

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

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

Subject: Application By: Sunningdale Golf & Country Club Ltd. /
Corlon Properties Limited
800 Sunningdale Road West
Sunningdale West Subdivision Phase 2 - Special Provisions

Meeting on: August 12, 2019

Recommendation

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited for the subdivision of land over Part of Lot 16. Registrar's Compiled Plan No. 1028, situated on the south side of Sunningdale Road West, east of Wonderland Road North, municipally known as 800 Sunningdale Road West;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited for the Sunningdale West Subdivision, Phase 2 (39T-05508) 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 fulfill its conditions.

Analysis

1.0 Site at a Glance

1.1 Property Description

This application for Draft Plan of Subdivision Approval was accepted on April 28, 2005. It was circulated to the required agencies and municipal departments on May 10, 2005 and advertised in the London Free Press Civic Corner on May 7, 2005. A notice of Public Meeting was advertised in the London Free Press on May 27, 2006, and a notice of Public Meeting was sent out on May 26, 2006. The Public Meeting was held on June 14, 2006.

On July 21, 2006 this draft plan was approved by the Approval Authority. The first phase of this subdivision consisted of 100 single detached residential lots, two multi-family blocks, one stormwater management block, one park block, and four road widening blocks, and one road re-alignment block, all served by 4 new streets, being Wallingford Avenue, Eagletrace Drive, Creekbend Place and Cornelius Court and was registered on June 27, 2008 (33M-593).

An emergency 6 month draft approval extension was granted in July of 2015 to allow sufficient time for the Owner and Planning staff to consider the request for draft plan extension.

At its meeting on November 24, 2015, City Council requested that the Approval Authority approve a three year extension and revision subject to the attached conditions of draft approval. The new draft approval expiry date was July 21, 2018 (three years after the last extension of draft plan approval).

An emergency 6 month draft approval extension was granted in July of 2018 to allow sufficient time for the Owner and Planning staff to consider the request for the draft plan extension.

At its meeting on December 18, 2018, City Council requested that the Approval Authority approve the request for a three year extension of the draft plan of subdivision for this subdivision subject to the revised conditions of draft approval. Draft Approval was granted on January 10, 2019 by the Approval Authority. The new draft approval lapse date is January 21, 2022.

The lands for the proposed draft plan of subdivision are currently being used as part of the Sunningdale Golf course operations. In 2017, Sunningdale Golf Club received permission from the City of London and the Upper Thames Conservation Authority to relocate the existing operation from the south side of Sunningdale Road West to the lands on the north side of Sunningdale Road West. When the construction of the lands to the north are complete, the lands on the south side will be available for subdivision approval.

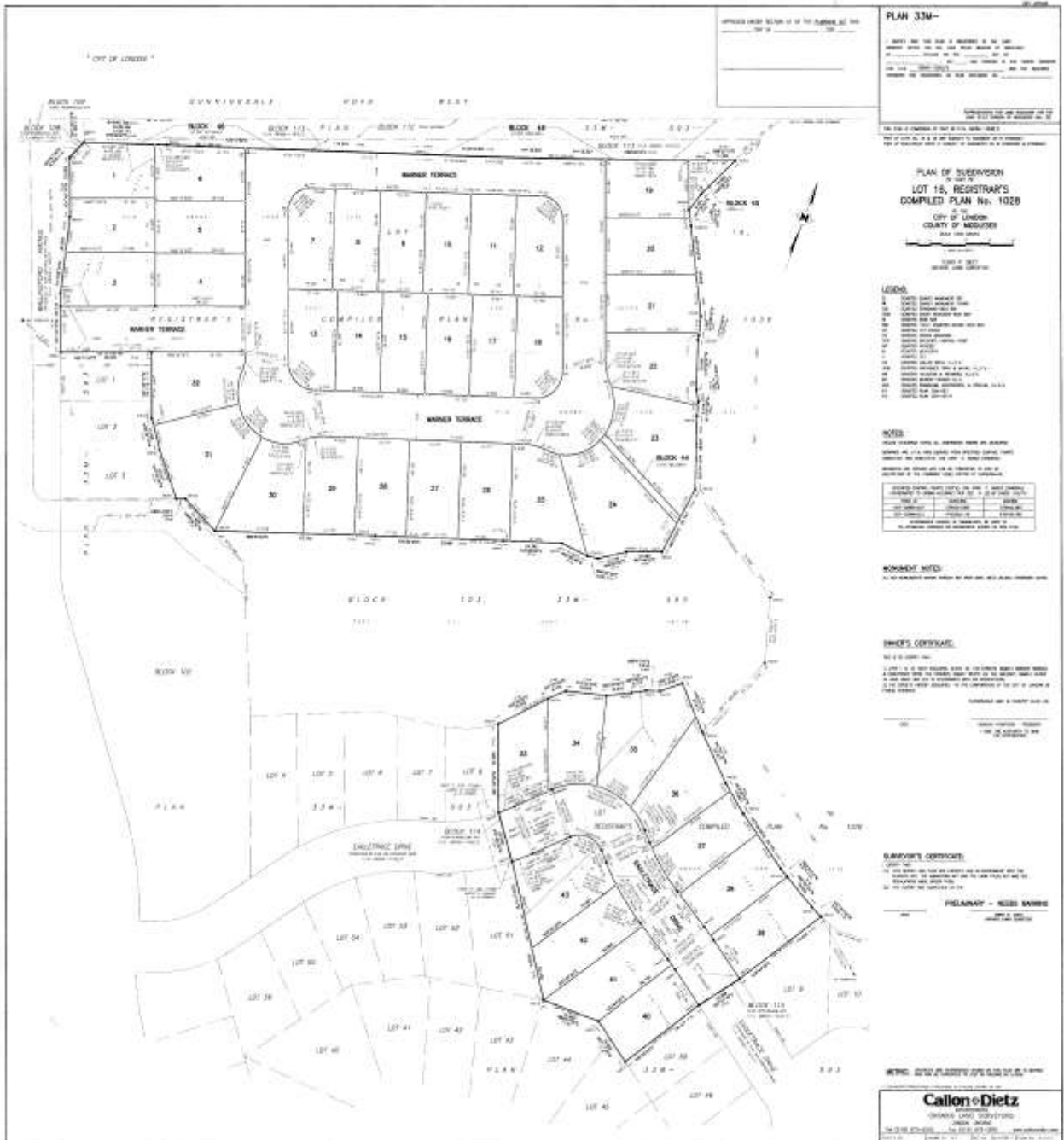
The request for Special Provisions applies to the remaining lands within this subdivision which consists of 43 single detached lots, one walkway block and reserve blocks.

1.2

Location Map Phase 2 Sunningdale West Subdivision



1.3 Sunningdale West Subdivision – Phase 2 Plan



The Applicant is registering the second and final phase of this subdivision, which consists of 43 single detached lots, one walkway block and reserve blocks.

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 Solicitor's Office.

Prepared by:	Mike Corby, MCIP, RPP Senior Planner, Development Services
Recommended by:	Paul Yeoman, RPP, PLE Director, Development Services
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.	

August 2, 2019

CC: Lou Pompili, Manager, Development Planning
Ismail Abushehada, Manager, Development Engineering
Matt Feldberg, Manager, Development Services (Subdivisions)

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Appendix A – Special Provisions

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provision:

- #1 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 geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Remove Subsection 10.3 and replace with the following:

- 10.3 The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the City Engineer and based on the certification of the Owner's Professional Engineer, sound engineering practice, for the period of one (1) year commencing the date of the signed Memo from the Managing Director, Environmental & Engineering Services and City Engineer and the Director of Development Services to assume said works and services. Provided however, that the City may, at its option, assume any or all of the said works and services at any time, but the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.

15. PROPOSED SCHOOL SITES

- ~~15.3 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.~~
- ~~15.4 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.~~
- ~~15.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~
- ~~15.6 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.~~
- ~~15.7 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.~~

~~15.8 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 its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following new Special Provision:

#2 Within one (1) year of registration of this Plan or as otherwise directed by the City, the Owner shall construct fencing without gates, adjacent to the walkway, Block 44, as per the accepted engineering drawings.

The City will permit the Owner to construct wooden walkway fences, without gates, adjacent to the public pedestrian walkways, entirely on private property and at no cost to the City, in lieu of chain link fencing as specified in City Standard N. SR07.0. If the Owner chooses to construct the wooden fence, the details of the fence shall be approved by the City Engineer, together with the engineering drawings.—The wooden fence shall be a minimum of 1.2 metres (4.0 ft) in height, and shall conform to the City's current fence by-law requirements. Any approved wooden fence shall terminate 6.0 metres from the street line. All maintenance, repair and replacement of the wooden fences shall be the responsibility of the private owner(s), at no cost to the City.

The Owner shall include in the agreement(s) of purchase and sale and in the transfer of Lots 23 and 24 in this Plan, adjacent to a public walkway, a covenant by the purchase or transferee stating that the City will not participate, either financially or otherwise, in any maintenance, repair or replacement associated with the wooden fences adjacent to the public walkway.

The Owner shall construct fencing, without gates, in accordance with the accepted engineering drawings, to the satisfaction of the City at no cost to the City.

Add the following Special Provisions:

#3 The Owner shall realign the existing walkway/asphalt pathway, south of Block 44, external to the plan, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

#4 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Lots 1, 6 and 19 in this Plan, are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design except where a required noise wall has been approved abutting the exterior side yard, (Sunningdale Road West road frontage). Further, the Owner shall obtain approval of their proposed design from the Director Development Services and his/her designate prior to any submission of an application for a building permit for Lots 1, 6 and 19.

#5 Prior to issuance of any certificate of conditional approval, the Owner shall install a 2.0 metre high noise barrier on private property of Lots 1, 6, 19 and 20 as recommended in the Noise Assessment prepared by Stantec Engineering dated May 29, 2015. Property Owners of Lots 1, 6, 19 and 20 are to be advised that they shall not tamper with the barrier and will be responsible for its long term maintenance.

#6 The Owner shall include in any submission for a building permit application for Lots 1, 6 and 19 that central air conditioning is required.

- #7 The Owner shall to include in any submission for a building permit application for Lots and 2, 3, 5, 7, 8, 9, 10, 11, 12, 20 and 21, that a forced air heating system adequately sized to accommodate the future installation of central air conditioning is required.
- #8 The Owner shall include the following warning clauses in all Agreements of Purchase and Sale and/or Lease and transfers:
- (a) For Lots 2, 5, 20 and 21:
- “Purchasers / tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality’s and the Ministry of the Environment’s noise criteria.”
- (b) For Lots 1, 6 and 19:
- “Purchasers / tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality’s and the Ministry of the Environment’s noise criteria.”
- “This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of the Environment’s noise criteria.”
- (c) For Lots 2, 3, 5, 7, 8, 9, 10, 11, 12, 20 and 21:
- “This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of the Environment’s noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)”
- (d) For all units:
- “The City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic of Sunningdale Road West as it relates to the interior or outdoor living areas of any dwelling unit within the development. The City of London will not be responsible for constructing any form of noise mitigation for this development.”
- (e) That prior to the completion of all noise attenuation measures, including the construction of Lots 7, 8, 9, 10, 11 and 12 that sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants.”

24.2 CLAIMS

Remove Subsection 24.2 (c) and **replace** with the following:

- (c) The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the City Treasurer (or designate). 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 stormwater management works within SWM Block 103 in Plan 33M-593, the estimated cost of which is \$82,132, as per the approved Work Plan, and
- (ii) for the engineering costs related to the stormwater management works within SWM Block 103 in Plan 33M-593, the estimated cost of which is \$12,320, as per the approved Work Plan.

Any funds spent by the Owner that exceed the approved Work Plan estimates shall be at the sole risk of the Owner pending sufficient capital funding included in the City Budget.

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provision:

- #9 Prior to any work on the site, the Owner's professional engineer shall implement all interim and long term measures identified as a component of the Functional Storm/Drainage Servicing Report and is to have these measures established as per the accepted engineering drawings and approved all to the satisfaction of the City Engineer. Further, the Owner's Professional Engineer must confirm that the required sediment and erosion control measures are being maintained and operated as intended during all phase of construction.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #10 Prior to the issuance of any Certificate of Conditional Approval for Lots 24 and 25 in this Plan, the Owner shall remove the existing retaining walls adjacent to the rear property lines of each of the said Lots as shown on the accepted engineering drawings, to the satisfaction of the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the overland flow routes/rip rap outlets between Lots 25, 26, 27, 28, 33, 34 and 35 in this Plan and should any additional alterations be required to Sunningdale SWMF6B to accommodate the overland flow routes, these works must be completed and operational, as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
- #12 The Owner shall include in the Agreement of Purchase and Sale for the transfer of Lots 25, 26, 27, 28, 33, 34 and 35 in this Plan, as an overland flow route is located between the said 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 25, 26, 27, 28, 33, 34 and 35 as shown on the accepted lot grading and servicing 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.

- #13 The Owner shall maintain the overland flow routes between Lots 25, 26, 27, 28, 33, 34 and 35 in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #14 The Owner shall complete all works associated with the removal of the golf course use from SWM Block 103, 33M-593 and adjacent lands, all as detailed in the accepted engineering drawings, to the satisfaction of the City.

24.9 SANITARY AND STORM SEWERS

Remove Subsection 24.9 (b) and **replace** with the following:

- (b) The Owner shall construct the storm sewers to service the Lots in this Plan, which is located in the Medway Creek Subwatershed, and connect them to the City's existing storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- #15 The Owner shall construct sanitary and storm private drain connections to the existing municipal sanitary and storm sewers on Wallingford Avenue and Eagletrace Drive to service the Lots and Blocks in this Plan, to the satisfaction of the City.
- #16 The Owner shall remove any temporary catchbasins, ditch inlet catchbasins, temporary work, grading, etc. and any 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 construct new services and make adjustments to the existing works and services on Wallingford Avenue and Eagletrace Drive in Plan M-593, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan fronting this street (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.

24.10 WATER SERVICING

Add the following new Special Provisions:

- #18 Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct private water services to the watermain on Wallingford Avenue and Eagletrace Drive in Plan 33M-593 to serve the lots in this Plan which front onto that street, to the satisfaction of the City.

24.11 ROADWORKS

Remove Subsection 24.11 (f) as there are no dead-end streets in this Plan.

- ~~(f) The Owner shall construct barricades, as required, at the limits of dead-end streets within this Plan, to the specifications of the City. The barricades are to be installed at the same time as the placement of the granular 'B' on the subject street.~~

Remove Subsection 24.11 (p) as there are no traffic calming measures in this Plan.

- ~~(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 register against the title of all Lots and Blocks on (insert street names) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, **raised intersections**, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

Remove Subsection 24.11 (q) and **replace** with the following:

- (q) 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 Wallingford Avenue or other routes as designated by the City.

Add the following new Special Provisions:

- #19 The Owner shall remove the temporary turning circle on Eagletrace Drive and adjacent lands, in Plan 33M-593 to the west of this Plan, and complete the construction of Eagletrace Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

The City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value of \$5,000 that the City has received for this work by the Owner of Plan 33M-593.

In the event that Eagletrace Drive in Plan 33M-593 is constructed as a fully serviced road by the Owner of Plan 33M-593, then the Owner shall be relieved of this obligation.

- #20 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct Eagletrace Drive to a fully serviced road and make any necessary adjustments to existing infrastructure (eg. MH and water valve adjustments, etc.) in accordance with the accepted engineering drawings, all to the satisfaction of the City.

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

25.11 PARKS

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

- (a) Within six (6) months of registration of the plan of subdivision, the Owner shall

construct a 1.5m high chain link fence without gates in accordance with current City of London Park standards (SPO4.8) or approved alternate, along all lots and blocks lines abutting park, opens space and/or ESA lands to the satisfaction of the Director Development Services.

Add the following new Special Provisions:

- #22 Within one (1) year of registration of this Plan this Plan of subdivision, the Owner shall prepare and deliver to all homeowners adjacent to lands zoned as Open Space, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared as part of the Design Review Package to the satisfaction of the Director Development Services.

- #23 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.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd./Corlon Properties Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Eagletrace Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Warner Terrace shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.
- Warner Terrace (window street portion) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 14.5 metres.

Sidewalks

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

- (i) Eagletrace Drive – outside boulevard
- (ii) Warner Terrace (connection to Wallingford Avenue) – south boulevard
- (iii) Warner Terrace – east, south and west boulevards

The Owner shall provide sidewalk links from Warner Terrace to the proposed sidewalk on Sunningdale Road West in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City.

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkways shall be constructed on Block 44 of this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd./Corlon Properties 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 46
Road Widening (Dedicated on face of plan):	NIL
Walkways:	Block 44
5% Parkland Dedication:	Block 45
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 _____, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd./Corlon Properties 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:	\$ 329,615
BALANCE PORTION:	<u>\$1,867,819</u>
TOTAL SECURITY REQUIRED	\$2,197,434

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 and policy adopted by the City Council on April 4, 2017 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 _____, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd./Corlon Properties 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:

Overland Flow easements 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 Overland flow routes on Lots 25, 26, 27, 28, 33, 34 and 35 as per the accepted engineering drawings

SCHEDULE 'L'

This is Schedule 'L' to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd./Corlon Properties Inc. to which it is attached and forms a part.

THIS EASEMENT made this ____ day of _____, 20__.

B E T W E E N:

[__ TRANSFEROR __]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for overland flow purpose in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [**__ DESCRIPTION __**] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEREE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

Appendix B – Related Estimated Costs and Revenues

Sunningdale West Phase 2 Subdivision - Sunningdale Golf and Country Club/Corion Properties Inc.
 Subdivision Agreement
 39T-05508

Estimated Costs and Revenues

Estimated DC Funded Servicing ^(Note 1)	Estimated Costs (excludes HST)
Claims for Owner led construction from CSRF	
- Construction - SWM Facility Remediation Contingency in SWM Block 103, Plan 33M-593 (DC14-UP01000)	\$82,132
- Engineering - SWM Facility Remediation Contingency in SWM Block 103, Plan 33M-593 (DC14-UP01000)	\$12,320
Claims for City led construction from CSRF	
- None identified.	\$0
Total	\$94,451
Estimated Total DC Revenues ^(Note 2) (August 4, 2019 to December 31, 2019 Rates)	Estimated Revenue
CSRF TOTAL	\$1,424,848

- 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 2019 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:

 Date

 Matt Feldberg
Manager, Development Services (Subdivisions)

Reviewed by:

 Date

 Paul Yeoman
Director, Development Finance

Appendix C – Source of Finance

#19113
 August 12, 2019
 (39T-05508)

RE: Subdivision Special Provisions
 Sunningdale West Subdivision Phase 2 - Special Provisions
 Sunningdale Golf and Country Club Ltd./Corlon Properties Ltd.
 (Work Order 2471309)
 Capital Budget Project ES6610 - UWRF Transition to CSRF - SWM

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that these works can be accommodated within the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official, the detailed source of financing is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$1,502,860	\$12,537	\$1,490,323
Construction	6,011,440	83,577	5,927,863
NET ESTIMATED EXPENDITURES	\$7,514,300	\$96,114	\$7,418,186
<u>SOURCE OF FINANCING</u>			
Drawdown from City Services - Major SWM R.F. (Development Charges)	2) \$7,514,300	\$96,114	\$7,418,186
TOTAL FINANCING	\$7,514,300	\$96,114	\$7,418,186

1) <u>Financial Note</u>	<u>Engineering</u>	<u>Construction</u>	<u>Total</u>
Contract Price	\$12,320	\$82,132	\$94,452
Add: HST @13%	1,602	10,677	12,279
Total Contract Price Including Taxes	13,922	92,809	\$106,731
Less: HST Rebate	1,385	9,232	10,617
Net Contract Price	\$12,537	\$83,577	\$96,114

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Study completed in 2019.

lp

Jason Davies
 Manager of Financial Planning & Policy