

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: 700531 Ontario Limited
1300 Fanshawe Park Road East
Stoney Creek South Subdivision - Special Provisions

Meeting on: October 19, 2020

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 700531 Ontario Limited for the subdivision of land over Part of Lot 9, Concession 5, situated on the north side of Fanshawe Park Road East, east of Highbury Avenue North, municipally known as 1300 Fanshawe Park Road East;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 700531 Ontario Limited for the Stoney Creek Subdivision, Phase 2 (39T-04512-2) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B"; and,
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

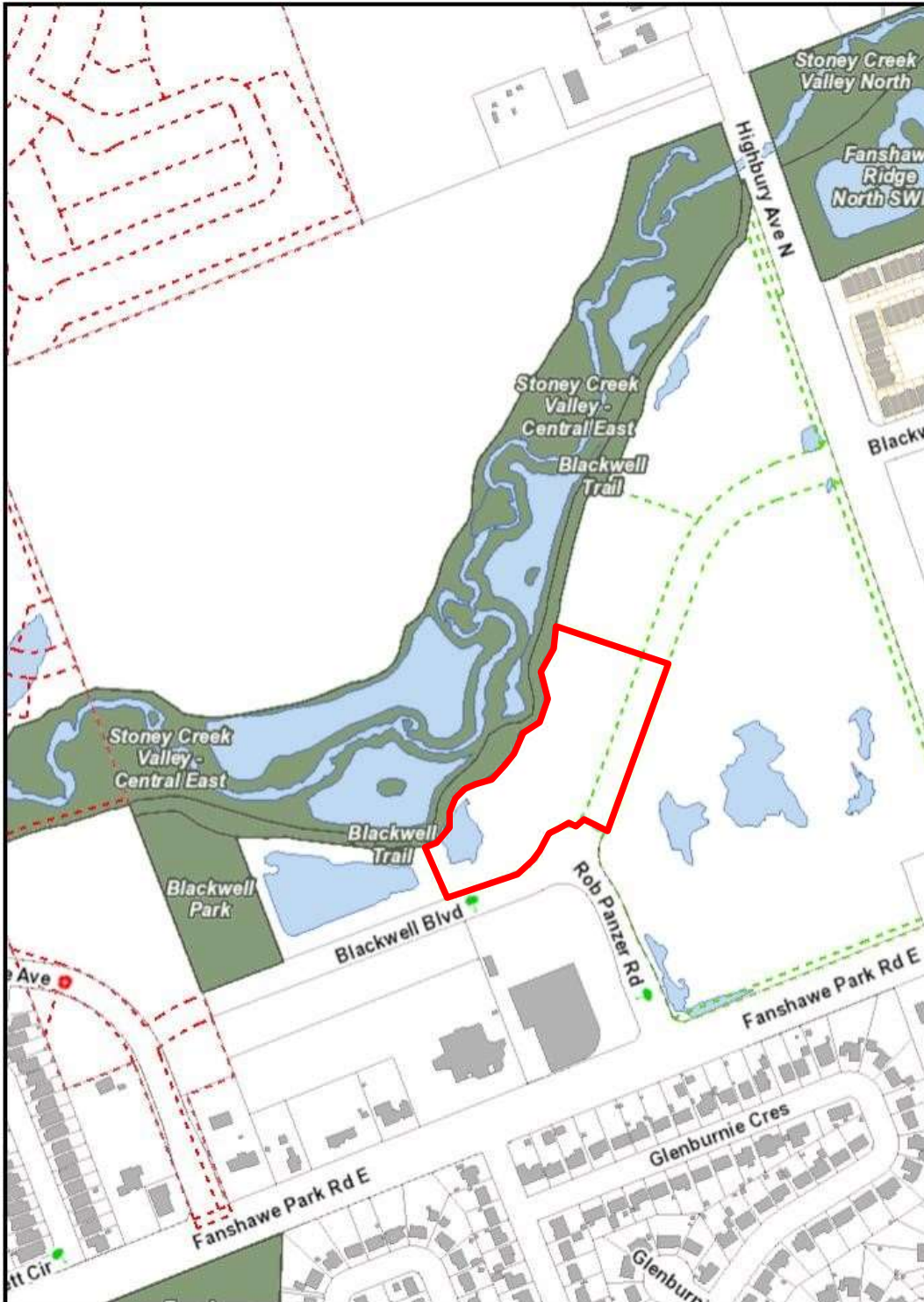
Analysis






1.0 Site at a Glance

1.1 Property Description

The original draft approved subdivision is a 23.1 hectare parcel of land located at 1300 Fanshawe Park Road East, legally described as Part of lot 9, Concession 5, (Geographic Township of London). The subject site is 1.84 ha in size and was originally identified as Block 6 in the original Draft Approved Plan of subdivision. This block was reduced in size to accommodate the SWM pond to the east which was registered through Phase 1 of the subdivision. The subject block is located within the middle of the subdivision abutting the southerly edge of Blackwell Trail and Stoneycreek Valley and just north of the roundabout at Rob Panzer Road and Blackwell Blvd.

1.2 Location Map Stoney Creek Subdivision Phase 2



Location Map		Legend	
Project Title:	Special Provision		Subject Site
Description:			Parks
Created By:	Mike Corby		Assessment Parcels
Date:	7/17/2020		Buildings
Scale:	1:4000		Address Numbers

Corporation of the City of London

2.0 Description of Proposal

2.1 Development Proposal

The original submitted plan of subdivision contained 23.1 hectares (57 ac.) of land located at 1300 Fanshawe Park Road East, legally described as Part of Lot 9, Concession 5, (geographic Township of London. It consisted of two (2) commercial blocks, two (2) high density residential blocks, two (2) medium density residential blocks, one (1) stormwater management block, one (1) open space block, one (1) park block, and several reserve and road widening blocks served by two (2) new secondary collector roads. The application for Draft Plan of Subdivision was accepted in December, 2004. The plan was draft approved on October 18, 2006. No appeals to the Draft Plan Approval were received within the time allowed for such appeals.

Subsequent to the granting of draft approval in October of 2006, the City of London acquired the northern portion of the lands (generally Block 9 "Open Space" lands) for stormwater management purposes. Two extensions of draft plan approval were granted for the file in April of 2010, and in October of 2013.

A draft plan extension in May 2016, additional lands were acquired by the City adjacent to the Stoney Creek. Phase 1 of the draft plan (approximately 4.2 ha), consisting of one (1) multi-family block (street townhomes), one (1) commercial block, one (1) park block, one (1) stormwater management block, and five (5) reserve blocks, all served by two new secondary collector roads (Rob Panzer Road, and Blackwell Boulevard), was granted final approval by the Approval Authority on September 12, 2016 and is registered as 33M-701.

On January 28, 2020, Council granted approval for a three year extension to the remaining phase(s) within the residential and commercial draft plan of subdivision 39T-04512.

The Applicant is registering the second phase of this subdivision, which consists of one (1) multi-family, medium density block, located off of the extension of Blackwell Boulevard and two (2) one foot reserve block.

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

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

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.

October 9, 2020

CC: Lou Pompili, Manager, Development Services
Ted Koza, Development Engineering
Matt Feldberg, Manager, Development Services (Subdivisions)

MC/JAR Y:\Shared\DEVELOPMENT SERVICES\5 - Documentation Coordinator\Working Files\39T-04512-2 - Stoney Creek South Subdivision Phase 2 (MC MH)\Subdivision Agreement\Draft 39T-04512-2 PEC RECOMMENDATION REPORT.docx

Appendix A – Special Provisions

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provisions:

1. Upon completion of construction of any slopes in this Plan, the Owner shall stabilize all slopes in this Plan, all to the specifications and satisfaction of the City.

15. PROPOSED SCHOOL SITES

2.

Remove Subsections 15.3 to 15.8 as there are no school blocks in this Plan.

~~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 as a General Conditions:

3. If the staging of this plan differs from that shown within the accepted servicing drawings, prior to the issuance of any Certificates of Conditional Approval, the Owner shall submit an additional servicing drawing to be reviewed and accepted by the City Engineer that identifies all adequate temporary measures as needed, such as easements, catchbasins, erosion and sediment control measures, grading and any other associated works to address the phasing of this plan, all as required by and to the satisfaction of the City Engineer. This additional servicing drawing shall be appended to the accepted servicing drawings for the full subdivision.

Add the following Special Provisions:

4. The Owner shall remove any temporary works associated with this plan when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City.
5. 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) For the removal of the temporary turning circle on Blackwell Boulevard outside this Plan, an amount of \$5,000.
 - (ii) For the removal of the temporary access road to Highbury Avenue as per the accepted engineering drawings, an amount of \$5,500.
6. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-701 to make adjustments to the existing works and services on Blackwell Boulevard in Plan 33M-701 adjacent to this plan to accommodate the proposed works and services on this streets to accommodate this Plan (eg. private services, street light poles, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer and at no cost to the City. Such arrangements shall include, but not be limited to, providing sufficient notice, co-ordination and clarification with adjacent land owners as to what each parties consulting engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of the City.
7. The Owner shall include in the Purchase of Sale Agreement for Block 1 of this Plan that the steep slopes in the Open Space area are not to be disturbed.

24.2 CLAIMS

8.

Remove Section 24.2 in its entirety as there are no eligible claims in this Plan.

- ~~(a) 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 Development Charges 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 appendices in the Development Charges By-law), then the Owner shall submit through their Professional Engineer, a Work Plan for the proposed works to be approved by 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.~~
- ~~(b) Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City in accordance with this Agreement, and which are eligible for a claim made against a Development Charge Reserve Fund or the Capital Works Budget, the Owner must conform with the Development Charges By-law and policies in effect at the time the claim is made including but not limited to, requirements for a Work Plan, tendering of construction works and completeness of claims.~~
- ~~(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 _____, the estimated cost of which is \$_____;~~
- ~~(ii) for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iv) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(v) for the construction of left turn channelization on _____ at _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vi) for the engineering costs related to the construction of _____ the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vii) for the installation of street lights on _____, from _____ to _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(viii) for the installation of traffic signals at the intersection of _____ and _____, when deemed warranted by the City Engineer (or designate), the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(ix) for the construction of pavement widening on _____ at _____ consistent with the City's standard practice of paying claims where a Neighbourhood Connector is widened, the estimated cost of which is \$_____. The claim will be based on a pavement widening of _____ metres for a distance of _____ metres with a _____ metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;~~
- ~~(x) for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$_____ as per the approved Work Plan; and~~

~~The anticipated reimbursements from the Capital Works Budget are: _____~~

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

~~(ii) for the engineering costs related to the construction of _____,
the estimated cost of which is \$_____.~~

~~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.~~

~~(d) 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.~~

~~(e) 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-week notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~

~~(f) 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.~~

~~(g) Upon approval of an application for a claim to a Development Charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing" and the Development Charges By-law and policies in effect at the time the claim is made.~~

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

9. All temporary erosion and sediment control measures, installed in conjunction with this Plan shall be decommissioned and/or removed 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.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

10. Prior to the issuance of a Certificate of Conditional Approval, should there be any existing earth stockpile generally located in this Plan, the Owner shall remove and relocate the existing earth stockpile, if necessary, all to the satisfaction of the City and at no cost to the City.
11. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with any adjacent property owner to regrade a portion of the abutting property, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

12. The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City.

24.9 SANITARY AND STORM SEWERS

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

13.

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stoney Creek Subwatershed, and connect them to the City's existing storm sewer system being the 1500 mm diameter storm sewer on Blackwell Boulevard.

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

14.

- (j) 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 600 mm diameter sanitary sewer on Blackwell Boulevard.

Add the following new Special Provisions:

- 15. The Owner shall register on title of Block 1 in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block 1 in this Plan shall be responsible to maintain the existing easement at the west limit of Block 1 for the servicing of the SWM Block to the west, at the owner's expense, to the satisfaction of the City Engineer, at no cost to the City.

24.10 WATER SERVICING

Remove Subsection 24.10 (e) and **replace** with the following:

- 16. 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 250 mm diameter water main on Blackwell Boulevard, 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.

Add the following new Special Provisions:

- 17. 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) Extend the existing 250 mm diameter watermain on Blackwell Boulevard from the west limit of this Plan, across the frontage of this Plan to Highbury Avenue external to this Plan, as per the accepted engineering drawings, at no cost to the City;
 - ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 90 units; and
 - iii) Have their consulting engineer confirm to the City that the watermain system has been constructed, is operational, from the watermain on Blackwell Boulevard in Plan 33M-701.
- 18. The available fire flows for development Blocks within this Plan of Subdivision shall be established through the subdivision water servicing design study. Future development of this Block shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

24.11 ROADWORKS

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

19.

(p) ~~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 register against the title of all Lots and Blocks abutting the traffic calming circle(s) 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 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 Blocks on Blackwell Boulevard in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Blocks away from the roundabout and splitter islands, to be installed as traffic control devices, to the satisfaction of the City Engineer.

24.12 PLANNING

Add the following clauses:

20. The Owner shall not grade into any open space area. Where 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 City.

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

21.

(q) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services in this Plan to access the site from Highbury Avenue North or as otherwise directed by the City Engineer. 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 this site from Fanshawe Park Road East via Rob Panzer Way.

Add the following new Special Provisions:

22. The Owner shall construct a temporary turning circle at the east limit of Blackwell Boulevard, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Blackwell Boulevard, all as shown on this Plan of Subdivision, prior to its extension to the east, 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 east limit of Blackwell Boulevard 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 \$5,000 for which amount sufficient security is to be provided in accordance with **Condition 24.1 (___)**. 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.

23. Barricades are to be maintained at east limit of Blackwell Boulevard until adjacent lands develop or as otherwise directed by the City. When adjacent lands develop 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 the temporary turning circle, 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.

24. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary emergency access from the east limit of this Plan to Highbury Avenue, to the specifications and satisfaction of the City, at no cost to the City and as per the accepted engineering drawings.
25. The Owner shall provide sufficient security for the future removal of this emergency access and all restoration costs associated with the removal once a second access for this subdivision is available.

24.13 PARKS

Add the following Special Provisions

26. 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.

27. The Owner shall not grade into any open space area without City approval. 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 Parks and Open Space Design and City Engineer.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and 700531 Ontario Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Blackwell Boulevard shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.

Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of Blackwell Boulevard.

Pedestrian Walkways

There are no pedestrian walkways in this Plan of Subdivision.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and 700531 Ontario 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 2 and 3
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL
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 _____, 2020, between The Corporation of the City of London and 700531 Ontario 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:	\$ 88,683
BALANCE PORTION:	<u>\$502,537</u>
TOTAL SECURITY REQUIRED	\$591,220

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 _____, 2020, between The Corporation of the City of London and 700531 Ontario 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) No Multi-purpose easements are required internal or external to this Plan.
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the east limit of Blackwell Boulevard.

Appendix B – Additional Information

Previous Reports

June 19, 2006 – Environment and Transportation Committee approves the initiation of the Stoney Creek Sanitary Sewer Extension Municipal Class EA.

February 27, 2006 - Environment and Transportation Committee approves the initiation of the Storm Drainage and Stormwater Management Works for Stoney Creek Undeveloped Lands Municipal Class EA – Schedule “B”.

September 25, 2006 – Municipal Council recommended that the City of London Approval Authority grant draft approval to the plan of subdivision and adopted a zoning by-law to permit residential and commercial uses with holding provisions. (our files 39T-04512/Z-6833)

March 26, 2007 - Municipal Council deferred the request by 700531 Ontario Limited for the Municipal Class EA to be fully funded by the developer without any compensation or implied commitment to future development until such time as further financial information is available through the Urban Works Reserve Fund/Development Charge Implementation Team.

June 27, 2007 – Municipal Council resolved that further development approvals be allowed for up to 3.1 ha of medium density land within draft approved plan 39T-04512. The remaining lands shall BE WITHHELD until a Phased or Full Stormwater Erosion Implementation Plan for Stoney Creek is approved by Council.

September 24, 2007 - Environment and Transportation Committee accepts recommendation of the Storm Drainage and Stormwater Management Works for Stoney Creek Undeveloped Lands Municipal Class EA – Schedule “B”.

November 12, 2007 – Report to the Planning Committee recommending refusal Zoning By-law Amendment application No. Z-7441, submitted by 700531 Ontario Limited for 1300 Fanshawe Park Road East to remove Holding Provisions h- 11 and h-73.

February 11, 2008- Report to the Planning Committee advising that the applicant had filed an appeal against the City for neglecting to amend the zoning by-law within 120 days of receipt of an application, that the City Solicitor be directed to provide legal representation at the hearing and that the City recommends the Ontario Municipal Board refuse the request.

February 21, 2008 – 2008 Budget adopted by City Council, includes provision for funding a Municipal Class EA for Fanshawe Park Road East between Adelaide Street North and Highbury Avenue North.

April 6, 2009 – Report to Environment and Transportation Committee regarding acceptance of the recommendations of the Municipal Class EA for Fanshawe Park Road East between Adelaide Street North and Highbury Avenue North.

December 7, 2009 - Information Report to the Planning Committee advising the appeal of Zoning By-law Amendment Application Z-7414 had been resolved.

March 2010 - 2010 Budget adopted by City Council, included provision for funding Phase I of the Fanshawe Park Road East road improvements (Fanshawe Park Road East/Highbury Avenue North intersection).

March 22, 2010 – Report to Planning Committee on three year extension for draft plan of subdivision.

September 10, 2013 - Report to Planning Committee on three year extension for draft plan of subdivision.

June 20, 2016 - Report to Planning Committee on special provisions for the subdivision agreement for Phase 1 of the draft plan of subdivision.

July 18, 2016 - Report to Planning Committee on removal of holding provisions for Phase 1 of the draft plan (H-8600) three year extension for draft plan of subdivision.

February 6, 2017 - Report to Planning Committee on three year extension for draft plan of subdivision. (39T-04512)

January 20, 2020 - Report to Planning Committee on three year extension for draft plan of subdivision. (39T-04512)