

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng
Deputy City Manager, Planning and Economic Development

Subject: Application By: Foxhollow North Kent Development Inc.
1284 and 1388 Sunningdale Road West
Kent Subdivision Phase 3C - Special Provisions

Meeting on: May 10, 2021

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 Foxhollow North Kent Development Inc. for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Development Inc. for the Foxhollow North Kent Subdivision, Phase 3C (39T-04510-3C) 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 Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Inc. for the Foxhollow North Kent Subdivision, Phase 3C (39T-04510-3C)

Linkage to the Corporate Strategic Plan

Building a Sustainable City – London's growth and development is well planned and sustainable over the long term.

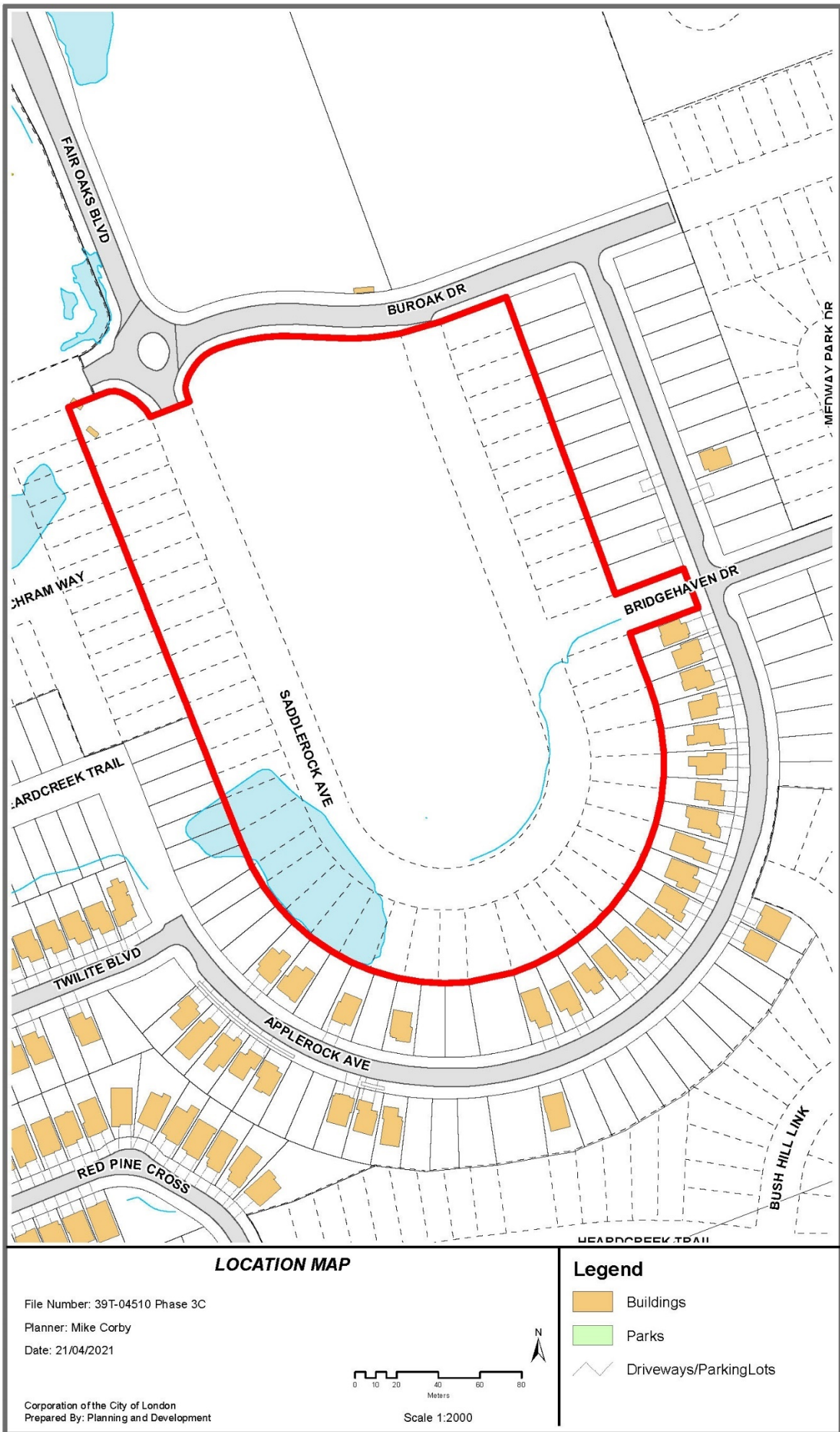
Analysis

1.0 Background Information

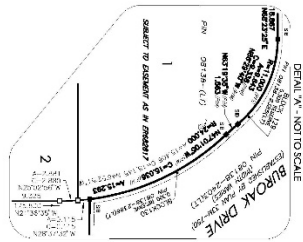
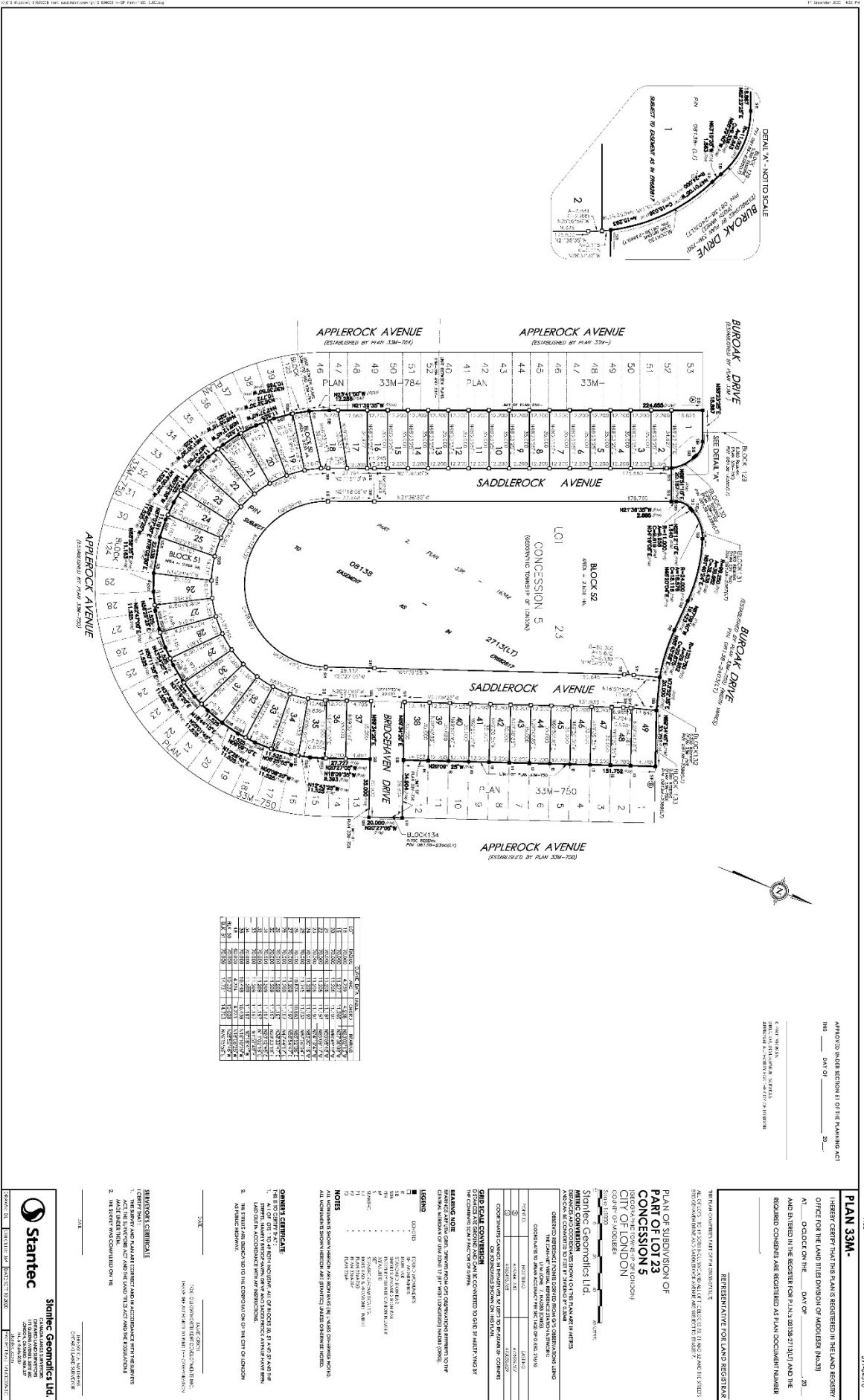
1.1 Property Description

The subject lands are located in the northwest quadrant of the City and are included in the Foxhollow Community Plan. The lands are on the south side of Sunningdale Road West along the edge of the Urban Growth Boundary. Phase 3C of the subdivision is located south of the future extension Buroak Drive, nestled in the interior of the Applerock Avenue horseshoe. The phase will consist of forty-nine (49) single detached lots with approximately 11m frontages.

1.2 Location Map



1.3 Kent Subdivision Phase 3C Plan



APPROVED UNDER SECTION 81 OF THE PLANNING ACT
 THIS PLAN OF _____ IS
 30
 APPROVED BY THE BOARD OF
 APPROVED BY THE BOARD OF

THE PLAN COMPLETES THE SUBDIVISION OF
 46.45 COTTAGE 10.10.2011. THE PLAN COMPLETES THE SUBDIVISION OF
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PLAN OF SUBDIVISION OF
PART OF LOT 23
CONCESSION 5
 (BEING THE COTTAGE 10.10.2011)
 CITY OF LONDON

Stantec Geomatics Ltd.
 1000 SHEPPARD AVENUE EAST
 SUITE 1100
 SCARBOROUGH, ONTARIO M1S 1W7
 CANADA
 TEL: 416-291-4600
 FAX: 416-291-4601
 WWW.STANTEC.COM

DATE	DESCRIPTION
2011-10-10	PRELIMINARY PLAN
2011-10-10	FINAL PLAN

LEGEND
 [Symbol] EXISTING
 [Symbol] PROPOSED
 [Symbol] ADJACENT PROPERTY
 [Symbol] PUBLIC HIGHWAY
 [Symbol] PUBLIC UTILITY
 [Symbol] PRIVATE UTILITY
 [Symbol] FUTURE DEVELOPMENT
 [Symbol] OTHER

NOTES
 1. THE PLAN COMPLETES THE SUBDIVISION OF THE COTTAGE 10.10.2011.
 2. THE PLAN COMPLETES THE SUBDIVISION OF THE COTTAGE 10.10.2011.
 3. THE PLAN COMPLETES THE SUBDIVISION OF THE COTTAGE 10.10.2011.

OWNER'S CERTIFICATE
 I, THE UNDERSIGNED, AS OWNER OF THE COTTAGE 10.10.2011, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PLAN IS TRUE AND CORRECT AND THAT I HAVE NOT BEEN ADVISED BY ANY OTHER PERSON THAT THE INFORMATION CONTAINED IN THIS PLAN IS FALSE OR MISLEADING.

STATTEC CERTIFICATE
 I, THE UNDERSIGNED, AS A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT I AM A MEMBER OF THE PROFESSION OF PROFESSIONAL ENGINEERS OF ONTARIO AND THAT I AM REGISTERED AS A PROFESSIONAL ENGINEER IN THE PROVINCE OF ONTARIO.

STATTEC
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2.0 Discussion and Considerations

2.1 Development Proposal

Phase 3C of the plan of subdivision will consist of forty-nine (49) single detached lots (Lots 1 to 49), and three (3) park blocks to be dedicated to the City, all served by a new local street Saddlerock Avenue.

The recommended special provisions for the proposed Phase 3C Subdivision Agreement are found at Appendix A of this report. 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.

3.0 Financial Impact/Considerations

3.1 Financial Securities

Through the completion of the works associated with this application fees, development charges and taxes will be collected. There are no direct financial expenditures associated with this application.

4.0 Key Issues and Considerations

The key issues and considerations have been reviewed and addressed through the existing draft plan process and subdivision agreement conditions.

Conclusion

Development Services Division staff are satisfied with the proposed special provisions for the Foxhollow North Kent Subdivision – Phase 3C, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

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.
Deputy City Manager, Planning and Economic
Development

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.

CC: Matt Feldberg, Manager, Development Services (Subdivisions)
Bruce Page, Manager, Development Planning
Peter Kavcic, Manager, Development Engineer

May 3, 2021
GK/PY/MC/jar

Appendix A – Special Provisions

15. PROPOSED SCHOOL SITES

Remove Subsections 15.3 to 15.8 as there are no school blocks within 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 Special Provisions:

1. Prior to Final Approval, the Owner shall make all necessary arrangements with any required owner(s) to have any existing easement(s) in this Plan quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing private services in the said easement(s) until such time as they are removed and replaced with appropriate municipal and/or private services at no cost to the City.

Following the removal of any existing private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this Plan, quit claimed to the satisfaction of the City, at no cost to the City.
2. 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) Removal of automatic flushing devices/blowoffs in future on Saddlerock Avenue as shown on the accepted engineering drawings, an amount of \$5,000

3. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-750 to make adjustments to the existing works and services on Buroak Drive in 33M-750 adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the Lots in this Plan (e.g. 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.

24.2 CLAIMS

4.

Remove Section 24.2 in its entirety as there are no eligible claims within 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:

- 5. All temporary erosion and sediment control measures, including sediment basins, 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:

- 6. The Owner shall register against the title of Lots 25 and 26 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, as an overland flow route is located between the said Lots over Block 51, 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 said overland flow route on the said Lots 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.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

7. 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

8.

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

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 375 mm diameter storm sewer stub on Saddlerock Avenue, and the 1800 mm diameter storm sewer on Bridgehaven Drive in accordance with the accepted engineering drawings, to the satisfaction of the City.

9.

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

- (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 200 mm diameter sanitary sewer on Bridgehaven Drive in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

10. The Owner shall remove the temporary DICBS, and any associated appurtenances on Bridgehaven Drive and construct all services as per the accepted engineering drawings, all to the satisfaction and specifications of the City Engineer and at no cost to the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

11. 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) construct watermains to serve this Plan and connect them to the existing low-level/high-level municipal system, namely, the existing 200 mm diameter watermain on Saddlerock Avenue, the 300 mm diameter watermain on Buroak Drive and the 300 mm diameter watermain on Bridgehaven Drive
 - ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units;
12. If the Owner requests the City to assume Saddlerock Avenue with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, 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 automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system on Saddlerock Avenue and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000 per automatic flushing device 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.

24.11 ROADWORKS

13.

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

- (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 Lot 1 abutting the roundabout 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 splitter islands built on the road.
 - (iii) The Owner shall register against the title of Lots 18, 19, 25, 26, 37 and 38 on Saddlerock Avenue 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 raised intersections and raised pedestrian crosswalks, to be installed as traffic control devices, to the satisfaction of the City Engineer.

14.

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 Fair Oaks Boulevard via Sunningdale Road.

Add the following new Special Provisions:

- 15. 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 traveling on this road during the period March 2 to April 20, inclusive, in any year.
- 16. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Saddlerock Avenue adjacent to the pedestrian crosswalks locations that indicate Future Pedestrian Crosswalk Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- 17. Prior to assumption or when required by the City Engineer, the Owner shall install two pedestrian crosswalks on Saddlerock Avenue, including permanent signage and pavement marking in a location, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- 18. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Saddlerock Avenue and Bridgehaven Drive adjacent to the raised intersection location that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- 19. Prior to assumption or when required by the City Engineer, the Owner shall install a raised intersection at the intersection of Saddlerock Avenue and Bridgehaven Drive, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- 20. The Owner shall install sidewalk ramps/connections on the inside boulevard of Saddlerock Avenue across from Block 50 and 51 at the locations of the pedestrian crosswalks, as per the accepted engineering drawings, to the satisfaction of the City.

21. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. on Bridgehaven Drive and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

24.14 PARKS

Add the following new Special Provisions:

22. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct the walkways and all associated works on Blocks 50 and 51 as per the accepted engineering drawings, all to the specifications and satisfaction of the City.

25.1 PLANNING

23. Within one (1) year of registration of the Plan of Subdivision, the owner shall fence all lots/blocks abutting park blocks with 1.5 metre high chain link fence in accordance with current City park standards (SPO 4.8) or approved alternate. Fencing shall be completed to the satisfaction of the City.
24. 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.
25. No grading shall occur within proposed park blocks except where determined to be appropriate by the City.
26. Within one (1) year of registration of the Plan, the Owner shall prepare and deliver to all homeowners adjacent to the open space, and education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City.
27. Within one (1) year of registration of the Plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the City.
28. 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.
29. 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 including lots flanking the park corridor blocks in this Plan, 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 City prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Saddlerock Avenue and Bridgehaven Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

Sidewalks

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

- (i) Saddlerock Avenue – outside boulevard
- (ii) Bridgehaven Drive – south boulevard

The Owner shall install sidewalk ramps/connections on the inside boulevard of Saddlerock Avenue across from Block 50 and 51 at the locations of the pedestrian crosswalks, as per the accepted engineering drawings, to the satisfaction of the City.

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Foxhollow North Kent 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:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Block 50, 51 and 52
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 _____, 2021, between The Corporation of the City of London and Foxhollow North Kent 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:	\$ 222,904
BALANCE PORTION:	<u>\$1,263,122</u>
TOTAL SECURITY REQUIRED	\$1,486,026

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 _____, 2021, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

No multi-purpose easements are required external to this Plan as the City has blanket easements over this Plan and adjacent plans.

Appendix B – Related Estimated Costs and Revenues

Agenda Item # Page #

Auburn - Kent Phase 3C
 Subdivision Agreement
 39T-04510_3C

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF - Nil.	\$0
Total	\$0
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$1,673,742

- 1 Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
- 2 Estimated DC Revenues are calculated using current DC rates. The City employs a "citywide" approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.
- 3 There are no anticipated claims associated with this development.

Approved by:

 Date

 Paul Yeoman
Director, Development Finance