

## 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: Landea North Developments Inc. and  
Landea Developments Inc.  
995 Fanshawe Park Road West  
Creekview Subdivision Phase 4 - Special Provisions

**Meeting on:** May 31, 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, Landea North Developments Inc. and Landea Developments Inc. for the subdivision of land over, Part Lot 22, Concession 5 (Township of London), City of London, County of Middlesex situated on the north side of Bridgehaven Drive, south of Sunningdale Road West, west of Applerock Avenue municipally known as 1196 Sunningdale Road West;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Landea North Developments Inc. and Landea Developments Inc. for the Creekview Subdivision Phase 4 (39T-05512\_4) 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.

## Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Landea North Developments Inc. and Landea Developments Inc. for the Creekview Subdivision, Phase 4 (39T-05512\_4)

## Linkage to the Corporate Strategic Plan

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

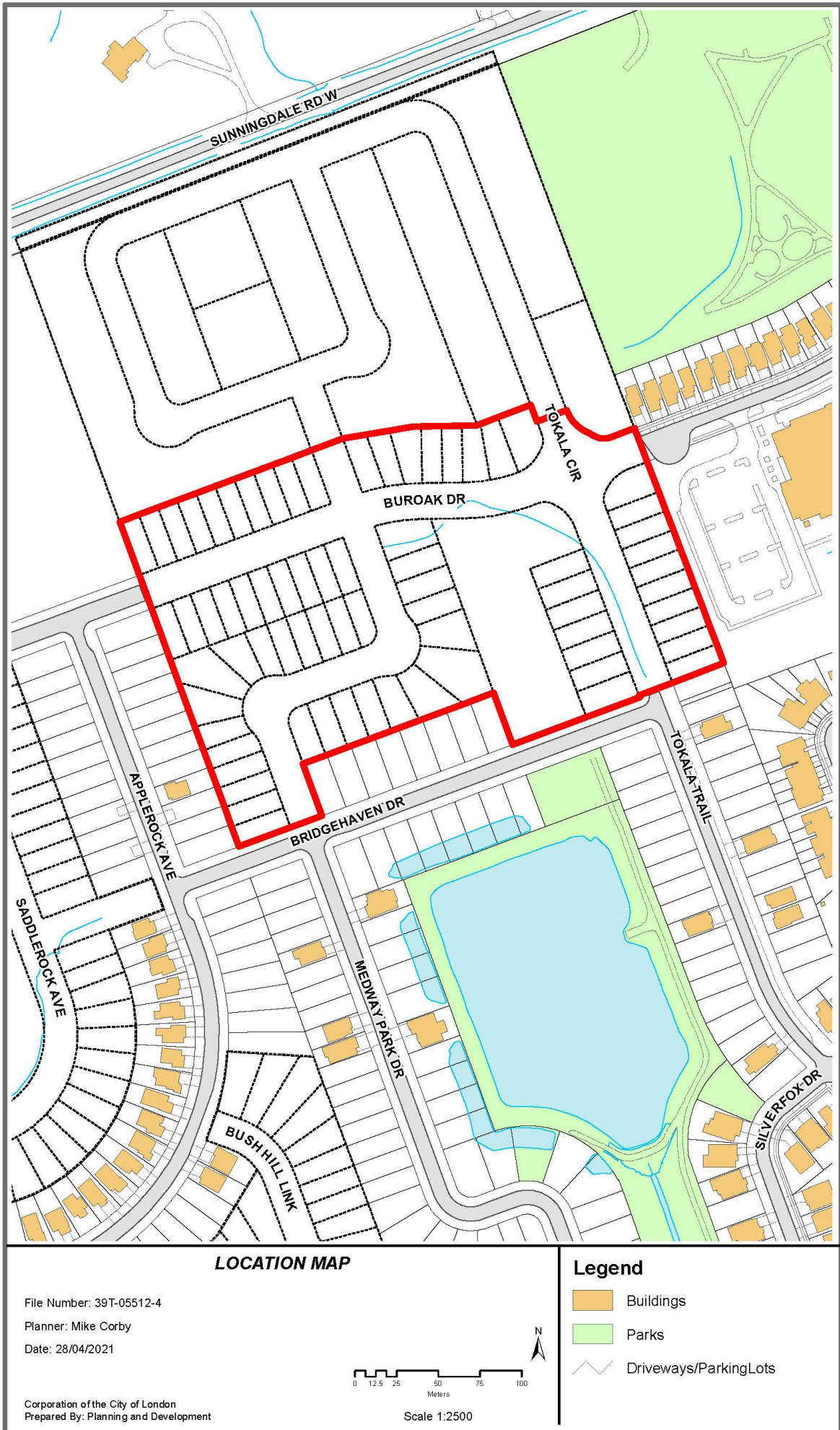
## Analysis

### 1.0 Background Information

#### 1.1 Property Description

The subject site is a 5.627 hectare parcel of land located along the north side of Bridgehaven Drive east of Applerock Avenue and runs along the future extension of Buroak Drive and Tokala Trail. The site has been previously cleared through previous phases of development with no trees or natural features existing.

## 1.2 Location Map



# 1.3 Creekview Subdivision Phase 4



**INTERSECTION DATA**

THESE INTERSECTIONS ARE SHOWN AS AN EXAMPLE ONLY. THE EXACT INTERSECTION DATA SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF THE FINAL DESIGN. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE LOCAL AGENCIES AND PROVIDING IT TO THE CLIENT.

**LEGEND**

1. LOT BOUNDARIES  
 2. LOT DIMENSIONS  
 3. LOT AREA  
 4. LOT PERIMETER  
 5. LOT CORNER MARKERS  
 6. LOT CENTER POINTS  
 7. LOT AREA CALCULATION  
 8. LOT PERIMETER CALCULATION  
 9. LOT CORNER MARKER CALCULATION  
 10. LOT CENTER POINT CALCULATION

LOT NO.	AREA (SQ. FT.)	PERIMETER (FEET)	CORNER MARKER CALCULATION	CENTER POINT CALCULATION
1	10,000	400	...	...
2	10,000	400	...	...
3	10,000	400	...	...
4	10,000	400	...	...
5	10,000	400	...	...
6	10,000	400	...	...
7	10,000	400	...	...
8	10,000	400	...	...
9	10,000	400	...	...
10	10,000	400	...	...
11	10,000	400	...	...
12	10,000	400	...	...
13	10,000	400	...	...
14	10,000	400	...	...
15	10,000	400	...	...
16	10,000	400	...	...
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18	10,000	400	...	...
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20	10,000	400	...	...
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77	10,000	400	...	...
78	10,000	400	...	...
79	10,000	400	...	...
80	10,000	400	...	...
81	10,000	400	...	...
82	10,000	400	...	...

**NOTES**

1. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.

2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.

3. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.

**OWNER'S CERTIFICATE**

I, the undersigned, being the owner of the above described land, hereby certify that the information furnished to the engineer is true and correct.

**NOTARIAL CERTIFICATE**

I, the undersigned, being a Notary Public for the State of New Jersey, do hereby certify that the above described land is the property of the undersigned.

**PLANNING - NOT MONUMENTED**

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT MONUMENTED. THE MONUMENTED PLAN SHALL BE SUBMITTED TO THE LOCAL AGENCIES FOR REVIEW AND APPROVAL.

**Callon Dietz**

LAND SURVEYORS

100501

**PLAN 33M**

APPROVED UNDER SECTION 51 OF THE PLANNING ACT THIS DAY OF \_\_\_\_\_ 2024.

LOT 22 CONGRESSION 5

PLANNING DIVISION

CITY OF WINDSOR

COUNTY OF WINDSOR

ONONDAGA SURVEYS

## **2.0 Discussion and Considerations**

### **2.1 Development Proposal**

Creekview Subdivision Phase 4 of the plan of subdivision will consist of 72 single detached lots (Lots 1 to 72) and one (1) park block (Block 73), all served by the extensions of Buroak Drive, Medway Park Drive, Tokala Trail and a new local street (Tokala Circle).

The recommended special provisions for the proposed Phase 4 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. Outside of the DC eligible items outlined in the attached Source of Financing (Appendix C), 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 draft plan of subdivision approval process and subdivision agreement conditions.

## **Conclusion**

Development Services Division staff are satisfied with the proposed special provisions for the Creekview Subdivision, Phase 4, 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

**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 21, 2021  
GK/PY/MC/jar

## Appendix A – Special Provisions

1.

### 15. PROPOSED SCHOOL SITES

~~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 Special Provisions:

2. The Owner shall submit revised engineering drawings should any Zoning application be submitted within this Plan of Subdivision for Lots in this Plan, all to the satisfaction of the City.
3. 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.

The Owner shall include in all agreements of purchase and sale and registered on the title of all Lots/Blocks in this Plan a warning clause advising the purchaser/transferee that these Lots/Blocks are not to be developed until the existing services are removed, alternate services are installed if necessary to replace the existing private services and the existing easement is quit claimed to the satisfaction of the City.

4. The Owner shall comply with conditions set out in the existing reciprocal agreement (Agreement between Claybar Developments Inc., Foxhollow Developments Inc., Fox Hollow North Kent Developments Inc., Landea Developments Inc. and Landea North Developments Inc. dated November 30, 2009) between the adjacent property owner to the east to construct adequate municipal services, grading, drainage and accesses over the external lands to the east, if necessary, to develop this Plan, all to the satisfaction of the City Engineer, at no cost to 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) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher for a total amount of \$10,000

6.

## **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 oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$ 23,414, excluding HST;
- (ii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$350,116, excluding HST;
- (iii) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$ 26,785, excluding HST;

## **24.6 EROSION AND SEDIMENT CONTROL**

**Add** the following new Special Provisions:

7. 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:

8. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
9. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owner to the north and east to regrade a portion of the property abutting this Plan, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
10. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall obtain permission to regrade the school property in Plan 33M-622 adjacent to this Plan.
11. The Owner shall regrade the landscaped area on the school property in Plan 33M-622 as per the accepted engineering drawings, all to the specifications and satisfaction of the City.



12. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct temporary diversion swales and external grading along the entire north limit of this Plan, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
13. The Owner shall maintain the temporary diversion swales external to this Plan along the entire north limit of this Plan until lands to the north develop, to the satisfaction of the City, at no cost to the City.
14. The Owner shall remove all existing temporary works, including diversions swales, catchbasins, etc., when the ultimate servicing is constructed and operational, all to the satisfaction of the City, at no cost to the City.

#### **24.8 STORM WATER MANAGEMENT**

**Add** the following new Special Provisions:

15. The Owner shall accommodate the major stormwater overland flows within this Plan from upstream (external) lands in accordance with the approved design studies and accepted engineering drawings, and to the satisfaction of the City Engineer, at no cost to the City.
16. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have low impact development (LID) features, if any, and any recommended water balance mitigation measures installed and operational in this Plan in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
17. Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
  - i) Operate, maintain, inspect, monitor and protect low impact development features, if any, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and,
  - ii) have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
18. Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
19. 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.

20.

#### **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 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 825 mm diameter storm sewer on Bridgehaven Drive at Medway Park Drive and the existing 2100mm diameter storm sewer on Bridgehaven Drive at Tokala Trail in accordance with the accepted engineering drawings, to the satisfaction of the City.

21.

**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 at Medway Park Drive and the existing 450 mm diameter sanitary sewer connecting at MH 363 on Bridgehaven Drive at Tokala Trail in accordance with the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

22. The Owner shall connect all existing field tiles into the proposed storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.
23. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary storm sewer and Ditch inlet catchbasin (DICB) and all necessary appurtenances at the north limit of Tokala Trail as per the accepted engineering drawings, to the satisfaction of the City. The Owner shall remove these works when warranted or as required by the City, to the satisfaction of the City.
24. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary DICB and storm sewer to connect to the existing tile at the north limit of Street 'C'/Medway Park Drive and all necessary works, as per the accepted engineering drawings, to the satisfaction of the City. The Owner shall remove these works when warranted or as required by the City, to the satisfaction of the City.
25. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove the existing storm sewer crossing Lots 21, 22, 26, 27 and 48 and Block 73 and any easements may be quit claimed, as per the accepted engineering drawings, to the satisfaction of the City.
26. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a storm sewer and any necessary appurtenances on Block 73 connecting to Bridgehaven Drive, as per the accepted engineering drawings, to the satisfaction of the City.
27. The Owner shall remove any existing infrastructure not required, including but not limited to, CICBs, DICBs, curbs, etc. that are no longer required and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City. Any existing easements may be quit claimed, all to the satisfaction of the City, at no cost to the City.
28. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to construct new services and make adjustments to the existing works and services on Buroak Drive in Plan 33M-750 and Plan 33M-622, Bridgehaven Drive in Plan 33M-767 and Tokala Trail in Plan 33M-767, 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, all to the satisfaction of the City Engineer, 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 certify for the City, for the purposes of assumption, all to the satisfaction of the City.

#### **24.10 WATER SERVICING**

**Add** the following new Special Provisions:

29. 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 300 mm diameter watermain on Buroak Drive, 300 mm diameter watermain on Bridgehaven Drive at Medway Park Drive and the 300 mm diameter on Bridgehaven Drive at Tokala Trail;
  - 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.



30. If the Owner requests the City to assume Tokala Trail with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 Tokala Trail 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.
31. If the Owner requests the City to assume Medway Park Drive with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 Medway Park Drive 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.

32.

#### **24.11 ROADWORKS**

**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 all Lots and Blocks 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 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 Buroak Drive and Tokala Trail in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including roundabout and diverter islands, to be installed as traffic control devices, to the satisfaction of the City Engineer.

33.

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

- (q) The Owner shall direct construction traffic associated with the construction of dwelling units in this Plan to access the site from Sunningdale Road West via Fair Oaks Boulevard to Buroak Drive, to the satisfaction of the City. All trades and construction vehicles shall park within this Plan of Subdivision.

**Add** the following new Special Provisions:

34. The Owner shall direct construction traffic associated with the installation of services in this Plan to access the site from the existing temporary access located on Sunningdale Road on lands to the north of this Plan, to the satisfaction of the City. All trades and construction vehicles shall park within this Plan of Subdivision.

35. The Owner shall remove the temporary turning circle on Buroak Drive and adjacent lands, in Plan 33M-622 to the east of this Plan and complete the construction of Buroak Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-622 for the removal of the temporary turning circle and the construction of this section of Buroak Drive and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Buroak Drive in Plan 33M-622 is constructed as a fully serviced road by the Owner of Plan 33M-622, then the Owner shall be relieved of this obligation.

36. Barricades are to be maintained at north limit of Tokala Trail and other locations as determined by the City, until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades, restore the boulevards and complete the construction of the roadworks, 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.

37. Prior to the issuance of any Certificate of Conditional Approval, or as otherwise directed by the City Engineer, the Owner shall construct a roundabout, including diverter islands, at the intersection of Tokala Trail and Buroak Drive, including permanent signage and pavement markings, or provide alternative measures as determined by the City, to the satisfaction of the City Engineer, at no cost to the City.

38. Prior to any work on the site, the Owner shall install signage advising construction traffic that loads on Sunningdale Road West are restricted to a maximum weight of five (5) tonnes per axle for any vehicle travelling on this road during the period March 1 to April 30, inclusive in any year.

#### **24.xx PLANNING**

39. The Owner shall ensure all Park and Open Space Blocks are sufficiently protected from sediment throughout the construction period. A robust sediment barrier and other erosion control measures, as shown on the approved Engineering drawings, shall be installed and maintained along all identified Block limits to the satisfaction of the City. The Owner's consulting engineer shall provide written certification of the barrier installation and monthly site inspection reports to the City during all development activity.

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

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

41. Within one (1) year of registration of this Plan, 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 to the satisfaction of the Director, Development and Compliance Division, to the satisfaction of the City.
42. 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 and Compliance Division, to the satisfaction of the City.
43. 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.
44. The Owner agrees to include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all Corner Lots (Lots 1, 15, 27, 37, 47, 48, 55, 62, 72) 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 and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior side yard road frontage. 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 Landea Developments Inc. to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Buroak Drive and Tokala Trail shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Medway Park 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 sidewalk shall be constructed on both sides of the following:

- i) Buroak Drive
- ii) Tokala Trail

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

- (i) Medway Park Drive – east and south boulevards

#### **Pedestrian Walkways**

There are no pedestrian walkways within 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 Landea Developments Inc. to which it is attached and forms a part.

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

### **LANDS TO BE CONVEYED TO THE CITY OF LONDON:**

0.3 metre (one foot) reserves:	Block 74 and Block 75
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Block 73
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 Landea 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:	\$ 551,069
BALANCE PORTION:	<u>\$3,122,723</u>
TOTAL SECURITY REQUIRED	\$3,673,792

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 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 Landea 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:**

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) North limit of Medway Park Drive for temporary access, storm sewer and ditch inlet catchbasin and associated work as per accepted engineering drawings.
  - (ii) North limit of Tokala Trail for storm sewer and ditch inlet catchbasin and associated work as per the accepted engineering drawings.
  - (iii) Along the entire north limit of plan for temporary diversion swales and associated works as per the accepted engineering drawings.

# Appendix B – Claims and Revenues

## Estimated Costs and Revenues

<b>Estimated DC Claim Costs</b>	<b>Estimated Cost (excludes HST)</b>
Claims for Owner led construction from CSRF	
- Storm sewer oversizing (DC19MS1001)	\$350,116
- Watermain oversizing (DC19WD1001)	\$26,785
- Sanitary Sewer oversizing..(DC19WW1001)	\$23,414
Total	\$400,315
<b>Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)</b>	<b>Estimated Revenue</b>
CSRF TOTAL	\$2,459,376

- 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 The Oversizing Subsidy costs are based on estimates from the accepted engineering drawings and the current DC By-law. Final claim payments will be approved based on constructed quantities in conjunction with the DC By-law.

Approved by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Yeoman  
**Director, Development Finance**

## Appendix C – Source of Finance

#21082

May 31, 2021  
(39T-05512\_4)

Chair and Members  
Planning and Environment Committee

RE: Subdivision Special Provisions - Landea Creekview Phase 4  
Landea Developments Inc. (Southside)  
Capital Project ES514519-Wastewater Internal Oversizing (2522150)  
Capital Project ES542919-Storm Sewer Internal Oversizing (2522148)  
Capital Project EW381819- Watermain Internal Oversizing (2522149)

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Planning and Economic Development and Chief Building Official, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
<b>ES514519-Wastewater Internal Oversizing</b>				
Engineering	200,000	0	0	200,000
Construction	866,453	29,106	23,826	813,521
<b>Total ES514519</b>	<b>1,066,453</b>	<b>29,106</b>	<b>23,826</b>	<b>1,013,521</b>
<b>ES542919-Storm Sewer Internal Oversizing</b>				
Engineering	200,000	0	0	200,000
Construction	7,577,079	1,742,424	356,278	5,478,377
<b>Total ES542919</b>	<b>7,777,079</b>	<b>1,742,424</b>	<b>356,278</b>	<b>5,678,377</b>
<b>EW381819-Watermain Internal Oversizing</b>				
Construction	268,619	0	27,256	241,363
<b>Total Expenditures</b>	<b>\$9,112,151</b>	<b>\$1,771,530</b>	<b>\$407,360</b>	<b>\$6,933,261</b>
<b>Sources of Financing</b>				
<b>ES514519-Wastewater Internal Oversizing</b>				
Drawdown from City Services - Wastewater Reserve Fund (Development Charges) (Note 1)	1,066,453	29,106	23,826	1,013,521
<b>ES542919-Storm Sewer Internal Oversizing</b>				
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	7,777,079	1,742,424	356,278	5,678,377
<b>EW381819-Watermain Internal Oversizing</b>				
Drawdown from City Services - Water Reserve Fund (Development Charges) (Note 1)	268,619	0	27,256	241,363
<b>Total Financing</b>	<b>\$9,112,151</b>	<b>\$1,771,530</b>	<b>\$407,360</b>	<b>\$6,933,261</b>
<b>Financial Note</b>				
	<b>ES514519</b>	<b>ES542919</b>	<b>EW381819</b>	<b>Total</b>
Contract Price	\$23,414	\$350,116	\$26,785	\$400,315
Add: HST @13%	3,044	45,515	3,482	52,041
Total Contract Price Including Taxes	26,458	395,631	30,267	452,356
Less: HST Rebate	-2,632	-39,353	-3,011	-44,996
Net Contract Price	\$23,826	\$356,278	\$27,256	\$407,360

**Note 1:** Development Charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Jason Davies  
Manager of Financial Planning & Policy

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