

Subdivision Agreement  
F. Gerrits

<b>TO:</b>	<b>CHAIR AND MEMBERS - PLANNING AND ENVIRONMENT COMMITTEE MEETING ON JUNE 18<sup>th</sup> , 2013</b>
<b>FROM:</b>	<b>G. KOTISFAS. P.ENG MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES &amp; CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT</b>	<b>GENERAL PROVISIONS OF THE SUBDIVISION AGREEMENT</b>

**RECOMMENDATION**

That, on the recommendation of the Manager of Development Services & Planning Liaison, the following proposed Standard Subdivision Agreement Template, as amended in Appendix “A” attached hereto, be circulated to the London Development Institute, the London Homebuilders Association and other interested parties, and brought back to a future meeting at Planning and Environment Committee, no later than August 2013.

**PURPOSE**

Over the past several decades, the format of subdivision agreements has been divided into two categories:

- Part 1 – *General Provisions*, which incorporated all standard conditions and works to be completed; and
- Part 2 – *Special Provisions*, which incorporated specific conditions and works that applied only to a particular subdivision.

The standard General Provisions template for subdivision agreements had not been reviewed for quite some time and was overdue for an update while many Special Provisions are either a duplication of content covered in the General Provisions or are repeated in every subdivision agreement making them good candidates to include as General Provisions.

This report recommends approval of a revised Standard Subdivision Agreement Template that has been amended to:

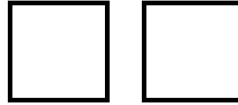
- Restructure the clauses to improve clarity and streamline workload;
- Update General Provisions to remove duplication and recognize “Special” provisions that are being applied consistency; and
- Clean up language to reflect current policies, practices and Divisional structures.

Going forward, Staff is also seeking authorization to undertake administrative revisions to the proposed Standard Subdivision Agreement Template in consultation with the Legal Services in order to maintain the ongoing accuracy of this document for implementation purposes.

**DISCUSSION**

**Restructuring the Template:**

The traditional two part structure of the Standard Subdivision Agreement Template spreads clauses related to certain types of works or requirements across the General Provisions and the Special Provisions allowing for duplications, omissions and discrepancies. Presently, commenting Divisions and Agencies are circulated the plan of subdivision and are required to identify necessary special provisions. Due to the current template structure, the Special Provisions are typically prepared in isolation from the General Provisions resulting in the above-noted problems. Also, discussions with Applicants during agreement preparation tend to focus primarily on the Special Provisions while clauses related to topics of discussion may also be included in the General Provisions.



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The proposed update to the Standard Subdivision Agreement Template structure organizes clauses by subject matter with each subsection containing:

- General Provisions;
- General Provisions with site specific customization (ie: Block/Lot #'s); and
- Special Provisions specific to the subdivision.

Applying this structure will create final agreements that are easier to prepare, review and enforce.

Commenting Divisions and Agencies will have the new Standard Subdivision Agreement Template for the subsection relating to their area of expertise. When commenting on circulated subdivision agreement requests, they will be better equipped to consider all related clauses together and need only provide Development Services with any recommended special provisions and site specific customizations.

As is presently done, staff reports for Council approval of subdivision agreements will include the recommended special provisions and site specific customizations.

### **Updating the General Provisions:**

Development Services and Legal Services have taken this opportunity to review the General Provisions in order to clear some of the duplications and redundancies that have crept into the agreement template over time due to its separated structure.

The review also concluded that many Special Provision clauses are not necessarily “special” clauses specific to the individual subdivision, but rather, were common clauses repeated in every subdivision agreement. As a result, the proposed Standard Subdivision Agreement Template attached, in Appendix “A” has added these consistently repeated Special Provisions as ‘General Provisions’ of the subdivision agreement to include as standard clauses. This will simplify workload for commenting Divisions and Agencies by reducing the number of special provisions to be provided to Development Services for each circulation.

### **Cleaning up Template Language:**

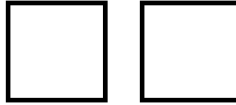
The review of the Standard Subdivision Agreement Template also considered the language of the standard clauses to ensure consistency with current City policies, practices and Divisional structures. Examples of language updates include:

- correcting out of date references to discontinued departments and titles (ie: references to General Managers)
- reflecting updated City policies and standards (ie: new requirements for mitigation of groundwater infiltration into sewers); and
- aligning with current approval procedures (ie: removing pre-File Manager references)

Requirements relating to the installation of concrete pads for community mailboxes have been updated in response to the new requirements being implemented whereby Canada Post is seeking payment from developers to undertake the installation of pads and mailboxes for subdivision applications accepted after January 1, 2014. To address the need for community mailboxes, a condition of draft approval is being proposed, which would require that:

“prior to final approval, the owner shall ensure arrangements have been made with Canada Post to provide for the installation of community mail boxes to the satisfaction of the City”.

The new Canada Post requirement, that developers pay a fee of \$200 per address for the set-up of community mailboxes in new developments, is being opposed by some members of the development community. Therefore, the draft plan condition has been crafted to ensure that community mail boxes are provided, but does not pre-determine the terms and conditions by which this is achieved.



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A copy of the proposed Standard Subdivision Agreement Template was provided to London Development Institute (LDI) for their review and comment on April 3<sup>rd</sup>, 2013. LDI provided a preliminary response on May 1<sup>st</sup>, 2013 indicating they do not have any concerns with the proposed new format but requested staff circulate them on any future changes as they arise.

**Authorization for Administrative Amendments:**

With the positive step of thoroughly updating the Standard Subdivision Agreement Template completed, staff will continue to monitor and review the template going forward with the objective to avoid redundancies and craft user friendly clauses while ensuring the clauses remain enforceable.

In order to support these efforts, Staff are seeking Council authorization to undertake amendments to the Standard Subdivision Agreement Template as needed from time to time to address matters administrative in nature and maintain the accuracy of the document. Any recommended amendments with the potential to impact City business practices or commitments shall be brought before Committee for Approval.

The Legal Services Division has played an integral role in the review of the General terms and conditions of the Standard Subdivision Agreement.

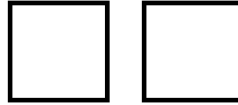
A copy of the final edited Standard Subdivision Agreement Template is attached for reference as Appendix "A".

<b>CONCLUSIONS</b>
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The proposed Standard Subdivision Agreement Template as amended, Appendix A, has been updated to implement a new format for subdivision agreements, eliminate redundancies and correct out-of-date language. Adopting the recommended new format should simplify processes staff in various Divisions by reducing time spent on each individual subdivision and provide for clearer, more enforceable final agreements.

<b>PREPARED BY:</b>	
<b>FRANK GERRITS</b> SUBDIVISION DOCUMENTATION COORDINATOR DEVELOPMENT SERVICES	
<b>RECOMMENDED BY:</b>	<b>SUBMITTED BY:</b>
<b>TERRY GRAWAY</b> MANAGER, DEVELOPMENT SERVICES & PLANNING LIAISON DEVELOPMENT SERVICES	<b>G. KOTISFAS, P. ENG.</b> MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

TG/fg  
 Attach.  
 June 3., 2013



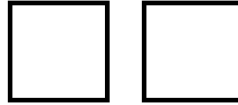
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## APPENDIX 'A'

### THE CORPORATION OF THE CITY OF LONDON SUBDIVISION AGREEMENT INDEX

#### **PART I – PROVISIONS OF DEVELOPMENT**

1. DEFINITIONS
2. INCONTESTABILITY
3. COMMENCEMENT AND COMPLETION
4. WORK SCHEDULES
5. STANDARD OF WORK
6. SOILS CERTIFICATE
7. THE OPINION OF THE CITY ENGINEER
8. INSURANCE AND INDEMNITY
9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS
10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE
11. RIGHT OF INSPECTION AND DIRECTION
12. CONSTRUCTION LIENS
13. LANDS FOR MUNICIPAL PURPOSES
14. LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE
15. EXECUTION OF CONVEYANCES AND EASEMENTS
- 16.1 SCHOOL BOARD NOTICES
- 16.2 PROPOSED SCHOOL SITES
17. DEFAULT
18. REMEDY ON GIVING NOTICE OF DEFAULT
19. REMEDIES ON FINAL DEFAULT
20. NOTICE
21. PAYMENT OF SOLICITORS' COSTS
22. PAYMENT OF RATES, TAXES AND LEVIES
23. IDENTIFICATION SIGNS
24. SITE SIGNS
25. PROVISIONS OF DEVELOPMENT
  - 25.1 - Standard Requirements
  - 25.2 - Claims
  - 25.3 - Methane Gas
  - 25.4 - Contamination
  - 25.5 - Erosion and Sediment Control
  - 25.6 - Grading
  - 25.7 - Storm Water Management
  - 25.8 - Storm Sewer, Sanitary Sewer and Water
  - 25.9 - Road Work
  - 25.10 - Parks
26. ASSIGNMENT
27. SEVERANCE OF ULTRA VIRES TERMS
28. ZONING
29. CONDITIONS IMPOSED BY APPROVAL AUTHORITY

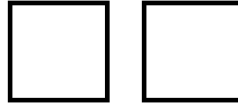


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**PART II - SCHEDULES**

- SCHEDULE "A" – Lands to which Agreement is to be registered against
- SCHEDULE "B" – Plan of Subdivision
- SCHEDULE "C" – Special Works and Services
- SCHEDULE "D" – Lands to be Conveyed
- SCHEDULE "E" - Securities
- SCHEDULE "F" - Easements
- SCHEDULE "G" – Certificate of Completion of Works
- SCHEDULE "H" – Verification of Soils Testing Procedures and Results
- SCHEDULE "I" – Lot Grading Plan
- SCHEDULE "J" – Certificate of Compliance for Erosion and Sediment Control Measures
- SCHEDULE "K" - Final Certificate of Lot and Block Grading
- SCHEDULE "L" – Transfer of Multi-Purpose Easement



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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter called the City)

OF THE FIRST PART

AND

**NAME OF OWNER**  
a Company incorporated  
under the laws of the Province of Ontario  
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Owner represents that it is seized of those lands situate in the City of London, in the County of Middlesex, more particularly described in **Schedule "A"** hereunto annexed, and desires to obtain the approval of the City to the draft plan of subdivision of the said lands as shown on **Schedule "B"** to this Agreement, and the Approval Authority has requested the City to advise him as to the terms upon which his consent to the registration of the Plan should be given;

AND WHEREAS the said plan of subdivision would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the Approval Authority has required as a condition precedent to his approval of the said plan of subdivision that the Owner enter into this Agreement with the City;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by the City to the Owner (the receipt whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**PART I – PROVISIONS OF DEVELOPMENT**

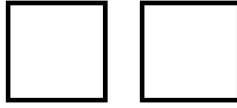
**1. DEFINITIONS**

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

“Approval Authority”, means that person, who for the time being, is delegated by Council for the City of London, the Authority to approve Plans of Subdivision.

"City Engineer" means that person who, for the time being, is employed by the City as its Engineer, its Deputy or Acting Engineer, or designate.

“City Solicitor” means that person, who for the time being, is employed by the City as its City Solicitor or its Assistant City Solicitor.



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"Fully Serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in Section 5 of this Agreement.

"Land Registrar" means a land registrar appointed under the *Land Titles Act* or the *Registry Act*

"Lot" shall include "Block".

"Lot serviced with" means a Lot shown on the Plan to which any specified service in good working condition and, where applicable, completed in conformity with this Agreement is immediately contiguous and to which service it is, in the opinion of the City Engineer, conveniently and reasonably possible to connect for the purposes of any dwelling or other building which might be erected upon the said Lot.

"Professional Engineer" means a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public.

"This Plan" means the plan of subdivision annexed to this Agreement and marked **Schedule "B"**.

## 2. **INCONTESTABILITY**

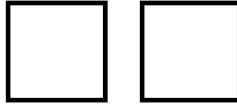
The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition hereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

## 3. **COMMENCEMENT AND COMPLETION**

The final Plan of subdivision, in the form and detail shown on **Schedule "B"**, shall be lodged for registration with the Land Registrar by the Owner within thirty (30) days of its approval by the Approval Authority and the Owner shall thereafter wholly at its own expense construct, install and promptly pay for the works and services set out upon the lists, plans and specifications hereinafter set forth, and also those set forth in **Schedule "C"** hereto annexed. Failure on the part of the Owner to promptly pay for works and services required by this Agreement to be constructed and installed, shall be deemed to be a "Final Default" under this Agreement. The Owner shall commence the said construction and installation not later than the first anniversary of the date of approval of the final Plan by the Approval Authority and shall wholly complete the same not later than and have the subdivision assumed as outlined in Clause 10 within either seven (7) years from the date of registration of this Agreement or once building permits have been issued for seventy percent (70%) of the building Lots and Blocks in this subdivision, whichever shall be the earlier. Should the Owner, having used all reasonable diligence and foresight, be prevented as a result of a work stoppage by his own employees, an Act of God or act of the Queen's enemies (and no other reason shall be an excuse unless otherwise specifically herein provided) from commencing or completing work within the time specified, then the date for the commencement or the completion of the work, as the case may be, shall be extended for a length of time equal to the duration of the said cause of delay. The Owner shall not apply under the *Land Titles Act* for an amendment to the said Plan without first obtaining, in writing, the approval of the Approval Authority and the City thereto.

## 4. **WORK SCHEDULES**

The Owner shall not commence any work or construction on any of the services for this subdivision or part thereof until the City has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the City, ought to have been included therein, the same shall be carried out by the Owner as though they were included in and form a part of this Agreement.



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The Owner hereby covenants and agrees that any work required under this Agreement shall not commence or, having commenced and subsequently halted, deferred or suspended (except overnight or over a weekend) shall not commence again without written notification to the City.

The Owner further covenants and agrees that the City may require the Owner to provide and submit written work schedules for approval to the City for any work required directly or indirectly by this Agreement. All work for which a schedule is required shall be carried out in accordance with the approved work schedules.

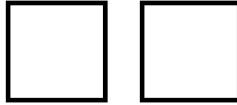
## 5. STANDARD OF WORK

All works and services shall be constructed in the standard location in accordance with the latest revised drawing entitled, "Standard Utility Location for All Residential Streets - Utilities Co-ordinating Committee, City of London". Should a variation from the standard location be necessary that is in conflict with the standard location of another utility, this variation must be to the satisfaction of the City.

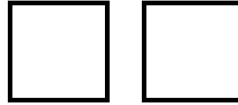
Plans and specifications for all works and services herein required to be done by the Owner shall be first submitted to the City in an acceptable format and such work shall not be commenced until the City has received such plans and specifications and has expressly authorized such work to commence. All works and services shall be constructed and installed strictly in accordance with the said plans and specifications, all to the satisfaction of the City. The Owner shall construct all services and provide other requirements which will be known only after the details of the engineering design are submitted to the City. The City may require, in writing, such variance from such plans and specifications as may be required by conditions which may be disclosed as the work progresses, and by sound engineering practice. The works and services required to be done by the Owner shall be wholly at the expense of the Owner except as may be otherwise herein expressly provided, and shall include the items set forth in **Schedule "C"** hereto in addition to the following:

- 5.1 The Owner shall be subject to, notwithstanding any of the provisions herein, all by-laws of the City. The Owner further agrees that in the event of a conflict between the provisions of this Agreement and the provisions of any by-law of the City, the provisions of the by-law prevail.
- 5.2 The Owner hereby covenants and agrees that the provisions of all general by-laws as amended from time to time, including those pertaining to development charges and other levies, shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.
- 5.3 The Owner acknowledges that the prevailing City By-laws (currently Nos. C.P.-1413-214 and C.P.-1414-215) and its amendments and successors, requiring contributions towards the cost of boundary roads and outlet sewers, commonly referred to as development charges, will apply to all the lands within this Plan. The amount and conditions related to these payments will be in accordance with the said By-laws and its amendments and successors at the time of issuance of building permits on the Lots.
- 5.4 The Owner shall obtain all permits, certificates, or approvals, necessary to complete the work outlined in this Agreement.
- 5.5 The Owner shall notify the City in writing of the Professional Engineer that the Owner has appointed to carry out the requirements stated herein. The Owner further agrees to notify the City in writing of all changes to this appointment.
- 5.6 The Owner shall have its Professional Engineer provide an opinion regarding the need for an Environmental Assessment under the Class EA requirements for the provision of any services related to this Plan. Prior to the submission of engineering drawings, all Class EA's must be completed and approved.



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- 5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.
- 5.8 Prior to any open burning of any material on site, the Owner shall obtain approval from the London Fire Department.
- 5.9 The Owner shall not register on title of any Lot within this Plan which are zoned for Low or Medium Density Residential uses, any restrictive covenants which prohibits or limits the use of clotheslines and/or umbrella dryers.
- 5.10 The Owner, or his Professional Engineer, shall ensure that any proposed excavation, construction, entrance or exit installation, demolition, etc. will not interfere with or be in conflict with location and/or depth of any existing underground facilities, including sewers, pipelines, mains on street allowances or private rights-of-way, services, meter and regulator installations, valve boxes, cathodic protection test points, etc. In instances of apparent conflict, the Owner, or his consultant, shall obtain field locates from the appropriate commission, utility or agency.
- 5.11 The Owner shall not export any fill material from the site and deposit it in any area susceptible to flooding under regional storm conditions as regulated by the Conservation Authorities Act of Ontario.
- 5.12 The Owner shall require any purchaser from him to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc., and shall notify such purchaser in writing to refrain from dumping on lands dedicated by the Owner to the City for municipal purposes. The Owner shall be held responsible for the general tidy appearance of the subdivision until assumption by the City and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the City. The Owner shall adequately maintain all roads, sidewalks and pedestrian walks within the subdivision free from mud, debris, building materials or other obstructions to the satisfaction of the City.
- 5.13 The Owner or his Professional Engineer shall ensure that adequate arrangements are made with the City to obtain Permits of Approved Works for any work to be done on an existing City street and provide the Utilities Coordinating Committee with adequate notice prior to commencing construction on an existing City street. All warning signs and other related items are to be provided in accordance with the City's standards.
- 5.14 The Owner shall enter into such agreement as may be required by London Hydro Inc. with respect to electrical systems to service every Lot in this subdivision. The Owner shall have it's Professional Engineer review with London Hydro Inc. and the City, the availability of services and the servicing requirements prior to any detailed engineering being carried out for this subdivision.
- 5.15 Prior to registration of this Plan, or upon request by the City, the Owner shall submit to the City a digital file of the final plan to be registered in a digital format acceptable to the City for approval and acceptance.
- 5.16 The Owner shall show community mailbox locations on the "Subdivision Identification" sign in compliance with Section 23 herein, and displayed in a prominent location in the housing sales office(s).
- 5.17 The Owner, in consultation with the London Transit Commission, shall indicate on the approved engineering drawings the possible 'Future Transit Stop Areas', and shall be shown on the subdivision "Identification Sign" in compliance with Section 25 of this Agreement and displayed in a prominent location in the housing sales office(s).



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The Owner shall install signage as the streets are constructed, indicating "Possible Future Transit Stop Area" in the approximate stop locations. The exact stop locations shall be field located as the adjacent sites are built, at which time the Owner shall install a 1.5 metre wide concrete pad between the curb and the boulevard at the finalized stop locations, all to the satisfaction of the City and the London Transit Commission.

Any variance from items (1) to (17) above must be clearly set forth in **Schedule "C"**. All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the City. Winter maintenance work including ploughing, salting and sanding shall be provided for all streets and sidewalks within this Plan of Subdivision to a degree which, in the opinion of the City, is consistent with the number of residences under construction or occupied on any street. All survey monuments shall at all times be carefully preserved and immediately repaired or replaced under the direction of an Ontario Land Surveyor if accidentally damaged or destroyed. The Owner shall obtain and grant to the City easements for the said sewer, water and electric services whenever the same are on private property, such grants to be at the expense of the Owner, and in a form approved by the City Solicitor, and further provided that until such time as the foregoing works and services have been assumed by the City, the Owner shall for the purpose of minimizing or eliminating danger of damages or inconvenience arising out of personal injury and damage to property, direct all or certain construction vehicles or equipment associated with the construction of this subdivision along such streets specified by the City

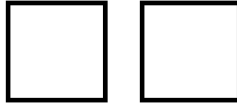
## 6. SOILS CERTIFICATE

The Owner retain a soils Professional Engineer with proven experience in road works to the satisfaction of the City, to check the construction procedures, quality of materials and workmanship used and to give written verification that the proposed design standards approved for the road works required under this Agreement by the City have been achieved. This testing will be carried out to the satisfaction of the City using periodic inspection and testing of the road works and normal engineering procedures to evaluate the adequacy of the construction. The Owner agrees that prior to commencing any sewer construction he will hold a meeting with representatives of his contractor, soils and subdivision design Professional Engineers and establish and have approved the means of compacting trench backfill material. The Owner shall have representatives of his soils Professional Engineer and subdivision design Professional Engineers on the site when the installation of sewers is started. The approved method or methods of compacting the sewer trench backfill material will be tried and tested by the soils consultant to ensure that the method or methods to be used meets the road design criteria. Not more than 150 metres (approximately 500 feet) of sewer shall be laid unless approved otherwise by the subdivision design Professional Engineers until the soils consultant has approved the compaction method or methods. The soils consultant will supply in writing descriptions of the approved compaction method or methods and their best results to the contractor, Professional Engineer and City within two (2) days after the initial testing. Further testing is to be carried out as outlined above. The written verification is to be supplied to the City prior to a request by the Owner for the assumption of any roads within the subdivision and is to cover all the roads contained in the request for assumption.

The written verification shall be in the form set out in **Schedule "H"** attached hereto.

## 7. THE OPINION OF THE CITY ENGINEER

With respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Owner, and as to whether or not any works or services, in whole or in part, are being or have been constructed, installed, repaired or maintained strictly in accordance with the terms of this Agreement, including Schedule "C" and, where applicable, the City of London – Design Specifications and Requirements Manual; as



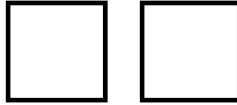
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hereby required, and as to whether any breach or plans, specifications or requirements of the City Engineer has occurred or has been remedied, the decision of the City Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or equity, or before any administrative or other tribunal upon any ground whatsoever, other than upon the grounds that the City Engineer has not acted in good faith in forming or giving his decision, the proof of which shall be and remain upon the party seeking to attack the decision of the City Engineer, and wherever in this Agreement work or services are required to be constructed, installed, repaired or maintained within a certain time or in a certain order or in a certain manner, or in conformity with any plans, specifications or other terms, such requirement shall be conclusively deemed to mean so constructed, installed, repaired or maintained as determined and as required and approved by the City Engineer.

## 8. **INSURANCE AND INDEMNITY**

The Owner shall at its sole cost and expense, obtain and maintain and provide the City with evidence of the following minimum insurance:

- 8.1 commercial general liability insurance covering the ownership of the property described in this agreement and construction, installation, repair or maintenance of all works and services required herein to be done. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, completed operations, contingent employers' liability, cross liability and severability of interest clauses and shall provide that
- (i) This insurance shall contain no exclusions for loss or damage from blasting, explosives, vibration, pile driving, the removal or weakening of support, shoring or underpinning or from any other activity or work that may be done in connection with this Agreement.
  - (ii) This insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to all of the Owner's responsibilities in connection to this Agreement.
- 8.2 Automobile liability insurance, including owned, leased and non-owned vehicles in an amount not less than five million (\$5,000,000.) dollars per occurrence as stipulated in the Ontario Automobile Insurance Act.
- 8.3 Environmental Impairment (Pollution) Liability Insurance covering third party injury and property damage arising out of sudden and accidental pollution including, but not limited to, unexpected and unintended spills, discharges, emissions, dispersal, leakage, mitigation, release or escape or pollutants.
- (i) This insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to all of the Owner's responsibilities in connection to this Agreement.
  - (ii) The Owner shall ensure that prior to inception of this Agreement and thereafter at least once annually for a period of three (3) years following completion of the work described herein a certificate of insurance acceptable to the City evidencing continuation of coverage described herein shall be sent to the City.
  - (iii) The provision of evidence of insurance shall not be construed as relieving the Owner of its responsibilities for any claims which may become known after the period of three years referred to in Clause 8.3.2, above.
- 8.4 The above-mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. Failure to procure and maintain said insurance shall



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constitute a default under this Agreement.

- 8.5 All insurance policies referenced herein must be underwritten by insurers meeting the financial stability requirements of the City of London.
- 8.6 The City reserves the right to request from time to time such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require.

### 9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS

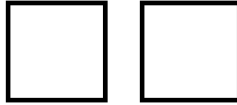
The Owner, any subsequent owner and or their agents or assignee, covenants and agrees that no building permit will be applied for (other than any permit which may be required for the construction of the works and services hereinafter described) and no person shall be entitled to a building permit with respect to any Lot upon this plan of subdivision until with regard to the services in respect thereof there exists a Certificate of Conditional Approval, except as hereinafter provided. If, in the opinion of the City, or upon certification by an independent registered Professional Engineer, Lots are serviced with:

- (a) storm sewer connected to an approved outlet;
- (b) sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection;
- (d) approved electrical connection;
- (e) curb and gutter;
- (f) catch basins and connections;
- (g) granular "B" access road;
- (h) permanent street signs; and
- (i) subdivision and Lot identification signs;

and provided that the Owner has complied with the City's "subdivision security policy" which may be in effect from time to time; and provided also that the Owner shall not then be in default under any term of this Agreement, the City may issue a certificate of conditional approval in respect of such services, excepting only that any Lot not having been serviced with a water service connection from an abutting water main, will not delay the issuance of the said certificate of conditional approval.

And the Owner covenants and agrees, and undertakes to notify, in writing, any purchaser of a Lot on the said plan of subdivision from him, that the City may refuse any application for a building permit if made before such works and services have been constructed and installed for the benefit of the Lot in respect of which a permit is sought, and no proceedings to compel the City or its officers or employees to issue any building permit shall be taken until the said works and services have been constructed and installed as aforesaid. The issuance of a building permit with respect to any particular Lots shall not be deemed an admission by the City that the services to such Lot have been satisfactorily completed. Notwithstanding the requirement for curb and gutter to be installed prior to the issuing of a building permit, the City, subject to all other conditions having been met, may issue a building permit or permits provided that the Owner shall certify that he has supplied in writing, to the builder or Owner of the property, all the necessary respective elevations and grades as shown on the approved Lot grading plan and street profile. Failure on the part of the Owner to notify, in writing, any purchaser from him, shall be deemed to be a default of the Owner under this Agreement. No occupancy of any building shall take place until there has been constructed within the street allowance adjacent to that building, the following:

- (a) a storm sewer connected to an approved outlet;
- (b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection;
- (d) approved electrical connection;
- (e) catch basins and connections;
- (f) granular "B" access road;
- (g) permanent street signs;



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- (h) subdivision and Lot identification signs.

Except as otherwise provided herein, no Lot in the subdivision acquired by a bona fide purchaser for value shall be charged in any way with the obligations of this Agreement, but such purchaser shall be subject to the restrictions and conditions of this paragraph limiting the right to obtain a building permit or the right to compel the issuance thereof; provided that connections are not to be made from any building to the sanitary sewer system prior to the roof being on the building and the building being sheathed.

Any purchaser of a Lot in this plan of subdivision shall be subject to the restrictions and conditions of this section limiting the right to obtain a building permit or the right to compel the issuance thereof. No connection from any building to the sanitary sewer system shall be made prior to the roof being on the building and the building sheathed.

In the event that the Owner defaults in the payment of money required pursuant to Section 13 for park or other recreational purposes, any subsequent purchaser of a Lot shall remain liable to pay to the City an amount for each Lot that the purchaser owns in a subdivision, in accordance with By-law CP-9, Parkland Conveyance and Levy By-law. No building permit shall be issued until the payment is received by the City.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have its Professional Engineer carry out the following to the satisfaction of the City and at no cost to the City in order to verify that no deficiencies exist in the storm and sanitary sewers constructed to serve this Plan:

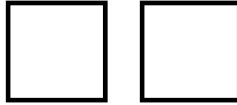
- (a) Provide a copy of the video inspection of all storm and sanitary sewer systems constructed to serve this Plan in a format acceptable to the City. The video is to be checked in advance by the Professional Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected; and
- (b) Conduct deflection testing by pulling a suitable mandrel through the pipe not sooner than thirty (30) days after the completion of backfilling, all in accordance with Ontario Provincial Standard Specifications; and
- (c) If PVC pipe is used in the construction of sewers and/or watermains for this Plan, the Owner shall provide to the City a current certificate from the PVC pipe manufacturer as to the pipe used and verifying that the pipe meets the required pipe design specifications.

#### **10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE**

The Owner shall have its Professional Engineer provide on-site inspection by a qualified inspector approved by the City, of all works and services required by this Agreement that are to be assumed for maintenance by the City.

When all matters, works, services and things required to be constructed, installed or done by the Owner except as herein before specified, in the opinion of the City or on certification of an independent registered Professional Engineer in accordance with the form of certification shown in **Schedule "G"** attached hereto have been accomplished strictly in accordance with this Agreement and Schedule "C" and to the specifications and satisfaction of the City, the City shall issue to the Owner a Certificate of Assumption approval to that effect (Herein called an assumption certificate). The City will not issue an assumption certificate until the Owner has provided the City with final "as-constructed" drawings to the current standards of the City.

The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the City, or on the certification of an independent registered Professional Engineer, sound engineering practice, for the period of one (1) year after the same are assumed by by-law of the City. Provided however, that the City may, at its option, assume any or all of the said works and services at any time, but



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the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.

Prior to assumption of any works or services by the City, the Owner shall have its Professional Engineer certify to the City in the form as set out in **Schedule "K"** to this Agreement, regarding each and every Lot in the subdivision that is fully developed or still vacant, bearing the signature and seal of an Ontario Professional Engineer authorized by the Association of Professional Engineers of Ontario or who is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public, that the actual finished elevations and grading of each such Lot generally conform to the accepted subdivision grading plan. Further, the Owner's Professional Engineer's certification must identify all Lots under construction at the time of assumption and that they will be final graded in general conformity to the accepted subdivision grading plan upon completion.

The Owner shall deliver to the City a certificate signed by an Ontario Land Surveyor certifying that the survey monumentation shown on the registered plan of subdivision that defines the exterior boundary of the subdivision, the streets, lanes, walkways, street widenings, reserves, park blocks, open space blocks, storm water management blocks, and any other block or parcel of land that has been dedicated or transferred to the City or that will ultimately be owned by the City, is either physically in place or appropriately witnessed as a condition precedent to the assumption of the public services by the City.

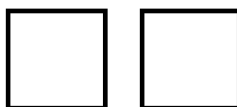
Upon the assumption of any of the works or services, the same shall wholly vest in the City without payment therefor, and the Owner shall have no right, title or interest therein. Notwithstanding that the services, or any of them, have been so assumed by the City, the Owner undertakes and guarantees that the work, labour and materials are in compliance with the specifications therein provided and the requirements of the City. In default, the City may carry out any required reconstruction or repair and in default of repayment therefor by the Owner forthwith the City shall be entitled to resort to the security as provided by Clause 14 of this Agreement. If pursuant to this Agreement and in the opinion of the City, if the City finds it necessary to enter upon the lands covered by this Agreement to perform any work, including maintenance, which the Owner should have completed, the City shall be deemed to be acting as agent of the Owner and shall not be deemed to have assumed any work or service by so doing and the cost of such work shall be borne by the Owner; provided, however, that the City may, at its option assume any or all of the said works and services at any time, but the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a specific by-law assuming such work or service and it is hereby understood and agreed that the passing of any other by-law whether regulating traffic, parking or any other matter affecting lands within the subject Plan of subdivision, shall not be deemed to be a by-law effecting assumption by the City.

#### **11. RIGHT OF INSPECTION AND DIRECTION**

The Owner agrees that the City and other persons authorized by it for the purpose shall have the right at any time, and from time to time, to enter upon any part of the lands and the lands upon which any work or service herein required to be done is being, or has been, constructed, and to make such tests and inspections as he may deem necessary or desirable and to call out and obtain any document, contract, Plan, specification, record or other writing or thing which, in his opinion is desirable for him to obtain in order to facilitate his inspection, and to give direction to the Owner in any matter touching upon the due performance of the work and services herein required to be done. The City may require that any or all work shall cease until any breach of plans and specifications or his requirements (of which he shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if he shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the City by the Owner recoverable upon demand.

#### **12. CONSTRUCTION LIENS**

In the event, from time to time, that any construction lien including a claim for lien by a lien claimant and any certificate of action, all within the meaning of the *Construction Lien Act*, R.S.O. 1990, shall be registered and shall be preserved or perfected in respect of any



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works or services constructed, installed, repaired or maintained by or on behalf of the Owner, the Owner after having been given notice by any person or of becoming aware of the existence of any such preserved or perfected construction lien, within the time provided for, and following the procedures set out and prescribed, in the Construction Lien Act, R.S.O. 1990, and Ontario Regulation 175/90, shall forthwith discharge (or have vacated) any preserved or perfected claim for lien made in respect of the works and services constructed by the Owner under this Agreement, or against the security Lands held by the City.

Should any preserved or perfected claim for lien remain outstanding for more than twenty (20) calendar days, the City may, without notice and without making a declaration that the Owner is in default, or final default, utilize any remedy which would be available to it upon the final default of the Owner. This right shall continue until the City has been served with evidence satisfactory to it, that all liens have been discharged or vacated.

The Owner shall not be entitled to a release or reconveyance of any subdivision security until any preserved or perfected claim for lien be discharged and the registration of a claim for lien or a certificate of action, or both, be vacated, to the satisfaction of the City, and any statutory appeal period has expired.

**13. LANDS FOR MUNICIPAL PURPOSES**

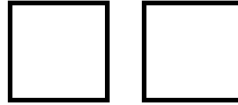
13.1 The Owner shall, at its expense, convey by deed in statutory form, for nominal consideration, absolutely to the City, in fee simple, free and clear of any encumbrance whatsoever, including realty taxes and without condition, those lands more particularly described in **Schedule "D"** hereto. Upon being conveyed to the City, the Owner shall at its sole risk and expense clear the said lands of all debris and trash leaving the same in a state satisfactory to the City. Upon such conveyance, the Owner shall cease to have any right, title, claim or obligation in respect of such lands, except as hereinafter provided. Any use of the said lands by the Owner shall be upon the consent of the City and subject to any conditions it might impose in its sole discretion;

13.2 The Owner shall, at its expense, obtain and grant or cause to be granted to the City, easements for sewer, water and electric services as described in **Schedule "F"** hereto, in accordance with City's standard easement agreement form and satisfactory to the City Solicitor;

13.3 The Owner shall that with respect to all lands to be conveyed to the City for security, dedicate five percent (5%) park land as set out in By-law No. L.S.P.-2846-323 or grants of easements, as herein elsewhere provided, the Owner shall prior to the registration of the Plan, deliver or cause to be delivered to the City, an opinion by a solicitor so authorized to practice in Ontario, to the effect that the title to all such lands is good and marketable, free from all encumbrances, liens or charges, save those listed; it being understood that the said opinion shall be addressed to the City in consideration of a fee of One dollar (\$1.00) payable to the solicitor rendering the same, and the Owner hereby further covenants and agrees that any outstanding charges, encumbrances, or liens shall be discharged or otherwise dealt with to the satisfaction of the City Solicitor prior to or at the time of the registration of the said Plan.

The Owner further covenants and agrees to grade, top soil and seed at a one percent (1%) grade or grades approved by the City in preparation for use as parkland, the lands outlined in Schedule "D" to this Agreement to be dedicated to the City in accordance with the provisions of Section 51(5)(a) of the Planning Act, R.S.O. 1990 (park purposes). All landscaping shall be completed in accordance with the City's specifications for parkland development, as amended, and to the satisfaction of the Managing Director, Development and Compliance Services and Chief Building Official. The time for undertaking the said works is to be established by the City, prior to registration of the Plan.

Park drainage and grading plans shall be submitted to the Managing Director, Development and Compliance Services and Chief Building Official, for approval



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at the same time as the servicing drawings are submitted to the City as required in Section 5 - herein.

- 13.4 In instances where cash-in-lieu of parkland is required by the City, the Owner covenants and agrees to pay money in lieu of a conveyance of land for park or other recreational purposes to the prevailing value of the land as established by Council and identified in By-law CP-9, Parkland Conveyance and Levy By-law.
- 13.5 With respect to any lands being transferred to the City as dedications or easements, the Owner shall be responsible to ensure that there is no existing fill, contamination or water well(s) on the subject lands. In the event that existing fill, contamination or non-decommissioned well(s) are encountered on the subject lands, the Owner shall remediate the fill or contamination, and/or decommission any wells, as specified within this Agreement, and/or all to the satisfaction of the City, and at no cost to the City.
- 13.6 Prior to the Approval Authority granting final approval of this Plan of Subdivision, the Owner shall provide copies of all transfer documentation for all land transfers/dedications and easements being conveyed to the City, for the City's approval.
- The Owner shall ensure that the transfers, dedications and easements are registered at the time of the registration of this Plan, or within thirty (30) days thereafter of the registration of this Plan, thereafter.
- 13.7 The Owner shall ensure that any easements to be transferred to the City in conjunction with this Agreement shall conform to the wording attached as **Schedules 'L' and 'M'** to this Agreement, or as specifically approved otherwise by the City Solicitor.

**14. LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE**

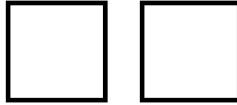
The Owner shall supply security to the City in accordance with **Schedule "E"** of this Agreement.

In the event that the security by way of "bond" as defined in Council's Security Policy, as amended from time to time, is in the form of Lots, the Owner shall at its expense, to convey by deed in statutory form unto the City, in fee simple and for nominal consideration, such Lots, as may be described in Schedule "E" free and clear of any encumbrances whatsoever and without condition, saving always easements for utilities. Provided, however, that the Owner shall be entitled to obtain a reconveyance of portions of the said lands at the time hereinafter set out if and when the Owner shall have, in all respects, complied with, done and performed every term and covenant of this Agreement within the times respectively herein limited and the guarantee period referred to in paragraph 10 hereof shall be expired. The City shall from time to time, determine the extent to which the works and services in this Agreement provided for have been performed and shall recommend that Lots conveyed as provided in this paragraph shall be reconveyed to the Owner, at the Owner's expense, and thereupon such reconveyance shall be made by the City provided the Owner shall not be in default of this Agreement.

In no event shall any Lot be reconveyed except under this paragraph and while Lots may, with the consent of the City, be substituted at the Owner's expense. When the period of guarantee has expired and all terms of this Agreement have been carried out and performed by the Owner, all lands in Schedule "E" then not reconveyed shall be conveyed to it.

Upon the commission of any final default the Owner shall cease to have the right whatsoever in any lands described in Schedule "E" which have not been reconveyed by the City to the Owner and the City shall thereafter stand possessed of the said lands free of any claim thereto by the Owner, and may retain the same parts or parts thereof, or may sell the same or parts thereof from time to time, in such manner, and at such prices as it shall see fit, and may retain the proceeds of any such sale or sales, and shall not be required to account in respect thereof to the Owner or any one claiming under it.





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It is expressly declared and agreed by the Owner that upon a statutory declaration of the City Clerk being made to the effect that the Owner has committed a final default under the terms of this Agreement, no subsequent purchaser or chargee of any of the said lands shall be obliged to make any enquiry into the alleged default, the giving of notice thereof, or any other matter affecting the right of the City to convey or otherwise deal with any or all of the said lands free of all claim by the Owner, and the City shall be entitled to so convey or otherwise deal with the said lands and may retain the lands or any of them, free of all claim thereto by the Owner, whether any default in fact occurred, whether any notice required was in fact given, and whether any default was in fact a final default. Any right of the Owner to make any recovery in any way touching upon the said lands after the making of the statutory declaration as aforesaid shall be confined and limited to the recovery of damages against the City in the event that it is found that no final default in fact occurred.

#### 15. EXECUTION OF CONVEYANCES AND EASEMENTS

Prior to the Approval Authority releasing the final Plan of Subdivision for registration, the Owner shall submit to and have approved by the City, a reference plan of sewer easements for this subdivision and shall submit conveyances of the lands described in **Schedules "D", "E" and "F"** hereto. Executed conveyances satisfactory in form to the City Solicitor shall be delivered to the City and a blank space shall be left in the descriptions for the insertion of the number of the registered Plan when such number had been assigned, and the Owner hereby irrevocably constitutes and appoints the City Clerk or City Solicitor as its lawful agent and attorney for the purpose of inserting the said number of the registered Plan where required, and for delivering the completed conveyances to the City and for registering the same at the expense of the Owner.

#### 16. (1) SCHOOL BOARD NOTICES

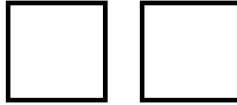
16.1(a) The Owner shall advise all purchasers that there is no commitment by the London District Catholic School Board to construct a permanent educational facility within the development area at this time. Sufficient pupil accommodation will not be available for all anticipated Catholic students residing within the development area. The London District Catholic School Board reserves the right to accommodate Catholic students in temporary (holding) facilities and/or bus students to educational facilities outside of the development area, and further, such students may later be transferred to a neighbourhood school should one be constructed.

16.1(b) The Owner shall inform all Purchasers of residential lots by including a condition in all Purchase and Sale and/or Lease Agreements stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.

#### 16 (2) PROPOSED SCHOOL SITES

16.2(a) The Owner shall set aside an area or areas (being Blocks **XXXX**) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.

16.2(b) 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 dwelling units 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.



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- 16.2(c) The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.
- 16.2(d) Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.
- 16.2(e) The Owner agrees that the school blocks shall be:
- i) 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
  - ii) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.
- 16.2(f) Where the Owner has been required to improve the site by grading, top-soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of his obligations under this Agreement.
- 16.2(g) If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.

**17. DEFAULT**

Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the City, at its option, may declare that the Owner is in default. Notice of such default shall be given as provided in Paragraph 20 hereof, and if the Owner shall not remedy such default within such time, as provided in the notice, the City may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Clause 20.

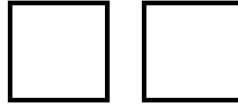
**18. REMEDY ON GIVING NOTICE OF DEFAULT**

Upon notice of default having been given, the City may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

**19. REMEDIES ON FINAL DEFAULT**

Upon final default of the Owner the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- 19.1 Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- 19.2 Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;
- 19.3 Retain any sum of money heretofore paid by the Owner, to the City, for any purpose, and apply the same in payment or part payment for any work which the



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City may undertake;

- 19.4 Assume any work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefor;
- 19.5 Bring action to compel specific performance of all or any part of this Agreement or for damages;
- 19.6 Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Owner's right to reconveyance of the lands or repayment of monies as set out in **Schedule "E"** resulting from the final default as herein provided. If the City shall recover any monies by reason of final default, from or on account of the Owner then the City's damages shall be reduced by the net actual return from the sale of the said lands described in Schedule "E", and it is expressly agreed that the damages of the City arising out of final default shall not be less than the net sale value of the said lands.

**20. NOTICE**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **NAME OF OWNER AND ADDRESS** London, Ontario \_\_\_\_\_ and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9.

Notice shall conclusively be deemed to have been given on the day that the same is posted. Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

**21. PAYMENT OF SOLICITORS' COSTS**

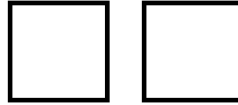
The Owner consents to the registration of this Agreement upon the title of the lands within the Plan, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the City in any way arising out of this Agreement, including the preparation and review thereof and of other deeds, conveyances, registrations and agreements.

**22. PAYMENT OF RATES, TAXES AND LEVIES**

Prior to the registration of this plan of subdivision, the Owner shall pay any outstanding local improvement charges and/or any other municipal charges on the lands contained in **Schedule "A"** to this Agreement, by commutation, and any outstanding taxes on the said lands shall be paid.

The Owner hereby covenants and agrees that the provisions of all general by-laws as amended from time to time, including those pertaining to development charges and other levies, shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.

The Owner agrees that in respect of any lands described in **Schedule "E"**, notwithstanding the provisions of the Assessment Act, R.S.O. 1990, and amendments thereto, it will, while title thereto is vested in the City pay to the City an amount equal to all municipal taxes, rates, charges and assessments, including local improvements, which would have been assessed and levied if such lands were vested in the Owner, and such amount shall be paid at the time such taxes and rates would have been payable. In the event of final default, the



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amount to be paid by the Owner shall be pro-rated at the time of final default. Subject to the foregoing, the Owner hereby irrevocably authorizes the City Clerk to enter the said amount on the Collector's Roll and the Collector to collect the said amount as if it were taxes.

### 23. IDENTIFICATION SIGNS

The Owner shall:

- (a) erect, or cause to be erected, at his entire expense, subdivision identification signs in accordance with the City's standard "Specifications for Subdivision Identification Signs", as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the City;
- (b) maintain all signs erected pursuant to 23(a) above, at all times in a condition satisfactory to the City and will not be removed until 95% of all the subdivision housing units have been built and occupied; and
- (c) notwithstanding any other provisions of this Agreement, refrain from making any application for building permits, which includes a permit restricting occupancy, shall be made until such time as the Owner has complied with subsections (a) and (b) of this clause.

### 24. SITE SIGNS

- (a) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect a sign at each street entrance to the subdivision informing the public that the subdivision is un-assumed by the City. The sign shall be erected and shall be maintained until assumption, all to the satisfaction of the City, at no cost to the City. The sign shall read:

This subdivision is currently not assumed by the City. Responsibility for the maintenance remains with **(name of the developer)**. All City of London by-laws still apply.

- (b) Prior to the construction of any dwellings within this Plan, the Owner shall erect at all street intersections and other locations within or without the subdivision as required by him, provided permanent signs designating street names, parking, and any other signage as required by the City, shall be installed and maintained by the Owner, and at no expense to the City. All signs shall be of a design approved by the City.

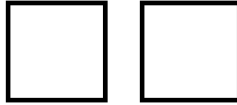
### 25.1 PROVISIONS OF DEVELOPMENT

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Provisions of Development.

- (a) The Owner hereby acknowledges that the City will limit the number and location of Lots and Blocks in this Plan to be issued building permits should the Owner develop this Plan in stages.

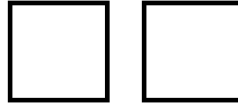
To this effect and prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall submit to the City for approval, a schedule of constructing the proposed staged development including the streets and proposed Lots to be constructed in each stage.

The Owner shall satisfy the following matters to the specifications of the City, prior to the application being made for any building permits for Lots and Blocks in each stage of development, as approved by the City and at no cost to the City:



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- (i) construct a minimum of two (2) access roads to at least a granular 'B' road condition between the approved staged area and one or more existing City streets in order to provide primary and secondary emergency access routes to the Lots and Blocks in the approved staged areas. Should one or more of these access roads not be located on a road allowance in this Plan, then the Owner will be required to deed to the City an adequate right-of-way over each of the said access roads to the specifications of the City and at no cost to the City, prior to any building permits being issued in the approved staged area. The City agrees to quit claim each of the aforementioned rights-of-way after the City determines that they are no longer required for emergency access purposes;
  - (ii) submit flow design calculations prepared by its Professional Engineer of the proposed looped and unlooped watermain systems to service the approved staged area to the City's Water Engineering Division for review and approval;
  - (iii) construct the looped and unlooped watermain systems as approved by the City's Water Engineering Division to the extent where the watermains are operational and adequate fire flows are proven to be available to the satisfaction of the City's Water Engineering Division;
  - (iv) construct barricades at the limits of all dead-end streets in the approved staged area as required by the City. The barricades are to be installed at the same time as the placement of the granular 'B' on affected streets;
  - (v) erect signs on dead-end streets in the approved staged area, where applicable, with a notification that the street is to be a through street in future;
  - (vi) construct a temporary turning circle to City standards where a dead-end street in the approved staged area is greater than 45 metres (150 feet) long; and
  - (vii) restrict construction traffic to and from this subdivision to designated streets, and if necessary place barricades as required to restrict construction traffic, such that no construction traffic to and from this subdivision will utilize existing streets adjacent to this Plan, except as approved otherwise by the City.
- (b) Prior to the issuance of any Certificate of Conditional Approval in this Plan, the Owner shall designate to the City which Lots in the Plan the Owner initially wants to remove from the holding provision, up to the maximum number of Lots that may develop without restrictions.
- (c) The Owner shall adhere to the geotechnical engineer's recommendation under the full time supervision of a geotechnical engineer with re respect to the placement of engineering fill and the construction of utilities, roadways, driveways and buildings on areas within this plan as identified by the geotechnical engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a geotechnical engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the geotechnical engineer's recommendations.



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Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.

The Owner shall register against the title of each Lot within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot within the Affected Lands must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the Lot within the Affected Lands that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide adequate temporary measures, if necessary, such as easements, catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this plan.

- (d) Prior to the issuance of a Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) **XXXX**) in accordance with City Standard No. SR-7.0.

**<INSERT SPECIAL PROVISIONS HERE >**

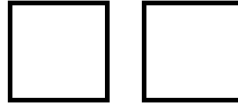
**25.2 CLAIMS**

**<INSERT CLAIM CLAUSES HERE >**

**25.3 METHANE GAS**

The Owner agrees that if, during the building or constructing of all buildings or works and services within this subdivision, any deposits of organic materials or refuse are encountered, these deposits must be reported to the City Engineer and / Managing Director, Development and Compliance Services and Chief Building Official immediately, and if required by the City Engineer/ Managing Director, Development and Compliance Services and Chief Building Official, the Owner will, at his expense, retain a Professional Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official. If the report indicate the presence of methane gas, then all of the recommendations of the engineer contained in any such report submitted to the City Engineer and Managing Director, Development and Compliance Services and Chief Building Official shall be implemented and carried out under the supervision of the Professional Engineer, to the satisfaction of the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official and at the expense of the Owner, before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to the approval of the City for review for the duration of the approved program.

If a permanent venting system or facility is recommended in the report, the



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Owner further agrees to register against the title of each affected Lot and include in the agreement of sale for the conveyance or transfer of each of the affected Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the Owners of the subject Lots must have the required system or facility designed, constructed and monitored to the specifications of the City, and that the Owner must maintain the installed system or facilities in perpetuity at no cost to the City. The report shall also include measures to control the migration of any methane gas to abutting lands outside the Plan.

<INSERT SPECIAL PROVISIONS HERE >

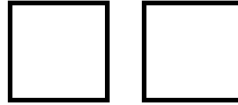
#### 25.4 CONTAMINATION

If there is known contamination on the site or contamination is encountered on this site, the Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "**Schedule A – Record of Site Condition**", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent to the contamination. Should the site be free of contamination, the geotechnical engineer shall provide certification to this effect to the City.

<INSERT SPECIAL PROVISIONS HERE >

#### 25.5 EROSION AND SEDIMENT CONTROL

- (a) The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources. These measures are to be approved by City and installed prior to commencing any construction on this subdivision, and are to remain in place until construction as required under this Agreement has been completed to the specifications of the City. The Owner shall have its professional engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the City monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The monitoring reports are to be submitted to the City by April 1, July 1 and November 1 of each year until all works and services in this Plan are assumed by the City.
- (b) Prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall have its Professional Engineer certify to the City in the form as set out in **Schedule 'J'** to this Agreement, that the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site, where applicable, or were installed immediately upon completion of construction of the works for which these control measures were designed, where applicable, all as recommended by the Owner's Professional Engineer and as specified on the drawings accepted by City for construction. Further, the Owner's Professional Engineer's certification must confirm that the required erosion and sediment control measures were maintained and operating as intended, in accordance with the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) during construction as required under this Agreement. If construction within this Plan is completed in phases, certification from the Owner's Professional Engineer as specified in this clause above must be provided to the City to cover each individual construction phase.



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- (c) Sufficient precautions are to be taken, as outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources, to prevent erosion resulting from development of this Plan, all to the satisfaction of the City.
- (d) The Owner shall implement and monitor all erosion and sediment control measures, in accordance with the erosion and sediment control report accepted by the City, to be used during construction and implementation of the plan satisfactory to the City. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith.

**<INSERT SPECIAL PROVISIONS HERE >**

**25.6 GRADING REQUIREMENTS**

- (a) The Owner shall ensure that all Lots and Blocks shown on this plan of subdivision shall be graded, including fill or excavation as required by the City, for their full width and length to the grades, levels, specifications, requirements and satisfaction of the City.
- (b) Each Lot shall be graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan attached hereto as **Schedule "I"** for the fully developed Lot including the building, the landscaping and the paved driveway.

The Owner covenants and agrees that he shall impose by a general registration on all Lots in the subdivision a building scheme which includes the following Lot grading restrictions, and include in the Agreement of Purchase and Sale or Lease and in the conveyance or transfer of each and every Lot in the subdivision a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) in the following form to observe and comply with the Lot grading restrictions contained therein:

Lot Grading Restrictions

The transferee covenants with the transferor to observe and comply with the following Lot grading restrictions, the burden of which shall run with these lands and with each of the Lots on Registered Plan Number 33M- [REDACTED] for a period of twenty (20) years from the day the Plan is registered and the benefit shall likewise run with these lands and with each of the said Lots and Blocks for the same period, and shall be annexed to and run with each and every part of these lands and also each and every part of the land now owned by the transferor, not included in these lands. This covenant shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

1. Obligation to Grade According to Accepted Plan

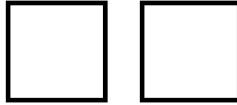
These lands shall not be graded except in general conformity with the grades and elevations shown on the accepted subdivision grading plan attached to the Subdivision Agreement or filed with the City.

2. Certified Lot Grading Plan

No building shall be constructed on these lands until a certified lot grading plan has been filed with the City showing:

- (a) the proposed finished elevation of these lands at each corner of the Lot;
- (b) the proposed finished elevation of these lands at the front and rear of the building;





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- (c) the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- (d) the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
- (e) the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin; and
- (f) any abrupt changes in the proposed finished elevation of these lands.

The Plan shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying thereon that the lot grading plan conforms to the accepted area or subdivision grading plan filed with the City.

3. Owner's Interim Grading Certificate

No building shall be constructed beyond the completion of footings until there has been filed with the City an Owner's interim grading certificate bearing the signature and seal of either a Professional Engineer or an Ontario Land Surveyor (OLS) certifying that the elevation of the top of foundations will conform with the certified Lot grading plan.

4. Owner's Final Grading Certificate

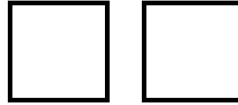
- (a) No newly constructed building shall be occupied or used unless the building Lot is rough graded, to the satisfaction of the City, so that water will not accumulate at or near the building and will not adversely affect adjacent properties.
- (b) Within seven (7) months of occupancy an Owner's final grading certificate shall be deposited with the City. The final grading certificate shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of these lands generally conform to the accepted area or subdivision grading plan and the certified Lot grading plan.
- (c) Assumption of the subdivision works and services shall not take place until all the appropriate certificates have been received by the City.

5. Obligation to Maintain Grading

After these lands are graded in accordance with Clause 1 of these restrictions, no change shall be made to the actual finished elevation and grading of these lands in any way that results in a material alteration of drainage on or across these lands or adjacent lands from that shown on the accepted subdivision grading plan and the certified Lot grading plans for these lands and the adjacent lands.

6. Continuation of Covenant

The transferee agrees to obtain from any subsequent purchaser or transferee from him a covenant to observe and comply with the restrictions set forth above including this clause.



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- (c) The Owner hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the City.

The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the City.

**<INSERT SPECIAL PROVISIONS HERE >**

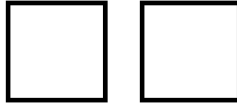
**25.7 STORM WATER MANAGEMENT**

- (a) The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by a qualified consultant, determining the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area and identify any abandoned wells in this plan, assess the impact on water balance and any fill required in the plan, to the satisfaction of the City. If necessary, any recommendations addressing any contamination impacts that may be anticipated or experienced as a result of the said construction as well as provide recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site.

Prior to the issuance of any Certificate of Conditional Approval, the Owner's professional engineer shall certify that any remedial or other works as recommended in the above accepted hydro geological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City.

- (b) The Owner shall provide a security in the amount of \$60,000 for this Plan to ensure that the Erosion and Sediment Control Plan (ESCP) be executed in accordance with the City approval procedure and criteria. In the event of failure, by the Owner, to properly implement and maintain the require ESCP, the ESCP security will be used by the City to undertake all necessary clean-up work, all to the satisfaction of the City.
- (c) Prior to the issuance of any Certificate of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes, for the subject lands must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
- (d) Prior to the issuance of any Certificates of Conditional Approval for this Plan, the Owner shall have any impacted major and minor storm flow routes constructed and operational, satisfactory to the City.
- (e) Prior to registration of this Plan, the Owner's Professional Engineer shall certify the subdivision has been designed such that increased and accelerated stormwater runoff from this subdivision will not cause damage to downstream lands, properties or structures beyond the limits of this subdivision. Notwithstanding any requirements of, or any approval given by the City, the Owner shall indemnify the City against any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision.
- (f) 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.

**<INSERT SPECIAL PROVISIONS HERE >**



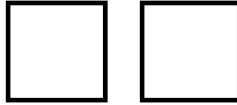
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## 25.8 **STORM SEWERS, SANITARY SEWERS AND WATER**

- (a) Prior to the approval of the water service connection by the City and the issuance of a building permit, the Owner shall refrain from installing water service to any Lot.
- (b) Storm and sanitary trunk sewers shall be constructed within the limits of the subdivision and beyond if required of such size, type, position and extent as are shown on the plans and specifications approved by the City or as otherwise required by him in writing. The City may require this work to be done by a contractor whose competence is approved jointly by the Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to provide a satisfactory outlet for said storm and sanitary trunk sewers from the limits of this subdivision to the point of junction with the nearest approved City sewer outlet.
- (c) Sanitary sewers, with sanitary private drain connections shall be constructed to the Lot line of every Lot in the subdivision. Separate storm sewers including catch basins and connections, shall be provided and connected as shown on the approved plans and specifications.
- (d) The Owner shall provide full storm private drain connections to the lot line and building storm sewers from the Lot line to the building to pick up sump pump discharges in all subdivisions where the Subdivision Agreement is approved by Council after January 1, 1996, unless a geotechnical engineer certifies that the foundation drains and sump pumps are not required.
- (e) Storm and sanitary sewers shall be installed generally within the road allowance. Where required, storm and sanitary sewer easements on the park/school block shall be to the satisfaction of the City or the appropriate school board, respectively.
- (f) Where the Owner, or his Professional Engineer proposes to install storm or sanitary sewers, to be assumed by the City, located on easements over private property, all sanitary sewer manholes shall be located in paved parking Lots or driveways or in a location acceptable to the City in order to facilitate maintenance of the sanitary sewer system, and all storm sewer manholes shall be placed in easily accessible areas if not placed in paved parking lots or driveways.
- (g) The Owner shall notify its Professional Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner further agrees to have its Professional Engineer investigate the matter and comply with the recommendations of its Professional Engineer as approved by the City with respect to the sewer or drain encountered, such as connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no cost to the City. Adequate sewer easements are to be provided to the City if necessary.

The Owner shall also ensure that there is no interruption to any subsurface drainage flow because of construction on the site which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Professional Engineer and to the satisfaction of the City, at no cost to the City.

- (h) The Owner further covenants and agrees that if a class of bedding to be used in the installation of sewers in this subdivision has a load factor greater than 1.5, the Owner shall have the work done under the direction of an independent registered Professional Engineer, represented by a competent inspector who is to be present during the installation of such pipe.



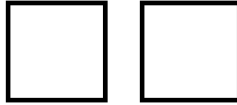
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- (i) No weeping tile connections will be permitted into the sanitary sewers in this Plan. Further, no direct gravity connections from the weeping tiles will be permitted to the storm sewer system unless the storm system has the capacity to provide for such connections to the satisfaction of the City. However, pumped connections from the weeping tiles to the storm sewer will be permitted.
- (j) Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any street in a new subdivision, such water service connection shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or wearing surface coat of asphalt; it being understood that this policy shall apply except where in the opinion of the City, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.
- (k) Should the installation of services associated with this Agreement cause a depletion or reduction of water in any wells on the adjacent lands, that the Owner shall make satisfactory arrangements with the owners of the lands affected for the provision of any adequate water supply at no cost to the City provided that it can be satisfactorily demonstrated that the installation of the said services was the cause of the reduction of the water supply in the well.
- (l) The Owner shall implement sufficient short-term measures, such as following proper dewatering procedures, and long-term measures, in accordance with recommendations of its Professional Engineer, prior to and during the regrading and construction of services and structures within this Plan, to ensure that the existing hydrogeological regime within and adjacent to this Plan, and any existing vegetation and/or existing wells that depend on it, will not be adversely affected, all to the satisfaction of the City and at no cost to the City.
- (m) The Owner shall decommission and permanently cap any abandoned wells located in this Plan, in accordance with current Provincial legislation, regulations and standards. It is the responsibility of the Owner to determine if any abandoned wells exist in this Plan and further shall file the necessary documents with the Ministry of Environment and the City indicating proper decommissioning has occurred.

Prior to the issuance of a Certificate of Conditional Approval for any works in this Plan, the Owner shall provide to the City a copy of the contractor's "Well Abandonment Record" for each well that is decommissioned, or as otherwise acceptable to the City.

In the event that an existing well located in this Plan is to be kept in service, the City accepts no responsibility for the well, and makes no assertion, implied or otherwise, about the quantity or quality of water available in the well. Further, the Owner accepts all responsibility for protecting the well and the underlying aquifer from any development activity.

- (n) In the event the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted Lots in this Plan in accordance with the approved final Lot layout and approved revised servicing drawings, to the specifications of the City and at the Owner's entire expense. The Owner further agrees that the City may require additional inspections by the Owner's Professional Engineer and the City of London of relocated utilities, municipal services and private services, including video inspections and ball tests of sewers, as a result of the relotting of Blocks in this Plan prior to the issuance of a Certificate of Conditional Approval for buildings on the relotted Lots. Should the amount of security held by the City at the time the



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Lots in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of a Certificate of Conditional Approval for the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City in accordance with the City's security requirements.

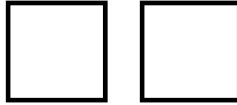
- (o) The Owner shall advise the City in writing at least two weeks prior to connecting, either directly or indirectly, into any unassumed services constructed by a third party, and shall save the City harmless from any damages that may be caused as a result of the connection of the services from this subdivision into any unassumed services.

Prior to any connection being made to an unassumed service, the following shall apply:

- i) The unassumed services must be completed and conditionally accepted by the City;
  - ii) The Owner shall have a video inspection completed on all affected unassumed sewers; and
  - iii) All Ministry of Environment, Environmental Compliance Approvals (ECA) associated with the Owner's proposed servicing works and all applicable permits must be obtained by the Owner and be in good standing.
- (p) The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:
- i) commence upon completion of the Owner's service work connections to the existing unassumed services; and
  - ii) continue until the time of assumption of the affected services by the City.
- (q) With respect to any services and/or facilities constructed in conjunction with this Plan, the Owner shall permit the connection into and use of the subject services and/or facilities by outside owners whose lands are serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, including the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities.

- (r) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have it's Professional Engineer confirm water quality requirements for the watermains in this plan are being implemented in accordance with the accepted design studies and City standards to demonstrate there is adequate water turnover to maintain water quality or implement any accepted recommendations by the use of the following:

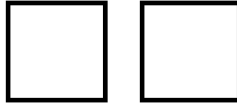


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- i) valving to shut off future connections which will not be used in the near term; and/or
- ii) automatic flushing devices to maintain water quality, with it being noted that the water flushed by the device is to be measured (by a water meter in a meter pit) and the cost of water charged to the Owner. Where automatic flushing devices will be used, calculations of the turnover required to maintain chlorine residual shall be provided by the Owner's Professional Engineer in order to justify the settings for the automatic flushing device.

all to the satisfaction of the City, at no cost to the City.

- (s) The Owner shall take measures to control and prevent any inflow and infiltration and silt from entering the sanitary sewer system during after construction, all to the satisfaction of the City and at no cost to the City. These measures shall include the following:
  - i) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed in conjunction with the first occupancy. This plug may only be removed by the City of London inspectors or Operations. The Owner shall be responsible for the maintenance and cleaning or emptying of the sanitary sewer as required. The sanitary sewer must be clean and dry before the plug will be removed;
  - ii) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;
  - iii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City Engineer) in all sanitary sewer manholes within this draft plan at the time of installation of the manhole. The Owner shall not remove the inserts until the sodding of the boulevards and the top lift of asphalt is completed;
  - iv) Prior to the issuance of a Certificate of Conditional Approval, testing of the sanitary sewer system shall be carried out in accordance with OPSS 407, OPSS 410 and the City of London Standard Contract Documents with respect to infiltration testing, exfiltration testing and low pressure air testing. The Owner shall have its Professional Engineer provide a report of the test results to the City, at no cost to the City;
  - v) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented;
  - vi) The Owner shall cap private drain connections to lots which are vacant or not occupied in this Plan in order to prevent practices which contravene City of London By-laws and allow excessive levels of inflow and infiltration and sediment to enter the sanitary sewer system. If any private drain connection is found without a cap, the Owner shall ensure a cap is installed within 48 hours of being advised by the City. The removal of the cap shall be at the cost of the Owner and shall be made only at the time of or immediately prior to occupancy of that lot.
- (t) The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. Alternatively, the City



Subdivision Agreement  
F. Gerrits

may require the Owner to undertake smoke testing at his own cost for this purpose and provide a record of the results to the City. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.

- (u) The Owner shall not request the release of any holding provisions on lots/blocks in this Plan until the restriction of a looped watermain system has been satisfied, to the satisfaction of the City.
- (v) Prior to assumption, the Owner shall provide a copy of a video inspection of all storm and sanitary sewer systems constructed to serve this Plan in a format acceptable to the City. The video shall be checked in advance by the Owner's Professional Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected. All observed deficiencies shall be corrected to the satisfaction of the City. This video inspection shall only occur after the provisions above have been met.

**<INSERT SPECIAL PROVISIONS HERE >**

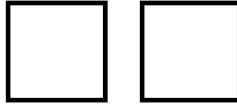
## 25.9

### ROADWORKS

- (a) Prior to the construction of works on existing City streets, the Owner shall have its professional engineer notify in writing all affected property owners of all works proposed to be constructed on existing City streets in conjunction with this subdivision in accordance with the City's policy on "Guidelines for Notification to Public for Major Construction Projects".
- (b) Prior to commencing any construction on this site, the Owner shall notify the City of London Police Services of the start of construction for this Plan of Subdivision.
- (c) The Owner agrees that no construction traffic contracted by the Owner for the construction of services for this subdivision which are to be assumed by the City, will utilize existing streets adjacent to this Plan, except as approved otherwise by the City. The Owner shall restrict the construction traffic to and from this subdivision to **the accepted construction access route** except as otherwise approved by the City.

Barricades which may be *used* to restrict construction traffic during the construction of the underground services associated with the issuance of a Certificate of Conditional Approval, may be removed with the issuance of the Certificate of Conditional Approval, unless otherwise directed by the City. Should the subdivision develop in stages as allowed by other conditions of this Subdivision Agreement, the Owner will reinstate the necessary construction traffic restrictions with development of each stage as each stage develops, to the satisfaction of the City.

- (d) Prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall enter into a contract with the City to have the City undertake winter roadway maintenance of all unassumed roads in this Plan. The winter maintenance will be undertaken at the Owner's expense at standard yearly City rates, and will commence no later than two (2) years following the issuance of the Certificate of Conditional Approval for the road(s). Further, the Owner shall ensure that the subject road(s) have been constructed to a standard suitable for winter roadway maintenance by the City, including installation of base asphalt and curb & gutter, construction of any necessary turnarounds or road connections, installation of maintenance hole covers and valves flush with the base asphalt, catchbasins padded and street name signs installed, all to the specifications of the City, and all at no cost to the City.



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The Owner shall be responsible for winter roadway maintenance for unassumed roads within this Plan not covered by a City contract, at his sole expense. The Owner shall be responsible for the winter maintenance of unassumed sidewalks required herein.

- (e) In the event base asphalt has not been installed on any street in this Plan where buildings are occupied, the Owner shall provide garbage services for the occupants of those buildings at no expense to the City, at the minimum to City standards and legislative requirements, until such time as base asphalt is installed and the City assumes responsibility for garbage collection.
- (f) The Owner shall construct barricades, as required, at the limits of dead-end streets within this Plan, to the specifications of the City. The barricades are to be installed at the same time as the placement of the granular 'B' on the subject street.
- (g) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City.
- (h) The Owner shall register against the title of all Lots in the subdivision which have a sidewalk in front of or abutting them, and include in the agreement of purchase and sale for the conveyance or transfer of each of the said Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee until such covenant is fulfilled) stating that the sidewalk construction in front of or abutting the Lot shall be completed by the owner within thirty (30) days after occupancy of the Lot, except in cases where occupancy occurs between November 1 and May 31 and the sidewalk construction cannot be completed within the specified time, in which case the required sidewalk construction shall be completed by the following June 1.

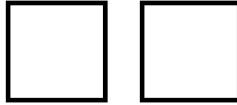
The Owner shall have its Professional Engineer include confirmation on the Final Grading Certificate that the sidewalk fronting or abutting the subject Lot is complete.

- (i) Should a conflict occur between the location of a driveway and the location of a curb inlet catchbasin (CICB), then the Owner shall correct the conflict by either relocating the driveway, except when a parking plan governs, or replacing the CICB with a double catchbasin in the same location as the original CICB, all to the specifications of the City and at no cost to the City.
- (j) Within one (1) year of registration of this Plan, the Owner shall:
  - i) install street lights on each street shown on the plan of subdivision at locations suitable to the City and in accordance with the specifications and standards set forth by the London Hydro for the City of London for street lighting on City roadways; and
  - ii) install walkway lighting as necessary on the walkway blocks in this Plan in accordance with City requirements, all to the specifications of the City.

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

- (k) Prior to Certificate of Conditional Approval, all streets and walkways shown on this Plan shall be graded, including fill or excavation as required by the City to their full width of the allowance before any building permit application is made and the approved road allowance grades from street line to street line shall be maintained at all times to the grades and levels and to the specifications and requirements and to the satisfaction of the City until the date of passing of the by-

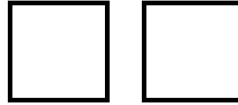




Subdivision Agreement  
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law assuming the said streets and walkways.

- (l) Concrete curbs and gutters shall be constructed on all streets within the subdivision but construction shall take place only at such times as may be authorized by the City, in writing. The City shall approve, in writing, of the elevation and final grade of the top of the curbs at the midpoint in front of each Lot in the subdivision prior to the construction thereof, and the same shall be constructed to the satisfaction of the City. The Owner shall provide a record of such heights and grades to the City, and shall advise all builders of such heights and grades before construction of buildings commence.
- (m) Asphalt surfaced roadways shall be constructed on all streets within the subdivision as specified in **Schedule "C"**. The asphalt shall be laid in at such times as may be allowed by the City in writing.
- (n) Concrete sidewalks, in accordance with City standards, shall be constructed along those streets specified in Schedule "C". Sidewalks, where required in the subdivision, shall be constructed with and at the same time as the construction of curbs and gutters or at such time as may be allowed by the City in writing. Sidewalk ramps will be constructed at intersections or where required, to the satisfaction of the City.
- (o) Prior to the issuance of any Certificate of Conditional Approval, concrete sidewalks shall be constructed on all pedestrian walkways shown in this plan in accordance with City Standard SR-7.0 and accepted design drawings and shall extend to the travelled portion of the streets connected by the walkway. Concrete drainage swales and chain link fence shall be provided in accordance with City standard SR-7.0 and accepted design drawings along both sides of such walkways for their entire length. Alternative concrete sidewalks with a flat cross-section, without swales, may be substituted upon approval of the City. Ornamental obstacle posts shall be provided in all walkways as required by the City.
- (p) The Owner shall require the purchaser of any lot in this Plan, to install top soil and sod that portion of the street allowance lying between the property line and the curb, and also to asphalt surface the portion of the driveway from the curb to the property line, all to the specifications of the City, except that on any street where a sidewalk exists or is required to be constructed by this Agreement, the Owner shall require the purchaser to asphalt surface only that portion of the driveway between the curb and the limit of the right of way all to the specification and design requirements of the City. The Owner shall ensure that this work is done after the building is completed and when the landscaping of the Lot is undertaken, and upon failure so to do, the Owner, shall upon notice from the City, forthwith undertake and complete such work at his own expense.
- (q) The City agrees to administer and implement street tree planting on boulevards within the plan of subdivision herein at full cost to the Owner in accordance with the City's Tree Planting Guidelines as they apply to new subdivision developments. This includes, but is not limited to:
  - i) The Owner shall provide the City with a planting plan at time of assumption showing locations of all built elements such as street lights, driveways, electrical transformers, etc. This Plan will be reviewed and approved by City staff prior to award of assumption;
  - ii) The City will invoice the Owner after planting operations have been completed. This invoice will reflect actual planting costs plus administration fee (as outlined in the City's Tree Planting Policy for New Subdivision Development) and applicable taxes. Payment of this invoice will be required prior to "end of warranty" sign off.



Subdivision Agreement  
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- (r) The Owner hereby agrees that the City will assume each street in this subdivision when the following are completed to the satisfaction of the City:
  - i) All works and services required on the street to be assumed, including all storm and sanitary private drain connections and water services, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots in this Plan;
  - ii) Either seven (7) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy percent (70%) of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the City; and
  - iii) The works, services and roads requested for assumption connect to already assumed works, services and roads.
- (s) Prior to the issuance of any Certificate of Conditional Approval in this Plan, 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.
- (t) The Owner shall notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.
- (u) Prior to the issuance of a Certificate of Conditional Approval for that section of road 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.

Full-time supervision shall be provided by the Owner's Professional Engineer for all works to be constructed on an existing City street. A certificate is to be provided upon completion of the road works on these streets stating that the works have been completed in accordance with the plans and specifications accepted by the City.

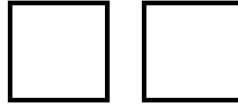
**<INSERT SPECIAL PROVISIONS HERE >**

**< THE FOLLOWING IS STD WORDING FOR ALL PARKING PLANS (if included) – SCHEDULE “N” >**

- (##) The Owner shall construct the driveways for each Lot in compliance with the approved on street parking plan for this subdivision, attached as **Schedule “N”** to this Agreement and in compliance with the City’s Zoning By-law. Prior to assumption of the subdivision by the City, the Owner shall have its Professional Engineer/Surveyor certify for each Lot to the satisfaction of the City that the location and width of the as built driveways complies with the approved parking plan and is in compliance with the City’s Zoning By-law. Further, the Owner shall rectify any deficiencies identified by the Professional Engineer/Surveyor at no costs to the City.

**25.10 PARKS**

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



Subdivision Agreement  
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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.

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

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

- (c) The Owner shall not grade into any park or open space area. Where Lots abut lands zoned as open space, all grading of the developing Lots at the interface with the park or 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 park or open space zones shall be to the satisfaction of the City.

**<INSERT SPECIAL PROVISIONS HERE >**

**26 ASSIGNMENT**

The Owner shall not assign this Agreement without the written consent of the City.

**27 SEVERANCE OF ULTRA VIRES TERMS**

If any term of this Agreement shall be found to be "ultra vires" of the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement "mutatis mutandis" shall be and remain in full force and effect.

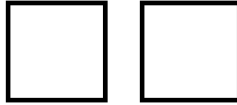
**28 ZONING**

The Owner hereby covenants and agrees to consent, and hereby consents, to the passage of a by-law of the City of London pursuant to Section 34 of the Planning Act, R.S.O. 1990, restricting the lands outlined in Schedule "B" attached hereto, to uses appropriate to the nature of the Plan and satisfactory to the City.

**29 CONDITIONS IMPOSED BY APPROVAL AUTHORITY**

The Owner irrevocably agrees that all conditions and requirements herein contained have been imposed by the Approval Authority prior to registration of the Plan as a condition of his approval of the plan of subdivision, and the Owner irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.





Subdivision Agreement  
F. Gerrits

**SCHEDULE "A"**

This is Schedule "A" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on ..... in the geographic Township of ..... , now in the City of London, County of Middlesex.

OR

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 1 to XX, both inclusive, Blocks XX and XX, the streets namely ..... and ....., in the geographic Township of London, now in the City of London, County of Middlesex, according to Plan 33M-\_\_\_\_\_.

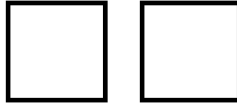


Subdivision Agreement  
F. Gerrits

**SCHEDULE "B"**

This is Schedule "B" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

Calculated Plan of Subdivision  
To be inserted  
By Development Services



Subdivision Agreement  
F. Gerrits

**SCHEDULE "C"**

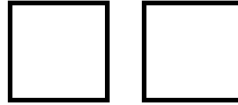
This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

**SPECIAL WORKS AND SERVICES**

Roadways

Sidewalks

Pedestrian Walkways



Subdivision Agreement  
F. Gerrits

**SCHEDULE "D"**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ 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:	NIL or Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

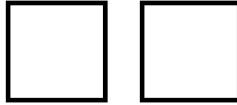
**LANDS TO BE SET ASIDE FOR SCHOOL SITE:**

School Site:	NIL
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**LANDS TO BE HELD IN TRUST BY THE CITY:**

Temporary access to lands north of this Plan:	NIL
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Subdivision Agreement  
F. Gerrits

**SCHEDULE "E"**

This is Schedule "E" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

The total value of security to be supplied to the City is as follows:

CASH PORTION: **	\$	_____
BOND PORTION:	\$	_____
TOTAL**	\$	_____

(a) The following security shall be deposited with the City Treasurer at the time of signing this Agreement:

CASH PORTION**	\$	_____
BOND PORTION	\$	_____

(b) The following security shall be deposited with the City Treasurer, before the issuance of a Certificate of Conditional Approval respecting land within this subdivision.

CASH PORTION**	\$	_____
BOND PORTION	\$	_____

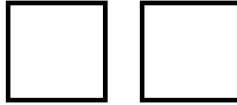
**\*\* Includes \$60,000 for Erosion & Sediment Control Plan security, per Section 27.5 Clause (b).**

The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by a qualified consultant

The security shall be supplied to the City in accordance with the policy adopted by the City Council on April 6, 1987, when it approved Clause 15 of the 11<sup>th</sup> Report of the Planning Committee, and its amendments.

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – Provisions of Development, which may limit the issuance of a building permit 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.



Subdivision Agreement  
F. Gerrits

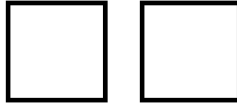
**SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ 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:

Road Easements:



Subdivision Agreement  
F. Gerrits

**SCHEDULE "G"**

This is Schedule "G" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

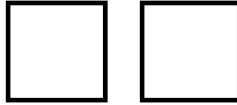
TO: The Corporation of the City of London

Certificate of Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the City of London hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Subdivision Agreement registered as Number \_\_\_\_\_ relating to Plan Number \_\_\_\_\_ have been -

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the City.

Certified and delivered under my hand and professional seal at the City of London this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Subdivision Agreement  
F. Gerrits

**SCHEDULE "H"**

This is Schedule "H" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

TO: The Corporation of the City of London

Verification of Soils Testing Procedures and Results

For Good and Valuable Consideration now paid by The Corporation of the City of London (hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that .....

has carried out, at the request of the Owner's supervising engineer and the City, "in situ" density testing of the roadway subgrade, granular pavement materials, asphalt and Benkelman Beam rebound testing of the pavement of various periods during construction of Subdivision and the results have been reported previously.

This testing has been carried out on a periodic basis using normal engineering practices and testing procedures to evaluate the adequacy of the construction and the results indicate that the various design standards and specifications have been achieved.

Certified and delivered under my hand and professional seal at the City of London this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

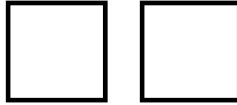


Subdivision Agreement  
F. Gerrits

**SCHEDULE "I"**

This is Schedule "I" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

Lot Grading Plan  
To be inserted  
By Development Services



Subdivision Agreement  
F. Gerrits

**SCHEDULE "J"**

This is Schedule "J" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

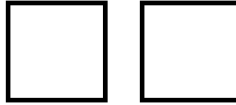
TO: The Corporation of the City of London

**Certificate of Compliance for Erosion and Sediment Control Measures**

For Good and Valuable Consideration now paid by The Corporation of the City of London, hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that:

- (a) the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site where applicable, or were installed immediately upon completion of construction of the work for which these control measures were designed, where applicable; and
- (b) the required erosion and sediment control measures were maintained and operating as intended in accordance with The Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) during construction as required under this Agreement.

Certified and delivered under my hand and professional seal at the City of London this \_\_\_ day of \_\_\_\_\_, 20\_\_.



Subdivision Agreement  
F. Gerrits

**SCHEDULE "K"**

This is Schedule "K" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

TO: The Corporation of the City of London

Final Certificate of Lot and Block Grading

All Lots and Blocks on Plan 33M-\_\_\_\_\_ shall be graded including fill or excavation for their full width and length to the grades, levels, and specifications as shown on the accepted subdivision grading plan.

Fully developed Lots/Blocks - including the building, landscaping and paved driveway

Pursuant to Provision 5 - STANDARD OF WORK, of the Subdivision Agreement I hereby certify the following Lots or Blocks are graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan(s) attached as Schedule "I" to the Subdivision Agreement or filed with the City.

Lots/Blocks:\_\_\_\_\_.

Vacant Lot/Block

Pursuant to Provision 10 - COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE of the Subdivision Agreement I hereby certify that the actual finished elevations and grading of each Lot and Block generally conform to the accepted subdivision grading plan(s).

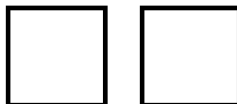
Lots/Blocks:\_\_\_\_\_.

Under construction Lots/Blocks

I hereby acknowledge that the following Lots/Blocks are under construction and not occupied, but will be final graded in general conformity with the grades and elevations shown on the accepted subdivision grading plan(s).

Lots/Blocks:\_\_\_\_\_.

Certified and delivered under my hand and professional seal at the City of London this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



Subdivision Agreement  
F. Gerrits

**SCHEDULE "L"**

This is Schedule "L" to the Subdivision Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

THIS EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B E T W E E N:

**[ \_\_ TRANSFEROR \_\_ ]**

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter called the "Transferee")

OF THE SECOND PART

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

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

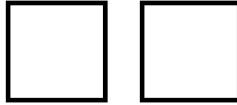
NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns,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

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

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

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners





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and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

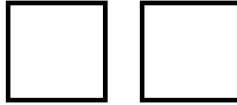
THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion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

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

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

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

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



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**SCHEDULE "M"**

This is Schedule "M" to the Subdivision Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2013, between The Corporation of the City of London and \_\_\_\_\_ to which it is attached and forms a part.

**TRANSFER OF EASEMENT, ROADWAYS**

**[\_\_ TRANSFEROR \_\_]**

(Hereinafter called the "Transferor")

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter called the "Transferee")

**OF THE SECOND PART**

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee an easement for temporary turning circle over the said lands;

NOW THEREFORE WITNESSETH that in consideration of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to construct, reconstruct, repair, clean, maintain, inspect and use as part of the public highway system of the City of London and as appurtenant thereto, and to the highways in the ownership of the Transferee, and for all times hereafter, a temporary turning circle, of such construction and size as the Transferee may from time to time determine necessary, in, through, over and under the lands situate in the City of London, County of Middlesex, described in the Transfer of Easement to which this Schedule is attached (hereinafter referred to as the "easement lands") for the purposes of a temporary turning circle and temporary passage.

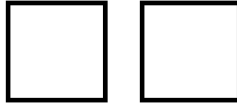
TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the easement lands, with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

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

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Engineer of the City of London.

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

THE TRANSFEEE COVENANTS AND AGREES THAT this easement is transferred in order to provide a temporary turning circle at the end of [street name] on Registered Plan [33M-]. After an approved road extension for the aforesaid street has been constructed to the



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specifications of the Engineer of the City of London, the Transferee will release and abandon this easement to the Transferor or its assigns.

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

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