

Report to Planning and Development Committee

To: Chair and Members
Planning & Environment Committee

From: Scott Mathers, MPA, P. Eng.
Deputy City Manager, Planning and Economic Development

Subject: Application by: Foxhollow North Kent Developments Inc.
1284 and 1388 Sunningdale Road West
Foxhollow North Kent Subdivision Phase 4 - Special Provisions

Meeting on: February 28, 2022

Recommendation

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc. for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Foxhollow North Kent Developments Inc. and Claybar Developments Inc. for the Foxhollow North Kent Subdivision, Phase 4 (39T-04510_4) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B";
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London Foxhollow North Kent Developments Inc, and Claybar Developments Inc. for the Foxhollow North Kent Subdivision, Phase 4 (39T-04510_4).

Linkage to the Corporate Strategic Plan

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

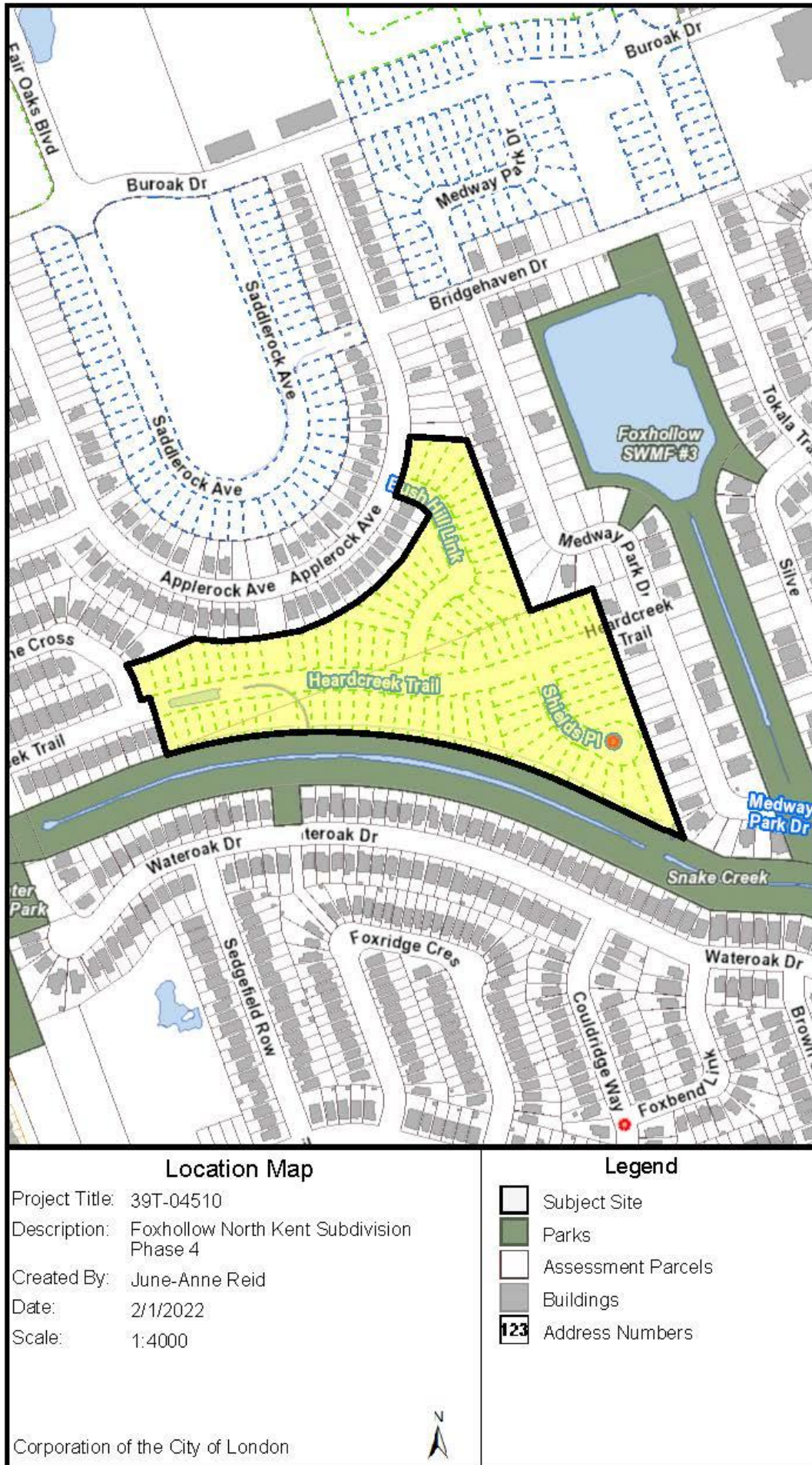
Analysis

1.0 Background Information

1.1 Property Description

The subject lands are located in the northwest quadrant of the city and are included in the Foxhollow Community Plan. The lands are on the south side of Sunningdale Road West along the edge of the Urban Growth Boundary. Phase 4 of the subdivision will provide the connection of Heardcreek Trail from the existing subdivisions to the east and west. This phase of development will consist of ninety-three (93) single detached lots with approximately 12m frontages and two park blocks, Block 94 and 95, which will provide parkland from Applerock Avenue through to the Snake Creek Corridor.

1.2 Location Map



2.0 Discussion and Considerations

2.1 Development Proposal

Phase 4 of the plan of subdivision will consist of ninety-three (93) single detached lots (Lots 1 to 93), and two (2) park blocks to be dedicated to the City, all served by the two (2) new local streets, Bush Hill Link and Shields Place, and the connection of the existing local street, Heardcreek Trail.

The recommended special provisions for the proposed Phase 4 Subdivision Agreement are found at Appendix A of this report. Staff has reviewed these special provisions with the Owner who is in agreement with them.

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

3.0 Financial Impact/Considerations

3.1 Financial Securities

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

4.0 Key Issues and Considerations

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

Conclusion

Planning and Development staff are satisfied with the proposed special provisions for the Foxhollow North Kent Subdivision Phase 4, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

Prepared by: Mark Johnson, MCIP, RPP
Senior Planner, Planning and Development

Reviewed by: Bruce Page
Manager, Subdivision Planning

Recommended by: Gregg Barrett, AICP
Director, Planning and Development

Submitted by: Scott Mathers, P. Eng.
Deputy City Manager,
Planning and Economic Development

Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.

cc: Matt Feldberg, Manager, Subdivisions and Development Inspections
Matt Davenport, Manager, Manager, Subdivision Engineering

February 18, 2022
GK/GB/MJ/jar

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following Special Provisions:

1. The Owner shall comply with conditions set out in the existing reciprocal agreement (Agreement between Claybar Developments Inc., Foxhollow Developments Inc., Fox Hollow North Kent Developments Inc., Landea Developments Inc. and Landea North Developments Inc. dated November 30, 2009) between the adjacent property owners to construct adequate municipal services, grading, drainage and accesses over the external lands, to develop this Plan, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure, at no cost to the City.

15. PROPOSED SCHOOL SITES

3.

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

~~15.3 The Owner shall set aside an area or areas (being Block(s) _____) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

~~15.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

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

~~15.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~15.7 The Owner agrees that the school blocks shall be:~~

- ~~(a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and~~
- ~~(b) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.~~

~~15.8 Where the Owner has been required to improve the site by grading, top soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following Special Provisions:

4. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to construct new services and make adjustments to the existing works and services on Heardcreek Trail and Applerock Avenue in Plans 33M-730, 33M-750 and 33M-767, adjacent to this plan to accommodate the proposed works and services on these streets to accommodate the lots in this plan (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure, at no cost to the City. Such arrangements shall include, but not be limited to, providing sufficient notice, co-ordination and clarification with adjacent land owners

as to what each parties consulting engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of the City.

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

Following the removal of any existing private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this plan, quit claimed to the satisfaction of the City, at no cost to the City.

24.2 CLAIMS

6.

Add the following:

There are no eligible claims for works by the Owner paid for from the Development Charges Reserve Fund or Capital Works Budget included in this Agreement

7.

Remove Subsections 24.2 (a) to (g):

- ~~(a) — Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from Development Charges as defined in the Development Charges By-law, and further, where such works are not oversized pipe works (sanitary, storm or water — the reimbursement of which is provided for in subsidy appendices in the Development Charges By-law), then the Owner shall submit through their Professional Engineer, a Work Plan for the proposed works to be approved by the Deputy City Manager, Environment and Infrastructure (or designate) and Deputy City Manager, Finance Supports (or designate). The Owner acknowledges that:
 - ~~i) — no work subject to a Work Plan shall be reimbursable until both the Deputy City Manager, Environment and Infrastructure (or designate) and Deputy City Manager, Finance Supports (or designate) have reviewed and approved the proposed Work Plan; and~~
 - ~~ii) — in light of the funding source and the City's responsibility to administer Development Charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.~~~~
- ~~(b) — Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City in accordance with this Agreement, and which are eligible for a claim made against a Development Charge Reserve Fund or the Capital Works Budget, the Owner must conform with the Development Charges By-law and policies in effect at the time the claim is made including but not limited to, requirements for a Work Plan, tendering of construction works and completeness of claims.~~
- ~~(c) — The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the Deputy City Manager, Environment and Infrastructure (or designate) and the Deputy City Manager, Finance Supports (or designate). Payment will be made pursuant to any policy established by Council to govern the administration of the said Development Charge Reserve Fund.
The anticipated reimbursements from the Development Charge Reserve Funds are:
 - ~~(i) — for the construction of _____, the estimated cost of which is \$_____;~~
 - ~~(ii) — for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$ _____;~~~~

- ~~(iii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iv) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$_____~~
- ~~(v) for the construction of left turn channelization on _____ at _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vi) for the engineering costs related to the construction of _____ the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vii) for the installation of street lights on _____, from _____ to _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(viii) for the installation of traffic signals at the intersection of _____ and _____, when deemed warranted by the Deputy City Manager, Environment and Infrastructure (or designate), the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(ix) for the construction of pavement widening on _____ at _____ consistent with the City's standard practice of paying claims where a Neighbourhood Connector is widened, the estimated cost of which is \$_____. The claim will be based on a pavement widening of _____ metres for a distance of _____ metres with a _____ metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;~~
- ~~(x) for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$_____ as per the approved Work Plan;~~

The anticipated reimbursements from the Capital Works Budget are:

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

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

- ~~(d) The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the Work Plan prior to authorizing work.~~
- ~~(e) The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two-week notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~
- ~~(f) The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.~~
- ~~(g) Upon approval of an application for a claim to a Development Charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing" and the Development Charges By-law and policies in effect at the time the claim is made.~~

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

8. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing sediment basin located within this Plan, to the satisfaction of the City, at no cost to the City.
9. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install filter socks and all associated works at all locations as per the accepted

engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.

10. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct all the necessary works on Park Blocks 94 and 95 and external lands as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
11. All temporary erosion and sediment control measures installed in conjunction with this Plan shall be decommissioned and/or removed when warranted as per accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure and at no cost to the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

12. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
13. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with any adjacent property owners to regrade a portion of the property abutting this Plan, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
14. The Owner shall ensure any grading on Lots in this Plan shall be compatible with the Heard Drain interface, all to the specifications and satisfaction of the Deputy City Manager, Environment and Infrastructure.
15. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall obtain all necessary permits from the Upper Thames River Conservation Authority prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the Upper Thames River Conservation Authority.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

16. The Owner acknowledges that the ultimate minor storm outlet for this subdivision is the existing and operational regional Fox Hollow SWM Facility # 3 via the existing minor storm system provided by Plan 33M-750. The ultimate major storm outlet for the north portion of this plan is the existing and operational regional Fox Hollow SWM Facility # 3 via Applerock Avenue while the ultimate major storm outlet for the south portion of this plan is the Heard Drain.
17. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have its consulting Professional Engineer submit a monitoring and maintenance strategy to the City for review and acceptance outlining a program for the monitoring and maintenance of the low impact development (LID) features in this Plan, if any, all to the satisfaction of the City, at no cost to the City. This strategy is to be in accordance with the "Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide" prepared by Toronto and Regional Conservation Authority.
18. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have low impact development (LID) features, if any, installed and operational in this Plan in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
19. Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
 - i) Operate, maintain, inspect, monitor and protect low impact development features, if any, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and,
 - ii) have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.

20. 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.
21. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing temporary sediment basin and all associated works (eg. headwall, etc.) and quit claim any existing easements, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes.
22. The Owner shall restore any disturbed area within the Heard Drain to as good or in better condition than existing, to the satisfaction of the City, at no cost to the City.

24.9 SANITARY AND STORM SEWERS

23.

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

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Medway Creek Subwatershed, and outlet the major and minor flows to the proposed regional Fox Hollow SWM Facility # 3 and connect them to the City's existing storm sewer system being the 750 mm diameter storm sewer on Heardcreek Trail and the 1050 mm diameter storm sewer on Applerock Avenue as per the accepted engineering drawings, to the satisfaction of the City.

24.

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

- (i) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Heardcreek Trail (east and west limits) and the 250 mm diameter sanitary sewer on Applerock Avenue in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

25. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove the existing headwall on Heardcreek Trail and any other associated works (eg. existing construction access) on lands in this Plan and quit claim any existing easements, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure, at no cost to the City. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes.
26. The Owner shall remove the temporary DICBS, etc. and the existing easements on Lots in this Plan may be quit claimed, all to the satisfaction and specifications of the Deputy City Manager, Environment and Infrastructure and at no cost to the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

27. Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the Deputy City Manager, Environment and Infrastructure, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:
 - i) Construct watermains to serve this Plan and connect them to the existing high level municipal system, namely the existing 200 mm diameter watermain on Heardcreek Trail to the west of this phase, the existing 200mm diameter watermain on Heardcreek Trail to the east of this phase; and the existing 200mm diameter watermain stub off Applerock Avenue in accordance with the accepted engineering drawings;
 - ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the Deputy City Manager, Environment and Infrastructure when development is proposed to proceed beyond 80 units;

24.11 ROADWORKS

28.

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

- (p) Where traffic calming measures are required within this Plan:
- (i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.
 - ~~(ii) The Owner shall register against the title of all Lots and Blocks abutting the traffic calming circle(s) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner that there may be some restrictions for driveway access due to diverter islands built on the road.~~
 - ~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~
 - (iv) The Owner shall register against the title of all Lots on Heardcreek Trail in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots away from the traffic calming measures on the said streets, including raised pedestrian crosswalks, to be installed as traffic control devices, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

29.

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

- (q) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Sunningdale Road West via Fair Oaks Boulevard. All trades and construction vehicles shall park within this Plan of Subdivision.

Add the following new Special Provisions:

- 30. Prior to any work on the site, the Owner shall install signage advising construction traffic that loads on Sunningdale Road West are restricted to a maximum weight of five (5) tonnes per axle for any vehicle travelling on this road during the period March 1 to April 30, inclusive, in any year.
- 31. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Heardcreek Trail adjacent to the raised crosswalk locations that indicate Future Raised Crosswalk Locations, as identified on the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 32. Prior to assumption or when required by the Deputy City Manager, Environment and Infrastructure, the Owner shall install raised crosswalks on Heardcreek Trail, including permanent signage and pavement marking as identified on the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 33. Barricades are to be maintained at east and west limits of Heardcreek Trail until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

24.xx PLANNING

34. Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and seed Blocks 94 and 95 pursuant to current City Park development standards and the approved engineering drawings, to the satisfaction of City, and at no cost to the City. Block 94 and 95 shall not be used for stockpiling of any kind.
35. 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 the approved engineering drawings and 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 one (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City that identifies that the fencing has been installed as per the approved engineering drawings.
36. The Owner shall not grade into any open space area without City approval. Where lots or blocks abut an open space area, all grading of the developing Lots or Blocks at the interface with the open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the open space shall be to the satisfaction of the Manager of Parks and Open Space Design and City Engineer.
37. At the time of registration of this plan, the Owner shall convey Blocks 94 & 95 to the City to satisfy the required 5% parkland dedication for this plan of subdivision.
38. Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners adjacent to lands zoned as Open Space, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the Director, Development and Compliance Division.
39. Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the Director, Development and Compliance Division.
40. The Owner shall obtain all necessary permits from the UTRCA prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the UTRCA.
41. The Owner agrees to register on title and include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all corner lots in this Plan (lots 1, 19, 30, 46, 70, 86, 93), are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior side yard road frontage. Further, the owner shall obtain approval of their proposed design from the City prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.
42. Prior to any works on site, the owner shall ensure all open space blocks are sufficiently protected from sediment throughout the construction period. A robust sediment barrier and other erosion control measures, as shown on the approved Engineering drawings, shall be installed and maintained along all identified block limits to the satisfaction of the City. The Owner's consulting engineer shall provide written certification of the barrier installation and monthly site inspection reports to the City.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2022, between The Corporation of the City of London and Foxhollow North Kent Developments Inc./Claybar Developments Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Heardcreek Trail shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Bush Hill Link shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
- Shields Place shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.

Sidewalks

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

- (i) Heardcreek Trail – south boulevard
- (ii) Shields Place – west boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2022, between The Corporation of the City of London and Foxhollow North Kent Developments Inc./Claybar Developments Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	BLOCKS 94 AND 95
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access:	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2022, between The Corporation of the City of London and Foxhollow North Kent Developments Inc./Claybar Developments Inc. to which it is attached and forms a part.

The Owner shall supply the total value of security to the City is as follows:

CASH PORTION:	\$ 279,540
BALANCE PORTION:	<u>\$1,584,060</u>
TOTAL SECURITY REQUIRED	\$1,863,600

The Cash Portion shall be deposited with the Deputy City Manager, Finance Supports prior to the execution of this agreement.

The Balance Portion shall be deposited with the Deputy City Manager, Finance Supports prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this plan of subdivision.

The Owner shall supply the security to the City in accordance with the City's By-Law No. CPOL-13-114 and policy adopted by the City Council on April 4, 2017 and any amendments.

In accordance with Section 9 Initial Construction of Services and Building Permits, the City may limit the issuance of building permits until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION ACT, R.S.O. 1990.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2022, between The Corporation of the City of London and Foxhollow North Kent Developments Inc./Claybar Developments Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

There are no multi-purpose easements required in this Plan.

Appendix B – Claims and Revenues

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF - None.	\$0
Total	\$0
Estimated DC Revenues (January 1, 2022 to December 31, 2022 Rates)	Estimated Revenue
CSRF TOTAL	\$3,545,160

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

Approved by:

February 3, 2022
Date

Paul Yeoman
Director, Capital Assets and Projects