

## Report to Planning and Environment Committee

**To:** Chair and Members  
**Planning & Environment Committee**  
**From:** Scott Mathers, MPA, P.Eng  
**Deputy City Manager**  
**Planning and Economic Development**  
**Subject: Application By: Auburn Developments Ltd.**  
**3924 & 4138 Colonel Talbot Road**  
**Heathwoods Subdivision Phase 5**  
**Special Provisions**  
**Meeting on: October 3, 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 Auburn Developments Ltd. for the subdivision of land situated on the east side of Colonel Talbot Road, north of Lambeth Walk, municipally known as 3924-4128 Colonel Talbot Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Ltd. for the Heathwoods Subdivision, Phase 5 (39T-12503\_5) 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

Recommending approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Ltd. for the Heathwoods Subdivision, Phase 5 (39T-12503\_5)

## 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

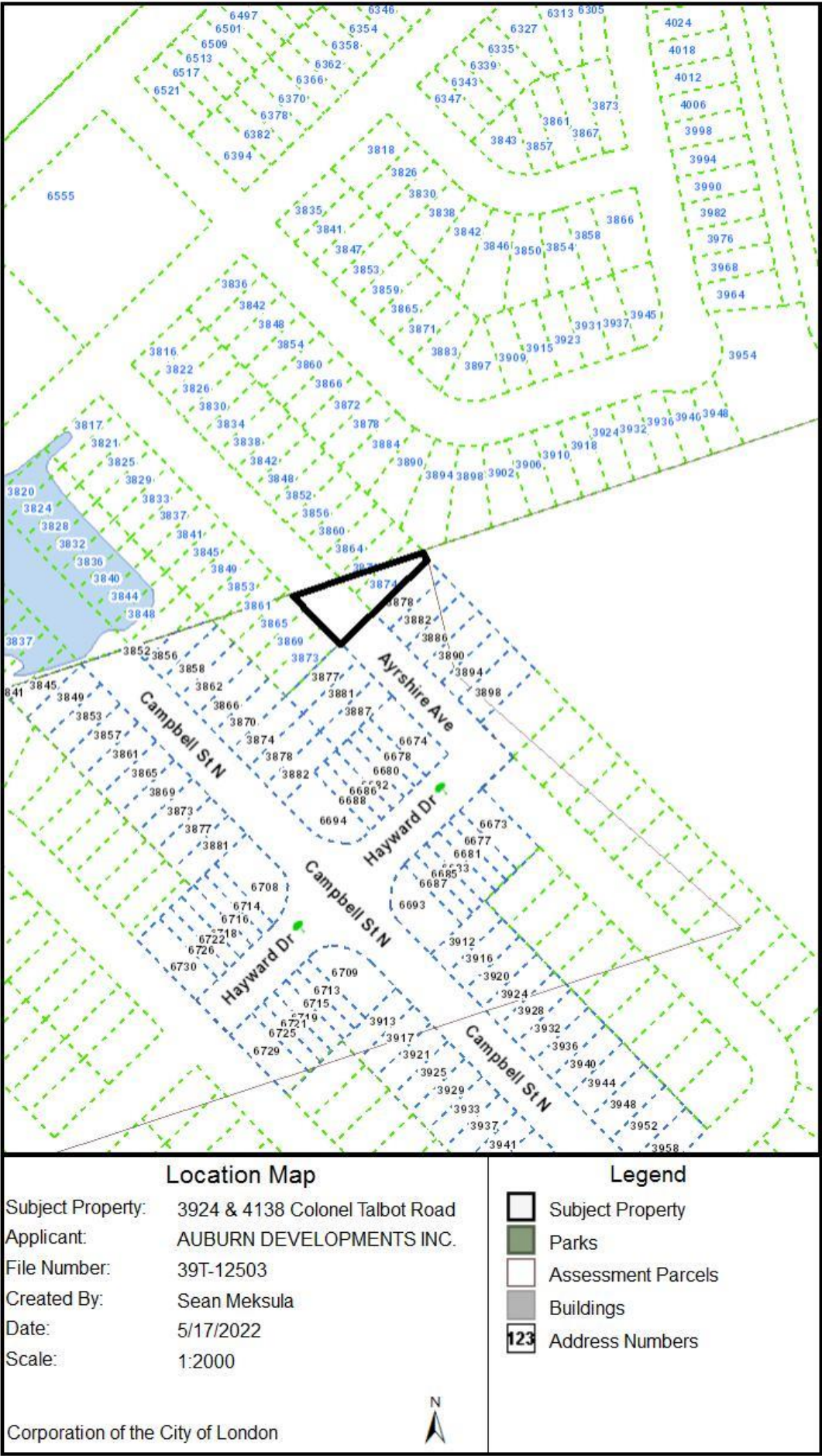
The subject lands are located in the southwest quadrant of the City and are included in the Lambeth Planning Area. The overall subdivision (39T-12503) is comprised of 64.7 hectares of land located east of Colonel Talbot Road and north of Lambeth Walk. The proposed Draft Residential Plan of Subdivision consisted of fifty-five (55) blocks for single detached lots, five (5) blocks for low density residential development, one (1) block for stormwater management & three (3) park blocks served by seventeen (17) new internal roads and an extension of South Routledge Road.

- Phase 1 registered on December 19, 2017 included the SWM Facility.
- Phase 2 registered on June 13, 2019. Phase 2 of the plan of subdivision will consist of 54 single detached lots (Lots 1 to 33, Lots 36 to 51, Lots 55 to 59, Lots 62 to 77, 88 and 89), part of Lots 34, 35, 52, 53, 54, 60 and 61, Blocks 78 to 81,

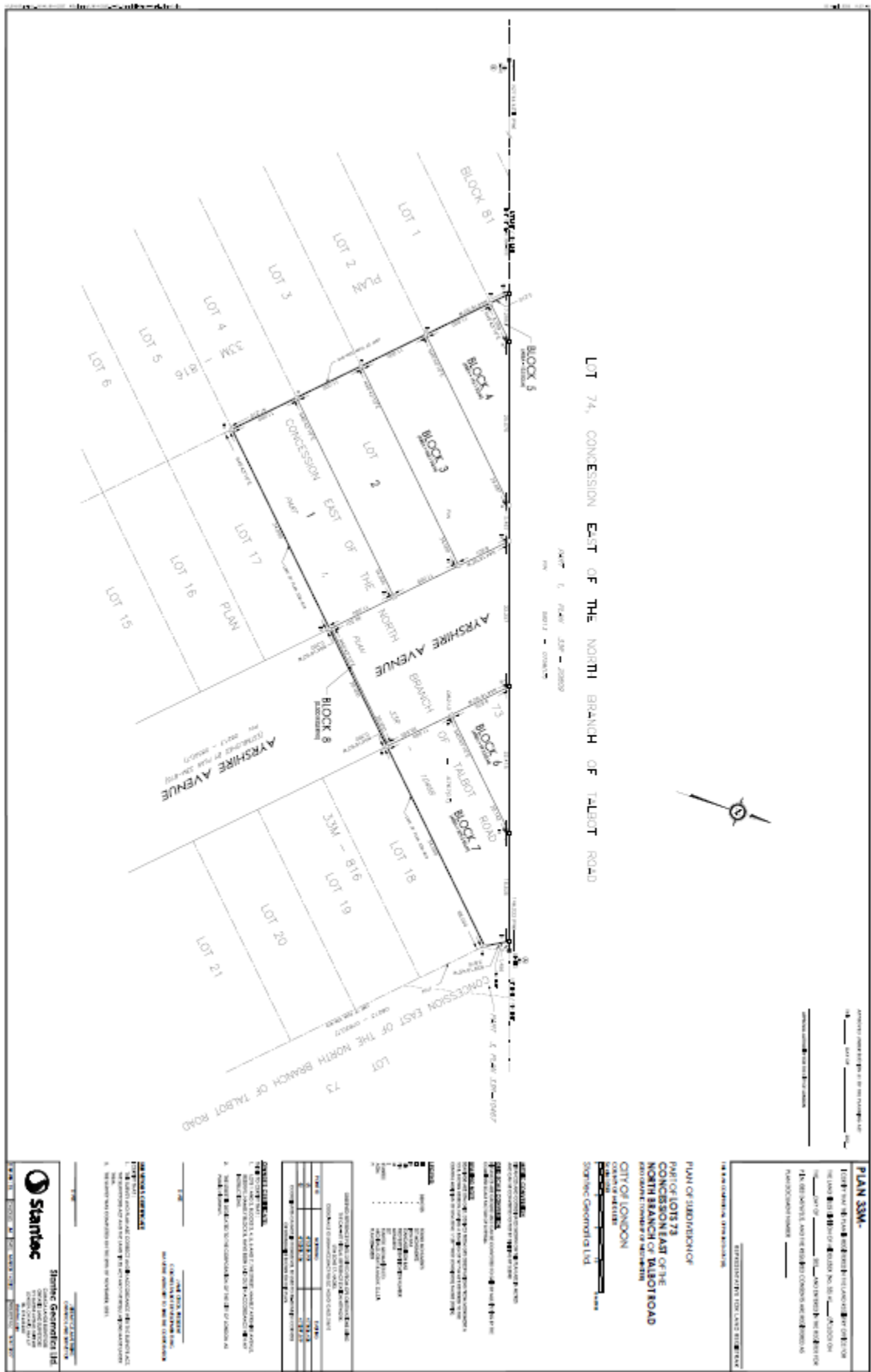
Blocks 257, 259, 260 and 262 served by the extension of Campbell Street North, Ayrshire Avenue and a new collector street (Hayward Drive).

- Phase 3 registered on April 14, 2022. Phase 3 of this development is comprised of forty-eight (48) single family residents and twenty (20) street townhouse dwellings.
- Phase 5 of this development is comprised of Lots 1 and 2, Blocks 3,4,5,6, and 7, and the extension of Ayrshire Avenue.

1.2 Location Map



### 1.3 Heathwoods Subdivision Phase 5



2.0 Discussion and Considerations

2.1 Development Proposal

Phase 5 of the plan of subdivision will consist of Lots 1 and 2, Blocks 3,4,5,6, and 7, and the extension of Ayrshire Avenue.

The recommended special provisions for the proposed Phase 5 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. Outside of the DC eligible items outlined in the attached summary of Claims and Revenues (Appendix B), 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 Heathwoods Subdivision – Phase 5, 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:** Archi Patel  
Planner 1, Planning and Development

**Reviewed by:** Bruce Page  
Manager, Subdivisions Planning

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

**Submitted by:** Scott Mathers, MPA, 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 Planning and Economic Development.

ec: Matt Feldberg, Manager, Subdivisions and Development Inspections  
Bruce Page, Manager, Subdivision Planning  
Matt Davenport, Manager, Manager, Subdivision Engineering

September 26, 2022  
AP/GB/BP/JZ

## Appendix A – Special Provisions

***Please note: If there are no school sites within the Draft Plan of Subdivision, only clauses 15.1 and 15.2 will be included.***

### 15. PROPOSED SCHOOL SITES

**Remove** Subsections 15.3 to 15.8 as there is no School Block 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:

- #1 It is hereby acknowledged that W3 – Lambeth Farms Inc. and Auburn Developments Ltd. have entered into a separate mutual binding agreement between the two parties, dated November 5<sup>th</sup>, 2020 which describes the works to be undertaken by each party including but not limited to the installation of services, utilities etc., as described in the Agreement and outlines the agreed to financial compensation and responsibilities of each party.
- It is further acknowledged that Auburn Developments Ltd. and W3 - Lambeth Farms Inc. have mutually granted access over their respective lands as necessary to perform the works as agreed to under said Agreement. The private Agreement between Auburn Developments Ltd. and W3 - Lambeth Farms Inc. does not in any way alter or limit the Owner's obligations under this Subdivision Agreement.
- #2 The Owner acknowledges that lands identified as 3423 Colonel Talbot Road south of this Plan are being developed as Heathwoods Phase 3, Plan 33M-816 Subdivision. The Owner shall co-operate and co-ordinate as necessary with the developer of Heathwoods Phase 3 Subdivision, to complete the projects, including providing access to the lands and easements as necessary.

- #3 Upon acceptance of this Agreement, W-3 – Lambeth Farms Inc., acting as the Owner’s Agent, shall separately provide a third party Letter of Credit to satisfy the required CASH portion of securities described in Schedule “E” of the Subdivision Agreement, in accordance with the City’s Subdivision and Development Agreement Security Policy. The security shall be provided for the purposes described in this Agreement, which include ensuring the completion of all servicing for this Plan and constructing, Ayrshire Avenue within this Plan and fronting the Ayrshire Lots and Blocks as required to obtain Conditional Approval. Prior to registration, the Owner shall post the BALANCE portion and any remaining security required by the City under this Agreement as per the City’s policies on securities and assumption. Securities posted by W-3 – Lambeth Farms Inc. on the Owner’s behalf shall not be released until sufficient securities are posted by the Owner at registration, to the satisfaction of the City.
- #4 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.
- #5 The Owner shall make arrangements with the owner of lands to the north to combine Blocks 3, 4, 5, 6 and 7 of this Plan, in conjunction with lands to the north in W3 Phase 1 Subdivision, Plan 33M-821 to create a developable Lot/Block, all to the satisfaction of the City.
- #6 The Owner shall register against the title of Blocks 3, 4, 5, 6 and 7, and shall include in the Agreement of Purchase and Sale for the transfer of the said Block, a warning clause as follows:
- “The purchaser or transferee shall not service Blocks 3, 4, 5, 6 and 7 until adjacent lands to the north develop in the future, to the satisfaction of the City.”
- #7 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 Ayrshire Avenue in Plans 33M-816 and 33M-821, adjacent to this plan to accommodate the proposed works and services on this street to accommodate the Lots in this plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the 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.

## 24.2 CLAIMS

**Remove** Subsections 24.2 (a) to (g) and **replace** with 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.

- ~~(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**

**Remove** Subsection 24.6 (d) and **replace** with the following: **(Please update the General Provisions)**

- (d) The Owner shall install and construct erosion and sediment control measures 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.

The Owner shall maintain and replace such erosion and sediment control measures as necessary. Such maintenance shall include, but is not limited to, adequate cleaning of all streets, consisting of scraping of curbs and sweeping operations at an appropriate frequency based on site and seasonal conditions, cleaning and replacement of all silt sacks in the catchbasins when necessary, and other associated maintenance works, all to the satisfaction of 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.~~

#### **24.7 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

- #8 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
- #9 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make any necessary arrangements with the adjacent property owners to the north, south and west to regrade a portion of the property, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

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

**Add** the following new Special Provisions:

- #10 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.

- #11 The Owner shall co-operate and co-ordinate as necessary with the developer of W3 Subdivision Phase 1, to complete the project, including providing access to the lands and easements, as necessary.
- #12 All temporary storm works and servicing installed within the proposed Plan of Subdivision shall be decommissioned and/or removed when warranted, all to the satisfaction of the City, at no cost to the City.

#### **24.9 SANITARY AND STORM SEWERS**

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

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Dingman Creek Subwatershed, and connect them to the City's existing storm sewer system being the 300 mm diameter storm sewer on Ayrshire Avenue in accordance with the accepted engineering drawings, to the satisfaction of the City.

**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 Ayrshire Avenue in accordance with the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

- #13 Prior to the issuance of any Certificate of Conditional Approval, the outlet sewers identified through the Plan of Subdivision to the south in Heathwoods Phase 3 Subdivision, Plan 33M-816 must be constructed and deemed operational, all to the specifications and satisfaction of the City.

#### **24.10 WATER SERVICING**

**Add** the following new Special Provisions:

- #14 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 low-level/high-level municipal system, namely, the existing 200 mm diameter watermain on Ayrshire Avenue in accordance with the accepted engineering drawings;
  - ii) If the subject Plan develops in advance of the subdivision to the North of this Plan (33M-821), the Owner shall make arrangements with the affected property owner(s) for the construction of any portions of watermain situated on private lands outside this Plan and shall provide satisfactory easements, as necessary, all to the specifications of the City;
  - iii) 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; and
  - iv) Have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 200mm diameter watermain on Ayrshire Avenue has been constructed, is operational, and is complete.

#### **ROADWORKS**

**Remove** Subsection 24.11 (p) as there are no traffic calming measures in this Plan.

~~(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 and Blocks on       (insert street names)       in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, raised intersections, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.~~

**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 Colonel Talbot Road or as designated by the City. All trades and construction vehicles shall park within this Plan of Subdivision.

**Add** the following new Special Provisions:

- #15 Should there be a temporary turning circle at the south limits of Ayrshire Avenue, the Owner shall remove the temporary turning circle on Ayrshire Avenue and adjacent lands, in Heathwoods Phase 3 Subdivision, Plan 33M-816 to the south of this Plan and complete the construction of Ayrshire Avenue in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Heathwoods Phase 3 Subdivision, Plan 33M-816 for the removal of the temporary turning circle and the construction of this section of Ayrshire Avenue and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Ayrshire Avenue in Heathwoods Phase 3 Subdivision, Plan 33M-816 is constructed as a fully serviced road by the Owner of Plan Heathwoods Phase 3 Subdivision, Plan 33M-816, then the Owner shall be relieved of this obligation.

- #16 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have its consulting engineer confirm to the City that the roads in the Plans to the north and south have been constructed and operational to provide a public access to this Plan, all to the satisfaction of the City.

## **24.12 ZONING – DRIVEWAY WIDTHS**

**Add** the following new Special Provision:

- #17 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 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, to the satisfaction of the City and at no cost 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 Auburn Developments Ltd. to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

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

#### **Sidewalks**

A 1.5 metre sidewalk shall be constructed on both sides of Ayrshire Avenue in this Plan as per the accepted engineering drawings.

#### **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 Auburn Developments Ltd. 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 – Parkland Dedication is satisfied through separate phases of this subdivision.
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 Auburn Developments Ltd. 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:	\$10,629
BALANCE PORTION:	<u>\$60,229</u>
TOTAL SECURITY REQUIRED	\$70,858

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 Auburn Developments Ltd. to which it is attached and forms a part.

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

#### **Multi-Purpose Easements:**

No multi-purpose easements are required in this Plan.



# Appendix B – Claims and Revenues

Heathwoods Phase 5 Subdivision - Colonel Talbot Developments Inc.  
Subdivision Agreement  
39T-12503\_5

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost <small>(excludes HST)</small>
Claims for Owner led construction from CSRF  - No claims have been identified.	\$0
Total	\$0
Estimated DC Revenues <small>(January 1, 2022 to December 31, 2022 Rates)</small>	Estimated Revenue
CSRF TOTAL	\$228,720

- 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:

August 26, 2022  
Date

  
Paul Yeoman  
Director, Capital Assets and Projects