

Properties

PIN 14563 - 3947 LT Redescription
 Description BLOCKS 1 TO 12, PLAN 4M-1732, OTTAWA
 Address OTTAWA

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name CITY OF OTTAWA
 Address for Service C/O Mgr Real Estate Services
 CREO Mail Code 01-86
 110 Laurier Avenue West
 Ottawa, ON
 K1P 1J1

file: L0105-INNE (TC)

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Mark Sutcliffe, Mayor & Tyler Cox, Acting Deputy City Clerk.

Party To(s)

Capacity

Share

Name INNES SHOPPING CENTRES LIMITED
 Address for Service 3200 Highway 7
 Vaughan, Ontario
 L4K 5Z5

Statements

This notice is for an indeterminate period

This document is being registered pursuant to Inhibiting Order OC2645211 registered on 2023/10/26

Schedule: See Schedules

Signed By

Steven Alexander Bannister 110 Laurier Av. W., 3rd floor acting for Signed 2023 10 23
 Ottawa Applicant(s)
 K1P 1J1

Tel 613-580-2400

Fax 613-560-1383

I have the authority to sign and register the document on behalf of the Applicant(s).

Vanessa Angela Lopopolo 7501 Keele Street, Ste. 200 acting for Signed 2023 10 24
 Concord Party To(s)
 L4K 1Y2

Tel 905-760-2600

Fax 905-760-2900

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

CITY OF OTTAWA 110 Laurier Av. W., 3rd floor 2023 10 26
 Ottawa
 K1P 1J1

Tel 613-580-2400

Fax 613-560-1383

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
 Total Paid \$69.00

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made this 19th day of April, 2023.

BETWEEN:

INNES SHOPPING CENTRES LIMITED

Hereinafter called the "Owner"

OF THE FIRST PART

AND:

CITY OF OTTAWA

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands and premises described in Schedule "A" of this Agreement and proposes to subdivide the said lands by means of a registered Plan of Subdivision;

AND WHEREAS the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning, development and phasing of the said Plan of Subdivision;

AND WHEREAS the Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial or otherwise of the City, including but not limited to the phasing of the Subdivision, the design and construction of roads, services, utilities and drainage and the registration of documents, all at the Owner's sole expense and to the satisfaction of the City.

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar of lawful money of Canada paid by the Owner to the City, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. IN THIS AGREEMENT:

"AGREEMENT" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

"AS-BUILT DRAWINGS" means a revised set of drawings submitted by the Owner upon completion of a project reflecting all changes made in the specifications and working drawings during the construction and commissioning process and showing the exact dimensions, geometry, and location of all elements of the work completed during construction;

"CHIEF BUILDING OFFICIAL" means the senior officer of the Building Code Services Branch of the City or his/her designate;

"CITY" means the municipal corporation of the City of Ottawa including its successors and assigns and its officers, employees, agents and contractors or the geographic area as the context requires;

"CITY SOLICITOR" means the senior officer of the City Solicitor of the City or his/her designate;

"CITY FIRE CHIEF" means the senior officer of the Fire Services branch in the Emergency and Protective Services Department of the City or his/her designate;

"CITY FORESTER" means the senior officer in the Forestry Services Branch of the Public Works and Environmental Services Department of the City or his/her designate;

"CITY SPECIFICATIONS OR STANDARDS" means the detailed description of construction, materials, workmanship and standard of work to be carried out by the Owner as prescribed by the City and as amended from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;

"CITY SURVEYOR" means the senior officer of the Surveys and Mapping Unit in the Planning, Real Estate and Economic Development Department of the City or his/her designate;

"COMMENCE WORK NOTIFICATION" means written authorization from the Manager, Urban Services/Suburban Services/Rural Services or his designate, which outlines which external site works can proceed to construction, and under what terms;

"COMPOSITE UTILITY PLAN" means a plan prepared by a professional engineer licensed in the Province of Ontario which plan includes a comprehensive compilation of public utility design information and street furniture including underlying design details, such as roads and sidewalks;

"CONSTRUCTION ACT" means the *Construction Act*, R.S.O. 1990, c. C.30, as amended;

"COUNCIL" means the Council of the City;

"DEVELOPMENT CHARGES ACT" means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended;

"FENCE BY-LAW" means City of Ottawa By-law No. 2003 – 462, as amended or any successor by-law thereto;

"FINAL ACCEPTANCE" means the date on which the City accepts all Works and obligations that are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

"GENERAL MANAGER, PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT" means the senior officer of the Planning, Real Estate and Economic Development Department of the City or his/her designate;

"GENERAL MANAGER, RECREATION, CULTURAL AND FACILITY SERVICES" means the senior officer of the Recreation, Cultural and Facility Services Department of the City or his/her designate;

"LANDSCAPE ARCHITECT" means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

"MAINTAIN" includes operate, repair, replace or reinstate;

"MANAGEMENT FEE" means the costs related to administering and enforcing the conditions of this Agreement, as set out in the Planning Fees By-law, being By-law No. 2015-95 as amended or any successor by-law in the event of a default by the Owner of this Agreement.

"MANAGER, DEVELOPMENT REVIEW" means the Manager of Development Review in the Planning, Real Estate and Economic Development Department and includes Manager, Development Review – Central; Manager, Development Review – East; Manager, Development Review - West; Manager, Development Review – South; and Manager, Development Review – Rural;

"MUNICIPAL ACT" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

"MUNICIPAL ADDRESSING BY-LAW" means By-law No. 2014-78 of the City of Ottawa, as amended or any successor by-law thereto;

"OWNER" or "OWNERS" includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner or Owners;

"PARK ASSUMPTION" means the operation and maintenance of Park Blocks by the City;

"PLAN" or "PLAN OF SUBDIVISION" or "SUBDIVISION" means the Plan of Subdivision submitted by the Owner for approval and includes the lands described in Schedule "A";

"PLANNING ACT" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended;

"PRELIMINARY APPROVAL" means the date on which the City is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the City, as further referred to in this Agreement;

"PRIVATE ROADWAYS BY-LAW" means By-law No. 2002-521 of the City of Ottawa, as amended or any successor by-law thereto;

"PROFESSIONAL ENGINEER" means a person who is granted a license or a temporary license by Professional Engineers Ontario.

"ROAD" or "ROADS" means any public road or part thereof, any sight triangle, and any area of road widening shown or laid out on the Plan of Subdivision. The use of "Street" or "Public Highway" shall be synonymous with "Road";

"ROUGH GRADING" means the placing and shaping of earth and fill to an elevation 100mm below the finished elevations as defined on the approved grading and drainage plan;

"**TRANSFEEEE**" means the Owner or any subsequent owner of any Block within the Subdivision;

"**TREASURER**" means the General Manager and City Treasurer of the Corporate Services Department of the City or his/her designate;

"**UTILITIES**" includes gas, hydro, cablevision and/or telecommunications services. The singular "Utility" has a similar meaning;

"**WATER PLANT**" means the installation of watermains, services, meters, remote reading systems and appurtenances;

"**WORKS**" includes those services, roads, installations, structures and other related activities, responsibilities and obligations listed in and required by this Agreement.

2. GENERAL REQUIREMENTS

2.1 Lands

The lands to which this Agreement shall apply are those particularly described in Schedule "A".

2.2 Scope of Works

The Owner shall construct and install all the Works set out in Schedule "B" and as shown on the approved construction drawings. The said Works shall be constructed and completed at the Owner's sole expense and in accordance with City Specifications or Standards and by-laws. The Owner shall, at its expense and to the satisfaction of the City, arrange for the relocation of all existing services and infrastructure made necessary by the construction of the Works in the Subdivision.

2.3 Municipal Covenants

- (a) The Owner covenants and agrees that the municipal covenants contained in Schedule "D", which form part of this Agreement, shall be registered separately by the Owner against the title to the Blocks on the Plan of Subdivision as restrictive covenants running with the lands, for the benefit of the lands in the Subdivision.
- (b) The Owner covenants and agrees that the restrictive covenants contained in Schedule "D" hereto shall also be incorporated into all agreements of purchase and sale for the whole or any part of a Block on the Plan of Subdivision.

2.4 Notices to Purchasers

The Owner covenants and agrees that the notices set out in Schedule "E" which forms part of this Agreement shall be included in all agreements of purchase and sale for the whole or any part of a Block on the Plan of Subdivision.

The Owner shall have the purchaser sign an acknowledgement that he has been advised of the above-noted information and that it may be subject to change.

2.5 Information for Sales Offices

2.5.1 The Owner shall display all of the plans and documents listed below in a conspicuous place in all sales offices established for the sale of buildings or lands within this Subdivision, and shall make copies available to all purchasers prior to closing:

- (a) a Zoning Map (or Schedule) and a summary sheet displaying the zoning in accordance with the Zoning By-law of the City of Ottawa at the time of Draft Approval of all lands within the Subdivision and the zoning of all existing development and potential development within a two-kilometre area from the limits of the Subdivision;
- (b) a print of the Approved Draft Plan of Subdivision and/or registered Plan of Subdivision;
- (c) the overall development plan for the area within which the subject Plan is located. Future park sites within the Plan shall be indicated on the Plan however the Owner agrees that no information will be provided to purchasers regarding park facilities and programming until Concept Plans are approved by the City of Ottawa to the satisfaction of the General Manager of Planning, Real Estate and Economic Development. Any vacant school sites reserved or purchased by a Board of Education on this Plan shall be marked clearly as POSSIBLE SCHOOL/ALTERNATE USE;

- (d) a print of the approved Composite Utility Plan;
- (e) a print of the approved Landscaping Plan;
- (f) a copy of the approved Tree and Forest Conservation Report;
- (g) a print of an overall plot plan, or equivalent, showing the following information for each Block on the Plan:
 - the approved Grading and Drainage Plan;
 - sidewalk locations, if any; and
 - information pertaining to the location of bus routes, bus shelters, community mailboxes and streetlights, if available; and

2.5.2 The Owner shall ensure that all promotional material, including any information posted on a website controlled by the Owner, contains the information described in paragraph (a).

3. ENGINEERING SERVICES

3.1 General Obligations

- 3.1.1 The Owner shall submit detailed grading and drainage plans, servicing plans, and reports, prepared by a Professional Engineer, for review and approval by the General Manager, Planning, Real Estate and Economic Development. The Owner shall prepare and furnish, at its own cost, all plans, specifications, drawings, calculations, contours, or other information pertaining to the Works, which may be required by the General Manager, Planning, Real Estate and Economic Development.
- 3.1.2 The Owner shall prepare and submit to the General Manager, Planning, Real Estate and Economic Development estimates of the quantities and costs of the Works, and substantiate same to the General Manager, Planning, Real Estate and Economic Development if requested. In all respects, the specifications used for the Works shall be equivalent to or shall exceed City Specifications or Standards and, in all cases, shall be acceptable to the General Manager, Planning, Real Estate and Economic Development.
- 3.1.3 The Owner shall employ, or retain the services of Professional Engineers, currently licensed in Ontario, to furnish the above-noted plans, supervise layout and construction, maintain as-constructed records of construction and prepare and supply As-built plans, drawings and statistical inventory information as detailed by City Specifications or Standards
- 3.1.4 Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.
- 3.1.5 The Owner shall implement the aforementioned plans and reports as approved by the General Manager, Planning, Real Estate and Economic Development.

3.2 On-Site Inspection

The Owner shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Works and the General Manager, Planning, Real Estate and Economic Development shall have the right at all times to inspect the installation of the Works. Should it be found, in the sole opinion of the General Manager, Planning, Real Estate and Economic Development that such personnel are not on site, are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with approved plans or City Specifications or Standards and in accordance with good engineering practice, the General Manager, Planning, Real Estate and Economic Development may order all Works in the Subdivision to be stopped, altered, retested, or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The General Manager, Planning, Real Estate and Economic Development may provide site inspection staff if, in the opinion of the General Manager, Planning, Real Estate and Economic Development, inadequate consultant engineering staff are on site during construction, at the sole expense of the Owner.

3.3 Testing of Works

3.3.1 The General Manager, Planning, Real Estate and Economic Development may, at his sole discretion and at the sole expense of the Owner, have any tests performed, and the cost of such tests shall be paid by the Owner within thirty (30) days of the account being rendered by the City. Nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering practice and City Specifications or Standards.

3.3.2 The Owner shall be required to pay to the City, by cash or certified cheque, all costs related to all quantitative testing, data collection and other required tests undertaken by the City as detailed by City Specifications or Standards together with the Management Fee. The initial network testing shall be administered by the City and completed during the maintenance period.

3.4 Update of Studies and Reports

The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision or as required by this Agreement shall be implemented to the satisfaction of the City at the sole expense of the Owner. The City may require certification by the Owner's professional consultants that the Works have been designed and constructed in accordance with the approved reports, studies, standards, specifications and plans. The Owner acknowledges and agrees that all deviations from the approved plans shall be approved by the General Manager, Planning, Real Estate and Economic Development prior to the implementation of such changes and that, if required, the Owner shall amend any reports, studies or plans relating to the changed Works, at the discretion of and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Upon completion of the Works, the Owner's consultants shall prepare and submit as-built drawings in a form acceptable to the General Manager, Planning, Real Estate and Economic Development.

4. CONSTRUCTION REQUIREMENTS - GENERAL

4.1 Ministry of the Environment, Conservation and Parks Certification

The Owner covenants and agrees not to commence any work on the construction of the Works until it has received both the Ministry of the Environment, Conservation and Parks Environmental Compliance Approval where applicable and a Notification to Commence Work issued by the City. No Works shall proceed before receiving Commence Work Notification.

4.2 Schedule of Works

Unless otherwise approved by the General Manager, Planning, Real Estate and Economic Development, the Owner agrees that:

- (a) All underground services within the Plan of Subdivision, including service connections, shall be installed within twenty-four (24) months of the date of registration of the Plan of Subdivision.

Underground services required to serve land outside the Subdivision shall be installed within twenty-four (24) months of the issuance of the Commence Work Notification for the phase under consideration;

- (b) Granular road base construction may commence immediately following the completion of the underground Works and shall be completed not later than six (6) months after Preliminary Approval of the underground services;
- (c) Base course asphalt shall be constructed within sixty (60) days of the completion of the granular road base, except after November 1st, in which case the base course asphalt must be completed by July 31st of the following year;
- (d) Wear course asphalt shall not be installed any earlier than one (1) year from the time of Preliminary Approval of the base course asphalt or until such time as seventy-five percent (75%) of the Blocks fronting onto the Road have been developed;
- (e) Under-pavement ducts shall be installed prior to placement of base course asphalt where possible, but where not possible, prior to the placement of wear course asphalt, or shall be installed by trenchless methods if approved by the General Manager, Planning, Real Estate and Economic Development;

- (f) Prior to the installation of streetlights on a Road, the Composite Utility Plan for the Road must be approved by the General Manager, Planning, Real Estate and Economic Development. The installation of streetlights on a Road shall be completed within 90 days after the Road has been constructed to a level of base course asphalt. The streetlights on a Road shall be operational within one hundred and twenty (120) days after the Road has been constructed to the level of base course asphalt, subject to the energizing of the streetlights;
- (g) All temporary regulatory traffic signage shall be provided and installed by the Owner prior to the commencement of any building or the erection of any structure in accordance with City Specifications or Standards;
- (h) All permanent regulatory traffic signage shall be installed by the City prior to Final Acceptance of the Subdivision and in accordance with City Specifications or Standards, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (i) All temporary street name signs shall be provided and installed by the Owner, at the Owner's expense, prior to commencement of any building or the erection of any structure in accordance with Schedule B of the Addressing By-law;
- (j) During construction, and for the duration of construction and prior to occupancy of any buildings, or part thereof, in the Subdivision, the Owner shall provide and erect or affix, at the Owner's expense, temporary civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, in accordance with the Addressing By-law;
- (k) Immediately prior to occupancy of any buildings or part thereof in the Subdivision, the Owner shall erect or affix, at the Owner's expense, permanent civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, in accordance with the Addressing By-law.
- (l) The rough grading of a Block intended for residential development must be completed within one hundred and eighty (180) days from the date of the issuance of the building permit for that Block, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (m) The following works must be completed within eighteen (18) months after the date that the Building Code Services Branch inspects and approves the footing installation related to a residential building permit issued for a block:
 - 1. The curb, sidewalks or pathways on the road that front or abut the Block;
 - 2. The paved driveway(s) to the Block;
 - 3. The road boulevard and sodding associated with the Block;
 - 4. The tree planting associated with the Block.
- (n) Despite (m), when 75% of the Blocks fronting onto a Road have been developed, all curb, sidewalk, pathways, and sodding associated that Road shall be completed, except in those cases where the development threshold is reached between November 1 and May 1, in which case the works must be completed by July 31;
- (o) Sidewalks and pathways abutting the frontages of park and/or school blocks shall be constructed in conjunction with the development of the park and/or school unless otherwise directed by the General Manager, Planning, Real Estate and Economic Development;
- (p) Landscape buffer/screening on the block shall be constructed prior to occupancy of a unit situated on the block abutting the Road where such buffers/screening are required;
- (q) Unless directed otherwise by the General Manager, Planning, Real Estate and Economic Development, all noise mitigation measures required for Blocks under construction or completed abutting a Road shall be constructed within 90 days after the Road has been constructed to base course asphalt. Where noise mitigation measures are required on a Block adjacent to a future road, railway, or stationary noise source, the noise mitigation shall be constructed within one hundred and twenty (120) days from the date of the footing installation for the impacted Block.

- (r) Notwithstanding the provisions of this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits shall all read "weather permitting". The General Manager, Planning, Real Estate and Economic Development shall be the sole authority as to the determination of weather conditions negatively impacting the time to complete the Works, and additional time, if any, required to complete the Works;
- (s) The General Manager, Planning, Real Estate and Economic Development may apply the most current City Specifications or Standards to all Works not completed within five years of the date of registration of this Agreement.

4.3 Protection of Public Lands

- 4.3.1 The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granulars, excavated materials, topsoil or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision. Furthermore, the Owner shall neither remove nor permit to be removed, any fill, topsoil, trees, vegetation or shrubs from the said public lands, other than Roads, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- 4.3.2 The Owner shall cause the lands transferred to the City for park purposes, as set out in Schedule "G", to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to the lands to be transferred to the City for park purposes. The markers and temporary fencing shall be of a type and placed in such locations and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- 4.3.3 The Owner shall install and maintain temporary snow fencing adjacent to any existing parks, open space (such as ravines or environmental areas) to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The temporary fencing shall be of a type and placed in such locations and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- 4.3.4 With respect to dumping by local residents, the City shall make a reasonable effort in conjunction with the Owner to restrain local residents from using public lands as a debris depository. The Owner, at its expense, shall install "No Dumping" signs, in accordance with municipal by-laws, on public lands to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. All derelict vehicles and other debris shall be removed by the Owner from all-natural open spaces such as existing ravines or constraint lands prior to Final Acceptance.
- 4.3.5 In the event that topsoil has been removed from public lands prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the General Manager, Planning, Real Estate and Economic Development to provide cover for the site to a depth specified by the City, and the Owner shall level and grade such topsoil as required by the City.
- 4.3.6 Trees or shrubs which have been or are hereafter removed from the parkland site in contravention of this Agreement shall, at the City's option, be replaced by the City at the expense of the Owner with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

4.4 Inspection of Works

Employees or agents of the City shall have the right at all times to free and uninterrupted access to any and all parts of the Subdivision for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor a Final Acceptance of any of the said Works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

4.5 **Preliminary Approval of Works**

4.5.1 The Owner may apply to the General Manager, Planning, Real Estate and Economic Development for Preliminary Approval of the Works upon the completion, in accordance with the specifications, of

- i. any major section of Works as itemized in Schedule "B"; or
- ii. a portion of any section as agreed to by the General Manager, Planning, Real Estate and Economic Development.

Such application for Preliminary Approval shall require the preparation of such Works for inspection, which preparation shall include testing in accordance with City Specifications or Standards.

Major sections of Works for the purpose of this subsection shall be:

- i. all underground Works such as sewers and water systems being completed, tested, and useable; or
- ii. all surface Works such as roadways, landscaping, grading, and streetlights being completed, tested and useable.

4.5.2 As soon as possible after the receipt of an application for Preliminary Approval of any Works, the City shall cause the Works to be inspected, and the General Manager, Planning, Real Estate and Economic Development shall either furnish the Owner with a list of the deficiencies, if any, for the Works, or shall give the Works Preliminary Approval in writing. If the General Manager, Planning, Real Estate and Economic Development furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and the City shall only give the Works Preliminary Approval upon being satisfied that those deficiencies have been corrected.

4.5.3 If the City has not given Preliminary Approval and has not provided the Owner with a list of deficiencies within sixty (60) days of application for Preliminary Approval, the Works for which Preliminary Approval was applied shall be deemed to have received Preliminary Approval.

4.5.4 If the City has provided the Owner with a list of deficiencies for any Works (the first deficiency list), the Owner shall correct those deficiencies and notify the City when those deficiencies are being corrected so the City may be in attendance. The Owner may then re-apply to the City for Preliminary Approval of the Works. As soon as possible after the receipt of a re-application for Preliminary Approval of the Works, the City shall cause the Works to be inspected and shall again provide the Owner with a subsequent list of deficiencies, if any, for the Works, or shall give the Works Preliminary Approval. If the City again provides the Owner with a list of deficiencies for the Works (the second deficiency list), the Owner shall correct those deficiencies for the Works and notify the City when those deficiencies are to be corrected in order that the City may be in attendance, and the City shall give the Works Preliminary Approval only upon being finally satisfied that all deficiencies have been corrected.

4.5.5 If the Owner has re-applied for Preliminary Approval and the City has not given such Preliminary Approval and has also not provided the Owner with a list of deficiencies within forty (40) days of the re-application for Preliminary Approval, the Works for which Preliminary Approval was applied shall be deemed to have received Preliminary Approval. Upon the Preliminary Approval of any Works and subject to Schedule "F", paragraph 5, the City shall authorize the reduction of any security for those Works given in accordance with Schedule "F", Section 5 of this Agreement.

4.5.6 Preliminary Approval shall not release the Owner from any obligation or constitute Final Acceptance of any work.

4.6 **Maintenance of Works**

The Owner shall maintain all Works installed pursuant to this Agreement until Final Acceptance is given;

- (a) Maintain vacant land within the Plan of Subdivision in a condition acceptable to the General Manager, Planning, Real Estate and Economic Development;

- (b) Respond to any flooding occurring throughout the Subdivision and provide the necessary Works required to alleviate the flooding; and
- (c) Reinstate any faulty workmanship or materials or any damage to the Works done by the Owner or persons claiming title from the Owner during the construction of Works or buildings on the lands which faulty workmanship, materials or damages may appear prior to Final Acceptance.

4.7 Final Acceptance of Works

- 4.7.1 Subject to the provisions of this subsection, the Owner may apply for Final Acceptance of Works upon the expiry of the one-year warranty period, which warranty period commences from the date of Preliminary Approval of the Works.
- 4.7.2 Before applying for Final Acceptance of Works, the Owner shall furnish the City with the following documents:
- (i) the most current As-built Drawings, engineering statistical information, test results, documents as indicated in the City Specifications or Standards, and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datum- including the full data of the surveyed monuments relied on and sufficient information to enable a layperson to locate the monument;
 - (ii) a certificate by an Ontario Land Surveyor stating that all Standard Iron Bars have been found or re-established in accordance with the registered Plan;
 - (iii) a statutory declaration that all accounts for Works, services and materials supplied have been paid, except any construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner; and
 - (iv) written confirmation from a construction trade newspaper, as defined by the *Construction Act*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.
- 4.7.3 Before Final Acceptance of a sanitary sewer and a storm sewer, the City will require a television examination, and in the event of a blockage being identified, the Owner shall remove, at its expense, any soil, sludge and other foreign material lodged in the sewer and re-camera the pipe. The Owner shall, at its expense, carry out the television inspection within sixty (60) days prior to the expiry of the warranty period, between Preliminary Approval and Final Acceptance. Upon completion of the televised inspection, the Owner shall provide, to the General Manager, Planning, Real Estate and Economic Development, a copy of the television inspection report acceptable to City Specifications or Standards. The Owner shall give seventy-two (72) hours prior notification to the General Manager, Planning, Real Estate and Economic Development of its intention to commence television examination of a sewer or sewers.
- 4.7.4 Upon the receipt of the sewer system television examination report, the City shall determine forthwith the extent of repairs, if any, required to be undertaken by the Owner in order to bring the sewer into compliance with the City Specifications or Standards and shall within twenty-one (21) days of receipt of the report provide the Owner with a deficiency list. Repairs required to be carried out by the Owner shall be done under the supervision of the City. Any Works not examined by the City prior to backfilling shall require re-excavation at the cost of the Owner. If in the opinion of the City, the repair is extensive and further examination of the Works is required, a further television and site inspection will be conducted by the City at the expense of the Owner.
- 4.7.5 Not later than thirty (30) days after the receipt of an application for Final Acceptance of Works, the City shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the City shall furnish the Owner with a list of deficiencies, if any, for the Works or Final Acceptance of the Works. If the City furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the City when those deficiencies are to be corrected so that the City may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the City for Final Acceptance of the Works.

- 4.7.6 When the City is satisfied that all deficiencies have been corrected in accordance with this Agreement, that all City accounts have been paid, and that all financial requirements as herein provided have been met, the City shall provide Final Acceptance of the Works.
- 4.7.7 Upon the issuance of a Certificate of Final Acceptance of the Works, the ownership of the Works shall vest in the City.
- 4.7.8 Forthwith after the Final Acceptance of Works, the City shall authorize the release of security for the Works.

4.8 Remedy for Default of Works

- 4.8.1 If, in the opinion of the General Manager, Planning, Real Estate and Economic Development;
- (a) the Owner fails to install any Works within the time specified in Subsection 4.2 or at such later time as has been requested by the Owner and approved by the General Manager, Planning, Real Estate and Economic Development in writing;
 - (b) the Owner, having commenced to install Works, fails to proceed with reasonable speed or fails to install the Works in accordance with the terms of this Agreement;
 - (c) the Owner executes the Works carelessly or in bad faith, or installs the Works in a faulty manner;
 - (d) the Owner neglects or fails to remedy, renew or re-perform any Works rejected by the General Manager, Planning, Real Estate and Economic Development as being or having become defective or unsuitable;
 - (e) the Owner fails to carry out any maintenance required under this Agreement; or
 - (f) the Owner defaults in any manner in the performance of any of the terms of this Agreement,

the General Manager, Planning, Real Estate and Economic Development shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of five (5) days after such notice, the General Manager, Planning, Real Estate and Economic Development shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper completion of the Works at the cost of the Owner or its surety, or both. The General Manager, Planning, Real Estate and Economic Development, shall be the sole authority as to the extent of the Works required to be completed. If in the opinion of the General Manager, Planning, Real Estate and Economic Development the default, failure, delay or neglect constitutes an emergency situation, the City may complete the Works without prior notice to the Owner.

- 4.8.2 If the City enters the Subdivision for any purpose without notice in the event of an emergency, it shall give written notice to the Owner as soon as it is practical to do so. The cost of such Works shall be calculated by the General Manager, Planning, Real Estate and Economic Development, whose decision shall be final and shall include a Management Fee to be paid to the City as a result of the default, failure, delay or neglect on the part of the Owner. It is acknowledged and agreed that the assumption by the Owner of the obligations set out in this Clause is a consideration without which the City would not have executed this Agreement. The Owner shall pay the cost of the Works forthwith and the Management Fee upon demand by the City. Nothing in this clause shall require the City to carry out any such Works or maintenance whatsoever. Any entry by the City upon the Subdivision for purposes of this Clause shall not constitute a Final Acceptance of any Works by the City. The General Manager, Planning, Real Estate and Economic Development shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the City.
- 4.8.3 If the Owner is delayed at any time in completing the Works in accordance with the time specified in this Agreement by labour disputes, strikes, lock-outs, fire, or, without limit to the foregoing, any cause beyond the control of the Owner, the Owner may apply in writing to the General Manager, Planning, Real Estate and Economic Development for consent to extend the time for completing the Works without forfeiting any related security and the General Manager, Planning, Real Estate and Economic Development shall not unreasonably withhold consent.

5. CONSTRUCTION OF WORKS

5.1. Sewers

The Owner shall construct a sanitary and storm drainage system, if required by this Agreement, including Block sewer services from the sewers to the street line inclusive of all appurtenances to service the lands in the Subdivision according to the design and City Specifications or Standards. The Owner shall maintain such sewers, including clearing of any blockages until Final Acceptance is granted by the City. The construction and installation of such sewers shall be subject to the approval of the General Manager, Planning, Real Estate and Economic Development. All sewers shall be connected to an outlet according to the approved designs. All sewers shall be of sufficient size and depth and at locations within the limits of the Subdivision, or on adjacent road allowances, to service lands outside the Subdivision which lands will, in the opinion of the General Manager, Planning, Real Estate and Economic Development require the use of the Subdivision sewers as trunk outlets.

5.2 Water Plant

The Owner shall construct all Water Plants, if required by this Agreement, including Block services from the Water Plant to the street lines inclusive of all appurtenances to service the lands in the Subdivision according to the design and City Specifications or Standards. The construction and installation of all such Water Plants shall be subject to the approval of the General Manager, Planning, Real Estate and Economic Development. All Water Plants shall be constructed in accordance with the approved designs. All Water Plants shall be of sufficient size, depth and at locations within the limits of the Subdivision, or on adjacent road allowances, to service lands outside the Subdivision which will, in the opinion of the General Manager, Planning, Real Estate and Economic Development, require the use of the Subdivision Water Plants as trunk water plants.

5.3 Services to Lot Lines

The Owner acknowledges and agrees that the services to the Lot lines of the Blocks on the Plan of Subdivision shall be subject to the review and approval of the General Manager, Planning, Real Estate and Economic Development. Should the services be permitted, the Owner acknowledges and agrees to blank the services in the road allowance, at the expense of the Owner, if the services are not utilized. The Owner further covenants and agrees to carry out all modifications of the services as required by the General Manager, Planning, Real Estate and Economic Development to suit any future Subdivision or Site Plan revisions.

6. UTILITIES

6.1 Distribution Agreement

The Owner shall enter into a distribution agreement with the appropriate Utility providers for the installation of services to the Subdivision, and for the provision of easements with respect to such installations, at no expense to the City, and in accordance with the terms, conditions and specifications laid down by the City and the Utility providers.

6.2 Telecommunication Carriers and Distribution Undertakings ("Telecoms") - Occupation of Streets

The Owner shall by written notice, provide those Telecoms which are regulated by the Canadian Radio-television and Telecommunications Commission, and which are permitted by Agreement with the City to use and occupy Streets, the opportunity to install, repair and maintain equipment in a common Telecom trench within all proposed road allowances, and up to but not interfacing with or connecting to, individual dwelling or commercial building units. A list of Streets will be provided to the Owner by the City.

6.3 Final Grading of Streets

The Owner shall grade all streets to final elevation prior to the installation of Utilities and provide the necessary field survey information for the installation of Utilities, to the satisfaction of the appropriate Utility provider and to the City.

6.4. Composite Utility Plan

6.4.1 The Owner shall coordinate the preparation of an overall Composite Utility Plan showing the location, installation, timing, and phasing of all required Utilities through liaison with the appropriate Utility providers. In addition, the plan will include all of the information required in accordance with the City of Ottawa Procedure for Composite Utility Plan Subdivision Applications, dated January 19, 2005, and amended from time to time.

6.4.2. Prior to the installation of any Utilities or the issuance of a Building Permit, the Composite Utility Plan shall be prepared by the Owner to the satisfaction of the Utility providers and shall be approved by the General Manager, Planning, Real Estate and Economic Development.

6.5 Relocation of Utilities

The Owner covenants and agrees to pay all costs associated with the relocation or removal of any existing on-site or adjacent Utility facility to the satisfaction of the appropriate Utility provider, where the relocation or removal is required as a direct result of this Subdivision.

6.6 Easements and Maintenance Agreements for Utilities

All easements and maintenance agreements required for Utilities shall be provided and agreed to by the Owner, to the satisfaction of the appropriate Utility provider and the Owner shall ensure that the required easement documents are registered on title immediately following registration of the final Plan and the affected agencies are duly notified.

7. Roads

7.1 Construction

The Owner shall construct the Roads in the Subdivision in accordance with approved drawings and reports and to City Standards and Specifications. The Owner shall, where required by the General Manager, Planning, Real Estate and Economic Development, construct and maintain a minimum of two separate and distinct accesses to the Subdivision for the access and egress of emergency vehicles, and for the purpose of construction of services and buildings. One of the access/egresses may be a temporary access constructed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

7.2 Maintenance During Construction

The Owner shall maintain all Roads within and adjoining the Subdivision in a condition of cleanliness (i.e.: free of dust, mud and other construction debris), and shall provide Road maintenance within the Subdivision in a manner that is acceptable to the General Manager, Planning, Real Estate and Economic Development, and which allows access for all residents as well as for City services (i.e.: garbage collection and fire fighting). Should the Owner in any manner, in the opinion of the General Manager, Planning, Real Estate and Economic Development be in default, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if action to correct the failure, delay or neglect has not been taken within twenty-four (24) hours after such notice, the General Manager, Planning, Real Estate and Economic Development shall have full authority and power to carry out the necessary Works at the cost and expense of the Owner. The cost and expense of such Works shall be calculated in accordance with Schedule "F" and shall include the Management Fee.

7.3 Base Course Asphalt Maintenance

Unless the City agrees otherwise in writing, the Owner will maintain the base course asphalt roads for at least one winter and one spring season following completion and until the base course asphalt of said Roads has received Preliminary Approval from the City.

7.4 Inspection

Upon expiration of the period identified in 7.3, the General Manager, Planning, Real Estate and Economic Development will inspect the Roads and advise the Owner in writing of all deficiencies concerning the Roads. The Owner shall correct the deficiencies, the General Manager, Planning, Real Estate and Economic Development will re-inspect the said Roads and if the deficiencies have been corrected to the satisfaction of the General Manager, Planning, Real Estate and Economic Development the General Manager, Planning, Real Estate and Economic Development will authorize the Owner to install the wear asphalt surfacing. The installation of the said asphalt shall be completed within twelve months from the date of said authorization.

7.5 Maintenance

The Owner covenants and agrees to maintain the Roads in accordance with this Agreement.

7.6 Construction Access

The General Manager, Planning, Real Estate and Economic Development may designate points of access for construction vehicles to the Subdivision during the period of construction of Works and buildings. The City may require the Owner to erect, at the Owner's expense and at locations determined by the City, barricades to prevent the construction vehicles from using roads other than designated roads.

7.7 Damage to Roads

Where any Road or municipal property, has been used for the provision of access to a construction site and has been damaged as a result of such use, the Owner shall restore or reconstruct the Road to its former state as directed by and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, at the Owner's sole expense.

7.8 Snow Removal

The Owner shall make written request to the General Manager, Planning, Real Estate and Economic Development, for snow removal services to be provided by the City on specified Streets and sidewalks after the Streets and sidewalks have been constructed to an acceptable condition and after occupancy of dwelling units.

7.9 Construction Traffic

The Owner, insofar as the construction traffic arising from the Works in the Subdivision is concerned, shall regulate and enforce temporary access routes, and shall not permit any previously accepted residential Streets adjacent to the Subdivision to be used by construction vehicles.

7.10 Reserves

The Owner shall block off all reserves across Road allowances separating this Subdivision from adjoining built up areas, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

7.11 Parking

The Owner shall provide adequate parking facilities, adjacent to the access Road, for construction personnel employed on the site to park their vehicles during working hours.

7.12 Off-Site Works

Where Works are performed on existing Roads outside the Plan of Subdivision, such Roads and services shall be reinstated to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

8. WINTER PREPARATION OF ROADS**8.1 Condition of Roads**

Where snow plowing is to be provided by the City, on or before the 15th day of October each year, the Owner shall, at its expense, ensure that the Roads within the Subdivision are in a condition satisfactory to the City. This requirement includes the adjustment of all ironworks and the removal of all obstructions within the Road allowance to prevent damage to snow removal equipment or personnel, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

8.2 Damage to City Equipment

The Owner shall be responsible for all damages sustained by the City's snow removal equipment and personnel until Final Acceptance of the Roads, except such damage as may be caused by the negligent acts of the City, its contractors, servants and agents.

9. OTHER CONSTRUCTION REQUIREMENTS**9.1 Curbs and Sidewalks**

The Owner shall construct curbs and sidewalks in accordance with City Specifications or Standards.

9.2 Walkways

The Owner shall construct the pedestrian walkways as specified in Schedule "G" in accordance with City Specifications or Standards and shall provide and place No. 1 Nursery Sod over and along the width and length of the area" not covered by the walkway.

9.3 Street and Pathway Block Lighting

The Owner shall construct and install Street and pathway block lighting within the lands contained in the Subdivision. Street and pathway block light locations are to be shown on the Composite Utility Plan. The Street and pathway block lighting shall be in accordance with City Specifications or Standards.

9.4 Pavement Markings

The City shall install all permanent pavement markings that may be required within the Subdivision, or related to the subdivision, at the cost of the Owner.

The Owner shall provide for, install and maintain, at its expense, all temporary pavement markings.

9.5 Street Name Signs and Regulatory Traffic Signage and Pavement Markings for Public Streets (Highways)

9.5.1 The Owner shall, at the Owner's expense, make arrangements for the City to provide and install all regulatory signage and warning signage for any public street (highway) within the Subdivision.

9.5.2 The Owner shall, at the Owner's expense, provide for, install and maintain all temporary street name signs, in accordance with the Addressing By-law, for any public street (highway) within the Subdivision.

9.5.3 The Owner shall, at the Owner's expense, make arrangements for the City to provide and install all permanent street name signs in accordance with the Addressing By-law and City Specifications or Standards.

10. FENCING**10.1 Construction**

The Owner shall construct privacy/security fencing as outlined in Schedule "H" and in accordance with City Specifications or Standards. All privacy/security fencing shall also be constructed immediately following final grading of the Blocks, unless otherwise approved by the General Manager, Planning, Real Estate and Economic Development, and in accordance with good construction practices as determined by the General Manager, Planning, Real Estate and Economic Development.

11. NOISE ATTENUATION MEASURES**11.1 Implementation**

The Owner shall implement all specific noise control measures recommended in the approved noise study, as may be amended from time to time, and any other measures recommended by the City including, as applicable, the City's Standards for Noise Barriers and Environmental Noise Control Guidelines, as may be amended from time to time. The Owner shall provide certification to the General Manager, Planning, Real Estate and Economic Development through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.

12. GRADING AND DRAINAGE**12.1 Construction**

The Owner shall construct all Works necessary to provide proper drainage of all lands included in the Subdivision, and any adjacent lands that drain through the Subdivision, and including any Works necessary for drainage to an outlet outside the Subdivision, all in accordance with the approved Grading and Drainage Plan.

12.2 Amendments to Plan

The Drainage and Grading Plan may be amended by the Professional Engineer on behalf of the Owner, from time to time, upon receiving written approval from the General Manager, Planning, Real Estate and Economic Development. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until the Works have been constructed and accepted by the City. This shall include the installation and removal of culverts, siltation measures, and erosion protection, as required by the General Manager, Planning, Real Estate and Economic Development.

12.3 No Interference

The Owner shall not interfere with any existing drain or watercourse, without written permission of the General Manager, Planning, Real Estate and Economic Development. Such permission by the General Manager, Planning, Real Estate and Economic Development shall be provided through the approval of the plans of the Works. Granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the City against any claims against the City relating to such damage, provided that the City will give to the Owner, at the expense of the Owner, an opportunity to defend any such claim.

13. STORM WATER MANAGEMENT

13.1 Provision of Measures

The Owner shall provide any storm water management control measures required to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both minor and major rainfall events in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm water plans and reports as approved by the City. The measures undertaken shall be in accordance with current provincial legislation and City Specifications or Standards.

13.2 Maintenance

The Owner agrees to undertake and maintain erosion and sediment controls, during all stages of site preparation and construction in accordance with the Guidelines for Erosion and Sediment Control for Urban Construction Sites (Government of Ontario 1987), other applicable Federal and Provincial regulations and City Specifications or Standards.

13.3 Certification

The Owner agrees to provide the City with written confirmation by way of certification from the Owner's Professional Engineer, that all required storm water Works have been implemented in accordance with the recommendations of the Approved plans and reports.

14. LANDSCAPING

14.1 Construction

The Owner shall provide landscaping Works in accordance with the Streetscaping Landscape Plan prepared by the Owner's Landscape Architect and approved by the General Manager, Planning, Real Estate and Economic Development.

14.2 Sod and Topsoil

The Owner shall provide and place No. 1 Nursery Sod and topsoil in accordance with the approved Landscape Plan and the Block Grading Plan.

14.3 Certification

The Landscape Architect shall submit a landscape certificate to confirm that the approved trees and shrubs have been planted, and a completion landscape certificate to confirm all planted stock is healthy at the Final Acceptance date.

15. PARK AND OPEN SPACE DEVELOPMENT

15.1 Cash-in-Lieu

In accordance with the provisions of section 51.1 of the *Planning Act*, the Owner shall convey land to the City for park or other public recreation purposes or pay cash-in-lieu of parkland to the City in the amount specified in Schedule "C".

15.2 Parkland and Open Space Servicing

The Owner shall provide, at its expense, any required services (sanitary and storm sewers, water and hydro) to the inside of the lot line of each designated park and open space in accordance with City Specifications or Standards and as determined by the General Manager, Planning, Real Estate and Economic Development. The Works shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

16. CANADA POST**16.1 Community Mailboxes**

The Owner shall satisfy the requirements of the Canada Post Corporation and the City regarding the location and construction of community mailboxes and related works as may be set out in Schedule "H" hereto and shall provide such notices to purchasers as may be set out in Schedule "E" hereto.

17. BUILDING AND ZONING RESTRICTIONS**17.1 General Requirements – Building Permits**

The Owner shall not demand that the City issue, nor shall anyone claiming title from the Owner or under its authority, demand that the City issue, one or more building permits to construct any building or other structure on any Block in the Subdivision until:

- (a) the Roads in the Subdivision that abut the Blocks for which a building permit for a building or structure on the Blocks has been applied for have been connected to a Street;
- (b) access for firefighting equipment has been provided to each building by means of a Street or private roadway, which Street or private roadway shall be designated and posted to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and Fire Chief;
- (c) the access route has been surfaced with concrete, asphalt, or granular "A" base capable of permitting accessibility under all climatic conditions, and it has a clear width of six (6) metres at all times and is continuously maintained so as to be immediately ready for use by the City's emergency vehicles or any other vehicles in the event of an emergency;
- (d) the City has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure;
- (e) the Owner, as applicant for a building permit, has met all the requirements set out in the Building Code Act and Building Code; and
- (f) Road connections have been made so that snowplow-turning and garbage collection can be undertaken to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

17.2 Occupancy Requirements

17.2.1 No building shall be occupied on any Block in the Subdivision, nor shall the Owner allow such building to be occupied until the minimum requirements for occupancy set out in the Ontario Building Code have been met, and until all requirements with respect to underground Works and Road base course and first lift of asphalt on which such Block fronts have been carried out and have received Preliminary Approval by the General Manager, Planning, Real Estate and Economic Development and such Road has been connected by Roads, which are, at least, at a similar stage of completion, to the overall City Road network and until the whole or such portion of the mass earth moving or general grading as the General Manager, Planning, Real Estate and Economic Development deems necessary has been completed and approved.

17.2.2 Notwithstanding the non-completion of the foregoing Works, occupancy of building may otherwise be permitted if such occupancy is permitted by the Chief Building Official, and if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The consent of the General Manager, Planning, Real Estate and Economic Development for such conveyance and/or occupancy shall be provided in writing to the Owner.

17.3 Construction/Sales Offices

17.3.1 The Owner shall notify all prospective builders that the City requires all locations of construction and sales offices to be approved in advance of their installation so as to ensure that the locations will not conflict with the traffic on the Road and that adequate parking facilities are provided. Such locations and parking shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

17.3.2 If the Owner is permitted by the City to construct a model show home, the Owner shall provide adequate off-street parking to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The plans for such off-street parking shall be delivered to and approved by the General Manager, Planning, Real Estate and Economic Development prior to the model home being used for showing to the public.

17.4 Driveway Locations

No driveway may be located within 3.0 metres of an existing hydrant or within 1.0 metre of any utility pedestal, transformer or streetlight pole.

17.5 Maintenance of Vacant Blocks

The Owner agrees to maintain all vacant Blocks in the Subdivision, for which building permits have not been issued, in a neat and orderly condition, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The maintenance of all Blocks and areas shall include, but not be limited to, leveling, grading for the provision of proper drainage and the prevention of accumulation of standing water, all in accordance with approved grading plan, the cutting of grass, and the removal of noxious weeds, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

18. LEGAL REQUIREMENTS

18.1 Registration of Plans and Documents

Prior to the conveyance of any Block on the Plan of Subdivision to which this Agreement applies, the Owner agrees to register the following documents at its expense:

- (a) this Subdivision Agreement;
- (b) the transfer of Road widenings, parkland, walkways and 0.3 metre reserves as set out in Schedule "G" hereof;
- (c) the Transfer of Easements for public utility purposes and for drainage purposes as set out in Schedule "G" hereof; and
- (d) a Notice of Agreement with respect to any covenant agreement or agreements which may be required.

18.2 Inhibiting Order

The Owner further covenants and agrees to register with the Plan, if required, at the Owner's cost, a certificate issued by the City listing the following documents and requesting the Land Registrar to issue an Inhibiting Order prohibiting any other land transactions pertaining to the said land until such time as those documents have been registered to the satisfaction of the City:

- (a) This Subdivision Agreement;
- (b) Transfer of easements;
- (c) Transfer of lands to the City;
- (d) Transfer of reserves to the City;
- (e) A Notice of Agreement with respect to a Covenant Agreement, if required by the City; and
- (f) Such other documents as required by the City.

18.3 Encumbrancers' Consent and Subordination/Postponement

The Owner acknowledges and agrees that any and all encumbrancers, including but not limited to any Chargee, to the extent of their interest in the lands owned by the Owner and legally described in Schedule "A" attached hereto,

- (i). shall consent to and agree to the provisions and conditions herein contained and

- (ii). shall subordinate and postpone any and all right, title and interest in the lands owned by the Owner described in Schedule "A" attached hereto to the City for themselves and their heirs, executors, administrators, successors and assigns;

The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against the title to the Owner's lands described in Schedule "A" attached hereto, the said agreement to be in a form acceptable to the City Solicitor, Legal Services Branch in the said City Solicitor, Legal Services' sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.

18.4 Reports, Plans and Drawings

The Owner acknowledges and agrees that the Plan of Subdivision included in Schedule "A" hereto and the reports, plans and drawings included in Schedule "H" hereto, form part of the subdivision approval under Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13 and shall comply with such approval.

18.5 Delay and Update of Financial Requirements

If development has not been completed such that Preliminary Approval has been granted within 24 months from the date of registration of this Subdivision Agreement or such later date as may be approved by the General Manager, Planning, Real Estate and Economic Development, the Owner shall, upon receipt of revised amounts from the City, update the amount of securities held by the City and revise any charges to be paid so that such securities and charges will conform to the policy of the City in effect at that time. Any such revised amounts shall be reflected in amendments to Schedules B and C, with a copy of such amendment provided to the Owner.

18.6 Estoppel

The Owner, for itself and its successors and assigns, covenants and agrees that the Owner will 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 this provision may be pleaded by the City in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

18.7 Changes to Agreement in Writing

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Owner and the City pursuant to and in accordance with authority delegated by Council and shall be binding upon the Owner and the City as fully and to the same extent as if set out herein.

18.8 Indemnity

The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of action, suits, claims or demands whatsoever which arise directly or by reason of the actions, performance, negligence or non-performance of the Owner, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant and project manager during the development of the Plan of Subdivision herein and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

18.9 Subsequent Parties and Gender

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

18.10 Notices

Any notice required to be given herein shall be in writing by e-mail, with a hard copy to follow, by personal delivery or by prepaid registered mail and, if to the City, shall be addressed to the office of the City Clerk at 110 Laurier Avenue West, Ottawa, Ontario K1P 1J1, with a copy to the General Manager, Planning, Real Estate and Economic Development, 110 Laurier Avenue West, 4th Floor, Ottawa, Ontario K1P 1J1, or at such other address at which the City offices are located in the future, and, if to the Owner or his agent, at the addresses provided in the application submitted for approval of the subject Subdivision or at such other address as the Owner may advise the City in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

18.11 Schedules

The following schedules form part of this Agreement:

SCHEDULE "A"	DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES
SCHEDULE "B"	ESTIMATED COST OF WORKS TO BE CONSTRUCTED
SCHEDULE "C"	SECURITIES AND CASH PAYABLE
SCHEDULE "D"	MUNICIPAL COVENANTS
SCHEDULE "E"	NOTICES TO PURCHASERS
SCHEDULE "F"	FINANCIAL REQUIREMENTS
SCHEDULE "G"	TRANSFER OF LANDS FOR PUBLIC PURPOSES
SCHEDULE "H"	SPECIAL CONDITIONS
SCHEDULE "I"	REQUIRED WORDING OF LETTER OF CREDIT
SCHEDULE "J"	REQUIRED WORDING OF INSURANCE CERTIFICATE
SCHEDULE "K"	AGREEMENT INDEX

18.12 Paragraph Headings

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

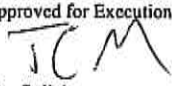
18.13 Counterparts

This Agreement may be executed by the parties in separate counterparts and delivered by electronic PDF transmission, each of which so executed and delivered shall be original, but all such counterparts shall together constitute one and the same instrument. For any Agreement the City has deemed to require registration on title, the Parties agree that an original executed copy shall be provided to the City following receipt of the electronic PDF transmission. Such original copy shall be used for registration.

DATED AT OTTAWA this 27th day of AUGUST, 2023.

) INNES SHOPPING CENTRES LIMITED
) _____
) *Mitchell Goldfarb*
) Name: MITCHELL GOLDFARB
) Title: PRESIDENT
) _____
) Name:
) Title:
) I/We have the authority to bind the Corporation.

DATED AT OTTAWA this 14 day of Sept, 2023.

Approved for Execution

 City Solicitor

) CITY OF OTTAWA
) _____
) *Mark Sutcliffe*
) Mark Sutcliffe, Mayor
) _____
) *Tyler Cox*
) Deputy City Clerk
) We have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

The whole of Blocks 1 to 12 inclusive as shown on Plan 4M-1732 registered in the Land Registry Office for the Land Titles Division No. 4 at the City of Ottawa.

**LIST OF STREET NAMES APPROVED BY
THE CHIEF BUILDING OFFICIAL, BUILDING CODE SERVICES**

The streets, namely:

voie Noella Leclair Way
rue Lady Pellatt Street

PLAN OF SUBDIVISION

Plan of Subdivision prepared by Stantec Geomatics Ltd. and signed by Francis Lau O.L.S. dated October 16, 2023 shows the Plan of Subdivision referred to in Clause 1. of this Agreement and the lands described in Schedule "A" hereof. The final Plan will be registered in the Land Registry Office for the Land Titles Division No. 4 at the City of Ottawa.

SCHEDULE "B"**ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

The Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City, at its sole expense, including, but not limited to, the phasing of the Subdivision registration, the design and construction of Roads, services, utilities and drainage, in accordance with City Specifications, Standards and By-laws, all to the satisfaction of the City.

Works on Public Property Soft Servicing	Total
General	\$80,855.70
Traffic	\$1,800.00
Roads	\$80,000.00
Landscaping	\$209,681.00
Sub Total Soft Servicing	\$372,336.70
Works on Public Property – Hard Servicing	
Storm Sewer	\$842,028.00
Water Main	\$566,137.50
Sanitary Sewer	\$527,337.50
Traffic	\$2,750.00
Electrical	\$157,500.00
Roads	\$1,854,804.00
Sub Total Hard Servicing	\$3,950,557.00
Works on Private Property – Soft Servicing	
Sub Total Soft Servicing	\$0.00
Works on Private Property – Hard Servicing	
Subtotal Hard Servicing	\$0.00
TOTAL ESTIMATED COST OF WORKS	\$4,322,893.70

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SCHEDULE "C"**SECURITIES AND CASH PAYABLE**

1. Security Amount Required		
	100% of Total Estimated Cost of Works on public property	\$4,322,893.70
	100% of Total Estimated Cost of Works on private property	\$0.00
	Reduced Letter of Credit through Early Servicing	- \$0.00
	TOTAL SECURITY BY LETTER OF CREDIT	\$4,322,893.70
2. Cash Payable		
	Design Review and Inspection Fee	
	a) Soft Servicing for Works on private property + Soft servicing for Works on public property	\$372,336.70
	b) Hard Servicing for Works on private property + Hard Servicing for Works on public property	\$3,950,557.00
	c) Park Design and Construction Cost	0.00
	2.5% of Total Soft Servicing	\$9,308.42
	5% of Total Hard Servicing	\$197,527.85
	4% of Park Review and Inspection Fee	\$0.00
	Minus (-) Original Inspection/Review Fee	\$8,849.56
	Sub Total - Balance Due	\$197,986.71
	HST on balance due (13%)	\$25,738.27
	Total Design Review and Inspection Fee plus HST	\$223,724.98
	Special Charges	
	Agreement Planning Fee	\$14,812.00
	Legal Services Fee	\$9,827.00
	HST on Legal Services Fee	<u>\$1,277.51</u>
	Total Special Charges	\$25,916.51
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE	\$249,641.49

E & O E**CITY OF OTTAWA HST REGISTRATION NUMBER: 86393 5995 RT0001**

SCHEDULE "D"

MUNICIPAL COVENANTS

1. The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, the General Manager, Planning, Real Estate and Economic Development may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the General Manager, Planning, Real Estate and Economic Development may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 446, of the *Municipal Act, 2001* in like manner as municipal taxes.

2. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not commence construction of any buildings unless,
 - (a) a building permit has been issued;
 - (b) all requirements with respect to underground Works, road base granulars and first lift of asphalt have been carried out on the Roads on which the subject Block fronts;
 - (c) the Road on which the subject Block fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road network; and
 - (d) the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning, Real Estate and Economic Development has been completed and approved.

3. **Roof Leaders and Sump Pump Hoses**
 The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

4. **Grade Control and Drainage**
 The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the General Manager, Planning, Real Estate and Economic Development. Furthermore, the Transferee and shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and Block grading plan must be completed within five days of a receipt of a written notice from the City of Ottawa or the City of Ottawa may complete the Works at the Transferee's expense.

 Furthermore, the Transferee agrees that the City of Ottawa may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the City of Ottawa in performing any restoration work shall be paid to the City of Ottawa by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the City of Ottawa and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 446 of the *Municipal Act, 2001* and collected in like manner as municipal taxes.

5. **Trees not to be planted**
 The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning, Real Estate and Economic Development within the lands to which this Transfer/Deed applies nor adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping

plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

6. **No Dumping**
The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant Blocks or on adjacent lands.
7. **Setback Requirements**
The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City of Ottawa's Zoning By-laws(s).
8. **Backflow Prevention Devices**
The Transferee for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the sanitary and storm sewer system to the building are each equipped with backflow prevention systems on each service. These backflow prevention devices require annual inspection and may also require maintenance. It is the responsibility of the owner to ensure they are properly maintained in working order to eliminate potential flooding within the building.
9. **Fences**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that they must maintain all fences in good repair, including those as constructed by Innes Shopping Centres Limited along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Purchaser agrees to include this clause in any future purchase and sale agreements.
10. **Gates**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.
11. **Parkland Within This Subdivision And/Or Already Existing In The Vicinity**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that parkland within this Subdivision and/or already existing in the vicinity of the Subdivision may have:
 - active hard surface and soft surface recreational facilities;
 - active lighted sports fields and other lit amenities;
 - recreation and leisure facilities;
 - potential community centre;
 - library;
 - day care;
 - other potential public buildings/facilities/amenities.
12. **Park Amenities**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.
13. **Pool Installation**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that some of the rear yards within this Subdivision are to be used for stormwater drainage and conveyance of infrequent storm events. Pool installations and or grading alterations and/or coach houses on some of the Blocks may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of modification on any individual Block. The Owner further acknowledges to obtain approval of the General Manager, Planning, Real Estate and Economic Development of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any lot within this Subdivision.

14. **Sprinkler System Maintenance**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Services Department. The Transferee agrees to include this clause in any future purchase and sale agreements.
15. **Special Soils – All Blocks**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that special soils conditions exist on this Block which will require:
- (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this Block prior to applying for a pool enclosure permit or installing the pool;
 - (b) the Transferee to submit a copy of the geotechnical engineer's report to the General Manager, Planning, Infrastructure and Economic Development at the time of the application for the pool enclosure permit;
 - (c) certification from the geotechnical engineer that the construction has been completed in accordance with his/her recommendation; and
 - (d) submission of a copy of the certification or report to the General Manager, Planning, Infrastructure and Economic Development.
16. **Sensitive Marine Clay Soils**
The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that sensitive marine clay soils have been identified in some lands within this Subdivision, as described in the approved Geotechnical Report. Those lands containing sensitive marine clay soils will be subject to the City of Ottawa Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines and/or the City of Ottawa 2005 Clay Soils Policy. New foundations (for new homes or future additions) in any sensitive marine clay soils must be reinforced with a minimum of two upper and two lower M15 bars in the foundation wall or similar design signed off by a professional structural engineer licensed in the province of Ontario.
- Where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines (or in combination with the deviation process) have been satisfied, trees to be planted within the road allowance are to be small or medium in size and must be located at a minimum distance of 4.5 metres from any building foundation or structure.
17. **Composite Utility Plan**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that prior to site plan control approval or the issuance of a building permit or completion of any Works on public property, whichever comes first, shall provide a composite utility plan to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

SCHEDULE "E"**NOTICE TO PURCHASERS**

1. The Purchaser acknowledges having been advised of all development charges related to the Block he or she is purchasing including development charges already paid and development charges that may be payable in the future,
2. The Purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any Block on the Plan of Subdivision to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
3. The Purchaser acknowledges that no driveway shall be located within 3.0 metres of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0 metre corridor between a fire hydrant and the curb, nor a 1.5 metre radius beside or behind a fire hydrant.
4. The Purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
5. The Purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
6. The Purchaser of any Block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said Block. The Purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The Purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the Block and is subject to change through the City's approval process.
7. The Purchaser of any Block hereby acknowledges being advised of:
 - (a) An approved Composite Utility Plan
 - (b) General plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the Block;
 - (c) The proposed location possible bus shelters and pads and paved passenger standing areas at bus stops;
 - (d) The proposed location for the community mailboxes within the Subdivision;
 - (e) The proposed driveway location;
 - (f) The proposed location of any streetlights, hydro transformers and utility pedestals abutting the Block;
 - (g) The proposed grading and drainage plan for the Block, and understands that it is the responsibility of the purchaser to maintain, repair and replace the proposed drainage patterns and private sewers; and
 - (h) The proposed location of the potential bus routes including temporary bus routes.
 - (i) The approved Official Plan designation for the Subdivision.
 - (j) The location and types of trees.

- (k) The zoning of the existing development and potential development lands within the Subdivision and within two kilometres of the limits of the Subdivision
8. The Purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the City.
 9. The Purchaser acknowledges being advised that some of the rear yards within this Subdivision are to be used for stormwater drainage and conveyance of infrequent storm events. Pool installations and or grading alterations and/or coach houses on some of the Blocks may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of modification on any individual Block. The Owner further acknowledges to obtain approval of the General Manager, Planning, Real Estate and Economic Development of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any Block within this Subdivision.
 10. The Purchaser further acknowledges that the information he has been advised of and described above is subject to change through the City's approval process.
 11. The Purchaser acknowledges that the sanitary and storm sewer system to the building are each equipped with backflow prevention systems on each service. These backflow prevention devices require annual inspection and may also require maintenance. It is the responsibility of the owner to ensure they are properly maintained in working order to eliminate potential flooding within the building.
 12. The Purchaser acknowledges being advised that they must maintain all fences in good repair, including those as constructed by Innes Shopping Centres Limited along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Purchaser agrees to include this clause in any future purchase and sale agreements.
 13. The Purchaser acknowledges being advised that gates accessing public property are not permitted in the fences.
 14. The Purchaser acknowledges being advised that parkland within this Subdivision and/or already existing in the vicinity of the Subdivision may have:
 - active hard surface and soft surface recreational facilities;
 - active lighted sports fields and other lit amenities;
 - recreation and leisure facilities;
 - potential community centre;
 - library;
 - day care;
 - other potential public buildings/facilities/amenities.
 15. The Purchaser acknowledges being advised that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.
 16. The Purchaser acknowledge being advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Services Department. The Transferee agrees to include this clause in any future purchase and sale agreements.
 17. The Purchaser acknowledges being advised that special soils conditions exist on this Block which will require:
 - (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this Block prior to applying for a pool enclosure permit or installing the pool;

- (b) the Transferee to submit a copy of the geotechnical engineer's report to the General Manager, Planning, Real Estate and Economic Development at the time of the application for the pool enclosure permit;
 - (c) certification from the geotechnical engineer that the construction has been completed in accordance with his/her recommendation; and
 - (d) submission of a copy of the certification or report to the General Manager, Planning, Real Estate and Economic Development.
18. The Purchaser covenants and agrees that sensitive marine clay soils have been identified in some lands within this Subdivision, as described in the approved Geotechnical Report. Those lands containing sensitive marine clay soils will be subject to the City of Ottawa Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines and/or the City of Ottawa 2005 Clay Soils Policy. New foundations (for new homes or future additions) in any sensitive marine clay soils must be reinforced with a minimum of two upper and two lower M15 bars in the foundation wall or similar design signed off by a professional structural engineer licensed in the province of Ontario.
- Where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines (or in combination with the deviation process) have been satisfied, trees to be planted within the road allowance are to be small or medium in size and must be located at a minimum distance of 4.5 metres from any building foundation or structure.
19. The Purchaser acknowledges receiving an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report.
20. The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that prior to site plan control approval or the issuance of a building permit or completion of any Works on public property, whichever comes first, shall provide a composite utility plan to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

SCHEDULE "F"

FINANCIAL REQUIREMENTS

1. Financial Requirements

The Owner shall pay to the City, by cash or certified cheque, the charges and fees where applicable as set out in this Agreement and other financial requirements, including legal fees and development charges, that may be required of the City as established by by-law or resolution of the Council of the City from time to time, which pertain to this Subdivision and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this Subdivision and the Owner shall pay same when required by the City.

2. Insurance Policy

The Owner covenants and agrees as follows:

(a) During the construction period:

(i) The Owner shall provide and maintain Commercial General Liability insurance subject to limits of not less than Five Million Dollars \$5,000,000.00 per occurrence for bodily injury, death and damage to property, including loss of use thereof. The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products and completed operations liability
- blanket contractual liability
- cross liability
- severability of interest clause
- contingent employers' liability
- personal injury liability
- owner's and contractor's protective coverage
- liability with respect to non-owned licensed motor vehicles
- if applicable to the construction project described in the subdivision agreement; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading

(ii) Such insurance shall be in the name of the Owner and shall name the Contractors, Agents, Architects, Landscape Architects, Engineers, Planners, Consultants, Project Managers and the City of Ottawa as additional insureds thereunder.

(iii) The Owner shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

(iv) Such insurance policies shall contain an endorsement to provide the City with not less than thirty (30) days written notice of cancellation.

(v) The Owner shall provide the City with a Certificate of Insurance evidencing such insurance coverage prior to the execution of the agreement. If requested by the City, the Owner shall provide, Certified Copies of the referenced insurance policies.

(vi) As determined by the City, the Owner may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.

(b) During the maintenance period,

(i) The Owner shall provide and maintain Commercial General Liability insurance acceptable to the City and subject to limits of not less than Five Million Dollars \$5,000,000.00 per occurrence for bodily injury, death and damage to property including loss of use thereof. The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products and completed operations liability
- blanket contractual liability
- cross liability
- severability of interest clause
- contingent employers' liability
- personal injury liability
- owner's and contractor's protective coverage
- liability with respect to non-owned licensed motor vehicles

(ii) Such insurance shall be in the name of the Owner and shall name the City of Ottawa as an additional insured thereunder. Such insurance policy shall contain an endorsement to provide the City with thirty (30) days written notice of cancellation.

(iii) The Owner shall provide the City with a Certificate of Insurance evidencing such insurance coverage. If requested by the City, the Owner shall provide, Certified Copies of the referenced insurance policy

(c) During the construction and maintenance periods;

(i) The Owner shall ensure its professional Consultants, Architects, Landscape Architects, Planners and Engineers, providing a professional service in connection with the subdivision, provide and maintain Professional Liability insurance coverage until final acceptance of the work has been granted by the City and for five (5) additional years following final acceptance of the work. Such Professional Liability insurance coverage shall be subject to limits of not less than \$250,000.00 for each claim, \$500,000.00 per project and \$1,000,000.00 annual aggregate. Such insurance shall provide coverage for all errors and omissions made by the Consultant, Architect, Landscape Architect, Planner and Engineer its partners, officers, directors and employees in regard to the professional services provided by the Consultant, Architect, Landscape Architect, Planner and Engineer which are related to the subdivision agreement.

(ii) The City of Ottawa reserves the right to request the Owner to provide the City of Ottawa with evidence of such Consultants, Architects, Landscape Architects, Planners and Engineers Professional Liability insurance coverage.

(iii) As determined by the City, the Owner's Consultants, Architects, Landscape Architects, Planners and Engineers may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.

(d) (i) As an alternative insurance program to subsections 2(a) and 2(b), the Owner shall provide and maintain Wrap-Up Liability insurance acceptable to the City and subject to limits of not less than Five Million Dollars \$5,000,000.00 per occurrence for bodily injury, death and damage to property including loss of use thereof.

- premises and operations liability
- products and completed operations liability
- blanket contractual liability
- cross liability
- severability of interest clause
- contingent employers' liability
- personal injury liability
- owner's and contractor's protective coverage
- liability with respect to non-owned licensed motor vehicles
- if applicable to the construction project described in the subdivision agreement; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading

(ii) Such insurance shall be in the name of the Owner and shall name its Contractors, Subcontractors, Agents, Architects, Landscape Architects, Engineers, Consultants, Planners, Project Managers and the City of Ottawa as additional insureds thereunder.

(iii) The Owner shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

(iv) Such insurance policies shall contain an endorsement to provide the City and the Owner with not less than thirty (30) days written notice of cancellation.

(vi) The Owner shall provide the City with a Certificate of Insurance evidencing such insurance coverage. If requested by the City, the Owner shall provide, Certified Copies of the referenced insurance policy.

(vii) As determined by the City, the Owner may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.

3. **Financial Security**

Before this Agreement is executed by the City, the Owner shall deposit with the City a sufficient sum in cash or irrevocable letter of credit issued by a financial institution acceptable to the Treasurer or other financial security acceptable to the Treasurer and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B" with the exception that if the construction of services and the development of the lands described in Schedule "A" are to be by phases, the Owner shall deposit with the City the financial security required for such phases and before commencing the construction of service in subsequent phases the Owner shall deposit with the City the financial security for the particular phase in which the Owner wishes to commence the construction of services.

For the purposes of calculating the securities for works required under this agreement, the City shall use its own unit rates which have been based on a review of the previous year's City tender unit rates.

If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the City, such letters of credit being in the form attached hereto as Schedule "I", the following provisions shall also apply:

- (a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- (b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.
- (c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of this clause.
- (d) Notwithstanding the above, the Owner acknowledges and agrees that the securities posted in accordance with this agreement are posted to complete any works deemed necessary by the General Manager, Planning, Real Estate and Economic Development.

4. **Interest and Payment Accounts**

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Owner to the City on all sums of money payable to the City herein which are not paid on the due dates calculated from such due dates.

5. **Approval/Acceptance - Financial Security**

- (a) Upon Preliminary Approval of any of the Works or part thereof by the City, the City may permit a reduction of the financial security relating to the construction of the Works. The Preliminary Approval of such stage in the construction of the Works shall be dated as of the date of the Owner's application for Preliminary Approval thereof.
- (b) Upon Preliminary Approval by the City of any further part of the Works or all the Works by the City, the City may permit a further reduction in the financial security relating to Works. The Preliminary Approval of such Works or part thereof shall be dated as of the date of the Owner's application for Preliminary Approval thereof. The City reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Works and that at no such time would the City hold less security than the cost of completing the Works. In addition, the City shall retain sufficient security relating to such other Works to cover the Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Works and to satisfy the requirements of Clause (8) of this schedule related to construction liens. Responsibility for restoration shall continue until Final Acceptance by the City.
- (c) The Owner covenants and agrees to restore to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any faulty workmanship or materials used in construction of the Works outlined in Schedule "B" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Works or buildings. Such responsibility for restoration shall continue for a period of one year after Final Acceptance of the Works by the City.
- (d) Upon Final Acceptance of the said Works by the City and upon the City being satisfied there are no construction liens affecting any of the Works, the Owner shall be entitled to have released to it all financial security then held by the City under this Agreement. It is understood that the Owner shall not be entitled to receive Final Acceptance of any Road until the services under such Road have received Final Acceptance.

6. **Inspection for Release of Financial Security**

It is hereby understood that it is the Owner's responsibility to make applications to the General Manager, Planning, Real Estate and Economic Development for the inspection of any completed Works for which the Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

7. **Default – Financial Security**

After having first notified the Owner, the City may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "F" hereof to pay the cost of any Works that the General Manager, Planning, Real Estate and Economic Development deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the City deems necessary, shall be held by the City until Final Acceptance of the Works, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Schedule "F" hereof, the General Manager, Planning, Real Estate and Economic Development may recommend the reduction of such financial security from time to time as Works are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

8. **Construction Liens**

- (a) The Owner agrees that it will hold back from its payments to any contractors who may construct any of the Works (including Roads) such sum or sums as are required in accordance with the *Construction Act*, R.S.O. 1990, Chapter C.30, as amended from time to time and will otherwise indemnify and save harmless the City against any claims, suits, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs in connection with the same, and on the demand of the City, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Works or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Works.
- (b) Notwithstanding anything herein contained, the Owner agrees that the City shall not be required to release the financial security relating to the Works being constructed pursuant to this Agreement until the City is satisfied that there are no claims for construction liens relating to the Works and that the time for claiming a construction lien has expired. The Owner acknowledges that the City shall continue to hold at least 10% of the financial security until such period of time has expired.
- (c) In the event that a claim for lien is registered under the *Construction Act*, R.S.O. 1990, Chapter C.30, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for lien in respect of a public street or highway included in the Works is given to the Clerk of the City, the Owner shall be deemed to be in default of this Agreement and the City, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The City shall use the financial security to complete the Works specified in Schedule "B" hereon on behalf of the Owner. The City may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Act*, R.S.O. 1990, Chapter C.30, as amended.

9. **City's Lien**

The City shall have a lien against the lands and premises upon which this Agreement is registered for any amount the City expends in carrying out any of the obligations of the Owner under this Agreement or for any other debts due by the Owner to the City for Works done by the City under this Agreement, over and above the amount of the said security deposited with the City to secure such obligations.

10. **Pre-Servicing Requirements**

Upon draft Plan approval, and at the sole discretion of the General Manager, Planning, Real Estate and Economic Development, City services within the Plan of Subdivision may be installed provided appropriate financial security, insurance and a letter of indemnity are posted with the City, to the satisfaction of the City Solicitor.

SCHEDULE "G"**TRANSFER OF LANDS FOR PUBLIC PURPOSES**

The Owner, at its expense, shall transfer to the City the following lands and request the lifting of reserves, as listed, forthwith upon registration of this Agreement. All such Transfers/Deeds shall be in a form satisfactory to the City Solicitor.

- A. **Road Widening**
n/a
- B. **Parkland**
Block 5
- C. **Walkways and Open Spaces**
Block 8
- D. **Reserves(temporary)**
Block 12
- E. **Reserves** (to be lifted and dedicated as a public road)
- F. **Future Roads**
Blocks 9, 10 and 11
- F. **Easements**
Turning Circle easement - parts 1 and 2 on approved Reference Plan (end of Noella Leclair)

NOTE: The Owner agrees to pay all costs associated with the preparation of legal plans for the lifting of reserves by the City.

SCHEDULE "H"

SPECIAL CONDITIONS

A. PHASING OF DEVELOPMENT

The City and the Owner each acknowledge and agree that the construction of Works set out in this Agreement may occur in phases. The Owner acknowledges that it has estimated the cost of the Works for all phases in Schedule "B". The City reserves the right to re-estimate the cost of the Works for any subsequent phase and to require the Owner to provide financial security for such phases in accordance with such re-estimated cost, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Construction of various phases are subject to the approval of the City. To ensure that each phase can function independently, phases will not be approved by the City unless associated services and road network provide for safety, servicing and road continuity, all in accordance with good engineering and municipal practice.

The Owner agrees to submit a written construction schedule for the Works required in each phase of the development to the General Manager, Planning, Real Estate and Economic Development for approval at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule will not be construed as being (a) a request to start construction; (b) acceptance of the schedule by the City, or (c) permission to start construction. Failure to comply with the foregoing may result in delays due to the City being unable to assign inspectors. In addition, approval of the construction schedule by the City will not be construed as relieving the Owner from its obligations specified elsewhere in this Agreement. All Works will be completed to final acceptance within thirty-six (36) months from the date of registration of the Plan of Subdivision.

The Owner undertakes and agrees that construction of the Works will be in accordance with the staging or phasing set out below unless written authority is obtained from the General Manager, Planning, Real Estate and Economic Development to do otherwise:

Blocks 1 to 12 inclusive

B. ENGINEERING REPORTS/PLANS/DRAWINGS

The following engineering reports/plans/drawings apply to this Subdivision and, except where otherwise directed in writing by the General Manager, Planning, Real Estate and Economic Development, the development of this Subdivision, the construction of all Works, and the use by the Owner of the lands within the Subdivision will be in accordance with these engineering reports/plans/drawings.

The Parties have agreed that the following reports, plans and drawings constitute part of the approval under Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13. These documents can be viewed at Ottawa City Hall, 110 Laurier Avenue West, Ottawa, Ontario, K1P 1J1.

Approved Plans

1. **Notes and Legend Plan, NL-1**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
2. **Overall Site Servicing Plan, OSSP-1**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
3. **Site Servicing Plan, SSP-1 to SSP-3**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
4. **Plan and Profile, PP-1 to PP-5**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
5. **Grading Plan, GP-1 to GP-2**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
6. **Ponding Plan, PD-1**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
7. **Erosion Control Plan, EC-1**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022

8. **Details Plan, DS-1 to DS-2**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
9. **Storm Drainage Plan, SD-1**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
10. **Sanitary Drainage Plan, SA-1 to SA-2**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
11. **Geometric Road Design Drawings, GRDD-1 to GRDD-2**, prepared by Stantec Consulting Ltd., dated April 10, 2022, revision 5 dated November 15, 2022
12. **Landscape Plan, L1.01**, prepared by Levstek Consultants. Inc., dated June 2022
13. **Landscape Plan, L1.02**, prepared by Levstek Consultants. Inc., dated June 2022.
14. **Park Fit Plan**, prepared by Levstek Consultants. Inc., dated October 2021

Approved Reports

This approval applies to the draft plan certified by Francis Lau, Ontario Land Surveyor, dated July 5, 2022, showing 2 public streets, 2 residential/mixed use blocks, 2 employment blocks, 1 park block, 1 30 cm reserves, 3 blocks for future streets, 2 partial blocks, and one walkway block.

This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):

- 1) **Site Servicing and Stormwater Management Report – Orleans II Subdivision, 4200 Innes Road**, prepared by Stantec Consulting Ltd., dated May 12, 2022, revision 2 dated September 23, 2022
- 2) **Phase 1 ESA**, prepared by Paterson Group, dated December 15, 2021.
- 3) **Tree Conservation Report**, prepared by Lenstek Consultants Inc, dated December 2016.
- 4) **Geotechnical Investigation**, prepared by LRL Engineering, dated April 2018
- 5) **Environmental Impact Statement with Headwaters Assessment**, prepared by Stantec, December 14, 2016.
- 6) **Stage 1 & Stage 2 Archaeological Assessment** prepared by Stantec, July 6, 2016
- 7) **Community Transportation Study**, prepared by Stantec, January 2017
- 8) **Community Transportation Study Update**, prepared by Stantec, April 10, 2018
- 9) **Environmental Noise Control Study**, prepared by Patersongroup, April 23, 2018

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.

The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.

C. **CONDITIONS OF PLAN APPROVAL**

1. **General**
 - (a) Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from municipal, provincial or federal authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.
 - (b) Prior to commencing construction, the Owner shall enter into a Subdivision Agreement with the City. The Subdivision Agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all Works, save and except non-municipal buildings. The aforementioned security for site works shall be for Works on both private and public property and shall include, but not be limited to, Block grading and drainage, landscaping and driveways, Roads and Road Works, Road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park Works. The amount secured by the City shall be determined by the General Manager, Planning, Real Estate and Economic Development, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site Works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development.

Engineering, Inspection and Review fees will be collected based on the estimated cost of the Works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park Works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2022-239 or as amended).

- (c) The Owner acknowledges and agrees that any residential Blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per Block.
- (d) The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to Blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted below has been executed. The Owner shall provide to the General Manager, Planning, Real Estate and Economic Development an acknowledgement from those purchasers who signed a purchase and sale agreement before the Plan was draft approved, that the Plan had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to noise warnings and easements.
- (e) The Owner, or his agents, shall not commence or permit the commencement of any site-related Works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development staff and until the City issues a Commence Work Notification.
- (f) The Owner shall reinstate at its expense, any property of the City, including, but not limited to, sidewalks and curbs, boulevards, that are damaged as a result of the subject development to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (g) The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.
- (h) The Owner agrees and acknowledges that prior to any site Works to provide a Pre-Inspection Survey carried out by a Professional Engineer licensed in the province of Ontario that includes seismic monitoring. Furthermore, a post inspection will be also provided. Such pre-post inspection survey shall be prepared for all buildings or parking structures likely to be affected by the works within 75 metres of the location where Works may occur. The standard inspection procedure shall include the provision of an explanatory letter to the owner(s) or occupant and owner with a formal request for permission to carry out an inspection.

The pre-post inspection survey shall include, as a minimum, the following information:

- (i) Type of structure, including type of construction.
- (ii) Location identification and description of existing differential settlements, including visible cracks in walls, floors, and ceiling, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect must also be noted. Defects shall be described, including dimensions, wherever possible.
- (iii) Photographs or video as necessary for recording areas of significant concern.

A copy of the pre-post inspection survey shall be provided to the owner of that residence or property upon request.

- (i) The City reserves the right to review and approve subsequent Detail Design submissions to ensure that they conform to applicable Guidelines, By-laws, policies and procedures to the City to the satisfaction of the General Manager, Planning, Real Estate and Economic Development prior to installations of those Works.
- (j) The Owner shall have competent professional engineering inspection personnel on-site during the period of construction and the General Manager, Planning, Real Estate and Economic Development shall always have the right to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development that such personnel are not on site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance

with approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development may order all work in the project to be stopped.

- (k) The Owner acknowledges and agrees that if temporary dewatering is required in excess of 50,000 litres per day on site for approved Works that they shall apply to the Ministry of Environment, Conservation and Parks for a dewatering activity discharge approval. All costs associated with obtaining the approval shall be borne by the Owner.
- (l) The Owner acknowledges and agrees that Blocks 6 and 7 will not be developed until open street frontage is provided. These Blocks must be consolidated with abutting lands to the east and/or south.

2. **Landowners Agreement**

Prior to registration of this Agreement or early servicing of the development following draft approval, the Owner agrees to provide the City with a clearance letter from the trustee of the EUC -Phase Three -CDP Landowners Group, confirming that the Owner is party to the EUC-Phase Three-CDP Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.

3. **Zoning**

- (a) The Owner agrees that, prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a zoning by-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Ontario Land Tribunal exhausted.
- (b) The Owner undertakes and agrees that, prior to the registration, the Owner shall deliver to the City a certificate executed by an Ontario land surveyor showing that the area and frontage of all Blocks within the Subdivision are in accordance with the applicable zoning by-law.

4. **Roadway Modifications**

- (a) The Owner shall pay all expenses associated with all Works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required Works.
- (b) The Owner agrees to provide a Development Information Form and Geometric Plan indicating:
 - Road Signage and Pavement Marking for the Subdivision;
 - Intersection control measure at new internal intersections; and
 - Location of depressed curbs and TWSIs;

prior to the earlier of registration of this Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (c) The Owner acknowledges and agrees that the intersection of Lady Pellat Street and Vanguard Drive Extension shall be signalized once traffic warrants are met and after such intersection signalization Works have been identified in the next update to the City's Development Charges Background Study and By-law.

In the interim, the Owner agrees that blocks 9, 10 and 11 will be reserved for the future extension of Vanguard Drive to the east and west and for the extension of Lady Pellat Street to the south of the Vanguard Drive intersection where the Owner agrees to construct a temporary turning circle to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Further the Owner agrees that when development occurs to the south and/or east of this intersection that they will be responsible for the construction of the future streets over their lands to where they connect with streets on the abutting developments to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

In the interim, the Owner agrees that once the future streets are constructed and opened, the intersection of Lady Pellat Street and Vanguard Drive will function as a stop-controlled intersection. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner further acknowledges and agrees, that once the Development Charges Background Study and By-law has been updated to include signalization for Lady Pellat Street and Vanguard Drive Extension, the Owner may file a Front Ending Agreement application for the signalization of Lady Pellat Street and Vanguard Drive Extension intersection. The approval of such agreement shall be to the full discretion of the General Manager, Planning, Real Estate and Economic Development.

- (d) Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.

The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:

- intersection or mid block narrowings, chicanes, medians;
- speed humps, speed tables, raised intersections, raised pedestrian crossings;
- road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas);
- pavement markings/signage; and
- temporary/seasonal installations such as flexi posts or removable bollards.

5. **Highways/Roads**

- (a) The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner shall provide for temporary turn-arounds for all Streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turn-arounds. Turning circle(s) may include a 0.3 metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, these portions shall be released at the expense of the Owner when the easements are no longer required by the City.
- (d) Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations:
- Southern terminus of Noella LeClair Way
- (e) The Owner shall provide any temporary easements and construct a temporary turning circle at the south terminus of Noella LeClair Way to the satisfaction of the General Manager, Planning, Corporate Real Estate and Economic Development Department. The Owner shall further agree that they will be remove the temporary easement and turning circle at the Owner's expense at a time when the future street to the south is approved and constructed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (f) The Owner shall provide site triangles at the following locations on the final plan:
- Local Road to Local Road: 3m x 3m
 - Local Road to Collector Road: 5m x 5m
 - Collector Road to Arterial Road: 5m x 5m
- (g) Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies (2025 Mer Bleue Road Community Transportation Study, prepared by Stantec Consulting Ltd, January 2017, Community Transportation Study Update, prepared by Stantec Consulting Ltd. April 10, 2018), the Owner shall be required to enter into an agreement with the City for the operation and maintenance of any traffic signals that are required to be installed in advance of meeting the City's approved criteria for Traffic Signals Warrants and until the General Manager, Planning, Real Estate and Economic Development approves the assumption of the lights.
- (h) The Owner agrees to provide a construction traffic management plan for the Subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (i) All Streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the City's Municipal Addressing By-law or the Private Roadways By-law, as amended, as applicable.
- (j) Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Real Estate and Economic Development.
- (k) The Owner covenants and agrees to:
- (i) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor.
 - (ii) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel.
 - (iii) install the private infrastructure services in accordance with the staging schedule approved by the City.
 - (l) The Owner acknowledges that the construction of buildings may be restricted on certain Blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.
6. **Public Transit**
- (a) The Owner shall be responsible for the cost of designing and constructing the portion of the Vanguard Drive Extension within the Owner's lands, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. It is acknowledged that the timing and responsibility for the design and construction of all or part of the Vanguard Road Extension will be determined by the City of Ottawa. It is acknowledged that the Owner will need to construct an interim turning circle or other interim terminus until such time as the other segments of Vanguard Drive Extension are constructed. At the time of construction of the Vanguard Road Extension, the Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Real Estate and Economic Development.

The locations for transit passenger standing areas and shelter pads are:

The transit passenger standing areas and shelter pads are planned for Vanguard Drive Extension at the Noelle Leclair intersection, at Lady Pellatt St intersection (the local road located between Noelle Leclair and Lanthier intersections). Exact transit passenger standing areas and shelter pads locations at these intersections will be confirmed as part of the design of the Vanguard Drive Extension, but are currently anticipated to be on the downstream side of the road at each intersection.

- (b) The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.
- (c) The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion, and shall submit plans to Planning, Real Estate and Economic Development for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.
- (d) The Owner shall inform all prospective purchasers through a clause in all agreements of purchase and sale of those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to any purchaser's Block at any time. Such streets and transit facilities shall be indicated on all plans used for marketing purposes.
- (e) The Owner agrees to implement, at its sole expense, a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the development, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the Subdivision, to outline the provision of interim bus service. The Agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The Agreement may include: funding and cost sharing arrangements and timing and triggers for the transfer of responsibility to the City.

7. **Geotechnical**

- (a) As special soils exist for this development, the Owner acknowledges and agrees that the following clause shall be incorporated into the agreements of purchase and sale for all of the Blocks on the Plan of Subdivision, and registered separately against the title:

The Owner acknowledges that special soils conditions exist on this Block which will require:

- (i) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this Block prior to applying for a pool enclosure permit or installing the pool; and
- (ii) the Owner to submit a copy of the geotechnical engineer's or geoscientist's report to the General Manager, Planning, Real Estate and Economic Development at the time of the application for the pool enclosure or additional building permit.

The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall submit, prior to registration, a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to:
 - existing sub-surface soils, groundwater conditions;
 - slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope;
 - clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;

- grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;
- design and construction of underground services to the building, including differential settlement near any buildings or structures;
- design and construction of roadway, fire routes and parking Blocks;
- design and construction of retaining walls and/or slope protection;
- design and construction of engineered fill;
- design and construction of building foundations;
- site dewatering;
- design and construction of swimming pools;
- design and construction of park blocks for its intended uses; and
- in areas of sensitive marine clay soils:

The report shall provide recommendations to address any of the above-noted situations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (c) The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the geotechnical report and any addendums are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Sensitive Marine Clay Soils

The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.

- (d) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks:
- (i) Shear Vane analysis including remolded values per ASTM D2573.
 - (ii) Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A).
 - (iii) Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL)
 - (iv) A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data.
 - (v) The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall.
- (e) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2 metres from the front Block line, then the minimum front yard setback would be 5.5 metres (7.5m – 2m).
- (f) The Owner acknowledges that the lands within this development contain sensitive marine clay soils, and the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.

8. **Pathways, Sidewalks, Walkways and Fencing**

- (a) The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:
- east and west sides of Noella LeClair Way Extension;
 - north and south sides of Lady Pellat Street; and
- (c) The Owner agrees to provide a triangle shaped block in the northeast corner of the Subdivision (Block 8) for the future north-south pedestrian network.
- (d) The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:
- Existing terminus of Noella LeClair Way
 - South side of Roger-Pharand Street
- (e) The Owner or future owner of the following Blocks will be required through site plan control to design and construct a 1.5 metre black vinyl-coated chain link fence in accordance with the Fence By-law at the following locations:
- East edge of Block 2
 - East edge of Block 7

All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".

The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.

- (f) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:
- Western edge of Block 5

All chain link fencing that separate public lands and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".

The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park.

- (g) The Owner further agrees that all purchase and sale agreements for the whole or any part of a Block on the Plan of Subdivision shall contain the following clause which shall be a covenant running with the lands for the benefit of the lands in the Subdivision:

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that they must maintain all fences in good repair, including those as constructed by Innes Shopping Centres Limited along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Purchaser agrees to include this clause in any future purchase and sale agreements.

9. **Landscaping/Streetscaping**

- (a) The Owner agrees, prior to registration or early servicing, to have landscape plans for the draft Plan of Subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report, the tree conservation report, and/or the environmental impact statement if such is required by the City.

The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.

The Owner agrees to implement the approved landscape plans and bear all costs and responsibility for the preparation and implementation of the plans.

The Owner agrees that where marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.

The aforementioned requirements are to be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and shall be implemented at the sole expense of the Owner.

- (b) The Owner agrees that for all street frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way shall be provided on the landscape plan(s).

In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:

- (i) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees.
- (ii) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume.
- (iii) On larger Blocks with sufficient soil volume for a medium size tree, one medium size tree will be planted on each Block (or each side of a corner Block), even if the abutting properties form a continuous greenspace between driveways.
- (iv) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per Block

Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any Park Block.

Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed parks, open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility, or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (c) In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:
- The landscape plan shall include a note indicating that it has been developed as per the approved geotechnical report to the satisfaction of the General Manager, Planning Real Estate and Economic Development.

- At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Real Estate and Economic Development.

10. **Tree Conservation**

- (a) The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-240, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.

The Owner agrees to implement, at its sole expense, the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200; all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.

11. **Parks**

- (a) In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 5 (the "Park Block") to the City for parkland purposes all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (b) The Owner covenants and agrees that Block 5 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block on the final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed residential / commercial / industrial use and calculated at a rate of:

- i) a maximum of 10% of the land area of the site being developed for apartments, and
- ii) 2% of the gross land area (commercial + industrial).

or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

Based on the mix of land uses the parkland will be calculated based upon the proportion of the site devoted to each use at the rates identified above.

In the event that there is change in the proposed use, block area, residential product and/or number of dwelling units within the final Plan, the required parkland dedication will also be subject to change.

- (c) The Owner acknowledges and agrees to design and construct at its cost the Park Block in accordance with City Specifications and Standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development and shall be referred to as the "Park Development Budget".

The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (d) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, the dedicated Park Block.

If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.

All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (e) The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block must be approved by the General Manager of Recreation, Culture and Facility Services and will not form part of the *Planning Act* parkland dedication requirements.
- (f) The Owner agrees the Park Block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the Park Block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget.

All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (g) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services, the Owner may remove vegetation, trees and topsoil from the Park Block to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the Park Block.

If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations.

- (h) The City acknowledges and agrees that the Owner may use the Park Block outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.
The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees that any remediation required to the parkland as result of the Owners use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (i) The Owner further agrees to prepare and submit upon registration, for approval all park plans, and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (j) The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the borrow, compacted and leveled within the Park Block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner.

Any fill imported to the Park Block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.

Copies of all records related to all soils imported to the future park areas must be provided to the City. All Works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and Specifications.

- (k) The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Block as per the park working drawings / grading and drainage plan. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional grading beyond this maximum will be at the Owner's expense.

This final grading is comprised of grading over-and-above the required Subdivision grading of the Park Block, as per the approved Subdivision grading plan.

All Works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Real Estate and Economic Development.

- (l) Unless otherwise specified the Owner shall provide the following services and utilities to the Park Block:

- i) A 300mm diameter storm sewer and CB/MH at 2 metres inside the park property line.
- ii) A 50mm diameter water line complete with standpost at 2 metres inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility.
- iii) 150mm diameter sanitary sewer and MH at 2 metres inside the park property line.
- iv) A 120/240 volt, 200 amperes single phase hydro service at 2 metres inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.

All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Real Estate and Economic Development.

- (m) The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5 metres) along the common boundary of all residential and commercial Blocks and other Blocks which abut the Park Block. Fences shall be installed 0.15 metres on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.

- (n) No access from private property to passive public property will be allowed. The Owner shall place the following clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Blocks:

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.

- (o) The Owner shall include a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the Subdivision may have (select as appropriate):
- active hard surface and soft surface recreational facilities
 - active lighted sports fields and other lit amenities
 - recreation and leisure facilities
 - potential community centre
 - library
 - day care
 - other potential public buildings / facilities / amenities.
- (p) The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.
- (q) The Owner acknowledges and agrees that, following registration of this Agreement, the Park Block will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to Park Assumption of the Park Block, the Owner will retain all liability for the transferred block and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this Agreement.
- (r) The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft Plan of Subdivision with multiple landowners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Real Estate and Economic Development.
- (s) Prior to the acceptance of the Park Block, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these Works occurring. Any removals/clean up shall follow best forestry practices and shall be at the Owner's sole expense.
- (t) The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Planning, Real Estate and Economic Development a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French:

Future Parkland
No Dumping
No Removal Soil or Vegetation
No Storage of Materials

Parc futur
Il est interdit de jeter des déchets
Il est interdit d'enlever le sol ou la végétation
Entreposage de matériaux interdit

The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.

- (u) Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:
- a certificate of insurance that names the City of Ottawa as Additional Insured, and
 - a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed.

The Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.

- (v) The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.

Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.

- (w) The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block, the supply and installation of those trees shall be at the Owners' expense, outside of the park development budget.
- (x) The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the Park Block shall not exceed the percentage fee calculation of the park construction budget as recommended by the Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services, current version (at time of subdivision registration) by type of project (Category = 2; Complexity = Skilled) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.
- (y) The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Block. The City will proceed with the design and construction of the park as per the typical City-built park process as described in the Parks Development Manual. City may need to hire another consultant due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows:

1. 42. CONFLICT OF INTEREST

2. No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332)

The timing of the park construction will be at the discretion of the City. The expected cost of the Park Works to be paid to the City will be based on the rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development which includes the Park Block (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the Park Block. All standard subdivision conditions associated with the park, including, but not limited to fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 metres inside the Park Block will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.

- (z) If a significant amount of fill is required for the Park Block the Owner acknowledges and agrees to provide the City with one additional year of warranty on all park construction Works.

12. Environmental Constraints

- (a) The Owner shall prepare and submit, prior to registration, an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner agrees that prior to registration, early servicing, or other Works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner acknowledges and agrees that the construction of the Subdivision shall be in accordance with the recommendations of Environmental Impact Statement with Headwaters Assessment for 4100 Innes Road/2025 Mer Bleue Road, Prepared by: Stantec Consulting Ltd. December 14, 2016:

- (d) The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.

13. **Contaminants**

The Owner agrees and acknowledges that should buried materials such as refuse, concrete and asphalt or undesirable cobbles and materials be excavated on site, they shall be removed from the excavations and be removed off site as per the direction of the on-site geotechnical engineer at the Owner's sole expense.

14. **Schools**

The Owner be required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside of their community.

15. **Archaeology**

Where the Owner is required to undertake an archaeological assessment:

- i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s);
- ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and
- iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.

All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism, Culture and Sport and the General Manager, Planning, Real Estate and Economic Development.

16. **Sump Pumps**

The Owner acknowledges and agrees if the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the Master Servicing Study is to identify the need for sump pump systems where they are required.

17. **Stormwater Management**

- (a) Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "H" Section "C" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "H", Section "C" herein.
- (b) The Owner acknowledges and agrees that this development is located within the Northeast quadrant of the EUC MUC CDP development area. The MSS for the EUC MUC CDP provides stormwater management policies for this quadrant and the subject site will have to comply with these policies. Connection and discharge locations will be based upon the MSS for all servicing criteria or to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner shall provide to the General Manager, Planning, Real Estate and Economic Development, prior to registration, any and all stormwater reports that may be required by the City for approval prior to the commencement of any Works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (d) The Owner shall provide to the General Manager, Planning, Real Estate and Economic Development, prior to registration, any and all stormwater reports that may be required by the City for approval prior to the commencement of any Works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (e) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site Works, etc.) the Owner shall:
- i. have a stormwater management plan and an erosion and sediment control plan prepared by a Professional Engineer in accordance with Current Best Management Practices;
 - ii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development; and
 - iii. provide certification to the General Manager, Planning, Real Estate and Economic Development, through a Professional Engineer that the plans have been implemented.

Any changes made to the Plan shall be submitted to the satisfaction to the General Manager, Planning, Real Estate and Economic Development and the applicable Conservation Authority. The Owner shall implement, at its sole expense, an inspection and monitoring plan to maintain erosion control measures.

- (f) On completion of all stormwater Works, the Owner shall provide certification to the General Manager, Planning, Real Estate and Economic Development, through a Professional Engineer that all measures have been implemented in conformity with the approved stormwater management plan.
- (g) The Owner agrees to maintain the stormwater management pond (or underground volume control for lands in the AOIZ) in accordance with the recommendations of the Stormwater Management Plan until such time as the stormwater management pond has been given Final Acceptance and assumed by the City, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (h) The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any stormwater management reports, as required by the City. All reports are to be approved by the General Manager, Planning, Real Estate and Economic Development prior to the commencement of any Works.
- (i) The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole or any part of a Block on the Plan of Subdivision, and registered separately against the title:
- The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that some of the rear yards within this Subdivision are to be used for stormwater drainage and conveyance of infrequent storm events. Pool installations on some of the Blocks may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of pool installation of any individual Block. The Owner further acknowledges to obtain approval of the General Manager, Planning, Real Estate and Economic Development of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any Block within this Subdivision.
- (j) Where the Owner is expressly required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Real Estate and Economic Development.
- (k) The Owner acknowledges and agrees that if temporary dewatering is required in excess of 50,000 litres per day on site for approved Works that they shall apply to the Ministry of Environment, Conservation and Parks for a dewatering activity discharge approval. All cost shall be borne by the Owner.

18. **Sanitary Services**

- (a) The Owner shall submit, prior to registration, detailed municipal servicing plans, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development.
- (b) Where the Owner is expressly required by the City under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this Agreement, the Owner shall convey to the City such 0.3 metre reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner. Insofar as it legally may, the City will require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner, the amount of which payment shall be determined by the General Manager, Planning, Real Estate and Economic Development.

19. **Water Services**

- (a) The Owner shall design and construct all necessary watermains and the details of services and meters for the Blocks abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.
- (b) The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted to the General Manager, Planning, Real Estate and Economic Development for review and approval as part of the water plant design submission.
- (c) The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Blocks described in Schedule "A" of the Agreement until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.
- (e) The Owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services.
- (f) The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is unlooped. Any unit serviced by an unlooped watermain shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (g) The details for water servicing and metering shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by City personnel.
- (h) Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the City with mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the water plant installation in a form that is compatible with the City's computerized systems.

20. **Serviced Lands**

- (a) The Owner shall be responsible for the provisions of the following Works, including oversizing and overdepth where appropriate, at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development and/or the Province;

- watermains;
- sanitary sewers;
- storm sewers;
- Roads and traffic plant(s);
- Street lights;
- sidewalks;
- landscaping;
- Street name, municipal numbering, and traffic signs;
- stormwater management facilities; and
- grade control and drainage.

- (b) The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.
- (c) The Owner shall provide services oversized and overdepth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (e) The Owner agrees and acknowledges that their Contractor is required to provide a Sewer Flow Management Plan (SFMP) as per City Standard S.P. No: F1007 for any bypass sewage pumping and discharge
- (f) The Owner acknowledges and agrees that their Contractor is required to remove or abandon existing sewer infrastructure as per the City S.P. No. F-4104 to the City to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

21. **Utilities**

- (a) The Owner is hereby advised that prior to commencing any work within the draft Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication/telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication/telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication for emergency management services (i.e. 911 Emergency Services).
- Rogers Communications Inc.**
- (b) The Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Inc. to service the subdivision, to the satisfaction of the Utility and the appropriate authority, and at no cost to the Utility. Furthermore, the Owner shall ensure that such easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.
- (c) The Owner shall coordinate the preparation of an overall utility distribution plan. The plan should show the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority; this includes on-site drainage facilities. Such location plan shall be to the satisfaction of all affected authorities.
- (d) The Owner acknowledges and agrees to arrange for and pay the cost of the relocation of any existing services that is made necessary because of the subdivision, to the satisfaction of the authority having jurisdiction.

Enbridge Gas

- (e) The Owner acknowledges and agrees that if the gas main needs to be relocated because of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- (f) The Owner acknowledges and agrees to provide Enbridge Gas Inc. any easement(s) required to service this development and any future adjacent developments. The Owner will provide such easements at no cost to Enbridge Gas Inc. The inhibiting order will not be lifted until such time as the Owner has met all of Enbridge Gas Inc.'s requirements.
- (g) The Owner shall contact Enbridge Gas Inc's Customer Connections department for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to, tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- (h) The Owner agrees that in the event that a pressure reducing regulator is required, they shall provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Inc.
- (i) The Owner shall grade all road allowances to the final elevation as much as possible, and provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations, prior to the installation of the gas piping.

Bell Canada

- (j) The Owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

Hydro One Networks Inc. ("Hydro One")

- (k) The Owner shall pre-consult with Hydro One concerning any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost. This includes any proposed overhang encroachment into the 3.0-metre setback space at a maximum swing conductors.
- (l) The Owner may be required to enter into an Electrical Servicing Agreement with Hydro One, to the satisfaction of Hydro One.
- (m) The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. Such payment shall be in accordance with Hydro One's and Conditions of Service.
- (n) The Owner acknowledges and agrees that Hydro One's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads. Any additional premium costs beyond the standard shall be at the Owner's cost. In all instances, electrical distribution above 27kV is via overhead distribution.
- (o) The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property is permitted.
- (p) Prior to commencement of any construction activities, the Owner shall inform Hydro One of any acute shock construction process or rubbelization to be used during construction and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro One's distribution assets.
- (q) The Owner acknowledges and agrees that Hydro One prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 metres in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro One.

- (r) The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro One's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro One's guidelines "Planting Under or Around Powerlines & Electrical Equipment". The shrub or tree location and expected growth must be considered. If any Hydro One related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the reinstatement shall be at the Owner's expense.
- (s) The Owner acknowledges and agrees that prior to commencing Works identified within the development, it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication /telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.
- (t) The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's Inhibiting Order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City. Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Real Estate and Economic Development.
- Canada Post**
- (u) The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the Subdivision through centralized community mailboxes. The Owner shall contact Canada Post to determine the suitable permanent locations for the community mailboxes.

22. Fire Services

- (a) The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.
- (b) The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.
- (c) The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.
- (d) The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.

- (e) The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.

23. **Noise Attenuation**

- (a) The Owner shall have a Noise Study undertaken, prior to registration, related to noise assessment and land use planning with respect to noises generated by moving and stationary sources. The study shall be to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development and shall comply with:

- (i) the City of Ottawa's Environmental Noise Control Guidelines;
 (ii) the most current version of the City of Ottawa's Standard for Noise Barriers and Noise Control Guidelines; and address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning.

The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.

- (b) Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Real Estate and Economic Development through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.
- (c) The Owner agrees that all purchase and sale agreements for the whole or any part of the Block on the Plan of Subdivision shall contain any applicable warning clauses, as identified by the approved Noise Study. These warning clauses shall be covenants running with the lands in the Subdivision.
- (d) The Owner covenants and agrees that it shall implement all the recommendations as stipulated in the approved noise impact assessment study referenced in Schedule H, Section B of this Agreement and the Professional Engineer shall provide certification that the prescribed noise attenuation measures are in accordance with the approved study. The Owner further agrees that, prior to the City approving the Works, the Professional Engineer shall provide certification that all noise attenuation measures have been completed and are in accordance with the requirements of the approved study.

24. **Land Transfers**

- (a) The Owner shall convey or dedicate on the Plan, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management.
- (b) The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.

25. **Blasting**

The Owner agrees that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner(s) expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

The Owner agrees to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. A copy of the Notification Letter will be submitted to the Program Manager of Construction Services, City of Ottawa.

26. **Development Charges By-law**

- (a) The Owner shall inform the purchaser after registration of each Block of the development charges that have been paid or which are still applicable to the Block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant Block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the *Development Charges Act, 1997* and the *Education Development Charges Act*.
- (b) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two instalments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:
- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

The Owner further acknowledges that Council may terminate the eligibility for this two stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.

For the purposes of this provision,

"discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.

"non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

- (c) The Owner acknowledges and agrees paying the development charges for their site for the Works associated for Outer Greenbelt Development Area, and Millennium Park Development upon registration or upon the issuance of the first conditional building permit, whichever comes first.
- (d) The Owner acknowledges and agrees paying the development charges for the portion of their site (Blocks 6 and 7) for the Works associated for the N5 Channelization upon registration or upon the issuance of the first conditional building permit, whichever comes first.

27. **Survey Requirements**

- (a) The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system.
- (b) The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.
- (c) The distance from the travelled centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.

28. **Closing Conditions**

- (a) It is agreed and declared that this Agreement and covenants, provisos, conditions and Schedules herein shall enure to the benefit of and be binding upon the respective heirs, successors and assigns of each of the parties hereto.
- (b) At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the *Planning Act*, amend, delete or add to the conditions and this may include the need for amended or new studies.

- (c) The Owner shall pay any and all any outstanding taxes owing to the City of Ottawa prior to registration.
- (d) Prior to registration of the Plan of Subdivision, the City is to be satisfied that all conditions in this Agreement have been fulfilled.
- (e) Despite paragraph 4.8.1 which specifies a five (5) day notice period, the Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the *Municipal Act, 2001*, like manner as municipal taxes.
- (f) If the Plan(s) of Subdivision, including all phases within the draft approved Plan of Subdivision, has not been registered by June 30, 2025 the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date.

29. **Inhibiting Order**

- (a) The Owner shall convey, at its cost, all required easements as determined by Hydro Ottawa Limited / Hydro One Networks Inc. In addition to the requirements of Subsection 18.2 of this Agreement, the Owner further acknowledges and agrees that the City's Inhibiting Order will not be lifted until such time as the required transfer of easements to Hydro Ottawa Limited / Hydro One Networks Inc. have occurred. The Owner will be required to provide written confirmation from Hydro Ottawa Limited / Hydro One Networks Inc. to the City that the required easements have been obtained to Hydro Ottawa Limited's / Hydro One Networks Inc.'s satisfaction and that the Inhibiting Order with respect to Hydro Ottawa Limited's / Hydro One Networks Inc.'s interests may be lifted.
- (b) In addition to the requirements of Subsection 18.2 of this Agreement, the Owner acknowledges and agrees that the Inhibiting Order shall remain on the Subdivision lands until the Owner conveys, at its expense, all required easements as determined by Enbridge Gas Inc. (hereinafter referred to as "Enbridge"). The Owner further acknowledges and agrees that the City's Inhibiting Order will not be lifted until such time as the required transfer of easements to Enbridge have occurred. The Owner will be required to provide written confirmation from Enbridge to the City that the required easements have been obtained to Enbridge's satisfaction and that the Inhibiting Order with respect to Enbridge's interests may be lifted.
- (c) In addition to the requirements of Subsection 18.2 of this Agreement, the Owner acknowledges and agrees that Blocks 6 and 7 shall remain frozen from development until open street frontage is provided and the Inhibiting Order shall remain registered on the said Blocks until such time as the Owner is in a position to convey (merge/consolidate) the said lands with the abutting lands to the east and/or south as determined by the General Manager, Planning, Real Estate and Economic Development and a Consolidation Agreement is entered into with the City and registered to the satisfaction of the City for the said lands together with the abutting lands. The Inhibiting Order shall remain registered on title to Blocks 6 and 7 until such time as the Owner has satisfied the said requirement. All costs are to be borne by the Owner.
- (d) In addition to the requirements of Subsection 18.2 of this Agreement, the Owner acknowledges and agrees that the Inhibiting Order shall remain on the Subdivision lands until such time as the Restrictive Covenants registered as Instrument No. OC2102529 and OC2519282 are released from the Roads to be dedicated on the Plan and the lands being conveyed to the City under Schedule G of this Agreement.

SCHEDULE "I"**REQUIRED WORDING OF LETTER OF CREDIT**

(to be put on Bank Letterhead)

LETTER OF CREDIT NO.: _____ AMOUNT: \$ _____
INITIAL EXPIRY DATE: _____**Beneficiary:**City of Ottawa
110 Laurier Avenue West,
Ottawa, Ontario K1P 1J1**Applicant:**Name of the Company
Complete Address

We, the undersigned, (Name and address of Bank) (hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the City of Ottawa (hereinafter called "the City") in the amount of (\$ _____) Dollars which may be drawn by you to the extent required for the proper fulfillment by (Name of Owner:) of its obligation pursuant to a Subdivision Agreement between the City of Ottawa and (Name of Owner:) dated the _____ day of _____, 20____, with respect to Project: (Address of property) and Planning, Real Estate and Economic Development File No. (Planning File No.) (hereinafter called "the Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the City. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the City.

Any written demand for payment pursuant to this Letter of Credit by the City will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The City will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the City pursuant to the obligations incurred or to be incurred by (Name of Owner:) pursuant to the _____ Agreement. Any breach by (Name of Owner:) of the Agreement shall entitle the City to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the City to call upon this Letter of Credit to discharge the obligations imposed on the City by virtue of the said *Construction Act*, R.S.O. 1990, Chapter C.30.

THIS LETTER OF CREDIT will continue in force for a period of one year; but shall be subject to the condition hereinafter set forth:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

Except so far as otherwise expressly stated, all provisions of the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Paris, France, Publication No. 600 are incorporated in and form an integral part of this document as if recited at length.

DATED AT _____ this _____ day of _____, 20____.
Per: _____

(DO NOT INCLUDE FOLLOWING PARAGRAPH IN THE LETTER OF CREDIT-FOR INFORMATION PURPOSES ONLY)

****Please note that the City of Ottawa will ONLY accept letters of credit issued by following approved financial institutions: The Toronto-Dominion, Royal Bank of Canada, National Bank of Canada, The Bank of Nova Scotia, Bank of Montreal, Canadian Imperial Bank of Commerce and Caisse Populaire Desjardins Ontario Credit Union Inc. and HSBC Bank Canada.**

SCHEDULE "J"**REQUIRED WORDING OF INSURANCE CERTIFICATE**

CERTIFICATE HOLDER / ISSUED TO: City of Ottawa
 Attn: PIED BTSS
 110 Laurier Avenue West
 Ottawa, ON K1P 1J1
 Mail code: 01-10

Re: Subdivision Agreement between Innes Shopping Centres Limited and the City of Ottawa dated April 19th, 2023 with respect to Project: 4200 Innes Road Planning, Real Estate and Economic Development File No. D07-16-18-0006/L01-05-INNE-4200

This is to certify that the insured set forth is insured with the Insurance Company, which insurance is described below:

Insurance Company:
Name of Insured:
Address of Insured:
Address of Insured Property: 4200 Innes Rd, Ottawa, Ontario
Class of Insurance: Commercial General Liability or Wrap-up Liability
Policy Number:
Effective Date:
Expiry Date:
Coverage Limit: \$5,000,000.00
Deductible:
Broker Name:

ITEMS TO BE INCLUDED IN COVERAGE AND LISTED WITHIN INSURANCE CERTIFICATE:
Personal Injury Liability; Contractual Liability; Non-Owned Automobile Liability; Owner's and Contractor's Protective Coverage; Premises and Operations Liability; Products - Completed Operations Liability; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- City of Ottawa
 (Include name of registered owner if using contractor's commercial general or wrap-up liability coverage)

has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the Insured named above and is in force at this time.

If cancelled, the City of Ottawa shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

City of Ottawa
 Attn: PIED BTSS
 110 Laurier Avenue West
 Ottawa, ON
 K1P 1J1
 Mail code: 01-10

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid City of Ottawa, the day and date herein written below.

Date: _____

Name of Insurance Company (not broker): _____

Name of Insurance Broker: _____

Authorized Representative or Official By: _____

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