

The applicant(s) hereby applies to the Land Registrar.

Properties

- PIN* 04511 - 1339 LT Redescription

Description ALL OF BLOCKS 3, 4, 5, 6, 7, 8, 10 AND 11, AND PART OF BLOCKS 1, 2, 9, 12 AND 13, PLAN 4M-1570; CITY OF OTTAWA

Address OTTAWA
- PIN* 04511 - 1337 LT Redescription

Description PART OF BLOCKS 1, 2, 9, 12 AND 13, PLAN 4M-1570; CITY OF OTTAWA

Address OTTAWA
- PIN* 04511 - 1341 LT Redescription

Description PART OF BLOCKS 1, 2, 9, 12 AND 13, PLAN 4M-1570; CITY OF 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
 REPDO Mail Code 01-86
 110 Laurier Avenue West
 Ottawa, ON
 K1P 1J1

File: L01-05-GOUL (NM)

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

This document is being authorized by a municipal corporation Jim Watson, Mayor and Leslie Donnelly, Deputy City Clerk.

Party To(s)	Capacity	Share
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<i>Name</i>	KNL DEVELOPMENTS INC.
<i>Address for Service</i>	2193 Arch Street Ottawa, ON K1G 2H5

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Steven Alexander Bannister	110 Laurier Av. W., 3rd floor Ottawa K1P 1J1	acting for Applicant(s)	Signed	2016 09 15
Tel	613-580-2400			
Fax	613-560-1383			

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

Kimberly Lynn Mills	700-427 Laurier Ave. West Ottawa K1R 7Y2	acting for Party To(s)	Signed	2016 09 15
Tel	613-236-0111			
Fax	613-238-8507			

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

The applicant(s) hereby applies to the Land Registrar.

Submitted By

CITY OF OTTAWA

110 Laurier Av. W., 3rd floor
Ottawa
K1P 1J1

2016 09 15

Tel 613-580-2400

Fax 613-560-1383

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made this 26th day of May, 2015.

BETWEEN:

KNL DEVELOPMENTS INC.

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" 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 process, and showing the exact dimensions, geometry, and location of all elements of the work completed during construction, as certified by an Ontario Land Surveyor or a Professional Engineer;

"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 CLERK AND SOLICITOR" means the senior officer of the City Clerk and Solicitor Department 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 of Forestry Services in the Forestry Services Branch of the Public Works Department of the City or his/her designate;

Revised: April 7, 2016

Project: Kanata Lakes, Lakeside, Phase 9

Planning File: D07-16-03-0025

Legal Services File No: L01-05-GOUL 535 – Norma McConnell

"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 Infrastructure Services 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 LIEN ACT" means the *Construction Lien 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 AND GROWTH MANAGEMENT" means the senior officer of the Planning and Growth Management 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, in the event of a default by the Owner of this Agreement.

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

"MUNICIPAL ADDRESSING BY-LAW" means By-law No. 2005-322 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;

"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" 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;

"TREASURER" means the senior officer of the Finance 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 High Level Registration

The Owner acknowledges and agrees that this subdivision registration is a high level approval only, and that an Inhibiting Order shall be placed upon Blocks 1 to 15 inclusive until such time as all requirements identified in the list attached as Schedule "I" to this agreement have been satisfied to the satisfaction of the General Manager, Planning and Growth Management. The satisfaction of the above-noted conditions in Schedule "I" shall be undertaken through the preparation of all detailed technical studies and plans required to support the proposed subdivision layout indicating all streets together with lots and blocks for development, stormwater management facilities, school blocks, park blocks, and open space blocks. The detailed subdivision layout and clearance of conditions shall be approved through the process of Part Lot Control application to subdivide the large blocks and Street Opening applications to dedicate the street network. The Inhibiting Order shall not be lifted until the bylaws associated with the Part Lot Control by-law to subdivide the large blocks and Road Opening By-law to dedicate the street network have been enacted.

2.3 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.

2.4 Municipal Covenants

The Owner covenants and agrees that there will be no granting of early servicing, part-lot control, or submission of approvals relating to grading, paving, tree planting and municipal servicing (MOECC ECA, etc.) until the items set out in Schedule "H" hereto have been addressed to the satisfaction of the General Manager, Planning and Growth Management.

2.5. 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 lot or 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.

2.6 Information for Sales Offices

2.6.1 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 and Growth Management. 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 lot or 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

2.6.2 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. 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 and Growth Management.
- 3.1.2 The Owner shall prepare and submit to the General Manager, Planning and Growth Management estimates of the quantities and costs of the Works, and substantiate same to the General Manager, Planning and Growth Management 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 and Growth Management.
- 3.1.3 The Owner shall employ Professional Engineers to furnish the above-noted plans, supervise layout and construction, maintain 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 and Growth Management.

3.1.5 The Owner shall implement the aforementioned plans and reports as approved by the General Manager, Planning and Growth Management.

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 and Growth Management 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 and Growth Management 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 and Growth Management may order all Works in the Subdivision to be stopped, altered, retested, or changed to the satisfaction of the General Manager, Planning and Growth Management. The General Manager, Planning and Growth Management may provide site inspection staff if, in the opinion of the General Manager, Planning and Growth Management, 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 and Growth Management 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 and Growth Management 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 and Growth Management. Upon completion of the Works, the Owner's consultants shall prepare and submit As-Built plans in a form acceptable to the General Manager, Planning and Growth Management.

4. CONSTRUCTION REQUIREMENTS - GENERAL

4.1 Ministry of the Environment and Climate Change and Climate Change 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 and Climate Change and Climate Change 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 Protection of Public Lands

- 4.2.1 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, top soil, trees, vegetation or shrubs from the said public lands, other than Roads, without the prior consent of the General Manager, Planning and Growth Management.
- 4.2.2 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 and Growth Management.
- 4.2.3 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 and Growth Management. 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 and Growth Management.
- 4.2.4 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 and Growth Management. 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.
- 4.2.5 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 and Growth Management 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.
- 4.2.6 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.

4.3 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.

4.4 Preliminary Approval of Works

- 4.4.1 The Owner may apply to the General Manager, Planning and Growth Management 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 and Growth Management.

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.

4.4.2 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 and Growth Management 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 and Growth Management 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

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

4.5 **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 and Growth Management;
- (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.

4.6 Final Acceptance of Works

- 4.6.1 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.
- 4.6.2 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;
 - (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 Lien Act*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.
- 4.6.3 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 and Growth Management, 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 and Growth Management of its intention to commence television examination of a sewer or sewers.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 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.

4.6.7 Upon the issuance of a Certificate of Final Acceptance of the Works, the ownership of the Works shall vest in the City.

4.6.8 Forthwith after the Final Acceptance of Works, the City shall authorize the release of security for the Works.

4.7 **Remedy for Default of Works**

4.7.1 If, in the opinion of the General Manager, Planning and Growth Management;

- (a) the Owner fails to install any Works within the time specified in Subsection 3.2 or at such later time as has been requested by the Owner and approved by the General Manager, Planning and Growth Management 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 and Growth Management 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 and Growth Management 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 and Growth Management 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 and Growth Management, 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 and Growth Management the default, failure, delay or neglect constitutes an emergency situation, the City may complete the Works without prior notice to the Owner.

4.7.2 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 and Growth Management, 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 and Growth Management 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.

4.7.3 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 and Growth Management for consent to extend the time for completing the Works without forfeiting any related security and the General Manager, Planning and Growth Management 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 lot 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 and Growth Management. 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 and Growth Management 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 lot 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 and Growth Management. 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 and Growth Management, 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 and Growth Management. 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 and Growth Management to suit any future Subdivision or Site Plan revisions.

6. Roads

6.1 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 and Growth Management, 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 and Growth Management.

6.2 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 and Growth Management, 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 and Growth Management 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 and Growth Management 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.

6.3 **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.

6.4 **Inspection**

Upon expiration of the period identified in 6.3, the General Manager, Planning and Growth Management 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 and Growth Management will re-inspect the said Roads and if the deficiencies have been corrected to the satisfaction of the General Manager, Planning and Growth Management the General Manager, Planning and Growth Management 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.

6.5 **Maintenance**

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

6.6 **Construction Access**

The General Manager, Planning and Growth Management 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.

6.7 **Damage to Roads**

Where any Road 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 and Growth Management, at the Owner's sole expense.

6.8 **Snow Removal**

The Owner shall make written request to the General Manager, Planning and Growth Management, 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.

6.9 **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.

6.10 **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 and Growth Management.

6.11 **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.

6.12 **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 and Growth Management.

7. **WINTER PREPARATION OF ROADS**

7.1 **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 and Growth Management.

7.2 **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.

8. **OTHER CONSTRUCTION REQUIREMENTS**

8.1 **Curbs and Sidewalks**

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

8.2 **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.

8.3 **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.

8.4 **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.

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

8.5.1 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.

8.5.2 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.

8.5.3 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.

9. FENCING

9.1 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 lots, unless otherwise approved by the General Manager, Planning and Growth Management, and in accordance with good construction practices as determined by the General Manager, Planning and Growth Management

10. NOISE ATTENUATION MEASURES

10.1 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 and Growth Management through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.

11. GRADING AND DRAINAGE

11.1 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.

11.2 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 and Growth Management. 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 and Growth Management.

11.3 No Interference

The Owner shall not interfere with any existing drain or watercourse, without written permission of the General Manager, Planning and Growth Management. Such permission by the General Manager, Planning and Growth Management 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.

12. STORM WATER MANAGEMENT

The Owner covenants and agrees to provide any and all reports, guidelines, studies, provincial requirements and updates thereof that maybe required by the City to the General Manager, Planning and Growth management; and to comply with all requirements therein including all legal outlet for stormwater purposes.

13. LANDSCAPING

13.1 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 and Growth Management.

13.2 Sod and Topsoil

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

13.3 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.

14. PARK AND OPEN SPACE DEVELOPMENT

The Owner acknowledges and agreed that, if there is found to be a requirement for parkland dedication, it will be pursuant to the standard conditions as determined by the General Manager, Planning and Growth Management.

15. Driveway Locations

No driveway may be located within 3.0m of an existing hydrant or within 1.0m of any utility pedestal, transformer or street light pole.

16. Maintenance of Vacant Lots and Blocks

The Owner agrees to maintain all vacant lots and 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 and Growth Management. The maintenance of all lots, 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 and Growth Management.

17. LEGAL REQUIREMENTS

17.1 Registration of Plans and Documents

Prior to the conveyance of any lot or 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;

17.2 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) All issues in the list of issues set out in attached Schedule "I" have been addressed to the satisfaction of the General Manager, Planning and Growth Management.

17.3 **Encumbrancers' Consent and Subordination/Postponement**

The Owner acknowledges and agrees that any and all encumbrancers, including but not limited to any Chargees, 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 shall subordinate and
- (ii). 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 Deputy City Clerk, Legal Services Branch in the said Deputy City Clerk, 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.

17.4 **Revisions to Agreement**

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 and Growth Management, the City may, at its option, revise this Agreement unilaterally with regard to securities provided and charges to be paid so that such securities and charges will conform to the policy of the City in effect at that time. The Owner hereby consents to the making of such revisions.

17.5 **Arbitration**

17.5.1 Any disputes between the parties hereto in respect of any final plans for any approvals to be obtained in connection with those items listed on Schedule "I" hereto will be resolved as follows:

- (a) any party may provide a written request to the other party that the dispute shall be resolved by submission to the Ontario Municipal Board ("OMB") for an appeal and the parties hereby agree to attorn to the jurisdiction of the OMB. The hearing for such appeal shall be conducted in accordance with the OMB's standard processes under Section 51 of the Planning Act. A decision of the OMB shall be final and binding on the parties and there shall be no appeal therefrom;
- (b) if the OMB declines jurisdiction to hear the appeal relating to the dispute, then, within ten (10) business days after the OMB declines jurisdiction, either party hereto may provide a written request to the other party that the dispute shall be resolved by referral to arbitration between the parties pursuant to the Arbitration Act, 1991 (Ontario). The arbitration shall be conducted by a single arbitrator, the place of arbitration shall be Ottawa, Ontario, and the language of the arbitration shall be English. If the parties cannot agree upon the appointment of the single arbitrator within ten (10) business days of receipt of the request to arbitrate, any party hereto may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. A decision of the arbitrator shall be final and binding on the parties and there shall be no appeal therefrom; and

17.5.2 Except for disputes falling under Section 17.5.1, either party hereto may provide a written request to the other party that all other disputes arising between the parties during the progress of the Works, or after the completion thereof or after any breach of this Agreement shall be resolved by referral to arbitration between the parties pursuant to the

Arbitration Act, 1991 (Ontario). The arbitration shall be conducted by a single arbitrator, the place of arbitration shall be Ottawa, Ontario, and the language of the arbitration shall be English. If the parties cannot agree upon the appointment of the single arbitrator within ten (10) business days of receipt of the request to arbitrate, any party hereto may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. A decision of the arbitrator shall be final and binding on the parties and there shall be no appeal therefrom; and

17.5.3 The time limits referred to in Sections 17.5.1 and 17.5.2 may be abridged or extended by mutual agreement of the parties. This Section 17.5 shall survive any termination of this Agreement.

17.6 **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.

17.7 **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.

17.8 **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.

17.9 **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.

17.10 **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally 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 and Growth Management, 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.

17.11 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"	LIST OF ISSUES TO BE ADDRESSED POST-REGISTRATION
SCHEDULE "J"	REQUIRED WORDING OF LETTER OF CREDIT
SCHEDULE "K"	REQUIRED WORDING OF INSURANCE CERTIFICATE

17.12 Paragraph Headings


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

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT OTTAWA this 17 day of May, 2016.

SIGNED, SEALED AND DELIVERED


in the presence of

) KNL DEVELOPMENTS INC.
)
) 
) _____
) Name: TERRY ULLRICH
) Title: VP FINANCE
)
) _____
) Name:
) Title:
)
) I/We have the authority to bind the Corporation

IN WITNESS WHEREOF the City of Ottawa has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT OTTAWA this 27 day of May, 2016.

SIGNED, SEALED AND DELIVERED
 in the presence of

Approved for Execution  City Solicitor

) CITY OF OTTAWA
)
) _____
) Jim Watson, Mayor
)
) _____
) Leslie Donnelly, 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 13 inclusive as shown on Plan 4M- 1570, 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 street namely: **chemin Goulbourn Forced Road**
(dedicated on the Plan)

PLAN OF SUBDIVISION

Plan of Subdivision prepared by Annis, O'Sullivan, Vollebekk Ltd. and signed by Edward M. Lancaster, O.L.S. dated December 10, 2015 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.

The approval applies to draft Plans 1 and 2, certified by Edward M. Lancaster, Ontario Land Surveyor dated 20 August 2004, Plan 1 being Part of Lots 6, 7 and 8, Concessions 2 and 3 and Plan 2 being Part of Lots 7, 8 and 9, Concessions 2 and 3 of the KNL development.

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.

COSTS ARE NOT YET KNOWN AND THE SECURITIES WILL BE PROVIDED AT THE TIME OF THE SUBSEQUENT REGISTRATION

	Phase 9
Sanitary Sewer System	
Storm Sewer System	
Water Plant System	
Service Connections	
Roads	
Curbs	
Sidewalks	
Street Lighting System	
Fences	
Noise Attenuation	
Storm Water Management	
Walkways	
Parkland and Open Space Development	
Off Site Works	
Landscaping and Trees	
Grading, Drainage, Lawn Lights, Driveway Paving and Sod on Lots	
Miscellaneous	
TOTAL ESTIMATED COST OF WORKS	

E & O E

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

File No. D07-16-03-0025

DEVELOPER: KNL DEVELOPMENTS INC.

DEVELOPMENT LOCATION: LAKESIDE SUBDIVISION
535 GOULBOURN ROAD PHASE 9**COSTS ARE NOT YET KNOWN AND THE
SECURITIES WILL BE PROVIDED AT THE TIME
OF THE SUBSEQUENT REGISTRATION**

1.	Security Amount Required		
	100% of Total Estimated Cost of Works	=	\$ _____
	TOTAL SECURITY BY LETTER OF CREDIT:	=	\$ _____
2.	Cash Payable		
	2.1 Design Review and Inspection Fee	=	\$ _____
	4% of Hard Costs		
	2% of Soft Costs		
	2.2 HST on Total Design Review and Inspection Fee	=	\$ _____
	2.3 Cash in Lieu of Parkland	=	To be Determined
	Appraisal fee re cash in lieu parkland	=	\$ _____
	2.4 Street Name Signs, Traffic Signs and Pavement Markings	=	\$ _____
	2.5 Agreement Planning Fee (no HST)	=	\$
	2.6		
	2.7 Legal Fee (per phase)	=	\$
	2.7 HST on Legal Fee	=	\$
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE:	=	\$ _____

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 and Growth Management 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 and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 427, 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 lot fronts;
 - (c) the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road network;
 - (d) the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning and Growth Management has been completed and approved; and
 - (e) the Overall Benefit Permit or Letter of Advice from the Minister of Natural Resources and Forestry or his delegate with respect to compliance with the *Endangered Species Act, 2007*.

3. 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 and Growth Management.

4. 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 and Growth Management. Furthermore, the Transferee 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 lot 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 427 of the *Municipal Act, 2001* and collected in like manner as municipal taxes.

5. 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 and Growth Management 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. 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 lots or on adjacent lands.
7. 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. **Trillium Woods, Beaver Pond and Kizell Pond**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges the sensitive environmental nature of the Trillium Woods, Beaver Pond and Kizell Pond natural areas, the importance of good stewardship practices to ensure the health and sustainability of these natural features and that it is the City of Ottawa's intent to protect these woodlands and wetlands and leave them in a natural state for the long term.
9. **Gates**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates are not to be introduced into the rear yard fencing of any lots or blocks abutting public lands.
10. **Noise Wall**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a noise wall may be required for any lot abutting Goulbourn Forced Road or Terry Fox Drive.
11. **Arnprior Nepean Rail Line**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the rail line is operational and is protected by the City of Ottawa for potential future use as a transit corridor and utility corridor.

The Transferee of a lot abutting the Arnprior Nepean rail line acknowledges being advised that a noise wall may be erected at the edge of the right-of-way when transit or other traffic along the rail line increases to a level where noise attenuation measures are required.

The Transferee of a lot abutting the Arnprior Nepean Rail Line acknowledges being advised that City of Ottawa or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors may expand its operations, which expansion may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The City of Ottawa will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.
12. **Watercourses**
Any unauthorized destruction or alteration to a watercourse or an area of fish habitat is prohibited. Any proposed alteration (such as a driveway crossing) must be reviewed in detail by the Mississippi Valley Conservation Authority and may require authorization pursuant to the provisions of the Federal Fisheries Act.
13. **Lots/Blocks abutting Shirley's Brook – Fish Habitat**
The Transferee of Lots or Blocks abutting Shirley's Brook for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the fish habitat within Shirley's Brook is to be protected and the natural vegetation within the open space lands containing Shirley's Brook is fish habitat and is to be retained.

14. **Lots/Blocks abutting Shirley's Brook, Open Space and Conservation Lands – Blanding's Turtle Habitat**

The Transferee of Lots or Blocks abutting Shirley's Brook, Open Space and other Conservation Lands for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that Shirley's Brook and any open space or natural environment lands are identified as fish habitat for Blanding's Turtles under the regulations of the Endangered Species Act, 2007 (ESA 2007) that such habitat is protected from alteration, disturbance and destruction under the ESA 2007 and that violations of the Act may be subject to prosecution by the Province of Ontario under the ESA 2007.

15. **Overall Benefit Permit**

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 maintain any mitigation or compensation measures required under an Overall Benefit Permit in accordance with that permit.

SCHEDULE "E"**NOTICE TO PURCHASERS**

1. The purchaser acknowledges having been advised of all development charges related to the lot/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 lot/block on the Plan of Subdivision to the satisfaction of the General Manager, Planning and Growth Management.
3. The purchaser acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m 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 lot or 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 lot or 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 lot or block and is subject to change through the City's approval process.
7. The purchaser of any lot or 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 lot or 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 lot;
 - (g) The proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to maintain the proposed drainage patterns; 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 further acknowledges that the information he has been advised of and described above is subject to change through the City's approval process.
10. The purchaser further acknowledges and agrees to maintain any mitigation or compensation measures required under an Overall Benefit Permit in accordance with that permit.

SCHEDULE "F"

FINANCIAL REQUIREMENTS

1. Financial Requirements

The Owner acknowledges and agrees that financial securities have not been provided in the context of this subdivision registration, and that the requirements for approval of the Part Lot Control and Street Opening Applications outlined in Condition 2.2 of this agreement shall include the calculation and submission of all required securities and Engineering Design Review and Inspection Fees for each applicable subdivision phase. The associated bylaws for the Part Lot Control and Street Opening Applications shall not be enacted until all required securities and fees have been received, to the satisfaction of the General Manager, Planning and Growth Management.

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 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 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 or of a material change that would diminish coverage.

(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 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 for each claim, \$500,000 per project and \$1,000,000 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 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 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 or of a material change that would diminish coverage.

(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.

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 and Growth Management, 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 and Growth Management 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 and Growth Management 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 and Growth Management 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 Lien 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 Lien 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 Lien 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 and Growth Management, 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 Clerk and Solicitor.

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

The Owner, at its expense, shall transfer to the City certain lands identified on the large block plan are to be conveyed to the City at the time of registration, including those determined to be of environmental significance, subject to the 40% Agreement.

- A. **Road Widening**
- B. **Parkland**
Blocks 1, 3, 6, 8 and 11
- C. **Open Space**
- D. **Future Streets**
- E. **Reserves**
- F. **Reserves** (to be lifted and dedicated as a public road)
- G. **Easements**

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 and Growth Management.

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 and Growth Management 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 and Growth Management to do otherwise:

Blocks 1 to 13 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 and Growth Management, 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.

- Tree Preservation Plan, KNL Developments Ltd. Lakeside Subdivision, prepared by Corush, Sunderland Wright dated April 2007
- Environmental Impact Statement, Kanata Lakes North prepared by Muncaster dated April 2003
- Kizell Pond Trail and Woodland Restoration Plan prepared by Corush, Sunderland Wright dated April 2003
- Kanata Lakes NEA Boundary Definition, Shirley's Brook and Tree Cutting Mitigation Report prepared by Muncaster dated November 2002
- Kanata Lakes North Transportation Impact Study prepared by Cumming Cockburn Ltd. dated April 2003
- Updated Detailed Environmental Impact Statement, Kanata Lakes North Development Phase 7 & 8, Final Report prepared by DST Consulting Engineers dated March 2015, including Tree Conservation Reports for Phases 7 & 8 contained as Appendices B and C respectively in the above-noted EIS, dated March 11, 2015 and March 15, 2015
- Memorandum: Kanata Lakes Summary of High Level Stormwater Solution for Beaver Pond prepared by IBI Group dated March 16, 2015
- Shirley's Brook and Watt's Creek Stormwater Management Study, prepared by AECOM dated April 27, 2015

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 and Growth Management.
 - (b) The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to the satisfaction of the General Manager, Planning and Growth Management 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 to the satisfaction of the General Manager, Planning and Growth Management. The Owner acknowledges and agrees that all deviations from the approved plans shall be approved by the General Manager, Planning and Growth Management 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 and Growth Management.
 - (c) The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the Plan shall be configured to ensure that there will generally be not 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 lots or 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 and Growth Management 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 agrees that all prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, if applicable, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing.
 - (f) 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 and Growth Management staff and until the City issues a Commence Work Notification.
 - (g) The Owner covenants and agrees that, prior to the commencement of new phases of construction, it shall develop a communication strategy to update the ward councillor and the community on the phasing of construction and timing of development, all to the satisfaction of the General Manager, Planning and Growth Management.
 - (h) The Owner covenants and agrees to co-ordinate the staging of the Subdivision to the satisfaction of the General Manager, Planning and Growth Management taking into consideration the construction of the Works with the development of other lands in the area, or the provision of underground services within the Subdivision. The City acknowledges that a Road connection between the Subdivision and the lands located west of First Line Road and south of Kizell Pond will not be required.
- ### **2. Highways/Roads**
- (a) The Owner acknowledges and agrees that no additional cul-de-sacs, bulbs or eyebrows will be permitted prior to registration without prior approval of the General Manager, Planning and Growth Management.
 - (b) The Owner acknowledges and agrees that, despite the Condition of Draft Subdivision Approval specifying that, in accordance with the principles of the 40% agreement, an unencumbered road widening be provided along the Second Line Road allowance between Concessions 2 and 3 in conjunction with the dedication of the realigned Goulbourn Forced Road, the alignment of Goulbourn Forced Road shall be located in accordance with the Goulbourn Forced Road Environmental Assessment prepared by

Dillon Consulting Limited for the City of Ottawa dated April 2007 and that Goulbourn Forced Road shall not be located within the Old Second Road alignment.

- (c) Where deemed applicable, the Owner shall convey to the City, at no cost to the City, the land required to construct grade-separated crossings at Goulbourn Forced Road and Terry Fox Drive where they cross the right of way.
- (d) 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, whichever occurs first. Such plan shall be to the satisfaction of the General Manager, Planning and Growth Management.
- (e) The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to have the approved "Traffic Study, Communities of Marchwood-Lakeside" dated April 1985 and prepared by Cummings Cockburn Limited updated as a Community Transportation Study by a Professional Engineer with expertise in undertaking such studies. The Community Transportation Study shall comply with City of Ottawa's Transportation Impact Assessment Guidelines in confirming corridor protection requirements, intersection configurations and turning lane requirements as well as identifying Transportation Demand Management measures and analyzing traffic impacts, transit impacts and implications for pedestrian and bicycle movements. The methodology and analysis principles shall be to the satisfaction of the General Manager, Planning and Growth Management. The update shall also address the following matters:
 - i) the requirement for the connection of Solandt Road from March Road to Walden Drive within the Subdivision;
 - ii) the timing and phasing of construction of all collector Roads including but not limited to, Goulbourn Forced Road, Walden Drive and Terry Fox Drive from Goulbourn Forced Road to March Road;
 - iii) the requirement for temporary construction access roads to accommodate construction traffic; and
 - iv) requirements of the Environmental Assessment Act as it relates to the construction of Goulbourn Forced Road; and

For each phase of development of the Subdivision, traffic impact studies shall be undertaken to address how the updated traffic study is to be complied with or to address any required amendments. As the phases of this development proceed if multiple deviations from the updated traffic study occur, the Owner shall undertake another update of the traffic study upon direction and at the discretion of the General Manager, Planning and Growth Management prior to a next phase being approved for development.

- (f) The Owner acknowledges that development shall proceed based on the availability of alternate construction route accesses which shall be either roads that are to be developed as part of new construction or temporary Roads laid down only as a construction access route as approved by the City. Existing Beaverbrook Road, Walden Drive, Knudson Drive and Weslock Way shall not be used as construction access routes. Where existing Roads are used as construction access routes, the Owner shall be responsible for upgrading and maintaining the Road as specified in this Subdivision Agreement.
- (g) The Owner shall, at its cost, implement the recommendations of the updated traffic study including any traffic signals, when warranted, and related roadway modifications, subject to any applicable development charge contributions.
- (h) The Owner covenants and agrees that it shall convey to the City, at no cost to the City, the land required for Terry Fox Drive right-of-way upon request by the City.
- (i) All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.
- (j) The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning and Growth Management.

- (k) The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time that Road connections are made to implement snowplow turning and garbage collection measures to the satisfaction of the General Manager, Planning and Growth Management.
- (l) Any dead ends and/or open spaces of road allowances created by the Plan of Subdivision shall be terminated in 0.3 metre reserves. This may include a 0.3 metre reserve along any temporary turning circle.
- (m) The Owner acknowledges that the future Goulbourn Forced Road is a roadway eligible for funding from the development charge reserve at a rate of 90% of costs from development charges and 10% of the cost from a non-growth fund in accordance with the commitments of the former Kanata Development Charge By-law. The roadway is to be developed by the City in accordance with any requirements stipulated in the Environmental Assessment Act.

As part of the detailed planning and design for Goulbourn Forced Road, an environmental mitigation plan will be required, outlining the specific mitigation and monitoring measures required to ensure minimal impacts to Trillium Woods, Kizell Pond and Beaver Pond Urban Natural Features, as well as Shirley's Brook.

- (n) The Owner covenants and agrees that it shall dedicate all streets, in addition to any road widening blocks necessary for the construction of Goulbourn Forced Road, as public highway.
- (o) The Owner shall, at its cost, be responsible for the construction of Solandt Road within the Plan of Subdivision subject to any applicable development charge contributions, unless the updated Traffic Study demonstrates that the connection of Solandt Road from March Road to Walden Drive is not required and the City does not require the road to provide access to Block 12, Plan 4M-1075.

3. **Public Transit**

- (a) 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 and Growth Management for approval, indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.
- (b) The Owner shall design and construct, at no cost to the City, Streets and required bus pads including streets which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry and pavement structure and the construction of a sidewalk on both sides of the streets.
- (c) 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.
- (d) The Owner shall inform all prospective purchasers, through a clause in all agreements of purchase and sale, as well as indicate on all plans used for marketing purposes that Block 9 (future Walden Drive) has been identified for potential transit services; the location of the bus stops; and paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time are to be determined prior to registration of the Plan of Subdivision.
- (e) If any road modifications are required as a result of the Subdivision or Transportation Impact Study, Transit Services must be consulted to ensure all impacts and possible changes to bus stops are identified and where applicable, transit service facility improvements are incorporated into the design.

4. **Geotechnical**

- (a) Prior to approval of the grading and drainage plan, the Owner shall submit a slope stability analysis for the development of any lands adjacent to a ravine or escarpment in accordance with the City's Approved Slope Stability Guidelines for Development Applications, as may be amended from time to time. The Owner, if determined by the General Manager, Planning and Growth Management shall convey all lands required by this analysis in accordance with the Slope Stability Guidelines for Development Applications to the City. The analysis and any required conveyances, including the

preparation of a reference plan shall be to the satisfaction of the General Manager, Planning and Growth Management.

- (b) The Owner shall submit a geotechnical report prepared in accordance with the City's Approved Slope Stability Guidelines for Development Applications by a geotechnical engineer, licensed in the Province of Ontario. The report shall contain detailed information on applicable geotechnical matters and recommendations which matters and recommendations may include, where applicable, but are not limited to:
- i. existing sub-surface soils, groundwater conditions;
 - ii. slope stability and erosion protection, in addition to any building construction requirements adjacent to unstable slopes;
 - iii. design and construction of underground services to the building, including differential settlement near any buildings or structures;
 - iv. design and construction of the shared water services and sewer services below the stacked units and confirmation that the soils will support the pipes and building, and that any settlement will not adversely affect the pipes;
 - v. design and construction of roadways, fire routes and parking lots;
 - vi. design and construction of retaining walls and/or slope protection;
 - vii. design and construction of engineered fill;
 - viii. design and construction of building foundations;
 - ix. site dewatering;
 - x. tree planting;
 - xi. design and construction of swimming pools;
 - xii. any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; and
 - xiii. design and construction of park blocks.

The report shall provide recommendations to address any of the above-noted situations to the satisfaction of the General Manager, Planning and Growth Management Department.

- (c) The Owner shall retain the services of the previously referred geotechnical engineer to ensure that the recommendations of the report are fully implemented. The Owner shall provide the General Manager, Planning and Growth Management, with certificates of compliance issued by the geotechnical engineer with respect to each of the matters identified above

5. Tree Preservation and Landscaping/Streetscaping

The Owner agrees to implement the approved tree conservation report measures, prepared in accordance with City Specifications and Standards and with the standard conditions as determined by the General Manager, Planning and Growth Management

6. Overall Benefit Permit

- (a) The Owner, its heirs, assigns and successors in title, covenant and agree that an "Overall Benefit Permit," meaning an approval issued by the Ontario Minister of Natural Resources and Forestry under Section 17 of the *Endangered Species Act, 2007*, SO 2007, shall be required and that all works identified as commencing immediately following high-level registration and through to the conclusion of a subsequent agreement shall be dealt with by the Owner entering into the Third Party Agreement referenced in Paragraph 2(b) below and providing securities for said works, to the satisfaction of the General Manager, Planning and Growth Management.

- (b) The Owner acknowledges and agrees to enter into a "Third Party Agreement", meaning a written agreement with the City with respect to any mitigation or compensation measures required under an Overall Benefit Permit issued by the Ontario Minister of Natural Resources and Forestry under Section 17 of the *Endangered Species Act, 2007*, SO 2007, where such mitigation or compensation measures would affect land or infrastructure owned by the City, land or works to be transferred to the City, or City operations, especially where they would result in constraints on City land or infrastructure, or require on-going maintenance by the City, following high-level registration.

7. Parks and Open Space

- (a) The Owner acknowledges and agrees that, if there is found to be a requirement for parkland dedication, it will be pursuant to the standard conditions as determined by the General Manager, Planning and Growth Management.

8. Archaeology

- (a) 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).
- (b) The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources.
- (c) The Owner agrees that no site Works shall take place until any archaeological resource conservation concerns have been addressed.
- (d) All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and the General Manager, Planning and Growth Management.
- (e) The Owner shall adhere to the procedures of the "Contingency Plan for the Protection of Archaeological Resources in Urgent Situations" as approved by the Ministry of Culture in the City's Archaeological Resource Potential Mapping Study.

9. Stormwater Management

The Owner covenants and agrees to provide any and all reports, guidelines, studies, provincial requirements and updates thereof that maybe required by the City to the General Manager, Planning and Growth management, and to comply with all requirements therein including all legal outlet for stormwater purposes.

10. Sanitary Services

The Owner acknowledges and agrees that water and sewer servicing for the subject lands will be in accordance with the standard conditions as determined by the General Manager, Planning and Growth Management.

11. Water Services

The Owner acknowledges and agrees that water and sewer servicing for the subject lands will be in accordance with the standard conditions as determined by the General Manager, Planning and Growth Management.

12. Urban Services

- (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 and Growth Management, and/or the Province;
 - i) watermains;
 - ii) sanitary sewers;
 - iii) storm sewers;
 - iv) Roads and traffic plant(s);
 - v) Street lights;
 - vi) sidewalks;
 - vii) landscaping;
 - viii) Street name, municipal numbering and traffic signs;
 - ix) stormwater management facilities; and
 - x) 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 and Growth Management.
- (d) The Owner shall not be entitled to a building permit, early servicing, or a Commence Work Notification until it can demonstrate to the satisfaction of the General Manager, Planning and Growth Management that there is adequate road, sanitary, storm, and watermain capacity.
- (e) The Owner covenants and agrees that it shall construct a water, wastewater and stormwater system, including lot sewer services from the water, wastewater and stormwater systems to the Street line inclusive of all appurtenances to service the lands

in the Subdivision according to the design and City Specifications and Standards. The Owner further covenants and agrees that it shall maintain such water, wastewater and stormwater systems, including clearing of any blockages, until the City grants Acceptance of the systems. The construction and installation of all such systems shall be subject to the approval of the Director, Infrastructure Services. The Owner covenants and agrees that all systems shall be constructed to an outlet according to the approved designs and will 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 and Growth Management, require the use of the Subdivision water, wastewater and stormwater systems as trunk services. All Water Plant that provides any active water service to a resident must be operated solely by the City.

- (f) The Owner agrees to pay in full all watermain frontage charges applicable to this Subdivision prior to the connection to municipal watermain.
- (g) The Owner shall submit detailed grading and drainage plans, servicing plans and reports prepared by a Professional Engineer for review and approval. All plans and report shall be to the satisfaction of the General Manager, Planning and Growth Management.
- (h) The Owner shall implement the aforementioned plans and reports as approved by the General Manager, Planning and Growth Management.
- (i) The Owner agrees that approval of any subdivision servicing or servicing Works required to service the Plan of Subdivision shall be in accordance with REPORTS to the satisfaction of the General Manager, Planning and Growth Management.
- (j) The Owner agrees that if interim servicing is required, an interim servicing report will be prepared to the satisfaction of the City and in accordance with all servicing reports including but not limited to:
 - i) Conceptual design and cross sectional details of stormwater management facilities including stage storage curves, elevations of permanent and active storage, multi-use pathway, inlet/outlet design, operation, maintenance, ownership and monitoring requirements sufficient to confirm block size and general facility layout for the entire drainage area;
 - ii) Specific infiltration options and proposed Works to achieve the water balance target in the servicing studies;
 - iii) Identification of routing for internal trunk systems and major overland flow paths, while demonstrating compliance with hydraulic grade line analysis, minimum grade and frost cover;
 - iv) Identification of specific lot level controls and conveyance controls all in accordance with the approved servicing studies;
 - v) Detailed stormwater management calculations using a methodology pre-approved by City staff (models, spreadsheet etc.) to confirm pond size, configuration, capacity and detailed outlet structure design etc.; and
 - vi) A phasing plan if required as well as an implementation/staging plan that clearly describes coordination between the construction of the stormwater management facilities and interim sanitary and watermain network.
- (k) The Owner acknowledges and agrees that commencement of construction of any phase, timing of any phasing, release of building permits and registration for any phase shall be determined by, but not limited to, the following:
 - i) Design, approval and commissioning of water and sanitary sewer servicing; and
 - ii) Design, approval and commissioning of an approved sanitary outlet;
 to the discretion of the General Manager, Planning and Growth Management.
- (l) The Owner acknowledges and agrees that, where it is required 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 but where such Works are less

than those oversized Works covered through development charges, as detailed in the approved plans of this Agreement, it will convey to the City such 0.3 metre reserves as may be necessary to prevent it and developers of adjacent lands from making connections to the sanitary sewers which the Owner has installed. 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.

- (m) The Owner acknowledges and agrees that the final block size and configuration for any blocks used for City infrastructure shall be determined at final subdivision approval to the satisfaction of the City and should the revised block change the Plan, the Owner agrees to revise the Plan at the Owner's expense.
- (n) The Owner acknowledges and agrees that as-built drawings and the review of as-built changes, shall be provided to the satisfaction of the General Manager, Planning and Growth Management.

13. Fire Services

The Owner shall not demand that the City issue, nor shall anyone claiming title from it or under its authority, demand that the City issue, one or more building permits to construct any building or other structure on any lots or block in the subdivision until firebreak lots are designated to the satisfaction of the City's Fire Chief.

14. Land Transfers

- (a) The Owner acknowledges and agrees that certain lands identified on the large block plan are to be conveyed to the City, at the Owner's expense, at the time of registration, including those determined to be of environmental significance, subject to the 40% Agreement.
- (b) The Owner shall 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 to the satisfaction of the General Manager, Planning and Growth Management.

15. Development Charges

- (a) The Owner acknowledges that some of the Works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.
- (b) The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or 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 Act, R.S.O. 1990, c.E.2, Part IX, Division E, Education Development Charges, as amended*.
- (c) 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 installments 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:
 - (a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (c) 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.

16. 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.

17. Amend, Delete or Add to Conditions

- (a) 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.
- (b) Prior to registration of the Plan of Subdivision, the City is to be satisfied that all conditions have been fulfilled.

18. Damage to Works

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 and Growth Management may serve notice to the Owner to have the damage repaired, and if such notification is without effect for a period of five (5) full days after such notice, the General Manager, Planning and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under the authority of Section 446, of the *Municipal Act, 2001*, by adding the costs to the tax roll and collecting them in the same manner as property taxes.

19. Commence Work Notification

The Owner acknowledges and agrees that, despite registration of this agreement, no Commence Work Notification for on-site or off-site works or approval for building permits shall be issued until such time as the issues on the attached Schedule "I" are satisfied, with the exception of:

- i. entering into an agreement for the extension of Goulbourn Forced Road and Watermain therein and the posting of any and all securities, insurance and fees.
- ii. works to satisfy requirements of the Overall Benefit Permit.

SCHEDULE "I"
LIST OF ISSUES TO BE ADDRESSED POST-REGISTRATION

The following issues are to be addressed to the satisfaction of the General Manager, Planning and Growth Management prior to enactment of a part-lot control by-law for the subject lands:

- Schedule and Timing of Works
- Community Mail Boxes
- Requirements for Building Permits and Occupancy Permits
- Presence of Construction/Sales Offices
- Fisheries and Environmental Concerns - including, but not limited to:
 - Trillium Woods, - with exception for any necessary stormwater features emplaced within
 - Shirley's Brook - provision of a river meander and setback as necessary
 - Sensitive habitats – conservation of required habitats for SAR
 - The above items will be subject to and in accordance with approvals from the Mississippi Valley Conservation Authority
- Financial Requirements and Fees – including, but not limited to:
 - All fees and securities shall be payable prior to enactment of part-lot control
- Railway Setbacks – including, but not limited to:
 - All setbacks from and crossings of the Rail Corridor are to be per Industry Guidelines and warning notice placed on title for all purchasers within 300m of the railway
- Blasting – shall be in accordance with City specification F-1201
- Transfers of Lands for Public Purposes – that certain specific lands be transferred to the City at no cost to the City, subject to the 40% agreement, including, but not limited to:
 - road allowances
 - stormwater management blocks
 - open space areas
 - lands for Shirley's Brook realignment and landscaping
 - other lands required for public purposes as identified through R-Plan
- Zoning– that all required zoning amendments will be sought and approval received prior to any further subdivision of these parcels
- Wildlife Protocol – all construction activity shall be to the 2015 protocol for protection of wildlife
- Tree Preservation and Landscaping - including, but not limited to:
 - Tree planting and conservation plan
 - Beaver Pond Open Space revisions
 - Conservation handbook
 - Detailed tree conservation report for phases 7,8 and implementation
 - Landscape plan, prior to occupancy
- Sidewalks, walkways and fencing, including, but not limited to:
 - MUP/pathway along Shirley's Brook
 - Path connection from Beaver Pond to Trillium Woods
- Overall Benefit Permit – including, but not limited to;
 - Implementation of site works
 - Revisions to third-party maintenance agreement per established works at detailed level
 - Fencing, stormwater and other works for habitat restoration / conservation
 - Lands required for Species at Risk habitat are not considered applicable under the 40% open space agreement
- Parks and Open Space Development – including, but not limited to:
 - Dedication of all required lands will be per the 40% open space agreement
 - If applicable consideration for active park space evaluated at a detailed level and in accordance with current City procedures for parkland development and the 40% agreement
- Schools – identification of future sites and servicing requirements through consultation with the various School Boards
- Stormwater Management – Which may include, but not necessarily be limited to:
 - Accordance with Shirley's Brook and Watts Creek Subwatershed Study
 - Carp River Subwatershed study
 - Provision of a water balance model
 - RUSLE equation analysis
 - Erosion and sediment control plan
 - Any and all required plans and studies for detailed stormwater design

- Location and sizing of stormwater ponds to the satisfaction of the city
- Request for early servicing will not be made prior to an in-service letter for the specific downstream facility
- Municipal Servicing (water and sanitary) – including, but not limited to:
 - Detailed sanitary plans and report
 - Detailed watermain plans and report
- Utility Easements

SCHEDULE "J"
REQUIRED WORDING OF LETTER OF CREDIT

(to be put on Bank Letterhead)

LETTER OF CREDIT NO.: _____
INITIAL EXPIRY DATE: _____

AMOUNT: \$ _____

Beneficiary:

CITY OF OTTAWA
Treasury Division
100 Constellation Crescent 4th floor West,
Ottawa, Ontario K2G 6J8

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 _____, 2015, with respect to Project: (Address of property) and Planning and Infrastructure 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 Lien 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 Lien 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 _____, 201 .
Per: _____

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

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:****Class of Insurance:** Comprehensive/Commercial General Liability**Policy Number:****Effective Date:****Expiry Date:****Coverage Limit:** \$5,000,000.00**Deductible:****Broker Name:****Project:**

Commercial General Liability – Including Personal Injury; Contractual Liability; Non-Owned Automobile Liability; Owner's and Contractor's Protective Coverage; Products – Completed Operations; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

City of Ottawa

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 30 days written notice by registered mail by the insurer(s) to the:

City of Ottawa**City Clerk & Solicitor Department, Legal Services, Claims & Insurance Unit****110 Laurier Avenue West, Ottawa, ON K1P 1J1****Telephone: (613) 580-242 Ext. 43615 or 43413 Fax: (613) 580-2654**

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: _____