

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**STAR PRIVATE LIMITED PARTNERSHIP**  
**23 BACHMAN TERRACE SUBDIVISION**

**DRAFT APPROVED 05/10/2023**

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The City of Ottawa's conditions applying to the draft approval of Star Limited Partnerships' 23 Bachman Terrace Subdivision (File No. D07-16-22-0003), 23 Bachman Terrace, are as follows:

		<p>This approval applies to the draft plan certified by R.G. Bennett, Ontario Land Surveyor, dated May 31, 2022, showing 23 residential lots, and one street block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> <li>1) Erosion Control Plan, prepared by Stantec, version 3, dated 15.10.27.</li> <li>2) Site Grading Plan, prepared by Stantec, version 3 dated 15.10.27.</li> <li>3) Sanitary Drainage Plan, prepared by Stantec, version 3 dated 15.10.27.</li> <li>4) Site Plan, prepared by M. David Blakely Architect Inc., version 12 dated 03/11/15.</li> <li>5) Site Servicing Plan, prepared by Stantec, version 3 dated 15.10.27.</li> <li>6) Storm Drainage Plan, prepared by Stantec, version 3 dated 15.10.27.</li> <li>7) Landscape Details, prepared by Stantec, version 2 dated 15.10.27.</li> <li>8) Landscape Plan, prepared by Stantec, version 2 dated 15.10.27</li> <li>9) Geotechnical Investigation, prepared Houle Chevrier Engineering Ltd., version 1, dated February 12, 2014.</li> <li>10) Servicing Brief – Bachman Terrace Residential Development, prepared by Stantec, dated June 2, 2015.</li> <li>11) Stormwater Management Report – Bachman Terrace Residential Development, prepared by Stantec, dated June 3, 2015.</li> </ol> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<b><u>Clearing Agency<sup>1</sup></u></b>
		<b><u>General</u></b>	
1.	<b>G2</b>	Prior to conveyance of lots to individual Owners, the Owner shall enter into a subdivision agreement with the City.	<b>OTTAWA Planning</b>
2.	<b>G4</b>	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	<b>OTTAWA Legal</b>

		<p>withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Real Estate and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision 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.</p>	
3.	<b>G5</b>	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, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	<b>OTTAWA Legal</b>
4.	<b>G6</b>	The Owner acknowledges and agrees that this site is subject to all conditions of the Site Plan agreement, registered as Instrument No. OC2087249 on 27 September 2016.	<b>OTTAWA Planning</b>
5.	<b>G7</b>	The Owner acknowledges and agrees that all works are to be completed in accordance with the plans approved with the Site Plan application, and Site Plan agreement No. OC2087249, and all site works are to be completed prior to registration of this subdivision agreement and conveyance of the lots to individual owners, including the resolution of all deficiencies identified during the inspections process.	<b>OTTAWA Planning</b>
		<b><u>Highways/Roads</u></b>	
6.	<b>HR14</b>	<p>The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> <li>a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor.</li> <li>b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel.</li> <li>c) install the private infrastructure services in accordance with the staging schedule approved by the City.</li> </ul>	<b>OTTAWA Planning Legal</b>

		<b><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></b>	
7.	<b>S7</b>	<p>Chain Link Fence Between Public and Private Lands</p> <p>a) The Owner agrees to construct and/or maintain a 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• along the northern edge of the property adjacent to Irwin Gate Park, on top of the retaining wall as per the approved plans</li> </ul> <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park.</p>	<b>OTTAWA Planning Parks</b>
8.	<b>S8</b>	<p>Wood Privacy Fence</p> <p>a) The Owner agrees to construct and maintain a 1.5 metre board on board wooden privacy fence in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Along the western perimeter adjacent to the park and the rear yard</li> </ul> <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	<b>OTTAWA Planning</b>
9.	<b>S10</b>	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>"Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Bachman Terrace Inc. or Star Private Limited Partnership along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements".</p>	<b>OTTAWA Planning</b>
		<b><u>Landscaping/Streetscaping</u></b>	
10.	<b>LS1</b>	<p>Prior to registration of this agreement, the Owner acknowledges and agrees to plan additional trees and landscaping within the park and/or on private property to soften the appearance of the fence. An updated</p>	<b>OTTAWA Planning Forestry</b>

		Landscape Plan will be required prior to the registration of this agreement. The plantings will be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	
		<b><u>Tree Conservation</u></b>	
11.	<b>TC1</b>	<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City’s tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning</b>
		<b><u>Parks</u></b>	
12.	<b>P5</b>	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, adjacent City park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	<b>OTTAWA Parks</b>
		<b><u>Stormwater Management</u></b>	
13.	<b>SW3</b>	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	<b>OTTAWA Planning</b>
14.	<b>SW7</b>	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Grading alterations on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	<b>OTTAWA Legal</b>

		<b><u>Fire Services</u></b>	
15.	<b>FUS2</b>	<p>The Owner acknowledges and agrees that further fire control measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing may be required. The Owner acknowledges and agrees to ensure any required fire wall is added to the Grading Plan and provided for the City's approval prior to registration of this agreement.</p> <p>The Owner acknowledges and agrees that any further fire control measure may require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning</b>
		<b><u>Noise Attenuation</u></b>	
16.	<b>N1</b>	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> <li>i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and</li> <li>ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning.</li> </ul> <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	<b>OTTAWA Planning</b>
		<b><u>Survey Requirements</u></b>	
17.	<b>Surv1</b>	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system.	<b>OTTAWA Planning</b>

18.	<b>Surv2</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.	<b>OTTAWA Surveys</b>
19.	<b>Surv3</b>	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	<b>OTTAWA Surveys</b>
		<b><u>Closing Conditions</u></b>	
20.	<b>C1</b>	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	<b>OTTAWA Legal</b>
21.	<b>C2</b>	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	<b>OTTAWA Legal</b>
22.	<b>C3</b>	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	<b>OTTAWA Planning Revenue</b>
23.	<b>C4</b>	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 22 have been fulfilled.	<b>OTTAWA Planning</b>
24.	<b>C5</b>	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	<b>OTTAWA Planning</b>

25.	<b>C6</b>	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by October 5, 2026, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	<b>OTTAWA Planning</b>
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<sup>i</sup> For Clearing Agencies:

- “Planning” refers to Planning Services.
- “LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).
- “CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.
- “Legal” refers to Legal Services.
- “Parks” refers to Parks and Facilities Planning Services.
- “BCS” refers to Building Code Services.
- “Transit” refers to Transit Planning.
- “Transpo Plg” refers to Transportation Planning.
- “Forestry” refers to Forest Management.
- “MTCS” refers to the Ministry of Tourism, Culture and Sport.
- “Revenue” refers to Revenue Services.
- “Surveys” refers to Surveys & Mapping/City Surveyor.