

MENU OF CONDITIONS
FOR DRAFT APPROVAL
6980848 CANADA CORPORATION
CEDAR LAKES SUBDIVISION – 1600 and 1618 Stagecoach Road

DRAFT APPROVED DD/MM/YYYY
REVISED DD/MM/YYYY
DRAFT APPROVAL EXTENDED FROM DD/MM/YYYY TO DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of 6980848 Canada Corporation's Cedar Lakes Subdivision, (File No. D07-16-24-0001), 1600 and 1618 Stagecoach Road, Greely, are as follows:

	<p>This approval applies to the draft plan certified by George Zervos, Ontario Land Surveyor, dated October 9, 2024, showing 71 Residential Lots, 3 streets and Cedarlakes Way, 2 pathway or access blocks, 1 park block, 3 open space blocks, 1 future road connection block, two blocks for stormwater management ponds, 2 street widening blocks, 2 reserve blocks and 9 turning circle blocks.</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"> 1. Planning Rationale, prepared by Novatech, dated January 26, 2024 2. Serviceability Brief, prepared by ARK Engineering and Development, updated March 2025; including: <ul style="list-style-type: none"> - Stormwater Management Report - Storm Drainage and Macro Grading Plan, drawing no. SK-2, dated March 2025; and - Erosion and Sediment Control Plan, drawing no. EC-1, dated January 4, 2024. 3. Hydrogeological Investigation & Terrain Analysis, prepared by GEMTEC, dated December 27, 2023; Revised April 2025; 4. Geotechnical Investigation, prepared by Paterson Group, dated November 28, 2022; Revised June 20, 2024; 5. Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated November 28, 2022; 6. Environment Impact Study (EIS) and Tree Conservation Report, prepared by BCH Environmental Consulting Inc., dated January 8, 2024; 7. Integrated Environmental Review, prepared by BCH Environmental Consulting Inc., dated December 15, 2023; 8. Transportation Impact Assessment Strategy Report, prepared by D.J. Halpenny & Associates Ltd., dated December 22, 2023; 9. Noise Control Study, prepared by Atriel Engineering Ltd., dated November 10, 2023; 10. Certified Draft Plan of Subdivision, prepared by J.D. BARNES Limited, dated December 21, 2023; and 11. Concept Plan; <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
	<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.</p>	<p><u>Clearing Agency</u>¹</p>

		<u>General</u>	
1.	G1	<p>Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development Department</p>	OTTAWA Planning RVCA SNC
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works, and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Real Estate and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2021-27 or as amended).</p>	OTTAWA Planning
3.	G3	<p>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 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</p>	OTTAWA Legal

		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.	
4.	G4	Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Zoning</u>	
5.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
6.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. The minimum area of any lot should be deemed to include the abutting one foot reserve for purposes of zoning compliance, where the reserve is intended to form part of the lot or block after release.	OTTAWA Planning
		<u>Roadway Modifications</u>	
7.	RM1	[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating: a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning Transpo Planning
8.	RM2	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Stagecoach Road, adjacent to the subdivision lands, measuring 15 metres from the existing centre line in accordance with the Official Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning

		<u>Highways/Roads</u>	
9.	HR1	Prior to registration, the Owner shall illustrate 0.30 metre reserves delineating discrete phases of no more than 40 lots per phase, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning Transportation
10.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
11.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
12.	HR4	The Owner acknowledges and agrees that all street lighting shall be designed and constructed in accordance with the City specifications and design, and can include marker lighting.	OTTAWA Planning Legal
13.	HR5	The Owner shall provide sight triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Cedarlakes Way extension to Street 1: 5m x 5m</i> • <i>Street 1 to Stagecoach Road: 10m x 10m</i> • <i>Street 3 to Street 1: 5m x 5m</i> • <i>Block 94 to Cedarlakes Way: 5m x 5m</i> • <i>Street 1 to Street 2: 5m x 5m</i> • <i>Intersection at Street 2 and Cedarlakes Way: 5m x 5m</i> 	OTTAWA Planning Legal
14.	HR6	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. Where land has been dedicated for road widening purposes as part of the planning process where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purposes, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all	OTTAWA Planning

		costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Real Estate and Economic Development.	
15.	HR7	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.	OTTAWA Planning BCS
16.	HR8	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Geotechnical</u>	
17.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots (<i>insert lot numbers</i>) and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development Department. This condition will be removed for registration if pool limitations are not required.</p>	OTTAWA Planning
18.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction 	OTTAWA Planning CA

		<p>requirements adjacent to unstable slope;</p> <p>c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;</p> <p>d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;</p> <p>e) design and construction of underground services to the building, including differential settlement near any buildings or structures;</p> <p>f) design and construction of roadway, fire routes and parking lots;</p> <p>g) design and construction of retaining walls and/or slope protection;</p> <p>h) design and construction of engineered fill;</p> <p>i) design and construction of building foundations;</p> <p>j) site dewatering;</p> <p>k) design and construction of swimming pools;</p> <p>l) design and construction of park blocks for its intended uses; and</p> <p>m) in areas of sensitive marine clay soils.</p>	
		<u>Pathways, Walkways and Fencing</u>	
19.	S1 (Special)	<p>The Owner acknowledges and agrees that all pathways, walkways, and fencing are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The cost of construction for a 3 metre wide stone dust pathway shall be deducted from the Parkland Development Fee specified in Condition 22.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
20.	TC1	<p>The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.</p> <p>The Owner shall implement the protection measures outlined in the tree conservation report, to ensure preservation of the trees identified for protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
		<u>Parks</u>	
21.	P1	<p>The Owner covenants and agrees that Block 78 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of:</p> <p>a) 5% of the gross land area (residential <18 units/ha)</p>	OTTAWA Parks

		<p>or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, based on the estimated number of 71 units for this subdivision for a parkland dedication requirement of 1.801 hectares (5% of 30.82 ha). With a parkland dedication of Block 78 (1.546 ha). In the event that the number of units change, the required parkland dedication will also change.</p>	
22.	P2 Special	<p>The Owner acknowledges and agrees that it will have the option of presenting to the City prior to the registration of the first phase a design stamped by a professional engineer for the park identified as Block ____, Plan 4M-_____ and any other park or recreation improvements proposed by the developer. Such design shall be at no cost to the City. The design shall detail the amenities proposed to be provided and the cost thereof and shall be in a format to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. If the design is accepted by the City, the Owner shall make the park and recreational improvements at its cost.</p> <p>Should the Owner elect not to present such design to the City, or withdraw the offer prior to acceptance or should the City elect not to accept the Owner's proposed design, the Owner shall pay upon registration of each phase, a levy of \$1,818 per lot, indexed, from July 18, 2019 in accordance with the construction cost index prepared by Statistics Canada, to be utilized for the construction of the works. No deduction from the \$1,818 per lot shall be made for any design that was provided to the City by the Owner."</p>	OTTAWA Parks
23.	P3	<p>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, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
24.	P4	<p>The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.</p>	OTTAWA Parks
25.	P5 (Special)	<p>The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified by Parks planning staff (such as pathways children's playgrounds, fitness stations, and park shelters), will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures.</p> <p>All of the aforementioned are to the satisfaction of the General</p>	OTTAWA Parks

		Manager, Recreation, Cultural and Facility Services Department.	
26.	P6 (Special)	<p>Once tree protection fencing has been installed according to the Tree Protection Plan as well as for any existing tree which has been identified for retention (including boundary trees) in the City approved and updated Tree Conservation Report, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove other vegetation, trees and topsoil from the park block to facilitate rough grading of the area to match subdivision grades. The Owner agrees that the Owner may stockpile the topsoil either on or off the park block.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p> <p>Any graded, filled, or disturbed area must be topsoiled and seeded to the satisfaction of the General Manager, Recreation, Culture and Facility Services Department.</p>	OTTAWA Parks
27.	P7	<p>[Filling and rough grade the park block(s)]</p> <p>a) Any fill imported to the future park block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>b) Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.</p>	OTTAWA Planning Parks
28.	P8 (special)	<p>[Servicing of park blocks]</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning Parks

		<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) The Owner shall provide an open ditch or culvert, where a rural road cross section is proposed, and driveway(s) entrance(s) (minimum three(3) metres in width) with culvert(s) in the road allowance adjacent to the park frontage, in accordance with the approved street cross-section. b) A 120/240 volt, 200 ampere single phase hydro (electricity) service at 2 m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new electricity service, including costs and inspections, with the respective hydro (electricity) agencies. The owner is also responsible to ensure the park hydro (electricity) service is included on the approved CUP drawings. All works shall be shown on the approved drawings. 	
29.	P9	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> <p>All chain link fencing that separates public lands and residential lots shall have a maximum opening (the diamond shaped area) of no greater than 37mm in order to comply with the applicable part of the "Pool Enclosure By-law".</p>	OTTAWA Parks
30.	P10	<p>[No Gates]</p> <p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that gates accessing public property are not permitted in the fences."</p>	OTTAWA Parks
31.	P11	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate):</p>	OTTAWA Parks

		<p>a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities.</p>	
32.	P12	<p>The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation</p> <p>All at the expense of the Owner.</p>	OTTAWA Parks
33.	P13	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	OTTAWA Parks
34.	P14	<p>The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
35.	EC1	<p>The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning CA
36.	EC2	<p>The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any</p>	OTTAWA Planning

		changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
37.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Environmental Impact Statement.</p> <p>The Owner shall complete the DFO Self-Assessment process and provide the City and the South Nation Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.</p>	OTTAWA Planning
38.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
39.	EC5 Special	The Owner acknowledges that any interference with a watercourse may require a permit, from South Nation Conservation or Rideau Valley Conservation Authority, under Ontario Regulation 170/06 and restrictions may apply.	OTTAWA Planning CA
40.	EC6	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the habitat corridor prior to any site preparation works within the Subdivision to ensure no disturbance of the corridor during construction. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning
41.	EC7	The Owner acknowledges that any proposed works on or adjacent to the headwater and drainage watercourses and corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning
42.	EC8	The Owner shall prepare, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental	OTTAWA Planning

		impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	
43.	Special	<p><u>Schools</u></p> <p>The Owner acknowledges and agrees to include the following clause in all agreements of purchase and sale, in a Homeowner's Awareness Package, and registered on all residential parcels:</p> <p>"School accommodation pressure exist in the Ottawa-Carleton District School Board Schools designated to serve this development and that at the present time this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community".</p>	OCDSB
44.	ARC1	<p><u>Archaeology</u></p> <p>Where the Owner is required to undertake an archaeological assessment:</p> <ol style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning MTCS
		<u>Stormwater Management</u>	
45.	SW1	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p>	OTTAWA Planning

		All reports and plans shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
46.	SW2	<p>Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City.</p> <p>The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning
47.	SW3	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.	OTTAWA Planning
48.	SW4	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
49.	SW5	<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. Pool installation and/or grading alterations and/or coach houses 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</p>	OTTAWA Legal

		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.”	
50.	SW6	<p>[To be used for lots that contain drainage swales, landscaping trees or any stormwater management conveyance infrastructure.]</p> <p>The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa.</p> <p style="padding-left: 40px;">a) Lots # to # (TBD), inclusive</p> <p style="padding-left: 40px;">b) Blocks X to X (TBD), inclusive</p> <p>The identification of impacted lots and blocks will be reviewed through the detailed design process.</p>	OTTAWA Planning
51.	SW7 Special	<p>The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the lots. The Purchaser acknowledges being advised that there is a roadside ditch along the frontage of the property that is used for public and private stormwater management. Stormwater management may include drainage, conveyance, storage, and treatment of stormwater.</p> <p>The Owner further acknowledges that the roadside ditch shall not be altered and that the owner will be responsible for general maintenance of the ditch in compliance of the City of Ottawa’s Use and Care of Roads By-Law.</p> <p>Such general maintenance shall include, but may not be limited to:</p> <p style="padding-left: 40px;">a. The cleaning and structural repair of the Private Approach & City of Ottawa approved private culverts within the City’s roadside ditch.</p> <p style="padding-left: 40px;">b. The cleaning and grass cutting of the City’s roadside ditch.</p>	OTTAWA Planning
52.	SW8 Special	The Owner agrees to prepare and submit a Lot grading and Drainage Plan and indicate how it is to be implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, and South Nation Conservation.	OTTAWA Planning SNC
53.	SW9 Special	The Owner agrees that the responsibility of the maintenance of the stormwater management pond(s) shall be transferred at such time as the establishment of the Homeowners’ Association. The Owner further agrees, that the Homeowners’ Association will assume responsibility for its stewardship, and maintenance, that, among other items,	OTTAWA Planning

		<p>includes keeping the pond surface free from debris, and monitoring the water quality of the stormwater management ponds, in perpetuity. The City shall, upon final acceptance of the Works, assume the Environmental Compliance Approval and responsibility for the ditches, swales, culverts in accordance with the easements granted to the City for this purpose.</p> <p>The Owner further agrees to give financial management assistance on setting up an account and advice on collecting fees.</p> <p>The Owner further agrees that all purchase and sale agreements for the whole, or any part, of a lot/block on the Plan of Subdivision shall contain the following clause which shall be a covenant running with the lands for the benefit of the lands in the Subdivision:</p> <p>“The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that he/she shall become a party to the Homeowners’ Association and that, upon establishment of such Association, the stormwater management pond shall be conveyed to the Homeowners’ Association and shall become the sole responsibility of the Homeowners’ Association for purpose of stewardship, maintenance and liability.”</p>	
		<u>Unserviced Lands</u>	
54.	UL1	The Owner acknowledges and agrees to submit a private services plan, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development for approval, showing proposed locations for the houses, sewage disposal systems, wells and drainage easements. This plan will be for the purpose of the subdivision approval only. The exact location of the sewage disposal systems will be determined at the time of the building permit application and will be subject to approval by the Ottawa Septic System Office. Any significant deviation in the location of the sewage disposal system shall require approval by the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning
55.	UL2	The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements with prospective purchasers, in wording acceptable to the satisfaction of the General Manager, Planning, Real Estate and Economic Development advising that all wells must be drilled to the lower formations through the limestone formation and that all such wells must be cased a minimum of 40 metres to isolate access to only the formations and properly grouted in accordance with Ontario Regulation 903, as amended.	OTTAWA Planning
56.	UL3	The Owner acknowledges and agrees to submit a private services plan, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development for approval, showing proposed locations for the houses,	OTTAWA Planning

		sewage disposal systems, wells and drainage easements. This plan will be for the purpose of the subdivision approval only. The exact location of the sewage disposal systems will be determined at the time of the building permit application and will be subject to approval by the Ottawa Septic System Office. Any significant deviation in the location of the sewage disposal system shall require approval by the General Manager, Planning, Real Estate and Economic Development.	
57.	UL4 Special	The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and the Hydrogeological and Terrain Analysis Guidelines, as amended. And that certification of same by a suitable experienced Professional Engineer, or Professional Geoscientist, currently licensed in Ontario, will be provided to the City in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of these certification requirements. .	OTTAWA Planning
58.	UL5 Special	The following notice shall be placed on title and run with all lots in perpetuity; “The purchaser acknowledges that they have been advised that the water supply should be tested regularly for bacterial, chemical and other pollutants; that a well management program should be followed to try to avoid any impact on the groundwater; and that the guides “How Well is Your Well” and “Water Best Management Practices”* should be consulted. (Available from the City of Ottawa and/or the Landowner Resource Centre.)	OTTAWA Planning
59.	UL6 Special	The following notice shall be placed on title and run with all lots in perpetuity; “The purchaser acknowledges that they have been advised that the water supply may exhibit some exceedances of parameters and that some treatment, with maintenance, all at the cost to the owner, may be required and that some exceedances may still exist’.	OTTAWA Planning
60.	UL7	The Owner is advised that a clause will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification. “The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency; such solutions being the sole responsibility of the homeowner.”	OTTAWA Planning Legal
61.	UL8 Special	The registration of this subdivision shall be phased. Each phase of registration is not to contain more than 40 lots. Prior to the registration	OTTAWA Planning

		<p>of subsequent phases, the Owner shall submit a servicing review study of the operation of wells and/or private sewage disposal systems in the previous phase(s) of the development. Such review shall demonstrate that the previous phase(s) are operating satisfactorily. A suitable experienced Professional Engineer, or a Professional Geoscientist, currently licensed in Ontario shall prepare the servicing review study in accordance with the Hydrogeological and Terrain Analysis Guidelines, as amended, and MECP D-5-5, as amended.</p> <p>Prior to proceeding to the next phase of a subdivision that has been draft approved in phases, a servicing review study shall be prepared. The servicing review study will include all the well records for the wells drilled in previous phases (the City can provide all available well inspection reports and the associated water well records). The servicing review study will also include the results for the sampling and water quality testing of at least 20% of the wells in the previous phase, provided the wells are evenly distributed and representative. All original test wells, if still in place, located in the new phase must also be sampled, and the results compared with the original sampling program. The parameters to be tested will be the “Subdivision Package” set of parameters, plus any parameter of concern identified in the approved Hydrogeological and Terrain Analysis report. Water levels in the test wells for the previous and current phases are to be measured and reported.</p> <p>Such report shall be prepared to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.</p>	
62.	UL9	<p>[to assist with lot grading compliance for private services rural lots]</p> <p>The Owner acknowledges and agrees being advised that the final lot grading inspection must be completed by the City and approval obtained prior to sod or grass seed, in accordance with approved plans, being placed. The Owner further acknowledges and agrees that the installation of lot grading survey stakes is required prior to the City completing the final lot grading inspection</p>	OTTAWA Planning
63.	UL10 Special	<p>Homeowners shall regularly inspect their septic systems and shall follow a septic management program to avoid any impacts to surface- or groundwater from septic effluent migration. The guides “Septic System Do’s and Don’ts” and “Septic Smart Guide” can be obtained from the Ottawa Septic System Office and the Landowners Resource Centre.</p>	OTTAWA Planning
		<u>Utilities</u>	
64.	U1	<p>The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication /</p>	OTTAWA Planning

		telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	
65.	U2 Special	The Owner acknowledges and agrees to permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (Rogers Communications Canada Inc.) to install their facilities within the Subdivision, and to provide joint trenches for such purpose.	Rogers
66.	U3 Special	The Owner acknowledges and agrees to grant, at its own cost, all easements required by the Communications Services Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.	Rogers
67.	U4 Special	The Owner acknowledges and agrees to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.	Rogers
68.	U5 Special	The Owner acknowledges and agrees that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide, where applicable, an easement to Rogers to accommodate the relocated facilities.	Rogers
69.	U6 Special	The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the owner.	Enbridge
70.	U7 Special	The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, and any future adjacent developments, the Owner will provide the easements(s) to Enbridge Gas Inc. at no cost. Any inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements.	Enbridge
71.	U8 Special	The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further acknowledges and agrees to convey such easements at no cost to Bell Canada.	Bell

72.	U9 Special	The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	Bell
73.	U10 Special	<p>The Owner acknowledges and agrees that they are responsible to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.</p> <p>The Owner further acknowledges and agrees that if they do not pay for the above mentioned connection, Bell Canada may decide not to provide service to the development.</p>	Bell
74.	U11	<p>The Owner shall comply with Hydro One conditions of service and thus Hydro One should be consulted for the servicing terms. The Owner should consult with Hydro One prior to commencing engineering designs to ensure compliance with these documents.</p> <p>The Owner may be required to enter into an Electrical Servicing Agreement with Hydro One to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p> <p>The Owner shall contact Hydro One to discuss electrical servicing for the property. The Owner acknowledges Hydro One has not committed to, nor approved the electrical servicing of the proposed subdivision.</p> <p>The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro One's Contributed Capital Policy and Conditions of Service.</p> <p>The Owner shall convey, at their cost, all required easements as determined by Hydro One.</p>	Hydro
75.	U12 Special	<p>The Owner acknowledges and agrees that the subdivision will be serviced through centralized Community Mail Boxes (CMBs). The number and location of the CMB will be determined at the time of the preliminary Composite Utility Plan.</p> <p>The Owner further acknowledges and agrees that if additional gravel or culvert is required, it will be provided by the developer as per Canada Post standards.</p>	Canada Post

		<u>Noise Attenuation</u>	
76.		<p>With respect to all lots abutting Stagecoach Road, the Owner shall have an Environmental Noise Control Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources. The study shall be to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development, and shall:</p> <ul style="list-style-type: none"> i. comply with the City of Ottawa’s Environmental Noise Control Guidelines; ii. comply with the City of Ottawa’s Standards for Noise Barriers and Noise Control Guidelines; and iii. 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. <p>If required the Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
77.		Where structural mitigation measures are required as a result of the Environmental Noise Control Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Real Estate and Economic Development, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
78.		The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision, shall contain any clauses required following the review of the Environmental Noise Control Study that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision.	OTTAWA Planning
		<u>Land Transfers</u>	
79.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof). In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Blocks 73, 74 ii. Open Space Blocks- Blocks 72, 75, 76, 77, 79 iii. Park Blocks – Block 78 iv. Future Road Connection – Block 94 v. 0.3 m Reserve Blocks – Blocks 82, 87 vi. Daylighting Triangles – TBD 	OTTAWA Planning Legal

		<u>Development Charges By-law</u>	
80.	DC1	<p>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 <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal
81.	DC2	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>“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.</p>	OTTAWA Planning Legal

		<u>Survey Requirements</u>	
82.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system.	OTTAWA Planning
83.	Special (Surv 2)	The Plan of Subdivision shall be referenced to both the Horizontal and Vertical Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	OTTAWA Surveys
84.	Surv 3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
		<u>South Nation Conservation Authority</u>	
85.		<p>The Conservation Partners request the following conditions to be included in the decision.</p> <ol style="list-style-type: none"> I. The Owner agrees to prepare and submit a detailed Stormwater Management Design and describe how it is to be implemented in accordance with the current Stormwater Management Best Management Practices. The plan should address water quantity concerns and any impacts to the receiving watercourse, to the satisfaction of the South Nation Conservation. II. The Owner agrees to prepare and submit a Sediment and Erosion Control Plan or equivalent, appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and indicate how it is to be implemented during all the phases of the site preparation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control to the satisfaction of South Nation Conservation. III. The Owner agrees that the Subdivision Agreement will be reviewed by South Nation Conservation before it is finalized, and the final versions shall include wording acceptable to South Nation Conservation. 	SNCA
		<u>Purchase and Sale Agreements and Covenants on Title</u>	
86.		The Owner agrees that Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds, in accordance with the Subdivision Agreement, that existing wells on the site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments). A certificate of compliance shall be	OTTAWA Planning Legal

		provided in this regard.	
87.		Groundwater may be of average quality in terms of aesthetic criteria (hardness, iron, hydrogen sulphide, TDS, sodium, etc.). The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising that some incrustation, taste and color problems may occur and treatment systems may have to be utilized for improving water quality.	OTTAWA Planning Legal
88.		The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising that the sodium levels in well water may exceed 20 mg/L. The City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, etc., should discuss this matter with their family physician prior to accepting an offer of purchase.	OTTAWA Planning Legal
89.		The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform a water quality analysis bacteria, septic indicator parameters (Chlorides, Nitrite, Nitrates, TKN, Turbidity, Ammonia, Sodium, Total Coliform, E.Coli) and other health related parameters before connecting the water supply to the house plumbing.	OTTAWA Planning Legal
90.		The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards (ODWS) for Nitrate is < 10 mg/l, for Fluoride is 1.5 mg/l and no significant evidence of bacterial activity.	OTTAWA Planning Legal
		<u>Closing Conditions</u>	
91.	C1	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	OTTAWA Legal
92.	C2	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.	OTTAWA Legal
93.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
94.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 96 have been fulfilled.	OTTAWA Planning

95.	C5	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.	OTTAWA Planning
96.	C6	[Bill 163 and 20] If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(a date at least three years after the date of draft approval will be inserted later)</i> , 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.	OTTAWA Planning
