

File: D07-04-22-0018

CONDITIONS FOR FINAL APPROVAL
MATTAMY (MAPLE GROVE)
Fairwinds

DRAFT APPROVED DD/MM/YYYY

The CITY OF OTTAWA's conditions applying to the Final Approval for registration of Mattamy (Maple Grove)'s Fairwinds Condominium (D07-04-22-0018) are as follows:

	<u>Conditions</u>	Clearing Agency
1.	<u>SATISFACTION OF ALL CITY REQUIREMENTS</u> The Owner agrees, by entering into an agreement to satisfy all requirements, financial and otherwise, of the City of Ottawa, including but not limited to, the phasing of the plan for registration, the provision of roads, installation of services and utilities, and drainage.	Ottawa (PRED)
2.	<u>CONDITIONS OF SUBDIVISION APPROVAL</u> The Owner acknowledges and agrees that this approval is subject to all conditions of the Subdivision Approval D07-16-21-0005 and the Subdivision Agreement registered as Instrument No. OC2591412.	Ottawa (PRED)
3.	<u>DESIGNATED VISITOR PARKING SPACES</u> The Owner covenants and agrees that all designated visitor parking spaces, as shown on the approved Site Plan, shall be used for visitor parking only.	Ottawa (PRED)
4.	<u>FLYING OF FLAGS</u> The Owner shall not prohibit the flying of flags but may regulate them to ensure only that they are displayed in a safe manner and do not interfere with the reasonable use of other units.	Ottawa (PRED)
5.	<u>STREET NAMING</u> All streets, where applicable, shall be named to the satisfaction of the City of Ottawa.	Ottawa (PRED)
6.	<u>INSTALLATION OF WATERMAINS AND HYDRANTS</u> The Owner shall design, construct and install all necessary Services and/or Private Services and hydrants in the location and in accordance with City Specifications or Standards and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall pay all costs incurred by the City in relation to the installation of Private Services and hydrants, including the cost of connection, sterilization, and inspection of the Private Watermains by the City.	Ottawa (PRED)
7.	<u>CONVEYANCE OF ACCESS EASEMENT TO CITY</u>	Ottawa

	<p>The Owner shall grant to the City a blanket easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use.</p>	(PRED)
8.	<p><u>PERMISSION TO ENTER</u> The Owner shall at all times allow the City to enter the lands with machinery, materials, vehicles and equipment necessary to maintain, inspect, alter and repair the Private Watermains, hydrants and Water Plant located on the lands. The Owner acknowledges and agrees that notwithstanding the rights granted to the City, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during the term of use.</p>	Ottawa (PRED)
9.	<p><u>UNOBSTRUCTED ACCESS</u> The Owner shall be responsible for providing free and unobstructed access to the Works, as required, including keeping the hydrants free at all times from ice, snow or other material so that it will be readily accessible to the City at all times.</p>	Ottawa (PRED)
10.	<p><u>MAINTENANCE OF PRIVATE SERVICES</u> The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City. Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage or</p>	Ottawa (PRED)

	infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.	
11.	<p><u>PAYMENT OF ACCOUNTS AND CONTACT FOR MAINTENANCE PURPOSES</u></p> <p>(a) The Owner shall pay all accounts rendered by the City for Works done under this Agreement within thirty (30) days of the date of billing, and, in the event of failure to pay, interest will be charged on the amount outstanding at a rate which is 2% higher than the current chartered prime lending rate calculated from the due date.</p> <p>(b) Any payments received on accounts rendered shall be applied first to any interest which has accrued and the balance shall be applied to reduce the principal amounts outstanding.</p> <p>(c) In the event of failure to pay for Works done under this Agreement within ninety (90) days of the date of billing, the City may recover all monies due under Section 446(3) of the <i>Municipal Act, 2001</i>, S.O. 2001 c.25, as amended.</p> <p>(d) The Owner shall advise the City of the mailing address of the Owner and each change of address, and the name, address and telephone number of a person responsible to the Owner for service maintenance (Property Manager).</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE NO.: _____</p> <p>FACSIMILE NO.: _____</p>	Ottawa (PRED)
12.	<p><u>WATER SERVICING AND METERING</u></p> <p>The details for water servicing and metering shall be to the satisfaction of the City of Ottawa. The Owner shall pay all costs, including the cost of connections and the supply and installation of water meters by City personnel.</p>	Ottawa (PRED)
13.	<p><u>“AS-BUILT” PLANS</u></p> <p>Upon completion of the installation of all Works, the Owner shall provide the City with a mylar of the “as-built” plan(s) showing the “as-built” location of the Works. Furthermore, the Owner shall provide the “as-built” information and the attribute data for the Works and the Plan in CAD (MicroStation or AutoCad) and Adobe .pdf formats.</p>	Ottawa (PRED)
14.	<p><u>GARBAGE COLLECTION AND SANITARY MAINTENANCE</u></p> <p>The Owner covenants and agrees that it will provide an on-site storage facility for regular collection of garbage and refuse and for the sanitary</p>	Ottawa (PRED)

	<p>maintenance of the buildings and grounds as required by Ottawa Public Health, to the satisfaction of the Medical Officer of Health, and the Owner shall advise the Medical Officer of Health of the designate authorized by the proposed Condominium Corporation to discuss matters of possible health violations, and who is responsible for the disposal and storage of garbage.</p>	
15.	<p><u>DEVELOPMENT CHARGES</u> The Owner and its successors and assigns covenant and agree to inform prospective purchasers of the development charges that have been paid or which are still applicable to the units on the Plan of Condominium. The applicable development charges shall be stated as of the time of the conveyance of the relevant units in the Plan of Condominium and the statement shall be provided at the time of conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the <i>Development Charges Act, 1997, S.O. 1997, c.27</i>, as amended and the <i>Education Act, R.S.O. 1990, c.E.2</i>, as amended, Part IX, Division E.</p>	Ottawa (PRED)
16.	<p><u>EASEMENTS FOR UTILITIES</u></p> <p>(a) The Owner covenants and agrees to grant such easements and maintenance agreements as may be required for electrical, gas, water, sewer, telephone, postal, and cable facilities to the satisfaction of the appropriate authority, and the Owner further covenants to register on title the said easements and maintenance agreements prior to the registration of the Plan of Condominium and to ensure that the affected agencies are duly notified.</p> <p>(b) The Owner covenants and agrees to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade) through liaison with the appropriate electrical, gas, water, sewer, telephone and cable authorities and including on-site drainage facilities and streetscaping, such location being to the satisfaction of all affected authorities, and shall consider their respective standards and specifications manuals, where applicable.</p> <p>(c) The Owner covenants and agrees that where the relocation or removal of any existing on-site and/or adjacent utility facility is required as a direct result of the development, the Owner shall pay all costs associated therewith, to the satisfaction of the appropriate utility authority.</p>	Utilities
17.	<p><u>OUTSTANDING TAXES</u> The Owner covenants and agrees to pay any outstanding taxes owing to the City prior to registration of the Plan.</p>	Ottawa (Finance)

18.	<p><u>HORIZONTAL CONTROL NETWORK</u> The Owner covenants and agrees that the Plan of Condominium will be referenced, where possible, to the Horizontal Control Network, in accordance with the City's requirements and guidelines for referencing legal surveys. This shall be to the satisfaction of the City's Surveyor.</p>	<p>Ottawa (Surveys and Mapping)</p>
19.	<p><u>PLAN IN DIGITAL FORM</u> The Owner covenants and agrees to provide to the City, prior to the registration of the Plan, a digital file of the Plan of Condominium in a form that is compatible with the City computerized system, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	<p>Ottawa (Surveys and Mapping)</p>
20.	<p><u>JOINT USE, MAINTENANCE AND LIABILITY AGREEMENT</u></p> <p>(a) The Owner acknowledges and agrees to ensure that the future Condominium Corporation and the owner of the adjacent lands (Block 12 on Plan 4M-1720) enter into a joint use, maintenance and liability agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements including, but not limited to, the private roadway and concrete sidewalks; retaining walls; common landscaped areas; sewers and watermains; and any other elements located in the common property, for the mutual benefit and joint use of the owners, and the joint use, maintenance and liability agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.</p> <p>(c) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the joint use, maintenance and liability agreements are binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a).</p> <p>(d) The Owner acknowledges and agrees that the joint use, maintenance and liability agreements shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.</p>	
21.	<p><u>PRIOR AGREEMENTS</u> The Owner, for itself and its heirs, executors, administrators, successors and assigns, for valuable consideration which is hereby acknowledged, acknowledges and agrees to be bound by all of the terms and conditions of the Subdivision Agreement. The Owner further agrees to include a condition in all agreements of purchase and sale of the Subject Property, or any part thereof, requiring that all subsequent owners of condominium units and the Condominium Corporation assume and accept the</p>	

	<p>obligations and responsibilities under the Subdivision Agreement, which covenant shall run with the lands. The said condition shall be substantially similar to the following:</p> <p>“The Purchaser for himself/herself, his/her heirs, executors, administrators, successors, and assigns acknowledges and assumes the obligations and responsibilities of the Purchaser under the Subdivision Agreement, in common with others who may be parties to the said agreement(s).”</p> <p>“The Purchaser covenants with the Vendor that the above clause shall be included in all subsequent agreements of purchase and sale for the lands described herein, which covenant shall run with the said lands.”</p>	
22.	<p><u>DRAFT CONDOMINIUM DECLARATION</u> The Owner acknowledges and agrees to submit a draft of the Condominium Declaration to the City Solicitor for review and concurrence prior to its registration.</p>	Ottawa (LEGAL)
23.	<p><u>INDEMNIFICATION</u> The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all liability, demands, actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction, inspection of, repairs to and/or maintenance of the Works.</p>	Ottawa (LEGAL)
24.	<p><u>CITY MAY AMEND, DELETE OR ADD CONDITIONS</u> The Owner acknowledges and agrees that at any time prior to the registration of the Plan of Condominium, the City may amend, delete or add to the conditions, and this may include the need for amended or new studies in accordance with Section 51(44) of the <i>Planning Act</i>, R.S.O. 1990, c. P.13, as amended.</p>	Ottawa (LEGAL)
25.	<p><u>CONDOMINIUM AGREEMENT</u> The Condominium Agreement shall state that the conditions run with the land and are binding on the Owner's heirs, successors and assigns.</p>	Ottawa (LEGAL)
26.	<p><u>CONDITIONS FULFILLED PRIOR TO REGISTRATION OF PLAN</u> Prior to registration of the Plan of Condominium, the City of Ottawa is to be satisfied that Conditions 1-25 have been fulfilled.</p>	Ottawa (LEGAL)
27.	<p><u>LAPSING</u> If the Plan of Condominium, including all phases within the draft approved Plan of Condominium, has not been registered by [REDACTED], the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i>,</p>	Ottawa (LEGAL)

	R.S.O. 1990, c. P.13, as amended. Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> <u>prior to the lapsing date.</u>	
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