

CONDITIONS
FOR DRAFT APPROVAL
Barrett Co-Tenancy

2984, 2992, 3000, 3008, and 3016 Leitrim Road and part of 3100 Leitrim Road

DRAFT APPROVED September 6, 2017
Draft approval Extension September 6, 2020

The City of Ottawa's conditions applying to the approval of the final plan for registration of Barrett Co-Tenancy, part of 3100 Leitrim Road and 2984, 2992, 3000, 3008, and 3016 Leitrim Road, Part of Lot 16, Concession 4 (Rideau Front), Geographic Township of Gloucester, City of Ottawa, Subdivision (File No. D07-16-17-0002) are as follows:

This approval applies to the Draft Plan of Subdivision certified by Stantec Geomatics Ltd., dated July 24, 2014, showing 307 Lots for single family homes, 105 Blocks for on-street townhouses (454 units), 1 Block for mixed use/low rise apartments, 1 Block for a school, 1 Block for a park, 1 Block for open space water course corridor, 14 public streets and the extension to Kelly Farm Drive.

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.

Clearing Agency

General

1. The Owner shall comply and implement the following reports and any subsequent revisions or updates:
 1. Change to Final Updated Serviceability Report (Class EA OPA 76 Areas 8a, 9a and 9b), Leitrim Development Area, by IBI, Report 34738-5.2.2, dated September 2016;
 2. Community Transportation Study, Barrett Lands Subdivision for Tartan Homes by IBI Group dated March 18, 2014;
 3. Response Letter, 3100 Leitrim Road, Barrett Land Subdivision prepared by IBI Group dated May 7, 2014;
 4. Tree Conservation Report and Environmental Impact Statement, 3100 Leitrim Road, Barrett Subdivision, Findlay Creek by Muncaster Environmental Planning Inc. date January 14, 2014;

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5. Groundwater and Soil Sampling, 4570 Bank Street for Tartan Land Corporation and Barrett Farms Enterprises Partnership by Golder Associates Ltd. Project No. 11-1121-0198 (3000) dated October 5, 2011;
 6. Phase 1 Environmental Site Assessment, 4570 Bank Street for Tartan Land Corporation and Barrett Farms Enterprises Partnership by Golder Associates, Report Number 13-1122-0211 dated October 2013
 7. Phase 1, Environmental Site Assessment, Five Residential Houses at 2984, 2992, 3000, 3008, and 3016 Leitrim Road, Ottawa, Ontario, prepared by Golder Associates, Report No. 1772178, dated January 2017.
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2. 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, Infrastructure and Economic Development Department. OTTAWA Planning

 3. Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works. The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Engineering, Inspection and Review fees will be collected based on the estimated cost of the works as noted herein and in accordance with the City's Planning Fees By-laws, as amended. OTTAWA Planning

 4. The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will generally be not more than 25 units per block. OTTAWA Planning

 5. 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 OTTAWA Legal

without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.

The Owner shall provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before the Plan was draft approved, that the Plan had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.

6. The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification. OTTAWA Planning
7. The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, at the sole expense of the Owner. Further, that the City may require certification by the Owner's Professional consultants that the works have been designed and constructed in accordance with the approved reports, studies, standards specifications, and plans to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning
8. The Owner agrees, by entering into Subdivision Agreements, 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, in accordance with City Specifications and Standards all to the satisfaction of the City. OTTAWA Planning
9. The Owner agrees that the density and housing mix objectives of the Leitrim Community Design Plan are to be met prior to final approval of the subdivision plans.
10. The Owner shall acknowledge the following conditions as related to Building Permits: OTTAWA Planning
 - a) Prior to placement of Granular "A" road bedding, the Owner shall acquire approval of the City to ensure that Granular "B" materials are not contaminated. The above shall also apply

prior to placement of base course asphalt as it relates to approval of the Granular "A" materials.

- b) The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits to construct any building or other structure on any lot or block on the Site until:
 - i) All roads on the Site have been connected to a public street.
 - ii) Access for firefighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and Fire Chief.
 - iii) The access route has been surfaced with concrete, asphalt, or Granular "A" base capable of permitting accessibility under all climatic conditions and is continuously maintained so as to be immediately ready for use by the Emergency and Protective Services Department vehicles or any other vehicles in the event of an emergency.
 - iv) The City has approved, where applicable, a site plan, a grading plan and a design plan for the proposed building or structure.
11. The Owner acknowledges that this subdivision will not be cleared for registration prior to reaching satisfactory arrangements for the provisions of adequate water supply and sewer service to the proposed subdivision. OTTAWA Planning
12. The Owner shall provide interior on street townhouses with a rear yard access easement having a minimum unencumbered width of 1.2 metres. OTTAWA Planning
13. The Owner shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Works and the General Manager, Public Works and Environmental Services, shall have the right at all times to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Public Works and Environmental Services, that such personnel are not on site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with approved plans or specifications and in accordance with good engineering practice, then the General Manager, Public Works and Environmental Services, may order all work in the project to be stopped. OTTAWA Planning

Zoning/Planning

14. The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Ontario Municipal Board exhausted. OTTAWA Planning
15. 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 lot area and width all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. OTTAWA Planning
16. The Owner shall acknowledge that the width of Block 423 (Watercourse Corridor) shall consist of an approved buffer and watercourse setback width between the westerly limit of Kelly Farm Drive and the top of bank on the east side of the channel, an approved channel width for the relocated north-south swale and an approved buffer and watercourse setback width between the top of bank on the west side of the channel to the limit of the subdivision and that the various aforementioned approved widths shall be determined prior to the final engineering design which is accepted and approved for the subdivision registration. This shall be to the satisfaction of South Nation Conservation and the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning CA
17. The Owner shall submit the necessary planning applications and/or legal documents as required for the following: OTTAWA Planning
- a) for Part 3, Plan 4R-22261, to construct a road and servicing link between the south limit of Kelly Farm Drive shown within this subdivision and the north limit of Kelly Farm Drive shown within Plan 4M-1385;
 - b) lifting of the reserves being Blocks 181, 182 and 183, Plan 4M-1369; and
 - c) release of easements, as required and at the Owner's expense.
- This shall be all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
18. The Owner acknowledges and agrees that any partial development lots shall be subject to an Inhibiting Order until the partial lots have been merged to create a developable lot. OTTAWA Planning

19. The Owner acknowledges and agrees to include in all the sales and purchase agreements notice to the effect that Lot 148 is zoned Minor Institutional, Subzone D, exception 2403 I1D[2403]. OTTAWA Planning

Roadway Modifications

20. The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works. OTTAWA Planning

21. a) Subject to (c), the Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works. OTTAWA Planning

- (b) Subject to (c), the Owner shall either enter into a Roadway Modification Legal Agreement with the City or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement, and acknowledges and agrees it is responsible for the cost of all roadway modifications identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law.

- (c) In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections subject to initially such limitations and procedure set forth in the policy approved by Council on March 8, 2017 (ACS2017-PIE-PS-0027) and subsequently by the revisions to the Development Charge Background Study and accompanying report approved by Council on May 24, 2017. Financial security and the roadway modification agreement/subdivision agreement clauses for such intersections will still be required.

Highways/Roads

22. The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning, OTTAWA Planning

- Infrastructure and Economic Development Department. Should the road network be amended at the time of registration, the Owner shall provide an addendum or memo to the Transportation Impact Assessment supporting the change.
23. The Owner shall provide for temporary turn-arounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turn-arounds. 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
 24. The Owner acknowledges and agrees that if development is to be phased, any dead ends and/or open spaces of road allowances created shall be terminated in 0.3 metre reserves. This may include a 0.3 metre reserve along any temporary turning circle(s). OTTAWA Planning and Legal
 25. A 0.3 m reserve adjacent to the widened limit of Leitrim Road and Bank Street at Street No. 1 shall be indicated on the plan submitted for registration and conveyed at no cost to the City. OTTAWA Planning and Legal
 26. The Owner shall provide the following site triangles on the final plan: OTTAWA Planning and Legal
 - a) Public Lanes to Local Roads: 3 metres x 3 metres;
 - b) Local Roads to Local Roads: 3 metres x 3 metres;
 - c) Local Roads to Collector Roads: 5 metres x 5 metres;
 - d) Collector Roads to Arterial Roads: 5 metres x 5 metres;
 - e) Arterial Roads to Arterial Roads: 5 metres x 5 metres.
 27. The Owner shall be required to enter into an agreement with the City for the operation and maintenance of any traffic signals that are required to be installed in advance of meeting the City's approved criteria for Traffic Signals Warrants and until the General Manager, Planning, Infrastructure and Economic Development Department approves the assumption of the lights. OTTAWA Planning
 28. 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, Infrastructure and Economic Development Department. OTTAWA Planning

29. 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
30. The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
31. 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 snowplow turning and garbage collection can be implemented to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
32. The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Leitrim Road, adjacent to the subdivision lands, in accordance with the Official Plan and the Leitrim Road Realignment and Widening Environmental Study Report. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and the City Surveyor. OTTAWA Planning Surveys
33. The Owner acknowledges that should the plan be registered in phases, the registration of each phase shall include works as identified per the transportation impact study completed in support of the phase. The works shall include, but not be limited to, the following: OTTAWA Planning
- a) The Owner acknowledges and agrees to design and construct the following turning lanes along Leitrim Road:
 - i) at the Kelly Farm Drive intersection:
 - auxiliary left turn lane (west bound)
 - auxiliary right turn lane (east bound)
 - ii) at the Street No. 3 intersection:
 - auxiliary right turn lane (east bound)
 - iii) at the Street No. 6 intersection:
 - auxiliary right turn lane (east bound)

- b) The Owner acknowledges and agrees to design and construct the following turning lanes along Street No. 1:
 - i) at the Bank Street intersection
 - auxiliary left turn lane (north bound)
 - auxiliary right turn lane (south bound)

The 100% cost of design and construction of the above noted turning lanes, as per City of Ottawa standards, shall be the responsibility of the Owner and shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

- 34. The Owner acknowledges and agrees to acquire temporary property rights for the use of City property through a License of Occupation for the lands that are required to construct Kelly Farm Drive, specifically Part 3, Plan 4R-22261. The Owner further acknowledges and agrees that the payment of the License shall be based on the market value of the lands. The municipal services and road shall be constructed as part of the first phase registration. NOTE: Part 4, Plan 4R-22261, was dedicated as Kelly Farm Drive under Plan 4M-1385; refer to the subdivision agreement for Findlay Creek Stage 2C (OC982450) for provisions in Schedule F, Clause D.30. This shall be to the satisfaction of the Director, Corporate Real Estate Office and the General Manager, Planning, Infrastructure and Economic Development Department. A cost sharing agreement shall be required for the portion of Kelly Farm Drive owned by the City and credit shall be given for the previous License of Occupation and payment to accommodate a water main located on Part 3 on 4R-22269. OTTAWA Planning and Real Estate Office
- 35. The Owner shall convey Blocks 421 and 422 to the City, at no cost, for extension of future roadways to the abutting land (east) and/or potential service easements. Further, the Owner acknowledges a portion of Block 370 and the entirety of Block 371 have no street frontage and shall be withheld from development (via Inhibiting Order) until frontage and services are provided to Block 421. In the event it is determined that one or both Blocks 421 and 422 are not required by the City, the City agrees to convey the Block(s) back to the Owner for the legal costs to be developed for residential purposes. The location(s) of 0.3 m reserve(s) shall be determined at the time of submission of plan(s) for registration and conveyed to the City at no cost. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning

36. The Owner shall convey Block 423 (Watercourse corridor) at no cost to the City, the Block width shall be determined at final design stage. Further the Owner shall acquire temporary property rights through a license from the City, the lands owned by the City that are required to construct the north-south swale southerly from Block 423 connecting at Block 178, Plan 4M-1369. This shall be to the satisfaction of the Director, Corporate Real Estate Office and the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning and Real Estate Office
37. The Owner shall revise Street Nos. 2, 4 and 5 widths abutting the Leitrim Road from 14.0 m to 14.75 m to provide a minimum 1.5m boulevard for single loaded application. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning

Public Transit

38. The Owner shall design and construct, at its expense, the extension of Kelly Farm Drive and Street 1, which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry, and pavement structure and the construction of a sidewalk on both sides of the streets. OTTAWA Transit Services and Planning
39. The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development. OTTAWA Transit Services
40. The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion and to submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations. *Note: wherever a bus stop must be located adjacent to a dwelling, it is preferred that the bus stop be located adjacent to a side lot.* OTTAWA Transit Services and Planning
41. The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time. OTTAWA Transit Services

42. The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City. OTTAWA Transit Services
43. The Owner shall design and construct, at no cost to the City of Ottawa, paved transit passenger standing areas and concrete shelter pads as required, to the specification of Transit Services. Bus stops are likely to be located at the following intersections: OTTAWA Transit Services and Planning
- Kelly Farm Drive and Street No. 1
 - Streets No. 1 and No. 3/No. 13
 - Streets No. 1 and No. 5/No. 11
 - Streets No. 1 and No. 2 /No. 14
 - Streets No. 1 and No. 8/No. 10
 - Street No. 1 and Bank Street.
- The exact location of bus stops shall be determined as part of the detailed design of the subdivision.
44. Future homeowners should be advised of the existing and potential bus routes and stops along Kelly Farm Drive Extension and Street No. 1. OTTAWA Transit Services and Planning
45. The Owner acknowledges and agrees that the existing temporary turnaround in the northwest quadrant of White Alder and Kelly Farm will be maintained until Transit Services no longer deems it necessary to provide appropriate transit service to the community. Prior to its removal, the method and means of its removal shall be to the satisfaction of the City to ensure the development and surrounding areas can be effectively served by transit following its removal. OTTAWA Transit Services and Planning

Geotechnical

46. The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots and Blocks, as determined, and registered separately against the title: OTTAWA
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“The Owner acknowledges that special soils conditions exist on this lot which will require:

(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this 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 report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure permit.

The Owner also acknowledges that said engineer 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, Infrastructure and Economic Development Department.”

47. The Owner shall submit a geotechnical report prepared in accordance with the City’s Approved Slope Geotechnical Guidelines for Development Applications by a geotechnical Engineer, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations which matters may include, where applicable, but are not limited to: OTTAWA
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- i. existing sub-surface soils, groundwater conditions;
- ii. slope stability and erosion protection, in addition to any building construction requirements adjacent to unstable slopes;
- iii. design and construction of underground services to the building, including differential settlement near any buildings or structures;
- iv. design and construction of the shared water services and sewer services below the stacked units and confirmation that the soils will support the pipes and building, and that any settlement will not adversely effect the pipes;
- v. design and construction of roadways, fire routes and parking lots;
- vi. design and construction of retaining walls and/or slope protection;
- vii. design and construction of engineered fill;
- viii. design and construction of building foundations;
- ix. site dewatering;

- xii. tree planting;
- xiii design and construction of swimming pools; and
- xvi. any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; and
- xvii. design and construction of park blocks.

Sidewalks, Walkways, Fencing, and Noise Barriers

48. The Owner shall construct a 1.5-metre asphalt pathway as well as chain link fencing 1.5m in height at the perimeter of the walkway block at the following locations: OTTAWA Planning
- a) within Blocks 417, 418, 419 and 420;
 - b) from Street No. 7 to Leitrim Road between Blocks 363 and 364 aligning with the north-south sidewalk along the westerly section of Street 7; and
 - c) from Street No. 7 to Leitrim Road through Block 371 aligning with the north-south sidewalk along the easterly section of Street 7, if a pedestrian link cannot be provided over Block 421 and the abutting lands to Leitrim Road;
- or in any other location as may be deemed suitable and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

49. The Owner agrees to design and construct, at no cost to the City, fully accessible concrete sidewalks and related Works through the length of the public lands identified on the Plan in accordance with City Specifications in the following locations:

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Street	Location	From	To
Kelly Farm Drive	Both Sides	Leitrim Road	South Limit of Subdivision (incl. Part 3, Plan 4R-22261)
Street No. 1	Both Sides	Kelly Farm Drive	Bank Street
Street No. 3	East Side	Street No. 1	Leitrim Road
Street No. 6	East Side	Street No. 1	Leitrim Road
Street No. 7	Inside Crescent	Street No. 1	Street No. 1
Street No. 11	Outside Crescent	Street No. 1	Street No. 1
Street No. 12	Outside Crescent (east & south side)	Street No. 1	Block419
Street No. 13	East side	Block 419	Street No. 1
Street No. 14	West side	Subdivision limit	Street No. 1

50. The Owner acknowledges and agrees to design and construct a pedestrian facility, i.e. sidewalk, either asphalt or concrete, at various locations of the subdivision within the Leitrim Road right-of-way as set out below. Each segment shall be constructed with a depressed curb where the pedestrian facility links to a road. This pedestrian facility shall be phased with each subdivision registration.
- a) From Kelly Farm Drive to Street No. 2 abutting Blocks 346 and 335;
 - b) From Street No. 2 to Street No. 3 abutting Blocks 322 and 310
 - c) From Street 3 to Street 4 abutting Block 309 and Lot 288;
 - d) From Street 4 to Street 5 abutting Lots 259 and 230;
 - e) From Street 5 to Street 6 abutting Lot 201 and Block 351
 - f) From Street 6 to Street 7 abutting Block 352 and 363 connecting to the asphalt pathway which is to be provided between Blocks 363 and 364.
- This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
51. The Owner shall provide additional pathway links at the following locations:
- a) from Street No. 7 to Leitrim Road between Blocks 363 and 364; and
 - b) from Street No. 7 to Leitrim Road through Block 371, if a pedestrian link cannot be provided over Block 421 and the abutting lands to Leitrim Road; or in any other location as may be deemed and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
52. The Owner agrees that any vinyl-coated chain link fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property. This shall not include the vinyl-coated chain link fence required for the east side of Lots 67 to 75 and the west side of Lot 94 which shall be located within the park block, Block 415. This shall be to the satisfaction of the General Managers, Planning, Infrastructure and Economic Development and Recreation, Cultural & Facility Services.
53. The Owner agrees to design and erect, at no cost to the City, noise attenuation barriers in accordance with City Specifications as specified in the Noise Report, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
54. The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of

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0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.

55. The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that: OTTAWA
Planning

“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (developer name) along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.

Landscaping/Streetscaping

56. The Owner agrees that for all single detached and semi-detached lots, a minimum of one (1) tree per interior lot and two (2) trees per exterior side yard lots shall be provided on the Landscape plan to the satisfaction of the General Manager, Planning and Growth Management. OTTAWA Planning and RC&FS

The Landscape plan may also be required to include trees 6-8 meter on-center separation distance the full extent of the road right of way abutting the future park block(s) or in accordance with the requirements at the time of final registration, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

Should specific site constraints prevent said allocation of trees, the required plantings shall be provided within any proposed park(s), the road right of way abutting the future park block(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative location, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

57. The Owner agrees to have a landscape plan for the draft plan of subdivision prepared by a Landscape Architect. The landscape plan shall include detailed planting location and species list, pathway width and materials, access points, fencing requirements and fencing materials and shall be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to subdivision registration. OTTAWA Planning and Forestry Services

58. The Owner agrees to implement the approved landscape plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning and Forestry Services

59. The Owner agrees to have a tree conservation report prepared by an arborist, forester, landscape architect, or other qualified professional, to be coordinated with the grading and drainage plan. The tree conservation report will identify the vegetation communities and specimens that are to be preserved, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning and Forestry Services

60. The Owner agrees to implement the approved tree conservation report measures, prepared in accordance with City Specifications OTTAWA

- and Standards following registration of the plan, at the cost of the Owner. The Owner shall provide the General Manager, Planning, Infrastructure and Economic Development Department with an arborist's, forester's, landscape architect's, or other qualified professional's certification that the plan has been fully implemented. Planning and Forestry Services
61. 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, Infrastructure and Economic Development Department. OTTAWA Planning and Forestry Services
62. The Owner acknowledges and agrees that the construction of the subdivision or each phase thereof, shall be in accordance with the recommendations of the Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Planning Inc., dated January 14, 2014 and any updates thereof. The recommendations include, but are not limited to, that before site alterations occur to the former skating pond, frogs and other wildlife and fauna relocated to the Leitrim Wetland, and that the stone piles are inspected for potential snake utilization and if snakes are observed, mitigation measures are developed and implemented. This also includes any subsequent updates as necessary, to the aforementioned Report and/or Statement. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and South Nation Conservation. OTTAWA Planning Forestry Services CA
63. The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the following recommendation that native shrubs and trees to be planted where possible. OTTAWA Planning Forestry Services

Parks

64. The Owner covenants and agrees that Block 415 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of Block 415 on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. The parkland dedication requirement has been calculated at a rate of one hectare per 300 units (residential >18units/ha) or such other rate as agreed to in writing to the satisfaction of General Manager, Recreation, Cultural & Facility Services, based on the estimated number of 766 units for this subdivision for a dedication requirement of 2.5 ha. In the event OTTAWA RC&FS

that the number of units changes, the required parkland dedication will also change.

65. The Owner agrees to participate in and abide by the conclusions of an approved Modified Area Parks Plan (MAPP) for the Leitrim development area and to enter into a Landowners Agreement should one be deemed appropriate. The MAPP will identify the remaining parks to be designed and constructed within the development area, including the identification of overall park and open space linkages and individual park concept plans illustrating amenities, cost estimates and cost sharing and written descriptions of each park, all to the satisfaction of the General Manager, Recreation, Cultural & Facility Services, and prior to subdivision registration. OTTAWA RC&FS
66. The Owner acknowledges and agrees to track parkland throughout the Leitrim Development and that any excess parkland generated will be contributed as CIL further, funds will be collected at the per hectare rate of development for the CIL parkland for the purpose of development of Diamond Jubilee Phase 2 Park, Park 1 in the Leitrim Modified Area Parks Plan. CIL and parkland development funds shall be directed towards the development of Diamond Jubilee Phase 2 Park, Park 1 in the Leitrim Modified Area Parks Plan. OTTAWA RC&FS
67. Parkland Dedication Tracking OTTAWA RC&FS
In accordance with the *Planning Act* and the City's Parkland Dedication By-law No. 2009-95, as amended, the Owner acknowledges and agrees to the following:
- i) that parkland dedication requirements and parkland development funds for the draft approved subdivisions under file numbers D07-16-17-0002 (original file D07-16-13-0023) and D07-16-16-0015 shall be monitored throughout the phased registration for these draft approved lands;
 - ii) that 0.43 hectares is the calculated parkland requirement for D07-16-16-0015 based on 130 dwelling units; and that 2.67 hectares is the calculated parkland requirement for D07-16-17-0002 based on the 763 units and 96 apartments units, equaling 3.10 hectares of required parkland dedication; and
 - iii) that the parkland dedication requirements and development funds shall be determined at the time of the registration(s) of the subdivision(s).

The above shall be to the satisfaction to the General Manager, Recreation, Cultural and Facility Services.

68. The Owner acknowledges that as set out in the Leitrim Modified Area Parks Plan, a neighbourhood park is required in the area of Block 415. This neighbourhood park will be developed with active park facilities as per the Leitrim Area Parks, to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. OTTAWA RC&FS
69. The Owner acknowledges that the design of the storm water management pond and north south ditch along Kelly Farm Drive requires coordination with the Phase 2 Diamond Jubilee Park which is located on City-owned lands. The Owner agrees to work with the City to integrate a multi-use pathway system and a minimum of one vehicular crossing into the park block and two pedestrian crossings over the north south ditch. The final location of the access points will be determined through a two-step process involving the conceptual and final design to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. OTTAWA RC&FS
70. The Owner shall convey Block 415 together with cash-in-lieu of parkland on the subject lands within Ward 22 such value of the land to be determined by the City's Real Estate Office, in accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law. The Applicant shall be responsible for any appraisal costs incurred by the City. All to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. OTTAWA RC&FS
71. The Owner acknowledges and agrees to design and construct at its cost the parkland, identified as Block 415 in accordance with City Specifications and Standards. The Owner further agrees to provide design plans for the park at his expense to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. The plans will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development. The final budget for design, construction, review and inspection shall be subject to approval by the City. The Owner shall submit drawings and documents for the parks to the City for approval, in accordance with the current Parks Development Business Process and to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. OTTAWA RC&FS
72. All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, OTTAWA RC&FS

Recreation, Cultural & Facility Services within two years of registration.

73. The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as drainage ditches, retaining walls, utility lines or easements of any kind shall be located on dedicated park blocks without the approval of the General Manager, Recreation, Cultural & Facility Services. The Owner is solely responsible for the costs of any necessary mitigation measures to be in addition to the Park Budget. OTTAWA RC&FS
74. The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park such as drainage ditches, retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 415 will not form part of the required *Planning Act* parkland dedication requirements at the discretion of the General Manager, Recreation, Cultural & Facility Services. The Owner is solely responsible for the costs of any necessary mitigation measures to be in addition to the Park Budget. OTTAWA RC&FS
75. Once a Facility Fit Plan is submitted and approved by the General Manager, Recreation, Cultural & Facility Services, and after tree preservation fencing has been installed accordingly as approved by the General Manager, Recreation, Cultural & Facility Services, the Owner may remove vegetation, trees and topsoil from the park to facilitate rough grading of the area. It is agreed that the Owner may stockpile the topsoil either on or off the park. 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 as per City Standards. All in accordance with the applicable By Laws, and all at the sole cost of the Owner. OTTAWA RC&FS
76. The City acknowledges and agrees that the Owner may use the Park outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner acknowledges and agrees that, in the event that the Owner chooses to use the Park(s) for stockpiling or staging, once this use of the parkland is completed all materials will be removed from the Park and a geotechnical report will be submitted by a qualified engineer ensuring that the subgrade is suitable for final park development and that no contaminants have been deposited on the Park. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. The Owner shall clearly demonstrate that the soils in the park block are capable of supporting the development of park facilities such

as pathways, children's playgrounds, splash pad, tennis courts, park shelters, sports fields, and parking. Any remediation required to the park as a result of the developers use of the park block will be at the Owners expense and will be in addition to the estimated Park budget calculated at the current per hectare rate, as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.

77. The Owner further agrees to prepare and submit upon registration of the subdivision, to the satisfaction of the General Manager, Recreation, Cultural & Facility Services for approval a Park Concept Plan and cost estimate which will be prepared as per criteria outlined in the Park and Pathway Manual and based on the approved Facility Fit Plan layout. OTTAWA RC&FS
78. It is the responsibility of the Owner to fill the park where necessary to match proposed surrounding grades as noted on the subdivision grading plan, to rough grade and fine grade the park block as per the park working drawings/grading and drainage plan. This work will be covered by the park budget to a maximum of 10% of the park construction cost. Additional, fill and grading beyond 10% of park construction cost will be at the sole expense of the Owner and additional to the park budget all to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. OTTAWA RC&FS
79. Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks: OTTAWA RC&FS
- a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line.
 - b) A 50mm diameter water line complete with stand post at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility.
 - c) 150mm diameter sanitary sewer and MH at 2m inside the park property line.
 - d) A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.

All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Recreation, Cultural & Facility Services.

80. The Owner shall install fencing of uniform appearance and quality, with a minimum height of 1.5m along the common boundary of all residential lots and blocks and ravine lands, and hazard lands which abut public walkways and Park Blocks. Fences shall be installed 0.15m on the park 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. OTTAWA
RC&FS
81. No access from private property to public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks. OTTAWA
RC&FS
- “The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”
82. The Owner shall include a clause in each Agreement of Purchase and Sale and in Deeds for 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: OTTAWA
RC&FS
- a) active hard surface and soft surface recreational facilities
 - b) active lighted sports fields
 - c) recreation and leisure facilities
 - d) potential community centre
 - e) library
 - f) day care
 - g) other potential public buildings/facilities.
83. The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the cost for these items are at the Owner's sole expense and the City shall not be responsible for these items in the event that the City must complete the park. OTTAWA
RC&FS
84. The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. OTTAWA

- Notwithstanding said transfer, the Owner acknowledges and agrees that prior to the assumption of the park by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. RC&FS
85. It is the responsibility of the Owner to remove all vegetation from the park block that has not been identified for retention. The tree removal within the park block will occur at same time as tree removal for the entire subdivision as identified in the tree removal permit which is submitted by the owner and approved by the City. The Owner is solely responsible for the costs of any necessary tree removals occurring at this time. OTTAWA
RC&FS
86. The Owner acknowledges and agrees, at his expense, to erect on Park Block 415 at a location(s) selected by the General Manager, Recreation, Cultural & Facility Services, a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services. This sign shall clearly read, in English and in French:
Future Parkland
No Dumping
No Removal Soil or Vegetation
No Storage of Materials
The Owner further agrees to maintain the sign (including graffiti removal) and that such sign shall be removed only with the approval of the General Manager, Recreation, Cultural & Facility Services. OTTAWA
RC&FS
- Environmental Constraints
87. The Owner acknowledges that South Nation Conservation is responsible for the implementation of the Ontario Regulation 170/06, *Development Interference with Wetlands and Alterations to Shorelines and Watercourses*, made under Section 28 of the *Conservation Authorities Act*. OTTAWA
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Planning
- Any development and/or site alterations within the top of bank of the identified watercourse may require a permit from SNC whereby restrictions may apply.
- The Owner agrees that all approvals and conditions of approval shall be met as required by the South Nation Conservation, Department of Fisheries and Oceans, and all other Municipal and Provincial authorities.

88. Prior to early servicing or registration of the subdivision, or of each phase thereof, the Owner shall ensure that the environmental impact statement is updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and shall include, but not be limited to, the following:
- a) A review of the current list of Species at Risk in Ottawa and the associated regulatory lists at the provincial and national level, in comparison with the species list for the site compiled as part of the EIS and the most recent species occurrence data available from the Natural Heritage Information Centre. The purpose of this review is to ensure that any species at risk either added to the regulations or discovered in the vicinity of the site since the submission of the original EIS are not overlooked.
 - b) Re-assessment of the anticipated impacts, based on the final plan (if changes have occurred since the EIS submission) and on any new information or additional details about the proposed development that may be available.
 - c) Confirmation that the significant features and ecological functions are protected from negative impacts, with any necessary adjustments to the recommended mitigation measures to reflect changes in the draft plan, or recommendation of additional mitigation measures if warranted.
- This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
89. The Owner acknowledges and agrees that no site alteration will be undertaken on or adjacent to the properties located at 2984, 2992, 3000, 3008, 3016 Leirim Road until a Scoped EIS has been prepared to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and any approvals required under the *Endangered Species Act* have been obtained. The Scoped EIS can take the form of a letter report or the Scoped EIS form contained within the City Council approved EIS Guidelines.
90. The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the following recommendation that native shrubs and trees to be planted where possible.

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91. The Owner acknowledges and agrees that the construction of the subdivision or each phase thereof, shall be in accordance with the recommendations of the Tree Conservation Report and Environment Impact Statement, 3100 Leitrim Road, Barrett Subdivision, Findlay Creek, by Muncaster Environmental Planning Inc. dated January 14, 2014. The recommendations include, but are not limited to, that before site alterations occur to the former skating pond, frogs and other wildlife and fauna relocated to the Leitrim Wetland, and that the stone piles are inspected for potential snake utilization and if snakes are observed, mitigation measures are developed and implemented. This also includes any subsequent updates as necessary, to the aforementioned Report and/or Statement. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. OTTAWA Planning
92. The Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, 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 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. OTTAWA Planning CA

Archaeology

93. (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.
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Planning
and
Ministry
Tourism
and Culture

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

Stormwater Management

94. The Owner shall provide to the General Manager, Planning, Infrastructure and Economic Development, any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with the approved Final Serviceability Report, Leitrim Development Area, City of Ottawa, September 2016, prepared by IBI Group and/or any updates, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
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Planning
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95. (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:
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Planning
- i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Management Practices,
- ii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and

iii. provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer that the plans have been implemented.

(b) Any changes made to the Plan shall be submitted to the satisfaction to the City of Ottawa and the Conservation Authority.

(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.

96. On completion of all stormwater works, the Owner shall provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. OTTAWA Planning

97. Prior to the registration, or the making of an application for a Ministry of Environment and Climate Change, Environmental Compliance Approval for any storm water works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with the approved Final Serviceability Report, Leitrim Development Area, City of Ottawa September 2016, prepared by IBI Group and/or any updates. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and the South Nation Conservation. OTTAWA Planning and CA

98. 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. All reports are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to the commencement of any Works. OTTAWA Planning

99. 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: OTTAWA Legal

“The Owner acknowledges that some of the rear yards within this subdivision are used for stormwater conveyance along the rear yard during infrequent storm events. Pool installation and/or

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 pool installation on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”

100. The Owner agrees to prepare a final detailed version of the *Conceptual Site Servicing Study, Barrett Extension Land-Leitrim Development Area*, prepared by IBI Group, dated August 29, 2016 and describe how it is to be implemented in accordance with current Stormwater Management Best Management Practices to the satisfaction of the City and South Nation Conservation. The final version of the report will ensure that the entire stormwater management plan is designed according to, and is consistent with the most recent version of the Ministry of Environment and Climate Change’s Stormwater Management and Design Manual. Quantity treatment should have pre and post development values equaled; and quality treatment should reach a minimum of 80% Total Suspended Solids removal. The final version shall be used as a guide to complete the servicing design for the Barrett Lands. OTTAWA Planning and CA
101. The Owner agrees to prepare a final Sediment and Erosion Control Plan appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and 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 the City and South Nation Conservation. OTTAWA Planning and CA
102. The Owner agrees to prepare a final Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the City and South Nation Conservation. OTTAWA Planning and CA
103. The Owner acknowledges and agrees to match the grade of the proposed development with the existing abutting development to the south. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
104. The Owner acknowledges the final design of Pond No. 2 has not been completed to date and the land requirements for the off-site pond have not been finalized. The Owner acknowledges that the commencement of any works within any phase of the Plan of Subdivision shall not be permitted until such time as the required OTTAWA Planning

stormwater management measures have been designed and approved by the City and any other approval agency, and the implementation plan has been approved or the storm water measures has been constructed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. A Front Ending Agreement between the Owner and the City will be required for Pond 2, to the satisfaction of CREO.

105. The Owner shall negotiate a drainage easement and/or a road widening with the National Capital Commission (NCC) to accommodate the re-graded ditch line on the north side of Leitrim Road all at no cost to the City. The widening shall extend approximately 150 metres west of the proposed north-south ditch and 700 metres east of the north-south ditch, the final width of the ditch and required conveyance shall be determined at the final design stage. In the event that the NCC will not accommodate the above easement, an alternative shall be considered. The Owner shall use best efforts to acquire the required NCC Lands. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
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Planning

South Nation Conservation

106. The Owner agrees to prepare a final Sediment and Erosion Control Plan appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and 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.
- CA
107. The Owner agrees to prepare and submit a Fisheries Habitat Assessment report for the proposed watercourse identified on the western edge of the subject lands within Block 423. The assessment should establish an appropriate buffer for the watercourse to the satisfaction of the South Nation Conservation, and General Manager, Planning, Infrastructure and Economic Development.
- CA
108. The Owner agrees to prepare a Riparian Restoration Planting Plan by a qualified professional for Block 423 to the satisfaction of the and South Nation Conservation, and General Manager, Planning, Infrastructure and Economic Development.
- Planning
CA

109. The Owner agrees to implement the Mitigation Measures and Recommendations outlined in the Tree Conservation Report and Environmental Impact Statement, 3100 Leitrim Road, Barrett Subdivision, Findlay Creek, prepared by Muncaster Environmental Planning Inc. dated January 14, 2014, to the satisfaction of South Nation Conservation, and the General Manager, Planning and Growth Management. Planning CA
110. The Owner acknowledges that the subdivision agreement shall contain wording acceptable to South Nation Conservation that the above noted conditions will be implemented. CA

Sanitary Services

111. The Owner shall submit detailed municipal servicing plans, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
112. Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner. Insofar as it legally may, the City will require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner, the amount of which payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
113. Where the Owner is required under this Agreement to provide the oversize and/or over-depth sanitary sewers in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City shall, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said sanitary sewers as an outlet(s), prior to the approval of a Plan of Subdivision for such land by the City, the amount of which shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
114. As the Owner proposes a road allowance(s) of less than 20 meters, and if the Owner also proposed boulevards between 4.0 OTTAWA Planning

and 5.0 meters wide, the Owner shall meet the following requirements:

- a) extend water, sanitary, and storm services a minimum of 2.0 meters onto private property during installation before being capped;
- b) install hydro high voltage cable through the transformer foundations to maintain adequate clearance from the gas main;
- c) provide and install conduits as required by each utility;
- d) provide and install transformer security walls when a 3.0 meters clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and
- e) install all road-crossing ducts at a depth not to exceed 1.2 meters from top of duct to final grade.

Water Services

- | | | |
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| 115. | The Owner shall design and construct all necessary watermains and the details of services and meters for the lots abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City. | OTTAWA
Planning |
| 116. | The details for water servicing and metering shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by City personnel. | OTTAWA
Planning |
| 117. | Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the City with Mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the water plant installation in a form that is compatible with the City's computerized systems. | OTTAWA
Planning |
| 118. | The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted to the General Manager, Planning, Infrastructure and | OTTAWA
Planning |

Economic Development Department for review and approval as part of the water plant design submission.

119. The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
120. The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service. OTTAWA Planning
121. The Owner acknowledges and agrees that the details of services and meters for the lots abutting the watermain shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters. OTTAWA Planning
122. The Owner acknowledges and agrees to install triple outlet fire hydrants and watermains in accordance with City specifications. The Owner further acknowledges and agrees to ensure that all hydrants shall be maintained accessible, and shall be in good operating condition at all times to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. In the event that any hydrants are not operational, then the Owner shall clearly label these hydrants as out of service. OTTAWA Planning
123. The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is unlooped. Any unit serviced by an unlooped watermain shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning

Serviced Lands

124. The Owner shall be responsible for the provisions of the following works, including oversizing and overdepth where appropriate, at its cost, in accordance with plans approved by the General OTTAWA Planning

Manager, Planning, Infrastructure and Economic Development Department, and/or the Province;

- a. Watermains;
- b. Sanitary Sewers;
- c. Storm Sewers;
- d. Roads and traffic plant(s);
- e. Street Lights;
- f. Sidewalks;
- g. Landscaping;
- h. Street name, municipal numbering, and traffic signs;
- i. Stormwater management facilities; and
- j. Grade Control and Drainage.

125. The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein. OTTAWA Planning
126. The Owner shall provide services oversized and overdepth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning
127. The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department that there is adequate road, sanitary, storm, and watermain capacity. OTTAWA Planning

128. a) The Owner shall confirm that all residences and businesses within the area of Leitrim Road are serviced by municipal potable water, otherwise the Owner agrees to submit a hydrogeological report prepared by a qualified hydrogeologist. The report shall assess the development risk to the groundwater on-site or adjacent lands that may affect the quantity or quality of groundwater regime at the site or on adjacent lands. The report shall be revised (if required) to reflect any changes resulting from a peer review.
- b) The Owner shall agree in the subdivision agreement to supply potable water (at no cost to the City) to the residences and businesses in the area of Leitrim Road and other residences in the area in the event ground water supply or quality of the ground water is disturbed by Barrett Lands subdivision and the related infrastructure construction, and operation.

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Schools

129. The Owner shall agree to reserve Block 414 (2.07 ha) on the draft plan of subdivision as an elementary school site for the Conseil des écoles publiques de l'Est de l'Ontario for a term not to exceed seven years from the date of registration of the plan of subdivision. The size, configuration, servicing, and timing of services of the school site will be to the satisfaction of the School Board.
130. The Owner shall be required to inform prospective purchasers that school accommodation pressures exist in the Ottawa Catholic schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
131. The Owner shall be required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board Schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

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Hydro

132. The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service. The Owner should consult

Hydro

Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

133. The Owner shall pre-consult with Hydro Ottawa on any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost. This includes any proposed overhang encroachment into the 3m-setback space. Hydro
134. The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa. Hydro
135. The Owner shall contact Hydro Ottawa to discuss electrical servicing for the property. By Hydro Ottawa commenting on this proposal, Hydro Ottawa has not committed to, or approved the electrical servicing of the proposed development. Hydro
136. 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 Ottawa's Contributed Capital Policy and Conditions of Service. Hydro
137. The Owner shall acknowledge that Hydro Ottawa may be required to service this subdivision by means of underground wiring, thus any other underground work must be coordinated. At least 14 weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling of the work. Hydro
138. The Owner is advised that there are medium voltage overhead lines along the south side of Leitrim Road. Hydro
 - a. The Owner shall ensure that no personnel or equipment encroaches within three meters (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.
 - b. The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro

Ottawa's overhead or underground assets or easement. When proposing to plant in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner's expense.

139. The Owner shall make arrangements for space within the proposed roadways and lots for the installation of power distribution equipment. Such arrangements shall be subject to approval by Hydro Ottawa. Hydro

140. The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for subdivisions. Hydro

141. The Owner's use of the 16.5m road right-of-way is conditional on adherence to the approved City of Ottawa Cross Section, Residential Road, 16.5m Road Allowance. Variations in the cross section of the 16.5m road right-of-way may result in Hydro Ottawa refusing to service due to conflicts between the electricity distribution infrastructure and other utilities, streetscape or structures. Hydro

142. The Owner acknowledges that Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service or Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal. Hydro

143. The Owner shall convey, at its cost, all required easements as determined by Hydro Ottawa. Hydro

Enbridge

144. The Owner acknowledges and agrees to contact Enbridge's Gas Distribution's Customer Connections department for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to tree planting, silva cells, and/or soil trenches) and or asphalt paving. Enbridge

145. The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade Enbridge

of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.

146. The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost. The inhibiting order will not be lifted until the Owner has met all of Enbridge Gas Distribution's requirements. Enbridge
147. The Owner acknowledges and agrees to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping. Enbridge

Fire Services

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

Utilities

149. The Owner is hereby advised that prior to commencing any work within the Draft Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication/telecommunication infrastructure. OTTAWA Planning

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).

150. The Owner acknowledges and agrees to grant Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or OTTAWA Planning Bell

easements, the Owner shall be responsible for the relocation of such facilities or easements.

151. The Owner acknowledges and agrees to coordinate the preparation of an overall utility distribution plan. This plan would show the locations (shared and otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan is to be to the satisfaction of all affected authorities.
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Planning
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CABLE
HYDRO
OTTAWA
152. The Owner acknowledges and agrees to transfer new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service the subdivision, to the satisfaction of Rogers Communications and City, at the Owner's expense. The Owner shall ensure the easement documents are registered on title immediately following registration of the final plan and Rogers Communications and the City are notified.
OTTAWA
Planning
Rogers
153. The Owner acknowledges and agrees to arrange for and pay the cost of the relocation of any existing Rogers Communications Canada Inc. services which is made necessary because of this subdivision, to the satisfaction of Rogers Communications and the City.
OTTAWA
Planning
Rogers
154. The Owner shall acknowledge and agree to enter into such agreements and provide such easements which may be required, but not limited to, drainage, servicing, electrical, gas, telephone, and cablevision facilities, to the satisfaction of the appropriate authority, and that the Owner shall ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies are duly notified.
OTTAWA
Utilities
155. Where the relocation or removal of any existing on-site/adjacent utility facility, including water, sewer, electrical, gas, telephone and cablevision, is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.
OTTAWA
Utilities
156. The Owner shall by written notice to all telecommunication carriers and distribution undertakings regulated by the Canadian Radio-Television and Telecommunication Commission and operating within the City, and as specified by the City, provide the
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LEGAL
BELL

opportunity to install, repair and maintain equipment in a common utilities trench within all future road allowances, and up to but not interfacing with or connecting to, individual dwelling or commercial building units.

157. The Owner is to be notified that the method of service for townhouse units will be via end wall panels and individual conduits to each unit provided and installed by the builder. CABLE

Canada Post

158. The Owner acknowledges that the subdivision will receive postal service via Community Mail Boxes located to Canada Post's satisfaction. The Owner shall: OTTAWA Planning Canada Post
- a) Inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots or blocks identified for potential community mailboxes, mini-park and/or kiosk locations and/or all plans used for marketing purpose shall indicate the proposed Community Mail Box location(s).
 - b) Provide, at the Owner's expense, curb depressions, at proposed Community Mail Box site location(s). These are to be 2 metres in width and no higher than 25 mm.
 - c) Where a grassed boulevard is planned between the curb and the sidewalk at community mailbox location, install a 1.0 metre walkway across the boulevard. The walkway shall be handicapped accessible from the roadway.
 - d) Provide any easements, if required, to Canada Post to permit access to a Community Mail Box location.
 - e) Provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations.

159. The Owner agrees to provide a location plan of Canada Post's Community Mail Boxes and OC-Transpo bus stops and to provide landscaping at these locations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, in accordance with an approved landscaping plan. OTTAWA Planning Canada Post

Street Lighting

160. All exterior lighting should be designed and installed so as not to cause interference with adjacent roadways and neighbouring properties. OTTAWA Planning
161. All street lighting and pathway lighting shall be designed and constructed in accordance with the City of Ottawa designs and specifications. OTTAWA Planning

162. The Owner shall be 100% responsible for all costs associated with any relocations/modifications to the existing streetlight plant and all costs for the new installations. OTTAWA Planning

Noise

163. 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, including from exposure to aircraft noise. The study shall be to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department and shall comply with:
- (i) the City of Ottawa's Environmental Noise Control Guidelines; and
 - (ii) 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.
164. Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. OTTAWA Planning
165. 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 the following clauses 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 Legal OM-CIA

"Purchasers/occupants are forewarned that this property/dwelling unit is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier International Airport.

Noise due to aircraft operations may interfere year-round with some indoor activities and with outdoor activities, particularly during the summer months. The purchaser/occupant is further advised that the Airport is open and operates 24 hours a day, and that changes to operations and the future construction of a new

east-west runway may affect the living environment of the residents of this property/area.

The Ottawa Macdonald-Cartier International Airport Authority and the City is not responsible if the purchaser/occupant of the dwelling finds that the noise levels due to aircraft operations continue to be of concern or are offensive."

166. Warning Clause Type A:

"Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."

167. Warning Clause Type B:

"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."

Warning Clause Type C

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc., was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."

168. The Owner acknowledges that the site is in close proximity to an existing City of Ottawa Works yard located at 3200 Leitrim Road

OTTAWA
Planning
and

and this facility may on occasion generate noise which may interfere with some activities of the dwelling occupants. Legal

International Airport Authority

170. The Owner acknowledges of being advised that the property is located within the Airport Vicinity Development Zone. The development is in close proximity to the Airport Operating Influence Zone and despite being outside the 25 Compost Noise Contour in the Official Plan, the proposed dwellings will be exposed to aircraft noise. OM-CIA
171. The Owner acknowledges and agrees that although the site falls outside the Airport's Bird Hazard Zone, it is suggested that the development restrict species that have no bird attraction properties, listed on Transport Canada's TP11500 table C4 "Ornamental Trees and Shrubs Attractive to Birds". OM-CIA
172. The Owner acknowledges and agrees that any and all stormwater management ponds shall be designed in such a way that they do not become a bird attraction and therefore a safety concern to aircraft using the airport. If a pond does become a safety concern in the future, the Owner shall ensure that it is redesigned to mitigate the problem. Planning

Land Transfers

173. 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, lands required for parks (or cash-in-lieu thereof) and for storm water measures, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. In particular, the Owner shall convey, at no cost to the City, the following lands: OTTAWA Planning and Legal
- i) Pathway, Walkway or Servicing Blocks –Blocks 417, 418, 420, 421
 - ii) Open Space Blocks –n/a
 - iii) Watercourses (buffer strips/riparian corridors/drainage swale) – Block 423
 - iv) Park Blocks – Block 415
 - v) Storm Water Management Blocks – n/a
 - vi) Road Widening Blocks – Block 424, 425
 - vii) 0.3 m Reserve Blocks – n/a
 - viii) Daylighting Triangles – n/a
 - ix) Transit Corridors – n/a

- x) Wetlands – n/a
- xi) Roadway Blocks - Blocks 421, 422

174. The Owner shall convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. OTTAWA Planning and Legal

Development Charges By-law

175. The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City’s applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law. OTTAWA Planning and Legal

Constructed Over-sizing Eligible for Development Charge Reimbursement (this includes all of the pipes for Barrett and Hope Cemetery Lands)

Storm Sewer Over-Sizing	Diameter (mm)
240 m	2100
80 m	2400
640 m	2700

176. The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the *Development Charges Act, 1997* and the *Education Development Charges Act*. OTTAWA Planning and Legal

177. The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for Leitrim Stormwater Pond 2 and storm sewer oversizing that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in OTTAWA Planning and Legal

accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.

178. The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:
- (a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

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Planning
and Legal

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

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

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

Survey Requirements

179. 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
180. The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys. OTTAWA Surveys

Financial Requirements

181. A letter of credit in the amount of 100% of the value of construction must be posted to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and all associated fees must be paid prior to the registration of the subdivision agreement. OTTAWA Planning
182. The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. OTTAWA Planning and Revenue

Closing Conditions

183. The Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns. OTTAWA Legal
184. At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the *Planning Act*, amend, delete or add to the conditions and this may include the need for amended or new studies. OTTAWA Legal
185. Prior to registration of the Plan of Subdivision, the City is to be satisfied that Conditions 1-184 of this draft approval have been fulfilled. OTTAWA Planning
186. 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, Infrastructure 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, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the *Municipal Act, 2001*, like manner as municipal taxes. OTTAWA Planning

187. If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by **September 6, 2023**, the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date.

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