

File: D07-16-18-0023  
(Original) D07-16-24-  
0029 (Extended)

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**CU Developments Inc**  
**1053, 1075 and 1145 March Road**

**DRAFT APPROVED 13/01/2022**  
**EXTENDED TO April 13<sup>TH</sup>, 2028**

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The City of Ottawa's conditions applying to the draft approval of CU Developments Inc's 1053, 1075 and 1145 March Road Subdivision (File No. D07-16-18-0023) are as follows:

	<p>This approval applies to the draft plan certified by Andre Roy, Ontario Land Surveyor, dated November 24, 2021, showing 261 Residential Lots, 12 streets, 26 residential blocks, 3 pathway blocks, 1 park block, 3 creek corridor blocks, 1 stormwater management block, 3 road widening blocks, 2 road stub blocks, 1 park and ride block and 1 school block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> <li>1) Grading Plan, Drawing No. 116132 GR1-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>2) Grading Plan, Drawing No. 116132 GR2-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>3) Grading Plan, Drawing No. 116132 GR3-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>4) Grading Plan, Drawing No. 116132 GR4-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>5) Sanitary Drainage Area Plan, Drawing No. 116132-SAN, prepared by Novatech, revision 4, dated Nov 13/20.</li> <li>6) Storm Drainage Area Plan, Drawing No. 116132-STM, prepared by Novatech, revision 4, dated Nov 13/20.</li> <li>7) Creek Plan and Profile Station 50+300 to 50+600, Drawing No. 116132 CRK2-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>8) Creek Plan and Profile Station 50+600 to 50+850, Drawing No. 116132 CRK3-DRAFT, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>9) Stormwater Management Pond Plan and Profile, Drawing No. 116132-SWM1, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>10) Stormwater Management Pond Cross Sections, Drawing No. 116132-SWM2, prepared by Novatech, revision 5, dated Nov 13/20.</li> <li>11) Combined Environmental Impact Statement &amp; Tree Conservation Report (Revised), prepared by McKinley Environmental Solutions, dated November 2019.</li> <li>12) Consolidated Geotechnical Investigation, prepared by Paterson Group, dated May 17, 2019.</li> <li>13) Geotechnical and Hydrogeological Investigation, prepared by Paterson Group, revision 4, dated September 15, 2020.</li> <li>14) Geotechnical Recommendations – Dual Cell Storm Water Management Pond, prepared by Paterson Group, dated May 17, 2019.</li> <li>15) Headwaters Drainage Assessment (HDA)(Revised), prepared by McKinley Environmental Solutions, dated November 2019.</li> </ol>	
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		<p>16) Noise Control Plan, prepared by Novatech, revision 2, dated May 13/19.</p> <p>17) Noise Control Feasibility Study, prepared by Novatech, dated May 13, 2019.</p> <p>18) Sentinel Well Groundwater Monitoring Program Memo, prepared by Paterson Group, revision 2, dated October 31, 2019.</p> <p>19) Hydrogeological Baseline Water Well Study, prepared by Paterson Group, dated November 8, 2019.</p> <p>20) Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated July 23, 2018.</p> <p>21) Planning Rationale Addendum, prepared by Novatech, dated May 13, 2019.</p> <p>22) Planning Rationale &amp; Integrated Environmental Review, prepared by Novatech, dated July 24, 2018.</p> <p>23) Site Servicing and Stormwater Management Report, prepared by Novatech, dated November 13, 2020.</p> <p>24) Stage 1 Archaeological Assessment, prepared by Paterson Group, dated March, 2013.</p> <p>25) Stage 2 and 3 Archaeological Assessments, prepared by Paterson Group dated January 2020.</p> <p>26) Transportation Impact Assessment, prepared by Novatech, dated October 2018.</p> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<b><u>Clearing Agency<sup>1</sup></u></b>
		<b><u>General</u></b>	
1.	<b>G1</b>	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, Development and Building Services.	<b>OTTAWA Planning</b>
2.	<b>G2</b>	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works,</p>	<b>OTTAWA Planning</b>

		<p>road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	
3.	<b>G3</b>	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 be no more than 25 units per block.	<b>OTTAWA Planning</b>
4.	<b>G4</b>	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Development and Building Services an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	<b>OTTAWA Legal</b>
5.	<b>G6</b>	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, Development and Building Services staff and until the City issues a Commence Work Notification.	<b>OTTAWA Planning</b>
		<b><u>Landowners Agreement</u></b>	
6.	<b>LA1</b>	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata North Landowners	<b>LG</b>

		Group, confirming that the Owner is party to the Kanata North Landowners Group and that Cost Sharing Agreements and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	
		<b><u>Zoning</u></b>	
7.	<b>Z1</b>	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	<b>OTTAWA Planning</b>
8.	<b>Z2</b>	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	<b>OTTAWA Planning</b>
		<b><u>Roadway Modifications</u></b>	
9.	<b>RM1</b>	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.	<b>OTTAWA Planning</b>
10.	<b>RM2</b>	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> <li>a) Road Signage and Pavement Marking for the subdivision;</li> <li>b) Intersection control measure at new internal intersections; and</li> <li>c) location of depressed curbs and TWSIs;</li> </ul> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning Transpo Plg</b>
11.	<b>RM3</b>	<p>The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p> <p>The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p>	<b>OTTAWA Planning Transpo Plg</b>

12.	<b>RM4</b>	The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.	<b>OTTAWA Planning Transpo Plg</b>
13.	<b>RM5</b>	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. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council on May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	<b>OTTAWA Planning</b>
14.	<b>RM6</b>	<p>The Owner acknowledges and agrees that the intersection of Buckbean Avenue and March Road shall be signalized once traffic warrants are met and after such intersection signalization works have been identified in the next update to the City's Development Charges Background Study and By-law.</p> <p>In the interim, the Owner agrees that Buckbean Avenue will function as a stop-controlled intersection only at March Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>The Owner may file a Front Ending Agreement application for the signalization of Buckbean Avenue and March Road intersection. The approval of such agreement shall be to the full discretion of the City.</p>	<b>OTTAWA Planning</b>
15.	<b>RM7</b>	<p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or</p>	<b>OTTAWA Planning</b>

		<p>horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> <li>• intersection or mid block narrowings, chicanes, medians;</li> <li>• speed humps, speed tables, raised intersections, raised pedestrian crossings;</li> <li>• road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas);</li> <li>• pavement markings/signage; and</li> <li>• temporary/seasonal installations such as flexi posts or removable bollards.</li> </ul>	
		<b><u>Highways/Roads</u></b>	
16.	<b>HR1</b>	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
17.	<b>HR2</b>	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.	<b>OTTAWA Planning</b>
18.	<b>HR3</b>	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, Development and Building Services. 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. Turning circle(s) may include a 0.3 metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the General Manager, Planning, Development and Building Services. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, these portions shall be released at the expense of the Owner when the easements are no longer required by the City.	<b>OTTAWA Planning</b>
19.	<b>HR4</b>	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along March Road, adjacent to the subdivision lands, in accordance with the Official Plan. 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	<b>OTTAWA Planning Surveys</b>



		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 City Surveyor.	
20.	<b>HR5</b>	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> <li>• North side of Buckbean Avenue from Block 315 to Block 314</li> <li>• Southerly terminus of Goldenseal Avenue</li> <li>• Easterly terminus of Spoor Street and Whitlow Grass Way where it connects to the adjacent lands at 927 March Road.</li> <li>• North side of Spoor Street at the intersection of Bosch Place and Spoor Street</li> <li>•</li> </ul>	<b>OTTAWA Planning Legal</b>
21.	<b>HR6</b>	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> <li>• Local Road to Local Road: 3 metres x 3 metres</li> <li>• Local Road to Collector Road: 5 metres x 5 metres</li> <li>• Collector Road to Collector Road: 5 metres x 5 metres</li> <li>• Collector Road to Arterial Road 5 metres x 5 metres</li> </ul>	<b>OTTAWA Planning Legal</b>
22.	<b>HR8</b>	Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies, 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, Development and Building Services approves the assumption of the lights.  The require traffic lights are to be located at the following locations: Buckbean Avenue and March Road	<b>OTTAWA Planning</b>
23.	<b>HR9</b>	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(s) shall be to the satisfaction of the City Traffic Management and the General Manager, Public Works Department and the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
24.	<b>HR10</b>	●—	<b>OTTAWA Planning</b>
25.	<b>HR11</b>	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing Bylaw or the Private Roadways By-law as applicable.	<b>OTTAWA Planning BCS</b>

26.	<b>HR12</b>	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees., unless otherwise determined by the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
27.	<b>HR15</b>	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	<b>OTTAWA Planning</b>
28.		The Owner acknowledges and agrees to design and construct all local roads in accordance with a 30 km/hr design speed. The Owner further agrees to submit for approval prior to registration, a road geometric plan identifying the required traffic calming elements for 30 km design speed, all to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
29.		The Owner shall convey to the City, at the no cost to the City Blocks 277 and 301. These parcels should be graded and sodded to the satisfaction of the Planning, Development and Building Services.	<b>OTTAWA Planning</b>
		<b><u>Public Transit</u></b>	
30.	<b>PT1</b>	<p>The Owner shall design and construct, at its expense, Buckbean Avenue, Goldenseal Road, Bosch Place and Spoor Street , which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry.</p> <p>The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Development and Building Services and the Transit Services Branch. The locations and infrastructure requirements for transit passenger standing areas and shelter pads will be determined through the CUP review process.</p>	<b>OTTAWA Planning Transit</b>
31.		If required, the Owner shall provide a temporary turnaround loop for designated transit streets at the edge of any phase of development, prior to registration and to the satisfaction of Transit Services, to accommodate interim transit routes.	<b>OTTAWA Transit</b>
32.	<b>PT2</b>	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger	<b>OTTAWA Transit</b>

		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.	
33.	<b>PT3</b>	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. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Development and Building Services for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	<b>OTTAWA Planning Transit</b>
34.	<b>PT4</b>	The Owner shall indicate on all plans used for marketing purposes, inform all prospective purchasers through a clause in all agreements of purchase and sale, and include as part of the purchasers standard move-in information package, a clearly written description and diagram indicating the streets identified for potential transit services, the future Park and Ride Block 313 and the location(s) when known, of bus stops, paved passenger standing areas or shelter pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time. The Owner shall also inform all purchasers, through a clause in all agreements of purchase and sale, that for any streets identified for potential transit services, bus stops, passenger standing areas, shelter pads and shelters may be located in front of or adjacent to the purchaser's lot at any time.	<b>OTTAWA Transit</b>
35.	<b>PT5</b>	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan prior to the registration of a phase of the subdivision that contains transit services. 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.	<b>OTTAWA Transit</b>
36.		The Owner covenants and agrees that Block 313 will be developed by the City as a future City Park and Ride and will be purchased by the City, subject to approval of City capital funding, as part of the registration of a phase of subdivision development but no later than the registration of the final phase of the Owner's draft approved land pursuant to application D07-16-18-0023.	<b>OTTAWA Transit</b>

37.		The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, Block 313 without the written approval of the General Manager, Transportation Services Department , except a potential servicing connection for the future development of Block 315. The details of the servicing connection will be discussed at the earliest of the development of Block 313 or Block 315”	<b>OTTAWA Transit</b>
38.		The Owner, at its expense and in Phase 1 and prior to transfer of the Block 313 Property to the City, agrees to prepare an interim condition grading and drainage plan for the Property, which is a proposed future Park and Ride, to the satisfaction of the General Manager, Planning, Development, and Building Services. Interim condition measures shall include two east cut off swales with catchbasins or ditch inlet catchbasins, with inlet control devices to prevent the minor system from surcharging, all if necessary. The Owner further agrees that tree removal may be required to complete interim grading works and that grading to final Park and Ride design shall be a City responsibility. If tree removal is not required as part of the interim conditions grading and drainage, then any tree removal shall be a City responsibility.	<b>OTTAWA Transit</b>
39.		The Owner acknowledges and agrees to install at the time of subdivision servicing and at its expense sanitary and storm sewer services, water and hydro services stubbed 2m inside the Park and Ride block property line. The dimension and final configurations of the services will be determined through the detail design process. The Owner is also responsible to ensure the service(s) are included on the approved Servicing Plan and CUP drawings.	<b>OTTAWA Transit</b>
		<b><u>Geotechnical</u></b>	
40.	<b>GT2</b>	<p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Development and Building Services which include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a) existing sub-surface soils, groundwater conditions;</li> <li>b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slopes;</li> <li>c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;</li> <li>d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;</li> <li>e) design and construction of underground services to the building, including differential settlement near any buildings or structures;</li> </ul>	<b>OTTAWA Planning</b>

		<ul style="list-style-type: none"> <li>f) design and construction of roadway, fire routes and parking lots;</li> <li>g) design and construction of retaining walls and/or slope protection;</li> <li>h) design and construction of engineered fill;</li> <li>i) design and construction of building foundations;</li> <li>j) site dewatering;</li> <li>k) design and construction of swimming pools;</li> <li>l) design and construction of park blocks for its intended uses; and</li> <li>m) in areas of sensitive marine clay soils:</li> </ul>	
41.	<b>GT3</b>	<ul style="list-style-type: none"> <li>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</li> <li>b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> <li>i. Shear Vane analysis including remolded values per ASTM D2573.</li> <li>ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A).</li> <li>iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</li> <li>iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally &lt;40% plasticity) or high sensitivity clay soils (generally &gt;40% plasticity), as determined by the above tests and data.</li> <li>v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall.</li> </ul> </li> <li>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally &gt;40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</li> </ul>	<b>OTTAWA Planning</b>

42.	<b>GT4</b>	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	<b>OTTAWA Forestry</b>
		<b><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></b>	
43.	<b>S1</b>	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
44.	<b>S3</b>	<p>The Owner agrees to design and construct <i>2-metre-wide</i> sidewalks at the following locations:</p> <ul style="list-style-type: none"> <li>• South side of Buckbean Avenue from Block 278 to Block 289 to Block 267</li> <li>• West side of Buckbean Avenue from Street 12 to March Road</li> <li>• Both sides of Goldenseal Road</li> <li>• South side of Spoor Street from Block 289 to Block 307</li> <li>• Both sides of Bosch Place</li> </ul> <p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> <li>• South and east side of Rhubarb Ridge from Lot 175 to Lot 152</li> <li>• South side of Strawberry Walk along Lot 152 and Block 293</li> <li>• South side of Whitlow Grass Way along Block 300</li> <li>• West side of Whitlow Grass Way along Block 293 and Block 292</li> <li>• North side of Whitlow Grass Way from Block 290 to Lot 85</li> <li>• West side of Rotterdam Circle along Block 300</li> <li>• South side of Rotterdam Circle from Lot 61 to Lot 67</li> </ul> <p>The Owner agrees to design and construct 3 metre wide multi-use pathway at the following locations:</p> <ul style="list-style-type: none"> <li>• North side of Buckbean Avenue from Block 315 to the intersection of Buckbean Avenue and Street No. 12</li> <li>• East side of Buckbean Avenue along Block 311 and 312</li> <li>• North side of Spoor Street from Block 311 to Block 308</li> </ul>	<b>OTTAWA Planning</b>
45.	<b>S4</b>	<p>The Owner agrees to design and construct, fully accessible, 2.0 metre wide walkways and related works through the length of the public lands, as identified on Subdivision Draft Plan at the following locations:</p> <ul style="list-style-type: none"> <li>• Block 288 and 305</li> </ul>	<b>OTTAWA Planning</b>

		<p>The Owner agrees to design and construct, fully accessible, 3.0 metre wide recreational pathway and related works through the length of the public lands, as identified on Subdivision Draft Plan at the following locations:</p> <ul style="list-style-type: none"> <li>• Along the north side of Block 290 and 310</li> </ul> <p>The Owner agrees to design and construct, 3.0 metre wide pathway and access related works through the length of the public lands, as identified on Subdivision Draft Plan at the following locations:</p> <ul style="list-style-type: none"> <li>• Around the entire perimeter of the Stormwater Management Pond within Block 312 including a connection to the pathway in Block 310</li> </ul>	
46.	<b>S6</b>	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Both sides of Block 288 (Pathway Block)</li> <li>• Block 314 where it abuts Block 313 (Park and Ride)</li> <li>• Block 312 (Stormwater Management Pond) where it abuts Block 311</li> <li>• Lots 39-55 where it abuts Block 302</li> <li>• Block 305 where it abuts Blocks 304 and 306</li> </ul> <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the public property.</p>	<b>OTTAWA Planning</b>
47.	<b>S7</b>	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Rear yard of lot 175 and 178 Side yard of lot 159, 67 and Block 293</li> </ul> <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p>	<b>OTTAWA Planning Parks</b>
48.	<b>S9</b>	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications as determined by the Noise Control Feasibility Study.</p>	<b>OTTAWA Planning</b>

		b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 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.	
49.	<b>S10</b>		<b>OTTAWA Planning</b>
		<b><u>Landscaping/Streetscaping</u></b>	
50.	<b>LS1</b>	<p>The Owner agrees, prior to registration or early servicing whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>This plan shall be prepared to the satisfaction of the General Manager, Planning, Development and Building Services and the Owner shall bear all costs and responsibility for the preparation and implementation of the plan.</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning Forestry</b>
51.	<b>LS2</b>	<p>The Owner agrees that for all single detached, semi-detached, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <p>a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of</p>	<b>OTTAWA Planning Forestry</b>



		<p>trees to be planted, one medium size tree that replaces two small trees will be counted as two trees.</p> <p>b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume.</p> <p>c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.</p> <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	
52.	<b>LS3</b>	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that it has been developed as per the geotechnical report(s) to the satisfaction of the General Manager, Planning, Development and Building Services</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning</b>
		<b><u>Tree Conservation</u></b>	
53.	<b>TC1</b>	<p>The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection</p>	<b>OTTAWA Planning</b>

		requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services	
54.	<b>TC3</b>	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	<b>OTTAWA Planning</b>
55.		The Owner acknowledges and agrees to install tree protection and erosion control fencing along the boundary of Block 302 and the construction activities and that all vegetation within this Block 302 shall not be harmed without the approval of the City Forester or as required for safety.	<b>OTTAWA Planning</b>
		<b><u>Parks</u></b>	
56.	<b>P1</b>	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 300 to the City for parkland purposes to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	<b>OTTAWA Parks</b>
57.	<b>P2</b>	<p>The Owner covenants and agrees that Block 300 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block should reflect the CDP Park's Master Plan on the Final Plan and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been determined to reflect the CDP Park's Master Plan, at a rate of one hectare per 300 units, or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. In the event that the number of units change, the required parkland dedication will also change.</p> <p>The Owner acknowledges and agrees that Block 315 is not included in the parkland dedication requirements and parkland dedication shall be required as part to any future and subsequent development approvals for Block 315.</p> <p>Any over dedication of parkland identified on this plan of subdivision (Block 300) may not be transferred to another plan of subdivision within the Kanata North Urban Expansion Area CDP lands, but may be applicable to future development approvals application(s) for Block 315, and the City will not compensate for any over dedication. Furthermore a reduction of or any further revisions to the plan prior to registration that results in an under dedication of parkland will not be permitted or accepted by the City, without an agreed to and executed Parkland Cost Sharing Agreement between the Kanata North CDP landowners and City.</p>	<b>OTTAWA Parks</b>

58.	<b>P3</b>	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 300, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Kanata North Community Development Plan (and as amended) for the park. The plans and documents will detail the design(s), costs and amenities to be provided in the 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.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>
59.	<b>P4</b>	<p>All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>If Park Block 300 is not tendered and under construction within two years of registration, the Owner is required to pay the applicable park development rate for the current year that the park is to be built and those funds will be added to the park budget for construction, to achieve the design intent and recreation amenities identified within the Kanata North CDP.</p>	<b>OTTAWA Parks</b>
60.	<b>P5</b>	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	<b>OTTAWA Parks</b>
61.	<b>P6</b>	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as stormwater management facilities, retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 300 will not form part of the <i>Planning Act</i> parkland dedication requirements, unless approved by the General Manager of Recreation, Culture and Facility Services Department.	<b>OTTAWA Parks</b>
62.	<b>P7</b>	The Owner agrees the park block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses	<b>OTTAWA Parks</b>

		<p>as identified in the Facility Fit Plan. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
63.	<b>P8</b>	<p>In accordance with the Facility Fit Plan illustrated in the Kanata North CDP, and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park(s) to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the park block.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, at the Owner's sole cost, to a sufficient depth and quality for the park as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	<b>OTTAWA Parks</b>
64.	<b>P9</b>	<p>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 agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical and soils report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical and soils report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical and soils 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 and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>

65.	<b>P10</b>	The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2nd edition 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department	<b>OTTAWA Parks</b>
66.	<b>P11</b>	<p>It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block to provide for positive surface drainage as per the City Standards for Park Fill and rough grading, in accordance with the approved subdivision grading plan(s). All at the expense of the Owner. All works and fill materials are to be approved by the Planning, Development and Building Services prior to being placed on site.</p> <p>Any fill imported to the future park block must be conducted in accordance with the future excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Persons. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation. Copies of all records related to all soils imported to the future park areas must be provided to the City.</p>	<b>OTTAWA Planning Parks</b>
67.	<b>P12</b>	<p>It is the responsibility of the Owner to undertake final grading, including supply of required topsoil for of the park block as per the park working drawings /grading and drainage plan(s). This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services.</p> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> <li>a) Two (2) x 250mm diameter storm service stubs as well as any catchbasins, maintenance holes, and/or ditch inlet catchbasins as required at 2m inside the park property line. One service stub is to be located off Street No. 5 in the general proximity across from Lots 152 to 155 165 to 168, and the other service stub to be located off Street No. 7 in general proximity across from Block 283 299.</li> <li>b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber,</li> </ul>	<b>OTTAWA Planning Parks</b>

		<p>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.</p> <p>c) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line located off Street No. 7. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.</p>	
68.	<b>P13</b>	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> <p>Where Park Block 300 abuts the existing residential lots on Nadia Lane (Lots 12 to 16, Plan 4M-509), fencing requirements will be confirmed through the subdivision detailed design approvals to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Planning Parks</b>
69.	<b>P14</b>	<p>Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Planning, Development and Building Services. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."</p>	<b>OTTAWA Parks</b>
70.	<b>P15</b>	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p>	<b>OTTAWA Parks</b>

		<ul style="list-style-type: none"> <li>a) active hard surface and soft surface recreational facilities</li> <li>b) active lighted sports fields and other lit amenities</li> <li>c) recreation and leisure facilities</li> <li>d) potential community centre</li> <li>e) library</li> <li>f) day care</li> <li>g) other potential public buildings/facilities.</li> </ul>	
71.	<b>P16</b>	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 City shall not be responsible for these items in the event that the City must complete the park.	<b>OTTAWA Parks</b>
72.	<b>P17</b>	<p>The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. 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.</p> <p>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.</p>	<b>OTTAWA Parks</b>
73.	<b>P18</b>	The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager,. Planning, Development and Building Services.	<b>OTTAWA Planning Parks</b>
74.	<b>P19</b>	Prior to the acceptance of park Block 300 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from with the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practices.	<b>OTTAWA Planning Parks</b>

75.	<b>P20</b>	<p>The Owner acknowledges and agrees to erect on the park block at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner</p> <p>The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	<b>OTTAWA Parks</b>
76.	<b>P21</b>	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> <li>• a certificate of insurance that names the City of Ottawa as Additional Insured, and</li> <li>• a letter of credit which covers the full amount of the park construction cost to ensure the work is completed,</li> </ul> <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p>	<b>OTTAWA Parks</b>
77.	<b>P22</b>	<p>The Owner acknowledges and agrees that no work within the right of way in front of, or around, any boundary of the park will be a park cost. All right of way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the right of way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	<b>OTTAWA Parks</b>
78.	<b>P23</b>	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the park block. The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the park works to be paid to the city will be based on the rate per hectare and indexing rate utilized for the park development by the City at the time</p>	<b>OTTAWA Parks</b>



		of registration of the phase of development, which includes the park block(s) plus a 5% administrative fee for City forces to execute the project. The funding for park works will be paid to the city at the time of registration for the phase of development, which includes the park block. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, supply of topsoil, tree removal and services stubbed to within 2.0 m inside the park block(s) will remain a subdivision cost to be covered by the Owner separate from the park funding.	
79.	<b>P24</b>	Prior to registration, the Owner shall ensure Park Block 300 is not be encumbered by Easement Inst's LT437606 & LT437607 and that there is a full release of an easement requirements on the park block, at the Owner's expense. An easement is required for servicing, such as conveyance of stormwater, the Owner, at its sole expense, shall provide mitigation measures to ensure that the design intent of the park block can be achieved. Such work shall include, but not limited to provide culvert and/or structures to allow for pedestrian crossing over the required easement lands, any and all landform works, slope stabilization, barrier or delineation fencing, landscaping and other works that may be required on or within the easement lands to achieve the park design requirements. No park easement works shall be a park budget responsibility.	<b>OTTAWA Parks</b>
80.	<b>P25</b>	The Owner shall, at its sole cost, remove any and all trees required to realize the identified parkland amenities and layout on the Kanata North Urban Expansion Area Community Design Plan Figure 3 Northwest Quadrant Neighbourhood Park Facilities Fit Plan. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring to ensure tree retention can be maximized within the park design process. The removals/clean up will include import of approved soils, compacted, rough graded and leveled in accordance with the park design plan(s).	<b>OTTAWA Parks</b>
81.	<b>P26</b>	The Owner agrees, in accordance with Combined Environmental Impact Statement & Tree Conservation Report (Revised), 1053/1075/1145 March Road, dated November 2019, by McKinley Environmental Solutions, to transplant the identified young White Pines from Feature O, within Blocks 284, 290, 310, 312, 300 on recommendation and approval of the City Forester, as per the park design plan(s), at the Owners cost. The transplanting of the trees will include a minimum 2-year warrantee and maintenance agreement, or otherwise required by the City Forester. All costs associated with tree transplanting will the sole cost of the Owner and shall be included in the subdivision agreement financial schedules.	<b>OTTAWA Parks</b>
82.	<b>P27</b>	The Owner agrees to obtain Ministry of the Environment, Conservation and Parks (MECP) approvals for the Blanding's Turtle fencing requirements	<b>OTTAWA Planning</b>

		between the park block as it abuts the existing residential properties on Nadia Lane (Lot 12 to Lot 16, Plan 4M-509), Any modifications to design plan approvals for the purposes of tree retention within the park block and along the common property line, will be confirmed through the detailed design process for the subdivision to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.	<b>Parks</b>
83.	<b>P28</b>	The Owner agrees, through the Owner's Group Cost Sharing Agreement and/or Parkland Cost Sharing Agreement, to supplement the park budget, as required, to ensure that the identified park recreational amenities shown on the layout for the Kanata North Urban Expansion Area Community Design Plan Figure 3 Northwest Quadrant Neighbourhood Park Facilities Fit Plan are constructed, to City standards, including, but not limited to a mini soccer field, sportsfield fencing, as required, half court basketball, puddle rink, with bunker and lighting, shade shelter, play areas (junior, senior and swings, with sand play), pathways, benches, site furnishings, and landscaping.	<b>OTTAWA Parks</b>
		<b><u>Environmental Constraints</u></b>	
84.	<b>EC2</b>	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the Combined Environmental Impact Statement & Tree Conservation Report 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, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
85.	<b>EC3</b>	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Combined Environmental Impact Statement &amp; Tree Conservation Report (Revised), 1053/1075/1145 March Road, prepared by McKinley Environmental Solutions, dated November 2019 or as amended by condition EC2.</p> <p>The Owner further acknowledges and agrees and summarized below complete a headwaters Drainage Assessment as noted in the Environmental Impact Statement and the Kanata North Environmental Management Plan to determine adequate compensation for the loss of Channel 'F' to the satisfaction of the Mississippi Valley Conservation Authority.</p>	<b>OTTAWA Planning CA</b>

86.	<b>EC4</b>	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	<b>OTTAWA Planning</b>
87.	<b>EC5</b>	<p>The Owner acknowledges that Shirley's Brook and Tributaries are subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.</p> <p>Hazard mapping has been completed for Shirley's Brook and Tributaries. The MVCA regulation limit extends 15 metres from the greatest hazard.</p>	<b>OTTAWA Planning CA</b>
88.	<b>EC6</b>	The Owner agrees to establish a 40 metre wide corridor (Shirley's Brook Tributary 2), described as Block 284, 290 and 310 on the draft plan and "No Touch/No Development" setback from the watercourse (Shirley's Brook Tributary 3), described as Block 302, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Development and Building Services. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Lots 39 to 55, 119 to 136, 179 to 192, 193 to 210, Block 289, 283, 285-287, 292, 309, 311,	<b>OTTAWA Planning CA</b>
89.	<b>EC7</b>	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of Shirley's Brook and Tributaries prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Mississippi Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	<b>OTTAWA Planning CA</b>
90.	<b>EC8</b>	The Owner acknowledges that any proposed works on or adjacent to the (Shirley's Brook and Tributaries) corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	<b>OTTAWA Planning CA</b>
91.	<b>EC9</b>	The Owner shall complete the DFO Self-Assessment process and provide the City and the Mississippi Valley Conservation Authority with a copy of	<b>OTTAWA Planning</b>

		the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	<b>CA</b>
92.	<b>EC10</b>	The Owner agrees that no in-stream works will occur within Shirley's Brook and Tributaries between March 15 and June 30 of any given year.	<b>OTTAWA Planning CA</b>
93.	<b>EC11</b>	The Owner shall convey, at no cost to the City, the following lands: Blocks 284, 290, and 310 comprising the Shirley's Brook Tributary 2 feature and the associated setback and Block 302 comprising the Shirley's Brook Tributary 3 feature. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Development and Building Services. These lands shall not be credited towards determining parkland dedication requirements.	<b>OTTAWA Planning</b>
94.	<b>EC12</b>	The Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services, 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.	<b>OTTAWA Planning CA</b>
95.		<p>The Owner acknowledges that the hazard mapping for Shirley's Brook must be revised to address two aspects of the proposed subdivision design:</p> <ol style="list-style-type: none"> <li>1. The attenuation impacts of the proposed SWM facility (Pond 1).</li> <li>2. The physical realignment of the Shirley's Brook tributary channel, relocate it within the proposed 40 m corridor.</li> </ol> <p>The following will be required for the hazard mapping to be revised:</p> <ol style="list-style-type: none"> <li>1. Provide detailed design for the SWM facility;</li> <li>2. Confirm construction timing for the SWM facility and the realignment of the Shirley's Brook Tributary.</li> <li>3. Provide the detailed design for the SB-T2 realignment as per the EMP and demonstrating that hazards and natural features are contained within the approved 40m corridor.</li> </ol>	<b>CA</b>

		<p>4. Provide as-built confirmation for the realigned SB-T2.</p> <p>5. Provide final design of the SWM facility (Pond 1).</p> <p>6. The submission of an application to the MECP for an Environment Compliance Approval for the stormwater management facility (Pond 1).</p> <p>An Ontario Regulation 153/06 permit will be required prior to the implementation of the proposed re-alignment of Tributary 2 and the construction of the stormwater management facility.</p>	
96.		The Owner agrees to provide, prior to registration, a detailed restoration plan implementing the recommended habitat compensation as described by the Endangered Species Act Approval to the satisfaction to the General Manager, Planning, Development and Building Services, Mississippi Valley Conservation Authority and MECP. The plan shall describe and illustrate the location of all proposed habitat features and wildlife barriers/fences and other structures.	<b>OTTAWA Planning CA MECP</b>
97.		The Owner agrees to provide two watercourse crossings at Street No. 4 and Street No. 12 as per the recommendations in the Combined Environmental Impact Statement & Tree Conservation Report, the Kanata North Community Design Plan and its supporting Environmental Management Plan.	<b>OTTAWA Planning</b>
98.		The Owner acknowledges that habitat for the endangered species Blanding's Turtle ( <i>Emydoidea Blandingii</i> ) was identified as present on or adjacent to the property in the Combined Environmental Impact Statement & Tree Conservation Report and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner agrees to obtain the necessary approvals from the MECP under the regulations of the Endangered Species Act, or provide letter of advice from the MECP indicating that they agree with the findings of the Combined Environmental Impact Statement & Tree Conservation Report that there is no suitable or significant habitat present on the site. The Owner shall maintain a minimum 120 meter buffer, untouched, surrounding the habitat on the site until confirmation has been received from the MECP and any necessary approvals obtained. A copy of the written correspondence and the approval (if required) shall be provided to the General Manager, Planning, Development and Building Services prior to registration and/or the issuance of a Commence Work order.	<b>OTTAWA Planning</b>
99.		The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Open Space Blocks 284, 290, 302, and 310. Fences shall be installed 0.15m on the Open Space Block	<b>OTTAWA Planning</b>

		property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.	
100.		Prior to the acceptance of the Open Space Block 284, 290, 300, 302 and 310 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from within the block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Environment Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practices.	<b>OTTAWA Planning</b>
101.		The Owner shall implement the requirements outlined in the Overall Benefit Permit issued by the Ministry of Environment, Conservation and Parks (Ministry reference number KV-C-002-18) for the Blanding's turtle.	<b>OTTAWA Planning</b>
		<b><u>Schools</u></b>	
102.	<b>SC1</b>	The Owner acknowledges and agrees to reserve Block 308 on the draft plan of subdivision as a high school site for the French Public School Board (Conseil des écoles publiques de l'Est de l'Ontario). The final size, configuration and servicing for the school site shall be to the satisfaction of the French Public School Board and the General Manager, Planning, Development and Building Services.	<b>CEPEO</b>
103.	<b>SC2</b>	The Owner agrees to enter into a legal agreement with the French Public School Board (Conseil des écoles publiques de l'Est de l'Ontario) for the reservation of the designated school site known as Block 308 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	<b>CEPEO</b>
104.	<b>SC3</b>	The Owner agrees to inform prospective purchasers that school accommodation pressure exists 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 directing students to schools outside their community.	<b>OCDSB</b>
105.	<b>SC4</b>	The Owner acknowledges and agrees that the St. Isidore elementary school is adjacent to the plan of subdivision and that the Ottawa Catholic School Board be provided the opportunity to review and comment on the final subdivision configuration as it relates to St. Isidore Catholic Elementary School located at 1105 March Road and that the Owner will arrange a pre-construction meeting with Ottawa Catholic School Board	<b>OCSB</b>

		planning staff prior to construction regarding phasing and servicing of the development.	
		<b><u>Archaeology</u></b>	
106.	<b>ARC1</b>	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> <li>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);</li> <li>ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and</li> <li>iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.</li> </ul> <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services.</p>	<p><b>OTTAWA Planning MTCS</b></p> <p>(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)</p>
		<b><u>Sump Pumps</u></b>	
107.	<b>SP1</b>	<p>Prior to registration or early servicing the Owner acknowledges and agrees to provide, if required, a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning</b>
108.	<b>SP2</b>	<p>The Owner acknowledges requirements for the hydrogeological assessment, if required will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to:</p> <p>requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.</p> <p>This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.</p>	<b>OTTAWA Planning</b>

109.	<b>SP3</b>	The Owner acknowledges to install a complete sump pump system, if required, which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees this will include but not be limited to: <ul style="list-style-type: none"> <li>a. CSA approved sump pump with check valve,</li> <li>b. Design for 200% anticipated flow and maximum head,</li> <li>c. Covered sump pit,</li> <li>d. Backwater valve,</li> <li>e. Back up pump and power supply.</li> </ul>	<b>OTTAWA Planning</b>
110.	<b>SP4</b>	The Owner acknowledges and agrees the costs for the sump pump systems if required, including back- up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.	<b>OTTAWA Planning</b>
111.	<b>SP5</b>	The Owner acknowledges and agrees that in addition to the main sump pump if required, a back-up system will be required with minimum capacity and continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.	<b>OTTAWA Planning</b>
112.	<b>SP6</b>	The Owner acknowledges and agrees, if required only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer.	<b>OTTAWA Planning</b>
113.	<b>SP7</b>	The Owner acknowledges and agrees, if required the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the MSS is to identify the need for sump pump systems where these are required.	<b>OTTAWA Planning</b>
114.	<b>SP8</b>	The Owner acknowledges and agrees, if required all grading plans are to clearly indicate each individual home where a sump pump system is required.	<b>OTTAWA Planning</b>
115.	<b>SP9</b>	The Owner acknowledges and agrees, if required to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Development and Building Services if sump pumps are required, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.	<b>OTTAWA Planning</b>



116.	<b>SP10</b>	The Owner acknowledges and agrees, if required that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. If sump pump systems are required, the Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.	<b>OTTAWA Planning</b>
		<b><u>Stormwater Management</u></b>	
117.	<b>SW1</b>	<p>The Owner shall provide 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 any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning CA</b>
118.	<b>SW2</b>	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format;</li> <li>iii. have said plans approved by the General Manager, Planning, Development and Building Services, and</li> <li>iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</li> </ul> <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	<b>OTTAWA Planning CA</b>
119.	<b>SW3</b>	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services through a Professional Engineer, licensed in the province of	<b>OTTAWA Planning</b>

		Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	
120.	<b>SW4</b>	The Owner agrees to maintain the stormwater management pond accordance with the recommendations of the Stormwater Management Plan until such time as the stormwater management pond has been given Final Acceptance and assumed by the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
121	<b>SW5</b>	The Owner acknowledges and agrees that the City shall not assume thstormwater management pond until a maximum of 80% of the tributary area of the pond is constructed and occupied, or at an earlier agreed upon date to the satisfaction of the General Manager, Planning, Development, and Building Services. Prior to Final Acceptance, all outstanding deficiencies must be corrected and a clean-out of any accumulated sediments within the facility must be undertaken to return the facility to an as-designed/as-constructed state, to the satisfaction of the General Manager, Planning, Development and Building Services. Accumulated sediment removed from the facility shall be disposed of off-site in accordance with Excess Soils regulations.	<b>Ottawa Planning</b>
121.	<b>SW6</b>	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
122.	<b>SW7</b>	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 General Manager, Planning, Development and Building Services prior to the commencement of any Works.	<b>OTTAWA Planning</b>
123.	<b>SW8</b>	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that some of the rear yards within this Subdivision are to be used for stormwater drainage and conveyance of infrequent storm events. Pool installations and or grading alterations and/or coach houses on some of the lots on some of the lots may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of modification on any individual lot. The Owner further acknowledges to obtain approval of the General Manager, Planning, Development and Building Services of the City of Ottawa prior to</p>	<b>OTTAWA Legal</b>

		undertaking any grading alterations or installing a pool on any lot within this Subdivision. It is further acknowledged and agreed that a pool may not be permitted on all lots.	
124.	<b>SW9</b>	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains 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 will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
125.	<b>SW10</b>	The Owner shall ensure the stormwater management pond is to accommodate all drainage areas as specified in all documents prepared for the Kanata North Urban Expansion Area – Community Design Plan, dated June 28, 2016, prepared by Novatech. a.	<b>OTTAWA Planning</b>
126.	<b>SW11</b>	The Owner acknowledges and agrees that the securities for the removal of accumulated sediment, in the section of submerged pipe at the inlet of the pond, during construction and prior to Final Acceptance, for a total of \$30,000.00, will be released after completion of the Works, to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning SWM</b>
127.	<b>SW12</b>	<p>The City will release the securities for the stormwater management subject to the following provisions:</p> <p>The Final Acceptance for the works will require:</p> <ul style="list-style-type: none"> <li>• removal of the temporary outlet structure, restoration and related drainage Works</li> <li>• as-builts drawings;</li> <li>• a substantial completion inspection where all deficiencies are corrected;</li> <li>• CCTV of the pipe section upstream of the inlet for submerged sewers;</li> <li>• CCTV of the 200mm perforated subdrain along the perimeters of the upper and lower ponds to the extent that the cameras can reach from each port.</li> <li>• Professional Engineer's certificate that the 150mm subdrains have been constructed to current standards and as per the approved design.</li> </ul>	<b>OTTAWA Planning SW</b>

		<ul style="list-style-type: none"> <li>• F1 and F2 landscaping signoffs for all landscaping works within the SWM pond block, including the successful establishment of the shoreline fringe</li> <li>• Removal of all invasive plant species from the SWM pond block (ie. poison parsnip and phragmites)</li> <li>• Operations and Maintenance manual</li> <li>• Sediment Forebay Clean-out to original design grades and all sediment shall be removed off site in accordance with excess soils regs. Hauling records and location of final disposal shall be provided to the City for their records.</li> </ul>	
128	<b>SWM 13</b>	<p><u>SWM Pond landscaping:</u></p> <p>The Owner acknowledges that organic soils have been provided for part of the stormwater management pond landscaping as an alternative to hydric soils required as per the City's Stormwater Management Facility Design Guidelines. At the time of the stormwater management pond final acceptance and assumption by the City, the owner agrees to remediate any deficiency resulting from the use of organic soil to the satisfaction of the General Manager, Infrastructure and Water Services.</p>	<b>OTTAWA Planning SWM</b>
128.		<p>The Owner acknowledges and agrees that the Kanata North Landowners Group shall provide a one time monetary contribution of \$900,000 plus applicable HST to the City of Ottawa for the implementation of the Option 2 works as generally outlined in the Kanata North Environmental Management Plan, Stormwater Management Solution Addendum: Shirley's Brook at March Valley Road, prepared by Novatech, dated XXXX. The Owner acknowledges and agrees that the City of Ottawa implementation of Option 2 works may vary from those outlined in the above mentioned Addendum, pending further analysis by the City as deemed appropriate, without further contribution from the Kanata North Landowners Group. The one-time monetary contribution shall be provided prior to the registration of any plan of subdivision application within the Kanata North Community Design Plan area. The Owner acknowledges and agrees that these are not works included in the City's Development Charge Background Studies or Development Charge By-laws.</p> <p>The Owner acknowledges and agrees that the Environmental Assessment Addendum that identifies Option 2 works as the preferred scenario will be completed prior to registration of any plan of subdivision within the Kanata North Community Design Plan area.</p>	<b>OTTAWA Planning Asset Management</b>
		<b><u>Sanitary Services</u></b>	

129.	<b>SS1</b>	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
130.	<b>SS2</b>	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, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
131.	<b>SS3</b>	<p>As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;</li> <li>b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;</li> <li>c) provide and install conduits as required by each utility;</li> <li>d) provide and install transformer security walls when a 3.0 metres 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</li> <li>e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.</li> </ul>	<b>OTTAWA Planning</b>
132.		The Owner acknowledges the sanitary overflow at the March pump station may not provide relief to the Kanata North Urban Expansion Area during pump station failure. An updated hydraulic gradeline analysis is to be undertaken by the Owner prior to registration to ensure no impact to the proposed development.	<b>OTTAWA Planning</b>
		<b><u>Water Services</u></b>	
133.	<b>W1</b>	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall pay all related costs, including the cost of connection, inspection and	<b>OTTAWA Planning</b>

		sterilization by City personnel, as well as the supply and installation of water meters by the City.	
134.	<b>W2</b>	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 Real Estate . This analysis shall be submitted to General Manager, Planning, Development and Building Services for review and approval as part of the water plant design submission.	<b>OTTAWA Planning</b>
	<b>W3</b>	<p>The Owner agrees to install a temporary watermain, if required, to ensure each development phase meets the City's requirements for a reliable water supply. Where applicable, an easement will be granted to the City for access and maintenance of the temporary watermain.</p> <p>The Owner further agrees to decommission the temporary watermain, at its own cost and to the satisfaction of the General Manager, Planning, Development and Building Services, once the subsequent phase(s) are developed.</p>	<b>Ottawa Planning</b>
135.	<b>W4</b>	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, Development and Building Services.	<b>OTTAWA Planning</b>
136.	<b>W5</b>	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.	<b>OTTAWA Planning</b>
137.	<b>W6</b>	The owner acknowledges and agrees to provide a Water Age Analysis prior to early servicing or registration, whichever comes first, which reflects their proposed annual construction phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Infrastructure and Water Services.	<b>OTTAWA Planning</b>
138.	<b>W6</b>	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 not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>

	<b><u>Hydrogeology</u></b>	
139.	<p><b>Hydrogeological Baseline Water Quality Sampling Program</b></p> <p>Prior to early servicing or registration, whichever comes first, the Owner shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval by the City, in accordance with recommendations in the Council approved Environmental Management Plan dated June 28, 2016 prepared by Novatech. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the City.</p> <p>The Owner agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties that are either wholly or partially within the 500 metre boundary as recommended in the Council approved Environmental Management Plan as mentioned above. All properties within this designated boundary are to be sampled. Any exception will require a thorough rationale documenting why the property could not be sampled.</p> <p>Contingency Plan in the case of a complaint filed with the City with respect to impact on a domestic water supply by a residence identified in the Hydrogeological Baseline Water Quality Sampling Program, unless otherwise indicated in writing by the City, the Owner shall provide a temporary water supply within twelve (12) hours of a legitimate complaint. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of the complaint to the City for review. Should the General Manager, PDBS , determine that there is a long-term problem (i.e. more than a few days) and that the cause of the problem is the Subdivision, the Owner shall provide the residence with a permanent water supply in a timely manner and with equivalent or better quality and quantity, consisting of either:</p> <ul style="list-style-type: none"> <li>a) The lowering of the well pump, should it be determined that the available drawdown has been reduced as a result of the development; or, if this measure does not resolve the problem,</li> <li>b) A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including the abandonment of the existing well; or, if this measure does not resolve the problem,</li> <li>c) The extension of the water distribution system and connection to the municipal water supply, including all associated cost to bring the service to the house, including the abandonment of the existing well.</li> </ul> <p>The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible.</p>	<b>OTTAWA Planning</b>

140.		<p>Well Replacement Securities</p> <p>The owner acknowledges and agrees securities, in the amount of \$2,000,000.00, will be provided for remediation of defective well(s) as per Condition HG1. These securities will be held until one (1) year after Substantial Completion of any infrastructure and foundation works, as well as, no legitimate complaints received within the active well monitoring program area, all to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
141.		<p>Sentry Well Monitoring Program</p> <p>Prior to early servicing or registration, whichever comes first, the Owner shall submit a Sentry Well Monitoring Program Plan, for review and approval by the City, in accordance with recommendations in the Council approved Environmental Management Plan dated June 28, 2016 prepared by Novatech. Continuous water level monitoring of the sentry wells needs to occur over multiple seasons prior to commencement of construction as well as during construction. Water quality sampling and testing of the sentry wells will be required to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
		<b><u>Serviced Lands</u></b>	
142.	<b>SL1</b>	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services, and/or the Province:</p> <ol style="list-style-type: none"> <li>Watermains;</li> <li>Sanitary Sewers;</li> <li>Storm Sewers;</li> <li>Roads and traffic plant(s);</li> <li>Street Lights;</li> <li>Sidewalks;</li> <li>Landscaping;</li> <li>Street name, municipal numbering, and traffic signs;</li> <li>Stormwater management facilities; and</li> <li>Grade Control and Drainage.</li> </ol>	OTTAWA Planning
143.	<b>SL2</b>	<p>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.</p>	OTTAWA Planning
144.	<b>SL3</b>	<p>The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the</p>	OTTAWA Planning



		satisfaction of the General Manager, Planning, Development and Building Services.	
145.	<b>SL4</b>	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
		The Owner shall not be entitled to a building permit until the March Road sanitary sewer and watermain extension is in service. All are to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
		<b><u>Utilities</u></b>	
146.	<b>U1</b>	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	<b>OTTAWA Planning</b>
147.	<b>H1</b>	The Owner shall pre-consult with Hydro Ottawa for 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.	<b>Hydro Ottawa</b>
148.	<b>H2</b>	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	<b>Hydro Ottawa</b>
149.	<b>H3</b>	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.	<b>Hydro Ottawa</b>

150.	<b>H4</b>	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	<b>Hydro Ottawa</b>
151.	<b>H5</b>	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	<b>Hydro Ottawa</b>
152.	<b>H6</b>	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	<b>Hydro Ottawa</b>
153.	<b>H7</b>	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	<b>Hydro Ottawa</b>
154.	<b>H8</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 place plantings 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.	<b>Hydro Ottawa</b>
155.	<b>H9</b>	The Owner is advised that there are overhead medium voltage overhead lines to the east side of the property along March Road. The Owner shall ensure that no personnel or equipment encroaches within three metres (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>Hydro Ottawa</b>
156.	<b>H10</b>	The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development	<b>Hydro Ottawa</b>

		<p>is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.</p>	
		<b><u>Fire Services</u></b>	
157.	<b>FUS1</b>	<p>The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Services.</p>	<b>OTTAWA Planning</b>
158.	<b>FUS2</b>	<p>The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing</p>	<b>OTTAWA Planning</b>

		shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services.	
159.	<b>FUS3</b>	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Transferee agrees to include this clause in any future purchase and sale agreements</p>	<b>OTTAWA Planning</b>
160.	<b>FUS4</b>	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services.	<b>OTTAWA Planning</b>
161.		The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, Plan 4R-33375 Part 1, without the written approval of the General Manager, Emergency and Protective Services Department.	<b>OTTAWA Emergency Services</b>
<u>162.</u>		The Owner acknowledges and agrees to install at the time of subdivision servicing and at its expense sanitary and storm sewer services, water and hydro services stubbed 2m inside the Fire Hall block (Part 1 on 4R-33375) property line. The dimension and final configurations of the services will be determined through the detail design process. The Owner is also responsible to ensure the service(s) are included on the approved CUP drawings.	<b>OTTAWA Emergency Services</b>
		<b><u>Noise Attenuation</u></b>	

163.	<b>N1</b>	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services. The Study shall comply with:</p> <ul style="list-style-type: none"> <li>i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and</li> <li>ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning.</li> </ul> <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	<b>OTTAWA Planning</b>
164.	<b>N2</b>	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, Development and Building Services, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	<b>OTTAWA Planning</b>
165.	<b>N4</b>	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	<b>OTTAWA Planning Legal</b>
		<p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing road 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."</p>	
		<p>Warning Clause Type B:</p> <p>"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 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."</p>	
		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."	
		<b><u>Land Transfers</u></b>	
166.	<b>LT1</b>	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> <li>i. Pathway, Walkway or Servicing Blocks – Block 288, 305, 291</li> <li>ii.</li> <li>iii. Watercourses (buffer strips/riparian corridors) – Block 284, 290, 302, 310</li> <li>iv. Park Blocks – Block 300</li> <li>v. Storm Water Management Blocks – Block 312</li> <li>vi. Road Widening Blocks – Blocks 317, 318, 319</li> <li>vii. 0.3 m Reserve Blocks – To be shown on final 4M plan</li> <li>viii. Daylighting Triangles – None</li> <li>ix. Transit Corridors – None</li> <li>x. Wetlands – None</li> <li>xi. Future Roadblocks – Block 277 and 301</li> </ul>	<b>OTTAWA Planning Legal</b>
167.	<b>LT2</b>	The Owner agrees to 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.	<b>OTTAWA Planning Legal</b>
168.		The Owner covenants and agrees to convey Block 313 to the City for a Park and Ride. This shall be at market value and occur no later than the	<b>OTTAWA Transit Legal</b>

		registration of the final phase of the Owner's draft approved land pursuant to application D07-16-18-0023.	
		<b><u>Blasting</u></b>	
169.	<b>B1</b>	<p>The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agrees to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p> <p><u>The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.</u></p>	<b>OTTAWA Planning</b>
		<b><u>Development Charges By-law</u></b>	
170.	<b>DC1</b>	<p>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.</p>	<b>OTTAWA Planning Legal</b>

171.	<b>DC2</b>	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	<b>OTTAWA Planning Legal</b>
172.	<b>DC3</b>	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for Buckbean Avenue and March Road intersection 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 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.	<b>OTTAWA Planning Legal</b>
173.	<b>DC4</b>	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</li> <li>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</li> <li>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</li> </ul> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, "discounted portion" means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p>	<b>OTTAWA Planning Legal</b>



		“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.	
		<b><u>Survey Requirements</u></b>	
174.	<b>Surv1</b>	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	<b>OTTAWA Planning</b>
175.	<b>Surv2</b>	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	<b>OTTAWA Surveys</b>
176.	<b>Surv3</b>	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	<b>OTTAWA Surveys</b>
		<b><u>Closing Conditions</u></b>	
177.	<b>C1</b>	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	<b>OTTAWA Legal</b>
178.	<b>C2</b>	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	<b>OTTAWA Legal</b>
179.	<b>C3</b>	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	<b>OTTAWA Planning Revenue</b>
180.	<b>C4</b>	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 182 have been fulfilled.	<b>OTTAWA Planning</b>
181.	<b>C5</b>	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services 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, Development and Building Services may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	<b>OTTAWA Planning</b>
182.	<b>C6</b>	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>January 13, 2025</i> the draft	<b>OTTAWA Planning</b>

	approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	
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<sup>i</sup> For Clearing Agencies:

“Planning” refers to Planning Services.

“LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).

“CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

“MTCS” refers to the Ministry of Tourism, Culture and Sport.

“Revenue” refers to Revenue Services.

“Surveys” refers to Surveys & Mapping/City Surveyor.