

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**1910753 ONTARIO LTD**  
**PLAN OF SUBDIVISION, 1086 ANTOCHI LANE**  
**VILLAGE OF MANOTICK**  
  
**DRAFT APPROVED 17/06/2025**

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The City of Ottawa's conditions applying to the draft approval 1910753 ONTARIO LTD's Subdivision (File No. D07-16-23-0003), 1086 Antochi Lane, are as follows:

•	<p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated December 18, 2024, showing two (2) Residential blocks (Parcels of Tied Land to be created through Lifting of Part Lot Control or Consent), four (4) Common Elements blocks and one (1) Open Space 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) <b>Adequacy of Public Services and Conceptual Stormwater Management Report</b>, prepared by Novatech, dated February 3, 2023, revised December 21, 2023</li> <li>2) <b>Environmental Impact Statement and Tree Conservation Report</b>, prepared by Muncaster Environmental Planning Inc., dated February 9, 2023</li> <li>3) <b>Heritage Impact Assessment</b>, prepared by Contentworks Inc., dated January 28, 2023</li> <li>4) <b>Fluvial Geomorphology and Erosion Hazard Assessment</b>, (Rev.1) prepared by Geomorphix, dated November 16, 2023</li> <li>5) <b>Geotechnical Investigation, Proposed Residential Development, 1086 Antochi Lane</b>, prepared by Gemtec, dated June 14, 2024</li> <li>6) <b>Phase One Environmental Site Assessment</b>, prepared by Gemtec, dated January 4, 2022</li> <li>7) <b>Preliminary Grading and Servicing Plan</b>, prepared by Novatech, dated February 3, 2023, revision 6 dated September 5, 2024</li> <li>8) <b>Topographic Plan of Survey of Part of Lot 4, Concession A (Broken Front), Geographic Township of North Gower, City of Ottawa</b>, prepared by Annis, O'Sullivan, Vollebakk Ltd., dated April 29, 2021.</li> <li>9) <b>Conceptual Landscape Plan</b>, prepared by Novatech, dated August 15, 2024, revision 6 dated December 19, 2024</li> </ol> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
	<p>The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.</p>	
	<p><b><u>General</u></b></p>	<p><b><u>Clearing Agency<sup>1</sup></u></b></p>

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.		<p>The Owner acknowledges and agrees that the following changes will be reflected on the draft 4M-Plan:</p> <ol style="list-style-type: none"> <li>1) Revise Block 4 to correspond only with the private road, surface parking areas, common element landscaped areas adjacent to the private road, and walkway to Orchard Hollow Park</li> <li>2) Add new common elements block to correspond with the landscaped area and pump station north of the private road between Antochi Lane, Block 1 and Block 5.</li> </ol> <p>The Owner acknowledges and agrees to provide a revised Concept Plan reflecting the above revisions.</p>	
3.	<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, 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 Planning Application Fees By-law.</p>	<b>OTTAWA Planning</b>
4.	<b>G4</b>	The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.	<b>OTTAWA Legal</b>

		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.	
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>Zoning</u></b>	
6.	<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>
7.	<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-laws.	<b>OTTAWA Planning</b>
		<b><u>Highways/Roads</u></b>	
8.	<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 shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>
9.	<b>HR11</b>	All private streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	<b>OTTAWA Planning BCS</b>

10.	<b>HR14</b>	<p>The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> <li>a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private road (Block 4), common landscaped areas in Blocks 4, 5 and X, and private pumping station, such agreement to be to the satisfaction of the City Solicitor.</li> <li>b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel.</li> <li>c) install the private infrastructure services in accordance with the staging schedule approved by the City.</li> </ul>	<b>OTTAWA Planning Legal</b>
		<b><u>Geotechnical</u></b>	
11.	<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 slope;</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> <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>	<b>OTTAWA Planning</b>

12.	<b>GT3</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Shear Vane analysis including remolded values per ASTM D2573.</li> <li>b) 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>c) Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</li> <li>d) 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>e) 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>	<b>OTTAWA Planning</b>
13.	<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>	
14.	<b>S2</b>	<p>The Owner shall construct a 1.8-metre-wide asphalt pathway at the following locations:</p> <ul style="list-style-type: none"> <li>• Within Block 4, at the terminus of the private road connecting the private road to the future pathway in Orchard Hollow Park.</li> </ul>	<b>OTTAWA Planning</b>
15.	<b>S6</b>	<ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>• 0.15 metres within the parcel boundary of Blocks 4, 5 and X adjacent to the residential development identified as 1101 Antochi Lane</li> <li>• 0.15 metres within the parcel boundary of Block 6 adjacent to the residential developments identified as 1100 Antochi Lane and 1099 Orchard Hollow Drive</li> </ul> </li> <li>b) All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no</li> </ul>	<b>OTTAWA Planning</b>

		<p>greater than 37 millimetres in order to comply with the applicable part of the Pool Enclosure By-Law.</p> <p>c) 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 private property.</p>	
16.	<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>• 0.15 metres within Block 3 along the boundary between Blocks 1 and 5</li> </ul> <p>b) All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 millimetres in order to comply with the applicable part of the Pool Enclosure By-Law.</p> <p>c) The Owner agrees that any vinyl-coated chain link fence required to be installed, with the exception of park fencing, shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Condition 25 (Parks condition P13) for details.</p>	<b>OTTAWA Planning Parks</b>
17.	<b>S10</b>	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by the Owner, along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	<b>OTTAWA Planning</b>
		<b><u>Landscaping/Streetscaping</u></b>	
18.	<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</p>	<b>OTTAWA Planning Forestry</b>

		<p>fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>All of the aforementioned shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	
19.	<b>LS2</b>	<p>The Owner agrees that for all single detached and semi-detached lots, 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>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>	<b>OTTAWA Planning Forestry</b>
20.	<b>LS3</b>	<p>In areas of sensitive marine clay soils, as determined by the approved Geotechnical Investigation, the following shall be provided:</p> <ul style="list-style-type: none"> <li>a) The landscape plan shall include a note indicating that it has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services.</li> <li>a) 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.</li> </ul>	<b>OTTAWA Planning</b>
		<b><u>Tree Conservation</u></b>	
21.	<b>TC2</b>	<p>The Owner acknowledges and agrees that if any existing tree, which has been identified for retention in the City-approved tree conservation report, is damaged or destroyed in any way whatsoever during the development, the Owner will be required to provide compensation in the form of a replacement tree, of a size and species to be determined by the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning</b>

22.	<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>
		<b><u>Parks</u></b>	
23.	<b>P1</b>	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide Cash-in-lieu of Parkland on the subject lands within Ward 21 such value of the land to be determined by the City's Realty Services Branch, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Applicant shall bear the cost of any appraisal costs incurred by the City.	<b>OTTAWA Parks</b>
24.	<b>P2</b>	<p>The Owner covenants and agrees that the parkland dedication requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, as amended:</p> <p>For cash-in-lieu of conveyance of parkland (residential &gt; 18 units/net ha):</p> <p>b) one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares</p> <p>or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services, based on the estimated 19 units in this subdivision, with a net-unit gain of 9 units, for a parkland dedication requirement of 0.009 hectares. In the event that the number of units change, the required parkland dedication will also change.</p>	<b>OTTAWA Parks</b>
25.	<b>P13</b>	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five (5) feet (1.5 metres), 0.15 metres within Block 3 adjacent to Blocks 1 and 5, 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, as amended. 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.	<b>OTTAWA Parks</b>
26.	<b>P14</b>	<p>No access from Block 1, 5 and 6 to Orchard Hollow Park or Block 3 will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that gates accessing public property are not permitted in the fences."</p>	<b>OTTAWA Parks</b>

27.	<b>P16</b>	<p>The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:</p> <p>The Owner, or any subsequent Owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:</p> <p>“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities.”</p> <p>“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”</p>	<b>OTTAWA Parks</b>
		<b><u>Special Conditions – Orchard Hollow Park and Block 3 Improvements</u></b>	
28.	<b>SpO1</b>	<p>Prior to registration of the Subdivision Agreement, the Owner shall convey Open Space in the amount of 150 square metres to the City, at no cost to the City, being Block 3 on the Draft Plan of Subdivision. It is acknowledged that as encumbered land, it will not be considered as parkland dedication pursuant to the <i>Planning Act</i>. The block is adjacent to the existing City-owned Orchard Hollow Park.</p>	<b>OTTAWA Parks</b>
29.	<b>SpO2</b>	<p>The Owner shall be responsible for the construction and installation of the base park improvements for Block 3 (the 'Base Park Improvements') at their sole expense.</p> <p>The Base Park Improvements will include the following:</p> <ul style="list-style-type: none"> <li>a) Demolition, removal and disposal of all existing materials, structures and foundations;</li> <li>b) Grading (including cut and/or fill) where necessary to bring the Open Space block to existing park grades and to provide positive surface drainage</li> <li>c) Topsoil supply and placement, minimum of 150 mm;</li> <li>d) Seed and/or sod #1 nursery grade or equivalent value;</li> <li>e) Fencing to City standard</li> </ul>	<b>OTTAWA Planning Parks</b>

		All work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
30.	<b>Sp03</b>	The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under or above Block 3. Any utilities presently located within Block 3 must be relocated at the Owner's sole expense.	<b>OTTAWA Parks</b>
31.	<b>Sp04</b>	Notwithstanding the transfer of Block 3, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Block 3, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Subdivision Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of Block 3.	<b>OTTAWA Parks</b>
32.	<b>Sp05</b>	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade Block 3 where necessary to meet existing Park grades and provide for positive surface drainage across Block 3. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within Block 3 accordingly as per the City Standards for Park Fill and Rough Grading, all at the expense of the Owner.</p> <p>Any fill imported to Block 3 must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. 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 Person as defined in the regulation.</p> <p>Copies of all records related to all soils imported to Block 3 must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	<b>OTTAWA Parks</b>
33.	<b>Sp06</b>	Protection of Public Park Land:	<b>OTTAWA Parks</b>

		<p>a) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Block 3 or Orchard Hollow Park.</p> <p>b) The Owner shall cause the lands conveyed as Block 3 to the City, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Block 3 of the Draft Plan. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Development and Building Services.</p> <p>c) The Owner shall install tree protection fencing around the tree(s) to be retained within Block 3 and Orchard Hollow Park. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>d) Trees or shrubs which have been or are hereafter removed from Block 3 shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.</p>	
34.	<b>Sp07</b>	The Owner acknowledges and agrees to plant a minimum of three trees within Orchard Hollow Park, approximately as depicted in the Conceptual Landscape Plan. All work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	<b><u>Ottawa Parks</u></b>
35.	<b>Sp08</b>	<p>The Owner agrees to design and construct fully accessible, 1.8-metre-wide walkways and related works in Orchard Hollow Park at the following locations:</p> <ul style="list-style-type: none"> <li>• From the boundary of Block 4, through Orchard Hollow Park, to the cul-de-sac at the easterly terminus of Orchard Hollow Drive – to be constructed of asphalt</li> <li>• From Orchard Hollow Drive to the two existing park benches – to be constructed of stone dust</li> </ul> <p>Prior to construction of the above walkways, the Owner agrees to prepare a Landscape Plan showing the location and dimension of the walkways to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.</p>	<b><u>Ottawa Parks</u></b>
36.	<b>Sp09</b>	The Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements to Block 3 for the purposes of including said costs within and for Schedule 'B' financials of this agreement.	<b><u>Ottawa Parks</u></b>

		<p>The Owner shall submit a cost estimate for the works associated for planting and pathway works within Orchard Hollow Park, being Block 9 and 10 on Plan 4M-574, for the purposes of including said costs within and for Schedule 'B' financials of this agreement.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.</p> <p>Prior to registration of the subdivision 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>• the amount required to complete the associated works included in a letter of credit which covers the total costs of works in Block 3 and Orchard Hollow Park.</li> </ul> <p>The Owner will hereby be granted consent to enter at no cost to complete the works. All is to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.</p>	
37.	<b>SpO10</b>	The construction of the Base Park Improvements to Block 3 and improvements to the Orchard Hollow Park shall be completed within two years of subdivision registration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
		<b><u>Environmental Constraints</u></b>	
38.	<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 environmental impact statement 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>
39.	<b>EC3</b>	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Study, Muncaster Environmental Planning, dated 2023 February 9:</p> <p>a) Roof runoff is to be collected in rain barrels or other devices, with the runoff diverted to permeable areas;</p>	<b>OTTAWA Planning CA</b>

		<p>b) Except for portions of the outer 10 metres for passive amenity use, the setback area should be allowed to naturalize without regular mowing. Consideration should be given to develop butterfly gardens with native species or similar native habitat. The existing deciduous trees along the shoreline and others in the setback will be retained;</p> <p>c) No tree removal or other site disturbances, other than for an active park in the outer 10 metres of the setback, are to occur within the 30-metre setback area of the Rideau River. A flat topography and vegetated setback with trees along the shoreline will provide good protection for the adjacent Rideau River habitat, and exceed what is currently provided;</p> <p>d) The trees to be retained in the outer portion of the 30-metre shoreline setback are to be protected with sturdy temporary fencing, at least 1.3 metres in height, to ensure the retained trees are not impacted by the construction. The protective fencing is to be installed at the outer limits of the critical root zone (ten times trunk diameter) of the retained trees. Signs, notices or posters are not to be attached to any tree. No grading, heavy machinery traffic, stockpiling of material, machinery maintenance and refueling or other activities that may cause soil compaction to occur within the critical root zone of the trees to be retained and protected. All of the supports and bracing for the protective fencing should be placed outside of the protected area and should be installed in such a way as to minimize root damage. Also, since the desired effect of the barrier is to prevent construction traffic from entering the trees critical root zone, the barrier should be kept in place, maintained, and repaired when needed until all site servicing and construction have been completed.</p>	
40.	<b>SpEC</b>	<p>The Owner acknowledges and agrees that any internal footpath across Block 5 to access the waterfront from the rear yards of any residential lot within Block 1 shall be limited to one (1) footpath per lot, no more than two (2) metres in width and must be surfaced with wood chips or other natural and permeable materials. The Owner further acknowledges and agrees that the path shall not be linear and shall follow a natural course based on no or minimal removal of vegetation from within Block 5.</p> <p>The Owner shall place the following clause in the Condominium Agreement and each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that any internal footpath across Block 5 to access the waterfront from the rear yards of any residential lot within Block 1 shall be limited to one (1) footpath per lot, no more than two (2) metres in width and must be surfaced with wood chips or other natural and permeable materials. The path shall</p>	

		not be linear and shall follow a natural course based on no or minimal removal of vegetation from within Block 5.”	
41.	<b>EC5</b>	The Owner acknowledges that the Rideau River is subject to the Rideau 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.	<b>OTTAWA Planning CA</b>
42.		The Owner acknowledges and agrees that the required 30-metre setback from the Rideau River will be comprised of a 20-metre “No Touch/No Development” setback from the watercourse, and a further 10-metre rear yard setback. The 20-metre setback shall be incorporated into the zoning provisions and established as part of Block 5 (Common Elements block) as described on a legal plan. The 10-metre rear yard setback shall be incorporated into the zoning provisions. The watercourse setback and rear yard setbacks shall be identified within the Condominium Agreement and/or Site Plan Agreement and in the agreements of purchase and sale for all lots within Block 1. All of the above shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning CA</b>
43.	<b>EC7</b>	The Owner shall erect protective fencing and sediment and erosion control measures as per an approved erosion and sediment control plan prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse and prevent wildlife from accessing the site during construction to the satisfaction of the General Manager, Planning, Development and Building Services. 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>
44.	<b>EC8</b>	The Owner acknowledges that any proposed works on or adjacent to the Rideau River 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>
45.	<b>EC12</b>	Where required, 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	<b>OTTAWA Planning CA</b>

		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.	
46.	<b>EC13</b>	The Owner shall prepare a landscape plan for the riparian area, setback to the Rideau River to implement the naturalization described in the EIS.	<b>OTTAWA Planning CA</b>
		<b><u>Conservation Authority</u></b>	
47.		The proposed development is located along the Rideau River and is subject to floodplain and regulations along the shoreline of the River. The Rideau Valley Conservation Authority (RVCA) is satisfied with the review of existing conditions and natural hazards on the subject lands. While development envelopes are proposed to be located outside of the RVCA's regulated limit, it should be noted that any grading, shoreline alterations as well as potential future construction (such as docks) are subject to approval from the Conservation Authority. As such, the RVCA requests the opportunity to review draft conditions of approval for the subdivision to ensure that they are aligned with the regulatory function of the <i>Conservation Authorities Act</i> .	<b>CA</b>
		<b><u>Parks Canada</u></b>	
48.		<p>Parks Canada conditions of approval:</p> <ul style="list-style-type: none"> <li>a) All buildings shall be situated outside the 30-metre buffer zone of the Rideau Canal World Heritage Site;</li> <li>b) Lands rezoned as Open Space shall include those within 30 metres of the water, with a minimum 20-metre undisturbed vegetated buffer zone along the waterfront, re-naturalized and maintained with native species;</li> <li>c) Completion of a landscape plan which contains re-naturalization with native species of a minimum 20-metre buffer zone along the waterfront;</li> <li>d) Recommendations of the Heritage Impact Statement and EIS included in the final Subdivision Agreement;</li> <li>e) Text in the Subdivision Agreement and/or Condominium Agreement and/or Site Plan Agreement requiring the use of natural materials (stone and wood) and muted colours to help reduce the visual impact of the buildings when viewed from the canal; and</li> <li>f) Text to the in the Subdivision Agreement and/or Condominium Agreement and/or Site Plan Agreement acknowledging Parks Canada's permitting approval process for all in-water and shoreline works and related activities, including those supporting stormwater management and soil and erosion control measures.</li> </ul>	<b>Parks Canada</b>

49.		The Parks Canada Rideau Canal Office is an approval authority for all in-water and shoreline works along the Rideau Canal. If a future lot owner wishes to carry out any in-water and shoreline works, the Rideau Canal Office must be contacted. Written approval must be obtained prior to the commencement of construction. Work must adhere to the Policies for In-water and Shoreline Works and Related Activities. Each application will be reviewed on a case-by-case basis and will consider site characteristics including but not limited to existing in-water infrastructure on the subject property, narrow lot widths and safe navigation of the canal. The Parks Canada/Rideau Canal permitting staff can be reached at <a href="mailto:on-rc-cr.permits@pc.gc.ca">on-rc-cr.permits@pc.gc.ca</a> .	<b>Parks Canada</b>
		<b><u>Phase 2 Environmental Site Assessment</u></b>	
50.	<b>ESA1</b>	The Owner shall be required to submit to the General Manager, Planning, Development and Building Services a Phase 2 Environmental Site Assessment. The ESA shall confirm that all or part of the site will be suitable for the proposed residential use and conveyance of the Block 3 lands in accordance with O.Reg. 153/04.	<b>OTTAWA Planning</b>
		<b><u>Record of Site Condition / Contaminated Soil</u></b>	
51.	<b>RSC1</b>	The Owner shall be required to submit to the General Manager, Planning, Development and Building Services and Chief Building Official, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.	<b>OTTAWA Planning BCS</b>
		<b><u>Schools</u></b>	
52.		<p>The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale, and place the following notice on title for all the affected Lots and/or Blocks, which shall be covenants running with the subject lands:</p> <p>"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms</p>	<b>OCDSB</b>

		<p>and/or by directing students to school outside their community."</p> <p>"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."</p>	
		<b><u>Archaeology</u></b>	
53.	<b>ARC1</b>	<p>The Owner is required to undertake a Stage 2 Archaeological Assessment as the lands are identified as having archaeological potential.</p> <p>a) The Owner is 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);</p> <p>b) The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and</p> <p>a) The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.</p> <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism, Culture and Sport 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>	
54.	<b>SP1</b>	<p>Prior to registration or early servicing, the Owner acknowledges and agrees to provide 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>
55.	<b>SP2</b>	<p>The Owner acknowledges requirements for the hydrogeological assessment 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> <ul style="list-style-type: none"> <li>requirements for the identification of the pre-development high water table,</li> </ul>	<b>OTTAWA Planning</b>

		<ul style="list-style-type: none"> <li>• anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes),</li> <li>• the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and</li> <li>• estimated rate of groundwater ingress for both long-term and transient conditions.</li> </ul> <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>	
56.	<b>SP3</b>	<p>The Owner acknowledges to install a complete sump pump system 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:</p> <ul style="list-style-type: none"> <li>• CSA-approved sump pump with check valve,</li> <li>• Design for 200% anticipated flow and maximum head,</li> <li>• Covered sump pit,</li> <li>• Backwater valve,</li> <li>• Back up pump and power supply.</li> </ul>	<b>OTTAWA Planning</b>
57.	<b>SP4</b>	<p>The Owner acknowledges and agrees the costs for the sump pump systems 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.</p>	<b>OTTAWA Planning</b>
58.	<b>SP5</b>	<p>The Owner acknowledges and agrees that in addition to the main sump pump, 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.</p>	<b>OTTAWA Planning</b>
59.	<b>SP6</b>	<p>The Owner acknowledges and agrees 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.</p>	<b>OTTAWA Planning</b>
60.	<b>SP8</b>	<p>The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.</p>	<b>OTTAWA Planning</b>
61.	<b>SP9</b>	<p>The Owner acknowledges and agrees 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, advising the home is</p>	<b>OTTAWA Planning</b>

		equipped with a sump pump and advising guidelines for its use and maintenance.	
62.	<b>SP10</b>	The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. 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>	
63.	<b>SW1</b>	<p>The Owner shall provide any and all stormwater reports (for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <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>
64.	<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. Provide all digital models and modelling analysis (if appropriate) in an acceptable format;</li> <li>iii. Have said plans approved by the General Manager, Planning, Development and Building Services Department, 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 Rideau 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>

65.	<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 Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	<b>OTTAWA Planning</b>
66.	<b>SW6</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 City.	<b>OTTAWA Planning</b>
67.	<b>SW9</b>	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services.  a) Lots # to #, inclusive b) Blocks 1 to 7, inclusive	<b>OTTAWA Planning</b>
		<b><u>Sanitary Services</u></b>	
68.	<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>
		<b><u>Water Services</u></b>	
69.	<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. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	<b>OTTAWA Planning</b>
70.	<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 infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	<b>OTTAWA Planning</b>
71.	<b>W3</b>	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water	<b>OTTAWA Planning</b>

		plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Development and Building Services.	
72.	<b>W4</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>
		<b><u>Special Condition - Groundwater Impact Assessment</u></b>	
73.	<b>SpG1</b>	<p>The Owner acknowledges and agrees to provide a scoped Groundwater Impact Assessment (GIA).</p> <p>The GIA serves to confirm that existing well users in the area will not be impacted from either a quantity or quality perspective. The Category 3 Permit to Take Water Application report, prepared by GEMTEC, has provided rationale regarding perceived water quantity impacts to nearby overburden well users, which can be referenced in the scoped GIA as part of the rationale. The report must identify the Baseline Water Quality Sampling Program and the details of the program. The wells to be sampled as part of the program must be identified and shown on a map/figure. The program should include a sample letter, with Travis Smith, Senior Project Manager, Hydrogeology, or designate, listed on the letter as the City contact, along with details of how the program will be initiated, such as when the letters will be sent, how long residents will have to contact to arrange for the sampling, and how those who do not wish to participate in the program will be tracked and documented, etc.</p> <p>The extent of the existing wells to be sampled should be based on construction activities (rock removal, dewatering, etc.), groundwater flow direction, and line of sight (residences with wells in direct line of sight of construction). The purpose of the sampling program will be to get baseline water quality and water use information from existing near-by wells, prior to the start of construction, for reference in the unlikely event that development impacts existing well users. The City must be consulted and agree to the wells to be included for the baseline water quality program. All of the above shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<b>OTTAWA Planning</b>
		<b><u>Serviced Lands</u></b>	
74.	<b>SL1</b>	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:	<b>OTTAWA Planning</b>

		<ul 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> </ul>	
75.	<b>SL2</b>	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.	<b>OTTAWA Planning</b>
76.	<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>
77.		<p>Canada Post will provide mail delivery service to the subdivision through centralized Community Mailboxes (CMBs).</p> <p>Canada Post conditions of approval:</p> <ul style="list-style-type: none"> <li>a) If the development includes plans for (a) multi-unit building(s) with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment with parcels compartments within these buildings to Canada Post's specifications.</li> <li>b) Update Canada Post if the project description changes so that impact (if any) may be determined.</li> <li>c) Upon approval of the subdivision, provide notification of the new civic addresses as soon as possible.</li> <li>d) Provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin.</li> <li>e) Provide the expected installation date(s) for the CMB(s)</li> </ul>	<b>Canada Post</b>
		<b><u>Special Conditions - Sewage Pumping Station and Sanitary Force Main</u></b>	
78.	<b>SpSF1</b>	The Owner agrees to install and maintain in good working order, the required sewage pumping station and sanitary force main, as recommended in the	<b>OTTAWA Planning</b>

		<p>approved Adequacy of Public Services and Conceptual Stormwater Management referenced in Schedule “E” hereto.</p> <p>The Owner acknowledges and agrees to assume all responsibility for the maintenance, inspection, alteration, repair, replacement, and reconstruction of the utility in perpetuity, as identified in the said Report.</p> <p>The Owner recognizes that pumping station and force main discharge can create odours and introduce corrosive hydrogen sulfide into the receiving City sewer system. Furthermore, should it be determined that the receiving City sewers over time are affected by non-conforming private discharges, the Owner agrees to replace and/or repair City sewers at their cost, to the satisfaction of the General Manager, Public Works.</p>	
79.	<b>SpSF2</b>	The Owner agrees to install and maintain a dual (or twinned) force main from the pump station to its connection to City infrastructure in order to provide a backup outlet, to be used in an emergency, to the satisfaction of the General Manager, Public Works.	<b>OTTAWA Planning</b>
80.	<b>SpSF3</b>	The Owner agrees to install and maintain an emergency overflow outlet to the satisfaction of the City, to the satisfaction of the General Manager, Public Works.	<b>OTTAWA Planning</b>
81.	<b>SpSF4</b>	The Owner agrees to construct the sanitary pumping station to MECP standards, to the satisfaction of the General Manager, Public Works.	<b>OTTAWA Planning</b>
82.	<b>SpSF5</b>	The Owner of the pumping station does not propose to have a Supervisory Control and Data Acquisition control system (SCADA), but agrees to provide for an alarm system, with an allowance for future SCADA installation. The Owner acknowledges and agrees that the alternate system installed for the pumping station will monitor the system performance 24/7. The Owner further acknowledges and agrees that if the alternate system does not work properly, the alternate system will be replaced by a SCADA system immediately, at the Owner’s cost.	<b>OTTAWA Planning</b>
83.	<b>SpSF6</b>	<p>The Owner acknowledges and agrees to the following related to the private pumping station, which shall be included within the Condominium Agreement:</p> <ul style="list-style-type: none"> <li>• Provide to the City a 24/7 emergency contact plan and communication protocol during commissioning of the station;</li> <li>• Provide a written procedure to the City, which shall also be kept on site, should the sanitary overflow to the storm sewer;</li> <li>• Provide to the City a contingency plan should a force main fail or break, and retain the plan on site;</li> <li>• If overflows occur, contact the MECP Spills Action Centre, SAC and the City notifying of any overflow and spill cleanup afterwards;</li> </ul>	<b>OTTAWA Planning</b>

		<ul style="list-style-type: none"> <li>• Manage all complaints as a result of the private Pumping Station in a timely manner;</li> <li>• Provincially regulated or licensed Operators will perform operations and clean ups if there is an overflow, and all clean up costs are born by the Owner;</li> <li>• Provide to the City on an annual basis a pumping station status report; and</li> <li>• Provide the information herein to the Sewage Operation Branch of the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.</li> </ul>	
84.	<b>SpSF7</b>	<p>The Owner acknowledges and agrees that the recommendations concerning vibration monitoring of sensitive structures prior to, during, and after the sanitary force main installation in the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented.</p> <p>The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by a licensed Professional Engineer with experience in the field of vibration monitoring that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the sanitary force main and completion of the works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The Vibration Monitoring Specialist Engineer shall be retained by the contractor to develop the vibration monitoring plan, undertake monitoring as specified herein, ensure general conformation with the contract documents, and shall issue certificates(s) of conformance.</p>	<b>OTTAWA Planning</b>
		<b><u>Special Condition - License to Occupy for Private Sanitary Force Main to stay with City Right-of-Way</u></b>	
85.	<b>SpLO1</b>	<p>a) The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees it shall enter into an agreement with the City for a License to Occupy upon the City road allowance fronting 1086 Antochi Lane with their private sanitary force main at the Owner's expense, bearing all responsibility and liabilities for the purpose of constructing, operating, and maintaining a private sanitary force main within the road allowance.</p> <p>b) The Owner acknowledges and agrees that a notice on title respecting the obligation to enter into a License to Occupy the City road allowance shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements, which shall be covenants running with the subject lands, as follows:</p>	<b>OTTAWA Planning</b>

		<p>“The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that portions of the private sanitary force main existing within the road allowance along 1086 Antochi Lane owned by the City of Ottawa (the “City”) and that the Vendor has entered into a Licence of to Occupy the said road allowance confirming that the Vendor bears all responsibility and liabilities for the purpose of construction, operation, and maintaining a private sanitary force main within the Road Allowance. The Purchaser hereby covenants with the Vendor and agrees to enter into an assumption agreement or new license of occupation with the City with respect to the private sanitary force main located in the City-owned road allowance on substantially similar terms.”</p> <p>“The Purchaser covenants with the Vendor that the above clauses, verbatim, shall be include in all subsequent agreements of purchase and sale for the lands described herein, which covenant shall run with the said lands.”</p>	
86.	<b>SpLO2</b>	The Owner acknowledges and agrees to assume all liability for any damages caused to the City sewer systems (sanitary and storm) and watermains within the Antochi Lane right of way resulting from the construction of the sanitary force main, and to compensate the City for the full amount of any required repairs to the City sewer systems (sanitary and storm) and watermains.	<b>OTTAWA Planning</b>
		<b><u>Utilities</u></b>	
87.	<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>
88.	<b>U2</b>	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	<b>OTTAWA Planning</b>

89.	<p>Bell Canada conditions of approval:</p> <ul style="list-style-type: none"> <li>a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.</li> <li>b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.</li> <li>c) The Owner agrees to provide Bell Canada with servicing plans/CUP at their earliest convenience to planninganddevelopment@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.</li> <li>d) It is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.</li> </ul>	<b>Bell</b>
90.	<p>Enbridge Gas reserves the right to amend or remove development conditions. This response does not constitute a pipe locate, clearance for construction or availability of gas.</p> <p>The applicant shall use the online Enbridge Gas Get Connected tool to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.</p> <p>If the gas main needs to be relocated because of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.</p> <p>If easement(s) are required to service this development and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas at no cost. The inhibiting order will not be lifted until the application has met all of the Enbridge Gas requirements.</p> <p>The applicant will contact Enbridge Gas Customer Service at 1-877-362-7434 prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.</p> <p>Blasting and pile driving activities in the vicinity of Enbridge Gas Distribution and Storage (GDS) facilities require prior approval by GDS. The Blasting</p>	<b>Enbridge</b>

		and Pile Driving Form, referenced in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities Standard, must be provided to mark-ups@enbridge.com by the Owner of the proposed work for all blasting and pile driving operations. In addition, a licensed blasting consultant's stamped validation report must be submitted to GDS for review if blasting is to occur within thirty (30) metres of GDS facilities. The request must be submitted a minimum of four (4) weeks prior to the beginning of work to allow sufficient time for review.	
		<b><u>Land Transfers</u></b>	
91.	<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>• Block 3</li> <li>• Watercourses (buffer strips/riparian corridors), if any</li> </ul>	<b>OTTAWA Planning Legal</b>
92.	<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>
		<b><u>Special Condition - Easements</u></b>	
93.	<b>SpE1</b>	<p>The Owner covenants and agrees that it shall provide, at the time of Plan of Condominium, Site Plan Control, Lifting of Part Lot Control or Consent applications, within Blocks 1 and 2, unobstructed rear yard access easements having a minimum width of 1.2 metres for all detached or semi-detached dwellings for which an unobstructed (by steps and/or staircases associated with decks and/or landscaping) interior side yard does not exist. This easement shall have regard for and be set back from any retaining wall and/or fence as applicable. The creation of this access easement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that gates, fences, structures, buildings, landscaping and other encumbrances are not permitted within the easement.”</p>	<b>OTTAWA Planning Legal</b>

1	<b>SpE2</b>	The Owner covenants and agrees that it shall provide, at the time of subdivision registration, a free, uninterrupted and unobstructed general public pedestrian access easement to, in, over, along and across Block 4, from the boundary shared with Orchard Hollow Park, being Blocks 9 and 10 on Plan 4M-574, to the cul-de-sac of Antochi Lane. The fence within the boundary of Orchard Hollow Park, between Blocks 9 and 10 on Plan 4M-574 and Block 4, shall have an opening not smaller than 2 metres wide.	
		<b><u>Blasting</u></b>	
94.	<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> <ul style="list-style-type: none"> <li>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.</li> </ul>	<b>OTTAWA Planning</b>
		<b><u>Development Charges By-law</u></b>	
95.	<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>
96.	<b>DC4</b>	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	<b>OTTAWA Planning Legal</b>

		<p>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 written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</li> <li>• no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</li> <li>• 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> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<b><u>Survey Requirements</u></b>	
97.	<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>
98.	<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>
99.	<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>	
100.	<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>
101.	<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	<b>OTTAWA Legal</b>

		add to the conditions and this may include the need for amended or new studies.	
102.	<b>C3</b>	The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	<b>OTTAWA Planning Revenue</b>
103.	<b>C4</b>	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 114 have been fulfilled.	<b>OTTAWA Planning</b>
104.	<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>
105.	<b>C6</b>	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by July 17, 2028, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	<b>OTTAWA Planning</b>

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<sup>i</sup> For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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