

**CONDITIONS FOR FINAL APPROVAL**  
**KNL DEVELOPMENTS LTD.**  
**LAKESIDE SUBDIVISION**  
**DRAFT APPROVED 06/02/2006**

The City of Ottawa's conditions applying to the approval of the final plan for registration of KNL Developments Ltd. subdivision (D07-16-03-0025) are as follows:

Agency to Clear

**General**

1. This approval applies to Draft Plans 1 and 2, certified by, Edward M. Lancaster, Ontario Land Surveyor, dated 20 August 2004, Plan 1 being Part of Lots 6, 7 and 8, Concessions 2 and 3 and Part of the Road Allowance between Concessions 2 and 3, and Plan 2, being Part of Lots 7, 8 and 9, Concessions 2 and 3 of the KNL development.
2. The Owner agrees, by entering into subdivision agreements, to satisfy all requirements, financial and otherwise, of the City of Ottawa, including but not limited to, the phasing of the plan for registration, the provision of roads, installation of services and utilities, and drainage.
3. Any residential blocks on the final plan shall be configured to ensure that there will generally be no more than 25 units per block.
4. That the Owner shall employ Professional Engineers to the satisfaction of the City, to design and supervise the construction of the Subdivision Works in accordance with the City Specifications. No departure from the City Specifications is permitted without the written consent of the City. "As Built" drawings of the development works shall be provided to the City's satisfaction.
5. The Owner agrees to promptly notify the City Clerk in writing should any of the Works required by the Subdivision Agreement be assigned to other parties. Such notification shall not release the Owner of his obligation to construct such Works.

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6. The Owner agrees that its obligation to construct or install the Works, as required by the Subdivision Agreement, shall not be assigned to any party who purchases land on which a residence has been constructed.
7. The Owner agrees to co-ordinate the staging of the Subdivision to the satisfaction of the City in consideration of the construction of the Works with the development of other lands in the area, or provision of underground services within the Subdivision. The City acknowledges that a roadway connection between the subject lands and the lands located west of First Line Road allowance and south of Kizell Pond will not be required.
8. The Owner agrees that, where applicable, all Offers of Purchase and Sale shall contain a clause notifying the purchasers of the type, location, construction and size of any sidewalk abutting the lands, which are the subject of the offer.
9. The Owner agrees to implement the recommendations of all applicable reports. The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to the satisfaction of the City at the sole expense of the Owner. Further, that the City may require certification by the Owners Professional consultants that the works have been designed and constructed in accordance with the approved reports, studies, standards specifications, and plans to the satisfaction of the City.
10. The Owner shall ensure that the entire Draft Approved Plan and any revisions thereto will be displayed at all times in all applicable sales offices.
11. The Owner shall develop a communication strategy to update the Ward Councillor and the community on the phasing of construction and timing of development, prior to the commencement of new phases of construction. This shall be to the satisfaction of the Director of Planning and Infrastructure Approvals.

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**Zoning & Official Plan**

12. Prior to registration of the plan of subdivision, the City of Ottawa shall be satisfied that the proposed plan of subdivision conforms with the applicable Official Plan, approved under the requirements of the Planning Act, with all possibility of appeal to the Ontario Municipal Board exhausted.
- OTTAWA (DSD)

13. Prior to registration of the plan of subdivision, the City of Ottawa shall be satisfied that the proposed plan of subdivision conforms with a zoning by-law approved under the requirements of the Planning Act, with all possibility of appeal to the Ontario Municipal Board exhausted.
- OTTAWA (DSD)
14. For each registration, the Owner shall provide a surveyor's certificate from an Ontario Land Surveyor indicating the frontage and area of all lots/blocks on the final plan.
- OTTAWA (DSD)

**Highways/Roads**

15. The Owner acknowledges and agrees that no additional cul-de-sacs, bulbs or eyebrows will be permitted prior to registration, without prior approval of the City.
- OTTAWA (DSD)
16. The Owner shall convey to the City, in accordance with the principles of the 40 percent agreement, an unencumbered road widening along the Second Line Road allowance between Concessions 2 and 3 in conjunction with the dedication of the realigned Goulbourn Forced Road. The Owner's certificate on the M-Plan shall indicate which Block(s) (are) being dedicated as a public highway of the City of Ottawa, which plan shall be submitted in draft to the City Surveyor.
- OTTAWA (DSD)

17. Where deemed applicable, the Owner shall convey to the City, at no cost, the land required to construct grade-separated crossings at Goulbourn Forced Road and Terry Fox Drive where they cross the right of way.
- OTTAWA (DSD)

18. The design of all road intersections, including geometric, intersection spacing, grades, the conveyance of the necessary sight triangles and required 0.3 m reserves necessary for lot access control, shall be to the satisfaction of the City of Ottawa.
- OTTAWA (DSD)

19. (a) The Owner shall undertake to have the approved "Traffic Study, Communities of Marchwood-Lakeside", dated April 1985, and prepared by Cummings Cockburn Limited, updated by a Professional Engineer with expertise in undertaking such studies. The update shall comply with the City of Ottawa's Transportation Impact Study Guidelines (September 1995) in confirming corridor protection requirements, intersection configurations and turning lane requirements as well as identifying TDM measures and analyzing traffic impacts, transit impacts and implications for pedestrian and bicycle movements. The methodology and analysis principles shall be to the satisfaction of the City of Ottawa.

The update shall also address the following matters:

1. The requirement for the connection of Solandt Road from March Road to Walden Drive within the subdivision.
  2. The timing and phasing of construction of all collector roads including, but not limited to, Goulbourn Forced Road, Walden Drive, Street No. 7 and Terry Fox Drive from Goulbourn Forced Road to March Road.
  3. The requirement for temporary construction access roads to accommodate construction traffic.
  4. Requirements of the Environmental Assessment Act as it relates to the construction of Goulbourn Forced Road.
  5. The timing of construction of Goulbourn Forced Road in conjunction with each phase of subdivision development.
- For each phase of development of the subdivision, Traffic Impact Studies shall be undertaken to address how the updated Traffic Study is to be complied with, or address any required amendments. As the phases of this development proceed, if multiple deviations from the updated Traffic Study occur, the Owner shall undertake another update of the Traffic Study upon direction and at the discretion of the City prior to a next phase being approved for development.

- (b) The owner acknowledges that development shall proceed relative to the availability of alternate construction route accesses, which shall be either roads that are to be developed as part of new construction or temporary roads laid down only as a construction access route as approved by the City. Existing Beaverbrook Road, Walden Drive, Knudson Drive and Westlock Way shall not be used as construction access routes. Where existing roads are used as construction access routes, the developer shall be responsible for upgrading and maintaining the road as specified in the City's subdivision agreement.
- The Owner shall, at its cost, implement the recommendations of the updated Traffic Study including any traffic signals, when warranted, and related roadway modifications, subject to any applicable development charge contributions.
- The Owner shall, at its cost, be responsible for the construction of Solandt Road within the Draft Plan of Subdivision, subject to any applicable development charge contributions, unless the updated Traffic Study demonstrates that the connection of Solandt Road from March Road to Walden Drive is not required and the City does not require the road to provide access to Block 12, Plan 4M-1075.
20. The Owner agrees to transfer to the City at no cost, the land required for Terry Fox Drive right-of-way upon request by the City.  
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21. All streets shall be named to the satisfaction of the City of Ottawa.  
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22. The Owner shall, at its cost, apply for and obtain all necessary road closings and applicable land transfers within the plan of subdivision. This shall be completed prior to the registration of the plan of subdivision.  
 (DSD)  
 OTTAWA

23. That the Owner acknowledges that the future Goulbourn Road is a roadway eligible for funding from the Development Charge reserve at a rate of 90% of costs from Development Charges and 10% of the cost from a non-growth fund in accordance with the commitments of the former Kanata Development Charge Bylaw. The roadway is to be developed by the City in accordance with any requirements stipulated in the Environmental Assessment Act.
- As part of the detailed planning and design for Goulbourn Forced Road, an environmental mitigation plan will be required, outlining the specific mitigation and monitoring measures required to ensure minimal impacts to Trillium Woods, Kizell Pond and Beaver Pond Urban Natural Features, as well as Shirley's Brook.
24. The Owner shall dedicate all proposed streets on Plan 1 and Plan 2, in addition to any road widening blocks necessary for the construction of Goulbourn Forced Road, as shown on the plans as Public Highways to the City.
25. The Owner shall at its sole cost prepare and register any reference plans for the establishment of municipal rights of way crossings of the Arnprior Nepean Railway corridor as required by the City. Further, if required, the Owner shall construct Walden Drive through the Arnprior Nepean Railway corridor and all ancillary railway-crossing requirements as established by and to the satisfaction of the City and Transport Canada.
- Public Transit**
26. The Owner shall design and construct, at no cost to the City of Ottawa, Street No. 7 on Plan 1, Walden Drive on Plan 2, and Street No. 1 on Plan 2, which have been identified for potential transit services, to TAC standards, including right-of-way width, horizontal and vertical geometry, and pavement structure and the construction of a sidewalk on both sides of the street.
- OTTAWA (DSD) OC Transpo
- OTTAWA (DSD) RPAM
- OTTAWA (DSD)
- OTTAWA (DSD)

31. The Owner shall design and construct at no cost to the City, public all season pathways within walkway Blocks and in locations specified on (DSD) OTTAWA the final plan to the satisfaction of the City.

**Sidewalks, Walkways, and Fencing**

Where the City deems appropriate, local streets on the final plan shall have a road allowance width in accordance with the City's policies related to construction of sidewalks.

30. The following streets shall be constructed to collector standards having a R.O.W. width of 26m with 11 m of asphalt pavement and concrete sidewalks on both sides of the road:  
 Street No.7 on Plan 1  
 Walden Drive  
 Street No 1 on Plan 2  
 (DSD) OTTAWA

29. The Owner shall ensure that the staging of the subdivision, including dwellings, roadways, walkways and paved passenger standing areas, or shelter pads and shelters, will be constructed in a sequence that permits the operation of an efficient, high-quality transit service at all stages of development.  
 (DSD) OTTAWA

28. The Owner shall design and construct, at no cost to the City of Ottawa, paved transit passenger standing areas, or shelter pads and shelters, to the specifications of OC Transpo.  
 (DSD) OTTAWA

2. inform all prospective purchasers through a clause in all agreements of purchase and sale and indicate on all plans used for marketing purposes that Goulbourn Forced Road, Street No. 7, Walden Drive, and Street No. 1, have been identified for potential transit services. The locations of the bus stops, paved passenger standing areas, or shelter pads and shelters, which may be located in front of or adjacent to the purchasers' lots at any time shall also be indicated.

27. The Owner shall:  
 1. orient dwellings and vehicular accesses in the vicinity of bus stops in a manner as to avoid traffic conflicts and visual intrusion and to submit plans for approval by the City of Ottawa indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations;  
 (DSD) OTTAWA

32. The Owner shall construct a pedestrian pathway, to City specifications, through the hydro corridor (Plan 1, Block 464) located immediately west of Kimmins Court, and running along the south side of the Rail line, connecting to the existing pedestrian crossing of the Rail line.
- OTTAWA (DSD)
33. Where required, the Owner shall construct fencing to City specifications along the shared property line between the subdivision lands and the road allowance between Concession 1 and 2, and adjacent to any park, walkway or open space blocks.
- OTTAWA (DSD)
34. The Owner shall install at its expense, fencing on the Railway right-of-way. Fencing shall be commercial grade chain link, shall not contain gates, and shall be of a height and at a location to be approved by the City prior to installation.
- OTTAWA (DSD)
35. The Owner shall install at its expense, and to City specifications, fencing in the following locations:
- OTTAWA (DSD); OCCSB; OCCSB
1. fencing where required on park, open space blocks and walkway blocks;
  2. perimeter fencing surrounding school sites, where required
  3. along the rear and side property lines of all lots abutting the Beaver Pond and Kizell Pond Urban Natural Features and Shirley's Brook
  4. perimeter fencing around Blocks 688 and 674 on Plan 2 where they abut lands owned by others, the rail right-of-way and the community park.



**Tree Preservation and Land/Streetscaping**

36. The Owner acknowledges and agrees to make every effort to preserve vegetation and natural features located on the lands included in the Plan of Subdivision. To this end, no trees shall be cleared or significant natural features disturbed in any lots or blocks within the Plan of Subdivision until an Existing Conditions and Natural Features and Vegetation Preservation Plan, prepared by a Landscape Architect in good standing with the Ontario Association of Landscape Architects, showing existing contours and/or spot elevations, rock outcroppings, drainage swales or ditches, and the location, species, size range and condition of all stands of trees or outstanding specimens has been submitted to and approved by the City of Ottawa prior to the City of Ottawa reviewing the Lot Grading Plan.
37. The Owner(s) shall undertake to protect all existing vegetation on site until such time as a Detailed Tree Planting and Conservation Plan is approved by the City and the vegetation communities and specimen trees which are to be conserved are appropriately marked with snow fencing on-site. The City Forester shall approve, on-site, the trees to be preserved and review compliance of on-site works against the approved Tree Planting and Conservation Plan. The Detailed Tree Planting and Conservation Plan shall be prepared by a qualified landscape architect and shall be integrated with the Grading and Drainage Plan, the Stormwater Site Management Plan and the Environmental Impact Statement, and further, the Owner agrees that no tree cutting or removal shall occur prior to approval of the Detailed Tree Planting and Conservation Plan and no sooner than two years in advance of construction, or no sooner than is necessary to complete detailed engineering submissions. This shall be to the satisfaction of the Director of planning and Infrastructure Approvals.
38. The Detailed Tree Planting and Conservation Plan shall specifically identify Black Cherry species and preserve such trees wherever possible, to the satisfaction of the Director of Planning and Infrastructure Approvals.
39. The Owner shall update the Kizell Pond Trail and Woodland Restoration Plan (Corush, Sunderland, Wright, April 2003) to the satisfaction of the City to ensure continuity of trails and appropriate connection to existing trails based on the draft plan of subdivision. The Owner shall be responsible for construction of the pathways and implementing the approved plan at no cost to the City.

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40. The Owner shall, at its cost, revise the concept plan for the Beaver Pond  
Open Space natural area, which plan shall include trails and pathway  
connections to existing trails to be retained along the north and south  
side of Beaver Pond, trail alignment with Kizell Pond Natural  
Environment Area and trail connections to Trillium Woods Natural  
Environment Area, and further the Owner agrees to construct the  
pathways so that connections to trails to be retained are maintained  
during development of the subdivision, except that temporary trail  
closures may occur where a safety hazard has been determined by the  
Director of Planning and Infrastructure Approvals. The Owner shall  
implement the plan at its cost, subject to any development charge  
contributions.

OTTAWA (DSD)

41. The Owner shall provide appropriate plans for the approval of the Director of Planning and Infrastructure Approvals including the following:

1. a description of the parks and open space included in the Draft Plan;
2. a concept plan for each of the parks and open space/natural areas within the area of the Draft Plan;
3. an indication of the location and alignment of the walking trails within the Natural Environment Areas and Open Space areas and the abutting road allowance between Concessions 1 and 2.
4. a cross-section of the trail construction detail;
5. the location, elevation and cross-section detail of any sound attenuation fence required within the area of the Draft Plan;
6. a demarcation on the plan and cross-section indicating the treatment of the boundary of open space and the rear of abutting lots; and
7. an indication of the street and park tree planting with a list of all proposed trees and other plant materials and details of their size and method of installation.
8. The Owner shall construct the trails in accordance with the approved *Trail and Woodland Restoration Plan* for Kizell Pond, at no cost to the City, subject to any applicable development charge contributions or obligations pursuant to existing agreements.

42. The Owners shall implement the mitigation and monitoring measures stated in the report "Environmental Impact Statement, Kanata Lakes North (Muncaster, April 2003) to the satisfaction of the City which include but are not limited to:
1. The outside side of the natural area's buffers and open space areas will be clearly delineated with construction fencing prior to any grading or other site alterations ;
  2. Woodchips will be placed on the development side of the construction fencing to prevent compaction of soil;
  3. Tree removal will not occur between May 15<sup>th</sup> and July 10<sup>th</sup> to protect breeding birds;
  4. No in-stream works within the watercourse will occur between March 15<sup>th</sup> and June 30<sup>th</sup>;
  5. An approved system of measures to protect the trees and their root systems during blasting.
43. Prior to registration, the Owner shall prepare, at no cost to the City, the on-site remediation and restoration plan for each damaged area within the Kizell Pond Urban Natural Feature as outlined in the *Kanata Lakes NEA Boundary Definition, Shirley Brook and Tree Cutting Mitigation Report (Muncaster, November 2002)* to the satisfaction of the City. The restoration works will be implemented by the Owner and coordinated with the installation of the pathway and storm water management works.
44. The Owner shall provide interpretative signs for each Urban Natural Feature, in locations approved by the City, to indicate the sensitive nature of the wetlands, woodlands and watercourses in the subdivision.
45. The Owner shall dedicate at no cost to the City the following individual blocks of land comprised of: 1) Kizell Pond (Block 481 on Plan 1), 2) Beaver Pond (Block 479 on Plan 1); 3) Trillium Woods (Blocks 670, 671 and 672 on Plan 2); and 4) West Block (Block 735 on Plan 2) "environmental lands", in accordance with the approved Plan. If applicable, the Owner shall pay any land transfer tax associated with the dedication of these lands.
- OTTAWA (DSD)
- OTTAWA (DSD)
- OTTAWA (DSD)

50. The Owner shall install any necessary municipal services to the lot line of each park or open space block, as required by the City.  
OTTAWA (DSD)

**Parks & Open Space**

- 1. Footprints of building units, driveway locations, service drainage swales, retaining walls, fences, street furniture, etc.
- 2. trees at a minimum ratio of two (2) trees per building lot with one (1) being located in the road allowance and one (1) on private property, where possible and any surplus trees being located on corner lots, and flankages.
- 3. landscaping requirements for townhouse or multiple blocks within the Plan of Subdivision will be addressed through Site Plan Control Approval Process.

49. That the Owner acknowledges, and agrees, that prior to registration, the Owner shall submit to the City and receive approval of, a Street Landscaping Plan, by a Landscape Architect which plan shall specify:  
OTTAWA (DSD)

48. The Owner(s) shall convey the lands containing Shirley's Brook to the City (area to be defined by survey) once the creek realignment and landscaping works have been completed with all associated approvals, to the satisfaction of the City of Ottawa.  
OTTAWA (DSD)

47. The Owner(s) shall design and construct at no cost to the City, a pathway along one side of Shirley's Brook for its entire length from Goulbourn Forced Road, connecting to the unopened First Line Road allowance to the satisfaction of the City, subject to applicable development charge policies.  
OTTAWA (DSD)

46. The Owner(s) shall prepare to the satisfaction of the City, a Conservation Handbook describing the natural attributes of the Trillium Woods Urban Natural Features and Shirley's Brook. The Handbook shall be distributed to all new home Owners within the subdivision.  
OTTAWA (DSD)

51. That, prior to registration, a table shall be provided to the City to reflect the agreed and legal land allocation by Blocks and acreage catalogued to the specific lands dedicated under the 40% agreement for all of Marchwood/Lakeside, and further, that any differences between the 40% Opens Space calculations table and the actual parcels registered, will be adjusted in the final phase of registration to the approval of the Director of Planning and Infrastructure Approvals in conjunction with the Ward Councillor.
- OTTAWA (DSD)**
52. The Owner acknowledges and agrees to reserve Block 667 on Plan 2 in the subject draft plan of subdivision as an elementary school site and Block 668 on Plan 2 as a secondary school site for the Ottawa-Carleton District School Board. The size, configuration and servicing of the school site will be to the satisfaction of the Ottawa-Carleton District School Board.
- OTTAWA (DSD), OCDSB**
53. The Owner agrees to enter into a legal agreement with the Ottawa-Carleton District School Board for the reservation of the delegated school sites known as Blocks 667 and 668 on Plan 2, in the draft plan of subdivision for a period of up to seven (7) years, from the date of registration of the plan, which contains the subject school site.
- OTTAWA (DSD), OCDSB**
54. (a) The Owner acknowledges and agrees to reserve the 7.41 acre site currently shown on the plan as Block 491 of the Draft Plan of Subdivision as elementary school site for the Ottawa-Carleton Catholic School Board for a term not to exceed seven years from the date of the registration of the plan of subdivision. The school board may apply for a two-year extension of the seven-year term by notifying the developer at least six months prior to the end of the seven years. The size, configuration and servicing of the school site will be to the satisfaction of the Ottawa-Carleton Catholic School Board.
- (b) The Owner shall be required to erect a 1.8 metre high chain link fence along the property line between the Ottawa-Carleton Catholic School Board's designated elementary school site and adjacent properties intended for residential/non-residential uses.

55. (a) The Owner agrees to reserve the 6.0 acre site currently shown on the plan as part of Blocks 675 and 762 of the Draft Plan of (DSD), OTTAWA (DSD), OCCSB
- Subdivision adjacent to the parkland on Block 674 as an elementary school site for the Ottawa-Carleton Catholic School Board for a term not to exceed seven years from the date of registration of the plan of subdivision. The school board may apply for a two-year extension of the seven-year term by notifying the developer at least six months prior to the end of the seven years. The size, configuration and servicing of the school site will be to the satisfaction of the Ottawa-Carleton Catholic School Board.
- (b) The Owner shall be required to erect a 1.8 metre high chain link fence along the property line between the Ottawa-Carleton Catholic School Board's designated elementary school site and adjacent properties intended for residential/non-residential uses.
56. That the Owner be required to inform prospective purchasers that OTTAWA (DSD) OCCSB school accommodation problems exist in the Ottawa-Carleton District School Board schools designated to serve this development, and that at the present time, this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

**Archaeology**

57. The Owner shall undertake/agree to the following, to the satisfaction of OTTAWA the Ministry of Citizenship, Culture and Recreation and the City of (DSD) Ottawa:

1. an archaeological assessment of the entire property by a licensed consultant archaeologist, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s);

2. the implementation of the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources;

3. no demolition, grading or other soil disturbances shall take place until any archaeological resource conservation concerns have been addressed.

58. The Owner shall adhere to the procedures of the "Contingency Plan for the Protection of Archaeological Resources in Urgent Situations" as approved by the Ministry of Citizenship, Culture and Recreation in the Archaeological Resource Potential Mapping Study of the City of Ottawa.

OTTAWA (DSD)

**Storm Water Management**

59. Prior to commencement of construction, the Owner shall provide all Storm Water reports that may be required by the City for approval. The reports shall be in accordance with the approved *Shirley's Brook and Watis Creek Subwatershed Study* prepared by Dillon Consulting and the *Watis Creek Subwatershed Study*, as the study(ies) pertains to this subdivision and all City or Provincial standards, specifications and guidelines. The reports shall include but are not limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements, all storm water management measures have been constructed to the satisfaction of the City.

The Storm Water Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of MVCA and the City.

OTTAWA (DSD) MVC



60. The Owner agrees that the commencement of construction of any phase of this subdivision will not occur until such time as the storm water management facilities required for this subdivision in accordance with the approved *Shirley's Brook Watt's Creek Subwatershed Study and Carp River Subwatershed Study* has been designed and construction has been initiated in accordance with all municipal and agency requirements.
- OTTAWA (DSD)
61. Prior to the commencement of construction of any phase of this subdivision (roads, utilities, any off site work, etc.) the Owner shall:
- OTTAWA (DSD)
1. Have an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Management Practices,
  2. have such a plan approved by the City of Ottawa, and provide certification to the City of Ottawa through a Professional Engineer that the plan has been implemented.
- OTTAWA (DSD)
62. The Owner agrees that the storm water outlets to be contained within Block 479 on Plan 1 (Beaver Pond) and Block 481 on Plan 1 (Kizell Pond) shall be designed and constructed to ensure a minimal amount of disturbance to the wetlands as possible. The mitigation measures should be clearly documented in the Storm water Site Management Plan prepared for the subdivision.
- OTTAWA (DSD)
63. The Owner agrees that on completion of all storm water works, the Owner shall provide certification to the City of Ottawa through a Professional Engineer that all measures have been implemented in conformity with the Storm Water Management Plan.
- OTTAWA (DSD)

**Fisheries**

64. The Owner acknowledges that the relocation of Shirley's Brook and any other tributaries within the plan of subdivision will result in harmful alteration, disruption or destruction (HADD) of fish habitat within the existing channel. No Authorizations will be issued unless appropriate measures to compensate for the loss of fish habitat are developed and implemented by the Owner and approved by DFO. The relocated stream must provide an equal or increased stream length and improved quality of fish habitat. The re-aligned stream shall be designed by a DFO approved fluvial geomorphologist. The Owner further acknowledges that any further land required to meet DFO requirements will be at the Owner's expense and will be provided on the final plan and will not form part of the Owner's obligations with respect to the 40% open space agreement.
65. The Owner agrees that the base flow in Shirley's Brook is not to be diminished during subdivision works or after works are completed. This shall be to the satisfaction of the City and the MVC.
66. The Owner agrees that the lot layout is to include a river meander in the re-aligned Shirley's Brook within a 30 metre setback. The final setback from Shirley's Brook is to be to the satisfaction of the approved fluvial geomorphologist and, with meander setback, may be greater than 30 metres.
67. The Owner acknowledges that the lot layout may change depending on the review of streams shown on the plan of subdivision that may be fish habitat and therefore require a 30-metre setback. Any modifications required to the subdivision design and/or layout will be at the sole expense of the developer.
68. The Owner acknowledges that a formal Ontario Regulation 159/90 (Fill, Construction, and Alteration to Waterways) Permit will be required for the proposed re-alignment of Shirley' Brook.
69. The Owner acknowledges that a Lakes and Rivers Improvement Act authorization may be required for the proposed re-alignment of Shirley's Brook, and any other realigned fish habitat streams, from the Ontario Ministry of Natural Resources.

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MVC  
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- Municipal Services**
70. That the Owner agrees that the design of all services shall be of sufficient depth, size and location to service the lands within the subdivision and lands outside the subdivision which in the opinion of the City, may require an outlet through the subdivision in accordance with the Infrastructure Servicing Report for the subdivision as approved by the City.
- OTTAWA (DSD)
71. The Owner shall prepare, at its sole cost, a hydraulic network analysis of the proposed water plant within the plan of subdivision and as it relates to the existing infrastructure. Said report shall be submitted to the City of Ottawa for review and approval as part of the water plant design submission.
- OTTAWA (DSD)
72. The Owner agrees to install, at its sole cost, municipal water service to the lot line of the properties that have existing dwellings at 605 and 560 Goulbourn Forced Road, in existence as of June 9, 2004, once such service reaches a point along the frontage of the subject lots.
- Utilities**
73. Such easements and maintenance agreements which may be required for electrical, gas, water, sewer, telephone and cablevision facilities, shall be provided and agreed to by the Owner, to the satisfaction of the appropriate authority; and that the Owner shall ensure that these easement documents are registered on title immediately following registration of the final plan; and the affected agencies are duly notified.
- HYDRO  
OTTAWA,  
ENBRIDG  
E, CABLE,  
BELL
74. Where the relocation or removal of any existing on-site/adjacent utility facility, including water, sewer, electrical, gas, telephone and cablevision, is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.
- HYDRO  
OTTAWA,  
ENBRIDG  
E, CABLE,  
BELL
75. The Owner shall coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping)--such location plan shall be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
- OTTAWA (DSD)

**Geotechnical**

76. The Owner shall submit a detailed Geotechnical report prepared by a qualified Geotechnical Engineer, licensed in the Province of Ontario to identify, but not limited to, the existing sub-surface silts, ground water conditions, slope stability and erosion protection, in addition to any building construction requirements adjacent to any unstable slope. The report shall provide recommendations to address any of the latter situations to the satisfaction of the City.
77. The Owner shall conduct a pre-blast survey prior to the commencement of construction and shall conduct monitoring during construction including the monitoring for any impacts on existing dwellings located at 605 and 560 Goulbourn Forced Road.

**Noise Attenuation**

78. The Owner shall:

OTTAWA  
(DSD)

1. have a noise and vibration study prepared and certified by a Professional Engineer with expertise in the subject of acoustics/vibration related to land use planning. The study shall be to the satisfaction of the City of Ottawa and shall comply with MOBE LU-131, Noise Assessment Criteria for Land Use Planning, the City of Ottawa's Standards for Noise Barriers and Noise Control Guidelines, and be in accordance with the current version of the APEO Guidelines, for Professional Engineers providing Acoustical Engineering Services in Land Use Planning;

2. implement the specific noise control and vibration control measures recommended in the approved noise study and any other measures recommended by the City of Ottawa including, as applicable, the City of Ottawa's "Standards for Noise Barriers" as may be amended;

3. prior to the construction of any noise control and vibration control measures, provide certification to the City of Ottawa through a Professional Engineer that the design of the control features will implement the recommendations of the approved study;

2. prior to final building inspection, provide certification to the City of Ottawa, through a Professional Engineer, that the noise control and vibration control measures have been implemented in accordance with the approved study;

**Purchase and Sale Agreements and Covenants on Title**

79. That the Owner agrees that all Purchase and Sale Agreements for the whole or any part of a Lot/Block on the Plan of Subdivision shall contain the following clauses:

1. The Purchaser further acknowledges the sensitive environmental nature of the Trillium Woods, Beaver Pond and Kizell Pond natural areas, the importance of good stewardship practices to ensure the health and sustainability of these natural features and that it is the City's intent to protect these woodlands and wetlands and leave them in a natural state for the long term.

2. The Purchaser undertakes and agrees that gates shall not be introduced into the rear yard fencing where the lots about Blocks 479 on Plan 1, 481 on Plan 1, 464 on Plan 1, 486 on Plan 1, Block 721 Plan 2, the rail right of way, Block 747 Plan 2, 720, Plan 2, 667 Plan 2, 674 Plan 2, 675 Plan 2, 668 Plan 2, 735 Plan 2, and the unopened road allowance between concessions 1 and 2.

3. The Purchaser acknowledges that a noise wall may be required for any lot abutting Goulbourn Forced Road or Terry Fox Drive.

80. The Owner agrees that all Purchase and Sale Agreements shall include noise and/or vibration warning clauses, as required by the Noise and Vibration Study.

**OTTAWA (DSD)**

83. That the Owner acknowledges that some of the works of the subdivision are eligible for financial contributions from the City's Development Charge Reserve Fund pursuant to the Development Charge By-law. 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 Development Charge By-law.

OTTAWA (LEGAL)

**Development Charges**

1. Informing the Owners of all lots abutting the Open Space lands containing Shirley's Brook of the need for the protection of fish habitat and that the natural vegetation within the open space setback be retained.
  2. Informing Owners that any unauthorized destruction or alteration to a watercourse or an area of fish habitat is prohibited. Any proposed alteration (such as a driveway crossing) must be reviewed in detail by the Conservation Authority and may require authorization pursuant to the provisions of the Federal Fisheries Act.
82. In recognition that Shirley's Brook running across the property is fish habitat, prior to registration of the plan of subdivision, the City of Ottawa shall be satisfied that wording has been included in the subdivision agreement and in all offers of purchase and sale:
- OTTAWA (DSD)
1. "The Owner is advised that the rail line is operational, and is protected by the City for potential future use as a transit corridor and utility corridor."
  2. "That any purchaser of a lot abutting the Amprior Nepean rail line be advised that a noise wall may be erected at the edge of the right-of-way when transit or other traffic along the rail line increases to a level where noise attenuation measures are required."
81. Where a lot abuts the rail line, the following notice shall be placed on title and in all agreements of purchase and sale:
- OTTAWA (DSD)

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

**Survey Requirements**

85. The plan of subdivision shall be referenced, where possible, to the Horizontal Control Network, in accordance with the City requirements and guidelines for referencing legal surveys.

**Closing Conditions**

86. At any time prior to final approval of this plan for registration, the City of Ottawa may, in accordance with Section 51 (44) of the Planning Act, (DSD) R.S.O. 1990, amend, delete or add to the conditions and this may include the need for amended or new studies.

87. The City of Ottawa Subdivision Agreement shall state that the conditions run with the land and are binding on the Owners, heirs, successors and assigns. (LEGAL) OTTAWA

88. Prior to registration of any phase of the plan of subdivision, the City of Ottawa is to be satisfied that Conditions 1 through 87 have been fulfilled. (DSD) OTTAWA

89. If the plan of subdivision has not been registered by *February 6, 2009*, OTTAWA the draft approval shall lapse pursuant to Section 51 (32) of the Planning Act, 1990. Extensions may only be granted under the provisions of Section 51 (33) of said Planning Act prior to the lapsing date. (DSD) OTTAWA