

Appendix C: Conditions of Draft Plan of Subdivision Approval

THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-23004 GLENDOWER PROPERTIES INC. ARE AS FOLLOWS:

1.0 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc. identified as Project No. P-3302, dated May 21, 2025 subject to outstanding City comments being addressed. The draft plan may be further redlined revised, if necessary, in order to meet the City's requirements.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXX, XX, 2028 unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this Plan of Subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.5 Prior to the execution of a subdivision agreement, the Owner agrees to obtain required approvals from York Region and any other applicable public agencies to the satisfaction of the Director of Engineering.
- 1.6 Prior to the release for registration of any phase within this Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to the MESP, transportation impact assessment studies, functional traffic designs, transportation demand management plans ("TDM"), stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to address all outstanding comments to the satisfaction of the Director of Engineering, to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan of Subdivision, as necessary, to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.7 The Owner agrees to design the watermain system to service the development will have a minimum of two independent water supply points to provide for adequate system redundancy and looping for domestic and fire protection purposes, to the satisfaction of the Director of Engineering.
- 1.8 The Owner shall agree in the subdivision agreement to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the

satisfaction of, and at no cost to, the City of Markham.

- 1.9 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City's By-law 2005-104, as amended.
- 1.10 Prior to execution of the subdivision agreement the Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.11 Prior to the construction of municipal infrastructure required to service any phase of development, the Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of development.
- 1.12 The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services external to the draft Plan of Subdivision and that are required to service the proposed subdivision phase to the satisfaction of the Director of Engineering and the City Solicitor (the "External Works").
- 1.13 The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, from the external landowners prior to commencing the External Works to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor. The Owner shall further agree in the Subdivision Agreement to pay all costs associated with the construction of the External Works to the satisfaction of the Director of Engineering.
- 1.14 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plans of Subdivision including but not limited to, traffic studies, functional traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.

2.0 Transportation Engineering - Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City.
- 2.2 The Owner covenants and agrees to design and construct all municipal roads in accordance with City standards and specifications.
- 2.3 Prior to registration of any phase of the subdivision, the Owner agrees to acquire and convey to the City any lands external to the Draft Plan of Subdivision, as necessary, to complete the road infrastructure requirements as recommended in the accepted Transportation Impact Assessment Study including road connection from the

subdivision to Elgin Mills Road East.

- 2.4 Prior to the registration of any phase of the subdivision, the Owner agrees to review and update the cross-section of Street 1 to include sidewalk on both sides consistent to Markham's design standards for local roads to the satisfaction of the Director of Engineering.
- 2.5 Prior to registration of any phase of the subdivision, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study, to identify locations where pedestrian crossovers are appropriate to support and maintain continuity of active transportation network to the satisfaction of the Director of Engineering. Furthermore, the Owner agrees to design and construct pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.
- 2.6 Prior to registration, the Owner agrees in the Subdivision Agreement to implement the Transportation Demand Management (TDM) Plan in accordance to the accepted recommendations and provisions as informed by the Transportation Mobility Plan Update Revision #2 dated November 2024 to the satisfaction of the Director of Engineering. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the TDM measures.
- 2.7 The Owner covenants and agrees in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City. The Owner further agrees that dead end streets without temporary turning circles shall be barricaded to the satisfaction of the Director of Engineering and, conditions respecting the maintenance of such streets by the Owner until acceptance and assumption by the City will be included in the subdivision agreement.
- 2.8 Temporary Turning Circle:
 - a) The Owner shall construct a temporary turning circle at the south end of Street "1" partially over Lots 1, 2 and 67 (the "Turning Circle") and shall remove the Turning Circle and restore the lands as and when directed to do so by the Director of Engineering, all at its own expense, in accordance with the approved engineering drawings. The Owner shall provide security for these obligations in accordance with Schedule "E". The Owner shall provide a temporary easement to the City over the Turning Circle lands for the purposes of public access to the Turning Circle, as required and shown in Schedule "C" at no cost to the City, to the satisfaction of the City Solicitor and Director of Engineering. The temporary easement will be released upon extension of the road (by others) as set out in clause 8.16(3), to the satisfaction of the Director of Engineering.
 - b) The Owner agrees that Lots 1, 2 and 67 be placed under an "H" Holding Provision until such time that Street 1 south of the Draft Plan can be constructed to provide access to the

above lot and block.

Hydro Corridor Crossing

- 2.9 The Owner shall agree within the Subdivision Agreement, at its sole cost and expense, arrange for the conveyance to the City of such lands and easements within the hydro corridor required by the Director of Engineering for the 17.5m ROW connection to the existing Victoria Square Boulevard through the hydro corridor at no cost and expense to the City, free and clear of encumbrances to the satisfaction of the City Solicitor. The Owner acknowledges and agrees that such lands are currently owned by HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF PUBLIC INFRASTRUCTURE RENEWAL (the “Province”) and that the Owner shall make all arrangements with the Province and Hydro One for the said conveyance of lands and easements to the City at no cost to the City.

3.0 Development Engineering – Municipal Services

- 3.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.
- 3.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City of Markham that two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes will be provided.
- 3.3 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City’s By-law 2005-104, as amended.
- 3.4 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater management strategies recommended in the previously accepted functional servicing and stormwater management reports.
- 3.5 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering. The Owner further agrees to do the sewer video inspection:
- a) Prior to the connection being made;
 - b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering; and

- c) Upon all roads, parking lots, driveways in the Owners Subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and cleaning the existing downstream sewers to the satisfaction of the Director of Engineering.

- 3.6 The Owner agrees that major overland flows from the subdivision will traverse through external lands not owned by the Owner. The Owner agrees to make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management pond, and convey lands or easement required for the conveyance of overland flows to the satisfaction of the Director of Engineering.

Groundwater Management

- 3.7 Prior to commencing any constructions, the Owner shall agree to identify any municipal infrastructure potentially susceptible to settlement due to the dewatering activities in the hydrogeology report/settlement assessment. If any are identified, the owner must submit a pre-construction survey (including photos) and CCTV of the municipal infrastructures to the satisfaction of the Director of Engineering.

Development Engineering - Lands to be Conveyed to the City / Easements

- 3.8 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. The owner shall also provide for any easements and works external to the draft Plan of Subdivision necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.
- 3.9 Upon registration of the plan of subdivision, the Owner shall convey Block 92 to the City, for grading purposes, free of all costs and encumbrances, to the satisfaction of the City

Development Engineering – Utilities

- 3.10 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.
- 3.11 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
- 3.12 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way, they

shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.

- 3.13 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 3.14 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 3.15 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

6.0 Environmental Engineering - Environmental Clearance

- 6.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the Environmental Protection Act and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy and Procedures for Conveyance of Land to the City Pursuant to the Planning Act.
- 6.2 Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 6.3 Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City’s standard and will be signed by the Qualified Person and a person authorized to bind the Owner’s company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.

- 6.4 The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City of Markham immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.
- 6.5 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 6.6 Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.

7.0 Development Engineering – Storm Water Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the City and the Toronto and Region Conservation Authority.

8 Development Engineering – Services within Regional Road

- 8.1 The Owner acknowledges that any proposed servicing on Woodbine Avenue is subject to the approval from York Region. Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner shall obtain approval from York Region for works within the Region right-of-way. In the event, York Region does not permit the installation of the proposed servicing within Warden Avenue right-of-way, the Owner shall revise the draft plan if required to provide alternate locations for the proposed servicing including providing servicing blocks if required to the City, to the satisfaction of the Director of Engineering.

9.0 Streetlight Types – Municipal Engineering

- 9.1 The Owner shall agree in the Subdivision Agreement to contact the City of Markham prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

10.0 Downstream Sanitary Sewer Capacity Analysis and Upgrade:

- 9.2 The Owner acknowledges and agrees that the existing sanitary sewer on James Joyce Drive, south east of Elgin Mills Road and Victoria Square Boulevard, west of the Hydro Corridor (the “Downstream Sanitary Sewer”), has limited capacity to accommodate the additional sewage flows that will be generated by the Owner’s plan of subdivision.
- 9.3 The Owner acknowledges and agrees that the City will conduct long-term flow and rain gauge monitoring in the area for minimum one year beyond 85% occupancy of the Victoria Glen community development by City approved contractor at the expense of the Victoria Glen landowners. Data collected through this monitoring will be used to calibrate the sanitary sewer model for assessing sewer capacities while quantify Inflow and Infiltration (I/I) at the Owner’s expense.
- 9.4 The Owner covenants and agrees in the Subdivision Agreement to adhere to York Region’s Inflow and Infiltration (I/I) Reduction Standard for the design and construction of public and private-side sanitary sewers and connections. The Owner covenants and agrees to actively reduce I/I within the contributing area.
- 9.5 The Owner shall acknowledge and agree that further development in the area will not proceed if the monitored flow exceed the City’s Design Criteria, as determined at the City’s discretion.
- 9.6 The Owner covenants and agrees in the Subdivision Agreement to provide a Security for the downstream sanitary sewer upgrades required for the Victoria Glen community if such upgrade is required.

11.0 Downstream Sanitary Sewer Improvements (“External Works”):

- 12.1 The Owner agrees in the Subdivision Agreement to design and construct improvements to the Downstream Sanitary Sewer at no cost to the City, obtain written permission from all affected land owners to carry out such external works, and obtain all necessary permits from the City’s Environmental Services and Operations departments prior to the commencement of the work, if the design flow and flow monitoring undertaken above show that the Downstream Sanitary Sewer does not have capacity to accommodate the additional sewage flow that will be generated by any phase or portion of a phase within the Owner’s Plan of Subdivision. The Owner shall provide any developers’ group agreement (if any) relating to the construction of the said upgrades.

12.0 Hydro-Corridor Crossing (“External Works”):

- 13.1 The Owner shall agree within the Subdivision Agreement, at its sole cost and expense, arrange for the conveyance to the City of such lands and easements within the hydro corridor required by the Director of Engineering for the 17.5m ROW connection to the existing Victoria Square Boulevard through the hydro corridor at no cost and expense to the City, free and clear of encumbrances to the satisfaction of the City Solicitor. The Owner acknowledges and agrees that such lands are currently owned by HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF

PUBLIC INFRASTRUCTURE RENEWAL (the "Province") and that the Owner shall make all arrangements with the Province and Hydro One for the said conveyance of lands and easements to the City at no cost to the City.

- 13.2 13.2. Prior to the registration of the subdivision, the Owner shall enter into a Funding Agreement with the City pursuant to which the Owner shall agree to indemnify the City for any claims relating to the City acquiring the said lands and easements and to pay any and all costs in connection with the conveyance of the said lands and easements to the City prior to the City entering into any agreement with the Province for the conveyance of the said lands and easements to the City.
- 13.3 13.3. The Owner further acknowledges and agrees that in the event that the Owner wishes to commence construction on such lands before such lands and easements are conveyed to the City, it shall be responsible for obtaining any required permission from the Province and/or Hydro One to access and construct on such lands at its sole cost and expense.
- 13.4 The Owner agrees within the Subdivision Agreement that the proposed crossing will ensure grading will match into the existing lands without drainage obstructions or conflicts with the existing Toronto Hydro infrastructure and associated buffers.
- 13.5 Prior to the execution of the Subdivision Agreement, or Pre-Servicing Agreement, or Construction Agreement, the Owner shall obtain permission from Hydro, in writing, to grade or to perform any Work within the Hydro corridor.

15.0 Fire

- 15.1 Firebreak lots/blocks shall be designated within a subdivision plan agreement, to the satisfaction of the Fire Services.
- 15.2 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 15.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m. Fire hydrants shall be located at the beginning/end of each lane.
- 15.4 The Owner shall acknowledge and agree that building permits will not be issued for lands in any stage of development until the Director of Building Standards has been advised by the Fire Services that there is an adequate water supply for firefighting operations and two separate, remote and unobstructed accesses is available.
- 15.5 To ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two full moves accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 15.6 A townhouse building shall not exceed a distance of 45m in length.

- 15.7 Lanes that service townhouse blocks with detached garages shall not exceed 90m.
- 15.8 Lanes shall be designed in accordance with minimum fire access route specifications indicated in the Ontario Building Code.

16.0 Waste

- 16.1 The Owner acknowledges that all garbage, recyclables and organic materials shall be collected by the City once weekly in accordance with the City's collection schedule, as it may be amended from time to time. Effective January 1, 2026, in accordance with Ontario Regulation 391/21: BLUE BOX, collection of recyclables shall be the obligation of product producers. The Owner is responsible for contacting the Resource Productivity and Recovery Authority, requesting information regarding the organization responsible for providing the site with recycling collection, and establishing recycling collection services.
- 16.2 The Owner covenants and agrees in the Subdivision Agreement to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per dwelling unit, so that each resident may participate in the City's waste management program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials provided by the City are deposited in each dwelling unit on or before the date of closing or new occupancy, whichever occurs first.
- 16.3 The Owner covenants and agrees in the Subdivision Agreement that upon dwelling occupancy, unobstructed roadway access, in accordance with the City's design requirements, will be provided for the safe passage of municipal waste collection vehicles on the designated collection day.
- 16.4 The Owner covenants and agrees in the Subdivision Agreement that at times when the required access can not be provided, the Owner shall be responsible for moving all residential waste from the occupied dwellings to an alternate location, approved by the City Official, at the Owner's expense, for collection by the City.

17.0 Urban Design

A. STANDARD CONDITIONS

Tree Assessment and Preservation Plan

- 17.1 The Owner shall submit for approval a Tree Assessment and Preservation Plan prior to the execution of the Subdivision Agreements, to the satisfaction of the City's Director of Planning and Urban Design in accordance with the Tree Preservation By-Law 2023-164.
- 17.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the Tree Assessment and Preservation Plan for approval, prior to the issuance of a Site Alteration Permit, Tree Permit, or Pre-Servicing Agreement, to the satisfaction of the City's Director of Planning and Urban Design.

- 17.3 The Owner shall obtain written approval from the City's Director of Planning and urban design before destroying or injuring trees within the area of the draft plan.
- 17.4 The Owner shall submit a tree compensation schedule detailing replacement and enhancement planting or the replacement values, for approval by the City's Director of Planning and Urban Design, as part of the Tree Assessment and Preservation Plan, and in accordance with the Tree Preservation By-law 2023-164, City Streetscape Manual, as amended based on the following:
- a) Progressive Aggregate Caliper Method valuations for all trees 20 cm DBH or greater on private lands and for all trees of any size on public lands.
 - b) Where a site does not allow for replacement tree planting, the City will require payment of replacement value based on the Progressive Aggregate Caliper Method valuations required by condition 13.4 a).
 - c) Where trees have been removed or damaged without authorization, the requirement for either the replacement or payment of replacement value shall be determined by the Director of Planning and Urban Design.
 - d) Street trees, restoration planting, and SWM Pond planting shall not be counted towards tree compensation planting.
 - e) Tree compensation planting is not eligible for DC credit.
- 17.5 The Owner acknowledges and agrees to implement the tree compensation schedule on a phase-by-phase basis, including submitting an updated Tree Assessment and Preservation Plan and Landscape Plans for each phase of development

Community Design

- 13.2 The Owner shall implement and incorporate all requirements of the approved Victoria Glen Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 13.3 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 13.4 Plans submitted for model home permits for any building within the Draft Plan of Subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved Architectural Control Guidelines.
- 13.5 The Owner shall ensure that the design architect for any buildings within this Draft Plan of Subdivision shall not also assume the role of control architect for this Draft Plan of Subdivision.
- 13.6 The Owner acknowledges and agrees right-of-way design including intersection configurations shall be consistent with the latest approved North Markham Future Urban Area right-of-way cross sections. Any changes to right-of-way cross-section design shall be approved by the City.

Landscape Works

- 13.7 Prior to the execution of the Subdivision Agreement, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the North Markham Urban Design Guidelines, the approved Architectural Control Guidelines, the approved Victoria Glen Community Design Plan, and the Glendower Subdivision Trail Design Brief, to the satisfaction of the City's Director of Planning and Urban Design, and including the following:
- a) For all public streets, streetscape plan and street tree planting in accordance with the City Streetscape Manual dated June 2009, as amended;
 - b) A specialized depth of topsoil (300mm minimum) in the entire municipal boulevard
 - c) for sod, and a specialized depth of planting soil (900mm minimum) in continuous
 - d) planting trenches to appropriately plant boulevard trees in accordance with the
 - e) City Streetscape Manual dated June 2009, as amended;
 - f) For all corner lots provide privacy wood screen corner lot fencing, as required;
 - g) Noise attenuation fencing as required;
 - h) For all lots backing or flanking onto an Open Space Block, or Greenway Block, , a 1.5m high galvanized steel chain-link fence to be installed along the property boundary and entirely within public lands (footing and fencing).
 - i) For areas where a galvanized steel chain link fence meets a privacy or acoustic fence, the galvanized steel chain link fence shall overlap the abutting privacy or acoustic fence by 0.5 m and provide a separate footing to deter entrance to an Open Space Block, or Greenway Block, and minimize conflicts with the privacy or acoustic fence foundation;
 - j) For all lots flanking onto Mid-block Walkway Connection Blocks, Servicing Blocks, or utility notches, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence. The building shall be setback at a minimum of 2.4 m from the property line (3.0 m is preferred);
 - k) For all lots backing or flanking onto Park Blocks, a 1.5 m high black vinyl chain link fence (footing and fencing) shall be placed on private property and be aligned with privacy or acoustic fence;
 - l) For all lots backing or flanking onto hydro corridors, a 1.5 m high black vinyl chain link fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence;
 - m) For window street flanking onto hydro corridors, a 1.5 m high black vinyl chain link fence (footing and fencing) and/or retaining wall (footing and retaining wall) shall be placed on hydro one property;
 - n) For Open Space Blocks and Mid-block Walkway Connection Blocks provide landscaping;
 - o) Any trail related-works, including but not limited to trails, trail amenities, and trailheads within Greenway Blocks, Open Space Blocks, Servicing Blocks, and Walkway Blocks;

- p) Landscaping should be provided between each townhouse block;
- q) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and Tree Inventory and Compensation Schedule; and
- r) For Open Space Blocks and Greenway Blocks, provide tree compensation planting, buffer planting, restoration planting, and the inclusion of habitat features

17.18 The Owner shall construct all landscape works referred to in Condition 13.7 in accordance with the approved plans at no cost to the City. The construction of trail network, item 13.7 l) is not eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.

17.19 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 17.19.

17.20 The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE CITY HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 13.7 a).
- FENCING AS REQUIRED BY THE CITY.
- FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY).
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY).
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY.
- FENCING OF SCHOOLS, PARKS, WALKWAYS, SERVICING, AND STORMWATER MANAGEMENT FACILITY BLOCKS.
- BUFFER PLANTING AND LANDSCAPING FOR, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS
- SUBDIVISION ENTRY FEATURE AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.
- FRONT YARD LANDSCAPING FOR CERTAIN LANE BASED TOWNHOUSE UNITS.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOMEPURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

Trail System

17.21 The Owner acknowledges and agrees to implement a trail system; the Greenway Block 87, and Open Space Block 91, in accordance with the requirements of the Community Design Plan and the Glendower Subdivision Trail Design Brief, dated January 2025,

to the satisfaction of the City's Director of Planning and Urban Design and the City's Director of Engineering. The Owner shall make best efforts to coordinate the construction of the trail system on its lands with the abutting subdivision (19TM-23007), so that the trails on both subdivisions and be opened to the public at the same time.

- 17.22 The Owner agrees to provide the detailed design of the trail system for approval by the Director of Planning and Urban Design prior to the execution of the Subdivision Agreement.

Financial

- 17.24 Prior to the execution of the Subdivision Agreement, the Owner shall provide a Letter of Credit, in an amount to be determined by the City's Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, tree compensation, restoration planting, habitat features, fencing, streetscape, landscape works, and other landscaping requirements applicable to the subject phase.

B. SPECIAL CONDITIONS

- 17.23 The Owner shall retain a design consultant to prepare Architectural Control Guidelines to be submitted to the City's Director of Planning and Urban Design for approval prior to the execution of the Subdivision Agreement.
- 17.25 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 17.26 The Owner shall retain a design consultant to prepare Architectural Control Guidelines that incorporate age-friendly design elements to comply with the City's Age-Friendly Design Guidelines.
- 17.27 The Architectural Control Guidelines shall include provisions requiring a minimum of 5% of the low-rise product to be limited to having 2 risers or less (not including the door threshold) to the level of the porch. The architectural design and site grading shall be proposed to accommodate with these requirements.
- 17.28 The Owner acknowledges and agrees to submit elevation drawings and floor plans for all townhouse blocks identified in the Architectural Control Guidelines, identifying all proposed utility metres and AC condenser unit locations, stamped by the Control Architect, to the satisfaction of the Senior Manager of Urban Design, prior to submission of application for any building permits.
- 17.29 The Owner acknowledges and agrees prior to the execution of the Subdivision Agreement to provide a 1.5 m wide sidewalk on both sides of Street 1, and the minimum required boulevard space for street tree planting within the right of way, to the satisfaction of City's Director of Engineering and Planning and Urban Design.
- 17.30 The Owner agrees to provide an accessible walkway connection to Woodbine Avenue upon the full build-out of Woodbine Avenue to the satisfaction of the City's Director

of Planning and Urban Design.

Parks and Open Space

- 17.25 The Owner covenants and agrees that the parkland dedication requirement for the Draft Plan of Subdivision is 0.337 hectares (the “Total Parkland Requirement”), as per a rate of 1 hectare per 600 units, for a total unit count of 202 units, and is calculated as follows.

$$1 \text{ hectare} / 600 \text{ units} \times 202 \text{ units} = \mathbf{0.337 \text{ hectares}}$$

- 17.26 The Owner acknowledges and agrees that this parkland dedication requirement is calculated for a total of up to but not exceeding 202 units. The Owner acknowledges and agrees that any increase in the number of units within the Subdivision beyond the approved 202 units, may trigger additional parkland dedication requirements, to the satisfaction of the Director of Planning and Urban Design.
- 17.27 The Owner covenants and agrees to convey Park Block 88 inclusive to the City, free of all costs and encumbrances, to the satisfaction of the City’s Director of Planning and Urban Design, upon registration of the first phase of the plan of subdivision

Block Number	Park Type	Area
Block 88	Parkette	0.337 hectares

- 17.28 Prior to the release for registration of this Draft Plan of Subdivision, the Owner shall provide the City’s Director of Planning and Urban Design with a letter from the Victoria Glen Landowners Group Trustee indicating the total parkland dedication to date for this Draft Plan of Subdivision and the adjacent Draft Plan of Subdivisions, as of the date of the subject phase’s Subdivision Agreement execution.

Base Park Development

- 17.29 The Owner shall provide and/or install the following in support of the base park construction for Block 88:
- 100 mm diameter water line be installed to service the Park Block 88. The water services will have a shutoff valve at the park property line with the service extending one metre into the park block and shall be plugged;
 - A 120/240 volt, single-phase, three-wire power supply to be made available to the Park Block 88. The provision of this power supply will consist of a 3-conductor #3/0 aluminum underground cable drop located inside of the park property, three metres from the street line and one metre from the adjacent property line. The cable supply will originate from the closest single-phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade;
 - rough grade using clean structural -fill to minus 300mm (+50mm tolerance) below finished grade from the approved engineered grading plans or 12" below (+2"

tolerance) and certified by the Engineer, in accordance with City standards. Grade to be inspected and certified by the Engineer as engineered, structural, debris free, non-organic, compacted to 95% SPD and shall be accompanied by the Engineer's seal which has been signed and dated by them along with an electronic CAD drawing file containing as-built information which supports the certification of grades minus 300mm (+50mm tolerance) below engineered grading plans. Plans shall show spot elevations on a 10m x 10m grid, contours at 0.25m contour intervals, as well as perimeter grades which match approved grading plans. Should any issues arise during park construction with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the Park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design, undertake such as additional work as required;

- d. upon the completion of rough grading and topsoiling of the Park Block 88, provide geotechnical report completed by a qualified professional confirming suitable parkland soil requirements, bearing capacity of subsoil, textural class, and chemical analysis identifying no contaminants with a bore hole log report including a minimum of four (4) boreholes per acre. Should the results of the existing sub soils not meet suitable park land soil requirements or should any issues arise during above base park construction by the City with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design undertake such additional work as required to excavate and remove soils to an appropriate depths and supply and install suitable soils at the Owners expense;
- e. prior to spreading topsoil, provide results of topsoil fertility testing, confirming that the topsoil to be installed in the Park meets the City's requirement for levels of nitrogen, phosphorus, potassium, micro nutrients and its textural class and organic content etc. The Owner agrees to amend topsoil according to the City's current specifications for 'Topsoil and Finish Grading', to the satisfaction of the Director of Planning and Urban Design;
- f. provide and install topsoil to a depth of 300 mm spread over the entire park including removal of all boulders and non-organic debris larger than 100mm from topsoil, and seed the park with a City approved seed mix to the satisfaction of the Director of Planning and Urban Design;
- g. install temporary fence around entire Park at the property line, complete with construction gate, in accordance with OPSD 971.101 and maintain the fencing until for the two-year maintenance period, or until final acceptance of the Park by the City;
- h. grade, topsoil and sod all adjacent boulevards and maintain turf debris free;
- i. base parkland as-built survey (AutoCAD format) completed by an Ontario Land Surveyor that is to the satisfaction of Director of Planning and Urban Design;
- j. any other landscaping required by the approved Community Design Plan; and
- k. maintenance of the Park, including cutting the grass a minimum of six times per year, between the dates of May 1 and October 30th, for the two-year maintenance period and removal of all refuse, junk, stones, dumping, debris or other material

deposited on the Park, at the expense of the Owner until final acceptance of the Park by the City, to the satisfaction of the Director of Planning and Urban Design.

- l. The Owner acknowledges and agrees that the foregoing park components set out in clauses (a) to (k) are not eligible for credit against development charges.
- m. Stockpiles, shoring/staging works, or storage of construction equipment or materials, other than the materials, equipment, and stockpiles required for the base park work, are not permitted on lands conveyed or to be conveyed to the City for park purposes unless approved in writing by the Director of Planning and Urban Design

17.30 Stockpiles, shoring/staging works, or storage of construction equipment or materials, other than the materials, equipment, and stockpiles required for the base park work, are not permitted on lands conveyed or to be conveyed to the City for park purposes unless approved in writing by the Director of Planning and Urban Design.

17.0 Planning

17.1 Prior to final approval of the draft Plan of Subdivision or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Victoria Glen Secondary Plan area, to the satisfaction of the City (Commissioner of Development Services and City Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.

17.2 That the Owner covenants and agrees to provide written clearance from the Trustee of the Victoria Glen Landowners Group, prior to registration of any phase of the draft Plan of Subdivision, to the satisfaction of the Director of Planning and Urban Design.

17.3 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including a Park Concept Plan and Streetscape Plans; stormwater management facility and related facilities; schools by type; place of worship sites; other institutional sites by type; commercial sites by type; other surrounding land uses and facilities as specified by the City; existing or future; arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; City lot grading standards.

All display plans shall be reviewed and approved at the sales office by City staff, prior to the displaying at the sales office.

17.4 The Owner covenants and agrees in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:

- a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
- b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
- c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.

17.5 The Owner covenants and agrees in the Subdivision Agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.

17.6 The Owner covenants and agrees in the Subdivision Agreement to provide a minimum of six (6) of the low-rise units with built-in secondary suites, to the satisfaction of the Director of Planning and Urban Design.

17.7 The Owner covenants and agrees in the Subdivision Agreement to offer their purchasers at the time of sale the following options to facilitate aging in place and improved accessibility:

- a) Ramps where suitable
- b) Primary bedroom on the main floor on select models
- c) Elevators or the potential to accommodate a future elevator on select models
- d) Secondary entrances to facilitate secondary suites
- e) Double front entry doors for detached designs
- f) Open floor plans where possible, with minimum hallway widths of 36 inches or greater
- g) Pull down lever style door handles
- h) Electrical outlets placed 18- 24 inches from the floor level throughout the home, except over kitchen and bathroom counters
- i) Main bathroom with wood reinforcing built into the walls of the bath tub and over the toilet for future installation of grab bars
- j) A walk- in shower in all master bathrooms
- k) Generous primary bedroom shower sizes that can accommodate shower seats
- l) Generous main floor stair widths and appropriate railings to accommodate future chair lifts

18.0 Canada Post

18.1 The Owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.

18.2 The Owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.

18.3 The Owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on

the appropriate servicing plans.

- 18.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
 - b) Any required walkway across the boulevard.
 - c) Any required curb depressions for wheelchair access.
- 18.5 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 18.6 The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

19.0 York Region

- 19.1 The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
- 19.2 The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 19.3 The Owner shall agree that no private vehicular access will be permitted to Woodbine Avenue, except for Block 85. Access to Block 85, subject to further review, shall be consolidated, and exclusive turn lanes shall be provided on Woodbine Avenue.
- 19.4 The Owner shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments, as well as facilities on the site (e.g., convenient and secure bike racks near entrances) to promote the usage of non-auto travel modes. The Owner shall provide drawings to show the pedestrian and cycling connections and facilities.
- 19.5 The Owner shall agree to implement the recommendations of the Transportation Study, including TDM measures and incentives, as approved by the Region.
- 19.6 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 19.7 The Owner shall agree in wording satisfactory to Development Engineering, that an Engineering Approval or a Site Plan Application approval from the Region is required to be in place before the commencement of any site alteration or construction works

for Block 85 abutting Woodbine Avenue.

- 19.8 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
- 19.9 The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering
- 19.10 The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 19.11 The following warning clause shall be included with respect to the lots or blocks affected:
 "Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
- 19.12 Where noise attenuation features will abut a York Region Right-of-Way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-of-Way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region Right-of-Way's shall not be the responsibility of York Region.
- 19.13 The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

- 19.14 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 19.15 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision; and
 - b) A copy of an email confirmation by a City of Markham staff member stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
- 19.16 The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to Development Services and Infrastructure Asset Management for record.
- 19.17 Concurrent with the submission of the subdivision servicing application to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
 - b) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
 - c) Grading and Servicing;
 - d) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - e) Construction Access Design;
 - f) Utility and underground services Location Plans based on SUE Investigation with Level A accuracy at crossings and Level B accuracy for alignment and the info shown on the drawings;
 - g) Traffic Control/Management Plans;
 - h) Erosion and Siltation Control Plans;
 - i) Landscaping Plans, including tree preservation, relocation and removals;
 - j) Arborist Report;
 - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
 - l) Functional Servicing Report (water, sanitary and storm services);
 - m) Water supply and distribution report;
 - n) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 19.18 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-of-Way will be considered eligible for credit, and any work done

prior to submission without prior approval will not be eligible for credit.

- 19.19 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 19.20 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 19.21 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 19.22 The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 19.23 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 19.24 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 19.25 Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 19.26 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
- 19.27 The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA

submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

19.28 Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:

- a) A widening across the full frontage of the site where it abuts Woodbine Avenue of sufficient width to provide a minimum of 20.5 metres from the centreline of construction of Woodbine Avenue and any lands required for additional turn lanes at the intersections, and
- b) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Woodbine Avenue and adjacent to the above noted widening(s).

19.29 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.

19.30 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the

Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.

- 19.31 The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 19.32 For any applications (Site Plan or Zoning By-law Amendment) deemed complete after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
- 19.33 The Regional Corporate Services Department shall advise that Conditions 1 to 30 inclusive, have been satisfied

20.0 Ministry of the Environment Conservation and Parks (MECP)

- 20.1 The Owner shall agree in the subdivision agreement to satisfy any requirements with respect to the Provincial Endangered Species Act.

21.0 Heritage

- 21.1 That as a condition of the development approval, the owner provide and install at their cost, an interpretive baked enamel "Markham Remembered Plaque" to commemorate the history of the Henry and Charlotte Lever House.

23.0 Rogers

- 23.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Communications Service Providers facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 23.2 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- 23.3 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility

infrastructure for the Subdivision, as well as the timing and phasing of installation.

- 23.4 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

24.0 **Natural Heritage**

- 24.1 The Owner covenants and agrees to convey all Greenway and Open Space blocks to the City of Markham in a physical condition to the satisfaction of the City.
- 24.2 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study.
- 24.3 That prior to final approval of the draft plan, the Owner agrees to prepare a Natural Heritage Restoration Plan for Greenway and Open Space Blocks. The NHRP shall include detailed landscape plans prepared to the satisfaction of the Director of Planning and Urban Design.
- 24.4 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the ecological restoration and trail construction works identified in the NHRP.
- 24.5 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Greenway or Open Space Block providing notice that "Lands adjacent to this property have been conveyed to the City of Markham for environmental protection purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste and removal of trees/vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise".
- 24.6 The Owner covenants and agrees to prepare and distribute a natural heritage stewardship guide to all purchasers abutting a Greenway or Open Space Block.
- 24.7 The Owner covenants and agrees to ensure that the trailhead (Block 91) shall be zoned OS1.

25.0 **TRCA**

- 24.8 The final Plan of Subdivision shall be in general conformity with the draft plan prepared by KLM Planning, dated November 19, 2024 and signed by Stephen Kosmachuk; OLS dated February 12, 2025. Prior to a request for clearance of any phase of this plan, to:
- a) Include blocks that are to be conveyed to the Municipality or TRCA as appropriate to the satisfaction of the City of Markham and TRCA.

- b) Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Markham and TRCA as a result of the completion of required studies.
 - c) Should the above not be adequately addressed in the Plan, red-line revision will be required to the satisfaction of the TRCA, to address the Authority's requirements with respect to these conditions
- 24.9 The final Plan of Subdivision shall be in general conformity with the Victoria Glen Master Environmental Servicing Plan (MESP). Should the draft plan of subdivision not adequately reflect the MESP, a red-line revision will be required to the satisfaction of the TRCA.
- 24.10 Prior to registration of the Plan of Subdivision, the applicant shall provide an M-Plan demonstrating any adjusted block lines, additional blocks, and any other required revisions to the satisfaction of the City of Markham and TRCA.
- 24.11 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the owners or their agents submitting constructed prior to the subject development the following plans and reports to the satisfaction of the Toronto and Region Conservation Authority:
- a. A revised Functional Servicing Report and/or written verification that either:
 - i. The downstream storm sewers and SWM Pond BZ10 have sufficient capacity for the conveyance of stormwater from the subject subdivision; or
 - ii. Written confirmation that the downstream Storm Water Management Pond BZ10 will be constructed prior to the subject subdivision.
 - b. Detailed grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to valley and stream corridor blocks. All modifications to existing slopes must result in geotechnically-stable slopes to the satisfaction of the TRCA.
 - c. Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will not encroach, or be placed on lands outside of the development areas. These plans must also identify no grading works and fill placement within the valley corridor, beyond those approved by the TRCA.
 - d. Information detailing all anticipated temporary dewatering that may be required during the construction phases, including anticipated volumes, duration, discharge locations, and filtration media – as required, to the satisfaction of the TRCA, for the purposes of confirming whether erosion is anticipated and whether a TRCA permit is required.
- 24.12 That prior to any development, pre-servicing or site alteration, the applicant obtains all permits pursuant to the Conservation Authorities Act from the TRCA for all works proposed on the subject property for which permits would be required and those related to any associated off-site infrastructure or stormwater management works required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated within TRCA's Regulated Areas until such time as a permit from the TRCA and all requisite

TRCA approvals are attained.

- 24.13 That the size and location of Stormwater Management Blocks and LID measures, including any outlets and outfalls and any stormwater management infrastructure utilized for quantity control, be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks or modify their size or configuration into the surrounding lands within this subdivision which are currently proposed for development.
- 24.14 That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for private lots or blocks on which infiltration related infrastructure such as LID's, rear yard swales and catch basins are located which identifies the following:
- a. That underground and/or surface stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the owner's responsibility for the long-term maintenance of this system by ensuring that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form.
- 24.15 That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for blocks and lots adjacent to TRCA regulated lands:
- a. The owners are advised that the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and will not be actively maintained. A future public trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.
- 24.16 That the owner shall provide a comprehensive planting and restoration strategy having specific regard for the CUP3-3 unit recognizing that it supports the adjacent Provincially Significant Wetland (PSW) as well as any proposed grading encroachment into the PSW buffer. The owner commits to funding the implementation of the restoration and enhancement plans on the subject lands, as well as any associated monitoring and warrantee to the satisfaction of TRCA and in accordance with the recommendations of the EIS.
- 24.17 That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions.

- b) To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
- c) To design and implement on-site erosion and sediment controls in accordance with current TRCA standards.
- d) To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
- e) To obtain all necessary permits pursuant to the conservation Authorities Act from the TRCA.
- f) To erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting natural areas and their buffers (if gratuitously dedicated to the TRCA).
- g) To implement all water balance/infiltration measures identified in the submitted studies that have or are to be completed for the subject property.
- h) Implement all adaptive management and mitigation measures identified in the submitted design reports that have or are to be completed for the subject property.
- i) To provide for the warning clauses and information identified in TRCA's conditions.
- j) That where required to satisfy TRCA's conditions, development shall be phased within this plan.
- k) That prior to a request for renewal of draft approval of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the owner update any studies and plans, as required, to reflect current day requirements.

26.0 Hydro One

26.1 Any proposed secondary land use on the transmission corridor is processed through the Provincial Secondary Land Use Program (PSLUP). The developer must contact Johnny Bi, Real Estate Coordinator at johnny.bi@hydroone.com to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.

26.22. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.

26.3 Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.

26.44. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.

26.55. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.

26.66. This letter and the conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through PSLUP. HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.

Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Markham.

Access to, and road construction on the transmission corridor is not to occur until the legal transfers or lands or interests are completed.

In addition, HONI requires the following be conveyed to the developer as a precaution:

23.16. The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the Occupational Health and Safety Act, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

26.0 TransCanada PipeLines Limited

23.2 TCPL's right-of-way shall be dedicated to the municipality as passive open space or parkland subject to TCPL's easement rights. TCPL's right-of-way shall be identified on all municipal plans and schedules as a pipeline/utility corridor.

23.3 A crossing and encroachment permit/agreement must be approved by TCPL for ongoing activities such as mowing or maintenance of the right-of-way on public lands.

23.4 The conditions, restrictions or covenants specified by TCPL shall be included in a separate agreement between TCPL and the Owner, and the Owner shall register

such agreement against title to the Subject Lands prior to registration of the subdivision plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.

23.5 Written consent must be obtained from TCPL prior to undertaking the following activities:

- a. Constructing or installing a facility across, on, along or under a TCPL right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
- b. Conducting a ground disturbance (excavation or digging) on TCPL's right-of-way or within 30 metres of the centreline of TCPL's pipeline (the "Prescribed Area");
- c. Driving a vehicle, mobile equipment or machinery across a TCPL right-of-way outside the travelled portion of a highway or public road;
- d. Using any explosives within 300 metres of TCPL's right-of-way; and e.
- e. Use of TCPL's Prescribed Area for storage purposes.

23.6 During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the Owner(s) to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.

23.7 Permanent fencing may be required along the limits of TCPL's right-of-way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TCPL 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.

23.8 Storage of materials and/or equipment on TCPL's right-of-way is not permitted.

23.9 Where TCPL consents to any ground disturbances in proximity to any TCPL pipeline, the original depth of cover over the pipelines within TCPL's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.

23.10 Facilities shall be constructed to ensure that drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within TCPL's right-of-way. All infrastructure associated with site servicing, grading, and stormwater management (e.g. subdrains, manholes, catchbasins, retention walls, storm ponds, culverts/riprap) shall be setback a minimum of 7 meters from the edge of TCPL's right-of-way.

- 23.11 Should pooling of water or erosion occur on the right-of-way as a result of any facility installation or landscaping, the Owner will be responsible for the remediation to TCPL's satisfaction.
- 23.12 Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from TCPL's right-of-way and must maintain a slope of 3:1 away from the edge of the right-of-way.
- 23.13 Mechanical excavation within 1.5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.
- 23.14 In no event shall TCPL be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TCPL. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Owner's Facility on the TCPL right-of-way.
- 23.15 All display plans in the lot/home sales office shall identify the TCPL pipeline right-of-way corridor within the proposed linear park block(s).
- 23.16 The Owner shall include notice of the following in all offers of purchase and sale:
- a. Notice of the easement agreement registered against the property which may affect development activities on the property;
 - b. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
 - c. The number of high pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
 - d. The setback for all permanent structures and excavations from the limits of the right-of-way; and,
 - e. The local One Call number 1-800-400-2255 or www.clickbeforeyoudig.com.
- 23.17 TCPL's prior approval must be obtained for the Site Plans for the permanent structures to be erected on lots and/or Blocks which are encumbered by, or are adjacent to TCPL's right-of-way.
- 23.18 If TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
- 23.19 All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Owner. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Owner must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.

23.20 The owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

24.0 External Clearance Letters

- a) Canada Post shall advise that conditions XX to XX have been satisfied.
- b) The Ministry of the Environment, Conservation and Parks shall advise that condition XXX has been satisfied.
- c) The Regional Municipality of York Planning Department shall advise that condition XXX have been satisfied.
- d) The Toronto and Region Conservation Authority shall advise that condition XXX has been satisfied.
- e) The York Region District School Board shall advise that conditions XXX to XXX have been satisfied.
- f) Hydro One shall advise that conditions XXX to XXX have been satisfied.
- g) Rogers shall advise that conditions XXX to XXX have been satisfied.

Dated: XXXX, XX, 2025

Stephen Lue, Senior Development Manager