

Appendix D: 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-23006 CF/OT BUTTONVILLE PROPERTIES INC. ARE AS FOLLOWS:****1.0 General**

- 1.1 Approval shall relate to a raft plan of subdivision prepared by Malone Given Parsons identified as MGP Project No. 21-3071, dated June 12, 2023, Last Revised June 5, 2024 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 five (5) years from date of issuance by the City, and shall accordingly lapse on **XXX, 2029** 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 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 earlier of the execution of a pre-servicing or subdivision agreement 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, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the Draft Plan(s) 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 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 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 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.
- 2.1 Transportation Engineering - Roads**
- 2.1 The road allowances within the Plan of Subdivision shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
 - 2.2 The Owner agrees to design and construct all municipal roads and services in accordance with City standards and specifications.
 - 2.3 The Owner shall covenant and agree 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.
 - 2.4 Prior to registration of any phase that contains Street 2 (Street C), the Owner acknowledges and agrees to revise the Street 2 (Street C) right-of-way to accommodate the intersection widening at the Street 2 (Street C)/Street 1 (Street D) intersection, if required, to the satisfaction of the Director of Engineering.
 - 2.5 Prior to registration of any phase that contains Street 1 (Street D), the Owner acknowledges and agrees to revise the Street 1 (Street D) right-of-way to accommodate the intersection widening at the Street 3/Street 1 (Street D) intersection, if required, to the satisfaction of the Director of Engineering.

- 2.6 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Mobility Plan, 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 secure pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.
- 2.7 Prior to the registration of any phase of the subdivision that contains Street 1 (Street D), the Owner agrees to update the cross-section for Street 1 (Street D), to include 4.0 m multi-use pathways within the north and the south boulevards, to the satisfaction of the Director of Engineering.
- 2.8 Prior to the registration of any phase of the subdivision that contains the connection of Street 3 to Vine Cliff Boulevard, the Owner agrees to modify the lay-by parking bay within the north boulevard along Vine Cliff Boulevard, if required, in coordination with Berczy Warden Holdings Inc., to the satisfaction of the Director of Engineering.
- 2.9 Prior to the registration, the Owner agrees to review and demonstrate that the residential driveways along the public laneways are operationally feasible, to the satisfaction of the Director of Engineering.
- 2.10 Prior to the registration of any phase of the subdivision, the Owner agrees to provide a demonstration plan for site plan Blocks 36, 37 and 38 to further inform and/or provide recommendations for probable internal configuration and driveway locations to the to the satisfaction of the Director of Engineering.
- 2.11 The Owner agrees to implement the TDM Plan recommendations and provisions to be outlined in the Transportation Mobility Plan 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 recommendations in the transportation Study.

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 strategy 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 shall covenant and agree in the subdivision to include in the building permit application all mitigation recommendation from the geotechnical consultant to waterproof basements which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.

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

- 4.1 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 watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.
- 4.2 The Owner shall convey 0.3 m reserves at the end of Street___ , and Street__ to the City, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 4.3 The Owner shall convey Block 6 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the plan of subdivision.

5.0 Development Engineering – Utilities

- 5.1 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.

- 5.2 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.
- 5.3 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 units within the subdivision as and when each 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 Storm Water Management

- 7.1 The Owner acknowledges and agrees that if there are any future changes to the proposed SWM facility type and/or treatment options, the SWM block size will be subject to adjustment, where necessary.
- 7.2 The Owner shall covenant and agree to convey the SWM clock (Block 6 on the Draft Plan), free of all encumbrances to the satisfaction of the Director Engineering
- 7.3 The Owner shall covenant and agree that if, at the detailed design, additional area for the SWM pond block is required to achieve the required storage volumes, the development land must be used and expansion into the greenway system will not be allowed.
- 7.4 The Owner acknowledges that the proposed SWM facility block extends partly into the Regulatory floodplain and will require modification through a floodplain cut-fill analysis to ensure that the pond is situated outside the adjusted Regulatory floodplain limits. The Owner agrees to secure all required permits and approvals from relevant agencies, including the TRCA, for such floodplain modification works. The Owner further agrees that if any future changes to the SWM block are required because of the floodplain analysis, the SWM block size shall be adjusted accordingly.

8.0 Groundwater Dewatering

- 8.1 The applicant shall agree to submit a dewatering application to the City for review and approval if temporary groundwater dewatering into City sewers is required. The application has to include all relevant documentation and information, including the location(s) for discharging into City's sewers, treatment strategy, etc. and all applicable fees. When the application is completed to the satisfaction of the City, a permit for temporary discharge into the City's sewer will be issued.
- 8.2 The owner shall agree that, for any temporary dewatering required for the subject site, the dewatering quality must comply with the City's Sewer Use By-law 2014-71.
- 8.3 The owner shall agree to submit a pre-construction survey (including photos) and CCTV of all municipal infrastructures identified in the hydrogeology report and/or geotechnical assessment(s) as potentially susceptible to settlement due to the dewatering activities.

9.0 Water Supply

- 9.1 The Owner shall prepare and submit a Water Supply Analysis to determine what is required to provide water services for the development of the lands without causing adverse impacts in the water supply system. The Owner shall identify if there are any water supply constraints for the subject site. If so, the applicant shall evaluate and recommend preferred water supply solutions.
- 9.2 The Owner shall fulfill the recommendations and the necessary works to mitigate any water supply issues identified in the Water Supply Analysis. If the Water Supply Analysis recommends additional water infrastructure(s) necessary to provide municipal services to the development of the lands, then either the completion of that additional water infrastructure(s), or the execution of any agreement with the Owner and the City regarding the construction of the required water infrastructure(s), at no cost to the City, and provide financial securities, submit detailed engineering drawings, pay required fees in accordance with the latest Fee By-Law, provide insurance, etc. as required, to the satisfaction of the Director of Engineering.

10.0 Development Charge (DC) Credits – Capital Finance

- 10.1 The City acknowledges and agrees that the portion of collector and road right-of-way exceeding 23.0 metres width and 11.0 metres width of asphalt in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the construction and property costs associated with roads identified as follows

- Allstate Parkway (from the current terminus to 16th Avenue)

The Development Charge Credits and/or Reimbursement available to the Owner shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the most updated Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy.

- 10.2 The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the most updated Development Charges Background Study, at the time of the DC credit / reimbursement request.

11.0 Streetlight Types – Municipal Engineering

- 12.0 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.

13.0 Phasing Plan

Prior to registration of any phase in the subdivision, the Owner agrees that the City will require a phasing plan accepted by the City for the CF Buttonville area (the "Phasing Plan"). The Owner agrees to develop the lands in accordance with the Phasing Plan to the satisfaction of the Director of Engineering

14.0 Site Access During Construction

- 14.1 Construction access and trades access to the proposed development shall be restricted to 16th Avenue and Allstate Parkway. Access through Renfrew Drive is not permitted.
- 14.2 A barricade and signate shall be provided at the south end of Renfrew Drive to prevent site access through Renfrew Drive.

15.0 Services within Regional Road – Development Engineering

The Owner acknowledges that the proposed sanitary sewer and watermain on Woodbine Avenue to service Blocks 159 and 161 is subject to the approval of the Region of York (the "Region Works"). Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner shall obtain approval from the Region for works within the Region right-of-way. In the event the Region does not permit the installation of the Region Works within Elgin Mills Road E right-of-way, the Owner shall revise the draft plan if required to provide alternate locations for the Region Works including providing servicing blocks if required to the City, to the satisfaction of the Director of Engineering

16.0 Fire

- 16.1 Firebreak lots/blocks shall be designated within a subdivision plan agreement, to the satisfaction of the Fire Services.
- 16.2 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.
- 16.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m.
- 16.4 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.
- 16.5 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 into the development.
- 16.6 The Fire Services has identified the following accesses into the development:
 - Allstate Parkway to Street B
 - 16th Avenue to Street A

- 16.7 These two accesses shall remain unobstructed at all times during construction including afterhours, weekends and holidays. No gates, fencing or other types of obstructions are permitted. It shall be the owner's responsibility to secure the site by other means and shall be approved by the Fire Services.
- 16.8 The Owner shall agree in the Subdivision Agreement that each principal entrance for all buildings shall not be more than 15 m from the access route.
- 16.9 The that all fire routes shall be a minimum of 6m wide with an overhead clearance of 5m.
- 16.10 The owner shall agree in the Subdivision agreement that shall agree in the subdivision Agreement that access for firefighting shall have a minimum of 12m centreline turning radius with a 9m inside turning radius along all changes in direction along the fire access route.

17.0 Natural Heritage

- 17.1 The Owner covenants and agrees to convey Block 7 (Natural Heritage System) to the City of Markham in a physical condition to the satisfaction of the City.
- 17.2 The Owner covenants and to implement the recommendations of the Environmental Impact Study prepared by Dillon Consulting and dated May 2025.
- 17.3 That prior to final approval of the Draft Plan, the Owner agrees to prepare a Natural Heritage Restoration Plan for Block 7 (Natural Heritage System). The Natural Heritage Restoration Plan shall include a detailed landscape plan prepared to the satisfaction of the Director of Planning and Urban Design. It shall address.
 - a. Recommendations of the Environmental Impact Study prepared by Dillon Consulting and dated May 2025;
 - b. Fencing where the Greenway System abuts private lands;
 - c. Removal of Invasive Species and garbage within the Greenway System lands.
- 17.4 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the ecological restoration works identified in the Natural Heritage Restoration Plan.

18.0 Urban Design

Tree Inventory and Tree Preservation Plan

- 18.1 The Owner shall submit for approval a Tree Inventory and Tree Preservation Plan to the satisfaction of the City's Director of Planning and Urban Design in accordance with the City Streetscape Manual dated 2009, as amended from time to time.
- 18.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement, to the satisfaction of the City's Director of Planning and Urban Design.

- 18.3 The Owner shall obtain written approval from the City's Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 18.4 The Owner shall submit for approval from the City's Director of Planning and Urban Design, as part of the Tree Inventory and Tree Preservation Plan, and in accordance with the City Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
 - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000).
 - c) Where a site does not allow for the 2:1 replacement, the City will require cash in lieu for tree replacement based on a valuation of section b).
 - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 18.5 The Owner acknowledges and agrees to implement the tree compensation schedule on a phase by phase basis, including submission of an updated Tree Inventory and Preservation Plan and Landscape Plans for each phase of development.

Landscape Works

- 18.6 Prior to the release for registration of each phase within this Draft Plan of Subdivision and execution of 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, and the approved Berczy Glen Community Design Plan, 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;
 - b) A specialized depth of topsoil (300mm minimum) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City Streetscape Manual dated June 2009;
 - c) For all corner lots provide privacy wood screen corner lot fencing, as required;
 - d) Noise attenuation fencing as required;
 - e) For all lots backing or flanking onto a Park Block, or SWM Facility Block, a 1.5m high galvanized steel chain-link fence (footing and fencing) shall be placed on public property, as determined appropriate by the City's Director Planning and Urban Design;
 - f) 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 a Park Block or SWM Facility Block and minimize conflicts with the privacy or acoustic fence foundation, as determined appropriate by the City's Director Planning and Urban Design;
 - g) For all lots flanking onto a snow storage area or utility notch, a 1.2 m high

- decorative metal fence (footing and fencing) shall be placed on private property;
 - h) For Stormwater Management Facility Block and Mid-block Walkway Connection Blocks provide landscaping;
 - i) A trail network within Stormwater Management Facility Block;
 - m) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and Tree Inventory and Compensation Schedule; and
- .
- 13.17 The Owner shall construct all landscape works referred to in Condition 13.16 in accordance with the approved plans at no cost to the City. The construction of trail network, item 13.16 j) may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.
- 13.18 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 13.19.
- 13.19 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 13.16.m).

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.”

Financial

- 13.20 Prior to 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, fencing, streetscape, landscape works,, the under-dedicated portion of the parkland dedication requirement, and other landscaping requirements applicable to the subject phase.

Parks and Open Space

- 13.21 The Owner covenants and agrees that the parkland is required at a rate of 2%, as specified in Section 51.1 of the Planning Act, as amended.
- 13.22 The Owner acknowledges and agrees that cash-in-lieu of parkland conveyance shall be paid prior to registration of this draft plan of subdivision.
- 13.23 The Owner covenants and agrees that the parkland dedication requirement will be calculated at equivalent market value of 2% of the 68.34 ha of land included in the plan of subdivision.
- 13.24 The Owner acknowledges and agrees that that the land value will be determined a day before the plan of subdivision is registered to the satisfaction of the Director of Planning and Urban Design

14.0 Canada Post

- 15.1 The Owner/developer agrees to supply, install, and maintain a central mail facility to Canada Post specifications; ensure that all mail delivery equipment is installed in a location that is readily accessible to the occupants and Canada Post personnel; ensure that all mail is accessible by persons with physical disabilities.
- 15.2 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.
- 15.3 owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale
- 15.4 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.
- 15.5 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.

- 15.6 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.
- 15.7 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.

16.0 York Region

Clauses to be Included in the Subdivision Agreement

- 16.1 The Owner shall agree that if the connection to the York Region water system is approved by the Region, that the Owner shall design, construct and install the connection to the satisfaction of York Region..
- 16.2 The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water and wastewater service not being available when anticipated..
- 16.3 The Owner shall agree that no direct private access is permitted onto 16th Avenue. All accesses shall be provided through local roads
- 16.4 The Owner shall agree to implement the recommendations of the revised Transportation Study, as approved by the Region.
- 16.5 The Owner shall agree to reserve an unobstructed location for the future construction of passenger standing areas/shelter pads identified below:

On Street: Street A
At Street: 16th Avenue
Location: Northbound Street A, south of 16th Avenue
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: 16th Avenue
Location: Southbound Street A, south of 16th Avenue
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk, 25.0m from curb return

On Street: Street A
At Street: Street B
Location: Northbound Street A, south of Street B
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: Street C
Location: Southbound Street A, north of Street C
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: South driveway entrance to Building 4
Location: Northbound Street A, south of southern driveway entrance to Building 4
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: South driveway entrance to Building 5
Location: Southbound Street A, north of southern driveway entrance to Building 5
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: Opposite Building 6
Location: Eastbound Street A, opposite Building 6
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

On Street: Street A
At Street: Adjacent Building 6
Location: Westbound Street A, adjacent Building 6
Standard Specifications: 3.0m long x entire width of boulevard from curb to sidewalk

- 16.6 The Owner shall agree that landscaping should not interfere with the identified bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.
- 16.7 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.
- 16.8 The Owner shall agree, in wording satisfactory to Development Engineering, that an Engineering Approval or Site Plan Application approval from Region is required to be in place before the commencement of any site alteration or construction works for Block 1, Block 2, Block 8, and Block 12 abutting 16th Avenue.
- 16.9 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.
- 16.10 The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 16.11 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.

- 16.12 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".

- 16.13 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.
- 16.14 The Owner shall agree that prior to the development approval of Block 1 and Block 2, that access to Block 1 and Block 2 shall be via Street A (the internal road network) and direct access to 16th Avenue will not be permitted.
- 16.15 The Owner shall agree to be responsible for determining the location of all utility plants within Warden Avenue 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

- 16.16 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 16.17 The Owner shall provide an updated Functional Servicing Report detailing the finalized water servicing strategy to the satisfaction of the Region:
- 16.18 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.
- 16.19 Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the Highly Vulnerable Aquifer (HVA), a Contaminant Management Plan (CMP) will be required prior to draft plan of subdivision approval, for the Source Water Protection team's review and approval. If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring. Owner shall demonstrate that intersection of Street 1 (Street D) and Warden Avenue is designed to the satisfaction of the Region.

- 16.20 Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the Highly Vulnerable Aquifer (HVA), a Contaminant Management Plan (CMP) will be required prior to draft plan of subdivision approval, for Water Resources review and approval.

If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.

- 16.21 Prior to and concurrent with the submission of the subdivision servicing application (MECP) 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 Warden Avenue 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;
 - g) Signalization and Illumination Designs;
 - h) Line Painting;
 - i) Traffic Control/Management Plans;
 - j) Erosion and Siltation Control Plans;
 - k) Landscaping Plans, including tree preservation, relocation and removals;
 - l) Arborist Report;
 - m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
 - n) Functional Servicing Report (water, sanitary and storm services);
 - o) Water supply and distribution report;
 - p) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration; and
 - q) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 16.22 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the Warden Avenue 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.
- 16.23 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.

- 16.24 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.
- 16.25 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.
- 16.26 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.
- 16.27 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 Warden Avenue 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.
- 16.28 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.
- 16.29 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.
- 16.30 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.

- 16.31 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 16th Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of 16th Avenue and
 - b) A 15 metre by 15 metre daylight trapezoid at the 16th Avenue intersection and Street A intersection; and
 - c) 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 16th Avenue and adjacent to the above noted widening(s).
- 16.32 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.
- 16.33 The intersection of 16th Avenue and Street A shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
- 16.34 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.
- 16.35 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.

- 16.36 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.
- 16.37 The Regional Corporate Services Department shall advise that Conditions 16.1 to 16.36 inclusive, have been satisfied.
- 17.0 Ministry of the Environment Conservation and Parks (MECP)**
- 17.1 The Owner shall agree in the subdivision agreement to satisfy any requirements with respect to the Provincial Endangered Species Act.
- 18.0 Heritage**
- 18.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall undertake an archaeological assessment for any lands within the draft plan identified as possessing known archaeological resources or areas of archaeological potential (as defined in Section 4.6.1 of the Markham Official Plan, 2014) as per the requirements of the Ontario Heritage Act and any associated regulations. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to confirmation from Provincial officials indicating that all matters relating to archaeological resources have been addressed in accordance with licensing and resource conservation requirements.
- 18.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by archaeological assessment, to the satisfaction of the Province.
- 18.3 The Owner covenants and agrees to install, to the satisfaction of the Manager, Heritage Planning, a Markham Remembered interpretive plaque to commemorate and celebrate the former Buttonville Airport.
- 19.0 Rogers**
- 19.1 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.
- 19.2 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.

- 19.3 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.
- 19.4 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.

20.0 External Clearances

- 20.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - a) Canada Post shall advise that Conditions 15.1 to 15.6 have been satisfied.
 - b) The Regional Municipality of York Planning Department shall advise that Conditions 16.1 to 16.36 have been satisfied.
 - c) The York Region District School Board shall advise that Conditions 19.1 to 19.10 have been satisfied.
 - d) Rogers shall advise that Conditions 20.1 to 20.4 have been satisfied
 - e) That the Owner satisfies the requirements of the Toronto and Region Conservation Authority (the "TRCA"), financial rt otherwise, and the TRCA shall advise that matters related to in their letters dated September 8, 2023 and October 10, 2024 have been addressed to their satisfaction.
 - f) That the owner acknowledges that the subject lands are located within a Ministry of Transportation ("MTO") permit control area and that any necessary MTO permits be obtained prior to the issuance of any building permits. The Owner shall convey Block 8 on the Draft Plan to the satisfaction of MTO..

Dated: September, 2025
Stephen Lue, Senior Development Manager