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CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-17004 GEMTERRA (WOODBINE) INC. ARE AS FOLLOWS:

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Malone Given Parsons Ltd., identified as Project No. 16-2547, dated April 4, 2018.
- 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 April XX, 2022, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the plan of subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment, Traffic Impact Study, Internal Functional Traffic Design Study, Transportation Demand Management Plan, Stormwater Management Study (Environmental Master Drainage Plan), Functional Servicing Report, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

2. Roads

- 2.1 .
- 2.2 .
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the City (Commissioner of Development Services).

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- 2.4 The Owner shall convey 0.3 m reserves to the City, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to apply for a Road Occupancy Permit or Permit to Enter, if any works or access to works is proposed on City's owned lands.

3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit the final Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic and by any other identified noise sources, to the satisfaction of the City, in consultation with York Region. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the City (Commissioner of Development Services), in consultation with York Region.

4. Stormwater Management

- 4.1 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. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 4.2 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.
- 4.3 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the City.
- 4.4 The Owner covenants and agrees that the water balance target of 5mm is required by the City and TRCA. The Owner covenants and agrees to use its best efforts, subject to site conditions and constraints, to design and implement a system to achieve a water balance target acceptable to the Director of Engineering. The Owner further covenants and agrees that such system shall incorporate a Low Impact Design system ("LID"). The LID shall be in the location satisfactory to the Director of Engineering.

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5. Municipal Services

- 5.1 The City acknowledges that the Owner has submitted a Functional Servicing Report prepared by Cole Engineering Group Ltd. dated February 2017.

Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the City (Commissioner of Development Services), a final Functional Servicing Report to determine the infrastructure required for all municipal services internal and external to the subdivision to serve the subdivision and potential upgrades to municipal infrastructure downstream of the subdivision resulted from this development. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement. The owner shall covenant and agree in the subdivision agreement to pay for all external municipal infrastructure upgrades.

- 5.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy and City's Design Criteria and Standards), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the City (Commissioner of Development Services).

- 5.3 Prior to final approval of the draft plan, detailed engineering drawings shall be provided in accordance with the City's Design Criteria and Standards, by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, streetlighting design drawings, stormwater management detail plans, etc. to the satisfaction of the City (Commissioner of Development Services).

- 5.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.

6. Traffic Impact Study / Internal Functional Traffic Design Study

The Owner shall provide a Transportation Demand Management (TDM) plan as per the comments provided by the City staff dated_____.

7. Easements

- 7.1 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. Any off-site easements and works necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the City.

8. Utilities

- 8.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication

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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 (Commissioner of Development Services) and authorized agencies.

- 8.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
 - 8.3 The Owner shall covenant and 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.
 - 8.4 The Owner shall covenant and 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.
 - 8.5 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.
 - 8.6 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the City in consultation with Canada Post.
 - 8.7 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.
9. Environmental Clearance:
- 9.1 The Owner covenants and agrees to retain a "Qualified Person" as defined by the *Environmental Protection Act* and its regulations, to carry out all necessary environmental testing, evaluation and remediation and pay to the City for third party peer review. The Owner acknowledges that a "Qualified Person" will be retained for the execution of the Owner's obligation hereunder. The Owner agrees that it shall not substitute the Qualified Person without the prior written consent of the Director of Engineering.

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- 9.2 The Owner covenants and agrees that, prior to execution of Subdivision Agreement, an environmental clearance shall be provided to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the Director of Engineering. The City shall be satisfied that the lands are environmentally suitable for their proposed use and be certified as such by the "Qualified Person" as defined in Ontario Regulation 153/04, all of which shall be in accordance with the Environmental Protection Act and its regulations. The "Qualified Person" shall file a Record of Site Conditions on the Provincial Environmental Site Registry for all lands to be conveyed to the City.
- 9.3 The Owner covenants and agrees that if, during construction of the Works, contaminated soils or materials are discovered, the Owner shall inform the Director of Engineering 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 Director of Engineering and the Ministry of Environment. After remediation, the "Qualified Person" shall file an updated Record of Site Condition on the Provincial Environmental Site Registry, in accordance with Ontario Regulation 153/04, for all lands to be conveyed to the City.
- 9.4 The Owner covenants and agrees to assume full responsibility for the environmental condition of the Lands and agrees 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 Works, the construction and use of the Works or anything done or neglected to be done in connection with the use or any environmental condition on or under the Lands, including any work undertaken by or on behalf of the City in respect of the Lands and the execution of this Agreement.

10. Well Monitoring Program and Mitigation Plan

Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 meters of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City's requirements to the satisfaction of the Director of Engineering.

11. Municipal Infrastructure:

The Owner and the City acknowledge that this subdivision, when fully constructed, will tentatively have the following City's municipal infrastructure:

- Local Roads: 185m
- Sidewalks: 185m
- Watermain: 185m
- Sanitary Sewers: 175m
- Storm Sewers: 170m

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12. Streetlight Types:

The Owner agrees to contact the City staff 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. Tree Inventory and Tree Preservation Plans

13.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.

13.2 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 to the satisfaction of the Director of Planning and Urban Design.

13.3 The Owner shall obtain written approval from the 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.

13.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham 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 negotiate a credit for tree planting on alternate sites
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

14. Community Design

14.1 The Owner shall implement and incorporate all requirements of the approved Buttonville Heritage Conservation District Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.

15. Parks and Open Space

15.1 The Owner and City covenants and agrees that parkland dedication within this plan is required at a rate specified in the City's Parkland Dedication By-Law 195-90, as amended and in accordance with the *Planning Act*, as amended.

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- 15.2 The Owner shall provide a 300mm depth of topsoil in the municipal boulevard to appropriately plant new boulevard trees and provide a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the Director of Planning and Urban Design.
- 15.3 The Owner shall prepare and submit for approval Landscape Plans for open space blocks 2 and 3 in accordance with the City's Streetscape Manual, Engineering standards, TRCA and MNR illustrating proposed landscape treatments including but not limited to seed mixes, tree and shrub plantings, trails and appropriate topsoil depths to the satisfaction of the Director of Planning & Urban Design and the Director of Engineering.
- 15.4 The Owner shall post approved copies of any Landscape Plans and Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans for the park and school campus in all sales offices for dwelling units within the draft plan of subdivision.
16. Landscape Works
- 16.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans to the satisfaction of the Director of Planning and Urban Design including
- a) Perimeter fencing adjacent to the existing residential lands and valley lands (Greenway system).
 - b) Streetscape plan including street trees for Woodbine Avenue and also interior private street in accordance with the City of Markham Streetscape Manual dated June 2009.
 - c) Planting plan for the heritage dwelling;
 - d) Planting plan for the community amenity area;
 - e) Any other landscaping as determined by the Director of Planning and Urban Design and the Environmental Master Drainage Plan;
- 16.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 16.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 16.1.
- 16.4 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 OF MARKHAM 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 16.1 a)
 - CORNER LOT FENCING
 - REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)

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- 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 SCHOOL, PARK, WALKWAY, OPEN SPACE AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

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

17. Financial

- 17.1 Prior to execution of the subdivision agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.
- 17.2 The Owner shall provide a Land Appraisal Report to the Manager of Real Property for the purpose of determining the required cash-in-lieu contribution for the under-dedicated portion of the required parkland dedication. The Land Appraisal Report is subject to the City's terms of reference and conformance with the *Parkland Dedication By-law 195-90* and with the *Planning Act*.
- 17.3 The Owner shall provide public art contribution to the satisfaction of the Director of Planning and Urban Design prior to the execution of the subdivision agreement.

18. Development Charges

- 18.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 18.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

19. Fire

- 19.1 Fire break lots shall be designated within the *subdivision/site plan* agreement, to the satisfaction of the Fire Chief or his designee.
- 19.2 The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.

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19.3 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations two remote accesses for firefighting equipment is available.

20. Other City Requirements

20.1 Prior to final approval of the draft plan 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 Cathedral Community 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.

20.2 The Owner shall covenant and agree 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:

20.4 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 Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds 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: rail facilities, provincial highways, 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 opening of the sales office.

21. Region of York

21.1 The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

21.2 The Owner shall agree, in wording satisfactory to Development Engineering, 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.

21.3 The Owner shall agree to implement the noise attenuation features as recommended by the Noise Study to the satisfaction of Development Engineering.

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- 21.4 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; and,
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
- 21.5 The Owner shall agree, in wording satisfactory to Development Engineering, that Site Plan Application approvals from the Region are required to be in place before the commencement of any site alteration or construction works for 'Block 1' development.
- 21.6 The Owner shall agree, in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
- 21.7 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 21.8 York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Markham for the development proposed within this draft plan of subdivision or any phase thereof.
- 21.9 Upon registration of the plan or the execution of the Site Plan Agreement, whichever comes first (and as per the Region's letter dated February 11, 2019 addressing Site Plan comments), the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
- a) A widening across the full frontage of the site where it abuts Woodbine Avenue of sufficient width to provide a minimum of 18.0 metres from the centreline of construction of Woodbine Avenue; and,
 - b) A 7.5 metre by 7.5 metre daylighting triangle at the south leg of the proposed northern access opposite Millbrook Gate; and,
 - c) A 0.3 metre reserve along the daylight triangle.
- 21.10 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.
- 21.11 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)

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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 MECP (formerly 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.

- 21.12 The Owner or the Owner's authorized representative shall submit a Statutory Declaration that no contaminant, 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, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by the Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.
- 21.13 The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 21.14 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; 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.

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21.15 The Regional Corporate Services Department shall advise that Conditions 21.1 to 21.14 inclusive, have been satisfied.

22. External Clearances

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) The Regional Municipality of York Transportation and Community Planning Department shall advise that Conditions 21.1 to 21.14 has been satisfied.
- b) The Toronto and Region Conservation Authority ("TRCA") shall advise that all lands containing natural features, hazards and their associated buffers are zoned for environmental protection, densely planted and gratuitously dedicated into public ownership, free and clear of all encumbrances to the City of Markham and to the TRCA's satisfaction;
- c) That, prior to final site plan approval of the townhouse development, the Owner agrees to successfully obtain two separate TRCA permits pursuant to Ontario Regulation 166/06, as amended. One permit is required for the restoration of the open space blocks and the second permit to facilitate the site alteration/construction of the townhouse blocks abutting the valley corridor

ISSUED

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