

**THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO
RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-18002
(Lindwide Properties (Cornell) Limited.)**

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Bousfields Inc., Drawing Number 11139-4-171dp, dated February 27, 2020, incorporating the following redline revisions:
- To address Road Conditions outlined in Conditions 2.1 to 2.15
 - To provide snow storage notches, as required in Condition 11.1
 - To expand Block 160 to a minimum of 0.2 ha if to be accepted as a parkland dedication in accordance with Condition 6.3
 - To preserve the two heritage dwellings, as required in Condition 19.3
 - To address the Fire Department Lane Length condition, as required in Condition 20.24
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of approval by the Council of the City of Markham, and shall accordingly lapse on **June , 2020** unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 304-87 and 177-96, as amended, shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 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, 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.
- 1.6 The Owner shall covenant and agree in the Subdivision Agreement to implement the designs and recommendations of the accepted technical studies/reports submitted in support of the draft Plan 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.

The Owner agrees to revise the draft Plan of Subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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 draft plan of subdivision (or site plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.11 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.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and the Regional Municipality of York (the "Region").
- 2.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with the City standards and specifications.
- 2.3 Prior to registration, the Owner acknowledges and agrees to update the Transportation Impact Assessment Study and Functional Traffic Design Study to the satisfaction of the Director of Engineering. The Owner further agrees to revise the draft Plan of Subdivision as necessary to incorporate the design and recommendations.
- 2.4 The section of Bur Oak Avenue from Highway 7 to Michelina Terrace and the section of William Forster Road from Highway 7 to Street D2 are outside of the Draft Plan. The

Owner acknowledges and agrees that should the subject development proceed in advance of the Future Commercial block prior to registration of the subject development, the Owner will be required to design and construct Bur Oak Avenue (from Michelina Terrace) and William Forster Road (from Street D2) to Highway 7 to the satisfaction of the Director of Engineering and York Region. Furthermore, this will include: a) improvements to the Bur Oak Avenue / Highway 7 intersection including signal control; and b) improvements to the William Forster Road / Highway 7 intersection.

- 2.5 Prior to registration, the Owner acknowledges and agrees to design and construct Michelina Terrace from its existing limit to Bur Oak Avenue to the satisfaction of the Director of Engineering.
- 2.6 Prior to registration, the Owner acknowledges and agrees to design and construct traffic control signals at the Donald Cousens Parkway / Street E intersection to the satisfaction of the Director of Engineering and York Region.
- 2.7 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study update to confirm the need and timing for signals at the Cornell Rouge – Street A / Highway 7 intersection. Should it be determined that traffic signals are required, the Owner agrees to design and construct traffic control signals including turn lane requirements for the said intersection.
- 2.8 Prior to registration, the Owner acknowledges and agrees to confirm if in-boulevard cycling facility (multiuse pathway) can be constructed design and construct in-boulevard cycling facility (multiuse pathway) within the south boulevard of Highway 7 from Bur Oak Avenue to Donald Cousens Parkway to the satisfaction of the Director of Engineering. Should it be determined that a multiuse pathway can be accommodated, the Owner agrees to design and construct the multiuse pathway within the noted limits to the satisfaction of the Director of Engineering and York Region. Should it be determined that a multiuse pathway cannot be accommodated, the Owner agrees to design and construct a sidewalk within the said limits of Highway 7.
- 2.9 Prior to registration, the Owner acknowledges and agrees to update the road network to the satisfaction of the Director of Engineering to reflect cross-section elements consistent to a collector road, to consist of minimum 3 metres wide MUPs on both sides, 3.5m through lanes, and on-street parking (where applicable) for the following streets:
 - a. Bur Oak Avenue from Highway 7 to the south limit (including section denoted as Street Q).
 - b. Future William Forster Road-Street B from Highway 7 to Street A.
 - c. Street A from Highway 7 to Street L.
 - d. The unlabeled street west of wood lot (Blocks 168-169), which would be the future extension of Cornell Centre Boulevard.
 - e. Street D2-Street D-Street E.

Notwithstanding the above-noted, it is recognized that MUPs maybe limited to one side of the boulevard where constrained, namely:

- a. Street Q
- b. Street N-Street P south of Street C
- c. Street A south of Street C
- d. The unlabeled street west of wood lot (Blocks 168-169)

The Owner further acknowledges that such revision may affect the immediate lot layout and requires revisions to the draft plan.

- 2.10 Prior to registration, the Owner agrees to design and construct the proposed MUPs within Blocks 182, 188, 186, 187, 181, and 185 to the satisfaction of the Director of Engineering.
- 2.11 Prior to registration, the Owner agrees to revise the William Forster Road cross-section and alignment to the satisfaction of the Director of Engineering. The Owner further acknowledges that such revision may affect the immediate lot layout, which may require redline and requires revisions to the draft plan.
- 2.12 Prior to registration, the Owner agrees to confirm if additional right-of-way is required on the approach of Street A to Highway 7 to accommodate snow storage and tree plantings and if required, to revise the Street A cross-section accordingly to the satisfaction of the Director of Engineering. The Owner further acknowledges that such revision may affect the immediate lot layout and requires revisions to the draft plan.
- 2.13 Prior to registration, the Owner agrees to revise the functional design to address the intersection/elbow configuration to the satisfaction of the Director of Engineering, for the following locations:
 - a. Lane Q / Street L.
 - b. Lane X / Street L-Street A.
 - c. Lane F / Street F.
- 2.14 Prior to registration, the Owner agrees to revise Draft Plan to eliminate the offset intersections on William Forster Road – Street B, namely between Lane R and Street J and unlabeled street and Lane J, to the satisfaction of the Director of Engineering.
- 2.15 Prior to registration, 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.
- 2.16 Prior to registration, the Owner acknowledges and agrees to submit a TDM program to the satisfaction of the Director of Engineering.
- 3. Tree and Woodlot Preservation

- 3.1 The Owner shall submit for approval an arborist report, 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.
- 3.2 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 or site servicing to the satisfaction of the Director of Planning and Urban Design.
- 3.3 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.
- 3.4 The Owner shall submit for approval, as part of the arborist report, 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 40 cm 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 Appraisals (CTLA) Guide for Plant Appraisal (2000).
 - c) Where a site does not allow for the 2:1 replacement, the City will accept a credit for tree planting on alternative sites.
 - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

4.0 Natural Heritage

- 4.1 The Owners covenants and agrees to convey natural heritage and open space blocks (Blocks 162-190) to the City of Markham in a physical condition to the satisfaction of the City.
- 4.2 Prior to final approval, the Owner shall provide a woodland and wetland compensation plan to the satisfaction of the Director of Planning and Urban Design. Ecological compensation shall be determined in accordance with the Toronto and Region Conservation Authority's Guidelines for Ecosystem Compensation.
- 4.3 Prior to final approval, the Owner shall prepare and implement a woodland and open space management plan to address such matters as garbage removal, hazard tree management, invasive species control and other ecological enhancements for Blocks 162 and 163 (Provincially Significant Wetland) and Block 168 (Woodlot), to the satisfaction of the Director of Planning and Urban Design.
- 4.4 Prior to final approval, the Owner shall prepare and implement landscape restoration plans for Blocks 164-167 (30m Wetland Buffer), Blocks 169-171 (10m Woodlot Buffer),

Block 172 (Open Space), Block 179 (Stormwater Management Pond) and Blocks 189-190 (Woodlot Regeneration) to the satisfaction of the Director of Planning and Urban Design.

- 4.5 Prior to execution of the subdivision agreement, the Owner shall provide a letter of credit to secure ecological compensation, restoration and management plan works.

5.0 Community Design

- 5.1 The Owner shall implement and incorporate all requirements of the approved Cornell Community Design Plans Prepared for the Cornell Landowners Group by The Planning Partnership, dated May 2011 and approved June 16, 2011 into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 5.2 The Owner shall prepare and submit for approval an amendment to the Cornell Community Design plan to include an updated parks facility fit plan and trails masterplan, to the satisfaction of the Director of Planning & Urban Design.
- 5.3 The Owner shall comply with the Cornell Community Architectural Control Guidelines, prepared by Watchorn Architect Inc. dated July 2003, as amended, to the satisfaction of the Director of Planning & Urban Design.
- 5.4 The Owner shall prepare and submit for approval an amendment to the Cornell Architectural Control Guidelines to include design requirements for lane based townhouses with integral garages including a priority lot plan.
- 5.5 Plans submitted for model home permits for any building within the 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.
- 5.6 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.
- 5.7 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to implement the Architectural Control Guidelines, as amended.
- 5.8 The Owner shall submit townhouse siting applications for all lane-based townhouses in accordance with the City's Site Plan Control By-Law 262-94, as amended to the satisfaction of the Director of Planning and Urban Design.

6.0 Parks and Open Space

- 6.1 The Owner and City covenants and agrees that parkland dedication within the Cornell Community is required as outlined in the Cornell Master Parks Agreement executed June 7, 2007.
- 6.2 The Owner covenants and agrees to provide 100% of the park requirement in land dedication to the city for the low rise residential lands and part of employment block 155 outside of Highway 7 corridor in the Cornell Master Parks Agreement. Parkland dedication will be reconciled for Blocks within the Highway 7 Corridor in the Cornell Master Parks Agreement, including high rise block 154 and the remaining part of employment block 155 at the time of site plan approval.
- 6.3 The Owner covenants and agrees to expand Block 160 to a minimum size of 0.2 ha to be accepted as parkland dedication in the form of a parkette to the satisfaction of the Director of Planning and Urban Design. Further the owner, acknowledges that if Block 160 is not expanded it will not be credited as parkland dedication, but considered as Urban Open Space.
- 6.4 Upon registration of the subdivision agreement, the Owner shall provide an updated report indicating the total parkland dedication for the Cornell Community in accordance with the Cornell Master Parks Agreements given as of the date of registration.
- 6.5 The Owner shall provide a specialized depth of topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant 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.
- 6.6 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all school blocks, park blocks, employment blocks and vacant lands within the subdivision to the satisfaction of the Director of Planning and Urban Design.
- 6.7 The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the City for maintenance purposes. The school blocks, employment blocks, and other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.
- 6.8 The Owner shall post approved copies of any 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.
- 7.0 Landscaping Works
- 7.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person based on the Public Realm Guidelines, Architectural Control Guidelines, and Community Design Plan into all landscape works, to the satisfaction of the Director of Planning and Urban Design.

- a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009, as amended from time to time.
- b) A multi-use trail in blocks 182, 183, 184, 185, 186, 187 and 188 in accordance with Transportation requirements.
- c) A trail in woodland block 169 as indicated in the Cornell Master Parks Agreement.
- d) Streetscape plans for all public streets.
- e) 1.8m high wood screen corner lot fencing.
- f) Noise attenuation fencing in accordance with the approved noise study.
- g) Fencing of school blocks where they abut residential development.
- h) Fencing of parks and open space blocks where abutting 407 lands and employment development.
- i) Landscaping for storm water pond block 179.
- j) Landscaping for open space block 172.
- k) Any other landscaping as determined by the Community Design Plan, Public Realm Guidelines, Architectural Control Guidelines and Environmental Master Drainage Plan.

7.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

7.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 7.1.

7.4 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 7.1a)
- CORNER LOT FENCING
- REAR LOT LINE 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 SCHOOL, PARK, WALKWAY 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.”

8.0 Financial – Urban Design

- 8.1 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 & Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

9. Place Holder.

10. Municipal Services

- 10.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with the City standards and specifications.
- 10.2 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.
- 10.3 The Owner shall agree in the Subdivision Agreement 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.
- 10.4 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.

11. Operations – Lane Lengths

- 11.1 The Owner shall covenant and agree to redline revised the draft plan of subdivision to provide snow clearance notches for Lanes G and H to the satisfaction of the Director of Operations and/or Director of Engineering, or their designates.

12. Lands to be conveyed to the City / Easements

- 12.1 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 watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

- 12.2 The Owner shall provide required conveyances to the City for multi-use paths and stormwater management facilities, free of all costs and encumbrances, to the satisfaction of the City and the TRCA, upon registration of the Plan of Subdivision.

13. Utilities

- 13.1 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.
- 13.2 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.
- 13.3 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 to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

14. Canada Post

- 14.1 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.
- 14.2 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 unit sale.
- 14.3 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.

- 14.4 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.
- 14.5 The Owner will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- i) An appropriately sized sidewalk section (concrete pad) as per municipal standards (to place the mailboxes on);
 - ii) Any required walkway across the boulevard as per municipal standards;
 - iii) Any required curb depressions for wheelchair access.
15. Environmental Clearance
- 15.1 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.
- 15.2 Prior to the earlier of any construction, including site alteration, 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.
- 15.3 Prior to the earlier of any construction including site alteration, 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.
- 15.4 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.

- 15.5 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, suits, 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.
- 15.6 Prior to 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.
16. Well Monitoring Program and Mitigation Plan
- 16.1 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.
17. Streetlight Types
- 17.1 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.
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.
19. Heritage
- 19.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or

any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 19.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the City and the Ministry of Culture.
- 19.3 The Owner covenants and agrees to retain the Heritage Buildings (Abram Reesor House, known municipally as 7265 Highway 7, designated under Part IV of the Ontario Heritage Act, and the Frank Albert Reesor House, known municipally as 7323 Highway 7, designated under the Ontario Heritage Act) either *in situ* or in another location within the Plan of Subdivision to be determined prior to Registration through consultation with the Heritage Markham committee and Heritage Section staff, to the satisfaction of the Director of Planning and Urban Design;
- 19.4 The Owner covenants and agrees to protect and conserve the Heritage Buildings through the following means:
- a) To keep the Heritage Buildings occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
 - b) To maintain the Heritage Buildings in good and sound conditions at all times prior to and during the development of the property;
 - c) Once the Heritage Buildings are unoccupied, to undertake the following to prevent vandalism and deterioration:
 - secure and protect the buildings from damage through the requirements outlined in the City of Markham's Property Standards By-law (Part III – Heritage Buildings), and the Keep Markham Beautiful (Maintenance) By-law including Section 8 – Vacant Heritage Property;
 - erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Buildings are to be preserved onsite and should not be vandalized and/or scavenged; and
 - install a 8 ft high fence around the perimeter of each Heritage Building to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff.
- 19.5 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Buildings:
- a) The Owner is to enter into a Heritage Easement Agreement for the Heritage Buildings with the City;
 - b) Once a permanent site for each Heritage Building is determined, the Owner is to permit the amendment of the existing designation by-laws currently protecting the properties under Part IV of the Ontario Heritage Act. The amended by-law shall reflect the current manner in which these by-laws are written (statement of

- cultural heritage value and a description of heritage attributes to be protected) plus any necessary revisions to the legal description;
- c) The Owner is to provide a \$250,000 Letter of Credit for each Heritage Building to ensure their preservation within the plan of subdivision (total \$500,000). The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:
- construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City(Commissioner of Development Services),
 - the building has been connected to municipal services,
 - the exterior restoration of the Heritage Buildings is complete,
 - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - all other heritage requirements of the Subdivision Agreement have been completed;
- d) Once a permanent site for each Heritage Building is determined, the Owner is to enter into a site plan agreement with the City for the Heritage Buildings, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.
- 19.6 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Buildings through the following means:
- a) to provide and implement a traditional restoration plan for each Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for the property and the work secured through a \$250,000 Letter of Credit as mentioned in clause 15.5 (d);
 - b) to complete the exterior restoration of each Heritage Building, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
 - c) to ensure that the architectural design and materials of buildings proposed for adjacent lots are compatible with each restored Heritage Building;
 - d) to ensure that the final proposed grading on the lot where the Heritage Buildings are to be located are consistent with the existing historic condition;
 - e) To ensure that the historic front of each Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;
- 19.7 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Buildings will be marketed to prospective purchasers;

- 19.8 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for each Heritage Building, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
 - b) to include the following notice in each Offer of Purchase and Sale for each Heritage Building:

"Purchasers are advised that the existing building on this property is designated pursuant to the Ontario Heritage Act, and is subject to a heritage easement agreement with the City of Markham. Any proposed additions or alterations to the exterior of the existing dwelling shall be subject to review and approval of plans by the City."
- 19.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 15.1 to 15.8, inclusive, have been satisfied.

20. Other City Requirements

Planning

- 20.1 The Owner shall include the following clauses in all offers of purchase and sale for units with a single-car garage:
- "PURCHASERS/TENANTS ARE ADVISED THAT THE CITY'S PARKING BY-LAW REQUIRES A MINIMUM OF TWO PARKING SPACES, ONE IN THE DRIVEWAY AND ONE IN THE GARAGE. OUTSIDE A PRIVATE GARAGE, PARKING IS ONLY PERMITTED ON A DRIVEWAY.
- PURCHASERS/TENANTS ARE ADVISED THAT THE CITY'S ZONING BY-LAW RESTRICTS DRIVEWAY WIDTHS, WHICH MAY NOT ALLOW TWO CARS TO PARK SIDE BY SIDE.
- PURCHASERS/TENANTS ARE ADVISED THAT OVERNIGHT STREET PARKING WILL NOT BE PERMITTED UNLESS AN OVERNIGHT STREET PARKING SYSTEM IS IMPLEMENTED BY THE CITY."
- 20.2 The Owner shall covenant and agree in the subdivision agreement that no building permits will be issued for part blocks until said blocks have been combined with abutting lands to create building lots in conformity with the zoning by-law and all applicable fees have been

paid. The Owner acknowledges and agrees that contiguous part lots will be registered as one block in the final plan, and that future lots will be created through part lot control.

- 20.3 The Owner shall include the following clauses in all offers of purchase and sale for units with garages attached to a garage on an adjacent lot:

PURCHASERS/TENANTS ARE ADVISED THAT THE ZONING BY-LAW PERMITS A PRIVATE GARAGE TO BE ATTACHED TO ONE PRIVATE GARAGE ON AN ABUTTING LOT.

- 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 sidewalks, walkways and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; and City lot grading standards.

All display plans shall be submitted the City for review and approval by City staff, prior to the opening of the sales office.

- 20.5 That the Owner covenants and agrees to implement the following sustainability measures and age-in-place/accessibility features within the plan of subdivision:

Land Development Sustainability

- Preservation of Woodlands and Wetlands
- Transit supportive densities along Highway 7
- Diversity of uses to include low, mid and high rise forms, mixed use/commercial and employment;
- Dark sky compliance practices for streetlights and exterior lighting;
- Waste Management program focusing waste diversion strategies;
- Integrated storm water management planning and strategies that protect natural heritage features, mimic natural processes, and include low impact development (LID) practices;
- Street tree plantings to include native species;
- Minimizing the import/export of soils; and
- Siting of public spaces adjacent to natural heritage features and inclusion of MUPs and trails to provide active transportation connectivity throughout the neighbourhood and surrounding community amenities.

Housing Unit Sustainability Measures

- LED and energy efficient lighting;

- Use of low emissivity windows, eco-paint with low VOCs and insulated/airtight building systems;
- Low and mid rise housing forms to include solar ready rough-in conduits;
- High tech thermostats and HVAC systems;
- Optional tank-less water heaters; and
- Encouragement of energy star appliances

Age in Place/Accessibility Features

- Two to three house designs with optional ground floor bedrooms
- Optional closet configurations in single detached and townhouse models to facilitate future retrofits to install elevators;
- 36 inch wide front, rear and garage entry doors. Minimum 30 inch wide bathroom doors. Minimum 32 inch wide hallway doors, and open concept design where possible;
- Reinforced bathroom walls for grab bars;
- Options for comfort level light switches;
- Options for comfort level cabinet heights in kitchens and bathrooms, shelving and closet rods;
- Step in showers with optional seats;
- Limited carpeted areas;
- Lever style door handles;
- House design with furniture layout considerations to provide adequate space for travel/movements which strive for straight paths;
- Near zero interior thresholds to minimize tripping hazards; and
- Smart home technology for doorbell cameras.

Fire Department

- 20.5 The Owner covenants and agrees that fire break lots shall be designated within the subdivision agreement, to the satisfaction of the Fire Chief or his designee. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 20.6 The Owner covenants and agrees that the adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
- 20.7 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 the subdivision until the Director of Building Services had been advised by the Fire Chief that there is an adequate water supply for firefighting operations and two remote accesses for firefighting equipment is available.
- 20.8 To ensure reliability of access for Fire Department vehicles under all conditions, two means of street access, independent of one another are to be provided into the development. The following access into the subdivision are to be completed:

- Bur Oak Avenue shall be connected to Michelina Terrace prior to any construction commencing

Fire Access Route:

- 20.9 The Owner covenants and acknowledges that rear lanes serving townhouse blocks and single family dwelling lots are to be designed as Fire Access Routes in accordance with Ontario Building Code requirements.
- 20.10 The Owner covenants and acknowledges that Fire Access Route must be designed and constructed to support expected load imposed by firefighting equipment and be surfaced with concrete, asphalt or other material designed to permit accessibility under all climactic conditions.
- 20.11 Access routes shall be provided with an overhead clearance of at least 5.0m.
- 20.12 Access for firefighting into each lane shall be a minimum 9.0m inside turning radius (12.0m centerline) must be provided for all changes in direction of the fire route.
- 20.13 Should there be a change in gradient along the fire access route; the route shall be designed to have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15m (49ft 3in).
- 20.14 Fire Access Route Signs are required and shall be installed by the Owner subject to Fire Department approval.
- 20.15 The Owner covenants and agrees to indicate the locations of the fire access route sign for review and approval. The signs are to be spaced a maximum of 30m apart on both sides of the fire access route and a maximum of 15m from the street curb. Signs to be set at an angle of not less than 30° and not more than 45° to a line parallel to the flow of traffic and should always be visible to approaching traffic.
- 20.16 The Fire Department will require a Letter of Credit that will be determined by the Fire Chief or his designee at the subdivision agreement stage.

Street Parking:

- 20.17 The Owner covenants and acknowledges that Street parking is permitted on one side of a street where it is 8.5m wide in pavement width. No street parking is permitted on streets less than 8.5m in width.
- 20.18 The Owner covenants and acknowledges that Street parking spaces shall be designed so as not to block the breaks between each townhouse block giving access to rear of building for firefighting purposes.

Fire Hydrants:

- 20.19 The Owner covenants and acknowledges that Fire hydrants are to be installed at each end of rear laneways designated as Fire Access Routes.

- 20.20 Fire hydrant(s) on streets are to be spaced at intervals not exceeding 120.0m for single family dwellings and 90.0m for townhouse developments.
- 20.21 Fire hydrants will be required and the location of the hydrants and size of water main must be approved by the Fire Department. Fire hydrants are to be installed with a 100mm storz connection as per City of Markham engineering standards.

Water Supply:

- 20.22 The Owner covenants and acknowledges that the size of the water mains and the hydrant locations must be approved by the Fire Department.
- 20.23 A water supply of at least 5,000 L/min for single family dwellings and 7,000 L/min for townhouse developments shall be available for firefighting purposes.
- 20.24 Length of laneways serving townhouse blocks shall not exceed 90 m and the length laneways serving single detached dwellings shall not exceed 120 m. The draft plan shows Lanes B exceeds this requirements. The Owner covenants and agrees to revise Lane B to comply with the City's requirements, to the satisfaction of the Fire Chief or his designee prior to registration of the plan of subdivision.

Fire Department Access:

- 20.25 The Owner covenants and acknowledges that to ensure reliability of access for Fire Department vehicles under all conditions, two means of street access, independent of one another are to be provided into the development. Gates, concrete barriers or other types of obstructions will not be permitted at each approved Fire Department access during construction and after hours.
- 20.26 The Fire Department will require a Letter of Credit in the amount of \$20,000.00 to ensure the two independent Fire Department access points into the development are clear of all obstructions at all times during construction and after hours.
- 20.27 Bur Oak Avenue shall be extended and connected to Michelina Terrace prior to any construction commencing (Draft Plan Approval Clause).
- 20.28 Access to blocks of townhouses should be from a street.
- 20.29 A block of townhouses shall not exceed a distance of forty-five meters (45.0m).
- 20.30 Access to townhouse units shall be provided, such that Fire Department vehicles can park within fifteen (15) meters of any unit on at least a six (6) meter roadway.
- 20.31 Municipal addresses for townhouses, single family detached dwelling etc., shall be designated from the main street access and not from the laneway. Where access to townhouses, single family detached dwelling etc., is from a rear laneway, the municipal address numbering shall be posted on both front and rear faces of each dwelling unit.

- 20.32 If the principal entrance to each unit within townhouse block 120 fronts the park or open space block (Block 160), then a walkway with a minimum width of 1.2m shall be constructed in front block 120 that extends from street 'N' to street 'O'. If the principal entrance to each unit within townhouse block 120 fronts the park, an access door, separated from each garage shall be installed on each unit leading from lane 'N'.

Waste Management and Environmental Services

- 20.7 The Owner covenants and agrees to purchase from the City two recycling containers, one green bin and one kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.
- 19.8 The Owner covenants and agrees to contact the City at least four weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the owner.
- 20.9 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.
- 20.10 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.
- 20.11 The Owner acknowledges that all waste and recyclable materials will be collected municipally.
21. Toronto and Region Conservation Authority (TRCA)
- 21.1 The Owner Covenants and agrees to satisfy the comments of the Toronto Region Conservation Authority (TRCA), as requested in the letter dated June 8, 2020.
- 21.2 The Owner further covenants and acknowledges that draft subdivision approval will not be issued City, until the TRCA comments in their June 8, 2020 letter have been addressed and the TRCA has provided draft subdivisions to the City and Owner.
22. Region of York

Clauses to be Included in the Subdivision Agreement

- 22.1 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.
- 22.2 The Owner shall agree, in wording satisfactory to Development Engineering, to provide pedestrian and vehicular connection to the lands to the west (via Michelina Terrace), also identified as Kenilworth Gate in the Transportation Study.
- 22.3 The Owner shall agree, in wording satisfactory to Development Engineering, that no direct private access is permitted onto Highway 7 and Donald Cousens Parkway. All Lot and Block accesses shall be provided through local roads.
- 22.4 The Owner shall agree, in wording satisfactory to Development Engineering, to include the following clauses in the Subdivision Agreement and subsequent Site Plan, Purchase and Sale Agreements, Tenant/Lease Agreements, Condominium and Declaration of Condominium Agreements.
"THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT NO DIRECT PRIVATE ACCESS IS PERMITTED ONTO HIGHWAY 7 OR ONTO DONALD COUSENS PARKWAY. ALL ACCESSES TO/FROM THE FUTURE PROPOSED DEVELOPMENT OF BLOCKS 154, 155, & 156 (PER THE DRAFT PLAN OF SUBDIVISION DATED FEBRUARY 27 2020) WITH HIGHWAY 7 AND DONALD COUSENS PARKWAY FRONTAGE WILL BE PROVIDED ACCESS THROUGH LOCAL STREETS".
- 22.5 The Owner shall agree, in wording satisfactory to Development Engineering, that Street 'A' at Highway 7 intersection will be restricted to right-in/right-out operation only.
- 22.6 The Owner shall agree, in wording satisfactory to Development Engineering, to implement all recommendations provided in the Transportation Study, to the satisfaction of the Region.
- 22.7 The Owner shall agree, in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 22.8 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 the Environment, Conservation and Parks guidelines and the York Region Noise Policy.
- 22.9 The following warning clause shall be included in a registered portion of the Subdivision Agreement 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".

- 22.10 The 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.
- 22.11 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.
- 22.12 The Owner shall agree, in the wording satisfactory to Development Engineering, that the Owner will 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

- 22.13 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 22.14 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, or any phase thereof.
 - b) A copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.

- 22.15 The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management Branch for record.
- 22.16 The proposed development or any phase thereof, one of the following shall occur regarding the Region's vortex structure located at the intersection of Ninth Line and Kenilworth Gate:
- a. The Region has confirmed that there is adequate residual capacity in the vortex structure and the City of Markham has allocated servicing capacity to the subject development, or
 - b. The Owner has made necessary arrangements to upgrade the vortex structure, to the satisfaction of the Region and the upgrade works are on track for completion within 6 months of ground related development, and within 18 months for high rise development.
- 22.17 Prior to final approval and concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings and reports, 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 Plans;
 - d) Intersection/Road Improvements, including the recommendations of the Transportation 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;
 - o) Stormwater Management Report;
 - p) Water supply and distribution report and model; and,
 - q) Transportation Study.
- 22.18 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.

- 22.19 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Engineering drawings (stamped and signed by a professional engineer), and MECP forms together with any supporting information shall be submitted to City of Markham.
- 22.20 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.
- 22.21 The Owner shall demonstrate that pedestrian and cycling facilities are provided on Highway 7 and Donald Cousens Parkway across the limits of the Draft Plan of Subdivision to the satisfaction of the Region.
- 22.22 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.
- 22.23 The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall maintain a minimum 2% cross slope within the boulevard from the streetline to the top of curb, unless otherwise specified by Development Engineering.
- 22.24 The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the York Region road right of way.
 - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved.
 - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
 - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance.

- e) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
- 22.25 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 Highway 7 of sufficient width to provide a minimum of 24.5 metres from the centreline of construction of Highway 7 and any lands required for additional turn lanes at the intersections;
 - b) A widening across the full frontage of the site where it abuts Donald Cousens Parkway of sufficient width to provide a minimum of 18 metres from the centreline of construction of Highway 7 and any lands required for additional turn lanes at the intersections;
 - c) A 15 metre by 15 metre daylight trapezoid at the Street A and Highway 7 intersection;
 - d) A 15 metre by 15 metre daylight trapezoid at the Street E and Highway 7 intersection;
 - e) A 15 metre by 15 metre daylight triangles at the southeast corner of future William Forster Road and Highway 7; and,
 - f) A 0.3 metre reserve across the full frontage of the site where it abuts Highway 7 and Donald Cousens Parkway and adjacent to the above noted widening(s).
- 22.26 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.
- 22.27 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.

- 22.28 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.
- 22.29 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.
- 22.30 The Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 22.31 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.

22.32 The Regional Corporate Services Department shall advise that Conditions 22.1 to 22.31 inclusive, have been satisfied.

23. York Region District School Board

23.1 That the following conditions of draft plan approval to be imposed upon the subject Draft Plan of Subdivision SU 18 154617 prepared by Bousfields Inc. dated February 27, 2020 relative to the York Region District School Board:

- a) That prior to final approval, the owner shall have made agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site. The public elementary school site, Block 157, shall contain not less than 2.409 hectares and be free and clear of all encumbrances including but not limited to natural features.
- b) That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:
 - i) to grade the school site and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - ii) to remove any buildings on the school site;
 - iii) to remove trees, as required to accommodate school layout;
 - iv) to provide a letter of credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
 - v) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - vi) to construct a black vinyl coated chain link fence, Type II 1 ½ " mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
 - vii) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
 - viii) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
 - ix) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required;
 - x) to provide the foregoing at no cost to the Board;

- xi) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
- c) That the owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
 - i) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and
 - ii) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- d) That the owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition c) ii) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- e) That prior to final approval, the owner shall submit to the School Board an initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the city of Markham, which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
- f) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- g) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.
- h) That the subdivision agreement includes warning clauses advising the Town of Richmond Hill, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.
- i) To provide an Environmental Impact Study for the School Block and secure all required clearances and permits from but not limited to the Toronto Region Conservation Authority for the development of a school on the school block

That the York Region District School Board shall advise that conditions a) to i) inclusive have been met to its satisfaction. The clearance letter shall include a brief statement detailing how each condition has been satisfied or carried out.

24. Developers Group Agreement and Clearance

- 24.1 Prior to final approval of the draft plan, the Owner shall enter into a Developers Group Agreement to ensure the provision of community and all common facilities such as school sites, municipal services, parks and public roads, etc, in the Cornell Secondary Plan area are completed to the satisfaction of the City (Commissioner of Development Services and City

Solicitor). A certificate confirming the completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.

- 24.2 The Owner shall covenant and agree in the subdivision agreement that the plan of subdivision shall not be released for registration by the City until the Owner delivers a release to the City from the Trustee of the Developers Group to the effect that all conditions of the Group Agreement have been met to the satisfaction of the Trustee.

25.0 Ministry of Natural Resources

- 25.1 The Owner acknowledges that the Redside Dace has been added to the list of endangered species pursuant to the *Endangered Species Act, 2007*. S.O. 2007, c. 6. (the “Act”), and that the Ministry of Natural Resources (Ontario) has prepared a recovery strategy for the Redside Dace, entitled “Redside Dace (*Clinostomus elongatus*) in Ontario, Ontario Recovery Strategy Series”, dated February 2010 (the “Recovery Strategy”). The Owner acknowledges that, notwithstanding this Agreement and any approvals made or given by the City in respect of the Subdivision, the onus is on the Owner to comply with the provisions of the Act and the Owner covenants and agrees to use its best efforts to comply the Recovery Strategy, if applicable to the Subdivision, including but not limited to protection of the meander belt of any stream providing habitat to the Redside Dace and its associated riparian habitat that is within 30 metres from the meander belt. The Owner covenants and agrees to indemnify and save harmless the City, its directors, officers, Mayor, Councillors, employees and agents from any and all actions, causes of actions, suits, claims, demands, losses, penalties, fines, expenses and damages whatsoever that may arise either directly or indirectly from the approval and registration of the Subdivision and the Assumption of the Subdivision, the construction and use of the Works or anything done or neglected to be done in connection with the *Endangered Species Act, 2007* and the Recovery Strategy.

22. External Clearances

- 22.1 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 Condition 14.1 to 14.5 have been satisfied.
 - b) The Toronto and Region Conservation Authority shall advise that Conditions 21.1 to 21.7 inclusive, have been satisfied.
 - c) The Regional Municipality of York Planning Department shall advise that Condition 2.1 and Conditions 22.1 to 22.31 inclusive, have been satisfied.
 - d) The York Region District School Board shall advise that Conditions 23.1 a) to i), inclusive, have been satisfied.
 - e) The Trustee for the Cornell Developers Group shall advise that Conditions 24.1 and 24.2 have been satisfied.

ISSUED: June ## 2020, 2020

Ron Blake, M.C.I.P., R.P.P.
Senior Development Manager

DRAFT