



**THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO  
RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-17005  
(Garden Homes (Markham) Inc.)**

1. General
- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-2830, Drawing No. 20:6, dated December 18, 2020.
- 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 8, 2024 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 acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to the Markham Official Plan and the Zoning By-law, as amended, shall have come into effect in accordance with the provisions of the Planning Act, and the Owner has entered into a Site Plan Agreement with the City.
- 1.5 The Owner shall agree in the Subdivision Agreement to design all municipal infrastructure in accordance with the City's and/or Region's standards, guidelines, and specifications.
- 1.6 Prior to the release for registration of 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 design, stormwater management report, functional servicing report, detailed design drawings, noise study, streetlighting design and photometric analysis, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft plan of subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.7 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft plan of subdivision including but not limited to, traffic study, functional traffic design study, stormwater management report, functional servicing report, design brief, detailed design drawings, noise study, streetlighting design and photometric analysis, to the satisfaction of the City, 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 technical reports/studies.

- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sanitary and storm sewers, watermains, light standards, utilities, stormwater management facilities, traffic signage and roads to the satisfaction of, and at no cost to, the City.
- 1.9 The Owner shall restore all disturbed areas external to the plan of subdivision to its original condition or better, to the satisfaction of the City.
- 1.10 The Owner shall agree in the subdivision agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.11 The Owner shall agree in the subdivision agreement or pre-servicing agreement, whichever comes first, to submit financial security for the draft plan of subdivision as required by the City prior to the construction of municipal infrastructure required to service the development.
- 1.12 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.

2. Roads/ Stairwell to Main Street South Frontage

- 2.1 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.
- 2.2 Prior to registration of the plan of subdivision, the Owner shall covenant and agree to revise the draft plan to expand Block 3 to include the corner rounding of 5.0 m radius at the northwest corner of the property, to the satisfaction of the Director of Engineering..
- 2.3 Prior to registration of the plan of subdivision, the Owner shall covenant and agree to design the proposed road widening of the east leg of the Main Street South/Mill Street intersection, along with the appropriate curb ramps and tactile plates on both sides of crosswalk, and pavement markings as per the applicable standards, to the satisfaction of the Director of Engineering. The Owner shall covenant and agree in the subdivision agreement to construct all transportation improvements identified above to the satisfaction of the Director of Engineering, and at no cost, to the City of Markham.
- 2.4 The Owner shall covenant and agree in the subdivision agreement to convey land of Block 3, as well as the corner rounding of 5.0 m radius at the northwest corner of the

property to the City, free of costs and encumbrances, to the satisfaction of the Director of Engineering.

- 2.5 The Owner shall covenant and agree to construct all transportation improvements identified in the functional plan to the satisfaction of the Director of Engineering, and at no cost, to the City of Markham.
- 2.6 The Owner acknowledges that a series of stairways are required within Block 2 in the Owner's plan of subdivision (the "Owner's Lands") and, within City lands described as Expropriated by Plan 6298 (the "City Lands") along the Main Street South frontage. The Owner shall agree in the subdivision agreement to construct the above stairwells on the Owner's Lands and City Lands at the Owner's cost to the satisfaction of the City.
- 2.7 The Owner acknowledges that to allow the stairs to be constructed on City property along Main Street South, an encroachment agreement will be required that is tied to the property so that the City is not responsible for the maintenance of the stairs or walkway;

### 3. Tree Inventory and Tree Preservation Plans

- 3.1 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.
- 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 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 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.

#### 4.0 Community Design

4.1 The Owner agrees to enter into a site plan agreement which shall address the architectural design components of the development prior to execution of the subdivision agreement. The Owner acknowledges that a financial security will be required to ensure construction of dwellings as per approved designs.

4.2 The Owner shall implement and incorporate all requirements of the Markham Village Heritage Conservation District Plan into all the plans and design documents.

#### 5.0 Parks and Open Space

5.1 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.

5.2 The Owner shall provide a specialized depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.

5.3 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.

#### 6.0 Landscaping Works

6.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person for 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.
- b) Naturalized planting and stairs (including a handrail and landing) for the sloped area within the public ROW adjacent to Markham Road and along the frontage of Block 2 (common element townhouse block) subject to City of Markham approval.
- c) 1.8m high wood screen fence between the proposed common element condominium townhouse block and existing residential lots 3 and 8 to the south and in the rear yards of parts 2, 4 and 6 to the east of the property.

- d) 1.5m high decorative metal fence along the property boundary at the north east corner of the site between the common element condominium and the existing residential lands to the east (subject to noise attenuation requirements).
  - e) streetscape plan including street trees for all public streets
  - f) any other landscaping as determined.
- 6.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 6.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 6.1.
- 6.4 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 4.1a)**
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN REAR YARDS (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.”

7.0 Financial – Urban Design

- 7.1 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, compensation, fencing, streetscape, buffer and other landscaping requirements.

8. Municipal Services

8.1 The Owner shall agree in the subdivision agreement to not apply for any building permits until the City is satisfied that adequate municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.

8.2 The Owner shall agree in the subdivision agreement to revise and/or update the 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 functional servicing and stormwater management reports.

9. Lands to be Conveyed/City Easements

9.1 The Owner shall grant required conveyances to the appropriate authority for road widening, public utilities or trail/walkway purposes, upon registration of the plan of subdivision. The Owner shall also provide for any works external to the draft plan of subdivision necessary to connect watermains, storm and sanitary sewers to the existing sewers and watermains abutting to the site and/or trail/walkway facilities satisfactory to, and dedicated to, the City.

9.2 The Owner shall convey Blocks 3, to the City, for road widening, public utilities or walkway purposes, free of all costs and encumbrances, to the satisfaction of the City upon registration of the plan of subdivision.

10. Utilities

10.1 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 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.

10.2 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.

10.3 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to

individual dwelling units within the subdivision as and when each dwelling unit is constructed.

10.4 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

10.5 The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

#### 11. Canada Post

11.1 The Owner shall agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City 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.

11.2 The Owner shall agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.

11.3 The Owner shall 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 are 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.

11.4 The Owner shall agree in the subdivision agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:

- An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
- Any required walkway across the boulevard.
- Any required curb depressions for wheelchair access.

11.5 The Owner shall agree in the subdivision agreement to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

11.6 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox

installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.

12. Environmental Clearance

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any



environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.

- 12.6. Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.

13. Development Charges

- 13.1 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.

14. Heritage

- 14.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out an archaeological assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of archaeological resources; and to mitigate any identified adverse impacts to these resources, to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Heritage, Sport, Tourism and Culture Industries. The Owner shall submit a letter issued by the Ministry of Heritage, Sport, Tourism and Culture Industries that the Assessment has been entered into the Ontario Public Register of Archaeology Reports prior to registration of the draft plan and prior to any demolition, grading, filling or any form of soil disturbances on lands within the draft plan.

- 14.2 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 Heritage, Sport, Tourism and Culture Industries.

15. Other City Requirements

- 15.1 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.”

- 15.2 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.

- 15.3 The Owner covenants and agrees to implement sustainable design features within the development.
- 15.4 That the Owner covenants and agrees to enter into a Section 37 Agreement to secure the provision of Public Art by the City for the lands zoned Residential.
- 15.5 The Owner shall covenant and agree that fire hydrants on streets are to be spaced at intervals not exceeding 120 metres for single detached dwellings.
- 15.6 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in 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 or his designee at the subdivision agreement stage to ensure compliance with this condition.
- 15.7 The Owner acknowledges 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.
- 15.8 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 or Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and that two remote accesses for firefighting equipment is available.

- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 The Owner acknowledges that all waste and recyclable materials will be collected municipally.
16. Toronto and Region Conservation Authority (TRCA)
- 16.1 That **prior to** any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:
- a. A detailed engineering report stamped by a professional engineer that, in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
    - i. location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;
    - ii. confirmation that TRCA's stormwater management criteria (including stormwater quantity and quality control) and the criteria requirements for water balance and erosion control have been met or exceeded;
    - iii. water balance measures with supporting calculations;

- iv. detail drawings, locations and plans for proposed water balance and Low Impact Development (LID) measures on the appropriate drawings;
- v. detailed grading plans and site servicing plans;
- vi. supporting background documentation (e.g. seasonal hydrologic study, infiltration or percolation rates) as appropriate;

b. A detailed and comprehensive Erosion and Sediment Control Plan and Erosion and Sediment Control Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at <https://trca.ca/planning-permits/procedural-manual-and-technical-guidelines/>);

16.2 That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.

16.3 That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of registration of the Plan or any phase thereof.

16.4 **Future Clearance Request**

At the time that a request for clearance of conditions for subdivision registration purposes is made the TRCA will require the following items:

- A letter outlining how each TRCA condition has been fulfilled;
- A copy of the approved Conditions of Draft Approval;
- A copy of the Draft M-Plan (signed);
- A copy of the Executed Subdivision Agreement;
- A copy of the associated Official Plan Amendment and Zoning By-law;
- TRCA's Clearance Fees (to be determined based on the fee schedule in effect at the time of clearance).

17. Region of York

Clauses to be Included in the Subdivision Agreement

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

Conditions to be Satisfied Prior to Final Approval

17.2 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.

17.3 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.

- 17.4 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.
- 17.5 The Owner shall finalize Section C.0 of the Functional Servicing Report (FSR) with respect to available capacity of the existing outlet to the Region's YDSS sewer shall be finalized to the satisfaction of the Region.
- 17.6 The Owner shall contact the Region's Sustainable Mobility Group to discuss Travel Demand Management options for the proposed development. They can be reached at 1-877-464-9675 x75829.
- 17.7 Prior to final approval, the Owner shall provide in writing that the Owner has been in contact with the Region's Sustainable Mobility Group to discuss Transportation Demand Management options for the proposed development.
- 17.8 The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 17.9 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.
- 17.10 The Regional Corporate Services Department shall advise that Conditions 1 to 9 inclusive, have been satisfied.
- 18.0 Ministry of Natural Resources
- 18.1 The Owner covenants and agrees to comply with the requirements of the Endangered Species Act, 2007, S.O. 2007, c. 6. (the "ESA"), and the Species at Risk Act, S.C. 2002, c. 29. (the "SARA"), with respect to any species identified in accordance with the ESA and the SARA. The Owner acknowledges and agrees 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 ESA and the SARA. 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 action, 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 Subdivision, the construction and use of the Works or anything done or neglected to be done in connection with the ESA and the SARA.
19. External Clearances

19.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) Canada Post shall advise that Conditions 11.1 to 11.6 have been satisfied.
- b) The Toronto and Region Conservation Authority shall advise that Conditions 16.1 to 16.4 inclusive, have been satisfied.
- c) The Regional Corporate Services Department shall advise that Conditions 17.1 to 17.9 inclusive, have been satisfied.
- d) That the Owner submits a letter from the Ministry of Heritage, Sport, Tourism and Culture Industries that the Archaeological Assessment has been entered into the Ontario Public Register of Archaeology Reports in accordance with Condition 14.1

ISSUED: XXX, 2021

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