

THE CONDITIONS OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF DRAFT PLAN OF SUBDIVISION 19TM-18011 (SCARDRED 7 COMPANY LIMITED – THE “OWNER”) ARE AS FOLLOWS:

1.0 General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared Speight, Van Nostrand & Gibson Ltd. with a Survey Certificate from D.A. Wilton, dated May 26, 2021, identified as Job No. 190-0019, last revised May 26, 2021.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on June XX, 2024, 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.
- 1.4 The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, an amendment to the city’s zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the *Planning Act*.
- 1.5 The Owner agrees to obtain required approvals from the Regional Municipality of York (“York Region”) and any other applicable public agencies, to the satisfaction of the Commissioner of Development Services.
- 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, 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, 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 studies, functional traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, 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 studies, and drawings.

- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City.
- 1.9 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.
- 1.10 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 that phase of development.
- 1.11 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.

2.0 Roads

- 2.1 The road allowances within the Draft Plan shall be named to the satisfaction of the City and York Region.
- 2.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.
- 2.3 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement, to the satisfaction of the City.
- 2.4 The Owner shall covenant and agree in the Subdivision Agreement that a connection from the existing Ferrah Street (east of the Draft Plan of Subdivision) is provided to the proposed William Meleta Drive to the satisfaction of the Director of Engineering and at no cost to the City. The Owner shall further covenant and agree to coordinate with the existing homeowners, during construction works on Ferrah Street, to the satisfaction of the City.
- 2.5 The Owner shall covenant and agree in the Subdivision Agreement that the proposed Alfredo Street shall connect to the existing Alfredo Street at the westerly

limit of the Draft Plan of Subdivision, to the satisfaction of the Director of Engineering and at no cost to the City. The Owner shall further covenant and agree to coordinate with the impacted properties during the construction of the works on the existing Alfredo Street, to the satisfaction of the City.

3.0 Construction of Tomor Drive

- 3.1 The Owner acknowledges and agrees that Tomor Drive, as shown in the Draft Plan of Subdivision, constitutes the east half of the full municipal road, and that Tomor Drive will be incorporated into a full Municipal Tomor Drive with Block 25 (Plan 65M-4464) to complete the Tomor Drive with a width of 18.50 m.
- 3.2 The Owner agrees to make satisfactory arrangements with the City to design and construct Tomor Drive, to the satisfaction of the Director of Engineering, and submit all fees, securities, and other matters required by the Director of Engineering and the City Solicitor, consistent with the construction of public streets in a subdivision.

4.0 Extension of William Meleta Drive (Block 25)

- 4.1 The Owner acknowledges and agrees that Block 25 will be part of the future extension of William Meleta Drive to Highway 7, together with the lands owned by the adjacent land owner to the east (1421121 Ontario Limited), (referred to as “Extension of WMD”). The Owner covenants and agrees, as part of the site plan application of Block 21, to design and construct the Extension of WMD. The design and construction of the Extension of WMD shall be based on the following:
 - a) Submission to the City for review and approval all technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, detailed design drawings etc.
 - b) Making satisfactory arrangements with 1421121 Ontario Inc. (Owner of 4088 Highway 7) for their final access configuration on the Extension of WMD to the City’s satisfaction.
 - c) Securing all approvals, including the submission of fees and financial securities necessary to undertake all works required for the construction of the Extension of WMD.
- 4.2 The City and the Owner covenant and agree that Parts 2 and 3 of Plan 65R-35011 are currently owned by York Region. York Region has confirmed that these parts need to be transferred to the City. Prior to execution of the Subdivision Agreement, the Owner shall make satisfactory arrangements with York Region to get these lands transferred to the City, at no cost to the City.

- 4.3 The Owner shall covenant and agree in the Subdivision Agreement to maintain the Extension of WMD until such time that it is constructed to its full width and dedicated as a public street.

5.0 Tree Inventory and Tree Preservation Plan

- 5.1 The Owner shall submit for approval an Arborist Report and Tree Inventory and 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.
- 5.2 The Owner shall submit a site grading plan showing trees to be preserved based on the approved Arborist Report and Tree Inventory and Preservation Plan prior to the issuance of a Top Soil Stripping Permit, to the satisfaction of the Director of Planning and Urban Design.
- 5.3 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.
- 5.4 The Owner shall submit for approval individual Tree Assessment Reports for neighbouring Tree “B” (90 cm DBH Bur Oak) and neighbouring Tree “G” (31 cm DBH Norway Maple), to the satisfaction of the Director of Planning and Urban Design. The reports are to be prepared by a certified Arborist, and shall include the following information:
- a) Documentation of the exploratory root excavation process
 - b) Results of the exploratory excavation
 - c) Recommendations
- 5.5 Should it be concluded through the review and approval of the Tree Assessment review (condition 5.4) that Trees “B” and “G” can be preserved, the Owner shall further submit additional information and proposed methodologies to reduce impacts to the trees, including, but not limited to the following:
- a) Minimize or eliminate grading impacts within tree protection zones
 - b) Align the sidewalk within this area to accommodate a larger tree protection zone, in consultation with the City’s Engineering staff
- 5.6 The Owner shall submit for approval, as part of the Tree Inventory and 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 40 cm 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.

5.7 The Owner covenants and agrees to apply the tree preservation methods identified in the approved Arborist Report and Tree Inventory and Preservation Plan in order to preserve existing trees on lot, to the satisfaction of the Director of Planning and Urban Design.

6.0 Community Design

- 6.1 The Owner shall implement and incorporate all requirements of the approved drawings and plans, and any other required design documents as applicable.
- 6.2 The Owner shall retain a design consultant to prepare Architectural Control Guidelines in keeping with the City's Generic Architectural Control Guidelines (2001) with addendum, to be submitted to the Director of Planning and Urban Design for approval prior to execution of the Subdivision Agreement.
- 6.3 The Owner shall retain a design consultant to implement the Architectural Control Guidelines.
- 6.4 Plans submitted for model home permits for any building within the Draft Plan of Subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 6.5 The Owner shall ensure that the design architect for any buildings within the Draft Plan of Subdivision shall not also assume the role of control architect for the Draft Plan of Subdivision.

7.0 Parkland Dedication

- 7.1 The Owner and the City acknowledge and agrees that parkland dedication is required at a rate as specified in Parkland Dedication By-law 195-90, as amended.

8.0 Landscape Works

- 8.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans prepared by a Landscape Architect, member in good standing with

the O.A.L.A, to the satisfaction of the Director of Planning and Urban Design, as follows:

- a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009, as amended from time to time;
 - b) On-lot compensation tree planting, if required, to meet total amount of tree compensation in accordance with Condition 5.6;
 - c) Streetscape plan including street trees for all public roads;
 - d) For all corner lots, provide 1.8 m high privacy wood screen fencing. Where corner lots are located at prominent locations in the plan (lots located at the terminus of views and along higher order public roads such as Alfredo Street), provide upgraded fence design and landscape treatment, entirely within the private lot;
 - e) For all rear yards abutting existing residential lots, provide 1.8m high privacy wood screen fencing, where required;
 - f) Noise attenuation in accordance with the approved noise study; and,
 - g) Any other landscaping as required by the Director of Planning and Urban Design
- 8.2 The Owner shall covenant and agree in the Subdivision Agreement to provide a 300 mm depth of topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees, and provide submit a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.
- 8.3 The Owner covenant and agrees that the detailed design and construction of all landscaping shall be at no cost to the City and in accordance with the approved plans.
- 8.4 The Owner covenant and agrees that the street tree landscape plans for all regional roads will be provided to the York Region, Regional Transportation and Works Department and that a copy of the submission letter, letter of approval for the landscape works and a copy of the agreement with York Region, if required by York Region for the landscape works will be provided to the City prior to the execution of the Subdivision Agreement.
- 8.5 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 8.1.
- 8.6 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
- CORNER LOT FENCING AND LANDSCAPING
- REAR LOT LINE FENCING (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN PRIVATE YARDS
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS, WHERE REQUIRED
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES, WHERE REQUIRED
- 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.”

9.0 Financial

- 9.1 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 works, landscape works and other urban design requirements.

10.0 Municipal Services

- 10.1 The Owner agrees to design and construct all municipal services in accordance with City standards and specifications.
- 10.2 Prior to the release of registration of this Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City of Markham that the development will be provided with two independent water supply points to provide for adequate redundancy and looping for domestic and fire protection purposes.
- 10.3 The Owner shall agree in the Subdivision Agreement for the Draft Plan of Subdivision to not 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. Lands to be conveyed to the City/Easements

11.1 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.

12.0 Utilities

12.1 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 and authorized agencies.

12.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies including, but not limited to, Alectra Utilities, Enbridge, telecommunications companies.

12.3 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 and be in accordance with the Community Design Plan.

12.4 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.

12.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

12.6 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.

- 12.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the Draft Plan of 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 Draft Plan of subdivision as and when each dwelling unit is constructed.

13.0 Environmental Clearance

- 13.1 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*.
- 13.2 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.
- 13.3 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. 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.
- 13.4 The Owner agrees that if, during construction of 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 and the Ministry of the Environment, Conservation and Parks (“MECP”).

- 13.5 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.

14.0 Heritage

- 14.1 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 Tourism Culture and Sport. Demolition, grading, filling or any form of soil disturbances shall not take place on the lands within the draft plan which have not been assessed and cleared of archaeological potential through the issuance of a letter from the Ministry of Tourism Culture and Sport and acceptance of said letter by the City's Director of Planning and Urban Design, indicating that all matters relating to heritage resources on those specific lands have been addressed in accordance with licensing and resource conservation requirements.

- 14.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the City and the Ministry of Tourism Culture and Sport.

15.0 Streetlight Types

- 15.1 The Owner shall agree in the Subdivision Agreement to contact the City 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.

- 15.2 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.

16.0 Other City Requirements

- 16.1 The Owner acknowledges and agrees that firebreak lots within the Draft Plan of Subdivision shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. 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.
- 16.2 The Owner shall acknowledge and agree in the Subdivision Agreement that Building Permits will not be issued for lands in any stage of development within the Draft Plan of Subdivision until the Director of Building Services 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.
- 16.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designate.
- 16.4 The Owner shall acknowledge and agree in the Subdivision Agreement 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. 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. Where an obstruction of any approved Fire Department access/entrance is identified. The City may draw on the Letter of Credit in the full amount.
- 16.5 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
 - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City

- 16.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) 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.
- 16.7 The Owner covenants and agrees to contact the City at least four (4) 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.
- 16.8 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.
- 16.9 The Owner covenants and agrees to provide, at no cost to the Owner, all educational materials necessary to enable the purchaser to participate in the City's waste diversion program.
- 16.10 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 m 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.
- 16.11 The Owner acknowledges that all waste and recyclable materials will be collected municipally.
- 17.0 York Region
- 17.1 The following conditions shall be included in the Subdivision Agreement:
- a) 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.
 - b) The Owner shall agree to include the following clauses in the Subdivision Agreement, Site Plan Agreement, Purchase Agreement, Condominium Agreement and Declaration of Condominium Agreement:

- a. “THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE WESTERLY ACCESS TO HIGHWAY 7 WILL BE RESTRICTED TO RIGHT-IN RIGHT-OUT OPERATION ONLY.”
- b. “THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROPOSED DEVELOPMENT WILL CONNECT EASTERLY TO FERRAH STREET AND WESTERLY TO BUCHANAN DRIVE.”
- c) The Owner shall agree to implement all recommendations provided in the Transportation Study, to the satisfaction of York Region.
- d) The Owner shall agree for ‘Block 21’ (as shown in Drawing S1900019.DWG, dated March 10, 2021) that a direct vehicular access onto Highway 7 will not be permitted.
- e) The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services in this development. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The Owner/consultant is to contact YRT/Viva Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- f) The Owner shall agree that the Owner shall not commence with any site alteration or site development works on ‘Block 21’ without Regional Site Plan approval under Regional File Number SP.19.M.0004.
- g) The Owner shall agree that where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region’s satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by York Region.
- h) The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority’s minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

- 17.2 The Owner shall provide to York Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City:
- a) A copy of the Council resolution confirming that the City has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this Draft Plan of Subdivision, or any phase thereof.
 - b) A copy of an email confirmation by City staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 17.3 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.
- 17.4 The Owner shall demonstrate that the proposed development will provide a vehicular interconnection to Ferrah Street to the east and to Buchanan Drive to the west and connects to Village Parkway.
- 17.5 Prior to final approval and concurrent with the submission of the subdivision servicing application to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Construction Access Design;
 - e) Utility and underground services Location Plans;
 - f) Signalization and Illumination Designs;
 - g) Line Painting;
 - h) Traffic Control/Management Plans;
 - i) Erosion and Siltation Control Plans;
 - j) Landscaping Plans, including tree preservation, relocation and removals;
 - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - l) Functional Servicing Report (water, sanitary and storm services)
 - m) Water supply and distribution report;
 - n) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.

- 17.6 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.
- 17.7 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality and to process the MECP ECA application.
- 17.8 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.
- 17.9 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.
- 17.20 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.
- 17.21 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 17.22 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 17.23 York 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 York 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 York 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. York 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 York 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 York Region in the Region's standard format and/or contain terms and conditions satisfactory to York Region.

York Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to York 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.

- 17.24 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 22.5 metres from the centreline of construction of Highway 7 and any lanes required for additional turn lanes at the intersection;
 - b) A 10 metre by 10 metre daylight trapezoid at the William Meleta Drive and Highway 7 intersection measured from the widened limit of Highway 7;
 - c) A 5 metre by 5 metre daylight trapezoid at the Tomor Drive and Highway 7 right-in/right-out intersection measured from the widened limit of Highway 7; and,
 - d) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Highway 7 and adjacent to the above noted widening.

- 17.25 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.
- 17.26 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.
- 17.27 The Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 17.28 The Owner shall enter into an agreement with York Region, to satisfy all conditions, financial and otherwise, and state the date at which development charge rates are frozen, 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.

18.0 Ministry of Natural Resources ("MNR")

- 18.1 The Owner shall agree in the Subdivision Agreement to satisfy all requirements of the MNR with respect to the endangered species and any potential impacts on the Draft Plan of Subdivision, and to provide written confirmation that it has consulted with MNR in this respect, to the satisfaction of the Commissioner of Development Services.

19.0 Enbridge Gas Distribution

- 19.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:
- a) To contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea30@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
 - b) In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

20.0 Canada Post

- 20.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) The Owner agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- b) The Owner will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- c) The Owner will consult with Canada Post to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- d) 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) to place the Community Mailboxes on;
 - ii. any required walkway across the boulevard; and,
 - iii. any required curb depressions for wheelchair access.
- e) The Owner further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- f) The Owner further agrees to provide Canada Post at least 60 days notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

21.0 Bell Canada

21.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) 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.
- b) 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.
- c) To contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design state to confirm the provision of

communication/telecommunication infrastructure needed to service the development.

- d) That it is the Owner's responsibility to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service the development. In the event that no such infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
- e) That if the Owner elects not pay for the above noted connection, Bell Canada may decide not to provide service to the development.

22.0 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) The Ministry of Tourism Culture and Sport shall advise that Condition 14.1 has been satisfied.
- b) York Region shall advise that Conditions 17.1 to 17.28 have been satisfied.
- c) Enbridge Gas Distribution shall advise that Condition 19.1 has been satisfied.
- d) Canada Post shall advise that Condition 20.1 has been satisfied.
- e) Bell Canada shall advise that Condition 21.1 has been satisfied.

Dated: XXXXXX

Ron Blake, Senior Development Manager