

THE CONDITIONS OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF DRAFT PLAN OF SUBDIVISION 19 TM-21008 (2697415 ONTARIO LTD. – THE “OWNER”) ARE AS FOLLOWS:

1. General

- 1.1. Approval shall relate to a Draft Plan of Subdivision prepared by Mandarin Surveyors Limited, identified as Job. No. 2020-124 last revised July 15, 2021, and incorporate any redline revisions required to address comments from the City and external agencies.
- 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 XXXX, 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, transportation impact studies, functional traffic designs, transportation demand management studies, geotechnical and hydrogeological reports, stormwater management report, functional servicing report, photometric studies and detailed engineering drawings, to the satisfaction of the City of Markham, and at no cost to the City of Markham.
- 1.8. 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.
- 1.9. 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.

- 1.10. 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 securities for the Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service the Plan of Subdivision.
- 1.12. The Owner shall covenant 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 services the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.13. The Owner shall agree in the Subdivision Agreement 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. Prior to the release of the Plan of Subdivision for registration, the Owner shall revise the draft Plan of Subdivision to show Block 2 as a Public Road (Featherstone Avenue extension), to the satisfaction of the Director of Engineering.
- 2.2. The Owner shall dedicate Featherstone Avenue extension (currently shown as Block 2) as a public highway, free of all costs and physical or title encumbrances, to the satisfaction of the Director of Engineering, upon registration of the Draft Plan.
- 2.3. Prior to registration of the plan of subdivision, the Owner shall covenant and agree in the Subdivision Agreement to design and construct Featherstone Avenue extension, to the satisfaction of the Director of Engineering.
- 2.4. The Owner shall convent and agree in the Subdivision Agreement to provide temporary turning circles and the necessary easements, at their cost, to the satisfaction of the Director of Engineering. The Owner shall also covenant and agree in the Subdivision Agreement to remove the temporary turning circle and easement to their normal condition at their cost when required by the City, to the satisfaction of the Director of Engineering. The design of the temporary turning circle, and any implications on surrounding land use, including a posting of a separate Letter of Credit for their removal, shall be addressed in the Subdivision Agreement to the satisfaction of the Director of Engineering.

3. Parkland Dedication

- 3.1. The Owner and the City acknowledge and agree that parkland dedication within this Draft Plan of Subdivision is required at a rate as specified in Section 51.1 of the Planning Act, as amended. The Owner and the City acknowledge and agree that parkland dedication will be deferred to the subsequent site plan agreement.

4. Landscape Works (Streetscape Works)

- 4.1. Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a Landscape Architect based on the approved design plans for all landscape/streetscape works, 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) Any other landscaping as determined by the Director of Planning and Urban Design.
- 4.2. The Owner shall covenant and agree in the Subdivision Agreement to provide a 300mm 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.
- 4.3. The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

5. Tree Inventory and Tree Preservation Plans

- 5.1. 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.
- 5.2. The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement 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, 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.

6. Financial

- 6.1. Prior to execution of the Subdivision Agreement, the Owner shall provide a letter of credit in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

7. Municipal Services

- 7.1. The Owner agrees to design and construct all municipal services in accordance with City standards and specifications.
- 7.2. 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.
- 7.3. The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City's By-law 2005-104, as amended.
- 7.4. The Owner shall covenant and agree in the Subdivision Agreement to provide the City, prior to commencement of construction, written permission from affected landowners for any grading proposed by the Owner onto lands outside the Plan of Subdivision.
- 7.5. The Owner shall agree in the Subdivision Agreement that the development block created by the Plan of Subdivision are subject to site plan approval, and requirements for that development block will be identified during the review of the site plan application.
- 7.6. 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 management strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 7.7. The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.

8. Lands to be conveyed to the City/Easements

- 8.1. The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. The owner shall also provide for any easements and works external to the draft Plan of Subdivision necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

9. Utilities

- 9.1. 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.
- 9.2. 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.
- 9.3. 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 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

10. Environmental Clearance

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

11. Streetlight Types

- 11.1. 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.

12. Services within Regional Road

- 12.1. The Owner acknowledges that the proposed sanitary sewer and watermain crossing 14th Avenue, and storm sewer connection to existing 14th Avenue storm sewer is subject to the approval of the Region of York (the "Region Works"). Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner shall obtain approval from the Region for works within the Region's right-of-way. In the event the Region does not permit the installation of the Region Works within 14th Avenue right-of-way, the Owner shall revise the draft plan if required to provide alternate solutions for the Region Works, to the satisfaction of the Director of Engineering.

13. Heritage

- 13.1. Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a archaeological assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of archaeological resources, and further to mitigate any identified adverse impacts to significant archaeological resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Heritage, Sport, Tourism and Culture Industries. 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 to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 13.2. 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 Heritage, sport, Tourism and Culture Industries.
- 13.3. The Owner covenants and agrees to retain the Heritage Building (historically identified as the McCauley-Cooperthwaite House), known municipally as 5560 14th Avenue.
- 13.4. The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
 - a) To keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
 - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
 - c) Once the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:
 - secure and protect the building 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 Building is to be preserved onsite and should not be vandalized and/or scavenged; and

- install a 8 ft high fence around the perimeter of the house 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.

13.5. 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 Building:

- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement if required by the City;
- b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City;
- c) The Owner is to permit the designation of the property under Part IV of the Ontario Heritage Act;
- d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building within its lot (total \$250,000). 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 Building 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;
- e) The Owner is to enter into a Site Plan Agreement with the City for the Heritage Building, containing details on the site plan such as access, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, and any additions and alterations.

13.6 The owner shall covenant and agree in the Subdivision Agreement to preserve the Heritage Building through the following means:

- a) to provide and implement a traditional restoration plan for the 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 X.5 (d);

- b) to complete the exterior restoration of the 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 historic front of the Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;
- 13.7 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 Heritage Building. 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 the Heritage Building:

"Purchasers are advised that 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 building or property shall be subject to review and approval of plans by the City."
- 13.8 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions X.1 to X.7, inclusive, have been satisfied.

14. Fire Services

- 14.1. The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of Fire Services.
- 14.2. The owner shall acknowledge and agree in the subdivision agreement that building permits shall not be issued for lands in any stage of development with the draft plan of subdivision until the Director of Building Services had been advised by the Fire Services that there is an adequate water supply for firefighting operations and two remote accesses for firefighting equipment is available.

15. York Region

- 15.1. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 15.2. The Owner shall provide a basic 43 meter right-of-way for this section of 14th Avenue. All property lines shall be referenced from a point 21.5 meters from the centerline of construction on 14th Avenue and any lands required for additional turn lanes at the

intersection will be conveyed to York Region for Public highway purposes, free of all cost and encumbrances, to the satisfaction of York Region Solicitor.

- 15.3. The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlined the required road improvements for this subdivision. The report/plan submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 15.4. Concurrent with the submission of subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering. Attention: Manager, Development Engineering that includes the following drawings:
 - a) Plan and Profile for the York Region road and intersections;
 - b) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
 - c) Grading and Servicing;
 - d) Intersection/Road improvements, including the recommendations of the Traffic Report;
 - e) Construction Access Design;
 - f) Utility and underground services Location Plans based on SUE Investigation;
 - 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 spot locations as required by York Region Transit/Viva;
 - n) Functional Servicing Report;
 - o) Stormwater Management Report; and
 - p) Water Supply and Distribution Report and model.
- 15.5. 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.

- 15.6. The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 15.7. 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.
- 15.8. 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.
- 15.9. The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall be 0.2 meters above the centerline elevations of the York Region roadway or maintain a minimum 2% cross slope within the boulevard from the streetline to the top of curb, unless otherwise specified by Development Engineering.
- 15.10. 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.
- 15.11. 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.
- 15.12. 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). Reg. 153/04 Records of Site Conditions, as amended ("O. Reg. 153/4"). 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's standard format and/or contain terms and conditions satisfactory to the Region.

- 15.13. 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.
- 15.14. The Owner shall be responsible for all cost 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.
- 15.15. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Regions Solicitor, at no cost to York Region with respect to the conveyance fo the above noted lands to York Region.
- 15.16. 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.
- 15.17. The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 15.18. The Owner shall enter into a Development Charge Agreement with York Region to freeze/lock in the Development Charge rate at the time the draft plan of subdivision application is deemed a complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or part thereof, are payable.
- 15.19. The Regional Corporate Services Department shall advise that Conditions 1 to 22 inclusive have been satisfied.

16. Enbridge

- 16.1. The applicant shall contact Enbridge Gas Inc.'s Customer Connections department SalesArea30@Enbridge.com to determine gas availability, service and meter installation and to ensure all gas pipping 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.

- 16.2. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.
- 16.3. In the event that easement(s) are required to services this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

17. Canada Post

- 17.1. The owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from designated Community Mailbox.
- 17.2. The owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 17.3. The owner/developer will consult with Canada Post Corporation to determine suitable location for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 17.4. The owner/developer will 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. And
 - Any required curb depressions for wheelchair access.
- 17.5. The owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 17.6. The owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

18. Bell

- 18.1. 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 acknowledge to convey such easements at no cost to Bell Canada.

- 18.2. 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.
- 18.3. It shall be noted that it is the responsibility of the owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the owner may be required to pay for the extension of such network infrastructure.
- 18.4. If the owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

19. External Clearances

- 19.1. Prior to final approval of the draft plan of subdivision, clearance letters, containing brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - a) The Regional Municipality of York Planning Department shall advise that all conditions required prior to final approval have been satisfied.
 - b) Enbridge shall advise that Condition 16.3 has been satisfied.
 - c) Canada Post shall advise that Conditions 17.1, 17.3 and 17.4 have been satisfied.
 - d) Bell Canada shall advise that Conditions 18.1 and 18.4 have been satisfied.