

THE CONDITIONS OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF DRAFT PLAN OF SUBDIVISION 19TM-21018 (10-20 FINCHAM INC.– THE “OWNER”) ARE AS FOLLOWS:

1.0 General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by Evans Planning, last revised November 29, 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 ~~XXX Month, date, year XXX~~ 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 Official Plan and Zoning By-laws to implement the plan shall have come into effect in accordance with the provisions of the *Planning Act* and the Ontario Land Tribunal order to bring the Official Plan and Zoning By-law Amendment into force.
- 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 The Owner shall agree in the subdivision agreement that as part of the future site plan application for Block 1, to make satisfactory arrangements with Director of Engineering and submit technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, photometric studies and detailed engineering drawings, noise studies, etc., to support the proposed development for Block 1.
- 1.7 The Owner shall agree in the Subdivision Agreement, and Site Plan Agreement for Block 1, 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.
- 1.8 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 Owner shall agree in the subdivision agreement to convey the following lands to City of Markham for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Director of Engineering:
- a) A widening across the full site frontage along Fincham Avenue of sufficient width to provide a minimum of 12.25 metres from the centreline of construction of Fincham Avenue.

3.0 Parkland Dedication

- 3.1 The Owner and the City acknowledge and agree that parkland dedication requirement for this Draft Plan of Subdivision shall be satisfied through the Site Plan approval for Blocks 1 and 2.

4.0 Landscape Works (Streetscape Works)

- 4.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans based on the approved design plans for all the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
- 4.1.1.1 Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
- 4.1.1.2 Provide 1.8 m high privacy wood screen fencing as required;
- 4.1.1.3 Provide noise attenuation fencing as required;
- 4.1.1.4 Provide 1.5 m high black vinyl chain link fence on the property line installed prior to occupancy for all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, as determined appropriate by the Director of Planning and Urban Design;
- 4.1.1.5 Provide landscaping for all open space, stormwater and walkway blocks;
- 4.1.1.6 A trail network;
- 4.1.1.7 Restoration works identified in the Natural Heritage Restoration Plan;
- And,
- 4.1.1.8 Any other landscaping as determined by the Community Design Plan, Architectural Control Guidelines, Environmental Master Drainage Plan, and the Tree inventory and Compensation Schedule.

- 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 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.
- 4.4 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 4.5 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 adjoining the lanes (if specifically required by the City);
 - Noise attenuation fencing as identified in the noise impact study;
 - Fencing of school, park, walkway and stormwater management pond blocks;
 - Buffer planning 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 purchases is not required to reimburse this expense.”

5.0 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, through the Site Plan Application for Blocks 1 and 2.
- 5.2 The Owner shall agree in the subdivision agreement that no permit for site alteration or topsoil stripping shall be authorized and no pre-servicing agreement shall be entered into unless and until the Owner has submitted a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan and an Arborist Report 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 As a part of the Tree Inventory and Tree Preservation plan, and in accordance with the City of Markham Streetscape Manual, the Owner shall submit through the Site Plan Application for Blocks 1 and 2 to the satisfaction of the Director of Planning and Urban Design a tree compensation schedule detailing replacement and enhancement planting, or the replacement value, of any injured or destroyed trees based on the following criteria:

- 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.

6.0 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.

7.0 Lands to be conveyed to the City/Easements

7.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. 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.

8.0 Utilities

8.1 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.

8.2 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.

8.3 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.

- 8.4 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.
- 8.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 8.6 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.
- 8.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

9.0 Environmental Clearance

- 9.1 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.
- 9.2 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.
- 9.3 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.

- 9.4 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.
- 9.5 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.
- 9.6 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.

10.0 Streetlight Types

- 10.1 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.

11.0 Fire Services

- 11.1 Firebreak lots/blocks shall be designated within a subdivision or site plan agreement, to the satisfaction of the Fire Services.
- 11.2 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 11.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m.
- 11.4 The Owner shall acknowledge and agree that building permits will not be issued for lands in any stage of development until the Director of Building Standards has been advised by the Fire Services that there is an adequate water supply for firefighting operations and two separate, remote and unobstructed accesses is available.
- 11.5 To ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be

provided into the development. If less than 2 full moves accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.

11.6 The Fire Services has identified the access into the development:

- Access #1 – From 16th Avenue;
- Access #2 – From Fincham Avenue.

11.7 A townhouse block shall not exceed a distance of 45m in length.

11.8 Lanes that service townhouse blocks with detached garages shall not exceed 90m.

12.0 Operations

12.1 Erection of covered walkways or obstructions on Regional sidewalks will result in the developer assuming winter sidewalk maintenance responsibilities from the City until the hoarding is removed.

12.2 Sidewalk/MUP to have at least 0.3 m offset from all property lines and ROW features.

12.3 Curb restoration to be conducted as per City Design Standard MR19.

13.0 York Region

13.1 The following clauses shall be included as part of the Plan of Subdivision agreement:

13.1.1 The Owner shall agree to 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;

13.1.2 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel.1-866-668-3978) for route maps and the future plan maps;

13.1.3 The Owner shall agree, in wording satisfactory to Development Engineering that a Site Plan Application approval from Region is required to be in place before the commencement of any site alteration or construction works for Block 1 abutting 16th Avenue.

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

13.3 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:

- A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision;
 - A copy of an email confirmation by a City of Markham staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 13.4 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services and the Infrastructure Asset Management branch for record.
- 13.5 The Owner shall demonstrate that they have contacted Sustainable Mobility to coordinate Transportation Demand Management options for the proposed development.
- 13.6 Should the proposed development include bulk fuel ($\geq 2500\text{L}$) or bulk chemicals ($\geq 500\text{L}$) within the HVA, a Contaminant Management Plan (CMP) will be required for Water Resources review and approval. If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.
- 13.7 The Region requires the Owner submit a Phase One Environmental Site Assessment (“ESA”) in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended (“O. Reg. 153/04”). The Phase One ESA must be for the Owner’s property that is the subject of the application and include the lands to be conveyed to the Region (the “Conveyance Lands”). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region’s standard format and/or contain terms and conditions satisfactory to the Region.
- 13.8 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.

- 13.9 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.
- 13.10 Upon the 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 16th Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of 16th Avenue and any lands required for additional turn lanes at the intersections, and;
 - b) A 10 metre by 10 metre daylight triangle at the southeast corners of 16th Avenue and Fincham Avenue, and;
 - c) 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 16th Avenue and adjacent to the above noted widening(s).
- 13.11 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.
- 13.12 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.
- 13.13 The Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed 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 any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
- 13.14 The Regional Corporate Services Department shall advise that Conditions 1 to 15 inclusive, have been satisfied.

14.0 Enbridge

- 14.1 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.

- 14.2 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.
- 14.3 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.

15.0 Canada Post

- 15.1 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.
- 15.2 The owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.

16.0 Bell

- 16.1 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.
- 16.2 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.

- 16.3 The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure need to sever the development.
- 16.4 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.
- 16.5 If the owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

17.0 Rogers

- 17.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "**Communications Service Providers**") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 17.2 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- 17.3 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- 17.4 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

18.0 Metrolinx

- 18.1 The Owner shall agree in the Subdivision Agreement that the following Easement will be conveyed to Metrolinx prior to final approval to the satisfaction of the Director of Planning and Urban Design;
- WHEREAS the Transferor is the owner of those lands legally described in the Properties section of the Transfer Easement to which this Schedule is attached (the "**Easement Lands**");
 - IN CONSIDERATION OF the sum of TWO DOLLARS (\$2.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Transferor, the Transferor transfers to the Transferee, and its successors and assigns, a permanent and perpetual non-exclusive easement or right and interest in the nature of a permanent and perpetual non-exclusive easement over, under, along and upon the whole of the Easement Lands and every part thereof for the purposes

of discharging, emitting, releasing or venting thereon or otherwise affecting the Easement Lands at any time during the day or night with noise, vibration and other sounds and emissions of every nature and kind whatsoever, including fumes, odours, dust, smoke, gaseous and particulate matter, electromagnetic interference and stray current but excluding spills, arising from or out of, or in connection with, any and all present and future railway or other transit facilities and operations upon the lands of the Transferee and including, without limitation, all such facilities and operations presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increases, enlargement and other changes to such operations (herein collectively called the "**Operational Emissions**");

- THIS Easement and all rights and obligations arising from same shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective officers, directors, shareholders, agents, employees, servants, tenants, sub-tenants, customers, licensees and other operators, occupants and invitees and each of its or their respective heirs, executors, legal personal representatives, successors and assigns. The covenants and obligations of each party hereto, if more than one person, shall be joint and several. Easement in gross.

19.0 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:

19.1.1 The Regional Municipality of York Planning Department shall advise that all conditions required prior to final approval have been satisfied;

19.1.2 Enbridge shall advise that Condition 14.3 has been satisfied;

19.1.3 Canada Post shall advise that Conditions 15.1, 15.3 and 15.4 have been satisfied;

19.1.4 Bell Canada shall advise that Conditions 16.1 and 16.4 have been satisfied;

19.1.5 Rogers shall advise that Conditions 17.1, 17.2, 17.3 and 17.4 have been satisfied;

19.1.6 Metrolinx shall advise that Conditions 18.1 have been satisfied.