

THE CONDITIONS OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF DRAFT PLAN OF SUBDIVISION 19TM-20004 (LIFETIME 8200 WARDEN AVENUE GP INC. – THE “OWNER”) ARE AS FOLLOWS:

City of Markham Conditions

1. General

- 1.1. Approval shall relate to a Draft Plan of Subdivision prepared Bousfields Inc. with a Survey Certificate from J.D. Barnes Ltd., dated September 25, 2020, identified as Drawing No. 1745-35dp, last revised November 3, 2022.
- 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, unless extended by the City upon application by the Owner.
- 1.3. The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.4. The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, 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”), Toronto and Region Conservation Authority (“TRCA”), 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 of Markham, all technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.7. The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plans of Subdivision including but not limited to, traffic studies, functional traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.

- 1.8. The Owner agrees to revise the draft Plan of Subdivision or the adjacent 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, watermain, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City of Markham.
- 1.10. The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.11. The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of development.
- 1.12. The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the 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.

Development Engineering

2. Roads - Transportation Engineering

- 2.1. The road allowances within the draft plan shall be named to the satisfaction of the City and Regional Municipality of 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 acknowledges and agrees that prior to the execution of the subdivision agreement, to design the intersection of Cedarland Drive and Street A (the Courtyard Lane extension) including a sidewalk connection along the median island that will connect the noted intersection to the existing Cedarland Viva Station Westbound Platform, to the satisfaction of Director of Engineering and York Region. The Owner further acknowledges that upon execution of the subdivision agreement to construct the noted intersection and sidewalk connection, at the Owner's sole cost, to the satisfaction of the Director of Engineering and York Region.
- 2.4. The Owner acknowledges and agrees that prior to the execution of the subdivision agreement, to provide a detailed phasing assessment to confirm the timing for the

implementation of traffic control signals at the intersection of Clegg Road and Courtyard Lane to the satisfaction of Director of Engineering. Furthermore, should it be determined that traffic control signals are required as part of any phase of the development, the Owner agrees to design and construct the traffic control signals at the intersection of Clegg Road and Courtyard Lane, at the Owner's sole cost, to the satisfaction of Director of Engineering.

- 2.5. The Owner shall covenant and agree in the subdivision agreement that Block 2 be placed under an "H" Holding Provision until IBM Road and the South Town Centre Boulevard extension to IBM Road (the STCB Extension) are conveyed to the City and an updated Transportation Impact Study is completed that documents the assessment of the appropriate number of units that can be supported while the IBM flyover remains private, to the satisfaction of the Director of Engineering.
- 2.6. The Owner shall covenant and agree in the subdivision agreement that IBM Road and the STCB Extensions shall be conveyed to the City or alternative access arrangement for the development made, to the satisfaction of the City.
- 2.7. The Owner acknowledges and agrees to the following in the subdivision agreement in the event that IBM Road and the STCB Extension are not conveyed to the City as part of the development on Block 1:
 - a) The Owner shall design and construct Street A from Cedarland Drive to just north of IBM Road to the City's standards. Street A shall remain as a private road until such time IBM Road and the STCB extension are conveyed to the City, by which time Street A will be extended and connected to IBM Road.
 - b) The Owner shall implement the noted intersection improvements to Street A/Cedarland Drive intersection including traffic control signals and pedestrian connections as part of the development of Block 1.
 - c) The Owner shall obtain an easement agreement with the adjacent property for the proposed access to the STCB Extension.
 - d) The Owner shall implement the signalization of the intersection of Clegg Road and Courtyard Lane should the above-noted Phasing assessment confirm the need for signalization as part of the development of Block 1.
 - e) IBM Road and the STCB Extension shall be conveyed to the City, prior to approval of site plan application of Block 2.
 - f) The Owner acknowledges and agrees in the subdivision agreement that Block 4 (Street A) shall be conveyed to the City as part of site plan application of Block 2. The Owner further acknowledges and agrees, prior to the approval of site plan application of Block 2, to design Street A to the satisfaction of the Director of Engineering. The Owner also acknowledges and agrees to construct

Street A upon the execution of the site plan agreement of Block 2 to the satisfaction of the Director of Engineering.

3. Municipal Services - Development Engineering

- 3.1. The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. The Owner acknowledges that the existing sanitary downstream system can't accommodate the proposed development. As such, the Owner acknowledges and agrees to the following provisions:
 - i. The Owner shall prepare and submit a sanitary capacity analysis to determine what is required to provide sanitary services for the development of the lands without causing adverse impacts in the sanitary sewer system;
 - ii. The Owner shall identify the recommendations and the necessary works to mitigate any impacts identified in the sanitary capacity analysis; and,
 - iii. The Owner shall agree in the subdivision agreement to design, construct and secure the provision of, sanitary service infrastructure improvements identified by the above-noted sanitary capacity analysis related to the development of the lands.
- 3.6. The Owner acknowledges that the existing 1650mm diameter storm sewer from South Town Centre Boulevard to the existing head wall at the Rouge River outlet will need to be upsized including the headwall to accommodate the proposed development. As such, the Owner acknowledges and agrees to the following provisions:

- i. The Owner shall prepare a storm sewer design analysis to determine the upgrades required to the existing storm sewer infrastructure.
- ii. The Owner shall identify the recommendations and the necessary works to mitigate any impacts identified in the Storm Sewer Design Analysis; and,
- iii. The Owner shall agree in the subdivision agreement to design, construct and secure the provision of, storm service infrastructure improvements identified by the above-noted storm sewer design analysis related to the development of the lands and to obtain all the required permit approvals from all other applicable external agencies.

4. Lands to be Conveyed to the City/Easements – Development Engineering

- 4.1. 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.
- 4.2. The Owner acknowledges and agrees to make arrangements with IBM to provide servicing and access easement on the private IBM Road from the intersection of Warden Avenue & IBM Road to the intersection of South Town Centre Boulevard and IBM Road for the proposed municipal sewers, watermain and overland flow route on that area for the purposes of public access and drainage at no cost to the City, until the private IBM road is conveyed to the City, all to the satisfaction of the Director of Engineering.

5. Utilities - Development Engineering

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

- 5.4. 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.
 - 5.5. 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.
 - 5.6. 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.
 - 5.7. 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.
6. Environmental Clearance - Environmental Engineering:
- 6.1. 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.
 - 6.2. Prior to the earlier of 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.
 - 6.3. Prior to the earlier of 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.

- 6.4. 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.
- 6.5. The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suits, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 6.6. 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.

7. Streetlight Types - Municipal Engineering

- 7.1. 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.

Urban Design

8. Tree Inventory and Tree Preservation Plans

- 8.1. 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.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

9. Landscape Works (Streetscape Works)

- 9.1. Prior to execution of the subdivision agreement, the Owner shall submit landscape plans 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;
 - b) Provide 1.8 m high privacy wood screen fencing as required;
 - c) Provide noise attenuation fencing as required;
 - d) Provide 1.5m 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 Planning and Urban Design;
 - e) Provide landscaping for all open space, stormwater and walkway blocks;
 - f) Restoration works identified in the Natural Heritage Restoration Plan; and,
 - g) Any other landscaping as determined by the Community Design Plan, Architectural Control Guidelines, Environmental Master Drainage Plan, and the Tree Inventory and Compensation Schedule.
- 9.2. 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.

- 9.3. The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 9.4. The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 9.5. 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.
- 9.6. 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 (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 PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

10. Parkland Dedication

- 10.1. The Owner and the City acknowledge and agrees that parkland dedication is required at a rate as specified in Parkland Dedication By-law 2022-102, as amended.

11. Financial

- 11.1. 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.

Heritage Planning

12. Heritage

- 12.1. 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.
- 12.2. 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.

Fire Services

13. Fire Services

- 13.1. Principal entrances to all buildings shall face a street or road and NOT a busway lane. A dedicated fire access route may be required for some buildings.
- 13.2. 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.
- 13.3. Two separate and remote water supply connections shall be required to ensure adequacy and reliability of the water supply at all times for Fire Services purposes in all subdivisions.
- 13.4. Each high building (measured 84m high between grade and the ceiling level of the top storey) shall be serviced by a minimum of two sources, from two separate public

water mains.

- 13.5. Fire hydrants for all developments shall be spaced at intervals not exceeding 90m.
- 13.6. The Owner shall acknowledge and agree that building permits shall 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.
- 13.7. 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.
- 13.8. The Fire Services has indicated the following accesses into the subdivision shall be made available prior to any construction:
 - FD Access #1 – From Hwy. 7 to Courtyard Lane leading into the Development
 - FD Access #2 – South Town Centre Blvd. to private road (owned by IBM).

External Agencies

14. York Region

Clauses to be Included in the Subdivision Agreement

- 14.1. The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 14.2. The Owner shall agree to advise all potential purchasers of the existing transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 14.3. The Owner shall agree that at the intersection of Cedarland Drive / Courtyard Lane Extension / Site Driveway that westbound left-turn and eastbound right-turn movements will not be permitted.
- 14.4. The Owner shall agree to include in the Condominium agreement the following clause: "Residents acknowledge that the access at Cedarland Drive / Courtyard Lane Extension / Site Driveway will prohibit westbound left-turn and eastbound right-turn movements."
- 14.5. The Owner shall agree to include the following clause in the subsequent Purchase Agreement(s), Condominium Agreement(s), and Declaration of Condominium Agreement(s): "THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT WESTBOUND LEFT-TURNS AND EASTBOUND RIGHT-TURNS WILL BE

RESTRICTED AT THE CEDARLAND DRIVE / COURTYARD LANE
EXTENSION / SITE DRIVEWAY.”

Conditions to be Satisfied Prior to Final Approval

- 14.6. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 14.7. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision, and
 - b) 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.
- 14.8. 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 division and the Infrastructure Asset Management branch for record.
- 14.9. A design for the Cedarland Drive / Courtyard Lane Extension / Site Driveway intersection shall be provided, to the satisfaction of the Region.
- 14.10. The design of the proposed driveway at the Cedarland Drive / Courtyard Lane shall include the provision of a sidewalk in the centre median from the proposed intersection to the centre median bus station.
- 14.11. The Owner shall provide for the implementation of, including required studies, designing and constructing, of the following, to the satisfaction of York Region Transit, as part of the first phase of the development (i.e., westerly parcel):
- a) A pedestrian connection along the existing Cedarland Drive median between the east crosswalk of the Courtyard Lane extension and the north platform of the Cedarland VIVA Bus Rapid Transit Station
- The pedestrian connection shall be constructed at no cost to York Region.
- 14.12. 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.

- 14.13. For any applications (Site Plan or Zoning By-Law Amendment) completed after January 1, 2020 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.
- 14.14. The Regional Corporate Services Department shall advise that Conditions 15.1 to 15.13 inclusive, have been satisfied.
15. Toronto and Region Conservation Authority (TRCA)
 - 15.1. That this draft plan of subdivision shall be subject addressing all of TRCA's conditions of draft plan approval (see TRCA's letter dated November 24, 2022) and may be subject to red-line revision(s) in order to satisfy TRCA's conditions, polices and requirements.
 - 15.2. That prior to the initiation of topsoil stripping, grading, installation of servicing or other site alteration, and prior to the registration of any phases of this Draft Plan of Subdivision, the owner shall submit the following reports and plans prepared to the satisfaction of TRCA and the City of Markham:
 - a) Final, Detailed Engineering Report(s) and Plans that include:
 - i. Delineation of the natural hazard limits (Regulatory flood plain) and their required buffers/setbacks;
 - ii. Confirmation that there will be no development (including construction or site alteration works) within the flood plain with the exception of tree planting or at-grade pedestrian pathways to Warden Avenue and IBM Road (as required). Such works shall maintain existing grades and incorporate pervious surfaces to the greatest extent possible;
 - iii. Confirmation that all openings to the underground structure will be outside of the 10 metre setback to the flood plain and at a minimum, the portions of the underground parking structure within the 10 metre setback to the flood plain will be waterproofed to mitigate potential flood risks;
 - iv. Confirmation that there will be no retaining walls along the flood plain limit;

- v. A description of the storm drainage system (quantity and quality) for the proposed development;
 - vi. Appropriate stormwater management (SWM) practices to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to the natural system (aquatic and terrestrial);
 - vii. Appropriate calculations and SWM techniques to address water quality criteria for the proposed development (including the proposed road) in accordance with all requirements. This will include providing specific water quality measures for runoff from Block 4 (Street) rather than over controlling water quality on the development blocks;
 - viii. Appropriate calculations and SWM techniques to address erosion control storage volumes for the proposed development (including the proposed road) in accordance with all requirements;
 - ix. Low Impact Development (LID) measures to promote infiltration, reduce runoff and maintain water balance for the plan area to achieve SWM requirements;
 - x. Detailed plans and calculations for the proposed lot-level, conveyance, and end-of-pipe controls to be implemented on the site;
 - xi. Detailed grading plans for the subject lands;
 - xii. Detailed plans illustrating the topsoil stripping and any replacement topsoil, including but not limited to, the locations, staging and methodology, to ensure the soils will be appropriate for use in the final approved LID Strategy;
 - xiii. An Erosion and Sediment Control Report and Plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2007, as amended), that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures;
 - xiv. Detailed plans illustrating the location and description of all outlets and other facilities or works which may require permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended;
- b) Final, Detailed Hydrogeological and Dewatering Assessment that addresses temporary and permanent groundwater dewatering needs and demonstrates that dewatering activities will not adversely impact natural features and their functions and/or will incorporate appropriate mitigation measures to ensure

that there will be no negative impacts to natural features and their functions. At a minimum this report will need to include the following supporting information: hydrogeological conditions/monitoring results, proposed temporary and permanent dewatering volumes/rates, zones of influence, disposal/discharge details, potential impacts of all dewatering activities on natural features and their functions, mitigation measures (as required) and permitting requirements. Depending on the results of the assessment, a foundation isolation system may be required to significantly minimize or prevent permanent dewatering.

- 15.3. That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.
- 15.4. That, prior to final registration, the owner pays all applicable review and clearance fees to TRCA, in accordance with TRCA's fee schedule in effect at the time.
- 15.5. That the Owner agrees in the subdivision agreement, in wording acceptable to TRCA:
 - a) to carry out, or cause to be carried out, to the satisfaction of TRCA, the recommendations of all approved reports/strategies and details of the reports/plans referenced in TRCA's conditions of draft plan approval (see TRCA's letter dated November 24, 2022);
 - b) to implement erosion, sediment and topsoil management consistent with the erosion and sediment control and topsoil management plans at all times;
 - c) to install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, until the site has been stabilized, in a manner satisfactory to TRCA;
 - d) to install / provide any required LID measures proposed as part of the overall stormwater management strategy in the approved engineering report;
 - e) to obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA; and
 - f) to comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of TRCA.

- 15.6. That the Owner provides a detailed letter to TRCA indicating how and when each TRCA condition of draft approval has been addressed.
- 15.7. That the Owner provide a copy of the fully executed subdivision agreement to TRCA, when available, in order to expedite the clearance of conditions of draft plan approval.

16. Ministry of the Environment Conservation and Parks (“MECP”)

- 16.1. The Owner shall agree in the Subdivision Agreement to satisfy all requirements of the MECP 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 the MECP in this respect, to the satisfaction of the Commissioner of Development Services.

17. Enbridge Gas Distribution

- 17.1. 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) 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.
 - c) 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.

18. Canada Post

- 18.1. The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:
 - a) Delivery to the proposed subdivision will be centralized – either by Community Mailbox or building-specific centralized mail. As the development progresses, Canada Post will provide specific recommendation in terms of mail delivery.

19. Bell Canada

- 19.1. 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) 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 needed to service the development.
 - d) That 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.
 - e) That if the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

20. External Clearances

- 20.1. 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 xx has been satisfied.
 - b) York Region shall advise that Conditions xx to xx have been satisfied.
 - c) TRCA shall advise that Conditions xx to xx have been satisfied.
 - d) Enbridge Gas Distribution shall advise that Condition xx has been satisfied.
 - e) Canada Post shall advise that Condition xx has been satisfied.
 - f) Bell Canada shall advise that Condition xx has been satisfied.

Dated: XXXXXX

Stephen Lue, Senior Development Manager

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