

DRAFT PLAN CONDITIONS

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-23008 [W GARDEN CORPORATION.] (THE “OWNER”) ARE AS FOLLOWS:

1. General
 - 1.1 Approval shall relate to a draft plan of subdivision prepared by Weston Consulting Group Inc. dated January 17, 2025, with a Surveyor’s Certificate from KRCMAR Surveyors Limited, dated January 16, 2025, last revision dated January 4, 2025, and identified as File No. 7581.
 - 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 March 18, 2028, unless extended by the City upon application by the Owner.
 - 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all conditions of the City and applicable public agencies, financial and otherwise, prior to final approval.
 - 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, 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 Prior to the earlier of the execution of a Pre-Servicing Agreement or Subdivision Agreement within 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 of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
 - 1.6 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required approvals from York Region, the Toronto and Region Conservation Authority (“TRCA”) and any other applicable public agencies to the satisfaction of the Director of Planning and Urban Design and the Director of Engineering or their delegates.
 - 1.7 The Owner shall covenant and agree in the Subdivision Agreement to obtain approval of Site Alteration Plans in accordance with the City’s Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

2. Development Engineering

- 2.1 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, transportation impact assessment studies, functional traffic design studies, 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Owner shall covenant and 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.
- 2.5 The Owner shall covenant and 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.
- 2.6 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, traffic signals, stormwater management facilities or any other services/ facilities that are required external to the 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.

3. Roads

- 3.1 The road allowances within the draft plan shall be named to the satisfaction of the City and Regional Municipality of York ("the Region").
- 3.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.
- 3.3 The Owner shall covenant and agree in the Subdivision Agreement to provide the City with a copy of shared access easement between Blocks 1 and 3; and between Blocks 2 and 4 to the satisfaction of Director of Engineering.

- 3.4 In the event that Block 6, PLAN 65M-4289 is dedicated as public highway, and the Director of Engineering determines, in their sole discretion, that the existing turning circle at the west end of Aldergrove Drive is no longer required, the Owner shall remove the existing turning circle at their own cost and restore the street to its normal condition to the satisfaction of Director of Engineering.
- 3.5 The Owner shall construct a temporary turning circle at the North end of Street "B" (the "Turning Circle") to the satisfaction of the Director of Engineering, all at its own expense, in accordance with the approved engineering drawings. The Owner shall provide security for these obligations as part of the Subdivision Agreement. The Owner shall provide a temporary easement to the City over the Turning Circle lands for the purposes of public access to the Turning Circle, at no cost to the City, to the satisfaction of the City Solicitor and Director of Engineering. The temporary Turing Circle will be removed and the temporary easement will be released upon extension of the road (by others), to the satisfaction of the Director of Engineering.
- 3.6 The Owner shall covenant and agree to design and construct a temporary secondary emergency access following the Victory Avenue alignment and in accordance with City requirements standards and specifications to the satisfaction of the Director of Engineering and Fire Chief. The temporary fire access will be removed upon extension of Street "B" (by others), to the satisfaction of the Director of Engineering.
- 3.7 The Owner shall be responsible for maintaining the Victory Avenue emergency access until the start of acceptance for the maintenance period for Street "B".
- 3.8 The Owner covenants and agrees to indemnify and hold harmless the City, its elected officials, Councillors, employees, contractors, agents and any other persons for whom the City may be responsible in law (the "Indemnified Persons"), from and against any and all direct or indirect damages, losses or expenses, punitive damages, loss of profits, consequential damages, incidental damages, and special damages arising in relation to death, injury or damage to property including without limitation, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and legal fees and expenses of investigation ("Losses") incurred by the Indemnified Persons, as a result of, or in relation to any matter arising from the approval, use, construction, maintenance and/or removal or lack of maintenance or removal as the case may be, of the Turning Circle and Victory Avenue temporary secondary emergency access, until such time as the Turning Circle and emergency access has been removed and Street 'B' is further extended to the north.
- 3.9 The Owner hereby absolutely and unconditionally releases the Indemnified Persons from any and all claims, suits, liability or responsibility for any Losses which may now or at any time hereafter in future be incurred or sustained directly or indirectly by the Owner as a result of, or in connection with the approval, use, construction, maintenance and/or removal or lack thereof as the case may be, of the Turning Circle and Victory Avenue temporary secondary emergency access, until such time as the Turning Circle and emergency access has been removed and Street 'B' is further extended to the north.

4. Stormwater Management

- 4.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the City. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 4.2 The Owner agrees that overland flow to the existing wetland is subject to TRCA approval. The Owner further agrees to obtain all applicable permits and approvals from relevant agencies relating to the discharge to the wetland.
- 4.3 The Owner agrees to provide quantity and quality controls for any post-development flow discharged to the wetland to ensure there are no adverse impacts.

5. Environmental Clearance

- 5.1 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 (January 2024).
- 5.2 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.
- 5.3 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 and Reliance Letter 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.
- 5.4 The Owner shall covenant and agree in the Subdivision Agreement 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.

5.5 The Owner shall covenant and 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 the Agreement.

5.6 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.

6. Streetlighting

6.1 The Owner shall covenant and 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.

7. Recoveries to the Upfronting Developers

7.1 Prior to final registration of the Plan of Subdivision, the Owner shall submit a Letter of Release from the Up-fronting Developers in a form satisfactory to the City Solicitor confirming that the Owner has satisfied all the Best Effort Recoveries to these Up-fronting Developers for the up-fronted costs of the municipal infrastructures.

8. Landowner's Group Clearance

8.1 Prior to final registration of the Plan of Subdivision or any phases thereof, the Owner shall provide the City with a letter from the Trustee representing Landowners Group, confirming that the Owner has satisfied its cost sharing obligations for the development and are in good standing, to the satisfaction of the City Solicitor or their delegate.

9. Municipal Services

9.1 The Owner shall covenant and agree in the Subdivision Agreement to design and construct all municipal services in accordance with City standards and specifications.

9.2 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.

9.3 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.

9.4 The Owner shall covenant and 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 strategies recommended in the previously accepted functional servicing and stormwater management reports.

10. Easements

10.1 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.

10.2 The Owner shall covenant and agree in the Subdivision Agreement to convey Block 7 (Multi-Use Path) to the City, free of all costs and encumbrances, to the satisfaction of the City upon registration of the Plan of Subdivision.

10.3 The Owner shall covenant and agree in the Subdivision Agreement to convey Block 6 (Road Widening) to the City, free of all costs and encumbrances, to the satisfaction of the City upon registration of Plan of Subdivision.

10.4 The Owner shall covenant and agree in the Subdivision Agreement to convey Block 8 (Public Road) to the City, free of all costs and encumbrances, to the satisfaction of the City upon registration of the plan of subdivision.

11. Utilities

11.1 The Owner shall covenant and agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.

11.2 The Owner shall covenant and agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.

11.3 The Owner shall covenant 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.

- 11.4 The Owner shall covenant and agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 11.5 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.
- 11.6 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.
- 11.7 The Owner shall covenant and agree in the Subdivision Agreement 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.

12. Landscape Architect Requirement

- 12.1 The Owner shall retain a Landscape Architect to:
 - a) Prepare and administer detailed landscape plans for parks, open space blocks, stormwater management facilities, streetscape, fencing and other urban design and landscaping features, in accordance with the City's standards and specifications, design criteria, design standards, specifications and procedures;
 - b) Perform all aspects of contract administration and ensure compliance with the City approved landscape plans for this Subdivision;
 - c) Review the selection of contractors as well as prepare addenda, change orders, progress draws, inspection reports or other correspondence relating to the administration of the contract for landscape, parks and urban design construction. Where the above items relate to parks, the Landscape Architect shall obtain the

written approval of the Commissioner of Development Services prior to the commencement of any park related works;

- d) Inspect landscape construction and provide project control to ensure compliance with this Agreement and the approved Urban Design and landscape plans;
- e) Certify that all required landscape works have been substantially completed according to the approved landscape plans;
- f) Provide "as built" drawings to the City for all landscape works; and

13. Tree Preservation

- 13.1 Owner shall submit for approval a tree assessment and tree preservation plan as prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or an I.S.A certified Arborist, 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.
- 13.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Site Alteration Permit (SALT).
- 13.3 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.
- 13.4 The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 13.5 The Owner shall ensure the preservation of all trees identified for protection in the approved tree preservation plan, until Assumption of Subdivision, including trees located on lands which have been conveyed to the City or any other person or entity, in compliance with the City's "Streetscape Manual", as amended from time to time.

14. Vacant Lands

- 14.1 The Owner shall rough grade, topsoil, seed, maintain and install a post and wire fence around all parcels that are expected to be vacant for six (6) months following the registration of this Agreement, to the satisfaction of the Director of Planning and Urban Design and the Owner shall:
 - a) Cut the herbaceous vegetation a minimum of three times per year;
 - b) Remove the post and wire fence when requested by the Director of Planning and Urban Design in writing to do so;

- c) Not store or allow the storage of any materials, including topsoil and construction materials, on any such parcel without the written approval of the Director of Planning and Urban Design; and
- d) In respect of lands conveyed or to be conveyed for park purposes, grade 300mm below engineered final grade.

15. Community Design

- 15.1 The Owner shall retain a design consultant to prepare Architectural Control Guidelines to be submitted to the City's Director of Planning and Urban Design for approval prior to execution of the Subdivision Agreement.
- 15.2 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird-Friendly Guidelines.
- 15.3 The Architectural Control Guidelines shall include provisions of screening any utility boxes/meters, transformers or related utility fixtures along public street frontages and/or private laneways with landscaping elements.
- 15.4 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 15.5 Plans submitted for model home permits for any building within the Draft Plan of Subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 15.6 The Owner shall ensure that the design architect for any buildings within this Draft Plan of Subdivision shall not also assume the role of control architect for this Draft Plan of Subdivision.
- 15.7 The Owner acknowledges and agrees to submit townhouse siting applications for all townhouse blocks in accordance with Section 4 (j) of the City Site Plan Control By-Law 262-94, as amended, to the satisfaction of the City's Director of Planning and Urban Design.

16. Parks and Open Space

- 16.1 Prior to issuance of any building permits, the Landowner shall be responsible for payment in lieu of conveyance of parkland for the proposed development to the City, to the satisfaction of the Director of Planning and Urban Design, pursuant to s.42 of the *Planning Act* and according to the City of Markham's Parkland Dedication By-law-2022-102 or any successor thereof.

- 16.2 Upon approval of a site plan and prior to issuance of the first building permit, the Landowner shall provide a satisfactory narrative appraisal report prepared for the City of Markham for the purposes of calculating the amount for payment in lieu of conveyance of parkland pursuant to s.42 of the Planning Act. The value of the development land shall be determined as of the day before the day the first building permit is issued. The narrative Appraisal report shall be prepared by a qualified appraiser who is a member in good standing of the Appraisal Institute of Canada and the appraisal shall be subject to review and approval of the Director of Planning and Urban Design or their designate. An appraisal is valid for six months from its effective date and we recommend providing the appraisal at least two months prior to submitting the first building permit application to avoid any delays in issuance of a building permit.
- 16.3 Notwithstanding the foregoing, if the narrative appraisal provided by the applicant is not satisfactory to the Director of Planning and Urban Design or their designate. The City acting reasonably reserves the right to obtain an independent narrative appraisal for the purposes of calculating the amount for payment in lieu of conveyance of parkland.
- 16.4 Prior to final registration of the Draft Plan, the Owner shall provide confirmation from the Trustee representing the Milliken Main Street Landowner's group providing confirmation of a Master Parkland Agreement has been secured.

17. Landscape Works

- 17.1 Prior to final Site Plan Approval, the Owner shall submit landscape plans and streetscape plans prepared by a qualified landscape architect to the satisfaction of the City's Director of Planning and Urban Design, and including the following, as applicable or required:
- a) Streetscape plans and street tree planting for all public streets are in accordance with the City Streetscape Manual dated June 2009;
 - b) A specialized depth of topsoil (900mm) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City Streetscape Manual dated June 2009;
 - c) For all corner lots provide privacy wood screen corner lot fencing, as required;
 - d) Noise attenuation fencing as required;
 - e) For all lots backing or flanking onto an Open Space Block, Greenway Block, Park Block, or SWM Block, a 1.5m high galvanized steel chain-link fence (footing and fencing) shall be placed on the public property, as determined appropriate by the City's Director Planning and Urban Design;
 - f) For areas where a galvanized steel chain link fence meets a privacy or acoustic fence, the galvanized steel chain link fence shall overlap the abutting privacy or acoustic fence by 0.5 m and provide a separate footing to deter entrance to the Open Space Block, Greenway Block, Park Block, or SWM Block and minimize conflicts with the privacy or acoustic fence foundation, as determined appropriate by the City's Director Planning and Urban Design;

- g) For all lots flanking onto mid-block walkway connection blocks and servicing blocks, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence. The building shall be setback at a minimum of 2.4 m from the property line, as determined appropriate by the City's Director Planning and Urban Design;
 - h) For all lots flanking onto a snow storage area or utility notch, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on the private property. The building shall be setback at a minimum of 2.4 m from the property line, as determined appropriate by the City's Director Planning and Urban Design;
 - i) For all lots backing or flanking onto a Park Block, a 1.5-metre-high black vinyl chain link fence (footing and fencing) shall be placed on private property and be aligned with privacy or acoustic fence.
 - j) For all lots backing or flanking onto school blocks, a 1.8m high black vinyl chain link fence (footing and fencing) shall be placed on the school property and be aligned with the privacy or acoustic fence, as determined appropriate by the City's Director Planning and Urban Design;
 - k) For all Open Space, Stormwater Management Pond, and Walkway Blocks provide landscaping;
 - l) The proposed townhouse blocks shall not exceed eight (8) contiguous units or 45.0 metres in length, and a minimum 3.0 metre wide break with a 1.5 metre paved walkway shall be proposed between each townhouse block;
 - m) For all lane-based townhouse, corner lots, and gateway lots as identified in the Architectural Control Guidelines, provide a front yard landscaping plan with low maintenance planting species in order to reduce need for front yard lawn mowing and achieve the minimum landscape coverage for each lot; and
 - n) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule;
 - o) For all yards adjacent to minor and major collector roads, provide front yard tree planting in soil trenches;
 - p) For all rear yards adjacent to surrounding existing residential lots, provide rear yard tree planting in soil trenches;
 - q) For all traffic islands and roundabouts, provide low maintenance landscaping.
- 17.2 The Owner shall construct all landscape works including trail related works in accordance with the approved plans at no cost to the City.
- 17.3 The Owner shall not make any changes or substitutions to the approved Landscape and Streetscape Plans without the written approval of the City's Director of Planning and Urban Design.
- 17.4 The prescribed works shall be guaranteed for two (2) years from the date of the City's acceptance of the Landscape Architect's certificate of substantial completion.

- 17.5 The Owner shall maintain all boulevards within the draft plan of subdivision until accepted for maintenance by the City.
- 17.6 The Owner covenant and agrees to include the following 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 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)

FENCING AS REQUIRED BY THE CITY

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 SCHOOLS, PARKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS

BUFFER PLANTING AND LANDSCAPING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES

SUBDIVISION ENTRY FEATURE AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY

FRONT YARD LANDSCAPING FOR CERTAIN LANE BASED TOWNHOUSE UNITS

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

18 Financial

- 18.1 Prior to execution of the Subdivision Agreement, the Owner shall provide a Letter of Credit, in an amount to be determined by the City’s Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, tree compensation, fencing, streetscape, buffer, ecological restoration landscape works, the dedication requirement, and other landscaping requirements applicable to the subject phase.

19. Heritage

- 19.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Director of Planning and Urban Design) and the Ministry of Tourism, Culture and Sport. 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 of Tourism, Culture and Sport to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 19.2 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.
- 19.3 The Owner covenants and agrees to retain the Heritage Building (Alexander McPherson House), known municipally as 31 Victory Avenue, and relocate the Heritage Building to Block 1 on the Draft Plan of Subdivision (August 2024) and further shown on Site Plan A1.1 Revision 12 (December 7, 2023) prepared by Z. Square Consulting Inc).
- 19.4 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
 - b) To undertaking the following to prevent vandalism and deterioration:
 - i) secure and protect the Heritage 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;
 - ii) 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
 - iii) install a 8 foot 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.
- 19.5 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 amended designation by-law and Heritage Easement Agreement on the created/proposed lot;
 - 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 amendment of the existing designation by-law currently protecting the property under Part IV of the *Ontario Heritage Act*. The amended by-

law shall reflect the current manner in which these by-laws are written (statement of cultural heritage value and a description of heritage attributes to be protected - interior and exterior) plus any necessary revisions to the legal description;

- d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building during and after relocation 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:
 - i) 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);
 - ii) the building has been connected to municipal services;
 - iii) the exterior restoration of the Heritage Building is complete;
 - iv) the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - v) all other heritage requirements of the Subdivision Agreement have been completed.
- e) The Owner shall obtain a Heritage Permit from the City for the relocation of the Heritage Building, containing details on the drawings such as driveway location, a landscape plan, garage and any other accessory buildings, and a Conservation Plan with detailed elevations outlining the proposed restoration and any additions and alterations to be carried out on the Heritage Building. The Conservation Plan for the Heritage Building is to be prepared by a qualified professional with demonstrated experience in heritage restoration projects to be reviewed and approved by the City (Heritage Section).

19.6 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 secured through a \$250,000 Letter of Credit (as noted in clause 20.5(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 height of the first floor of the Heritage Building above grade after relocation onto its new foundation is generally reflective of the first floor height prior to

relocation;

- d) to ensure that the final proposed grading on the lots adjacent to the Heritage Building is consistent with the existing historic grading of the Heritage Building lot; and
- e) to ensure that the historic front of the Heritage Building (north elevation) retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing.

19.7 The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement a marketing plan which details the ways and means the Heritage Building will be marketed to prospective purchasers;

19.8 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 the 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 house/property. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section); and

- b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building:

“Purchasers are advised that the existing building on 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 exterior of the existing dwelling and certain interior features as detailed in the designation by-law shall be subject to review and approval of plans by the City.”

19.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 19.1 to 19.9, inclusive, have been satisfied.

20. Other City Requirements

20.1 The Owner shall acknowledge and agree that 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 Chief or their designate.

20.2 The Owner shall acknowledge and agree that fire hydrants shall be spaced at intervals not exceeding 90 metres.

20.3 The Owner shall acknowledge and agree in the Subdivision Agreement 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 Chief or their designate that there is an adequate

water supply for firefighting operations and two separate, remote and unobstructed accesses are available.

- 20.4 The Owner shall acknowledge and agree that the two full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two 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.
- 20.5 The Owner shall acknowledge and agree in the Subdivision Agreement that gates, barriers, bollards or any other type of obstruction are not permitted at the access into the Subdivision approved by Fire Services The access shall remain unobstructed at all times.
- 20.6 Fire services has identified the following accesses into the Subdivision:
- a) Aldergrove Drive (via Old Kennedy Road) to Street 'B', and
 - b) Victory Avenue (via Old Kennedy Road) to Street 'B'.

21. York Region

- 21.1 The Owner covenants and agrees in the Subdivision Agreement that:
- a) 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; and
 - b) The Owner shall agree to advise all potential purchasers of the existing transit services in this development. The Owner/consultant is to contact YRT Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 21.2 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 21.3 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) 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, or any phase thereof.
 - b) A copy of an email confirmation by the City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for any regional clearance of this condition.
- 21.4 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to Development Services and the

Infrastructure Asset Management for record.

- 21.5 The Owner shall in agree in a Letter of Approval to implement the recommendations provided in the TDM Letter, to the satisfaction of the Region.
- 21.6 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.
- 21.7 For any applications (Site Plan or Zoning By-law Amendment) deemed complete 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.
- 21.8 The Regional Corporate Services Department shall advise that Conditions 21.1 to 21.7 inclusive, have been satisfied.
22. Toronto and Region Conservation Authority
- 22.1 That the final Plan shall be in general conformity with the draft plan prepared by Weston Consulting, dated January 17, 2025, prior to a request for clearance of any phase of this plan, to:
- a) Include appropriate blocks that are to be conveyed to the Municipality or TRCA as appropriate to the satisfaction of the City of Markham and TRCA.
 - b) Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Markham and TRCA as a result of the completion of required studies.
 - c) Should the above not be adequately addressed in the Plan, red-line revision will be required to the satisfaction of the TRCA, to address TRCA's requirements with respect to these conditions.
- 22.2 Prior to registration of the Plan of Subdivision, provide an M-Plan showing the adjusted block lines, additional blocks, and any other required revisions to the satisfaction of the City of Markham and the TRCA.

22.3 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the owners or their agents submit the following plans and reports to the satisfaction of the Toronto and Region Conservation Authority:

- a) A final consolidated, detailed stormwater management report in accordance with TRCA's stormwater management guidelines. The report must indicate in detail how it will comply with the Functional Servicing and Stormwater Management Report, prepared by Masongsong Associates Engineering Limited, dated August 2024, and all master servicing plans (i.e., Master Environmental Servicing Plan or Detailed Subwatershed Study) to achieve the applicable TRCA requirements and stormwater management criteria (i.e., quantity, quality, erosion control, and water balance). This report shall include, but is not limited to:
 - i) Plans illustrating the existing drainage systems internal and external to the site, and how the proposed drainage plan will tie into surrounding drainage systems. Plans which demonstrate the proposed stormwater management techniques which are required to control minor or major flows.
 - ii) Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater in accordance with TRCA's current Stormwater Management Guidelines.
 - iii) The existing site drainage patterns should be maintained, to the greatest extent possible. The existing drainage contributions from the site, as outlined in the Wetland Water Balance Risk Assessment to impacted wetlands must be identified, and the existing hydrologic function of any impacted wetlands must be identified and maintained to the greatest extent feasible, consistent with TRCA's guidelines.
 - iv) Proposed methods for controlling or minimizing erosion and siltation onsite and/or in downstream areas during and after construction, in accordance with the TRCA's Erosion and Sediment Control (ESC) guidelines. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
 - v) Detailed plans and mapping indicating location, orientation, size and description of all stormwater management features, including outlet structures, all other proposed servicing facilities (i.e., lot level LIDs, pumping stations, access roads), grading, site alterations, development, infrastructure and watercourse alterations, which are required to service or facilitate the development of the subject lands, which may require a permit from the TRCA pursuant to the Conservation Authorities Act and its Regulation.
 - vi) Measures for minimizing and mitigating erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA.
 - vii) Design of flow dispersal measures associated with the stormwater management outlets to reduce potential erosion and maximize potential infiltration, and the

integration of a naturalized outlet channel and/or wetland, where applicable, to the satisfaction of the TRCA.

- viii) Stormwater Management facility and outlet design details. Design requirements shall conform to the requirements outlined in the Ministry of Environment, Conservation and Parks (MECP) guidelines, TRCA's Stormwater Management Criteria Document, and TRCA's LID Stormwater Management Planning and Design Guide, and all applicable municipal design standards.
- b) Detailed grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to valley and stream corridor blocks (if applicable). All modifications to existing slopes must result in geotechnically-stable slopes to the satisfaction of the TRCA.
- c) Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will not encroach, or be placed on lands outside of the development areas. These plans must also identify no grading works and fill placement within the valley corridor (if applicable), beyond those approved by the TRCA.
- d) A final groundwater constraint assessment that will examine existing groundwater levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. If impacts to groundwater levels are anticipated, the report must identify any potential impacts to TRCA regulated surface water receivers and their inherent hazards must be assessed and any potential impacts mitigated, to the satisfaction of the TRCA.
- e) Information detailing all anticipated temporary dewatering that may be required during the construction phases, including anticipated volumes, duration, discharge locations, and filtration media – as required, to the satisfaction of the TRCA, for the purposes of confirming whether erosion is anticipated and whether a TRCA permit is required.
- f) A Final Overall Site-Level Water Balance Report that will identify measures that will be implemented during and pre and post-development that:
 - i) Mimic the pre-development surface and groundwater balance for the overall site to the greatest extent achievable;
 - ii) Demonstrate how post-development conditions will retain a minimum of the first 5mm of rainfall over the entire site to the satisfaction of the TRCA;
 - iii) Mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
 - iv) Maintain baseflow contributions at pre-development levels, duration, and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff.

22.4 That prior to any development, pre-servicing or site alteration, the applicant obtains all permits from the TRCA pursuant to the *Conservation Authorities Act*, for all works proposed on the subject property for which permits would be required.

22.5 That the size and location of Stormwater Management Blocks (if applicable) and LID measures, including any outlets and outfalls and any stormwater management infrastructure utilized for quantity control, be confirmed to the satisfaction of the TRCA.

And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks or modify their size or configuration into the surrounding lands within this subdivision which are currently proposed for development.

22.6 That the owner covenants and agrees in the subdivision agreement, in wording acceptable to the TRCA:

- a) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions.
- b) To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
- c) To design and implement on-site erosion and sediment controls in accordance with current TRCA standards.
- d) To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
- e) To obtain all necessary permits pursuant to the *Conservation Authorities Act* from the TRCA.
- f) To erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting natural areas and their buffers (if gratuitously dedicated to the TRCA).
- g) To implement all water balance/infiltration measures identified in the submitted studies that have or are to be completed for the subject property.
- h) Implement all adaptive management and mitigation measures identified in the submitted design reports that have or are to be completed for the subject property.
- i) To provide for the warning clauses and information identified in TRCA's conditions.
- j) That where required to satisfy TRCA's conditions, development shall be phased within this plan.
- k) That prior to a request for renewal of draft approval of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and

that the owner update any studies and plans, as required, to reflect current day requirements.

23. York Region District School Board ("YDSB")

23.1 That prior to the final approval registration of the plan of subdivision, the owner shall have made an Agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site within 10 years of the registration. The public elementary school site, "Block 5", shall contain not less than 0.852 hectares and be free and clear of all encumbrances including but not limited to natural features.

23.2 That the Owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:

- a) to grade the school site(s) and in doing so compact, fill with clean material; replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- b) to remove any buildings on the school site;
- c) to remove trees, as required to accommodate school layout;
- d) to provide a letter of credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
- e) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- f) to construct a black vinyl coated chain link fence, Type II 1 ½ " mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
- g) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
- h) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
- i) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required;

- j) to provide the foregoing at no cost to the Board;
 - k) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
- 23.3 That the Owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
- a) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and,
 - b) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- 23.4 That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition 24.3(b) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- 23.5 That prior to final approval, the Owner shall submit to the School Board an Environmental Impact Study for the school block (if required), an initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the *City of Markham* which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
- 23.6 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- 23.7 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.
- 23.8 That the Subdivision Agreement includes warning clauses advising the City of Markham, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.
- 23.9 That the York Region District School Board shall advise that conditions 23.1 to 23.8 inclusive have been met to its satisfaction. The clearance letter shall include a brief statement detailing how each condition has been satisfied or carried out.
- 24 . Ministry of Environment, Conservation and Parks (“MECP”)

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

25. Enbridge Gas Distribution

25.1 The applicant shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for 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.

25.2 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 phase construction, all costs are the responsibility of the applicant.

25.3 Easement(s) are required to service this development and any future adjacent developments. The applicant will provide all easement(s) to Enbridge Gas Distribution at no cost.

25.4 In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea30@enbridge.com.

25.5 The applicant will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

26. Canada Post

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

- a) The Owner/ developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- b) The Owner/ developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
- c) The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.

- d) The Owner/ developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - i) a concrete pad to place the Community Mailboxes on;
 - ii) any required walkway across the boulevard; and
 - iii) any required curb depressions for wheelchair access.

- 26.2 The Owner/developer agrees to determine and provide a suitable temporary Community Mailbox(s) 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.
- 26.3 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.

- 27. Bell
- 27.1 The Owner covenants and agrees in the Subdivision Agreement 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. The Owner further 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.

- 28. Rogers
- 28.1 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 provide joint trenches for such purpose.
- 28.2 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.
- 28.3 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.
- 28.4 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.

29. External Clearances

- 29.1 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 York Region Planning Department shall advise that Conditions 21.1 – 21.8 have been satisfied.
 - b) The TRCA shall advise that Conditions 22.1 – 22.6 have been satisfied.
 - c) The YDSB shall advise that Conditions 23.1 - 23.9 have been satisfied.
 - d) The MECP shall advise that Condition 24.1 has been satisfied.
 - e) Enbridge Gas Distribution shall advise that Conditions 25.1 to 25.5 have been satisfied.
 - f) Canada Post shall advise that Conditions 26.1 - 26.3 have been satisfied.
 - g) Bell Canada shall advise that Condition 27.1 has been satisfied.
 - h) Rogers shall advise that Conditions 298.1 – 28.4 have been satisfied.

Dated: MONTH, DAY, 2025
Stephen Lue, Senior Development Manager