

APPENDIX 'A'

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-22011 [Camcos Living Inc.] (THE "OWNER") ARE AS FOLLOWS:

1. **General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by the Biglieri Group, dated September 27, 2024, with a Surveyor's Certificate from Schaeffer Dzaldov Bennett Ltd., dated October 2, 2024, and identified as Drawing No. DP-01.
- 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 MONTH, DATE, 2028, 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 Prior to the earlier of the execution of a Pre-Servicing 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, photometric studies, detailed design drawings, noise studies, 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.
- 1.5 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft plan of subdivision, including but not limited to, traffic studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, photometric studies, detailed design drawings, noise studies, etc., to the satisfaction of the City of Markham, and at no cost to the City.

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.

- 1.6 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 of Markham.

- 1.7 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.
- 1.8 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.
- 1.9 The Owner covenants and agrees to enter into a Construction Agreement and/or Encroachment Agreement or any other agreement deemed necessary to permit the 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 or their designate(s).
- 1.10 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required clearances from York Region and any other applicable agencies to the satisfaction of the Director of Planning and Urban Design and the Director of Engineering or their designate(s).

2. Roads - Transportation Engineering/Development Engineering

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and York Region (the "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 As the adjacent subdivision to the north has not yet been constructed and assumed, the Owner shall covenant and agree in the Subdivision Agreement to obtain an easement and/or permission to enter from Regency Property Inc. for any engineering work required within their lands, to the satisfaction of the Director of Engineering or their designate.
- 2.4 The Owner shall acknowledge and agree that Block 3 on the Draft Plan constitutes the south half of a turning circle on a future municipal road (the "South Portion"), and that the north half of the turning circle on the said future municipal road is within the lands to the north (the "North Portion") and that east-west portion of the said future municipal road is within the right-of-way of McCowan Road (the "East-West Portion"). The "North Portion", "South Portion" and "East-West Portion" together forms the said future municipal road (formerly known as Street B). The Owner shall co-ordinate with the landowner to the north (the "North

Lands”) to provide a draft R-plan to describe the “North Portion”, to the satisfaction of the Director of Engineering or their designate.

- 2.5 The Owner shall provide a draft R-plan to describe the “East-West Portion” of the future municipal road (formerly known as Street B), to the satisfaction of the Regional Municipality of York and the Director of Engineering.
- 2.6 The Owner shall coordinate with the landowner of the North Lands to design the future municipal road (formerly known as Street B), including the North Portion, to the satisfaction of the Director of Engineering or their designate.
- 2.7 The Owner shall coordinate with the City and the Region to prepare all the documents and convey to the City, free of costs and encumbrances, the “East-West Portion” of the future municipal road (formerly known as Street B) to the City, to the satisfaction of the Region and the Director of Engineering or their designate.
- 2.8 The Owner shall agree in the Subdivision Agreement to coordinate with the landowner of the North Lands to prepare all the documents and convey to the City, free of costs and encumbrances all lands required for the “North Portion” of the future municipal road (formerly known as Street B), to the satisfaction of the Director of Engineering or their designate.
- 2.9 The Owner shall coordinate with the landowner of the North Lands to design the future municipal road (formerly known as Street B), including the North Portion, to the satisfaction of the Director of Engineering or their designate.
- 2.10 The Owner shall provide a copy of the private cost sharing agreement for the future municipal road (formerly known as Street B) and its intersection at McCowan Road including traffic control signals, to the satisfaction of the Director of Engineering or their designate.
- 2.11 The Owner shall agree in the Subdivision Agreement to coordinate with the landowner of the North Lands to holistically construct the future municipal road (formerly known as Street B) to the satisfaction of the Director of Engineering or their designate.
- 2.12 The Owner agrees to implement the TDM Plan recommendations and provisions to be outlined in the Transportation Mobility Plan to the satisfaction of the Director of Engineering or their designate. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the recommendations in the Transportation Study.

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 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 or their designate 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.
- 3.5 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering or their designate. The Owner further agrees to do the sewer video inspection:
- a) Prior to the connection being made;
 - b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering or their designate; and,
 - c) Upon all roads, parking lots, and driveways in the Owner's subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and cleaning the existing downstream sewers to the satisfaction of the Director of Engineering or their designate.

- 3.6 The Owner acknowledges that the existing downstream municipal sanitary system along Edgecombe Court and Canning Court is required to be upgraded and reconstructed to accommodate the development (the "Sanitary Upgrades and Reconstruction"). As such, the Owner acknowledges and agrees to the following provisions:
- a) The Owner shall prepare and submit a sanitary capacity analysis to determine what downstream upgrades are required to provide, to service the development of the lands without causing adverse impacts in the sanitary sewer system;
 - b) The Owner shall identify the recommendations and the necessary works

to mitigate any impacts identified in the sanitary capacity analysis;

- c) 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;
- d) The Owner shall provide a construction plan detailing means and methods of construction to fully assess the cost required for securities; and,
- e) The Owner shall provide adequate sewer by-pass solutions, which may require the construction of temporary sewers to maintain the services to the existing lots on Edgecombe Court and Canning Court during the reconstruction of the new sewers.

3.7 The Owner shall provide a copy of the private cost sharing agreement for the Sanitary Upgrades and Reconstruction, to the satisfaction of the Director of Engineering or their designate.

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 draft 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.

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 Alectra Utilities, 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 Owner will further be responsible for notifying the purchasers of the exact Community Mailbox location(s) prior to the closing of any home sale.

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 location(s). This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

- 5.5 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.
- 5.6 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 (2024).
- 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 an 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.

- 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 (MECP).
- 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, councillors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft plan of subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft plan of subdivision and the execution of this Agreement.
- 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 MECP for the lands to be conveyed to the City.

7. Groundwater Dewatering - Environmental Engineering

- 7.1 If temporary discharge into City's sewers is required, the Owner agrees to submit a dewatering application, which includes the location(s) of discharge, the expected dewatering discharge rate and discharge quality. The Owner agrees to pay all applicable fees to the City for review and approval. A water treatment plan shall be included with the application to address any exceedances (TSS and manganese, etc.), and to ensure compliance with the City's By-law 2014-71 discharge criteria. A permit for temporary discharge into the City's sewer will be issued by the City once the application is prepared to the satisfaction of the City.

8. Streetlight Types - Municipal Engineering

- 8.1 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.

9. Services within Regional Road – Development Engineering

- 9.1 The Owner acknowledges that the proposed storm sewers in the McCowan Road right-of-way are subject to the approval of the Region (the “Region Works”). Prior to execution of the Pre-Servicing Agreement or Subdivision Agreement, whichever is earlier, the Owner shall obtain approval from the Region for works within the Region right-of-way. In the event, the Region does not permit the installation of the Region Works within the McCowan Road right-of-way, the Owner shall revise the draft plan, if required, to provide alternate locations for the Region Works including providing servicing blocks, if required, to the City, to the satisfaction of the Director of Engineering or their designate.

10. Recoveries – Development Engineering

- 10.1 Upon execution of the Subdivision Agreement, the Owner shall provide the Director of Engineering or their designate with a letter of release from the trustees from H&R Developments, Moeller/Polsinelli and Sacucci (the “Upfronting Developer”) in a form satisfactory to the City Solicitor confirming that the Owner has satisfied all of its obligations to the Upfronting Developer required recoveries for Kennedy Road Sanitary Trunk Construction and 14th Avenue Reconstruction Works.

11. Parks and Open Space

- 11.1 The Owner covenants and agrees that the parkland dedication requirement for the draft plan of subdivision is 0.32 hectares (the “Total Parkland Requirement”), calculated at a rate of 1 hectare per 300 units, in accordance with Local Planning Appeal Tribunal Case Number PL140409 issue date April 24, 2018. This is calculated as follows:

$$(1 \text{ hectare} / 300 \text{ units}) \times 96 \text{ units} = 0.32 \text{ hectares}$$

- 11.2 The Owner and the City acknowledge and agrees that the parkland dedication within this Draft Plan of Subdivision shall be a minimum of 0.30 hectares, and that this satisfies the parkland dedication requirements of condition 11.1. The Owner acknowledges and agrees that any increase in the number of units within this Draft Plan of Subdivision beyond the approved 96 units may trigger additional parkland dedication requirements, to the satisfaction of the City’s Director of Planning and Urban Design or designate.
- 11.3 The Owner covenants and agrees to convey Park Block 2 inclusive to the City, free of all costs and encumbrances, to the satisfaction of the City’s Director of Planning and Urban Design or their designate, upon registration of the phase of the plan of subdivision containing the area surrounding the park block.

Block Number	Park Type	Area
Block 2	Park	0.30 hectares

Total	1	0.30 hectares
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- 11.4 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 letter of credit 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. The appraisal report should follow the City of Markham's [Terms of Reference](#). 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.
- 11.5 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.

12. Parkland Servicing

- 12.1 The Owner shall covenant and agree in the Subdivision Agreement to rough grade, topsoil, seed and maintain, free of stock piles and debris, all park blocks within the subdivision to the satisfaction of the Director of Planning and Urban Design or their designate. Park Block 2 shall be maintained until such time as the parks have been constructed and formally assumed by the City.
- 12.2 The Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Director of Planning and Urban Design or their designate.
- 12.3 The Owner shall provide a current geotechnical report by a qualified person for all park blocks, to the satisfaction of the Director of Planning and Urban Design or their designate.
- 12.4 Stockpiles, shoring/staging works, or storage of construction equipment or materials, other than the materials, equipment, and stockpiles required for the base park work, are not permitted on lands conveyed or to be conveyed to the City for park purposes unless approved in writing by the Director of Planning and Urban Design or their designate.

13. Tree Inventory and Tree Preservation Plans

- 13.1 The Owner acknowledges and agrees that some tree removal works have been completed on site as permitted through a Site Alteration Permit, issued to Stateview Homes, dated November 9th, 2022, and on file with the City of Markham as file No. SALT 21 129815.
- 13.2 The Owner shall obtain written approval from the Director of Planning and Urban Design or their designate prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 13.3 As a part of the Tree Inventory and Tree Preservation Plan, and in accordance with the City's Streetscape Manual, the Owner covenants and agrees, prior to execution of the Site Plan Agreement for Block 1, to submit to the satisfaction of the Director of Planning and Urban Design or their designate, a tree compensation schedule detailing replacement and enhancement planting, or the replacement value, of any injured or destroyed trees.

14. Landscape Works

- 14.1 Prior to execution of the Site Plan Agreement for Block 1 & Block 3, the Owner shall submit Landscape/Streetscape Plans based on the approved design plans for all landscape/streetscape works to the satisfaction of the Director of Planning and Urban Design or their designate. The Landscape/Streetscape Plans are to be prepared by a qualified Landscape Architect in good standing with the O.A.L.A. and shall include, but not be limited to, the following matters:
 - a) Street tree planting in accordance with the City of Markham Streetscape Manual;
 - b) 1.8 m high privacy wood screen fencing as required;
 - c) Noise attenuation fencing as required; and,
 - d) Any other landscaping as determined by the Director of Planning and Urban Design or their designate.
- 14.2 The Owner shall retain a qualified Landscape Architect satisfactory to the City for landscape construction management, site inspection and project control to ensure compliance with this Agreement and the approved Landscape/Streetscape Plan.
- 14.3 The Owner shall covenant and agree in the Site Plan Agreement to provide a 900mm depth of topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees, and to submit a soil report demonstrating compliance with the City's Streetscape Manual.
- 14.4 The Owner shall construct all landscape/streetscape works in accordance with the approved plans at no cost to the City.
- 14.5 No changes or substitutions shall be made to the approved

Landscape/Streetscape Plan without the written approval of the City's Director of Planning and Urban Design or their designate.

- 14.6 Provision shall be made in the Site Plan Agreement for a Letter of Credit, in an amount to be determined by the City, to ensure compliance with the approved Landscape/Streetscape Plan. If the value of the landscape/streetscape works within the draft plan on the approved plans is higher than the estimated Letter of Credit provided, then the Owner shall, forthwith upon written demand, provide an additional Letter of Credit to the City for the difference owing.
- 14.7 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.
- 14.8 The Owner shall maintain all boulevards within the draft plan of subdivision until accepted for maintenance by the City.
- 14.9 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 14.1.
- 14.10 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 14.1a)
- 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.”

- 14.11 The City recognizes that the final streetscaping and landscaping may be phased and there may be the need for an interim treatment for the public right-of-way on the North Lands to accommodate vehicular access, including driveway access. Any interim treatment that does not conform to the Streetscape Plan shall be fully removed and replaced at the Owner's expense in accordance with the Streetscape Master Plan.
- 14.12 The Owner covenant and agrees that the street tree landscape plans for all regional roads will be provided to the Region of York, 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 the Region, if required by the Region for the landscape works will be provided to the City prior to the execution of the Site Plan Agreement.

15. Heritage

- 15.1 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 or their designate) 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.
- 15.2 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.

16. Fire Services

- 16.1 Firebreak lots/blocks shall be designated within a Subdivision or Site Plan Agreement, to the satisfaction of Fire Services.
- 16.2 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of Fire Services.
- 16.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90 metres. Final locations are subject to the review and approval of Fire Services.
- 16.4 The Owner shall acknowledge and agree that building permits will not be issued for lands in any stage of development until the Director of Building Standards or their designate has been advised by Fire Services that there is an adequate water supply for firefighting operations and two separate, remote and unobstructed

accesses is available.

- 16.5 To ensure reliability of access for Fire Services vehicles under all conditions, two (2) full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two (2) full moves accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13. Fire Services has identified the following accesses into the development:

- a) McCowan Road to Tina Gate
- b) 14th Avenue to Robert Plunkett Way

- 16.6 Fire access routes shall be designed and constructed to support the expected loads imposed by firefighting equipment and be surfaced with concrete, asphalt or pattern concrete. The fire access route shall be unobstructed at all times. Engineered fire route systems, breakaway bollards, speed bumps, landscaping, etc. are not permitted within any portion of the designated route.

- 16.7 Fire access route signs shall be installed by the Owner subject to Fire Services approval. Signs shall be installed in accordance with City of Markham By-law specifications

17. Other City Requirements

- 17.1 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:

- a) the City's Parking By-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
- b) the City's Zoning By-law restricts the width of the driveway, this width does not allow two cars to park side by side; and
- c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.

- 17.2 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.

- 17.3 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.

- 17.4 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.
- 17.5 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

18. York Region

Clauses to be Included in the Subdivision Agreement

- 18.1 The Owner shall agree to save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 18.2 The Owner shall agree to advise all potential purchasers of the existing and future introduction of 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.
- 18.3 The Owner shall agree that the Proposed Development will connect to both McCowan Road and 14th Avenue. Access will not be isolated to any one access for any part of the proposed development.
- 18.4 The Owner shall agree to include the following clause in the Subdivision Agreement and subsequent Site Plan, Purchase and Sale Agreements, Tenant/Lease Agreements, Condominium and Declaration of Condominium Agreements:
- "THE OWNER COVENANTS AND AGREES TO ADVISE POTENTIAL PURCHASERS, IN ALL AGREEMENTS OF PURCHASE AND SALE, LEASE AND TENANT AGREEMENTS, SITE PLAN AGREEMENTS, CONDOMINIUM AGREEMENTS AND DECLARATION OF CONDOMINIUM AGREEMENTS, THAT THE ACCESS TO 14TH AVENUE WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT MOVEMENTS ONLY, AT THE SOLE DISCRETION OF THE REGION."*
- 18.5 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region right-of-

way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.

- 18.6 The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 18.7 The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 18.8 The following warning clause shall be included with respect to the lots or blocks affected:

"PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE ATTENUATION FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS WILL CONTINUE TO INCREASE, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING'S OCCUPANTS".

- 18.9 Where noise attenuation features abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region's right-of-ways shall not be the responsibility of York Region.
- 18.10 The Owner shall agree, in the wording satisfactory to Development Engineering, that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

- 18.11 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 18.12 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 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.
- 18.13 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Economic and Development Services Branch and the Infrastructure Asset Management branch for record.
- 18.14 The Owner shall provide a Transportation Study to the satisfaction of the Region.
- 18.15 The Owner shall demonstrate that access to 14th Avenue will be restricted with the extension of the median on 14th Avenue, to the satisfaction of the Region.
- 18.16 The draft plan of subdivision shall be updated to provide daylighting triangles at the proposed access to 14th Avenue to the satisfaction of the Region.
- 18.17 The Owner shall provide a preliminary design and acknowledgement demonstrating the improvements that will be made to the westbound right-turn lane, to the satisfaction of the Region.
- 18.18 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 18.19 Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;

- c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
- d) Construction Access Design;
- e) Utility and Underground Services Location Plans;
- f) Signalization and Illumination Designs;
- g) Line Paintings;
- h) Traffic Control/Management Plans;
- i) Erosion and Siltation Control Plans;
- j) Landscaping Plans, including tree preservation, relocation and removals;
- k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
- l) Functional Servicing Report (water, sanitary and storm services);
- m) Water supply and distribution report;
- n) Transportation Study
- o) Engineering drawings showing plan and profile views of proposed works related to connections to/or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration
- p) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.

18.20 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.

18.21 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.

18.22 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.

18.23 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.

18.24 The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall be 0.2 metres above the centreline elevations

of the York Region roadway, unless otherwise specified by Development Engineering.

- 18.25 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report/plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of the Region.
- 18.26 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following: York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 18.27 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
- 18.28 The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present

at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

18.29 Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:

- a) A basic 43 metre right-of-way for this section of 14th Avenue. As such, all municipal setbacks shall be referenced from a point 21.5 metres from the centreline of construction on 14th Avenue and any additional lands required for turn lanes at intersections;
- b) A 5.0 metre by 5.0 metre daylight triangle at the 14th Avenue right-in/right-out driveway; and,
- c) Any additional widenings required to establish a 15 metre by 15 metre daylight triangle in the north-west corner of the intersection of 14th Ave and McCowan Road, measured from the widened limit of 14th Avenue.

18.30 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.

18.31 The intersections of any driveway to both McCowan Road and 14th Avenue shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.

18.32 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.

18.33 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.

- 18.34 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.
- 18.35 The Regional Corporate Services Department shall advise that Conditions 18.1 to 18.34 inclusive, have been satisfied.
19. York Catholic District School Board (YCDSB)
- 19.1 The Owner shall submit a clearance letter from the YCDSB stating that the Owner has made satisfactory arrangements with the YCDSB for the work required at 5300 14th Avenue (Father Micheal McGivney Catholic Highschool) to facilitate the intersection at McCowan Road and (future) Tina Gate.
20. Ministry of Natural Resources (MNR)
- 20.1 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, to the satisfaction of the Commissioner of Development Services
21. Canadian National Railway Company (CN Rail)
- 21.1 The Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, CN Rail may consider other measures recommended by an approved Noise Consultant.
- 21.2 The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way:
- “Warning: Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development or individual dwelling(s). CN Rail will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the*

aforesaid right-of-way.”

- 21.3 The Owner shall, through restrictive covenants to be registered on title and all agreements of purchase and sale or lease, provide notice to the public that the noise and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN Rail.
- 21.4 The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
- 21.5 The Owner shall be required to grant CN Rail an environmental easement for operational noise and vibration emissions, registered against the subject lands in favour of CN Rail.

22. Enbridge Gas Distribution

- 22.1 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. 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.
 - b) In the event that easement(s) are required to service this development, and any future adjacent developments, the Applicant will provide the easement(s) to Enbridge Gas Inc. at no cost. The Applicant will contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea30@Enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

23. Canada Post

- 23.1 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 unit 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:
 - an appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
 - any required walkway across the boulevard; and,
 - any required curb depressions for wheelchair access.

23.2 The Owner/Developer further 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.

23.3 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 temporary location.

24. Bell Canada

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

- a) To convey any easement(s) as deemed necessary to Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- b) 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.

25. Rogers

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

- a) To permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.

- b) 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.
- c) 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.
- d) 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.

26. External Clearances

26.1 Prior 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 18.1 – 18.34 have been satisfied.
- b) The Ministry of Natural Resources shall advise that Condition 20.1 has been satisfied.
- c) Enbridge Gas Distribution shall advise that Condition 22.1 has been satisfied.
- d) Canada Post shall advise that Conditions 23.1-23.3 have been satisfied.
- e) Bell Canada shall advise that Condition 24.1 has been satisfied.
- f) Rogers shall advise that Condition 25.1 has been satisfied.

Dated: XXXXXX

Stephen Lue M.C.I.P, R.P.P Senior Development Manager