



“THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-14005 (FOREST BAY HOMES LTD.) AS FOLLOWS:”

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Julius De Ruyter Planning and Development Services, identified as Project Number -, Drawing Number DFT_5, dated July 2014, incorporating the following redline revisions:
 - Show ROW curve radius along all roadways including cul-de-sacs.
 - Show curve radius at turning circle
- 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 September 9, 2017 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 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, amendments to Zoning By-law 90-81, as amended, shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Traffic Impact Study, Internal Functional Traffic Design Study Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

Watermain looping from the Street ‘A’ cul-de-sac to Elson Street may be provided in the adjacent community park to the east. The Owner further covenants and agrees to restore the adjacent park to its existing condition, after installation of the watermain, to the satisfaction of the Director of Planning and Urban Design or his designate. As an alternative to installation of the watermain

looping in the community park to the east, the owner may provide an easement on the east side of Lot 10 (adjacent to the park). Such easement, if provided, will be to the satisfaction of the Director of Engineering or his designate.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the City (Commissioner of Development Services).
- 2.4 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City (Commissioner of Development Services). The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the City.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Study. The Owner shall further covenant and agree to implement additional traffic calming measures, prior to assumption of the plan of subdivision, if it is determined by the City that additional traffic calming measures are required.

3.0 Tree Inventory Preservation Plans

- 3.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 3.2 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 Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 3.3 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.

- 3.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
 - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
 - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
 - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

4. Community Design

- 4.1 The Owner shall implement and incorporate all requirements of the approved Villages of Fairtree Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 4.2 The Owner shall retain a design consultant to prepare an addendum to the Villages of Fairtree Community Design Plan – Urban Form chapter, including a priority lot plan to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement. Once approved the revised Urban Form chapter of the Community Design Plan will provide the “Architectural Control Guidelines” for this Plan of Subdivision.
- 4.3 The Owner shall retain a design consultant to implement the “Architectural Control Guidelines”.
- 4.4 Plans submitted for model home permits for any building within the 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”.
- 4.5 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

5. Parks and Open Space

- 5.1 The Owner shall convey Block 33 to the City for park purposes, free of all costs and physical and title encumbrances, upon registration of the plan of subdivision.

This Block shall be conveyed in a physical condition which is satisfactory to the Director of Engineering and Director of Planning and Urban Design.

- 5.2 The Owner shall covenant and agree to rough grade and maintain (free of stock piles and debris) the park block and other vacant lands within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park block shall be maintained until such time as the park has been constructed and formally assumed by the City for maintenance purposes. Other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.
- 5.3 The Owner shall provide the following to serve Block 33 to the satisfaction of the Director of Engineering and Director of Planning and Urban Design:
 - Storm servicing (CB/manhole) in the low end of each watershed within the Block
 - Electrical servicing
 - Minimum compaction levels
 - Fencing of the Block to OPSD standards
 - Undeveloped Block maintenance
- 5.4 The Owner shall provide a minimum 200mm depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.
- 5.5 The Owner shall post approved copies of any Open Space Plans, including Buffer Block 34 and a Conceptual Design Plan for Block 33 in all sales offices for dwelling units within the draft plan of subdivision.
- 5.6 The Owner shall convey Block 34 (Buffer), to the City, free of all costs and physical and title encumbrances, and in a condition which is satisfactory to the Director of Planning and Urban Design, upon registration of the plan of subdivision.
- 5.7 Prior to making alterations to the site within the area of the draft plan, the Owner shall submit for review and approval a Woodlot Management and Preservation Plan pertaining to the northerly edge of the adjacent wooded area, to be prepared by a qualified person to the satisfaction of the Director of Planning and Urban Design.
- 5.8 The Owner shall submit grading, servicing and survey plans by a qualified person for Block 33 to the satisfaction of the Director of Planning and Urban Design.
- 5.9 The Owner shall provide a current geotechnical report by a qualified person for Block 33 to the satisfaction of the Director of Planning and Urban Design.

6.0 Landscape Works

6.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person based on the approved Villages of Fairtree Community Design Plan to the satisfaction of the Director of Planning and Urban Design, which shall include, but not be limited to:

- a) Street tree planting in accordance with the City of Markham Streetscape Manual date June 2009, as amended from time to time;
- b) 1.5m high black vinyl chain link fence on the property line where the side or rear yards of residential lots abut parks, open space, woodland or buffer blocks;
- c) 1.8m high privacy fence located on private property where the rear yards of residential lots abut park land and corner lot fencing;
- d) Noise attenuation fencing where required by a noise impact study;
- e) Planting for all open space and buffer blocks and single loaded road allowances abutting Street 'A';
- f) Details of any retaining walls and associated fencing as determined by the Environmental Master Drainage Plan;
- f) Any other landscaping as determined by the Community Design Plan and the Environmental Master Drainage Plan.

6.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

6.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 6.1 above.

6.4 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 6.1 a)
- CORNER LOT FENCING
- REAR LOT LINE FENCING (IF SPECIFICALLY REQUIRED BY THE CITY)

- TREE PLANTING IN REAR YARDS (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.”

7.0 Financial

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

8. Noise Impact Study

- 8.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Eastvale Drive and by any other identified noise sources, to the satisfaction of the City, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.
- 8.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the City (Commissioner of Development Services), in consultation with York Region.

9. Stormwater Management

- 9.1 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 and the Toronto and Region Conservation Authority. 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.

- 9.2 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the City.
- 9.3 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.

10. Municipal Services

- 10.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the City (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision and potential upgrades to municipal infrastructure downstream of the subdivision resulted from this development. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement. The owner shall covenant and agree in the subdivision agreement to pay for all external municipal infrastructure upgrades.
- 10.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the City (Commissioner of Development Services).
- 10.3 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the City (Commissioner of Development Services).
- 10.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 10.5 The Owner shall acknowledge and agree in the subdivision agreement that, notwithstanding that the City may approve an interim servicing connection for a

portion of the lands/development within the draft plan of subdivision, no building permits will be issued for any development beyond that which can be adequately serviced by the interim connection, and that prior to the issuance of further building permits a sanitary sewer on Street 'A' to service the balance of the lands in the draft plan of subdivision must be constructed to the satisfaction of the City (Commissioner of Development Services) and a further servicing allocation approved by Council.

11. Traffic Impact Study / Internal Functional Traffic Design Study

- 11.1 Prior to final approval of the draft plan, the Owner shall prepare, in consultation with the Owners of other lands, a Traffic Impact Study / Internal Functional Traffic Design Study to the satisfaction of the City and the Region of York. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the draft approved plan and subdivision agreement

12. Easements

- 12.1 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. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the City.

13. Utilities

- 13.1 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 (Commissioner of Development Services) and authorized agencies.
- 13.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge, telecommunications companies, etc.
- 13.3 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.

- 13.4 The Owner shall covenant and 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.
- 13.5 The Owner covenants and agrees 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. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the City in consultation with Canada Post.
- 13.6 The owner shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 13.7 The owner covenants and agrees that they will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 13.8 The owner covenants and agrees to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 13.9 The owner covenants and agrees to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
 - b) Any required walkway across the boulevard.
 - c) Any required curb depressions for wheelchair access.
- 13.10 The owner further covenants and agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.

14. Environmental Clearance

- 14.1 The Owner covenants and agrees to retain a “Qualified Person” as defined by the *Environmental Protection Act* and its regulations, to carry out all necessary

environmental testing, evaluation and remediation in accordance with this Agreement. The Owner acknowledges that it has retained a “Qualified Person” for the execution of the Owner’s obligation hereunder. The Owner agrees that it shall not substitute the Qualified Person without the prior written consent of the Director of Engineering.

- 14.2 The Owner covenants and agrees that, prior to execution of this Agreement, an environmental clearance shall be provided to the Town for all lands or interests in lands to be conveyed to the Town to the satisfaction of the Director of Engineering. The Town shall be satisfied that the lands are environmentally suitable for their proposed use and be certified as such by the “Qualified Person” as defined in Ontario Regulation 153/04, all of which shall be in accordance with the *Environmental Protection Act* and its regulations. The “Qualified Person” shall file a Record of Site Conditions on the Provincial Environmental Site Registry for all lands to be conveyed to the Town.
- 14.3 The Owner covenants and agrees that if, during construction of the Works, contaminated soils or materials are discovered, the Owner shall inform the Director of Engineering 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 Director of Engineering and the Ministry of Environment. After remediation, the “Qualified Person” shall file an updated Record of Site Condition on the Provincial Environmental Site Registry, in accordance with Ontario Regulation 153/04, for all lands to be conveyed to the Town.
- 14.4 The Owner covenants and agrees to assume full responsibility for the environmental condition of the Lands and agrees to indemnify and save harmless the Town, 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 Town of the Works, the construction and use of the Works or anything done or neglected to be done in connection with the use or any environmental condition on or under the Lands, including any work undertaken by or on behalf of the Town in respect of the Lands and the execution of this Agreement.

15. Well Monitoring Program and Mitigation Plan

- 15.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 meters of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City’s requirements to the satisfaction of the Director of Engineering.

16. Development Charges

- 16.2 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 16.3 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

17. Heritage

- 17.1 The Owner covenants and agrees to immediately notify the Ministry of Tourism, Culture and Sport should archaeological remains be found on the property during construction activities. The Owner covenants and agrees to immediately notify the Ministry of Tourism, Culture and Sport and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations of human remains are encountered during construction.

18. Other City Requirements

- 18.1 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 18.2 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment. The Owner shall further covenant and agree that fire protection sprinklers are installed to the satisfaction of the Fire Chief or his designee.
- 18.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
- 18.4 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:
- f) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage

- ii) the City's zoning by-law restricts the width of the driveway, this width may not allow two cars to park side by side
- iii) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- iv) parking in the cul-de-sac street is not permitted at any time

18.5 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional sites by type; commercial sites by type; other surrounding land uses and facilities as specified by the City; existing or future: rail facilities, provincial highways, arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; City lot grading standards.

All display plans shall be reviewed and approved at the sales office by City staff, prior to the opening of the sales office.

- 18.6 The Owner covenants and agrees to purchase from the City two recycling containers, one green bin and one 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.
- 18.7 The Owner covenants and agrees to contact the City at least four 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.
- 18.8 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.
- 18.9 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.

18.10 The Owner acknowledges that all waste and recyclable materials will be collected municipally.

19. Region of York

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

19.2 Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the City of Markham for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.

19.3 The Owner shall agree in the subdivision agreement that 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.

19.4 Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Regional Infrastructure Asset Management Branch for review and record.

19.5 The Owner shall agree in the subdivision agreement that any direct connection to a York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Regional Infrastructure Asset Management for approval.

19.6 Prior to final approval, the Owner shall provide a copy of the subdivision agreement to the Regional Transportation and Community Planning Department, outlining all requirements of the Regional Transportation and Community Planning Department.

19.7 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law # 2012-36.

19.8 The Regional Transportation and Community Planning Department shall advise that Conditions 1 to 7 inclusive, have been satisfied.

20. MNR

20.1 The Owner acknowledges that the Redside Dace has been added to the list of endangered species pursuant to the *Endangered Species Act, 2007*. S.O. 2007, c. 6. (the "Act"), and that the Ministry of Natural Resources (Ontario) has prepared a recovery strategy for the Redside Dace, entitled "Redside Dace (*Clinostomus*

elongatus) in Ontario, Ontario Recovery Strategy Series”, dated February 2010 (the “Recovery Strategy”). The Owner acknowledges that, notwithstanding this Agreement and any approvals made or given by the City in respect of the Subdivision, the onus is on the Owner to comply with the provisions of the Act and the Owner covenants and agrees to use its best efforts to comply the Recovery Strategy, if applicable to the Subdivision, including but not limited to protection of the meander belt of any stream providing habitat to the Redside Dace and its associated riparian habitat that is within 30 metres from the meander belt. The Owner covenants and agrees to indemnify and save harmless the City, its directors, officers, Mayor, Councillors, employees and agents from any and all actions, causes of actions, suits, claims, demands, losses, penalties, fines, expenses and damages whatsoever that may arise either directly or indirectly from the approval and registration of the Subdivision and the Assumption of the Subdivision, the construction and use of the Works or anything done or neglected to be done in connection with the *Endangered Species Act, 2007* and the Recovery Strategy.

21. External Clearances

21.1 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 Regional Municipality of York Planning Department shall advise that Conditions 2.1, 8.1, 8.2 and 19 have been satisfied.

Dated: Month XX, 2014

Biju Karumanchery
Senior Development Manager
Planning and Urban Design