## **CONDITIONS OF DRAFT APPROVAL**

File: 19T-17K02

Subject: Draft Plan of Subdivision

Forestbrook Hills Phase II

Part of the East Half of Lot 32, Concession 9

(199 Church Street & Vacant)

2395959 Ontario Ltd. & Sycamore Construction Ltd.

| AGENCY/<br>DEPARTMENT                 |    | CONDITION  | CLEARANCE<br>AGENCY      |
|---------------------------------------|----|--|--------------------------|
| PLANNING<br>DIVISION                  | 1. | The Plan shall relate to the draft plan of subdivision, prepared by Thorstone Consulting Services, dated December 21, 2018 and revised April 15, 2020 and revised as necessary prior to registration to incorporate Council's direction that the proposed road connection with Roselena Drive be modified to reflect the similar traffic calming alternative developed on Kaake Road in Nobleton for the purposes of removing the connection of the existing and future proposed roads, except for the inclusion of a connection (including breakaway bollards) for emergency purposes only, and that the renaming of the new road be considered during the street naming process for development.  That the draft plan of subdivision be red-line revised if necessary in order to meet the requirements of all Planning, Parks, Public Works and LSRCA, where the final dimensions of the plan including various blocks and layout of roads, etc., shall be determined during detailed design prior to registration of the Plan. | PUBLIC WORKS             |
| PLANNING<br>DIVISION                  | 2. | <ul> <li>The Owner shall convey the following lands, without monetary consideration and free from all encumbrances:</li> <li>A. Block 53 for pumping station purposes, to the Township.</li> <li>B. Block 54 and 55 for environmental protection purposes, to the Township;</li> <li>C. Block 55 for open space purposes, to the Township;</li> <li>D. Blocks 56 for woodlot addition to the Township;</li> <li>E. Blocks 57 for Woodland Park addition purposes, to the Township;</li> <li>F. Block 58 for storm water management pond purposes to the Township</li> <li>G. Block 59 for road widening purposes</li> <li>H. Block – TBD adjacent to Lot 51 for a drainage channel.</li> </ul>   | PLANNING<br>PUBLIC WORKS |
| PLANNING<br>DIVISION;<br>PUBLIC WORKS | 3. | The Owner and all encumbrancers shall enter into a Subdivision Agreement, which shall identify how all draft plan conditions are being addressed, with the Township of King as approved by Council, to be registered on title of the lands and   | PLANNING                 |

| AGENCY/<br>DEPARTMENT |    | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|----|--|---------------------|
|                       |    | pursuant to the provisions of the Planning Act, to satisfy all of the requirements and conditions of the Township with respect to the development of the lands, financial and otherwise, including but not limited to, as the Township may consider necessary, the preparation of all detailed engineering design to the satisfaction of the Township Director of Public Works, payment of development charges, the provision of roads and municipal services, landscaping and fencing.  The Owner shall also agree in the Subdivision Agreement to comply with all of the financial, legal, and engineering requirements as adopted by Council for the Township of King and shall agree to participate in a pre-design consultation meeting with Township of King staff regarding the construction of roads and services. |                     |
| PUBLIC WORKS          | 4. | The Owner shall agree in the Subdivision Agreement to construct at no cost to the Township all required Township services shown on the approved construction drawings to the satisfaction of the Director of Public Works  | PUBLIC WORKS        |
| PLANNING<br>DIVISION  | 5. | The Owner and all encumbrancers shall agree in the Subdivision Agreement, to be registered as a first charge against all of the lands affected, to provide at the Owner's expense all services based on current design standards approved by the Township, and without limiting the generality of the foregoing, such services shall include sanitary sewers, watermains, storm sewers, foundation drain collector (FDC) sewers, sidewalks, street furnishings, bridge/culvert structures, retaining walls, sewage pumping station and generator, paved roads, curbs, gutters, LED street lighting, underground utilities, tree planting, walkways, fencing and screening, stormwater management control including LID (Low Impact Development) facilities, public trails and walkways, and sodding.                       | PLANNING            |
| PLANNING<br>DIVISION  | 6. | Prior to final approval the Owner shall provide all processing and administrative fees. Such fees will be charged at prevailing rates of approved Township Policies and By-laws on the day of payment.   | PLANNING            |
| PLANNING<br>DIVISION  | 7. | The road allowances included within this draft plan of subdivision shall be dedicated as public highways without monetary consideration and free of all encumbrances. Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and park blocks and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Township of King or the Region of York without monetary consideration and free of all encumbrances.   | PLANNING            |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
| PLANNING<br>DIVISION  | 8.  | Prior to Final Approval for Plan Registration, the Owner shall convey a road widening along the frontage of this Draft Plan to the Township of King. The widening shall be of sufficient width to provide a road allowance for the south side of Church Street of 11 metres measured from centerline of the existing road/road allowance (whichever is greater).  | PLANNING            |
| PLANNING<br>DIVISION  | 9.  | The Owner shall agree in the Subdivision Agreement that any dead ends or open sides of road allowances created by this draft plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the Township without monetary consideration and free of all encumbrances, to be held by the Township until required for future road allowances or development of adjacent lands. At such time as a road terminating at a 0.3 metre reserve is to be extended, the Township will lift the reserve. | PLANNING            |
|                       |     | The Owner shall further agree in the Subdivision Agreement to make any necessary arrangements with the Township and/or Region of York with respect to the lifting of any existing 0.3 metre reserves in order to provide for access and development of the subject lands.   |                     |
| PLANNING<br>DIVISION  | 10. | Prior to Final Approval the Director of Growth Management Services shall be satisfied that the Region of York has confirmed that adequate water supply and sanitary sewage treatment facility and related infrastructure capacities are available for the proposed development.   | PLANNING            |
| PLANNING<br>DIVISION  | 11. | The Township of King shall have assigned by By-law or resolution of Council, the required amount of municipal water and sanitary sewer allocation for the number of units/lots to be registered for the proposed development within the draft plan of subdivision.  | PLANNING            |
| PLANNING<br>DIVISION  | 12. | The Owner shall agree in the Subdivision Agreement to save harmless the Township and the Region of York from any claim or action as a result of water or sanitary servicing not being available when anticipated.   | PLANNING            |
| PLANNING<br>DIVISION  | 13. | The Owner shall agree in the Subdivision Agreement that in the event that the Draft Approved Plan is not Registered within three (3) years from the date which Draft Approval by the Township becomes final, the draft approval may lapse at the discretion of the Township but may be extended by the Township subject to any revisions to the draft conditions determined appropriate by the Township in consultation with the Region of York and other agencies.   | PLANNING            |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | In the event that the Draft Approved Plan is not Registered within three (3) years from the date which Draft Approval by the Township becomes final, the Township may re-consider the servicing allocation and assign it to another development.   |                     |
| PLANNING<br>DIVISION  | 14. | The Owner shall agree in the Subdivision Agreement to implement the recommendations of the studies, plans and reports referred to in the draft plan conditions and/or other studies, plans, reports provided during the review of the draft plan of subdivision and detail design, as required by and to the satisfaction of the Director of Growth Management Services and Director of Public Works.  | PLANNING            |
| PLANNING<br>DIVISION  | 15. | The Owner shall have prepared, by a qualified professional, for the review and approval of the Director of Growth Management Services in consultation with any necessary peer-review consultant (at the Owner's expense), recommendations with respect to energy efficient housing design and construction techniques such as Energy Star, to improve the energy efficiency of the homes within the draft plan, and propose implementation methods.  | PLANNING            |
| PLANNING<br>DIVISION  | 16. | That a Zoning By-law for the development of these lands with appropriate "Holding" provisions shall have been passed under Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.   | PLANNING            |
|                       |     | Further, that the Zoning By-law adopted to implement this plan of subdivision contain "Holding" provisions to ensure that prior to the lifting of the H-Holding provisions that arrangements satisfactory to the Township and the Region of York are in place with respect to the provision of municipal water, sanitary sewer, stormwater management facilities, roads/streets, contingency fire protection measures, subdivision and site plan agreement requirements, noise attenuation measures, access, and other matters as necessary. |                     |
| PLANNING<br>DIVISION  | 17. | The Owner shall agree to provide to the Township digital files (PDF, dxf, dwg or shp file format) of the registered plan of subdivision and any reference plans related to applicable easements, rights-of-way, etc., all to the satisfaction of the Director of Growth Management Services. The Owner shall agree in the Subdivision Agreement to provide a mylar, electronic PDF copies, and fifteen (15) paper copies of the Registered Plan to the Township Clerk.   | PLANNING            |
|                       |     | The Owner shall also agree to provide an Ontario Land Surveyor certificate confirming that all of the lots and blocks  |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | within the Plan fully comply with the provisions of the Township of King Zoning By-laws applicable to the subject lands including, without limiting the discretion of the Township as to the form of the said certification, a copy of the Plan or any relevant phase thereof showing the relevant zoning designation for each lot.   |                     |
|                       |     | The Owner shall request asset identification numbers from the Township of King's Public Works Department for the items identified on the Township's Asset Identifier Sheet. As part of the submission of design drawings, the Owner shall supply all GIS attribute data to the Township in a format as may be described from time to time. The data must also include georeferenced coordinates for the development and all asset items contained therein. The asset items are to be numbered on the design drawings, in accordance with the Township's asset identification numbers. |                     |
| PLANNING<br>DIVISION  | 18. | The Owner shall agree to provide an Ontario Land Surveyor certificate confirming that all of the lots and blocks within the Plan, or any phase thereof, fully comply with the provisions of the Township of King Zoning By-laws applicable to the subject lands including, without limiting the discretion of the Township as to the form of the said certification, a copy of the Plan or any relevant phase thereof showing the relevant zoning designation for each lot.   | PLANNING            |
| PLANNING<br>DIVISION  | 19. | The Owner agrees to provide a certificate signed by an Ontario Land Surveyor and the Owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Township.  | PLANNING            |
| PLANNING<br>DIVISION  | 20. | The Owner shall agree that all block(s) forming part blocks/lots shall only be developed in conjunction with the adjacent lands; in the interim, such blocks will be subject to an "H" Holding Zone provision.  | PLANNING            |
| PLANNING<br>DIVISION  | 21. | Prior to final approval, or the release of building permits for model homes if permitted by the Township or prior to registration of the Plan, whichever occurs first, architectural control design guidelines are to be applied to the entire draft plan, including the pumping station block and shall be submitted for approval by the Director of Growth Management Services.   | PLANNING            |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | The architectural control design guidelines shall address any comments by the Township, to the satisfaction of the Township Director of Growth Management Services and shall address and be consistent with the "Urban Design Vision & Principles Report", prepared by John G. Williams Architect Limited, dated February 20, 2018, which shall be revised to address any comments by the Township, to the satisfaction of the Director of Planning.  The Owner shall agree in the subdivision agreement that:                    |                     |
|                       |     | A. a control architect satisfactory to the Township shall be retained at the cost of the Owner, to ensure that all development proceeds in compliance with the approved architectural control design guidelines;  |                     |
|                       |     | B. prior to the submission of individual building permit applications, the control architect shall have stamped and signed the drawings certifying compliance with the approved architectural control design guidelines;  |                     |
|                       |     | C. the Township may undertake periodic reviews to ensure<br>compliance with the architectural control design guidelines;<br>should inadequate enforcement be evident, the Township<br>may cease to accept drawings stamped by the control<br>architect and retain another control architect at the expense<br>of the Owner.   |                     |
| PLANNING<br>DIVISION  | 22. | Prior to final approval, the Owner shall submit an Urban Design Guidelines Report to the satisfaction of the Township, which shall identify all the urban design objectives for the draft plan. The final report shall address and be consistent with the "Urban Design Vision & Principles Report", prepared by John G. Williams Architect Limited, dated February 20, 2018, and shall be revised to address any comments provided by the Township to the satisfaction of the Director of Growth Management Services, including: | PLANNING            |
|                       |     | <ul> <li>A. internal landscaping on boulevards as it relates to the road rights-of-ways and the location of underground services (ie. typical road sections incorporating boulevard trees);</li> <li>B. co-ordination of the urban design/streetscape elements as they relate to all streets within the Plan including entrance features and medians;</li> <li>C. landscaping including fencing, gateway features and typical cross-sections required to determine appropriate locations for buffer landscaping.</li> </ul>       |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | <ul> <li>D. the appropriate landscape treatment and configuration for the stormwater management pond and landscaping &amp; walkways within environmental buffers.</li> <li>E. The location and paving treatment of community mail boxes.</li> <li>F. illustrate interfaces between residential block and open space and collector road systems; private-public interface, particularly with respect to the open space system; entrance features and integration with, or buffering for adjacent existing neighbourhoods.</li> <li>G. The location, route and design of the public trail/walkway system in the buffer blocks, park block, and other areas of the draft plan, and any revisions to add additional walkway blocks as necessary</li> <li>The Owner shall agree in the Subdivision Agreement to implement the recommendations and requirements of the Urban Design Guidelines at no cost to the municipality.</li> </ul>  |                     |
| PLANNING<br>DIVISION  | 23. | The Owner shall cause the following information to be displayed on the interior wall of the sales office, information approved by the Director of Planning, prior to offering any units for sale, to be monitored periodically by the Township. No building permit shall be issued for a sales office or model home, or a residential unit until such information is approved by the Director of Growth Management Services.  A. the Plan for the broader area, showing surrounding land uses, arterials/highways, hydro lines etc.  B. the location of street utilities, pumping station and generator, community mailboxes, entrance features, fencing and noise attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval.  C. the location of parks, open space, stormwater management facilities and trails.  D. the location of institutional uses, including schools, places of worship, community facilities.  E. the location and type of commercial sites.  F. colour-coded residential for singles, semis, multiples, and apartment units.  G. The following statement on the plan/map: "This map is based on information available as of (date of map), and may be revised or updated without notification to purchasers." [In such circumstances, the Owner is responsible for updating the map and forwarding it to the Township for verification.] | PLANNING            |

| AGENCY/<br>DEPARTMENT                         |     | CONDITION  | CLEARANCE<br>AGENCY |
|---|-----|--|---------------------|
|   |     | also be shown in <b>BOLD CAPITAL TYPE</b> :  |                     |
|   |     | "THE PLAN OF SUBDIVISION IS NOT YET REGISTERED;  |                     |
|   |     | THE CONSTRUCTION OF THE HOMES CANNOT COMMENCE UNTIL AFTER REGISTRATION AND THE ISSUING OF BUILDING PERMITS (EXCLUDING MODEL HOMES);  |                     |
|   |     | THAT NOTWITHSTANDING THE EXPECTATIONS OF THE VENDORS AND PURCHASE OF HOUSES, IT IS POSSIBLE THAT DELAYS COULD OCCUR WITH RESPECT TO THE REGISTRATION OF THE PLAN OF SUBDIVISION AND THE ISSUING OF BUILDING PERMITS, WHICH MAY AFFECT THE ABILITY OF THE VENDORS TO PERFORM THEIR OBLIGATIONS WITHIN THE TIME PRESCRIBED IN ANY AGREEMENTS OF PURCHASE AND SALE."  |                     |
|   |     | The plan required by this condition shall be approved by the Director of Growth Management Services prior to the Owner offering dwelling units for sale and/or registration of the plan, whichever occurs first.   |                     |
| COMMUNITY<br>SERVICES<br>PLANNING<br>DIVISION | 24. | A. The Owner shall dedicate to the Township without monetary consideration and free of all charges and encumbrances, the parkland dedication and/or cash-in-lieu of parkland at the discretion of the Township, as required under the Planning Act, and the Township's Parkland By-law, as amended, and the Schomberg Community Plan. Lands used for trail purposes (unless they are located in a Park block) and woodland restoration areas, woodlot additions, storm water areas and environmental lands shall not be included as part of the parkland dedication requirement.   | FINANCE             |
|   |     | B. The Owner shall agree in the subdivision agreement that, at the Township's sole discretion, cash-in-lieu of parkland in accordance with the Planning Act and the Township's Parkland By-law, as amended, and the Schomberg Community Plan, shall be paid to the Township by the Owner prior to final approval. Prior to the execution of the subdivision agreement, the required payment to the Township shall be calculated in accordance with the Township's Parkland By-law, as amended, to the satisfaction of the Township's Director of Finance and Treasurer, including an appraisal report and/or other information required by the Director of Finance and Treasurer, or other arrangements to the satisfaction of the |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | Township of King and in accordance with the conditions and requirements of the Subdivision Agreement. The appraisal report and/or other information required by the Director of Finance shall be at the Owner's cost.  |                     |
|                       |     | C. If determined necessary by the Director of Growth Management Services and the Director of Community Services, prior to final approval and registration of the plan, the Owner shall enter into a parkland dedication agreement with the Township reconciling parkland dedication and cash in lieu of parkland requirements, if any, for the lands.  |                     |
| PLANNING<br>DIVISION  | 25. | The Owner shall agree in the Subdivision Agreement to place a sign to be not less than 1.2 metres by 1.2 metres on all blocks (i.e. parkland, stormwater management facilities and institutional, as applicable) to advise of the future use of these blocks, and to maintain these signs in good condition until such time as the land is developed. This signage is to be erected to the satisfaction of the Director of Growth Management Services prior to the registration of the plan. | PLANNING            |
| CLERKS<br>DEPARTMENT  | 26. | That prior to final approval and registration of the plan, all road allowances shall be named to the satisfaction of the Township and the Region of York. In this regard the Owner shall submit a list of proposed street names in accordance with the Township's street naming policy (per "Municipal Street Naming and Park Naming Policy #COR-POL-131") to the Clerk for approval by Council.   | CLERK               |
| CLERKS<br>DEPARTMENT  | 27. | The Owner agree in the Subdivision Agreement to obtain the municipal address from the Clerk for each lot and that street address numbers shall be permanently embedded in or attached to the exterior of each dwelling, to the satisfaction of the Township.   | CLERK               |
| PLANNING<br>DIVISION  | 28. | Where the Owner proposes to proceed with the construction of a model home(s), the Owner shall enter into an agreement with the Township setting out conditions in accordance with the Township's policy and shall fulfill relevant conditions of the said model home agreement prior to the issuance of any building permit.   | PLANNING            |
| COMMUNITY<br>SERVICES | 29. | The Owner shall submit a Master Trail Plan for the entire draft plan, as well as the other lands where applicable, detailing the location, route and design of the trail through the draft plan and park connections, including through the environmental buffer blocks and linkages to existing and future trails on adjacent properties to the satisfaction of the Township Director of  | PARKS               |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | Growth Management Services, Director of Public Works and Director of Community Services. The trail system shall be designed to link the open space and recreation areas as well as potential linkages towards the village core.  The Owner shall agree in the subdivision agreement to construct or arrange for the construction of the trail/walkway system within the plan at his sole cost and provide a security deposit to the Township, to the satisfaction of the Director of Community Services.   |                     |
| COMMUNITY<br>SERVICES | 30. | Prior to registration of the Plan, the Owner shall prepare a Public Open Space Management Plan which shall address and be consistent with Design Guidelines which shall be revised to address any comments by the Director of Growth Management Services. The Plan shall include detailed siting, route, and design information for the public trail/walkway system within the draft plan which is to be located in the buffer blocks and other areas of the draft plan, in accordance with an approved trail plan for the draft plan approved by the Director of Growth Management Services and Director of Community Services. The Owner shall agree in the subdivision agreement to construct all of the trails within the draft plan at the Owner's sole cost, to the satisfaction of the Director of Growth Management Services and Director of Community Services.  These plans shall conform to the approved Urban Design/Landscape Guidelines for the Draft Plan and the latest version of the Township's Development Standards, Policies and Guidelines. The Owner shall agree in the Subdivision Agreement to prepare detailed landscape construction drawings and implement the approved Public Open Space Management Plan to the satisfaction of the Director of Growth Management Services and Director of Community Services. These plans will be implemented by the Owner at his cost with the exception of the park block. | PARKS               |
| PUBLIC WORKS          | 31. | The Owner shall agree in the Subdivision Agreement to provide a payment to the Township for the future maintenance of all landscaping features, including fences, acoustic devices, retaining walls, etc. to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 32. | The Owner shall provide a tree assessment including an inventory and plan of all trees to be retained or removed,  | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | assessment of significant trees to be preserved and proposed methods of tree preservation and/or remedial plantings in accordance with the Township's Development Design Criteria respecting the preservation and protection of trees and vegetation. The Owner further agrees not to remove trees without the written approval of the Township of King and to satisfy all provisions of the Region of York Tree By-law. New tree plantings shall be larger caliper trees to the satisfaction of the Director of Public Works. |                     |
|                       |     | The Owner shall further agree to undertake reasonable efforts to relocate trees that are to be removed from the area of site grading and alteration and place such trees in other more appropriate locations on the property.  |                     |
|                       |     | New tree plantings shall be larger caliper trees to the satisfaction of the Director of Public Works. Where tree preservation is not feasible, the Owner shall provide financial compensation to the Township in accordance with the current policy (at a 3:1 ratio).  |                     |
|                       |     | The Owner shall agree in the Subdivision Agreement to implement the recommendations of the report and plan.  |                     |
| PUBLIC WORKS          | 33. | The Owner shall agree in the Subdivision Agreement to provide upgraded screening (fencing, plantings or combination of both) within the lot(s) along the rear and/or side lot line, as applicable, for the purposes of screening between the lots within the draft plan and the existing residential homes/lots/parks/trails.  | PUBLIC WORKS        |
|                       |     | If any plantings or screening will be located on lands of adjacent owners, the Owner shall enter into an agreement with any such adjacent owner to provide for such plantings or screening.  |                     |
| PUBLIC WORKS          | 34. | The Owner shall agree to reconstruct Church Street across the entire frontage of this Draft Plan at the Owner's sole cost. The reconstruction shall include urbanization of the Church Street road allowance including new road base and asphalt, curb and sidewalk on the south side, storm sewers and any underground services required by the Township.   | PUBLIC WORKS        |
|                       |     | Prior to Final Approval for Plan Registration, the Owner shall prepare detailed reconstruction plans utilizing current survey information for the above noted works to the satisfaction of the Director of Public Works.   |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
| PUBLIC WORKS          | 35. | The Owner will be required to provide pedestrian connectivity from this site to 149 Church Street to the satisfaction of the Director of Public Works. The Township acknowledges that the construction of this connection may be eligible for credits in accordance with the prevailing Development Charge By-Law.  Prior to Final Approval for Plan Registration, the Owner shall prepare detailed reconstruction plans utilizing current survey information for the above noted works to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 36. | The Owner acknowledges that final engineering design(s) may result in variations to the Plan (i.e. in the configuration of road allowances, storm water management block, pumping station block and lotting, number of lots, etc.) which may be reflected in the final plan to the satisfaction of the Director of Public Works and Director of Growth Management Services.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 37. | The Owner shall submit a Phasing Plan for the review and approval of the Director of Public Works and Director of Growth Management Services which details the order and progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/indicate:  A. the orderly development of the subject lands, together with consideration for adjacent lands and access and servicing connections thereto; and the orderly sequence of services;  B. available water and sanitary servicing capacity;  C. the timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan.  D. the first phase/stage shall include all the municipal infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the satisfaction of the Township Director of Growth Management Services. |                     |
| PUBLIC WORKS          | 38. | The Owner shall agree that a holding provision (H) has been placed on the zoning of this property. The holding   | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | provision (H) shall not be lifted until such time as confirmation has been received by the Director of Public Works that adequate downstream sanitary capacity is available for this development.  |                     |
| PUBLIC WORKS          | 39. | The Owner shall agree in the Subdivision Agreement to provide a financial contribution equal to the full life cycle cost for any dedicated Foundation Drain Collector System (third sewer pipe) required for the development. Sump pumps shall not be used for foundation drainage except where explicitly permitted and approved by the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 40. | The Owner shall agree in the Subdivision Agreement to provide engineering drawings for the construction of watermains, sanitary and storm sewage works, and storm water management works, telecommunications, electrical supply system and/or other infrastructure, as determined to be necessary by and to the satisfaction of the Director of Public Works, including approved connections to existing systems, both within and external to the draft plan of subdivision.                     | PUBLIC WORKS        |
|                       |     | The owner shall also agree that the provision of said drawings will be completed in accordance to the satisfaction of the Director of Public Works.  |                     |
| PUBLIC WORKS          | 41. | The Owner shall agree in the Subdivision Agreement to provide engineering designs for and to install provisions for broadband communications via fibre optic cable, as outlined in the current Design Criteria Manual. Said works shall be as determined by the Director of Public Works and said works shall be secured as part of the Subdivision Agreement works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 42. | The engineering drawings and designs of the above servicing works, shall address, include and make allowance for the construction of services for external lands, which rely upon or connect through the subject lands and the Owner shall agree in the Subdivision Agreement to make satisfactory arrangements with the Township so that the construction of these works is coordinated with the subdivision development, all to the satisfaction of the Director of Public Works.              | PUBLIC WORKS        |
| PUBLIC WORKS          | 43. | The Owner acknowledges that a number of issues with the subdivision servicing and grading design were identified as part of the draft plan review process. The Owner agrees to submit an updated Functional Servicing Report (FSR) to the satisfaction of the Director of Public Works which addresses all outstanding comments in advance of or as part of the first Engineering Submission for the subdivision. The report shall outline the design of storm and sanitary services, watermain, | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | stormwater management, lot grading, road geometry and grading. The FSR should also include a plan and section view of the proposed reconstructed Church Street alignment and design elements. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Director of Public Works.  |                     |
| PUBLIC WORKS          | 44. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a water system hydraulic analysis and report that will address internal and external impacts of the draft plan of subdivision on the existing water system, for the review and approval of the Director of Public Works. The Owner shall provide any updating or calibration of the Township's Water Distribution System model to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
|                       |     | The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved report and the 2020 Water Wastewater Master Plan, to the satisfaction of the Township Director of Public Works.   |                     |
| PUBLIC WORKS          | 45. | The Owner acknowledges and agrees that the need for improvements to the Township's water distribution system, if any, will be based on an updated calibrated model of the Township's Water Distribution System. Should the modeling provided indicate the need for improvements to the external system, the Owner shall contribute their share of the cost of any external upgrades to the existing water distribution system should a calibrated model indicate it is required to adequately service the water demands of the Draft Plan. The Owner shall provide the calibration of the Township's Water Distribution System model to the satisfaction of the Director of Public Works. | PUBLIC WORKS        |
| PUBLIC WORKS          | 46. | The Owner agrees that the water distribution system for this draft plan of subdivision shall be looped within this draft plan of subdivision and with the existing watermain system on the periphery of this draft plan of subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft plan of subdivision as required by the Director of Public Works.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 47. | The Owner acknowledges that the watermain connection to Roselena Drive from Church Street is to be constructed as part of the first phase in the subdivision.   | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
| PUBLIC WORKS          | 48. | The Owner shall agree that no building permits will be applied for nor issued until the Director of Public Works is satisfied that adequate access, municipal water, sanitary and storm services are available to service the development.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 49. | The Owner shall agree in the Subdivision Agreement that the services within this draft plan of subdivision shall be designed and make allowance for the future servicing and connections thereto of parcels of land abutting this draft plan of subdivision, as required by and to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 50. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a sanitary system analysis and report that will address internal and external impacts of the draft plan of subdivision on the existing sewer system, for the review and approval of the Director of Public Works. This shall include updating design sheets of the existing system based on the proposed sewage flows. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Director of Public Works at no cost to the Township. | PUBLIC WORKS        |
| PUBLIC WORKS          | 51. | The Owner acknowledges that the size and orientation of Block 53 was based on limited information and the size of the Block will be finalized at the detailed design stage once the design of sanitary pumping station which is to be located on this block is finalized.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 52. | The Owner acknowledges that it may be desirable to consider the servicing for Block 52 identified on the Draft Plan as "Other Lands Owned by Applicant" as part of the servicing design of this subdivision. The servicing design for this subdivision shall make provisions for the services required for future development of Block 52. Any servicing allowances for this Block as part of the servicing design for the overall subdivision are not to be considered an implied approval by the Township for any future development on Block 52.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 53. | The Owner acknowledges that the Township will not permit any lots in this subdivision to be serviced with sanitary grinder pumps. The sanitary pumping station proposed on Block 53 is to be constructed at the Owner's cost, and be part of phase one of this development and is to be operational prior to building permit release for the first lot in this subdivision.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 54. | The Owner acknowledges that the sanitary sewer design for<br>the first phase of the Forestbrook Development made<br>allowance for sanitary sewage flows from this phase of the   | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | development. The Township's preference is that sanitary flow from this development discharge to the originally intended sanitary sewer on Roselena Drive. The final design of this subdivision should discharge flows to the existing sanitary sewer on Roselena Drive in accordance with the initial design unless it is demonstrated to the Township's Director of Public Works that the Church Street option is more advantageous to the Township.  |                     |
| PUBLIC WORKS          | 55. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a traffic report that will address internal and external traffic impacts of the draft plan of subdivision, for the review and approval of the Director of Public Works. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Township Director of Public Works.  | FUBLIC WORKS        |
| PUBLIC WORKS          | 56. | The Owner acknowledges that the Township has recently approved the Traffic Calming Strategy (November 2020) and agrees to implement within the approved plan the recommendations as required by the Strategy. The Owner shall agree to provide the required infrastructure at the Owner's expense to the Township's satisfaction.  The Owner will also be responsible to monitor the traffic   | PUBLIC WORKS        |
|                       |     | impacts of this development on the existing portion of Roselena Drive and will be responsible to construct and maintain any traffic calming measures necessary to mitigate the impacts from this development on the existing neighboring roads to the satisfaction of the Director of Public Works. The Township acknowledges that the construction of this infrastructure may be eligible for credits in accordance with the prevailing Development Charge By-Law.  |                     |
|                       |     | The Owner also agrees to maintain the traffic calming measures within the approved plan, until the roads in this subdivision have been assumed by the Township.  |                     |
| PUBLIC WORKS          | 57. | The Owner acknowledges that the Township has recently approved the Active Transportation Strategy (October 2020) and agrees to implement those recommendations related to the subject property as approved by Council. The Owner also agrees to implement the active transportation network recommendations stipulated in the King Township 2020 Transportation Master Plan dated March 2020 in conjunction. The Owner agrees to provide the required infrastructure within the subject property at the Owner's expense to the Township's satisfaction. The Owner also agrees to maintain the active | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | transportation measures until such roads have been assumed by the Township.  |                     |
| PUBLIC WORKS          | 58. | Prior to pre-servicing or registration of the Plan, whichever comes first, the Owner will be required to prepare a detailed Stormwater Management Report in accordance with Township Design Criteria together with the necessary hydrology, specific to the proposed development, to ensure that the proposed stormwater facilities and associated infrastructure have been appropriately sized to provide the necessary storage needed to control post development flows in accordance with unit flow rates established by the LSRCA, all to the satisfaction of the Director of Public Works and LSRCA. The report should also address Low Impact Development (LID) measures including infiltration, lot level controls, conveyance controls and end of pipe controls. In addition, this report is to include a water balance analysis on a catchment and land use basis together with a mitigation strategy. The Owner shall agree in the Subdivision Agreement to carry out or cause to carry out the recommendations of the approved report  If it is determined that the pond blocks have to be increased in size, then the appropriate adjustments/revisions will need to be applied to the draft plan, all to the satisfaction of the Director of Public Works and Director of Growth Management Services. These adjustments may include changes to adjacent lots or | PUBLIC WORKS        |
| PUBLIC WORKS          | 59. | The Owner agrees convey a block of sufficient size as required to construct a drainage channel north of lot 51.  | PUBLIC WORKS        |
|                       |     | Detailed calculations are to be provided at the design stage to determine the width of Block required to be conveyed to the Township. The calculations are to be provided to the satisfaction of the Director of Public Works.   |                     |
|                       |     | The Owner also acknowledges that the retaining wall required at the north side of lot 51 is to be constructed entirely on lot 51 and will be owned and maintained by the future Owner of lot 51. The Owner will be required to provide a notice in Offers of Purchase and Sale for this lot advising perspective purchasers of this lot of the presence of the retaining wall and that the purchaser will be responsible for the ownership and maintenance of the wall.  |                     |
|                       |     | The Owner acknowledges that the size and available building area of lot 51 will be impacted by size of the channel Block required and the area of influence of the retaining wall.   |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
| PUBLIC WORKS          | 60. | The Owner acknowledges that the infiltration trenches in rear yards are discouraged by the Township. The use of infiltration trenches is to be reviewed at the detailed design stage. If LID infrastructure is constructed, the Owner shall agree in the Subdivision Agreement to provide a financial contribution equal to the full life cycle cost of any LID infrastructure constructed in the Town's right-of way.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 61. | The Owner acknowledges that the infiltration pipe proposed under the road as part of the latest draft plan submission is not desirable to the Township. The final design of the subdivision shall review alternate options which are located outside of the road allowances. If LID infrastructure is constructed, the Owner shall agree in the Subdivision Agreement to provide a financial contribution equal to the full life cycle cost of any LID infrastructure constructed in the Town's right-of way.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 62. | <ul> <li>A. The Owner shall agree to prepare a Construction Management Report to address, but not be limited to, the following issues and further agrees to undertake all recommendations outlined in the said report subject to the approval of Township Director of Public Works: <ol> <li>i. Site access and traffic controls;</li> <li>ii. Construction limits and access route;</li> <li>iii. Sediment controls;</li> <li>iv. Dust controls;</li> <li>v. Noise controls;</li> <li>vi. Vegetation protection;</li> <li>vii. Construction timing as it relates to protection of natural areas;</li> <li>viii. Well impacts from any dewatering activities;</li> <li>ix. Site stabilization.</li> </ol> </li> <li>B. Prior to any site works, servicing or construction, the Owner shall acknowledge and agree in a Subdivision Agreement and/or within a Pre-servicing Agreement that there shall be no construction access permitted from Roselena Drive.</li> </ul> | PUBLIC WORKS        |
| PUBLIC WORKS          | 63. | Prior to commencement of any site works the Owner shall post security with the Township for damage to existing roads and construction maintenance obligations.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 64. | Prior to final approval, the Owner shall submit a noise and/or vibration study, prepared by a qualified consultant for approval by the Director of Public Works for the pumping station on Block 53. The Owner shall agree in the Subdivision  | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | Agreement to implement the noise attenuation features and other recommendations of the report and to include warning clauses, as may be required therein, in the Purchase and Sale Agreements.  |                     |
| PUBLIC WORKS          | 65. | The Owner shall agree to supply and install all acoustic barriers, as recommended in the noise study as approved by the Director of Public Works, prior to occupancy of any affected dwellings in those locations as indicated on the approved construction drawings to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 66. | The Owner shall agree in the Subdivision Agreement that all lots or blocks to be left vacant shall be graded, seeded, maintained, signed and fenced if required prohibiting dumping and trespassing, all to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 67. | The Owner agrees that all lands being conveyed to the Township shall be graded for adequate drainage and seeded/sodded as required by and to the satisfaction of the Director of Public Works.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 68. | The Owner shall agree that any balance of the lands subject to later phases of development shall be maintained in accordance with the Township of King Property Standards Policies and Bylaw and that measures such as fencing be taken to ensure no unauthorized dumping, filling or access. The Owner shall agree that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 69. | The Owner shall agree in the Subdivision Agreement that prior to the initiation of grading or stripping of topsoil, the Owner shall submit an Erosion and Sedimentation Control Plan including topsoil storage plan detailing the location, size, side slopes, stabilization methods and time period, for approval by the Director of Public Works. The Owner shall agree in the Subdivision Agreement to install, inspect, and maintain the erosion and sedimentation controls until all the lots and blocks are graded, sodded and certified by the Owner's consulting engineer.  Further, the Owner shall agree in the Subdivision Agreement to propose an Environmental Sail Management Blockwith the | PUBLIC WORKS        |
|                       |     | prepare an Environmental Soil Management Plan with the objective of minimizing excess soil generated from the site, all to the satisfaction of the Director of Public Works. Further, the Owner shall agree to pay the applicable Soil Import/Export Fee in accordance with Township by-law(s), prior to Final Approval where applicable.   |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
| PUBLIC WORKS          | 70. | The Owner shall agree in the Subdivision Agreement that prior to the initiation of grading or stripping of topsoil and prior to final approval, the Owner shall submit an Environmental Site Assessment report in accordance with the "Ministry of Environment and Energy's Guidelines for Use at Contaminated Sites in Ontario, 1997", as amended. On-site sampling completed for the reports shall be conducted prior to and following completion of the rough grading of the lands. Testing may include but not be limited to surface and subsurface soil, ground water, soil vapour, plant and aquatic species sampling and testing of building materials. | PUBLIC WORKS        |
|                       |     | The Owner shall provide a certificate by a qualified professional that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the Township, meet the applicable soil and ground water criteria noted above.   |                     |
|                       |     | Should site remediation be required to meet the applicable soil and ground water criteria set out in the above Guidelines, the Owner shall submit to the Township Director of Public Works prior to final approval, a copy of the Record of Site Condition as acknowledged by the Ministry of the Environment, Conservation and Parks.   |                     |
| PUBLIC WORKS          | 71. | The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location, and along such roads, as approved by the Director of Public Works and/or Region of York and said access shall be designed in accordance with the Township Standards, to the satisfaction of the Director of Public Works.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 72. | The public highways, intersection design and temporary turning circles as required by the Township shall be designed in accordance with the Township of King's Design Criteria. Any lots affected by a temporary turning circle may be held or frozen at the sole discretion of the Director of Public Works.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 73. | The Owner shall agree in the Subdivision Agreement that prior to pre-grading, pre-servicing or registration of the Plan, whichever comes first a detailed soils investigation report shall be prepared, at the Owner's expense, by a qualified Geotechnical Engineer and submitted to the Director of Public Works for review and approval. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations of said report including pavement design   | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | structure, pipe bedding, cathodic protection, etc. for ideal and non-ideal conditions as well as the design of storm water management facilities such as ponds, buried pipes and infiltration techniques, to the satisfaction of the Director of Public Works.   |                     |
| PUBLIC WORKS          | 74. | The Owner acknowledges that the final design is to minimize the length and height of retaining walls to the extent possible. Retaining walls are to be located on private property where feasible and all maintenance costs will be the responsibility of the property owners.   | PUBLIC WORKS        |
|                       |     | The Owner will be required to provide notices in Offers of Purchase and Sale for all lots which will have retaining walls advising perspective purchasers of the presence of the retaining walls and that the purchasers will be responsible for the ownership and maintenance of the walls. Based on the information available at the time of Draft Plan Approval, the lots which are subject to this condition are 1 and 36 through 51 inclusive. It will be the Owner's responsibility to update the lots which are subject to this clause based on the final Engineering Design. |                     |
|                       |     | The Owner will also be required to provide notices in Offers of Purchase and Sale for all lots which have retaining walls advising perspective purchasers that retaining walls may present limitations on the items which may be constructed on the lots in the areas of influence of the retaining walls. Items which effect the retaining walls such as but not limited to pools, sheds, cabanas etc. may not be permitted in areas which may affect the retaining walls. Restrictive covenants may be placed on title for these lots once the final design has been completed.    |                     |
| PUBLIC WORKS          | 75. | All retaining walls in this subdivision shall be constructed of armour stone or cast in place concrete or equivalent as approved by the Director of Public Works. The walls shall be designed by a Professional Engineer, and a Professional Engineer shall review the on-site construction and provide confirmation that the walls have been constructed in accordance with the approved design. The detailed retaining wall design drawings shall be included in the Engineering Drawings for the subdivision.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 76. | The Owner acknowledges that significant modifications will be required to the lot grading design for lots 37 to 43 from the grading proposed at the time of Draft Plan Approval in order to comply with the Township's Engineering Design Criteria. Specific items that currently do not comply with the design criteria are "useable area" and downward slopes at the rear of   | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | the lots. The required modifications to the design may result in the addition of retaining walls and/or changes to the subdivision lot fabric.   |                     |
| PUBLIC WORKS          | 77. | The Owner acknowledges that the Township will require a payment for maintenance in perpetuity of any retaining walls constructed on Township property. The payment will be based on one lifecycle cost. The payment requirement will be equal to the initial cost to construct all walls which the Township will own. This cost is in addition to the initial cost to construct the walls which will be borne by the developer.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 78. | A Hydrogeological Assessment report shall be completed to the satisfaction of the Director of Public Works and the Region of York. The report shall address the wellhead protection policies of the Region of York and the requirements of the Conservation Authority.   | PUBLIC WORKS        |
|                       |     | The Owner shall agree to carry out well monitoring and any other recommendations as may be included in the Hydrogeological Assessment report to the satisfaction of the Director of Public Works and the Conservation Authority. Such monitoring shall commence and be carried out as soon as possible and in advance of the commencement of any site works.   |                     |
|                       |     | The Owner acknowledges that the Preliminary Hydrogeological Investigation Report prepared by Cole Engineering dated December 2017 submitted in support of the draft plan application was peer reviewed by R.J. Burnside & Associates. Burnside provided comments in a letter dated September 22, 2020 and Technical Memorandum dated August 2, 2020. An updated Hydrogeological Investigation addressing all outstanding Burnside comments is to be submitted as part of the first Engineering Submission for the first phase of this Subdivision. |                     |
| PUBLIC WORKS          | 79. | Prior to final approval for plan registration and prior to any earthworks proceeding on site, the Owner shall implement a ground water monitoring program to the satisfaction of the Director of Public Works.   | PUBLIC WORKS        |
|                       |     | The Owner shall agree to provide potable water to any residents whose wells are in the zone of influence of the subdivision plan which may be negatively impacted to the satisfaction of the Director of Public Works and at the Owner's sole cost, regardless of the cause of the impact(s). Said water supply shall be maintained until the source of the impact has been determined and such responsibility has been discharged   |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | to the satisfaction of the Director of Public Works or the Ministry of Environment and Climate Change.  The Owner shall agree in the Subdivision Agreement that to provide an amount as a security until final acceptance of the subdivision by the Township to ensure these obligations regarding the private wells. The amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. |                     |
| PUBLIC WORKS          | 80. | The Owner shall agree to include any applicable warning clauses for purchasers of lots, including a statement on all offers of purchase and sale advising the purchaser of same, as determined to be necessary by and to the satisfaction of the Director of Public Works and Director of Growth Management Services and identified more specifically by the Subdivision Agreement:  | PUBLIC WORKS        |
|                       |     | <ul> <li>Within the entire subdivision plan:</li> <li>"Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including but not limited to, from construction activities and arterial roads, may be of concern and occasionally interfere with some activities of the dwelling occupants."</li> </ul>  |                     |
|                       |     | "The maintenance of fencing shall not be the responsibility of the Township, or the Region of York, and shall be maintained by the Owner until assumption of the services in the Plan."  |                     |
|                       |     | <ul> <li>"Purchasers and/or tenants are advised that the proposed<br/>finished lot and/or block grading may not meet Township lot<br/>grading criteria in certain areas, to facilitate preservation of<br/>existing vegetation and to maintain existing adjacent<br/>topographical conditions."</li> </ul>   |                     |
|                       |     | <ul> <li>"Purchasers and/or tenants are advised that the planting of<br/>trees on boulevards in front of residential units is a<br/>requirement of the Township and a conceptual location<br/>Plan is included in the Subdivision Agreement. While every<br/>attempt will be made to plant trees as shown, the Township<br/>reserves the right to relocate or delete any boulevard tree<br/>without further notice."</li> </ul>  |                     |
|                       |     | "Purchasers and/or tenants are advised that the Township   |                     |

| AGENCY/<br>DEPARTMENT | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|---|---------------------|
|                       | has not imposed a "tree fee", or any other fee which may be charged as a condition of purchase, for the planting of trees. Any such fee paid by a purchaser for boulevard trees does not guarantee that a tree will be planted on the boulevard adjacent to their residential dwelling."  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that mail delivery<br/>will be provided from a community mailbox as designated<br/>by Canada Post, the location of which will be identified by<br/>the Owner prior to any home closings."</li> </ul>  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that any roads<br/>ending in a dead end or cul-de-sac may be extended in the<br/>future to facilitate development of adjacent lands, without<br/>further notice."</li> </ul>  |                     |
|                       | "Purchasers and/or tenants are advised that until final assumption of the streets in the Subdivision by the Township, maintenance is the responsibility of the Owner and the use of the streets is at the user's own risk."   |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that driveway<br/>widths and curb cut widths are governed by Township of<br/>King By-Law 2005-121, the Design Criteria Manual, and<br/>the Zoning By-law, as amended, and shall conform to<br/>such."</li> </ul>  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that public transit<br/>routes have not been determined for the area within the<br/>Plan, however, selected roads may be subject to public<br/>transit bus traffic as determined by the Regional<br/>Municipality of York."</li> </ul>  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are hereby put on notice that<br/>the Telecommunications Act and the CRTC authorize<br/>telephone and telecommunication facilities and internet<br/>service may be provided by telecommunication carriers<br/>other than traditional carriers for such services and that<br/>purchasers and tenants are advised to satisfy themselves<br/>that such carriers servicing the lands provide sufficient<br/>service and facilities to meet their needs."</li> </ul> |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that prior to the<br/>issuance of any building permits, the building is subject to<br/>an architectural control program which will direct the<br/>exterior style and design of the building and its siting, and<br/>also including accessory elements such as fences,</li> </ul>  |                     |

| AGENCY/<br>DEPARTMENT | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|--|---------------------|
|                       | porches, and other similar features".  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that the right of the<br/>Owner or the Township to enter on to any lot or block<br/>pursuant to the Subdivision Agreement must be maintained<br/>until final assumption and release of the agreement."</li> </ul>  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that blocks used<br/>for storm water management purposes shall have a<br/>detention pond detaining at times a level of water that may<br/>be dangerous to unattended children or to other persons<br/>not adequately supervised. The Purchaser acknowledges<br/>and agrees that neither the Owner nor the Township shall<br/>be responsible for providing any supervision on said block<br/>of any kind."</li> </ul>   |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that traffic calming<br/>and active transportation measures may be incorporated<br/>into the road allowances."</li> </ul>  |                     |
|                       | B) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for lots and blocks abutting and/or in proximity to open space, environmental blocks or stormwater management facilities:  |                     |
|                       | <ul> <li>"Purchasers and/or tenants are advised that the adjacent<br/>open space, woodlot or stormwater management facility<br/>may be left in a naturally vegetated condition and receive<br/>minimal maintenance. In addition, these adjacent lands are<br/>also intended to include a public walking recreational<br/>walkway/trail."</li> </ul>  |                     |
|                       | "Purchasers and/or tenants are advised that the environmental blocks of the Plan of Subdivision contain watercourses, wetlands and/or buffers and as such are advised that the natural watercourses are subject to flooding and/or levels of water that may be dangerous to unattended children or to other persons not adequately supervised. The Purchaser acknowledges and agrees that neither the Owner nor the Township shall be responsible for providing any supervision on said Block of any kind and hereby agrees to release, indemnify and save harmless the Township from any and all claims arising from the use or occupation of said Block by the Purchaser and his or her invitees." |                     |
|                       | C) The following warning clause shall be included in all Offers  |                     |

| AGENCY/<br>DEPARTMENT | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|---|---------------------|
|                       | of Purchase and Sale or Lease for lots/blocks abutting and/or in proximity to walkway blocks:   |                     |
|                       | "Purchasers and/or tenants are advised that the lot or block abuts a block to be used for a public walkway".  |                     |
|                       | D) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all lots/blocks with noise issues:  |                     |
|                       | "Purchasers and/or tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, the noise levels from increasing traffic may continue to be of concern, occasionally interfering with some activities of the occupants. This dwelling has, therefore, been equipped with forced air heating and ducting etc., as well as central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment and in compliance with the Township's criteria." |                     |
|                       | "Purchasers and/or tenants are advised of the construction of acoustic fencing. The maintenance of fencing shall not be the responsibility of the Township, or the Region of York, and shall be maintained by the Owner until assumption of the services in the Plan.   |                     |
|                       | E) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for any Blocks and/or Lots subject to site plan control approval:   |                     |
|                       | "Purchasers and/or tenants are advised that Blocks are subject to Site Plan Control Approval prior to the issuance of a building permit."   |                     |
|                       | F) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for any Blocks and/or Lots which may require retaining walls to be constructed on the lots. As a minimum the following lots are affected – lots 1 and 36 to 51 inclusive:   |                     |
|                       | "Purchasers and/or tenants are advised that a retaining wall<br>may be located on the lot. The wall will be owned by the<br>Purchaser and the Purchaser will be responsible for the<br>maintenance of the wall. The wall may present limitations on<br>the items which may be constructed on the lot in the areas of  |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | influence of the retaining wall. The construction of items which affect the retaining walls such as but not limited to pools, sheds, cabanas etc. may not be permitted in areas which may affect the retaining walls."  |                     |
| PUBLIC WORKS          | 81. | Prior to final approval, the Owner shall pay their proportionate share of the cost of any external municipal services, works, and related studies, including but not limited to road and intersection improvements, sanitary and water supply systems, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the subject plan.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 82. | If any grading, drainage, servicing or other works are required on external lands, the Owner shall submit to the Township Director of Public Works, together with the first submission of engineering drawings, written permission and other related information/agreement/ easement (as required), from the Owner of the external lands which shall allow the Owner to enter the external lands and complete the external works, as required by and to the satisfaction of the Director of Public Works.                               | PUBLIC WORKS        |
| PUBLIC WORKS          | 83. | The Owner shall agree in the Subdivision Agreement to coordinate the preparation of an overall utility coordination plan to the satisfaction of all affected authorities and the Director of Public Works. An overall utility coordination plan showing all utilities and their locations shall be approved by the various agencies prior to approval of engineering drawings by the Director of Public Works. All utilities within the road allowances are to be constructed in accordance with the approved composite utilities plan. | PUBLIC WORKS        |
| PUBLIC WORKS          | 84. | Prior to final approval, the Owner shall satisfy all technical, financial and other requirements of Hydro One Networks Inc., or its successors, regarding the design, installation, connection and/or expansion of electric distribution services, or any other related matters; the Owner shall enter into a development agreement with Hydro One Networks Inc. which addresses the foregoing requirements.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 85. | Prior to registration, arrangements shall be made to the satisfaction of the Director of Public Works for the relocation of any utilities required by the development of this plan. Further, such relocations are to be undertaken at the sole expense of the Owner.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 86. | Concurrent with registration of the Plan, easements as may be required within the plan for utility, drainage, servicing, construction, or other municipal purposes shall be granted to  | PUBLIC WORKS        |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | the appropriate authority(ies), free of all charge and encumbrance.   |                     |
| PUBLIC WORKS          | 87. | The Owner shall agree in the Subdivision Agreement that upon issuance of a building permit the Owner shall supply and install a black vinyl chain link fence, or other standard as determined by the Director of Public Works on residential lot lines adjacent to any municipally owned lands, or as otherwise shown in other locations on the approved construction drawings, all to the satisfaction of the Director of Public Works.  | PUBLIC WORKS        |
| PUBLIC WORKS          | 88. | <ul> <li>The Owner shall agree, as part of the waste diversion program to:</li> <li>A. pay to the Township the costs for the waste/recycling containers and to provide said containers to the purchasers at the same cost as paid to the Township;</li> <li>B. notify the Director of Public Works four weeks prior to unit occupancy to arrange an appointment to collect the waste/recycling containers by the Owner;</li> <li>C. deliver the said containers and educational materials to each home on or before the closing date for the sale of the dwelling.</li> </ul> | PUBLIC WORKS        |
| PUBLIC WORKS          | 89. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a preconstruction condition survey regarding the structural status of dwellings adjacent to the subject lands or along the servicing route for the review and approval of the Director of Public Works.   | PUBLIC WORKS        |
| PUBLIC WORKS          | 90. | The Owner agrees to design, purchase materials and install a street lighting system, compatible with the existing and/or proposed systems in surrounding plans, all in accordance with Township standards and specifications. The Owner further agrees as part of detail design, to confirm that street/boulevard lighting shall be shielded and directed downwards to minimize light pollution.  | PUBLIC WORKS        |
| FIRE<br>DEPARTMENT    | 91. | The Owner shall satisfy the Fire Chief with respect to, without limiting the foregoing, building construction, including fire-breaks, access during construction, house numbering and on-site water, and other similar and/or related provisions in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall agree to clearly identify all fire break lots with a marking system approved by the Fire Chief, so as to be visible from the street.  | FIRE DEPT           |
| FIRE<br>DEPARTMENT    | 92. | The Owner covenants and agrees that open air burning shall be subject to By-law 2015-109. Failure to comply with this by-law will result in a fee being applied based on the prevailing   | FIRE DEPT           |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | Fees and Charges By-law and may result in a charge being laid, as set out in the Fire Protection and Prevention Act, 1997 as amended.   |                     |
| FIRE<br>DEPARTMENT    | 93. | The Owner covenants and agrees to maintain Fire Protection and Access ensuring that construction material and equipment not be stored on the streets.   | FIRE DEPT           |
| FIRE<br>DEPARTMENT    | 94. | The Owner shall agree to test the fire hydrants for their rated capacities in conformance with NFPA 291, "Fire Flow Testing and Marking of Hydrants", and based on those findings shall colour code the hydrants in conformance with NFPA 291 so as to provide identification by responding fire crews as to the capabilities of the fire hydrants.                                       | FIRE DEPT           |
| FIRE<br>DEPARTMENT    | 95. | The Owner shall satisfy the Fire Chief with respect to the following:  A. Building construction will fall under our Chief Building Official. However, if unsafe practices/concerns are identified by our municipal fire service, these matters will be forwarded to the AHJ (Building Department) in order to action;   | FIRE DEPT           |
|                       |     | B. Fire & Emergency Services will also contact the Ministry of Labour and report all unsafe practices that are identified during inspections;   |                     |
|                       |     | C. Fire breaks will be established prior to building permits being issued. This process needs to take place in lock-step with the applicant, Public Works and Fire & Emergency Services. Spatial separations will also be identified with the assistance of the Building Department. Lot numbers will be required along with the identified fire breaks – "FB" on foundation and/or sign; |                     |
|                       |     | D. Access during construction shall be maintained under all climatic conditions ensuring access for the Tri-services and/or Ministry of Labour;   |                     |
|                       |     | E. Access during construction, recommending two points of access into this development. Consideration to be given to create an Emergency Access Route from Roselena Drive for the Tri-services;   |                     |
|                       |     | F. On-site water: The 90m condition relating to fire protection   |                     |

| AGENCY/<br>DEPARTMENT | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|--|---------------------|
|                       | (fire hydrants) will be enforced;  |                     |
|                       | G. Requesting additional fire hydrants along the proposed road extension as only three are identified and requires at least two more. This shall be confirmed through Public Works design criteria;                  |                     |
|                       | H. Hydrants are to be installed to Township criteria meeting NFPA c/w with appropriate colour identifier regarding flow rate;  |                     |
|                       | <ol> <li>Proposed System Pressure – 5.2.1 needs to be confirmed<br/>that the 7,000 LPM flow rate is being reached. Please refer<br/>to Appendix B Watermain System Map – Hydrant flow tests<br/>#1 and 2;</li> </ol> |                     |
|                       | J. Trenching during infrastructure installation recommending trench boxes during works as Type 3 and 4 soil conditions identified;   |                     |
|                       | K. On street parking (opposite of fire hydrants, etc.) for<br>construction vans, etc. will to be enforced by Building and<br>Fire Officials;   |                     |
|                       | L. No aggregates/building materials stored on the roadway effecting emergency access;  |                     |
|                       | M. 20lb multi-purpose fire extinguishers to be placed on the<br>utility poles in front of the homes that are under<br>construction; the Subdivision agreement shall include this<br>condition;                       |                     |
|                       | N. Initial road construction needs to be able to support the weight of emergency vehicles;   |                     |
|                       | O. Post construction, the roadway shall be able to support the weight of an emergency vehicle in the event of an emergency situation. Owner to refer to OBC 3.2.5.6. for best practices;                             |                     |
|                       | P. Post construction, the roadway shall be maintained in order to provide fire department access in all climatic conditions;   |                     |
|                       | Q. Overhead clearance(s) not less than 5 metres (Re: low   |                     |

| AGENCY/<br>DEPARTMENT | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|--|---------------------|
|                       | lying branches, overhead wires, etc.) shall be maintained;   |                     |
|                       | R. Once the homes are built, they will need to be clearly marked/ identified from the roadway. Illuminated house numbers should be considered;   |                     |
|                       | S. Recommend that the interconnected smoke alarms be installed throughout the proposed homes and are monitored by a professional monitoring company that will contact the Fire Department upon activation of the system; |                     |
|                       | T. Recommending that early detection be installed in the garage areas;   |                     |
|                       | U. Recommending that the builder consider installing an engineered residential sprinkler system throughout the proposed homes;   |                     |
|                       | V. Recommending that the builder consider installing multiple 5lb multi-purpose fire extinguishers – one in the garage, and one (1) in the mudroom area;   |                     |
|                       | W. Carbon monoxide alarms shall be installed in the house (Re: Mandatory in all Ontario homes);  |                     |
|                       | <ul> <li>X. Smoke alarms shall be installed as per the building code<br/>including all bedrooms areas;</li> </ul>  |                     |
|                       | Y. Recommending a smoke alarm be installed in the laundry room(s);   |                     |
|                       | Z. The burning of construction materials/waste is not<br>permitted both during and after the construction<br>phase. Failure to adhere to the Open Air Burning Bylaw<br>will result in an invoice for services;           |                     |
|                       | AA.That all appropriate permits are obtained prior to the construction phase;  |                     |
|                       | BB.That all construction waste be disposed of by a recognized means;   |                     |
|                       | CC. If hot work is being performed (welding/cutting torches), a multi-purpose fire extinguisher needs to be on hand. All hot work areas need to be monitored after the work is   |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | completed in order to prevent a fire. Site super to be aware of all hot work taking place;  DD. Recommend that the builder speak with our fire inspectors and seek further advice on Fire & Life Safety matters (best practices).  |                     |
| REGION OF<br>YORK     | 96. | Conditions to be Satisfied Prior to Final Approval   | REGION              |
|                       |     | That Prior to final approval, 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 Township of King:  |                     |
|                       |     | <ul> <li>a. A copy of the Township Council resolution confirming that the Township of King has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof;</li> <li>b. A copy of an email confirmation by a Township of King staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.</li> </ul> |                     |
|                       |     | The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management branch for record.  |                     |
|                       |     | The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.   |                     |
|                       |     | The Owner shall enter into an agreement with York Region agreeing to satisfy all conditions, financial and otherwise, of Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional Development charges, or any thereof, are payable.   |                     |
|                       |     | The Regional Corporate Services Department shall advise that Conditions 1 to 5 inclusive, have been satisfied.   |                     |

| AGENCY/<br>DEPARTMENT                                  |     | CONDITION  | CLEARANCE<br>AGENCY |
|--|-----|--|---------------------|
|  |     |  |                     |
| LAKE SIMCOE<br>AND REGION<br>CONSERVATION<br>AUTHORITY | 97. | A. That this draft plan of subdivision be subject to red-line revision(s) in order to meet the requirements of LSRCA's conditions of draft plan approval (Conditions 2 through 22 inclusive) if necessary, to the satisfaction of the LSRCA.   | LSRCA               |
|  |     | B. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Township of King:   |                     |
|  |     | i) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan; ii) A detailed erosion and sediment control plan; iii) A detailed grading and drainage plan; iv) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan if |                     |
|  |     | applicable; v) A Detailed Geotechnical Report for the proposed Stormwater Pond; vi) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014);   |                     |
|  |     | C. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:   |                     |
|  |     | i) Detailed Hydrogeological Report / Water Balance;<br>ii) Compensatory Measures if required.  |                     |
|  |     | <ul> <li>D. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy: <ol> <li>i) Phosphorus budget;</li> <li>ii) Compensatory measures if required.</li> </ol> </li> </ul>   |                     |
|  |     | E. Prior to final plan approval, the Owner shall prepare a detailed SWM Pond design to the satisfaction of the LSRCA. This will include compensation for the loss of the   |                     |

| AGENCY/<br>DEPARTMENT | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|--|---------------------|
|                       | wetland areas and also the partial conversion of an existing pond to a more naturalized and stable state. This detailed design will minimize the size and area of Block 58 (SWM Pond) and will maximize or increase the size and extent of Block 55 and/or Block 54 as red-line revisions to the Draft Approved Plan. Additionally, (Part of Block 52) with a land area of 0.11 ha will be designated for wetland compensation. The final result will ensure that the area of the wetland features on the subject property is greater than the area of the SWM Pond. |                     |
|                       | F. That prior to final plan approval and any major site<br>alteration, a trails impact study shall be prepared to the<br>satisfaction of the LSRCA.  |                     |
|                       | G. That prior to final plan approval, an edge management plan for the newly created forest edge shall be prepared to the satisfaction of the LSRCA and municipality demonstrating, among other matters, the means to address sunscald, wind-throw, and invasive species.   |                     |
|                       | H. That prior to final plan approval or any major site alteration<br>a restoration planting plan for compensation areas for the<br>natural heritage features shall be prepared to the<br>satisfaction of the LSRCA.  |                     |
|                       | <ol> <li>That the Owner shall agree in the Subdivision Agreement<br/>that the removal of the berm will be completed in concert<br/>with any major site alteration (e.g. rough grading, topsoil<br/>stripping).</li> </ol>  |                     |
|                       | J. Prior to final plan approval, a detailed water balance shall be prepared to the satisfaction of the LSRCA demonstrating that there will be no negative impacts on the wetland, watercourse, and woodland, in accordance with Designated Policies 4.8 and 6.40 of the Lake Simcoe Protection Plan.   |                     |
|                       | K. That prior to final plan approval, the owner shall successfully apply and amend the Zoning By-Law by zoning Blocks 54-57 Environmental Protection (EP).   |                     |
|                       | L. That the owner shall agree in the Subdivision Agreement to<br>dedicate and transfer the environmentally significant areas<br>located in Blocks 54-57 to a public authority (e.g.<br>municipality).  |                     |

| AGENCY/<br>DEPARTMENT | CONDITION CLEARANC AGENCY   | Έ |
|-----------------------|---|---|
|                       | M. That the owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Township of King.   |   |
|                       | N. That the owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Township of King.                                   |   |
|                       | O. That the owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading. |   |
|                       | P. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Township of King.   |   |
|                       | Q. That prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the Conservation Authorities Act.  |   |
|                       | R. That the owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20bDP of the Lake Simcoe Protection Plan.  |   |
|                       | S. That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the Conservation Authorities Act.  |   |
|                       | T. That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.  |   |
|                       | U. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgments, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and   |   |

| AGENCY/<br>DEPARTMENT |     | CONDITION   | CLEARANCE<br>AGENCY |
|-----------------------|-----|---|---------------------|
|                       |     | people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.   |                     |
|                       |     | Final Approvals   |                     |
|                       |     | V. That prior to the registration of this plan or any phase thereof, the LSRCA will require the following prior to the issuance of a clearance letter:  |                     |
|                       |     | <ul> <li>i. A copy of the executed subdivision agreement;</li> <li>ii. A copy of the draft M-Plan.</li> <li>iii. A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.</li> </ul>   |                     |
| CANADA POST           | 98. | In order to provide mail service to this development, Canada Post requests that the owner/developer comply with the following conditions:   | CANADA POST         |
|                       |     | A. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.   |                     |
|                       |     | B. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.  |                     |
|                       |     | C. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.  |                     |
|                       |     | D. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be |                     |

| AGENCY/<br>DEPARTMENT |     | CONDITION  | CLEARANCE<br>AGENCY |
|-----------------------|-----|--|---------------------|
|                       |     | required to be prepared a minimum of 30 days prior to the date of first occupancy.   |                     |
|                       |     | E. The owner/developer will communicate to Canada Post the<br>excavation date for the first foundation (or first phase) as<br>well as the expected date of first occupancy.  |                     |
|                       |     | F. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser/tenants that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners/tenants of any established easements granted to Canada Post. |                     |
|                       |     | G. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.   |                     |
|                       |     | H. Canada Post further requests the owner/developer be<br>notified of the following:   |                     |
|                       |     | <ul> <li>i. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.</li> <li>ii. There will be no more than one mail delivery point to each unique address assigned by the Municipality.</li> <li>iii. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.</li> </ul>            |                     |
|                       |     | The complete guide to Canada Post's Delivery Standards can be found at:  |                     |
|                       |     | https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanualen.pdf   |                     |
| ENBRIDGE GAS          | 99. | This response does not constitute a pipe locate or clearance for construction.   | ENBRIDGE GAS        |
|                       |     | The applicant shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.   |                     |

| AGENCY/<br>DEPARTMENT         |      | CONDITION  | CLEARANCE<br>AGENCY           |
|-------------------------------|------|--|-------------------------------|
|                               |      | If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.  In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.  The applicant will contact Enbridge Gas Distribution'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.  The applicant will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.  Enbridge Gas Distribution reserves the right to amend or remove development conditions. |                               |
| BELL CANADA/ TELECOM PROVIDER | 100. | The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada/telecom provider, that it will grant to Bell Canada/telecom provider any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada/telecom facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements".  We hereby advise the Developer to contact Bell Canada/telecom provider during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.  The Developer shall ensure that the development is serviced with communication/ telecommunication infrastructure. In fact, the 2014 Provincial Policy Statement (PPS) requires the development of coordinated, efficient and cost-effective infrastructure, including telecommunications systems (Section 1.6.1).                                   | BELL CANADA/ TELECOM PROVIDER |

| AGENCY/<br>DEPARTMENT               |    | CONDITION   | CLEARANCE<br>AGENCY |
|-------------------------------------|----|---|---------------------|
|                                     |    | The Developer is hereby advised that prior to commencing any work, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.  |                     |
|                                     |    | If the Developer elects not to pay for the above noted connection, then the Developer will be required to demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).  |                     |
| SUMMARY/<br>CLEARANCE<br>CONDITIONS | 1. | Prior to signing the final plan the Township Director of Growth Management Services shall be advised that all Conditions have been carried out to the satisfaction of the relevant agencies, as noted below, and that a brief but complete statement detailing how each Condition has been satisfied has been provided.   | PLANNING            |
| TOWNSHIP                            | 2. | <ul> <li>A. Director of Growth Management Services shall advise that Conditions 1, 2, 3, 5, 6, 7 to 23 inclusive, 25 and 28 have been satisfied.</li> <li>B. Director of Public Works shall advise that Conditions 1, 2, 4, 31, 32 to 90 inclusive have been satisfied.</li> <li>C. Director of Community Services shall advise that Conditions 1, 29 and 30 have been satisfied.</li> <li>D. Township Clerk shall advise that Conditions 26 and 27 have been satisfied.</li> </ul> | TOWNSHIP OF<br>KING |
|                                     |    | <ul><li>E. Director of Finance shall advise that Condition 24 has been satisfied.</li><li>F. Township Fire Chief shall advise that Conditions 91 to 95 inclusive have been satisfied.</li></ul>   |                     |
| LSRCA                               | 3. | Lake Simcoe and Region Conservation Authority shall advise that Conditions 1 and 97 have been satisfied.  | LSRCA               |

| AGENCY/<br>DEPARTMENT          |    | CONDITION   | CLEARANCE<br>AGENCY |
|--------------------------------|----|---|---------------------|
| REGION OF<br>YORK              | 4. | Region of York shall advise that Condition 96 has been satisfied.                       | REGION OF<br>YORK   |
| CANADA POST                    | 5. | Canada Post shall advise that Condition 98 has been satisfied.                          | CANADA POST         |
| ENBRIDGE                       | 6. | Enbridge Gas shall advise that Condition 99 has been satisfied.                         | ENBRIDGE GAS        |
| TELECOM<br>SERVICE<br>PROVIDER | 7. | Telecommunication Service Provider shall advise that Condition 100 have been satisfied. | TELECOM<br>PROVIDER |

## Notes:

1. In the event that the Draft Approved Plan is not Registered within three (3) years from the date which Draft Approval by the Township becomes final, the draft approval may lapse at the discretion of the Township but may be extended by the Township subject to any revisions to the draft conditions determined appropriate by the Township in consultation with the Region of York and other agencies.