

## CONDITIONS OF DRAFT PLAN APPROVAL

**File:** 19T-12K01

**Subject:** Phase 3 of Draft Plan of Subdivision  
*Via Moto (Fandor Homes)*

| AGENCY/<br>DEPARTMENT   | CONDITION  | CLEARANCE<br>AGENCY                    |
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| GROWTH<br>MANAGEMENT<br>SERVICES                                | 1. The Plan shall relate to the draft plan of subdivision, prepared by MHBC Planning, File No. 1037F, dated August 20, 2024.   | PLANNING<br>DIVISION                   |
| GROWTH<br>MANAGEMENT<br>SERVICES                                | 2. The Owner shall acknowledge and agree that only Phase 3 of the Draft Plan will receive a <i>Notice of Draft Plan Approval</i> and that any future Phase of the Draft Plan will require a clearance of certain conditions, all of which will be addressed in the Subdivision Agreement.  | PLANNING<br>DIVISION                   |
| GROWTH<br>MANAGEMENT<br>SERVICES;<br>PUBLIC WORKS<br>DEPARTMENT | 3. The Owner shall convey the following lands, without monetary consideration and free from all encumbrances, upon confirmation, to the satisfaction of the Township and Region of York, that the lands have been remediated and are suitable for the intended use:<br>a) Block 48 for open space purposes to the Township.  | PLANNING<br>DIVISION & PUBLIC<br>WORKS |
| GROWTH<br>MANAGEMENT<br>SERVICES;<br>PUBLIC WORKS<br>DEPARTMENT | 4. 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 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, environmental 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 and Township Director of Growth Management Services, payment of development charges, the provision of roads and municipal services, landscaping and fencing. | PUBLIC WORKS                           |

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|   |    | The Owner shall also agree in the Subdivision Agreement to comply with all of the financial, legal, environmental, and engineering requirements as adopted by Council for the Township of King.   |                                  |
| PUBLIC WORKS DEPARTMENT                     | 5. | 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                     |
| GROWTH MANAGEMENT SERVICES;<br>PUBLIC WORKS | 6. | 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, 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 DIVISION & PUBLIC WORKS |
| GROWTH MANAGEMENT SERVICES                  | 7. | 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 date of payment.   | PLANNING DIVISION                |
| GROWTH MANAGEMENT SERVICES;<br>PUBLIC WORKS | 8. | The road allowances included within this draft plan of subdivision shall be considered as public highways without monetary consideration and free from all encumbrances. Road widenings, daylight triangles, walkway blocks, environmental and buffer flocks, and parking blocks and 0.3 metre 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.  | PUBLIC WORKS                     |
| GROWTH MANAGEMENT SERVICES;<br>PUBLIC WORKS | 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 the development of  | PUBLIC WORKS                     |

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|   |     | <p>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.</p> <p>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.</p>   |                   |
| GROWTH MANAGEMENT SERVICES                  | 10. | Prior to Final Approval the Director of Growth Management Services shall be satisfied that the Region of York has confirmed adequate water supply and sanitary sewage treatment facility and related infrastructure capacities are available for the proposed development.   | PLANNING DIVISION |
| GROWTH MANAGEMENT SERVICES                  | 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 in any phase of the development proposed within the draft plan of subdivision.   | PLANNING DIVISION |
| GROWTH MANAGEMENT SERVICES                  | 12. | The Owner shall agree in the Subdivision Agreement to save harmless the Township and Region of York from any claim or action as a result of water or sanitary servicing not being available when anticipated.  | PLANNING DIVISION |
| GROWTH MANAGEMENT SERVICES;<br>PUBLIC WORKS | 13. | <p>The Owner shall agree in the Subdivision Agreement that in the event 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.</p> <p>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.</p> | PLANNING DIVISION |

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| GROWTH<br>MANAGEMENT<br>SERVICES;<br>PUBLIC WORKS | 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, and reports provided during the review of the draft plan of subdivision and detailed design, as required by and to the satisfaction of the Director of Growth Management Services and the Director of Public Works.  | PUBLIC WORKS                           |
| GROWTH<br>MANAGEMENT<br>SERVICES                  | 15. | <p>That the lands within this phase of draft plan of subdivision are subject to the provisions of Zoning By-laws 2017-08 and 2017-09 that were passed under the Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended.</p> <p>Further that the lands within this phase of draft plan of subdivision are subject to the “Holding” provisions of the implementing By-laws 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, noise attenuation measures, access, site remediation, and other matters as necessary.</p>             | PLANNING<br>DIVISION                   |
| PLANNING<br>DIVISION;<br>PUBLIC WORKS             | 16. | <p>The Owner shall 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 the applicable easements, right-of-way’s, etc. all to the satisfaction of the Director of Public Works and 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.</p> <p>Prior to the registration of the plan the Owner’s surveyor shall submit to the Director of Public Works horizontal co-ordinates of all boundary monuments for the approved plan of subdivision.</p> | PLANNING<br>DIVISION & PUBLIC<br>WORKS |
| GROWTH<br>MANAGEMENT<br>SERVICES                  | 17. | 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’s 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<br>DIVISION                   |

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| GROWTH MANAGEMENT SERVICES | 18. | 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 DIVISION |
| GROWTH MANAGEMENT SERVICES | 19. | <p>Prior to final approval, or the release of building permits and prior to the registration of the Plan, whichever occurs first, confirmation will be provided that the development is consistent with the architectural control guidelines that are applicable to the entire draft plan to the satisfaction of the Director of Growth Management Services. The Owner shall agree in the Subdivision Agreement that:</p> <ul style="list-style-type: none"> <li>a) A Control Architect satisfactory to the Township shall be retained at the cost of the Owner to ensure that all development proceeds in accordance with the approved architectural control design guidelines;</li> <li>b) That 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;</li> <li>c) That the Township may undertake periodic reviews to ensure compliance with the architectural control guidelines; should inadequate enforcement be evident, the Township may cease to accept drawings stamped by the Control Architect and may retain another Control Architect at the expense of the Owner.</li> </ul> | PLANNING DIVISION |
| GROWTH MANAGEMENT SERVICES | 20. | The Owner shall agree in the Subdivision Agreement to implement the recommendations and requirements of the Urban Design Guidelines for the draft plan at no cost to the municipality.   | PLANNING DIVISION |
| GROWTH MANAGEMENT SERVICES | 21. | Prior to final approval, the Owner shall submit an Urban Design Guidelines 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 Via Moto Urban Design & Architectural Control Guidelines document, prepared by MHBC, dated October 2016 and shall be revised to address any   | PLANNING DIVISION |

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|   |            | <p>comments provided by the Township to the satisfaction of the Director of Planning, including:</p> <ul style="list-style-type: none"> <li>• 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>• co-ordination of the urban design/streetscape elements as they relate to all streets within the Plan including entrance features and medians;</li> <li>• landscaping including fencing, gateway features and typical cross-sections required to determine appropriate locations for buffer landscaping.</li> <li>• the appropriate landscape treatment and configuration for the stormwater management pond and landscaping &amp; walkways within environmental buffers.</li> <li>• The location and paving treatment of community mail boxes.</li> <li>• 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>• 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>• a Streetscape Plan which shall address boulevard trees, fencing, entrance features and greenway corridors.</li> </ul> |                              |
| <p>GROWTH<br/>MANAGEMENT<br/>SERVICES</p> | <p>22.</p> | <p>The Owner shall cause the following information to be displayed on the interior wall of the sales office, information approved by the Director of Growth Management Services, prior to offering any units for sale, to be monitored periodically by the Township. No building permit shall be issues for a sales office or a model home, or a residential unit until such information is approved by the Director of Growth Management Services.</p> <ol style="list-style-type: none"> <li>a) The plan for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines, etc.</li> <li>b) The location of street utilities, community mailboxes, entrance features, fencing and noise attenuation measures, together with the sidewalk plan.</li> </ol>  | <p>PLANNING<br/>DIVISION</p> |

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|                                 |     | <p>c) The location of parks, open space, stormwater management facilities and trails.</p> <p>d) The location of institutional uses, including schools, places of worship and community facilities.</p> <p>e) The location and type of commercial sites.</p> <p>f) Colour-coded residential location map for singles, semis, multiples and apartment units.</p> <p>g) The following statement on the plan/map: “This map is based on information available as of (<u>date of map</u>), and may be revised or updated without notification to purchasers.” (In such circumstances, the Owner is responsible for updating the map and forwarding it on to the Township for verification.)</p> <p>h) Until the plan is registered the following information must also be shown in <b>BOLD CAPITAL TYPE</b>:</p> <p style="padding-left: 40px;">“THE PLAN OF SUBDIVISION IS NOT YET REGISTERED;</p> <p style="padding-left: 40px;">THE CONSTRUCTION OF HOMES CANNOT COMMENCE UNTIL AFTER REGISTRATION AND THE ISSUING OF BUILDING PERMITS (EXCLUDING MODEL HOMES);</p> <p style="padding-left: 40px;">THAT NOTWITHSTANDING THE EXPECTATIONS OF THE VENDORS AND PURCHASERS 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.”</p> <p>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.</p> |                               |
| FINANCE;<br>COMMUNITY SERVICES; | 23. | The Owner shall convey such lands to the Township as may be required for park or other recreational purposes in accordance with the Township’s By-law #2016-10 (or successor). Lands to be conveyed for park or other  | FINANCE;<br>PLANNING DIVISION |

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| GROWTH<br>MANAGEMENT<br>SERVICES                           |     | recreational purpose shall be in a physical condition that is satisfactory to the Township.<br><br>In the alternative, and at the sole discretion of the Township, the Owner shall pay to the Township such amounts as may be required as cash-in-lieu of the conveyance of lands for park or public recreational purposes in accordance with By-law #2016-10 (or successor).   |                       |
| COMMUNITY<br>SERVICES;<br>GROWTH<br>MANAGEMENT<br>SERVICES | 24. | The Owner shall agree in the Subdivision Agreement that any over-dedication of lands for park purposes or combination of payment of cash-in-lieu/over-dedication of lands made by the Owner shall not be subject to credit, reimbursement or compensation to the Owner and the Owner hereby expressly waives and disclaims any entitlement to credit, reimbursement or compensation unless otherwise expressly provided for in this Agreement.  | COMMUNITY<br>SERVICES |
| COMMUNITY<br>SERVICES;<br>GROWTH<br>MANAGEMENT<br>SERVICES | 25. | In accordance with By-Law #2016-10 (or successor), the conveyance of certain lands shall not be considered a conveyance of lands for park or other recreational purposes. These include natural heritage features, hydrologically sensitive features, associated vegetation protection zones/buffer areas, utility rights-of-way or easements, railway corridors, stormwater management facilities, remnant vista parcels and pedestrian pathways, and lands unsuitable for park or other public recreational purposes due to size, configuration, road frontage, topography, soil condition or other like matters, as determined by the Township. If such lands are conveyed to the Township or other public agency, they shall not constitute any part of lands for park or other recreational purposes and shall not be eligible for any compensation, credit or reimbursement by the Township or other public agency. | COMMUNITY<br>SERVICES |
| COMMUNITY<br>SERVICES;<br>GROWTH<br>MANAGEMENT<br>SERVICES | 26. | The Owner shall agree in the Subdivision Agreement, unless already satisfied through an earlier phase, to construct a pedestrian connection between Blocks 16 and 18 and provide the necessary design and plans to the satisfaction of the Township of King and the Toronto and Region Conservation Authority.  | COMMUNITY<br>SERVICES |



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|   |     | The Owner shall further agree that Block 16 will only be considered part of the required parkland dedication if a pedestrian connection between Block 16 and Block 18 is provided, to the satisfaction of the Township of King.   |                   |
| GROWTH MANAGEMENT SERVICES                        | 27. | 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, future roads, future residential, and ICI, 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 DIVISION |
| GROWTH MANAGEMENT SERVICES;<br>FINANCE DEPARTMENT | 28. | <p>The owner shall agree with the Township, in the subdivision agreement(s), and within an Agreement(s) pursuant to Section 37 of the Planning Act, which shall be registered on title, unless already satisfied through a previous phase of the subdivision, to the satisfaction of the Director of Growth Management Services, to:</p> <ul style="list-style-type: none"> <li>a) Provide a non-reimbursable contribution of \$2,150,000.00 (representing 50 lots/units x \$43,000), indexed annually commencing September 1, 2006 in accordance with the prescribed index in the Development Charges Act, to the Township for the construction of the non-growth component of the Nobleton local sewage collection system which benefits the existing residents but the Township shall be entitled, in its sole and absolute discretion, to use the contribution, in whole or in part, for any other purpose which it may determine. This contribution shall be paid to the Township upon execution of the subdivision agreement in respect of the development of the Lands;</li> <li>b) Provide a contribution of \$427.00 per residential unit for all unit types, payable prior to issuance of building permits (indexed in accordance with the Township's Development Charges By-law) for recreation and parks purposes in Nobleton to make up for the 10% mandatory deduction to this component;</li> <li>c) Provide a contribution of \$51,250.00 (representing 50 lots/units x \$1,025) to the Township as an additional contribution for recreation and parks purposes in Nobleton, payable prior to issuance of building permits;</li> </ul> | PLANNING DIVISION |

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|                            |     | <p>d) Provide a cash contribution to the Township equal to 17.7% of the fair market value of a serviced 15 metre wide residential lot that will be used and contributed for a charity or organization (i.e. Habitat for Humanity) that will benefit Nobleton. The monies shall be paid to Township no later than the issuance of the final building permit for lots within the first phase of a plan of subdivision on the lands; and,</p> <p>e) Prepare and implement Architectural Control Guidelines by a control architect selected in conjunction with the Township, all at no cost to the Township and without reimbursement from the Township. Such Guidelines will be reviewed and updated, as necessary, on a phase-by-phase basis.</p> |                   |
| CORPORATE SERVICES         | 29. | 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 to the Clerk for approval by Council.   | CLERK             |
| CORPORATE SERVICES         | 30. | That the Owner shall 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             |
| GROWTH MANAGEMENT SERVICES | 31. | 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 Township policy and shall fulfill relevant conditions of the said model home agreement prior to the issuance of any building permit.  | PLANNING DIVISION |
| PUBLIC WORKS               | 32. | 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. based on the policy as approved by the Council of the Township, to the satisfaction of the Director of Public Works.   | PUBLIC WORKS      |

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| PUBLIC WORKS | 33. | <p>The Owner shall provide a tree assessment including an inventory of all existing trees, 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.</p> <p>New tree plantings shall be large 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).</p> <p>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 as determined by the Director of Growth Management Services and the Director of Public Works.</p> <p>The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Tree Preservation Plan and Report.</p> | PUBLIC WORKS |
| PUBLIC WORKS | 34. | <p>The Owner shall agree in the Subdivision Agreement to construct a municipal sidewalk along King Road for the entire frontage of the lands associated with Plan 19T-12K01 and to connect to the existing sidewalk, to the satisfaction of the Director of Public Works.</p>  | PUBLIC WORKS |
| PUBLIC WORKS | 35. | <p>The Owner acknowledges that the final engineering design(s) may result in variations to the Plan (i.e. the configuration of road allowances, Stormwater management block, lotting, number of lots, etc.) which may be reflected in the final plan to the satisfaction of the Director of Growth Management Services and the Director of Public Works.</p>   | PUBLIC WORKS |
| PUBLIC WORKS | 36. | <p>The Owner shall provide a revised Phasing Plan detailing completed works and future works for the review and approval of the Director of Public Works and the Director of Growth Management Services which details the order and</p>  | PUBLIC WORKS |

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|              |     | <p>progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/indicate:</p> <ul style="list-style-type: none"> <li>i. 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;</li> <li>ii. Available water and sanitary servicing capacity;</li> <li>iii. The timing of the constructed of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan;</li> <li>iv. Confirmation that the first phase included all the municipal infrastructure and municipal blocks, and more specifically, that it included 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 Director of Growth Management Services.</li> </ul> |              |
| PUBLIC WORKS | 37. | The Owner shall agree in the Subdivision Agreement to provide a financial contribution equal to the full life cycle cost of 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 | 38. | The Owner shall agree in the Subdivision Agreement to provide engineering drawings for the construction of watermains, sanitary and storm sewage works, and stormwater 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 with and external to the draft plan of subdivision. Further, the Owner shall agree that the roads and services for the entire development site will be provided from the onset of the design and that temporary limits that match the phasing (based on available allocation) will be clearly indicated thereon.  | PUBLIC WORKS |

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|              |     | The Owner shall also agree that the provision of said drawings will be completed in accordance with the guidelines for CAD drawings as specified by the Region of York.  |              |
| PUBLIC WORKS | 39. | The Owner shall agree in the Subdivision Agreement to provide asset information in tabular form to enable entry of data into the Township GIS system. All asset information shall be provided as determined by and to the satisfaction of the Director.  | PUBLIC WORKS |
| PUBLIC WORKS | 40. | 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 required by resolution of Council and 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.  | PUBLIC WORKS |
| PUBLIC WORKS | 41. | 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 up or connect through the subject lands. 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 | 42. | Prior to final approval the Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a Functional Servicing Report in accordance with the requirements of the Township of King Design Criteria (as amended) for the review and approval of the Township of King. 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 |
| PUBLIC WORKS | 43. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Engineering, Public Works and Building 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  | PUBLIC WORKS |

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|              |     | <p>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.</p> <p>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.</p>   |              |
| PUBLIC WORKS | 44. | 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 modelling 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.  | PUBLIC WORKS |
| PUBLIC WORKS | 45. | The Owner agrees that the water distribution system for this draft plan of subdivision shall be looped within this draft plan of subdivision, and within the existing watermain system on the periphery of this draft plan of subdivision as necessary, as required by the Director of Public Works.   | PUBLIC WORKS |
| PUBLIC WORKS | 46. | The Owner shall agree that no building permits will be applied for nor issued until the Director of Public Works and the Director of Growth Management Services are satisfied that adequate vehicular access, municipal water, sanitary and storm services are available to service the development.   | PUBLIC WORKS |
| PUBLIC WORKS | 47. | The Owner shall have a prepared by a qualified professional 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 |

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| PUBLIC WORKS | 48. | The Owner shall have prepared by a qualified professional and to the satisfaction of the Director of Public Works a traffic assessment report(s) 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, in the recommendations set out in the approved report, to the satisfaction of the Director of Public Works.   | PUBLIC WORKS |
| PUBLIC WORKS | 49. | <p>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 Conservation Authority, all to the satisfaction of the Director of Engineering, Public Works and Building and Conservation Authority. The report should also address Low Impact Development (LID) measures including infiltration, lot level controls, conveyance controls and water balance analysis.</p> <p>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 Engineering, Public Works and Building. These adjustments may include changes to adjacent lots or blocks.</p> <p>The Owner shall agree in the Subdivision Agreement to carry out or cause to carry out the recommendations of the approved SWM report.</p> | PUBLIC WORKS |
| PUBLIC WORKS | 50. | <p>The Owner shall agree to prepare a Construction Management Report to address, but not limited to, the following issues and further agrees to undertake all recommendations outlined in said report subject to the approval of the Director of Public Works:</p> <ul style="list-style-type: none"> <li>i. Site access and traffic controls;</li> <li>ii. Construction limits and access routes;</li> <li>iii. Sediment controls;</li> </ul>  | PUBLIC WORKS |

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|              |     | <ul style="list-style-type: none"> <li>iv. Vegetation protection;</li> <li>v. Construction timing as it relates to protection of natural areas;</li> <li>vi. Well impacts from any dewatering activities; and</li> <li>vii. Site stabilization.</li> </ul>   |              |
| PUBLIC WORKS | 51. | Prior to final approval, the Owner shall submit a noise study, prepared by a qualified consultant for approval by the Director of Public Works. The preparation of the noise report shall include the ultimate traffic volumes associated with any surrounding road and rail networks. The Owner shall agree in the Subdivision 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 |
| PUBLIC WORKS | 52. | The owner shall agree to supply and install all acoustic barriers, as may be recommended in the noise study as approved by the Director, prior to occupancy PUBLIC WORKS of 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 | 53. | 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. The Owner shall also agree that any balance of the lands subject to later phases of development shall be graded, stabilized and maintained in accordance with the Township of King Property Standards By-law and that measures such as fencing be taken to ensure no unauthorized dumping, filling or access. | PUBLIC WORKS |
| PUBLIC WORKS | 54. | 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 | 55. | Prior to the initiation of grading or stripping of topsoil, or prior to registration, whichever comes first, the Owner shall submit an Application for Site Alteration and an Erosion and Sediment 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   | PUBLIC WORKS |



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|              |     | <p>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 consulting engineer.</p> <p>Further, the Owner shall 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. 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.</p>   |              |
| PUBLIC WORKS | 56. | 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 the Region of York and that said access shall be designed in accordance with Township standards to the satisfaction of the Director of Public Works.   | PUBLIC WORKS |
| PUBLIC WORKS | 57. | 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 | 58. | 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 detail, pipe bleeding, cathodic protection, etc. for ideal and non-ideal conditions as well as the design of the stormwater management facilities such as ponds, buried pipes and infiltration techniques, to the satisfaction of the Director of Public Works. | PUBLIC WORKS |
| PUBLIC WORKS | 59. | The Owner shall agree in the Subdivision Agreement to provide the Township with a cash deposit to be determined for the long term maintenance and monitoring requirements of the stormwater management facilities. The cash amount will be determined from the detailed stormwater management facility  | PUBLIC WORKS |

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|              |     | <p>design and shall be acquired upon final acceptance of the stormwater management facilities as per the Subdivision Agreement.</p> <p>Further, the Owner shall be responsible for the monitoring and maintenance of the facility for a period of two years after the final assumption of the remaining services in the development.</p>  |              |
| PUBLIC WORKS | 60. | <p>A hydrogeological assessment report shall be completed to the satisfaction of the Director of Public Works. The report shall address the wellhead protection policies of the Region of York and the requirements of the Conservation Authority.</p> <p>The Owner shall 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.</p>   | PUBLIC WORKS |
| PUBLIC WORKS | 61. | <p>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 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 to the satisfaction of the Director of Public Works or the Ministry of Environment, Conservation and Parks.</p> <p>The Owner shall agree 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.</p> | PUBLIC WORKS |
| PUBLIC WORKS | 62. | <p>The Owner agrees to provide appropriate fencing, landscaping and buffering along the flankage of Street B, as it extends to Sheardown Drive, as affects the existing residential lots adjacent to the road, to the satisfaction of the</p>   | PUBLIC WORKS |

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|   |     | Director of Public Works. These matters may include noise and/or privacy fencing as deemed necessary.   |  |
| PUBLIC WORKS                                      | 63. | The Owner agrees to provide an access driveway to Block 19 and 20 to allow for the maintenance of the open space lands, to the satisfaction of the Director of Public Works.  | PUBLIC WORKS                           |
| PUBLIC WORKS;<br>GROWTH<br>MANAGEMENT<br>SERVICES | 64. | <p>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 the Director of Growth Management Services and identified more specifically by the Subdivision Agreement.</p> <p>a) Within the Entire Subdivision Plan:</p> <ul style="list-style-type: none"> <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> <li>• “Purchasers and/or tenants are advised that the Township 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.”</li> <li>• “Purchasers and/or tenants are advised that the lands subject to the Plan of Subdivision previously supported an industrial use, being a truck wrecking yard and required remediation to the satisfaction of the Ministry of Environment and Climate Change, prior to final approval.”</li> </ul> | PUBLIC WORKS &<br>PLANNING<br>DIVISION |

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|  |  | <ul style="list-style-type: none"> <li>• "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."</li> <li>• "Purchasers and/or tenants are advised that mail delivery will be provided from a community mailbox as designated by Canada Post, the location of which will be identified by the Owner prior to any home closings."</li> <li>• "Purchasers and/or tenants are advised that any roads ending in a dead end or cul-de-sac may be extended in the future to facilitate development of adjacent lands, without further notice."</li> <li>• "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."</li> <li>• "Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by Township of King By-Law 2005-121, the Design Criteria Manual, and the Zoning By-law, as amended, and shall conform to such."</li> <li>• "Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and internet service may be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs."</li> <li>• "Purchasers and/or tenants are advised that prior to the issuance of any building permits, the building is subject to an architectural control program which will direct the exterior style</li> </ul> |  |
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|  |  | <p>and design of the building and its siting, and also including accessory elements such as fences, porches, and other similar features”.</p> <ul style="list-style-type: none"> <li>• “Purchasers and/or tenants are advised that the right of the Owner or the Township to enter on to any lot or block pursuant to the Subdivision Agreement must be maintained until final assumption and release of the agreement.</li> <li>• “Purchasers and/or tenants are advised that blocks used for storm water management purposes shall have a detention pond detaining at times a level 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.”</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>• “Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance. In addition, these adjacent lands are also intended to include a public walking recreational walkway/trail.”</li> <li>• “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</li> </ul> |  |
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|              |     | <p>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.”</p> <p>c) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all lots/blocks with noise issues:</p> <ul style="list-style-type: none"> <li>• “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, Climate Change and Parks and in compliance with the Township’s criteria.”</li> <li>• “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.</li> </ul> |              |
| PUBLIC WORKS | 65. | 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 | 66. | If any grading, drainage, servicing or other works are required on external lands, the Owner shall submit to the 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  | PUBLIC WORKS |

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|              |     | 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 | 67. | 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. A 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 | 68. | 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 | 69. | Prior to registration, arrangements shall be made to the satisfaction of the Township Director of Engineering, Public Works and Building 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 | 70. | 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 the appropriate authority(ies), free of all charge and encumbrance.   | PUBLIC WORKS |
| PUBLIC WORKS | 71. | 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 Engineering, Public Works and Building, 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 Engineering, Public Works and Building.                                  | PUBLIC WORKS |

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| PUBLIC WORKS | 72. | The Owner shall agree, as part of the waste diversion program to: <ul style="list-style-type: none"> <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 | 73. | 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 | 74. | The Owner agrees to design, purchase materials and install an LED 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 |
| PUBLIC WORKS | 75. | The Owner acknowledges that the Township is undertaking a town-wide Traffic Calming Strategy Study and agrees to implement those recommendations related to the subject property stipulated in the said document once the document has been approved by Council. The Owner shall agree to provide the required infrastructure at the Owner's expense to the Township's satisfaction.<br><br>The Owner also agrees to maintain the traffic calming measures until such roads have been assumed by the Township.   | PUBLIC WORKS |
| PUBLIC WORKS | 76. | The Owner acknowledges that the Township is undertaking a town-wide Active Transportation Strategy Study and agrees to implement those   | PUBLIC WORKS |



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|                             |     | recommendations related to the subject property once the document has been 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 transportation measures until such roads have been assumed by the Township. |              |
| PUBLIC WORKS                | 77. | The Owner shall include the following warning clause in all Offers of Purchase and Sale or Lease for all Lots or Blocks: <ul style="list-style-type: none"> <li>• Purchasers and/or tenants are advised that traffic calming and active transportation measures may be incorporated into the road allowances.</li> </ul>  | PUBLIC WORKS |
| FIRE AND EMERGENCY SERVICES | 78. | The Owner shall satisfy the Fire Chief with respect to building construction, including fire-breaks, access during construction, house numbering and on-site water, and related provisions in the Subdivision Agreement.  | FIRE CHIEF   |
| FIRE AND EMERGENCY SERVICES | 79. | The Owner covenants and agrees that open air burning shall not be permitted on site at any time. Failure to comply with this provision, will result in a fee being applied based on the Fees and Charges By-law 2013-130 (as amended) and may result in a charge being laid, as set out in the Fire Protection and Prevention Act, 1997 (as amended).   | FIRE CHIEF   |
| FIRE AND EMERGENCY SERVICES | 80. | The Owner covenants and agrees to maintain Fire Protection and Access ensuring that construction material and equipment not be stored on the streets.   | FIRE CHIEF   |
| FIRE AND EMERGENCY SERVICES | 81. | 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 CHIEF   |

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| <p>TORONTO AND REGION CONSERVATION AUTHORITY</p> | <p>82.</p> | <p>That prior to the initiation of grading and prior to the registration of this plan or any phase thereof, the applicant shall submit a detailed engineering report for the review and approval of the TRCA that describes the storm drainage system (quantity and quality), in accordance with the Functional Servicing/ Development Area Study for Tomlinson Gardens (Cole Engineering, Revised September 2013). This Report shall include:</p> <ul style="list-style-type: none"> <li>• plans illustrating how this drainage will tie into surrounding drainage systems, i.e., is it part of an overall drainage scheme? How will external flows be accommodated? What is the design capacity of the receiving system?;</li> <li>• stormwater management techniques which may be required to control minor or major flows;</li> <li>• appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;</li> <li>• proposed method for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction;</li> <li>• location and description of all outlets and other facilities which may require a permit pursuant to Ontario Regulation 166/06, the TRCA's (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) Regulation;</li> <li>• overall grading plans for the subject lands; and</li> <li>• supplementary measures including additional source and conveyance measures to enhance infiltration and reduce runoff volumes.</li> </ul> | <p>TRCA</p> |
| <p>TORONTO AND REGION CONSERVATION AUTHORITY</p> | <p>83.</p> | <p>That an assessment of proposed development on a subwatershed level be submitted for TRCA review and approval.</p>   | <p>TRCA</p> |

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| TORONTO AND REGION CONSERVATION AUTHORITY | 84. | That a copy of the clean-up/remediation report for the subject lands be submitted to the TRCA, when available.  | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 85. | That the draft plan of subdivision be redline revised in order to meet the requirements of Condition 82, if necessary.  | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 86. | That the applicant successfully obtain permits from TRCA for site grading, development, for the construction of stormwater management facilities and for any infrastructure within the open space stream corridor.  | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 87. | That the applicant submit a detailed and comprehensive Erosion and Sediment Control Plan, which complies with the TRCA's Erosion and Sediment Control Guidelines for Urban Construction ( <a href="http://www.sustainabletechnologies.ca">www.sustainabletechnologies.ca</a> ). | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 88. | That the implementing zoning by-law recognize Open Space Blocks 1, 17, 20, and 21 in an open space, or other sustainable zoning category, which has the effect of prohibiting development, to the satisfaction of the TRCA.   | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 89. | That a copy of the adopted implementing zoning by-law be provided to the TRCA, when available, to facilitate the clearance of conditions of draft plan approval.  | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 90. | That Open Space Blocks be set aside for acquisition or dedication to either the TRCA or the Township of King, free from all charges and encumbrances.   | TRCA |
| TORONTO AND REGION CONSERVATION AUTHORITY | 91. | That the applicant submits Edge Management/ Restoration Plan for Open Space Blocks which consists of native, non-invasive species and complies with the TRCA's planting guidelines.   | TRCA |
| TORONTO AND REGION                        | 92. | That the owner agree in the subdivision Agreement, in wording acceptable to the TRCA:   | TRCA |

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| CONSERVATION AUTHORITY                    |     | <ul style="list-style-type: none"> <li>a) to carry out, or cause to be carried out, the satisfaction of the TRCA, the recommendations of the technical report referenced in Condition No. 82;</li> <li>b) to maintain all stormwater management and erosion and sediment control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;</li> <li>c) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA;</li> <li>d) to erect all necessary fence to the satisfaction of the TRCA for any residential lots abutting Open Space Corridor Blocks;</li> <li>e) That no retaining wall structures or systems be erected on and/or on the property limits for Blocks 1, 17, and 21.</li> </ul> |      |
| TORONTO AND REGION CONSERVATION AUTHORITY | 93. | That a copy of the executed subdivision agreement be provided to the TRCA when available, in order to expedite the clearance of conditions of draft approval.  | TRCA |
| YORK REGION                               | 94. | That the Owner shall save harmless the Township of King and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.  | YR   |
| YORK REGION                               | 95. | The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways and adjacent developments to support active transportation and public transit, where appropriate.  | YR   |
| YORK REGION                               | 96. | The Owner shall agree to provide interconnections with adjacent developments in order to consolidate and reduce the number of accesses onto Regional roads (as per the Regional Official Plan Policy 7.2.53), where appropriate.   | YR   |
| YORK REGION                               | 97. | The Owner shall agree to provide proposed development access via local streets, shared driveways and interconnected properties to maximize the efficiency of the Regional street system (as per the Regional Official Plan Policy 7.2.53), where appropriate.  | YR   |

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| YORK REGION | 98.  | <p>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:</p> <ul style="list-style-type: none"> <li>a) Copy of the 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) Copy of email confirmation by Township of King staff stating that the allocation for the subject development remains valid at the time of the request for regional clearance of this condition.</li> </ul> | YR |
| YORK REGION | 99.  | 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 branch and the Infrastructure Asset Management branch for record.   | YR |
| YORK REGION | 100. | Should significant dewatering be required (i.e. excavations are over 8 m deep and over 400,000 litres per day will be dewatered or permanent dewatering will occur), a dewatering plan shall be prepared by a qualified person and submitted by the proponent to the Region's Water Resources Group for approval prior to excavation. If there will be water discharging to the Regional storm or sanitary sewer, it is recommended that the proponent consult with Regional Sewer use by-law group and obtain a dewatering discharge permit as necessary. Please contact the Sewer Use By-law group at <a href="mailto:SewerUsebylaw@york.ca">SewerUsebylaw@york.ca</a> or 1-877-464-9675.   | YR |
| YORK REGION | 101. | The Owner shall provide a drawing to show the layout of active transportation facilities and connections internal to the site and to the Regional roads.  | YR |
| YORK REGION | 102. | 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.  | YR |
| YORK REGION | 103. | Owner shall enter into an agreement with York Region, to satisfy all conditions, financial and otherwise, and state the date at which development charge rates are frozen, of the Regional Corporation; Regional Development  | YR |

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|             |      | Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.   |    |
| YORK REGION | 104. | <p>If required, prior to or concurrent with draft plan approval for any residential units, the owner shall enter into an agreement with the Township of King, which agreement shall be registered on title, committing the owner to:</p> <ol style="list-style-type: none"> <li>1. Not enter into any agreements of purchase and sale with end users (*) for the subject lands until such time as: <ol style="list-style-type: none"> <li>a. i. The Council of the Township of King has allocated, within the limit of the Regional capacity assignment, adequate available water and wastewater servicing capacities to the subject development; and,</li> <li>ii. York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of all water and wastewater infrastructure required to support the Region's capacity assignment pertaining to the Town allocation used for the subject development;</li> </ol> <p>or</p> <li>b. the Town approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure; <p>or</p> <li>c. the Regional Commissioner of Environmental Services and the Township of King confirm servicing capacity for this development by a suitable alternative method and the Town allocates the capacity to this development.</li> </li></li></ol> <p>AND</p> <ol style="list-style-type: none"> <li>2. Not enter into any agreements of purchase and sale with non-end users for the subject lands unless the agreement of purchase and sale contains a condition that requires the purchaser and any subsequent purchasers to enter into a separate agreement with the Town. This agreement shall be registered on title, committing the owner to the same terms as set out in item (a) above.</li> </ol> | YR |

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|                                       |      | (* ) the term 'end users' for the purpose of the above-noted pre-conditions is defined as the eventual homeowner who is purchasing an individual lot containing a dwelling for the purpose of occupancy.   |                  |
| YORK REGION                           | 105. | If required, prior to draft plan approval for any residential units, the owner shall enter into an indemnity agreement with York Region, which agreement shall be registered on title, agreeing to save harmless York Region from any claim or action as a result of York Region releasing conditions and pre-conditions of draft approval as part of the draft approval of this Plan of Subdivision, or any phase thereof, including, but not limited to claims or actions resulting from, water or sanitary sewer service not being available when anticipated. The agreement shall include a provision that requires all subsequent purchasers of the subject lands, to enter into a separate agreement with York Region as a condition of the agreement of purchase and sale, agreeing to indemnify York Region on the same terms and conditions as the owner.   | YR               |
| BELL CANADA OR OTHER TELECOM PROVIDER | 106. | The owner shall agree in the subdivision agreement that prior to commencing any work within the Plan the owner must confirm that sufficient wire-line communication/ telecommunication infrastructure is currently available and sized for multiple providers within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may 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 such connection to and/or extension of the existing communication/ telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication services for Emergency management services (i.e., 911 Emergency Services). | TELECOM PROVIDER |
| ENBRIDGE GAS                          | 107. | That the subdivision agreement contain the following:<br>1. The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.   | ENBRIDGE         |

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|             |      | <ol style="list-style-type: none"> <li>2. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.</li> <li>3. The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines.</li> <li>4. The applicant is to provide a 2 metre by 2 metre exclusive use location for a regulator station at the intersections of King Rd and Street 'E'. The station must be coordinated with the entrance features and landscaping</li> <li>5. The developer shall provide current Town approved road cross-sections showing all Utilities in the configuration proposed for all of the street widths within the development.</li> <li>6. The gas location must be a minimum of 0.6 metres from the street line.</li> </ol> |    |
| CANADA POST | 108. | 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.  | CP |
| CANADA POST | 109. | 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.   | CP |
| CANADA POST | 110. | 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.   | CP |
| CANADA POST | 111. | 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  | CP |



|  |      |   |          |
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|  |      | mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.  |          |
| CANADA POST                            | 112. | The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.  | CP       |
| CANADA POST                            | 113. | 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.   | CP       |
| CANADA POST                            | 114. | 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.   | CP       |
|  |      |   |          |
| SUMMARY/<br>CLEARANCE OF<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.   | TOWNSHIP |
| TOWNSHIP OF<br>KING                    | 2.   | Township of King:<br><ol style="list-style-type: none"> <li>1. Director of Growth Management Services shall advise that Conditions 1-3, 6, 7, 10-13, 15-23, 27, 28, 31 &amp; 64, inclusive, have been satisfied.</li> <li>2. Director of Public Works shall advise that Conditions 3-6, 8, 9, 14, 16, 32-77, inclusive, have been satisfied.</li> <li>3. Director of Finance shall advise that Condition 23 has been satisfied.</li> <li>4. Director of Community Services shall advise that Conditions 24-26, inclusive, have been satisfied.</li> <li>5. Director of Corporate Services shall advise that Conditions 29, 30, inclusive, have been satisfied.</li> </ol> |          |

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|   |    | 6. Fire Chief shall advise that Conditions 78-81, inclusive, have been satisfied.                             |                  |
| TORONTO AND REGION CONSERVATION AUTHORITY | 3. | Toronto and Region Conservation Authority shall advise that Conditions 82-93, inclusive, have been satisfied. | TRCA             |
| REGION OF YORK.                           | 4. | Region of York shall advise that Conditions 94-105, inclusive, have been satisfied.                           | YR               |
| TELECOM SERVICE PROVIDER                  | 5. | Telecommunication Service Provider shall advise that Condition 106 has been satisfied.                        | TELECOM PROVIDER |
| ENBRIDGE GAS                              | 6. | Enbridge Gas shall advise that Condition 107 has been satisfied.  | ENBRIDGE         |
| CANADA POST                               | 7. | Canada Post shall advise that conditions 108-114, inclusive, have been satisfied.                             | CP               |

**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.