

Appendix B
Schedule "A"

CONDITIONS OF APPROVAL

**DRAFT PLAN OF SUBDIVISION (SUB-2012-04)
Edenbrook (Aurora) Inc.
1001 St. John's Sideroad, legally described as Part of Part Lot 25, Con. 2 Whitchurch
(PIN 03642-5178) (the "Lands")**

DRAFT PLAN APPROVAL AND THE FOLLOWING DRAFT PLAN CONDITIONS LAPSE AT THE EXPIRATION OF THREE YEARS FROM _____, BEING THE DATE THAT THE DRAFT PLAN OF THE LANDS HAS BEEN APPROVED BY COUNCIL. PROVIDED THAT DRAFT PLAN APPROVAL HAS NOT LAPSED, COUNCIL MAY, AT ITS SOLE DISCRETION, EXTEND THE APPROVAL.

THE CONDITIONS OF AURORA COUNCIL THAT SHALL BE SATISFIED BY THE OWNER OF THE LANDS (THE "OWNER") PRIOR TO THE RELEASE FOR REGISTRATION OF ANY M-PLAN OF THE LANDS (THE "PLAN"), ARE AS FOLLOWS:

Planning Division Conditions

1. The final draft plan prepared by MEHI Planning Services signed by the Owner on July 18, 2022 with respect to the creation of twenty-seven (27) lots, and two (2) future development part blocks on a plan of subdivision (the "Draft Plan") and associated conditions of Draft Plan approval shall be amended to the satisfaction of the Planning Division, if revisions are required to implement or integrate any recommendations resulting from studies required as a condition of Draft Plan approval. Further, minor redline revisions to the Draft Plan may also be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan.
2. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
 - a) an electronic and hardcopy version of the signed white paper print approved by the Land Registry Office for registration;
 - b) one (1) original mylar;
 - c) two (2) mylar duplicates; and
 - d) three (3) white paper prints, one (1) of which contains an A.O.L.S form.
3. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, an electronic and hardcopy version of the signed final draft Reference Plan(s) as approved by the Land Registry Office for registration.
4. Prior to the release for registration of the Plan, the Owner shall enter into and execute agreement(s) with The Corporation of the Town of Aurora agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (collectively the "Development Agreement"). The Development Agreement and related documents shall be registered on title against the Lands, as provided for in the *Planning Act*, and, if applicable, at the sole expense of the Owner.
5. Prior to the execution of the Development Agreement, the Lands shall be:

- a) appropriately designated in the Official Plan by a official plan by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"); and
 - b) appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"), including any terms under which the Town's Council will consider the removal of a holding "H" symbol, if applicable.
6. Prior to the execution of the Development Agreement, the Owner shall submit a Green Building and Development Report related to environmental protection, energy efficiency, solar gain, energy technologies, water conservation, green materials and waste reduction, reduction of noise pollution, indoor air quality and residential information/education package to the satisfaction of the Planning Division. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the report.
 7. Prior to the execution of the Development Agreement, the Owner shall submit a detailed environmental impact study/natural heritage evaluation to the satisfaction of the Planning Division and Lake Simcoe Region Conservation Authority and in accordance with the *Endangered Species Act*, 2007, S.O. 2007, c.6. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the study/evaluation.
 8. Prior to the execution of the Development Agreement, the Owner shall submit urban design guidelines for the design and construction of all residential dwelling units, walkways, landscaping and all other elements on the Plan to the satisfaction of the Planning Division. A clause shall be added to the Development Agreement stating that the Owner shall strictly carry out or cause to be carried out any and all the recommendations of the guidelines.
 9. A clause shall be added to the Development Agreement stating that the Owner shall satisfy any technical review comments provided by the Town's peer review consultants to the satisfaction of the Planning Division.
 10. A clause shall be added to the Development Agreement stating that the Owner shall erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.
 11. Prior to the release for registration of the Plan, the Owner shall satisfy any requirements in accordance with: a) the Town's Parkland/Cash-in-lieu By-law, as amended or successor thereto and applicable policies; and b) any related Parkland Agreements imposed by the Town.
 12. The Owner shall agree in the Development Agreement that, if required by the Town, the Owner shall enter into a Cost Sharing Agreement with the other 2B Group of residential landowners, and the Owner shall pay its proportionate share for any oversized works previously constructed outside the draft plan to compensate the other 2B Group of residential landowners who installed said oversized works to accommodate the development of the draft plan lands. These oversized works may

include, but are not limited to, stormwater management facilities, ponds, sewers, and roundabouts. Compensation for the oversized works shall be determined in accordance with the subdivision agreement(s) entered into between the Town and the other 2B Group of residential landowner(s).

Legal Services Division Conditions

13. Prior to the release for registration of the Plan, the Owner shall provide, to the satisfaction of the Town Solicitor, a Solicitor's Title Opinion for the Lands together with:
 - a) the final draft M-Plan signed by the Surveyor and related Plan Document as preapproved by the Land Registry Office to be submitted for registration;
 - b) the Surveyor's Frontage and Area Certificate for the draft M-Plan;
 - c) an updated copy of the title PIN(s) for the Lands;
 - d) all electronic documents (in final draft form) required to be registered on title to the Lands in accordance with the Development Agreement; and
 - e) a Certificate of Corporate Status and Clear Writ of Execution for the Owner.

14. A clause shall be added to the Development Agreement stating that immediately following registration of the Plan, the Owner shall, at the sole cost of the Owner, free of all encumbrances and to the satisfaction of the Town Solicitor:
 - a) grant any and all easements to the Town required for municipal purposes;
 - b) convey any and all lands to the Town required for municipal purposes, including 0.3m reserves; and
 - c) dedicate to the Town as public highways on the Plan, any and all streets and road widenings required for municipal purposes.

15. A clause shall be added to the Development Agreement stating that, immediately following the registration of the Plan, the Owner shall consent to the Town's registration of an inhibiting order, if required; the Development Agreement; and any ancillary agreements required by the Town, in priority of all encumbrances and at the sole cost of the Owner to the satisfaction of the Town Solicitor.

16. The Owner shall pay to Legal Services all applicable fees for the preparation, review, and registration of documents, in accordance with the Town's Fees and Charges By-law, as amended or successor thereto.

Engineering Division Conditions

Noise Impact Study:

17. Prior to the execution of the Development Agreement, the Owner shall submit to the Town a Noise Impact Study (Environmental Noise Analysis), which assesses projected nuisances caused by noise or vibration (as necessary) within the development, prepared by a qualified noise consultant to the satisfaction of the Town. The Noise Impact Study shall provide recommended mitigation measures for noise generated by the development's internal road network; it shall demonstrate how noise levels can be made to be acceptable in accordance with current Provincial Guidelines (NPC-300) from the Ministry of the Environment guidelines, Ontario Provincial Standards,

Regional and Town policies; it shall address the long-term functionality and maintenance of any recommended mitigation measures which are deemed appropriate and acceptable to the Town; and shall further address, to the satisfaction of the Town, the maximum 55dBA limit on all Lots and/or Blocks on the Draft Plan of Subdivision. The Town does not accept the +5dBa recommended allowance above the 55dBa. All attenuation measures and mitigating measures proposed for acoustical purposes shall be approved by the Town and the York Region Transportation Services Department. Details of the noise attenuation barriers for outdoor living areas, location, dimensions, including top and bottom of barrier elevations, and construction details and notes shall be provided on the detailed engineering plans. All details shall be approved by the Town and all attenuation measures shall not be on Town lands.

18. A clause shall be added to the Development Agreement stating that Owner shall implement recommendations and measures of the approved Noise Impact Study, to the satisfaction of the Town, in consultation with the Region of York.

Stormwater Management:

19. A clause shall be added to the Development Agreement stating that the Owner shall convey Block 32 on the Draft Plan to the Town for stormwater management purposes to the satisfaction of the Town's Engineering Division.
20. Prior to the execution of the Development Agreement, the Owner shall submit a detailed stormwater management report to substantiate that the Lands meet the current stormwater balance, quantity and quality and phosphorous removal and water balance requirements in accordance with the latest Ministry of Environment guidelines and the Town's Infrastructure & Environmental Services Department Policy #68 (Stormwater Management Pond and Pond Block Design, Safety and Maintenance) and LSRCA requirements to the satisfaction of the Engineering Division. The Owner shall meet the stormwater management control targets to protect surface and ground water and other natural resources in accordance with the criteria and objectives set out in the Town's master plan for stormwater management. The Owner shall agree to the use of Low Impact Development (LID) as the preferred method of achieving targets and not ponds. In accordance with the Town's Policy, the Owner agrees to provide the Town with a cash contribution to be determined as per the recommended future operations and maintenance and monitoring requirements of the storm water management report to the satisfaction of the Town (such contribution shall be in accordance with the present value cost of 50 year maintenance). The Owner shall prepare a functional stormwater report and design and include an operations and maintenance manual with full costing based on Town requirements and approved by the Town. The Owner shall also agree that any and all LID's on private property shall not be maintained in the future by the Town and this condition shall be part of any purchase and sale agreements.
21. A clause shall be added to the Development Agreement stating that the Owner agree that phosphorous loading and water balance post development removal shall meet current LSRCA requirements and where not possible, a cash contribution shall be made for future phosphorous removal based on LSRCA policy. 6.

Roads and Municipal Services:

22. Prior to the execution of the Development Agreement, the Owner shall submit a functional servicing report with detailed engineering design drawings and reports for the layout and construction of roads and services (i.e. water, storm and sanitary) in accordance with the Town of Aurora Infrastructure and Environmental Services Design Criteria Manual (with sanitary sewers to be constructed outside of the Region of York's right-of-way) to the satisfaction of the Engineering Division. The functional servicing report shall further detail the preliminary report prepared by Schaeffers Consulting Engineers and include access for Town maintenance vehicles and persons to Block 32 on the Draft Plan as well as trail connection access. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out any and all recommendations of the reports.
23. Prior to the execution of the Development Agreement, the Owner shall submit detailed engineering drawings which will include, but not be limited to, grading control plans (including any retaining walls and details), plan and profile drawings of all underground and above ground services, general plans (notes, above and below ground and updated to conform to current construction requirements to reduce infiltration), drainage plans, composite utility plans (to include above and non-standard below ground utilities, services, driveways and boulevard tree locations, etc. signed as approved by all related utility providers and Canada Post), stormwater management plans, detail plans, erosion and sediment control plans, construction mitigation plan, illumination (to be controlled to the sidewalk and road and being "dark sky" compliant), and signalization plans, if any, etc. to the satisfaction of the Engineering Division. The drawings shall include the details of related works on external lands, where applicable. Any proposed final grading shall eliminate retaining walls, unless approved otherwise by the Engineering Division, and if retaining walls are approved, and when there is the option, they shall be located on private property instead of public property. Construction details and notes, material descriptions, location and dimensions including top and bottom of wall elevations, heights and length of all retaining walls approved by the Engineering Division shall be provided in the detailed engineering plans stamped by a professional engineer registered in the Province of Ontario. Any approved retaining walls shall include drainage systems with positive outlets, shall not permit surface drainage to drain over the top of wall, unless otherwise certified by a professional engineer. If retaining walls are required to be constructed on private property, a clause shall be added to the Development Agreement stating that the owner(s) of private lands containing retaining wall(s) shall be solely responsible to maintain and protect the structural integrity of any retaining wall(s) constructed on their lot(s) at all times, at their sole cost and expense, and shall retain in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to retaining walls, especially before excavating or extracting any earth for any purpose such as tree planting and landscaping, or before erecting or constructing any accessory structures on their lot, including, but not limited to garden sheds, gazebos, hot tubs or above or below ground swimming pools. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said retaining walls.
24. A clause shall be added to the Development Agreement stating that the Owner agree that the road and watermain shall be connected to the subdivision to the west, at the Owners cost. The Owner agrees that the Block 28 and 29 shall be joined to adjacent lots in the future subdivision to the west for grading and servicing purposes, and that

future road A be joined to the future subdivision to the west with all service connections and any and all works necessary to reinstate the curb, drainage, sidewalk, road and any other works, to the satisfaction of the Town, all at the sole cost of the Owner.

25. Prior to the execution of the Development Agreement, the Owner shall submit a capacity study of the Town's water distribution system to the Lands in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town. As part of the study, should the use of a pressure reducing valve (PRV) be required, consideration should be given to individual PRV's, as well as a review and confirmation of PRV requirements following the water meters.
26. Prior to the execution of the Development Agreement, the Owner shall submit a detailed sanitary sewer capacity study including review of existing sewer conditions in order to determine that the proposed development can be adequately serviced to the satisfaction of the Engineering Division. A clause shall be added to the Development Agreement stating that the Owner shall upgrade or remediate any sewers that the study reports require remediation or upgrading.
27. Prior to the execution of the Development Agreement, the Owner shall submit plans detailing any phasing of construction and development, together with the means by which construction access to the Lands will be gained during any construction or phasing to the satisfaction of the Engineering Division. Should phasing be necessary or requested, a clause shall be added to the Development Agreement stating that the Owner shall comply with the phasing plan and make all builders aware of the phasing plan.
28. A clause shall be added to the Development Agreement stating that construction access may be limited until such time as the first occupancy of any lot or block on the Plan if determined by the Town in consultation with York Region and approved by Central York Fire Services and the Chief Building Official.
29. Upon the Owner's submission of the detailed engineering drawings for the construction of services within the development for the Town's review, the Owner shall provide Engineering fees to the Town in accordance with the Town's Fees and Charges By-Law, as amended or successor thereto. Said Engineering fees shall be based on the estimated cost of all the servicing works necessary for the construction of the subdivision servicing including all grading, drainage and infrastructure works etc., as estimated by the consultant and approved by the Engineering Division.
30. A clause shall be added to the Development Agreement stating that the Owner shall submit detailed engineering drawings and be required to construct or pay for the construction of roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with applicable Town policy), underground and above ground services, street lights and illumination, street signs, utilities, storm water management facilities, etc., and any and all other works necessary for the development and servicing of the Lands to the satisfaction of the Engineering Division.
31. A clause shall be added to the Development Agreement stating that the Owner shall construct and pay for the boundary water meter chambers to the satisfaction of the Engineering Division.

32. The Owner shall agree in the Development Agreement to pay to the Town a bulk water usage fee for water usage during construction, in addition to paying the prescribed rate for water that is registered on a Town water meter on the Lands, if applicable, all to the satisfaction of the Town and in accordance with the Town's Water Meter By-law and/or the Town's Municipal Waterworks Distribution By-law, each as amended or their successors.
33. A clause shall be added to the Development Agreement stating that the Owner shall reimburse the Town for snow removal and winter maintenance costs for the roads and sidewalks within the Plan based on the ratio of occupied/unoccupied units/ lots and blocks within the Plan as determined by the Engineering Division.
34. A clause shall be added to the Development Agreement stating that the Owner shall reimburse the Town for street lighting maintenance costs within the Plan based on the current level of occupancy to the satisfaction of the Engineering Division.
35. Prior to undertaking any grading within the Plan, and in connection with the Town's issuance of a Topsoil Removal Permit (if required), the Owner shall submit a lot grading and erosion control plan for any grading within the Plan, for approval by the Town and the Lake Simcoe Region Conservation Authority, which shall include a Certificate of Decommissioning for any well(s) and septic systems, and proposed methods for:
 - a) erosion and sediment control prior to and during construction including the extent of grading/filling, the access location and erosion control detail, the location of spoil pile storage and the location and nature of sediment control works; and
 - b) progressive stripping and grading to ensure minimum duration of exposed soil areas to the extent practical; and
 - c) archaeological clearance.
36. Prior to the execution of the Development Agreement, the Owner shall complete an Environmental Site Assessment in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, O. Reg. 153/04 and O. Reg. 511/95, all as amended, undertaken by a qualified person registered to ensure that the land is suitable for the proposed use. If in the opinion of the qualified person, the Environmental Site Assessment indicates the land may not be suitable for the proposed uses, the qualified person shall so advise the Ministry of the Environment, Conservation and Parks and the Town. Prior to the release for registration of the Plan, the Owner shall do further investigative studies and do all work required to make the Lands suitable for the proposed use.
37. A clause shall be added to the Development Agreement stating for any land to be conveyed to the Town including roads, storm water management facilities, open space, parks, (ravines and buffer areas/natural heritage system etc.), the Owner shall undertake an environmental audit (under *Environmental Protection Act*, regulation O. Reg. 153/04) and shall, prior to the release for registration of the Plan, obtain any further investigative studies as necessary to complete all required works to clean the said lands of soil contamination to make the lands suitable for the proposed uses.

38. A clause shall be added to the Development Agreement stating that all lots and/or blocks on the Plan to be left vacant for longer than twelve (12) months, and all portions of public highways that are not paved, together with all drainage swales, shall be graded, seeded and/or sodded and maintained by the Owner to the satisfaction of the Town.
39. A clause shall be added to the Development Agreement stating that the Owner shall grant easements required by the appropriate authority for public utilities, drainage purposes, turning circles, or any other services as deemed necessary. Any off site easements and works necessary to connect watermains, storm sewers and sanitary sewers to outfall trunks and storm water management facilities on external lands shall be satisfactory to and granted to the appropriate authorities. No works off site or connections to existing infrastructure may be undertaken prior to such approvals and easements being in place.
40. Prior to the execution of the Development Agreement, the Owner shall submit an internal and external traffic management plan including internal traffic study for review and approval by the Engineering Division. A clause shall be added to the Development Agreement stating that all road work and construction shall be completed in accordance with the approved internal traffic study, which shall include works relating to road cross-sections (in accordance with the latest development standards as approved by the Town), parking controls, bike ways, pavement markings, pedestrian crossings, sidewalks, access driveways locations, traffic signage including bicycle route signage on the collector or minor collector road in accordance with the Town's Traffic Demand Management Policy, and other requirements as set out in the said internal traffic study. All traffic control devices (including temporary pavement markings) as specified in the internal traffic study shall be constructed to the satisfaction of the Engineering Division prior to the occupancy of any dwelling. Regardless of any alternative design standards, the right-of-way shall be a minimum of 22 metres.
41. Prior to the execution of the Development Agreement, the Owner shall submit detailed engineering drawings to demonstrate compliance with the Town's standard configuration with respect to all road bends on the Plan to the satisfaction of the Engineering Division.
42. Prior to the execution of the Development Agreement, the Owner shall ensure that all dead end public highways and sides of municipal road allowances requiring restricted access as designated by the Engineering Division, shall be terminated in 0.3 metre reserves to prohibit access at certain locations either temporarily or permanently in the sole discretion of the Town.
43. A clause shall be added to the Development Agreement stating that the Owner shall provide sanitary sewer and storm sewer inspection testing and acceptance in accordance with the latest standards and certifications of the National Association of Sewer Service Companies. Sanitary sewer inspection testing and acceptance shall be in accordance with York Region Sanitary Inspection, Testing and Acceptance Guideline requirements dated September 2011, as amended from time to time and the requirements of the Town. Storm sewer and manhole inspection testing and acceptance shall be in accordance with the requirements and policies of the Town.

44. A clause shall be added to the Development Agreement stating that the Owner shall retain, at its sole expense, a qualified company acceptable to the Town to provide a video (CCTV) inspection of all sanitary and storm sewers and to prepare a report of the findings and conclusions. The report shall summarize and identify sewer pipe material used in accordance with the Town's and Region of York's specifications as well as any deleterious materials to be cleaned, settlements, or deflections, if any, with qualified justification provided which are stamped by a professional Engineer registered in the Province of Ontario for possible deviation from Region of York, Town and OPS standards and specifications with recommendations to mitigate construction impacts, if any. If as a result of carrying out the video (CCTV) inspection, modifications or rectifications are required, provide for, at its own expense, such modifications or rectifications as required, the Owner shall, at its sole expense and prior to the Town's final release of securities, provide for such modifications or rectifications as required through such means as agreed to by the Town until such CCTV inspection and rectifications, if any, are completed to the satisfaction of the Engineering Division.
45. Prior to the execution of the Development Agreement, that the Owner shall submit an overall composite utility plan showing the location (shared or otherwise) of all required utilities (on-grade, or above-grade or non-standard below grade, including on-site servicing facilities and streetscaping) to the satisfaction of the Engineering Division. The plan shall consider the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the Plan and the respective standards and specification manuals, where applicable, of the utility providers. Utilities shall not be constructed on any portion of the Lands to be either conveyed to the Town or granted to the Town for easement purposes, and where possible, shall be constructed underground within the road allowances or other appropriate easements. The Owner shall advise any telecommunications service provider intending to locate within a municipal right-of-way, of the requirement to enter into a Municipal Access Agreement with the Town, and to satisfy all conditions, financial and otherwise of the Town.
46. Prior to the execution of the Development Agreement, the Owner shall submit plans..... A clause shall be added to the Development Agreement stating that the owner(s) of private lands containing infiltration devices shall be solely responsible to maintain and protect the structural integrity of any infiltration devices installed on their lot(s) at all times, at their sole cost and expense, and shall retain in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to infiltration trenches and the related homeowner's brochure to be provided to the homeowner by the Owner. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said infiltration system.

Noise Attenuation Barrier Conditions:

47. Prior to the execution of the Development Agreement, the Owner shall submit a noise attenuation study in accordance with the Ministry of Environment and Climate Control, the Region of York and Town requirements (the Town's max dba is 55dba with no acceptance of the +5dba difference).

48. A clause shall be added to the Development Agreement stating that the Owner shall be responsible to construct, install, maintain, inspect, alter, remove and reconstruct any noise attenuation walls in accordance with the approved noise study to the satisfaction of the Engineering Division. Attenuation barriers must not be located on Town property and the Town will not accept or provide maintenance of attenuation barriers. Details of the noise attenuation barriers for outdoor living areas, location, dimensions, including top and bottom of barrier elevations, and construction details and notes shall be provided on the detailed engineering plans and approved by the Engineering Division.

Parks Division Conditions

Public Lands:

49. A clause shall be added to the Development Agreement stating that the Owner shall convey the following lands on the Draft Plan to the Town to the satisfaction of the Parks Division:
- a) Block 30 for environmental protection purposes.

Environmental Protection Lands:

50. A clause shall be added to the Development Agreement stating that the Owner shall, in regard to the environmental protection Block(s) on the Plan, and subject to the Town's terms respecting stormwater management and future trails:
- a) not disturb or otherwise use any portion of these lands for the storage of topsoil or fill materials;
 - b) not encroach into these lands without prior written approval of the Parks Division;
 - c) not alter grades within buffers on these lands;
 - d) provide a forest edge enhancement and management plan addressing invasive species removal, native restoration plantings, and removal of dead or hazardous trees and limbs within these lands;
 - e) install on-site temporary Paige wire protection/silt fencing along the boundaries of these lands prior to any adjacent development disturbance, and maintain in place the temporary fencing for the duration of development construction; and
 - f) restore and revegetate any proposed disturbance or grading activities within these lands with extensive plantings using native species compatible with the surrounding environment.
51. A clause shall be added to the Development Agreement stating that the Owner shall submit design plans and carry out or cause to be carried out naturalization and restoration plantings on the environmental protection Block(s) on the Plan in accordance with the environmental impact statement to be submitted to the satisfaction of the Parks Division.

Trails:

52. A clause shall be added to the Development Agreement stating that the Owner shall submit a trails plan in accordance with the standards set out in the Town of Aurora Trails Master Plan dated November 2011, and to the satisfaction of the Parks Division.

53. A clause shall be added to the Development Agreement stating that the Owner shall identify the trail system on display plans within the Sales Office.

Vegetation Management:

54. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out and all recommendations of a vegetation management plan (the "VMP") submitted by the Owner to the satisfaction of the Parks Division, which VMP shall be prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester, or other environmental specialist, as required, and shall include, but not be limited to, the following:
- a) a detailed vegetation inventory and assessment identifying all vegetation 50mm caliper or greater for individual tree assessments and/or perimeter at canopy of woodland, groups or stands of vegetation; identifying trees and vegetation on adjacent property that may be impacted; and including inventory that identifies species, size and condition;
 - b) identification of all vegetation removals and identification of all protection measures including tree preservation zones for vegetation designated to be preserved; an at-grade impact assessment to support vegetation removals; and/or preservation measures;
 - c) a monetary vegetation appraisal in order to determine compensation planting in accordance with the Town's Tree Removal/Pruning & Compensation Policy;
 - d) provisions for compliance monitoring and protection/mitigation specifications and implementation of all arboricultural requirements for trees designated to be preserved during construction; and provisions for post construction performance monitoring and rehabilitation specifications;
 - e) the Town's minimum tree preservation standards, and for trees in close proximity to existing and proposed residential infrastructure, ensure trees designated to remain are safe, healthy, structurally sound and free of all hazard conditions, and trees in poor or declining health being removed with all Ash (*Fraxinus*) species being designated for removal due to exposure to Emerald Ash Borer;
 - f) coordination with existing homeowners for trees located on property boundaries that require removal with homeowner's approval for removals and coordination, method of removal, and replacement being obtained; and
 - g) a compensation planting plan providing plantings equal to or greater than the appraised value of vegetation designated to be removed within the Plan, which compensation planting shall be completed in addition to the Town's minimum planting standards, and where compensation plantings cannot be provided within the Plan in the full assessed value, the Owner shall pay a fee to the Town equal to the value of the balance of compensation plantings, to the satisfaction of the Parks Division.
55. A clause shall be added to the Development Agreement stating that prior to the commencement of any demolition, topsoil removal, grading or construction activities within the Plan, the Owner shall construct temporary Paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the VMP; that the Owner shall maintain this fencing in good condition for the duration of development within the Plan; and provide signage panels on protection fencing

identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Parks Division.

56. Prior to the execution of the Development Agreement, the Owner shall only be permitted to remove trees within the Plan upon the execution of an agreement with the Town with respect to tree removal, preservation, payment of fees, and any such other related items to the satisfaction of the Parks Division.

Fencing:

57. A clause shall be added to the Development Agreement stating that the Owner shall install onsite black vinyl chain link fencing to Town standards on the municipal side of lot lines for all lots and blocks on the Plan that are adjacent to municipal lands.

Landscaping:

58. Prior to the execution of the Development Agreement, the Owner shall submit landscape design plans for approval by the Parks Division detailing landscape works for street tree planting on all road allowances within the Plan. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the landscape works in accordance with Town standards and to the satisfaction of the Parks Division, or as an alternative, and at sole the discretion of the Town, pay cash-in-lieu of the value of street tree plantings to the Town in accordance with the approved landscape plans to the satisfaction of the Parks Division.
59. A clause shall be added to the Development Agreement stating that the Owner shall, at the time of street tree installations, distribute to each prospective purchaser of lots within the Plan, a copy of the Town's "Boulevard Tree" information brochure. The Owner shall obtain the Brochures from the Parks Division at no cost to the Owner.
60. Prior to the execution of the Development Agreement, the Owner shall submit landscape design plans for all proposed fencing, landscape structures, Development entry features, buffer plantings, stormwater management plantings, or any other landscape features required by urban and architectural design guidelines or as required by Town standards, to the satisfaction of the Parks Division. A clause shall be added to the Development Agreement stating that the Owner carry out or cause to be carried out the landscape works.
61. A clause shall be added to the Development Agreement stating that the Owner shall provide consistent and continuous minimum 300mm depth topsoil for all areas associated with tree and shrub plantings within the Plan, to the satisfaction of the Parks Division. These areas shall include all boulevards designated for street tree plantings, storm water management facilities and landscape and grading buffers.
62. A clause shall be added to the Development Agreement stating that the Owner shall provide the Town the with a right of first refusal of surplus topsoil at no cost to the Town prior to topsoil removal within the Plan.
63. A clause shall be added to the Development Agreement stating that the Owner shall perform topsoil testing in accordance with Town standards by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the Plan and

that the Owner shall implement fertilizers and soil amendments in accordance with topsoil test recommendations to the satisfaction of the Parks Division.

64. A clause shall be added to the Development Agreement stating that the Owner shall pay a one-time financial contribution for the purposes of supplementing the Town's on-going annual maintenance costs associated with landscape works on municipal lands, such works as required by the Town's standards and/or approved urban and architectural design guidelines. The amount of the contribution shall be equal to twenty-five percent (25%) of the total cost of plant material installed on municipal lands within the Plan, with the exception of naturalization and restoration plantings within the Plan.
65. Upon execution of the Development Agreement, the Owner shall pay landscape fees in accordance with the Town's Fees and Charges By-law, as amended or successor thereto based on the percentage amount of estimated landscape works provided by the consulting landscape architect and approved by the Town.

Building Division Conditions

66. Prior to the execution of the Development Agreement, the Owner shall submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the proposed lots, blocks and/or units within the Plan, to the satisfaction of the Chief Building Official.
67. Prior to the execution of the Development Agreement, the Owner shall submit a geotechnical report for review and approval by the Town, which deals with the relative elevations of foundations and footings, the requirements for engineered fill based on existing subsurface conditions, and the requirements for road and municipal services construction, to the satisfaction of the Building Division. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the report.
68. Prior to the execution of the Development Agreement, the Owner shall submit engineering details, specifications and recommendations from the Owner's engineer for any retaining walls to be constructed within the Draft Plan for which a building permit is required under the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and O. Reg. 350/06 (Building Code), (the "*Building Code Act*"), indicating therein any restrictions such as setback limits for structures, in-ground or above ground pools, trees and landscaping etc. to the satisfaction of the Building Division and Engineering Division. A clause shall be added to the Development Agreement stating that the owner(s) of private lands abutting municipal lands containing retaining wall(s) shall be solely responsible to maintain and protect the structural integrity of any retaining wall(s) constructed on their lot(s) at all times, at their sole cost and expense, and shall retain in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to retaining walls, especially before excavating or extracting any earth for any purpose such as tree planting and landscaping, or before erecting or constructing any accessory structures on their lot, including, but not limited to garden sheds, gazebos, hot tubs or above or below ground swimming pools. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said retaining walls.

69. A clause shall be added to the Development Agreement stating that prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the decommissioning of any septic system and shall submit a consultant's certificate upon completion of the decommissioning to the satisfaction of the Town's Chief Building Official.
70. A clause shall be added to the Development Agreement stating that prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the demolition of any buildings or structures prior to the demolition of said buildings or structures to the satisfaction of the Town's Chief Building Official.
71. A clause shall be added to the Development Agreement stating that prior to the Owner offering any lots or blocks on the Plan for sale, the Owner shall obtain the written approval from the Building Division of the following information with respect to the location of sales trailers, display plans and other information to be used for sales and/or marketing purposes, which information and related materials are required to be kept up-to-date to reflect the most current approvals, and/or submissions related to the Plan, and/or engineering design drawings, and other such matters as may be required by the Building Division and Engineering Division:
- a) the latest version of the approved Plan(s) or registered Plan(s), including any phasing;
 - b) the Draft Plan and adjacent lands including all sidewalks and walkways, community mail boxes, parks by type (including all recreational facilities to be provided), schools, churches, open space areas, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and external to the dwelling unit), erosion control facilities, buffer areas, watercourses, and surrounding land uses;
 - c) a copy of the approved zoning by-law for the Lands together with a copy of the executed Development Agreement (as soon as it is available); and
 - d) a copy of the approved grade and utility composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities).

Warning Clauses:

72. A clause shall be added to the Development Agreement stating that the Owner shall include in Offer to Purchase Agreements with prospective purchasers, warning clauses, including, but not limited to the following, as required by the Town:
- a) "Purchasers are advised that the developer is required to undertake and has borne the sole cost of the following items:
 - i) street trees;
 - ii) corner lot fencing as identified on the approved engineering plans;
 - iii) rear lot fencing as identified on the approved engineering plans;

- iv) noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;
 - v) fencing (if required) along school blocks, park blocks and environmental protection block(s) as identified on the approved engineering plans; and
- b) "Purchasers/tenants are advised that:
- i) there are less than three (3) on-site parking spaces on their lot;
 - ii) the construction of a catholic and public schools on a designated school block sites within the 2c west community is not guaranteed. Purchasers are advised that sufficient accommodation may not be available for students residing in this area, and you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The applicable school board will in its discretion designate pick-up points for students who qualify for transportation;
 - iii) any stormwater management features including infiltration devices on any lot shall not be the responsibility to the Town for future maintenance of costs;
 - iv) if sound levels are expected to exceed the noise criteria of the Municipality and the Ministry of the Environment, there may be noise warnings or noise control features associated with certain lots or blocks on the Plan required in accordance with an approved noise study;
 - v) if there are lands adjacent to their lot or block on the Plan which are intended for conservation and naturalization, although they are to remain as much as possible in their natural state, portions may be used for active recreational use, a public trail system and trail amenities, and the Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the lands and associated trail system and recreational amenities;
 - vi) fence gates and/or other means of access will not be permitted to access adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and stormwater management purposes) from residential properties; and
 - vii) it is the responsibility of the property owner to protect the ongoing structural integrity of any retaining walls constructed on their lot or block"

External Agency Conditions

73. Prior to the release of the Plan for registration, the Owner shall submit clearances in writing to the Planning Division from the following external agencies with respect to the Owner's fulfillment of their related conditions of approval:
- a) The Owner shall satisfy the conditions attached as Schedule "A.1" to the satisfaction of York Region.
 - b) The Owner shall satisfy the conditions attached as Schedule "A.2" to the satisfaction of Lake Simcoe Region Conservation Authority.
 - c) The Owner shall satisfy the conditions attached as Schedule "A.3" to the satisfaction of Central York Fire Services.
 - d) The Owner shall satisfy the conditions attached as Schedule "A.4" to the satisfaction of Bell Canada.

- e) The Owner shall satisfy the conditions attached as Schedule "A.5" to the satisfaction of Canada Post.
- f) The Owner shall satisfy the conditions attached as Schedule "A.6" to the satisfaction of Rogers Communications.

Clearances

- The Town's Planning Division shall advise that Conditions 1 to 12 inclusive, 72 and 73 have been satisfied, stating briefly how each condition has been met.
- The Town's Legal Services Division shall advise that Conditions 13 to 16 inclusive have been satisfied, stating briefly how each condition has been met.
- The Town's Engineering Division shall advise that Conditions 17 to 48 inclusive, 68 and 71 have been satisfied, stating briefly how each condition has been met.
- The Town's Parks Division shall advise that Conditions 49 to 65 inclusive and 80 have been satisfied, stating briefly how each condition has been met.
- The Town's Building Division shall advise that Conditions 66 to 71 inclusive have been satisfied, stating briefly how each condition has been met.
- York Region shall advise that Condition 73, a) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.
- Lake Simcoe Region Conservation Authority shall advise that Condition 73, b) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.
- Central York Fire Services shall advise that Condition 73, c) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.
- Bell Canada shall advise that Condition 73, d) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.
- Canada Post shall advise that Condition 73, e) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.
- Rogers Communication shall advise that Condition 73, f) has been satisfied; the clearance letter shall include a brief statement detailing how each related condition has been met.

Schedule "A.1"

YORK REGION CONDITIONS OF APPROVAL

1. The Owner shall save harmless the Town of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree, at the time of occupancy, to assist the Region contacting new homeowners for the purpose of implementing a "Travel Demand Management Plan."
3. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to St John's Sideroad and (Collector/Local Roads) to support active transportation and public transit, where appropriate. A drawing showing the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads shall be provided.
4. The Owner shall agree that no direct private access is permitted onto St John's Sideroad. All accesses shall be provided through local roads.
5. The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
6. The Owner shall implement the noise attenuation features as recommended by the noise study to the satisfaction of Development Engineering.
7. The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
8. The following warning clause shall be included with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
9. Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;

- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region Right-Of-Way's shall not be the responsibility of York Region.
10. The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.
 11. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Aurora for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
 12. Prior to final approval, Engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review and record.
 13. Prior to final approval, concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
 - a) Grading and Servicing;
 - b) Construction Access Design;
 - c) Utility and underground services Location Plans;
 - d) Erosion and Siltation Control Plans;
 - e) Landscaping Plans, including tree preservation, relocation and removals;
 - f) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - g) Functional Servicing Report (water, sanitary and storm services)
 - h) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration
 - i) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
 14. Prior to final approval, the Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three

- (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.
15. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
 16. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
 17. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
 18. Prior to final approval, the Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation/ Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report/ plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
 19. Prior to final approval, the Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
 20. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
 21. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
 22. Prior to final approval, the Owner shall provide an executed copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
 23. Prior to final approval, the Owner shall provide a basic 36 metres right-of-way for this section of St. John's Sideroad. All municipal setbacks shall be referenced from a point of 18 metres from the centerline of construction on St. John's Sideroad and any lands required for additional turn lanes at the intersections will be conveyed to York Region

for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor.

24. Prior to final approval, the Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

Schedule "A.2"

LAKE SIMCOE REGION CONSERVATION AUTHORITY CONDITIONS OF APPROVAL

1. That this approval is applicable to the Draft Plan of Subdivision prepared by MEHI Planning Services, dated June 12, 2022 (Revision Date May 16, 2024) and may be subject to redline revisions based on the detailed technical plans and studies.
2. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Municipality:
 - a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions.
 - b) A detailed erosion and sediment control plan.
 - c) A detailed grading and drainage plan.
 - d) 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.
 - e) 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 (2020).
 - f) An Environmental Impact Study.
 - g) An Ecological Offsetting Strategy in accordance with the LSRCA Ecological Offsetting Policy.
 - h) A Planting Plan
3. 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:
 - a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures, if required
4. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
 - a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures, if required
5. 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 Municipality.
6. 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 Municipality.
7. 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.

8. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Municipality.
9. 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.
10. 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 4.20b.-DP of the Lake Simcoe Protection Plan.
11. 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.
12. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and 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

Schedule "A.3"

CENTRAL YORK FIRE SERVICES CONDITIONS OF APPROVAL

1. A minimum of temporary street signage must be in place to assist emergency responses prior to construction of buildings.
2. Access for emergency vehicles shall be maintained at all times during construction.
3. Water supply for firefighting, including hydrants must be installed and operational prior to construction of buildings.
4. Flow rate tests of hydrants shall be conducted and hydrants colour coded with respect to flow results in accordance with NPFA Standards.
5. A schedule of firebreak lots is to be submitted to Central York Fire Services for approval prior to construction of buildings. Builders/developers will not make application for building permits for designated firebreak lots/blocks without written release of firebreak designation from Central York Fire Services.
6. No more than 6 lots in a row may be under construction at the same time without a fire break lot.

Schedule "A.4"

BELL CANADA CONDITIONS OF APPROVAL

1. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
2. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Schedule "A.5"

CANADA POST CONDITIONS OF APPROVAL

1. 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.
2. 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.
3. 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 required to be prepared a minimum of 30 days prior to the date of first occupancy.
4. 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.
5. 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.
6. 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

Schedule "A.6"

ROGERS COMMUNICATION CONDITIONS OF APPROVAL

1. The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
2. The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
3. The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
4. The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.