

## **Schedule "A"**

### **CONDITIONS OF APPROVAL**

#### **DRAFT PLAN OF SUBDIVISION (SUB-2019-02)**

**Skale (15370 Leslie) Inc.**

**15370 Leslie Street, legally described as Part Lot 21, Con. 2 Whitchurch, designated as Part 1 on Plan 65R-7001; PIN 03642-0034 (the "Lands")**

**DRAFT PLAN APPROVAL AND THE FOLLOWING DRAFT PLAN CONDITIONS LAPSE AT THE EXPIRATION OF THREE YEARS FROM 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 Schaeffer Dzaldov Bennett Ltd. dated May 28, 2020 with respect to the creation of one (1) block 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(s), the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
  - a) one (1) original mylar;
  - b) two (2) mylar duplicates; and
  - c) three (3) white paper prints, one (1) of which contains an A.O.L.S form.
3. Prior to the execution of the Development Agreement, the Owner shall submit, to the satisfaction of the Planning Division, an electronic and hardcopy version of the signed final draft M-Plan(s) and draft Reference Plan(s) as approved by the Land Registry Office for registration.
4. Prior to the release for registration of the M-Plan(s), the Owner shall enter into and execute agreement(s) with The Corporation of the Town of Aurora (the "Town") to permit the construction of a residential condominium development on the Lands agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town respecting Site Plan Application SP-2017-12 approved in principle by the Town on September 18, 2018 (the "Site Plan") and the Draft Plan (collectively the "Development Agreement").
5. A clause shall be added to the Development Agreement stating that the Owner shall register a condominium plan to create a private road, visitor parking, open space and stormwater management pond on Block 1 on the Draft Plan in accordance with the Site

Plan and the *Condominium Act*, 1998, S.O. 1998, c. 19, s.9 (2), as amended, at the sole expense of the Owner (the "Condo Plan").

6. A clause shall be added to the Development Agreement stating that if the Condo Plan is for a Common Elements Condominium, the Owner shall obtain the Town's approval of a Part Lot Control Exemption application to create the Parcels of Tied Land (POTLs) in accordance with the Site Plan.
7. Prior to the execution of the Development Agreement, the Lands shall be 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.
8. Prior to the execution of the Development Agreement, the Owner shall submit to the satisfaction of the Planning Division, 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; and indoor air quality; and a residential information/education package. 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 approved report to the satisfaction of the Town.
9. Prior to the execution of the Development Agreement, the Owner shall submit to the satisfaction of the Town and Lake Simcoe Region Conservation Authority in accordance with the *Endangered Species Act*, 2007, S.O. 2007, c.6., a detailed environmental impact study/natural heritage evaluation (the "Natural Heritage Evaluation"). 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 Natural Heritage Evaluation to the satisfaction of the Town.
10. A clause shall be added to the Development Agreement stating that the Owner shall implement any and all the recommendations for the design and construction of all residential dwelling units, walkways, landscaping and all other elements on the Plan, in accordance with Site Plan Application SP-2017-02 approved by the Council of the Town on September 18, 2018.
11. Prior to the release for registration of the M-Plan(s), the proposed street on the Plan shall be named to the satisfaction of the Planning Division and the Region of York, in accordance with the Town of Aurora Street Naming Policy.
12. Prior to the Owner entering into any Offer to Purchase Agreements respecting the lands on the M-Plan, the Owner shall submit to the satisfaction of the Town plans to be displayed and posted in all sales offices (and indicated on any copy of the M-Plan prepared for public display or distribution) which clearly indicate the location of the following facilities in respect to the lands being purchased:
  - a) parks by type;
  - b) public trail systems;
  - c) environmental areas and storm water management facilities;
  - d) walkways;

- e) place of worship sites;
- f) commercial sites by type;
- g) existing and proposed schools by type;
- h) existing and future rail facilities;
- i) existing and future provincial highways
- j) existing and future arterial roads;
- k) existing and potential bus and transit loops;
- l) existing and proposed fences;
- m) berms and noise attenuation fencing;
- n) existing and proposed sidewalks, trails and bicycle paths/routes;
- o) surrounding land uses;
- p) future road extensions and all temporary turning circles required to be constructed; and
- q) all utilities and other facilities as specified by the Town.

The Owner shall also display in all sales offices a copy of the approved Zoning By-law for the Lands; and a copy of the Conditions of Draft Plan Approval and any related phasing plans (indicating the timing of registration of future phases) as approved by the Town including any related agreements, reports, plans, studies, etc. approved by the Town as they become available.

13. A clause shall be added to the Development Agreement stating that 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 Agreement(s) imposed by the Town.

Legal Services Division Conditions

14. Prior to the execution of the Development Agreement, the Owner shall submit a draft Solicitor's Title Opinion for the Lands to the satisfaction of the Town Solicitor.
15. A clause shall be added to the Development Agreement stating that the following items shall be registered on title to the Lands by the Town, for nominal consideration, free of encumbrances, and at the sole cost of the Owner, as applicable, to the satisfaction of the Town Solicitor:
  - a) any and all restrictive covenants or other land interests required by the Town; any and all easements to be granted to the Town for municipal purposes; any and all lands to be conveyed to the Town for municipal purposes; and any public highways or road widenings on the Plan to be dedicated to the Town;
  - b) the Development Agreement and any ancillary agreements required by the Town in priority of all encumbrances; and
  - c) an inhibiting order immediately following the registration of the M-Plan(s), if required.

Engineering Division Conditions

Private Wells:

16. If required by the Town, prior to the execution of a Development Agreement, the Owner shall submit to the Town's satisfaction, a survey and written report to study nearby private wells on lands external to the Plan, including information on water quality and quantity. Water sampling and analysis on external lands shall be completed at selected wells where existing water quality concerns are suspected upon obtaining legal access from external land owners. The study shall provide yearly information and a clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations contained in the study for a minimum of two (2) years after completion of any construction of servicing or until any noted concerns are mitigated to the satisfaction of the Town.
17. If required by the Town, prior to the execution of a Development Agreement, the Owner shall submit to the Town's satisfaction prior to any site alteration on the Plan, and on a yearly basis, a report from the Owner's hydrogeological consultant (to be retained to monitor the groundwater table) which summarizes and identifies groundwater fluctuations, if any, and provides qualified justification for possible fluctuations including recommendations to mitigate construction impacts, if any, and any modifications required as a result of carrying out the monitoring and design, modifications at the Owner's sole expense. 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 to the satisfaction of the Town.
18. A clause shall be added in the Development Agreement stating that the Town may require the Owner to provide confirmation prior to the release for registration of the M-Plan(s) that there will be no future ground source heat pump installations involving wells associated with the Plan and that all existing private wells on the Plan will be located and properly abandoned.
19. A clause shall be added to the Development Agreement stating that the Owner shall properly abandon and plug any unused wells on the Plan in accordance with the *Ontario Water Resources Act*, R.S.O.1990, c. O.40, and R.R.O. 1990, Reg. 903.

Stormwater Management:

20. A clause shall be added to the Development Agreement stating that the westerly portion of the Plan as shown on the Site Plan will be used for private stormwater management purposes and that the Town will not be responsible to construct or maintain it.
21. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's and the Lake Simcoe Region Conservation Authority's satisfaction a detailed stormwater management report demonstrating that the Owner meets 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; and a hydrogeological report which addresses water balance and phosphorus removal; demonstrates that the post development water balance and phosphorous removal is acceptable; and provides any recommendations

required for mitigation. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations contained in a detailed stormwater management report to the satisfaction of the Town.

22. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's satisfaction landscape design plans for the implementation of landscape works for the stormwater management facilities on the Plan in accordance with the latest MOEE Stormwater Management Practices Planning and Design Manual and in accordance with Town standards. Landscape Works shall include the placement of 300mm topsoil and plantings. 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 to the satisfaction of the Town.
23. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's and the Lake Simcoe Region Conservation Authority's satisfaction a salt water management plan/report which provides details and methods whereby salt and saltwater is to be prevented from entering the groundwater and creeks. 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 to the satisfaction of the Town and Lake Simcoe Region Conservation Authority.

**Roads and Services:**

24. A clause shall be added to the Development Agreement stating that the Owner shall construct, at its sole cost, all roads and any turning circles with emergency access in accordance with the Plans.
25. Prior to the execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town a functional servicing report with detailed engineering design drawings and related reports for the layout and construction of roads and services (i.e. water, storm and sanitary). Sanitary sewers located outside of the Region of York's r.o.w. shall be constructed in accordance with the Town of Aurora design requirements. 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 to the satisfaction of the Town and Region of York and that the Town will not be responsible to construct or maintain any private roads and services, including, but not limited to snow removal and winter maintenance costs for roads and sidewalks on the Plan.
26. Prior to the execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town 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. 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. 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 to the satisfaction of the Town.
27. Prior to the execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town a detailed sanitary sewer capacity study (including review of

existing sewer conditions in order to determine that the proposed development can be adequately serviced). 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 (including the upgrading or remediation of any sewers as required) to the satisfaction of the Town.

28. Prior to the execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town plans including a full construction management plan detailing any phasing of construction and development and the means by which construction access will be gained during any construction or phasing. A clause shall be added to the Development Agreement stating whether or not construction access will be limited until such time as the first occupancy of any dwelling on the M-Plan if so determined by the Town in consultation with York Region and approved by Central York Fire Services and the Chief Building Official.
29. Upon execution of the Development Agreement, the Owner shall pay any additional engineering fees to a total fee of 6% of the estimated cost of all work to the satisfaction of the Town in accordance with the Town's Fees and Charges By-Law, as amended or successor thereto.
30. A clause shall be added to the Development Agreement stating that the Owner shall connect the sanitary servicing within the Plan to the sanitary sewer on Leslie Street and that no Development Charge Credits shall apply to the said connection.
31. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's satisfaction evidence of the Owner's completion of 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 and Climate Change and the Town. If applicable, a clause shall be added to the Development Agreement stating that prior to the release for registration of the M-Plan, the Owner shall do further investigative studies and do all work required to make the Lands suitable for the proposed use to the satisfaction of the Town.
32. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's and Region of York's satisfaction an internal and external traffic management plan including an external traffic study. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the works and recommendations of the plans and study to the satisfaction of the Town and that all traffic control devices (including temporary pavement markings) as specified in the internal traffic study shall be constructed prior to the occupancy of any dwelling on the M-Plan.
33. 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.

Noise Impact Study:

34. Prior to the execution of a Development Agreement, the Owner shall submit to the Town's satisfaction a noise impact study (environmental noise analysis) which:
- a) assesses projected nuisances caused by noise or vibration (as necessary) within the development prepared by a qualified noise consultant with recommended mitigation measures for noise generated by the development's internal road network;
  - b) demonstrates how noise levels can be made to be acceptable in accordance with current Ministry of the Environment guidelines, Ontario Provincial standards, and Region of York and Town policies;
  - c) addresses the long-term functionality and maintenance of any recommended mitigation measures which are deemed appropriate and acceptable to the Town; and
  - d) addresses the maximum 55dBA limit and the long term functionality and maintenance requirements of the recommended mitigation measures (attenuation barriers cannot be located on Town property or require the Town to maintain and all attenuation measures and mitigating measures proposed for acoustical purposes shall also be approved by the York Region Transportation Services Department).
35. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations and measures of the approved noise study, including the construction, installation, maintenance, inspection, alteration, removal and reconstruction of any noise attenuation walls; and the inclusion of warning clauses in all Offer to Purchase Agreements respecting the M-Plan to the satisfaction of the Town and York Region.

Parks Division Conditions

Environmental Protection Lands:

36. A clause shall be added to the Development Agreement stating that the Owner shall, in regard to the portion of the Lands zoned as environmental protection area(s) (the "EP Zone"):
- a) carry out or cause to be carried out landscaping and habitat restoration on the Plan in accordance with the Natural Heritage Evaluation to the satisfaction of the Town and Lake Simcoe Region the Conservation Authority
  - b) not disturb or otherwise use any portion of the EP Zone for the storage of topsoil or fill materials;
  - c) not encroach into the EP Zone without prior written approval of the Parks Division;
  - d) not alter grades within buffers on the EP Zone;

- e) 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 the EP Zone;
  - f) install on-site temporary Paige wire protection/silt fencing along the boundaries of the EP Zone prior to any adjacent development disturbance, and maintain in place the temporary fencing for the duration of development construction; and
  - g) restore and revegetate any proposed disturbance or grading activities within the EP Zone with extensive plantings using native species compatible with the surrounding environment.
37. Prior to execution of a Development Agreement, the Owner shall submit to the Town's satisfaction design plans for the naturalization and restoration plantings on 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 works described on design plans to the satisfaction of the Town.

Vegetation Management:

38. Prior to execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town a vegetation management plan (the "VMP") prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester, or other environmental specialist, as required, which 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;
  - 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 in the sole opinion of the Town; and

- h) coordination of naturalization and restoration plantings and vegetation related recommendations from the Natural Heritage Evaluation.
39. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out and the recommendations of the VMP to the satisfaction of the Town and that the Owner shall prior to the commencement of any demolition, topsoil removal, grading or construction activities within the Plan, construct and maintain in good condition temporary paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the VMP and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence.
40. 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 Town.

Landscaping:

41. Prior to execution of a Development Agreement, the Owner shall submit to the Town's satisfaction landscape design plans including , but not limited to:
- a) landscape works for street tree plantings on all road allowances within the Plan;
  - b) all proposed fencing, landscape structures, entry features, buffer plantings or any other landscape features required by urban and architectural design guidelines or as required by Town standards (onsite black vinyl chain link fencing to Town standards shall be installed on the municipal side of the lot lines for all lots and blocks adjoining public lands on the Plan);
  - c) landscape works for the construction of trails within stormwater management Block(s) on the Plan in accordance with the latest Ministry of Environment and Climate Change stormwater management practices and Town standards (landscape works shall include the placement of 300mm topsoil and plantings).
42. Clauses shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the works set out in the landscape design plans to the satisfaction of the Town in accordance with Town standards and that:
- a) as an alternative, and at sole the discretion of the Town, the Owner shall pay to the Town cash-in-lieu of the value of street tree plantings to the satisfaction of the Town;
  - b) the Owner shall provide consistent and continuous minimum 300mm depth topsoil for all areas associated with tree and shrub plantings within the Plan (these areas shall include all boulevards designated for street tree

- plantings, storm water management facilities and landscape and grading buffers);
- c) 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; and
  - d) 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).

Building Division Conditions

- 43. Prior to execution of a 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.
- 44. Prior to execution of a Development Agreement, the Owner shall submit to the Town's satisfaction a geotechnical report, 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. 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 to the satisfaction of the Town.
- 45. Prior to execution of a Development Agreement, the Owner shall submit to the satisfaction of the Town reference plan(s) and engineering details, specifications and recommendations from the Owner's engineer for any retaining walls to be constructed within the Plan for which a building permit is required under the Building Code Act, 1992, S.O. 1992, c. 23, as amended, and O. Reg. 332/12 (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.. If any restrictions are identified in the Owner's engineer recommendations, a clause shall be added to the Development Agreement stating that the Owner shall register restrictive covenants on title to the Lands to the satisfaction of the Town.
- 46. A clause shall be added to the Development Agreement stating that prior to the Town's 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.
- 47. A clause shall be added to the Development Agreement stating that prior to the Town's 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.

Warning Clauses:

48. 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;
  - vi) entry features and fencing (if required) as identified on the approved landscape plans; and
  - e) providing a copy of the Town's "Boulevard Tree" information brochure at the time of street tree installations."
- b) "Purchasers/tenants are advised that:
  - i) if sound levels are expected to exceed the noise criteria of the Municipality and the Ministry of the Environment and Climate Change, 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;
  - ii) if there are adjacent lands 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;
  - iii) fence gates and/or other means of access will not be permitted to access any adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and stormwater management purposes) from residential properties; and
  - iv) if retaining walls are installed on their lot or block on the Plan, restrictive covenants may be registered against the title in accordance with the terms of the Development Agreement.
- c) "Purchasers are advised that all sanitary sewers, storm sewers, storm water management ponds, watermain, roadways, curbs, sidewalks, streetlights, sewage pumping station and forcemain and other services situated within and

servicing the condominium development are under the private ownership and responsibility of the condominium corporation and comprise part of the Common Elements and that all required actions, works, costs and expenses with respect to the use, operation, maintenance, repair, replacement and alteration of these services are the responsibility, liability and obligation of the condominium corporation and the Purchaser acknowledges that the Town shall have no responsibility, liability, or obligation whatsoever with respect to any other use, operation, maintenance, repair, replacement and alteration of these services."

- d) "Purchasers are advised that their property may be subject to any necessary and required easements, rights of way or blanket easements in favour of the condominium corporation or utility service providers to accommodate for and allow the installation, placement, operation and maintenance by the condominium corporation of the above grade or below grade sanitary, storm, watermain and other services which form part of the Common Elements of the placement, operation and maintenance of utility services, including gas, hydro, cable, telephone, fibre optics and telecommunications and that the use and enjoyment of the front, side and/or rear yards of their property may be limited or restricted by such easements, rights of way, or blanket easements and by the installation, placement, maintenance, and operation of such services or utilities and that, without limitation, use and enjoyment of the front yard may be further limited or restricted by the placement and use of street furniture and above grade services or utilities."

#### York Region Conditions

49. The Owner shall enter into an agreement with the Town of Aurora, which agreement shall be registered on title, committing the owner to:

- A. Not enter into any agreement or purchase and sale with end users (\*) for the subject lands until such time as:

- a. i: The Council of the Town of Aurora has allocated, within the limit of the Regional capacity assignment, adequate available water and wastewater servicing capacities to the subject development; and,

- 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 Regions capacity assignment pertaining to the Town of Aurora allocation used for the subject development;

or

- b. The Town approves a transfer of servicing allocation to this development that is not dependent on the construction of infrastructure;

or

- c. The Regional Commissioner of the Environmental Services and the Town of Aurora confirm servicing capacity for this development by a suitable alternative method and the Town of Aurora allocates the capacity to this development.
  - B. 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 of Aurora. This agreement shall be registered on title, committing the owner to the same terms as set out in item A above.
50. The Owner shall enter into an indemnity agreement with York Region. The 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 subject Plan of Subdivision or any phase thereof by the Town of Aurora, 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, who are not end users, 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.
- (\*) the term 'end users', for the purpose of the above-noted pre-conditions, is defined as the eventual homeowner who is purchasing a dwelling for the purpose of occupancy.
51. The Owner shall save harmless the Township of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
52. The Owner shall agree to install the proposed crossing works involving the low pressure sewer and the watermain that crosses the Region's 750mm diameter watermain on Leslie Street to the satisfaction of the Region.
53. The Owner shall agree to include the following clause in the subsequent Subdivision Agreement, Purchase Agreement(s), Site Plan Agreement, Condominium Agreement(s) and Declaration of Condominium Agreement(s) "THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE ACCESS TO LESLIE STREET IS RESTRICTED TO RIGHT-IN RIGHT-OUT OPERATION ONLY."
54. 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".
55. The Owner agrees that access to Leslie Street will be restricted to right in/right out only and that it shall not initiate any action suit or any other proceeding against the Region

before any court or tribunal as a result of these restrictions of access to and from the site; including, but not limited to, any action for injurious affection.

56. The Owner shall agree to be responsible for the cost and construction of the centre median on Leslie Street.
57. The Owner shall agree to implement the recommendations of the revised Transportation Study, including TDM measures and incentives, as approved by the Region.
58. The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
59. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Aurora and York Region
60. 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 Town of Aurora:
  - A copy of the Council resolution confirming that the Town of Aurora has allocated servicing capacity, specifying the specific source of the capacity; to the development proposed within this draft plan of subdivision.
  - A copy of an email confirmation by Town of Aurora staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
61. The Owner shall provide an electronic set of 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.
62. The Leslie Street widening adjacent to this site is under progress. Should the Owner require the access improvements prior to the completion of the adjacent capital works projects of the Region, the Owner shall co-ordinate with Edward Chiu, P.Eng., Sr. Project Manager Capital Planning & Delivery, Transportation Services Tel: 1-877-464-9675 ext. 75908, email: edward.chiu@york.ca.
63. The Owner shall provide a basic 36.0 metres right-of-way for this section of Leslie Street. As such, all municipal setbacks shall be referenced from a point 18.0 metres from the centreline of construction of Leslie Street and any additional lands required for turn lanes at intersections will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor.
64. The Owner shall demonstrate that the access to Leslie Street will be physically restricted.

65. The Owner shall provide an executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
66. 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.

Lake Simcoe Region and Conservation Authority Conditions

67. That this approval is applicable to the Draft Plan of Subdivision prepared by Schaeffer Dzaldov Bennett Ltd., (MAY 28, 2020) and may be subject to redline revisions based on the detailed technical plans and studies.
68. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and the Town:
  - a. A detailed storm water management report
  - b. A detailed erosion control plan
  - c. A detailed grading plan
  - d. A detailed landscaping / planting plan for the vegetation protection zones to the on-site natural heritage features
  - e. A detailed Natural Heritage Evaluation
69. 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
70. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
  - a. Phosphorus budget
  - b. Compensatory measures if required
71. 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 Town.
72. That prior to final approval, the owner shall implement an ecological offsetting strategy to the satisfaction of the LSRCA.
73. That the Owner shall agree in the subdivision agreement to install a living / cedar rail fence to delineate the hybrid bioswale at the rear of Block B and Block C to ensure the protection of the function of the bioswale.

74. 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 Town.
75. 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.
76. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.
77. 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.
78. 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.
79. That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the Conservation Authorities Act.
80. 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.

Central York Fire Services Conditions

81. Prior to release of the plan for registration, the Owner shall demonstrate the following, to the satisfaction of Central York Fire Services:
  - a. A minimum width of 6 metres from face of the curb to face of the curb is to be provided for fire route, and cannot be impacted by any on street parking;
  - b. Fire hydrants shall be installed in accordance with the applicable Municipal Design Standards;
  - c. Private and municipal hydrants shall be clearly identified on the site plan;
  - d. The minimum width for a firebreak is 9 metres;
  - e. A maximum of one townhouse block is permitted to be under construction consecutively before a fire break is required;
  - f. A schedule of firebreak lots shall be submitted to Central York Fire Services, Fire Prevention Division for approval;
  - g. Fire route location to be indicated on plans;
  - h. A minimum of temporary street signage must be in place to assist emergency responses prior to construction of buildings;

- i. All roads must be complete to a minimum base coat and be able to support emergency vehicles with site access acceptable to Central York Fire Services prior to any building construction;
  - j. Plans shall include provisions for emergency vehicle access required to be maintained during construction;
  - k. Water supply for firefighting, including hydrants must be installed and operational prior to construction of buildings;
  - l. A schedule of Firebreak lots/blocks 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;
  - m. Authorized signs shall be placed at points of commencement and termination of the fire route, respectively, and at 23.0 metre intervals in between the said points of the commencement and termination. As these roads appear to be common element/condo roads, they are all considered fire route and must be designated/signed as such;
  - n. Where the fire route abuts the face of a building, fire route signs may be affixed to the face of a building at a minimum height of 2.0 metres, and a maximum height of 2.75 metres. Where the fire route abuts a sidewalk or landscaped area, fire route signs shall be erected on permanent posts at a minimum height of 2.0 metres and a maximum height of 2.75 metres;
  - o. Fire route design for centre line turning radius shall not be less than 12m as required by the OBC Di B 3.2.5.6 (1) (b). Turning radii are to be indicated on the site plan;
  - p. Snow removal and snow plowing is to be provided for common element condo roads during winter months to maintain clear fire department access and turn around facilities.
82. Prior to any servicing or pre-servicing (water mains, hydrants, etc.) of the site or registration of the Plan, whichever comes first, the Owner shall provide a fire safety design plan to address the response time for all lots/units proposed in Block 1 on the Plan as required by Central York Fire Services' Fire Master Plan to the satisfaction of Central York Fire Services and the Director of Planning and Development Services. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations from the Owner's Fire Safety Design Plan

Ministry of Tourism, Culture and Sport

83. A clause shall be added to the Development Agreement stating that the Owner shall not grade or otherwise disturb the soil on the Lands prior to the Ministry of Tourism, Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

Bell Canada

84. The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

Canada Post

85. Clauses shall be included in the Development Agreement(s) stating that the Owner shall:
- a. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
  - b. Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
  - c. Install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
  - d. 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.
  - e. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
  - f. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser/tenants that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners/tenants of any established easements granted to Canada Post.
  - g. 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.

Enbridge Gas

86. The owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
87. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
88. Easement(s) are required to service this development and any future adjacent developments. The applicant will provide all easement(s) to Enbridge Gas Distribution at no cost.

89. In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea30@enbridge.com

Alectra Utilities

90. The owner/developer shall complete a subdivision application form and enter into a legal binding Offer to Connect (OTC) agreement with Alectra Utilities which outline roles and responsibilities pertaining to the design, installation, energization and servicing of the Electrical Distribution System (EDS) for the subdivision. Design and Installation of the EDS can only commence once all monies, securities, easements and executed OTC have been received by Alectra Utilities. The owner/developer is responsible to provide proof of the executed OTC to the municipality to have this condition met.

**Clearances**

91. The Town's Planning Division shall advise that Conditions 1 to 13, 48 and 49 to 90 have been satisfied, stating briefly how each condition has been met.
92. The Town's Legal Services Division shall advise that Conditions 14 to 15 have been satisfied, stating briefly how each condition has been met.
93. The Town's Engineering Division shall advise that Conditions 16 to 35, and 48 have been satisfied, stating briefly how each condition has been met.
94. The Town's Parks Division shall advise that Conditions 36 to 42, and 48 have been satisfied, stating briefly how each condition has been met.
95. The Town's Building Division shall advise that Conditions 43 to 48 have been satisfied, stating briefly how each condition has been met.
96. York Region shall advise that Conditions 49 to 66 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
97. The Lake Simcoe Region Conservation Authority shall advise that Conditions 67 to 80 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
98. Central York Fire Services shall advise that Conditions 81 to 82 have been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
99. The Ministry of Tourism, Culture and Sport shall advise that Condition 83 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

100. Bell Canada shall advise that Condition 84 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
101. Canada Post shall advise that Condition 85 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
102. Enbridge Gas shall advise that Conditions 86 to 89 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
103. Alectra Utilities shall advise that Condition 90 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.