

ATTACHMENT NO. 1

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-21V006 ('THE PLAN')
ONE-FOOT DEVELOPMENTS INC. ('THE OWNER')
8471 HUNTINGTON ROAD, CITY OF VAUGHAN**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('THE CITY') THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE PLAN, ARE AS FOLLOWS:

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment 1a).
2. The Conditions of Approval of York Region set out on Attachment 1b) and dated September 17, 2021.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out on Attachment 1c) and dated February 3, 2023.
4. The Conditions of Approval from the Ministry of Transportation as set out in Attachment No. 1d) and dated October 7, 2021.
5. The Conditions of Approval from TC Energy as set out on Attachments 1e) and dated January 24, 2023.
6. The Conditions of Approval from Hydro One Networks Inc. as set out in Attachment No. 1f) and dated July 13, 2021.
7. The Conditions of Approval from Bell Canada as set out on Attachment 1g) and dated September 22, 2022.
8. The Conditions of Approval from Canada Post as set out in Attachment No. 1h) and dated October 11, 2022.
9. The Conditions of Approval from Enbridge Gas Inc. as set out in Attachment 1i) and dated February 3, 2021.
10. The Conditions of Approval from Alectra Utilities Corporation as set out in Attachment 1j) and dated September 22, 2022.

Clearances

1. The City shall advise that the Conditions on Attachment 1a) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
2. York Region shall advise that the Conditions on Attachment 1b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. The Toronto and Region Conservation Authority shall advise that the Conditions on Attachment 1c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. The Ministry of Transportation shall advise that the Conditions on Attachment 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. TC Energy shall advise that the Conditions on Attachment 1e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Hydro One. Networks Inc. shall advise that the Conditions on Attachment 1f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. Bell Canada shall advise that the Conditions on Attachment 1g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
8. Canada Post shall advise that the Conditions on Attachment 1h) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
9. Enbridge shall advise that the Conditions on Attachment 1i) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
10. Alectra Utilities Corporation shall advise that the Conditions on Attachment 1j) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT No. 1a)

CITY OF VAUGHAN CONDITIONS:

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by KLM Planning Partners Inc., dated March 6, 2023 (the 'Plan') and as red-lined by Development Engineering dated March 8, 2023.
2. If approval of a final plan of subdivision is not given within 3 years after the date upon which approval of Draft Plan of Subdivision File No. 19T-21V006 was given, then the draft plan approval shall lapse unless extended by the City upon application by the Owner.
3. The Owner shall provide the final georeferenced AutoCAD drawings of the Plan, site plan and landscape plan, the associated Excel translation files and individually layered pdfs for all drawings to the satisfaction of the GIS section of the Development Planning Department. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.
4. The lands within this Plan shall be appropriately zoned by a Zoning By-law, which has come into effect in accordance with the provisions of the *Planning Act*.
5. The Owner shall pay any and all outstanding application fees, and landscape review and inspection fees to the Vaughan Development Planning Department in accordance with the in-effect Tariff of Fees By-law.
6. The Owner shall pay any and all outstanding street numbering, and street naming fees in accordance with the in-effect Tariff of Fees By-law.
7. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, the provisions of roads and municipal services, landscaping, and fencing. The said agreement shall be registered against the lands to which it applies.
8. The Owner shall provide a detailed tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation based on the arborist report recommendations. In addition:
 - a. The study shall quantify the value of the tree replacements using the Urban Design Tree Replacement Valuation outlined in the City's Tree Protection Protocol;
 - b. The Owner shall not remove trees without written approval by the City; and

- c. The Owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-Law 052-2018
- 9. A fee shall be provided by the Owner to the Development Planning Department in accordance with the in-effect Tariff of Fees by-law for Vaughan Planning Applications – Landscape Plan Review:
 - a. This fee will include staff's review and approval of proposed streetscaping/landscaping within the Plan (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans; and
 - b. A fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City of Vaughan.
- 10. The Owner shall prepare an urban design brief which must articulate how the design and concept is consistent with the performance standards outlined in the Vaughan City-Wide Urban Design Guidelines and Vaughan Official Plan 2010 Urban Design Policies. The document shall address, but not be limited to, the following issues:
 - a. Landscape master plan; co-ordination of the urban design/streetscape elements including built form and street tree planting;
 - b. The appropriate edge treatments and landscaping along Huntington Road with low-maintenance plant material;
 - c. Edge restoration along the natural heritage network;
 - d. Trail system within the natural heritage network;
 - e. Architectural control design guidelines, including appropriate flankage elevations along Huntington Road; and
 - f. Sustainability design practices/guidelines.
- 11. The Owner shall agree in the subdivision agreement that all development shall proceed in accordance with the City of Vaughan Sustainability Metrics program. The program shall present a set of metrics to quantify the sustainability performance of new development projects.
- 12. The Owner shall prepare a detailed edge management plan study for the perimeter of the natural heritage network. The study shall include an inventory of all existing trees within an

8-metre zone inside the staked edges, and areas where the natural heritage network edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City.

- a. The Owner shall provide a report for a 20-metre zone within all staked natural heritage network edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
13. The Owner shall agree in the subdivision agreement to erect a permanent 1.5-metre-high black vinyl chain-link fence or approved equal along the limits of the employment blocks that abut the natural heritage network and associated buffer blocks.
14. The Owner shall convey Natural Heritage Network Block 4, and Buffer Blocks 5 and 6, to the City free of all cost and encumbrances.
15. The Owner shall convey to the City, free of all costs and encumbrances, Road Widening (Block 7) and any associated 0.3m reserves, including Block 8, necessary to facilitate the Huntington Road Urbanization capital project, to the satisfaction of the City.
16. The Owner shall convey to the City, free of all costs and encumbrances, Streets "1" and "2" and any associated 0.3m reserves necessary to facilitate the Block 59 West spine roads, to the satisfaction of the City.
17. The Owner shall agree in the Subdivision Agreement to provide a soils report for all street tree pits and planting beds throughout the Plan to the satisfaction of the City.
18. The Owner shall agree in the Subdivision Agreement that should archaeological resources be found on the property during construction activities, all work must cease, and the Ontario Ministry of Heritage, Sport, Tourism, and Culture Industries and the City of Vaughan's Development Planning Department, Urban Design and Cultural Heritage Division shall be notified immediately.
19. The Owner shall agree in the Subdivision Agreement that in the event human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services.
20. Prior to the transfer of Blocks 4, 5 and 6 to the City, which have only undergone a Stage 1 Archaeological Assessment, a Stage 2 Archaeological Assessment (AA) shall be required. The Owner shall ensure:

- a. In accordance with the City of Vaughan's updated draft Terms of Reference for Archaeological Assessments, the retained consultant will engage the Mississaugas of the Credit First Nation (MCFN), the City of Vaughan Treaty and Traditional Rights holders, and the Huron-Wendat Nation (archaeological interest) prior to commencing the Stage 1 AA or in this case, at the earliest opportunity prior to starting the Stage 2 AA. Information regarding consultation with First Nations communities can be found in the living document Engaging Aboriginal Communities in Archaeology, 2010 available on the Ministry of Tourism, Culture and Sport website. Also, refer to the MCFN Standards and Guidelines for Archaeology for more information.
- b. The consultant should include an Indigenous Engagement Summary as part of the report and subsequent reports (where applicable).
- c. The draft report of the Stage 2 shall be sent to the City's Cultural Heritage staff for review and comment, as well as to the Aboriginal Communities that have been engaged.

21. Should any archaeological sites be identified through the Stage 2 AA and require further assessment, the City may consider the following options as set out in Section 6.4 of the City of Vaughan 2010 Official Plan:

- a. To support the recognition, protection and conservation of archaeological sites in Vaughan by designating, where appropriate, archaeological sites under the Ontario Heritage Act;
- b. That known archaeological resources be protected and conserved by:
 - i. retaining aboriginal archaeological sites as greenspaces where deemed appropriate and to the extent possible, to be preserved and protected as designated properties or Cultural heritage landscapes under the Ontario Heritage Act;
 - ii. restricting development on all First Nations village sites where deemed appropriate through consultation with the Ministry of Citizenship and Multiculturalism and excluding such sites from the calculation of developable area of a site;

22. That, where burial sites are encountered during any excavation or other action, the provisions of the Funeral, Burial and Cremation Services Act, and its regulations shall apply:

- a. Where First Nations burials are discovered, consultation shall occur in accordance with the "York Region First Nations Consultation Protocol", with the nearest First Nation and the First Nation with the closest cultural affiliation, if that can be determined; and

- b. Shall ensure adequate archaeological assessments and consultation with appropriate agencies, including the Ministry of Citizenship and Multiculturalism, when an identified and marked or unmarked cemetery is affected by land use development. The provisions under the Ontario Heritage Act and Funeral, Burial and Cremation Services Act shall also apply.
- 23. The City may restrict development on lands containing archaeological resources or areas of archaeological potential unless the significant archaeological resources have been conserved in situ or, where the nearest First Nation and the First Nation with the closest cultural affiliation have been consulted in accordance with the "York Region First Nations Consultation Protocol" and are in agreement with the means of conservation, through removal and documentation.
- 24. Where significant archaeological resources are preserved in situ:
 - a. the area subject to in situ conservation shall be excluded from the calculation of the developable area of the site; and
 - b. the area subject to in situ conservation may be included, at the discretion of the City, in required open space land dedications.
- 25. An updated Block 59 Plan, depicting the relocation of the Stormwater Management Pond W2 to the southeast side of Street 'G' and redesignation of those lands as General Employment, shall be provided to the satisfaction of the Policy Planning and Special Programs Department.
- 26. The road allowances included within this Plan shall be named to the satisfaction of the City and the Regional Municipality of York.
- 27. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
- 28. Any dead ends or open sides of road allowances created by this Plan shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.
- 29. The Owner shall agree in the subdivision agreement that construction access shall be provided only in a location approved by the City and the Region of York.
- 30. The Owner shall grant easements to the appropriate authority(ies) as may be required for utility, drainage or construction purposes, free of all charges and encumbrances.

31. A soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement, if required, to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
32. Prior to the initiation of grading, and prior to the registration of this draft plan of subdivision or any phase thereof, the owner shall submit to the City for review and approval the following:
- a. A detailed engineering report that describes the storm drainage system for the proposed development within this draft plan, which report shall include:
 - i. plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - ii. the location and description of all outlets and other facilities;
 - iii. storm water management techniques which may be required to control minor or major flows; and
 - iv. proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports to the satisfaction of the City.

33. The Owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
34. The Owner shall pay its proportionate share of the cost of any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the development of the Plan.
35. The Owner shall make the necessary arrangements at the expense of the Owner for the relocation of any utilities required by the development of the Plan to the satisfaction of the City.
36. The Owner shall agree in the subdivision agreement to design, purchase material and install a streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the City.
37. The Owner shall agree in the subdivision agreement to maintain adequate chlorine residuals in the watermain within the Plan after successful testing and connection to the potable

municipal water system and continue until such time as determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.

38. The Owner shall agree that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.
39. The Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks within the entire Plan:

- a. "Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of employment units is a requirement of this subdivision agreement. A drawing depicting conceptual location for boulevard trees is included in Schedule "B" of the Block 59 Spine Servicing Agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete boulevard trees without further notice"
- b. "Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this subdivision agreement.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this subdivision agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord."

- c. "Purchasers and/or tenants are hereby put on notice that the *Telecommunications Act* and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs."
- d. "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office."
- e. "Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants."
- f. "Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway,

laneway, walkway or other similar public space, is a requirement of this subdivision agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3m reserve, as shown on the Construction Drawings.

- g. "The City has taken a Letter of Credit from the Owner for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this subdivision agreement."
- h. "Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this subdivision agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is NOT a requirement of this subdivision agreement.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot owner. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance."

Any additional warning clause as noted in the subdivision agreement shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.

- 40. The Owner acknowledges that the final engineering design(s) may result in minor variations to the Plan (e.g. in the configuration of road allowances and lotting, number of lots etc.), which may be reflected in the final plan to the satisfaction of the City.
- 41. The Owner shall address and satisfy all comments supplied by the Development Engineering Department, to the satisfaction of the City.
- 42. The Owner shall provide the City with a letter from the Trustee for Block 59 West indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 59 West Landowners Cost Sharing Agreement.

The City acknowledges that the Owner has entered into a Developers' Group Agreement with the other participating landowners within Block 59 West to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of

parks, cash-in-lieu of parkland, roads and municipal services within Block 59 West. The Developers' Group Agreement shall also include a provision for additional landowners to participate with the Developers' Group Agreement when they wish to develop their lands. Prior to the issuance of the Building Permit, the owner shall pay to the City of Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 2% of the value of the subject lands, in accordance with Section 51 of the Planning Act and the City of Vaughan Parkland Dedication By-law. The Owner shall submit an appraisal of the subject lands prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of calculation of the cash-in-lieu payment.

43. The Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider to provide their services underground at the approved locations and to the satisfaction of the City.

The Owner shall provide a copy of the fully executed subdivision agreement to the appropriate telecommunication provider.

44. The Owner shall provide confirmation satisfactory to the City that arrangements have been made with a suitable telecommunication provider to provide its services underground at the approved locations and to the satisfaction of the City. The Owner shall permit any telephone or telecommunications service provider to locate its plant in a common trench, provided the service provider has executed a municipal access agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant to permit connections to individual employment blocks within the Plan when each employment block is constructed.
45. A Water Supply Analysis Report shall be submitted to the satisfaction of the City which shall include a comprehensive water network analysis of the water distribution system and shall demonstrate that adequate water supply for the fire flow demands is available for the Plan and each phase thereof.
46. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study that identifies, if any, local wells that may be influenced by construction and, if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision.
47. Prior to final approval of the Plan, and/or conveyance of land, and/or commencement of grading or construction, the Owner shall implement the following to the satisfaction of the City:
 - a. Submit a Phase One Environmental Site Assessment (ESA) report and, if required, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its

intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City;

- b. Should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan;
 - c. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City; and
 - d. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
48. The Owner shall agree that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
49. The City and Region of York shall confirm that adequate water supply and sewage treatment capacity are available and have been allocated to accommodate the proposed development.
50. The Owner shall agree in the subdivision agreement and future site plan agreement(s) to assume ownership, operation and maintenance obligations of all stormwater facilities and infrastructure within Employment Block 1 required to service Employment Block 1 as per approved Draft Plan and obtain any private servicing/access easements from the City required to facilitate the above noted stormwater facilities and infrastructure, all to the satisfaction of the City.
51. The Owner shall agree in the subdivision agreement to provide the City with a Letter of Credit (LC) in the amount of \$195,300.00 to secure for the Owners proportionate share of costs related to any necessary sanitary sewer capacity improvements to the Medallion temporary outlet as may be identified by the City's on-going flow monitoring program.
52. The Owner shall agree in the subdivision agreement to implement Traffic Demand Management (TDM) measures as per recommendations in the approved Traffic Impact Study to the satisfaction of the Development Engineering Department.

53. The Owner shall agree in the subdivision agreement to inspect, evaluate and monitor all wells within the zone of influence prior to, during and after construction has been completed. Progress reports should be submitted to the City as follows:

- a. A base line well condition and monitoring report shall be submitted to the City prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 - i. Bacteriological Analysis – total coliform and E-coli counts
 - ii. Chemical Analysis – Nitrate Test
 - iii. Water level measurement below existing grade
- b. In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing, the Purchaser, the Regional Health Department and the City within twenty-four (24) hours of the test results;
- c. Well monitoring shall continue during construction and an interim report shall be submitted to the City for records purposes;
- d. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the City prior to Completion Approval; and
- e. If the private well systems in the zone of influence deteriorate due to the servicing of the Plan, the Owner shall provide temporary water supply to the affected residents upon notice by the City. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner will engage the services of a recognized hydro geologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the municipal watermain system.

54. The Owner shall agree in the subdivision agreement to obtain all necessary permissions to enter from adjacent private properties to facilitate and construct the required facilities necessary to service the Plan, free of all costs and encumbrances, and to the satisfaction of the City.

55. The Owner shall agree in the subdivision agreement to decommission any existing wells and driveways on the Plan in accordance with all applicable provincial legislation and guidelines and to the satisfaction the City.

56. Prior to the conveyance of land and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:

- a. For all parks, open spaces, landscape buffers, and storm water management pond block(s) in the Plan that are being conveyed to the City, submit a limited Phase Two Environmental Site Assessment (ESA) report in accordance or generally meeting the intent of Ontario Regulation (O. Reg.) 153/04 (as amended) assessing the fill in the conveyance block(s) for applicable contaminants of concern. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil placement. Reliance on the ESA report(s) from the Owner's environmental consultant shall be provided to the City;
 - b. If remediation of any portions of the conveyance block(s) is required in order to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) where remediation was required;
 - c. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s); and
 - d. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
57. Prior to the initiation of the grading or stripping of topsoil and final approval of the Plan, the Owner shall submit a topsoil storage plan detailing the location, size, slopes stabilization methods and time period, for the review and approval by the City. Topsoil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on the open space and/or buffer blocks.
58. Prior to initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and house building program including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
59. The Owner shall provide a revised Arborist Report to the satisfaction of the City's Forestry Division.

60. The Owner shall design and agree in the subdivision agreement to construct a 3-metre-wide asphalt Multi-Use Recreational Trail and associated infrastructure starting at Langstaff Road north to John Lawry Street. This will require constructing within publicly owned buffer blocks within of the 8811 Huntington Road and 6560 Langstaff Road applications and the subject lands 8741 Huntington Road in accordance with the approved Trail Feasibility Report, to the satisfaction of the Parks Infrastructure Planning and Development. The Owner shall agree that all trails in the subject lands are designed in accordance with the City's Multi-Use Recreational Trail standards, AODA standards and the York Region Forest Trail Guidelines. A cost estimate of the total value of trail works including all external works to be completed by the landscape architectural consultant shall be required to the satisfaction of Parks Infrastructure Planning & Development. Incurred trail asset costs excluding open space buffer, base grading, edge management, and restoration, will be eligible for reimbursement through Development Charge Reserve funding.
61. The Owner shall design and agree in the subdivision agreement to construct a 3-metre-wide asphalt Multi-Use Recreational Trail and associated infrastructure on their development site in accordance with the Community Multiuse Recreational Pathway (Trails) general requirements:
- a. the Owner shall construct a multiuse recreational trail to City standards, guidelines and to the satisfaction of the City;
 - b. All multiuse recreational pathways connection segments shall be asphalt and a minimum 3.0m in width with an additional 1.0m mow strip on both sides, flared and with appropriate line markings to City Standards;
 - c. The open space pathway shall not exceed a 5% grade. The trails shall be site verified by the Parks Infrastructure Planning and Department prior to construction. The open space trail shall not require asphalt paving except for the portions of the open space trail that connect to a residential subdivision and those portions of the trail that exceed a 5% grade as per City Standards;
 - d. Appropriate signage and wayfinding shall be provided include trail head signage at entrance point, trail wayfinding, information, warnings, and maintenance notices. City shall review graphics and content;
 - e. All pathways crossing over a culvert shall flare out 2.0 m on either side of the pathway as per City Standards;
 - f. Suitable light levels shall be achieved along the multi-use recreational pathway. If suitable light level cannot be achieved form street lighting, pedestrian lighting shall be required along the multi-use pathway to the satisfaction of the City;

- g. The multi-use recreational pathways shall be site verified by the Parks Infrastructure Planning and Development Department prior to construction; and
 - h. The multi-use recreational pathways shall meet the Accessibility Design Guidelines for York Regional Forest Trails.
62. The Owner shall agree in the subdivision agreement that upon execution of the agreement, the Owner shall convey an easement along the length of the proposed trail alignment within Block 6 (Buffer), in favour of the City of Vaughan for the purposes of public access and the construction and maintenance of a future public trail/walkway (the "Public Trail/Walkway") over the portion of the easement lands and is to be registered on title for these lands without disturbance in perpetuity.
63. The Owner shall agree in the subdivision agreement to construct the 3-metre-wide asphalt Multi-Use Recreational Trail to City standards and requirements. A letter of credit in favour of the City for the full cost of the development of this trail connection within the development site, will be required. The letter of credit will be drawn upon should be it be required by the City to develop the proposed trail. The letter of credit will be released upon completion of the trail and placement of requisite easements on the trail location, to the satisfaction of the City.
64. The Owner shall agree in the Subdivision Agreement to pay to the City a one-time financial contribution based on a per hectare rate of \$5,000.00/hectare for the long-term maintenance of the valley lands identified as Block 4, and buffer lands (vegetative protection zone) identified as Blocks 5 and 6 on the Plan. The contribution amount is required for the long-term maintenance of these blocks including, but not limited to, turf maintenance, litter and illegal dumping clean-up, general trail maintenance and restoration.
65. The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations resulting from studies or submissions required as a condition of draft approval.
66. The Deputy City Manager of Planning and Growth Management be delegated the authority to approve any minor revisions to the draft plan or draft conditions as a result of errors, omissions, or other revisions as required through detailed Engineering design.
67. The Owner shall provide confirmation that the lands currently owned by Anatolia Block 59 Developments Limited and that form a part of Block 2, have been transferred to the Owner.