

ATTACHMENT 1A

DRAFT PLAN OF SUBDIVISION FILE 19T-19V003 ('THE PLAN') BLOCK 18 PROPERTIES INC. ('THE OWNER') BLOCK 203 ON PLAN 65M-3932 AND PART 31 ON 65R-26885 WITHIN PART OF LOT 19, CONCESSION 3, 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
PLAN OF SUBDIVISION FILE 19T-19V003, ARE AS FOLLOWS:**

CITY OF VAUGHAN CONDITIONS

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by KLM Planning Partners Inc., dated March 11, 2020, (the 'Plan').
2. The Owner shall pay any and all outstanding applications fees to the Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
3. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, regarding 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.
4. The road allowance included within this Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
5. The road allowance included within this Plan shall be named to the satisfaction of the City and the Regional Planning Department.
6. The road allowance 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 m reserves. The pattern of the street and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
7. Any dead ends or open sides of the road allowance created by this Plan shall be terminated in 0.3 m 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.

8. 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.
9. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes to the appropriate authority(ies), free of all charge and encumbrance.
10. Prior to final approval, 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 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.

11. Prior to the initiation of grading, and prior to the registration of this Plan or any phase thereof, the Owner shall submit to the City for review and approval the following:

A detailed engineering report that describes the storm drainage system for the proposed development within this draft plan, which report shall include:

- a) 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;
- b) the location and description of all outlets and other facilities;
- c) storm water management techniques which may be required to control minor or major flows; and
- d) 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 the aforementioned reports to the satisfaction of the City.

12. 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.

13. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost 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.
14. Prior to final approval of the Plan, 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.
15. 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.
16. 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.
17. The Owner shall agree in the subdivision agreement to maintain adequate chlorine residuals in the watermains 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.
18. 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 residential units is a requirement of the City and a conceptual location Plan is included in the subdivision agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a tree fee or any other fee, which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a

tree will be planted on the boulevard in front or on the side of the residential dwelling.”

- 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 Canadian Radio-telecommunication Commission (CRTC) and Innovation Science and Economic Development (ISED) Canada 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 driveway widths and curb cut widths are governed by City of Vaughan By-law 1-88, as amended, as follows:

- i) The maximum width of a driveway shall be 6 m measured at the street curb, provided circular driveways shall have a maximum combined width of 9 m measured at the street curb.
- ii) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

<u>Lot Frontage</u>	<u>Maximum Width of Driveway</u>
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12.0 m and greater ²	9.0 m
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²The Front yard for Lots 12.0 m and greater shall be comprised of a Minimum of 50% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2.”

- e) “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 the Sales Office.”
- f) “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.”
- g) “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.”
- h) “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.”
- i) “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 m 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 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.”

- j) “Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catch basins. The rear lot catch basin is designed to receive and carry only clean stormwater. It is the homeowner’s responsibility to maintain the rear lot catch basin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Construction Drawings and the location is subject to change without notice.”
- k) “Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each residential unit as a requirement of this subdivision agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City’s waste diversion programs and obtain their recycling containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue.”

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.

- 19. The Owner shall cause the following to be displayed on the interior wall of the sales office, information approved by the City of Vaughan, prior to offering any units for sale, to be monitored periodically by the City, and no Building Permit shall be issued for a sales office or model home, or a residential unit until such information is approved by the City of Vaughan:

- the Neighbourhood Plan for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines etc.;
- the location of street utilities, community mailboxes, entrance features, fencing and noise attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval;
- the location of parks, open space, stormwater management facilities and trails;
- the location of institutional uses, including schools, places of worship, community facilities;
- the location and type of commercial sites;
- colour-coded residential for townhouses
- the following notes in BOLD CAPITAL TYPE on the map:

"For further information, on proposed and existing land uses, please call or visit the City of Vaughan Planning Department, at 2141 Major Mackenzie Drive, (905) 832-8585."

"For detailed grading information, please call the developer's engineering consultant, (name) at ".

"This map is based on information available as of (date of map) and may be revised or updated without notification to purchasers."

[In such circumstances, the Owner is responsible for updating the map and forwarding it to the City for verification.]

20. Where the Owner proposes to proceed with the construction of a model home(s) prior to registration of the Plan, the Owner shall enter into an agreement with the City, setting out the conditions, and shall fulfill relevant conditions of that agreement prior to issuance of a Building Permit.
21. The Owner shall prepare a noise report at the Owner's expense and shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the noise consultant recommendations in the report to the satisfaction of the City.
22. The Owner shall agree in the subdivision agreement to convey any lands and/or easements, free of all costs and encumbrances, to the City that are necessary to construct the municipal services for the Plan, which may include any required easements and/or additional lands within and/or external to the Draft Plan, to the satisfaction of the City.

23. 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.
24. Prior to final approval of the Plan, the Owner shall enter into a Developers' Group Agreement with the other participating landowners within Block 18 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 18. The Owner acknowledges that parkland shall be dedicated and/or cash-in-lieu paid in accordance the *Planning Act* and conform to the City's "Cash-in-lieu of Parkland Policy". This agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands.
25. Prior to final approval of the Plan, the Trustee for Block 18 shall provide the City with a letter indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 18 Landowners Cost Sharing Agreement.
26. Prior to final approval of the Plan, 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.
27. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study for the review and approval of the City 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.
28. Prior to final approval of the Plan, and/or conveyance of land, and/or any initiation 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 and as applicable, 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 there be 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 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.
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
29. For park/open space block(s) that are being conveyed to the City, prior to final approval of the Plan, and/or conveyance, 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).
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
30. The Owner shall agree in the subdivision agreement to include following warning statements, in wording satisfactory to the City, in all agreements of Purchase and Sale/or tenants within the Plan:
- a) abutting or in proximity of any parkland or walkway:
“Purchasers and/or tenants are advised that the lot abuts a “Neighbourhood Park” of which noise and lighting may be of concern due to the nature of the park for active recreation.”
 - b) encroachment and/or dumping:
“Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park and open space are prohibited.”
 - c) gate of access point:
“Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the park and open space is prohibited.”
 - d) landfill:
“Purchasers and/or tenants are advised that the City of Toronto owned and operated a landfill within 4 kilometres of the property and the facility is now closed and will be redeveloped into a passive park.”
 - e) Oak Ridges Moraine:
“Purchasers and/or tenants are advised that the Plan lies within the boundary of the Oak Ridges Moraine as defined through the Oak Ridges Moraine Conservation Plan, April 22, 2002.”

31. Prior to final approval of the Plan, 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.
32. 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.
33. Prior to the initiation of the grading or striping of topsoil and final approval, 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 either park or school blocks.
34. Prior to final approval, the Owner shall not remove any vegetation or topsoil or start any grading of the lands, without a fill permit issued by the City, and a development agreement, if necessary.
35. 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.
36. The Owner shall agree in the subdivision agreement to provide information on sustainable transportation, via various media, to all purchasers and/or tenants within the Plan, including pedestrian, cycling facilities, transit routes, roundabouts, and carpooling and park-and-ride facilities (if applicable) to the satisfaction of the Development Engineering Department.
37. The Owner shall agree in the Subdivision Agreement to construct, at no cost to the City, any required sidewalk and/or walkway shown on the approved construction drawings to the satisfaction of the City.

38. Any proposed road allowances, road widening, and daylight corners on the Plan shall be dedicated as public highway on the final plan for registration to the satisfaction of the City and free of all encumbrances.
39. The Owner agrees to include in the Purchase and Sale Agreement for all lots adjacent to the open space areas associated with the creeks, a statement which advises of the public land setback from the top of bank of the creek and that public walkways may be located in this setback area.
40. The Owner shall agree in the subdivision agreement to conduct a pre-construction survey which shall include, but not be limited to, an inventory of existing municipal right-of-way of Muret Crescent and Grant Trunk Avenue. The Owner shall provide a copy of this pre-construction survey to the City prior to commencement of construction. All driveways, fences, trees, and any other private properties damaged during construction to be replaced/reinstated to original conditions or better at the Owner's expense, to the satisfaction of the City.
41. Should archaeological resources be found on the property during construction activities, all work must cease, and both the Ontario Ministry of Tourism, Culture and Sport and the City of Vaughan's Development Planning Department shall be notified immediately.
42. In the event that 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 Consumer and Business Services.
43. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the Owner to the Development Planning Department in accordance with council approved fee by-laws (i.e. Tariff of Fees for Vaughan Planning Applications - Landscape Plan Review):
 - This fee will include staff's review and approval of proposed streetscaping/landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, and natural feature edge restoration/management plans) and inspections

for tree removals permit clearance, start of guaranteed maintenance period, and assumption of the development by the City.

44. Prior to final approval, the Owner shall prepare an urban design brief. The document must articulate how the community layout and concept is consistent with the performance standards outlined in the Vaughan City-Wide Urban Design Guidelines and Vaughan City-Wide Official Plan. The document shall address but not limited to the following issues:
- Landscape master plan; co-ordination of the urban design/streetscape elements including fencing treatments and street tree planting
 - Architectural control design guidelines
 - Sustainability design practices/guidelines
45. Prior to final approval, the Owner shall agree in the subdivision agreement to the following:
- All development shall proceed in accordance with the approved Block 18 Community Architectural Design Guidelines prepared by The Planning Partnership.
 - A control architect shall be retained at the cost of the Owner with concurrence of the City to ensure compliance with the architectural design guidelines;
 - Prior to the submission of individual Building Permit applications, the control architect shall have stamped and signed drawings certifying compliance with the approved architectural guidelines; and
 - The City may undertake periodic reviews to ensure compliance with the architectural design guidelines. Should inadequate enforcement be evident, the City may cease to accept drawings stamped by the control architect and retain another control architect, at the expense of the Owner.
46. Prior to final approval, the Owner shall agree in the subdivision agreement to the following:
- All development shall proceed in accordance with the approved Block 18 Carrville Corners Landscape Masterplan prepared by NAK Design Group.
47. Prior to final approval, 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, the study shall qualify the value of the tree replacements using Urban Design Tree Replacement Valuation outlined in the City's Tree Protection Protocol
 - The Owner shall not remove trees without written approval by the City
 - The Owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-law 052-2018
48. Prior to final approval, the Owner shall prepare a detailed edge management plan study for the perimeter of the open space lands. The study shall include an inventory of all existing trees within an 8 m zone inside the staked edges, and areas where the open space 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.
- The Owner shall provide a report for a 20 m zone within all staked open space 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.
49. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 m high black vinyl chain-link fence or approved equal along the limits of the residential lots and blocks that abut the environmental protection lands and associated buffer Block 41. Prior to the registration of the subdivision agreement, the Owner will be required to pay a woodlot development charge at the rate of \$1,000.00 per dwelling unit in accordance with the Special Area Woodlot Development Charge By-law and the City of Vaughan Woodlot Acquisition Front-end Agreement.
50. The Owner shall agree in the subdivision agreement to erect a 2.5m high black vinyl chain link fence barrier along the limits of the existing park land abutting residential lots, to the satisfaction of the City.
51. The Owner shall agree in the subdivision agreement to erect permanent wood fence treatments for flanking residential lots and residential blocks (Lots 12, 16

and 40); to be coordinated with the environmental noise report and architectural design guidelines.

52. The Owner shall convey the environmental protection lands and associated buffer Block 41 to the TRCA or the City free of all cost and encumbrances.
53. The Owner shall convey the open space Block 44 to the City free of all cost and encumbrances.
54. Prior to the registration of this Plan or any phase thereof, the Owner shall prepare a landscape/restoration plan for the buffer block (Block 41) to the satisfaction of the City and TRCA.
55. The Financial Planning and Development Finance Department has advised that 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 development charges.
56. A Scoped Pathway Report shall be submitted to the Parks Planning Department investigating best practices with regards to the required pathway from the subject lands, to Freedom Trail Park and the existing walkway system, to the satisfaction of the City. The report is to include the following:
 - Cost estimates for the proposed walkway within Freedom Trail Park;
 - Details on the ideal location of the proposed pathway; taking into account existing vegetation and grades within the park;
 - Details on drainage and any culvert crossing(s), if required;
 - Grading details;
 - Assessment of impact on existing vegetation and proposed vegetation removals, if required and landscape restoration planting plan(s).
57. Prior to the registration of the Plan, the Owner shall design and agree to construct a pedestrian lit pathway to the satisfaction of and at no cost to the City, from the northern limit of the Subject Lands, connecting into the existing pathway system in Freedom Trail Park. The aforementioned works are to be completed in accordance with the scoped pathway report, to the satisfaction of and at no cost to the City.
58. The Owner shall provide the City with a Letter of Credit totaling the complete cost to build the lit pedestrian pathway on City property, which shall be held for the

estimated construction costs for the proposed site works, which shall include but is not limited to all required surveying, grading, landscape restoration along with all required construction costs to build said lit path and the lighting of a portion of the existing pathway. The Owner is responsible for the total cost of the design and construction of all works to complete the lit pedestrian pathway, including but not limited to any works of a temporary nature.

Portions or the total sum of the Letter of Credit may be drawn upon by the City, as necessary, to complete the above-noted pedestrian path/lighting works, in the case where the Owner does not fulfil the condition and/or if deemed necessary by the City.

59. The following warning clauses are to be placed within all Offers of Agreement of Purchase and Sale or Lease for all lots/units abutting the City neighborhood park (Freedom Trail Park):
- a) "Purchasers and/or tenants are advised that the lot abuts a neighborhood park and that lighting and noise should be expected from the use of the park for recreation purposes. A 2.5 m high black vinyl chin-link fence is to be constructed abutting the park block boundary with all fencing material, including foundations, wholly on the lot as per to delineate the boundary of the park and to screen the yard amenity area on the lot."
 - b) "Purchasers and/or tenants are advised that the lot abuts a neighborhood park and the park may be subject to future redevelopment resulting in additional/revised and/or renewed recreational opportunities that may result in lighting and/or noise."
 - c) "Purchasers and/or tenants are advised that the lot abuts a storm water management pond or open space valley and associated buffer, which may include trails and maintenance access routes and that noise and lighting should be expected from the use of the trail and operation and maintenance of the associated structures and facilities."
60. The Owner shall provide the City with seven (7) days written notice to allow the City to issue a permission to enter ('PTE') prior to any works on Park property. The Owner shall coordinate a site meeting with the Parks Planning, Parks Delivery/Parks, Forestry and Horticulture (if necessary) and the General Contractor to review site conditions prior to the commencement of any work.