

APPENDIX D – CONDITIONS OF ZONING APPROVAL

Prior to the enactment of the amending zoning by-law, the owner shall sign the City's standard Residential Development Agreement and any other necessary agreement(s) in effect on the date of signing. The agreement(s) shall be signed within one year of the date of Council approval, failing which, Council's approval shall lapse. The Residential Development Agreement shall include the following:

- 1) The Owner shall complete the following to the satisfaction of the City of Burlington Director of City Building:
 - a. Provision of an undertaking that the proposed overall building will not change substantially from the architectural plans submitted by Graziani + Corazza Architects Inc. dated April 5, 2018.
 - b. Provision of updated wind study as part of site plan application submission to the satisfaction of the Director of City Building;
 - c. Provision streetscape details as part of site plan application submission to the satisfaction of the Director of City Building
 - d. Agree to consolidate the properties into one parcel prior to condominium registration to the satisfaction of the Director of City Building;
- 2) The Owner shall complete the following to the satisfaction of the Burlington Director of Transportation Services:
 - a. The owner shall provide one (1) signed car share parking space at grade.
- 3) The Owner shall complete the following to the satisfaction of the Executive Director of Capital Works:
 - a. The Owner agrees to provide cash-in-lieu of parkland dedication for this development.
 - b. The Owner shall compensate the City of Burlington for the removal of the city-owned trees from the Ontario Street right-of-way by providing compensation (replanting or cash-in-lieu, where opportunity for replanting is not available, in the amount of \$7,150.00);
 - c. The Owner obtain permission and provide a copy to the City from the co-owner of shared trees (1275 Elgin Street) to remove;

- d. Provide updated plans at the Site Plan stage or before showing additional street trees, as well as additional private trees to address compensatory planting on site.
- 4) The Owner shall complete the following to the satisfaction of the Burlington Director of Finance:
 - a. Property taxes must be paid in full, including all future installments levied.
- 5) The Owner shall complete the following to the satisfaction of the Halton District School Board:
 - a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots / units and in the City's subdivision / condominium agreement, to be registered on title:
 - i. Prospective purchasers are advised that pupils may be accommodated in temporary facilities and / or be directed to schools outside of the area.
 - ii. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
 - b. The Owner agrees that in cases where the offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which include the above statement.
 - c. The Owner agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - d. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.

- e. The Owner agrees that a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the Halton District School Board.
- 6) The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
- a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots / units and in the City's subdivision / condominium agreement, to be registered on title:
 - i. Prospective purchase are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and / or bused to existing facilities outside the area.
 - ii. Prospective purchases are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you area notified that school buses will not enter cul-de-sacs.
 - iii. In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.
 - b. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and / or busing will be provided. The Owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.

Note: The Owner, its successors and assigns, is hereby notified that it agrees to pay all applicable Development Charges; as follows;

- c. City development charges in accordance with By-law No. 49-2009, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.
- d. Regional development charges in accordance with the Region of Halton Development Charges By-law(s), as amended. In addition, every owner of land located in Halton Region intended for residential development will be subject to the Front –ending Recovery payments.

- e. Educational Development Charges are payable in accordance with the applicable Education Development Charge By-laws and are required at the issuance of a building permit. Any building permits that are additional to the maximum unit yield which is specified by the Subdivision / Condominium Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.