



**CONDITIONS APPLYING TO THE APPROVAL OF THE FINAL
PLAN FOR REGISTRATION OF PLAN OF SUBDIVISION BY:**

Zarin Homes

File: 510-02/18 (24T-18002/B)

The Conditions which shall be fulfilled prior to final approval of this Plan of Subdivision as follows:

1. This approval applies to the draft plan of subdivision prepared by Labreche Patterson & Associates Inc., 4407 & 4417 Spruce Avenue, Part of Lots 14-17 & Part of Block C, Registered Plan 674, City of Burlington, Regional Municipality of Halton, dated and signed by Mackay Mackay & Peters Limited (O.L.S.) on March 29, 2019, and signed by Owner on March 30, 2019.
2. Prior to final approval, the owner shall sign the City of Burlington's Standard Subdivision Agreement and any other necessary agreement(s) in effect on the date of signing thereof, within three years of the date of draft approval; and acknowledge the implications of the standard conditions contained in the City's Standard Subdivision Agreement, failing which, the draft approval shall lapse.
3. The Owner shall complete the following to the satisfaction of the Director of Capital Works of the City of Burlington:
 - a) Dedicate the following to the City free of charge:
 - i. any easements or blocks of land over the subject property required for services and/or utilities
 - ii. 0.3 metre reserve along the southerly boundary of the subdivision
 - iii. a 3.0 metre x 3.0 metre daylight triangle at the southeast corner of the subdivision, where Tuck Dr. and Spruce Ave intersect
 - b) Prepare and deposit all reference plans required for the foregoing dedications and a reference plan showing the boundaries of the property in UTM, NAD-83, Zone 17 and provide to the City a digital copy of the reference plan in .dwg format with all points and line work on separate layers.
 - c) Submit a revised functional servicing and storm water report and associated drawings addressing any revised grading, drainage and servicing recommendations and agree to implement the approved recommendations.
 - d) Agree to implement the recommendations as per the approved noise brief prepared by HGC Engineering dated January 9, 2018.

- e) Agree to implement the recommendations as per the approved Phase I Environmental Site Assessment dated April 10, 2017 updated April 26, 2018 and Phase II Environmental Site Assessment dated October 16, 2018 prepared by Soil-Mat Engineers and Consultants.
- f) For any land to be conveyed to the City of Burlington, the Owner undertake an environmental audit and agree to undertake any work to clean the site of soil contamination to make the land suitable for the proposed use prior to the land being conveyed.
- g) The Owner shall also agree to make available for inspection to all prospective purchaser copies of the completed environmental audit and Record of Site Condition.
- h) Acknowledge that the suitability of the land for the proposed use is the responsibility of the Owner, and that prior to registration of the plan, the Owner shall undertake an environmental assessment performed by a Qualified Person to ensure that the land is suitable for the proposed use. If in the opinion of the Qualified Person, the environmental site assessment indicates that the land may not be suitable for the proposed use, the Qualified Person must so advise the Ministry of the Environment, Conservation and Parks as well as the City of Burlington. The Owner further agrees to do any required works to make the lands suitable for the proposed use.
- i) Agree to implement the recommendations of the approved Geotechnical Report prepared by Soil-Mat Engineers and Consultants.
- j) Provide cash-in-lieu of parkland dedication in accordance with the City's Parkland Dedication Policy and By-law.
- k) Agree to provide cash-in-lieu of a stormwater quality device.
- l) Design, locate and erect signs prior to the sale of any lots and prior to commencement of subdivision construction which provide notification of the proposed land uses, lotting, the properties abutting the development, location of postal facilities, transit route locations and lots subject to warning clauses. The signs shall be resistant to weathering and vandalism. All lots and blocks shall be deemed unsuitable for building until the above has been satisfied.
- m) Include the following clauses in a registered portion of the subdivision agreement, and that the Owner ensure that warning clauses to this effect are included on all offers of purchase and sale, leases and reservation agreements for all units:
 - i. "Purchasers/tenants are advised that there may be above ground utility facilities such as fire hydrants, hydro transformers and cable pedestals located in front of their properties within the City's road allowance or on easements."
 - ii. "Purchasers/tenants are advised that a drainage swale may exist across the rear of the property and that the drainage swale as indicated on the approved engineering drawings is not to be altered or blocked in any way,

nor are any structures, (sheds, etc.) fencing excepted to be erected within the drainage swale without the prior approval of the City of Burlington.”

- iii. “Purchasers/tenants are advised that due to limited on-street parking, the City of Burlington will not issue driveway curb cut widening permits.”
- iv. “Purchasers/tenants are advised that the City of Burlington Zoning By-Law standards require a minimum of two parking spaces to be provided per dwelling unit, one of which may be provided in the garage. Furthermore, the City of Burlington Parking By-Law limits on-street parking to five hours.”
- n) Ensure that pedestrian access via the existing sidewalk on Tuck Dr. is maintained at all times during of all phases of subdivision servicing and house construction.
- o) Prepare and implement an erosion/siltation control plan in order to control siltation and erosion during servicing and building construction.
- p) Agree to provide a cash deposit to be used by the City for contracted or in-house expenses for dealing with non-compliance with City requirements for control of mud, dust and debris on roads and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate.
- q) Agree to hire a contractor on retainer to deal with after hour problems related to unsafe situations and provide the City with the contractor’s 24 hours/7 days a week emergency contact phone number.
- r) Agree to regrade and seed within 7 days and cut weeds and remove debris within 48 hours, of a request by the City on any undeveloped lots or blocks as may be required.
- s) Agree to provide a cash deposit to be used by the City for contracted or in-house expenses for dealing with City requirements for control of grading issues, weed control and debris removal and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate.
- t) Agree to grade, place topsoil and seed any lot or block within 7 days of initial grading or topsoil stripping and which is not intended for development within 45 days. This requirement may vary depending on the season of the activity. The City will exercise discretion in applying the seeding requirement.
- u) Agree to provide an overall phasing schedule identifying proposed house construction, (start dates/occupation dates) tentative grading, sodding and tree planting schedules in accordance with the City’s grading and sodding policy and schedule.
- v) Agree that lot and boulevard grading/sodding will be completed within 9 months of occupation. Additionally, the owner agrees to complete all boulevard tree planting and associated landscaping within 18 months of adjacent home occupation.
- w) Agree that driveway access to Lot 4 shall be via Tuck Drive only.

- x) Pay for any alterations, relocations and/or restoration to City utilities and/or pavement as well as other utilities/services within the City's road allowance to accommodate this development. Restoration shall be carried out as per current City standards.
- y) Agree to submit complete engineering drawings and agree to implement the approved plans.
- z) Submit for approval a revised Vegetation Management Plan (L-1) and Vegetation Inventory and Details (L-2) showing driveway locations, building footprints and grading and servicing information.
- aa) Submit for approval a Landscape Plan showing compensatory tree planting for trees proposed to be removed on the public right-of-way and on the subject property. Trees should be planted on the Church property to buffer the revised parking lot from the proposed residential lots to the east, and also along the north property line, where Trees No. 3-4 (infested with Emerald Ash Borer) are proposed to be removed. The amount of compensatory tree planting required will be determined by the revised Vegetation Management Plan (L-1) and Vegetation Inventory and Details (L-2).
- bb) Agree to obtain a Public Tree Permit to remove trees from the city's right-of-way, including the payment of the Tree Permit fee and security for trees to be preserved and compensation for trees to be removed. The amount required for compensation, either tree planting in the city's right-of-way or cash-in-lieu or a combination of the two, will be determined by the Manager of Urban Forestry or delegate. The name of the contractor providing the removal service, a copy of their WSIB and their certificate of liability (\$5,000,000 minimum) must also be provided prior to issuance of the Public Tree Permit.
- cc) Agree to erect tree protection fencing in accordance with the City of Burlington Specification for Tree Protection and Preservation Specification (SPEC NO. SS12A) for any trees proposed to be preserved on the subject site and in the city's right-of-way. Tree protection fencing should be erected and inspected prior to the commencement of any site work and maintained throughout construction.
- dd) Agree that any trees identified for preservation which are removed or damaged as a result of construction activity shall be replaced with an equivalent value of tree planting, as determined by the Manager of Urban Forestry or delegate.
- ee) Agree to provide a storm sewer video inspection of the existing 900mm storm sewer within the existing easement prior to any on-site construction as well as provide "As Constructed" storm sewer video upon completion of the storm sewer related works.
- ff) Agree to construct a 1.8 metre high wood privacy fence between the church property and the proposed lots.
- gg) Agree to identify how postal delivery will be provided.
- hh) Agree to identify all on-street parking spaces within the development frontage.

- ii) Agree to provide written confirmation by the Civil Engineer prior to final assumption of the subdivision that the municipal infrastructure has been constructed in conformance to City standards and in accordance with the approved engineering drawings.
4. Complete the following to the satisfaction of the Director of Capital Works of the City of Burlington and Burlington Hydro Incorporated
- a) Agree to satisfy all of the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated and provide the Director of Engineering with a clearance letter from Burlington Hydro Incorporated when its requirements have been met;
 - b) Sign Burlington Hydro Incorporated's subdivision agreement and any other agreements required by Burlington Hydro Incorporated; and
 - c) Provide the Director of Engineering with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
5. The Owner shall complete the following to the satisfaction of the Director of City Building of the City of Burlington:
- a) Provide the final plan, a list of lot and block widths and areas prepared by an Ontario Land Surveyor, to ensure all blocks conform to Zoning By-law 2020, as amended.
 - b) Prior to final approval, pay any outstanding City staff processing costs incurred to that date in the processing of the application.
 - c) Provide a revised site plan for the church property, including floor plans of the church building, showing that the parking lot complies with the Zoning By-law 2020, as amended, and O. Reg. 191/11 of the Accessibility for Ontarians with Disabilities Act. The floor plans shall be signed and stamped by an architect for the church building and show all outside dimensions, as well as labels indicating the floor area of each room/area within the building and a table outlining the total floor area of each floor of the building and the total floor area to be excluded from the calculation of Gross Floor Area, as defined by the Zoning By-law 2020, as amended.
 - d) Repaint the parking spaces on the church property in accordance with the required parking space size and designated accessible parking space regulations of the Zoning By-law 2020, as amended, and of the O. Reg. 191/11 of the Accessibility for Ontarians with Disabilities Act.
 - e) Agree that should the development be phased, a phasing plan shall be submitted prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase, and the proposed use of all blocks including the proposed number of units, all to the satisfaction of the City of Burlington. The phasing plan will incorporate an agreement (to the satisfaction of the City's Director of Engineering)

that must indicate the timing and sequence of development for the remaining lands and include securities to guarantee the implementation of the plan.

- e) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.
 - f) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.
 - g) Agree to display copies of the signed engineering drawings in the sales office when they become available, for the information of purchasers.
 - h) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers".
6. The Owner shall complete the following to the satisfaction of the Region of Halton:
- a) The Owner agrees that should the development be phased, the Owner shall submit a phasing plan prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including, the proposed number of units, the specific lots to be developed, site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports.
 - b) The Owner's surveyor shall submit to the Region of Halton, horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be real 6° UTM co-ordinates, NAD 83 datum.
 - c) The Owner is required to comply with Ontario Regulation 153/04 and Halton Region's Protocol for Reviewing Development Applications with respect to Contaminated Sites, to the satisfaction of the Halton Region. Prior to the registration of any portion of draft plan of subdivision 24T-18002/B and prior to any servicing or grading of the site, the Phase 1 ESA prepared for the subject lands shall be revised to the satisfaction of Halton Region. This report shall also be prepared and certified by a qualified person as defined in Ontario regulation 153/04 and indicate that the environmental condition of the site is suitable for its proposed land use. The Owner is also required to submit all supporting environmental documentation such as Phase One and Two Environmental Site Assessments (as are prepared) and remediation reports etc. (as necessary) to the Halton Region for their review. The author of the environmental reports and Record of Site Condition (if secured) must also extend third party reliance to Halton Region.
 - d) Prior to registration of the plan the Owner agrees to apply to Halton Region's Public Works Department to review any servicing concerns relating to the water and wastewater main systems and to obtain water and wastewater main (sanitary sewer) Services Permits and pay all necessary fees as required.
 - e) The Owner must demonstrate, to the satisfaction of Halton's Legislative and Planning Services Department, Development Project Manager, the exact location of the existing water and wastewater service connection laterals to the church

building, to show that they do not cross the proposed lot lines of the development. Any services that are found to cross the proposed lot lines must be relocated at the Owner's expense prior to final approval. The Owner may be required to extend a wastewater main within Spruce Avenue should there be no other Regional main to connect to, as required by the Region's Development Project Manager.

- f) The Owner agrees to reconstruct the municipal portion of the water and wastewater service connection laterals to the proposed new subdivision lot at the corner of Spruce and Tuck Drive (former church manse residential building lot area) to meet the current standards of the Region, the current standards being a minimum size 25 mm water service connection lateral and a 125 mm wastewater (sanitary sewer) connection lateral. Any water or wastewater service connections that currently exist to the property, that will not be utilized or are deemed substandard, will be required to be disconnected at their respective mains by the Owner.
 - g) The Owner acknowledges that there may not be sufficient water or sanitary capacity to accommodate this development and that additional capacity may not be available within the term of this draft plan approval. The Owner acknowledges that granting of draft plan approval does not imply a guarantee by the Region to service this development within the term of the draft plan approval.
7. The Owner shall complete the following to the satisfaction of the Halton District School Board prior to registration:
- 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 agreement, to be registered on title:
 - i) Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. 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) In cases where offers of purchase and sale have already been executed, the Owner sends a letter to all purchasers which includes the above statement.
 - c) The developer 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 shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchases that pupils may be directed to schools outside of the area. The Owner will make these signs to the specification

of the Halton District School Board and erect them prior to the issuance of building permits.

- e) The Owner takes responsibility for all required signage of various blocks which are part of this plan of subdivision, and further, that in the event that the City installs any signs on the Owner's behalf, the Owner agrees to reimburse the City for the supply, erection, and relocation of appropriate signs which depict land uses and other information on the subject and adjacent lands including notices relating to the bussing of children until the school sites are available and developed, that portables and/or portapaks may be required for student accommodation and that construction of a school is not guaranteed.
 - f) A copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the Halton District School Board.
 - g) The Owner shall provide Halton District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.
8. The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board prior to final approval:
- 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 agreement, to be registered on title:
 - i. Prospective purchasers 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 purchasers are advised that the Halton Catholic District School Board 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 are notified that school busses will not enter cul-de-sacs.
 - b) 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.
 - c) That the Owner agree in the Subdivision Agreement to the satisfaction of the Halton Catholic District School Board, to 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 Halton Catholic District School Board and erect them prior to the issuance of building permits

9. The Owner/developer shall complete the following to the satisfaction of Union Gas Limited:
 - a) Provide to Union Gas Limited the necessary easements and/or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Union Gas Limited.
10. The Owner shall complete the following to the satisfaction of Bell Canada:
 - a) Prior to commencing any work within the Plan, the owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (ie. 911 Emergency Services).
11. Prior to signing the final plan, the Director of City Building shall be advised by the Director of Capital Works that Conditions 3 a) to 4 c) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
12. Prior to signing the final plan, the Director of City Building shall be advised by the Region of Halton that Conditions 6 a) to 6 g) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
13. Prior to signing the final plan, the Director of City Building shall be advised by the Halton District School Board that Conditions 7 a) to 7 g) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
14. Prior to signing the final plan, the Director of City Building shall be advised by the Halton Catholic District School Board that Conditions 8 a) to 8 c) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
15. Prior to signing the final plan, the Director of City Building shall be advised by Union Gas that Condition 9 a) has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
16. Prior to signing the final plan, the Director of City Building shall be advised by Bell Canada that Condition 10 a) has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

44. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being July 2, 2022.

NOTES:

- a) The Owner is advised that additional fees are required by the City of Burlington and the Region of Halton for each Extension to Draft Approval and for Major Revisions to the draft plan of conditions.
- b) The Owner will be required to pay all applicable Regional development charges in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement within the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.
- c) Educational Development Charges are payable in accordance with the applicable Education Development Charge by-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield which is specified by the Subdivision 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.
- d) At any time prior to final approval of the plan for registration, the City may amend, delete or add to the conditions and this may include the need for amended or new studies in accordance with Section 51 (18) of the Planning Act, 1990

Heather MacDonald
Director of City Building

Date

If there are no appeals, Draft Approval is deemed to have been made on: July 2, 2019