



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

Basingstoke Enterprises

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 R.A. McLaren Limited, Draft Plan of Subdivision Lots 1-10 inclusive, block 11, 12, Plan 20M-857 dated July 17, 2024.
2. Prior to final approval, the owner shall sign the City of Burlington's Standard Subdivision Agreement, subject to such modifications to reflect these conditions, and any other necessary agreement(s) in effect on the date of signing thereof to satisfy all requirements, financial, servicing and otherwise, of the City of Burlington. Such agreement will apply to and be registered on all lands within the draft plan of subdivision and acknowledge the implications of the standard conditions contained in the City's Standard Subdivision Agreement, failing which, the draft approval shall lapse.
3. 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.
4. Prior to registration of the agreement, taxes must be paid on parcels associated with this file. This includes all outstanding balances plus current year taxes that have been billed but not yet due.
5. The Owner shall not enter into any Agreements of Purchase and Sale or Lease for any of the draft approved lots and / or blocks until such time that the applicant has submitted to the City a Functional Servicing and Stormwater Management Report and Engineering Drawings satisfactory to the Director of Engineering Services, and incorporated the findings of such reports and drawings into the draft plan and/or conditions of approval, all to the satisfaction of the Director of Engineering Services and Director of Community Planning.
6. The owner shall complete the following to the satisfaction of the Director of Engineering Services of the City of Burlington:
 - a) Dedicate to the City free of charge the following:
 - i. Any easements over the subject property required for access, drainage, noise attenuation, services and/or utilities; and
 - ii. Any easements over adjacent properties as required to accommodate access, services and/or overland flow swales.

- b) Provide Legal confirmation that where applicable existing easements within the lands of the proposed subdivision have been discharged and agree to convey at no cost to the City and free and clear of encumbrances new easements as required by the City that do not conflict with the proposed development plans.
- c) Prepare and deposit all reference plans required for the foregoing dedications and a reference plan showing the boundaries of the property to UTM, NAD 83, Zone 17 and provide the City a digital copy of the reference plan in .dwg format with all points and line work on separate layers.
- d) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement and/or Condominium Agreement.
- e) Agree to amend any existing rights-of-way or mutual easement agreements for access and repair and maintenance of both sides of the sound wall and berm, as necessary.
- f) Agree that all lots and blocks shall contain the necessary rights-of-way or mutual easements for access, infrastructure, repair, and maintenance, where applicable.
- g) Agree to pay for the cost of lifting 0.3 metre reserves, as may be required.
- h) Agree to provide confirmation of payment to the Orchard Community East Master Servicing Cost Sharing Agreement (OCEMSCSA) Group relating to the financial obligations as a result of subdivision development or provide confirmation of settlement with the Group.
- i) In the event that during ongoing subdivision and house construction the land is determined not to be suitable for the proposed use, agree (at no cost to the City) to undertake further investigative studies and perform all necessary works required to make the land suitable for the proposed use.
- j) Agree to implement the recommendations of the approved Geotechnical Investigation, dated March 27, 2019, and Supplementary Geotechnical Investigations, dated April 18, 2019, and September 18, 2019, by Peto MacCallum Ltd., including but not limited to the installation of underfloor drains for all basements which are to be separate from each foundation's perimeter drainage system.
- k) Submit for approval a revised Environmental Noise Feasibility Study to reflect the Block numbering changes and make any necessary revisions to the draft plan to implement the approved Environmental Noise Feasibility recommendations.
- l) Agree to implement the approved recommendations from the approved Environmental Noise Feasibility Study addressing the noise attenuation requirements for the control of indoor environmental sound levels.

- m) Agree to implement the approved recommendations from the approved Environmental Noise Feasibility Study and the approved drawings addressing the noise attenuation requirements for the control of outdoor environmental sound levels and provide securities to ensure completion.
- n) Covenant and agree to include the following warning clauses in all Offers and Agreements of Purchase and Sale or Lease and Registered on Title and in the Condominium Declaration:

Warning Clauses:

All Lots and Blocks:

- a. Purchasers are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level may exceed the noise guidelines of the Municipality and the Ministry of the Environment, Conservation and Parks;
- b. Warning: Canadian National Railway has a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Canadian National Railway will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the foresaid right-of-way;
- c. Purchasers/occupants are advised that due to the proximity to the Dufferin Concrete Facility, noise from this facility may at times be audible;
- d. Purchasers/occupants are advised that due to the proximity to the Meridian Brick Facility, noise from this facility may at times be audible;
- e. Purchasers/occupants are advised that due to the proximity to the John Boich Public School, noise from this facility may at times be audible; and,
- f. Purchasers/occupants are advised that due to the proximity to the commercial uses in the vicinity, noise from these facilities may at times be audible.

Lots 1 to 7 inclusive:

- g. This dwelling unit has been designed with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

Lots 8 to 10 inclusive and Block 12:

- h. This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by

the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

- o) 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 warning clauses from condition 5. o).
- p) Agree to provide certification by a Professional Engineer that the builder's plans for Lots 1 to 10 inclusive and Block 12 are in conformance with the approved recommendations from the approved Environmental Noise Feasibility Study prior to issuance of building permits. All affected lots shall be deemed unsuitable for building until the above has been satisfied.
- q) Agree to provide the necessary security deposit for all the works, all in accordance with all agency's requirements and the approved engineering drawings.
- r) Agree to verify the actual indoor and outdoor environmental sound levels on-site, if required, and provide certification by a Professional Engineer that the approved recommendations from the approved Environmental Noise Feasibility Study addressing the noise attenuation requirements for the control of indoor and outdoor environmental sound levels have been implemented and satisfy the criteria of the City and the Ministry of the Environment, Conservation and Parks prior to the release of the related securities.
- s) Submit for approval a revised Functional Servicing Report and/or Stormwater Management Report and make any necessary revisions to the draft plan and civil engineering drawings to implement the approved stormwater management recommendations.
- t) Agree to implement the approved recommendations of the Functional Servicing Report and/or Stormwater Management Report.
- u) Agree to submit a Construction and Mobility Management Plan in accordance with the City's Construction and Mobility Management Policy, as amended.
- v) Agree to design, locate and erect signs which are resistant to weathering and vandalism prior to the sale of any lots or units and prior to the commencement of subdivision construction which provide notification of: proposed land uses, road pattern, lotting, phasing of the proposed subdivision, properties abutting the development, location of postal facilities, transit route locations and lots or units subject to warning clauses. The Owner further agrees that all lots and blocks shall be deemed unsuitable for building until all of the above has been satisfied.
- w) Agree to implement the approved Erosion Sediment Control Plan during all phases of construction, including but not limited to grading, servicing, and building construction.

- x) Agree to pay all costs associated with any extensions or alterations to existing utilities, pavement or services that may be necessary to accommodate the connection of Bird Boulevard, formerly Street "A" with adjacent lands and should the proposed intersection need to be adjusted/relocated agree to make the necessary revisions to the Draft Plan.
- y) Agree to submit engineering drawings, for approval.
- z) Agree to complete all construction works, including but not limited to grading, servicing, roads, sidewalks and driveway locations, in accordance with the approved engineering drawings.
- aa) Agree to install all servicing and utilities, including but not limited to hydro, throughout the development underground.
- bb) Agree to submit an overall Utility Coordination Plan, for approval, addressing the location shared or otherwise, timing and phasing of all required utilities on-grade, below-grade or above-grade, including gas, electrical, telecommunications, water, wastewater and stormwater services. Such overall utility distribution plan shall be to the satisfaction of all utility providers and shall be approved by the City prior to construction of any of the required utilities.
- cc) Agree to inform the City which telecommunication and electrical utilities will be installing which services for the subdivision, prior to the commencement of any servicing works. The Owner further agrees to provide written confirmation from each of the telecommunication and electrical utilities that their needs have been satisfied.
- dd) Agree that foundation drainage shall be discharged at grade as follows:
 - i. For Lots 1 to 6, inclusive, sump pumps shall be provided for each dwelling and foundation drainage shall be discharged at grade and directed towards Block 11;
 - ii. For Lots 7 to 10, inclusive, and Block 12, sump pumps shall be provided for each dwelling/unit and foundation drainage shall be discharged at grade and directed towards the drainage swale along the rear of the property; and,
 - iii. Agree to construct the necessary fencing as shown on the approved engineering drawings, namely between all residential boundaries abutting either open space/creek blocks, walkway blocks, school blocks or commercial blocks and business blocks abutting either open space/creek blocks or transit corridor block.
- ee) Agree to comply with the City Policy in effect at the time of subdivision registration with respect to Site Conditions in Subdivisions:
 - i. 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;
 - ii. Agree to hire a contractor on retainer to deal with after hour problems related to unsafe conditions in active subdivisions and provide the City with the contractor's 24 hour/7 days a week emergency contact phone number;

- iii. Agree to install "Illegal Dumping Prohibited" signs at all blocks intended for future development;
 - iv. 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 many be requested;
 - v. 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 on undeveloped lots or blocks and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate;
 - vi. Agree to grade, place topsoil and seed any lot or block within 7 days of initial grading or topsoil stripping 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. The Owner further agrees that temporary perimeter chain link fencing is to be installed for any school or park block;
 - vii. 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; and,
 - viii. Agree that sidewalk installation, lot and boulevard grading/sodding will be completed within 9 months of occupation and agree that at the time of sidewalk installation, the boulevard is to be rough graded to the level of the sidewalk should the boulevard sodding be delayed. The Owner further agrees to complete all boulevard tree planting and associated landscaping within 18 months of adjacent home occupation.
- ff) Agree to make available to all purchasers a copy of the City of Burlington Information Sheet for New Home Buyers.
- gg) Agree to display copies of the signed engineering drawings and specially the Utility Coordination Plan in the sales office when they become available for the information of all purchasers.
- hh) Agree to provide all purchasers with copies of the approved draft plan conditions for their review, if requested.
- ii) Agree to include the following clauses in a registered portion of the Subdivision Agreement and Condominium Declaration and agree to ensure that warning clauses to this effect are included on all Offers, Leases and Reservations Agreements for all residential 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 property 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; and,
 - 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. Purchaser/tenants are advised that a portion of the private condominium roadway (Block 11) may be subject to easement rights in favour of adjacent landowners for ingress and egress for persons and vehicles all as furthermore described in Instrument HR368397
Purchasers/tenants are advised that lots/blocks are subject to an easement in favour of Canadian National Railway Company for the purposes of discharging, emitting or releasing thereon or otherwise affecting the easement lands with operational emissions in connection with all present and future railway facilities and operations of CN, all as furthermore described in Instrument HR1882215.
- jj) Agree to provide storm sewer video inspection as per the current City standard.
- kk) Agree to provide written certification by the Civil Engineer prior to final assumption of the subdivision that the municipal infrastructure, including the underground services (i.e. storm sewer, etc.) and aboveground services (i.e. roads, sidewalks, boulevards, etc.), has been constructed in conformance with City standards and in accordance with the approved engineering drawings.
- ll) Obtain a Municipal Consent By-law permit and/or enter into a Municipal Consent By-law agreement, as required for works on public lands and/or works on lands to be conveyed to the City.
- mm) Agree that Lots 1-5 and Block 12 shall be deemed unsuitable for building, and no buildings shall be permitted thereupon, until such time as existing utilities including without limitation stormwater and electrical infrastructure on those Lots/Block are relocated to the satisfaction of the City's Commissioner of Public Works and at the owner's expense; and that new easements for the relocated infrastructure are conveyed to the City or other utility provider(s) as applicable at no cost to the City and free and clear of encumbrances.
7. The owner shall complete the following to the satisfaction of the Chief Building Official of Building Services:
- a) Agree to obtain the necessary demolition permit(s) and post the necessary securities to ensure the proper removal of all existing on-site buildings and structures.
8. The owner shall complete the following to the satisfaction of the Director of Transportation Services:
- a) Dedicate to the City free of charge the following:

- i. A 3 metre by 3 metre daylight triangle where Bird Boulevard intersects with Stonehaven Drive.
- b) Agree to submit for approval an updated On-Street Parking Plan and indicate proposed driveway locations and on-street parking spaces in order to ensure that sufficient area is provided for on-street parking.
- c) Agree to submit for approval a Traffic Control Plan for the intersection of Bird Boulevard at Stonehaven Drive at the proposed condominium road (Block 11 of the Draft Plan of Subdivision).
- d) Agree the permanent access to the proposed condominium road (Block 11 of the Draft Plan of Subdivision) at Bird Boulevard will be constructed in accordance with City of Burlington Standards for driveways.
- e) Agree to ensure that construction access, traffic and parking during all stages of construction is to the satisfaction of Director of Transportation Services, and further agree to pay all costs associated with any required signage, barricades or other measures, as deemed necessary.
- f) Agree to ensure that construction access, traffic and parking during all stages of construction is to the satisfaction of the Director of Engineering Services and Director of Transportation Services, and further agree to pay all costs associated with any required signage, barricades or other measures, as deemed necessary.
- g) Agree to install temporary street name and stop signs for Bird Boulevard formerly Street "A", as required. The Owner further agrees to install the signs after placement of base course asphalt and prior to the issuance of building permits and to maintain the signs until such time as the permanent signs have been installed by the City.
- h) Agree to include the following clauses in a registered portion of the Subdivision Agreement and agree to ensure that warning clauses to this effect are included on all Offers, Leases and Reservations Agreements and the Condominium Declaration for all residential units:
 - i. Purchasers/tenants are advised that a concrete sidewalk may be constructed adjacent to the condominium road and that this will limit the parking space in front of the unit to one vehicle in the driveway between the garage and sidewalk; and,
 - ii. Purchasers/tenants are advised that the City of Burlington Zoning By-Law standards for the Orchard Community 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 and prohibits on-street parking between 1:00 am to 6:00 am, any day of the week.

- iii. Purchasers/tenants are advised that maintenance of the private road will be fully at their expense.
 - iv. In cases where offers of purchase and sale have already been executed, the Owner shall send a letter to all purchasers which include the warning clauses.
 - i) Agree to submit for approval updated Street Lighting Photometric Drawings and Electrical Drawings.
9. The owner shall complete the following to the satisfaction of the Director of Engineering Services, and Director of Road, Parks and Forestry at the City of Burlington:
 - a) Prior to executing the Subdivision Agreement, the owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:
 - i. The Owner shall submit detailed Landscape Construction Drawings to the satisfaction of the City, prepared and stamped by a full member of the Ontario Association of Landscape Architects (OALA) in good standing. The Landscape Construction Drawings shall be completed in accordance with the City of Burlington Official Plan, any associated secondary plans, City of Burlington Development Standards, general or site-specific Guidelines and industry best practices.
 - ii. The Landscape Construction drawings shall include but not be limited to:
 - Conceptual public street tree plantings
 - Fencing for the delineation of between public, private and railway lands.
 - Measures to protect existing vegetation, permanent and during construction.
 - iii. The Owner shall submit detailed cost estimate(s) that relates to the Landscape Drawings for approval and sign off by the City.
 - b) The following clauses shall be included in the Subdivision Agreement to the satisfaction of the Manager of Parks Design and Construction:
 - i. From the start of site grading until formal assumption by the City, the Owner shall be responsible for ongoing maintenance, repairs and replacements of future owned City assets that are on all future City owned lands. Examples of maintenance includes debris removal, grass cutting, etc. and must be to the satisfaction of the City.
 - ii. Prior to assumption, the Owner shall implement the approved Landscape Construction Drawings, at the sole cost of the Owner, to the satisfaction of the City.
 - iii. Prior to assumption, the Owner shall submit a final certification from the same Landscape Architect who is a full member of the Ontario Association of Landscape Architects (OALA) in good standing, confirming that all deficiencies have been addressed. Certification shall be accompanied with as constructed drawings and all applicable certifications, to the satisfaction of the City.

- iv. All landscape works to be warranted minimum two years after substantial completion or at time of assumption, whichever is later.
 - v. In the event that trees, vegetation, or environmentally significant features are removed or altered without the written consent of the City, the Owner shall restore the lands and/or provide compensation to the satisfaction of the City.
10. The Owner shall complete the following to the satisfaction of the Manager of Parks Design and construction:
- a) Agree to include the following in a registered portion of the subdivision agreement and agree to ensure that warning clauses to this effect are included on all offers to purchase and sale and reservation agreements, and within the Condominium Declaration, for all residential units:
 - i. “Purchasers and/or tenants are advised that trees planted on public property are City owned assets and are regulated under the City’s Public Tree By-law (068-2013), as amended. Planting of trees on public property by the purchaser and/or tenant is prohibited and subject to enforcement under the City’s Public Tree By-law. No decorative or hard landscaping is permitted in the municipal boulevard.”
 - ii. “Purchasers and/or tenants are advised that street tree planting (if required) is a requirement of the subdivision agreement and will be completed by the City after formal assumption is granted. The City of Burlington will not accept requests for changes to tree species, sizes or the elimination of any planting. The locations of utilities, driveways, and associated setbacks may cause landscape modification or deletions within the right-of-way and upon City owned lands. Purchasers and/or tenants are advised to confirm with the City of Burlington for proposed final locations of plant material and landscape features.
 - iii. “Purchasers and/or tenants are advised that chain link (or approved equal) fencing along the lines of Lots and/or Blocks abutting publicly owned lands is a requirement of the Subdivision Agreement. All required fencing, with the exception of noise fence and privacy fence, shall be constructed with all fencing materials, including foundations, entirely on public property as shown on the approved construction drawings. The fencing installed shall not be altered in any way, including the addition of gates. Any costs to repair modifications will be the responsibility of the Owner.”
11. The Owner shall complete the following to the satisfaction of the Manager of Parks Design and construction:
- a) Agree that upon registration of the subdivision, the Owner shall provide cash-in-lieu of parkland dedication in accordance with the City’s Parkland Dedication By-law.

- b) Agree to reimburse to the City all costs associated with the grading, servicing and fence installation of John William Boich Parkette that has been incurred by the City as listed in the Third Schedule of the Subdivision Agreement.
12. The Owner shall complete the following to the satisfaction of the Manager of Urban Forestry
- a) The Owner shall implement Public Tree Permit TREE-310/22 prior to the expiry date of April 26, 2025. In the event the permit is not implemented by the prescribed expiry date, the Owner shall reapply for any applicable permitting at that time.
13. The owner shall complete the following to the satisfaction of the Director of Engineering Services and the City Solicitor of the City of Burlington:
- i. Agree to include the following clauses in a registered portion of the subdivision agreement and agree to ensure that warning clauses to this effect are included on all offers to purchase and sale and reservation agreements for all residential units:
 - ii. prior to any land being conveyed to the City of Burlington, including roads, road widening, stormwater management facilities, open space, parks, creek blocks and buffers, that 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 use proposed.
 - iii. Acknowledge that the suitability of the land for the proposed use is the responsibility of the landowner, 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 the land may not be suitable for the proposed use, the Qualified Person must so advise the Ministry of the Environment Conservation and Parks and the City of Burlington. The Owner undertakes to do further investigative studies and to do all works required to make the lands suitable for the proposed use. The Owner shall also agree to make available for inspection to all prospective purchasers copies of the completed Environmental Site Assessment and Record of Site Condition, if applicable.
14. The owner shall complete the following to the satisfaction of the Director of Community Planning of the City of Burlington:
- a) provide 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) prior to final approval, pay the City's per unit registration processing fee;
 - d) prior to the issuance of draft approval, provide proposed street names for all streets in the plan.

15. Complete the following to the satisfaction of the Director of Community Planning and Director of Engineering Services of the City of Burlington:
- a) agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers;
 - b) agree to provide copies of the draft plan conditions for the review of purchasers, if requested;
 - c) agree to display copies of the signed engineering drawings in the sales office when they become available, for the information of purchasers;
 - d) agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers".
 - e) agree to provide all new home purchasers in the subdivision with an information brochure containing information on the ecological value and function of the natural areas within the community to be preserved, and appropriate stewardship behaviour such as domestic pet control, no debris/garbage dumping, no vegetation control and no pedestrian access except at specified trail locations.
 - f) 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.
 - g) agree to hire a contractor on retainer to deal with after hours problems related to unsafe situations in active subdivisions and provide the City with the contractor's 24 hour/7 days a week emergency contact phone number.
 - h) agree to install "Illegal Dumping Prohibited" signs at all blocks intended for future development.
 - i) 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. The City will exercise discretion in applying the seeding requirement. In addition, temporary perimeter post and wire fencing is to be installed for any school or park block.
 - j) 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.
 - k) agree to provide an overall phasing schedule identifying proposed construction, (start dates/occupation dates) tentative grading, sodding and tree planting schedules in accordance with the City's grading and sodding policy and schedule.

- l) agree that sidewalk installation, lot and boulevard grading/sodding will be completed within 9 months of occupation and agree that at the time of sidewalk installation, the boulevard is to be rough graded to the level of the sidewalk should the boulevard sodding be delayed. Additionally, the owner agrees to complete all the boulevard tree planting and associated landscaping within 18 months of adjacent home occupation.
 - m) Agree that all lots and blocks shall be subject to a restrictive covenant preventing the transfer of ownership until such time as the future common element condominium is registered, subject to the satisfaction of the City Solicitor.
- 16. The Owner shall complete the following to the satisfaction of Burlington Hydro Incorporated:
 - a. Agree to satisfy all of the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated and provide the Executive Director of Engineering Services with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
- 17. The Owner shall complete the following to the satisfaction of Enbridge Gas (formerly Union Gas Ltd):
 - a) The Owner agrees to provide Enbridge Gas Inc. (Enbridge Gas) the necessary easements at no cost and/or agreements required by Enbridge Gas for the provision of local gas services for this project, in a form satisfactory to Enbridge Gas
- 18. The owner shall complete the following to the satisfaction of Canada Post:
 - a) The owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
 - b) The owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
 - c) The owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
 - d) The owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - i. An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
 - ii. Any required walkway across the boulevard.
 - iii. Any required curb depressions for wheelchair access.
 - e) The owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox

locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.

- f) The owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
19. 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 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. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area. School attendance areas are subject to change and/or student redirections can be implemented to accommodate students outside of their community to address immediate school accommodation pressures.
 - 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 (HSTS). Additional pick up points will not be located within the subdivision until major construction activity has been completed.
 - b) That in cases where offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which include the above statement.
 - c) That 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) That the Owner shall 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 final approval.
 - e) 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.
 - f) The Owner shall provide Halton District School Board a pdf copy and 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.
20. The owner shall complete the following to the satisfaction of Bell Canada:

- a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
 - b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
21. The Owner shall complete the following to the satisfaction of 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 agreements, to be registered on title:
 - i. Prospective purchasers are advised that 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 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 are notified that school busses will not enter cul-de-sacs and private roads.
 - 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 agrees to the satisfaction of the HCDSB, 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 HCDSB and erect them prior to final approval.
 - d) That the developer agrees that should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the HCDSB. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - e) That a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the HCDSB.
 - f) The owner shall provide HCDSB 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.
22. The Owner shall complete the following to the satisfaction of Halton Region:
- a) That prior to registration the Owner is required to provide digital copies of the registered plan of subdivision in AutoCAD 2012 or later version with the following coordinate

system NAD 83 / UTM Zone 17 to the Regional Municipality of Halton and the City of Burlington.

- b) That prior to registration Owner shall submit to the City of Burlington digital copies of the final draft plan of subdivision along with applicable Land Registry Office Appendix D form for sign off. Upon acceptance, the town will forward these materials to the Region of Halton for final sign off.
- c) The Owner agrees that should the development be phased, a phasing plan shall be submitted prior to registration 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.
- d) The Owner shall prepare a detailed engineering submission for the external sanitary sewer extension on Bird Boulevard to be submitted to the Regional Development Project Manager for review and approval prior to the preparation of the Regional development agreement.
- e) That the owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region's Development Project Manager that sufficient water capacity exists to accommodate this development.
- f) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient Wastewater Plant capacity exists to accommodate this development.
- g) That the Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.
- h) All works which are the responsibility of the Owner to complete shall be supervised during construction by a licensed Professional Engineer of the Province of Ontario with all professional engineering fees paid by the Owner. The Owner's engineer must provide competent full time inspection staff on site during construction activities to obtain the required "as constructed" field information, and to ensure compliance with the approved drawings and the Region's Current Construction and Design Standards.
- i) The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton.
- j) The Owner shall enter into a development agreement and satisfy all requirements, financial and otherwise, of The Regional Municipality of Halton, including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage works. This agreement is to be registered on title to the lands.

- k) That the Owner be required to design and construct a local sanitary sewer extension on Bird Boulevard to the subject property that is external to this subdivision at their sole expense as per the design standards of the Region of Halton and to the satisfaction of Halton's Development Project Manager.
 - l) That, the Owner agrees, to the satisfaction of the Region of Halton, that noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadway and railway corridor based on the recommendations of the noise study. Required noise mitigation barrier(s) shall be constructed by the Owner at its own cost and maintenance of them will be the responsibility of the Owner/Condominium Corporation.
 - m) That the Owner agrees, to the satisfaction of the Region of Halton, to implement the recommendations of the Noise Impact Assessment, including the implementation of noise warning clauses within the Regional Subdivision Agreement, Condominium Declarations, and Agreement of Purchase and Sale.
 - n) The applicant acknowledges and agrees that prior to the issuance of occupancy permits, the City's building inspector or a Professional Engineer qualified to perform acoustical engineering services in Ontario shall certify that the noise control measures have been properly installed and constructed as per the recommendations of the final noise study as approved by Halton Region.
 - o) The applicant acknowledges and agrees that confirmation is received from the noise consultant that the recommendations from the final noise study as approved by Halton Region have been implemented prior to the release of securities held under the Subdivision Agreement.
 - p) That the Owner acknowledges that it will be responsible for collection and disposal of all waste until the Region confirms that a waste collection truck is able to safely and consistently perform collection services for each phase of the subdivision without obstruction or delay, to the satisfaction of the Region of Halton.
 - q) That the Owner acknowledges, in writing, that appropriate warning clauses with respect to waste collection timing be added to the Subdivision agreement, and Condominium Declarations to the satisfaction of the Region of Halton.
 - r) That the Owner acknowledges as part of the Purchase and Sale Agreement, the Developer, Owner, Property Manager or Agent for the development must disclose in writing, to a prospective buyer within the development, that waste collection for that part of the proposed development will not commence until the Region confirms that a Waste collection truck is able to safely and consistently perform collection services without obstruction or delay.
23. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Engineering Services Department that Conditions 5, 12, 14 have been carried out to their satisfaction.
24. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Transportation Services Department that Condition 7 has been carried out to their satisfaction.

25. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Parks Design and Construction Department that Conditions 8-11 have been carried out to their satisfaction.
26. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Community Planning Department that Conditions 13, 14 have been carried out to their satisfaction.
27. Prior to signing the final plan, the Director of Community Planning shall be advised by Enbridge Gas (formerly Union Gas Ltd) that Condition 16 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
28. Prior to signing the final plan, the Director of Community Planning shall be advised by Canada Post that Condition 17 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
29. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton District School Board that Conditions 13 and 18 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
30. Prior to signing the final plan, the Director of Community Planning shall be advised by the Bell Canada that Condition 19 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
31. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton Catholic District School Board that Condition 20 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
32. Prior to signing the final plan, the Director of Community Planning shall be advised by the Region of Halton that Conditions 21 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
33. Prior to signing the final plan, the Director of Community Planning shall be advised by the Burlington Hydro that Conditions 15 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
34. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being _____, 2027.

J. Tellier
Director of Community Planning

Date

If there are no appeals, Draft Approval is deemed to have been made on

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 or conditions.
- b) The owner, its successors and assigns, is hereby notified that City-wide Development Charges may be payable in accordance with By-law No. 72-2004, as may be amended, upon issuance of a building permit at the rate in effect on the date issued. For further information, the owner is advised to contact the City Burlington Department at 905-335-7731
- c) Regional Development Charges and Surcharges are payable in accordance with the applicable Regional Development Charges by-law and are required at the following stages:

Subdivision Agreement: Water and wastewater (including blocks intended for future development at the maximum density permitted under the applicable zoning by-law)

Building Permit Issuance: All remaining Region-wide Development Charges in effect at the date of issue.

NOTE: Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to all Regional Development Charges (including water, wastewater and surcharges not collected at subdivision agreement) prior to the issuance of the building permit, at the rate in effect at the date of issue.

- d) 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.
- e) At any time prior to final approval of the plan for registration, the City or Region 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
- f) An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 – Proximity – of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER – Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.