

CONDITIONS OF APPROVAL

DRAFT PLAN OF SUBDIVISION SUB-2015-01 Highland Gate Developments Inc. 21 Golf Links Drive

THE CONDITIONS OF AURORA COUNCIL THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION SUB-2015-01, ARE AS FOLLOWS:

Planning & Development Services: Planning Division Conditions

1. Approval shall relate to Draft Plan of Subdivision SUB-2015-01 prepared by Malone Given Parsons Ltd. dated February 24, 2015 and revised October 24, 2016 attached hereto.
2. The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies required as a condition of draft approval. Further, minor redline revisions to the Draft Plan of Subdivision to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this Draft Plan of Subdivision may also be required.
3. The Owner shall agree that the lands within this Draft Plan of Subdivision shall be appropriately zoned by a Zoning By-law that has come into effect in accordance with the provisions of the Planning Act, R.S.O. 1900, c. P.13, as amended (the "Planning Act"). The Holding provisions of Section 36 of the Planning Act may be used in conjunction with any zone category to be applied to the subject lands in order to ensure that development does not occur until such time as the Holding "H" symbol is removed in accordance with the provisions of the Planning Act. The Zoning By-law Amendment shall specify the terms under which Council will consider the removal of the Holding "H" symbol.
4. The Owner shall, prior to final approval of the Draft Plan of Subdivision, enter into and execute agreement(s) with The Corporation of the Town of Aurora, including but not limited to a Subdivision Agreement, agreeing to satisfy all conditions, legal, financial and otherwise of the Town. The Subdivision Agreement and related documents shall be registered on title against the lands to which it applies, as provided for in the Planning Act, at the sole expense of the Owner.
5. Prior to final approval the Owner shall submit detailed plans showing the proposed phasing of the Draft Plan of Subdivision for review and approval by the Town of Aurora in consultation with the Region of York. The Subdivision Agreement shall include provisions related to development phasing to the satisfaction of the Town and the registration of the proposed M-Plan shall occur in phases to the satisfaction of the Town. The Owner shall agree in the Subdivision Agreement that no further approvals shall be granted for

- subsequent phases until York Region and the Town have confirmed that adequate servicing capacity (water and sanitary) is available, and the Town has allocated such capacity to the subsequent phase.
6. The Owner shall agree in the Subdivision Agreement that subsequent phases shall not be offered for purchase and sale and shall be placed in a Holding Zone until the above noted confirmation of servicing capacity and allocation has been provided.
 7. The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement a Green Building and Development report related to the development of the M-Plan related to; Environmental Protection, Energy Efficiency, Solar Gain, Energy Technologies, Water Conservation, Green Materials and Waste Reduction, Reduction of Noise Pollution, Indoor Air Quality and Residential Information/ Education Package to the satisfaction of the Town's Director of Planning & Building Services.
 8. That the Owner covenant and agree in the Subdivision Agreement to implement any and all recommendations of the Natural Heritage Evaluation, prepared by Beacon Environmental dated February 2015, as amended.
 9. The Owner shall covenant and agree in the Subdivision Agreement to implement the recommendations and measures contained within the Urban Design Guidelines prepared by The MBTW Group / W Architect Inc. dated February 2015, which shall be updated as necessary, for the design and construction of all residential dwelling units, walkways, landscaping and all other elements within the Plan. Strict compliance with the Urban Design Guidelines shall be undertaken unless otherwise approved by the Town's Director of Planning & Building Services.
 10. The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement an Interface Plan to ensure a suitable interface between the permitted residential uses of the Highland Gate Development and the abutting existing residential uses, to the satisfaction of the Director of Planning & Building Services.
 11. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Director of Planning & Building Services, that the Owner will provide the installation of visual screening along the northerly property line of Block 178 consisting of a combination of grading, fence and appropriate planting, to a minimum of 1.8 metres in height. The Owner shall submit to Planning and Building Services for review and approval, landscape plans showing the proposed planting for headlight screening purposes, which plans shall reflect the agreement between the Owner and the owner of the existing residential lot abutting Block 178 to the north.

Legal Services Conditions

12. The Owner shall covenant and agree in the Subdivision Agreement to provide a Solicitor's Title Opinion for the lands to be conveyed to the Town.
13. The Owner shall covenant and agree in the Subdivision Agreement to grant, convey and dedicate the following property interests in the lands at no cost and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings) to the Town to the satisfaction of the Town Solicitor:
 - all streets and road widenings shall be dedicated on the M-Plan as public highways;
 - all 0.3 m reserves shall be conveyed as may be required;
 - all lands required for municipal purposes shall be conveyed as may be required; and,
 - all easements required for municipal purposes shall be granted as may be required.
14. The Owner shall covenant and agree in the Subdivision Agreement to consent to registration by the Town of Aurora of the Subdivision Agreement and any ancillary agreements as necessary in priority of all encumbrances to the Town to the satisfaction of the Town Solicitor and to pay to the Town its associated fees for the preparation and registration of same.
15. The Owner shall covenant and agree in the Subdivision Agreement, to convey Blocks 160-166 on the Draft Plan of Subdivision to the Town of Aurora as Open Space lands, at no cost and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings) to the satisfaction of the Town Solicitor and the Director of Parks and Recreation Services in accordance with: a) the Town's By-law Number 4291-01.F, as amended or successor thereto and applicable policies; and b) any related Parkland Agreements imposed by the Town. The Town confirms that the conveyance of the lands shown on the plan for park and public recreational purposes to the Town shall satisfy the Owner's parkland conveyance requirements in accordance with the Planning Act.

Noise Impact Study Conditions

16. Prior to final approval, the Owner shall submit a Detailed Noise Impact Study (Environmental Noise Analysis), prepared by a qualified noise consultant in accordance with MOECC guidelines, to address the noise sources and recommend mitigation measures to the satisfaction of the Town.

17. The Owner agrees to make any revisions to the Draft Plan of Subdivision that may be required to achieve the recommendations of the Noise Impact Study. The Noise Impact Study shall demonstrate how noise levels can be made to be acceptable in accordance with current Provincial standards from the Ministry of the Environment and Climate Change guidelines, Ontario Provincial Standards, Regional and Town policies, and address the long-term functionality and maintenance of any recommended mitigation measures which are deemed appropriate and acceptable to the Town.
18. The Owner shall agree in the Subdivision Agreement to implement the recommendations and measures of the approved Noise Impact Study. The recommendations of the aforementioned Noise Impact Study shall address, to the satisfaction of the Town, the 55dBA limit, where technically feasible, on all Lots and/or Blocks on the Draft Plan of Subdivision. The Noise Impact Study shall also address the long term functionality and maintenance requirements of the recommended mitigation measures. All attenuation measures and mitigation measures proposed for acoustical purposes shall be approved by the Town's Director of Infrastructure & Environmental Services, Director of Parks & Recreation Services, Director of Planning & Building Services, and the York Region Transportation Services Department.
19. The Owner shall agree in the Subdivision Agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town, in consultation with the Region of York.
20. Details of the noise attenuation barriers for outdoor living areas, location, dimensions, including top and bottom of barrier elevations, and construction details and notes shall be provided on the detailed engineering plans. All details shall be approved by the Town's Director of Infrastructure & Environmental Services.

Stormwater Management

21. The Owner shall agree to submit a detailed Stormwater Management Report to the satisfaction of the Town to substantiate that the Draft Plan of Subdivision lands meet the current stormwater quantity and quality requirements in accordance with the Functional Servicing and Stormwater Management Report prepared by SCS Consulting Group Ltd., dated February 2015, as amended. The Owner also agrees to meet the erosion control criteria established in the latest modeling for Marsh Creek in accordance with the requirements of the LSRCA. In accordance with the Town's Policy # 68, the Owner agrees to provide the Town with a cash contribution to be determined as per the recommended maintenance and monitoring requirements of the Stormwater Management Report to the satisfaction of the Town.

22. The Owner shall implement all the recommendations contained in the Functional Servicing and Stormwater Management Report by SCS Consulting Group Ltd. dated February 2015, as amended, to the satisfaction of the Town's Director of Infrastructure & Environmental Services.
23. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape design plans and implement landscape works on site for the stormwater management facilities on the Draft Plan of Subdivision in accordance with the latest MOECC Stormwater Management Practices Planning and Design Manual and in accordance with Town standards. Landscape Works shall include the placement of 300mm topsoil and plantings to the satisfaction of the Town's Director of Parks & Recreation Services.

Roads and Municipal Services

24. The Owner shall prior to final approval prepare and submit detailed engineering design drawings and reports for the layout and construction of roads and services (i.e. water, storm and sanitary) in accordance with the Town of Aurora Infrastructure and Environmental Services Design Criteria Manual to the satisfaction of the Town's Director of Infrastructure & Environmental Services.
25. The Owner shall prior to final approval provide detailed engineering drawings which will include but not be limited to grading control plans (including any retaining walls and details), plan and profile drawings of all underground and above ground services, general plans (notes, above and below ground), drainage plans, composite utility plans (to include above and non-standard below ground utilities, services, driveways and boulevard tree locations etc.), stormwater management plans, detail plans, erosion and sediment control plans, illumination and signalization plans etc. to the satisfaction of the Town.
26. The Owner shall prior to final approval submit a capacity study of the Town's water distribution system to the lands in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town.
27. The Owner shall prior to final approval submit a detailed sanitary sewer capacity study including review of existing sewer conditions in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town. The Owner shall also agree to upgrade or remediate any sewers that the study reports require remediation or upgrading.
28. The Owner shall prior to final approval submit plans acceptable to the Town, detailing any phasing of construction and development, together with the means by which construction access to the site will be gained during any

- construction or phasing. Such plans shall include a construction management plan detailing how the impacts of construction on the neighbouring community will be mitigated. Should phasing be necessary or requested, the Owner shall agree in the Subdivision Agreement to comply with the phasing plan and make all builders aware of the phasing plan.
29. The Owner agrees that all construction access to the completion of house construction may be limited as may be determined in consultation with the Town and the Region to the satisfaction of the Town and approved by Central York Fire Services until such time as the first occupancy (as approved by the Town's Director of Planning & Building Services) of the subdivision.
30. The Owner shall provide engineering fees to the Town at the time of submission for the review of the detailed engineering drawings for the construction of services within the development. Said engineering fees shall be 1% of the estimated cost of all the works necessary for the construction of the subdivision servicing including all grading, drainage and infrastructure works etc., as estimated by the consultant for the project and provided at the time of second submission of detailed engineering drawings. An additional fee to a total fee of 6% in accordance with the Town's Fees and Services By-Law as amended or successor thereto, of the estimated cost of all works by the Owner's consultant to the satisfactory approval of the Town is to be provided prior to final approval of the Subdivision Agreement to the satisfaction of the Town's Director of Infrastructure & Environmental Services.
31. The Owner shall covenant and agree in the Subdivision Agreement to provide servicing securities to the Town, in a form acceptable to the Town's Director of Corporate & Financial Services and in an amount approved by the Town's Director of Infrastructure & Environmental Services.
32. The Owner shall covenant and agree in the Subdivision Agreement that it shall be required to construct or pay for the construction of trails, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with applicable Town policy), underground and above ground services, street lights and illumination, street signs, utilities, storm water management facilities, etc., and any and all other works necessary for the development and servicing of the subdivision to the satisfaction of the Town's Director of Infrastructure & Environmental Services.
33. The Owner shall covenant and agree in the Subdivision Agreement to compensate the Town for snow removal and winter maintenance costs for the roads and sidewalks within the subdivision based on the ratio of occupied/unoccupied units/lots and blocks within the said subdivision as determined by the Director of Infrastructure & Environmental Services.

34. The Owner shall also covenant and agree in the Subdivision Agreement to compensate the Town for street lighting maintenance costs within the subdivision based on the current level of occupancy to the satisfaction of the Director of Infrastructure & Environmental Services.
35. Prior to undertaking any grading on the site, and in connection with the Town's issuance of a Topsoil Removal Permit (if required), the Owner shall prior to final approval of the M-Plan submit a Lot Grading and Erosion Control Plan for any grading within the Draft Plan of Subdivision for approval by the Town and Lake Simcoe Region Conservation Authority that shall include proposed methods for:
 - a) erosion and sediment control prior to and during construction including the extent of grading/filling, the access location and erosion control detail, the location of spoil pile storage and the location and nature of sediment control works;
 - b) progressive stripping and grading to ensure minimum duration of exposed soil areas to the extent practical; and
 - c) Certificate of Decommissioning for any well(s) and septic systems.
36. The Owner shall acknowledge that the suitability of the land for the proposed use is the responsibility of the Owner, and that prior to the registration of the M-Plan, the Owner have an Environmental Site Assessment (under O. Reg. 153/04 as amended O. Reg. 511/09) undertaken by a qualified person registered 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 uses, the qualified person shall so advise the Ministry of the Environment and Climate Change and the Town. The Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use.
37. The Owner shall covenant and agree in the Subdivision Agreement that all Lots and/or Blocks on the M-Plan to be left vacant for longer than six (6) months, and all portions of public highways that are not paved, together with all drainage swales, shall be graded, seeded and/or sodded, and maintained to the satisfaction of the Town.
38. The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes, turning circles, or any other services as deemed necessary. Any off site easements and works necessary to connect watermains, storm sewers and sanitary sewers to outfall trunks and storm water management facilities on external lands shall be satisfactory to and granted to the appropriate authorities. No works off site or connections to

- existing infrastructure may be undertaken prior to execution of the Subdivision Agreement or a Pre-Servicing Agreement.
39. The Owner shall satisfy York Region Transportation Services Department that the services to be installed within, and in conjunction with the Draft Plan of Subdivision will provide for sidewalks which meet the local municipality's standards along the subject lands' frontage onto roadways that have/will have transit services.
 40. The Owner shall satisfy York Region Transportation Services Department that the services include illumination in accordance with the local municipality's design standards along all streets which have or will have transit services, sidewalks, pedestrian access and bus stop locations.
 41. The Owner shall covenant and agree in the Subdivision Agreement that all exterior side yards of lots that require wood fencing shall have solid wood fences with 150mm x 150mm posts with house returns of a design required by urban and architectural design guidelines or as required by Town standards, to the satisfaction of the Director of Planning & Building Services.
 42. The Owner shall, prior to final approval, submit a geotechnical report for review and approval by the Town, which deals with the relative elevations of foundations and footings, the requirements for engineered fill based on existing subsurface conditions, and the requirements for road and municipal services construction, to the satisfaction of the Town's Director of Planning & Building Services and Director of Infrastructure & Environmental Services.
 43. The Owner agrees that any proposed final grading shall eliminate retaining walls, unless approved otherwise by the Director of Infrastructure and Environmental Services. Construction details and notes, material descriptions, location and dimensions including top and bottom of wall elevations, heights and length of all retaining walls approved by the Director of Infrastructure and Environmental Services shall be provided in the detailed engineering plans. The approved retaining walls shall include drainage systems with positive outlets, shall not permit surface drainage to drain over the top of wall and when there is the option shall be located on private property instead of public property.
 44. The Owner shall, prior to final approval of the M-Plan, submit Internal and External Traffic Studies for review and approval by the Town. The Owner shall agree in the Subdivision Agreement that all road work and construction shall be in accordance with the approved Internal Traffic Study (as approved by the Town), including parking controls, bike ways, pavement markings, pedestrian crossings, sidewalks, access driveways locations, traffic signage

- including bicycle route signage and other requirements as set out in the said Internal Traffic Study.
45. The Owner agrees that where the Town requires that bicycle routes are required on the collector or minor collector road in accordance with TDM (Traffic Demand Management), to provide signage to the satisfaction of the Town.
 46. The Owner shall covenant and agree in the Subdivision Agreement to provide a detailed structural inspection and report by a professional engineer registered in the province of Ontario of the 3 existing underpasses at Murray Drive (2 locations) and Golf Links Drive (1 location) to the satisfaction of the Town. The inspection shall provide a full review of the structural adequacy and feasibility to utilize the existing underpasses as trail connections while maintaining the existing road structures, including drainage, accessibility and safety. The report recommendations shall also itemize any remedial works, upgrades and estimated costs required to the satisfaction of the Town. Upon completion of the report to the satisfaction of the Town, the Owner shall agree in the Subdivision Agreement to design and construct all works recommended in the report to be completed.
 47. The Owner shall covenant and agree in the Subdivision Agreement to provide on street parking where required to the satisfaction of the Town. Where parking is required, the minimum acceptable pavement width shall be 8.0 metres to the satisfaction of the Town.
 48. The Owner shall, prior to final approval, demonstrate compliance with the Town's standard configuration with respect to all road bends on the M-Plan, to the satisfaction of the Town.
 49. The Owner shall covenant and agree in the Subdivision Agreement to design, pay for and construct all traffic control devices (including temporary pavement markings) as specified in the approved Internal Traffic Study prior to the occupancy of any dwelling, to the satisfaction of the Town.
 50. The Owner shall, prior to final approval, ensure that all dead end streets, sides of road allowances requiring restricted access, and exterior side yard and rear yard flankages of the Lots or Blocks on the M-Plan requiring restricted access as designated by the Town's Director of Infrastructure & Environmental Services shall be terminated in 0.3 metre reserves to prohibit access at certain locations. The 0.3 metre reserves shall be established as public highways by the Town at such times as determined by the Town's Director of Infrastructure & Environmental Services.

51. The Owner shall agree prior to final approval to submit reference plans, engineering details and specifications and recommendations for any retaining walls to be constructed on the lands for which a building permit is required under the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, (the "Building Code Act") and O. Reg. 350/06 (Building Code), indicating therein any restrictions such as setback limits for structures, in-ground or above ground pools, trees and landscaping etc. to the satisfaction of the Town's Director of Planning & Building Services and Director of Infrastructure & Environmental Services. If any such restrictions are identified, the Owner shall agree to register the Restrictive Covenants on title to the restricted lands to the satisfaction of the Town. The Owner further agrees to include in all Offers of Purchase and Sale Agreements for the restricted Lots/Blocks on the M-plan, a notice advising prospective purchasers of the registration of Restrictive Covenants on title to their lands.
52. The Owner shall agree in the Subdivision Agreement to provide sanitary sewer and storm sewer inspection testing and acceptance. Sanitary sewer inspection testing and acceptance shall be in accordance with the York Region Sanitary Inspection, Testing and Acceptance Guideline requirements dated September 2011 and as amended from time to time. Storm sewer and manhole inspection testing and acceptance to follow the requirements and policies of the Town.
53. The Owner shall covenant and agree in the Subdivision Agreement to retain and pay for a qualified company acceptable to the Town to provide a video (CCTV) inspection of all sanitary and storm sewers and prepare a letter report of the findings and conclusions within 6 months prior to the Owner requesting assumption of the subdivision by the Town.

The report shall summarize and identify sewer pipe material used in accordance to Town and Region specifications and any deleterious materials to be cleaned, settlements or deflections, if any, and provide qualified justification stamped by a Professional Engineer registered in the Province of Ontario, for possible deviation from required Region, Town and OPS standards and specifications with recommendations to mitigate construction impacts if any.

The Owner agrees that if as a result of carrying out the video (CCTV) inspection any modifications or rectifications are required, the Owner shall at its own expense provide for such rectifications through such means as agreed to by the Town.

The Owner further agrees that final release of securities and assumption of the works by the Town will not be requested by the Owner nor provided by the

Town until such CCTV inspection and rectifications, if any, are complete and accepted by the Town's Director of Infrastructure & Environmental Services.

54. Prior to final approval, the Owner shall monitor the water balances by submitting a supplementary design brief addendum to the submitted Stormwater Management and Hydrogeological Reports. Such report shall also demonstrate that the post development water balance is acceptable and provide any recommendations required for mitigation. The Owner shall covenant and agree in the Subdivision Agreement to carry-out said recommendations/mitigation measures to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority.
55. The Owner shall covenant and agree in the Subdivision Agreement to prepare and submit an overall Composite Utility Plan showing the location (shared or otherwise) of all required utilities (on-grade, or above-grade or non-standard below grade, including on-site servicing facilities and streetscaping). This Composite Utility Plan shall be to the satisfaction of the Town, having considered the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the subdivision. Further, the utility distribution plan shall consider the respective standards and specification manuals, where applicable, of the utility providers.
56. The Owner shall covenant and agree in the Subdivision Agreement that natural gas, telecommunication service providers and cable television services, including other street hardware, where possible, shall be constructed underground within the road allowances or other appropriate easements to the satisfaction of the Town.
57. The Owner shall covenant and agree in the Subdivision Agreement to grant access, on reasonable terms and conditions, to any telecommunications service providers indicating an interest to locate within a municipal right-of-way. The Owner further agrees to advise any telecommunications service provider intending to locate within a municipal right-of-way, of the requirement to enter into a Municipal Access Agreement with the Town of Aurora, and to satisfy all conditions, financial and otherwise of the Town.

Open Space Lands

58. The Owner shall covenant and agree in the Subdivision Agreement to convey Parkette Blocks 160 to 166 inclusive on the Draft Plan to the Town as Open Space lands, at no charge and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings), to the satisfaction of the Director of Parks & Recreation Services.

59. The Owner shall covenant and agree in the Subdivision Agreement to convey Open Space / Vista Blocks 167 to 177, Negotiated Buffer Blocks 178 to 180 and 251 to 253 inclusive on the Draft Plan to the Town as Open Space lands, at no charge and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings), to the satisfaction of the Director of Parks & Recreation Services.
60. The Owner shall covenant and agree in the Subdivision Agreement to provide and implement an Open Space Plan, to the satisfaction of the Director of Parks & Recreation Services, to address the following:
- a) Identify natural areas and active recreational uses and amenities.
 - b) Significantly reduce existing manicured turf areas to provide primarily non-maintained natural areas.
 - c) Eliminate tennis facilities originally proposed in Block 166.
 - d) Provide inclusive and accessible playground amenities in Block 163 that will include a suitably sized playground to accommodate senior, junior and tot play opportunities to Town standards. Include a shade structure in close proximity to the playground area.
 - e) Where active playground amenities are proposed, provide all necessary services and utilities needed to implement the amenities.
61. The Owner shall covenant and agree in the Subdivision Agreement to include a clause within all Offers of Purchase and Sale Agreements with prospective purchasers of Lots and Blocks adjacent to Open Space lands advising that the lands adjacent to their Lot or Block is intended for conservation and naturalization, and portions may be used for active recreational use, a public trail system and trail amenities. The lands are to remain as much as possible in their natural state. The Town of Aurora will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the Open Space lands and associated trail system and recreational amenities.

Environmental Protection Lands

62. The Owner shall covenant and agree in the Subdivision Agreement to convey Environmental Protection Blocks 181 to 190 inclusive on the draft plan to the Town as Environmental Protection lands, at no charge and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings), to the satisfaction of the Director of Parks & Recreation Services.
63. The Owner shall covenant and agree in the Subdivision Agreement to the following requirements regarding the Environmental Protection Blocks 181 to 190 inclusive on the draft plan:

- a) Not to disturb or otherwise use any portion of the Environmental Protection lands for the storage of topsoil or fill materials, with the exception of any filling associated with the re-naturalization of such areas.
 - b) Not to encroach into the Environmental Protection lands without prior written approval of the Director of Parks and Recreation Services.
 - c) To install on-site temporary Paige wire protection/silt fencing along the boundaries of Environmental Protection lands prior to any adjacent development disturbance, and to maintain in place the temporary fencing for the duration of development construction.
 - d) To include a clause within all Offers of Purchase and Sale Agreements with prospective purchasers of Lots and Blocks adjacent to Environmental Protection lands advising that the environmental protection lands adjacent to their Lot or Block is intended for conservation and naturalization, and portions may be used for a public trail system and trail amenities. The lands are to remain as much as possible in their natural state. The Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself as a result of the Environmental Protection lands and associated trail system.
64. The Owner shall covenant and agree in the Subdivision Agreement to remove on-line ponds within the Environmental Protection lands and to re-naturalize pond and creek areas to the satisfaction of the Lake Simcoe Region Conservation Authority, Department of Fisheries and Oceans, Ministry of Natural Resources and Forestry and the Director of Parks & Recreation Services.
65. The Owner shall covenant and agree in the Subdivision Agreement to inspect and certify all bridges and bridge foundations by a structural engineer for their continued use for a period of 25 years. Any bridge or associated components not meeting this requirement shall be upgraded or completely replaced. Replacement bridges shall be prefabricated, self-weathering alloy steel bridges on concrete footings supplied by Kitchener Forging or approved equal, with a minimum live load weight rating of not less than 13000 lbs., to the satisfaction of the Director of Parks & Recreation Services.
66. The Owner shall covenant and agree in the Subdivision Agreement to provide design plans for the naturalization and restoration plantings to address the requirements of the Natural Heritage Evaluation to the satisfaction of the Lake Simcoe Region Conservation Authority and the Town.

Trails

67. The Owner shall covenant and agree in the Subdivision Agreement to convey Blocks 191 to 199 inclusive on the draft plan to the Town as Open Space lands for the purpose of a walkway / trail connection, and for servicing purposes, at no charge and free of all encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings), to the satisfaction of the Director of Parks & Recreation Services and the Director of Infrastructure & Environmental Services.
68. The Owner shall covenant and agree in the Subdivision Agreement to provide a Trails Plan and to implement a trail system in accordance with the Highland Gate Trails Master Plan, to the satisfaction of the Director of Parks & Recreation Services.
69. The Owner shall covenant and agree in the Subdivision Agreement to utilize the existing underpasses at Murray Drive (2 locations) and Golf Links Drive (1 location) for the new trail system. The Owner shall provide the Town's Director of Infrastructure & Environmental Services with an engineer's inspection report of all underpasses to determine the safety and feasibility of reuse, and provide the recommended maintenance and/or upgrades required. The Owner shall provide additional lighting within the underpasses, to the satisfaction of the Town.
70. The Owner shall covenant and agree in the Subdivision Agreement to design and implement trail connections from underpass locations to the subject streets for both Murray Drive locations and for the Golf Links Drive location, and to provide all land conveyances or easements to the Town to effect trail connections from underpass locations.
71. The Owner shall covenant and agree in the Subdivision Agreement to address existing cart paths for use as a trail system. Where existing cart paths are reused for the trail system they shall be inspected and all deficiencies are to be corrected. Existing cart paths are to be rehabilitated and brought up to Town standards such that they will continue to serve their intended purpose to the satisfaction of the Director of Parks & Recreation Services.
72. The Owner shall covenant and agree in the Subdivision Agreement that the Town-Wide Spine Trail and other trails shall be granular surfacing to Town standards.
73. The Owner shall covenant and agree in the Subdivision Agreement to provide illumination for the entire length of the Town-Wide Spine Trail to Town standards and to the satisfaction of the Director of Parks & Recreation Services. Illumination of other trails will be determined based on site-specific

environmental considerations and proximity of the trail to residential properties.

74. The Owner shall covenant and agree in the Subdivision Agreement to identify the trail system on display plans within the Sales Office and to include a clause within all offers of Purchase and Sale Agreements with prospective purchasers of Lots and Blocks adjacent to the trail system, advising of anticipated trail construction, location and timing. Furthermore, the Owner agrees to include a clause within all offers of Purchase and Sale Agreements with prospective purchasers of all Lots and Blocks adjacent to the trail system advising of proximity of any trail systems as identified on the Trails Plan and of the potential for exposure to night lighting, pedestrian traffic, and noise that may occur on the trail system from time to time.
75. The Owner shall, prior to execution of the Subdivision Agreement, enter into and execute a Parks Agreement with the Town which: a) shall confirm parkland contribution; b) provide recreational amenity facility fit concept plans and address timing of parks construction and cost recovery implications for all parkland blocks; and c) provide detailed design plans and implement landscape works on-site for the construction of parkland amenities within Blocks 160 to 166 inclusive on the Draft Plan of Subdivision, all to the satisfaction of the Town's Director of Parks & Recreation Services.

Vegetation Management

76. The Owner shall covenant and agree in the Subdivision Agreement to provide and implement a Vegetation Management Plan (VMP) to the satisfaction of the Director of Parks and Recreation Services. The VMP shall be prepared by the consulting landscape architect in coordination with a certified arborist or registered professional forester, or other environmental specialist as required. The VMP shall include, but not be limited to the following:
 - a) A vegetation inventory & assessment: Identify all vegetation 50mm caliper or greater for individual tree assessments and/or identify perimeter at canopy of woodland, groups or stands of vegetation; identify trees & vegetation on adjacent property that may be impacted. Inventory shall include species, size and condition.
 - b) Identification of all vegetation removals and identification of all protection measures including Tree Preservation Zones for vegetation designated to be preserved; an at-grade impact assessment to support vegetation removals and/or preservation measures.
 - c) A monetary vegetation appraisal in order to determine compensation planting in accordance with the Town's *Tree Removal/Pruning & Compensation Policy*.

- d) Provision of compliance monitoring and protection/mitigation specifications and implementation of all arboricultural requirements for trees designated to be preserved during construction; provision of post construction performance monitoring and rehabilitation specifications. Include the Town's minimum tree preservation standards. Ensure all trees designated to remain are safe, healthy, structurally sound and free of all hazard conditions and trees in poor or declining health are removed. All Ash (*Fraxinus*) species shall be designated for removal due to exposure to Emerald Ash Borer.
 - e) Coordination with existing homeowners for trees located on property boundaries that require removal; acquire homeowner's approval for removals and coordinate method of removal and replacement.
 - f) A compensation planting plan providing plantings equal to or greater than the appraised value of vegetation designed to be removed from the site, which compensation planting shall be in addition to the Town's minimum planting standards.
 - g) Coordination of vegetation-related recommendations from environmental reports as applicable.
77. Other than as permitted pursuant to By-law Number 4474-03.D as amended or successor thereto (the "Tree By-law"), the Owner shall only be permitted to remove trees on any Lots or Blocks within the proposed plan of subdivision in accordance with the exemption contained in s. 20(d) of the Tree By-law upon meeting the following conditions with respect to tree removal, preservation, payment of fees, and any other such related items, all to the satisfaction of the Director of Parks & Recreation Services: (a) the submission of a Vegetation Management Plan and the execution of the Subdivision Agreement; or (b) prior to the execution of the Subdivision Agreement, the submission of a Vegetation Management Plan and the execution of a Vegetation Management Agreement.
78. The Owner shall covenant and agree in the Subdivision Agreement to construct temporary Paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the Vegetation Management Plan. Protection fencing to Town standards shall be installed prior to commencement of any demolition, topsoil removal, grading or construction activities on the lands, and shall be maintained in good condition for the duration of development on the lands. The Owner shall provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence, to the satisfaction of the Director of Parks & Recreation Services.

Fencing, Walls & Abandoned Features

79. The Owner shall covenant and agree in the Subdivision Agreement to implement on-site black vinyl chain link fencing in accordance with Town standards to be located on the municipal side of lot lines for future residential Lots and Blocks abutting Town lands except where it is appropriate to retain existing fencing to the satisfaction of the Director of Parks & Recreation Services.
80. The Owner shall covenant and agree in the Subdivision Agreement to include a clause within all Offers of Purchase and Sale Agreements with prospective purchasers of Lots and Blocks adjacent to lands conveyed to the Town, in a manner satisfactory to the Director of Parks & Recreation Services, advising that fence gates and/or other means of access will not be permitted to access municipal lands from residential properties.
81. The Owner shall covenant and agree in the Subdivision Agreement to coordinate with existing homeowners abutting lands to be conveyed to the Town to address the issue of retaining walls and fences along the common property boundary, many of which exist in poor condition. The Owner shall complete a full condition assessment and inventory of all existing fences and walls abutting lands to be conveyed to the Town and provide a photographic record and make recommendations as to the continued service life of the fence and implement solutions including replacements to the discretion of the Town and at no cost to the Town, to the satisfaction of the Director of Parks & Recreation Services.
82. The Owner shall covenant and agree in the Subdivision Agreement to remove, where feasible, existing exposed abandoned features remaining on the lands, including irrigation equipment, sprinkler heads, valve chambers, various pipes in and out of watercourses and ponds as well as concrete pads, hydro utility or control structures, and any other miscellaneous features and equipment, all to the satisfaction of the Director of Parks & Recreation Services

General Landscaping Requirements

83. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape design plans and implement landscape works on-site for street tree planting on all road allowances within the Draft Plan in accordance with Town standards and to the satisfaction of the Director of Parks and Recreation Services. As an alternative and at the discretion of the Town, the Town may consider through the aforementioned Subdivision Agreement, requesting cash-in-lieu of the value of street tree plantings, in accordance with the approved landscape plans, to the satisfaction of the Director of Parks & Recreation Services.

84. The Owner shall covenant and agree in the Subdivision Agreement at the time of street tree installations to distribute to each prospective purchaser of Lots within the Plan, a copy of the Town's "*Boulevard Tree*" Information Brochure. The Owner will obtain the Brochures from the Town's Parks & Recreation Services department at no cost to the Owner.
85. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape design plans and implement landscape works on-site for all proposed fencing, landscape structures, subdivision entry features, buffer plantings or any other landscape features required by urban and architectural design guidelines or as required by Town standards, to the satisfaction of the Director of Parks & Recreation Services.
86. The Owner shall covenant and agree in the Subdivision Agreement to provide consistent and continuous minimum 300mm depth topsoil for all areas associated with tree and shrub plantings within the Plan, to the satisfaction of the Director of Parks & Recreation Services. These areas shall include all boulevards designated for street tree plantings, storm water management facilities and landscape and grading buffers.
87. The Owner shall covenant and agree in the Subdivision Agreement to provide the Town the first right of refusal of surplus topsoil and shall provide the Town with prior notification of topsoil removal from the Plan.
88. The Owner shall covenant and agree in the Subdivision Agreement to perform topsoil testing in accordance with Town standards by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the Draft Plan. The Owner shall further agree to implement fertilizers and soil amendments in accordance with topsoil test recommendations, to the satisfaction of the Director of Parks & Recreation Services.
89. The Owner shall covenant and agree in the Subdivision Agreement to include in all Offers or Purchase and Sale Agreements with purchasers of Lots within the Plan, a notice clearly setting out the details of any fencing or urban design feature that is to be installed on the Lot being purchased. Such notice shall clearly identify specifications relating to location, timing of installation, colour, materials, height and other design details of the fencing or urban design features. Further, the Owner shall agree in the Subdivision Agreement that any fencing that is required by the Town shall be included in the purchase price of the Lot. The Owner shall be required to demonstrate compliance with this condition for any sales that occur prior to the execution of the Subdivision Agreement.

90. The Owner shall covenant and agree in the Subdivision Agreement to provide a one-time financial contribution for the purposes of supplementing the Town's on-going annual maintenance costs associated with Landscape Works on municipal lands, such Works as required by Town's standards and/or approved urban and architectural design guidelines. The amount of the contribution shall be equal to twenty-five percent (25%) of the total cost of plant material installed on municipal lands within the Plan, with the exception of naturalization and restoration plantings within the Plan.
91. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape securities to the Town, in a form acceptable to the Town's Director of Corporate & Financial Services, and in the amount of one hundred percent (100%) of the estimated costs of the Landscape Works, to ensure performance and compliance of all Landscape Works, to the approval and satisfaction of the Director of Parks & Recreations Services.
92. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape fees, in a manner satisfactory to the Town, based on the percentage amount of estimated Landscape Works as set out in the Parks and Recreation Services Fees By-law 5426-12. The estimated cost of the Landscape Works shall be provided by the consulting landscape architect and approved by the Town. Landscape fees are required for the review of landscape plans and the administration of implementation of the Landscape Works to the satisfaction of the Director of Parks & Recreation.

Planning & Development Services: Building Division Conditions

93. The Owner shall, prior to final approval, submit a Lot and Block Schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the M-Plan, to the satisfaction of the Town's Director of Planning & Building Services.
94. The Owner shall agree in the Subdivision Agreement that building permit applications for dwelling units requiring noise controls shall be certified by a qualified professional as being in conformance with the recommendations of the approved Noise study to the satisfaction of the Town's Director of Planning & Building Services.
95. Prior to undertaking any grading or other works on site, the Owner shall obtain a permit under the Building Code Act for the decommissioning of septic sewage system and any existing sanitary sewage lines. The Owner/Developer shall submit a Consultant's Certificate upon completion of the decommissioning to the satisfaction of the Town's Director of Planning & Building Services and Director of Infrastructure & Environmental Services.

96. Prior to undertaking any grading or any other works on the site, the Owner shall obtain a permit under the Building Code Act for the demolition of any buildings and structures prior to their demolition, to the satisfaction of the Town's Director of Planning & Building Services.
97. The Owner shall agree in the Subdivision Agreement that, prior to the issuance of building permits for sales offices for the purposes of marketing residential units on the Draft Plan of Subdivision, the Owner shall submit and obtain the written approval from the Town's Director of Planning & Building Services with respect to the location of sales offices and with respect to the display plans and other information to be used for sales and/or marketing purposes. Such information shall include the following:
- a) the latest version of the approved Draft Plan of Subdivision or registered M-Plan, including any phasing;
 - b) a plan showing the entire Draft Plan of Subdivision and adjacent lands including all sidewalks and walkways, community mail boxes, parks by type (including all recreational facilities to be provided), schools, churches, open space areas, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and external to the dwelling unit), erosion control facilities, buffer areas, watercourses, and surrounding land uses; and
 - c) a copy of the approved zoning by-law for the lands together with a copy of the executed Subdivision Agreement (as soon as it is available);
 - d) a grade and utility composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities) to the satisfaction of the Town.
 - e) No alteration to grading and drainage swales, or removal of vegetation or development of any sheds and structures is permitted on lands that are zoned Environmental Protection.

The Owner shall further agree to keep all of the above materials up-to-date, to reflect the most current approvals, and/or submissions regarding the Draft Plan of Subdivision, and/or engineering design drawings, and other such matters as may be required by the Town's Director of Planning & Building Services and Director of Infrastructure & Environmental Services.

98. The Owner shall agree in the Subdivision Agreement that no grading or other soil disturbances shall take place on the M-Plan lands prior to the Ministry of Tourism Culture and Sport confirming receipt of appropriate Archaeological report(s) from the Owner's archaeological consultant and provided that the Ministry has not advised the Owner of any outstanding concerns with such report(s).
99. The Owner shall agree in the Subdivision Agreement to erect and maintain signs on any vacant land within the M-Plan indicating the designated or proposed use of all Lots and/or Blocks (including temporary turning circles) on the M-Plan, other than those lots designated for residential purposes.
100. The Owner shall agree in the Subdivision Agreement to include in all offers of purchase and sale agreements the following warning clauses:

“Purchasers are advised that, as conditions of approval of the subdivision within which this lot is located, the Town of Aurora has required the developer to undertake and bear the cost of the following items:

 - a) street trees (trees planted in the Town boulevards)
 - b) corner lot fencing as directed on the approved engineering plans
 - c) rear lot fencing as directed on the approved engineering plans
 - d) noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans
 - e) fencing (if required) along school blocks, park blocks and environmental protection lands on the approved engineering plans
 - f) subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the Town.

York Region Conditions

101. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Aurora and York Region.
102. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the Town of Aurora for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision may occur in phases based on the availability of water supply and sewage servicing allocation.

103. The Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
104. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
105. For lands where servicing allocation has not been provided, the Holding (H) provisions of Section 36 of the Planning Act shall be used in conjunction with all residential zone categories in order to ensure that final plan approval and development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the Planning Act. The Zoning Bylaw shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
 - The Town of Aurora approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - York Region has advised in writing that the required infrastructure to support the capacity assignment associated with this development will be completed within a time period acceptable to the Region (usually 6 to 36 months depending on the complexity of the development) to permit the plan registration; or,
 - The Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Aurora allocates the capacity to this development.
106. Prior to final approval, the Owner shall agree that a basic 36 metre Right-of-Way is required for this section of Bathurst Street. As such, all municipal setbacks shall be referenced from a point 18 metres from the centreline of construction on Bathurst Street, and any additional lands required for turn lanes at intersections will be conveyed to York Region for public highway purposes, free of all costs and encumbrances (subject to existing and proposed servicing and easements in accordance with approved design drawings), to the satisfaction of York Region Solicitor.
107. The Owner shall agree in the Subdivision Agreement to provide direct shared pedestrian/cycling connection from the proposed subdivision to Bathurst Street to accommodate active transportation and public transit. A drawing is required to show the location of these facilities to the satisfaction of York Region.

108. The Owner shall agree in the Subdivision Agreement to implement all applicable infrastructure improvements related to this draft plan of subdivision based on the recommendations outlined in BA Group's Transportation Considerations report dated February, 2015, as supplemented, in support of the Official Plan Amendment and draft plan of subdivision.
109. The Owner shall agree in the Subdivision Agreement to provide a TDM communication strategy to communicate and notify York Region and the Town of Aurora to effectively deliver the Information Packages and pre-loaded Presto Cards to residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded Presto Cards.
110. Prior to final approval, the Owner shall provide an updated Traffic Impact Study to the satisfaction of the Regional Transportation Services Department.
111. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to implement the recommendations of the functional transportation report/plan as approved by the Corporate Services Department.
112. Prior to final approval, the Owner shall submit detailed engineering drawings, to the Corporate Services Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Corporate Services Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
113. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOECC) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to the Corporate Services Department, Attention: Manager, Development Engineering, that includes the following drawings:
 - a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Traffic Control/Management Plans;
 - e) Landscaping Plans, including tree preservation, relocation and removals;

- f) Requirements of York Region Transit/Viva.
114. Prior to final approval, the Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOECC forms together with any supporting information shall be submitted to the Corporate Services Department, Attention: Mrs. Eva Pulnicki, P.Eng.
115. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region:
- a) All existing woody vegetation within the York Region road Right-of-Way,
 - b) Tree protection measures to be implemented on and off the York Region road Right-of-Way to protect right of way vegetation to be preserved,
 - c) Any woody vegetation within the York Region road Right-of-Way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road's Right-of-Way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
 - d) A planting plan for all new and relocated vegetation to be planted within the York Region road Right-of-Way, based on the following general guideline:
- Tree planting shall be undertaken in accordance with York Region standards as articulated in the Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the Subdivision Agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and York Region for Town maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by York Region.
116. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Corporate Services Department recommending noise attenuation features.
117. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to implement the noise attenuation

features as recommended by the noise study and to the satisfaction of the Corporate Services Department.

118. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment and Climate Change guidelines and the York Region Noise Policy.
119. The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:
- "Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
120. Where noise attenuation features will abut a York Region Right-of-Way, the Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, as follows:
- a) that no part of any noise attenuation feature shall be constructed on or within the York Region Right-of-Way;
 - b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) that maintenance of the noise barriers and fences bordering on York Region Right-of-Way shall not be the responsibility of York Region; and
 - d) that any landscaping provided on York Region Right-of-Way by the Owner or the area municipality for aesthetic purposes must be approved by the Corporate Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
121. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
122. The Owner shall agree in the Subdivision Agreement that direct vehicle access from Lot 1 and Blocks 178 and 182 to Bathurst Street will not be provided. All accesses must be provided via local roads and Highland Gate.

123. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.
124. Prior to final approval, the Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.
125. Prior to final approval, the Owner shall conduct a subsurface investigation to assess dewatering and/or depressurization needs, and submit a hydrogeological report in support of a Permit to Take Water (PTTW) application. A copy of the PTTW application and hydrogeological report shall be copied to York Region, the Town and the LSRCA at the time of application to the Ministry of Environment and Climate Change (MOECC). York Region, the Town and the LSRCA shall provide comments, if any, on the application for PTTW directly to the MOECC through the EBR Register.
126. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of York Region.
127. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law # 2012-36.
128. The Regional Corporate Services Department shall advise that Conditions 101 to 128 inclusive, have been satisfied.

Lake Simcoe Region Conservation Authority Conditions

129. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and municipality:
 - a) A detailed Stormwater Management Report in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan; As part of this report the following must be demonstrated:

- i. The quantity and erosion control storm sewer/super pipes and orifice controls will be located above the adjacent watercourse 100 year water level;
 - ii. All storm outfall headwalls will be located outside of the vegetation protection zone of all key natural heritage and hydrologic features, where possible;
- b) Detailed erosion and sediment control plans;
 - c) Detailed grading and drainage plans;
 - d) A detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of low impact development measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement;
 - e) A detailed cut/fill analysis for any grading proposed within the Regional Floodplain;
 - f) A detailed delineation of the existing and proposed 100 year and Regional Floodplain demonstrating the location of all proposed development outside of the flood susceptible area; and
 - g) A Conveyance Analysis to demonstrate conveyance of proposed flows from Block 162 (Node C3) to an appropriate outlet.
130. That prior to final approval, a hydraulic model flood elevation comparison table of the Existing LSRCA model versus the Proposed Conditions model will be prepared to the satisfaction of the LSRCA.
131. That prior to final plan approval, a detailed consolidated Hydrogeological Report shall be prepared to the satisfaction of the LSRCA and Town demonstrating that the anticipated changes in water balance from pre-development to post-development will be minimized in accordance with Designated Policy 4.8d. of the Lake Simcoe Protection Plan. Prior to submission of detailed design, the Owner and/or its delegates shall agree to participate in pre-consultation with the LSRCA regarding the required water balance reporting and presentation.
132. Prior to final approval, the Owner shall conduct a subsurface investigation to assess dewatering and/or depressurization needs, and submit a hydrogeological report in support of a Permit to Take Water (PTTW) application. A copy of the PTTW application and hydrogeological report shall be copied to York Region, the Town and the LSRCA at the time of application to the Ministry of Environment and Climate Change (MOECC). York Region, the Town and the LSRCA shall provide comments, if any, on the application for PTTW directly to the MOECC through the EBR Register.
133. That prior to final plan approval, a detailed phosphorus budget shall be prepared to the satisfaction of the LSRCA demonstrating that the anticipated changes in phosphorus loadings from pre-development to post-development

will be minimized in accordance with Designated Policy 4.8e. of the Lake Simcoe Protection Plan.

134. That prior to final plan approval, a detailed Ecological Offsetting Report shall be prepared to the satisfaction of the LSRCA and municipality identifying the appropriate compensatory measures for the loss of wetland, woodland, and their associated buffers resulting from the development, including but not limited to infrastructure encroachments from new roads and associated watercourse realignments as well as proposed stormwater management outlets. The value of ecological offsetting required shall generally consist of replacement of the feature and/or buffer on a 2:1 (woodland) or 3:1 (wetland) ratio as well as the calculated Ecosystem Services Value, or appropriate equivalent.
135. That prior to final plan approval, a detailed Restoration/Mitigation Plan shall be prepared to the satisfaction of the LSRCA and municipality which will include but not be limited to required vegetation enhancement in all vegetation protection zones to key natural heritage and hydrologic features, online pond removal and restoration in the Western Tributary and Tannery Creek corridors, enhancement of Block 193 between Streets J and I, and salt management/mitigation for new watercourse crossings and roads adjacent to existing watercourses.
136. That prior to final plan approval, a detailed Natural Channel Design based on geomorphic principles shall be prepared to the satisfaction of the LSRCA and municipality to address the proposed removal of on-line ponds along Western Creek and Tannery Creek. The design must demonstrate that the existing stage discharge of the watercourse will be maintained as much as possible and there will be no increase in any upstream or downstream erosion and/or flooding.
137. That prior to final plan approval, a Trails Impact Study shall be prepared to the satisfaction of the LSRCA and the municipality.
138. That prior to final plan approval, a Monitoring Plan shall be prepared to the satisfaction of the LSRCA and the municipality in keeping with the recommendations of the updated Natural Heritage Evaluation to address the impacts of the development on the natural heritage system including adaptive management where appropriate.
139. That prior to final approval, a subwatershed conformity report shall be prepared to the satisfaction of the LSRCA demonstrating how the proposed use and development fulfills the requirements or recommendations of the East Holland Subwatershed Plan (2010).

140. That prior to final plan approval, the Owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.
141. That prior to final plan approval, the Owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.
142. That prior to final plan approval, the Owner shall demonstrate that any requirements related to fish habitat under the *Fisheries Act* have been addressed to the satisfaction of the Federal Department of Fisheries and Oceans.
143. That prior to final plan approval, the Owner shall demonstrate that any requirements related to dam removal under the *Lands and Rivers Improvement Act* have been addressed to the satisfaction of the Ministry of Natural Resources and Forestry.
144. That prior to final plan approval, Blocks 181 to 190 shall be zoned Environmental Protection (EP-X) with the following provisions:
 - a. Notwithstanding the provisions of Section 30.1 respecting permitted uses, the lands shown zoned EP-X Environmental Protection Exception Zone shall not be used, except for the following uses:
 - i. conservation
 - ii. floodplain
 - iii. wildlife areas
 - iv. trails
 - v. roads
 - b. No buildings or structures shall be erected in this zone whether or not ancillary to the uses permitted.
145. That prior to final plan approval, Blocks 160 to 166, 168, 172, 177, 193 and 196 shall be zoned Major Open Space Exception with the following provisions:
 - a. Notwithstanding the provisions of Section 31.1 respecting permitted uses, the lands shown zoned O-X Major Open Space Exception Zone shall not be used, except for the following uses:
 - i. conservation
 - ii. forestry
 - iii. public parks and trails
 - iv. wildlife areas
 - v. roads

146. That the owner shall agree in the Subdivision Agreement to include a Holding Provision on Lots 157, 158 and 159 that states that:

“The lands cannot be used for a purpose permitted by this By-law until the (H) symbol is removed pursuant to Section 36 of the *Planning Act*. The (H) provision shall be lifted by the Corporation of the Town of Aurora once the following plans have been approved and implemented to the satisfaction of the LSRCA and the municipality:

- i. A floodplain analysis demonstrating no increase in upstream or downstream flooding or erosion;
- ii. A detailed, phased removal plan for the on-line control structures within Western Creek; and
- iii. A natural channel design and restoration plan for the altered watercourse, upstream and downstream of the removed on-line control structures within Western Creek.”

147. That the Owner shall agree in the Subdivision Agreement to include a Holding Provision on Block 201 that states that:

“The lands cannot be used for a purpose permitted by this By-law until the (H) symbol is removed pursuant to Section 36 of the *Planning Act*. The (H) provision shall be lifted by the Corporation of the Town of Aurora once the following plans have been approved and implemented to the satisfaction of the LSRCA and the municipality:

- i. A detailed cut/fill and floodplain analysis demonstrating no increase in upstream or downstream flooding or erosion;
- ii. A detailed, phased removal plan for the on-line control structure within Tannery Creek; and
- iii. A natural channel design and restoration plan for the altered watercourse, upstream and downstream of the removed on-line control structure within Tannery Creek.”

148. That the Owner shall agree in the Subdivision Agreement to implement a Landscaping Plan for Block 189 to be prepared and approved in conjunction with the restoration of the watercourse corridor to the satisfaction of the Town and the LSRCA.

149. That the Owner shall agree in the Subdivision Agreement to dedicate and transfer the environmentally significant areas located in Blocks 181 to 190 to a public authority (e.g. municipality).

150. That the Owner shall agree in the Subdivision Agreement to adequately demarcate Blocks 181 to 190 by means such as fencing (e.g. cedar rail, living wall) and/or signage from the existing and proposed residential development.
151. That the Owner shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and requirements contained within the plans and reports as approved by the LSRCA.
152. That the Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA.
153. That the Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plans, and Erosion and Sediment Control Plans prior to any site alteration or grading.
154. That the Owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a maximum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
155. That the Owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.

Central York Fire Services Conditions

156. A schedule of Firebreak lots/blocks shall be submitted to Central York Fire Services for approval prior to construction of buildings. Builders/developers will not make application for building permits for designated firebreak lots/blocks without written release of firebreak designation from Central York Fire Services.
157. Water supply for firefighting, including hydrants must be installed and operational prior to construction of buildings.
158. All roads must be complete to a minimum base coat and be able to support emergency vehicles with site access acceptable to Central York Fire Services prior to any building construction.
159. A minimum of temporary street signage must be in place to assist emergency responses prior to construction of buildings.

Canada Post Conditions

160. The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
161. The Owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Aurora.
162. The Owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; further, advise any affected homeowners of any established easements granted to Canada Post.
163. The Owner/developer agrees to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
 - An appropriately sized sidewalk section (concrete pad), as per Canada Post specifications to place the Community Mailboxes on.
 - Any required walkway across the boulevard, as per municipal standards
 - Any required curb depressions for wheelchair access
 - The owner/developer will confirm to Canada Post that the final secured locations of the Community Mailbox sites will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
164. The Owner/developer further agrees to determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to be "fit up" prior to first occupancy. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent CMB site locations. This is will enable Canada Post to provide mail service to new residences as soon as homes are occupied.

Clearances

165. Final approval for registration may be issued in phases to the satisfaction of the Town subject to all applicable fees provided that:
 - a) Phasing is proposed in an orderly progression of services; and
 - b) All government agencies agree to registration by phases and provide clearances, as required in Conditions 165 to 175 inclusive, for each phase proposed for registration; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
166. The Town's Planning & Building Services: Planning Division shall advise that Conditions 1 to 11, 42, and 93 to 98 inclusive, have been satisfied, stating briefly how each condition has been met.
167. The Town's Infrastructure and Environmental Services Department shall advise that Conditions 16 to 57, 67, 95, 97 inclusive have been satisfied, stating briefly how each condition has been met.
168. The Town's Parks & Recreation Services Department shall advise that Conditions 15, 18, 23, 58 to 92 inclusive have been satisfied, stating briefly how each condition has been met.
169. The Town's Planning & Building Services: Building Division shall advise that Conditions 18, 29, 42, 51, 93 to 100 inclusive have been satisfied, stating briefly how each condition has been met.
170. The Town's Legal Services Department shall advise that Conditions 12 to 15 inclusive have been satisfied, stating briefly how each condition has been met.
171. The Ministry of Tourism, Culture and Sport shall advise that Condition 98 has been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
172. York Region shall advise that Conditions 18, 101 to 128 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
173. The Lake Simcoe Region Conservation Authority shall advise that Conditions 35, 54, 64, 66, 129 to 155 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

174. Central York Fire Services shall advise that Conditions 29, 156 to 159 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

175. Canada Post shall advise that Conditions 160 to 164 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.