

SCHEDULE "C"

To the Subdivision Agreement dated August 19, 2014

ORIGINAL DRAFT PLAN CONDITIONS

The original draft plan conditions described as "Revised Schedule 1" dated November 20, 2003 and "Supplementary Schedule 1" dated December 11, 2007 appear in this schedule. The Owner acknowledges that certain draft conditions are considered outdated and now appear within the Part 1 - General Conditions of the Agreement. The Owner also agrees that the draft conditions may have also been modified accordingly and distributed within the "Specific Requirement Sections 1.50, 2.13, 3.08, 4.09, and 5.13" of this Agreement.

REVISED SCHEDULE 1

As authorised by By-law No. R95-041, I, Tim McCabe, hereby approve draft plan of subdivision, "The Crossings", J. Beume Real Estate Ltd., owner, for lands located in the City of Hamilton (Glanbrook), under File No. 25T200303, be subject to the following conditions;

- 1) That this approval apply to "The Crossings", dated July 18, 2003, prepared by Urbex Engineering Limited, redline revised, showing a total of two hundred and thirty-two (232) dwelling units including: seventy-eight (78) lots for single detached dwellings (Lots 1 to 78), four (4) blocks for future single detached dwellings to be developed with "Redhill Summit Estates - East" (Blocks 79 to 82), fifteen (15) blocks for eighty-eight (88) street townhouse units (Blocks 83 to 97), one (1) block multiple dwellings (Block 98), one (1) block for commercial development (Block 99), one (1) block for a public elementary school (Block 100), one (1) block for a neighbourhood park (Block 104), one (1) block for a walkway (Block 101), three (3) blocks for road widenings (Blocks 102, 103 and 105), and seven (7) blocks for 0.3 metre reserves (Blocks 106 to 112). Streets "A" to "G" will be dedicated to the City as public roadways

Development Department

- 1) That all road allowances, daylight triangles, public walkways and road widenings be dedicated by certificate as public highways on the final plan.
- 2) That the owner agrees to deed, free and clear to the appropriate authority, all easements or blocks required for utility purposes.
- 3) That, if required by the City of Hamilton, the owner/subdivider shall transfer to the City of Hamilton any easement over the subdivider's draft approved lands need for water or sewer services, or both, which easements will permit development to occur on adjacent property in accordance with the criteria approved by Council. Such easements are to be conveyed upon registration of the final plan of subdivision for any phase of that draft approved land.
- 4) That the owner agrees to provide a Geodetic Benchmark in a location to the satisfaction of the City of Hamilton.
- 5) That the owner agrees to convey lands to the City of Hamilton for the purposes of a Storm Water Management (SWM) facility.
- 6) That the owner agrees that any dead-ends and open sides of road allowance created by this draft plan of subdivision shall be terminated in 0.3m reserves and conveyed to the City of Hamilton.

- 7) That the owner shall prepare a plan showing the design and location of siltation and erosion control devices in accordance with the "Keeping Soils On Construction Sites" manual and to the satisfaction of the Manager of Development Engineering.
- 8) That the owner shall submit a detailed Storm Water Management report. Sufficient back-up information will be required to verify that the proposed location of the SWM facility will accommodate the proposed facility designed in accordance with current/ applicable Storm Water Management Guidelines to the satisfaction of the Manager of Development Engineering and all other appropriate agencies.
- 9) That the owner agrees that the Storm Water Management report mentioned in the foregoing condition shall detail cost sharing to all benefiting lands to the satisfaction of the Manager of Development Engineering. The owner further agrees that the implementation of the cost recovery of benefiting owners' apportionment shall occur as the contributing lands develop.
- 10) That the Storm Water Management report shall include "Best Management Practices" to be implemented in the development.
- 11) That the Storm Water Management report shall determine what impacts runoff from the site will have on the downstream water course and provide recommendations for any necessary mitigative measures.
- 12) That the owner agrees to provide sufficient securities to the City of Hamilton to remove any interim works incorporated into the design of a temporary storm water management facility.
- 13) That all temporary turnarounds be signed in accordance with the City's policy indicating that the street shall be extended in conjunction with future development.
- 14) That the owner provide a temporary vehicular turnaround, if necessary, to the satisfaction of the General Manager, or designate, of the Planning and Development Department.
- 15) That the owner agrees to construct all works which may be considered temporary to facilitate the development of the subject property, as required by the Manager of Development Engineering. These may include, but not be limited to, emergency access, temporary turn around, or outfalls.
- 16) That the owner agrees not to dispose or stockpile any waste or surplus fill material except in a manner and in a location approved by the City of Hamilton.
- 17) That the owner submit, to the satisfaction of the Manager of Development Engineering, a detailed servicing report, which shall address the provision of sanitary sewers, storm sewers and watermains to service the proposed development.

- 18) That any proposed storm water management facility be designed according to the City's storm water management guidelines and requirements, including walkways, to the satisfaction of the Manager of Development Engineering, prior to registration of the plan.
- 19) That the final plan of subdivision not be registered until adequate sanitary sewer outlets and storm sewer outlets (including storm water management ponds) have been constructed and are available for connection at the limits of the subdivision or, alternatively, the Owner agrees, in writing, to provide at its own expense adequate sanitary sewer outlets including the removal of any existing undersized downstream sanitary sewer, replacement with adequate larger size sanitary sewer as determined by the City's Public Works Department, complete with restoration of the existing roads and easements to the satisfaction of the Manager of Development Engineering and storm sewer outlets including storm water management ponds.
- 20) That the final plan of subdivision not be registered until a new sanitary sewer pumping station to service the proposed area has been completed, to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis to the City for any alternative provisions for sanitary sewage outlet on an interim basis, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering.
- 21) That the final plan of subdivision not be registered until a new water booster station to service the proposed area has been completed, to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis to the City for any alternative provisions to provide adequate water pressure to satisfy normal and fire flow demands, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering.
- 22) That the final plan of subdivision not be registered until the capacity of the Highland Road water reservoir (H-7) has been expanded (or a new reservoir has been constructed) and in full operation to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis, which satisfies the City that there is adequate water storage capacity to satisfy normal and fire flow demands, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering.
- 23) That the Owner agrees in writing to construct adequate temporary storm water management and siltation control measures during all phases of construction and implement a process for monitoring, inspection and maintenance of said measures.

- 24) That the Owner acknowledges that a new sanitary sewer pumping station, portions of the sanitary sewer force main, a new water boosting station, and the permanent stormwater management facility as approved by the Master Servicing and Drainage Plan prepared by A. J. Clarke and Associates, are located on adjoining lands. The owner shall make arrangements for the design, construction, and conveyance of lands needed for these facilities to the satisfaction of the City's Manager of Development Engineering.
- 25) That the owner agrees that registration of the first phase of the draft approved plan shall be restricted to a maximum of 75 units, consisting of Blocks 91, 95, 96, 97, 98 and Street "A". The City shall permit separate engineering drawing approvals and the posting of securities as corresponding to each stage of development. Registration of subsequent phases will not be permitted until Condition (xxxix) has been satisfied to the satisfaction of the Director of Development.
- 26) That the owner agrees in writing to transfer to the City, any easements over the subdivider's draft approved lands, upon registration of the final plan of subdivision needed for temporary stormwater management pond(s) to the satisfaction of the Manager of Development Engineering.
- 27) That the Owner agrees in writing to install 1.5 metre high black vinyl-coated chain link fencing along the rear and side yard of any lot or block created by registration of the draft approved plan which rear or side yard abuts City parklands, school lands or public walkways.
- 28) That the Owner pay all outstanding servicing costs to the City for existing sewers and water mains in the roads adjacent to and abutting on the proposed plan prior to registration of the draft approved plan.
- 29) That the Owner agree in writing to pay their share of the construction of the future sewers on Rymal Road adjacent to the subject lands to the satisfaction of the Manager of Development Engineering.
- 30) That the Owner agree in writing to fulfil all financial obligations under the City's Financial Policies applicable at the time of registration, including the cost of urbanization of Rymal Road East adjacent to the subject lands, according to the Development Charges policy applicable at the time of registration.
- 31) That the Owner submit a plan to the satisfaction of the Manager of Development Engineering, prepared by a qualified professional engineer in accordance with the "Keeping Soils on Construction Sites" manual, showing the design and location of siltation and erosion control devices on the lands to be developed.
- 32) That the Owner agrees in writing to provide adequate water main looping (temporary or permanent), to the satisfaction of the Manager of Development Engineering.

- 33) That the Owner establishes the road allowance for the collector roads, namely the extension of Second Road West shown as Street "A" on the plan and the mid block collector shown as Street "B" on the plan, at a width of twenty-six (26) metres on the final plan of subdivision, and may be required to be widened to accommodate traffic calming mechanisms, streetscape features or bicycle paths.
- 34) That the Owner establishes the road allowance for proposed local streets in the plan, namely Streets "C", "D", "E", "F" and "G" at a minimum width of eighteen (18) metres on the final plan of subdivision.
- 35) That the Owner provides a cross-section for an 18 metre right of way to the satisfaction of the Manager of Development Engineering and the utilities.
- 36) That the Owner dedicate by Certificate on the final plan of subdivision sufficient land to the City of Hamilton as public highway to establish the property line 18.29 metres from the centreline of the original Rymal Road road allowance and that these lands be shown as separate blocks on the final plan of subdivision.
- 37) That the Owner agrees in writing to include a "Notice of Prospective Purchasers" in all agreements of purchase and sale for the lots and blocks within the draft approved plan advising of a future H.S.R. bus route to service these lands.
- 38) That the Owner dedicate additional road allowance widenings, if required, to ensure the safe manoeuvring of H.S.R. buses through the development, including any traffic circles or other traffic calming initiatives, to the satisfaction of the Manager of Development Engineering.
- 39) That the Owner indicates all driveway locations on the approved engineering drawings for all lots located at intersections and on the outside radius of the internal streets, to the satisfaction of the Manager of Development Engineering.
- 40) That the Owner establish 10 metre by 10 metre daylight triangles at the intersection of the extension of Second Road West (Street "A") and the widened limits of Rymal Road and the intersection of the extension of Second Road West (Street "A") and the mid block collector (Street "B").
- 41) That the Owner establishes 5 metre by 5 metre daylight triangles at all internal intersections.
- 42) That the channelization at the intersections of Street "A" and Rymal Road East and Street "A" and Street "B" be to the satisfaction of the Manager of Development Engineering.
- 43) That prior to the issuance of Building Permits for the residential development from Street "B" southerly, the Owner agrees to provide adequate secondary emergency access, to the satisfaction of the Manager of Development Engineering.

- 44) That the Owner agrees, in writing, to provide a temporary turn-around with signage and convey sufficient easements and 0.3 metre reserves to the City, by deed, over the Owner's lands, to current Development Engineering Guidelines, to the satisfaction of the Manager of Development Engineering.
- 45) That any phasing of the development of the subject lands be subject to the satisfaction of the Manager of Development Engineering to ensure adequate servicing needs are met.
- 46) That the owner ensures that the proposed extension of Street "A" aligns centre line to centre line with the existing Second Road West on the north side of Rymal Road East.
- 47) That the owner ensures that Street "B" on the plan aligns centre line to centre with the proposed extensions east and west of the subject lands.
- 48) That the owner ensures that all the local streets shown on the plan align centre line to centre line with their proposed extensions into the adjacent lands.
- 49) That the owner installs a dead-end barricade to the satisfaction of the Manager of Development at the southern limits of Street "D".
- 50) That access to Blocks 95, 96, 97 and 98 be permitted only on Street "A" through a common access and that access to Block 99 be permitted only on Street "A".
- 51) That the owner agrees in writing to construct sidewalks as follows: along both sides of Street "A" from Rymal Road to the southerly limits of the plan; along both sides of the entire length of Street "B"; along one side of the entire length of Street "C" to coincide with "The Brooks @ Rymal/20" draft plan; and along one side of the entire lengths of Streets "E" and "F" to coincide with the "Red Hill Summit Estates - East" draft plan. The City will not require sidewalks on Street/Court "D". Further, that the owner shall include a notice in all Purchase and Sale Agreements advising future home owners of these sidewalk requirements.
- 52) That the owner prepare and submit, to the satisfaction of the Manager of Development Planning, Planning and Development Department, a municipal house numbering plan.
- 53) That the owner agrees to select a street name from the City of Hamilton Reserved Street Name Index and/or submit street names to the satisfaction of the City of Hamilton.
- 54) That the owner agrees to erect a sign in accordance with the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
- 55) That the final plan conforms to the Zoning By-law approved under the Planning Act.

- 56) That the owner agrees to provide the City of Hamilton with a certified list showing the net lot area and width of each lot and block and the gross area of the subdivision in the final plan.
- 57) That the owner shall carryout an archaeological assessment of the entire development property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No demolition, grading or soil disturbances shall take place on the subject property prior to the approval of the Planning and Development Department and the Ministry of Citizenship, Culture and Recreation confirming that all archaeological resource concerns have met licensing and resource conservation requirements.
- 58) That the owner agrees to submit a Tree Preservation Study and Plan prepared by a certified arborist or landscape architect at the owner's expense and to the satisfaction of the City of Hamilton.
- 59) That a streetscape plan be prepared and implemented to the satisfaction of the Director of Development, Planning and Development Department.
- 60) That the Owner agrees to provide and implement, at the Owner's expense, a Streetscape Plan detailing enhanced boulevard landscaping treatment, fencing and street lighting for the required streets, prepared by a full member of the Ontario Association of Landscape Architects (OALA) and to the satisfaction of the Director, Design and Construction, Community Services Department.
- 61) The Owner agrees to provide and implement, at the Owner's expense, a Street Tree Planting Plan for boulevard trees along the required streets and lands, as prepared by a certified Arborist or Landscape Architect (OALA) and to the satisfaction of the of the Director, Design and Construction, Community Services Department.
- 62) That any phasing of the development of the subject lands be to the satisfaction of the Director of Development, Planning and Development Department.
- 63) That prior to registration of any phase of the proposed subdivision, the owner shall pay the required commutation amount of Local Improvement Charges to the Finance and Corporate Services Department.
- 64) That the owner agrees, in writing, to satisfy all requirements, financial and otherwise, of the City of Hamilton prior to development of any portion of these lands.
- 65) The owner agrees to enter into a Subdivision Agreement or Agreements with the City of Hamilton.

- 66) That the owner agrees, in writing, to satisfy all requirements, financial and otherwise of the City of Hamilton, by entering into a Subdivision Agreement with the City of Hamilton prior to registration of any portion of the subject lands.
- 67) That the Owner agrees and acknowledges that additional dwelling units beyond seventy-five (75), may only be registered at such time as either:
- A. The following matters have been completed to the satisfaction of the Director of Operations and Maintenance:
- (1.1) Environmental Assessment studies have been completed and approved;
 - (1.2) The method of financing to undertake the required road improvements have been identified including provisions for changes to the applicable Development Charges By-law; and,
 - (1.3) The required road improvements have been included in the Capital Budget and/or Forecast where applicable, or financed through other mechanisms;
- for one or more of the following road improvements:
- (2.1) Construction of the Red Hill Creek Expressway with four (4) lanes plus an additional upbound truck lane;
 - (2.2) The widening of Rymal Road to four (4) lanes plus turn lanes;
 - (2.3) The extension of Trinity Church Road to the Lincoln Alexander Parkway; and,
 - (2.4) The construction of a new signalized collector road intersection with Regional Road 56 and the widening of Regional Road 56 to four (4) lanes from Rymal Road to the new collector road intersection; or,
- B. The submission and approval of a traffic impact study to address the need for and timing of any other required road improvements to improve transportation capacity south of and/or crossing the escarpment to accommodate such additional dwelling units, and compliance with the matters set out in (A)(1.1 to 1.3) in respect of such improvements, to the satisfaction of the Director of Roads and Traffic.

- 68) That the Owner agrees to undertake a detailed built heritage and cultural heritage assessment, to the satisfaction of the City of Hamilton, Manager of Heritage and Urban Design, prior to final approval.
- 69) That the Owner agrees that Blocks 79 to 82, inclusive, shall only be developed in conjunction with adjacent lands.
- 70) That the Owner agrees to investigate the noise levels on the site from traffic on Rymal Road East and determine the noise control measures that are satisfactory to the City of Hamilton in meeting the Ministry of the Environment's recommended sound level limits, prior to final approval. The Owner agrees to submit to the City of Hamilton, an acoustical report prepared by a qualified Professional Engineer, containing the recommended control measures.
- 71) That the Owner agrees to submit detailed site and landscaping designs for a neighbourhood gateway feature at the intersection of Second Road West Extension and Rymal Road, to the satisfaction of the Director of Development.
- 72) That the Owner agrees to submit a Streetscape Plan to the Supervisor of Planning for the Hamilton Street Railway to comment on bus stop locations and customer amenities.
- 73) That the Owner agrees that should Block 100 be developed for residential purposes, then Block 100 shall only be developed by plan of subdivision.
- 74) That the Owner agrees and acknowledges that Council for the City of Hamilton will update the Municipal Development Charges By-law to include all growth-related infrastructure and service improvements required to service development within the Rymal Road Secondary Plan Area.

Public Works (formerly Community Services)

- 75) That the Owner agrees to convey Block 104, as proposed, to the City of Hamilton, as provided for under Section 51 of the Planning Act, in fulfilment of the parkland dedication requirement.
- 76) That the Owner agrees to grade, seed and provide service connections to the park Block to the satisfaction of the City.
- 77) That the Owner agrees to preserve and protect all trees within the Subdivision Plan in accordance with good arborist practices except for those trees that the City has permitted to be removed, and no trees shall be removed without such permission.
- 78) That the Owner agrees to keep all trees trimmed in accordance with good forestry practices until the City assumes the Subdivision Plan. Similarly, all trees identified for removal in the Tree Preservation Study and Plan, within the Subdivision Plan, shall be removed by the Owner, at the Owner's expense.

- 79) That the Owner agrees that all trees required to be preserved shall be protected during construction on the lands on the Subdivision Plan, to the satisfaction of the City, including the area required for the stockpiling of excess earth within the Subdivision Plan.
- 80) That the Owner agrees that undeveloped blocks within the Subdivision Plan, which have been disturbed from their natural state or are difficult to maintain in a controlled state, shall be graded, seeded and maintained by the Owner until construction commences thereon.
- 81) That the Owner agrees to implement the proposed stormwater management pond adjacent to the Owner's lands. Prior to the development of this naturalized storm drainage facility, a Landscape Plan shall be prepared by a full member, in good standing, of the Ontario Association of Landscape Architects (OALA) and to the satisfaction of the City. The Owner agrees to implement same in accordance with the approved plans and pay all associated costs to the satisfaction of the City. In addition, the Owner agrees to provide and pay for security features, such as chainlink fencing, as required, adjacent to other land uses.
- 82) That the Owner agrees to implement, at the Owner's own cost, and to the satisfaction of the City, a multi-use pathway trail system as prepared by a full member, in good standing, of the Ontario Association of Landscape Architects (OALA). The trail system will be developed both off and on road along the proposed residential streets, stormwater management ponds, school and park block. In conjunction with the trail system, the Owner agrees to provide pedestrian easements for user access and to accommodate City emergency and service vehicles. The width of the pedestrian trails shall be a minimum of 4.5m with a maximum slope of 8.0%. The Owner agrees to provide, at the Owner's expense, hardsurfaced treatment, pathway lighting, 1.5m high chainlink fence and removable bollards, all to the satisfaction of the City.

Roads and Traffic

- 83) That prior to registration of the plan, the Owner shall submit detailed engineering drawings that demonstrate that the required traffic circle design at Street 'A' and Street 'B' will accommodate all road users and provide the necessary road allowance areas for utilities and any proposed streetscape treatment. As outlined in the Rymal Road Secondary Plan Streetscape Manual, a traffic circle is to be constructed at the intersection of Street 'A' and east-west collector road Street 'B' at the sole expense of the Owner.
- 84) That prior to registration of the plan, the Owner shall provide detailed engineering drawings showing traffic calming initiatives on the collector road system to the satisfaction of the Manager of Traffic Engineering and Operations. The approved traffic calming initiatives shall be implemented at the sole expense of the Owner.

- 85) That the owner agrees to construct intersection turning lane improvements on Rymal Road at Second Road West (westbound left turn lane and eastbound right turn lane) as recommended in Figure 6 of the original "Transportation Review – Rymal Road Planning Area" prepared by the BA Group Transportation Consultants, February 2001, concurrent with the construction of the intersection of Street 'A' at Rymal Road.
- 86) That prior to registration of the plan, the owner shall submit detailed engineering drawings that illustrate where driveways will be situated at the following lots: 7-11, 21-32, 64-69.
- 87) That prior to the registration of this plan, the Owner agrees that special development charges levy for the improvements in the overall transportation network (eg. Pavement widenings, road construction, traffic signal installations on Rymal Road) shall be reviewed and approved in accordance with the direction of the Rymal Road Secondary Plan, if required.
- 88) That the Owner agrees that Streets 'B, C, E and F' must align centerline to centerline with the street connections on the adjacent plans of subdivision.
- 89) That the Owner agrees that a Minor Gateway Feature is to be included at the intersection of Rymal Road and Street 'A', in accordance with the Rymal Road Secondary Plan Streetscape Manual.
- 90) That the Owner agrees that access to Commercial Block 99, as illustrated, will not be permitted from Rymal Road.
- 91) That the Owner agrees that direct access to Blocks 95-97 must be from Street 'A' and one mutual access to Rymal Road, not direct access for each unit. An extension of the westbound left turn lane required at Second Road West would be required for these Blocks should one access to Rymal Road be proposed.

Social and Public Health Services

- 92) That any existing or proposed development(s) constructed on the above described draft plan are properly connected to municipal sewers and water supply.
- 93) That any existing septic tank be pumped out by a licensed contractor and refilled with suitable material to prevent it from collapsing.
- 94) That any existing abandoned water wells are plugged in accordance with Environment Ontario's Facts Sheet entitled: "Water Wells and Groundwater Supplies Recommended Methods for Plugging Water Wells".

Bell Canada

- 95) That the owner be required to enter into an Agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by

the municipality, and if no such conditions are imposed, the owner shall advise the municipality of the agreement made for such servicing.

- 96) That the owner shall agree in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. If there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation;

Canada Post

- 97) That the owner agrees to provide Canada Post facilities, as required by Canada Post Corporation, and to locate these facilities to the satisfaction of the City of Hamilton and Canada Post. The facilities are to be installed as part of the installation of Public Works.

Hamilton-Wentworth District School Board

- 98) That the owners, at their expense, place adequate signage on site based on Hamilton-Wentworth District School Board specifications advising that students from this development are likely to be redirected to schools outside of the area with available capacity and that students may be transported as governed by the Board's Transportation Policy.
- 99) That the Subdivision/Condominium Agreement include a Notice to purchasers advising that students are likely to be redirected to schools outside of the area with available capacity as governed by the Board's Transportation Policy.
- 100) That any rental or lease agreement required for occupancy include in all agreements to renters or leasers, a clause advising that students from this development are likely to be redirected to schools outside of the area with available capacity.

Niagara Peninsula Conservation Authority

- 101) That detailed lot grading and drainage plans, noting both existing and proposed grades, and the means whereby major system flows will be accommodated across the site, be submitted to the Conservation Authority for review and approval.
- 102) That detailed sedimentation and erosion control, detailing controls to be implemented both during and after construction, be submitted to the Conservation Authority for review and approval.
- 103) That the detailed design of the stormwater quality and quantity management facilities be submitted to the Conservation Authority for their review and approval.

- 104) That the owner agrees in the executed Subdivision Agreement to:

a) implement conditions 101) to 103) above.

105) That the Owner/applicant apply for and receive any approvals and permits required by Fisheries and Oceans Canada (DFO), the Ministry of Natural Resources (MNR) and the Niagara Peninsula Conservation Authority (NPCA).

TransCanada PipeLines Ltd.

106) That any grading that will affect drainage on TransCanada's right-of-way, regardless of whether or not the grading is conducted on the right-of-way, must receive TransCanada's prior written approval. Grading activities on the right-of-way will be permitted only when a TransCanada representative is present to inspect and supervise them.

107) That should any blasting be required at the site, a report on the methods and charges to be used must be prepared at the owners sole cost and expense by a qualified blasting Engineer and submitted for TransCanada's written approval prior to the commencement of blasting operations on the site.

108) That TransCanada Pipelines is regulated by the National Energy Board Act. Section 112 of this Act requires that anyone excavating with power-operated equipment or explosives within thirty (30) metres of the pipeline must obtain leave from the National Energy Board before starting any work. To satisfy this National Energy Board condition, TransCanada's Regional Office must be notified at 1-800-827-5094 three (3) business days before the start of any excavation using power-operated equipment and seven (7) business days before the use of explosives within thirty (30) metres of the pipeline.

109) That a construction schedule and any changes to this schedule should be submitted to TransCanada's Right-of-Way Department in Calgary before the start of any construction activities within thirty (30) metres of the pipelines.

110) That three (3) copies of any registered plans for this subdivision and a registered copy of the Subdivision Agreement should be sent to TransCanada's Land Department in Calgary.

Hydro One Networks Inc.

111) That prior to final approval, a copy of the lot grading and drainage plan, showing existing and proposed grades, must be submitted to Hydro One for review and approval. Drainage must be controlled and directed away from Hydro One property.

112) That temporary fencing be installed along the edge of the Hydro One right-of-way prior to the start of construction at the developer's expense.

- 113) That permanent fencing be installed after construction is completed along Hydro One owned lands at the developer's expense.
- 114) That Hydro One property not be used without the express written permission of Hydro One Network's Inc. During construction there will be no storage of materials or mounding of earth or other debris on the right-of-way. The proponent will be responsible for restoration of any damage to the right-of-way resulting from construction of the subdivision.
- 115) That the costs of any relocations or revisions to Hydro One facilities, which are necessary to accommodate this subdivision, will be borne by the developer.

Director of Development & Real Estate

116) That prior to the signing of the final plan, the Director of Development & Real Estate be advised by:

- a) The Development Department that conditions (2) to (74) inclusive;
- b) The Public Works that conditions (75) to (91) inclusive;
- c) Social And Public Health Services that conditions (92) to (94) inclusive;
- d) Bell Canada that conditions (95) and (96) ;
- e) Canada Post Corporation that condition (97);
- f) Hamilton-Wentworth District School Board that conditions (98) to (100) inclusive;
- g) Niagara Peninsula Conservation Authority that conditions (101) to (105) inclusive;
- h) TransCanada PipeLines Limited that conditions (106) to (110) inclusive;
- i) Hydro One Networks Inc. that conditions (111) to (115) inclusive; and

has/have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.

NOTE: Pursuant to Section 51(32) of the Planning Act, draft approval shall lapse if the plan is not given final approval within 3 years. However, extensions will be considered if a written request is received before the draft approval lapses.

Signed:

Date: November 20, 2003

Tim McCabe, MCIP, RPP
Director, Development and Real Estate

SUPPLEMENTARY SCHEDULE 1

Pursuant to Section 51(33) of The Planning Act, R.S.O. 1990, as amended, and as authorised by By-law R95-041, I, Paul Mallard, hereby grant an extension to the draft plan approval for "The Crossing" Subdivision, in the City of Hamilton (Glanbrook District) under file number 25T200303, and hereby change certain conditions and add conditions as follows:

- (i) That this approval shall be for a one-year period expiring on 2008 December 11 unless a further extension is granted by the approval authority.
- (ii) Deleting the following existing conditions (25), (26), (32) and (36) without replacement as they are no longer applicable.
- (iii) Deleting the following existing conditions (5), (8), (20), (21), (28), (31), (40), (41) and (50) and replacing them with the following revised conditions:
 - (5) That the owner agree in writing to make a cash payment to the City in-lieu of providing Horizontal and Vertical Control Survey Monumentation.
 - (8) That the owner shall prepare a plan showing the design and location of siltation and erosion control devices in accordance with the "Erosion and Sediment Control Guidelines for Urban Construction December 2006" manual and to the satisfaction of the Manager of Engineering Design and Construction.
 - (20) That the final plan of subdivision not be registered until adequate storm sewer outlets (including stormwater management ponds) have been constructed and are available for connection at the limits of the subdivision to the satisfaction of the Manager of Engineering Design and Construction.
 - (21) That the final plan of subdivision not be registered until the New Centennial Sanitary Trunk Sewer System has been constructed in accordance with the City Wide Water Wastewater Master Plan and the required outlet is available or alternatively the Owner agrees, in writing, to provide at their own expense an adequate temporary sanitary sewer outlet including the removal of any existing undersized downstream sanitary sewer, replacement with adequate larger size sanitary sewer as determined by the City complete with restoration of the existing roads and easements to the satisfaction of the Manager of Engineering Design and Construction.

Schedule 1 of 2007 December 11

25T200303 The Crossings

- (28) That the owner agrees in writing to install 1.5 metre high galvanized chain link fencing along the rear and side yard of any lot or block created by registration for the draft approved plan which rear or side yard abuts City parklands, school lands or public walkways.
 - (31) That the Owner pay their proportionate share for the future urbanization of Rymal Road East adjacent to Blocks 95, 96, 97, 99 and 103 based on the City's "New Roads Servicing Rate" in effect at the time of payment.
 - (40) That the owner indicates all driveway locations on the engineering drawings for all lots to the satisfaction of the Manager of Engineering Design and Construction.
 - (41) That the Owner establish 12 metre x 12 metre daylight triangles at the intersection of the extension of Second Road West (Street "A") and the widened limits of Rymal Road East, and the intersection of the extension of Second Road West (Street "A") and the mid block collector (Street "B").
 - (50) That the owner installs dead-end barricades to the satisfaction of the Manager of Engineering Design and Construction at the south limit of Street "A", the east and west limits of Street "B", the east limit of Street "C", the west limit of Street "E", and the west and/or east limit (as applicable) of Street "F".
- (iv) Add the following new conditions:
- (119) That the owner agrees that the final plan of subdivision shall not be registered until an adequate sanitary sewer outlet has been provided to the limit of the draft plan of subdivision.
 - (120) That the owner agrees that all lots and blocks shall be developed with full municipal services.
 - (121) That the owner agrees that all roads shall be designed to current geometric design standards of the City of Hamilton.
 - (122) That the owner agrees to have prepared by a qualified consulting engineer and submitted to the City of Hamilton, a detailed engineering design submission to be approved by the Manager of Engineering Design and Construction prior to the preparation of the Subdivision Agreement.
 - (123) That the owner agrees that all dead or diseased trees shall be removed from the road allowances and that the removal and replacement of street trees, as required by the reconstruction of the roads, will be at the sole expense of the owner.

Schedule 1 of 2007 December 11

25T200303 The Crossings

- (124) That the owner agrees to provide street lighting throughout the subdivision to the limits of the subdivision, to the satisfaction of the Manager of Engineering Design and Construction.
- (125) That the owner shall prepare a Groundwater Study which shall assess the impact that the proposed development would have on the water supply and the sewage disposal systems on the adjacent properties. Pending the outcome of the Study, the owner shall propose appropriate mitigative measures to address the concerns to the satisfaction of the Manager of Engineering Design and Construction.
- (126) That the owner shall transfer to the City of Hamilton any easement over the subdivider's draft approved lands needed for municipal water or sewer services, or both, which easements will permit development to occur on adjacent property. Such easements are to be conveyed upon registration of the final plan of subdivision for any phase of that draft approved plan in accordance with the Council approved criteria.
- (127) That the Owner provides the City with a geotechnical report prepared by a qualified professional engineer prior to final engineering design.
- (128) The Owner agree in writing that in the event groundwater is encountered during any construction within the subdivision, including but not limited to house construction, the owner will submit a Hydrogeological report to the City, prepared by a qualified professional, to assess impacts, to identify any significant recharge and discharge zone, to provide recommendations to mitigate the groundwater impacts and to undertake the works as recommended including monitoring, all to the satisfaction of the Manager of Engineering Design and Construction.
- (129) That the final plan of subdivision not be registered without the proper detailed engineering design approved and appropriate securities in place to the satisfaction of the Manager of Engineering Design and Construction.

Signed: _____ Date: 2007 December 11
Paul Maillard, MCIP, RPP
Director of Planning

REVISED SCHEDULE 1
(March 5, 2020)

Pursuant to Section 51(33) of the Planning Act, R.S.O. 1990, as amended, and as authorised by City of Hamilton By-law No. 07-323, I, Tony Sergi, hereby revise draft plan approval for "The Crossings", A.Desantis Developments Ltd., (owner) Subdivision in the City of Hamilton under file number 25T-200303, subject to the following:

- (i) That Conditions 35) 40) and 52) be deleted and replace with the following conditions:
- 35) That the Owner establishes the road allowance for the proposed local streets in the plan as follows: Street "C" at a minimum width of twenty (20) metres; Streets "D", "E", and "F" at a minimum width of eighteen (18) metres on the final plan of subdivision to the satisfaction of the Senior Director, Growth Management.
- 40) That, prior to servicing, the Owner indicates all driveway locations on the engineering drawings for all lots and that no driveway shall be within a daylight triangle and further that the driveways for the following lots be established as follows: Lots 1, 40, 41 , 55, 58, 59, and 72 on the east side of the lot; Lots 32, 33, 48, 49, 56, 61, and 75 on the west side of the lot; Lots 15 and 78 on the south side of the lot; Lot 16 on the north side of the lot, to the satisfaction of the Senior Director, Growth Management.
- 52) That the Owner agrees in writing to construct sidewalks as follows: along both sides of Street "A" from Rymal Road to the southerly limits of the plan; along both sides of the entire length of Street "B"; along both sides of the entire length of Street "C"; along one side of the entire length of Street D; and along one side of the entire length of Streets "E" and "F" to coincide with the "Red Hill Summit Estates – East" draft plan. Further, that the Owner shall include notice in all Purchase and Sales Agreements advising future home owners of these sidewalk requirements to the satisfaction of the Senior Director, Growth Management.

Signed: _____


Tony Sergi, P.Eng
Senior Director, Growth Management

Date: March 5, 2020

REVISED SCHEDULE 1
(December 13, 2017)

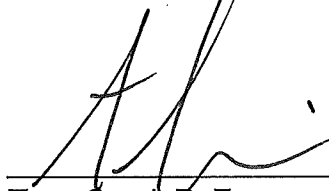
As authorized by By-law No. 07-323, I, Tony Sergi, hereby revise the draft plan approval for a subdivision known as "The Crossings", A. DeSantis Developments Ltd., owner, in the City of Hamilton under File No. 25T200303, as follows:

(i) That condition No. 131 be added as follows:

131) That, prior to registration of the final plan of subdivision, the owner/applicant agrees to include the following warning clause in all purchase and sale and/or lease agreements, and registered on title to the satisfaction of the Director of Planning and Chief Planner:

"Garages are intended for use as parking. It is the owner's responsibility to ensure that their parking needs can be met on their own property. On-street parking in this area is limited and cannot be guaranteed in perpetuity."

Signed:



Tony Sergi, P. Eng.
Senior Director, Growth Planning

Date: December 13, 2017

KEEP ON TOP!

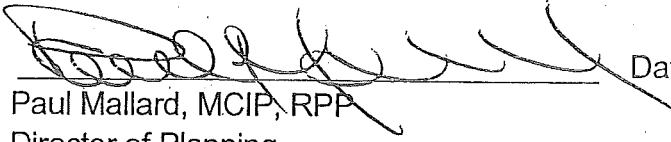
**SUPPLEMENTARY SCHEDULE 1
(REVISED)**

Pursuant to Section 51(33) of The Planning Act, R.S.O. 1990, as amended, and as authorised by By-law No. 07-323, I, Paul Mallard, hereby grant an extension to the draft plan approval for "The Crossings" Subdivision, in the City of Hamilton (Glanbrook) under file number 25T200303, subject to the following:

- (i) That this approval shall be for a one-year period expiring on 2010 December 11 unless a further extension is granted by the approval authority.
- (ii) Delete Condition No. 40 and replace it with the following:
- 40) That, prior to servicing, the Owner indicates all driveway locations on the engineering drawings for all lots and that no driveway shall be within a daylight triangle and further that the driveways for the following lots be established as follows: Lots 1, 40, 41, 49, 55, 58, 59 and 72 on the east side of the lot; Lots 32, 33, 48, 56, 61 and 75 on the west side of the lot; Lots 15 and 78 on the south side of the lot; and, Lot 16 on the north side of the lot, to the satisfaction of the Director of Development Engineering.
- (iii) Add the following new conditions:
- 130) That, prior to servicing, the Owner prepare an on-street parking plan for Streets "A", "B", "C", "D", "E", "F" and Court "D" based on the premise of achieving on-street parking for 40% of the total number of dwelling units to the satisfaction of the Director of Development Engineering.
- 131) That, prior to servicing, the Owner agrees to provide in writing, to the satisfaction of the Director of Development Engineering, a plan or procedure for dealing with issues concerning dust control and street cleaning (external roads included) throughout construction within the subdivision, including homes.

This document will also include, first point of contact, a schedule for regular cleaning of streets that is specific to the methods to be used, the source of water, and the contractor or agent to be used to undertake the works as well as the contractor/agent contact information so that the City can direct works be completed as necessary.

Signed:


Paul Mallard, MCIP, RPP
Director of Planning

Date: 2009 November 25

SUPPLEMENTARY SCHEDULE 1

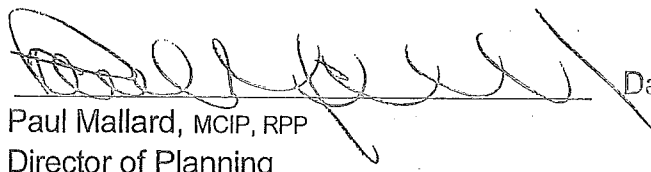
Pursuant to Section 51(33) of The Planning Act, R.S.O. 1990, as amended, and as authorised by By-law R95-041, I, Paul Mallard, hereby grant an extension to the draft plan approval for "The Crossing" Subdivision, in the City of Hamilton (Glanbrook District) under file number 25T200303, and hereby change certain conditions and add conditions as follows:

- (i) That this approval shall be for a one-year period expiring on 2008 December 11 unless a further extension is granted by the approval authority.
- (ii) Deleting the following existing conditions (25), (26), (32) and (36) without replacement as they are no longer applicable.
- (iii) Deleting the following existing conditions (5), (8), (20), (21), (28), (31), (40), (41) and (50) and replacing them with the following revised conditions:
 - (5) That the owner agree in writing to make a cash payment to the City in-lieu of providing Horizontal and Vertical Control Survey Monumentation.
 - (8) That the owner shall prepare a plan showing the design and location of siltation and erosion control devices in accordance with the "Erosion and Sediment Control Guidelines for Urban Construction December 2006" manual and to the satisfaction of the Manager of Engineering Design and Construction.
 - (20) That the final plan of subdivision not be registered until adequate storm sewer outlets (including stormwater management ponds) have been constructed and are available for connection at the limits of the subdivision to the satisfaction of the Manager of Engineering Design and Construction.
 - (21) That the final plan of subdivision not be registered until the New Centennial Sanitary Trunk Sewer System has been constructed in accordance with the City Wide Water Wastewater Master Plan and the required outlet is available or alternatively the Owner agrees, in writing, to provide at their own expense an adequate temporary sanitary sewer outlet including the removal of any existing undersized downstream sanitary sewer, replacement with adequate larger size sanitary sewer as determined by the City complete with restoration of the existing roads and easements to the satisfaction of the Manager of Engineering Design and Construction.

- (28) That the owner agrees in writing to install 1.5 metre high galvanized chain link fencing along the rear and side yard of any lot or block created by registration for the draft approved plan which rear or side yard abuts City parklands, school lands or public walkways.
- (31) That the Owner pay their proportionate share for the future urbanization of Rymal Road East adjacent to Blocks 95, 96, 97, 99 and 103 based on the City's "New Roads Servicing Rate" in effect at the time of payment.
- (40) That the owner indicates all driveway locations on the engineering drawings for all lots to the satisfaction of the Manager of Engineering Design and Construction. *Replaced w new, dated Nov 25/09*
- (41) That the Owner establish 12 metre x 12 metre daylight triangles at the intersection of the extension of Second Road West (Street "A") and the widened limits of Rymal Road East, and the intersection of the extension of Second Road West (Street "A") and the mid block collector (Street "B").
- (50) That the owner installs dead-end barricades to the satisfaction of the Manager of Engineering Design and Construction at the south limit of Street "A", the east and west limits of Street "B", the east limit of Street "C", the west limit of Street "E", and the west and/or east limit (as applicable) of Street "F".
- (iv) Add the following new conditions:
- (119) That the owner agrees that the final plan of subdivision shall not be registered until an adequate sanitary sewer outlet has been provided to the limit of the draft plan of subdivision.
- (120) That the owner agrees that all lots and blocks shall be developed with full municipal services.
- (121) That the owner agrees that all roads shall be designed to current geometric design standards of the City of Hamilton.
- (122) That the owner agrees to have prepared by a qualified consulting engineer and submitted to the City of Hamilton, a detailed engineering design submission to be approved by the Manager of Engineering Design and Construction prior to the preparation of the Subdivision Agreement.
- (123) That the owner agrees that all dead or diseased trees shall be removed from the road allowances and that the removal and replacement of street trees, as required by the reconstruction of the roads, will be at the sole expense of the owner.

- (124) That the owner agrees to provide street lighting throughout the subdivision to the limits of the subdivision, to the satisfaction of the Manager of Engineering Design and Construction.
- (125) That the owner shall prepare a Groundwater Study which shall assess the impact that the proposed development would have on the water supply and the sewage disposal systems on the adjacent properties. Pending the outcome of the Study, the owner shall propose appropriate mitigative measures to address the concerns to the satisfaction of the Manager of Engineering Design and Construction.
- (126) That the owner shall transfer to the City of Hamilton any easement over the subdivider's draft approved lands needed for municipal water or sewer services, or both, which easements will permit development to occur on adjacent property. Such easements are to be conveyed upon registration of the final plan of subdivision for any phase of that draft approved plan in accordance with the Council approved criteria.
- (127) That the Owner provides the City with a geotechnical report prepared by a qualified professional engineer prior to final engineering design.
- (128) The Owner agree in writing that in the event groundwater is encountered during any construction within the subdivision, including but not limited to house construction, the owner will submit a Hydrogeological report to the City, prepared by a qualified professional, to assess impacts, to identify any significant recharge and discharge zone, to provide recommendations to mitigate the groundwater impacts and to undertake the works as recommended including monitoring, all to the satisfaction of the Manager of Engineering Design and Construction.
- (129) That the final plan of subdivision not be registered without the proper detailed engineering design approved and appropriate securities in place to the satisfaction of the Manager of Engineering Design and Construction.

Signed:



Paul Mallard, MCIP, RPP
Director of Planning

Date: 2007 December 11

CHECK LIST

SCHEDULE 1

As authorised by By-law No. R95-041, I, Tim McCabe, hereby approve draft plan of subdivision, "**The Crossings**", J. Beume Real Estate Ltd., owner, for lands located in the City of Hamilton (Glanbrook), under File No. 25T200303, be subject to the following conditions;

- 1) That this approval apply to "The Crossings", dated July 18, 2003, prepared by Urbex Engineering Limited, redline revised, showing a total of two hundred and thirty-two (232) dwelling units including: seventy-eight (78) lots for single detached dwellings (Lots 1 to 78), four (4) blocks for future single detached dwellings to be developed with "Redhill Summit Estates - East" (Blocks 79 to 82), fifteen (15) blocks for eighty-eight (88) street townhouse units (Blocks 83 to 97), one (1) block multiple dwellings (Block 98), one (1) block for commercial development (Block 99), one (1) block for a public elementary school (Block 100), one (1) block for a neighbourhood park (Block 104), one (1) block for a walkway (Block 101), three (3) blocks for road widenings (Blocks 102, 103 and 105), and seven (7) blocks for 0.3 metre reserves (Blocks 106 to 112). Streets "A" to "G" will be dedicated to the City as public roadways

Development Department

- 2) That all road allowances, daylight triangles, public walkways and road widenings be dedicated by certificate as public highways on the final plan.
- 3) That the owner agrees to deed, free and clear to the appropriate authority, all easements or blocks required for utility purposes.
- 4) That, if required by the City of Hamilton, the owner/subdivider shall transfer to the City of Hamilton any easement over the subdivider's draft approved lands need for water or sewer services, or both, which easements will permit development to occur on adjacent property in accordance with the criteria approved by Council. Such easements are to be conveyed upon registration of the final plan of subdivision for any phase of that draft approved land.
- ~~NEW 5) That the owner agrees to provide a Geodetic Benchmark in a location to the satisfaction of the City of Hamilton. DEC 11 2001 REPORT~~
- 6) That the owner agrees to convey lands to the City of Hamilton for the purposes of a Storm Water Management (SWM) facility.
- 7) That the owner agrees that any dead-ends and open sides of road allowance created by this draft plan of subdivision shall be terminated in 0.3m reserves and conveyed to the City of Hamilton.

- NEW⁸⁾ That the owner shall prepare a plan showing the design and location of siltation and erosion control devices in accordance with the "Keeping Soils On Construction Sites" manual and to the satisfaction of the Manager of Development Engineering. DEC 11 2007 REPORT
- 9) That the owner shall submit a detailed Storm Water Management report. Sufficient back-up information will be required to verify that the proposed location of the SWM facility will accommodate the proposed facility designed in accordance with current/ applicable Storm Water Management Guidelines to the satisfaction of the Manager of Development Engineering and all other appropriate agencies.
 - 10) That the owner agrees that the Storm Water Management report mentioned in the foregoing condition shall detail cost sharing to all benefiting lands to the satisfaction of the Manager of Development Engineering. The owner further agrees that the implementation of the cost recovery of benefiting owners' apportionment shall occur as the contributing lands develop.
 - 11) That the Storm Water Management report shall include "Best Management Practices" to be implemented in the development.
 - 12) That the Storm Water Management report shall determine what impacts runoff from the site will have on the downstream water course and provide recommendations for any necessary mitigative measures.
 - 13) That the owner agrees to provide sufficient securities to the City of Hamilton to remove any interim works incorporated into the design of a temporary storm water management facility.
 - 14) That all temporary turnarounds be signed in accordance with the City's policy indicating that the street shall be extended in conjunction with future development.
 - 15) That the owner provide a temporary vehicular turnaround, if necessary, to the satisfaction of the General Manager, or designate, of the Planning and Development Department.
 - 16) That the owner agrees to construct all works which may be considered temporary to facilitate the development of the subject property, as required by the Manager of Development Engineering. These may include, but not be limited to, emergency access, temporary turn around, or outfalls.
 - 17) That the owner agrees not to dispose or stockpile any waste or surplus fill material except in a manner and in a location approved by the City of Hamilton.
 - 18) That the owner submit, to the satisfaction of the Manager of Development Engineering, a detailed servicing report, which shall address the provision of sanitary sewers, storm sewers and watermains to service the proposed development.

19) That any proposed storm water management facility be designed according to the City's storm water management guidelines and requirements, including walkways, to the satisfaction of the Manager of Development Engineering, prior to registration of the plan.

~~NEW20) That the final plan of subdivision not be registered until adequate sanitary sewer outlets and storm sewer outlets (including storm water management ponds) have been constructed and are available for connection at the limits of the subdivision or, alternatively, the Owner agrees, in writing, to provide at its own expense adequate sanitary sewer outlets including the removal of any existing undersized downstream sanitary sewer, replacement with adequate larger size sanitary sewer as determined by the City's Public Works Department, complete with restoration of the existing roads and easements to the satisfaction of the Manager of Development Engineering and storm sewer outlets including storm water management ponds. DEC 11 2007 REPORT~~

~~NEW21) That the final plan of subdivision not be registered until a new sanitary sewer pumping station to service the proposed area has been completed, to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis to the City for any alternative provisions for sanitary sewage outlet on an interim basis, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering. DEC 11 2007~~

22) That the final plan of subdivision not be registered until a new water booster station to service the proposed area has been completed; to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis to the City for any alternative provisions to provide adequate water pressure to satisfy normal and fire flow demands, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering.

23) That the final plan of subdivision not be registered until the capacity of the Highland Road water reservoir (H-7) has been expanded (or a new reservoir has been constructed) and in full operation to the satisfaction of the Manager of Development Engineering, or alternatively that the owner submits a detailed analysis, which satisfies the City that there is adequate water storage capacity to satisfy normal and fire flow demands, and agree in writing to construct at the owner's expense any and all works necessary to implement the requirements of the analysis all to the satisfaction of the Manager of Development Engineering.

24) That the Owner agrees in writing to construct adequate temporary storm water management and siltation control measures during all phases of construction and implement a process for monitoring, inspection and maintenance of said measures.

- 25) ~~That the Owner acknowledges that a new sanitary sewer pumping station, portions of the sanitary sewer force main, a new water boosting station, and the permanent stormwater management facility as approved by the Master Servicing and Drainage Plan prepared by A. J. Clarke and Associates, are located on adjoining lands. The owner shall make arrangements for the design, construction, and conveyance of lands needed for these facilities to the satisfaction of the City's Manager of Development Engineering. DEC 11 2007 REPORT~~
- 26) ~~That the owner agrees that registration of the first phase of the draft approved plan shall be restricted to a maximum of 75 units, consisting of Blocks 94, 95, 96, 97, 98 and Street "A". The City shall permit separate engineering drawing approvals and the posting of securities as corresponding to each stage of development. Registration of subsequent phases will not be permitted until Condition (68) has been satisfied to the satisfaction of the Director of Development. DEC 11 2007 REPORT~~
- 27) That the owner agrees in writing to transfer to the City, any easements over the subdivider's draft approved lands, upon registration of the final plan of subdivision needed for temporary stormwater management pond(s) to the satisfaction of the Manager of Development Engineering.
- NEW 28) ~~That the Owner agrees in writing to install 1.5 metre high black vinyl-coated chain link fencing along the rear and side yard of any lot or block created by registration of the draft approved plan which rear or side yard abuts City parklands, school lands or public walkways. DEC 11 REPORT~~
- 29) That the Owner pay all outstanding servicing costs to the City for existing sewers and watermains in the roads adjacent to and abutting on the proposed plan prior to registration of the draft approved plan.
- 30) That the Owner agree in writing to pay their share of the construction of the future sewers on Rymal Road adjacent to the subject lands to the satisfaction of the Manager of Development Engineering.
- NEW 31) ~~That the Owner agree in writing to fulfill all financial obligations under the City's Financial Policies applicable at the time of registration, including the cost of urbanization of Rymal Road East adjacent to the subject lands, according to the Development Charges policy applicable at the time of registration. DEC 11 2007 REPORT~~
- 32) ~~That the Owner submit a plan to the satisfaction of the Manager of Development Engineering, prepared by a qualified professional engineer in accordance with the "Keeping Soils on Construction Sites" manual, showing the design and location of siltation and erosion control devices on the lands to be developed. DEC 11 2007 REPORT~~
- 33) That the Owner agrees in writing to provide adequate water main looping (temporary or permanent), to the satisfaction of the Manager of Development Engineering.

- 34) That the Owner establishes the road allowance for the collector roads, namely the extension of Second Road West shown as Street "A" on the plan and the mid block collector shown as Street "B" on the plan, at a width of twenty-six (26) metres on the final plan of subdivision, and may be required to be widened to accommodate traffic calming mechanisms, streetscape features or bicycle paths.
- 35) That the Owner establishes the road allowance for proposed local streets in the plan, namely Streets "C", "D", "E", "F" and "G" at a minimum width of eighteen (18) metres on the final plan of subdivision.
- 36) ~~That the Owner provides a cross-section for an 18 metre right of way to the satisfaction of the Manager of Development Engineering and the utilities. DEC 11 2007 REPORT~~
- 37) That the Owner dedicate by Certificate on the final plan of subdivision sufficient land to the City of Hamilton as public highway to establish the property line 18.29 metres from the centreline of the original Rymal Road road allowance and that these lands be shown as separate blocks on the final plan of subdivision.
- 38) That the Owner agrees in writing to include a "Notice of Prospective Purchasers" in all agreements of purchase and sale for the lots and blocks within the draft approved plan advising of a future H.S.R. bus route to service these lands.
- 39) That the Owner dedicate additional road allowance widenings, if required, to ensure the safe manoeuvring of H.S.R. buses through the development, including any traffic circles or other traffic calming initiatives, to the satisfaction of the Manager of Development Engineering.
- ~~NEW 40) That the Owner indicates all driveway locations on the approved engineering drawings for all lots located at intersections and on the outside radius of the internal streets, to the satisfaction of the Manager of Development Engineering.~~
- ~~NEW 41) That the Owner establish 10 metre by 10 metre daylight triangles at the intersection of the extension of Second Road West (Street "A") and the widened limits of Rymal Road and the intersection of the extension of Second Road West (Street "A") and the mid block collector (Street "B"). DEC 11 2007 REPORT~~
- 42) That the Owner establishes 5 metre by 5 metre daylight triangles at all internal intersections.
- 43) That the channelization at the intersections of Street "A" and Rymal Road East and Street "A" and Street "B" be to the satisfaction of the Manager of Development Engineering.
- 44) That prior to the issuance of Building Permits for the residential development from Street "B" southerly, the Owner agrees to provide adequate secondary emergency access, to the satisfaction of the Manager of Development Engineering.

- 45) That the Owner agrees, in writing, to provide a temporary turn-around with signage and convey sufficient easements and 0.3 metre reserves to the City, by deed, over the Owner's lands, to current Development Engineering Guidelines, to the satisfaction of the Manager of Development Engineering.
- 46) That any phasing of the development of the subject lands be subject to the satisfaction of the Manager of Development Engineering to ensure adequate servicing needs are met.
- 47) That the owner ensures that the proposed extension of Street "A" aligns centre line to centre line with the existing Second Road West on the north side of Rymal Road East.
- 48) That the owner ensures that Street "B" on the plan aligns centre line to centre with the proposed extensions east and west of the subject lands.
- 49) That the owner ensures that all the local streets shown on the plan align centre line to centre line with their proposed extensions into the adjacent lands.
- ~~NEW 50) That the owner installs a dead-end barricade to the satisfaction of the Manager of Development at the southern limits of Street "D". DEC 11 2007 REPORT~~
- 51) That access to Blocks 95, 96, 97 and 98 be permitted only on Street "A" through a common access and that access to Block 99 be permitted only on Street "A".
- 52) That the owner agrees in writing to construct sidewalks as follows: along both sides of Street "A" from Rymal Road to the southerly limits of the plan; along both sides of the entire length of Street "B"; along one side of the entire length of Street "C" to coincide with "The Brooks @ Rymal/20" draft plan; and along one side of the entire lengths of Streets "E" and "F" to coincide with the "Red Hill Summit Estates – East" draft plan. The City will not require sidewalks on Street/Court "D". Further, that the owner shall include a notice in all Purchase and Sale Agreements advising future home owners of these sidewalk requirements.
- 53) That the owner prepare and submit, to the satisfaction of the Manager of Development Planning, Planning and Development Department, a municipal house numbering plan.
- 54) That the owner agrees to select a street name from the City of Hamilton Reserved Street Name Index and/or submit street names to the satisfaction of the City of Hamilton.
- 55) That the owner agrees to erect a sign in accordance with the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
- 56) That the final plan conforms to the Zoning By-law approved under the Planning Act.

- 57) That the owner agrees to provide the City of Hamilton with a certified list showing the net lot area and width of each lot and block and the gross area of the subdivision in the final plan.
- 58) That the owner shall carryout an archaeological assessment of the entire development property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No demolition, grading or soil disturbances shall take place on the subject property prior to the approval of the Planning and Development Department and the Ministry of Citizenship, Culture and Recreation confirming that all archaeological resource concerns have met licensing and resource conservation requirements.
- 59) That the owner agrees to submit a Tree Preservation Study and Plan prepared by a certified arborist or landscape architect at the owner's expense and to the satisfaction of the City of Hamilton.
- 60) That a streetscape plan be prepared and implemented to the satisfaction of the Director of Development, Planning and Development Department.
- 61) That the Owner agrees to provide and implement, at the Owner's expense, a Streetscape Plan detailing enhanced boulevard landscaping treatment, fencing and street lighting for the required streets, prepared by a full member of the Ontario Association of Landscape Architects (OALA) and to the satisfaction of the Director, Design and Construction, Community Services Department.
- 62) The Owner agrees to provide and implement, at the Owner's expense, a Street Tree Planting Plan for boulevard trees along the required streets and lands, as prepared by a certified Arborist or Landscape Architect (OALA) and to the satisfaction of the of the Director, Design and Construction, Community Services Department.
- 63) That any phasing of the development of the subject lands be to the satisfaction of the Director of Development, Planning and Development Department.
- 64) That prior to registration of any phase of the proposed subdivision, the owner shall pay the required commutation amount of Local Improvement Charges to the Finance and Corporate Services Department.
- 65) That the owner agrees, in writing, to satisfy all requirements, financial and otherwise, of the City of Hamilton prior to development of any portion of these lands.
- 66) The owner agrees to enter into a Subdivision Agreement or Agreements with the City of Hamilton.

67) That the owner agrees, in writing, to satisfy all requirements, financial and otherwise of the City of Hamilton, by entering into a Subdivision Agreement with the City of Hamilton prior to registration of any portion of the subject lands.

68) That the Owner agrees and acknowledges that additional dwelling units beyond seventy-five (75), may only be registered at such time as either:

A. The following matters have been completed to the satisfaction of the Director of Operations and Maintenance:

(1.1) Environmental Assessment studies have been completed and approved;

(1.2) The method of financing to undertake the required road improvements have been identified including provisions for changes to the applicable Development Charges By-law; and,

(1.3) The required road improvements have been included in the Capital Budget and/or Forecast where applicable, or financed through other mechanisms;

for one or more of the following road improvements:

(2.1) Construction of the Red Hill Creek Expressway with four (4) lanes plus an additional upbound truck lane;

(2.2) The widening of Rymal Road to four (4) lanes plus turn lanes;

(2.3) The extension of Trinity Church Road to the Lincoln Alexander Parkway; and,

(2.4) The construction of a new signalized collector road intersection with Regional Road 56 and the widening of Regional Road 56 to four (4) lanes from Rymal Road to the new collector road intersection; or,

B. The submission and approval of a traffic impact study to address the need for and timing of any other required road improvements to improve transportation capacity south of and/or crossing the escarpment to accommodate such additional dwelling units, and compliance with the matters set out in (A)(1.1 to 1.3) in respect of such improvements, to the satisfaction of the Director of Roads and Traffic.

69) That the Owner agrees to undertake a detailed built heritage and cultural heritage assessment, to the satisfaction of the City of Hamilton, Manager of Heritage and Urban Design, prior to final approval.

- 70) That the Owner agrees that Blocks 79 to 82, inclusive, shall only be developed in conjunction with adjacent lands.
- 71) That the Owner agrees to investigate the noise levels on the site from traffic on Rymal Road East and determine the noise control measures that are satisfactory to the City of Hamilton in meeting the Ministry of the Environment's recommended sound level limits, prior to final approval. The Owner agrees to submit to the City of Hamilton, an acoustical report prepared by a qualified Professional Engineer, containing the recommended control measures.
- 72) That the Owner agrees to submit detailed site and landscaping designs for a neighbourhood gateway feature at the intersection of Second Road West Extension and Rymal Road, to the satisfaction of the Director of Development.
- 73) That the Owner agrees to submit a Streetscape Plan to the Supervisor of Planning for the Hamilton Street Railway to comment on bus stop locations and customer amenities.
- 74) That the Owner agrees that should Block 100 be developed for residential purposes, then Block 100 shall only be developed by plan of subdivision.
- 75) That the Owner agrees and acknowledges that Council for the City of Hamilton will update the Municipal Development Charges By-law to include all growth-related infrastructure and service improvements required to service development within the Rymal Road Secondary Plan Area.
- 76) That in accordance with Policy B.3.7.5 Development Cost Sharing of the Rymal Road Secondary Plan, the owner shall pay its fair share of the cost of any front-ended Secondary Plan studies and other area wide studies based on gross acreage. Further, that the Director of Development and Real Estate shall determine the apportionate cost to be applied to the subject lands, and Council authorize the Director to amend the draft approval conditions for insertion into the subdivision agreement requiring the contribution to be paid prior to any registration of the agreement.

Public Works (formerly Community Services)

- 77) That the Owner agrees to convey Block 104, as proposed, to the City of Hamilton, as provided for under Section 51 of the Planning Act, in fulfilment of the parkland dedication requirement.
- 78) That the Owner agrees to grade, seed and provide service connections to the park Block to the satisfaction of the City.
- 79) That the Owner agrees to preserve and protect all trees within the Subdivision Plan in accordance with good arborist practices except for those trees that the City

has permitted to be removed, and no trees shall be removed without such permission.

- 80) That the Owner agrees to keep all trees trimmed in accordance with good forestry practices until the City assumes the Subdivision Plan. Similarly, all trees identified for removal in the Tree Preservation Study and Plan, within the Subdivision Plan, shall be removed by the Owner, at the Owner's expense.
- 81) That the Owner agrees that all trees required to be preserved shall be protected during construction on the lands on the Subdivision Plan, to the satisfaction of the City, including the area required for the stockpiling of excess earth within the Subdivision Plan.
- 82) That the Owner agrees that undeveloped blocks within the Subdivision Plan, which have been disturbed from their natural state or are difficult to maintain in a controlled state, shall be graded, seeded and maintained by the Owner until construction commences thereon.
- 83) That the Owner agrees to implement the proposed stormwater management pond adjacent to the Owner's lands. Prior to the development of this naturalized storm drainage facility, a Landscape Plan shall be prepared by a full member, in good standing, of the Ontario Association of Landscape Architects (OALA) and to the satisfaction of the City. The Owner agrees to implement same in accordance with the approved plans and pay all associated costs to the satisfaction of the City. In addition, the Owner agrees to provide and pay for security features, such as chainlink fencing, as required, adjacent to other land uses.
- 84) That the Owner agrees to implement, at the Owner's own cost, and to the satisfaction of the City, a multi-use pathway trail system as prepared by a full member, in good standing, of the Ontario Association of Landscape Architects (OALA). The trail system will be developed both off and on road along the proposed residential streets, stormwater management ponds, school and park block. In conjunction with the trail system, the Owner agrees to provide pedestrian easements for user access and to accommodate City emergency and service vehicles. The width of the pedestrian trails shall be a minimum of 4.5m with a maximum slope of 8.0%. The Owner agrees to provide, at the Owner's expense, hardsurfaced treatment, pathway lighting, 1.5m high chainlink fence and removable bollards, all to the satisfaction of the City.

Public Works - Roads and Traffic

- 85) That prior to registration of the plan, the Owner shall submit detailed engineering drawings that demonstrate that the required traffic circle design at Street 'A' and Street 'B' will accommodate all road users and provide the necessary road allowance areas for utilities and any proposed streetscape treatment. As outlined in the Rymal Road Secondary Plan Streetscape Manual, a traffic circle is to be

constructed at the intersection of Street 'A' and east-west collector road Street 'B' at the sole expense of the Owner.

- 86) That prior to registration of the plan, the Owner shall provide detailed engineering drawings showing traffic calming initiatives on the collector road system to the satisfaction of the Manager of Traffic Engineering and Operations. The approved traffic calming initiatives shall be implemented at the sole expense of the Owner.
- 87) That the owner agrees to construct intersection turning lane improvements on Rymal Road at Second Road West (westbound left turn lane and eastbound right turn lane) as recommended in Figure 6 of the original "Transportation Review – Rymal Road Planning Area" prepared by the BA Group Transportation Consultants, February 2001, concurrent with the construction of the intersection of Street 'A' at Rymal Road.
- 88) That prior to registration of the plan, the owner shall submit detailed engineering drawings that illustrate where driveways will be situated at the following lots: 7-11, 21-32, 64-69.
- 89) That prior to the registration of this plan, the Owner agrees that special development charges levy for the improvements in the overall transportation network (eg. Pavement widenings, road construction, traffic signal installations on Rymal Road) shall be reviewed and approved in accordance with the direction of the Rymal Road Secondary Plan, if required.
- 90) That the Owner agrees that Streets 'B, C, E and F' must align centerline to centerline with the street connections on the adjacent plans of subdivision.
- 91) That the Owner agrees that a Minor Gateway Feature is to be included at the intersection of Rymal Road and Street 'A', in accordance with the Rymal Road Secondary Plan Streetscape Manual.
- 92) That the Owner agrees that access to Commercial Block 99, as illustrated, will not be permitted from Rymal Road.
- 93) That the Owner agrees that direct access to Blocks 95-97 must be from Street 'A' and one mutual access to Rymal Road, not direct access for each unit. An extension of the westbound left turn lane required at Second Road West would be required for these Blocks should one access to Rymal Road be proposed.

Social and Public Health Services

- 94) That any existing or proposed development(s) constructed on the above described draft plan are properly connected to municipal sewers and water supply.

- 95) That any existing septic tank be pumped out by a licensed contractor and refilled with suitable material to prevent it from collapsing.
- 96) That any existing abandoned water wells are plugged in accordance with Environment Ontario's Facts Sheet entitled: "Water Wells and Groundwater Supplies Recommended Methods for Plugging Water Wells".

Bell Canada

- 97) That the owner be required to enter into an Agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed, the owner shall advise the municipality of the agreement made for such servicing.
- 98) That the owner shall agree in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. If there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements of relocation;

Canada Post

- 99) That the owner agrees to provide Canada Post facilities, as required by Canada Post Corporation, and to locate these facilities to the satisfaction of the City of Hamilton and Canada Post. The facilities are to be installed as part of the installation of Public Works.

Hamilton-Wentworth District School Board

- 100) That the owners, at their expense, place adequate signage on site based on Hamilton-Wentworth District School Board specifications advising that students from this development are likely to be redirected to schools outside of the area with available capacity and that students may be transported as governed by the Board's Transportation Policy.
- 101) That the Subdivision/Condominium Agreement include a Notice to purchasers advising that students are likely to be redirected to schools outside of the area with available capacity as governed by the Board's Transportation Policy.
- 102) That any rental or lease agreement required for occupancy include in all agreements to renters or leasers, a clause advising that students from this development are likely to be redirected to schools outside of the area with available capacity.

Niagara Peninsula Conservation Authority

- 103) That detailed lot grading and drainage plans, noting both existing and proposed grades, and the means whereby major system flows will be accommodated across the site, be submitted to the Conservation Authority for review and approval.
- 104) That detailed sedimentation and erosion control, detailing controls to be implemented both during and after construction, be submitted to the Conservation Authority for review and approval.
- 105) That the detailed design of the stormwater quality and quantity management facilities be submitted to the Conservation Authority for their review and approval.
- 106) That the owner agrees in the executed Subdivision Agreement to:
- implement conditions 102) to 104) above.
- 107) That the Owner/applicant apply for and receive any approvals and permits required by Fisheries and Oceans Canada (DFO), the Ministry of Natural Resources (MNR) and the Niagara Peninsula Conservation Authority (NPCA).

TransCanada PipeLines Ltd.

- 108) That any grading that will affect drainage on TransCanada's right-of-way, regardless of whether or not the grading is conducted on the right-of-way, must receive TransCanada's prior written approval. Grading activities on the right-of-way will be permitted only when a TransCanada representative is present to inspect and supervise them.
- 109) That should any blasting be required at the site, a report on the methods and charges to be used must be prepared at the owners sole cost and expense by a qualified blasting Engineer and submitted for TransCanada's written approval prior to the commencement of blasting operations on the site.
- 110) That TransCanada Pipelines is regulated by the National Energy Board Act. Section 112 of this Act requires that anyone excavating with power-operated equipment or explosives within thirty (30) metres of the pipeline must obtain leave from the National Energy Board before starting any work. To satisfy this National Energy Board condition, TransCanada's Regional Office must be notified at 1-800-827-5094 three (3) business days before the start of any excavation using power-operated equipment and seven (7) business days before the use of explosives within thirty (30) metres of the pipeline.

- 111) That a construction schedule and any changes to this schedule should be submitted to TransCanada's Right-of-Way Department in Calgary before the start of any construction activities within thirty (30) metres of the pipelines.
- 112) That three (3) copies of any registered plans for this subdivision and a registered copy of the Subdivision Agreement should be sent to TransCanada's Land Department in Calgary.

Hydro One Networks Inc.

- 113) That prior to final approval, a copy of the lot grading and drainage plan, showing existing and proposed grades, must be submitted to Hydro One for review and approval. Drainage must be controlled and directed away from Hydro One property.
- 114) That temporary fencing be installed along the edge of the Hydro One right-of-way prior to the start of construction at the developer's expense.
- 115) That permanent fencing be installed after construction is completed along Hydro One owned lands at the developer's expense.
- 116) That Hydro One property not be used without the express written permission of Hydro One Network's Inc. During construction there will be no storage of materials or mounding of earth or other debris on the right-of-way. The proponent will be responsible for restoration of any damage to the right-of-way resulting from construction of the subdivision.
- 117) That the costs of any relocations or revisions to Hydro One facilities, which are necessary to accommodate this subdivision, will be borne by the developer.

Director of Development & Real Estate

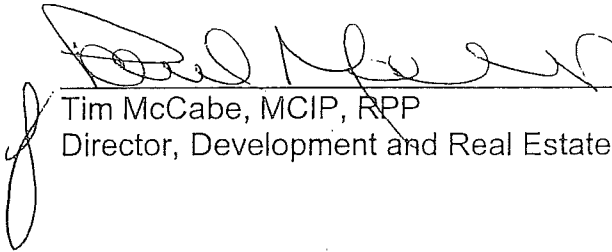
- 118) That prior to the signing of the final plan, the Director of Development & Real Estate be advised by:
- a) The Development Department that conditions (2) to (76) inclusive;
 - b) The Public Works that conditions (77) to (93) inclusive;
 - c) Social And Public Health Services that conditions (94) to (96) inclusive;
 - d) Bell Canada that conditions (97) and (98) ;
 - e) Canada Post Corporation that condition (99);
 - f) Hamilton-Wentworth District School Board that conditions (100) to (102) inclusive;

- g) Niagara Peninsula Conservation Authority that conditions (103) to (107) inclusive;
- h) TransCanada PipeLines Limited that conditions (108) to (110) inclusive;
- i) Hydro One Networks Inc. that conditions (113) to (117) inclusive; and

has/have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.

NOTE: Pursuant to Section 51(32) of the Planning Act, draft approval shall lapse if the plan is not given final approval within 3 years. However, extensions will be considered if a written request is received before the draft approval lapses.

Signed:



Tim McCabe, MCIP, RPP
Director, Development and Real Estate

Date: November 20, 2003