

**ONTARIO MUNICIPAL BOARD**

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Highland Gate Developments Inc.  
Subject: Request to amend the Official Plan – Failure of the Town of Aurora to adopt the requested amendment

Existing Designation: “Private Parkland” and “Environmental Protection”  
Proposed Designation: “Stable Neighbourhoods”, “Environmental Protection” and “Public Parkland”

Purpose: To permit the redevelopment of the former Highland Gate Golf Club lands consisting of 184 lots for detached residential dwellings, a high density block to accommodate a 10-storey mixed-use residential building (estimate at 144 residential units), a series of new public roads, environmental protection blocks, parkland and other open space, with approximately 48% of the proposed draft plan of subdivision to be identified as parkettes, open space and environmental protection areas

Property Address/Description: 21 Golf Links Drive  
Municipality: Town of Aurora  
Approval Authority File No.: OPA-2015-01  
OMB Case No.: PL151160  
OMB File No.: PL151160

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Highland Gate Developments Inc.  
Subject: Application to amend Zoning By-law No. 2213-78, as amended – Refusal or neglect of the Town of Aurora to make a decision

Existing Zoning: “Major Open Space (O) Zone”, “Major Open Space (O-2) Exception Zone” and “Oak Ridges Moraine Environmental Protection (EP-ORM) Zone”

Proposed Zoning: “Detached Dwelling Second Density Residential (R2-XX1) Exception Zone”, “Detached Dwelling Second Density Residential (R2-XX2) Exception Zone”, “Third Density Apartment Residential (RA3-X) Exception Zone”, “Environmental Protection (EP-X) Exception Zone” and “Major Open Space (O-X) Exception Zone”

Purpose: To permit the redevelopment of the former Highland Gate Golf Club lands consisting of 184 lots for detached residential dwellings, a high density block to accommodate a 10-storey mixed-use residential building (estimate at 144 residential units), a series of new public roads, environmental protection blocks, parkland and other open space, with approximately 48% of the proposed draft plan of subdivision to be identified as parkettes, open space and environmental protection areas

Property Address/Description: 21 Golf Links Drive

Municipality: Town of Aurora

Municipal File No.: ZBA-2015-02

OMB Case No.: PL151160

OMB File No.: PL151161

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Highland Gate Developments Inc.

Subject: Proposed Plan of Subdivision – Failure of the Town of Aurora to make a decision

Purpose: To permit the redevelopment of the former Highland Gate Golf Club lands consisting of 184 lots for detached residential dwellings, a high density block to accommodate a 10-storey mixed-use residential building (estimate at 144 residential units), a series of new public roads, environmental protection blocks, parkland and other open space, with approximately 48% of the proposed draft plan of subdivision to be identified as parkettes, open space and environmental protection areas

Property Address/Description: 21 Golf Links Drive

Municipality: Town of Aurora

Municipal File No.: SUB-2015-01

OMB Case No.: PL151160

OMB File No.: PL151162

# MINUTES OF SETTLEMENT

BETWEEN

**HIGHLAND GATE DEVELOPMENTS INC. (“HGDI”) and  
AURORA (HGD) INC. (“AHGDI”)**

-and-

**THE CORPORATION OF THE TOWN OF AURORA  
(the “Town”)**

-and-

**HIGHLAND GATE RATE PAYERS ASSOCIATION INC.  
 (“HGRPA”)**

**[COLLECTIVELY THE “PARTIES”]**

## **RECITALS:**

- A. WHEREAS AHGDI (as the owner) and HGDI (as the applicant and agent for AHGDI) propose to redevelop the former Highland Gate Golf Club lands (the “Lands”) for residential, park and open space purposes (the “Development”).
- B. WHEREAS HGDI filed applications seeking an Official Plan Amendment, a Zoning By-law Amendment and approval of a plan of subdivision (collectively the “Applications”), on February 27, 2015, which applications were deemed complete on March 2, 2015.
- C. WHEREAS HGDI, on November 17, 2015, appealed the Applications to the Ontario Municipal Board (the “OMB” or “Board”) for a lack of decision by the Town (the “Appeals”).
- D. WHEREAS HGDI, the Town and the HGRPA are all parties to the Appeals, scheduled to be heard by the OMB commencing March 27, 2017 (the “OMB Hearing”).

- E. WHEREAS HGDI revised the Applications on or about June 17, 2016, but those revisions did not satisfy the various concerns of the Town and HGRPA.
- F. WHEREAS HGDI, the Town and the HGRPA (along with other parties to the Appeals) participated in OMB-led mediation during August 2016 for the purpose of scoping or settling the issues for the OMB Hearing.
- G. WHEREAS HGDI and AHGDI have agreed to make further revisions to the Applications and to commit to other matters (all as described below) (“HGDI Commitments”), which changes collectively will satisfy the concerns of the Town and HGRPA and in reliance thereon thereby settle the Appeals as between the Parties.

**NOW THEREFORE**, in consideration of the mutual covenants herein and payment of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the Parties hereby agree as follows:

1. The Parties confirm that the foregoing Recitals are true.
2. HGDI shall revise the Applications in accordance with the following:
  - a. The proposed plan of subdivision superimposed on an aerial photo attached hereto as **Schedule “A”**.
  - b. The draft Official Plan Amendment attached hereto as **Schedule “B”**.
  - c. The draft Zoning By-law Amendment attached hereto as **Schedule “C”**.
  - d. The draft plan of subdivision attached hereto as **Schedule “D”**.
3. Subject to the HGDI Commitments, the Parties shall support the revised Applications as described in paragraph 2 above. HGDI agrees not to further materially change the Applications without the consent of the Parties, although the Parties acknowledge that revisions to the plan may result from the process of satisfying conditions of draft plan approval and the potential transfer of existing encroachments to adjacent landowners as a result of Section 9. Without limiting the scope of the foregoing, the Parties agree that the following matters shall be reflected in the appropriate documents to be submitted to the OMB for approval:
  - a. The maximum number of proposed lots for detached homes is 159.
  - b. The maximum height of bungalow (or bungalow) dwellings shall be 8m.
  - c. The maximum height of all other detached dwellings shall be 10m.

- d. The height of detached dwellings shall be measured as the vertical distance at the average grade at the front yard setback to the main building and any of the following: (1) on a flat roof, the highest point of the roof surface or the parapet, whichever is greater; (2) the declivity of a mansard roof; or (3) on a gabled, hip, gambrel or any other type of pitched roof, the mean distance between the eaves and ridge of a roof.
- e. All lots for detached dwellings will comply with the existing Town R2 zoning standards with respect to minimum rear yard setbacks and minimum interior side yard setbacks.
- f. All lots for detached dwellings will comply with a minimum exterior side yard setback of 4.5m.
- g. For all new lots fronting on existing streets, the minimum front yard setback is 6.0m.
- h. For detached lots on new streets the minimum front-yard setback for the main building is 4.5m and for an attached garage is 6.0m. Where such lots have a depth of less than 32m, as shown on the Front Yard Encroachments Map attached as **Schedule "E"** hereto, encroachments for open sided roofed porches, uncovered terraces, porticos, patios, steps and decks not exceeding 3 metres above grade without or without foundation may project into the front yard to a maximum of 2m (i.e., to a minimum of 2.5 metres from the front lot line).
- i. Relief from the lot coverage provisions of the R2 zoning for two storey dwellings and bungalow (or bungalow) dwellings less than 2 storeys shall be provided on certain lots, as reflected on the Coverage Map and related summary chart attached as **Schedules "F1" and "F2"** hereto. All other detached residential lots will retain the maximum 35% coverage requirement in the R2 zone for two storey dwellings.
- j. For detached dwellings, rear decks and balconies will not be permitted above the first storey. Decks and patios are permitted at grade and for the first storey only.
- k. For new detached lots fronting onto the proposed southerly extension of Highland Court (Lots 111 – 114) the minimum lot frontage shall be 25m and for the proposed lots on Street 'H' that are in direct view as one travels south along George Street to Street 'H' (Lots 96 - 98), the minimum lot frontage shall be 20m.
- l. For any new detached lots which are through lots, the Town may require a one-foot reserve be provided adjacent to the rear lot line. In the case of lot additions to existing detached lots which thereby become through lots, the

Town may likewise require a one-foot reserve adjacent to the rear lot line.

- m. For the multi-unit residential building proposed on Block 201, the maximum number of storeys shall be 5 plus an additional 2 storeys as bonusing, subject to the execution of a bonusing agreement under section 37 of the *Planning Act* satisfactory to the Town and the maximum height shall be 22.5m (excluding mechanical penthouse and other rooftop projections). Off-site parking associated with the proposed multi-unit residential building on Block 201 shall be permitted on Block 200. Block 201 is proposed to be designated as "Promenade General", subject to site specific policies, as reflected in **Schedule "B"**. The number of residential condominium units shall not exceed 114. There shall be no commercial units associated with the condominium.
4. At the earliest of the next OMB prehearing conference, motion date or hearing date, HGDI, the Town and the HGRPA will jointly request that the OMB allow the Appeals, in part, and issue a Decision and Order:
    - a. Amending the Town's Official Plan in accordance with **Schedule "B"**.
    - b. Amending the Town's Zoning By-law in accordance with **Schedule "C"**.
    - c. Granting draft plan of subdivision approval in accordance with **Schedule "D"** subject to the conditions of draft plan approval attached as **Schedule "G"** hereto.
  5. Provided that the revised Applications are approved by the Board and the Development proceeds, HGDI/AHGDI will provide and construct the trail system on the AHGDI lands (both the primary spine trail and the secondary trail system) substantially in accordance with the map of the trail system on the Highland Gate Trails Master Plan together with the Trail Sections attached as **Schedules "H1" and "H2"** hereto and as may be modified with respect to landscaping by the landowner meetings contemplated by Section 9, and subject to any applicable draft plan conditions in **Schedule "G"**. HGDI agrees that the requirements of this section may form part of the subdivision agreement with the Town. Upon registration of the subdivision or any phase of the subdivision, should it proceed by way of phased registration, HGDI/AHGDI will convey to the Town the entirety of the trail system, or if phased, that portion of the trail system which is within that phase. Prior to occupancy of the first dwelling unit within the subdivision or any given phase of the subdivision, HGDI/AHGDI will construct the trail system or that portion of the trail system which is within that phase of the subdivision.
  6. Provided that the revised Applications are approved by the OMB and the Development proceeds, HGDI/AHGDI agrees to construct the Development and associated works substantially in accordance with Schedules "B", "C", "D" and "G" and the following, subject to any variations that may be required and/or approved

by the Town during the detailed design stage:

- a. The plan showing the proposed location and number of lay-by parking spaces attached as **Schedule “I”** hereto.
- b. A minimum 10m distance (buffer) between the lot line of an existing detached residential lot and the pavement edge of all proposed new streets (or extensions of existing streets) will be provided throughout the site, except in three locations where the buffer will be less than 10m due to constraints (“pinch-points”). The location and extent of the pinch-points are shown on the plan attached as **Schedule “I”** hereto.
- c. The minimum landscaping treatment of the 10 m buffer is illustrated on the buffer streetscape treatment representative illustrations and the streetscape treatment cross-sections attached as **Schedules “N1” and “N2”** hereto. Deciduous trees within the buffer shall have a minimum 70mm caliper when planted. Coniferous trees within the buffer shall have a minimum height of 2.4 metres when planted.
- d. Appropriate mitigation measures will be employed to minimize potential impacts from vehicle headlights in the locations identified on the Headlight Screening Location Plan attached as **Schedule “J”** hereto. Schedule “J” also includes photographic illustrations identifying appropriate mitigation measures for headlights including wooden fencing, dense landscape planting, and other physical barriers. Such mitigation may be revised in accordance with the meetings with individual landowners referred to in Section 9. HGDI/AHGDI will make the meetings with landowners contemplated by Section 9 a priority where there are potential headlight impacts.
- e. The letter from MQ Energy Inc. attached as **Schedule “K”** hereto respecting street lighting.
- f. The letter from SCS Consulting Group Ltd. respecting retaining walls, together with the plan showing the location and height of retaining walls greater than 1.0m in height, attached as **Schedules “L1” and “L2”** hereto.
- g. The letters from SCS Consulting Group Ltd. and Golder Associates respecting infiltration trenches proposed on Street C attached as **Schedules “M1” and “M2”** hereto.
- h. The new detached dwellings will be subject to the Town’s Urban Design Guidelines and an architectural control program administered by the Town, as detailed in the draft plan conditions in **Schedule “G”** hereto.

- i. The plans and cross-sections illustrating proposed streetscape treatment attached as **Schedules “N1” and “N2”** hereto.
7. The Parties acknowledge that the proposed multi-unit residential building on Block 201 will be subject to the site plan approval process under Section 41 of the *Planning Act*. HGDI/AHGDI agrees that when it/they submit(s) an application to the Town for site plan approval, the site plan drawings submitted will be limited by the maximums set out in Section 3(m) and substantially in accordance with the conceptual site plan drawing attached as **Schedule “O”** hereto, and the Parties acknowledge that the March/September shadow analysis based on this proposed massing is attached as **Schedule “P”** hereto. HGDI/AHGDI agrees that, should the proposed massing change, new shadow studies will be required. Further, HGDI/AHGDI agrees that when it/they submit(s) an application to the Town for site plan approval, it/they will submit landscape drawings for the lands owned by AHGDI that are substantially in accordance with the landscape concept plan attached as **Schedule “Q”** hereto. The parties acknowledge and agree that the final details of the built form of the proposed multi-unit residential building and any landscaping requirements associated with such building will be determined as part of the site plan approval process.
8. HGDI/AHGDI agrees to preserve and enhance in accordance with Schedule “G”, as part of the Development, the three existing golf cart tunnels, two under Murray Drive and one under Golf Links Drive. These golf cart tunnels are: 1) in the vicinity of proposed Blocks 172 and 251, 2) between Block 165 and Block 198, and 3) adjacent to Block 189, all as reflected on **Schedule “H-1”** hereto.
9. (a) HGDI/AHGDI will establish a protocol, in consultation with HGRPA and the Town, to offer to meet with any owner (except those for which there already exists an agreement with HGDI or AHGDI) of an existing abutting detached residential lot, to discuss: (i) the form of landscaping (i.e., vegetation and/or fencing) which HGDI/AHGDI is proposing to install adjacent to the existing lot (or, if HGDI/AHGDI and the adjacent homeowner agree, to install on the existing lot), and (ii) where applicable, any existing encroachments on the lands owned by AHGDI (together, the “Landscaping Offer”) all at no expense to the homeowner. The Parties agree to act in good faith and expeditiously in establishing this protocol. The protocol shall comprise the following elements:
  - a. HGDI’s/AHGDI’s offer to consult with the homeowner shall be in a form mutually agreed upon by HGDI/AHGDI and HGRPA.
  - b. HGDI/AHGDI shall provide the homeowner with 3 weeks in which to respond to the offer for a consultation meeting, and if the homeowner fails to respond within that time period the homeowner will be deemed to have refused the offer to consult.

- c. Following the consultation meeting and the delivery of the Landscaping Offer to the homeowner, the homeowner shall have 3 weeks to accept or decline the Landscaping Offer. If no written response is provided by the homeowner to HGDI/AHGDI by that deadline then the homeowner is deemed to have accepted HGDI's/AHGDI's Landscaping Offer (although absent express consent from the homeowner, HGDI/AHGDI is only obligated to perform the work on the AHGDI lands and is not required to trespass on the homeowner's lands). If the homeowner rejects HGDI's/AHGDI's Landscaping Offer, the homeowner shall, with that rejection, provide HGDI/AHGDI with the details of what it would accept as a Landscaping Offer and otherwise HGDI's/AHGDI's obligations are at an end.
- d. The objective of the consultation meeting is to:
  - i. Explain the Development to the homeowner and consider options to mitigate land use impacts of the Development on the homeowner's property.
  - ii. Have the homeowner explain his/her concerns (if any) with the property line interface.
  - iii. Attempt to reach agreement regarding landscaping and other appropriate options (such as fencing) to reduce to an acceptable level, visual and privacy concerns (if any) from the Development.
  - iv. To the extent that there are encroachments by the homeowner onto the AHGDI property, discuss potential resolutions to such encroachment. One possible solution is for AHGDI to transfer the land subject to the encroachment to the homeowner but only if such transfer does not prejudice the Development, as determined in HGDI's/AHGDI's sole discretion but acting reasonably; and
  - v. Finalize property specific landscape interface plans, subject to clauses e. and f. below.
- e. Where the Landscaping Offer involves lands that are either owned by the Town or are proposed to be conveyed to the Town, no proposed resolution between HGDI/AHGDI and the homeowner will be final unless and until the Town confirms in writing its acceptance of such proposed resolution. After receiving the homeowner's response to the Landscaping Offer or the expiry of the deadline for a response (as the case may be), HGDI/AHGDI shall provide the Town (Director of Planning) and HGRPA with a copy of the Landscaping Offer and the homeowner's response (if any). If the Town and HGDI/AHGDI agree on a landscape interface plan resulting from the Landscaping Offer and the homeowner's response, such agreed-upon plan shall be the landscape interface plan that will be considered to be approved for such lands, and any previous landscape plan approved by the Town shall be considered to be revised accordingly, as may be necessary. If the Town is not prepared to agree to a landscape interface plan resulting from the Landscaping Offer and the homeowner's

response, the approval of a landscape plan for such lands owned by the Town or proposed to be conveyed to the Town shall remain a matter between the Town and HGDI/AHGDI, subject to any outstanding condition(s) of draft plan approval or, if such lands are already subject to a landscape plan previously approved by the Town, such plan shall remain the approved plan without revision.

- f. Where the Landscaping Offer applies to lands that are to remain in private ownership and HGDI/AHGDI and the homeowner are unable to come to an agreement regarding the Landscaping Offer, then HGDI/AHGDI and HGRPA support the following dispute resolution escalation procedure, but recognizing that any individual homeowner and HGDI/AHGDI may mutually agree to not adhere to the following procedure and may choose to follow an alternate procedure:
  - i. Immediately following the rejection of HGDI's/AHGDI's Landscaping Offer by the homeowner, HGDI/AHGDI shall send the homeowner's alternative together with the Landscaping Offer to a panel comprised of one senior representative of HGDI/AHGDI and one member of the Board of Directors of HGRPA (the "Panel"). For greater certainty HGDI/AHGDI shall collectively be entitled to a single representative on the Panel.
  - ii. Within 10 days of the Panel receiving the material noted above, or such other time period as the Panel may mutually agree, the Panel will attempt to reach consensus on an appropriate landscape interface plan. The Panel is not required to choose between the two alternatives. Once the Panel has either reached consensus on what it determines to be an appropriate landscape interface plan or determines that it will not be able to reach consensus, such determination shall be communicated to the homeowner by HGDI/AHGDI and the HGRPA.
  - iii. The determination of the Panel is not binding on the homeowner or HGDI/AHGDI and either of them can escalate the matter to arbitration as noted below.
    1. The unresolved dispute will be resolved by binding arbitration pursuant to the *Arbitration Act*, 1991, S.O. 1991. C.17. Should the matter be escalated to arbitration then the arbitrator will be presented with the same two alternatives provided to the Panel above but this time the arbitrator's only options are to choose between one or the other alternative (nothing else). The successful party (being the homeowner if the arbitrator chooses its option or HGDI/AHGDI otherwise) will have its costs of the arbitration paid for fully by the other. Pending the decision of the arbitrator both parties will each fund 50% of the costs of the arbitration. Should the homeowner refuse to fund its 50% share of the arbitrator's costs or refuse to abide by the arbitrator's

decision then HGDI/AHGDI need not install the landscaping or convey any land but may still pursue recovery of its arbitration costs. The decision of the arbitrator is final.

(b) The HGRPA shall provide assistance and support in implementing this protocol. HGDI/AHGDI shall also pay the reasonable costs of one land use planning consultant, to be retained by the HGRPA but selected jointly by HGRPA and HGDI/AHGDI, who will attend any site meeting(s) between representatives of HGDI/AHGDI and the homeowner if such homeowner confirms his/her desire to have such consultant in attendance. HGDI/AHGDI and HGRPA hereby agree to select Ms. Andrea Bourrie as the land use planning consultant. Her replacement, if necessary, will be selected jointly as required by this section.

(c) The Parties hereby agree that HGDI/AHGDI cannot be delayed or prevented from registering the plan of subdivision and/or building the new houses in cases where HGDI/AHGDI followed the protocol but the homeowner was either unwilling to meet with HGDI/AHGDI or otherwise failed to reach agreement with HGDI/AHGDI regarding landscaping and/or any encroachments.

10. HGDI, the Town and HGRPA agree to act reasonably, co-operate with each other and assist the OMB, in order to implement these Minutes of Settlement on consent.
11. HGDI, the Town and HGRPA will make submissions to the OMB in support of this settlement and HGDI and HGRPA will lead expert planning evidence in support of the revised Applications. HGDI will lead evidence first and HGRPA will only be required (subject to the direction of the OMB) to lead supportive, less comprehensive, evidence. If Andrea Bourrie on behalf of the HGRPA attends at the settlement hearing, then HGDI will pay HGRPA for her reasonable costs of such attendance and preparation.
12. Forthwith upon the execution of these Minutes of Settlement, HGDI will cause its solicitor Davies Howe Partners LLP to withdraw appeal MA16-268 made under the *Municipal Freedom of Information and Protection of Privacy Act* to the Information and Privacy Commissioner.
13. (a) The Parties will bear their own costs in negotiating the terms of these Minutes of Settlement and no Party shall seek an Order of the OMB for costs as against either of the other Parties in respect of the Appeals.

(b) Notwithstanding clause (a), in each of the three years following the issuance of an OMB Order approving draft approval for a plan of subdivision substantially in accordance with Schedule "D", HGDI/AHGDI agree to forthwith upon notice, reimburse HGRPA for invoiced professional services related to the Development up to a maximum of \$10,000 per year based on the date of draft plan approval. To be reimbursed HGRPA will send HGDI/AHGDI copies of said invoices and such

invoices will be paid by HGDI or AHGDI to HGRPA. For greater certainty, the maximum amount payable for all such services is \$30,000. HGDI/AHGDI agree that in making a payment contemplated by this section it is not creating a professional relationship with the respective professional. Rather, the professional relationship remains between the respective consultant and HGRPA.

14. In each of the three years following the issuance of an OMB Order approving draft approval of a plan of subdivision substantially in accordance with Schedule "D", HGDI/AHGDI agree to forthwith upon notice, reimburse HGRPA for community services or events supported by HGRPA up to a maximum of \$15,000 per year based on the date of draft plan approval. To be reimbursed HGRPA shall send HGDI/AHGDI copies of said invoices and such invoices will be paid by HGDI or AHGDI to HGRPA. For greater certainty, the maximum amount payable for all such services or events is \$45,000.
15. Following the issuance of an OMB Order approving draft approval of a plan of subdivision substantially in accordance with Schedule "D", and if requested by the Town, HGDI/AHGDI shall work cooperatively with the Town and HGRPA to host public consultation sessions in order to receive public input regarding the proposed Parks and Trails system design.
16. Forthwith following the OMB's decision granting draft plan approval, the Town will assign sufficient servicing allocation for 159 detached lots.
17. These Minutes of Settlement bind the Parties, their assigns and successors. To that end, prior to AHGDI transferring the entirety of the Lands to a new owner (other than HGDI), AHGDI must first have the prospective transferee execute and deliver to the Town and HGRPA a signed Assumption Agreement (substantially in the form attached as **Schedule "R"**) whereby the prospective transferee agrees to be bound by these Minutes and to assume the obligations of HGDI/AHGDI upon becoming the owner of the Lands.
18. The Parties acknowledge that HGDI/AHGDI entered into discussions with Collette Nemni in order to resolve her issues with the Applications. Such resolution contemplates a lot addition to the Nemni lands from lands owned by AHGDI. The lot addition is to the east of the Nemni property limit and a portion to the south of the Nemni property limit and is shown on the drawing attached hereto as **Schedule "S"** (the Nemni land conveyance plan). HGDI/AHGDI confirm that despite this lot addition, there remain intervening lands between the new south limit of the Nemni property and the proposed Street "A", which lands are proposed to be zoned O-9 in Schedule "C" and will be conveyed to the Town, but which do not form part of the proposed Street "A" road allowance.

19. Any notice (or documents) required to be provided to the Parties shall be delivered as follows:

To HGDI and AHGDI: Highland Gate Developments Inc. and Aurora (HGD) Inc.  
3190 Steeles Avenue East, Suite 300  
Markham, ON, L3R 1G9

copies to: Mark Flowers  
Davies Howe Partners LLP  
99 Spadina Avenue, 5<sup>th</sup> Floor  
Toronto, ON, M5V 3P8

and to: Ira Kagan  
Kagan Shastri LLP  
188 Avenue Road  
Toronto, ON, M5R 2J1

To Town: Town Clerk, Town of Aurora  
100 John West Way  
Aurora, ON, L4G 6J1

copies to: Denise Baker and Kim Mullin  
Weir Foulds LLP  
4100-66 Wellington Street West  
PO Box 35, Toronto-Dominion Centre  
Toronto, ON, M5K 1B7

To HGRPA: 49 Cranberry Lane  
Aurora, ON, L3G 5Y5

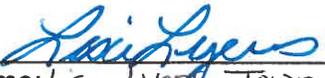
copies to: Stephen D'Agostino  
Thomson Rogers  
390 Bay Street, Suite 3100  
Toronto, ON, M5H 1W2

- 20. The Parties acknowledge that they have entered into these Minutes of Settlement freely and voluntarily, without compulsion or duress, and with the benefit of legal advice respecting their rights and obligations.
- 21. These Minutes of Settlement will be filed with the OMB.
- 22. These Minutes of Settlement may be executed in counterparts and may be delivered electronically.

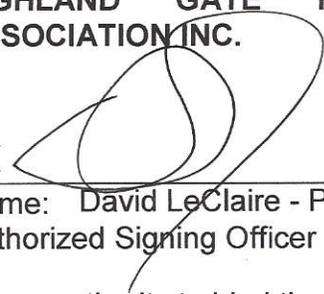
Dated at the Town of Aurora, this 17 day of November, 2016.

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|---|---|
| <p><b>HIGHLAND GATE DEVELOPMENTS INC.</b></p> <p></p> <hr/> <p>Name: Cheryl Shindruk<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> <p></p> <hr/> <p>Name: Robert Visentin<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> | <p><b>AURORA (HGD) INC.</b></p> <p></p> <hr/> <p>Name: Cheryl Shindruk<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> <p></p> <hr/> <p>Name: Robert Visentin<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> |
| <p><b>THE CORPORATION OF THE TOWN OF AURORA</b></p> <hr/> <p>Name:<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> <hr/> <p>Name:<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p>   | <p><b>HIGHLAND GATE RATE PAYERS ASSOCIATION INC.</b></p> <hr/> <p>Name:<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p> <hr/> <p>Name:<br/>Authorized Signing Officer</p> <p>I have authority to bind the corporation</p>  |

Dated at the Town of Aurora, this 17 day of November, 2016.

|   |   |
|---|---|
| <b>HIGHLAND GATE DEVELOPMENTS INC.</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation  | <b>AURORA (HGD) INC.</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation                          |
| <b>THE CORPORATION OF THE TOWN OF AURORA</b><br><br><br>Name: <u>Geoffrey Dower, Mayor</u><br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br><br>Name: <u>Lisa Lyons, Town Clerk</u><br>Authorized Signing Officer<br><br>I have authority to bind the corporation | <b>HIGHLAND GATE RATE PAYERS ASSOCIATION INC.</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation |

Dated at the Town of Aurora, this 17 day of November, 2016.

|  |  |
|--|--|
| <b>HIGHLAND GATE DEVELOPMENTS INC.</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation       | <b>AURORA (HGD) INC.</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation   |
| <b>THE CORPORATION OF THE TOWN OF AURORA</b><br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation | <b>HIGHLAND GATE RATE PAYERS ASSOCIATION INC.</b><br><br>X <br>Name: David LeClaire - President<br>Authorized Signing Officer<br><br>I have authority to bind the corporation<br><br>Name:<br>Authorized Signing Officer<br><br>I have authority to bind the corporation |

# **SCHEDULE A**



# **SCHEDULE B**



***AMENDMENT NO. 11***

***TO THE OFFICIAL PLAN***

***FOR THE TOWN OF AURORA***

**AMENDMENT NO. 11  
TO THE OFFICIAL PLAN  
FOR THE TOWN OF AURORA**

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**STATEMENT OF COMPONENTS**

***PART I – THE PREAMBLE***

1. Introduction
2. Purpose of the Amendment
3. Location
4. Basis of the Amendment

***PART II – THE AMENDMENT***

1. Introduction
2. Details of the Amendment
3. Implementation and Interpretation

## **PART I – THE PREAMBLE**

### **1. Introduction**

This part of the Official Plan Amendment No. 11 (hereinafter the “Amendment”), entitled Part I – The Preamble, explains the purpose and location of this Amendment, and provides an overview of the reasons for it. It is for explanatory purposes only and does not form part of the Amendment.

### **2. Purpose of the Amendment**

The purpose of this Amendment is to change the land use designation from “Private Parkland” and “Environmental Protection” to “Public Parkland”, “Environmental Protection”, “Stable Neighbourhood – Site Specific Policy No. 43” and “Promenade General – Site Specific Policy No. 44”. The provision of this Amendment will allow the development of 159 single detached dwelling lots; a multi-unit residential block, parkland, parkettes, open space/vistas, a trail system and environmental protection.

### **3. Location**

The lands affected by this Amendment are located between Yonge Street and Bathurst Street, approximately mid-way between Wellington Street West and Henderson Drive, municipally known as 21 Golf Links Drive; having a lot area of approximately 41 hectares (101 acres); and are legally described as Blocks 28 & 31, Plan 65M-2391 & Block 75, Plan 65M-2358, Part of Blocks 58, 59 & 60, Plan M-2034, Part of Block 7, Plan 65M-2441, Blocks 97 & 99 & Part of Blocks 96 & 100, Plan M-2035 & Block 11, Plan 65M-2036 & Block 36, Plan 65M-2198 & Blocks 67 & 71, Plan 65M-2336 & Block 54, Plan 65M-2259 & Part of Block 10, Plan 65M-2243 & Block 52, Plan 65M-3679, Town of Aurora, Regional Municipality of York (hereinafter the “Subject Lands”).

### **4. Basis of the Amendment**

The basis of the Amendment is as follows:

- 4.1 The Town undertook an Official Plan review resulting in a new Official Plan which was adopted by Town Council on September 27, 2010 and approved by the Region of York on June 28, 2012. The Town’s Official Plan came into force on August 14, 2012. The Official Plan designated the Subject Lands as “Private Parkland” and “Environmental Protection”.

- 4.2 Three Public Planning Meetings were held by the Town's Council on June 24, 2015, September 30, 2015 and October 28, 2015 to present the development proposal and obtain input from members of the public and Council. An appeal was taken to the Ontario Municipal Board, following which an OMB-led mediation took place which resulted in a revised development proposal.
- 4.3 As a result of the closure of the former golf course, and the mediated settlement, it is appropriate to consider another use of the Subject Lands. The redevelopment of land designated Private Parkland is contemplated by the Official Plan, as Policy 12.4.3 e) states that:
- “When private open space is proposed to be developed for another use, Council may require:
- i) An evaluation of the environmental impact;
  - ii) Evidence that the proposed use is compatible with the surrounding uses;
  - iii) An Official Plan, Secondary Plan and/or Zoning Bylaw amendment; and
  - iv) A Plan of Subdivision and development, including the approval of the applicable agencies.”
- 4.4 The development of the former golf course for single detached homes with the proposed lot areas and frontages and the proposed buffers and trails is compatible with the existing surrounding lands designated “Stable Neighbourhood”.
- 4.5 Site Specific policies will apply to be implemented in the zoning by-law and subdivision agreement to address urban design and built form compatibility of the Subject Lands.
- 4.6 Appropriate development of the proposed multi-unit residential block for a 5 storey plus 2 storeys as bonusing apartment building subject to the execution of a bonusing agreement under section 37 of the *Planning Act* satisfactory to the Town can be achieved through the detailed review and urban design evaluation as part of the Town's Site Plan control process.

## **PART II – THE AMENDMENT**

### **1. Introduction**

All of this part of the document entitled Part II – The Amendment, consisting of the following text and attached maps, designated as Schedule “A” (Structure Plan),

Schedule “B1” (The Aurora Promenade Secondary Plan Area), Schedule “B2” (Building Heights) and Schedule “H” (Site Specific Policy Areas) constitutes Amendment No. 11 to the Official Plan.

## **2. Details of the Amendment**

The Official Plan is hereby amended as follows:

- Item (1): “Schedule “A”, The Structure Plan, being part of the Town of Aurora Official Plan, is amended by changing the land use designation from “Private Parkland” and “Environmental Protection” to “Public Parkland”, “Environmental Protection”, “Stable Neighbourhood” and “The Aurora Promenade”, as shown on Schedule “A” to Official Plan Amendment No. 11, attached hereto and forming part of this Amendment.”
- Item (2): “Schedule “B1”, The Aurora Promenade Secondary Plan Area, being part of the Town of Aurora Official Plan, is amended by adding the “Promenade General” designation, as shown on Schedule “B” to Official Plan Amendment No. 11, attached hereto and forming part of this Amendment.”
- Item (3): “Schedule “B2”, The Aurora Promenade Building Heights, being part of the Town of Aurora Official Plan, is amended by adding the “Promenade General” designation, as shown on Schedule “C” to Official Plan Amendment No. 11, attached hereto and forming part of this Amendment.”
- Item (4): “Schedule “H”, Site Specific Policy Areas, being part of the Town of Aurora Official Plan, is amended by adding two site specific policy areas (Site Specific Policy Area – No. 43 and Site Specific Policy Area – No. 44), as shown on Schedule “E” to Official Plan Amendment No. 11, attached hereto and forming part of this Amendment.”
- Item (5): “Notwithstanding any policies to the contrary as outlined in Section 8.1 respecting the Stable Neighbourhoods designation, the following site specific policy shall apply to the lands designated as “Stable Neighbourhoods – Site Specific Policy No. 43”, within the area shown as the Subject Lands on Schedule “H” attached hereto and forming part of this Plan:
  - a) The permitted uses within the Stable Neighbourhoods – Site Specific Policy No. 43 designation shall be single-detached dwellings;

- b) All new development within the “Stable Neighbourhoods – Site Specific Policy No. 43” designation shall have a maximum of 159 lots and a maximum height of 2 storeys or 10 metres, whichever is less;
- c) All new development within the “Stable Neighbourhoods – Site Specific Policy No. 43” designation shall be consistent with Urban Design Guidelines which shall be prepared, and approved prior to any further development approvals, to the satisfaction of the Town;
- d) An interface plan shall be prepared to identify and map known areas to ensure a suitable and sensitive interface can be developed between the permitted right of way and the abutting established residential areas; and
- e) Any trail developments within the Subject Lands shall be developed and designed generally consistent with the requirements of the Aurora Trails Master Plan. However, details with respect to the classification, design standards and finish requirements shall be developed as part of the approved Urban Design Guidelines.”

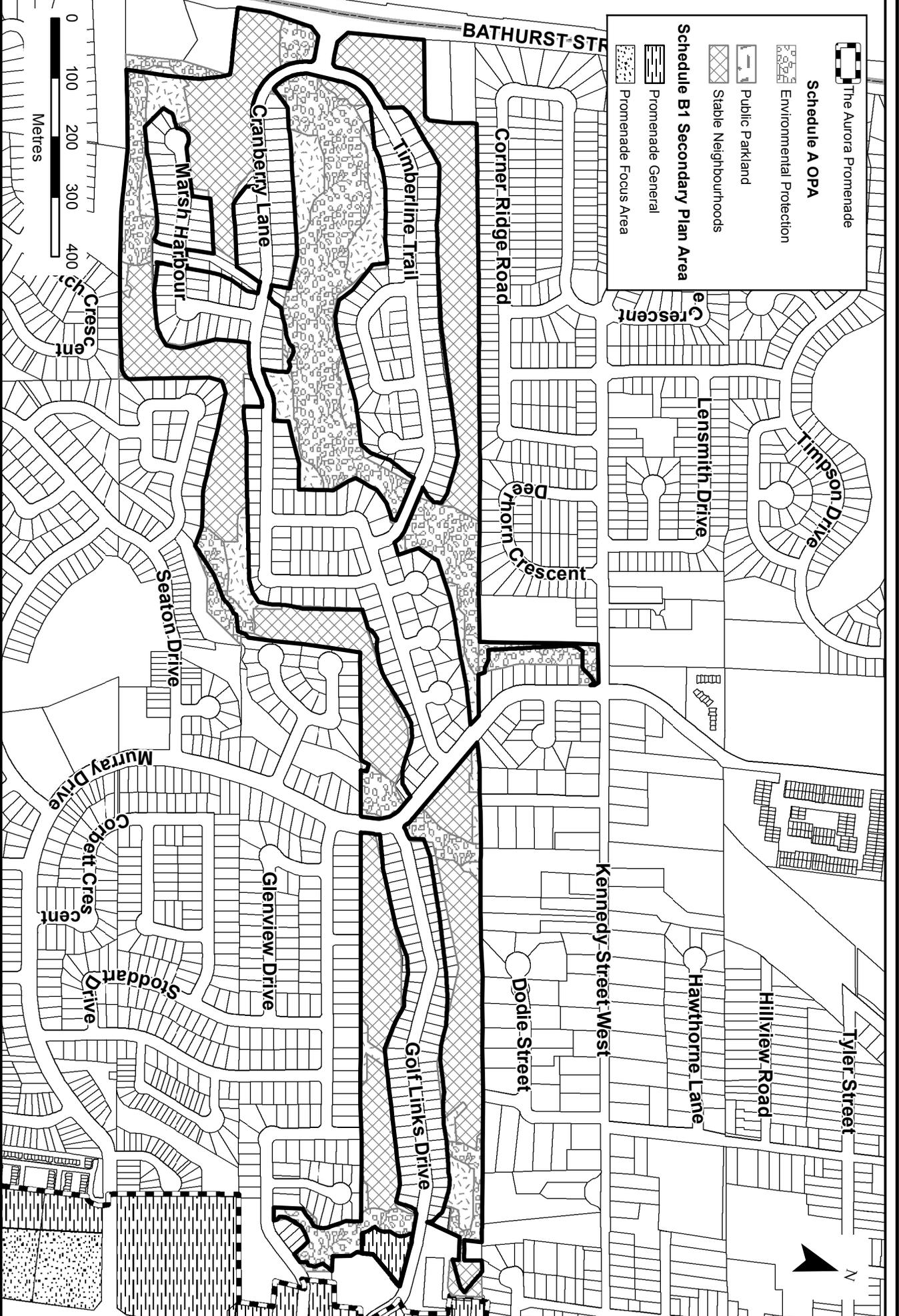
Item (6): “Notwithstanding any policies to the contrary as outlined in Sections 11.6.1 b) respecting permitted uses, 11.6.2 (a) i) respecting building heights, 11.6.2 (a) iii) respecting height and density bonus provisions, 11.6.2 (c) respecting lot coverage, 11.6.2 (d) respecting lot coverage by a surface parking lot and 11.6.2 (f) respecting setback requirements, the following site specific policy shall apply to the lands designated as “Promenade General – Site Specific Policy No. 44”, within the area shown as the Subject Lands on Schedule “H” attached hereto and forming part of this Plan:

- a) The permitted uses within the Promenade General – Site Specific Policy No. 44 designation shall be limited to Multiple-unit buildings, townhouses and apartment buildings; Institutional uses; Parking facilities at-grade and/or in structure; a variety of parks and Urban Squares; and, Public uses and public and private utilities;
- b) The minimum building height shall be 2 storeys and a maximum of 5 storeys plus 2 storeys as bonusing, subject to the execution of a bonusing agreement under section 37 of the *Planning Act* satisfactory to the Town;

- c) The maximum number of units shall be 114;
- d) Within the Promenade General – Site Specific Policy No. 44 designation, the maximum height of new development may be increased from 5 storeys by up to 2 storeys, subject to the execution of a bonusing agreement under section 37 of the *Planning Act* satisfactory to the Town, to a maximum of 7 storeys or 22.5 metres, whichever is less, through a Height Bonus, subject to the Height and Density Bonus provisions of this Plan. In addition, in order to achieve any part of the Height Bonus, the following additional requirements must be met:
  - the property in question must have a minimum frontage of 70 metres;
  - the development proposal must meet massing performance standards, including any angular planes and stepback provision that apply;
  - the development must provide a public benefit which includes, but is not limited to, heritage protection, public amenity space, public art, affordable housing, affordable artist space or streetscape improvements; and
  - the development proposal must have appropriate regard for the Aurora Promenade Concept Plan – Urban Design Strategy.
- e) The maximum lot coverage by a building or buildings on a lot shall be 35 percent;
- f) Policy 11.6.2 d) shall not apply;
- g) Policy 11.6.2 f) shall not apply;
- h) The maximum Floor Area Ratio (FAR) shall be 2.30.

### **3. Implementation**

This Amendment has been considered in accordance with the provisions of the Official Plan. The implementation of this Amendment shall be in accordance with the respective policies of the Official Plan, Zoning By-law and Draft Plan of Subdivision Conditions and where applicable, Site Plan Agreement.



**SCHEDULE "A" TO BY-LAW NUMBER 59XX-16 – OPA NO. 11**  
**SCHEDULE "A" TO THE STRUCTURE PLAN**

From "Private Parkland" and "Environmental Protection" To  
 "Private Parkland", "Environmental Protection",  
 "Stable Neighbourhood" and "The Aurora Promenade"



Map created by the Town of Aurora Planning and Building Services Department, October 6, 2016. Base data provided by York Region & the Town of Aurora.



The Aurora Promenade



Area to be added to Promenade General

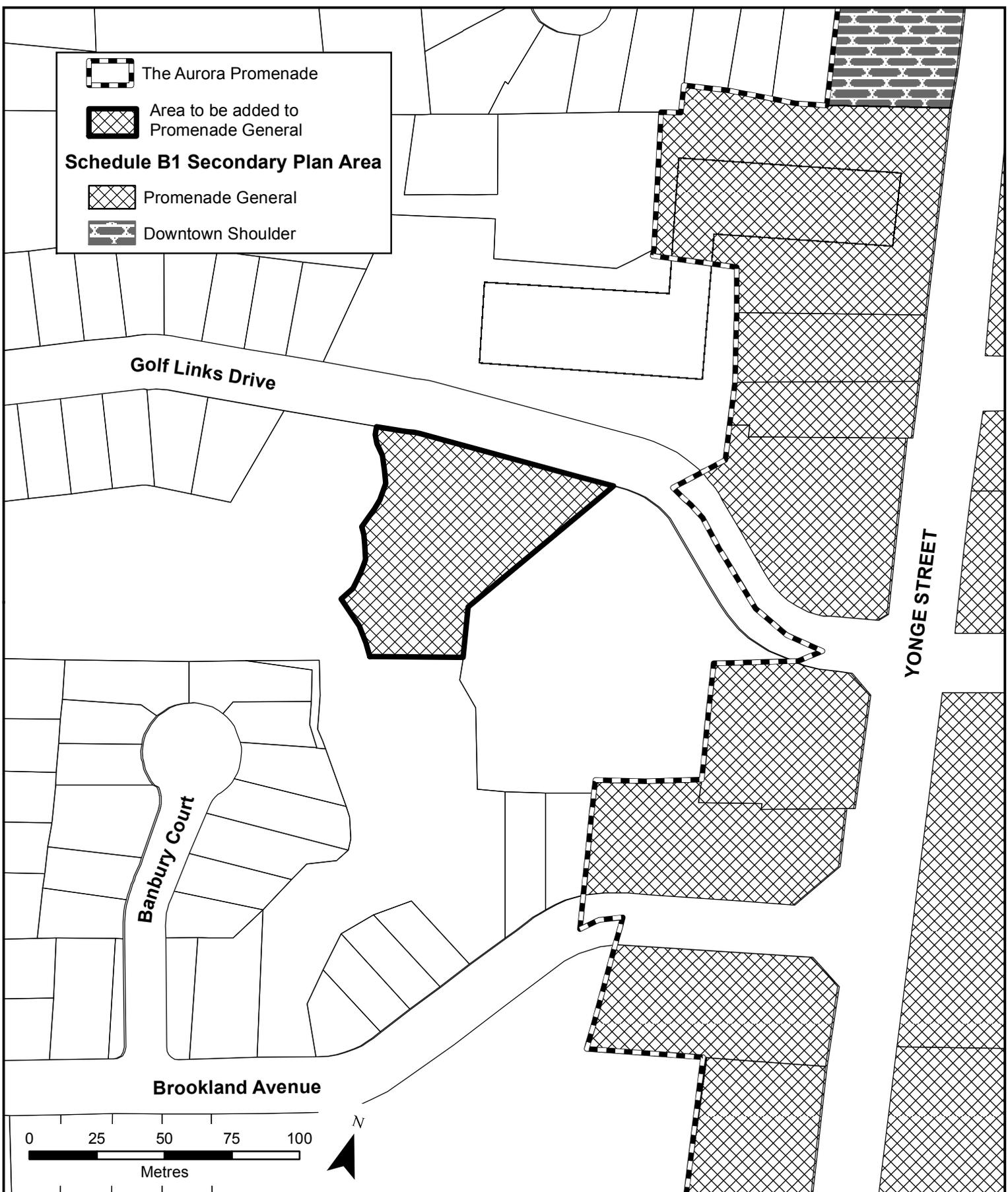
**Schedule B1 Secondary Plan Area**



Promenade General



Downtown Shoulder

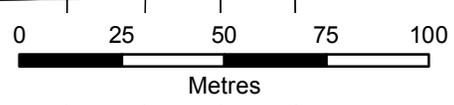


Golf Links Drive

Banbury Court

Brookland Avenue

YONGE STREET

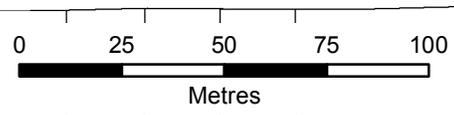
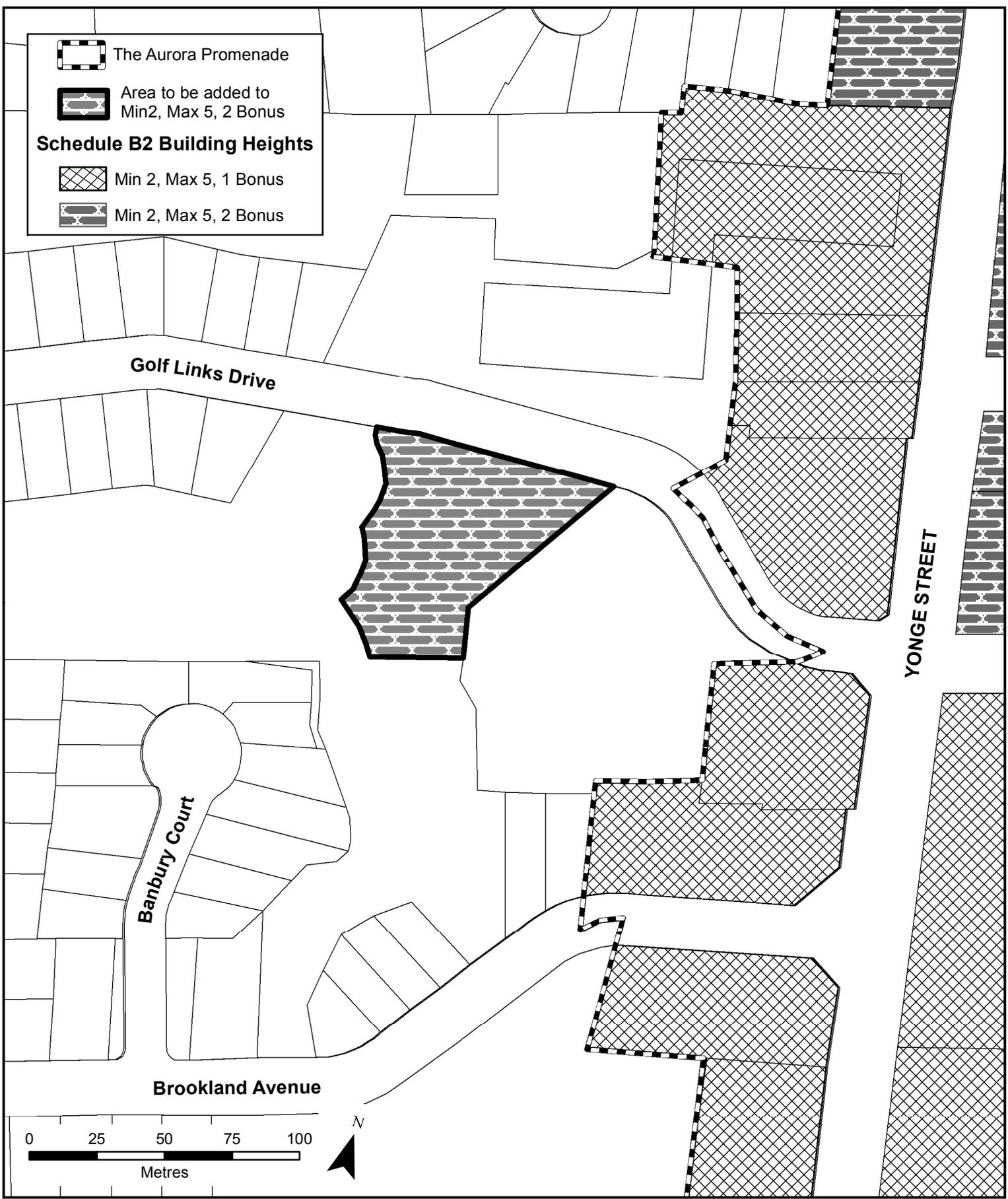


**SCHEDULE "B1" TO BY-LAW NUMBER 59XX-16 – OPA NO. 11**  
**SCHEDULE "B1" TO THE AURORA PROMENADE SECONDARY PLAN AREA**



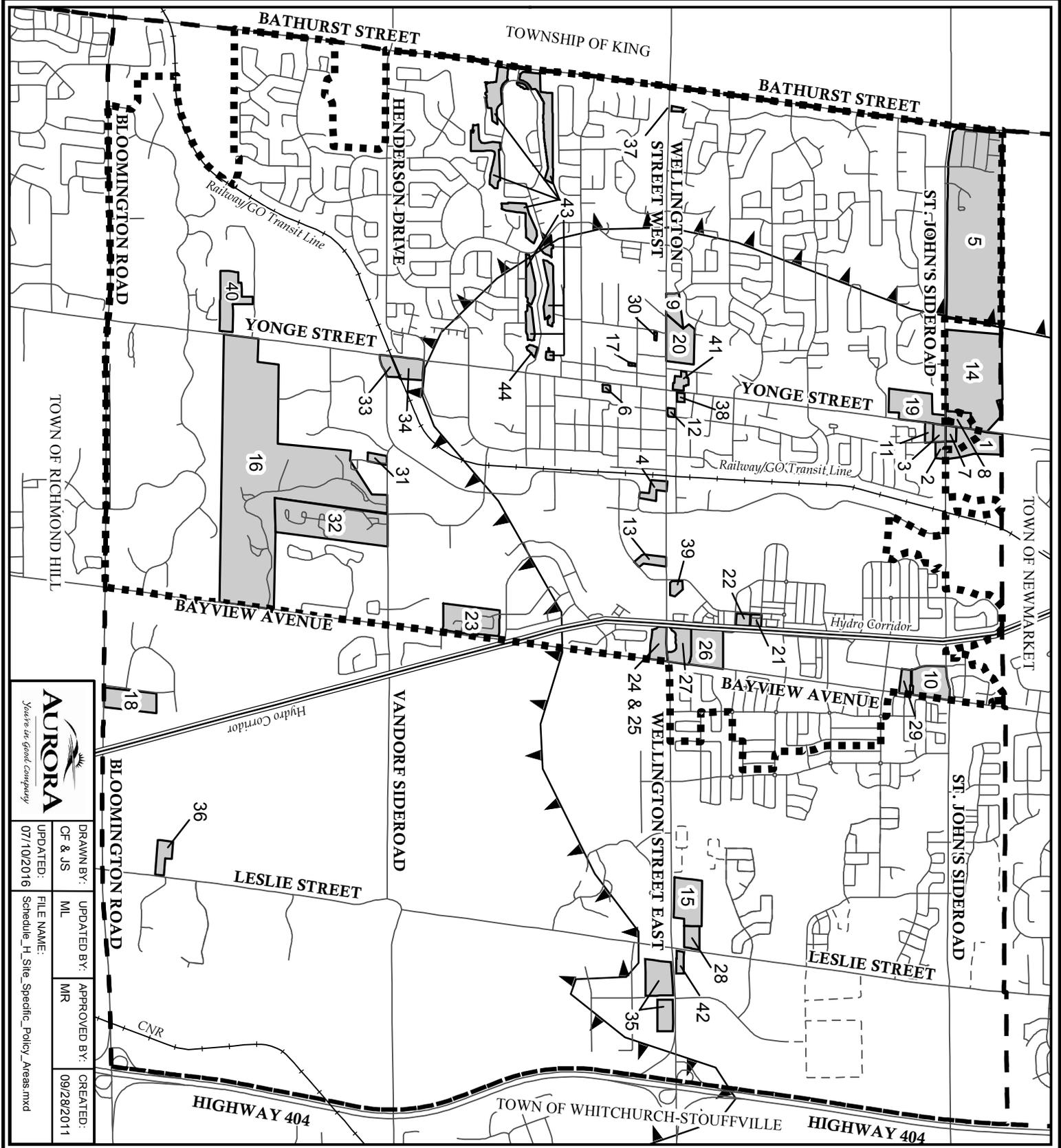
Map created by the Town of Aurora Planning and Building Services Department, October 7, 2016. Base data provided by York Region & the Town of Aurora.

 The Aurora Promenade  
 Area to be added to Min2, Max 5, 2 Bonus  
**Schedule B2 Building Heights**  
 Min 2, Max 5, 1 Bonus  
 Min 2, Max 5, 2 Bonus



**SCHEDULE "B2" TO BY-LAW NUMBER 59XX-16 – OPA NO. 11**  
**SCHEDULE "B2" TO THE AURORA PROMENADE BUILDING HEIGHTS**

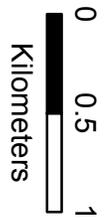
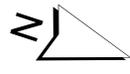




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|                     |  |
| DRAWN BY: CF & JS   | UPDATED BY: ML                                       |
| APPROVED BY: MR     | CREATED: 09/28/2014                                  |
| UPDATED: 07/10/2016 | FILE NAME: Schedule_H_Site_Specific_Policy_Areas.mxd |

**SCHEDULE "H"  
TO BY-LAW  
NUMBER 58XX-16  
- OPA NO. 11  
SCHEDULE "H"  
TO OPA NO. 11  
- SITE SPECIFIC  
POLICY AREAS**

- LEGEND**
- Municipal Boundary
  - Road
  - Proposed Road
  - Oak Ridges Moraine Boundary
  - Provincial Greenbelt
  - Boundary of Oak Ridges-McKenzie Area Under Regulation 0102
  - Built Boundary
  - Site Specific Policy Areas
  - Site Specific Policy Area



THIS SCHEDULE IS A CONSOLIDATION AND IS PREPARED FOR CONVENIENCE ONLY. FOR ACCURATE REFERENCES, THE ORIGINAL OPA SCHEDULES SHOULD BE CONSULTED. COPIES OF THE ORIGINALS ARE AVAILABLE IN THE CORPORATE & FINANCIAL SERVICES OR PLANNING & BUILDING SERVICES DEPARTMENTS.

# **SCHEDULE C**

**THE CORPORATION OF THE TOWN OF AURORA**

By-law Number XXXX-16

**BEING A BY-LAW to amend Zoning By-law Number 2213-78, as amended**

**WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, provides that the councils of local municipalities may pass zoning by-laws;

**AND WHEREAS** Section 37 of the *Planning Act* provides that the council of a local municipality may, in a by-law passed under section 34, authorize increases in the height and density of development otherwise permitted by the by-law that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law;

**AND WHEREAS** the Council of the Corporation of the Town of Aurora (the “Town”) enacted By-law Number 2213-78, including amendments thereto (the “Zoning By-law”);

**AND WHEREAS** the Council of the Town deems it necessary and expedient to further amend the Zoning By-law;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AURORA ENACTS AS FOLLOWS:**

1. THAT the Zoning By-law be and is hereby amended to replace the “Major Open Space Zone (O)”, “Major Open Space (O-2) Exception Zone” and “Oak Ridges Moraine Environmental Protection Zone (EP-ORM)” zoning categories applying to the lands shown in Schedule “A” attached hereto and forming part of this By-law with the following categories:
  - A) “Detached Dwelling First Density Residential (R1) Zone”;
  - B) “Detached Dwelling Second Density Residential (R2) Zone”;
  - C) “Detached Dwelling Second Density Residential (R2-37) Exception Zone”;
  - D) “Detached Dwelling Second Density Residential (R2-107) Exception Zone”;
  - E) “Detached Dwelling Second Density Residential (R2-108) Exception Zone”;
  - F) “Detached Dwelling Second Density Residential (R2-109) Exception Zone”;
  - G) “Detached Dwelling Second Density Residential (R2-110) Exception Zone”;
  - H) “Third Density Apartment Residential (RA3-16) Exception Zone”;
  - I) “Environmental Protection (EP-15) Exception Zone”;
  - J) “Holding (H) Zone”;
  - K) “Holding (H-1) Exception Zone”;

- L) “Institutional (I-17) Exception Zone”;
  - M) “Major Open Space (O-2) Exception Zone”; and
  - N) “Major Open Space (O-9) Exception Zone”.
2. THAT the Zoning By-law be and is hereby amended to add the following to Section 11 – Detached Dwelling Second Density Residential (R2) Zone:

**SECTION 11.XX DETACHED DWELLING SECOND DENSITY RESIDENTIAL (R2-107) EXCEPTION ZONE**

**11.XX.1.1 Uses Permitted**

In accordance with Section 11.1 hereof

**11.XX.1.2 Zone Requirements**

**11.XX.1.2.1 Lot Specifications (minimum)**

|              |                      |
|--------------|----------------------|
| Lot Area     | 460.0 m <sup>2</sup> |
| Lot Frontage | 15.0 metres          |

**11.XX.1.2.2 Siting Specifications (minimum)**

|                    |            |
|--------------------|------------|
| Front Yard         |            |
| - Main Building    | 6.0 metres |
| - Attached Garage  | 6.0 metres |
| Rear Yard          | 7.5 metres |
| Interior Side Yard | 1.5 metres |
| Exterior Side Yard | 4.5 metres |

**11.XX.1.2.3 Building Specifications**

|  |             |
|--|-------------|
| Main Building Height (maximum)             |             |
| - Two storey dwelling                      | 10.0 metres |
| - One storey dwelling with or without loft | 8.0 metres  |

|   |  |
|---|--|
| Lot Coverage (maximum)  |  |
| - Two storey dwelling   | 35.0 percent or such percentage as specified on Schedule “B” to this exception |
| - One storey dwelling with or without loft, provided that the lot frontage is 18.0 metres or more | 50.0 percent   |

Notwithstanding the provisions of Section 3.17, Building Height shall mean the vertical distance measured from the average grade at the front yard setback to the main building and any of the following:

- 1) On a flat roof, the highest point of the roof surface or the parapet, whichever is greater;
- 2) The decline of a mansard roof;
- 3) On a gabled, hip, gambrel or any other type of pitched roof the mean distance between the eaves and ridge of a roof.

Notwithstanding the provisions of Section 6.28.1.i.1.b, the maximum width of the driveway and the maximum interior garage space width shall be 6.5 metres.

Notwithstanding the provisions of Section 6.2.6i), central air conditioners and heat pumps shall not be permitted in exterior side yards.

Notwithstanding the provisions of Section 6.48.1, open sided roofed porches, uncovered terraces, porticos, patios and decks not exceeding 3 metres above grade with or without foundation and steps may project a maximum of 3.5 metres into the required rear yard. No rear decks or balconies shall be permitted above the first storey.

Notwithstanding the provisions of Section 6.48.1, a bay, bow, or box window may have a maximum width of 4.5 metres with or without foundations, and a bay, bow or box window or fireplace may project a maximum of 0.6 metres into the required front, exterior, and rear yards.

Notwithstanding the provisions of Section 6.48.1, sills, belt courses, cornices, gutters, chimneys, pilasters, eaves, parapets or canopies may project a maximum of 0.6 metres into all required yards.

Notwithstanding any other provisions to the contrary, on a corner lot where a daylighting triangle or corner rounding has been conveyed to a public authority, the flankage lot line and the front lot line shall be deemed to be the continued projection of the flankage lot line and the front lot line to a point of intersection, for the purposes of calculating the required minimum front yard and the required minimum exterior side yard requirements. Notwithstanding the provisions above, and any other provisions to the contrary, no building or structure shall be permitted to encroach within the daylighting triangle or corner rounding.

For the purpose of this exception, “portico” means “a structure consisting of a roof supported by columns, piers or pillars, attached to a building on the exterior as a porch or to cover a walkway or an entrance to a building”.

For the purpose of this exception, “loft” means “the finished portion of a building between the roof and the ceiling above the first storey, located inside the sloping roof where the maximum floor area does not exceed 50% of the floor below or 125m<sup>2</sup>, whichever is the lesser”.

### **Holding (H) Provisions**

Where a Holding (H) symbol appears on the schedule to this by-law, Council shall remove the Holding (H) symbol once the following plans have been approved and implemented to the satisfaction of the Lake Simcoe Region Conservation Authority and the Town:

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

### **SECTION 11.XX DETACHED DWELLING SECOND DENSITY RESIDENTIAL (R2-108) EXCEPTION ZONE**

#### **11.XX.1.1 Uses Permitted**

In accordance with Section 11.1 hereof

#### **11.XX.1.2 Zone Requirements**

##### **11.XX.1.2.1 Lot Specifications (minimum)**

|              |                      |
|--------------|----------------------|
| Lot Area     | 460.0 m <sup>2</sup> |
| Lot Frontage | 15.0 metres          |

##### **11.XX.1.2.2 Siting Specifications (minimum)**

|                    |            |
|--------------------|------------|
| Front Yard         |            |
| - Main Building    | 4.5 metres |
| - Attached Garage  | 6.0 metres |
| Rear Yard          | 7.5 metres |
| Interior Side Yard | 1.5 metres |
| Exterior Side Yard | 4.5 metres |

##### **11.XX.1.2.3 Building Specifications**

|  |             |
|--|-------------|
| Main Building Height (maximum)             |             |
| - Two storey dwelling                      | 10.0 metres |
| - One storey dwelling with or without loft | 8.0 metres  |

|                        |  |
|------------------------|--|
| Lot Coverage (maximum) |  |
| - Two storey dwelling  | 35.0 percent or such percentage as specified on Schedule "B" to this exception |

- One storey dwelling with or without 50.0 percent loft, provided that the lot frontage is 18.0 metres or more

Notwithstanding the provisions of Section 3.17, Building Height shall mean the vertical distance measured from the average grade at the front yard setback to the main building and any of the following:

- 1) On a flat roof, the highest point of the roof surface or the parapet, whichever is greater;
- 2) The deckline of a mansard roof;
- 3) On a gabled, hip, gambrel or any other type of pitched roof the mean distance between the eaves and ridge of a roof.

Notwithstanding the provisions of Section 6.28.1.i.1.b, the maximum width of the driveway and the maximum interior garage space width shall be 6.5 metres.

Notwithstanding the provisions of Section 6.2.6i), central air conditioners and heat pumps shall not be permitted in exterior side yards.

Notwithstanding the provisions of Section 6.48.1, on lots with a depth of less than 32 metres, open sided roofed porches, uncovered terraces, porticos, patios, steps and decks not exceeding 3 metres above grade with or without foundation may project into the required front and exterior side yards to a maximum of 2 metres and provided that no part is located closer than 2.5 metres to the front lot line.

Notwithstanding the provisions of Section 6.48.1, open sided roofed porches, uncovered terraces, porticos, patios and decks not exceeding 3 metres above grade with or without foundation and steps may project a maximum of 3.5 metres into the required rear yard. No rear decks or balconies shall be permitted above the first storey.

Notwithstanding the provisions of 6.48.1, a bay, bow, or box window may have a maximum width of 4.5 metres with or without foundations, and a bay, bow or box window or fireplace may project a maximum of 0.6 metres into the required front, exterior, and rear yards.

Notwithstanding the provisions of Section 6.48.1, sills, belt courses, cornices, gutters, chimneys, pilasters, eaves, parapets or canopies may project a maximum of 0.6 metres into all required yards.

Notwithstanding any other provisions to the contrary, on a corner lot where a daylighting triangle or corner rounding has been conveyed to a public authority, the flankage lot line and the front lot line shall be deemed to be the continued projection of the flankage lot line and the front lot line to a point of intersection, for the purposes of calculating the required minimum front yard and the required minimum exterior side yard requirements. Notwithstanding the provisions above, and any other provisions to the contrary, no building or structure shall be permitted to

encroach within the daylighting triangle or corner rounding.

For the purpose of this exception, “portico” means “a structure consisting of a roof supported by columns, piers or pillars, attached to a building on the exterior as a porch or to cover a walkway or an entrance to a building”.

For the purpose of this exception, “loft” means “the finished portion of a building between the roof and the ceiling above the first storey, located inside the sloping roof where the maximum floor area does not exceed 50% of the floor below or 125m<sup>2</sup>, whichever is the lesser”.

**SECTION 11.XX DETACHED DWELLING SECOND DENSITY RESIDENTIAL (R2-109) EXCEPTION ZONE**

**11.XX.1.1** The zone provisions shall be the same as for the Detached Dwelling Second Density Residential (R2-107) Exception Zone, except that the minimum lot frontage shall be 25.0 metres.

**SECTION 11.XX DETACHED DWELLING SECOND DENSITY RESIDENTIAL (R2-110) EXCEPTION ZONE**

**11.XX.1.1** The zone provisions shall be the same as for the Detached Dwelling Second Density Residential (R2-107) Exception Zone, except that the minimum lot frontage shall be 20.0 metres.

3. THAT the Zoning By-law be and is hereby amended to add the following to Section 18 – Detached Dwelling Third Density Apartment Residential (RA3) Zone:

**SECTION 18.XX THIRD DENSITY APARTMENT RESIDENTIAL (RA3-16) EXCEPTION ZONE**

**18.XX.1** The lands zoned RA3-16 on Schedule “A” may be used for no other use than one apartment building, permitted in accordance with the following standards.

**18.XX.2 Lot Specifications**

Minimum Lot Frontage 70.0 metres

**18.XX.3 Siting Specifications**

Minimum Front Yard 9.0 metres  
Minimum Side Yard (West) 2.0 metres  
Minimum Side Yard (South) 9.0 metres  
Minimum Side Yard (East) 8.5 metres

**18.XX.4 Building Specifications**

Maximum Number of Dwelling Units 114  
Minimum Floor Area per Dwelling Unit

|                      |  |
|----------------------|--|
| 1 bedroom            | 50.0 sq m  |
| 2 bedrooms           | 65.0 sq m  |
| 3 bedrooms           | 75.0 sq m  |
| Maximum Lot Coverage | 35.0 %   |
| Maximum Height       | 5 storeys plus 2 storeys as a Height Bonus to a maximum of 22.5 metres |

**Amenity Area**

Notwithstanding the provisions of Section 7.2, the required amenity area shall be subject to the following provisions:

A minimum of eighteen (18) square metres per suite (dwelling unit) and no individual component of the total Amenity Area shall be less than two (2) metres by two (2) metres.

Amenity area requirement may be provided indoor or outdoor and it may be permitted above grade level.

**Height**

Notwithstanding the provisions of Section 6.20, a maximum building height of 5 storeys plus 2 storeys as a Height Bonus shall be permitted to a maximum height of 22.5 metres. Notwithstanding the provisions of Section 3.17, in calculating the height of a building, any construction used as an ornamental roof structure or for the mechanical operation of the building such as a chimney, tower, cupola, or mechanical penthouse shall not be included, and any such structure shall not exceed 5 metres above the roof of the building. Mechanical penthouses shall be required to be setback a minimum of 1 metre from the edge of the floor below.

**Height Bonus**

In order to permit the Height Bonus referred to in this exception, zoning compliance shall be dependent upon the registration on title of an agreement pursuant to section 37 of the *Planning Act* to secure the following facilities, services or matters:

- i. to construct the Highland Gate Integrated Trails and Open Space System with works and improvements to a value equivalent to the sum of:
  - (a) the Park Development component of the Town’s development charge for dwelling units to be constructed on the lands subject to the R2-107, R2-108, R2-109, R2-110 and RA3-16 Exception Zones, subject to credit being given by the Town to the owner; and
  - (b) a contribution of \$3,000 per dwelling unit for a maximum of 273 dwelling units to be constructed on the lands subject to the R2-107, R2-108, R2-109, R2-110 and RA3-16 Exception Zones.

### **Parking**

Notwithstanding the provisions of Section 6.26, vehicle manoeuvring space for 90 degree parking stalls shall be a minimum of 6.6 metres.

### **Off Site Visitor Parking Permitted**

Notwithstanding the provisions of Section 6.26.1.2, part but not all of the required visitor parking for a use on a part of the lot legally described as Part of the North Half of Lot 77, Part of Lot 78 and Part of the South Half of Lot 79, Concession 1 (Geographic Township of King, County of York) may be provided on one or more other lots upon which the use is not located, subject to:

- i. The off-site portion of the parking being implemented through a site plan agreement with the Town and any permanent easements or rights of way, required to secure public access to and the availability of such parking, having been obtained;
- ii. Off-site parking shall not be located further than 300 metres from the lot upon which the use for which the off-site parking is provided is located.

### **Holding (H) Provisions**

Where a Holding (H) symbol appears on the schedule to this by-law, Council shall remove the Holding (H) symbol when the following conditions have been satisfied:

1.
  - a. The Town of Aurora approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or
  - b. 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 to permit the plan registration; or
  - c. 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;
2. A detailed cut/fill and floodplain analysis demonstrating no increase in upstream or downstream flooding or erosion;
3. A detailed phased removal plan for the on-line control structure within Tannery Creek; and
4. A natural channel design and restoration plan for the altered watercourse, upstream and downstream of the removed on-line control structure within Tannery Creek.

4. THAT the Zoning By-law be and is hereby amended by deleting Section 31.3.2 and replacing it with the following:

**SECTION 31.3.2 MAJOR OPEN SPACE (O-2) EXCEPTION ZONE**

That lands shown zoned O-2 Major Open Space Exception may only be used for a parking lot and/or outdoor amenity space that is accessory to a residential apartment building that is located within 300 metres and the Zone Requirements in Section 31.2 shall not apply to such uses, provided that a continuous landscaped strip of not less than 3 metres in width shall be provided along the northerly property line of the site. This area shall be planted with suitable trees of not less than 3 metres in height so as to screen the parking areas and outdoor amenity space from the adjoining residential land.

5. THAT the Zoning By-law be and is hereby amended to add the following to Section 32 – Holding (H) Zone:

**SECTION 32.3 EXCEPTIONS**

**SECTION 32.3.1 HOLDING (H-1) EXCEPTION ZONE**

The lands shown zoned H-1 Exception shall be combined with the lands to the west zoned H for the purpose of performance standards; however, the lands zoned H-1 Exception shall only be used for a continuous landscaped strip for the purpose of providing a 3 metre wide landscaped buffer.

6. THAT all other terms, provisions, and existing amendments of the Zoning By-law remain the same.
7. THAT this By-law shall come into full force subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and subject to compliance with such provisions, this By-law will take effect from the date of final passage hereof.

READ A FIRST AND SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Geoffrey Dawe, Mayor

\_\_\_\_\_  
Patty Thoma, Deputy Town Clerk

## **Explanatory Note**

RE: Zoning By-law Number XXXX-16

By-law Number XXXX-16 has the following purpose and effect:

To amend By-law Number 2213-78, as amended, being the Zoning By-law in effect in the Town of Aurora, to rezone the subject sites from “Major Open Space Zone (O)”, Major Open Space (O-2) Exception Zone” and “Oak Ridges Moraine Environmental Protection Zone (EP-ORM)” to “Detached Dwelling First Density Residential Zone (R1)”, “Detached Dwelling Second Density Residential Exception Zone (R2/R2-37/R2-107/R2-108/R2-109/R2-110)”, “Third Density Apartment Residential Exception Zone (RA3-16)”, “Environmental Protection Exception Zone (EP-15)”, “Holding (H) Zone”, “Holding Exception Zone (H-1)”, “Institutional Exception Zone (I-17)”, “Major Open Space Exception Zone (O-2)” and “Major Open Space Exception Zone (O-9)”. The rezoning will permit single detached and high density residential dwelling units.



**SCHEDULE "B" TO BY-LAW NUMBER XXXX-16**  
**THE TOWN OF AURORA**  
**THE REGIONAL MUNICIPALITY OF YORK**

LOCATION:

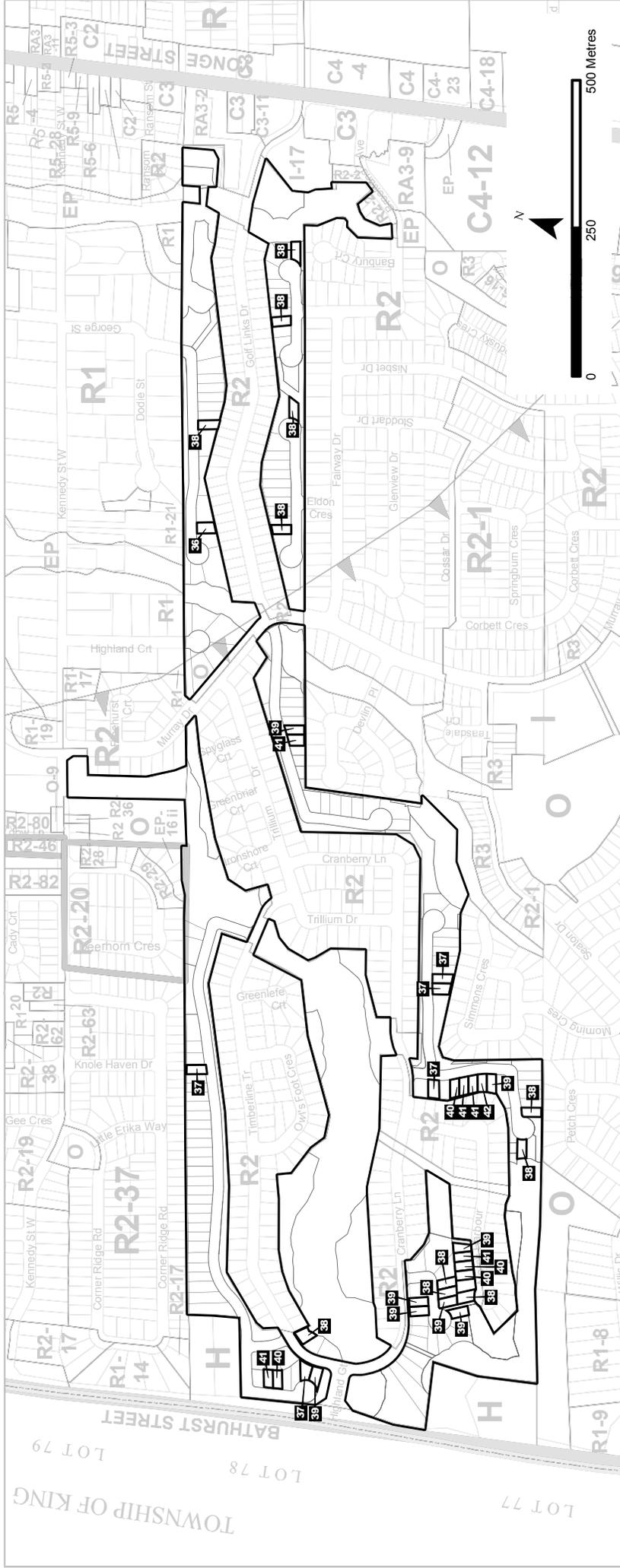
PART OF THE NORTH HALF OF LOT 77, PART OF LOT 78 AND PART OF THE SOUTH HALF OF LOT 79, CONCESSION 1  
 (GEOGRAPHIC TOWNSHIP OF KING, COUNTY OF YORK), MUNICIPALLY KNOWN AS 21 GOLF LINKS DRIVE



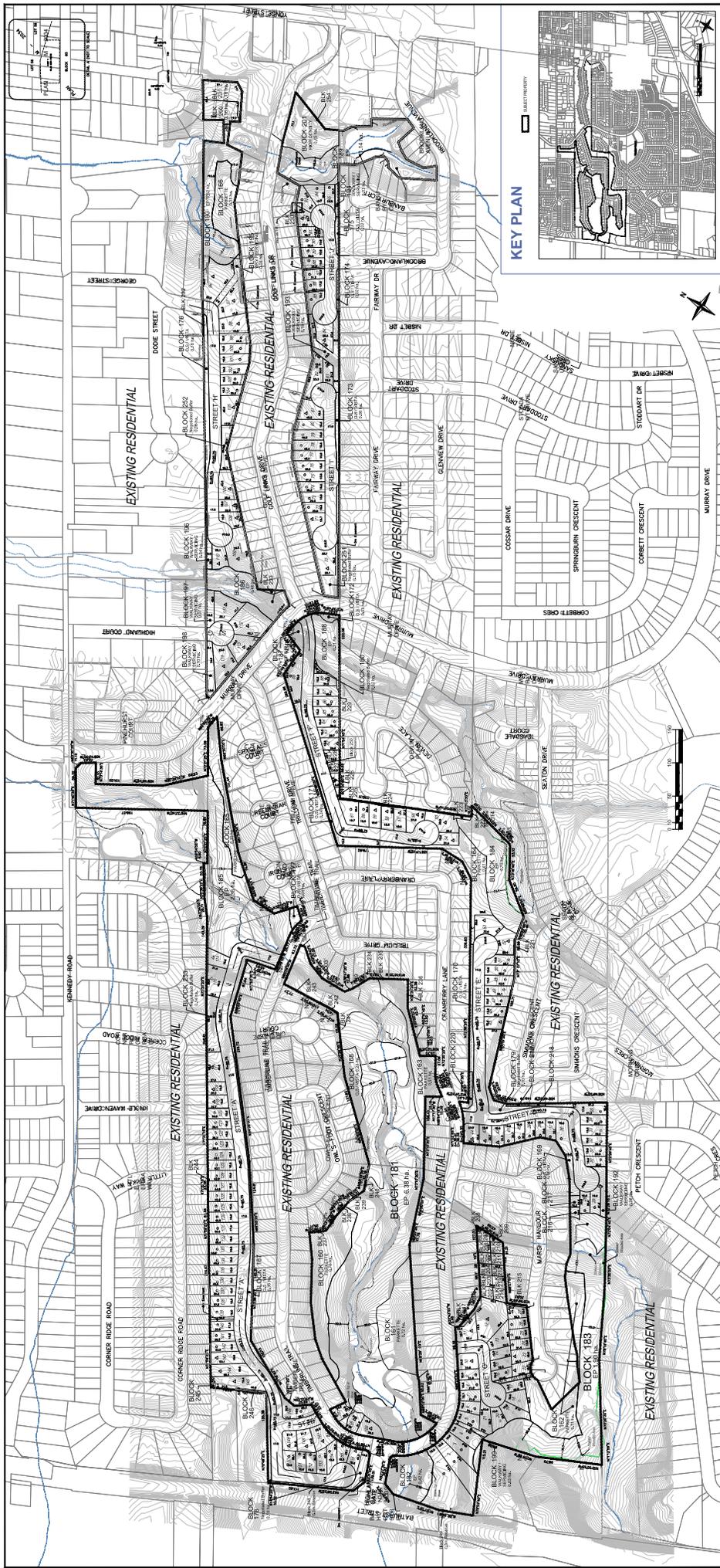
LOTS THAT REQUIRE SITE SPECIFIC COVERAGE



SITE SPECIFIC COVERAGE FOR LOTS



# **SCHEDULE D**



**Block 28 & 31, Plan 65M-2391 & Block 75, Plan 65M-2358, Part of Blocks 58, 59 & 60, Plan M-2034, Part of Block 7, Plan 65M-2441, Blocks 97 & 99 & Part of Blocks 96 & 100, Plan M-2035 & Block 11, Plan M-2036 & Block 36, Plan 65M-2198 & Blocks 67 & 71, Plan 65M-2336 & Block 54, Plan 65M-2259 & Part of Block 10, Plan 65M-2243 & Block 52, Plan 65M-3679**  
**Town of Aurora**  
**Regional Municipality of York**

**ADDITIONAL INFORMATION**  
 AS REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT, CHAPTER P.13 (R.S.O. 1990.)  
 (a), (b), (c), (d), (e), (f), (g), (h) - As shown on the Draft Plan.  
 (c) - As shown on the Draft and Key Plan.  
 (d) - Land to be used in accordance with the Schedule of Land Use.  
 (h), (k) - Full municipal services to be provided.  
 NOTE: Contours relate to Canadian Geodetic Datum.  
 Contour interval is 1m with 0.5m interpolated.  
 All corner radii on locals are 0.5m.

**SCHEDULE OF LAND USE**

| LOT/BLOCK                | LAND USE   | UNITS      | AREA (HA)    |
|--------------------------|--|------------|--------------|
| 1-159                    | Min. 18.0m Single Family Detached                  | 22         | 12.43        |
| 160-188                  | Min. 15.0m Single Family Detached                  | 107        | 55.83        |
| 189-198                  | Rowing / Seasonal Blocks                           | 0          | 0.00         |
| 200-201                  | 7 Storey High Density Block - Existing Parking Lot | 0          | 0.00         |
| 242-250                  | 0.5m (FT) Reserves                                 | 0          | 0.00         |
| 251-252                  | 0.2m (FT) Reserves                                 | 0          | 0.00         |
| <b>TOTAL DEVELOPABLE</b> |  | <b>129</b> | <b>68.23</b> |
| 160-171                  | Open Space / Parks                                 |            | 1.54         |
| 197-198, 251-253         | Environmental Protection                           |            | 14.40        |
| 202-207, 254             | Future Conveyances to Neighbours                   |            | 0.35         |
| <b>TOTAL SITE AREA</b>   |  | <b>129</b> | <b>84.52</b> |

**OWNER'S AUTHORIZATION**  
 I hereby authorize Malone Given Parsons Ltd. to prepare and submit this Draft Plan of Subdivision to the Town of Aurora.

See Original  
 Malone Given Parsons Inc.  
 140 Renfrew Drive, Suite 201  
 Markham, Ontario, L3R 8B3  
 Tel: (905) 513-0170  
 www.mgpa.ca

See Original  
 Date

**SURVEYOR'S CERTIFICATE**  
 I hereby certify that the boundaries of the lands to be subdivided as shown on this Plan and their relationship to the adjacent lands are accurately and correctly shown.

See Original  
 Paul Edward, O.L.S.  
 Realty-Pentek & Edward Surveying Ltd.

See Original  
 Date

**Prepared for:**  
**HIGHLAND GATE DEVELOPMENTS INC.**  
 3190 Steeles Avenue East, Suite 300  
 Markham, Ontario, L3R 1G9  
 (905) 477-1177

**Prepared by:**  
**MALONE GIVEN PARSONS LTD.**  
 140 Renfrew Drive, Suite 201  
 Markham, Ontario, L3R 8B3  
 Tel: (905) 513-0170  
 www.mgpa.ca

Date: February 24, 2015  
 Project No: 14-2260  
 Scale: 1:1000  
 Date: February 24, 2015  
 Revisions Schedule of Land Use: MS  
 Reformatting of Land Use Table: DR  
 Reverse Alignment of S1's and J: DR  
 Add Open Space and Walkway Block: DR  
 Reverse Conveyance Blocks: DR  
 Reverse Blocks: DR

# **SCHEDULE E**



Units with Less Than 32.0m Depth on One or Both Sides on New Roads

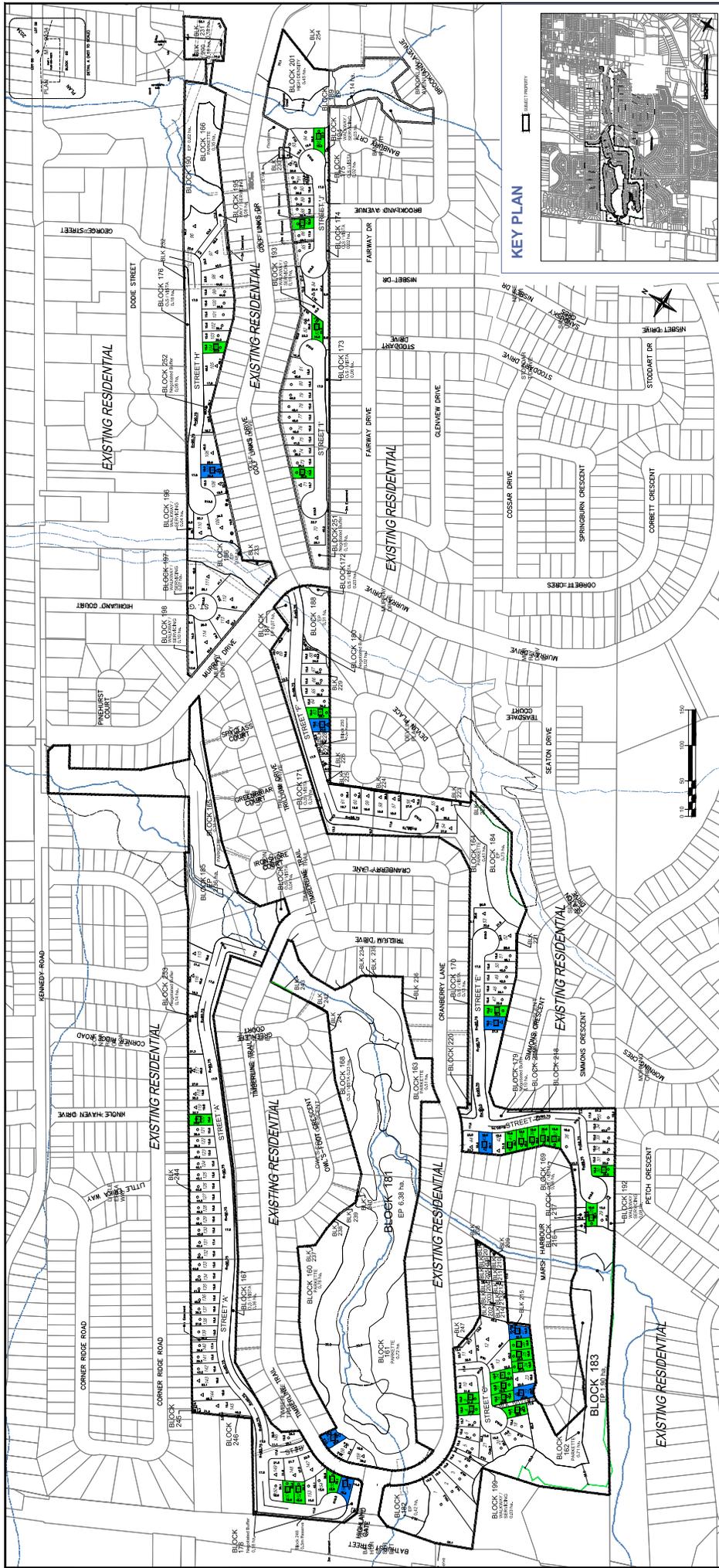
52 Units

HIGHLAND GATE DEVELOPMENTS INC.  
 3190 Steeles Avenue East, Suite 300  
 Markham, Ontario L3R 1G9  
 (905) 477-1177

Prepared by:  
**MALONE GIVEN PARSONS LTD.**  
 140 Renfrew Drive, Suite 201  
 Markham, Ontario L3R 6B5  
 Tel: (905) 513-0170  
 www.mgp.ca

Date: October 24, 2016  
 Project No: 14-2260

# **SCHEDULE F-1**



## HIGHLAND GATE REVISED COVERAGE MAP

### Legend:

- 50' Lots Which Require Site Specific Coverage for Two-Storey Homes
- 60' Lots Which Require Site Specific Coverage for Two-Storey Homes
- 36 Percent of Coverage

All Other Lots  
 60' Lots @ 50% For Bungalow's (Otherwise 35% Coverage Applies for 50' and 60' lots)

As per mediation discussions, where the minimum lot coverage required is a whole number (e.g. 36.0%), an additional percentage point is being requested in order to ensure the lot complies. Where the minimum lot coverage required is not a whole number (e.g. 36.1%), the number is rounded up and a percentage point is added in order to ensure that the lot complies.

Prepared for:  
**HIGHLAND GATE DEVELOPMENTS INC.**  
 3190 Steeles Avenue East, Suite 300  
 Markham, Ontario, L3R 1G9  
 (905) 477-1177

Prepared by:  
**MALONE GIVEN PARSONS LTD.**  
 140 Renfrew Drive, Suite 201  
 Markham, Ontario, L3R 6B3  
 Tel: (905) 513-0770  
 www.mgpi.ca

Date: October 24, 2016  
 Project No: 14-2260

# **SCHEDULE F-2**

**HGDI Lot Area and Coverage Analysis**

| Lot | Lot Type | Lot Area (ha) | Two Storey Coverage (50') <sup>(1)</sup> | Two Storey Coverage (60') <sup>(1)</sup> | Bungalow Coverage <sup>(2)</sup> |
|-----|----------|---------------|--|--|----------------------------------|
| 1   | 50       | 0.431         | 35.0%                                    |  |                                  |
| 2   | 50       | 0.196         | 35.0%                                    |  |                                  |
| 3   | 50       | 0.111         | 35.0%                                    |  |                                  |
| 4   | 50       | 0.097         | 35.0%                                    |  |                                  |
| 5   | 50       | 0.066         | 35.0%                                    |  |                                  |
| 6   | 50       | 0.057         | 35.0%                                    |  |                                  |
| 7   | 50       | 0.054         | 35.0%                                    |  |                                  |
| 8   | 50       | 0.050         | 39.0%                                    |  |                                  |
| 9   | 50       | 0.050         | 39.0%                                    |  |                                  |
| 10  | 60       | 0.075         |  | 35.0%                                    | 50.0%                            |
| 11  | 60       | 0.090         |  | 35.0%                                    | 50.0%                            |
| 12  | 60       | 0.231         |  | 35.0%                                    | 50.0%                            |
| 13  | 50       | 0.089         | 35.0%                                    |  |                                  |
| 14  | 50       | 0.050         | 38.0%                                    |  |                                  |
| 15  | 50       | 0.050         | 38.0%                                    |  |                                  |
| 16  | 50       | 0.049         | 39.0%                                    |  |                                  |
| 17  | 50       | 0.050         | 39.0%                                    |  |                                  |
| 18  | 50       | 0.078         | 35.0%                                    |  |                                  |
| 19  | 50       | 0.082         | 35.0%                                    |  |                                  |
| 20  | 50       | 0.064         | 35.0%                                    |  |                                  |
| 21  | 50       | 0.076         | 35.0%                                    |  |                                  |
| 22  | 60       | 0.054         |  | 38.0%                                    | 50.0%                            |
| 23  | 60       | 0.062         |  | 35.0%                                    | 50.0%                            |
| 24  | 50       | 0.049         | 40.0%                                    |  |                                  |
| 25  | 50       | 0.048         | 40.0%                                    |  |                                  |
| 26  | 50       | 0.047         | 41.0%                                    |  |                                  |
| 27  | 60       | 0.053         |  | 39.0%                                    | 50.0%                            |
| 28  | 50       | 0.051         | 38.0%                                    |  |                                  |
| 29  | 50       | 0.059         | 35.0%                                    |  |                                  |
| 30  | 50       | 0.051         | 38.0%                                    |  |                                  |

HGDI October 24, 2016 Draft Plan

|    |    |       |       |       |       |
|----|----|-------|-------|-------|-------|
| 31 | 50 | 0.054 | 35.0% |       |       |
| 32 | 50 | 0.059 | 35.0% |       |       |
| 33 | 50 | 0.062 | 35.0% |       |       |
| 34 | 50 | 0.063 | 35.0% |       |       |
| 35 | 50 | 0.085 | 35.0% |       |       |
| 36 | 50 | 0.098 | 35.0% |       |       |
| 37 | 50 | 0.050 | 39.0% |       |       |
| 38 | 50 | 0.046 | 42.0% |       |       |
| 39 | 50 | 0.046 | 41.0% |       |       |
| 40 | 50 | 0.047 | 41.0% |       |       |
| 41 | 50 | 0.048 | 40.0% |       |       |
| 42 | 60 | 0.058 |       | 35.0% | 50.0% |
| 43 | 60 | 0.057 |       | 37.0% | 50.0% |
| 44 | 60 | 0.070 |       | 35.0% | 50.0% |
| 45 | 60 | 0.055 |       | 37.0% | 50.0% |
| 46 | 50 | 0.053 | 37.0% |       |       |
| 47 | 50 | 0.058 | 35.0% |       |       |
| 48 | 50 | 0.063 | 35.0% |       |       |
| 49 | 50 | 0.069 | 35.0% |       |       |
| 50 | 50 | 0.070 | 35.0% |       |       |
| 51 | 50 | 0.062 | 35.0% |       |       |
| 52 | 60 | 0.103 |       | 35.0% | 50.0% |
| 53 | 60 | 0.113 |       | 35.0% | 50.0% |
| 54 | 60 | 0.062 |       | 35.0% | 50.0% |
| 55 | 60 | 0.113 |       | 35.0% | 50.0% |
| 56 | 60 | 0.078 |       | 35.0% | 50.0% |
| 57 | 60 | 0.067 |       | 35.0% | 50.0% |
| 58 | 60 | 0.065 |       | 35.0% | 50.0% |
| 59 | 60 | 0.066 |       | 35.0% | 50.0% |
| 60 | 50 | 0.057 | 35.0% |       |       |
| 61 | 50 | 0.089 | 35.0% |       |       |
| 62 | 60 | 0.050 |       | 41.0% | 50.0% |
| 63 | 50 | 0.050 | 39.0% |       |       |
| 64 | 50 | 0.057 | 35.0% |       |       |

HGDI October 24, 2016 Draft Plan

|    |    |       |       |       |       |
|----|----|-------|-------|-------|-------|
| 65 | 50 | 0.062 | 35.0% |       |       |
| 66 | 50 | 0.063 | 35.0% |       |       |
| 67 | 50 | 0.059 | 35.0% |       |       |
| 68 | 50 | 0.059 | 35.0% |       |       |
| 69 | 50 | 0.141 | 35.0% |       |       |
| 70 | 60 | 0.123 |       | 35.0% | 50.0% |
| 71 | 60 | 0.072 |       | 35.0% | 50.0% |
| 72 | 50 | 0.051 | 38.0% |       |       |
| 73 | 50 | 0.056 | 35.0% |       |       |
| 74 | 50 | 0.062 | 35.0% |       |       |
| 75 | 50 | 0.067 | 35.0% |       |       |
| 76 | 50 | 0.073 | 35.0% |       |       |
| 77 | 50 | 0.076 | 35.0% |       |       |
| 78 | 50 | 0.074 | 35.0% |       |       |
| 79 | 50 | 0.072 | 35.0% |       |       |
| 80 | 50 | 0.067 | 35.0% |       |       |
| 81 | 60 | 0.093 |       | 35.0% | 50.0% |
| 82 | 50 | 0.115 | 35.0% |       |       |
| 83 | 50 | 0.051 | 38.0% |       |       |
| 84 | 60 | 0.091 |       | 35.0% | 50.0% |
| 85 | 50 | 0.061 | 35.0% |       |       |
| 86 | 50 | 0.054 | 35.0% |       |       |
| 87 | 50 | 0.051 | 38.0% |       |       |
| 88 | 50 | 0.056 | 35.0% |       |       |
| 89 | 50 | 0.056 | 35.0% |       |       |
| 90 | 50 | 0.057 | 35.0% |       |       |
| 91 | 50 | 0.055 | 35.0% |       |       |
| 92 | 60 | 0.059 |       | 35.0% | 50.0% |
| 93 | 50 | 0.068 | 35.0% |       |       |
| 94 | 50 | 0.069 | 35.0% |       |       |
| 95 | 50 | 0.051 | 38.0% |       |       |
| 96 | 60 | 0.209 |       | 35.0% | 50.0% |
| 97 | 60 | 0.164 |       | 35.0% | 50.0% |
| 98 | 60 | 0.114 |       | 35.0% | 50.0% |

HGDI October 24, 2016 Draft Plan

|     |    |       |       |       |  |
|-----|----|-------|-------|-------|--|
| 99  | 50 | 0.071 | 35.0% |       |  |
| 100 | 50 | 0.072 | 35.0% |       |  |
| 101 | 50 | 0.070 | 35.0% |       |  |
| 102 | 50 | 0.065 | 35.0% |       |  |
| 103 | 50 | 0.058 | 35.0% |       |  |
| 104 | 50 | 0.051 | 38.0% |       |  |
| 105 | 60 | 0.109 | 35.0% | 50.0% |  |
| 106 | 60 | 0.106 | 35.0% | 50.0% |  |
| 107 | 60 | 0.057 | 36.0% | 50.0% |  |
| 108 | 60 | 0.071 | 35.0% | 50.0% |  |
| 109 | 60 | 0.199 | 35.0% | 50.0% |  |
| 110 | 60 | 0.075 | 35.0% | 50.0% |  |
| 111 | 60 | 0.141 | 35.0% | 50.0% |  |
| 112 | 60 | 0.220 | 35.0% | 50.0% |  |
| 113 | 60 | 0.117 | 35.0% | 50.0% |  |
| 114 | 60 | 0.159 | 35.0% | 50.0% |  |
| 115 | 60 | 0.072 | 35.0% | 50.0% |  |
| 116 | 60 | 0.114 | 35.0% | 50.0% |  |
| 117 | 60 | 0.112 | 35.0% | 50.0% |  |
| 118 | 60 | 0.058 | 35.0% | 50.0% |  |
| 119 | 60 | 0.062 | 35.0% | 50.0% |  |
| 120 | 50 | 0.052 | 37.0% |       |  |
| 121 | 50 | 0.055 | 35.0% |       |  |
| 122 | 50 | 0.058 | 35.0% |       |  |
| 123 | 50 | 0.061 | 35.0% |       |  |
| 124 | 50 | 0.064 | 35.0% |       |  |
| 125 | 50 | 0.067 | 35.0% |       |  |
| 126 | 50 | 0.067 | 35.0% |       |  |
| 127 | 50 | 0.068 | 35.0% |       |  |
| 128 | 50 | 0.070 | 35.0% |       |  |
| 129 | 50 | 0.070 | 35.0% |       |  |
| 130 | 50 | 0.071 | 35.0% |       |  |
| 131 | 50 | 0.079 | 35.0% |       |  |
| 132 | 50 | 0.071 | 35.0% |       |  |

|     |    |       |       |       |       |
|-----|----|-------|-------|-------|-------|
| 133 | 50 | 0.070 | 35.0% |       |       |
| 134 | 50 | 0.068 | 35.0% |       |       |
| 135 | 50 | 0.066 | 35.0% |       |       |
| 136 | 50 | 0.064 | 35.0% |       |       |
| 137 | 50 | 0.062 | 35.0% |       |       |
| 138 | 50 | 0.060 | 35.0% |       |       |
| 139 | 50 | 0.072 | 35.0% |       |       |
| 140 | 50 | 0.062 | 35.0% |       |       |
| 141 | 50 | 0.058 | 35.0% |       |       |
| 142 | 50 | 0.063 | 35.0% |       |       |
| 143 | 60 | 0.089 |       | 35.0% | 50.0% |
| 144 | 60 | 0.114 |       | 35.0% | 50.0% |
| 145 | 60 | 0.146 |       | 35.0% | 50.0% |
| 146 | 50 | 0.109 | 35.0% |       |       |
| 147 | 60 | 0.092 |       | 35.0% | 50.0% |
| 148 | 60 | 0.083 |       | 35.0% | 50.0% |
| 149 | 60 | 0.066 |       | 35.0% | 50.0% |
| 150 | 50 | 0.056 | 35.0% |       |       |
| 151 | 50 | 0.047 | 41.0% |       |       |
| 152 | 50 | 0.048 | 40.0% |       |       |
| 153 | 50 | 0.058 | 35.0% |       |       |
| 154 | 50 | 0.063 | 35.0% |       |       |
| 155 | 50 | 0.052 | 37.0% |       |       |
| 156 | 60 | 0.054 |       | 39.0% | 50.0% |
| 157 | 60 | 0.055 |       | 38.0% | 50.0% |
| 158 | 60 | 0.073 |       | 35.0% | 50.0% |
| 159 | 60 | 0.084 |       | 35.0% | 50.0% |

**Note:**

1) For two storey dwellings - the proposed lots are sorted into those that will comply with the R2 parent zoning standard maximum 35% coverage (highlighted in light blue), and those that require site-specific exceptions (required coverage is noted and highlighted in orange).

2) For one storey dwellings with and without a loft on 60' lots (bungalows), lots that require a maximum 50% coverage (highlighted in dark blue).

# **SCHEDULE G**

## 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

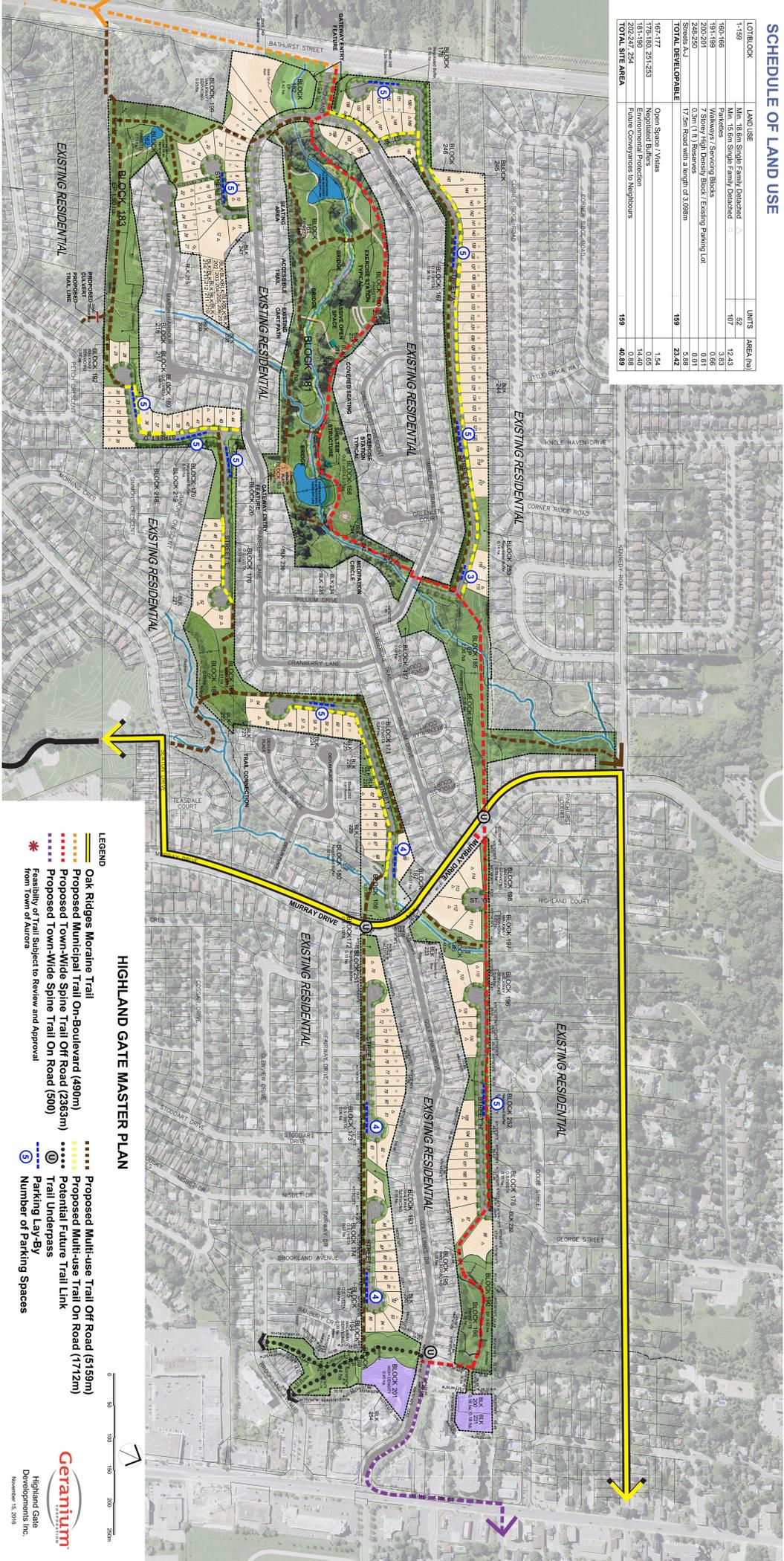
165. Final approval for registration may be issued in phases to the satisfaction of the Town subject to all applicable fees provided that:
  - a) Phasing is proposed in an orderly progression of services; and
  - b) All government agencies agree to registration by phases and provide clearances, as required 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.

# **SCHEDULE H-1**

# SCHEDULE OF LAND USE

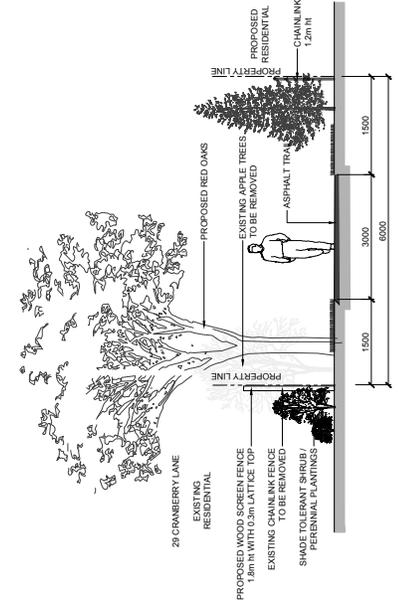
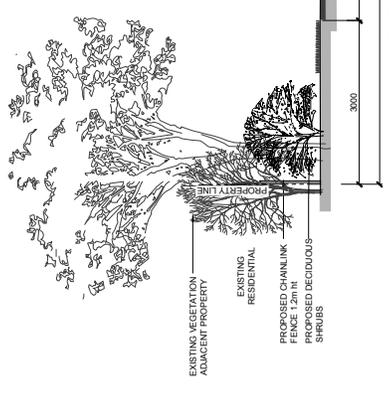
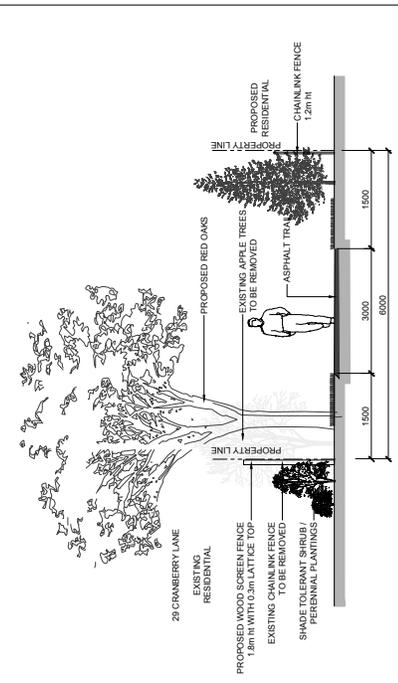
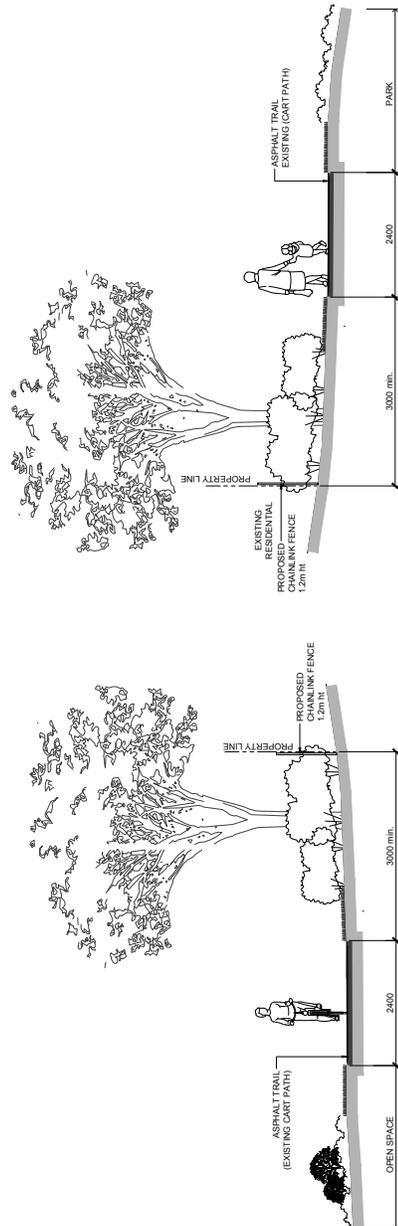
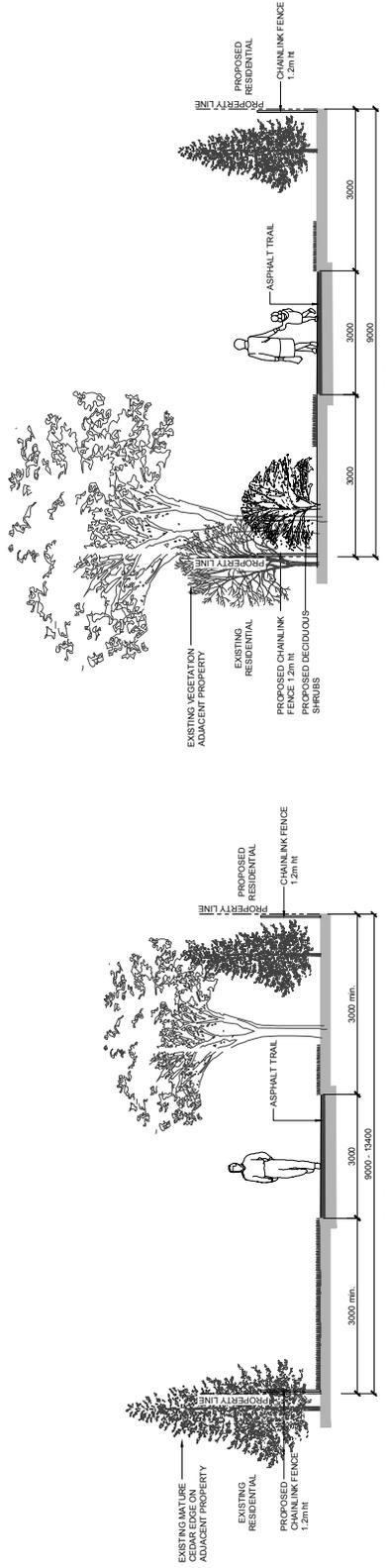
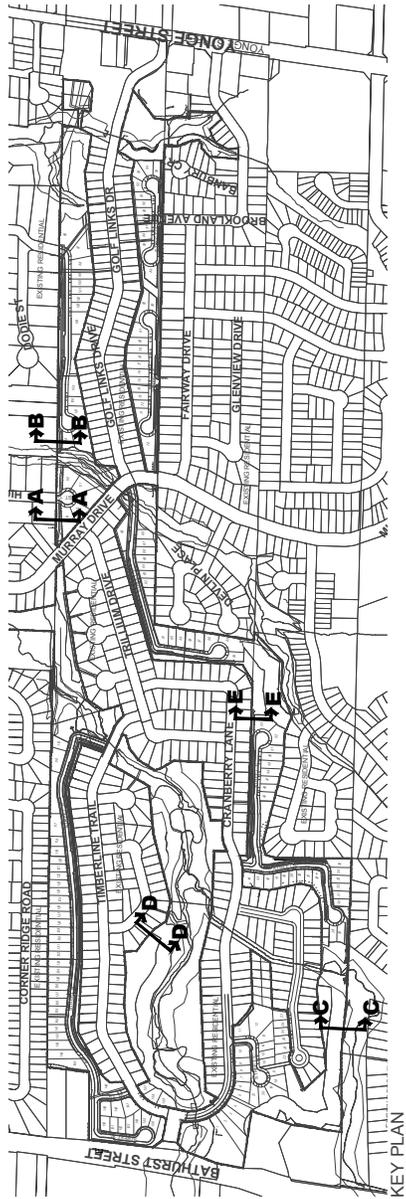
| LOT/BLOCK                | LAND USE   | UNITS      | AREA (ha)    |
|--------------------------|--|------------|--------------|
| 1-159                    | Min. 18.6m Single Family Detached                  | 52         | 12.43        |
| 160-188                  | Min. 15.6m Single Family Detached                  | 107        | 3.88         |
| 189-203                  | Paradees   |            | 0.67         |
| 204-230                  | 7 Storey High Density Block / Existing Parking Lot |            | 0.01         |
| 231-250                  | 0.3m (1 ft) Reserves                               |            | 5.89         |
| 251-253                  | 17.5m Road with a length of 3.095m                 |            | 23.24        |
| <b>TOTAL DEVELOPABLE</b> |  | <b>159</b> |              |
| 167-177                  | Open Space / Parks                                 |            | 1.54         |
| 178-180, 251-253         | Nonresidential Structures                          |            | 0.65         |
| 181-188                  | Environmental Protection                           |            | 4.80         |
| 204-230                  | Future Services Areas & Neighbourhoods             |            | 4.80         |
| 231-250                  |  |            | 4.80         |
| <b>TOTAL SITE AREA</b>   |  | <b>159</b> | <b>40.89</b> |



- LEGEND**
- Oak Ridges Moraine Trail
  - Proposed Municipal Trail On-Boulevard (490m)
  - Proposed Town-Wide Spine Trail Off Road (2363m)
  - Proposed Town-Wide Spine Trail On Road (500)
  - \* Feasibility of Trail Subject to Review and Approval
  - \* Feasibility of Trail Subject to Review and Approval
  - Proposed Multi-use Trail Off Road (5159m)
  - Proposed Multi-use Trail On Road (1712m)
  - Potential Future Trail Link
  - Trail Underpass
  - Parking Lay-By
  - ⊙ Number of Parking Spaces



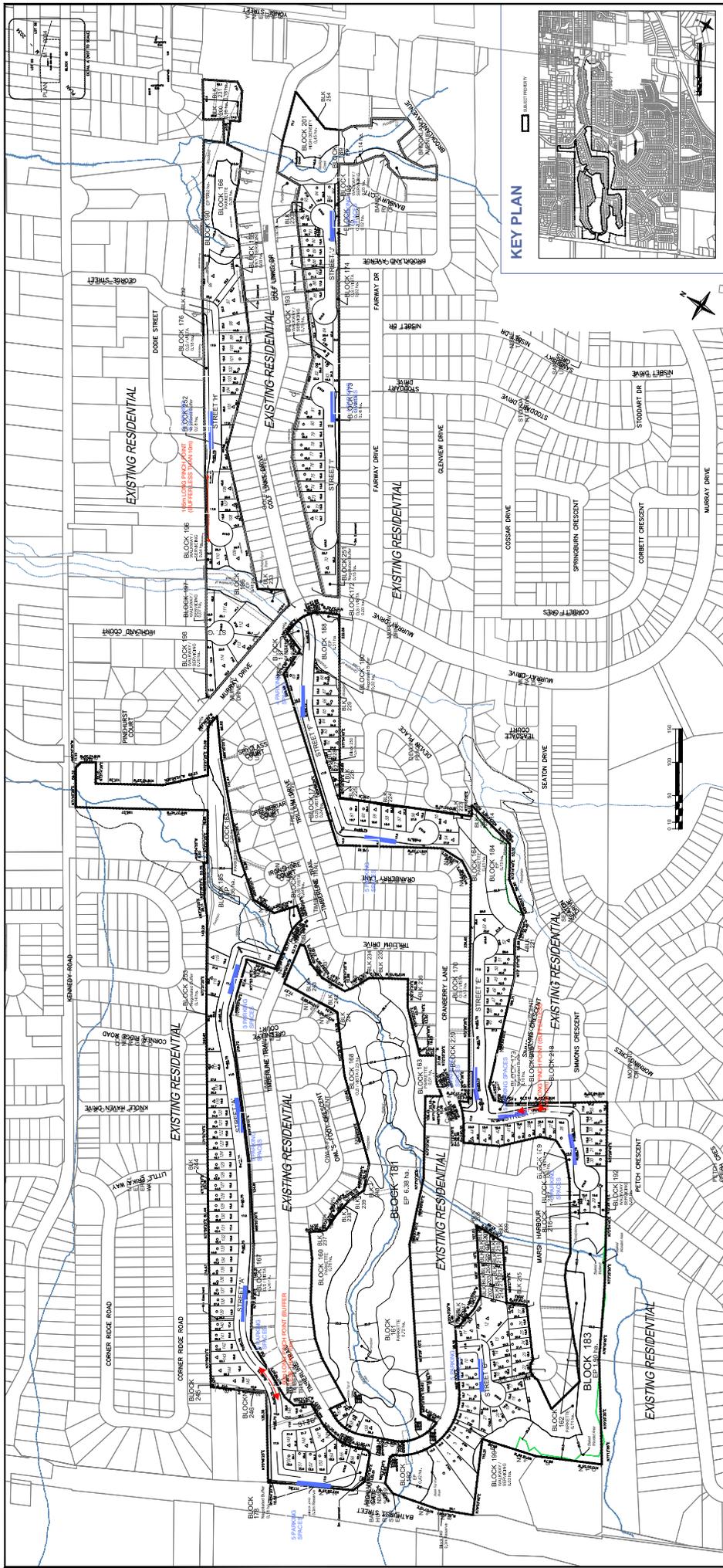
# **SCHEDULE H-2**



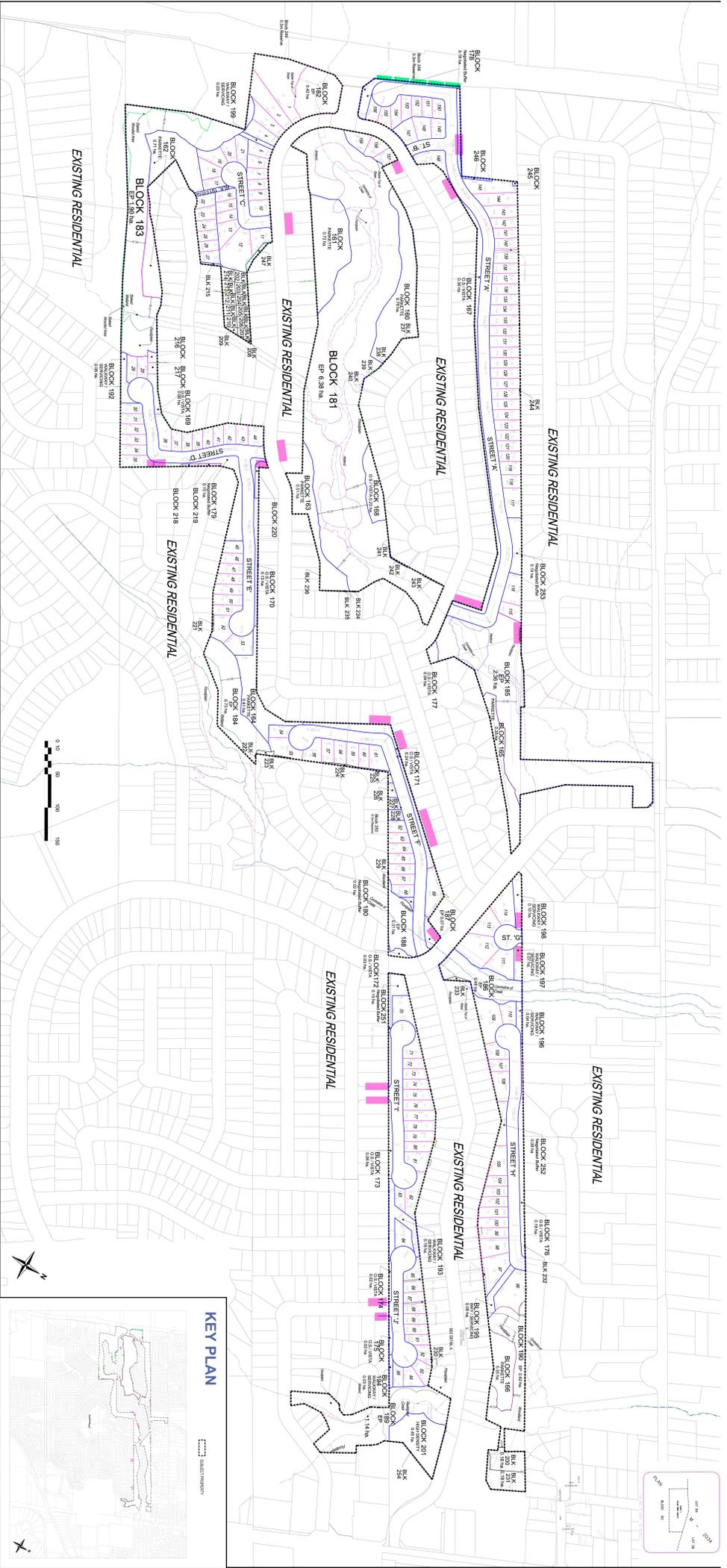
**HIGHLAND GATE COMMUNITY TRAIL SECTIONS**

# **SCHEDULE I**

PARKING LAY-BY LOCATIONS & PINCH POINT LENGTHS



# **SCHEDULE J**



REVISED DRAFT PLAN OF SUBDIVISION



HEADLIGHT SCREENING EXAMPLES

**HEADLIGHT SCREENING**  
**LOCATION PLAN**  
 (Version 2)  
 ENHANCED BUFFER FOR EXISTING PROPERTY  
 ENHANCED BUFFER FOR EXISTING ROAD

# **SCHEDULE K**



**File #:** 1587

**Date:** October 25, 2016

**Mr. Mark Flowers**  
Davies Howe Partners LLP  
188 Avenue Road  
Toronto, Ontario, M5V 3P8

**Mr. Ira Kagan**  
Kagan Shastri Barristers and Solicitors  
99 Spadina Avenue, The Fifth Floor  
Toronto, Ontario, M5R 2J1

Dear Mr. Flowers and Mr. Kagan:

**Re: Street Lighting within Development  
Highland Gate Developments Inc., 21 Golf Links Drive**

We are writing with regard to the proposed street lights within the Highland Gate Developments Inc. (HGDI) draft plan of subdivision.

The Town of Aurora requires the use of LED street lights within all new developments. LED street lights are optically efficient allowing light to be cast in desired directions. Accordingly, an LED street lighting system will direct light towards the pavement and sidewalk areas, ensuring a reduction in glare and light trespass onto the existing development.

A Lighting Study was completed as part of the Functional Servicing & Stormwater Management Report (FSSR) to examine the extent of light trespass. The study confirmed that the proposed lighting resulted in low levels (lux) of light trespass. Relevant excerpts from the report are enclosed for reference purposes.

All street lights within the development will be designed in accordance with Town of Aurora and the Illuminating Engineering Society (IES) guidelines.

Please contact the undersigned if you have any questions or require any additional information.

Regards,

**MQ Energy Inc.**

A handwritten signature in blue ink, appearing to read 'Michael Rizkalla', is written over a white background.

Michael Rizkalla, M.Eng.  
mrizkalla@mqenergy.ca

Attachments: Lighting Study prepared by MQ Energy Inc.

P:\Projects\1587 Highland Gate\Correspondence\Letters\Davies and Shastri Kagan-mr-Street Lights within Development-23Aug16.docx

## 8.0 UTILITY CONSIDERATIONS

### 8.1 Hydro

PowerStream has confirmed that they have sufficient capacity for the proposed subdivision on their 13.8 kV feeders on Bathurst Street and Yonge Street.

### 8.2 Gas

Enbridge has stated they are likely to have sufficient capacity for the proposed subdivision. Short main extensions may be required or main reinforcement depending on loads or entrance locations into the subdivision.

### 8.3 Bell

Bell has stated they are likely able to feed the subdivision and can confirm at a later date.

### 8.4 Cable

Rogers has confirmed that existing infrastructure in the area will be able to service the proposed subdivision.

### 8.5 Lighting Study

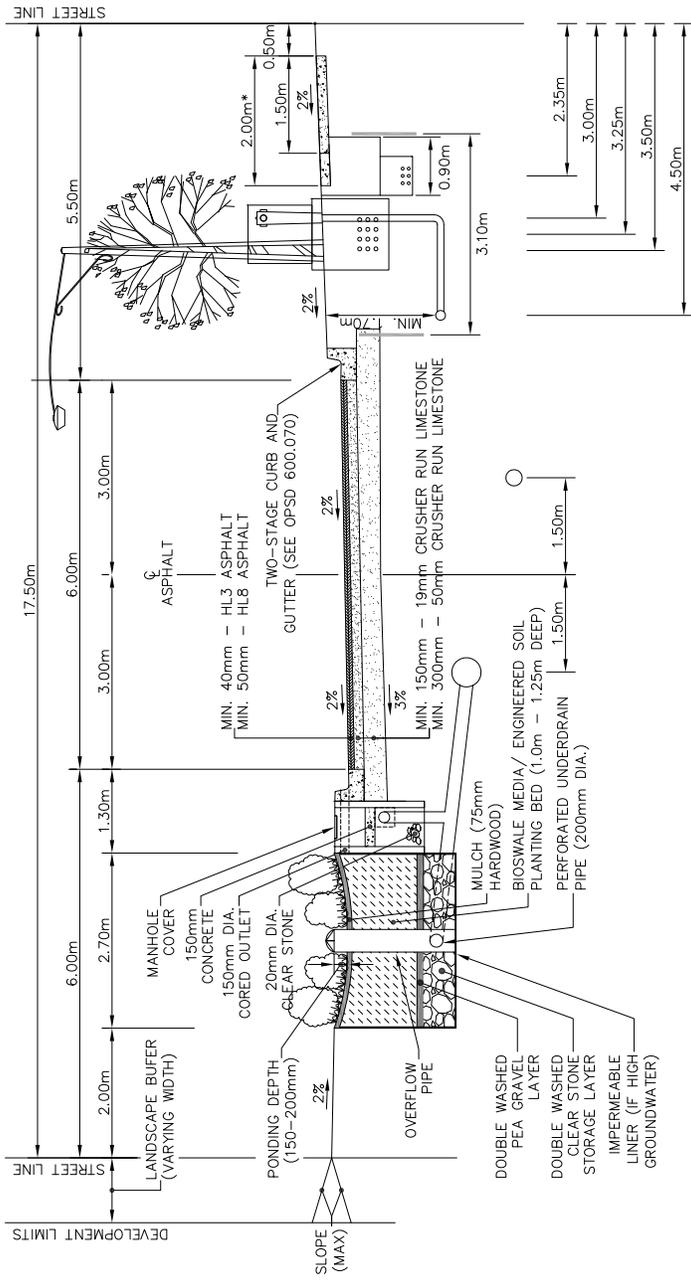
A study was carried out to determine the extent of lighting from the proposed subdivision into existing lots. The study was carried out on Street 'H' due to the street having the least amount of buffer space between the ROW and the existing lots, thus being the worst case scenario. A light spacing of 23 m was found to be suitable for both 6.0 m and 8.0 m pavement ROWs, assuming a standard 8.55m high light pole. ROW cross-sections are shown in **Figure 6.2** and **Figure 6.3**. The Town of Aurora lighting standards are shown below in **Table 8.1** along with the calculated results for right and left lanes of the 17.5 m (6.0 m pavement) and 17.5 m (8.0 m pavement) ROWs.

Using the determined light spacing, a photometric calculation was prepared to show light levels in the existing lots north of Street 'H', as seen in **Figure 8.1**. The figure shows that the highest light reading on the existing lots is 3.1 lux directly at the property line. The light levels decrease when moving into the existing lot and become near zero at 5 m from the property line. As well, the light levels decrease at the property line with a larger buffer space as shown north of lots 107 to 110. The evaluation was completed assuming no obstructions (i.e. fences, trees, shrubs) at the property line as the most conservative approach.

In conclusion, the light levels on the existing lots from the proposed lighting are low enough to not cause any concern. The light levels into the lots are very low near the property line, with a maximum of 3.1 lux, and decrease significantly 5 m off the property line. The light levels could be reduced even further with the recognition of fencing or vegetation.

**Table 8.1: Town of Aurora Light Standards and Calculated ROW Results**

| Road Configurations                    | Average Maintained Illuminance (Lux) | Average Maintained Luminance (cd/m <sup>2</sup> ) | Uniformity Ratio (avg/min) | Uniformity Ratio (max/min) | Veiling Luminance | Average Maintained Sidewalk Illuminance (Lux) | Sidewalk Uniformity Ratio (avg/min) |
|--|--------------------------------------|---|----------------------------|----------------------------|-------------------|---|-------------------------------------|
| Town Standards (Residential Local-Low) | ≥ 4.0                                | ≥ 0.3   | ≤ 6.0 to 1                 | ≤ 10.0 to 1                | ≤ 0.4             | ≥ 3.0   | ≤ 6.0 to 1                          |
| 6.0m Pavement Left                     | 10                                   | 0.6   | 1.2                        | 1.5                        | 0.1               | N/A   | N/A                                 |
| 6.0m Pavement Right                    | 11.2                                 | 1   | 1.1                        | 1.3                        | 0.1               | 3   | 1.4                                 |
| 8.0m Pavement Left                     | 8.6                                  | 0.5   | 1.2                        | 1.4                        | 0.2               | N/A   | N/A                                 |
| 8.0m Pavement Right                    | 11.2                                 | 0.9   | 1.2                        | 1.6                        | 0.1               | 3   | 1.4                                 |



- WATER MAIN
- GROUND ROAD
- SIDEWALK
- (WHERE REQUIRED)
- WATER SERVICE BOX
- STREETLIGHTS / TREES
- TRANSFORMER / PEDESTAL
- HYDRANT
- JOINT UTILITY TRENCH
- (HYDRO, BELL, CABLE, GAS)
- GROUND ROAD
- SANITARY SEWER
- STORM SEWER
- 100% PERF. SUBDRAIN
- (SEE S-303)
- SIDE INLET CATCHBASIN
- BIORETENTION SYSTEM

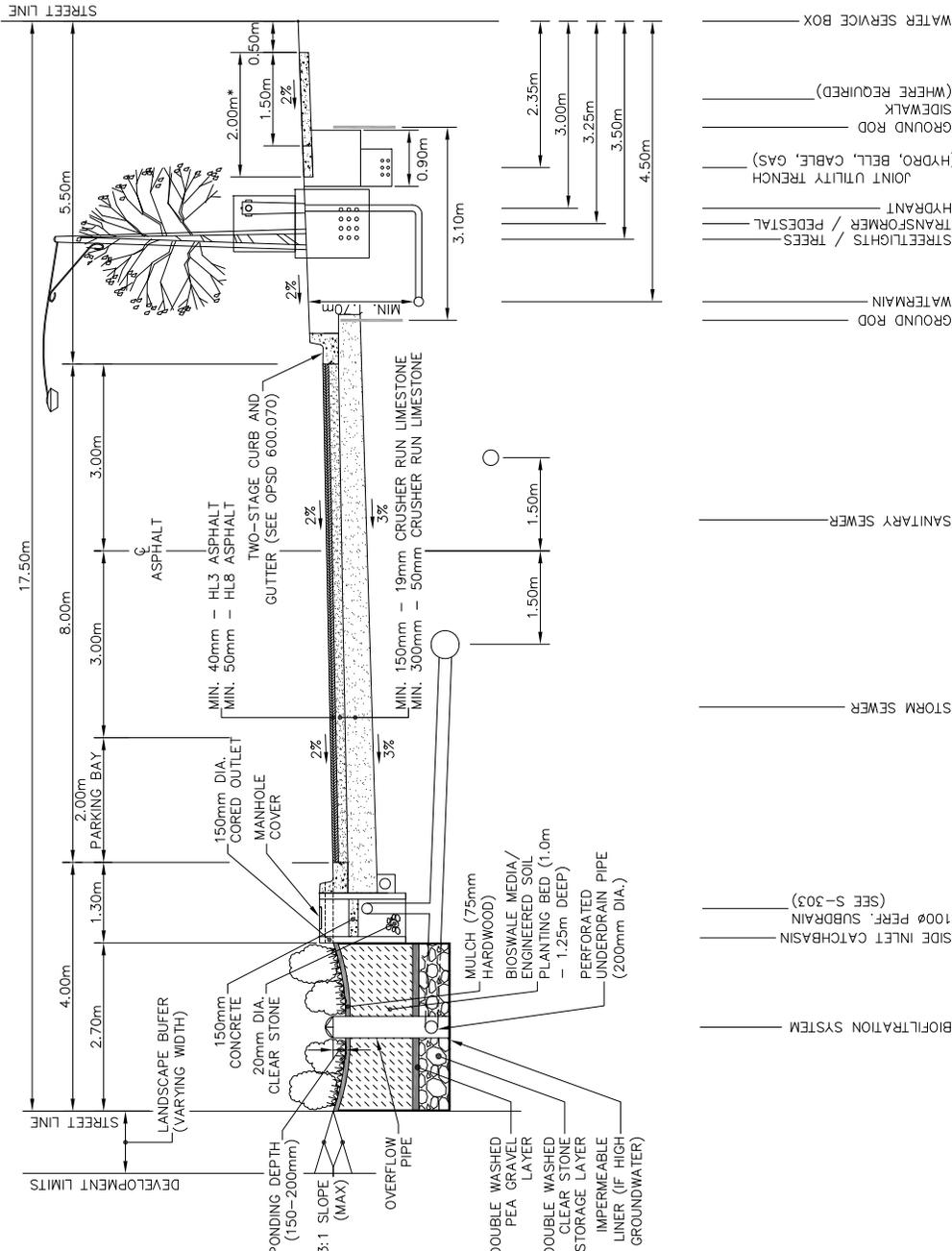
- NOTES:**
1. ALL NON-BIOFILTRATION BOULEVARDS SHALL BE LANDSCAPED WITH 300mm TOPSOIL AND NURSERY SOD.
  2. ALL BURIED UTILITY PLANT WITHIN THE ROAD ALLOWANCE SHALL HAVE A MINIMUM COVER OF 1.0m.
  3. MINIMUM UTILITY ROAD CROSSING COVER TO BE 1.2m FOR LOCAL ROADS AND 1.5m FOR COLLECTOR ROADS.
- \* 2.0m SIDEWALK REQUIRED FOR 'ON-STREET' TRAIL (WHERE REQUIRED)

**HIGHLAND GATE  
FSSR**

|                       |                     |                  |                |
|-----------------------|---------------------|------------------|----------------|
| DESIGNED BY: E.Y.T.W. | CHECKED BY: S.E.K.  | PROJECT No: 1587 | FIGURE No: 6.2 |
| SCALE: 1:75           | DATE: NOVEMBER 2016 |                  |                |

**HIGHLAND GATE  
DEVELOPMENTS INC**

30 CENTURIAN DRIVE, SUITE 100  
MARKHAM, ONTARIO L3R 8B8  
TEL: (905) 475-1900  
FAX: (905) 475-8335



- NOTES:**
1. ALL NON-BIOFILTRATION BOULEVARDS SHALL BE LANDSCAPED WITH 300mm TOPSOIL AND NURSERY SOD.
  2. ALL BURIED UTILITY PLANT WITHIN THE ROAD ALLOWANCE SHALL HAVE A MINIMUM COVER OF 1.0m.
  3. MINIMUM UTILITY ROAD CROSSING COVER TO BE 1.2m FOR LOCAL ROADS AND 1.5m FOR COLLECTOR ROADS.
- \* 2.0m SIDEWALK REQUIRED FOR 'ON-STREET' TRAIL (WHERE REQUIRED)

**HIGHLAND GATE  
FSSR**

**17.5m - SUPERELEVATED  
SECTION (8.0m PAVEMENT)**

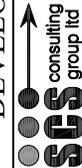
|                       |                     |             |            |
|-----------------------|---------------------|-------------|------------|
| DESIGNED BY: E.Y.T.W. | CHECKED BY: S.E.K.  | PROJECT No: | FIGURE No: |
| SCALE: 1:75           | DATE: NOVEMBER 2016 | 1587        | 6.3        |

**LEGEND:**

- BIOFILTRATION SYSTEM
- SIDE INLET CATCHBASIN (SEE S-303)
- 100% PERF. SUBDRAIN
- STORM SEWER
- SANITARY SEWER
- GROUND ROD
- WATERMAIN
- STREETLIGHTS / TREES TRANSFORMER / PEDESTAL
- HYDRANT
- JOINT UTILITY TRENCH (HYDRO, BELL, CABLE, GAS)
- GROUND ROD SIDEWALK (WHERE REQUIRED)
- WATER SERVICE BOX

**HIGHLAND GATE  
DEVELOPMENT INC**

30 CENTURIAN DRIVE, SUITE 100  
MARKHAM, ONTARIO L3R 8B8  
TEL: (905) 475-1900  
FAX: (905) 475-8335





# **SCHEDULE L-1**

**File #:** 1587  
**Date:** October 27, 2016

**Mr. Mark Flowers**  
Davies Howe Partners LLP  
99 Spadina Avenue, The Fifth Floor  
Toronto, Ontario, M5V 3P8

**Mr. Ira Kagan**  
Kagan Shastri LLP  
188 Avenue Road  
Toronto, Ontario, M5R 2J1

Dear Mr. Flowers and Mr. Kagan:

**Re: Retaining Walls within Development  
Highland Gate Developments Inc., 21 Golf Links Drive**

We are writing with regard to the purpose of retaining walls within the Highland Gate Developments Inc. (HGDI) draft plan of subdivision.

Retaining walls are proposed where a change in elevation (proposed to existing) cannot be accommodated with a vegetated slope. The maximum gradient of a vegetated slope in the Town of Aurora is 33.3% (3:1 horizontal to vertical ratio).

We have designed the site grading to minimize the use of retaining walls throughout the development. Where retaining walls are required, an armour stone gravity retaining wall will be specified. Armour stone retaining walls are comprised of quarried rock with a natural stone face; examples of an armour stone walls are enclosed.

Armour stone retaining walls require very little maintenance due to the durability and weight of the stone. When constructed, the wall relies on its own weight for structural stability providing a high resistance to settlement. As a result, the lifespan of armour stone is considerably longer than other retaining wall products. These factors reduce the overall life cycle cost of the wall.

All of the retaining walls specified will be designed and certified by a Structural Engineer, in accordance with Town of Aurora standards and the Ontario Building Code. In addition, armour stone will also be used for all walls less than 1m height.

Please contact the undersigned if you have any questions or require any additional information.

Re: Retaining Walls within Development  
Highland Gate Developments Inc., 21 Golf Links Drive

File #: 1587  
October 27, 2016  
Page 2 of 2

Regards,

**SCS Consulting Group Ltd.**



Paul Sarta, P. Eng.  
psarta@scsconsultinggroup.com

Attachments: Examples of Armour Stone Retaining Walls

P:\1587 Aurora Highlands Due Diligence\Correspondence\Letters\Davies and Shastri Kagan-ps-Retaining Walls within Development-27Oct16.docx



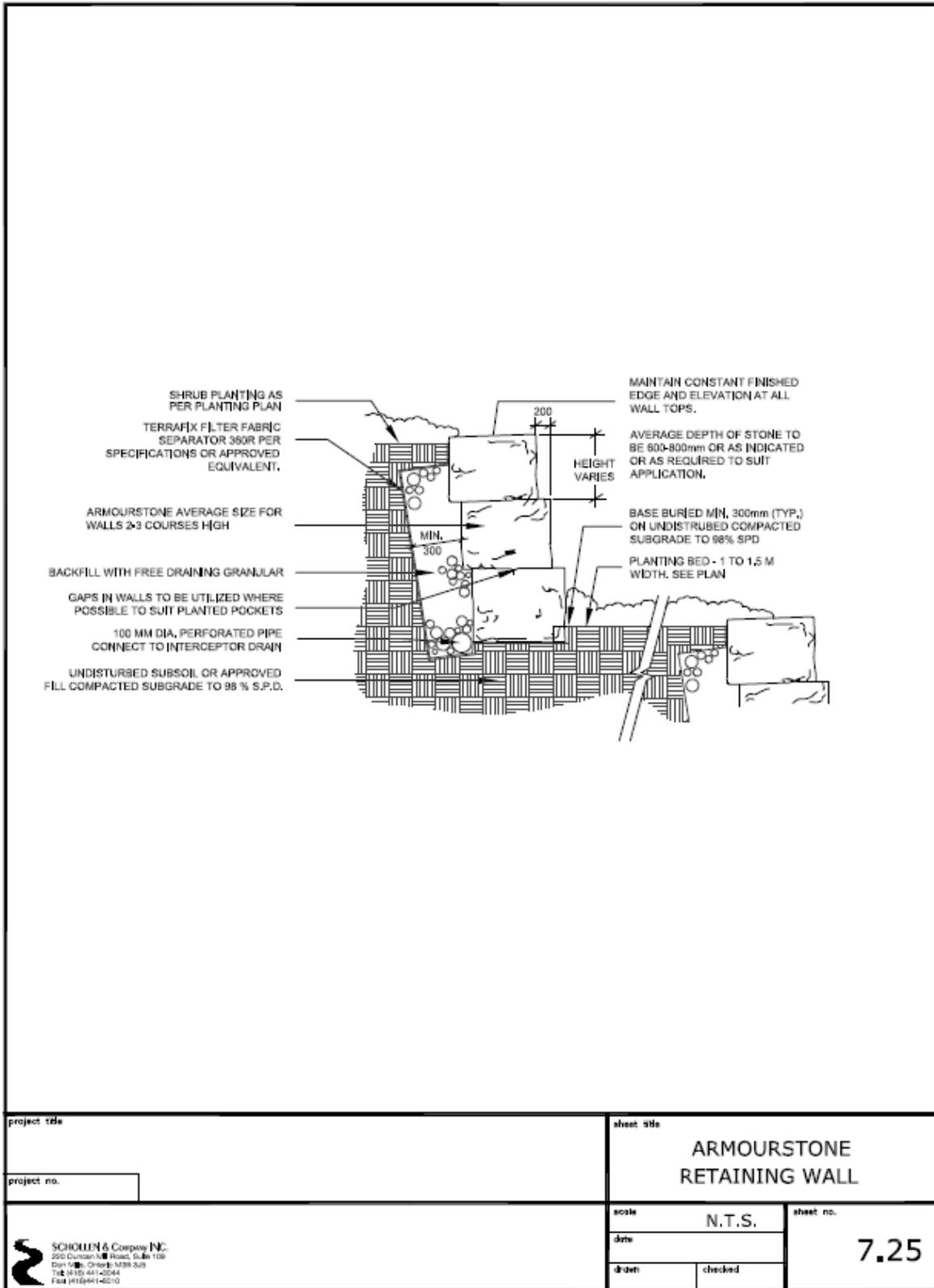
**Examples of Armour Stone Retaining Walls**



**Examples of Armour Stone Retaining Walls**



## Typical Armour Stone Retaining Wall Detail



|   |   |
|---|---|
| <p>project title</p>  | <p>sheet title</p> <p style="text-align: center;"><b>ARMOURSTONE<br/>RETAINING WALL</b></p> |
| <p>project no.</p>  | <p>scale</p> <p style="text-align: center;">N.T.S.</p>                                      |
| <p> <b>SCHOUIN &amp; Company INC.</b><br/>250 Dundas St. West, Suite 100<br/>Toronto, Ontario M5G 1S9<br/>Tel: (416) 441-0544<br/>Fax: (416) 441-4010</p> | <p>sheet no.</p> <p style="text-align: center; font-size: 2em;"><b>7.25</b></p>             |
|   | <p>date</p> <p>drawn</p> <p>checked</p>   |

# **SCHEDULE L-2**

RETAINING WALLS GREATER THAN 1m HEIGHT



# **SCHEDULE M-1**

**Mr. Mark Flowers**  
Davies Howe Partners LLP  
99 Spadina Avenue, The Fifth Floor  
Toronto, Ontario, M5V 3P8

**Mr. Ira Kagan**  
Kagan Shastri LLP  
188 Avenue Road  
Toronto, Ontario, M5R 2J1

Dear Mr. Flowers and Mr. Kagan:

**Re: For Mediation Purposes  
Street C Infiltration Trenches  
Highland Gate Developments Inc., 21 Golf Links Drive**

We are writing with regard to the proposed infiltration trenches on Street C within the Highland Gate Developments Inc. (HGDI) draft plan of subdivision.

Infiltration trenches are proposed on Street C to maintain natural hydrological functions by ensuring that the volume of infiltration in post-development conditions is the same as in existing conditions. There are two infiltration trenches proposed on Street C; a roadside swale along the north side of the road and a centre island infiltration area at the end of the cul-de-sac (refer to **Figure 2.5**, attached).

The roadside infiltration trench will be 88 m long, running from Cranberry Lane to near to the end of the cul-de-sac. The invert of the infiltration trench will range from 281.59 m at the intersection of Cranberry Lane and Street C to 282.41 m at the end of the cul-de-sac. The highest recorded groundwater level in the vicinity of the infiltration trench is 276.69 m (Golder, May 14, 2016, borehole 14-206), which is 4.9 m below the invert of the lowest proposed infiltration trench, or 12 m below existing grade.

The proposed centre island infiltration trench area is 49 m<sup>2</sup> with a bottom invert of 282.41 which is 5.72 m above the maximum recorded groundwater level, as indicated above.

There are no other locations in which infiltration trenches are proposed. All other roadside and cul-de-sac biofiltration systems will be lined so that there will be no interactions between the trench and groundwater.

Based on the above information, the infiltration trench inverts will be greater than 1 m above the highest recorded groundwater elevation. Therefore the design significantly exceeds the MOECC and LSRCA minimum requirements for the separation of groundwater and infiltration trench inverts.

Re: For Mediation Purposes  
Street C Infiltration Trenches  
Highland Gate Developments Inc., 21 Golf Links Drive

File #: 1587  
September 16, 2016  
Page 2 of 2

Please contact the undersigned if you have any questions or require any additional information.

Regards,

**SCS Consulting Group Ltd.**



Sarah Kurtz, P. Eng.  
skurtz@scsconsultinggroup.com

Attachments: Figure 2.5 – Biofiltration System Location Plan

P:\1587 Aurora Highlands Due Diligence\Correspondence\Letters\Davies and Shastri Kagan-sek-Street C Infiltration Trench-16Sep16.docx



**HIGHLAND GATE DEVELOPMENTS INC**  
 30 KENTINGTON SQUARE, SUITE 100  
 100 KENTINGTON SQUARE, L4B 8B8  
 TEL: (905) 752-8533  
**SCS** CONSULTING GROUP INC

**LEGEND:**

- LAND OF DEVELOPMENT
- BOLLIVAN BOLLIVAN SYSTEM
- BOLLIVAN INFILTRATION SYSTEM
- TLEB&K CENTER ISLAND
- SWAMPY ISLAND SYSTEM
- TLEB&K CENTER ISLAND
- SWAMPY ISLAND SYSTEM

**HIGHLAND GATE BIOFILTRATION SYSTEM LOCATION PLAN**

|                  |                      |             |      |
|------------------|----------------------|-------------|------|
| DESIGNED BY: CHA | CHECKED BY: SALS&K   | PROJECT NO: | 1587 |
| SCALE: 1:500     | DATE: SEPTEMBER 2014 | REVISION:   | 2.5  |

THIS PLAN IS THE PROPERTY OF SCS CONSULTING GROUP INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SCS CONSULTING GROUP INC.

# **SCHEDULE M-2**

**DATE** September 19, 2016

**PROJECT No.** 13-1186-0360

**TO** Mr. Mark Flowers - Davies Howe Partners LLP  
Mr. Ira Kagan - Kagan Shastri LLP

**FROM** John Easton, M.Sc., P.Geol.

**EMAIL** John\_Easton@golder.com

**STREET C INFILTRATION TRENCHES  
HIGHLAND GATE DEVELOPMENTS INC.  
21 GOLF LINKS ROAD**

---

Dear Sirs,

We are writing with regard to the water levels in proposed infiltration trenches on Street C in the proposed Highland Gate Developments Inc. (HGDI) subdivision.

The infiltration trenches proposed for Street C will be constructed in geological materials that were identified as silt and clay during borehole drilling. The water level in these materials have been monitored for the past year and water levels in the nearest borehole have consistently been 12.4 m below ground level. See graph of BH 14-206 (attached).

The fine grained silt and clay materials identified in the area have relatively low hydraulic conductivities and as such the water directed toward the Low Impact Development (LID) feature along Street C will not materially migrate laterally more than five (5) metres (Table 1). The water that enters the LID and soaks into the native soils will tend to move downward into the unsaturated zone beneath the LID. Once the water reaches the groundwater table at a depth of approximately 12 m, the groundwater flow direction is toward the north east.

The homes on Marsh Harbour are approximately 90 m from the proposed LID structure on Street C. A minor increase in water level in the LID structure would not cause groundwater mounding at homes in the area. Any increase in groundwater level would be limited to the area of the road allowance of Street C.

If the volume of water directed toward the LID is greater than the LID feature can accommodate, excess water will overflow into the stormwater drainage system outlet.

We trust this is adequate for your immediate needs, please contact the undersigned for further clarification if needed.

Sincerely,

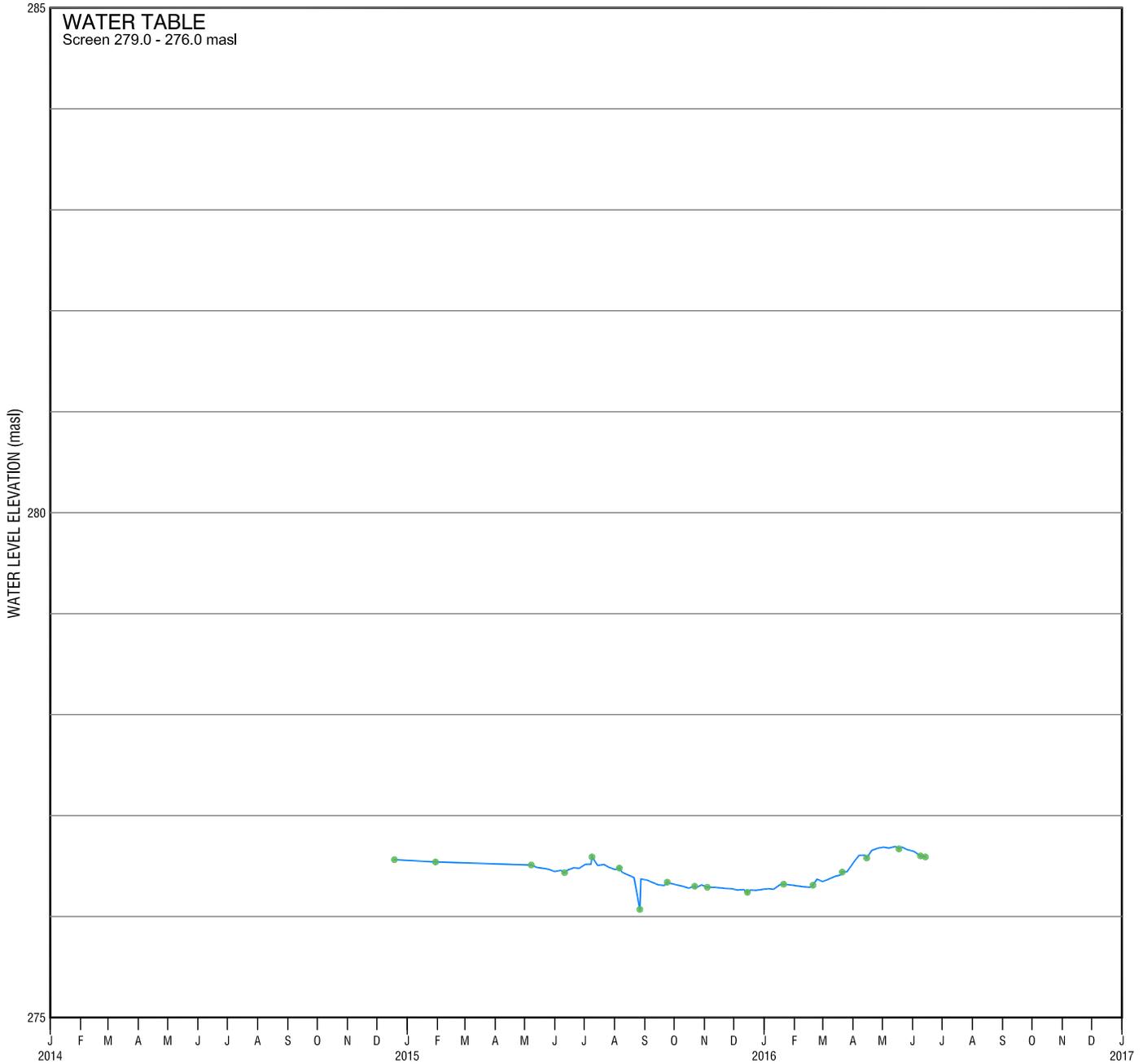
**GOLDER ASSOCIATES LTD.**



John Easton, M.Sc., P.Geol.  
Senior Hydrogeologist, Associate  
DD/JAE/plc



# BH14-206



MP Elevation 289.00 masl

Grade 288.1 masl

| DATE      | ELEVATION |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 19-Dec-14 | 276.56    | 09-Aug-15 | 276.44    | 17-Nov-15 | 276.28    | 01-Mar-16 | 276.35    | 09-Jun-16 | 276.60    |
| 30-Jan-15 | 276.54    | 15-Aug-15 | 276.41    | 23-Nov-15 | 276.28    | 07-Mar-16 | 276.37    | 14-Jun-16 | 276.59    |
| 08-May-15 | 276.51    | 21-Aug-15 | 276.39    | 29-Nov-15 | 276.27    | 13-Mar-16 | 276.40    |           |           |
| 14-May-15 | 276.49    | 27-Aug-15 | 276.07    | 05-Dec-15 | 276.26    | 19-Mar-16 | 276.41    |           |           |
| 20-May-15 | 276.48    | 28-Aug-15 | 276.37    | 11-Dec-15 | 276.27    | 21-Mar-16 | 276.44    |           |           |
| 26-May-15 | 276.47    | 03-Sep-15 | 276.36    | 15-Dec-15 | 276.24    | 26-Mar-16 | 276.45    |           |           |
| 01-Jun-15 | 276.45    | 09-Sep-15 | 276.34    | 18-Dec-15 | 276.26    | 01-Apr-16 | 276.53    |           |           |
| 07-Jun-15 | 276.46    | 15-Sep-15 | 276.31    | 24-Dec-15 | 276.26    | 07-Apr-16 | 276.61    |           |           |
| 11-Jun-15 | 276.43    | 21-Sep-15 | 276.31    | 30-Dec-15 | 276.27    | 13-Apr-16 | 276.61    |           |           |
| 14-Jun-15 | 276.46    | 24-Sep-15 | 276.34    | 05-Jan-16 | 276.27    | 15-Apr-16 | 276.58    |           |           |
| 20-Jun-15 | 276.48    | 28-Sep-15 | 276.33    | 11-Jan-16 | 276.27    | 20-Apr-16 | 276.65    |           |           |
| 26-Jun-15 | 276.48    | 04-Oct-15 | 276.31    | 17-Jan-16 | 276.31    | 26-Apr-16 | 276.68    |           |           |
| 02-Jul-15 | 276.52    | 10-Oct-15 | 276.30    | 21-Jan-16 | 276.32    | 02-May-16 | 276.69    |           |           |
| 08-Jul-15 | 276.52    | 16-Oct-15 | 276.28    | 24-Jan-16 | 276.32    | 08-May-16 | 276.68    |           |           |
| 09-Jul-15 | 276.59    | 22-Oct-15 | 276.30    | 30-Jan-16 | 276.31    | 14-May-16 | 276.69    |           |           |
| 15-Jul-15 | 276.51    | 23-Oct-15 | 276.28    | 05-Feb-16 | 276.30    | 18-May-16 | 276.67    |           |           |
| 21-Jul-15 | 276.52    | 29-Oct-15 | 276.31    | 11-Feb-16 | 276.29    | 21-May-16 | 276.69    |           |           |
| 27-Jul-15 | 276.48    | 04-Nov-15 | 276.29    | 17-Feb-16 | 276.29    | 27-May-16 | 276.66    |           |           |
| 02-Aug-15 | 276.46    | 05-Nov-15 | 276.29    | 20-Feb-16 | 276.31    | 02-Jun-16 | 276.65    |           |           |
| 06-Aug-15 | 276.48    | 11-Nov-15 | 276.29    | 24-Feb-16 | 276.37    | 08-Jun-16 | 276.61    |           |           |

**TABLE 1  
GROUNDWATER MOUND - HIGHLAND GATES LID STRUCTURE STREET C**

|                                  |  |   |                 |
|----------------------------------|--|---|-----------------|
| <b>Hydrogeological Variables</b> |  |   |                 |
| f=                               | 0.30   | Effective Porosity (Specific Yield)         |                 |
|                                  | 48   | Loading (L/m <sup>2</sup> /day)             |                 |
| T=                               | 20   | Percolation Time Min/cm                     |                 |
| k=                               | 0.06   | Coefficient of Permiability (m/day)         |                 |
| d=                               | 5.00   | Soil Thickness (m below LID to Water Table) |                 |
| t=                               | Time in Days   |   |                 |
|                                  |  | Tench:                                      | 0.6 m below LID |
|                                  |  | SWL:  | 5.0 m below LID |
| <b>LID Design Variables</b>      |  |   |                 |
| r=                               | Distance From Center of LID in X or Y Directions   |   |                 |
| hm=                              | Height of Mound (Water Table Rise)   |   |                 |
| Q=                               | 8.5  | m <sup>3</sup> /Day                         |                 |
| Lb=                              | 88.8   | Length of LID Trench in metres              |                 |
| Wb=                              | 2.0  | Width of LID Trench in metres               |                 |
| rx1=                             | 44.4   | Radius or 1/2 Length of LID Trench          |                 |
| ry1=                             | 1.0  | Radius or 1/2 Width of LID Trench           |                 |
| <b>Mounding Calculations</b>     |  |   |                 |
| 1. Hm =                          | $Q \div (2\pi \cdot k \cdot d)$  | Maximum Water Table Rise                    |                 |
| 2. hm =                          | $Hm - Q \div (\pi \cdot k) \cdot \ln(rx2 \div rx1)$  |   |                 |
| 3. hm =                          | $Q \div (2\pi \cdot K \cdot D) \cdot (1 - \exp((-2\pi \cdot k \cdot d \cdot t) \div (Lb \cdot Wb \cdot f)))$ |   |                 |

**Shape of Groundwater Mound at Equilibrium (Hm)**

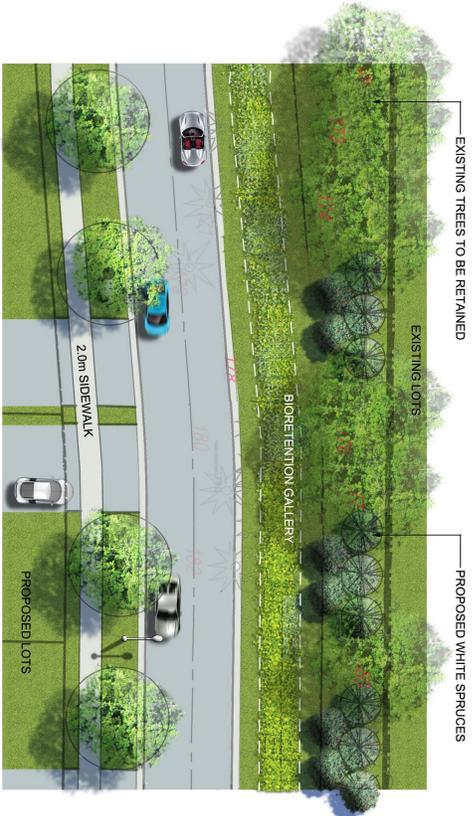
|     |      |  |            |
|-----|------|--|------------|
|     | 0.5  | Separation Mound to Base of Trench with Base of Trench |            |
| Hm= | 4.51 | Maximum Mound Height in meters (1)                     |            |
| Rx= | 49.1 | Maximum Mound Radius on x Axis in meters               |            |
| Ry= | 1.1  | Maximum Mound Radius on y Axis in meters               |            |
|     | 4.7  | Horizontal Side Slope on X Axis                        | (1 : 0.8 ) |
|     | 0.1  | Horizontal Side Slope on Y Axis                        | (1 : 0.0 ) |

| Distance From LID Structure | rx2  | hm(2) | ry2  | hm(2) |
|-----------------------------|------|-------|------|-------|
| 0.1                         | 44.5 | 4.41  | 0.01 | 1.01  |
| 2.0                         | 46.4 | 2.52  | 0.05 | 1.05  |
| 3.0                         | 47.4 | 1.56  | 0.10 | 1.10  |
| 4.7                         | 49.1 | 0.00  | 0.11 | 1.11  |

**Height of Mound (hm) at Time (t)**

| Time (Days) | hm(3) | Rx   | Ry                 |
|-------------|-------|------|--------------------|
| 1           | 0.16  | 44.6 | 1.00               |
| 10          | 1.34  | 45.7 | 1.03               |
| 100         | 4.38  | 48.9 | 1.10               |
| 200         | 4.51  | 49.1 | 1.11 Maximum Mound |

# **SCHEDULE N-1**

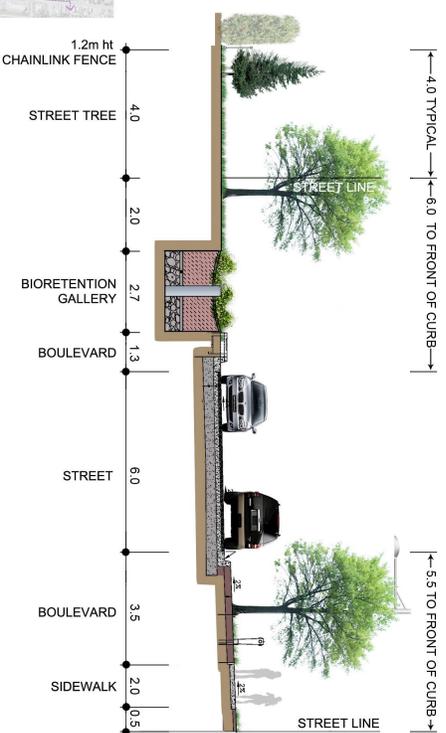


STREET E - TYPICAL BUFFER PLANTING PLAN



KEY PLAN

EXAMPLE OF STREETSCAPE TREATMENT - STREET E



TYPICAL SECTION



SECTION H

EXISTING LOT THROUGH LOT 107



KEY PLAN

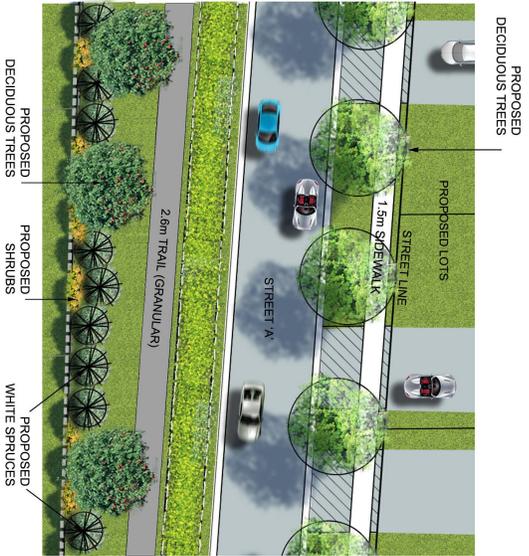
STREETSCAPE TREATMENT



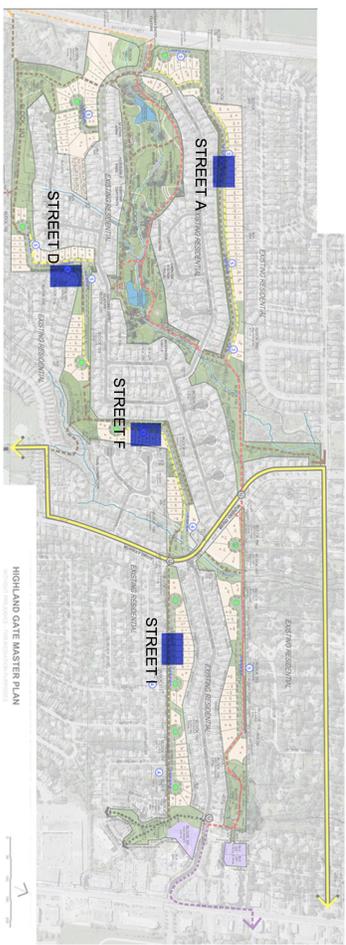
SECTION I

EXISTING LOT THROUGH LOT 102

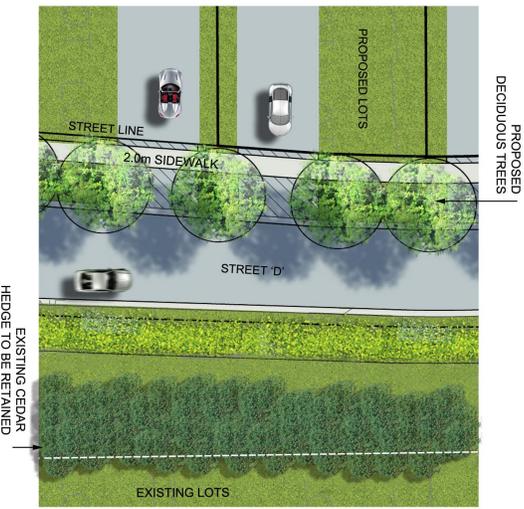
# **SCHEDULE N-2**



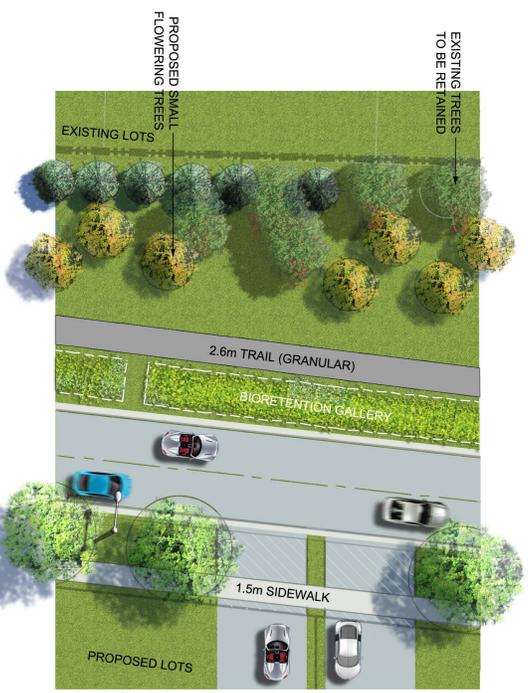
**STREET A - TYPICAL BUFFER PLANTING PLAN**



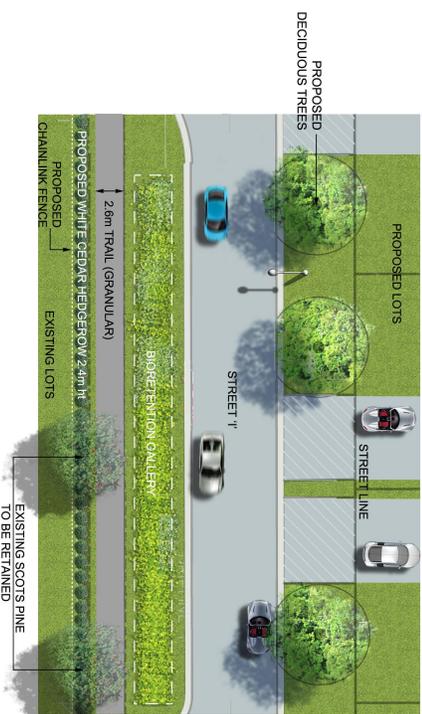
**KEY PLAN**



**STREET D - TYPICAL BUFFER PLANTING PLAN**



**STREET F - TYPICAL BUFFER PLANTING PLAN**



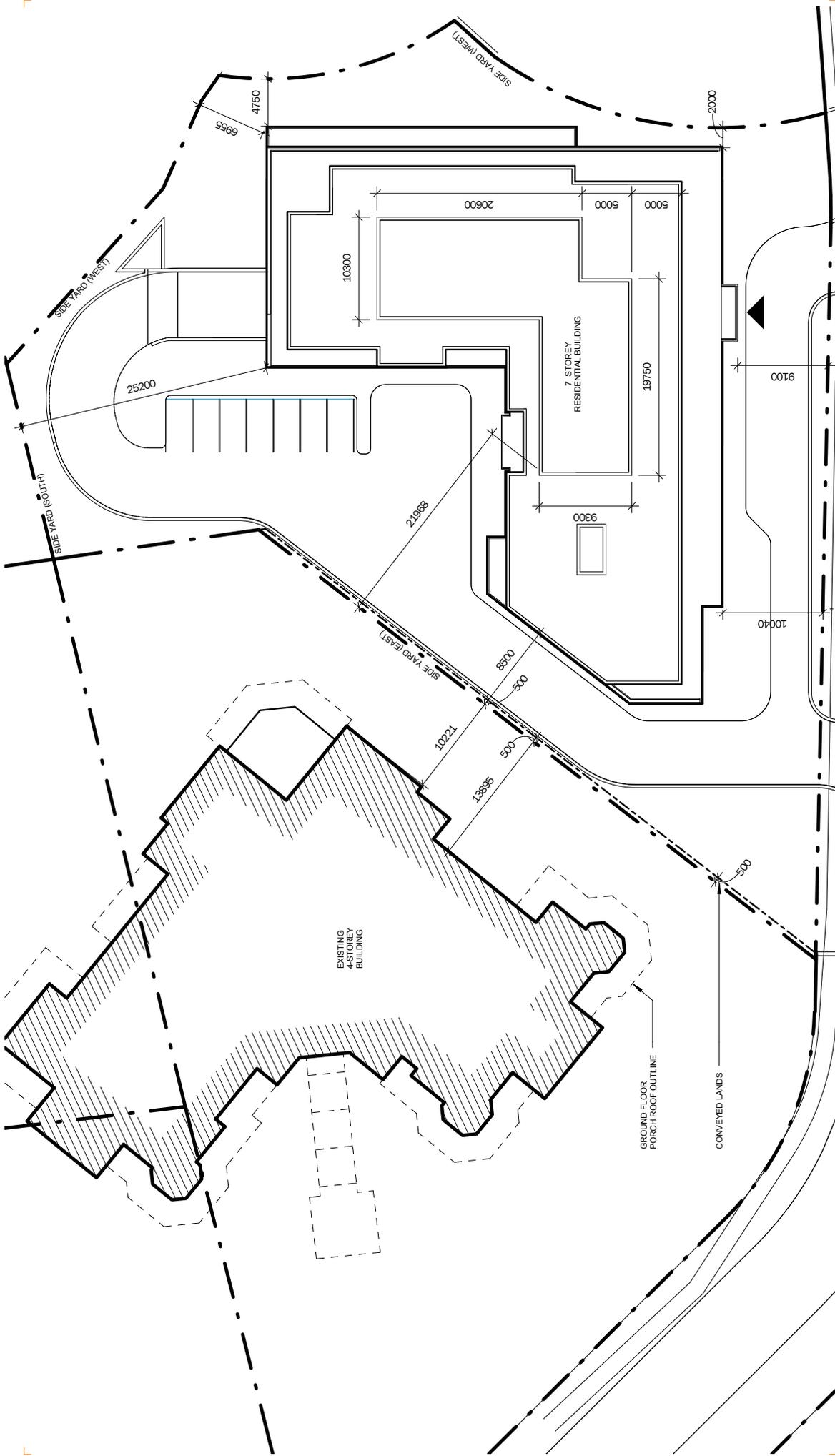
**STREET I - TYPICAL BUFFER PLANTING PLAN**  
**\* APPLIES ALSO TO STREET J**



HIGHLAND GATE  
 AURORA, ON  
 Highland Gate Developments Inc.



# **SCHEDULE O**



**Site Plan**



**HIGHLAND GATE DEVELOPMENT**  
 21 Colt Links Drive  
 Aurora Ontario

PROJ. No. 1443  
 DATE 16-08-19  
 SCALE 1 : 350  
 DRAWN LL  
 CHECKED CR

DWG No. **A102C**

**&Co**  
**Sweeny & Co**  
**Architects Inc.**

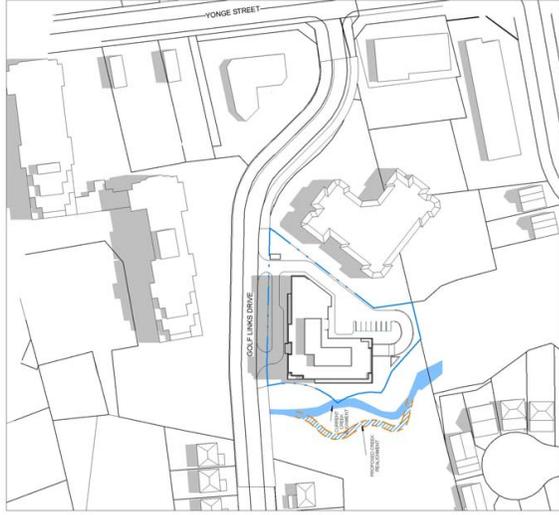
488 Wellington Street West | Suite 200 | Toronto, Ontario | M5V 1E3 | Canada | P: 416-971-6252 | F: 416-971-5420 | E: info@andco.com | www.andco.com

# **SCHEDULE P**

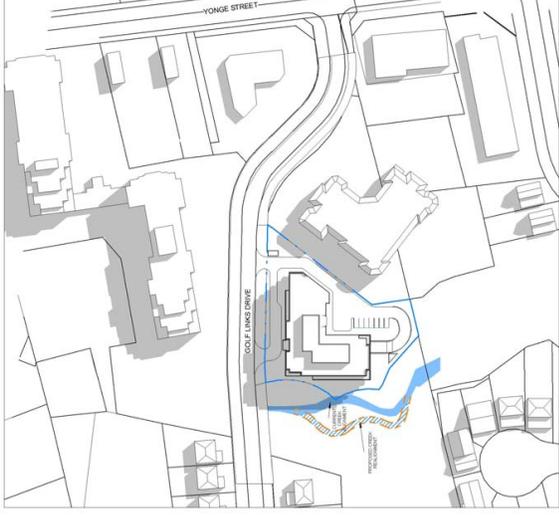
[ 1 of 9 ] [ September 21, 2015 - 09:00 ]



[ 4 of 9 ] [ September 21, 2015 - 12:00 ]



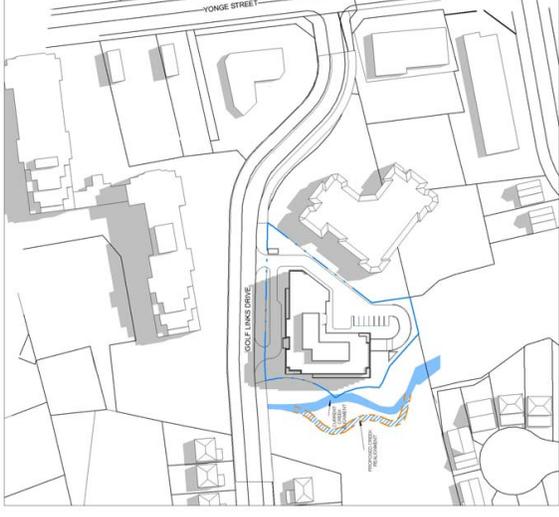
[ 2 of 9 ] [ September 21, 2015 - 10:00 ]



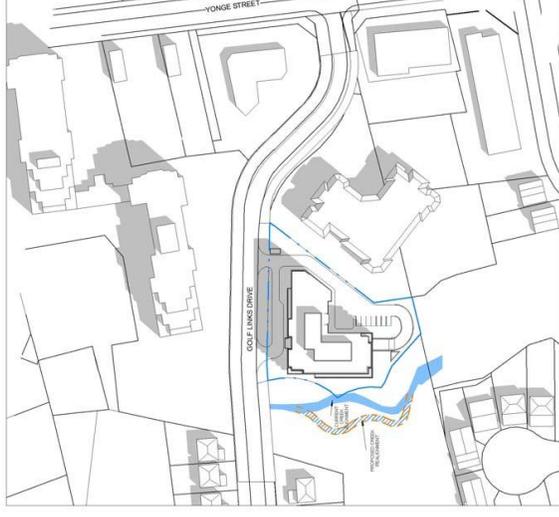
[ 5 of 9 ] [ September 21, 2015 - 13:00 ]



[ 3 of 9 ] [ September 21, 2015 - 11:00 ]



[ 6 of 9 ] [ September 21, 2015 - 14:00 ]



# Sun/Shadow Study - September 21

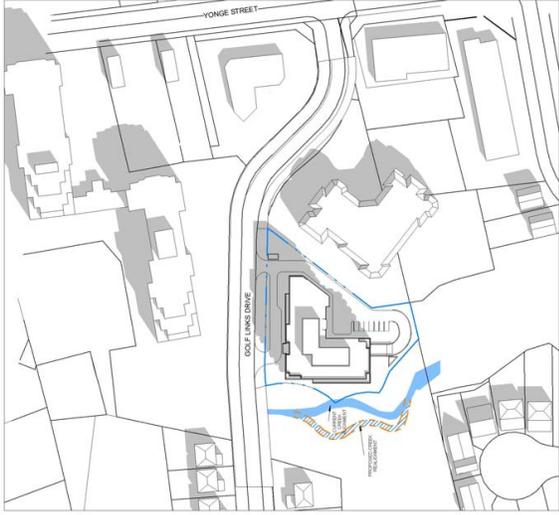
## HIGHLAND GATE DEVELOPMENT

**&CO**  
**Sweeny & Co**  
**Architects Inc.**

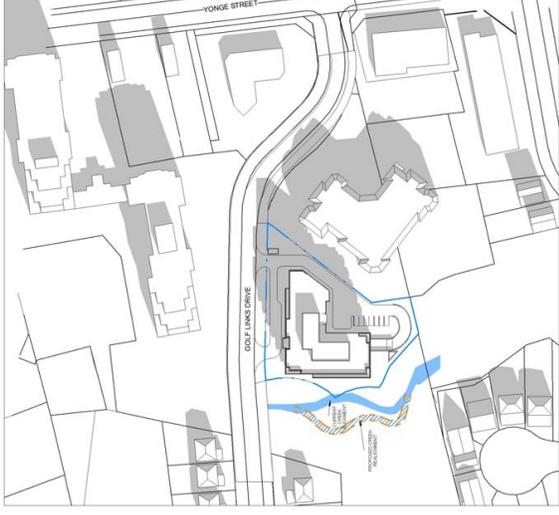
488 Wellington Street West | Suite 200 | Toronto, Ontario | M5V 1E3 | Canada | P: 416-971-6252 | F: 416-971-5420 | E: info@andco.com | www.andco.com

PROJ. No. 1443  
DATE 2016.08.23  
SCALE LL/AG  
DRAWN LL/AG  
CHECKED CR  
DWG No. **A501**

[7 of 9] | September 21, 2015 - 15:00



[8 of 9] | September 21, 2015 - 16:00



[9 of 9] | September 21, 2015 - 17:00



# Sun/Shadow Study - September 21

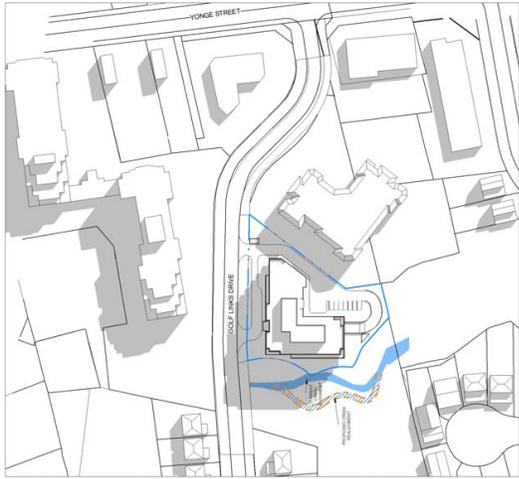
## HIGHLAND GATE DEVELOPMENT

**&CO**  
**Sweeny & Co**  
**Architects Inc.**

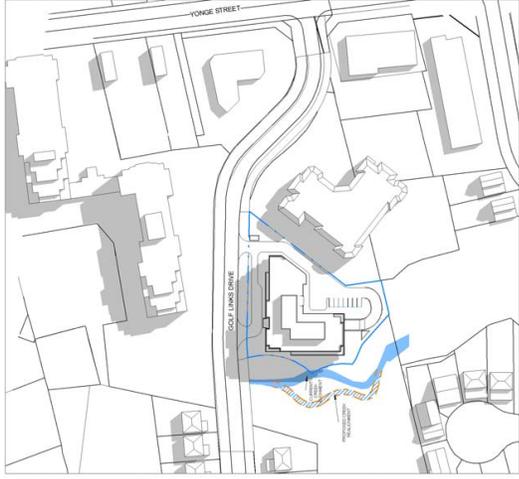
468 Wellington Street West | Suite 200 | Toronto, Ontario | M5V 1E3 | Canada | P: 416-971-6252 | F: 416-971-5420 | E: info@andco.com | www.andco.com

PROJ. No. 1443  
 DATE 2016.08.23  
 SCALE LL/AG  
 DRAWN LL/AG  
 CHECKED CR  
 DWG No. **A502**

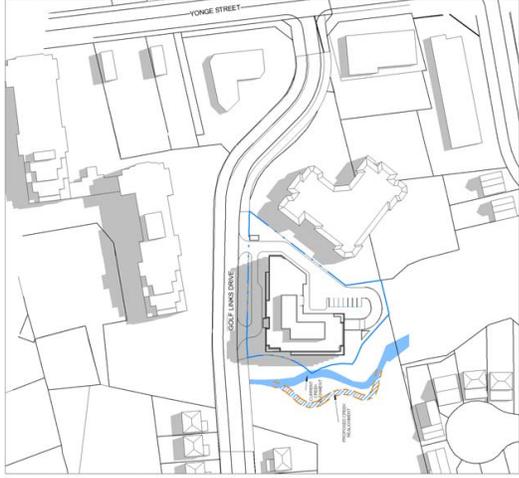
[1 of 9] [March 21, 2015 - 09:18]



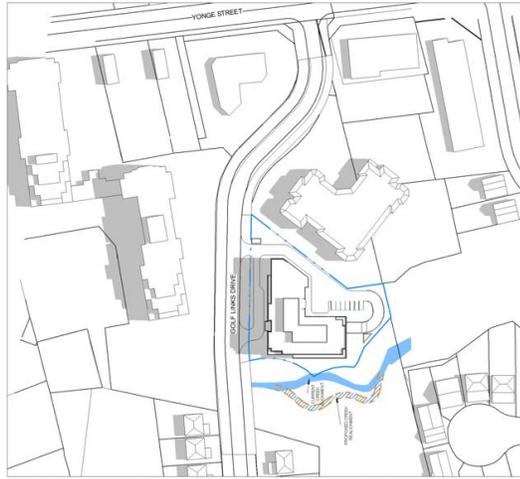
[2 of 9] [March 21, 2015 - 10:18]



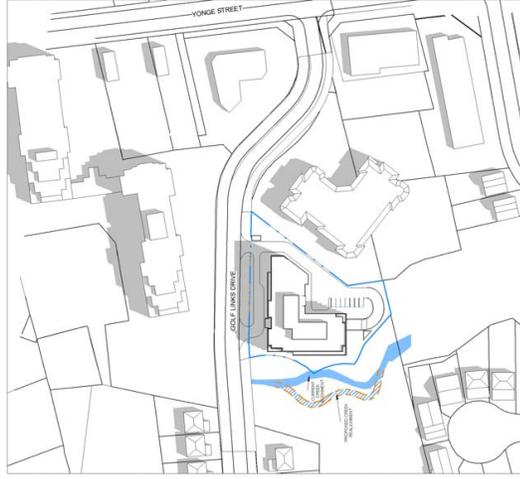
[3 of 9] [March 21, 2015 - 11:18]



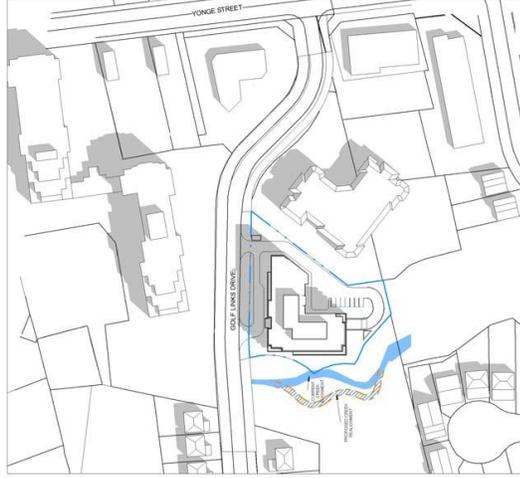
[4 of 9] [March 21, 2015 - 12:18]



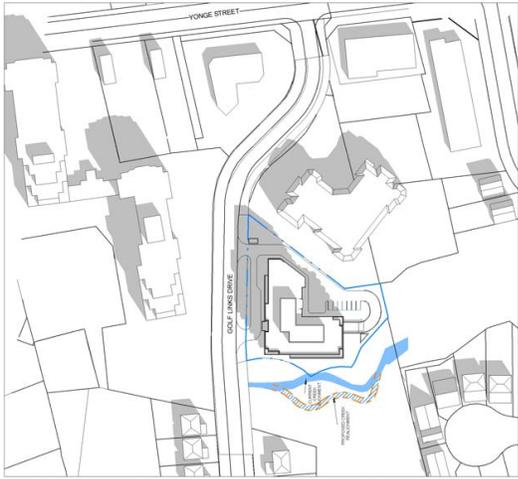
[5 of 9] [March 21, 2015 - 13:18]



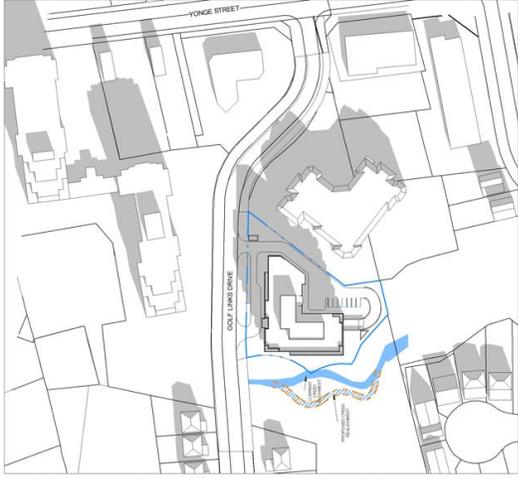
[6 of 9] [March 21, 2015 - 14:18]



[7 of 9] [March 21, 2015 - 15:18]



[8 of 9] [March 21, 2015 - 16:18]



[9 of 9] [March 21, 2015 - 17:18]



# Sun/Shadow Study - March 21



## HIGHLAND GATE DEVELOPMENT

**&CO**  
**Sweeny & Co**  
**Architects Inc.**

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PROJ. No.  
1443

DATE  
2016.11.15

SCALE  
LL/AG

DRAWN  
LL/AG

CHECKED  
CR

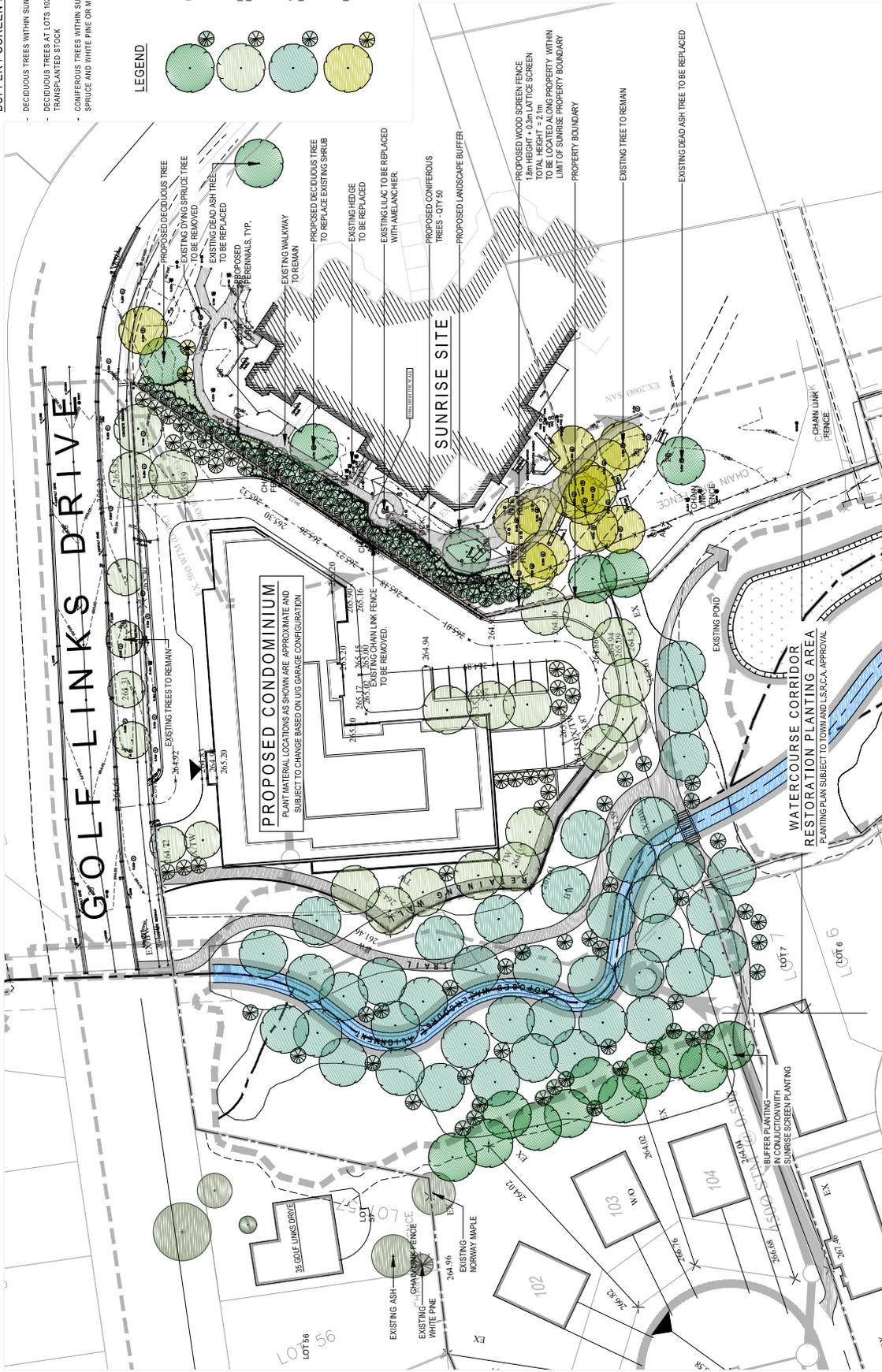
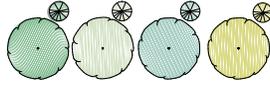
DWG No.  
**A504**

# **SCHEDULE Q**

**BUFFER / SCREEN PLANTING NOTES**

- DECIDUOUS TREES WITHIN SUNRISE SITE TO BE MINIMUM 100mm CAL
- DECIDUOUS TREES AT LOTS 102-104 TO BE 70mm CAL OR TRANSPLANTED STOCK
- CONIFEROUS TREES WITHIN SUNRISE SITE TO BE TRANSPLANTED SPRUCE AND WHITE PINE OR MINIMUM 3.8m HT NURSERY STOCK

**LEGEND**



**HIGHLAND GATE / SUNRISE of AURORA  
INTERFACE CONCEPT PLAN**

SCHOLLEN & Company Inc.  
20 Waterford Court, Unit 105  
Aurora, Ontario L4G 1G9  
P: 905-946-0000  
F: 905-946-0001

SCALE: 1:300  
SEPTEMBER 27, 2016

# **SCHEDULE R**

**ASSUMPTION AGREEMENT**

TO: THE CORPORATION OF THE TOWN OF AURORA and HIGHLAND GATE RATE PAYERS ASSOCIATION INC.

RE: MINUTES OF SETTLEMENT dated [INSERT] between Highland Gate Developments Inc. / Aurora (HGD) Inc. and The Corporation of the Town of Aurora and Highland Gate Rate Payers Association Inc. (the "Minutes")

---

1. The undersigned, [INSERT NAME OF TRANSFEREE], has an agreement with HIGHLAND GATE DEVELOPMENTS INC. / AURORA (HGD) INC. to acquire the lands described in Schedule "A" attached to this Agreement (the "Lands").
2. [INSERT NAME OF TRANSFEREE] acknowledges having received and reviewed a copy of the Minutes and has made any inquiries it deems necessary to satisfy itself that it understands the Minutes and any obligations that it will assume upon becoming the owner of the Lands.
3. In consideration of the sum of Two (\$2.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [INSERT NAME OF TRANSFEREE] hereby agrees that upon becoming the owner of the Lands it will be bound by the Minutes and assume all of the obligations of HIGHLAND GATE DEVELOPMENTS INC. / AURORA (HGD) INC. in accordance with the terms of the Minutes, as if an original signatory to the Minutes.

DATED at [INSERT] this [INSERT] day of [INSERT].

**[INSERT NAME OF TRANSFEREE]**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation

**SCHEDULE "A"**

[INSERT LEGAL DESCRIPTION OF LANDS]