

APPENDIX A - Conditions

TOWN OF OAKVILLE CONDITIONS FOR FINAL APPROVAL FOR THE REGISTRATION OF THE PHASED DRAFT PLAN OF STANDARD CONDOMINIUM BY MATAM HOLDINGS INC.

This approval applies to the Phased Draft Plan of Standard Condominium (File 24CDM-20003/1424) submitted by Matam Holdings Inc. prepared by Rady-Pentek & Edward Surveying Ltd. Dated September 24, 2020. Phase 1 of the condo includes Lots 1-4 and Block 17. Phase 2 includes the remainder of the lands. The final plans are to be reviewed and cleared to the satisfaction of the Town of Oakville.

The Town of Oakville conditions applying to the approval of the final plan for registration of Phased Draft Plan of Standard Condominium (File 24CDM-20003/1424) are as follows for Phase 1:

PHASE 1 CONDITIONS	CLEARANCE AGENCY
GENERAL	
1. The owner enter into a Condominium agreement(s) with the Town and the Region of Halton to satisfy all requirements: financial; engineering; and otherwise of the Town of Oakville and Region of Halton including but not limited to, valleyland rehabilitation, the provision and design and widening of roads, the installation of services, drainage, the phasing of the plan for registration, the provision of roads, watermains, wastewater mains, stormwater facilities, location/ownership/responsibility of noise barriers and utilities to the satisfaction of the Town of Oakville and the Region of Halton.	OAK (DE) RMH
The Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute "other applicable law" within the meaning of the <i>Building Code Act</i> , 1992, S.O. 1992, c.23, as amended, or any successor or replacement legislation and the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owner's lands or any part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of this agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any Court application brought by the Owner to compel issuance of a building permit.	

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| 2. The owner will provide confirmation to the Town's Financial Operations Department that any outstanding taxes in addition to all current year's taxes as levied are fully paid and further, that any outstanding debts to the town have been paid prior to plan registration and again at assumption. | OAK(F) |
| 3. The owner will provide to the Town postponements of any outstanding encumbrances in favour of the Condominium Agreement with the Town. | OAK (L) |
| 4. The owner shall prior to or contemporaneously with the registration of the Condominium, dedicate the following lands free of charge and with clear title (free and clear of encumbrances) and any necessary easements. A Certificate of Title shall be provided and in a form satisfactory to the Town, Region or other authority: | OAK (DE)
(L) (PS)
RMH |
| <ul style="list-style-type: none"> i) Any 0.3 m reserves, road widenings and daylight triangles as may be required on the plan. | |
| 5. That the owner shall, prior to registration, apply and receive approval for the removal of the 0.3 m (1ft) reserve along the access point of the private condominium roadway only where it connects to Scotch Pine Drive | OAK(PS)
(DE) |
| 6. The owner acknowledges that the Town may require minor redline revisions to the draft plan to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan. | OAK(DE) |
| 7. The owner agrees that, should the development be phased, a phasing plan must be submitted prior to final approval. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase, all to the satisfaction of Halton Region, the Town of Oakville Engineering and Construction, Conservation Halton, Halton District School Board, Oakville Hydro, Parks and Open Space, Development Engineering and Planning Services Departments. | RMH
OAK (EC)
(PS)(POS)
(DE), OH,
HDSB |
| 8. The owner provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town. | OAK (DE)
(A) |

LEGAL

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9. The owner shall file with the Director of Planning, a complete copy of the final version of the Declaration and Description to be registered, which includes the following: OAK (PS)(L)

(i) Schedule "A" containing statement from the declarant's solicitor that in his or her opinion, based on the parcel register or abstract index and the plans and drawings recorded in them, the legal description is correct and any easements mentioned in the schedule will exist in law upon the registration of the Declaration and Description; and

(ii) Schedule "G" being the certification of the project engineer and/or architect that all condominium elements have been constructed in accordance with the regulations under the Condominium Act. When the owner files a copy of the Declaration with the Director of Planning, it shall be accompanied with a letter of undertaking, stating that, "This is our undertaking to register the Declaration in the same form and content as was provided to you, subject to any changes the Land Registrar may require. This is also our undertaking to provide you with a registered copy of the Declaration once it is registered. If the Land Registrar requires any amendments to the Declaration, we will advise you.

(iii) A clause stating that the location of all noise attenuation barriers is on private property and that the ownership and future maintenance will be the responsibility of the condominium corporation.

10. The owner shall provide evidence of a shared facilities agreement between the condominium and the owner of the lands to be included in the future phases, which will include cost sharing for the shared internal road. OAK (L)

ZONING

11. That the Owner shall provide the Town, together with the final plan, a list of lot and block widths, depths and areas prepared by an Ontario Land Surveyor, to ensure all lot and blocks meet or exceed the minimum requirements of the approved Zoning By-law. The Owner shall agree to revise the draft plan as required in order to comply with all provisions of the approved Zoning By-law. OAK (Z)

PARKLAND & OPEN SPACE

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12. That the owner agrees to design and implement a detailed landscaping plan for Block 20 abutting Lots 1 – 4 at their cost to the satisfaction of the Parks and Open Space Department and the Development Engineering Department. OAK (POS)(DE)

The landscaping plan for Block 20 will address the interface between Block 20 and Lots 1 – 4, to the satisfaction of the Parks and Open Space Department and Development Engineering Departments.

ROADS & TRANSPORTATION SYSTEMS

13. That the owner secure a street name for the condominium roadway and agree to install appropriate street signage, at the owners expense to the satisfaction of the Engineering and Construction Department. OAK (EC)
14. That the owner is responsible for works outside of the plan area for road improvements to provide for proper access to and from Scotch Pine Drive. These works are 100% at the owner's cost. OAK (EC)
15. The Owner must enter into an easement agreement in favour of the proposed future phase of the condominium to secure access of the private driveway. The easement will be required to be described as a part on a reference plan and registered on title to the satisfaction of Halton Region. RMH

NOISE ABATEMENT

16. The Owner agrees to set out the private maintenance responsibility of the noise wall(s) in perpetuity in the condominium declaration and /or be registered on title, to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH
17. The Owner agrees that all applicable warning clauses stated in the approved Noise Study, prepared by HGC Engineering dated January 26, 2021 shall be listed in the Town's Site Plan Agreement and also be inserted in the Agreements of Purchase and Sale or Lease. RMH

WATER & WASTEWATER SERVICES

18. The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton. RMH

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19. Any existing water service or sanitary service laterals to be disconnected from the system and abandoned must be decommissioned as per the standards and specifications of Halton Region. The applicant is advised to contact Halton's Public Works Department Service Permit Section for details on abandoning water and sanitary sewers. RMH

20. The Owner must demonstrate, to the satisfaction of Halton Region that permanent mutual private domestic watermain and sanitary sewer easements are to be provided that will ensure that access rights to and the maintenance of the private water and sewer systems in the private easement are addressed between the subject lands and the owners of the lands shown as Future Phase 2 and Future Phase 3 on the draft plan. The easement will be required to be described as a part on a reference plan and the transfer documents for the private water and wastewater easements will be required to stand solely on their own, and not part of any other easement or agreement. RMH

FIRE SAFETY & PREVENTION

21. That the owner agree that no development will proceed on any of its lands until adequate services are available including adequate water pressure to the satisfaction of the Town's Fire Department. OAK (FD)

22. That the owner agree to submit a fire route application to designate the fire route onto the Town By-law 1981-66. OAK (FD)

23. That the owner provides a fire break plan and other fire prevention measures to the satisfaction of the Town of Oakville. OAK (FD)

WASTE MANAGEMENT

24. The Owner agrees that if it is confirmed by Halton Region there is sufficient access for trucks to manoeuvre within the site, a signed waste management drive through agreement is required. Should Halton Region determine there is insufficient access for waste management truck manoeuvring; the owner agrees private waste collection for the subject development will be required. RMH

25. The Owner agrees that if confirmed by Halton Region that there is sufficient access for trucks to manoeuvre within the site, a signed waste management drive through agreement is required. RMH

HYDRO

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26. That the owner agrees to satisfy all requirements of Oakville Hydro. OH

UNION GAS

27. That the owner/developer provide to Union Gas Ltd, the necessary easements and/or agreements required by Union Gas Ltd for the provision of gas services for the project, in a form satisfactory to Union Gas. UG

COMMUNICATIONS

28. That the Owner satisfies the telecommunications provider with respect to their land requirements including any necessary easements and agrees to permit all electrical and telecommunication providers who have signed the Town's access agreement to locate on the roads within the plan and that the Owner allow these services to connect to the buildings, all to the satisfaction of the Town. OAK (EC)

29. That prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services). BC

POSTAL SERVICE

30. The owner/developer agrees to determine to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans. CP

WARNING CLAUSES

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31. The Owner agrees that all applicable noise warning clauses shall be listed in the Town's Site Plan Agreement and also be inserted into the condominium declaration and all Agreements of Purchase and Sale or Leases to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH
32. The Owner agrees to include a warning clause in the offers of Purchase and sale or lease, the condominium agreement and condominium declaration regarding the Noise Barrier(s) for Lots 10-16 stating that the noise barrier for these lots will be privately owned in perpetuity and are not under the ownership or maintenance responsibilities of the Regional Municipality of Halton or Town of Oakville. OAK (DE)
RMH
33. That the owner shall include in the offers of purchase and sale to the homeowners for all lots adjacent to the open space areas associated with the creeks, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited." OAK (POS)
34. That the owner incorporate into the future Purchase and Sale agreements a warning clause that advises perspective purchasers that access to the site will only be from Scotch Pine Drive. OAK (DE)
35. That the owner incorporates in all purchase and sale agreements the Town's Street Tree Notice Clause. OAK (POS)
36. That the owner incorporates in all purchase and sale agreements a warning clause regarding the placement of air conditioning units in the side yards. OAK (POS)
37. That the owner incorporate in all purchase and sale agreements a warning clause indicating that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work. OAK (DE)
38. That the owner incorporates in all purchase and sale agreements a warning clause advising that private landscaping is not permitted to encroach within the Town's road allowance. OAK (POS)

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39. That the owner incorporate in all purchase and sale agreements a warning clause advising that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins. OAK (POS)

Purchasers are further advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots.

40. That the following clause be placed on title to Lots 1- 4 and 10 - 16 to caution future residents with respect to outdoor noise: OAK (DE)

"Purchasers are advised that noise levels due to increasing traffic volumes on Proudfoot Trail and Dundas Street West may become of concern, occasionally interfering with activities of the dwelling occupants."

41. That the owner provide for the future installation of air conditioning in the dwellings to be constructed on the following lots: 1 – 4 and 10 -16 inclusive; and that the following clause be placed on title to these lots to caution future residents with respect to outdoor noise: OAK (PS)

"Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some of the occupants. Purchasers are advised that they may find it necessary to equip the dwelling with central air conditioning in order to achieve acceptable indoor noise levels. Provision has been made to the heating system to facilitate this installation."

42. That the owner shall include on all offers of purchase and sale a statement that advises the "Prospective purchasers adjacent to or near channel blocks, and buffer blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails." OAK(DE)

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43. That the owner shall include on all offers of purchase and sale a statement that advises Prospective Purchasers for all blocks adjacent to the Natural Heritage System, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited OAK(DE)
44. That the owner shall include on all offers of purchase and sale a statement that advises the "Prospective purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes and cable/telecommunication pedestals located in front of their properties within the Town's road allowance or on easements." OAK(DE)
45. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home 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; and further, advise any affected homeowners of any established easements granted to Canada Post. CP
46. The owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners does a sign off. CP
47. 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 Oakville. CP

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48. That the owner shall place the following notification in all offers of purchase and sale for all lots/units and in the Town's condominium agreement, to be registered on title: HDSB
- a) Prospective purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
 - b) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick-up points will be generally located on through streets convenient to the Halton District School Board. Additional pick-up points will not be located within the Condominium until major construction activity has been completed.

Those in cases where offers of purchase and sale have already been executed, the owner must send a letter to all purchasers which includes the above statement.

49. That the owner agrees that a clause will be inserted into the Condominium Agreement, and all offers of purchase and sale for residential lots, stating that "Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area." Further, the clause will specify that the "Halton Catholic District School Board will designate pick-up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board." OAK (DE)
HCDSB
50. That the owner include with the condominium agreement, the condominium declaration and with all purchase of sale agreements, the following warning clause: OAK (PS)

"Purchasers are advised that radio towers exist to the north of the site at the intersection of Dundas Street West and Fourth Line.

MISCELLANEOUS NOTICES & SIGNS

51. That the owner shall supply, erect and maintain signs advising prospective purchasers that the school site is not guaranteed and that pupils may be directed to schools outside of the area. Specific wording to be provided by the Halton District School Board. HCDSB
HDSB

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52. That the owner shall provide in each of the sales offices a large coloured map, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department. OAK (CP)
53. That the owner is responsible for all required signage on the various blocks which are part of this plan of Condominium and further, that in the event that the Town installs any signs on the Owners behalf, the Owner agrees to reimburse the Town for the supply, erection and relocation of appropriate signs which depict land uses and other information on the subject and adjacent land including notices relating to the bussing of children until the school sites are available and developed. OAK (DE)

SURVEY REQUIREMENTS

54. The owner shall agree in the Town's Condominium agreement to deposit mylars and digital discs (.dwg file format) of the registered plan of Condominium to the satisfaction of the Town, and that prior to registration of the plan, the owner's surveyor shall submit to the Town horizontal co-ordinates of all boundary monuments for the approved draft plan of condominium. These co-ordinates are to be based on 6 degree UTM Projection, NAD83 Datum and shall match the layering outlined in the Schedule N of the condominium agreement. Exemptions and alternatives to this can only be granted by the Engineering and Construction Department. OAK (EC)
RMH
55. The Owner's surveyor shall submit to Halton Region, and electronic copy of horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be to real 6 degree UTM co-ordinates, NAD 83 datum. OAK
RMH

CLOSING CONDITIONS

56. Prior to signing the final plan the Director of Planning Services shall be advised that all conditions have been carried out to the satisfaction of the relevant agencies, and that a brief but complete statement detailing how each condition has been satisfied has been provided. OAK (A)
57. Prior to signing the final plan the Director of Planning Services shall be advised by the Region of Halton that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. OAK (A)
RMH

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58. Prior to signing the final plan, the Director of Planning Services shall be advised by the telecommunications provider that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. OAK(A)
BC
COGECO
59. Prior to the signing of the final plan the Director of Planning Services shall be advised by the Conservation Halton that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. OAK (A)
CH
60. Prior to signing the final plan the Director of Planning Services shall be advised by the Halton District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. OAK (A)
HDSB
61. Prior to signing the final plan, the Director of Planning Services shall be advised by The Halton Catholic District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. OAK (A)
HCDSB
62. Prior to signing the final plan the Director of Planning Services shall be advised by Canada Post that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. OAK (A)
CP
63. Prior to signing the final plan, the Director of Planning Services shall be advised by Oakville Hydro that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. OH
64. Prior to signing the final plan, the Director of Planning Services shall be advised by Union Gas that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. UG
65. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being April, 2024. OAK (A)

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NOTES – The owner is hereby advised:

1. The required payments and contributions for water, wastewater and roads are payable in accordance with the terms and conditions set out in the applicable allocation program agreement in which the single detached equivalents units (SDEs) are being reserved for the Owner.

The Owner will be also be required to pay all other applicable Regional development charges and front-ending recovery payments prior to the issuance of any building permits, unless a subdivision (or other form of development) agreement is required in which case the road portion and front-ending recovery payment of the Regional development charges are payable upon execution of the agreement. Please visit our website at www.halton.ca to obtain the most current development charge and front-ending recovery payment information, which is subject to change.

Disclaimer: It is the Owner's responsibility to ensure that all applicable payments and development charges for the single detached equivalents units (SDEs) being requested are paid for as required by the terms and conditions of the applicable allocation program agreement.

2. Fees are required by Halton Region and may be required by the Local Municipality for each extension to draft approval and for major revisions to the draft plan or conditions.
3. Purchasers and/or tenants of lots are advised that the Owner will be responsible for waste disposal until such time as Halton Region deems their street safe and accessible to receive Regional waste collection services.
4. Please note the Owner should be made aware that Halton Region will have the following requirements at the time of registration of the condominium:
 - Final draft M plans signed and dated by the Owner, Surveyor and initialed by the Town's Planner
 - Regional Registration fee
 - Registry Office review form
5. The owner/agent, their successors and assigns are hereby notified that the Development Charges of the Town of Oakville are payable in accordance with the applicable Development Charges By-laws, upon issuance of a building permit, at the rate in effect on the date issued.
6. Educational Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield which is specified by the Condominium agreement are subject to Education Development Charges prior to the issuance of a building permit, at a rate in effect at the date of issuance.
7. The applicant is advised that Site Plan approval is required for Lots 11 to 16.

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LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
CP	Canada Post
HCDSB	Halton Catholic District School Board
HDSB	Halton District School Board
CH	Conservation Halton
MCzCR	Ministry of Citizenship, Culture and Recreation
OAK (A)	Town of Oakville – Planning Administration
OAK (F)	Town of Oakville – Finance
OAK (L)	Town of Oakville – Legal
OAK (DE)	Town of Oakville – Development Engineering Department
OAK (PS)	Town of Oakville – Current Planning Services
OAK (LR)	Town of Oakville – Long Range Planning
OAK (Z)	Town of Oakville – Building Services Department, Zoning Section
OAK (FD)	Town of Oakville – Fire Department
OAK (POS)	Town of Oakville – Parks and Open Space Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
OAK (T)	Town of Oakville – Transit
OH	Oakville Hydro
RMH	Regional Municipality of Halton

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**TOWN OF OAKVILLE CONDITIONS FOR FINAL APPROVAL
FOR THE REGISTRATION OF THE PHASED DRAFT PLAN OF
STANDARD CONDOMINIUM
BY MATAM HOLDINGS INC.**

This approval applies to the Phased Draft Plan of Standard Condominium (File 24CDM-20003/1424) submitted by Matam Holdings Inc. prepared by Rady-Pentek & Edward Surveying Ltd. Dated September 24, 2020. Phase 1 of the condo includes Lots 1-4 and Block 17. Phase 2 includes the remainder of the lands. The final plans are to be reviewed and cleared to the satisfaction of the Town of Oakville.

The Town of Oakville conditions applying to the approval of the final plan for registration of Phased Draft Plan of Standard Condominium (File 24CDM-20003/1424) are as follows for Phase 2:

PHASE 2 CONDITIONS	CLEARANCE AGENCY
GENERAL	
1. The owner enter into a Condominium agreement(s) with the Town and the Region of Halton to satisfy all requirements: financial; engineering; and otherwise of the Town of Oakville and Region of Halton including but not limited to, valleyland rehabilitation, the provision and design and widening of roads, the installation of services, drainage, the phasing of the plan for registration, the provision of roads, watermains, wastewater mains, stormwater facilities, location/ ownership/responsibility of noise barriers and utilities to the satisfaction of the Development Engineering Department, Conservation Halton and the Region of Halton.	OAK (DE) RMH CH
The Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute “other applicable law” within the meaning of the <i>Building Code Act</i> , 1992, S.O. 1992, c.23, as amended, or any successor or replacement legislation and the Town’s Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owner’s lands or any part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of this agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any Court application brought by the Owner to compel issuance of a building permit.	

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2. The owner will provide confirmation to the Town's Financial Operations Department that any outstanding taxes in addition to all current year's taxes as levied are fully paid and further, that any outstanding debts to the town have been paid prior to plan registration and again at assumption. OAK(F)
3. The owner will provide to the Town postponements of any outstanding encumbrances in favour of the Condominium Agreement with the Town. OAK (L)
4. The owner acknowledges that registration of the condominium agreement cannot take place until after the demolition of the existing sales centre. OAK (L)
5. The owner acknowledges that the Condominium agreement may provide for repayment of the work done on behalf of the Town first through credits against the component of the development charge from which the payment is to be made as building permits are issued and the balance will be paid to the Owner in the year the project is funded in the Capital Budget. OAK (DE)
6. The owner acknowledges that the condominium agreement may provide for:
 - Conditions that work done on behalf of the Town may not be initiated without Town consent or until funded in the Town's approved capital budget.
 - That works required by Conservation Halton in excess of Town DC standards shall not be reimbursed by the Town.
 - The Owner agrees to submit progress reports for any DC reimbursable items whether repaid through DC credits or other means.
 - The Owner further acknowledges that work on behalf of the Town shall not exceed the estimated values contained within the condominium agreement and that the Town will not accept any further progress certificates relating to the Schedule 'K' works and will not consider the payment of said progress certificates received after the assumption of the condominium by the Town.OAK(F)
7. The Owner agrees to set out the private maintenance responsibility of the noise wall(s) in perpetuity in the condominium declaration and /or be registered on title, to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH

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| <p>8. The owner shall prior to or contemporaneously with the registration of the Condominium, dedicate the following lands free of charge and with clear title (free and clear of encumbrances) and any necessary easements. A Certificate of Title shall be provided and in a form satisfactory to the Town, Region or other authority:</p> <p style="margin-left: 40px;">ii) Any 0.3 m reserves, road widenings and daylight triangles as may be required on the plan.</p> <p style="margin-left: 40px;">iii) Blocks 18, 19 and 20</p> | <p>OAK (DE)
(L) (PS)
RMH</p> |
| <p>9. The owner shall prior to or contemporaneously with the registration of the Condominium establish any necessary easements in favour of the future condominium corporation related to the noise barriers.</p> | <p>OAK(PS) (L)</p> |
| <p>10. That the owner shall, prior to registration, apply and receive approval for the removal of the 0.3 m (1ft) reserve along the access point of the private condominium roadway only where it connects to Scotch Pine Drive</p> | <p>OAK(PS)
(DE)</p> |
| <p>11. The owner acknowledges that the Town may require minor redline revisions to the draft plan to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan.</p> | <p>OAK(DE)</p> |
| <p>12. The owner agrees that, should the development be phased, a phasing plan must be submitted prior to final approval. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase, all to the satisfaction of Halton Region, the Town of Oakville Engineering and Construction, Conservation Halton, Halton District School Board, Oakville Hydro, Parks and Open Space, Development Engineering and Planning Services Departments.</p> | <p>RMH
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HDSB</p> |
| <p>13. The owner provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.</p> | <p>OAK (DE)
(A)</p> |

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14. The owner shall prior to, or with the registration of the Condominium, dedicate any 0.3m reserves, road widening and daylight triangles etc. as may be required on the plan and any necessary easement and or additional required lands which shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements; these lands shall be dedicated with clear title, (free and clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services & Corporate Counsel or his designate. A certificate of title shall be provided in a form satisfactory to the Region.

RMH

15. Any lands within 25m of the centre line of the original 66ft right-of-way of Dundas Street (Regional Road 5) that are part of the subject property shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements; these lands shall be dedicated with clear title, (free and clear of encumbrances) and a Certificate of Title shall be provided to the satisfaction of Halton Region.

RMH

16. A daylight triangle measuring 15m along Dundas Street (Regional Road 5) and 15m along Proudfoot Trail shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements; these lands shall be dedicated with clear title, (free and clear of encumbrances) and a Certificate of Title shall be provided, to the satisfaction of Halton Region.

RMH

SITE PLAN APPROVAL

17. That the owner agrees that development on Units 11-16, inclusive, shall be subject to site plan control. The intention of site plan control in respect of these units shall be to confirm design considerations such as but not limited to the orientation of the dwelling units, berming, noise attenuation and grading.

OAK(PS)

LEGAL

18. That the owner shall agree to register Blocks 17 as a common element with the ~~Vacant Land~~ Condominium, and shall consent to the registration of restrictions under Section 118 of the Land Titles Act and provide undertakings of the owner's solicitor to ensure that this takes place.

OAK(L)

APPENDIX A - Conditions

19. The owner shall file with the Director of Planning, a complete copy of the final version of the Declaration and Description to be registered, which includes the following: OAK (PS)(L)

(i) Schedule "A" containing statement from the declarant's solicitor that in his or her opinion, based on the parcel register or abstract index and the plans and drawings recorded in them, the legal description is correct and any easements mentioned in the schedule will exist in law upon the registration of the Declaration and Description; and

(ii) Schedule "G" being the certification of the project engineer and/or architect that all condominium elements have been constructed in accordance with the regulations under the Condominium Act. When the owner files a copy of the Declaration with the Director of Planning, it shall be accompanied with a letter of undertaking, stating that, "This is our undertaking to register the Declaration in the same form and content as was provided to you, subject to any changes the Land Registrar may require. This is also our undertaking to provide you with a registered copy of the Declaration once it is registered. If the Land Registrar requires any amendments to the Declaration, we will advise you.

(iii) A clause stating that the location of all noise attenuation barriers is on private property and that the ownership and future maintenance will be the responsibility of the condominium corporation.

20. That the owner agrees to insert a clause within the condominium agreement that restricts the conveyance of the model homes until after registration has occurred. OAK(PS)(L)

21. The owner shall provide evidence of a shared facilities agreement between the condominium and the owner of the lands to be included in the future phases, which will include cost sharing for the shared internal road. OAK (L)

ZONING

22. That the Owner shall provide the Town, together with the final plan, a list of lot and block widths, depths and areas prepared by an Ontario Land Surveyor, to ensure all lot and blocks meet or exceed the minimum requirements of the approved Zoning By-law. The Owner shall agree to revise the draft plan as required in order to comply with all provisions of the approved Zoning By-law. OAK (Z)

ENVIRONMENT

APPENDIX A - Conditions

23. That the owner acknowledges that the suitability of the land for the proposed use is a responsibility of the landowner, and that prior to the registration of the plan, the owner has an Environmental Audit (Phase 1) undertaken by a qualified professional engineer to ensure that the land is suitable for the proposed use. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses, the engineer must so advise the Ministry of the Environment and the Town of Oakville. The owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use. OAK (DE)
24. That for any land to be conveyed to the Town, the owner undertake an environmental audit (Phase 1) and agree to undertake any work to clean the site of soil contamination to make the land suitable for the use proposed. OAK (DE)

PARKLAND & OPEN SPACE

25. That the owner post security acceptable to the Town Treasurer or Deputy Treasurer to assure the rehabilitation of any creek block/open space area which may be disturbed during the development of the Condominium. OAK (DE)
OAK(F)
CH
26. That the owner prepares and implements a landscape plan for Block 18 associated with the tributary of the Sixteen Mile Creek to the satisfaction of the Conservation Halton, Development Engineering Department and Parks and Open Space. OAK
(POS)(DE)
CH
27. That the owner agrees to design and implement a detailed landscaping plan for Blocks 19 and 20 at their cost to the satisfaction of the Parks and Open Space Department and the Development Engineering Department. OAK
(POS)(DE)

The landscaping plan for Block 19 will address the interface between Block 19 and Lots 11 - 15 inclusive, to the satisfaction of the Parks and Open Space Department and Development Engineering Departments.

The landscaping plan for Block 20 will address the interface between Block 20 and Lots 1 – 4, 15 and 16 inclusive to the satisfaction of the Parks and Open Space Department and Development Engineering Departments.

APPENDIX A - Conditions

28. The owner agrees to provide the Town with funding for the future maintenance of the existing entry feature within Block 19 to the satisfaction of the Parks and Opens Space Department or the removal of the existing entry feature within Block 19 to the satisfaction of the Parks and Opens Space Department. OAK (POS)(DE)
29. That the Owner install a 1.2 metre high black vinyl coated chain link fence, or equivalent barrier as approved by the Town, along the common boundary line, setback 0.15 metres on Town property, between the Natural Heritage System and the abutting blocks. The fence must be installed prior to occupancy on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the natural heritage system to the satisfaction of the Planning Services Department, Development Engineering Department, Conservation Halton and Parks and Open Space Department. And further that the Owner provide a legal survey, prepared and signed by an OLS), confirming the location of all fencing installed in 100% on public property and also confirming that there are no known encroachments at the time of assumption. OAK (DE)(POS) CH

STORMWATER MANAGEMENT

30. That the owner revises and implements a detailed report on storm water management to the satisfaction of the Development Engineering Department. OAK (DE)
31. That storm sewerage, lot grading and street grading must be in conformity with the Town of Oakville's Storm Drainage Policies and Criteria Manual and to the satisfaction of the Planning Services Department in accordance with the Development Engineering Procedures and Guidelines Manual. OAK (DE)
32. That the owner submits grading plans for all lots/blocks to the satisfaction of the Development Engineering Department, Parks and Open Space and Conservation Halton. CH OAK (DE)(POS)
33. That the owner erect a paige wire fence/temporary barrier with appropriately backfilled filter cloth prior to the stripping of top-soil, construction or regrading along the rear of blocks adjacent to all of the watercourse block to the satisfaction of the Development Engineering Department, Parks and Open Space; and further that the owner agree to maintain the fence until all final landscaping has been completed. OAK (DE) (POS)

APPENDIX A - Conditions

34. That the owner undertake no regrading or stockpiling of fill within 7.5 metres (25 feet) of the stable top of bank without the written permission of the Conservation Halton and to the satisfaction of the Development Engineering Department and Parks and Open Space. OAK (DE)
(POS)
CH
35. That the owner agree that if it is determined through detailed design that grade changes are required in order to accommodate development of lots/blocks adjacent to a buffer block, this grade change must be accommodated outside of the buffer block and the lot lines adjusted accordingly, to the satisfaction of Conservation Halton and the Town of Oakville. CH
OAK(DE)
(POS)
36. That the owner agrees that no fill from the site may be dumped on or off site in an area regulated by Conservation Halton without the prior written permission of Conservation Halton. CH
37. That the owner obtain the prior written approval of the Conservation Halton for any works within the area regulated pursuant to Ontario Regulation 162/06 CH
38. That the owner agrees that, immediately prior to the registration of the draft plan, the owner submit the applicable final clearance fee to Conservation Halton, pursuant to Schedule J of the Region of Halton's Memorandum of Understanding. If the development is phased, each phase will require a separate clearance fee. CH

LANDSCAPING & TREE PRESERVATION

39. That the owner agrees not to remove or disturb any trees on the subject property without the approval from the Town. OAK
(DE)(POS)
40. That the owner prepare and submit to the Town a grading plan showing the existing and proposed grades at the base of the trees after construction to the satisfaction of the Parks and Open Space Department. OAK (POS)
41. That the owner submits monthly sediment and erosion control reports during construction, to the satisfaction of the Town of Oakville. OAK(DE)

ROADS & TRANSPORTATION SYSTEMS

42. That owner design, install and pay for any and all necessary road improvements related to the closure of the Proudfoot Trail driveway entrance to the satisfaction of Development Engineering. OAK(DE)

APPENDIX A - Conditions

43. That the owner secure a street name for the condominium roadway and agree to install appropriate street signage, at the owners expense to the satisfaction of the Engineering and Construction Department. OAK (EC)
44. That the owner is responsible for works outside of the plan area for road improvements to provide for proper access to and from Scotch Pine Drive. These works are 100% at the owner's cost. OAK (EC)
45. That the owner provides a route for construction vehicles to access the subject land to the satisfaction of the Development Engineering Department. OAK (DE)
46. The Owner must enter into an easement agreement in favour of the proposed future phase of the condominium to secure access of the private driveway. The easement will be required to be described as a part on a reference plan and registered on title to the satisfaction of Halton Region. RMH
47. That an updated Transportation Assessment (TA) and/or Transportation letter and/or Transportation Impact Study Addendum must be completed by a qualified Transportation consultant for all subsequent phases of the proposed development to the satisfaction of Halton Region. RMH

NOISE ABATEMENT

48. The Owner agrees to set out the private maintenance responsibility of the noise wall(s) in perpetuity in the condominium declaration and /or be registered on title, to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH
49. The Owner agrees noise mitigation barrier(s) will be required on **Lots 10 to 16** shown on the draft plan as Future Phase 3 to mitigate the noise generated from adjacent roadways. Further, the Owner agrees to construct the noise barrier(s) 0.3m into the private property line to the satisfaction of Halton Region, at the Owner's cost and acknowledges that future maintenance of the private noise barrier(s) will be the responsibility of the condominium in perpetuity, this must be shown in the Condominium declaration and descriptions to the satisfaction of Halton Region. OAK (DE)
RMH
50. The Owner agrees to install the noise barriers for **Lots 10 to 16**, 0.3m into the private property line to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH

APPENDIX A - Conditions

51. The Owner agrees in writing that a detailed noise study must be conducted and provided to Halton Region and Town of Oakville when grading information and specific lotting details are available to refine barrier heights, to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH
52. The Owner agrees in writing that prior to the issuance of occupancy permits, a Professional Engineer qualified to perform acoustical engineering services in Ontario shall certify that the noise control measures have been properly installed and constructed as per the recommendations of Halton Region. RMH
53. The Owner agrees in writing that confirmation is to be received from the noise consultant that the recommendations from the final noise study have been implemented, to the satisfaction of Halton Region. OAK (DE)
RMH
54. The Owner agrees that all applicable warning clauses stated in the approved Noise Study, prepared by HGC Engineering dated January 26, 2021 shall be listed in the Town's Site Plan Agreement and also be inserted in the Agreements of Purchase and Sale or Lease. RMH
55. That an updated Noise Assessment Study must be completed by a qualified Noise consultant for all subsequent phases of the proposed development to the satisfaction of Halton Region. RMH

WATER & WASTEWATER SERVICES

56. The owner shall update and implement the report entitled "Functional Servicing Report, Proudfoot Trail Housing Development", prepared by Stantec and dated Rev 4, February 15, 2018 to reflect the updated draft plan to the satisfaction of the Region of Halton and Town of Oakville. OAK (PS)
(DE)
RMH
57. The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton. RMH
58. That the owner explores options to relocating the proposed 200 mm watermain proposed through Blocks 19 and 20 to the satisfaction of Halton Region and Town of Oakville. Further, the owner agrees to implement the final accepted option. OAK (PS)
(DE)
RMH
59. Any existing water service or sanitary service laterals to be disconnected from the system and abandoned must be decommissioned as per the standards and specifications of Halton Region. The applicant is advised to contact Halton's Public Works Department Service Permit Section for details on abandoning water and sanitary sewers. RMH

APPENDIX A - Conditions

60. The owner shall contact the Regional Service Permit Section for review and approval of the proposed water and sanitary servicing, to obtain water and sanitary sewer Services Permits, and pay all necessary fees. RMH

61. The Owner must demonstrate, to the satisfaction of Halton Region that permanent mutual private domestic watermain and sanitary sewer easements are to be provided that will ensure that access rights to and the maintenance of the private water and sewer systems in the private easement are addressed between the subject lands and the owners of the lands shown as Future Phase 2 and Future Phase 3 on the draft plan. The easement will be required to be described as a part on a reference plan and the transfer documents for the private water and wastewater easements will be required to stand solely on their own, and not part of any other easement or agreement. RMH

FIRE SAFETY & PREVENTION

62. That the owner agree that no development will proceed on any of its lands until adequate services are available including adequate water pressure to the satisfaction of the Town's Fire Department. OAK (FD)

63. That the owner agree to submit a fire route application to designate the fire route onto the Town By-law 1981-66. OAK (FD)

64. That the owner provides a fire break plan and other fire prevention measures to the satisfaction of the Town of Oakville. OAK (FD)

WASTE MANAGEMENT

65. The Owner agrees that if it is confirmed by Halton Region there is sufficient access for trucks to manoeuver within the site, a signed waste management drive through agreement is required. Should Halton Region determine there is insufficient access for waste management truck manoeuvring; the owner agrees private waste collection for the subject development will be required. RMH

66. The Owner agrees that if confirmed by Halton Region that there is sufficient access for trucks to manoeuver within the site, a signed waste management drive through agreement is required. RMH

HYDRO

67. That the owner agrees to satisfy all requirements of Oakville Hydro. OH

UNION GAS

APPENDIX A - Conditions

68. That the owner/developer provide to Union Gas Ltd, the necessary easements and/or agreements required by Union Gas Ltd for the provision of gas services for the project, in a form satisfactory to Union Gas. UG

COMMUNICATIONS

69. That the Owner satisfies the telecommunications provider with respect to their land requirements including any necessary easements and agrees to permit all electrical and telecommunication providers who have signed the Town's access agreement to locate on the roads within the plan and that the Owner allow these services to connect to the buildings, all to the satisfaction of the Town. OAK (EC)

70. That prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services). BC

POSTAL SERVICE

71. The owner/developer agrees to determine to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans. CP

SOIL & GRADING

72. That all blocks for which there are no immediate building permit applications be graded, seeded, and maintained to the satisfaction of the Development Engineering Department. OAK (DE)

APPENDIX A - Conditions

73. That the owner agrees to prepare a Soil Management Plan with the objective of minimizing excess soil generated from the site to the satisfaction of the Development Engineering Department. OAK (DE)

74. That the owner agree to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities. Site alteration permits are required for each lot at the time of building permit issuance for each lot. OAK (DE)

WARNING CLAUSES

75. The Owner agrees that all applicable noise warning clauses shall be listed in the Town's Site Plan Agreement and also be inserted into the condominium declaration and all Agreements of Purchase and Sale or Leases to the satisfaction of Halton Region and Town of Oakville. OAK (DE)
RMH

76. The Owner agrees to include a warning clause in the offers of Purchase and sale or lease, the condominium agreement and condominium declaration regarding the Noise Barrier(s) for Lots 10-16 stating that the noise barrier for these lots will be privately owned in perpetuity and are not under the ownership or maintenance responsibilities of the Regional Municipality of Halton or Town of Oakville. OAK (DE)
RMH

77. That the owner shall include in the offers of purchase and sale to the homeowners for all lots adjacent to the open space areas associated with the creeks, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited." OAK (POS)

78. That the owner incorporate into the future Purchase and Sale agreements a warning clause that advises perspective purchasers that access to the site will only be from Scotch Pine Drive. OAK (DE)

79. That the owner incorporates in all purchase and sale agreements the Town's Street Tree Notice Clause. OAK (POS)

80. That the owner incorporates in all purchase and sale agreements a warning clause regarding the placement of air conditioning units in the side yards. OAK (POS)

APPENDIX A - Conditions

81. That the owner incorporate in all purchase and sale agreements a warning clause indicating that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work. OAK (DE)
82. That the owner incorporates in all purchase and sale agreements a warning clause advising that private landscaping is not permitted to encroach within the Town's road allowance. OAK (POS)
83. That the owner incorporate in all purchase and sale agreements a warning clause advising that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins. OAK (POS)

Purchasers are further advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots.

84. That the following clause be placed on title to Lots 1- 4 and 10 - 16 to caution future residents with respect to outdoor noise: OAK (DE)
"Purchasers are advised that noise levels due to increasing traffic volumes on Proudfoot Trail and Dundas Street West may become of concern, occasionally interfering with activities of the dwelling occupants."
85. That the owner provide for the future installation of air conditioning in the dwellings to be constructed on the following lots: 1 – 4 and 10 – 16 inclusive; and that the following clause be placed on title to these lots to caution future residents with respect to outdoor noise: OAK (PS)

"Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some of the occupants. Purchasers are advised that they may find it necessary to equip the dwelling with central air conditioning in order to achieve acceptable indoor noise levels. Provision has been made to the heating system to facilitate this installation."

APPENDIX A - Conditions

86. That the owner shall include on all offers of purchase and sale a statement that advises the "Prospective purchasers adjacent to or near channel blocks, and buffer blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails." OAK(DE)
87. That the owner shall include on all offers of purchase and sale a statement that advises Prospective Purchasers for all blocks adjacent to the Natural Heritage System, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited OAK(DE)
88. That the owner shall include on all offers of purchase and sale a statement that advises the "Prospective purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes and cable/telecommunication pedestals located in front of their properties within the Town's road allowance or on easements." OAK(DE)
89. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home 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; and further, advise any affected homeowners of any established easements granted to Canada Post. CP
90. The owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners does a sign off. CP
91. 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 Oakville. CP

APPENDIX A - Conditions

92. That the owner shall place the following notification in all offers of purchase and sale for all lots/units and in the Town's condominium agreement, to be registered on title: HDSB
- a) Prospective purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
 - b) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick-up points will be generally located on through streets convenient to the Halton District School Board. Additional pick-up points will not be located within the Condominium until major construction activity has been completed.

Those in cases where offers of purchase and sale have already been executed, the owner must send a letter to all purchasers which includes the above statement.

93. That the owner agrees that a clause will be inserted into the Condominium Agreement, and all offers of purchase and sale for residential lots, stating that "Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area." Further, the clause will specify that the "Halton Catholic District School Board will designate pick-up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board." OAK (DE)
HCDSB
94. That the owner include with the condominium agreement, the condominium declaration and with all purchase of sale agreements, the following warning clause: OAK (PS)

"Purchasers are advised that radio towers exist to the north of the site at the intersection of Dundas Street West and Fourth Line.

95. The Owner agrees to include a warning clause in the offers of Purchase and sale or lease regarding the Noise Barrier(s) for Lots 10 -16 shown on the draft plan as Future Phase 3 stating that the noise barrier for Lots 10-16 will be privately owned in perpetuity and are not under the ownership or maintenance responsibilities of the Regional Municipality of Halton. RMH

MISCELLANEOUS NOTICES & SIGNS

APPENDIX A - Conditions

96. That the owner shall supply, erect and maintain signs advising prospective purchasers that the school site is not guaranteed and that pupils may be directed to schools outside of the area. Specific wording to be provided by the Halton District School Board. HCDSB
HDSB
97. That the owner shall provide in each of the sales offices a large coloured map, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department. OAK (CP)
98. That the owner is responsible for all required signage on the various blocks which are part of this plan of Condominium and further, that in the event that the Town installs any signs on the Owners behalf, the Owner agrees to reimburse the Town for the supply, erection and relocation of appropriate signs which depict land uses and other information on the subject and adjacent land including notices relating to the bussing of children until the school sites are available and developed. OAK (DE)

SURVEY REQUIREMENTS

99. The owner shall agree in the Town's Condominium agreement to deposit mylars and digital discs (.dwg file format) of the registered plan of Condominium to the satisfaction of the Town, and that prior to registration of the plan, the owner's surveyor shall submit to the Town horizontal co-ordinates of all boundary monuments for the approved draft plan of condominium. These co-ordinates are to be based on 6 degree UTM Projection, NAD83 Datum and shall match the layering outlined in the Schedule N of the condominium agreement. Exemptions and alternatives to this can only be granted by the Engineering and Construction Department. OAK (EC)
RMH
100. The Owner's surveyor shall submit to Halton Region, and electronic copy of horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be to real 6 degree UTM co-ordinates, NAD 83 datum. OAK
RMH

APPENDIX A - Conditions

ASSET MANAGEMENT

101. The owner hereby covenants and agrees to deliver to the Town following materials (hereinafter in this section referred to as the “Materials” within the times herein provided):
- i.. Prior to registration of the Plan:
 - ii. A table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands to be dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the “Dedicated Lands”); and
 - iii. A table in form and content acceptable to the Town, and certified by the Owner’s Engineer, setting out all materials constructed for the Town, the dates of their estimated respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs.

OAK(F)

CLOSING CONDITIONS

102. Prior to signing the final plan the Director of Planning Services shall be advised that all conditions have been carried out to the satisfaction of the relevant agencies, and that a brief but complete statement detailing how each condition has been satisfied has been provided.
103. Prior to signing the final plan the Director of Planning Services shall be advised by the Region of Halton that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
104. Prior to signing the final plan, the Director of Planning Services shall be advised by the telecommunications provider that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
105. Prior to the signing of the final plan the Director of Planning Services shall be advised by the Conservation Halton that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

OAK (A)

OAK (A)
RMH

OAK(A)
BC
COGECO

OAK (A)
CH

APPENDIX A - Conditions

- | | | |
|------|---|------------------|
| 106. | Prior to signing the final plan the Director of Planning Services shall be advised by the Halton District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. | OAK (A)
HDSB |
| 107. | Prior to signing the final plan, the Director of Planning Services shall be advised by The Halton Catholic District School Board that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | OAK (A)
HCDSB |
| 108. | Prior to signing the final plan the Director of Planning Services shall be advised by Canada Post that all applicable conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied. | OAK (A)
CP |
| 109. | Prior to signing the final plan, the Director of Planning Services shall be advised by Oakville Hydro that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | OH |
| 110. | Prior to signing the final plan, the Director of Planning Services shall be advised by Union Gas that all applicable conditions has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied. | UG |
| 111. | All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being April, 2024. | OAK (A) |

NOTES – The owner is hereby advised:

1. The required payments and contributions for water, wastewater and roads are payable in accordance with the terms and conditions set out in the applicable allocation program agreement in which the single detached equivalents units (SDEs) are being reserved for the Owner.

The Owner will be also be required to pay all other applicable Regional development charges and front-ending recovery payments prior to the issuance of any building permits, unless a subdivision (or other form of development) agreement is required in which case the road portion and front-ending recovery payment of the Regional development charges are payable upon execution of the agreement. Please visit our website at www.halton.ca to obtain the most current development charge and front-ending recovery payment information, which is subject to change.

Disclaimer: It is the Owner's responsibility to ensure that all applicable payments and development charges for the single detached equivalents units (SDEs) being requested are paid for as required by the terms and conditions of the applicable allocation program agreement.

APPENDIX A - Conditions

2. Fees are required by Halton Region and may be required by the Local Municipality for each extension to draft approval and for major revisions to the draft plan or conditions.
3. Purchasers and/or tenants of lots are advised that the Owner will be responsible for waste disposal until such time as Halton Region deems their street safe and accessible to receive Regional waste collection services.
4. Please note the Owner should be made aware that Halton Region will have the following requirements at the time of registration of the condominium:
 - Final draft M plans signed and dated by the Owner, Surveyor and initialed by the Town's Planner
 - Regional Registration fee
 - Registry Office review form
5. The owner/agent, their successors and assigns are hereby notified that the Development Charges of the Town of Oakville are payable in accordance with the applicable Development Charges By-laws, upon issuance of a building permit, at the rate in effect on the date issued.
6. Educational Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield which is specified by the Condominium agreement are subject to Education Development Charges prior to the issuance of a building permit, at a rate in effect at the date of issuance.
7. The applicant is advised that Site Plan approval is required for Lots 11 to 16.

LEGEND – CLEARANCE AGENCIES

BC	Bell Canada
CP	Canada Post
HCDSB	Halton Catholic District School Board
HDSB	Halton District School Board
CH	Conservation Halton
MCzCR	Ministry of Citizenship, Culture and Recreation
OAK (A)	Town of Oakville – Planning Administration
OAK (F)	Town of Oakville – Finance
OAK (L)	Town of Oakville – Legal
OAK (DE)	Town of Oakville – Development Engineering Department
OAK (PS)	Town of Oakville – Current Planning Services
OAK (LR)	Town of Oakville – Long Range Planning
OAK (Z)	Town of Oakville – Building Services Department, Zoning Section
OAK (FD)	Town of Oakville – Fire Department

APPENDIX A - Conditions

OAK (POS)	Town of Oakville – Parks and Open Space Department
OAK (EC)	Town of Oakville – Engineering and Construction Department
OAK (T)	Town of Oakville – Transit
OH	Oakville Hydro
RMH	Regional Municipality of Halton