

PB-78-18 APPENDIX C – CONDITIONS OF ZONING APPROVAL

Prior to the enactment of the amending zoning by-law, the owner shall sign the City's standard Residential Development Agreement and any other necessary agreement(s) in effect on the date of signing. The agreement(s) shall be signed within one year of the date of Council approval, failing which, Council's approval shall lapse. The Residential Development Agreement shall include the following:

- 1) The Owner shall complete the following to the satisfaction of the City of Burlington Director of City Building:
 - a. Agree to generally comply with the preliminary concept site plan prepared by Core Architects Inc, dated August 10, 2018, and stamped received by the City of Burlington August 10, 2018;
 - b. Agree to establish and maintain a privately owned open space measuring approximately 1580 m² as generally shown on the concept plan;
 - c. With the site plan application submit landscape plans showing a open space design with seating, shade structures, a focal point, and refuse bins;
 - d. Agree to provide sidewalks and pedestrian links to the existing multi-use trail within the hydro-corridor;
 - e. Agree to register a public access easement over the northerly sidewalk connection to the multi-use trail;
 - f. With the site plan application, agree to submit an urban design brief addressing:
 - i. The podium link between the two buildings so that the apartment development reads as two separate buildings;
 - ii. Design of the commercial space including signage and associated outdoor amenity area to create a prominent entrance to the site and commercial unit;
 - iii. End treatment of back-to-back townhouses and street townhouses, including the use of enhanced materials (ex., brick, stone, wood) to create visual interest at the entrance to the site.
- 2) The Owner shall complete the following to the satisfaction of the Burlington Director of Transportation Services:

- a. Agree to provide a minimum of 4 visitor parking spaces for the street townhouses on the condominium site as generally shown on the concept site plan;
 - b. Agree to register a public access easement in favour of the owners of the street townhouse units on the visitor parking spaces located on the condominium site as well as access to those spaces;
 - c. Submit for approval a Transportation Management Plan, with measures to reduce vehicular demand and encourage the use of public transit, cycling and walking, that addresses the following:
 - i. The owner agrees that it will unitize and retain ownership in perpetuity of two parking spaces on the subject lands as shown on the proposed preliminary concept site plan, and that the two parking spaces shall be used for car share vehicles associated with either Adi's own car share service, or leased to another car share service provider.
 - ii. The owner agrees that Adi's car share service, or another car share service provider, shall be in operation on the subject lands prior to first occupancy of the residential units developed on the subject land. The City acknowledges and agrees that the location of the parking spaces used for car share services may change during the construction of the different phases of the development in accordance with an approved site plan. Adi agrees that upon completion of the development of the Adi Lands, the two parking spaces to be used for car share vehicles shall be in the location as set out in an approved site plan.
 - iii. The City and Owner agree that Owner or Adi's car share service will fund the cost of providing car share service of at least two vehicles to the subject lands for at least two years.
- 3) The Owner shall complete the following to the satisfaction of the City Arborist:
- a. The Owner shall compensate the City of Burlington for the removal of seven (7) city-owned trees from the Valera Road, Appleby Line and Thomas Alton Blvd rights-of-way in front of the subject lands by providing compensation (replanting or cash-in-lieu, where opportunity for replanting is not available, in the amount of \$4,800.00);

- b. The Owner agrees that all associated costs with respect to the removal of the trees will be the responsibility of the Owner and the contractor hired to remove the trees will be approved by the City;
 - c. The Owner agree to submit a landscape plan for the three street frontages, which includes appropriate City trees and infrastructure to accommodate them, to the satisfaction of the Executive Director of Capital Works.
- 4) The Owner shall complete the following to the satisfaction of the Burlington Director of Finance:
- a. Property taxes must be paid in full, including all future installments levied.
- 5) The Owner shall complete the following to the satisfaction of the Halton District School Board:
- a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots / units and in the City's subdivision / condominium agreement, to be registered on title:
 - i. Prospective purchasers are advised that pupils may be accommodated in temporary facilities and / or be directed to schools outside of the area.
 - ii. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
 - b. The Owner agrees that in cases where the offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which includes the above statements.
 - c. The Owner agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - d. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will

make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.

- e. The Owner agrees that a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the Halton District School Board.
- 6) The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
- a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots / units and in the City's subdivision / condominium agreement, to be registered on title:
 - i. Prospective purchase are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and / or bused to existing facilities outside the area.
 - ii. Prospective purchases are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you area notified that school buses will not enter cul-de-sacs.
 - iii. In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.
 - b. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and / or busing will be provided. The Owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
 - c. The Developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the HCDSB. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.

Notes:

- 1) The Owner, its successors and assigns, is hereby notified that City development charges may be payable in accordance with By-law No. 49-

2009, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.

- 2) 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 that are additional to the maximum unit yield that is specified by the Subdivision / Condominium Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.