

APPENDIX 'A'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-01020 (PHASE 2)
(WYNBERRY DEVELOPMENTS INC.)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-386, Drawing No. 05:6, dated September 16, 2005.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on April 18, 2009 unless extended by the Town upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 304-87 and 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 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, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.

2. Tree Preservation and Landscaping

- 2.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans based on the approved Wismer Commons Design Plan, to the satisfaction of the Town. These plans are to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:
 - a) street tree planting, including a minimum of one tree per residential lot with a maximum space of 12 metres between trees. The size, spacing and species selected shall be to the satisfaction of the Town (Commissioner of Development Services)
 - b) Lot 12 fencing adjacent to stormwater management pond
 - d) buffer landscaping at the rear of all lots including:

- 2 to 2.5m high cedar hedge along the rear property line
 - 75mm caliber deciduous trees at the top of the slope in the rear yard
- e) any other landscaping as determined by the Wismer Commons Design Plan and the Environmental Master Drainage Plan.
- 2.2 The Owner covenants and agrees that the detailed design and construction of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.
- 2.3 The Owner shall submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 2.4 The Owner shall covenant and agree in the subdivision agreement that the Owner shall prepare and submit site grading/tree preservation plans, with respect to trees to be preserved on any portion of the plan of subdivision, showing the location of buildings and structures to be erected and proposed municipal services and utilities in that area, in accordance with the approved Tree Preservation Plan for the approval of the Town (Commissioner of Development Services) prior to the issuance of building permits.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 2.6 The Owner shall covenant and agree in the subdivision agreement to register on title a restrictive covenant to secure the 3m rear yard landscape buffer, to the satisfaction of the Town.
- 2.7 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

2.8 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Condition 2.1.

2.9 The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A
CONDITION OF APPROVAL OF THE SUBDIVISION
WITHIN WHICH THIS LOT IS LOCATED, THE TOWN
OF MARKHAM HAS REQUIRED THE DEVELOPER
TO UNDERTAKE AND BEAR THE COST OF THE
FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD)
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

2.10 The Owner shall provide a copy of the standard agreement of purchase and sale that includes the required clause identified in Condition 2.9 to the Town.

3. Municipal Services

3.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the subdivision by the Town.

- 3.2 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal permit in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.
- 3.3 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Services has been advised by the Director of Engineering that water, sewage treatment, utilities and roads satisfactory to the Director of Engineering are available to the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 3.4 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 3.5 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 3.6 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 3.7 The Owner acknowledges that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed in a timely manner.
- 3.8 The Owner shall pay their proportionate share of the Hwy. 48 flow control measures, to the satisfaction of the Director of Engineering.

4. Community Design Plan

- 4.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Wismer Commons Community Design Plan into all municipal works, site plan and building permit applications within the plan of subdivision.
- 4.2 The Owner shall covenant and agree in the subdivision agreement to implement the Wismer Commons Architectural Control Guidelines for this plan of subdivision.

5. Utilities

- 5.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town (Commissioner of Development Services) and authorized agencies.
- 5.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Power Stream, Enbridge, telecommunications companies, etc.
- 5.3 The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 5.4 The Owners shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 5.5 The Owners shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

- 5.6 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the Town in consultation with Canada Post.
- 5.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

6. Development Charges

- 6.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.

7. Environmental Assessment

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a Phase 1 Environmental Assessment report prepared by a professional engineering consultant or equivalent, in accordance with MOEE guidelines or other guidelines as appropriate, to the satisfaction of the Town. This report shall include a review of the decommissioning of any existing wells and septic systems within the plan of subdivision.

8. Heritage

- 8.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture (Heritage Branch). No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture (Heritage Branch) to the

Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 8.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture (Heritage Branch).
- 8.3 The Owner shall covenant and agree in the subdivision agreement to upgrade the rear building elevation designs of the proposed dwellings within this plan of subdivision to incorporate heritage features in accordance with plans reviewed and approved by Town heritage staff.

9. Other Town Requirements

- 9.1 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Wismer Commons Secondary Plan PD 36 area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the Town by the Developers Group Trustee to the satisfaction of the Town Solicitor.
- 9.2 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.

10. Region of York

- 10.1 The Region shall confirm that adequate water supply capacity and sewage treatment capacity are available and have been allocated by the Town of Markham for the development proposed within this draft plan of subdivision.
- 10.2 The owner shall enter into an agreement with the Regional Municipality of York, 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-laws DC-0005-2003-050 and # DC-0005(a)-2005-060.

11. External Clearances

11.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 10.1 and 10.2, have been satisfied.
- b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 8.1 and 8.2 have been satisfied.

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