

**APPENDIX 'D'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-02011 (PHASE 2)**  
**(16<sup>TH</sup> AND MCCOWAN HOLDINGS LTD.)**

1.     General

1.1     Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-425, Drawing No. 06:9, dated January 23, 2006 incorporating the following redline revision:

- provide a 0.3m reserve at the west end of Street 1

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 June 6, 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.     Roads

2.1     The road allowance within the draft plan shall be named to the satisfaction of the Town (Commissioner of Development Services) and the Region of York.

2.2     The road allowance within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.

2.3     The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).

- 2.4 The Owner shall covenant and agree in the subdivision agreement to provide temporary accesses and/or turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the Town, to the satisfaction of the Town (Commissioner of Development Services). The design of the temporary accesses and/or turning circles, and any implications on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the Town.
- 2.5 The Owner shall convey a 0.3m reserve at the west end of Street 1 to the Town, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.6 The Owner understands and agrees that prior to registration, the Town reserves the right to modify the road standards and rights-of-way as shown on the plan to accommodate snow removing, firefighting operations, etc. The Owner further agrees to revise the draft plan as required to the satisfaction of the Town.
- 2.7 The Owner shall construct the road within the draft plan in accordance with the recommendations of the Wismer Internal Traffic Impact Study and the Wismer Traffic Phasing Plan prepared by Entra Consultants.

### 3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a detailed Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on 16<sup>th</sup> Avenue and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the detailed Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York. The Owner will be responsible for including all noise warning clauses in the Offers of Purchase and Sale, for affected lots including any Offers of Purchase and Sale entered into prior to execution of the subdivision agreement.

4. Streetscape and Landscape Plans

- 4.1 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) privacy fencing on exterior side yards of residential units abutting lanes and roadways
  - c) noise attenuation fencing in accordance with the approved noise study, wholly on residential lots
  - d) planting for Buffer Block 103 that was previously conveyed to the Town through the registration of Plan 65M-3806
  - e) any other landscaping as determined by the Wismer Commons Community Design Plan
- 4.2 The Owner shall covenant and agree in the subdivision agreement 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.
- 4.3 The Owner shall provide through the registration of a subdivision agreement, a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, stormwater management ponds, walkways, buffers and other landscaping requirements.
- 4.4 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 4.1.
- 4.5 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.”

- 4.6 The Owner shall provide a copy of the standard agreement of purchase and sale that includes the required clause identified in Condition 4.8 to the Town.

5. Municipal Services

- 5.1 The Owner shall covenant and agree to abide by all conditions of the Agreement (Valleylands Agreement) entered into with the Town and the Trustee of the Wismer Commons Developers’ Group agreement dated March 12, 2001, as amended.
- 5.2 The Owner covenants and agrees to implement the Municipal Servicing Report prepared by Schaeffers Consulting Engineers dated September 1999 prior to registration of this plan of subdivision. The requirements from this report shall be incorporated in the final plan and provided for in the subdivision agreement.

- 5.3 The Owner shall covenant and agree in the subdivision agreement to submit Erosion and Sedimentation Control drawings to the satisfaction of the Director of Engineering and implement such controls prior to proceeding with any on-site works.
- 5.4 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal approval in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.

Note: Subject to Council adoption, the Topsoil Removal By-Law shall be replaced by the Site Alteration By-Law

- 5.5 The Owner shall covenant and agree in the subdivision agreement to provide a temporary drainage system to accommodate drainage from undeveloped phases of the subdivision to the satisfaction of the Director of Engineering. If, in the opinion of the Director of Engineering, drainage problems occurs as a result of an insufficient temporary drainage system for the undeveloped phases, the Owner agrees to correct them by regrading, construction of additional catchbasins, swales, retaining walls, or other structures that may be necessary to correct such problems and as directed by the Director of Engineering.
- 5.6 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 service the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 5.7 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 and secure water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 5.8 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, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).

- 5.9 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, erosion and sedimentation control plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 5.10 The Owner acknowledges and agrees that the servicing allocation for the 24 units is part of the 402 units allocated to the Wismer Commons Developments in accordance with the conditions outlined in the Town's November 29, 2005, Council report.
- 5.11 The Owner acknowledges and agrees that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed in a timely manner, or in accordance with on-going monitoring to ensure a reasonable distribution of servicing allocation among landowners in the Wismer Commons Community, in consultation with the Developers Group.
- 5.12 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads to the satisfaction of the Director of Engineering.
- 5.13 The Owner shall pay their proportionate share of the Hwy. 48 flow control measures, to the satisfaction of the Director of Engineering.

6. Community Design Plan

- 6.1 The Owner shall agree to follow and implement the Wismer Commons Community Design Plan, Town of Markham, prepared by NAK Design Group in collaboration with Viljoen Architect Inc. and KLM Planning Partners Inc., dated April 3, 2000.
- 6.2 The Owner shall agree to the Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000 and retain a design consultant to implement the Architectural Control Guidelines.
- 6.3 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved

architectural control guidelines.

- 6.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

7. Development Phasing Plan

- 7.1 The Owner covenants and agrees to develop their lands in accordance with the Development Phasing Plan for the Wismer Commons Secondary Plan area prepared by Schaeffers Consulting Engineers, dated July 1998, updated on February, 2001, and June, 2003, and to abide by all applicable requirements contained in the Development Phasing agreement dated March 7, 2001.

8. Traffic Impact Study

- 8.1 An update dated May 2003 to the Wismer Commons Internal Traffic Study and the Wismer Commons Phasing Plan Traffic Impact Study as prepared by Entra Consultants, has been submitted to the satisfaction of the Town. The Owner covenants and agrees that the recommendations, requirements and criteria of both studies shall be incorporated into the final plan and the subdivision agreement.
- 8.2 The Owner understands that the Town reserves the right to require updates to the 1998 Wismer Internal Traffic Study and Wismer Traffic Phasing Plan to update the delivery of necessary infrastructure with the development schedule. The Owner agrees to provide, in conjunction with the Owners of other lands in the Wismer Secondary Plan area, these updates as required by the Town.
- 8.3 An update to the Town wide Bicycle System Study, 1998, is required to the satisfaction of the Town prior to final approval of the plan. The Owner covenants and agrees that the recommendations, requirements and criteria of the study be incorporated into the final plan and the subdivision agreement.
- 8.4 The Owner covenants and agrees to provide the Town with a traffic calming plan to the satisfaction of the Director of Engineering. The Owner covenants and agrees that the requirements of the plan be incorporated into the final plan of subdivision and the subdivision agreement.

9. Easements

- 9.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

10. Utilities

- 10.1 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.
- 10.2 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. for the installation of services.
- 10.3 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.
- 10.4 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.
- 10.5 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.



- 10.6 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.
- 10.7 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.
- 10.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the *satisfaction of the Town*.
- 10.9 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the Town for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, elevations, etc.
11. Development Charges
- 11.1 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.
- 11.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.
12. Environmental Assessment
- 12.1 Prior to registration of the plan of subdivision, the owner shall submit an environmental statement prepared by a Qualified Person. The statement shall confirm that, based on all environmental site assessment reports and any remediation works carried out, the lands to be conveyed to the Town are suitable for the intended use.
- 12.2 The Owner covenants and agrees that the environmental statement is

subject to peer review and that the Owner shall pay all costs related to the Town retaining the services of a peer review consultant.

- 12.3 The Owner will covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision any contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and remediate the contaminants in order to meet MOE standards.

### 13. Heritage

- 13.1 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.
- 13.2 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).

### 14. Other Town Requirements

- 14.1 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.
- 14.2 Prior to final approval, the Trustee of the Wismer Commons Developers' Group agreement shall deliver a release to the Town indicating the Owner has satisfied all conditions of the Group agreement and the Trustee has no objection to the registration of this draft plan of subdivision.

- 14.3 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.
- 14.4 The Owner acknowledges and agrees that final approval of the draft plan of subdivision may be issued in phases provided that:
- a) phasing is proposed in an orderly progression generally consistent with the phases identified in the approved Development Phasing Plan; and,
  - b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 17 for each phase.
- 14.5 The Owner shall covenant and agree in the subdivision agreement that Blocks 11 to 18, inclusive, shall be developed only in conjunction with abutting lands in draft plan of subdivision 19TM-02003 (Phase 3A) and that no building permits will be issued for said blocks until combined with abutting lands to create building lots in conformity with the zoning by-law and all applicable fees have been paid.
- 14.6 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
  - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

15. Region of York

- 15.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the York Region Planning and Development Services Department.
- 15.2 York 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 or any phase thereof.

- 15.2 The Owner shall submit detailed engineering drawings, to the York Region Transportation and Works Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the York Region Transportation and Works Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
- 15.3 Direct vehicle access from Lot 1 to 16<sup>th</sup> Avenue shall not be permitted. Access must be obtained through the internal road network.
- 15.4 Any existing driveway(s) along York Region road frontage within the subdivision must be removed as part of the subdivision work, at no cost to York Region.
- 15.5 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the York Region Transportation and Works Department recommending noise attenuation features and the Owner shall agree to implement these noise attenuation features to the satisfaction of the York Region Transportation and Works Department.
- 15.6 The Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, that prior to the release of any security held by York Region in relation to this plan of subdivision, and where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines.
- 15.7 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".

15.8 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, as follows:

- a) that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be maximum 2.5 metres in height, subject to the area municipality's concurrence;
- c) that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and
- d) that any landscaping provided on the York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the York Region Transportation and Works Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

15.9 The owner shall agree in the subdivision agreement to advise all potential purchasers of the transit services along 16<sup>th</sup> Avenue. This can be achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.

15.10 Prior to final approval, the Owner shall provide a copy of the duly executed/approved local subdivision agreement to the York Region Transportation and Works Department, outlining all requirements of the York Region.

15.11 The owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-laws DC-0005-2003-050 and DC-0005(a)-2005-060.

## 16. External Clearances

16.1 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 and Development Services Department shall advise that Conditions 3.1, 3.2, and 15 (1 to 11, inclusive) have been satisfied.
- b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 13.1 and 13.2 have been satisfied.

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**APPENDIX 'E'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-03008 (PHASE 2)**  
**(MATTAMY (ROBINSON CREEK) LTD.)**

1.     General

- 1.1     Approval shall relate to a draft plan of subdivision prepared by the Goldberg Group, identified as Project Number 1623, dated March 7, 2006.
- 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 June 6, 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.     Roads

- 2.1     The road allowance within the draft plan shall be named to the satisfaction of the Town (Commissioner of Development Services) and the Region of York.
- 2.2     The road allowance within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3     The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).

- 2.4 The Owner shall convey a 0.3m reserve (Block 9) at the west end of James Parrot drive to the Town, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.5 The Owner understands and agrees that prior to registration, the Town reserves the right to modify the road standards and rights-of-way as shown on the plan to accommodate snow removing, firefighting operations, etc. The Owner further agrees to revise the draft plan as required to the satisfaction of the Town.
- 2.6 The Owner shall construct the road within the draft plan in accordance with the recommendations of the Wismer Internal Traffic Impact Study and the Wismer Traffic Phasing Plan prepared by Entra Consultants.

3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a detailed Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on 16<sup>th</sup> Avenue and Roy Rainey Avenue and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the detailed Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York. The Owner will be responsible for including all noise warning clauses in the Offers of Purchase and Sale, for affected lots including any Offers of Purchase and Sale entered into prior to execution of the subdivision agreement.

4. Streetscape and Landscape Plans

- 4.1 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) privacy fencing on exterior side yards of residential units abutting lanes and roadways
  - c) noise attenuation fencing in accordance with the approved noise study, wholly on residential lots
  - d) any other landscaping as determined by the Wismer Commons Community Design Plan
- 4.2 The Owner shall covenant and agree in the subdivision agreement 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.
- 4.3 The Owner shall provide through the registration of a subdivision agreement, a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, stormwater management ponds, walkways, buffers and other landscaping requirements.
- 4.4 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 4.1.
- 4.5 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.”

- 4.6 The Owner shall provide a copy of the standard agreement of purchase and sale that includes the required clause identified in Condition 4.8 to the Town.

5. Municipal Services

- 5.1 The Owner shall covenant and agree to abide by all conditions of the Agreement (Valleylands Agreement) entered into with the Town and the Trustee of the Wismer Commons Developers’ Group agreement dated March 12, 2001, as amended.
- 5.2 The Owner covenants and agrees to implement the Municipal Servicing Report prepared by Schaeffers Consulting Engineers dated September 1999 prior to registration of this plan of subdivision. The requirements from this report shall be incorporated in the final plan and provided for in the subdivision agreement.
- 5.3 The Owner shall covenant and agree in the subdivision agreement to submit Erosion and Sedimentation Control drawings to the satisfaction of the Director of Engineering and implement such controls prior to proceeding with any on-site works.
- 5.4 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal approval in accordance with the Town’s Topsoil Removal By-law prior to proceeding with any on-site works.

Note: Subject to Council adoption, the Topsoil Removal By-Law shall be replaced by the Site Alteration By-Law

- 5.5 The Owner shall covenant and agree in the subdivision agreement to provide a temporary drainage system to accommodate drainage from

undeveloped phases of the subdivision to the satisfaction of the Director of Engineering. If, in the opinion of the Director of Engineering, drainage problems occurs as a result of an insufficient temporary drainage system for the undeveloped phases, the Owner agrees to correct them by regrading, construction of additional catchbasins, swales, retaining walls, or other structures that may be necessary to correct such problems and as directed by the Director of Engineering.

- 5.6 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 service the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 5.7 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 and secure water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 5.8 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, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 5.9 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, erosion and sedimentation control plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 5.10 The Owner acknowledges and agrees that the servicing allocation for the 8 units is part of the 402 units allocated to the Wismer Commons Developments in accordance with the conditions outlined in the Town's November 29, 2005, Council report.
- 5.11 The Owner acknowledges and agrees that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed

in a timely manner, or in accordance with on-going monitoring to ensure a reasonable distribution of servicing allocation among landowners in the Wismer Commons Community, in consultation with the Developers Group.

5.12 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads to the satisfaction of the Director of Engineering.

5.13 The Owner shall pay their proportionate share of the Hwy. 48 flow control measures, to the satisfaction of the Director of Engineering.

6. Community Design Plan

6.1 The Owner shall agree to follow and implement the Wismer Commons Community Design Plan, Town of Markham, prepared by NAK Design Group in collaboration with Viljoen Architect Inc. and KLM Planning Partners Inc., dated April 3, 2000.

6.2 The Owner shall agree to the Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000 and retain a design consultant to implement the Architectural Control Guidelines.

6.3 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.

6.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

7. Development Phasing Plan

7.1 The Owner covenants and agrees to develop their lands in accordance with the Development Phasing Plan for the Wismer Commons Secondary Plan area prepared by Schaeffers Consulting Engineers, dated July 1998, updated on February, 2001, and June, 2003, and to abide by all applicable requirements contained in the Development Phasing agreement dated March 7, 2001.

8. Traffic Impact Study

- 8.1 An update dated May 2003 to the Wismer Commons Internal Traffic Study and the Wismer Commons Phasing Plan Traffic Impact Study as prepared by Entra Consultants, has been submitted to the satisfaction of the Town. The Owner covenants and agrees that the recommendations, requirements and criteria of both studies shall be incorporated into the final plan and the subdivision agreement.
- 8.2 The Owner understands that the Town reserves the right to require updates to the 1998 Wismer Internal Traffic Study and Wismer Traffic Phasing Plan to update the delivery of necessary infrastructure with the development schedule. The Owner agrees to provide, in conjunction with the Owners of other lands in the Wismer Secondary Plan area, these updates as required by the Town.
- 8.3 An update to the Town wide Bicycle System Study, 1998, is required to the satisfaction of the Town prior to final approval of the plan. The Owner covenants and agrees that the recommendations, requirements and criteria of the study be incorporated into the final plan and the subdivision agreement.
- 8.4 The Owner covenants and agrees to provide the Town with a traffic calming plan to the satisfaction of the Director of Engineering. The Owner covenants and agrees that the requirements of the plan be incorporated into the final plan of subdivision and the subdivision agreement.

9. Easements

- 9.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

10. Utilities

- 10.1 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.

- 10.2 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. for the installation of services.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the

*satisfaction of the Town.*

- 10.9 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the Town for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, elevations, etc.

11. Development Charges

- 11.1 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.
- 11.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

12. Environmental Assessment

- 12.1 Prior to registration of the plan of subdivision, the owner shall submit an environmental statement prepared by a Qualified Person. The statement shall confirm that, based on all environmental site assessment reports and any remediation works carried out, the lands to be conveyed to the Town are suitable for the intended use.
- 12.2 The Owner covenants and agrees that the environmental statement is subject to peer review and that the Owner shall pay all costs related to the Town retaining the services of a peer review consultant.
- 12.3 The Owner will covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision any contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and remediate the contaminants in order to meet MOE standards.

13. Heritage

- 13.1 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.

- 13.2 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).

14. Other Town Requirements

- 14.1 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.
- 14.2 Prior to final approval, the Trustee of the Wismer Commons Developers' Group agreement shall deliver a release to the Town indicating the Owner has satisfied all conditions of the Group agreement and the Trustee has no objection to the registration of this draft plan of subdivision.
- 14.3 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.
- 14.4 The Owner shall covenant and agree in the subdivision agreement that Block 8 shall be developed only in conjunction with abutting lands and that no building permits will be issued for said block until combined with abutting lands to create building lots in conformity with the zoning by-law and all applicable fees have been paid.
- 14.5 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces,



- one in the driveway and one in the garage
- the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
- overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

14.6 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Roy Rainey Avenue.

15. Region of York

- 15.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the York Region Planning and Development Services Department.
- 15.2 York 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 or any phase thereof.
- 15.3 The owner shall agree in the subdivision agreement to advise all potential purchasers of transit services in this development. This includes potential transit routes and bus-stop. This can be achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.
- 15.4 Prior to final approval, the Owner shall provide a copy of the duly executed/approved local subdivision agreement to the York Region Transportation and Works Department, outlining all requirements of the York Region.
- 15.5 The owner shall enter into an agreement with the York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law DC-0005-2003-050.

16. External Clearances

- 16.1 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 and Development Services Department shall advise that Conditions 3.1, 3.2, and 15(1 to 5, inclusive) have been satisfied.
- b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 13.1 and 13.2 have been satisfied.

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**APPENDIX 'F'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-02010 (PHASE 4)**  
**(BRAWLEY MANOR CORP.)**

1.     General

- 1.1     Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-1659, Drawing No. 05:3, dated December 5, 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 June 6, 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.     Roads

- 2.1     The road allowance within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2     The road allowance within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3     The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).
- 2.4     The Owner covenants and agrees to provide the Town confirmation from a Registered Ontario Land Surveyor that the right-of-way centre line of

Golden Meadow Drive east of Mingay Avenue is in alignment with the right-of-way centerline of Golden Meadow Drive west of Mingay Avenue. The Owner further covenants and agrees that should this alignment not be satisfactory to the Town, the draft plan shall be revised as required.

3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a detailed Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on 16<sup>th</sup> Avenue and Mingay Avenue and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the detailed Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York. The Owner will be responsible for including all noise warning clauses in the Offers of Purchase and Sale, for affected lots including any Offers of Purchase and Sale entered into prior to execution of the subdivision agreement.

4. Streetscape and Landscape Plans

- 4.1 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) privacy fencing on exterior side yards of residential units abutting lanes and roadways
  - c) noise attenuation fencing in accordance with the approved noise study, wholly on residential lots
  - d) any other landscaping as determined by the Wismer Commons

## Community Design Plan

- 4.2 The Owner shall covenant and agree in the subdivision agreement 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.
- 4.3 The Owner shall provide through the registration of a subdivision agreement, a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, stormwater management ponds, walkways, buffers and other landscaping requirements.
- 4.4 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 4.1.
- 4.5 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.”

- 4.6 The Owner shall provide a copy of the standard agreement of purchase and sale that includes the required clause identified in Condition 4.8 to the Town.

5. Municipal Services

- 5.1 The Owner shall covenant and agree to abide by all conditions of the Agreement (Valleylands Agreement) entered into with the Town and the Trustee of the Wismer Commons Developers’ Group agreement dated March 12, 2001, as amended.
- 5.2 The Owner covenants and agrees to implement the Municipal Servicing Report prepared by Schaeffers Consulting Engineers dated September 1999 prior to registration of this draft plan of subdivision. The requirements from this report shall be incorporated in the final plan and provided for in the subdivision agreement.
- 5.3 The Owner shall covenant and agree in the subdivision agreement to submit Erosion and Sedimentation Control drawings to the satisfaction of the Director of Engineering and implement such controls prior to proceeding with any on-site works.
- 5.4 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal approval in accordance with the Town’s Topsoil Removal By-law prior to proceeding with any on-site works.
- 5.5 The Owner shall covenant and agree in the subdivision agreement to provide a temporary drainage system to accommodate drainage from undeveloped phases of the subdivision to the satisfaction of the Director of Engineering. If, in the opinion of the Director of Engineering, drainage problems occurs as a result of an insufficient temporary drainage system for the undeveloped phases, the Owner agrees to correct them by regrading, construction of additional catchbasins, swales, retaining walls, or other structures that may be necessary to correct such problems and as directed by the Director of Engineering.
- 5.6 Prior to final approval of the draft plan, the Owner shall prepare an Internal Functional Servicing Report detailing how the development will be serviced. The Owner acknowledges that servicing connections from previous phases of development have been provided at the future intersections of Mingay Avenue and Golden Meadow Drive and Spencer

Avenue and Golden Meadow Drive. The report shall summarize these connections and the extensions of services for the future servicing noting pipe diameter. The report shall identify any external works, easements, temporary connections, and/or upgrades to existing infrastructure required for development of the subject plan.

- 5.7 The Owner covenants and agrees to implement the Municipal Servicing Report prepared by Schaeffers Consulting Engineers dated September 1999 prior to registration of this draft plan of subdivision. The requirements from this report shall be incorporated in the final plan and provided for in the subdivision agreement.
- 5.8 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 service the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 5.9 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 and secure water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 5.10 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, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 5.11 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, erosion and sedimentation control plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 5.12 The Owner acknowledges and agrees that the servicing allocation for the 35 units is part of the 402 units allocated to the Wismer Commons Developments in accordance with the conditions outlined in the Town's

November 29, 2005, Council report.

- 5.13 The Owner acknowledges and agrees that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed in a timely manner, or in accordance with on-going monitoring to ensure a reasonable distribution of servicing allocation among landowners in the Wismer Commons Community, in consultation with the Developers Group.
- 5.14 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads to the satisfaction of the Director of Engineering.
- 5.15 The Owner shall pay their proportionate share of the Hwy. 48 flow control measures, to the satisfaction of the Director of Engineering.

6. Community Design Plan

- 6.1 The Owner shall agree to follow and implement the Wismer Commons Community Design Plan, Town of Markham, prepared by NAK Design Group in collaboration with Viljoen Architect Inc. and KLM Planning Partners Inc., dated April 3, 2000.
- 6.2 The Owner shall agree to the Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000 and retain a design consultant to implement the Architectural Control Guidelines.
- 6.3 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 6.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

7. Traffic Impact Study

- 7.1 An update dated May 2003 to the Wismer Commons Internal Traffic Study and the Wismer Commons Phasing Plan Traffic Impact Study as prepared by Entra Consultants, has been submitted to the satisfaction of the Town. The Owner covenants and agrees that the recommendations,



requirements and criteria of both studies shall be incorporated into the final plan and the subdivision agreement.

- 7.2 The Owner understands that the Town reserves the right to require updates to the 1998 Wismer Internal Traffic Study and Wismer Traffic Phasing Plan to update the delivery of necessary infrastructure with the development schedule. The Owner agrees to provide, in conjunction with the Owners of other lands in the Wismer Secondary Plan area, these updates as required by the Town.
- 7.3 An update to the Town wide Bicycle System Study, 1998, is required to the satisfaction of the Town prior to final approval of the plan. The Owner covenants and agrees that the recommendations, requirements and criteria of the study be incorporated into the final plan and the subdivision agreement.
- 7.4 The Owner covenants and agrees to provide the Town with a traffic calming plan to the satisfaction of the Director of Engineering. The Owner covenants and agrees that the requirements of the plan be incorporated into the final plan of subdivision and the subdivision agreement.

8. Easements

- 8.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

9. Utilities

- 9.1 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.
- 9.2 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.

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the *satisfaction of the Town*.
- 9.9 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the Town for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, elevations, etc.

10. Development Charges

- 10.1 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.
- 10.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

11. Environmental Assessment

- 11.1 Prior to registration of the plan of subdivision, the owner shall submit an environmental statement prepared by a Qualified Person. The statement shall confirm that, based on all environmental site assessment reports and any remediation works carried out, the lands to be conveyed to the Town are suitable for the intended use.
- 11.2 The Owner covenants and agrees that the environmental statement is subject to peer review and that the Owner shall pay all costs related to the Town retaining the services of a peer review consultant.
- 11.3 The Owner will covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision any contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and remediate the contaminants in order to meet MOE standards.

12. Heritage

- 12.1 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.

- 12.2 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).

13. Other Town Requirements

- 13.1 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.
- 13.2 Prior to final approval, the Trustee of the Wismer Commons Developers' Group agreement shall deliver a release to the Town indicating the Owner has satisfied all conditions of the Group agreement and the Trustee has no objection to the registration of this draft plan of subdivision.
- 13.3 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.
- 13.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
  - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

14. Region of York

1. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the York Region Planning and Development Services Department.
2. Prior to final approval, York 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 or any phase thereof.
3. Subject to approval by York Region Transit (YRT), a passenger standing area shall be provided at the following location:

| ON Street     | AT Street           | Location  | Standard |
|---------------|---------------------|-----------|----------|
| Mingay Avenue | Golden Meadow Drive | SE corner | YRT-1.01 |

The passenger standing area shall be provided at no cost to York Region and concurrent with construction of any necessary sidewalks.

3. The owner shall agree in the subdivision agreement that the required passenger standing area shall be installed to the satisfaction of the area municipality and York Region Transit. Landscaping should not interfere with the bus stop, passenger standing area, or corner sightlines.

The bus stop location determined during the design phase is subject to change. Prior to construction of the passenger standing area, the consultant shall confirm with YRT the final bus stop location/requirements. The consultant is to contact the YRT facilities supervisor - Ann Marie Carroll at (905)762-1282 ext. 5677 to confirm final details.

4. Prior to final plan approval, the owner shall submit drawings showing the sidewalk locations and passenger standing area to the satisfaction of York Region.
5. The owner shall agree in the subdivision agreement to advise all potential purchasers of the future introduction of transit services in this development. This includes potential transit routes, bus-stops and shelter locations. This can be

achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.

6. The owner shall agree in the subdivision agreement to the installation of illumination, in accordance with York Region and Municipal design standards, along all streets which will have transit services, sidewalks, pedestrian access and bus stop locations.
7. The owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-laws DC-0005-2003-050 and DC-0005(a)-2005-060.

15. External Clearances

- 15.1 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 and Development Services Department shall advise that Conditions 3.1, 3.2, and 14 (1 to 8, inclusive) have been satisfied.
  - b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 12.1 and 12.2 have been satisfied.

**APPENDIX 'G'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-02016 (PHASE 2)**  
**(1039954 ONT. LTD.)**

1.     General

- 1.1     Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-420, Drawing No. 05:5, dated December 14, 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 June 6, 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.     N/A

3.     Noise Impact Study

- 3.1     Prior to final approval of the draft plan, the Owner shall submit a detailed Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Major Mackenzie Drive and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the detailed Noise Impact Study.
- 3.2     The Owner shall covenant and agree in the subdivision agreement to

implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York. The Owner will be responsible for including all noise warning clauses in the Offers of Purchase and Sale, for affected lots including any Offers of Purchase and Sale entered into prior to execution of the subdivision agreement.

4. Streetscape and Landscape Plans

4.1 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) privacy fencing on exterior side yards of residential units abutting lanes and roadways
- c) noise attenuation fencing in accordance with the approved noise study, wholly on residential lots
- d) landscaping for open space Block 19
- e) any other landscaping as determined by the Wismer Commons Community Design Plan

4.2 The Owner shall covenant and agree in the subdivision agreement 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.

4.3 The Owner shall provide through the registration of a subdivision agreement, a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, stormwater management ponds, walkways, buffers and other landscaping requirements.

4.4 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 4.1.



- 4.5 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.”

- 4.6 The Owner shall provide a copy of the standard agreement of purchase and sale that includes the required clause identified in Condition 4.8 to the Town.
- 4.7 The Owner shall convey Block 19 (Open Space) to the Town, free of all costs and encumbrances, upon registration of the plan of subdivision.

5. Municipal Services

- 5.1 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal approval in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.  
(Note: Subject to Council adoption, the Topsoil Removal By-Law shall be replaced by the Site Alteration By-Law)
- 5.2 The Owner shall covenant and agree to abide by all conditions of the Agreement (Valleylands Agreement) entered into with the Town and the Trustee of the Wismer Commons Developers' Group dated March 12, 2001, as amended.
- 5.3 The Owner covenants and agrees to implement the Municipal Servicing Report prepared by Schaeffers Consulting Engineers dated September 1999 prior to registration of this plan of subdivision. The requirements from this report shall be incorporated in the final plan and provided for in the subdivision agreement.
- 5.4 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 service the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 5.5 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, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 5.6 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, stormwater management detail plans, erosion and sedimentation control plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 5.7 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 and secure

water supply for firefighting operations and acceptable access for firefighting equipment is available.

- 5.8 Prior to final approval, the Owner shall retain a qualified professional engineer to conduct a water supply distribution analysis to confirm the adequacy of water supply from Pressure Districts 6 and 6M for both domestic and fire-fighting purposes to the satisfaction of the Town.
- 5.9 The Owner acknowledges and agrees that the servicing allocation for the 21 units is part of the 402 units allocated to the Wismer Commons Developments in accordance with the conditions outlined in the Town's November 29, 2005, Council report.
- 5.10 The Owner acknowledges and agrees that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed in a timely manner, or in accordance with on-going monitoring to ensure a reasonable distribution of servicing allocation among landowners in the Wismer Commons Community, in consultation with the Developers Group.
- 5.11 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads to the satisfaction of the Director of Engineering.
- 5.12 The Owner shall pay their proportionate share of the Hwy. 48 flow control measures, to the satisfaction of the Director of Engineering.

6. Community Design Plan

- 6.1 The Owner shall agree to follow and implement the Wismer Commons Community Design Plan, Town of Markham, prepared by NAK Design Group in collaboration with Viljoen Architect Inc. and KLM Planning Partners Inc., dated April 3, 2000.
- 6.2 The Owner shall agree to the Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000 and retain a design consultant to implement the Architectural Control Guidelines.
- 6.3 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.

- 6.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

7. Traffic Impact Study

- 7.1 An update dated May 2003 to the Wismer Commons Internal Traffic Study and the Wismer Commons Phasing Plan Traffic Impact Study as prepared by Entra Consultants, has been submitted to the satisfaction of the Town. The Owner covenants and agrees that the recommendations, requirements and criteria of both studies shall be incorporated into the final plan and the subdivision agreement.
- 7.2 The Owner understands that the Town reserves the right to require updates to the 1998 Wismer Internal Traffic Study and Wismer Traffic Phasing Plan to update the delivery of necessary infrastructure with the development schedule. The Owner agrees to provide, in conjunction with the Owners of other lands in the Wismer Secondary Plan area, these updates as required by the Town.
- 7.3 An update to the Town wide Bicycle System Study, 1998, is required to the satisfaction of the Town prior to final approval of the plan. The Owner covenants and agrees that the recommendations, requirements and criteria of the study be incorporated into the final plan and the subdivision agreement.
- 7.4 The Owner covenants and agrees to provide the Town with a traffic calming plan to the satisfaction of the Director of Engineering. The Owner covenants and agrees that the requirements of the plan be incorporated into the final plan of subdivision and the subdivision agreement.

8. Easements

- 8.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

9. Utilities

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.

- 9.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the *satisfaction of the Town*.
- 9.9 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the Town for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, elevations, etc.

10. Development Charges

- 10.1 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.
- 10.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

11. Environmental Assessment

- 11.1 Prior to registration of the plan of subdivision, the owner shall submit an environmental statement prepared by a Qualified Person. The statement shall confirm that, based on all environmental site assessment reports and any remediation works carried out, the lands to be conveyed to the Town are suitable for the intended use.
- 11.2 The Owner covenants and agrees that the environmental statement is subject to peer review and that the Owner shall pay all costs related to the Town retaining the services of a peer review consultant.
- 11.3 The Owner will covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision any contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and remediate the contaminants in order to meet MOE standards.

12. Heritage

- 12.1 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.
- 12.2 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).

13. Other Town Requirements

- 13.1 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.
- 13.2 Prior to final approval, the Trustee of the Wismer Commons Developers' Group agreement shall deliver a release to the Town indicating the Owner has satisfied all conditions of the Group agreement and the Trustee has no objection to the registration of this draft plan of subdivision.
- 13.3 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.

- 13.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
  - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

14. Region of York

- 14.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the York Region Planning and Development Services Department.
- 14.2 York 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 or any phase thereof.
- 14.3 The Owner shall submit detailed engineering drawings, to the York Region Transportation and Works Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the York Region Transportation and Works Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
- 14.4 Direct vehicle access from lot 18 or any development blocks in this plan of subdivision to Major Mackenzie Drive will not be permitted. Access must be obtained through the internal road network.
- 14.5 Any existing driveway(s) along York Region road frontage within this subdivision must be removed as part of the subdivision work, at no cost to York Region.



- 14.6 The intersection of Major Mackenzie Drive and Ralph Chalmers Avenue shall be designed to the satisfaction of the York Region Transportation and Works Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the York Region Transportation and Works Department.
- 14.7 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the York Region Transportation and Works Department recommending noise attenuation features and the Owner shall agree to implement these noise attenuation features to the satisfaction of the York Region Transportation and Works Department.
- 14.8 The Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, that prior to the release of any security held by York Region in relation to this plan of subdivision, and where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines.
- 14.9 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:
- "Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
- 14.10 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, as follows:
- a) that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
  - b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and

- d) that any landscaping provided on the York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the York Region Transportation and Works Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

14.11 The owner shall agree in the subdivision agreement to construct sidewalks along the full frontage Major MacKenzie Drive. Sidewalks shall be provided in accordance with OPSD 310.010, 310.020, 310.030 and should be provided “at grade” (i.e. without stairs, inclines, etc.).

14.12 Subject to approval by York Region Transit (YRT), a passenger standing area and shelter pad shall be provided at the following location:

| ON Street          | AT Street          | Location  | Standard                |
|--------------------|--------------------|-----------|-------------------------|
| Major Mackenzie Dr | Ralph Chalmers Ave | SW corner | YRT-1.02 or<br>YRT-1.03 |

The passenger standing area and shelter pad shall be provided at no cost to York Region and concurrent with construction of necessary sidewalks.

14.13 The owner shall agree in the subdivision agreement that the required passenger standing area and shelter pad shall be installed to the satisfaction of the area municipality and YRT. Landscaping should not interfere with the bus stops, passenger standing areas, shelter pad or corner sightlines.

The bus stop location determined during the design phase is subject to change. Prior to construction of the passenger standing areas and shelter pad, the consultant shall confirm with YRT the final bus stop locations/requirements. The consultant is to contact the YRT facilities supervisor - Ann Marie Carroll at (905)762-1282 ext. 5677 to confirm final details.

14.14 Prior to final approval, the owner shall submit drawings to the York Region Transportation and Works Department, for review and comment, showing the sidewalk location, passenger standing area and shelter pad.

14.15 The owner shall agree in the subdivision agreement to advise all potential purchasers of the transit services in this development. This includes

potential transit routes and bus-stops. This can be achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.

14.16 The owner shall agree in the subdivision agreement to install illumination, in accordance with York Region and Municipal design standards, along all streets which have transit services, sidewalks and bus stop locations.

14.17 Prior to final approval, the Owner shall provide a copy of the duly executed/approved local subdivision agreement to the York Region Transportation and Works Department, outlining all requirements of the York Region.

14.18 The owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-laws DC-0005-2003-050 and DC-0005(a)-2005-060.

15. External Clearances

15.1 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 and Development Services Department shall advise that Conditions 3.1, 3.2, and 14 (1 to 18, inclusive) have been satisfied.
- b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 12.1 and 12.2 have been satisfied.