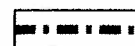


AREA CONTEXT /ZONING

APPLICANT: 16th. AND McCOWAN HOLDINGS LTD

FILE No: SU02115896(GS)



SUBJECT LANDS

DATE: 09/11/09



DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: GS

SCALE 1:

FIGURE No.3



PROPOSED PLAN OF SUBDIVISION

APPLICANT: 16th. & McCOWAN HOLDINGS LTD.,

FILE No: SU02115896, ZA0812220(GS)



DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: GS

SCALE 1:

- SINGLE DETACHED LOTS
- CONDITIONAL 2011 SERVICING ALLOCATION
- SUBJECT LANDS

DATE: 09/10/09

FIGURE No.4

SU02115896.dgn 11/09/2009 2:35:58 PM

**THE CONDITIONS OF THE TOWN OF MARKHAM TO BE SATISFIED
PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION
19TM-02011 (PHASE 3) (16TH AND MCCOWAN HOLDINGS LTD.) ARE AS
FOLLOWS:**

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. 08:10, dated July 14, 2008, subject to the following redline revision:
 - a 17m future road right-of-way block opposite Street '3' to replace Lot 79
 - a 0.3m reserve at the westerly limit of Block 113
 - a minimum 3.0m open space block between Lot 89 and Block 112 for noise attenuation and landscape purposes
- 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 ----- 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 allowances within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2 The road allowances 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 0.3m reserves, as shown on the draft plan, to the Town and the Region of York, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.5 Prior to the final approval of the draft plan, the Owner shall submit to the Town a letter from a traffic consultant, signed and stamped by a professional engineer, in regards to the elbow section of Maria Street at Lots 7, 8, 18, 19 and 20, confirming the following:
 - i) 45m – 40 km/hr stopping sight distance is maintained; and
 - ii) 2-way traffic flow is maintained.
- 2.6 The Owner shall covenant and agree in the subdivision agreement to, in association with the Wismer Commons Developers' Group, complete the construction of Castlemore Avenue, between Roy Rainey Avenue and Mingay Avenue, and the Roy Rainey Avenue crossing of Robinson Creek by December 31, 2009, to the Town's satisfaction.

3.0 Tree Inventory and Preservation Plans

- 3.1 The Owner shall agree to the previously approved Vegetation Survey of Wismer Commons Community, dated 1997 as amended October 2008 by Kuntz Forestry Consulting.
- 3.2 The Owner shall submit a site grading plan showing the trees to be preserved to the satisfaction of the Director of Planning and Urban Design.
- 3.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.

4. Community Design

- 4.1 The Owner shall implement and incorporate all requirements of the approved Wismer Commons Community Design Plan prepared by NAK Design Group, Viljoen Architect Inc. and KLM Planning Partners Inc. dated April 2000 into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 4.2 The Owner shall comply with the **Generic** Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000.

- 4.3 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.
- 4.4 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.

5. Parks and Open Space

- 5.1 The Owner shall convey Block 111 to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Town.
- 5.2 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all school blocks, park blocks (park land is not to be topsoiled and seeded) and place of worship blocks and vacant lands within the subdivision to the satisfaction of the Town. The park blocks shall be maintained until such time as the parks have been constructed and assumed by the town for maintenance. The school blocks, places of worship blocks, and other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.

The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, the Town will do the work as required and draw on the letters of credit for all costs so incurred.

- 5.3 The Owner shall convey to the Town a minimum 3.0m block between Lot 89 and Block 112 to the Town for noise attenuation and landscape purposes, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 5.4 The Owner shall covenant and agree in the subdivision agreement to post approved copies of any Open Space Plans and Conceptual Park Development Master Plans in all sales offices for dwelling units within the draft plan of subdivision.
- 5.5 The parks within the draft plan shall be named to the satisfaction of the Town.

6.0 Landscape Works

- 6.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans, 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) D
 - b) 1.5m high black vinyl chain link fence where residential lots abut parks and open space
 - c) buffer planting for the open space blocks and single loaded road allowances
 - d) noise attenuation fencing
 - e) streetscape plan including street trees
 - f) any other landscaping as determined by the Community Design Plan and the Environmental Master Drainage Plan.
- 6.2 The Owner shall construct all landscaping in accordance with the approved landscape plans at no cost to the Town.
- 6.3 The Owner covenant and agrees that the street tree landscape plans for all regional roads will be provided to the Region of York, Regional Transportation and Works Department and that a copy of the submission letter, letter of approval for the landscape works and a copy of the agreement with the Region, if required by the Region for the landscape works will be provided to the Town prior to the execution of the subdivision agreement.
- 6.4 The Owner shall agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Condition 6.1.
- 6.5 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 OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS)
- 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.”

7. Financial

- 7.1 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

8. Noise Impact Study

- 8.1 The Owner shall submit to the Town, at the detailed design stage, a consolidated revised Noise Impact Study, prepared by a qualified noise consultant, in accordance to the update to the Noise Impact Study entitled “Update to Environmental Analysis, Proposed Residential Development, Sixteenth Avenue, East of McCowan Road, 16th and McCowan Holdings Limited, Phase 3”, dated April 22, 2009, by Jade Acoustics Inc., to the satisfaction of the Town (Commissioner of Development Services), 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 Noise Impact Study

- 8.2 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.

9. Stormwater Management

- 9.1 The Owner shall submit, at the detailed engineering design stage, a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the Town and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 9.2 The Owner shall covenant and agree in the subdivision agreement to undertake, in conjunction with the other landowners in the Wismer Commons Developers' Group, the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the Town.
- 9.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the Town's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

10. Municipal Services

- 10.1 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Standards 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).

- 10.2 The Owner shall covenant and agree in the subdivision agreement that the public highways, curbs, gutters, sidewalks, underground and aboveground services, street lights, street signs, etc, shall be designed in accordance with the Town's design criteria, standards and general engineering principles and establish municipal standards to the satisfaction of the Town (Commissioner of Development Services)
- 10.3 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).
- 10.4 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).
- 10.5 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 Standards has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 10.6 The Owner acknowledges 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.
- 10.7 The Owner shall pay \$200.00 per unit as their proportionate share of the cost of the Hwy. 48 Flow Control System which is required to create the sanitary sewer capacity for this plan of subdivision.

11. Easements

- 11.1 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.

12. Utilities

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.

- 12.7 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.
- 12.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the satisfaction of the Town.
- 12.9 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.

13. Development Charges

- 13.1 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.
- 13.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

14. Phase 1 Environmental Site Assessment (ESA)

- 14.1 Prior to release for registration of the draft plan, the Owner shall:
- i) Submit to the Town a Letter of Reliance for Phase 1 Environmental Site Assessment, as per the Town's standards, signed and stamped by a Qualified Person, to the satisfaction of the Town (Commissioner of Development Services);
 - ii) At the completion of any necessary site remediation process, submit certification from the Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the Town meets the Site Condition Standards of the intended land use;
 - iii) File a Record of Site Condition on the Provincial Environmental

Site Registry for the land to be conveyed to the Town; and

- iv) Pay all costs associated with the Town retaining a third-party reviewer for the peer review service.

- 14.2 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or building within the subdivision contaminated soils are discovered, the Owner shall submit a further remedial action plan to the Town for peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering.

15. Heritage

- 15.1 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.
- 15.2 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).

16. Other Town Requirements

- 16.1 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.
- 16.2 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.

- 16.3 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.
- 16.4 The Owner shall covenant and agree in the subdivision agreement that Blocks 90 to 110, inclusive, inclusive shall be developed only in conjunction with abutting Blocks in plan of subdivision 19TM-02003 (Amber Plain Investments Ltd.) and that no building permits will be issued for said blocks until combined with the abutting blocks to create building lots in conformity with the zoning by-law and all applicable fees have been paid.
- 16.5 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, 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

17. 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 and sewage servicing 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. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
3. Prior to the final approval of the initial 12 residential units the following shall occur:
 - York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the YDSS Flow Control Structures project; or,

- the Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - the Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
4. Prior to the final approval of any residential lands beyond the initial 12 units the following shall occur:
- York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project, the YDSS Flow Control Structures project and the Southeast Collector Sewer; or,
 - the Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - the Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
5. For the initial 12 residential units, the Holding (H) provisions of Section 36 of the Ontario Planning Act shall be used in conjunction with all residential zone categories in order to ensure that development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the Ontario Planning Act. The Zoning By-law shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
- York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the YDSS Flow Control Structures project; or,
 - the Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure; or,
 - the Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
6. For any residential units beyond the initial 12 units, the Holding (H) provisions of Section 36 of the Ontario Planning Act shall be used in conjunction with all residential zone categories in order to ensure that development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the Ontario Planning Act. The Zoning By-law shall specify

the terms under which Council may consider the removal of the Holding (h) symbol. Said terms shall include a minimum of the following:

- York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project, the YDSS Flow Control Structures project and the Southeast Collector Sewer; or,
 - the Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure; or,
 - the Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
7. The Owner shall agree in the subdivision agreement that the Owner shall save harmless the Town of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
 8. Prior to final approval, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the Transportation Services Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
 9. Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of the Transportation Services Department that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by the Transportation Services Department.
 10. Prior to final approval, the Owner shall submit detailed engineering drawings, to the Transportation Services Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Transportation Services Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings, construction access and mud mat design, utility and underground servicing location plans and landscape plans, including tree preservation, relocation and removals.
 11. Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
 - a) a widening across the full frontage of the site where it abuts Sixteenth Avenue of sufficient width to provide a minimum of 18 metres from the centreline of construction of Sixteenth Avenue,

- b) a 0.3 metre reserve across the full frontage of the site, adjacent to the above noted widening, where it abuts Sixteenth Avenue.
12. Prior to final approval, in order to determine the property dedications (if any) required to achieve the ultimate right-of-way width of Sixteenth Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of construction of Sixteenth Avenue.
 13. Prior to final approval, the Owner shall certify, in wording satisfactory to the Transportation Services Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.
 14. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
 15. The Owner shall agree that direct vehicle access from any development blocks abutting Sixteenth Avenue will not be permitted. Access must be obtained through the internal road network.
 16. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
 17. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Transportation Services Department and illustrated on the Engineering Drawings.
 18. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department that elevations along the streetline shall be 0.3 metres above the centreline elevations of the York Region roadway, unless otherwise specified by the Transportation Services Department.

19. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department, that the Owner will provide the installation of visual screening between Street "1"/Maria Road and Sixteenth Avenue, consisting of either a screening fence or a combination of a berm and appropriate planting, to a minimum of 1.8 metres in height, to be located within the right-of-way of Street "1"/Maria Road. The Owner shall submit to the Transportation Services Department for review and approval, landscape plans showing the proposed planting for headlight screening purposes.
20. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right of Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
21. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.
22. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Transportation Services Department recommending noise attenuation features.
23. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Transportation Services Department.
24. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
25. 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".

26. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to York Region's Transportation Services Department, as follows:
- a) that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and
 - d) that any landscaping provided on York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Transportation Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
27. Prior to final approval, the Owner shall satisfy York Region Transportation Services Department that sidewalks will be provided onto roadways that have/will have transit services as listed below. Sidewalks are to be provided on both sides of the roadway where feasible.

Existing York Region Transit (YRT)/Viva transit services operate on the following roadway in the vicinity of the subject lands:

- Sixteenth Avenue

28. Prior to final approval, the Owner shall satisfy the Regional Municipality of York Transportation Services Department and the area municipality that the services to be installed by the Owner within or in conjunction with the Plan will provide a concrete pedestrian access connection from the internal roadway to the Regional roadway as follows:

- From Street "1" to Sixteenth Avenue

29. The concrete pedestrian access connection and sidewalks, identified in Conditions 27 and 28, shall be designed and constructed to meet the local municipality's standards for sidewalks and shall be owned and maintained by the area municipality.

30. The Owner shall agree in the subdivision agreement to convey lands to the local municipality to provide for such pedestrian access connection identified in Condition 28 above.
31. Prior to final approval, the Owner shall submit drawings showing, as applicable, the concrete pedestrian access connection, identified in Condition 30 above, to the satisfaction of York Region.
32. The Owner shall agree in the Subdivision Agreement to advise all potential purchasers of the existing transit services in this development as identified in Condition 27 above. This includes current transit routes, bus stops and shelter locations. This shall 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.
33. Prior to final approval, the Owner shall provide a copy of the subdivision agreement to the Transportation Services Department, outlining all requirements of the Transportation Services Department.
34. Prior to final approval, the Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
35. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law DC-0007-2007-040.

19. External Clearances

- 19.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - a) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 8.1, 8.2 and 17 have been satisfied.
 - b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 15.1 and 15.2 have been satisfied.

THE COUNCIL OF THE CORPORATION OF THE TOWN OF MARKHAM
HEREBY ENACTS AS FOLLOWS:

1. By-law 177-96, as amended, is hereby further amended as follows:
 - 1.1 By expanding the designated area of By-law 177-96, as amended, to include those lands comprising Part of Lot 16, Concession 7, as outlined on Schedule 'A' attached hereto;
 - 1.2 By zoning the lands to:

Residential Two *99[R2*99],
Residential Two *99(H) [R2*99(H)],
Open Space Two [OS2].
 - 1.3 HOLDING PROVISIONS:

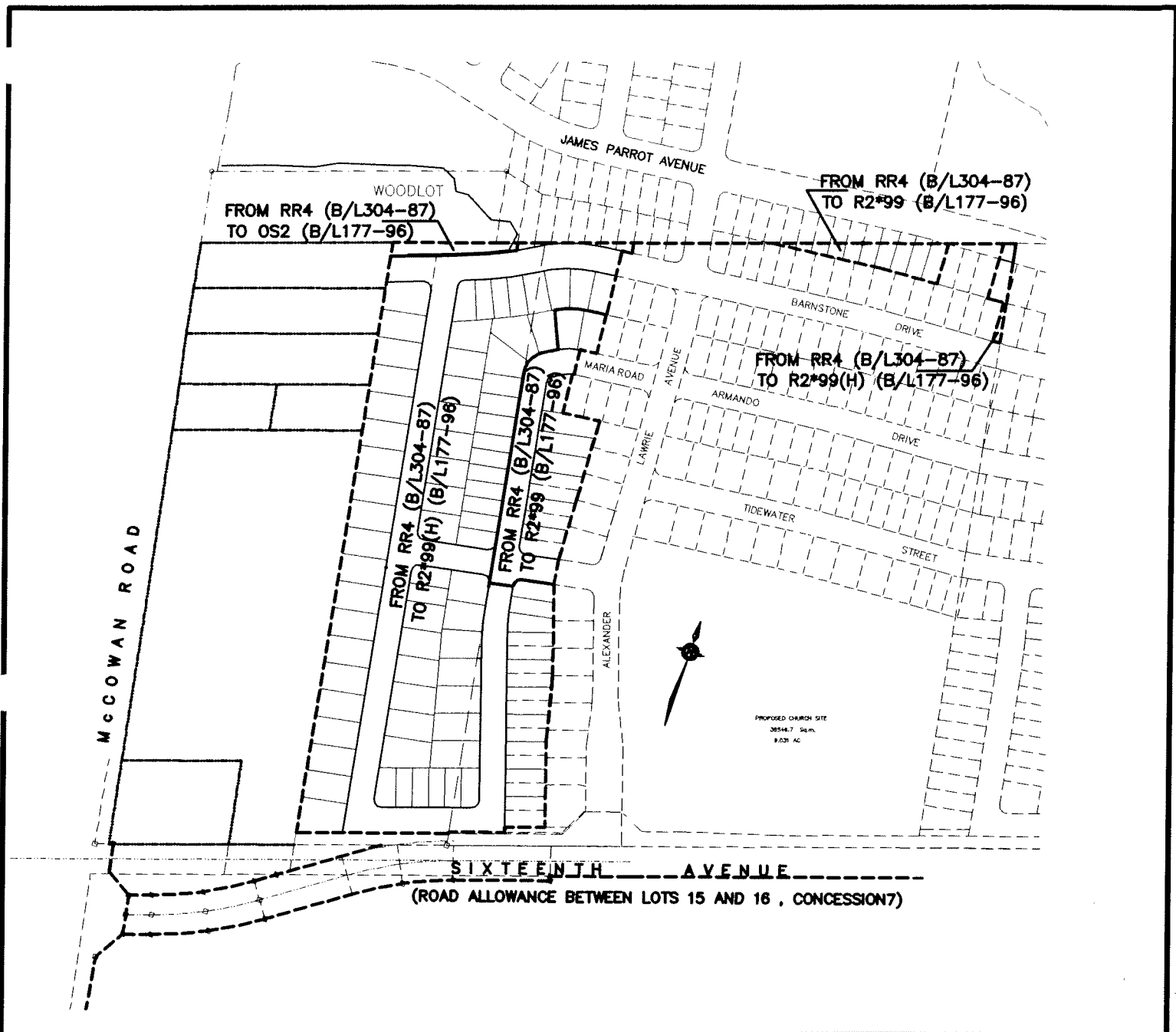
The Holding (H) provision as shown on Schedule 'A' attached to this By-law shall not be removed until the following conditions have been met:

 - a) the Town has been satisfied that adequate servicing allocation has been confirmed for the subject lands.
2. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED THIS ____ DAY OF _____, 2009.

SHEILA BIRRELL, TOWN CLERK

FRANK SCARPITTI, MAYOR



A BY-LAW TO AMEND BY-LAW 177-96

BOUNDARY OF AREA COVERED BY THIS BY-LAW

ZONE BOUNDARY

RESIDENTIAL TWO

HOLDING PROVISION

RURAL RESIDENTIAL FOUR

EXCEPTION SECTION NUMBER

OPEN SPACE TWO

THIS IS SCHEDULE "A" TO BY-LAW _____
PASSED THIS _____ DAY _____, 2009

_____ MAYOR

_____ CLERK

NOTE: 1) DIMENSIONS ARE IN METRES
2) REFERENCE SHOULD BE MADE TO
THE ORIGINAL BY-LAW LODGED IN
THE OFFICE OF THE CLERK

SCALE 1: