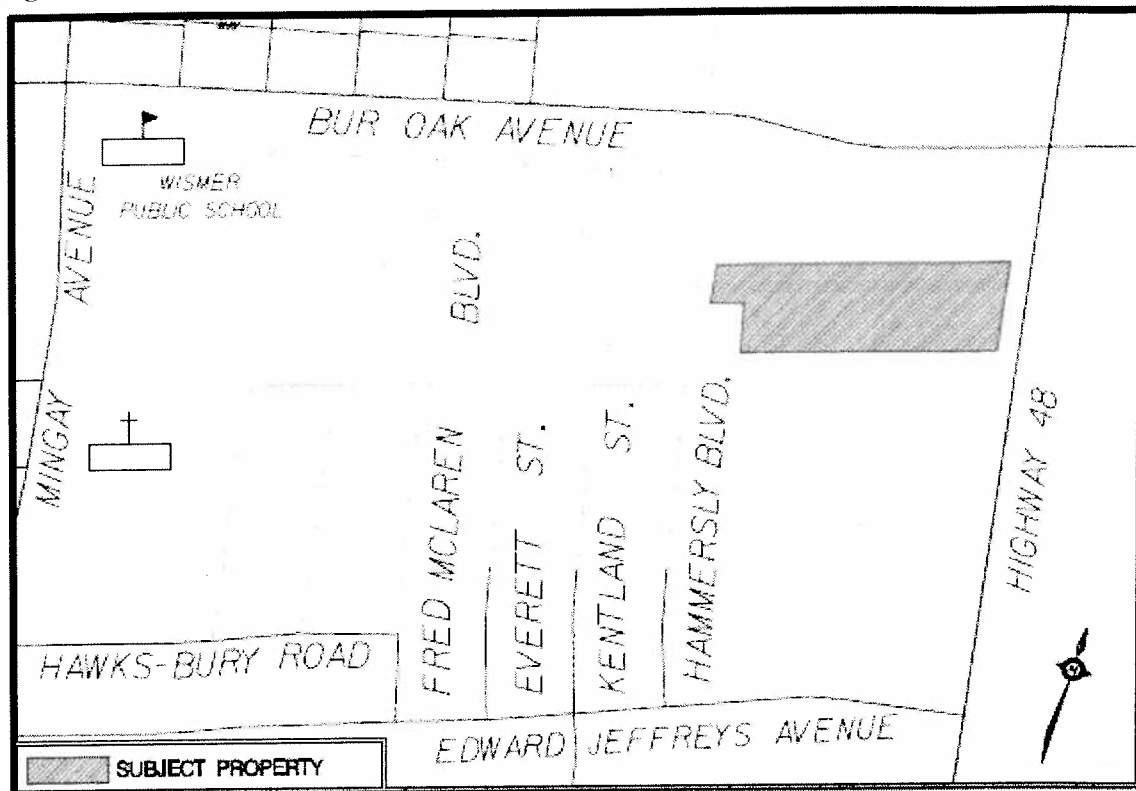
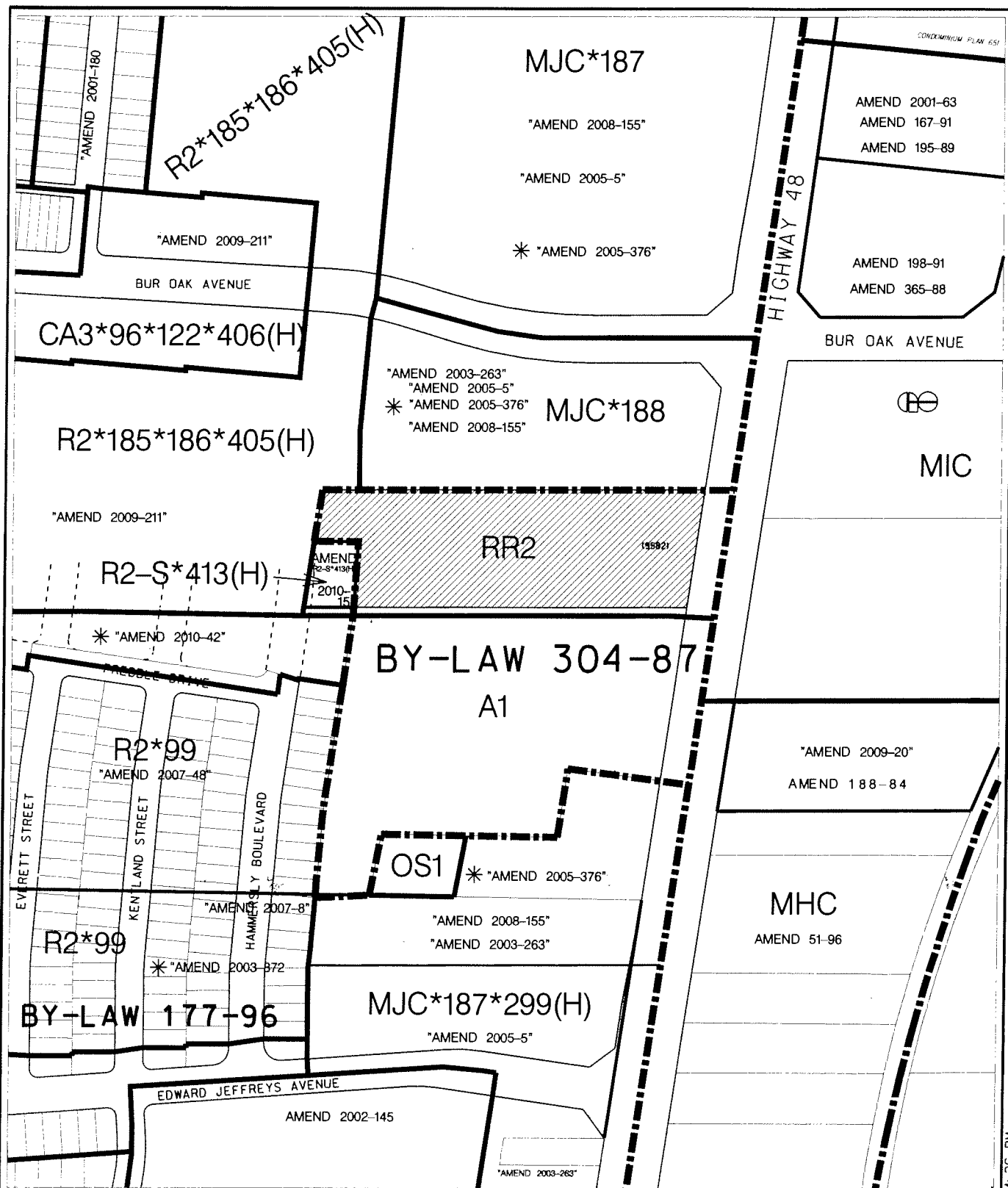


Figure 1 – Location Map





AREA CONTEXT /ZONING

APPLICANT: BEST HOMES CANADA INC.

9582 HIGHWAY 48

WISMER COMMONS COMMUNITY

FILE No: ZA. 08120818 & SU. 09124456 (DC)

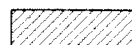


DEVELOPMENT SERVICES COMMISSION

DWN BY: CPW

CHK BY: DC

SCALE 1:



SUBJECT PROPERTY

DATE: 28/05/10

FIGURE No.2

ZA08120818.DGN 03/06/2010 3:54:36 PM



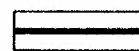
AIR PHOTO (2009)

APPLICANT: BEST HOMES CANADA INC.

9582 HIGHWAY 48

WISMER COMMONS COMMUNITY

FILE No: ZA.08120818 & SU.09124456 (DC)



SUBJECT PROPERTY

DATE: 28/05/10



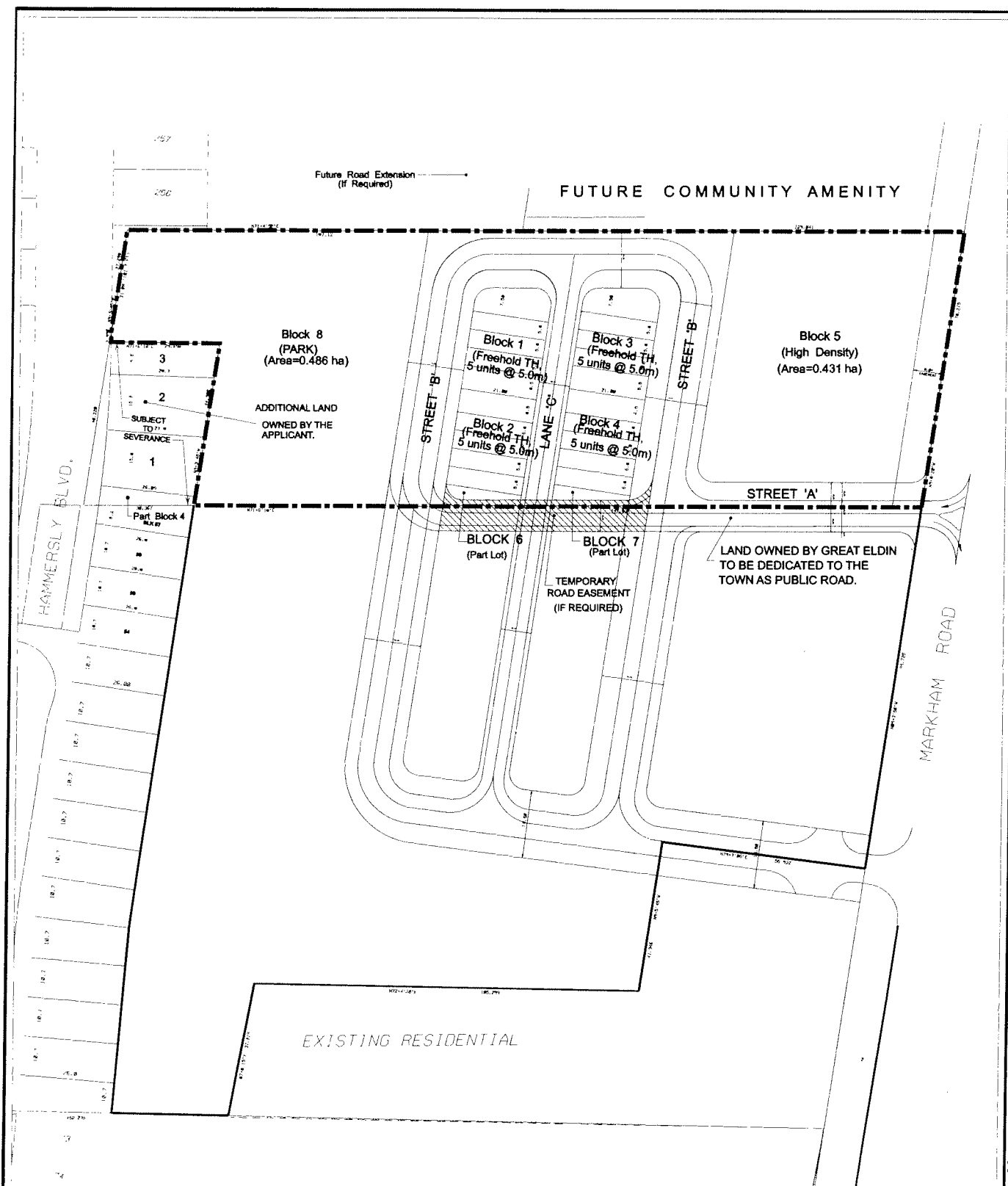
DEVELOPMENT SERVICES COMMISSION

DWN BY: CPW

CHK BY: DC

SCALE 1:

FIGURE No.3



DRAFT PLAN OF SUBDIVISION

APPLICANT: BEST HOMES CANADA INC.
 9582 HIGHWAY 48
 WISMER COMMONS COMMUNITY
 FILE No: ZA. 08120818 & SU. 09124456 (DC)

DATE: 28/0510

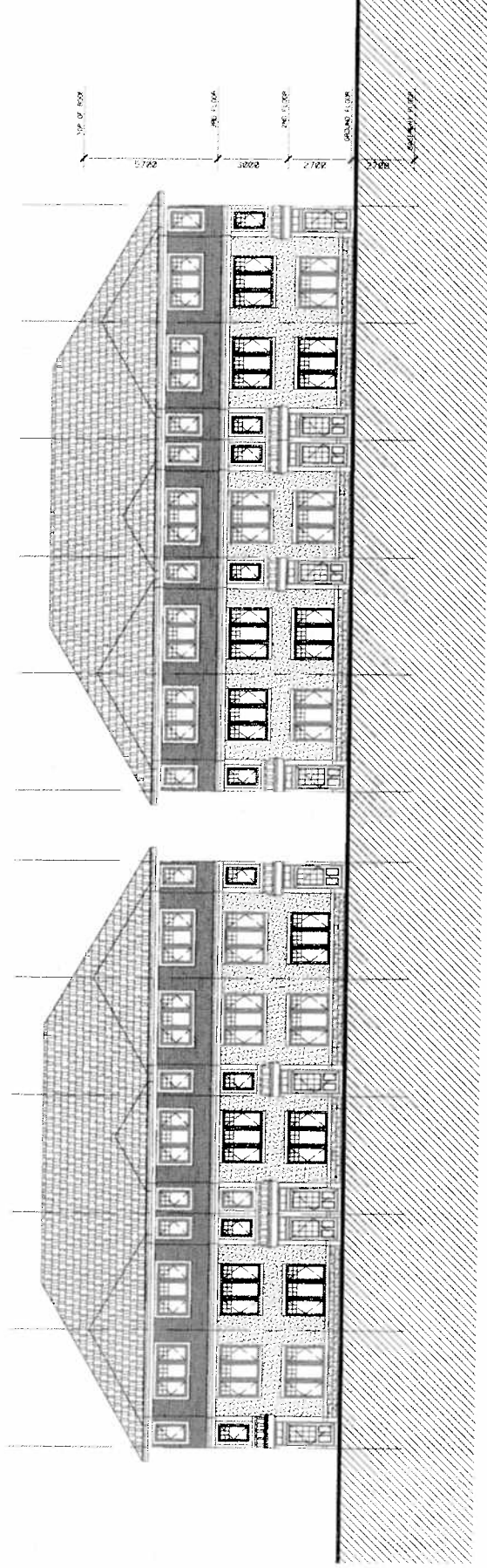


DEVELOPMENT SERVICES COMMISSION

DWN BY: CPW CHK BY: DC SCALE 1:

FIGURE No.4

ZA08120818.dgn 14/06/2010 9:21:22 AM



CONCEPTUAL TOWNHOUSE ELEVATIONS

APPLICANT: BEST HOMES CANADA INC.
9582 HIGHWAY 48

WISMER COMMONS COMMUNITY

FILE No: ZA. 08120818 & SU. 09124456 (DC)

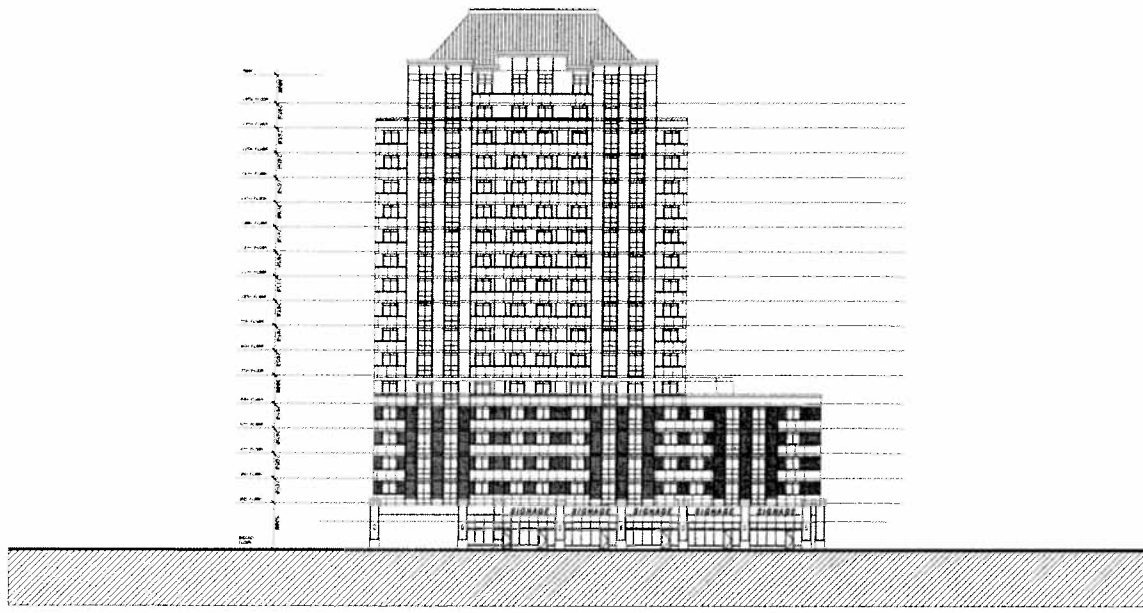


DEVELOPMENT SERVICES COMMISSION

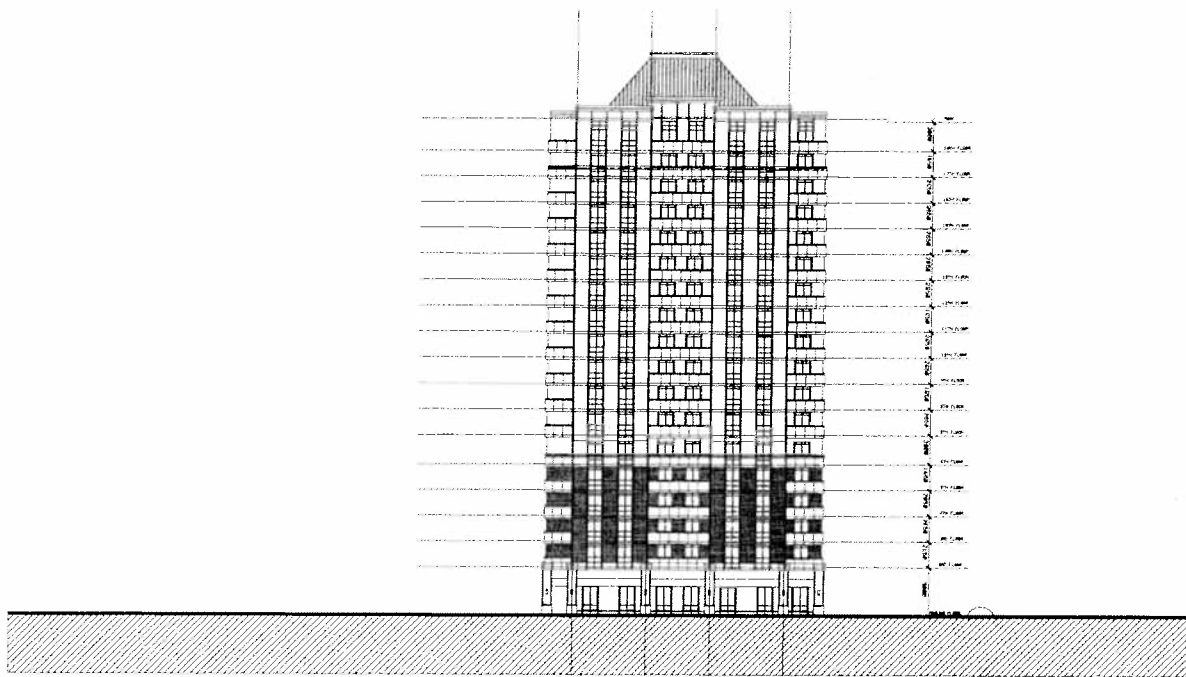
DATE: 28/05/10

DRAWN BY: CPW CHECKED BY: DC SCALE 1:

FIGURE No.5



HIGHWAY 48
FRONTAGE



NORTH ELEVATION

CONCEPTUAL HIGH DENSITY BLOCK ELEVATION

APPLICANT: BEST HOMES CANADA INC.

9582 HIGHWAY 48

WISMER COMMONS COMMUNITY

FILE No: ZA.08120818 & SU.09124456 (DC)

DATE: 280510



DEVELOPMENT SERVICES COMMISSION

DWN BY: CPW

CHK BY: DC

SCALE 1:

FIGURE No.6

APPENDIX 'A'
**THE CONDITIONS OF THE COUNCIL OF THE TOWN OF MARKHAM TO BE
SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF
SUBDIVISION 19TM-09006 2162246 ONTARIO LTD. ARE AS FOLLOWS:**

1. General

1.1 Approval shall relate to a draft plan of subdivision prepared by Masongsong Associates Engineering Limited, identified as Project Number 08370, Drawing Number DFT9, Rev 3, dated June 2, 2010, incorporating the following redline revisions all to the satisfaction of the Director of Engineering:

- ROW rounding radii for all roadways intersections in accordance with Town's standards,
- ROW curve radius along all roadways,
- Street 'A' to show standard pavement width of 8.5m, to be provided by the adjacent land owner to the south,
- Street 'A' to show additional south boulevard width to be provided by adjacent land owner to the south,
- an additional 2.0m easement beyond temporary Street 'A' connecting east and west legs of Street 'B' from adjacent land owner for winter maintenance and snow storage,
- Street "B" to show a single loaded street as per Town's Standard Drawing No. MR1,
- Amend Street "A" and Street "B" configurations to provide the intersections of these streets ("elbows") that are satisfactory to the Director of Engineering,
- Acquire land or make arrangements with the land owner to the south satisfactory to the Town, and construct the remaining street network including portions of the street network on the south adjoining property in order to obtain a full move access onto Markham Road, prior to registration of the Plan of Subdivision.

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, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Transportation Study /Traffic Impact Study, Travel Demand Management Plan (TDM Plan), Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

- 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 22, 2013 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 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The owner shall covenant and agree in the subdivision agreement that the Holding Zoning (H) (H1) provisions shall not be removed by the Town, and that building permits shall not be sought or issued for any dwelling units within the draft plan for which a water supply allocation has not been confirmed by the Developers Group Trustee and the Town.
- 1.6 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, including, but not being limited to the following:
 - Changes to road geometry, lotting pattern, service blocks, easements, etc., that are required to resolve engineering issues which may arise from review and approval of the detailed engineering submission.

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 to the Town, free of all costs and

encumbrances, upon registration of the plan of subdivision along:

- i. the south limit of Street 'A' (including the temporary roadway),
- ii. at the ends of both east and west legs of Street 'B', and
- iii. the north limit of Street 'B' at the north limit of this Plan of Subdivision, and
- iv. the west and south limits of Block 5 (High Density block).

- 2.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles or temporary roadways where required at their cost and remove them and restore the streets or the lands 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 turning circles or temporary roadways, and any implications on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the Town.
- 2.6 Prior to final approval of the draft plan, the Owner shall acquire from the owner of the south adjoining property, or subsequent owner, all necessary easements or lands necessary to complete the street network as tentatively shown on the draft plan. The final street network pattern is subject to change based on technical studies, woodlot location and buffer, and geometric design to Town standards, to the satisfaction of the Town (Commissioner of Development Services).
- 2.7 The Owner shall covenant and agree in the subdivision agreement to own and maintain all temporary roadways until the complete street network is constructed and operational, and the temporary roadways can be abandoned.
- 2.8 Prior to the final approval of the Plan, the Owner shall provide temporary roadways and shall grant required easements upon registration of the plan of subdivision.
- 2.9 The Owner shall covenant and agree in the subdivision agreement to implement the recommendations from any traffic/transportation studies. The Owner shall further covenant and agree to implement additional traffic calming measures, prior to assumption of the plan of subdivision, if it is determined by the Town that additional traffic calming measures are required

3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Markham Road,

noise from the railway tracks, and by any other identified noise sources, including noise from industrial establishments on the east side of Markham Road to the satisfaction of the Town. 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.

- 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).
- 3.3 The Owner shall covenant and agree in the subdivision agreement to convey Blocks to the Town as buffer blocks, free of all costs and encumbrances if recommended by the Noise Impact Study. These blocks shall be conveyed in a physical condition that is satisfactory to the Town.

4. Tree and Woodlot Preservation

- 4.1 The Owner shall submit for approval a survey indicating the alignment of the core woodlot to be preserved located on adjacent lands to the south, which shall include an additional 10 metre wide buffer strip along the east side of the woodlot. Once approved to the satisfaction of the Director of Planning and Urban Design the final alignment of STREET B can be agreed.
- 4.2 The Owner shall submit for approval a tree inventory and tree preservation plan, in accordance with the Town's "Streetscape Manual" as amended from time to time, to the satisfaction of the Director of Planning and Urban Design and shall comply with the approved Tree Preservation Plan prior to Top Soil Stripping or any other site works.
- 4.3 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 4.4 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.
- 4.5 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, a tree compensation schedule detailing replacement / enhancement planting or replacement value based on the following:

- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
- b) All trees over 40cm DBH shall have an individual valuation submitted to the Town by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
- c) Where a site does not allow for the 2:1 replacement, the Town will negotiate a credit for tree planting on alternate sites
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the Town.

5. Parks and Open Space

- 5.1 The Owner shall provide the following for park block 8 to the satisfaction of the Director of Planning and Urban Design:
 - i. Accommodation of specialized topsoil depths in parks
 - ii. Access to sufficient topsoil to cover parks at the depths specified in the subdivision agreement
 - iii. Water service and meter chamber inclusive of chamber drain to storm or sanitary drain and apparatus
 - iv. Storm servicing (CB/manhole) in the low end of each watershed within the park
 - v. Sanitary servicing (dependent on park size)
 - vi. Electrical servicing
 - vii. Minimum compaction levels
 - viii. Fencing of park block to OPSD standards
 - ix. Hydro-seed sub grade of parks
 - x. Undeveloped park maintenance
- 5.2 The Owner shall provide a specialized depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.
- 5.3 The Owner shall convey Block 8 to the Town for park purposes, free of all costs and physical and title encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Director of Engineering and Director of Planning and Urban Design which includes the provisions of utility and sewer connections for the Block at the street line. The Town reserves the right to require, as an alternative, payment of cash-in-lieu for any part of the said conveyance of lands for parks purposes and that the draft plan be revised accordingly.

- 5.4 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all school blocks, park blocks and place of worship blocks and vacant lands within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park block shall be maintained until such time as the park has been constructed and formally assumed by the Town for maintenance purposes. Other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.
- 5.5 Prior to execution of the subdivision agreement, the Owner shall prepare and submit for approval a Facility Fit Plan for Block 8 to the satisfaction of the Director of Planning and Urban Design.
- 5.6 The Owner shall post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans for the park and school campus in all sales offices for dwelling units within the draft plan of subdivision.
- 5.7 Prior to making alterations to the site within the area of the draft plan, the Owner shall submit for review and approval a Woodlot / Natural Features Management and Preservation Plan prepared by a qualified person to the satisfaction of the Director of Planning and Urban Design.
- 5.8 The Owner shall provide a current geotechnical report by a qualified person for Block 8 to the satisfaction of the Director of Planning and Urban Design.

6.0 Community Landscaping

- 6.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified to the satisfaction of the Director of Planning and Urban Design. The plans shall include but are not limited to:
 - i. street tree planting in accordance with the Town of Markham Streetscape Manual date June 2009, as amended from time to time
 - ii. 1.5m high black vinyl chain link fence on the property line where residential lots abut parks and open space
 - iii. buffer planting for the open space blocks and single loaded road allowances
 - iv. noise attenuation fencing
 - v. fencing and planting of the walkway blocks
 - vi. fencing between low density residential and higher density residential, commercial and industrial sites

vii. streetscape plan including sidewalks, walkways and street trees

- 6.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the Town.
- 6.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 6.1.
- 6.4 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 to meet 6.1a)
- 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.”

- 6.5 Prior to execution of the subdivision agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer, landscaping and other Urban Design requirements.

7. Stormwater Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit 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, if applicable. The Owner acknowledges and have satisfied itself that there is a stormwater management pond located downstream of this Plan of Subdivision and is designed to provide quality and quantity control for this Plan of Subdivision. Therefore, the Owner shall pay its proportionate share of the use of the pond by joining the Developer's Group of Wismer.
- 7.2 Prior to final approval of the draft plan, the Owner shall submit documentation that the downstream stormwater management pond has been designed and constructed to accommodate the stormwater from this side.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to undertake 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.
- 7.4 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.

8. Municipal Services

- 8.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the subdivision by the Town.
- 8.2 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).
- 8.3 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, etc. to the satisfaction of the Town (Commissioner of Development Services).

- 8.4 The Owner shall acknowledge and agree in the subdivision agreement that, notwithstanding that the Town may approve an interim servicing connection for a portion of the lands/development within the draft plan of subdivision, no building permits will be issued for any development beyond that which can be adequately serviced by the interim connection, and that prior to the issuance of further building permits a sanitary sewer on the ultimate street network to service the balance of the lands in the draft plan of subdivision must be constructed to the satisfaction of the Town (Commissioner of Development Services) and a further servicing allocation approved by Council.
- 8.5 The Owner shall covenant and agree to pay \$200.00 per unit as its proportionate share for the cost of the Highway 48 Flow Control System which is required to create the sanitary sewer capacity for this Plan of Subdivision.

9. Community Design Plan

- 9.1 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to prepare architectural control guidelines and submit for approval as an addendum to the Highway 48: 16th Ave. to Major Mackenzie Dr. Urban Design Study prepared by Brook McIlroy Planning + Urban Design, dated October 2005 to the satisfaction of the Director of Planning and Urban Design prior to execution of the subdivision agreement.
- 9.2 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.
- 9.3 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.

10. Development Phasing Plan

- 10.1 Prior to final approval of the draft plan, the ----- Landowners Group shall enter into a legal agreement with the Town with respect to the implementation of the approved ----- Development Phasing Plan, to the satisfaction of the Town

11. Transportation Impact Study

- 11.1 Prior to final approval of the Block 5 of the draft plan, the Owner shall finalize, in consultation with the owners of other lands within the Wismer Commons Secondary Plan, a Transportation Impact Study, Markham Road (Highway 48) Corridor Study, and Internal Functional Traffic Design Study to the satisfaction of the Town and the Region of York. The Owner shall incorporate the requirements and criteria of all transportation studies into the draft approved plan and subdivision agreement.

12. Easements

- 12.1 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.

13. Utilities

- 13.1 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.
- 13.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge, telecommunications companies, etc.
- 13.3 The Owner 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.

- 13.4 The Owner 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.
- 13.5 The Owner 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.
- 13.6 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.
- 13.7 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.
- 13.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the satisfaction of the Town.
- 13.9 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.
- 13.10 The Owner covenants and agrees to provide a wider right-of-way of the laneway for utility boxes as required by the Town to the satisfaction of the Town.

14. Development Charges

- 14.1 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.

15. Phase 1 Environmental Site Assessment (ESA)

- 15.1 Prior to release for registration of the draft plan, the Owner shall:

- i) Submit environmental site assessment reports prepared by a Qualified Person in accordance with the Record of Site Condition Regulation (O.Reg. 153/04) describing the current conditions of the land to be conveyed to the Town and any proposed remedial action plan, for peer review and concurrence;
- 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.

- 15.2 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.

17. Well Monitoring Program and Mitigation Plan

- 17.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 metres of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the Town's requirements to the satisfaction of the Director of Engineering.

18. Heritage

- 18.1 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. 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 to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 18.2 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.
- 18.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 18.1 to 18.2, inclusive, have been satisfied.

19. Other Town Requirements

- 19.1 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 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.
- 19.2 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 19.3 Fire break lots shall be designated within the subdivision, to the satisfaction of the Fire Chief or his designee.
- 19.4 The adequacy and reliability of water supplies for firefighting purposes are

subject to the review and approval of the Fire Chief or his designee.

- 19.5 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 Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 19.6 The Owner shall covenant and agree in the subdivision agreement that the Town shall have first right of refusal to acquire all or part of the school sites within the draft plan of subdivision not required by either School Board and that such other government agencies or community groups that Council may identify shall have the second right of refusal.
- 19.7 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 21 for each phase.
- 19.8 The Owner shall covenant and agree in the subdivision agreement that townhouse blocks 2 and 4, shall be developed only in conjunction with abutting lands 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.
- 19.9 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
- 19.10 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Highway 48.

20. Region of York

- 20.1 Prior to draft plan approval, the owner shall enter into an indemnity agreement with York Region, which agreement shall be registered on title, agreeing to save harmless York Region from any claim or action as a result of York Region releasing conditions and pre-conditions of draft approval as part of the draft approval of Plan of Subdivision 19T-09M06, or any phase thereof, including, but not limited to claims or actions resulting from, water or sanitary sewer service not being available when anticipated. The agreement shall include a provision that requires all subsequent purchasers of the subject lands, who are not end-users, to enter into a separate agreement with York Region as a condition of the agreement of purchase and sale, agreeing to indemnify York Region on the same terms and conditions as the owner.
- 20.2 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.
- 20.3 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.
- 20.4 Prior to final approval of any non-high rise residential units 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.
- 20.5 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.
- 20.6 The Owner shall agree in the subdivision agreement that site plan approval shall be obtained prior to any development of high density block.
- 20.7 Prior to final approval for any high density residential units subject to site plan control, the Holding (h) provisions of Section 36 of the Ontario

Planning Act shall be in place through the enactment of a zoning by-law 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:

- i. York Region has advised in writing that it is no earlier than thirty-six (36) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion and the YDSS Flow Control Structures; and;
- ii. The Council of the Town of Markham has allocated adequate available water and wastewater servicing capacity to the subject development from their conditional 2011 or 2012 servicing allocation pool;
- or,
- iii. York Region has advised in writing that it is no earlier than thirty-six (36) months prior to the expected completion of the Southeast Collector Sewer and that the Duffin Creek Water Pollution Control Plant expansion project and the YDSS Flow Control Structures are operational; and,
- iv. The Council of the Town of Markham has allocated adequate available water and wastewater servicing capacity to the subject development from their conditional post 2012 servicing allocation pool;
- or,
- v. The Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure;
- or,
- vi. The Regional Commissioner of Environmental Services confirms servicing capacity for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.

20.8 The Owner shall satisfy the Region that all wells have been decommissioned according to Ontario Regulation 903 prior to any construction works occurring on the site, and shall enter into an agreement

with the Region relating to these matters if such an agreement is required by the Region.

20.9 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.

20.10 The Regional Planning and Development Services Department shall advise that Conditions 20.1 to 20.10 inclusive, have been satisfied.

21. External Clearances

21.1 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, 20.1 and 20.10, inclusive, have been satisfied.
- (b) The Ministry of Culture shall advise that Conditions 18.1 and 18.2 have been satisfied.

DRAFT PLAN APPROVED: JUNE 22, 2010

DATE OF ISSUANCE: _____

Biju Karumanchery, M.C.I.P., R.P.P.
Senior Development Manager
Planning and Urban Design



APPENDIX

B

EXPLANATORY NOTE

BY-LAW 2010-XXX

A By-law to amend By-law 304-87, as amended

Best Homes Canada Inc.

Concession 7, Part Lot 18

9582 Highway 48

Wismer Commons Community

LANDS AFFECTED

The proposed by-law amendment applies to 1.59 hectares (3.93 acres) located at the westerly limit of 9582 Highway 48 which is located west of Highway No. 48, south of Bur Oak Avenue, within the Wismer Commons community.

EXISTING ZONING

The lands are presently zoned Rural Residential (RR2) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of this by-law is to delete the lands from By-law 304-87, as amended, so they may be incorporated into By-law 177-96, as amended, to permit the development of townhouse units and a high density, mixed use residential block.



BY-LAW 2010-XXX

A by-law to amend Zoning By-law 304-87

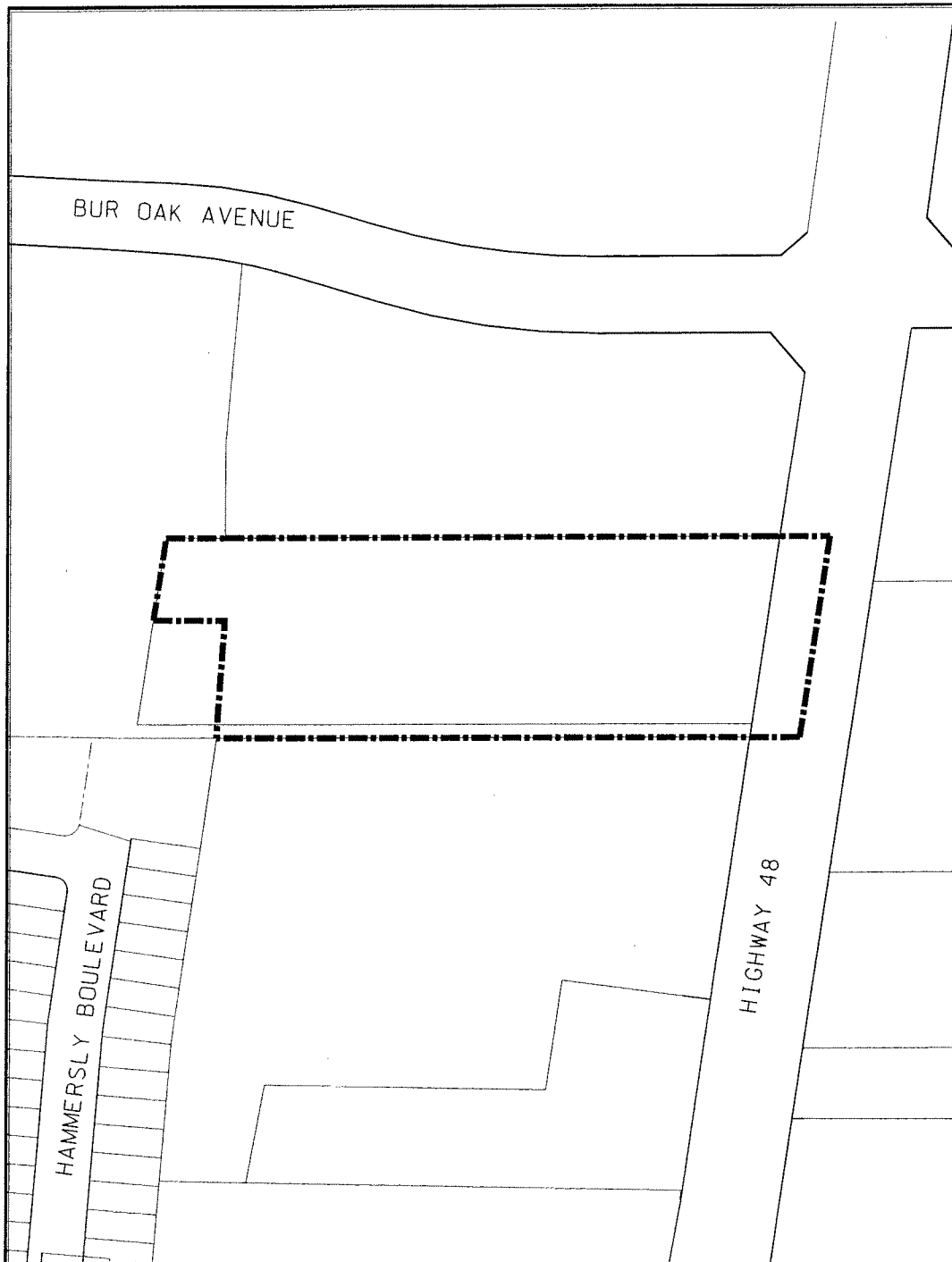
THE COUNCIL OF THE CORPORATION OF THE TOWN OF MARKHAM HEREBY ENACTS AS FOLLOWS:

1. By-law 304-87, as amended, be and the same is hereby further amended by deleting the lands outlined on Schedule 'A' hereto from the designated area of By-law 304-87, as amended.
2. This by-law shall not come into effect until By-law 2010-XXX, amending By-law 177-96, as amended, comes into effect and the lands, as shown on Schedule 'A' attached hereto, are incorporated into the designated area of By-Law 177-96, as amended.
3. All other provisions of By-law 304-87, 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 ____ 2010.

KIMBERLY KITTINGHAM
TOWN CLERK

FRANK SCARPITTI
MAYOR



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 304-87



BOUNDARY OF AREA COVERED BY THIS BY-LAW



THIS IS SCHEDULE 'A' TO BY-LAW
 PASSED THIS DAY, 2010

..... 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: 2000



EXPLANATORY NOTE

BY-LAW 2010-XXX

A By-law to amend By-law 177-96, as amended

Best Homes Canada Inc.

Concession 7, Part Lot 18

9582 Highway 48

Wismer Commons Community

LANDS AFFECTED

The proposed by-law amendment applies to 1.59 hectares (3.94 acres) located at 9582 Highway 48 which is located west of Highway No. 48, south of Bur Oak Avenue, within the Wismer Commons community.

EXISTING ZONING

The lands are presently zoned Rural Residential (RR2) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of the by-law amendment is to incorporate the lands into the designated area of By-law 177-96 and to zone the subject site to Residential Two – Lane Access [R2-LA] and Community Amenity One [CA1] to permit the development of 20 townhouse units and high density, mixed use residential development. A portion of the site with frontage on Hammersley Boulevard is rezoned to Open Space Two [OS2] to provide for a neighbourhood park at this location.

The zoning by-law incorporates two phases of development, implemented through H and H1 Holding Zone provisions.

The effect of the by-law amendment will be to permit the lands to be developed for residential purposes once the Holding provisions are removed.



EXPLANATORY NOTE

BY-LAW 2010-XXX

A By-law to amend By-law 177-96, as amended

**Best Homes Canada Inc.
Concession 7, Part Lot 18
9582 Highway 48
Wismer Commons Community**

LANDS AFFECTED

The proposed by-law amendment applies to 1.59 hectares (3.94 acres) located at 9582 Highway 48 which is located west of Highway No. 48, south of Bur Oak Avenue, within the Wismer Commons community.

EXISTING ZONING

The lands are presently zoned Rural Residential (RR2) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of the by-law amendment is to incorporate the lands into the designated area of By-law 177-96 and to zone the subject site to Residential Two – Lane Access [R2-LA] and Community Amenity One [CA1] to permit the development of 20 townhouse units and high density, mixed use residential development. A portion of the site with frontage on Hammersley Boulevard is rezoned to Open Space Two [OS2] to provide for a neighbourhood park at this location.

The zoning by-law incorporates two phases of development, implemented through H and H1 Holding Zone provisions.

The effect of the by-law amendment will be to permit the lands to be developed for residential purposes once the Holding provisions are removed.



BY-LAW 2010-XXX

A by-law to amend New Urban Area
By-law 177-96, as amended

(To incorporate lands into the designated area of this By-law)

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

1. THAT By-law 177-96, as amended, is hereby further amended as follows:
 - 1.1 By expanding the designated area of By-law 177-96 to include a portion of the lands in Concession 7, Part Lot 18, as shown on Schedule 'A' attached hereto.
 - 1.2 By zoning the lands:

Residential Two – Lane Access *413 (Holding)	[R2-LA*413(H)]
Community Amenity One *413 (Holding One)	[CA1*413 (H1)]
and	
Open Space Two	[OS2]

as shown on Schedule 'A' attached hereto.

- 1.3 By adding the following new subsections Section 7.0 – EXCEPTIONS:

**“7.413 Best Homes Canada Inc. – 9582 Highway 48
Residential Two – Lane Access Zone [R2-LA*413]
Medium Density Townhouse Development**

Notwithstanding any other provision of this By-law, the provisions in this Section shall apply to those lands denoted by symbol R2-LA*413 on the Schedule 'A' to this By-law. All other provisions, unless specifically modified or amended by this Section, shall continue to apply.

7.413.1 Only Uses Permitted

The following are the only uses permitted:

- a) *Townhouse buildings*
- b) *Home occupations*

7.413.2 Zone Standards

The following specific zone standards apply:

- a) Maximum *height* – 14.0 metres
- b) Minimum required *rear yard* – 6.0 metres
- c) Minimum *lot depth* – 21 metres
- d) Minimum *lot frontage* – 5.0 metres
- e) Minimum *front yard* – 1.5 metres

7.413.3 Special Site Provisions

The following special site provisions apply:

- a) The *main wall* of an attached *private garage*, that contains the opening for motor vehicle access, shall be set back a minimum of 6.0 metres from the *rear lot line*.
- b) A *private garage* is permitted to be within or attached to the *main building*, only if the *lot* is accessed by a *lane*
- c) Minimum *garage width* for *townhouse* dwellings – 3.5 m
- d) *Outdoor amenity spaces* and *decks space* may be located on the roof of an attached *garage*.

**7.413.4 Community Amenity One Zone [CA1*413]
Mixed Use – High Density Development**

Notwithstanding any other provisions of this By-law, the following provisions in this section shall apply to the lands denoted by the symbol CA1*423 on the Schedule to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

7.413.5 Only Uses Permitted

The following are the only uses permitted:

- a) *Apartment dwellings*
- b) *Art Galleries*
- c) *Business Offices*
- d) *Commercial fitness centres*
- e) *Commercial Schools*
- f) *Community centres*
- g) *Day nurseries*
- h) *Financial institutions*
- i) *Home occupations*
- j) *Non-profit fitness centres*
- k) *Personal service shops*
- l) *Private home daycare*
- m) *Restaurants*
- n) *Restaurants, take out*
- o) *Retail stores*

7.413.6 Zone Standards

The following specific zone standards apply:

- a) Minimum *height* – 20 metres
- b) Minimum number of *storeys* - 10
- c) Maximum *height* – 55 metres
- d) Maximum number of *storeys* – 18
- e) Maximum *Floor Space Index* – 1.75
- f) Maximum number of *dwelling units* - 220
- g) Minimum setback of the *main wall* from the front *property line* – 10 metres
- h) Maximum setback of the *main wall* from the front *property line* – 18 metres
- i) Minimum landscape strip – 3.0 metres
- j) Minimum setback from *lot lines* other than the Highway 48 streetline – 3.0 metres

7.413.7 Special Site Provisions

The following additional provisions shall apply:

- a) The following uses are permitted only in the *first storey* and *second storey* of an *apartment building*:
 - i) *Art Galleries*
 - ii) *Business Offices*
 - iii) *Commercial fitness centres*
 - iv) *Commercial Schools*
 - v) *Community centres*
 - vi) *Day nurseries*
 - vii) *Financial institutions*
 - viii) *Home occupations*
 - ix) *Non-profit fitness centres*
 - x) *Personal service shops*
 - xi) *Private home daycare*
 - xii) *Restaurants*
 - xiii) *Restaurants, take out*
 - xiv) *Retail stores*
- b) *Residential uses* on the ground floor of an *apartment building* shall not exceed 35% of the total ground floor gross floor area.
- c) Maximum gross floor area for a *retail premise* – 500 m²
- d) *Floor space index* shall be calculated using the lot and the floor area of the CA1*413 and R2-LA*413 *zones*, subject to this exception.
- e) The following *floor areas* shall be exempted from the *FSI* calculation:
 - i) *Parking areas* below *established grade*
 - ii) Rooftop mechanical penthouses
 - iii) Loading areas, storage lockers, garbage,/recycling, utility, mechanical and electrical rooms, and similar *ancillary uses* located below *established grade*
- f) Any ornamental roof construction features including (but not limited to) towers, steeples or cupolas, shall not be included in the calculation of *height*. Mechanical features, including their screening, and *structures* containing the equipment necessary to control an elevator, are permitted to project a maximum of 5.0 metres above the highest point of the roof surface, regardless of the *height* of the *building*.
- g) Any portions of a *main wall*, that extends beyond 20 metres in *height* shall be setback 2 metres from the line of the *main wall* that is less than 20 metres high.

1.4.1 HOLDING PROVISIONS:

For the purpose of this By-law, Holding (H) and (H1) *zones* are hereby established and are identified on Schedule 'A' attached hereto by the letter (H) and (H1) in parenthesis following the zoning symbol.

No person shall hereafter *erect* or *alter* any *building* or *structure* on lands subject to Holding '(H) and (H1)' provisions for the purpose permitted under this By-law until amendments to this By-law to remove the letters (H) and '(H1)' have come into effect pursuant to the provisions of Section 36 of the Planning Act.

1.4.1 Prior to removing the Holding '(H)' provision, the following conditions must be met to the satisfaction of the Town of Markham:

- a) York Region has advised in writing that the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the YDSS Flow Control Structures project will be within six (6) months of removing the Holding (H) provision; and
- b) The Council of the Town of Markham has allocated adequate available water supply and sewage servicing capacity to the subject development; or
- c) The Council of the Town of Markham approves servicing allocation to the lands that are not dependent upon the construction of Regional infrastructure; or
- d) The Region's Commissioner of Environmental Services confirms servicing capacity for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
- e) Execution of one or more Development Agreement(s) or Subdivision Agreement between the Town and the Owner and/or any other third parties, where applicable, relating to the design, construction and financing of required off-site servicing and transportation infrastructure (including a full moves access to Highway 48 or Bur Oak Avenue).

1.4.2 Prior to removing the Holding '(H1)' provision, the following conditions must be met to the satisfaction of the Town of Markham:

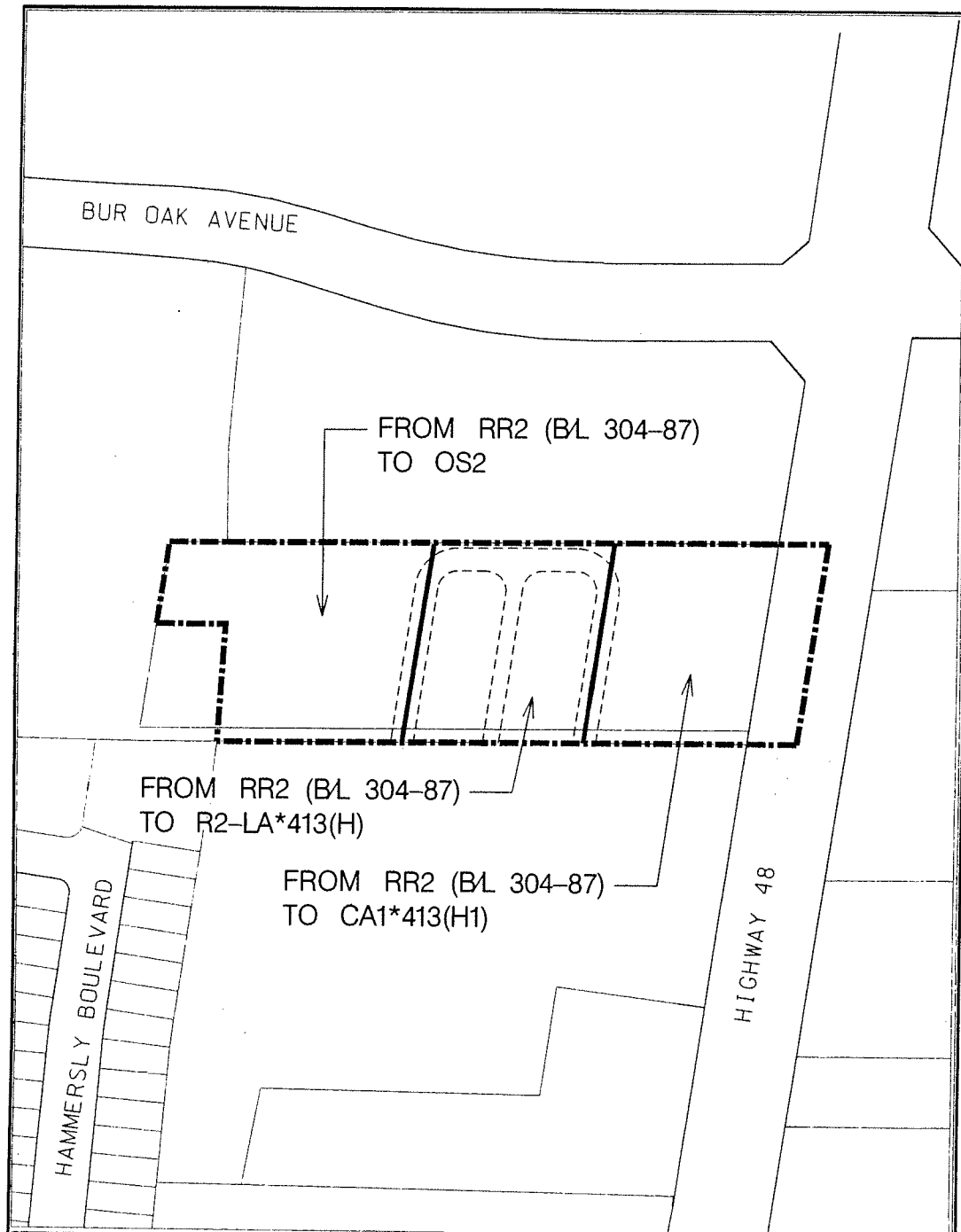
- a) York Region has advised in writing that the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the YDSS Flow Control Structures project will be within six (6) months of removing the Holding (H) provision; and
- b) The Council of the Town of Markham has allocated adequate available water supply and sewage servicing capacity to the subject development; or
- c) The Council of the Town of Markham approves servicing allocation to the lands that are not dependent upon the construction of Regional infrastructure; or
- d) The Region's Commissioner of Environmental Services confirms servicing capacity for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
- e) Execution of a site plan agreement.

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 ____ 2010.

KIMBERLY KITTERINGHAM
TOWN CLERK

FRANK SCARPITTI
MAYOR



DEVELOPMENT SERVICES COMMISSION

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



BOUNDARY OF AREA COVERED BY THIS BY-LAW
 ZONE BOUNDARY

RR2 RURAL RESIDENTIAL TWO
 R2-LA RESIDENTIAL TWO-LANE ACCESS
 CA1 COMMUNITY AMENITY ONE

OS2 OPEN SPACE TWO
 *No. EXCEPTION SECTION NUMBER
 (H)(H1) HOLDING PROVISIONS

THIS IS SCHEDULE 'A' TO BY-LAW
 PASSED THIS DAY 2010

..... 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: 2000