

**APPENDIX 'A'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-11003**  
**HARRY COOK DEVELOPMENTS INC.**

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Masongsong Associated Engineering Limited, identified as Project Number 11528, Drawing Number DFT 20, dated March 30, 2012, incorporating the following redline revisions:
  - ROW rounding radius for Ian Baron Avenue, Helen Avenue, Lane A and Lane B, based on a minimum curb radii of 7.5 m (inside) and 15.0 m (outside) with pavement width of 9.0 m at the bends. Adjustments may be required based on the auto-turn templates for fire trucks/snow ploughs to be included at the detailed design stage.
- 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 XXXX 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 the Official Plan, South Unionville Secondary Plan and 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, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Traffic Impact Study / Internal Functional Traffic Design Study, 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.
- 1.6 Upon registration, the Owner shall convey Block 21 to the Town, free of all costs and encumbrances, for servicing/overland flow route. The design of this block shall be integrated with the Park to the satisfaction of the Commissioner of Development Services.

- 1.7 The Owner shall design the overland flow route for Helen Avenue and Lane 'B' and provide the required easement, if necessary on Block 10 to the satisfaction of the Commissioner of Development Services.

2. Roads

- 2.1 The road allowances and laneways 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 at both ends of Ian Baron Avenue to the Town, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the Town, to the satisfaction of the Town (Commissioner of Development Services). The design of the temporary turning circles, 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 portion of Ian Baron Avenue which is outside the plan of subdivision must be completed (by others). If the portion of the road is not completed (by others), the Owner agrees to acquire the required lands and complete the road, or convey to the Town an easement over these lands and complete the road, to the satisfaction of the Director of Engineering. Alternatively, the Owner agrees to provide temporary turning circles or temporary roads/lanes to accommodate the proposed development or parts thereof to the satisfaction of the Director of Engineering.
- 2.7 The Owner shall covenant and agree in the subdivision agreement that construction access shall be restricted to Ian Baron Avenue, Castan Avenue and Helen Avenue. No construction access shall be provided from South Unionville.
- 2.8 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Study. 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. Community Design

- 3.1 The Owner shall implement and incorporate all requirements of the approved South Unionville – Design Book into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 3.2 The Owner shall retain a design consultant acceptable to implement the Generic Architectural Control Guidelines for all residential buildings.
- 3.3 The Owner shall implement Significant Character Area Guidelines contained in Chapter 6.2 of South Unionville Design Book for buildings fronting on public parks and located on Lot 9 and the end units of Blocks 10 and 13.
- 3.4 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.
- 3.5 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.
- 3.6 The Owner shall prepare and implement pedestrian connections to existing public sidewalks and walkways to satisfaction of the Commissioner of Development Services.
- 3.7 The Owner shall agree that vehicular access to residential units in Block 14 will be from Lane “A”.

4. Parks and Open Space

- 4.1 The Owner shall provide a minimum of 200 mm depth of topsoil in the entire municipal boulevard and a minimum of 300 mm depth of topsoil for the open space Block 21 to appropriately plant boulevard trees to the satisfaction of the Commissioner of Development Services.

5. Landscape Works

- 5.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person based on the approved Community Design Plan and Architectural Control Guidelines, to the satisfaction of the Director of Planning and Urban Design, which shall include but not be limited to:

- a) streetscape planting for Ian Baron Avenue and Helen Avenue;
  - b) street tree planting in accordance with the Town of Markham Streetscape Manual dated June 2009.
  - c) 1.8 m high wood screen corner lot fencing.
  - d) 1.5 m high black vinyl chain link fence on the property line where residential lots abut parks and open space.
  - e) any other landscaping as determined by the Community Design Plan and to implement tree compensation planting to the satisfaction of the Town.
- 5.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the Town.
- 5.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 5.1.
- 5.4 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 5.1 a)
- 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. Tree and Woodlot Preservation

- 6.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the Town of Markham Streetscape Manual dated 2009, as amended from time to time.
- 6.2 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.
- 6.3 Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 6.4 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.
- 6.5 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the Town of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the 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.

7. Financial

- 7.1 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 landscaping requirements.

8. Noise Impact Study

- 8.1 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 South Unionville Avenue, Helen Avenue, Castan Avenue, and Highway 407 and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agreed 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).

9. Stormwater Management

- 9.1 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. 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 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 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 10.2 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).

10.3 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).

10.4 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.

## 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 watermain, 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 PowerStream, Enbridge, telecommunications companies, etc.

12.3 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.

- 12.4 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.
- 12.5 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.
- 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.

13. Traffic Impact Study

- 13.1 Prior to final approval of the draft plan, the Owner shall prepare, in consultation with the Owners of other lands within the Secondary Plan area, a Traffic Impact Study to the satisfaction of the Town and the Region of York. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the draft approved plan and subdivision agreement.

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.



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

15. Phase 1 Environmental Site Assessment (ESA)

15.1 Prior to the 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.

16. Heritage

16.1 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.

16.2 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).

- 16.3 Prior to any removal or alteration of any existing buildings, trees or other site features, the Owner shall permit Town staff an opportunity to carry out photographic documentation of the property and its features for archival purposes.

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. Other Town Requirements

- 18.1 The Owner shall covenant and agree in the subdivision agreement to pay recoveries for their proportionate share of previously constructed servicing/infrastructures for this area to the satisfaction of the Town (Commissioner of Development Services).
- 18.2 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 South Unionville 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.
- 18.3 Prior to final approval, the Trustee of the South Unionville 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.
- 18.4 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.
- 18.5 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

18.6 The Owner shall covenant and agree in the subdivision agreement that part lots (including Blocks 16 to 20 inclusive) may 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 until all applicable fees have been paid.

18.7 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder or their real estate agents:

Park, by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional site by type; commercial site by type; other surrounding land uses and facilities as specified by the Town; existing or future: rail facilities, provincial highways, arterial and collector roads, transit routes and stops; Town approved sidewalk, walkway and bike route locations; Town approved postal box and utility furniture locations or possible locations if prior to approval; Town lot grading standards.

All display plans shall be reviewed and approved at the sales office by Town staff, prior to the opening of the sales office.

## 19 Region of York

19.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the Regional Planning and Development Services Department.

19.2 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.

19.3 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.

19.4 Prior to the final approval the following shall occur:

- a) the Town of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
  - b) York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Southeast Collector Sewer; or,
  - c) 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.
- 19.5 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, as amended by By-law # 2010-49.
- 19.6 The Regional Planning and Development Services Department shall advise that Conditions 19.1 to 19.6 inclusive, have been satisfied.
20. MNR
- 20.1 The Owner shall agree in the subdivision agreement to satisfy all requirements of the Ministry of Natural Resources with respect to a Redside Dace (endangered species) potential impact on the draft plan of subdivision.
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 and 19 have been satisfied.
  - b) The Ministry of Culture (Heritage Branch) shall advise that Conditions 16.1 and 16.2 have been satisfied.
  - c) The Ministry of Natural Resources shall advise that Condition 20 has been satisfied.

Dated:

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Biju Karumanchery, Senior Development Manager