

“THE CONDITIONS OF THE COUNCIL OF THE TOWN OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-09002 (Crown of Markham Inc., Phase II) ARE AS FOLLOWS”

1. General

- 1.1 Approval shall relate to Draft Plan of Subdivision 19TM-09002 prepared by MMM Group, dated June 17, 2009.
- 1.2 Prior to release for registration of the draft plan, the Owner shall submit concept plans and elevations for Blocks 22-25 inclusive, to ensure a layout and design that is consistent with the vision of the High Street area of the Community Design Plan for the Cathedral Community. The Owner shall make revisions to the draft plan, if necessary, to the satisfaction of the Town.
- 1.3 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 December 13, 2013, unless extended by the Town upon application by the Owner.
- 1.4 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.
- 1.5 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.
- 1.6 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, TRCA and Region 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 to the satisfaction of the Director of Engineering.
 - 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 Director of Engineering.
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- 2.4 The Owner shall convey, upon registration of the plan of subdivision, 0.3m reserves as required by the Town of Markham or other agencies free of all costs and encumbrances, to the satisfaction of the Director of Engineering.
- 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 Director of Engineering. 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 The Owner acknowledges and agrees that the road allowances within the draft plan shall have right-of-way widths satisfactory to the Town in accordance with the Traffic Impact Study.
- 2.7 The Owner acknowledges that revisions to the draft plan of subdivision are required to provide for:
- 7.5m wide servicing block along Woodbine By-Pass adjacent to Blocks 11, 12 13, 25 and 26 to the satisfaction of the Director of Engineering.
 - 18.5m right-of-way for the entire width of Street 'A' within the Draft Plan.
 - Corner rounding shall be minimum 5.0m at the intersections of Street 'A' & Street 'B' and Street 'B' & Lane 'CC'.
- 2.8 Prior to the final approval of the draft plan, the Owner shall design all laneways with a minimum centre line radius of 12.0m, in accordance with the criteria for Laneways, to the satisfaction of the Director of Engineering.

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, recommending outdoor and indoor noise control measures for the proposed development, including specific details relating to the width of buffer blocks and height of noise fences, to the satisfaction of the Director of Engineering, 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.
- 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 Director of Engineering, in consultation with the Region of York.

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- 3.3 The Owner shall covenant and agree in the subdivision agreement to convey the necessary Blocks to the Town as buffer blocks, free of all costs and encumbrances. 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 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.
- 4.2 The Owner shall submit a subdivision plan showing any trees to be preserved and the associated proposed and existing grading.
- 4.3 Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 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.
- 4.4 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.

5. Community Landscaping

- 5.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person based on the approved (Urban Design and Amenity Guidelines/ Community Design Plan, Architectural Control Guidelines), to the satisfaction of the Director of Planning and Urban Design
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- a) street tree planting in accordance with the Town of Markham Streetscape Manual date June 2009, as amended from time to time
 - b) buffer planting for the open space/landscape buffer blocks 29 and 30
 - c) noise attenuation fencing abutting as per the recommendations of the noise report.
 - d) fencing and planting of the walkway blocks
 - f) fencing between low density residential and higher density residential, commercial and industrial sites
 - i) a detailed streetscape plan including street trees for The Woodbine By-Pass, Street A, B, C and the High Street.
 - k) Mid block walkway connections through blocks 25, 26, 27 and 28
 - l) Street lights details and the associated master layout plan
 - k) any other landscaping as determined by the Community Design Plan and the Environmental Master Drainage Plan.
- 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 XX. (# of condition noted below)
- 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 X.Xa)
- 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)

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- 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. Financial

- 6.1 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 Urban Design requirements.

7. Parks and Open Space Parks and Open Space

- 7.1 The Owner shall provide a minimum 200mm depth of topsoil in the entire municipal boulevard and open space blocks to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.
- 7.2 Parkland dedication for this plan of subdivision has been satisfied elsewhere in the Cathedral Community as identified in the provisions of the “Cathedral West Parks and Open Space Agreement”. The Town reserves the right to require, as an alternative, the 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. If the proposed unit count in the approved draft plan of subdivision exceeds the unit count for that subdivision as set out in Chart 4 of the West Cathedral Open Space Study dated 2004, the owner will be responsible for any additional parkland dedication or cash-in-lieu payment.
- 7.3 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all open space blocks and vacant lands within the subdivision to the satisfaction of the Director of Planning and Urban Design. The open space blocks shall be maintained until such time as they have been constructed and formally assumed by the Town for
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maintenance purposes. The other vacant blocks shall be maintained until development occurs or until such a time as the ownership of the blocks has been transferred.

- 7.4 The Owner shall post approved copies of the Community Plan including any Open Space Plans and Parks, in all sales offices for dwelling units within the draft plan of subdivision.
- 7.5 The Owner shall convey Blocks 29 and 30 (open space landscape buffer) to the Town, free of all costs and encumbrances, to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision.

8. Community Design

- 8.1 The Owner shall implement and incorporate all requirements of the approved Cathedral Community Design Plan, dated January 2005 to the satisfaction of the Town.
- 8.2 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to prepare architectural control guidelines to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement
- 8.3 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 8.4 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.
- 8.5 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.

9. Stormwater Management

- 9.1 Prior to release for registration of the draft plan, the Owner shall submit a stormwater management design brief, 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 (TRCA). The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities, natural channel and overland routes, provide any easements or lands either internal or external to the subdivision for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required. Upon registration of the plan of subdivision, the Owner shall convey all necessary Blocks or transfer easements to the Town as determined by the Town for stormwater management purposes, and natural channel, including overland flow routes, free of all costs and encumbrances, in accordance with the recommendations of the Stormwater Management Study, to the satisfaction of the Town and TRCA.

- 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 soil stripping.

10. Municipal Services

- 10.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to the Town being satisfied that adequate water supply and sanitary sewer allocation is available to service the development in accordance with the Council resolution regarding community water supply allocations and sanitary sewage allocation.
 - 10.2 Prior to release for registration of the draft plan, the Owner shall prepare, to the satisfaction of the Town, a Servicing Report to determine the infrastructure required for all municipal services internal and external to the subdivision, including sewers, water mains, and roads. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
 - 10.3 Prior to release for registration of the draft plan, detailed engineering drawings shall be provided by the Owner in accordance with the Servicing Brief, 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, storm water management detail plans, and any other plans to the satisfaction of the Director of Engineering.
 - 10.4 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
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the Town's design criteria, standards and general engineering principles and established municipal standards to the satisfaction of the Director of Engineering.

- 10.5 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the Town.
- 10.6 The Owner shall prepare and submit an analysis of water supply and pressures for the internal water system to the satisfaction of the Director of Engineering, and comply with any applicable requirements, conditions or assessed costs established by the Town, the Region of York or any other authorized agencies prior to the registration of any portion of the draft approved plan.
- 10.7 The Owner shall covenant 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 is adequate water supply for firefighting operations and acceptable access for fire fighting equipment is available.
- 10.8 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads to the satisfaction of the Director of Engineering.
- 10.9 The Owner shall covenant and agree in the subdivision agreement that no pre-servicing will occur until the engineering drawings are approved, pre-servicing agreement is executed, and the necessary securities are provided.
- 10.10 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.
- 10.11 Prior to the final approval of the draft plan, the Owner shall provide sanitary flow impact analysis on Crown of Markham Phase 1 sewers.
- 10.12 Prior to the final approval of the draft plan, the Owner shall provide sanitary flow impact analysis on Heritage at Cathedraltown Phase 2 sewers.

11. Traffic Impact Study

- 11.1 Prior to final approval of the draft plan, the Owner shall prepare an Internal Functional Traffic Design Study to the satisfaction of the Town.

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 Prior to release for registration of the draft plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan) to the satisfaction of the Town and all affected authorities.
- 13.2 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 Director of Engineering and authorized agencies.
- 13.3 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 Consumers Gas, telecommunications companies, etc. in order to service the development.
- 13.4 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.
- 13.5 The Owner covenants and agrees to advise all utility and telecommunication carriers that plans for medium or large size 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.
- 13.6 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.
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- 13.7 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.
- 13.8 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.
- 13.9 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.

14. Phase 1 Environmental Site Assessment (ESA)

- 14.1 Prior to release for registration of the draft plan, the Owner shall:
- i) Submit a clearance letter from the consultant which describes that the proposed development area is already considered in the approved 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;
 - 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.

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- 14.3 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. Community Design Plan

- 15.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the OPA 149 Open Space and Streetscape Master Plan into all municipal works, site plan and building permit applications within the plan of subdivision.

16. Development Charges

- 16.1 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.
- 16.2 The Owner covenants and agrees to pay all fees and development charges which will be finalized at the subdivision agreement stage.

17. Heritage

- 17.1 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.
- 17.2 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. Fire Department

- 18.1 Fire break lots shall be designated within the subdivision agreement, to the satisfaction of the Fire Chief or his designee.
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- 18.2 The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
 - 18.3 To ensure reliability of access for Fire Department vehicles under all conditions, two means of access, independent of one another are to be provided into the development.
 - 18.4 Fire hydrant(s) on streets are to be spaced at intervals not exceeding 120 metres for single family dwellings and 90 metres for townhouse developments.
 - 18.5 A water supply of at least 5,000 l/m for single family dwellings and 7,000 l/m for townhouse developments shall be available for firefighting purposes.
 - 18.6 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.

19. Bell Canada

- 19.1 The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
- 19.2 The Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.

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- 19.3 Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

20. Other Town Requirements

- 20.1 Prior to release of registration 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, fire hall, police station, parks and public roads in the West Cathedral Community, 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.
- 20.2 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.
- 20.3 The Owner acknowledges and agrees that final approval of the draft plan of subdivision will 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 20 for each phase.
- 20.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - the Town's zoning by-law restricts the width of the driveway for single detached and semi-detached units 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.
- 20.5 The Owner shall covenant and agree in the subdivision agreement to contribute a proportional share to the Victoria Square Streetscape Improvement Study.
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20.6 The Owner shall covenant and agree in the subdivision agreement to pay a proportional share for the design and construction of a combined bicycle and pedestrian path to be located generally within blocks fronting the east side of the Woodbine By-pass.

21. Region of York

Region of York's conditions to be included when received

22. Toronto and Region Conservation Authority

TRCA's conditions to be included when received

23. Canada Post

23.1 At the developer/owners expense, for buildings containing 3 or more units the developer/owner must supply, install and maintain a central mail facility to Canada Post specifications; ensure that all mail delivery equipment is installed in a location that is readily accessible to the occupants and Canada Post personnel; and, ensure that all mail is accessible by persons with physical disabilities.

23.2 For buildings with less than 3 units, the developer/owner is required to contact Canada Post in order to arrange mail delivery options.

24. External Clearances

24.1 Prior to release for registration 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 their conditions and requirements have been satisfied.
- (b) The Toronto and Region Conservation Authority shall advise that their conditions and requirements have been satisfied.
- (c) The telephone or telecommunications provider shall advise that their conditions and requirements have been satisfied.
- (d) Enbridge Consumers Gas shall advise that their conditions and requirements have been satisfied.
- (e) The Ministry of Culture shall advise that their conditions and requirements have been satisfied.

ISSUED:

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

EXPLANATORY NOTE

BY-LAW 2010-XXX

Monarch Corporation – Cathedral Town South Subdivision

This By-law applies to a draft plan of subdivision totalling 6.86 hectares (16.95 acres), located on the east side of the Woodbine By-pass, immediately west of the Cathedral of the Transfiguration.

The purpose and effect of this zoning by-law is to delete these lands from the by-law 304-87 so they can be incorporated into by-law 177-96, to permit a residential plan of subdivision.



BY-LAW 2010-XXX

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

To delete lands on the east side of the Woodbine By-pass, immediately west of the Cathedral of the Transfiguration from By-law 304-87, so they can be incorporated into By-law 177-96

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

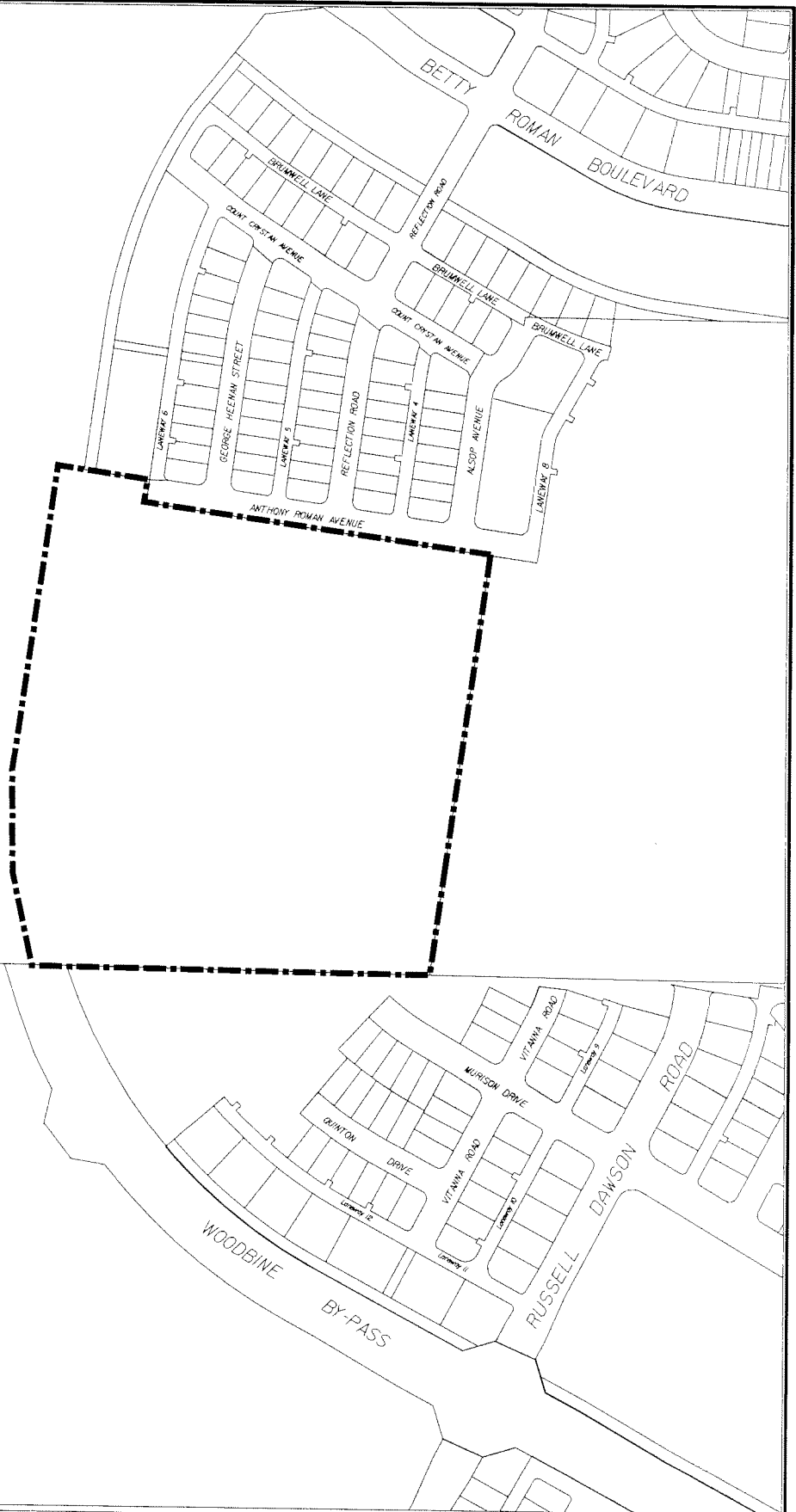
1. That By-law 304-87 be amended by deleting the lands shown on Schedule 'A' attached hereto, from the designated area of By-law 304-87.
2. This by-law shall not come into effect until By-law 2010-XXX, amending By-law 177-96, as amended comes into effect and the lands, as shown in Schedule 'A' attached hereto, are incorporated into the designated area of By-law 177-96.
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
____TH DAY OF _____, 2010.

KIMBERLEY KITTERINGHAM
TOWN CLERK

FRANK SCARPITTI
MAYOR

HIGHWAY 404



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

.....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: 5000

EXPLANATORY NOTE

BY-LAW 2010-XXX

Monarch Corporation – Cathedral Town South Subdivision

This By-law applies to a draft plan of subdivision totalling 6.86 hectares (16.95 acres), located on the east side of the Woodbine By-pass, immediately west of the Cathedral of the Transfiguration.

The purpose of this zoning by-law amendment is to incorporate the subject lands in the Urban Expansion Area By-law (177-96) to permit a residential plan of subdivision. The effect of the zoning by-law amendment is to:

- Extend the zoning designation and regulations established for the Cathedral Town subdivision immediately to the south onto the subject lands; and,
- Establish appropriate zoning designations and regulations for a medium density mixed use area within the confines of the proposed plan of subdivision.

The subject lands are designated low density residential in the Cathedral Community Secondary Plan (OPA 41), as amended. The zoning by-law conforms to the policies of the Secondary Plan.

The proposed zoning designations are:

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| • Community Amenity Area One *433 | [CA1*433], |
| • Residential Two | [R2]; |
| • Residential Two – Lane Access*196*328 | [R2 – LA*196*328]; |
| • Residential Two – Lane Access*198*292*313 | [R2-LA*198*292*313]; |
| • Residential Two – Lane Access*196*314 | [R2-LA*196*314]; and, |
| • Residential Two – Lane Access*198*416 | [R2 – LA*198*416]. |



BY-LAW 2010-XXX

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

To incorporate lands on the east side of the Woodbine By-pass, immediately west of the Cathedral of the Transfiguration into By-law 177-96

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

1. That By-law 177-96 be amended as follows:

1.1 By expanding the designated area of By-law 177-96, to include the lands shown on Schedule 'A', attached hereto and zoning said lands:

- Community Amenity Area One *433 [CA1*433],
- Residential Two [R2];
- Residential Two – Lane Access*196*328 [R2 – LA*196*328];
- Residential Two – Lane Access*198*292*313 [R2-LA*198*292*313];
- Residential Two – Lane Access*196*314 [R2-LA*196*314]; and,
- Residential Two – Lane Access*198*416 [R2 – LA*198*416].

By adding the following new subsections to Section 7 – EXCEPTIONS to By-law 177-96:

“7.433 Crown of Markham 19TM-09002 - Part of Lot 23, Concession 3

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *433 on Schedule 'A' to this By-law. All other provisions of this By-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

7.433.1 Special Site Provisions

The following additional provisions apply:

- a) *Residential uses* are prohibited on the *first storey* of any building.
-

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
__TH DAY OF _____, 2010.

KIMBERLEY KITTERINGHAM
TOWN CLERK

FRANK SCARPITTI
MAYOR

