

APPENDIX A

CONDITIONS OF SITE PLAN ENDORSEMENT

1. That the Owner executes a subdivision agreement prior to site plan approval.
2. That the Owner enters into a site plan agreement with the Town, containing all requirements of the Town, GO Transit, the Region of York, and other public agencies, including providing any financial securities, conveyances or land, and easements.
3. That this endorsement shall lapse and site plan approval will not be issued, after a period of three years commencing April 28, 2009, in the event that the site plan agreement is not executed within that period of time.
4. That prior to site plan approval, the Owner shall address any concerns identified by the Town, GO Transit, Region of York, and other public agencies, and revise any studies or plans accordingly, and execute any necessary agreements, to the satisfaction of the Town.
5. That prior to site plan approval, the Owner shall submit final drawings, including but not limited to, site plan and elevation drawings, landscape plans, grading and servicing plans, composite utility plans, pavement marking and signage plans, and drainage plans that comply with all requirements of the Town, GO Transit, Region of York, and other public agencies, to the satisfaction of the Town.
6. That the Owner convey an access easement to the Town for vehicular and pedestrian access over the future connection with the property to the south.
7. That the Owner enter into an agreement with the Town for maintenance responsibilities for any transition areas between public and private lands and for the public walkways surrounding the perimeter of the park, and including a clause in the condominium declaration, prior to site plan approval.
8. That the Owner agree in the site plan agreement, to attain LEED silver for the mixed-use building and stacked townhouse units and provide appropriate securities.

9. That the Owner agree in the site plan agreement, that Street B will not be maintained by the Town until the future road (part of Street B) is fully constructed. The Operations Department will maintain only Street A up to the cul-de-sac.
10. That the Owner agree in the site plan agreement, to satisfy the requirements of Heritage Markham and the Town's Heritage Planning Section, including those clauses identified in this report.
11. That prior to site plan endorsement, the Owner provide a clearance letter and final release including servicing allocation, from the Trustee of the Milliken Main Street Landowners Group.
12. That prior to site plan approval, amendments to Zoning By-law 177-96, as amended, to implement this site plan, shall have come into effect in accordance with the provisions of the Planning Act.
13. That prior to site plan approval, the Owner pay all applicable charges including, but not limited to, development charges, cash-in-lieu of parkland and recoveries.

APPENDIX 'B'
COUNCIL RESOLUTION



THE CORPORATION OF THE TOWN OF MARKHAM

**EXTRACT FROM THE MINUTES OF THE COUNCIL MEETING HELD ON Jun 12, 2007
REPORT NO. 36 - DEVELOPMENT SERVICES COMMITTEE (May 29, 2007)**

(4) COTTONLANE ESTATES INC. 158, 168, 178 OLD KENNEDY ROAD DRAFT PLAN OF SUBDIVISION (19TM-05019) TO CREATE A PARK BLOCK, A MEDIUM DENSITY BLOCK AND A MIXED USE BLOCK ON THE WEST SIDE OF OLD KENNEDY ROAD, SOUTH OF VICTORY AVENUE MAIN STREET MILLIKEN (SU.05-023993) (10.7)

Report Attachment

That the report dated May 29, 2007 entitled "Cottonlane Estates Inc., 158, 168 and 178 Old Kennedy Road, Draft Plan of Subdivision (19TM-05019) to create a park block, a medium density block and a mixed use block on the west side of Old Kennedy Road, south of Victory Avenue, (SU.05-023993)" be received;

And that the record of the Public Meeting held on October 3, 2006, regarding the proposed plan of subdivision be received;

And that draft plan of subdivision 19TM-05019 located on the west side of Old Kennedy Road, south of Victory Avenue, proposed by Cottonlane Estates Inc., be draft approved subject to the conditions outlined in Appendix 'A';

And that the Owner shall enter into a No Presale Agreement with the Town, which agreement shall be registered on title, committing the Owner not to enter into any agreements of purchase and sale with anyone, including other developers or builders, for the subject lands (19TM-05019), until full servicing allocation has been granted by Council for the proposed development, prior to draft plan approval being issued. The Agreement shall include but not be limited to the following:

(A) Not to enter into any agreements or purchase and sale with end users (eventual homeowner who is purchasing an individual lot containing a dwelling for the purpose of occupancy) for the subject lands until such time as:

(a) i. York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the Southeast Collector Trunk Sewer project; and

ii. The Council of the Town of Markham has allocated adequate available water supply and sewage servicing capacity to the subject development;

or,

(b) the Town of Markham approves the assignment of servicing allocation to this development that is not dependent upon the construction of infrastructure;

or

(c) the Regional Commissioner of Transportation and Works confirms servicing capacity for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development;

And

(B)Not enter into any agreements of purchase and sale with non end users for the subject lands unless the agreement of purchase and sale contains a condition that requires the purchaser and any subsequent purchasers to enter into a separate agreement with the Town of Markham, which agreement shall be registered on title, committing the Owner to the same terms as set out in item A above;

And that the Owner shall apply for a zoning by-law amendment to permit the proposed stacked townhouse development, mixed use block and parkette. This approval shall be in place prior to final draft plan approval;

And that the applicant provide to the Town the required payment of 30% subdivision processing fees in accordance with the Town's Fee By-law;

And that the draft plan approval for plan of subdivision 19TM-05019 will lapse after a period of three years commencing May 29, 2007, in the event that a subdivision agreement is not executed within that period;

And that Staff be authorized and directed to do all things necessary to give effect to this resolution.

APPENDIX 'C'

REVISED CONDITIONS

PLAN OF SUBDIVISION 19TM-05019

Cottonlane Estates Inc.

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Plantactics, identified as Project Number 2471, dated September 5, 2005 and with a revised date of Feb. 8/08 incorporating the following redline revisions:
- Street 'B' be revised to be shown as a Block X
 - Street 'A' shall have a minimum width of 15.5 metres in accordance with the Town's standard of a single loaded street
 - Provide a turning circle at the west terminal of Street 'A'
 - Provide 0.3 metre reserve at the north limit of Street 'A' including around the turning circle, and the south limit of the property line
 - Provide required roundings at the intersection of Street 'A' and future north south road (Block X) and at the intersection of future north-south road (Block X) and condominium road along the south property line
 - Provide required daylight triangles at the intersection of Street 'A' and Old Kennedy Road
 - Street 'A' shall align with Aldergrove Drive at Old Kennedy Road
 - Any revisions resulting from the approved noise and vibration study
 - Any revisions resulting from the approved functional road plan
 - Any revisions resulting from the approved functional servicing plan
 - Any revisions resulting from the functional design of the north-south street in Block X
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on _____ unless extended by the Town upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 177-96 as amended, 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) provision 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 servicing allocation has not been confirmed by the Developers Group Trustee and the Town.
- 1.6 The Owner shall pay \$200.00 per unit for Highway 48 flow control contribution upon execution of the subdivision agreement.
- 1.7 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).
- 2.4 The Owner shall convey 0.3m reserves at the north limit of Street 'A' including around the turning circle, and south limit of the property line, 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 The Owner shall covenant and agree in the subdivision agreement to construct Street 'A' as part of Phase 1.

- 2.7 The Owner and Town shall acknowledge in the subdivision agreement that Street 'A' shall be built to a standard right-of-way of 15.5 metres for a single loaded street and Street 'A' shall be widened in the future with the development of the land to the north to a standard local street.
- 2.8 The Owner shall covenant and agree in the subdivision agreement to construct a road of standard municipal width within Block X (future north-south road), to the satisfaction of the Town and convey the land to the Town when directed by the Director of Engineering. The Owner covenants and agrees to post the necessary Letter(s) of Credit to secure the construction of the road including all below and above ground services and appurtenances.
- 2.9 The Owner and Town shall acknowledge in the subdivision agreement that prior to construction of a municipal street in Block X (future north-south road), the Owner may use this block as a temporary private driveway to access and service the development. The Owner shall covenant and agree in the subdivision agreement that the design of this temporary private driveway shall be subject to the review and approval of the Director of Engineering to ensure that the construction of a future municipal street is not precluded.
- 2.10 The Owner shall covenant and agree in the subdivision agreement that the temporary private driveway within Block X may have to be removed in its entirety, at the Owner's sole cost, in order to construct a municipal street in the future and that the provision of an alternative access to the development, during the construction of the municipal street, shall be the responsibility of the owner or future condominium corporation.
- 2.11 The Owner shall covenant and agree in the subdivision agreement that the Town reserves the right to assume the south private driveway if and when it is widened to a full municipal right-of-way with redevelopment of the lands to the south of this Plan of Subdivision. The Owner shall covenant and agree in the subdivision agreement that the design of the south private driveway shall be subject to the review and approval of the Director of Engineering to ensure that the construction of a future municipal street is not precluded.
- 2.12 The Owner shall covenant and agree in the subdivision agreement to integrate the southerly road with the adjacent property to the south when such integration becomes feasible and if required to do so by the Town.

3. Noise & Vibration Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise & Vibration Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Old Kennedy Road, Kennedy Road and rail traffic on GO transit rail line and by any other identified noise sources, to the satisfaction of the Town. The study shall include a detailed assessment of the transportation and stationary noise constraints to the proposed development.

The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise & Vibration Impact Study. The Owner acknowledges that the Town will not accept noise fences over 2.0 m high, the draft plan of subdivision may need to be revised to allow for berming or other alternative noise solutions.

- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise & vibration control measures and warning clauses as recommended by the approved Noise & Vibration Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York and GO Transit.

4. Tree Preservation and Landscaping

- 4.1 The Owner shall submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 4.2 The Owner shall obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 4.3 The Owner shall submit overall Streetscape and Landscape Plans, to the satisfaction of the Commissioner of Development Services, prior to the execution of the subdivision agreement. These plans are to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:

- a) street tree planting for all private and all public streets abutting the Plan of subdivision including a minimum of one tree per residential lot with a maximum space of 12 metres between trees. The size, spacing and species selected shall be to the satisfaction of the Town (Commissioner of Development Services)
 - b) 1.8 metre high wood privacy fencing or other suitable buffer screening where residential lots abut retail/commercial areas, or other non-residential areas;
 - c) noise attenuation fencing where required, wholly on residential lots;
 - d) flankage privacy fencing on end units on blocks abutting lanes and roadways, wholly on residential lots;
 - e) any subdivision entrance features must not be on Town property.
- 4.5 The Owner shall provide cash-in-lieu of street trees for Streets 'B' and southerly road and cash-in-lieu of buffer planting for Block 4 (Railway Buffer) within the draft plan through registration of the subdivision agreement.
- 4.6 The Owner covenants and agrees that the detailed design and construction of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.
- 4.7 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.
- 4.8 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Condition 4.4.
- 4.9 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, THE TOWN OF MARKHAM HAS APPROVED THE FOLLOWING ITEMS, WHICH THE LANDSCAPE ARCHITECT HAS DETERMINED ARE NECESSARY AND HAS DESIGNED, AND WHICH THE DEVELOPER MUST PROVIDE AND BEAR THE COST OF:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD)
- CORNER LOT FENCING
- REAR LOT 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 AND PARK BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

5. Parks and Open Space

- 5.1 The Owner covenants and agrees to dedicate parkland and cash-in-lieu of parkland to the Town in accordance with the Town of Markham By-law 195-90 (Conveyance of Parkland By-law). An appraisal report of the land value of the property will be required to determine the value of the cash-in-lieu portion of the required dedication. The report must be prepared by a member of the Appraisal Institute of Canada, Ontario Association and submitted to the Commissioner of Development Services.
- 5.2 The Owner shall convey Block 3 to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Town. 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.
- 5.3 The Owner shall provide and/or install the following park components, which are not eligible for credit against development charges, at no cost to the Town, which will service the park block:
 - (a) a 50 mm (2 inch) water service and a 1500 mm chamber and all appropriate appurtenances at the street line as specified in Section 7;
 - (b) electrical fed line at the streetline;
 - (c) a catch basin if required;
 - (d) engineering certified rough grading using non-organic clean fill to 300 mm (12') below final grade in accordance with the current approved grading plan to Town standards. The sub-grade shall be compacted to the density of 95% SPD. Should any issues arise

with regards to the structural capacity of the sub-soil, and additional works are required to ensure that the park can be built to Town standards, the Owner agrees to assume full responsibility for such costs; and

- (e) access to sufficient topsoil to cover the park blocks to a depth of 300mm (12').
- 5.4 The Owner shall seed and maintain (free of stock piles and debris) the park block within the subdivision, to the satisfaction of the Town. The park block shall be maintained until such time as the park has been constructed and assumed by the Town for maintenance.
- 5.5 The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, the Town will do the work as required and draw on the letters of credit for all costs so incurred.

Urban Design/Architectural Control

- 6.1 The Owner shall agree to use the Town of Markham Generic Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated June, 2001, and retain a design consultant to implement the Architectural Control Guidelines.
- 6.2 Plans submitted for model home permits for any building with 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 plan are designed in accordance with the approved Architectural Control Guidelines.
- 6.3 The Owner shall ensure that the design architect for any building within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

7. Stormwater Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study consistent with (Servicing Analysis Report prepared by Marshall, Macklin, Monaghan, September 2004 or any amendment to this study) prepared by a qualified engineer, detailing the provision of stormwater 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 implement the recommendations and requirements of the approved stormwater management report, and to revise the draft plan accordingly, as may be required.

- 7.2 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse(s) which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the Town, or contribute towards the Town wide watercourse monitoring program.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of a Site Alteration Plan 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 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.
- 8.3 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 8.4 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the Town (Commissioner of Development Services).

- 8.5 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.

9 Traffic Impact Study

- 9.1 Prior to final draft plan approval, the Owner shall submit a Traffic Impact Study to review the external improvements required for supporting full development of this plan, to the satisfaction of the Director of Engineering. The requirements and criteria of the Traffic Impact Study shall be incorporated into the draft approved plan and subdivision agreement.

10. Functional Design Plan

- 10.1 Prior to final approval of the draft plan, the Owner shall submit a Functional Design Plan of the Old Kennedy Road/Street 'A' intersection, including interim and long-term designs, to the satisfaction of the Director of Engineering.

11. Easements

- 11.1 The Owner shall grant required easements to the appropriate authority for public utilities, municipal services, overland 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 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.

Canada Post

- 12.4 The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 12.5 The Owners shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 12.6 The Owner shall consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
- 12.7 The Owner will provide the following for each Community Mailbox site and include these requirements on these requirements on the appropriate servicing plans:
- Appropriately sized sidewalk section (concrete pad) as per municipal standards and to Canada Post specifications to place the Community Mailboxes on;
 - Any required walkway across the boulevard, as per municipal standards; and
 - Any required curb depressions for wheelchair access to Canada Post specifications.

- 12.8 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.
- 12.9 The Owner must supply, install and maintain the mail delivery equipment for the apartment units to Canada Post specifications and ensure that all mail delivery equipment is accessible by persons with physical disabilities.
- 12.10 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. Development Charges, Recoveries, Fees

- 13.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 13.2 The Owner shall pay all fees and development charges which will be finalized in the subdivision agreement. These lands are contained within Area 8 (Milliken Mills) of the proposed Development Charges By-law identifying the Area Specific Development Charges (ASDC) as may be applicable. The Owner shall agree in the subdivision agreement to pay all applicable ASDC or in the event that the ASDC By-law has not been passed, the Owner shall agree to pay an equivalent Local Service Contribution in lieu of the ASDC charges. The financial contribution will not be eligible for credits toward the development charges. Should the final ASDC charge be higher than the Local Service Contribution, the Owner shall be responsible for paying the difference between the Local Service Contribution and the final ASDC amount.
- 13.3 The Owner shall covenant and agree in the subdivision agreement to pay all recoveries for their proportionate share of previously constructed servicing for this area, and provide clearance letters

from the appropriate parties, to the satisfaction of the Town (Commissioner of Development Services).

- 13.4 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement, or alternative agreement, to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Milliken Main Street Secondary Plan (PD 2-4) area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor). A certificate confirming completion of such agreement(s) shall be provided to the Town by the Developers Group Trustee, to the satisfaction of the Town Solicitor.
- 13.5 The Owner shall provide the Town with a letter from the Developers Group Trustee confirming servicing allocation.

14. Environmental Site Assessment

- 14.1 Prior to the final approval of the draft plan of the subdivision or any phase thereof, the Owner shall:
- (1) submit to the Director of Engineering Environmental Site Assessment (ESA) reports, all in accordance with EPA and its regulations.
 - (2) 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 use.
 - (3) file a Record of Site Condition with the Provincial Environmental Site Registry for lands to be conveyed to the Town. The Town will not accept the use of Risk Assessment approach to manage contaminated lands for lands to be conveyed to the Town.
 - (4) Pay all costs associated with the Town retaining a third-party reviewer for the peer-review of ESA studies and work.
- 14.2 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure of building within the subdivision, contaminated soils are discovered, the Owner shall submit 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.
- 14.3 The Owner shall covenant and agree to amend the draft plan of subdivision if any of the environmental studies necessitates reconfiguration of the use of the land.

15. Heritage

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. 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.
- 15.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.
- 15.3 The Owner shall covenant and agree in the subdivision agreement to provide commemoration of the Heritage Building(s) previously located at 158 Old Kennedy Road, through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for the demolished house, in a publicly visible location on the property (Old Kennedy frontage). The plaque is to be designed and manufactured according to the specifications of the "Markham Remembered" program, and is to outline the history of the house and its community context. Details and location of the plaque are to be submitted for review and approval by the Town's Heritage Planning Section prior to manufacture and installation. The plaque is to be mounted on a decorative wall faced with brick salvaged from the demolished house at 158 Old Kennedy Road, and this feature is to be shown on the Landscape Plan, along with construction details and specifications; and
 - b) That the Owner provides a Letter of Credit in the amount of \$5000.00 to ensure completion of condition 15 (a) above.
- 15.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 15.1 to 15.3, inclusive, have been satisfied.

16. Other Town Requirements

- 16.1 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.2 The Owner acknowledges and agrees that the adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
- 16.3 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 19 for each phase.
- 16.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
 - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town
- 16.5 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Old Kennedy Road.

17. Region of York

- 17.1 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. Final approval of the

plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.

- 17.2 The Owner shall covenant and 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.
- 17.3 Prior to the final approval of any residential lands the following shall occur:
- York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the Southeast Collector Trunk Sewer project; or,
 - the Town of Markham approves the assignment of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - the Regional Commissioner of Transportation and Works confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
- 17.4 Prior to final approval, the Owner shall provide a copy of the duly executed/approved local subdivision agreement to York Region outlining all requirements of York Region.
- 17.5 Prior to final approval, the Owner shall satisfy the York Region Transportation and Works Department that the services to be installed within or in conjunction with the Plan will provide for a sidewalk along the subject lands' frontage onto Old Kennedy Road. Existing York Region Transit services operate on Old Kennedy Road in the vicinity of the subject land. The sidewalks shall meet the local municipality's standards and be provided by the owner.
- 17.6 Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk location to the satisfaction of York Region.
- 17.7 The Owner shall covenant and agree in the Subdivision Agreement to advise all potential purchasers of the existing transit services in the area of the development. This includes transit routes, bus-stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.

17.8 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-0005-2003-050.

18. GO Transit

18.1 Prior to final approval of the draft plan, the Owner shall engage a consultant to undertake an analysis of noise and vibration in order to recommend abatement measures necessary to achieve the maximum level limits set by the Ministry of the Environment. Upon review and approval of the noise and vibration reports, all recommendations provided should be included in the subdivision agreement.

18.2 The Owner shall covenant and agree in the subdivision agreement, in wording satisfactory to GO Transit, to the following:

- (c) Construct and maintain an earthen berm a minimum of 2.5 metres above grade (relative to the grade at the property line), having side slopes not steeper than 2.5 to 1, adjoining and parallel to the railway right-of-way with returns at the ends.
- (d) Construct and maintain an acoustic barrier along the top of the berm of a minimum combined height of 5.5 metres above top-of-rail. The acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, GO Transit may consider other measures recommended by an approved Noise Consultant.
- (e) Install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- (f) That any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from GO Transit and be substantiated by a drainage report, to the satisfaction of GO Transit.

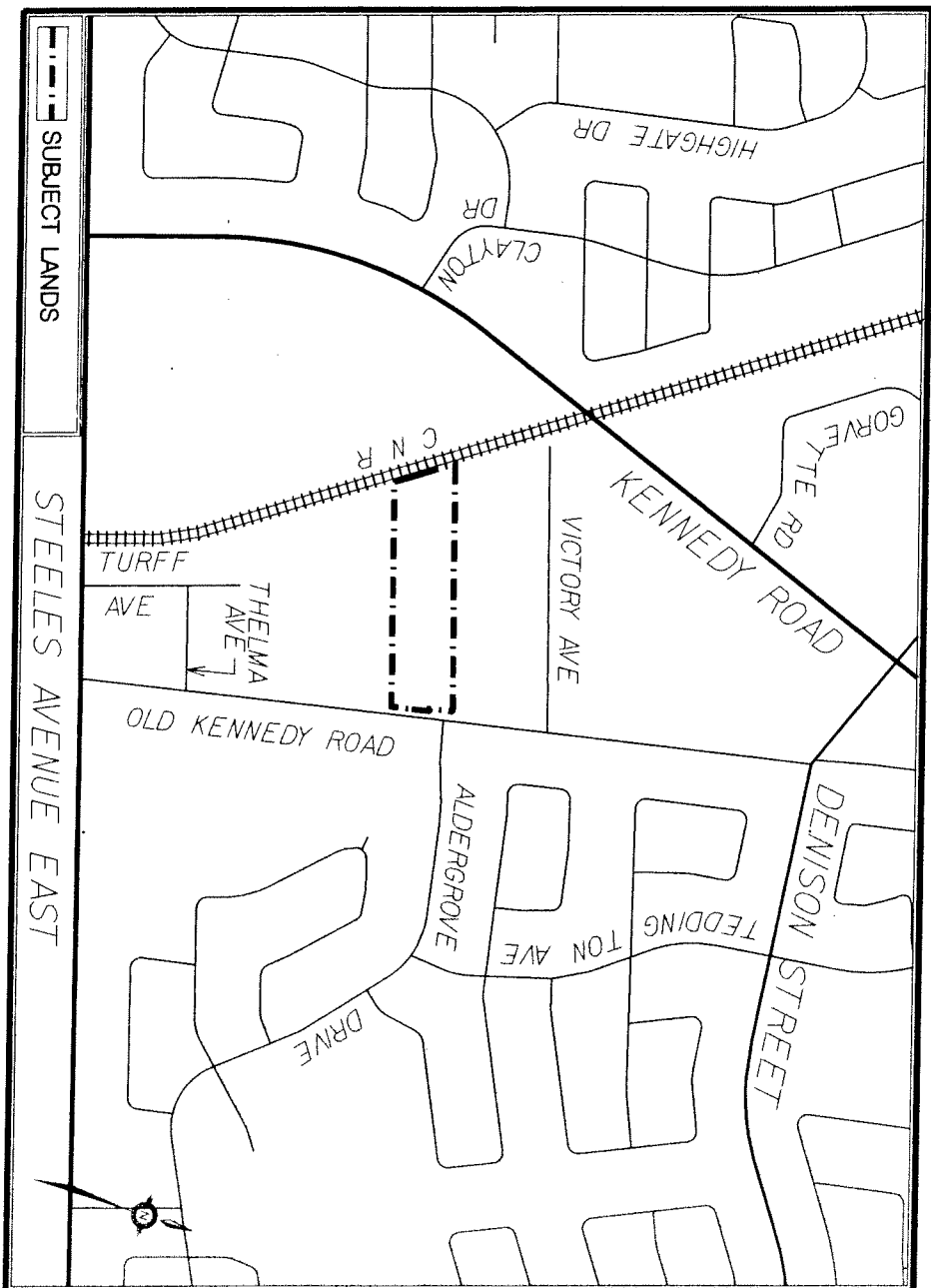
18.3 The following warning clause shall be included in the Subdivision Agreement and inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit. Provisions must be included in the Subdivision Agreement to ensure that the warning clauses survives the release of the Owner's obligations under the Subdivision Agreement and remain on title:

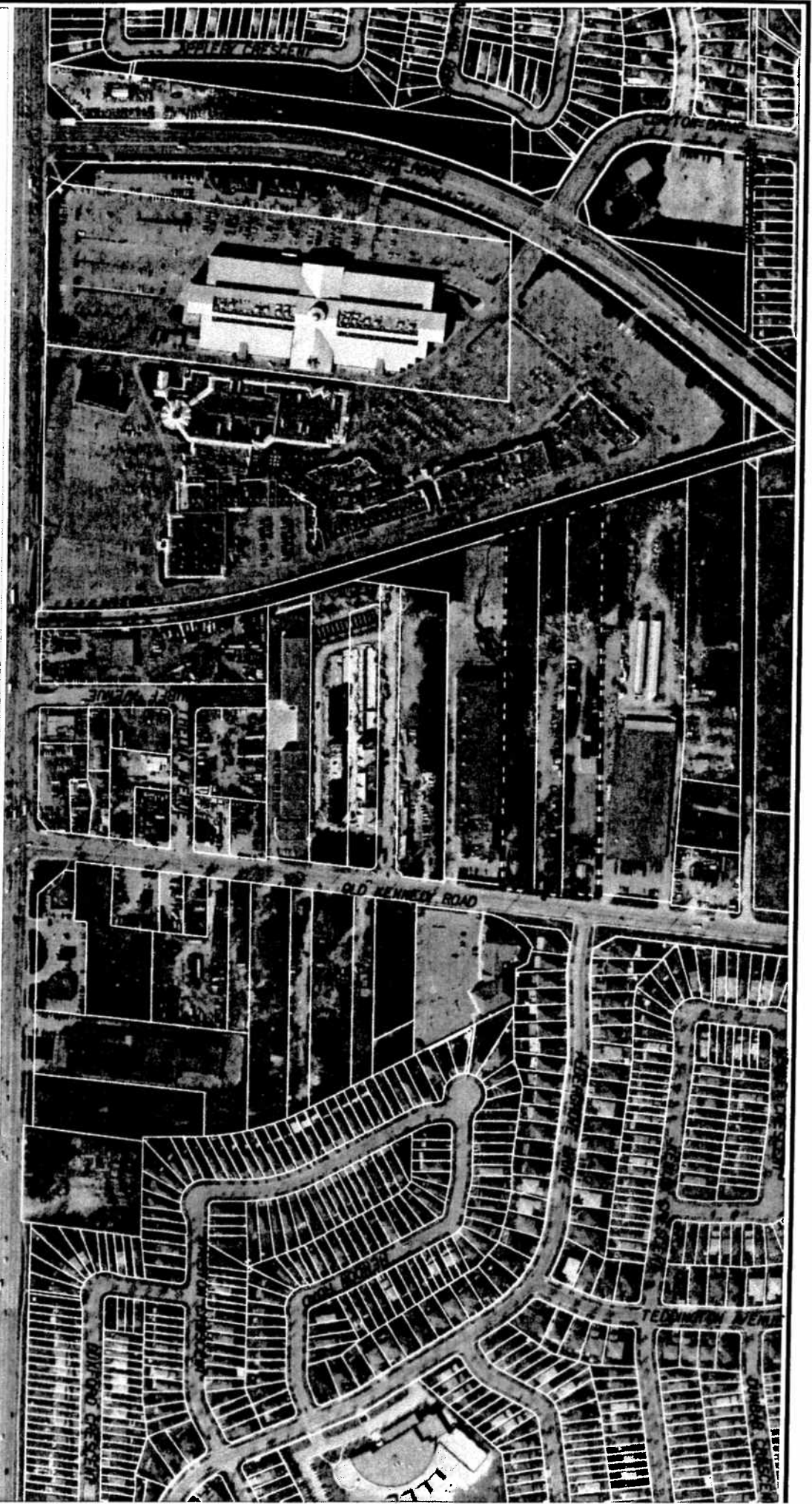
“WARNING: The Greater Toronto Transit Authority, carrying on business as GO Transit, and it assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). GO Transit will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.”

- 18.4 The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures, to the satisfaction of GO Transit.
- 18.5 The Owner shall enter into an Agreement stipulating how GO Transit's concerns will be resolved and will pay GO Transit's reasonable costs in preparing and negotiating the agreement.
- 18.6 The Owner shall grant GO Transit an environmental easement for operational emissions registered on title against the subject lands in favor of GO Transit.

19. External Clearances

- 19.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - (a) Canada Post shall advise that Conditions 12.4 to 12.10 inclusive, have been satisfied.
 - (b) The Ministry of Culture shall advise that Conditions 15.1 and 15.2 have been satisfied.
 - (c) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 17.1 to 17.8 inclusive, have been satisfied.
 - (d) Go Transit shall advise that Conditions 18.1 to 18.6 inclusive have been satisfied.





AIR PHOTO 2007

APPLICANT: COTTONLANE ESTATES INC.
158,168,178 OLD KENNEDY ROAD

FILE No: ZA07133824;CS07133898 (SM)



DEVELOPMENT SERVICES COMMISSION

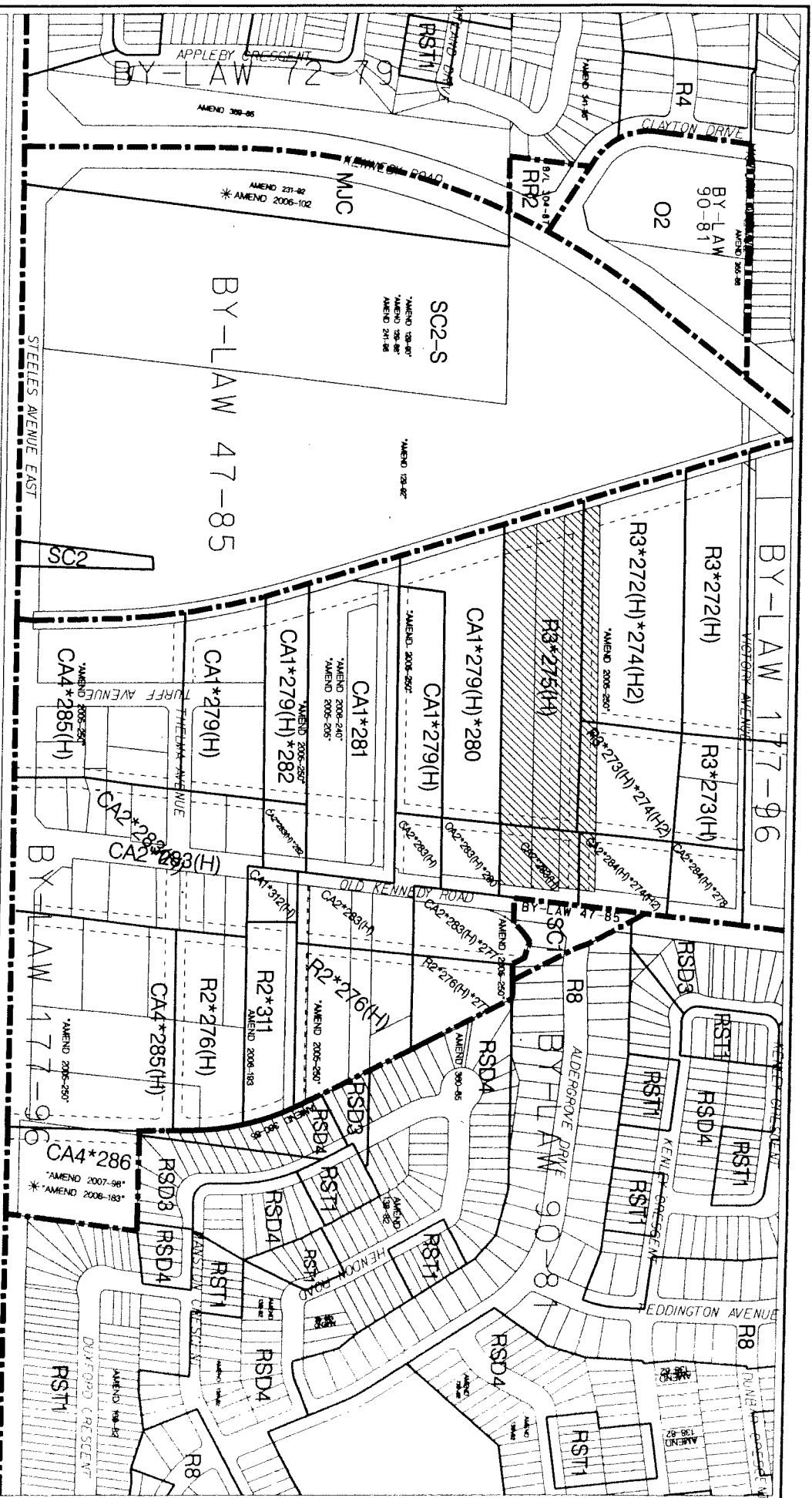


SUBJECT LANDS

DATE: 03/17/09

FIGURE No.2

DRAWN BY: DO CHECKED BY: SM SCALE 1:



AREA CONTEXT/ZONING

APPLICANT: COTTONLANE ESTATES INC.
158,168,178 OLD KENNEDY ROAD

FILE NO: ZA07133824;CS07133898 (SM)



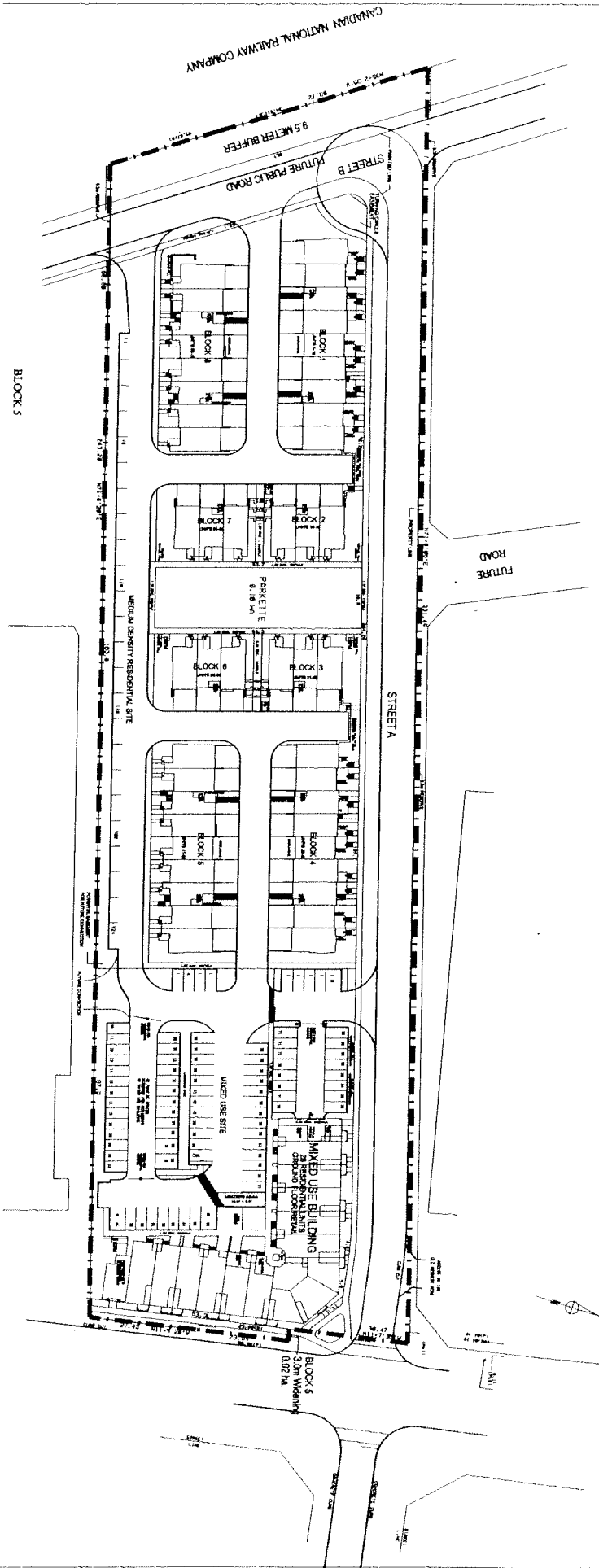
DEVELOPMENT SERVICES COMMISSION

SUBJECT LANDS

DATE: 03/17/09

FIGURE No.3

ZA07133624.dgn 23/03/2009 8:59:38 AM



BLOCK 5

COTTONLANE ESTATES INC.
MILLIKEN
44-124
MAYOR 27-2009
1/009

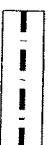
REVISED SITE PLAN

APPLICANT: COTTONLANE ESTATES INC.
158,168,178 OLD KENNEDY ROAD

FILE No: ZA07133824;CS07133898 (SM)



DEVELOPMENT SERVICES COMMISSION



SUBJECT LANDS

DATE: 03/17/09

DRAWN BY: DD
CHECKED BY: SM
SCALE 1:

FIGURE NO. 5

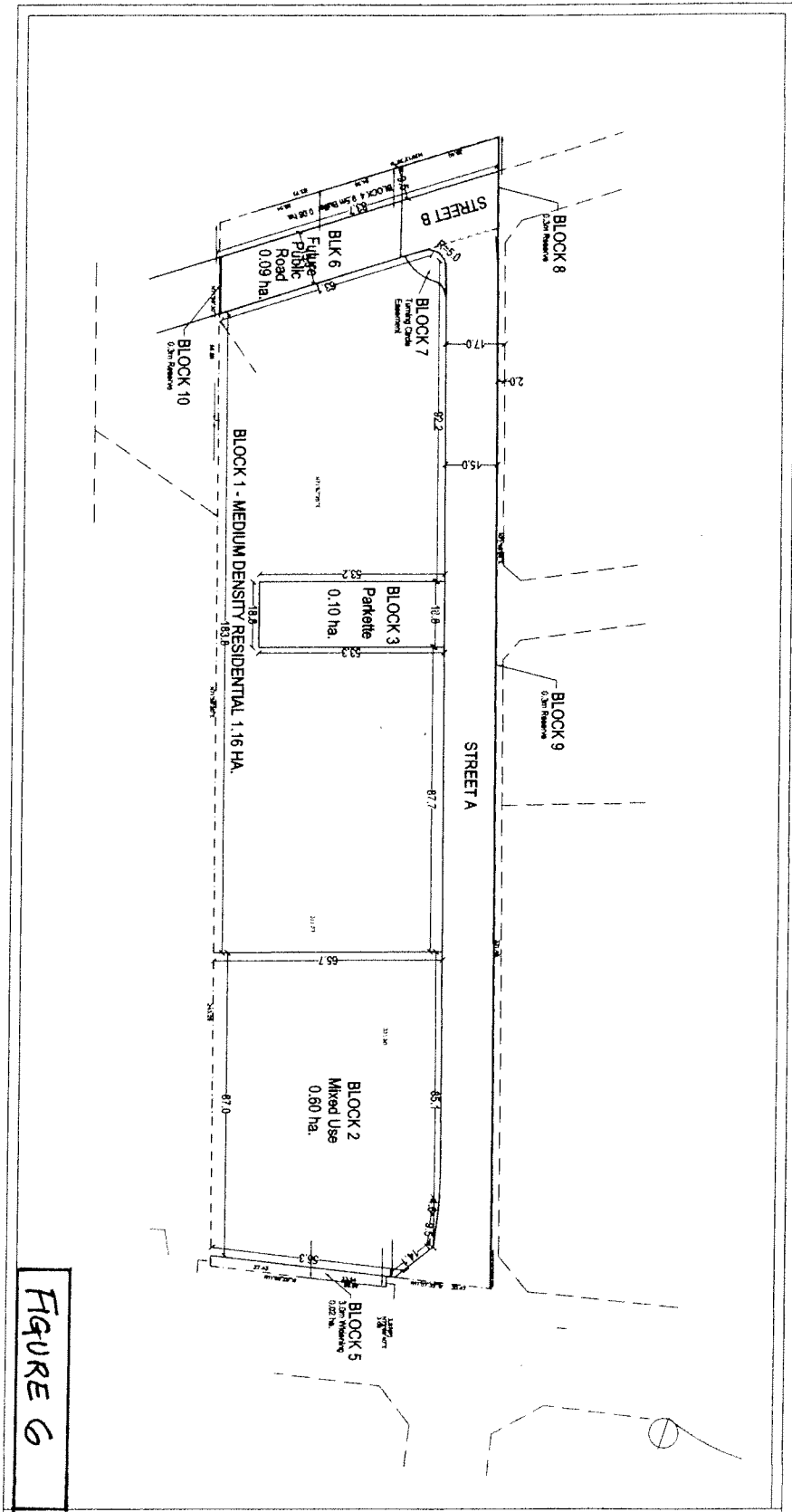


FIGURE 6

DRAFT PLAN OF SUBDIVISION
PART OF LOT 3 CONGRESSION 5
TOWN OF MARKHAM
Regional Municipality of York
(Geographic Township of Markham)

Map File: _____

Section 10, Planning Act, Additional Information

1. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

2. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

3. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

4. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

5. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

6. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

7. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

8. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

9. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

10. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

OWNER'S AUTHORIZATION

I, _____, of the County of _____, do hereby authorize the use of this map for the purpose of _____.

SIGNED: _____

DATE: _____

SUBMITTAL OF LAND USE

1. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

2. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

3. To be used as a map for:
 a. Subdivision of Land
 b. Easement
 c. Other Purpose

4. To be used as a map for:
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5. To be used as a map for:
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 a. Subdivision of Land
 b. Easement
 c. Other Purpose

PROJECT # 3471
OLD KENNEDY ROAD

Plantatics

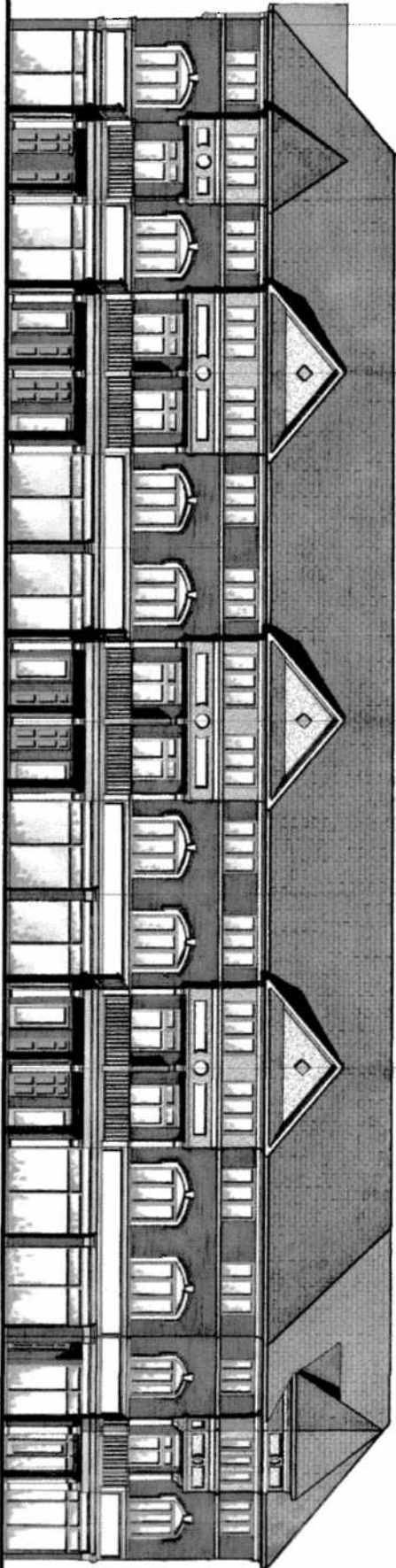
PLANNING AND PROJECT MANAGEMENT CONSULTANTS
 100 DUNDAS STREET EAST, SUITE 200
 TORONTO, ONTARIO M5G 1C4
 Tel: (416) 593-8888
 Fax: (416) 593-8889
 E-mail: info@plantatics.com

Map File: _____

Map File: _____

SCHEDULE OF LAND USE

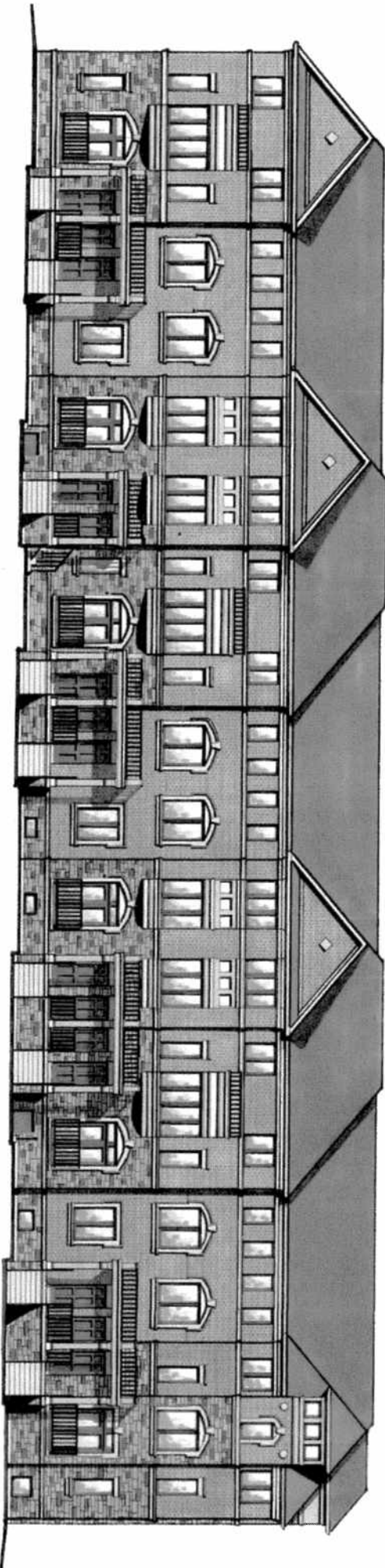
Block No.	Area (ha)	Use
1	1.16	Medium Density Residential
2	0.60	Mixed Use
3	0.10	Pavement
5	0.02	
6	0.09	Public Road
7	0.02	
8	0.02	
9	0.02	



FOR VENTURE
CAPITAL
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INVESTMENTS
2000 W. 10th
S. STE. 100
TULSA, OK 74106
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FAX: 918.591.1001

MIXED USE BUILDING
ELEVATION OLD KENNEDY RD

COTTON LANE ESTATES INC.
MILLIKEN
JANUARY 2008
N.T.S.



Managan
 Beresford
 & Porterson
 architects
 1000 1st Ave.
 Suite 100
 St. Paul, MN 55102
 612.222.1111
 www.maganberesford.com

BLOCK 1 ELEVATION
 STACKED TOWNHOUSES

COTTON LANE ESTATES INC.
 MILLIKEN
 1000 1st Ave.
 Suite 100
 St. Paul, MN 55102
 612.222.1111
 www.cottonlaneestates.com