#### FIGURE 1

APPLICANT: Ter-Sky Developments Inc.

Telephone 1-905-264-0100

51 Roysun Road, Unit 8

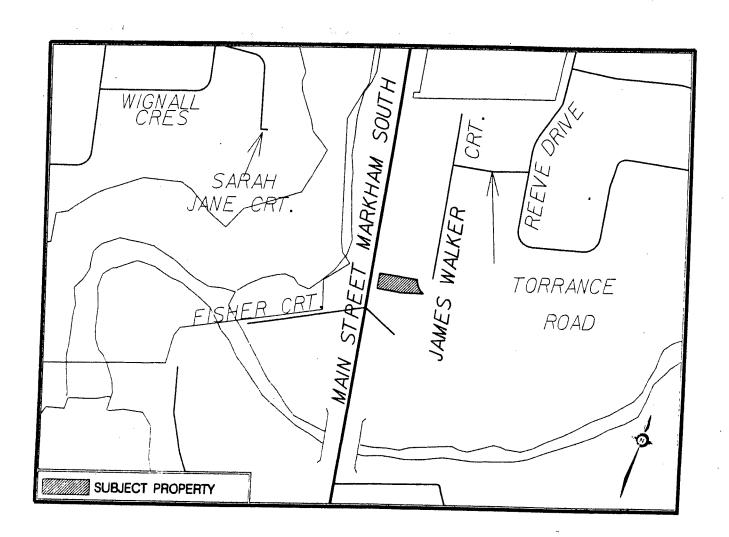
Fax 1-905-264-0009

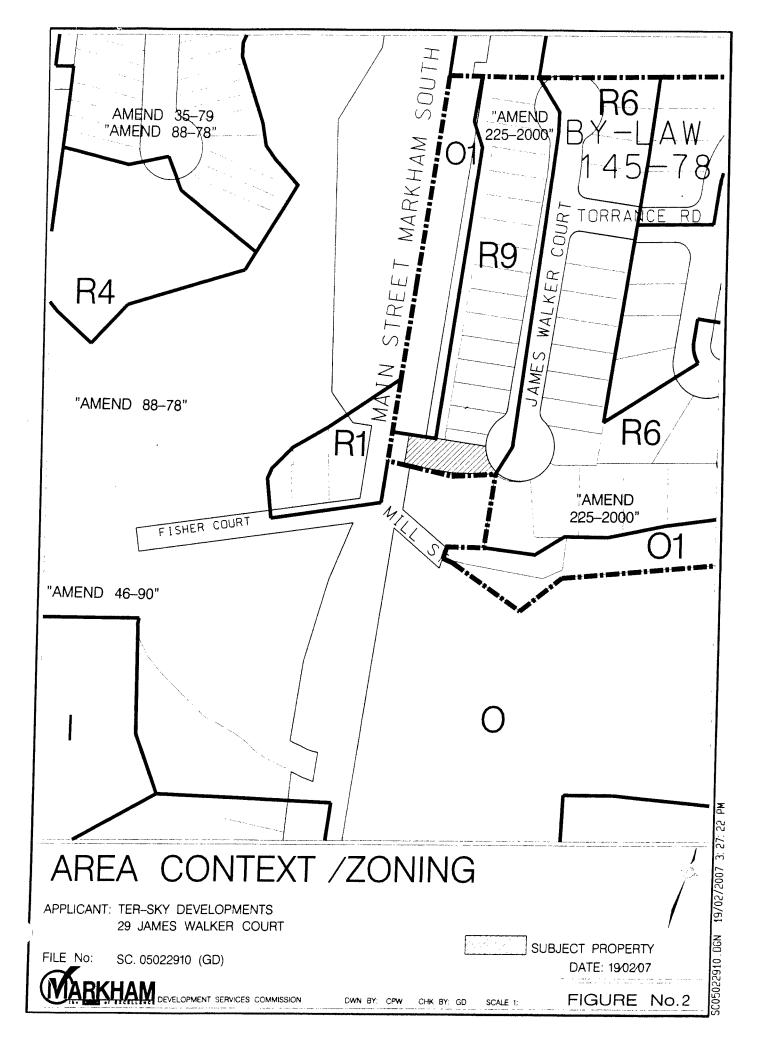
Woodbridge ON

L4L 8P9

Application Contacts: Dave DiMeo or Danny DiMeo

### **LOCATION MAP**





#### FIGURE 4: ENDORSED SITE PLAN (March, 2007)

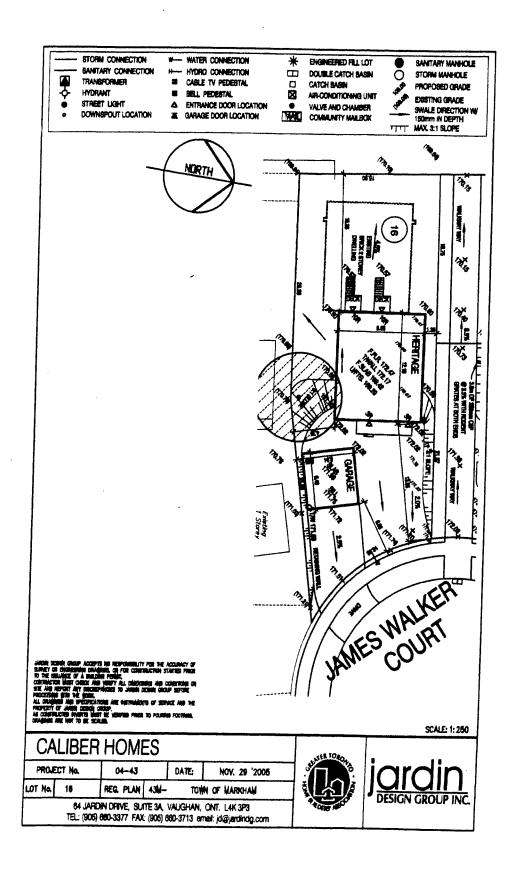
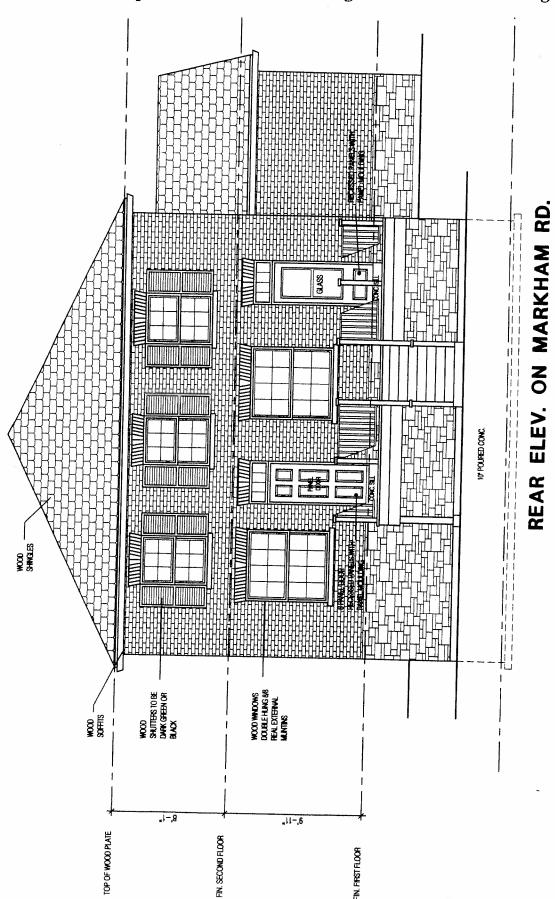
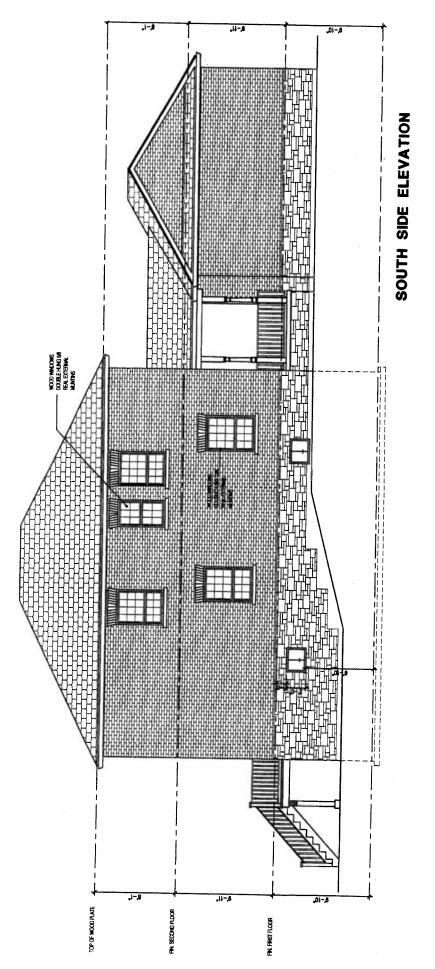
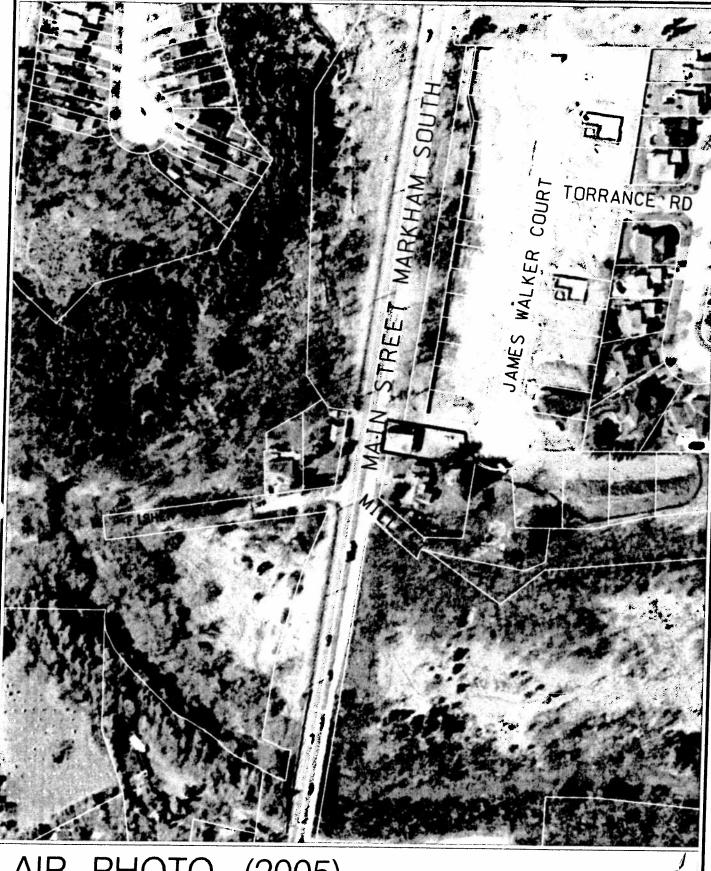


Figure 5:
Proposed Main Street Building Elevations with Existing Grades



# **Proposed South Side Elevation with Existing Grades**





AIR PHOTO (2005)

APPLICANT: TER-SKY DEVELOPMENTS
29 JAMES WALKER COURT

FILE No: SC. 05022910 (GD)

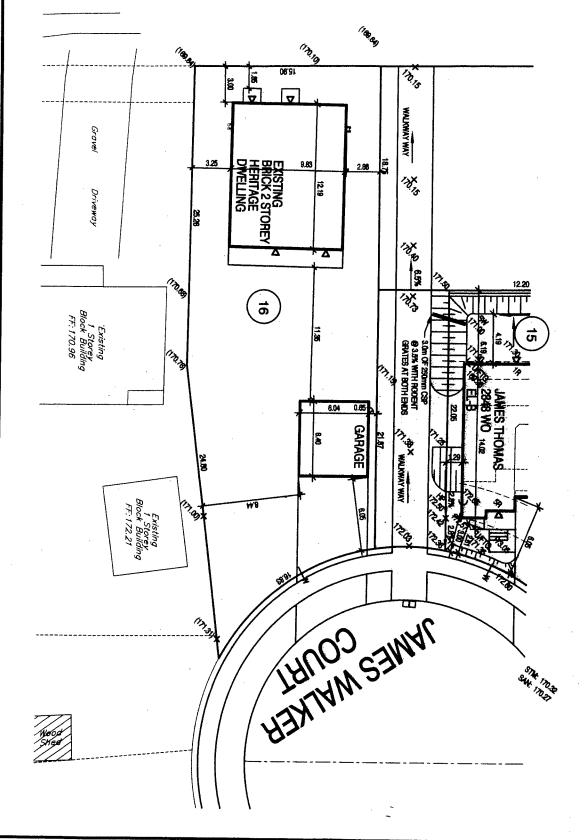
SCALE 1:

SUBJECT PROPERTY

DATE: 19/02/07

FIGURE No.3

### FIGURE 6 REVISED SITE PLAN

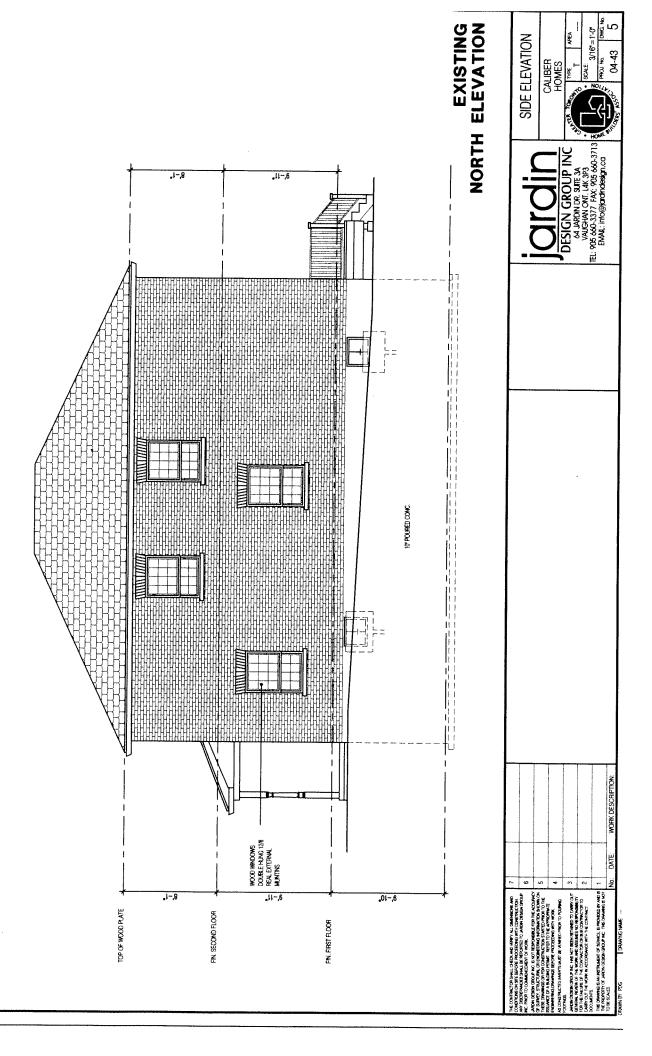


# **CALIBER HOMES**

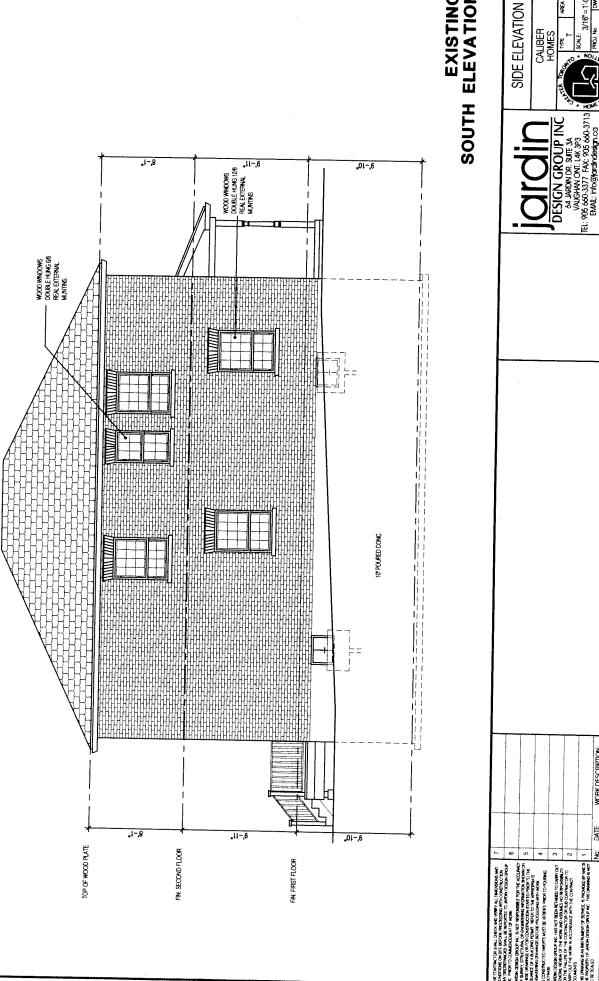
PROJECT No. 04-43 DATE: MAR. 20 2007 SCALE:1:250

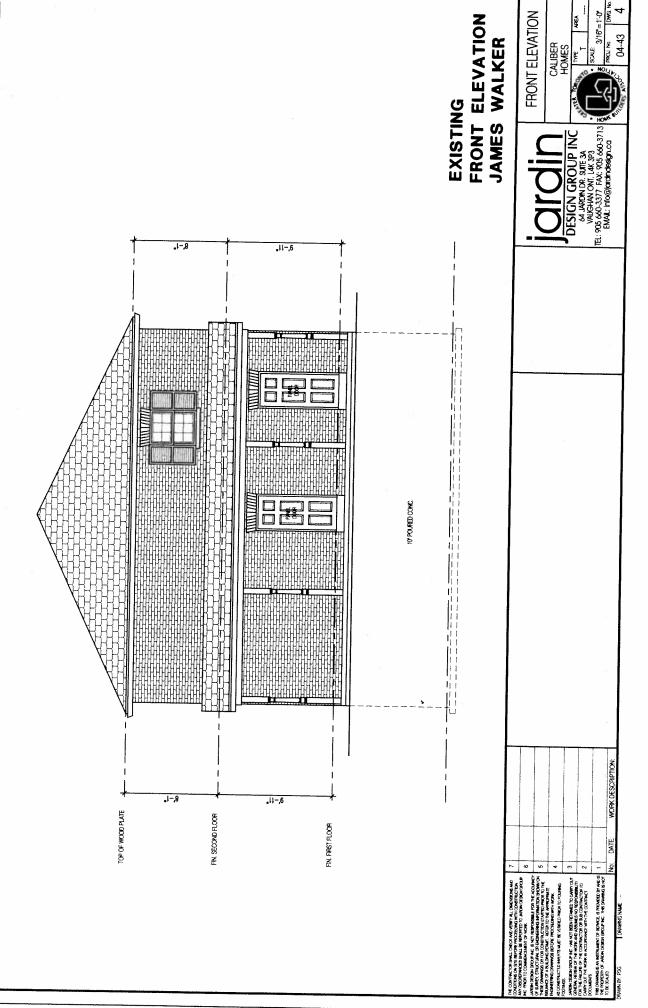
LOT No. 16 MUNICIPAL ADDRESS

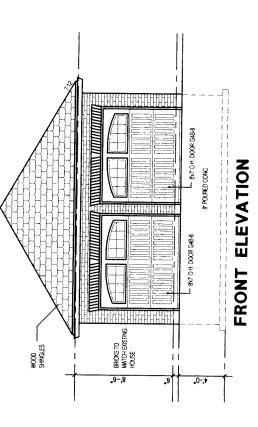




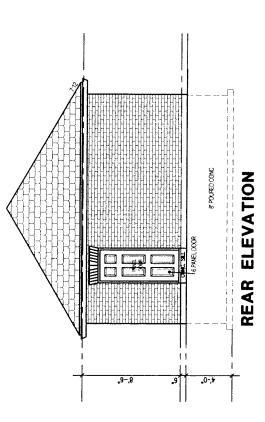
# EXISTING SOUTH ELEVATION



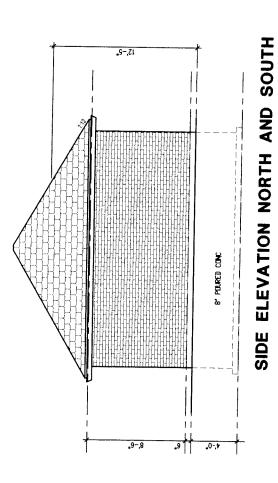




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## **EXCERPT FROM SUBDIVISION AGREEMENT**

Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

# **COMMUNITY SERVICES - GENERAL CONDITIONS**

#### 5.46 Waste Management:

- (1) Upon application for occupancy permits, the Owner covenants and agrees to purchase from the Town two recycling containers per residence so that each purchaser may participate in a waste diversion program. Furthermore, the Owner shall ensure that the containers, units and educational materials are deposited in each home on or before the day of closing.
- (2) The Owner agrees to contact the Town at least four week in advance to arrange an appointment time in which blue boxes are to be collected by the Owner.
- (3) The Owner agrees to pay to the Town the cost for the recycling containers, as outlined in Schedule "E" to this Agreement and to provide said recycling containers to the purchasers at the same cost as paid to the Town.
- (4) The Town covenants and agrees to provide at no cost to the Owner all educational materials necessary to enable the purchaser to participate in a recycling program.
- (5) The Owner covenants and agrees that upon unit occupancy, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the Town's engineering design standards. The Owner agrees that at times when the above defined access can not be provided, the Owner shall be responsible for moving all residential waste and recyclables from the occupied units to an agreed upon centralized location of the Owner's expense, for collection by the Town.

## PART 6 PLANNING - SPECIAL CONDITIONS

#### 6.1 Planning Processing Fee:

The Owner covenants and agrees to pay planning processing fees in the amount set out in Schedule "E" attached, calculated as follows:

This Plan of Subdivision is comprised of 32 single detached units.

32 units @ \$220.00/unit	<b>## 040.00</b>
	\$7,040.00
Less Fees Paid to Date:	<b>\$</b> 704.00
Total Payable Upon Execution of Agreement	\$6,336,00

# 6.2 Heritage:

- (1) The Owner covenants and agrees to retain the heritage building, known municipally as 49 Main Street South on Block 16.
- (2) The Owner covenants and agrees to protect the heritage building on Block 16 through the following means:
  - (a) to enter into a heritage easement agreement for the building with the Town prior to the release of the Plan of Subdivision or any component of the plan for registration;
  - (b) to provide a \$25,000.00 Letter of Credit to ensure the preservation of the heritage building. The Letter of Credit shall be retained for use by the Town and shall not be released until the construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of

- the Town (Commissioner of Development Services), the building has been connected to municipal services and the building meets the basic standards of occupancy as confirmed by the Building Standards Department;
- to maintain the heritage building in good and sound condition at all times prior to and during the development of the property;
- (d) to secure and protect the heritage building from damage through procedures carried out according to the <u>Town of Markham Guidelines for the Boarding</u> of Heritage Structures;
- (e) to erect a "No-trespassing" sign in a visible location on the property indicating that the heritage building is to be preserved onsite and should not be vandalized and/or scavenged, and install a fence around the perimeter of the building (snow fence is permissible) to protect the building until the completion of construction in the vicinity or the commencement of long-term occupancy of the building as confirmed by Town (Heritage Section) staff within 30 days of the Plan of Subdivision being released by the Town. Should the Owner fail to erect the sign and install the fence within the period specified, the Owner authorizes the Town to enter upon the property and complete said works and draw upon the Letter of Credit being held by the Town for this Plan of Subdivision, for the cost of this work.
- (3) The Owner covenants and agrees to restore and render habitable the heritage building on Block 16 prior to the issuing of the second last building permit for the subject Plan of Subdivision, through the following means:
  - (a) to enter into a site plan agreement with the Town for the heritage building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration and any additions and alterations to be carried out on the building. Details of the proposed garage or any other outbuilding, including elevations are also to be provided;
  - (b) to provide and implement a traditional restoration plan for the heritage building that shall be reviewed and approved by the Town (Heritage Section). The restoration plan is be included in the site plan agreement for the property;
  - (c) to complete the exterior restoration of the heritage building, connect all municipal services to the allocated lot (water, gas, hydro, cable, telephone, etc.) and ensure basic standards of occupancy as confirmed by the Building Standards Department; and
  - (d) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage building.
- (4) The Owner covenants and agrees to include the following notice in each Offer of Purchase and Sale and/or Lease for Block 16:
  - "PURCHASERS/TENANTS ARE ADVISED THAT THE EXISTING BUILDING ON THIS PROPERTY IS DESIGNATED PURSUANT TO THE ONTARIO HERITAGE ACT AND IS SUBJECT TO A HERITAGE EASEMENT AGREEMENT WITH THE TOWN OF MARKHAM. ANY PROPOSED ADDITIONS OR ALTERATIONS TO THE EXTERIOR OF THE EXISTING BUILDING SHALL BE SUBJECT TO REVIEW AND APPROVAL OF PLANS BY THE TOWN."
- (5) The Owner covenants and agrees to provide and install at its cost, an interpretative baked enamel plaque for the heritage building on Block 16, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the building on Block 16. Details of the design and location of the plaque are to be submitted for review and approval of the Town (Heritage Section).

#### APPENDIX 'B'

### RECOMMENDED CONDITIONS OF SITE PLAN APPROVAL FOR OPTION 1

- 1. That the Owner enter into a site plan agreement with the Town, containing all standard and special provisions and requirements of Town departments, including the following:
  - a) an exterior restoration plan for the exterior of the heritage house, including the installation of wood windows and doors consistent with the approved elevations;
  - b) a provision that any fencing along the west lot line facing Main Street South will be of a historically-appropriate style and no more than four feet in total height;
- 2. And that prior to execution of the site plan agreement, the Owner shall submit final drawings, and comply with all requirements of the Town and authorized public agencies, to the satisfaction of the Commissioner of Development Services;
- 3. And that the site plan agreement include provision for the payment by the Owner of all applicable fees, recoveries, and development charges;
- 4. And that the site plan agreement include provision for a warning clause to be included in any future purchase and sale agreement, regarding the Main Street Markham Class Environmental Assessment and the potential need for the heritage house to be moved back from its existing location on Main Street;
- 5. And that the Owner agree to close off the existing driveway access to Main Street South;
- 6. And that the Owner enter into a Heritage Conservation Easement with the Town;
- 7. And further that site plan approval shall lapse after a period of three years commencing March 18, 2008 in the event that the Owner does not enter into a site plan agreement with the Town during that period.

Q:\Development\Heritage\PROPERTY\JAMESWKR\29heritagehouse\APPENDIX.doc