




## AIR PHOTO 2005

APPLICANT: WORLD TECH CONSTRUCTION INC.  
(MOHAMMED KHAN IN TRUST)  
93 HELEN AVENUE  
FILE No: ZA05019772;SU05027340(AH)

 SUBJECT LANDS

DATE: 10/25/06



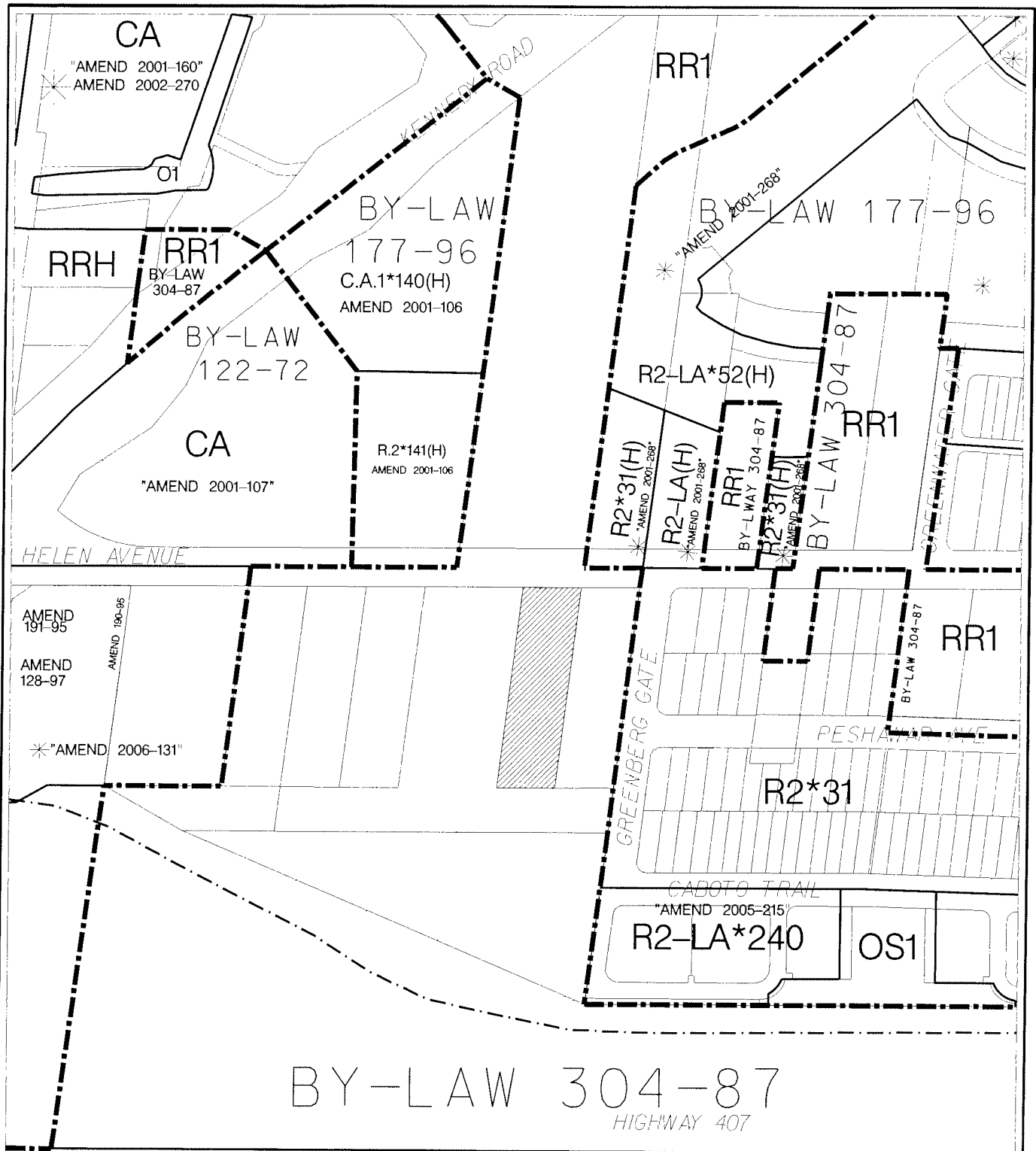
DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: AH

SCALE 1:

FIGURE No.2



## AREA CONTEXT/ZONING

APPLICANT: WORLD TECH CONSTRUCTION INC.  
(MOHAMMED KHAN IN TRUST)

93 HELEN AVENUE

FILE No: ZA05019772;SU05027340(AH)



DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: AH

SCALE 1:



SUBJECT LANDS

DATE: 102506

FIGURE No.3

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APPLICANT: MOHAMMED KHAN IN TRUST  
93 HELEN AVENUE

FILE No: ZA05019772(AH)



DEVELOPMENT SERVICES COMMISSION

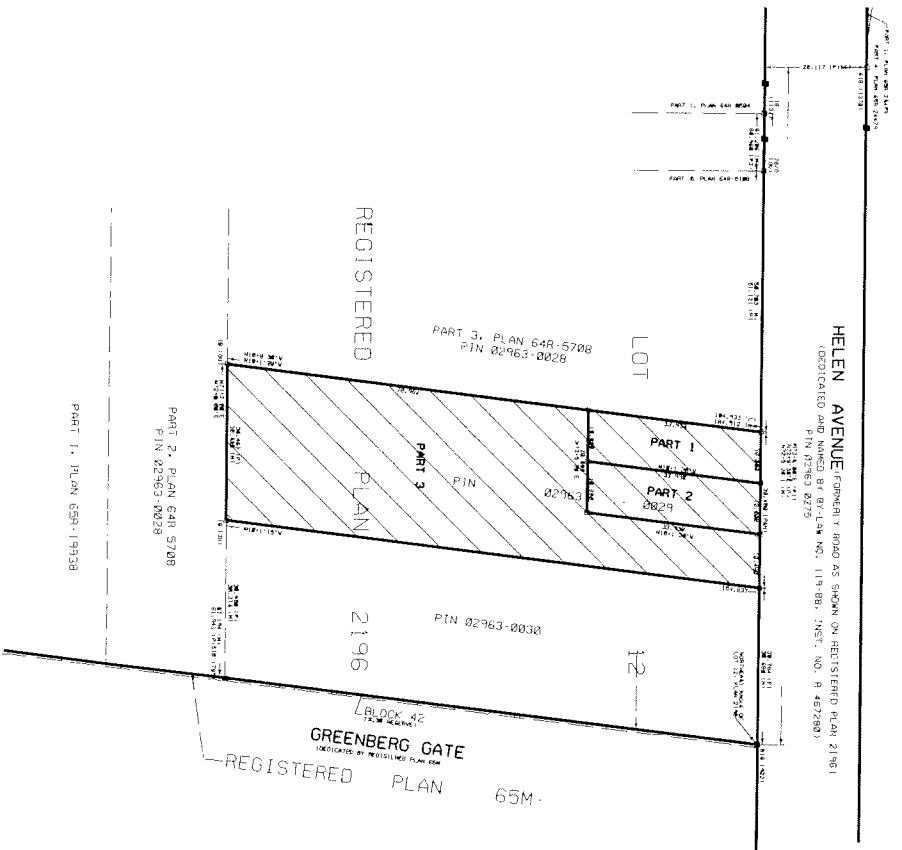
DRAWN BY: DD CHECKED BY: AH SCALE 1: 15M

FIGURE No.4

DATE: 05/09/23



SUBJECT LANDS



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## **Appendix 'A'**

### **THE CONDITIONS OF THE COUNCIL OF THE TOWN OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-05020 (WORLD TECH CONSTRUCTION INC. – MOHAMMED KHAN IN TRUST) ARE AS FOLLOWS:**

#### **1. General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Masongsong Associates Engineering Limited, identified as Project Number 02082, dated December, 2005, incorporating the following redline revisions:
  - Any revisions necessary as a result of any studies required by the conditions of draft approval and;
  - Revisions to incorporate the requirements of the zoning-by law as approved.
- 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 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 that road allowances within this draft plan of subdivision shall be named to the satisfaction of the Town and Region of York prior to final approval of the plan of subdivision.
- 1.5 The Owner acknowledges and agrees that allocation for 6 units is granted in accordance with the Town's February 15, 2005, November 22, 2005 and June 20, 2006 Council reports relating to servicing allocation.
- 1.6 The Owner shall covenant and agree to pay \$100.00 per unit for the HWY 48 flow control levies 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.

#### **Homebuyers Guide**

- 1.8 The owner covenants and agrees to provide, at their own expense, printed copies of the Town of Markham Home Buyers Guide, available from the Town's website, [www.markham.ca](http://www.markham.ca) at all sales centres for distribution to potential home owners.

#### **Zoning**

- 1.9 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.

## Developers Group Agreement

- 1.10 Prior to final approval of the draft plan of subdivision, the Owner shall enter into a Developers Group Agreement to ensure that the Owner pays their pro rata share of construction and land costs for the provision of the community and common facilities such as school sites, municipal services, parks and public roads in the South Unionville Secondary Plan area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor).
- 1.11 Prior to final approval of the draft plan or any phase thereof, the Owners shall submit a certificate from the Trustee for the South Unionville Planning District Landowner's Agreement indicating that satisfactory arrangements have been made to satisfy any obligations related to the plan, financial or otherwise, as set out in the South Unionville Planning District Landowner's Agreement.

## Phasing Plan

- 1.12 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 to the satisfaction of the Town (Commissioner of Development Services); and
  - b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 17.

## 2. Roads

- 2.1 The Owner shall arrange for and dedicate all road allowances within the draft plan of subdivision and those necessary road allowances external to this draft plan free of all costs and encumbrances.
- 2.2 The Owner shall covenant and agree in the subdivision agreement that the public highways including lanes shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).
- 2.3 The Owner shall convey to the Town, upon registration of the plan of subdivision, 0.3 m reserves along Peshawar Avenue and Helen Avenue and other right-of-ways as required by the Town or other agencies, free of costs and encumbrances.
- 2.4 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.

- 2.5 Prior to the Director of Planning stamping and signing the draft approved plan, sidewalks and pedestrian walkway connections that provide pedestrians with safe and efficient access to future transit services and bus stop and standing area locations, all in accordance with Town engineering standards, shall be shown on a Sidewalk and Transit Route Plan to be approved by the Town and the Region of York.
- 2.6 The Owner shall acknowledge and agree in the subdivision agreement to construct Peshawar Avenue (culminating at a temporary circle) and deposit the required Letter of Credit with the Town for the construction of the extension of Peshawar Avenue to Caboto Trail. The Owner shall further acknowledge and agree to construct the extension of Peshawar Avenue within their plan of subdivision, and when and as requested by the Town.

#### 4. Urban Design

- 4.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the approved South Unionville Planning District Implementation Studies, prepared by Corban and Goode et. al. into all municipal works, site plan and building permit applications within the plan of subdivision and shall make any necessary revisions to the plan of subdivision to reflect the approved studies, to the satisfaction of the Town.
- 4.2 The Owner shall covenant and agree in the subdivision agreement to implement the approved architectural control guidelines for South Unionville dated June 1997, prepared by Adamson and Associates and approved June 17, 1997, as amended.
- 4.3 Plans submitted for 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.
- 4.4 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.

#### 5. Tree Preservation and Landscaping

- 5.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans based on the approved South Unionville Design Book Planning District Implementation Studies, prepared by Corban and Goode et. al. to the satisfaction of the Town. 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, 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) streetscape plan including street trees for Peshawar Avenue, Helen Avenue and Greenberg Gate;

- c) flankage privacy fencing for end units on blocks abutting roadways, wholly on residential lots;
  - d) any other landscaping and/or fencing as determined by the South Unionville Design Book Planning District Implementation Studies, prepared by Corban and Goode et.al. and the Environmental Master Drainage Plan.
- 5.2 The Owner shall covenant and agree 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.
- 5.3 The Owner shall submit and obtain approval of 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, including base elevations, locations of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 5.4 The Owner shall covenant and agree in the subdivision agreement to prepare and submit site grading/tree preservation plans, with respect to the trees to be preserved on any portion of the plan of subdivision, showing the location of buildings and structures to be erected and proposed municipal services and utilities in that area, in accordance with the approved Tree Preservation Plan for the approval of the Town (Commissioner of Development Services) prior to the issuance of building permits.
- 5.5 The Owner shall covenant and agree in the subdivision agreement to obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 5.6 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.
- 5.7 The Owner agrees to adjust proposed driveway locations where possible to allow trees of value on the site to be preserved.
- 5.8 The Owner agrees that where trees are proposed to be removed, compensation for an equivalent canopy to be replaced on site is to be provided.

## 6. Parks and Open Space

- 6.1 The Owner shall convey Block 7 to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. Block 7 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.



- 6.2 As security for the Owner's pro rata share of overall parkland in South Unionville, the Owner authorizes the Town to draw on any letter of credit filed, to the value of any parkland deficiency as determined by the Town, which amount may be drawn at any point in time to be determined at the sole discretion of the Town and when so drawn shall be deemed to be cash-in-lieu of parkland.
- 6.3 The Owner shall covenant and agree to rough grade, seed and maintain (free of stock piles and debris) all park blocks and vacant lands within the subdivision, to the satisfaction of the Town. Block 7 shall be maintained until such time as the park has been constructed and assumed by the Town for maintenance.
- 6.4 Any park blocks or vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred and the Town assumes the subdivision. Any residential blocks occupied by tenants will be maintained to the satisfaction of the Town.
- 6.5 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.
- 6.6 Prior to final approval of the draft plan of subdivision, the Owner shall prepare and submit a Conceptual Facility Fit Plan for Block 7 and the surrounding lands contemplated for parkland in the Secondary Plan, which may include an interim park treatment for block 7, to the satisfaction of the Town.
- 6.7 The Owner shall covenant and agree in the subdivision agreement to fulfill the necessary requirements to facilitate development of the park Block 7, in accordance with Town policy.
- 6.8 The Owner shall covenant and agree in the subdivision agreement to post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans for the park in all sales offices for dwelling units within the draft plan of subdivision.
- 6.9 The Owner covenants and agrees that a Letter of Credit in an amount to be determined by the Commissioner of Development Services will be required in the subdivision agreement to ensure compliance with all applicable park development and maintenance requirements.

## 7. Stormwater Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the Town and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that prior to issuance of building permits, the Owner will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.

- 7.2 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures within the western drainage area, which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the Town.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Erosion and Sediment Control Plans in accordance with the Town's Standards prior to proceeding with any on-site works and more particularly, topsoil stripping.
- 7.4 The Owner shall enter into a credit agreement with the Town, to the Town's satisfaction, for the improvements/construction of any external storm sewers and stormwater management facilities identified in the Master Servicing Plan and Environmental Master Drainage Plan for the South Unionville Planning District in accordance with the approved Development Phasing Plan for the South Unionville Secondary Plan area, and in accordance with the preferred location of the Environmental Assessment for the stormwater management pond as identified through the Environmental Assessment, to the satisfaction of the Director of Engineering.
- 7.5 The Owner will be required to submit, to the Engineering Department, the preliminary overland flow routes for comments. Overland flow will not be allowed between lots; additional walkways may be required.

## 8. Municipal Services

- 8.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 8.2 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Services has been advised by the Director of Engineering that water, sewage treatment, utilities and roads satisfactory to the Director of Engineering are available to the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 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.

- 8.6 The Owner shall satisfy the Town with respect to any and all financial obligations for external municipal works prior to final approval of the draft plan of subdivision.
- 8.7 The Owner acknowledges that the approved Development Phasing Plan for the South Unionville Secondary Plan required certain storm and sanitary sewer outfalls, water distribution system connections, stormwater management facilities, and roadway connections which are external to this plan, which must be constructed in conjunction with the development of this plan of subdivision. If such infrastructure is not already in place, the Owner shall agree in the subdivision agreement to arrange for all necessary external infrastructure and easements, as required, to service the plan of subdivision.
- 8.8 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 and other authorized agencies prior to registration of any portion of the draft approved plan.
- 8.9 The Owner shall pay for and construct all internal municipal sanitary sewers in accordance with the Master Servicing Plan for the South Unionville Secondary Plan Area, to the satisfaction of the Town.

#### Easements

- 9.1 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.

#### 10. Utilities

- 10.1 Prior to release for registration of any phase of the draft plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan), if required by the Town, to the satisfaction of the Town and all affected authorities.
- 10.2 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 Town (Commissioner of Development Services) and authorized agencies.
- 10.3 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Markham Hydro, Consumers Gas, telecommunications companies, etc.

- 10.4 The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, any easements that may be required for telecommunication services. Easements may be required subject to final servicing decision.
- 10.5 The Owner shall be requested to enter into agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed, the Owner shall advise the municipality of the arrangement made for such servicing.
- 10.6 The Owners shall covenant and agree in the subdivision agreement to consult with Canada Post regarding mail delivery and to satisfy all of their conditions.
- 10.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
- 10.8 The Owner acknowledges and is advised that prior to commencing any work within the draft plan, the Owner 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 Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner 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).
- 10.9 The Owner covenants and agrees to co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all electrical authorities.
- 10.10 The Owner covenants and agrees that streets are to be constructed in accordance with the municipal standards and that all streets shall be graded to final elevation prior to the installation of the gas lines and to provide the necessary field information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution.
- 10.11 The Owner covenants and agrees that all of the natural gas distribution system will be installed within the proposed road allowances and therefore easements will not be required.

11. Recoveries, Fees and Development Charges

- 11.1 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.

- 11.2 The Owner shall pay all fees and development charges which will be finalized at the subdivision agreement stage.
- 11.3 The Owner covenants and agrees to pay all recoveries or provide a clearance letter (s) from the Developer (s) up-fronting the cost for their proportionate share of previously constructed servicing/infrastructure for this area to the satisfaction of the Town (Commissioner of Development Services).
- 11.4 The Owner shall covenant and 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 towards 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.
- 11.5 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developer's 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 South Unionville Secondary Plan are, 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 Developer's Group Trustee to the satisfaction of the Town Solicitor.

## 12. Environmental Clearance

- 12.1 Prior to final approval of the draft plan, the owner shall submit an environmental clearance prepared by a professional engineering consultant or equivalent, in accordance with MOEE guidelines or other guidelines as appropriate, for all lands to be conveyed to the Town, to the satisfaction of the Town. This shall include the certification that all existing wells and septic systems have been decommissioned in accordance with MOE requirements.

## 13. Heritage

- 13.1 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 Citizenship, Culture and Recreation. 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 Citizenship, Culture and Recreation to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 13.2 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 Citizenship, Culture and Recreation.
- 13.3 The Owner shall immediately notify the Ministry of Citizenship, Culture and Recreation should archaeological remains be found on the property during construction activities. The Owner shall also immediately notify the Ministry of Citizenship, Culture and Recreation and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations if human remains are encountered during construction. The Owner shall also agree to the inclusion of the above requirements in the subdivision agreement.

14. Fire Department

- 14.1 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.
- 14.2 Access for fire-fighting equipment shall be acceptable to the Fire Chief or his designee.
- 14.3 The adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designee.
- 14.4 The Owner shall be made aware of the following:
- That fire hydrants shall be 1.5 meters away from all obstructions including fences.
  - That fire hydrants are to be installed at the ends of rear laneways designated as Fire Access Routes.
  - That a meeting will be required with the Fire Department to finalize the location of the private hydrant and fire access route signage location.

15. Other Town Requirements

- 15.1 The Owner shall agree in the subdivision agreement that upon application for occupancy permits, to purchase and collect from the Town a sufficient number of recycling containers and associated educational material to provide to each purchaser in order that they may participate in a recycling program. The Owner shall ensure that the containers and educational materials are deposited in each home on or before the day of closing and the Owner agrees to pay to the Town the cost of the containers to be specified in the subdivision agreement. The Owner agrees to collect from the Town all required recycling containers at one time, and that all containers shall be provided to the purchasers at the same cost as paid to the Town. 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.
- 15.2 The Owner shall agree in the subdivision agreement that upon occupancy, unobstructed roadway access to a width no less than 7.5 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 cannot be provided, the Owner shall be responsible for moving all residential waste and recyclables from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the Town.

- 15.3 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Greenberg Gate for lots 4, 5 and 6.
- 15.4 In the event that the Plan of Subdivision is registered prior to the Release for Construction Services, the Owner agrees prior to the Registration of the Plan of Subdivision to post all required financial securities for delivering municipal services.
- 15.5 In the event that the Plan of Subdivision is registered prior to the Release for Construction Services, the Owner agrees and acknowledges that any changes to the engineering drawings are to be approved by the Engineering Department who may, at their sole discretion acting reasonably, require the consent of any subsequent Owner of lands affected by the changes to the engineering drawings.
- 15.6 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. Region of York

- 16.1 Prior to final approval of the draft plan of subdivision the Region shall confirm that adequate water supply capacity and sewage treatment 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.
- 16.2 Prior to final approval the Owner shall provide a signed copy of the subdivision agreement to the Regional Planning and Development Services Department.
- 16.3 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial or otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law DC-0005-2003-050.

## 17. External Clearances

- 17.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
  - (a) The Regional Municipality of York Planning Department shall advise that Conditions 1.4, 16.1 to 16.4, inclusive, have been satisfied.

- (b) The Ministry of Citizenship, Culture and Recreation shall advise that Conditions 13.1 to 13.3 have been satisfied.
- (c) Canada Post shall advise that Condition 10.6 has been satisfied.

ISSUED:

\_\_\_\_\_

\_\_\_\_\_  
Valerie Shuttleworth, MCIP, RPP  
Director of Planning & Urban Design



## **Explanatory Note:**

By-law No. 2006-XXX

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

93 Helen Avenue

Part of lot 12 on Plan 2196

South Unionville Planning District

### **LANDS AFFECTED**

This proposed by-law amendment applies to a 0.3 ha parcel of land municipally known as 93 Helen Avenue within the South Unionville Planning District.

### **EXISTING ZONING**

The lands are zoned Rural Residential One (RR1) under bylaw 304-87 as amended. The subject lands are to be deleted from the designated area of By-law 304-87, as amended, and incorporated into By-law 177-96, as amended and zoned consistently with the surrounding lands.

### **PURPOSE**

The purpose of this by-law amendment is to remove the subject lands from By-law 304-87 and place them into By-law 177-96 as amended.

### **EFFECT OF THIS BY-LAW**

The effect of this by-law is to permit the development of the lands for six (6) single detached dwellings. A HOLD (H) will be placed on 4 of the lots pending the construction of the extension of Peshawar Avenue.



## BY-LAW 2006-XXX

A by-law to amend By-law 304-87, as amended,  
being a by-law to regulate the use of land and the erection or use of buildings or structures and to regulate the type  
of construction and height, bulk, location, size, floor area, spacing, external design, character and use of buildings or  
structures in a defined area of the Town of Markham.

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

1. By-law 304-87, as amended, is hereby further amended by deleting the lands identified as Part of lot 12 on Plan 2196, Concession 6 as shown on Schedule 'A' attached hereto from the designated area of By-law 304-87, as amended.
2. This By-law shall not come into force and effect until By-law 2006-XXX amending By-law 177-96, as amended, comes into force and effect, and the subject lands of this By-law become incorporated into the designated area of By-law 177-96, as amended.
3. All other provisions of By-law 304-87, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED THIS \_\_ DAY OF \_\_, 2006.

\_\_\_\_\_  
SHEILA BIRRELL, TOWN CLERK

\_\_\_\_\_  
, MAYOR

KENNEDY ROAD

HELEN AVENUE

GREENBERG GATE

HIGHWAY 407



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 1:2000

Z405019772.dgn 25/10/2006 11:52:26 AM

KENNEDY ROAD

FROM RR1 (304-87)  
TO R2\*31 (177-96)

HELEN AVENUE

GREENBERG GATE

HIGHWAY 407



DEVELOPMENT SERVICES COMMISSION

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



BOUNDARY OF AREA COVERED BY THIS BY-LAW

RR1

RURAL RESIDENTIAL

R2

RESIDENTIAL TWO

No(\*)

EXCEPTION NUMBER

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: 2000

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## **Explanatory Note:**

By-law No. 2006-XXX

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

93 Helen Avenue

Part of lot 12 on Plan 2196,

South Unionville Planning District

### **LANDS AFFECTED**

This proposed by-law amendment applies to a 0.3 ha parcel of land municipally known as 93 Helen Avenue within the South Unionville Planning District.

### **EXISTING ZONING**

The lands subject to this By-law are zoned Rural Residential One (RR1) under bylaw 304-87 as amended. The subject lands are to be incorporated into By-law 177-96, as amended and zoned as R2\*31, H(R2\*31) and O1.

### **PURPOSE**

The purpose of this by-law amendment is to add the subject lands into By-law 177-96 as amended, and to establish an appropriate zoning designation to permit the development of six (6) single detached residential units and to accommodate a neighbourhood parkette. A HOLD (H) has been placed on four of the lots pending the construction of the extension of Peshawar Avenue.

### **EFFECT OF THIS BY-LAW**

The effect of this by-law is to permit the development of six (6) single detached residential units and a neighbourhood parkette, consistent with the development standards applied to the adjacent plan of subdivision.



## BY-LAW 2006-XXX

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

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

1. By-law 177-96, as amended, be and the same is hereby further amended as follows:
  - 1.1. The designated area of By-law 177-96, as amended, is hereby expanded to include those lands comprising Part of lot 12 on Plan 2196, as outlined on Schedule 'A' attached hereto.
  - 1.2. By zoning the lands outlined on Schedule 'A' attached hereto as Residential Two (R2\*31), HOLD Residential Two [H (R2\*31)] and Open Space (O1);
2. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED THIS \_\_ DAY OF \_\_, 2006.

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SHEILA BIRRELL, TOWN CLERK

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, MAYOR