

## AREA CONTEXT/ZONING

APPLICANT: 2006 OXNARD BOXGROVE LTD.  
7033 14th. AVE.

FILE No: SU04009413;ZA04009405(MW)

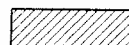


DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: MW

SCALE 1: 6000

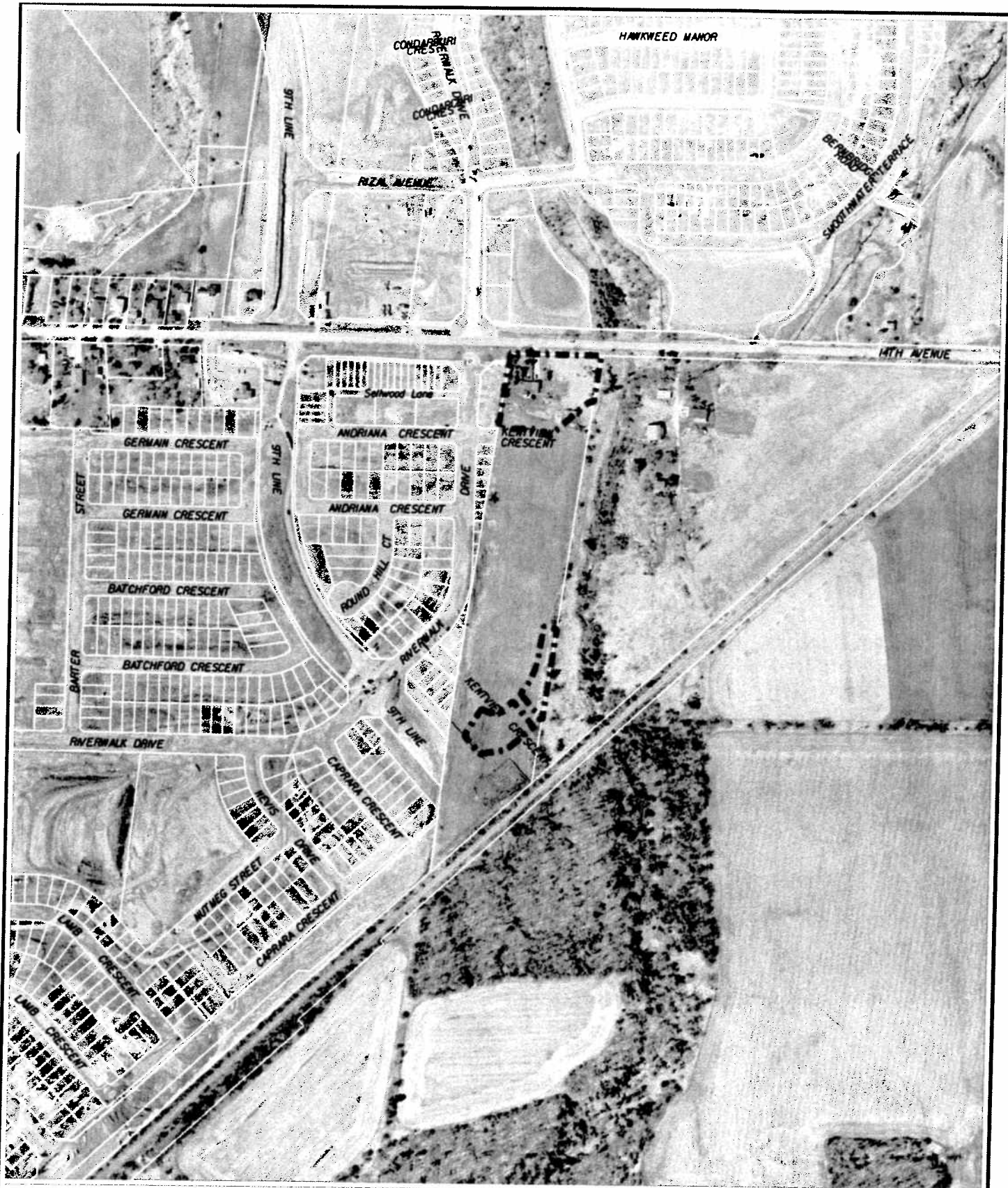


PHASE TWO LANDS

DATE: 091406

FIGURE No.2

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# AIR PHOTO 2005

APPLICANT: 2006 OXNARD BOXGROVE LTD.  
7033 14th. AVE.

FILE No: SU04009413;ZA04009405(MW)

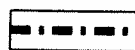


DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: MW

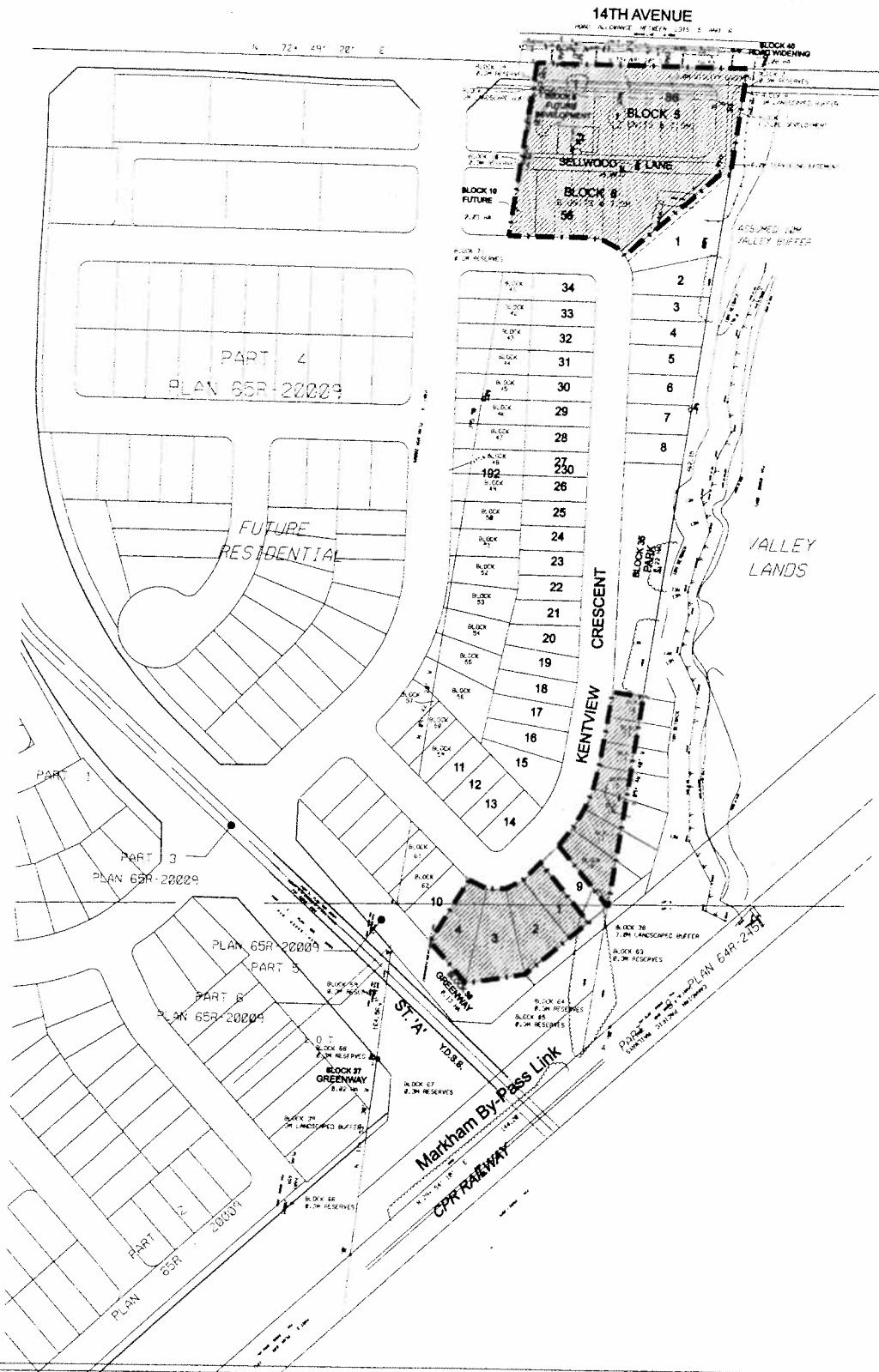
SCALE 1: 6000



PHASE TWO LANDS

DATE: 09/14/06

FIGURE No.3



# PROPOSED PLAN OF SUBDIVISION

APPLICANT: 2006 OXNARD BOXGROVE LTD.  
7033 14th. AVENUE

 PHASE 2 LANDS

FILE No: ZA04009405; SU04009413 (MW)

DATE: 09/15/06



DEVELOPMENT SERVICES COMMISSION

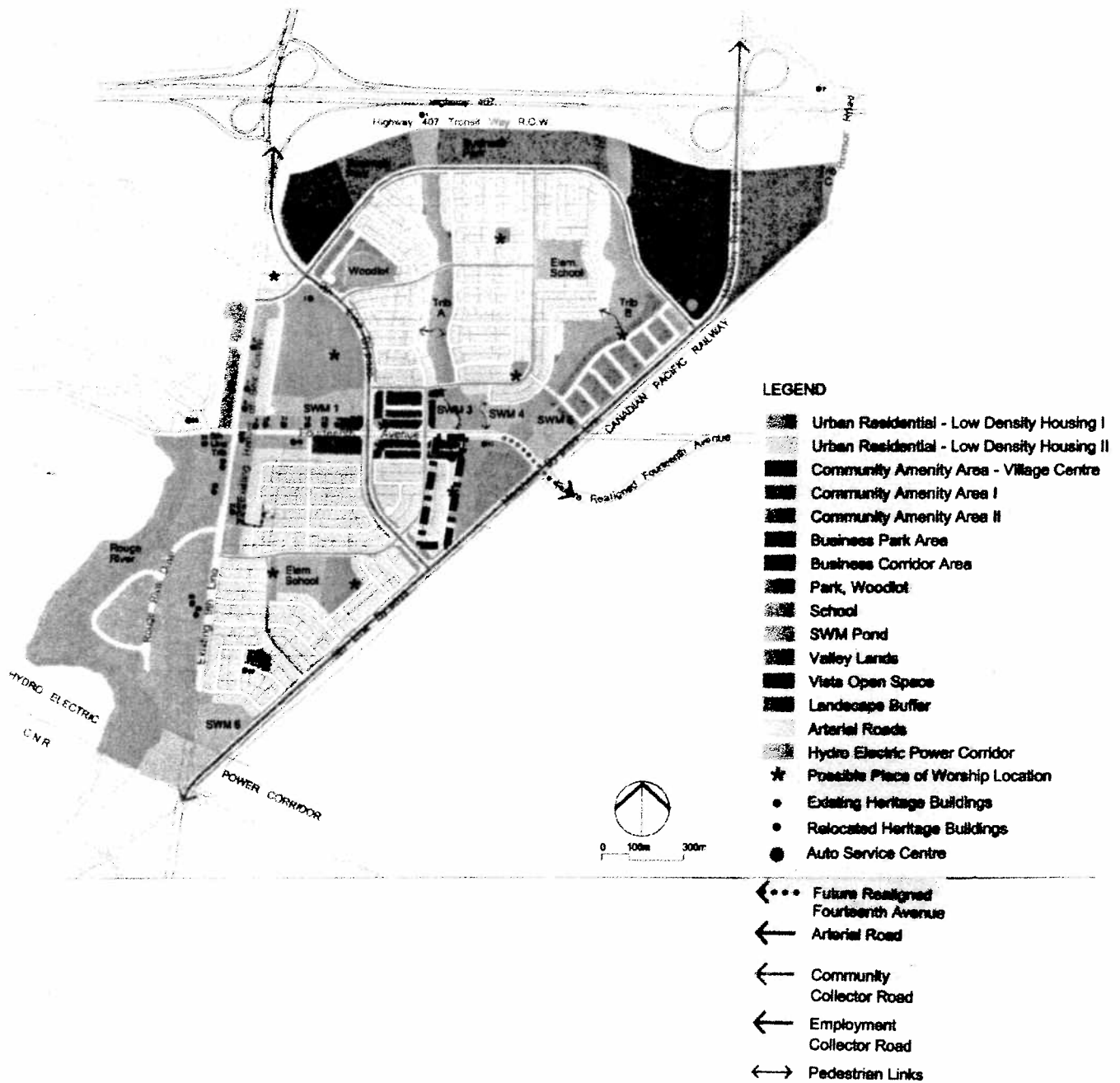
DWN BY: DD

CHK BY: TK

SCALE 1: 4000

FIGURE No.4

SU04009413.dgn 15/09/2006 2:52:05 PM



## SUBJECT PROPERTY AS IT RELATES TO COMMUNITY DESIGN PLAN

APPLICANT: 2006 OXNARD BOXGROVE LTD.  
7033 14th. AVE.

7033 14th. AVE.

FILE No: SU04028186 ;ZA04028190 (MW)

DATE: 09/15/06



DEVELOPMENT SERVICES COMMISSION

DWN BY: DD

CHK BY: MW

SCALE 1:

FIGURE No.5

## **APPENDIX 'A'**

### **CONDITIONS OF DRAFT APPROVAL PLAN OF SUBDIVISION 19TM-04001, Phase 2 PART OF LOTS 4 and 5, CONCESSION 9 (2006 OXNARD BOXGROVE LTD)**

#### **1. General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Templeton Planning Limited, dated February 17, 2006 incorporating the following redline revisions:
  - Any modifications to the plan required as a result of any studies required by the conditions of draft plan approval;
  - Any modifications to the plan necessary to satisfy Fire Department access requirements;
  - Any modifications to the plan required by the Region of York's conditions;
  - Revisions to the proposed servicing easement between Phase 1 and Phase 2 to meet the Town's requirements.
- 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 304-87 and 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.
- 1.6 The Owner shall covenant and agree in the subdivision agreement that Blocks 12 to 18 inclusive, shall be developed only in conjunction with abutting lands and that no building permits will be issued for said blocks until combined with abutting lands to create building lots in conformity with the zoning by-law and all applicable fees have been paid.
- 1.7 The Owner acknowledges that Blocks 12 to 18 inclusive, will be shown as a single block on the registered plan and will only be divided through part lot control once they are developed in conjunction with abutting lands to the east.

- 1.8 The Owner shall covenant and agree in the subdivision agreement that the that Holding Zoning (H) provision for Blocks 12 to 18 inclusive shall not be removed by the Town until an overland flow route has been provided to the satisfaction of the Town.
- 1.9 The Owner shall covenant and agree in the subdivision agreement that building permits shall not be sought or issued for any dwelling units within the draft plan for which servicing allocation has not been confirmed by the Developers Group Trustee and the Town.
- 1.10 The Owner, along with other Box Grove Participating Landowners, shall commit to deliver the necessary municipal infrastructure and road improvements as defined in the June 13, 2002, Box Grove Community Memorandum of Understanding (MOU) signed by landowners, the Regional Municipality of York and the Town of Markham, and in the subsequent Phasing Agreement dated June 30, 2005.

## 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 ends of Sellwood Lane, along the 14<sup>th</sup> Avenue frontage, on Kentview Crescent along Blocks 12 to 18 inclusive and Lots 1 to 4 inclusive (currently frozen by the Region) 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 and convey the right-of-way to the Town, free of all costs and encumbrances, for Sellwood Lane upon registration of the plan of subdivision, to the satisfaction of the Town (Commissioner of Development Services).

- 2.7 Access to 14<sup>th</sup> Avenue, including the intersection design, shall be subject to approval by the Region of York. The 90 degree turn shall be designed to ensure adequate turning radii for waste and snow removal vehicles. Servicing may not be allowed on the laneways, and the Owner shall agree in the subdivision agreement to provide additional servicing blocks, if required by the Town.
- 2.8 Prior to registration of a sales trailer or model agreement and prior to entering into an Agreement of Purchase and Sale relative to any lot on the plan, the Owner shall provide the Town with a Sidewalk and Transit Route Plan, in accordance with Town engineering standards, to be approved by the Town and the Region of York. The Sidewalk and Transit Route Plan shall show sidewalk and pedestrian walkway connections that provide pedestrians with safe and efficient access to future transit services and bus stop and standing area locations.
- 2.9 The Owner shall covenant and agree in the subdivision agreement to post the approved Sidewalk and Transit Route Plans in all sales offices for dwelling units within the draft plan.

### 3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by rail, road traffic on Markham By-Pass, 9<sup>th</sup> Line By-Pass and 14<sup>th</sup> Avenue and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York.

### 4. Streetscape and Landscape Plans

- 4.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans based on the approved Box Grove Community Design Plan, 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) streetscape plans, 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) 1.5 metre high black vinyl chain link fencing where residential lots abut the neighbourhood parks, open spaces, and valleylands with only the front yard section at 1.2 metre high;
  - c) noise attenuation fencing in accordance with the approved noise study;
  - d) privacy fencing on exterior rear side yards of residential units abutting roads and laneways; and
  - e) any other landscaping as determined by the Community Design Plan.
- 4.2 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.
- 4.3 The Owner shall obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 4.4 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.
- 4.5 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 above.

The Owner shall include in all agreements of purchase and sale the following clause:

**“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE TOWN OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:**

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD)
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL AND PARK BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN

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

## 5. Parks and Open Space

- 5.1 As security for the Owner's pro rata share of overall parkland in Box Grove, the Owner authorizes the Town to withhold release or to draw upon any letter of credit filed, to the value of any parkland deficiency as determined by the Town. These letters of credit shall continue to be held until such time as the parkland deficiency is resolved through subsequent conveyance(s). Where parkland dedication requirements cannot be fulfilled through subsequent conveyance(s), the letters of credit shall be drawn upon, and the monies deemed to be cash-in-lieu of parkland.
- 5.2 The Owner covenants and agrees that the plan of subdivision shall not be released for registration by the Town until the Trustee delivers a release to the Town stating that the Owner is in good standing and has complied with the terms of the Developer's Group for provision of parkland that is satisfactory to the Town.
- 5.3 The Owner shall covenant and agree that provision shall be made in the subdivision agreement to post approved copies of the Community Design Plan, Open Space Plans, Park Development Concept Plans and Conceptual Facility Fit Plan for the parks and school campus in all sales offices for dwelling units within the draft plan of subdivision.
- 5.4 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all park blocks and vacant lands within the subdivision to the satisfaction of the Town. Vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred. No stockpiling of materials, including topsoil and fill, shall occur any lands to be conveyed to the Town. Topsoil stockpiling shall be limited to areas in a second or subsequent phase of subdivision build-out. 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, plus 10% for contract administration.
- 5.5 The Owner shall covenant and agree to advise any utility carrier that may require a micro hub and other installations to be located within the subdivision, to submit plans to the Town for review and approval by the Commissioner of Development Services, prior to construction.

## 6. Community Design Plan and Architectural Control

- 6.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Box Grove Community Design Plan into all municipal works, site plan and building permit applications within the plan of subdivision.

- 6.2 The Owner shall covenant and agree in the subdivision agreement to implement the approved Architectural Control Guidelines for the Box Grove Community.
- 6.3 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines. No permits shall be issued for model homes prior to the approval of the Town of the architectural control guidelines.
- 6.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not 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, 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 they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 7.2 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures, which may be affected by storm drainage from its development, subject to consultation with and to the satisfaction of the Town. The Owner shall agree to provide the Town with a monitoring of watercourse temperature program satisfactory to the Director of Engineering. The Town is exploring the implementation of a Town-directed watercourse monitoring program. If this program is implemented by the Town, it is acknowledged that the Town reserves the right to relieve the Owner of the requirements of this Clause.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the Town's standards prior to proceeding with any on-site works and, more particularly, topsoil stripping.
- 7.4 The Owner acknowledges that the Town may accept the implementation of the proposed 'interim major system SWM solution' on a temporary basis only within Future Development Blocks 12 to 18, inclusive. The Owner shall covenant and agree in the subdivision agreement to provide the required securities to remove and restore the interim SWM solution and construct the permanent major system SWM solution as per the approved drawings and to

the satisfaction of the Director of Engineering at no cost to the Town.

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 The Owner shall obtain all necessary approvals (i.e., Region of York, Ministry of Transportation, TRCA, etc.) and cooperate in the construction of the 9<sup>th</sup> Line By-Pass prior to requesting pre-servicing of any of the lands within the draft plan of subdivision, as outlined in the Memorandum of Understanding.
- 8.3 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.
- 8.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Standards 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).
- 8.5 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 8.6 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).
- 8.7 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 Standards 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.

- 8.8 The Owner agrees to revise the proposed 6.0m servicing easement between Phase 1 and Phase 2 to meet the Town's requirements.

9. Development Phasing Plan

- 9.1 The Owner shall covenant and agree in the subdivision agreement that in accordance with the Phasing Agreement between the Box Grove developers and the Town dated June 30, 2006, the Phasing Plan will be updated, when required by the Town, to reflect any changes resulting from the approval of Plan 19TM-04001, Phase 2.

10. Traffic Impact Study

- 10.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Traffic Impact Study and Internal Functional Design Study previously submitted for the Box Grove area. The Owner shall further agree to make any revisions to the draft plan that may be required to achieve the recommendations of the study.

11. Easements

- 11.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermains, 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 Gas Distribution, telecommunications companies, etc.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the Town in consultation with Canada Post.
- 12.7 The Owner shall covenant and agree in the subdivision agreement that they 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 telecommunication services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

### 13. Development Charges

- 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 at the subdivision agreement stage.
- 13.3 The draft plan of subdivision is contained within Area 44B of the Area Specific Development Charge By-law and, as such, will be subject to payment of development charges. The Owner shall covenant and agree in the subdivision agreement to pay for applicable ASDC as per the By-law 2004-244.

14. Phase 1 Environmental Assessment

14.1 Prior to any land conveyance to the Town and execution of the agreement, the Owner shall:

- i. submit environmental site assessment reports prepared by a Qualified Person in accordance with the Record of Site Condition Regulation (O. Reg. 153/04) describing the current conditions of the land to be conveyed to the Town and any proposed remedial action plan, for peer review and concurrence;
- ii. at the completion of any necessary site remediation process, submit certification from the Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the Town meets the Site Condition Standards of the intended land use;
- iii. file a Record of Site Condition on the Provincial Environmental Site Registry for the land to be conveyed to the Town; and
- iv. pay all costs associated with the Town retaining a third-party reviewer for the peer review service.

14.2. The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or building within the subdivision contaminated soils are discovered, the Owner shall submit a further remedial action plan to the Town for peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering.

15. Other Town Requirements

15.1 Prior to final approval of the draft plan of subdivision, the Owner shall enter into a Developers Group Agreement(s) 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 Box Grove Secondary Plan area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the Town by the Developers Group Trustee to the satisfaction of the Town Solicitor.

15.2 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, to the satisfaction of the Town (Commissioner of Development Services); and
- b) All concerned government agencies agree to registration by phases and provide the clearance as required in Condition 20.

15.3 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.

- 15.4 The Owner shall covenant and agree in the subdivision agreement that to ensure reliability of access for Fire Department vehicles under all conditions, two means of access, independent of one another are to be provided into the development.
- 15.5 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a) the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - b) 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; and
  - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town.
- 15.6 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to 9<sup>th</sup> Line By-Pass and 14<sup>th</sup> Avenue.

## 16. Region of York

- 16.1 York 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 The Owner covenants and agrees to include the following warning clause in all Agreements of Purchase and Sale and/or Lease for Blocks 14, 15, 16, 17, 18:

"PURCHASERS ARE ADVISED THAT THE CONSTRUCTION OF A REGIONAL SANITARY TRUNK SEWER MAY OCCUR IN CLOSE PROXIMITY TO THE PROPERTY SUBJECT TO THIS AGREEMENT. THIS CONSTRUCTION WOULD INCLUDE THE OPERATION OF HEAVY EQUIPMENT AND EXTENDED WORKING HOURS AND POSSIBLE WEEKEND WORK. CONSTRUCTION NOISE LEVELS MAY EXCEED THE MUNICIPALITY'S AND THE MINISTRY OF ENVIRONMENT'S NOISE CRITERIA AND MAY OCCASIONALLY INTERFERE WITH SOME ACTIVITIES OF THE BUILDING'S OCCUPANTS. YORK REGION WILL NOT BE RESPONSIBLE FOR ANY NOISE RELATED COMPLAINTS, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR NUISANCE, OR



CLAIMS ARISING FROM THE CONSTRUCTION OF THIS SANITARY TRUNK SEWER."

- 16.3 The Owner covenants and agrees that lots 1, 2, 3 and 4 shall be placed under a holding symbol 'H' pursuant to the provisions of Section 36 of the Ontario Planning Act, which shall prohibit the development of the lands until the 'H' symbol has been lifted. The conditions for lifting the 'H' symbol shall include:

a) York Region has advised in writing that the Southeast Collector Sewer has been completed in the vicinity of lots 1, 2, 3 and 4; and the Town of Markham has allocated adequate water supply and sewage servicing capacity to the subject development.

or

b) York Region has advised in writing that an alternative route for the Southeast Collector Trunk Sewer has been chosen that is not in the vicinity of lots 1, 2, 3 and 4; and the Town of Markham has allocated adequate water supply and sewage servicing capacity to the subject development.

In no way shall the 'H' symbol restrict the use of the subject land for a construction staging area for the construction of the Southeast Collector Trunk Sewer.

- 16.4 The owner shall demonstrate, to the satisfaction of the York Region Transportation and Works Department, that the full right-of-way identified in the Transportation Improvements in the Markham Bypass Corridor South of Highway 407 Environmental Assessment and Preliminary Design Report (Markham Bypass EA), up to and including the crossing of Tributary B of the Little Rouge Creek has been provided for through the development approval process and, that development of Lots 1, 2, 3 and Block 18 as well as adjacent lands will not compromise the potential future construction of the Bypass. The right-of-way shall consist of a minimum basic 36 metre width plus additional right-of-way as required for intersection improvements, day lighting triangles at intersections and any cut/fill slopes. The Owner is advised that property requirements in excess of the standard minimum 36 metre right-of-way for grading may be reduced or eliminated where the adjacent land development is graded to match the proposed boulevard grade as determined by the Markham Bypass EA.

- 16.5 The following lands shall be conveyed to York Region for public highway purposes, free of all costs and encumbrances:

- a) a widening across the full frontage of the site where it abuts 14<sup>th</sup> Avenue, of sufficient width to provide a minimum of 18 metres from the centreline of construction of 14<sup>th</sup> Avenue;
- b) a 0.3 metre reserve across the full frontage of the site where it abuts 14<sup>th</sup> Avenue and adjacent to the above noted widenings.

- 16.6 The owner shall submit a plan of survey illustrating all required property dedications and reserves to the satisfaction of the York Region Transportation and Works Department.
- 16.7 The owner shall provide a solicitor's certificate of title in a form satisfactory to the York Region Solicitor, at no cost to York Region, with respect to all lands to be conveyed to York Region.
- 16.8 In order to determine the property dedications (if any) required to achieve the ultimate right-of-way width of 14<sup>th</sup> Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of 14<sup>th</sup> Avenue.
- 16.9 Direct vehicle access to Street 'A' from any development blocks abutting Street 'A' shall not be permitted. Access must be obtained through the internal road network.
- 16.10 Direct vehicle access to Markham By-Pass from any development blocks abutting Markham By-Pass shall not be permitted. Access must be obtained through the internal road network.
- 16.11 Direct vehicle access to 14<sup>th</sup> Avenue from any development blocks abutting 14<sup>th</sup> Avenue shall not be permitted. Access must be obtained through the internal road network.
- 16.12 Any existing driveway(s) along York Region road frontage in this subdivision shall be removed as part of the subdivision work, at no cost to York Region.
- 16.13 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of the York Region Transportation and Works Department and illustrated on the Engineering Drawings.
- 16.14 The intersection of Street 'A' and Markham By-Pass, shall be designed to the satisfaction of the York Region Transportation and Works Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the York Region Transportation and Works Department.
- 16.15 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the York Region Transportation and Works Department recommending noise attenuation features and the Owner shall agree to implement these noise attenuation features to the satisfaction of the York Region Transportation and Works Department.
- 16.16 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:

"PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE ATTENUATION FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS WILL

CONTINUE TO INCREASE, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING'S OCCUPANTS".

- 16.17 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, as follows:
- a) that no part of any noise attenuation feature shall be constructed on or within the Regional right-of-way;
  - b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and,
  - d) that any landscaping provided on York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the York Region Transportation and Works Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
- 16.18 The owner shall agree in the subdivision agreement to construct sidewalks along the entire frontage of 14<sup>th</sup> Avenue. Sidewalks shall be provided in accordance with OPSD 310.010, 310.020, 310.030 and should be provided "at grade" (i.e. without stairs, inclines, etc.).
- 16.19 Prior to final approval, the owner shall submit drawings showing the sidewalk location to the York Region Transportation and Works Department, for review and comment.
- 16.20 Markham By-Pass and Street 'A' shall be designed to accommodate transit vehicles to the satisfaction of the area municipality and York Region Transit. The minimum pavement width for transit vehicles is 3.5 m. The minimum curb radius for transit vehicles is 15 m. These standards are according to the Canadian Transit Handbook and the Ontario Urban Transit Association.
- 16.21 The owner shall agree in the subdivision agreement to advise all potential purchasers of the future introduction of transit services in this development. This includes potential 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.
- 16.22 The owner shall agree in the subdivision agreement to not construct vertical traffic calming along the streets identified to have future transit service. YRT shall be consulted with respect to any alternate traffic calming features which may be considered for those streets.
- 16.23 Transit services will not operate along streets with vertical traffic calming devices. YRT accepts the installation of horizontal obstacles where their

design takes into account bus type used on that route, including their length, width and turning radius. Recommendations to implement new transit routes on roads which already have vertical traffic calming devices would be conditional upon the removal of these devices.

- 16.24 The owner shall agree in the subdivision agreement to install illumination, in accordance with York Region and Municipal design standards, along all streets which will have transit services and sidewalks.
- 16.25 Prior to Final Approval the Owner shall provide a duly executed/signed copy of the subdivision agreement to York Region, outlining all requirements of York Region.
- 16.26 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 DC-0005-2003-050 and DC-0005(a)-2005-060.
- 16.27 The Region of York Planning and Development Services Department shall advise that Conditions 16.1 to 16.26 inclusive, have been satisfied.

#### 17. Ministry of Culture

- 17.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources, to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan of subdivision prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 17.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.
- 17.3 The Owner shall immediately notify the Ministry of Culture should archaeological remains be found on the property during construction activities. The Owner shall also immediately notify the Ministry of Culture and 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 requirement in the subdivision agreement.

18. Toronto and Region Conservation Authority

- 18.1 The owner shall submit a detailed engineering report for the review and approval of the Toronto and Region Conservation Authority, (TRCA) that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands. This report shall include
- a) plans illustrating how this drainage system will tie into surrounding drainage systems, i.e. is it part of an overall drainage scheme? How will external flows be accommodated? What is the design capacity of the receiving system?
  - b) stormwater management techniques which may be required to control minor or major flows;
  - c) appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;
  - d) proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction;
  - e) location and description of all outlets and other facilities which may require a permit pursuant to Ontario Regulation 158, the Authority's Fill, Construction and Alteration to Waterways Regulation; and
  - f) overall grading plans for the subject lands.
- 18.2 This draft plan of subdivision shall be subject to a red-line revision in order to meet the requirements of Condition 18.1, if necessary.
- 18.3 The Owner shall covenant and agree in the subdivision agreement, in wording acceptable to the TRCA:
- a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical report referenced in Condition 1;
  - b) to maintain all stormwater management and erosion and sediment control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
  - c) to obtain all necessary permits pursuant to Ontario Regulation 158 from the TRCA;
  - d) to erect a permanent 1.8m high black vinyl chain link fence at the rear lot lines of all lots abutting the open space system, to the satisfaction of the TRCA.
- 18.4 The Owner covenants and agrees to provide a signed copy of the subdivision agreement to the TRCA.

## 19. Canadian Pacific Railway

- 19.1 Dwellings must be constructed such that the interior noise levels meet the criteria of the appropriate Ministry. Prior to final approval of the draft plan or any phase thereof, the Owner shall prepare a noise study to be carried out by a professional noise consultant to determine what impact, if any, railway noise would have on residents of the proposed subdivision and to recommend mitigation measures if required. The Railway may consider other measures recommended by the study.
- 19.2 The Owner covenants and agrees in this subdivision agreement to include a clause in all Offers of Purchase and Sale and/or Lease in the title deed or lease of each dwelling within 300 metres of railway right-of-way; the possibility of alterations including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the resident notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from the use of its facilities and/or operations.

## 20. External Clearances

- 20.1 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 1.3, 2.1, and 16.1 to 16.26, inclusive, have been satisfied.
  - b) The Toronto and Region Conservation Authority shall advise that Conditions 17.1 to 17.4 inclusive have been satisfied.
  - c) The Ministry of Culture shall advise that Conditions 18.1 to 18.4 inclusive have been satisfied.
  - d) Canadian Pacific Railway shall advise that Conditions 19.1 and 19.2 have been satisfied.

Last revised: 21sept06

## **APPENDIX 'B'**

### **EXPLANATORY NOTE**

By-law 2006-XX

By-law to amend By-law 304-87

2006 Oxnard Box Grove Ltd.

7033 14<sup>th</sup> Avenue

Proposed plan of subdivision (19TM-04001, Phase 2)

### **LANDS AFFECTED**

These By-law amendments apply to part of a 3.93 hectare (9.71 acres) parcel of land located within the Box Grove Planning District. The lands are located east of 9<sup>th</sup> Line, south of 14<sup>th</sup> Avenue.

### **EXISTING ZONING**

The lands subject to this By-law are presently zoned Agricultural One (A1) under By-law 304-87, as amended.

### **PURPOSE**

The purpose of this By-law is to delete the subject lands from By-law 304-87, as amended.

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

The effect of this by-law amendment is to delete the lands from the designated area of By-law 304-87, as amended, to allow the lands to be included in By-law 177-96, as amended to permit development in accordance with residential plan of subdivision 19TM-04001, Phase 2.

(Draft) **BY-LAW 2006-XXX**

A by-law to amend By-law 304-87, as amended  
To delete lands comprising Part of Lots 4 & 5, Concession 9, Box Grove Planning Area, from the  
designated area of By-law 304-87

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

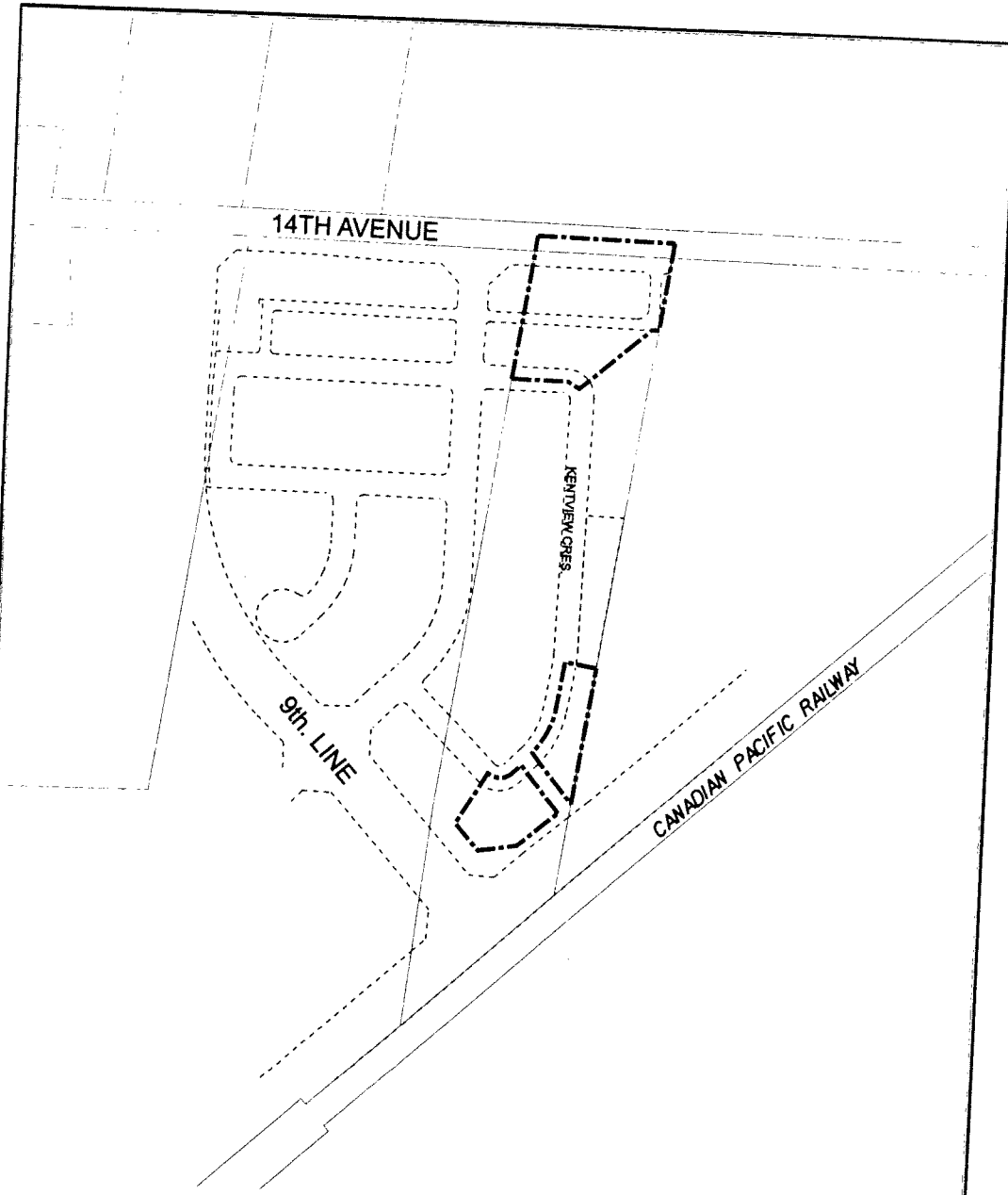
1. By-law 304-87, as amended, is hereby further amended by deleting those lands comprising Part of Lots 4 & 5, Concession 9, as shown on Schedule 'A' attached hereto, from the designated area of By-law 304-87, as amended.
2. This By-law shall not take force and effect until amending By-law 2006-XXX, incorporates the subject lands within the designated area of By-law 177-96, as amended, has been passed and enacted.
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

\_\_\_\_\_  
DON COUSENS, MAYOR





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: 4000

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**EXPLANATORY NOTE**

By-law 2006-XXX

By-laws to amend By-law 177-96

2006 Oxnard Boxgrove Ltd.

7033 14<sup>th</sup> Avenue

Proposed plan of subdivision (19TM-04001, Phase 2)

**LANDS AFFECTED**

These By-law amendments apply to a 3.93 hectares (9.71 acres) parcel of land located within the Box Grove Planning District. The lands are generally located east of 9<sup>th</sup> Line, south of 14<sup>th</sup> Avenue.

**EXISTING ZONING**

The lands subject to this By-law are presently zoned Agricultural One (A1) under By-law 304-87, as amended.

**PURPOSE AND EFFECT OF THE BY-LAW**

The purpose of the by-law is to include the lands with By-law 177-96, as amended, and to zone the subject lands to Residential Two\*224 (R2\*224), Residential Two\*224 (Hold) [R2\*224(H)], Residential Two\*224 (Hold One) [R2\*224(H1)] and Residential Two-Lane Access\*224\*225 in accordance with residential plan of subdivision 19TM-04001, Phase 2.

DRAFT  
BY-LAW 2006-XXX

A By-law to amend Urban Expansion Area By-law 177-96, as amended  
To rezone lands comprising of Part of Lots 4 & 5, Concession 9, Box Grove Planning Area, to  
permit residential uses

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

1. That By-law 177-96, as amended, is hereby further amended as follows:
  - 1.1 By expanding the designated area of By-law 177-96, as amended to include those lands comprising Part of Lot 4 and 5, Concession 9, as outlined on Schedule 'A' attached hereto;

1.2 By zoning the lands:

Residential Two*224	R2*224
Residential Two*224(Hold)	R2*224(H)
Residential Two*224(Hold One)	R2*224(H1)
Residential Two-Lane Access*224*225	R2-LA*224*225

as shown on Schedule 'A' attached hereto.

1.3 HOLDING PROVISIONS:

For the purpose of this By-law, Holding (H and H1) *zones* are hereby established and are identified on Schedule 'A' attached hereto by the symbol (H and H1) in parenthesis following the zoning symbol.

No person shall hereafter *erect* or *alter* any *building* or *structure* on lands subject to an 'H' or 'H1' provision for the purpose permitted under this By-law until an amendment to this By-law to remove the letter 'H' or 'H1' has come into effect pursuant to the provisions of Section 36 of the Planning Act.

The following Holding provisions shall apply to the lands zoned Residential Two\*224(Hold)-[R2\*224(H)] and Residential Two\*224(Hold One)-[R2\*224(H1)] as more particularly outlined on Schedule 'A' hereto;

- a) The Holding provision (H) shall not be lifted until the Region of York has confirmed in writing that the lands are no longer required for construction of the Southeast Collector Trunk Sewer.
  - b) The Holding provision (H1) shall not be lifted until an alternative overland flow route for the subdivision has been provided, to the satisfaction of the Town.
2. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this By-law shall continue to apply.

FROM A1 (BY-LAW 304-87)  
TO R2-LA\*224\*225 (BY-LAW 177-96)

14TH AVENUE

FROM A1 (BY-LAW 304-87)  
TO R2 \*224(H) (BY-LAW 177-96)

KENTVIEW CRES.

9th. LINE

CANADIAN PACIFIC RAILWAY

FROM A1 (BY-LAW 304-87)  
TO R2 \*224(H1) (BY-LAW 177-96)



DEVELOPMENT SERVICES COMMISSION

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



BOUNDARY OF AREA COVERED BY THIS BY-LAW  
ZONE BOUNDARY

☐ R2-LA RESIDENTIAL TWO-LANE ACCESS

☐ R2 RESIDENTIAL TWO

☐ A1 AGRICULTURAL ONE

☐ \*(No) EXCEPTION NUMBER

☐ (H) HOLDING PROVISION

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:

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