

(Draft)

APPENDIX 'A'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-030015 Phase 2
(Winter Garden Estates Inc)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-388 (Phase 2-388-DES18), dated March 11, 2004 and with a last revision date of March 21, 2006 incorporating the following redline revisions:
 - Identification of Block 240 as a landscape buffer block to be conveyed to the Town;
 - Any changes to the Plan resulting from any study required as a condition of draft plan approval;
 - Any changes to the Plan required as a result of the Region of York's conditions of draft plan approval.
- 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, 194-82 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 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.
- 1.6 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.

- 1.7 The Owner, along with other Box Grove Participating Landowners, shall commit to deliver all required municipal infrastructure and road improvements as defined in the June 13, 2002, Box Grove Community Memorandum of Understanding (MOU) signed by the Land Owners, the Regional Municipality of York and the Town of Markham.
- 1.8 The Owner shall covenant and agree in the subdivision agreement that no building permits will be issued for Block 241 until this block is combined with abutting lands to the north to create building lots in conformity with the zoning by-law, have public highway access, and all applicable fees have been paid.
- 1.9 The Owner shall acknowledge in the subdivision agreement that currently there is no servicing allocation for Block 241.

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 west end of Street '1' (both segments), Street '2' and Street '3' (the most northerly segment); at the north end of the southerly segment of Street '3'; and along the north side of the most northerly segment of Street '1', 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 and Participating Landowners as noted in the MOU shall construct a Town Arterial Road to be operational within a timeframe related to the completion of the Hwy 407/Markham By-Pass interchange to the satisfaction of the Town. The Owner shall agree and make provisions in the subdivision agreement to undertake the necessary approvals and construct within a 20m right-of-way, an unlit, 2 lane, rural portion of the Town Arterial Road from the Hwy 407/Markham By-Pass interchange to the 9th Line By-Pass should the Markham By-Pass Link not be constructed or should the Town Arterial

Road not be secured through other acceptable means (i.e., registration of a plan of subdivision containing the road). The Owner may construct the road in stages and shall be required to construct the road over non-participating lands, at no cost to the Town, subject to the Town acquiring the lands.

- 2.7 Prior to registration of a sales trailer or model agreement, the Owner shall provide the Town with a Sidewalk and Transit Route Plan, in accordance with the 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 location.
- 2.8 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 and Vibration Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on 9th Line and 14th Avenue and rail traffic from the CP and CN rail lines 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 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. Tree Preservation and Landscaping

- 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) detailed landscape plans for Buffer Blocks 240 and 242.
 - c) planting and sidewalks for Buffer Block 242 abutting the Markham By-Pass Link/ 9th Line By-Pass.
 - d) planting within the existing 9th Line right-of-way where it abuts the draft plan
 - e) 1.5 metre high black vinyl chain link fencing where residential lots abut the neighbourhood parks and open spaces
 - f) noise attenuation fencing in accordance with the approved noise study
 - g) 1.8 metre high privacy fencing on exterior rear side yards of residential units abutting roads and laneways
 - h) privacy fencing on side yards of residential units abutting existing properties on 9th Line, in consultation with the property owners
 - i) 1.8 metre high privacy fencing along the rear lot lines of lots backing onto the existing 9th Line
 - j) partial decorative metal fencing along the length of private driveways and along buffer strips of the window streets
 - k) review of all community display plans for Park Block 239, being used for promotional purposes
 - l) 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 provide adequate landscape screening to eliminate or substantially reduce potential impact of headlights on properties on the west side of 9th Line, south of Riverwalk Drive, where warranted.
- 4.4 The Owner shall submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, including

trees on adjacent residential lots within 3 metres of the draft plan, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.

- 4.5 The Owner shall covenant and agree in the subdivision agreement that the Owner shall prepare and submit site grading/tree preservation plans, with respect to 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.
- 4.6 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.
- 4.7 The Owner shall provide documentation for the natural features identified by the Town of Markham Official Plan Amendment No. 52 (Natural Features). This documentation is to show the mapping of the drip line by survey, an assessment of the possible impacts from development of the lands surrounding the designated areas, implementation of the recommendations of the natural features management plan, safeguards to preserve the woodlot features, and mitigating restorative measures required as a result of the proposed development.
- 4.8 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, stormwater management, buffer, walkway and other landscaping requirements.
- 4.9 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in 4.1 above.
- 4.10 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 FENCING AT 9TH LINE
- REAR LOT FENCING ON LOTS ABUTTING EXISTING PROPERTIES ON 9TH LINE
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)

- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL AND PARK BLOCKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE-LOADED STREET ALLOWANCES.

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

- 4.11 The Owner shall covenant and agree to advise any utility carriers 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.

5. Parks and Open Space

- 5.1 The Owner shall convey Block 239 (with associated road access and servicing) to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Town. The Town reserves the right to require, as an alternative, payment of cash-in-lieu for any part of the said conveyance of lands for parks purposes and that the draft plan be revised accordingly
- 5.2 The Owner covenants and agrees to work with the Developer's Group to secure terms and conditions to the satisfaction of the Town which would guarantee, in perpetuity, the complete and unencumbered conveyance of all parkland as required within the Box Grove Secondary Plan Area as shown within the approved Box Grove Community Design Plan.
- 5.3 The Owner covenants and agrees that should the terms and conditions as set out in the Developer's Group Agreement for the guaranteed conveyance of all the required parkland within the Box Grove Secondary Plan Area, not be satisfactory to the Town, then provision shall be made for lands at a location acceptable to the Town within Phase 2 equivalent to the Owner's pro rata share of the deficiency of the overall parkland for Box Grove or a letter of credit, in an escalating amount tied to the value of the land. These lands or the letter of credit will be held by the Town until all the required parkland is conveyed to the Town.

- 5.4 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.
- 5.5 The Owner agrees to convey to the Town, free of all costs and encumbrances, Landscape Buffer Blocks 240 and 242 within this draft plan. The Owner acknowledges and understands that these conveyances shall not comprise part of the required dedication for park purposes. This Block shall be conveyed in a physical condition which is satisfactory to the Town.
- 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, for the owners pro rata share of overall parkland in Box Grove to be returned upon conveyance of the required parkland to the satisfaction of the Town.
- 5.7 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. The park blocks shall be maintained until such time as the parks have been constructed and assumed by the Town for maintenance. Other 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 on 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.
- 5.8 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.
- 5.9 Prior to final approval of the draft plan, the Owner shall prepare and submit a Conceptual Facility Fit Plan for Block 239 to the satisfaction of the Town based on the approved Community Facilities Fit plan prepared by NAK in the Box grove Community Design Plan, if requested to do so in writing by the Town.
- 5.10 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 the Conceptual Facility Fit Plan for the parks and school campus in all sales offices for dwelling units within the draft plan of subdivision.
- 5.11 That the valleyland/tree protection/siltation fence must be installed prior to the beginning of any movement of soil on the site. The Town shall require notification, in writing, that this fencing has been installed to the Town's satisfaction and we shall inspect the fencing prior to the start of any grading or soil disturbances.

6. Stormwater Management

- 6.1 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.
- 6.2 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.
- 6.3 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. Municipal Services

- 7.1 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.
- 7.2 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 7.3 The Owner shall acknowledge and agree in the subdivision agreement to oversize the sanitary sewers to accommodate drainage from the existing Rouge River Circle, Ridgevale Drive, and 9th Line residents. The Owner shall further agree in the subdivision agreement to oversize the sanitary sewers to accommodate drainage from lands at the north east corner of Steeles Avenue and 9th Line, subject to finalizing the means of payment by the benefiting landowners.
- 7.4 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).

- 7.5 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).
- 7.6 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).
- 7.7 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 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. Community Design Plan and Architectural Control Guidelines

- 8.1 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.
- 8.2 The Owner shall covenant and agree in the subdivision agreement to implement the approved Architectural Control Guidelines for the Box Grove Community.
- 8.3 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.
- 8.4 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.

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-030015, Phase 2.

10. Traffic Impact Study

- 10.1 Prior to final approval of Lots 86 to 222 inclusive, the Owner shall revise and update the existing Traffic Impact Study and Internal Functional Traffic Design Study, submitted earlier for Phase 1, to the satisfaction of the Town and the Region of York. The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Traffic Impact Study and Internal Functional Traffic Design Study. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendation of the two Studies.

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 Markham Hydro, Consumers Gas, 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 covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

13. 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 agree in the subdivision agreement to pay for applicable ASDC as per area 44B (By-law # 2004-244). The financial contribution will not be eligible for credits toward development charges. Should the final ASDC charge be higher than the Local Service Contribution, the Owner shall be responsible for paying any difference in the Local Service Contribution and the final ASDC amount.

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. Heritage

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 15.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.
- 15.3 The Owner covenants and agrees to retain the Heritage Building(s) [Josephus Reesor Tenant House and Josephus Reesor Stone House], known municipally as 7447 and 7449 respectively, on their original locations.
- 15.4 The Owner covenants and agrees to protect and conserve the Heritage Building(s) through the following means:
- a) To keep the Heritage Building(s) occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
 - b) To maintain the Heritage Building(s) in good and sound conditions at all times prior to and during the development of the property;
 - c) Once the Heritage Building(s) is unoccupied, to undertake the following:

- secure and protect the buildings from damage through procedures carried out according to the Town of Markham Guidelines for Boarding Heritage Structures;
- erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building(s) is to be preserved onsite and should not be vandalized and/or scavenged; and
- install a 3m high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by Town (Heritage Section) staff.

15.5 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building (s):

- a) The Owner is to provide at its expense a legal survey of the Heritage Building(s) to facilitate the registration of the designation and easement agreements on the created/proposed lot(s);
- b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building(s) with the Town;
- c) The Owner is to permit the designation of the property under Part IV of the Ontario Heritage Act ;
- d) The Owner is to provide a \$25,000 Letter of Credit for each Heritage Building(s) to ensure the preservation of the existing buildings (total \$50,000). The letter of credit shall be retained for use by the Town and shall not be released until the following has been addressed:
 - 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 buildings have been connected to municipal services,
 - the exterior restoration of the Heritage Buildings is complete,
 - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - all other heritage requirements of the Subdivision Agreement have been completed;
- e) The Owner is to enter into a site plan agreement with the Town for each 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 plan, any additions and alterations, and any proposed garage.

15.6 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Buildings through the following means:

- a) to provide and implement a traditional restoration plan for the Heritage Buildings that would be reviewed and approved by the Town (Heritage Section). The

restoration plan is to be included in a site plan agreement for each of the properties;

- b) to complete the exterior restoration of the Heritage Building(s), connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision, with optional extensions of 6 month intervals subject to approval by the Town of Markham;
- c) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage dwelling;
- d) to ensure that the final proposed grading on the lots adjacent to Heritage Building(s) is consistent with the existing historic grading of the Heritage Building(s);
- e) To ensure that the historic front of the Heritage Building(s) retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;

15.7 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Building(s) will be marketed to prospective purchasers;

15.8 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building(s) through the following means:

- a) to provide and install at its cost, an interpretative baked enamel plaque for each Heritage Building(s), 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 house. Details of the design and location of the plaque are to be submitted for review and approval of the Town (Heritage Section);
- b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building(s):

“Purchasers 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 dwelling shall be subject to review and approval of plans by the Town.”

16. Other Town Requirements

16.1 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common

facilities such as school sites, municipal services, 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.

- 16.2 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.3 The Owner acknowledges and agrees that final approval of the draft plan of subdivision may be issued in phases provided that:
 - a) phasing is proposed in an orderly progression generally consistent with the phases identified in the approved Development Phasing Plan; and,
 - b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 20 for each phase.
- 16.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
 - the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
 - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town
- 16.5 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Riverwalk Drive.

17. Region of York

- 17.1 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.
- 17.2 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the York Region Transportation and Works Department for review and approval, shall explain all transportation issues and

shall recommend mitigative measures for these issues. This report shall be submitted to the York Region Transportation and Works Department for review.

- 17.3 The Owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, to implement the recommendations of the functional transportation report/plan as approved by the York Region Transportation and Works Department.
- 17.4 The Owner shall submit detailed engineering drawings, to the York Region Transportation and Works Department for review and approval that incorporate the recommendations of the functional transportation report/plan as approved by the York Region Transportation and Works Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility location plans, pavement markings, intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
- 17.5 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 Ninth Line of sufficient width to provide a minimum of 18 metres from the centreline of construction of Ninth Line; and
 - b) a 0.3 metre reserve across the full frontage of the site where it abuts Ninth Line.
- 17.6 The applicant is required to submit a plan of survey illustrating required property dedications and reserves, to the satisfaction of the York Region Transportation and Works Department.
- 17.7 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 the conveyance of lands.
- 17.8 The applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of Ninth Line.
- 17.9 If the present Ninth Line ownership is transferred over to the jurisdiction of the Town of Markham, then Conditions 17.5 to 17.9 are not applicable.
- 17.10 Direct vehicle access to Ninth Line By-Pass from any development blocks abutting Ninth Line By-Pass will not be permitted. Access must be obtained through the internal road network.
- 17.11 Any existing driveway(s) along York Region road frontage of this subdivision must be removed as part of the subdivision work, at no cost to York Region.

- 17.12 The owner shall agree in the subdivision agreement, in wording satisfactory to the York Region Transportation and Works Department, to provide for the installation of visual screening between Street '9' and Ninth Line By-Pass, consisting of either a screening fence or a combination of a berm or planting, to a maximum of 1.8 metres in height, to be located entirely within the right-of-way of the local streets. The Owner shall submit to the York Region Transportation and Works Department for review and approval, landscape plans showing the proposed planting for headlight screening purposes.
- 17.13 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.
- 17.14 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".
- 17.15 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.
- 17.16 The owner shall agree in the subdivision agreement to construct sidewalks along the full frontage of streets that will have transit services. Sidewalks shall be constructed on both sides of the streets unless only one side of the street lies within the limits of the subject lands. Future York Region Transit (YRT) services are planned for the following roadways:
- Ninth Line By-pass

- Fieldside Street (peak period service)
- Riverwalk Drive (peak period service)

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.).

- 17.17 The Owner shall agree in the subdivision agreement to provide a concrete pedestrian access from Street ‘9’ to Ninth Line By-Pass.

The concrete pedestrian access shall be provided at no cost to York Region and concurrent with construction of necessary sidewalks. The concrete pedestrian access 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.).

- 17.18 A future bus stop will be located at the following location:

ON Street	AT Street	Location
Fieldside St	Street 5	NW corner

The passenger standing area will be constructed by YRT.

- 17.19 Prior to final approval, the owner shall submit drawings showing the sidewalk locations and concrete pedestrian access to the satisfaction of the York Region Transportation and Works Department.
- 17.20 The owner shall agree in the subdivision agreement to advise all potential purchasers of the possible 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.
- 17.21 The owner shall agree in the subdivision agreement to the installation of illumination, in accordance with York Region and Municipal design standards, along all streets which will have transit services, sidewalks, pedestrian access and bus stop locations.
- 17.22 Prior to Final Approval the Owner shall provide a duly executed/signed copy of the local subdivision agreement outlining all of the requirements of York Region.
- 17.23 The owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law DC-0005-2003-050.

17.24 The Region of York Planning and Development Services Department shall advise that Conditions 17.1 to 17.24 inclusive, have been satisfied.

18. Toronto and Region Conservation Authority

18.1 Prior to initiation of grading and prior to the registration of this plan or any phase thereof, the Owner shall submit for review and approval of the Toronto and Region Conservation Authority (TRCA), the following:

- a) A detailed report that describes the describes the storm drainage system for the proposed development of the subject lands. This report shall include:
 - 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?;
 - stormwater management techniques which may be required to control minor or major flows;
 - proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction;
 - 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
 - overall grading plans for the subject lands.

18.2 That this draft plan of subdivision be subject to red-line revision in order to meet the requirements of Condition 18.1, if necessary.

18.3 That the applicant obtain any necessary permits under Ontario Regulation 158.

18.4 That the owner 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 18.1
- b. to obtain a permit for the works described in conditions 18.1 and 18.3 above;
- c. prior to initiation of any grading or construction in the site, to erect a temporary snow fence or other suitable barrier along the limits of the natural features to the

satisfaction of the TRCA. This barrier shall remain in place until all grading and construction on the site are completed.

- 18.5 Prior to final approval of the draft plan, the owner shall provide a signed copy of the subdivision agreement to the TRCA, which agreement shall include all requirements of the TRCA.

19. Canadian National Railway

- 19.1 The Owner acknowledges and understands that the Zoning By-law shall require a minimum dwelling setback from the railway right-of-way of 30 metres.
- 19.2 Prior to final approval of the draft plan of subdivision, the Owner shall engage a consultant to undertake an analysis of noise and vibration and provide abatement measures necessary to achieve the maximum level limits set by the Ministry of Environment and Canadian National Railway Company. Upon review and approval of the noise and vibration reports, all recommendations provided should be included in the subdivision agreement.
- 19.3 The Owner shall covenant and agree in the subdivision agreement, in wording satisfactory to CN, to the following:
- (a) Construct and maintain an earthen berm a minimum of 2.5 metres above grade at the property line, having side slopes not steeper than 2.5 to 1, adjoining and parallel to the railway right-of-way with returns at the ends.
 - (b) Construct and maintain an acoustic barrier along the top of the berm of a minimum combined height of 5.5 metres above top-of-rail. The acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. The Railway may consider other measures, subject to the review of the noise report.
 - (c) Install and maintain a chain link fence of minimum 1.83 metres height along the mutual property line.
 - (d) That any proposes alterations to the existing drainage pattern affecting Railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- 19.4 The Owner shall covenant and agree in the subdivision agreement to include the following warning clause in all Agreements of Purchase and Sale and/or Lease for each dwelling unit. The Owner covenants and agrees to register this paragraph separately against the title for all the subject lands as a restrictive covenant, it being the intention of this paragraph that the said following covenant shall run with the subject lands:

“WARNING: CANADIAN NATIONAL RAILWAY COMPANY OR ITS ASSIGNS OR SUCCESSORS IN INTEREST HAS OR HAVE A RIGHT-OF-WAY WITHIN 300 METRES FROM THE LAND THE SUBJECT HEREOF. THERE MAY BE ALTERATIONS TO OR EXPANSIONS OF THE RAIL FACILITIES ON SUCH RIGHT-OF-WAY IN THE FUTURE INCLUDING THE POSSIBILITY THAT THE RAILWAY OR ITS ASSIGNS OR SUCCESSORS AS AFORESAID MAY EXPAND THE OPERATIONS, WHICH EXPANSION MAY AFFECT THE LIVING ENVIRONMENT OF THE RESIDENTS IN THE VICINITY, NOTWITHSTANDING THE INCLUSION OF ANY NOISE AND VIBRATION ATTENUATING MEASURES IN THE DESIGN OF THE DEVELOPMENT AND INDIVIDUAL DWELLING(S). CN WILL NOT BE RESPONSIBLE FOR ANY COMPLAINTS OR CLAIMS ARISING FROM USE OF SUCH FACILITIES AND/OR OPERATIONS ON, OVER OR UNDER THE AFORESAID RIGHT-OF-WAY.”

- 19.5 The Owner shall through restrictive covenants to be registered on title and all Agreements of Purchase and Sale and/or Lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
- 19.6 The Owner shall enter into an Agreement with CN, stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
- 19.7 The Owner shall grant CN an environmental easement for operational noise and vibration emissions, registered on title against the subject lands in favour of CN.

20. Canadian Pacific Railway

- 20.1 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.
- 20.2 The Owner covenants and agrees in the subdivision agreement to include a clause in all Offers of Purchase and Sale and/or Lease and in the title deed or lease of each dwelling within 300 metre of the 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.

21. External Clearances

21.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- (a) Canada Post shall advise that Conditions 12.3 to 12.6 have been satisfied.
- (b) The Ministry of Culture shall advise that Conditions 15.1 and 15.2 have been satisfied.
- (c) The Manager of Heritage Planning shall advise that Conditions 15.3 to 15.8, inclusive, have been satisfied.
- (d) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 10.1 and 17.1 to 17.24, inclusive, have been satisfied.
- (e) The Toronto and Region Conservation Authority shall advise that Conditions 18.1 to 18.5, inclusive, have been satisfied.
- (f) Canadian National Railway shall advise that Conditions 19.1 to 19.7 have been satisfied.
- (g) Canadian Pacific Railway shall advise that Conditions 20.1 and 20.2 have been satisfied.

Last revised: June 14, 2006

APPENDIX 'B'

EXPLANATORY NOTE

BY-LAW 2006 -

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

Winter Garden Estates Inc.
19TM-030015 Phase 2
Part of Lots 3-5, Concession 9

LANDS AFFECTED

The by-law applies to a 14.75 ha (36.4 ac.) property, located south of 14th Avenue, east of 9th Line, in the Box Grove Secondary Plan Area.

EXISTING ZONING

The lands subject to this By-law are presently zoned Rural Residential Four (RR4) and Agricultural One (A1) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of this by-law is to delete the lands from By-law 304-87, as amended, so that they may be incorporated into By-law 177-96, as amended, to permit 230 residential dwelling units, two existing heritage dwellings and a parkette. By-law 304-87 is the Town's rural area by-law. By-law 177-96 is the Town's expansion area by-law.

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

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

1. By-law 304-87, as amended, be and the same is hereby further amended by deleting the lands outlined 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 until By-law 2006-XX, amending By-law 177-96, as amended, comes into force 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.

EXPLANATORY NOTE

BY-LAW 2006 -

A by-law to amend By-law 194-82, as amended

Winter Garden Estates Inc.
19TM-030015 Phase 2
Part of Lots 3-5, Concession 9

LANDS AFFECTED

The by-law applies to a portion of 14.75 ha (36.4 ac.) property, located south of 14th Avenue, east of 9th Line, in the Box Grove Secondary Plan Area.

EXISTING ZONING

The lands subject to this By-law are presently zoned Single Family Rural Residential (RRH) by By-law 194-82, as amended.

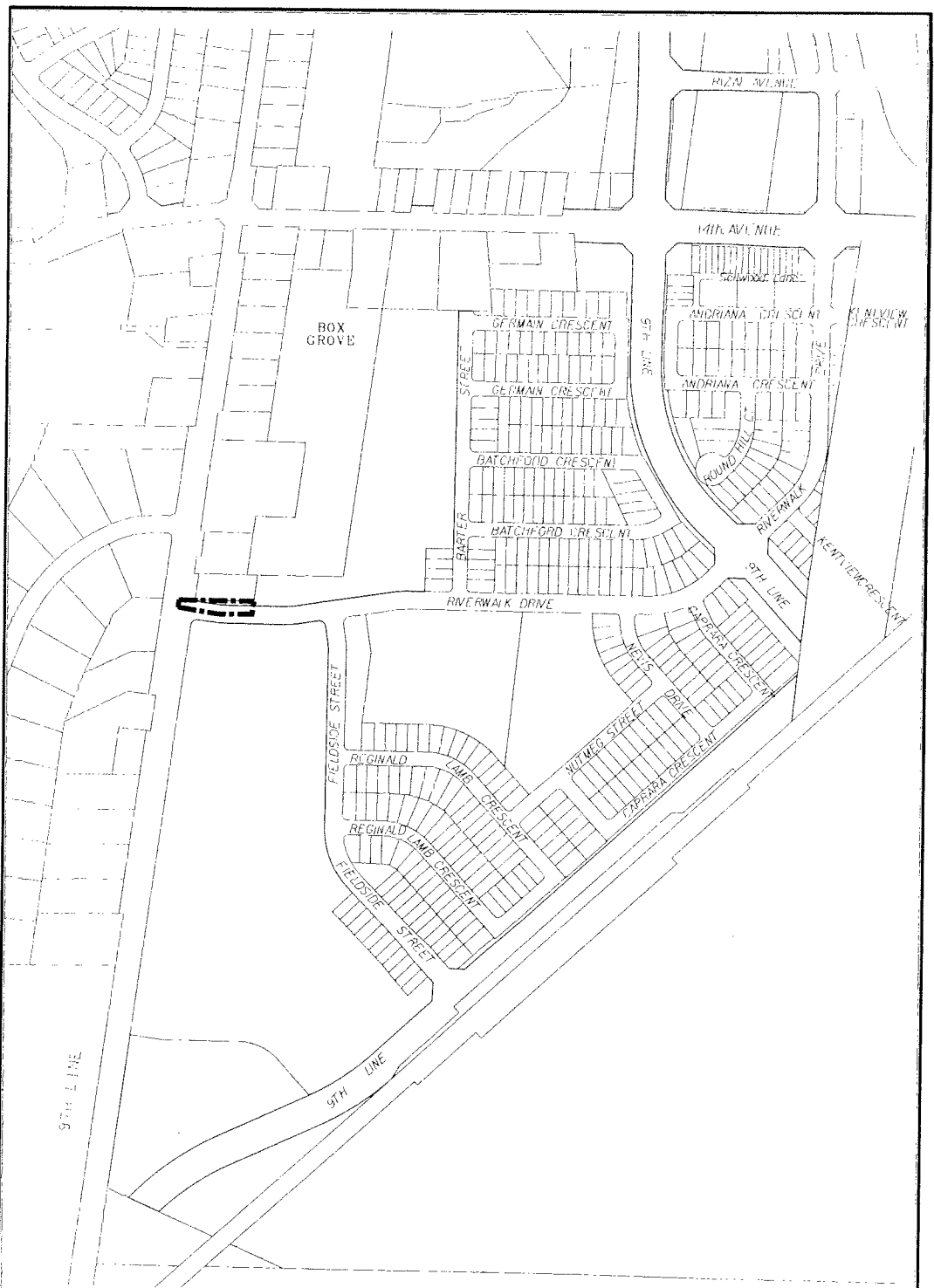
PURPOSE AND EFFECT

The purpose and effect of this by-law is to delete the lands from By-law 194-82, as amended, so that they may be incorporated into By-law 177-96, as amended, to permit an open space zone. By-law 304-87 is the Town's rural area by-law. By-law 177-96 is the Town's expansion area by-law.

A by-law to amend By-law 194-82, as amended

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

1. By-law 194-82, as amended, be and the same is hereby further amended by deleting the lands outlined on Schedule 'A' attached hereto from the designated area of By-law 194-82, as amended.
2. This by-law shall not come into force until By-law 2006-XX, amending By-law 177-96, as amended, comes into force 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 194-82, as amended, not inconsistent with the provisions of this by-law shall continue to apply.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 194-82



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 1:6000

EXPLANATORY NOTE

BY-LAW 2006 -

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

Winter Garden Estates Inc.
19TM-030015 Phase 2
Part of Lots 3-5, Concession 9

LANDS AFFECTED

The by-law applies to a 14.75 ha (36.4 ac.) property, located south of 14th Avenue, east of 9th Line, in the Box Grove Secondary Plan Area.

EXISTING ZONING

The lands subject to this By-law are presently zoned Single Family Rural Residential (RRH) by By-law 194-82, as amended, and Rural Residential Four (RR4) and Agricultural One (A1) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of this by-law is to incorporate the lands into appropriate residential zone category within By-law 177-96, as amended. The proposed zoning designation is Residential Two (R2), with exceptions, Residential Two – Lane Access (R2-LA), with exceptions and Open Space (OS1) which will permit the proposed 230 residential units, 2 heritage dwellings and a parkette, and townhouse development in conjunction with an abutting subdivision.

BY-LAW 2006-XXX

A by-law to amend Urban Expansion Area Zoning By-law 177-96, as amended
(To implement Draft Plan 19TM-030015, Phase 2 in the Box Grove Community)

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

1. By-law # 177-96, as amended, is hereby further amended as follows:
 - 1.1 By expanding the designated area of the By-law to include those lands comprising Part of Lots 3, 4 and 5, Concession 9 as more particularly outlined on Schedule 'A' hereto;

- 1.2 By zoning the lands:

Residential Two*224*323	R2*224*323
Residential Two*224*323 (Hold 1)	R2*224*323(H1)
Residential Two*224*324	R2*224*324
Residential Two*224*325	R2*224*325
Residential Two – Lane Access*224*225 (Hold 2)	R2*224*225(H2)
Open Space One	OS1

2. By adding the following new subsections 7.323 – 7.325 to Section 7 – Exceptions;

“7.323 South of 14th Avenue, east of 9th Line, Box Grove
Secondary Plan Area – Winter Garden Estates Inc. Phase 2

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *323 on the Schedules to this By-law. All other provisions of this by-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

a) Special Parking Provisions

- i) Driveways that cross a front lot line and are used for the parking of motor vehicles and/or are used to access a single detached, semi-detached or townhouse dwelling unit shall be located:
 - a) No closer to an interior side lot line than the minimum distance requirement for the main building from the interior side lot line; and

b) No closer to an exterior side lot line than the minimum distance requirement for the main building from the exterior side lot line.

ii) Driveways that cross an exterior lot line and are used for the parking of motor vehicles and/or are used to access a single detached, semi-detached or townhouse dwelling unit shall be located:

a) No closer to a rear lot line than the minimum distance requirement for the main building from the rear side lot line; and

b) No closer to a front lot line than the minimum distance requirement for the main building from the front lot line.

7.324 South of 14th Avenue, east of 9th Line, Box Grove Secondary Plan Area – Winter Garden Estates Inc. Phase 2

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *324 on the Schedules to this By-law. All other provisions of this by-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

a) Zone Standard

i) The minimum required rear yard setback shall be 5.0 metres.

7.325 South of 14th Avenue, east of 9th Line, Box Grove Secondary Plan Area – Winter Garden Estates Inc. Phase 2

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *325 on the Schedules to this By-law. All other provisions of this by-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

a) Zone Standard

i) The minimum required exterior side yard setback shall be 1.8 metres.”

3.0 HOLDING PROVISION:

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

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

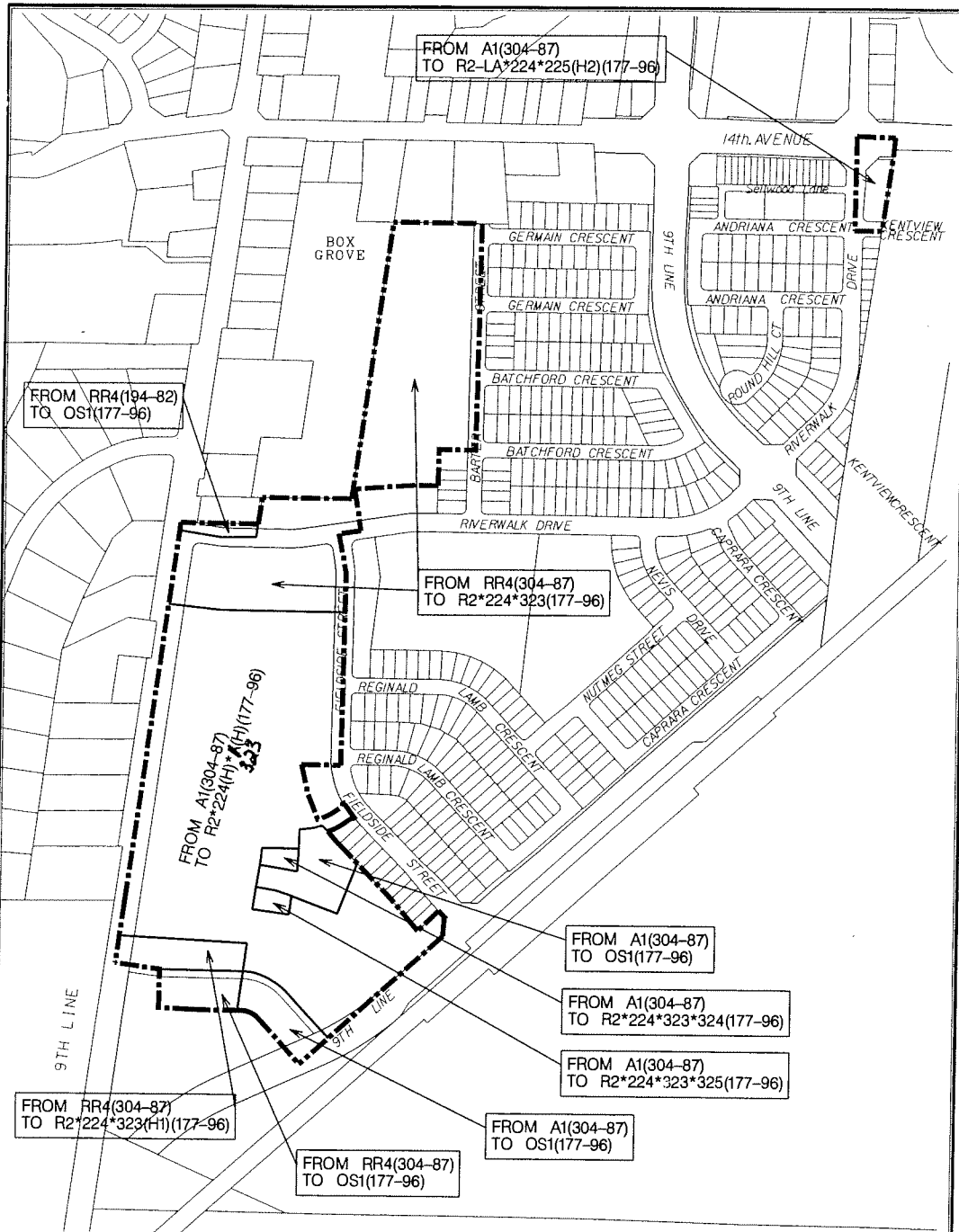
3.1 The following Holding provisions shall apply to the lands zoned Residential Two*224*323 (Hold 1) - R2*224*323 (H1) as more particularly outlined on Schedule 'A' hereto:

- a) The Holding provision (H1) shall not be lifted until the Markham By-pass Link has been constructed, to the satisfaction of the Town.

3.2 The following Holding provisions shall apply to the lands zoned Residential Two – Lane Access *224*225 (Hold 2) – R2-LA*224*225 (H2) as more particularly outlined on Schedule 'A' hereto:

- a) The Holding provision (H2) shall not be lifted until the lands have been assigned servicing allocation by the Town.

3. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.



DEVELOPMENT SERVICES COMMISSION

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

	BOUNDARY OF AREA COVERED BY THIS BY-LAW		ZONE BOUNDARY
	RESIDENTIAL TWO-LANE ACCESS ZONE		AGRICULTURAL ONE ZONE
	RESIDENTIAL TWO ZONE		OPEN SPACE ONE ZONE
	RURAL RESIDENTIAL FOUR ZONE		EXCEPTION NUMBER
	SINGLE FAMILY RURAL RESIDENTIAL ZONE		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: 6000

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APPENDIX 'C'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-040015
(Home Sport Properties Ltd)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project Number P-388A, dated October 22, 2004 and with a last revision date of March 21, 2006 incorporating the following redline revisions:
 - any changes to the Plan resulting from any study required as a condition of draft plan approval;
 - any changes to the Plan required as a result of the Region of York's conditions of draft plan approval.
- 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 shall covenant and agree in the subdivision agreement that Blocks 44-56 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.
- 1.6 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 a water supply allocation has not been confirmed by the Developers Group Trustee and the Town.
- 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.
- 1.8 The Owner, along with other Box Grove Participating Land Owners, 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 land owners, the Regional Municipality of York and the Town of Markham.

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 end of Streets '1','2' and '3' and along Block 56 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 and Participating Landowners, as noted in the Memorandum of Understanding, shall construct a Town Arterial Road to be operational within a timeframe related to the completion of the Hwy 407/Markham By-Pass interchange, to the satisfaction of the Town. The Owner shall agree and make provisions in the subdivision agreement to undertake the necessary approvals and construct within a 20 m right-of-way, an unlit, 2 lane, rural portion of the Town Arterial Road from the Hwy 407/Markham By-Pass interchange to the 9th Line realignment, should the Markham By-Pass Link not be constructed or should the Town Arterial Road not be secured through other acceptable means (i.e. registration of a plan of subdivision containing the road). The Owner may construct the road in stages and shall be required to construct the road over non-participating lands, at no cost to the Town, subject to the Town acquiring the lands.
- 2.7 Prior to registration of a sales trailer or model agreement, the Owner shall provide the Town with a Sidewalk and Transit Route Plan, in accordance with the 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 location.

- 2.8 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 road traffic on 9th Line, 14th 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. Tree Preservation and Landscaping

- 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) 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) 1.8 metre high privacy fencing on exterior rear side yards of residential units abutting roads and laneways
 - c) 1.8 metre high privacy fence along the rear side yard of lots 12, 13, 21 and 28 with a 1.2 metre maximum high wood fence extending from the privacy fence to the street line
 - d) 1.8 metre high privacy fencing along the rear lot lines of lots backing onto existing properties on 9th Line, in consultation with the owners of the existing properties
 - e) landscape buffer planting and privacy fencing within the abutting community park to the west to buffer lots 12, 13, 21 and 28 from the existing tennis court

- f) noise attenuation fencing in accordance with the approved noise study
 - g) fencing and planting of the walkway block
 - h) streetscape plan including street trees for all streets within the draft plan of subdivision
 - i) 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 submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, including trees on adjacent residential lots within 3 metres of the draft plan, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 4.4 The Owner shall covenant and agree in the subdivision agreement that the Owner shall prepare and submit site grading/tree preservation plans, with respect to 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.
- 4.5 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.
- 4.6 The Owner shall provide documentation for the natural features identified by the Town of Markham Official Plan Amendment No. 52 (Natural Features). This documentation is to show the mapping of the drip line by survey, an assessment of the possible impacts from development of the lands surrounding the designated areas, implementation of the recommendations of the natural features management plan, safeguards to preserve the woodlot features, and mitigating restorative measures required as a result of the proposed development.
- 4.7 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure

compliance with applicable tree preservation, fencing, streetscape, storm water management, buffer, walkway and other landscaping requirements.

- 4.8 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed above.
- 4.9 The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION 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 (IF SPECIFICALLY REQUIRED BY THE TOWN)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

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

- 4.10 The Owner shall covenant and agree to advise any utility carriers 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.

5. Parks and Open Space

- 5.1 The Owner covenants and agrees to work with the Developer’s Group to secure terms and conditions to the satisfaction of the Town which would guarantee, in perpetuity, the complete and unencumbered conveyance of all parkland, as required, within the Box Grove Secondary Plan Area, as shown within the approved Box Grove Community Design Plan.

- 5.2 The Owner covenants and agrees that should the terms and conditions, as set out in the Developer's Group Agreement, for the guaranteed conveyance of the all required parkland within the Box Grove Secondary Plan Area, not be satisfactory to the Town, then provision shall be made for lands at a location acceptable to the Town, within Phase 2 equivalent to the Owner's pro rata share of the deficiency of the overall parkland for Box Grove or a letter of credit, in an escalating amount tied to the value of the land. These lands or the letter of credit will be held by the Town until all the required parkland is conveyed to the Town.
- 5.3 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.
- 5.4 Prior to the registration of the first phase, the Owner agrees to convey to the Town, free of all costs and encumbrances, all Buffer Blocks within this draft plan. The Owner acknowledges and understands that these conveyances shall not comprise part of the required dedication for park purposes. These Blocks shall be conveyed in a physical condition which is satisfactory to the Town.
- 5.5 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, for the owners pro rata share of overall parkland in Box Grove to be returned upon conveyance of the required parkland to the satisfaction of the Town.
- 5.6 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. The park blocks shall be maintained until such time as the parks have been constructed and assumed by the town for maintenance. Other 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 on 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.
- 5.7 The Owner shall convey Block 57 to the Town for open space/walkway purposes, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 5.8 The Owner shall covenant and agree in the subdivision agreement to post approved copies of the Community Design Plan, Open Space Plans, Conceptual Park Development

Master Plans and Conceptual Facility Fit Plans for the park and school campus in all sales offices for dwelling units within the draft plan of subdivision.

- 5.9 The Owner shall include in the agreements of purchase and sale for lots 12, 13, 21 and 28 the following clause:

“PURCHASERS ARE ADVISED THAT THE EXISTING COMMUNITY PARK CONTAINS A TENNIS COURT FACILITY WITH NIGHT LIGHTING THAT MAY IMPACT THE USE OF THEIR PROPERTY.”

- 5.10 The Owner shall covenant and agree to pay \$30,000 towards the provision of landscape tree buffer planting between the existing tennis court and the new proposed lots.
- 5.11 That the valleyland/tree protection/siltation fence must be installed prior to the beginning of any movement of soil on the site. The Town shall require notification, in writing, that this fencing has been installed to the Town’s satisfaction and we shall inspect the fencing prior to the start of any grading or soil disturbances.

6. Stormwater Management

- 6.1 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.
- 6.2 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.
- 6.3 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. Municipal Services

- 7.1 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.
- 7.2 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 7.3 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).
- 7.4 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).
- 7.5 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).
- 7.6 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building 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. Community Design Plan and Architectural Control Guidelines

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

- 8.2 The Owner shall covenant and agree in the subdivision agreement to implement the approved Box Grove Community Architectural Design Guidelines prepared by John G. Williams Limited, Architect for the Developers Group.
- 8.3 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.
- 8.4 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.

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-040015.

10. Traffic Impact Study

- 10.1 Prior to final approval of the draft plan, the Owner shall prepare, in consultation with the Owners of other lands within the Box Grove Secondary Plan area, a Traffic Impact Study to the satisfaction of the Town and the Region of York. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the draft approved plan and subdivision agreement.

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 watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

12. Utilities

- 12.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town (Commissioner of Development Services) and authorized agencies.

- 12.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Markham Hydro, Consumers Gas, 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 covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

13. 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 agree in the subdivision agreement to pay the applicable Area Specific Development Charge (ASDC) for area 44B (By-law # 2004-244). The financial contribution will not be eligible for credits toward development charges. Should the final ASDC charge be higher than the Local Service Contribution, the Owner shall be responsible for paying any difference in the Local Service Contribution and the final ASDC amount.

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. Heritage

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 15.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.

16. Other Town Requirements

- 16.1 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, 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.
- 16.2 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.3 The Owner acknowledges and agrees that final approval of the draft plan of subdivision may be issued in phases provided that:
- a) phasing is proposed in an orderly progression generally consistent with the phases identified in the approved Development Phasing Plan; and,
 - b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 19 for each phase.
- 16.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
 - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town.
- 16.5 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Riverwalk Drive.

7. Region of York

- 17.1 The Region shall confirm that adequate water supply capacity and sewage treatment capacity are available and have been allocated to the Town of Markham for the development proposed within this draft plan of subdivision or any phase thereof.
- 17.2 Prior to final approval, the owner shall enter into an agreement with the Region of York, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-laws DC-0005-2003-050 and #DC-0005(a)-2005-060.

18. Toronto and Region Conservation Authority

- 18.1 Prior to final approval of the draft plan, the owner shall complete any required studies, relating to matters under the jurisdiction of the Toronto and Region Conservation Authority (including but not limited to the establishment of limits of development and environmental buffer zones associated with valleylands, the design of crossings of valleylands and storm water management), to the satisfaction of the Authority. The owner acknowledges and agrees that requirements resulting from these studies shall be incorporated into the draft plan of subdivision and the subdivision agreement as required.
- 18.2 Prior to final approval of the draft plan, the owner shall provide a signed copy of the subdivision agreement to the TRCA, which agreement shall include all requirements of the TRCA as outlined in their comments to the Town dated December 29, 2005.

19. External Clearances

- 19.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - (a) Canada Post shall advise Conditions 12.3 to 12.6 inclusive, have been satisfied.
 - (b) The Ministry of Culture shall advise that Conditions 15.1 and 15.2 have been satisfied.
 - (c) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 17.1 and 17.2, inclusive, have been satisfied.
 - (d) The Toronto and Region Conservation Authority shall advise that Conditions 18.1 and 18.2 have been satisfied.

APPENDIX 'D'

EXPLANATORY NOTE

BY-LAW 2006 -

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

Home Sport Properties Ltd.
19TM-040015
Part of Lot 5, Concession 9

LANDS AFFECTED

The by-law applies to a 3.32 ha (8.22 ac.) property, located south of 14th Avenue, east of 9th Line, in the Box Grove Secondary Plan Area.

EXISTING ZONING

The lands subject to this By-law are presently zoned Rural Residential Four (RR4) by By-law 304-87, as amended.

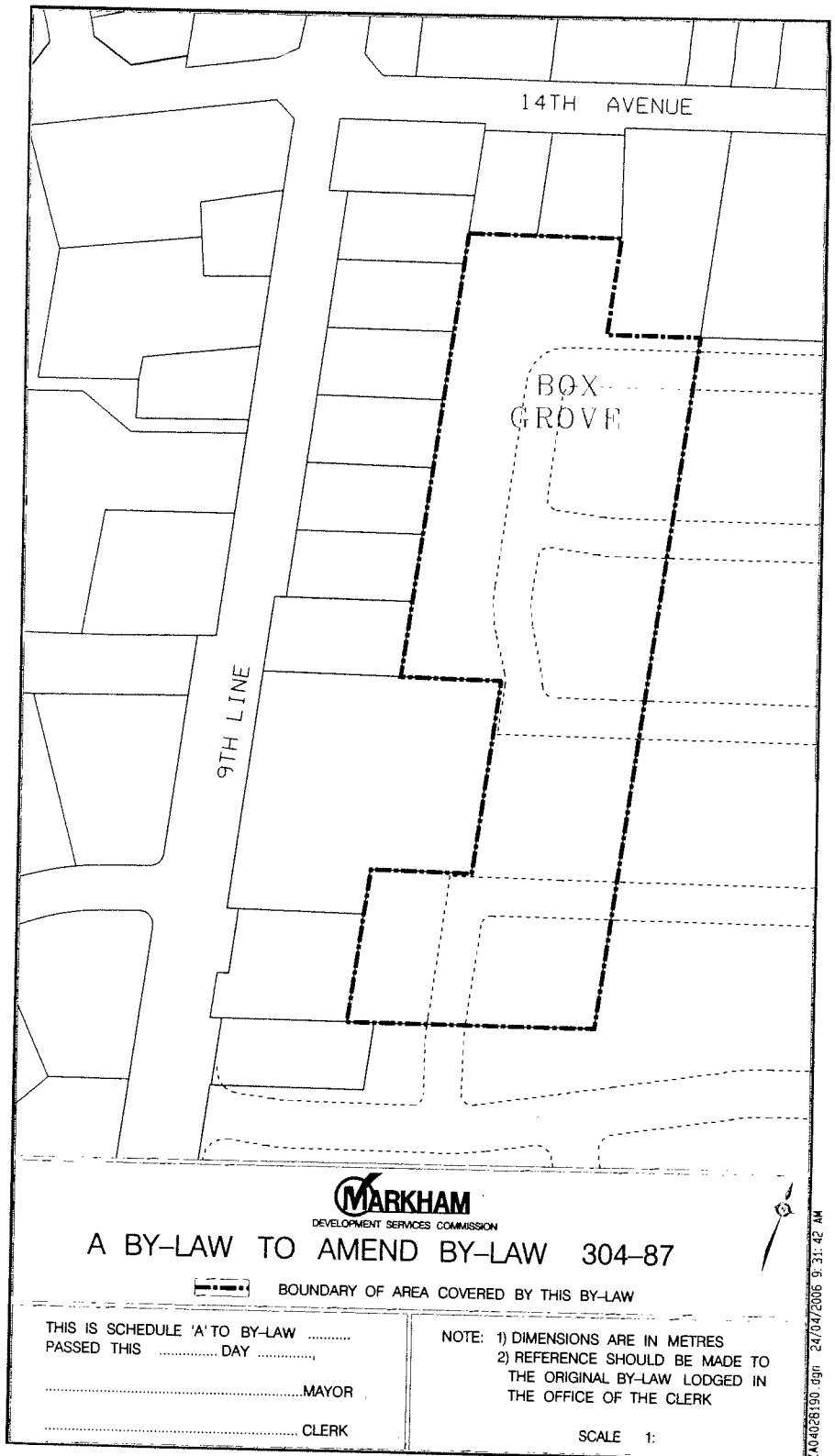
PURPOSE AND EFFECT

The purpose and effect of this by-law is to delete the lands from By-law 304-87, as amended, so that they may be incorporated into By-law 177-96, as amended, to permit 43 single detached lots and 12 part lots. By-law 304-87 is the Town's rural area by-law. By-law 177-96 is the Town's expansion area by-law.

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

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

1. By-law 304-87, as amended, be and the same is hereby further amended by deleting the lands outlined 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 until By-law 2006-XX, amending By-law 177-96, as amended, comes into force 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.



EXPLANATORY NOTE

BY-LAW 2006 -

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

Home Sport Properties Ltd.

19TM-040015

Part of Lot 5, Concession 9

LANDS AFFECTED

The by-law applies to a 3.22 ha (8.22 ac.) property, located south of 14th Avenue, east of 9th Line, in the Box Grove Secondary Plan Area.

EXISTING ZONING

The lands subject to this By-law are presently zoned Rural Residential Four (RR4) by By-law 304-87, as amended.

PURPOSE AND EFFECT

The purpose and effect of this by-law is to incorporate the lands into appropriate residential zone category within By-law 177-96, as amended. The proposed zoning designation is Residential Two (R2), with exceptions, which will permit the proposed 43 single detached units and 12 part lots.

BY-LAW 2006-XXX

A by-law to amend Urban Expansion Area Zoning By-law 177-96, as amended
(To implement Draft Plan 19TM-040015 in the Box Grove Community)

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

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

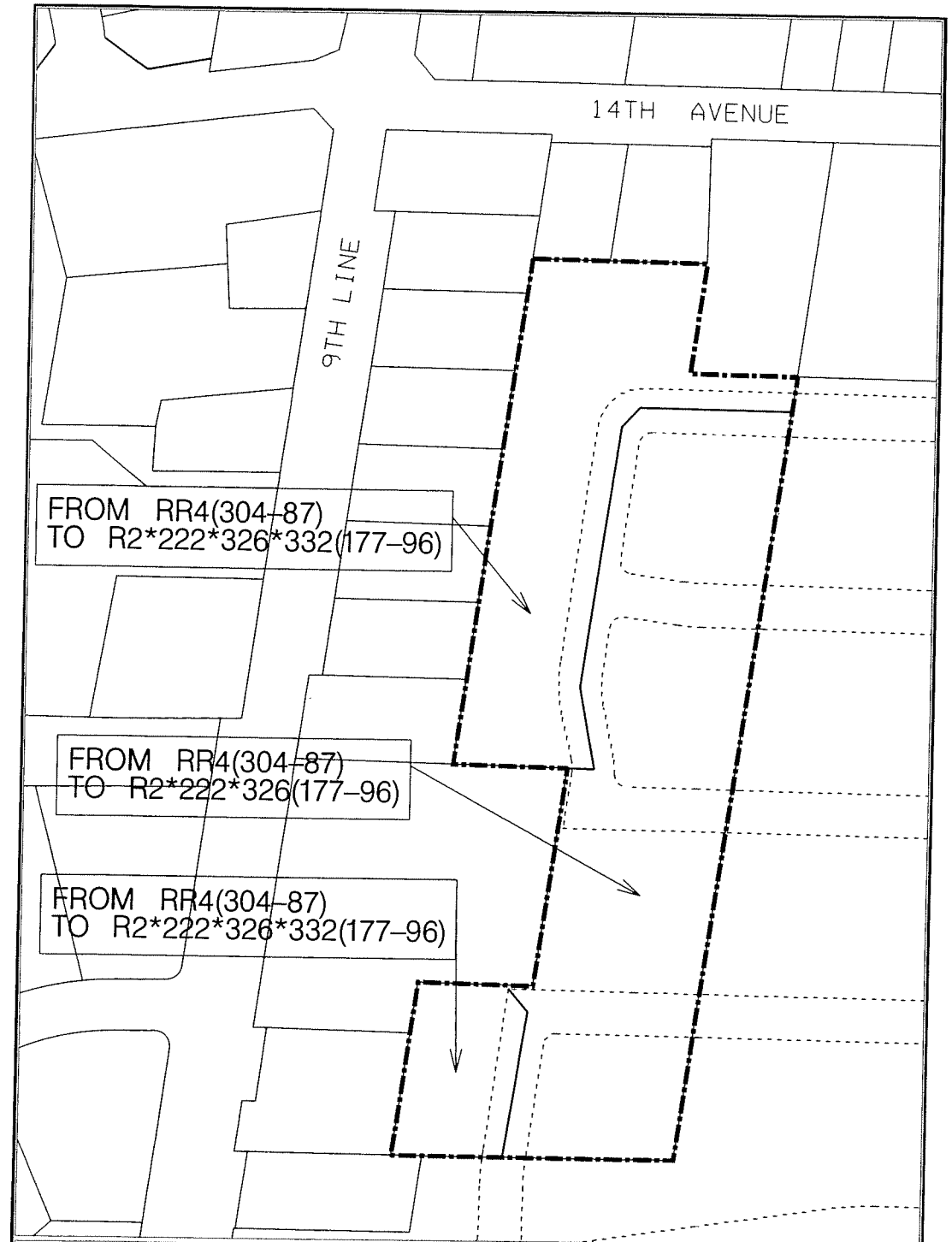
Residential Two*222*326	R2*222*326
Residential Two*222*326*332	R2*222*326*332
2. By adding the following new subsection 7.326 to Section 7 – Exceptions
 - “7.326 Special Parking Provisions
 - a) Driveways that cross a front lot line and are used for the parking of motor vehicles and/or are used to access a single detached, semi-detached or townhouse dwelling unit shall be located:
 - i) No closer to an interior side lot line than the minimum distance requirement for the main building from the interior side lot line; and
 - ii) No closer to an exterior side lot line than the minimum distance requirement for the main building from the exterior side lot line.
 - b) Driveways that cross an exterior lot line and are used for the parking of motor vehicles and/or are used to access a single detached, semi-detached or townhouse dwelling unit shall be located:
 - i) No closer to a rear lot line than the minimum distance requirement for the main building from the rear side lot line; and
 - ii) No closer to a front lot line than the minimum distance requirement for the main building from the front lot line.

7.332 Zone Standards

a) The following specific zone standards apply:

i) maximum *height* – 2 storeys”

3. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.



DEVELOPMENT SERVICES COMMISSION

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



BOUNDARY OF AREA COVERED BY THIS BY-LAW

☐ RR4 RURAL RESIDENTIAL FOUR

☐ *No. EXCEPTION SECTION NUMBER

☐ R2 RESIDENTIAL TWO

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: