

APPENDIX 'A'
CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-04004
(CORNELL ROUGE DEVELOPMENT CORP.)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc. identified as Project No. P-566, latest revision date, January 31, 2006, incorporating the following redline revisions:
 - Refine the geometry of the intersection of Street "2" with Street "4" to the satisfaction of the Town.
- 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 XXX, 2009 unless extended by the Town upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 304-87 and 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations from studies required as a condition of draft approval including, but not limited to, the Cornell Road Standards Update, Update to the Traffic Impact Study for the Cornell community, Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, Functional Traffic Study and Noise Feasibility Study as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

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 and lanes 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.
- 2.4 The Owner shall convey any required 0.3m reserves 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 or lanes 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. The design of the temporary turning circles or lanes and any implications on surrounding land use shall be addressed in the subdivision agreement to the satisfaction of the Town. The Owner shall provide to the Town temporary easements, as required and at no cost, as may be required for these facilities.
- 2.6 The Owner shall covenant and agree to make revisions to the proposed plan with regard to rights-of-way prior to final approval as may be required by the following studies and requirements:
- Update to Traffic Impact Study for the Cornell community
 - Internal functional traffic study which shall review internal traffic issues (lane requirements, turning lanes, intersection signalization, road cross sections, transit requirements, bicycle routes/requirements, street parking analysis and review, pedestrian and sidewalk requirements, road geometrics, daylighting requirements, traffic calming requirements, etc.)
 - Internal Servicing Study (may identify additional right-of-way easements to address servicing issues)
- 2.7 The Owner shall covenant and agree to implement traffic calming measures as identified in the Internal Functional Traffic Study.
- 2.8 The Owner shall covenant and agree to implement additional traffic calming measures prior to assumption of the plan of subdivision if it is determined by the Town that additional traffic calming measures are required.

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, air traffic 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. The Owner shall acknowledge and agree in the subdivision agreement that the Town will not accept fencing over 2 metres high for noise mitigation purposes and therefore the plan may need to be revised to allow berming or other alternative noise solutions.

- 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 Cornell Public Realm Design Guidelines, 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, consistent with Cornell Rouge Development Corp., Phase 1. The size, spacing and species selected shall be to the satisfaction of the Town.
 - b) Fencing:
 - wood fences for corner lots as required
 - noise attenuation fencing and berms as identified in the Noise Impact Study and approved by the Noise Engineering Consultant
 - c) remediation and restoration works as determined by the Woodlot Management Plan/Study.
 - d) any other landscaping as determined by the Community Design Plan and the Environmental Master Drainage 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, 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 prior to the issuance of building permits.

- 4.5 The Owner shall covenant and agree to prepare and submit a Woodlot Management Study/Plan for Woodlot Block 171 to the satisfaction of the Town. Any requirements or recommendations resulting from this study/plan shall be incorporated into the subdivision agreement to the satisfaction of the Town.
- 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 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, woodlot management, fencing, streetscape, buffer and other landscaping requirements.
- 4.8 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Conditions 4.1 and 6.2.
- 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)
- TREE PLANTING ON LOTS ABUTTING LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- REAR LOT LINE FENCING (IF SPECIFICALLY REQUIRED BY THE TOWN)
- CORNER LOT FENCING
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL AND PARK BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN

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

5. Parks and Open Space

- 5.1 The Owner shall convey Block 170 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 shall convey to the Town Woodlot Block 171, free of all costs and encumbrances and to the satisfaction of the Town, upon registration of the plan of subdivision. These lands shall not comprise part of the parkland dedication requirement and the Owner will receive no credit for the dedication.
- 5.3 The Owner acknowledges and agrees that the area of parkland to be conveyed to the Town within the plan of subdivision is based on the neighbourhood park component of the overall parkland dedication. The Owner further acknowledges and agrees that the community park component (1 acre per 1000 persons) will be used for parkland to be located in the centre of the ultimate Cornell community, in accordance with the Revised Cornell Community Structure and Open Space Master Plan.
- 5.4 As security for the Owner's pro rata share of overall parkland in Cornell, the Owner agrees to submit to the Town a letter of credit, to the value of any parkland deficiency as determined by the Town, which amount may be drawn at any point in time to be determined at the sole discretion of the Town and when so drawn shall be deemed to be cash-in-lieu of parkland.
- 5.5 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.

- 5.6 The Owner shall covenant and agree in the subdivision agreement and any temporary sales office agreements to post approved copies of any Facility Fit Plans, Open Space Plans and Conceptual Park Development Master Plans in all sales offices for dwelling units within the draft plan of subdivision.

6. Pilot Project for Reduced Lot Depth

- 6.1 The semi-detached lots within this plan of subdivision (14 lots, accommodating 28 dwelling units) have been established at a minimum depth of 25 metres based on the homes being developed with attached garages, whereas the majority of the lots in Cornell

Phase 1 have a minimum depth of 30 metres and have been developed with homes having detached garages.

The Owner acknowledges that these reduced depth semi-detached lots have been accepted by the Town for this subdivision subject to the following conditions:

1. The 25 metre lot depth and associated development standards are being accepted by the Town on a pilot basis, only for this plan of subdivision.
2. The Town has not taken a position that this lot depth and associated development standards are acceptable for general application to future phases of Cornell.
3. The Town will undertake a review of the 25 metre lot depth and associated development standards to determine whether they are acceptable for general application to future phases of Cornell. This review will take place once 50% of the buildings on lots in this subdivision have been occupied for a minimum of 6 months and the tree planting and fencing referred to in Condition 6.2 has been completed.
4. The Town will not consider applications for the further general application of the 25 metre lot depth until the Council of the Town of Markham has received a staff report and has endorsed by resolution regarding the continued use of this lot depth and associated development standards in future phases of Cornell.

- 6.2 The Owner shall covenant and agree in the subdivision agreement to the following special requirements for the semi-detached lots:

To construct a fence along the entire rear lot line adjoining the lane, except where there is a driveway. The height the design of the fence shall be to the satisfaction of the Town.

To plant one tree in the rear yard of each dwelling adjoining the lane. The size and species selection shall be to the satisfaction of the Town.

- 6.3 The Owner shall include the following clauses in all offers of purchase and sale for the semi detached dwellings:

“PURCHASERS ARE ADVISED THAT:

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 SYSTEM IS IMPLEMENTED BY THE TOWN.”

7. Stormwater Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the Town and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 7.2 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the Town.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal permit in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.

8. Municipal Services

- 8.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to adequate sanitary sewer capacity being allocated by the Region of York and water supply being allocated to the subdivision by the Town.
- 8.2 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town, a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 8.3 The Owner shall 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.
- 8.4 The Owner shall covenant and agree in the subdivision agreement that they shall be required to pay for and construct roads, lanes, bicycle paths, curbs, gutters, sidewalks (in accordance with the applicable Council policy) and any associated passenger standing areas and shelter pads required by York Region Transit, underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 8.5 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.

- 8.6 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 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.
- 8.7 The servicing allocation for the 204 units within this plan of subdivision will be assigned from the total allocation available for the Cornell Secondary Plan area. The Owner acknowledges that the Town may revoke or withdraw a servicing allocation if, in the Town's opinion, no reasonable progress has been made by the Owner to implement the approvals contained herein.
- 8.8 The Owner shall covenant and agree in the subdivision agreement to pay their proportionate share of the Hwy 48 flow control measures to the satisfaction of the Director of Engineering.

9. Community Design Plan and Architectural Control Guidelines

- 9.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the approved Cornell Public Realm Design guidelines into all municipal works, site plan and building permit applications within the plan of subdivision.
- 9.2 The Owner shall retain a design consultant to revise the Cornell Architectural Control guidelines in conformance with the Town's Generic Architectural Control Guidelines, to be submitted to the Town for approval prior to final approval of the plan and shall covenant and agree in the subdivision agreement to implement the architectural control guidelines.

10. Developers Group Agreement, Development Phasing Plan and Development Phasing Agreement

- 10.1 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 Secondary Plan PD 29-1 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.
- 10.2 The Owner covenants and agrees to be bound by the updated to the Development Phasing Plan for the Cornell Community, dated November 21, 2003 and by the Development

Phasing Agreement dated May 19, 2004 between the Cornell Landowners Group and the Town.

- 10.3 The Owner covenants and agrees that the plan of subdivision of any phase thereof shall not be released for registration by the Town until the Owner delivers a release to the Town from the Trustee of the Developers Group Agreement to the effect that all conditions of the said Group Agreement have been met to the satisfaction of the Trustee.

11. Traffic Impact Study for the Cornell Community

- 11.1 Prior to final approval of the draft plan, the Owner shall prepare, in consultation with the Owners of other lands within the Cornell Secondary Plan area, an update to the 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.

12. Easements

- 12.1 The Owner shall grant required easements (temporary and/or permanent) to the appropriate authority for public utilities, drainage purposes or temporary turning circles or lanes, 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.

13. Utilities

- 13.1 The Owner shall covenant and agree in the subdivision agreement to pay for, as required, and construct hydro electric, telephone, gas and television cable services, and any other form of telecommunication services. Utilities 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.
- 13.2 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, Enbridge Gas Distribution Inc., telecommunications companies, etc.
- 13.3 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.
- 13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 The locations of all major above ground utility installations shall be approved by the Town.

14. Development Charges

14.1 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.

15. Environmental Clearance

15.1 Prior to final approval of the draft plan, the owner shall submit a Phase 1 EA report prepared by a professional engineering consultant or equivalent, in accordance with MOE guidelines or other guidelines as appropriate, for all lands to be conveyed to the Town, to the satisfaction of the Town. This shall include a certification that all existing wells and septic systems have been decommissioned in accordance with MOE requirements.

15.2 The Owner shall covenant and agree to ensure and certify that all requirements that may be applicable pursuant to the Municipal Class Environmental Assessment have been addressed.

16. Heritage

- 16.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner shall carry out an archaeological assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of archaeological resources, and further to mitigate any identified adverse impacts to significant archaeological 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 and archaeological resources have been addressed in accordance with licensing and resource conservation requirements.
- 16.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the archaeological resource assessment, to the satisfaction of the Town and the Ministry of Culture.

17. Other Town Requirements

- 17.1 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 17.2 The Owner acknowledges and agrees that final approval of the draft plan of subdivision may be issued in phases provided that:
- a) phasing is proposed in an orderly progression generally consistent with the phases identified in the approved Development Phasing Plan; and,
 - b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 20 for each phase.
- 17.3 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to the existing Markham By-pass.

18. Markham Homebuyers Guide

- 18.1 The owner shall provide at there own expense printed copies of the Town of Markham Home Buyers Guide, available from the Town's website, www.markham.ca at all sales centres for distribution to potential home owners.

9. Region of York

- 19.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Markham and the Regional Planning and Development Services Department.
- 19.2 Prior to final approval, the Regional Transportation and Works Department, Water Wastewater Branch 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 the draft plan of subdivision or any phase thereof.
- 19.3 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 Regional Transportation and Works Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 19.4 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation and Works Department, to implement the recommendations of the functional transportation report/plan as approved by the Regional Transportation and Works Department.
- 19.5 The Owner shall submit detailed engineering drawings, to the Regional Transportation and Works Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Regional 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, utility location plans, pavement markings, intersection signalization and illumination design, traffic control/construction staging plans, x-sections at 20m intervals across the site where it abuts regional roads and landscape plans.
- 19.6 The location and design of the construction access for the subdivision work shall be done to the satisfaction of the Regional Transportation and Works Department.
- 19.7 The Owner shall engage the services of a consultant to prepare and submit for review a noise study to the satisfaction of the Regional Transportation and Works Department. The study shall recommend noise attenuation features and the Owner shall agree to implement these noise attenuation features to the satisfaction of the Regional Transportation and Works Department.
- 19.8 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to all lots that front or abut onto a Regional road and any other lots that are effected by the inclusion of noise attenuation features:

“Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual dwelling units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants.”

19.9 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation and Works Department, that any required transit facilities shall designed be to the satisfaction of the Town of Markham and the Regional Transit Branch. The developer shall coordinate with York Region Transit to determine final location of any required passenger standing areas and shelter pads.

19.10 The Owner shall include the following warning clause in the subdivision agreement and purchasing agreement.

“All potential purchasers are advised that the existing Markham By-pass and Cornell Rouge Boulevard may have transit service which may include the introduction of additional transit routes and/or facilities.”

19.11 Prior to final approval, the owners shall provide a signed copy of the subdivision agreement to the Regional Transportation and Works Department, outlining all requirements of the Regional Transportation and Works Department.

19.12 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-law DC-3-98-77.

20. York Region District School Board

20.1 Prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of Block 169. Block 169 shall contain not less than 2.7 hectares.

20.2 The owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:

- i) to grade Block 169 and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- ii) to remove any buildings on Block 169;
- iii) to remove trees, as required to accommodate school layout;
- iv) to provide a letter of credit pertaining to stockpiling and removal of topsoil as established in the latest version of Hanscomb’s Yardsticks for Costing Cost Data for the Canadian Construction Industry to the satisfaction of the Board;
- v) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the

- grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- vi) to construct a galvanized chain link fence, Type II 1 ½ “ mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
 - vii) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
 - viii) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
 - ix) to provide the foregoing at no cost to the Board;
 - x) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site a minimum of six boreholes shall be required and for a secondary school site a minimum of twelve boreholes shall be required; and
 - xi) to assume any upstream and downstream charges.
- 20.3 The owner shall submit to the York Region District School Board, at no cost to the Board, a report from a qualified consultant concerning:
- i) the suitability of Block 169 for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and
 - ii) the availability of natural gas, electrical, water, storm sewer and sanitary sewer services.
- 20.4 The owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition 20.3 ii) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- 20.5 The owner shall agree in the Subdivision Agreement to complete the reconstruction of the Markham Bypass which forms the west frontage of the school site when requested by the York Region District School Board.
- 20.6 Prior to final approval, that owner shall submit to York Region District School Board confirmation from the Town of Markham that school driveways with full turning movements can be taken off the Markham Bypass which forms the western boundary of the school site.
- 20.7 The owner shall agree in the subdivision agreement to provide a wider right of way along the eastern frontage of the school site, if required by the Board. The extra area to create the widening will be taken from the school site.
- 20.8 The Town of Markham shall submit to the York Region District School Board a certificate concerning:
- i) the availability of a satisfactory water supply; and

ii) an acceptable method of sewage disposal.

20.9 Prior to final approval, the owner shall submit to the York Region District School Board for review and approval, a copy of the final engineering plans as approved by the Town of Markham which indicate the storm drainage system and the overall grading plans for the complete subdivision area.

20.10 Prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.

20.11 Prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.

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

“PURCHASERS ARE ADVISED THAT UNLESS THE PROVINCIAL FUNDING MODEL PROVIDES SUFFICIENT FUNDS TO CONSTRUCT NEW SCHOOLS, THERE CAN BE NO ASSURANCE AS TO THE TIMING OF NEW SCHOOL CONSTRUCTION NOR A GUARANTEE AS TO THE TIMING OF NEW SCHOOL CONSTRUCTION NOR A GUARANTEE THAT PUBLIC SCHOOL ACCOMMODATION WILL BE PROVIDED WITHIN THE SUBJECT PLAN NOTWITHSTANDING THE DESIGNATION OF THE SCHOOL SITE.”

21. Toronto and Region Conservation Authority

21.1 Prior to the initiation of grading, and prior to the registration of this draft plan of subdivision or any phase thereof, the Owner shall submit to the Toronto and Region conservation Authority and the Town for review and approval the following:

- (a) A detailed engineering report that describes the storm drainage system for the proposed development including:
 - (i) plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - (ii) the location and description of all outlets and other facilities which may receive minor and major flows; and
 - (iii) proposed methods for controlling or minimizing erosion and siltation on-site and in downstream areas during and after construction.
- (b) overall grading plans for the subject lands.

21.2 That the Owner agree in the subdivision agreement, in wording acceptable to the TRCA:

- (i) To cause to be carried out the works referred to in condition 21.1
- (ii) To design and implement on-site erosion and sediment control measures in order to meet the requirements of the Federal Fisheries Act. Any increase in concentrations of suspended solids or sediment loading may be a violation of the Act.
- (iii) To maintain all stormwater management and erosion and sediment control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
- (iv) That the necessary stormwater management works be constructed to the satisfaction of the TRCA prior to the issuance of building permits by the Town of Markham.

21.3 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.

22. External Clearances

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

- (a) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 11.1 and 19.1 – 19.12 inclusive, have been satisfied.
- (b) The Toronto and Region Conservation Authority shall advise that Conditions 7.1 and 21.1 - 21.3 inclusive, have been satisfied.
- (c) The Ministry of Culture shall advise that Conditions 16.1 and 16.2 have been satisfied.
- (d) The York Region District School Board shall advise that Conditions 20.1-20.12 inclusive have been satisfied.

EXPLANATORY NOTE

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

Cornell Rouge Development Corporation (Madison Homes)
Part of Lots 13 and 14, Concession 9

The subject lands are located south of 16th Avenue, between the existing Markham By-pass and Reesor Road.

The lands are zoned Agricultural (A1) and Open Space (02) by By-law 304-87, as amended.

The purpose of the proposed amendment to By-law 304-87 is to delete the subject lands from the designated area of By-law 304-87.

The effect of the proposed zoning by-law amendments is to permit the subject lands to be developed with a plan of subdivision comprised of 204 residential units, an elementary school, a block to accommodate the existing woodlot and one park block.

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 described as Part of Lots 13 and 14, Concession 9, as outlined on Schedule 'A' hereto from the designated area of By-law 304-87.
2. This By-law shall not come into force and effect until By-law 2006 – XXX comes into force and effect, to incorporate the lands subject of this By-law into the designated area of By-law 177-96.

EXPLANATORY NOTE

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

Cornell Rouge Development Corporation (Madison Homes)
Part of Lots 13 and 14, Concession 9

The subject lands are located south of 16th Avenue, between the existing Markham By-pass and Reesor Road.

The lands are zoned Agricultural (A1) and Open Space (02) by By-law 304-87, as amended.

The purpose of the proposed amendment to By-law 177-96 is to add the lands to the designated area of By-law 177-96, and to apply "Residential" and "Open Space" zone categories to the subject lands.

The effect of the proposed zoning by-law amendments is to permit the subject lands to be developed with a plan of subdivision comprised of 204 residential units, an elementary school, a block to accommodate the existing woodlot and one park block.

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

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 By-law 177-96, as amended, to include those lands comprising part of Lots 13 and 14, Concession 9, as outlined on Schedule 'A' hereto.

- 1.2 By zoning the lands:

Residential Two * 190 *192
Residential Two *190 * 193
Residential Two *190 *192 *304
Open Space One
Open Space Two

- 1.3 By adding the following new subsections to Section 7 – EXCEPTIONS, to By-law 177-96:

**“7.304 Cornell Rouge
By-law #**

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *304 on the schedules to this by-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

7.304.1 Zone Standards

The following specific Zone Standards shall apply:

- a) The wall of the detached *private garage* that contains the opening for *motor vehicle* access shall be set back no further than 1.5 metres from the *rear lot line*.”
2. All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

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

SHEILA BIRRELL, TOWN CLERK

DON COUSENS, MAYOR