

APPENDIX 'A'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-05017
(777192 Ontario Ltd on behalf of Costco Wholesale Canada Ltd and Riotrin Canada Ltd)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Marshall Macklin Monaghan Ltd, identified as Project Number 10-03076-05-P05, dated July 29, 2005 and with a last revision date of November 1, 2005, incorporating the following redline revisions:
 - To provide a Regional 0.3m reserve along the east side of Block 5 (road widening)
 - To provide a 0.3m reserve along the end of Street 'E'
 - To reflect the requirements of the required traffic impact study
 - To reflect the requirements of the storm drainage study.
- 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-law 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.
- 1.6 The Owner shall covenant and agree to register the Memorandum of Understanding between Costco Wholesale Canada Ltd, Riotrin Properties (Kirkham) Inc and the Town dated September 28, 2005 against the lands within the subdivision. This Memorandum of Understanding outlines the Owner's commitment to the long term development of the lands in accordance with the urban design vision set out in the Markham Road Corridor Study, 2003, as modified by OPA 125.

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 Street 'E' 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 Prior to final approval of the draft plan, the Owner shall work with the Town to acquire from Forest Bay Homes Ltd, or subsequent owner, the lands required to complete the Street 'C' road allowance to Markham Road, to the satisfaction of the Town (Commissioner of Development Services).
- 2.7 In the event the lands required to complete Street 'C' to Markham Road cannot be obtained prior to final approval, the Town agrees that Street 'D' shall end in a turning circle at the south limit of Block 3 to the satisfaction of the Director of Engineering, and any conditions relating to the completion of Street 'C' to Markham Road shall not apply.
- 2.8 Prior to final approval of the draft plan, the Owner shall acquire lands from the owners of lands on the north side of Kirkham Drive (Home Depot) on the existing temporary turning circle in order to standardize the north boulevard on Kirkham Drive or provide an alternate solution acceptable to the Town (Commissioner of Development Services) as per the approved internal functional traffic study.
- 2.9 The Owner shall covenant and agree in the subdivision agreement to remove the existing temporary turning circle at the end of Kirkham Drive at their own cost and restore it, including all service connections, and construct the required road connection to Street 'E', to the satisfaction of the Town (Commissioner of Development Services).

3. Tree Preservation and Landscaping

- 3.1 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 fencing, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.

- 3.2 The Owner shall covenant and agree to implement any measures required in accordance with the approved Tree Preservation Plan.
- 3.3 The Owner shall covenant and agree in the subdivision agreement to prepare and submit site grading and 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 the area, in accordance with the approved Tree Preservation Plan for the approval of the (Commissioner of Development Services).
- 3.4 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.
- 3.5 The Owner shall submit overall Streetscape and Landscape Plans prior to the execution of the subdivision agreement. The plans shall be prepared to the satisfaction of the Commissioner of Development Services, by a qualified landscape architect in good standing with the O.A.L.A., and shall include the following:
 - a) street tree planting, with a maximum spacing of 12 metres between trees. The size, spacing and species shall be to the satisfaction of the Town (Commissioner of Development Services); species selection on streets in proximity to the Morningside Creek must be native or non-invasive species
 - b) a co-ordinated lighting scheme with pedestrian scale lighting along Street 'A'
 - c) any entrance features must not be on Town property
 - d) any other landscaping as determined by the Town.
- 3.6 The Owner shall covenant and agree to install all required streetscape and landscape works. All streetscape and landscape works will be completed to Town standards and to the approval of the Commissioner of Development Services.
- 3.7 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.
- 3.8 The Owner covenants and agrees that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

4. Parks and Open Space

- 4.1 The Owner agrees to pay cash-in-lieu of parkland. Park dedication shall be provided at a rate of 2 percent of the land value.
- 4.2 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all vacant lands within the subdivision to the satisfaction of the Town. The

vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.

- 4.3 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 any letters of credit for all costs so incurred.

5. Urban Design

- 5.1 The Owner shall agree to follow and implement the urban design guidelines contained within the Markham Road Corridor Study, prepared by Brook McIlroy Planning and Urban Design, dated June 2003, for all blocks within the subdivision, to the satisfaction of the Town (Commissioner of Development Services)

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 a topsoil removal permit in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.

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 Services has been advised by the Director of Engineering that water, sewage treatment, utilities and roads are available to the lands to the satisfaction of the Director of Engineering.
- 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 Notwithstanding Condition 7.4, the Town agrees to contribute to the cost of roads and related infrastructure in accordance with the terms of the Agreement of Purchase and Sale entered into with Costco Wholesale Canada Ltd, dated August 29, 2005.
- 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 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.
- 7.8 The Owner shall acknowledge and agree in the subdivision agreement that, notwithstanding that the Town may approve an interim servicing connection for a portion of the lands/development within the draft plan of subdivision, no building permits will be issued for any development beyond that which can be adequately serviced by the interim connection.
- 7.9 The Owner shall satisfy the Town with respect to any and all financial obligations for external municipal works prior to final approval of the draft plan of subdivision.
- 7.10 The Owner will be required to decommission any wells or septic systems to the satisfaction of the Director of Building Standards, and provide municipal services to the relocated heritage house on Block 1.
- 7.11 The Town is currently in the planning stage for the construction of a 400mm watermain on Kirkham Drive. The Owner shall covenant and agree in the subdivision agreement to construct a 400mm watermain, on Kirkham Drive, if required by the Director of Engineering. If oversizing of the watermain is required by the Director of Engineering, the Owner will be eligible for the appropriate development charges credit for the oversizing cost only.

8. Traffic Impact Study

- 8.1 Prior to final approval of the draft plan, the Owner shall prepare 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 associated drawings, and the subdivision agreement.

9. Easements

- 9.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

10. Utilities

- 10.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town (Commissioner of Development Services) and authorized agencies.
- 10.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge Gas, telecommunications companies, etc.
- 10.3 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.
- 10.4 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 sale.
- 10.5 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.
- 10.6 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.

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

11. Recoveries, Fees and Development Charges

- 11.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 11.2 The Owner shall pay all fees and development charges to be finalized at the subdivision agreement stage.
- 11.3 These lands are contained within Area 7 (Armada NE) of the Development Charges By-law No. 2004-227 identifying the Area Specific Development Charges (ASDC) as may be applicable.
- 11.4 The Owner will, prior to execution of the subdivision agreement, provide the Town with a release from the Concanmar Developers Group indicating that all financial obligations have been fulfilled with regards to infrastructure improvements previously paid by the Group to accommodate the subject lands. The Town acknowledges receipt of the required clearance letter.

12. Phase 1 Environmental Assessment

- 12.1 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 MOEE guidelines or other guidelines as appropriate, to the satisfaction of the Town. The required decommissioning of existing wells and septic systems within the subdivision are to be addressed in the EA report.

13. Heritage

- 13.1 The Owner covenants and agrees to retain the Heritage Building (the Raymer-Robb House), known municipally as 7555 Markham Road within Block 1 of the property.
- 13.2 The Owner covenants and agrees to protect and conserve the Heritage Building(s) through the following means:
- a) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
 - b) Once the Heritage Building 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 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.

13.3 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 to facilitate the registration of the designation and easement agreements on the created/proposed lot;
- b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building 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 \$75,000 Letter of Credit for the Heritage Building to ensure the preservation of the existing buildings. Upon relocation of the Heritage Building and placement on a new foundation, \$50,000 of the Letter of Credit will be returned to the Owner. The remaining Letter of Credit (\$25,000) 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 building has been connected to municipal services,
 - the exterior restoration of the Heritage Building 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 the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.

13.4 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 the property;

- 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 one year of registration of the plan of subdivision;
 - c) to ensure that the final proposed grading on the property adjacent to Heritage Building(s) is consistent with the existing historic grading of the Heritage Building(s);
 - d) 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;
- 13.5 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 will be marketed to prospective purchasers;
- 13.6 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.”

14. Other Town Requirements

- 14.1 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 24-1 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.
- 14.2 The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.

- 14.3 Access into the subdivision from adjoining developments must be approved by the Fire Department.
- 14.4 To ensure reliability of access for Fire Department vehicles under all conditions, two means of access, independent of one another, are to be provided into the development.
- 14.5 Two water supply connections will be required to ensure adequacy and reliability of the water supply at all times for firefighting purposes.
- 14.3 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Kirkham Drive.

15. Toronto and Region Conservation Authority (TRCA)

- 15.1 Prior to the initiation of grading and prior to the registration of the draft plan, or any phase thereof, the owner shall submit for review and approval of the TRCA, the following:
 - a) a detailed engineering report that comprehensively describes the storm drainage system for the proposed development. This report should include:
 - Plans illustrating how this drainage system will tie into surrounding drainage systems, i.e., whether it is part of an overall drainage scheme, how the external flows will be accommodated, the design capacity of the receiving system.
 - Stormwater management techniques which may be required to control minor or major flows;
 - Proposed method 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 under Ontario Regulation 158, the Authority's Fill, Construction and Alteration to Waterways Regulation.
 - b) overall grading plans for the subject lands.
- 15.2 The Owner acknowledges that the draft plan of subdivision is subject to red-line revisions in order to meet the requirements of Condition 15.1 if necessary.
- 15.3 The Owner shall obtain all necessary permits from the TRCA under Ontario Regulation 158, prior to the registration of the final plan.
- 15.4 The Owner shall covenant and agree in the subdivision agreement, in words acceptable to the TRCA:

- a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations referred to in the report(s), as required in the above conditions; and
 - b) to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
- 15.5 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 as outlined in their comments to the Town dated November 28, 2005.

16. Region of York

- 16.1 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required York Region road improvements for this subdivision. The report/plan, submitted to The Regional Municipality of York Transportation and Works Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 16.2 The Owner shall agree in the subdivision agreement, in wording satisfactory to The Regional Municipality of York Transportation and Works Department, to implement the recommendations of the functional transportation report/plan as approved by The Regional Municipality of York Transportation and Works Department.
- 16.3 The Owner shall submit detailed engineering drawings, to The Regional Municipality of York Transportation and Works Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by The Regional Municipality of York Transportation and Works Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
- 16.4 Prior to final approval, the Owner shall provide a set of engineering drawings, approved by the area municipality, which indicates the storm drainage system, the overall grading plans and all proposed accesses onto The Regional Municipality of York roads, for all lands within this plan of subdivision, to The Regional Municipality of York Transportation and Works Department for verification that all The Regional Municipality of York's concerns have been satisfied.
- 16.5 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information, shall be submitted to The Regional Municipality of York Transportation and Works Department, Attention: Mrs. Eva Pulnicki, P.Eng.

- 16.6 The following lands shall be conveyed to The Regional Municipality of York for public highway purposes, free of all costs and encumbrances:
- a) a widening across the full frontage of the site where it abuts Markham Road of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Markham Road;
 - b) a 15 metre by 15 metre daylight triangle at the southeast corner of Markham Road and Kirkham Drive;
 - c) a 10 metre by 10 metre daylight triangle at the northeast and southeast corners of Markham Road and Street 'A';
 - d) a 15 metre by 15 metre daylight triangle at the northeast and southeast corners of Markham Road and Street 'C';
 - e) an additional 2 metre widening, 60 metres in length, together with a 70 metre taper for the purpose of a northbound right turn lane at the intersection of Markham Road and Kirkham Drive; and
 - f) an additional 2 metre widening, 40 metres in length, together with a 60 metre taper for the purpose of a northbound right turn lane at the intersection of Street 'A' and Markham Road.
- 16.7 The Owner shall convey to The Regional Municipality of York a 0.3 metre reserve along the entire frontage of the site except at the approved access location, adjacent to the above noted widening, free of all costs and encumbrances, to the satisfaction of The Regional Municipality of York Solicitor.
- 16.8 In order to determine the property dedications required to achieve the ultimate right-of-way width of Markham Road abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of Markham Road.
- 16.9 The Owner shall provide a solicitor's certificate of title in a form satisfactory to The Regional Municipality of York Solicitor, at no cost to The Regional Municipality of York with respect to the conveyance of the above noted lands to The Regional Municipality of York.
- 16.10 The Regional Municipality of York requires the Owner of the site to conduct an environmental audit of the lands by a qualified professional in the field. The audit will contain the requirements of the Phase 1 Environmental Site Assessment, as per applicable Ontario standards, guidelines and regulations. Based on the findings of this assessment, The Regional Municipality of York may require further study to determine any remedial action required to remove contaminants. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation and Works Department, to certify that all lands to be conveyed to The Regional Municipality of York are free of all noxious, deleterious materials on or under the surface. This certification shall be done at no cost to The Regional Municipality of York.

- 16.11 The Owner shall agree in the subdivision agreement and any future site plan agreements that no other private vehicle access from the development Blocks abutting Markham Road will be permitted except to the public roadways within the subdivision.
- 16.12 The Owner shall agree in the subdivision agreement and any future site plan agreements that Street 'A' access to Markham Road will be restricted to right-in/right-out movements only.
- 16.13 The intersections of Markham Road and Street 'A' and Street 'C' shall be designed to the satisfaction of The Regional Municipality of York Transportation and Works Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by The Regional Municipality of York Transportation and Works Department.
- 16.14 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of The Regional Municipality of York Transportation and Works Department and illustrated on the Engineering Drawings.
- 16.15 Any existing driveway(s) along The Regional Municipality of York road frontage of this subdivision must be removed as part of the subdivision work, at no cost to The Regional Municipality of York.
- 16.16 The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
 - a) All existing woody vegetation within the Regional Road right-of-way;
 - b) Tree protection measures to be implemented on and off the Regional Road right-of-way to protect right of way vegetation to be preserved;
 - c) Any woody vegetation within the Regional Road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within Regional Road rights-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal; and,
 - d) A planting plan for all new and relocated vegetation to be planted within the Regional Road right-of-way, based on the following general guideline:
 - Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the Regional Street Tree Planting List. These documents may be obtained from the Forestry Section.
 - If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed, they will require the approval of the local municipality and be supported by a maintenance agreement between the municipality and York Region for area municipal maintenance of these features.

- In addition, the agreement should indicate that where the area municipality does not maintain the feature to the Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

- 16.17 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation and Works Department, that prior to the release of any security held by York Region in relation to this plan of subdivision, and where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines.
- 16.18 Where noise attenuation features will abut a Regional right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to The Regional Municipality of York's 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 The Regional Municipality of York 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 The Regional Municipality of York rights-of-way shall not be the responsibility of The Regional Municipality of York; and,
 - d) that any landscaping provided on The Regional Municipality of York right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by The Regional Municipality of York Transportation and Works Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

- 16.19 The owner shall agree in the subdivision agreement to construct sidewalks along the subject lands' frontage onto roadways that have transit services. Sidewalks need to be constructed on both sides of those roadways unless only one side of the street lies within the limits of the subject lands.

Existing YRT transit services operate on the following roadway in the vicinity of the subject lands:

- Markham Road

- 16.20 The Owner shall provide concrete pedestrian access at no cost to York Region and concurrent with construction of necessary sidewalks from the internal roadways to Regional roadway as follows:
- a) From Kirkham Drive to Markham Road
 - b) From Street 'A' to Markham Road
 - c) From Street 'C' to Markham Road

d) From the commercial buildings to Markham Road

- 16.21 Sidewalks and concrete pedestrian access are to be provided in accordance with OPSD 310.010, 310.020, 310.030 and should be provided “at grade” (i.e. without stairs, inclines, etc.).
- 16.22 Subject to approval by YRT, passenger standing areas and shelter pads are to be provided at no cost to the Region and concurrent with construction of necessary sidewalks at the following locations:
- a) On Markham Road at Kirkham Drive (SE corner)
 - b) On Markham Road at Street ‘A’ (SE corner)
 - c) On Markham Road at Street ‘C’ (SE corner)

Note: The bus stop locations determined during the design phase are subject to change. Prior to construction of the passenger standing areas/shelter pads, the consultant needs to confirm with YRT the final bus stop locations/requirements. The consultant must contact YRT facilities supervisor - Ann Marie Carroll at (905) 762-1282 ext. 5677 to confirm final details.

- 16.23 The owner shall agree in the subdivision agreement that the passenger standing area(s)/shelter pads identified in Condition 16.22 to be installed to the satisfaction of the area municipality and York Region Transit. Landscaping should not interfere with the bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas are to be incorporated into the landscape design.
- 16.24 The bus stop locations determined during the design phase are subject to change. Prior to construction of the passenger standing areas/shelter pads, the consultant needs to confirm with YRT the final bus stop locations/requirements.
- 16.25 The owner must submit drawings showing the sidewalk locations, concrete pedestrian access, passenger standing areas and shelter pads for York Region Development Approval department’s review and comments.
- 16.26 The owner is to install illumination, in accordance with York Region and Municipal design standards, along all streets which will have sidewalks, pedestrian access and bus stop locations.
- 16.27 Prior to final approval the Owner shall provide a copy of the subdivision agreement to The Regional Municipality of York Transportation and Works Department, outlining all requirements of The Regional Municipality of York Transportation and Works Department.
- 16.28 In the event that the lands required to complete the Street ‘C’ connection to Markham Road are not obtained in a timely manner, the intersection of Street ‘A’ and Markham Road will be a full-movement signalized intersection aligning with the existing driveway on the west side of Markham Road, and Conditions 16.6(d), 16.12, 16.20(c), 16.22(c) and 16.13 as it relates to Street ‘C’ shall not apply.

16.29 The Region of York Planning and Development Services Department shall advise that Conditions 16.1 to 16.28 inclusive, have been satisfied. The applicant/consultant shall provide a brief explanation to the Region as to how each condition has been met.

17. External Clearances

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

- a) Canada Post shall advise that conditions 9.3 to 9.6 have been satisfied.
- b) The Manager of Heritage Planning shall advise that Conditions 13.1 to 13.6, inclusive, have been satisfied
- c) The Toronto and Region Conservation Authority shall advise that Conditions 15.1 to 15.5 have been satisfied.
- d) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, and 16.1 to 16.28 inclusive, have been satisfied.

Last revision: February 15, 2006

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