

## **COMMITTEE OF THE WHOLE-MAY 5, 2003**

### **DEVELOPMENT SIGNAGE AT NEW HOMES SALES OFFICES**

#### **Recommendation**

Councillor Ferri recommends:

That Vaughan's standard subdivision, sales trailer and model home agreements be modified to include a required signage system for new homes sales, based on the format set out in this report.

#### **Purpose**

To consider means to improve the information provided to new home purchasers in Vaughan.

#### **Background - Analysis and Options**

It has come to my attention that at new home sales offices in Aurora, signage is posted both inside and outside of the offices advising purchasers of information that should be available to them. Outside of the sales office is a 4'x4' sign which reads:

The Town of Aurora requires the Subdivider/Builder to disclose all information to prospective purchasers pertaining to public services and facilities, e.g., sidewalks, walkways, future road connections, community mailboxes, and fences.

It is your responsibility to ensure that this information is provided. If you have any further questions, contact the Town....

The Town also requires a sign at the temporary end of streets, stating that it is intended that this street be extended in the future.

Another 4'x8' sign is required at each entrance of the subdivision advising that:

In establishing your date of occupancy with the builder, you must keep in mind that the Municipality will not permit occupancy until your water, sewer, and hydro connections are installed and inspected and capable of functioning and until road granular base courses and base course asphalt pavement have been installed in accordance with the Subdivision Agreement.

The Town of Aurora specifies these specific signage requirements, including a Notice to Purchaser, in the subdivision agreement. These types of advisory notices are a tremendous opportunity to educate potential purchasers of the location of utilities and services in the vicinity of their new home. The Notice to Purchaser signage in particular will make potential purchasers aware of the information they should be looking for, and places the responsibility of doing so to them. Aurora's requirements could form the basis for changing our own requirements to ensure that more information is available early in the purchase process.

#### **Conclusion**

The signage requirements of the Town of Aurora have merit and could benefit purchasers in Vaughan. It is recommended that staff implement a similar signage system through amendments to the subdivision sales trailer and model home agreements.

**Attachments**

Sample subdivision agreement from the Town of Aurora  
Photograph of signage in front of sales offices

**Report prepared by:**

Respectfully submitted,

Councillor Mario Ferri, Ward 1

## Development Signage at New Homes Sales Offices

Prato Estates Inc., (River Ridge) D12-00-7A  
Residential Subdivision Agreement  
Council Date - February 25, 2003 - Phases 1 and 2

(21)

### Erection of Development Signs:

3.34 The Owner agrees to erect development signs at each public access road to the Lands in the required format and in accordance with the specifications shown hereunder within four (4) weeks of the date of execution of this Agreement to the satisfaction of the Director of Public Works.

#### Sign Specifications

Sign Materials: 4' high x 8' wide (3/4" plywood)  
Lettering: Black Lettering on White Background, Helvetica Medium (or similar)  
Supports: 2 - 6" x 6" x 15' lumber buried 5' into the ground, with sign mounted 6' clear of ground  
Bracing: As required.

#### Notice Provisions

The Notice shall contain the following information and in the following format:

#### NOTICE

Streets and other municipal services within this subdivision have not yet been accepted and assumed by the Town of Aurora.

Inquiries, complaints and/or emergency calls should be directed to:

(Space for Owner or Owner's Consultant and Contact #)

In establishing your date of occupancy with the builder you must keep in mind that the Municipality will not permit occupancy until your water, sewer, and hydro connections are installed and inspected and capable of functioning and until road granular base courses, and base course asphalt pavement have been installed in accordance with the Subdivision Agreement.

Arrangements regarding the provisions of telecommunications and natural gas for your date of occupancy must be made by you and your builder.

Town of Aurora

The sign(s) shall be maintained by the Owner until the Certificate of Acceptance has been issued for the development.

### Signage on Dead End Streets to be Extended in the Future:

3.35 The Owner agrees to erect and maintain signs at the end of any dead end street within the Plan which is intended to be extended in the future to service other lands. These signs shall be erected prior to the issuance of the Certificate of Completion - Public Works, and shall be maintained until the Certificate of Acceptance has been issued in respect of the Plan. The sign specifications shall be as set out in section 3.34 and the notice shall contain the following information and be in the following format:

\*NOTICE: STREET TO BE EXTENDED IN THE FUTURE

This street is intended to be extended in the future to service other

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lands. If you have any questions, please contact the Town of Aurora Planning Department at (905) 727-1375."

**Payment of Streetlight Utility Charges:**

- 3.36 The Owner agrees to be responsible for a share of the streetlight utility costs for the energized streetlights in the development based on a percentage of the total number of lots that have not been occupied by November 1st of each year.

**Geotechnical Report**

- 3.37 The Owner shall agree, prior to the issuance of building permits, to submit a geotechnical report for review and approval by the Town of Aurora, which will deal with the requirements for road and municipal services construction, to the satisfaction of the Director of Public Works.

**SECTION 4 BUILDING DEPARTMENT REQUIREMENTS**

**Issuance of Building Permits:**

- 4.01 1) The Owner agrees that no Building Permits will be issued and that it will not commence construction of any building(s) on any Lot or Block until such time as the relevant Plan is registered in the proper Land Registry Office. In addition, the Owner agrees that for any Lot or Block on the Plan, Detailed Lot Grading Plans shall be prepared and approved for the entire Block and any adjoining Lots that are impacted in the opinion of the Director of Building Administration, prior to the issuance of Building Permits for any unit on the Lot or Block.
- 2) The Owner agrees that no building permits will be issued for any lot or block, or part thereof, until such time as the Director of Public Works has advised the Director of Building Administration in writing that adequate internal and external road access up to and including base course asphalt, municipal water supply including fire hydrants, anti-tampering devices, sanitary sewers, and storm sewers are available to service said lots and blocks, the grading and drainage control plan has been submitted and reviewed, and any special limitations or requirements as set out in this Agreement have been complied with.
- 3) The Owner agrees that one complete set of engineering grading plans indicating existing and proposed grades, engineered fill areas, and extent of engineered fill on building lots shall be provided to the Director of Building Administration prior to the issuance of building permits.
- 4) The Owner agrees to provide one set of reduced drawings for all house models in addition to the two full-sized sets submitted at the review stage. The reduced set shall be revised to reflect the revisions outlined during the review process.
- 5) The Owner agrees to provide a microfiche copy in a format acceptable to the Town of the "as constructed" drawings for each model type.

**Model Homes:**

- 4.02 Notwithstanding section 4.01, the Town agrees, after registration of the plan, to release model home building permits upon such lots as are approved by the Town subject to the plans being in conformity with the Ontario Building Code and the Owner not being in default of any of the terms of this Agreement. The Owner agrees that none of the model home units shall be occupied until an Interim Certificate to Occupy has been issued for each such unit in accordance with the normal occupancy provisions of this Agreement. Access for firefighting and water supply shall be acceptable to the Fire Chief at all times during

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**Building Permit Restrictions for Tree Preservation:**

- 4.09 The Owner covenants and agrees to submit for the approval of the Director of Leisure Services, prior to the issuance of building permits for those Lots and Blocks as listed on Schedule "H" attached hereto and in accordance with Schedule "A" attached hereto, site specific tree preservation plans acceptable to the Director of Leisure Services showing the location of each dwelling to be erected in relation to trees to be retained on each lot. The Director of Leisure Services shall notify the Director of Building Administration of the approval of such plans.

**Temporary Turning Circle:**

- 4.10 The Owner agrees that no building permits will be issued for any lot or block on any Plan abutting any street which is not completed, as contemplated by the drawings set out in Schedule "I" herein. Streets which are otherwise temporarily terminated must have a temporary turning circle constructed in accordance with the Town of Aurora Design Criteria Manual and to the satisfaction of the Director of Public Works, together with any additional easements over the turning circle lands which may be required by the Town. The Owner shall enter into a Turning Circle Agreement for any temporary turning circles with the Town prior to execution of the subdivision agreement.

**Municipal Temporary Signage**

- 4.11 The Owner shall erect temporary painted signs on wood backing to identify each lot and block on the Plan which shall be clearly legible from the street. The Owner shall maintain same until the dwellings are erected and permanent street numbers are displayed.

In addition, the Owner agrees that street signage will be installed, to the satisfaction of the Director of Public Works.

**Financial Release of Agreement:**

- 4.12 The Owner, when not in default under this Agreement, shall be entitled to an effective release in a form registerable in the Land Registry Office for each lot or block designated by the Owner upon the payment of financial obligations herein described. Such release will operate as a discharge only with respect to the financial obligations otherwise applicable against each lot or block described in the release.

**Sales Trailers:**

- 4.13 1) In the event that the Owner wishes to erect a Sales Trailer, the Owner shall be required to enter into a Sales Trailer Agreement with the Town of Aurora in accordance with the Town of Aurora "Policy for Temporary Sales Office or Trailer" and with Sections 8.02 and 8.03 of this Agreement to the satisfaction of the Director of Building Administration.
- 2) The Owner agrees to obtain and install the sign as described below as soon as the sales trailers/offices are opened and in a location approved by the Director of Planning, all at the Owner's expense:

**\*NOTICE TO HOME PURCHASERS**

The Town of Aurora requires the Subdivider/Builder to disclose all information to prospective purchasers pertaining to public services and

facilities, e.g., sidewalks, walkways, fire hydrants, transformer boxes, active and passive parks, future road connections, community mailboxes, and fences.

It is your responsibility to ensure that this information is provided. If you have any further questions, contact the Public Works Department of the Town at (905) 727-1375."

- 3) The Owner agrees to erect the required signs according to the following specifications:
  - a) The sign shall be erected outside all sales trailers and/or offices offering lots included in the Plan for sale to prospective purchasers.
  - b) The sign shall be constructed of premium grade plywood and approximately four (4) feet square. It shall be supported by a minimum of two uprights and secured in the ground. The sign face should be at eye level (approximately five (5) feet above ground).
  - c) The sign shall have black lettering on white background and be clearly visible. The lettering shall be Helvetica Medium (or similar).

#### **SECTION 5 CENTRAL YORK FIRE SERVICES REQUIREMENTS**

##### **Emergency Access:**

- 5.01 The Owner agrees to provide emergency access to the Lands in such locations as may be approved by the Fire Chief and Director of Public Works.

##### **Burning on the Lands:**

- 5.02 The Owner agrees that no open burning shall be permitted on the Lands in accordance with the By-law 3803-97 P, as amended.

#### **SECTION 6 CORPORATE SERVICES DEPARTMENT REQUIREMENTS**

##### **Indemnification:**

- 6.01 The Owner on behalf of itself, its subsidiaries, affiliates and associates, will always indemnify and keep indemnified the Town from and against all actions, suits, claims, and demands, and from all loss, costs, charges and expenses (including legal expenses) which may be brought against or made upon the Town by any party whatsoever or which may be incurred, sustained or paid by the Town in consequence of any actions taken or actions omitted to be taken by the Town, the Owner or their licensees, contractors or those for whom they are responsible at law in connection with this Agreement or the rights and obligations involved herein (hereinafter the "Claims"). The Owner agrees to defend all Claims arising in relation to the Lands on the Town's behalf regardless of the Owner's liability or negligence. Further, the Owner grants to the Town full power and authority to settle any such Claims on such terms as the Town may deem advisable, and hereby covenants and agrees with the Town to pay to the Town on demand all moneys paid by the Town in pursuance of such settlement and also such sum as shall represent the reasonable costs of the Town or its solicitors in defending or settling any such Claims. This Agreement shall not be alleged as a defence by the Owner in any action by any person for actual damage suffered by reason of the Agreement hereby entered into between the Town and the Owner.

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zoning by-law for the lands, together with the Subdivision Agreement (when approved by the Town of Aurora). If the Owner fails to comply with or is found to be in default of the provisions of this section, the Owner agrees that the Town may withhold further building permits until such time as the Owner has complied with all the provisions herein are complied with.

**Display Plans and Release for Sales Trailer:**

8.03 The Owner agrees, prior to the issuance of a permit for a sales trailer for the purposes of marketing residential units, to submit and obtain the written approval of the Director of Planning with respect to the display plans and their use in accordance with subsection 8.02. Such display plans shall include the phasing plan, if any, in a form clearly legible and understandable by prospective purchasers, and an indication of the timing of registration of future phases.

**Signs on Vacant Land:**

8.04 The Owner agrees to erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots or blocks other than those designated for single family detached or semi-detached dwellings. Without limiting the generality of the foregoing, each sign shall be erected and maintained on the lands until such lands are occupied, in the case of private lands, or until a Certificate of Acceptance has been issued by the Town in respect of the Plan.

**Site Plan Control and Approval:**

- 8.05
- 1) The Owner acknowledges that approval of the draft plan of subdivision in no way obligates the Town to approve a development concept on any lot or block within the Plan. It is understood and agreed that development on any lots/blocks as set forth in Schedule "H" within the Plan may require prior approval through site plan agreements.
  - 2) The Owner agrees to apply for exemption from Part Lot Control in accordance with the provisions of the Planning Act, to provide for the encroachment of eaves and footings onto the adjacent lots where zero lot conditions prevail when single detached units are sited on interlots.
  - 3) In addition, the Owner agrees to include a clause in all Offers of Purchase and Sale for lots subject to exemption from Part Lot Control, to provide for the encroachment of eaves and footings onto adjacent lots, advising of the nature of the encroachment and the circumstances which necessitate the encroachment.
  - 4) It is understood and agreed that any and all applications for site plan agreements with respect to the lands identified in subsection 1) above will require the accompanying payment of all financial payments and charges required by the Town, including administration fees, at the time of execution of any site plan agreement. It is also understood that such applications for site plan agreements with respect to any lots/blocks will require the provision of Securities, in a form satisfactory to the Town, to guarantee the satisfactory completion of servicing, lot grading, and sodding requirements, in an amount to be determined by the Town at the time of the site plan approval.

**Registration of Future Phases and Servicing Allocation:**

8.06 The Owner acknowledges and agrees that it is required to obtain the necessary clearance letters from the Town and any other approving agency prior to registration of Schedule "A-1" and Schedule "A-2" hereto annexed as well as any future phases of the development. In obtaining clearance letters from the Town, the Owner shall comply with the provisions of this Agreement with



- 3) The Owner agrees to postpone development of Block 182 until Borealis Avenue has been completed to the satisfaction of the Director of Public Works.
- 4) The Owner agrees to postpone development of Block 518 as shown on redlined draft plan D12-00-7A identified as 'Future Development', until such time as an acceptable street and lotting pattern including any developable adjacent lands has been determined, to the satisfaction of the Town of Aurora.

**Signs on Streets to be Extended:**

- 1.04 In addition to the signs to be erected as per Section 8.04 of this Agreement, the Owner agrees to erect and maintain signs at the ends of all streets intended to be extended in the future, as follows:

"NOTICE: This street is intended to be extended in the future. For further information, please contact the Town of Aurora Planning Department at (905) 727-1375".

**Parking Restrictions:**

- 1.05 The Owner agrees to install all temporary signage necessary to give notification of the parking restrictions as stipulated in the Submission Update - Transportation and Traffic dated January 2003 as prepared by Entra Consultants prior to the issuance of any building permits within the Plan. Further, the Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale of all Lots and Blocks according to Schedule "A-1" and "A-2" hereto annexed, and within all Lots and Blocks within redlined draft plan D12-00-7A:

"NOTICE: Purchasers are advised that the street(s) adjacent to this lot is controlled by one or more parking restrictions which are necessary for the effective management of traffic within the right of way. The Town shall not be responsible for any inconvenience to the Purchaser which may result from this restriction. You are advised to investigate this with your Builder or a representative of the Town.

The Town reserves the right to amend, enhance or rescind any parking restriction at any time upon approval of Council."

The streets having parking restrictions on Schedule "A-1" hereto annexed are:

Borealis Avenue  
Collis Drive  
Conover Avenue  
Cottingham Way  
DeLattaye Avenue  
Gwilliam Lane  
McNally Way  
River Ridge Boulevard

The streets having parking restrictions on Schedule "A-2" hereto annexed are:

Abbott Avenue  
Borealis Avenue  
Casemount Street  
Gundy Way

The location of the temporary signage shall be to the satisfaction of the Director of Public Works.

The permanent signage shall be installed immediately after the top course asphalt has been placed, or at such other time as required by the Director of Public Works.



- 5.15 The owner agrees to provide the Town with a one-time cash contribution as set out in Schedule "K" hereto annexed, for the purposes of supplementing annual municipal maintenance costs associated with landscape works and enhancements along Bayview Avenue on Town and Regional road allowances as defined by the Architectural Design Guidelines. The Owner agrees that the one-time cash contribution shall be equivalent to 25% of the estimated total cost of the landscape works as identified and itemized in Schedule "J" hereto annexed, to the satisfaction of the Director of Leisure Services. The Town will utilize the interest obtained from the investment of said contribution to offset the additional annual municipal maintenance costs incurred.

**Landscaping on Site Plan Lots/Blocks:**

- 5.16 Notwithstanding the provisions noted in 5.01 through 5.15 inclusive above, the Owner agrees that any site plan agreement prepared affecting blocks or lots subject to site plan control shall contain provisions addressing all required landscape works and securities, to be designed and implemented in accordance with the Architectural Design Guidelines and all applicable Town standards, to the satisfaction of the Director of Leisure Services.

**York Region District School Board Site for Elementary and Secondary Schools:**

- 5.17 The Owner agrees to provide the Town of Aurora within its respective Agreement(s) with The York Region District School Board, a first right of refusal to purchase Blocks 184 and 186, or portions thereof, for municipal purposes upon the same terms and conditions including, but not limited to, the purchase price of the site(s) as set out in its respective Agreement(s) with The York Region District School Board. Should The York Region District School Board determine that its school site(s) on Blocks 184 and 186 on Schedule "A-1" hereto annexed are no longer required by the Board and/or should the Board release the Owner from its obligations to convey the said school site(s) to the Board at anytime, either prior to or subsequent to the expiry of the Owner's respective Agreement(s) with the Board, then the Owner shall advise the Town of Aurora of its opportunity to exercise its first right of refusal, after which, the Owner shall enter into such agreements with the Town of Aurora as is necessary to do so.

**SECTION 6 PLANNING DEPARTMENT REQUIREMENTS:**

**Notice to Purchasers:**

- 6.01 1) The Owner agrees that the following warning clauses hereunder shall be included in each offer of purchase and sale on all Lots and Blocks as shown on Schedules "A-1" and "A-2" hereto annexed and all Lots and Blocks within any future phase:

- 1) "Purchasers are advised that the Owner shall ensure that prospective purchasers of lots and blocks within the Plan will be shown the relevant portion of the overall grading/drainage control plan encompassing the lot and/or block in question before the sale of each Lot and/or Block within the Plan."
- 2) The Owner shall retain a copy of the area grading plan, initialed by each purchaser as attached to the Agreement of Purchase and Sale, and shall upon request provide a copy of same to the Director of Building Administration. The grading plan as presented and initialed shall contain the following notice to the purchaser in a legible form:

"Purchasers are advised that there may be utilities, service boxes, hydrants, mailboxes, or other municipal services constructed adjacent to or upon boulevards in the vicinity of your dwelling. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes,

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retaining walls, rear yard catchbasins, fencing, or other devices. Purchasers are advised that certain services are not assumed by the Town. Such services are more particularly described under the terms of the Subdivision Agreement. For more detailed information please contact the Public Works Department of the Town of Aurora."

- 3) "Purchasers are advised that mail delivery in this area will be from a designated Community Mailbox. The Purchaser is further advised that the exact location of the mailbox is the responsibility of the developer as approved by Canada Post. Official notification shall be provided to the Purchasers prior to closing of any home sales. The Town of Aurora will not be responsible for any liability, nuisance or inconvenience resulting from the installations, location and/or other specifications of the Community Mailbox."
- 4) "Purchasers are advised that River Ridge Boulevard and Borealis Avenue are intended to be the construction accesses for future phases of the development. As such, purchasers are advised that they may experience noise, dust, and vibration. The Town of Aurora will not be responsible for any liability, nuisance or inconvenience resulting from the utilization of River Ridge Boulevard and Borealis Avenue in this manner."
- 5) "Purchasers acknowledge 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 that public school accommodation will be provided within the subject plan notwithstanding the designation of the public school sites."
- 6) "Purchasers are advised that there are potential transit routes on the following streets: Borealis Avenue, River Ridge Boulevard, Conover Avenue, Mavrinac Boulevard and that the said streets are collector roads and may be used for transit purposes and that facilities such as bus stops, shelters, etc., may be constructed adjacent to Lots and Blocks fronting or flanking onto these streets."
- 7) "Purchasers acknowledge receipt of the 'Natural Systems Stewardship' brochure which provides educational material respecting the significance and sensitivity of the Valley Lands and the Provincially Significant East Aurora Wetland Complex; and such activities as:
  - a) Refuse/yard waste/composting;
  - b) Fertilizer and pesticide use (inclusive of herbicides, insecticides and fungicides);
  - c) Natural area vegetation and soil protection;
  - d) Open space access and trail use;
  - e) Domestic pet impacts and controls;
  - f) Invasive plant spreading;
  - g) Promoting planting of native species;
  - h) Proper swimming pool management techniques;
  - i) Impacts of noise and lighting;
  - j) Protection of soil and vegetation on natural areas; and
  - k) The ecological role of stormwater treatment facilities."
- 8) "Purchasers acknowledge receipt of the 'Town of Aurora Traffic Circles' brochure which provides information regarding the proper use of traffic circles that exist within the community."
- 2) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on Lots 64 to 79 inclusive, according to Schedule "A-1" hereto annexed; Lot 100 according to Schedule "A-2" hereto annexed; and, on future phase(s) Lots 52 to 63 inclusive, 118, 119, 141, 142, and 159, and future development Block 518, as shown on redlined draft plan D12-00-7A:

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"Purchasers are advised that the public open space and environmental protection zones adjacent to their lot is intended for the purpose of stormwater control, the prime purpose of which is water quality and quantity control, and portions may be used as a public amenity area. The lands are to remain as much as possible in their natural state. The Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself as a result of this natural preserve and reserves the right to alter or utilize the lands for recreational purposes as deemed appropriate."

- 3) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on Block 182 and Lot 79, according to Schedule "A-1" hereto annexed:

"Purchasers are advised that landscaping, including entry features to the development, may be located on their Lot and/or Block. Further, Purchasers acknowledge receipt from the Developer of details of any landscaping and/or entry features to be installed on the property, including:

- a) Location, design and materials;
- b) That the landscaping works are to be included in the purchase price of the house and lot;
- c) The timing of the installation of the landscaping works;
- d) That the specifications of the landscaping works are in accordance with the approved urban design guidelines and the approved subdivision landscaping plans;
- e) That the landscaping works shall not be altered and that maintenance is the responsibility of the Purchaser; and,
- f) That the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with these features which may present itself."

- 4) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on Lots 37 to 49 inclusive, 120, 121, 145, 146, and 169 according to Schedule "A-1" hereto annexed; Lots 1 to 15 inclusive, according to Schedule "A-2" hereto annexed:

"Purchasers are advised that the parkland abutting and/or adjacent to their lot is a public amenity area. The lands are for recreational purposes and such facilities may include softball diamonds, soccer pitches, playgrounds, etc. and as such future facilities may include lighting to facilitate night usages. The Town of Aurora will not be responsible for any exposure to lighting, noise, traffic, inconvenience, or nuisance which may present itself as a result of intensive use of recreational activities in public amenity areas."

- 5) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on Lots 17, 36, 37, 63, 64, 76, 77, 79, 80, 93, 94, 106, 108, 120, 121, 132, 134, 145, 146, 159, and 169, and Blocks 170, 171, 172, 175, 176, 177, 178, and 181 according to Schedule "A-1" hereto annexed; Lots 1, 25, 42, 43, 60, 61, 78, 79, 96, 98, and 99, according to Schedule "A-2" hereto annexed; and, on future phase(s) Lots 35, 36, 64, 77, 78, 92, 93, 105, 106, 118, 129, 130, 142, 150, 151, 159, 170, 171, 190, 191, 210, 211, 228, and 350, and future development Block 518, as shown on redlined draft plan D12-00-7A:

"Purchasers are advised that fencing is to be installed on their Lot and/or Block. Further, Purchasers acknowledge receipt from the Developer of details of the fencing to be installed on the property, including:

- a) Location, design details, height, colour, and materials;
- b) That the price of the fencing is to be included in the purchase price of the house and Lot and/or Block;
- c) The timing of the installation of the fencing;
- d) That the specifications of the fencing are in accordance

with the approved urban design guidelines and the approved subdivision landscaping plans;

- e) That the fencing (i.e. specifications, colour, etc.) shall not be altered and that maintenance is the responsibility of the Purchaser; and,
  - f) That the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with the fencing which may present itself."
- 6) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on Lots 37 to 63 inclusive, according to Schedule "A-1" hereto annexed; Lot 100, according to Schedule "A-2" hereto annexed; and, on future phases Lots 52 to 63 inclusive, 119, 141, and future development Block 518, as shown on redlined draft plan D12-00-7A:

"Purchasers acknowledge that the developer is responsible to design and construct fencing as required by the Subdivision Agreement along the lot lines of all residential Lots and/or Blocks abutting parklands, walkways and designated open spaces in accordance with the Town of Aurora's standards. Further, Purchasers of Lots adjacent to public parkland, walkways, open space and environmental protection zoned lands, are advised that fence gates and/or other means of access will not be permitted to access parklands and designated open spaces from residential properties."

- 7) The Owner agrees that the warning clause hereunder shall be included in the Offer of Purchase and Sale with the York Region District School Board for School Blocks 184 and 186, according to Schedule "A-1" hereto annexed:

"Purchaser is advised that the Elementary School Block 184 and partial Secondary School Block 186 shall be developed in accordance with the York Region Safety and Traffic Circulation at School Sites Guidelines Study (July 1999), to the satisfaction of the Director of Public Works."

**Future Phase(s):**

- 8) The Owner agrees that the warning clause hereunder shall be included in each Offer of Purchase and Sale on future phase(s) Lots 52 to 63 inclusive, as shown on redlined draft plan D12-00-7A:

"Purchasers are advised that, upon completion of construction activities on Lots and/or Blocks adjacent to the 'Recommended Environmental Protection Line' established in accordance with OPA 30, protection fencing shall be removed and replaced with permanent fencing to the satisfaction of the Town of Aurora's Director of Leisure Services. Purchasers are further advised that encroachments of any kind will not be permitted and that fence gates or other means of access will not be permitted to access open space areas from residential properties."

**Phasing:**

- 6.02 1) The Town and the Owner agree that the lands included within the draft plans of subdivision may be registered in Phases.
- 2) Phase 1 shall be comprised of those lands set out in Schedule "A-1 M Plan 1". Phase 2 shall be comprised of those lands set out in "A-2 M Plan 2". The balance of the lands within the draft plan may be registered by the Owner in one or more future phases.
- 3) Prior to the registration of each Phase, the Owner shall make application to the Town in accordance with the Town's procedures.
- 4) The Owner agrees to register the Phase I of the Lands forthwith upon its final

**NOTICE TO HOME PURCHASERS**

THE TOWN OF AURORA REQUIRES  
THE SUBDIVIDER BUILDER TO  
DISCLOSE ALL INFORMATION TO  
PROSPECTIVE PURCHASERS PERTAINING  
TO PUBLIC SERVICES AND FACILITIES, E.G.,  
SIDEWALKS, WALKWAYS, FIRE HYDRANTS,  
TRANSFORMER BOXES, ACTIVE AND PASSIVE  
PARKS, FUTURE ROAD CONNECTIONS,  
COMMUNITY MAILBOXES, AND FENCES.

IT IS YOUR RESPONSIBILITY TO ENSURE  
THAT THIS INFORMATION IS PROVIDED.  
IF YOU HAVE ANY FURTHER QUESTIONS,  
CONTACT THE PUBLIC WORKS DEPARTMENT  
OF THE TOWN AT (905) 727-1375.

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# GREAT CITY



## NOTICE TO PURCHASERS

The Town of Aurora requires the Subdivider/Builder to disclose all information to prospective purchasers pertaining to public services and facilities, e.g., sidewalks, walkways, fire hydrants, transformer boxes, active and passive parks, future road connections, community mailboxes and fences.

It is your responsibility to ensure that this information is provided. If you have any further questions, contact the Public Works Department of the Town at 727-1375.

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