

## **SCHEDULE “B”**

**To**

### **COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL PLAN OF SUBDIVISION FILE: PS-2-20 – PANATTONI**

Please note in these conditions of draft approval any reference to Owner, Developer or Applicant shall be interpreted as referring to as Greycan 13 Properties Inc. and 13144801 Canada Inc.

The conditions of draft approval for the Subdivision require that the Developer enter into a Subdivision Agreement or Development Agreement that is satisfactory to the County of Brant (County) in connection with the Subdivision including satisfying all requirements, financial and otherwise, of the County concerning the provision and installation of associated works both within and external to the Subject Lands; and that the Developer satisfy all of the conditions of draft plan approval for the Subdivision; and that the Subdivision be approved and registered so that the residential lots shown on the plan for the Subdivision have direct access and frontage on a municipally assumed, public road.

The conditions of draft approval for the Subdivision require that the Developer register, to the satisfaction of the County solicitor, a section 118 restriction under the Land Titles Act agreeing not to transfer and/or charge all or any part of the Subject Lands without the written consent of the County.

The conditions of draft approval for the Subdivision require that the matters and things set out in this Schedule “B” be addressed to the satisfaction of the County in one or more of the Pre-Servicing Agreement and Subdivision Agreement (together referred to as the “Development Agreements”) as may be applicable to the context.

That Draft Plan of Subdivision File PS2/20, from Webb Planning Consultants Inc., agent for 13144801 Ontario Inc., owner of Brantford Part Lots 11 and 12, Concession 2, Part 1 2R1063, geographic Former Township of Brantford, County of Brant, located at 61 Bethel Road, to permit the development of the site as a plan of subdivision including 4 Blocks for industrial development, 1 sanitary pumping station block, 1 stormwater management pond block, 2 stormwater management channel blocks, hydro and servicing be approved, subject to the following conditions of approval:

1. That at the time of registration, the Developer conveys Block 5 (SWM Pond); Block 6 (Sanitary Pump Station); Blocks 7 & 8 (SWM Channels); Blocks 9-11 (Road Widening); and Blocks 12-16 (0.3 metre reserves), to the satisfaction of the County.
2. That the Subdivision Agreement shall not be registered until all applicable external infrastructure and services for each phase required for all or part of the Development are in place including but not limited to road improvements, municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure and storm water conveyance and legal outlet and for the purpose of this condition services being in place means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the plan.

3. The Development is to be staged or phased, and the staging/phasing and servicing of each stage/phase shall be to the satisfaction of the County. For the purposes of this condition, the development of a stage/phase of the Development may proceed when the County is satisfied that all of the external infrastructure/services for that stage/phase are in place, which means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Development.
4. The Development shall be developed on full municipal services, including sanitary sewers, municipal water, urban storm water management practices and urban roads; and, following receipt of notice from the County that there are no appeals of the draft approval of the Subdivision, the Developer/Owner shall negotiate with the County in the Subdivision Agreements financing arrangements which are satisfactory to the County and under which all costs associated with the design and construction of any required infrastructure are to be paid for by the Developer/Owner, and to the satisfaction of the County.
5. The Subdivision Agreements shall include provisions that all easements and blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Developer/Owner to the County and/or other appropriate authorities for nominal consideration free and clear of all encumbrances.
6. That the Subdivision Agreement shall include provisions that a servicing easement be granted and conveyed by the Developer/Owner to the owner of 184 Pottruff Road for the purpose of water and wastewater servicing, for nominal consideration free and clear of all encumbrances.
7. That the Developer provide the necessary easements and/or street dedications to the County for road improvements and/or the extension of services from this subdivision to the limits of their property at such time as requested by the County.
8. That the road allowances, road widening and daylighting triangles indicated in the draft plan of subdivision be dedicated as public highway at no cost to the County, shall be constructed to the satisfaction of the County and free and clear of all encumbrances.
9. That the proposed streets be named to the satisfaction of the County and that 75% of the names shall be selected from the list of names of War Veterans.
10. No earth moving, tree removal, grubbing activities and any other site works shall be undertaken on the Subject Lands until the Developer/Owner has entered into the Subdivision Agreements. No servicing of the Development or any other work will be permitted without the execution and registration of the Subdivision Agreements which includes provision for security and \$5.0 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading and servicing works which are specifically permitted by a Site Alteration Permit and/or Pre-Servicing Agreement with the County. In order for the Developer/Owner to undertake any interim grading and servicing works under such a Site Alteration Permit and/or Pre-Servicing Agreement, the following items must be addressed and/or provided to the satisfaction of the County:

- (a) Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
  - (b) Detailed servicing, drainage and grading plan for the Subject Lands;
  - (c) Interim stormwater control plan for the Subject Lands;
  - (d) Erosion and sediment control plan for the Subject Lands;
  - (e) Public Works permit;
  - (f) Interim road care plan;
  - (g) Haul Road Designation if materials are to be removed from the Subject Lands;
  - (h) Hydrogeological and geotechnical reports;
  - (i) Dust control plan;
  - (j) Ecological Management Plan;
  - (k) Securities to address and implement any necessary measures noted in the above plans and reports;
  - (l) Liability Insurance;
  - (m) Conservation Authority Permit, if applicable;
  - (n) MTO permit, if applicable;
  - (o) ECA (Environmental Compliance Approval), if applicable; and,
  - (p) Form 1 (Record of Watermains Authorized as a Future Alteration), if applicable
11. That, prior to any interim grading and servicing works under a Site Alteration Permit and/or Pre-Servicing Agreement under Condition 10, the Developer/Owner provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ontario Ministry of Tourism, Culture and Sport that the Ministry is satisfied and has no objection to the development of the plan of subdivision or to its final approval for registration. Even if there is no Pre-Servicing Agreement under Condition 10, this requirement will also be addressed in the Subdivision Agreements.
12. The Subdivision Agreements shall satisfy all of the County's requirements, financial and otherwise, concerning the provisions and installation of associated municipal works both within and external to the Subject Lands and may include but not limited to securing the works to be done by an irrevocable letter of credit and payment of municipal fees, development charges, road works, street lights, underground services, drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County.
13. The Subdivision Agreements shall provide that, prior to any grading or construction on the Subject Lands and the final approval for registration of all or any part of the Subdivision, the Developer/Owner shall submit and obtain approval from the County of the following plans and reports:

- a. A detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices, Planning and Design Manual". It will also address the need to convey storm waters to a proper legal drainage outlet to the satisfaction of the County;
  - b. An erosion and siltation control plan must be prepared in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion & Sediment Control Guidelines for Urban Construction, dated December 2006;
  - c. An Ecological Management Plan, to the sole satisfaction of the County and GRCA, that demonstrates how the recommendations outlined in the Environmental Impact Study prepared by Natural Resource Solutions Inc. in August 2020 and shall include but not be limited to: a tree inventory, preservation, and compensation plan; a restoration and habitat enhancement plan; an environmental stewardship plan; a monitoring program; a sediment and erosion control plan; and a spill response plan; and,
  - d. Detailed lot grading and drainage plans;
14. The Subdivision Agreements will include a requirement that the Developer/Owner shall ensure that no stockpiles of fill or any overland drainage patterns be altered on the west, east and south sides of the total holdings within 30 meters of the property boundary unless otherwise approved by the County. That all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 meters in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as dangerous.
15. That the Subdivision Agreements shall require that the Developer/Owner is to maintain the site in a safe and satisfactory condition, free of debris, weeds and other such materials, until the plan is fully developed and the servicing is assumed by the County as contemplated by the Subdivision Agreements.
16. The Subdivision Agreement shall provide that each offer of purchase of all or any part of the Development shall contain a caution to the purchaser of the following:
  - a. That no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County;
  - b. That no buildings or structures, including but not limited to any dwelling, accessory structure, fence, swimming pool, shall be erected on or over any easement required due to this Development; and
17. The Subdivision Agreements and subsequent Development Agreements shall require that the Developer/Owner engage the services of a qualified Landscape Architect to develop a landscaping program to meet County requirements as outlined in the Official Plan and for the landscaping of the Development, including lands within the municipal right of way, Stormwater Management Block (Block 5), and Stormwater Channel Blocks (Blocks 7 and 8). Any planting materials shall be of native species in accordance with the County's Recommended Plant Species list.

18. The Subdivision Agreement shall require that, prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
19. The Subdivision Agreements shall include the requirements of Bell Canada be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
  - a) The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for Telecommunication services. Easements may be requires subject to final servicing decisions. In the event of any conflict with the existing Bell Canada facilities or easements, the Developer/Owner shall be responsible for the relocation of such facilities or easements.
  - b) Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which telecommunication facilities are situated and one or more conduits from the room (s) in which the telecommunication facilities are located to the street line, if required.
20. The Subdivision Agreements shall include the requirements of Grandbridge Energy Inc. be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
  - a) The Owner/Applicant will be required to enter into an Agreement with Grandbridge Energy Inc. to establish the terms and conditions of electrical service, including the financial requirements for servicing the residential units in the plan.
  - b) The Owner/applicant must grant easements to Grandbridge Energy Inc.'s satisfaction.
  - c) The Owner/Applicant will be responsible for all costs associated with relocation of existing electrical plant if required as a result of this development.
  - d) That the County of Brant be advised by Grandbridge Energy Inc. that their conditions have been satisfied.
21. The Subdivision Agreements shall require that, prior to registration of all or any part of the Subdivision, the Canada Post is to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner and the Canada Post.
22. The Subdivision Agreements shall include the requirements of the Grand River Conservation Authority be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
  - a) A detailed Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater

Management Practices Planning and Design Manual” and in keeping with the Preliminary Servicing & Stormwater Management Report TCA Industrial Subdivision prepared by Meritech, dated August 2020.

- b) Detailed Lot Grading and Drainage Plans showing existing and proposed grades.
  - c) An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority’s Guidelines for sediment and erosion control, including the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
  - d) An Ecological Management Plan (EMP) to the satisfaction of the County of Brant, in consultation with the Grand River Conservation Authority. The EMP must demonstrate how recommendations in the EIS will be implemented.
  - e) A permit has been obtained pursuant to the Grand River Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shoreline and Watercourses, Ontario Regulation 150/06 as amended, if required.
  - f) That the County of Brant be advised by the Grand River Conservation Authority that their conditions have been satisfied.
23. Prior to the final registration of any or all parts of the subdivision, the Developer/Owner shall address the following items to the sole satisfaction of the County and GRCA, in order to maintain and enhance wetland functions and natural features on the property, and to implement recommendations in the Environmental Impact Study:
- a) The Developer/Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the August 2020 Environmental Impact Study prepared by Natural Resource Solutions Inc. which was prepared for the Subdivision, to the satisfaction of the County and GRCA.
  - b) Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal, the Developer/Owner shall submit, to the sole satisfaction of the County and GRCA an Ecological Management Plan. The Ecological Management Plan is to implement recommendations from the supporting Environmental Impact Study noted in clause (a) for the property and includes, but not be limited to, the following:
    - i. A Tree Inventory, Preservation and Compensation Plan specifying trees to be removed and retained. The Plan shall include mitigation measures to be implemented prior to, during and after construction to protect trees to be retained;
    - ii. A Sediment and Erosion Control Plan;
    - iii. A Spill Response Plan;
    - iv. A Restoration and Habitat Enhancement Plan to restore and enhance natural features and habitat functions on the property including but not limited to landscaping SWM

Channel Blocks 7 and 8, naturalizing the stormwater management facility in Block 5, tree compensation, and vegetating roadside channels;

- v. An Environmental Stewardship Plan including a business information package and interpretive educational signage to be installed along the channel and stormwater management facility; and
  - vi. A pre-construction, construction-stage, and post-construction maintenance and monitoring program for the ecological management measures.
- c) The Developer/Owner shall provide a detailed cost estimate and financial securities for the completion of work to be completed as part of the Ecological Management Plan, to the sole satisfaction of the County. Prior to servicing the Subject Lands, the Developer/Owner will submit a letter of credit to secure the completion of the required preservation, enhancement, and mitigation measures. The Restoration and Habitat Enhancement Plan approved as part of the Ecological Management Plan is to be initiated within 6 months of completion of servicing to the satisfaction of the County, and completed according to the timelines identified in the approved Ecological Management Plan to the satisfaction of the County. The maintenance period of ecological enhancement and preservation measures will be for a period agreed upon to the satisfaction of the County.
- d) Prior to any land clearing, grading or other site alteration, the Developer/Owner shall install tree protection and/or sediment and erosion control fencing, to the sole satisfaction of the County.
- e) Vegetation clearing associated with subdivision construction shall be in compliance with the *Migratory Birds Convention Act*, as amended or updated to the date of the execution of any Development Agreements, in that no clearing of vegetation occur on site is to occur during the bird breeding season (April 1 to August 31) unless it can be ascertained by a qualified expert to the sole satisfaction of the County that no birds covered by the Act are observed to be breeding within or adjacent to the affected area.
- f) Tree removal associated with subdivision construction shall be timed to avoid the bat active season from April 1 to September 30 to avoid impacts to individual species at risk bats that may be using the lands.
- g) Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal, the Developer/Owner shall ensure compliance with the *Endangered Species Act*, as amended or updated to the date of the execution of any Development Agreements.
- h) The Development Agreements shall include that the Developer/Owner shall install permanent chain link fencing, to the sole satisfaction of the County, along the common property boundary within 15 centimeters of the buffers of SWM Blocks 5, 7 and 8.
- i) The Development Agreements shall include that prior to the registration of the all or any part of the subdivision, the Developer/Owner install

educational interpretive signage as per the Ecological Management Plan, to the sole satisfaction of the County.

- j) The Development Agreements shall include that the Developer/Owner prepare and include in all Agreements of Purchase and Sale, to the sole satisfaction of the County, a Business Environmental Stewardship Brochure describing the natural attributes of the subdivision and the importance of good stewardship practices to ensure the long-term health and sustainability of natural features in the area.
  - k) The Development Agreements shall include that following post-construction, maintenance and monitoring of the Ecological Management Plan, measures shall be undertaken by the Developer/Owner for at least 24 months from the date of substantial completion of the development (90%), to the sole satisfaction of the County and GRCA. Once satisfactory maintenance and monitoring are completed by the Developer/Owner, the County will assume any further future monitoring, as warranted.
  - l) The required transfer of SWM Blocks 5, 7 and 8 to the County shall not take place, following registration of the plan, until the Ecological Management Plan is implemented to the sole satisfaction of the County.
24. The Subdivision Agreement shall include language to ensure that the Developer/Owner is responsible for the decommissioning of any boreholes drilled on the Development as part of a hydrogeological investigation, or for any other subsurface investigation and for decommissioning any wells located on the Development in accordance with the requirements of the Ontario Water Resources Act and Ministry of the Environment, Conservation and Parks guidelines; and for any additional steps as may be required in order to obtain and forward to the County a certificate of a licensed Professional Engineer certifying such decommissioning has been done on the Development.
25. The Subdivision Agreements shall provide for the Developer/Owner's consent to the County, at its sole discretion, employing the services of a peer review consultant to review the all reports along with all engineering drawings related to infrastructure and transportation systems relating to the Development (including fencing), and possible off-site impacts related to such infrastructure and the transportation systems on the surrounding neighbourhoods. At the time of the execution of the first of the Subdivision Agreements, the Developer/Owner shall pay any and all such peer review costs incurred by the County to that date and, in the Subdivision Agreements, the Developer/Owner shall commit to paying all such peer review costs incurred by the County thereafter. In connection with these peer reviews, the County will provide the Developer/Owner with a schedule of peer review consultant rates and sufficient billing details for each peer review task.
26. The Subdivision Agreements shall provide that, prior to any work commencing on the Subject Lands, save and except grading and servicing works permitted by a Site Alteration Permit and/or Pre-Servicing Agreement under Condition 10, the Developer/Owner must confirm that sufficient wire-line communication, telecommunication infrastructure is currently available within the Subject Lands to provide communication/telecommunication service for the



Development. In the event that such infrastructure is not available, the Subdivision Agreements shall require the Developer/Owner to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure.

27. The Development Agreements shall include the requirements of the County be satisfied prior to registration and final approval of all or any part or all of the Subdivision. To this end, the following matters are to be addressed:
- a. That the Developer/Owner provide street tree landscaping plans to the satisfaction of the County, and that all trees be of a native species as listed in the County's Recommended Plant Species List, to the satisfaction of the County.
  - b. That the Developer/Owner, be required to reconstruct all roads to the satisfaction of the County of Brant if installing underground services. The cost of the rehabilitation of the roads and the installation of services beyond those which are accounted for the Development Charges Background Study will be the sole financial responsibility of the Developer.
  - c. The Developer/Owner is to pay for, and install street lighting that is to be located along the proposed streets and external existing streets, as required and to the satisfaction of the County.
  - d. The Developer/Owner will be required to regrade the frontages of the Subject Lands to ensure that a sight distance consistent with the TAC Manual is provided and to allow for proper road drainage.
  - e. Relocation of any existing infrastructure, such as but not limited to, hydro poles and telecommunication pedestals, shall be at the expense of the Developer/Owner.
  - f. The Developer/Owner will be required to provide and install underground services (including the burial of existing hydro services or new hydro services required for the development) to the satisfaction of the County.
  - g. The Developer/Owner, shall be required to undertake any road upgrades on Bethel Road, Rest Acres Road and/or Pottruff Road along the subdivision frontage that may be required by the County or MTO as a result of this development, including but not limited to reconstruction, urbanization, curbing, storm sewers and appurtenances, additional turn lanes, sidewalk, boulevard features, drainage features, intersection improvements, signalization and/or widening all at the Developer's sole cost and/or in accordance with the County's Development Charges Background Study, and to the satisfaction of the County.
  - h. That the detailed design and road construction for the road improvements required along Bethel Road and Pottruff Road may be completed by the County of Brant.
  - i. The Geotechnical Investigation shall encompass all of the subject property and be to the satisfaction of the County.
  - j. The Hydrogeological Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, in consultation with the Ministry of the Environment, Conservation and Parks.

- k. The subdivision agreement shall include provisions requiring Noise Attenuation Studies for all future Site Plan Control Applications related to the development of the subject lands.
- l. The Developer/Owner will provide to the County a request for a water distribution system model update demonstrating that there is adequate water supply and pressure for fire protection and potable water to accommodate the Development, at the Developer's sole expense.
- m. The Developer/Owner will provide to the County an Operations & Maintenance Manual and 10-Year Maintenance Plan, including budgetary cost estimates following the approval of the design package for the Stormwater Management Pond and/or LID infrastructure.
- n. The Developer/Owner shall design and construct to County standards:
  - a) All on-site storm water management systems including a legal outlet for storm water; and,
  - b) all on-site and off-site sewage conveyance and sewage treatment facilities; and,
  - c) all on-site and off-site water supply and conveyance system facilities, capable of servicing the Development.
- o. In the Development Agreements the Developer/Owner will agree to pay for and to post security to cover the cost of all maintenance and repairs of such facilities until the expiration of all maintenance periods provided for in the Development Agreements and until such facilities are accepted and assumed by the County under the terms of the Development Agreements. If necessary, as determined by the County, the County will install, operate, maintain some or all of such facilities services at the Developer/Owner's cost and if this is necessary the Developer/Owner will enter into a contract and/or some other appropriate agreement with the County for this purpose until such facilities are accepted and assumed by the County under the terms of the Development Agreements.
- p. That the Developer/Owner be responsible for all winter maintenance including costs until the County has assumed the roads.
- q. The Developer/Owner shall be responsible for providing the County with the necessary data, in a format required by the County, to ensure compliance with PSAB 3150 and the County's Asset Management Plan.
- r. Approval of the drawings for the Subdivision shall be in accordance with this Schedule and the draft conditions of approval of the Subdivision and such requirement shall be included in the Development Agreements and shall be consistent with the County's Development and Engineering Standards and good engineering practices.
- s. That the Applicant acknowledges and agrees that the County will update the Schedules in the Official Plan pertaining to the Natural Heritage System and Natural Heritage System Features, in accordance with the approved Draft Plan of Subdivision and Environmental Impact Study, as part of the next update to the County Official Plan.

- t. That the Developer/Owner be responsible for the installation of a 1.8 metre wood privacy fence on the westerly side of Block 3 to provide screening from the adjacent OPP Station.
28. Prior to the final registration of all or any part of the Subdivision, the Developer/Owner provide to the General Manager of Development Services through an Ontario Land Surveyor confirmation that all proposed Lots, Blocks and Units meet the minimum lot and/or unit area and frontage requirements of the Corporation of the County of Brant Zoning By-Law 61-16.
29. The Subdivision Agreements shall require the Developer/Owner to deposit Mylars and digital copies of the Plan of Subdivision, to the satisfaction of the County. The digital copies shall be submitted in ESRI compatible format, such as shapefile or file geodatabase.
30. Prior to the final registration of all or any part of the Subdivision, the Developer/Owner's surveyor shall submit to the County horizontal co-ordinates of all boundary monuments for the approved Subdivision, to the satisfaction of the County.
31. The Subdivision Agreements shall include provisions for the completion and maintenance of the works in accordance with the approved plans and reports set out in this Schedule or in the conditions of draft approval for the Subdivision.
32. The Subdivision Agreements shall be registered by the Developer/Owner against the lands to which each applies and shall provide the County with whatever notice and documentation of such registration as the County may require.
33. At any time prior to final approval of the Subdivision, the County may ask for additional information or material that the County may consider it needs.
34. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
35. The Subdivision Agreements shall provide that, at any time and from time to time prior to final approval of the Subdivision and specifically at the time of registration of the Subdivision, the Developer/Owner shall provide proof to the County that the requirements of the Environmental Protection Act have been complied with.
36. That the Developer/Owner provides Park Blocks or cash-in-lieu of parkland dedication to the County of Brant in accordance with the Parkland Dedication By-Law and the Official Plan.
37. That the Developer/Owner install fencing to be determined through detailed Engineering Review, to the satisfaction of the County.
38. That the Applicant acknowledges and agrees that the County will update the Natural Heritage System on Schedules A and C of the Official Plan, in accordance with the approved Environmental Impact Study, as part of the next housekeeping amendment for the Official Plan.
39. That the Developer/Owner satisfy the conditions of the Ministry of Transportation (MTO), as follows:

- a. That prior to final approval, the owner(s) to submit to the Ministry of Transportation for review and approval, a copy of a Traffic Impact Study indicating the anticipated traffic volumes and their impact on Highway 24 (Rest Acres Rd) the following locations:

- i. Highway 403 and Rest Acres Rd North ramp terminal,
- ii. Highway 403 and Rest Acres Rd South ramp terminal, and
- iii. Rest Acres Rd and Bethel Rd.

The Traffic Impact Study will be prepared in accordance with MTO's Traffic Impact Study Guidelines. The owner's transportation consultant shall be RAQS certified.

- b. That prior to final approval, the owner should be aware that any highway improvements identified from our review and analysis of the Traffic Impact Study will be the financial responsibility of the owner. A Legal Agreement will be required to be entered into between the owner and MTO, whereby the owner agrees to assume financial responsibility for the design and construction of all necessary associated highway improvements.
  - c. That prior to final approval, the owner shall submit a stormwater management report along with grading/drainage plans for the proposed development for review and approval.
  - d. That prior to final approval, arrangements shall be made to the satisfaction of the Ministry of Transportation for the erection of a security fence along the westerly boundary of the plan where it abuts Ministry of Transportation lands along Highway 24 (Rest Acres Rd).
  - e. That prior to final approval, 0.3 metre reserve Block 16 along Highway 24 (Rest Acres Road) frontage shall be identified on the final plan, and that the Owner's/Developer's Solicitor provides the Ministry of Transportation with a signed Undertaking to convey these blocks to the Ministry of Transportation immediately following registration of the plan, to the satisfaction of the Ministry of Transportation.
  - f. That Prior to final approval, the owner shall submit to the Ministry of Transportation for review and approval a draft copy of the M-Plan for this subdivision.
  - g. That prior to final approval, the owners shall provide the Ministry of Transportation for review and approval, the Conditions of Draft Plan Approval and Draft Subdivision Agreement to ensure our requirements have been incorporated.
40. At least 90 days prior to final approval of the Subdivision, the County of Brant is to be advised in writing by the Developer/Owner, how Conditions 1 through 39 have been satisfied.
  41. Pursuant to Section 51(32) of the Planning Act, draft plan approval, together with all conditions, shall lapse in three (3) years from the date of granting original draft plan approval by the Local Planning Appeal Tribunal, should final approval not be given. For any subsequent phase, draft approval shall lapse if final approval is not given within three (3) years of registration of the previous phase.

#### **NOTES TO DRAFT PLAN APPROVAL:**

- a. *It is the Developer/Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded to the County of Brant by the appropriate agencies.*
- b. *The final plan approved by the County of Brant must be registered within 30 days of final clearance by the County or the County may withdraw its approval pursuant to Section 51 (59) of the Planning Act.*
- c. *As noted as a condition, the County will require registration of the Subdivision Agreement against the subject lands, to which it applies, as notice to prospective purchasers.*
- d. *The Developer/Owner shall be responsible for notifying the County of Brant six (6) months in advance of the lapse date of its intention with respect to the extension of draft plan approval of the Residential Subdivision.*
- e. *For certainty, any reference to final registration of all or any part of the Subdivision shall refer to that portion of the lands which the Developer/Owner is seeking to have registered at that particular time and not the entirety of the lands owned by the Developer/Owner.*