

## SCHEDULE "B"

To

### **COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL PLAN OF SUBDIVISION FILE: PS1-22-DN – VICANO DEVELOPMENTS LTD.**

Please note in these conditions of draft approval, any reference to 'Owner', 'Developer' or 'Applicant' shall be interpreted as referring to *Vicano Developments Ltd* and that reference to the 'County' shall be interpreted as referring the *County of Brant*. The 'Subject Lands' are identified as *982 Rest Acres Road*.

The conditions of draft approval associated with the Plan of Subdivision require that the *Developer* enter into a Subdivision Agreement or Development Agreement that is satisfactory to the *County* in connection with the Subdivision which includes 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 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 PS1/22/DN, from MHBC Planning, Agent on behalf of Vicano Development Limited, *Applicant/ Owner* of lands legally described as Brantford Concession 2 Part Lot 10 Registered Plan 2R4737 Part of Parts 1 and 2, in the geographic Township of Brantford, municipally known as 982 Rest Acres Road seeking Draft Plan of Subdivision Approval to create development and infrastructure blocks along new municipal road to facilitate additional employment land availability within the Primary Urban Settlement Area of Paris, as described within the Draft Plan, be approved, subject to the following conditions of draft plan approval.

1. That at the time of registration, the *Developer* convey Block 2, (SWM Facility); Block 3 (Servicing Corridor); Blocks 4 & 5 (Road Widening) and Blocks 6 & 7 (0.3m Reserves), to the satisfaction of the *County*.
2. That prior to final approval, the *County* completes the Functional Design for the roundabout intersection of Street A and Rest Acres Road, and the owner agrees to provide any additional road widening to implement the approved Functional Design, to the satisfaction of the *County of Brant*.
3. That prior to final approval, the *County* confirm that Block 3 (Servicing Corridor) is adequately sized to accommodate existing or planned infrastructure or determine the need for any additional easement requirements with any modification to increase or decrease the Block will be required on the final plan to the satisfaction of the *County of Brant*.
4. 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.

5. 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.
6. The *Subject Lands* 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*.
7. 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.
8. 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*.
9. 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.
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 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 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) Construction Management Plan
  - (h) Haul Road Designation if materials are to be removed from the *Subject Lands*;
  - (i) Hydrogeological and geotechnical reports;
  - (j) Dust control plan;
  - (k) Ecological Management Plan;
  - (l) Securities to address and implement any necessary measures noted in the above plans and reports;
  - (m) Liability Insurance;
  - (n) Tree Inventory and Preservation Report.
  - (o) Conservation Authority Permit, if applicable;
  - (p) MTO permit, if applicable;
  - (q) CLI-ECA (Environmental Compliance Approval), if applicable; and,
  - (r) 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, 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, this requirement will also be addressed in the Subdivision Agreements.
  12. Prior to any interim grading and servicing works under a Site Alteration Permit and, Pre-Servicing Agreement under Condition 9, the *Developer/Owner* provides a Tree Inventory and Preservation Report to the *County* and evidence that the Trees Conservation Committee and, Forester for the *County* is satisfied. Such comments must clearly establish what areas, if any, are to be protected from development, what areas are to be developed and what areas, if any, are to be reserved for new tree plantings. Even if there is no Pre-Servicing Agreement, this requirement will also be addressed in the Subdivision Agreements.
  13. 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*.

14. 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; and
  - c. Detailed Lot Grading and Drainage Plans;
15. 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 north of proposed 'Street A' and 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.
16. That the Subdivision Agreements shall require that the *Developer/Owner* 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.
17. 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
18. 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 Facility Block (Block 2), and Servicing Corridor Block~~s~~ (Block 3).

Any planting materials shall be of native species in accordance with the *County's* Recommended Plant Species list.

19. 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.
20. 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.
21. 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.
22. 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.
23. That considerations for a public multi-use path be established within the Stormwater Management Facility (Block 2) utilizing proposed 'Street A' and Service Corridor (Block 3), connecting to the planned multi-use path along the west side of Rest Acres Road. The path shall contain landscaping, furniture and pedestrian scale lighting as determined through detail design.

24. Prior to final registration of all or any part of the subdivision, the Developer/Owner shall address the following items to the sole satisfaction of the County, in order to maintain and enhance natural areas, maximize vegetation in settlement areas, and implement recommendations in the Environmental Impact Studies prepared by Natural Resource Solutions Inc. as pertaining to the *Subject Lands*:
- a) The Developer/Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the February 2022 Environmental Impact Study and August 2022 Environmental Impact Study Addendum prepared by Natural Resource Solutions Inc., as pertaining to the *Subject Lands*, to the satisfaction of the County.
  - b) Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal on the *Subject Lands*, the Developer/Owner shall submit written confirmation from the Ministry of Environment, Conservation and Parks that no authorization is required from the Ministry to ensure compliance with the Endangered Species Act. Should authorization be required under the Endangered Species Act, the applicant shall not conduct any site preparation, topsoil removal, grading, tree cutting or vegetation in the area requiring authorization until such authorization is obtained.
  - c) Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal on the *Subject Lands*, the Developer/Owner shall submit and implement, to the sole satisfaction of the County an Environmental Implementation Plan to implement recommendations from the supporting Environmental Impact Studies noted in clause (a) for the property and whereby the Environmental Implementation Plan shall include, 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. Replacement trees shall be provided at a ratio of 10 new trees for each tree removed with a diameter at breast height equal to or greater than 10 cm. Replacement trees shall be provided on the *Subject Lands*, on alternate lands approved by the County, and/or as cash-in-lieu to the County Tree Planting Fund in an amount prescribed in the County Fees and Charges By-Law. Where planted on the *Subject Lands* or an alternate location, replacement trees shall have a minimum height of 1.0 metres and a circumference of three inches, unless otherwise approved by the County.
    - ii. Wildlife Mitigation Plan.
    - iii. A Sediment and Erosion Control Plan.
    - iv. A Spill Response Plan.
    - v. A pre-construction, construction-stage and post-construction, maintenance and monitoring program for the ecological management measures.

- d) Prior to final registration of all or any part of the subdivision, the Developer/Owner shall submit, to the sole satisfaction of the County the following plans to implement recommendations from the supporting Environmental Impact Studies noted in clause (a) for the property:
  - vi. A Restoration and Habitat Enhancement Plan to maximize natural features and habitat functions on the property within Stormwater Management Facility Block 2 and Servicing Corridor Block 3.
  - vii. An Environmental Stewardship Plan including a business information package and interpretive educational signage to be installed along the channel and stormwater management facility.
- e) Prior to final registration of all or any part of the subdivision, the Developer/Owner shall provide a detailed cost estimate and financial securities for the completion of work to be completed as part of the Environmental Implementation Plan and Restoration and Habitat Enhancement Plan, to the sole satisfaction of the County. Prior to final registration of all or any part of the subdivision, the Developer/Owner must submit a letter of credit to secure the completion of the required preservation, enhancement, and mitigation measures. The Restoration and Habitat Enhancement 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 Restoration and Habitat Enhancement Plan to the satisfaction of the County.
- f) Prior to any land clearing, grading or other site alteration on the *Subject Lands*, the Developer/Owner shall install tree protection and/or sediment and erosion control fencing in accordance with approved plans, to the sole satisfaction of the County.
- g) Vegetation clearing associated with subdivision construction shall be in compliance with the Migratory Birds Convention Act, in that no clearing of vegetation occur on site is to occur during the bird breeding season (late March to August 31) unless it can be ascertained by a qualified expert that no birds covered by the Act are observed to be breeding within or adjacent to the affected area.
- h) 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.
- 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 Environmental Stewardship 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 Environmental Implementation Plan and the Restoration and Habitat Enhancement 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. 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 Stormwater Management Facility Block 2 and Servicing Corridor Block 3 to the County shall not take place, following registration of the plan, until the Environmental Implementation Plan and the Restoration and Habitat Enhancement Plan are implemented to the sole satisfaction of the County.
25. 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.
26. 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.
27. 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, 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.
28. 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 work with the County of Brant to undertake any road upgrades on Rest Acres 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 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. The Geotechnical Investigation shall encompass all of the subject property and be to the satisfaction of the *County*.
- i. 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.
- j. 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*.
- k. 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.
- l. 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.

- m. 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.
  - n. 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.
  - o. That the *Developer/Owner* be responsible for all winter maintenance including costs until the *County* has assumed the roads.
  - p. 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.
  - q. 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.
29. 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.
30. That the *Developer/Owner* provide a copy of accepted digital plans, submitted in an AutoCAD compatible digital format. The submission shall be the final plan in content, form and format and properly geo-referenced.
31. 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.
32. That the *Developer/Owner* provide proof/copy of draft approved civic addressing for the proposed development issued by the Planning Division to the satisfaction of the *County*.
33. 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.

34. 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*.
35. 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.
36. 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.
37. 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.
38. *County* Development Charges and Surcharges are payable in accordance with the applicable *County* Development Charges By-Law, as amended from time to time.
39. 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.
40. 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.
41. That the *Developer/Owner* install fencing to be determined through detailed Subdivision and Site Plan Control reviews, to the satisfaction of the *County*.
42. 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 Powerline 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 a minimum setback, to be determined by the Ministry of Transportation from the 403 Corridor/ Highway 24 (Rest Acres Rd), be provided and maintained free and clear of buildings/ structures, infrastructure, parking, landscaping and/or any other site related features, as required by the Ministry of Transportation.
  - f. That prior to final approval, any additional blocks to be identified for the purposes of road widening, 0.3 metre reserve or easements, as required, 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.
  - g. 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.
  - h. 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.
43. 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.
44. 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.*