



CLEARVIEW
TOWNSHIP

Conditions of Draft Plan Approval

File No.: 2025-009-SD

Owner: Emerald Creek (Pacific Homes)

Approval Date: July 28, 2025

Lapsing Date: September 12, 2025

Extension Date: July 31, 2030

Draft Plan Details: Draft Plan of Subdivision prepared by Jones Consulting Group Ltd., dated May 20, 2022, certified by the Surveyor Frank Mauro, B.Tech., O.L.S, on May 24, 2022, certified by the Owner on May 24, 2022.

Basis of Approval

Plan Number & Purpose of Lots/Blocks

Land Use	Lots/Blocks	Area (ha)	Units
Single Residential (15.0m)	Lots 28-30, 39-48	0.95	17
Single Residential (12.2)	Lots 1-22, 31-33, 35-38, & 55-58	1.51	33
Semi Detached Residential	Lots 23-27, 34, & 49-54	0.79	22
Street Townhouse Residential	Block 62-72	1.69	63
Medium Density	Block 85	1.08	42
Commercial Lands	Block 73 & 74	2.01	
Trail/Park	Block 75 & 76	0.78	
Environmental Protection	Block 77 & 78	4.06	
Stormwater Management Block	Block 79 & 80	1.53	
Road Widening	Block 81-84	0.09	
Streets (Emerald Creek Boulevard, Moonstone Street, and Birchwood Boulevard)	--	3.07	
		17.56	177

Approval Granted

The undersigned hereby attests that draft plan of subdivision approval for the development described herein has been approved subject to conditions as outlined below.

Dated: July 28, 2025

Doug Measures, Mayor

Sasha Helmky-Playter, Clerk

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Conditions of Approval

The following conditions of approval have been imposed on the approval of this plan of subdivision as Township Council is of the opinion that they are reasonable, having regard to the nature of the development proposed for the subdivision pursuant to s. 51(25) of the Planning Act.

General

1. That this draft approval shall lapse if Final Approval is not given to this Plan within five (5) years of the draft approval date, and no extensions have been granted.
2. That the owner shall enter into a consolidated subdivision agreement with, and to the satisfaction of, the Municipality to give effect to all relevant conditions of approval and any other matters regarding the proper development of the subdivision as specified by the Municipality in such agreement. Accordingly, the conditions set out herein, shall be incorporated into the subdivision agreement, as applicable, to the satisfaction of the Municipality in its sole and unfettered discretion, and shall be obligations of, and at the cost of, the owner.
3. The subdivision agreement shall deal with such matters as, but not limited to, the following: construction of works; ownership of works; registration of the plan and agreement; use of inhibiting orders; servicing allocations; conditions for release of building permits; timing of works; works to be constructed and maintained; fees, deposits and payments to be made; securities and their administration; indemnities and insurance; the owners obligations; conditions for occupancy; general conditions of approval; special conditions of approval; the acceptance and assumption of works; conveyances, restrictive covenants and notices to title; and, all relevant administrative clauses.
4. The subdivision agreement may allow for phasing of the subdivision subject to the approval of the Municipality of a comprehensive phasing plan. Phasing may be accomplished either by full registration and phasing clauses in the subdivision agreement or by partial registration. Phasing under full registration shall incorporate the use of inhibiting orders and other measures to ensure the proper and orderly development of the subdivision. Phasing by partial registration shall be undertaken on the basis that the draft plan approval and conditions shall continue to apply to remaining phases. Accordingly, the lapse date and ability to alter conditions would be applicable to remaining phases.
5. A qualified professional is to be retained to prepare and submit all drawings and reports required for final approval and construction of the Plan; to inspect construction as necessary to ensure proper installation and compliance with municipal and other relevant authority standards; and, to certify in writing that the required works were constructed in accordance with the plans, reports and specifications, as approved by the Municipality and all other relevant authorities.
6. Approval of the Draft Plan is contingent upon the owner satisfying all conditions of approval, such conditions being inter-related and inter-dependent and upon which the Municipality has relied to significant extent in making its decision of approval. Therefore, in the event of any request (including appeal) for alteration to a single condition, the Municipality reserves the right to alter or add to these conditions or withdraw its approval.
7. The Owner and Municipality agree that the development of the Plan may occur in phases. This will require the preparation and submission for approval of the Municipality, of a phasing plan which shall form part of the Subdivision Agreement. This phasing Plan shall outline any necessary temporary works which may be required, including, but not limited to, utilities and municipal services, turning circles, future road connections, alternative

road endings, signage, fencing and landscaping. The phasing plan shall also provide for any additional temporary easements or conveyances necessitated to provide the temporary works or services. The phasing plan shall also identify any lots which may be temporarily constrained from development as a result of the phasing and any temporary works required. Servicing shall only be allocated to phases which are being registered and developed and for which allocation has been confirmed and securities are provided.

8. Prior to final approval, the Owner shall submit the following to the satisfaction of the Municipality and/or any other applicable Agencies:
 - a) An Archaeological Assessment Report;
 - b) An Acoustical Study
 - c) A Traffic Impact Study;
 - d) A Geotechnical Report;
 - e) A Hydrogeological Report;
 - f) A Site Grading and Drainage Plan;
 - g) A Tree Inventory & Preservation Plan;
 - h) A Functional Servicing Report;
 - i) A Removals Plan;
 - j) A Site Phasing Plan;
 - k) A Site Servicing Plan;
 - l) A Composite Utility Plan;
 - m) An Environmental Noise Assessment;
 - n) Architectural Design Guidelines;
 - o) An Environmental Impact Study;
 - p) A Natural Hazard Land Study;
 - q) An Environmental Site Audit;
 - r) A Well Interference Study;
 - s) An Erosion and Sedimentation Control Plan;
 - t) A Stormwater Management Report including SWM pond layout plan to confirm sufficient area of dedication;
 - u) Plan of Easements;
 - v) A Park(s) Facility Fit Plan(s); and
 - w) A Vibration Monitoring Program.
9. The Owner shall agree in the subdivision agreement, in wording acceptable to the Township and any applicable authority to carry out or cause to be carried out the recommendations and measures contained within the accepted plans and reports set out above.
10. Prior to any site alteration, the following shall be prepared to the satisfaction of the Municipality, Nottawasaga Valley Conservation Authority, County of Simcoe, and the Ministry of Transportation:
 - a) An Archaeological Assessment Report and appropriate archaeological resource conservation requirements.
 - b) A Tree Inventory and Preservation Plan;
 - c) An Environmental Impact Study shall address Species at Risk (SAR) screening.
 - d) An Environmental Site Audit.
 - e) A Geotechnical Report.
 - f) A Hydrogeological Report.
 - g) A detailed Storm Water Management Report.
 - h) A detailed Erosion Control Plan.
 - i) A detailed Grading Plan
 - j) A Construction Staging/Phasing Plan.
11. The Owner shall agree in the subdivision agreement that all lots or blocks to be left vacant shall be rough graded such that best efforts are taken to ensure that there is no standing water and maintained in general conformance with the accepted comprehensive grading plan(s). The Owner further agrees to topsoil and hydro-seed any area not proceeding to

construction within a timeframe satisfactory to the Municipality and to install signage to prohibit dumping and trespassing, at the sole cost of the Owner.

12. The Owner acknowledges that final engineering design may result in minor variations to the Plan (e.g. In the configuration of road allowances and lotting, number of lots, etc.), which may be reflected in the final Plan to the satisfaction of the Municipality.
13. Prior to any site alteration, the Owner shall agree in the site preparation, pre-servicing and/or subdivision agreement to retain a Hydrogeologist to monitor the private wells and groundwater conditions, including vulnerabilities related to the aquifers, to assess any impact on the existing wells and/or aquifers in the area surrounding the draft plan, where groundwater conditions may be impacted by the development of the subdivision. The Owner shall submit reports prepared by such Hydrogeologists, to the satisfaction of the Municipality, documenting the results of the monitoring program.

The Owner shall provide potable water to any landowner whose private well or water system is adversely impacted and to permanently rectify the problem, to the satisfaction of the landowner and the Municipality. The potable water to be provided and any works to rectify the problem with the private well or water system shall be at the sole cost of the Owner.

The Owner shall agree to have a baseline of area wells established prior to the commencement of any works on the Plan lands.

14. The Owner shall agree in the Subdivision Agreement:
 - a) That prior to final approval, the Owner shall retain a Professional Engineer (typically geotechnical consultant) to review the proposed works and existing soil conditions and define a Zone of Influence of vibrations as well as submit a proposed Vibration Monitoring Program. The Zone of Influence shall include the area of land (and buildings that potentially may be impacted by vibrations emanating from a construction activity as defined by the Professional Engineer referred to above in the vibration monitoring program, to the satisfaction of the Township.
 - b) The Owner shall agree in the Subdivision Agreement that prior to commencement of construction, the Owner shall retain a qualified consultant to complete a pre-condition survey of all existing dwellings/ structures within the Zone of Influence as described above. The survey shall include photographic inventory of existing conditions of the interior and exterior of all buildings. In the event that a property owner will not permit access to the interior of the dwelling, the consultant shall provide written documentation to the Owner and the Township. The Owner shall provide a copy of the full pre-condition survey to the Township Engineer.
 - c) The Owner shall agree as part of the Subdivision Agreement that vibration levels shall be measured by the Owner's Engineering during construction on/ at all existing buildings and structures within the defined Zone of Influence during construction in accordance with the monitoring program submitted with the Subdivision Agreement approval. A minimum of 1 vibration monitoring gauge is to be installed prior to earthworks construction at or near the existing structure that is closest to the work zone, regardless of the defined Zone of Influence.

Financial & Administrative

15. All taxes, utilities and charges outstanding against the lands are to be paid prior to the registration of any plan of subdivision.

16. All drainage charges (Drainage Act) and local improvement charges, municipal service fees and special service fees (Municipal Act) are to be commuted and/or paid, as applicable, prior to registration of any plan of subdivision.
17. Applicable Final Approval fees and administrative charges, including deposits, are to be paid when making first submission for Final Approval of the Draft Plan.
18. All financial requirements of the Municipality with respect to the approval and development of the subdivision are to be completed/submitted to the satisfaction of the Municipality in its sole and unfettered discretion.
19. All processing and administrative fees, including securities and deposits, shall be paid in accordance with the municipal policies, administrative practices and by-laws in effect at the time of signing of the agreement or as otherwise stipulated in the agreement.
20. All applicable Development Charges are to be paid in accordance with the Municipal Development Charges By-law, County Development Charges By-law, and Education Development Charges By-law. The subdivision agreement will include variations to the municipal development charges if any credits and/or prepayments towards services have been made.
21. All development approval fees of the Nottawasaga Valley Conservation Authority are to be paid as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the powers of the Conservation Authorities Act.

Conveyance & Transfers

22. The road allowances shown as Emerald Creek Boulevard, Moonstone Street, and Birchwood Boulevard on the draft plan, shall be conveyed to the Municipality as public highways, without monetary consideration and free and clear of encumbrances.
23. Such easements as may be required for utility, drainage and construction purposes shall be conveyed to the Municipality, and to other appropriate Agencies or Authorities, to their satisfaction without monetary consideration, and, free and clear of all encumbrances.
24. Any dead ends and open sides of road allowance created by this Draft Plan shall be terminated in 0.3 metre reserves to be conveyed to and held, in trust, by the municipality.
25. Block 81 (road widening and visibility triangles) is to be dedicated as public highway on the final plan and Blocks 82 and 83 (0.3m reserve) are to be conveyed by deed, free and clear of all encumbrances to the Ministry of Transportation (MTO).
26. Blocks 79 and 80 shall be conveyed to the municipality for stormwater management and drainage purposes, free and clear of all encumbrances.
27. Where deemed necessary by the Municipality, the Plan to be registered shall show a 0.3 metre reserve along the exterior side yard lot lines of corner lots and corner blocks, and rear lot lines, which reserves shall be conveyed to the Township, without monetary consideration and free of all encumbrances.
28. The Plan to be registered shall show daylight triangles on each corner lot in accordance with the Township's Engineering Standards in effect at the time of detailed design, or as determined by the Township, which are to be conveyed to the Township without monetary consideration and free of all encumbrances.
29. Blocks 75 and 76 shall be conveyed to the municipality as trail and parkland, free and clear of all encumbrances.

30. The Owner will clarify if Blocks 77 and 78 shall be conveyed to the NVCA or Municipality for environmental protection, free and clear of all encumbrances, and will not be considered as part of the requirement under the planning act for parkland dedication.

Further Approvals

31. The lands shall be appropriately zoned for the proposed residential, commercial, and multiple residential developments.

32. The regulatory floodplain and the stormwater management areas have been restrictively zoned so as to not permit development other than for flood and erosion control works. A copy of the adopted zoning by-law is to be provided to the Nottawasaga Valley Conservation Authority.

33. The entire lands associated with the plan of subdivision are subject to a hold zone symbol (H) which establishes as condition of the removal of the hold as following:

- a) Registration of the Plan of Subdivision and a Subdivision Agreement has been entered into with the Municipality, securities provided, and the Agreement registered on title of the lands and the development phase in which the lands are located has been released for development.

34. Blocks 62 to 74 and 85 shall be subject to site plan control and architectural control plan where applicable.

35. An Acoustical Study for the commercial blocks of Block 73 and 74. Acoustical fencing will be required on Block 73 to buffer the veterinary clinic.

Required Municipal Services

36. Sanitary sewer and water supply allocations shall not be committed for this development until Final Approval of the Plan of Subdivision by the Municipality and registration of the Subdivision Agreement, and when the Municipality confirms that such allocations are available for such purposes. As indicated in condition 7, servicing may be allocated to approved phases of development upon registration and provision of securities for the phase to which services are allocated.

37. Prior to final approval, an overall Servicing Plan shall be prepared and submitted for approval to the Municipality by the Owner.

38. All internal and external services required for the development of this Plan shall be required to be designed by a qualified professional to the Municipality's satisfaction and shall be constructed/installed at the Owner's expense.

39. Prior to final approval and Plan registration, all streets shall be named to the satisfaction of the Municipality and shall be included on the final detailed design drawings.

40. Prior to final approval, a municipal numbering system shall be assigned to the satisfaction of the Municipality with regards to 911 emergency servicing. The Owner shall agree in the Subdivision Agreement to display the lot/block number and corresponding assigned municipal address in a prominent location on each lot/block.

41. The road allowances within the Plan shall be designed in accordance with the Township's Engineering Standards for road, intersection, and temporary turning circles design. The pattern of streets and the layout of the lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments, to the satisfaction of the Municipality.

42. Sidewalks and trails shall be constructed in accordance with the Municipality's Engineering Standards, in effect at the time of detailed design. Including external sidewalks along Highway 26 subject to MTO approvals.
43. Upgrades to existing municipal services required for the development of this plan shall be required to be designed by a qualified professional to the Municipality's satisfaction and constructed/installed at the Owner's expense.
44. Black vinyl chain link fencing shall be installed along the lot lines of any lot or block where they abut parks, open space, environmentally protected areas, natural wooded areas, stormwater management facilities, any other lands/blocks owned by the Municipality and any other areas as required by the Municipality, at the sole cost of the Owner.
45. Tight board privacy fencing shall be installed where residential lands abut commercial lands, existing residential properties, walkways, and/or other areas as required by the Municipality, at the sole cost of the Owner.
46. Acoustic fencing, if required, shall be installed as per the applicable Acoustical Report recommendations, at the sole cost of the Owner.
47. The development of Blocks 73 to 74 and 85 shall include a requirement to provide a public open space and entrance amenity to the satisfaction of the Municipality. The Owner shall agree in the subdivision agreement to provide additional parking as needed for the development of the Medium Density blocks, Block 85.
48. Prior to final approval, the Owner shall submit to the Municipality a traffic impact study indicating the anticipated traffic volumes generated by the subdivision and their impact upon the proposed road network and proposed intersections with Emerald Creek Boulevard and Highway 26. The study shall identify any additional works that may be required to deal with traffic impacts and shall carry out the recommendations and measures of the study at the Owner's sole cost.
49. The Owner shall be required to construct all roads to an urban standard, in keeping with the Township's Engineering Standards.
50. The Owner shall agree in the subdivision agreement that every seventh (7th) lot shall be left unbuilt as a fire break in the development.
51. The Owner shall be required to oversize services within their lands as necessary to accommodate external lands, as well as provide external services to service their own development lands.
52. Where the Owner has front ended costs to oversize services or has provided external services that benefits other landowners for their developments; and provided the cost for these services have not been included in the Municipality's Development Charges By-law; the Municipality, if in agreement to do so at the Municipality's discretion, will use all reasonable efforts to recover such costs from those benefiting landowners and any of those funds collected will be provided to the Owner who front ended the services as specified in the subdivision agreement and for a specified time period.
53. The Owner shall coordinate the preparation of an overall utility distribution plan to the satisfaction of all applicable utility authorities, including but not limited to gas, hydro, telecommunications and the Municipality. The plan shall include signoff of all applicable utility companies.
54. Prior to final approval, the Owner shall provide confirmation to the Municipality that satisfactory arrangements, financial or otherwise, have been made with the necessary utility companies for any facilities serving this draft plan of subdivision.

55. The Owner shall agree to design, purchase materials and install a street lighting system, compatible with the existing and/or proposed systems in the surrounding plans, all in accordance with the Township's Engineering Standards, including but not limited to being Dark Sky Compliant.

Parkland, Trails & Open Space

56. All public spaces are to be developed and conveyed to the Municipality, to municipal standards and free and clear of encumbrances.

57. 5% cash-in-lieu and/or land for parkland is to be provided to the Municipality, or a combination of both.

58. Prior to final approval, the Owner shall submit a plan, prepared by a qualified landscape architect, of the park being dedicated or developed, showing the location, description and caliber of trees being proposed for planting, walkways/paths, which shall be fully accessible, fencing, playground equipment (quality and type), lighting, parking, etc., for review and acceptance by the Municipality.

59. The Owner shall agree in the subdivision agreement to provide hydro, water, sanitary and storm services to the inside edge of the park, through the park, or to a location within the park, to the satisfaction of the Municipality, at no cost to the Municipality.

60. The Owner shall agree in the Subdivision Agreement to provide adequate parking facilities to service the park, to the satisfaction of the Municipality, at the sole cost of the Owner.

61. The Owner shall agree in the subdivision agreement not to store topsoil, fill, or any building materials, etc. on the lands being dedicated for parkland which would prevent the early development and/or resident use of the dedicated parkland area.

62. The Owner shall agree in the subdivision agreement that all lands to be conveyed to the Municipality for park purposes are to be graded and provided with seeding and/or sodding as applicable for adequate drainage to the satisfaction of the Township's Public Works Department prior to the issuance of the first occupancy for the phase in which the park is located.

63. The Owner shall agree in the subdivision agreement the process for which the park infrastructure will be constructed, whether in partnership with the Municipality or providing fine grading and surface treatment of the park for dedication.

64. Where the Owner and the Township determine that the Owner will develop the park block(s), the Owner shall agree that the design, securities and construction for the park(s) will be addressed through a park development agreement.

65. Prior to final approval, the Owner shall submit a trails plan to the Municipality for approval.

66. All trails are to be developed and constructed with any hazard issues and potential Species at Risk (SAR) issues being addressed for the trail sections being within the valley corridor to municipal standards and any other authority and conveyed to the Municipality at the sole cost of the Owner and free and clear of encumbrances.

Environmental Protection & Sustainability

67. Prior to final approval and any site alteration, the Owner shall submit a tree assessment report, including an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation or remedial planting. The Owner shall agree to undertake the measures identified in the accepted report.

68. The tree protection plan is to be implemented throughout development of the Plan.
69. The Owner shall agree in the subdivision agreement to address dead, dying or hazardous trees within all open space, trail blocks, park blocks and general wooded areas until the assumption of those blocks by the Municipality.
70. A construction waste and stockpile management plan are to be prepared and implemented through development of the Plan.
71. The Owner shall agree in the Subdivision Agreement to prepare and implement a construction management plan to the satisfaction of the Municipality prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner's responsibility to implement at their sole cost and shall include at a minimum the following:
- a) Central coordinating contact and tracking for all community complaints and respective responses;
 - b) Trades communication and enforcement plan;
 - c) Project phasing, staging, periods of activity and operating hours including peak times and types of activity;
 - d) Parking for trades and deliveries;
 - e) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
 - f) Material delivery loading areas, coordination and enforcement;
 - g) Office space (construction trailer);
 - h) Working hours;
 - i) Debris (garbage);
 - j) Noise and dust control;
 - k) Importation and exportation of fill or surplus material, in accordance with O.Reg. 406/19 (as amended);
 - l) Site access and egress;
 - m) Communications plan for providing notification to and addressing concerns of:
 - n) Immediately adjacent residents;
 - o) Adjacent residents;
 - p) The broader community who may have questions about the development; and
 - q) Purchasers/New homeowners;
 - r) Impact mitigation plan for residents affected by off-site servicing; and,
 - s) A contingency plan that addresses any additional impacts to private or municipal property not foreseen in the construction management plan including notification, compensation and conflict resolution provisions as may be appropriate.
72. The Owner shall further agree in the Subdivision Agreement that if in the opinion of the Municipality, the Owner fails to implement the Construction Management Plan and/or fails to update the Construction Management Plan to address concerns raised by the Municipality, the Municipality reserves the right to draw upon securities held as part of the subdivision or any other development agreement the Owner has entered into with the Municipality, to implement the provisions of the Construction Management Plan and/or rectify the concerns for lands owned and not owned by the Municipality. Any amounts drawn from securities for such implementation shall be replaced within 30 days. The Municipality shall seek full cost recovery plus appropriate administration fees and disbursements for all efforts as a result of the Owner's failure to perform.

73. The Owner shall agree in the Subdivision Agreement that a single construction access shall be provided in a location approved by the Municipality and shall be reflected on the applicable accepted for construction drawings.
74. The Owner shall agree in the Subdivision Agreement that siltation and erosion control measures will be maintained throughout construction, including maintenance/renewal of the mud mat to avoid tracking of mud onto the external roads at a frequency to the satisfaction of the Municipality.
75. The Owner shall agree in the Subdivision Agreement that during construction of homes, the roads within and external to the development lands shall be kept clear of excess debris/mud tracking and dust control provided. The roads are to be scraped of mud tracking on a regular basis and swept a minimum of once a week.
76. Prior to any site alteration, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and the municipality:
- a detailed Storm Water Management Report which will require a supporting geotechnical report;
 - a detailed report with the information regarding the outlet to the valley;
 - a Species at Risk (SAR) screening;
 - a Trail Plan (with any hazard issues and potential SAR issues being addressed for the trail being within the valley corridor);
 - a detailed Erosion Control Plan;
 - a detailed Grading Plan;
 - a detailed landscaping plan for the storm water ponds and the rest of the development;
 - a detailed geotechnical report for the storm water ponds; and,
 - a Construction Staging/Phasing Plan.

Notwithstanding the submission of the preliminary stormwater management report which demonstrates that there is a feasibility of appropriately controlling the quantity and quality of stormwater for the proposed development, the final stormwater management report shall consider the most current accepted engineering methods for ensuring environmentally sound control of water quality and quantity in effect at the time of submission and as reviewed with the municipality, County of Simcoe and Nottawasaga Valley Conservation Authority.

The final stormwater management plan and works shall ensure that there are no detrimental impacts to adjacent or upstream and downstream lands as a result of the development of the site and alterations to drainage and infiltration. The recommendations of these reports shall be implemented as works to be carried out by the owner at the owner's expense to the satisfaction of the Nottawasaga Valley Conservation Authority, County of Simcoe and municipality.

77. All street and public lighting fixtures shall be dark-sky compliant.
78. The Owner shall agree in the subdivision agreement in wording acceptable to the municipality to ensure no fencing (other than to delineate rear of private lots) or structures will be permitted in Environmental Protection (EP) zone and notwithstanding this, residential lots or blocks with rear yards that abut an EP zone will be fenced in the EP zone to control access.

79. Owner shall agree in the subdivision agreement in wording acceptable to the municipality and NVCA to engage a qualified professional to monitor construction and certify in writing that the works were constructed in accordance with the plans, reports, and specifications, as approved by the municipality.

Urban Design & Architectural Control

80. An architect acceptable to the Municipality shall be retained for the purposes of preparation of an architectural control plan. Such firms shall be qualified to take on such work and have demonstrated experience in doing so. The architectural control plan shall have regard to the recommendations and concepts outlined in the design policies of the Official Plan, in effect at the time, and any published design guidelines of the Municipality. The architectural firm shall be retained for these purposes at the Owner's expense and shall perform all services to the satisfaction of the Municipality acting reasonably and in good faith. Upon approval by the Municipality, these Guidelines will form part of the Subdivision Agreement and shall govern the development of all elements of the subdivision including those elements which are subject to further approvals. The Architectural Control Guidelines shall be administered at the Owner's expense on individual builders of the development by a Control Architect retained by and reporting to the Municipality. Prior to the issuance of a building permit, the Control Architect shall certify that the building plans for any building are consistent with the approved Guidelines.

81. Notwithstanding minimum front yard requirements generally established in the zoning by-law, staggered front yard depths shall be provided, and this shall be incorporated into the architectural control plan.

82. A driveway location and control plan shall be prepared and submitted to the Municipality for approval.

Agency Approvals & Requirements

County of Simcoe

83. The Owner shall agree in the Subdivision Agreement that development charges be paid in accordance with the current County of Simcoe Development Charges By-law and policies in effect at the time of Building Permit issuance.

84. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the County of Simcoe, that the County is not required to provide waste collection service to the municipal roads until such time as the municipality assumes the roads. The County may, however, commence waste collection services on a municipal road once some level of residency begins and prior to the municipality assuming a road, subject to a request being made and regular access being available on the road. The Owner acknowledges that should municipal road access be blocked due to road construction, parked vehicles, insufficient snow removal, etc., service disruptions will occur, and the Owner will be responsible for providing waste collection services. Carts must be able to be placed 0.6 metres (2 feet) away from each other and 0.6 metres (2 feet) from any other objects or obstructions (e.g. mailboxes, fire hydrants, parked vehicles). The carts must also be placed within 2.4 metres (8 feet) of the travelled portion of the roadway for collections service.

Nottawasaga Valley Conservation Authority (NVCA)

85. Prior to any site alteration a permit under Ontario Regulation 172/06 shall be obtained from the Nottawasaga Valley Conservation Authority.
86. A copy of the reports referred to in condition 76 shall be provided to the Nottawasaga Valley Conservation Authority for their review and approval.

Simcoe County District School Board

87. All offers to purchase, and sale shall include the following clauses:
- a) That the owner(s) agree in the Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.
 - b) That the owner(s) agree in the Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that if school buses are required within the development in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Simcoe County Student Transportation Consortium.

Simcoe Muskoka Catholic District School Board

88. All offers to purchase, and sale shall include the following clauses:
- a) "Pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighborhood school's area".

Gas Utility Provider(s)

89. The gas service provider shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this draft plan of subdivision which are required by the Township to be installed; a copy of such confirmation shall be forwarded to the Township.
90. All streets shall be graded to final elevation prior to the installation of the gas lines and the necessary field survey information required for the installation of the gas lines shall be provided, all to the satisfaction of the gas service provider.
91. All of the natural gas distribution system will be installed within the proposed road allowances so that easements shall not be required.

Communication/Telecommunication Provider(s)

92. The telephone service provider shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this draft plan of subdivision which are required by the Municipality to be installed underground; a copy of such confirmation shall be forwarded to the Township.

Canada Post

93. Confirmation is to be received from Canada Post that the applicant has made satisfactory arrangements for the installation of community mailboxes. A copy of such confirmation shall be forwarded to the Municipality.
94. Concrete pads are to be provided for the placement of the community mailboxes, which shall be to the satisfaction of Canada Post and the Municipality. Additional facilities such as curb cuts, walkways, and paved lay-bys shall be provided as and when required by the Municipality.

Hydro Service Provider (EPCOR)

95. The hydro service provider shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this draft plan of subdivision which are required by the municipality to be installed underground; a copy of such confirmation shall be forwarded to the municipality.

Ministry of Culture

96. An archaeological assessment of the entire development property shall be prepared and submitted to the Municipality and Ministry of Culture for the approval. Any impact on identified resources shall be mitigated, through preservation or resource removal and documentation. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Municipality and the Ministry of Culture confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

Ministry of Transportation

97. That prior to final approval the owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to assume financial responsibility for the construction of the street entrance and all necessary associated highway improvements.
98. Prior to final approval the owner shall submit to the Ministry of Transportation for their review and approval, a copy of the Stormwater management plan and report indicating the intended treatment of the calculated runoff.
99. That prior to final approval, highway widening blocks (including visibility triangles), extending across the entire highway frontage (with the exception of the proposed street entrance) be dedicated as public highway on the owner's certificate on the final plan.
100. Prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a copy of the traffic impact study indicating the anticipated traffic volumes and tier impact upon the highway, including recommendations for intersection works at Highway 26 and Emerald Creek Boulevard.
101. That prior to final approval, a 0.3 metres reserve extending across the entire highway frontage (with the exception of the proposed street entrance) be conveyed by deed to the Ministry of Transportation (deeds must be free and clear of all encumbrances).

Warning Clauses & Notices

102. The property title shall note such warning clauses as identified necessary by the Municipality and other relevant agencies including, but not limited to, notices relevant to such matters as noise, odours, dust, servicing conditions or restrictions, proximity of

public walkways and accesses, fencing, catch basins and drainage, right of entry, future roads, and development charges.

103. The Owner shall agree in the Subdivision Agreement to include a requirement for a restrictive covenant indicating that: "Owner acknowledges and accepts that from time-to-time lots and homes may be exposed to objectionable odours originating from the municipalities sewage lagoons" to the satisfaction of the Township of Clearview.
104. The Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks:
- a) Within the entire subdivision plan:
 - "Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet Township grading criteria in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions."
 - "Purchasers and/or tenants are advised that traffic calming measures may have been incorporated into the road allowances."
 - Purchasers and/or tenants are advised that the Township has not imposed a "tree fee", or any other fee which may be charged as a condition of purchase, for the planting of trees."
 - "Purchasers and/or tenants are advised that any roads ending in a dead end or cul-de-sac, may be extended in the future to facilitate development of adjacent lands, without further notice."
 - "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings."
 - "Purchasers and/or tenants are advised that the Township does not hold any deposits on account of grading requirements or damage to infrastructure on behalf of purchasers and/or tenants. The Municipality holds security from the Owner to enforce such obligations directly with the Owner and has not authority to release funds to the purchasers and/or tenants."
 - "Purchasers and/or tenants are advised that the Owner is responsible Under the Species at Risk Act to the protect the species and its habitat."
 - b) Abutting any open space, woodlot, environmental protection lands, or stormwater facility:
 - "Purchasers and/or tenants are advised that the adjacent open space, woodlot, environmental protection lands, or stormwater management facility may be left in a naturally vegetated state and receive none or minimal maintenance."
 - c) Abutting a park block:
 - "Purchasers and/or tenants are advised that the lot abuts a "Neighbourhood or Community Park" and/or an open space block, and/or and environmental protection block, containing an existing or future active and/or passive recreational uses and that noise and lighting should be expected as a result of those uses."
 - d) Abutting Sewage Lagoons:
 - "Purchasers and/or tenants are advised that the lot abuts the Municipal Sewage Lagoons and at times the lots/blocks/units may be exposed to objectionable odours originating from the municipalities sewage lagoons and may be of concern, occasionally interfering with some activities of the building occupants."
 - e) Abutting Agricultural lands:

- “Purchasers, tenants and other land users are advised of the existing agricultural operations and uses in the vicinity and the potential associated impact and concerns, and as well are advised of the applicable legislation concerning the protection of agricultural operations and the limitation against liability in nuisance for any disturbance resulting from an agricultural operation carried on as a normal farm practice.”

Required Reports, Plans & Drawings

105. Notwithstanding any specific or more detailed reference made to required plans or drawings to be prepared and submitted for Municipal approved as set out in the above conditions, the following drawings and plans shall be prepared and submitted to the Municipality for approval (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):

- M-Plan and R-Plan;
- General Servicing;
- Overall Water Distribution Plan;
- Overall Sanitary Drainage Plan;
- Overall Lot Grading Plan;
- Plan/Profile Drawings (internal and external);
- Traffic Control and Signage Plan;
- Stormwater Management Plan;
- Trails Plan (with any hazard issues and potential SAR issues being addressed for the trail being within the valley corridor);
- Tree Inventory and Preservation Plan;
- Species At Risk (SAR) screening report;
- Fire Lot Control Plan;
- Composite Utility Plan;
- Photometrics Plan;
- Landscape Plans;
- Architectural Control Plan;
- Driveway Location and Control Plan;
- Phasing Plan;
- Construction Management Plan, and
- Standard Details.

106. Notwithstanding any specific or more detailed reference made to required reports to be prepared and submitted for Municipal Approval as set out in the above conditions, the following reports shall be prepared and submitted to the Municipality for approval (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):

- Functional Servicing Report;
- Final Stormwater Management Report;
- Erosion and Sediment Control Plan;
- Hydrogeological Report;
- Geotechnical Report;

- Final Traffic Impact Study;
- Archaeological Report;
- Environmental Site Assessment;
- Construction Waste and Stockpile Management Plan.

107. The Owner shall provide the Municipality with a copy of any application, drawing, report or agreement submitted to another agency for the purposes of clearing or satisfying these conditions of draft plan approval.

Miscellaneous Conditions

108. A sign is to be prepared and erected within the limits of the Plan to the satisfaction of the Municipality depicting the approved Plan of Subdivision and zoning, within 90 days of the date of Draft Plan Approval. This sign shall stipulate that the approval is conditional, and that no development shall be permitted until final approval has been granted and that no building permits shall be issued until requirements of the subdivision agreement have been met.

Clearance Letters

109. Prior to the final approval being given by the Township of Clearview the Municipality must receive a clearance letter from the following agencies indicating how conditions applicable to their authority have been completed to their satisfaction. Clearance is required from the following:

- County of Simcoe (conditions 83 and 84);
- Nottawasaga Valley Conservation Authority (conditions 85 and 86);
- Simcoe County District School Board (conditions 87);
- Simcoe Muskoka Catholic District School Board (conditions 88);
- Gas Utility Provider (conditions 89 to 91);
- Telecommunications Service Provider (conditions 92);
- Canada Post (conditions 93 and 94);
- Hydro Service Provider (conditions 95);
- Ministry of Culture (conditions 96); and,
- Ministry of Transportation (conditions 97 to 101).

110. If agency conditions are incorporated into the subdivision agreement, a copy of the draft agreement should be sent to them. This will expedite clearance of the final plan. The Nottawasaga Valley Conservation Authority must receive a copy of the executed subdivision agreement prior to the clearance of the draft plan conditions.

111. Please be advised that the approval of this draft plan will lapse five (5) years after the date the plan is draft approved. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval will lapse under Section 51(32) of the Planning Act, R.S.O. 1990. If the owner wishes to request an extension to draft approval, a written request and explanation must be received by the Clerk of The Corporation of the Township of Clearview ninety (90) days prior to the lapsing date. A processing fee, in effect at the time of the request, will apply.

Draft Approval Notes

112. It is the applicant's responsibility to fulfill the conditions of the draft approval and to ensure that the required clearance letters are forwarded to the Township of Clearview.
113. Prior to initiating clearance of conditions and first submission of final design, the applicant and their consultants shall attend a consultation meeting with the Township to review the proposed development and municipal requirements and standards.
114. MTO Building and Land Use permits are required for all lots within 45m of Highway 26 property limits and within a 395m radius of any intersection with Highway 26. MTO permits are also required prior to site grading/servicing/internal road construction, and for site signs; and MTO encroachment permit is required for any works proposed within Highway 26 limits. Permit inquires/applications should be submitted to Mr. Phil Iannacito, Permits Officer in this office (416-235-4592)
115. All structures (above and below ground), including land uses considered integral to site operations must be setback a minimum of 14 m from existing/widened Highway 26 limits. Please note Highway 26 is designated as a Special Controlled Access Highway (CAH) and as such access to Highway 26 will not be permitted. Access to both the residential and commercial components of the subdivision will be restricted to the sideroad.
116. We suggest you make yourself aware of section 144 of the Lands Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
117. The Township will register the plan, including any approved phases thereof, and the subdivision agreements(s) as provided by subsection 51(26) of The Planning Act R.S.O. 1990 against land to which it applies, as notice to prospective purchasers.
118. The Township of Clearview will require the final plan of subdivision registration plans be submitted as follows:
 - 1 signed set of mylars
 - 3 sets of paper prints (1 with AOLS stickers)
 - 1 computer disc (PDF).
119. All measurements in subdivision final plans must be presented in metric units.
120. If agency draft plan conditions concern conditions within the Subdivision Agreement, a copy of the Agreement should be sent to them. This will expedite the clearance of the final plan.
121. Please be advised that the approval of this draft plan will lapse on July 31, 2030. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.
122. If final approval is not given to this plan within five (5) years of the draft approval date, and no extensions have been granted, draft approval will lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension

to draft approval, a written explanation, together with a resolution from Council, must be received by the Approval Authority sixty (60) days prior to the lapsing date.

123. Please note that an updated review of the plan, and revision of the conditions of approval, may be necessary if an extension is to be granted.
124. The Final Plan approved by the Approval Authority must be registered within 30 days or the Approval Authority may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended.
125. Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act R.S.O 1990, Chapter 13, as amended.