



**CLEARVIEW  
TOWNSHIP**

## Conditions of Draft Plan Approval

**File No.:** 2025-054-SD (2011-002-SD)

**Owner:** Clearview Park

**Approval Date:** October 20, 2025

**Lapsing Date:** November 14, 2025

**Extension Date:** October 20, 2026

**Draft Plan Details:** Draft Plan of Subdivision prepared by Mainline Planning Services Inc., revised August 2013, certified by the Surveyor David Bianchi, O.L.S, on June 9, 2011, certified by the Owner, Dan Lane on June 10, 2011.

### Basis of Approval

#### Plan Number & Purpose of Lots/Blocks

Land Use	Lots/Blocks	Area (m <sup>2</sup> )	Units
Detached Lots	Lots 1-244	110,033.20	244
Semi Detached Lots	Blocks 1-30	16,450.27	60
Parkland Dedication	Block 31	12,997.67	
SWM Pond	Block 32	20,575.26	
Lands to be Retained by Owner for Future Development (medium density, townhomes)	Block 33	26,313.80	100
Road Widening	Blocks 34, 36	2,267.80	
Pedestrian Path	Blocks 39, 46	2,347.10	
0.3m Reserve	Blocks 35, 37, 38, 40-45	55.00	
Roads	Streets (A-K)	65,029.91	
			404

#### 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: October 20, 2025

Doug Measures, Mayor

Sasha Helmkey-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 one (1) 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. The Owner agrees that phasing of the development, including the first phase, may be dependent on external works on adjacent lands. Site development and issuance of building permits may be delayed until such works are completed and shall only proceed upon authorization by the Township.
9. 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) A Traffic Impact Study;
  - c) A Geotechnical Report;
  - d) A Hydrogeological Report;
  - e) A Site Grading and Drainage Plan;
  - f) A Tree Inventory & Preservation Plan;
  - g) A Functional Servicing Report;
  - h) A Removals Plan;
  - i) A Site Phasing Plan;
  - j) A Site Servicing Plan;
  - k) A Composite Utility Plan;
  - l) An Environmental Noise Assessment;
  - m) Architectural Design Guidelines;
  - n) An Environmental Impact Study;
  - o) A Natural Hazard Land Study;
  - p) An Environmental Site Audit;
  - q) A Well Interference Study;
  - r) An Erosion and Sedimentation Control Plan;
  - s) A Stormwater Management Report including SWM pond layout plan to confirm sufficient area of dedication;
  - t) Plan of Easements;
10. 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.
11. 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) An Environmental Impact Study
  - c) An Environmental Site Audit.
  - d) A Geotechnical Report.
  - e) A Hydrogeological Report.
  - f) A detailed Storm Water Management Report.
  - g) A detailed Erosion Control Plan.
  - h) A detailed Grading Plan
12. The Owner acknowledges that final engineering design may result in minor variations to the Plan (eg. 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 land owner 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 Development 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 Development 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 Development 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 on the Draft Plan as Streets "A" to "K" shall be conveyed to the municipality at the owner's expense, free and clear of encumbrances and at the owner's expense.
23. Such easements as may be required for utility, servicing, drainage and construction purposes shall be conveyed to the municipality, and to other appropriate agencies or authorities, to their satisfaction, free and clear of all encumbrances and at the owner's expense.
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 32 shall be conveyed to the municipality for stormwater management and drainage purposes, at the owner's expense, and free and clear of all encumbrances.
26. Blocks 34 and 36 shall be conveyed to the County of Simcoe as public highways for road widening purposes, at the owner's expense, free and clear of all encumbrances.
27. Blocks 37, 38, 40-44 shall be conveyed to the municipality for 0.3 m reserve purposes, at the owner's expense, free and clear of all encumbrances.
28. 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.
29. 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.
30. Blocks 35 and 45 shall be conveyed to the County of Simcoe for 0.3 m reserve purposes, at the owner's expense, free and clear of all encumbrances.

### Further Approvals

31. The lands shall be appropriately zoned for the proposed residential development.
32. The regulatory floodplain and the stormwater management areas shall be restrictively zoned so as to restrict development other than for stormwater management, flood, and

erosion control works. A copy of the adopted zoning by-law is to be provided to the Nottawasaga Valley Conservation Authority.

33. Block 33 shall be subject to a hold zone requirement that shall establish as conditions of the removal of the hold:
34. The submission of an urban design study, which establishes an integrated multi-residential plan with street-oriented design, architectural control requirements, and provision of an integrated landscaping plan with public open-space components for municipal approval; and,
35. The submission and approval of condominium and site plan(s) meeting all municipal requirements at the time of submission and review by the municipality, and entering into a site plan agreement with the municipality.
36. The development of Block 33 shall also be subject to the policies, zoning requirements and guidelines, and standards of the municipality in effect at the time of further applications being made for the development of Block 33.

### Required Municipal Services

37. 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.
38. Prior to final approval, an overall Servicing Plan shall be prepared and submitted for the approval of the Municipality by the Owner.
39. 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.
40. 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.
41. 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.
42. 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.
43. Sidewalks, and trails shall be constructed in accordance with the Municipality's Engineering Standards, in effect at the time of detailed design.
44. 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.
45. 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.

46. 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.
47. Acoustic fencing, if required, shall be installed as per the applicable Acoustical Report recommendations, at the sole cost of the Owner.
48. The development of Block 31 and 33 shall include a requirement to provide public open space and trail(s) to the satisfaction of the municipality.
49. The owner shall submit to the municipality, the County of Simcoe, and the Ministry of Transportation for review and approval, a final traffic impact study indicating the anticipated traffic volumes generated by the subdivision and their impact upon the proposed road network and proposed and existing intersections with County Road 7 and Highway 26, and at County Roads 7 and 96. The study shall identify any additional works that may be required to deal with traffic impacts and such requirements, as established to the satisfaction of the municipality, shall be incorporated in the works at the owner's expense.
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 construct all roads to an urban standard, in keeping with the Township's Engineering Standards in effect at the time of detailed design.
52. 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.
53. 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.
54. 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

55. All public spaces are to be developed and conveyed to the Municipality, to municipal standards and free and clear of encumbrances.
56. 5% cash-in-lieu and/or land for parkland is to be provided to the Municipality, or a combination of both.
57. Prior to final approval, Landscaping plans are to be prepared and submitted to the municipality for approval. This shall include landscaping design elements and a tree planting plan for all parks, roads/boulevards, trails, stormwater management areas, and any other public spaces within the Plan.
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. All trails are to be developed/constructed to municipal standards and conveyed to the municipality, at the owner's expense, and free and clear of any encumbrances.

### Environmental Protection & Sustainability

66. 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.
67. The tree protection plan is to be implemented throughout development of the Plan.
68. 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.
69. A construction waste and stockpile management plan are to be prepared and implemented throughout development of the Plan.
70. 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:
    - Immediately adjacent residents;
    - Adjacent residents;
    - The broader community who may have questions about the development; and
    - Purchasers/New homeowners;
  - n) Impact mitigation plan for residents affected by off-site servicing; and,
  - o) 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.
71. 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.
72. 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.
73. 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.
74. 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.
75. The Owner shall agree in the subdivision agreement that all disturbed 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 plans. The Owner agrees to topsoil and hydro-seed an 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.

76. A low impact development stormwater management design plan shall be designed and integrated into final design of the subdivision and into the future development of Blocks 2, 3, 5, 6, 13-18, 28 and 29.
77. Prior to any site alteration, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority, County of Simcoe, and the municipality:
- a) Detailed Stormwater Management Report and final design of stormwater facilities (internal and external);
  - b) Detailed Erosion Control Plan;
  - c) Detailed Grading Plan;
  - d) Detailed Site Servicing and Utilities Plan (internal and external);
  - e) Detailed landscaping plan for the stormwater ponds and the rest of the development;
  - f) Detailed geotechnical report for the stormwater ponds;
  - g) Traffic Impact Study; and,
  - h) 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 owners expense to the satisfaction of the Nottawasaga Valley Conservation Authority, County of Simcoe and municipality.

78. The preparation of the final stormwater management plan shall require approval of a design to the satisfaction of the municipality and the Nottawasaga Valley Conservation Authority. This may require adjustments to the boundaries of Blocks 32 and 33 to accommodate stormwater management facilities and associated works. Where such modification is required, the owner shall apply for and submit a redline revision of the draft plan for the municipality's approval.
79. Proper erosion and sediment control measures will be in place prior to any site alteration.
80. All major storm water management facilities (e.g. storm water ponds) and outfall conveyance structures must be in place prior to the creation of impervious areas such as roads and buildings.
81. All street and public lighting fixtures shall comply with municipal design specifications and shall be dark-sky compliant.
82. In recognition of natural heritage preservation objectives, Block 1 shall be subject to a conservation easement.
83. The final stormwater design for the amalgamated Blocks 19, 20 and 21 shall incorporate a naturalization plan as well as trails and community open space. The naturalization plan shall incorporate a headwater feature approach and wetland feature design.

## Urban Design & Architectural Control

84. 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.
85. 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.
86. A driveway location and control plan shall be prepared and submitted to the Municipality for approval.

## Agency Approvals & Requirements

### Ministry of Culture

87. A Stage 2 Archaeological Assessment of the entire development property shall be prepared and submitted to the municipality and Ministry of Culture for 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.

### County of Simcoe

88. The owner shall enter into an agreement with the County of Simcoe with respect to the improvements required to County Road 7 for this development which shall be at the full cost of the owner.
89. The County of Simcoe Setback By-law No. 5604 regulates the location of buildings and other structures on lands adjacent to County Roads. Any new buildings and other structures, in a subdivision, must be located 10.0 metres from any requested road allowance widening or daylight (sight) triangle.
90. Prior to final approval, the developer shall enter into a legal agreement with the County of Simcoe whereby the owner agrees to assume the financial and other responsibilities for design and construction of the following highway intersection improvements to the proposed intersection of County Road 7 and Street 'A':
- a) A northbound left turn lane will be required and shall consist of 15 m of storage, a 70 m parallel lane, and 160 m taper lane;

- b) A southbound right turn lane will be required and shall consist of an 85 m parallel lane and an 80 m taper lane; and,
- c) Underground duct work for future traffic signals are to be included with the intersection improvements.

91. The owner shall obtain a Road Occupancy Permit from the County of Simcoe for any works within the County Road 7 right-of-way.
92. The traffic study submitted to satisfy condition 49 may identify additional intersection improvements to be undertaken by the owner. Regardless of the requirements established in the review and approval of this study, underground duct work for future traffic signals must be included in the intersection improvements design and construction.
93. The County of Simcoe shall enter into a joint agreement with the municipality and the developer regarding location, ownership, installation, and maintenance responsibility for the stormwater outfall pipe that is required to serve the subject development for the discharge of stormwater via a piped system along the County Road 7 right-of-way outletting at Lamont Creek.
- The owner shall agree that all stormwater management infrastructure to be constructed within the County Road 7 right-of-way, in connection with the servicing of the subdivision, as identified within the approved Functional Servicing Report, is to be constructed at the owner's expense to the satisfaction of the municipality and the County of Simcoe.
94. The County of Simcoe Entrance By-law No. 5544 regulates the construction, alteration or change in the use of any private or public entranceway, gate or other structure or facility that permits access to a County road. The owner is required to apply to the County of Simcoe for an Entrance Permit from the newly created Street "A".
95. Temporary turning circles or T-turnarounds are to be shown on the final plans at the westerly termini of Streets 'A', 'C', and 'D' to allow County of Simcoe waste management vehicles to turn around safely in accordance with the County's Waste Collection Design Standards. These requirements may delay construction and development of impacted lots and those lots shall be restricted from development until temporary turnarounds are no longer required.

#### Nottawasaga Valley Conservation Authority (NVCA)

96. Prior to any site alteration a permit under Ontario Regulation 172/06 shall be obtained from the Nottawasaga Valley Conservation Authority.
97. A copy of the reports referred to in condition 77 herein shall be provided to the Nottawasaga Valley Conservation Authority for their review and approval.

#### Simcoe County District School Board

98. That the owner agrees to include in all offers of purchase and sale a statement that advises the prospective purchaser that the public schools on designated sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
99. That the owner agrees to include in all offers of purchase and sale a statement that advises the prospective purchaser that school busses will not enter cul-de-sacs and that pick-up points will not be located within the subdivision until major construction activity has been completed.

100. The Owner agrees to coordinate directly with the Simcoe County District School Board to identify an approximate 2.4 ha (6 acres) block for a future elementary school within in the draft plan.

All efforts shall be made to share the school block between the draft plan and the residential development located directly to the south, known municipally as the Estate of Clearview (6934 & 7044 Highway 26) in a manner that maximizes efficiency of land use by reducing single-loaded frontages and minimizing the loss of residential development lots/blocks within both draft plans. Identification of the school block shall maintain a grid road network; it shall not create cul-de-sacs; and shall not impede required servicing redundancy/looping.

Discussions respecting the identification of the school block shall be substantially concluded in a manner that facilitates timely site servicing and road construction relative to the balance of blocks on The Estate of Clearview draft plan of subdivision lands, which are assumed to be built out in advice of the Clearview Park subdivision.

Timing of construction for infrastructure servicing the school block relative to the phase in which the block is located shall be included in the subdivision agreement to the satisfaction of the school board and the Township. The developer and school board shall enter into an option agreement outlining how the value of the school block site and timing of purchase will be determined.

The preferred school block shall be integrated into the draft plan of subdivision(s) to the satisfaction of the Township, which may require a redline revision of the existing draft approval

### Simcoe Muskoka Catholic District School Board

101. Due to enrolment concerns in this area and the pace of residential development, the owner include in all offers of purchase and sale a clause advising prospective purchasers that 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 neighbourhood school's area.

### Gas Utility Provider(s)

102. 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.

103. 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.

104. All of the natural gas distribution system will be installed within the proposed road allowances so that easements shall not be required.

105. Unless otherwise proposed, the gas main will be installed in the future dedicated road allowances. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances all costs for the relocations are the responsibility of the applicant.

The owner shall prepare a composite utility plan, including road cross-sections, that allows for the safe installation of all utilities, including required separation between utilities.

Services are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.

The owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines.

106. The developer is to provide a 2 metre by 2 metre location for a regulator station at the intersection of County Road 7 & Street 'A'. The station must be provided with the entrance features and landscaping to the satisfaction of Enbridge and the municipality.

### Communication/Telecommunication Provider(s)

107. 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.
108. The owner shall prepare a servicing plan and drawings for the provision of services to the satisfaction of Rogers and the municipality.
109. The owner shall agree in the Subdivision Agreement, in words satisfactory to Rogers Communications, to grant Rogers Communications any easements that may be required for telecommunication services. Easements may be required, subject to final servicing decisions. In the event of any conflict with existing Rogers Communications facilities or easement, the owner shall be responsible for the relocation of such facilities or easements.
110. The owner is advised that prior to commencing any work within the plan, the owner must confirm that sufficient wire-line communication/ telecommunication infrastructure is currently available within the proposed development to provide service to the proposed development. In the event that the infrastructure is not available, the owner is hereby advised that the owner may be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/ telecommunication infrastructure, the owner shall be required to demonstrate to the municipality that sufficient alternative communication/ telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication services for emergency management services (i.e., 911).
111. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant Bell Canada any easements that may be required for telecommunication services. Easements may be required, subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easement, the owner shall be responsible for the relocation of such facilities or easements.

### Canada Post

112. 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.
113. A community mailbox plan and design detail shall be submitted to the municipality and Canada Post for approval.
114. 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)

115. 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.

### Warning Clauses & Notices

116. 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.

117. 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.

118. 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 no authority to release funds to the purchasers and/or tenants."
- "Purchasers and/or tenants are advised that County Road 7 is classified as an Arterial/Collector Road and that increased traffic will result over time, with resulting noise which can occur at any time during the day or night."



- “Purchasers and/or tenants are advised that adjacent lands are scheduled for future development. At such time as those lands are developed, inconvenience may be caused due to noise, dust, vibration and construction traffic.”
  - “Purchasers and/or tenants are advised that driveway location and width are established during the design phase of the development and finalized when the building permit for the lots is issued, to be in keeping with the provisions of the Municipality’s standards, guidelines and zoning provisions. Adjustments to driveways may take place up to the date of the final assumption of the development to ensure that the location and width of the driveways are in keeping with the design standards. Purchasers and/or tenants are advised that they should confirm with the Developer and/or home builder the details with respect to the driveway location and width.”
  - “Purchasers and/or tenants are advised that landscaping improvements adjacent to the driveway must be flush with the driveway surface and back of curb to a minimum of 1.5 m beyond the edge of roadway curbline. Where sidewalk exists along the frontage of the dwelling, driveway edging must be flush with the driveway surface for a minimum of 0.5 m beyond the back of sidewalk.”
  - “Purchasers and/or tenants are advised that they shall not complete any landscaping works that would negatively impact the curb stop valve.”
- b) Abutting any open space, woodlot or stormwater facility:
- “Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated conditions and receive 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 an 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 Agricultural lands;
- “Purchasers and/or tenants 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

119. 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;
  - Erosion and Sediment Control Plan;
  - Trails Plan;
  - Tree Inventory and Preservation Plan;
  - Fire Lot Control Plan;
  - Composite Utility Plan;
  - Photometrics Plan;
  - Landscape Plans;
  - Driveway Location and Control Plan;
  - Phasing Plan;
  - Construction Management Plan, and
  - Standard Details.
120. 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;
  - Hydrogeological Report;
  - Geotechnical Report;
  - Final Traffic Impact Study;
  - Archaeological Report;
  - Environmental Site Assessment;
  - Construction Waste and Stockpile Management Plan.
121. 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

122. 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

123. 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:

- Nottawasaga Valley Conservation Authority (conditions 96-97);
- Simcoe Muskoka Catholic District School Board (conditions 101);
- Simcoe County District School Board (conditions 98-100);
- Telecommunications Service Provider (conditions 107-111);
- Gas Utility Provider (conditions 102-106);
- Hydro Service Provider (conditions 115);
- Canada Post (conditions 112-114);
- County of Simcoe (conditions 88-95);
- Ministry of Culture (conditions 87); and,

124. 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.

125. Please be advised that the approval of this draft plan will lapse one (1) 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 requested 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

126. 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.
127. 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.
128. 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)
129. 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.

130. 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).
131. 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.
132. 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).
133. All measurements in subdivision final plans must be presented in metric units.
134. 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.
135. Please be advised that the approval of this draft plan will lapse on October 20, 2026. 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.
136. If final approval is not given to this plan within one (1) 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.
137. 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.
138. 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.
139. 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.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

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Director of Planning & Building  
Township of Clearview