



Conditions of Draft Plan Approval

File No.: 2021-076-SD

Owner: Meliora Terra Limited (002841848 ONTARIO INC.)

Approval Date: November 24, 2025

Lapsing Date: November 24, 2030

Draft Plan Details: Draft Plan of Subdivision drawn by Tatham Engineering, dated June 2024, revised August 2025.

Basis of Approval

Plan Number & Purpose of Lots/Blocks

Land Use	Lots/Blocks	Area (ha)	Units
Single Detached Dwellings (50 m – 89.21 m)	Lots 1-6	6.87	6
0.3 m Reserves (County of Simcoe)	Block A	0.004	0
		6.874	6

Number & Purpose of External Lands to be Conveyed

Land Use	Lots/Blocks	Area (ha)
Stormwater Management Facility	12 Sydenham Trail East	0.15
Road Widening	14, 18 & 22 Sydenham Trail East	.04
		0.19

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: November 24, 2025

Douglas 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 Conditions

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 Owner shall agree in the Subdivision Agreement to engage a qualified engineer and that the Owner's Engineer certify that their reports conform with applicable standards to the satisfaction of the municipality and that the Engineer provides certification that the final constructed works conform to the approved design.
5. The Owner shall enter into a front-ending, pre-servicing, site preparation, development and/or other necessary agreements, satisfactory to the municipality or any other appropriate authority before any development site alteration within the Plan. These agreements may deal with matters including, but not limited to, the following:
 - i. Engineering and conservation works which include municipal services;
 - ii. Professional services including preparation of reports, plans, inspections, certifications and approvals;
 - iii. Hydro and other utilities;
 - iv. Stormwater management, sediment and erosion control;
 - v. Storm and sanitary sewers and watermain construction;
 - vi. Access locations, road widening and reconstruction;
 - vii. Monitoring wells;
 - viii. Securities, letters of credit, bonds, cash contributions and Development Charges;
 - ix. Land dedications, easements and reserves;
 - x. Fencing, berming, buffer blocks, noise abatement and plantings;
 - xi. Grading and sodding, signed entry features;

- xii. Warning clauses;
- xiii. Parkland including playground infrastructure and related amenities, tree preservation and hoarding; and
- xiv. Construction access.

The details of which are indicated in correspondence from appropriate commenting agencies and departments.

6. Prior to final approval, the Owner shall submit the following to the satisfaction of the Municipality and/or any other applicable Agencies:
 - i. An Archaeological Assessment Report;
 - ii. A Traffic Impact Study;
 - iii. A Geotechnical Report;
 - iv. A Hydrogeological Report;
 - v. A Site Grading and Drainage Plan;
 - vi. A Tree Inventory & Preservation Plan;
 - vii. A Functional Servicing Report;
 - viii. A Removals Plan;
 - ix. A Site Phasing Plan;
 - x. A Site Servicing Plan;
 - xi. A Composite Utility Plan;
 - xii. An Environmental Noise Assessment;
 - xiii. A Well Interference Study;
 - xiv. An Erosion and Sedimentation Control Plan;
 - xv. A Stormwater Management Report including SWM pond layout plan to confirm sufficient area of dedication; and
 - xvi. Plan of Easements.
7. 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.
8. Prior to any site alteration, the following shall be prepared to the satisfaction of the Municipality, Nottawasaga Valley Conservation Authority, and the County of Simcoe:
 - i. An Archaeological Assessment Report and appropriate archaeological resource conservation requirements.
 - ii. A Geotechnical Report.
 - iii. A Hydrogeological Report.
 - iv. A detailed Storm Water Management Report.
 - v. A detailed Erosion Control Plan.
 - vi. A detailed Grading Plan.
9. 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.
10. 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.

11. 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) 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) 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.
12. 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.
13. 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.
14. Development of the Plan may occur in phases 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.

15. Phasing 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 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.

Financial & Administrative

16. All taxes, utilities and charges outstanding against the lands are to be paid prior to the registration of any plan of subdivision.
17. 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.
18. Applicable Final Approval fees and administrative charges, including deposits, are to be paid when making first submission for Final Approval of the Draft Plan.
19. 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.
20. 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.
21. 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.
22. 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.
23. The Owner shall agree in the Subdivision Agreement, that the Owner is responsible to negotiate any cost sharing/cost contribution arrangements for construction of Sydenham Trail East directly with the owners of 14, 18 & 22 Sydenham Trail East as part of the agreement to transfer the road widening lands to the municipality (as described under Draft Plan Condition No. 30). The Owner further agrees that the municipality will not be involved in any negotiations with private lands owner(s) for the transfer of any lands in any way.

Conveyance & Transfers

24. Such easements or blocks as may be required for utility, stormwater management, drainage, and any other construction purposes shall be conveyed to the municipality, and to other appropriate agencies or authorities, to their satisfaction, at no cost and free and clear of all encumbrances. This shall include all conveyances described herein and any additional conveyances which may be identified as a result of further plans and studies or necessitated to facilitate development of the lands.
25. 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.

26. A 0.3 metre reserve is to be conveyed, without monetary consideration and free and clear of all encumbrances, along County Road 91, on Lot 6, to the County of Simcoe.
27. The Owner shall enter into an agreement with the owner of the property located at 12 Sydenham Trail East for the conveyance in fee simple of a portion of the property to the Municipality satisfactory for the construction of the SWM Facility that is to be constructed by the Owner as part of the pre-servicing work to be completed in preparation for the registration of the Plan of Subdivision. The land to be conveyed to the Municipality for the purposes of the SWM Facility, free and clear of encumbrances, shall be described in accordance with a draft Reference Plan to be reviewed and approved by the Municipality prior to deposit. The agreement shall include the right of the Owner to enter onto the portion of the Property described in the draft Reference Plan to construct the SWM Facility pursuant to the terms of a Pre-Servicing Agreement satisfactory to the Municipality. Prior to execution, a copy of the draft agreement with the owner of 12 Sydenham Trail East, a copy shall be provided to the Municipality's solicitor for review to ensure that the terms of the proposed land conveyance are satisfactory to the municipality.

The conveyance of the SWM Facility lands to the Municipality shall occur concurrently with the registration of the Plan of Subdivision.

28. The Owner acknowledges that in order to effect stormwater flow, it will be necessary to utilize a portion of Sydenham Trail East un-opened road allowance. Utilization of these lands will be done in conjunction with designs submitted by the Owner and approved by the Municipality. The use of these lands will be in keeping with the Municipality's By-laws and Policies for the use of these lands and such requirements as the Municipality may from time to time impose in order to ensure that the utilization of these lands is in keeping with a safe and appropriated design for stormwater flow.
29. The Owner further acknowledges that the outlet for both the SWM Facility and Sydenham Trail East will be through existing watercourse or drainage channels that run through lands that are owned by other parties. It is acknowledged that the existing channels ultimately outlet north easterly to the Batteaux Creek. It is a condition that prior to final approval and registration of the Plan that the Owner will finalize all design work in relation to the stormwater flows and provide blanket emergency access maintenance easements to the Municipality through the third party lands which easements will permit the Municipality and the Nottawasaga Valley Conservation Authority (NVCA) to enter onto and maintain the existing watercourse channel in the event that the watercourse channel fails to be properly maintained by the third party owners in accordance with each owner's obligations pursuant to the Drainage Act. It is acknowledged that these easements will confirm that the third party owners will continue to have responsibility for maintaining the stormwater channels and all associated structures in accordance with the requirements of the Drainage Act and any costs incurred by either the Municipality or the NVCA will be the responsibility of the third party owners. The easements will be in a form that is satisfactory to the solicitor for the Municipality and the NVCA. If required, the easement lands will be surveyed and the easement conveyed to the Municipality at no cost to the Municipality.
30. The Owner shall agree in the subdivision agreement that prior to final approval, the Owner shall prepare a reference plan that describes the required 5.0 metre road widening parts on lots 14, 18 & 22 Sydenham Trail East. A copy of the draft reference plan shall be provided to the municipality for review prior to depositing.

The Owner shall further agree in the subdivision agreement to enter into an agreement(s) with the individual landowners authorizing the fee simple conveyance of the lands to the municipality free and clear of encumbrances. Prior to execution, copies of the draft agreement(s) shall be provided to the Township's solicitor for review to ensure that the terms of the proposed land conveyances are satisfactory to the municipality.

The conveyance of the road widening parts shall occur prior to or concurrently with the registration of the Plan of Subdivision. Following the conveyance of the road widening parts to the Municipality and the completion of the construction of Sydenham Trail by the Owner to the satisfaction of the Municipality, the Municipality shall pass a by-law to confirm that portion of Sydenham Trail constructed by the Owner is established as part of the public highway system and named Sydenham Trail.

Further Approvals

31. The lands shall be appropriately zoned for the proposed residential development.
32. The lands required for Stormwater Management Facilities on external lands shall be restrictively zoned to restrict development other than for stormwater management, flood, and erosion control works. Submission requirements for ZBA application may included and shall not be limited to the completion of Environmental Impact Study (EIS) to the satisfaction of the Township of Clearview and/or Nottawasaga Valley Conservation Authority.
33. Prior to final approval, the Owner shall receive written authorization from the Owners of all external and privatively owned lands upon which grading and restoration works are proposed, that they have reviewed and agree with the proposed works to be constructed on their lands and grant permission to the Owner to proceed with the works on their private lands. A copy of the authorization including the plans provided and discussed with the individual property owners is to be provide to the municipality.

Required Municipal & Private Services

34. Prior to final approval, an overall Servicing Plan shall be prepared and submit for approval to the Municipality by the Owner.
35. Prior to final approval, the Owner agrees that further Hydrogeological Testing & Reporting shall be completed to demonstrate that there is sufficient potable water of a satisfactory quality and quantity available for a private well on each residential lot without impacting any surrounding wells.
36. The Owner further agrees that the recommendations of the Hydrogeological Testing & Reporting be implemented in the subdivision agreement which shall identify any recommended mitigation measures to ensure the quality of each individual well shall meet the criteria for Safe Drinking Water under the Clean Water Act.
37. The owner shall decommission all test wells on the subject lands and/or any other existing wells that are not going to be used for a future residence.
38. The Owner shall agree in the Subdivision Agreement to provide a temporary turning circle in accordance with the Township Engineering Standards, in effect at the time of detailed design, at the easterly limit of the Plan and provide an easement to the municipality for the lot(s) encroached by the temporary turning circle.
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, 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 Sydenham Trail East road right-of-way abutting the Plan shall be designed in accordance with the Township's Engineering Standards for road, intersection, and temporary turning circles design in effect at the time of detailed design, to the satisfaction of the Municipality and shall be constructed at the Owner's cost in accordance with the terms of a Pre-Servicing Agreement satisfactory to the Municipality prior to final approval and release of the Plan of Subdivision for registration.
42. The Owner shall agree to construct Sydenham Trail East from the intersection with County Road 124, to the easterly limits of the Plan, to municipal standards, in keeping with the Township's Engineering Standards in effect at the time of detailed design.
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. Prior to final approval the Owner shall submit to the municipality 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 the intersection with County Road 124. The study shall identify any additional works that may be required to deal with traffic impacts, as a result of the development, and such requirements, as established to the satisfaction of the municipality, shall be incorporated in the works to be conducted at the Owner's sole expense. All road improvement requirements shall be incorporated into the subdivision agreement.
47. 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.
48. 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.
49. 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 area, all in accordance with the Township's Engineering Standards in effect at the time of detailed design, including but not limited to being Dark Sky Compliant.

Parkland, Trails & Open Space

50. The Owner agrees to provide the municipality 5% cash-in-lieu for parkland in accordance with Township of Clearview By-law 18-84 (as amended).

Environmental Protection & Sustainability

51. 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.

The tree protection plan is to be implemented throughout development of the Plan.

52. The Owner shall agree in the subdivision agreement to address dead, dying or hazardous trees within the subject lands and all external lands required in support of the development, until assumption of those lands by the Municipality.
53. A construction waste and stockpile management plan are to be prepared and implemented through development of the Plan.
54. 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:
 - a. Immediately adjacent residents;
 - b. Adjacent residents;
 - c. The broader community who may have questions about the development;
 - d. 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.
55. 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.
56. 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.
57. 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
58. A hydrogeological report to assess ground water levels relative to establishing elevations for houses is to be prepared and submitted to the municipality for review and acceptance and shall be in keeping with the municipal engineering standards in effect at the time of detail design.
59. 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 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.

Urban Design & Architectural Control

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

Ministry of Culture

61. An archaeological assessment of the entire development property as well as all external lands to be conveyed to the municipality (i.e. All lands required for stormwater management facilities and right-of-way widenings) 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.

County of Simcoe

62. A Road Occupancy Permit is required from the County of Simcoe prior to the commencement of any works within the County Road 124 right-of-way.
63. Prior to final approval, the Owner shall submit to the satisfaction of the Township of Clearview and the County of Simcoe a copy of the proposed engineering plans and M-Plan which shows the proposed turn around.
64. Prior to final approval, the Owner shall submit to the satisfaction of the County of Simcoe, a copy of the proposed final M-Plan which shows the following:
 - a) 0.3 m reserve block across the frontage of the property adjacent to County Road 91.
65. 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.
66. At registration, the Owner shall transfer to the County of Simcoe at no cost, a fee simple, unencumbered interest in a 0.3 m reserve across the frontage of the property adjacent to County Road 91.
67. The Owner/Developer 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 road until such time as the municipality assumes the road. 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/Developer 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/Developer will be responsible for providing waste collection services.

Nottawasaga Valley Conservation Authority

68. That prior to final approval the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority (NVCA) and the Township of Clearview:
 - a) A detailed Final Stormwater Management Report and engineering plans prepared in accordance with the NVCA Stormwater Technical Guide.
 - b) A detailed Erosion and Sediment Control Plan.
 - c) A detailed Grading Plan.
 - d) An Operation and Maintenance Manual for the Stormwater Management Facility.All reports and plans shall be prepared by a qualified professional in accordance with current provincial and NVCA guidelines and standards, at the time of submission.
69. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to carry out, or cause to carry out, the recommendations and measures contained within the plans and reports approved by the NVCA and the Township of Clearview.
70. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to engage a qualified professional to certify in writing that the works identified in the plans and reports approved by the NVCA and the Township of Clearview, have been constructed.

71. The owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, that all erosion and sediment control measures will be in place prior to any site alteration, and that all major stormwater management facilities or an appropriate temporary sediment control measures, must be in place prior to the creation of impervious areas such as roads and buildings.
72. The Owner shall agree in the Subdivision Agreement that the stormwater management facilities and any easements required for storm water drainage purposes, shall be dedicated/granted to the Township of Clearview.
73. That prior to final approval, the Owner/Developer shall pay all development fees to the NVCA as required in accordance with the Nottawasaga Valley Conservation Authority's fee policy, under the *Conservation Authorities Act*.
74. Prior to final approval, the Township of Clearview shall provide the NVCA with a copy of the proposed Subdivision Agreement which addresses the NVCAs conditions of draft plan approval.

Gas Utility Provider

75. 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.
76. 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.
77. All of the natural gas distribution system will be installed within the proposed road allowances so that easements shall not be required.

Communication/Telecommunications Provider(s)

78. Bell Canada 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.
79. The Owner is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development.
80. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer 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 from emergency management services (i.e., 911 Emergency Services).

The Owner shall agree in the Agreement, in words satisfactory to Bell Canada or other telephone service provider, to grant 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 facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.

Hydro Service Provider

81. 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.
82. All costs associated with plant or infrastructure relocations caused directly or indirectly by this development shall be borne by the Developer.

Canada Post

83. Confirmation is to be received from Canada Post that the applicant has made satisfactory arrangements for the installation of community mailboxes or other suitable mail delivery arrangement have been verified. A copy of such confirmation shall be forwarded to the Municipality.
84. 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, where required. Additional facilities such as curb cuts, walkways, and paved lay-bys shall be provided as and when required by the Municipality.

School Boards

85. Simcoe County District School Board requires that all offers to purchase and sale shall include the following clauses:
"Prospective purchasers are advised that accommodation within a public school operated by the Simcoe County District School Board 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."
"Prospective purchasers are advised that 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".
86. Simcoe Muskoka Catholic District School Board requires that all offers to purchase, and sale shall include the following clauses:
"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".

Warning Clauses & Notices

87. 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:
 - a) Within the entire subdivision plan:
 - i. "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."

- ii. "Purchasers and/or tenants are advised that traffic calming measures may have been incorporated into the road allowances."
 - iii. "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."
 - iv. "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."
 - v. "Purchasers and/or tenants are advised that mail delivery may be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings."
 - vi. "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."
 - vii. "Purchasers and/or tenants are advised that County Road 124 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."
 - viii. "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."
 - ix. "Purchasers and/or tenants are advised that the private domestic wells may not produce sufficient quantity of water and that private onsite cisterns may be required as supplementary to the well to accommodate peak water demand for the property and that the Township will not be responsible at any point in time for providing municipal water to supplement a private system."
- b) Abutting any open space, woodlot, environmental protection lands, or stormwater facility:
- i. "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 Agricultural lands:
- i. "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.”

88. The Owner agrees that prior to entering into any agreements of purchase and sale, each purchaser shall be required to sign an acknowledgement that they are aware of both water quantity and quality requirements for the private system on the lot they are purchasing.

Required Reports, Plans & Drawings

89. 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 Lot Grading Plan;
 - Plan/Profile Drawings;
 - Construction Management Plan
 - Traffic Control and Signage Plan;
 - Stormwater Management Plan;
 - Erosion and Sediment Control Plan;
 - Tree Inventory and Preservation Plan;
 - Composite Utility Plan;
 - Photometrics Plan;
 - Landscape Plan;
 - Driveway Location and Control Plan;
 - Phasing Plan, and
 - Standard Details.
90. 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; and
 - Construction Waste and Stockpile Management Plan.
91. 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

92. 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

93. 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:

- Ministry of Culture (condition 61);
- County of Simcoe (conditions 62 to 67);
- Nottawasaga Valley Conservation Authority (conditions 68 to 74);
- Gas Utility Provider (conditions 75 to 77);
- Telecommunications Service Provider (conditions 78 to 80);
- Hydro Service Provider (conditions 81 and 82);
- Canada Post (conditions 83 and 84);
- Simcoe County District School Board (condition 85); and,
- Simcoe Muskoka Catholic District School Board (condition 86).

94. 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.
95. 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 five 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

96. 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.
97. 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.
98. 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).

99. 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.
100. The Township of Clearview will require the final plan of subdivision registration plans be submitted as follows:
 - 1 set of mylars
 - 2 sets of paper prints (1 with AOLS stickers)
 - 1 digital copy (PDF)
101. The final plan approved by the Township of Clearview must be registered within 30 days or the Township will withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990.
102. All measurements in subdivision final plans must be presented in metric units.
103. 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.
104. Please be advised that the approval of this draft plan will lapse on November 24, 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.
105. 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.
106. 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.
107. 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(32) of the Planning Act, R.S.O. 1990, as amended.
108. 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.