

Local Planning Appeal Tribunal
Tribunal d'appel de l'aménagement
local



ISSUE DATE: September 03, 2020

CASE NO(S):

PL171215

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Losani Homes (1998) Ltd.
Subject:	Application to amend Zoning By-law No. 61-16 - Neglect of the County of Brant to make a decision
Existing Zoning:	(A) Zone, Agricultural Zone with one Special Provision (A-13), Agricultural Holding Zone and Residential Singles and Semis (HA-R2) Zone, Natural Heritage (NH) Zone and Employment Zone with a Special Provision (Mi-i)
Proposed Zoning:	Residential Singles Zone (Ri), with special exception (RI-_) to accommodate the single detached dwellings and larger street fronting rowhouses; Residential Multiple Medium Density Zone (RM2), with special exception (RM2-_) to Residential Multiple High Density (RM3), with special exception (RM3-_) to accommodate mixed use developments; Recreational Facilities (OS2) Zone to accommodate the parks and the stormwater management facilities; Natural Heritage Zone (NH) to accommodate the natural heritage features.
Purpose:	To permit the proposed draft plan of subdivision
Property Address/Description:	Part of Lot 7 and 8, Concession 2
Municipality:	County of Brant
Municipality File No.:	ZBA20-17-RA

OMB Case No.: PL171215
 OMB File No.: PL171215
 OMB Case Name: Losani Homes (1998) Ltd. v. Brant (County)

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Losani Homes (1998) Ltd.
 Subject: Proposed Plan of Subdivision - Failure of the County of Brant to make a decision
 Purpose: To permit 1292-1700 residential units consisting of single detached, townhouses, medium density residential, mixed use along with parks and SWM ponds
 Property Address/Description: Part of Lot 7 and 8, Concession 2
 Municipality: County of Brant
 Municipality File No.: PS2-17-RA
 OMB Case No.: PL171215
 OMB File No.: PL180025

Heard: August 24, 2020, by telephone conference call

APPEARANCES:

Parties

Counsel

Losani Homes (1998) Ltd.

Denise Baker and William Liske

County of Brant

Peter Tice and Jyoti Zuidema

Riverview Highlands (St. George) Ltd. Jay Hitchon

Empire Communities (St. George) Ltd. Paul DeMelo

Parkland Corporation Marc Kemerer

John Newton Alex Ciccone

MEMORANDUM OF ORAL DECISION DELIVERED BY DAVID BROWN ON AUGUST 24, 2020 AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The matter before the Tribunal is in respect to an appeal filed by Losani Homes (1998) Ltd. (the "Appellant") of the County of Brant's ("County") failure to make a decision in respect to an Application to Amend the County Zoning By-law No. 61-16 ("ZBA") and the County's failure to make a decision in respect of an Application for Approval of a Draft Plan of Subdivision ("Draft Plan") (collectively the "Applications"). The Applications are in respect to lands described as Part of Lot 7 and 8, Concession 2, Township of South Dumfries (the "Subject Lands") in the community of St. George.

[2] The proposed development is a phased residential community which will include a mix of residential dwelling types, a school block, parkland, storm water management blocks and open space connections. The ultimate development will accommodate a maximum of 1679 dwelling units. The proposed ZBA will facilitate the development and implementation of the proposed phases of the Draft Plan including a mix of residential zoning categories, institutional, recreational facilities and natural heritage zones. The proposed Zoning By-law Amendments will also include holding provisions to address servicing works, conservation authority requirements and the requirement of the school block lands.

[3] Prior to the commencement of the hearing the Tribunal was advised that the Parties have reached a settlement in respect to the appeal. The Parties confirmed they support the settlement.

[4] The Tribunal received a Book of Documents that was filed as Exhibit 1 and a Draft Order which included the final version of the planning instruments for consideration by the Tribunal. The Draft Order was filed as Exhibit 2.

[5] David Aston was qualified to provide opinion evidence as an expert in land use planning matters. Exhibit 1 included an Affidavit from Mr. Aston in support of the appeal.

[6] The Tribunal, having considered the materials filed and the uncontroverted evidence of Mr. Aston, allows the appeal in part and grants the approval of the Draft Plan subject to the conditions of draft approval provided and approves the ZBA for the reasons set out below.

PLANNING EVIDENCE

[7] The Tribunal considered the Affidavit of Mr. Aston and the supporting documentation contained within Exhibit 1.

[8] The Applications will include a mix of land uses and housing options, which will contribute to the social equity and quality of life of residents. The proposed development is within walking distance to the downtown area and the Applications are consistent with the development of complete communities.

[9] The intensification and density targets in the County are 40 residents and jobs combined per hectare. The Applications will contribute to the overall target for the Designated Greenfield Areas in the County. Mr. Aston opined that the Applications conform to the policies of the Growth Plan for the Greater Golden Horseshoe 2019 (the "2019 Growth Plan").

[10] In regard to the Provincial Policy Statement, 2020 (the "2020 PPS"), Mr. Aston advised that settlement areas are a focus of growth. The proposed development is within and identified settlement area and will provide for efficient development in a compact urban form and a mix of residential housing types. The Applications will support the County's ability to accommodate residential growth for the next 10 years through residential intensification within the boundary of an identified Settlement Area. Connectivity among transportation systems and other modes of travel will be achieved through the integration of the road network sidewalk connections and trails that are proposed within the subject lands as well as adjacent developments. Mr. Aston submitted that studies related to the natural features were completed to establish the feature limits, setbacks and development limits. The development limits are reflected

within the Draft Plan and ZBA. Mr. Aston concluded that the approval of the Applications are consistent with the 2020 PPS.

[11] The County Official Plan (the "OP") identifies the St. George community as a Primary Urban Settlement Area. The Subject Lands are designated Urban Residential and Natural Heritage System with a portion of the lands designated Site-Specific Policy Area 17. The Subject Lands represent an appropriate area for development as infrastructure capacity is being planned with the expansion of the wastewater treatment facility. Further, the Urban Residential policies provide for a variety of residential housing types and the Natural Heritage features on the Subject Lands have been detailed through an Environmental Impact Study. Development constraints, buffers, setbacks, and system linkages were delineated through this review. Mr. Aston submitted that the proposed Draft Plan and ZBA will support the proposed infrastructure, achieve density targets, is in keeping with the intent and function of the St. George Settlement Area and Urban Residential designation, and provide for the protection of the Natural Heritage System.

[12] The Applications will support a complete community with a range of urban residential housing forms and will assist the County in achieving their minimum density target by 2022 as set out in the OP. The conditions of approval of the Draft Plan and the regulations of the ZBA implement the St. George Area Study and the modifications adopted through the OP Amendment No. 8. The conditions of approval of the Draft Plan and the Holding zones in the ZBA provide for the completion of an Environmental Assessment to ensure adequate servicing and infrastructure capacity is available for each phase of the Draft Plan.

[13] The ZBA will create a mix of Residential, Open Space, Institutional, Recreational Facilities, and Natural Heritage zones. The residential zones have a number of site-specific provisions and are subject to Holding provisions that requires the completion of a subdivision agreement to the satisfaction of the County prior to the release of the Holding provision and confirmation of servicing capacity. There are also specific Holding

provisions associated with the school block and for a Block in Phase 4 of the proposed development addressing site specific issues related to the Block.

[14] Mr. Aston opined that the Applications conform with the County OP.

[15] With regard to the criteria set out in section 51(24) of the *Planning Act* (the "Act"), Mr. Aston reviewed each of the criterion in detail and opined how the Applications address these matters.

[16] With regard to section 51(25) of the Act, Mr. Aston identified the conditions of approval for the Draft Plan set out in Exhibit 2 and concluded that in his opinion the conditions are appropriate for the nature of the development and provide for the necessary detailed plans and agreements the development of the Subject Lands.

[17] In response to issues raised by the participant, Jeff Wharton, Mr. Aston identified a parcel located at the south westerly corner of the Subject Lands and identified the proposed access points. He explained that the lands are intended to be used for residential purposes and that prior to the development of these lands additional works will be required to address servicing and Grand River Conservation Authority requirements of approval.

DECISION

[18] The Tribunal, having reviewed the documentation submitted and having considered the uncontroverted planning evidence of Mr. Aston accepts his opinions and conclusions.

[19] The Tribunal is satisfied that the Draft Plan and ZBA are consistent with the 2020 PPS, conforms with the 2019 Growth Plan as it read before Amendment 1 and conforms with the County OP. The Draft Plan has regard to section 51(24) of the Act and the Draft Plan and ZBA have regard to matters of provincial interest.

[20] The Tribunal allows the Appeals in part.

[21] The Tribunal approves the amendment to the County of Brant Zoning By-law as set out in Attachment 1 to this Order.

[22] The Tribunal approves the proposed Draft Plan of Subdivision as set out in Attachment 2 to this Order subject to the conditions as set out in Attachment 3 to this Order.

[23] Pursuant to section 51(56.1) of the Act, the Tribunal orders that the County of Brant will be the approval authority for the purpose of clearing the Draft Plan conditions and that the final approval of the Plan of Subdivision is to be given by the County of Brant.

[24] This is the Order of the Tribunal.

"David Brown"

DAVID BROWN
MEMBER

If there is an attachment referred to in this document,
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Local Planning Appeal Tribunal

A constituent tribunal of Ontario Land Tribunals

Website: www.olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

BY-LAW NUMBER xxx-20

-of-

THE CORPORATION OF THE COUNTY OF BRANT

To amend By-law Number 61-16, the Zoning By-law of the County of Brant, as amended by MHBC, on behalf of Losani Homes (1998) Ltd. and 2410002 Ontario Inc.,)

WHEREAS an application was received from MHBC Planning Urban Design and Landscape Architecture , on behalf of Losani Homes (1998) Ltd. and 2410002 Ontario Inc., Owners of lands described as Pt Lts 7&8, Con 2; Pt Lts 20, 21 & 22, Blk J, PI 81; Pt Lts 1&2, Blk O. PI 81; Pt Lt 2, Blk N, PI 81, Pts 1-6 , 2R-4095 & Pt 1 2R-1584; Pt Lt 7, Con 2, Pt 2 on 2R-5813; Pt Lt 7, Con 2, Pts 2 & 3 on 2R – 5580; and Pt Lt 7 & 8, Con 2; being Pts 1 & 2 on 2R-4418 less Pts 1,2 & 3 on 2R-5290; less Pts 1,2&3 on 2R – 5387 and less Pt 1 on 2R – 6136; Former Township of South Dumfries, County of Brant, to amend Zoning By-law 61-16 to change the current Zoning from Agricultural Zone (A), Special Exception Agricultural Zone (A-13), Special Exception Prestige Industrial Zone (M1-1), Built and Cultural Heritage Residential Singles and Semis (HA-R2) Zone, and Natural Heritage Zone (NH) to Holding Provision Special Exception Residential Singles (h-R1-52, h-23-R1-52), Holding Provision Special Exception Residential Multiple Low Density (h-RM1-41, h-RM1-42, h-23-RM1-41, h-23-RM1-42, h-24-RM1-42), Holding Provision Special Exception Residential Multiple High Density (h-RM3-22, h-RM3-23), Special Exception Holding Provision Special Exception Major Institutional (h-22-N2-5), Open Space (h-OS1, h-23-OS1) Recreational Facilities (h-OS2, h-23-OS2), and Natural Heritage (NH) to allow for the development of a residential plan of subdivision.

AND WHEREAS The *Planning Act* empowers a municipality to pass by-laws prohibiting the use of land and the erection, location and use of buildings or structures, except as set out in the by-law;

AND WHEREAS this By-law is in conformity with the Official Plan for the County of Brant;

AND WHEREAS the Local Planning Appeal Tribunal deems it to be desirable for future development and use of the lands described above;

NOW THEREFORE THE LOCAL PLANNING APPEAL TRIBUNAL HEREBY ENACTS as follows:

1. **THAT** Schedule 'A', Key Maps 26 and 27 of By-law Number 61-16 are hereby amended by changing the zoning on the subject lands from Agricultural Zone (A), Special Exception Agricultural Zone (A-13), Special Exception Prestige Industrial Zone (M1-1), Built and Cultural Heritage Residential Singles and Semis (HA-R2)

Zone, and Natural Heritage Zone (NH) to Holding Provision Special Exception Residential Singles (h-R1-52, h-23-R1-52), Holding Provision Special Exception Residential Multiple Low Density (h-RM1-41, h-RM1-42, h-23-RM1-41, h-23-RM1-42, h-24-RM1-42), Holding Provision Special Exception Residential Multiple High Density (h-RM3-22, h-RM3-23), Special Exception Holding Provision Special Exception Major Institutional (h-22-N2-5), Open Space (h-OS1, h-23-OS1) Recreational Facilities (h-OS2, h-23-OS2), and Natural Heritage (NH) as shown on Schedule “A” of this by-law.

2. **THAT** Section 3 Definitions is hereby amended by adding the following definition:

Dwelling, Back-to-Back Rowhouse:

For the purposes of this By-Law, Back-to-Back Rowhouse dwellings shall mean a residential building containing a minimum of 4 and a maximum of 16 units, having attached units separated by a common or party wall above grade, including a common or party rear wall without a rear yard setback, and whereby each unit has an independent entrance to the unit from the outside accessed through the front elevation or exterior side elevation of the dwelling unit.

3. **THAT** Section 8.3 Special Exceptions R1 Zone is hereby amended by adding the following:

R1-52

Notwithstanding any provisions of this By-law to the contrary, within any area zoned R1-52 on Schedule “A” hereto, the following site specific zone provisions shall apply:

<i>Lot Area (Minimum):</i>	308 m ²
<i>Lot Frontage (Minimum):</i>	11 metres
<i>Street Setback (Minimum)</i>	4.5 metres, provided no part of the <i>structure</i> used as a <i>garage</i> is closer than 6 m to the front <i>lot line</i> .
<i>Interior Side Yard Setback (Minimum):</i>	1.2 metres on one side and 0.6 metres on the other. A minimum of 1.8 metres must be maintained between <i>structures</i> .
<i>Lot Coverage Dwelling (Maximum):</i>	50%
<i>Lot Coverage Overall (Maximum):</i>	55%

<i>Landscaped Open Space (Minimum):</i>	25%
<i>Building Height (Maximum):</i>	12.0 metres
<i>Exterior Side Yard (Minimum):</i>	2.4 metres

That *decks* be permitted to encroach into the required *rear yard setback* by 3.0 metres.

Parking spaces in any Residential Zone located within a *garage* or a *carport*, are permitted encroachments within 1.25 m of either end of the required *parking space*, provided the encroachment does not exceed 0.36 m.

All other requirements of the By-Law shall apply.

4. **THAT** Section 8.5 Special Exceptions RM1 Zone is hereby amended by adding the following:

RM1-41

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM1-41 on Schedule “A” hereto, the following site specific zone provisions shall apply:

<i>Lot Area (Minimum):</i>	<i>Single Detached Dwelling:</i> 280 m ²
	<i>Semi Detached Dwelling:</i> 420.0 m ²
	<i>Semi Detached Dwelling Unit:</i> 210.0 m ²
<i>Lot Frontage (Minimum):</i>	<i>Street Fronting Rowhouse:</i> 150.0 m ²
	<i>Single Detached Dwelling:</i> 10.0 m
	<i>Semi Detached Dwelling Unit:</i> 7.5 m
<i>Street Setback (Minimum)</i>	<i>Street Fronting Rowhouse:</i> 6.0 m
	4.5 metres, provided no part of the <i>structure</i> used as a <i>garage</i> is closer than 6 m to the front <i>lot line</i> .
	<i>Interior Side Yard Setback (Minimum):</i> <i>Single Detached</i> and <i>Semi-Detached Dwellings:</i> 1.2 metres on one side and 0.6 metres on the other. A minimum of 1.8 metres must be maintained between <i>structures</i> .

Street Fronting Rowhouse: 1.2 metres, and 0 metres to a common interior wall.

Exterior Side Yard (Minimum):

2.4 metres

Lot Coverage (Maximum):

Single Detached/ Semi-Detached Dwellings - 50%

Rowhouse, Street Fronting Rowhouse – 55%

Lot Coverage Overall (Maximum):

Single Detached/ Semi-Detached Dwellings - 55%

Rowhouse, Street Fronting Rowhouse – 55%

Building Height (Maximum):

12.0 metres

Block Size (Maximum):

Street Fronting Rowhouse: 8 units

Landscaped Open Space (Minimum): 25%

That *decks* be permitted to encroach into the required *rear yard setback* by 3.0 metres.

Parking spaces in any Residential Zone located within a *garage* or a *carport*, are permitted encroachments within 1.25 m of either end of the required *parking space*, provided the encroachment does not exceed 0.36 m.

All other requirements of the By-Law shall apply.

- 5. THAT** Section 8.5 Special Exceptions RM1 Zone is hereby amended by adding the following:

RM1-42

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM1-42 on Schedule “A” hereto, the following site specific zone provisions shall apply:

To conform with the Ministry of Environment, Conservation and Parks’ Land Use Compatibility Guidelines (D-6), the Development Setback from the portion of lands zoned Natural Heritage in the north-west corner of the property shall be minimum 16.5m.

Parking spaces in any Residential Zone located within a *garage* or a *carport*, are permitted encroachments within 1.25 m of either end of the required *parking space*, provided the encroachment does not exceed 0.36 m.

All other provisions of the By-law shall apply.

6. **THAT** Section 8.7 Special Exceptions RM3 Zone is hereby amended by adding the following:

RM3-22

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM3-22 on Schedule 'A' hereto, the following site specific zone provisions shall apply:

<i>Lot Area (Minimum):</i>	<i>Street Fronting Rowhouse:</i> 150.0 m ² <i>Rowhouse Dwelling:</i> 150.0 m ² <i>Stacked Townhouse:</i> 135.0 m ² <i>Back-to-Back Rowhouse:</i> 80.0m ² per unit
<i>Lot Frontage (Minimum):</i>	<i>Street Fronting Rowhouse:</i> 6.0 m <i>Rowhouse Dwelling:</i> 5.45 m <i>Stacked Townhouse:</i> 5.45 m <i>Back-to-Back Rowhouse:</i> 5.45 m
<i>Street Setback (Minimum)</i>	4.5 metres, provided no part of the <i>structure</i> used as a <i>garage</i> is closer than 6 m to the front <i>lot line</i> . No minimum <i>driveway</i> width is required.
<i>Interior Side Yard Setback (Minimum):</i>	1.2 metres, and 0 metres to a common interior wall.
<i>Rear Yard Setback (Minimum)</i> <i>Exterior Side Yard (Minimum):</i>	<i>Back-to-Back Rowhouse:</i> 0 m 2.4 metres
<i>Lot Coverage (Maximum):</i>	60%
<i>Block Size (Maximum):</i>	8 units for <i>street fronting rowhouse</i> and <i>rowhouse</i> ; 16 units for <i>back-to-back rowhouse</i> dwellings; 24 units for <i>stacked townhouse units</i> .

Landscaped Open Space (Minimum): 25%
Visitor Parking Space (Minimum): 0.25 spaces per *unit*
Height (Maximum): 13.0 metres

That *decks* be permitted to encroach into the required *rear yard setback* by 3.0 metres.

Parking spaces in any Residential *Zone* located within a *garage* or a *carport*, are permitted encroachments within 1.25 m of either end of the required *parking space*, provided the encroachment does not exceed 0.36 m.

All other requirements of the By-Law shall apply.

7. **THAT** Section 8.7 Special Exceptions RM3 Zone is hereby amended by adding the following:

RM3-23

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM3-23 on Schedule 'A' hereto, in addition to the uses permitted in RM3 Zone, the uses permitted in Neighbourhood Commercial (C1) Zone shall also be permitted subject to the C1 zone requirements.

The following site specific provisions shall apply to the RM3-23 Zone:

Lot Area (Minimum): *Street Fronting Rowhouse:* 150.0 m²
Rowhouse: 150.0 m²
Stacked Townhouse: 135.0 m²
Back-to-Back Rowhouse: 80.0m² per unit

Lot Frontage (Minimum): *Street Fronting Rowhouse:* 6.0 m
Rowhouse: 5.45 m
Stacked Townhouse: 5.45 m
Back-to-Back Rowhouse: 5.45 m

Street Setback (Minimum): 4.5 metres, provided no part of the *structure* used as a *garage* is closer than 6 m to the front *lot line*. No minimum *driveway* width is required.

Interior Side Yard Setback (Minimum): 1.2 metres, and 0 metres to a common interior wall.

Rear Yard Setback (Minimum): *Back-to-Back Rowhouse:* 0 m

Exterior Side Yard (Minimum): 2.4 metres

Lot Coverage (Maximum): 60%

Block Size (Maximum): 8 *units* for *street fronting rowhouse* and *rowhouse*, 16 *units* for *back-to-back rowhouse* dwellings, 24 *units* for *stacked townhouse*.

Landscaped Open Space (Minimum): 25%

Visitor Parking Space: 0.25 spaces per *unit*

Height (Maximum): 13.0 metres

That *decks* be permitted to encroach into the required rear yard setback by 3.0 metres.

Parking spaces in any Residential *Zone* located within a *garage* or a *carport*, are permitted encroachments within 1.25 m of either end of the required *parking space*, provided the encroachment does not exceed 0.36 m.

8. THAT Section 13 Institutional Zone is hereby amended by adding the following:

N2-5

Notwithstanding any provision of this By-law to the contrary, no person shall within any N2-5 Zone use any lot or erect, alter or use any *building* or *structure* except in accordance with the following provisions:

Uses Permitted shall be limited to:

1. *Elementary School;*
2. *Community Centre;*
3. *Public Library;*
4. *Public Park;*
5. *Accessory uses, buildings and structures;*
6. Residential Uses in accordance with the RM3-22 Zone upon removal of the "h" provision (h-22).

The following site specific provisions shall apply to the *Elementary School/Community Centre*:

<i>Lot Area</i> (Minimum):	2.0 ha based on one school; or, 4.0 ha based on a joint school (2 schools).
<i>Lot Width</i> (Minimum):	50.0 metres
Minimum off-street parking regulations	1 per classroom (includes teaching rooms, gymnasium, library etc.) plus 1 per portable classroom; A shared parking reduction of 25 % may be considered for the <i>community centre</i> and/or <i>public library</i> parking requirements, in combination with an <i>elementary school use</i> or <i>public park use</i> .

All other requirements of the By-Law shall apply.

9. **THAT** Section 15.1 Holding “h” Zone Provisions, is hereby amended by adding the following:

h-22

To ensure the orderly *development* of the lands zoned h-22-N2-5, the removal of the “h” to permit residential *uses* shall require the satisfaction of the following conditions:

1. Both Brant Haldimand-Norfolk Catholic District School Board and Grand Erie District School Board provide letters advising that they do not require all or part of the lands for school purposes, as follows:
 - a. in advance of registration of the respective phase of the plan; or,
 - b. after a period of seven years has elapsed from the date of the registration of the respective phase.
2. Approval of a Site Plan Control Application by the County of Brant.

h-23

To ensure the orderly *development* of the lands zoned h-23-R1-52, h-23-RM1-41, h-23-OS1 and h-23-OS2, the removal of the “h-23” to permit the *uses* permitted in respective zones shall require the satisfaction of the following condition:

- 1) Confirmation that there is adequate servicing capacity in the County of Brant's Waste Water Treatment Facility for the units proposed within the *development* phase.

h-24

To ensure the orderly *development* of the lands zoned h-24-RM1-42, the removal of the "h-24" to allow the *uses* permitted in the RM1-42 zone shall require the satisfaction of the following conditions:

- 1) Confirmation that there is adequate servicing capacity in the County of Brant's Waste Water Treatment Facility for the units proposed within the *development* phase.
- 2) Provide design details for the watercourse crossing(s) that address ecology, floodplain, hydraulics and hydrology, to the satisfaction of the County and the GRCA
- 3) Provide an addendum to the Environmental Impact Statement addressing natural heritage features both on, and adjacent to, the site with wetland boundaries to be confirmed with GRCA staff.

10. THAT this by-law shall come into force on the day it is approved by the Local Planning Appeal Tribunal.



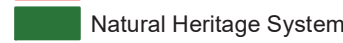













ZBL20-17-RA



1:8,200

SCHEDULE 'A'
COUNTY OF BRANT
 BY-LAW No. _____

- | | |
|--|--|
|  Site Boundary |  Stage 4: h-24-RM1-42 |
|  Natural Heritage System |  Stage 4: h-23-R1-52 |
|  h-RM3-22 |  Stage 4: h-23-OS1 |
|  h-RM1-41 |  Stage 4: h-23-OS2 |
|  h-R1-52 |  Stage 4: h-23-RM1-41 |
|  h-RM3-23 | |
|  h-22-N2-5 | |
|  h-OS1 | |
|  h-OS2 | |

ATTACHMENT 2

Legend

- Subject Lands
- Phasing
- Environmental Features & Buffers
 - Pre-Development Floodplain
 - Post-Development Floodplain
 - Wetland
 - Wetland Buffer
 - Tributary
 - 30 m Tributary Buffer
 - Former Railway Line
 - Significant Woodland Dripline
 - 10 m Significant Woodland Buffer
 - 100 Year Erosion Setback from Meander Belt
 - 15 m Setback from Stable Slope Crest
 - Stable Slope Crest

EXHIBIT C

PART LOT 7 AND 8, CONCESSION 2
TOWNSHIP OF SOUTH DUMFRIES
COUNTY OF BRANT

Owner's Certificate
I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED TO SUBMIT THIS PLAN FOR APPROVAL.

DATE: _____
William Liske
General Counsel

Surveyor's Certificate
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

DATE: _____
S. Dan McLaren, OLS
A.T. McLaren Limited

Additional Information Required Under Section 51(17) of the Planning Act R.S.O. 1990, c P.13 as Amended
A. As Shown B. As Shown C. As Shown D. Residential, Mixed Use, Park, Stormwater Management, Open Space E. As Shown F. As Shown G. As Shown H. Municipal Water Supply I. Silty Clay, Loamy Sand, Gravelly Sand J. As Shown K. All services as required L. As Shown

Key Plan

Subject Lands

SCALE: NTS

Source: Google Maps

Area Schedule

Description	PHASE 1			PHASE 2			PHASE 3		
	Blocks	Area (ha)	Units (est./max)	Blocks	Area (ha)	Units (est./max)	Blocks	Area (ha)	Units (est./max)
Residential	1-10	5.765	166-192	1-28	12.134	326-380	1-13	3.805	95-116
Multiple Residential	11	0.631	25-31	29-35	10.998	406-504			
School							14	4.050	162-182*
Walkway	12	0.034							
Park				36	4.446				
Storm Water Mgmt	13	2.155		37	2.083				
Open Space	14-15	7.843		38-41	21.477		17	3.495	
Pumping Station							18	0.156	
Future Development	16	0.006		42-47	0.288		19-22	0.242	
0.3m Reserve	17-18	0.002		48-50	0.012		23-25	0.008	
Roads									2.255
TOTAL	18	19.047	191-223	50	60.094	732-884	25	14.058	257-298*

Description	PHASE 4			TOTAL		
	Blocks	Area (ha)	Units (est./max)	Blocks	Area (ha)	Units (est./max)
Residential				51	21.704	587-688
Multiple Residential				8	11.629	431-535
School				1	4.050	162-182*
Walkway				3	0.081	
Park				1	4.446	
Storm Water Mgmt	1	2.749		3	6.987	
Open Space	2-8	8.347		14	41.162	
Pumping Station	9	0.164		2	0.320	
Future Development	10-13	13.020	237-274	15	13.556	237-274
0.3m Reserve				8	0.022	
Roads		1.459			14.981	
TOTAL	13	25.739	237-274	106	118.938	1417-1679*

*Draft plan provides for 162-182 units in Phase 3, should the school block (Block 14) not be required and be considered for future development

- Notes**
- Boundary and topography survey information prepared by A.T. McLaren Ltd, January 10, 2017
 - Post-development floodplain information prepared by UrbanTech, May, 2020
 - Woodland, woodland buffer, wetland, and wetland buffer information provided by NRSI, October 26, 2018
 - Tributary and tributary buffer information provided by NRSI (St. George EIS Update - May 1, 2020)
 - Meander belt information provided by GeoProcess, November 8, 2018
 - Stable slope crest information provided by Terraprobe, November 2, 2018
 - Empire subdivision plan dated March 19, 2018
 - Riverview Highlands subdivision plan provided by GSP, August 23, 2018

MHBC PLANNING URBAN DESIGN & LANDSCAPE ARCHITECTURE
200-540 BINGEMANS CENTRE DR. KITCHENER, ON, N2B 3X9 | P: 519.576.3650 | F: 519.576.0121 | WWW.MHBCPLAN.COM

Date	July 21, 2020
File No.	14196C
Plan Scale	1:3,000 (Arch D)
Drawn By	JB
Checked By	DA

Project St. George **Other**

Applicant

File Name	Draft Plan of Subdivision	Dwg No.	1 of 1
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Scale Bar 0 25 50 100 150 200m



SCHEDULE “B”

To

**COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL
PLAN OF SUBDIVISION FILE: PS-2-17 - LOSANI HOMES (1998) LTD/2410002
ONTARIO INC.**

Please note that in these conditions of draft plan approval, any reference to owner, developer or applicant shall be interpreted as referring to either or both of Losani Homes (1998) Ltd. (“Losani”) and / or 2410002 Ontario Inc. (“241”), being an affiliate of Losani. Losani and 241 shall be described collectively as the “Developer” or the “Developer / Owner” in various places throughout this Schedule “B”. The conditions of draft approval for the Subdivision require that the Developer enter into a Subdivision Agreement or Development Agreement (each such agreement being herein referred to as a “**Development Agreement**”) that is satisfactory to the County in connection with the development of the Subject Lands as a Plan of Subdivision (referred herein as “**Subdivision**” or “**Development**”) including satisfying all requirements, financial and otherwise, of the County concerning the provision and installation of associated works both within and external to the Subject Lands; and that the Developer satisfy all of the conditions of draft plan approval for the Subdivision; and that the Subdivision be approved and registered so that all the lots and blocks shown on the plan for the Subdivision have direct access and frontage on a municipally assumed, public road.

The conditions of draft approval for the Subdivision require that the matters and things set out in this Schedule “B” be addressed to the sole satisfaction of the County in one or more of the Site Alteration Agreement, Pre-Servicing Agreement and Subdivision Agreement (together herein referred to as the “**Development Agreements**”) as may be applicable to the context. It is understood that the Subject Lands are intended to be developed in four phases and all references within these conditions to any statute or regulation shall mean such statute or regulation as is in force at the time when any phase of the Subdivision is being approved and registered.

That Draft Plan of Subdivision File PS2/17 (“**Draft Plan**”), from MHBC Planning, Urban Design and Landscape Architecture, agent for the Developer, regarding lands and premises located in the geographic Township of South Dumfries in the County of Brant and as described in Appendix A attached hereto (collectively referred to as “**Subject Lands**”), to permit the development of the site as a Plan of Subdivision including 1479-1679 residential units consisting of single detached dwellings, townhouses, multi residential, mixed use blocks, open space blocks, school block, sewage pumping station block, storm water management blocks, park blocks, and future development blocks be approved, subject to the following conditions of approval:

1. That at the time of registration of the applicable phase, the Developer conveys to the County, free and clear of all encumbrances, Blocks 13 (Phase 1), 37 (Phase

2) and 1 (Phase 4) (stormwater management areas); Blocks 17-18 (Phase 1), 48-50 (Phase 2) and 23-25 (Phase 3) inclusive (0.3 metre reserves); Block 36 (parkland); Blocks 14-15 (Phase 1), 38-41 (Phase 2), 17 (Phase 3) and 2-8 (Phase 4) inclusive (open space areas); Blocks 12 (Phase 1), 15-16 (Phase 3) inclusive (walkways); Blocks 18 (Phase 3) and 9 (Phase 4) (pumping station) and such other Blocks as may be required for 0.3 metre reserves as yet to be determined by the County.

2. That prior to the final registration of all or any part of the Subdivision, the Draft Plan be revised to include 0.3 metre reserves along the daylight triangles and the flankages, as required, of all applicable Blocks, to the sole satisfaction of the County.
3. That the Development Agreements shall not be registered on title of the Subject Lands until all external infrastructure and services required for all or part of the Development are In Place (as defined below) including municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure and storm water conveyance and legal outlet and for the purpose of this condition services being “**In Place**” means that the infrastructure exists and is operational to the sole satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Subdivision.
4. That the “h” holding zone shall not be removed and no building permits shall be issued until all external infrastructure, conveyance of any required road widening as it pertains to Block 11 (Phase 1), Block 14 (Phase 2) and Block 34 (Phase 2) and services required for all or part of the Development are ‘In Place’ (as defined in Condition 3) including municipal water supply, treatment and conveyance infrastructure, storm water conveyance and legal outlet, and sewage treatment and waste water conveyance infrastructure.
5. That the removal of the “h” zoning provision from the Subject Lands and/or the registration of the Subdivision is to be to the sole satisfaction of the County, including compliance with all of the zoning regulations associated with the proposed zones.
6. That the removal of the “h-23” and “h-24” zoning provision from Phase 4 of the Subject Lands shall require additional analysis as to the availability of servicing capacity in the St. George Waste Water Treatment Facility, to the sole satisfaction of the County, including compliance with all of the zoning regulations associated with the proposed zones.
7. That the Development is to be staged or phased, and the staging/phasing and servicing of each stage/phase shall be to the sole satisfaction of the County. For the purposes of this condition, the development of a stage/phase of the Development may proceed when the County is satisfied that all of the external infrastructure/services, including the conveyance of any required road widenings for that stage/phase are ‘In Place’, as defined in Condition 3.
8. That the Developer/Owner shall enter into a Supplementary Development

Agreement, which shall ensure that until building permits for at least 75% of the units proposed in a phase have been issued and occupancy permits have been granted for such units, subsequent phases shall not proceed for registration and to ensure that the County is satisfied that adequate capacity in the St. George Waste Water Treatment Facility, sanitary conveyance system and the St. George Municipal Water Supply System are available before the final approval of any part of the Subdivision.

9. That the Developer/Owner acknowledges that the County must Complete a Municipal Class EA, at the sole cost of the Developer/Owner or the Land Owner's Group, for the trunk sanitary sewer required to be constructed from the St. George Waste Water Treatment Facility to the Subject Lands. **"Complete"** means that the Municipal Class EA has been approved by Council, that the thirty (30) day review period has expired and subsequently that approval by the Ministry of Environment, Conservation and Parks has been issued. The Development shall be developed on full municipal services, including sanitary sewers, municipal water, urban storm water management practices and urban roads; and, following receipt of notice from the Local Planning Appeal Tribunal of the draft approval of the Subdivision, the Developer/Owner shall negotiate with the County in the Development Agreements financing arrangements which are satisfactory to the County and under which all costs associated with the design and construction of any required infrastructure are to be paid for by the Developer/Owner, to the sole satisfaction of the County.
10. That the Development Agreements shall include provisions that all easements and blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Developer/Owner to the County and/or other appropriate authorities for nominal consideration free and clear of all encumbrances.
11. That the Developer/Owner provide the necessary easements and/or street dedications to the County for the extension of services from this Subdivision to the limits of the Subdivision at such time as requested by the County.
12. That the road allowances, road widenings and daylighting triangles, as determined by the County for all or part of the Subdivision, and as indicated on the Draft Plan shall be dedicated as public highways at no cost to the County, be constructed to the sole satisfaction of the County and be free and clear of all encumbrances.
13. That the proposed streets be named to the sole satisfaction of the County and that 75% of the names shall be selected from the list of names of War Veterans, as provided by the County.
14. That 10% of the total number of lots/units proposed in the Subdivision shall be graded to meet the accessibility standards of the Ontario Building Code and Accessibility for Ontarians with Disabilities Act (AODA), as amended or updated to the date of the execution of any Development Agreements.

15. That the Developer/Owner prepares and submits detailed Urban Design Guidelines in accordance with the County's Official Plan policies for the proposed development outlining the urban design principles for the Subdivision prior to the final approval of all or any part of the Subdivision, to the sole satisfaction of the County.
16. That the Developer/Owner prepares an update to the Land Use Feasibility Study, to the sole satisfaction of the County, to provide an analysis of the Ministry of Environment, Conservation and Parks Land Use Compatibility Guidelines (D-6 Guidelines), as amended or updated to the date of the execution of any Development Agreements, to confirm that the proposed development is compatible with the industrial area located to the west of the Subject Lands prior to the final approval of Phase 4 of the Subdivision. The analysis shall include the consideration of industrial operations that require an ECA/EASR as a Class III industry.
17. That prior to the final registration of all or any part of the Subdivision, the Developer/Owner shall ensure that the street fronting rowhouses (as defined in the County's Zoning By-Law 61-16, as amended or updated to the date of the execution of any Development Agreements) shall not exceed 30% of the total lots in the entire Subdivision. The Developer/Owner shall provide a written confirmation satisfactory to the County as to how this condition is met prior to final registration of any part of the Subdivision.
18. That prior to the final registration of all or any part of the Subdivision, the Developer/Owner shall address the following items to the sole satisfaction of the County and the Grand River Conservation Authority (the "GRCA"), in order to maintain, restore and enhance the natural heritage system and implement recommendations in the Environmental Impact Studies:
 - a. The Developer/Owner acknowledges and agrees that the construction of the Subdivision shall be in accordance with the recommendations of the May 2020 Environmental Impact Study Addendum, or as amended, prepared by Natural Resource Solutions Inc. and the April 2017 Environmental Impact Study prepared by Savanta, which were prepared on behalf of the Developer/Owner for the Subdivision.
 - b. Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal in each phase of the Subdivision, the Developer/Owner shall submit, an Ecological Management Plan, that includes details on preservation, replacement and restoration plantings, mitigation measures and monitoring for the natural heritage system and water resource system including buffer areas to be retained. The Ecological Management Plan is to implement recommendations from the supporting Environmental Impact Studies as noted in clause (b) for the property and includes, but not be limited to, the following:
 - i. An update to the Environmental Impact Study, as required, on species at risk to ensure compliance with the *Endangered Species Act* and *Species*

at Risk Act, as amended or updated to the date of the execution of any Development Agreements.

- ii. A Vegetation Inventory and Preservation Plan specifying vegetation to be removed and retained. Mitigation measures to be implemented prior to, during and after construction to protect the natural heritage system including the buffer areas.
 - iii. A native planting replacement and restoration plan for the natural heritage system including the buffer areas to include native trees, shrubs, plants, and seed mixes.
 - iv. A plan to remove and control invasive non-indigenous plant species.
 - v. A detailed ecological inventory, assessment, and mitigation measures to be implemented to ensure that Access 1 and Access 2 in the Future Development Area of the Subdivision (Blocks 13) do not have a negative impact on significant natural features or ecological functions identified in this area.
 - vi. A monitoring plan for the wetlands and watercourses (pre, during and post construction), including recommendations for improvements, mitigation measures and implementation of recommendations made in the EIS and Erosion Threshold Analysis. An Environmental Stewardship Plan including a homeowner information package and interpretive educational signage to be installed along trails in buffer areas and adjacent to significant features such as wildlife habitat.
 - vii. A pre-construction and post-construction, maintenance and monitoring program for the ecological management measures.
- c. The Developer/Owner shall provide a detailed cost estimate and financial securities for the completion of work to be completed as part of the Ecological Management Plan. Prior to servicing the Subject Lands, the Developer/Owner shall submit a letter of credit to secure the completion of the required preservation, enhancement, and mitigation measures. The planting replacement and restoration plan approved as part of the Ecological Management Plan is to be initiated within 6 months of completion of servicing and completed according to the timelines identified in the approved Ecological Management Plan. The maintenance period of ecological enhancement and preservation measures will be for a period agreed upon to the sole satisfaction of the County and the GRCA.
- d. Prior to any land clearing, grading or other site alteration, the Developer/Owner shall install protective fencing, along the setback perimeter of the natural heritage system including the buffer areas within the Subject Lands to ensure no disturbance to the watercourses, valleys, vegetation and wetlands to be retained.
- e. Vegetation clearing associated with the Subdivision construction shall be in compliance with the *Migratory Birds Convention Act*, as amended or updated to the date of the execution of any Development Agreements, in that no

clearing of vegetation on site is to occur during the bird breeding season (April 1 to August 31) unless it can be ascertained in writing by a qualified expert that no birds covered by the Act are observed to be breeding within or adjacent to the affected area.

- f. Tree removal associated with the Subdivision construction shall be timed to avoid the bat active season from May 1 to September 30 to avoid impacts to individual species at risk bats that may be using the lands.
- g. Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal, the Developer/Owner shall ensure compliance with the Endangered Species Act, as amended or updated to the date of the execution of any Development Agreements.
- h. Qualified experts shall relocate turtles, amphibians and native fish species prior to any site preparation, topsoil removal, or grading within the Treatment Lagoon identified as Pond 4 in the April 2017 Environmental Impact Study prepared by Savanta and located in Phase 2 and Phase 3 of the Subdivision..
- i. Milkweed seeds shall be collected and replanted as recommended in the April 2017 Environmental Impact Study prepared by Savanta and detailed in the Ecological Management Plan prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal within the area of Blocks 1, 9 and 11 in Phase 1.
- j. The Development Agreements shall include a provision that prior to the issuance of occupancy permits for the adjoining lots, the Developer/Owner shall install permanent chain link fencing, along the common property boundary within 15 centimeters of the buffers of Open Space Blocks 14-15 (Phase 1), 38-41 (Phase 2), 17 (Phase 3) and 2-8 (Phase 4)
- k. The Development Agreements shall include a provision that prior to the registration of the all or any part of the Subdivision, the Developer/Owner shall install educational interpretive signage as per the Ecological Management Plan.
- l. The Development Agreements shall include a provision that the Developer/Owner prepare and include in all Agreements of Purchase and Sale a Homeowner Environmental Stewardship Brochure describing the natural attributes of the Subdivision and the importance of good stewardship practices to ensure the long-term health and sustainability of the watercourses, wetlands and woodlots. The Brochure shall highlight the advantages and responsibilities of a home or landowner living in the natural area.
- m. The Development Agreements shall include that post construction maintenance and monitoring, as detailed in the Ecological Management Plan, shall be undertaken by the Developer/Owner for at least 24 months from the date of substantial completion of the development, being the date when 90% has been completed. Once satisfactory maintenance and monitoring are completed by the Developer/Owner, the County will assume any further

monitoring, as warranted. The required transfer of natural heritage blocks to the County shall not take place, following registration of the plan, until the Ecological Management Plan is implemented to the sole satisfaction of the County and the GRCA.

19. That prior to final registration of any part of the Subdivision, the Developer/Owner shall ensure that the Subject Lands are free and clear of all encumbrances related to the archaeological sites noted below. The County will consider the lands to be “free and clear” once copies of the compliant Stage 3 archaeological assessment and Stage 4 archaeological mitigation reports (as necessary) and copies of the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) compliant letters for each report are provide to the County. To this end, the following matters are to be addressed, to the sole satisfaction of the County:
 - a. The Developer/Owner shall retain an archaeologist, licensed by the MHSTCI under the provisions of the Ontario Heritage Act (R.S.O 1990, as amended or updated to the date of the execution of any Development Agreements) to complete further archaeological assessment and mitigation requirements for the Subject Lands
 - b. Eight (8) archaeological sites as identified in the Stage 1-2 archaeological assessment completed by AMICK Consultants Limited in June 2018, on behalf of the Developer/Owner retain further cultural heritage value or interest (“**CHVI**”) on the Subject Lands and require Stage 3 archaeological assessment. The eight (8) archaeological sites are: H1 (AhHb-237), H3 (AhHb-238), P11 (AhHb-239), P12 (AhHb-240), P20 (AhHb241), P28 (AhHb-242), P31 (AhHb-243), and P33 (AhHb-244)
 - c. Where feasible for the development, archaeological sites should be avoided and protected from development impacts. A Stage 3 avoidance and protection plan shall be prepared for applicable archaeological sites as identified during the Stage 1-2 archaeological assessment for the Subject Lands. The avoidance and protection plan will be developed in accordance with the MHSTCI’s 2011 Standards and Guidelines for Consultant Archaeologists, as amended or updated to the date of the execution of any Development Agreements.
 - d. Where avoidance and protection is not feasible, the applicable archaeological sites shall be subject to Stage 3 archaeological assessment to further evaluate CHVI. Stage 3 archaeological assessment shall be completed in accordance with the MHSTCI’s 2011 Standards and Guidelines for Consultant Archaeologists, as amended or updated to the date of the execution of any Development Agreements.
 - e. Where archaeological sites subject to Stage 3 assessment continue to retain CHVI and require Stage 4 mitigation of development impacts, the Developer/Owner shall first consider avoidance and protection of the archaeological site. A Stage 4 avoidance and protection plan shall be prepared for applicable archaeological sites as defined during Stage 3 archaeological assessment for the Subject Lands. The avoidance and

protection plan will be developed in accordance with the MHSTCI's 2011 Standards and Guidelines for Consultant Archaeologists, as amended or updated to the date of the execution of any Development Agreements.

- f. Where Stage 4 mitigation of development impacts by avoidance and protection is not feasible, the applicable archaeological sites shall be subject to Stage 4 mitigation by excavation. Stage 4 mitigation by excavation shall be completed in accordance with the MHSTCI's 2011 Standards and Guidelines for Consultant Archaeologists, as amended or updated to the date of the execution of any Development Agreements.
 - g. No demolition, construction, grading, or other soil disturbances shall take place on the subject property prior to the County receiving the relevant MHSTCI compliant letters for the eight (8) archaeological sites indicating that the MHSTCI's archaeological licensing and technical review requirements have been satisfied. However, based on the preparation of Stage 3 and/or Stage 4 avoidance and protection plans, some demolition, construction, grading, or other soil disturbances may be permitted in specific areas of the Subject Lands provided avoidance and protection buffers have been adequately identified and demarcated and applicable work is monitored, as required, by a licensed archaeologist.
 - h. Engagement with Indigenous communities interested in the Subject Lands is required in accordance with the MHSTCI's 2011 Standards and Guidelines for Consultant Archaeologists, as amended or updated to the date of the execution of any Development Agreements and their Engaging Aboriginal Communities in Archaeology: A Draft Technical Bulletin for Consultant Archaeologists in Ontario, as amended or updated to the date of the execution of any Development Agreements. At minimum, it is expected that the Six Nations of the Grand River and the Mississaugas of the Credit First Nation will be included in the archaeological engagement process. The County anticipates that other Indigenous communities may express interest in the Subject Lands and the Developer/Owner shall consider further accommodation for engagement with such groups and communities.
 - i. No site alterations or soil disturbances of the Subject Lands shall be permitted on any protected portions as identified in the Stage 3 or 4 avoidance and protection plan.
20. That no earth moving, tree removal, grubbing activities and any other site works shall be undertaken on the Subject Lands until the Developer/Owner has entered into the Development Agreements. No servicing of the Development or any other work will be permitted without the execution and registration of the Development Agreements which includes provision for security and \$5.0 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading and servicing works which are specifically permitted by a Pre-Servicing Agreement entered into with the County. In order for the Developer/Owner to undertake any interim grading and servicing works under such a Pre- Servicing Agreement, the following items

must be addressed and/or provided to the sole satisfaction of the County:

- a. Archaeological Potential Report and Assessment and proof that it has been accepted by the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries;
 - b. Detailed servicing, drainage and grading plan for the Subject Lands;
 - c. Interim stormwater control plan for the Subject Lands;
 - d. Erosion and sediment control plan for the Subject Lands;
 - e. Public Works permit;
 - f. Interim road care plan;
 - g. Haul Road Designation if materials are to be removed from the Subject Lands;
 - h. Hydrogeological and geotechnical reports;
 - i. Dust control plan;
 - j. Securities to address and implement any necessary measures noted in the above plans and reports;
 - k. Liability Insurance; and,
 - l. Ecological Management Plan.
21. That prior to any interim grading and servicing works under a Pre-Servicing Agreement under Condition 20, the Developer/Owner provides a full report on the archaeological significance of the Subject Lands in accordance with Condition 19, and the County is advised by letter from the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries that the Ministry is satisfied and has no objection to the development of the Subdivision or to its final approval for registration. Even if there is no Pre-Servicing Agreement, this requirement will also be addressed in all Development Agreements.
22. That prior to any interim grading and servicing works under a Pre-Servicing Agreement under Condition 20, the Developer/Owner provides an Ecological Management Plan to the County and evidence that the Trees Conservation Committee and/or County is satisfied. Such report must clearly establish what areas, if any, are to be protected from development, what areas are to be developed and what areas, if any, are to be reserved for new tree plantings. Even if there is no Pre-Servicing Agreement, this requirement will also be addressed in all Development Agreements.
23. That the Development Agreements shall satisfy all of the County's requirements, financial and otherwise, concerning the provisions and installation of associated municipal works both within and external to the Subject Lands and may include but not limited to securing the works to be done by an irrevocable letter of credit and payment of municipal fees, development charges, road works, street lights, underground services,

drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County.

24. That the Development Agreements shall provide that, prior to any grading or construction on the Subject Lands and the final approval for registration of all or any part of the Subdivision, the Developer/Owner shall submit and obtain approval from the County and from the GRCA of the following plans and reports:
 - a. A detailed Stormwater Management Report in accordance with the 2003 Ministry of Environment, Conservation and Parks Report entitled, "Stormwater Management Practices, Planning and Design Manual", as amended or updated to the date of the execution of any Development Agreements. The report will also address the need to convey storm waters to a proper legal drainage outlet, to the sole satisfaction of the County, in consultation with the GRCA;
 - b. The Stormwater Management Report shall include a design for the conveyance of Regional Storm flows, as determined by the 2003 Ministry of Environment, Conservation and Parks Report entitled, "Stormwater Management Practices, Planning and Design Manual", and the County's Development and Engineering Standards, both as amended or updated to the date of the execution of any Development Agreements, across Beverly Street West/Highway #5 in the vicinity of Street A. The design shall be coordinated with the County's requirements of the adjacent development and good engineering practice.
 - c. The Stormwater Management Report shall include a design for all necessary storm water management infrastructure to conform with the control targets established in the Erosion Threshold Assessment, as described in clause i below;
 - d. An erosion and siltation control plan must be prepared in accordance with the Erosion and Sediment Control Guide for Urban Construction prepared by Toronto and Region Conservation Authority, 2006 as amended or updated to the date of the execution of any Development Agreements;
 - e. Detailed lot grading and drainage plans;
 - f. An Application for Permission pursuant to the GRCA's Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, Ontario Regulation 150/06 as amended or updated to the date of the execution of any Development Agreements, if required;
 - g. The Developer/Owner shall prepare a Hydrogeological Report, to the sole satisfaction of the County and the GRCA, that contains the results of a groundwater quality and quantity monitoring program identifying the baseline conditions of water quality, quantity and groundwater levels a minimum of two years in advance of the start of construction for the Subdivision. The existing Hydrogeological Report October 2018 is to be expanded upon to include the monitoring plan and provide recommendations to the design of the proposed Subdivision so that

groundwater quality, quantity and levels are not impacted. The Developer will agree to implement those recommendations. In addition, any additional costs incurred by the County for their existing monitoring program as a result of the proposed works shall be borne by the Developer/Owner.

- h. The Developer/Owner shall prepare a Fluvial Geomorphology Report, to the sole satisfaction of the County and the GRCA, for the stream configuration and realignment along the east side of the Subject Lands. The report is to include details of the proposed channel alignment, erosion protection measures, slope stability and an Operations and Maintenance manual for long-term protection of these features.
 - i. The Developer/Owner shall prepare an Erosion Threshold Assessment, to the sole satisfaction of the County and the GRCA, the recommendations of which are to be incorporated into the stormwater management plan, to ensure the existing erosion issues in the systems the stormwater ponds outlet are not exacerbated, nor new issues created.
 - j. The Developer/Owner shall prepare an Ecological Management Plan, to the sole satisfaction of the County and the GRCA, as outlined in Condition 18, that more thoroughly demonstrates how the recommendations outlined in the Environmental Impact Studies and other supporting technical studies will be implemented. The Ecological Management Plan shall identify the opportunities to maintain, restore and improve the natural heritage system in addition to the hydrologic conditions within the wetland and watercourse features.
25. That the Development Agreements will include a requirement that the Developer/Owner shall ensure that no stockpiles of fill shall be placed or any overland drainage patterns be altered on the west, east and south sides of the Subject Lands within 30 meters of the property boundary unless otherwise approved by the County. That all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 meters in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and such areas shall be posted as being dangerous.
26. That the Development Agreements shall require that the Developer/Owner is to maintain the Subject Lands in a safe and satisfactory condition, free of debris, weeds and other such materials, until the Subdivision is fully developed and all servicing that has been installed is assumed by the County as contemplated by the Development Agreements.
27. That the Development Agreements shall provide that each offer of purchase of any or all of the Subdivision shall contain a caution to the purchaser of the following:
- a. That no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County;
 - b. That no buildings or structures, including but not limited to any dwelling, accessory structure, fence, swimming pool, shall be erected on or over

any easement required due to this Development; and

- c. That the purchaser on occasion may be subject to noise, odour and dust and other normal farm practices due to the proximity of existing agricultural operations.
28. That the Development Agreements shall require that the Developer/Owner engage the services of a qualified Landscape Architect to develop a landscaping program to meet County requirements as outlined in the Official Plan and for the landscaping of the Development, including lands within the municipal right of way, storm water management blocks, walkway blocks, trails and park blocks. Any planting materials shall be of native species in accordance with the County's Recommended Plant Species list.
 29. That the Development Agreements shall require that, prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
 30. That the Development Agreements shall include provisions so that the requirements of Bell Canada are satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a. The Owner shall agree in the Development Agreements, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for Telecommunication services. Easements may be requires subject to final servicing decisions. In the event of any conflict with the existing Bell Canada facilities or easements, the Developer/Owner shall be responsible for the relocation of such facilities or easements.
 - b. Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which telecommunication facilities are situated and one or more conduits from the room (s) in which the telecommunication facilities are located to the street line, if required.
 31. That the Development Agreements shall include provisions so that the requirements of Energy + Inc. and Hydro One are satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a. The Owner/Applicant will be required to enter into Agreements with Energy+ Inc. and Hydro One to establish the terms and conditions of electrical service, including the financial requirements for servicing the residential units in the plan.
 - b. The Owner/applicant must grant easements to the satisfaction of Energy+ Inc. and Hydro One.
 - c. The Owner/Applicant will be responsible for all costs associated with

relocation of existing electrical plant if required as a result of this development.

- d. That the County of Brant be advised by Energy+ Inc. and Hydro One that our conditions have been satisfied.
32. That the Development Agreements shall include provisions so that the requirements of the GRCA are satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed prior to final approval of the Subdivision:
- a. The Developer/Owner clearly identifies and quantifies the changes to the water budget and hydroperiod of the wetland and watercourses to demonstrate there will be no negative impacts on the hydrology and ecologic function of the wetland and watercourse.
 - b. The Developer/Owner shall develop and implement a monitoring program, to the sole satisfaction of the County and the GRCA, as part of the Ecological Management Plan. The monitoring program shall assess the efficacy of recommended mitigation measures, including restoration and enhancement efforts. The monitoring period must cover the pre-construction, during construction and post construction stages. Feature specific thresholds shall be established to determine when adaptive management actions will be implemented, should they be required, to remedy impacts to features and functions of the wetlands and watercourses.
33. That the Development Agreements shall require that, prior to registration of all or any part of the Subdivision, Canada Post is to advise the County that it is satisfied with the servicing arrangements between the Developer/Owner and the Canada Post.
34. That the Development Agreements shall require that, prior to the registration of Phase 3 of the Subdivision, confirmation in writing that the Grand Erie District School Board and the Brant Haldimand Norfolk District Catholic School Board are satisfied with the proposed school block (Block 14, Phase 3).
35. That the Development Agreements shall include language to ensure that the Developer/Owner is responsible for the decommissioning of any boreholes drilled on the Development as part of a hydrogeological investigation, or for any other subsurface investigation and for decommissioning any wells located on the Development in accordance with the requirements of the Ontario Water Resources Act and Ministry of the Environment, Conservation and Parks guidelines; and for any additional steps as may be required in order to obtain and forward to the County a certificate of a licensed Professional Engineer certifying such decommissioning has been done on the Development.
36. That the Development Agreements shall provide for the Developer/Owner's consent to the County, at the County's sole discretion, employing the services of a peer review consultant to review the Urban Design Guidelines and all reports along with all engineering drawings related to infrastructure and transportation

systems relating to the Subdivision, and possible off-site impacts related to such infrastructure and the transportation systems on the surrounding neighbourhoods. At the time of the execution of the first of the Development Agreements, the Developer/Owner shall pay any and all such peer review costs incurred by the County to that date and, in the Development Agreements, the Developer/Owner shall commit to paying all such peer review costs incurred by the County thereafter. In connection with these peer reviews, the County will provide the Developer/Owner with a schedule of peer review consultant rates and sufficient billing details for each peer review task.

37. That prior to the final registration of all or any part of the Subdivision, the Developer/Owner shall have a qualified professional engineer prepare a Noise Study to the sole satisfaction of the County. The scope of the study shall be developed in consultation with the County. To this end, the following matters are to be addressed:
 - a. That the Developer/Owner shall have a qualified engineer investigate the need for acoustical shielding along Beverly Street West/Highway #5 and Main Street South/St. George Road for existing and proposed development and the recommendations contained in the Noise Study be implemented through the Development Agreements, to the sole satisfaction of the County. Should such shielding be necessary, it shall be built to the sole satisfaction of the County at the expense of the Developer. The need for noise attenuation for new development shall only be considered as a last resort and after giving consideration to increased setbacks from noise sources and appropriate zoning adjacent to noise sources. Any noise barriers shall be located on the lands being developed and not on the municipal road allowances, and shall be maintained by the Developer/Owner and subsequent owners.
 - b. The traffic and road noise analysis in the Noise Study shall be completed using Ontario Road Noise Analysis Method for Environment and Transportation (ORNAMENT) or the STAMSON Model.
 - c. The Development Agreements shall provide that each offer of purchase of all or any part of the Subdivision shall contain a caution to the purchaser that no alteration of the acoustical shield for the property or surrounding properties, and/or building or buildings, is permitted without the express written approval of the County. Also, maintenance and replacement of any acoustical shielding shall be at the sole cost and responsibility of the landowner.
 - d. The Development Agreements shall include the following “warning clause”, as required:
 - i. Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and

the Ministry of the Environment, Conservation and Parks.

38. That the Development Agreements shall provide that, prior to any work commencing on the Subject Lands, save and except grading and servicing works permitted by a Pre-Servicing Agreement under Condition 20, the Developer/Owner must confirm that sufficient wire-line communication, telecommunication infrastructure is available within the Subject Lands to provide communication/telecommunication service for the Development. In the event that such infrastructure is not available, the Development Agreements shall require the Developer/Owner to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure.
39. That the Development Agreements shall include provisions so that the requirements of the County, in consultation with the GRCA where appropriate, have been satisfied prior to the final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a. That the Developer/Owner installs trees at a minimum of 1 tree per lot frontage and 2 trees per lot flankage, being 50mm in caliper DBH, and of a native species as listed in the County's Recommended Plant Species List, to the sole satisfaction of the County.
 - b. That the Developer/Owner be required to reconstruct all roads to the sole satisfaction of the County of Brant if installing underground services. The cost of the rehabilitation of the roads and the installation of services beyond those which are accounted for in the Development Charges Background Study will be the sole financial responsibility of the Developer/Owner.
 - c. All costs for the reconstruction urbanization, additional turn lanes, sidewalk, boulevard features, drainage features, intersection improvements, signalizations, roundabouts and/or widening of Beverly Street West/Highway #5, Main Street South/St. George Road and Hawk Street required to facilitate the development beyond those which are accounted for in the Development Charges Background Study and identified in the Transportation Impact Study dated July 2020, will be the sole financial responsibility of the Developer/Owner.
 - d. The Developer/Owner is to pay, for and install street lighting that is to be located along the proposed streets/intersections and Beverly Street West/Highway #5, as required and to the sole satisfaction of the County. The Developer/Owner will be required to regrade the frontages of the Subject Lands to ensure that a sight distance consistent with the TAC Manual, as amended or updated to the date of the execution of any Development Agreements, is provided and to allow for proper road drainage.
 - e. Relocation of any existing infrastructure, such as but not limited to, hydro poles and Bell pedestals, shall be at the sole expense of the Developer/Owner.
 - f. The Developer/Owner will be required to provide and install underground

services (including the burial of existing hydro services or new hydro services required for the development) to the sole satisfaction of the County.

- g. The Developer/Owner shall be responsible for the relocation of any streetlights along Beverly Street West/Highway #5, Hawk Street, High Street and Main Street South/St. George Road that are deemed necessary by the County due to the development of the Subject Lands.
- h. The Developer/Owner shall construct a sidewalk on Beverly Street West/Highway #5 connecting to the existing sidewalk easterly on Beverly Street West/Highway #5 at Scott Street and furthermore a connection to the existing sidewalk on Hawk Street.
- i. The Geotechnical Investigation shall encompass all of the Subject Lands and be to the sole satisfaction of the County, in consultation with the GRCA.
- j. The Hydrogeological Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, in consultation with the Ministry of the Environment, Conservation and Parks.
- k. The Developer/Owner acknowledges that the County will prepare, at the sole expense of the Developer/Owner, an update to the St. George Water Distribution System Model to determine if there is adequate water supply and pressure for fire protection and potable water to accommodate the Development.
- l. The Developer/Owner acknowledges that the County will prepare, at the sole expense of the Developer/Owner, an update to the St. George Waste Water Servicing System Model to determine if there is adequate capacity in the sanitary servicing system to accommodate the Development.
- m. The Developer/Owner will provide to the County and Operations & Maintenance Manual and 10-Year Maintenance Plan, including budgetary cost estimates following the approval of the design package for the Stormwater Management Ponds and/or LID infrastructure.
- n. The Developer/Owner shall design and construct to County standards:
 - i. All on-site and off-site storm water conveyance and Storm Water Management Facility including a legal outlet for storm water; and,
 - ii. all on-site and off-site sewage conveyance and sewage treatment facilities; and,
 - iii. all on-site and off-site water supply and conveyance system facilities; and,
 - iv. all on-site and off-site transportation facility and/or any improvements capable of servicing the Development. In the Development Agreements the Developer/Owner will agree to pay for and to post security to cover the cost of all maintenance and repairs of such facilities until the expiration of all maintenance periods provided for in the Development Agreements

Brant Safe Streets Program and the County's Development and Engineering Standards, as amended. These works will be the sole financial responsibility of the Developer/Owner.

- f. The updated study shall include an analysis of the Subdivision internal road network, including not extending Street B east of Street Q to Main Street South/St. George Road, with guidance on implementing the recommendations of the County's Transportation Master Plan (as amended or updated to the date of the execution of any Development Agreements) and any Class EAs completed in regards to the transportation network in the area of St. George.
41. That prior to the final registration of all or any part of the Subdivision, the Developer/Owner shall provide to the General Manager of Development Services or its designate, through an Ontario Land Surveyor, a written confirmation that all proposed lots, blocks and units meet the minimum lot and/or unit area and frontage requirements of the County's applicable Zoning By-Law, as amended or updated to the date of the execution of any Development Agreements.
42. That the Development Agreements shall require the Developer/Owner to deposit Mylars and digital copies of the Plan of Subdivision, to the sole satisfaction of the County. The digital copies shall be submitted in ESRI compatible format, such as shapefile or file geodatabase.
43. That prior to the final registration of all or any part of the Subdivision, the Developer/Owner's surveyor shall submit to the County horizontal coordinates of all boundary monuments for the approved Subdivision, to the sole satisfaction of the County.
44. That the Development Agreements shall include provisions for the completion and maintenance of all works in accordance with the approved plans and reports set out in this Schedule or in the conditions of draft approval for the Subdivision.
45. That the Development Agreements shall be registered by the Developer/Owner against the lands to which each applies and the Developer/Owner shall provide the County with the required notice and documentation of such registration.
46. That at any time prior to final approval of the Subdivision, the County may ask for additional information or material that the County may consider it needs.
47. That the County's Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended or updated to the date of the execution of any Development Agreements.
48. That the Development Agreements shall provide that, at any time and from time to time prior to final approval of the Subdivision and specifically at the time of registration of the Subdivision, the Developer/Owner shall provide proof to the County that the requirements of the Environmental Protection Act, as amended or updated to the date of the execution of any Development Agreements have been complied with.

49. That the Developer/Owner provides park block and/or cash in lieu of parkland dedication to the County in accordance with Section 51.1 of the Planning Act and the following:
 - a. A total of 5.597 ha is owing either in the form of land dedication (1 ha/300 units) or cash in lieu (value of 1 ha/500 units) for the maximum buildout of the Subject Lands of 1679 units.
 - b. The parkland dedication requirement shall be met as follows:
 - i. At the time of the registration of the first phase of the draft plan, the Developer/Owner shall post a letter of credit in the amount of \$250,000, being the value of .446 ha or 233 units, or such higher amount as may be required in the event that more than 233 units are included in the first phase.
 - ii. Block 36, Phase 2 (4.446ha) will be conveyed to the County no later than the registration of Phase 2 as parkland payment for a total of 1,333 units. At the time that Block 36 is conveyed to the County, the County will return the Letter of Credit to the Developer/Owner.
 - iii. For any units constructed greater than 1,333 units, cash in lieu in accordance with Section 51.1 of the Planning Act will be required to be paid at the time of the registration of the phase in which the additional units are to be constructed.
 - c. Should fewer than 1679 units be constructed, the total parkland dedication owing of 5.597 ha will be adjusted downward accordingly, and, alternatively, should the number of units exceed 1679 units, then further parkland shall be dedicated or cash in lieu shall be paid with respect to such excess units.
50. That the Developer/Owner shall install proper signage and fencing in Park Block 36, in accordance with the Development and Engineering Standards for the County and the construction, grading and sodding/seeding of the park shall be to the sole satisfaction of the County.
51. That the Developer/Owner shall design and establish the trails network, to the sole satisfaction of the County and the GRCA prior to the registration of all or any part of the Subdivision.
52. That the Development Agreements shall include provisions that the requirements of the Community and Protective Services Division of the County be satisfied prior to registration and final approval of all or any part of the Subdivision. A warning clause shall be included in the Development Agreements and the Agreements of Purchase and Sale advising the occupants of the lots adjoining the Park Block 36 of the potential conflicts due to the active park and sports field. Furthermore, no access gate shall be permitted from the lots to the Park Block 36.
53. That the Developer/Owner shall provide a Parking Plan for each phase/stage of

the Subdivision to the County for approval prior to the final registration of all or any part of the plan.

54. That the Subject Lands be appropriately zoned for their intended use prior to final approval of the Draft Plan.
55. That prior to final approval and registration of all or any part of the Subdivision, the Developer/Owner shall communicate by sending a copy of the Draft Plan of Subdivision along with correspondence inviting the Elected Council of the Six Nations of the Grand (hereinafter "**Elected Council**") to meet with representatives of the Developer/Owner to review and discuss the Draft Plan. Such correspondence is to be sent by registered mail to the Elected Council. For certainty, this draft plan condition shall be deemed satisfied upon the Developer/Owner providing a copy of this correspondence to the County along with details of the discussion with the Elected Council and the steps taken by Developer/Owner to address concerns raised, if any, by the Elected Council; or, alternatively after the period of 60 days has passed from the date of sending such correspondence and no reply has been received by the Developer/Owner.
56. That prior to final approval of all or any part of the Subdivision, the Developer/Owner shall enter into one or more cost sharing or similar agreements with other developers of abutting lands or other development lands in close proximity, known as the "**Land Owners Group**" to ensure the provision of, or funding for the community and common facilities (such as, without limitation, municipal services and public roads) as required by the County and also with regard to any other cost sharing obligations reflected within these conditions. An executed copy of such agreement shall be provided to the County. It is understood and acknowledged by the Developer / Owner that the County shall retain the absolute discretion to determine the specifications required for the construction of all community and common facilities that will be subject to such agreement. The Developer/Owner acknowledges and agrees that the County shall not be obligated, required or demanded to release the Subdivision or any phase thereof until the Developer/Owner has obtained and provided a certificate confirming that it has entered into such cost sharing agreements or made alternative arrangements and satisfied any obligations outlined in the cost sharing agreements to the satisfaction of the escrow agent or Trustee of the Land Owners Group.
57. At least 90 days prior to final approval of all or any part of the Subdivision, the County of Brant is to be advised in writing by the Developer/Owner, as to the manner by which Conditions 1 through 56 have been satisfied.
58. Pursuant to Section 51(32) of the Planning Act, draft plan approval, together with all conditions, shall lapse three (3) years from the date of the granting of original draft plan approval by the Local Planning Appeal Tribunal, should final approval not be given. For any subsequent phases, draft approval shall lapse if final approval is not given within three (3) years of the registration of the immediately previous phase.
59. The Developer/Owner agrees to notify the County at least six (6) months in

advance of the lapse date for any phase of the Subdivision of its intention with respect to seeking an extension of the applicable approval. This condition will be diligently reviewed by the County should the Developer/Owner intends to extend the lapsing date.

60. That prior to the final approval of the Subdivision, the Developer/Owner may apply for a Conditional Building Permit to allow for a maximum of five (5) Model Homes and/or a temporary sales trailer to be constructed on the Subject Lands, subject to the requirements of a Building Permit application and the execution of the County's agreement as to establishment of such model homes.

NOTES TO DRAFT PLAN APPROVAL:

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

Appendix A

Legal Description of the Subject Lands

Firstly:

Pt Lts 7&8, Con 2, South Dumfries; Pt Lts 20, 21 & 22, Blk J, PI 81; Pt Lts 1&2, Blk O. PI 81; Pt Lt 2, Blk N, PI 81, Pts 1-6 , 2R-4095 & Pt 1 2R-1584; Subject to A164177; Subject to A75872; Subject to A241293 and A3936; Township of South Dumfries;

Being all of PIN 32036-0109 (LT)

Secondly:

Pt Lt 7, Con 2, Township of South Dumfries, Pt 2 on 2R-5813;

Being all of PIN 32036-0371 (LT)

Thirdly:

Pt Lt 7, Con 2, Township of South Dumfries, Pts 2 & 3 on 2R – 5580;

Being all of PIN 32036-0406 (LT)

Fourthly:

Pt Lt 7 & 8, Con 2, South Dumfries; being Pts 1 & 2 on 2R-4418 less Pts 1,2 & 3 on 2R-5290; less Pts 1,2&3 on 2R – 5387 and less Pt 1 on 2R – 6136;

Being all of PIN 32036-0409 (LT)