

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



ISSUE DATE: February 19, 2020

CASE NO(S):

PL171429

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. 110-01) - Neglect of the County of Brant to make a decision Agriculture Restrictive (AR)
Existing Zoning:	Residential Multiple Second Density Zone (R5)
Proposed Zoning:	To permit low and medium density residential uses and to increase the amount of land subject to restrictive environmental protective zoning
Purpose:	Pt of lot 31 & 32, Pt of Gore Tract, Pt of Lot 9.
Property Address/Description:	County of Brant
Municipality:	ZBA 20/09/SS
Municipality File No.:	PL171429
OMB Case No.:	PL171429
OMB File No.:	PL171429
OMB Case Name:	Losani Homes (1998) Ltd. v. Brant (County)

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. 110-01) - Neglect of County of Brant to make a decision Agriculture Restrictive (AR)
Existing Zoning:	Residential Multiple Second Density Zone (R5)
Proposed Zoning:	To permit low and medium density residential uses and to increase the amount of land subject to restrictive
Purpose:	

Property Address/Description: environmental protective zoning
Pt of lot 31 & 32, Conc.1 Pt of Lot 2 Block
32
Municipality: County of Brant
Municipality File No.: ZBA 16/09/SS
OMB Case No.: PL171429
OMB File No.: PL180125

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 low and medium density
residential uses by means of a plan of
subdivision
Property Address/Description: Pt of lot 31 & 32, Pt of Gore Tract, Pt of Lot
9.
Municipality: County of Brant
Municipality File No.: PS1/10/SS
OMB Case No.: PL171429
OMB File No.: PL171430

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 low and medium density
residential uses by means of a plan of
subdivision
Property Address/Description: Pt of lot 31 & 32, Conc.1 Pt of Lot 2 Block 32
Municipality: County of Brant
Municipality File No.: PS2/10/SS
OMB Case No.: PL171429
OMB File No.: PL180126

Heard: January 6, 2020 by telephone conference call

APPEARANCES:**Parties****Counsel**

Losani Homes (1998) Ltd.

D. Baker

County of Brant

J. Zuidema

**MEMORANDUM OF ORAL DECISION DELIVERED BY M.A. SILLS ON
JANUARY 6, 2020 AND ORDER OF THE TRIBUNAL**

[1] This was a Settlement hearing in the matter of appeals by Losani Homes (1998) Ltd. (“Losani Homes”) from the failure of the County of Brant (the “County”) to make a decision on an application for a zoning by-law amendment (“ZBA”) and a Draft Plan of Subdivision (the “Draft Plan”) for the lands legally described as Part of Lot 31 and 32, Concession 1, Gore, Town of Paris, County of Brant (the “subject property/lands”).

[2] The subject lands are located within the central portion of the Town of Paris and comprise an area of approximately 31.71 hectares (“ha”). These lands consist of designated undeveloped lands and natural environmental areas. The Nith River and associated wooded/natural areas border the subject lands to the north and west; the Lion’s Park, a destination park, is located to the east and the lands to the south maintains a residential subdivision and the Victoria Park. The downtown area of the Town of Paris is located across the Nith River to the east.

[3] The original applications were filed in November 2009. Since that time, the ownership of the property has changed, with Losani Homes acquiring the property in 2015. Losani Homes and the County have participated in many discussions, which have led to the conveyance of the natural areas of the property from Losani Homes to the County in exchange for lands for the Stormwater Management Pond. This is recognized as a significant outcome as it secures the ownership of 40.46 ha of natural area, known as Barker’s Bush, to the County. Barker’s Bush is home to significant trails and is a key recreational feature of the County.

[4] The Draft Plan proposes to develop the subject lands with a maximum of 564 dwelling units, inclusive of 282 single detached homes, 70 townhouse dwellings, and 212 multiple dwelling units. The development proposal also provides for a park block, two stormwater management blocks, one open space block, six walkway blocks and four future development blocks.

[5] The purpose and effect of the proposed ZBA is to change the zoning of the subject lands from Agricultural Zone (A) to Holding Provision Special Exemption Residential Singles Zone (h-R1-42); Holding Provision Special Exemption Residential Multiple Low Density Zone (h-R2-37); Holding Provision Special Exemption Residential Multiple Low Density Zone (h-RM1-35); Holding Provision Special Exemption Residential Multiple High Density Zone (h-RM3-20); Open Space Zone (OS1); Recreational Facilities Zone (OS2); and, Natural Heritage Zone (NH).

[6] David Aston provided Affidavit and *viva voce* evidence to support the proposed Draft Plan and ZBA. Mr. Aston is a registered professional planner and a Full Member of the Canadian Institute of Planners and the Ontario Professional Planners Institute.

[7] Overall, it is Mr. Aston's professional opinion that the proposed Draft Plan and ZBA are consistent with the Provincial Policy Statement (the "PPS") and conform to the A Place To Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (the "GP") and the County of Brant Official Plan (the "COP").

[8] The subject lands are located within a Designated Greenfields Areas ("DGA"). The GP identifies that new development in a DGA will be planned, designated and zoned in a manner that supports the development of complete communities and active transportation, and encourage the integration and sustained viability of transit services.

[9] The PPS directs that Settlement Areas are to be the focus of growth. The subject lands are designated Primary Settlement Area by the COP. The Town of Paris is a prime area for new urban development, redevelopment and intensification, and is

one of the Primary Urban Settlement Areas in which the greatest concentration of development (infrastructure systems and community facilities and services) exists and/or is planned for the future.

[10] Mr. Aston opined that the proposed development is consistent with the development of complete communities. The proposed development will provide for efficient development in a compact urban form and feature a mix of residential housing types. The proposal includes a mix of land uses and housing options which will contribute to the social equity and quality of life of residents and provide economic benefit to the merchants of downtown Paris as the residents of the proposed development will be within walking distance of the downtown.

[11] The COP designates the subject lands Urban Residential and Natural Heritage System. The predominant use of land in the Urban Residential designation shall be for a variety of residential building types, inclusive of low, medium and high density residential uses subject to specified criteria. The proposal contemplates low and medium density urban residential development and is in keeping with the intent of the Paris Settlement Area and the Urban Residential designation. The proposed development supports a complete community with the provision of a range and mix housing forms.

[12] The subject lands are designated Natural Heritage due to the proximity to the Grand and Nith Rivers and their watersheds and associated natural features. The COP provides Natural Heritage objectives. The objective of this land use designation is to respect, protect, maintain, enhance and restore the County's natural heritage features, areas and systems. The Proposed Draft Plan and ZBA provide for the protection of the Natural Heritage System. Development is limited to lands above the Grand River Conservation Authority flood line and within the established slope stability limits; no development is proposed adjacent to the Nith River. The majority of the natural areas, which represents approximately 60 per cent of the subject lands, have been conveyed to the County.

[13] The COP addresses the County infrastructure systems, including water, wastewater, stormwater, transportation, waste and other utilities. Full water and wastewater servicing is planned for the subject lands and capacity is available in existing systems. The proposed transportation network includes a local road system with connection to the broader system through existing connections and a new connection (Street "C"). Detailed designs and plans will be required as conditions of Draft Plan approval and the Subdivision Agreement will include the necessary securities and maintenance requirements.

[14] The subject lands are zoned Agricultural (AR) and Natural Heritage (NH) in the COP. The proposed ZBA is necessary because the existing zoning does not permit the proposed residential or recreation uses.

[15] Section 51 (24) of the *Planning Act*, R.S.O.1990, c. P. 13, as amended, (the "Act") sets out various criteria which are to be regarded when an application for Draft Plan Approval is considered. The proposed development has appropriate regard to the matters of Provincial interest as outlined in s. 2 of the Act.

[16] The proposal provides for the development of the subject lands in a form which is contemplated by the OP. The development proposal is consistent with the surrounding development, is not premature, and is in the public interest.

[17] The proposed subdivision connects to existing road allowances and establishes a new road connection to integrate with the neighbourhood. All proposed roads will meet the County's urban road standards. There are no adjacent plans of subdivision that require consideration.

[18] The subject lands are suitable to be subdivided. The topography of the development area is generally flat, and the proposed development will not negatively impact any significant environmental features as the areas of ecological significance will be preserved in their natural state. All of the proposed residential development is within

areas identified as appropriate for development and no development will take place within natural features or setback areas. The dimensions and shapes of the proposed lots and blocks are appropriate for the intended use. There is adequate school accommodation available in the vicinity of the subject lands.

[19] The location of the stormwater management pond and outlet have been subject to functional review and field assessment by the County and the Grand River Conservation Authority (“GRCA”). Drainage infrastructure and the stormwater management pond will be incorporated into the detailed design and is subject to the satisfaction of the County and the GRCA.

[20] The nature and location of the compact urban form being proposed will facilitate energy conservation. The road network will facilitate efficient movement of all vehicles, including municipal and emergency services vehicles.

[21] Mr. Ashton confirmed that he has reviewed the Conditions of Draft Plan Approval and in his opinion, they are appropriate for the nature of the development and provide for necessary detailed plans and agreements for the development of the subject lands.

[22] In his opinion, the proposed Draft Plan and ZBA are appropriate for approval.

[23] Both counsel for the Applicant and the Municipality commented positively about the spirit of cooperation and the commitment to a resolve that ultimately resulted in a settlement having been reached by the parties. Ms. Zuidema emphasized the importance of the preservation of the natural areas to the County and the area residents, and in that respect, the conveyance of the nature areas of the lands to the public domain is viewed as a momentous accomplishment.

ANALYSIS AND FINDINGS

[24] The Tribunal accepts and adopts the uncontested planning evidence of Mr. Aston to find that the development proposal warrants approval.

[25] The Tribunal finds that the development proposal is consistent with the relevant policy directions established in the PPS, and conforms with the planning directives and objectives of the GP and the COP. The Draft Plan meets the relevant criteria established in the s. 51 (24), and the Conditions of Draft Plan are appropriate. The proposed ZBA effectively facilitates the implementation of the Draft Plan and is appropriate.

[26] The Tribunal is satisfied that the development of the subject lands in the manner being proposed has appropriate regard for matters of provincial interest, is in the public interest, and is consistent with the principles of good land use planning.

ORDER

[27] The Tribunal orders that the appeal is allowed in part and Zoning By-law No. 61-16, as amended, of the County of Brant is hereby amended in the manner set out in Attachments 1 and 2 to this Order. The Tribunal authorizes the municipal clerk to assign a number to this by-law for record keeping purposes.

[28] The Tribunal orders that the appeal is allowed in part and the Draft Plan of Subdivision as set out in Attachment 3 to this Order is approved subject to the fulfillment of the Conditions of Draft Plan Approval set out in Attachment 4 to this Order.

[29] Pursuant to subsection 51(56.1) of the Act, the County of Brant shall have the authority to clear the conditions of draft plan approval and to administer final approval of the Plan of Subdivision for the purposes of s. 51(58) of the Act. In the event there are

difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

“M.A. Sills”

M.A. SILLS
VICE-CHAIR

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Local Planning Appeal Tribunal

A constituent tribunal of Tribunals Ontario - Environment and Land Division
Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

BY-LAW NUMBER xxx-19

-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 (Losani Homes, Nith Peninsula)

WHEREAS an application was received from MHBC Planning, on behalf of Losani Homes, Owners of Con 1 Pt Lot 31 Pt Lot 32, Plan 492 Block 32 Pt Lot 2 REG, South Dumfries Part Gore Lots 31 and 32, Plan 492 Block 33 Pt Lot 9, former Town of Paris, to amend Zoning By-law 61-16 to change the current Zoning from Agricultural Zone (A) to Holding Provision Special Exception Residential Singles Zone (h-R1-42), Holding Provision Special Exception Residential Singles and Semis (h-R2-37), Holding Provision Special Exception Residential Multiple Low Density Zone (h-RM1-35), Holding Provision Special Exception Residential Multiple High Density Zone (h-RM3-20), Open Space Zone (OS1), Recreational Facilities Zone (OS2) and Natural Heritage Zone (NH) to allow for 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 the future development and use of the lands described above;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** Schedule 'A', Key Maps 40, 40B, 41B, 54, 55A of By-law Number 61-16 are hereby amended by changing the zoning on the subject lands from Agricultural Zone (A) to Holding Provision Special Exception Residential Singles Zone (h-R1-42), Holding Provision Special Exception Residential Singles and Semis Zone (h-R2-37), Holding Provision Special Exception Residential Multiple Low Density Zone (h-RM1-35), Holding Provision Special Exception Residential Multiple High Density Zone (h-RM3-20), Open Space Zone (OS1), Recreational Facilities Zone (OS2) and Natural Heritage Zone (NH), to allow a residential plan of subdivision, as shown on Schedule "A" of this by-law.

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

R1-42

Notwithstanding any provisions of this By-law to the contrary, within any area zoned R1-42 on Schedule “A” hereto, the following site specific zone provisions shall apply:

<i>Lot Area (Minimum):</i>	330 m ²
<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 6.0m to the <i>front 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 (Maximum):</i>	55%
<i>Landscaped Open Space (Minimum):</i>	25%
<i>Height (Maximum):</i>	12.0 metres
<i>Exterior Side Yard (Minimum):</i>	2.4 metres

All other requirements of the By-Law shall apply.

3. **THAT** Section 8.4 Special Exceptions R2 Zone is hereby amended by adding the following:

R2-37

Notwithstanding any provisions of this By-law to the contrary, within any area zoned R2-37 on Schedule “A” hereto, the following site specific zone provisions shall apply:

<i>Lot Area (Minimum):</i>	440 m ²
<i>Lot Frontage (Minimum):</i>	13.0m

<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 6.0m to the <i>front 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 (Maximum):</i>	55%
<i>Landscaped Open Space (Minimum):</i>	25%
<i>Height (Maximum):</i>	12.0 metres
<i>Exterior Side Yard (Minimum):</i>	2.4 metres
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:

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM1-35 on Schedule "A" hereto, the following site-specific zone provisions shall apply:

RM1-35

<i>Lot Area (Minimum):</i>	<i>Single Detached Dwelling:</i> 330.0 m ²
	<i>Semi Detached Dwelling:</i> 550.0m ²
	<i>Semi Detached Dwelling Unit:</i> 225.0 m ²
	<i>Street Fronting Rowhouse:</i> 150.0 m ²
<i>Lot Frontage (Minimum):</i>	<i>Semi-Detached Dwelling:</i> 15.0m
	<i>Semi-Detached Dwelling Unit:</i> 7.5m
	<i>Street Fronting Rowhouse:</i> 6.0m

Street Setback (Minimum) 4.5 metres, provided no part of the structure used as a garage is closer than 6.0m to the front lot line.

Interior Side Yard Setback (Minimum): *Single Detached and Semi- Detached Dwellings:* 1.2 metres on one side and 0.6 metres on the other. A minimum of 1.8 metres must be maintained between structures.

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

Exterior Side Yard (Minimum): 2.4 metres

Lot Coverage Dwelling (Maximum): 50%

Lot Coverage Overall (Maximum): 55%, additional 5% for accessory structures only.

Block Size (Maximum): *Street Fronting Rowhouse: 8 units*

Landscaped Open Space (Minimum): 25%

Visitor Parking Rate 0.25 spaces per unit

All other requirements of the By-Law shall apply.

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

RM3-20

Notwithstanding any provisions of this By-law to the contrary, within any area zoned RM3-20 on Schedule 'A' hereto, the following site specific zone provisions shall apply:

Lot Area (Minimum): *Street Fronting Rowhouse: 150.0 m²*

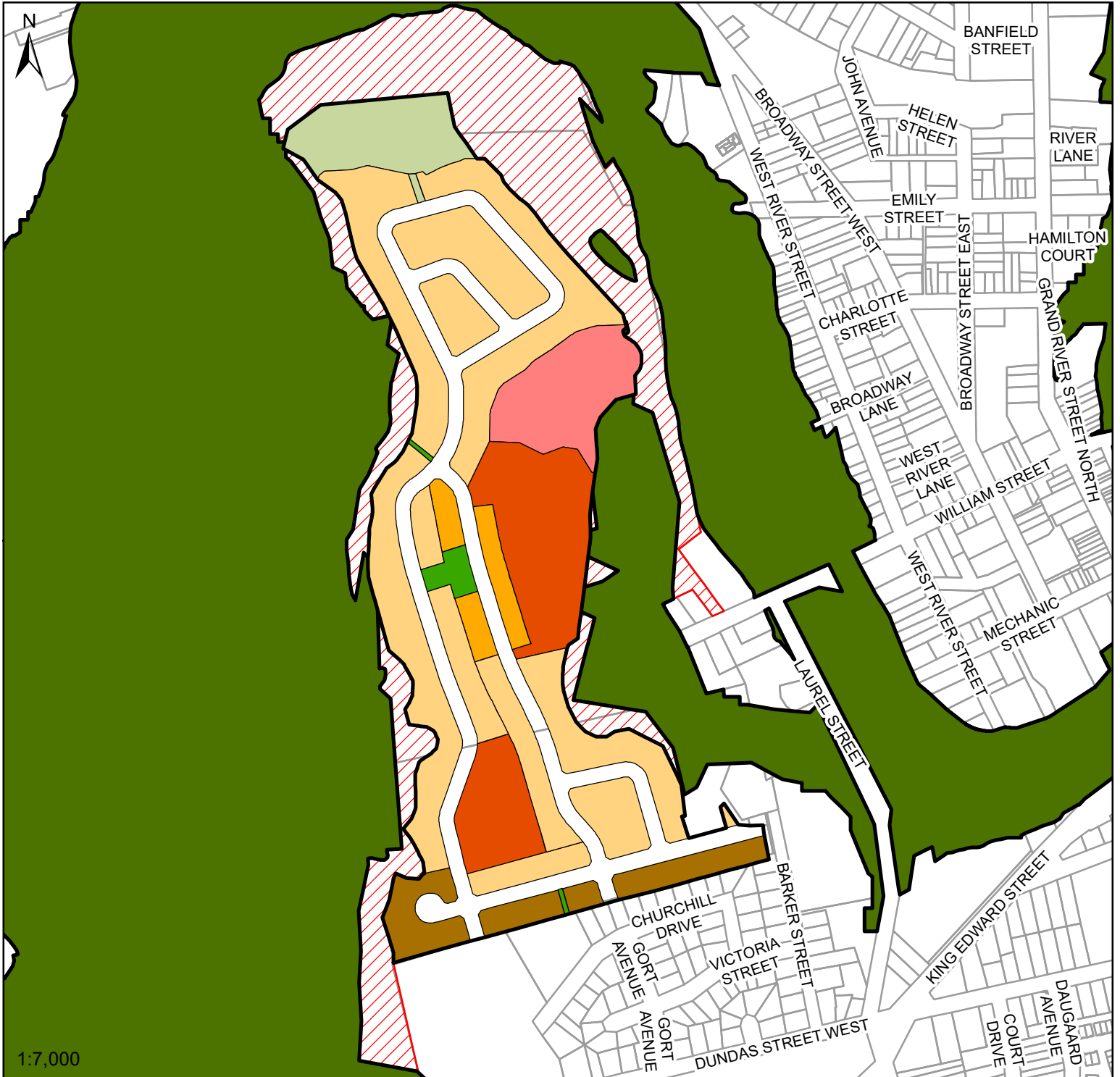
Rowhouse: 150.0 m²

Stacked Townhouse: 135.0 m²

	Back-to-back townhouse: 80.0 m ² per unit
<i>Lot Frontage (Minimum):</i>	<i>Street Fronting Rowhouse:</i> 6.0 m Rowhouse: 5.49 m <i>Stacked Townhouse:</i> 5.49 m Back-to-back Townhouse: 5.49 m
<i>Street Setback (Minimum)</i>	4.5 metres, provided no part of the structure used as a garage is closer than 6.0m to the front lot line.
<i>Interior Side Yard Setback (Minimum):</i>	1.2 metres, and 0 metres to a common interior wall.
<i>Rear Yard (Minimum):</i>	Back-to-back Townhouse: 0 m
<i>Exterior Side Yard (Minimum):</i>	2.4 metres
<i>Lot Coverage (Maximum):</i>	60%
<i>Block Size (Maximum):</i>	8 units, 16 units for back-to-back townhouse dwellings
<i>Landscaped Open Space (Minimum):</i>	25%
<i>Visitor Parking Rate</i>	0.25 spaces per unit

All other requirements of the By-Law shall apply.

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



ZBA16-09 & ZBA20-09-RA ZBL61-16

- from A to OS2
- from A to R1-42
- from A to RM1-35
- from A to R2-37
- from A to RM3-20
- from A to OS1
- from A to NH
- from NH to A
- Natural Heritage

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

Legal Description
PART OF LOT 2, BLOCK 32 and
PART OF LOT 9, BLOCK 33, REGISTERED PLAN 492 and
PART OF LOTS 31 & 32, CONCESSION 1 and
PART OF THE GORE, FRONTING LOTS 2 & 32, CONCESSION 1
GEOGRAPHIC TOWNSHIP OF DUMFRIES
COUNTY OF BRANT

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

DATE: _____
Losani Homes
(NR Peninsula)

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: _____
Bruce MacLeod, O.L.S.
A.T. McLaren Limited

Key Plan

Subject Site

SCALE: NTS

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, Employment, Commercial, Park, Stormwater Management, Open Space	F. As Shown	H. Municipal Water Supply
E. As Shown	G. As Shown	I. Loam
J. As Shown	K. All Services As Required	L. As Shown

Area Schedule

Description	PHASE 1			PHASE 2		
	Lots/Bkls	Area	Units	Lots/Bkls	Area	Units
Residential (Singles/Semis)	1-16	6,773	137	1-6	2,332	43
Street Townhouses	17	0,322	16	7-10	1,060	54
Multiple Residential	18	1,472	73	11	3,098	139
Storm Water Mgmt	19,20	2,048				
Park			12	0,302		
Open Space						
Walkway	21-23	0,086		13-15	0,070	
Future Development	24-25	0,098				
0.3m Reserve	26-29	0,004		16,17	0,002	
Roads		2,773			1,231	
TOTAL	29	13,576	226	17	8,095	236

Description	PHASE 3			TOTAL		
	Lots/Bkls	Area	Units	Lots/Bkls	Area	Units
Residential (Singles/Semis)	1-10	5,511	102	32	14,616	282
Street Townhouses				5	1,382	70
Multiple Residential				2	4,570	212
Storm Water Mgmt				2	2,048	
Park				1	0,302	
Open Space	11	2,289		1	2,289	
Walkway				6	0,156	
Future Development	12	0,411		3	0,509	
0.3m Reserve				6	0,006	
Roads		1,829			5,833	
TOTAL	12	10,040	102	58	31,711	564

Legend

- GRCA Floodline
- Dripline - Surveyed and Estimated (Ecoplans)
- Staked Top of Bank (LVM, August 2010)
- Total Setback from Top of Bank/Development Setback (LVM, August 2010)

Notes

- Survey Boundary Information prepared by A.T. McLaren Limited, August 2018
- Staked Top of Bank and Total Setback from Top of Bank (Development Setback) prepared for Slope Stability Study, Kumatycky Property, Geotechnical Engineering Report (LVM, Oct. 5, 2010)

Revision	Date	Issued / Revision	By
11	July 10, 2019	Staked Top of Bank information updated; Remove Street C extension lands from Draft Plan. Add proposed path connection between the ex. footbridge and Phase 1 SWM Block	CAC
10	Mar. 11, 2019	Full development block added and removal of walkway in Phase 3. CAC Remove roundabout and move walkway in Phase 2. Revise lot widths in Phase 1. Add Street C extension lands to Draft Plan	CAC
9	Feb. 7, 2019	Block areas updated based on addition of Roundabout and relocation of Walkway in Phase 3	CAC
8	Dec. 18, 2018	Modified Roundabout	JB
7	Dec. 13, 2018	Gort Ave and Street C realigned with Roundabout intersection; Walkway in Phase 3 located to the north	CAC
6	Nov. 21, 2018	Additional SWM block added to Phase 1	CAC
5	Sept. 5, 2018	Property boundary adjustment based on new survey information	CAC
4	Aug. 21, 2018	Reduce phasing from six to three phases	CAC
3	Oct. 31, 2017	Update alignment of streets in Phases 1-4, adjust block sizes in Phases 1-5	JB
2	Oct. 11, 2017	Update phasing; update configuration of streets and lots in Phase 4; update area schedule	JB
1	Sept. 28, 2017	Apply retire revisions as of September 11, 2017	JB

PLANNING URBAN DESIGN & LANDSCAPE ARCHITECTURE
200-540 KINGSEMAN CENTRE DR. KITCHENER, ON. N2B 3N9 | P: 519-576-3650 F: 519-576-0121 | WWW.MHBCPLAN.COM

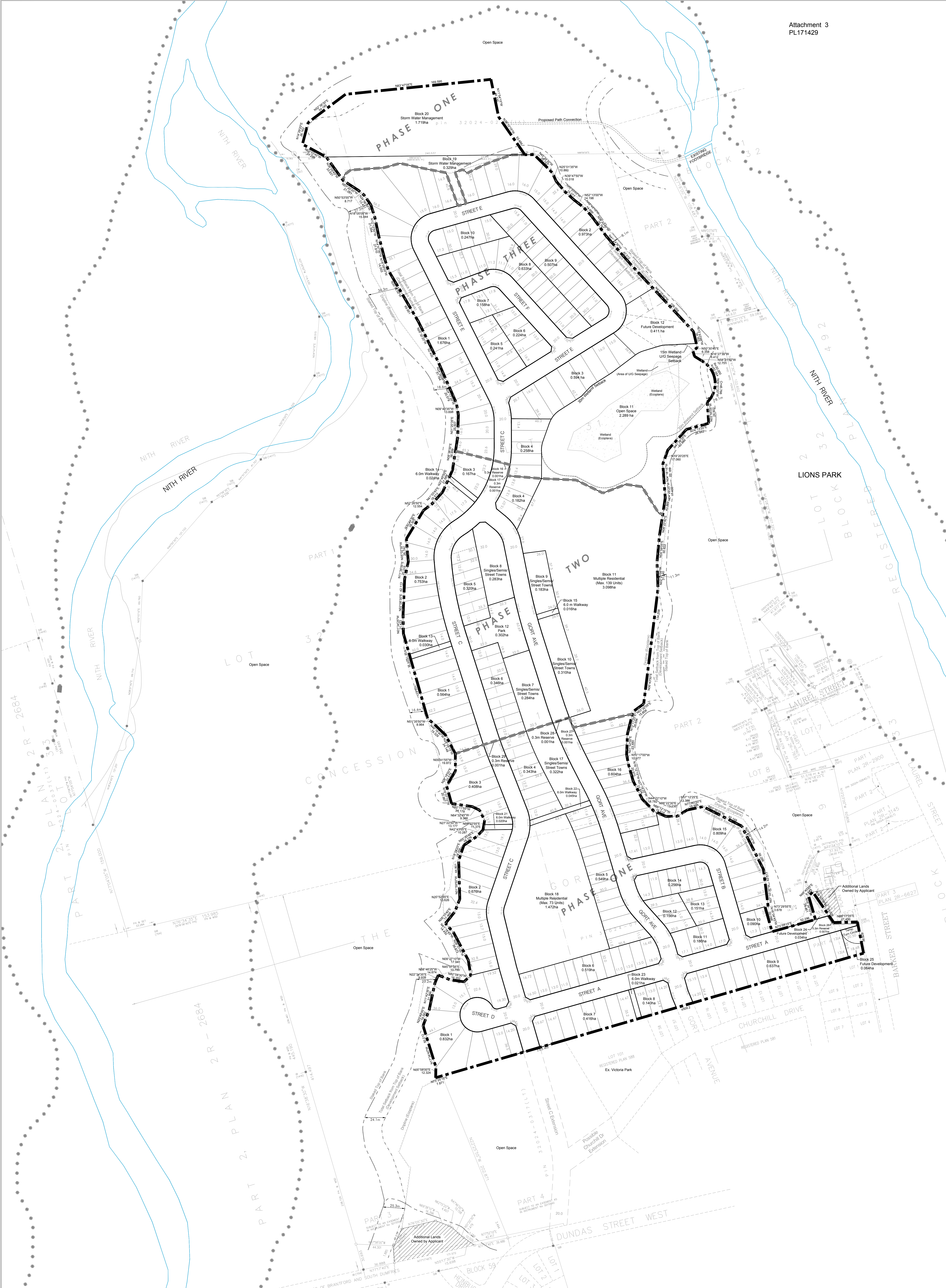
Stamp	Date
	July 10, 2019
File No.	14198F
Plan Scale	1:1,500 (40x36)
Drawn By	CAC/JB
Checked By	DA

Project: Nith Peninsula - Paris

LOSANI HOMES

File Name: DRAFT PLAN OF SUBDIVISION
Dwg No.: 1 of 1

Scale Bar



SCHEDULE "B"

To

COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL PLAN OF SUBDIVISION FILE: PS-1-10 and PS-2-10 – LOSANI HOMES (PARIS) LIMITED (NITH PENINSULA)

Please note in these conditions of draft approval any reference to Owner, Developer or Applicant shall be interpreted as referring to Losani Homes (Paris) Limited.

The conditions of draft approval for the Subdivision require that the Developer enter into a Subdivision Agreement or Development Agreement that is satisfactory to the County in connection with the Subdivision 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 the residential 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 Developer register, to the satisfaction of the County solicitor, a section 118 restriction under the Land Titles Act agreeing not to transfer and/or change all or any part of the Subject Lands without the written consent of the County.

The conditions of draft approval for the Subdivision require that the matters and things set out in this Schedule "B" be addressed to the satisfaction of the County in one or more of the Pre-Servicing Agreement and Subdivision Agreement (together referred to as the "Development Agreements") as may be applicable to the context.

That Draft Plan of Subdivision File PS1/10 and PS2/10, from MHBC Planning, agent for Losani Homes (Paris) Ltd., applicant of Concession 1 Part Lot 31 Part Lot 32 Plan 492 Block 32 Part Lot 2, and South Dumfries Pt Gore Lots 31 and 32 Plan 492 Block 33 Pt Lot 9 Former Town of Paris, County of Brant, to permit the development of the site as a plan of subdivision including a maximum of 282 single detached dwellings, 70 townhouse dwellings, 212 multiple dwellings (564 dwelling units total), one (1) park block, two (2) stormwater management blocks, one (1) open space block, six (6) walkway blocks, and four (4) future development blocks be approved, subject to the following conditions of approval:

1. That at the time of registration, the Developer conveys Block 12, Phase 2 (park); Block 19 and 20, Phase 1 (stormwater management), Block 11, Phase 3 (open space), Blocks 21-23, Phase 1 (walkway); Blocks 13-15, Phase 2 (walkway); Blocks 26-29, Phase 1 (0.3 meter reserve); Block 16, 17, Phase 2 (0.3 meter reserve);
2. That prior to registration of any phase of the Plan, the Plan of Subdivision include any additional 0.3 meter reserves along the daylight triangles and the flankages, as required, of all applicable Blocks, to the satisfaction of the County.

3. That prior to registration of any phase of the Plan, the Developer/Owner shall demonstrate the Land Exchange Agreement between the County and Losani Homes (Paris) Ltd. has been completed and all matters of the Agreement have been addressed, to the satisfaction of the County.
4. That the Subdivision Agreement shall not be registered until all external infrastructure and services required for all or any phase of the Development are in place including but not limited to road improvements; municipal infrastructure including water supply, treatment and conveyance; sewage treatment and waste water conveyance infrastructure including sanitary service laterals for Lions Park; storm water conveyance and legal outlets. For the purpose of this condition, services being in place means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the plan.
5. The “h” holding zone shall not be removed and no building permits shall be issued until all external infrastructure and services required for all or part of the Development are in place including but not limited to road improvements; municipal infrastructure including water supply, treatment and conveyance; storm water conveyance and legal outlets and sewage treatment and waste water conveyance infrastructure. For the purpose of this condition, services being in place mean that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Development.
6. The removal of the “h” zoning provision from the Subject Lands and/or the registration of the Subdivision shall be to the satisfaction of the County, including all of the zoning regulations associated with the proposed zones.
7. Prior to final approval, the Developer/Owner shall provide a phasing plan to the satisfaction of the County.
8. 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 any stage/phase of the Development may proceed when the County is satisfied that all of the external infrastructure/services for that stage/phase are in place, which means that the infrastructure, including but not limited to the construction and completion of Street “C” Extension exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Development. Street “C” Extension is described as the westerly most street extension from the subject lands through the County owned lands, described as Part Gore Fronting Lots 31 & 32, located on Dundas Street West, north of the Paris Cemetery and east of Victoria Park.
9. Prior to registration of phase 2 of the Plan, the County will take reasonable steps to determine in its sole discretion, to either convey County Lands to the Developer/Owner for the purposes of the construction of Street “C” Extension

from the subject lands to Dundas Street West, as described in Condition 8, or initiate a Municipal Class Environmental Assessment for the same prior to the registration of phase 2 of the Plan. Should County lands be conveyed to the Developer/Owner for the purposes of the construction of Street "C" Extension, a red-line revision to the Plan shall be required to be made by the Developer/Owner.

10. 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 County that there are no appeals of the draft approval of the Subdivision, the Developer/Owner shall negotiate with the County in the Subdivision Agreements financing arrangements which are satisfactory to the County and under which all costs associated with the design and construction of any required infrastructure are to be paid for by the Developer/Owner, and to the satisfaction of the County.
11. The Subdivision Agreements shall include provisions that all easements and blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Developer/Owner to the County and/or other appropriate authorities at no cost to the County and free and clear of all encumbrances.
12. Prior to registration of phase 1 of the Plan, the Developer/Owner shall demonstrate the ownership of the lands necessary to provide a 20m ROW on Street A at the approach to Barker Street has been obtained, to the satisfaction of the County.
13. 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 their property at such time as requested by the County.
14. That the road allowances, road widening and daylighting triangles indicated in the draft plan of subdivision be dedicated as public highway at no cost to the County, shall be constructed to the satisfaction of the County and free and clear of all encumbrances.
15. That the proposed streets be named to the satisfaction of the County and that 75% of the names shall be selected from the list of names of War Veterans.
16. That 10% of the total number of lots/units proposed in the draft plan shall be graded to meet the accessibility standards of the Ontario Building Code and Accessibility for Ontarians with Disabilities Act (AODA), as amended.
17. That the Developer/Owner prepares and submits detailed Urban Design Guidelines for all or part of the proposed development outlining the urban design principles for the subdivision prior to the final approval, to the satisfaction of the County.

18. 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 a Site Alteration Agreement or the Subdivision Agreements. No servicing of the Development or any other work will be permitted without the execution and registration of the Site Alteration Agreement or the Subdivision Agreements which includes provision for security and \$5.0 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading and servicing works which are specifically permitted by a Site Alteration Agreement or a Pre-Servicing Agreement 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 satisfaction of the County:
 - a) Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
 - b) Detailed servicing, drainage and grading plan for the Subject Lands;
 - c) Interim stormwater control plan for the Subject Lands;
 - d) Erosion and sediment control plan for the Subject Lands;
 - e) Public Works permit;
 - f) Interim road care plan;
 - g) 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;
 - l) Tree Inventory and Preservation Report; and,
 - m) Additional items included in the County of Brant Site Alteration By-Law.
19. That, prior to any interim grading and servicing works under a Site Alteration Agreement or a Pre-Servicing Agreement under Condition 18, the Developer/Owner provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ontario Ministry of Tourism, Culture and Sport that the Ministry is satisfied and has no objection to the Development of the plan of subdivision or to its final approval for registration. Even if there is no Site Alteration Agreement or Pre-Servicing

Agreement under Condition 18, this requirement will also be addressed in the Subdivision Agreements.

20. Prior to any interim grading and servicing works under a Site Alteration Agreement or a Pre-Servicing Agreement under Condition 18, the Developer/Owner provides a Tree Inventory and Preservation Report to the County and evidence that the Trees Conservation Committee and/or Forester for the County is satisfied. Such comments must clearly establish what areas, if any, are to be protected from development, what areas are to be developed and what areas, if any, are to be reserved for new tree plantings. Even if there is no Site Alteration Agreement or Pre-Servicing Agreement under Condition 18, this requirement will also be addressed in the Subdivision Agreements.
21. The Subdivision Agreements shall satisfy all of the County's requirements, financial and otherwise, concerning the provisions and installation of associated municipal works both within and external to the Subject Lands and may include but not limited to securing the works to be done by an irrevocable letter of credit and payment of municipal fees, development charges, road works, street lights, underground services, drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County.
22. The Site Alteration Agreement or Subdivision Agreements shall provide that, prior to any grading or construction on the Subject Lands and prior to the registration of any phase of the Plan, the Developer/Owner shall submit and obtain approval from the Grand River Conservation Authority and the County, where applicable, of the following plans and reports:
 - a. A final detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices Planning and Design Manual"; and consistent with the Preliminary Functional Servicing and Stormwater Management Report: Completed by S. Llewellyn and Associates Ltd, dated September 2018 and Revised June 2019.
 - b. An erosion and siltation control plan in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion and Sediment Control Guidelines for Urban Construction dated December 2006;
 - c. Detailed lot grading and drainage plans;
 - d. An Environmental Implementation Report that implements the recommended monitoring details for the wetlands and woodlands, includes implementation of monitoring (pre, during and post), mitigation measures, rehabilitation plans recommended in the EIS, and includes final design of the storm water outlet location.
 - e. An application for Permission pursuant to the Grand River Conservation Authority: Regulation of Development, Interference with Wetlands and

Alterations to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.

23. The Subdivision Agreements will include a requirement that the Developer/Owner shall ensure that no stockpiles of fill or any overland drainage patterns be altered on the west, east and south sides of the total holdings within 30 meters of the property boundary unless otherwise approved by the County. That all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 meters in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as dangerous.
24. That the Subdivision Agreements shall require that the Developer/Owner is to maintain the site in a safe and satisfactory condition, free of debris, weeds and other such materials, until the plan is fully developed and the servicing is assumed by the County as contemplated by the Subdivision Agreements.
25. The Subdivision Agreement shall provide that each offer of purchase of all or any part of the Development shall contain a caution to the purchaser of the following:
 - a. That no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County;
 - b. That no buildings or structures, including but not limited to any dwelling, accessory structure, fence, swimming pool, shall be erected on or over any easement required due to this Development; and
 - c. That purchasers/tenants be 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 (MECP).
26. The Subdivision Agreements shall require that the Developer/Owner engage the services of a qualified Landscape Architect to develop a landscaping program to meet County requirements as outlined in the Official Plan and for the landscaping of the Development, including lands within the municipal right of way, Stormwater Management Blocks 19 and 20, Phase 1, Park Block 12, Phase 2 and preliminary design for improvements to Victoria Park. Any planting materials shall be of native species in accordance with the County's Recommended Plant Species list.
27. The Subdivision Agreement shall require that, prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner

and the telecommunications, natural gas supply, electrical utilities and any other public utility company.

28. The Subdivision Agreements shall include the requirements of Bell Canada be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a) The Developer/Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for Telecommunication services. Easements may be required 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.
29. The Subdivision Agreements shall include the requirements of Energy+ Inc. be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a) The Developer/Owner will be required to enter into an Agreement with Energy+ Inc. to establish the terms and conditions to service the Development at 100% cost. Servicing for this Development may take longer than the typical (6-8) month period due to the geographical location. It is imperative that the Developer/Owner contact Energy+ Inc. in order to determine satisfactory access points.
 - b) The Developer/Owner must grant easements to Energy+ Inc.'s satisfaction.
 - c) The Developer/Owner 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. that their conditions have been satisfied.
30. The Subdivision Agreements shall require that, prior to registration of all or any part of the Subdivision, the Canada Post is to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner and Canada Post.
31. The Subdivision 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.

32. The Subdivision Agreements shall provide for the Developer/Owner's consent to the County, at its sole discretion, employing the services of a peer review consultant to review the Urban Design Guidelines and all reports along with all engineering drawings related to infrastructure and transportation systems relating to the Development (including fencing), and possible off-site impacts related to such infrastructure and the transportation systems on the surrounding neighbourhoods. At the time of the execution of the first of the Subdivision Agreements, the Developer/Owner shall pay any and all such peer review costs incurred by the County to that date and, in the Subdivision Agreements, the Developer/Owner shall commit to paying all such peer review costs incurred by the County thereafter. In connection with these peer reviews, the County will provide the Developer/Owner with a schedule of peer review consultant rates and sufficient billing details for each peer review task.
33. The Subdivision Agreements shall provide that, prior to any work commencing on the Subject Lands, save and except grading and servicing works permitted by a Site Alteration Agreement and/or Pre-Servicing Agreement under Condition 18, the Developer/Owner must confirm that sufficient wire-line communication, telecommunication infrastructure is currently available within the Subject Lands to provide communication/telecommunication service for the Development. In the event that such infrastructure is not available, the Subdivision Agreements shall require the Developer/Owner to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure.
34. The Subdivision Agreements shall include the requirements of the County be satisfied prior to registration and final approval of all or any part or all of the Subdivision. To this end, the following matters are to be addressed
 - a. That the Developer/Owner installs trees at a minimum of 1 tree per lot frontage and 2 trees per lot flankage, including the park block, being 50mm in caliper DBH, and of a native species as listed in the County's Recommended Plant Species List, to the satisfaction of the County.
 - b. That the Developer/Owner, be required to reconstruct all roads to the satisfaction of the County of Brant if installing underground services. The cost of the rehabilitation of the roads and the installation of services beyond those which are accounted for the Development Charges Background Study will be the sole financial responsibility of the Developer.
 - c. The Developer/Owner is to pay, for and install street lighting that is to be located along the proposed streets and external existing streets, as required and to the satisfaction of the County.

- d. The Developer/Owner will be required to regrade the frontages of the Subject Lands to ensure that a sight distance consistent with the TAC Manual is provided and to allow for proper road drainage.
- e. Relocation of any existing infrastructure, such as but not limited to, hydro poles and telecommunication pedestals, shall be at the expense of the Developer/Owner.
- f. The Developer/Owner will be required to provide and install underground services (including the burial of existing hydro services or new hydro services required for the development) to the satisfaction of the County.
- g. The Functional Servicing Report shall encompass all the subject property and shall be completed to the satisfaction of the County.
- h. The Geotechnical Investigation shall encompass all the subject property and shall be completed to the satisfaction of the County.
- i. The Hydrogeological Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, in consultation with the Ministry of the Environment, Conservation and Parks.
- j. The Developer/Owner will provide a request to the County for a water distribution system model update. Upon receiving that request, the County will provide confirmation on whether there is adequate water supply and pressure for fire protection and potable water to accommodate the Development, at the Developer's sole expense.
- k. The Developer/Owner will provide a request to the County for wastewater conveyance system model update. Upon receiving that request, the County will provide confirmation on whether there is adequate capacity within the wastewater conveyance system to accommodate the Development, at the Developer's sole expense.
- l. That the Street "C" Extension from the subdivision lands to Dundas Street West, as described in Condition 8 and 9, shall be constructed at the Developer/Owner's sole cost prior to the registration of phase 2 of the Plan, and that the final design of the Street "C" Extension shall be completed to the satisfaction of the County.
- m. That prior to the registration of phase 1 of the Plan, the Developer/Owner shall submit an Archaeological Study and a Slope Study for the Stormwater Management Blocks 19 and 20 and the decanting area for the SWM facility, to the satisfaction of the County.
- n. That prior to registration of any phase of the Plan that the Developer/Owner provides documentation to the County that approvals are in place for the legal outlet of stormwater on all applicable external lands, to the satisfaction of the County.

- o. The Developer/Owner shall design and construct to County standards:
 - a) All on-site storm water management systems including a legal outlet for storm water; and,
 - b) all on-site and off-site sewage conveyance and sewage treatment facilities; and,
 - c) all on-site and off-site water supply and conveyance system facilities,

capable of servicing the Development. In the Subdivision 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 Subdivision Agreements and until such facilities are accepted and assumed by the County under the terms of the Subdivision Agreements. If necessary, as determined by the County, the County will install, operate, maintain some or all of such facilities services at the Developer/Owner's cost and if this is necessary the Developer/Owner will enter into a contract and/or some other appropriate agreement with the County for this purpose until such facilities are accepted and assumed by the County under the terms of the Subdivision Agreements.

- p. The Developer/Owner shall be responsible for providing the County with the necessary data, in a format required by the County, to ensure compliance with PSAB 3150.
 - q. Approval of the drawings for the Subdivision shall be in accordance with this Schedule and the draft conditions of approval of the Subdivision and such requirement shall be included in the Subdivision Agreements and shall be consistent with the County's Development and Engineering Standards, as amended and good engineering practices.
35. Phase 1 of the Plan, shall be limited to 226 dwelling units of any type (e.g. singles or semis or townhouses etc.) and will include external road improvements, at the Developer/Owner's sole cost, as described in the Paradigm Traffic Impact Study Addendum memo, dated September 20, 2019 as follows:
- a. The easterly intersection of Dundas Street West and King Edward Street will be restricted to a "Right-In, Right-Out" intersection through the construction of a physical barrier. Timing of this construction to be determined by the County (e.g. prior to the issuance of a Site Alteration Permit).
 - b. Construction of the westbound right-turn lane on King Edward Street at the westerly intersection of King Edward Street and Dundas Street West.

- c. Construction of the eastbound left-turn lane on King Edward Street at the westerly intersection of King Edward Street and Dundas Street West.
 - d. Construction of southbound left-turn and right-turn lanes on Dundas Street West at the westerly Intersection of King Edward Street and Dundas Street West.
36. Prior to final approval of any subsequent phases following the registration of phase 1 approval, the Developer/Owner agrees to update the Traffic Impact Study, to the satisfaction of the County, to identify road improvements that may be required to facilitate the development of such subsequent phases The Terms of Reference or the update to the Traffic Impact Study shall be to the satisfaction of the County.
 37. That no site alteration works, including grubbing and tree removal, or pre-servicing works shall be permitted for the Phase 1 of the Plan until the temporary construction road has been established through the Street C Extension lands, to the satisfaction of the County, and that the Developer/Owner shall be responsible for maintaining the temporary construction road in a dust and mud free condition. Removal of the temporary construction road shall be the responsibility of the Developer/Owner, to the satisfaction of the County.
 38. Prior to the final registration of all or any part of the Subdivision, the Developer/Owner provide to the General Manager of Development Services through an Ontario Land Surveyor confirmation that all proposed Lots, Blocks and Units meet the minimum lot and/or unit area and frontage requirements of the Corporation of the County of Brant Zoning By-Law 61-16.
 39. The Subdivision Agreements shall require the Developer/Owner to deposit Mylars and digital copies of the Plan of Subdivision, to the satisfaction of the County. The digital copies shall be submitted in ESRI compatible format, such as shapefile or file geodatabase.
 40. Prior to the final registration of all or any part of the Subdivision, the Developer/Owner's surveyor shall submit to the County horizontal co-ordinates of all boundary monuments for the approved Subdivision, to the satisfaction of the County.
 41. The Subdivision Agreements shall include provisions for the completion and maintenance of the works in accordance with the approved plans and reports set out in this Schedule or in the conditions of draft approval for the Subdivision.
 42. The Subdivision Agreements shall be registered by the Developer/Owner against the lands to which each applies and shall provide the County with whatever notice and documentation of such registration as the County may require.

43. 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.
44. County Development Charges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
45. The Subdivision Agreements shall provide that, at any time and from time to time prior to final approval of the Subdivision and specifically at the time of registration of the Subdivision, the Developer/Owner shall provide proof to the County that the requirements of the Environmental Protection Act have been complied with.
46. 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 any part of the Plan.
47. Prior to the release of building permits, the Developer/Owner shall agree to provide confirmation from a qualified professional that the stormwater management facilities have been constructed in accordance with the approved plans and are operating as necessary to the satisfaction of the County and the Grand River Conservation Authority.
48. That prior to final registration of any part or all of the Plan, the Developer/Owner shall provide and construct appropriate pedestrian trails/walkways within the respective phase of the Plan of Subdivision, to the satisfaction of the County and the Grand River Conservation Authority.
49. A detailed trail/development plan and proposed trail routes and connections shall be provided to the satisfaction of the County and the Grand River Conservation Authority, prior to the registration of any phase of the Plan, and the Developer/Owner shall be responsible to provide connections with the existing trails and the decanting area for the SWM facility, where necessary, located outside the limits of the Plan, all of which shall be at the sole expense of the Developer/Owner.
50. The Developer/Owner agrees to carry out and implement the recommendations contained in the Environmental Impact Study at the Developer/Owner's expense until the County assumes the Open Space Blocks and Park Blocks, to the satisfaction of the County and the Grand River Conservation Authority.
51. The Developer/Owner shall agree to submit, and implement, at no cost to the municipality, a landscape plan prepared by a certified Landscape Architect to address planting requirements relating to the Stormwater Management facilities to the satisfaction of the County and the Grand River Conservation Authority. The cost to develop and landscape these Blocks shall be at the Developer/Owner's sole expense.
52. That the Developer/Owner provides Park Blocks or cash-in-lieu of parkland dedication to the County of Brant in accordance with the final executed Land

Exchange Agreement between the County and Losani Homes (Paris) Ltd., failing which the Developer/Owner provides Park Blocks or cash-in-lieu of parkland dedication to the County of Brant in accordance with the Parkland Dedication Policy in the Official Plan.

53. The Developer/Owner shall install proper signage and fencing in and around the Park Block 12 (Phase 2), in accordance with the Development and Engineering Standards for the County of Brant and the construction, grading and seeding of the park shall be to the satisfaction of the County.
54. The Developer/Owner shall grade and seed the decanting area for the SWM Blocks 19 and 20 located outside the plan, at its sole cost, in accordance with the Development and Engineering Standards for the County of Brant, to the satisfaction of the County.
55. That a warning clause be included in the Subdivision Agreement advising the occupants of the lots adjoining the Park Block 12, Phase 2 of the potential conflicts due to the active park. Furthermore, no access gate shall be permitted from the lots to the Park Block.
56. That the Developer/Owner install chain-link fence as approved by the County, between walkway blocks and the residential lots on both sides, as well as signage and a hard surface/asphalt pathway, to the satisfaction of the Community and Protective Services Department.
57. The Developer/Owner and the County agree to make best efforts to negotiate cost sharing options which may arise from the future studies or the Municipal Class Environmental Assessment in connection with this development and the traffic improvements and the necessary infrastructure associated with. This condition does not apply to Street "C" Extension as referenced in Condition 8.
58. At least 90 days prior to final approval of the Subdivision, the County of Brant is to be advised in writing by the Developer/Owner, how Conditions 1 through 57 has been satisfied.
59. Pursuant to Section 51(32) of the Planning Act, draft plan approval, together with all conditions, shall lapse in three (3) years from the date of granting original draft plan approval by the Local Planning Appeal Tribunal, should final approval not be given. For any subsequent phase, draft approval shall lapse if final approval is not given within three (3) years of registration of the previous phase.
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 ten (10) Model Homes to be constructed on the subject lands, subject to the requirements of a Building Permit application.

NOTES TO DRAFT PLAN APPROVAL:

- a. *It is the Developer/Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded to the County of Brant by the appropriate agencies.*
- b. *The final plan approved by the County of Brant must be registered within 30 days of final clearance by the County or the County may withdraw its approval pursuant to Section 51 (59) of the Planning Act.*
- c. *As noted as a condition, the County will require registration of the Subdivision Agreement against the subject lands, to which it applies, as notice to prospective purchasers.*
- d. *The Developer/Owner shall be responsible for notifying the County of Brant six (6) months in advance of the lapse date of its intention with respect to the extension of draft plan approval of the Residential Subdivision. Please note that an updated review of the plan, and revisions to the conditions of approval may be necessary if an extension is to be granted.*
- e. *For certainty, any reference to final registration of all or any part of the Subdivision shall refer to that portion of the lands which the Developer/Owner is seeking to have registered at that particular time and not the entirety of the lands owned by the Developer/Owner.*