THE CITY OF Waterloo

STAFF REPORT
Planning

Title:	Zone Change Application Z-16-14, Draft Plan of Subdivision 30T-16402, 2115881 Ontario Limited (Mattamy Homes), 556, 560, 576 Conservation Dr
Report Number:	IPPW2025-041
Author:	John Vos
Council Date:	July 14, 2025
File:	Z-16-14, 30T-16402
Attachments:	Map 1 – Location Map Map 2 – Proposed Zone Change Map Map 3 – Draft Plan of Subdivision 30T-16402 Appendix 'A' – Minutes of the Informal Public Meeting Appendix 'B' – Summary of Comments Appendix 'C' – Proposed Site Specific By-law C284 Appendix 'E' – Site Specific Conditions of Subdivision Approval Appendix 'F' – Standard Conditions of Subdivision Approval
Ward No.:	Ward 2, Northwest

Recommendations:

1. That Council approve IPPW2025-041.
2. That Council approve Zone Change Application Z-16-14, 2115881 Ontario Limited (Mattamy Homes), for 556, 560, 576 Conservation Dr, as set out in Section 8 of IPPW2025-041.
3. That Council approve Draft Plan of Subdivision 30T-16402, 2115881 Ontario Limited (Mattamy Homes), for 556, 560, 576 Conservation Dr, as set out in Section 8 of IPPW2025-041.
4. That Council delegate authority to the City's Director of Planning to make administrative and minor modifications to any Standard Condition of Subdivision Approval and/or Site Specific Condition of Subdivision Approval in relation to Draft Plan of Subdivision 30T-16402, and minor redline revisions to Draft Plan of Subdivision 30T-16402.
5. That Council further extend the timeframe for 2115881 Ontario Limited to obtain a building permit for the replacement of the dwelling unit at 560 Conservation

Drive and the dwelling unit at 576 Conservation Drive until October 30, 2030, pursuant to subsection 6.a of the City's Demolition Control By-law.

A. Executive Summary

2115881 Ontario Limited (the "**Applicant**") submitted Zone Change Application Z-16-14 and Draft Plan of Subdivision Application 30T-16402 for the lands municipally known as 556, 560, 576 Conservation Drive as shown on Map 1 (the "**Lands**").

The Applicant is proposing to develop the Lands with a mixture of residential unit typologies including single detached dwellings, townhouses, multiple residential, a new neighbourhood park and mixed use as illustrated in the chart below.

Description	**Blocks**	**Area** (hectares)	**Unit Range**	
			Minimum	**Maximum**
Residential*	1 – 20	7.779	183	245
Townhouses	21 – 26	2.342	98	128
Multiple Residential	27 – 28	1.868	96	185
Elementary School	29	3.198	(N/A)	(N/A)
Park	30	1.408		
Open Space (Beaver Creek)	31 – 32	4.938		
Stormwater Management	33	1.173		
Walkway	34 – 35	0.046		
Trail	36 – 37	0.497		
0.3m Reserve	38 – 40	0.016		
Future Development (local road)	41	0.080		
TOTAL		**28.127 ha**	**377 units**	**558 units**

*Residential includes Single Detached Dwellings and/or Townhouses

To facilitate the proposed subdivision, the Applicant is proposing to rezone the lands from 'Zone Change Application' (ZC) to the following zoning categories:

Block(s)	**Zoning Category**
1 – 20	Residential Beaver Creek Two (RBC2)
21 – 26	Residential Beaver Creek Three (RBC3)
27 – 28	Residential Beaver Creek Four (RBC4)
29	School (S)
30	Parks and Recreation (OS1)
31 – 33	Conservation (OS3)

After reviewing the applications, Staff support Zone Change Application Z-16-14 and Draft Plan of Subdivision 30T-16402 as specified in Section 8 of IPPW2025-041, for reasons including those outlined in Section 7 of this report.

B. Financial Implications

Staff are not aware of any municipal financial implications with respect to the requested applications. Should the applications be appealed, potential costs related to an Ontario Land Tribunal (OLT) hearing may be incurred.

C. Technology Implications

Staff are not aware of any technology implications.

D. Link to Strategic Plan

(Strategic Priorities: Reconciliation, Equity, Accessibility, Diversity and Inclusion; Environmental Sustainability and Climate Action; Complete Community; Infrastructure and Transportation Systems; Innovation and Future-Ready)

(Guiding Principles: Equity and Inclusion; Sustainability; Integrity; Workplace Wellbeing; Community-centred; Operational Excellence)

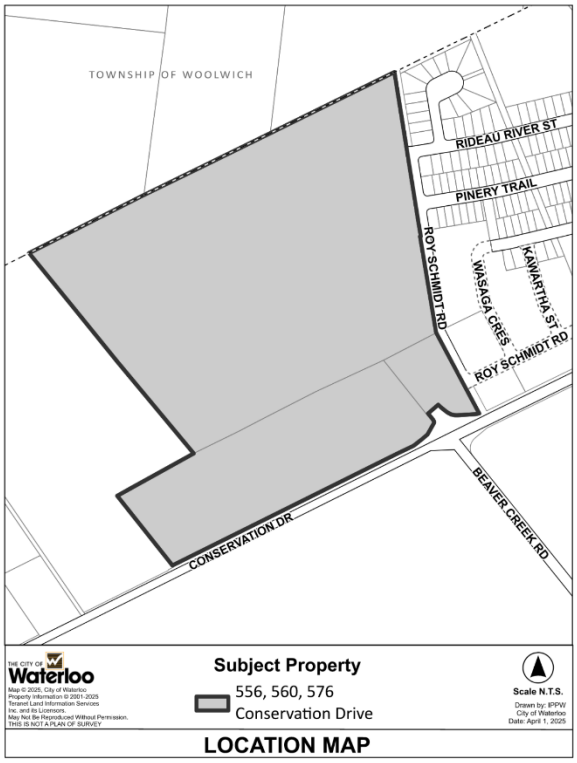
The recommendations in this report support the "Complete Community" and "Environmental Sustainability and Climate Action" Strategic Priorities of the Strategic Plan, as the subdivision will include a variety of dwelling typologies, a potential elementary school, and land is to be conveyed to the City for park purposes and to protect environmental features (i.e., Beaver Creek).

E. Previous Reports on this Topic

IPPW2019-048 – Proposed Demolition of a Residential Dwelling: 576 Conservation Drive, 2115881 Ontario Limited

Zone Change Application Z-16-14, Draft Plan of Subdivision 30T-16402, 2115881 Ontario Limited (Mattamy Homes), 556, 560, 576 Conservation Dr
IPPW2025-041

SECTION 1 – SUBJECT LANDS



Location
556, 560, & 576 Conservation Drive

Ward
Northwest (Ward 2)

Total Lot Area
28.127 ha

Owner/Applicant
2115881 Ontario Ltd. (Mattamy Homes)

Agent
GSP Group

Existing Land Use
Vacant - Agriculture

Proposed Use
Residential subdivision containing:

- single detached dwellings, townhouses, multiple residential dwellings, with a maximum combined total of 558 dwelling units
- The conveyance of the following lands to the City of Waterloo:
  - 4.938 ha of open space
  - 4.781 ha for local roads
  - 1.173 ha for stormwater management
  - 1.408 ha for a park
  - 0.543 ha for trails and walkways
- Lands for a proposed elementary school (3.198 ha)

1.1 Public Input

The mechanisms used to gather input are as follows:

Table 1: Consultation		
Mechanism	**Date**	**Results**
Agency and Staff Circulation of 1st Submission	August 23, 2016	Agency and staff comments attached as Appendix B
Neighbourhood Meeting	October 12, 2016	Public comments attached as Appendix B
Agency and Staff Circulation of 2nd Submission	November 22, 2017	Agency and staff comments attached as Appendix B
Informal Public Meeting	February 26, 2018	Informal Public Meeting minutes attached as Appendix A
Agency and Staff Circulation of 3rd Submission	October 2, 2019	Agency and staff comments attached as Appendix B
Agency and Staff Circulation of 4th Submission	September 29, 2020	
Agency and Staff Circulation of 5th Submission	October 11, 2022	
Agency and Staff Circulation of 6th Submission	January 23, 2024	
Agency and Staff Circulation of 7th Submission	December 18, 2024	
Agency and Staff Circulation of 8th Submission	April 16, 2025	
Advertise Formal Public Meeting	June 26, 2025	Advertised in the Waterloo Region Record and notice sent to property owners within 120 metres of the subject property and those who requested notice.
Formal Public Meeting	July 14, 2025	Council consideration of application

1.2 Site Description and Neighbourhood Context

The Lands are in northwest Waterloo, north of Conservation Drive and west of Roy Schmidt Road, as shown on Map 1, within the Beaver Creek Meadows District Plan area. The Lands are irregular in shape with a total area of approximately 28 hectares, with frontages of 472 metres along Conservation Drive, 435 metres of frontage along Roy Schmidt Road, and 632 metres along the northerly municipal boundary with Woolwich Township.

The Lands are currently used for agricultural cropland. The surrounding lands include:

- Agricultural to the north
- Natural feature (Beaver Creek) to the west

- Residential to the east, including the Conservation Meadows neighbourhood and the recently approved Activa subdivision (30T-17403) (the "**Activa Subdivision**")
- Lands to the south are currently agricultural and have been approved for a new low rise residential subdivision (30T-17401 and 30T-17402) (the "**Northgate Subdivision**").

Municipal services are planned to be installed through upgrades to Beaver Creek Road and Conservation Drive, a sanitary pump station to be constructed within the nearby Northgate Subdivision, and a stormwater management facility at 570 Beaver Creek Road. City Council approved tenders for the road upgrades (Beaver Creek Road and Conservation Drive) on June 16, 2025, with works expected to start by mid to late 2025.

SECTION 2 – PROPOSED DEVELOPMENT

The Applicant is proposing to develop the Lands with a mixture of residential unit typologies including single detached dwellings, townhouses, and multiple residential (i.e. low rise apartments or stacked townhouses). In addition, the Draft Plan of Subdivision (the "**Plan**") includes four new residential streets and the extension of two existing streets, a 1.408 hectare park, and a stormwater management facility – all to be conveyed to the City. The Plan also includes a 3.198 hectare block for an elementary school which will be available for the Waterloo Region District School Board. The proposed subdivision is anticipated to proceed in two stages, with the second stage situated in the northwest corner of the subdivision, which will proceed in conjunction with the development on the adjacent lands to the west.

SECTION 3 – APPLICATION DETAILS

3.1 Zoning By-law Amendment Z-16-14

The Applicant is proposing to rezone the Lands from 'Zone Change Application' (ZC) to the following zoning categories, and as illustrated in Map 2:

- Residential Beaver Creek Two (RBC2)
- Residential Beaver Creek Three (RBC3)
- Residential Beaver Creek Four (RBC4)
- Parks and Recreation (OS1)
- Conservation (OS3)
- School (S)

In addition, the Applicant has requested several site specific exemptions which are listed in Section 4.6 and evaluated in Section 5.2 of this report, including reduced setbacks for all yards, and exemptions for porches and balconies to extend into the front and flankage yards.

3.2 Draft Plan of Subdivision 30T-16402

The Applicant is proposing to subdivide the Lands in accordance with Figure 1 in this report and Table 2 below.

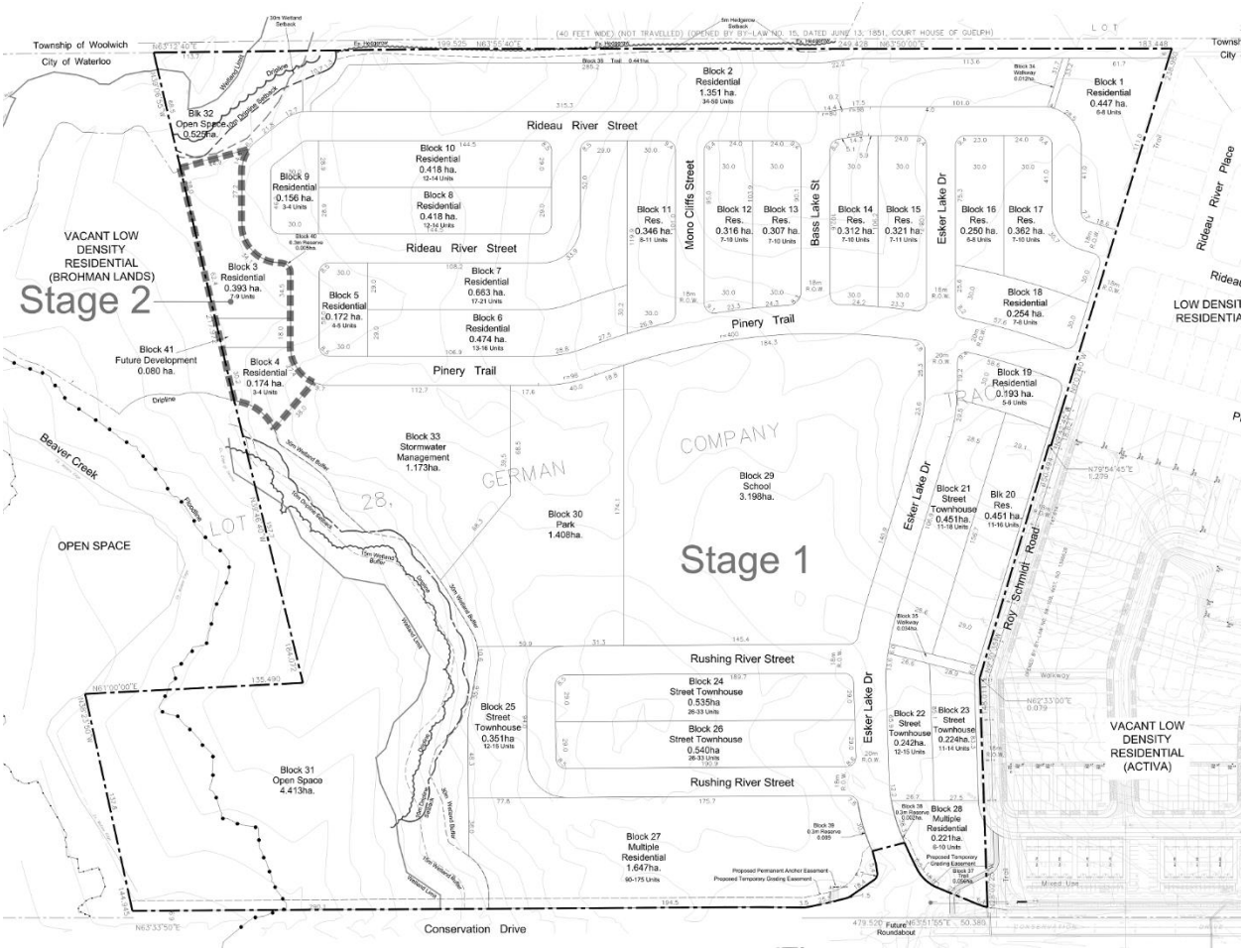


Figure 1: Draft Plan of Subdivision 30T-16402

The Applicant's proposed plan of subdivision is evaluated in Section 5 of this report.

Table 2: Proposed Uses within each Subdivision Block		
Blocks	Land Use	Area (ha)
1 - 20	Residential (single detached or semi-detached dwellings) • Minimum 183 units • Maximum 245 units	7.779
21 - 26	Street Townhouses • Minimum 98 units • Maximum 128 units	2.342
27 - 28	Multiple Residential (stacked townhouses or low-rise apartment buildings) • Minimum 96	1.868

	• Maximum 185 units	
29	School block to be available for the Waterloo Region District School Board for a new elementary school	3.198
30	Park to be conveyed to the City of Waterloo	1.408
31 - 32	Open space to be conveyed to the City of Waterloo	4.938
33	Stormwater management facility to be conveyed to the City of Waterloo	1.173
34 - 35	Walkway to be conveyed to the City of Waterloo	0.046
36 - 37	Trail	0.497
38 - 40	0.3 metre Reserve	0.016
41	Future Development (Road)	0.080
Roads	• The following roads with a width of 18 or 20 metres will be transferred to the City of Waterloo upon registration of the subdivision: o Rideau River Street o Pinery Trail o Mono Cliffs Street o Bass Lake Street o Esker Lake Drive o Rushing River Street • Roy Schmidt Road will be upgraded to an urban cross section	4.781

SECTION 4 - POLICY REVIEW

4.1 Planning Act

The proposed Zone Change and Draft Plan of Subdivision, as recommended by Staff, have regard for matters of provincial interest, as required by Section 2 of the *Planning Act*, R.S.O. 1990 c.P.13 as amended (the "**Planning Act**"), including but not limited to:

- The adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems.
- The orderly development of safe and healthy communities.
- The adequate provision and distribution of educational, health, social, cultural and recreational facilities.
- The appropriate location of growth and development.
- The promotion of development that is designed to be sustainable, to support public transit and to be oriented to pedestrians.

Section 51(24) of the Planning Act requires that in considering a draft plan of subdivision, regard shall be had, among other matters, to the health, safety,

convenience, accessibility for persons with disabilities, and welfare of the present and future inhabitants of the municipality.

The proposed Draft Plan of Subdivision, as recommended by Staff, has regard to Section 51(24) for reasons including:

- The proposed subdivision is not premature and is in the public interest.
- The land is suitable for the purposes for which it is to be subdivided.
- The dimensions and shapes of the proposed lots is appropriate for the context.
- Adequate utilities and municipal services are planned for the subdivision and will be available in the near future.

4.2 Provincial Planning Statement

The 2024 Provincial Planning Statement (the "**PPS**") establishes the vision and policy framework for matters of provincial interest related to land use planning and development in Ontario. Collectively, the policies aim to focus growth within existing settlement areas; promote efficient development and land use patterns to minimize land consumption and servicing costs; support densities that provide for a more compact urban form, and building strong and safe communities.

The proposed Zone Change and Draft Plan of Subdivision, as recommended by Staff, are consistent with the PPS, as the proposed development:

- Will contribute to a healthy, livable and complete community by adding new housing in a mixture of unit typologies, opportunities for commercial uses, and additional green space.
- Will result in the efficient uses of land and existing infrastructure.
- Will enable intensification and cost-effective development patterns, and minimize land consumption.
- The Lands meet and exceed a density of 58 residents and jobs per hectare.

4.3 Region of Waterloo Official Plan

The Regional Official Plan ("**ROP**") provides a land use policy framework that implements Provincial planning policies in the regional context. The Lands are located within the Urban Area Boundary and identified as Urban Designated Greenfield Area (as shown on ROP Map 2 Urban Area).

The proposed Zone Change and Draft Plan of Subdivision conform to provision 2.G.1.2 of the ROP which outlines criteria for how new development occurring in Designated Greenfield Areas should be planned, designated, zoned, and designed. The

Provision 2.G.1.2 of the ROP speaks to ensuring new development occurring in Designated Greenfield Areas will be planned, designated, zoned and designed to specific criteria. The proposed Zone Change and Draft Plan of Subdivision conform to said criteria, as follows:

- The development provides opportunities for home occupations and direct connections to lands planned for commercial development within a 15-minute travel time. Three bus stops will be provided for future extension of bus service.
- The Applicant is proposing a maximum density of 64.6 residents and jobs combined per hectare which achieves and exceeds the growth target.
- All streets will have sidewalks or multi-use paths on both sides which provide convenient access to destinations such as the school and park and connect to the broader trail network.
- The development as proposed includes the creation of municipal streets (being 18-20 metres wide), which includes the extension of existing municipal streets.
- Several of the streets are oriented north/south which result in roofs with a southern exposure, ideal for solar panels.
- The development will include trees along all municipal roads. The zoning for the development protects for sufficient area for homeowners to plant trees within the front and rear yards, at their discretion.
- The development includes 1.408 hectares of parkland which is designed to provide a variety of amenities and 0.497 hectares for trails which connect to the school, natural features, and the broader trail network.
- The development will be serviced by municipal water, wastewater system, and stormwater systems.

The proposed Zone Change and Draft Plan of Subdivision, as recommended by Staff, conform to the ROP for reasons including:

- Will contribute to a healthy, livable and complete community by adding new housing in a mixture of unit typologies, parkland, an elementary school, and walkways and trails, and it will be transit ready.
- Will result in the efficient uses of land and existing infrastructure.
- Will enable intensification and cost-effective development patterns.
- The Lands are located within a designated growth area which is intended to accommodate residential growth, and a density of approximately 45 to 65 net persons and jobs per hectare is proposed.

4.4 Beaver Creek Meadows District Plan

The Lands are located within the Beaver Creek Meadows District Plan. The intent of the District Plan is to provide a land use structure and a policy framework to guide future development within the Beaver Creek Meadows Community. Development objectives are to create a complete and liveable community that protects existing natural heritage features.

Policy 3.4.7 of the Beaver Creek Meadows District Plan describes how lands identified as Low Density Residential 1 permit low rise residential building forms including single detached, semi-detached, duplex and townhouse dwellings. It further states dwellings shall not exceed 3 storeys in height. The proposed development is in alignment with this policy as the Applicant is proposing single detached dwellings on lands identified as Low Density Residential 1.

Policy 3.4.8 of the Beaver Creek Meadows District Plan describes how lands identified as Low Density Residential 2 permit townhouses, duplexes, triplex and terrace dwellings, and shall not exceed 4 storeys in height. The proposed development is in alignment with this policy as the Applicant is proposing street facing townhouses on lands identified as Low Density Residential 2.

Policy 3.4.11 of the Beaver Creek Meadows District Plan describes how lands identified as Mixed-Use Medium Density Residential permits townhouses, triplexes, terrace dwellings and low rise apartment buildings. The proposed development is in alignment with this policy as the Applicant is proposing stacked townhouse and back-to-back townhouses on lands identified as Mixed Use Medium Density Residential. The Applicant is not planning to develop mixed-use buildings with commercial units, however, there will be opportunities for limited commercial uses as home occupations within dwelling units.

While the proposed development deviates slightly from the Beaver Creek Meadows District Plan, it is Staff's opinion the general intent is maintained.

4.5 City of Waterloo Official Plan

The City of Waterloo Official Plan designates the lands as follows:

Schedule A: Land Use Plan	• Low Density Residential • Open Space • Future Node
Schedule A4: Natural System	• Core Natural Feature • Supporting Natural Feature

Schedule A5: Natural Hazards	• One Zone Policy Area
Schedule A6: Specific Provision Areas	• Specific Provision Area 37 • Specific Provision Area 62
Schedule B1: Height and Density	• Low Density, 10 metres
Schedule B3: Designated Greenfield Areas	• Urban Area Boundary • Designated Greenfield Areas
Schedule B4: Source Water Protection Areas	• Wellhead Protection Sensitivity Area 8
Schedule C: District Boundaries	• Beaver Creek Meadows
Schedule E: City Structure	• Major Colector (Conservation Drive) • Minor Collector (Pinery Trail) • Local Road (Roy Schmidt Road)
Schedule F: Active Transportation Framework	• City-Wide Cycling and Multi-Use Routes (Conservation Drive and Pinery Trail)
Schedule G: Road Allowances	• Conservation Drive (26.0 m ROW) • Pinery Trail (20.0 m ROW)

The Lands are designated as Low Density Residential on Schedule ‘A’. This designation is intended to accommodate primarily low-rise residential land uses at lower densities than the rest of the city. Intensification in areas designated Low Density Residential shall be context sensitive to the surrounding neighbourhood and maintain a low-rise built form.

The Lands are also designated as Designated Greenfield Area on Schedule ‘B3’. Lands with this designation are expected to accommodate a significant portion of growth within Waterloo. Provision 3.5(1) of the Official Plan states Designated Greenfield Areas will be planned in a manner that integrates with existing communities and supports the city as a complete community.

Provision 10.1.3(1) of the Official Plan speaks to lands designated Low Density Residential and describes how this designation is intended to permit a mixture of low-density residential building types across neighbourhoods that support and are generally consistent with the existing low-rise character of the area. It further describes how lands designated Low Density Residential may be zoned to permit single detached dwellings, semi-detached buildings, duplex dwellings, triplex dwellings, townhouses, terrace dwellings and apartment units.

Provision 11.1.37 (SPA 37) permits a maximum density of 300 bedrooms per hectare, and a maximum building height of 20 metres. The multi-unit buildings proposed on

Blocks 27 & 28 align with the height and density contemplated for this area in the Official Plan. The final density will be further confirmed through the site plan process.

Provision 11.1.62 (SPA 62) describes how the overall density of the Beaver Creek Meadows area shall be planned to achieve a minimum 58 residents and jobs combined per hectare, which is consistent with the Beaver Creek Meadows District Plan. The proposed draft plan of subdivision is aligned with this policy as a maximum density of approximately 4.6 net persons and jobs per hectare are proposed, which achieves and exceeds the density target in the District Plan.

It is Staff's opinion that the proposed Zone Change and Draft Plan of Subdivision conform to the City of Waterloo Official Plan for reasons including:

- That the development as proposed aligns with the existing land use designations, the contemplated uses, and the intended planned function as set out in the Official Plan.
- Will contribute to a healthy, livable and complete community by adding new housing in a mixture of unit typologies, opportunities for home occupation uses, an elementary school, parkland and conservation of natural features.
- Will result in the efficient use of land and existing infrastructure.
- Will enable intensification and cost-effective development patterns.
- The Lands are located within a designated growth area which is intended to accommodate residential growth. If the maximum number of proposed units is developed, the density will be approximately 65 persons and jobs per hectare which exceeds the minimum density target.

4.6 City of Waterloo Zoning By-law 2018-050

The Lands are currently zoned 'Zone Change Application' (ZC) in Zoning By-law 2018-050. ZC is an interim zoning category applied to lands that had an active zone change application when Zoning By-law 2018-050 came into effect on September 10, 2018. The regulations of the ZC zone only permit buildings and land uses that lawfully existed on the property on September 10, 2018, pending the completion of the active zone change application.

The Applicant is proposing to rezone the Lands from ZC to various Residential Beaver Creek zones (RBC2, RBC3, RBC4) with site specific zoning regulations, Parks & Recreation (OS1), Conservation (OS3), and School (S) as illustrated in Map 2.

The Applicant has requested several site specific regulations for each of the Residential Beaver Creek zones as summarized below:

A. Site specific amendments to the **RBC2** zone for **single detached dwellings**:
    a. Lot area for an interior lot reduced from 255 m^2 to 245 m^2
    b. Lot area for a corner lot reduced from 330 m^2 to 252 m^2
    c. Average lot depth reduced from 30 m to 29 m
    d. Front yard setback reduced from 6 m to 5 m, while the garage will continue to be setback 6.0 m
    e. Side yard setback reduced from 1.2 m on both sides, to 0.6 m for one side and 1.2 m on the other side
    f. Rear yard setback reduced from 7.5 m to 6.5 m
    g. A one-storey unenclosed porch may encroach into the front or flankage yard by 1.5 m, increased from 0.6 m
    h. Maximum width of the garage is increased from 58% to 60% of the front building façade length.

B. Site specific amendments to the **RBC3** zone for **freehold townhouse dwellings**:
    a. Lot area for an interior lot reduced from 165 m^2 to 143 m^2
    b. Lot area for a corner lot reduced from 285 m^2 to 225 m^2
    c. Lot frontage for a corner lot reduced from 9.5 m to 8.5 m
    d. Front yard setback reduced from 6 m to 5 m, while the garage will continue to be setback 6.0 m
    e. Side yard setback reduced from 1.2 m on both sides, to 0.6 m for one side and 1.2 m on the other side
    f. Rear yard setback reduced from 7.5 m to 6.5 m
    g. A one-storey unenclosed porch may encroach into the front or flankage yard by 1.5 m, increased from 0.6 m
    h. Maximum width of the garage (60% of the front building façade length) shall not apply to corner lots.

C. Site specific amendments to the **RBC4** zone for **multi-unit buildings**:
    a. Rear yard setback reduced from 7.5 m to 5.0 m
    b. Density increased from 150 to 300 bedroom per hectare
    c. Amenity area shall not be required.

D. Site specific amendments to the **cluster development** regulations (section 3.C.10 of Zoning By-law 2018-050):
    a. Street line setback reduced from 6.0 m to 5.0 m
    b. Interior lot line setback reduced from 7.5 m to 1.5 m
    c. A one-storey unenclosed porch may encroach into the front yard by 1.5 m, increased from 0.6 m
    d. A balcony may encroach into the front yard by 1.8 m, increased from 0.6 m

The merits of Zone Change Application Z-16-14 are evaluated in **Section 5.2** of this report.

SECTION 5 – PLANNING EVALUATION

Staff have reviewed and evaluated the applications (Z-16-14 and 30T-16402). A summary of Planning staff's evaluation of the applications and proposed development is provided in this section.

5.1 Residential Block Types

The proposed development is intended to be a continuation of the existing Conservation Meadows subdivision with direct connections to the existing road and trail network. Staff have included appropriate draft plan conditions to ensure the design objectives of the Beaver Creek Meadows District Plan are satisfied, applicable Urban Design Guidelines and Zoning By-law 2018-050 are being complied with, and parking is screened from Conservation Drive.

The Applicant is proposing three different residential block types:

1) Residential
2) Street Townhouse
3) Multiple Residential

Blocks 1 through 20 which are identified as Residential on the Plan are proposed to be zoned as Residential Beaver Creek Two "RBC2" which permits single detached dwellings, semi detached dwellings, or townhouse buildings. These blocks are generally located in the northern part of the subdivision and adjacent to the existing Conservation Meadows subdivision.

Blocks 21 through 26 which are identified as Street Townhouse on the Plan are proposed to be zoned as Residential Beaver Creek Three "RBC3" which permits townhouses, stacked townhouses, or a triplex. These blocks are in the south portion of the subdivision, particularly along Esker Lake Drive, Rushing River Street, and Roy Schmidt Road within close proximity to the elementary school, the park, and the trail network.

Blocks 27 and 28 in the southern part of the Lands are identified as Multiple Residential and are proposed to be zoned as Residential Beaver Creek Four "RBC4". This zone permits assisted living facilities, long term care facilities, multi-unit residential buildings, and townhouse buildings. These blocks will be subject to site plan approval, and appropriate draft plan conditions have been applied in relation to the development of these blocks.

Commercial and mixed-use zones are not proposed in this subdivision, however, each of the residential zones permit home occupations, including:

- Home office
- Class A artist studio
- Home child care
- Home commercial wellness
- Home health practitioner
- Home low risk food kitchen
- Home personal service
- Teacher

5.2 Zoning Relief

As listed in Section 4.6 above, the Applicant is requesting various site specific exemptions from the Residential Beaver Creek zones to accommodate their preferred residential built form. The following tables summarize the current regulations, the Applicant's requested amendments, and staff's recommendation.

5.2.1 Amendments to the RBC2 Zone:

TABLE 3 – RESIDENTIAL BEAVER CREEK TWO ZONE (RBC2)					
	RBC2 Zone		**Applicant's Request**		**Staff's Recommendation**
Dwelling Type	**Single Detached**	**Freehold Semi-Detached**	**Single Detached**	**Freehold Semi-Detached**	
INTERIOR LOT AREA (min)	255 m^2	204 m^2	**245 m^2**	**204 m^2**	Support
CORNER LOT AREA (min)	330 m^2	252 m^2	**319 m^2**	**252 m^2**	Support
INTERIOR LOT FRONTAGE (min)	8.5 m	6.8 m	8.5 m	6.8 m	(no change)
CORNER LOT FRONTAGE (min)	11.0 m	8.4 m	11.0 m	8.4 m	
Average LOT DEPTH (min)	30.0 m		**29 m**		Support
FRONT YARD Setback (min)	6.0 m (If the front yard setback is reduced to 5.0 meters, the garage must be setback 7.0 metres)		**5.0 m for the habitable portion and 6.0 m for the garage portion**		Do not support
FLANKAGE YARD Setback (min)	3.0 m		3.0 m		(no change)
SIDE YARD Setback (min)	1.2 m		**0.6 m on one side and 1.2 m on the other side**		Do not support
REAR YARD Setback (min)	7.5 m		**6.5 m**		Support

BUILDING HEIGHT (max)	10.0 m and 3 STOREYS	10.0 m and 3 STOREYS	(no change)
LOT COVERAGE (max)	55%	55%	
LANDSCAPED OPEN SPACE (min)	30%	30%	
PARKING SPACES (min)	1 per DWELLING UNIT	1 per DWELLING UNIT	
Projection for one-storey unenclosed porch into a FRONT YARD and FLANKAGE YARD (max)	0.6 metres	**1.5 metres**	Do not support
Garage width (max)	58%	**60%**	Support

5.2.1.1 Lot Depth:
The Applicant is proposing to reduce the lot depth for Blocks 2, 6, 7, 8, 9, 10, and 20 from 30.0 metres to a minimum depth of 29.0 metres. The Plan is efficiently laid out with a pattern of residential blocks and roads within the developable portion of the Lands, constrained by:

- the topography of the Lands
- the location of the stormwater management block
- the irregular shaped open space lands (including environmental buffers), and
- the municipal boundary.

Reducing the lot depth to 29.0 metres for specific blocks ensures an efficient layout and use of the Lands. When combined with the minor rear yard reduction (see 5.2.1.4), the associated lots maintain a standard contemporary building envelope within Waterloo.

5.2.1.2 Lot Area:
The Applicant is proposing minor reductions to the lot area for Blocks 2, 6, 7, 8, 9, 10 and 20 which have a depth of 29.0 metres. The proposed lot areas are the product of the minimum lot frontage and the lot depth. Staff support this amendment specifically for the specified blocks which have reduced lot depth, while all other blocks will comply with the RBC2 zone.

5.2.1.3 Front Yard Setback:
Staff have reviewed the requested amendment for a 5.0 metre front yard setback and do not support the approval of this specific request. The RBC2 zone requires a minimum front yard setback of 6.0 metres which is the standard in most low rise residential areas in Waterloo. This is established for various reasons, including to:

- accommodate landscaping and trees
- accommodate snow storage, particularly from the driveway and abutting sidewalk

- facilitate at-source infiltration
- maintain streetscape character and a consistent street edge within the subdivision and a continuation from the adjacent neighbourhood (Conservation Meadows) and elsewhere in the City of Waterloo
- create separation from municipal infrastructure and utilities such as natural gas and hydro lines (including the standard 2.0 metre wide easement along the street line)

Reducing the front yard setback for all single detached dwellings to 5.0 metres, despite the proposed garage setback of 6.0 metres, will reduce the amount of landscaping and viability of trees in the front yard, particularly where porches and stairs project into the front yard. If the proposed amendment is approved, only 2.4 metres would be available in the front yard between the porch (excluding stairs) and the standard 2.0 metre easement (i.e., parallel to the street, for natural gas and municipal services) for trees and infiltration.

It is acknowledged that the RBC2 zone provides flexibility to reduce the front yard setback to 5.0 metres if the garage setback is increased to 7.0 metres, which is intended to provide a minor degree of flexibility to accommodate home purchasers with larger vehicles (e.g., Ford F-354 Super Cab), ensuring vehicles parked in driveways do not obstruct or interfere with the municipal sidewalk. It generally maintains the available building envelope area to that of a standard lot, provides flexibility in the design of the dwelling where it is deemed necessary due to large vehicle needs (e.g., accessible vans), while still maintaining an average setback of 6.0 metres. This provision is rarely used, and should not be construed as “typical” or “common”.

5.2.1.4 Rear Yard Setback:
The Applicant is proposing to reduce the rear yard setback for Blocks 2, 6, 7, 8, 9, 10, and 20 from 7.5 metres to a minimum setback of 6.5 metres. Staff support this reduction specifically for the blocks which have a lot depth of 29.0 metres, as the rear yard will continue to provide sufficient space for passive recreation, a deck, and tree planting. It will also generally maintain the available building envelope area to that of a standard lot.

5.2.1.5 Side Yard Setbacks:
The Applicant is requesting a reduced side yard setback of 0.6 meters on one side of the dwelling (likely the garage side), while the other side will remain at 1.2 metres (likely the habitable side).

The Applicant provides the following reasons to support this reduction:

- *"The proposed side yard setbacks are widely used throughout greenfield developments throughout Ontario, including but not limited to, Kitchener, Cambridge, Guelph, Brantford, Barrie, Milton, Brampton and Ottawa.*
- *"They have proven to provide value to the homebuyer, make efficient use of land, allows for proper drainage and access to rear yards, creates an appropriate urban streetscape and provides municipalities the added benefit of efficient use of municipal infrastructure.*
- *"The reduced side yard setbacks also relate to housing affordability considerations by reducing the size and cost of a building lot. The cost of land is the single largest contributing factor to the sale price of a low rise residential dwellings. With the reduced side yards as proposed, the overall cost of the dwelling and associated lot can be reduced up to $40,000, which is a meaningful saving to the price of the house that will directly help with housing affordability in this community."*

The City of Waterloo sets zoning regulations based on the local context and historical experience with previous subdivisions throughout the city, rather than replicating the same zoning regulations as other municipalities. The City has previously approved reduced front yard and side yard setbacks in specific neighbourhoods (i.e., Clair Hills and Columbia Forest) which have since experienced impacts including restricted access to rear yards, easements over neighbouring properties resulting in privacy concerns and landowner disputes, poor drainage between houses, utility issues (e.g., hydro metres), fewer / smaller windows in side yards, and parking in front of the habitable portion of the dwelling. In response, City Council approved:

a.) new zoning for the next subdivision (Vista Hills) that established a minimum side yard setback of 1.2 metres on both sides of the dwelling;
b.) new zoning for these neighbourhoods (Clair Hills and Columbia Forest) through the Comprehensive Zoning By-law Review (Zoning By-law No. 2018-050) which increased the minimum side yard setback to 1.2 metres on both sides of the dwelling to ensure future development avoids replicating the same issues;
c.) new zoning for the Beaver Creek Meadows District with a minimum side yard setback of 1.2 metres on both sides of the dwelling, applied to both the Activa (30T-17403) and Northgate (30T-17401 and 30T-17402) subdivisions.

The financial impact of a reduced side yard setback on the affordability of the single detached dwellings is unclear. The Applicant did not provide a market study or land appraisal to support the claim that the overall cost of the dwelling and associated lot can be and would be reduced by up to $40,000.00. Staff note that other measures to

mitigate affordability have been included in the recommended zoning, including reduced lot area, reduced lot frontage, reduced lot depth, and permitting a range of dwelling types – without compromising on the side yard setbacks.

Staff have also visited several subdivisions in Kitchener and Cambridge which were constructed with a reduced side yard setback (0.6 metres on one side) over the previous two decades. During the visits, Staff observed the negative impact of the reduced setback and discussed these impacts with residents who noted difficulty accessing their rear yard, limited space for snow storage, difficulty parking multiple vehicles, and poor drainage.

Having considered the Applicant's reasons for requesting the reduced side yard setback, Staff ultimately recommend that the side yard setback remain at 1.2 metres on both sides of the dwelling. This is consistent with all other contemporary low rise residential zones (including the recently approved subdivisions nearby in Beaver Creek Meadows) in Waterloo and will protect for good site and neighbourhood design measures, such as but not limited to:

- better manage drainage and facilitate at-source infiltration
- facilitate access to rear yards
- facilitate maintenance of the side façade of the house without encroaching on neighbouring properties, including sufficient space to safely prop up a ladder or scaffolding within the limits of the property
- accommodate utilities and mechanical equipment (e.g., air conditioners, furnace and dryer vents, hydro and gas meters) within side yards, without impeding access
- enable more windows (natural light), including window wells, on the side facades of the house
- avoid the need for easements to allow shared access over adjacent lots
- reduce neighbour disputes
- accommodate fences along the side lot line and sufficient width for a gate to access the rear yard
- create reasonable separation between homes, including eaves
- provide sufficient space for eavestroughs and downspouts to be directed within the limits of the subject property and away from adjacent properties
- provide an opportunity for side entrances, such as for access to an Additional Residential Unit (ARU) (e.g., basement apartment)

5.2.1.6 Porch Projections:

The Applicant is proposing to increase the porch projection from 0.6 m to a maximum of 1.5 metres in both the front and flankage yards. Staff do not support the approval of this amendment for various reasons, including:

- Section 3.A.5 of Zoning By-law 2018-050 provides regulations for architectural projections such as balconies and porches into a front yard and flankage yard up to a maximum of 0.6 metres.
- The proposed 1.5 metre projection would reduce the viability of planting trees or other similar vegetation within the front yard. The front yard would be reduced to 4.5 metres, or 3.5 metres if the front yard setback in 5.2.1.3 is granted, which is further compressed by the 2.0 metre easement (i.e., no planting zone), resulting in a planting area that is insufficient for a tree to grow and flourish. The proposed 1.5 metre projection would also eliminate the potential for trees and shrubs within the affected flankage yard, as a 1.5 metre landscape strip would remain, which would be within the 2.0 metre easement (i.e., no planting zone).
- The RBC2 zone requires a minimum flankage yard setback of 3.0 metres. A standard 2.0 metre wide easement extends along the front lot line and flankage lot line for municipal and utility purposes. A projection of 1.5 metres into the flankage yard would extend the porch into the easement (as shown on Figure 2), which would conflict with the easement (i.e., no build zone).

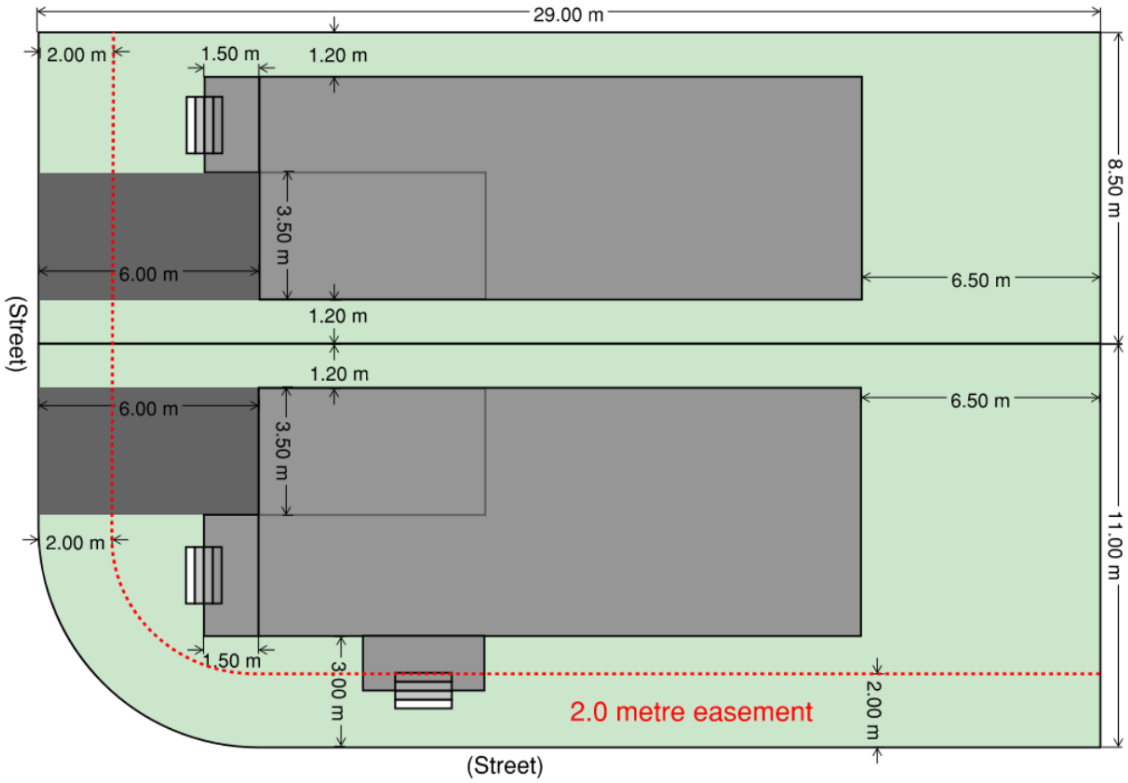


Figure 2: Porch projection into standard 2.0 metre easement

5.2.1.7 Garage Width:
Staff do not object to increasing the maximum width of the garage from 58% to 60% of the front building façade and, in this context, believe this to be a minor increase. This could result in slightly larger garages which could accommodate stairs for access into the dwelling, and storage of bicycles and waste bins within the garage.

5.2.2 Amendments to the RBC3 Zone:

TABLE 4 – RESIDENTIAL BEAVER CREEK THREE ZONE (RBC3)			
	RBC3 Zone	**Applicant's Request**	**Staff's Recommendation**
Dwelling Type	**Freehold Townhouse and Triplex Dwellings**		
INTERIOR LOT AREA (min)	165 m^2	**143 m^2**	Support
CORNER LOT AREA (min)	285 m^2	**225 m^2**	
INTERIOR LOT FRONTAGE (min)	5.5 m	5.5 m	(no change)
CORNER LOT FRONTAGE (min)	9.5 m	**8.5 m**	Support
FRONT YARD Setback (min)	6.0 m	**5.0 m**	Do not support
FLANKAGE YARD Setback (min)	3.0 m	3.0 m	(no change)
SIDE YARD Setback (min)	1.8 m	**1.5 m**	Support
REAR YARD Setback (min)	7.5 m	**6.5 m**	
BUILDING HEIGHT (max)	10.0 m and 3 STOREYS	10.0 m and 3 STOREYS	(no change)
LOT COVERAGE (max)	55%	55%	
LANDSCAPED OPEN SPACE (min)	30%	30%	
PARKING SPACES (min)	1 per DWELLING UNIT	1 per DWELLING UNIT	
Projection for one-storey unenclosed porch into a FRONT YARD and FLANKAGE YARD (max)	0.6 metres	**1.5 metres**	Do not support
Garage width (max)	60%	60% for interior units **No garage width limit for corner units**	Do not support

5.2.2.1 Lot Area
The Applicant is proposing to reduce the lot area for townhouse development in Blocks 21, 22, 23, 24, and 26 due to the reduced depth of the blocks which ranges from 27.5 metres to 29 metres. Staff support this request.

5.2.2.2 Corner Lot Frontage
Staff do not object to reducing the lot frontage for a corner lot from 9.5 metres to 8.5 metres as this will provide flexibility in the lot layout while still ensuring sufficient flankage yard setbacks are maintained.

5.2.2.3 Front Yard Setback
Staff have reviewed the requested amendment to permit a 5.0 metre front yard setback, and do not support the approval of this specific request for reasons including those listed above in section 5.2.1.3.

5.2.2.4 Side Yard Setback
Staff support the Applicant's request to reduce the side yard setback from 1.8 metres to 1.5 metres as this is a minor reduction and will maintain sufficient separation between units for drainage, access to rear yards, and maintenance of the side building façade.

5.2.2.5 Rear Yard Setback
Staff support the Applicant's request to reduce the rear yard setback from 7.5 metres to 6.5 metres specifically for Blocks 21, 22, 23, 24, and 26 due to the reduced depth of the blocks. The proposed 6.5 metre rear yard setback will provide sufficient space for passive recreation, a deck, and tree planting.

5.2.2.6 Porch Projection
Staff have reviewed the requested amendment to permit a 1.5 metre porch projection into the front yard and flankage yard, and do not support the approval of this specific request for the reasons described in section 5.2.1.6 above.

5.2.2.7 Garage Width
The Applicant has requested that the garage width regulation (maximum 60% of the front facade) only apply to interior units, not for corner units. This would allow the entire front façade of the corner units to be comprised of a garage, with the habitable portion of the dwelling including the front door located entirely on the flankage façade. Staff do not support this amendment for various reasons, including the potential for the entire front yard to be paved for a driveway, reducing the amount of landscaping, and eliminating any direct connection between the residents and the street frontage.

5.2.3 Amendments to the RBC4 Zone:

TABLE 5 – RESIDENTIAL BEAVER CREEK FOUR ZONE (RBC4)			
	RBC4 Zone	**Applicant's Request**	**Staff's Recommendation**
Dwelling Type	**Multiple Unit Building**		
LOT FRONTAGE (min)	15.0 m	15.0 m	(no change)
STREET LINE setback to habitable portion (min)	5.0 m	5.0 m	
SIDE YARD Setback (min)	3.0 m	3.0 m	
REAR YARD Setback (min)	7.5 m	**5.0 m**	Support (for Block 28) Do not support (for Block 27)
LOW RISE RESIDENTIAL LOT LINE Setback (min)	Half the BUILDING height or 4.5 metres, whichever is greater	Half the BUILDING height or 4.5 metres, whichever is greater	(no change)
BUILDING HEIGHT (max)	12.0 m and 4 STOREYS	12.0 m and 4 STOREYS	
Density (max)	150 BEDROOMS per hectare	**300 BEDROOMS per hectare**	Support
PARKING SPACES (min)	1 per DWELLING UNIT	1 per DWELLING UNIT	(no change)
VISITOR PARKING SPACES (min)	0.1 per DWELLING UNIT	0.1 DWELLING UNIT	
LANDSCAPED OPEN SPACE (min)	30%	30%	
AMENITY AREA (min)	3 m^2 per BEDROOM for the first BEDROOM and 2 m^2 for each additional BEDROOM in the DWELLING UNIT	**AMENITY AREA is not required**	Support for stacked townhouses Do not support for apartments buildings

5.2.3.1 Rear Yard Setback

The Applicant is proposing to reduce the rear yard setback for the multiple unit blocks (Blocks 27 and 28) from 7.5 metres to 5.0 metres. Figure 3 identifies the rear lot lines for each block. Staff do not object to reducing the rear yard setback for Block 28 because the reduced setback will align with the front yard setback along the Roy Schmidt Road frontage (minimum 5.0 metres).

However, Staff recommend that the rear yard setback for Block 27, adjacent to the open space lands (Block 31), remain at 7.5 metres in order to ensure good separation to the natural feature and to reduce the likelihood of encroachment into the environmental buffer. Staff also note that the proposed concept plan for Block 27 indicates a setback of approximately 10.3 metres from the rear lot line to the closest building, therefore the amendment appears to be unnecessary. The final placement of the buildings in the multiple unit residential development will be confirmed through Site Plan Control.

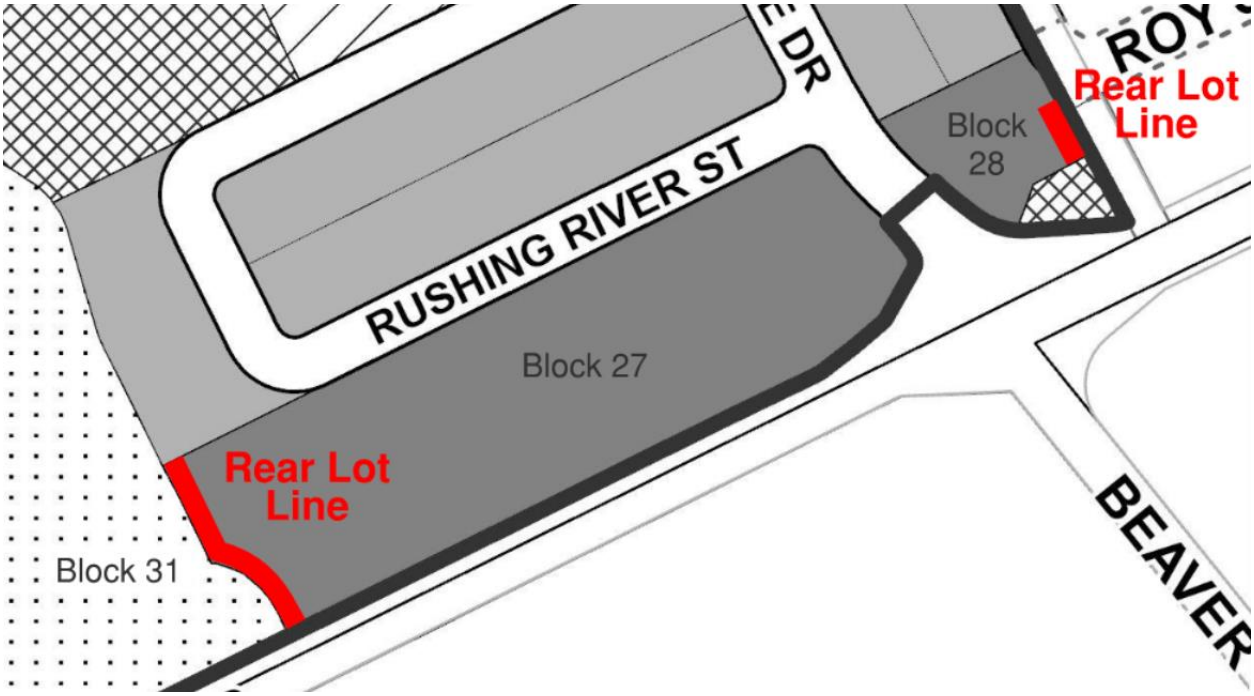


Figure 3: Rear lot lines on Block 27 and Block 28

5.2.3.2 Density

Staff support the increased density of 300 bedroom per hectare as this aligns with the City's Official Plan and the Beaver Creek Meadows District Plan and will help to achieve Regional and neighbourhood density targets.

5.2.3.3 Amenity Area

Staff do not support the Applicant's proposal to fully exempt amenity area requirements within multiple unit developments including apartment buildings. Amenity area is important for resident's comfort and quality of life in such buildings, and there are various options to provide amenity areas within an apartment building or like structure.

Staff can support an exemption for amenity area within stacked townhouse buildings as this built-form does not traditionally have common areas, such as a lobby or central hallway for access to amenity areas. Outdoor amenity area can be provided within the landscaped area (30% of the lot) such as a playground and shaded sitting area.

5.2.4 Amendments to the Cluster Development Regulations:

TABLE 6 – CLUSTER DEVELOPMENT REGULATIONS (Section 3.C.10 in Zoning By-law 2018-050)			
	Cluster Regulations	**Applicant's Request**	**Staff's Recommendation**
STREET LINE setback (min)	6.0 m	**5.0 m to habitable portion of the dwelling**	Do not support
COMMON ELEMENT ROAD or PRIVATE ROAD width, two-way road (min)	6.1 m	6.1 m	(no change)
COMMON ELEMENT ROAD or PRIVATE ROAD width, one-way road (min)	3.5 m	3.5 m	
COMMON ELEMENT ROAD or PRIVATE ROAD setback, where a DRIVEWAY is provided for the DWELLING UNIT (min)	6.0 m	6.0 m	
INTERIOR LOT LINE setback (min)	7.5 m	**1.5 m**	Do not support
BUILDING Separation – residential (min)	2.4 m	2.4 m	(no change)
BUILDING Separation – non-residential (min)	6.0 m	6.0 m	
One (1) storey unenclosed Porch may encroach into the FRONT YARD (max)	0.6 m	**1.5 m**	Do not support
A balcony may encroach into the FRONT YARD (max)	0.6 m	**1.8 m**	Do not support

5.2.4.1 Street Line Setback

The Applicant is proposing to reduce the street line setback for the habitable portion of the dwelling from 6.0 metres to 5.0 metres, while the garage would continue to be setback 6.0 meters. This is primarily related to cluster development (multiple residential buildings) on Block 27. Staff have reviewed the requested amendment and do not support the approval for the reasons outlined in section 5.2.1.3 above.

5.2.4.2 Interior Lot Line Setback

The Applicant has proposed reducing the interior lot line setback from 7.5 metres to 1.5 metres. Staff note that the RBC4 zone includes a regulation (7.19.8) which removes this regulation and instead applies the side yard and rear yard setbacks in the RBC4 zone. The initial concept plan provided by the Applicant for Block 27 appears to comply with the side yard and rear yard regulations in the RBC4 zone. In staff's opinion, this amendment is not required and therefore should not be supported.

5.2.4.3 Porch and Balcony Projections

Staff have reviewed the requested amendment to permit a porch to project 1.5 metres into a front yard and a balcony to also project 1.8 metres into the front yard. Staff do not support the approval of these projections for the reasons outlined in section 5.2.1.6 above. Based on staff's review of the initial concept plan provided by the Applicant for Block 27, the proposed porches and balconies can be accommodated without projecting into the front yard. This will be further reviewed through detailed design during Site Plan Control.

5.3 Noise Study Recommendations (Holding Provision)

A preliminary environmental noise study prepared in 2022 and updated in 2024 confirmed that dwelling units along Conservation Drive will be impacted by traffic noise based on forecasted traffic volumes for 2035. The study identified predicted noise levels along Conservation Drive to be 60dBA for outdoor living areas and 55dBa for indoor living areas during daytime hours (7 am to 11 pm) which exceeds Regional criteria. During nighttime hours (11pm to 7am), noise levels are predicted to be 44dBA outdoors and 39dBA indoors which is within Regional criteria.

The noise study also recommends a holding provision be applied to Blocks 27 and 28 on the Plan to require an update to the noise study during the site plan review process to identify if noise attenuation measures are required. The report notes that a noise wall may be necessary if development occurs within 17.0 metres from the centre line of Conservation Drive. Staff do not support the instillation of a noise wall and have confirmed that, after the road widening and setbacks are applied, the nearest development could occur is 19 metres from the centre line. This should ensure a noise wall is not required. This will be reviewed further during the holding removal process and all other mitigation measures will be considered.

The report also recommends that Type A and Type C warning clauses be applied to all Offers of Purchase and Sale, lease/rental agreements, and condominium declarations for Blocks 27 and 28 informing future residents about the increased sound levels, and the opportunity to install air conditioning at the occupant's discretion. Warning clauses have been included as draft plan conditions and a holding provision has been added to the zoning for the multiple residential blocks.

5.4 Detailed Water Distribution Report (Holding Provision)

Regional staff have reviewed the Preliminary Servicing Report by Meritech dated December 2024 and agree with and accept the findings of the Report. However, Regional staff recommend a holding provision be applied to multiple residential Blocks 27 and 28, and school Block 29, to require the completion of a detailed water distribution report. The water distribution report should confirm fire flow values as information becomes available during the Site Plan process, full buildout of the subject site, along with ultimate consolidation of the Waterloo Pressure Zones infrastructure upgrades. In order to expedite the approval process, instead of applying a holding provision, a condition has been added to secure a detailed water distribution report prior to issuance of a building permit.

5.5 Townhouse Length

The Zoning By-law limits the maximum number of townhouses in a single block to six (6) units. The intent of this regulation is, in part, to encourage appropriate building massing, to facilitate articulated rooflines and to facilitate access to rear yards. The Applicant is requesting an amendment to increase the number of connected townhouse units from six (6) to eight (8) units only within Block 27, given its size and location. In Staff's opinion, the general intent of the regulation is maintained given that the request is limited to only one block and will provide flexibility in the final design.

SECTION 6 – OTHER CONSIDERATIONS

6.1 School Block

The Waterloo Region District School Board has identified the need for an elementary school in the Beaver Creek District, particularly within this Draft Plan of Subdivision. A 3.198 ha school site is proposed on Block 29. The block has frontage on Esker Lake Drive and secondary frontage on Pinery Trail and Rushing River Street. Various walkway blocks and trails have been designed to connect to the school site, including a multi-use path along the Esker Lake Drive frontage, trails in the adjacent park to the west, and a walkway connecting to Roy Schmidt Road and the adjacent Conservation Meadows neighbourhood.

6.2 Park Block

Block 30 on the Plan is proposed as parkland dedication for a neighbourhood park, adjacent to the elementary school block and the stormwater facility. The Applicant has provided an initial concept plan for the park block (see Figure 4) which includes a basketball court, junior and senior play structures, area for a rink, several trails, and dozens of trees.

The Parkland Dedication By-law (No. 2022-073) requires a minimum of 5% of the net land area for parkland dedication. Block 30 has an area of 1.408 hectares which represents 6.1% of the net land area (omitting the open space lands). However, a portion of the block will be encumbered by a sanitary sewer along the west side of the park. The encumbered parkland has an area of approximately 0.318 ha, or approximately 1.4%, reducing the overall unencumbered parkland to 1.09 ha or 4.7%.

Staff are satisfied that the size and configuration of Block 30 is an appropriate contribution towards the parkland dedication for the proposed Plan, and it believe the parkland contribution will accommodate various recreational opportunities to serve the needs of the future neighbourhood.



Figure 4: Park Concept Plan (Block 30)

6.2 Trail and Walkway Network

The Plan includes sidewalks on both sides of all roads within the 18 metre right of ways, as well as various multi-use paths or trails (see Figure 5). Blocks 34, 35, 36 and 37 will be conveyed to the City at the time of registration for walkways and trails. A multi-use

path (“**MUP**”) will be established along the west side of Esker Lake Drive, along the frontage of the elementary school. Additional trails will connect through the open space lands, the park, along the northern limit of the subdivision, and along sections of Roy Schmidt Road.

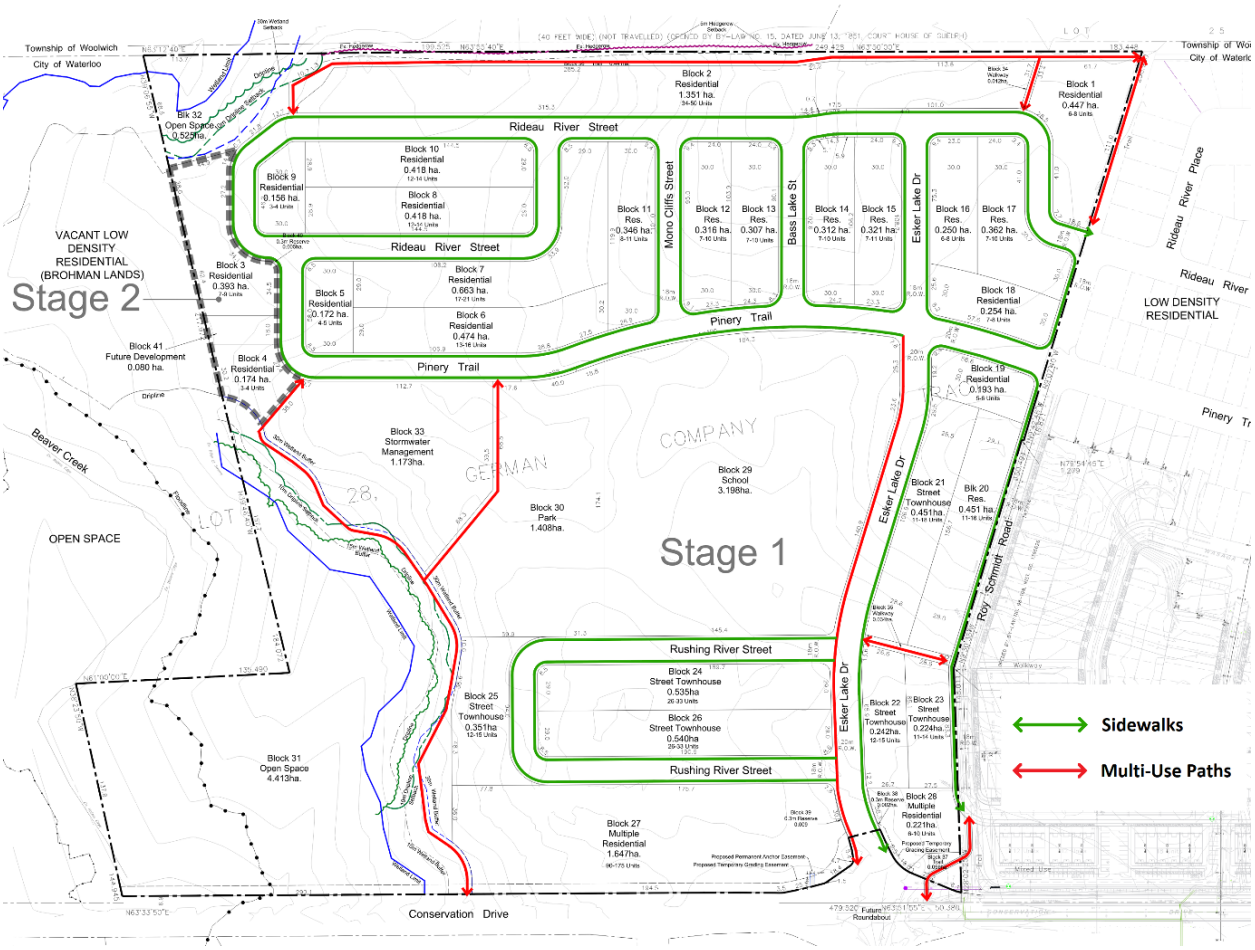


Figure 5: Sidewalks and Multi-Use Paths

An existing dirt path (see Figure 6) west of Rideau River Place will be upgraded to a full MUP, providing a safe and accessible connection between Rideau River Street and the northern city limit, as well as a community garden on adjacent farmland in Woolwich Township (see Figure 7). This MUP will continue westerly along the north limit of the Lands, and easterly connecting to the Conservation Meadows trail network and the Avon Trail.

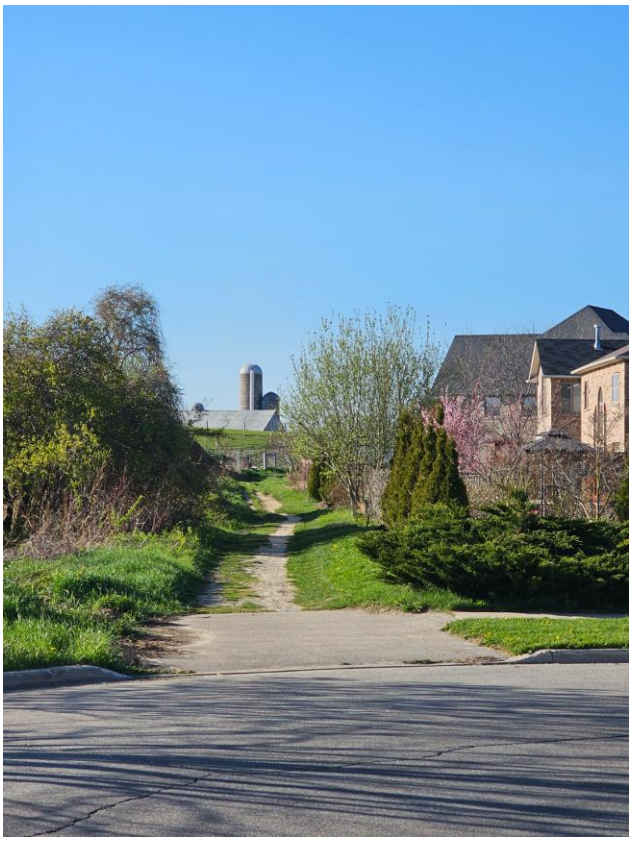


Figure 6: Existing path viewed from Rideau River St



Figure 7: Community Garden

6.4 Open Space Lands (Beaver Creek)

Beaver Creek, a tributary of Laurel Creek, passes through the westerly portion of the Lands. Blocks 31 and 32 on the Plan will be conveyed to the City at the time of registration to ensure this natural feature and associated buffers are protected by the City through municipal ownership. The blocks will be rezoned to Conservation (OS3) and appropriate subdivision conditions have been included to ensure the protection of the creek and the supporting natural features.

6.5 Stage 2 – Future development

Blocks 3, 4, & 41 on the Plan will be developed in a future stage (Stage 2) in conjunction with the adjacent lands to the west (624-640 Conservation Drive). The adjacent lands are zoned Future Determination (FD) and will require a zone change application before development can occur.

Block 41 is sufficiently sized for a local road (18 m wide) if required for access to the adjacent lands. The block is in the preferred location, although the final alignment may be adjusted through a modification to the Plan in coordination with the development

plans for the adjacent lands. Block 3 may also be modified to add a walkway or an emergency access.

6.6 Demolition Control Extension

The Applicant is seeking an additional five-year extension to obtain a building permit for the replacement of two (2) dwellings at 560 Conservation Drive and 576 Conservation Drive. The Demolition Control Area By-law (No. 2013-014) requires that replacement residential dwellings be reconstructed within 2 years of the demolition, after which a charge of $10,000.00 to $20,000.00 per dwelling would be applied.

A demolition permit for 560 Conservation Drive was issued on October 5, 2017, and a demolition permit for 576 Conservation Drive was issued on October 30, 2019. Council approved Staff Report IPPW2019-048 for 576 Conservation Drive to extend the deadline to construct the new dwelling by five years (until October 30, 2024). The Applicant has requested an additional extension for the replacement of both dwellings with a new deadline of October 30, 2030.

Staff do not oppose this request as the demolished dwellings can be replaced following subdivision registration. However, their timing is dependant upon the availability of municipal sanitary services, specifically the reconstruction of Beaver Creek Road and the easterly sanitary pump station on the Northgate lands. The road reconstruction project is scheduled to commence in mid-July 2025.

6.7 Beaver Creek Road and Conservation Drive Upgrades

The proposed subdivision depends on the planned upgrades of both Beaver Creek Road and Conservation Drive, and a sanitary pump station in the Northgate Subdivision. The subdivision’s water, sanitary, and storm services will all connect to Conservation Drive, which is dependant upon upgrades to Beaver Creek Road (phase 1 of the capital works project). The sanitary system further requires the construction of a sanitary pump station abutting Beaver Creek Road within the Northgate Subdivision. Similarly, some stormwater drainage will be sent south on Beaver Creek Road to a new communal stormwater management facility at 570 Beaver Creek Road (abutting Green Acre RV Park). Appropriate conditions in relation to the road and servicing works are included in the draft plan conditions. On June 16, 2025, City Council approved tenders for the reconstruction of Beaver Creek Road and Conservation Drive which is expected to be completed in early 2028.

6.8 Roy Schmidt Road

The City acquired Roy Schmidt Road in 1850 and opened it as a public road in 1998. It temporarily served as an emergency access when a portion of the Conservation

Meadows neighbourhood was under construction but has been closed to traffic in recent years. The Applicant, in partnership with Activa Holdings (i.e., landowner to the east), will be responsible for upgrading a portion of the road to an urban cross section (e.g., curbs, sidewalks, municipal services) and closing the southerly section connecting to Conservation Drive for a MUP (trail) only. Conditions have been included to ensure that costs are allocated appropriately and the work is coordinated.

6.9 Archeological Assessment

The Applicant has completed full archeological assessment for the Lands, including excavation and documentation of artifacts found in two specific locations on the Lands. Stage 4 mitigation was completed for both locations and the subsequent reports have been entered into the Ontario Public Register of Archaeological Reports, thereby completing the archeological assessment process for the Lands.

SECTION 7 – CONCLUSIONS

Based on staff's review of the applications, we support Zone Change Application Z-16-14 and Draft Plan of Subdivision 30T-16402 in accordance with Section 8 of report IPPW2025-041, for reasons including:

- the proposed subdivision is in keeping with Section 51(24) of the Planning Act;
- the applications are consistent with the 2024 Provincial Planning Statement;
- the applications conform to the policies of the Regional Official Plan;
- the applications conform to the policies of the City of Waterloo Official Plan;
- will contribute to a healthy, livable and complete community by adding new housing in a mixture of unit typologies, opportunities for home occupations, lands for a new elementary school, and a neighbourhood park;
- will result in the efficient use of land and existing infrastructure;
- environmental features will be protected and enhanced by buffering;
- the proposed subdivision protects the countryside line;
- the proposed subdivision is designed to be walkable, with trails and walkways connecting to adjacent trail connections, parkland and the proposed elementary school;
- the proposed subdivision is designed to accommodate transit;
- appropriate conditions of draft approval will be applied to the Plan of Subdivision; and,
- the development contributes to orderly growth and development.

SECTION 8 - RECOMMENDATIONS

A. That Staff Report IPPW2025-041 be approved.

B. That Council approve Zoning By-law Amendment Z-16-14, for the lands known municipally as 556, 560, 576 Conservation Drive, as follows:

    1. That Zoning By-law 2018-050 be amended by changing the zoning on Schedule A (Zoning Map) for the Lands from Zone Change Application (ZC) to Residential Beaver Creek Two (RBC2), Residential Beaver Creek Three (RBC3), Holding Residential Beaver Creek Four ((H)RBC4), Parks & Recreation (OS1), Conservation (OS3), and School (S) as set forth on 'Map 2' attached to IPPW2025-041.

    2. That Zoning By-law No. 2018-050 be amended by adding Site Specific Exemption 'C284' to Schedule 'C' of Zoning By-law 2018-050 as set forth in Appendix 'C' attached to IPPW2025-041 for the Lands.

    3. That Zoning By-law No. 2018-050 be amended by adding Site Specific Exception 'C284' to Schedule 'C1' of Zoning By-law 2018-050 for the Lands identified as "Subject Property" on 'Map 1' attached to IPPW2025-041.

    4. That Zoning By-law No. 2018-050 be amended by adding RBC1, RBC2, RBC3, RBC4, RBC5 to the definition of 'Low Rise Residential Area'.

C. That Council approve Draft Plan of Subdivision 30T-16402, 2115881 Ontario Ltd. (Mattamy Homes), for the lands known municipally as 556, 560, 576 Conservation Drive in the City of Waterloo, Project No. 09009.40, Drawing File Name dp09009zzc.dwg prepared by GSP Group, dated July 2, 2025, subject to the following conditions:

    1. That the City of Waterloo's site specific conditions of subdivision approval as set out in Appendix 'E' to IPPW2025-041 be applied to Draft Plan of Subdivision 30T-16402.

    2. That the City of Waterloo's standard conditions of subdivision approval as set out in Appendix 'F' to IPPW2025-041 be applied to Draft Plan of Subdivision 30T-16402.

D. That Council delegate authority to the City's Director of Planning to make administrative and minor modifications to any Standard Condition of Subdivision Approval and/or Site Specific Condition of Subdivision Approval in relation to Draft

Plan of Subdivision 30T-16402, and minor redline revisions to Draft Plan of Subdivision 30T-16402.

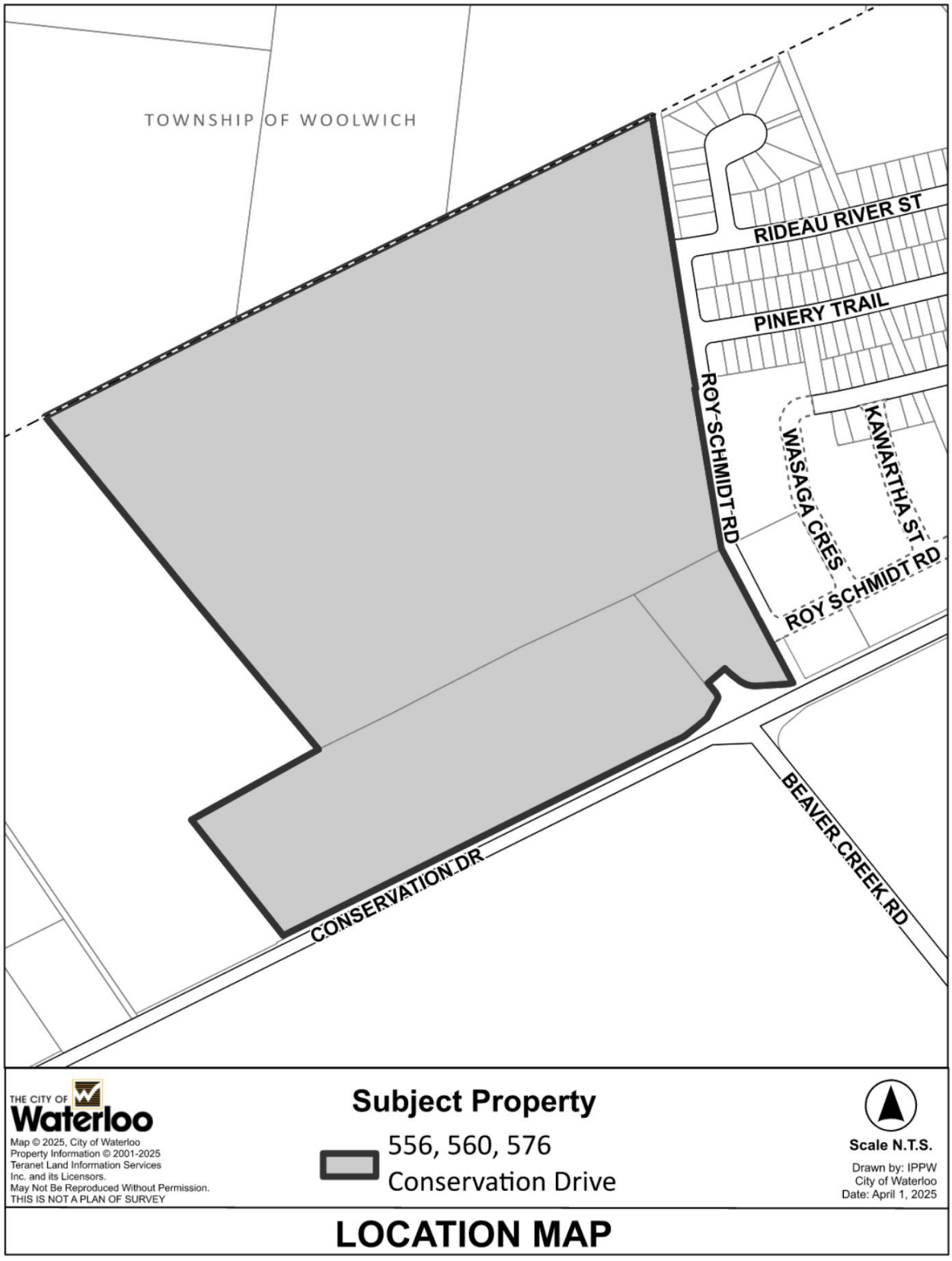
E. That Council authorize an extension of approximately thirteen (13) years and twenty-five (25) days from October 5, 2017 (Permit #17 016780 000 00 RE) to October 30, 2030, to obtain a building permit for the replacement of one (1) dwelling at 560 Conservation Drive, pursuant to subsection 6.a of the Demolition Control By-law.

F. That Council authorize a further extension of six (6) years from October 30, 2019 (Permit #19 017521 000 00 RE) to October 30, 2030, to obtain a building permit for the replacement of one (1) dwelling at 576 Conservation Drive, pursuant to subsection 6.a of the Demolition Control By-law.

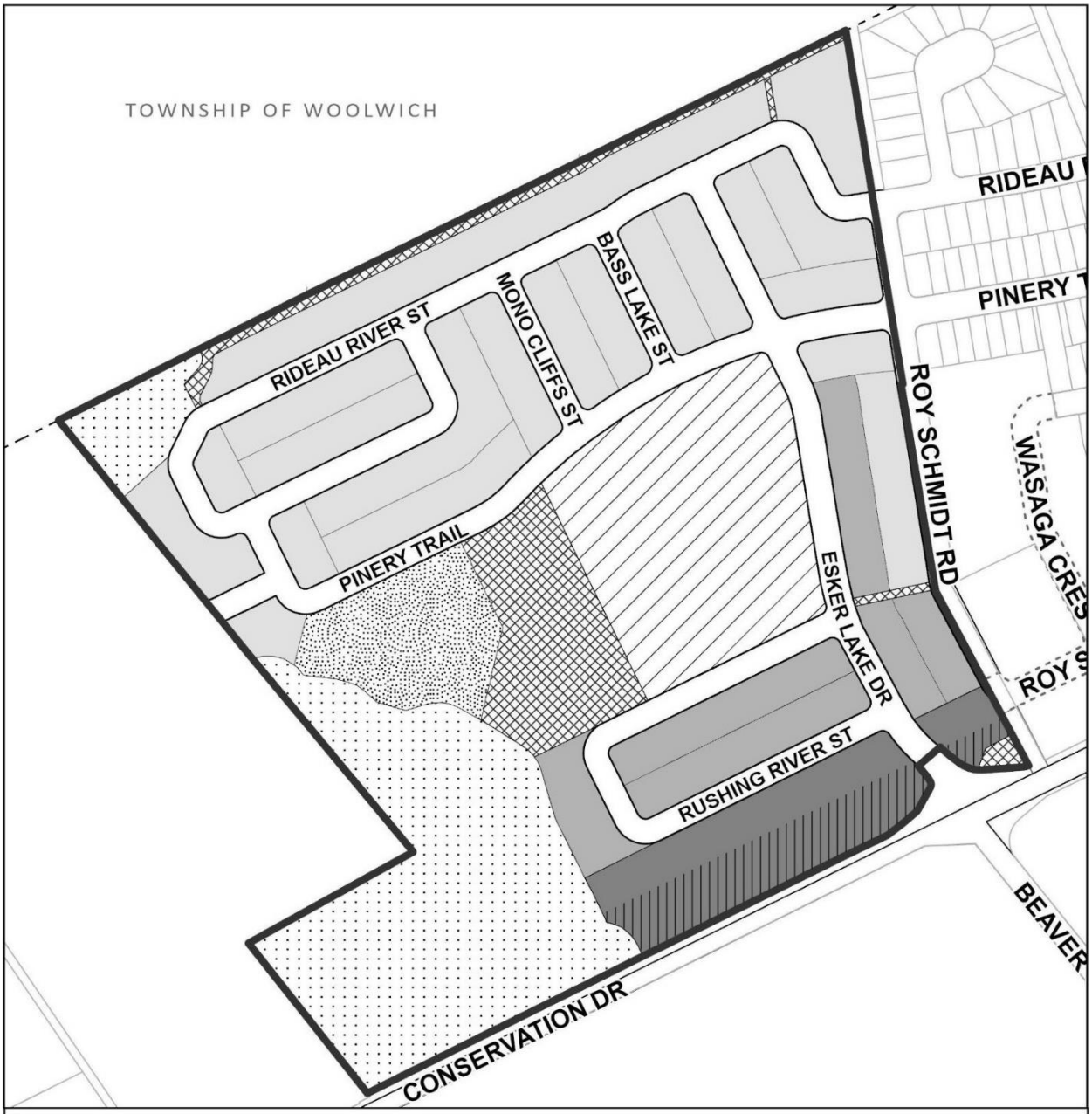
Submitted by:

John Vos, MCIP RPP
Senior Development Planner
Planning Division
City of Waterloo
john.vos@waterloo.ca

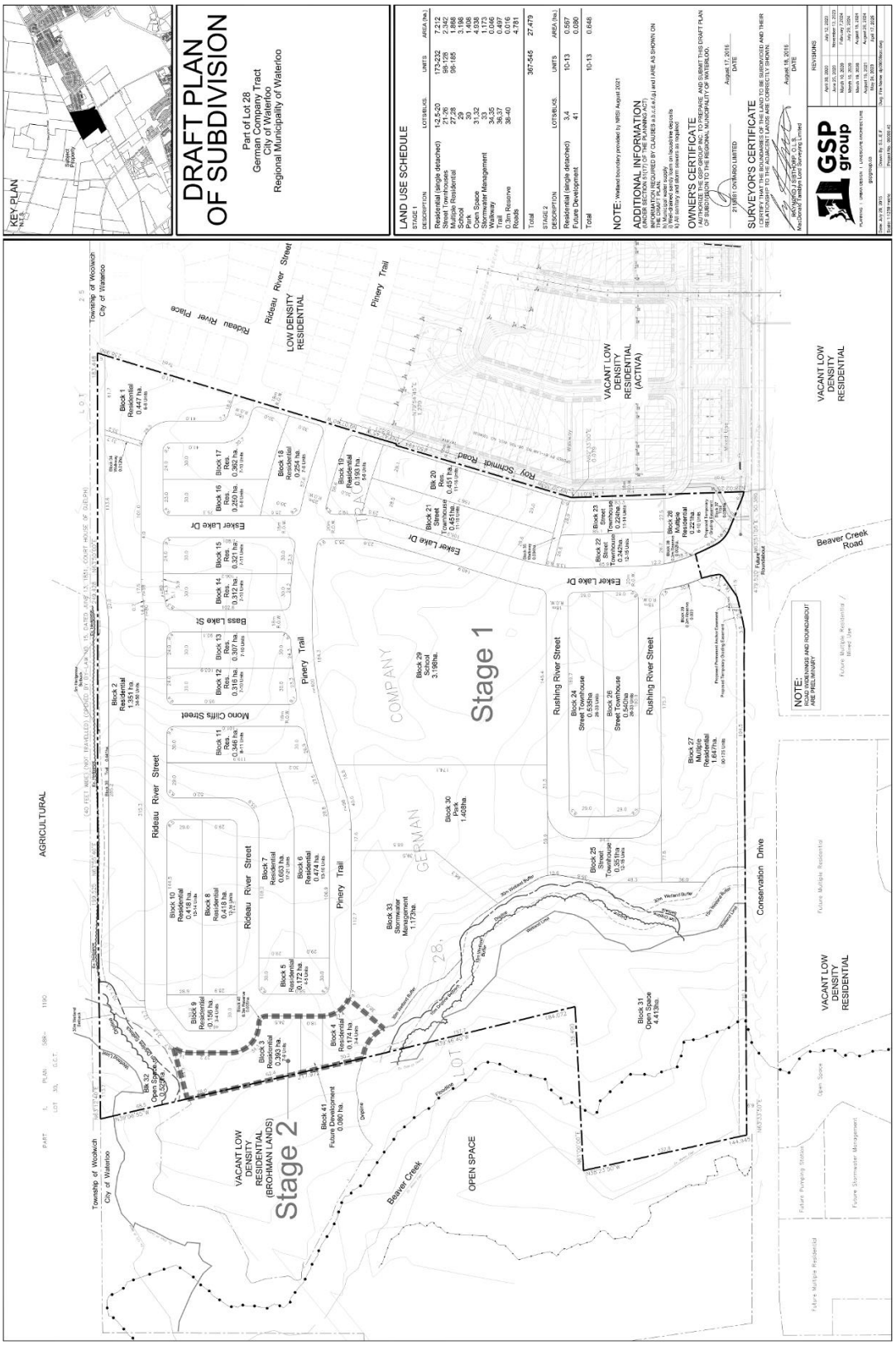
MAP 1 – LOCATION MAP



MAP 2 – PROPOSED ZONE CHANGE MAP



MAP 3 – DRAFT PLAN OF SUBDIVISION 30T-16402



APPENDIX 'A'
Minutes of the Informal Public Meeting

COUNCIL MEETING
Monday, February 26, 2018

Informal Public Meeting

Title:	**Draft Plan of Subdivision 30T-16402 & Zoning By-law Amendment Z-16-14, 2115881 Ontario Limited, 556, 560, 576 Conservation Drive**
Prepared By:	Natalie Hardacre
Ward No.:	Ward 2 – Northwest

The Chair advised that the Informal Public Meeting was the first opportunity to inform Council and the public of the application and emphasized that no decision would be made by Council at this meeting.

Joel Cotter, Director, Planning Approvals, advised the applicant is proposing to amend Zoning By-law No. 1418 by rezoning the lands from Agriculture (A) to Residential (R), Medium Density Three (MD3), Institutional (IN), Green One (G1) and Green Two (G2) with site specific provisions for the proposed R and MD3 zones. This application is being advanced in conjunction with Draft Plan of Subdivision application 30T-16402 to permit the creation of 436 - 441 residential units including single detached dwellings, townhomes and multiple residential units, a proposed new public elementary school, public park and protected open space.

Kristen Barisdale, GSP Group on behalf of the applicant provided an overview of the proposed application including the revised plan of subdivision, proposed housing types and zoning variance requests.

As no one else was present to speak to the application, the Chair concluded the Informal Public Meeting and indicated that staff will review the issues and report back to Council at a later date.

APPENDIX 'B'
Summary of Comments

PUBLIC COMMENT:
The public asked several questions during a neighbourhood meeting and through discussions with staff (via phone and email). The following is a list of common questions and staff's response.

- Will the subdivision result in the removal of the community garden?
    - The community garden is located on private property within the Township of Woolwich, north of the proposed subdivision. The subdivision will include new trails and walkways which could provide access to the community garden.
- What are the plans for Roy Schmidt Road? Will it remain open, or will it be partially closed?
    - The intersection of Roy Schmidt Road at Conservation Drive will be closed. The road will be redirected east through the Activa subdivision (30T-17403) parallel to Conservation Drive and connecting to Rideau River Street.
- When will the school be built?
    - The timing of the new school will be determined by the Waterloo Region District School Board.
- Will lots be wider and deeper than currently exist in Conservation Meadows?
    - The Applicant has proposed smaller lots which align with the Beaver Creek Meadows District Plan area.
- Will there be enough parking for townhouse development, including sufficient room for on-street parking?
    - The Residential Beaver Creek Three (RBC3) zone requires one parking space per dwelling unit. This space is within a garage and the driveway can accommodate a second parking space.
- What is the timing for construction to begin?
    - It may take a few months or a few years for construction to start within the subdivision.
    - If the applications are approved, the Applicant will begin clearing conditions including preparing detailed design of the new roads and infrastructure. This could take several months to complete.

SUMMARIZED AGENCY COMMENTS:

Waterloo Region District School Board (WRDSB)

- The school block is appropriately sized (3.198 hectares)
- The block has frontage on three (3) roads which provides opportunities for safe access, and is adjacent to the park block with trail connections
- The school block will be registered with the first stage so the lands will be available for the WRDSB to proceed to acquire and develop
- Various other conditions and comments (warning clauses) have been included in the site specific conditions.

Region of Waterloo

- The Region has requested specific conditions which have been included in the site specific conditions, including:
    - As a condition of draft approval for the related draft plan of subdivision application, Regional staff will require that the applicant enter into an agreement with the Region to complete Salt Management Plans for the multiple residential blocks as part of the future Site Plan applications and the school block prior to issuance of a building permit.
    - To support the growth anticipated from the proposed subdivision, GRT requires funds in lieu of the provision of the three (3) transit landing pads within this Subdivision.
- Regional staff has reviewed the proposed Zoning Bylaw Amendment and requested a holding provision to assess fire flows for the higher-density blocks and school site.
    - Note: A condition has been added to ensure the servicing capacity is verified prior to a building, rather than applying a building permit in order to expedite the approval process.

Grand River Conservation Authority (GRCA)

- GRCA recommends conditional draft plan approval for this application.
- Conditions have been included to ensure detailed engineering plans are prepared and accepted by GRCA prior to grading and construction.

Enova Power

- Conditions of Services: Enova's standard conditions in effect at the time of servicing will apply.
- Existing System: Enova has existing three phase primary overhead distribution lines running along Conservation Drive as well as Rideau River Street that Enova intends to maintain. Enova also has single phase distribution running down

Wasaga Crescent, Pinery Trail, and Rideau River Street. To accommodate the proposed new subdivision, Enova will use the existing overhead distribution lines as well as the underground distribution and will service the new subdivision underground.

- Relocation of Existing Facilities: Any relocation of existing Enova facilities, if possible, will be at 100% of the applicant's cost.
- Expansion and Upgrade: If modifications or additions to Enova existing distribution system is triggered by subdivision development and deemed necessary (otherwise customer connections cannot be made), Enova will conduct an economic evaluation outlined in OEB Distribution System Code. Such expansion cost will be stated in a Subdivision Agreement between Enova and the Customer and shall be signed by both parties prior to construction.
- Set Back: The proposed building(s) must be set back a minimum of 5.0m from all overhead primary conductors. Decreased setbacks (if proposed) may necessitate the installation of non-combustible barrier walls between Enova padmount transformers and the housing unit as per the Ontario Electrical Safety Code, Section 26-014. This installation would be at 100% the developer's cost and may require a revised right of way cross section to facilitate the installation due to the proximity of the padmount transformer to the sidewalk.
- Clearance: Any objects (crane, similar hoisting device, backhoe, power shovel or other vehicle or equipment) shall not be brought closer than 3 meters to an energized overhead conductor owned by Enova.
- Access to Meters: Enova requires a minimum 1.2 m (4') wide clear access in front of and around a meter location that is within 3 m (10') of the front corner of the building and is on the side of the lot where the service stub is located. If less than 1.2m (4') is provided, a registered easement on the adjacent lot must be granted at no cost to Enova. If this access/easement cannot be provided, the meter must be placed on the front face of the house. For on-street townhouse blocks, ganged meter bases must be placed on the end units in accordance with Enova's final design.
- Easement: In townhouse blocks, if there is no public right-of-way, a blanket easement over all townhouse blocks is required by Enova in order to construct and maintain hydro owned facilities. Where there is public right-of-way, individual easements to ganged meter base are required. Easement shall be at no cost to Enova and be free of encumbrances, including fences and shall be granted to Enova prior to connection.
- Road Widening: The City of Waterloo should review the pole locations in relation to any planned road widening. A larger building set back may be required to facilitate the relocation of Enova's poles.

- Grading: Any grading changes by the developer which will affect existing Enova facilities shall be reviewed and approved by Enova prior to starting any site grading.
- Landscaping: The customer is to ensure any landscaping that will be within the vicinity of Enova infrastructure complies with the ESA Planting Under or Around Powerlines & Electrical Equipment guideline.
- What Happens Next: Enova may conduct a high level hydro plan once receiving the 1st submission package. Enova will only start the detailed engineering design upon the reception of the 2nd submission package. Typical 14 weeks is required from the date of Enova receiving the 2nd submission package to the date of Enova issuing the subdivision agreement to Customer. Customer shall install road crossings as per Enova design and then install road base and curbs prior to start of hydro civil construction.

NO COMMENTS OR CONCERNS:

- Building
- Emergency Services
- Waterloo Catholic District School Board

APPENDIX 'C' – Proposed Site Specific By-law C284

Exception	Address	Zoning	File Reference
C284	556, 560, 576 Conservation Drive	RBC2, RBC3, (H)RBC4, OS1, OS3, and S	Z-16-14 and 30T-16402

Location: 556, 560, 576 Conservation Drive, as shown on Schedule 'C1' to this BY-LAW.

Site Specific Regulations:

a.) Notwithstanding anything to the contrary, the following site-specific provisions shall apply to the lands known municipally as 556, 560, 576 Conservation Drive (the "Lands"), shown on Schedule C1 to this BY-LAW as C284.

i. For the portion of the Lands zoned **RBC2**:

A. PRIVATE GARAGE width (maximum) attached to the main building: 60% of the FRONT BUILDING FAÇADE LENGTH

ii. For the portion of the Lands zoned **RBC2** and identified as **Area A** in Image 1 hereto:

A. INTERIOR LOT AREA (minimum) for a SINGLE DETACHED BUILDING: 245 m^2

B. CORNER LOT AREA (minimum) for a SINGLE DETACHED BUILDING: 319 m^2

C. INTERIOR LOT AREA (minimum) for a SEMI-DETACHED BUILDING: 204 m^2

D. CORNER LOT AREA (minimum) for a SEMI-DETACHED BUILDING: 252 m^2

E. Average LOT DEPTH (minimum): 29.0 m

F. REAR YARD setback (minimum): 6.5 m

iii. For the portion of the Lands zoned **RBC3**

A. SIDE YARD setback (minimum): 1.5 m

iv. For the portion of the Lands zoned **RBC3** and identified as **Area B** in Image 1 hereto:

A. INTERIOR LOT AREA (minimum): 143 m^2

B. CORNER LOT AREA (minimum): 225 m^2

C. CORNER LOT FRONTAGE (minimum): 8.5 m

D. SIDE YARD setback (minimum): 1.5 m

E. REAR YARD setback (minimum): 6.5 m

v. For the portion of the Lands zoned **RBC4** or **(H)RBC4**:

A. REAR YARD setback (minimum): 5.0 m

B. REAR YARD setback (minimum) adjacent to the Conservation (OS3) zone: 7.5 m

C. Density (maximum): 300 BEDROOMS per hectare

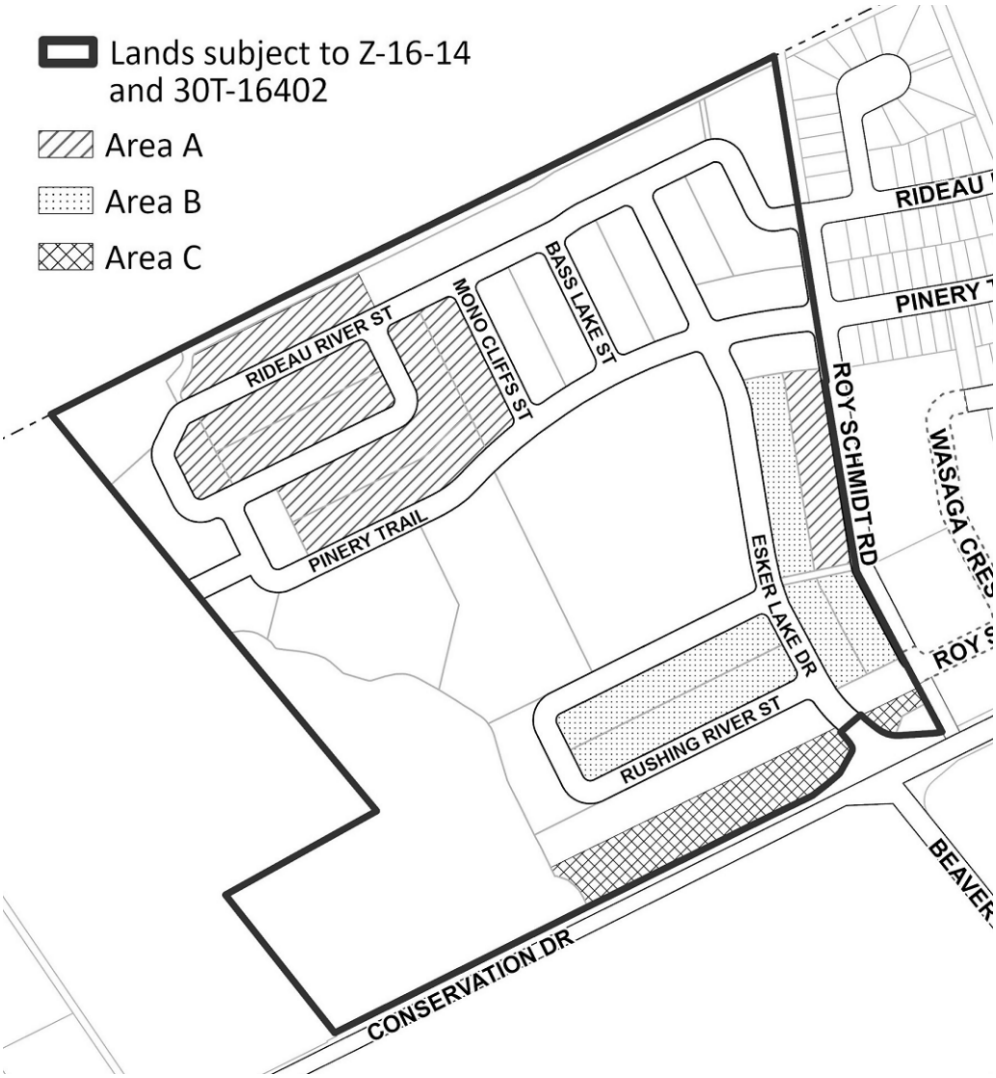
D. AMENITY AREA requirements shall not apply to STACKED TOWNHOUSE BUILDINGS

E. Number of units in a linear TOWNHOUSE BUILDING (maximum): 8 units

vi. For the portion of the Lands zoned **(H)RBC4** and identified as **Area C** in Image 1 hereto:

A. Notwithstanding anything to the contrary, a holding symbol is applied to the lands identified as "Area C" as shown on Image 1. Prior to the passing of a by-law to remove the holding (H) symbol, and prior to issuance of a building permit, the owner of the Lands shall submit a detailed noise study to the satisfaction of the CITY. The noise study shall evaluate transportation noise impacts on the proposed development, and confirm compliance with the more restrictive of: (i) the Province's Environmental Noise Guideline NPC-300; and (ii) the noise criteria specified in the Regional Official Plan. The study shall be conducted when grading plans, elevations, and floor plans are available, and in compliance with the City's Terms of Reference for Noise Studies as amended from time to time. The owner shall make secure arrangements to implement the recommendations of the approved study and shall enter into an agreement with the City under the provisions of the PLANNING ACT.

Image 1: Area Specific Regulations



APPENDIX 'E' – Site Specific Conditions of Subdivision Approval

CITY OF WATERLOO
SITE SPECIFIC CONDITIONS OF SUBDIVISION APPROVAL
DRAFT PLAN OF SUBDIVISION 30T-16402
(2115881 ONTARIO LIMITED)

ADMINISTRATION

1) "**City**" means The Corporation of the City of Waterloo, and where the context so applies, includes its council, officers, employees, servants, agents and contractors. "City of Waterloo" herein shall have a corresponding meaning.

2) For the purposes of these conditions of draft approval, "**accepted**" in the context of technical plans, drawings, reports, tenders, and contracts means the City of Waterloo's written acknowledgement that such plans, drawings, reports, tenders, and contracts sufficiently satisfy the City's requirements, specifications, and standards to allow for land development and related works to be undertaken in accordance with such plans, drawings, reports, tenders, and contracts, and subject to compliance with all conditions applied thereto by the City. "Accepted" shall not mean the "receipt" of such plans, drawings, reports, tenders, and contracts by the City. "Acceptance" and "accept" in the context of technical plans, drawings and reports shall have a corresponding meaning.

3) The City reserves the right to modify references to Stage, Block, Lot and Unit numbers.

4) The Site Specific Conditions herein are in addition to the City's Standard Conditions applicable to proposed plans of subdivision.

5) "**Draft Plan**" and "**Subdivision 30T-16402**" means Draft Plan of Subdivision 30T-16402, File Number dp09009zzc, prepared by GSP Group, dated July 2, 2025, signed by Raymond J. Sibthorp, O.L.S. of MacDonald Tamblyn Lord Surveying Limited on August 18, 2016. "Draft Plan" and "30T-16402" shall have a corresponding meaning.

6) "**Owner**" means 2115881 Ontario Limited, and includes any subsequent or other beneficial and registered owner(s) of the Lands or part thereof, and their successors and assigns.

7) "**Region**" means The Regional Municipality of Waterloo, and where the context so applies, includes its council, officers, employees, servants, agents and contractors. "Region of Waterloo" herein shall have a corresponding meaning.

8) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless otherwise stated, including the payment of any applicable taxes including HST.

9) References herein to any statute, regulation, by-law, policy, manual or any provision thereof includes amendments, revisions, re-enactments, consolidation and successor thereto.

SITE SPECIFIC CONDITIONS

These conditions of draft approval of the City of Waterloo apply to Plan of Subdivision 30T-16402, generally west of Roy Schmidt Road and north of Conservation Drive, being legally described as:

556 Conservation Drive
Part of Lot 28, German Company Tract, designated as Part 1 on 58R-18692; City of Waterloo; Regional Municipality of Waterloo; being all of PIN 22238-0960 (LT)

560 Conservation Drive
Part of Lot 28, German Company Tract, designated as Part 1 and 2 on 58R-13991 except Parts 1 and 6 on 58R-22223; City of Waterloo; Regional Municipality of Waterloo; being all of PIN: 22238-0972 (LT)

576 Conservation Drive:
Part of Lot 28 German Company Tract, designated as Part 1 on 58R-18693 except Part 2 on 58R-22223; City of Waterloo; Regional Municipality of Waterloo; being all of PIN: 22238-0974 (LT)

(hereinafter the “**Lands**”).

The Draft Plan shows the following:

Blocks 1 - 20	Residential (183 – 245 units)	7.779 ha
Blocks 21 - 26	Street Townhouses (98 – 128 units)	2.342 ha
Blocks 27 - 28	Multiple Residential (96 – 185 units)	1.868 ha
Block 29	School	3.198 ha
Block 30	Park	1.408 ha
Blocks 31 - 32	Open Space	4.938 ha
Block 33	Stormwater Management Facility	1.173 ha
Blocks 34 - 35	Walkway	0.046 ha
Blocks 36 - 37	Trail	0.497 ha
Blocks 38 - 40	0.3 metre Reserve	0.016 ha
Block 41	Future Development	0.080 ha
Rideau River Street	Municipal Street	4.781 ha
Pinery Trail	Municipal Street	

Mono Cliffs Street	Municipal Street	
Bass Lake Street	Municipal Street	
Esker Lake Drive	Municipal Street	
Rushing River Street	Municipal Street	
Roy Schmidt Road	Municipal Street	

GENERAL

0.0 The City's standard conditions of subdivision approval, attached hereto as Appendix 'F', shall apply to the Draft Plan and approval thereof.

0.1 Prior to undertaking any works on the Lands, and prior to final approval of Stage 1, the Owner shall submit a Staging Plan for the Lands and development thereon, demonstrating at a minimum:

a.) how the proposed subdivision will be registered and constructed in stages;
b.) the location and sequencing of phases within each stage, as applicable;
c.) how required services and infrastructure (including utilities) will be provided for each stage and each phase;
d.) the independent operation of each stage, including if no subsequent stage is registered;
e.) the independent operation of each phase, including if no subsequent phase is created;

to the satisfaction of the City's Commissioner of Integrated Planning and Public Works (the "**Commissioner**") or his/her delegate(s).

0.2 If required by the City, prior to the final approval of each Stage, the Owner shall enter into a subdivision agreement for the Lands, being all of the Draft Plan, to satisfy all requirements, financial or otherwise, of the City in relation to the development of the Lands. The subdivision agreement shall include a condition requiring the Owner to enter into a supplementary subdivision agreement for each stage, to satisfy all requirements, financial or otherwise, of the City in relation to said stage. The form and content of the agreements shall be to the satisfaction of the City's Director of Planning and the City Solicitor.

0.3 A clause shall be included in the Subdivision Agreement indicating that in the event a plan of condominium is applied for on any lot or block, the City may require the Owner to enter into a development agreement with the City to satisfy all requirements, financial or otherwise, of the City in relation to the proposed condominium, including but not limited to:

- design of private roads, driveways, and loading areas
- active transportation infrastructure
- services (water, sanitary, stormwater), including compliance with the Ontario Building Code
- utilities and telecommunication

- stripping of topsoil, area grading, and erosion and sediment control
- stormwater management
- emergency response
- sustainable and energy infrastructure and facilities
- parking
- municipal addressing
- easements
- shared facilities
- certifications from architects, engineers, surveyors and solicitors
- common elements (including exclusive use common elements)
- any other matter of municipal interest having regard to the nature and scope of the proposed condominium

Further, the clause in the Subdivision Agreement shall provide notice to the owner/developer of the lot or block that a plan of condominium may be denied if compliance with the Ontario Building Code cannot be demonstrated to the satisfaction of the City, including Section 7.1.5.4 of the Ontario Building Code ("Separate Services"), and that the development thereon should be designed accordingly.

The form and content of the development agreement shall be to the satisfaction of the City's Director of Planning and the City Solicitor.

0.4 Prior to site plan approval or the issuance of a building permit, whichever occurs first, for any residential building on a lot/block abutting Conservation Drive (excluding reserves), being Blocks 27 and 28 on the Draft Plan, the Owner shall provide a final environmental noise assessment for said lot/block, in accordance with the recommendations of the *Preliminary Environmental Noise Impact Assessment* prepared by Meritech, revised October 2024. The final environmental noise assessment shall be prepared by a qualified and licensed acoustical engineer and shall assess transportation noise impacts on surrounding sensitive uses. The final environmental noise assessment shall be prepared to the satisfaction of the City and may be peer reviewed by the City at the expense of the Owner. The Owner shall implement all recommendations of the accepted noise impact study, and provide certification of same, to the satisfaction of the City. If required by the City, the Owner shall enter into a development agreement with the City to implement the requirements of the final environmental noise assessment, said agreement to be registered on title to the applicable lot/block, at the discretion of the City.

0.5 Prior to final approval of Stage One, and prior to any site servicing or subdivision construction works (excluding stripping of topsoil and area grading) except as authorized by the City's Director of Engineering Services in writing, the Owner agrees as follows:

0.5.1 The segment of Beaver Creek Road from Laurelwood Drive to Conservation Drive, and the segment of Conservation Drive from Beaver Creek Road to the western limit of the Draft Plan, shall be reconstructed (including the extension of municipal water, sanitary, and stormwater services) to an urban cross section, to the satisfaction of the City's Director of Engineering Services.

0.5.2 Sanitary services shall be extended to the Lands to fully service the subdivision, unless otherwise determined by the City's Director of Engineering Services.

0.5.3 Water services shall be extended to the Lands to fully service the subdivision, unless otherwise determined by the City's Director of Engineering Services.

0.5.4 Stormwater services shall be extended to the Lands to fully service the subdivision, unless otherwise determined by the City's Director of Engineering Services.

0.6 If required by the City, prior to final approval of Stage One, the Owner shall register easements in favour of all interior freehold townhouse units in the subdivision to provide for rear yard access, to the satisfaction of the City's Director of Planning and the City Solicitor.

0.7 The Owner may undertake the following works prior to final approval of each Stage:

a.) any works authorized by or directed by the City's Chief Building Official, including as specified on a building permit;
b.) the demolition of an existing building(s) on the Lands in accordance with a demolition permit issued by the City's Chief Building Official;
c.) any works authorized by or directed by the City's Director of Engineering Services;
d.) any works authorized by or directed by the City's Director of Transportation Services, including in accordance with a Road Occupancy Permit;
e.) any works authorized by or directed by the City's Fire Chief;
f.) any works associated with a Record of Site Condition, if required.

0.8 Notwithstanding Standard Subdivision Condition 4.1, the following multiple residential blocks shall be developed in accordance with the minimum and maximum number of dwelling units as labelled on the Draft Plan, unless otherwise agreed to in writing by the City's Director of Planning, and in compliance with the applicable zoning regulations:

- Block 27 90 to 175 units
- Block 28 6 to 10 units

0.9 A clause shall be included in the subdivision agreement that the Owner shall, at its sole expense, construct homes / residential units on Blocks 27 and 28 of the Draft Plan to permit the future installation of an air conditioning system by the occupants, or supply each home / residential unit with an air conditioning system which will allow windows and exterior doors to remain closed, to the satisfaction of the City.

0.10 The following warning clauses shall be included in every Agreement of Purchase and Sale or rental agreement (prior to its execution) for homes / residential units on Blocks 27 and 28 of the Draft Plan, and a clause shall be included in the subdivision agreement regarding same:

a.) Stationary Noise:

Any warning clause(s) recommended in the accepted final environmental noise assessment required by Condition 0.4, to the satisfaction of the City's Director of Planning.

b.) Road Noise:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally 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.

This dwelling unit has been designed with the provision for adding air conditioning at the occupant's discretion. Installation of air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

0.11 A clause shall be included in the subdivision agreement that, as part of a complete building permit application and prior to building permit issuance for any home / residential unit on Blocks 27 and 28, the Owner shall implement the recommendations of the accepted final environmental noise assessment required by Condition 0.4 including as applicable on the building design plans, and, prior to occupancy, provide a written certification to the City from a professional engineer qualified in acoustics and licensed in the Province of Ontario that all such recommendations have been implemented and the development meets all sound level criteria and limits of the Ministry of the Environment, Conservation, and Parks' Publication NPC-300, to the satisfaction of the City's Director of Planning.

LANDS TO BE CONVEYED, EASEMENTS, AND STAGE 2 ON DRAFT PLAN

1.1 The following lands shall be conveyed to the City, free of charge and clear of encumbrances, immediately following final approval of the stage in which it is

located as shown on the Draft Plan, unless otherwise stated, and prior to conveyance of any other lots or blocks in the applicable stage:

1.1.1 Block 30 for municipal park purposes

1.1.2 Blocks 31 and 32 for open space purposes

1.1.3 Block 33 for stormwater management purposes

1.1.4 Blocks 34 and 35 for walkway purposes

1.1.5 Blocks 36 and 37 for trail purposes

1.1.6 Blocks 38, 39, and 40 for 0.3 metre reserve purposes

1.1.7 Block 41 for a public highway

1.2 In addition to all other easements required by the Standard Conditions of Subdivision Approval for Subdivision 30T-16402, the following easements shall be conveyed to the City, free of charge and clear of encumbrances, immediately following final approval of the stage in which it is located and prior to conveyance of any other lots or blocks in the applicable stage:

1.2.1 turning circle easements, if and as required by the City's Director of Engineering Services;

1.2.2 2.0 metre wide servicing easements abutting all highways (including roads, streets, and crescents), if and as required by the City's Director of Engineering Services.

1.3 Blocks 3, 4, and 41 on the Draft Plan will comprise a separate stage (Stage 2).

1.4 Prior to final approval of Stage 1, a clause shall be included in the subdivision agreement that Blocks 3, 4, and 41 shall not be developed except in conjunction with the adjacent lands to the west, and access to this stage shall be controlled by a 0.3 metre reserve (Block 40) along the frontage of said blocks.

1.5 Since Block 41 is intended for a future municipal road to provide access to the adjacent lands, a clause shall be included in the subdivision agreement that Stage 2 on the Draft Plan shall not be registered until the development plans for the adjacent lands have been submitted and approved to the satisfaction of the City's Director of Planning.

1.6 Prior to final approval of Stage 2, the Owner shall submit a red line revision to the Draft Plan should the final width and alignment of Block 41 need to be adjusted

based on the development plans for the adjacent lands, to the satisfaction of the City's Director of Planning.

1.7 A clause shall be included in the subdivision agreement that Block 41 shall be dedicated to the City upon final approval of Stage 2, to the satisfaction of the City's Director of Planning and the City Solicitor.

1.8 Prior to final approval of Stage 1, Blocks 3, 4, and 41 shall be graded and seeded and maintained by the Owner, at its sole expense, in a good condition, well manicured, and in accordance with applicable law including the City's Property Standards By-law 2011-122 as amended from time to time, until such time that Stage 2 has received final approval and the blocks are developed, all to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

1.9 Block 3 may include a walkway block and/or emergency access block as required for the appropriate development of the adjacent lands to the west, to the satisfaction of the City's Director of Planning. A clause shall be included in the subdivision agreement that prior to final approval of Stage 2, the location, configuration and dimensions of the walkway block and/or emergency access block shall be determined, to the satisfaction of the City's Director of Planning.

SERVICING AND ENGINEERING

2.1 A clause shall be included in the subdivision agreement that the design, construction, and operation of any private water service(s) for development on the Lands shall not create a non-municipal drinking water system(s) within the meaning of the Safe Drinking Water Act, 2002, S.O. 2002, c.32 (the "**SDWA**"), as amended from time to time.

2.2 A clause shall be included in the subdivision agreement that the design, construction, and operation of private services (water, sanitary, and stormwater) for development on the Lands shall comply with applicable law, including but not restricted to the Building Code Act, 1992, S.O. 1992, c.23 and Section 7.1.5.4 of the Ontario Building Code, to the satisfaction of the City's Chief Building Official.

2.3 Prior to the final approval of Stage 1of Subdivision 30T-16402, and prior to stripping of topsoil or area grading, the Owner shall provide and obtain acceptance of a Final Stormwater Management Plan for the subdivision demonstrating that pre-development infiltration recharge rates are maintained or enhanced as outlined in the North Waterloo Scoped Subwatershed Study (the "**NWSSS**"), to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement that the Owner shall comply with and implement the said plan at its sole expense and to the satisfaction of the Director of Engineering Services.

2.4 A portion of Subdivision 30T-16402 shall be serviced by a communal stormwater management facility (the "**CSWMF**") to be constructed on part of the lands known municipally as 570 Beaver Creek Road (formerly known as part of 580 Beaver Creek Road), provided further that:

2.4.1 Prior to the final approval of Stage 1 and prior to the commencement of site servicing or subdivision construction works within Draft Plan 30T-16402 (excluding stripping of topsoil and/or area grading approved by the City's Director of Engineering Services), the CSWMF shall be designed, constructed (excluding landscaping works, which the Owner agrees shall be secured through the provision of financial securities through the applicable subdivision agreement equal to the full value of such landscaping works) and operational in accordance with Accepted Plans and any other plans approved by an authority having jurisdiction, all to the satisfaction of the City's Director of Engineering Services.

2.5 Notwithstanding anything to the contrary, where a block within Subdivision 30T-16402 is subject to Site Plan Control pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13 (the "**Planning Act**"), no site servicing within the block shall be undertaken (excluding grading or topsoil removal, or works authorized by a Site Alteration Permit) prior to the issuance of a building permit unless written authorization has been granted for said works by the City's Director of Engineering Services or the City's Chief Building Official.

2.6 Prior to final approval of each stage, if retaining walls or the like are proposed on the Lands, the Owner shall, at its sole expense, obtain acceptance of design and construction plans (including dimensions and materials) for such walls / structures, to the satisfaction of the City's Director of Engineering Services or the City's Chief Building Official. Said plans shall include the applicable engineering drawings for the development of the Lands, to the satisfaction of the City's Director of Engineering Services. The plans shall be stamped by a qualified and licensed professional engineer prior to submission to the City, unless otherwise directed by the City's Director of Engineering Services. A clause shall be included in the subdivision agreement that the Owner shall implement said Accepted Plans to the City's satisfaction.

2.7 Prior to final approval of Stage 1, the Owner shall obtain acceptance of a Comprehensive Trail Network Plan (the "**CTNP**"), and a clause shall be included in the subdivision agreement that the Owner shall comply with and implement the CTNP at its sole expense, to the satisfaction of the City's Director of Engineering Services. The CTNP shall include construction details for the trail network on the Lands, to the satisfaction of the City's Director of Engineering Services. The plan shall include, identify and/or demonstrate:

a.) multi-use pathway ("**MUP**") / multi-use trail ("**MUT**") network within:

i. Blocks 30, 31, 33, 34, 35, 36, 37

ii. the Roy Schmidt Road right-of-way east of Block 28, connecting to Block 37 and/or to Conservation Drive
iii. the Roy Schmidt Road right-of-way east of Block 1, connecting Rideau River Street to the existing Avon Trail along the northern edge of the city limit;

b.) connections to the municipal sidewalk network;
c.) accessibility/network hierarchy distinctions
d.) easements;
e.) utilities and infrastructure;
f.) dimensions and setbacks of the trails;
g.) construction techniques and cross-sections;
h.) retaining walls and fencing;
i.) bollards, gates, seating and rest areas, lighting, and signage, as required.

The Owner shall, at its sole expense, design, construct, and maintain (until the completion of the Maintenance Period) the accepted Comprehensive Trail Network Plan, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

2.8 MUPs and MUTs within the Comprehensive Trail Network shall be designed and constructed in accordance with the following, to the satisfaction of the City's Director of Engineering Services:

a.) compliance with applicable accessibility standards;
b.) compliance with the City's Comprehensive Engineering & Landscape Manual ("**CELM**");
c.) cross slope of minimum 0.5% to maximum 2%, and a maximum running slope of 5%, or alternative slopes accepted by the City's Director of Engineering Services;
d.) minimum 3.0 metre wide surface treatment acceptable to the City's Director of Engineering Services;
e.) with the exception of walkway blocks, a minimum setback from any private property line of 1.5 metres, or alternative setback accepted by the City's Director of Engineering Services;
f.) street and trail/pathway light standards shall be situated so as not to obstruct access to or from the trails/pathways;
g.) bollard gates, as required by the City's Director of Engineering Services, at all entries;
h.) locations and details of signage including MUP / MUT rules, wayfinding, accessibility, and educational communications;
i.) where a MUP / MUT intersects a street, show the transitional node area as per City standards with bollard gates/bollards, depressed curbs, and trail signage;
j.) for areas of the trail network with steeper side slopes (greater than 3:1), if required by the City's Director of Engineering Services, the trail deck area shall be widened to accommodate both a 3.0 metre wide

trail/pathway and 1.0 metre minimum flat area on either side for user safety;

k.) incorporate a minimum 0.5 metre wide strip of sod on both sides of the trail/pathway with a maximum slope of 2%;

l.) a maximum 3:1 slope adjacent to MUP / MUT, or an alternate slope acceptable to the City's Director of Engineering Services, where it would eliminate the need for a retaining wall;

m.) appropriate guards/edge protection where the MUP / MUT is adjacent to a steep slope/retaining wall;

n.) accommodation for maintenance vehicles;

o.) where a retaining wall is abutting one side of the MUP / MUT, a minimum 1.0 metre separation between the back of the retaining wall and the property line;

p.) where there are steep slopes on both sides of a MUP / MUT, plantings on both slopes with erosion control shall be provided;

q.) all retaining walls associated with MUP / MUT must be on lands to be conveyed to the City, or subject to an easement in favour of the City acceptable to the City's Director of Engineering Services.

2.10 Prior to any site servicing or subdivision construction works within any stage of Subdivision 30T-16402, the Owner shall obtain acceptance of a Photometric Plan for street lighting and MUP / MUT lighting applicable to such stage, to the satisfaction of the City's Director of Engineering Services.

2.11 Prior to the stripping of topsoil or area grading on the Lands, the Owner shall demonstrate that the Subdivision Grading Plan(s) and Servicing Plan(s) are coordinated and aligned (above and below grade) with the City's Engineering Plans for the reconstruction of Beaver Creek Road and Conservation Drive, to the satisfaction of the City's Director of Engineering Services.

2.12 Prior to final approval of any stage, should the City's Director of Engineering Services deem it necessary to secure an additional temporary construction easement(s) to facilitate the reconstruction of Conservation Drive, or any part thereof, the Owner shall within 30 days of receipt of a written request from the City, convey to the City free of charge and clear of encumbrances the temporary construction easement(s). The location and size of which shall be to the satisfaction of the City's Director of Engineering Services. The form and content of all transfers and easements shall be to the satisfaction of the City Solicitor.

2.13 Prior to any site servicing or subdivision construction works (excluding grading or topsoil removal), the Owner shall obtain acceptance of detailed plans and supporting technical documents for proposed infiltration systems within any highway (including road, street, and crescent) in Subdivision 30T-16402, to the satisfaction of the City's Director of Engineering Services. For clarity, the acceptance or denial of such infiltration systems is at the sole discretion of the City. If accepted by the City's Director of Engineering Services, such infiltration systems

shall be constructed in accordance with the plans and technical drawings (and with financial securities) accepted by the City's Director of Engineering Services. The technical documents shall include:

a.) ongoing monitoring of the seasonally high ground water table and groundwater mounding calculations if required by the City's Director or Engineering Services;

b.) during construction inspection requirements, including geotechnical quality control, testing and reporting requirements;

c.) monitoring and operations requirements;

d.) maintenance procedures and frequency thereof.

2.14 The Owner shall, at its sole expense, design and reconstruct Roy Schmidt Road pursuant to Condition 5.4 and to municipal standards, as amended from time to time, coordinated with the development of Draft Plan of Subdivision 30T-17403, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

2.15 The Owner shall, at its sole expense, as part of the works required under Condition 2.14, provide services (water, sanitary, storm) to municipal standards, as amended from time to time, coordinated with the development of Draft Plan of Subdivision 30T-17403, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

2.16 The Owner shall, at its sole expense, as part of the works required under Condition 2.14, provide for the extension of utilities and telecommunication services, coordinated with the development of Draft Plan of Subdivision 30T-17403, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

2.17 (a) Prior to final approval of Stage 1, the Owner shall comply with all of the applicable obligations, terms and conditions set out in the following agreements to the satisfaction of the City's Director of Engineering Services and provide evidence of same: (1) *Beaver Creek Meadows Stormwater Drainage Swale – Cost Sharing Agreement dated March 19, 2025, as amended from time to time*; and (2) *Beaver Creek Meadows Servicing Works - Cost Sharing Agreement*, as amended from time to time, entered into by the City, the Owner and certain abutting landowners in respect of the provision of certain Servicing Works as defined therein;

(b) The Owner shall complete the design and construction of the street boulevard works (including multi-use pathway, street lights and landscaping) of Conservation Drive abutting the Draft Plan, as determined by the City's Director of Engineering Services and excluding allocated development charges and other secured

government funding/grants, all to the satisfaction of the City's Director of Engineering. A clause shall be included in the subdivision agreement regarding same.

2.18 A clause shall be included in the subdivision agreement that, in accordance with Standard Condition 0.5(c.), the Owner shall, at its sole expense, construct the trail network in the accepted CTNP in accordance with:

- plans and technical documents accepted by the City's Director of Engineering Services; and
- permits issued by the GRCA (where applicable),

to the satisfaction of the City's Director of Engineering Services. Notwithstanding the foregoing, the City's Director of Engineering Services may permit the construction of the trail network in the accepted CTNP or any part thereof after the timing specified in Standard Condition 0.5(c.), at their discretion.

2.19 A clause shall be included in the subdivision agreement that the Owner shall indicate the locations of MUPs, MUTs and parks on sales maps, information boards, plans, and marketing platforms (including websites) for the subdivision and homes therein. Maps identifying the specific MUPs, MUTs and park locations shall be prominently displayed in the sales office(s) and on the sales website(s) for new homes in the subdivision.

2.20 Further to Standard Subdivision Condition 11.1.(g), a clause shall be included in the subdivision agreement that the Comprehensive Fencing Plan shall indicate the location of all temporary and permanent fencing, include all applicable details, and include and/or demonstrate:

a.) 1.5 metre high black vinyl chain-link fencing;
b.) Turtle barrier fencing required under the Blanding's Turtle Habitat Mitigation Plan
c.) Property demarcation posts and living fences;
d.) Erosion and sediment control fencing;
e.) Vegetation protection fencing;
f.) Any retaining walls including indications of height;
g.) Any other fencing that may be required by the City; and
h.) Be coordinated between types and extents of fencing to avoid redundancies, unnecessary / unintended barriers, parallel/duplicate fencing.

The Comprehensive Fencing Plan shall be coordinated with the Comprehensive Trails Network Plan, the Landscape Plan, and the Erosion and Sediment Control Plan. The Owner shall, at its sole expense, design, install, maintain and monitor the accepted Comprehensive Fencing Plan until the completion of the Maintenance Period for same, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

2.21 Prior to final approval of Stage 1, the Regional Municipality of Waterloo (the "**Region**") shall provide written acceptance of the final Stormwater Management

Plan to the City's Director of Engineering Services. If the final Stormwater Management Plan addresses matters of Regional interest, such as grading where the Lands drain to a Regional Facility or source water protection, the Owner shall, prior to final approval of Stage 1, enter into an agreement with the Region to secure implementation of the Plan's conclusions and recommendations related to the matter(s) of Regional interest, to the satisfaction of the City's Director of Engineering Services.

ENVIRONMENT

3.1 A clause shall be included in the subdivision agreement that, prior to the removal of any trees on the Lands in accordance with the accepted Tree Saving and Protection Plan, all trees shall be reviewed and assessed for bird nests/potential bat roosting habitat in accordance with the *Endangered Species Act* and *Migratory Birds Convention Act*.

3.2 Garbage and Debris

Prior to final approval of Stage 1, the Owner shall remove all debris and garbage from Blocks 31 and 32, to the satisfaction of the City's Commissioner of Integrated Planning and Public Works or his/her delegate(s).

3.3 Stormwater Management Facility (Block 33)

3.3.1 After construction and prior to assumption of the stormwater management facility in Stage 1 of Draft Plan of Subdivision 30T-16402, the Owner shall prepare an operations maintenance plan for the stormwater management facility, to the satisfaction of the City, the Grand River Conservation Authority (the "**GRCA**"), and the Ministry of the Environment, Conservation and Parks (the "**MECP**").

3.3.2 The maintenance plan required in Condition 3.3.1 shall specify that in-water maintenance work should not be undertaken between May 1 and August 31 to ensure no negative impact to Blanding's Turtle.

3.3.3 Notwithstanding Condition 3.3.2, where maintenance work cannot be avoided, wildlife salvage shall be implemented immediately prior to the maintenance work commencing, to the satisfaction of the Ministry of the Environment, Conservation and Parks and the City.

3.3.4 The Owner shall prepare Standard Operating Procedures (the "**SOP**") for the opening and closing of the winter bypass valve for the stormwater management facility in Stage 1 of Draft Plan of Subdivision 30T-16402, to the satisfaction of the City's Director of Engineering Services. The SOP shall consider water quality and quantity data and/or seasonal conditions to optimize the timing of the seasonal valve operations.

A clause shall be included in the subdivision agreement regarding the foregoing.

3.4 Prior to the stripping of topsoil, area grading, land clearing, earthen works, servicing works, infrastructure works, tree removal, and final approval of Stage 1, the Owner shall, at its sole expense, implement the fencing required by the Blanding's Turtle Habitat Mitigation Plan as approved, to the satisfaction of the Ministry of the Environment, Conservation and Parks and the City's Commissioner of Integrated Planning and Public Works or his/her delegate(s). The implementation of the Blanding's Turtle Habitat Mitigation Plan shall be coordinated with the City's road reconstruction works, to the satisfaction of the City's Commissioner of Integrated Planning and Public Works or his/her delegate(s).

PLANNING, URBAN DESIGN, SCHOOL, AND WATER DISTRIBUTION

4.1 Prior to final approval of each stage, the Owner shall, at its sole expense, provide a draft registered plan for review and acceptance by the City's Director of Planning.

4.2 Prior to the final approval of Stage One, the Owner shall, at its sole expense, prepare Urban Design Guidelines for the Lands (the "**UDG**"), to the satisfaction of the City's Director of Planning.

4.3 A clause shall be included in the subdivision agreement that the Lands and all buildings therein shall conform to and implement the accepted UDG, unless otherwise agreed to by the City's Director of Planning.

4.4 The UDG shall, demonstrate consistency with the urban design policies of the Beaver Creek Meadows District Plan (the "**District Plan**"), including:

- foster design continuity within the subdivision;
- create an architectural vision and design objectives for the subdivision and buildings therein;
- assist future owners through the site plan process;
- create a common design vocabulary and standard for the subdivision and buildings therein;
- identify and protect / enhance significant focal points and views / vistas;
- establish design guidelines for above-grade utilities;
- foster high quality urban design and building architecture;
- foster connectivity; and
- foster well designed and attractive streetscapes.

4.5 As part of a site plan application pursuant to Section 41 of the Planning Act, R.S.O. 1990 c.P.13, the Owner shall, at its sole expense, submit an Urban Design Brief to the City for acceptance by the City's Director of Planning. The Urban Design Brief shall demonstrate how the proposed development is consistent with the UDG and the District Plan, to the satisfaction of the City's Director of Planning.

Development on the Lands shall conform to the accepted Urban Design Brief, to the satisfaction of the City's Director of Planning. A clause shall be included in the subdivision agreement regarding same.

4.6 Upon final approval of Stage 1, the Owner shall convey parkland to the City in accordance with Standard Condition 5.1, being Block 30 on the Draft Plan, all to the satisfaction of the City.

4.7 Prior to final approval of Stage 1, an elementary school site (the "**School Site**") shall be set aside and designated in the subdivision for school purposes, being Block 29 on the Draft Plan, which is approximately 3.198 hectares.

4.8 The School Site shall be developed and registered as part of Stage 1 and concurrent with the registration of 'Rushing River Street', 'Esker Lake Drive' and Block 30 (Park) adjacent to the School Site.

4.9 Prior to final approval of Stage 1, the Waterloo Region District School Board ("**WRDSB**") shall advise the City's Director of Planning in writing that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the WRDSB.

4.10 Prior to final approval of Stage 1, the Owner shall submit to the satisfaction of the Waterloo Region District School Board appropriate soil and environmental investigations, site grading plans, stormwater management plans, site servicing plans (sanitary, water and utilities) and archaeological investigations and pipeline details (if necessary). In the event of an identified concern, the WRDSB may commission its own studies at the cost of the Owner.

4.11 Prior to final approval of Stage 1, the Owner shall certify that all properties to be conveyed to the Waterloo Region District School Board are free of contamination.

4.12 Prior to final approval of Stage 1, the Owner shall submit to the Waterloo Region District School Board for review a copy of the final engineering plans as approved by the City, which indicates the storm drainage system that will service the School Site and the overall grading plans for the complete subdivision area.

4.13 As part of subdivision area grading, the Owner shall area grade the School Site to the satisfaction of the Waterloo Region District School Board and the City's Director of Engineering Services, to ensure that it meets the grades of adjacent lots/blocks.

4.14 The Owner shall obtain written permission from the Waterloo Region District School Board prior to stripping any topsoil or placing any fill on the School Site.

4.15 If, prior to final approval of Stage 1, the Waterloo Region District School Board elects to waive its interest in the School Site, the Waterloo Catholic District School

Board, Conseil Scolaire Viamonde, and/or Conseil Scolaire Catholique MonAvenir shall be given the opportunity to acquire the School Site, subject to the same terms and conditions of approval as the WRDSB, unless such school gives notification in writing that its interest in the School Site has similarly been waived. All waivers shall be to the Owner and the City's Director of Planning.

4.16 That prospective purchasers and renters/occupants within the subdivision be advised that, notwithstanding the designation of a School Site, there is no assurance or guarantee: (i) that a school will be constructed; (ii) if a school is to be constructed, the timing of said school construction; and (iii) that elementary school accommodation will be provided within the subdivision or any part thereof. A clause shall be included in the subdivision agreement regarding same.

4.17 Prior to the occupancy of a school on the School Site, that active transportation facilities to the School Site shall be constructed to ensure safe off-street travel options for school attendees and employees, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

4.18 Prior to final approval of Stage 1, Student Transportation Services of Waterloo Region ("**STSWR**") shall be contacted to provide any relevant comments on transportation requirements, including school vehicle routes and infrastructure needs (including pedestrian facilities), and requests for student travel plans to area schools. The registration shall address the comments as appropriate, to the satisfaction of the City's Director of Planning.

4.19 Prior to final approval of Stage 1, the Owner shall provide the WRDSB with a digital file of the plan of subdivision in either ArcGIS Shapefile, ArcGIS File Geodatabase, or AutoCAD Drawing format containing parcel fabric and street network.

4.20 Prior to final approval of Stage 1, the WRDSB shall advise the City's Director of Planning in writing that Conditions 4.7 through 4.19 have been satisfied.

4.21 Prior to the issuance of a building permit on the School Site, the Owner shall complete a Salt Management Plan for the school block (Block 29), to the satisfaction of the Regional Municipality of Waterloo.

4.22 Prior to the issuance of a building permit on the School Site, the Owner shall complete a detailed water distribution report with confirmed fire flow values for the school block (Block 29), to the satisfaction of the Regional Municipality of Waterloo.

4.23 Prior to the issuance of a building permit on Block 27, the Owner shall complete a detailed water distribution report with confirmed fire flow values for Block 27, to the satisfaction of the Regional Municipality of Waterloo.

4.24 Prior to the issuance of a building permit on Block 28, the Owner shall complete a

detailed water distribution report with confirmed fire flow values for Block 28, to the satisfaction of the Regional Municipality of Waterloo.

TRANSPORTATION

5.1 If an amendment to the Draft Plan is advanced by the Owner that has the effect of changing the traffic assumptions that would result in a material increase in the traffic generated by the subdivision or amend the road pattern as set out in the Draft Plan, the Owner agrees to submit an updated Transportation Assessment ("**UTA**") if required by the City's Director of Transportation Services in accordance with terms of reference to be approved by the City's Director of Transportation Services, as part of the application to amend the Draft Plan. A clause shall be included in the subdivision agreement regarding same.

5.2 Where an UTA is required pursuant to Condition 5.1, the following shall apply:

5.2.1 prior to updating the Transportation Assessment, the terms of reference for the study shall be accepted by the City's Director of Transportation Services;

5.2.2 the Owner shall obtain acceptance of the UTA from the City's Director of Transportation Services prior to the servicing of that stage of the Draft Plan that has been amended, or where servicing has occurred in accordance with timing specified by the City's Director of Transportation Services;

5.2.3 the Owner shall, at its sole expense, implement the recommendations of the accepted UTA, to the satisfaction of the City's Commissioner of Integrated Planning & Public Works or his/her delegate(s); and,

5.2.4 the timing of implementation of the accepted UTA as specified in Condition 5.2.3 shall be to the satisfaction of the City's Commissioner of Integrated Planning & Public Works or his/her delegate(s).

A clause shall be included in the subdivision agreement regarding same.

5.3 Highways (including roads, streets and crescents) within Subdivision 30T-16402 and Roy Schmidt Road shall be designed and constructed by the Owner, at its sole expense, to the satisfaction of the City's Director of Engineering Services. Without restricting the generality of the foregoing, this shall include:

5.3.1 Rideau River Street on the Draft Plan, an 18 metre wide highway allowance to City standards and specifications, with a 1.8 metre wide sidewalk on both sides of the road.

5.3.2 Pinery Trail on the Draft Plan,

i. a 20 metre wide highway allowance from Roy Schmidt Road to Esker Lake Drive with a 1.8 metre wide sidewalk on both sides of the road, and
ii. an 18 metre wide highway allowance from Esker Lake drive to Rideau River Street with a 1.8 metre wide sidewalk on both sides of the road,

to City standards and specifications.

5.3.3 Mono Cliffs Street on the Draft Plan, an 18 metre wide highway allowance to City standards and specifications, with a 1.8 metre wide sidewalk on both sides of the road.

5.3.4 Bass Lake Street on the Draft Plan, an 18 metre wide highway allowance to City standards and specifications, with a 1.8 metre wide sidewalk on both sides of the road.

5.3.5 Rushing River Street on the Draft Plan, an 18 metre wide highway allowance to City standards and specifications, with a 1.8 metre wide sidewalk on both sides of the road.

5.3.6 Esker Lake Drive on the Draft Plan:

i. a 20 metre wide highway allowance from Conservation Drive to Pinery Trail with a 1.8 metre wide sidewalk on the east side of the road and a 3.0 metre wide asphalt MUP along the west side of the road, and
ii. an 18 metre wide highway allowance from Pinery Trail to Rideau River Street with a 1.8 metre wide sidewalk on both sides of the road,

to City standards and specifications.

5.3.7 Roy Schmidt Road on the Draft Plan (including the adjacent lands as specified in Condition 5.4), coordinated with the development of Draft Plan of Subdivision 30T-17403 including cost sharing, on the east side of Blocks 17, 18, 19, 20, 23, 28 and 35, an 18 metre wide highway allowance to City standards and specifications with a 1.8 metre wide sidewalk on both sides of the road.

5.3.8 All turning circles shall be designed to City standards and specifications, and an easement granted over any private lands containing all or part of a turning circle for municipal highway and servicing purposes to the satisfaction of the City Solicitor.

5.3.9 All intersections shall be designed with daylight triangles in accordance with TAC guidelines, and in accordance with applicable standards and specifications of the City, to the satisfaction of the City's Director of Transportation Services.

A clause shall be included in the subdivision agreement regarding same.

5.4 The Owner agrees to design and construct the segment of Roy Schmidt Road, including associated servicing and infrastructure (including sidewalks and MUPs), to the east of the Draft Plan between Conservation Drive and the city limit, in accordance with municipal standards and to the satisfaction of the City's Director of Planning and the City's Director of Engineering Services. The total cost of this segment of Roy Schmidt Road, including the design and construction of same, shall be borne equally (50% each) by the Owner (Subdivision 30T-16402) and the owner of Plan of Subdivision 30T-17403, unless otherwise agreed to in a legally binding and executed cost sharing agreement between the parties. Prior to final approval of Stage 1, the Owner shall provide a final executed copy of such agreement to the City's Director of Engineering Services.

5.5 Prior to the issuance of building permits on Blocks 19, 20, 23, and 28, the segment of Roy Schmidt Road abutting said Blocks to Pinery Trail shall be designed and constructed in accordance with Condition 5.4, and in accordance with municipal standards and specifications, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

5.6 The improvements to and construction of Roy Schmidt Road required in Condition 5.4 shall include the design and construction of a multi-use path / multi-use trail (including associated landscaping) within the portion of Roy Schmidt Road labelled as 'Trail' on the Draft Plan, east of Blocks 28, and through Block 37 on the Draft Plan. The multi-use path / multi-use trail (including associated landscaping) shall be in accordance with municipal standards and specifications, to the satisfaction of the City's Director of Engineering Services. The total cost of the works shall be as specified in Condition 5.4.

5.7 The improvements to and construction of Roy Schmidt Road required in Condition 5.4 shall include the design and construction of a multi-use path / multi-use trail (including associated landscaping) within the portion of Roy Schmidt Road between Rideau River Street and the northern limit of the City of Waterloo. The multi-use path / multi-use trail (including associated landscaping) shall be in accordance with municipal standards and specifications, to the satisfaction of the City's Director of Engineering Services. The total cost of the works shall be as specified in Condition 5.4 excluding any allocated municipal capital funding, development charge funding, and/or other government funding/grants.

5.8 Prior to the issuance of final Site Plan Approval for Block 27 on the Draft Plan, if deemed appropriate by the City's Director of Planning for reasons of enhanced pedestrian movement, the Owner shall grant to the City, free of charge and clear of encumbrances, an easement to connect a multi-use trail or sidewalk between Conservation Drive and Rushing River Street. The form and content of the easement shall be to the satisfaction of the City Solicitor. The design, location and configuration of the easement shall be to the satisfaction of the City's Director of

Planning, having regard to minimizing impacts on the development of Block 27. A clause shall be included in the subdivision agreement regarding same.

5.9 Prior to final approval of each stage, the Owner shall provide a Traffic Calming Plan for the Draft Plan, to the satisfaction of the City's Director of Transportation Services. The Owner shall, at its sole expense, implement the accepted Traffic Calming Plan, to the satisfaction of the City's Director of Transportation Services.

5.10 In alignment with Standard Condition 12.4, prior to final approval of each stage, the Owner shall provide a Driveway Location Plan to the satisfaction of the City's Director of Engineering Services in consultation with the City's Director of Transportation Services. The required Driveway Location Plan shall:

5.10.1 minimize or eliminate conflicts between driveways;

5.10.2 minimize or eliminate driveways at / near the curves of roads, unless otherwise agreed to by the City's Director of Engineering Services and the City's Director of Transportation Services; and

5.10.3 maximize the availability of on-street parking and street tree planting.

The Owner shall, at its sole expense, implement the accepted Driveway Location Plan, and require all builders in the subdivision to implement the accepted Driveway Location Plan, to the satisfaction of the City's Director of Engineering Services. A clause shall be included in the subdivision agreement regarding same.

5.11 At the discretion of the City, the location, alignment, and configuration of driveways on the accepted Driveway Location Plan may be adjusted through detailed site design, to the satisfaction of the City's Commissioner of Integrated Planning and Public Works or his/her delegate(s).

5.12 Decorative street lights shall only be installed in locations accepted by the City's Director of Engineering Services and the City's Director of Transportation Services, and such requests may be denied at the respective Director's sole discretion.

5.12.1 If decorative street lights are permitted by the City, the Owner shall pay a one-time fee for future maintenance or replacement of said lighting. The fee shall be paid to the City prior to installation of said lighting, in the amount calculated as 10% of the decorative lighting cost (including poles, fixtures, and base) by the City's Director of Engineering Services or a minimum of $30,000.

5.12.2 All lighting, including decorative street lighting, shall conform to the standard drawings and materials in the City's Comprehensive Engineering and Landscape Manual (CELM), and the Photometric Plan required in Condition 2.10.

5.13 If any subdivision entrance features or identification features are proposed for the subdivision, the Owner shall not install such features within an existing or proposed municipal highway right-of-way without prior written approval from the City's Commissioner of Integrated Planning and Public Works. A clause shall be included in the subdivision agreement regarding same.

5.14 Any open sides of road allowances created by the subdivision shall be terminated with a 0.300 metre reserve, including Blocks 38, 39, and 40 on the Draft Plan.

5.15 The Owner shall, at its sole expense, arrange for the erection of permanent street name signs, emergency access signs, and traffic control signs and devices, as required to implement the subdivision, to the satisfaction of the City's Director of Transportation Services.

5.16 Prior to final approval of stage 1, the Owner shall enter into a registered development agreement with the Regional Municipality of Waterloo to provide sufficient funds for three (3) transit landing pads, to the satisfaction of the Regional Municipality of Waterloo.

PRIOR TO EXECUTION OF AN AGREEMENT OF PURCHASE AND SALE OR RENTAL AGREEMENT

6.1 The following warning clauses shall be included in every Agreement of Purchase and Sale or rental agreement (prior to its execution) for all residential units in the subdivision:

6.1.1 "Despite the best efforts of the Waterloo Region District School Board (WRDSB), accommodation in nearby facilities may not be available for all anticipated students. You are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may, in future, be transferred to another school. Purchasers and occupants are advised to contact the Waterloo Region District School Board and the Waterloo Catholic District School Board directly regarding school attendance boundaries."

6.1.2 "For information on which schools are currently serving this area, contact the WRDSB Planning Department at 519-570-0003 ext. 4419, or email planning@wrdsb.ca. Information provided by any other source cannot be guaranteed to reflect current school assignment information."

6.1.3 "To limit liability, public school buses operated by the Student Transportation Services of Waterloo Region (STSWR), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."

6.1.4 “Bicycle lanes may be installed along certain roads within the subdivision to provide cycling connections within the area. On-street parking is prohibited along street frontages containing bicycle lanes.”

6.1.5 “Block 27 and Block 28 on Draft Plan of Subdivision 30T-16402 are planned for multi-unit residential development, such as townhouses, stacked townhouses, multiple unit residential buildings, and low-rise apartment buildings.”

6.1.6 “Development in this subdivision is required to conform to an accepted Staging Plan and Urban Design Guidelines, to the satisfaction of the City of Waterloo, which may be amended from time to time.”

6.1.7 “Development in this subdivision may be constructed in stages and phases, meaning the construction and provision of certain facilities, amenities and parkland may occur after occupancies at an unspecified time, or not at all should a subsequent stage or phase not proceed.”

6.1.8 “Prospective purchasers and tenants within the subdivision are advised that due to the proximity of the neighbouring farming operations to the north, your property may experience farming related noises and odours from time to time that may cause concern to some individuals.”

CLEARANCES

7.1 That prior to the signing of the final plan by the City’s Director of Planning, the City is to be advised by the Waterloo Regional District School Board that Standard Condition 8.4 and Site Specific Condition 4.20 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.2 That prior to the signing of the final plan by the City’s Director of Planning, the City is to be advised by the Waterloo Catholic District School Board that Standard Condition 8.3 and Site Specific Condition 4.15 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.3 That prior to the signing of the final plan by the City’s Director of Planning, the City is to be advised by the Grand River Conservation Authority that Standard Conditions 6.1, 11.1 and 11.7 and Site Specific Condition 3.3 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.4 That prior to the signing of the final plan by the City’s Director of Planning, the City is to be advised by Canada Post that Standard Condition 8.1 has been carried out

to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.5 That prior to the signing of the final plan by the City's Director of Planning, the City is to be advised by Enbridge that Standard Condition 12.13.3 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.6 That prior to the signing of the final plan by the City's Director of Planning, the City is to be advised by Enova that that Conditions 8.2 and 12.12 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

7.7 That prior to the signing of the final plan by the City's Director of Planning, the City is to be advised by a telecommunications provider that Conditions 8.5 and 12.13 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

APPENDIX 'F' – Standard Conditions of Subdivision Approval

CITY OF WATERLOO
STANDARD CONDITIONS OF SUBDIVISION APPROVAL
DRAFT PLAN OF SUBDIVISION 30T-16402
(2115881 ONTARIO LIMITED)

(Any condition with a strikethrough is deleted with respect to this subdivision)

These conditions of draft approval of the City of Waterloo apply to Plan of Subdivision 30T-16402, generally west of Roy Schmidt Road and north of Conservation Drive, being legally described as

556 Conservation Drive
Part of Lot 28, German Company Tract, designated as Part 1 on 58R-18692; City of Waterloo; Regional Municipality of Waterloo; being all of PIN 22238-0960 (LT)

560 Conservation Drive
Part of Lot 28, German Company Tract, designated as Part 1 and 2 on 58R-13991 except Parts 1 and 6 on 58R-22223; City of Waterloo; Regional Municipality of Waterloo; being all of PIN: 22238-0972 (LT)

576 Conservation Drive:
Part of Lot 28 German Company Tract, designated as Part 1 on 58R-18693 except Part 2 on 58R-22223; City of Waterloo; Regional Municipality of Waterloo; being all of PIN: 22238-0974 (LT)

(hereinafter the "**Lands**").

For the purposes of these conditions of draft approval, "**accepted**" in the context of technical plans, drawings, reports, tenders, and contracts means the City of Waterloo's written acknowledgement that such plans, drawings, reports, tenders, and contracts sufficiently satisfy the City's requirements and standards to allow for land development and related works to be undertaken in accordance with such plans, drawings, reports, tenders, and contracts, and subject to compliance with conditions applied thereto by the City. Accepted shall not mean the "receipt" of such plans, drawings, reports, tenders, and contracts by the City. Acceptance, accept and accepted in the context of technical plans, drawings and reports shall have a corresponding meaning.

STANDARD CONDITIONS

0.1 Where there is any conflict or inconsistency between these Standard Conditions and the City's Site Specific Conditions for Draft Plan of Subdivision 30T-16402 (the "**Draft Plan**"), or where the Site Specific Conditions provide more specific direction, the Site Specific Condition shall prevail in relation to the conflict or inconsistency

unless the Site Specific Condition or part thereof is waived by the City's Director of Planning.

0.2 Prior to undertaking any works on the Lands or any part thereof including but not restricted to the installation of site services and infrastructure for the subdivision, and prior to final approval, the Owner shall enter into a standard subdivision agreement (hereinafter the "**Subdivision Agreement**") with The Corporation of the City of Waterloo (the "**City**") to satisfy all requirements, financial or otherwise, of the City for the Draft Plan. The Subdivision Agreement shall include terms, conditions, standards, requirements, obligations and covenants related to the provision of roads, installation of services, drainage, staging of development, standards of development, financial considerations and securities, legal matters, insurance, and any other and further conditions set out as part of the approval of the Draft Plan, to the satisfaction of the City. A copy of the Subdivision Agreement shall be provided to the Regional Municipality of Waterloo.

The form and content of the Subdivision Agreement shall be to the satisfaction of the City's Director of Planning and the City Solicitor.

0.3 Prior to the execution of the Subdivision Agreement, the Owner shall prepare a schedule detailing all works necessary to provide complete services and infrastructure for the Draft Plan, in accordance with City subdivision standards and procedures, and in accordance with the general specifications and conditions designated by the City and any other authority having jurisdiction (hereinafter "**Schedule 'B'**" to the Subdivision Agreement). The Owner shall undertake and pay for the works referred to as "Estimated Subdivider Cost" designated in a column set forth in Schedule 'B', and construct the said works in accordance with the standards and procedures for such a project and the general specifications of the City, to the satisfaction of the City's Director of Engineering Services. Schedule 'B' shall form an integral part of the Subdivision Agreement. The form and content of Schedule 'B' shall be to the satisfaction of the City's Director of Engineering Services.

0.4 The Subdivision Agreement shall contain a schedule detailing: (1) the installation timing and sequencing for services, infrastructure, and surface works; and (2) the calculation and payment timing for development charges (hereinafter "**Schedule 'C'**" to the Subdivision Agreement). The form and content of Schedule 'C' shall be to the satisfaction of the City's Director of Engineering Services and the City's Chief Financial Officer.

0.5 For the Draft Plan:

a.) The works referred to as "Underground Services to Base Asphalt" designated in a column set forth in Schedule 'B' shall commence within two (2) years of the execution date of the Subdivision Agreement containing the Schedule 'B', unless otherwise agreed to by the City's Director of Engineering Services.

b.) The works referred to as “Underground Services to Base Asphalt” designated in a column set forth in Schedule ‘B’ shall be completed within twelve (12) months of the commencement of installation, unless otherwise agreed to by the City’s Director of Engineering Services.

c.) The works referred to as “Surface Works” designated in a column set forth in Schedule ‘B’ shall be constructed and completed according to a timeline provided by the City’s Director of Engineering Services, but not in excess of four (4) years commencing on the date of commencement of the works referred to as “Underground Services to Base Asphalt” in Schedule ‘B’ of the Subdivision Agreement. The City’s Director of Engineering Services may extend the four (4) year time period to complete “Surface Works” where the Owner is diligently working towards completing the surface works within the four (4) year period but additional time is warranted, as determined by the City’s Director of Engineering Services.

d.) Development Charges will be calculated in accordance with the City’s Development Charge By-law and any amendments thereto, and paid immediately prior to the issuance of a building permit at one hundred percent (100%) of the applicable development charge rate, unless otherwise directed by applicable law including the City’s Development Charge By-law.

0.6 The Subdivision Agreement shall include a schedule detailing grading and drainage requirements for landowners in the subdivision (hereinafter “**Schedule ‘D’**” to the Subdivision Agreement). The form and content of Schedule ‘D’ shall be to the satisfaction of the City’s Director of Engineering Services.

0.7 On corner lots, the flankage building façade elevation shall contain the same exterior finishes and architectural details as the front building façade elevation, to the satisfaction of the City’s Director of Planning. The foregoing may include wrap-around porches, windows, doors and roof lines to maintain architectural continuity to the streetscape.

0.8 Development on the Lands shall comply with applicable zoning by-laws, to the satisfaction of the City’s Director of Planning.

FINANCIAL

1.1 Letter of Credit

1.1.1 Prior to undertaking any works on the Lands or any part thereof including but not restricted to the installation of site services and infrastructure for the subdivision, and prior to final approval, the Owner shall provide to the City financial securities for the subdivision in the form of an irrevocable standby

letter of credit (hereinafter the "**Letter of Credit**"). The Letter of Credit shall be from an approved financial institution acceptable to the City, in a form and with content acceptable to the City's Chief Financial Officer, and in an amount equal to one hundred percent (100%) of the cost of the works referred to as "Underground Services to Base Asphalt" as set forth in the column designated "Estimated Subdivider Cost" in Schedule 'B', or such higher amount as determined by the City's Commissioner of Integrated Planning & Public Works to fully indemnify the City against all subdivision/ development and related costs for which the Owner is responsible in relation to the Draft Plan. The Letter of Credit shall be security for matters including:

- subdivision services, infrastructure, works, and covenants and obligations for which the Owner is responsible in relation to the Draft Plan; and

- financial obligations of the Owner in relation to the Draft Plan.

Wherever a Letter of Credit is required to be filed with the City, the Owner may deposit with the Chief Financial Officer, a bank draft, certified cheque, or bond pursuant to O. Reg. 461/24 in an amount equal to the Letter of Credit and such deposit shall be held by the City as financial securities to indemnify the City against subdivision/development and related costs for which the Owner is responsible in relation to the Draft Plan, provided that no interest shall be payable on any such deposit and the deposit amount and terms are acceptable to the Chief Financial Officer and the City Solicitor.

1.1.2 The Letter of Credit shall provide the City with full security to cover the cost of all uncompleted works and unpaid costs of the Owner at all times during the development of the Lands and throughout the Maintenance Period as described in Condition 2.1 herein (the "**Maintenance Period**").

1.1.3 Where the Owner does not satisfy its/their obligations in relation to the Draft Plan, the City may draw down / on the Letter of Credit in part or in full to satisfy said obligations and any other amounts that are overdue or owing from the Owner to the City in relation to the Draft Plan, together with interest thereon at fifteen percent (15%) per annum. Where the Letter of Credit is drawn down / on, the Owner shall replace or increase the Letter of Credit to its original value (being the amount prior to the said draw) within fifteen (15) business days of receiving notice of the said draw.

1.1.4 Subject to the approval of the City's Chief Financial Officer and the City's Director of Engineering Services, and at the discretion of the City, the Letter of Credit may be reduced to fifteen percent (15%) of the value of the completed works plus one hundred percent (100%) of the value of the uncompleted works plus one hundred percent (100%) of any amount that is overdue or owing from the Owner to the City in relation to the Draft Plan (the

"**Retained LC**"). In no case shall less than fifty thousand dollars ($50,000) be retained.

1.1.5 The Letter of Credit shall not be reduced as set forth in Condition 1.1.4 until:

a.) the Owner's consulting engineer has certified to the City's Director of Engineering Services that the works, services and infrastructure for the Draft Plan are substantially complete as defined in the *Construction Act*, R.S.O. 1990, c. C.30 or successor thereto (the "**Construction Act**");

b.) all required statutory declarations and advertising under the Construction Act have been completed; and,

c.) all of the work has been paid for and no person has filed a lien claim within the prescribed periods under the Construction Act,

(the "**Certification Date**"), and the Owner has submitted a written request to the City's Director of Engineering services for said reduction.

1.1.6 The Retained LC shall be held by the City following the Certification Date for the entire Maintenance Period to indemnify the City against the cost of any:

a.) required maintenance, replacement, repair and/or restoration of completed subdivision works (including subdivision services and/or infrastructure);

b.) uncompleted subdivision works; and

c.) any amount that is overdue or owing from the Owner to the City in relation to the Draft Plan.

1.1.7 Prior to the installation of "Surface Works" as set forth in the column designated "Estimated Subdivider Cost" in Schedule 'B', the Letter of Credit deposited with the City shall be increased to fully indemnify the City against all costs related to the installation of said Surface Works, to the satisfaction of the City's Director of Engineering Services.

1.1.8 Prior to undertaking any works for subsequent stages or phases of the Draft Plan (if any), the Letter of Credit deposited with the City shall be increased to fully indemnify the City against all costs related to the development of the subsequent stage(s) or phase(s) of the Draft Plan, to the satisfaction of the City's Director of Engineering Services.

1.2 Estimated Subdivider Costs

The Owner shall install and pay for the works referred to as “Estimated Subdivider Cost” designated in a column set forth in Schedule ‘B’, and such installation shall be within the time limits set out in Schedule ‘C’, to the satisfaction of the City. The works shall be undertaken, constructed and installed:

a.) in accordance with applicable law, including applicable by-laws, statutes and regulations;

b.) in a good workmanlike manner by persons qualified and licensed to undertake such works;

c.) in accordance with the engineering drawings and plans accepted by the City;

d.) in accordance with tender and contract documents accepted by the City; and,

e.) to the satisfaction of the City.

1.3 Update Schedule ‘B’

If requested by the City’s Director of Engineering Services, the Owner shall forthwith update Schedule ‘B’ to the satisfaction of the City’s Director of Engineering Services. If the City’s Director of Engineering Services determines that the Letter of Credit posted by the Owner for the Draft Plan is insufficient to fully indemnify the City against the costs set out in the updated Schedule ‘B’, the Owner shall forthwith increase the Letter of Credit to fully indemnify the City against the costs set out in the updated Schedule ‘B’, to the satisfaction of the City’s Director of Engineering Services and the City’s Chief Financial Officer.

1.4 Additional City Charges

The Owner shall pay standard City charges for services and works performed by the City, including but not restricted to site engineering inspections, valve inspections/operations, and street signs. The Owner shall pay the said charges within thirty (30) days of being invoiced by the City, unless the works are carried out by the Owner under the authorization of the City and to the satisfaction of the City.

1.5 Engineering Fee

The Owner shall pay the City’s Engineering Fee being five percent (5%) of the cost of the works referred to as “Estimated Subdivider Cost” designated in a column set forth in Schedule ‘B’ for engineering and administration costs incurred by the City. Two percent (2%) shall be paid at first submission of engineering drawings and the

remaining three percent (3%) shall be paid at final submission of engineering drawings.

1.6 Agreement Compliance and Implementation Costs

The Owner shall pay one hundred percent (100%) of the cost to comply with and implement the Subdivision Agreement and any supplementary agreement(s) thereto, unless otherwise stated in the said agreements and excluding allocated municipal capital funding, development charge funding, and/or other government funding/grants.

1.7 Cost of Subdivision Works

The Owner shall pay one hundred percent (100%) of the cost of all subdivision, grading, drainage, stormwater, servicing, utility, telecommunication, infrastructure, parks, trails, and open space works (including design, installation and construction) required to develop the Lands and the Draft Plan, excluding any allocated municipal capital funding, development charge funding, and/or other government funding/grants. The said works shall include, but not be restricted to, sanitary sewers, drainage works, storm sewers, watermains, valves, hydrants, underground structures, all electrical distribution apparatus, lighting apparatus, pipes, pedestals and transformers, driveway ramps, streets, pavements, curbs, gutters, walkways, trails, bridges, fences in public right-of-ways, boulevard landscaping (including trees), street name signs, traffic control signs, sidewalks, and all necessary connections, appurtenances and outlets to the foregoing services, works and facilities.

1.8 Cost To Install Works – Schedule “B” – City

a.) Where a portion of the cost of the works set out in Schedule ‘B’ will be borne by the City and/or development charges, the award of the contract for such works shall be approved by the City and shall be in accordance with City tendering policies and practices.

b.) Where a portion of the cost of the works set out in Schedule ‘B’ will be borne by the City and/or development charges, the City shall pay its share of the cost after the City issues the start of maintenance letter for the works and Council has approved funding for the works. Where development charges fund all or part of the works, the development charge monies shall be paid after:

i.) the City’s Chief Financial Officer confirms that sufficient funding exists in the development charges account to fund the works;

ii.) the works are identified in the current year or preceding year(s) of the City’s approved capital budget, as amended from time to time;

iii.) the tender for the works has been awarded; and,

iv.) the Owner pays its share of the works.

The foregoing shall be to the satisfaction of the City.

1.9 Contravention - Building Permit

If the Owner requests a building permit(s) while it is / they are in contravention of the Subdivision Agreement and/or any supplementary agreement thereto, any issuance of a permit shall: (i.) in no way affect the rights of the City at law to enforce the Subdivision Agreement and/or any supplementary agreement thereto; (ii.) in no way affect the rights of the City to require the Owner to remedy said contravention upon written demand; (iii.) in no way affect the rights of the City to draw down / on any Letter of Credit; and (iv.) not be deemed to be a waiver by the City of the Owner's obligations under the Subdivision Agreement and/or supplementary agreement thereto.

1.10 Registration Costs

All costs incurred by the City related to the preparation, review, drafting, processing and registration of legal instruments related to the Draft Plan, including but not restricted to the Subdivision Agreement and any supplementary agreement(s) thereto, shall be borne by the Owner.

1.11 Taxes

Prior to final approval, the Owner shall pay in full all taxes owing and to be levied on the Lands as they fall due and in accordance with the assessment and collector's roll, to the satisfaction of the City.

1.12 Legal Costs

Within thirty (30) calendar days of being invoiced, the Owner shall pay all legal fees and disbursements incurred by the City with respect to the Draft Plan, including but not restricted to the preparation, review, drafting, processing and registration of the Subdivision Agreement and any supplementary agreement(s) thereto.

1.13 Failure of Owner

If the Owner fails or neglects to conform with any condition of approval applied to the Draft Plan, or if the Owner fails or neglects to comply with any term or provision of the Subdivision Agreement or any supplementary agreement thereto, the City may provide written notice of such failure or neglect and require rectification by the Owner within a specified period of time. If the Owner has not remedied the failure

or neglect within the timeline set out in such notice, or is not diligently working towards remedying the failure or neglect (other than a financial default) as determined by the City, the City may without notice enter upon the Lands and:

a.) proceed to supply all equipment, material and professional services necessary to implement the subdivision on the Lands in accordance with the approved Draft Plan, and undertake all necessary work in connection with the Owner's obligations in relation to the Draft Plan, and charge the cost thereof together with applicable engineering and administrative fees/charges to the Owner who shall forthwith pay the same upon demand; or,

b.) proceed to return the Lands to a vacant state with grades and ground cover acceptable to the City's Director of Engineering Services, and charge the cost thereof together with applicable engineering and administrative fees/charges to the Owner who shall forthwith pay the same upon demand.

Upon such entry by the City:

c.) the Letter of Credit and financial securities placed on deposit with the City in relation to the Draft Plan may be drawn down / on by the City to: (i.) to remedy the failure or neglect; (ii.) for the purposes set out in Condition 1.13(a.); and (iii.) for the purposes set out in Condition 1.13(b.);

d.) further building permits for the Lands shall not be issued by the City until: (i.) the failure or neglect has been rectified, to the satisfaction of the City; and (ii.) sufficient monies or securities are submitted to the City to fully indemnify the City against all subdivision/development costs for which the Owner is responsible in relation to the Draft Plan.

1.14 Damage to Municipal Infrastructure

The Owner shall be responsible to the City for the cost of damage done to:

- any public service
- any municipal infrastructure / works
- any municipal lands / property,

in the immediate vicinity of the Lands during the development of the Draft Plan, including servicing and/or construction works, by anyone other than the City, unless the Owner demonstrates to the reasonable satisfaction of the City's Commissioner of Integrated Planning & Public Works that such damage was not caused by any employee, contractor, supplier or agent of the Owner or anyone building a home on the Lands or any employee, contractor, supplier or agent of anyone building a home on the Lands. If, in the opinion of the City's Commissioner of Integrated Planning & Public Works, such damage was caused by the Owner (or its employees, contractors, suppliers or agents) or a homebuilder in the

subdivision (or its employees, contractors, suppliers or agents), and the Owner fails to repair such damage or pay to the City the cost of such damage:

a.) the City may draw down / on the Letter of Credit or any other financial security related to the development of the Lands to repair the damage and recover municipal engineering, facilities, legal, insurance and administrative costs incurred by the City.

Any dispute between the City and the Owner as to the responsibility for any damage shall be resolved by a third party consulting engineer retained by the City and paid for by the Owner, and the decision of the third party consulting engineer shall be binding on the City and the Owner.

1.15 Five (5) Year Lapsing Provision

Pursuant to Section 51(32) of the *Planning Act*, R.S.O. 1990 c.P.13 as amended (the "**Planning Act**") the approval of the Draft Plan may lapse if the plan is not granted final approval within five (5) years at the discretion of the City. Extensions may be considered by the City in accordance with the Planning Act, if a written request from the Owner is received before the Draft Plan approval lapses.

MAINTENANCE PERIOD

2.1 Maintenance Period

a.) Subdivision Maintenance Period

The Owner shall warrant and guarantee all works, services and materials set out in Schedule 'B' for which the subdivider is responsible against all defects until the completion of the Maintenance Period. The Maintenance Period shall commence on the date the City issues a Substantial Completion Certificate following the substantial completion of the associated works, services and materials to the satisfaction of the City's Director of Engineering Services and where applicable following the Certification Date, and shall continue for at least twenty-four (24) months until a final inspection has been undertaken by the City and the City issues a Final Acceptance Certificate. The Maintenance Period may exceed twenty-four (24) months where and if required by the City's Director of Engineering Services. The Owner shall, at its sole expense, maintain the works, services and materials until the completion of the Maintenance Period. The acceptance of all works, services and materials by the City shall be in writing. Underground works, up to and including the base course of asphalt, may be accepted separately from above ground works. Above ground works may be accepted on a street by street basis, at the discretion of the City's Director of Engineering Services.

b.) Parks, Open Space, Etc. – Maintenance Period

In addition to all other maintenance requirements including condition 2.1(a.), the Owner shall warrant and guarantee all works, services and materials (including plant material) for which the subdivider is responsible that are installed within parks, parkettes, open space, trails, buffers, restoration areas, greenbelts, right of ways, boulevards, berms, and the like against all defects until the completion of the Maintenance Period, including plant materials in a good and healthy condition as determined by the City's Director of Engineering Services. The Maintenance Period shall commence on the date the City issues a Substantial Completion Certificate following the substantial completion of the associated works, services and materials to the satisfaction of the City's Director of Engineering Services, and shall continue for at least twenty-four (24) months until a final inspection has been undertaken by the City and the City issues a Final Acceptance Certificate. The Maintenance Period may exceed twenty-four (24) months where and if required by the City's Director of Engineering Services. The acceptance of all works, services and materials by the City shall be in writing. The Owner shall, at its sole expense, maintain the said works, services and materials until the completion of the Maintenance Period. Maintenance standards and requirements shall be as determined by the City's Director of Engineering Services for such works, acting reasonably.

ENGINEERING

3.1 Works in Schedule "B"

The works set out in Schedule 'B' shall include all works, services and infrastructure required to fully implement the subdivision (or a stage thereof where the context so applies) in accordance with City standards and procedures for such a development as determined by the City's Director of Engineering Services, and in accordance with the general specifications and conditions applied by the City and any other authority having jurisdiction. The cost estimates for the works, services and infrastructure as set out in Schedule 'B' shall be accurate and complete in all respects, to the satisfaction of the City's Director of Engineering Services.

3.2 Inspection Services

3.2.1 The Owner shall retain, at its sole expense, a qualified and licensed consulting engineer or other qualified professional, acceptable to the City's Director of Engineering Services, to undertake design, construction, supervision and inspection services of the works set out in Schedule 'B'.

3.2.2 The City shall have the right to inspect the installation of all subdivision works at any time and without notice. If, in the opinion of the City, the works are not being carried out in accordance with the accepted engineering drawings and conditions thereto, contract documents, and/or in accordance with good engineering practice, the City may direct the consulting engineer / qualified professional to stop all or any part of the installation / works until such time as the installation / works are carried out to the satisfaction of the City.

3.2.3 The Owner shall deliver to the City a certificate from the consulting engineer / qualified professional certifying that the works set out in Schedule 'B' have been installed in accordance with the accepted engineering drawings and conditions thereto, contract documents, and good engineering practice. The form and content of the said certificate shall be to the satisfaction of the City's Director of Engineering Services.

3.3 Contracts and Insurance

3.3.1 All contracts between the Owner and any contractor for any work to be done in relation to the Draft Plan shall be with a contractor acceptable to the City and contain a provision binding the contractor to obtain and maintain liability insurance in an amount satisfactory to the City, and in the case of such insurance the City shall be named as a co-insured and the said insurance shall not be less than five million dollars ($5,000,000) with a deductible acceptable to the City. The said insurance certificate shall be delivered to the City's Director of Engineering Services prior to the commencement of any works on the Lands including but not restricted to topsoil removal and area grading.

3.3.2 If required by the City, all contracts between the Owner and any contractor for any work to be done in relation to the Draft Plan shall be subject to the prior acceptance of the City's Director of Engineering Services.

3.4 Works Carried Out In Accordance With Accepted Plans and Reports

All works related to the development of the Lands including those set forth in Schedule 'B' shall be constructed, installed, and carried out in accordance with plans and reports accepted by the City, and if required by the City in accordance with tender and contract documents accepted by the City. All plans and reports shall be prepared by licensed and qualified professionals who are acceptable to the City.

3.5 Responsibility of Works, Services and Infrastructure

The Owner shall, at its sole expense, be responsible for the maintenance and repair of all works, services and infrastructure constructed, installed, and carried

out for the Draft Plan until the completion of the Maintenance Period as described in Condition 2.1.

3.6 Servicing Staging

The Owner shall proceed with and undertake the installation of works, services and infrastructure for the subdivision on the Lands as promptly as good practices permit and in accordance with staging of development accepted by the City. The City's Director of Engineering Services may specify in what order and to what lands the works, services and infrastructure are to be carried out / installed, and may require steps to be undertaken by the Owner (at its sole expense) to protect public infrastructure, public lands, and existing works installed for or in relation to the Draft Plan.

3.7 No Expansion of Services

3.7.1 Municipal services shall not be extended beyond the limits of the Lands, or expanded or connected to in any way without the prior written conditional approval of the City.

3.7.2 Municipal services shall not be extended beyond the limits of any stage of the Draft Plan, without the prior written conditional approval of the City.

3.8 Servicing in the Public Interest

If works, servicing and infrastructure for the Draft Plan are not constructed, installed and/or carried out in accordance with accepted plans, contract documents, tenders, and staging of development, and/or where the City determines it to be in the public interest to provide such works, services and infrastructure to secure orderly development and/or public health and safety, the City may at its sole discretion proceed with the engineering and construction of such works, services and infrastructure at the Owner's expense and the cost thereof shall be a charge upon the Lands and a debt payable by the Owner to the City. The City may draw down /on the Letter of Credit and any other financial security related to the Draft Plan to undertake the works, services and infrastructure. This provision shall not extend to the servicing of adjacent privately held lands under usual circumstances.

3.9 Servicing And Infrastructure Works Prior to Final Approval

3.9.1 Where the Owner wishes to proceed with the installation of works, services and infrastructure prior to final approval, the following shall be required:

a.) the zoning for the subdivision on the Lands shall be in force and effect;

b.) acceptance of all engineering drawings and reports referred to in Conditions 12.1 to 12.6 inclusive;

c.) acceptance of all plans referred to in Conditions 11.1, 11.2 and 11.3;

d.) acceptance of any Environmental Impact Study required for the Draft Plan, and implementation of its recommendations;

e.) completion of the pre-development monitoring referred to in Condition 6.1;

f.) acceptance of the subdivision plan showing the final lotting for registration of all lands being serviced, to the satisfaction of the City's Director of Planning;

g.) written conditional authorization from the City's Director of Engineering Services;

h.) receipt by the City of the Letter of Credit referred to in Condition 1.1;

i.) receipt by the City of the Engineering Fee referred to in Condition 1.5;

j.) receipt by the City of the insurance certificate referred to in Condition 3.3;

k.) execution of the Subdivision Agreement referred to in Condition 0.2; and

l.) any additional conditions and/or agreements as required by the City having regard to the nature and scope of the lands to be serviced, and to the works to be undertaken.

Clauses 3.9.1(a.) to (l.) inclusive shall be at the Owner's expense and to the satisfaction of the City's Commissioner of Integrated Planning & Public Works.

3.9.2 If the Owner receives authority to proceed with the installation of works, services and infrastructure prior to final approval, the installation of such works, services and infrastructure shall be at the Owner's sole risk and the Owner shall indemnify the City with respect to any claim or loss which may occur as a result of the installation of works, services and/or infrastructure prior to final approval including all costs thereto, to the satisfaction of the City Solicitor. If the final plan is not approved or if registration is rescinded, the Owner agrees to undertake all measures required by the City to stabilize the Lands and to ensure that erosion control measures are in place, to the satisfaction of the City's Director of Engineering Services.

3.10 Service Upgrades

Where and if required by the City's Director of Engineering Services, the Owner shall, at its sole expense (excluding any allocated municipal capital monies, development charge monies, and other secured government funding/grants), design, construct, install, upgrade, and warranty to current municipal standards all servicing infrastructure and works beyond the limits of the Lands required to service and develop the subdivision, including related restoration works, to the satisfaction of the City's Director of Engineering Services. The design and methodology of construction of the works must be accepted by the City and any other authority having jurisdiction prior to the Owner undertaking the works, and may be subject to City conditions including the requirement of the Owner to obtain and maintain liability insurance in an amount satisfactory to the City, and in the case of such insurance the City shall be named as a co-insured and the said insurance shall not be less than five million dollars ($5,000,000) with a deductible acceptable to the City.

3.11 Street Upgrades

Where and if required by the City's Director of Engineering Services, the Owner shall, at its sole expense (excluding any allocated municipal capital monies, development charge monies, and other secured government funding/grants), design, construct, upgrade, and warranty to current municipal standards any streets beyond the limits of the Lands required to access the subdivision or accommodate traffic from the subdivision, including related restoration works, to the satisfaction of the City's Director of Engineering Services and the City's Director of Transportation Services. The design and methodology of construction of the street upgrades must be accepted by the City and any other authority having jurisdiction prior to the Owner undertaking the works, and may be subject to City conditions including the requirement of the Owner to obtain and maintain liability insurance in an amount satisfactory to the City, and in the case of such insurance the City shall be named as a co-insured and the said insurance shall not be less than five million dollars ($5,000,000) with a deductible acceptable to the City.

3.12 Easements and Street Dedications - Extension of Services

The Owner shall grant to the City all easements and street dedications necessary for the extension of servicing infrastructure to the limits of the Lands at such time as requested by the City's Director of Planning. The form and content of the easements and street dedications shall be to the satisfaction of the City Solicitor.

3.13 Decommission Wells and Septic Systems

3.13.1 The Owner shall decommission all existing wells and septic systems on the Lands in accordance with applicable law and regulations, excluding any wells to be used for monitoring purposes prior to any grading on the

property. Wells used for monitoring purposes shall be decommissioned by the Owner in accordance with applicable law and regulations once the well is no longer required for monitoring purposes. All costs related to decommissioning wells and septic systems shall be borne by the Owner.

3.13.2 New wells and septic systems shall only be constructed on the Lands if written consent to do so is granted by the City's Director of Engineering Services and the City's Chief Building Official. If conditions are applied by the City to such written consent, the Owner shall comply with the conditions at its sole expense, to the satisfaction of the City.

3.13.3 Prior to any grading on the Lands and prior to final approval, the Owner shall: (a) decommission any septic systems and private wells on the Lands, excluding any wells to be used for monitoring purposes, in accordance with applicable law and regulations, including O. Reg. 903; and (b) enter into an agreement with the City to decommission monitoring wells once the well is no longer required for monitoring purposes, to the satisfaction of the City's Director of Engineering Services.

3.14 Temporary Sedimentation Basins

If directed by the City's Director of Engineering Services, the Owner shall design and install, at its sole expense, one or more temporary sedimentation basins on the Lands, to the satisfaction of the City's Director of Engineering Services and any other authority having jurisdiction. The temporary sedimentation basin(s) shall not be located within any area identified by the City as environmentally significant.

3.15 Construction of Stormwater Management Facilities and Erosion/Siltation Control Measures

The Owner shall, at its sole expense:

a.) construct stormwater management facilities and systems for the Draft Plan prior to or in conjunction with site servicing for the associated stage of the subdivision, as directed by the City's Director of Engineering Services;

b.) maintain all stormwater management facilities and systems for the Draft Plan in accordance with accepted plans and in good working order until the completion of the Maintenance Period;

c.) implement erosion and siltation control measures prior to stripping of topsoil and/or area grading; and,

d.) prevent sediment laden water runoff from entering surface water systems (such as creeks) and/or other natural heritage features,

all to the satisfaction of the City's Director of Engineering Services.

3.16 Groundwater Flow Gradients

Pre-development groundwater flows and gradients shall be maintained to the extent possible through the provision of cutoffs in service trenches where shallow groundwater is intercepted, or other means acceptable to the City's Director of Engineering Services, with notification of such other means to the Region of Waterloo.

3.17 Organic Materials and Geotechnically Unsuitable Soils

3.17.1 The Owner shall provide the City's Director of Engineering Services and the City's Chief Building Official written notice of the location, quantity and composition of organic materials and geotechnically unsuitable soils on the Lands immediately after their discovery. The quantity and composition of the organic materials and geotechnically unsuitable soils shall be determined by a geotechnical professional acceptable to the City.

3.17.2 The Owner shall, at its sole expense, remove organic materials and geotechnically unsuitable soils from the Lands, unless otherwise directed in writing by the City's Director of Engineering Services and/or the City's Chief Building Official.

3.17.3 Organic materials and geotechnically unsuitable soils removed from the Lands shall be properly disposed of off-site by the Owner, at its sole expense, to the satisfaction of the City.

3.17.4 At the discretion of the City, the Owner's geotechnical professional shall certify that the organic materials and geotechnically unsuitable soils were removed from the Lands and properly disposed of in accordance with all applicable law.

3.17.5 All soil and granular material replacing the organic materials and geotechnically unsuitable soils as backfill on the Lands shall be certified by a geotechnical professional acceptable to the City as being suitable for development purposes as contemplated in the Draft Plan, and where the context so requires, suitable for building, servicing, and infrastructure installation, to the satisfaction of the City.

3.17.6 Where, in the opinion of the City's Director of Engineering Services or the City's Chief Building Official, organic material and geotechnically unsuitable soil has not been removed from the Lands to an off-site location or has been re-used as backfill, the City's Director of Engineering Services or the City's Chief Building Official may:

a.) issue a conditional order to remove and properly dispose of the organic material and/or geotechnically unsuitable soil from the Lands, at the Owner's sole expense. The Owner shall comply with the order and conditions thereto, as well as all applicable law, at its sole expense. Without limiting the generality of the foregoing, the conditional order may stop all or part of the installation of subdivision services, works and infrastructure and/or stop the issuance of building permits on the Lands until the order is fully complied with to the satisfaction of the City; and,

b.) draw down / on the Letter of Credit or any other financial security related to the development of the Lands to remove and properly dispose of the organic material and geotechnically unsuitable soil from the Lands.

3.18 Decorative Street Lighting

Decorative street lights shall not be permitted in the subdivision on the Lands.

PLANNING

4.1 Density

The plan submitted for registration and any plan submitted for part-lot control exemption shall incorporate a lot pattern for all lots/blocks to be lotted at a density consistent with the density specified in the City's Zoning By-law and as specified on the Draft Plan, unless otherwise agreed to by the City's Director of Planning in writing.

4.2 Part Lot Control

If required by the City, the Owner shall enter into one or more supplementary subdivision agreements prior to the passing of a by-law exempting part lot control, said agreements to address such matters as lot numbering, lot layout, access, turning circles, reserves, easements, solar orientation, servicing, grading, drainage, and any other matter of interest to the City having regard to the nature and scope of the development. This condition is predicated on the understanding that City Council cannot contract in advance to approve or pass an exempting by-law and that the City cannot fetter its authority in respect to passing or not passing by-laws.

4.3 Staging

4.3.1 The Owner shall stage the development of the Lands in a manner satisfactory to the City's Director of Planning. Staging shall have regard to servicing, drainage areas, logical growth, transportation needs, the

provision of parks and school blocks, and any other matter deemed relevant by the City's Director of Planning having regard to the nature and scope of development.

4.3.2 If the Draft Plan is developed in stages, the Owner shall provide the City's Director of Planning with a comprehensive plan demonstrating how the Lands will be developed in stages and how required services and infrastructure will be provided, to the satisfaction of the City's Director of Planning.

4.3.3 If the Draft Plan is developed in stages, the City may require the Owner to enter into supplementary subdivision agreements with the City to satisfy all subdivision and development requirements, financial or otherwise, of the City for each stage of the subdivision.

4.3.4 If a road allowance (municipal or private) is terminated for any reason including staging of development, with the exception of cul-de-sacs, the Owner shall:

a.) Convey to the City, free of charge and encumbrances, a 0.3 metre reserve at the end of the road allowance, to the satisfaction of the City's Director of Planning.

b.) Establish a turning circle at the end of the road allowance, to the satisfaction of the City's Director of Engineering Services. Turning circles shall not be established on lands containing (or planned to contain) natural heritage features, environmental buffers, open spaces, walkways, parkland, stormwater management facilities, municipal infrastructure, utility infrastructure, or the like.

c.) If required by the City, register an easement in favour of the City over the turning circle and the related lot/block/unit, to the satisfaction of the City Solicitor.

d.) Turning circle shall be removed and the related easement released if the City determines that the turning circle is no longer required.

e.) Pay all costs associated with establishing and removing the turning circle and the associated easement.

4.4 Access for Local Authorities

4.4.1 The Owner shall schedule its road construction and servicing to facilitate access to and development of lands dedicated or conveyed to the City for municipal purposes as required by the City and in accordance with the accepted staging of development for the Lands.

4.4.2 The Owner shall permit the City and other governmental authorities and local boards temporary passage across any vacant lands in the subdivision to access and undertake works on lands to be dedicated or conveyed to such entity. The City or other governmental authority or local board accessing such vacant lands shall indemnify the Owner with respect to crossing the vacant lands and shall reinstate the vacant lands to their prior condition upon completion of the works on the lands to be dedicated or conveyed.

4.5 Well Interference

If an existing private water supply is permanently disrupted or degraded as a result of developing this subdivision or building construction therein, the Owner shall provide, at its sole expense, an alternative permanent water supply to the affected property, to the satisfaction of the City. The Owner's obligation under this condition shall end two (2) years after ninety-five percent (95%) of house construction within the Draft Plan is completed, as determined by the City.

PARKS, OPEN SPACES & ENTRANCE FEATURES

5.1 Parkland

5.1.1 The Owner shall convey land in the amount of five percent (5%) of the lands comprising the Draft Plan to the City for park purposes pursuant to the provisions of subsection 51.1(1) of the Planning Act provided further that:

a.) the location of the parkland is acceptable to the City's Director of Planning; and

b.) the configuration of the parkland is acceptable to the City's Director of Planning.

5.1.2 The grades of the parkland shall be acceptable to the City's Director of Engineering Services. Without restricting the generality of the foregoing, parkland shall be designed with grades not exceeding four percent (4%), and the majority of the park block shall be designed with grades not exceeding two percent (2%). "Majority" in the preceding sentence means least eighty percent (80%) of the area of the park block, unless otherwise agreed to by the City's Director of Engineering Services.

5.1.3 Environmental features and associated buffers as defined in the City's Parkland Dedication By-law No. 2022-073 as amended shall be excluded from the land area subject to the parkland dedication described in Condition

5.1.1 provided that the environmental features and associated buffers are conveyed to the City free of charge and clear of encumbrances.

5.1.4 Notwithstanding Condition 5.1.1, at the sole discretion of the City's Commissioner of Integrated Planning & Public Works, the Owner may make a cash payment in lieu of the conveyance of land for park purposes pursuant to subsection 51.1(3) of the Planning Act. Any payment in lieu shall be paid to the City prior to final approval.

5.1.5 Parks, parkettes and the like within the subdivision shall contain both active and passive recreation components, to the satisfaction of the City's Director of Engineering Services. Without restricting the generality of the foregoing: (1) active recreation components include one or more play structures, multi-use courts, and freestanding play equipment for a variety of age groups; (2) passive recreation components include asphalt trails, native landscaping, park furniture (such as seating, bicycle racks, and garbage receptacles), bollard gates, and property demarcations. All active and passive recreation components shall be CSA compliant. The type and location of active and passive recreation components shall be to the satisfaction of the City's Director of Engineering Services. The Owner shall, at its sole expense (excluding any eligible development charges), implement the accepted active and passive recreation components in the parkland, in accordance with timing specified by the City's Director of Engineering Services, and to the satisfaction of the City's Director of Engineering Services.

5.1.6 The City's Parkland Frontage Policy shall not apply to the Draft Plan.

5.1.7 Below-grade common infiltration galleries may be installed within parkland subject to the prior written conditional consent of the City's Director of Engineering Services.

5.2 Parkland – Utilities and Services

5.2.1 Subdivision utilities and services (including easements related to such utilities and services) shall not be located on parks, parkettes, open spaces, trails, buffers, restoration areas, greenbelts, or municipal right of ways without written conditional authorization from the City's Commissioner of Integrated Planning & Public Works. The foregoing shall not apply to utilities and services that solely serve the park, parkette, open space, trail, buffer, restoration area, greenbelt, or municipal right of way.

5.2.2 If conditional authorization is granted by the City's Commissioner of Integrated Planning & Public Works pursuant to Condition 5.2.1, a condition may be applied requiring the Owner to financially compensate the City for the encumbrance in an amount equal to the full value of the lands being encumbered. Financial compensation shall be paid prior to final approval,

to the satisfaction of the City's Commissioner of Integrated Planning & Public Works.

5.2.3 The Owner shall, at its sole expense, provide stormwater, electrical (hydro), and water services to all park blocks within the subdivision, to the satisfaction of the City's Director of Engineering Services.

5.3 Licensed Landscape Architects

The Owner shall, at its sole expense, retain the services of a qualified and licensed Landscape Architect acceptable to the City's Director of Engineering Services to design, supervise, inspect and certify the construction and maintenance of all parkland, open space, buffers, trails, restoration areas, landscaping of stormwater management facilities, boulevards, and the like on and abutting the Lands until the completion of the Maintenance Period, to the satisfaction of the City's Director of Engineering Services.

5.4 Construction of Parkland / Open Space

The Owner shall, at its sole expense (excluding allocated development charge funding), construct and maintain parks, parkettes, open space, buffers, restoration areas, trails, greenbelts, right of ways, boulevards, and the like in accordance with the accepted Landscape Plan referred to in Condition 11.1 and in accordance with the City's Comprehensive Engineering and Landscape Manual as amended. Parkland within each stage of subdivision registration shall be constructed within one year of the issuance of the first building permit for that registration, or in accordance with the timing specified by the City's Director of Engineering Services.

5.5 Seeding/Sodding

The Owner shall, at its sole expense, following finished area grading or upon written direction from the City's Director of Engineering Services, topsoil and seed/sod those blocks within the subdivision to be used for park, parkette, open space, greenbelt, right of way, trail, and the like, to the satisfaction of the City's Director of Engineering Services.

5.6 Boulevard and Walkway Sodding/Landscaping and Fencing

5.6.1 The Owner shall provide boulevard sodding, landscaping (including street trees), and fencing for streets within and adjacent to the subdivision as required by the City and to the satisfaction of the City's Director of Engineering Services. The said boulevard sodding, landscaping, and fencing shall be designed to City standards and constructed at the sole expense of the Owner. The Owner shall maintain, at its sole expense, the boulevard sodding, landscaping, and fencing until the completion of the Maintenance Period.

5.6.2 The Owner shall provide hard surfacing, sodding, landscaping, and fencing for servicing, access and walkway blocks within the subdivision as required by the City and to the satisfaction of the City's Director of Engineering Services. The said hard surfacing, sodding, landscaping, and fencing shall be designed to City standards and constructed at the sole expense of the Owner. The Owner shall maintain, at its sole expense, the hard surfacing, sodding, landscaping, and fencing until the completion of the Maintenance Period.

5.7 Public / Private Land Delineation

5.7.1 The Owner shall, at its sole expense, install demarcation measures (such as demarcation posts, living fences, fencing) along all public-private interfaces as required by the City, to City design standards, and to the satisfaction of the City's Director of Engineering Services. Living fences shall be located near the property line on the municipal lands in accordance with the Demarcation Plan required under Condition 11.1, to the satisfaction of the City's Director of Engineering Services. Demarcation and fence posts shall be located approximately one hundred and fifty millimeters (150 mm) from the property line on the municipal lands, to the satisfaction of the City's Director of Engineering Services. Fence meshing shall face public lands.

5.7.2 No person or party other than the City of Waterloo shall use municipal parkland, open space, trails, buffers, restoration areas, greenbelts, or the like for any purpose except in accordance with the prior written consent of the City.

5.7.3 No person or party other than the City of Waterloo shall place or deposit any item or substance on municipal parkland, open space, trails, buffers, restoration areas, greenbelts, or the like except in accordance with the prior written consent of the City.

5.7.4 No person or party other than the City of Waterloo shall modify, cut or remove any demarcation marker (including but not limited to fencing) except in accordance with the prior written consent of the City.

5.8 Community/Pedestrian Trails

The Owner shall, at its sole expense, design and construct trails within the subdivision in accordance with the Landscape Plan referred to in Condition 11.1, to City design standards (including winter maintenance design standards), and to the satisfaction of the City's Director of Engineering Services. The Owner shall maintain, at its sole expense, such trails until the completion of the Maintenance Period.

5.9 Planting Programs

The Owner shall fund and implement planting gift certificates per the City's "Spruce Up Your City With Backyard Planting" program, to the satisfaction of the City's Director of Engineering Services, for residential dwellings on the Lands that are exempt from Site Plan Control pursuant to Section 41 of the Planning Act. Planting requirements for all other residential dwellings and non-residential uses constructed on the Lands shall be secured through Site Plan Control pursuant to Section 41 of the Planning Act.

5.10 Comprehensive Engineering and Landscape Manual

The Landscape Plan and landscape designs for stormwater management ponds, open space, buffers, trails, restoration areas, greenbelts, right of ways, boulevards, berms, demarcation posts, and related signage required under Condition 11.1 shall conform to the City's landscape standards as set out in the City's Comprehensive Engineering and Landscape Manual as amended, unless directed otherwise by the City's Director of Engineering Services, to the satisfaction of the City's Director of Engineering Services.

5.11 Useable Rear Yards

Where a landscaped earthen berm or steep slope (as determined by the City's Director of Engineering Services acting reasonably) is constructed on the Lands, each adjacent residential lot shall have a usable rear yard, unless otherwise agreed to by the City's Director of Engineering Services. For the purposes of this condition, useable rear yard shall mean a minimum six metre (6.0 m) deep private amenity space with a maximum gradient of five percent (5%) between the dwelling and the nearest toe of the berm or slope or retaining wall.

5.12 Entrance Features – Public Lands

5.12.1 If any subdivision entrance feature or identification feature is proposed on public lands or lands to be dedicated or conveyed to the City, prior to the installation of the feature, the Owner shall submit a written request to the City's Commissioner of Integrated Planning & Public Works for consent to erect said feature, and such request may be denied at the Commissioner's sole discretion.

5.12.2 If the Commissioner grants conditional consent pursuant to condition 5.12.1, prior to the installation of the entrance feature / identification feature, the Owner shall enter into a binding agreement with the City to address matters including the location of the feature, the composition of the feature, the design of the feature (including structural design), the materials of the feature, a financial reserve for the feature funded by the Owner, liability,

lighting, and maintenance, all to the satisfaction of the City's Commissioner of Integrated Planning & Public Works. The form and content of the said binding agreement shall be to the satisfaction of the City's Commissioner of Integrated Planning & Public Works and the City Solicitor.

5.13 Entrance Features – Private Lands

Subdivision entrance features or identification features on private lands within the subdivision are subject to the City's Sign By-law, and shall only be constructed or erected in accordance with the City's Sign By-law and a site plan (including elevations) accepted by the City's Director of Planning.

6.0 ENVIRONMENT

6.1 Environmental Monitoring Plan

6.1.1 The Owner shall prepare and implement, at its sole expense, an environmental monitoring plan for each stage of development on the Lands if required by the City, the Region of Waterloo, and/or the Grand River Conservation Authority (GRCA) (the "**EMP Authorities**"), to the satisfaction of the EMP Authorities as the case may be. The terms of reference for the environmental monitoring plan shall be accepted by the EMP Authorities prior to the commencement of the environmental monitoring, and shall include targets for water quality and quantity and terrestrial objectives. The environmental monitoring plan shall be undertaken in accordance with the accepted terms of reference by persons qualified and licensed to do so, to the satisfaction of the EMP Authorities. The purpose of the environmental monitoring shall be to determine whether during and post construction targets for water quality and quantity and terrestrial objectives have been met, and to evaluate the effectiveness of environmental best management practices.

6.1.2 The environmental monitoring plan shall be completed for pre-construction, during construction and post construction time periods, to the satisfaction of the EMP Authorities.

6.1.3 The environmental monitoring plan shall include the establishment of long-term groundwater monitoring wells, installed by the Owner at its sole expense to allow performance monitoring of the proposed subdivision design and works. The location, depth and completion details of the monitoring wells shall be reviewed and accepted by the EMP Authorities. The monitoring wells shall be installed prior to area grading.

6.1.4 Post construction environmental monitoring shall continue for two (2) years after ninety percent (90%) of the Draft Plan has been fully implemented

including house construction, as determined by the City's Director of Planning.

6.1.5 The Owner shall, at its sole expense, implement best management practices acceptable to the EMP Authorities for each stage of the subdivision to achieve the environmental targets and objectives for the development and enhance the natural environment, to the satisfaction of the EMP Authorities.

6.1.6 Where during and post construction targets for groundwater and surface water quality and quantity and/or terrestrial objectives are not met due to matters related to the development of the subdivision and/or construction of buildings/structures thereon, the Owner shall undertake measures acceptable to the EMP Authorities to mitigate impacts and facilitate compliance with the environmental targets and objectives to the extent possible. Such measures shall be incorporated into:

a.) any built portion of the development, where determined feasible by the City's Director of Planning; and,

b.) any unbuilt portion of the development.

6.2 Groundwater Recharge

Where appropriate, the Owner shall maximize permeability and "clean water" infiltration on lots and blocks within the subdivision to facilitate groundwater recharge, to the satisfaction of the City and the Region of Waterloo. Measures to maximize permeability and "clean water" infiltration shall form part of the comprehensive Stormwater Management Plan required under Condition 11.1.

6.3 Winter Maintenance & Salt Reduction Plan – Site Plan Control

6.3.1 A winter maintenance and salt reduction plan shall be included in each site plan application pursuant to Section 41 of the Planning Act on the Lands, to the satisfaction of the City and the Region of Waterloo. The accepted winter maintenance and salt reduction plan shall be implemented in conjunction with the development of the related lands, to the satisfaction of the City and the Region of Waterloo. The winter maintenance and salt reduction plan shall address snow storage, plowing, road salt management/reduction, and any other mitigative measures deemed appropriate by the City and the Region of Waterloo required to minimize salt impacts on the natural environment. Development requiring site plan approval on the Lands shall be designed with a road drainage system based on cold weather (winter) flows, unless otherwise directed in writing by the City's Director of Engineering Services.

6.3.2 Prior to final approval, the Owner shall enter into a development agreement with the Regional Municipality of Waterloo to implement the recommendations of the approved winter maintenance and salt reduction plan, to the satisfaction of the Regional Municipality of Waterloo.

6.4 Vehicle Fueling

Vehicle fueling and re-fueling shall be located away from natural features and precautions taken to prevent spillage, to the satisfaction of the City's Director of Engineering Services.

7.0 TRANSPORTATION

7.1 Reserves

Any open sides of road allowances created by the subdivision shall be terminated with a 0.300 metre reserve, to the satisfaction of the City's Director of Planning. Reserves shall be conveyed to the City free of charge and clear of encumbrances, and held by the City:

a.) to prevent undesired access to a municipal highway or municipal lands;

b.) until required to access a future road allowance; or

c.) until required for the development of adjacent lands in accordance with municipal approvals.

The Owner shall, at its sole expense, be responsible for the preparation and registration of any reference plan required to lift all or part of a reserve pursuant to Condition 7.1(b.) and (c.), to the satisfaction of the City's Director of Planning.

7.2 <u>Sidewalks and/or Multi-Use Trails / Multi-Use Pathways</u>

7.2.1 The Owner shall construct, at its sole expense, concrete sidewalks or multi-use trails along both sides of the streets within the subdivision as shown on the accepted engineering drawings required under Condition 12.1, to the satisfaction of the City's Director of Engineering Services.

7.2.2 The Owner shall construct, at its sole expense, active transportation infrastructure such as multi-use trails within the subdivision as shown on the accepted engineering drawings required under Condition 12.1, to the satisfaction of the City's Director of Engineering Services.

7.3 Sidewalks and/or Multi-Use Trails on Abutting lands

The Owner shall construct, at its sole expense (excluding allocated municipal capital funding and development charge funding), concrete sidewalks and/or

active transportation infrastructure on municipal or provincial highways adjacent to the subdivision as required by the City's Commissioner of Integrated Planning & Public Works and to the satisfaction of said Commissioner.

7.4 Emergency Access

The Owner shall, at its sole expense, provide and construct an emergency access if more than 26 units are developed with one point of vehicular access, unless directed otherwise by the City's Commissioner of Integrated Planning & Public Works. The design, location and configuration of each emergency access shall be to the satisfaction of the City's Commissioner of Integrated Planning & Public Works, and in accordance with design drawings accepted by the Commissioner (or designate) prior to installation.

7.5 Temporary and Emergency Access Signs and Devices

7.5.1 If required by the City's Director of Transportation Services, the Owner shall, at its sole expense, install temporary street name signs and emergency access signs in the subdivision if permanent signs are not erected, to the satisfaction of the City's Director of Transportation Services. The signs shall indicate that such roads are not assumed by the City and are used at one's own risk.

7.5.2 If required by the City's Director of Transportation Services, the Owner shall, at its sole expense, install and operate temporary traffic control devices in the subdivision if permanent traffic control devices are not erected, to the satisfaction of the City's Director of Transportation Services. The City shall have the right to inspect the temporary traffic control devices at any time and without notice, and the cost of the said inspections shall be at the sole expense of the Owner.

7.6 Street Signs

The Owner shall, at its sole expense, arrange for the erection of permanent street name signs, emergency access signs, and traffic control signs and devices, and parking control signs in the subdivision immediately following the placement of the first course of asphalt on a street, to the satisfaction of the City's Director of Transportation Services. At the time such permanent signs are installed, the Owner shall remove, at its sole expense, any related temporary signs within the subdivision.

7.7 Bicycle Lanes

The Owner shall construct, at its sole expense, on-street bicycle lanes as identified on the accepted engineering drawings referred to in Condition 12.1, to the satisfaction of the City's Director of Engineering Services.

8.0 AGENCIES

8.1 Canada Post

8.1.1 The Owner shall complete the following to the satisfaction of the City of Waterloo and Canada Post:

a.) include a statement in each Agreement of Purchase and Sale or rental agreement (prior to its execution), that the home/business mail delivery will be to a designated Community Mail Box; and,

b.) officially notify the initial new home purchasers of the exact Community Mail Box locations prior to the closing of any home sales.

8.1.2 The Owner shall locate Community Mail Box facilities in locations acceptable to Canada Post and the City's Director of Engineering Services.

8.1.3 The Owner shall indicate the locations of existing and proposed Community Mail Box facilities on sales maps, information boards, plans and marketing platforms (including websites) for the subdivision and homes therein. Maps identifying the specific Community Mail Box locations shall be prominently displayed in the sales office(s) and on the sales website(s) for new homes in the subdivision.

8.1.4 The Owner shall install a concrete pad in accordance with the requirements of, and in locations approved by, Canada Post and the City's Director of Engineering Services to facilitate the placement of Community Mail Boxes. The pads shall be identified on the engineering servicing drawings, and poured at the time of curb and/or sidewalk installation within each stage of the subdivision.

8.1.5 The Owner shall be responsible for standard Canada Post Community Mail Box fees and charges, to the satisfaction of Canada Post.

8.1.6 The Owner shall work with Canada Post to determine and provide temporary suitable Community Mail Box locations in the subdivision that may be utilized by Canada Post until the curbs, boulevards and sidewalks in the subdivision are constructed to municipal standards. The location of temporary Community Mail Boxes shall be in a safe area, away from construction activity, and accessible to residents/tenants in the subdivision, to the satisfaction of Canada Post and the City's Director of Engineering Services.

8.1.7 The Owner shall prepare and maintain an area of compacted gravel to Canada Post's specifications where temporary Community Mail Box are

sited. The compacted gravel area shall be made available to Canada Post a minimum of 30 days prior to the date of the first occupancy.

8.1.9 A centralized mail facility shall be provided in buildings and complexes with a common lobby, common indoor space, or common sheltered space in accordance with Canada Post's multi-unit policy.

8.2 Enova Power Corp

8.2.1 The Owner shall locate hydro infrastructure including meters in locations deemed acceptable to Enova Power Corp. ("**Enova Power**") and the City's Commissioner of Integrated Planning & Public Works (or designate).

8.2.2 Decreased setbacks (if proposed) may necessitate the installation of non-combustible barrier walls between Enova Power padmounted transformers and the housing unit as per the Ontario Electrical Safety Code. Such installations shall be at one hundred percent (100%) the Owner's cost and may require a revised right-of-way cross section to facilitate the combustible barrier wall(s) due to the proximity of the padmounted transformer to the sidewalk.

8.2.3 Ganged hydro meters shall be provided for townhouses, stacked townhouses and like building typologies on end units, in locations acceptable to Enova Power and the City's Director of Planning, unless otherwise directed by Enova Power and the City's Director of Planning in writing. The Owner shall, at its sole expense, register an easement over any end unit containing a ganged hydro meter in favour of the owners of the internal units for their electrical services, to the satisfaction of Enova Power and that the said easement shall be registered on title.

8.2.4 The Owner shall dedicate a blanket easement over the entire Lands, or a site specific easement over the underground electrical conductors from the property line to the meter bases, if requested by Enova Power and to the satisfaction of Enova Power.

8.2.5 The Owner shall construct easement lands used for hydro anchoring purposes to within 150mm of final grade.

8.2.6 Any removal, replacement and/or relocation of existing hydro facilities, if necessary, shall be at one hundred percent (100%) the Owner's cost, excluding any allocated municipal capital funding, development charge funding, and/or other government funding/grants.

8.3 Waterloo Catholic District School Board

8.3.1 The Owner shall enter into an agreement or memorandum of understanding with the Waterloo Catholic District School Board ("**WCDSB**") to advise

prospective residents about schools in the area, in a manner suitable for the development, to the satisfaction of WCDSB.

8.3.2 That Education Development Charges shall be collected prior to the issuance of a building permit(s).

8.3.3 The Owner shall enter into an agreement or memorandum of understanding with the WCDSB to supply, erect and maintain a sign, at the developer's expense and according to the WCDSB's specifications, affixed to the development sign, advising prospective residents about schools in the area. All signs shall comply with the City's Sign By-law No. 2016-050 or successor thereto.

8.3.4 Prior to final approval, a clause shall be inserted into the Subdivision Agreement requiring the Owner to insert the following clause into all Agreements of Purchase and Sale, Lease and/or Rental Agreements:

"In order to limit risks, public school buses contracted by Student Transportation Services of Waterloo Region (STSWR), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up and drop off students, and so bussed students will be required to meet the bus at a congregated bus pick-up point."

8.3.5 Prior to final approval, the WCDSB shall advise the City in writing that Conditions 8.3.1, 8.3.3 and 8.3.4 have been satisfied.

8.4 Waterloo Region District School Board ("**WRDSB**")

8.4.1 Prior to final approval, a clause shall be inserted into the Subdivision Agreement requiring the Owner to insert the following clauses into all Agreements of Purchase and Sale, Lease and/or Rental Agreements:

"Whereas the Waterloo Region District School Board (WRDSB) may designate this parcel of land as a Development Area for the purposes of school accommodation, and despite the best efforts of the WRDSB, sufficient accommodation in nearby school facilities may not be available for all anticipated students. You are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may, in future, be transferred to another school."

"For information on which schools are currently serving this area, contact the WRDSB Planning Department at 519-570-0003 ext. 4419, or email planning@wrdsb.ca. Information provided by any other source cannot be guaranteed to reflect current school assignment information."

And, the warning clause specified in Condition 8.3.4.

8.4.2 That in cases where Agreements of Purchase and Sale have already been executed, the Owner/Developer shall send a letter to all purchasers containing the warning clauses specified in Condition 8.4.1.

8.4.3 The Owner shall enter into an agreement or memorandum of understanding with the WRDSB to supply, erect and maintain a sign, at the developer's expense and according to the WRDSB's specifications, affixed to the development sign, advising prospective residents about schools in the area. All signs shall comply with the City's Sign By-law No. 2016-050 or successor thereto. The Owner shall submit a photo of the sign for review and approval by the WRDSB prior to its erection.

8.5 Telecommunications

8.5.1 The Owner shall grant to telecommunication providers, such as Bell Canada and Rogers Communications, easements that the telecommunication provider may require for communication and telecommunication infrastructure on the Lands, which may include a blanket easement.

8.5.2 The Owner shall design and construct the subdivision to accommodate telecommunication and wire line services, to the satisfaction of the City's Director of Engineering Services.

8.5.3 Any relocation of existing telecommunication and wire line infrastructure, if necessary, shall be at one hundred percent (100%) the Owner's cost.

8.5.4 In the event of any conflict with existing telecommunication easements, the Owner shall, at its sole expense, be responsible for the relocation of such easements.

9.0 DRAWINGS

9.1 Electronic Drawings

All accepted and as-recorded drawings for the subdivision on the Lands, including the plans and drawings required under Conditions 11.1 and 12.1, shall be provided by the Owner to the City's Director of Planning in an electronic format acceptable to the City's Director of Planning.

9.2 School Board – Drawings

Upon registration, the Owner shall provide the City, the Waterloo Region District School Board and the Waterloo Catholic District School Board with a digital file of the registered plan of subdivision in an electronic format acceptable to the City and

the School Boards containing the layer information for the subdivision, in accordance with the City's Digital Plan Submission Standards.

10.0 GENERAL

10.1 Expeditious Works

All work done in relation to the subdivision and building construction on the Lands shall be done expeditiously, in a good workmanlike manner, by persons qualified and licensed in accordance with all applicable by-laws, statutes and regulations, to the satisfaction of the City.

10.2 Clean Site

10.2.1 The Owner shall require its employees, contractors, suppliers and agents and any home builder's employees, contractors, suppliers and agents to maintain the Lands in a clean condition in accordance with the requirements of the City and to the satisfaction of the City's Director of Engineering Services. The intent is to:

a.) avoid unsightly properties;

b.) avoid construction debris impacts on nearby landowners, stormwater management facilities, municipal highways, and open space lands; and,

c.) avoid the accumulation of grit, dirt, debris or other materials within the road right-of-way.

10.2.2 A qualified representative of the Owner (the "**Representative**") shall, at the Owner's expense, monitor and inspect the Lands throughout all stages of subdivision development and building construction to ensure the Lands are maintained in a clean condition, to the satisfaction of the City's Director of Engineering Services.

10.2.3 The Representative shall manage and resolve all 'clean site' complaints, at the Owner's expense and to the satisfaction of the City's Director of Engineering Services.

10.2.4 Notwithstanding condition 10.2.3, 'clean site' complaints arising from unauthorized storage, unauthorized site works, and/or lot maintenance by a landowner in the subdivision shall be directed to the said landowner for resolution, including in accordance with City By-laws Nos. 2011-122 and 2011-123, as amended, being a "By-law to Prescribe Standards for the Maintenance and Occupancy of Property within the City of Waterloo" and a "By-law to Regulate the Maintenance of Land within the City of Waterloo" respectively, or any successor by-laws.

10.2.5 Where the City's Director of Engineering Services provides written notice to the Owner (or the Representative) regarding the need to clean up the Lands and the said clean-up is not undertaken within the timeline set out in the notice, the City may take the necessary action to clean the Lands at the Owner's expense, and the Owner shall pay to the City upon demand the full amount of the costs incurred by the City to clean the Lands plus a $1,000 charge per occurrence. If the Owner does not pay the City:

a.) the Letter of Credit and any financial securities deposited with the City in relation to the Draft Plan may be drawn upon by the City to satisfy the required payment, and the Owner shall replace or increase said Letter of Credit and financial securities to their original value within fifteen (15) business days of receiving notice of such draw or draws; and,

b.) further building permits on the Lands shall not be requested until the Owner satisfies the obligations of condition 10.2.5(a.), to the satisfaction of the City's Director of Engineering Services.

10.2.6 All streets within and abutting the Lands shall be kept in a good and useable condition and free of obstructions during all stages of subdivision development and building construction on the Lands, and if damaged or dirtied will be restored to a good and useable condition by the Owner, at its sole expense, to the satisfaction of the City's Director of Engineering Services.

10.3 Open Burning

The burning of brush, garbage, debris, waste or any other material / substance shall not be permitted on the Lands except in accordance with the written permission of the City's Fire Rescue Services Division.

10.4 Geodetic Monuments

The Owner shall retain a qualified professional to install concrete geodetic monuments in the subdivision with coordinates and elevations thereon, to the satisfaction of the City. The plan submitted for registration shall include the location of such monuments, their coordinate values, elevation and code numbers as prescribed by the Surveyor General of Ontario.

10.5 Survey Bar Installation

The Owner shall, at its sole expense, employ an Ontario Land Surveyor to install survey bars on all corners of lots and blocks and at any other locations required by the City. Further, the Owner shall, upon final completion of all servicing and area

grading works for this subdivision, provide an Ontario Land Surveyor's Certificate that all survey bars are in place and easily accessible.

11.0 PRIOR TO TOPSOIL STRIPPING AND AREA GRADING OF THE SUBDIVISION

11.1 Plans

That prior to the stripping of topsoil or area grading, the Owner shall obtain acceptance of the following plans from the City's Director of Engineering Services and any other authority having jurisdiction, and shall comply with and implement the said accepted plans at its sole expense:

a.) "**Tree Saving and Protection Plan**" shall be provided identifying existing individual trees, hedgerows or other groupings of trees on or adjacent to the Lands, and an analysis of which of these trees are proposed to be removed. The Owner shall design the subdivision to retain as many trees, hedgerows and groupings of trees as possible, and any tree or trees identified as "to be removed" shall be reviewed and approved by the City prior to removal. The Owner agrees to protect trees to be retained with tree/vegetation protection fencing and/or other means deemed appropriate or approved by the City as identified on the Tree Saving and Protection Plan.

The Tree Saving and Protection Plan shall include:

a. the surveyed driplines of all treed features on or abutting the development;
b. the surveyed location of all individual trees (outside of open space features) on the Lands and trees located on adjacent properties within 6 metres of the property boundary;
c. a detailed tree inventory and assessment for any areas where proposed works (including topsoil stripping, excavation, grading, servicing, and construction) will occur within the designated Tree Protection Zone (TPZ) defined as the existing dripline of any tree plus one (1) metre;
d. the locations and details for all vegetation protection measures; and
e. a risk assessment and identification of any hazard trees or trees in poor health within falling distance of any proposed street, sidewalk, trail, parkland, residential lot/block, or otherwise that could pose a potential risk to persons or property.

b.) "**Subdivision Grading Plan**" shall be provided showing existing and proposed elevations, existing trees that are proposed to be retained, existing trees that are proposed to be removed, and the drainage scheme for each lot and block within the subdivision. The grading plan shall include detailed information on the method proposed to re-establish ground cover, and the said ground cover shall be installed upon completion of fine grading.

The Subdivision Grading Plan shall illustrate topographic contours and spot elevations at least twenty (20) metres beyond the limits of the development, and shall be in accordance with City policies and practices including the City's Comprehensive Engineering and Landscape Manual ("**CELM**") as amended.

The Subdivision Grading Plan shall be to the satisfaction of the Region of Waterloo where the Lands drain to a Regional Facility.

The Subdivision Grading Plan shall be accompanied by clearances from the Grand River Conservation Authority, Hydro One, and any other agency (including the Province of Ontario) having an interest in the Lands or part thereof or an interest in the abutting lands or part thereof, if required by the City's Director of Engineering Services.

c.) "**Erosion and Sediment Control Plan**" shall be provided for all lots and blocks within the subdivision. The said plan shall include the identification of soil stockpiling areas.

d.) Plans required by the City's Director of Engineering Services in conjunction with a valid **site alteration permit** pursuant to City By-law 2010-066, as amended, or any successor by-law. The City's "Site Alteration By-law No. 2010-066" and all other by-laws that regulate topsoil filling, grading and/or site alteration in the City shall be complied with in relation to the Lands. No topsoil shall be stripped on the Lands until the Owner has applied for and obtained a site alteration permit, unless otherwise directed by the City's Director of Engineering Services in writing. The Owner shall abide by any site alteration permit issued by the City, including conditions related thereto. No topsoil or fill shall be stored on park blocks or lands to be conveyed to the City or Region without the prior written consent of the City's Director of Engineering Services.

In addition to a.) through d.) above, the City's Director of Engineering Services may require the Owner to submit one or more of the plans identified in e.) through j.) below to the satisfaction of the City's Director of Engineering Services prior to the stripping of topsoil or area grading, and the Owner shall, at its sole expense, comply with and implement the said accepted plans to the satisfaction of the City's Director of Engineering Services:

e.) "**Landscape Plan for Stormwater Management Facilities**" shall be provided for stormwater management facilities prior to the construction of said facilities. The Owner shall, at its sole expense, implement the Landscape Plan for Stormwater Management Facilities in accordance with timing specified by the City's Director of Engineering Services.

f.) "**Landscape Plan**" shall be provided for all:

i.) boulevard right-of-ways within and adjacent to the subdivision, including a **Street Tree Planting Plan**. The Owner shall, at its sole expense, implement the Landscape Plan in accordance with timing specified by the City's Director of Engineering Services;

ii.) natural feature buffers to stabilize and re-establish disturbed edges to a primarily naturalized state based on a natural feature buffer analysis prepared by the Owner at its sole expense, with recommendations on rehabilitation, restoration and naturalization, to the satisfaction of the City in consultation with the Region. The analysis shall specify details and locations of proposed ecological enhancements and educational signage.

Where reduced buffers are proposed, the plan shall include enhanced plantings and enhanced erosion and sediment control measures, to the satisfaction of the City in consultation with the Region; and,

iii.) parks, parkettes, greenbelts, trails, right-of-ways and open spaces within the subdivision. The plans shall have regard to the surrounding context and neighbourhood, and Crime Prevention Through Environmental Design (CPTED) principles.

The Landscape Plan shall include a compensation strategy for trees to be removed, considering a minimum replacement ratio of 2:1, appropriate to existing ecological communities, and coordinated with the Tree Saving and Protection Plan.

g.) "**Demarcation Plan**" shall be provided for all interfaces between public (including publicly accessible) and private lands within the subdivision, which may include a comprehensive fencing plan. The Owner shall, at its sole expense, implement the Demarcation Plan in accordance with timing specified by the City's Director of Engineering Services.

h.) "**Stormwater Management Plan**" shall be provided for all lots and blocks within the subdivision. The Stormwater Management Plan shall include the identification of stormwater controls (quality and quantity) such as stormwater management facilities, stormceptors, clean water collector systems, water retention ponds, and the elimination of storm sewer connections.

The Stormwater Management Plan shall demonstrate how:

i. run-off will be managed;
ii. run-off from the Lands will be controlled to prevent erosion;
iii. run-off volumes will maintain the form and function of significant wetland features and surface water systems (such as creeks, streams, rivers, ponds) on or near the Lands;
iv. predevelopment drainage patterns will be maintained post-

development to the extent possible, unless otherwise directed by the City's Director of Engineering Services;

v. predevelopment groundwater divides will be maintained post-development to the extent possible, unless otherwise directed by the City's Director of Engineering Services;
vi. groundwater infiltration on the Lands can be maintained as close as possible to pre-development conditions or enhanced;
vii. the water balance on the Lands can be maintained as close as possible to pre-development conditions or enhanced, that is how during-construction and post-construction conditions match pre-development estimates;
viii. an assessment of whether the soils and the noted high water table can accommodate the infiltration volumes being proposed;
ix. the oversizing of infiltration galleries by 15%, which must go above and beyond the 25 mm rain event to account for future reduction in the performance of the system over time and/or disconnection;
x. the targets of any applicable watershed study and subwatershed management plan, and any other targets approved by the City, will be met or exceeded;
xi. indicate the design and location of any special engineering measures required to maintain the water balance, stormwater quality, and/or stormwater quantity and,
xii. provide details on access and staging for future operations and maintenance of stormwater management facilities,

all to the satisfaction of the City's Director of Engineering Services and GRCA.

The Stormwater Management Plan shall also be to the satisfaction of the Region of Waterloo where the Lands drain to a Regional Facility.

The engineering reports, schedules and drawings for infiltration infrastructure shall contain calculations on groundwater mounding of the water table in relation to services, utilities, and basement footings, to the satisfaction of the City's Director of Engineering Services.

i.) "**Servicing Plan**" shall be provided for all water, sanitary, stormwater, roads and other services and infrastructure required to implement the subdivision, and all existing easements on the Lands.

Services shall be located to one side of the road where a centre median is used to provide emergency access, unless otherwise directed by the City's Director of Engineering Services.

The Servicing Plan shall demonstrate that buried services will not negatively alter existing groundwater flow patterns sustaining any wetland or water system, to the satisfaction of the City, the Region, and the GRCA.

j.) "**Encumbrance Plan**" shall be provided showing all existing and known encumbrances within and adjacent to the subdivision that could reasonably affect topsoil removal, grading, site servicing, subdivision construction works, subdivision lotting, and/or the positioning of buildings/structures on proposed lots/blocks. Without restricting the generality of the foregoing, encumbrances include easements, rights-of-way, and significant utility infrastructure such as hydro vaults and high voltage transformers and towers. Encumbrances shall exclude standard natural gas easements adjacent to streets. The Owner shall provide the City's Director of Engineering Services copies of all easements, right-of-way, and agreements related to the existing and known encumbrances.

The engineering plans for the subdivision shall identify the regulatory floodplain, to the satisfaction of the City and the GRCA. Development within the subdivision shall not be located within the regulatory floodplain, measured at the finished ground level adjacent to the building, unless otherwise directed by the City and the Grand River Conservation Authority (GRCA).

All plans identified in e.) to j.) above shall be to the satisfaction of and accepted by the City's Director of Engineering Services prior to the commencement of site servicing (including utilities installation and infrastructure works) and subdivision construction works, and the Owner shall, at its sole expense, comply with and implement the said accepted plans, to the satisfaction of the City's Director of Engineering Services.

11.2 Construction Traffic Plan – Grading Phase

Prior to any stripping of topsoil or area grading, the Owner shall provide a Construction Traffic Plan for the grading phase of the site works, to the satisfaction of the City's Director of Engineering Services. The accepted construction traffic route(s) shall remain open as long as possible, and the Owner shall advise the City prior to closing any construction traffic route(s). The Owner shall require contractors and builders to use the accepted construction traffic route(s) as their primary access in order to redirect construction traffic away from occupied residential streets and sensitive uses / features. The Owner shall provide appropriate financial securities to enforce the Construction Traffic Plan, to the satisfaction of the City's Director of Engineering Services.

11.3 Grading, Servicing and Construction Monitoring

The Owner shall, at its sole expense, undertake site monitoring during grading, servicing and construction on the Lands, to the satisfaction of the City, including:

a.) monitoring the edge of any water features, woodlands/forest, trees to remain, and conservation lands on or abutting the Lands;

b.) ensuring vegetation protection measures are implemented and functioning;

c.) assessing the integrity of the erosion control measures;

d.) managing construction debris and ensuring complete removal of such debris from the Lands and surrounding lands upon the completion of construction;

e.) debris removal from natural areas; and,

f.) establishment, spread, and control of any noxious or invasive species.

Site monitoring requirements shall be detailed in a plan, to the satisfaction of the City's Director of Engineering Services.

11.4 Area Grading and Importing Fill

11.4.1 No stripping of topsoil or area grading shall occur on the Lands until such time as the Owner has received a letter of authorization from the City's Director of Engineering Services to proceed, and then only in accordance with the accepted Subdivision Grading Plan and/or any site alteration permit. Further, no stripping of topsoil or area grading shall occur on the Lands until such time as the City Clerk has received the insurance certificate required under Condition 3.3 with copy to the City's Director of Engineering Services.

11.4.2 Imported fill shall have similar soil characteristics including type, compaction and hydraulic conductivity as the underlying native soils, unless otherwise directed by the City's Director of Engineering Services and/or the City's Chief Building Official

11.5 Geotechnical Engineer – Inspection Services - Grading

The Owner, at its sole expense, shall retain a licensed geotechnical engineer to undertake full-time inspections during the stripping of topsoil and area grading operations if required by the City's Director of Engineering Services. The geotechnical engineer shall, among other duties:

a.) undertake full-time inspections during earth works on the Lands;

b.) examine and approve sources of fill material;

c.) monitor fill placement and verify compaction by in situ density testing;

d.) certify geotechnical compliance with accepted engineering drawings for underground services and dewatering; and,

e.) certify geotechnical compliance with accepted engineering drawings for grading,

all to the satisfaction of the City's Director of Engineering Services.

11.6 Archaeological Assessment

Prior to the stripping of topsoil or area grading, the Owner shall, at its sole expense, complete an Archaeological Assessment for the Lands, to the satisfaction and approval of the Ministry of Heritage, Sport, Tourism and Culture Industries, and obtain Ministry acknowledgement of the Archaeological Assessment. Two copies of the acknowledged Archaeological Assessment along with the Ministry clearance letter for same shall be submitted to the City and Region. At least two weeks prior to undertaking any Archaeological Assessment on the Lands, the Owner shall notify the City of the start date for the Archaeological Assessment.

~~11.5 Grading Near Heritage Resources~~

~~In the case of lands containing a building, structure or property designated under the Ontario Heritage Act or a known heritage resource as formally identified by the City, or where adjacent lands contain a known heritage resource, the City's Commissioner of Integrated Planning & Public Works shall be consulted and must authorize the stripping of topsoil and area grading.~~

11.7 Grand River Conservation Authority

Prior to any grading or construction on the Lands and prior to final approval of the plan of subdivision, the Owner or their authorized agents shall submit the following plans and reports to the satisfaction of the Grand River Conservation Authority ("**GRCA**"):

a.) a detailed stormwater management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual" or successor report;

b.) a detailed Lot Grading, Servicing and Storm Drainage Plan;

c.) an Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction;

d.) the submission and approval of a permit from the Grand River Conservation Authority pursuant to Ontario Regulation 41/24 prior to any construction in a wetland and/or grading in a regulated area and/or construction of the stormwater management outlet in a regulated area.

All works on the Lands and related to the subdivision shall be undertaken, completed, and maintained in accordance with the approved plans, reports, permits and agreements described in sub-clauses a.) through d.) inclusive above, to the satisfaction of the GRCA.

12.0 PRIOR TO SERVICING

12.1 Engineering Drawings

Prior to any site servicing or subdivision construction works (excluding grading or topsoil removal), the Owner shall provide engineering drawings for all sanitary sewers, watermains, storm sewers, road base, sidewalks, pavement and all other surface and underground works set forth in Schedule 'B' and required for the subdivision pursuant to Condition 11.1. The said drawings shall be accepted by the City's Director of Engineering Services and any other authority having jurisdiction prior to undertaking any site servicing or subdivision construction works on the Lands.

12.2 Dewatering

Prior to any site servicing or subdivision construction works (excluding grading or topsoil removal), if required by the City's Director of Engineering Services, the Owner shall submit a dewatering plan with the engineering drawings referred to in Condition 12.1, to the satisfaction of the City's Director of Engineering Services.

12.3 Construction Traffic Plan – Construction Phase

Prior to any site servicing or subdivision construction works (excluding grading or topsoil removal), the Owner shall provide a Construction Traffic Plan for the servicing and construction phase of the site works, including temporary street signs and emergency access signs, to the satisfaction of the City's Director of Engineering Services. The accepted construction traffic route(s) shall remain open as long as possible, and the Owner shall advise the City prior to closing any construction traffic route(s). The Owner shall require contractors and builders to use the accepted construction traffic route(s) as their primary access in order to redirect construction traffic away from occupied residential streets and sensitive use / features. The Owner shall provide appropriate financial securities to enforce the Construction Traffic Plan.

12.4 Driveway Locations

At the time of servicing design, the Owner shall provide the City a Driveway Location Plan that establishes driveways in locations that maximize the availability of on-street parking and minimizes conflicts between the driveways and subdivision infrastructure and entrances, to the satisfaction of the City's Director of Engineering Services and Director of Transportation Services. The subdivision shall be developed in accordance with the accepted Driveway Location Plan.

12.5 Subsurface Soil Investigation

The Owner shall submit to the City a soil investigation report prepared by a qualified and licensed geotechnical engineer that provides engineering specifications and recommendations to make all lots and blocks within the subdivision adequate for foundations, roads, stormwater management facilities and all other works set out in Schedule 'B' and required to develop the subdivision (including the construction of buildings / structures thereon). The soil investigation report shall identify the presence of groundwater elevations and hydrostatic pressure that may impact footings, basements, and underground or surface works. Building permits shall not be available until the required soil investigation report has been accepted by the City's Director of Engineering Services or the City's Chief Building Official.

12.6 No Servicing Prior to Acceptance of Plans

No site servicing or subdivision construction works shall commence until the technical drawings and reports referred to in Conditions 6.1, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, and 12.5 have been accepted by the City's Director of Engineering Services and any other authority having jurisdiction.

12.7 Plans – Condition 12.1

Prior to any site servicing or subdivision construction works, the obligation in Condition 12.1 shall be satisfied, being the acceptance of the plans identified in Condition 11.1 by the City's Director of Engineering Services.

12.8 Comprehensive Engineering and Landscape Manual (CELM) Compliance

Engineering drawings for the subdivision including those specified in Condition 12.1 shall be in accordance with the City's current subdivision standards, good engineering practices, and the City's Comprehensive Engineering and Landscape Manual (CELM) as amended, unless otherwise directed by the City's Director of Engineering Services. In the event of a conflict between engineering standards, the standard applicable to the subdivision shall be determined by the City's Director of Engineering Services.

12.9 Consultant - Engineer

12.9.1 The Owner shall retain, at its sole expense, a qualified and licensed consulting engineer to prepare and co-ordinate all engineering reports, schedules, drawings, approvals, specifications, estimates, contract administration, inspection, certification, and completion of 'as-recorded' drawings required to service and construct the subdivision.

12.9.2 The Owner shall, at its sole expense, provide for the full-time supervision and inspection services of a qualified and licensed consulting engineer acceptable to the City's Director of Engineering Services for the installation of all engineering, servicing, grading and geotechnical works related to the subdivision on the Lands.

12.10 References on Drawings

If required by the City's Director of Engineering Services, maintenance procedures and timing for subdivision services and infrastructure shall be included on the engineering drawings submitted to the City for acceptance. With respect to stormwater management and drainage drawings, if requested by the City's Director of Engineering Services, quality and quantity control assurances for the maintenance of stormceptors, siltation controls and the like shall be identified on the engineering drawings submitted to the City for acceptance.

12.11 Regional Agreement for Servicing and Water Pressure & Distribution Analysis

12.11.1 Prior to any site servicing or subdivision construction works, the Owner shall enter into an Agreement for Servicing with the Region to preserve access to municipal water supply and municipal wastewater treatment services. The Region of Waterloo shall advise the City's Director of Engineering Services, prior to the execution of a Regional Agreement for Servicing, that sufficient water supplies and wastewater treatment capacity is available for this subdivision, or the portion of the subdivision to be registered.

12.11.2 Prior to any site servicing or subdivision construction works (excluding grading or topsoil removal), the Owner shall:

i.) obtain written confirmation from the Region that sufficient water pressure is available to fully service the subdivision; and,

ii.) complete a water distribution analysis for the subdivision, to the satisfaction of the City and the Region.

12.12 Enova Power Corp ("**Enova Power**") – also see Condition 8.2

12.12.1 Prior to any site servicing or subdivision construction works, the Owner shall enter into an agreement with Enova Power for the provision of permanent (and if necessary temporary) electrical services to the Lands and for the subdivision, to the satisfaction of Enova Power.

12.12.2 Further to Condition 8.2.6, the removal, replacement and/or relocation of any existing electrical distribution facilities of Enova Power shall be undertaken to the satisfaction of Enova Power.

12.13 Utilities and Telecommunications

12.13.1 Prior to any site servicing or subdivision construction works, the Owner shall make satisfactory arrangements for the provision of permanent (and where necessary temporary) utility and telecommunications services for the subdivision, including easements and/or agreements, to the satisfaction of the City.

12.13.2 The Owner shall provide for the underground installation of telecommunication, natural gas, and hydro services in the subdivision, unless otherwise agreed to in writing by the City and the applicable service provider.

12.13.3 The Owner shall make satisfactory arrangements with Enbridge Gas Inc. for the provision of permanent (and if necessary temporary) gas services to and within the subdivision, including easements and/or agreements.

12.14 Road Salt Impact Assessment

12.14.1 The Owner shall design roads with the subdivision to minimize the need for and application of salt during de-icing and winter operations, to the satisfaction of the City's Director of Engineering Services.

12.14.2 Prior to any site servicing or subdivision construction works, the Owner shall complete a road salt impact assessment for the subdivision in conjunction with the required Stormwater Management Plan, to the satisfaction of the Region of Waterloo and the City. The assessment shall calculate the loading of salt from de-icing operations to groundwater so as to ensure that groundwater concentrations of sodium and chloride will remain within the Reasonable Use Guidelines established by the Province of Ontario. The Owner shall, at its sole expense, implement the recommendations of the road salt impact assessment, to the satisfaction of the City and the Region of Waterloo.

12.15 Geotechnical Engineer – Servicing Design and Construction

The Owner, at its sole expense, shall retain a qualified and licensed geotechnical professional acceptable to the City's Director of Engineering Services to provide geotechnical expertise with respect to the design and construction/ installation of underground services and dewatering requirements for the subdivision, to the satisfaction of the City's Director of Engineering Services.

12.16 Geotechnical – Infrastructure

The Owner shall, at its sole expense, retain a qualified and licensed geotechnical professional acceptable to the City's Director of Engineering Services to inspect all infrastructure and servicing excavation areas in the subdivision. Where structural fill or soil concerns are found, the geotechnical professional shall prepare a report to the satisfaction of the City's Director of Engineering Services indicating whether-or-not the site is suitable to accept the proposed infrastructure and/or services. Where a site is not suitable for site servicing or subdivision construction works, the report shall provide professional recommendations regarding methods to remediate the site to allow for servicing and construction in accordance with accepted plans and reports, to the satisfaction of the City's Director of Engineering Services.

13.0 PRIOR TO OR CONCURRENT WITH THE REGISTRATION OF THE PLAN

13.1 Plan

Prior to final approval, the plan to be registered shall be approved by the City's Director of Planning.

13.2 Technical Plans – Prior to Final Approval

Prior to final approval, the plans and reports set out in Conditions 6.1, 11.1, 11.2, 11.3, 12.1, 12.2, 12.3, 12.4, 12.5 and 12.14 shall be accepted by the City.

13.3 OLS Verification

Prior to final approval, the Owner shall submit verification from an Ontario Land Surveyor that the proposed lots/blocks to be registered comply with the requirements of the City's Zoning By-law.

13.4 Clearances and Financial Securities

Prior to final approval, the Owner shall submit the required clearances and financial securities set out in the City's conditions of approval for the Draft Plan.

13.5 Dedication of Streets and Lanes

At the time of registration, streets and lanes shall be dedicated as public highways to the City, free of charge and clear of encumbrances. The streets shall be named to the satisfaction of the City's Commissioner of Integrated Planning & Public Works.

13.6 Lands To Be Conveyed

13.6.1 Lands to be conveyed to the City (excluding the lands identified in Condition 13.5) shall be conveyed immediately after registration, to the satisfaction of the City Solicitor.

13.6.2 Prior to final approval, Lands to be conveyed to the City at the time of registration (excluding the lands identified in Condition 13.5) may be secured through a supplementary subdivision agreement, at the discretion of the City. The form and content of the supplementary subdivision agreement shall be to the satisfaction of the City's Director of Planning and the City Solicitor.

13.7 Conveyance of Easements to Utilities and Telecommunication Service Providers

At the time of registration, the Owner shall have made secure arrangements satisfactory to the City to convey easements for utility and telecommunication services in the subdivision to the applicable utilities and telecommunication service providers.

13.8 Stormwater Management Facilities - Registration

No portion of the Lands shall be registered until all stormwater management facilities required to service the lands to be registered have been constructed, to the satisfaction of the City's Director of Engineering Services.

13.9 Multiple Residential and Non-Residential Site Signs

Prior to final approval and immediately after plan servicing, the Owner shall, at its sole expense, design, construct and install signage on the Lands that clearly notifies the public of all proposed multiple residential, mixed-use, and non-residential sites identified on the Draft Plan, the said signage to be located:

a.) on the multiple residential, mixed-use, and non-residential sites, unless otherwise consented to by the City's Commissioner of Integrated Planning & Public Works if circumstances warrant the placement of the said signage in an alternative location on the Lands; and,

b.) in clear, plain and legible sight of the adjacent public highway.

The sign's design, construction and installation shall be to the satisfaction of the City. The said signage shall comply with the City's Sign By-law, as amended.

13.10 Public Land Signage

Prior to final approval and immediately after plan servicing or within 30 days written notice from the City's Director of Planning, the Owner shall, at its sole expense, design, construct, install, and maintain signage on the Lands that clearly notifies the public of the designated locations and intended function of public spaces (including parks, open spaces, greenbelts, right of ways, trails, and the like) on and abutting the Lands, to the satisfaction of the City's Director of Planning. The sign's design, construction and installation shall be to the satisfaction of the City's Director of Planning. The Owner shall remove the signage within 30 days of receiving written notice from the City's Director of Planning. The said signage shall comply with the City's Sign By-law, as amended.

13.11 Regional Agreement for Servicing

Prior to final approval, the obligation in Condition 12.11 shall be satisfied.

13.12 Enova Power Agreement

Prior to final approval, the obligation in Condition 12.12 shall be satisfied.

13.13 Easement Plan

13.13.1 Prior to final approval, the Owner shall obtain acceptance of an easement plan (the "Easement Plan") from the City Solicitor and any other authority having jurisdiction. The Easement Plan shall identify all existing and proposed easements on the lands to be registered, including a minimum two metre (2 m) wide easement to be conveyed to the City and applicable utility providers on both sides of all streets within the subdivision, to the satisfaction of the City Solicitor.

13.13.2 At the time of registration, the Owner shall have made secure arrangements satisfactory to the City to convey all easements required in the City's conditions of approval for the Draft Plan on the accepted Easement Plan. Easements shall be conveyed free of charge and clear of encumbrances.

13.13.3 Where an easement is to be conveyed to the City, the form and content of the said easement shall be to the satisfaction of the City Solicitor.

13.13.4 Immediately following registration of each stage, the Owner shall convey all easements within the respective stage required in the City's conditions of approval for the Draft Plan on the accepted Easement Plan.

13.14 Grand River Transit

Prior to final approval, the Owner shall either:

a. provide the physical and financial resources for the construction of concrete landing pads at transit locations determined by the Region within and/or adjacent to the subdivision; or,

b. construct concrete transit landing pads at locations determined by the Region within and/or adjacent to the subdivision, to the satisfaction of the Region. For the purposes of this obligation, transit pads are approximately nine (9) metres in length, one-point-five (1.5) metres in width, with a connection to the sidewalk or multi-use trail.

13.15 Turning Circle – Financial Securities

Prior to final approval, the obligation in Condition 4.3.4(e.) shall be satisfied, being the receipt of financial securities for the removal of turning circles and the construction of the road allowance to municipal standards.

14.0 PRIOR TO EXECUTION OF AN AGREEMENT OF PURCHASE AND SALE OR RENTAL AGREEMENT

14.1 Schedule "D"

Schedule 'D' shall form an integral part of the Subdivision Agreement. The Owner shall attach a copy of Schedule 'D' to every Agreement of Purchase and Sale or rental agreement (prior to its execution) for each lot or block being purchased or rented in the subdivision.

The Owner shall require all builders within the subdivision to attach a copy of Schedule 'D' to every Agreement of Purchase and Sale or rental agreement (prior to its execution) for new homes/residential units in the subdivision.

14.2 No Occupancy Inspection

Every Agreement of Purchase and Sale or rental agreement (prior to its execution) for lots or blocks in the subdivision, or new homes/residential units in the subdivision, shall incorporate a statement indicating that builders will not request occupancy inspections until such time as all exterior finishes are substantially complete, to the satisfaction of the City's Chief Building Official.

14.3 Grading Provision in Agreement of Purchase and Sale

Every Agreement of Purchase and Sale or rental agreement (prior to its execution) for lots or blocks in the subdivision, or homes/residential units in the subdivision, shall incorporate as a condition of the sale the requirement that the purchaser comply with:

a.) the accepted Subdivision Grading Plan; and,

b.) the accepted Lot Development Plan with respect to grading.

The Owner shall remain primarily liable for full compliance with respect to grading until the two (2) year period referred to in Condition 17.2.1(b.) is complete, to the satisfaction of the City. The foregoing does not release the owner of such lot or block from being liable to keep the grading of their lot or block in compliance with the accepted Subdivision Grading Plan and Lot Development Plan, unless otherwise directed by the City's Director of Engineering Services in writing.

14.4 Agreement of Purchase and Sale – Standard Attachments

The Owner shall require all builders within the subdivision to attach the following documents and warning clauses to every Agreement of Purchase and Sale or rental agreement (prior to its execution) for new homes/residential units in the subdivision:

a.) the pertinent zoning for the lot/block/dwelling;

b.) a copy of the District Plan concept for the area, prepared by the City;

c.) a copy of the registered plan of subdivision that clearly identifies the purpose of each lot/block;

d.) written notice to prospective buyers that the attendance boundaries for students in this area has not been finalized and that they should contact the Waterloo Region District School Board and Waterloo Catholic District School Board directly with respect to school attendance boundaries;

e.) source water protection and awareness information to educate home purchasers on the proper use and storage of chemicals, nutrients and road salts, to the satisfaction of the Region of Waterloo;

f.) a copy of the following documents:
   i.) the City's "The Usual Suspects" brochure regarding pesticides, or successor brochure, if required by the City;
   ii.) City of Waterloo Fence By-law;

iii.) Facts About Waterloo Region's Drinking Water Quality, or successor brochure; and
iv.) Regional By-law Respecting the Conservation of Water;

g.) a document outlining the location of parks and parkettes, and written notice that the following may be installed within parks and parkettes:
- children's play equipment
- active recreation infrastructure
- passive recreation infrastructure;

h.) an excerpt of the Subdivision Grading Plan and Servicing Plan for the lot/block;

i.) the information required by Canada Post pursuant to Condition 8.1;

j.) prior to final approval, the Owner shall include the following statement in all Agreements of Lease or Purchase and Sale that may be entered into pursuant to Section 52 of the Planning Act, prior to the registration of this plan:

"The lot(s) and/or block(s) which are the subject of this agreement of lease or purchase and sale are not yet registered as part of a plan of subdivision. The fulfilment of all conditions of draft plan approval, including the commitment of water supply and sewage treatment services thereto by the Region and other authorities, has not yet been completed to permit registration of the plan. Accordingly, the purchaser should be aware that the vendor is making no representation or warranty that the lot or block which is the subject of this agreement of lease or purchase and sale will have all conditions of draft plan approval satisfied, including the availability of servicing, until the plan is registered."

A clause shall be included in the Subdivision Agreement regarding same.

14.5 Parking – Warning Clause

The following parking warning clause shall be included in Agreements of Purchase and Sale or rental agreements (prior to its execution) for all residential units in the subdivision:

"*Residents are hereby advised that it is their responsibility to manage their parking needs on-site, without reliance on municipal lands including but not limited to municipal highways (inclusive of roads, streets and lanes), and in accordance with applicable law, including the City of Waterloo's Zoning By-law. Driveways shall comply with the City's Zoning By-law. No portion of the driveway shall be located in front of the habitable portion of the first storey of the building, unless otherwise directed by the City of Waterloo in writing. Parking is not permitted, wholly or partially, on any lawn or on or overhanging the sidewalk, curb or an entrance walkway. On-street parking is regulated by the City of Waterloo's Traffic And*

Parking By-law. Where permitted, on-street parking may be used to accommodate short-term visitor parking, provided said on-street parking occurs in accordance with applicable law including City by-laws."

15.0 PRIOR TO ISSUANCE OF BUILDING PERMITS

15.1 No Assurance – Building Permits

15.1.1 That any approval or acceptance by the City with respect to this subdivision or any authorization to commence the installation of services/infrastructure shall not be deemed to give assurance that building permits when applied for will be issued unless all other by-laws and requirements of the City and all other applicable laws have been complied with, to the satisfaction of the City's Chief Building Official.

15.2 Soil Stabilization, Fill, Flood Protection, Etc.

15.2.1 The City's Chief Building Official may withhold the granting of building permits until required works such as soil stabilization, the placing of structural fill, installation of flood protection measures, special foundations, retaining walls, or other work is completed to their satisfaction and refuse to grant building permits on any lot or block on the Lands which, in the opinion of the Chief Building Official, is unsuitable for building because of its rocky, low lying, marshy or unstable characteristics or which may be subject to flooding, until such time as all works which may be required to make such land suitable for building or protected from flooding are completed, to the satisfaction of the City's Chief Building Official.

15.2.2 As part of every building permit application, the following information shall be submitted:

a.) geotechnical details for the lot, including any structural fill requirements;

b.) details on any structural fill pads, including limits of the fill pad in relation to the building envelope;

c.) the maximum elevation of the seasonally high groundwater table;

d.) the maximum elevation of any groundwater mounding (where applicable); and,

e.) the elevation of the basement footings to verify compliance with the footing tables in the Ontario Building Code and conditions of draft approval for this subdivision.

15.2.3 Building footings shall be located at least 0.6 metres above:

- the maximum elevation of the seasonally high groundwater table; and,
- the maximum elevation of any groundwater mounding, unless otherwise directed by the City.

15.2.4 If required by the City's Chief Building Official, all foundations on structural fill or native soils shall be inspected by a qualified and licensed geotechnical engineer acceptable to the City's Chief Building Official prior to the placement of concrete to ensure the subgrade soils are capable of supporting the building foundations, and to confirm the building envelope does not extend beyond the limits of the structural fill pad.

15.3 Development Charges and Community Benefit Charges

15.3.1 Prior to the issuance of a building permit, all applicable development charges shall be paid to the City at the applicable rates, in accordance with Schedule 'C' of the required Subdivision Agreement.

15.3.2 Prior to the issuance of a building permit, all applicable community benefit charges shall be paid to the City at the applicable rates.

15.4 Lot Development Plan

If required by the City, a "Lot Development Plan" for each lot/block shall be submitted with every building permit application. The form and content of the Lot Development Plan shall be to the satisfaction of the City's Chief Building Official. The Chief Building Official may, at their sole discretion, refuse to issue a building permit until a Lot Development Plan has been received and accepted by the City. The Lot Development Plan shall be prepared by a licensed and qualified consulting engineer acceptable to the City's Chief Building Official, who shall:

a.) certify that the Lot Development Plan conforms to the plans set out in Conditions 11.1, 12.1, and 12.4 and the report set out in Condition 12.5;

b.) provide a description of the environmental purpose of any natural features on the lot/block;

c.) set on-site grades, including top of foundation grades, in accordance with the accepted Lot Development Plan and applicable law;

d.) ensure the implementation of the tree saving / protection and tree planting requirements of the accepted Lot Development Plan;

e.) ensure the implementation of stormwater management, infiltration, and drainage requirements identified on the accepted Lot Development Plan; and,

f.) ensure the implementation of erosion and sediment control requirements identified on the accepted Lot Development Plan.

The consulting engineer shall inspect and certify in writing that each building foundation when construction is on standard fill pads, as shown on the accepted Lot Development Plan, to the satisfaction of the City's Chief Building Official.

15.5 Lot Development Plan Deposit

15.5.1 The Owner shall, prior to the issuance of a building permit, submit financial securities as set out in the Subdivision Agreement, to ensure compliance with the accepted Lot Development Plan required by Condition 15.4. The performance deposit will be refunded in accordance with timing specified in the Subdivision Agreement. The City may draw on all or a portion of the financial securities and/or Letter of Credit to remedy non-compliance with a Lot Development Plan, as determined by and to the satisfaction of the City's Chief Building Official.

15.6 Lot Development Plan Provided To New Home Purchasers

The Owner shall require all builders within the subdivision to provide the Lot Development Plan for the lot or block to every new home purchaser within the subdivision. The Lot Development Plan shall be given to the new home purchaser immediately after the final Lot Development Plan is prepared and prior to the submission of any building permit on the related lot or block, with a statement that the Lot Development Plan remains subject to City approval.

15.7 Water Saving Fixtures

The Owner shall require all developers/builders within the subdivision to utilize water saving fixtures in all residential units, to the satisfaction of the City's Chief Building Official.

15.8 Underground Services

a.) Prior to the issuance of the first building permit in each subdivision registration, the Owner shall:

i.) construct the "Underground Services to Base Asphalt" as set out in Schedule 'B' of the required Subdivision Agreement, and provide an engineering consultant's certification for the underground

services and works, to the satisfaction of the City's Director of Engineering Services;

ii.) provide written evidence verifying that secure arrangements have been made for the installation of underground natural gas, hydro and telecommunication services, to the satisfaction of the City's Director of Engineering Services;

iii.) satisfy the approval conditions applied to the Draft Plan related to the provision of hydro electric services for the subdivision, to the satisfaction of the City's Director of Engineering Services;

iv.) satisfy the approval conditions applied to the Draft Plan related to the provision of natural gas services for the subdivision, to the satisfaction of the City's Director of Engineering Services;

v.) satisfy the approval conditions applied to the Draft Plan related to the provision of telecommunications services for the subdivision, to the satisfaction of the City's Director of Engineering Services.

b.) Prior to the City's Building Standards Division undertaking an occupancy inspection, the Owner shall verify in writing that underground natural gas, hydro and telecommunication services have been installed and are functional, to the satisfaction of the City's Chief Building Official.

For the purposes of Condition 15.8 and the conditions of draft approval for the Draft Plan, telecommunication services shall include, but are not restricted to, cable television and telephone services.

15.9 Services Required Prior to Issuance of Building Permit

The City's Chief Building Official may withhold the issuance of a building permit or permits to the Owner, its successors or assigns, for any lot or block on the Lands until:

a.) the street fronting the lot/block has been provided with sanitary sewers, storm sewers, watermains, road base, necessary utilities, and service connections;

b.) the infrastructure in Condition 15.9 a.) is sufficiently sized to fully service the development;

c.) the infrastructure in Condition 15.9 a.) has been connected to the City's servicing systems, the municipal road network, and the utility distribution system in accordance with applicable law, applicable agreements and permits, and to the satisfaction of the City's Director of Engineering Services;

d.) the City's Director of Engineering Services has verified that sufficient servicing capacity is available to fully service the development; and,

e.) all easements and land dedications related to the services in Condition 15.9 a.) have been transferred to the City and registered,

all to the satisfaction of the City's Chief Building Official.

No building permit on any lot or block on the Lands shall be applied for until the obligations in a.) to e.) above are satisfied, unless otherwise agreed to by the City's Chief Building Official.

15.10 Emergency Services – Access And Measures

Prior to the issuance of the first building permit in each subdivision registration, the Owner shall consult the City's Fire Rescue Services Division and obtain emergency access and fire protection requirements for said stage. The Owner shall, at its sole expense, construct and maintain the required emergency access and fire protection measures identified by the City's Fire Rescue Services Division, to the satisfaction of the City's Fire Rescue Services Division. In the event that the Owner does not comply with this condition, the City may remedy the default and charge the cost thereof against the Letter of Credit.

15.11 Geotechnical – Buildings

15.11.1 The Owner shall retain a qualified and licensed geotechnical professional acceptable to the City's Chief Building Official to inspect all building excavation areas. Where structural fill or soil concerns are found, the said geotechnical professional shall prepare a report to the satisfaction of the City's Chief Building Official indicating whether or not the site is suitable to accept the proposed building construction. Where a site is not suitable for construction, the report shall provide professional recommendations regarding methods to remediate the site to allow for construction, to the satisfaction of the City's Chief Building Official.

The geotechnical professional shall confirm that subgrade soils are capable of supporting the foundation, and confirm that the building envelope does not extend beyond the limits of the structural fill pad.

15.11.2 If requested by the City's Chief Building Official, a geotechnical investigation shall be provided for all large structures (including but not limited to townhouse buildings) in order to provide specific recommendations for the design of foundations for such structures, to the satisfaction of the City's Chief Building Official.

15.11.3 If methods to remediate soil conditions on the site to allow for construction include pilings or the like, such methods shall be to the satisfaction of the Region of Waterloo and the City's Chief Building Official, and shall not negatively impact or have the potential to negatively impact (either directly or indirectly) underground aquifers without the prior written consent of the Region of Waterloo.

15.12 Verification of Capacity

No building permits shall be issued for any lot or block until the City has verified that sufficient servicing capacity is available to fully service the lands and proposed development within the lot or block, to the satisfaction of the City's Director of Engineering Services. Without restricting the generality of the foregoing, verification shall include servicing capacity of receiving sanitary pumping stations and related forcemains.

15.13 Prior to final approval, if geothermal wells are proposed and permitted on the Lands (including in the City's Zoning By-law), the Owner shall enter into an agreement with the Regional Municipality of Waterloo to provide for completion of the required studies as outlined in Policy 8.A.4 of the Regional Official Plan (or successor policies) prior to the issuance of building permit(s), to the satisfaction of the Regional Municipality of Waterloo. A copy of said agreement shall be provided to the City's Chief Building Official immediately after its execution.

16.0 PRIOR TO RELEASE OF THE SUBDIVISION AGREEMENT

16.1 Release

16.1.1 The City may, but shall not be obligated to, at its discretion, release all or part of the Subdivision Agreement and any supplementary agreement thereto from any lot or block in the subdivision after all terms and provisions of the said agreement(s) applicable to the said lot or block have been complied with, to the satisfaction of the City's Commissioner of Integrated Planning & Public Works and the City Solicitor.

16.1.2 The City may, but shall not be obligated to, at its discretion, release the Owner from any obligation in the Subdivision Agreement and any supplementary agreement thereto after the obligation has been satisfied to the satisfaction of the City's Commissioner of Integrated Planning & Public Works, or the City's Commissioner of Integrated Planning & Public Works (or designate) determines that the obligation is no longer required for the proper and orderly development of the Lands or any part thereof.

16.2 Release Costs

The cost of any release or notice deleting the Subdivision Agreement or any supplementary agreement thereto from title shall be borne by the Owner.

16.3 Compliance Letters

Upon the written request of the Owner and payment of applicable fees by the Owner and the provision of all documentation and information requested by the City, the City will provide a compliance letter with respect to the Subdivision Agreement and any supplementary agreement thereto, or any part thereof, as of the date of the request.

17.0 OTHER SPECIFIED TIMEFRAMES

17.1 Service Connections

The Owner shall be responsible for the maintenance and repair of all service connections from the main to the property line until such time as the City assumes such services, to the satisfaction of the City's Director of Engineering Services and the City's Director of City Utilities.

17.2 Development Compliance Letter Representative

17.2.1 A qualified and licensed representative of the Owner shall, at the Owner's expense, undertake inspections and clearances related to development compliance letters. The Owner shall provide written notification to the City's Director of Engineering Services of its selected representative prior to the representative performing any final inspections. The Owner further agrees that should its representative become unavailable to perform their duties, a new qualified and licensed representative shall be appointed by the Owner to the satisfaction of the City's Director of Engineering Services. The representative:

a.) must be accepted by the City's Director of Engineering Services as qualified to perform final inspections;

b.) will be responsible for managing and resolving all drainage complaints for lots and blocks within the subdivision for a period of two (2) years following the date of the City's acceptance of the development compliance letter for the lot or block, to the satisfaction of the City's Director of Engineering Services, but shall not be responsible for changes to the drainage made by a developer or owner in accordance with permits or approvals granted by the City; and,

c.) will not be responsible for drainage complaints arising after the completion of the two (2) year period referred to in b.) above, or for changes to the drainage made by a developer or owner in accordance with permits or approvals granted by the City. Drainage complaints arising out of changes made after the said two (2) year period shall be the responsibility of the party who made the changes.

17.2.2 The Owner shall supervise the representative in Condition 17.2.1, and require the representative to perform the obligations of Condition 17.2.1, to the satisfaction of the City's Director of Engineering Services.

17.2.3 The Owner shall pay all costs related to the resolution of drainage complaints submitted within the time period specified in Condition 17.2.1(b.), but shall not be responsible for changes to the drainage made by a developer or owner in accordance with permits or approvals granted by the City.

17.2.4 Notwithstanding anything to the contrary, complaints arising from unauthorized grading and drainage by a developer or owner shall be directed to the said developer or owner for resolution, and the responsibility to remedy any impacts caused by the unauthorized grading and/or drainage shall rest solely with the developer or owner including all costs related thereto. If directed by the City's Director of Engineering Services in writing, the developer or owner shall immediately restore the grading and/or drainage on their lot or block to comply with the accepted Lot Development Plan and all other applicable engineering approvals of the City and any other authority having jurisdiction, to the satisfaction of the City's Director of Engineering Services.

17.3 Development Compliance Letter

Immediately after completion of building construction, planting, fine grading, and sodding, the Owner's representative referred to in Condition 17.2.1 shall submit a development compliance letter to the City's Director of Engineering Services certifying that the lot or block has been developed in accordance with the accepted Lot Development Plan, to the satisfaction of the City's Director of Engineering Services. Upon request, a release for each lot or block will be issued when:

a) the provision of all documentation and information requested by the City is received;

b) the development compliance letter is filed and accepted by the City; and,

c) the maintenance period has been completed, to the satisfaction of the City's Director of Engineering Services

17.4 Migratory Birds Convention Act

a.) The Owner agrees that no clearing of vegetation on the Lands, other than removal of agricultural crops, shall occur during the bird breeding season (April 1 to August 31) in compliance with the Migratory Birds Convention Act, unless it can be ascertained by a qualified expert that the proposed clearing will not have the potential to disturb or destroy migratory birds protected by the Act or their active nests, to the satisfaction of the City.

b.) No grading within open space buffers shall be undertaken on Lands during the breeding bird season of April 1 to August 31 unless it can be ascertained by a qualified expert that the proposed works will not have the potential to disturb or destroy migratory birds protected by the Act or their actives nests, to the satisfaction of the City.

This condition does not replace or diminish the provisions of the Migratory Bird Convention Act, 1994 (S.C. 1994, c.22) as amended, or any obligation to comply therewith.

18.0 LEGAL AND ADMINISTRATIVE

18.1 Easements

a.) The Owner shall, at its sole expense, upon written request, convey to the City or the Region (as the case may be) all easements and lands required to provide for access, drainage, municipal infrastructure, and/or municipal works, including but not restricted to the extension of municipal services within any stage of the subdivision, to the satisfaction of the City Solicitor. The form and content of the said easements and land dedications shall be to the satisfaction of the respective municipality and its solicitor. Such conveyances shall be free of charge and clear of encumbrances.

b.) The Owner shall, at its sole expense, convey to the appropriate provider all easements required for utility and telecommunication services, within any stage of the subdivision, coincident with or immediately following the registration of such stage, to the satisfaction of the City Solicitor. Such conveyances shall be free of charge and clear of encumbrances to the satisfaction of the utility or telecommunications service provider.

18.2 Indemnification

The Owner shall unconditionally and irrevocably indemnify and hold harmless the City and its elected officials, officers, employees, agents, contractors, and others

for whom the City is responsible in law (collectively and individually, “Indemnitees”) from and against any and all actions, causes of action, suits, claims and other proceedings which may be brought against or made upon the Indemnitees and from and against all loss or damage (including bodily injury, death, property damage or environmental impairment), liability, judgment, costs, charges, demands, or expenses which the Indemnitees may sustain, suffer or be put to, including resulting from or arising out of any loss, damage, injury or death to any person or property, howsoever caused, directly or indirectly, in connection with the Lands, development of the Lands, works on and/or in relation to the Lands and/or development thereon, and all matters, financial or otherwise, in relation to the Draft Plan, to the satisfaction of the City Solicitor. The form and content of the indemnity shall be to the satisfaction of the City Solicitor.

18.3 Contaminated Soil Indemnification

The Owner shall indemnify and hold harmless the City, its elected officials, officers, employees, solicitors, agents, and contractors from and against any and all costs, claims, demands, damages, fines, penalties, expenses, suits, actions, and judgments made, brought or recovered against the City arising in connection with any environmental condition, contaminants, and/or soil problems defined by current environmental laws and found on or in relation to the Lands, including any lands dedicated or to be dedicated to the City through the terms and provisions of the approval of the subdivision on the Lands. The Owner shall pay all costs associated with the removal, treatment and disposal of such environmental condition/contamination, all of which shall be to the satisfaction of the City’s Director of Engineering Services. The form and content of the indemnity shall be to the satisfaction of the City Solicitor.

18.4 Adequacy of Soils Not Confirmed

That the Owner agree that any City approvals, including but not limited to zoning, subdivision and site plan approvals, do not verify or confirm the adequacy of soil and/or environmental conditions on the Lands and the Owner accept complete responsibility for soil and environmental conditions on the Lands (including soil composition, soil contamination, soil stability, geotechnical suitability, and soil load bearing capacity) and agrees:

a.) to comply with the *Environmental Protection Act* (or successor legislation) and any other applicable environmental legislation; and,

b.) to indemnify and save the City harmless from all actions or claims relating to soil conditions and environmental conditions on the Lands, to the satisfaction of the City Solicitor

18.5 Construction Act – Draw on Letter of Credit

Any liens pursuant to the Construction Act, as amended, with respect to the Lands that the Owner does not have removed within 30 days of written notice, shall constitute a default by the Owner of the terms of the Subdivision Agreement and any supplementary agreement thereto, and shall entitle the City (but not require the City) to draw down / on any or all of the Letter of Credit and financial securities related to the subdivision and to utilize said draw to make payment into court of the holdback together with costs in order to remove such lien from title, without prejudice to the Owner's rights to dispute such lien.

18.6 Advanced Timing of Infrastructure

Should advancement of the timing of infrastructure be needed for the development of the Lands and/or supporting infrastructure, the Owner may request such advancement in writing to the City or the Region of Waterloo (as the case may be). The City or the Region of Waterloo (as the case may be) shall consider the request in accordance with their advanced timing of infrastructure policies and practices, municipal objectives, financial means, the efficient and cost effective expansion of infrastructure, and any other matters deemed appropriate by the City or the Region of Waterloo. The decision to permit advanced timing of infrastructure shall be at the sole discretion of the City or the Region of Waterloo (as the case may be). The payment of advanced infrastructure shall be front-ended by the Owner, and repayment shall be made in accordance with an advanced timing of infrastructure agreement between the parties.

18.8 Force Majeure, Estoppel, Assignment Clauses

That the Owner agree that the Subdivision Agreement and any supplementary agreement thereto may, at the discretion of the City, contain a force majeure clause, estoppel clause, and assignment clause. The form and content of such clauses shall be to the satisfaction of the City Solicitor. Without limiting the generality of the foregoing, sample clauses are set forth below:

<u>Force Majeure – Subdivision Agreement</u>
In the event that either party hereto is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive laws or regulations of the Federal or Provincial governments, riots, insurrection, war or by reason of the order or direction of any administrator, comptroller, board, Federal or Provincial governmental department or office or other authority required thereby or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period

of such delay. Notwithstanding anything herein contained, the provisions of this clause shall not entitle either party to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Estoppel – Subdivision Agreement
The Owner agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal or other body, the right of the parties to enter into this Agreement and to enforce each and every term, covenant and condition contained herein. This provision may be treated as an estoppel by the City against the Owner or anyone else.

Assignment – Subdivision Agreement
This Agreement may not be assigned by the Owner unless the proposed assignee first separately agrees in writing with the City to assume all of the obligations and covenants of the Owner hereunder, and such assignment shall not release the Owner from said obligations. For the purposes of this clause, an assignment shall include the sale, transfer or pledge of shares in the Owner which would change the present ownership of the Owner. A consent to any such sale, transfer or pledge of shares shall not constitute consent for any subsequent sale, transfer or pledge of the Owner's shares

18.9 Binding on Successor and Assigns

All of the covenants, provisions, agreements, obligations, terms, conditions and understandings contained in the Subdivision Agreement and any supplementary agreement thereto shall run with the Lands and shall be binding upon and enure to the benefit of each of the parties and upon their respective heirs, executors, administrators, successors and permitted assigns and upon future owners and occupiers of the Lands from time to time. The transfer or other disposition of the property shall not release the Owner from any covenants or obligations under the Subdivision Agreement or any supplementary subdivision agreement.

18.10 Registration

The Subdivision Agreement and any supplementary agreement thereto shall be registered by the City at the Owner's expense as a first charge against the title to the Lands in priority to all other charges and encumbrances, and the Owner shall obtain and register postponement agreements executed by all mortgagees and chargees in respect to all mortgages and charges registered against the Lands prior to final approval of the Subdivision Agreement, or prior to the registration of an applicable supplementary subdivision agreement, to the satisfaction of the City Solicitor.