

1) That this approval apply to the revised draft plan prepared by Upper Canada Consultants dated June 5, 2018, 2018 showing:

- Blocks 1 to 54 for single detached dwelling units
- Block 55 for open space
- Blocks 56 to 71 for street townhouse units
- Blocks 72 to 76 for walkway/pathway
- Block 77 for park
- Blocks 78 to 80 for utilities corridor/park
- Block 81 for stand pipe
- Blocks 82 to 84 for stormwater pond facility
- Blocks 85 to 87 for watercourse
- Blocks 88 to 89 for stormwater facility access way
- Block 90 for road widening
- Block 91 for future road
- Block 92 for future development
- Roads (Streets 'A to P')

Phasing

2) That the Owner is permitted to proceed with development as follows:

- i. An initial phase of 50 lots can be serviced, registered and constructed with no limitations related to the new collector road connection to Argyle Street South as described in the memo completed by CIMA, dated May 24, 2018, and titled "Caledonia East-West Road Planning to the Southern Urban Boundary". Phase 1 shall be adjacent to McKenzie Road, incorporate any required upgrades to McKenzie Road per the Traffic Impact Study prepared by Paradigm, and include dedication of the Block 55 woodlot and parkland blocks contained in said Phase 1;
- ii. A second phase of 125 lots can be serviced as part of the initial phase identified in 2) i. above, but cannot be final registered and constructed until the Environmental Assessment, detailed design, archaeological assessment and land securement processes are completed and construction initiation is imminent for the new collector road connection to Argyle Street South as described in the memo completed by CIMA, dated May 24, 2018, and titled "Caledonia East-West Road Planning to the Southern Urban Boundary". Phase 2 shall include development and dedication of the trail system within Blocks 78 to 80;
- iii. Any development beyond the initial 175 lots described in 2) i. and ii. above can only be serviced, registered and constructed once the new collector road connection to Argyle Street South, as described in the memo completed by CIMA, dated May 24, 2018, and titled "Caledonia East-West Road Planning to the Southern Urban Boundary", is constructed and operational.

3) That the Owner shall provide a phasing plan to the satisfaction of Haldimand County and which generally directs development in a west to east and north to south progression.

- 4) That only those conditions pertaining to the particular phase being registered need to be satisfied. Applicability of conditions to each phase will be determined by the County and any external review agencies, as applicable.
- 5) That prior to final approval and registration of each phase, the Haldimand County Chief Planner confirms in writing that the phase is within the 20 year planning horizon and is not premature in terms of supply.
- 6) That prior to final approval and registration of each phase, the Owner shall provide to the County for its review and approval by the Chief Planner a written evaluation of the resultant greenfield density (persons and jobs per hectare). This evaluation is to be completed on both an individual phase and an overall development-to-date basis as the project advances beyond Phase 1. The overall subdivision is to achieve a density of not less than 46 persons and jobs per hectare.
- 7) That prior to registration of each phase of the plan of subdivision, the Owner submits a draft M-Plan showing the final lot layout for all lots and lot-less blocks, to the satisfaction of the Chief Planner.

Zoning and Easements

- 8) That prior to final approval and registration, the Owner shall verify that appropriate zoning is in effect for the proposed plan of subdivision.
- 9) That prior to final approval and registration, the Owner shall certify that the proposed lots conform to the provisions and requirements of the Zoning By-law.
- 10) That prior to final approval and registration, the owner shall convey 0.3 metre (1 foot) reserves along any dead ends or open road allowances, including any temporary turning circles created in the proposed plan.
- 11) That prior to final approval and registration, such easements as may be required for utility, storm, sanitary, water, rear yard maintenance accessibility, drainage purposes and public access shall be granted to the appropriate authority.

Parking

- 12) The Owner shall prepare a parking plan for the approval of Planning & Development Division. The plan shall maximize on-street parking and shall generally consolidate parking on one side of the street and on the side opposite to fire hydrant infrastructure. All required parking signage shall be installed in accordance with the approved plan as part of each applicable phase.

Roads

- 13) That the streets shall be named to the satisfaction of Haldimand County.

- 14) That the road allowances included in the draft plan shall be dedicated as public highways on the final plan of subdivision. Daylight triangles at all street intersections shall also be provided to the satisfaction of the County and are to be shown on the final plan as part of the public right-of-way.
- 15) That the Owner shall agree that all road allowances shown on the draft plan will be designed in accordance with the current requirements of Haldimand County or any alternative standards that are deemed satisfactory and agreed to by the County.
- 16) The Owner shall provide an updated final Traffic Impact Study (to be prepared by Paradigm) which outlines all traffic improvement details, including timing and costing and calming measures in existing residential areas to the north, to the satisfaction of and subject to the approval of the Director of Engineering Services.
- 17) That prior to final approval, the Owner shall agree in writing to fund, construct, and implement all necessary traffic improvements as identified in the final Traffic Impact Study (by Paradigm) and the final Caledonia Master Servicing Plan (prepared by Wood), to the satisfaction of the Director of Engineering Services.
- 18) That prior to submission of the final plan, the Owner shall agree to identify all required road widening blocks and dedicate them on the final plan as public highway.
- 19) That the Owner shall agree to construct all roads, supply and install all street signs, complete pavement markings and treatments and all related road infrastructure to the satisfaction of the Director of Engineering Services.

Servicing

- 20) The Owner shall agree to prepare and submit for the approval of Director of Engineering Services, an engineering site servicing plan showing all grading and servicing. In addition, the Owner shall agree to pay for any servicing improvements off-site necessitated to service the subject lands, including the upgrading and extension of conveyance infrastructure where such improvements are considered local service or are not identified as Development Charge applicable.
- 21) That prior to final plan approval the Owner shall provide a pumping station design and operations plan for the review and approval of the Director of Engineering Services.
- 22) That prior to final plan approval, Haldimand County shall confirm in writing that sewage and water capacity is available and assigned to this development. This shall include confirmation that all conveyance infrastructure is in place or approved for construction to align with and accommodate the proposed construction.
- 23) That prior to final plan approval, the Owner shall prepare and submit all necessary applications and supporting materials relating to any required Environmental Compliance Approvals and / or Environmental Assessment(s) and obtain all necessary Provincial approvals for such.

Stormwater Management

- 24) The Owner shall prepare and submit for the approval of the Director of Engineering Services, a detailed stormwater management report and plan, in accordance with current provincial guidelines, to address quality and quantity attenuation requirements and which incorporates municipal landscaping requirements to the satisfaction of the County.
- 25) Prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
 - i. A final stormwater management report in accordance with the Preliminary Site Servicing and Stormwater Management Design report;
 - ii. An erosion and siltation control plan in accordance with the Grand River Conservation Authority 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;
 - iii. Detailed lot grading and drainage plans;
 - iv. The approval and issuance of a Permit from the GRCA for any development within the regulated areas on the subject lands pursuant to Ontario Regulation 150/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation).

Grading

- 26) The Owner shall prepare and submit detailed lot grading and drainage plans for the overall subdivision prior to any grading or construction on the site and prior to registration to the satisfaction of the Director of Engineering Services.
- 27) The Owner agrees that prior to any grading or construction on the site and prior to registration of the plan, the Owner shall submit an erosion and sedimentation control plan showing how erosion will be minimized and silt maintained on-site throughout all phases of grading and construction, to the satisfaction of the Director of Engineering Services.
- 28) The Subdivision Agreement include a clause requiring the Owner to top soil and seed areas that have been graded but are not required within one year for development purposes.

Parks, Trails, Walkways and Landscaping

- 29) That the Owner provide the County with parkland in the form of Blocks 77 to 80 as shown on the plan of subdivision, including all easement holders and provide the necessary transfer of documents to the County.
- 30) That the woodlot block, identified as Block 55, be dedicated to the County free of all encumbrances as part of the registration of Phase 1.
- 31) That a uniform rear yard fence, in a style to be approved by the County, be provided by the developer for all the lots adjacent to the Blocks 78 to 80 described in Condition 29

above. Any fence is to be placed on the homeowner's side of the property line to ensure ongoing maintenance is the responsibility of the homeowner.

- 32) That the Owner shall agree in writing to satisfy all the requirements of Haldimand County prior to final plan approval regarding developing and constructing the proposed recreational trail system within the open space Blocks 78 to 80. The Owner shall assume all costs associated with trail design and construction and complete it in accordance with County design criteria and as part of the second phase of development.
- 33) That the Owner, as part of the trail construction specified in the above condition 32, shall construct and dedicate trail linkages through the subdivision via the parcels identified as Blocks 72 to 76 that are of an appropriate size and design, as approved by Haldimand County.
- 34) The Owner shall maintain the recreational trail and trail connections until such time as the County assumes the infrastructure. Trails are to be assumed by the County upon completion of construction and final inspection by County staff. All trails and connections are to be provided with a 2 year warranty period to address any deficiencies, defects, etc. Any repairs to the trails within the 2 year warranty period will be the obligation of the Owner.
- 35) That the Owner shall provide a landscaping plan relating to landscaping in the public road allowance to the Haldimand County Planning and Development Division for review and approval by the Chief Planner and County Forestry Manager. The plan shall include tree planting details for the streets within the subdivision and other landscaping details associated with community mailboxes and screening of any utility buildings or above ground infrastructure in the municipal road allowance. The landscaping plan shall incorporate a mixture of native species to help prevent spread of disease. This applies to trees which are to be planted on public lands as part of the subdivision development.
- 36) That as part of any landscaping within a particular phase, the Owner shall provide the County with a 2 year warranty on all plantings. This shall be included as part of the subdivision agreement. Any required replacement of plantings within the 2 year warranty period will be the obligation of the Owner, notwithstanding that individual lots may be transferred to other owners.

External Agencies

- 37) That prior to final approval, the Owner provide to Union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for the project, in a form satisfactory to Union Gas Limited.
- 38) That the Owner shall satisfy the requirements of a telecommunication provider(s), including connection fees and easements.
- 39) That prior to final approval, the Owner is required to satisfy the requirements of Canada Post as it relates to the provision of mail delivery, mail boxes (including community mail boxes), all fees associated therewith and any other such requirements identified by Canada Post. Specifically:

- i. The Owner shall consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans;
- ii. The Owner agrees, prior to offering any units for sale/rent, to display a map on the wall of the sales office in a place readily accessible to potential owners/renters that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- iii. The Owner agrees to include in all offers of purchase/rental a statement which advises the purchaser/renter that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected owners/renters of any established easements granted to Canada Post to permit access to the Community Mail Box.
- iv. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents/tenants as soon as the homes/businesses are occupied.
- v. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - Any required walkway across the boulevard, per municipal standards
 - Any required curb depressions for wheelchair access, with an opening of at least two to three metres (consult Canada Post for detailed specifications)
 - A Community Mailbox concrete base pad per Canada Post specifications.

40) That prior to final approval, grading and servicing, the owner shall obtain clearance from the Ministry of Tourism, Culture and Sport for an archaeological assessment of the development property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resource found.

41) That the Owner shall satisfy Hydro One Network Inc. (HONI) as it relates to the following:

- a) The developer must contact Agnes Reid, Real Estate Coordinator at (905) 946-6202 to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.
- b) Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
- c) Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.

- d) At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected where subdivision lots directly abut the transmission corridor after construction is completed.
 - e) The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
 - f) HONI's easement rights must be protected and maintained.
- 42) That prior to final approval, the Owner shall consult with and obtain clearance from Trans-Northern Pipelines Inc. regarding facilities and infrastructure locations, pipeline crossings and development setbacks.
- 43) The easement rights of Hydro One Network Inc., Trans-Northern and any other external agencies and their legal predecessors are to be protected and maintained at all times.

Notices and Warnings Clauses

- 44) That the Owner agrees to register on title and include in all Offers of Purchase, Sale or Lease related to property within the Plan of Subdivision clauses informing future purchasers and tenants of the following:
- i. No alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of Haldimand County.
- 45) That the Owner agrees to register on title and include in all Offers of Purchase, Sale or Lease related to certain property within the Plan of Subdivision clauses informing future purchasers and tenants of the following:
- i. For those lots backing onto open space Blocks 78 to 80: That the open space within Blocks 78 to 80 is within the ownership of Haldimand County and is to remain in a naturalized state with no maintenance to be performed by the County other than to the trail located within said block and its immediate surrounds. There is to be no removal or modification of the chain link fence at the rear property boundary without expressed written consent of Haldimand County and that the purchaser/tenant is responsible for the care and maintenance of the said fence.
- 46) That the Owner agrees to register on title and include in all Offers of Purchase, Sale or Lease related to certain property within the Plan of Subdivision clauses informing future purchasers and tenants of the following:
- i. For those lots backing onto open space Block 55: That the woodlot within Block 55 is within the ownership of Haldimand County and is to remain in a naturalized state with no maintenance to be performed by the County other than that required for the health and well-being of the woodlot. There is to be no removal or alteration of any kind to any of the trees or naturalized areas within the woodlot without expressed written consent of Haldimand County.

Further, there is to be no removal or modification of the chain link fence at the rear property boundary without expressed written consent of Haldimand County and that the purchaser/tenant is responsible for the care and maintenance of the said fence.

47) That the Owner agrees to register on title and include in all Offers of Purchase, Sale or Lease related to certain property within the Plan of Subdivision clauses informing future purchasers and tenants of the following:

- i. That the purchaser/tenant is responsible for the care of street trees in the boulevard for a period of 2 years, including regular watering.

48) That the Owner agrees to register on title and include in all Offers of Purchase, Sale or Lease related to certain property within the Plan of Subdivision clauses informing future purchasers and tenants of the following:

- i. For all lots backing onto or adjacent to stormwater management ponds and stormwater drainage channels: That the purpose of the pond/channel is to manage the quality and quantity of stormwater runoff from the development and that from time to time there will be standing water within the pond / channel.

49) That the Owner shall prepare and provide to all purchasers an educational brochure that deals with environmental management considerations such as maintenance of any lot level infiltration facilities, restoration, dumping in buffers and stormwater management facilities and maintaining lot drainage/grading.

Urban Design

50) That development of each phase shall generally align with the Beattie Estates Urban Design Guidelines, dated July 8, 2015.

51) That prior to the final approval and registration of each phase, the Owner shall provide the County with a unit type layout for each block and a written evaluation of how said phase will be designed to generally conform to the Beattie Estates Urban Design Guidelines, dated July 8, 2015 ('Guidelines') and that further, the subdivision agreement shall contain a commitment clause wherein the Owner agrees to developing the phase in general conformity with the Guidelines.

52) That prior to final approval and registration of the Phase 1 of development, the Owner shall provide to the County for its review and approval a streetscape plan for the westerly perimeter of the subject property that runs parallel to McKenzie Road.

53) That the Owner maintain subdivision billboards at the major entrances and provide notice of the approved plans and zoning to all purchasers.

54) That the Owner place specific signage on the future development blocks, to identify their future use and that such signage be maintained until their subsequent development.

- 55) That the Owner prior to registration prepare and submit for County approval a plan showing the location of all above ground utility infrastructure including utility boxes and pedestals and community mail locations.

Miscellaneous

- 56) That prior to final plan approval, the owner shall agree in writing to satisfy all the requirements, financial or otherwise, of Haldimand County concerning:
- i. Municipal services
 - ii. Lot grading
 - iii. Drainage
 - iv. Stormwater management
 - v. Roads, curbs and sidewalks
 - vi. Trail construction
 - vii. Construction operations requirements, including establishment of construction access routes, street cleaning requirements, tree hording, topsoil storage, etc.
- 57) That the Holding Provision (H) shall remain in place for each phase of development until servicing capacity is available; the subdivision agreement has been registered; southern arterial road construction has commenced and, dwelling elevation plans have been submitted and deemed acceptable by Haldimand County for the townhouse blocks.
- 58) That a subdivision agreement shall be entered into by the Owner and the County and registered on title with said agreement incorporating all the Owner's obligations for compliance with standards, maintenance, conveyances, security submission, fee payments and phasing.
- 59) Pursuant to Section 51(32) of the Planning Act, R.S.O. 1990, Draft Plan Approval, together with all conditions, shall lapse in ten (10) years from the date of the granting of Draft Plan Approval.
- 60) Prior to final approval the County must be advised in writing, by the Owner, how Conditions 1 to 60 inclusive have been satisfied including any written clearances associated with the conditions which are to be provided by the Owner.