

Conditions of Draft Plan Approval

Plan of Subdivision:	S-B-2022-02
Applicant:	Simcoe 16700 Inc
Location:	16700 Simcoe St. Part of Lot 24, Concession 7 (Manilla)

Conditions of Draft Approval to be cleared prior to Final Plan approval and Registration of this Subdivision are as follows:

1. The final plan shall relate to the draft plan of subdivision, prepared by Michael Smith Planning Consultants, identified as Drawing Number 1309-00, dated May 29, 2024 (Revision Date January 7, 2025), which illustrates 31 detached dwelling lots, a stormwater servicing block, a road widening block and a municipal road.

Township of Brock

2. The Owner shall enter into a subdivision agreement with the Township of Brock to satisfy all requirements, financial and otherwise, of the Township and such agreement may deal with matters including, but not limited to, the provision and installation of roads, services, drainage, landscaping and other requirements of the Township.
3. The lots within the draft plan of subdivision shall conform to the requirements of the Township's Zoning By-law, as amended.
4. The Owner agrees to obtain required approvals from the Region of Durham and any other applicable agencies to the satisfaction of the Township.
5. The Owner acknowledges and agrees that the draft plan of subdivision may require revisions, to the satisfaction of the Township, to implement or integrate any recommendations resulting from updated studies required as a condition of draft approval or to address design changes in detailed design.
6. The Owner shall not remove any trees or topsoil from the lands or start site alteration prior to the registration of the draft plan, without the prior written approval of the Township.
7. Prior to any site alteration, construction or final approval of the Plan, the Owner shall prepare, to the satisfaction of the Township and Conservation Authority the following:
 - a) A detailed Stormwater Management Report in accordance with the Township's Design Criteria and Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions.

- b) A detailed Sediment and Erosion Control Plan that details the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation. To reduce potential post construction slope failures and/or erosion effects, the Sediment and Erosion Control Plan should also include measures for re-vegetation of disturbed soils immediately following site disturbance.
 - c) A detailed Grading and Drainage Plan indicating elevations and lot drainage patterns.
 - d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan, if applicable.
 - e) A detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2020) and should include an operation and maintenance manual.
 - f) An Environmental Impact Study.
 - g) An Ecological Offsetting Strategy in accordance with the LSRCA Ecological Offsetting Policy; if applicable.
 - h) A Planting Plan.
8. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to carry out the recommendations of the approved Plans listed in Condition 7 to the satisfaction of Township and the Conservation Authority.
9. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to construct and install all erosion and siltation control devices prior to the commencement of any building construction or the stripping of any soil on any lot. Erosion and siltation control devices shall be installed in accordance with Plans approved by the Township in consultation with Conservation Authority and remain in place until such time as the disturbed soil surfaces have become stabilized and/or revegetated. The Owner also agrees to inspect and repair such control devices at the end of each week and following every major rainfall event to ensure that such devices remain in good repair during the construction period, to the satisfaction of the Township and the Conservation Authority.
10. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) that construction access shall be provided only in a location approved by the Township and the City of Kawartha Lakes. Prior to site grading or construction, arrangements shall be made satisfactory to the Township and the City of Kawartha Lakes for construction access to minimize the impact of construction

traffic within the surrounding neighbourhoods. The Owner shall repair the roads in all areas disturbed to the satisfaction of the Township and the City of Kawartha Lakes.

11. Prior to any site alteration, the Owner agrees to prepare and provide a construction management plan including, but not limited to, dust & noise control, vibration monitoring, road cleaning, waste management, fill management, staging of construction, monitoring the downstream drainage outlet, and complaint response and resolutions, to the satisfaction of the Township. The Owner further agrees to implement the recommendations of the Construction Management Plan.
12. The Owner shall agree in the subdivision or pre-servicing agreement(s) to convey to the Township any easements that are required for access and maintenance to municipal services or for drainage purposes.
13. The Owner shall convey the following lands to the Township of Brock free of all charge and encumbrance:
 - a. Block 32 for stormwater servicing and open space/walkway purposes.
14. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to fund or complete the cleaning of the stormwater management pond and related drainage courses servicing the subject development upon completion of the development, to ensure that the system is operating as it was originally designed, to the satisfaction of the Township and Conservation Authority.
15. The Owner shall agree in the subdivision agreement to design and construct at no cost to the Township, a walkway in Block 32 to connect the subdivision to the Manilla Park, to the satisfaction of the Township. The walkway shall be constructed in conjunction with the subdivision. The trail shall be designed to be compatible with existing features and constructed to minimize environmental impacts.
16. The road allowances included in this draft plan of subdivision shall be named to the satisfaction of the Township and the Region of Durham.
17. The Owner shall dedicate and convey all road allowances and daylight triangles within the draft plan of subdivision as public highways to the Township free of all charge and encumbrance.
18. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) that all public highways shall be constructed to municipal standards. All detailed drawings shall comply with applicable Provincial Standards and Regulations regarding accessibility. The Owner shall also agree that streets are to be

constructed in accordance with the approved composite utility plan to the satisfaction of the Township.

19. Any dead ends or open sides of road allowances created by the subdivision plan shall be terminated in 0.3 metre reserves, to be conveyed to the Township without monetary consideration and free of all encumbrances, to be held by the Township until required for future road allowances or development of adjacent lands.
20. The Owner shall agree to construct all services in connection with the draft plan of subdivision in accordance with the Township's Engineering Design Criteria.
21. The Owner shall provide cash-in-lieu of parkland dedication in accordance with Section 51.1 of the Planning Act.
22. The Owner shall agree in the subdivision agreement to erect a continuous fence or other suitable delineating feature, to the standards, type and specifications satisfactory to the Township, along the property lines of all lots and blocks adjacent to parks, public open space and other locations identified by the Township and to register a Restrictive Covenant running with the lands which prohibits the installation and use of any gate or means of access from such lots and blocks to the adjacent public lands.
23. The Owner shall agree in the subdivision or pre-servicing agreement(s) that all lots or blocks to be left vacant for longer than a specified length of time shall be graded, seeded and maintained to the satisfaction of the Township.
24. Prior to final approval, the Owner agrees to prepare a composite utility plan that allows for safe installation of all utilities, including required separation between utilities. The composite utility plan shall be reviewed and approved by all applicable utility providers, to the satisfaction of the Township.
25. The Owner shall agree in the subdivision agreement to prepare a streetscaping plan that provides street trees of native species in accordance with the Township's Engineering Design Criteria to the satisfaction of the Township. Prior to final approval, the Owner shall agree to provide a Tree Compensation Plan that will provide for additional planting of trees to compensate for tree removal as the result of the development, in accordance with the approved Tree Preservation Plan. Where trees are removed, the Owner shall agree to replace the stem thickness of trees that have been removed from the lands through a planting program approved by the Township and Conservation Authority and/or provide compensation to the Township to plant trees elsewhere in the Township. The Owner shall further agree in the subdivision agreement to replace such trees at their own cost should they not remain in a healthy state, as determined by the Township, for a period no less than three years.

26. The Owner has submitted an Environmental Impact Study by Riverstone Environmental Solutions Inc. (dated February 2022, updated April 2023) and shall implement the recommendations of that Study to the satisfaction of the Township and Conservation Authority.
27. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to submit and implement all the mitigation measures and recommendations outlined in the Tree Inventory and Tree Preservation Plan and Arborist Report to the satisfaction of the Township and Conservation Authority.
28. Prior to any site alteration or construction, the Owner shall agree in the subdivision and/or pre-servicing agreement(s) that a tree protection zone shall be staked out by a qualified professional to the satisfaction of the Township and Conservation Authority.
29. The final grading plans for the site shall reflect the tree protection zone and no grading or placement of fill shall be permitted in this area.
30. The Owner shall agree to retain a qualified professional to ensure that the appropriate tree protection measures have been implemented throughout the site grading and construction of utilities and infrastructure on the lands.
31. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to prepare street lighting plan within the road allowance that corresponds with the streetscaping plan to the satisfaction of the Township. Street lighting shall utilize energy efficient, full cut-off features.
32. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) that the development will be pre-serviced with appropriate infrastructure by a third party or the provision of conduit for the installation of future high speed internet using fibre optic cable to all dwelling units. In the event that there is no fibre optic cable provided by a third party at the time of construction, then the Owner shall ensure that an additional conduit is provided.
33. The Owner agrees to prepare Architectural Control Guidelines to the Township's satisfaction, in accordance with the policies of the Township of Brock Official Plan.
34. The Owner agrees to submit detailed design drawings of all residential units to the Township for approval prior to any building permit being issued. Such designs are to be consistent with Architectural Control Guidelines approved by the Township in accordance with the policies of the Township of Brock Official Plan and will be compatible with the residential development in the surrounding area in terms of size, architecture and construction materials. Residential design shall be subject to review by a Control Architect at the expense of the Owner to

ensure that all proposed development satisfies the criteria of the approved Guidelines.

35. The Owner agrees to complete perimeter construction fencing along all property lines in consultation with the abutting property owners. Security fencing shall be in place prior to any open foundations being present. The Owner shall also agree to post signage warning persons of the dangers existing on site when any open foundations are present.
36. The Owner shall agree in the subdivision and/or pre-servicing agreement(s) to fence all lands within the draft plan of subdivision, as set out in the Engineering/Landscaping Drawings, as required by the Township in accordance with the Township's Engineering Design Criteria.
37. The Owner has completed a Stage 1 Archaeological Assessment by AMICK Consultants Limited dated March 15, 2022. Prior to final approval, and prior to the initiation of any grading, a Stage 2 Archaeological Assessment and any subsequent work required in accordance with the Stage 2 assessment shall be carried out at the Owner's expense.
38. The Owner agrees to stop work immediately and contact the appropriate authorities, including the Township, should any buried archaeological or human remains be encountered during construction.
39. The Owner shall complete a Fill Management Plan to the satisfaction of the Township and Conservation Authority. Detailed calculations of the amount of fill being removed from the lands, the amount of fill being placed on the lands and how fill quality will be monitored. Without limiting the foregoing, the Fill Management Plan shall include a detailed description of the management of traffic associated with the fill placement and removal, including the frequency and duration of fill activities on the lands, and the proposed means by which the impact of traffic related to fill placement and removal will be managed to minimize impacts on the neighbouring properties and roadways. The Owner agrees to carry out the recommendations of the approved Fill Management Plan throughout the period of construction, to the satisfaction of the Township.
40. The Owner shall undertake a groundwater / well monitoring program to the satisfaction of the Township to ensure that the development does not impact the water supply of the adjacent dwellings. In the event that there is a disruption in the water supply on adjacent lands during construction and development of the subdivision, upon being advised by the Township that there has been interference with an adjacent water supply, the Owner shall provide an alternate source of potable water to the dwelling within 24 hours until such time as it is determined that the development has not caused the interference.

41. The Owner shall abide by the recommendations of the Feasibility Noise and Vibration Impact Study prepared by Actinium Engineering Ltd (dated March 2, 2022, addendum dated December 22, 2022).
42. The Owner shall undertake a vibration monitoring program to the satisfaction of the Township to ensure that development does not adversely affect the adjacent dwellings.
43. Prior to the Town recommending release of the Plan for registration, the Owner shall provide to the Township, in a form satisfactory to the Township, a copy of the draft M-Plan, Reference Plans related to applicable easements and certification by an Ontario Land Surveyor that all lots within the draft plan, or any relevant phase thereof, as laid out therein, fully comply with the provisions of the Township's zoning by-law(s) applicable to the subject lands.
44. The Owner shall submit plans showing the proposed phasing to the Region of Durham and the Township for review and approval if this subdivision is to be developed by more than one registration.
45. All plans and reports must be stamped and signed by a Professional Engineer and shall include a detailed cost estimate for the site works.
46. The Owner shall submit a fire break plan to identify fire break lots for the construction phase of the project to the satisfaction of the Township.
47. The Owner shall agree in the subdivision agreement that no building permits will be issued, save and except a sales centre and/or model homes, until the Township is satisfied that adequate road access, private water supply, private sanitary servicing, hydro service and storm drainage facilities are available to service the proposed development.
48. The Owner agrees that, prior to registration, an environmental clearance shall be provided to the Township for all lands or interests in lands to be conveyed to the Township to the satisfaction of the Township that the lands are environmentally suitable for the proposed use in accordance with the Environmental Protection Act and its regulations and that the Qualified Environmental Person shall complete a Phase 1 ESA and Phase 2 ESA, if required, for all lands to be conveyed to the Township.
49. The Owner shall cause all required warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks, to the satisfaction of the Township.
50. The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the

Township, to the satisfaction of the Township. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the subdivision agreement, to the satisfaction of the Township.

51. At the time of execution of the subdivision and/or pre-servicing agreement(s), all associated fees, securities and cash-in-lieu payments shall be paid.

52. The Owner shall cause the following to be made available to potential purchasers either as a display within the sales office and/or shown on sales materials, prior to offering any units for sale:

(a) A neighbourhood map, updated to include the draft plan of subdivision and the surrounding area;

(b) A Composite Neighborhood Map, illustrating the location of:

- Street utilities, community mailboxes, entrance features, fencing, noise attenuation features, parking and sidewalks
- Parks, open space and stormwater management facilities and trails
- Institutional uses and commercial sites, with a note that students may have to be bused to local schools
- Colour-coded residential blocks for singles, semis, towns and apartments
- Notification that specific design drawings have not been finalized and their approval may result in modifications such as sidewalk and utility box re-locations.

Lake Simcoe Region Conservation Authority

53. This approval is applicable to the Draft Plan of Subdivision prepared by Michael Smith Planning Consultants, dated March 29, 2024 (Revision Date January 7, 2025) and may be subject to redline revisions based on the detailed technical plans and studies.

54. Prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Municipality:

- a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions.
- b) A detailed erosion and sediment control plan;
- c) A detailed grading and drainage plan;
- d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan, if applicable;

- e) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2020);
 - f) An Environmental Impact Study;
 - g) An Ecological Offsetting Strategy in accordance with the LSRCA Ecological Offsetting Policy; if applicable
 - h) A Planting Plan.
55. Prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
- a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures, if required
56. Prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget
 - b) Compensatory measures, if required
57. The owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Municipality.
58. The owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Municipality.
59. The owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
60. The owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Municipality.
61. Prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the Conservation Authorities Act.
62. The owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
63. Prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.

64. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.
65. The LSRCA will require the following prior to the issuance of a clearance letter:
- a) A copy of the executed subdivision agreement.
 - b) A copy of the draft M-Plan.
 - c) A letter from the owner's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.

Durham Region Community Growth and Economic Development Department

66. The Owner shall prepare the final plan on the basis of the approved draft plan of subdivision, prepared by Michael Smith Planning Consultants, identified as Drawing No. 1309-00, dated January 7, 2025, which illustrates 31 lots for 31 single-detached dwellings, a stormwater servicing block, a road widening block, and roads.
67. The Owner shall name road allowances included in this draft plan of subdivision to the satisfaction of the Township of Brock and the Regional Municipality of Durham.
68. The Owner shall agree in the Township of Brock Subdivision Agreement to implement the recommendation of the report entitled, "Feasibility Noise and Vibration Impact Study, prepared by Actinium Engineering, dated March 2, 2022, which specifies noise attenuation measures for the development. The measures shall be included in the Subdivision Agreement and must also contain a full and complete reference to the noise report (i.e. author, title, date and any revisions/addenda) and shall include warning clauses identified in the study.
69. The Owner shall carry out an Archaeological Assessment of the subject property and mitigation and/or salvage excavation of any significant heritage resources to the satisfaction of the Ministry of Citizenship and Multiculturalism. No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the Ministry of Citizenship and Multiculturalism.

Durham Region Health Department

70. The private sewage system that services the existing dwelling must be properly abandoned as per best management practices and a written report confirming the abandonment must be provided to the Health Department.
71. A new private sewage system must be installed to service the existing dwelling. A building permit for the new sewage system must be obtained from the Health Department.
72. The Subdivision Agreement between the Owner and the Regional Municipality of Durham shall contain, among other matters, the following provisions with respect to private services:
- a) The Subdivider at its "cost" shall make arrangements to obtain all required approvals and to have constructed in accordance with the Ontario Building Code and the Ministry of Environment, Conservation and Parks, complete in every detail, the following private services (hereinafter referred to as the "Private Services"):
 - i. Sewage systems
 - ii. Drilled wells
 - b) The Private Services shall be installed in accordance with the Regional Municipality of Durham's requirements and all such installations will be made throughout in a good workmanlike manner.
 - c) The Subdivider shall register a restriction in a form satisfactory to the Regional Solicitor, on the title of the Lands under Section 118(1) of the Land Titles Act immediately after the registration of the Plan. This restriction shall prevent the transfer of any of the lands and shall be removed from title only with the consent of the Region, such consent to be given upon the following terms and conditions:
 - i. Provided the Region is satisfied that the transfer is from the subdivider to another subdivider and/or developer and a new restriction is being registered or,
 - ii. The subdivider has provided to the Region a water well record that validates that a drilled well has been constructed on the lot for which the consent is sought; or,
 - iii. A Letter of Credit in the amount of \$15,000.00 has been deposited with the Region for each lot for which the consent is sought.
 - d) The Letter of Credit shall be kept in good standing until the subdivider has provided to the Region certification, in a form satisfactory to the Region, that validates the drilled wells have been constructed. As drilled wells are

constructed on individual lots, the Region will authorize the release of the Letter of Credit accordingly.

- e) In the event that the subdivider defaults in the installation of the drilled wells as set out herein, the Region may, without further notice to the subdivider, proceed to draw upon the Letter of Credit to remedy such default.
- f) The subdivider agrees that the employees or agents of the Region may enter upon the Lands at any time, or from time to time, for the purpose of inspection, repair or completion of the Private Services. Such entry shall not be deemed an acceptance of any of the Private Services by the Region, nor an assumption by the Region of any liability in connection therewith nor a release of the subdivider from any of its obligations under this agreement.

73. The Subdivision Agreement between the Owner and the Township of Brock shall contain, among other matters, the following provisions with respect to private services:

- a) The Owner agrees that prior approval for occupancy of a dwelling, a drilled well shall be installed on each lot by a well driller licensed by the Ministry of Environment, Conservation and Park and the well record is provided to the Township of Brock.
- b) The Owner agrees to test each drilled well for nitrate concentrations to confirm that the level is <10mg/L and the test results must be provided to the Township of Brock.
- c) The Owner agrees to a warning clause in the Purchase of Sale advising prospective buys that there are elevated levels of nitrate in the supply aquifer and advising purchasers that annual monitoring is recommended to ensure nitrate concentrations remain under the health parameter maximum of 10mg/L. The wording of this warning clause must be satisfactory to the Region and the Township of Brock. The Owner shall also agree to register this warning clause on title.
- d) The Owner agrees with a clause confirming that the Owner shall install household treatment systems in every dwelling constructed on the property that utilizes a private well with exceedances in the aesthetic objectives as identified in the Ontario Drinking Water Standards, Objectives and Guidelines, to service all drinking water lines/sources (e.g. kitchen and bathrooms). The Owner shall also agree to register on title that the water systems in these dwellings are fitted with treatment systems in order to provide reasonable treatment of domestic water supplies to address exceedances in iron, manganese, hardness or other aesthetic parameters set out in the Ontario Drinking Water Quality Standards.

- e) The Owner agrees with a clause advising prospective purchasers that treatment for water quality will be required and a clause that states that the Region of Durham and Township of Brock do not assume any responsibility for monitoring the operational effectiveness, maintenance, failure or replacement. This is the responsibility of the owner of the dwelling in which said water treatment device/system is located.
- f) The Owner agrees to adhere to the lot layout and sewage system areas illustrated in the Conceptual Lot Layout (April 2022) and Servicing Plan (April 2022) prepared by Cambium Inc. The layout of Lot 17 must adhere to the changes illustrated in the updated Draft Plan of Subdivision (May 2024).
- g) The Owner agrees to retain a professional engineer to design the private sewage systems. The professional engineer shall complete and provide the design of individual private sewage systems for each lot to the Regional Health Department for approval in accordance with the Ontario Building Code.
- h) The Owner agrees that the professional engineer shall conduct onsite soil tests on the primary sewage system area to determine the permeability of the soil and the elevation of the high water table. The qualified designer or professional engineer shall provide a soil analysis describing grain size, soil classification, coefficient of permeability and estimated time (in min/cm) to the Regional Health Department for review.
- i) The Owner agrees that the professional engineer must site supervise all stages of construction of the private sewage system and upon completion, provide in writing to the Regional Health Department a letter stating that the sewage system was installed as per the design and the Ontario Building Code.

Durham Region Works Department

- 74. The Owner shall submit plans showing the proposed phasing to the Region for review and approval, if this subdivision is to be developed by more than one registration.
- 75. The Owner shall provide for the extension of such sanitary sewer and water supply facilities which are external to, as well as within, the limits of this plan that are required to service this plan. In addition, the Owner shall provide for the extension of sanitary sewer and water supply facilities within the limits of the plan which are required to service other developments external to this subdivision. Such sanitary sewer and water supply facilities are to be designed and constructed according to the standards and requirements of the Region. All arrangements, financial and otherwise, for said extensions are to be made to the

satisfaction of the Region and are to be completed prior to final approval of this plan.

76. Prior to entering into a subdivision agreement, the Region shall be satisfied that adequate water pollution control plant and water supply plant capacities are available to the proposed subdivision.
77. The Owner shall grant to the Region any easements required for provision of Regional services for this development and these easements shall be in the location and of such widths as determined by the Region.
78. The Owner shall satisfy all requirements, financial and otherwise, of the Region. This shall include, among other matters, the execution of a subdivision agreement between the Owner and the Region concerning the provision and installation of sanitary sewers, water supply, roads and other regional services.

Enbridge Gas

79. The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing AreaPlanning40@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
80. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.
81. In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

Canada Post

82. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.
83. The Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
84. The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
85. 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 as soon as the homes are occupied.

86. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

- a) Any required walkway across the boulevard, per municipal standards
- b) Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)

Bell Canada

87. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

88. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

City of Kawartha Lakes

89. The Subdivision Agreement shall confirm the Owner agrees to convey to the City of Kawartha Lakes, at no cost and free and clear of all encumbrances, Block 33 for the purposes of a road widening and in accordance with the Boundary Road Agreement for Simcoe Street.

Notes to Draft Approval

1. It is the Owner's responsibility to satisfy all conditions of draft approval in an expeditious manner. The conditions of draft approval will be reviewed periodically and may be amended at any time prior to final approval. **This draft approval shall lapse within three (3) years of the date of the draft approval, unless an extension is granted.**
2. If the Owner wishes to request an extension to draft approval, a written request and explanation must be received by the Township of Brock at least ninety (90) days prior to the lapsing date. A processing fee, in effect at the time of the request, will apply.
3. All plans of subdivision must be registered in the Land Titles system within the Region of Durham.
4. Where agency conditions are required to be included in the subdivision agreement with the Township of Brock, a copy of the agreement should be sent to the agencies in order to facilitate their clearance of conditions for final approval of this plan.
5. Prior to final approval, the Township must receive a clearance letter from the following agencies indicating how the conditions applicable to their authority have been completed to their satisfaction:

- a. Lake Simcoe Region Conservation Authority (Conditions 53-65)
- b. Region of Durham Community Growth and Economic Development Department (Conditions 66-69)
- c. Region of Durham Health Department (Conditions 70-73)
- d. Region of Durham Works Department (Conditions 74-78)
- e. Enbridge (Conditions 79-81)
- f. Canada Post (Conditions 82-86)
- g. Bell (Conditions 87-88)
- h. City of Kawartha Lakes (Condition 89)