

CONDITIONS FOR DRAFT PLAN OF SUBDIVISION REDLINE

1. Pursuant to the provisions of Section 51 of the *Planning Act, R.S.O., 1990 c. P.13*, as amended, ("the *Planning Act*") the following conditions will apply for the development application 28TPL2025222 (Formerly 28TPL2023316).
2. THAT this approval applies to the proposed draft plan of subdivision located at the intersection of Croton Avenue and Dalton Road in Delhi, Norfolk County, prepared by G. Douglas Vallee Limited and dated August 10, 2023 (revision date: May 3, 2024), which includes the following:
 - a. 122 Single Detached Residential Lots (Lot 1 to 122)
 - b. 181 Townhouse Street Residential Units (Blocks 13 to 41)
 - c. 63 Dual Frontage Townhouses (Blocks 4-12)
 - d. Stormwater Management Facilities (Block 1)
 - e. Parks (Block 2)
 - f. 0.3-meter Exterior Side Yard Reserve Block (Blocks 43-61)
 - g. Servicing Easement (Block 3)
 - h. Future Right of Way (Block 42)
3. AND FURTHER THAT the development shall occur in phases, generally as set out in the attached Phasing Plan. Any significant changes to the phasing shall be subject to the approval of the Norfolk County Planning Department. In any event, Blocks 1 and 2 being the stormwater management pond and the park shall be included in Phase 1.
4. AND FURTHER THAT the draft plan of subdivision approval will expire in the event that the final plan of subdivision for an individual phase of the development is not registered by the date set out and identified below. If the draft plan of subdivision expires, then draft plan approval shall lapse pursuant to Section 51(32) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended.
 - a. draft plan approval will expire on **May 1, 2028**, unless the plan of subdivision for that Phase has been registered on or before that date, or unless Norfolk County has extended this deadline in response to a written request by the Owner which is required a minimum of 30 days prior to the expiration date.
 - b. **Phase Two** draft plan approval will expire on **May 1, 2030**, unless the plan of subdivision for that Phase has been registered on or before that date, or unless Norfolk County has extended this deadline in response to a written request by the Owner which is required a minimum of 30 days prior to the expiration date.

- c. **Phase Three** draft plan approval will expire on **May 1, 2032**, unless the plan of subdivision for that Phase has been registered on or before that date, or unless Norfolk County has extended this deadline in response to a written request by the Owner which is required a minimum of 30 days prior to the expiration date.
- d. **Phase Four** draft plan approval will expire on **May 1, 2034**, unless the plan of subdivision for that Phase has been registered on or before that date, or unless Norfolk County has extended this deadline in response to a written request by the Owner which is required a minimum of 30 days prior to the expiration date.
- 5. AND FURTHER THAT the Owner shall agree to design and construct temporary turnaround cul-de-sac in Phase One as appropriate to the satisfaction of Norfolk County.
- 6. AND FURTHER THAT the Owner covenants and agrees that the subject lands will not be developed, serviced, altered, disturbed or graded prior to the final plan approval except where a pre-servicing agreement is registered on title and except to the extent required for the purposes of the archeological assessment.
- 7. AND FURTHER THAT the following conditions apply to each phase of the development:

STUDIES, REPORTS AND ASSESSMENTS

- 8. AND FURTHER THAT prior to final plan approval, the Owner shall carry out the recommendations and any necessary mitigation provided in the required studies, reports and assessments including, but not limited to and to the satisfaction of Norfolk County:
 - a) Functional Servicing Report including Stormwater Management, dated September 11, 2023, prepared by G. Douglas Vallee Consulting Engineers; or as amended.
 - b) Water Modelling Report, dated November 25, 2022, and the Sanitary Modelling Report, dated November 25, 2022, prepared by RV Anderson; or as amended; and
 - c) Traffic Impact Study dated September 2023 prepared by Paradigm Transportation Solutions Limited; or as amended.
- 9. AND FURTHER THAT any study, report and assessment be technically reviewed by third party qualified professionals at the discretion of Norfolk County, at the Owner's expense.
- 10. AND FURTHER THAT prior to final plan approval, the Owner shall secure an approved Stormwater Management Plan and Report; and commit (as a condition of approval) to carry out the recommendations and any necessary mitigation to the satisfaction of appropriate Ministry and Norfolk County.
- 11. AND FURTHER THAT prior to final plan approval, the Owner shall complete or participate in a revised Area Traffic Study as required by the MTO; and carry out or financially contribute to the recommendations and any necessary mitigation to the satisfaction of the appropriate Ministry and Norfolk County.

LAND TRANSFERS, RESERVES AND EASEMENTS

12. AND FURTHER THAT at the time of registration, all transfers, reserves, easements and agreements shall be granted to Norfolk County, and the appropriate utilities and authorities to the satisfaction of the Agreement Administrator. Additional transfers, reserves and easements may be required subject to final servicing decisions. In the event of any conflict with existing facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements and in cooperation of the respective owners.
13. AND FURTHER THAT the Owner shall ensure all roads and road allowances be constructed and classified as local roads and dedicated as public highways on the final plan to the satisfaction of the Agreement Administrator.
14. AND FURTHER THAT the Owner shall fulfill the following conveyances, at the expense of the Owner and free from all encumbrances to the satisfaction of the Agreement Administrator.
 - a. Block 1 Stormwater Management Facilities
 - b. Block 2 Park transferred as part of registration of Phase 1.
 - c. Block 3 Servicing Easement
 - d. Block 43-61 as 0.3-meter Exterior Side Yard Reserve Blocks
 - e. Block 42 Future Right of Way

PARKLAND, TREE PLANTING, TRAILS AND WALKWAYS

15. AND FURTHER THAT the Owner provides parkland dedication to Norfolk County in accordance with the provisions of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, and By-Law 2016-126 to the satisfaction of Norfolk County Community Development Division
16. AND FURTHER THAT the Owner shall prepare and implement a Landscape Plan and Tree Planting Plan which includes at a minimum one tree per lot/unit and includes tree planting along the frontages to County roadways, prepared to the satisfaction of Norfolk County Community and Emergency Services.
17. AND FURTHER THAT the Owner provides a payment to Norfolk County, in accordance with Norfolk County's User Fee By-Law, for the planting of 50 mm caliper sized trees, where such trees are proposed to be planted within the County's right of way.
18. AND FURTHER THAT the Owner shall prepare and implement a line of fencing in the following manner:
 - a) 1.8-meter wooden privacy fencing adjacent to all existing residential lots (includes Lot 1, Lots 19-27, Blocks 12,13,14, 25, 26, 27) and adjacent to future residential units to the satisfaction of Norfolk County Community Development.

- b) A 1.5-meter chain link fencing adjacent to all parklands, servicing easement blocks and storm water management facilities (includes Lots 28-38, Block 14, Block 15, Block 23, Block 24, Block 40, Block 41) to the satisfaction of Norfolk County Community Development.

19. AND FURTHER THAT the Owner shall agree to design and construct:

- a. a 1.5m wide concrete sidewalk along the north side of Dalton Road along the frontage of the development lands.
- b. a 1.5m wide concrete sidewalk along the east side of Croton Avenue (from Dalton Road to the unopened road allowance of Crosier Street), and
- c. a 1.5m wide asphalt path along the south side of the unopened road allowance of Crozier Street (Croton Avenue to Main Street of Delhi Extension), and
- d. a 1.5m wide temporary asphalt pathway along the east side of the unopened road allowance for Main Street of Delhi and the active section of Main Street of Delhi (Street A to Imperial Street), and
- e. streetlighting along the sections a, b, c, and noted above.

NOTE: Should condition 36 result in the advancement of the design and construction of any of the reimbursable works noted therein, then this condition, or portions thereof as appropriate, may be set down.

20. AND FURTHER THAT the Owner shall agree to design and construct a Community Park on Block 2. Details of which are to be approved by the County prior to implementation. The Community Park shall be built as part of the first phase of development on the subject lands and be completed within 12 months of commencing work on the Community Park.

FIRE AND EMERGENCY SERVICES

21. AND FURTHER THAT that Owner shall agree to provide adequate fire protection measures and the installation of fire hydrants, to the satisfaction of the Fire Chief for Norfolk County.

ACCESSIBILITY

22. AND FURTHER THAT that Owner shall agree to provide sidewalks that are equipped with curb cuts and tactical walking surface indicators at all curb ramp pedestrian crossings to the satisfaction of Norfolk County.

DEVELOPMENT ENGINEERING

23. AND FURHTER THAT A total allocation of 442m³/day for water and 143m³/day for wastewater shall be conditionally allocated to the Draft Approved lands and phased out to as follows:

- i. Phase 1 which must be registered by May 1, 2028, and substantively built within 36 months of plan registration.

- ii. Phase 2 which must be registered by May 1, 2030, and substantively built within 36 months of plan registration.
- iii. Phase 3 which must be registered by May 1, 2032, and substantively built within 36 months of plan registration.
- iv. Phase 4 which must be registered by May 1, 2034.

Substantively built is defined as 85% occupied by new residents. The County reserves the sole and unfettered right to extend allocation should circumstances warrant or to allow the conditional allocation (or remaining uncommitted conditional allocation) to expire and not be committed to any Phase agreement should the registration and substantial build dates set out above not be achieved.

- 24. AND FURTHER THAT the Owner shall agree to prepare engineering design drawings, including, but not limited to general plan of services, grading, drainage, sediment and erosion control, plan and profile design drawings, to the satisfaction of Norfolk County, as may be required for the subject lands in accordance with the most recent Norfolk County Design Criteria and the recommendations of the studies, reports and assessments.
- 25. AND FURTHER THAT the Owner shall obtain any required Ministry approvals for the works approved by Norfolk County, and the Owner shall construct the works as approved by Norfolk County. The Owner shall enter into an agreement with Norfolk County regarding the construction of the works, the provision of financial security for the works, and the release of such securities and acceptance and assumption of all of the works.
- 26. AND FURTHER THAT the Owner shall agree, prior to final plan approval, to complete the engineering design of the water, wastewater and transportation infrastructure on external works to the satisfaction of Norfolk County. In addition, the Owner shall construct the accepted works required by this development, to the satisfaction of the Norfolk County
- 27. AND FURTHER THAT the Owner shall agree to obtain a road occupancy permit from Norfolk County prior to the commencement of any servicing or other works within any County Road right-of-way
- 28. AND FURTHER THAT the Owner shall agree, prior to the installation of any site servicing, to complete all required information and forms as identified in Norfolk County's Consolidate Linear Infrastructure Environmental Compliance Approval (CLI-ECA) transfer of review relating to the municipal water, sanitary and storm systems for the whole development or phase thereof.
- 29. AND FURTHER THAT the Owner is to adhere to Ontario Soil Regulation O. Reg. 406/19. For inbound fill on lands to be conveyed to the County, the Owner is obliged to ensure that all fill placed on these lands is suitable for the type of land use in which the land is being conveyed to the County (Roads, Park, SWM). The Owner shall undertake the required testing and remediation (if necessary) to ensure the lands/soils are suitable for their intended use (i.e. residential development) and that the lands will remain suitable if/when fill material is brought to the site.

30. AND FURTHER THAT the Owner shall agree to carry out or cause to be carried out a private potable well monitoring program to monitor water levels on nearby/adjacent residential lands (within approx. 300m of the site) during construction of the development.
31. AND FURTHER THAT if engineering study determines that reconstruction of the existing storm sewer outlet is required to provide sufficient capacity for the development, then the Owner shall provide Norfolk County with a copy of the LPRCA permit for the proposed storm water outlet to the natural tributary to Big Creek at the north-west limit of Croton Road, prior to construction of the proposed storm water management system. If this storm sewer reconstruction is required, then the Owner shall further confirm written acceptance by the Owner of 113 Croton Avenue of the placement of an upgraded storm sewer and outfall within their landholdings and if necessary secure an easement for same in the name of Norfolk County. If required, in lieu of an easement the owner may seek to secure the necessary approval through the Drainage Act.
32. AND FURTHER that the Owner shall construct the SWM pond according to the approved plans. The Owner shall provide the County with an Operational and Maintenance Manual for the pond prior to assumption. The Owner shall further monitor the storm water management pond during the development process and action any necessary cleaning if/when required to ensure the pond operates as designed, This period of monitoring shall extend to 2 years post full build out of the subdivision, following which assumption of the pond may be requested. If necessary, the pond shall be cleaned out prior to assumption.
33. AND FURTHER THAT the Owner acknowledges and shall comply with the recommendations and procedures outlined in "Guidelines on surface runoff due to Erosion and Sediment Control for Urban Construction Site" (OMNR 1987).
34. AND FURTHER that Owner agrees that if engineering study determines that the existing storm sewer on Croton Ave has insufficient capacity to support the development, then the Owner shall design and construct an upgraded storm sewer pipe within Croton Avenue from Crozier Street to the outfall to accommodate the urbanization of and storm sewer servicing for Main Street of Delhi (First Ave to Crosier Street), Crosier Street (Main Street of Delhi to Croton Avenue and Croton Avenue (Dalton Road to its north limit) and Dalton Road (as appropriate based on topography and current storm water contribution).
35. AND FURTHER THAT the Owner shall design and construct the external servicing improvements as shown in the table below in the column titled "100% Owner Cost."
36. AND FURTHER THAT the Owner supports the consideration and inclusion of the external servicing improvements as shown in the table below in the column titled "Reimbursable Works" as part of the Norfolk County Development Charges Bylaw updated planned for the year 2025.

Street Name	100% Owner Cost	Reimbursable Works
Main Street of Delhi (Imperial Street to Crosier Street)	Watermain Sanitary sewer	Granular Base Asphalt Curb & gutter, sidewalk Lighting Storm sewer

Crosier Street (Main St of Delhi to Croton Ave)	Storm sewer upgrade if required to service subdivision	Granular Base Asphalt Curb & gutter, sidewalk Lighting Storm sewer
Croton Avenue (Crosier Street to Dalton Road)	None	Granular Base Asphalt Curb & gutter, sidewalk Lighting Storm sewer
Dalton Road (Croton Avenue to James Street)	Watermain from James St to Street A.	Granular Base Asphalt Curb & gutter, sidewalk Lighting Storm sewer

Should any/or all of the above works indicated in the column titled "Reimbursable Works" be included in the County DC Bylaw, the Owner accepts that they (the Owner) may be directed by the County to design and construct, to County standards, any or all of these works; hereinafter referred to as the "assigned works".

The engineering and approvals cost plus the actual final construction cost of the works will be considered as the "cost of the assigned works." The engineering and approvals cost of the assigned works will be computed at 10% of the overall construction cost of the assigned works.

The Owner further accepts and agrees that reimbursement for the cost of the assigned works, or any reasonable portion of the assigned work, may be through the issuance of DC credits (DC credits being defined as the 'Roads and Related' portion only of the overall Development Charge) AND/OR the Owner shall further be fully reimbursed for the total cost of the assigned works, or the cost of any reasonable portion of the assigned works, or any remaining balance due (should DC credits have been issued), no later than three (3) months after the date of acceptance of the assigned work or any reasonable portion of the assigned work in accordance with the terms of the development agreement with Norfolk County.

NOTE: Should this condition be directed into action, condition 19 (or portions thereof) may be set down.

37. AND FURTHER THAT the Future ROW between Lots 7 and 8, known as Block 42 on the Draft Plan be dedicated to Norfolk County.
38. AND FURTHER THAT the Owner shall agree within each phase of the development, that any road that is not a through street at the completion of the phase will be terminated as a temporary turning circle in accordance with Norfolk County Design Criteria, to the satisfaction of Norfolk County.
39. AND FURTHER that the Owner ensure all construction access during the development of the lands shall be from Dalton Road. The Owner will be required to monitor roadway conditions throughout the development of the lands and address safety issues to users.

If the Owner is not directed to reconstruct Dalton Avenue through condition 36, then the Owner will be required to fully repave (based and top) Dalton Road from Highway 3 (James Street) to Street A as part of the final phase of the development of the subject lands. This re-paving work shall consist of the following scope:

- i. 7.0 m width (edge of pavement to edge of pavement) asphalt pavement (40mm HL3 on 50mm HL8) on existing gravel base.
 - ii. No curb or gutter
 - iii. 1.5 m shoulders both sides
 - iv. Open ditches to remain.
 - v. No sidewalk construction.
 - vi. Existing lighting to remain.
40. AND FURTHER THAT the Owner will be required to provide a construction access and management plan setting out how they will address issues of noise, mud tracking and dust management and to provide a 24/7 contact number for staff to access a responsible party whom has the authority to respond and resolve issues that may arise on these matters.
41. AND FURTHER THAT the Owner shall agree to prepare engineering as-constructed drawings, to the satisfaction of Norfolk County in accordance with the most recent Norfolk County Design Criteria.

BUILDING

42. AND FURTHER THAT the Owner shall prepare and ensure that a comprehensive erosion and sediment control plan is in place and that fencing or other suitable barriers have been installed prior to site alteration and initiating of any grading or construction to prevent the unauthorized dumping of fill and to minimize erosion. The fencing or other suitable barriers should be kept in place until all grading and construction on lands and roadways have been completed.
43. AND FURTHER THAT the Owner shall ensure that the recommendations of the Geotechnical Investigation Report to the satisfaction of the Norfolk County's Chief Building Official.

PLANNING

44. AND FURTHER THAT the Owner shall provide documentation that the proposed lots and units are in conformity with the provisions and requirements of Zoning By-Law 1-Z-2014, as amended, and certified by an Ontario Land Surveyor.
45. AND FURTHER THAT the Owner shall agree that prior to offering any of the residential lots for purchase, to place a "Display Map" where possible, in a place visible to the public, which indicates the accepted location of all: sidewalks, trails, walkways, parks, schools, commercial lands, open space areas, environmental protection areas, watercourses, stormwater management facilities,

community mailboxes, and surrounding land uses and to provide Norfolk County Planning with an electronic version of said map. The map must be in conformance with our current by-law to regulate Awnings, Canopies, Signs and Other Advertising Devices within Norfolk County.

46. AND FURTHER THAT the Owner shall receive approval from Norfolk County Geographic Information Systems for any street name and subsequent civic addressing included within the development.
47. AND FURTHER THAT the Owner agrees to satisfy all requirements, financial, and otherwise, of Norfolk County concerning installation, upgrading, maintenance, provision and dedication of roads, sidewalks, municipal water, sanitary sewer services including a sewage pumping station, utilities, stormwater facilities, street lighting, fencing, fire hydrants, etc. relating to the development.
48. AND FURTHER THAT the Owner agrees to ensure payment of municipal taxes, development charges and any applicable capital charges.
49. AND FURTHER THAT the Owner agrees to provide a landscape plan for both the parklands and storm water management blocks and agrees to implement the plan including all earthwork, topsoil, seeding, plantings, entry features , walkways and fencing to the satisfaction of the satisfaction of Norfolk County.

LONG POINT REGION CONSERVATION AUTHORITY

50. AND FURTHER THAT the Owner shall agree to design and construct a legal and adequate Stormwater outlet as appropriate at the Owner's expense to the satisfaction of Norfolk County Development Engineering.
51. AND FURTHER THAT prior to final plan approval, the Owner shall complete, submit and carry out the recommendations and any necessary mitigation to the satisfaction of the Long Point Region Conservation Authority from the following reports and plans:
 - a. A detailed Stormwater Management Plan and report including:
 - i. Design of the facility and report.
 - ii. Legal and adequate outlet for stormwater.
 - b. A detailed Erosion Control Plan.
 - c. A detailed Grading Plan.
52. AND FURTHER THAT the Owner shall, prior to any site alteration, apply for any permits required under the *Conservation Authorities Act, R.S.O. 1990, c. C.27*, shall be obtained from the Long Point Region Conservation Authority.

UTILITIES

53. AND FURTHER THAT the Owner shall contact and enter into an agreement with the appropriate service providers for the installation of utility services for the Lands.
54. AND FURTHER THAT the developer shall consult with Canada Post to determine a suitable temporary and/or permanent location for the community mailboxes, concrete base pads, walkways and curb depressions and to identify these structures on the General Plan of All Services.
55. AND FURTHER THAT the Owner shall provide a letter to the Agreement Administrator from Canada Post indicating their requirements have been satisfied.
56. AND FURTHER THAT 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 *abutting transmission station* on the *site plan*. Drainage must be controlled and directed away from the *abutting transmission station*.
57. AND FURTHER THAT Any development in conjunction with the site plan must not block vehicular access to any HONI facilities located on the *abutting transmission station*. During construction, there must be no storage of materials or mounding of earth, snow or other debris on / *along* the *abutting transmission station*.
58. AND FURTHER THAT At the developer's expense, temporary fencing must be placed along the *abutting transmission station* prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
59. AND FURTHER THAT The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this site plan will be borne by the developer. The developer will be responsible for restoration of any damage to the *abutting transmission station* or HONI facilities thereon resulting from construction of the site plan.
60. AND FURTHER THAT HONI requires the following be conveyed to the developer as a precaution: The *abutting transmission station* operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.
61. AND FURTHER THAT 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.

62. AND FURTHER THAT 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.

MINISTRY OF TRANSPORTATION (MTO)

63. AND FURTHER THAT prior to final approval, the owner(s) to submit to the Ministry of Transportation for review and approval, a copy of a Traffic Impact Study indicating the anticipated traffic volumes and their impact on Highway 3 through the following locations:
- a. Highway 3 and Dalton Road intersection
64. AND FURTHER THAT The Traffic Impact Study will be prepared in accordance with MTO's Traffic Impact Study Guidelines. The owner's transportation consultant shall be RAQS certified.
65. AND FURTHER THAT prior to final approval, the owner should be aware that any highway improvements identified from our review and analysis of the Traffic Impact Study will be the responsibility, (financially and otherwise) of the owner. A Legal Agreement will be required to be entered into between the owner and MTO, whereby the owner agrees to assume financial responsibility for the design and construction of all necessary associated highway improvements.
66. AND FURTHER THAT prior to final approval, the owner shall submit a stormwater management report along with grading/drainage plans for the proposed development for review and approval.
67. AND FURTHER THAT Prior to final approval, the owner shall submit to the Ministry of Transportation for review and approval a draft copy of the M-Plan for this subdivision.
68. AND FURTHER THAT prior to final approval, the owners shall provide the Ministry of Transportation for review and approval, the Conditions of Draft Plan Approval and Draft Subdivision Agreement to ensure our requirements have been incorporated.

OFFERS OF PURCHASE AND SALE AGREEMENTS

69. AND FURTHER THAT the Owner shall agree to include a clause within the Agreement that all Offers of Purchase and Sale Agreements for lots and/or units 1 to 19 and Block 12 and Block 13 will include a warning clause to prospective purchasers of lots adjacent to employment or industrial uses advising of the potential of odour and noise.
70. AND FURTHER THAT the Owner shall agree to include a clause within the Agreement that all Offers of Purchase and Sale Agreements for all lots and/or units will include a clause advising prospective purchasers that lot grading shall be maintained according to the Master Grading Plan and alterations shall require approval Norfolk County's Chief Building Official Division.
71. AND FURTHER THAT That the Owner/Developer must agree in the Development Agreement to notify all purchasers of residential units and/or renters of same, by inserting the following clauses in all offers of Purchase and Sale/Lease:
- i. *"Despite the best efforts of the Grand Erie District School Board (GEDSB), 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."

FINAL PLAN APPROVAL

72. AND FURTHER THAT the Owner agrees that the final plans will be preapproved by Registry Office and the Agreement Administrator prior to execution and deposit.
73. AND FURTHER THAT the Owner agrees to enter into an Agreement, and any subsequent amending or supplementary Agreements thereto, and that the Agreements shall be registered on title to the subject lands, all at the Owner's expense.
74. AND FURTHER THAT the Owner agrees to postpone any charges and/or mortgages to the County's Agreement, and that the Postponement of Interest shall be registered on title to the subject lands, all at the Owner's expense.
75. AND FURTHER THAT the Owner agrees that prior to final plan approval; the Agreement Administrator is to be advised in writing how all conditions have been met with the submission of a comprehensive package that includes written approvals written acceptances, final reports and documentation to detail how each condition has been satisfied.
76. AND FURTHER THAT the Owner shall advise in writing how conditions 1 to 77 have been satisfied at least twenty-one (21) days prior to the final plan approval of the development.
77. AND FURTHER THAT the Owner agrees that if there are violations of any draft plan conditions of approval for the development that the draft plan approval becomes null and void.

NOTES TO DRAFT PLAN APPROVAL

That an application for draft plan of approval expiry date extension could result in a review of the draft plan and conditions of approval which may result in a redline development application requirement.

That the development must be in compliance with Norfolk County's Design Criteria, as amended from time to time.

That all development approvals provided can be superseded with the introduction of new design standards, technical requirements, policy guidelines, legislation and regulations. If a proposal does not meet the minimum design standards, technical requirements, policy guidelines, legislation and regulations in force and effect, a redline revision to the draft plan and additions, removal or modifications to these draft plan conditions may be required.