

APPENDIX "D"

FINAL REVIEW VERSION

Schedule A to Draft Plan Approval Decision

File Number:	Lanark County Draft POS - 09-T-22001
Plan of Subdivision:	Caivan (Perth Golf Course) Part of Lot 26 and 27, Concession 1 And Part of Lot 25 and 26, Concession 2 And Part of Park Lot 1 in Lot 27, Concession 2 And Part of the Road Allowance between Concessions 1 & 2, Closed by By-law LC204235 All in the Geographic Township of Bathurst And South East Part of Lot 1, Concession 1 as shown on Compiled Plan No. 8828 in the Geographic Township of Drummond, Town of Perth And Part of the Road Allowance between Geographic Townships of Bathurst and Drummond, County of Lanark

The following conditions must be satisfied in full to the satisfaction of the relevant agencies and the approval authority before Final Approval will be granted to permit Registration of the Final Plan or Subdivision.

LANARK COUNTY - APPROVAL AUTHORITY

Plan, Lapsing and Phasing

1. That this approval applies to the Draft Plan, prepared by **J.D. Barnes Limited** dated **February 9, 2026** and certified by **C.M. Fox**, Ontario Land Surveyor, which shows a total of 500 lots for detached homes [Lots 1 to 500 both inclusive], 101 blocks for townhouses [Blocks 501 to 601 both inclusive], 1 block for stacked townhouses [Block 602], 14 blocks for multiuse paths [Blocks 603 to 616 both inclusive], 1 block for a pump station [Block 617], 3 blocks for parks and open space [Blocks 618 to 620 both inclusive], 1 block for affordable housing [Block 621], 3 blocks for environmental protection [Blocks 622 to 625 both inclusive], 3 blocks for stormwater management [Blocks 626 to 628 both inclusive], 1 block for commercial [Block 629], and 16 internal streets [Streets A to P]. The Final Plan submitted for registration shall be consistent with the Draft Plan, subject to changes required to implement the Draft Plan conditions. The County may require an amendment to be filed for changes to the Final Plan that deviate from the Draft Plan at its sole discretion.

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2. The Draft Approval shall lapse as follows:
 - a. For Phase 1, three (3) years after the date of Draft Approval.
 - b. For Phase 2, the Draft Plan approval for any phase not yet registered will lapse after ten (10) years from the date of Draft Approval.
3. The Final Approval of the Plan of Subdivision shall be completed and registered through two (2) Phases. Each Phase may be registered in multiple subphases as follows:
 - a. Phase 1: shall include no more than 200 units.
 - b. Phase 2: 201 units and above, and second crossing
4. The Owner shall provide the County of Lanark with a Final Plan of Subdivision intended for registration in a format acceptable to the County of Lanark.
5. At any time prior to final approval of the Plan for registration, the County of Lanark may, in accordance with Section 51 (44) of the Planning Act, R.S.O. 1990, amend, delete or add to the conditions and this may include the need for amended or new studies.

Submissions

6. The Owner shall submit to the County of Lanark a copy of the executed Subdivision Agreement in a format acceptable to the County.
7. The Owner shall submit to the County of Lanark a copy of all plans, reports and drawings referenced in the Subdivision Agreement in a format satisfactory to the County.
8. The Owner shall submit to the County of Lanark the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch for review and approval by the County of Lanark prior to submission. This submission shall be accompanied by a list of all variations between the Draft Approved Plan of Subdivision and the draft Final Plan of Subdivision, with an explanation provided for each variation.
9. The Owner shall submit to the Local Municipality the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch for review and approval by the County of Lanark prior to submission. This submission shall be accompanied by a list of all variations between the Draft Approved Plan of Subdivision and the draft Final Plan of Subdivision, with an explanation provided for each variation. The Owner shall coordinate and forward to the County of Lanark a confirmation of the Local

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Municipality's approval of the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch.

10. That the Owner shall submit to the County of Lanark written confirmation of Plan Pre-Approval by the Land Registration Services Branch at the time a request is made for Final Approval.

Phase 2 Specific Conditions

11. The Owner shall fully satisfy the County of Lanark in relation to agreements related to the acquisition and/or use of any County of Lanark owned lands for the purpose of development access prior to the Final Approval of any Plan in Phase 2. The owner acknowledges that Draft Approval does not represent a commitment on the part of Lanark County to provide land or access for the purposes of a Second Crossing. The owner acknowledges that it assumes all risks associated with obtaining necessary approvals, including those required from Lanark County.
12. The Owner shall ensure that services are available to the affordable housing block to the satisfaction of the Town of Perth and Lanark County prior to any request for Final Approval for a subphase that includes the affordable housing block. The Owner shall be solely responsible for all wastewater infrastructure costs associated with the affordable housing block to a peak population flow of 2.86L/s, as a minimum.
13. The Owner shall convey, at no cost and free of any and all encumbrances, the affordable housing block, Block 621, to the County of Lanark as directed, simultaneous with the registration of the Plan of Subdivision in which it is located. The County of Lanark may require the Owner to include Block 621 in any Plan of Subdivision which includes an abutting street, lot or block upon review of a Plan submitted for review prior to pre-approval under Conditions 8 and 9.

TOWN OF PERTH

General

14. The Owner shall submit a proposed Phasing Plan which identifies subphases to be registered within each Phase. The Phasing Plan shall be to the satisfaction of the Town of Perth.
15. Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the Director of Environmental Services.

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16. The Owner, or its agents, shall not commence or permit the commencement of any infrastructure related works, site preparation or pre-servicing until such time as a pre-construction meeting has been held with Municipal Staff and until the Town of Perth issues a Commence Work Notification. A pre-construction meeting will be held with Municipal staff prior to commencing any earthworks on the site.
17. The Owner shall enter into any Cost Sharing Agreement or Front Ending Agreements that may impact the lands or servicing for the development that may arise during build-out.
18. The Owner shall be responsible for the provisions of the following works, including off-site works, oversizing and over depth, at its cost, and in accordance with studies and plans approved by the Town of Perth:
 - a. Watermains;
 - b. Sanitary Sewers;
 - c. Storm Sewers;
 - d. Roads, crossings and traffic infrastructure;
 - e. Streetlights;
 - f. Sidewalks, multi-use paths, and recreational trails;
 - g. Landscaping and/or Streetscaping Plan;
 - h. Street name, municipal numbering, and traffic signs;
 - i. Stormwater management facilities;
 - j. Grade Control and Drainage; and
 - k. Utilities

Phasing and Zoning

19. The Owner shall appropriately zone the subject lands to the satisfaction of the Town of Perth, including the placing of holding zones on all lands within Phases 1 and 2.
20. The Owner shall apply for and obtain the removal of the holding zone on the lands subject to a Plan where Final Approval will be requested.
21. The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the Municipality a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.
22. Prior to Final Approval, the Owner shall prepare a cumulative tally of proposed and future units within the development to summarize the housing mix and density to ensure compliance with the Town of Perth Official Plan.

Studies

23. The Owner shall submit or update the following reports and plans, prepared by qualified professionals, and ensure they wholistically contemplate the final Draft Approved Plan and the subdivision layout and submit a copy to the Town of Perth. All reports shall be updated to the satisfaction of the Town of Perth and the relevant regulatory agency:
 - a. Fiscal Impact Study
 - b. Environmental Impact Study
 - c. Integrated Hydrological Impact Assessment
 - d. Functional Servicing Report
 - e. Hydrologic and Hydraulic Conditions Report
 - f. Planning Rationale
 - g. Urban Design Brief
 - h. Geotechnical Investigation
 - i. Transportation Impact Study
 - j. Functional Design Plans (Grading Plans, Servicing Plans, etc.)
 - k. Erosion and Sediment Control Plan
24. The following plans shall be provided to the Town of Perth at the time of a request for Final Approval for any subphase:
 - a. Landscaping and/or Streetscaping Plan
 - b. Street Naming and Civic Addressing Plan
 - c. Fireflow Capacity Report
25. All updated reports and plans shall include a distinct section and/or executive summary which clearly lists:
 - a. items and mitigation measures that are to be addressed before Final Approval,
 - b. all matters and terms that need to be incorporated into any subdivision agreement, and
 - c. the specific areas to which the items in (a) and (b) apply.
26. For a Final Approval that is requested after seven (7) years from the date of initial Draft Approval the following studies may be required to be updated to the satisfaction of the Town of Perth:
 - a. Environmental Impact Statement
 - b. Transportation Impact Study

Subdivision Agreement

27. For each Plan to be registered the Owner shall enter into a Subdivision Agreement with the Town of Perth that satisfies all terms, conditions, requirements and obligations, financial and otherwise, at the Owner's sole expense, all to the satisfaction of the Town of Perth and register the agreement against the subject lands.
28. A Subdivision Agreement shall include, but not be limited to terms, conditions, requirements and obligations addressing the following to the complete satisfaction of the Town of Perth:
- a. Civic Addressing plan submission and approval;
 - b. Copies of plans and agreements in a format acceptable to the Town of Perth;
 - c. Financial obligation, including 50% securities for internal works and 100% securities for external works;
 - d. Timeline for construction;
 - e. Construction management plan, including off-site traffic management and related safety measures;
 - f. All requirements as identified in the updated studies referenced in Condition No. 23;
 - g. All requirements of third-party agencies and regulatory bodies;
 - h. The requirements of the landscaping and/or streetscaping plan, including the location, development, quality, interim maintenance of all streetscape landscape elements;
 - i. Submission of 'as built' plans for all works and infrastructure to be assumed by the Town of Perth. The as built plans shall be accompanied by a statement by qualified person that they are consistent with the approved plans and will meet the intended performance standards of the approved plans;
 - j. Submission of a grading plan, which includes all structures and features for each lot and/or block prior to development that demonstrates conformity with the final approved Stormwater Management Plan;
 - k. Confirmation of as built grading as it relates to individual lots and foundations as a part of Building Code occupancy request;
 - l. Assumption of highways;
 - m. Requirements related to the development of parks and passive recreational spaces including all infrastructure and trails;
 - n. Conditions related to the maintenance of works prior to assumption;
 - o. Maintenance of necessary insurance and indemnification;
 - p. Warranty periods for all works to be assumed by the Town of Perth;
 - q. Erosion and sediment control, including monitoring, reporting and maintenance;

- r. Required clauses in purchase and sale agreements to the satisfaction of the Town of Perth;
- s. Completion of a Composite Utility Plan;
- t. Blasting operations; and
- u. Requirements for sumps pumps or private property drains and related approved connections.

Tree Planting Requirements

29. (a) The ratio of new trees to units within the Western Annex Lands shall be:

- (i) no less than 1 tree for 1 residential unit for single detached, semi-detached, and street townhouse units; and
- (ii) no less than 1 tree per 3 residential units for stacked townhouses, apartments, or other similar medium density development.

(b) Trees shall be provided in the public road right-of-way adjacent to the lot or block, or on the respective lot or block. In all cases, the planted tree(s) shall not interfere with potential permitted projections, servicing, driveways, sidewalks or easements/ROWs and sufficient soil depth and space shall be available to ensure the health of the tree(s).

(c) Where tree planting in accordance with (b) is not possible, the planted tree(s) may be located elsewhere within the Residential Area Designation in the Western Annex Lands, subject to Town's approval of a Landscape Plan in accordance with Condition No. 30.

Landscaping/Streetscaping

30. Prior to registration of each phase of the subdivision, the Owner agrees to provide a landscape plan(s) prepared by a Landscape Architect to the satisfaction of the Town of Perth.

The landscape plan(s) shall include detailed planting locations, plant lists, which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features where required, and shall address the requirements of Condition 29.

The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).

31. The Owner shall install a 1.2 m high black vinyl chain link fence along the common property lines separating a lot or residential block from any adjacent

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environmental protection zone, floodplain overlay zone or stormwater management pond.

32. The Owner shall install a 1.8 m multi-purpose asphalt-surfaced pedestrian path, pedestrian lighting, and post-and-rail fencing, around the perimeter of the stormwater management ponds within Blocks 626, 627, and 628 to the satisfaction of the Town of Perth.

Tree Conservation

33. The Owner agrees to maintain tree protection measures until construction is complete and/or the Town has provided written permission to remove them.

Transportation

34. The Owner shall pay all expenses associated with all works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required works.
35. The Owner agrees to provide Road Signage and Pavement Marking Plan and Geometric Plan indicating:
 - a. Road Signage and Pavement Marking for the subdivision;
 - b. Intersection control measure at new internal intersections; and
 - c. location of depressed curbs and tactile walking surface indicators.
36. A Plan submitted for Final Approval shall include all highways as required by the Town of Perth and be named as approved by the Town of Perth.
37. All highways on a Plan submitted for Final Approval shall be of a width as detailed in the Draft Approved Plan and the approved Official Plan.
38. No road preparation shall begin prior to the approval of all necessary studies and Plans, as determined by the Town of Perth.
39. As a part of the Peter St. Bridge improvements, the Owner shall fully satisfy the Town of Perth in relation to agreements related to the acquisition of any Town owned lands for the purpose of access prior to the Final Approval. The Owner acknowledges that Draft Approval does not represent a commitment on the part of Town to provide land or access for the purposes of the Peter St. Bridge improvements. The owner acknowledges that it assumes all risks associated with obtaining necessary approvals, including those required from the Town.

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40. The Owner shall develop and submit to the Town of Perth for approval a detailed rehabilitation, redevelopment, and expansion plan for the twinning of the Peter Street Bridge, which includes two travel lanes, one Multi-Use Path, and one sidewalk prior to completing the Municipal Class Environmental Assessment process, at its sole cost.
41. The Owner shall obtain all necessary approval and permits for the upgrade to the Peter St. Bridge and any improvements required between Lustre Lane and the existing Peter Street Bridge to ensure appropriate emergency vehicle access and egress to the improved Peter Street Bridge prior to any work commencing and at its sole cost.
42. The Owner shall implement improvements to the Peter St. Bridge as deemed required and as approved by the Town and as permitted by the various approval authorities at its sole cost.
43. The Owner agrees to design and construct 1.8 metre wide sidewalks along one side of each local street and any collector street, to the satisfaction of the Director of Environmental Services.
44. The Owner shall provide for temporary hard surfaced turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the Town at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the Town.
45. The Owner acknowledges and agrees that prior to Final Approval, any street that crosses over or through a watercourse, waterbody, or Provincially Significant Wetland will comply with required permits from regulatory approval authorities.
46. The Owner shall be required to coordinate the preparation of an overall Composite Utility Plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities and included municipal services (on-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping). Such location plan shall be prepared to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable. The Composite Utility Plan shall be prepared and approved by the respective utility providers, including the Town of Perth, prior to the installation of any the service lateral connections for any of the affected utilities.

Sanitary and Water Services

47. The Owner shall implement all necessary system upgrades required to service the development as identified and as required in all studies and plans approved by the Town of Perth.
48. All infrastructure shall be designed and built in accordance with Town of Perth standards, and/or approvals.
49. The Owner shall be responsible for the design, approvals, land acquisition (as required), funding (including any cost-sharing arrangements) and construction of the secondary watermain supply as outlined in the approved Functional Servicing Report. The design and construction of the secondary watermain supply must be to the satisfaction of the Town and must be completed prior to the issuance of Building Permits for any residential units in Phase 2. The Town must be satisfied that the completed watermain loop will meet all municipal standards and requirements to ensure public safety, including adequate fire protection and redundancy in the drinking water supply.
50. The Owner may enter into a pre-servicing agreement with the Town of Perth addressing the construction of roads, stormwater management, pump stations, other works, model homes, conditional building permits, and off-site works. The owner agrees that required securities shall be posted and that the pre-servicing agreement will implement all relevant recommendations and mitigation requirements outlined in the various approved technical studies. Pre-servicing will not occur until holding zones have been lifted, unless otherwise approved by the Town of Perth.
51. No pre-servicing work shall take place prior to the Town of Perth granting and /or receiving all necessary permissions. Securities, insurance and warranties associated with the work will be required from the Owner, and no work shall commence without the express written permission from the Town of Perth.
52. Prior to pre-servicing all reports and plans as required by the Town of Perth shall be prepared and approved.
53. Prior to the Final Approval of any Plan the Owner shall confirm that sufficient water and wastewater capacity is available to service the development. The Owner's Functional Servicing Report shall include all necessary infrastructure both on the subject lands as well as existing off-site infrastructure.
54. The Owner acknowledges and agrees that if the use of sump pump systems was not identified in a Functional Servicing Report, Hydrologic and Hydraulic Conditions Report or Grading Plan, there will be a requirement to update the

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Owner's reports to expressly contemplate the use of and need for sump pumps and detail requirements for their use and connection.

55. If the Owner begins construction of the on-site sanitary pump station and associated forcemains along Rogers Road prior to completion of a subdivision agreement, the Owner agrees that the design of the works shall be to the satisfaction of the Town of Perth. No work shall take place prior to the Town of Perth receiving all necessary securities and insurance associated with the work thereto from the Owner, and no work shall commence without the express written permission from the Town of Perth.

Stormwater Management

56. Prior to registration of the subdivision agreement, the Owner shall prepare a detailed Stormwater Management Plan. The detailed Stormwater Management Plan shall be in conformity with the phasing of development and identify the sequence of its implementation in relation to the construction of the subdivision and shall be completed to the satisfaction of the Town of Perth and in accordance with the requirements of the Rideau Valley Conservation Authority and the Ministry of the Environment, Conservation and Parks.
57. Prior to the commencement of any works, including pre-servicing works, the Owner shall implement all necessary works as required by approved Stormwater Management Plan, including all necessary sediment and erosion control structures and practices.
58. The Owner shall maintain the stormwater management facilities until such time as the Town of Perth assumes the facilities. The Town of Perth shall not assume any such facilities until a minimum of 80% of the tributary area of the facility is constructed, or at an earlier agreed upon date.

Geotechnical, Terrain, Site Condition

59. The Owner shall be required to submit to the Town of Perth, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The RSC shall be completed and approved by the Ministry prior to building permit issuance for each respective phase of development.

Natural Heritage

60. The construction of the subdivision shall be in accordance with the recommendations in the approved Environmental Impact Study and any applicable Municipal Class Environmental Assessment as per the conditions of the Town of Perth, the Ministry of the Environment, Conservation and Parks, the Ministry of Natural Resources, RVCA or other authorities having jurisdiction, including but not limited to replanting forested areas to mitigate impacts to significant wildlife habitat.
61. The Owner shall develop an 'Owner's Guide to Natural Heritage' for the development, with the content being to the satisfaction of the Town of Perth and the RVCA and this guide shall be provided to all purchasers. The guide shall contain all conditions and best practices related to natural heritage features within and adjacent to the development as well as contacts for approvals and regulatory authorities.
62. The Owner shall construct exclusion fencing on any lot line that abuts a natural heritage, floodplain feature or designation or associated setback. The construction standard of the fence shall be detailed in the Subdivisions Agreement and to the satisfaction of the Town of Perth.
63. The owner acknowledges and agrees that any development or site alterations that occur within 30 m of a hydrological feature (includes Tay River, its associated riverine unevaluated wetland and the PSW), that could impact fish habitat shall be subject to a fisheries assessment and/or DFO permit.
64. The Owner acknowledges and agrees that prior to registration, Street A as shown on the approved Draft Plan between Lot 255 and Lot 198 shall be designed to span the area designated as PSW. Support structures shall be established outside of the PSW but may be located within the 30 m setback. A 3:1 planting compensation for the encroached area within the 30 m setback will be established within an area that shall naturally enhance the PSW, associated unevaluated wetland and/or Tay River, so there is an overall improvement to the upland buffer between the proposed development and these hydrological features to the satisfaction of the Town of Perth and RVCA.
65. The Owner shall implement all compensation required on-site and off-site as per any approved Overall Benefit Permit for Species-at-Risk impacts. The Owner shall provide copies of all permits, reports and monitoring provided by or to the Ministry of Environment, Conservation and Parks as a part of the permit.
66. The Owner acknowledges and agrees that bat habitat is present throughout the subject property and that tree removal will be in accordance with the

- recommendations of the Ministry of Environment, Conservation and Parks, or as the case may be, in accordance with a net benefit permit from the Ministry. Any Ministry correspondence/recommendations regarding mitigation measures for Species-at-Risk bats shall be provided in writing to the Town of Perth. The Owner acknowledges that no development or action may be taken onsite, including pre-servicing until such time as permit is provided.
67. The Owner acknowledges and agrees that Black Ash is present on site and that tree removal and compensation will be in accordance with the recommendations of the Ministry of Environment, Conservation and Parks, or as the case may be, in accordance with a net benefit permit from the Ministry. Any Ministry recommendations/correspondence regarding mitigation measures for Grey Rat snake and Blanding's Turtle shall be provided in writing to the Town of Perth. The Owner acknowledges that no development or action may be taken onsite, including pre-servicing until such time as permit is provided.
68. The Owner acknowledges that the subject property constitutes habitat for grey rat snake and Blanding's turtles and site works will move forward in accordance with the recommendations of the Ministry of Environment, Conservation and Parks, or as the case may be, in accordance with a net benefit permit from the Ministry. The Owner acknowledges that no development or action may be taken onsite, including pre-servicing until such time as permit is provided.
69. The Owner agrees to provide vegetation compensation and planting material in areas where the setback has been determined to be less than 30 m.
70. The Owner agrees to maintain tree protection measures until construction is complete and/or the Town of Perth has provided written permission to remove them.

Cultural Heritage

71. The Owner shall implement all conditions and requirements of any Heritage Impact Assessment or Archaeological Study.

Parks, Greenspace and Streetscape

72. The Owner shall convey lands for the purposes of public parks and greenspace at no cost and to the complete satisfaction of the Town of Perth. The lands to be provided shall be those identified for that purpose in the Draft Plan, including Blocks 618, 619, and 620 unless otherwise approved by the Town of Perth.
73. The Owner shall develop and submit a detailed development plan for public parks and passive recreation locations per subphase, including all structures and

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facilities to the complete satisfaction of the Town of Perth. This shall include all lands identified as public parks within the relevant subphase, as well as all lands that contain a recreational trail, a trail access, or trail connection as illustrated in the final Urban Design Brief.

74. The Owner shall enter into a Parks Agreement with the Town addressing the future conveyance of Blocks 618, 619, and 620 for use as a public park. This Parks Agreement shall be entered into prior to any request for Final Approval of a subphase that includes any of these Blocks. In addition to conveyance, the Parks Agreement may also address responsibilities for the funding, design and construction of the public park, including the potential future availability of development charge credits, the Owner's obligations if park improvements are front-ended, and any other terms, conditions, timelines and securities as are reasonable and required by the Town.
75. The Owner shall design and construct all trails as provided in the Urban Design Brief, and as approved by the Town of Perth. The layout and construction standards shall be to the satisfaction of the Town of Perth and the owner shall be responsible to obtain all necessary permits for the work at their cost. The Town of Perth shall maintain the trails once constructed.
76. As part of a detailed design process for any phase, the Owner shall provide a Landscaping and/or Streetscaping Plan to the Town of Perth for review and approval which includes all landscape elements as required by the Official Plan. The Landscaping and/or Streetscaping Plan shall be developed in coordination with and be reflective of the Composite Utility Plan.
77. The Owner shall construct fencing on any lot line that abuts a public park or passive recreation area. The construction standard of the fence shall be detailed in the Subdivision Agreement.

Natural Hazard

78. The Owner agrees that prior to registration of any phase of the subdivision, the Owner shall confirm through permitting with the Rideau Valley Conservation Authority that no residential lot, road fabric, park block or stormwater management facility is affected by the regulatory flood plain and that the conditions of any flood plain-related permits under O.Reg 41/24 have been approved.

Emergency Services

79. The Owner acknowledges and agrees to submit a Fireflow Capacity report to the Municipality demonstrating compliance of the proposed subdivision and all

housing types with the Fire Underwriters Survey (FUS) requirements for fire flow. If necessary, the report shall include details on fire walls and other necessary measures to reduce the required fire flow in accordance with the available flows provided by the Town of Perth.

80. Through the detailed engineering design process, the Owner shall demonstrate that there is adequate firefighting capacity, safe access and identify necessary network improvements to the satisfaction of the authorities having jurisdiction.
81. The Owner shall ensure they are following the requirements of the Town of Perth Fire Break Policy. Plans provided under the policy shall indicate appropriate fire breaks approved by the Fire Chief of the Town of Perth.

Dedication, Easements and Land Transfers

82. The Owner shall submit a reference plan illustrating all easements to the satisfaction of the Town of Perth prior to the registration of the subdivision agreement.
83. The Owner shall grant at no cost to the Town of Perth any and all easements and land dedications as may be required by the appropriate authority, including the Town of Perth, at the time of Final Approval. This shall include, but shall not be limited to, lands for paths and walkways, stormwater management, the sanitary pumping station, environmental protection and natural heritage, subject to approval by the Town of Perth.
84. Easements for rear yard catch-basin leads shall be 1.8 m in width and shall be generally located equally between the adjoining properties.
85. A 0.3 m reserve shall be established at the termination of any highway that does not connect to an established public highway and conveyed to the Town of Perth at no cost.
86. The Owner shall provide land dedications to the Town of Perth as follows:
 - a. 3 m x 3 m sight triangle at the intersection of local roads
 - b. 3 m x 5 m at the intersection of a local road with a collector road
 - c. 5 m x 5 m at the intersection of collector roads
87. The Owner shall identify on a Registered Plan and provide reciprocal easements for side yard access between detached dwellings at the time of Final Approval.

88. The Owner shall identify on a Registered Plan and provide necessary access and servicing easements, as determined required by the Town of Perth, for all Townhouse blocks at the time of Final approval.

Fees and Charges

89. The Owner shall be responsible for any municipal costs associated with registering the required easements prior to registration.
90. The Owner shall be responsible for all costs associated to First Nations consultation and/or compensation as a part of any approval process associated to the development or access that requires a Duty to Consult.
91. Security contemplated in the Subdivision Agreement for site works shall be for works on both private and public property (on-site and off-site) and shall include, but not be limited to, rough lot grading and drainage, landscaping, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works.
92. The amount of securities held by the Town of Perth shall be determined by the Development Services and Environmental Services, and may be based on an engineer's estimate, recent local tendered costs or other benchmark as determined applicable by the Town of Perth.
93. Engineering inspection fees will be collected in accordance with the Municipality's Fees and Charges By-law or as detailed in the Subdivision Agreement.
94. With the exception of any site works required to implement a permit requirement imposed by RVCA or MECP, prior to any grading, servicing, tree removal, topsoil stripping, dumping or removal of fill, or altering the lands in any way, the Owner shall post all necessary securities and pay all necessary fees as required under the Pre-Servicing Agreement or Subdivision Agreement with the Town.

Phase 2 Specific Conditions

95. For each Plan to be registered within the Phase, the Owner shall enter into a Subdivision Agreement to the complete satisfaction of the Town of Perth that satisfies all terms, conditions, requirements and obligations, financial and otherwise, at the Owner's sole expense, all to the satisfaction of the Town of Perth and register the agreement against the subject lands and address the matters detailed in Condition No. 26.

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96. The Owner shall apply for and obtain the removal of the holding zone on the lands subject to a Plan where Final Approval will be requested.
97. The Owner will complete the process for the Second Crossing, initiated in the Western Annex Lands Infrastructure Master Plan (Town of Perth, 2019) and follow the requirements of all required studies to the satisfaction of authorities having jurisdiction including the Municipal Class Environmental Assessment, as applicable, including detailed design.
98. The design of the Second Crossing, including any roadway modifications and required site works shall be to the satisfaction of the Town of Perth and Tay Valley Township.
99. The Owner acknowledges that no building permit applications will be submitted in Phase 2 until such time as the second crossing is substantially complete to the satisfaction of authorities having jurisdiction. Pre-servicing may occur once a pre-servicing agreement is in place, securities have been provided. Additionally safe access must be provided to the satisfaction of the Town of Perth. Substantially complete means that the project has reached a stage where it is fit for its intended use (vehicles, pedestrians, bikes) with final items such as final lift of asphalt, landscaping, minor road painting and signage not complete.
100. The Owner shall submit a Stage 4 Archaeological Assessment to the Town of Perth completed in accordance with Provincial requirements. A Stage 4 is required on the WAL adjacent to the Tay River within the north portion of Lot 25, Concession 2, Geographic Township of Bathurst, County of Lanark.

RIDEAU VALLEY CONSERVATION AUTHORITY

101. Prior to registration, that the owner confirms that all earthworks required to modify regulated flood plains shall be completed, and that modified regulated flood plain is limited solely blocks designated on the draft plan for environmental protection, to the satisfaction of the Conservation Authority.
102. The owner acknowledges that portions of the subdivision are subject to regulation of the Conservation Authorities Act and that all development activity shall obtain applicable permits in accordance with the requirements of Ontario Regulation 41/24 of the Conservation Authorities Act, prior to work commencing.
103. The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of all wetlands and the Tay River and its tributaries prior to any site preparation works within the Subdivision to

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ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.

104. Prior to registration, the Owner shall demonstrate that all stormwater management facilities shall be located outside of any portion of the regulated flood plain to the satisfaction of the Conservation Authority.
105. All submissions and any changes made to the approved stormwater management report and associated plans shall be submitted to the satisfaction of the Rideau Valley Conservation Authority.
106. The Owner shall provide any and all stormwater reports that may be required for approval prior to the commencement of any works in any phase of the Plan of Subdivision. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements to the satisfaction of the Rideau Valley Conservation Authority.
107. That construction of all bridge accesses crossing the Tay River shall be designed and constructed in a manner that results in no negative impacts on the watercourse to the satisfaction of the Rideau Valley Conservation Authority.
108. That the owner agrees, where organic soils are discovered as part of construction, a mitigation plan is prepared by a qualified professional to the satisfaction to ensure hazardous soils are appropriately addressed to the satisfaction of the Rideau Valley Conservation Authority.

CANADA POST

109. The Owner shall fully satisfy Canada Post as to all requirements and obligations as detailed in the comments dated October 21, 2025.

HYDRO ONE

107. The Owner shall fully satisfy Hydro One as to all requirements and obligations as detailed in the comments dated December 19, 2025.

BELL CANADA

108. 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.
109. 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.

ENBRIDGE

110. The Owner shall fully satisfy Enbridge as to all requirements and obligations as detailed in the comments dated October 20, 2025.

WTC

111. The Owner acknowledges and agrees to grant, at no cost to WTC Communications, any easements required by WTC Communications to service the subject development.
112. The Owner agrees to co-ordinate with WTC Communications for any required relocation of any existing WTC Communications infrastructure within the subject development area. The Owner further agrees to cover the whole cost of any relocations as defined above.

CLEARANCE OF CONDITIONS

113. That prior to a request for any Final Approval, the Owner shall address and satisfy the County of Lanark as to Conditions 1 to 10. Further, the County of Lanark is to be advised in writing by the respective condition clearing authorities and parties that Condition Nos. 14 to 94 and 101 to 112 have been satisfied.
114. That prior to a request for any Final Approval within Phase 2, the Owner shall address and satisfy the County of Lanark as to conditions 11 to 13. Further, the County of Lanark is to be advised in writing by the respective condition clearing authorities and parties that Condition Nos. 95 to 100 have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of Draft Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Lanark Planning Department quoting the County's file number.
2. If the agency condition concerns a condition or conditions in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite Final Approval.
3. The Final Plan of Subdivision approved by the County of Lanark must be registered within 30 days or the County of Lanark may withdraw its approval under Subsection 51 (59) of the Planning Act.

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