

Subdivision Draft Approval Conditions

**Draft Plan of Subdivision Application 30T-23201
1700 Strasburg Road and McBrine Drive
2140221 Ontario Inc.**

1. That this approval applies to Plan of Subdivision 30T-23201 for 2140221 Ontario Inc., as shown on the attached Plan of Subdivision prepared by the City of Kitchener dated October 16, 2025 which shows the following:

Lot / Block	Land Use	Area (ha)	Subtotals (ha)
Lot 1	Industrial Lot	0.88	Industrial Lots: 8.61
Lot 2	Industrial Lot	0.92	
Lot 3	Industrial Lot	1.22	
Lot 4	Industrial Lot	0.74	
Lot 5	Industrial Lot	0.89	
Lot 6	Industrial Lot	0.90	
Lot 7	Industrial Lot	0.67	
Lot 8	Industrial Lot	0.90	
Lot 9	Industrial Lot	0.70	
Lot 10	Industrial Lot	0.78	
Block 11	Open Space / Created Wetland and Buffer	4.00	Open Space: 4.88
Block 12	Open Space / Wildlife Corridor	0.88	
Streets A, B, & C	Roads	1.76	1.76
Total	N/A	15.25	15.25

2. CITY OF KITCHENER CONDITIONS:

- 2.1 That the SUBDIVIDER shall enter into a CITY Subdivision Agreement, to the satisfaction of the CITY Solicitor, respecting those lands shown outlined on the attached Plan of Subdivision dated October 16, 2025. This Subdivision Agreement shall contain the following conditions:

PART 1 GENERAL CONDITIONS

The SUBDIVIDER agrees to fulfill each of the following **general conditions** which follow:

Terms

1.1 In this Agreement,

- a) “Area Grading, Erosion and Siltation Control Plan” means the plan showing the overall the grading plan for each Stage or Phase of a Subdivision being developed. This term applies during the initial grading of the site during the pre-grading stage.
- b) “Site Grading Plan” means the plan showing grading for a large area, not including single detached lots, usually showing the grades along lot lines and the direction of overland flow. This term applies to sites that will be subject to Section 41 agreements and associated grading and landscaping requirements.
- c) “Lot Grading and Drainage Plan” means the plan that is submitted to the CITY in concert with a building permit application for an individual lot showing proposed grades along the lot lines in accordance with the Lot Grading Control Plan, internal proposed lot grades, driveway grades, foundation footprint, top of foundation grades, setbacks, lot and building dimensions etc.
- d) “Lot Grading Control Plan” means the detailed overall grading plan

for each Stage or Phase of the Plan of Subdivision being developed showing the final grades for each lot corner, including slopes and embankments, surface water flow from the Lots or Blocks and grades on centerline of roads and overland flow routes. These are approved by the CITY's Director of Engineering During the Servicing Stage.

- e) "Drainage Control Plan" with Building permit is a plan that shows the site drainage and grading for the individual lot subject of the building permit.
- f) "Subdivision" means the geographical area of land covered by the draft approval.
- g) "Subdivision plan" shall mean that plan depicted on the Second Schedule to the Agreement.
- h) "Stage" means any area which is intended for separate registration.
- i) "Phase" means a portion of a stage for which separate servicing is intended.
- j) "Works" referred to in this agreement shall be in accordance with the standards identified in the CITY's Development Manual and shall include Engineering, Operational and Tree Planting and associated work(s) that will form part of public infrastructure. Any deviations therefrom have to be to the satisfaction of the CITY's Director of Engineering Services.
- k) "Draft Approval means the CITY's conditional approval of the proposed Subdivision Plan(s) for the lands described in the First Schedule hereto."
- l) "Lot" means a proposed Lot or Block depicted on the Subdivision Plan. Any references therein to a 'Lot' also include a Lot or Block depicted on the registered Subdivision Plan."
- m) "A Streetscape Plan is a comprehensive plan that depicts the inter-relationship between engineering servicing, utility location (including Bell, Canada Post, ENOVA and CITY utilities), tree planting, driveway location, on street parking and priority lot location and coordinates these plan features so as to minimize conflicts between these."
- n) "A Priority Lot is a lot within a plan of subdivision located on a corner or at the end of a street which forms a terminating view to which particular architectural control and design will be required and may require particular orientation towards the street in order to achieve a desired urban design objective"

Plan of Subdivision

- 1.2 The final plan(s) for registration purposes shall be prepared in accordance with the subdivision plan attached as the Second Schedule, dated October 16, 2025.

Plan Changes

- 1.3 a) Minor changes to said plan, acceptable to the CITY'S Director of Development and Housing Approvals and not affecting the number of lots or blocks may be permitted without an amendment to this Agreement.
- b) Major changes to the plan or changes affecting the numbering of lots or blocks shall require approval and an amendment to this Agreement; and,
- c) deleted.

Compliance

<i>with Development Manual</i>	1.4	All works referred to within this document will be in compliance with the standards described in the CITY's Development Manual as amended from time to time. Any deviation from these standards will require the approval of the CITY's Director of Engineering Services.
<i>Service Payment and Installation</i>	1.5a)	<p>The SUBDIVIDER shall pay the cost of installation of the following public services:</p> <p>sanitary sewers, drainage works, area grading, lot level grading, multi use pathways, storm water management ponds, storm sewers, watermains, underground electrical distribution plant and lighting with attendant conductors, pipes, pedestals and transformers, driveway ramps, streets, roundabouts, traffic calming measures, pavements, curbs, gutters, fences in public rights-of-way, seeding and sodding, fences or boundary markers, constructed wetland habitat and wildlife corridor (including ecopassage), boulevard landscaping including trees, mailboxes, monuments, street name signs, traffic control signs, sidewalks, multi-use pathways and walkways and all necessary connections, other appurtenances and outlets to the foregoing services.</p>
	b)	The SUBDIVIDER shall install the public services defined in clause a) above to the CITY'S current subdivision standards, as set out in the CITY'S Development Manual and ENOVA'S Manual, each as amended from time to time, in accordance with the engineering plans and procedures approved by the CITY'S Director of Engineering Services or ENOVA'S Engineer.
	c)	Notwithstanding clauses a) and b) above, the SUBDIVIDER shall install any other services including, but not limited to works and services on existing streets as are required to bring the subdivision and abutting and outlet streets up to the CITY'S current subdivision standards, as set out in the CITY'S Development Manual, as amended from time to time, all to the satisfaction of the CITY'S Director of Engineering Services.
<i>CITY/ ENOVA Service Installation</i>	1.6	If the CITY or ENOVA undertakes to install certain work(s) required by this Agreement, the SUBDIVIDER shall pay all costs of such work(s) prior to the commencement of such work(s) by the CITY or ENOVA and the CITY or ENOVA may stop such work when funds provided are exhausted.
<i>Service Connection Restrictions</i>	1.7	All service connections to be installed in the subdivision shall be subject to the CITY'S standards and ENOVA'S regulations and no connection shall be made to lands not directly abutting a street containing such service without the express consent of the CITY or ENOVA.
<i>Workforce Qualifi- cations</i>	1.8	All work done under this Agreement shall be done expeditiously, in a good workmanlike manner by persons qualified and licensed in accordance with all applicable by-laws, statutes and regulations, and so as to cause a minimum of nuisance.
<i>Third Party Claims Indemnity</i>	1.9	The SUBDIVIDER shall indemnify the CITY and ENOVA against any legal liability for losses, damages, claims, demands, actions, suits and costs arising directly or indirectly from anything done by the SUBDIVIDER or its employees, contractors or agents, in connection with the subdivision, whether or not in performance of this agreement, and provide proof of public liability and property damage insurance for this purpose in a form and amounts approved by the CITY'S Solicitor.
<i>CITY Property</i>	1.10	The SUBDIVIDER shall be responsible to the CITY and ENOVA for the cost of damage done to any public service as defined in Section

<i>Damage</i>		1.5 a) on existing street(s) in the immediate vicinity of the subdivision, or the CITY'S or ENOVA's easements, during construction or building by anyone other than the CITY or ENOVA, unless the SUBDIVIDER demonstrates to the reasonable satisfaction of the CITY'S Director of Engineering that such damage was not caused by any employee, contractor, supplier or agent of the SUBDIVIDER, anyone building a home in the subdivision or any employee, contractor, supplier or agent of anyone building a home within the subdivision. If the SUBDIVIDER fails to repair such damage or pay to the CITY the cost of such damage, the CITY'S Chief Building Official may, in his/her discretion, refuse to issue any further building permits within the subdivision. Any dispute between the CITY and the SUBDIVIDER as to the responsibility for any damage shall be resolved in the discretion of the CITY'S consulting engineer and the decision of the CITY'S consulting engineer shall be binding on the CITY and the SUBDIVIDER.
<i>ENOVA Rights</i>	1.11	ENOVA shall exercise the CITY'S rights for those CITY works which are under the control and management of ENOVA; however, the CITY'S Director of Engineering Services shall have overriding control with respect to the location and construction of such works. ENOVA shall exercise full rights for those works under its jurisdiction.
<i>Servicing in Public Interest</i>	1.12	Where the SUBDIVIDER has not completed servicing in accordance with any approved servicing plan and where the CITY'S Directors of Development and Housing Approvals and Engineering Services consider it is in the public interest to provide such servicing within the subdivision to secure orderly development of the city, the CITY may, in its sole discretion, proceed with the engineering and construction of such services at the SUBDIVIDER'S expense and the cost thereof shall be a charge upon the subdivision and a debt payable by the SUBDIVIDER to the CITY upon receipt by the SUBDIVIDER of notice of the CITY'S decision. This provision shall extend to the servicing of adjacent privately held lands under usual circumstances.
<i>Default</i>	1.13	The CITY'S Chief Building Official shall have the power to refuse to grant building permits in the subdivision at any time when the SUBDIVIDER is in default under this Agreement, subject to a period of notice that is reasonable considering the circumstances giving rise to the default.
<i>Charge on Land</i>	1.14	The SUBDIVIDER charges the lands with the performance of this Agreement. Where the SUBDIVIDER sells any vacant Lot or parcel of land intended for individual ownership, it agrees to incorporate as a condition of the sale the requirement that the purchaser shall comply with all provisions of this Agreement that specifically deal with grading and work or services to be completed on or in such Lot or parcel. The SUBDIVIDER further agrees that it shall remain primarily liable for full compliance with all provisions of this Agreement dealing with grading and servicing provided, however, that when construction on any lot or block is completed, the grading of the lands is brought into compliance with the approved Lot Grading Control Plan and the requisite certification thereof is provided to the CITY, the obligation of the SUBDIVIDER with respect to the grading and servicing on such lot or parcel or any part thereof shall be at an end. This does not release the owner of such lot or block from being liable to keep the grading of same in compliance with the approved Site Grading Plan as may be required by the CITY.
<i>Compliance with Laws</i>	1.15	Nothing in this Agreement exempts the SUBDIVIDER or anyone claiming by, through or under it from compliance with any by-law of the CITY or any statute or regulation of Ontario or Canada or any

other law, nor exempts it from any liability accruing to it as the owner of the lands.

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| <i>Further Acts</i> | 1.16 | <p>Each of the parties agrees to do everything within their power to carry out this Agreement to secure a development of good quality without adversely affecting surrounding development. To achieve the foregoing, and without limiting its generality, the SUBDIVIDER to the extent that it is in its power, agrees in particular as follows:</p> <ul style="list-style-type: none"> a) to grant any additional easements to the CITY and ENOVA that may be found to be required within five years following the acceptance of the public services defined in Section 1.5; b) to proceed with any grading or other work necessary to facilitate servicing in the public interest by the CITY and ENOVA; c) that no obstructions will be placed on or be allowed to remain on any CITY or ENOVA rights-of-way, easements or streets; d) not to damage any adjacent CITY property; e) to carry out any lawful directions given by the CITY'S Director of Engineering Services or ENOVA'S Engineer; and f) to reserve the right to enter on any lot to do any necessary grading or regrading as required pursuant to Section 4.5 and prior to the completion of grading to the satisfaction of the CITY's Director of Engineering Services. |
| <i>Access for Local Authorities</i> | 1.17 | <ul style="list-style-type: none"> a) Where, under the terms of this Agreement, the SUBDIVIDER conveys land to the CITY, School Board or other local board or commission for use for a school site, public park or other municipal purpose, the SUBDIVIDER shall, subject to the approval of the CITY, schedule its road construction to facilitate access to such lands at such time or times as may be required by the CITY in accordance with the approved staging. b) Further, the SUBDIVIDER shall permit the CITY and such local authorities to have temporary passage across any vacant portion of lands owned by the SUBDIVIDER as may be required in the public interest, to facilitate their construction programs. |
| <i>Orderly Servicing</i> | 1.18 | <p>The SUBDIVIDER agrees, when servicing commences, to proceed with the installation of the public services referred to herein as promptly as good practices permit. The SUBDIVIDER agrees that the CITY'S Director of Engineering Services may specify in what the services are to be installed and may require that such steps be taken as are in his opinion necessary to protect existing work, or to protect works already installed under this Agreement.</p> |
| <i>Servicing Inspections</i> | 1.19 | <p>The CITY'S Director of Engineering Services and ENOVA'S Engineer shall have the right to inspect the work while it is in progress. This inspection may be done by officers or employees of the CITY or ENOVA or Consulting Engineers appointed by the CITY or ENOVA. In all cases, inspection fees shall be payable by the SUBDIVIDER.</p> |
| <i>Additional Work</i> | 1.20 | <p>The SUBDIVIDER shall be responsible for and perform any and all additional work found to be necessary by the SUBDIVIDER'S Engineer due to site conditions. Where additional drawings or specifications are necessary, the SUBDIVIDER'S engineers shall prepare same and the SUBDIVIDER and its contractor will comply with such revised drawings or specifications when installing or constructing services or works pursuant to this Agreement.</p> |

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| <i>Stop Work</i> | 1.21 | The CITY'S Director of Engineering Services may cause work to be stopped, when, in his/her opinion, the SUBDIVIDER is in default under this Agreement or the contractor is in default under its agreement with the SUBDIVIDER subject to a period of written notice that is reasonable considering the circumstances giving rise to the default or the effects and consequences of such default. When work has been stopped it shall not be resumed until conditions are satisfactory or safe or any necessary remedial work is done to the satisfaction of the CITY'S Director of Engineering Services, as the circumstances require. |
| <i>CITY Contribution to Work</i> | 1.22 | Where the CITY is a contributor to the cost of any services or work within the subdivision, any tender procedure or bid invitation procedure shall be subject to the prior written approval of the CITY'S Director of Engineering Services. |
| <i>Dissemination of Information</i> | 1.23 | <p>The SUBDIVIDER agrees that it shall disseminate, or contractually obligate any person who buys any part of the Land from the SUBDIVIDER and who constructs a building on the land to disseminate, information about the subdivision and surrounding land use as follows:</p> <ul style="list-style-type: none"> a) by distributing to prospective purchasers the land use plan for the neighbourhood in which the subdivision is located, prepared by the CITY'S Director of Development and Housing Approvals which is current as of the date of the subdivision approval, including any application(s) for development on the subject or adjacent lands. Notice shall be attached advising that the plan may be subject to change and that for updated information, inquiries be made at the CITY'S Director of Development and Housing Approvals; b) by displaying within all central sales offices, if any, within the plan of subdivision, the land use plan showing all newly registered, draft approved and formally submitted plans of subdivision. This plan shall be posted in areas accessible for public viewing and copies of the plan shall be made available to all prospective purchasers; c) by inserting in all agreements of purchase and sale to original occupants, the following: <ul style="list-style-type: none"> “The Purchaser has been directed to inquire at the CITY'S Director of Development and Housing Approvals as to any applications or concepts for development of adjacent properties. The SUBDIVIDER has not made any representation to the Purchaser concerning the zoning in effect of the development proposed for any lands adjacent to its development”; d) by inserting a warning clause in all agreements of purchase and sale respecting any lots or blocks in close proximity to a source of noise as may be identified elsewhere in this Agreement, advising prospective purchasers of their proximity to the noise, which may interfere with the enjoyment of property. The affected lots and blocks will be specified at the time of the registration of the plan. e) by inserting a statement in all agreements of purchase and sale for any lots or blocks abutting publicly owned open space, stormwater management areas or Core Natural Heritage Features, advising that permanent 1.2 metre high, chain link fencing (per the CITY's Development Manual), permanent wildlife exclusion fencing and / or an alternative marking system is required to be installed and maintained; and, f) by implementing and delivering all information contained in the approved Detailed Vegetation Plan and Tree Preservation / |

Enhancement Plan (if applicable) set out in Sections 2.8 and 4.9, to prospective purchasers to ensure that the requirements of such plan(s) are carried out as specified.

- g) by inserting a statement in all agreements of purchase and sale for any lots or blocks abutting public open space or multi-use pathway corridors advising of the type and location of the facilities proposed within the public lands.

*Final
Grading and
Drainage*

- 1.24 The SUBDIVIDER agrees that any person who is constructing a structure on the lands shall complete final grading including the installation and compaction of tree habitat soils, seeding or sodding of each lot in conformity with any site plan and Lot Grading and Control Plan as set out in Section 4.5 and in compliance with all provisions of the CITY'S Development Manual.

Drainage

- 1.25 The SUBDIVIDER covenants that the grades and levels referred in Section 2.13 will be maintained and no lot will be filled, cut or encumbered so as to interfere with drainage, without the approval of the CITY's Director of Engineering Services. It is intended that this covenant shall constitute a restrictive covenant running with the land and each part thereof for the benefit of the subdivision and each part thereof, so far as may be, as a building scheme and for the benefit of the CITY'S streets in the subdivision provided, however, that when construction on any vacant lot or block is completed, all tree habitat soils are compacted and the grading of such lands is brought into compliance with the approved Lot Grading and Control Plan, and the requisite certification thereof is provided to the CITY'S Director of Engineering after the 2 year warranty period, the SUBDIVIDER shall not be responsible for subsequent filling, cutting or encumbering contrary to this section and the obligation of the SUBDIVIDER with respect to the grades and levels on such lot or block shall be at an end. This does not release the owner of such lot or block from time to time from being liable to comply with the provisions of this section.

*Street
Cleaning*

- 1.26 The SUBDIVIDER shall maintain all road allowances within the vicinity of the works within the subdivision free of mud, dust, litter and obstruction, that may occur directly or indirectly on account of construction within the subdivision, on a daily basis throughout the term of this Agreement. This obligation shall be at an end with respect to each street within the subdivision once all construction of structures on such street has been completed with the requisite certification of compliance with the Lot Grading and Control Plan and CITY's Development Manual provisions for all such structures having been provided to the CITY. The SUBDIVIDER, on receiving either written or oral notification from the CITY that work is required, shall immediately undertake such necessary work to clear and/or clean the road allowances. If the SUBDIVIDER fails to comply, the CITY may arrange for such work to be undertaken at the expense of the SUBDIVIDER. The monies for this work may be drawn from the securities referred to in Section 3.4 hereof.

State of Site

- 1.27 The SUBDIVIDER agrees that, if construction within the subdivision ceases for a minimum period of six months, the site shall be put in a condition so as to prevent erosion including the installation of silt fences, wildlife exclusion fences, seeding, sodding or any other mitigated works to the satisfaction of the CITY's Director of Engineering Services in conjunction with the CITY's Director of Development and Housing Approvals and the CITY's Director of Parks and Cemeteries and that if such remediation is not undertaken by the SUBDIVIDER, the CITY may arrange to take the necessary action at the expense of the SUBDIVIDER. The monies for this work may be drawn from the securities referred to in Section 3.3 hereof.

- 1.28 The SUBDIVIDER agrees that, through Site Plan Applications, lot level infiltration galleries are required, to the satisfaction of the CITY'S Director of Engineering Services.
- 1.29 The SUBDIVIDER agrees that all Stormwater Management systems, including infiltration requirements, must meet CITY of Kitchener design standards and applicable Regional Municipality of Waterloo, Grand River Conservation Authority, and Provincial standards, to the satisfaction of the CITY'S Director of Engineering Services. A 15% oversizing of infiltration measures must be incorporated in the design.

PART 2 **PRIOR TO AREA GRADING of the Subdivision:**

Prior to the commencement of any area grading of the subdivision, the SUBDIVIDER agrees to fulfill each of the following conditions:

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| <i>Area Grading Plan</i> | 2.1 | The SUBDIVIDER agrees to acquire a qualified Engineering Consultant who shall prepare an Area Grading, Erosion and Siltation Control Plan to the satisfaction of the CITY'S Director of Engineering Services and those applicable CITY Departments or regulatory agencies determined by the CITY'S Director of Engineering Services at the time of draft approval. |
| <i>Soils Report for Tree Planting</i> | 2.2 | The SUBDIVIDER shall provide, as a component of the Area Grading Erosion and Siltation Control Plan, a soils report which meets the requirements of the Urban Forest-Tree Planting and Establishment Section of the Development Manual to the satisfaction of the CITY'S Director of Parks and Cemeteries. |
| <i>Grading Authorization</i> | 2.3 | No area grading shall occur on the lands until such time as the SUBDIVIDER has received a letter of authorization from the CITY'S Director of Engineering Services to proceed, and then only in accordance with the accepted Area Grading, Erosion and Siltation Control Plan. |
| <i>Design and Grading for Multi-use Pathways</i> | 2.4 | Prior to grading or servicing, whichever shall occur first, the SUBDIVIDER shall prepare and receive approval of grading, erosion and siltation control plan and detailed design drawings, including a cost estimate for the construction of the multi-use pathway with connection to the existing boardwalk/trail within Huron Natural Area, in accordance with the CITY'S Development Manual and to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY'S Director of Engineering Services, in consultation with the CITY'S Director of Development and Housing Approvals. |
| <i>Grading of CITY Lands</i> | 2.5 | The SUBDIVIDER shall, at the time of area grading, fill, compact and grade in both a preliminary and finished form, topsoil and seed/sod those blocks shown on the plan as walkway or multi-use pathway, to the satisfaction of the CITY'S Director of Parks and Cemeteries. Grading plans and implementation within such blocks may include making a grading allowance for a minimum six metre wide flat area for future multi-use pathway purposes. |
| <i>Topographic Features Noise Study</i> | 2.6 | The SUBDIVIDER agrees that so far as good engineering practices permit, the existing topographical features will be preserved. |

*Subsurface
Soils
Investigation*

2.7

When the CITY approved Area Grading, Erosion and Siltation Control Plan requires cut or fill, it shall be incumbent upon the SUBDIVIDER to recognize the details of the soil conditions for the affected portion of the Lands and to take all steps necessary to make the affected portion of the Lands adequate for building foundations.

Therefore, immediately following area grading and prior to building construction, the SUBDIVIDER shall submit to the CITY'S Chief Building Official, soils and engineering reports prepared by a qualified Geotechnical Engineer, which shall contain the following:

- a) Details of such proposed grading operations, including specific areas required to contain structural fill, and a summary sheet and plan designating all lots and blocks within the plan of Subdivision in the following categories:
 - i) lots and blocks with proposed footing elevations in native undisturbed soil;
 - ii) lots and blocks with proposed footing elevations in/on structural fill material, placed under supervision and tested to determine that adequate bearing capacity was achieved;
 - iii) lots and blocks with proposed footing elevations in/on structural fill material, which requires further testing by a qualified geotechnical engineer prior to the footings being poured; and
 - iv) proposed footing elevations are defined as a minimum of 1.2 metres below the proposed finished grade as shown on the approved Lot Grading Control Plan; and,
 - v) lots and blocks that have soils conducive for infiltration, and which could support the construction of infiltration galleries.
- b) In clauses ii) and iii) above, plans acceptable to the Chief Building Official shall be provided illustrating the limits of the structural fill material placed if it is less than the total lot or block area; and,
- c) No building permits shall be available for those lots and/or blocks in the affected stage until the required soils report has been submitted to the CITY'S Chief Building Official for approval, a reasonable time for review has transpired and the SUBDIVIDER has submitted to the CITY'S Chief Building Official a detailed list specifying the affected lots or blocks, arising out of the summary sheet provided in clause a) above and has received written approval from the Chief Building Official.

*Tree
Management
/Detailed
Vegetation
Plan*

2.8a)

In consideration of the wooded character of the subdivision lands and the CITY'S desire to minimize the impact of development on treed areas worth retaining, the SUBDIVIDER agrees to submit a Detailed Vegetation Plan and to obtain approval from the CITY'S Director of Development and Housing Approvals

- b) The SUBDIVIDER shall provide a digital copy of the approved Detailed Vegetation Plan (where applicable) showing the approved grading, to the CITY'S Director of Development and Housing Approvals
- c) The SUBDIVIDER shall implement all approved measures for the

protection of isolated trees, tree clusters and woodlands as approved in the Detailed Vegetation Plan (where applicable) and to provide written certification from the SUBDIVIDER'S Environmental Consultant to the CITY'S Director of Development and Housing Approvals that all protection measures have been implemented and inspected, in accordance with the CITY'S Tree Management Policy.

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| <i>Failure to Comply</i> | 2.9 | In the event the SUBDIVIDER fails to comply with Section 2.3, the SUBDIVIDER shall be responsible for the regrading of all the lands within the plan, at their own cost and in accordance with the approved Lot Grading Control Plan to the Satisfaction of the CITY'S Director of Engineering Services in consultation with the CITY'S Director of Parks and Cemeteries. |
| <i>Topsoil Future Development</i> | 2.10 | The SUBDIVIDER shall topsoil and seed all areas not immediately used for development purposes immediately following the completion of area grading of such lands and in the event of winter conditions, by June 1 of the following year to the Satisfaction of the CITY'S Director of Engineering Services. |
| <i>During Development SWM Monitoring</i> | 2.11 | <p>The SUBDIVIDER agrees to submit, obtain approval of and implement a Stormwater Management Report which includes a detailed "during development" monitoring and response program of all Storm Water related infrastructure and appurtenances. The program is to be approved by the CITY'S Director of Engineering Services in consultation with the CITY'S Director of Development and Housing Approvals, the CITY'S Director of Parks and Cemeteries, the Grand River Conservation Authority and the Regional Municipality of Waterloo. The purpose of the "during development" monitoring program is to ensure the stormwater management facilities satisfy the design criteria specified in the appropriate Subwatershed Plan and/or other approved comprehensive study and to ensure erosion, sedimentation and siltation control measures are maintained and function as approved. The "during development" monitoring program is to extend until substantial completion of the development to the satisfaction of the CITY'S Director of Engineering Services.</p> <p>The developer further agrees to implement any remedial action deemed necessary as a result of the aforementioned monitoring program at their sole expense to the satisfaction of the CITY'S Director of Engineering Services.</p> |
| <i>Post Development SWM Monitoring</i> | 2.12 | The SUBDIVIDER agrees to submit, obtain approval of, and implement a detailed "post development" monitoring program in accordance with the approved Storm Water Management Report for the Subdivision and in accordance with the Amended Scoped Environmental Impact Study (GHD, March 2025). The program is to be approved by the CITY'S Director of Engineering Services in consultation with the CITY'S Director of Development and Housing Approvals, the CITY'S Director of Parks and Cemeteries, the Grand River Conservation Authority, and Six Nations of the Grand River Elected Council (SNGREC). The purpose of the "post development" monitoring program is to ensure that the constructed wetland habitat and wildlife corridor and stormwater management facilities continue to satisfy the design criteria specified in the Stormwater Management Report, Amended Scoped Environmental Impact Study (GHD, March 2025) and appropriate Subwatershed Plan and to identify any specific additional maintenance requirements that may be necessary, including but not limited to invasive species control, erosion and sedimentation control measures. The "post development" monitoring program shall occur over a 5 year period from the installation of all habitat enhancements in Block 11 (constructed wetland and buffer) and Block 12 (wildlife corridor / ecopassage), in accordance with the recommendations of the Amended Scoped Environmental Impact Study |

(GHD, March 2025) and MECP Permit WC-C-006-23, to the satisfaction of the CITY'S Director of Engineering and Director of Development and Housing Approvals in consultation with the CITY'S Director of Parks and Cemeteries and the Grand River Conservation Authority. Furthermore, the "post development" monitoring program shall coincide with the maintenance guarantee period required in the CITY'S Standard Form Subdivision Agreement.

The developer further agrees to implement any remedial action deemed necessary by the CITY'S Director of Engineering Services as a result of the aforementioned monitoring program at their sole expense to the satisfaction of the CITY'S Director of Engineering Services.

*Lot Grading
Control Plan*

2.13 The SUBDIVIDER shall obtain approval of a Lot Grading Control Plan showing the required elevation including slopes and embankments of each corner of each lot and block in the Plan and the required elevation(s) of the building site as well as the required direction flow of surface drainage which must be approved by the CITY'S Director of Engineering Services, in consultation with the CITY'S Director of Development and Housing Approvals and those applicable regulatory agencies determined at the time of draft plan approval. Further, the SUBDIVIDER agrees to provide a digital copy of the approved Lot Grading Control Plan to the CITY'S Director of Engineering Services, and the CITY'S Director of Development and Housing Approvals, once the plan is approved.

2.14 The SUBDIVIDER agrees that individual site plan applications within this subdivision shall be developed in accordance with the Council-endorsed Strasburg Technology Business Park Urban Design Brief, dated May 2025, as amended, and CITY of Kitchener Urban Design Guidelines for the Huron Trillium Industrial Employment Area, to the satisfaction of the CITY'S Director of Development and Housing Approvals.

2.15 The SUBDIVIDER agrees that prior to area grading, any required grading and construction within regulated habitat of Species At Risk will be restricted to either the winter dormancy period or restricted to work zones that have been delineated with temporary fencing that prevents Species At Risk from entering work areas in accordance with Amended Scoped Environmental Impact Study (GHD, March 2025), all to the satisfaction of the CITY'S Director of Engineering Services and the CITY'S Director of Development and Housing Approvals the Ministry of Environment, Conservation and Parks (MECP) or Provincial Successor thereof.

The SUBDIVIDER further agrees to regularly inspect and maintain the temporary exclusion fencing until such time as permanent exclusion fencing has been installed.

2.16 The SUBDIVIDER agrees that prior to area grading, servicing and registration of any stage within the plan of subdivision, whichever shall occur first, to obtain if necessary any permits and/ or approvals from the Ministry of Environment, Conservation and Parks (MECP) related to species at risk identified on the subject lands in accordance with the Endangered Species Act (ESA).

Any measures required by MECP including but not limited to Overall Benefit Permit WC-C-006-23 issued by the MECP under the ESA (Section 17(1) and Clause 17 (2) (c)). and/or Mitigation Plan shall be to the satisfaction of the CITY'S Director of Development and Housing Approvals with the MECP. Mitigation measures that are to be owned and maintained by the CITY shall be to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY'S Director of Development and Housing Approvals, MECP or other

Provincial successor thereof.

- 2.17 A Planting Enhancement Plan for the buffer of the Core Natural Heritage Feature to the west, including the area of Block 11 immediately to the rear of Lots 8-10, shall be submitted and approved as part of the design of the subdivision to the satisfaction of the CITY's Director of Parks and Cemeteries in consultation with the CITY's Director of Development and Housing Approvals, the Grand River Conservation Authority in areas regulated under the *Ontario Conservation Authorities Act*, and Six Nations of the Grand River Elected Council (SNGREC), and the plan shall be implemented by the SUBDIVIDER, prior to registration.
- 2.18 All environmental mitigation measures outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025), including but not limited to a wildlife relocation strategy focused on amphibians and reptiles, shall be implemented by the SUBDIVIDER to the satisfaction of the CITY's Director of Development and Housing Approvals appropriate milestone in the development of the lands.

PART 3 **PRIOR TO SERVICING**

Prior to the servicing of each stage of the plan, the SUBDIVIDER agrees to fulfill each of the following conditions:

Engineering Approvals

- 3.1 The SUBDIVIDER shall obtain all engineering approvals from the Ministry of the Environment, Conservation and Parks (MECP), the Regional Municipality of Waterloo and the CITY and no servicing work shall commence except in accordance with engineering drawings approved by the CITY'S Director of Engineering Services.

Stormwater Management Design and Landscaping

- 3.2 The SUBDIVIDER agrees to acquire a qualified Engineering Consultant who shall prepare a detailed engineering design and report for storm water management and the constructed wetland habitat and wildlife corridor (Blocks 11 and 12), and obtain approval thereof, from the CITY'S Director of Engineering Services, in consultation with the CITY'S Director of Parks and Cemeteries, CITY's Director of Development and Housing Approvals Division, Grand River Conservation Authority, Six Nations of the Grand River Elected Council (SNGREC), and those applicable regulatory bodies determined by the CITY'S Director of Engineering Services at the time of draft approval. In addition, the SUBDIVIDER shall have landscape plans for the constructed wetland habitat and wildlife corridor (Blocks 11 and 12) prepared by a Landscape Architect to the satisfaction of the CITY's Director of Parks and Cemeteries in consultation with the CITY's Director of Engineering Services and CITY's Director of Development and Housing Approvals Division.

- Securities*
- 3.3a) The SUBDIVIDER shall deposit securities in an amount not less than 60 per cent of the estimated cost of the public services set out in Section 1.5, as determined by the CITY'S Director of Engineering Services to ensure satisfactory performance of the SUBDIVIDER'S obligations under this Agreement as they pertain to the public services.
- b) Said security shall be an irrevocable letter of credit or other form of security acceptable to the CITY Solicitor and the CITY'S Treasurer.
- c) The CITY may reduce these securities proportionately when part of the public services are accepted and in accordance with the requirements of the Overall Benefit Permit WC-C-006-23, as may be amended, provided, however, that the reduction shall not result in less than 110 percent of the cost of the following above ground works or \$5000.00 whichever is greater, not yet accepted in accordance with Section 3.4:
- surface course of asphalt, paved driveway ramps, curbs, gutters, fences, boulevard landscaping including trees and required soil habitat, constructed wetland and wetland habitat, multi-use pathways, street name signs, traffic control signs, walkways, and sidewalks.
- d) The SUBDIVIDER shall deposit securities in an amount not less than 100 per cent of the estimated cost of the Multi-Use Trail set out in Section 2.4, as determined by the CITY'S Director of Engineering Services to ensure satisfactory performance of the SUBDIVIDER'S obligations under this Agreement as they pertain to the public services in consultation with the CITY's Director of Parks and Cemeteries. At the CITY's discretion, the CITY may draw upon these securities to complete any uncompleted work related to the Multi-Use Trail, should the SUBDIVIDER not meet timeframes specified in Conditions 3.24 and 6.7.
- Warranty Period*
- 3.4 The SUBDIVIDER shall warrant and guarantee and hereby warrants and guarantees all works and services provided for in Section 1.5, against all defects of material and workmanship for a minimum period of 5 years from its completion and acceptance and in accordance with the requirements of the Amended Scoped Environmental Impact Study (GHD, March 2025) and Overall Benefit Permit WC-C-006-23 issued by the MECP under the *Endangered Species Act* (Section 17(1) and Clause 17 (2) (c)). Acceptance of all services set out in Section 1.5 shall be in writing by the CITY'S Director of Engineering Services or the Engineer of ENOVA, under whose control and management the work falls. Underground works, up to and including the first course of asphalt, curb and gutter, may be accepted separately from above ground works. Each above ground work may be accepted on a street-by-street basis within each Stage.
- Warranty Securities*
- 3.5 Before release of the security set out in Section 3.3, the SUBDIVIDER shall provide securities in a form set out in Section 3.3b) above in an amount equivalent to the value of fifteen percent of the value of works being considered for initial acceptance, or \$5,000.00 whichever is the greater, to support the warranty and guarantee as provided in Section 3.4.
- Administration Fee*
- 3.6 The SUBDIVIDER agrees to pay to the CITY'S Director of Engineering Services, an administration fee of a percentage amount of the value of the cost of the public services, as determined by the CITY'S Director of Engineering Services, for the approval of engineering drawings. The said percentage amount of the fee shall be as prescribed by Council from time to time. Fifty (50%) per cent of the fee is to be paid prior to the first submission of engineering

drawings with the balance of the fee (50%) being paid prior to approval of the final set of engineering drawings.

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| <i>Contract/
Contractor
Approval</i> | 3.7 | <p>All servicing contracts between the SUBDIVIDER and any contractor for any work to be done pursuant to this Agreement shall be subject to the approval of the CITY'S Director of Engineering Services and without limiting the generality of the foregoing, every contract shall:</p> <ul style="list-style-type: none"> (a) be with a contractor acceptable to the CITY'S Director of Engineering Services; (b) contain a provision binding the contractor to file performance and material and labour bonds and liability insurance satisfactory to the CITY'S Director of Engineering Services, with in the case of liability insurance, the CITY named as an additional insured; (c) provide that the work of the contractor shall at all times be subject to the inspection of the CITY or CITY'S consulting engineer and be performed in accordance with the terms of this Agreement; (d) provide that the contractor shall co-operate with the inspectors and engineers at all times, submit materials used for any tests required and comply with any directions given by the inspectors and engineers, to ensure compliance with the plans and specifications; (e) provide that the contractor shall supply a work schedule which may be updated as deemed necessary by the CITY, for the approval of the CITY'S Director of Engineering Services which work calendar shall provide for the work to be carried forward with reasonable expedition and which work calendar shall be adhered to so far as is reasonably possible; (f) include an acknowledgment by the contractor that the contractor looks only to the SUBDIVIDER and not to the CITY for payment of this work. |
| <i>Servicing
Prior to
Registration</i> | 3.8 | <p>If the SUBDIVIDER wishes to proceed with the installation of services set out in Section 1.5 prior to registration of the Subdivision Plan, in addition to any other requirements set out in Part 3, the following shall also be required:</p> <ul style="list-style-type: none"> (i) Approval of any required Detailed Vegetation Plans as set out in Section 2.8; (ii) Approval from the CITY'S Director of Development and Housing Approvals of the draft subdivision plan showing the final Lotting for registration of those lands being serviced. Such plan shall be submitted by the SUBDIVIDER and prepared in accordance with the plan modification required before registration and the approved Engineering drawings; and (iii) Written authorization from the CITY'S Director of Engineering Services following the completion of clauses i) and ii) above. (iv) Approval of an Overall Benefits Permit from the Ministry of the Environment, Conservation and Parks (MECP) |
| <i>Servicing
Risk</i> | 3.9 | <p>If the SUBDIVIDER receives authority to proceed under Section 3.8 it acknowledges and agrees that such servicing is done at its sole risk and the SUBDIVIDER agrees to indemnify the CITY with respect to any claim or loss which may occur as a result of the registration of a Plan of Subdivision other than that approved in clause 3.8 ii). The cost of rectifying any works carried out under</p> |

Section 3.8 will be at the sole responsibility of the SUBDIVIDER.

<i>Decorative Street Signage and Lighting</i>	3.10	The SUBDIVIDER shall confirm whether decorative street signage and street lighting will be used for the subdivision to the satisfaction of the CITY'S Director of Transportation Planning and ENOVA. Should these decorative elements be utilized, they shall be installed at the appropriate time frame and to the SUBDIVIDER'S cost, including the provision of 10% of the materials for future replacement/maintenance, to the satisfaction of the CITY'S Director of Transportation Planning, CITY's Director of Development and Housing Approvals, Kitchener Utilities, and ENOVA.
<i>Master Tree Planting Plan</i>	3.11	The SUBDIVIDER shall prepare a Master Tree Planting Plan and associated details in accordance with the Urban Forestry Tree Planting & Establishment Section of the Development Manual, to the satisfaction of the CITY'S Director of Parks and Cemeteries in consultation with the CITY's Director of Development and Housing Approvals, and Six Nations of the Grand River Elected Council (SNGREC).
<i>Streetscape Plan</i>	3.12	<p>The SUBDIVIDER shall prepare a Streetscape Plan in general accordance with the Council-endorsed Strasburg Technology Business Park Urban Design Brief, dated May 2025, as amended, and CITY of Kitchener Urban Design Guidelines for the Huron Trillium Industrial Employment Area, to the satisfaction of the CITY's Director of Development and Housing Approvals, CITY's Director of Engineering Services, CITY's Director of Parks and Cemeteries, CITY's Director of Transportation Services and ENOVA. The Streetscape Plan shall be a comprehensive plan in accordance with Development Manual standards and other CITY standards that illustrates and coordinates the following in order to minimize any conflicts:</p> <ul style="list-style-type: none"> a) Design and construction details for any centre median boulevards including low-maintenance sustainable plantings and decorative elements; b) Design and construction details for pedestrian crosswalks at key intersections identified in the plan as well as any multi-use pathways; c) Identify the potential locations for utilities including decorative light standards, decorative signage (including Huron Natural Area signage related to wayfinding, regulatory signage, and other information), transit stops and central mailbox facilities; d) Lot flankage treatment including such elements as decorative fencing, landscaping including boulevard trees where appropriate between the side yard fence and the sidewalk on corner lots; e) The location of priority lots, terminating lots or at gateway locations for which specific Architectural Features such as but not limited to windows, grills, porches, roof lines and architectural style on buildings located thereon will be enhanced; f) Design and construction details for traffic calming features including the centre median for the community multi use pathway crossings, alternate intersection treatment at the intersection such as a neighbourhood traffic circle or curb extensions, and traffic calming measures along such as

pavement narrowing, curb extensions, centre medians or other;

- g) Conceptually identify neighbourhood-scale entrance features within the daylight triangle and landscape buffer blocks at the main entrance into the subdivision as identified on the plan; These should only be located on private lots/blocks, not in the municipal right-of-way;
- h) Conceptually identify potential street tree planting locations for primary/priority streets and any intersections therewith, with enhanced treatments to be considered for the first street block (gateway entrance) location;
- i) Conceptually identify tree planting locations within the boulevard and associated infrastructure in accordance with the Urban Forestry Tree Planting & Establishment Section of the Development Manual and the Electrical Safety Authority Ontario and in consultation with Six Nations of the Grand River Elected Council (SNGREC) staff;
- j) Identify the location of driveways along the street;
- k) Identify the areas along the streetscape for on-street parking.

The approved Streetscape Plan shall also ensure the following be considered in the approval of the Servicing drawings:

- i. Do not conflict with preliminary driveway locations and potential locations for utilities hydrants or community mail box facilities or Master Tree Planting Plan to the satisfaction of the CITY'S Director of Development and Housing Approvals and CITY's Director of Engineering Services in consultation with the CITY'S Director of Transportation Services, CITY'S Director of Parks and Cemeteries, Canada Post and Kitchener Utilities.
- ii. Provide that no driveways shall be installed within 1.0m of a street light pole or hydro pole or where the wheels of a vehicle would pass over any part of a submersible transformer vault in accordance with the CITY's Development Manual and to the satisfaction of the CITY's Director of Engineering Services in consultation with the CITY's Director of Transportation Services and Kitchener Utilities.
- iii. Provide that no sewer or water service will be installed within 1.5m of the centre of proposed submersible transformer vault or within 0.9m of a proposed electrical service stub and that no fire hydrant will be installed within 3.0m of a proposed street light pole or hydro pole. The SUBDIVIDER shall be responsible for ensuring that these separations are maintained to the satisfaction of the CITY's Director of Engineering Services in consultation ENOVA.
- iv. The location of concrete pads for the placement of the Community Mail Boxes shall be approved by Canada Post and shall be shown on the servicing drawings. Said pads are to be poured at the time of curb and or sidewalk installation within each Stage of the plan of subdivision to the satisfaction of the CITY's Director of Engineering Servicing, in consultation with Canada Post, the CITY's

Director of Transportation Services and the CITY's Director of Parks and Cemeteries. Should temporary locations be required prior to the installation of all curbs, sidewalks and boulevards for each phase, the temporary locations will be determined in consultation with Canada Post.

- 3.13 The SUBDIVIDER agrees that prior to area grading, servicing and registration of any stage within the plan of subdivision, whichever shall occur first, to obtain if necessary any permits and/ or approvals from the Ministry of Environment, Conservation and Parks (MECP) related to species at risk identified on the subject lands in accordance with the Endangered Species Act (ESA).
- Any measures required by MECP including but not limited to Overall Benefit Permit WC-C-006-23 issued by the MECP under the ESA (Section 17(1) and Clause 17 (2) (c)). and/or Mitigation Plan shall be to the satisfaction of the CITY's Director of Development and Housing Approvals in consultation with the MECP. Mitigation measures that are to be owned and maintained by the CITY shall be to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY'S Director of Development and Housing Approvals with the MECP or other Provincial successor thereof.
- 3.14 The SUBDIVIDER shall submit a Detailed Geotechnical / Hydrogeological Investigation Report, to the satisfaction of the CITY's Director of Engineering Services. This report must distinguish the suitability of soils to support the infiltration of roof water.
- 3.15 The SUBDIVIDER shall submit a detailed water servicing report for the extent of lands that can be serviced by municipal water distribution network, to the satisfaction of the CITY's Director of Engineering Services, Kitchener Utilities, and Regional Municipality of Waterloo.
- 3.16 Prior to Servicing or Registration which ever shall occur first, the SUBDIVIDER agrees to retain a qualified Engineering Consultant who shall prepare a detailed engineering design and report for the storm water management in accordance with the Strasburg Creek Master Watershed Plan, Huron Road Construction Environmental Impact Study Implementation Report: Stormwater Management Report and the City of Kitchener Integrated Stormwater Management Master Plan (ISWM-MP) volume retention policy (the most stringent policy will apply) to the satisfaction of the CITY's Director of Engineering Services in consultation with the CITY's Director of Operations, the Regional Municipality of Waterloo and the Grand River Conservation Authority. The approved engineering design for Storm Water Management will include a maintenance program for a period of 2 years post 95% build out of the subdivision, which will ensure stormwater management facilities function as designed to the satisfaction of the CITY's Director of Engineering Services. Any maintenance required during this period, prior to the municipality assuming the facilities, shall be at the sole expense of the SUBDIVIDER.
- 3.17 Prior to Servicing, the SUBDIVIDER agrees to retain a qualified Engineering Consultant who shall prepare a detailed engineering design to upgrade the storm water outlet under Strasburg Road to the existing SWM facility, to the satisfaction of the CITY's Director of Engineering Services. The CITY's off-site works procedure is to be adhered to including posting of securities, signing agreements and the engineering consultant providing full-time inspection of works within CITY property. All off-site works are subject to a minimum two-year

warranty period from the time of initial acceptance. The cost of outlet upgrade is at the sole expense of the SUBDIVIDER.

- 3.18 Prior to Servicing, the SUBDIVIDER shall submit a detailed water balance, to the satisfaction of the CITY's Director of Engineering Services.
- 3.19 Prior to Servicing, the SUBDIVIDER agrees to provide a maintenance security that will form part of the SUBDIVIDER'S Letter of Credit as the current CITY of Kitchener standards as this site will outlet into an existing stormwater management facility. The amount will be 100% of the Engineer's estimated cost to clean out the pond a total of two (2) times, proportionately reduced by a percentage which equals the contributing volume of the subject lands compared to the total contributing volume of the pond, to the satisfaction of the CITY's Director of Engineering Services.
- Also, the SUBDIVIDER will be required to add the estimated cost to flush the storm sewers up to the SWM facility one (1) time. This estimated cost will be based on the CITY's current sewer flushing rate per metre of pipe, to the satisfaction of the CITY's Director of Engineering Services.
- 3.20 Prior to Servicing, SUBDIVIDER shall complete a pre-construction geotechnical/hydrogeological study to establish seasonally high groundwater elevations. Monitoring through construction shall continue to ensure established groundwater elevations are not impacted through construction. Individual site plan monitoring is not a requirement, however, foundation elevations will generally be set a min. 0.6m above groundwater elevation.
- 3.21 Prior to Servicing, the SUBDIVIDER shall submit municipal authorization and alteration of the Environmental Compliance Approval (ECA) issued to the CITY of Kitchener from the Ministry of the Environment, Conservation, and Parks (MECP) for any alterations to the CITY of Kitchener Municipal Sewage Collection and/or Stormwater Management system (including addition, modification, replacement or extension).
- 3.22 Prior to grading or servicing, whichever shall occur first, the SUBDIVIDER shall prepare and receive approval of grading, erosion and siltation control plan and detailed design drawings, including a cost estimate for the construction of the multi-use pathway with connection to the existing boardwalk/trail within Huron Natural Area, in accordance with the CITY's Development Manual and to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY's Director of Engineering Services, in consultation with the CITY's Director of Development and Housing Approvals.
- 3.23 The SUBDIVIDER shall complete the construction of all multi-use pathways located within the associated Stage, within one year of registration or servicing, whichever shall occur first, in accordance with the CITY's Development Manual and to the satisfaction of the CITY'S Director of Parks and Cemeteries in consultation with the CITY'S Director of Engineering Services in accordance with the approved detail design drawings and development budget as detailed in clause 3.22, approved engineering drawings and the CITY's Development Manual.

The SUBDIVIDER shall install at their cost the multi-use pathway with connection to the existing boardwalk/trail within Huron Natural Area including the grading of, granular base courses, all works to connect the multi-use trail to the existing boardwalk/trail within Huron Natural Area; surfacing, topsoiling, seeding, sodding and

restoration planting, and signage related to Huron Natural Area (e.g., wayfinding, regulatory signage, and other information). The SUBDIVIDER shall undertake all aspects of tendering and constructing the approved works.

The SUBDIVIDER shall warrant and guarantee all multi-use pathway construction, including plant material warranty, against all defects of material and workmanship, and maintenance including watering for a period of 24 months from acceptance of the works.

Within six months of issuance of the occupancy permit, the SUBDIVIDER shall complete all street tree soil habitat installation within the private lot and adjacent road allowance to meet the requirements of the CITY's Development Manual. Street tree planting shall be completed within one year of issuance of the occupancy permit.

PRIOR TO APPLICATION OF ANY BUILDING PERMITS IN EACH STAGES

Prior to the application of any building permits in each stage or phase of the subdivision, except as otherwise entitled prior to plan registration, and, notwithstanding any security arrangements set out in Section 3.3, the SUBDIVIDER agrees to fulfill each of the conditions which follow:

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|--------------------------------------|-----|--|
| <i>Lot Grading Control Plan</i> | 4.1 | If not already undertaken, the SUBDIVIDER agrees to prepare a Lot Grading Control Plan as required in Section 2.13 for each individual lot or block within the subdivision. No building permit shall be issued in absence of the Lot Grading Control Plan. |
| <i>Soil Stabilization</i> | 4.2 | The CITY'S Chief Building Official may withhold the granting of building permits until any required work such as soil stabilization, the placing of structural fill, installation of flood protection, special foundations, retaining walls or other work is completed to his/her satisfaction and has absolute discretion to refuse to grant building permits on any lots or blocks in the plan which, in the opinion of the CITY'S Chief Building Official, are unsuitable for building because of their rocky, low lying, marshy or unstable characteristics or which may be subject to flooding, until such time as all work which may be required to make such land suitable for building or protected from flooding, is completed to the satisfaction of the CITY'S Chief Building Official. |
| <i>Copy of Registered Plan</i> | 4.3 | The SUBDIVIDER shall lodge both a mylar and digital copy of the registered plan with the CITY'S Director of Development and Housing Approvals immediately after the registration of the plan. |
| <i>Development Charges</i> | 4.4 | The SUBDIVIDER shall pay the CITY any applicable development charges required by the CITY'S Development Charge By-law, as it may be amended from time to time. |
| <i>Lot Grading and Drainage Plan</i> | 4.5 | The SUBDIVIDER agrees: <ul style="list-style-type: none"> a) that a Lot Grading and Drainage Plan which shows foundation elevations and the location of the proposed building, street furniture, all municipal services and any other submission requirements shall be submitted to the CITY'S Chief Building Official with every application for a building permit. The site grading plan shall also show the elevation of the top of the foundation wall(s) of the proposed building, in conformance with the approved Lot Grading Control Plan; b) verification from the CITY'S consulting engineer shall be provided that the site plan will comply with the approved Lot Grading Control Plan and Driveway Location Plan; and |

- Letters of Credit-Building Permits/Occupancy*
- 4.6 a) The SUBDIVIDER agrees that no building permits shall be issued with respect to any lot or block until such time as storm and sanitary sewers, water mains, hydro, gas (if applicable), first course of asphalt road surface together with curb and gutter, and their related appurtenances thereto are installed and accepted to the satisfaction of the CITY'S Director of Engineering Services and ENOVA.
- b) Notwithstanding clause a) above, the SUBDIVIDER may, at its option, provide a letter of credit for 100% of the estimated cost of the public services as set out in Section 1.5a) as determined by the CITY'S Director of Engineering Services and, subject to all conditions in this Agreement and in accordance with the requirements of the Overall Benefits Permit that require performance prior to the issuance of building permits, shall be entitled to building permits with respect to the lots to be serviced thereby;
- c) The CITY hereby agrees to reduce the said 100% performance guarantees from time to time to a minimum of 60% as services are installed and proof of payment therefor from the contractors involved is verified to the satisfaction of the CITY'S Director of Engineering Services and in accordance with the requirements of the Overall Benefits Permit. Further reductions may take place in accordance with Section 3.3 c); and,
- d) The SUBDIVIDER further acknowledges that there shall be no occupancy of any building until such time as storm and sanitary sewers, water mains, hydro, gas (if applicable), and first course of asphalt road surface together with curb and gutter, and their related appurtenances are installed and accepted to the satisfaction of the CITY'S Director of Engineering Services.
- Lot Grading and Drainage/Master*
- 4.7 The SUBDIVIDER shall make a Lot Grading and Drainage Plan and Master Tree Planting Plan of the subdivision available to all prospective purchasers, including builders.
- Tree Management/Tree Maintenance Report*
- 4.8 The SUBDIVIDER shall reassess all needs of trees to be maintained as set out in Section 2.8, immediately following the completion of area grading of a particular Stage or Phase. A Tree Maintenance Report as outlined in the CITY'S Tree Management Policy detailing all recommended tree maintenance measures shall be submitted to and approved by the CITY's Director of Development and Housing Approvals, in consultation with the CITY'S Director of Parks and Cemeteries and Six Nations of the Grand River Elected Council (SNGREC).

- Tree Management/Tree Preservation Enhancement Plan*
- 4.9a) Where the Detailed Vegetation Plan required in Section 2.8 has identified that there are trees to be retained in a Stage or Phase or that require further study, the SUBDIVIDER shall submit a Tree Preservation/Enhancement Plan for the same to the CITY'S Director of Development and Housing Approvals in accordance with the CITY'S Tree Management Policy for the following Lots or Blocks within the Stage or Phase:
- i) those Lots which are subject to site plan approval under Section 41 of the Planning Act. This is particularly important for Lot 9, which contains a small portion of the required 10 metre setback from the Regionally Significant Woodland;
 - ii) corner Lots where site service locations and building type have not been predetermined;
 - iii) interior Lots having street frontage greater than 13.7 metres;
 - iv) those Lots where buildings or structures are proposed to be located deeper on the Lots than as approved on the Detailed Vegetation Plan; and
 - v) those Lots on which the revised grading will have an adverse effect on the vegetation which is to be saved, as determined by the CITY'S Development and Housing Approvals and as shown on the Detailed Vegetation Plan.
- b) The SUBDIVIDER shall implement all measures for the protection of trees to be retained as approved in the Tree Preservation / Enhancement Plan and in accordance with the recommendations of the Amended Scoped Environmental Impact Study (GHD, March 2025) and requirements of the Overall Benefit Permit WC-C-006-23 issued by the MECP under the ESA (Section 17(1) and Clause 17 (2) (c)) and to provide written certification from the SUBDIVIDER'S Environmental Consultant to the CITY'S Director of Development and Housing Approvals that all protection measures have been implemented and inspected in accordance with the CITY'S Tree Management Policy.
- Temporary Access Roads*
- 4.10 The SUBDIVIDER agrees:
- a) to construct any required temporary access or temporary emergency access roads in the locations shown on the subdivision plan for the Stage or Phase to the satisfaction of the CITY'S Director of Engineering Services in consultation with the CITY'S Director of Transportation Services at the cost of the SUBDIVIDER. The SUBDIVIDER hereby grants irrevocable licences to the CITY for access purposes on the lands on which such roads will be located, which the CITY will release when such roads are no longer required as determined by the CITY'S Director of Engineering Services; and
 - b) that the temporary access or temporary emergency access roads shall remain in place until a second permanent access to the lands being serviced by such temporary access or emergency access is available. No building permits shall be issued for any Lots or Blocks subject to the foregoing licences until the temporary access or emergency access roads on such Lot or individual parcel of land are no longer required, as determined by the CITY'S Director of Engineering Services, and are removed by the SUBDIVIDER to the satisfaction of the CITY'S Director of Engineering Services.
- Planting Strips*
- 4.11a) The SUBDIVIDER shall obtain approval of plans/drawings from the CITY'S Director of Development and Housing Approvals for any lots/blocks abutting a Regional Road, showing a planting strip having a minimum width of 4.6 metres and a 1.8 metre high chain link fence. Such planting strip shall be developed at the SUBDIVIDER'S cost in

accordance with the approved plans;

- b) Such planting strip shall be installed within the affected lots/blocks prior to the transfer of title of such lots/blocks to the first time occupants, or in the event of winter conditions shall be installed by June 1, immediately following such transfer of title;
- c) The SUBDIVIDER agrees to attach the approved planting plan to all agreements of purchase and sale of lots/blocks in which the required planting strip has not been installed due to winter conditions; and
- d) Further, if a physical noise attenuation barrier is required, the installation of such barrier shall substitute for the planting strip and fence.

*Traffic Signs-
Emergency
Response*

- 4.12 The SUBDIVIDER shall install temporary street name and emergency access signs in each Phase or Stage of the subdivision at the cost of SUBDIVIDER to the satisfaction of the CITY'S Director of Engineering Services in consultation with the CITY'S Fire Chief and the CITY'S Director of Transportation Services. Such signs shall indicate that such roads are not assumed by the CITY and are used at one's own risk.
- 4.13 The SUBDIVIDER shall design and construct all public rights-of-way and all services to the standards specified in the CITY of Kitchener Standards, Development Manual, Regional Standards and other applicable Provincial Standards, to the satisfaction of the CITY's Director of Engineering Services.
- 4.14 Prior to issuance of building permits, Street A, B, and C shall be constructed by the SUBDIVIDER to appropriate municipal standards and shall thereafter be dedicated to the CITY as public roads. In respect of these dedications, the SUBDIVIDER shall prepare and register any necessary reference plans and prepare all other documents required to complete the conveyances at the SUBDIVIDER's cost and expense. The dedications shall be free of all financial encumbrances to the satisfaction of the CITY's Solicitor.
- 4.15 For each Lots 1-3 and 8-10, a Scoped Environmental Impact Study shall be completed and submitted to the satisfaction of the CITY's Director of Development and Housing Approvals to demonstrate how lot development complies with the Amended Scoped Environmental Impact Study (GHD, March 2025) and the Overall Benefit Permit WC-C-006-23 issued by the MECP under the ESA (Section 17(1) and Clause 17 (2) (c)).

PART 5

PRIOR TO RELEASE OF THE AGREEMENT

Prior to the release of the Agreement from the title of any lot, the SUBDIVIDER agrees to fulfill each of the conditions which follow:

*Final
Grading
Consent
Certificate*

- 5.1 a) Prior to issuance of occupancy of the building and in accordance with the current Building By-law, the SUBDIVIDER shall submit to the CITY'S Director of Engineering Services in consultation with the Chief Building Official, a Final Grading Control Certificate prepared by the CITY'S consulting engineer which shall evidence that the final grading of the lot conforms to the Lot Grading Control Plan within reasonable tolerances, and that as so graded, the lot will provide for surface drainage in accordance with proper engineering practices. Failure to so provide the certificate within the timeline stipulated from occupancy of a building may result in the CITY'S Chief Building Official taking whatever action he or she deems necessary to obtain such certificate at the cost of the SUBDIVIDER. Receipt of the Final

Grading Control Certificate from the CITY does not absolve the SUBDIVIDER from their obligations as set out in Section 3.3

- b) Within six months of the issuance of an occupancy permit for the building within each lot, the SUBDIVIDER shall submit to the CITY'S Director of Parks and Cemeteries a certificate prepared by the SUBDIVIDER'S Engineer which certifies that the final topsoil installation, compaction and grading of the lot meets the requirements of the Development Manual.
- c) Notwithstanding the sale of any land within the Plan, the SUBDIVIDER shall remain responsible for completing the final grading in accordance with the approved Lot Grading Control Plan, reserves the right of entry to enter on such land to complete any necessary excavation, filling, compaction, grading or regrading.
- d) When the CITY'S Chief Building Official has received a certificate from the CITY'S consulting engineer with respect to a particular lot or block, the CITY'S Chief Building Official may, upon an application, grant a certificate to confirm whether the lot or block is graded in accordance with Section 2.13 and 4.5. Once the Grading Certificate is issued by the CITY'S Chief Building Official, and the SUBDIVIDER'S consulting Engineer has certified the installation and compaction of the topsoil to meet the Development Manual requirements, the SUBDIVIDER is deemed to have met the obligations set out in Section 1.14.

Final Release 5.2 The SUBDIVIDER acknowledges that upon satisfactory completion of all works and services in the affected stage or phase of the subdivision, completion of any remedial or maintenance work required and payment of all CITY accounts, the CITY may give a release on behalf of itself and ENOVA on the Plan or lots and blocks thereof, which release shall not, however, serve to release the Section 5.1 and other grading and restrictive covenant sections. ENOVA hereby constitutes and appoints the CITY its true and lawful attorney for the purpose of executing and granting the said releases.

PART 6 OTHER TIME FRAMES

The SUBDIVIDER agrees to fulfill each of the conditions which follow:

- Traffic Signs* 6.1 The SUBDIVIDER shall pay for the cost for the installation by the CITY of permanent street name signs, emergency access signs, traffic control signs/devices, and Huron Natural Area signage related to wayfinding, regulatory signage, and other information in the subdivision prior to the placement of the first course of asphalt on a road, all at the cost of SUBDIVIDER, to the satisfaction of the CITY'S Director of Engineering Services in consultation with the CITY'S Director of Transportation Services and CITY'S Director of Parks and Cemeteries. The SUBDIVIDER shall provide a Letter of Credit for the cost of these signs and their installation to be paid to the CITY of Kitchener at time of issuance of building permits. At such time as the permanent signs are installed, the SUBDIVIDER shall remove, at its cost, the temporary signs referred to in Section 4.12.
- Monumentation Certification* 6.2 The SUBDIVIDER will cause all necessary survey work to be done and all necessary survey stakes to be provided at its expense as and when required by the CITY'S Director of Engineering Services. Any standard iron bars, concrete monuments or monumentation of higher standards which are disturbed in the course of servicing or building shall be restored by and at the expense of the SUBDIVIDER. A certificate from an Ontario Land Surveyor or other evidence satisfactory to the CITY Solicitor shall be provided on a street by street

basis, prior to the release of performance securities for this item to the SUBDIVIDER.

- Surveyor's Certificate* 6.3 The SUBDIVIDER shall submit to the CITY'S Chief Building Official a Surveyor's Certificate (Foundation Certificate) prepared by an Ontario Land Surveyor or professional engineer or certified engineering technologist confirming that the elevation of the top of the constructed foundation wall(s), conforms, plus or minus six (6) inches, to the elevation shown on the site plan. The SUBDIVIDER agrees that no further construction of the building beyond the foundation will proceed until the Surveyor's Certificate has been received by the CITY'S Chief Building Official.
- Tree Management-Implementation/Remediation* 6.4a) Where a tree designated to be saved suffers minor damage due to construction, the SUBDIVIDER shall implement remedial measures such as trimming, dressing, or bark doctoring at its cost and as directed by its Environmental Consultant who prepared the approved Detailed Vegetation and Tree Preservation/Enhancement Plan (if applicable).
- b) Where a tree designated to be saved suffers major irreparable damage or is judged to be unsafe in the opinion of the SUBDIVIDER'S Environmental Consultant or the CITY'S Director of Development and Housing Approvals, the SUBDIVIDER shall remove and replace, at its cost, each such tree with one at least of equal value based on the tree value formula as set out in *Guide for Plant Appraisal* of the International Society of Arboriculture, Latest Edition.
- c) Tree replacements shall be located on the same Lot or Block as the tree requiring removal or at a location requiring enhancement within the subdivision.
- d) Furthermore, such remedial measures or tree replacements shall be approved and implemented to the satisfaction of the CITY'S Director of Development and Housing Approvals, prior to occupancy of the unit(s) where the damaged tree is located or, due to weather conditions, by the next planting season.
- Subdivision Sign Installation and Removal* 6.5 The SUBDIVIDER agrees to maintain, to the satisfaction of the CITY'S Director of Development and Housing Approvals, the subdivision billboard signs in approved locations in conformity with the Sign By-law or subsequently approved locations and on lands under its title or under the title of its heirs, successors, or assigns, until ninety percent of the building permits for the subdivision have been issued or at such time as directed by the CITY'S Director of Development and Housing Approvals.
- Constructed Wetland Landscaping* 6.6 The SUBDIVIDER shall install all landscaping of constructed wetland habitat (Block 10) and wildlife corridor (Block 11), as outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025), and according to the timing/sequencing outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025) and in consultation with Six Nations of the Grand River Elected Council (SNGREC).
- Construction of Multi-Use Pathway Construction and Warranty* 6.7 The SUBDIVIDER shall complete the construction of all multi-use pathways located within the associated Stage, within one year of registration or servicing whichever shall occur first, in accordance with the CITY's Development Manual and to the satisfaction of the CITY'S Director of Parks and Cemeteries in consultation with the CITY'S Director of Engineering Services in accordance with the approved detail design drawings and development budget as detailed in clause 3.22, approved engineering drawings and the CITY's Development Manual.

The SUBDIVIDER shall install at their cost the multi-use pathway with

connection to the existing boardwalk/trail within Huron Natural Area including the grading of, granular base courses, all works to connect the multi-use trail to the existing boardwalk/trail within Huron Natural Area; surfacing, topsoiling, seeding, sodding and restoration planting, and signage related to Huron Natural Area (e.g., wayfinding, regulatory signage, and other information). The SUBDIVIDER shall undertake all aspects of tendering and constructing the approved works.

The SUBDIVIDER shall warrant and guarantee all multi-use pathway construction, including plant material warranty, against all defects of material and workmanship, and maintenance including watering for a period of 24 months from acceptance of the works.

Within six months of issuance of the occupancy permit, the SUBDIVIDER shall complete all street tree soil habitat installation within the private lot and adjacent road allowance to meet the requirements of the CITY'S Development Manual. Street tree planting shall be completed within one year of issuance of the occupancy permit.

- | | | |
|---|------|--|
| <i>Priority Lots</i> | 6.8 | <p>The SUBDIVIDER agrees that no building permit shall be applied for or issued for the following Priority Lots unless the building designs are in accordance with the Council-endorsed Strasburg Technology Business Park Urban Design Brief, dated May 2025, as amended, and CITY of Kitchener Urban Design Guidelines for the Huron Trillium Industrial Employment Area <i>and</i> any elevation drawings signed-off by the CITY'S Director of Development and Housing Approvals, to the satisfaction of the CITY'S Chief Building Official, in consultation with the CITY'S Director of Development and Housing Approvals:</p> <ul style="list-style-type: none"> a) Corner (C) Priority Lots, being Lots 5, 6, and 7. b) Terminating Vista (T) Priority Lots, being Lots 2, 3, 8, and 9. c) Gateway (G) Priority Lots, being Lot 4. d) Lots Fronting Open Space and Strasburg Road, being Lots 1 and 10 |
| <i>Fencing
Core Natural

/ Public areas</i> | 6.9 | <p>Prior to occupancy of the first unit or in accordance with the recommendations of the Amended Scoped Environmental Impact Study (GHD, March 2025), the SUBDIVIDER shall install permanent 1.5 metre high, chain link fencing, permanent wildlife exclusion fencing and/or an alternate marking system which meets the fencing specifications of the Development Manual to the satisfaction of the CITY'S Director of Parks and Cemeteries along the perimeter of all lots and blocks abutting publicly owned open space, Core Natural Heritage Features/Areas, stormwater management areas, or constructed wetland habitat and wildlife corridor, where required by the CITY. The CITY of Kitchener standard property boundary markers will be required along the perimeter of open space blocks where fencing is not required.</p> |
| <i>Purchase/
Sale notice to
Home buyers</i> | 6.10 | <p>The SUBDIVIDER agrees to include a clause in Agreements of Purchase and Sale with buyers, or in Agreement of Purchase and Sale with builders that will require the builders to include a statement in all Agreements of Purchase and Sale and/or Rental Agreements with buyers, that:</p> <ul style="list-style-type: none"> a) Identify the presence of water pressure reduction devices, where applicable, and advises that these not be removed by the owner/ occupant; b) Advise that there may be of lot level infiltration galleries present and the requirement to maintain such facilities (as applicable). |

Further, occupants/owners shall be notified in the agreement of the exact location, size and intent of the infiltration galleries. The wording of the statement shall be to the satisfaction of the CITY's Director of Engineering Services.

- c) Advise that due to the sensitive nature of groundwater and the proximity of GUDI wells in this area, the installation of geothermal wells may be prohibited.

<i>Sidewalks / Multi-Use Trails</i>	6.11	The SUBDIVIDER acknowledges that sidewalks and/or multiuse trails are required to be constructed on both sides of all streets within the subdivision in accordance with the CITY'S Sidewalk Location Policies and Council-endorsed Strasburg Technology Business Park Urban Design Brief, dated May 2025, as amended.									
<i>MECP Permits</i>	6.12	<p>The SUBDIVIDER agrees that prior to area grading, servicing and registration of any stage within the plan of subdivision, whichever shall occur first, to obtain if necessary any permits and/ or approvals from the Ministry of Environment, Conservation and Parks (MECP) related to species at risk identified on the subject lands in accordance with the Endangered Species Act (ESA).</p> <p>Any measures required by MECP including but not limited to Overall Benefit Permit WC-C-006-23 issued by MECP under the ESA (Section 17(1) and Clause 17 (2) (c)) and/or Mitigation Plan shall be to the satisfaction of the CITY's Director of Development and Housing Approvals in consultation with the MECP. Mitigation measures that are to be owned and maintained by the CITY shall be to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY'S Director of Development and Housing Approvals in consultation with the MECP or other Provincial successor thereof.</p>									
<i>Agreement re Permanent Fencing and Signage</i>	6.13	Prior to final approval, the SUBDIVIDER agrees to enter into an Agreement with the CITY to install the permanent fencing, wildlife exclusion fencing, temporary paige wire fencing and the Core Natural Heritage Area/Feature limit and interpretive signage, and that the fencing and signage be installed on public land to the satisfaction of the CITY's Director of Development and Housing Approvals.									
<i>Construction of At-Source Infiltration Galleries</i>	6.14	Prior to occupancy of each block, the SUBDIVIDER or subsequent owner agrees to construct at source infiltration galleries where soils permit, to the satisfaction of the CITY's Director of Engineering Services. Installation of infiltration galleries shall be supervised and certified by a qualified Geotechnical and or Engineering Consultant, at the SUBDIVIDER's or subsequent Owner's expense and to the satisfaction of the CITY's Director of Engineering Services through the Site Plan Approval Process.									
<i>Conveyance to City and Timing of Constructed Wetland & Buffer Block and Wildlife Corridor Block</i>	6.15	<p>The following blocks identified by the Draft Plan of Subdivision dated October 16, 2025 are acceptable as open space conveyance:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Open Space / Created Wetland and Buffer</td> <td>Block 11</td> <td>4.00ha</td> </tr> <tr> <td>Open Space / Wildlife Corridor</td> <td>Block 12</td> <td>0.88ha</td> </tr> <tr> <td>Total Open Space blocks</td> <td></td> <td>4.88ha</td> </tr> </table> <p>The Open Space Blocks shall be conveyed to the CITY immediately following:</p> <ul style="list-style-type: none"> a) All requirements of the Overall Benefit Permit WC-C-006-23, as may be amended, have been discharged by the SUBDIVIDER, not before, and, b) The required monitoring period as outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025), including invasive species monitoring, and monitoring or reports associated with the Overall Benefit Permit WC-C-006-23, as may be amended, have been successfully completed and accepted 	Open Space / Created Wetland and Buffer	Block 11	4.00ha	Open Space / Wildlife Corridor	Block 12	0.88ha	Total Open Space blocks		4.88ha
Open Space / Created Wetland and Buffer	Block 11	4.00ha									
Open Space / Wildlife Corridor	Block 12	0.88ha									
Total Open Space blocks		4.88ha									

by the CITY, including any required remediation, and

- c) That any required mitigation works or remedial measures related to the Overall Benefit Permit WC-C-006-23, as may be amended, have been successfully implemented, accepted by the CITY and Province, as appropriate (at the discretion of the CITY, and
- d) The lands have been inspected by the CITY and are in an acceptable condition, and
- e) The Management / Maintenance Plan for the turtle habitat, as outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025) and Detailed Vegetation Plan / Implementation Report has been submitted to the satisfaction of the CITY's Director of Development and Housing Approvals Division.

Moreover, the SUBDIVIDER agrees to convey to the CITY Block 11 and Block 12, at no cost and free of encumbrance.

- 6.16 All environmental mitigation measures outlined in the Amended Scoped Environmental Impact Study (GHD, March 2025), including but not limited to a wildlife relocation strategy focused on amphibians and reptiles, shall be implemented by the SUBDIVIDER to the satisfaction of the CITY's Director of Development and Housing Approvals at the appropriate milestone in the development of the lands
- 6.17 Pursuant to section 51(32) of the Planning Act, that this draft plan approval shall lapse 10 years from the date of draft plan approval unless an extension has been granted in writing by the CITY prior to that date.

If an extension is not obtained before the lapse date, this draft plan approval shall be deemed to have lapsed under the provisions of the Planning Act, and the SUBDIVIDER shall have no further rights to proceed with registration of the plan unless and until draft plan approval is reinstated or re-issued by the CITY at the sole discretion of the CITY and subject to any revised conditions of approval as may be required by the CITY at the time of reinstatement or re-issuance.

2.2 That prior to final approval of the plan to be registered, the SUBDIVIDER shall fulfil the following conditions:

1. The CITY Subdivision Agreement shall be registered on title, to the satisfaction of the CITY Solicitor.
2. The SUBDIVIDER shall submit copies of the final plan for registration to the CITY'S Director of Development and Housing Approvals and shall obtain approval therefrom.
3. The SUBDIVIDER agrees to commute all local improvement charges outstanding on any part of the lands and to pay all outstanding taxes on the lands.
4. The SUBDIVIDER shall install within the subdivision any required geodetic monuments under the direction of the CITY'S Director of Engineering Services, with co-ordinate values and elevations thereon and submit for registration the plans showing the location of the monuments, their coordinate values, elevations and code numbers as prescribed by the Surveyor General of Ontario.
5. The SUBDIVIDER shall make satisfactory arrangements with ENOVA for the provision of permanent electrical services to the subdivision and/or the relocation of the existing services. Further, the SUBDIVIDER acknowledges that this may include the payment of all costs associated with the provision of temporary services and the removal of such services when permanent installations are possible.

6. The SUBDIVIDER shall make satisfactory arrangements for the provision of permanent telephone services to the subdivision and/or the relocation of the existing services. Further, the SUBDIVIDER acknowledges that this may include the payment of all costs associated with the provision of temporary services and the removal of such services when permanent installations are possible.
7. The SUBDIVIDER shall make arrangements for the granting of any easements required for utilities and municipal services. The SUBDIVIDER agrees to comply with the following easement procedure:
 - a) to provide copies of the subdivision plan proposed for registration and reference plan(s) showing the easements to ENOVA, and telephone companies and the CITY, to the CITY'S Director of Development and Housing Approvals.
 - b) to ensure that there are no conflicts between the desired locations for utility easements and those easement locations required by the CITY'S Director of Engineering Services for municipal services;
 - c) to ensure that there are no conflicts between utility or municipal service easement locations and any approved Tree Preservation/Enhancement Plan;
 - d) if utility easement locations are proposed within lands to be conveyed to, or presently owned by the CITY, the SUBDIVIDER shall obtain prior written approval from the CITY'S Director of Development and Housing Approvals and CITY'S Director of Engineering Services or, in the case of parkland, the CITY'S Director of Parks and Cemeteries; and
 - e) to provide to the CITY'S Director of Development and Housing Approvals, a clearance letter from each of ENOVA and telephone companies. Such letter shall state that the respective utility company has received all required grants of easement, or alternatively, no easements are required.
8. The SUBDIVIDER shall dedicate all roads, road widenings, and public walkways to the CITY by the registration of the Plan of Subdivision.
9. The SUBDIVIDER agrees that the streets shall be named, to the satisfaction of the CITY's Director of Development and Housing Approvals and the Region of Waterloo. Street names shall be shown on the final plan to be registered.
10. The SUBDIVIDER shall erect and maintain a subdivision billboard sign at each major entrance to the subdivision, in accordance with a plan approved by the CITY'S Director of Development and Housing Approvals, in accordance with the following criteria:
 - a) The sign shall be in accordance with the CITY'S Sign by-law and shall be located outside the required yard setbacks of the applicable zone and outside the corner visibility triangle, with the specific, appropriate location to be approved by the CITY'S Director of Development and Housing Approvals;
 - b) The sign shall have a minimum clearance of 1.5 metres, a maximum height of 6 metres, and a maximum area of 13 square metres;
 - c) Graphics shall depict the features within the limits of the subdivision including, without limiting the generality of the foregoing, approved street layout, including emergency access roads, zoning, lotting and specific land uses, types of parks, storm water management areas, hydro corridors, trail links and walkways, potential or planned transit routes and bus stop locations, notification regarding contacts for school sites, noise attenuation measures, environmentally sensitive areas, tree protection areas, special buffer/landscaping areas, water courses, flood plain areas, railway lines and hazard areas and shall also make general reference to land uses on adjacent lands including references to any formal development applications,

all to the satisfaction of the CITY'S Director of Development and Housing Approvals;

- d) Approved subdivision billboard locations shall be conveniently accessible to the public for viewing. Low maintenance landscaping is required around the sign and suitable parking and pedestrian access may be required between the sign location and public roadway in order to provide convenient accessibility for viewing; and,
 - e) The SUBDIVIDER shall ensure that the information is current as of the date the sign is erected. Notice shall be posted on the subdivision billboard signs advising that information may not be current and, to obtain updated information, inquiries should be made at the CITY'S Director of Development and Housing Approvals.
11. To expedite the approval for registration, the SUBDIVIDER shall submit to the CITY'S Director of Development and Housing Approvals, a detailed written submission documenting how all conditions imposed by this approval that require completion prior to registration of the subdivision plan(s), have been satisfied.
 12. The SUBDIVIDER agrees that if servicing or grading has not commenced prior to final approval of the plan, a Detailed Vegetation Plan is to be submitted for approval by the CITY'S Director of Development and Housing Approvals. The Detailed Vegetation Plan shall also show approved grading. The SUBDIVIDER agrees to implement all of the measures identified in the approved Detailed Vegetation Plan including delivering all information contained in the approved Detailed Vegetation Plan to prospective purchasers to ensure that the requirements are carried out as specified.
 13. The SUBDIVIDER agrees to have all proposed tree and shrub plantings on public rights of way reviewed and approved by the CITY'S Director of Parks and Cemeteries.
 14. The SUBDIVIDER agrees to obtain the appropriate land use plan, from the City of Kitchener, for the area being subdivided in order to satisfy Condition 1.23 of the Subdivision Agreement.
 15. The SUBDIVIDER agrees that prior to servicing or registration, whichever occurs first, to prepare an updated water servicing report which shall make recommendations that address water pressure within the limits of the subdivision to the satisfaction of the CITY'S Director of Engineering Services and the Regional Municipality of Waterloo.
 16. The SUBDIVIDER shall confirm whether decorative street signage and street lighting will be used for the subdivision to the satisfaction of the CITY'S Director of Transportation Services and CITY'S Director of Development and Housing Approvals and ENOVA. Should these decorative elements be utilized, they shall be installed at the appropriate timeframe and at the SUBDIVIDER'S cost, including the provision of 10% of the cost of materials for future replacement/maintenance, to the satisfaction of the CITY'S Director of Transportation Services and ENOVA.
 17. Prior to final approval, the SUBDIVIDER agrees to enter into an Agreement with the CITY to install the permanent fencing, wildlife exclusion fencing, temporary paige wire fencing and the Core Natural Heritage Area/Feature limit and interpretive signage, and that the fencing and signage be installed on public land to the satisfaction of the CITY'S Director of Development and Housing Approvals.
 18. Prior to Registration of all or any part of this Subdivision Plan, the SUBDIVIDER shall submit a detailed monitoring plan for the (largely adjacent) Core Natural Heritage Feature (containing Regionally Significant Woodland, Provincially Significant Wetland), its buffer areas, and created wildlife habitat and corridor (Blocks 11 and 12) on the subject lands as outlined in the Amended Scoped

Environmental Impact Study (GHD, March 2025), to the satisfaction of the CITY's Director of Development and Housing Approvals and the Grand River Conservation Authority, in consultation with Six Nations of the Grand River Elected Council (SNGREC). The detailed monitoring plan shall incorporate all of the on-property monitoring requirements outlined in permit WC-C-006-23 issued by the Minister of Environment, Conservation and Parks under the *Endangered Species Act* (Section 17(1) and Clause 17 (2) (c)). Furthermore, that the SUBDIVIDER enter into an Agreement with the CITY to implement any required remedial action deemed necessary as a result of the monitoring plan.

19. Prior to Servicing or Registration which ever shall occur first, the SUBDIVIDER agrees to retain a qualified Engineering Consultant who shall prepare a detailed engineering design and report for the storm water management in accordance with the Strasburg Creek Master Watershed Plan, Huron Road Construction Environmental Impact Study Implementation Report: Stormwater Management Report and the City of Kitchener Integrated Stormwater Management Master Plan (ISWM-MP) volume retention policy (the most stringent policy will apply) to the satisfaction of the CITY's Director of Engineering Services in consultation with the CITY's Director of Operations, the Regional Municipality of Waterloo and the Grand River Conservation Authority. The approved engineering design for Storm Water Management will include a maintenance program for a period of 2 years post 95% build out of the subdivision, which will ensure stormwater management facilities function as designed to the satisfaction of the CITY's Director of Engineering Services. Any maintenance required during this period, prior to the municipality assuming the facilities, shall be at the sole expense of the SUBDIVIDER.

20. The SUBDIVIDER agrees that prior to area grading, servicing and registration of any stage within the plan of subdivision, whichever shall occur first, to obtain if necessary any permits and/or approvals from the Ministry of Environment, Conservation and Parks (MECP) related to species at risk identified on the subject lands in accordance with the Endangered Species Act (ESA).

Any measures required by MECP including but not limited to Overall Benefit Permit WC-C-006-23 issued by the MECP under the ESA (Section 17(1) and Clause 17 (2) (c)). and/or Mitigation Plan shall be to the satisfaction of the CITY's Director of Development and Housing Approvals in consultation with the MECP. Mitigation measures that are to be owned and maintained by the CITY shall be to the satisfaction of the CITY'S Director of Parks and Cemeteries and the CITY'S Director of Development and Housing Approvals in consultation with the MECP or other Provincial successor thereof.

21. A Planting Enhancement Plan for the buffer of the Core Natural Heritage Feature to the west, including the area of Block 11 immediately to the rear of Lots 8-10, shall be submitted and approved as part of the design of the subdivision to the satisfaction of the CITY's Director of Parks and Cemeteries, in consultation with the CITY's Director of Development and Housing Approvals and the Grand River Conservation Authority in areas regulated under the Ontario *Conservation Authorities Act*, and Six Nations of the Grand River Elected Council (SNGREC), and the Plan shall be implemented by the SUBDIVIDER, prior to Registration.
22. To satisfy all conditions in the Subdivision Agreement with timing identified as "prior to registration" and/or "prior to final approval".
23. Pursuant to section 51(32) of the Planning Act, that this draft plan approval shall lapse 10 years from the date of draft plan approval unless an extension has been granted in writing by the CITY prior to that date.

If an extension is not obtained before the lapse date, this draft plan approval shall be deemed to have lapsed under the provisions of the Planning Act, and the SUBDIVIDER shall have no further rights to proceed with registration of the plan unless and until draft plan approval is reinstated or re-issued by the CITY at the sole discretion of the CITY and subject to any revised conditions of approval as may be required by the CITY at the time of reinstatement or re-issuance.

3. Regional Municipality of Waterloo Conditions:

1. That this approval applies to Plan of Subdivision 30T-23201 for 2140221 Ontario Inc. in the City of Kitchener, dated October 16, 2025, which shows the following:

Lots 1 to 10	Industrial
Block 11	Open Space
Block 12	Open Space / Wildlife Corridor

2. That prior to final approval, Streets A, B and C be named to the satisfaction of the City of Kitchener and the Regional Municipality of Waterloo.
3. That prior to final approval, the subdivision agreement be registered by the City of Kitchener against the land to which it applies and a copy of the registered agreement be forwarded to the Regional Municipality of Waterloo prior to final approval of the subdivision plan.
4. That prior to final approval, the SUBDIVIDER submit detailed engineering drawings which show the removal and proper disconnection of the existing 300mm water service stub that was previously installed near the stormwater sewer outlet to service this property, to the satisfaction of the Regional Municipality of Waterloo.
5. That prior to final approval, the SUBDIVIDER complete a detailed stormwater management report to the satisfaction of the Regional Municipality of Waterloo. The report must include:
 - an assessment of whether the soils and the noted high water table can accommodate the infiltration volumes being proposed; and
 - the oversizing of infiltration galleries by 15% to account for decreased performance and/or disconnection.

Furthermore, the SUBDIVIDER enter into a registered development agreement with the Regional Municipality of Waterloo to indicate that any future grading and drainage plan/SWM report submitted for site plan approval for Lots 1 to 10, all inclusive be in accordance with the approved Stormwater Management Plan for this subdivision, to the satisfaction of the Regional Municipality of Waterloo.

6. That prior to final approval, the SUBDIVIDER enter into a registered development agreement with the Regional Municipality of the Waterloo to require the completion prior to Site Plan approval, implement a Salt Management Plan for Lots 1 to 10, all inclusive, to the satisfaction of the Regional Municipality of Waterloo.
7. That prior to final approval, the SUBDIVIDER enter into a registered development agreement with the Regional Municipality of Waterloo to prohibit the installation of vertical open-loop and vertical closed-loop geothermal energy systems for Lots 1 to 10, all inclusive, to the satisfaction of the Regional Municipality of Waterloo.
8. That prior to final approval, the SUBDIVIDER enter into a registered development agreement with the Regional Municipality of Waterloo to prohibit Category A Land Uses (as described in Schedule B of the Regional Official Plan) for Lots 1 to 10, all inclusive, to the satisfaction of the Regional Municipality of Waterloo.
9. That prior to final approval, the SUBDIVIDER provide the Region sufficient funds for the future installation of two (2) 9.5m x 2m transit landing pads by the Region, to the satisfaction of the Regional Municipality of Waterloo. The cost of the landing pads to be determined based on the cost of construction at time of payment.

4. OTHER AGENCY CONDITIONS:

Grand River Conservation Authority

1. Prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority.
 - a. A detailed stormwater management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual".
 - b. A detailed Environmental Impact Study.
 - c. A detailed Lot Grading, Servicing and Storm Drainage Plan.
 - d. An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
 - e. The submission and approval of a permit under the Prohibited Activities, Exemptions and Permits Regulation from the GRCA prior to construction and/or grading in a regulated area and/or construction of the stormwater management outlet in a regulated area.

5. CLEARANCE CONDITIONS:

1. That prior to the signing of the final plan by the CITY'S Director of Development and Housing Approvals, the Director shall be advised by the Regional Commissioner of Planning, Development and Legislative Services that Conditions 3.1 to 3.10 have been carried out to the satisfaction of the Regional Municipality of Waterloo. The clearance letter from the Regional Municipality of Waterloo shall include a brief statement detailing how each condition has been satisfied.
2. That prior to the signing of the final plan by the CITY'S Director of Development and Housing Approvals, the Director, shall be advised by the telephone company that Conditions 2.2.6 and 2.2.7 have been carried out satisfactorily. The clearance letter should contain a brief statement as to how the conditions were satisfied.
3. That prior to the signing of the final plan by the CITY'S Director of Development and Housing Approvals, the Director shall be advised by ENOVA that Conditions 2.2.5 and 2.2.7 have been carried out satisfactorily. The clearance letter should contain a brief statement as to how the conditions were satisfied.
4. That prior to the signing of the final plan by the CITY'S Director of Development and Housing Approvals, the Director shall be advised by the Grand River Conservation Authority that Condition 4.1 has been carried out satisfactorily. The clearance letter should contain a brief statement as to how the conditions were satisfied.

NOTES

1. The owner/developer is advised that the provisions of the Regional Development Charge By-law 14-046 are applicable.
2. The final plans for Registration must be in conformity with Ontario Regulation 43/96, as amended, under The Registry Act.
3. It is the responsibility of the Owner of this plan to advise the Regional Municipality of Waterloo and the City of Kitchener Development and Housing Approvals Division of any changes in ownership, agent, address, and phone and fax numbers.
4. The owner/developer is advised that the Regional Municipality of Waterloo has adopted By-Law 17-076, pursuant to Section 69 of the Planning Act, R.S.O. 1990 c. P.13, as amended, to prescribe a tariff of fees for application, recirculation, draft approval, modification to draft approval and registration release of plans of subdivision.

5. The owner/developer is advised that pursuant to Regional By-Law 17-076, the current fee for review of a road traffic noise study is \$250.00, payable to the Regional Municipality of Waterloo upon submission of the study for review.
6. This draft plan was received on or after January 1, 2007 and shall be processed and finally disposed of under the Planning Act, R.S.O. 1990, c. P.13, as amended by S.O. 2006, c. 23 (Bill 51).

Pursuant to section 51(32) of the Planning Act, that this draft plan approval shall lapse 10 years from the date of draft plan approval unless an extension has been granted in writing by the CITY prior to that date.

If an extension is not obtained before the lapse date, this draft plan approval shall be deemed to have lapsed under the provisions of the Planning Act, and the SUBDIVIDER shall have no further rights to proceed with registration of the plan unless and until draft plan approval is reinstated or re-issued by the CITY at the sole discretion of the CITY and subject to any revised conditions of approval as may be required by the CITY at the time of reinstatement or re-issuance.

7. The Owner is advised that draft approval is not a commitment by the Regional Municipality of Waterloo to water and wastewater servicing capacity. To secure this commitment the owner/developer must enter into an "Agreement for Servicing" with The Regional Municipality of Waterloo by requesting that the Region's Planning, Development and Legislative Services Department initiate preparation of the agreement. When sufficient capacity is confirmed by the Region's Commissioner of Transportation and Environmental Services to service the density as defined by the plan to be registered, the owner/developer will be offered an "Agreement for Servicing". This agreement will be time limited and define the servicing commitment by density and use. Should the "Agreement for Servicing" expire prior to plan registration, a new agreement will be required.

The owner/developer is to provide the Regional Municipality of Waterloo with two print copies of the proposed plan to be registered along with the written request for a servicing agreement.

8. To ensure that a Regional Release is issued by the Regional Commissioner of Planning, Development and Legislative Services to the City of Kitchener prior to year end, it is the responsibility of the Owner to ensure that all fees have been paid, that all Regional conditions have been satisfied and the required clearance letters, agreements, prints of plan to be registered, and any other required information or approvals have been deposited with the Regional Planner responsible for the file, no later than December 15th. Regional staff can not ensure that a Regional Release would be issued prior to year end where the Owner has failed to submit the appropriate documentation by this date.
9. The Owner is advised that the lands, or a portion of the lands, are subject to the Region of Waterloo International Airport Zoning Regulations issued under the federal Aeronautics Act. The purpose of the Regulations is two-fold: 1) to prevent lands adjacent to or in the vicinity of the Region of Waterloo International Airport site from being used or developed in a manner that is incompatible with the safe operation of the airport or an aircraft; and 2) to prevent lands adjacent to or in the vicinity of facilities used to provide services relating to aeronautics from being used or developed in a manner that would cause interference with signals or communications to and from aircraft or to and from those facilities.

It is the landowner's responsibility to be aware, and to make all users of the land aware of the restrictions under these Regulations which may include but not limited to height restrictions on buildings or structures, height of natural growth, interference with communications, and activities or uses that attract birds.

10. The Owner is advised that the lands, or a portion of the lands, may be subject to Canadian Aviation Regulations Standard 621.19 issued under the federal Aeronautics Act. This Standard allows aviation officials to assess individual obstructions, namely buildings, structures or objects, to determine if they are likely to constitute a hazard to air navigation and consequently require marking and/or lighting in accordance with the Standards. Persons planning to erect an obstruction, namely a building, structure or object, including a moored balloon, either permanently or temporarily, should contact the Regional Manager, Aerodrome Safety (Ontario Region), Transport Canada at (416) 952-0248 as early as possible and provide the necessary information on the planned

obstruction using the Aeronautical Obstruction Clearance Form (#26-0427) issued by Transport Canada.

11. When the survey has been completed and the final plan prepared to satisfy the requirements of the Registry Act, they should be forwarded to the City of Kitchener. If the plans comply with the terms of approval, and we have received an assurance from the Regional Municipality of Waterloo and the applicable clearance agencies that the necessary arrangements have been made, the Manager of Development Review's signature will be endorsed on the plan and it will be forwarded to the Registry Office for registration.

The following is required for registration under The Registry Act and the Region's purposes:

- One (1) original mylar
- Three (3) mylar copies
- Four (4) white paper prints