

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 54 - 2017

BEING a By-law to authorize the Mayor and CAO/Clerk to enter into a Subdivision Agreement with DJ Land Developments Ltd.;

WHEREAS the Council of the Municipality of West Grey deems it necessary in the public interest to enter into a Subdivision Agreement with DJ Land Developments Ltd., being owners of lands described as Part of Park Lots 2 & 3, North of George Street, Registered Plan 500, Geographic Town of Durham, now the Municipality of West Grey being PIN37318-0515;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and CAO/Clerk are hereby authorized to sign a Subdivision Agreement with DJ Land Developments Ltd., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

* * * * *

Read a first and second time this 5th day of June, 2017.

Read a third time and finally passed this 5th day of June, 2017.

Kevin Eccles, Mayor

Larry Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 54 - 2017

MUNICIPALITY OF



SUBDIVISION AGREEMENT
DJ Land Developments Ltd.

MUNICIPALITY OF WEST GREY
SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate on the 5th day of June,
2017. BETWEEN:

DJ Land Developments Ltd

Hereinafter called the "**DEVELOPER**" of the FIRST
PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF
WEST GREY**

Hereinafter called "**WEST GREY**" of the SECOND
PART

-and-

579575 ONTARIO LTD.

Carrying on Business as "Candue Homes"

Hereinafter called "**CANDUE HOMES**" of the THIRD
PART

WHEREAS the DEVELOPER is the owner of the land described in Schedule "A" to this agreement hereinafter called the "LANDS", and proposes to subdivide it for the purpose of selling, conveying or leasing it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the DEVELOPER warrants that it is the registered owner of the lands, and has applied to the County of Grey for approval of a 13-lot Plan of Subdivision hereinafter called the "PLAN", the draft of which is on file at the offices of WEST GREY and is described on Schedule "B" to this agreement;

AND WHEREAS WEST GREY requires, prior to consenting to the release of the PLAN for registration, that the DEVELOPER enter this agreement to ensure, inter alia, that: the Road and any required lot drainage works and other surface water management works are provided for;

AND WHEREAS WEST GREY requires that arrangements be made for the installation and approval of the necessary Road, Utilities, and Telephone Services; (Collectively hereinafter referred to as the "WORKS");

AND WHEREAS WEST GREY further requires the DEVELOPER and CANDUE HOMES to make financial arrangements with WEST GREY for the installation and construction of the WORKS prior to the release of the PLAN for registration;

AND WHEREAS the DEVELOPER is desirous of placing a sign within the limits of the subdivision lots, the parties are in agreement that the DEVELOPER may erect the said sign within the limits and in the location at the discretion of the DEVELOPER.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada; now paid by each of the parties hereto; (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE

a) Upon application to WEST GREY for the preparation of this agreement the DEVELOPER shall:

i) Deposit with WEST GREY the sum of Five Thousand (\$5,000.00) Dollars to cover the initial costs of WEST GREY as detailed in Sections 3 a) and b).

b) Prior to the release of the PLAN by WEST GREY for registration the DEVELOPER shall:

i) Pay in full any outstanding realty taxes on the LANDS in accordance with Section 18 herein.

ii) Submit a general plan reasonably acceptable to WEST GREY outlining the WORKS to be installed.

iii) Submit a detailed overall Lot Grading Plan (the "GRADING PLAN") and a Storm Water Management Plan (the "STORM WATER MANAGEMENT PLAN") for the entire subdivision acceptable to the Saugeen Valley Conservation Authority ("SVCA") and WEST GREY, showing existing and proposed final grades throughout the subdivision, showing elevations for lots and centerline of the road, the means whereby storm and surface water drainage will be accommodated and the means whereby erosion and siltation will be contained and minimized both during and after the construction period. These plans, once approved by the SVCA and WEST GREY, shall become and form part of the agreement, as Schedules D and E respectively.

iv) Indicate on the GRADING PLAN to the satisfaction of WEST GREY a building envelope and any proposed driveways, together with any notations on required filling or re-grading of the individual lots to accommodate same.

v) Carry out or cause to be carried out the works recommended in the approved STORM WATER MANAGEMENT PLAN and GRADING PLAN to the satisfaction of the SVCA.

vi) Submit to the County of Grey a computer disk or device containing a digitized copy of the final PLAN in a format acceptable to the County of Grey.

vii) Prior to the final approval of the PLAN by the County of Grey, submit for the review and approval of the SVCA and WEST GREY a storm water management report and lot grading report prepared by a technically qualified consultant. The reports shall detail the methods that will be used to control surface water and, if necessary, erosion and sedimentation within the lands comprising the PLAN and on abutting properties both during and following construction.

c) Prior to starting construction of the WORKS the DEVELOPER and, where applicable, CANDUE HOMES, shall have;

- i) Paid WEST GREY cash - in - lieu of the 5% parkland dedication pursuant to section 51.1(1) of the Planning Act, R.S.O. 1990, as amended, being an amount equal to \$500 per registered lot on the draft plan of subdivision. The calculated total of \$6,500.00 is due and payable to the Municipality of West Grey prior to provision of a letter of clearance of Draft Plan Conditions of Approval by the Municipality of West Grey.
- ii) Engaged a Consulting Engineer to carry out the services set out in Section 4. DEVELOPER'S CONSULTING ENGINEERS.
- iii) Submitted and obtained WEST GREY approval of the plans for road design in accordance with clause 5. APPROVAL OF PLANS.
- iv) Provided security for any of the WORKS that are not yet completed equal to 50% of the cost of the uncompleted WORKS as estimated by Engineers approved by WEST GREY which security may be in the form of an irrevocable Letter of Credit or Letter of Guarantee from a Canadian Chartered Bank or Credit Union. It is understood and agreed by the Parties to this Agreement that such security shall be provided by CANDUE HOMES on behalf of the DEVELOPER.
- v) Received permission from WEST GREY and the neighbouring landowner to outlet storm water across lands south of the subject property and obtained any permanent registered easements from the neighbouring land owner as may be necessary.

d) Prior to the issuance of building permits for the PLAN the DEVELOPER shall have:

- i) Obtained final approval of the PLAN from the County of Grey and obtained Registration of the Plan of Subdivision
- ii) Obtained the approval of the Chief Building Official of the location on the lot of the proposed building and driveway servicing it.
- iii) Constructed the road and surface drainage works, to base asphalt, to the reasonable satisfaction of WEST GREY.
- iv) Arranged for and installed, if necessary, Water, Sanitary and Storm Sewers, Hydro and telephone services, which shall be available at the frontage of each subject Lot, to the reasonable satisfaction of WEST GREY and its engineers in accordance with Sections 5, 6 and 7 herein.

2. ATTACHED SCHEDULES

The Engineering Standards of WEST GREY and the following Schedules are attached to and form a part of This Subdivision Agreement:

Schedule "A" – Description Of Lands Being Subdivided.

Schedule "B" – Identification of the Draft Plan of Subdivision.

Schedule "C" – Identification of Works Plan

Schedule "D" – Lot Grading Plan.

Schedule "E" – Identification of Final Stormwater Management Plan.

Schedule "F" – Conditions of Draft Plan Approval imposed by the County of Grey.

Schedule "G" – Identification of Engineering Standards.

Schedule "H" – Engineering Estimate of the Cost of the WORKS.

3. WEST GREY'S LEGAL AND ENGINEERING COSTS

- a) The DEVELOPER agrees to pay WEST GREY the cost of WEST GREY'S Lawyer and Engineer for all costs involved in the processing of the Subdivision Agreement, for checking of Plans and Specifications and for inspection on behalf of WEST GREY, and in this regard to pay to WEST GREY the Sum of Five Thousand (\$5,000.00) Dollars upon applying for the preparation of a Subdivision Agreement to be applied to the account of such costs.
- b) As accounts are received from the WEST GREY'S Lawyer and or Engineer they will be paid by WEST GREY and then submitted to the DEVELOPER for reimbursement, so that the \$5,000.00 initial deposit will again be built up to enable WEST GREY to pay the next accounts as they are received.

4. DEVELOPER'S CONSULTING ENGINEERS AND SURVEYORS

The DEVELOPER shall employ Engineers registered with the Association of Professional Engineers of Ontario and Ontario Land Surveyors to:

- a) Prepare designs of the WORKS, STORMWATER MANAGEMENT PLAN and the WORKS PLANS.
- b) Prepare and furnish all required drawings.
- c) Prepare necessary contract(s), if required.
- d) Obtain the required approvals from or in conjunction with WEST GREY, and the SVCA, and any other applicable agencies.
- e) Provide the field layout, the contract administration, and the supervision of construction of the WORKS, if required.
- f) Maintain all records of construction of the WORKS and upon completion to advise WEST GREY'S Engineer of all construction changes and prepare as constructed drawings.
- g) Act as the Developer's representative where necessary in all matters pertaining to the construction of the WORKS.
- h) Provide co-ordination and scheduling to comply with the timing provisions of this agreement and the requirements of WEST GREY'S Engineer for all WORKS specified in this agreement.
- i) The Developer also agrees to:
 - i) Convey Blocks 14 & 15 to WEST GREY at the time the PLAN is registered, free and clear of all encumbrances.
 - ii) Convey a 0.5 m easement on each side of Block 14 to WEST GREY at the time the PLAN is registered, free and clear of all encumbrances.
 - iii) At the Developer's full cost and expense, grant and convey to WEST GREY, free and clear of all encumbrances, such permanent easements as may be required such that WEST GREY shall have full and unrestricted access to the proposed Storm Water Management Pond at the rear of proposed Lots 7, 8 and 9. The Developer shall cause a separate Reference Plan to be created and registered to fully identify, in as many Parts on such Reference Plan as may be necessary, the said Pond and the easement access thereto to be created in favour of WEST GREY.

5. APPROVAL OF PLANS

- a) After signing the Subdivision Agreement, the DEVELOPER shall have all Engineering Drawings, cost estimates and designs for the WORKS set out in Section 6 herein (WORKS TO BE INSTALLED) approved by WEST GREY'S Engineer, all in accordance with the current standards, requirements and specifications of WEST GREY prior to issuance of the Building Permits.
- b) The approval(s) shall not absolve the DEVELOPER or its Consulting Engineer(s) of the responsibility for errors in or omissions from such Plans.

6. WORKS TO BE INSTALLED

- a) The WORKS to be installed by the DEVELOPER are: the provision of the paved road including curb and gutter, watermain, storm and sanitary sewers and structures, water and sanitary services to property line, surface and storm water management and grading works. Hydro-electric services, internet/cable TV, gas and telephone services will also be provided to property lines. All services/utilities will be shown on the PLAN, WORKS PLANS and/or the STORMWATER MANAGEMENT PLAN, as applicable.
- b) The completion of the requirements of the individual lot site plans and appropriate approval authorities, shall be the responsibility of the individual lot owners to ensure compliance with Sections 15, 16 & 17 of this agreement (the "LOT OWNERS' WORKS").
- c) The Developer will construct homes on this site with a brick façade (front elevation) and containing no more than 20% (of total exterior wall area) vinyl, or other, siding on the other three sides.

7. INSPECTION AND ACCEPTANCE OF WORKS

- a) When the WORKS (excluding surface asphalt) of the PLAN have been substantially completed, WEST GREY'S Engineer, or Public Works Manager and the SVCA shall make an inspection with a view to acceptance of same. The DEVELOPER shall promptly make any required corrections whereupon; WEST GREY shall issue a Certificate of Substantial Completion and Acceptance, the date of which shall be deemed to be the "DATE OF ACCEPTANCE". Upon said Acceptance the Developer's security shall be reduced to a sum equal to 10% of the total estimated cost of construction.
- b) After the DATE OF ACCEPTANCE, and upon completion of home construction on 50% of the lots within the development, WEST GREY shall assume winter road maintenance. Any entry by WEST GREY prior to this period shall not be deemed an acceptance of the WORKS by WEST GREY.
- c) Upon installation of the sanitary and water services, WEST GREY shall, upon request to the DEVELOPER, have the DEVELOPER complete the upgrades to the existing road base and construct the balance of Street 'A' to the Municipality of WEST GREY standards ready for inspection by WEST GREY'S Engineer or Public Works Manager and the SVCA for acceptance of same. Upon completion of the base course road surface and all other services associated with this development, the Developer may request an inspection for Final Acceptance. Street 'A' shall be named DJay Crescent.

- d) Upon such a request, WEST GREY'S Engineer or Public Works Manager shall carry out an inspection of same. The DEVELOPER shall promptly make any required corrections. Once WEST GREY'S Engineer or Public Works Manager has approved the WORKS; and the DEVELOPER has submitted a Statutory Declaration that all accounts have been paid in connection with the WORKS; and all financial obligations to WEST GREY have been met; a certificate of Final Acceptance will be issued and the remaining securities will be released.
- e) On a day not later than the first anniversary of the date of the issuance of the first building permit the DEVELOPER shall request WEST GREY to, and WEST GREY shall, elect either to have the DEVELOPER complete the installation of the road with hot mix asphalt as detailed in Schedule "H" hereto or to accept a payment to WEST GREY by the DEVELOPER of a sum of money equal to the estimated cost of doing so.
- f) Upon the acceptance of the WORKS by WEST GREY, the WORKS required by the STORMWATER MANAGEMENT PLAN including, without limitation, the detention and retention facilities and drainage easement shall be fully assumed by WEST GREY as to ownership, operation and maintenance, in perpetuity.

8. DEVELOPER'S LIABILITIES

Until ASSUMPTION, the "DEVELOPER" shall indemnify WEST GREY against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the DEVELOPER undertaking the Plan.

9. UTILITY COSTS AND CHARGES

If required, the DEVELOPER shall deal directly with the Hydro Authority responsible, and all other utility companies. The DEVELOPER or its Consulting Engineer shall obtain all approvals and permits and pay all fees and charges directly to the Hydro Authority and all other utilities.

10. DAMAGE TO EXISTING PLANT

- a) The DEVELOPER shall repair any damage caused to any existing road, or existing structure or works located on or under the existing road allowance on Chester Street and George Street, or elsewhere, as a result of the installation and/or maintenance of the WORKS, and shall pay for any costs involved in the relocation of existing services such as utility poles, etc, which may become necessary because of the Development.
- b) The DEVELOPER shall use its best efforts to keep clean and clear the existing WEST GREY roads in the immediate vicinity of the subdivision during construction and servicing, including removal of mud and debris as may be necessary.

11. REPLACEMENT OF SURVEY BARS

Prior to the issuance of the Certificate of Substantial Completion and Acceptance by WEST GREY, the DEVELOPER agrees to supply a statement from an Ontario Land Surveyor approved by WEST GREY that after the completion of the subdivision work he has found or replaced all survey monuments and iron bars which delineate the public road allowance and any necessary easements in favour of WEST GREY for any storm or surface water management works as shown the Registered Plan and/or any related Reference Plan(s).

12. INSURANCE

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to WEST GREY. Such Policy or policies shall be issued in the joint names of the Developer and WEST GREY and its agents and the form and content shall be subject to the approval of WEST GREY. The policy shall remain in the custody of WEST GREY during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000.00 all inclusive but WEST GREY shall have the right to set higher amounts in its discretion.

The policy shall be in effect for a period of this Agreement including the period of guaranteed maintenance. The premiums for this policy shall be paid for a period of at least three (3) years. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

13. LEGAL NOTICES TO DEVELOPER AND WEST GREY

Any notice required to be given hereunder may be given by registered mail addressed to the DEVELOPER at its principal place of business and to WEST GREY at 402813 Grey Road #4, R.R. 2, Durham, Ontario N0G 1R0 and shall be effective as of the fourth business day after the deposit thereof in the Post Office.

14. REGISTERED

The DEVELOPER consents to the registration of the Subdivision Agreement by WEST GREY, and at the sole discretion of WEST GREY, upon title to the lands, at the expense of the DEVELOPER.

15. REQUIREMENTS FOR BUILDING PERMITS

The Approval of the Plan by WEST GREY or the acceptance by WEST GREY of the WORKS shall not be deemed to give assurance that Municipal Building Permits when applied for will be issued in respect of the lots shown on the Plan. Notwithstanding the foregoing, no Building Permits will be issued until the owner of the lot has:

- a) submitted a Detailed Site Plan for the individual lot in compliance with the approved WORKS PLANS and STORMWATER MANAGEMENT PLAN, which shall be attached to and form part of the building permit application; and
- b) obtained any required approvals for sewage and water hookups.
- c) water services to the individual lots have been installed, sanitary sewer collection system has been installed and storm sewer and drainage works have been installed and the Municipality's Engineer has issued a Certificate of Substantial Completion and Acceptance (Underground Services).

16. REQUIREMENTS FOR OCCUPANCY

No building erected on any lot within the Plan shall be occupied until:

- a) The driveway entrance to the Lot has been constructed to the satisfaction of WEST GREY Works Department.
- b) Drainage works on that lot, if required, are substantially completed in accordance with the approved GRADING PLAN and STORMWATER MANAGEMENT PLAN.
- c) The remaining underground services such as telephone, cable and gas have been installed.

17. DRAINAGE – RESPONSIBILITY OF OWNER

It is understood and agreed by the parties hereto that the drainage of surface water on the Lots in the Plan is the sole responsibility of the individual lot owner and subsequent purchasers in order to provide and maintain adequate drainage of the surface waters and particularly as required by the approved STORMWATER MANAGEMENT PLAN.

18. TAX ARREARS

The DEVELOPER agrees to pay for any arrears of realty taxes outstanding against the LANDS before the approval of the said PLAN is obtained. The DEVELOPER further undertakes and agrees to pay all such taxes levied on the LANDS on the basis of and in accordance with assessment and Collectors Roll entries until such time as the LANDS being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

19. DRAFT PLAN

The County of Grey Draft Plan Conditions shall form part of this Agreement and are referred to in the attached Schedule "F". The DEVELOPER undertakes to comply with all such Conditions prior to release of the Plan for Registration.

20. DEFAULT AND RECOVERY OF WEST GREY EXPENSES

- a) The WORKS and other matters to be constructed, provided and maintained by the DEVELOPER pursuant to this Agreement, shall be provided and maintained by the DEVELOPER at its sole risk and expense and to the satisfaction of WEST GREY. If, in the opinion of WEST GREY, based upon reasonable grounds, the DEVELOPER has defaulted in the construction, provision or maintenance of any of the WORKS or of any other matter required under this Agreement, the DEVELOPER shall rectify such default to the satisfaction of WEST GREY after notification thereof. Any matter deemed by WEST GREY to be an emergency shall be rectified forthwith. Any other matters shall be rectified within thirty (30) days of receipt of notice unless a greater time period is provided by WEST GREY.
- b) If, in the reasonable opinion of WEST GREY, the DEVELOPER has not rectified all such matters and things as are in default after the stipulated time period for rectification, WEST GREY may, at the expense of the DEVELOPER, through its agents, employees and/or servants enter upon the lands and do all such matters and things required to rectify the default. Actual costs incurred by WEST GREY in carrying out such remedial work plus ten (10%) per cent of such cost as a charge for overhead (and to be construed as a liquidated amount, not as a penalty) shall be paid by the DEVELOPER to WEST GREY within thirty (30) days of the mailing of or presentation of an invoice to the DEVELOPER.
- c) WEST GREY may utilize any securities deposited under this agreement by or on behalf of the DEVELOPER under the terms of this agreement in full or partial satisfaction of the costs associated with any default. Money owing by the DEVELOPER may be collected by WEST GREY in like manner as municipal taxes, or pursuant to provisions of the Planning Act, as amended, the Municipal Act, 2001, as amended, or by any other means legally available to WEST GREY.
- d) Whenever WEST GREY is authorized or permitted to enter onto the lands for purposes of inspecting or completing the WORKS, maintaining same or otherwise, WEST GREY, its agents, servants or employees shall not be considered to be trespassers, nor liable in any way for acts or omissions unless occasioned by gross negligence. It shall be WEST GREY'S sole

discretion, acting reasonably, to determine when it should intervene with respect to the LANDS and it is hereby understood and agreed that any failure to intervene or delay in so doing shall not be grounds to condone or excuse the DEVELOPER from any default, WEST GREY'S remedies being cumulative. This section applies also to the Road and road drainage.

21. COPIES OF GRADING PLAN

The DEVELOPER shall provide to each lot purchaser, a copy of the approved LOT GRADING PLAN and the STORMWATER MANAGEMENT PLAN in order that they may prepare their individual site plans in compliance with same.

22. GENERAL PROVISIONS

- a) The headings are for convenience of reference only and do not form part of this Agreement and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- b) This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- c) Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers, or remedies. The single or partial exercise of a right, power, or remedy does not prevent its subsequent exercise or the exercise of any other right, power, or remedy.
- d) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this agreement continues in full force and effect.

(The rest of this pages is left intentionally blank)

- e) This Agreement shall be binding upon and ensure to the benefit of both parties hereto and their respective heirs, estate trustees, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have affixed their signatures attested by the hands of its duly authorized officers.

DJ Land Developments Ltd.

Per: _____

Don Tremble, President

I have authority to bind the corporation.

579575 ONTARIO LTD. c.o.b. as CANDUE HOMES

Per: _____

Don Tremble, President

I have authority to bind the corporation.

**THE CORPORATION OF THE
MUNICIPALITY OF WEST GREY**

Per: _____

Kevin Eccles, Mayor

Per: _____

Larry Adams, CAO/Deputy Clerk

We have authority to bind the corporation.

SCHEDULE "A"

DESCRIPTION OF LANDS BEING SUBDIVIDED

**In the Municipality of West Grey (formerly in the Town of Durham)
being composed of:**

**PT PARK LTS 2 & 3, N/S GEORGE ST W, PL 500 DURHAM, PT 1
16R10412; PIN 37318-0515 (LT)**

SCHEDULE "B"

IDENTIFICATION OF THE DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION _____ BY

ALEX WILSON O.L.S. DATED MAY 17, 2005

AND AS GIVEN DRAFT APPROVAL DATED JULY 21, 2009

REFERRING TO FILE NO. 42-T-2005-08

A COPY OF WHICH IS AVAILABLE FOR VIEWING AT THE OFFICES

OF WEST GREY

SCHEDULE "C"

IDENTIFICATION OF WORKS PLANS

Plans and drawings prepared by Cobide Engineering Inc, Hanover, Ontario for DJ Land Developments Ltd. Project No. 01802 comprised of:

Drawing No. 01802-TS (Title Sheet);

Drawing No. 01802-SP1 (Site Plan);

Drawing No. 01802-C1 (General Servicing Plan);

Drawing No. 01802-C2 (Street A Plan and Profile Sta 0+000 to Sta 0+125.09);

Drawing No. 01802-C3 (Block 15 and Servicing Outlet Plan and Profile Sta 1+000 to Sta 1+181.01);

Drawing No. 01802-C4 (Lot Grading Plan);

Drawing No. 01802-C5 (Sanitary Sewer Catchment Areas);

Drawing No. 01802-C6 (Storm Sewer Catchment Areas);

Drawing No. 01802-C7 (Typical Sections and Miscellaneous Details);

Drawing No. 01802-C8 (Miscellaneous Details);

All of which drawings are on file at the offices of WEST GREY at 402813 Grey Road 4, R. R. # 2, Durham, Ontario N0G 1R0.

SCHEDULE "D"

LOT GRADING PLAN

Drawing No. 01802-C4 (Lot Grading Plan);

SCHEDULE "E"

IDENTIFICATION OF FINAL STORM WATER MANAGEMENT PLAN

Stormwater Management Report, Tremble Subdivision, Project No.:161-12124,

Date November 2016

SCHEDULE "F"

IDENTIFICATION OF CONDITIONS OF DRAFT PLAN APPROVAL IMPOSED BY THE COUNTY OF GREY

1. The Corporation of the County of Grey File No. 42-T-2005-08 – Draft Approval with 14 Conditions dated July 21, 2009.

SCHEDULE "G"

Identification of Engineering Standards

The Current Municipal Servicing Standards of The Corporation of the Municipality of WEST GREY from time to time.

SCHEDULE "H"

ENGINEERING ESTIMATE OF THE COST OF THE WORKS