

**The Corporation of the Municipality of West Grey**  
**By-law Number 37 - 2017**

**BEING** a By-law to authorize the Mayor and CAO/Deputy Clerk to enter into an Amending Subdivision Agreement with Maple Hill Estates Inc.;

**WHEREAS** the Council of the Municipality of West Grey deems it necessary in the public interest to enter into an Amending Subdivision Agreement with Maple Hill Estates Inc., being owner of lands described as Lots 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 21, 34, 35, 36, 37, 38, 39, 40 and 41 all on Plan 16M29, Municipality of West Grey (Geographic Township of Glenelg), now the Municipality of West Grey; County of Grey.

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

1. **THAT** the Mayor and CAO/Deputy Clerk are hereby authorized to sign an Amending Subdivision Agreement with Maple Hill Estates Inc., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** By-law Number 49-2011 is hereby repealed.
3. **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 17<sup>th</sup> day of April, 2017.

Read a third time and finally passed this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Larry C. Adams, CAO/Deputy Clerk

**Schedule "A" to By-law Number 37 - 2017**

**MUNICIPALITY OF**



**AMENDING SUBDIVISION AGREEMENT**  
**MAPLE HILL ESTATES INC.**

**MUNICIPALITY OF WEST GREY**  
**AMENDMENTS TO SUBDIVISION**  
**AGREEMENT**

THIS AGREEMENT made in quadruplicate on the 17<sup>th</sup> day of April, 2017.  
BETWEEN:

**MAPLE HILL ESTATES INC.**

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

WHEREAS the DEVELOPER and WEST GREY entered into a Subdivision Agreement dated the 18<sup>th</sup> day of June, 2009 (the "AGREEMENT") with respect to certain land which includes the lands described in Schedule "A" (the "LANDS") which was registered in the Land Titles Office at Owen Sound on July 9<sup>th</sup>, 2009 as Instrument No. GY17038;

AND WHEREAS the DEVELOPER and WEST GREY wish to amend certain terms of the AGREEMENT; AND WHEREAS the LANDS are all lots on PLAN 16M29;

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. Amendments to Phasing**

The first 4 Phases provided for in the 7<sup>th</sup> recital of the AGREEMENT are hereby amended and reconstituted so that the 7<sup>th</sup> recital in the AGREEMENT shall now read as follows:

"AND WHEREAS the DEVELOPER and WEST GREY have agreed that the subdivision may proceed in a "phased" manner (referred to herein as each PHASE) so that:

PHASE 1 will consist of the development of Lots 1 to 7 inclusive and Lots 23 to 31 inclusive;

PHASE 2 will consist of the development of Lots 19 to 22 inclusive and Lots 32 to 36 inclusive;

PHASE 3 will consist of the development of Lots 15 to 18 inclusive and Lots 37 to 40 inclusive; and

PHASE 4 will consist of the development of Lots 8 to 14 inclusive and Lot 41."

**2. SECURITY**

- a) Section 1(c) (iv) of the AGREEMENT provides for the security for the uncompleted WORKS in any PHASE and WEST GREY acknowledges that it has received security in the amount of \$67,620.00 (the "SECURITY") from the DEVELOPER.
- b) Provided that the WORKS in each PHASE have been completed to the satisfaction of WEST GREY and its engineers under the terms of the AGREEMENT, WEST GREY and the DEVELOPER agree that the SECURITY for that completed PHASE shall continue to stand as security for the next PHASE until such time as PHASE 4 has been completed in accordance with the terms of the AGREEMENT to the satisfaction of WEST GREY and its engineers.

**3. SCHEDULE "C"**

The third paragraph of Schedule "C" to the AGREEMENT shall be amended to now read as follows:

"Drawing No. 104803-00 (General Plan) with latest revision date April 12, 2017;"

THIS AGREEMENT shall be binding upon and enure to the benefit of both parties hereto and their respective heirs, estate trustees, successors and assigns.

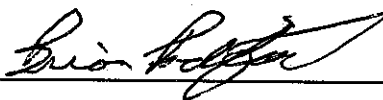
IN WITNESS WHEREOF the Party of the First part and the Party of the Second Par have affixed their signatures attested by the hands of its duly authorized officers.

**MAPLE HILL ESTATES INC.**

)

)

Per:

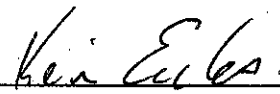


Brian Padfield, President

I have authority to bind the corporation.

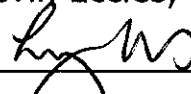
**THE CORPORATION OF THE  
MUNICIPALITY OF WEST GREY**

Per:



Kevin Eccles, Mayor

Per:



Larry C. Adams, CAO/Deputy Clerk

We have authority to bind the corporation.

**SCHEDULE "A"**

**DESCRIPTION OF LANDS**

Lots 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 21, 34, 35, 36, 37, 38, 39, 40 and 41 all on Plan 16M29, Municipality of West Grey (Geographic Township of Glenelg, County of Grey).

Not Part of By-law



**HENDERSON PADDON & ASSOCIATES LIMITED**  
 CIVIL & ENVIRONMENTAL ENGINEERING CONSULTANTS  
 1000 HWY 104, SUITE 100, MARKHAM, ONTARIO L3R 9V7  
 TEL: (905) 477-2277

**GENERAL PLAN**  
**MAPLE HILL ESTATES INC.**  
**MUNICIPALITY OF WEST GREY**

Client:	MR. BRIAN PADFIELD
Sheet:	SHP/AS
Scale:	1:1,500
Drawn:	A.A.G.
Checked:	C.L.P.
Date:	FEB. 2007
Drawing No.:	104803-00

DATE	REVISION / ISSUE
APR 13 07	REVISED PHASE II BOUNDARY
MAY 21 06	FINAL PLANS AND SACA SUBMISSION
MAY 21 06	SUBVERSION AGREEMENT
JAN 14 06	FINAL LAYOUT
NOV 13 05	PHASE I AND II STAGE I AND STAGE II

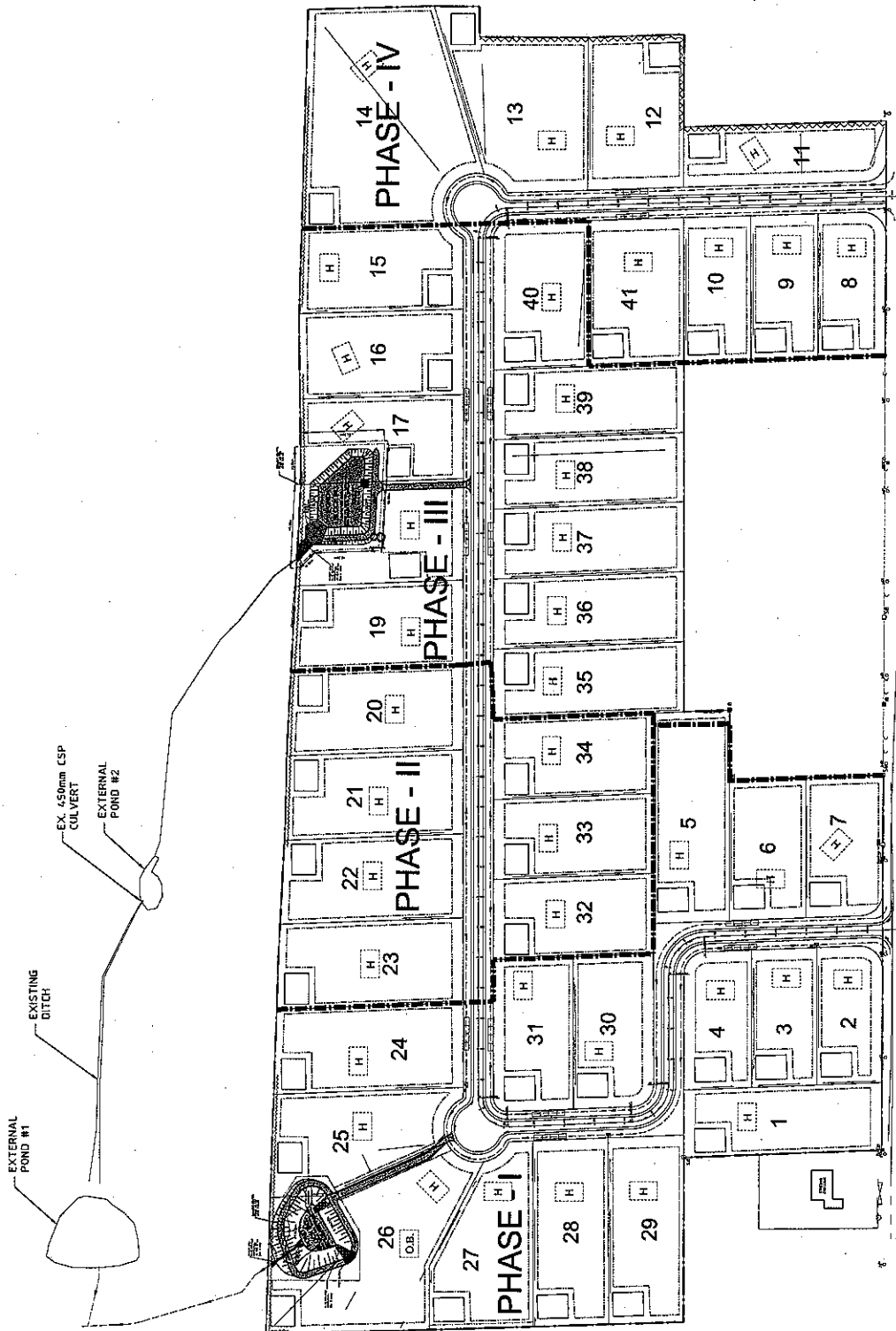
**LEGEND**

**EXISTING FEATURES**

- 1" = 10' CONCRETE DRIVE
- 1" = 10' ASPHALT DRIVE
- 1" = 10' EXISTING WATER WALK
- 1" = 10' HYDRO POLE
- 1" = 10' ANCHOR
- 1" = 10' TELEPHONE PEDestal
- 1" = 10' OVERHEAD HYDRO
- 1" = 10' MARK TOPOGRAPHIC - CONTOUR LINE
- 1" = 10' MARK TOPOGRAPHIC - CONTOUR LINE
- 1" = 10' TREE / BUSH LINE
- 1" = 10' EXISTING GRADE

**PROPOSED WORKS**

- 1" = 10' PROPERTY BOUNDARY
- 1" = 10' ROAD CENTERLINE
- 1" = 10' EDGE OF PAVEMENT
- 1" = 10' EDGE OF DRIVE
- 1" = 10' DITCH LINE (GRASS LAND)
- 1" = 10' 1% OF SLOPE/FULL/OUT
- 1" = 10' UNLESS OTHERWISE NOTED
- 1" = 10' ROAD CROSSINGS 4000 x 18 (EXCEPT AS INDICATED)
- 1" = 10' BUILDING ENVELOPE
- 1" = 10' SEPTIC SYSTEM TILE BED
- 1" = 10' FINISHED GRADE
- 1" = 10' FINISHED GRADE AT PROPOSED DRAINAGE
- 1" = 10' PROPOSED SURFACE WATER FLOW DIRECTION
- 1" = 10' PROPOSED 800-800 302/300/300 DEPTH ON CONCRETE (AS PER O.P.S.D. 10/10/0)
- 1" = 10' 300' FENCE
- 1" = 10' STRAW BALES/PALE TEMPS
- 1" = 10' 100W HPS LUMINAIRE (DURA STAR 20-115)
- 1" = 10' 100W HPS LUMINAIRE (DURA STAR 20-115)
- 1" = 10' 100W HPS LUMINAIRE (DURA STAR 20-115)
- 1" = 10' NEW BARRICADE (WOOD JOISTING USE)
- 1" = 10' 100' H.P. SECURITY FENCE



BM720243 ELEV=187.926  
 CHANGE GRADE TO BE INDICATED BY A DOTTED LINE. THE POSITION OF THE LINE, LOCATIONS, WATERWAYS, SEWERS, STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL VERIFY THE POSITION OF SUCH UTILITIES AND STRUCTURES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO.

**NOTE:**  
 THE POSITION OF THE LINE, LOCATIONS, WATERWAYS, SEWERS, STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL VERIFY THE POSITION OF SUCH UTILITIES AND STRUCTURES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF WEST GREY AND THE PROVINCE OF ONTARIO.