

The Corporation of the Municipality of West Grey

Bylaw No. 68-2022

Being a Bylaw to authorize the Mayor and CAO/Clerk to enter into a Subdivision Agreement with Tiffany Development Corporation;

Whereas the Council of the Municipality of West Grey deems it necessary in the public interest to enter into a Subdivision Agreement with Tiffany Development Corporation being owners of lands described as Part of divisions 2 and 3, concession 1, part of lot 24 east of the Garafraxa road (EGR), geographic Township of Glenelg, now in 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 a Subdivision Agreement with Tiffany Development Corporation, 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 12th day of July, 2022. Read a third time and finally passed this 12th day of July, 2022.

Mayor Christine Robinson

Clerk Genevieve Scharback

Schedule "A" to Bylaw No. 68-2022

Municipality of West Grey
Subdivision Agreement

This Agreement made in quadruplicate on this 12th day of July, 2022

Between TIFFANY DEVELOPMENT CORPORATION

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 is the registered owner of the lands described in 'Schedule A' attached hereto (hereinafter referred to as 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 they are the registered owner of the lands and has applied to the County of Grey for approval of 118 single detached dwelling units (lots 1-118), and a maximum of 87 townhouse units, or a minimum of 49 townhouse units in five multi-family block (blocks 119-123). The application includes the creation of four new streets (labelled as streets 'A' – 'D'), in addition to the extension of Jackson Street. One block will be provided for parkland dedication purposes (block 125) and one stormwater management block (block 124). Plan of Subdivision hereinafter called the 'PLAN', the draft of which is on file at the municipal offices of WEST GREY and is attached as '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 network, utilities, internet and telephone services; (collectively hereinafter referred to as the 'WORKS').

AND WHEREAS WEST GREY further requires the DEVELOPER 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 the 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 of which is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1.0 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 section 3 a) and 3 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 19 herein.
 - ii) Submit a general plan outlining the WORKS to be installed.
 - iii) Submit a detailed overall Lot Grading Plan (the 'GRADING PLAN') and a Surface Water Management Plan (the 'SURFACE 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 centreline 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 part of the agreement.
 - 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) Submit to the County of Grey and the Municipality of WEST GREY a digitized copy of the final PLAN in a format acceptable to the County of Grey and the Municipality of WEST GREY.
 - vi) Prior to the final approval of the PLAN the developer shall, prior to any grading or construction on site, and prior to final approval of the PLAN by the County of Grey, the owner shall prepare the following studies / reports, completed to the satisfaction of the Saugeen Valley Conservation Authority (items a-e) and the Municipality of WEST GREY (items a-f):
 - a. Final Stormwater Management Report,
 - b. Lot Grading Plan,
 - c. Environmental Impact Study,

- d. Sediment and Erosion Control Plan,
 - e. Final Lighting Plan demonstrating efforts toward dark sky compliance;
 - f. Final Landscaping Plan including required tree planting and tree preservation, and
 - g. Final road design, including active transportation requirements, sidewalks, emergency access and phasing and other design considerations as required.
 - vii) The DEVELOPER shall carry out or cause to be carried out the works recommended in the approved SURFACE WATER MANAGEMENT PLAN and GRADING PLAN to the satisfaction of the SVCA.
 - viii) Submit to the County of Grey a digitized copy of the final PLAN in a format acceptable to the County of Grey.
- c) Prior to starting construction of the WORKS the DEVELOPER shall have;
- i) Conveyed Block 125 as parkland dedication pursuant to Section 51.1(1) of the *Planning Act, R.S.O. 1990*, as amended.
 - ii) Conveyed Block 124 to WEST GREY at the time the PLAN is registered for stormwater management purposes.
 - iii) The DEVELOPER shall dedicate all road allowances on the PLAN as public highways to the Municipality of WEST GREY. This shall include areas to be set aside for daylighting triangles.
 - iv) The DEVELOPER shall agree that the internal streets dedicated in these conditions shall be named to the satisfaction of the MUNICIPALITY.
 - v) The DEVELOPER shall agree that all dead ends and open sides of road allowances created by this draft plan to be terminated in 0.3 metre reserves to be dedicated free and clear of encumbrances to the MUNICIPALITY.
 - vi) Engaged a Consulting Engineer to carry out the services set out in clause 4. DEVELOPER'S CONSULTING ENGINEERS.
 - vii) Submitted and obtained WEST GREY approval of the plans for road design, sidewalks, and lighting in accordance with clause 5. APPROVAL OF PLANS.
 - viii) That all light standards throughout the subdivision direct the light downwards to as to avoid creating a nuisance to adjacent landowners and / or passing motorists.
 - ix) At the time the PLAN is registered, provided security for any of the WORKS that are not yet completed equal to 40% of the uncompleted on-site WORKS,

and 100% of the off-site works, as estimated by Cobide Engineering Inc., and as shown on schedule 'H', which security may be in the form of cash or an irrevocable Letter of Credit from a Canadian Chartered Bank, Credit Union, or Caisse Populaire.

d) Prior to offers of residential lots for sale, the DEVELOPER shall have:

- i) The DEVELOPER shall ensure that provisions to satisfy subsection 59(4) of the Development Charges Act, 1997, R.S.O. 1997, as amended are included in all offers of purchase and sale.

e) 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; and
- iv) Arranged for and installed, if necessary, water, sanitary and storm sewers, hydro, telephone and internet services, which shall be available at the frontage of each subject lot.

2.0 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 the Works Plan.

Schedule 'D' – General Servicing Plan.

Schedule 'E' – Lot Grading Plan.

Schedule 'F' – Identification of Final Stormwater Management Plan.

Schedule 'G' – Conditions of Draft Plan Approval imposed by the County of Grey.

Schedule 'H' – Identification of Engineering Standards

Schedule 'I' – Engineering Estimate of the Cost of the WORKS.

Schedule 'J' – Land Easements

3.0 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, registration of the agreement against the lands, 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.

4.0 DEVELOPER'S CONSULTING ENGINEERS

The DEVELOPER shall employ Engineers registered with the Association of Professional Engineers of Ontario 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 Engineering 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.

5.0 APPROVAL OF PLANS

- a) Prior to the signing of 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 specification 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.
- c) Prior to the final approval of the PLAN, the developer shall submit detailed plans showing the proposed phasing plan for review and approval by WEST GREY.
- d) The registration of the plan may occur in phases, as approved by the Municipality, as laid out in the subdivision agreement. That the development and registration of the phases shall be in accordance with sound engineering principles, including servicing upgrades along Durham Road East to the satisfaction of the Municipality.

6.0 WORKS TO BE INSTALLED

- a) The WORKS to be installed by the DEVELOPER are: the provision of the paved roads including curb and gutter, sidewalks, street lighting in accordance with international dark sky standards, watermain, storm and sanitary sewers and structures, water and sanitary services to property line, surface and stormwater management and grading works, hydro-electric services, cable TV, gas, telephone and internet services shall also be provided to the 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, and 17 of this agreement (the 'LOT OWNERS' WORKS').

7.0 WATER AND WASTEWATER ALLOCATION

- a) Sanitary sewer and water supply allocations shall be committed by the Municipality of West Grey for this development for a total of 205 residential units.

8.0 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 Director, 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' as performance securities.

- b) After the DATE OF ACCEPTANCE, and upon completion of final occupancy on 50% of the lots within the development, WEST GREY shall assume winter road maintenance and refuse collection. Any entry by WEST GREY prior to this period shall not be deemed an acceptance of the WORKS by WEST GREY.
- c) After the DATE OF ACCEPTANCE, and upon completion of home construction on 50% of the lots within the development, the Streets within Phase 1 on the Draft Plan of Subdivision dated May 25, 2021, which was given draft approval on August 19, 2021 shall be conveyed to the Municipality of WEST GREY.
- d) Easements and land dedication as may be required for access, gas, utilities, communications, telecommunications, servicing, drainage and construction purposes shall be granted to the Municipality of WEST GREY and appropriate agencies or authorities, to their satisfaction free and clear of all encumbrances.
- e) Upon installation of the sanitary and water services, the DEVELOPER shall complete the upgrades to the existing road base on Durham Road East and construct the balance of streets A through D and the extension of Jackson Street to the Municipality of WEST GREY standards ready for inspection by WEST GREY'S Engineer or Public Works Director and the SVCA for acceptance of same. Upon completion of the standard base course hot mix and all other services associated with this development, the Developer may request an inspection for Substantial Completion. Street A through D shall be named Blueberry Lane, Rustic Oak Street, Sugar Maple Boulevard, Elberry Drive and Forest Hill Road respectively.
- f) Upon such a request, WEST GREY'S Engineer or Public Works Director shall carry out an inspection of same. The DEVELOPER shall promptly make any required corrections. Once WEST GREY'S Engineer or Public Works Director 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, save and except the cost to complete the final surface lift of hot mix.
- g) Upon completion of eighty percent (80%) of the building lot development, or on the written mutual agreement of WEST GREY and the DEVELOPER, the DEVELOPER may complete the installation of the road with hot mix asphalt as detailed in Schedule 'I' hereto, or, in the alternative, the DEVELOPER may agree to pay to WEST GREY a sum of money equal to the estimated cost of doing so.
- h) 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.

9.0 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.

9.0 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.

10.0 REPAIR OF DAMAGES

The DEVELOPER shall repair any damage caused to any existing road, or existing structure or works located on or under the existing road allowances, 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.

11.0 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 they have 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 management works as shown on the Registered Plan and / or any related Reference Plan(s).

12.0 INSURANCE

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

13.0 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 836 Normandy Drive, Woodstock, ON N4T 0E6 and to WEST GREY at 402813 Grey Road 4, Durham, ON N0G 1R0 and shall be effective as of the fourth business day after the deposit thereof in the Post Office.

14.0 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.

15.0 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;
- b) Obtained any required approvals for sewage and water hookups; and
- c) Installed water services to the individual lots, a sanitary sewer collection system, and storm sewer and drainage works, and the Municipality's Engineer has issued a Certificate of Substantial Completion and Acceptance (underground services).

16.0 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 construction to the satisfaction of WEST GREY Works Department and in accordance with the GRADING PLAN.
- 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, internet, cable and gas have been installed.

17.0 DISPLAY MAP

The DEVELOPER shall, prior to offering any of the residential lots for purchase, place a display map on the wall of the sales office within Phase 1 lands in a place visible to the public, which indicates the location and relevant details of all sidewalks, trails, bike lanes, community mailboxes, parks, environmental protection areas, fencing, stormwater management area, landscaping, streetlights, roads, buffer areas, construction staging and adjacent land uses. All display maps shall be submitted to and approved by the MUNICIPALITY prior to their use.

18.0 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.

19.0 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.

20.0 DEVELOPMENT CHARGES

The DEVELOPER agrees that Development Charges, processing, and administration fees be paid in accordance with the Municipal, County, and school board policies and by-laws.

The DEVELOPER shall include provisions whereby all offers of purchase and sale will include information that satisfies subsection 59(4) of the *Development Charges Act, 1997, SO 1997, c.27*.

21.0 PARKLAND DEDICATION

The OWNER shall convey 5% of the land (which includes block 125 that shall be conveyed for parkland dedication purposes pursuant to this Agreement), and or cash-in-lieu for parkland dedication purposes to the MUNICIPALITY for parkland and / or trail purposes to the satisfaction of the MUNICIPALITY according to the Phasing Plan.

22.0 DRAFT PLAN

The County of Grey Draft Plan Conditions shall form part of this Agreement and are referred to in the attached Schedule 'G'. The DEVELOPER undertakes to comply with all such conditions prior to release of the plan for registration.

23.0 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%) percent 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, R.S.O. 1990, as amended* and 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 remedies being cumulative. This section applies also the roads and road drainage.

24.0 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.

25.0 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 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 attached only to such provision and everything else in this agreement continues to be in full force and effect.
- 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 of the Party of the First Part and the Party of the Party of the Second Part have affixed their signatures attested of its duly authorized officers.

Tiffany Development Corporation

Per: _____

Walter Broos, President

I have the authority to bind the corporation.

The Corporation of the Municipality of West Grey

Per: _____

Christine Robinson, Mayor

Per: _____

Laura Johnston, CAO/Deputy Clerk

We have the authority to bind the corporation.

SCHEDULE 'A'

DESCRIPTION OF THE LANDS BEING SUBDIVIDED

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

Part of divisions 2 and 3, concession 1, part of lot 24 east of the Garafraxa road (EGR), geographic township of Glenelg, now in the Municipality of West Grey, County of Grey

SCHEDULE 'B'

IDENTIFICATION OF THE DRAFT PLAN OF SUBDIVISION

This approval applies to the draft Plan of Subdivision for the lands being part of divisions 2 and 3, concession 1, part of lot 24 east of the Garafraxa Road (EGR), geographic township of Glenelg, now in the Municipality of West Grey, County of Grey, prepared by Cobide Engineering Inc. (01840-DP-1) dated May 25, 2021 showing the following:

- a. 118 single detached dwelling units (lots 1-118)
- b. A maximum of 87 townhouse units, or a minimum of 49 townhouse units in five multi-family blocks (blocks 119-123)
- c. Four new streets (labelled as streets 'A' – 'D'), in addition to the extension of Jackson Street,
- d. One block for parkland dedication (block 125), and
- e. One stormwater management block (block 124).

SCHEDULE 'C'

IDENTIFICATION OF WORKS PLANS

SCHEDULE 'D'

GENERAL SERVICING PLAN

SCHEDULE 'E'

LOT GRADING PLAN

SCHEDULE 'F'

IDENTIFICATION OF FINAL STORMWATER MANAGEMENT PLAN

SCHEDULE 'G'

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

SCHEDULE 'H'

IDENTIFICATION OF ENGINEERING STANDARDS

SCHEDULE 'I'

ENGINEERING ESTIMATE OF THE COST OF THE WORKS

SCHEDULE 'J'

LAND EASEMENTS