

**Schedule "A" To By-Law Number 69 - 2020**

*West  
Grey*

**Subdivision Agreement**

**John Welton Custom Homebuilding Ltd.**

**Municipality Of West Grey**

**Subdivision Agreement**

THIS AGREEMENT made in quadruplicate on the 12<sup>th</sup> day of July, 2022.

BETWEEN:

**John Welton Custom Homebuilding 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

**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 78 single detached, 37 semi-detached and a maximum of 31 townhouse units 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 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 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 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.

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 SURFACE WATER MANAGEMENT PLAN and GRADING PLAN to the satisfaction of the SVCA.

vi) Submit to the County of Grey 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 a surface 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.

viii) Prior to the final approval of the PLAN by the County of Grey, submit a lighting plan demonstrating best efforts toward dark sky compliance within the street lighting of the approved draft plan of subdivision.

c) Prior to starting construction of the WORKS the DEVELOPER shall have:

i) Conveyed Block 183 as parkland dedication pursuant to section 51.1(1) of the

Planning Act, R.S.O. 1990, as amended.

- ii) Engaged a Consulting Engineer to carry out the services set out in clause 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) Provide a final Lighting Plan demonstrating efforts toward dark sky compliance.
  - v) At the time the PLAN is registered, provide 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 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 and telephone services, which shall be available at the frontage of each subject Lot.

## 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 "C-1" – General Servicing 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

Schedule "I" – Land easements

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

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 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; and
- 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. 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 roads 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, 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) Site lighting shall be the responsibility of the DEVELOPER and shall be dark sky compliant.
- 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").

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, which sum shall be retained by WEST GREY for a period of 12 months after the DATE OF ACCEPTANCE as performance securities.
- b) After the DATE OF ACCEPTANCE, and upon occupancy of 80% 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) After the DATE OF ACCEPTANCE, and upon completion of home construction on 80% of the lots within the development, the Streets within Phase 2 on the Draft Plan of Subdivision dated August 24, 2018, which was given draft approval on October 25, 2018, shall be conveyed to the Municipality of WEST GREY.
- d) Upon installation of the sanitary and water services the DEVELOPER shall complete the upgrades to the existing road base on Jackson Street and construct the balance of Streets A through D to the Municipality of WEST GREY standards ready for inspection by

WEST GREY'S Engineer or Public Works Manager 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 through D shall be named Eccles Avenue, Emerson Way, Tremble Drive and Sandy Lane, respectively.

- e) 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, save and except those related to the cost to complete the final surface lift of hot mix.
- f) 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 'H' 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.
- g) 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. 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. 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 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.

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 66 Kirby Avenue Collingwood, Ontario L9Y 2L3 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;
- b) obtained any required approvals for sewage and water hookups; and
- 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 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, cable and gas have been installed.

17. DISPLAY MAP

The DEVELOPER shall, prior to offering any of the residential lots for purchase, place a display map on the wall of sales office within Phase 2 lands in a place visible to the public, which indicates the location and relevant details of all sidewalks, trails, bike lanes, community mail boxes, parks, environmental protection areas, stormwater management area, landscaping, street lights, buffer areas, fencing, roads, construction staging and adjacent land uses. All display maps shall be submitted to and approved by the Municipality prior to their use.

18. 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. 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. DEVELOPMENT CHARGES

The DEVELOPER agrees that Development Charges, process 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, C. 27.

21. PARKLAND DEDICATION

The Owner shall convey 5% of the land (which included Block 182 pursuant to the agreement for Phase 1) that shall be conveyed for parkland dedication purposes and / or cash in lieu for parkland dedication purposes to the Municipality for parkland and / or trail purposes to the satisfaction of the Municipality in accordance with the Phasing Plan.

22. 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.

23. 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 roads 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.
- 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.

**John Welton Custom Homebuilding Ltd.**

Per: \_\_\_\_\_

**John Welton, President**

I have 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 authority to bind the corporation.

**Schedule "A" to Subdivision Agreement - Welton**

**DESCRIPTION OF LANDS BEING SUBDIVIDED**

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

**PART LOT 24, CONCESSION 1 DIVISIONS 2 & 3 EAST OF GARAFRAXA ROAD , GLENELG, PART 1,  
PLAN 16R11137, SAVE AND EXCEPT PLAN 16M66; MUNICIPALITY OF WEST GREY**

**Schedule "B" to Subdivision Agreement - Welton**

**IDENTIFICATION OF THE DRAFT PLAN OF SUBDIVISION**

**DRAFT PLAN OF SUBDIVISION**

**BY COBIDE ENGINEERING INC. (00701-DP-1)**

**DATED AUGUST 24, 2018**

**AND AS GIVEN DRAFT APPROVAL DATED OCTOBER 25, 2018**

**REFERRING TO FILE NO. 42-T-2018-05**

**A COPY OF WHICH IS AVAILABLE FOR VIEWING AT THE OFFICES**

**OF WEST GREY**

**Schedule "C" to Subdivision Agreement - Welton**

**IDENTIFICATION OF WORKS PLANS**

Plans and drawings prepared by Cobide Engineering Inc, Hanover, Ontario for John Welton Custom Homebuilding Ltd. Project No. 00701 comprised of:

<b>Drawing Name</b>	<b>Revision Date</b>	<b>Description</b>
00701-TS	April 23, 2021	Title Sheet
00701-C1	April 23, 2021	General Servicing Plan
00701-C2	April 23, 2021	Jackson Street Plan and Profile Sta.0+000 to Sta. 0+20
00701-C3	April 23, 2021	Jackson Street Plan and Profile Sta. 1+320 to Sta. 1+617.18
00701-C6	April 23, 2021	Emerson Way Plan and Profile Sta. 2+000 to Sta. 2+320
00701-C7	April 23, 2021	Emerson Way Plan and Profile Sta. 2+320 to Sta. 2+547.8
00701-C9	April 23, 2021	Emerson Way Plan and Profile Sta.3+380 to Sta. 3+601.5
00701-C11	April 23, 2021	Tremble Drive Plan and Profile Sta. 5+000 to Sta. 5+167.94
00701-C12	April 23, 2021	Sandy Lane Plan and Profile Sta. 6+000 to Sta. 6+166.93
00701-C13	April 23, 2021	Lot Grading Plan
00701-C11	April 23, 2021	Lot Grading Plan
00701-C15	April 23, 2021	Signage Plan
00701-ESC1	April 23, 2021	Erosion and Sedimentation Control Plan
00701-C16	April 23, 2021	Engineering Standards / Typical Cross Sections and Misc. Details
00701-C17	April 23, 2021	Miscellaneous Details 1
00701-C18	April 23, 2021	Miscellaneous Details 2
00701-C19	April 23, 2021	Miscellaneous Details 3

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

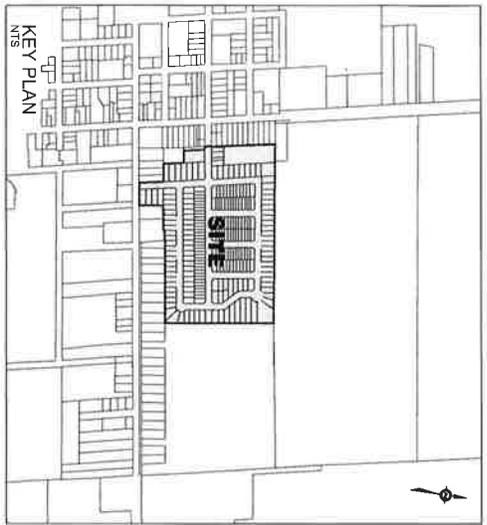
# SUNVALE HOMES - DURHAM SUBDIVISION MUNICIPALITY OF WEST GREY

CONTRACT NO. 21-00701-01

MAYOR : MS. CHRISTINE ROBINSON  
 CHIEF ADMINISTRATIVE OFFICER : MS. LAURA JOHNSTON  
 DIRECTOR OF INFRASTRUCTURE AND PUBLIC WORKS : MR. BRENT GLASIER

**OWNER :**

JOHN WELTON CUSTOM HOMEBUILDING LTD./ SUNVALE HOMES



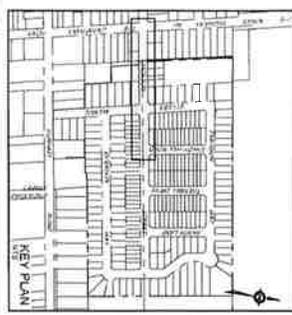
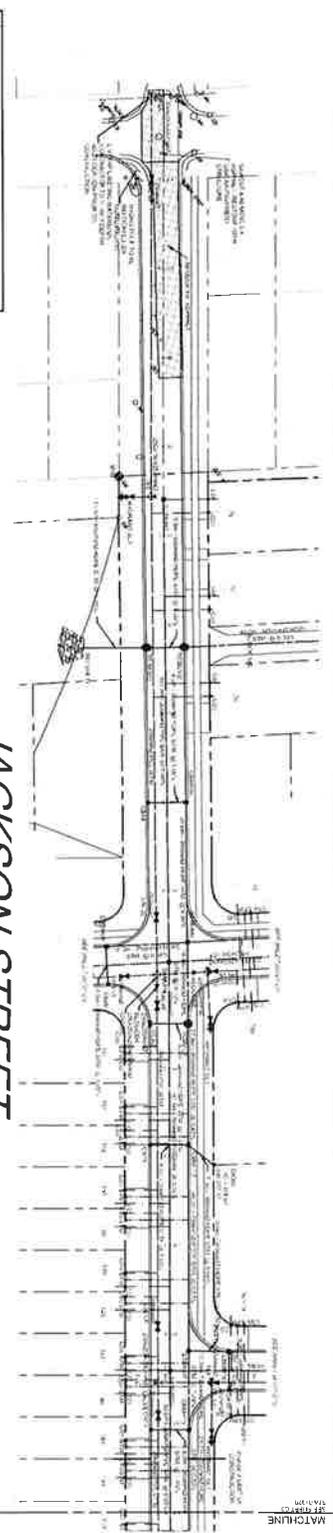
SHEET No.	DESCRIPTION
00701-C1	GENERAL SERVICING PLAN
00701-C2	JACKSON STREET STA. 0+000 TO STA. 0+320
00701-C3	JACKSON STREET STA. 0+320 TO STA. 0+617.78
00701-C4	ECLES AVENUE STA. 0+000 TO STA. 1+250
00701-C5	ECLES AVENUE STA. 1+250 TO STA. 1+450
00701-C6	EMERSON WAY STA. 2+000 TO STA. 2+320
00701-C7	EMERSON WAY STA. 2+320 TO STA. 2+547.8
00701-C8	EMERSON WAY STA. 2+547.8 TO STA. 3+200
00701-C9	EMERSON WAY STA. 3+200 TO STA. 3+501.5
00701-C10	SHADY HILL ROAD STA. 0+000 TO STA. 2+000.00
00701-C11	TREMBLE DRIVE STA. 5+000 TO STA. 5+167.84
00701-C12	SANDY LANE STA. 6+000 TO STA. 6+156.83
00701-C13	LOT GRADING PLAN
00701-C14	STORMWATER MANAGEMENT POND
00701-C15	SIGNAGE PLAN
00701-ES-C1	EROSION AND SEDIMENTATION CONTROL PLAN
00701-C16	ENGINEERING STANDARDS, MISCELLANEOUS DETAILS & TYPICAL CROSS-SECTIONS
00701-C17	MISCELLANEOUS DETAILS 1
00701-C18	MISCELLANEOUS DETAILS 2
00701-C19	MISCELLANEOUS DETAILS 3

COMPONENT © CORBIDE ENGINEERING INC.

OWNER AND CONTRACTOR TO BE ADVISED OF ANY CHANGES TO THE DRAWINGS AND SPECIFICATIONS AND TO SIGN AND DATE THE DRAWINGS AND SPECIFICATIONS IN THE PRESENCE OF THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE LOCATION OF UTILITIES, AND STRUCTURES, AND SHALL BE ADVISED OF ANY CHANGES TO THE DRAWINGS AND SPECIFICATIONS.

<p><b>CORBIDE</b> ENGINEERING INC. 1475 West Beaver Creek Road, Suite 100 Richmond Hill, Ontario L4B 3N2 Tel: (905) 882-2222 www.corbide.com</p>	
<p>SUNVALE HOMES - DURHAM SUBDIVISION Municipality of West Grey TITLE SHEET</p>	
<p>DATE: 2021-11-15</p>	<p>SCALE: AS SHOWN</p>
<p>DRAWING NO. 21-00701-01</p>	<p>DATE: 2021-11-15</p>



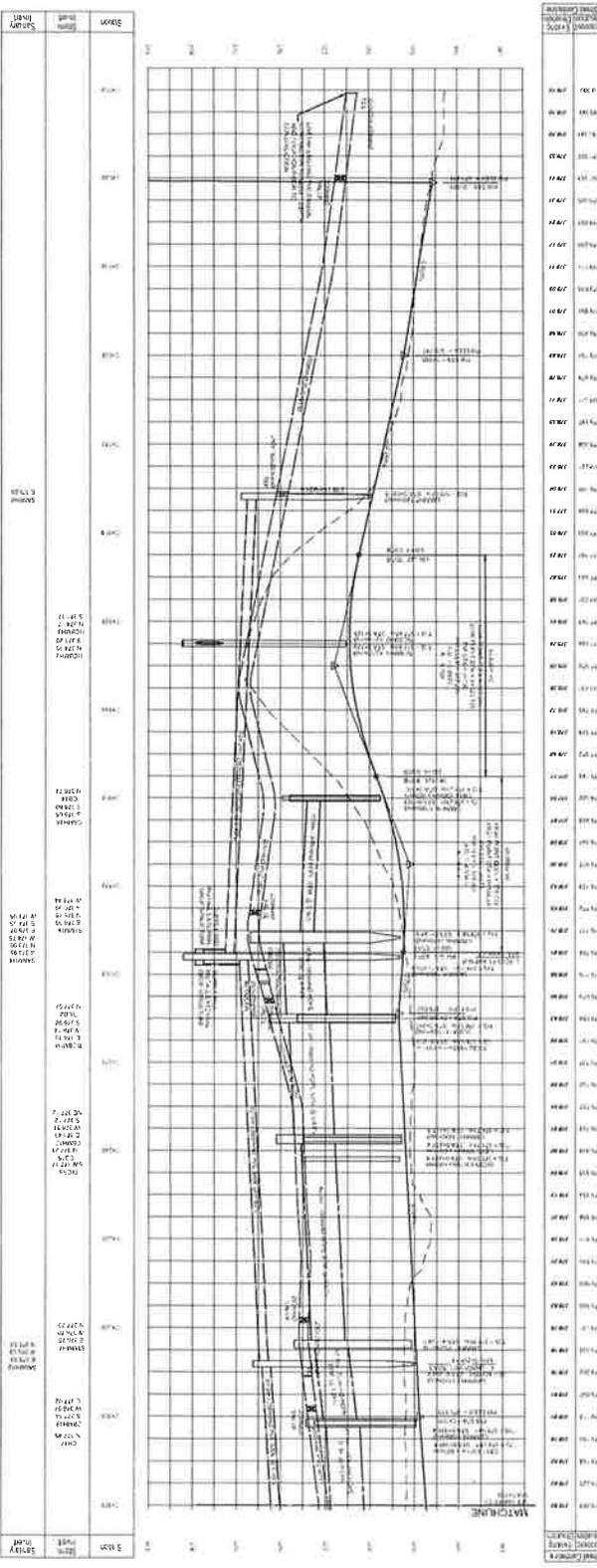


**LEGEND**

	Centerline		Right-of-Way
	Lane		Utility
	Sidewalk		Easement
	Driveway		Property Boundary
	Street Light		Survey Point
	Manhole		Spot Elevation
	Catch Basin		Proposed Elevation
	Sewer Line		Proposed Elevation
	Water Line		Proposed Elevation
	Gas Line		Proposed Elevation
	Electric Line		Proposed Elevation
	Telephone Line		Proposed Elevation
	Cable TV Line		Proposed Elevation
	Fire Hydrant		Proposed Elevation
	Fire Alarm Box		Proposed Elevation
	Fire Alarm Bell		Proposed Elevation
	Fire Alarm Control Panel		Proposed Elevation
	Fire Alarm Pull Station		Proposed Elevation
	Fire Alarm Sounder		Proposed Elevation
	Fire Alarm Control Unit		Proposed Elevation
	Fire Alarm Control Panel		Proposed Elevation
	Fire Alarm Pull Station		Proposed Elevation
	Fire Alarm Sounder		Proposed Elevation
	Fire Alarm Control Unit		Proposed Elevation

MAINTAIN MIN. 2' HORIZONTAL SEPARATION DISTANCE AND 1.5' VERTICAL SEPARATION BETWEEN ALL UTILITIES INCLUDING ALL CATCH BASINS, MANHOLES, AND FIRE ALARMS. SEE PLAN FOR DIMENSIONS.

IF THE EXISTING 12" DIAMETER SEWER AT CB AND CURB GATES AND TO REMAIN IN PLACE UNTIL ROAD PAVING IS COMPLETED.



**REVISIONS**

NO.	DATE	DESCRIPTION
1	04/22/21	ISSUED FOR PERMIT
2	04/22/21	REVISED CROSSINGS
3	04/22/21	REVISED CROSSINGS
4	04/22/21	REVISED CROSSINGS
5	04/22/21	REVISED CROSSINGS
6	04/22/21	REVISED CROSSINGS
7	04/22/21	REVISED CROSSINGS
8	04/22/21	REVISED CROSSINGS
9	04/22/21	REVISED CROSSINGS
10	04/22/21	REVISED CROSSINGS

**COBIDE ENGINEERING**

3111 S. 10th Street, Suite 100, Lincoln, NE 68502  
 402.478.1111  
 www.cobide.com

**SUNVALE HOMES - DURHAM SUBDIVISION**  
 Municipality of West Grey  
 JACKSON STREET  
 PLAN AND STREET  
 STA. 0+00 TO STA. 0+220

DATE: 04/22/21  
 DRAWN BY: JASON  
 CHECKED BY: JASON





**NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR SEWERAGE AND WATERWORKS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR UTILITIES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRWAYS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CANALS AND IRRIGATION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR RAILROADS.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TOWNSHIP AND COUNTY ROADS.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TRUCK AND TRAILER TRAILS.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR WATERWAYS.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR WINDMILLS.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR WOODS AND FORESTS.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR WRECKING AND DEMOLITION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR YACHTS AND BOATS.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR YARDS AND SHEDS.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ZONING AND PLANNING.

**MAINTAIN MIN. 2.5m HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAIN AND SANITARY DOWN SEWERS INCLUDING ALL CATCHBASIN LEADS EQUAL TO OR GREATER THAN SEPARATION IN EXISTING LINES.**

**GEOTEXTILE CLOTH TO BE INSTALLED UNDER ALL CE AND CE+M GRATES AND TO REMAIN IN PLACE UNTIL ROAD PAVING IS COMPLETED.**

**Standard Information**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR SEWERAGE AND WATERWORKS.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR UTILITIES.

**REVISION / ISSUE**

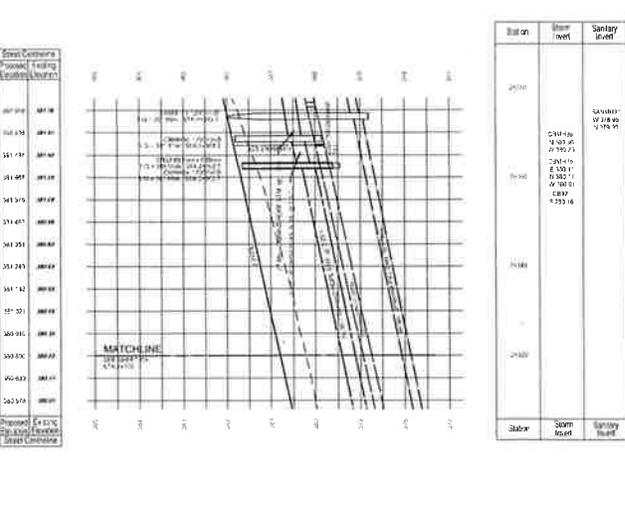
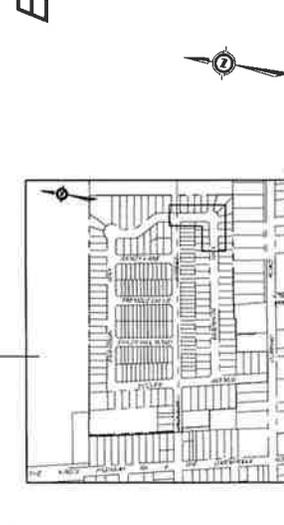
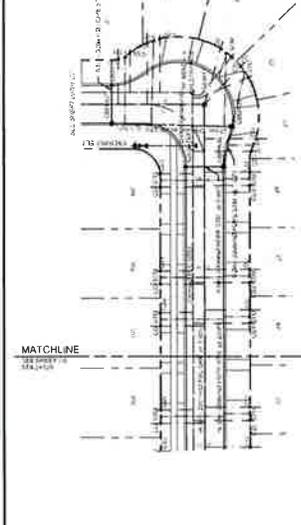
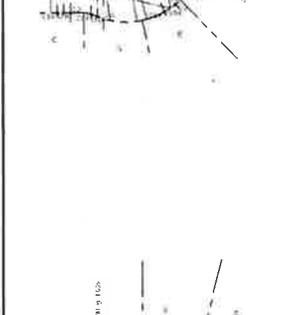
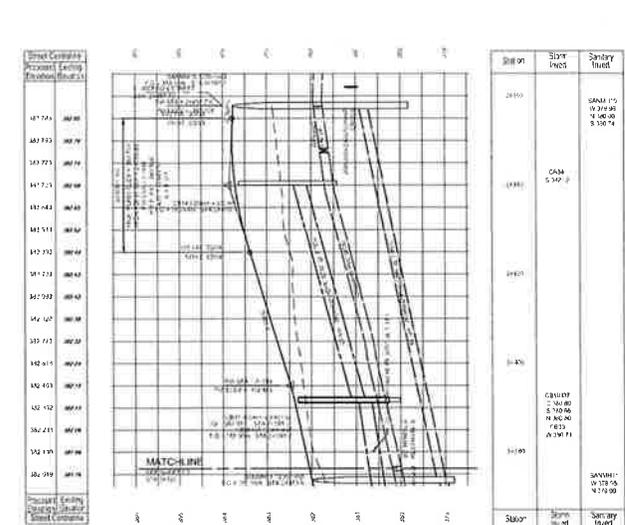
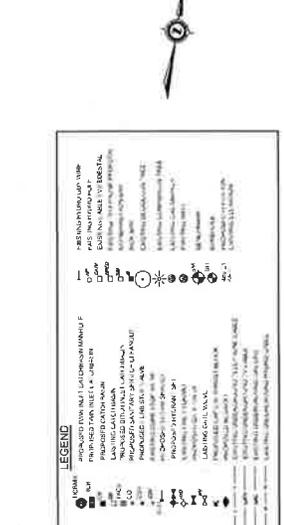
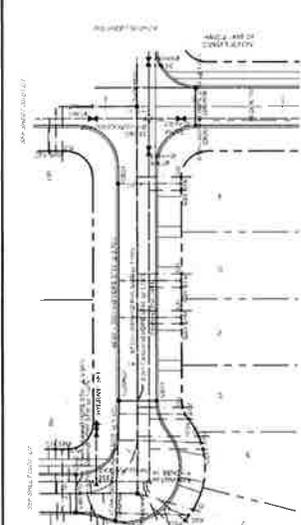
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2	02/15/2018	ISSUED FOR CONSTRUCTION
3	03/15/2018	ISSUED FOR CONSTRUCTION
4	04/15/2018	ISSUED FOR CONSTRUCTION
5	05/15/2018	ISSUED FOR CONSTRUCTION
6	06/15/2018	ISSUED FOR CONSTRUCTION
7	07/15/2018	ISSUED FOR CONSTRUCTION
8	08/15/2018	ISSUED FOR CONSTRUCTION
9	09/15/2018	ISSUED FOR CONSTRUCTION
10	10/15/2018	ISSUED FOR CONSTRUCTION
11	11/15/2018	ISSUED FOR CONSTRUCTION
12	12/15/2018	ISSUED FOR CONSTRUCTION

**COBIDE ENGINEERING INC.**  
 2177 HARBORVIEW DRIVE, DURHAM, ONTARIO L3R 9V9  
 TEL: (905) 276-1111 FAX: (905) 276-1112  
 WWW.COVIDE.COM

**SUNVALE HOMES - DURHAM SUBDIVISION**  
 Municipality of York Region  
**PLAN AND PROFILE**  
 STA. 2+320 TO STA. 2+547.8

**SUNVALE**

DATE: 01/15/2018  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]  
 SHEET NO.: [Number]









**NOTES:**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.
2. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBDIVISION PLAN AND SHALL BE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY OF WEST GREY.
3. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBDIVISION PLAN AND SHALL BE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY OF WEST GREY.
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**REVISIONS:**

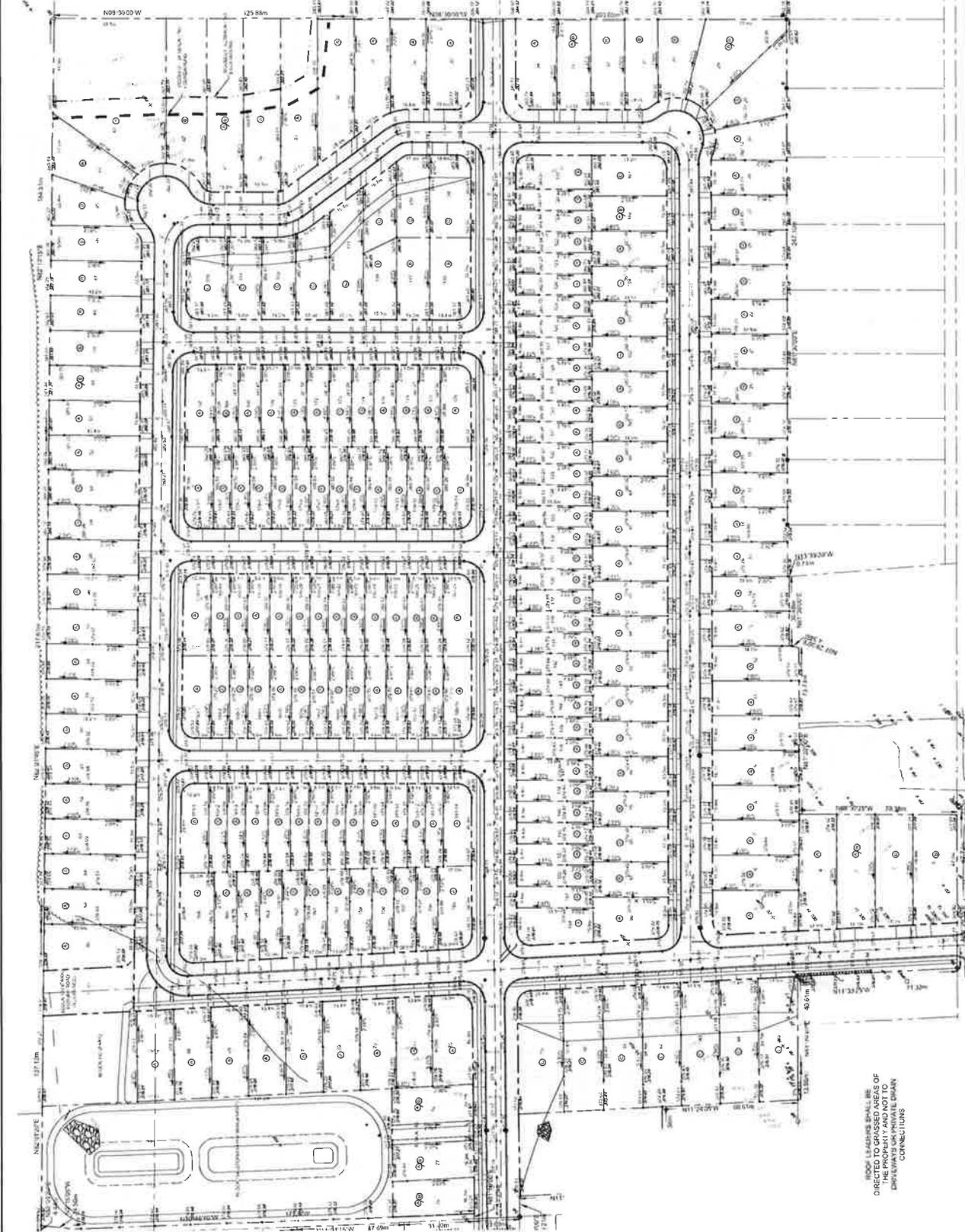
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100	REVISIONS TO GRADING PLAN	30/07/2025

**COBIDE ENGINEERING INC**  
 517 - 10th Street, Markham, Ontario M3B 1E1  
 Tel: (905) 477-1111  
 Fax: (905) 477-1112  
 Email: info@cobide.com

**SUNVALE HOMES - DURHAM SUBDIVISION**  
 Municipality of West Grey  
**LOT GRADING PLAN**

**SUNVALE**

DATE: 15/03/2024  
 DRAWN: J. SMITH  
 CHECKED: M. JONES  
 PROJECT NO: 2024-001



NOTES:  
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.  
 2. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBDIVISION PLAN AND SHALL BE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY OF WEST GREY.



**NOTES**

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
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**LEGEND**

- ✕ PROPOSED SIGN POST LOCATION
- PROPOSED SIGN POST LOCATION
- PROPOSED SIGN POST LOCATION
- ◆ PROPOSED SIGN POST LOCATION

**BENCHMARK INFORMATION**

ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	15/03/2024
2	ISSUED FOR PERMIT	15/03/2024
3	ISSUED FOR PERMIT	15/03/2024
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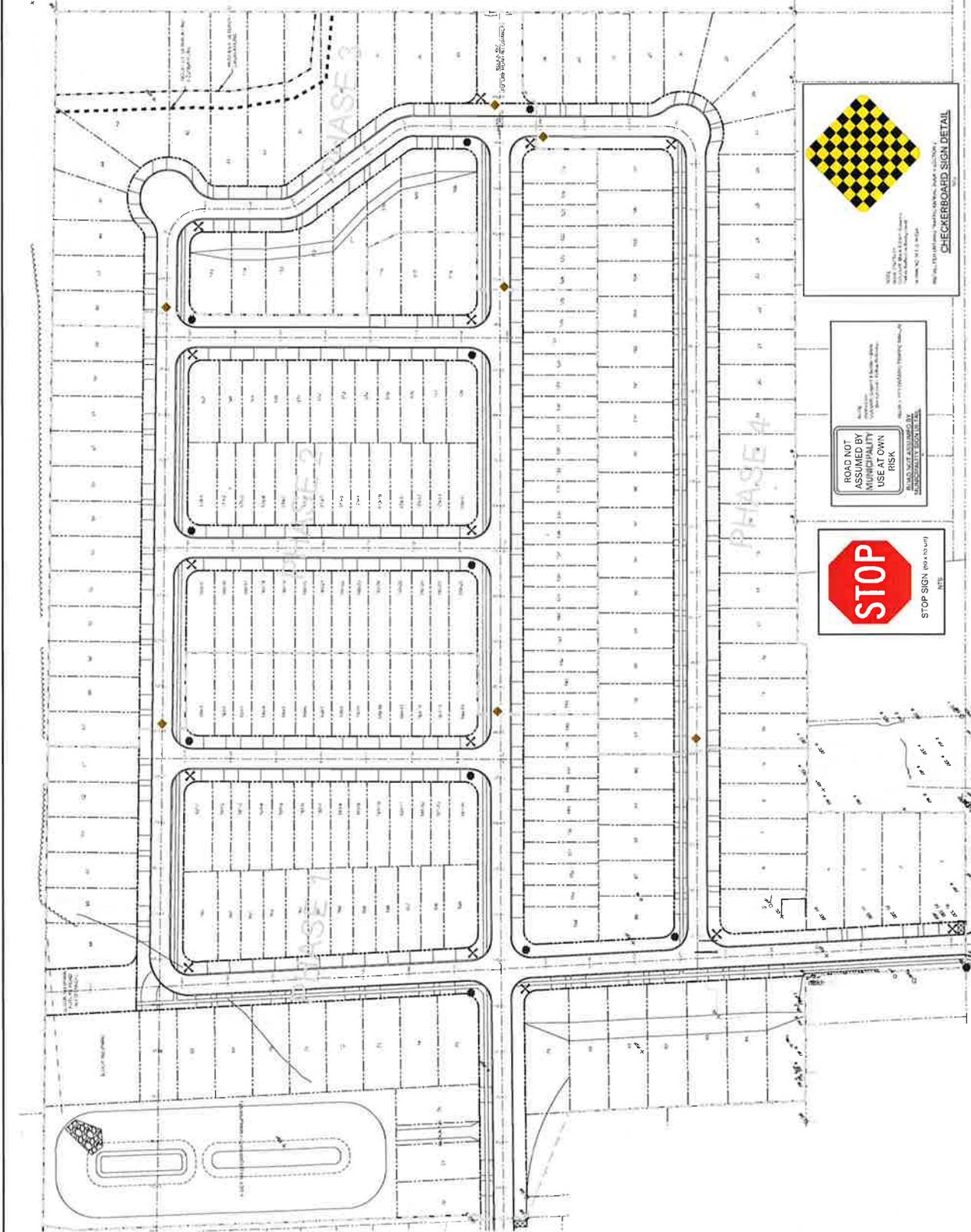


**COBIDE ENGINEERING INC.**  
 111 - 10th Street, Toronto, Ontario M5S 1A5  
 Phone: (416) 593-1111  
 Fax: (416) 593-1112  
 www.cobide.com

**SUNVALE HOMES - DURHAM SUBDIVISION**  
 Municipality of West Grey

**SUNVALE SIGNAGE PLAN**

DATE: 15/03/2024  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



**ROAD NOT ASSUMED BY MUNICIPALITY USE AT OWN RISK**

ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

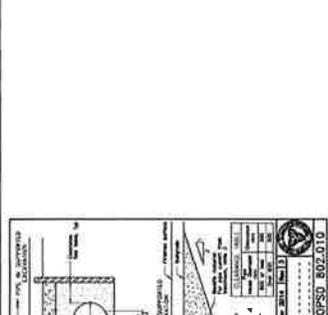




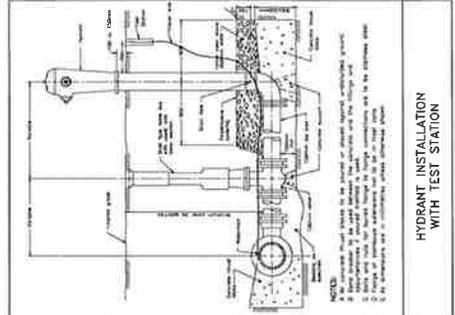




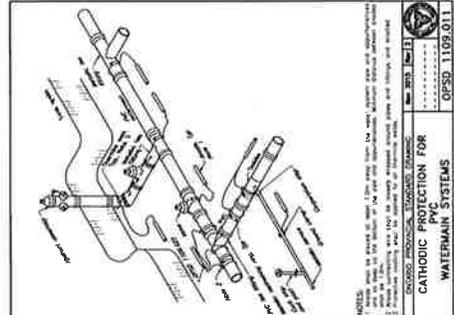
**CAUTION:** THESE DETAILS COVER THE INSTALLATION AND ERECTION OF THE STRUCTURE AND THE PIPE AND OTHER ACCESSORIES AND COMPONENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THE EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THE EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THE EXISTING UTILITIES AND STRUCTURES.



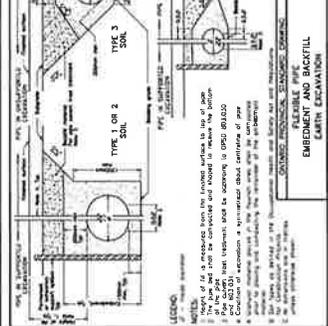
**OPSD 802.010**  
**EMBEDMENT AND BACKFILL**  
 FLEXIBLE PIPE  
 EARTH EXCAVATION



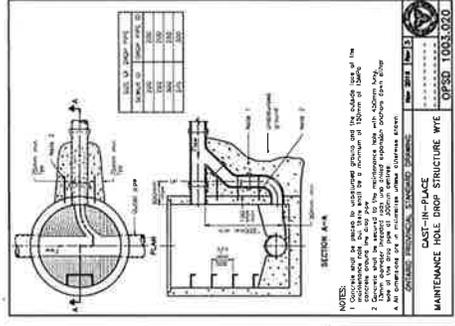
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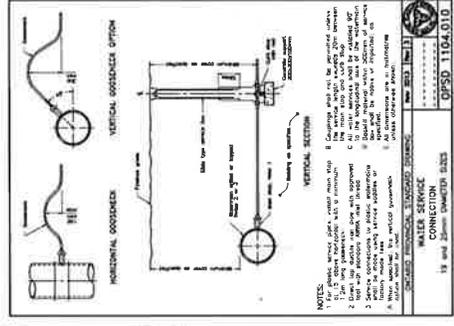
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**CATHODIC PROTECTION FOR WATERMAIN SYSTEMS**



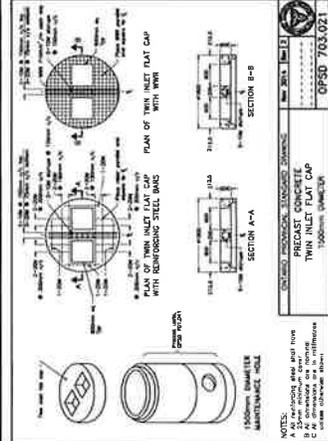
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**CAST-IN-PLACE MAINTENANCE HOLE DROP STRUCTURE WITH VERTICAL RISER**



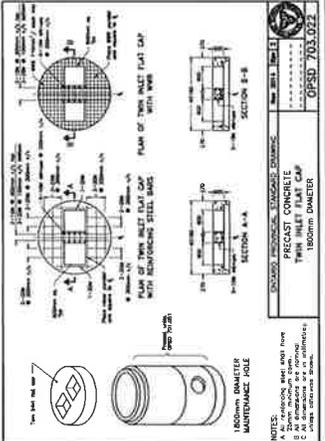
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**CAST-IN-PLACE MAINTENANCE HOLE DROP STRUCTURE WITH HORIZONTAL RISER**



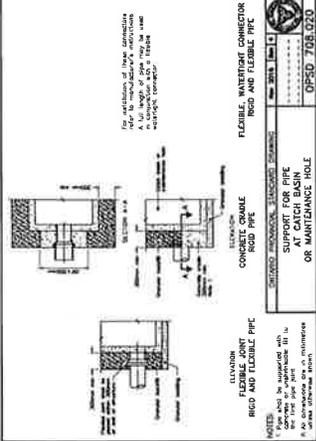
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**CAST-IN-PLACE MAINTENANCE HOLE DROP STRUCTURE WITH VERTICAL RISER**  
**CAST-IN-PLACE MAINTENANCE HOLE DROP STRUCTURE WITH HORIZONTAL RISER**



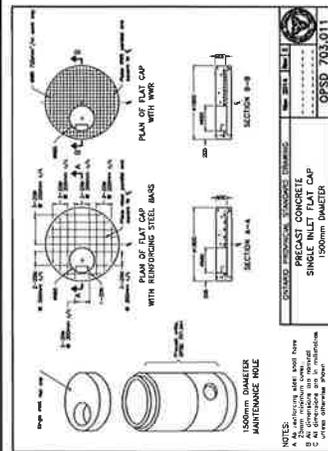
**OPSD 703.021**  
**PRECAST CONCRETE THIN INLET FLAT CAP WITH REINFORCING STEEL BARS**



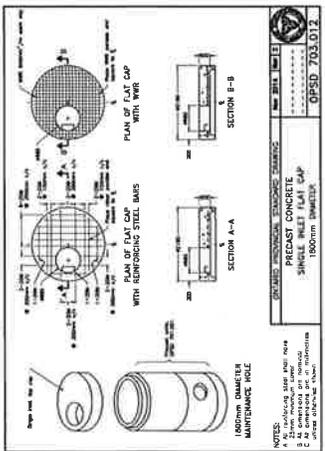
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**PRECAST CONCRETE THIN INLET FLAT CAP WITH REINFORCING STEEL BARS**



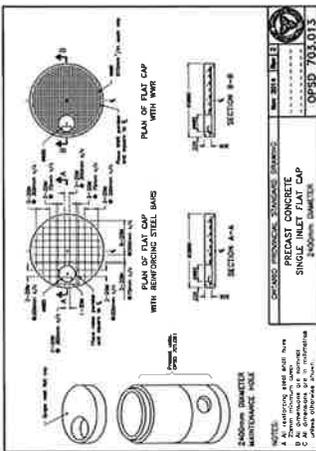
**OPSD 703.023**  
**FLEXIBLE, WATERTIGHT CONNECTOR ROD AND FLEXIBLE PIPE**



**OPSD 703.011**  
**PRECAST CONCRETE SINGLE INLET FLAT CAP WITH REINFORCING STEEL BARS**



**OPSD 703.012**  
**PRECAST CONCRETE SINGLE INLET FLAT CAP WITH REINFORCING STEEL BARS**



**OPSD 703.013**  
**PRECAST CONCRETE SINGLE INLET FLAT CAP WITH REINFORCING STEEL BARS**

**COBIDE ENGINEERING**  
 111 YORK STREET, 4TH FLOOR, WEST GREY, ONTARIO  
 (416) 291-1111

**SUNVALE**  
 111 YORK STREET, 4TH FLOOR, WEST GREY, ONTARIO  
 (416) 291-1111

**SUNVALE HOMES - DURHAM SUBDIVISION**  
 Municipality of West Grey  
 MISCELLANEOUS DETAILS 2

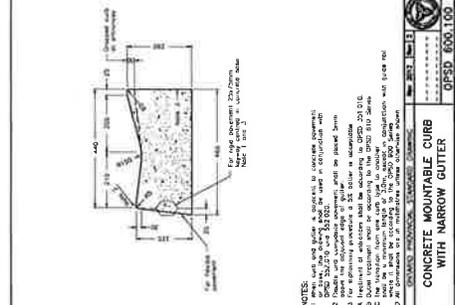
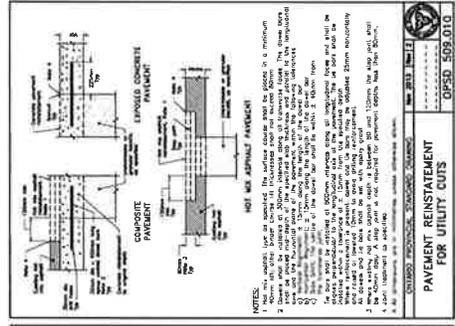
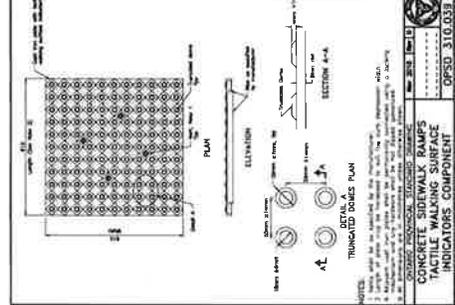
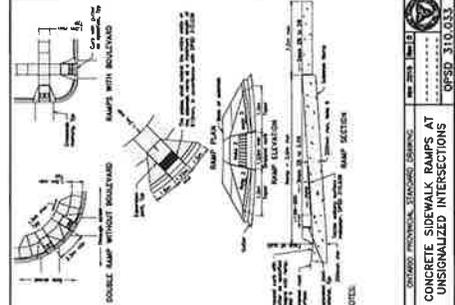
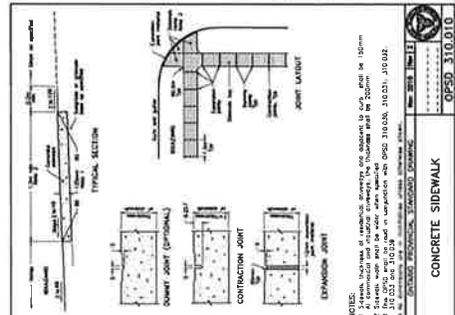
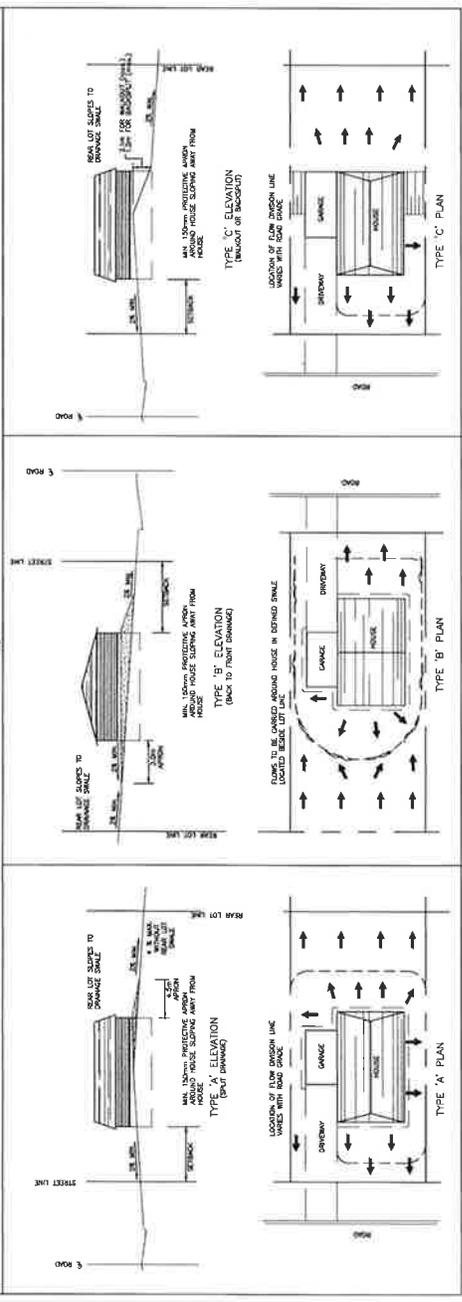
DRAWING NO. 00701-C18

THE DESIGN OF POLE LINES, CROSSBARS, WIREMANS, SPANS, STRUTS AND INSULATORS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE NATIONAL ELECTRICAL SAFETY BOARD (N.E.S.B.) AND THE NATIONAL ELECTRICAL SAFETY CODE (N.E.S.C.) AND SHALL BE APPROVED BY THE LOCAL ELECTRICAL INSPECTOR. ALL SUCH STANDARDS AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE AND SHALL BE SUBJECT TO THE DISCRETION OF THE DESIGNER.

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

LOT GRADING DETAILS



**COBIDE ENGINEERS INC.**  
 411 West Street, Suite 200, Orangeville, ON L9W 4G7  
 www.cobide.com

**SUNVALE**  
 Municipal Engineering Department

SUNVALE HOMES - DURHAM SUBDIVISION  
 Municipality of West Grey

MISCELLANEOUS DETAILS 3

DATE: 09/11/2011

**CONCRETE MOUNTABLE CURB WITH NARROW GUTTER**  
 OFSD 600.100

NOTES:  
 1. The curb shall be cast in place concrete.  
 2. The curb shall be cast in place concrete.  
 3. The curb shall be cast in place concrete.  
 4. The curb shall be cast in place concrete.

**PAVEMENT REINSTATEMENT FOR UTILITY CUTS**  
 OFSD 509.010

NOTES:  
 1. The pavement shall be cast in place concrete.  
 2. The pavement shall be cast in place concrete.  
 3. The pavement shall be cast in place concrete.  
 4. The pavement shall be cast in place concrete.

**CONCRETE SIDEWALK RAMP INDICATORS COMPONENT**  
 OFSD 310.033

NOTES:  
 1. The indicators shall be cast in place concrete.  
 2. The indicators shall be cast in place concrete.  
 3. The indicators shall be cast in place concrete.  
 4. The indicators shall be cast in place concrete.

**CONCRETE SIDEWALK RAMP AT UNSIGNALIZED INTERSECTIONS**  
 OFSD 310.033

NOTES:  
 1. The ramps shall be cast in place concrete.  
 2. The ramps shall be cast in place concrete.  
 3. The ramps shall be cast in place concrete.  
 4. The ramps shall be cast in place concrete.

**CONCRETE SIDEWALK**  
 OFSD 310.010

NOTES:  
 1. The sidewalk shall be cast in place concrete.  
 2. The sidewalk shall be cast in place concrete.  
 3. The sidewalk shall be cast in place concrete.  
 4. The sidewalk shall be cast in place concrete.

**Schedule "D" to Subdivision Agreement - Welton**

**LOT GRADING PLAN**

**Drawing No. 00701-C13 (Lot Grading Plan);**



**Schedule "E" to Subdivision Agreement - Welton**

**IDENTIFICATION OF FINAL STORM WATER MANAGEMENT PLAN**

**Stormwater Management Report, John Welton Custom Homebuilding Ltd. Project No.:00701**

**Dated: January 2018**

**Schedule "F" to Subdivision Agreement - Welton**

**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-2018-05 – Draft Approval with 42 Conditions dated October 25, 2018.**

Plan of Subdivision File No. 42T-2018-05 has been granted draft approval. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:

---

### *Draft Plan*

1. That this approval applies to the draft Plan of Subdivision for the lands being Part of Divisions 2 and 3 of Lot 24, Concession 1, East of the Garafraxa Road, geographic Township of Glenelg, Municipality of West Grey, County of Grey, prepared by Cobide Engineering Inc. (00701-DP-1) dated August 24, 2018, showing the following:
  - a. One hundred and eighteen (118) single detached residential lots (Lots 1 to 118);
  - b. Sixty (60) semi-detached residential lots (Lots 119 – 178)
  - c. A maximum of sixty-four (64) townhouse units, or a minimum of forty-eight (48) townhouse units in three multi-family blocks (Blocks 179 to 181);
  - d. Five (5) new Streets, labelled as Streets A – E, in addition to an extension of Jackson Street,
  - e. One (1) parkland block (Block 182),
  - f. One (1) block for parkland or a future road allowance (Block 183),
  - g. One (1) block for a future road extensions (Block 187), and
  - h. Three (3) storm water management and drainage blocks (Blocks 184 - 186).

### *Subdivision Agreement*

2. The Developer shall enter into a Subdivision Agreement with the Municipality agreeing to satisfy all requirements and conditions, financial and otherwise with respect to the provisions of the roads, sidewalks, drainage, installation of services, upgrade of services along Durham Road East, amenities, stormwater management, including the landscaping and fencing of the stormwater block, and other Municipal requirements.
3. The Developer shall agree in the Subdivision Agreement, that prior to any grading or construction on site, and prior to Final Approval of the subdivision by the County, the owner shall prepare the following studies/reports, completed to the satisfaction of the Municipality of West Grey:
  - a. Final Stormwater Management Report;
  - b. Lot Grading Plan;
  - c. Environmental Impact Study;
  - d. Sediment and Erosion Control Plan;
  - e. Final Road Design including active transportation requirements, sidewalks, emergency access and phasing and other design considerations as required; and
  - f. Final Landscaping Plan including required tree planting and tree preservation.

### *Registration of Subdivision Agreement*

4. The Subdivision Agreement shall be registered by the Municipality against the Lands to which it applies as provided under the Planning Act, R.S.O., C. P.13, in conjunction with the

registration of the Plan. A copy of the executed Subdivision Agreement shall be provided by the Municipality.

5. The Developer shall, prior to the final approval, submit detailed plans showing the proposed phasing of the Plan for review and approval by the Municipality.
6. 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.

### ***Water/Wastewater Allocation***

7. Sanitary sewer and water supply allocations shall be committed by the Municipality of West Grey for this development for a total of two hundred and forty-two (242) residential units at the time of draft approval of the Plan of Subdivision. Through this draft approval the Municipality confirms that such allocations are available for such purposes.

### ***Road Names/Road Dedications/Reserves***

8. The Developer shall agree in the Subdivision Agreement that all road allowances included on this Plan shall be shown and dedicated as public highways. This shall include areas to be set aside for daylighting triangles.
9. The Developer shall agree that the internal streets dedicated in these conditions shall be named to the satisfaction of the Municipality.
10. The Developer shall agree in the Subdivision Agreement to construct all roads to Municipal standards in effect at the time of construction.
11. The Developer shall agree in the Subdivision Agreement to construct all temporary cul-de-sacs as required by the Municipality and in accordance with municipal standards.
12. That any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be dedicated free and clear of encumbrances to the Municipality.

### ***Walkways and Pedestrian Paths***

13. The Developer shall agree in the Subdivision Agreement that sidewalks are to be developed in accordance with Municipal standards at the time of the construction, to the satisfaction of the Municipality.

## *Zoning*

14. Prior to final approval and registration of any phase of this Plan, the subject lands shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P.13.
15. The Developer shall, prior to final approval, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Plan, to the satisfaction of the Municipality.

## *Display Map*

16. The Developer shall agree in the Subdivision Agreement, prior to offering any of the residential lots for purchase, to place a display map on the wall of the sales office in a place visible to the public, which indicates the location and relevant details of all sidewalks, trails, bike lanes, community mail boxes, parks, environmental protections areas, stormwater management area, landscaping, street lights, buffer areas, fencing, roads, construction staging and adjacent land uses. All display maps shall be submitted to and approved by the Municipality prior to their use.

## *Development Charges*

17. The Developer shall agree in the Subdivision Agreement that Development Charges, processing, and administration fees be paid in accordance with the Municipal, County, and school board policies and by-laws.
18. The Subdivision Agreement between the Developer and the Municipality shall include provisions whereby all offers of purchase and sale will include information that satisfies Subsection 59(4) of the Development Charges Act, 1997, S.O. 1997, c. 27.

## *External Servicing*

19. Prior to final approval and registration of the Plan, the Developer shall design and construct at no cost to the Municipality, the external municipal sanitary sewer systems, municipal water facilities, stormwater management facilities and all appurtenances thereto as required to service the Plan, to the satisfaction of the Municipality, including entering into a pre-servicing and/or external works agreement with the Municipality.

## *Easements, Conveyances, and Parkland Dedication*

20. The Developer shall agree in the Subdivision Agreement that such easements and land dedication as may be required for access, gas, utilities, communications, telecommunications, servicing, drainage and construction purposes shall be granted to the appropriate agencies or authorities, to their satisfaction free and clear of all encumbrances.

21. The Developer shall agree in the Subdivision Agreement in words satisfactory to the Municipality, to grant to the communications / telecommunications service providers any easement that may be required for communication / telecommunication services. Easements may be required subject to final servicing decisions.
22. The Developer shall agree in the Subdivision Agreement that prior to commencing any work within the Plan, the Developer shall confirm that sufficient wire-line communication / telecommunication / fibre optics infrastructure is currently available within the proposed development to provide communication / telecommunication / fibre-optics service to the proposed development.
23. That the Owner shall convey 5% of the land and/or cash in lieu for parkland dedication purposes to the Municipality for parkland and/or trail purposes to the satisfaction of the Municipality.

### ***Archaeological Assessment***

24. The Developer shall agree to the following in the Subdivision Agreement:
  - a. Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48(1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with Sect 48 (1) of the Ontario Heritage Act.
  - b. That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.

### ***Environmental Impact Study***

25. That the Subdivision Agreement contain wording to implement the recommendations of the Environmental Impact Study, including the preservation of the woodlot and associated setback.

### ***Agency Requirements***

#### **Saugeen Valley Conservation Authority**

26. That prior to any grading or construction on site, and prior to Final Approval of the subdivision by the County, the owner shall prepare the following studies / reports, completed to the satisfaction of the Saugeen Valley Conservation Authority, and the Municipality of West Grey:
  - a. Final Stormwater Management Report;
  - b. Lot Grading Plan;

- c. Environmental Impact Study; and
- d. Sediment and Erosion Control Plan.

27. That the Subdivision Agreement between the Owner and the Municipality of West Grey contain provisions with wording acceptable to the Saugeen Valley Conservation relating to the Final Stormwater Report, Lot Grading Plan, Environmental Impact Study, and Sediment and Erosion Control Plan.

## **Canada Post**

28. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans, and include them in the Subdivision Agreement.
29. The builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
30. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
31. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
32. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
33. The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Municipality of West Grey.
34. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lots #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.

35. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
36. Canada Post further requests the owner/developer be notified of the following:
  - a. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
  - b. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
  - c. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
  - d. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.

### *Final Draft Plan*

37. The Developer shall provide a copy of the proposed Final Plan to the County of Grey for their review and final approval. A digital copy of this Final Plan is required to be prepared and submitted in accordance with the County of Grey specifications.

### *Clearance of Conditions*

38. That prior to final approval, the County is advised in writing by the Municipality of West Grey how Conditions 2 to 27 have been satisfied.
39. That prior to final approval, the County is advised in writing by the Saugeen Valley Conservation Authority, how Conditions 26 to 27 have been satisfied.
40. That prior to final approval, the County is advised in writing by Canada Post how Conditions 28 to 36 have been satisfied.
41. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution from the local municipality must be received by the County of Grey Director of Planning, prior to the lapsing date. If the extension being requested is beyond a year, justification for the extension, a resolution from the location municipality and approval from the County will be required. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted.
42. That the owner, submit to the County of Grey with a computer disk containing a digitised copy of the Final Plan in a format acceptable to the County of Grey.

## NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
3. Clearances are required from the following:
  - Municipality of West Grey, 402813 Grey Road # 4, R R # 2, Durham, ON, N0G 1R0
  - Saugeen Valley Conservation Authority, 1078 Bruce Road 12, Box 150, Formosa, ON, N0G 1W0
  - Canada Post, 955 Highbury Avenue, London, ON, N5Y 1A3
4. We suggest you make yourself aware of the following subsections of the Land Titles Act:
  - a. subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and
  - b. subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.
5. All measurements in subdivision final plans must be presented in metric units.
6. That the applicant contact Canada Post at the address below for the supply and installation of Community Mailboxes (CMB). The location of these CMB's will require the approval of the Municipality of West Grey.

Delivery Planning Officer, Canada Post Corporation, 955 Highbury Ave, London, Ontario, N5Y 1A3
7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.

**Schedule "G" to Subdivision Agreement - Welton**

**Identification of Engineering Standards**

**The Current Municipal Servicing Standards of The Corporation of the Municipality of WEST GREY, as amended, from time to time.**

**Schedule "H" to Subdivision Agreement - Welton**  
**ENGINEERING ESTIMATE OF THE COST OF THE WORKS**

Project No. 00701				July 5, 2022
		Sunvale Homes - Durham Subdivision Phase 2 - Securities Cost Estimate Municipality of West Grey		
<b>Item</b>	<b>Tender Cost Summary</b>			<b>Total</b>
1.0	General Construction Items and Removals			\$21,000.00
2.0	Sanitary Sewers			\$284,945.00
3.0	Watermain and Appurtenances			\$303,600.00
4.0	Storm Sewers			\$426,460.00
5.0	Road Works			\$538,720.00
6.0	Contingency Allowance			\$50,000.00
	<b>Total Preliminary Cost</b>			<b>\$1,624,725.00</b>
<b>1.0</b>	<b>General Construction Items and Removals</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
1.01	Mobilization/ Demobilization	100%	LS	\$2,500.00
1.02	Materials Testing	100%	LS	\$12,000.00
1.03	Supply, Install, Maintain and Remove Temporary Mud Mat (Provisional)	2	Each	\$1,000.00
1.04	Supply, Install, Maintain and Remove Light Duty Silt Fence (Provisional)	300	m	\$15.00
	<b>Total Section 1.0</b>			<b>\$21,000.00</b>
<b>2.0</b>	<b>Sanitary Servicing</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
2.01	200 mm PVC SDR-35 Sanitary Sewer	651	m	\$195.00
2.02	Connect Proposed Sanitary Sewer to Existing Sanitary Sewer	2	Each	\$3,000.00
2.03	125 mm dia. Sanitary Service	68	Each	\$1,500.00
2.04	1200 mm dia. Manhole	7	Each	\$5,000.00
2.05	Video Inspection of Sewer - Substantial Performance	100%	LS	\$7,500.00
2.06	Video Inspection of Sewer - End of Warrant Period	100%	LS	\$7,500.00
	<b>Total Section 2.0</b>			<b>\$284,945.00</b>
<b>3.0</b>	<b>Watermain and Appurtenances</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
3.01	200 mm PVC DR 18 Watermain	700	m	\$180.00
3.02	200 mm Dia. Gate Valve	10	Each	\$3,100.00
3.03	Supply and Install 19mm dia. Water Service	68	Each	\$1,200.00
3.04	Supply and Install Hydrant c/w Hydrant Sign	5	Each	\$9,000.00
3.05	Supply and Install 50mm Blow-Off	4	Each	\$2,500.00
3.06	Commission Watermain	100%	LS	\$4,000.00
3.07	Connect to Existing Watermain	2	Each	\$3,000.00
	<b>Total Section 3.0</b>			<b>\$303,600.00</b>
<b>4.0</b>	<b>Storm Sewers</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
4.01	300 mm dia. HDPE Storm Sewer	396	m	\$155.00
4.02	375 mm dia. HDPE Storm Sewer	95	m	\$185.00
4.03	450 mm dia. HDPE Storm Sewer	75	m	\$210.00
4.04	525mm dia. HDPE Storm Sewer	62	m	\$245.00
4.05	600 mm dia. HDPE Storm Sewer	173	m	\$250.00
4.06	750 mm dia. HDPE Storm Sewer	69	m	\$330.00
4.07	600 x 600 mm Precast Concrete Catchbasin	13	Each	\$2,500.00
4.08	600 x 600 mm Ditch Inlet Catchbasin	6	Each	\$3,000.00
4.09	1200 mm dia. Catchbasin Manhole	14	Each	\$4,200.00
4.10	1200 mm dia. Storm Manhole	2	Each	\$5,000.00
4.11	150 mm dia. Storm Sewer Lateral	68	Each	\$1,400.00
4.12	150 mm dia. Perforated Subdrain	1,335	m	\$27.00
	<b>Total Section 4.0</b>			<b>\$426,460.00</b>
<b>5.0</b>	<b>Road Works</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
5.01	Granular 'B' (400-450 mm Depth)	8,600	Tonne	\$13.50
5.02	Granular 'A' (150 mm Depth)	3,150	Tonne	\$16.50
5.03	HL-4 Hot Mix (50mm Base Course)	825	Tonne	\$115.00
5.04	HL-3 - Hot Mix (40mm Surface Course)	660	Tonne	\$109.00
5.05	Imported Granular Fill (Provisional)	1,000	Tonne	\$12.00
5.06	Supply and Install Concrete Mountable Curb and Gutter (OPSD 600.100)	1,335	m	\$60.00
5.07	Supply and Install 1.5m Concrete Sidewalk (Provisional)	800	m2	\$80.00
5.08	Supply and Install Tactile Plates	7	Each	\$320.00
5.09	Supply and Place Topsoil, Seed and Mulch (Provisional)	4,510	m2	\$3.00
5.10	Dust Control	100%	LS	\$4,000.00
5.11	Supply and Install Traffic Signs	14	Each	\$350.00
5.12	Subgrade and Boulevard Preparation	100%	LS	\$4,000.00
5.13	Supply and Place Electrical Duct Crossings (10 Crossings)	100%	LS	\$25,000.00
	<b>Total Section 5.0</b>			<b>\$538,720.00</b>
<b>Notes:</b>				
1. The Estimate of Construction costs is provide for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. of the actual cost of construction				

**Schedule "I" to Subdivision Agreement – Welton**

**Land easements**

