



**Town of Blue Mountains
Planning and Development Services
Accepted For Construction**

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4. DO NOT SCALE THE DRAWINGS.

DATE: MM/DD/YYYY	ISSUE
06/28/2021	** NOT ISSUED FOR THIS SUBMISSION **
07/29/2021	ISSUED FOR 2ND SUBMISSION
02/02/2022	ISSUED FOR FINAL APPROVAL
03/15/2022	ISSUED FOR TENDER
06/30/2022	RE-ISSUED FOR FINAL APPROVAL
08/22/2022	ISSUED FOR APPROVED FOR CONSTRUCTION

Engineer	[REDACTED]	
Engineer		

Project

SITE PLAN – PHOTOMETRIC



ADMIRAL BUILDING,
FIRST STREET, SUITE 200,
COLLINGWOOD, ON L9Y 1A1
705 446-3510 T
705 446-3520 F
WWW.DCORDERA
INFO@DCORDERA.CA

Drawn By	T.S.D.	Design By	T.S.D./P.W.	Project	183-5908
Check By	P.W.	Check By		Scale	1:300
				Drawing	E100

SITE PLAN - PHOTOMETRIC

SCALE: 1:300

[illegible][illegible][illegible][illegible]

ACCOMMODATION	STATISTICS SCHEDULE				
	SYMBOL	AVG	MAX	MIN	AVG/MIN
SHEET 1 A	+	9.1	19.8	3.3	2.71
SHEET 1 DRIVE N	+	13.2	16.9	4.6	2.31
SHEET 2	+	7.3	19.7	1.5	4.91
SHEET 3	+	10.7	19.3	6.1	2.61
SHEET 4	x	6.1	16.7	1.2	5.11
SHEET 5 A & C INTER	x	9.3	20.0	3.3	2.81
SHEET 5 A & D INTER	x	9.5	19.9	2.6	3.71
SHEET 5 B & C INTER	x	10.6	20.1	3.4	3.51
SHEET 5 DRIVE W	+	2.9	9.7	0.8	3.71
SHEET 5 DRIVE W 1	+	3.4	6.8	0.0	3.81
SHEET 5 DRIVE W 2	+	11.5	19.2	6.5	1.61
SHEET 5 DRIVE W 3	x	34.7	123.5	2.1	11.81
SHEET 6 DRIVE W	x	3.6	12.2	0.7	5.11
SHEET 6 DRIVE W 1	x	20.1	81.5	1.7	11.61
SHEET 6 DRIVE W 2	x	6.1	8.3	2.4	2.51

SYMBOL	LABEL	MANUFACTURER	CATALOG NUMBER
	A	NEC LUMINAIRE	K632-P4-F-1B-25(SL)-80(C)-120-277-WP-20-PR-3K
	A1	NEC LUMINAIRE	K632-P4-F-1B-25(SL)-80(C)-120-277-WP-20-PR-3K
	B	DECA	862286-1.2

THE FOLLOWING NOTATIONS APPLY TO ALL LUMINAIRES IN SCHEDULE, UNLESS OTHERWISE NOTED:

1. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE PHOTOCELLS AS REQUIRED, COORDINATE EXACT LOCATION AND REQUIREMENTS WITH LIGHT MANUFACTURER.

[illegible]

No.	ISSUE	DATE: MM/DD/YYYY
0	** NOT ISSUED FOR THIS SUBMISSION **	06/28/2021
1	ISSUED FOR 2nd SUBMISSION	09/29/2021
2	ISSUED FOR FINAL APPROVAL	02/02/2022
3	ISSUED FOR TENDER	03/15/2022
4	RE-ISSUED FOR FINAL APPROVAL	06/30/2022
5	ISSUED FOR APPROVED FOR CONSTRUCTION	08/22/2022



LORA BAY PHASE 4 BLOCK 39
TOWN OF THE BLUE MOUNTAINS

SITE LIGHTING DETAILS

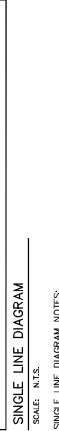
CROZIER
CONSULTING ENGINEERS

ANTRAL BUILDING,
1 FIRST STREET, SUITE 200,
COLLINGWOOD ON L9Y 1A1
705 446-3810 T
705 446-3520 F
INTER@CROZIER.CA

I.S.D.	Design By	I.S.D./P.W.	Project	183-5908
P.W.	Check By		Scale N.T.S. Drawing	
				E101



SITE PLAN — ELECTRICAL
SCALE: 1/3200

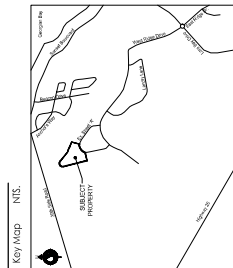


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3. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONNECTION WITH THE SPECIFICATIONS AND ANY ADDENDUMS AVAILABLE TO THIS PROJECT.
4. DO NOT SCALE THE DRAWINGS.
5. ALL EXISTING UNDERGROUND UTILITIES TO BE SHOWN IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

Engineer		
Engineer		

SITE ELECTRICAL DETAILS

Drawn By	Design By	Project	183-5908
	I.S.D./P.W.		
Check By	Check By	Score	E111
	P.W.	N.T.S.	



Proposed Ornamental Details	Proposed Species/Quantity Key	Proposed Window	Proposed Unit Porch	Proposed Unit Former Soldier Cour.	Proposed Noted to be New Porch	Proposed Engineered Porch Col.	Proposed Fire Hydrant	Proposed Light Standard	Proposed Soldier Light	Proposed Sewer

[illegible]

Permit-Seek



Client/Project
RED'S HERITAGE HOMES

LOPA BAY SANDS

TOWN OF BLUE MOUNTAINS, ON

Title _____

LANDSCAPE PLAN
BLOCK 1-4 FOUNDATION PLANTING

Project No.

1614159

Scale

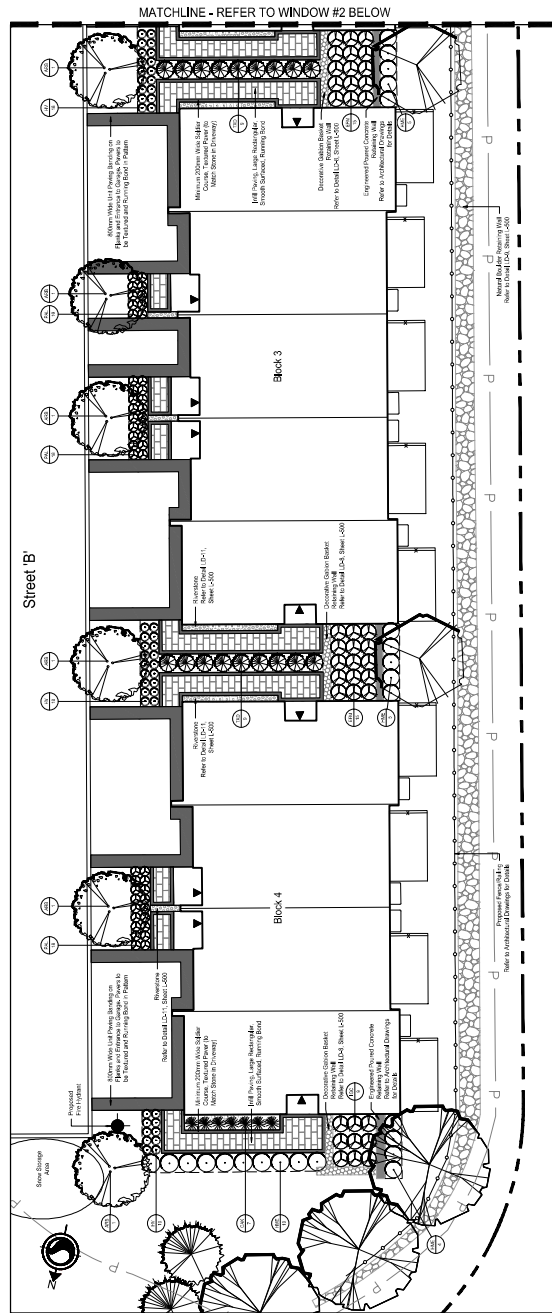
Revision

Sheet

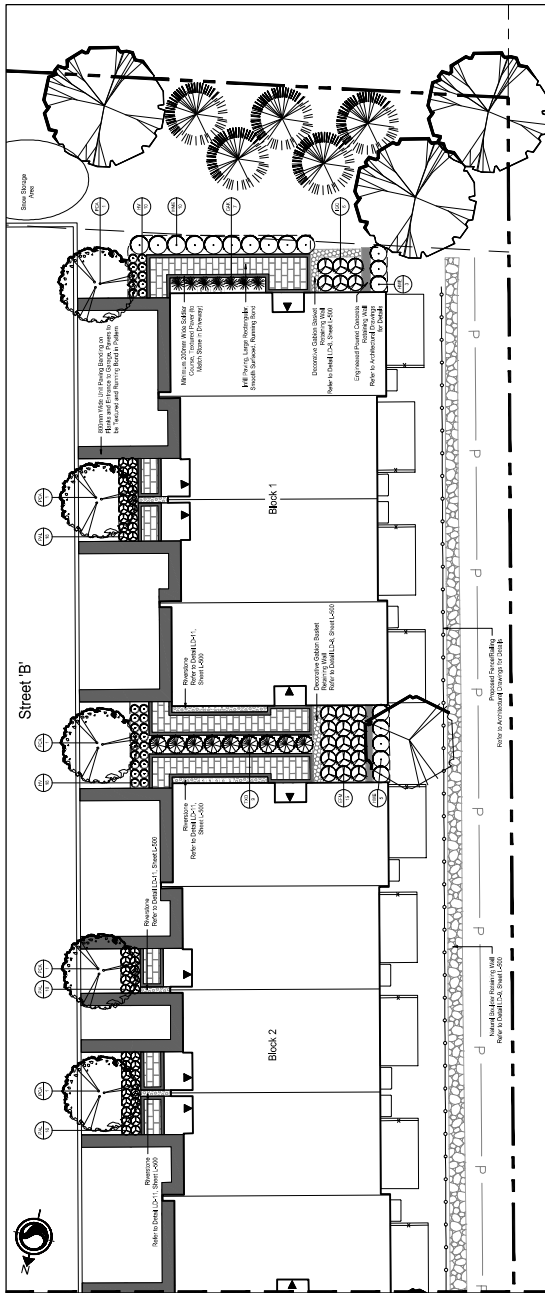
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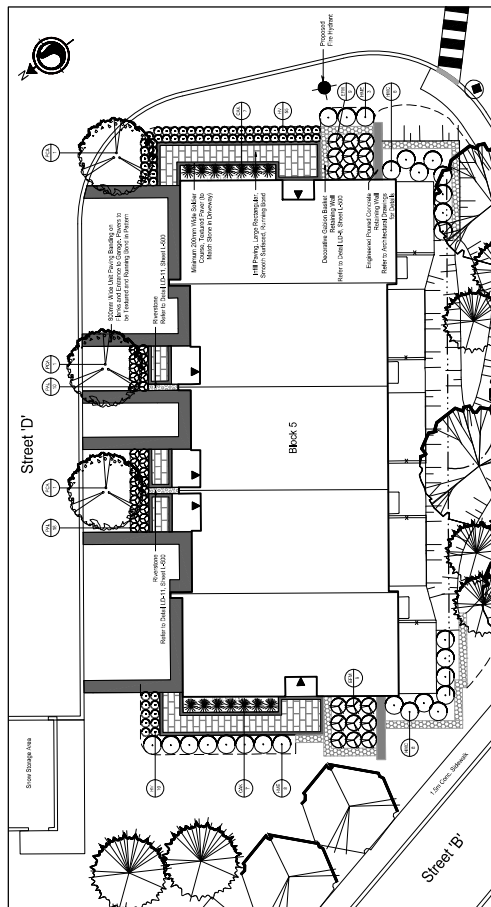
2016 2

L-461



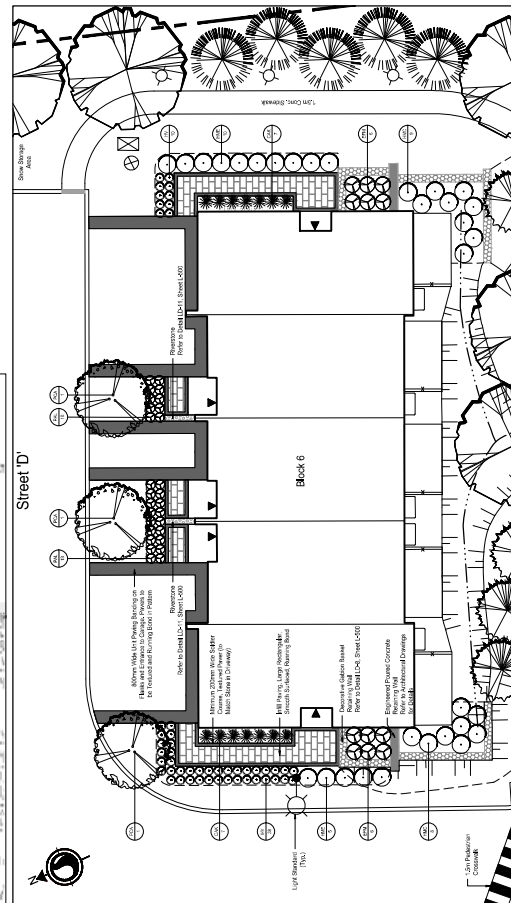
WINDOW #1 - BLOCK 3 & BLOCK 4 FOUNDATION PLANTING

[illegible]



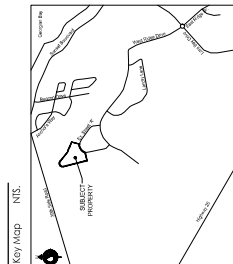
WINDOW #3 - BLOCK 5 FOUNDATION PLANTING

Case	Age	Sex	Site	Pathologic	Survival
1	55	M	Rectum	Adenocarcinoma	10
2	65	F	Rectum	Adenocarcinoma	10
3	65	F	Rectum	Adenocarcinoma	10
4	65	F	Rectum	Adenocarcinoma	10
5	65	F	Rectum	Adenocarcinoma	10
6	65	F	Rectum	Adenocarcinoma	10
7	65	F	Rectum	Adenocarcinoma	10
8	65	F	Rectum	Adenocarcinoma	10
9	65	F	Rectum	Adenocarcinoma	10
10	65	F	Rectum	Adenocarcinoma	10
11	65	F	Rectum	Adenocarcinoma	10
12	65	F	Rectum	Adenocarcinoma	10
13	65	F	Rectum	Adenocarcinoma	10
14	65	F	Rectum	Adenocarcinoma	10
15	65	F	Rectum	Adenocarcinoma	10
16	65	F	Rectum	Adenocarcinoma	10
17	65	F	Rectum	Adenocarcinoma	10
18	65	F	Rectum	Adenocarcinoma	10
19	65	F	Rectum	Adenocarcinoma	10
20	65	F	Rectum	Adenocarcinoma	10
21	65	F	Rectum	Adenocarcinoma	10
22	65	F	Rectum	Adenocarcinoma	10
23	65	F	Rectum	Adenocarcinoma	10
24	65	F	Rectum	Adenocarcinoma	10
25	65	F	Rectum	Adenocarcinoma	10
26	65	F	Rectum	Adenocarcinoma	10
27	65	F	Rectum	Adenocarcinoma	10
28	65	F	Rectum	Adenocarcinoma	10
29	65	F	Rectum	Adenocarcinoma	10
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35	65	F	Rectum	Adenocarcinoma	10
36	65	F	Rectum	Adenocarcinoma	10
37	65	F	Rectum	Adenocarcinoma	10
38	65	F	Rectum	Adenocarcinoma	10
39	65	F	Rectum	Adenocarcinoma	10
40	65	F	Rectum	Adenocarcinoma	10
41	65	F	Rectum	Adenocarcinoma	10
42	65	F	Rectum	Adenocarcinoma	10
43	65	F	Rectum	Adenocarcinoma	10
44	65	F	Rectum	Adenocarcinoma	10
45	65	F	Rectum	Adenocarcinoma	10
46	65	F	Rectum	Adenocarcinoma	10
47	65	F	Rectum	Adenocarcinoma	10
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65	65	F	Rectum	Adenocarcinoma	10
66	65	F	Rectum	Adenocarcinoma	10
67	65	F	Rectum	Adenocarcinoma	10
68	65	F	Rectum	Adenocarcinoma	10
69	65	F	Rectum	Adenocarcinoma	10
70	65	F	Rectum	Adenocarcinoma	10
71	65	F	Rectum	Adenocarcinoma	1



WINDOW #4 - BLOCK 6 FOUNDATION PLANTING

Case	Year	Age	Sex	Location	Occupation	History	Findings	Diagnosis	Outcome
1	1980	45	M	London	Teacher	Headache, dizziness	Normal	None	Recovered
2	1981	32	F	New York	Homemaker	Nausea, vomiting	Normal	None	Recovered
3	1982	58	M	Paris	Engineer	Blurred vision	Normal	None	Recovered
4	1983	21	F	Tokyo	Student	Headache, fatigue	Normal	None	Recovered
5	1984	65	M	Moscow	Retired	Headache, dizziness	Normal	None	Recovered
6	1985	40	F	Sydney	Nurse	Nausea, vomiting	Normal	None	Recovered
7	1986	35	M	Bombay	Doctor	Headache, dizziness	Normal	None	Recovered
8	1987	28	F	Los Angeles	Artist	Headache, fatigue	Normal	None	Recovered
9	1988	52	M	Beijing	Engineer	Headache, dizziness	Normal	None	Recovered
10	1989	38	F	Mumbai	Teacher	Nausea, vomiting	Normal	None	Recovered
11	1990	48	M	Stockholm	Engineer	Headache, dizziness	Normal	None	Recovered
12	1991	25	F	Seoul	Student	Headache, fatigue	Normal	None	Recovered
13	1992	60	M	Amsterdam	Retired	Headache, dizziness	Normal	None	Recovered
14	1993	30	F	Manila	Nurse	Nausea, vomiting	Normal	None	Recovered
15	1994	42	M	Wellington	Engineer	Headache, dizziness	Normal	None	Recovered
16	1995	22	F	Harbin	Student	Headache, fatigue	Normal	None	Recovered
17	1996	55	M	Brussels	Engineer	Headache, dizziness	Normal	None	Recovered
18	1997	33	F	Calcutta	Teacher	Nausea, vomiting	Normal	None	Recovered
19	1998	45	M	Osaka	Engineer	Headache, dizziness	Normal	None	Recovered
20	1999	27	F	Vienna	Student	Headache, fatigue	Normal	None	Recovered
21	2000	62	M	Wellington	Retired	Headache, dizziness	Normal	None	Recovered
22	2001	36	F	Manila	Nurse	Nausea, vomiting	Normal	None	Recovered
23	2002	41	M	Wellington	Engineer	Headache, dizziness	Normal	None	Recovered
24	2003	24	F	Harbin	Student	Headache, fatigue	Normal	None	Recovered
25	2004	56	M	Brussels	Engineer	Headache, dizziness	Normal	None	Recovered
26	2005	34	F	Calcutta	Teacher	Nausea, vomiting	Normal	None	Recovered
27	2006	46	M	Osaka	Engineer	Headache, dizziness	Normal	None	Recovered
28	2007	29	F	Vienna	Student	Headache, fatigue	Normal	None	Recovered
29	2008	61	M	Wellington	Retired	Headache, dizziness	Normal	None	Recovered
30	2009	37	F	Manila	Nurse	Nausea, vomiting	Normal	None	Recovered
31	2010	43	M	Wellington	Engineer	Headache, dizziness	Normal	None	Recovered
32	2011	23	F	Harbin	Student	Headache, fatigue	Normal	None	Recovered
33	2012	57	M	Brussels	Engineer	Headache, dizziness	Normal	None	Recovered
34	2013	35	F	Calcutta	Teacher	Nausea, vomiting	Normal	None	Recovered
35	2014	47	M	Osaka	Engineer	Headache, dizziness	Normal	None	Recovered
36	2015	30	F	Vienna	Student	Headache, fatigue	Normal	None	Recovered
37	2016	63	M	Wellington	Retired	Headache, dizziness	Normal	None	Recovered
38	2017	38	F	Manila	Nurse	Nausea, vomiting	Normal	None	Recovered
39	2018	44	M	Wellington	Engineer	Headache, dizziness	Normal	None	Recovered
40	2019	25	F	Harbin	Student	Headache, fatigue	Normal	None	Recovered
41	2020	58	M	Brussels	Engineer	Headache, dizziness	Normal	None	Recovered
42	2021	36	F	Calcutta	Teacher	Nausea, vomiting	Normal	None	Recovered
43	2022	48	M	Osaka	Engineer	Headache, dizziness	Normal	None	Recovered
44	2023	31	F	Vienna	Student	Headache, fatigue	Normal	None	Recovered
45	2024	64	M	Wellington	Retired	Headache, dizziness	Normal	None	Recovered
46	2025	39	F	Manila	Nurse	Nausea, vomiting	Normal	None	Recovered
47	2026	45	M	Wellington	Engineer	Headache,			



- [illegible]

[illegible]

Permit-Sect

Client/Project
REID'S HERITAGE HOMES

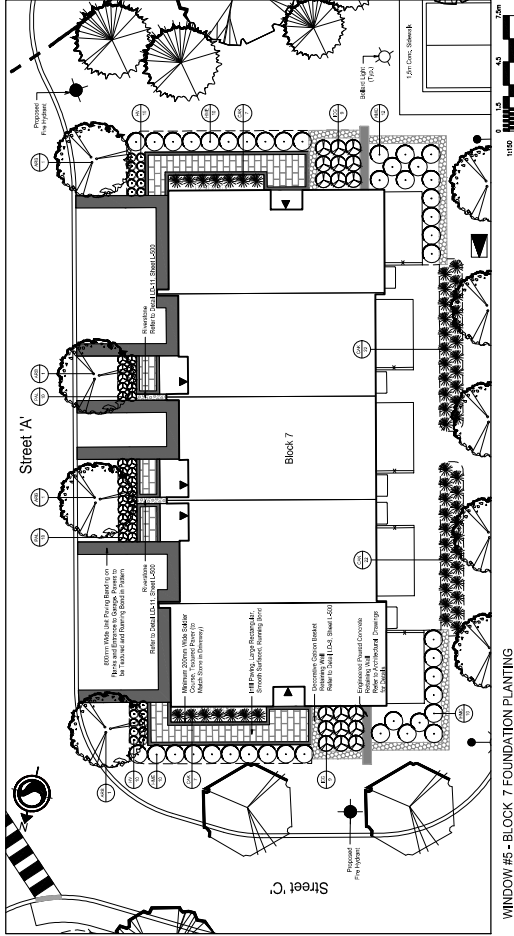
LORA RAY SANDS

TOWN OF BLUE MOUNTAINS ON

title

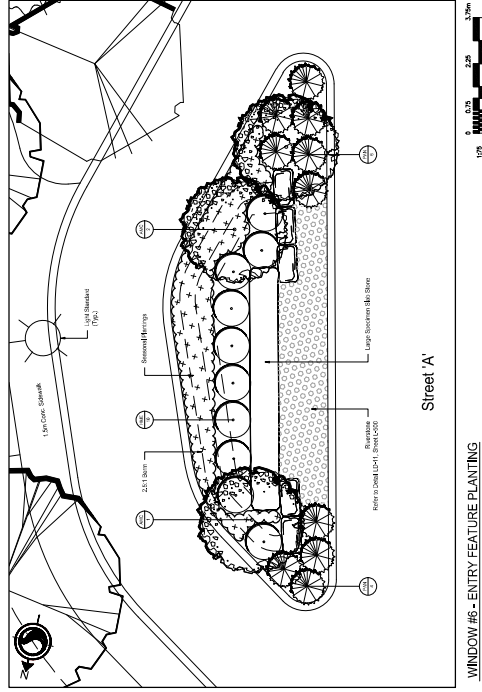
LANDSCAPE PLAN
BLOCKS 5 & 6 FOUNDATION PLANTING

Project No.	Scale	0 1.5 4.5 7.5m
1614159	1:150	
Revision	Sheet	Drawing No.

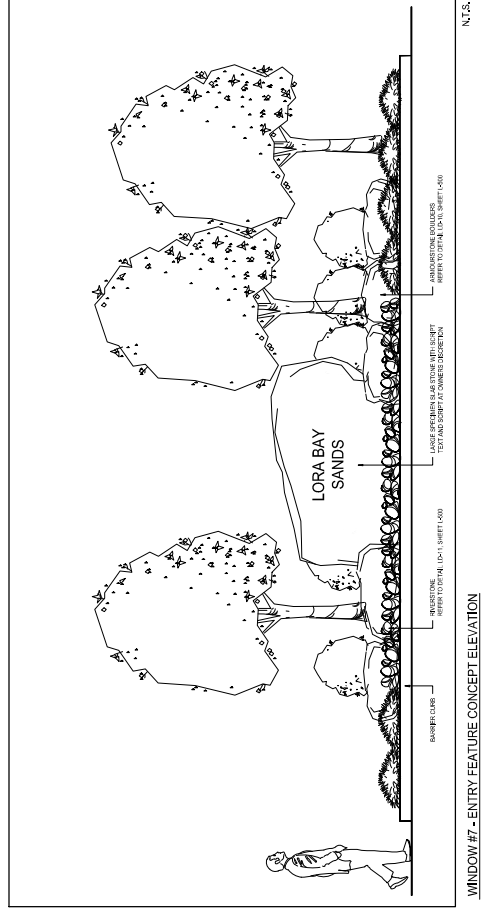


WINDOW #5 - BLOCK 7 FOUNDATION PLANTING

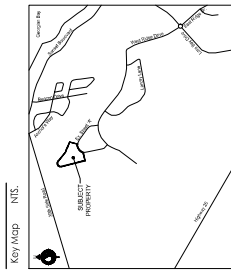
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	



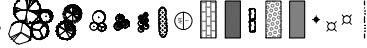
WINDOW #6 - ENTRY FEATURE PLANTING

[illegible]

WINDOW #7 - ENTRY FEATURE CONCEPT ELEVATION



Legend

[illegible]

Permit-Seal



Client/Project
REID'S HERITAGE HOMES

LORA BAY SANDS

TOWN OF BLUE MOUNTAINS, ONT.

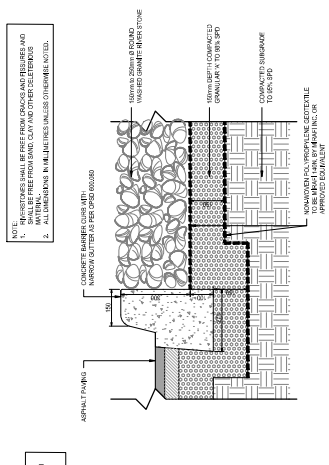
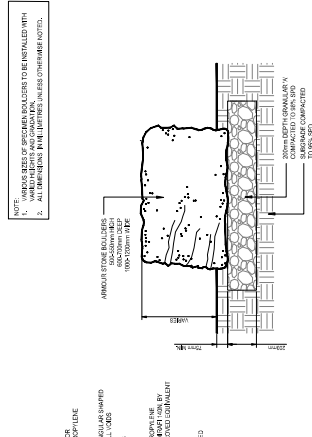
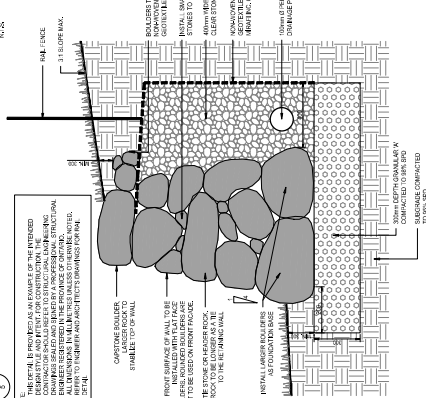
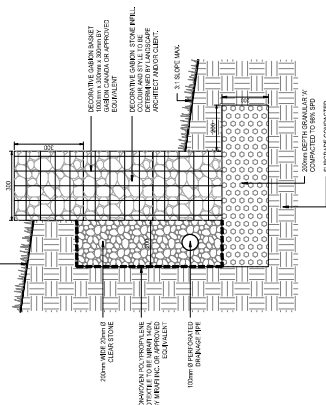
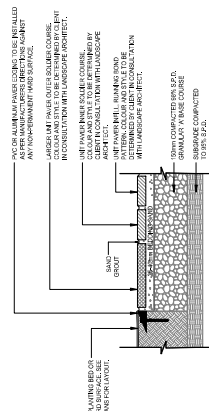
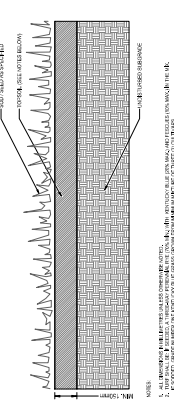
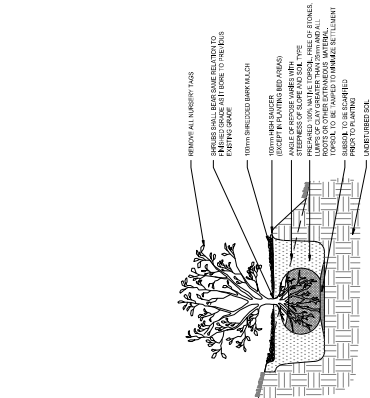
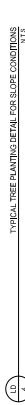
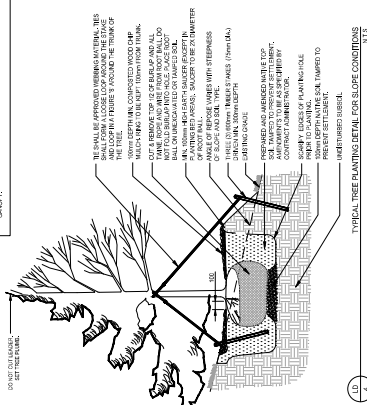
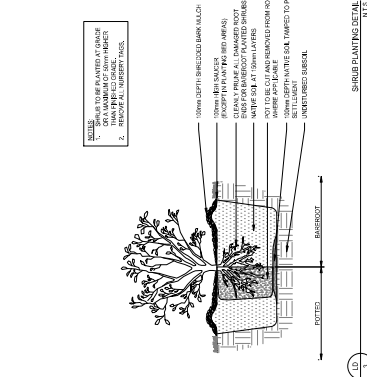
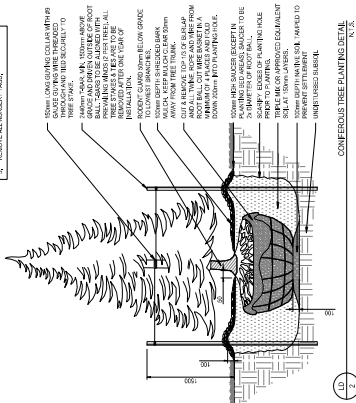
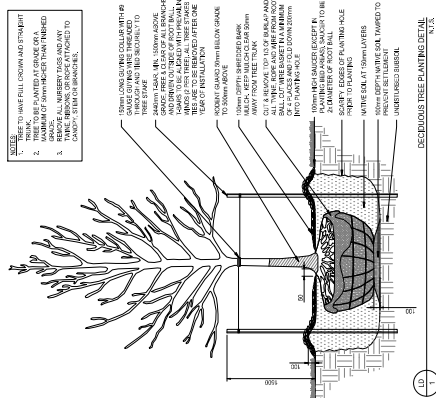
Table

LANDSCAPE PLAN
BLOCK 7 FOUNDATION PLANTING &
ENTRY FEATURE PLANTING & ELEVATION

Project No. 1614159	Scale AS NOTED
------------------------	-------------------

Revision	Sheet
2	4 of 6

L-463

[illegible]

Client/Project
REID'S HERITAGE HOMES

LORA BAY SANDS

TOWN OF BLUE MOUNTAINS, ON

THE

LANDSCAPE DETAILS AND NOTES

Project No.	Scale
1614159	AS NOTED

Revision Sheet 25

L-500

Drawing History		
No.	Issue Name	Issue Date
24	Issued for SPA	2021-03-28
25	Issued for SPA, 3rd SUBMITTAL	2022-06-08
27	Issued for SPA	2022-06-27

Client:



symbolics architecture + design inc.
 4315 Lawrence Ave. E. Suite 102 • Toronto, ON M3J 2S1 Tel: 416-493-9171

County Title:	Black 'A' Front & Back Elevations		
Project Status:	Site Plan Approval		
Drawn by:	Checked by:	Date Issued:	
Scale:	PV	2025-06-27	
Project Number:	AS NOTED		

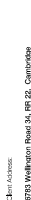
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Side 1	209.70	209.70	44.80	9,304.06
Side 2	209.70	209.68	11.70	2,463.04
Side 3	211.05	211.15	3.45	728.30
Side 4	212.30	212.30	37.26	7,910.30
Side 5	211.15	211.05	3.45	728.30
Side 6	209.65	209.70	11.74	2,463.04
		Total	112.45	23,687.3
	Average grade	210.66		
	Top of Roof			
	Proposed Building Height	12.67m		
	Max. Height	11.00		

[illegible]

Architectural elevation drawing of Block 'A'. The drawing shows a multi-story building facade with various windows, doors, and balconies. Dimensions are provided for the overall height and width, as well as for individual architectural elements. A title block on the right side of the drawing reads:

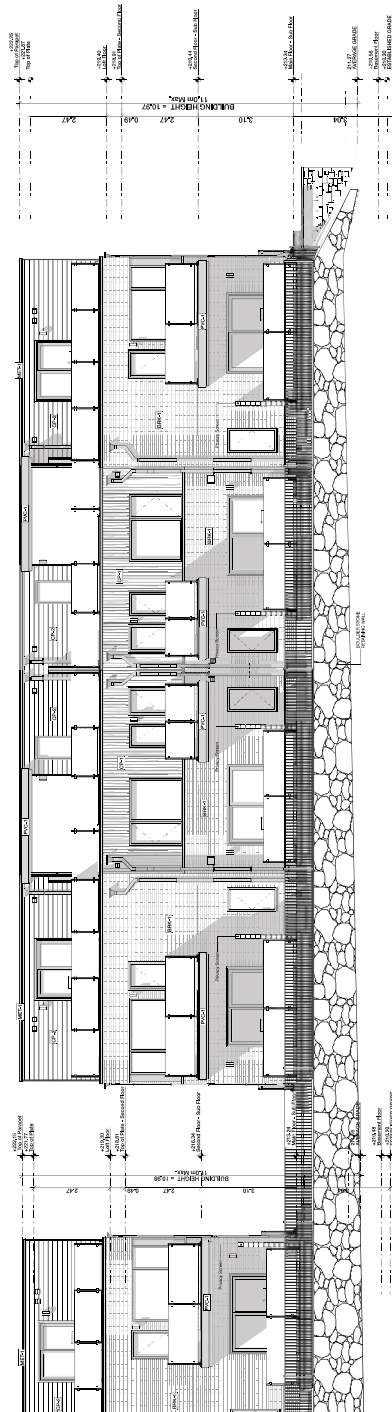
BLOCK 'A'
AVERAGE GRADE: 210.66

Block 'A' Back Elevation
SCALE: 1/75

PlanClient: **WILLOWWOOD HOMES**

Downloaded from <http://ajphaphapublications.sagepub.com/> at 11:00 11 November 2014

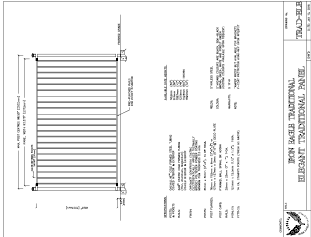
Block 'B' Front & Back Elevations

A202

Block B | Back Elevation
SCALE: 1/75

[illegible]

Side	Begin Elevation	End Elevation	Length (m)	W = 43.2 x L		
Side 1	210.30	210.30	35.23	7,466.87		
Side 2	210.30	210.45	11.74	2,464.80		
Side 3	211.65	211.75	3.45	733.37		
Side 4	212.60	211.90	31.5	6,705.35		
Side 5	211.75	211.65	3.45	733.37		
Side 6	210.45	210.30	11.75	2,471.28		
		Total	97.17	20,511.03		
	Average grade	211.08			EG-AG	-0.66
	Top of road	222.26			Established	201.30
	Proposed Building Height	10.8m			Max.	11.00

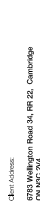


Proposed Metal Guardrail

An aerial photograph of a residential neighborhood. A single house is highlighted with a thick black border. The house is a rectangular structure with a chimney on the left side. It is surrounded by other houses and green spaces. A road runs along the top and right edges of the map.

Drawing History		
No.	Issue Name	Issue Date
24	Issued for SPA	2021-09-28
25	Issued for SPA 3rd submission	2022-02-08
27	Issued for SPA	2022-05-27

Client: **SHERWOOD HOMES**



symbolics architecture + design inc.
1315 Lawrence Ave. E. Suite 102 • Toronto, ON M4M 2S1 Tel: 416-408-9107

Conclusion

Block 'C' Front & Back Elevations

Project Status:	
Site Plan Approval	
Drawn by PV	Checked by PV
Self:	Date Issued 2022-06-27
AS NOTED	
Project Number:	
1 RM-001	

A203



Customer Material Legend	Material Code	Part Name	Quantity	Unit Price	Material Description	Product No.	Remarks
Material: 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 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399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 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1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 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1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 221							

	Beg. Elevation	End Elevation	Length (m)	rel ± 43.2 ± L
Side 1	210.20	210.20	44.60	9.41(6)
Side 2	210.20	211.55	11.74	2.46(5)
Side 3	211.55	211.65	3.45	730(2)
Side 4	212.80	212.80	37.28	7.02(8)
Side 5	211.55	211.55	3.45	730(2)
Side 6	211.55	210.20	11.74	2.46(5)
	Total			23.74(8)
	Average grade			
	211.16			
	Top of Roof			222.16
	Proposed Building Height			15.07m
				Max. height
				11.00

Do not scale this drawing. Written dimensions shall have precedent.



Project:
Lora Bay Masters Townhomes

Project Address :
Part Block 1, Registered Plan 16m-8
Geographic Township of Collingwood
Town of Blue Mountains, County of Grey



10 ASSOC

symbolics architecture + design inc.
43-15 Lawrence Ave. E. Suite 102 Toronto, ON M4M 2S1 Tel: 416-468-9171

Block 'D' Front & Back Elevations

Project Status:

Drawn by	Checked by	Date Issued
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[illegible]

AS NOTED

A204

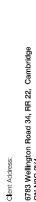


Block D - Average Grade Calculation				
Seign Elevation	210.30	210.30	44.00	44.1 ± 43.2 ± 4.4
Side 1	210.30	210.45	11.74	2,470.69
Side 2	210.30	210.45	11.74	2,470.69
Side 3	210.50	210.75	3.43	793.37
Side 4	210.50	210.60	9.36	2,062.65
Side 5	210.50	210.60	9.36	2,062.65
Side 6	210.45	210.30	11.74	2,470.69
Total	112.45			27,752.20
Average grade	211.26			
Top of Roof	222.25			
Proposed Building Height	10.9m			
Max. Height	11.00			

Block D - Average Grade Calculation				
Seign Elevation	210.30	210.30	44.00	44.1 ± 43.2 ± 4.4
Side 1	210.30	210.45	11.74	2,470.69
Side 2	210.30	210.45	11.74	2,470.69
Side 3	210.50	210.75	3.43	793.37
Side 4	210.50	210.60	9.36	2,062.65
Side 5	210.50	210.60	9.36	2,062.65
Side 6	210.45	210.30	11.74	2,470.69
Total	112.45			27,752.20
Average grade	211.26			
Top of Roof	222.25			
Proposed Building Height	10.9m			
Max. Height	11.00			

Drawing History		
No.	Issue Name	Issue Date
24	Issued for SPA	2021-03-28
25	Issued for SPA 3rd Submission	2022-02-08
27	Issued for SPA	2022-05-27

Client:



ASSOC



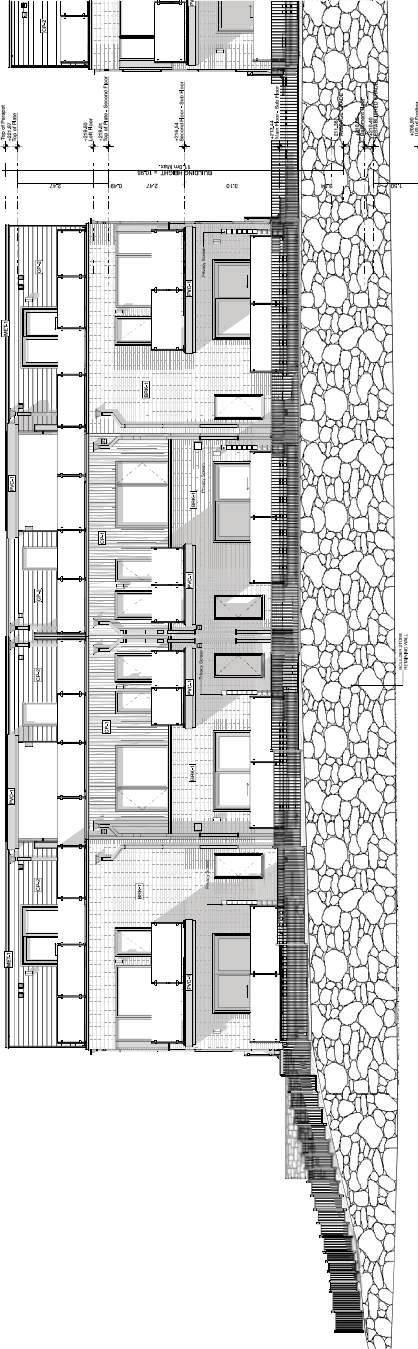
symbolics architecture + design inc.
1315 Lawrence Ave. E., Suite 102, Toronto, ON M4M 2S1 Tel: 416 466 8107

Creating T1b:

Block 'E' Front & Back Elevations

Project Status:	Checked by:	Date Issued:
Site Plan Approval	PV	2022-08-27
Scale:	AS NOTED	
Project Number:		

A205



Block E | Back Elevation
SCALE: 1/75

Customer Material Legend		Material Code	Part Name	Material Requiring	Material Description	Product No.	Remarks
1 - 20, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 1845, 1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 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Block E - Average Grade Calculation				
	Begin Elevation	End Elevation	Length	
Side 1	210.40	210.40	50.33	11
Side 2	210.40	210.56	17.74	21.38
Side 3	211.35	211.69	3.45	0.15
Side 4	211.00	213.00	35.5	1.2
Side 5	211.85	211.75	3.45	0.1
Side 6	210.55	210.40	11.75	24.745
		Total	97.117	20.5274
	Average grade	211.36		ES&G
	Top of Road	222.36		Established
	Proposed Building Height	10.88m		210.40
				Nearlight
				11.00

Drawing History		
No.	Issue Name	Issue Date
27	Issued for SPA	2022-05-27

Key Plan

Project: **Lora Bay Masters Townhomes**
Project Address: **Part Block 1, Registered Plan 15m-8
Geographic Township of Collingwood
Town of Blue Mountains, County of Grey**

Client: SHERWOOD HOMES



Client Address:
6783 Wellington Road 34, RR 22, Cambridge
ON N3C 2V4

symbolics architecture + design inc
1315 Lawrence Ave. E., Suite 102 • Toronto, ON • M4M 2S1 Tel: +1 416 460 8177

Creating T1b:

Block 'G' Front & Back Elevations

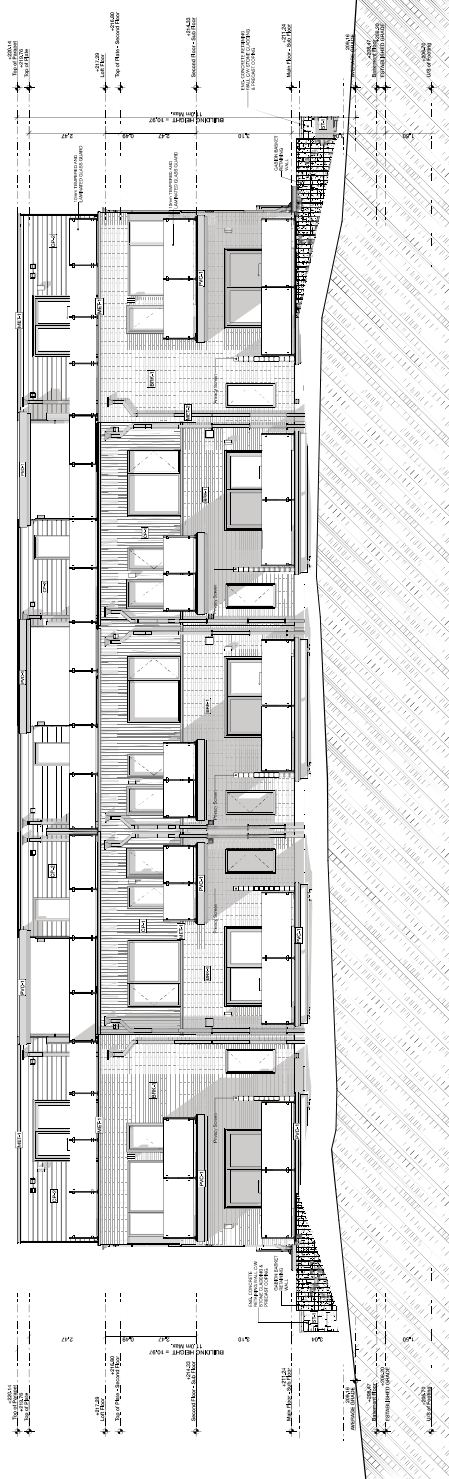
Project Status:			
Site Plan Approval			
Drawn by	Checked by	Date Issued	
PV	PV	2023-08-27	
Scale:			
AS NOTED			
Project Number:			
LBIM-001			

A207



Block G | Front Elevation

SCALE: 1:75



Block G | Back Elevation

SCALE: 1:75

[illegible]

	Begin Elevation	End Elevation	Length (m)			
Site 1	203.20	203.35	44.80	9,327.36	2.6	11
Site 2	203.20	203.35	11.74	2,446.02	0.15	
Site 3	203.55	203.65	3.45	723.12		
Site 4	210.60	210.60	37.26	7,854.41	1.2	
Site 5	203.65	203.65	3.45	723.12	0.1	
Site 6	203.35	203.20	11.74	2,446.02		
	Total			112.45	23,520.05	
	Average grade			203.16		
	Top of Roof			223.16		
	Proposed Building Height			13.0m		
					Established Ground	203.20
					Max.	11.00

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Do not scale this drawing. Written dimensions shall have precedent.

Drawing History		
No.	Issue Name	Issue Date
04	Issued for SFA	2021-03-28
05	Issued for SFA, SFA SUDHAKARAN	2022-03-08
07	Issued for SFA	2022-05-27

Project:
Lora Bay Masters Townhomes

Project Address :
Part Block 1, Registered Plan 16m-8
Geographic Township of Collingwood
Town of Blue Mountains, County of Grey

Fort:
SHERWOOD HOMES



Student Address:
5783 Wellington Road 34, RR 22, Cambridge
ON N3C 2V4

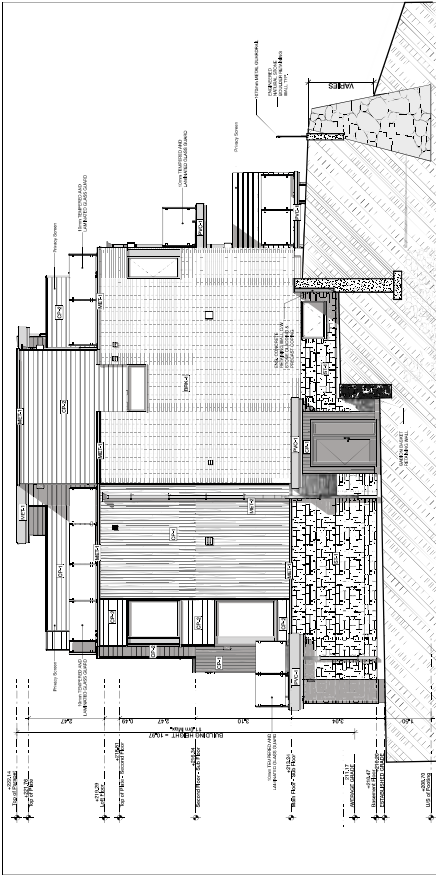


symbolics architecture + design inc.
4315 Lawrence Ave. E. Suite 102 Toronto, ON M3L 2S1 Tel: 416 490 9107

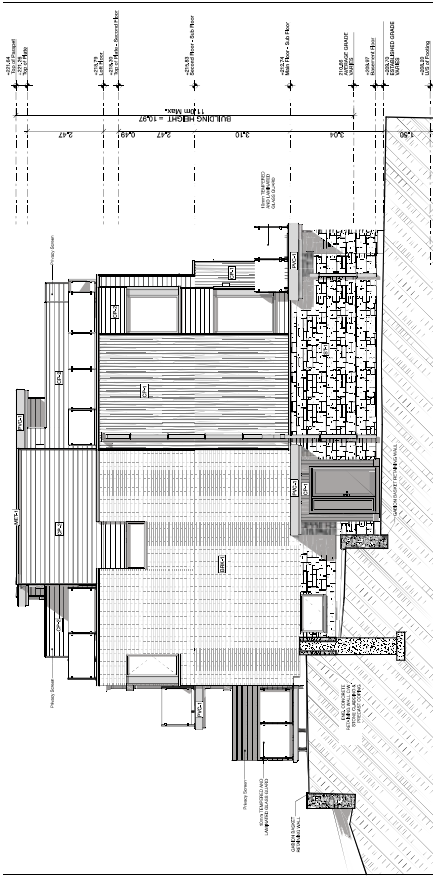
Creating T1h:

Project Status:	Checked by:	Date Received:
Site Plan Approval	PN	2022-06-27
Drawn by:	Scale:	AS NOTED
PN		
Project Number:		
EBM-001		

A208



Blocks B-E Typical Side Elevation
SCALE: 1/75



Blocks A, F and G Typical Side Elevation
SCALE: 1/75

Unrestricted Opening Limit - East Side (OBC, table 910.15.4)				
Exposing Building Face - EAST Side	Measured Glass Area (gl) / Wall Area	Limiting Distance	Allowable Opening (%)	Actual Opening (%)
EXPPOSED BUILDING FACE	1,434.28	2.5m	9.0%	5.2%
UPO	174.68			

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2022

B E T W E E N:

SHERWOOD HOMES LTD. ("Owner")

AND

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS ("Town")

WHEREAS the Owner warrants that it is the registered owner of lands described in Schedule "A" attached hereto (the "Lands");

AND WHEREAS the Lands are within an area designated as an area of Site Plan Control Area pursuant to the Town's Site Plan Control Area by-law passed pursuant to Section 41(2) of the Planning Act and in force at the date of this Agreement;

AND WHEREAS the Owner applied to the Town for site plan approval for the development of the Lands;

AND WHEREAS the Town by a decision dated _____ (the "Decision") has given approval to the Owner's application pursuant to Section 41(4) of the Planning Act on the condition that the Owner enter into this Agreement, which is an agreement within the meaning of and authorized by Section 41(7) of the Planning Act, to satisfy the conditions of approval set out in the Decision (the "Site Plan Approval");

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants hereinafter expressed, other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the Parties hereto to each of the other Parties hereto, the receipt whereof is hereby acknowledged, the Parties hereto hereby covenant and agree with each other as follows:

PART I

GENERAL

1.1. Definitions

In this Agreement, including the recitals, the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

"Approved Plans" means all the studies, reports, designs, plans, drawings and specifications for the installation of the Works, signed and sealed by one or more Professional Engineers or Landscape Architect who prepared them, the originals or which have been signed and stamped in red ink "Accepted for Construction" by the Town and are described at Schedule "B", and as defined in section 3.1 of this Agreement;

"Acceptable Standard" shall mean, generally, with respect to the maintenance and repair of the Works, in a good state of repair in accordance with the requirements of this Agreement, the Approved Plans, all Applicable Laws, and the Town of the Blue Mountains Engineering Standards 2009 as applicable, for the appropriate maintenance and repair of the Works;

“Acceptance” means the date upon which the Town assumes all responsibility for maintenance, repair and replacement of the Public Works described in a Certificate of Acceptance.

“Agreement” means this agreement;

“Applicable Laws” means with all statutes, including the OBC, laws, by-laws, regulations, ordinances, orders and requirements of the Town and all Government Authorities at any time or from-time to time in force governing the Lands or the design, installation or maintenance of any part of the Works or the erection of buildings or structures on the Lands;

“CBO” means the person holding the title of Chief Building Official for the Town or such person’s designate;

“Completion” means the date upon which the installation of the Works is completed in accordance with the Approved Plans, and approved by the Town;

“Default” means any default by the Owner in the performance of its obligations under this Agreement;

“Director” means the person holding the title of Director of Planning and Development Services for the Town or their designate, being the Manager of Development Engineering;

“Government Authority” means any government authority or agency, including conservation authorities and the Niagara Escarpment Commission, that have jurisdiction over the Lands or the design, installation or maintenance of any part of the Works or the erection of buildings or structures on the Lands;

“Maintenance Period” – means a minimum period of two (2) years from the date of issuance of a Certificate of Completion of the Public Works, and until Acceptance of the Public Works;

“OBC” means the Building Code Act, 1992, S.O.1992 c.23 and all regulations thereto;

“Private Works” means all of the buildings, structures, works, servicing, facilities, landscaping, fencing, matters and things as identified in Schedule “B” and as shown on the Approved Plans or referred to in this Agreement which are to be designed, installed, owned and maintained in perpetuity by the Owner, or their successors and assigns, including a condominium corporation;

“Public Works” means the Watermain and other Works as identified in Schedule “B” and as shown on the Approved Plans which are to be designed, installed, maintained and warranted by the Owner in accordance with this Agreement, but will be owned by the Town upon Acceptance in accordance with the Approved Plans and approved by the Town;

“Town Lands” means all lands and easements owned by the Town, including public highways under the jurisdiction of the Town;

“Watermain” means watermain and related appurtenances, including without limitation, water main pipe, fittings, restraints, valves, hydrants, autoflusher, and water services and water boxes. For greater clarity, Watermain does not include any watermain or related appurtenances, including without limitation, water main pipe, fittings, restraints, valves, hydrants, autoflusher, and water services and water boxes which are located between the curb stop and a unit;

“Works” means all of the buildings, structures, works, servicing, facilities, landscaping, fencing, matters and things shown on the Approved Plans or referred to in this Agreement, and includes the Public and Private Works.

All other capitalized terms shall have the meanings ascribed to them in this Agreement.

1.2 Administration of Agreement

- (a) This Agreement shall be administered on behalf of the Town by the Director unless another Town official is specifically referred to in this Agreement.
- (b) In the event of a conflict between any provision in Parts I to IV of this Agreement with any provision in the Schedules, including anything shown on the Approved Plans, the provisions in the Schedules and shown on the Approved Plans shall govern.

1.3 Subject Lands

The lands affected by this agreement are more particularly described in Schedule "A" attached hereto (the “Lands”);

1.4 Applicable Laws

- (a) The Owner shall at all times comply with all Applicable Laws.
- (b) Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any Government Authority.

1.5 Conditions of Site Plan Approval and Special Provisions

- (a) The Owner agrees to satisfy the requirements of each of the Conditions of Site Plan Approval set out in the Decision. These requirements are specifically set out in Parts I to IV of this Agreement or in Schedule “C”.
- (b) The Owner agrees to comply with all of the Special Provisions as set out in Schedule “C”.

1.6 Successors and Assigns

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns, including a condominium corporation.

1.7 Public Disclosure

The Owner covenants and agrees that this Agreement and all schedules or attachments hereto shall be made publicly available and may be posted on the Town’s website or otherwise made freely available to all members of the public and the Owner hereby consents to such disclosure.

1.8 Joint Authors

Each Party acknowledges and agrees that it has participated in the drafting of this Agreement and that no portion of this Agreement shall be interpreted less favorably to either Party because that Party or its legal counsel was primarily responsible for the drafting of that portion.

2. Consultants

The Owner shall retain one or more professional engineers who hold a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario and one or more landscape architects registered with the Ontario Association of Landscape Architects (individually the "Engineering Consultant" or the "Landscaping Consultant" and collectively the "Consultants") to carry out all the necessary engineering and landscaping requirements for the development and servicing of the Lands in accordance with this Agreement. The Town, may upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification processes of the Works.

All the engineering requirements set out in this Agreement, including the issuing of certificates for the engineering Works, shall be the responsibility of the Engineering Consultant and all the landscaping requirements set out in this Agreement, including the issuing of certificates for the landscaping Works, shall be the responsibility of the Landscaping Consultant.

The Consultants shall be retained at all times until all of the requirements of this Agreement have been complied with to the satisfaction of the Town. In the event, for whatever reason, a Consultant ceases to provide the consulting services required by this Agreement to the Owner, the Owner shall immediately cease all operations which that Consultant was responsible for until the Owner retains a replacement Consultant.

The Owner's agreements or contracts with the Consultants shall require the Consultants to provide the following consulting services to the satisfaction of the Town:

- (a) act as the Owner's technical representative in all matters pertaining to the design and installation of the Works;
- (b) prepare all studies, investigations, environmental site assessments and reports required by the Town for the Works and the Lands, design the Works, prepare, sign, and seal all required plans, drawings and specifications for the Works and certify that they have been prepared in strict accordance with all Applicable Laws.
- (c) provide a certificate from the Landscaping Consultant to the effect that all required plans, drawings and specifications for the Landscape Works are in conformity to the Site Grading Plan;
- (d) obtain, in conjunction with the Town or its agents, the necessary approvals for the installation of the Works from any required Governmental Authority;
- (e) provide, to the satisfaction of the Town, field inspection at the site by an engineer or other qualified person, contract administration, and provide a certificate stating that all of the Works have been installed and are functioning free of all defects and deficiencies in strict accordance with the Approved Plans, all Applicable Laws, and the requirements of this Agreement.
- (f) obtain all records of construction of the Works, deposit with the Town signed and sealed record drawings of all the Works, including site grading and an electronic version of these same record drawings for the review and approval of the Town; and
- (g) prepare and provide to the Town a certificate (the "Final Grading Certificate") indicating the final grade elevation of the Lands and certifying that the Lands have been graded in substantial conformity with the Approved Plans;

PART II

SITE PLAN AND APPROVED PLANS

3. Approved Plans and Drawings

3.1 Approved Plans

- (a) The Town has approved the plans and drawings for the development of the Lands described in Schedule "B" in accordance with the Section 41(4) of the Planning Act.
- (b) The Approved Plans are incorporated into and form part of this Agreement and shall have the same force and effect as if the information shown on them were contained in the body of this Agreement.
- (c) The signing and stamping of the Approved Plans "Accepted for Construction" by the Town shall not absolve the Owner and the Consultants of the responsibility for errors in and or omissions from the Approved Plans.
- (d) All Works shall be installed and maintained in strict accordance with the Acceptable Standard and Approved Plans and the requirements of this Agreement to the satisfaction of the Town.
- (e) In the event any Approved Plans are subsequently amended or the Owner, at the Town's request, has prepared additional plans for approval, such amended plans and additional plans, when signed and stamped "Accepted for Construction" by the Town, shall be deemed to be Approved Plans within the meaning of this Agreement and all the provisions of this Agreement shall apply to them.
- (f) If, at any time prior to Acceptance, an Engineer acting for the Town and the Engineering Consultant jointly determine that any of the Works are not functioning or are inadequate for the proper servicing of the development on the Lands, the Owner agrees to rectify, replace, or install such additional works at the request of the Town, acting reasonably, to correct such deficiency.

3.2 Permits and Approvals

- (a) The Owner shall, prior to commencing any work on the Lands including the erection of any buildings or structures thereon, obtain all of the necessary permits and approvals from any required Government Authority for such work; and all the necessary permits from the CBO for the Works shown on the Approved Plans that are governed by the OBC.
- (b) Despite anything contained in this Agreement the Owner shall, with respect to Works shown on the Approved Plans that are governed by the OBC, comply with all of the requirements of the OBC to the satisfaction of the CBO. In the event of a conflict between any provision of the OBC and any provision of this Agreement, the OBC shall prevail to the extent of the conflict.

3.3 Installation of the Works

- (a) The Owner covenants and agrees that the Lands shall be developed only in accordance with the Approved Plans.
- (b) The Owner further covenants and agrees, at its own expense, to install, do, provide, construct and complete in a good and workmanlike manner to the satisfaction of the

Town all of the Works and other matters shown on the Approved Plans or referred to in this Agreement.

- (c) The Owner shall repair any damage to Town Lands and Town services, works or facilities caused by the installation of the Works required by this Agreement or otherwise caused by the development of the Lands.
- (d) The Owner shall at all times keep all Town Lands abutting the Lands free and clear of all materials and obstructions.

3.4 Siltation, Erosion, Grading, Drainage, Mud, Dust, and Fill

The Owner shall:

- (a) install the siltation and erosion control works shown on the Approved Plans prior to the start of any construction activity on the Lands and these Works shall remain in place and be maintained by the Owner until all grading, construction activity of any kind, and landscape Works on the Lands are completed and the Town has advised the Owner by Notice that these Works may be removed;
- (b) be responsible for all grading and drainage of the Lands in accordance with the Approved Plans and accepted engineering practices;
- (c) correct or rectify any grading deficiencies on the Lands to the satisfaction of the Town within three (3) weeks, weather permitting, of being given Notice by the Town to do so;
- (d) not alter the grading or change the elevation or contour of the land shown on the Approved Plans except in accordance with amended grading and drainage plans accepted by the Town;
- (e) ensure that any screening or processing of soil shall be completed and cease no later than July 1 of a calendar year. In the event that screening or processing is not complete by July 1, the Owner agrees to shape and hydroseed any soil stockpile and shall not be entitled to re-commence screening or processing until October 1 of the same year;
- (f) adopt reasonable dust mitigation protocols to minimize the impact of dust on the surrounding lands. The Owner agrees to use and implement all reasonable dust mitigation measures and techniques when requested by the Town;
- (g) ensure that all necessary Ministry of the Environment, Conservation and Parks permissions, permits and approvals, as applicable, are in place prior to the commencement of any soil screening or processing; and
- (h) ensure that any fill or excess soil on the Lands or related to the development of the Lands is governed and managed in accordance with Ontario Regulation 406/19 as amended.

The Owner acknowledges that the Town, in addition to any other remedy it may have under this Agreement and at law, shall also be entitled to enforce this Section in accordance with the Town's Alteration of Grade By-law 2002-78 as amended from time to time or any successor or replacement by-law thereto.

3.5 Tree Preservation and Landscaping Requirements

The Owner shall:

- (a) preserve the existing trees and vegetation shown on the Approved Plans to be preserved, if required, and plant the trees and landscaping required to be planted by the Approved Plans;
- (b) install any tree protection fencing shown on the Approved Plans to the satisfaction of the Town prior to the start of any construction activity on the Lands, which fencing shall remain in place until all grading, construction activity of any kind is completed;
- (c) not remove any trees or vegetation without the prior written approval of the Town except such trees and vegetation that are diseased or dead or such trees and vegetation that are designated for removal on the Approved Plans; and
- (d) replace, to the satisfaction of the Town, any existing trees and vegetation shown on the Approved Plans to be preserved which are removed without prior written approval of the Town except such trees and vegetation that are diseased or dead;

The Owner acknowledges that the Town, in addition to any other remedy it may have under this Agreement and at law, shall also be entitled to enforce this Section in accordance with the Town's Tree Preservation By-law No. 2010-68 as amended from time to time or any successor or replacement by-law thereto.

3.6 Site Access

The Owner covenants and agrees that they shall not use any open Town owned roads or highways (whether assumed or unassumed) for any construction related vehicles without prior written permission of the Town.

4. Completion of the Works

It is the intention of this Agreement that all the Works shall be installed or otherwise provided expeditiously and continuously and be completed within three (3) years from the date of execution of this Agreement unless such time is extended in writing by the Town.

5. Ownership and Maintenance of the Works

- (a) The Owner covenants and agrees that the Private Works shall be designed, installed, operated, maintained repaired, reconstructed and replaced to Acceptable Standards in accordance with the Approved Plans by the Owner or its successors and assigns, including a condominium corporation, at their own expense in perpetuity.
- (b) The Owner covenants and agrees that the Town shall have no responsibility whatsoever for the design, construction, installation, maintenance, repair, replacement, use, or operation of the Private Works at any time, now or in the future.
- (c) The Owner covenants and agrees that the Public Works shall be designed, installed, maintained, repaired, reconstructed and replaced to Acceptable Standards in accordance with the Approved Plans by the Owner or its successors and assigns at their own expense and maintained for a period of two (2) years following Completion or until top course asphalt is installed, whichever is later; and in any event until Acceptance of the Public Works by the Town.
- (d) The Owner covenants and agrees that, notwithstanding the Owners obligations as outlined in Section 5 herein, the Town shall operate the Watermain from the date of Completion of the Watermain, but the Owner shall remain responsible for maintaining and repairing the Watermain to an Acceptable Standard until Acceptance;

- (e) The Parties agree that the Town shall have no obligation or responsibility whatsoever for the design, installation, operation, maintenance, repair, reconstruction and replacement of the Private Works or for any other costs relating to the Private Works.
- (f) The Parties agree that, prior to Acceptance, the Town shall have no obligation or responsibility whatsoever for the design, installation, maintenance, repair, reconstruction and replacement of the Public Works or for any other costs relating to the Public Works.
- (g) The Owner and its successors and assigns hereby release and forever discharge the Town and its elected officials, officers, agents, contractors and employees from all costs, and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with the design, installation, maintenance, and use of the Works.

6. Miscellaneous Conditions

6.1 Land Use Permit

The Owner shall not install or place any works, including culverts and driveways, berms, fencing, trees, shrubs, hedges, landscaping of any kind, signboards, construction materials or other objects on Town Lands, without first obtaining from the Town a Land Use Permit required by the Town's Land Use Permit By-law 2014-65, as amended, for such work. This Section does not apply to Works shown on the Approved Plans.

6.2 Water By-law

The Owner acknowledges and agrees that the use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Town's Water By-law then in force. The Owner agrees not to use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Town and until a temporary water meter has been installed by the Town, at the Owner's expense, to record the amount of water used for flushing or testing. The Owner shall be responsible for the cost of installing and subsequently removing such temporary water meter as well as the costs of the water used for such flushing and testing at the rates applicable from time to time and levied by the Town. The Owner shall also be responsible for all costs associated with the maintenance of the temporary water meter.

6.3 Damage and Debris

The Owner agrees:

- (a) to not use any Town owned land (including roads and highways whether assumed or unassumed) during installation or construction of the Works without the written permission of the Town. In the event any Town owned lands, works, equipment or material is damaged by the Owner or because of the construction on the Lands, the Owner agrees to repair and restore said damage immediately to the satisfaction of the Town.
- (b) not to foul any roads or highways and shall maintain satisfactory personnel and equipment to sweep and clean the roads and highways so fouled by construction on or related to the Lands to prevent nuisance mud or dust and as directed by the Town.
- (c) to clear any garbage or debris from the Lands or adjacent town owned lands and roads if requested by the Town and in any event the Owner agrees to keep the lands in a reasonably clean and tidy state.

6.4 Right to Enter

The Owner, for itself and its successors and assigns, hereby grants to the Town, and its employees, agents, contractors and workmen and other persons duly authorized by the Town the right at all times and from time to time, to enter on the Lands or any part thereof for the purposes of inspecting the Works, including the grading and drainage of the Lands or any part thereof in accordance with the requirements of this Agreement and for rectifying a Default of the Owner if necessary.

6.5 Communication Plan

The Owner covenants and agrees to create and abide by a Communications Plan. The Owner further agrees that if the Communications Plan requires that Notice or communications be given before any step is taken, the Owner shall not take such step until such Notice or communication is given. In the event the Owner fails to give Notice or facilitate required communication, the Town may issue a stop work order and the Owner shall cease all work on the lands related to the failure to give Notice until proper Notice or Communication is given or made.

- (a) The Owner covenants and agrees to provide, or require that the Consultant provide, a Communications Plan to notify the Town and area residents of significant Construction activities to the satisfaction of the Town.
- (b) At a minimum the Communication Plan shall provide:
 - (i) For installation of a project notification sign, 1.2 m x 2.4 m minimum size, to Town template, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date and maintained for full duration of construction.
 - (ii) Notification of the construction project to property owners as deemed appropriate in consultation with the Development Engineering department of the Town via hand/mail delivery.
 - (iii) Schedules of intended site activities updated regularly (weekly or bi-weekly, as determined in consultation with the Town).
 - (iv) A minimum of two (2) weeks' notice following Town approval and prior to commencement of:
 - i. Significant site activities such as site alteration works (e.g. tree clearing & grubbing, commencement of site servicing/grading, placement of asphalt, concrete curbs and sidewalks, and landscaping).

ii. Off-site works on Town owned Lands/Roads

6.6 Stop Work Order

- (a) A stop work order shall mean an order, issued by the Town, which requires the Owner or their contractors, agents, employees or assigns, to immediately cease the activity, work or works as outlined in the order ("Stop Work Order"). The Stop Work Order shall set out the remedial actions required by the Owner.
- (b) Nothing in a Stop Work Order shall prohibit the Owner or their contractors, agents, employees or assigns from continuing work or works for the sole purpose of securing the Lands or preventing damage to person or property.

- (c) The Town agrees to forthwith rescind a Stop Work Order once the remedial action as outlined in the Stop Work Order has been fulfilled, at the Town's discretion, acting reasonably.
- (d) A Stop Work Order may only be issued by the Town in the following circumstances:
 - a. The continuation of the work on the Lands poses a threat to person or property or is deemed an emergency by the Town;
 - b. The Owner has failed to abide by Section 6.5 of this Agreement;
 - c. The work on the Lands is not in conformity with the Approved Plans or Applicable Laws and, in the opinion of the Town, requires immediate or urgent correction, rectification or repair.
 - d. The work on the Lands is not approved by, or is in contravention of, this Agreement.
- (e) The Owner covenants and agrees to save harmless the Town and that the Town shall not be responsible or liable for any damages or losses incurred by the Owner or its contractors, agents, employees or assigns, as a result of the issuance of any Stop Work Order by the Town, unless said Stop Work Order was issued maliciously, negligently, or in bad faith.
- (f) The failure of the Owner or their contractors, agents, employees or assigns to comply with a Stop Work Order shall constitute a Default.

6.7 The Construction Act

The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the services.

6.8 Occupancy

The Owner agrees:

- (a) Not to permit occupancy of any building or structure or part thereof for which building permits have been issued until all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and specifications, and the internal water distribution, sanitary sewer collection systems, and storm sewers and appurtenances have been tested and approved and are operating in accordance with the conditions established by the Town; and
- (b) that, in the event that a building or structure or part thereof is occupied contrary to this Section, the Town is entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Town.

6.9 Lighting Facilities

The Owner agrees to design light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.

6.10 Garbage Collection

The Owner agrees not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or parklands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of forty-eight (48) hours from the time of delivery of written notice to the Owner, the Town may enter the Lands and remove the said material and the Owner will be charged for all expenses incurred by the Town and the Owner further agrees that the Town may make such charge against the security filed with the Town.

6.11 Snow Removal

The Owner agrees to provide regular removal of snow from the site (or to provide sufficient snow storage areas on the Lands), and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.

6.12 Utilities

The Owner agrees to obtain written confirmation from the appropriate entities that all utility requirements for the Lands, including but not limited to water, electricity, telephone, telecommunications (including internet and fibre network), cable television, gas, and postal services have been satisfactorily arranged, and that servicing for the same will be provided underground without any expense, cost or obligation on the part of the Town and that all requisite easements have been or will be provided to such entities.

PART III

FINANCIAL CONDITIONS, SECURITY AND INSURANCE

7.1 Fees and Charges

The Owner shall pay to the Town, upon execution of this Agreement, the payments, fees, charges and rates as set out in Schedule "D".

7.2 Development Charges

The Owner acknowledges that the Town and the County of Grey have enacted the development charges by-laws pursuant to the Development Charges Act, 1997, as amended, which apply to the Lands. Subject to any special provisions with respect to development charges set out in Schedule "C", the Owner shall pay the development charges imposed by these by-laws in the amounts and at the times provided by these by-laws.

8. Insurance

8.1 General Liability Insurance Policy

- (a) Prior to commencing any work on the Lands the Owner shall take out and keep in full force and effect until Final Acceptance of all of the Works, at its sole cost and expense, the following minimum insurance:

- (i) Commercial General Liability insurance applying to all operations of the Owner which shall include coverage for bodily injury liability, property damage liability, products and completed operations liability, contractor's protective liability, contractual liability, non-owned automobile liability, contingent employers liability and employees as additional insured.

This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done in connection with the development of the Plan.

This policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence and shall include the Town as an additional insured;

This policy shall provide primary insurance coverage and not excess to any other insurance available to the Town.

- (ii) Automobile Liability (Owned and/or Leased Vehicles) insurance with an inclusive limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property. This policy must cover all vehicles owned, leased or operated by or on behalf of the insured; and
- (iii) Environmental Pollution Liability insurance to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage cannot be limited to hostile fire only.

This policy shall be written with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, on a claims-made basis, or such other limit as the Town may reasonably require, and shall not include the Town as an additional insured.

- (b) These policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurers to the Town at least sixty (60) days before the effective date thereof.
- (c) The premiums on these policies must be paid initially for a period of one year and the policies shall be renewed for further one-year periods until all the Works required under this Agreement are installed and assumed by the Town (or Accepted by the Town, in the case of Private Works). If required by the Town, the Owner shall prove to the satisfaction of the Town that all premiums on these policies have been paid and that all insurance is in full force and effect.
- (d) The Owner shall deliver with this Agreement (if not previously delivered) certified copies of these policies of insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Town.
- (e) The Owner shall file a renewal certificate with the Town not later than one (1) month before the expiry date of any policy provided pursuant to this Agreement, until the Town has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the Town shall be entitled to either renew

the policy at the expense of the Owner or to order that all work on the Lands cease until the policy is renewed.

- (f) These policies shall provide for cross-liability and severability of interest protecting the Town against claims by the Owner as it were separately insured and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured.

8.2 No Relief

The issuance of such policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.

8.3 Notice of Cancellation

If the Town receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Town otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Town may, on Notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Town shall be entitled to obtain new insurance or add the necessary insurance coverage to the Town's blanket insurance. The Owner shall forthwith, upon receipt of Notice thereof from the Town, reimburse the Town for the cost of such insurance payable as noted above. In addition, the Town shall, at its sole discretion and option, be entitled to draw upon any Security posted under this Agreement to cover the costs of the insurance.

9. Indemnity

The Owner shall indemnify and save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with the design, installation or operation of any of the Works required under this Agreement, the maintenance and repair or lack of maintenance and repair of such Works by the Owner pursuant to the terms of this Agreement, the use of the Works by any person or any defect in workmanship or material with respect to the Works.

10. Security and Default

10.1 Security

- (a) In order to guarantee total performance of this Agreement by the Owner, the Owner shall provide to the Town, upon execution of this Agreement a letter of credit or letters of credit in the amount or amounts determined by the Town and set out in Schedule "E" (the "Security"). The letter of credit shall be from an Ontario Branch of a Canadian Chartered Bank and in a form approved by the Treasurer. The Owner covenants and agrees that the letter(s) of credit shall be kept in full force and effect and that it will pay all premiums on the letter(s) of credit as they become due until such time as the Town returns the letter(s) of credit in accordance with the provisions of this Agreement.
- (b) Wherever in this Agreement a letter of credit is required to be filed with the Town, the Owner may instead deposit cash or a certified cheque to be cashed, in an amount equal to the letter of credit and such deposit shall be held by the Town as Security in accordance with this Agreement provided that no interest shall be payable on any such Security.
- (c) The Owner acknowledges that upon the transfer of ownership of any of the Lands, the Town will not return any letter of credit or cash deposit required under this Agreement

until the new owner files a substitute letter of credit or letters of credit or deposits cash or a certified cheque to be cashed in the required amounts with the Town.

(h) The Security shall be released in accordance with the provisions of Part 2 of Schedule "E".

10.2 Owner in Default

- (a) The Owner agrees that the Town's Treasurer shall be entitled to draw upon and use all or a part of the Security to rectify any Default, despite the specific allocation of costs of the Works and the Security set out in Schedule "E".
- (b) If, in the sole and absolute opinion of the Town, the Owner is in Default, the Town, except in cases of emergencies, may give Notice to the Owner of the Default and may require the Owner to rectify the Default. If the Default is not rectified within Twenty (20) Business Days after receipt by the Owner of such Notice or within such time period as may be designated in the Notice by the Town, then
 - (i) the Town shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such contractors or workmen as in the opinion of the Town are required for the proper rectification of the Default, to enter upon the Lands and to do all such work and things, including the installation of Works, as are necessary to rectify the Default to the satisfaction of the Town, at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior Notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Town, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour, materials, tools, machinery, and applicable taxes; and
 - (ii) the Town's Treasurer may, at any time draw on and use all or part of the Security to pay the cost, as calculated by the Town, of any works or things, including the installation of Works, done by the Town pursuant to the provisions of this section to rectify the Default.
- (c) The Owner agrees that any entry on the Lands and any work done by the Town pursuant to the provisions of this section shall not be the acceptance of any liability in connection therewith nor a release of the Owner from any of its obligations under this Agreement.

PART IV

ADMINISTRATION

11. Notice

If any notice is required to be given by either Party to the other with respect to this Agreement, such notice shall be mailed, delivered, or sent by email to each Party at such addresses as shown on Schedule "A"

Or such other address of which either Party has notified the other, in writing, and any such notice mailed, delivered or sent by email shall be deemed good and sufficient notice under the terms of this Agreement.

12. Registration of Agreement

The Owner hereby agrees that this Agreement will be registered upon title to the Lands and the Owner hereby authorizes the Town Solicitor or his designate to execute on behalf of the Owner

all documents necessary to register this Agreement in the Land Registry Office. The Owner further covenants and agrees to pay to the Town the cost of registration of this Agreement, as well as any further costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.

13. Postponement and Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

14. Enforcement

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the Municipal Act.

15 Termination of Agreement

If the proposed development governed by this Agreement is not commenced within six (6) months from the date of the execution of this Agreement, the Town may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Town, but under no circumstances will interest be paid on any refund.

16. Waiver

The failure of the Town at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall be waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its right at law to enforce this Agreement.

17 Extension of Time

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Town, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

18. No Challenge to Agreement

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

20. Schedules

The following schedules are attached hereto and form part of this Agreement:

“SCHEDULE A” being a description of the lands affected by this Agreement.

“SCHEDULE B” being a description of the Site Plan and the Approved Plans

“SCHEDULE C” being the Conditions of Site Plan Approvals and Special Provisions

“SCHEDULE D” being a listing of the Financial Obligations of the Owner

“SCHEDULE E” being the Security Requirements

“SCHEDULE F” being the Lands and Easements to be Conveyed

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SHERWOOD HOMES LTD.

Per: _____

Name

Title

I/We have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Mayor – Alar Soever

Clerk – Corrina Giles

SCHEDULE "A"

**This schedule forms part of a Site Plan Agreement between the Owner and The Corporation
of the Town of The Blue Mountains**

DESCRIPTION OF THE LANDS

BLOCK 39, PLAN 16M83

ADDRESS OF THE OWNER FOR NOTICE

Sherwood Homes Ltd
6783 Wellington Road 34, RR 22,
Cambridge ON N3C 2V4
Email: tballantyne@heritagehomes.com

ADDRESS OF THE TOWN FOR NOTICE

32 Mill Street
Thornbury, ON.
N0H 2P0
email: directorpds@thebluemountains.ca

SCHEDULE "B"

This schedule forms part of a Site Plan Agreement between the Owner and The Corporation of the Town of The Blue Mountains

APPROVED PLANS

All of the following Approved Plans, prepared by Crozer Consulting Engineers (Project 183-5908) and/or Stantec and marked Approved for Construction by the Town on August 26, 2022:

<u>DRAWING</u>	<u>TITLE</u>
A100	SITE PLAN
C101	GENERAL SITE SERVICING PLAN
C102	OVERALL SITE GRADING PLAN
C103.A	PLAN & PROFILE BLOCK 6 SERVICING & STREET 'A' (STA. 0+000 – 0+115.24)
C103.B	PLAN & PROFILE STREET 'B' (STA. 0+000 – 0+183.04)
C103.C	PLAN & PROFILE STREET 'C' (STA. 0+000 – 0+042.65)
	STREET 'D' (STA. 0+000 – 0+111.80)
C104	SANITARY DRAINAGE AREA PLAN
C105	STORM DRAINAGE AREA PLAN
C106	WATER DISTRIBUTION PLAN
C107	EROSION AND SEDIMENT CONTROL PLAN
C108	CONSTRUCTION NOTES & STANDARD DETAILS
C109	COMPOSITE UTILITY PLAN
C110	PAVEMENT MARKING PLAN AND SIGNAGE PLAN
S100	RETAINING WALL SECTION
E001	ELECTRICAL SPECIFICATIONS, LEGEND & DRAWING LIST
E100	SITE PLAN – PHOTOMETRIC
E101	SITE LIGHTING DETAILS
E110	SITE PLAN – ELECTRICAL
E111	SITE ELECTRICAL DETAILS
L-460	MASTER LANDSCAPE PLAN
L-461	LANDSCAPE PLAN BLOCK 1-4 FOUNDATION PLANTING
L-462	LANDSCAPE PLAN BLOCK 5 & 6 FOUNDATION PLANTING
L-463	LANDSCAPE PLAN BLOCK 7 FOUNDATION PLANTING & ENTRY FEATURE PLANTING & ELEVATION
L-500	LANDSCAPE DETAILS AND NOTES
L-501	LANDSCAPE DETAILS AND NOTES

PUBLIC WORKS

- The Watermain

PRIVATE WORKS

- All Works Shown on the Approved Plans except the Public Works

For greater certainty, the Parties agree that the Watermain shall, after Acceptance, be a Town-owned public work up to and including the curb-stop that services each individual unit; any and all water distribution works – including without limitation, the watermain and related appurtenances, water main pipe, fittings, restraints, valves, hydrants, autoflusher, water services and water boxes – which are located between the town-owned curb stop and any individual unit shall be Private Works.

SCHEDULE "C"

This schedule forms part of a Site Plan Agreement between the Owner and The Corporation of the Town of The Blue Mountains

CONDITIONS OF SITE PLAN APPROVAL

Conditions of Site Plan Approval set out in the Decision which are not included in Parts I to IV of this Agreement.

PART 1 LANDS AND EASEMENTS

See Schedule F

PART 2 WORKS PROVISIONS

1. Water Supply and Water Mains

The Owner shall not connect any part of the Watermain to the Town's existing water works unless authorized by Notice given by the Town. Such connections shall be undertaken expeditiously by qualified persons under observation by the Town and in accordance with all Town procedures and policies and all Applicable Laws governing such connections.

2. Location of Water Boxes

Water services boxes for each dwelling unit are not to be located in a Private Road or driveway unless otherwise directed by the Town. The Owner shall relocate any water service box out of any Private Road or driveway that has not been approved by the Town.

3. Garbage Enclosure

The Owner acknowledges that in order for the Town to provide public garbage collection a centralized garbage collection area is required to be shown on the Site Plan and constructed to Town specifications, including as it relates to size, access, and security.

The Owner has opted, and the Town has agreed, that the Owner or the Condominium Corporation (as the case may be), will provide private garbage collection services for the Lands and units thereon.

The Owner has further agreed that if, at any time in the future, it or a Condominium Corporation related to the Lands wishes to have public garbage collection, then the Owner or Condominium Corporation, as the case may be, shall be obligated to construct and provide an appropriate garbage access area and enclosure, to the Town's specifications, at the Owner/Condominium Corporations sole cost.

The Owner agrees that the Town shall not be obligated to provide public garbage collection until such time as a suitable garbage enclosure and access area is constructed to the Town's satisfaction.

The Owner agrees to include a provision to this effect in any Condominium Declaration, to the satisfaction of the Town.

4. Site Access

In addition to the requirements of Section 3.6 of this Agreement, the Owner agrees that all site access, including all construction access to the Lands shall be by way of a dedicated construction road with access directly onto 39th Sideroad. At no time shall West Ridge Dr. be used for access or construction vehicles of any kind without the prior written permission of the Town.

PART 3 PLANNING PROVISIONS

1. That the Owner shall pay all outstanding property taxes prior to the registration of the Plan of Condominium.
2. That the development shall proceed as a standard condominium. Changes to the ownership tenure or condominium format may be altered at the sole cost of the

applicant or any successor to the site plan agreement and may require an amendment to the site plan agreement and any other Planning Act approvals deemed necessary by the Town or the County of Grey. Any resulting amendments or planning approvals shall be at the sole risk and cost to the Owner.

PART 5 THE CONDOMINIUM CORPORATION

The Parties acknowledge that it is the Owner's intent to develop and sell units on the Lands as a condominium, subject to the applicable approval processes under the *Condominium Act* and *Planning Act*.

The Owner acknowledges and agrees that the County of Grey is the approval authority for Plans of Condominium and neither the execution of this Agreement nor the construction of any Works on the Lands shall be deemed to be a condominium approval or pre-approval of any kind.

The Parties agree that the execution of this Agreement shall in no way fetter the discretion of the Town and County of Grey in their review and decision-making authority with respect to any condominium approval.

DRAFT

SCHEDULE "D"

**This schedule forms part of a Site Plan Agreement between the Owner and The Corporation
of the Town of The Blue Mountains**

PART 1 - LIST OF FINANCIAL OBLIGATIONS OF THE OWNER

1.	Parkland Payment	\$NIL
2.	Agreement Preparation Fee	\$NIL
3.	Municipal Fees and Charges	\$NIL
4.	Land use Permit Fee	\$NIL
5.	Development Charges (see Part 2)	\$SEE PART 2
6.	Engineering Works Fee*	\$51,807.97
7.	Other	\$NIL

Total \$51,807.97

***5.64% of total cost of Works, less \$8200.00 pre-paid**

PART 2 – DEVELOPMENT CHARGES

For the purposes of this Agreement:

“By-law 2019-17” means the Town’s Development Charges By-law 2019-17 as amended from time to time or any successor or replacement by-law thereto;

1. The Parties agree that the provisions of By-law 2019-17 shall govern the payment of development charges with respect to dwelling units to be constructed on the Lands.
2. The Parties agree that development charges shall be calculated and paid at the time a building permit is issued.
3. The Owner acknowledges and agrees that County of Grey Development Charges are payable at the time a building permit is issued.

SCHEDULE "E"

This schedule forms part of a Site Plan Agreement between the Owner and The Corporation of the Town of The Blue Mountains

PART 1 ESTIMATED COST OF THE WORKS AND SECURITY REQUIRED

TOTAL COST OF THE WORKS

The Parties agree that the total cost of all Works is \$958,532.50, as detailed on the *Securities Estimate*, prepared by Crozier Consulting Engineers, dated August 12, 2022 for Project No: 183-5908, and included in this Schedule.

The Owner agrees to pay to the Condominium Corporation, forthwith upon registration, \$20,000.00 to be held by the Condominium Corporation for the future construction of a garbage enclosure, if necessary, as described in Schedule C, Part 2 (3) of this Agreement.

SECURED WORKS

The secured Works are as detailed on the *Securities Estimate*, prepared by Crozier Consulting Engineers, dated August 12, 2022 for Project No: 183-5908, and included in this Schedule.

TOTAL ESTIMATED COST OF THE WORKS	\$ 958,532.50
Site Supervision, Contract Administration, Engineering (6%) of Public and Private Works,	\$ 57,511.95

TOTAL SECURITY REQUIRED (105% of Total Cost of the Works plus Engineering) (to be paid to the Town at the time of execution of this Agreement)	\$1,063,971.08
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PART 2 - REDUCTION AND RELEASE OF SECURITY

1. Application for Reduction/Release of Securities

Prior to the reduction or release of any security held by the Town for the Works the Owner must supply the Town with the following documentation in a form satisfactory to the Town:

- i. Letter of application for reduction/release;
- ii. the Consultant's Certificates;
- iii. As-recorded drawings and a Final Grading Certificate;
- iv. Satisfactory evidence of no construction liens filed;
- v. Workplace safety certificate;
- vi. Statutory declaration from the Owner that all accounts from contractors for the Public Works have been paid.

2. Release of the Security on Completion – Private Works

2.1 Upon the completion of all of the Private Works the Owner may request a release of the Security for the Private Works upon fulfillment of the following conditions:

- (i) the Consultants have provided a certificate stating that all of the Private Works have been installed free of all defects and deficiencies in strict accordance with all Applicable Laws, the OBC, the Approved Plans and the requirements of this Agreement;
- (ii) the Town has inspected the Private Works and the Owner has rectified and repaired all defects and deficiencies in these Works found by this inspection to the satisfaction of the Town; and

- (iii) the Owner has complied with all of the requirements of this Agreement.
- 2.2 Subject to compliance with the requirements of Section 2.1, the Treasurer shall reduce the Security held for the Private Works to zero (0) and therewith release or return the Security to the Owner or to the issuing financial institution.
- 3. Reduction of the Security on Completion – Public Works**
- 3.1 Upon the completion of all of the Public Works, the receipt by the Town of all the documents identified in Section 1 above the Town agrees that a Certificate of Completion shall be issued by the Town upon fulfillment of the following conditions:
- (i) the Consultants have provided a certificate stating that all of the Public Works have been installed and are functioning, free of all defects and deficiencies (excepting normal wear and tear), in strict accordance with all Applicable Laws, the Engineering Standards, the Approved Plans and the requirements of this Agreement;
 - (ii) the Town has inspected the Public Works and the Owner has rectified and repaired all defects and deficiencies in these Works found by this inspection to the satisfaction of the Town, unless otherwise agreed in writing with the Town; and,
 - (ii) the Owner has complied with all the requirements of this Agreement.
- 3.2 Upon the Town issuing the Certificate of Completion for the Public Works the Town shall reduce the Security required for the Public Works to ten (10%) percent of the required Security for the Public Works.
- 4. Acceptance and Release of the Security – Public Works**
- 4.1 Upon the completion of the Maintenance Period for the Public Works, the receipt by the Town of all the documents identified in Section 1 of this Part 2 above the Town agrees that a Certificate of Acceptance shall be issued by the Town upon fulfillment of the following conditions:
- (i) the Consultants have provided a certificate stating that all of the Public Works have been installed and are functioning, free of all defects and deficiencies (excepting normal wear and tear), in strict accordance with the Engineering Standards, the Approved Plans and the requirements of this Agreement;
 - (ii) the Town has inspected the Public Works and the Owner has rectified and repaired all defects and deficiencies in these Works found by this inspection to the satisfaction of the Town; and,
 - (ii) the Owner has satisfied and fulfilled all the requirements of this Agreement, to the satisfaction of the Town.
- 4.2 Upon the Town issuing the Certificate of Acceptance, the Town shall reduce the Security required for the Public Works to zero (0) and therewith release or return the Security to the Owner or to the issuing financial institution.

SCHEDULE "F"

**This schedule forms part of a Site Plan Agreement between the Owner and
The Corporation of the Town of The Blue Mountains**

LANDS AND EASEMENTS TO BE CONVEYED TO THE TOWN

PART 1 PARKLAND DEDICATION

NIL

PART 2 OTHER LANDS TO BE CONVEYED

Town

NIL

County

NIL

Other Persons

NIL

PART 3 EASEMENTS TO BE CONVEYED

Town

An easement on the Lands, to the satisfaction of the Town to permit access to the Watermain for repair, replacement, maintenance, and inspection.

Other Persons

Easements as otherwise may be required for utility service providers.

PART 4 LANDS FOR FUTURE DEVELOPMENT

Nil.