

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BETWEEN:**

**WILLIAM GRANDINE AND ARLENE GRANDINE**  
of 503337 Grey Road 1, RR 2, Georgian Bluffs, ON N0H 2T0  
Herein after referred to as "Owner"

– and –

**THE CORPORATION OF GREY COUNTY**  
Herein after referred to as "County"

**WHEREAS:**

- a. The Owner is the registered and beneficial owner of lands legally described as:  
Roll number 420362000822001, Part of Lot 34, Colpoy's Range, Plan 16R-10460, Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey, Province of Ontario (called the "Owner's Lands");
- b. The Owner has experienced water run-off problems onto the Owner's Lands;
- c. Grey County is prepared to make the changes to drainage on or near the Owner's Lands described in Schedule A (called the "County's Work") on the conditions set out in this agreement;
- d. The Owner wants Grey County to complete the County's Work and is prepared to accept the conditions set out in this agreement;
- e. The Grey County work will be performed by a contractor through the Grey County tendering process.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. Grey County shall complete Grey County's Work as soon as reasonably possible without charge to the Owner.
2. The Owner grants to Grey County an easement in the form of Schedule B (called the "Easement") in order to permit Grey County to complete Grey County's Work. Grey County shall obtain the reference plan from an Ontario Land Surveyor necessary to register the permanent easement on title and Grey County shall be entitled to register the permanent easement.
3. The Owner acknowledges that he/she is hereby informed that their property is at risk of subsequent flooding or washouts which may occur because of the low elevation of the cottages/houses in relation to Grey Road 1 and that while Grey County's Work is intended to address drainage, it can not result in assurance that such flooding or washouts will not occur in the future because of the difference in elevation between the road and the buildings. Therefore, Grey County shall not be responsible for future loss or damage.
4. **Time the Essence of the Agreement.** Time is of the essence of this agreement.
5. **Notice.** All notices required pursuant to this agreement shall be delivered by hand to the party for which it is intended, sent by telex, fax, telegram, or similar form of transmitted message or sent by prepaid courier directed to such party at the address shown on the land registry records in the case of the Owner or at Grey County Administration building in the case of Grey County, or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.
6. **Amendment.** No change or modification of this agreement shall be valid unless it be in writing and signed by each party.
7. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.

8. **Further Assurances.** The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.
9. **Validity and Interpretation.** The headings used in this agreement are for convenience only and are not to be considered a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force. It is agreed that unless the context of this agreement requires otherwise, the singular number shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.
10. **Heirs, Successors, Assigns.** This agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and permitted assigns of each of the parties.
11. **Counterparts.** This agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.
12. **Non-Assignable Without Written Consent.** This agreement shall not be assigned without the written consent of the parties.

**IN WITNESS WHEREOF** the parties have set their hands and seals.

THE CORPORATION OF THE COUNTY OF GREY:

\_\_\_\_\_  
BRIAN MILNE, WARDEN, COUNTY OF GREY

\_\_\_\_\_  
SHARON VOKES, CLERK, COUNTY OF GREY

We, together, have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

**SCHEDULE "A"**  
**Description of Grey County's Work**

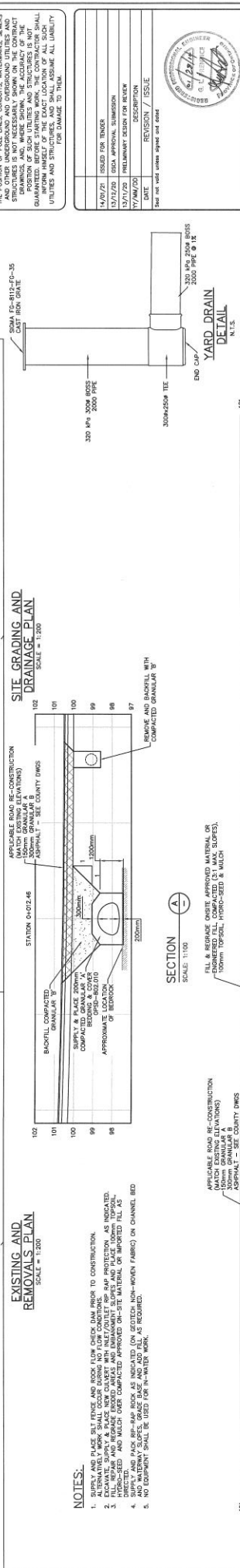
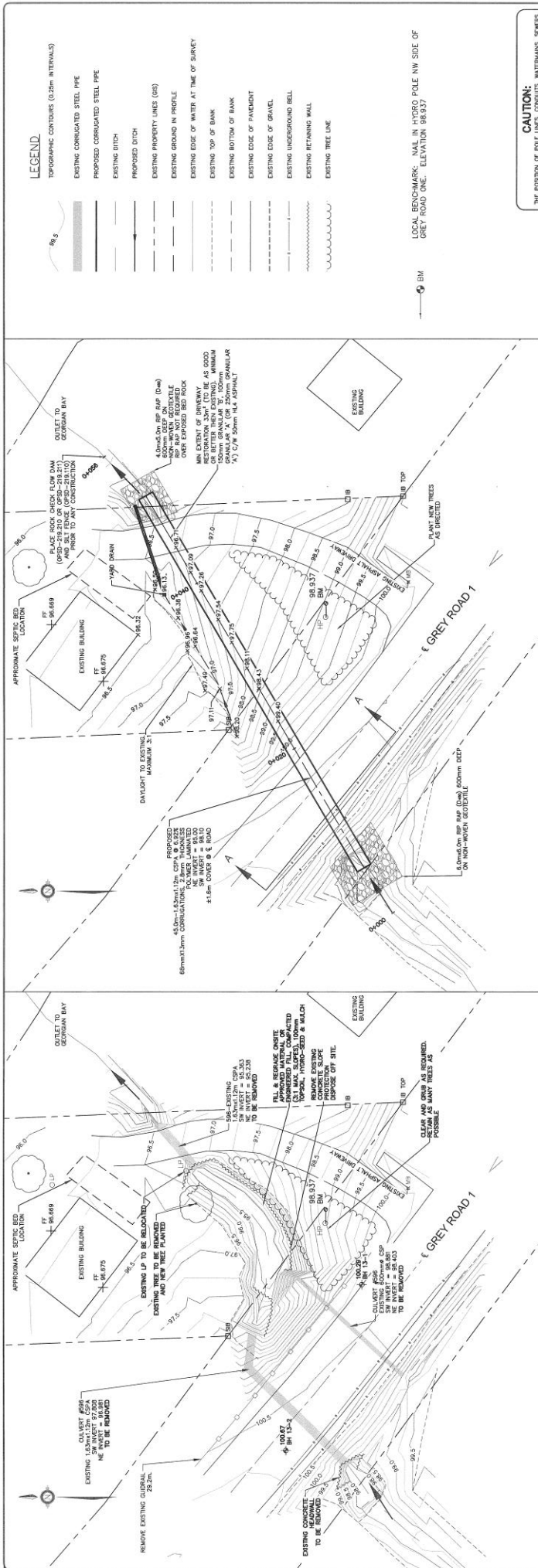
The work includes the placement of one, 1.88 m x 1.26 m CSPA complete with ploy-lam coating for a length of 45 m. The culvert shall be installed from the approximate inlet of the existing culvert and outlet at the approximate existing outlet of the culvert under the driveway.

The lot will then be graded with the existing open channel filled in and graded toward a drain lid installed as part of the work.

All works are to be constructed as shown and detailed on the attached Drawing No. 131-22446-00-01 (January 28, 2014), prepared by WSP.

The following conditions - to be met at the County of Grey's expense - have been requested by the Owner and approved by Grey County Transportation Services:

1. The entirety of the existing asphalt surface of the Owner's driveway shall be removed and disposed of. The driveway shall be re-graded and re-paved, concurrent with the reconstruction of Grey Road 1, using the same granular and asphalt materials as used for Grey Road 1 reconstruction.
2. The tree securing the clothesline should remain if possible.
3. The retaining wall at the edge of the parking area, at the shoulder of Grey Road 1 immediately south of the driveway entrance, shall have necessary minor repairs completed.
4. The small trees and shrubs (selected at the Owner's discretion) between the driveway and the existing channel shall be removed and disposed of. The final grade shall be finished with appropriate top soil and grass seed.
5. The Owner agrees to allow any minor horizontal or vertical re-alignment of the driveway that may be required to facilitate construction of proposed work.



**LEGEND**

- TOPOGRAPHIC CONTOURS (0.25m INTERVALS)
- EXISTING CORRUGATED STEEL PIPE
- PROPOSED CORRUGATED STEEL PIPE
- EXISTING DITCH
- PROPOSED DITCH
- EXISTING PROPERTY LINES (OS)
- EXISTING GROUND IN PROFILE
- EXISTING EDGE OF WATER AT TIME OF SURVEY
- EXISTING TOP OF BANK
- EXISTING BOTTOM OF BANK
- EXISTING EDGE OF PAVEMENT
- EXISTING UNDERGROUND BELL
- EXISTING RETAINING WALL
- EXISTING TREE LINE

**CAUTION:** THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE INFORMATION IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

**NOTES:**

- ALL EXISTING AND PROPOSED CULVERTS AND PIPES TO BE REMOVED OR RECONSTRUCTED SHALL BE REMOVED OR RECONSTRUCTED IN ACCORDANCE WITH THE NOTES ON THE DRAWINGS.
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**LOCAL BENCHMARK:** NAIL IN HYDRO POLE NW SIDE OF GREY ROAD ONE. ELEVATION 98.937

**GREY ROAD 1**

**EXISTING AND PROPOSED REMOVALS PLAN**  
SCALE = 1:200

**EXISTING AND PROPOSED DRAINAGE PLAN**  
SCALE = 1:200

**SECTION**  
SCALE: 1:100

**YARD DRAIN DETAIL**  
SCALE: 1:10

**PROFILE**  
SCALE = 1:100

**WSP**  
100 LAKEVIEW AVENUE  
DUNEDIN, SOUTH ISLAND, NEW ZEALAND  
TEL: 03 478 3111 FAX: 03 478 3112 WWW.WSP.CO.NZ

**GREY COUNTY**

**CULVERT 596**  
**CULVERT REPLACEMENT**  
**GREY ROAD 1**  
**GEORGIAN BLUFFS**

Client: GREY COUNTY  
Design: K P  
Drawn: MGT/TLJ  
Checked: G L P  
Date: NOV 2013  
Scale: AS SHOWN  
Project: AS SHOWN

Drawn: [Signature]  
Checked: [Signature]  
Date: [Signature]

Drawing No. 131-2248-0001

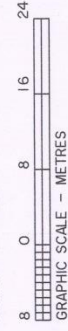
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**PLAN OF SURVEY**  
OF A PART OF

**LOT 34**  
**COLPOY'S RANGE**

GEOGRAPHIC TOWNSHIP OF KEPPEL  
TOWNSHIP OF GEORGIAN BLUFFS  
COUNTY OF GREY

SCALE 1 : 400



**GORDON W. HARWOOD LTD.**  
Ontario Land Surveyors  
2014

**METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048**

**NOTES**

BEARINGS SHOWN HEREON ARE UTM GRID, DERIVED FROM THE INDEPENDENT GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CRS), AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CRS). COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O.REG 216/10

DENOTES IRON BAR  
DENOTES STANDARD IRON BAR  
DENOTES IRON BAR  
DENOTES HEMETT & MILNE LTD., O.L.S.  
DENOTES HEMETT & MILNE LTD., O.L.S.  
DENOTES HEMETT & MILNE LTD., O.L.S.  
DENOTES SURVEY MONUMENT PLANTED  
DENOTES SURVEY MONUMENT FOUND  
DENOTES DEPOSITED PLAN NO. 16R-207  
DENOTES REGISTERED INSTRUMENT NO. R002224  
DENOTES PLAN OF SURVEY BY HEWETT & MILNE, O.L.S.  
DENOTES DATED JULY 13, 1965  
DENOTES REGISTERED INSTRUMENT NO. 239109

FOR BEARING COMPARISONS, A ROTATION OF 0°05' COUNTER CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN NO. 16R-207 TO UTM BEARINGS

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999975.

**INTEGRATION DATA**

ALL COORDINATES ARE IN METRES, ARE DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO THE UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CRS). COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O.REG 216/10

POINT ID	NORTHING	EASTING
A	4960893.49	502345.56
B	4960831.49	502429.36

**CAUTION:** COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**PLAN 16R-10460**  
RECEIVED AND DEPOSITED

DATE May 9, 2014  
SIGNATURE [Signature]

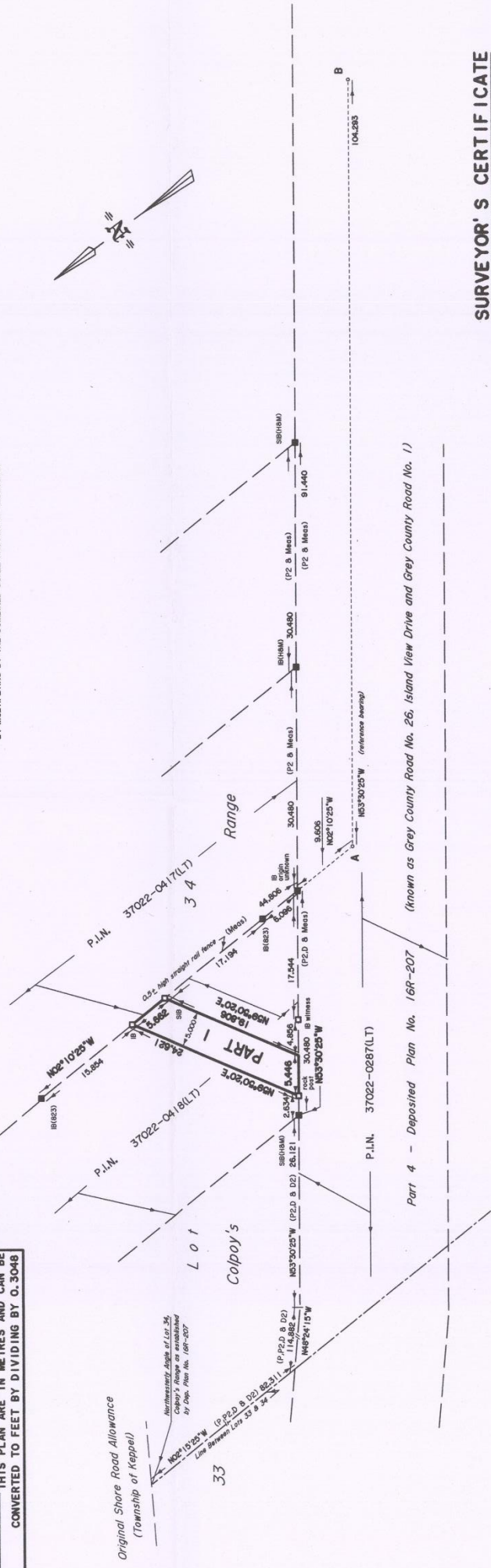
DATE May 8, 2014  
SIGNATURE [Signature]

NAME IN PRINT Kathryn Sam-Guindon  
SIGNATURE [Signature]

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GREY (NO. 16)

SCHEDULE	Part	Lot	Concession	P.I.N.	Area ±m
	1	Part of Lot 34	Colpoys Range	37022-0418(LT)	111

Part 1 comprises a part of P.I.N. 37022-0418(LT)



**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- (1) This survey and plan are correct and in accordance with THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT and the regulations made under them.
- (2) The survey was completed on the 23rd day of April, 2014.

WIARTON, ONTARIO  
April 29, 2014.

[Signature]  
Ontario Land Surveyor  
Kathryn Sam-Guindon

**GORDON W. HARWOOD LTD.**  
Canada Lands Surveyors, Ontario Land Surveyors  
572 FRANK STREET POST OFFICE BOX 610  
WIARTON, ONTARIO, N0H 2T0, TEL. 519-534-1100

**SCHEDULE "B"**  
**Easement Agreement**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BETWEEN:**

**WILLIAM GRANDINE AND ARLENE GRANDINE**  
of 503337 Grey Road 1, RR 2, Georgian Bluffs, ON N0H 2T0  
Herein after referred to as "Owner"

– and –

**THE CORPORATION OF GREY COUNTY**  
Herein after referred to as "County"

– and –

---

Herein after referred to as "Mortgage Lender"

**WHEREAS:**

- a. The Owner is the registered and beneficial owner of lands legally described as:  
  
Roll number 420362000822001, Part of Lot 34, Colpoy's Range, Plan 16R-10460, Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey, Province of Ontario (called the "Owner's Lands");
- b. Grey County has jurisdiction over the public highway known as Grey Road 1 (formerly Grey Road 26) which abuts the Owner's Lands and which public highway shall be the lands entitled to the benefit of the easement and rights hereinafter described;

**NOW THEREFORE** in consideration of two dollars now paid by Grey County to the Owner and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owner grants to Grey County, its successors and assigns an easement and rights:

1. To enter, construct, repair, reconstruct, maintain, inspect and alter water course, storm sewer and all other drainage facilities on or under lands described as Plan of Survey of a Part of Lot 34, Colpoy's Range, Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey, Plan 16R-10460 (the lands subject of the easement herein referred to as the "Easement Lands")
2. For the servants, agents, employees, contractors and workers of Grey County to enter with machinery, materials, vehicles, equipment and appurtenances thereto onto the Owner's Lands and the Easement Lands as is necessary to exercise the easement and rights on the Easement Lands.
3. Grey County covenants to complete all activities pursuant to this agreement with a view to minimizing the disruption to the Owner's Lands. Grey County shall not disrupt any building or other improvement located on the Owner's Lands that are not part of the Easement Lands.
4. The Owner shall keep the Easement Lands clear of trees, brush and other obstructions so that the drainage thereof shall not be impeded.
5. In consideration of two dollars now paid by Grey County to the Mortgage Lender and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Mortgage Lender consents to the terms of this agreement and hereby releases and quit claims its interest in the Easement Lands and the Owner's Lands but only to the extent necessary to give effect to the terms of this agreement.
6. This agreement shall be appurtenant to and is for the benefit of the municipality having jurisdiction over Grey Road 1 from time to time.
7. This agreement shall enure to the benefit of and shall bind the successors in title to the subject lands.

**IN WITNESS WHEREOF** the parties have set their hands and seals.

THE CORPORATION OF THE COUNTY OF GREY:

\_\_\_\_\_  
BRIAN MILNE, WARDEN, COUNTY OF GREY

\_\_\_\_\_  
SHARON VOKES, CLERK, COUNTY OF GREY

We, together, have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

OWNER

[ \_\_\_\_\_ ]  
Mortgage Lender name if applicable

Per:

\_\_\_\_\_

\_\_\_\_\_

I/we have authority to bind the Mortgage Lender.