

AGREEMENT

THIS AGREEMENT made this 6th day of March, 2017.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the "**County**" of the FIRST PART;

AND:

THE CORPORATION OF THE CITY OF OWEN SOUND
Hereinafter called the "**City**" of the SECOND PART

AND:

MILLER PAVING LIMITED
Hereinafter called the "**Developer**" of the THIRD PART,

WHEREAS Miller Paving Limited ("**MPL**") is the owner of the lands depicted as Part 2 on reference plan 16R-3288 (the "**MPL Owned Lands**");

AND WHEREAS the County is the owner of the lands depicted as Part 6 on reference plan 16R-10752 ("**Original Trail Lands**") which presently are the location of a recreational trail (the "**Original Trail**") and is the owner of Part 7 on reference plan 16R-10752;

AND WHEREAS the City is the owner of the lands depicted as Parts 1, 2, 3, 4 and 5 and on reference plan 16R-10752;

AND WHEREAS the Developer wishes to purchase Part 1 on reference plan 16R-10752 from the City (the "**Purchased Lands**") and to lease Part 6 (excluding the most northerly 10 metres thereof) and Part 7 on that reference plan from the County (together the "**Leased Lands**");

AND WHEREAS the City is agreeable to selling the Purchased Lands to the Developer and the County is agreeable to leasing the Leased Lands to the Developer;

AND WHEREAS and the Developer wishes to travel over and conduct operations on, in and over the Purchased Lands and the Leased Lands pursuant to the terms of this Agreement (the "**Purpose**");

AND WHEREAS the County wishes to have the trail relocated from the Original Trail Lands to Parts 2, 4 and 5 on reference plan 16R-10752 (collectively "**Relocated Trail Lands**") as a condition of leasing the Original Trail Lands to the Developer;

AND WHEREAS the City is agreeable to leasing the Relocated Trail Lands to the County pursuant to the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual agreements herein contained, the sum of TWO DOLLARS (\$2.00) of lawful money of Canada and other valuable consideration now paid by each party to the other (the receipt of which is hereby acknowledged) the parties agree as follows:

1. RECITALS

The parties acknowledge that the recitals are correct.

2. DEFINITIONS

In this Agreement the terms identified below shall have the meaning attributed as follows:

"Agreement" means this Agreement and any amendment entered into among all the parties hereto.

"Decommissioning" means preparation of a decommission plan by or on behalf of the Developer to the satisfaction of the County and the City including without limitation, re-routing plans, signage, etc. to the satisfaction of the County and the City as described in Section 7.

"Laws" means any statute, regulation, code, ordinance, decree, rule, regulation, municipal by-law, judicial or arbitral or administrative, ministerial, departmental or regulatory judgment, order, decision, ruling or award or any provision of the foregoing, including a principle of common law and equity.

"Relocated Trail" means the trail to be relocated and constructed by the Developer in accordance with Section 5 of this Agreement.

"Works" means the provision and construction of any manner or thing required to be provided or constructed pursuant to this Agreement.

3. GRANT OF LEASEHOLD INTEREST

- a) Subject to Subsection (b), the City hereby leases to the County the exclusive right to use and occupy Relocated Trail Lands.
- b) The County hereby leases to the Developer, the exclusive and unrestricted right to use and occupy Part 6 (excluding the most northerly 10 metres thereof) & Part 7 on reference plan 16R-10752 in accordance with Section 11 hereof, except that the Developer shall not be permitted to erect permanent buildings or structures thereon, and shall not alter or obstruct any existing drainage without the prior approval of the County.

From time to time, the County may require access on, in and under Part 6 on reference plan 16R-10752 for the purpose of constructing thereon utilities/infrastructure, in which event the Developer shall provide the County reasonable access to Part 6 & 7 for such purpose, provided that the County shall (i) comply with the Developer's health and safety rules and requirements and all applicable laws and (ii) coordinate its efforts with the Developer so as to limit any disruption of the Developer's operations to the extent reasonably possible.

4. TERM

- a) The leasehold interests granted in accordance with Section 3, above, shall commence on the completion of the Developer's purchase of the Purchased Lands (the **"Start Date"**) and shall continue for a term of twenty-one (21) years less one day.
- b) The parties may on mutual agreement enter into renewals or extensions for this Agreement for additional successive terms all on the same terms and conditions as contained herein, as may be amended on mutual agreement of the parties.

5. RELOCATION OF THE TRAIL AND ASSOCIATED ENVIRONMENTAL WORK

In consideration of the leases described in Section 3, above, the Developer shall relocate the Original Trail to the Relocated Trail Lands as depicted on Schedule C, at its sole risk and expense and shall comply with the following:

- a) The Relocated Trail shall be a width of ten (10) metres, of which three (3) metres shall comprise the travelling surface of the Relocated Trail and the remainder shall comprise two buffer zones of equal size on either side of the travelling surface, as reflected in the sketch attached as Schedule "B".

- b) Prior to the commencement of construction of the Relocated Trail, and throughout the construction period to its completion, the Developer shall install signage and appropriate fencing and/or barriers to prevent public trail users from entering onto the Relocated Trail from the Original Trail until it is fully constructed, and the County has issued a certificate of completion, as per paragraph k) below.
- c) Upon issuance of the certificate of completion referred to in paragraph l) below, the Developer shall install a post and wire fence along the inside perimeter of the Relocated Trail, as reflected in the sketch attached as Schedule "B".
- d) Any signage required by the County with respect to the Original Trail relocation and decommissioning, as well as the Relocated Trail relocation and decommissioning, shall be at the sole expense of the Developer.
- e) The Relocated Trail shall be constructed in compliance with Site Plan prepared by GM BluePlan Engineering Limited, attached hereto as Schedule "C", and the Developer shall provide the County and the City with the items listed at Schedule "D" attached hereto. The Developer and the City agree that duly authorized inspectors, servants and agents of the County shall have the right to enter upon the Relocated Trail during construction to make such inspections and carry out the County's obligations. The County shall require their inspectors, servants and agents to comply at all times with the Developer's health and safety rules and requirements and the County shall ensure that their inspectors, servants and agents are in compliance with all other applicable Laws, including without limitation, the *Workplace Safety and Insurance Act* and *Occupational Health and Safety Act*.
- f) Except as otherwise expressly provided herein, the Relocated Trail shall be in a 'like' form, quality and condition as that of the Original Trail at the date hereof.
- g) The construction of the Relocated Trail shall commence within 365 days following the completion of the Developer's purchase of the Purchased Lands; weather and availability of manpower and equipment permitting, and provided that there shall normally be no construction on the Relocated Trail between November and May in any given year unless approved by the County Planning Director. The work required on the Relocated Trail shall be completed prior to any occupation or use of the Leased Lands by the Developer (except for use necessary to complete paragraph 5 h) activities and the relocation).
- h) The City hereby grants to the Developer a limited-purpose license to enter onto and construct the Relocated Trail on the Relocated Trail Lands.
- i) The Developer shall also complete the work contemplated in the excerpt of Environmental Impact Study ("EIS") attached as Schedule F. The Developer shall cause an Engineered Site Plan to be prepared, with input from the author of the EIS. The Site Plan shall show the wetland creation dimensions, depth, time of year for construction, and notes on the relocation of the rare aquatic duckweed plant (pre-filling of the existing wetland pond) in conjunction with the final new rail trail layout design. As noted, the new pond must be constructed before the old pond is filled in. Time of year for wetland/pond construction shall be between July 15 and Sept 15 to avoid critical bird nesting period, amphibian breeding period and high water table/seasonal surface water flow periods. The City hereby grants to the Developer a limited-purpose license to enter onto and construct the wetland pond and otherwise complying with this paragraph on Part 3 on reference plan 16R-10752.
- j) The Relocated Trail to be constructed by the Developer pursuant to this Agreement shall be constructed at the Developer's sole risk and expense. The Developer agrees to warranty the construction of the Relocated Trail for a period of 12 months starting from the date that the certificate of completion is issued by the County.
- k) The Developer is obligated to provide notice of completion of the construction of the Relocated Trail to the County and the City, and the County shall inspect the Relocated Trail using best efforts to complete the inspection in a timely manner and if the County

is satisfied with the construction, the County will issue a certificate of completion to the Developer. If in the opinion of the County, acting reasonably, the Developer has breached any of its obligations in the construction of the Relocated Trail, the terms of Section 16 hereof shall apply.

- l) The Developer shall complete the work in accordance with the order set forth in the Site Plan referred to in section 6.

6. ZONING, PLANNING AND PERMITS AND OHS COMPLIANCE

- a) The Developer covenants and agrees that it shall comply with all zoning and development requirements and shall pay all costs required to construct the Relocated Trail in accordance with the terms and conditions hereof. The Developer shall submit a Site Plan and obtain the permits and approvals required for the construction of the Relocated Trail to the satisfaction of the City and the County prior to the commencement of any construction. The Site Plan shall contain an order of completion of the work.
- b) The Developer confirms that it has health and safety policies and procedures in place with respect to the activities that it shall perform under this Agreement and agrees to provide those policies to the County or City upon request.

7. RECONSTRUCTION AT END OF TERM

As soon as possible following the expiry of this Agreement or any extension or renewal, or such other cancellation or termination in accordance with Section 21 hereof, the Developer shall reconstruct the trail on the Original Trail Lands to the County's trail standard at the time of reconstruction; weather and availability of manpower and equipment permitting and provided that there shall be no construction between November and May of any given year.

Following the reconstruction on the Original Trail Lands, weather and availability of manpower and equipment permitting, the Developer shall decommission the Relocated Trail, at its sole risk and expense, to a standard to be agreed upon by the County and the City, acting reasonably. Any necessary signage or barriers required by either the County or the City for the decommissioned Relocated Trail, or the reestablishment of the trail on the Original Trail Lands shall be at the expense of the Developer.

Upon completion of the reconstructed trail on the Original Trail Lands, the Developer shall notify the County and the City, and the County shall inspect the reconstructed trail using best efforts to conduct the inspection in a timely manner, and if in the opinion of the County, acting reasonably, the Developer has not returned the trail to the County's trail standard at the time of reconstruction, the Developer will be required to rectify the issues identified by the County at the sole risk and expense of the Developer. If the County is satisfied with the reconstructed trail, a certificate of completion will be issued by the County and delivered to the Developer. The Developer agrees to warranty the construction of the reconstructed trail on the Original Trail Lands for a period of 12 months starting from the date that the certificate of completion has been issued by the County.

Prior to the commencement of reconstruction at the end of the Term, the Developer shall provide the County and the City with the updated documents listed in Schedule "D", attached hereto.

8. TAXES, ETC.

The respective owners of the lands subject of this Agreement shall be responsible for all realty taxes or improvement charges or other costs, taxes, fees or charges assessed in respect of such lands. For greater certainty:

- a) Any costs, taxes, fees or charges assessed on the Relocated Trail Lands and Part 3 shall be the responsibility of the City;

- b) Any costs, taxes, fees or charges assessed on the Parts 6 & 7 on 16R-10752 (which are part of the Leased Lands) shall be the responsibility of the County; and
- c) Any costs, taxes, fees or charges assessed on the Purchased Lands shall be the responsibility of the Developer.

9. AMENDMENTS

The parties agree that no development, redevelopment or works shall be undertaken on the Leased Lands other than in conformity with this Agreement. Any amendments to this Agreement or changes to any works to be performed under this Agreement shall not be effective unless made or authorized in writing and signed by all parties.

10. OPERATION AND MAINTENANCE OF RELOCATED TRAIL

Once constructed or provided in accordance with the requirements of this Agreement, the Relocated Trail shall be operated, maintained and repaired by the County and at the County's expense and in a manner consistent with the rights and responsibilities of the County to operate, maintain and repair the Original Trail and other 'like' facilities or amenities in the County of Grey, except if the Developer is required to make any repairs associated with the warranty period identified in Section 5(k). For greater certainty, once the Relocated Trail has been constructed or provided, the Developer and the City shall have no obligations to insure, monitor, operate, maintain, supervise, regulate, or otherwise deal with the Relocated Trail or any activities carried out by any person thereon, other than the 12 month warranty period as identified in Section 5(k) of this Agreement or until the expiry of this Agreement or any extension or renewal or such other cancellation or termination in accordance with Section 21 hereof and as per Section 7 of this Agreement.

11. USE, MAINTENANCE AND REPAIR OF LEASED LANDS

The Developer shall produce a draft development site plan for the Purchased Lands as required under Section 41 of the Planning Act, R.S.O. 1990 c. P13, as amended, for approval by the City in consultation with the County and all within the normal course. Once approved, such development site plan (the "Development Site Plan") shall be attached hereto as Schedule "E" to this Agreement. The "Development Site Plan" shall include the Leased Lands.

Notwithstanding the restrictions in the County's Forest Management By-law 4341-06, as amended, the Developer shall be permitted to remove trees as set out in the sketch prepared by the environmental consultant outlined in a black dashed line which is attached as Schedule G and otherwise agreed upon with the City and County. Tree removal shall be done in such a manner that it does not interfere with the safe operation of the Original Trail and may be permitted in advance of site plan approval.

During the term of this Agreement, the Leased Lands shall be developed in accordance with the Development Site Plan and properly maintained and repaired by the Developer and at the Developer's expense in a reasonable manner given the Developer's permitted use thereof.

12. CONDITION OF LEASED LANDS AND RELOCATED TRAIL LANDS

Subject to the construction, development and improvements expressly permitted by this Agreement, and reasonable wear and tear, the Leased Lands shall be maintained and returned to the respective owners in "like" condition as at delivery of possession under this Agreement. Without limiting the generality of the foregoing, the Developer and the County, as tenants and occupants of the Leased Lands and Relocated Trail Lands, respectively, agree to remediate any contamination arising out of their respective occupation and use of the Leased Lands and Relocated Trail Lands provided such contaminants were caused by actions as tenants during the term of lease.

13. EXPENSES

The Developer agrees to pay to the County and the City all reasonable costs arising out of the negotiation of this Agreement, including any legal costs.

14. LIABILITY AND INDEMNIFICATION

- a) The Developer shall indemnify and hold the County and the City, and their respective council members and employees harmless with respect to any claim or demand against them for any loss, including loss resulting in death, or injury to Person, or damage to property, (a "Claim") suffered or sustained by the Developer or by any other person which is based upon, arises out of or is connected with the Developer's use of the Leased Lands as provided in this Agreement and including any Claim arising out of the construction of the Relocated Trail, decommissioning of the Original Trail, decommissioning of the Relocated Trail and reconstruction on the Original Trail Lands, during construction related to any warranty period, and until final inspection and release by the County and/or the City, or the Developer's negligent performance or non- performance of its obligations under this Agreement, to the extent that such Claim is not a consequence of the acts or omissions of the County or the City or those for whose acts and omissions, the County or the City are at law responsible.
- b) The County shall indemnify and hold the Developer, its directors, officers, shareholders and employees and the City and its council members and employees harmless with respect to any claim or demand against them for any injury, including injury resulting in death, loss or damage to property, suffered or sustained by any person which is based upon, arises out of or is connected with the use of the Relocated Trail by any person or the County's performance or non-performance of its obligations under this Agreement, to the extent that such claim or demand is not a consequence of the acts or omissions of the Developer or the City or those for whom the Developer or the City are at law responsible.
- c) The City shall indemnify and hold the Developer, its directors, officers, shareholders and employees and the County and its council members and employees harmless with respect to any claim or demand against them for any injury, including injury resulting in death, loss or damage to property, suffered or sustained by any person which is based upon, arises out of or is connected with the City's performance or non-performance of its obligations under this Agreement, to the extent that such claim or demand is not a consequence of the acts or omissions of the Developer or the County or those for whom the Developer or the County are at law responsible.

The Developer agrees to protect, indemnify, and to save harmless at all times the owners of Leased Lands from any claims or violations of any Provincial or Federal Statutes or local by-laws including but not limited to the Environmental Protection Act, R.S.O. 1990 and amendments thereto, provided that such obligation to indemnify shall only arise for claims or violations occurring during the term of the tenancy and if not related to any act of the owner or his servants, employees, agents, invitees or licensees.

15. LIABILITY INSURANCE

- a) During the term of this Agreement, the Developer, at its own expense, shall obtain and maintain insurance as follows:
 - i. Comprehensive General Liability with not less than \$5,000,000 per occurrence coverage and shall include the County and the City as additional insured parties in respect of its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owner's and contractor's protective, products and completed operations coverage (Broad Form) with an aggregate limit of not less than \$10,000,000, contingent employers liability, cross liability and severability of interests clauses;
 - ii. Environmental Liability insurance coverage with limits of not less than \$2,000,000; and
 - iii. Automobile liability insurance of not less than \$2,000,000 per occurrence on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with activities performed under or relating in any way to this Agreement.

The Developer shall provide a current Certificate of Insurance to the County and the City as evidence of the required coverage by the commencement date of this Agreement and at all times throughout the Term of the Agreement. The insurer shall give the County and the City at least 30 days prior written notice of changes to or cancellation of the policy. The County and the City may, acting reasonably, review and adjust the insurance limits required throughout the term to account for any increased or additional risks.

- b) Upon occupation by the County of the Relocated Trail, the County shall, at its own expense, obtain and maintain insurance as follows:
 - i. Municipal Liability of not less than \$5,000,000 per occurrence and shall include the City as additional insured in respect of the County's use and occupation of the Relocated Trail under the terms of this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, products and completed operations coverage (Broad Form) with an aggregate limit of not less than \$10,000,000, contingent employers liability, cross liability and severability of interests clauses; and
 - ii. Automobile liability insurance of not less than \$2,000,000 per occurrence on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the County's use and occupation of the Relocated Trail Lands.

The County shall provide a current Certificate of Insurance to the City upon occupation by the County of the Relocated Trail and at all times of such occupation by the County throughout the Term of the Agreement. The insurer shall give the City and the Developer at least 30 days prior written notice of changes to or cancellation of the policy. The City and the Developer may, acting reasonably, review and adjust the insurance limits required throughout the term to account for any increased or additional risks.

16. DEFAULT

- a) If any party to this Agreement should default in its performance of its obligations (the "**Defaulting Party**") under this Agreement, the Defaulting Party shall rectify such default within thirty (30) days of receiving notice of such default from one of the other parties to this Agreement (the "**Non-Defaulting Party**"), or such longer period of time as the parties may mutually agree. Any matter deemed by the Non-Defaulting Party, acting reasonably, to be an emergency shall be indicated to be an emergency in the notice and shall be rectified forthwith.
- b) If the Defaulting Party fails to rectify the default within the time period prescribed in subsection (a) above, the Non-Defaulting Party may do all such things as are reasonably required to rectify the default. The actual costs incurred by the Non-Defaulting Party in rectifying the default plus 25% of such costs as a charge for overhead (to be construed as a liquidated amount and not as a penalty) shall be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days of receipt of an invoice therefore.
- c) Money owing by the Developer as a result of this Section to the County or the City may be added to the tax roll for the Owned Lands and/or Purchased Lands and collected in like manner as taxes or by any other means legally available, including Section 446 of the Municipal Act.

17. RIGHT TO INSPECTION

- a) The City agrees that duly authorized inspectors, servants and agents of the County shall have the right to enter upon the Relocated Trail Lands to make such inspections and carry out the County's obligations under Section 10.
- b) The Developer agrees that duly authorized inspectors, servants and agents of the County and the City shall be entitled to inspect the Leased Lands, at reasonable times

on prior notice to the Developer, and the County and the City shall, and shall require their inspectors, servants and agents to, comply at all times with the Developer's health and safety rules and requirements and the County and the City shall be, and shall ensure that their inspectors, servants and agents are, in compliance with all other applicable Laws; including, without limitation, the *Workplace Safety and Insurance Act* and *Occupational Health and Safety Act*.

- c) Whenever a party is authorized or permitted by this Section to enter onto the Leased Lands for purposes of inspection, maintenance, repair or otherwise, such party and its agents, servants or employees shall not be considered to be trespassers, nor liable in any way for acts or omissions except as set out in this Agreement.

18. NOTICE

Any notice required or permitted to be given pursuant to the provisions of this Agreement may be given personally, or mailed or delivered by electronic communication (i.e. email or facsimile) to the addresses hereinafter set out. If mailed by ordinary, prepaid first class post, it shall be deemed to have been received on the fourth day after it is postmarked. If given personally or delivered by electronic communication, it shall be deemed to have been received on the business day delivered or, if delivered on a weekend, statutory holiday or outside of regular business hours, on the next business day thereafter.

To the County at: County Clerk
County of Grey
595 9th Avenue East
Owen Sound, ON N4K 3E3
Fax: 519-376-8998
Email: clerks@grey.ca

To the Developer at: Tom Jones
Miller Paving Limited
505 Miller Ave. PO Box 4080
Markham ON L3R 9R8

Email: tom.jones@millergroup.ca

With a copy to: Miller Paving Limited, Attn: Legal Department
Fax: 905-475-7160

To the City at: City Clerk
City of Owen Sound
808 2nd Avenue East
Owen Sound, ON N4K 2H4
Fax: 519 376
Email: admin@owensound.ca

19. ENFORCEABILITY OF AGREEMENT

It is understood and agreed that the Developer shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal; the right of the County or the City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Developer by the County or the City in any such proceeding.

20. RESTRICTION ON REGISTRATION

The parties acknowledge that this Agreement shall be registered on title to the Owned Lands, Purchased Lands and the lands subject of the Agreement.

21. TERMINATION

Each party may, upon breach by a party or parties of the terms of this Agreement notify the other parties of the breach, in writing, and the breaching party(ies) will be provided with the opportunity to remedy the breach within thirty (30) days. Failing a remedy of the breach within 30 days, any party may terminate this Agreement.

In the event the notifying party, acting reasonably, believes that the provision of allowing such remedy period will result in irreparable harm, the notifying party may terminate this Agreement immediately on provision of written notice to the other parties).

In the absence of a breach, any party may terminate this Agreement at any time after the 20th anniversary of the Start Date with two years' advance written notice. The County or the City may terminate the Agreement on or at any time after the 10th anniversary of the Start Date with two years' advanced written notice to the Developer in the event that the County or the City determine that they will use the lands for railway development.

22. APPLICABLE LAW

The parties shall at all times comply with all Laws applicable to the performance of their respective rights and obligations under this Agreement, and shall require such compliance by the parties' respective employees, agents, servants, invitees and persons for whom each such party is at law responsible. The parties agree that this Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein. The parties attorn to the jurisdiction of the Province of Ontario.

23. GENDER / NUMBER

This Agreement shall be read with all changes in gender or number required by the context.

24. ASSIGNMENT PROHIBITED WITHOUT CONSENT

None of the parties shall assign its rights and obligations under this Agreement without first obtaining the other parties' written consent.

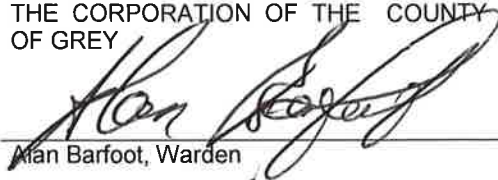
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25. ENUREMENT

This Agreement shall enure to the benefit of the parties hereto and their successors and permitted assigns.

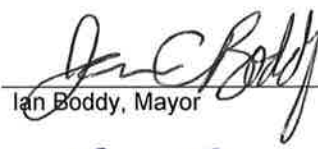
IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf


THE CORPORATION OF THE COUNTY
OF GREY


Alan Barfoot, Warden


Sharon Vokes, County Clerk


THE CORPORATION OF THE CITY OF
OWEN SOUND


Ian Boddy, Mayor

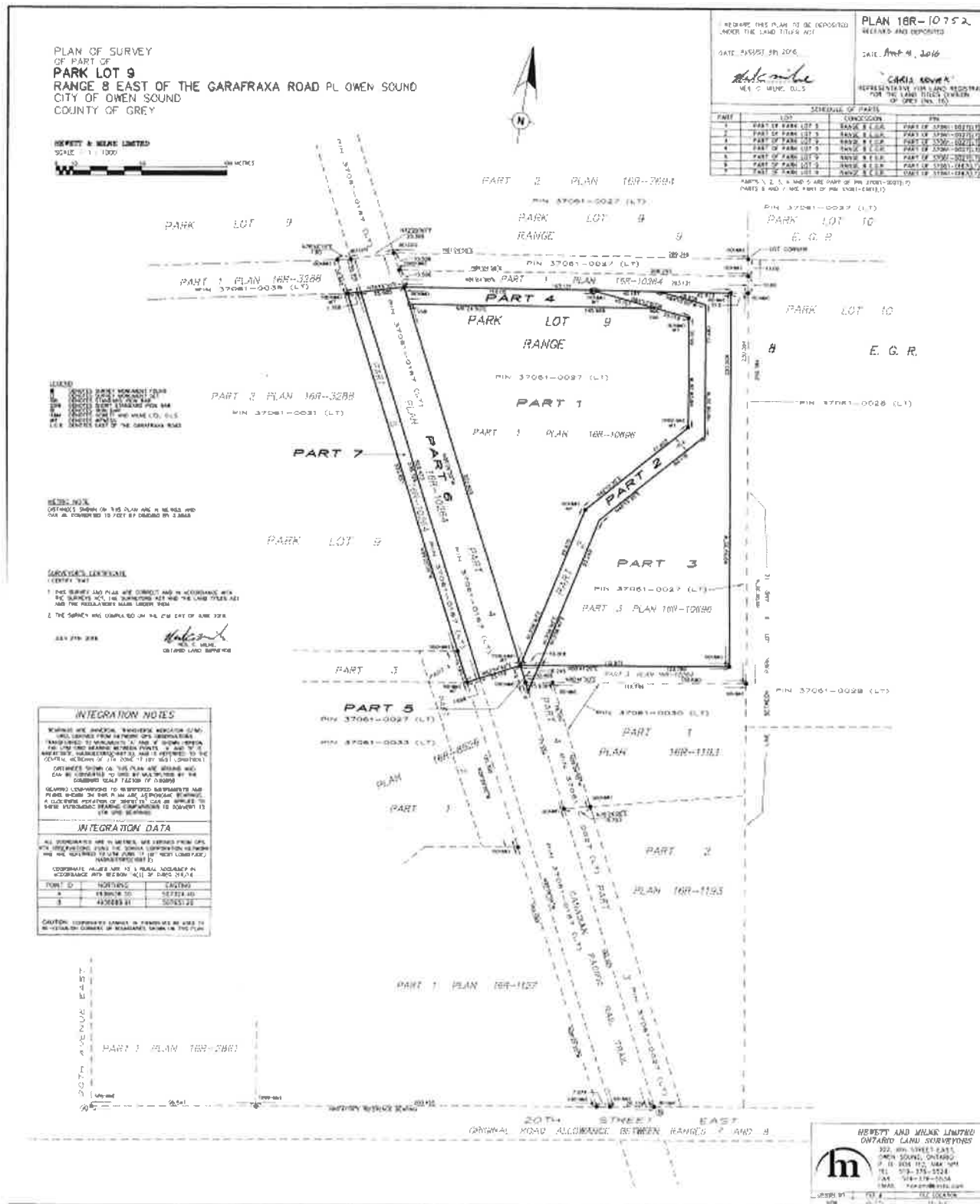

Briana Bloomfield, Acting City Clerk

MILLER PAVING LIMITED

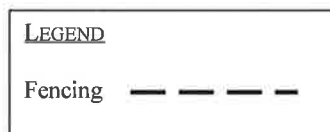
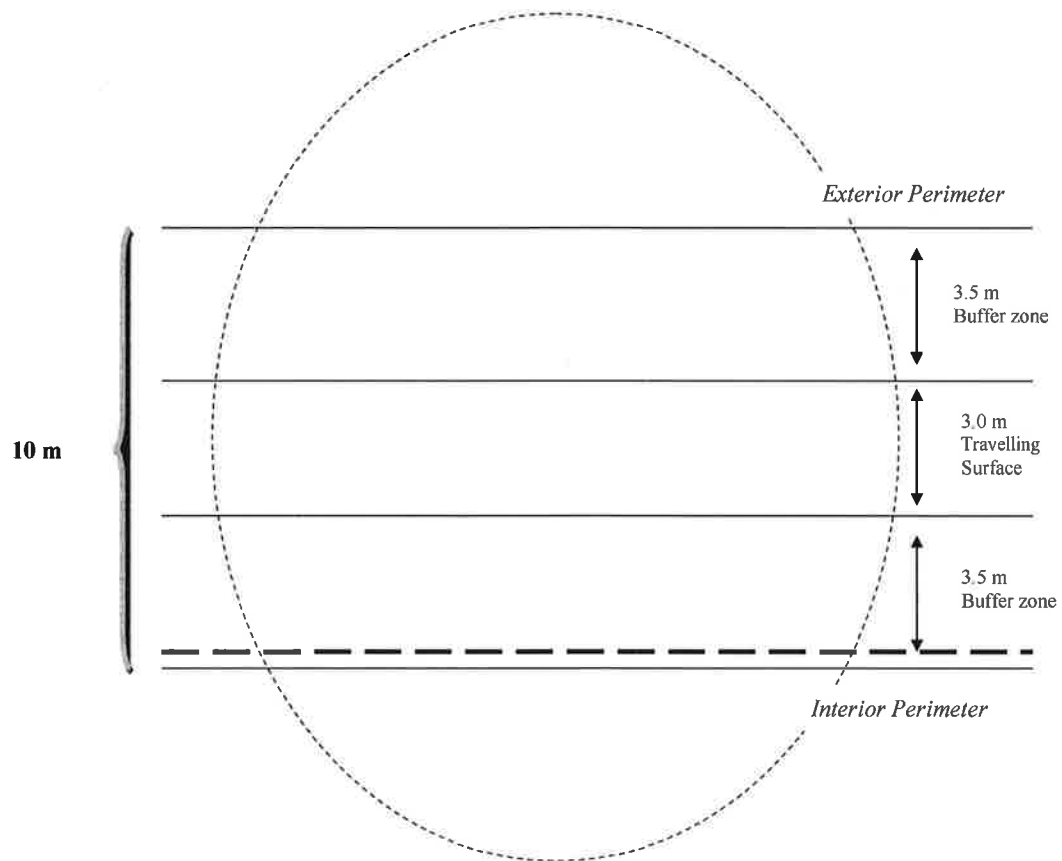
Per:


W. Barrie Brayford
Executive Vice President, CAO, Secretary-Treasurer

I/we have authority to bind the corporation



Schedule "B"
Sketch of Relocated Trail



Schedule "C"

Trail Site Plan

See attached.

To be provided by Millers

Schedule "D"**Documentation to be provided on Construction and Reconstruction**

- Current clearance certificate issued by the WSIB;
- Name and contact information for Developer's elected Health and Safety Representative;
- Emergency contact information for Developer's construction supervisor;
- Copy of Ministry of Labour Form 0175 – Notice of Project Registration (if required)
- Copy of Ministry of Labour Form 1000 – Registration of Contractors and Employers (if required)
- Trail user control plan.

Schedule "E"

Development Site Plan

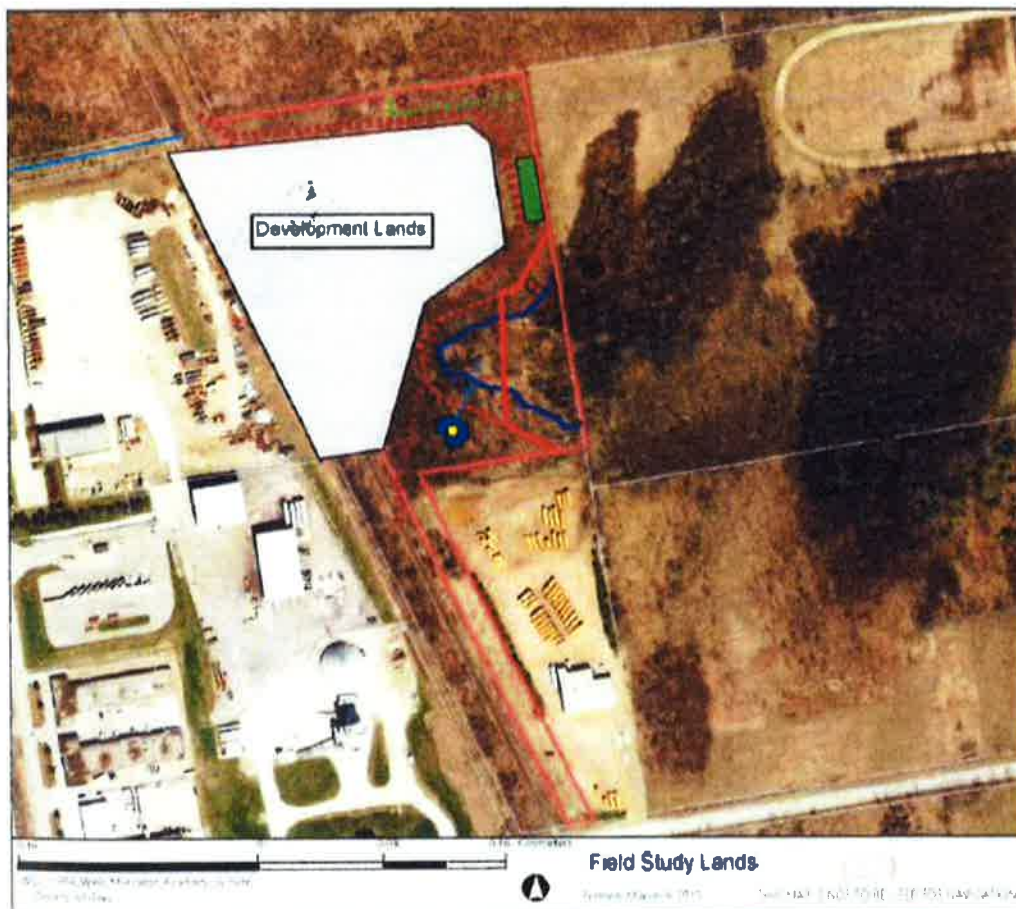
See attached

To be provided by Millers

Schedule "F"
Excerpt from Environmental Impact Study

Figure No.12: Remedial Actions

- Base map source: Grey County web site, Leaf-off April 2010 air photo imagery



Natural Heritage Legend

New constructed Vernal Pond with
 Seasonal Inflow Surface Waters



Reforestation Area for Tree Planting



Flora Colony Relocations

Frostweed Aster
 Pried Up Sedge
 Quaker-Dickweed



Rail Trail Re-Alignment



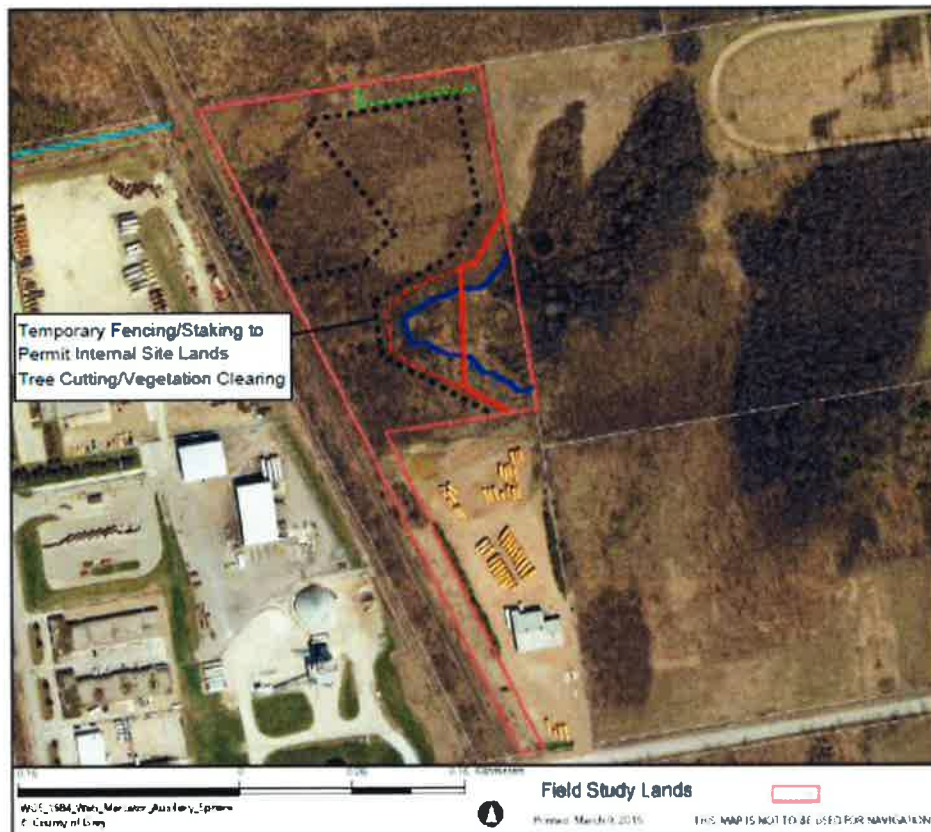
Miller Group - Industrial Park Site Development - EIS April 2015
 20th Avenue East, City of Owen Sound

Schedule "G"





Sketch depicting area on the Purchased lands that Tree Removal may be conducted outlined by black dashes

2017 Interim Vegetation Clearing Requirement

- Base map source: Grey County web site, Leaf-off April 2010 air photo imagery



Based on EIS Figure No. 10 Natural Heritage Legend

Wetland Feature: No Development or Site Alterations	
Vegetation Community No. 4, 15m Wide Buffer Zone	
No Development or Site Alterations	
Vegetation Community No. 5, 15m Wide Buffer Zone	
No Development but Constrained Site Alterations Permissible	
Adjacent Significant Woodland, 15m Wide Buffer Zone	
No Development but Constrained Site Alterations Permissible	

Miller Group - Industrial Park Site Development, Interim 2017 Vegetation Clearing Permitting
 20th Avenue East, City of Owen Sound