

THIS AGREEMENT made in triplicate the day of 11 / 24 / 2021¹, 2021.

BETWEEN:

SIMPLY PARADISE INTERIOR DESIGN INC.
(A Company incorporated under the laws of the Province of Ontario)

(Hereinafter called the "Subdivider")
OF THE FIRST PART

AND

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Subdivider represents that it is the sole owner of those lands situated in the Municipality of Lambton Shores, in the County of Lambton, more particularly described in Schedule "B" and shown as on Schedule "A" attached, and are hereinafter referred to as the "Lands";

AND WHEREAS the Subdivider is desirous of obtaining the final approval of the Municipality of Lambton Shores for a consent application;

AND WHEREAS the Committee of Adjustment has imposed as a condition of giving its consent that the Subdivider enter into this agreement with the Municipality;

AND WHEREAS the said development would be premature and not be in the public interest unless assurances were given by the Subdivider that the matters, services, works and things referred to in this agreement were done in the manner and in the order set out in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to the other at or before the execution of these presents (the receipt whereof is hereby

acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall ensure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns and for greater certainty it is specifically acknowledged and agreed that the burden of this agreement shall run with the said lands.

1. **DEFINITIONS**

The words and phrases defined in this paragraph shall, for all purposes of this Agreement, and of any subsequent agreement supplemental hereto, have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

- (a) **"Conservation Authority"** shall mean the Conservation Authority having jurisdiction.
- (b) **"Consulting Engineer"** shall mean a Registered Professional Engineer who is appointed by the Subdivider as its Engineer.
- (c) **"Fully Serviced"** shall be deemed to include but is not limited to those works, services and other requirements as set out in Section 7 and Schedule "B" of this agreement.
- (e) **"Lands"** means those lands described in Schedule "B" to this Agreement, upon which the Subdivider intends to develop residential uses in accordance with the "Plan", as shown in Schedules "A" to this Agreement.
- (f) **"Municipal Engineer"** shall mean that person who, for the time being, is appointed by the Municipality as its Engineer, its Deputy or Acting Engineer or its consulting engineer. In all cases this shall include the Director of Community Services and his or her designate.
- (g) **"Plan"** means Schedule "A" to this Agreement.

2. **SCHEDULES**

The following Schedules are hereby declared to form part of this agreement and are attached hereto:

- a) "A" Plan of Survey

- b) "B" Legal Description of the Lands Affected by This Agreement
- c) "C" Site Plans and Stormwater Management Reports

3. **INCONTESTABILITY**

The Subdivider shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal, the right of the municipality to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be used by the Municipality in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

4. **COMMENCEMENT AND COMPLETION**

- (a) No work shall commence on the lands until:
 - (i) final approval has been received from the Municipality and the Municipal Engineer has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the Municipal Engineer, ought to have been included therein, the same shall be carried out by the Subdivider as though they were included in and form a part of this agreement.
 - (ii) the Subdivider has obtained all necessary permits and approvals of the Work as required and copies of such permits and approvals shall be given to the Municipality and the Municipal Engineer.

5. **BUILDING PERMITS**

With respect to the Plan 24, Lot 84 portion of the Lands, being the vacant building lot:

- (a) Unless consent is given by the Municipality, the Subdivider agrees that no person shall apply for or be entitled to a building permit until:
 - (i) this Agreement has been registered on title;
 - (ii) the lot on which the building permit has been requested has been registered;
 - (iii) the Subdivider has complied with the Municipality's security requirements as required under this agreement and any other building permit fees and deposits

normally required by the Municipality; and

- (iv) the Subdivider has submitted a lot grading plan and plans for facilities for stormwater management control consistent with the recommendations of the stormwater management report contained in Schedule "C".

and that any building permit application will also be subject to all other provisions of this Agreement having been satisfied.

(b) Unless consent is given by the Municipality, the Subdivider agrees that no person shall occupy any building or be granted an occupancy permit until, in the opinion of the Municipal Engineer, stormwater management facilities for that building have been completed consistent with the recommendations of the stormwater management report contained in Schedule "C".

(c) The Subdivider agrees to notify, in writing, any purchaser of a lot in the "Plan" that the Municipality may refuse any application for a building permit if made before such approvals, works and services have been completed. The issuance of a building permit with respect to any particular lots shall not be deemed an admission by the Municipality that the services to such lot have been satisfactorily completed.

6. STANDARD OF WORK

(a) All works and services shall be constructed and installed strictly in accordance with Municipality of Lambton Shores standards or, in the case where Municipal standards do not exist, in accordance with the latest Ontario Provincial Standard Specifications and Drawings.

7. STORMWATER MANAGEMENT FACILITIES

The Subdivider, or future Owner of any lot, shall construct stormwater management facilities on each lot consistent with the recommendations of the Stormwater Management Reports in Schedule "C". Such facilities shall be constructed in conjunction with the construction of any dwelling on the lot, or as otherwise stated in this agreement. The Owner of the lot shall deposit with the Municipality, prior to finalization of the consent or prior to a building permit being issued for the dwelling, as may be required by this agreement, a security deposit for completion of the stormwater management facility. The security deposit shall be returned to the Owner upon completion of the facility. The

Owner agrees that should the Owner not complete the facility within a reasonable time, the Municipality may withhold the issuance of any occupancy permit, and the Owner authorizes the Municipality, its servants, agents and contractors, to enter onto the lot with all necessary equipment to install the facility at the cost of the Owner of the lot. The Owner further agrees that if the installation exceeds the security deposit that they shall pay to the Municipality the additional cost incurred by the Municipality to install the facility. Where such costs are not paid to the Municipality within 30 days of the Municipality submitting an invoice to the Owner, the Owner agrees that the Municipality may add such costs to the tax roll for the property and collect the costs in a like manner as municipal taxes. The Owner covenants and agrees to always indemnify the Municipality and keep it indemnified against actions, suits, claims and demands which may be brought against the Municipality or made upon the Municipality arising out of the Municipality, its servants, agents and contractors entering onto the lands in order to install the facility.

8. UNDERGROUND SERVICES

(a) The Subdivider shall ensure that the installation of the services will not interfere with or be in conflict with the location of any existing underground facilities, whether on road allowances or private rights-of-way. The Subdivider, or his Consulting Engineer, shall obtain field locates from the appropriate authority prior to the installation of any services.

(b) The Subdivider shall cooperate and coordinate with all utility companies, such as Union Gas, Telephone Company, Cable TV, etc. so that the doing of the work which the Subdivider is required to do shall be coordinated as much as is practicable with the installation of any utilities which may be installed by any utility. Such installations shall not commence until the Municipality has approved the plans, design and specifications that are to be required.

9. SERVICE CROSSINGS

Where any service crossing is required to be made on the municipal road allowance such service crossing shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of

settlement of such service crossing. The standard Municipal service agreement form shall be completed and submitted prior to any services being installed.

10. GRADING CERTIFICATE

(a) No person shall be entitled to a building permit with respect to any lot in the "Plan" unless there is filed with the Municipal Engineer and Chief Building Official a Certified Lot Grading Plan, conforming to the Grading Plan in Schedule "C".

(b) No newly constructed building shall be occupied or used unless there is filed with the Municipal Engineer and Chief Building Official a Final Grading Certificate, bearing the signature and seal of either a Registered Professional Engineer or an Ontario Land Surveyor showing the actual finished elevations and that the grading of these lands generally conform with the accepted grading plan, shown in Schedule "C".

(d) No Owner or future Owner shall, at any time, alter the grade of a lot in a manner which results in the lot not complying with the approved lot grading plan in Schedule "C". Further, no Owner or future Owner shall, at any time, add fill to a lot or grade a lot in such a manner that it will cause surface water to flow along the surface from that lot to any adjacent lands, except in accordance with the provisions of this Agreement.

11. IMPACT ON DRAINAGE

The Subdivider shall ensure that there is no interruption to any surface or subsurface drainage due to the construction on the site. Should such an interruption occur, the Subdivider shall carry out any necessary remedial work, at his own expense, as recommended by his Consulting Engineer and approved by the Municipal Engineer.

12. DRIVEWAYS

With respect to the Plan 24, Lot 84 portion of the Lands, being a vacant lot:

(a) Every driveway shall be paved and maintained with hot mix asphalt, paving stone or concrete from the paved portion of the street to the innermost end of the driveway by the Owner when constructing the dwelling which any driveway is to serve and any such driveway shall be provided for in the application for the permit for such dwelling. The construction of such dwelling shall not be considered complete until after such paving has been completed. All driveways shall be completed within 1 year of occupancy of the

dwelling. No driveways shall be constructed over the water service, sanitary or storm service laterals on the municipal road allowance. An Owner may request, in writing, approval from the Municipality to construct a driveway over these services. Such request will be subject to approval of the Municipality. The Owner shall deposit with the Municipality, prior to a building permit being issued for the dwelling a security deposit for completion of the driveway. The security deposit shall be returned to the Owner upon completion of the driveway. The Owner agrees that should the Owner not pave the driveway as required above within 1 year of occupancy of the dwelling, that the Owner authorizes the Municipality, its servants, agents and contractors, to enter onto the lot with all necessary equipment to install the driveway at the cost of the Owner of the lot. The Owner further agrees that if the driveway installation exceeds the security deposit that they shall pay to the Municipality the additional cost incurred by the Municipality to install the driveway. Where such costs are not paid to the Municipality within 30 days of the Municipality submitting an invoice to the Owner, the Owner agrees that the Municipality may add such costs to the tax roll for the property and collect the costs in a like manner as municipal taxes. The Owner covenants and agrees to always indemnify the Municipality and keep it indemnified against actions, suits, claims and demands which may be brought against the Municipality or made upon the Municipality arising out of the Municipality, its servants, agents and contractors entering onto the lands in order to install the driveway surface.

13. PARKLAND

(a) The Subdivider shall pay parkland dedication cash-in-lieu fee of \$1000.00 prior to the deed being stamped respecting consent file B-17/2021.

14. DUMPING AND TIDY APPEARANCE

The Subdivider shall require any Purchaser to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc. The Subdivider shall be held responsible for the general tidy appearance of the and shall carry out all weed cutting and maintenance on all unsold lands to the satisfaction of the Municipality.

15. ROAD CLEANING

- (a) The Subdivider/Owner shall be responsible for cleaning all public streets in the vicinity of the Subdivision to remove all dirt, mud or debris which has been deposited thereon as a result of the construction of any dwelling. Such cleaning shall be done at the end of each working day or otherwise as determined by the Municipality.
- (b) If the Subdivider is unable or unwilling to clean the streets to the satisfaction of the Municipal Engineer, the Subdivider hereby authorizes the Municipality to clean the streets as required and the Subdivider agrees to pay the Municipality. The Subdivider/Owner further agrees that where such costs are not paid to the Municipality within 15 days of the Municipality submitting an invoice to the Subdivider/Owner, the Municipality may add such costs to the tax roll for the property and collect the costs in a like manner as municipal taxes.

16. FINANCIAL ARRANGEMENTS

- (a) Prior to finalization of consent application B-17/2021, the Subdivider shall:
 - i) pay to the Municipality a one-time administration fee of \$500 for the preparation of this agreement and shall pay any other fees required under this agreement; and
 - ii) install a stormwater management facility on the Plan 24, Lot 83 portion of the Lands as described in Schedule "C" to this agreement and to the satisfaction of the Municipal Engineer or, alternatively, provide the Municipality a \$10,000 security that will be returned upon the completion of the works required under this agreement relating to the Plan 24, Lot 83 portion of the Lands.
- (b) Prior to the issuance of any building permit on the Plan 24, Lot 84 portion of the Lands, the Subdivider/future Owner, shall pay to the Municipality a \$10,000 security for the completion of the works required by this agreement including but not limited to the provision of stormwater management facilities, a driveway, and the completion of lot grading.
- (c) If any securities held by the Municipality exceed the costs incurred by the Municipality, as invoiced to the Subdivider, any surplus is to be reimbursed to the

Subdivider, without interest, when a final occupancy permit is granted. If the Municipality's costs exceed the security, the Subdivider shall pay the amount forthwith upon the Municipality submitting an invoice to the Subdivider.

17. PAYMENT OF RATES, TAXES AND LEVIES

(a) The Subdivider hereby covenants and agrees that any outstanding local improvement charges on the lands described in Schedule "B" attached to this agreement shall be paid, by commutation, and any arrears of taxes on the said lands shall be paid upon execution of this agreement by the Subdivider.

18. DEVELOPMENT CHARGES

a) The Subdivider or any subsequent owner shall pay to the Municipality a development charge in compliance with the Municipality's Development Charges By-law, or any subsequent by-law, before a building permit is issued for such dwelling unit or building. No building permit shall be issued for a dwelling unit or building until after such fee is paid. The said monies shall be a charge on the lands which comprise the site for the dwelling unit or building. The Subdivider shall advise the first Purchaser of the Land subject of this agreement that development charges are payable prior to a building permit being issued for the lands.

19. RIGHT OF INSPECTION AND DIRECTION

(a) The parties hereto agree that the Municipal Engineer and other persons authorized by him for the purpose shall have the right at any time, to enter upon any part of the said Lands to make such tests and inspections as he may deem necessary and to call for any document which, in his opinion, is required to be obtained in order to facilitate his inspection, and to give direction to the Subdivider in any matter touching upon the due performance of the work and services herein required to be done.

(b) The Municipal Engineer may require that any or all work shall cease until any breach of plans and specifications or his requirements (of which he shall be the sole judge) have been remedied (other than the work required to be done to remedy such breach) and if he shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical

consultants shall be a debt due to the Municipality by the Subdivider recoverable upon demand.

20. COMMUNICATION BY MUNICIPAL ENGINEER

Wherever in this agreement the Municipal Engineer is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Subdivider, and if the Municipal Engineer shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

21. THE OPINION OF THE ENGINEER

Where any conflict arises with respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Subdivider, the decisions of the Municipal Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or Equity, or before any administrative or other tribunal upon any grounds whatsoever, other than upon the grounds that the Municipal Engineer has not acted in good faith in forming or giving his decision, the proof of which shall be and remain upon the party seeking to attack the decision of the Municipal Engineer.

22. WORK PERMITS

The Subdivider or his Consulting Engineer shall ensure that work approval permits are obtained for any work to be done on any existing Municipal roads and shall provide adequate notice to the Municipal Engineer and the Road Superintendent prior to commencing construction.

23. INDEMNITY AND INSURANCE

(a) This agreement and the provisions thereof do not give the Subdivider or any person acquiring an interest in the "Lands" any rights against the Municipality with

respect to the failure to perform any obligations under this agreement or the failure of the Municipality to force any such persons to perform any obligations under this agreement or any negligence of any such persons in the performance of the said obligations.

(b) The Subdivider covenants that he will indemnify and save harmless the Municipality from any and all claims, demands, actions and causes of action, whether the same shall be successful or unsuccessful and from all costs to which the Municipality may be at, suffer, or be put to in respect of any such action, cause of action, claim or demand in any way arising out of or alleged to arise out of any work, service, operation or thing constructed, installed, repaired, maintained or done or omitted to be done or negligently done by the Subdivider, his servants, agents, contractors or subcontractors under them, in respect of the said works and services, whether or not the same shall be required to be done under the terms of this agreement, and including (without limiting the generality of the foregoing) the alteration of any grade or existing level, or construction, maintenance or repair of any road.

(c) The only duty and responsibility of the Municipal Engineer arising out of this agreement is to the Municipality and the agreement and any work or service done or performed by the Municipal Engineer under this agreement does not in any way create any liability on the part of the Municipal Engineer to the Subdivider or any person acquiring any interest in the said lands.

24. DEFAULT

(a) Time shall be of the essence in this agreement. Upon breach by the Subdivider of any covenant, term, condition or requirement of this agreement, including the failure to promptly pay for the works and services required to be constructed and installed by this Agreement, or upon the Subdivider becoming insolvent or making an assignment for the benefit of creditors, the Municipality, at its option, may, upon 21 days written notice, declare that the Subdivider is in default. Notice of such default shall be given as provided in this Agreement, and if the Subdivider does not remedy such default within such time as provided in the notice, the Municipality may declare that the Subdivider is in final default under this Agreement, and shall then forthwith give notice thereof to the Subdivider of the final default.

(b) Upon notice of default having been given, the Municipality may require all work by the Subdivider, his servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

(c) Upon final default of the Subdivider, the Municipality may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

(i) Have its servants, agents and/or contractor enter upon the lands shown on the said plan of subdivision to complete any work, services, repair or maintenance wholly or in part required herein to be done by the Subdivider and collect the cost thereof from the Subdivider and/or enforce any security available to it;

(ii) Make any payment which ought to have been made by the Subdivider and upon demand, collect the amount thereof from the Subdivider and/or enforce any security available to it;

(iii) Retain any sum of money heretofore paid by the Subdivider to the Municipality for any purpose, and apply the same in payment or part payment for any work which the Municipality may undertake;

(iv) Assume any work or services at its option whether the same are completed or not, and thereafter the Subdivider shall have no claim or title thereto or remuneration therefore;

(v) Bring action to compel specific performance of all or any part of this agreement or for damages;

(vi) Claim against any letter of credit or other security filed with the Municipality with respect to any monies or interest owing to the Municipality hereunder. Interest shall accrue at the current prime interest rate of the Municipality's bank on any monies payable to the Municipality under this agreement from the time default occurs in payment of such monies. All monies payable to the Municipality under this agreement and all interest accruing on monies in default shall be a charge on the said lands;

(vii) Exercise any other remedy granted to the Municipality under the terms of

this agreement or available to the Municipality in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Subdivider's right to repayment of monies resulting from the final default as herein provided. If the Municipality shall recover any monies by reason of final default, from or on account of the Subdivider then the Municipality's damages shall be reduced by the net actual return from the cashing of the letter of credit. It is expressly agreed that the damages of the Municipality arising out of final default shall not be less than the net sale value of the security.

25. SEVERANCE OF ULTRA VIRES TERMS

If any term of this agreement shall be found to be ultra vires of the Municipality, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this agreement mutatis mutandis shall be and remain in full force and effect.

26. ASSIGNMENT

The Subdivider shall not assign this agreement without written notice to the Municipality.

27. AMENDMENT

Without in any way limiting the rights of the Municipality, the Subdivider agrees that the Municipality may, with the written consent of the then registered owner of any parcel of land, amend this agreement insofar as it specifically affects such parcel of land or any part of such parcel of land.

28. NON-EXECUTION BY PARTIES

This agreement is the deed of every party who executes it, notwithstanding that it is not executed by one or more of the parties.

29. SPOUSAL PARAGRAPH

The Spouse of the Subdivider consents to the transaction evidenced by this agreement and releases all his/her interest in the said lands to the extent required to give effect to this paragraph.

30. REGISTRATION OF AGREEMENT

The Subdivider shall, at his own expense, register this agreement upon the title of the lands within the plan prior to the final release by the Municipality, and agrees further to pay on demand, all solicitor's fees and disbursements incurred by the Municipality arising in any way out of this agreement, including the preparation thereof and of other deeds, conveyances, registrations and agreements.

31. NOTICE

Any notices required or permitted to be given pursuant to the terms of this agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the Municipality to:

Chelsea Middleton
c/o Simply Paradise Interior Design Inc.
1380 Doon Village Rd
Kitchener, ON, N2P 1A5

and in the case of notice given by the Owner, addressed to:

The Municipality of Lambton Shores
R.R. #1
9575 Port Franks Road
Thedford, ON, N0M 2N0

Notice shall conclusively be deemed to have been given on the day that the same is posted.

IN THIS agreement the singular shall include the plural and the neuter shall include the masculine or feminine as the context may require, and if there are more than one Subdivider the covenants of such Subdivider shall be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers, and any party not a corporation has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF

SIMPLY PARADISE INTERIOR DESIGN INC.

per:



Chelsea Middleton – I have the authority
to bind the Corporation



Kyle Ford – I have the authority to bind
the Corporation

**THE CORPORATION OF THE MUNICIPALITY
OF LAMBTON SHORES**

Bill Weber, Mayor

Stephanie Troyer-Boyd, Clerk



Schedule "B"**LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT**

Plan 24, Lot 83, (former) Village of Grand Bend, Municipality of Lambton Shores,
County of Lambton.

(Known Municipally as 14 Warwick Street, Grand Bend.)

-and-

Plan 24, Lot 84, (former) Village of Grand Bend, Municipality of Lambton Shores,
County of Lambton.

(Known Municipally as 12 Warwick Street, Grand Bend.)

Schedule "C"
STORMWATER MANAGEMENT REPORTS

368 HURON STREET,
 STRATFORD, ONTARIO
 N5A 5T5

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PHONE (519) 271-9923
 FAX (519) 271-5353
www.johnson-engineering.ca
jecinc@johnson-engineering.ca

STORMWATER MANAGEMENT REPORT

for

12 Warwick Ave
Grand Bend, Ontario

Prepared by:
 Johnson Engineering Consultants Inc.
 JEC Project # 102021104

Prepared for:
 Simply Paradise Interior Design Inc.
 Grand Bend, Ontario

Submission	
22/11/2021	Design Submission

368 HURON STREET,
STRATFORD, ONTARIO
N5A 5T5

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1.0 Purpose

The site consists of a single story residence with a detached double garage. The existing site is proposed to be split into two separate neighbouring properties. One being 14 Warwick Avenue (existing single story family residence @ 82.10 square meters) to the east of Warwick Avenue. The second being 12 Warwick Avenue (proposed three story family residence @ 106.7 square meters) to the east of Warwick Avenue.

This storm-water management report has been prepared for review in conjunction with the plans for the proposed industrial house construction at 12 Warwick Avenue, Grand Bend.

This report thoroughly describes and explains the description of the existing and proposed sites. Including the single story home and detached double garage.

This report explains the existing flow paths for storm-water run-off and how the proposed layout and surface grading affects the overflow storm-water path.

2.0 Existing Site Description

The existing development site is 304.95 square meters of which 106.7 square meters will be used in the construction of a proposed three story single family residence, and 82.1 square meters will be used in the renovation of the existing single story residence east of Warwick Avenue, Grand Bend (see figure 1). The existing site includes a detached garage shown in figure 3 and a single story residence shown in figure 2.

A large wooden deck approximately 1.94m in width spans from the east to the west side of the residence. A retaining wall is located parallel to the existing home on the north side of the single story family residence, the retaining wall extends the length of the property and separates 14 Warwick from the neighboring property.

The sites frontal portion consists of coarse gravel directly west of the double detached garage see figure 3; over which vehicle parking is allocated. The gravel or crushed stone extends via a small walkway north towards the front of the homes main porch/ stairs. The crushed stones then

transition into fine green grass displaying a well-maintained front lawn. Several maple trees are scattered across the front and rear of the property.

The site generally drains from north to south at 2% to 4% and from east to west at about the same slope. There are no obvious wet areas on the site that would currently detain rainwater. Surface drainage currently runs west towards a road side ditch and culvert.

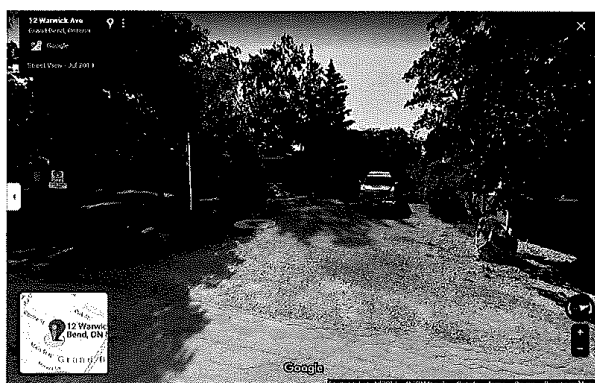


Figure 1- Single Story House (Left) & Double Garage (Right)



Figure 2- Single Story House

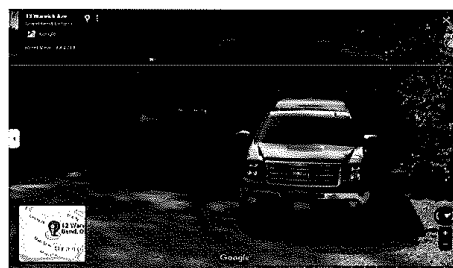


Figure 3- Double Garage



3.0 Proposed Site Description

This proposal provides storm-water management for a residence with dimensions provided by the Owner.

A 3- Story single family detached residential house is being proposed in place of the detached double garage. The detached garage will be removed.

The existing deck located along the south side of the existing single story home will have to be removed/ adjusted to accommodate the addition of 12 Warwick Avenue. A 2.7m x 5.5 m parking space is being proposed, west of the existing detached garage. A 11 ft x 22 ft garage is being proposed attached to the 3 story proposed residence at 12 Warwick Avenue.

4.0 Storm Water Management Plan

The entire rear yard of 12 Warwick Avenue is to drain towards a low area near the north-east corner of the property where which a RELN Turf Catch Basin is being proposed (see figure 4). A 6 foot radius of the ground surrounding the Catch Basin is to be slopped at approximately 3% below grade towards the Catch Basin. The proposed #1073 RELN, 18 inch L x 18 inch W x 24 inch H, Deep Pro Series Turf Catch Basin with a Galvanized Grate has a capacity of 75 liters.

A 4 inch diameter Big 'O' polypropylene Corrugated Solid Drain Pipe shall be used to connect the Turf Catch Basin with the proposed Infiltrator E24 Equalizer (see figure 5). The Big 'O' pipe shall have a length of 3ft in the southerly direction. The Infiltrator # Q4E24HD with a 53 inch L x 16 inch W x 11 inch H and a storage capacity of 79 liters (21 gal), shall be connected to the drainage pipe towards the east property line. A 4" diameter Big 'O' drainage pipe has a capacity of 231 gal/min per a horizontal slope of a ½ inch per foot.

The Infiltrator Equalizer shall be encased in a soil Separator Trench Wrap, used to separate debris, gravel and soil back-fill in a trench or drainage pipe system allowing the gravel to remain porous and the soil to stay firm and intact. The Separator Wrap also maintains the separation of coarse, granular back fill material, and native solids like sand, clay or topsoil to insure proper soil permeability and long-term performance of the drainage system. The Infiltrator Chamber shall then drain the storm water into the subsurface.

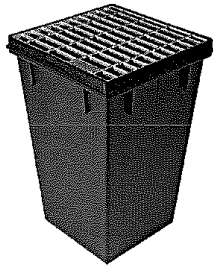


Figure 4- RELN Turf Catch Basin

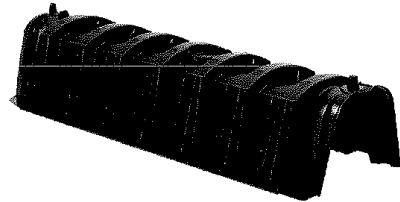


Figure 5- Infiltrator E24 Equalizer

5.0 Summary

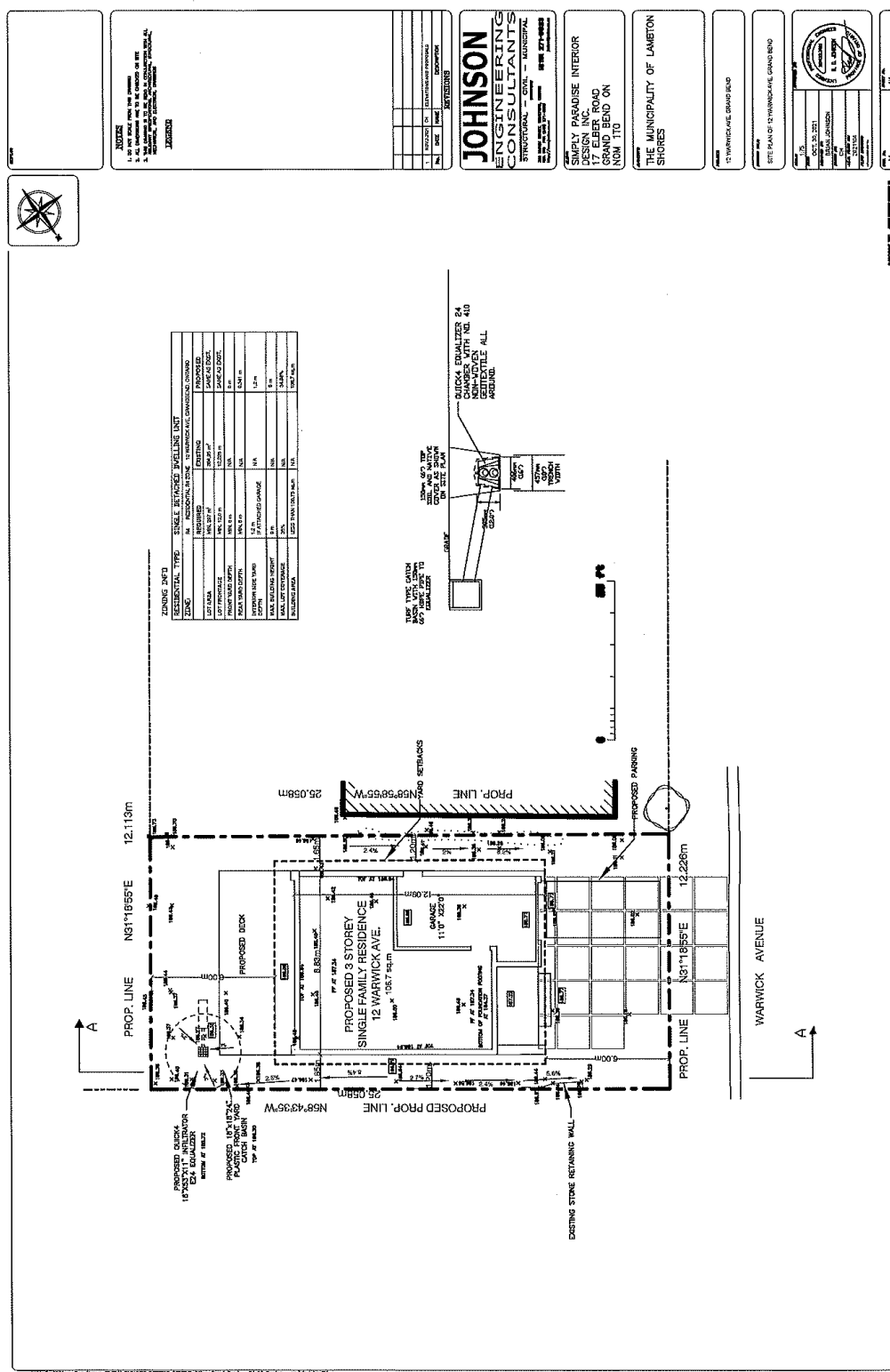
Storm servicing of the site is designed to implement an overland flow system which is consistent with the existing drainage pattern of the site.

The rear yard of 12 Warwick Avenue shall slope towards the proposed Turf Catch Basin in the north easterly direction. The storm water shall then travel through a 4 inch drain pipe into a infiltrator and into the subsurface.

All of which is respectfully submitted,
JOHNSON ENGINEERING CONSULTANTS INC.

Brian D. Johnson, P. Eng





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STORMWATER MANAGEMENT REPORT

for

**14 Warwick Ave
Grand Bend, Ontario**

Prepared by:
Johnson Engineering Consultants Inc.
JEC Project # 102021104

Prepared for:
Simply Paradise Interior Design Inc.
Grand Bend, Ontario

Submission	
22/11/2021	Design Submission

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1.0 Purpose

The site consists of a single story residence with a detached double garage. The existing site is proposed to be split into two separate neighbouring properties. One being 14 Warwick Avenue (existing single story family residence @ 82.10 square meters) to the east of Warwick Avenue. The second being 12 Warwick Avenue (proposed three story family residence @ 106.7 square meters) to the east of Warwick Avenue.

This storm-water management report has been prepared for review in conjunction with the plans for the proposed industrial house construction/ renovation at 14 Warwick Avenue, Grand Bend.

This report thoroughly describes and explains the description of the existing and proposed sites. Including the single story home and detached garage.

This report explains the existing flow paths for storm-water run-off and how the proposed layout and surface grading affects the overflow storm-water path.

2.0 Existing Site Description

The existing development site is 304.95 square meters of which 82.1 square meters will be used in the renovation of the existing single story residence, and 106.7 square meters will be used in the construction of a proposed three story single family residence east of Warwick Avenue, Grand Bend (see figure 1). The existing site includes a detached garage shown in figure 3 and single story residence shown in figure 2.

A large wooden deck approximately 1.94m in width spans from the east to the west side of the residence. A retaining wall is located parallel to the existing home on the north side of the single story family residence, the retaining wall extends the length of the property and separates 14 Warwick from the neighboring property.

The sites frontal portion consists of coarse gravel directly west of the double detached garage see figure 3; over which vehicle parking is allocated. The gravel or crushed stone extends via a



small walkway north towards the front of the homes main porch/ stairs. The crushed stones then transition into fine green grass displaying a well-maintained front lawn. Several maple trees are scattered across the front and rear of the property.

The site generally drains from north to south at 2% to 4% and from east to west at about the same slope. There are no obvious wet areas on the site that would currently detain rainwater. Surface drainage currently runs west towards a road side ditch and culvert.

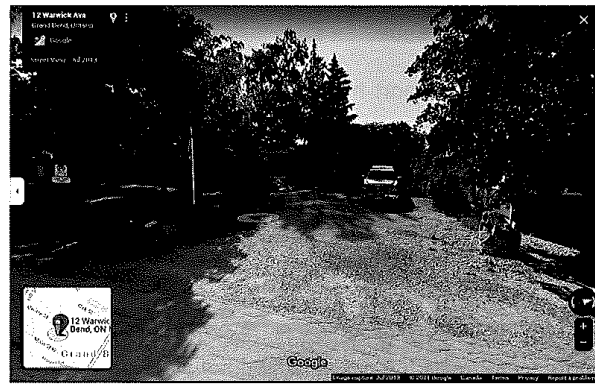


Figure 1- Single Story House (Left) & Double Garage (Right)



Figure 2- Single Story House

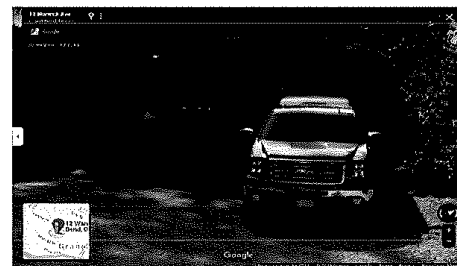


Figure 3- Double Garage



3.0 Proposed Site Description

This proposal provides storm-water management for a residence with dimensions provided by the Owner. The existing single story house is proposed to be renovated.

The existing retaining wall located on the north side of the property is to be removed. A 2.7m x 5.5 m parking space is being proposed, west of the existing single story home.

The entire site is to drain towards the south-east corner via an Turf Catch Basin. Subsurface storage units allow for infiltration, native soil conditions support that method of emptying, no sub-drain from the subsurface storage to the existing roadside ditch/culvert will be required.

4.0 Storm Water Management Plan

The entire rear yard of 14 Warwick Avenue is to drain towards a low area near the south-east corner of the property where which a RELN Turf Catch Basin is being proposed (see figure 4). A 6 foot radius of the ground surrounding the Catch Basin is to be slopped at approximately 3% below grade towards the Catch Basin. The proposed #1073 RELN, 18 inch L x 18 inch W x 24 inch H, Deep Pro Series Turf Catch Basin with a Galvanized Grate has a capacity of 75 liters.

A 4 inch diameter Big 'O' polypropylene Corrugated Solid Drain Pipe shall be used to connect the Turf Catch Basin with the proposed Infiltrator E24 Equalizer (see figure 5). The Big 'O' pipe shall have a length of 3ft in the northerly direction. The Infiltrator # Q4E24HD with a 53 inch L x 16 inch W x 11 inch H and a storage capacity of 79 liters (21 gal), shall be connected to the drainage pipe towards the east property line. A 4" diameter Big 'O' drainage pipe has a capacity of 231 gal/min per a horizontal slope of a ½ inch per foot.

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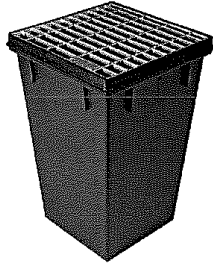


Figure 4- RELN Turf Catch Basin

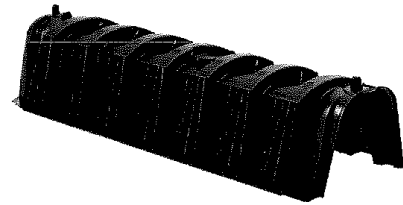


Figure 5- Infiltrator E24 Equalizer

5.0 Summary

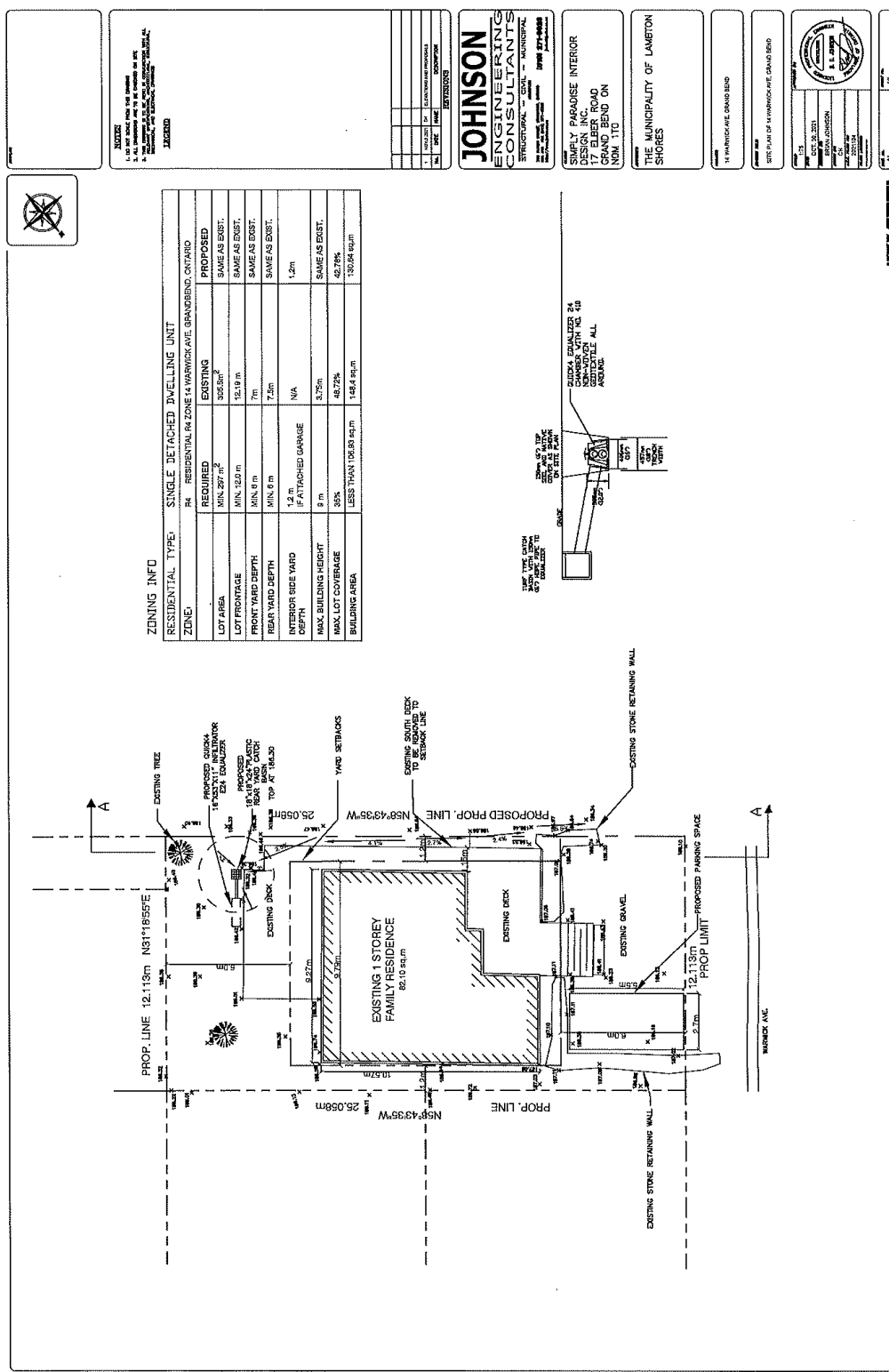
Storm servicing of the site is designed to implement an overland flow system which is consistent with the existing drainage pattern of the site.

The rear yard of 14 Warwick Avenue shall slope towards the proposed Turf Catch Basin in the south easterly direction. The storm water shall then travel through a 4 inch drain pipe into a infiltrator and into the subsurface.

All of which is respectfully submitted,
 JOHNSON ENGINEERING CONSULTANTS INC.

Brian D. Johnson, P. Eng





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