

SITE PLAN AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____.

BETWEEN: SARNIA PRODUCE INC
(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND: THE CORPORATION OF THE VILLAGE OF POINT EDWARD
(hereinafter referred to as the "Corporation")

OF THE SECOND PART

WHEREAS the Corporation has enacted a Site Plan Control By-law 10 of 2001 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990 c. P.13, as amended;

AND WHEREAS the Owner represents and warrants that it intends to develop lands described in Schedule 'A' to this agreement (hereinafter called the "said lands");

AND WHEREAS the Owner of the said lands has submitted plans to the Corporation for approval in accordance with subsection (4) of the said Section 41;

AND WHEREAS subsection (7) (c) of the said Section 41 authorizes the Corporation to require the Owner of the said lands to enter into an agreement with the Corporation dealing with the provision and approval of the plans referred to in subsection 4 of the said Section 41;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The following Schedules, being a legal description of the lands affected by this agreement, the plans required by the Corporation pursuant to subsection (4) of Section 41 of the Planning Act, R.S.O. 1990 c. P.13, as amended, and particulars of the services being provided are hereby declared to form part of this agreement and are attached hereto:

<u>Schedule</u>	<u>Description</u>
"A"	- being a legal description of the lands affected (the said lands).
"B"	- being the plans showing the facilities, works and matters to be provided on the said lands.

2. The attached Schedule 'B' is hereby approved by the Corporation subject to the following conditions:

- a) The Owner hereby agrees that the development shall be carried out and completed in accordance with the attached Schedule 'B'.
- b) The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Corporation:
 - i) All parking areas and access, shown on Schedule 'B', shall be constructed and maintained with a stable hard surface.
 - ii) All parking spaces shall be demarcated clearly with painted lines, signage and by concrete curbing to the satisfaction of the Corporation.

- iii) Parking spaces shown on Schedule 'B' shall have a minimum width of 2.7 metres and a minimum length of 6 metres.
- iv) All vehicle movements must occur on this property and not encroach onto neighbouring properties unless an access easement or agreement is signed and registered on title that permits otherwise.
- v) Internal site sidewalks and walkways shall be constructed and maintained with a stable hard surface such as concrete or asphalt. Barrier-free access shall be provided throughout the site.
- vi) All exterior lighting shall be directed away from abutting properties and roadways.
- vii) Any required extensions or expansions to storm, sanitary and/or water services required for the development of the site shall be installed at the expense of the Owner and to the satisfaction of the Corporation.
- viii) The property shall be adequately drained, and prior to the issuance of building permits the Corporation will be satisfied that:
 - the flow of water resulting from any grading and drainage facilities will not create an erosion problem nor aggravate an existing problem, and;
 - the flow of water will not cause a drainage problem on the site or on abutting lands.
- ix) Open storage of refuse, building materials (except in connection with an approved construction project occurring on the site) or similar materials is not permitted on the said lands. Open storage as defined by the Corporation's Zoning By-Law is permitted on the said lands only if it is listed as a permitted use in that By-law. Any area to be used for permitted open storage shall be set out on the site plan through an amendment to this agreement.
- x) Development of the area marked for future development/retail shall be subject to an amendment to this agreement, including the provision of elevation and servicing drawings to the satisfaction of the Corporation.
- xi) Purchasers and/or tenants are advised that despite the inclusion of noise control features within the new Market Store and Existing Warehouse, sound from traffic along Highway 402, may continue to be of concern. Noise may occasionally interfere with some activities of the building occupants and users, as the outdoor vehicle traffic sound levels may exceed the noise criteria of the Municipality and the Ministry of Environment, Conservation and Parks (MOECP)."
- c) The Owner hereby agrees to maintain to the satisfaction of the Corporation and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause b) of clause 2 hereof.

The Owner shall be responsible for protecting existing streets affected by the construction of this project, and shall restore such streets to their previous condition. As security to ensure such restoration, a damage deposit of \$2,000.00 shall be submitted with the Corporation prior to the signing of this agreement. Provided the Corporation is satisfied that no damage has occurred, or that damage has been repaired to its satisfaction, all of the damage deposit will be returned to

the Owner. If the Corporation must conduct repairs, an appropriate amount of the deposit will be retained by the Corporation to cover the cost of such repairs.

Prior to the issuance of the damage deposit, the Corporation shall document the pre-existing conditions on the public lands adjacent to the site by taking photographs of those lands.

- d) The approval of the attached Schedule 'B' by the Corporation shall lapse if development of the said lands:
 - i) is not carried out and completed in accordance with the said Schedule 'B'; or
 - ii) is not completed within two (2) years of the execution of this agreement, unless an extension has been agreed to in writing by the Corporation.

3. The Owner hereby acknowledges and agrees that:

- a) Pursuant to subsection (10) of Section 41 of the Planning Act, R.S.O. 1990 c. P.13, as amended, this agreement may be registered against the said lands to which it applies and the Corporation is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land.
- b) Pursuant to subsection (11) of Section 41 of the Planning Act, R.S.O. 1990 c. P.13, as amended, Section 446 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, applies to any requirements made under subclauses (a), (b) and (c) of clause 2 hereof and to any other requirements made under this agreement.
- c) Upon completion by the Owner with all of the terms and conditions of this Agreement and at the written request of the Owner, the Corporation shall provide a letter of such compliance.

4. Amendments to this agreement may be carried out at any time with the consent, in writing, of the Corporation and the registered Owner of the said lands at the time of such amendment.

5. Upon breach by the Owner of any covenant, term or condition of this Agreement, which such breach has not been rectified to the satisfaction of the Corporation by the Owner within seven (7) days of notice from the Corporation, the Corporation at its sole option, may:

- a) require all work as aforesaid to cease, or;
- b) complete any necessary work and the Owner agrees to forthwith indemnify the Corporation for any expense in this regard, such expense shall form a lien against the lands and may be collected by the Corporation in the same manner as realty taxes pursuant to Section 1(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended. The remedies provided in this paragraph shall be in addition to any other remedy available to the Corporation pursuant to this Agreement or at law.

6. All payments, notices, demands, requests, approvals, representations, and consents which may be or are required to be given by either party to the other herein, shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

If to the Corporation, to it at:

The Corporation of the Village of Point Edward
135 Kendall Street
Point Edward, ON N7V 4G6

Attention: C.A.O./Clerk

If to the Owner, to it at:

Sarnia Produce Inc.
707 and 709 Lite Street
Point Edward, ON N7V 1A7

and if any such notice, demand, request, approval, representation or consent is sent by prepaid registered mail, it shall be conclusively deemed to have been received on the third business day following the mailing thereof and if delivered, it shall be conclusively deemed to have been received at the time of delivery. It is agreed, however, that notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out, or similar event involving a postal service, any payment, notice, demand, request, approval, representation or consent will not be received by the addressee within the time hereinbefore provided, then the mailing of any payment, notice, demand, request, approval, representation or consent as aforesaid shall not be an effective means of sending the same but rather any payment, notice, demand, request, approval, representation or consent must be sent by the most reasonably expeditious means of transportation available.

7. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this agreement.
8. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the consent in writing of the parties hereto. A consent to any assignment required hereunder may be arbitrarily or unreasonably withheld until the proposed assignee executes and delivers such documents as, in the opinion of the legal counsel of the Corporation, are necessary to oblige themselves or itself hereunder.
9. The provisions hereof shall endure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
10. If any of the terms of this agreement shall be found to be ultra vires of the Corporation, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL)
The Corporation of the Village of Point Edward

Mayor

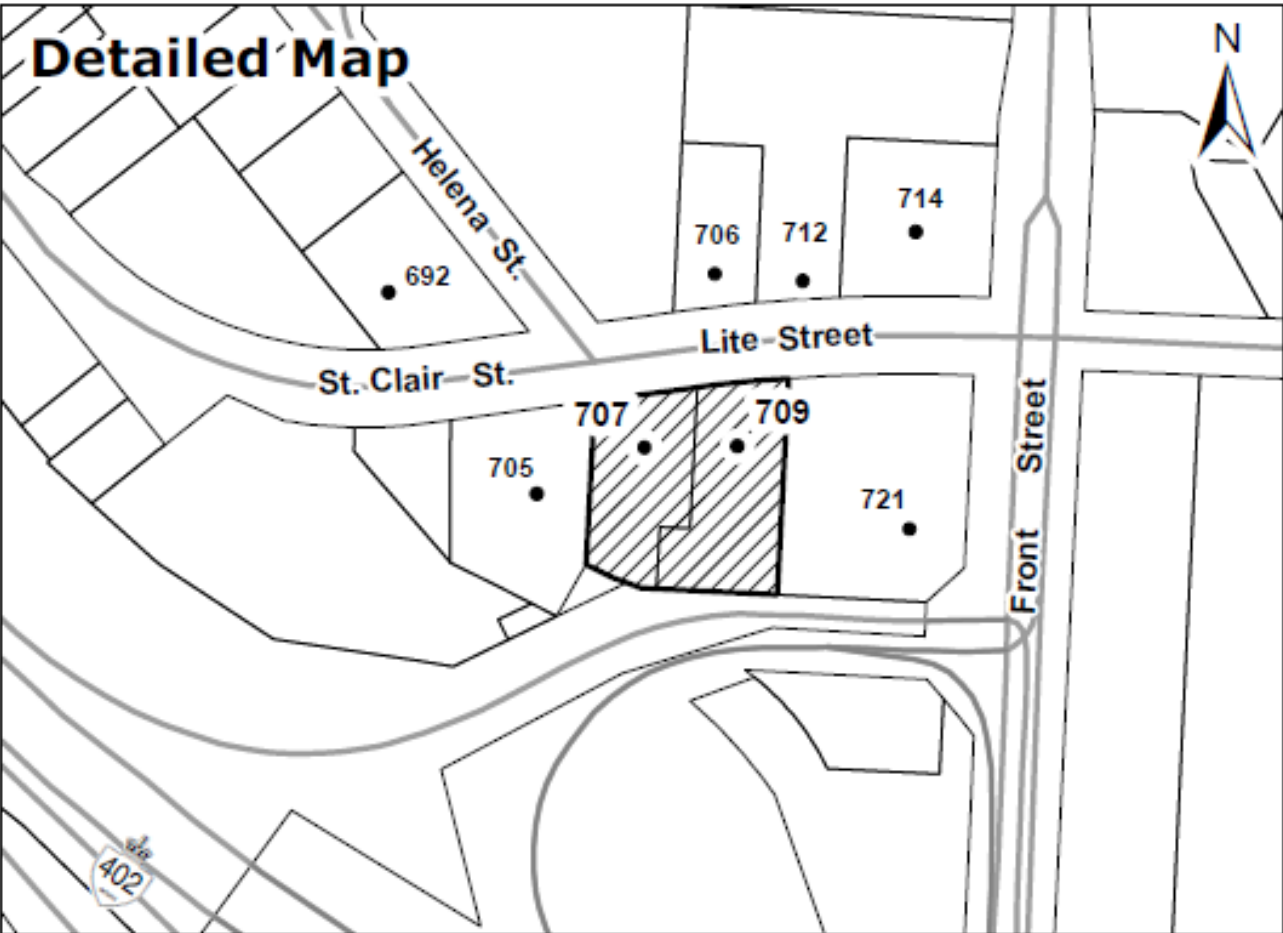
Clerk

Sarnia Produce Inc.
Owner

SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS AFFECTED BY THE SITE PLAN AGREEMENT



● Subject Property



Lands Subject to Site Plan Agreement

APPLICANT:	Sarnia Produce Inc.
LOCATION:	Part of Lots 53, 54, 55 and Part of Helena St. (Closed), Plan 2 & 4, Village of Point Edward.

SCHEDULE "B"
SITE PLAN AND SERVING REPORT

Drawings:

Cover Sheet
Philip Agar Architect
September 19, 2019

Site Plan
Philip Agar Architect
September 19, 2019

Site Servicing Plan
B. M. Ross and Associates Limited
September 19, 2019

Site Servicing Report
Wellington Builders Inc.
November 19, 2019