

Attachment A: Site Plan Agreement - October 13, 2020

AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

THIS AGREEMENT made this 13th day of October, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the "Town")

OF THE FIRST PART

AND:

NORTH BAY CAPITAL INVESTMENT LTD.

(Hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as Part Lot 18 Concession 19 Blanshard as in R280137; Except Parts 1 to 18 Inclusive 44R2621; Except Part 1 44R2177; Except Part 1 44R5309; Subject to R234813, R95953; together with an easement over Part 1 as in PC139308 in the Town of St. Marys, County of Perth being all of PIN 53252-0478 (LT) all in Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the "Lands")

AND WHEREAS the Town has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the land;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS this Agreement shall be registered against “the lands” to this Agreement and the Town is entitled to enforce the provisions thereof 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, in accordance with subsection 10 of Section 41 of the Planning Act, R.S.O. 1990;

NOW THEREFORE WITNESSETH that for the sum of TWO DOLLARS (\$2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of “the lands”, the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

1. The Owner Agrees:
 - a. That all existing buildings and structures and buildings and structures to be erected on the Lands shall be located in accordance with the building locations as shown on the Site Plan attached hereto as part of Schedule “A”;
 - b. That if required, private utility services including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances, as shown on the drawings attached hereto as part of Schedule “A”, shall be maintained by the Owner at its expense on an ongoing basis;
 - c. That, if required, all municipal utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and

appurtenances shall be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility services. Utility services shall be installed and maintained in accordance with the drawings attached hereto as part of Schedule "A";

- d. That all necessary provisions for any service connections of the Lands shall be made to the satisfaction of the Town;
- e. That access to and from the Lands shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as Schedule "A";
- f. That the internal driveways, vehicle parking areas, vehicle maneuvering areas and pedestrian walkways shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as part of Schedule "A";
- g. That landscaping shall be provided in accordance with the drawings attached hereto as part of Schedule "A". All landscape materials shall be maintained by the Owner on an ongoing basis;
- h. That erosion and sediment controls shall be provided for the site during construction to the satisfaction of the Town;

- i. That final grades and elevations shall be established to the satisfaction of the Town and shall be in accordance with the drawings attached hereto as part of Schedule "A";
- j. That all lighting facilities to be used and/or provided shall be as shown on the drawings attached hereto as part of Schedule "A" and shall be of a type, location, height, intensity and design to ensure illumination shall not flare onto any adjacent or abutting properties and further to this shall be suitably located and deflected in order to prevent negative impacts on abutting or adjacent properties;
- k. That all hydro cables be located underground on the Lands;
- l. That snow storage shall be on the property as shown on the drawings attached hereto as part of Schedule "A";
- m. That the ravine buffer planting and existing trees shall be provided in accordance with drawings attached hereto as part of Schedule "A".
During construction, the Owner shall provide protection for the existing trees on Town and private property.
- n. That the development on the Lands including but not limited to driveways, buildings, structures, paved areas, landscaping and lot grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;
- o. That any and all development on the Lands shall be to Town standards and the provisions of the Town's Zoning By-law in effect at the time of development;

p. That all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town's Zoning By-law Z1-1997, as amended.

2. The Owner further agrees:

- a. That the fuel pumps, underground fuel tanks and related appurtenances as shown in the drawings attached hereto as part of Schedule "A" shall be operated and maintained in accordance with all applicable laws and guidelines, including without limitation the:
- i. *Technical Standards and Safety Act*, 2000, S.O. 2000, c. 16, as amended and all regulations made thereunder;
 - ii. *Environmental Protection Act*, R.S.O. 1990 c. E.19, as amended and all regulations made thereunder;
 - iii. *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40 as amended and all regulations made thereunder;
 - iv. *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended and all regulations made thereunder, including without limitation O.Reg. 213/07 (Fire Code);
 - v. *Building Code Act*, 1992, S.O. 1992, c.23, as amended and all regulations made thereunder, including O.Reg. 332/12 (Building Code); and,
 - vi. National Fire Protection Association Codes, Standards and Guidelines;
- b. Any fuel dispenser on the Lands shall be located not less than:
- i. Three (3) metres from a property line;

- ii. Three (3) metres from any highway as defined in the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
 - iii. Four and a half (4.5) metres from any opening in a building; and,
 - iv. One (1) metre from a building
3. Schedule "A" consists of the following drawings:
 - a. Site Plan Phase 1 (SP01) prepared by blueprint2build dated January 21, 2020 and revised on September 17, 2020;
 - b. Landscape Plan (LP01) prepared by blueprint2build dated January 21, 2020;
 - c. Site Grading Plan North Part (C02.1) prepared by blueprint2build dated March 24, 2020 and revised on August 24, 2020; and
 - d. Site Grading Plan South Part (C02.2) prepared by blueprint2build dated March 24, 2020 and revised on July 10, 2020.
4. Schedule "A", as described in paragraph 3 above and attached hereto shall form part of this Agreement.
5. The Owner shall enter into a separate agreement for electricity with Festival Hydro Inc.
6. Entrances to buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the Owner.
7. The Owner shall be responsible for the cost of any signage and the installation of said signage required for this site.
8. The Owner agrees that the abutting street to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care will be taken to see that mud and soil is

not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the Owner at his own expense. The Owner acknowledges that they have the responsibility to correct or clean muddied streets used for access during construction. If the Owner fails to complete said work, then the provision of paragraph 13 of this Agreement shall apply.

9. The Owner shall keep on file at all times a maintenance manual and annual maintenance logs for the on-site oil/grit separator that shall be available to be inspected at any time by the Town or by the Upper Thames River Conservation Authority.
10. Minor adjustments to the requirements of this Site Plan Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.
11. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
12. Any development on the property beyond that outlined in this Agreement and on the attached Schedule "A" shall require a further Site Plan Agreement between the Owner and the Town for said development.
13. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days' notice in

writing to the Owner of its intention and forthwith if the failure is deemed an emergency, or poses a risk to the safety of the public or environment, the Town shall rectify the issue without seven (7) days notice and shall recover the expense incurred by the Town in a like manner as municipal taxes.

14. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect provides a certificate to the Town that the conditions of this Agreement have been completed and any damaged public services have been repaired to the satisfaction of the Town.

Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in this Agreement and as shown on the drawings attached hereto as Schedule "A". The security deposit shall be refunded without interest or penalty when the Owner's landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

15. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town employee or its agent to:

North Bay Capital Investments Ltd.

146 Bellagio Ave

Hannon, ON LOR 1P0

Or to such addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

16. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.
17. This Agreement supersedes any previous Site Plan Agreements for the subject property.
18. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions, and understandings herein contained on the part of the Owner shall run with the Lands and shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.
19. Execution of this Agreement shall be deemed to be authorization by all Parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.
20. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party's right

thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

21. The Parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further, acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.

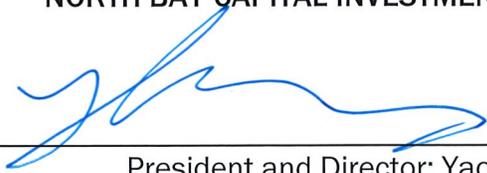
22. The Parties here to acknowledge and agree that this Agreement is further to and does not remove any of the Owner's obligations under any prior Agreements.

23. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Town from all losses damages, costs, changes and expenses which may be claimed or recovered against the Town by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to this Agreement.

24. The Owner hereby covenants and agrees to save harmless the Town from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set its hand and seal and the Town has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

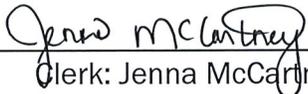
NORTH BAY CAPITAL INVESTMENT LTD.

Per:  _____
President and Director: Yao Zhang

(We have the authority to bind the Corporation)

THE CORPORATION OF THE TOWN OF ST. MARYS

Per:  _____
Mayor: Al Strathdee

Per:  _____
Clerk: Jenna McCartney

(We have the authority to bind the Corporation)

NOTES TO SPA

1. It is the Owner's responsibility to fulfill the obligations contained in this Site Plan Agreement. It is also the Owner's responsibility to submit a request for the refund of deposits in writing when all the work has been completed to the standards of this Site Plan Agreement.
2. The Owner shall enter into a separate agreement for electricity with the Festival Hydro Inc., 1887 Erie Street, P.O. Box 397, Stratford ON N5A 6T5, 519-273-4703.
3. Any sign erected on the subject property shall be in conformity with the Town's current sign by-law. The Owner shall apply for a separate sign permit.

Schedule "A" - Drawings

Attach Drawings 1,2,3,4

