



Site Plan Agreement

**THIS PAGE IS TO BE REPLACED
WITH FIRST PAGE CONTAINING
PARTICULARS OF REGISTRATION**



(complete and insert Document General as Page 1)

SITE PLAN AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWN OF ERIN

- and -

DEVELOPER

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SITE PLAN AGREEMENT

THIS AGREEMENT made this 21st day of February 2017 pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWN OF ERIN.
(hereinafter called the "**Town**")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF WELLINGTON
(hereinafter called the "**Developer**")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Developer is, the owner of the property described in Schedule "A" to this Agreement which property is the subject matter of an application for Site Plan Approval pursuant to section 41 of the *Planning Act*;
- B. The property is within a designated site plan control area and the Town requires that the Developer as the Developer enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be developed and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Developer's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Developer in making application for site plan approval has agreed to provide to the satisfaction of the Town, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, drawings showing plan, elevation and cross-section views for each building or structure and to include all matters as contemplated by section 41 of the *Planning Act*. The plan(s) and drawings described in Schedule "B" [hereinafter called the "Approved Plan(s)"] shall be deemed to have been approved by the Town upon execution and registration of this Agreement.

2.2 Filing of plan(s)

Three (or such greater number as shall be requested by the Town) copies of the Approved Plan(s) and an electronic submission shall be filed with the Town's Planning Department.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Town of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C", (if any) shall apply to the development of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)

4.1 Developer's covenant to implement plan(s)

The Developer covenants and agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Developer's sole risk and expense and to the satisfaction of the Town.

4.2 Town's right of entry

The Town shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Town's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Town's Building By-law or the Ontario Building Code and may issue a stop work order until such breach is rectified.

4.4 Notice to comply

In the event that the Town gives written notice to the Developer or the then-registered owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Developer or then-registered owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Town may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of then-registered owner of the Land.

ARTICLE 5 - INDEMNIFICATION

5.1 Developer's agreement to indemnify

The Developer agrees on behalf of itself, its successors and assigns to save harmless and indemnify the Town and its officials, employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Town, or its officials, employees and agents, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Developer pursuant to or implementing the terms of this Agreement except to the extent caused, or contributed to, by any act or omission or negligence of the Town, its servants or agents.

ARTICLE 6 - LIABILITY INSURANCE

6.1 When liability insurance required

In the event that work is to be performed by the Developer, its servants, agents or contractors on lands owned by the Town the Developer shall supply the Town with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Town, holding the Town harmless from any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Developer, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Town is to be named as an insured party

in the said policy.

ARTICLE 7 - TIME LIMITS FOR COMPLETION

7.1 Consequences of delay

In the event that a building permit is not issued and construction commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within three years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Town by notice in writing to the Developer which revisions shall be accepted and implemented by the Developer.

ARTICLE 8 - MAINTENANCE OBLIGATIONS

8.1 General covenant to maintain and repair

The Developer, for itself and its successors and assigns, agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Developer's sole risk and expense and to the satisfaction of the Town and that the grading of the lands and the storm drainage facilities shall not be altered from that illustrated on the Approved Plans. In the event Town gives written notice to the Developer, or the then-registered owner of the Lands, to undertake maintenance of or repair to any matter or thing required by this Agreement, and if the Developer or then registered owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Town may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of then-registered owner of the Land.

8.2 Specific maintenance obligations

The Developer, for itself and its successors and assigns, covenants with the Town as follows:

- (a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "C", if applicable, in good condition and repair;
- (b) that at any time or times that the building(s) on the Lands are occupied or are in use it shall ensure that all driveways, parking spaces and access points are cleared of snow within twelve (12) hours of any major snow storm (which shall be deemed to be an accumulation in excess of 5cm of snow in any twenty-four hour period) and that if snow is stored on the Lands it shall ensure that it is stored in a location which does not reduce the number of parking spaces illustrated on the Approved Plan(s);
- (c) that it shall ensure that all required signs, parking spaces and lane markings identified on the Approved Plan(s) are properly painted and maintained and that it shall ensure that each such sign and parking space or lane is clearly delineated at all times.

In the event that the Developer, or then registered owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 13.2 hereof shall apply.

ARTICLE 9 - CONVEYANCES AND EASEMENTS

9.1 Developer's obligation to provide

Not Applicable

ARTICLE 10 - ENCUMBRANCERS' CONSENT AND ACKNOWLEDGMENT

10.1 All encumbrancers to consent prior to permit issuance

Not applicable.

ARTICLE 11 - REGISTRATION OF AGREEMENT

11.1 Registration prior to permit issuance

This Agreement will be registered against the title to the Lands and the Developer will pay for the cost of registration.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: County of Wellington
74 Woolwich Street,
Guelph, Ontario, N1H 3T9

Town: The Town of Erin
5684 Trafalgar Road
Erin, Ontario, N0B 1Z0

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Town's records.

12.2 Town costs recoverable like taxes

Notwithstanding any other remedy available to the Town, the Developer acknowledges and agrees that any expense incurred by the Town in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9 and Schedule "C", shall be recovered by the Town from the Developer as a debt owing to the Town.

12.3 Waiver

It is expressly understood and agreed that the remedies of the Town under this Agreement are cumulative and the exercise by the Town of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Town may be lawfully entitled for the same default or breach; and any waiver by the Town of the strict observance, performance or compliance by the Developer of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Town to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

12.4 Covenants as restrictive covenants

So far as may be, the covenants of the Developer herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Town or such of them as may be benefitted thereby and shall be binding on the Developer, and its successors and assigns as owner and occupier of the said land from time to time.

12.5 No permit if money owed to Town

Not applicable.

12.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

12.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

12.8 No assignment without consent

The Developer shall not assign this Agreement until all works and facilities required by this Agreement have been completed without the prior written consent of the Town, which consent will not be unreasonably withheld.

12.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Town, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

12.10 Developer's acceptance of agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

12.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement under the hand of their duly authorized signing officers.

SIGNED, SEALED AND DELIVERED)	OWNER’S NAME
)	
in the presence of)	
)	
_____)	_____
Witness Signature)	Name:
)	
_____)	_____
Witness Signature)	Name:
)	
)	I/We have the authority to bind
)	the Corporation
)	
)	THE CORPORATION OF THE
)	TOWN OF ERIN
)	
)	_____
)	Allan Alls
)	Mayor
)	
)	_____
)	Dina Lundy
)	Clerk
)	
)	We have the authority to bind
)	the Corporation.

SCHEDULE "A"

DESCRIPTION OF DEVELOPER'S LANDS

Part 1, Plan 61R-521, Lots 39-52 and Worts Street (Closed) Registered Plan 280, Town of Erin (Former Village of Hillsburgh) with a civic address of 9 Station Street.

SCHEDULE "B"

DESCRIPTION OF APPROVED PLANS

- A. Site Plan Drawings prepared by VG Architects The Ventin Group LTD.

Sheet **A1.1** most recently revised on the 18th day of November, 2016.

Sheet **A2.1** most recently revised on the 19th day of August, 2016.

Sheet **A2.2** most recently revised on the 19th day of August, 2016.

Sheet **A3.1** most recently revised on the 19th day of August, 2016.

- B. Landscaping Plan prepared by Fleisher Ridout Partnership INC.

Drawing L.1 & L.2 most recently revised on the 15th day of December, 2016,

Drawings TP1 most recently revised on the 2nd day of November, 2016, (Tree Inventory and Preservation Plan)

- C. Overall Grading Plan, including site services and features, prepared by Stantec.

Drawing No.C-050 most recently revised on the 17th day of November, 2016 (Existing Conditions & Removals Plan)

Drawing No.C-0400 most recently revised on the 17th day of November, 2016 (Site Grading and Servicing Plan)

Drawing No.C-500 most recently revised on the 17th day of November, 2016 (Details and Notes Plan)

Drawing No. C-600 most recently revised on the 17th of November, 2016 (Erosion and Sedimentation Control Plan)

Drawing No. C-800 most recently revised on the 17th on November, 2016 (Storm Water Management Plan)

SCHEDULE "C"**ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))**

1. That the developer pays to the Town of Erin their contribution for the provision of sidewalks based on the established frontage charge of \$547.07 per meter that abuts the proposed sidewalk location as determined by the Town of Erin (frontage of 91.46m).
2. That the developer pays to the Town of Erin their contribution for the provision of watermain and service based on the established frontage charge of \$17,625.00 as determined by the Town of Erin.
3. That the developer connects to municipal services when they are installed in front of the property.
4. If the pond is no longer an available resource for the dry fire hydrant and no Municipal Water is provided then a minimum 81,000 litre water reservoir must be installed for fire services based on the current Ontario Building Code section 3.2.5.7. This is subject to change of the Chief Building Official based on the current code at the time of the tank being provided.
5. That the owner deposit securities (\$431,364.00) with the Finance Department, in a form meeting the Finance Department's requirements, covering full costs of landscaping, all paving, curbing, drainage and storm sewers, stormwater management facilities, installation and maintenance of erosion and siltation control measures, tree protection, boulevard restoration, roof top mechanical screening, garbage enclosures and site restoration.