

Schedule "A" to By-law 43-2017

This Agreement made in triplicate this 17th day of July, 2017.

Between

The Corporation of the Municipality of South Huron

(Herein referred to as the Municipality)

-And-

Gerald David MacLean

(Herein referred to as the Owner)

Whereas an application for Site Plan Approval under Section 41 of the Planning Act of Ontario, R.S.O. 1990, as amended, was made to the Municipality to permit the use of the lands for the purpose of a financial institution as a permitted use on the subject parcels; and

Whereas the parcels affected by this Agreement are more particularly described as being Plan 376 Lots 804 & 805 and Plan 376 Lots 806 & 807, Exeter Ward, Municipality of South Huron and

Whereas the Municipality approved By-law No. 29-2017 permitting the placement of a Highway Commercial Special Provisions (C5-13) use on the 15th day of May, 2017; and

Whereas the Highway Commercial Special Provisions use is proposed to allow a financial institution as a permitted use on the subject parcels; and

Whereas one of the requirements of the Zoning By-law is that the Owner obtain Site Plan Approval and enter into a Site Plan Agreement with the Municipality of South Huron; and

Whereas the Planning Act under Section 41(7) (c) enables a local municipality to require the owner to enter into one or more agreements; and

Whereas the Owner intends to develop the lands in accordance with the Plans and Works to Be Constructed described in Schedule "B";

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

Covenants by the Owner

1. Stormwater Management:

The Owner shall undertake all work required to implement the Stormwater Management Design Brief, prepared by Johnson Engineering Consultants and approved by the Brian Johnson. . The approved Stormwater Management Design Brief (dated: June 20, 2017) is incorporated into the attached Schedule "C".

All stormwater management works for this property must be constructed to the satisfaction of the Municipality of South Huron, for the building shown on the attached Schedule "C". The Owner agrees to maintain the property in such a manner that ensures compliance with the approved Stormwater Management Design Brief.

2. Parking:

- (a) A minimum of one (1) of the parking spaces established on the property will be designated a Type "A" accessible parking space. The accessible parking space shall be designated with both vertical signage and pavement markings that shows the universal symbol of access and identifies the space as "van accessible/ limited mobility". An accessible route shall be provided from the designated parking space to the barrier free entrance of the building. All facilities designed to have regard for accessibility shall incorporate the County of Huron's Universal Design and Accessibility Guidelines for Site Plan Control.
- (b) The Owner shall provide, at its own expense, and at all times maintain on the lands, parking areas capable of accommodating a minimum of nine (9) parking spaces for motor vehicles as required by the zoning by-law. All required parking stalls shall be a defined in Schedule "A".
- (c) Any pavement markings on that are not required after construction shall be removed and relocated by the Owner at the Owners cost, to the satisfaction of the Municipality.

3. Lighting Facilities:

All site lighting shall be installed and maintained in accordance with the site plan in Schedule "E". All lighting shall be intensified downward as to not cause glare onto neighboring adjacent properties.

4. Landscaping:

The Owner shall landscape the site and thereafter maintain the same in general conformity with Schedule "D"

(a) A planting strip and/or wooden fence shall be installed and maintained as shown on Schedule "D" and such fence or planting strip shall provide adequate resistance to prevent glare from vehicles onto adjacent properties.

(b) Such planting strip or wooden fence shall be installed to a minimum height of 2.0m (6'6") as required by the zoning by-law.

5. 'As Constructed' Premises:

The Owner shall provide for the Municipality's records 'as constructed' drawings to the satisfaction of the Municipality for municipal services installed by the Owner which may, in the future, be assumed by the Municipality. These drawings shall be submitted in a satisfactory form prior to the release of any security required by this agreement. The development shall be completed in accordance with the approved Site Servicing, Grading and Drainage Plan, which forms Schedule "C" herein.

6. Inspection and Completion of Works:

Where the Owner is required to construct certain works to be assumed by the Municipality or carry out work within a public highway, walkway or easement, the Owner shall have his Professional Engineer provide a qualified inspector acceptable to the Municipality to carry out on-site inspection of the works. Upon completion of the work and prior to requesting the Municipality to assume the works, the Owner shall supply to the Municipality, in a form acceptable, a certificate of the Owner's Professional Engineer substantially in the following form:

Certificate of Completion of Works

To: The Corporation of the Municipality of South Huron

For good and valuable consideration now paid by the Corporation of the Municipality of South Huron (hereinafter called the "Municipality"), the receipt and sufficiency of which I/we hereby acknowledge, I/we hereby certify that the

municipal services constructed pursuant to the Development Agreement between the Municipality and (Owner's Name) registered as No. _____ relating to municipal number Lot/Block No. _____ Plan No. _____ have been

- (a) inspected during construction in accordance with standard engineering practice; and
- (b) constructed in accordance with the plans and specifications approved by the Municipality.

Delivered under my/our hand and professional seal at South Huron, Ontario this _____ day of _____, 20_____.

Registered Professional Engineer

The Owner acknowledges and agrees that the form of the Certificate of Completion of Works required under this paragraph may vary depending on the development's requirements.

7. Subsurface Drainage:

The Owner shall notify the Municipality, in writing, in the event that any existing sewer or drain is encountered during the progress of construction. The Owner shall have its Engineer investigate the matter and shall comply with the recommendations of the Owner's Engineer, as approved by the Municipality, with respect to the sewer or drain encountered. Such recommendations may include connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no expense to the Municipality. The Owner shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the site which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as requested by the Municipality and to the satisfaction of the Municipality at no expense to the Municipality.

8. Abandoned Private Drain Connections:

The Owner acknowledges that any abandoned existing private drain connections shown on Schedule "C" or encountered during construction are to be excavated at the property line and sealed to the satisfaction of the Municipality.

9. Abandoned Water Service Connections:

Existing water services (to be abandoned) shown on Schedule "C" are required to be cut and capped at the point of connection at the municipal watermain to the satisfaction of the Municipality.

10. Connection to Municipal Water System:

Connection to municipal water system is to be performed by a licensed municipal employee or witnessed by a licensed municipal employee in accordance with the Safe Drinking Water Act and Municipality of South Huron Water By-law. The Owner shall make arrangements with the Municipality a minimum of 24 hours prior to the works being performed.

11. Existing Private Drain Connections:

The Owner acknowledges that any existing private drain connections which are proposed for re-use are to be excavated at the street line and inspected and approved by the Municipality for such re-use.

12. Undertaking of Construction:

If no building permit is issued for the development within two (2) years of the date of the approval of the site plans and drawings pursuant to Section 41 of the Planning Act, (Ontario), as amended, or if a building permit is issued but, in the opinion of the Chief Building Official, the Owner does not seriously commence construction of the development or if any building permit issued for this development is revoked at any time, the Municipality in its sole discretion may revoke its approval of the plans and drawings and may terminate the agreement by giving notice in writing and by registering a notice that the approval is revoked and the agreement is terminated.

13. Work According to Plans:

As the Owner has entered into this agreement as a condition precedent to the approval by the Municipality of site plans and drawings dealing with the facilities, works and matters mentioned herein, the Owner shall submit from time to time one or more plans and drawings as may be required pertaining to any of these facilities, works and matters including but not restricted to any plans or drawings specifically mentioned herein. Such plans and drawings as and when approved by the Municipality, whether before or after the date upon which this agreement is entered into, shall be treated as forming part of this agreement in the same manner and to the same extent as if such plans and drawings had been approved and actually attached to this agreement at the time that it is entered into. In all matters not herein provided for, the Owner shall develop his land and shall use the same in accordance with the applicable Zoning By-Law of the Municipality, as amended. The provisions of this agreement and any approved site plan or drawing pertaining to a facility, work or matter shall be construed and applied as complementary to each other but in the event of any conflict, the plan

or drawing receiving the last approval shall govern. Without restricting the generality of this clause, the Owner shall develop his lands and shall construct works and maintain them in perpetuity in accordance with the approved site servicing plan, grading and drainage plan which is attached as Schedule "C".

14. Work at Owner's Risk:

All incidental matters including but not restricted to the removal and planting of trees; cutting, replacing and installing approaches; relocating utilities, pipes, poles, valves and equipment; resetting drains and manholes; and all other things required by this agreement or by the Municipality shall be carried out by the Owner at his own risk and expense. All work must be completed to the satisfaction of the Municipality and to the satisfaction of the owner of such utilities.

15. Completion of Work:

All work required under this agreement, including but not restricted to asphalt surfacing, fencing, establishment of landscaping and as constructed drawings, completion of services and any other work set out herein, shall be completed or delivered, as the case may be, within a period of nine (9) months from the date of substantial completion of construction of the development as determined by the Chief Building Official. All such work shall be performed to the satisfaction of the Chief Building Official of the Municipality.

16. Securities:

In order to ensure due performance of all work required under this agreement and to protect the Municipality in respect of its liability for holdback of costs under Section 17 of the Construction Lien Act (Ontario), as amended, for any work on municipal property, the Owner shall deposit with the Municipality prior to the issuance of a building permit and any commencement of works, an irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the total securities as set out in Schedule "F".

All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit shall contain the following clause: "It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable

for any additional period.” Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

16.1 Reduction of Securities:

Upon the completion of works the Owner may submit a written request to the Municipality for the release or reduction of the securities outlined in Schedule “F”. The written request is to include the works completed, amount requested and applicable documentation. The Municipality at its discretion may require the Municipal Engineer or other authorized agents to review the completed works prior to the release or reduction of securities. The amount released will be based on the completed works and any outstanding deficiencies and contingencies.

17. Development Charges:

The Owner shall pay all development charges applicable to the development in accordance with the By-laws of the Municipality of South Huron.

18. Municipality’s Right to Enter:

The Municipality or any of its officers, servants or agents may, from time to time, at all reasonable times and upon producing proper identification, enter upon the Owner’s lands and premises for the purposes of inspecting the facilities, works and matters to be provided and maintained under this agreement and for the purpose of providing or maintaining at the Owner’s expense any facility, work or matter in default of the Owner providing or maintaining the same where such default has continued for fifteen (15) days or more. The Municipality, its officers, servants and agents shall not be liable to the Owner or any occupant of the lands and premises for any losses or damages of any kind whatsoever arising in any way from entry for such purposes. In the event of an emergency, the Municipality’s right to enter under this provision shall not be limited to situations in which the default of the Owner has continued for more than fifteen (15) days.

19. Road Allowance Indemnity:

Except as otherwise expressly provided in this agreement, the right of the Owner to use and occupy any untravelled portions of road allowances shall, at all times, be at the will of the Municipality and the construction and maintenance of any and all curbs, pavements, plantings and other improvements or works thereon shall at all times be at the risk and expense of the Owner. The Owner shall indemnify and save harmless the Municipality and any of its officers, employees or servants from and against all actions, suits, claims, damages, demands, costs, including reasonable legal fees and disbursements, liabilities and any other claims which may be brought against or made upon the Municipality or any of its officers, employees or servants in consequence of the use and occupation of untraveled portions of road allowances by the Owner or the construction, maintenance or existence of curbs, pavements, plantings or other improvements of the Owner thereon. Any amounts owed by the Owner to the Municipality under this indemnity shall constitute a lien and charge upon the lands of the Owner and shall be collectible in like manner as municipal taxes. Without limiting the foregoing agreement to indemnify, the Municipality may, in case any such action, suit, claim or demand is brought or made against the Municipality or any of its officers, employees or servants, settle any such action, suit, claim or demand on such terms as the Municipality shall see fit, and the Owner shall thereupon forthwith pay to the Municipality the sum or sums so paid, together with such sum as shall represent the reasonable costs of the Municipality and its solicitor in defending or settling any such action, suit, claim or demand.

20. Insurance:

Prior to the issuance of any building permit and any commencement of work for the development, the Owner shall supply the Municipality with a certified copy of a comprehensive general liability insurance policy with limits in an amount and in a form acceptable to the Municipality. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. Such policy or policies shall be issued in the joint names of the Owner and the Municipality. The said insurance policy shall indemnify the Municipality from any loss arising from any claims for damages, injury or otherwise in connection with the work done by or on behalf of the Owner. Such insurance policy shall provide coverage for a period of at least one (1) year and shall continue until all the work required by the Owner under this Agreement is completed and, where applicable, assumed by the Municipality. The said insurance policy must also include a provision confirming that the insurance policy shall not be cancelled or materially amended without providing the Municipality with thirty (30) days' written notice of the insurer's intention to do so. The issuance of such a policy of insurance shall not be construed as relieving the

Owner from responsibility for other or larger claims, if any, for which he may be held responsible.

21. General Indemnity:

The Owner shall indemnify and save harmless the Municipality and any of its officers, employees or servants from and against all actions, suits, claims, damages, demands, costs, including reasonable legal fees and disbursements, liabilities and any other claims which may be brought against or made upon the Municipality or any of its officers, employees or servants sustained or incurred by the Municipality or any of its officers, employees or servants as a result of the Municipality entering into this agreement with the Owner. Any amounts owed by the Owner to the Municipality under this indemnity shall constitute a lien and charge upon the lands of the Owner and shall be collectible in like manner as municipal taxes. Without limiting the foregoing agreement to indemnify, the Municipality may, in case any such action, suit, claim or demand is brought or made against the Municipality or any of its officers, employees or servants, settle any such action, suit, claim or demand on such terms as the Municipality shall see fit, and the Owner shall thereupon forthwith pay to the Municipality the sum or sums so paid, together with such sum as shall represent the reasonable costs of the Municipality and its solicitor in defending or settling any such action, suit, claim or demand.

22. By-laws:

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all By-Laws of the Municipality. In the event of conflict between the provisions of this agreement and the provisions of any By-Law of the Municipality, the provisions of the By-Law prevail.

23. Subsequent Owners Bound:

Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings therein contained on the part of the Owner shall be conditions running with the land described in Schedule "A" hereto and shall be binding upon the Owner and their heirs, estate trustees, administrators, successors and assigns, as the case may be, and subsequent owners and occupiers of the said lands from time to time (and "Owner", wherever used in this agreement, is intended and shall be construed to include such subsequent owners and occupiers).

24. Separate Covenants:

All of the provisions of this agreement are and shall be construed and interpreted as covenants and agreements as though the words importing such covenants

and agreements were used in each separate clause hereof. Should any covenant or provision of this agreement be adjudged unlawful or unenforceable, such covenant or provision shall be considered separate, distinct and severable from this agreement and the covenants and provisions of this agreement shall not be affected and shall remain fully enforceable.

25. Enforcing Performance of Requirements:

In addition to any remedy authorized or permitted by this agreement or by law, the Municipality, upon giving fifteen (15) days notice or forthwith in cases of emergency, may, in default of any matter or thing required to be done by the Owner under this agreement, do such matter or thing at the expense of the Owner and if the Municipality has incurred any expense, it may recover the expense by action, by performance bond or other security or by adding the said expenses to the tax roll and recovering same in like manner as municipal taxes. No proceeding by the Municipality under this clause and no waiver under any provision of this agreement shall prejudice the rights of the Municipality in respect of any subsequent default or any matter or thing required to be done by the Owner under this agreement. The rights of the Municipality may be enforced by any remedy authorized or permitted by the Agreement or By-Law and no such remedy shall be exclusive or dependent on any other remedy.

26. Number and Gender:

Words importing the singular only shall include the plural; words importing the masculine only shall include the female and words importing a person shall include corporations.

27. Notices:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if delivered personally or sent by registered mail in the case of notice to the Municipality as follows:

Municipality of South Huron
P.O. Box 759
322 Main Street South
Exeter ON N0M 1S6

And in the case of notice to the Owners, as follows:

James Brown c/o Gerald David MacLean

Gregory M. Ward, Architect
264 Toll Gate Blvd.
Waterloo, ON N2L 4M2

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the third (3rd) business day following the sending thereof by registered mail.

28. Registration:

The Owner agrees that this document shall be registered against the title to the lands affected by it and that such registration shall be done by the Municipality. The cost of such registration and associated legal fees shall be the responsibility of the Owner.

The Owner further agrees that this agreement shall have priority over all mortgages that are registered against the property and the Owner hereby undertakes to deliver an agreement postponing those mortgages to this agreement and to register the same on title.

29. Costs:

Any costs incurred by the Municipality for the review, implementation and administration of this agreement (including engineering, administrative costs and legal fees) shall be borne by the Owner.

In Witness Whereof the Municipality and the Owner hereto have hereunto affixed their Corporate Seals duly attested by the hands of their proper officers in that behalf, the day and year first written above.

The Corporation of the Municipality of South Huron

Maureen Cole, Mayor

Genevieve Scharback, Clerk

We have authority to bind the Corporation.

Signed, Sealed and Delivered) James Brown c/o Gerald David MacLean
in the presence of)
)
)
)
) James Brown, Duly Authorized
) Officer/Agent
)
)

Schedule “A”

Legal Description

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Plan 376 Lots 804 & 805 and Plan 376 Lots 806 & 807, Exeter Ward, Municipality of South Huron.

Schedule “B”

Site Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Schedule “C”

Site Servicing, Grading and Storm Water/Drainage Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Schedule “D”

Landscape Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Schedule “E”

Lighting Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Schedule “F”

Security to be provided

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Security to be provided

Stormwater Management Design/ Storm Sewer Service	\$40,000.00
Sanitary Sewer Service	\$5,000.00
Water Service/ Fire Protection	\$10,000.00
Sidewalks	\$10,000.00
Entrance(s)	\$10,000.00
Roadways (Paving/ Curb/ Gutter)	\$80,000.00
Lighting	\$5,000.00
Landscaping	\$10,000.00
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Total Securities required:	\$170,000.00