

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

THIS AGREEMENT made this day of , 2022 .

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the "Town")

OF THE FIRST PART

AND:

CANDICE KING AND DONALD KING

(Hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as PT Block B S/S Queen St, Plan 228 St. Marys, Parts 1 & 4, 44R2881; S/T R95350, Town of St Marys, hereto being PIN 53252-0496 (LT) and includes any successor PINs of which the Lands form a part, all in the 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 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 utilities 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 Owner 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 erosion and sediment controls shall be provided for the site during construction to the satisfaction of the Town;
- h. 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";
- i. That all hydro cables be located underground on the Lands;
- j. That snow storage shall be on the property as shown on the drawings attached hereto as part of Schedule "A";
- k. 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;

- I. 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;
 - m. 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. Schedule "A" consists of the following drawing:
 - a. "C200 Site Plan" prepared by Grit Engineering Inc., dated November 12, 2021 and revised on December 20, 2021.
 - b. "L200 Tree Preservation Plan" prepared by Grit Engineering Inc., dated November 12, 2021, and revised on January 25, 2022.
 - c. "C300 Site Servicing, Grading, and Erosion and Sediment Control Plan" prepared by Grit Engineering Inc., dated November 12, 2021, and revised on December 20, 2021.
 - d. "C500 Notes and Details" prepared by Grit Engineering Inc., dated November 12, 2021 and revised on December 20, 2021.
3. Schedule "A", as described in paragraph 2 above and attached hereto shall form part of this Agreement.
4. The Owner shall enter into a separate agreement for electricity with Hydro One.
5. Entrances to buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the Owner.

6. The Owner shall be responsible for the cost of any signage and the installation of said signage required for this site.
7. 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 12 of this Agreement shall apply.
8. The Owner agrees that should any trees that have not already been identified for removal in the Tree Preservation Plan are removed for any reason, the Owner will be required to replant the trees on the Lands at a ratio of 3:1 or based on tree diameter size. If there is not sufficient area to replant, the Owner agrees to provide a cash-in-lieu payment to the Town for tree planting elsewhere within the Town of St. Marys boundaries. The 2022 cash-in-lieu payment per tree is \$60.00, this amount is subject to change based on market prices at time of removal.
9. The Owner agrees to install curbing along the driveway should curbing be installed on the adjacent roadway.
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. 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.
13. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) 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 engineer 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. The Owner intends to remove seventy-four (74) trees from the Lands. The Owner has opted to calculate the replacement tree rate based on the diameter of the trees being destroyed, said calculation identifies a replacement amount of 76 trees. The Owner proposes to plant fourteen (14) trees on the property

and provide a cash-in-lieu payment for sixty-two (62) trees. The Owner agrees to provide a cash-in-lieu payment for the replacement of trees in the amount of Three Thousand Seven Hundred and Twenty Dollars (\$3,720.00) at the time of application for a building permit.

14. 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:

CANDICE KING AND DONALD KING
417 WALMER ROAD
YORK, ON M5P 2X9

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

CANDICE KING AND DONALD KING

Per: _____
Owner : Candice King

Per: _____
Owner : Donald King

(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. 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

See attached for Drawings A, B, C, and D.

