

SITE PLAN AMENDING AGREEMENT

THIS AGREEMENT made (in triplicate) this 10th day of December, 2019.

BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE,
(hereinafter called the "Corporation"),

OF THE FIRST PART

-and-

2366146 ONTARIO LTD.
(hereinafter called the "Owner"),

OF THE SECOND PART

WHEREAS the Corporation has enacted a By-law designating the lands described in Schedule "A" hereto annexed, (hereinafter the "Subject Lands") as a Site Plan Control Area pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (hereinafter the "Act");

AND WHEREAS the Owner is the registered owner of the Subject Lands and has applied for Site Plan Approval pursuant to the Act which approval requires that the existing Site Plan Agreement between the Parties dated December 10th, 2013 (registered April 24, 2014 as instrument number CE607467) (hereinafter the "Existing Agreement") and the existing Site Plan Amending Agreement between the Parties dated February 20th, 2018 (registered May 8th, 2018 as instrument number CE828030) (hereinafter the "Existing Amending Agreement") be amended;

AND WHEREAS Council of the Corporation has approved the site plans submitted by the Developer subject to certain conditions in accordance with the provisions of the Act which approval is evidenced by the authorization and execution of this Agreement;

NOW THEREFORE in consideration of the premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. The Owner and the Corporation agree that the recitals above are true and that they form part of this agreement as though repeated hereafter.
2. The drawings listed in Schedule "B" to this Agreement are added to Schedule "B" of the Existing Agreement as additional Approved Drawings.
3. Notwithstanding Section 6 of the Existing Agreement, the Owner shall have one hundred and eighty (180) days of the date of the execution of this Agreement to complete all of the new works provided for in this Agreement. The said Section 6 shall apply in all other respects to the works provided for in this Agreement.
4. That section 13 on Schedule "C" of the Existing Agreement is hereby deleted and replaced with the following:

"13. Any hydrant situated within the road allowance is the property of the Corporation and shall be maintained by it. Hydrants located on private property shall be maintained by the Owner in accordance with the Corporation's By-law number 136-2009. Flow testing shall be paid for by the Owner in accordance with the Corporation's Development Standard Manual.
5. The following section is hereby added to Schedule "C" of the Existing Agreement:

"23. a) The Owner agrees to submit and obtain approval for an "Amending Site Plan Control Application" as it relates to the "Future Warehouse Building Area - 508.6 m²" noted on Sheet 1, titled "Site Plan" within Schedule B of the "Approved Drawings". The stormwater management report provided as part of the application for this amending site plan agreement included all proposed buildings and will require final approval from the Corporation and the Essex Region Conservation Authority.

6. For greater clarity, and without limiting the applicability of any portion of the Existing Agreement, the Owner acknowledges and agrees that Section 21 of Schedule "C" of the Existing Agreement shall apply in behalf of the works provided for in this Agreement and therefore a fresh security deposit in the amount of \$5,000.00 shall be deposited with the Corporation to be treated as set out in the said Section 21 of Schedule "C" of the Existing Agreement.
7. The fees, expenses and charges of the Corporation for the preparation of this Agreement shall be payable by the Owner to the Corporation upon demand.
8. This Agreement shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Owner from time to time of the Subject Lands. This Agreement may be amended at any time with the consent of the Corporation and the registered Owner of the Subject Lands at the time of such amendment.
9. If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. The Owner hereby consents to the registration of this Agreement on the title of the Subject Lands.
11. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
12. This Agreement shall enure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS THEREOF the said parties hereto have hereunto affixed their signatures and corporate seals attested to by the hands of their property officers, duly authorized in that behalf.

2366146 ONTARIO LTD.

per: _____
Debbie Tracey, Secretary and Treasurer
I have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
LAKESHORE**

per: _____
Tom Bain
Mayor

per: _____
Kristen Newman
Director of Legislative & Legal Services/
Clerk

We have authority to bind the Corporation.

SCHEDULE "A"
TO SITE PLAN AMENDING AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND 2366146 ONTARIO LTD.

LEGAL DESCRIPTION

LAND TITLES DIVISION OF ESSEX (12)

PART OF LOT 6, CONCESSION 1 EBR ROCHESTER,
PARTS 1 TO 4 12R14267;
S/T R013966; SUBJECT TO AN EASEMENT IN GROSS OVER
PT 1 12R24740 UNTIL 2032/07/21 AS IN CE479407;
TOWN OF LAKESHORE

PIN: 75028-0222 (LT)

**TO SITE PLAN AMENDING AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND 2366146 ONTARIO LTD.**

ADDITIONAL APPROVED DRAWINGS

Drawing No.	Title	Author	Date
Sheet 1	Site Plan	Baird AE Architecture & Engineering	11/15/2019
Sheet 2	Servicing and Grading Plan	Baird AE Architecture & Engineering	11/15/2019
Sheet 3	Details	Baird AE Architecture & Engineering	11/15/2019