

## SITE PLAN AMENDING AGREEMENT

**THIS AGREEMENT** made this            day of            , 2021.

**BETWEEN:**

**MUNICIPALITY OF LAKESHORE,**  
(hereinafter called the "Corporation"),

**-and-**

**MRK COMPANY INC. & BOSCHIN HOLDINGS LTD.**  
(hereinafter, collectively, called the "Owner"),

**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 September 16, 2020 and registered on December 22, 2020 as instrument number CE982495 (hereinafter the "Existing Agreement") be amended;

**AND WHEREAS** Council of the Corporation has approved the site plan (SPC-10-2020) 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 other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. The Parties warrant that the recitals hereto are true and agree that the same are incorporated into this agreement as though repeated herein.
2. The Owner agrees to provide and maintain, for the life of the development at the Owner's entire expense and to the Corporation's entire satisfaction, all buildings, sidewalks, driveways, parking facilities, buffering, landscaping, lighting, fencing, grading, drainage, stormwater management, road improvements, any necessary service connections, easements and other related items in accordance with drawings listed in Schedule "B" to this agreement ("Approved Drawings"). Lakeshore's design criteria are contained in its Development Manual, current as of the date first mentioned above (hereinafter referred to as the "Development Manual");
3. Without limiting the generality of the requirements set out in section 2, above, the Owner specifically agrees to satisfy each of the terms and conditions set forth in Schedule "C" to this agreement.
4. The Owner shall convey or dedicate, upon demand without cost and free of encumbrances, any and all easements, grants, conveyances and reserves as may be required by the Corporation, the applicable hydro authority, the applicable telecommunications, cable TV and internet service provider(s), any natural gas supplier and/or any other applicable utility provider in, through, over and under the Subject Lands and as may be required for drainage purposes, sewers, hydro, gas, watermains and telephone.
5. The fees, expenses and charges of the Corporation for the preparation and enforcement of this Agreement shall be payable by the Owner to the Corporation upon demand.
6. All works required herein, unless otherwise stated, shall be completed within one hundred and eighty (180) days of the date of execution of this Agreement, provided however, that the said completion date may be extended with the approval of the Corporation. The granting of an extension shall be in the sole discretion of the Corporation and will be conditional upon the recalculation of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement. In this paragraph recalculation means the addition of a simple interest charge based on the average annual rate of debentures issued by the Corporation in the one year period to the

terminal date being so extended.

7. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at the Owner's sole risk and expense to the satisfaction of the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended shall apply.

If any matter or thing required to be done by this Agreement is in default and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing be done at the expense of the Owner and the Corporation may recover the expense incurred in doing it through municipal taxes and the Owner hereby authorizes the Corporation to enter upon the said land to do such matters or things.

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, in writing only, 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 agrees to pay all municipal taxes pertaining to the Subject Lands in full at the execution of the Agreement.
11. The Owner hereby consents to the registration of this Agreement on the title of the Subject Lands.
12. This Agreement shall enure to the benefits of the parties hereto, their successors and assigns.
13. This Agreement may be executed in one or more counterparts, by electronic or digital signature, delivered by facsimile or electronic mail transmission, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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

**MRK COMPANY INC.**

per: \_\_\_\_\_

I have the authority to bind the Corporation.

**BOSCHIN HOLDINGS INC.**

per: \_\_\_\_\_

I have the authority to bind the Corporation.

**MUNICIPALITY 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 MUNICIPALITY OF LAKESHORE**  
**AND MRK COMPANY INC. AND BOSCHIN HOLDINGS LTD.**

**LEGAL DESCRIPTION**

LAND TITLES DIVISION OF ESSEX (12)

FIRSTLY: PART LOT 4 CONCESSION BTN RIVER PUCE & RIVER PECHE  
MAIDSTONE PT 1 12R17083; S/T EASE IN GROSS OVER PT 1 12R23478 AS IN  
CE353395, S/T EASE IN GROSS OVER PTS 1 TO 5 INCL. 12R23686; SECONDLY:  
PART LOT 4 CONCESSION BTN RIVER PUCE & RIVER PECHE MAIDSTONE PT 1  
12R18245; LAKESHORE

PIN: (LT) 75007-0401

**SCHEDULE “B”**  
**TO SITE PLAN AMENDING AGREEMENT BETWEEN THE MUNICIPALITY OF LAKESHORE**  
**AND MRK COMPANY INC. AND BOSCHIN HOLDINGS LTD.**

**APPROVED DRAWINGS**

<b>Drawing No.</b>	<b>Title</b>	<b>Author</b>	<b>Date</b>
A1.0	Overall Site Plan	Rosati Construction Inc.	October 27, 2020
C1.1	Site Servicing and Lot Grading Plan	Rosati Construction Inc.	July 24, 2020
C1.2	Site Details	Rosati Construction Inc.	May 29, 2020

**SCHEDULE "C"**  
**TO SITE PLAN AMENDING AGREEMENT BETWEEN THE MUNICIPALITY OF LAKESHORE**  
**AND MRK COMPANY INC. AND BOSCHIN HOLDINGS LTD.**

**TERMS AND CONDITIONS**

**Lot Grading Plan**

1. The Owner shall submit to the satisfaction of the Corporation's Chief Building Official, a lot grading plan covering the Subject Lands for the Chief Building Official's approval prior to the issuance of any building permits. Once approved, the Owner shall implement the said lot grading plan and shall ensure that the drainage of the Subject Lands does not adversely affect adjacent properties.

**Signs**

2. The Owner shall ensure that all signs proposed to be erected or placed on the Subject Lands are erected or placed in compliance with the Corporation's Sign By-law.

**On-Site Traffic Signage**

3. The Owner shall provide on-site traffic signage and pavement markings to the satisfaction of the Corporation.

**Dirt and Debris**

4. The Owner shall keep the public highways adjacent to the Subject Lands free from dirt and debris from the demolition and/or construction process.

**Repair of Highway**

5. Any curbs, gutters, pavements or landscaped areas on the public highway that are damaged during demolition and/or construction on the Subject Lands shall be restored by the Owner at the Owner's expense and to the satisfaction of the Corporation.

**Driveway Approaches and Parking Areas**

6. The Owner shall construct driveway approaches in such manner, widths and location as approved by the Corporation and/or the County of Essex. All vertical and painted signage related to parking spaces for persons with disabilities, shall be in conformance with Lakeshore Zoning By-law 2-2012, General Provisions-Section 6.41.2 d).
7. The Owner shall maintain all gravel area(s) with a dust control measure that utilizes Calcium Chloride.

**Driveway/Entrance Permits**

8. The Owner shall obtain an entrance permit for driveway approaches where necessary.

**Lighting**

9. The Owner shall provide and implement a lighting plan of all the parking area and buildings as shown on the Approved Drawings as approved by the Engineering Department. Lights used for the aforementioned illumination shall be full cut off and shall be arranged so as to divert the light away from adjacent properties.

**Parking**

10. The Owner shall provide adequate on-site parking in accordance with the

Corporation's Zoning By-law, as amended, and as shown on the Approved Drawings.

### **Landscaping**

11. The Owner shall install and maintain all landscaping features shown on the Approved Drawings and as approved by the Chief Building Official.

### **Fire Protection**

12. The Owner shall, if required by the Building Code, provide a water supply for fire fighting purposes in accordance with the Insurance Service Office Guidelines and Tables and to the satisfaction of the Corporation.

### **Hydrants**

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.

### **Storm Water Management**

14. The Owner shall provide a stormwater management report for internal drainage of the Subject Land to the satisfaction of the Corporation.
15. The Owner shall maintain (grade and keep groomed) the undeveloped portions of the Subject Lands.
16. In keeping with the requirements of the Ministry of the Environment, Conservation and Parks, in an effort to improve the quality of storm water runoff, the Owner shall equip all catch basins shown on the Approved Drawings with filter cloth inserts during the construction period.
17. That the Owner obtain a permit from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27.

### **Existing Watercourses and Natural Land Drainage**

18. The Owner shall not block, abandon or otherwise alter natural watercourses during the course of construction of this development unless approved by the Corporation. No natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

### **Drainage**

19. The Owner shall meet any drainage requirements that the Essex Region Conservation Authority may have with respect to development of the Subject Lands.

### **Building Permit**

20. The Owner covenants and agrees that it, or any person claiming title through or from it, or under its' or their authority, will not require or obtain, one or more Building Permits to construct buildings on the said lands, until the building permit complies with all application laws and in particular with the requirements of the Town's Official Plan, as amended and Zoning By-law 2-2012, as amended, its' site plan control by-law and the provisions of this agreement.

### **Development Charges**

21. The Owner shall pay to the Corporation on the issuance of a building permit, the

appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

### **As-Built Drawings**

22. The Owner agrees to ensure that the “as-built” site servicing and landscaping drawings for each property be forwarded in digital format, to be AutoCad compatible, to the Corporation.

### **Financial Security**

23. Upon execution of this agreement, the Owner shall provide cash or a certified cheque in the amount of \$5,000 as security for the performance of the Owner's obligations under this agreement. The Corporation may draw upon this security to complete any obligation imposed by this agreement that the Owner fails to complete. Once all of the works required by this agreement are completed to the satisfaction of the Corporation, any unused balance of the said \$5,000 shall be returned to the Owner, without interest, upon request.