

SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this day of _____, 20_____.

BETWEEN:

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

OF THE FIRST PART

-and-

XYZ DEVELOPMENTS INC.
(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 to Site Plan Approval pursuant to the Act;

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 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") and the Corporation's Development Manual as revised _____, 20____.
3. The Owner 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, Hydro One, Bell Canada and Union Gas 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 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.

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.

XYZ DEVELOPMENTS INC.

per: _____
President

I have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
LAKESHORE**

per: _____
Mayor

per: _____
Clerk

We have authority to bind the Corporation.

SCHEDULE "A"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND XYZ DEVELOPMENTS INC.

LEGAL DESCRIPTION

LAND TITLES DIVISION OF ESSEX (12)

SCHEDULE

SCHEDULE "B"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND XYZ DEVELOPMENTS INC.

APPROVED DRAWINGS

Drawing No.	Title	Author	Date

SCHEDULE

SCHEDULE "C"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND INC.

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. The owner shall ensure that the drainage of the Subject Lands shall not affect adjacent properties.

Signs

2. All signs proposed to be erected or placed on the Subject Lands shall comply 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 construction processes.

Repair of Highway

5. Any curbs, gutters, pavements or landscaped areas on the public highway that are damaged during demolition 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 the County of Essex.

Driveway/Access Permits

7. The Owner shall obtain an access permit for driveway approaches where necessary.

Lighting

8. The Owner shall provide 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 arranged so as to divert the light away from adjacent properties.

Parking

9. 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

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

Fire Protection

11. 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's Fire Chief and Chief Building Official.

Hydrants

12. Any hydrant situated within the road allowance is the property of the Town and shall be maintained by it. The Town shall maintain any Town-owned hydrants located on private property. Hydrants owned and paid for by any persons other than the Town and located on private property shall be maintained by such persons in accordance with the Town of Lakeshore By-law 136-2009.

Storm Water Management

13. The Owner shall provide a stormwater management report for internal drainage of the Subject Land to the satisfaction of the Engineering Department.
14. The Owner shall maintain (grade and keep groomed) the undeveloped portions of the Subject Lands.
15. In keeping with the requirements of the Ministry of Environment, 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.

Existing Watercourses and Natural Land Drainage

16. 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

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

As-Built Drawings

18. 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 Town of Lakeshore.

Development Charges

19. 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.

Financial Security

20. 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.