

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this 5th day of October, 2021 and referred to as "The Site Plan Agreement".

BETWEEN:

Sherri Lee Cobus

Hereinafter called the "Owner" of the first part,

- And -

THE CORPORATION OF THE TOWNSHIP OF HORTON

Hereinafter called the "Township" of the second part.

WHEREAS the Owner warrants that he is the owner in fee simple of the lands described in Schedule "A" attached hereto (hereinafter called the "Subject Lands") which are the lands affected by this Agreement;

AND WHEREAS Section 41 of The Planning Act, R.S.O. 1990, c.P. 14 as amended authorises municipalities to designate areas of site plan control and to subsequently enter into agreements with respect to the conditions of development of lands in areas of site plan control;

AND WHEREAS By-law 2006-15 of the Township designates the lands described in Schedule "A" attached hereto as being subject to site plan control and authorises the Council of the Township to enter into this agreement as a condition of development.

AND WHEREAS Schedules A and B attached hereto forms part of and shall be read together with this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of **ONE DOLLAR (\$1.00)** of lawful money of Canada and other valuable consideration now paid by the Township to the Owners (the receipt of which is hereby acknowledged) the Owner hereby covenants and agrees with the Township as follows:

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Erect" means to build, construct, reconstruct or relocate and shall include any preliminary physical operations such as cutting, grading, excavating, filling or draining or any altering of any existing building by an addition, extension or other structural change for the doing of any work for which a building permit is required under the Building By-law for the Municipality. The words "erected" and "erection" shall have a corresponding meaning.
2. The Owner agrees that the development and all matters specified in this Agreement for the lands described in Schedule A attached hereto shall be provided and maintained substantially in accordance with the site plan attached hereto as Schedule B, hereinafter called the "approved site plan".
3. The Owner further agrees that no development or works shall be undertaken other than in conformity with this Agreement. Any change in operations or requirements, or any development or works not expressly provided for under this agreement shall require an amendment to this Agreement or a new Agreement between the Owner and the Township.
4. The Owner covenants that the Tenant shall not commence any development on the subject lands until the Agreement has been registered on title against the subject lands and until all necessary permits and authorisations have been obtained by the Owner from the Township. It is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorisations including all other applicable agency permits and authorisations as aforesaid are obtained.
5. The Owner shall not call into question directly or indirectly at any proceeding in law or in equity, or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition contained therein.

6. The Owner hereby agrees that this Agreement shall be binding on the heirs and assigns of the Owner. The Owner further agrees that the same covenants as are set forth in this Agreement will be inserted in any subsequent conveyance of all or part of the land described in Schedule "A" attached hereto, with the intent that all subsequent purchasers of the said lands or part thereof shall be bound by the covenants herein contained.
7. The Owner agrees that this Agreement shall be registered on the title of the lands described in Schedule A at the expense of the Owner. The Owner further agrees that all legal and planning fees incurred by the Township in connection with the preparation and registration of this Agreement shall be paid by the Owners. Copies of such accounts for services shall be delivered by the Township to the owner forthwith. On receipt of such accounts, the Owner covenants and agrees that they shall pay forthwith to the Township the accounts as rendered.
8. The provision of this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. The Owner covenants and agrees to provide and maintain, at his sole expense, each and every facility, service, work or other matter illustrated or described on the schedules attached hereto or otherwise required by the terms of the Agreement, all to the satisfaction of the Township.

Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:

- (a) provide ingress and egress to the subject lands at and only at the points illustrated on the approved site plan;
 - (b) construct the buildings in accordance with the locations shown on the approved site plan;
 - (c) restrict parking for all vehicles on the subject lands to the parking areas shown on the approved site plan;
 - (d) ensure that all lighting facilities be of such intensity and in such location as in the opinion of the Township do not interfere with the normal use of surrounding properties or distract vehicle operators upon adjacent public roads
 - (e) construct the entrance and roadway areas shown on the approved site plan with a gravel or other stable surface treated to prevent the raising of dust or loose particles;
 - (f) to properly maintain the parking areas, roadways, loading areas, and entranceways;
 - (g) provide and maintain an exterior central refuse storage collection area, in the event such area is required. Such area shall be in the location approved by the Township, and screened in a manner approved by the Township;
 - (h) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved site grading and servicing plan annexed hereto as Schedule "C" and to ensure that all storm and surface water from the subject lands and from any buildings or structures thereon shall be properly disposed of. After the final grading is complete the Owner shall, when required, file with the Municipality at the Owner's expense, a plan or certificate prepared by an Engineer under seal, setting forth the final grades of the Subject Lands;
 - (i) ensure surface dust control for gravel surface parking areas;
 - (j) provide a choice of exterior colours of the finish of all future buildings as set out on Schedule "B" attached hereto to the Township's Planning Committee for approval prior to the Owners making application for a building permit.
10. If, in the opinion of the Township, the Owner has defaulted in the provision or maintenance of such matters, the Owner must rectify, to the satisfaction of the Township, all such matters as are in default within 60 days of mailing of a notification by the Township addressed to the Owner at her last known address or within a greater time if deemed reasonable by the Township.
 11. If, in the opinion of the Township, the Owner has not rectified all such matters as are in default after said stipulated time period, the Township may, at the expense of the Owner, enter upon the lands and do all such matters as are in default. Actual cost incurred by the Township in carrying out such matters plus twenty-five per cent (25%) of such cost as a charge for overhead shall be paid by the Owner to the Township within 30 days of mailing of an invoice by the Township addressed to the Owner at his last known address or such costs may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 427 of The Municipal Act, S.O. 2001 c. 25.

The Works shown on Schedule "B" annexed hereto shall be completed by December 31st, 2022.

12. The Owner agrees that the Township shall have the right to enter upon the subject lands in carrying out the site improvements set out herein as shown on Schedule "B" if the works are not completed by December 31st, 2022. The Owner further agrees that as a guarantee to the Township, that all expenses that are the responsibility of the owner and which are incurred by the Township in carrying out the requirements of this agreement will be met by the Owner.

NOTICES

14. Any notices required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail postage prepaid or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

(a) The Corporation of the Township of Horton
c/o CAO/Clerk
2253 Johnston Road, RR # 5
RENFREW, Ontario
K7V 3Z8

(b) Sherri Lee Cobus
353 Ferguson Road,
Renfrew, ON
K7V 3Z8

IN WITNESS WHEREOF, THE TOWNSHIP has hereunto affixed its Corporate seal, duly attested to by the hands of its proper signing officers duly authorised in that behalf. The Owner has hereunto affixed her hand and seal.

SIGNED, SEALED AND DELIVERED

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) _____
) Sherri Lee Cobus

)
) THE CORPORATION OF THE
) TOWNSHIP OF HORTON
)
)
) _____
) MAYOR David M. Bennett
)
)
) _____
) CAO/CLERK Hope Dillabough

SCHEDULE A

Described as Part of Lot 14 Concession 3, Township of Horton, County of Renfrew, and as more particularly described as Parts 9 and 10 on Plan 49R-12788 known as 43 B Garden of Eden Road.

SCHEDULE 'B'

Copy of actual site plan is inserted here