

SITE PLAN AGREEMENT

THIS AGREEMENT made this 4th day of July, 2016.

B E T W E E N:

Syncor Contracting Limited
(the "Owner")

- and -

The Corporation of the Town of Fort Frances
(the "Town")

WHEREAS:

- A. The Owner is the owner of the lands and premises (the "Lands") legally described as Pcl 151-1, Sec ALBTP; Lt 152 Town Plot Alberton; Pt Lt 151 Town Plot Alberton designated as Pt 1 & 2, 48R3781; Fort Frances (PIN 56018-0199), and Pcl 153-1, Sec ALBTP; Lt 153 Town Plot Alberton; Lt 154 Town Plot Alberton; Fort Frances (PIN 56018-0201), being all of the said parcels;
- B. The Owner wishes to construct, in and on part of the Lands, a new 5 unit residential townhouse complex (herein sometimes referred to as the "Development");
- C. By an application dated June 9, 2016, the Owner applied to the Municipality for site plan approval in respect of the Development;
- D. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 2 of this Agreement) in respect of such Development by the Owner of the Lands; and
- E. s. 41(10) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Act") permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Owner and the Municipality (collectively the "Parties", individually a "Party") hereto agree one with the other as follows:

- 1. Any schedules referenced in this Agreement as being attached shall be deemed to form part of this Agreement.
- 2. In this Agreement, "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 1** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision:
 - (a) the date of the Municipality's acceptance to such revision shall be deemed to be included in **Schedule 1**;
 - (b) **Schedule 1** shall be deemed to be amended to reflect such revision and the Municipality's acceptance thereof; and
 - (c) wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and/or otherwise of the Owner to construct and/or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (A) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings and/or to any and all changes to design, construction, and/or otherwise as may be shown and/or contemplated therein and thereby; and
 - (B) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable and/or required to be obtained from any and all authorities having jurisdiction.
3. The Owner:
- (a) covenants and agrees to develop the Lands and construct and build all buildings,

structures, works, service, facilities, and things, whether internal and/or external to the Lands (all such buildings, structures, works, services, facilities, and things, whether internal and/or external to the Lands, are collectively in this Agreement sometimes referred to as the "Works"), in strict compliance with the Plans and Drawings;

- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the development/construction of 1 new 5 unit residential townhouse complex. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;
- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, is mandatory;
- (f) covenants and agrees to perform and satisfy each of the conditions set out in this Agreement, including, without limitation, the conditions set out in **Schedule 2** attached hereto;
- (g) covenants and agrees that, unless otherwise determined by the Municipality's Chief Building Official (the "CBO"), neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct any buildings, structures, and/or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act, R.S.O. 1990, c. C.30. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and/or any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands or otherwise; and
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings, prior to the reduction and/or release of any Letter of Credit (as "Letter of Credit" is defined in paragraph 8 of this Agreement). The certificate, or certificates, shall be in a format acceptable to the Municipality.

- 4. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
- 5. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, and/or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that

may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and/or
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and/or maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Town in doing so, and draw on, and utilize, the Letter of Credit as the Municipality deems fit to ensure, require, and/or complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

6. The Owner:

- (a) covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands (namely, in, on, and along Municipality lands adjacent to the Lands), namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Development;
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - 1) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands; and
 - 2) concrete driveway approaches as shown on the Plans and Drawings;
 - (iii) hydro-electric power, gas, telephone, and other public utility requirements for the Development; and
 - (iv) any external Works referred to in **Schedule 2**;
- (b) acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Development proposed hereunder could not be accommodated without the existence of such Works;
- (c) covenants and agrees:
 - (i) to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner; and
 - (ii) that once all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement have been completed in accordance with the Plans and Drawings and all specifications of the Municipality and any other authority having jurisdiction, and in a good and workmanlike manner, it shall maintain such Works in such condition until this Agreement is amended or otherwise released from title;
- (d) guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Maintenance Period") of 2 years from the date of certification by the Municipality of substantial completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, and/or maintained to the satisfaction of the Municipality, and/or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and/or

- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and/or maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Town in doing so, and draw on, and utilize, the Letter of Credit as the Municipality deems fit to ensure, require, and/or complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

7. The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, a planning application and processing fee in the amount of \$962.00 plus HST.
8.
 - (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, a letters of credit (the "Letter of Credit") in the amount set out in **Schedule 3** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 4**.
 - (b) The Owner hereby acknowledges and agrees that should there be a deficiency in and/or failure to carry out any work, matter, and/or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, and/or thing, the Municipality may, without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding Work, matters, and/or things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
 - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Work, matter, and/or thing required to be done, observed, and/or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Work, matter, and/or thing remaining to be carried out, observed, and/or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, and/or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and/or thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Work, matter, and/or thing remaining to be carried out, observed, and/or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and/or otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the CBO in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
9. The Owner shall provide or cause to be provided to the Municipality, on or prior to the

execution of this Agreement:

- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all things and/or matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and/or subcontractor engaged to complete the Works and/or any matters to be done by and/or on behalf of the Owner and/or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by and/or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by and/or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.
10. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:
- Syncor Contracting Limited
840 Pole Line Road
Thunder Bay, Ontario
P7K 0T8
- Facsimile: 807.475.4314
- or such other address of which the Owner has notified the Municipality in writing.
- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:
- The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
- Attention: Clerk
- Facsimile: 807.274.8479
- or such other address of which the Municipality has notified the Owner in writing.
- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
11. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall

be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

12. The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Municipality (and any such documentation shall be in a form satisfactory to the Municipality) to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.
13. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act, 2001, S.O. 2001, c.25.
14. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body having jurisdiction.
15. If the Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies or other charges paid by the Owner pursuant to this Agreement.
16.
 - (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
 - (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
 - (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
 - (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
17. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
18. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or

otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.

15. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Development, and/or the Owner undertaking the Development.
16. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
17. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
18. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
19. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
20. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
21. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

Syncor Contracting Limited

per _____
Name: George David Greer
Title: Secretary-Treasurer

I have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Mayor

per _____
Clerk

We have authority to bind the Municipality

Schedule 1

Plans and Drawings

1. Site Plan

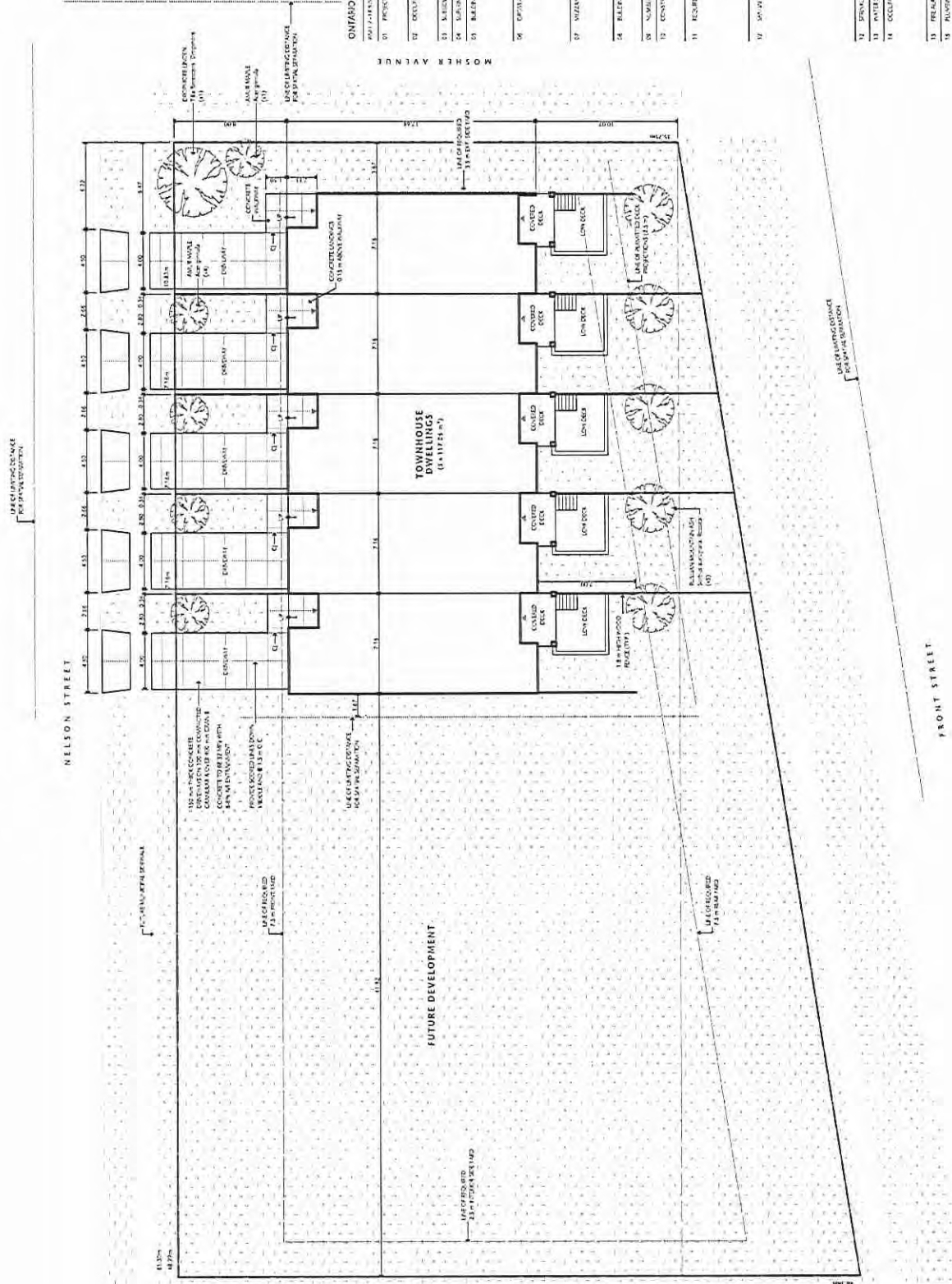
Drawing No. 01 dated May 18, 2016, Issue B1.

see next page

ONTARIO BUILDING CODE DATA MATRIX

[illegible]

**TOWNHOUSE
DEVELOPMENT
NELSON ST.
FORT PIERCE, FL**



Schedule 2

Conditions

1. The Owner warrants and represents to the Municipality that the Owner's development of the Lands in accordance with the Plans and Drawings is, subject to paragraph 2 of this Schedule 2, part of a phased development plan, and that the Owner anticipates further development within the next 5 years. The Owner acknowledges that each development phase shall be subject to the approval of the Municipality prior to the issuance of any building permit for any phase, and that any subsequent development shall require, without limitation, submission to the Municipality of fresh and further plans and drawings relating to such subsequent development, a further site plan agreement in respect thereof, and such other and further things as the Municipality may require therefor.
2. The Owner covenants and agrees (notwithstanding anything contained in this Agreement and notwithstanding that only the 1 new 5 unit Development is proceeding at this time, and it being contemplated that the next or further phase of the development by the Owner will entail the construction, in and on the Lands, of a second 5 unit townhouse complex), shall and is responsible for, at its sole cost and expense, to provide, construct, and complete, in a good and workmanlike manner, in accordance with the Plans and Drawings, and to the satisfaction of the Municipality a total of 10 water and sanitary sewer services (being 5 services for the purposes of the Development and a further 5 services for a further new 5 unit townhouse development) including, without limitation:
 - (a) provision and installation of all granular A material;
 - (b) do and perform all excavations, backfilling, compaction and remove all waste material;
 - (c) provision and installation of insulation to protect any and all services and related Works from freezing;
 - (d) provide and install concrete support blocks for each of the 10 services (for the curb stops);
 - (e) complete the installation of the ten 3/4 inch copper water service lines/pipes at and from the main to the 10 building locations (as shown on the Plans and Drawings) in and on the Lands;
 - (f) provide (other than three 4m PVC service pipe sections per sanitary sewer service line), install, and complete 4" PVC sanitary service pipe installations from the main to each of the 10 building locations (as shown on the Plans and Drawings) in and on the Lands.
3. The Owner further covenants and agrees as follows:
 - (a) to provide all signage, barricades, and otherwise (in accordance with OTM Book 7 and otherwise as required by all authorities having jurisdiction) for purposes of closure of that portion of Nelson Street as may be approved by the Municipality, and for such time or times and duration as may be approved by the Municipality;
 - (b) not to foul the highways leading to the Lands;
 - (c) not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps are constructed and installed to the Municipality's specifications;
 - (d) to construct with concrete all parking, loading and walkway areas on the Lands to the Municipality's specifications. Except as otherwise agreed to by the Municipality, no parking or loading shall be permitted on any part of the Lands unless all areas for which parking and loading are permitted are so constructed;
 - (e) to complete landscaping and planting on the Lands in accordance with the Plans and Drawings;
 - (f) to obtain written confirmation from the appropriate entities that all public utility requirements for the Development, including but not limited to telephone, telecommunications, cable television, hydro-electric power, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities;
 - (g) not to permit the Lands to drain otherwise than into a properly installed drainage system in accordance with the Plans and Drawings and to indemnify and save harmless the Municipality from any liability for excess run-off as a result of construction or development on the Lands;

- (h) to allow the Municipality and its agents, in perpetuity, access in and to the Lands and the Works to inspect roof drains, inlet control devices and storm water management facilities;
 - (i) to provide and ensure, during all times of work and/or construction, competent on-site supervision of all Works required to be done, on all public and private lands and construction to be undertaken in and on the Lands and/or external to the Lands;
 - (j) to ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and/or other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging and/or construction. The Owner shall be solely responsible for and pay all costs associated with any damage to any utility infrastructure and/or the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner and/or its agents, assigns, employees, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged, and/or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and/or draw on, and utilize, the Letter of Credit as the Municipality deems fit to pay for any and all costs, expenses, and damage, and/or costs of relocation, from the proceeds so drawn;
 - (k) to comply with all provisions of the Municipality's noise by-law;
 - (l) to permit the Municipality and/or its agents, assigns, employees, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged entry and access in and to the Lands and/or any part thereof as the Municipality may require for its purposes, including, without limitation, for the purposes of inspection and/or otherwise; and
 - (m) to file with and provide to the Municipality, forthwith upon completion of:
 - (i) any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set (dwg AutoCAD 2000 format), complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed and/or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) the Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates.
4. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all and/or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.
- The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.
5. (a) The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, water distribution and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating, and an occupancy permit

has been issued.

- (b) In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of paragraph 5(a) of this Schedule 2, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality.

Schedule 3

Letter of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement in the amount of

\$25,000.00

Schedule 4

Reduction or release of Letter of Credit

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities, things, and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) Engineer's certificate confirming the completion of all works, facilities, things, and matters;
 - (c) as-built drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts; and
 - (g) surveyor's certificate and real property report(s).
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 4, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by 90%.
3. Upon the satisfactory completion of the Maintenance Period noted in paragraph 6 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 4, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.