

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this day of 2021.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(Hereinafter called the 'Town')

-and-

RYAN JAKE LUNDY

(Hereinafter called the 'Owner')

WHEREAS the Owner represents that it is the registered Owner of the lands legally described as PIN 56017-0006; PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES, hereinafter referred to as 'the lands';

AND WHEREAS to facilitate the removal of a Holding Provision registered on title to the lands the Owner must enter into a Site Plan Control Agreement to permit the construction of a single family home on the lands, the construction of which shall comply with the Ontario Building Code, and with all the Town building and zoning by-law requirements;

AND WHEREAS Council of the Corporation of the Town of Fort Frances approved this agreement and authorized its execution by by-law 03/14-u on the 28th day of September, 2021:

AND WHEREAS the Town has agreed to permit the said development subject to the terms and conditions prescribed herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town, the receipt of which monies is hereby acknowledged; the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1. 'Chief Building Official' shall mean the Chief Building Official of the Corporation of the Town of Fort Frances or their designate.
- 1.2. 'Council' shall mean the Council of the Corporation of the Town of Fort Frances.
- 1.3. 'Lands' shall mean the lands as described in Schedule 'A' attached hereto.
- 1.4. 'Town' shall mean the Corporation of the Town of Fort Frances.

2. SEPTIC SYSTEMS

- 2.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, and construct such septic systems as may be required to service the Lands to the satisfaction of the Northwestern Health Unit.
- 2.2. All underground septic services must be approved and inspected by the Northwestern Health Unit, and all other relevant authorities having jurisdiction.
- 2.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace or remove any septic system located on the lands identified in Schedule 'A' attached hereto.
- 2.4. That where the septic system has not been maintained, the Chief Building Official for the Town of Fort Frances or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

3. WELL AND FUTURE WATER SERVICES

- 3.1. Prior to the issuance of a building permit, the Owner shall:
 - 3.1.1. Submit servicing plans for approval and at its own expense, to construct a well and such water distribution systems as may be required to service the Lands to the satisfaction of the Chief Building Official and the Northwestern Health Unit.
 - 3.1.2. Obtain a bacteriological analysis of drinking water from the Northwestern Health Unit indicating that there is no significant levels of bacterial contamination.

- 3.2. Any alteration or improvements to any existing well or water distribution system will be at the Owner's expense and subject to approval of the Chief Building Official and the Northwestern Health Unit.
- 3.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace or decommission any well or water distribution system located on the Lands.
- 3.4. Where the well or water distribution system has not been maintained, the Chief Building Official or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.
- 3.5. In the event that the Town of Fort Frances extends municipal water and sewer service to the Lands the Owner shall be required on a mandatory basis to connect to the same at the Owners own expense, and:
 - 3.5.1. All underground servicing must be approved by the Town of Fort Frances. Prior to connecting to the Town's existing water main system, the Owner agrees to, at its own expense, have all watermain swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Chief Building Inspector.

4. FIRE SERVICES LIMITED

- 4.1. The Owner acknowledges that no municipal fire hydrants are located in proximity to the Lands and therefore Town fire services at the Lands will be limited.
- 4.2. The Owner covenants and agrees to indemnify and save harmless the Town of Fort Frances, its fire department and their respective officers, employees, and servants and agents from and against all actions, claims, suits, and demands of any kind whatsoever resulting from or in any way arising out of or connected to Town fire services at the Lands, including those related to the absence of fire hydrants.

5. ROADS AND ENTRANCEWAYS

- 5.1. The final construction design of all access driveways and entranceways shall be at the expense of the Owner and must meet the requirements of all authorities having jurisdiction.

6. UTILITIES

- 6.1. The Owner covenants and agrees to obtain written confirmation from the appropriate authorities that hydro-electric power on the Lands have been satisfactorily arranged and installed, that services for the same will be provided without any expense, cost or obligation on the part of the Town of Fort Frances, and that all requisite documents and otherwise have been or will be provided to such authorities.
- 6.2. In the event that easement(s) are required to service the Lands, the Owner will provide the easement(s) to the utility company at no cost

7. PROXIMITY TO RAILWAY

- 7.1. The Owner acknowledges that the Lands are in close proximity to railway tracks. Railway activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to: noise; dust; light; odor; smoke; railcar traffic; vibration; operation of machinery; storage and utilization of chemicals; and, other environmental hazards.
- 7.2. The Owner covenants and agrees:
 - 7.2.1. To conduct, at its sole and absolute expense, a noise and vibration study if required by the Town of Fort Frances.
 - 7.2.2. To indemnify and save harmless the Town of Fort Frances, and their respective, employees, and servants and agents from and against all actions, claims, suits, and demands of any kind whatsoever resulting from or in any arising out of or connected to railway activities near or at the Lands.

8. NOISE ATTENUATION

- 8.1. The Owner agrees that all external air conditioners, ventilation systems, exhaust fans or other similar mechanical equipment shall be directed away from abutting properties or appropriately buffered so as to attenuate noise impact.
- 8.2. All construction on the Lands shall take place in accordance with Town of Fort Frances by-laws.

9. GARBAGE DISPOSAL & STORAGE

- 9.1. The Owner shall, at all times, provide adequate facilities for the collection and disposal of garbage, sanitary refuse and waste in accordance with Provincial legislation and Town by-laws, and in the event of its failing so to do, the Town

or its agents shall have the right to enter upon the lands and, at the expense of the Owner, undertake the collection and disposal and recover the costs thereof by action or in like manner as municipal taxes.

- 9.2. The storage, collection and disposal of refuse, garbage and waste at the Lands shall be so conducted as to create no health hazards, rodent harbourage, insect breeding areas, accident, fire hazards or pollution. This responsibility will rest entirely on the Owner.

10. GENERAL

- 10.1. The Owner agrees that during the construction of development of the Lands, the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris. The Owner shall keep all roads clear of obstruction and storage of construction materials.
- 10.2. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained, and this agreement may be pleaded as an estoppel against the Owner in any such proceedings. Each of the terms of this agreement is independent of the other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.
- 10.3. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the municipality, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the Municipal Act, R.S.O. 2001.
- 10.4. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to this agreement.
- 10.5. In the event that easement(s) are required to service the Lands, the Owner will provide the easement(s) to the utility company at no cost.
- 10.6. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.

- 10.7. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, hydro, telephone and cable utilities.
- 10.8. The Owner shall be subject to all by-laws of the Town and shall abide by them.
- 10.9. This Agreement may be executed in several counterparts, including via facsimile, each of which shall be deemed an original for all purposes, including judicial proof of the terms hereof, and all of which together shall constitute and be deemed one and the same agreement.
- 10.10. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 10.11. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands.

11. NOTICE

- 11.1. Any notice given hereunder to the Town of Fort Frances shall be sufficiently given and addressed to:

THE CORPORATION OF THE TOWN OF FORT FRANCES
320 PORTAGE AVENUE
FORT FRANCES, ON
P9A 3P9

- 11.2. Any notice given hereunder to the Owner shall be sufficiently given and addressed to:

MR. RYAN JAKE LUNDY
905 PHAIR AVENUE
FORT FRANCES, ON
P9A 2M6

[SIGNATURES TO FOLLOW]

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



Witness

RYAN JAKE LUNDY

**The Corporation of the Town of Fort
Frances**

per: _____ (Seal)
Name: J. Caul
Title: Mayor

per: _____ (Seal)
Name: L. Slomke
Title: Town Clerk

We have authority to bind the
Municipality

SCHEDULE A
PARCEL REGISTER IDENTIFYING LANDS