

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021.

B E T W E E N:

2670568 Ontario Limited.
(the "Owner")

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that it is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to demolish, among other things, certain buildings, structures, works, services, and facilities relating to a non-operational former kraft mill, a non-operational former pulp and paper mill, and a biomass boiler on the Lands (herein sometimes referred to as the "Demolition" or "Proposed Demolition");
- C. By an application dated November 2, 2020, the Owner applied to the Municipality for site plan control approval in respect of the Proposed Demolition (the "Application"). The Application describes the Demolition, and the Works, services, facilities and/or matters and things proposed to be done/and or caused to be done by the Owner within the Municipality in furtherance of its general terms;
- D. In furtherance of the Application, the Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) in respect of such Proposed Demolition by the Owner of the Lands;
- E. In consequence and after consideration of the Application, Council of the Municipality provided approval of the Application in respect of the Proposed Demolition by By-Law _____ subject to certain conditions;
- F. Section. 41(10) of the *Planning Act* permits the registration of site plan agreements against the Lands;
- G. This is an agreement that will be registered against title to the Lands; and
- H. It is understood by and between the Owner and the Municipality (collectively, the "Parties") that the covenants and commitments set out in the Agreement shall remain in full force and affect regardless of the applicability of the *Planning Act* to the Demolition.

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

PART 1 General

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as a pulp and paper mill, and kraft mill and a biomass boiler more particularly described in **Schedule 1** attached hereto (the "Lands").

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor's Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;

- (e) **Schedule 5** being a description of the Security Lands;
- (f) **Schedule 6** being the Escrow Agreement; and
- (g) **Schedule 7** being the information for return of the Security to the Owner

Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Act" means the Construction Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Excluded Works" means those buildings not to be demolished on the Lands as shown on Schedule 4;
- (d) "Information" means any and all information received by the Municipality from the Owner and/or the employees, representatives, contractors, agents and/or otherwise of the Owner in relation to the Demolition, including without limitation, the Plans and Drawings, specifications, reports, tests, the Application and/or otherwise.
- (e) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (f) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (g) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (h) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** 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 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 otherwise of the Owner to demolish 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:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, demolition, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) 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 or required to be obtained from any and all authorities having jurisdiction.
- (i) "Record Drawings" means original site drawings modified to show any significant changes in the work made during construction or demolition and which are usually based on drawings marked up in the field and other data furnished by the contractor and shall include UTM coordinates for any infrastructure.
- (j) "Security" means any and all, real property, letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (k) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (whether internal or external to the Lands) referred to or required by or under this Agreement including all applicable plans and drawings submitted with demolition permit(s) but excepting the Excluded Works.

4. The Owner:

- (a) covenants and agrees to demolish, and remove all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;

- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges and agrees that the Municipality relies at all times on the Owner and the Owner's Information is complete to the extent the same is known and in possession of the Owner (The Owner shall use all reasonable efforts to make sure that it's Information is complete and up to date) and in compliance with the requirements of all authorities having jurisdiction, and that receipt, acceptance, review, and/or otherwise by the Municipality and/or its officers, employees, representatives, contractors, agents and/or otherwise, of the Plans and Drawings and other documentation or Information:
 - (i) does not remove the obligation, and/or responsibility at all times on the part of the Owner as set out in paragraphs 4(a), 4(b), and otherwise in this Agreement; and
 - (ii) Does not mean nor shall it be taken to mean, that the Municipality has in any way confirmed such completeness and/or compliance, or that the Municipality approves or has approved of the Information in doing so or thereof. On the Contrary, 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 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 Information, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

5. Deviation.

- (a) The Owner acknowledges and agrees that the Application was made on the basis of a proposal for demolition only, and it is understood that the provisions of this Agreement shall govern. The Owner further covenants and agrees that no deviations or changes shall be made to the Plans and Drawings and that no demolition 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 demolition, building, zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

6. Conformity/Compliance with Agreement and all Applicable Laws

The Owner:

- (a) 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, including the Schedules attached herewith, which includes without limitation the Plans and Drawings) and such other agencies or approval authorities as may be applicable;

The Owner, for itself and on behalf of its employees, agents, consultants, contractors, and or representatives covenants and agrees to complete the Demolition in compliance with the provisions of all applicable federal, provincial, and municipal laws, rules, orders and regulations, including without limitation all environmental and other occupational health and safety laws and regulations applicable. The Owner shall obtain all required approvals and permits for and/or in respect of the Proposed Demolition and/or the Works and shall provide the Municipality with a copy of the same within a reasonable time after request therefor by the Municipality.

The Owner shall comply with the provisions of any applicable federal, provincial or municipal laws concerning the environment. The Owner shall be responsible for any Environmental Contamination (as Environmental Contamination is defined in this paragraph 6 of this agreement) created or caused by and/or as a result of the Proposed Demolition and shall indemnify and save harmless the Municipality from and against any and all actions, causes of actions, demands, claims, injury and losses with respect thereof. The Owner shall immediately take all measures and steps, based upon applicable safety and regulatory requirements to keep the Lands in an environmentally clean state and clear of all Environmental Contamination resulting from the Proposed Demolition. Further, the Owner shall be solely responsible for the cost of all works and things carried out or necessary to be carried out to correct any Environmental Contamination with occurs on other lands as a result of the Proposed Demolition. If requested by the Municipality, the Owner shall obtain, at the Owner's

expense, a report from an independent consultant approved by the Municipality verifying the removal of any Environmental Contamination which occurs and/or has been deposited and/or spilled in, under or upon the Owner's Lands or any other affected lands, or if that is not the case, reporting the extent and nature of failure to comply with the provisions of this paragraph. If the Owner fails to remediate or correct any Environmental Contamination for which it is responsible to the satisfaction of the Municipality, acting reasonably, or any public authority having jurisdiction, the Municipality may undertake the corrective measures necessary in its sole discretion, and charge the Owner for the costs incurred by the Municipality plus applicable overhead rates and charges. Upon termination of this Agreement, the Owner shall leave the Lands and/or any other lands affected free of any Environmental Contamination created or caused as a result of the Proposed Demolition. The Owner's obligation under this paragraph shall survive any termination of this Agreement and/or the Proposed Demolition.

"Environmental Contamination" means the release, deposit, spill, in violation of or beyond the limits established by applicable law or any contaminants or contamination residue which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (i) Radioactive, explosive, poisonous, corrosive, flammable or toxic substances;
 - (ii) Any substances that, if added to any water, would degrade or later the quality of the water to the extent that it is detrimental to its use by man or by animal, fish or plant;
 - (iii) Any solid, liquid, gas, or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety or welfare of persons or the health of animal life or causes damage to plant life or to property; and
 - (iv) Substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any authority having jurisdiction.
- (b) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
 - (c) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the *Planning Act* or any other similar legislation;
 - (d) 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, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been demolished in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (e) covenants and agrees that the Municipality shall be entitled, in its sole and unfettered discretion if reasonably required by the Municipality and at the reasonable sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Lands and Works; and
- (f) Covenants and agrees to maintain the Lands and Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is released from title to the Lands.

PART II
TERMS AND CONDITIONS

7. Compliance with Building Code and Authorities Having Jurisdiction

The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof (and which includes without limitations any building(s) erected therein and thereon) to ensure that the Demolition as well as any Works required to be provided, demolished, or removed by the Owner comply with this Agreement.

8. The Owner covenants and agrees as follows:

(a) Highways

Not to foul the highways leading to the Lands and to provide on all demolition accesses leading to the Lands, a method to prevent mud or dust from fouling any roads as per submitted dust control plan.

(b) Approach Ramps and Driveways

Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality without written permission from the Municipality and unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.

(c) Fire Matters and Emergency Services

(i) To provide fire access route signs, emergency access route plans and fire suppression plans for all stages of the Demolition and to locate such number of fire hydrants and size of water mains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.

(ii) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services during all phases of demolition.

(iii) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services during all phases of the Demolition.

(d) Landscaping and Planting

To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.

(e) Garbage

(i) To remove from the Lands and Works any refuse, junk, debris or other material temporarily deposited thereon or therein at their sole and absolute expense. If the Owner fails to remove the aforesaid material within a period of 90 days from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses, from any Security pursuant to section 13 of this Agreement.

(ii) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands external to the Lands, and that any such refuse, junk, debris, or other material will be removed at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter any lands, school lands, or park lands external to the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security pursuant to Section 13 of this Agreement.

(iii) To design, prior to the Demolition, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following completion of the Proposed Demolition to the satisfaction of the Municipality.

(iv) To provide recycling and garbage areas sufficient to contain the required number of containers and materials.

(f) Easements and/or Land

That the Municipality may at its sole and absolute discretion require the Owner to convey to the Municipality at the Owner's sole and absolute expense certain easements or land required by the Municipality for the demolition, maintenance and improvement of watercourses, ditches and land drainage works, sewage facilities and other public utilities ("Drainage Works and Facilities").

(g) Utilities

To obtain written confirmation from the appropriate Persons, authorities or organizations that all utilities for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been terminated, that future installation for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite permits and related documentation providing authority for the same have been or will be provided to such Persons.

(i) Where the construction or installation of any of the above-mentioned utilities or services is required, the owner covenants and agrees to provide, construct and install the above-noted services, to the standards and specifications required by the Municipality under the direction and supervision of the Operations and Facilities Division and to the satisfaction of and at no cost to the Municipality. The Owner guarantees the workmanship and materials for the construction and installation of such external works, services, and facilities and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion. The Owner covenants and agrees that it will comply and properly repair all defects in such external works, services, or facilities to the complete satisfaction of the Municipality.

(h) Sediment and Erosion Control

To implement on-site sediment and erosion control measures on the Lands, to monitor the same, and to maintain compliance with said plan to the satisfaction of the Municipality at all times. The Owner further agrees to allow the Municipality, its employees and agents unfettered, access to the Lands at all times to inspect, inlet control devices, site grading, storm water management and water and sewer management facilities.

(i) Snow Removal

To provide regular removal of snow from the Lands and the parking lots thereon and to ensure that no snow is stockpiled in landscaping areas.

(j) Environmental Matters

To provide confirmation from a Qualified Person ESA (O.Reg. 153/04) that the Owner has undertaken the recommendations of the Remedial Action Plan and Opinion of Probable Costs originally prepared by MTE Consultants on December 13, 2018. Owner to provide to Municipality a copy of the bond posted by the Owner to Resolute FP Canada Inc. which ensures all environmental work will be completed on the Lands.

(k) Record Information

(i) To file with and provide to the Municipality forthwith upon the removal demolition and/or completion of construction of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of Record Drawings for all such services, works, and facilities as removed or demolished whether internal or external to the Lands;

- (l) Site Grading:
 - (i) To ensure that the state of the property once the demolition is completed is such that it has positive drainage with no standing or ponding runoff water that will impact abutting properties or drain towards Rainy River.
- (m) Works external to the Lands
 - (i) The Owner covenants and agrees to provide, arrange for, demolish, remove, reinstate and pay for the following Works external to the Lands, namely:
 - (A) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, municipal infrastructure, facilities, and otherwise, dug up or damaged during or as a result of the demolition or execution of the Proposed Demolition (if applicable) which may include, but not limited to, any work to the International Bridge; and
 - (ii) To provide, arrange for, demolish and remove at its sole and absolute expense any and all Works shown on or referenced in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Demolition.
- (n) Blasting

Any blasting conducted in or on the Lands by the Owner must be done in compliance with the provisions of all applicable federal, provincial, and municipal laws, rules, orders and regulations.
- (o) General Provisions
 - (i) To provide, at all times throughout the course of the Demolition, competent on-site supervision;
 - (ii) To erect proper gates, signs, and protections surrounding any demolition or construction activities on the Lands and Works and to maintain the same until final completion of the Demolition;
 - (iii) To verify the location of all existing utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities) before commencing any digging or demolition, whether such utility infrastructure is internal or external to the Lands;
 - (iv) To be solely responsible for all costs and expenses associated with:
 - (A) any damage caused by the Owner to any utility infrastructure;
 - (B) the relocation and/or removal of any and all utilities as may be required during the Demolition; and,
 - (C) The Municipality may, in its sole and absolute discretion require the Owner to relocate any utility infrastructure internal or external to the Lands if reasonably required due to the Work.

Should the owner fail to comply with this clause m(iv) of the Agreement, the Municipality shall without limitation and without prejudice to any and all other remedies that may be available to it, be entitled on 30 days 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

- (B) do or cause to be done whatever the Municipality deems necessary to ensure compliance with this clause (including, without limitation, the right to repair damage to the utility infrastructure or relocate and/or remove utilities)

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) (to a maximum of \$7,500.00) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit subject to paragraph 13 of this Agreement to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn

- (v) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the demolition, removal or provision of the Works or otherwise required under this Agreement.
- (vi) To comply with all provisions of the Municipality's noise by-law.
- (vii) To provide the opportunity for ongoing and/or final site inspection, monitoring, and testing of the Lands and Works (including, without limitation, prior to and during demolition and material delivery, testing, or compaction) as required by the Municipality, its officers, employees agents, contractors and/or other representatives.
- (viii) To demolish, and remove all Works, whether internal to the Lands or external to the Lands:
 - (A) at its sole and absolute expense;
 - (B) in strict compliance with the Plans and Drawings;
 - (C) to the satisfaction of all authorities having jurisdiction;
 - (D) in accordance with municipal laws;
 - (E) in a good and workmanlike manner;
 - (F) in accordance with the terms of this Agreement.

9. Default

In the event of any Default by the Owner under the Terms of this agreement, the Municipality shall, without limitation and without prejudice to any other remedies that may be available to it, be entitled, on 30 business days 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
- (ii) if such Default is not cured to 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 remove, demolish and maintain any and all such Works);

at the sole cost and expense of the Owner, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) incurred by the Municipality in doing so, and to draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred subject to and pursuant to section 13 of this Agreement.

10. Accuracy of Plans and Drawings

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 demolition or 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 or comply with the provisions of the demolition or 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.

11. Owner unaware of conditions that could interfere with Use of Lands

The Owner acknowledges and confirms that, to the best of its knowledge and belief, there are no conditions known to them relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) that after the remediation of the Lands which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.

PART III

Financial Conditions, Security, and Insurance

12. Processing and Approval Fees

The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all external costs to the Municipality of and/or incurred by the Municipality with regard to the Application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands including, without limitation, all legal/lawyers' fees and disbursements (to a maximum of \$7,500.00), Municipality's engineers/engineering fees and disbursements (if reasonably required by the Municipality), material, HST as applicable, and any other costs and charges in any way related to the Application or this Agreement;
- (b) not be in default of the agreement entered between the Town of Fort Frances and 2670568 Ontario Ltd. with regard to a tax and interest payment plan; and
- (c) pay to the Municipality its demolition permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. Security

- (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to provide to the solicitor for the Municipality signed Acknowledgement and Directions (the "A&Ds") which would permit the Municipality to transfer lands of the Owner (the "Secured Lands") as described in Schedule 5 to this Agreement upon Default by the Owner. The A&D shall be held in escrow by the solicitor for the Municipality (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") in a form attached to this Agreement as Schedule 6.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out the Demolition, any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 business days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 business days shall be deemed sufficient) with a direction to carry out such work, matter, or thing (the "Default"), the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation and without further notice to the Owner instruct the Escrow Agent to register the A&Ds (subject to paragraph 13(e) of this Agreement) and to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses to cure such Default and charge the Owner for the costs incurred by the Municipality plus applicable overhead rates and charges.

- (c) If the Default is such that the Municipality requires a contractor as reasonably required to complete the Work that is the subject matter of the Default then the contractor shall supply a quote (the "Default Quote") which shall also be provided to the Owner. The Municipality may otherwise undertake the corrective measures necessary to cure the Default without authorization from the Owner and at its sole and absolute discretion provided the Municipality has adhered to the notice provisions in clause 13(b) to this Agreement.
- (d) The parties agree that the value of the Secured Lands as of the date of the Default shall be determined by an independent third party appraiser (the "Appraisal") with the cost of the appraiser divided equally between the Owner and the Municipality. The Owner and the Municipality shall jointly select the appraiser.
- (e) The Municipality shall inform the Escrow Agent to register those A&Ds against that part of the Secured Lands to the extent that the Appraisal of the Secured Lands is approximately equal to the Default Quote plus all other costs the Municipality is permitted to recover pursuant to this Agreement (collectively the "Default Cost").
- (f) The Municipality agrees that upon completion of the Works pursuant to this Agreement and Schedule 7 to this Agreement, the Municipality shall instruct the Escrow Agent to return the A&Ds to the Owner.

14. Insurance

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 the Demolition and any and all Works, things, and 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 the completion of the Demolition and all things and matters to be done by or on behalf of the Owner under this Agreement. 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 subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner 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 or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by 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.

PART IV
ADMINISTRATION

15. Notice

If any notice is required to be given by the Municipality to the Owner with respect to this Agreement it shall be in writing and shall be effectively given if (a) delivered personally, (b) sent by prepared courier service or mail, or (c) sent by facsimile transmission, in the case of the Owner, if addressed to it as follows:

[INSERT OWNERS ADDRESS FOR NOTICE HERE]

or such other address of which the Municipality has notified the Owner in writing

and in the case of notice to the Municipality, if addressed as follows:

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.

And in all cases so delivered personally or by courier, mail or sent by facsimile transmission. Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or sent via facsimile, or on the third day following the sending thereof by courier or by mail. The Owner and the Municipality may change its address for notice by written correspondence sent in accordance with the terms of this clause 15 to the Agreement.

16. Registration of the Agreement

The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. 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 the application and this Agreement.

17. Postponement and Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure 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, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.

18. Enforcement

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.

19. Other Applicable Laws

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 regulations established by any other authority having jurisdiction.

20. Interpretation of Agreement and Definitions

- (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 Demolition 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 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 demolition 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.

21. Assignment or Transfer

Neither this Agreement nor any interest therein nor shall 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.

22. Joint and Several

If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.

23. Indemnification

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 Demolition, or the Owner undertaking the Demolition.

24. Further Documents or Things

The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.

25. Waiver

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.

26. Extension of Time

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.

27. No Challenge to Agreement

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.

28. Freedom of Information Act

The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.

29. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Owner and the Municipality with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, if any between the Owner and the Municipality thereto.
- (b) The Demolition is large and multi-faceted. This Agreement may be amended by the Parties from time to time as they may agree should both Parties feel the need so requires.
- (c) If the Owner decides to add any further buildings to the demolition, such as the biomass plant (the "Biomass Plant"), then it shall submit such plans to the Municipality for approval prior to demolition.

30. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

31. Counterpart

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.

32. Successors and Assigns

This Agreement and everything herein contained shall ensure 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.

per _____
Name: _____
Title: _____

per _____
Name: _____
Title: _____

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

PIN	56018 - 2307	LT	Interest/Estate	Fee Simple
Description	<p>FIRSTLY; PART UNDESIGNATED LANDS MCIRVINE PARTS 11 AND 12, 48R4583, PART OF UNDESIGNATED LAND AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 14, 48R4583, AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 15, 48R4583; SUBJECT TO EASEMENT OVER PART 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 AS IN RD9885; SUBJECT TO AN EASEMENT IN FAVOUR OF PART BLK 1 PL SM149 MCIRVINE; PARTS 17, 18 AND 20, PLAN 48R4140 AS IN RD37959; SUBJECT TO AN EASEMENT AS IN RD37960 SECONDLY; BLK 2 PL SM149 MCIRVINE EXCEPT PART 1, 48R982, PART 1, 2 & 3, 48R4138 & PART 1 48R4601; PART LOTS 5 & 6, BLK 8 PL M74 EXCEPT PART 1 48R4601 MCIRVINE; PART FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PART 1, 48R2964; PART UNDESIGNATED LANDS MCIRVINE PARTS 4, 5 & 6, 48R3453; T/W PART 1, RR144 AS IN SLT78451; T/W PARTS 2 & 3, 48R3287 AS IN A57698; S/T A26494, A59117; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PARTS 1 & 2, 48R4169 AS IN RD9877; S/T EASEMENT OVER PARTS 4, 5 & 6, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PARTS 5, 7 & 8, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 1 & 2, 48R4167 IN FAVOUR OF PART BLK 2 PL 149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PART 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES; TOGETHER WITH AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PARTS 5,7,8 48R4138 AS IN RD31748; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 ON 48R4140 IN FAVOUR OF BLOCK 1 PLAN SM149 AS IN RD31749; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT ALBERTON PART 1, 48R2986 CLOSED BY BYLAW 35 REGISTERED AS A57368 AS IN RD37960; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 1, 2 AND 3, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, DESIGNATED AS PARTS 5, 6, 7, 8 AND 9, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; SUBJECT TO AN EASEMENT IN GROSS OVER FIRSTLY; PART FRONT STREET CLOSED BY BY-LAW NO. 54/89, A47536 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00 AND 59/00A , A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOT ALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27, PLAN 48R4583 AS IN RD37963</p>			

PIN	56018 - 2295	LT	Interest/Estate	Fee Simple
Description	<p>LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PART 6 48R1559; LOTS 95-114 TOWN PLOT ALBERTON EXCEPT PART 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PART LOTS I & L TOWN PLOT ALBERTON PART 2 48R832; EXCEPT PART 1 48R3292; PART LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PART 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1568, FF532; PARTS 1-9 48R3451 CLOSED BY BYLAW AS IN A57368; PART FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 56.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PART 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PART OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PART 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, PART 31, 48R4583 AND PARTS 11-14, 48R4140; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PART 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 4 & 5, 48R4167 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PARTS 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; TOGETHER WITH AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PART FRONT ST TOWN PLOT ALBERTON, PART BLK X, PART WATER LT Z, PART WATER POWER PCL 3 & PART LOC FD306 BEING PARTS 1,2,3,4 48R4516 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE & PART BLK 2 SM149 MCIRVINE PARTS 1 & 2 48R4138 AS IN RD33040; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT ALBERTON PART 1, 48R2986 CLOSED BY BYLAW 35 REGISTERED AS A57368 AS IN RD37960; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 1, 2 AND 3, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, DESIGNATED AS PARTS 5, 6, 7, 8 AND 9, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER FIRSTLY; PART FRONT STREET CLOSED BY BY-LAW NO. 54/89, A47536 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00 AND 59/00A , A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PART PCL I-2 SEC ALBTP; PART OF LOTS J AND K, TOWN PLOT OF ALBERTON, PART 29, PLAN 48R4583 AS IN RD37965; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN SM149 MCIRVINE, PARTS 2, 5,6 AND 8, PLAN 48R4168, AND PARTS 36 AND 37, PLAN 48R4583 AS IN RD37957; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN SM149 MCIRVINE, PARTS 33 AND 36 ON PLAN 48R4583 AS IN RD37958; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOTALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27,PLAN 48R4583 AS IN RD37963; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOTALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27,PLAN 48R4583 AS IN RD37963; SUBJECT TO AN EASEMENT OVER PART 30, PLAN 48R4583 AS IN RD37966; TOWN OF FORT FRANCES</p>			

Schedule 2

Solicitor's Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the "Municipality")

I, _____, a Solicitor of Ontario, do hereby certify that _____ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as _____

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2021.

Solicitor for the Owner

Schedule 3

Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements (with items 1(b) and 1(d) to maximum of \$7,500.00;
 - (e) Municipality engineer / engineering fees and disbursements (if applicable and only if reasonably required by municipality);
 - (f) All Land title fees and charges;
 - (g) Any other costs or charges in any way related to the application, the demolition, or this agreement; and
 - (h) HST and any other taxes applicable on or to any of the above.

Schedule 4
Plans and Drawings

Demolition Methodology – Phase 1
Demolition Methodology – Phase 2
Demolition Methodology – Phase 3
Fire Safety Plan
Storm water Management Plan – Interim Phase
Dust Control Plan - Fort Frances Paper Mill
TCP and Methodology - Removal of Conveyor- Fort Frances Paper Mill
Waste Reduction Work Plan
Waste Audit
Schedule- Demolition of Fort Frances Paper Mill
Emergency Response Plan
General Site Plan
Biomass Plant plans (if applicable)
Abatement of Mercury and PCB Ballast Plan
Specific engineered Plans – Kraft pull down, border gallery removal

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

Schedule 5
Secured Lands

1	2.7.02700	227 Church St- Commercial Land	56018-2016
2	2.7.02400	221 Church St- Commercial Land	56018-2016
3	2.7.13900	504 Central Ave- Parking Lot West of the Ground Up Cafe	56018-1219
4	2.7.09900	303 Portage Ave- Commercial Land	56018-2015
5	2.7.06400	124 Scott St- Parking Lot East of the Ground Up Café	56018-1217
6	2.7.02200	215 Church St- Commercial Land	56018-0111
7	2.7.08900	127 First St E- Parking lot	56018-1211

**Schedule 6
Escrow Agreement**

ESCROW AGREEMENT

MEMORANDUM OF AGREEMENT made this day of , 2021.

B E T W E E N:

2670568 ONTARIO LIMITED
(the "Owner")

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
("Municipality")

- and -

CLARE ALLAN BRUNETTA LAW OFFICE
(the "Escrow Agent")

WHEREAS the Owner and Municipality have entered into a Site Plan Control Agreement (the "Agreement") for the demolition of certain buildings on Lands as specified in the Agreement;

AND WHEREAS the Owner pledged the Secured Lands to the Municipality as Security to fulfill the Owner's obligations contained in the Agreement;

AND WHEREAS if the Owner is in Default of the Agreement then the Municipality may take title to some or all of the Secured Lands to compensate the Municipality for the costs incurred for the Owner's breach of the Agreement and/or the Municipality's costs to remedy the Default;

AND WHEREAS the Owner and Municipality have agreed to deposit with the Escrow Agent all of the signed Acknowledgement and Directions for the transfer of the Secured Lands from the Owner to the Municipality (the "A&Ds");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree with the others as follows:

1. All capitalized terms not defined by this escrow agreement (the "Escrow Agreement") shall be defined by the Agreement. The parties agree that the recitals are true and shall form part of this Escrow Agreement.
2. The Owner and Municipality hereby appoints Clare Allan Brunetta Law Office, and Clare Allan Brunetta Law Office agrees to act as the Escrow Agent for the A&Ds in accordance with the terms and conditions of the Agreement and this Escrow Agreement.
3. Subject as hereinafter provided, the A&Ds shall be held and retained by the Escrow Agent hereunder as general and continuing collateral security and as a pledge and charge to secure performance of the obligations of the Owner pursuant to the Agreement. Unless and until Default, as defined by the Agreement, the A&Ds and the Secured Lands shall not be registered, transferred, assigned, hypothecated or otherwise alienated by the Escrow Agent, Owner or Municipality without the prior written consent of the Owner and Municipality.
4. The A&Ds shall remain the property of Owner unless and until Default or pursuant to the terms of this Escrow Agreement.

5. The Owner shall be entitled to exercise all rights and retain all benefits with respect of the Secured Lands, except as specifically set out in paragraph 3 of this Escrow Agreement, and pay all costs of the Secured Lands unless and until the Escrow Agent shall be required pursuant to Clause 6 hereof to register the A&Ds thereby transferring some or all of the Secured Lands to the Municipality.
6. If a Default has occurred pursuant to the Agreement, and not cured within the time period as specified in the Agreement upon written notice to the Owner, then pursuant to the Agreement the Escrow Agent shall be permitted to register such A&Ds for those part (or all) of the Secured Lands whose value are approximately equal to the Default Cost pursuant to paragraph 13(c), (d) and (e) of the Agreement. Upon registration of the A&Ds the Municipality shall be the absolute owner of those Secured Lands that were registered in the Municipality's name in full satisfaction of the Default Cost. All costs of the registration of the A&Ds shall be paid by the Municipality. The Municipality shall then invoice the Owner and the Owner shall reimburse the Municipality for the cost of the same.
7. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt, statutory declaration or other paper or document furnished to it, and signed by the Municipality and Owner (or officers and directors thereof) and only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.
8. Pursuant to Schedule 7 of the Agreement the Municipality shall provide written direction to the Escrow Agent to deliver the A&Ds to the Owner without any further cost or consideration upon completion of the Works.
9. Except for its acts of negligence or misconduct, the Escrow Agent shall not be liable for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law.
10. The Escrow Agent shall have no active duties except those which are expressly set forth herein, and it shall not be bound by any notices of claim or demand with respect thereof, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the Owner and Municipality and, if its duties are affected, unless it shall have given his prior written consents thereto.
11. Any notices or other communications required or permitted hereunto shall be sufficiently given if sent by registered mail, postage prepaid, addressed:

To the Owner:

To Purchaser: The Corporation of the Town of Fort Frances 320
 Portage Avenue
 Fort Frances,
 Ontario P9A 3P9
 Attention: Clerk
 Facsimile: 807.274.8479

To Escrow Agent: 420 Victoria Avenue Box 656
 Fort Frances, Ontario
 P9A 3M9

or in any case, to such other address as shall be furnished hereunder in writing by any such party to all of the other parties. Such notices or other communications so given shall be deemed to have been given on the 4th day after the date of mailing.

Schedule 7

Application for Return of Security

1. Prior to the reduction or release of any portion of the Security held by the Municipality for the Works, facilities 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) the consultant's certificate confirming that services completed;
 - (c) satisfactory evidence of no construction liens filed;
 - (d) workplace safety certificate;
 - (e) statutory declaration as to accounts;
 - (f) composite utility plan;
 - (g) confirmation from a Qualified Person ESA (O.reg. 153/04) that the Owner has undertaken the recommendations of the Remedial Action Plan and Opinion of Probably Costs originally prepared by MTE Consultants on December 13, 2018 as per clause 8(j) of the Agreement;
 - (h) Proof of removal of all scrap material from the Lands to the satisfaction; and,
2. Upon the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and:
 - (a) 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,
 - (b) Confirmation by the Municipality that the Lands and Works are reasonably free and clear of all debris to the satisfaction of the Municipality

the Municipality agrees to immediately instruct the Escrow Agent to return the A&Ds to the Owner.
3. The Municipality shall not be required under any circumstances to refund or return any of the Secured Lands 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 reasonable 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.