

THIS AGREEMENT made this ____th day of _____, 2020

BETWEEN: Parkbridge Lifestyle Communities Inc
hereinafter called the “Owners” of the first part

AND: The Corporation of the Municipality of Lambton Shores
hereinafter called the “Municipality” of the second part.

WHEREAS the Owners represent and warrant that they are the registered owners of Concession 18, Part Lots 6 to 8, (former) Bosanquet Township, known municipally as 9338 West Ipperwash Road, in the Municipality of Lambton Shores in the County of Lambton and in the Province of Ontario (the said lands);

AND WHEREAS the Owners have applied for a Zoning By-law Amendment, which would recognize existing development that has occurred outside of the portions of the lot appropriately zoned for such development;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. The Municipality hereby agrees to approve Zoning Amendment application ZO-08/2020, submitted by the Owners, and to pass the associated amending by-law, but makes no warranty respecting the by-law coming into full force and effect, as the Municipality has no control over the potential appeal of Council’s approval of the amendment by a third party to the Local Planning Appeals Tribunal. The Owner and Municipality agree the approved Zoning Amendment shall also recognize the boundary of the existing golf course and natural heritage features and include special provisions regarding setbacks from the Fuller Campbell Drain.
2. The Owner agrees to install and maintain a fence between the wetland on the northerly portion of the said lands and the development that has occurred outside the C14 Zone boundary as it existed in Zoning By-law 1 of 2003 prior to approval of ZO-08/2020. The fence shall be of a construction approved by the St Clair Region Conservation Authority (the SCRCA). The exact fence location shall be determined on site by the SCRCA in consultation with the Owner’s environmental consultant, who will mark the exact fence location with flags and global positioning system coordinates. The Owner shall erect the fence in the marked location.
3. Before commencing any work under this agreement, the Owner shall forward to the Ministry of Environment Conservation and Parks a copy of the Encroachment Study prepared for the Owner by Dougan & Associate as Appendix B to an Environmental Impact Study dated June 2019. The Owner shall request the Ministry review the project activities described in the Encroachment Study and determine any requirements the Ministry may have pursuant to the *Endangered Species Act, R.S.O. 2007*. The Owner shall be released from the requirements of this agreement to the extent they may contradict any such Ministry requirements and the Ministry requirements shall be accepted in lieu of any requirements of this agreement to the extent they are found to be contradictory.
4. The Owner shall not encroach into the natural heritage feature in any way beyond said fence and shall not permit any resident or other person that the Owners permit on the said lands to encroach beyond said fence. Prohibited encroachments shall include but not be limited to erection or placement of buildings, retaining walls, or

- other structures; placement of soil or other fill materials or other site alterations; placement or storage of yard/garden waste, brush, rubbish, kitchen waste, equipment, vehicles, furniture, woodpiles, or personal items; installation of landscaping; planting or seeding of non-native plants or trees or allowing their spread; and destruction of trees or natural vegetation.
5. The Owner shall remove, or cause to be removed, existing encroachments beyond said fence as determined by the SCRCA in consultation with the Owner's environmental consultant, while determining the exact location of the fence.
 6. The Owner shall develop and implement an "invasive species management plan" in consultation with their environmental consultant and the SCRCA and subject to the approval of the Municipality. Said plan will include details of species, locations, and best methods of control, with a focus on the area adjacent to the wetland.
 7. The Owner shall place signs on said fence that advise against encroachment and promote stewardship of the natural heritage features.
 8. The Owner shall produce informational brochures for residents, staff, and other users of the said lands that provide:
 - a. information on the adjacent "Area of Natural and Scientific Interest",
 - b. detailed instructions with respect to prohibited activities and encroachments along the edge of the wetland,
 - c. instructions on implementation of the said invasive species management strategy, and
 - d. detailed instructions on placement of fill and appropriate management and removal of hazardous or diseased trees within proximity to the wetland.
 9. The Owner shall produce a fact sheet regarding Eastern Hog-Nosed Snake that meets Ministry of Environment Conservation and Parks requirements.
 10. The information and signs required by clauses 7, 8, and 9 of this agreement shall be produced by the Owner in consultation with the Owner's environmental consultant and the SCRCA and subject to the approval of the Municipality.
 11. The Owner shall develop a strategy for distribution of the information required under clauses 8 and 9 of this agreement in consultation with the Owner's environmental consultant and the SCRCA and subject to the approval of the Municipality.
 12. The Municipality shall not unreasonably withhold its approval for the items required under sections 6, 10, and 11 of this Agreement.
 13. The Owner shall ensure that no new structures encroach closer towards the Fuller Campbell Drain than do existing structures.
 14. The Owner shall ensure that residents of the said lands obtain approval from the Owners before erecting or making alteration to any structures on site. Where such work would require a building permit, the Owner shall ensure that such applications are made to and permits issued by the Municipality prior to such work being commenced. Where such work is located within the areas regulated by the SCRCA pursuant to regulations under the *Conservation Authorities Act*, the Owner shall ensure that applications are also made to and approvals issued by the SCRCA prior to such work being commenced.

15. The Owner agrees that completion of the work and information required under this agreement and ongoing compliance with the requirements of this agreement will be a prerequisite to the issuance of building permits, further site plan approvals, and any other approvals required under the *Planning Act*.
16. This agreement shall be binding upon the Owners or heirs, executors, administrator, successors and assigns of the said lands.
17. The Agreement must be executed by all parties or the Agreement shall become null and void.
18. Any amendments or extensions to this agreement shall be agreed to in writing by both parties.
19. This agreement shall be read with all changes in gender or number required by the context.

IN WITNESS WHEREOF the Owners and the Municipality have fixed their signatures and Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

OWNER:

I have the authority to bind the corporation

Name:

Title:

I have the authority to bind the corporation

Name:

Title:

MUNICIPALITY:

MAYOR

CLERK