THIS AGREEMENT made this 1st day of February, 2022

B ETWEEN: WIDDER STATION GOLF & COUNTRY CLUB INC.

(Hereinafter called the "Owner")

OF THE FIRST PART

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Municipality has enacted a Site Plan Control By-law pursuant to the provisions of Section 41 of the Planning Act, 1990;

AND WHEREAS Section 41 of the Planning Act requires the Owner to:

- (a) submit development plans to the Municipality for approval under Section 41(4) of the Act: and
- (b) authorizes the Municipality to require the Owner to enter into an agreement respecting the provision of the services and the approval of the plans and drawings under Section 41(7) of the Act;

AND WHEREAS the Owner represents and warrants that they intend to develop lands described in Schedule 'A' to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Owner of the "Lands" has submitted plans to the Municipality for approval in accordance with subsection (4) of Section 41;

AND WHEREAS there is in effect existing agreements between the Owner and (1) the (former) Township of Bosanquet, as amended by an agreement with the Municipality authorized by By-law 84 of 2019 and dated November 12, 2019, and (2) the Municipality as authorized by By-law 21 of 2020 and dated May 12, 2020;

NOW THEREFORE the parties hereto agree as follows:

1. The following Schedules are hereby declared to form part of this Agreement and are attached hereto:

Description

<u>Schedules</u>

"A"

being a legal description of the land affected hereinafter referred to as the "Lands".

being a site plan, showing the location of existing features on the "Lands" and the plans showing the new facilities, works and matters to be provided on the "Lands", and including Schedule "B-1", being a plan showing the extent of the permitted RV parking area, herein after collectively referred to as the "Site Plan".
 being the existing Development

being the existing Development Agreement between the Owner and the (former) Township of Bosanquet, as amended by By-law 84 of 2019, hereinafter referred to as the "Existing Agreement".

2. The attached Schedule "B" is hereby approved by the Municipality subject to the following conditions:

(a) <u>GENERAL</u>

(i) The Owner hereby agrees that the development shall be carried out and completed in accordance with the attached Schedules. Any item or feature which is not specifically shown on the Schedules or described in this Agreement shall be deemed to be prohibited and will only be permitted through an amendment to this Agreement.

(b) PAVING DRIVEWAYS & PARKING AREA

- (i) The Owner shall pave with asphalt, concrete or other hard surface material approved by the Municipality, those portions of driveways and parking areas and walkways on the "Lands", as shown on Schedule "B", the "Site Plan", to the reasonable satisfaction of the Municipality. No driveway or parking areas shall be used as such unless they are so paved or surfaced. The Owner shall so construct and maintain the surface of all fire lanes on the "Lands" so that the surface will support fire apparatus weighing 18 tonnes under all weather conditions.
- (ii) For clarity, any expansion of the existing parking area permitted or required by this Agreement must have an adequate base and be surfaced with gravel, at minimum.

(c) VEHICULAR ACCESS

The Owner shall provide and maintain vehicular access to and from the Lands only as shown on Schedule "B", the Site Plan, and to the satisfaction of the Municipality. The Owner shall prohibit any other vehicular access to and from "the Lands".

(d) LANDSCAPING

"B"

"C"

The Owner shall landscape the "lands". All plant materials shall be installed and maintained in a healthy condition to the satisfaction of the Municipality and kept free of weeds. No landscaping shall be installed on the road allowances of the Municipality or County without their prior approval. No underground sprinkler systems shall be located on the Municipality's or County's right-of-way.

(e) LIGHTING

The Owner shall install and maintain facilities for the lighting, including floodlighting, of the "Lands" or of any buildings or structures including signs thereon to the reasonable satisfaction of the Municipality. Any exterior lighting of the building, parking areas or signs shall comply with Municipal Policy #89 - Dark Sky Policy, shall have its intensity controlled, and shall be directed away from the adjacent properties and streets to the reasonable satisfaction of the Municipality.

(f) OPEN STORAGE AND GARBAGE

The Owner hereby agrees that there will be no open storage carried out on the "Lands" unless it is within an area specifically designated for such purposes and shown on Schedule "B", the "Site Plan".

(g) SERVICING, GRADING AND INSPECTION

- (i) The Owner shall provide for the construction and maintenance of such sewers, water mains, roads, site grading, driveway installation, and service connections as designed, certified and shown in the Schedule "B", and as per the Municipality of Lambton Shores Engineering Standards and Specifications.
- (ii) Surface drainage shall be accommodated on the "Lands" and shall not drain onto adjoining property. The Owner shall be responsible to ensure that the proposed development and final grading of the site do not in any way adversely affect the drainage of adjoining properties. The Owner agrees to indemnify the Municipality against any claims that may arise from the development with respect to alterations in the direction, quantity, or quality of surface drainage or storm water
- (iii) The Owner's consultant shall provide inspections for the installation of any and all site services in accordance with the Municipality of Lambton Shores' Engineering Standards and Specifications. Any and all work on Municipal property shall be coordinated with the Municipality and will require full time inspection by the consultant. Full Time Inspection shall include, but not be limited to sewer, water main and road installation on the public right-of-way and road and right-of-way reinstatement in order to verify depths of materials and finished product.
- (iv) Full time inspection is not a requirement for site stripping or the removal of pavement, curb and gutter, and sidewalks.

- (v) The preceding does not absolve the Owner or the Owner's consultant of responsibility for being aware of all activities related to this development. Ignorance of on-site activities will be no excuse for variance from the Site Plan, Municipal specification, or any statute under law, nor for the consultant abdicating responsibility for provision of a letter of certification upon project completion.
- (vi) Any water mains shall be inspected and tested up to and including the water meter(s) in accordance with the Municipality of Lambton Shores Engineering Standards and Specifications.
- (vii) Any service connections shall be in accordance with the Municipality of Lambton Shores Engineering Standards and Specifications.
- (viii) Site services shall be provided as required in Schedules "B". No alterations shall be made unless they are minor and receive the prior approval of the Municipal Director of Community Services.

3. OCCUPANCY

- (a) The Owner shall notify the Municipality at least one week prior to the proposed occupancy date in order to arrange for a site inspection to be conducted.
- (b) The Owner and Encumbrancer shall not occupy or use or permit to be occupied or used any new building on the "Lands" before the provisions of this Agreement are complied with.
- (c) Substantial completion of the site is required before occupancy is allowed by the Municipality. The Municipality may permit the occupation or use of any new building or extension or a parking lot before all the provisions of this Agreement are complied with, subject to the following conditions being satisfied:
 - all off-site services required by this Agreement affecting the "Lands" have been completed to the satisfaction of the Municipality and in compliance with the terms and conditions of the this Agreement;
 - ii) the Owner or Encumbrancer deposits with the Municipality a certified cheque in order to secure the completion of the provisions of this Agreement after occupancy has commenced, including the landscaping. Notwithstanding the aforementioned permission, the Owner and Encumbrancer shall not occupy or use or permit to be occupied or used any new building or extension or parking lot on the "Lands" before all of the work, except landscaping, in the Municipality's right-of-way is complete.
- (d) The Owner hereby authorizes the Municipality to carry out the completion of any of the provisions of this Agreement and to use the funds secured by the said cheque for this purpose, if the Owner fails to complete the said work within the time agreed to in writing between the Municipality and the

Owner at the time the Owner provides such cheque. Upon completion of the work, any unused balance shall forthwith be returned to the Owner and, should the funds deposited be insufficient, the Owner shall forthwith pay to the Municipality such sum as may be required to make up the total cost of the work. Failure to pay the amount within 30 days after the account has been submitted will result in the cost being added to the tax bill for the "Lands" and collected in like manner as municipal taxes.

4. SPECIAL PROVISIONS

- (a) The Owner and the Municipality agree that this site plan agreement replaces the site plan agreement authorized by By-law 21 of 2020 and dated May 12, 2020. The Municipality hereby grants the Owner permission to delete the agreement authorized by By-law 21 of 2020 from title.
- (b) Owner and the Municipality hereby agree that Schedule "C", the Existing Agreement between the Owner and the (former) Township of Bosanquet, as amended, shall continue to apply to the "Lands" to the extent that it addresses matters not addressed by this Agreement and to the extent that the Existing Agreement does not contradict this Agreement.
- (c) The Municipality hereby permits the parking and occupancy of recreational vehicles and campers on the Said Lands. The Owner acknowledges that, unless this agreement is amended, this permission shall be subject to the following conditions:
 - i) Recreational vehicles and campers shall be parked only within the area marked "RV Parking Area" on Schedule "B-1" of the Site Plan.
 - ii) No individual recreational vehicle or camper shall be parked on the Said Lands for longer than one night at a time.
 - iii) This permission extends only to the recreational vehicles or campers of persons staying for the purpose of playing golf or attending events in the facilities located elsewhere on the Said Lands.
 - iv) The Owner will not install or provide any utilities, amenities, or service connections to the "RV Parking Area" or elsewhere on the Said Lands for the use of recreational vehicles or campers, including but not limited to electricity, gas, water, septic, sanitary, or dumping stations.
- (d) Construction of the structures identified on the Site Plan as "Proposed Storage Building" and "Proposed Canopy" shall not be subject to the time limits in section 6 of this Agreement. With respect to these "proposed" structures, the Owner acknowledges that, depending on the details in the submitted buildings plans, the Ontario Building Code may require that the Owner install a fire hydrant as a condition of the building permit(s) being issued. In that case, the Municipality gives the Owner permission to install said hydrant or other services as may be required under Ontario Building Code without further amendment to this agreement, but subject to the Municipal Director of Public Work's prior written approval of their location

and standard of installation and subject to any applicable permits and standards.

- (e) With respect to any storage container identified on the Site Plan as "C-Cans" that may be displaced by the construction of the "Proposed Storage Building" or "Proposed Canopy", the Owner may temporarily relocate said storage containers during construction but shall remove said storage container from the Said Lands within 3 months after occupancy of the proposed building(s) commences. Unless this Agreement is first amended, no storage container shall be placed or moved to a location permanently, other than identified on the Site Plan.
- (f) The Owner shall ensure that the final placement of all buildings is consistent with Schedule "B" while maintaining minimum required setbacks from the septic system and its components as required under the Ontario Building Code or required by the Owner's consulting engineer in any report completed in support of a plumbing permit.

5. **FUTURE MAINTENANCE**

The Owner hereby agrees to maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner, those facilities, works or matters required to be provided for in this Agreement.

6. **COMPLETION**

If the development proposed in this Agreement is not carried out and completed in accordance with this Agreement within two (2) years of the date of execution of this Agreement, the Agreement shall lapse and the Agreement shall be null and void. Any deposits given to the Municipality as security for site works shall be retained by the Municipality.

7. STREET CLEANING

The Owner shall be responsible for cleaning the sidewalk and roadway along the street in the vicinity of the "Lands" to remove all dirt, mud and debris which, in the opinion of the Municipality, has been deposited thereon as a result of the construction activities on the "Lands". Such cleaning shall be done at the end of each day if required or otherwise as determined by the Municipality. If the Owner is unable or unwilling to clean the sidewalk or street to the reasonable satisfaction of the Municipality, the Owner hereby authorizes the Municipality to clean the sidewalk and street as required by the Municipality and the Owner agrees to pay the Municipality all costs associated with the cleaning operation performed by the Municipality.

8. DEPOSITS, SECURITIES AND PAYMENTS

(a) The Owner shall deposit with the Municipality the sum of \$2,000.00 which sum shall be held in trust by the Municipality and from which any engineering review and supervision fees shall be paid during the development process. The Municipality may call upon the Owner from time to time to replenish the account. Any sum remaining in the account after the site has been completed in compliance with this Agreement to the satisfaction of the Municipality, shall be refunded to the Owner. The amount invoiced to the Municipality for the above fees in connection with the work required under this Agreement shall include an accounting of the services performed and shall be open to challenge by the Owner in proceedings that may be taken in the name of the Municipality with notice to the Municipality providing that payment in full has been made of the disputed account before such proceedings are taken.

(b) Prior to the execution of this Agreement the Owner shall pay to the Municipality a legal deposit of \$1000.00 to cover any miscellaneous legal fees incurred by the Municipality and as a security for the registration of this agreement on title.

9. **INDEMNIFICATION**

- (a) This Agreement and the provisions thereof do not give to any person acquiring any interest in the "Lands" any rights against the Municipality or the Municipal Engineer with respect to the failure to perform any obligations under this Agreement or the failure of the Municipality to force any such persons to perform any obligations under this Agreement or any negligence of any such persons in the performance of the said obligations. The only duty and responsibility of the Municipal Engineer arising out of this Agreement is to the Municipality and the Agreement and any work or service done or performed by the Municipal Engineer under this Agreement does not in any way create any liability on the part of the Municipal Engineer to the Owner or any person acquiring any interest in the "Lands".
- (b) The Owner covenants that he will indemnify and save harmless the Municipality from any and all claims, demands, actions and causes of action, whether the same shall be successful or unsuccessful and from all costs to which the Municipality may be at, suffer, or be put to in respect of any such action, cause of action, claim or demand in any way arising out of or alleged to arise out of any work, service, operation or thing constructed, installed, repaired, maintained or done or omitted to be done or negligently done by the Owner, his servants, agents, contractors or subcontractors under them, in respect of the said works and services, whether or not the same shall be required to be done under the terms of this Agreement, and including (without limiting the generality of the foregoing) the alteration of any grade or existing level construction, maintenance or repair of any road.

10. MAINTENANCE OF MUNICIPAL ROAD ALLOWANCES

The Owner shall ensure that no earth, debris or excavated material shall be deposited within the limits of a Municipal/Provincial road allowance without permission in writing to do so from the Municipality. In the event that earth, debris

or excavated material is deposited on the Municipal/Provincial roadway it shall be removed by the Owner immediately upon notification from the Municipality. If, the earth, debris or excavated material has not been removed from the road allowance by the Owner, the Owner acknowledges and agrees that the Municipality may take it upon itself to remove the said earth, debris or excavated material. Notwithstanding this notice to the Owner, the Municipality may at anytime remove debris from the Municipal property, and the cost of such removal will be paid for by the Owner and may be deducted from the Owner's deposit fee or other securities held by the Municipality.

11. **REGISTRATION**

- (a) Pursuant to subsection (10) of Section 41 of the Planning Act, 1990, the Municipality will require that the Owner register this Agreement against the "Lands" to which it applies and the Municipality is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land. Prior to the issuance of any building permit on the "Lands", the Owner must satisfy the Municipality that this agreement has been registered on title.
- (b) Pursuant to subsection (11) of Section 41 of the Planning Act, 1990, Section 326 of the Municipal Act applies to any requirements made under clause 2 hereof and to any other requirements made under this Agreement.
- 12. Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the by-laws of the Municipality and shall construct all work in accordance with the requirements of the Municipality, the County of Lambton and the Province of Ontario, including any requirement to obtain permits or other approvals.

13. **AMENDMENT**

This Agreement may be amended at anytime with the consent, in writing, of the Municipality and the registered Owner of the "Lands" at the time of such amendment.

- 14. The provisions hereof shall ensure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
- 15. Any notices required or permitted to be given pursuant to the terms of this agreement shall be given,

in the case of notice given by the Municipality to:

Widder Station Golf & Country Club Inc. c/o Allen Stubbs P.O. Box 59 8395 Decker Road Thedford, ON, N0M 2N0 and in the case of notice given by the Owner, addressed to:

The Municipality of Lambton Shores R.R. #1, 9575 Port Franks Road Thedford, ON, N0M 2N0 **IN WITNESS WHEREOF** the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

WIDDER STATION GOLF AND COUNTRY CLUB INCORPORATED

Allen Stubbs - President I have the power to bind the corporation

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

Authorized by By-law

Bill Weber, Mayor

(SEAL)

Stephanie Troyer-Boyd, Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT

(Former) Bosanquet Concession 2, Part Lots 18 and 19 and Plan 4 Lots 24 to 31 and Part Lots 32 to 38, and RP 25R3356 Part 6, RP 25R5753 Part 1, RP 25R5759 Parts 3 and 4, RP 25R937, Municipality of Lambton Shores, County of Lambton.

(Known Municipally as 8395 Decker Road, Thedford.)

Schedule "B" SITE PLAN





<u>Schedule "B-1"</u> <u>SITE PLAN – RV PARKING AREA</u>

Schedule "C" EXISTING AGREEMENT, AS AMENDED

TOWNSHIP OF BOSANQUET

DEVELOPMENT AGREEMENT

WIDDER STATION GOLF & COUNTRY CLUB INCORPORATED

Part of Lots 18 & 19 Concession 2

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TOWNSHIP OF BOSANQUET

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(i)

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this day of , 1992.

BETWEENI

WIDDER STATION GOLF & HEREINAFTER CALLED THE COUNTRY CLUB INC. "OWNER" OF THE FIRST PART

AND:

THE CORPORATION OF THE	HEREINAFTER CALLED THE
TOWNSHIP OF BOSANQUET	"CORPORATION" OF THE SECOND PART

WHEREAS the Corporation has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS the Owner represents and warrants that he intends to develop lands described in Schedule 'A' to this agreement (hereinafter called the "said lands");

AND WHEREAS the Owner of the said lands has submitted plans to the Corporation for approval in accordance with subsection (4) of the said Section 41;

AND WHEREAS subsection (7) (c) of the said Section 41 authorizes the Corporation to require the Owner of the said lands to enter into an agreement with the Corporation dealing with the provision and approval of the plans referred to in subsection 4 of the said Section 41, prior to the commencement of any development or work on the said lands;

AND WHEREAS pursuant to the provisions of section 53 of the Planning Act, R.S.O. 1990 an agreement may be entered into as a condition of the granting of a consent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The following Schedules are hereby declared to form part of this agreement and are attached hereto:

Schedule	Description
"A"	Legal description of the lands affected by this agreement (the said lands).
иви	Site Plan - Golf Course
"C"	Site Plan - Clubhouse
"D"	Site Plan - Driving Range
uEu	Buffering Plan
н у н	Lands to be dedicated to Municipality

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*Gn	Servicing Requirements
aKa	Water Line Road Crossings

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Letter of Credit

- The Owner hereby agrees to obtain Ministry of the Environment approvals for sewer and water prior to the issuance of any building permit.
- 3. The attached Schedules "B", "C" & "D" are hereby approved by the Corporation subject to the following conditions:
 - a) The Owner hereby agrees that the development shall be carried out and completed in accordance with the attached Schedules "B", "C" & "D".
 - b) The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Corporation:
 - i) All driveways, internal roads and parking areas shall be surfaced with crushed stone or gravel or asphalt and shall be capable of accommodating and supporting fire fighting equipment weighing fifteen (15) tonnes during all weather conditions. All internal roads shall have a minimum width of 6 metres.
 - ii) Access to the golf course property from Decker Road shall be only by way of the driveway labelled "entrance" as shown on Schedule "C".
 - iii) The property shall be adequately drained and provided with storm water drainage facilities to the satisfaction of the Corporation's Engineer and the Ausable Bayfield Conservation Authority so that:
 - the flow of water resulting from any grading and drainage facilities shall not create an erosion problem nor aggravate an existing problem, and;
 - the flow of water shall not cause a drainage or flooding problem on the site or on abutting lands.

Prior to the issuance of any building permit or upon the request of the Corporation, the owner shall provide a grading and drainage plan which shall be approved by the Corporation's Engineer and the Conservation Authority, as required.

- iv) Adequate lighting shall be provided, where required, to ensure the security and safety of the public and the property. Exterior lighting shall be arranged to direct illumination away from adjoining lands. No lighting will be directed at or towards any road or highway, and will be directed so that it does not create a driving hazard.
- v) A minimum of 100 parking spaces shall be provided for the golf course and club house as shown on Schedule "C". A minimum of 15 parking spaces shall be provided for the driving range as shown on Schedule "D".

- vi) All parking spaces shown on Schedule "C" shall have a minimum width of 2.75 metres and a minimum length of 6 metres. All parking spaces shown on Schedule "D" shall have a minimum width of 2.75 metres and a minimum length of 6.1 metres. All parking spaces shall be clearly demarcated and bounded by car stops.
- viii) In conjunction with the construction of the clubhouse, an enclosure for the storage of garbage and other waste material and a recycling depot shall be provided as shown on Schedule "C". The waste/recycling storage area must be easily accessible by garbage collection and recycling vehicles.
- ix) The following buffer areas shall be provided and maintained in Area A and Area B as shown on the attached Schedule "E":

Area A: A continuous 5 foot high cedar hedge. Area B: A continuous mixed deciduous and evergreen hedge.

These buffer areas shall be established within 6 months of the signing of this agreement. If necessary, the Corporation can require additional vegetation to be planted and additional buffers to be established within one year of opening of the golf course.

- xi) The Owner agrees that the existing tree and vegetative cover on the banks of Decker Creek shall be maintained. Clearing of the property shall be limited to those areas approved by the Ministry of Natural Resources and Ausable Bayfield Conservation Authority.
- xii) Erosion control measures shall be provided where and when required by the Corporation and the Conservation Authority. Erosion control measures shall be approved by the Corporation's Engineer and the Conservation Authority.
- xiii) Upon signing of the development agreement, the Owner agrees, at his own expense, to convey by deed to the Corporation, free and clear of any encumbrance whatsoever and without condition, those lands described in Schedule "F" hereto, for the purpose of road widening along Decker Road. Such lands shall be sufficient to create a 66 foot road allowance for Decker Road.
- xiv) The Owner agrees to reconstruct Decker Road to the standards described in Schedule "G" hereto.
- XV) Water line installation road crossings, as depicted on the attached Schedule "H" are approved by the Corporation and shall be installed by the Owner provided that the Owner enters into the standard road crossing agreement with the Corporation.
- xvi) The Owner agrees to pay all the costs, legal and otherwise, associated with the closing of Temperance Street, Registered Plan #4.

- c) The Owner hereby agrees to maintain to the satisfaction of the Corporation and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause b) of clause 3 hereof.
- d) The approval of the attached Schedules "B", "C" & "D" by the Corporation shall lapse if development of the said lands:
 - i) is not carried out and completed in accordance with the Said Schedules "B", "C" & "D"; or
 - is not completed within two (2) years of the execution of this agreement unless an extension has been agreed to in writing by the Corporation.
- 4. The Owner agrees to reinstate to original condition any roadway which has been disturbed or damaged during the course of construction of the golf course, to the satisfaction of the Corporation and/or its Engineer. The Owner further agrees to assume all costs for road maintenance performed by the Corporation's staff, that, in the opinion of the Road Superintendent, is directly attributable to the construction of the golf course, and which is in addition to regular road maintenance performed by the Corporation.
- 5. The Owner hereby agrees to be responsible for the costs of any road maintenance over and above the normal standard of road maintenance provided by the Corporation, for that portion of Decker Road adjacent to the said lands. This shall include but is not limited to, additional calcium applications.
- 6. Prior to the commencement of work, the Owner hereby agrees to lodge with the Corporation an irrevocable bank letter of credit in the amount of 100% of the estimated costs of the facilities, works and other matters to be provided by the Owner in accordance with the terms of this Agreement, as set forth on Schedule I. The said irrevocable letter of credit shall be in a form satisfactory to the Corporation.

The amount of the letter of credit may be reduced from time to time and the Township Engineer shall determine the extent to which the works and services provided for in this agreement have been performed and shall recommend the amount of reduction to be granted, provided that the Owner is not in default.

- 7. The Owner hereby acknowledges and agrees that:
 - a) Pursuant to subsection (10) of Section 41 of the Planning Act R.S.O. 1990, this agreement may be registered against the said lands to which it applies and the Corporation is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the Registry Act and the Lands Titles Act, any and all subsequent owners of the land.
 - b) Pursuant to subsection (11) of Section 41 of the Planning Act, R.S.O. 1990, Section 326 of the Municipal Act applies to any requirements made under subclause (a), (b) and (c) of clause 3 hereof and to any other requirements made under this agreement.
- 8. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Corporation and shall construct all work in accordance with the Ontario Building Code and any other Provincial requirements.
- 9. The Owner agrees to pay all costs, legal or otherwise, of the registration of this agreement. This agreement shall come into effect when a registered copy is returned to the Corporation.

- 10. This agreement may be amended at any time with the consent, in writing, of the Corporation and the registered Owner of the said lands at the time of such amendment.
- This agreement and the covenants, provisos, conditions and terms hereof shall be binding upon the parties hereto, their respective 11. successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL) The Corporation of the Township of Bosanquet

Mayor - Fred Thomas

Clerk - Carol P. McKenzie

Widder Station Golf & Country Club Incorporated

- Allen James Stobbs Agent Presiden

KWINER Secretary-Treasurer - James Philip Walden

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS AFFECTED BY THE SITE PLAN AGREEMENT

- 1. Part 4, Plan 25R 5759; being the lands to be conveyed from Allen James Stubbs and Anita Stubbs to Widder Station Golf & Country Club Inc.
- Part 1, Plan 25R 5813; being the lands to be conveyed from David Hayter and Helen Hayter to Widder Station Golf & Country Club Inc.
- 3. Part 1, Plan 25R 5928; being the lands to be conveyed from Gary Struyf to Widder Station Golf & Country Club Inc.
- Part of Lot 19, Concession 2, Part 1, Plan 25R 455; being the lands to be conveyed from James and Ruth Stubbs to Widder Station Golf & Country Club Inc.
- Description of lands lying North of Decker Road, owned by Melvin Nutt to be conveyed to Widder Station Golf & Country Club Inc. being:

That part of Lot 19, Concession 2 in the Township of Bosanquet and County of Lambton described as follows;

PREMISING that the Westerly limit of said Lot 19, Concession 2 has a bearing of North 0° 57' 40" East and relating all bearings herein thereto;

COMMENCING at a point in the Westerly limit of said Lot 19 distant Southerly therealong 202.686 metres more or less at a point where the said Westerly limit of Lot 19 is intersected by the Southerly limit of Part 1 of Plan 25 R 455;

THENCE South 0° 57' 40" West along the Westerly limit of said Lot 19 a distance of 177.696 metres more or less to its intersection with the Northerly widened limit of Decker Road as shown on Deposited Plan 25 R 6081;

THENCE in an Easterly direction along the said Northerly widened limit of Decker Road on the following courses:

THENCE North 86° 56' 10" East a distance of 81.648 metres;

THENCE South 87° 37' 50" East a distance of 121.924 metres;

THENCE South 89° 12' 40" East a distance of 190.800 metres;

THENCE North 84° 57' East a distance of 30.362 metres;

THENCE 76° 12' 40" East a distance of 27.713 metres;

THENCE 62° 15' 50" East a distance of 56,699 metres;

THENCE 68° 55' 10" East a distance of 40.527 metres;

THENCE North 86° 23' 40" East a distance of 62.353 matres more or less to the end of the said Northerly widened limit of Decker Road; said point being also the Southwest corner of Part 1 of Plan 25R 5759;

THENCE North 3° 06' 30" West along the Westerly limit of said Part 1 of Plan 25R 5759 a distance of 102.968 metres more or less to the Northwest corner of said Part 1 of Plan 25R 5759; THENCE South 89° 09' 20" East along the Northerly limit of said Part 1 of Plan 25R 5759 a distance of 117,994 metres more or less to the Northeast corner of said Part 1 of Plan 25R 5759;

THENCE South 14° 43' 30" East along the Easterly limit of said Part 1 of Plan 25R 5759 a distance of 100.703 metres more or less to its intersection with the Northerly limit of Decker Road;

THENCE South 89° 09' 20" East along the said Northerly limit of Decker Road a distance of 168,772 metres more or less to the Southwest corner of Lot 33 of Registered Plan Number 4 for the Township of Bosanquet;

THENCE North 31° 26' West along the Westerly limits of Lots 33, 34, 35, 36, 37 and 38 of Registered Plan Number 4 a distance of 124.800 metres more or less to the Northwest corner of said Lot 38' said point being also in the Southerly limit of Part 2 of Plan 25R 455;

THENCE North 88° 26' 20" West along the Southerly limit of said Part 2 of Plan 25R 455 a distance of 162.144 metres more or less to the Southwest corner of said part 2 of Plan 25R 455; said point being also the Southeast corner of Part 1 of Plan 25R 455;

THENCE Westerly along the Southerly limit of said Part 1 of Plan 25R 455 a distance of 680.100 metres more or less to the point of commencement.

Description of lands lying South of Decker Road, owned by Melvin Nutt to be conveyed to Widder Station Golf & Country Club Inc. being:

That part of Lot 18 and 19, Concession 2 in the Township of Bosanquet and County of Lambton described as follows;

PREMISING that the Westerly limit of Lot 18 has a bearing of North 0° 49' 10" East and relating all bearings herein thereto;

COMMENCING at a point in the Westerly limit of said Lot 18 distant Northerly therealong 313.807 metres from the Southwest corner of said Lot 18' Thence South 88° 30' 05" East a distance of 12.573 metres to the point of commencement;

THENCE South 88° 30' 05" East a distance of 522.936 metres more or less to the most Northerly corner of Part 1 of Plan 25R 5928;

THENCE South 57° 20' 45" East along the Northeasterly limit of said Fart 1 of Plan 25R 5928 a distance of 139.135 metres;

THENCE South 33° 00' 00" East and continuing along the Northeasterly limit of said Part 1 of Plan 25R 5928 a distance of 261.518 metres;

THENCE South 89° 03' 40" East and continuing in the Northeasterly limit of said Part 1 of Plan 25R 5928 a distance of 40.234 metres;

THENCE North 17° 17' 00" East a distance of 91.521 metres more or less to a point in the Westerly limit of Part 2 of Plan 25R 3296;

THENCE North 33° 34' 30" West along the Westerly limit of said Part 2 of Plan 25R 3296 a distance of 33.162 metres;

THENCE North 31° 57' 20" West and continuing along the Westerly limit of said Part 2 of Plan 25R 3296 a distance of 26,880 metres;

THENCE North 40° 43' 10" West and continuing along the Westerly limit of said Part 2 of Plan 25R 3296 a distance of 32.598 metres; THENCE North 33° 23' 30" West and continuing along the Westerly limit of said Part 2 of Plan 25R 3296 a distance of 28.898 metres to the most Northwesterly corner of said part 2 being also the Southwesterly corner of Part 3 of Plan 25R 3296;

THENCE North 10° 50' 10" West along the Westerly limit of said part 3 of Plan 25R 3296 a distance of 11.918 metres;

THENCE North 28° 32' 30" West and continuing along the Westerly limit of said Part 3 of Plan 25R 3296 a distance of 77.026 metres;

THENCE North 9° 59' 00" West and continuing along the Westerly limit of said Part 3 of Plan 25R 3296 a distance of 16.401 metres more or less to the Northwest corner of said Part 3 of Plan 25R 3296;

THENCE South 88° 47' 20" East along the Northerly limit of said Part 3 of Plan 25R 3296 a distance of 150.233 metres more or less to its intersection with the Westerly limit of Temperance Street as shown on Registered Plan Number 4 for the township of Bosanguet;

THENCE North 1° 48' East along the Westerly limit of Temperance Street a distance of 186.282 metres more or less to its intersection with the Southerly widened limit of Decker Road as shown on Plan 25R 6081;

THENCE in a general Westerly direction along the said Southerly widened limit of Decker Road on the following courses;

THENCE North 89° 09' 20" West a distance of 241.265 metres;

THENCE South 86° 23' 40" West a distance of 132.559 metres;

THENCE South 68° 55' 10" West a distance of 36.266 metres;

THENCE South 62° 15' 50" West a distance of 57.990 metres;

THENCE South 76° 12' 40" West a distance of 31.711 metres;

THENCE South 84° 57' 00" West a distance of 32.925 metres;

THENCE North 89° 12' 40" West a distance of 192.103 metres;

THENCE North 87° 37' 50" West a distance of 121.247 metres;

THENCE North 86° 56' 10" West a distance of 69.826 metres;

THENCE South 0° 49' 10" West and parallel to the Westerly limit of said Lot 18 a distance of 104.799 metres more or less to the point of commencement.





Schedule "C" - Clubhouse







SCHEDULE "G"

SERVICING REQUIREMENTS

1. Land necessary to provide a 66' right of way for Decker Road shall be deeded to the Corporation -

- 2a) Fall 1992 Decker Road from Highway 79 to Clubhouse entrance approximately 600 m built to Township gravel road standards with A and B gravel.
- 2b) Within 5 years of the completion of "A" above, Decker Road from Highway 79 to Clubhouse entrance will be hard surfaced.
- 2c) Concurrently with "a" above, Decker Road, the entire length of the property, shall be ditched on both sides.
- 2d) Within 10 years of "a" above, the remainder of the road (from the Clubhouse entrance west) shall be brought to Township gravel road standards, with a 6 metre travelled portion. (excluding shoulders)
- 2e) A letter of credit, on the standard Township form, in the amount of \$155,000.00, shall be held until item "B" above has been completed.
- 2f) An agreement be drafted for the maintenance of the road.

07/06/92

