

THIS AGREEMENT made in triplicate this 5th day of April, 2022

BETWEEN: DEVCOR CAPITAL 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 the Owner requests that the Municipality accept cash-in-lieu of a portion of the parking spaces required by Zoning By-law 1 of 2003;

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:

Schedules

Description

"A"

-

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

- "B" - 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", hereinafter referred to as the "Site Plan".

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

(a) **GENERAL**

- (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 maintain with asphalt, concrete or other hard surface material approved by the Municipality, those portions of driveway and parking areas and walkways on the "Lands", as shown on Schedule "B", the "Site Plan". No driveway or parking areas shall be used as such unless they are so paved or surfaced.

(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**

No landscaping shall be installed on the road allowances of the Municipality without its prior approval. No underground sprinkler systems shall be located on the Municipality's right-of-way.

(e) **LIGHTING**

Any new exterior lighting 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) omitted
- (ii) The Owner shall be responsible to ensure that the proposed development does 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 main installation 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:
 - i) 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 Municipality hereby agrees to accept a one-time, non-refundable payment of \$52,000 as cash-in-lieu of four (4) parking spaces that are required by Zoning By-law 1 of 2003 in connection with the proposed partial change of use of the building. The Owner shall pay the cash-in-lieu of parking payment to the Municipality prior to building permits being issued for

the proposed change of use. The Owner and Municipality agree that the payment is based on the following:

- The parking requirement for the existing use of the building is 23 spaces based on:
 - 17 spaces for the commercial space on the ground floor level (619m² at 1 space required per 37m²), and
 - 6 spaces for the hotel use on the second floor level (6 suites with a total of 6 beds at 1 space required per bed)
 - The proposed partial change of use would convert 211.8m² of commercial space on the ground floor level to a hotel use, changing the parking requirements for the site to 27 spaces, based on:
 - 11 spaces for the reduced commercial space on the ground floor level (407.2m² at 1 space required per 37m²),
 - 10 spaces for the new hotel use on the ground floor level (6 suites with a total of 10 beds at 1 space required per bed), and
 - 6 spaces for the hotel use on the second floor level (6 suites with a total of 6 beds at 1 space required per bed).
 - 16 parking spaces are available on the Lands.
 - The current use of the Lands has an existing deficit of 7 parking spaces.
 - After the proposed partial change of use, the Land's parking space deficit would increase by 4 spaces to a deficit of 11 parking spaces.
 - The number of parking spaces required for the proposed partial change of use is four (4), as Sections 3.29.2 and 3.29.3 of Zoning By-law 1 of 2003 do not require that the Owner make up the existing parking space deficit as a condition of the change of use.
 - The required cash-in-lieu payment is \$52,000 based on 4 spaces at the rate of \$13,000 per parking space per the Municipality's fees by-law.
- (b) The Owner shall ensure the parking spaces on the Lands are prioritized for use by those patrons or occupants making use of the Land's overnight accommodations.
- (c) The Owner acknowledges that the 407.2m² commercial floor area's parking space requirements have been calculated at the retail store use rate of 1 parking space required per 37m² of ground floor area. The Owner further agrees that the Lands will not be used for any use that would constitute an increase in intensity with regards to the parking requirements of the applicable by-laws, unless the Municipality first grants its consent in writing,

by by-law, or by formal amendment to this agreement. Such permission may be subject to such conditions as deemed appropriate by the Municipality at the time.

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) - Engineer deposit clause omitted -
- (b) Prior to the issuance of any building permit, 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 legal deposit being released and the Owner obtaining final occupancy on any permits related to the proposed partial change of use 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:

Devcor Capital Inc.
c/o Gordana Parsons
1770 Argentia Road
Mississauga, ON, L5N 3S7

and in the case of notice given by the
Owner, addressed to:

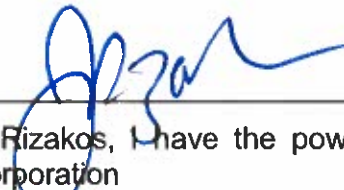
The Municipality of Lambton Shores
R.R. #1,
9575 Port Franks Road
Thedford, ON, N0M 2N0

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:

DEVCOR CAPITAL INC.



 John Rizakos, 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**

Plan 9, Lot 30 and West Part Lot 31 (GB) as in L385750, (former) Village of Grand Bend, Municipality of Lambton Shores, County of Lambton.

(Known as 20 Main Street, Grand Bend)

Schedule "B"**SITE PLAN**

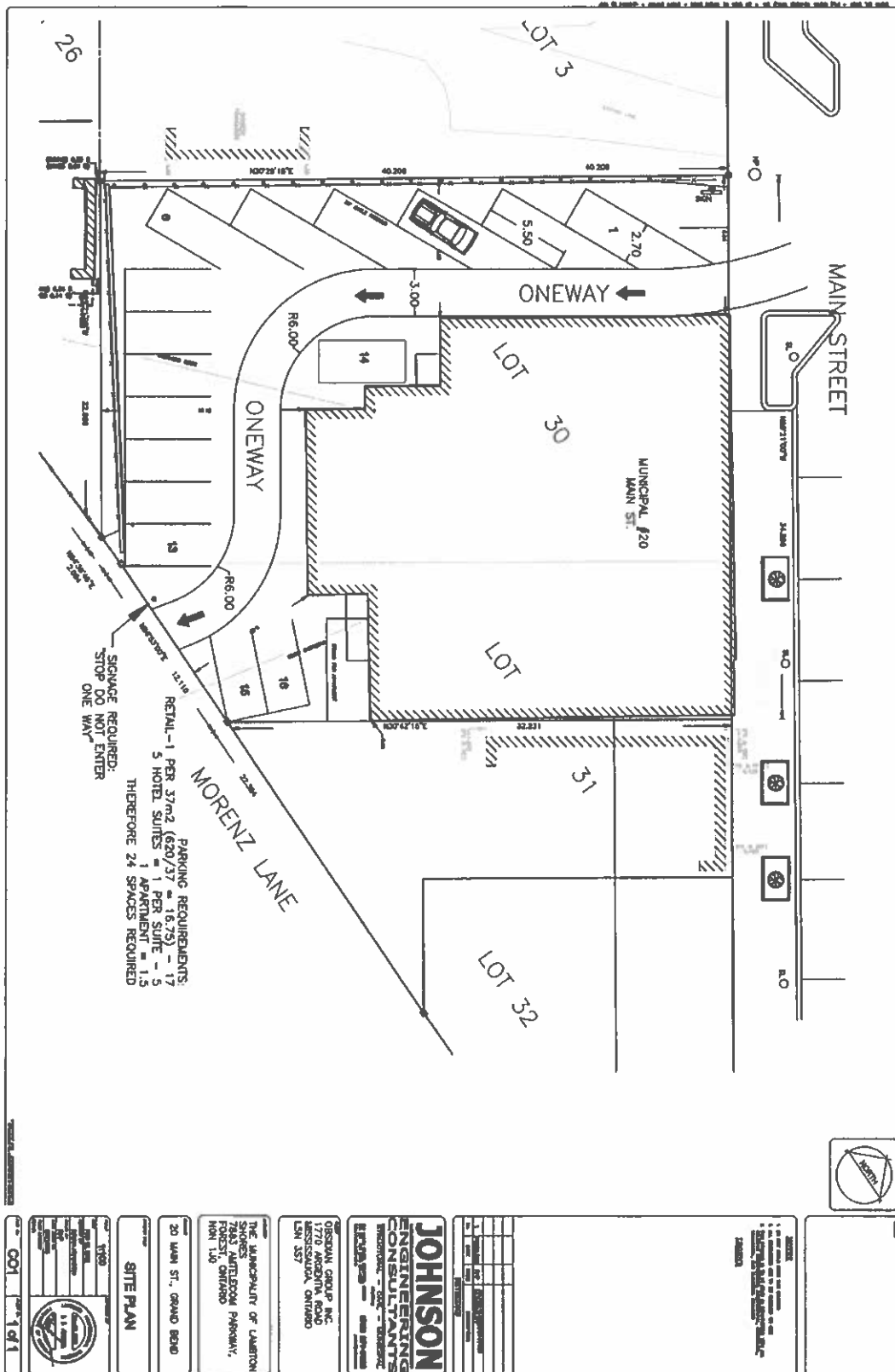
Schedule "B" consists of the following drawings:

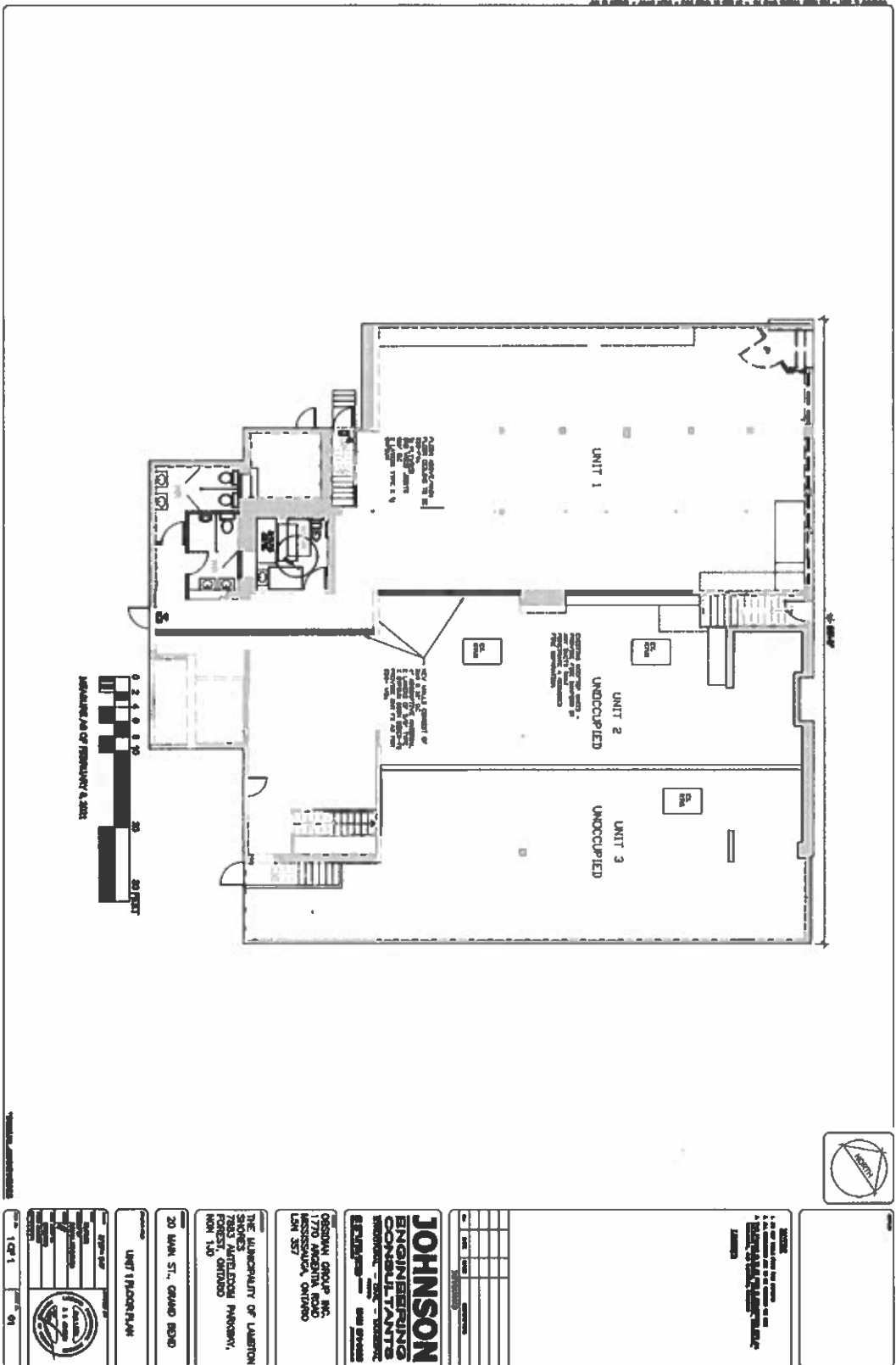
Drawings produced by Johnson Engineering Consultants:

- Site Plan, Drawing 1 of 1, stamped March 29, 2021
- [Existing Main] Unit 1 Floor Plan, Drawing 1 of 1, stamped Sept. 1, 2021
- [Proposed] Main Floor Plan Units 2 & 3, stamped 11/03/2022
- [Existing West Suites] Rooftop Deck Plan, Drawing 1 of 1, dated May 07 2021

Drawing by R Ritz Architect:

- [Existing] East Suite Demolition & Construction Plan, Drawing AP3, stamped Mar 18/21





OBISDIAN GROUP INC
1770 ARGENTIA ROAD
MISSISSAUGA, ONTARIO
L5N 3S7

PROJECT:
20 MAIN ST., GRAND BEND
DWG. TITLE:
MAIN FLOOR PLAN, UNIT 2 & 3



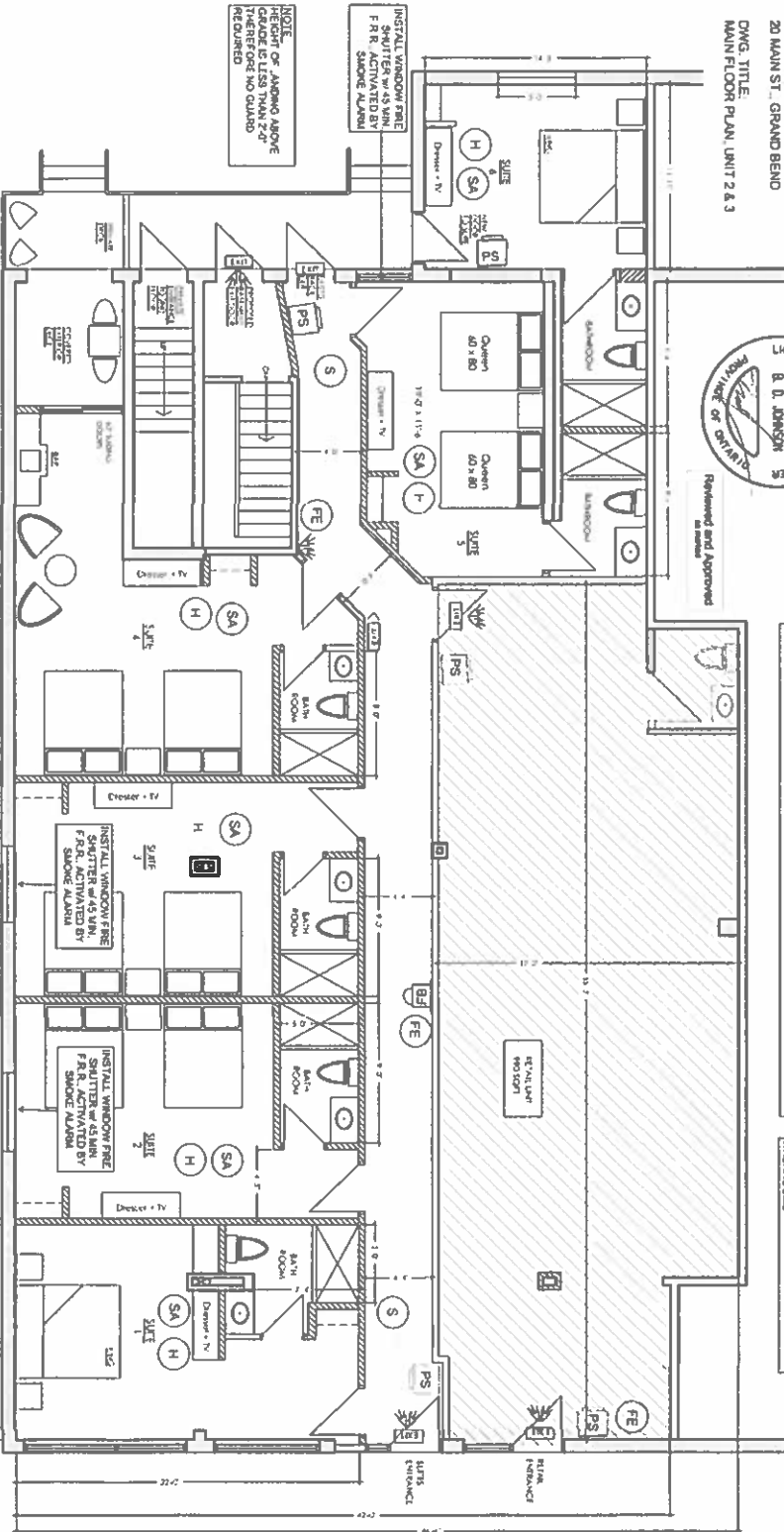
Reviewed and Approved
as shown

NOTES:
1. ALL BETWEEN SUITES, SUITES AND LOFT CORRIDORS ARE TO HAVE A FIRE
RESISTANCE RATING OF 1 HOUR AND A STC RATING OF 5, OR HIGHER AS PER SBI-3 WBS
- 3mm x 8mm WOOD STUDS @ 610mm o.c.
- 3mm TRICK-AS-SCOTCH MATERIALS
- 1 LAYER OF 13mm TYPE X GYPSUM BOARD ON RESIDENTIAL METAL CHANNEL, SIDE
- 2 LAYERS OF 13mm TYPE X GYPSUM ON OTHER SIDE

NOTES:
1. ALL DOORS TO BE 30'-10" METAL DOORS
AND BE EQUIPPED WITH A SELF-CLOSING
DEVICE.
2. ROOMING IS TO BE PROVIDED IN ALL
BATHROOMS

NOTE:
HEIGHT OF JAMBINO ABOVE
FLOOR FINISH TO BE
THEREFORE NO GUARD
REQUIRED

INSTALL WINDOW FIRE
SHUTTER w/ 45 MIN.
F.R.R. SMOKE ALARM



EXIT
WALL MOUNTED SELF-POWERED 2
WATT L.E.D. FLASHING MAIN EXIT SIGN
DIRECTIONAL WALL MOUNTED SELF-POWERED
2 WATT L.E.D. FLASHING MAIN EXIT SIGN

RELOCATE EXISTING LIGHT HEADS ON 3 WATT, 12 VOLT,
DOWNWARD FACING DOWNWARD FACING DOWNWARD
INDICATED - STANDARD MODEL, MD12VW1W1W1W1W1W1
WIRED TO BATTERY SPECIFIED

S SMOKE DETECTOR
SA SMOKE ALARM (CONNECTED TO FIRE ALARM)
H HEAT DETECTOR (CONNECTED TO FIRE ALARM)

FE FIRE ALARM BELL CHIME & STROBE
PS PULL STATION
FE FIRE EXTINGUISHER

MAIN STREET

