

**THIS AGREEMENT** made this 27<sup>th</sup> day of February, 2024

**BETWEEN: GOLD LEAF PROPERTIES INC.**

(Hereinafter called the "Owner")

**OF THE FIRST PART**

AND

**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;

**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:

<u>Schedules</u>	<u>Description</u>
"A"	- being a legal description of the land affected hereinafter referred to as the "Lands".
"B"	- being a set of plans, 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".

"C" - being a plan showing the approximate location of a future public walking trail.

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, subject to minor alteration or variation that has received the approval of the Municipal Engineer. Any item or feature which is not specifically shown on the Schedules or described in this Agreement may be deemed to be prohibited and may 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 driveway 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 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.

(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**

The Owner shall provide landscaping and plant trees on the "lands" as shown in Schedule "B". Except as provided for in Section 3 c) ii) of this agreement. 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

without its prior approval. No underground sprinkler systems shall be located on the Municipality'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 on the "Lands" unless it is within an area specifically designated for such purposes and shown on Schedule "B", the "Site Plan". Garbage shall be stored within buildings or appropriate bins. Garbage shall not be placed at the edge of the travelled portion of the municipal road for garbage pickup until the regular municipal garbage pickup day or the preceding evening.

(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 Schedule "B", and as per the Municipality of Lambton Shores Engineering Standards and Specifications.
- (ii) Except as provided in the drawings and plans attached as Schedule "B", 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 the Schedules. No alterations shall be made unless they are minor and receive the prior approval of the Municipal Director of Community Services.
- (ix) Where this agreement requires that the Owner decommission a municipal water and/or sewer connection, such work shall be coordinated with the Municipality and completed in accordance with Municipal standards with a Municipal inspector or designate on site. Only contractors given prior approval by the Municipality shall decommission a water connection.

### 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) Subject to section 3 (c) ii), 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 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, other than 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 aforementioned security funds 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 security. 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**

##### **work on municipal lands**

- (a) The Owner shall make improvements to Municipal infrastructure on Municipal lands (and lands conveyed as road widenings to the Municipality) as shown on Schedule “B”, including but necessarily limited to:
  - i) Extending the east curb on Argyle St south to the new entrance;
  - ii) Widening the road surface on Argyle St south to the new entrance;
  - iii) Installing a public side walk along the east side of Argyle St from Clyde St south to the new entrance; and
  - iv) Making alterations to the sidewalk apron and curb at the northwest corner of the Argyle and Clyde St intersection, opposite the new side walk.

##### **record of site conditions and excess soils**

- (b) No building permits shall be issued until a record of site conditions has been registered on the portion of the property north of the surveyed line shown on drawings in Schedule “B” to this agreement (the “RSC Boundary”). The record of site conditions must show that portion of the Lands meets applicable standards for residential use.
- (c) The portion of the Lands south of the RSC Boundary shall not be used as a lawn or any kind of amenity or accessory space to the residential use. This area may be used only for walking trails as described in this agreement, for naturalization, or for the preservation, maintenance, or enhancement of existing vegetation and natural heritage features.
- (d) No fill from the south side of the RSC Boundary shall be moved to or used on the north side of the Surveyed Line. No fill from the north side of the RSC Boundary shall be stockpiled on the south side of the RSC Boundary. All excess fill shall be disposed of off-site in accordance with applicable regulations and standards.

#### **lands for municipal purposes**

- (e) The Owner shall convey to the Municipality, at no cost to the Municipality, and free of all encumbrances:
  - i) Road widenings along Clyde and Argyle Streets as shown on Schedule “B”, and
  - ii) An easement for a public walking trail as shown on Schedule “C”.

Upon receipt of title to the road widenings, the Municipality agrees to pass a by-law to dedicate the road widenings as public highways. The Owner shall pay for survey and legal fees related to conveyance of the lands and easement and registration of the road dedication by-law. No building shall be granted final occupancy on the Lands until the road widenings and easement have been conveyed and the road dedication by-law has been registered on title, unless a security in an amount satisfactory to the Municipality is first provided for completion of these requirements.

#### **public walking trail easement**

- (f) The Owner and Municipal staff agree that the centreline of the public walking trail shall be as flagged on site by the Owner and Municipal staff on February 9, 2024, with the exception that the walking trail may turn off and cross into the municipally-owned lands at a point further south than flagged. This change in location shall be subject to further discussion between the Owner and Municipal staff, both acting in good faith. The approximate centreline of the

walking trail as flagged on site is shown in Schedule "C" to this agreement. The easement for the public walking trail shall be centred on the centreline of the walking trail as finally determined, be 4.5m wide, be described as a part on a reference plan, and marked on site with survey stakes.

- (g) The Municipality, in consultation with the Owner, will draft the terms of the easement that are to be registered on title. The Municipality will have the right to install and maintain a public walking trail within the easement. No public access will be permitted unless and until a public walking trail is physically installed. The Municipality will be responsible for all costs associated with installing and maintaining the public walking trail, including obtaining any required approvals or permits. The Municipality will take all reasonable measures to prevent inappropriate uses of the public walking trail by the public including by unauthorized motorized vehicles. The Municipality will assume all liability associated with use of the walking trail by the public and will maintain an insurance policy, listing the Owner as additionally insured. The Municipality will not install any resting areas within the easement. The Municipality will employ such measures as it deems reasonable to address security and nuisance issues as they may arise in relation to the public walking trail within the easement. If either the Municipality or the Owner wish to install a barrier or other delineating feature to identify the boundary of either side of the easement, the details must be mutually agreed to by both parties. Once the public walking trail has been installed, the Owner may install and maintain a connecting trail or trails from their development to the public walking trail in consultation with the Municipality.
- (h) The Municipality agrees to accept the easement for a walking trail and the Owner's payment of the associated survey and legal fees in lieu of the dedication of parkland or payment of cash-in-lieu that the Municipality is permitted under the *Planning Act*.

#### **geotechnical report**

- (i) The Owner shall submit an update of the geotechnical investigation completed by ASF Associated Inc, dated June 2, 2022 before any building permit is issued. The geotechnical investigation shall be updated to reflect changes in the proposed site plan compared to the initial draft of the report and to add pavement details to the satisfaction of the Municipality.

#### **natural heritage**

- (j) The area identified on Schedule "B" for "naturalized seeding" and by the "proposed limit of naturalized area" shall be seeded with a natural grass seed mixture and may also be planted with native shrubs. Once seeded, and other

than any necessary weed control, the area shall be left to the process of natural succession. The implementation of the requirements in this clause shall be guided by the methods described in a April 2023 Environmental Impact Study (Project 2658) completed respecting the lands by Natural resource Solutions Inc.

### **landscaping**

- (k) This agreement requires landscaping along the Clyde St property line as shown in drawings L1 and L2 of Schedule "B" for the purpose of the aesthetics of the development as viewed from Clyde St. The Municipality will approve alternate landscaping details if proposed by the Owner and if the alternate landscaping accomplishes the same purpose and is of similar quality.

### 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. For greater certainty, the Owner is under no obligation to install or maintain the public walking trail within the easement granted to the Municipality.

### 6. **COMPLETION**

If the development proposed in this Agreement is not carried out and completed in accordance with this Agreement within three (3) years of the date of the execution of this Agreement, the Agreement shall lapse, and the Agreement shall be null and void. Any deposits provided 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 streets 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 as otherwise 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) Prior to the issuance of any building permit, the Owner shall deposit with the Municipality the sum of \$4,000.00 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 deposit. Any unused deposit 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 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 on title of this agreement.
- (c) Prior to the issuance of any building permit, the Owner shall deposit with the Municipality a security in the form of a certified cheque or Letter of Credit, equal to 100% of the value (including H.S.T.) of the work to be done on the Municipality's property, including landscaping, and restoration work. The Owner's consultant shall provide an estimate of the cost of the works to be approved by the Municipality.

## 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 it 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, its 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.

- (c) The Owner or its contractor shall, at its own expense, obtain and lodge with the Municipality a certificate of insurance satisfactory to the Municipality indemnifying the Municipality and the Owner with cross liability endorsement, against any claim for public liability, personal injury, including death, or property damage to limits of \$5,000,000, inclusive for any one accident arising in any way out of the construction, installation, repair or maintenance of the works and services required herein to be done. The said policy shall not be subject to lapse or cancellation without thirty days prior written notice to the Municipality. The Owner or its contractor shall, at its own expense, maintain the said policy of insurance in full force and effect until the works required on Schedule "B" are complete. Failure to procure and maintain the said policy of insurance shall constitute a default under this Agreement.
- (d) The Municipality covenants that it will indemnify and save harmless the Owner 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 Owner 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 Municipality, its servants, agents, contractors or subcontractors under them, in respect of the public walkway easement granted to the Municipality by the Owner in Section 4 (f) of this Agreement.

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. The legal deposit shall not be released and final occupancy of any building shall not be permitted until the Owner satisfies the Municipality that this agreement has been registered on title. By signing this agreement, the Owner hereby gives its consent to the Municipality to register this agreement, once executed by both parties, against the "Lands", without the further direction of the Owner being required.
- (b) Pursuant to subsection (11) of Section 41 of the Planning Act, 1990, Section 446 of the Municipal Act applies to any requirements made under clause 2 hereof and to any other requirements made under this Agreement.

12. **CONSTRUCTION**

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.

- (a) The Owner agrees that no closure of a road, parking space or sidewalk and no work that requires the closure of a road, parking space or sidewalk shall occur without the formal permission in writing of the Municipal
- (b) The Owner shall provide 5 business days' notice to the Municipality and obtain the Municipal Engineer's approval prior to commencing any work on Municipal lands, including road allowances. In the case of excavations, they shall be backfilled and compacted and all surfaces shall be restored to existing condition and to the specifications and to the satisfaction of the Municipal Engineer.
- (c) The Owner agrees that hours of construction shall comply with municipal noise by-laws.

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:

Gold Leaf Properties Inc.  
Attn.: Cindy Read  
9644 Townsend Line  
Kerwood, ON N0M 2B0

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

The Municipality of Lambton Shores  
R.R. #1  
9577 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:

**GOLD LEAF PROPERTIES INC.**

\_\_\_\_\_  
Cindy Read, Vice-President  
I have the authority to bind the corporation

**THE CORPORATION OF THE  
MUNICIPALITY OF LAMBTON SHORES**

Authorized by By-law

\_\_\_\_\_  
Doug Cook, Mayor

(SEAL)

\_\_\_\_\_  
Stephanie Troyer-Boyd, Clerk

**SCHEDULE "A"****LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT**

Concession 14, Part Lot 30, Plan 14 South Part Lot 112, Lot 113, South Part Lot 115  
(former) Village of Forest, Municipality of Lambton Shores, County of Lambton.  
(Known Municipally as 5 Argyle Street, Forest.)

**Schedule “B”****SITE PLAN**

The drawings composing Schedule “B” are:

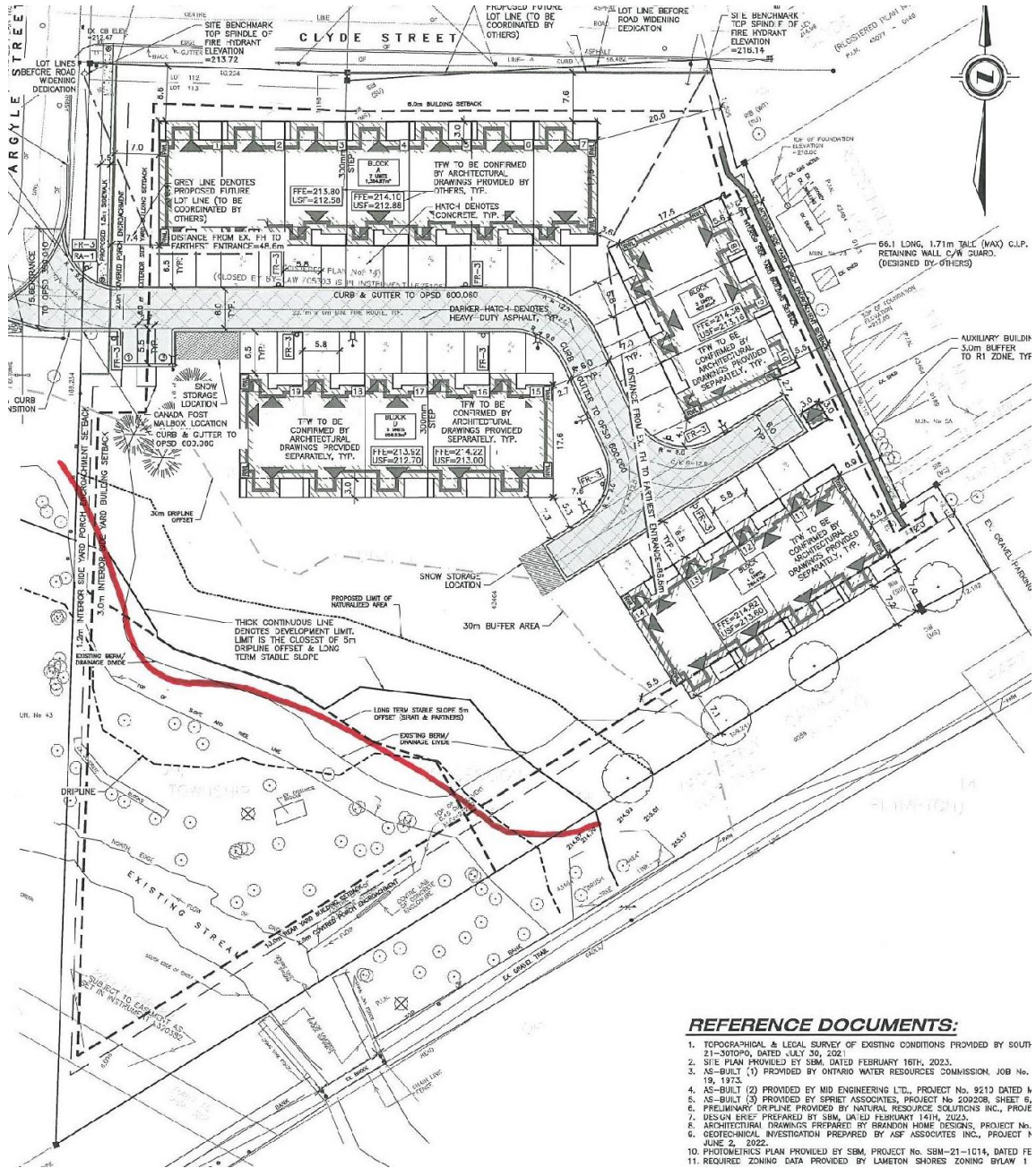
Those drawings produced by R. S. Frouws of Strik Baldinelli Moniz, which are attached hereto and for which electronic copies are on file with the Municipality, being drawings:

- SP1 – Site Plan & Zoning Chart, stamped 2024.02.14
- C1 – Notes and Legends, stamped 2024.02.14
- C2 – Existing Conditions, Removals, and Sediment & Erosion Control Plan, stamped 2024.02.14
- C3 – Site Servicing Plan, stamped 2024.02.14
- C4 – Site Grading Plan, stamped 2024.02.14
- C5.0 – Standard Details, stamped 2024.02.14
- C5.1 – Standard and Waterproofing Details, stamped 2024.02.14
- CF - Cut/Fill Plan, stamped 2024.02.14

Those drawings produced by Dan Weagant, which are attached hereto and for which electronic copies are on file with the Municipality, being drawings:

- L1 – Landscape Plan, stamped Feb 14, 2024
- L2 – Notes, Plant List, and Standard Details, stamped Feb 14, 2024

**Schedule "C"**  
**APPROXIMATE CENTRELINE OF WALKING TRAIL AS FLAGGED ON SITE**  
 (solid red line)



**REFERENCE DOCUMENTS:**

1. TOPOGRAPHICAL & LEGAL SURVEY OF EXISTING CONDITIONS PROVIDED BY SCOUT 21-3070P, DATED JULY 30, 2021
2. SITE PLAN PROVIDED BY SBM, DATED FEBRUARY 16TH, 2023.
3. AS-BUILT (1) PROVIDED BY ONTARIO WATER RESOURCES COMMISSION, JOB No. 19, 1973.
4. AS-BUILT (2) PROVIDED BY MID ENGINEERING LTD., PROJECT No. 9212 DATED 19, 1973.
5. AS-BUILT (3) PROVIDED BY SPRIET ASSOCIATES, PROJECT No. 209208, SHEET 6.
6. PRELIMINARY DRIFLINE PROVIDED BY NATURAL RESOURCE SOLUTIONS INC., PROJECT No. 2022-01-01.
7. DESIGN BRIEF PREPARED BY SBM, DATED FEBRUARY 14TH, 2023.
8. ARCHITECTURAL DRAWINGS PREPARED BY BRANDON HOME DESIGNS, PROJECT No. 2022-01-01.
9. GEOTECHNICAL INVESTIGATION PREPARED BY ASF ASSOCIATES INC., PROJECT No. 2022-01-01.
10. PHOTOGRAMMETRIC PLAN PROVIDED BY SBM, PROJECT No. SBM-21-1014, DATED FEBRUARY 16TH, 2023.
11. REQUIRED ZONING DATA PROVIDED BY LAMETON SHORES ZONING BYLAW 1