



- "A-2" - being a partial copy of Reference Plan 25R-8828, parts of which the Lands are composed.
- "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 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 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.

(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". 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 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:
  - 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 Owner acknowledges that the lands are located within an "MTO Permit Control Area" and regulated under the *Public Transportation and Highway Improvement Act* through the Ministry of Transportation. The Owner shall obtain any permits required by the MTO including, specifically:
- i) Building & Land Use
  - ii) Entrance Permit (Mutual Entrance) – update entrance permit to define the proposed use. Confirmation is required that the adjacent land owner (mutual access participant) agrees to the proposed entrance design/work.
  - iii) Sign
  - iv) Encroachment – for any/each service connection within the Highway 21 property limit
- (b) The site shall operate as identified in the Traffic Assessment prepared by F.R. Berry & Associates dated March 2, 2021. Any expansion or enhancement to the site/development will require additional MTO review, approval and permits.
- (c) The Owner agrees that at no time, either during or after construction, shall any vehicle remain standing, idle, or stationary within MTO property limits for any purpose, including but not limited to the loading or unloading of service, delivery or construction vehicles, equipment, etc.
- (d) In addition to the requirement to install landscaping in section 2 d) of this agreement, in lieu of a planting strip, the Owner shall maintain the existing trees and vegetation along the southeasterly side lot line as shown on the Landscape Plan in Schedule "B".

- (e) The Owner shall install a water meter pit near the front of the Lands as shown on Schedule "B".
- (f) The Owner shall install and maintain a shared driveway pursuant to the right-of-way the Lands have over the adjacent lands. Such shared entrance may be reconfigured to accommodate the development of adjacent lands subject to relevant MTO approvals and the adjacent land owner satisfying any Municipal requirements including, if applicable, entering into a site plan agreement for the adjacent lands.

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 \$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 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 release of any security held for the purpose, 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:

M & J DeJong Enterprises Inc.  
9869 Leonard St, RR 2  
Grand Bend, ON  
N0M 1T0

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:

**M & J DEJONG ENTERPRISES INC.**

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Matt DeJong – I have the power to bind  
the corporation

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Julie DeJong – I have the power to bind  
the corporation

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

Authorized by By-law

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Bill Weber, Mayor

(SEAL)

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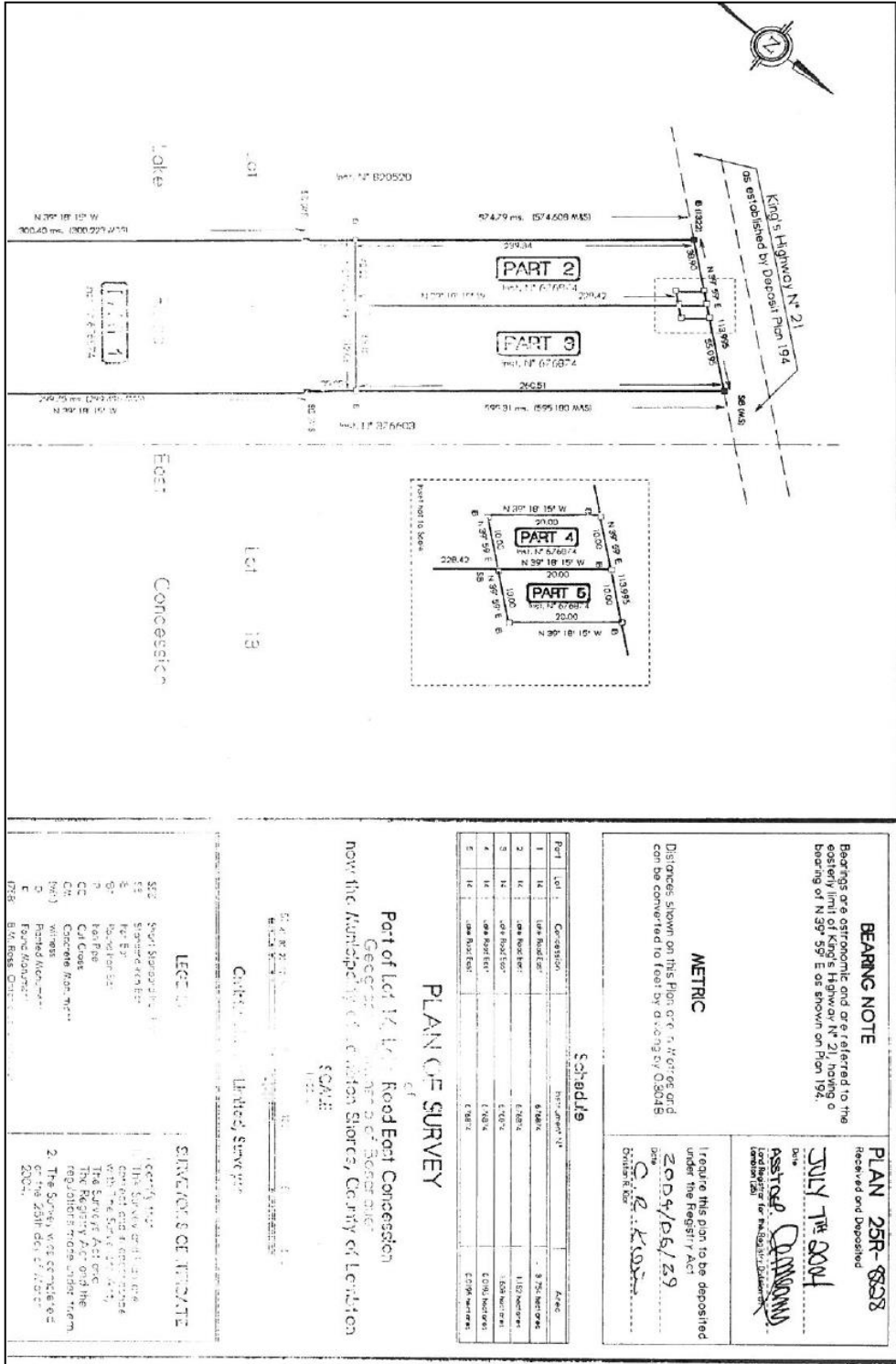
Stephanie Troyer-Boyd, Clerk

**SCHEDULE "A-1"****LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT**

Part of Lot 14, Lake Road East Concession, geographic Township of (former) Bosanquet, now in the Municipality of Lambton Shores, County of Lambton, being Parts 2 and 4 on Reference Plan 25R-8828 together with a right-of-way over Part 5 on Reference Plan 25R-8828, and reserving an easement right-of-way over Part 4 on Reference Plan 25R-8828 for the benefit of the owners and occupants of land designated as Parts 3 and 5 on Reference Plan 25R-8828, their successors and assigns.

(Known Municipally as 10005 Lakeshore Road.)

## SCHEDULE "A-2" REFERENCE PLAN 25R-8828



**Schedule “B”****SITE PLAN**

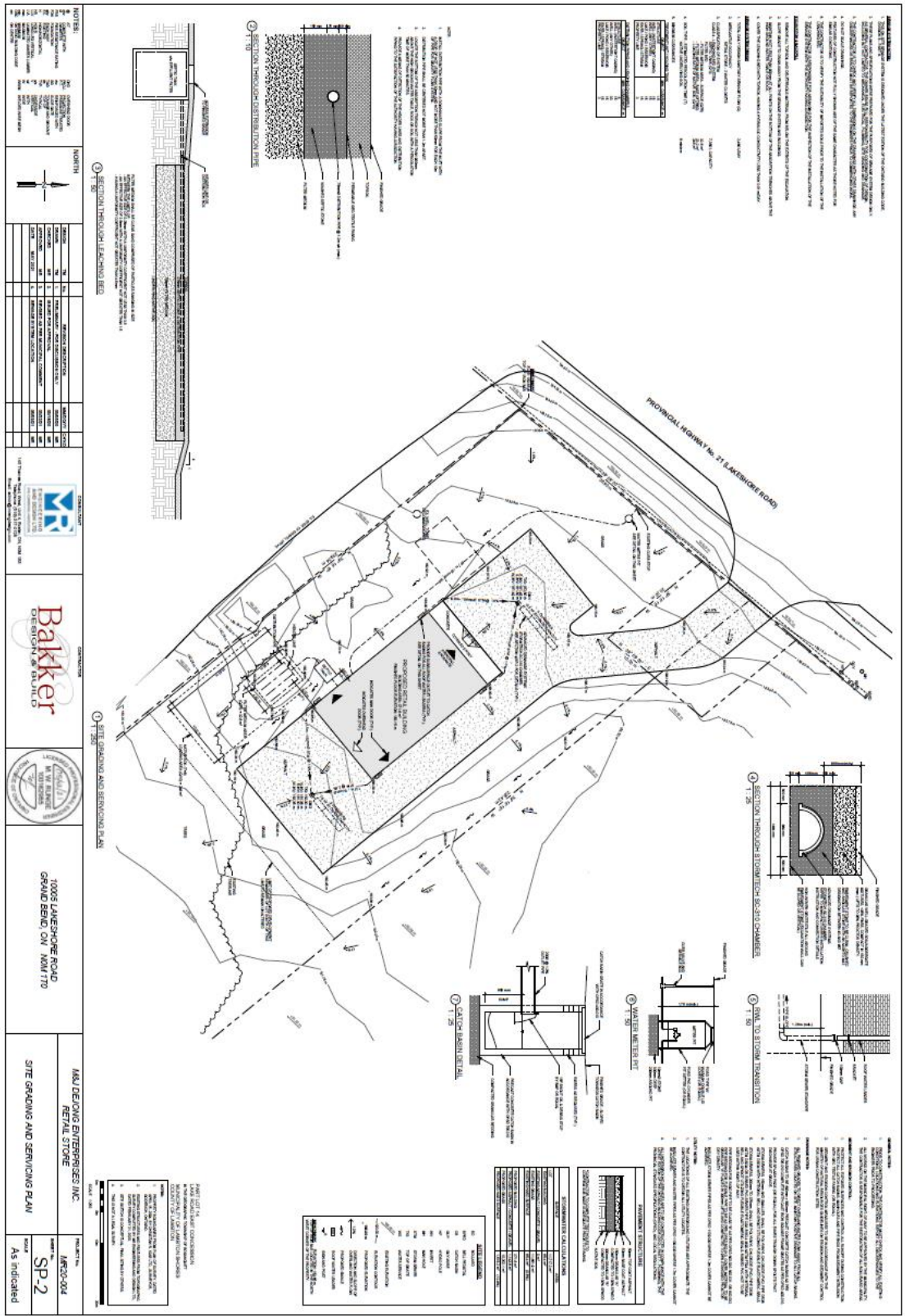
The Site Plan Consists of the Following Drawings Produced by M R Engineering and Design Ltd:

- Site Plan – Drawing SP-1 – stamped May 3, 2021
- Site Grading and Servicing Plan – Drawing SP-2 – stamped May 3, 2021
- Stormwater Catchment Areas – Drawing C-1 – stamped March 22, 2021

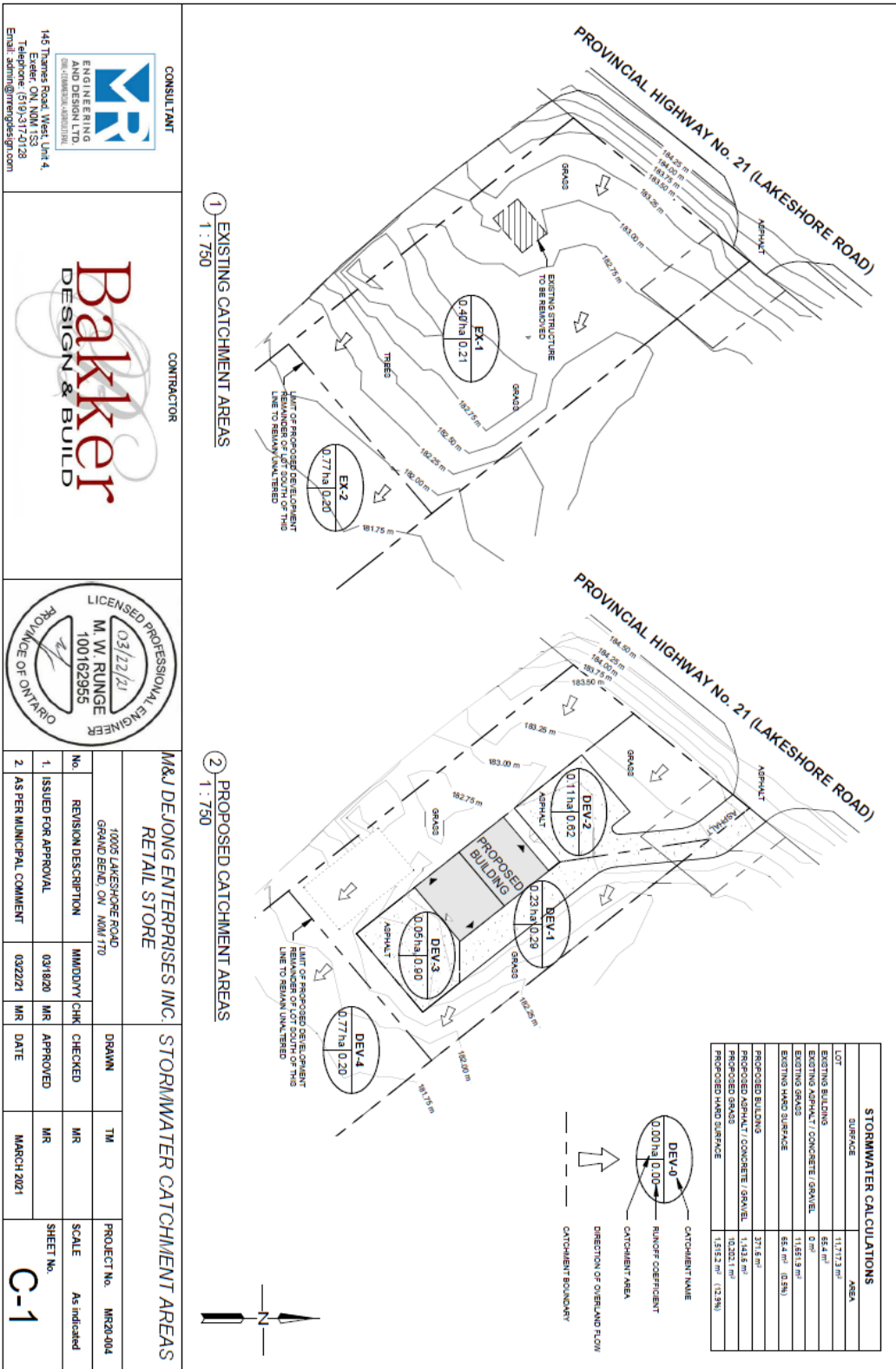
and also:

- the Landscape Plan





<b>NOTES:</b> 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES AND STRUCTURES, AND THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH, REGULATIONS FOR THE CONTROL OF POLLUTION. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. 4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. 6. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. 7. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL CONSTRUCTION ACTIVITIES AND SUBMIT THEM TO THE ENGINEER UPON COMPLETION. 8. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. 9. ALL FINISHES SHALL BE AS SHOWN ON THE DRAWINGS. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.	
<b>GENERAL NOTES:</b> 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. 3. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. 5. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. 6. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL CONSTRUCTION ACTIVITIES AND SUBMIT THEM TO THE ENGINEER UPON COMPLETION. 7. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. 8. ALL FINISHES SHALL BE AS SHOWN ON THE DRAWINGS. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.	
<b>REVISIONS:</b> NO. DATE BY DESCRIPTION 1 01/15/2024 JLD Initial Design 2 02/10/2024 JLD Final Design 3 03/05/2024 JLD Final Design	
<b>PROJECT INFORMATION:</b> PROJECT NO. 2024-001 SHEET NO. 14 OF 18 DATE: 03/05/2024 DRAWN BY: JLD CHECKED BY: JLD APPROVED BY: JLD	
<b>CLIENT INFORMATION:</b> 1005 LAKESHORE ROAD GRAND BEND, ON M4M 1T0	
<b>DESIGNER INFORMATION:</b> BAKER DESIGN & BUILD 1005 LAKESHORE ROAD GRAND BEND, ON M4M 1T0 TEL: (905) 881-1111 WWW.BAKERDESIGN.COM	
<b>ENGINEER INFORMATION:</b> M&J DESIGN ENGINEERS INC. REG. P. ENG. CIVIL 1005 LAKESHORE ROAD GRAND BEND, ON M4M 1T0 TEL: (905) 881-1111 WWW.MANDJDESIGN.COM	
<b>SCALE:</b> AS INDICATED SP-2	



**STORMWATER CALCULATIONS**

SURFACE	AREA
LOT	11,773 m <sup>2</sup>
EXISTING BUILDING	85.4 m <sup>2</sup>
EXISTING ASPHALT / CONCRETE / GRAVEL	0 m <sup>2</sup>
EXISTING GRASS	11,851.9 m <sup>2</sup>
EXISTING HARD SURFACE	85.4 m <sup>2</sup> (0.8%)
PROPOSED BUILDING	271.8 m <sup>2</sup>
PROPOSED ASPHALT / CONCRETE / GRAVEL	1,143.5 m <sup>2</sup>
PROPOSED GRASS	10,221.7 m <sup>2</sup>
PROPOSED HARD SURFACE	1,512.2 m <sup>2</sup> (12.8%)

<b>CONSULTANT</b> ENGINEERING AND DESIGN LTD. <small>(ON-COMMERCIAL-CORPORATE)</small>		<b>CONTRACTOR</b> <b>Bakker</b> DESIGN & BUILD	
145 Thames Road, West, Unit 4, Exeter, ON, N6M 1S3 Telephone: (519) 317-0128 Email: admin@mrvengdesign.com		LICENSED PROFESSIONAL ENGINEER M. W. RUNGE 100162955 03/12/21 PROVINCE OF ONTARIO	
<b>M&amp;J DEJONG ENTERPRISES INC. RETAIL STORE</b>		<b>STORMWATER CATCHMENT AREAS</b>	
No.	REVISION DESCRIPTION	DRAWN	TM
1.	ISSUED FOR APPROVAL	MMIDDY	MR
2.	AS PER MUNICIPAL COMMENT	MR	MR
	DATE		DATE
			MARCH 2021
		PROJECT No.	MR20-004
		SCALE	As indicated
		SHEET No.	C-1

