

Appendix B

Properties

PIN 75178 - 0511 LT

Description PART BLOCK 'A' PL 432 DESIGNATED AS PARTS 8 & 9 PL 12R25287; SUBJECT TO AN EASEMENT IN GROSS OVER PART 8 PL 12R25287 AS IN CE362189; TOWN OF KINGSVILLE

Address 106 WIGLE
 KINGSVILLE

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF KINGSVILLE

Address for Service 2021 Division Rd. N.
 Kingsville, Ontario
 N9Y 2Y9

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Robert Brown, Manager of Planning and Development Services.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Shawna Diane Martindale	22 Queens Ave Leamington N8H 3G8	acting for Applicant(s)	Signed	2019 10 29
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Tel 519-326-4415

Fax 519-326-1844

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

PMHS Law Office	22 Queens Ave Leamington N8H 3G8	2019 10 29
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Tel 519-326-4415

Fax 519-326-1844

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Applicant Client File Number : 19-1447



SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this 12th day of August 2019.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Corporation",

OF THE FIRST PART

-and-

1552842 ONTARIO LTD.

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owners is the registered owners of land described as Part of Blk. A, Plan 432, Parts 8 & 9, RP 12R 25287 and further known as 106 Wigle Avenue, in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

AND WHEREAS the Corporation has enacted a by-law being a By-law to establish site plan control in the Town of Kingsville pursuant to the provisions of Section 41(2) of the Planning Act, R.S.O. 1990, c.P.13;

AND WHEREAS the existing Site Plan Agreement approved May 28, 2018 is replaced in its entirety with this agreement dated August 12, 2019;

AND WHEREAS development of the subject lands is subject to site plan control as provided for in the By-law;

AND WHEREAS as a condition of the approval of a building permit for the said lands the Corporation and the Owners must enter into this Agreement;

GENERAL

1. (a) **Covenant** - The Owners covenant and agree to build, provide and maintain for the life of the development at the Owners' entire expense and to the Corporation's entire satisfaction all landscaping, buildings, parking facilities, lot grading, garbage and central storage areas, storm water management systems, rate of flow monitoring, lighting and other related items in compliance with relevant legislation and in accordance with drawings attached hereto as Schedule "A-2019" approved and on file in the office of the Clerk of the Corporation. The Owners agree that all development shall be in compliance with the relevant zoning provisions and in accordance with the Corporation's Development Standards Manual, as amended from time to time.

(b) **Name & Address of Corporation**
The Corporation of the Town of Kingsville
Attention: Corporation Solicitor
2021 Division Road North
Kingsville, Ontario N9Y 2Y9

(c) **Name & Address of Owners**
1552842 Ontario Ltd.
50 Main St., East
Kingsville, ON
N9Y 1A2

(d) Approval Date – August 12, 2019

SCHEDULES ATTACHED:

2. Hereinafter referred to as Schedule “A-2019” and forming part of this agreement:

SCHEDULE ‘A-2019’ - Site Plan (Prepared by: Baird AE Architecture & Engineering Ltd. and Dated & Signed July 2, 2019)

A large format plan, attached hereto as Schedule ‘A-2019’, are available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

LOT GRADING PLAN

3. (a) **Lot Grading Plan** - The Owners further agree to submit to the satisfaction of the Corporation’s Chief Building Official, Ministry of Transportation (MTO), where applicable and Essex Region Conservation Authority (ERCA) in regulated areas throughout, a lot grading plan designed and executed under the seal of an engineer licenced under the *Professional Engineers Act* R.S.O. 1990, c. P.28, as amended (“Engineer”) for the subject lands for the Corporation’s consideration prior to the issuance of any building permits or construction permits for the subject lands. The Owner shall ensure that the site drainage shall not affect adjacent properties.

(b) **Ontario Land Surveyor** - The Owners also agree to have the approved elevation as per this lot grading plan verified by a land surveyor licensed under the *Surveyors Act* R.S.O. 1990, c. S.29, as amended, at the following stages of construction:

- (a) Prior to the pouring of footings (top of forms elevation); and
- (b) Following completion of construction.

(c) **Deviation** - Where the finished grade of the subject lands deviates from the original lot grading plan presented to and accepted by the Corporation’s Chief Building Official, MTO, where applicable and ERCA in regulated areas throughout, the Owner shall submit a new lot grading plan under the seal of an Engineer and to the satisfaction of the said Chief Building Official, MTO and ERCA or re-grade the lands to the elevations indicated on the original lot grading plan.

SIGNS

4. a) **Signs** - Compliance with Approved Drawings - The Owners further agree to submit a signage plan to the Corporation’s Manager of Planning Services for their approval prior to the issuance of a construction permit. Said signage plan shall include the design, size and location of all existing or proposed signs erected or located on or to be erected or located on the subject lands. In addition, this signage

plan shall outline any lighting details and landscaping features associated with any signage.

b) **Traffic Signage** - Prior to construction, the Owners agree to provide on-site traffic and parking signage and pavement markings to the satisfaction of the Corporation (and/or the County of Essex, where applicable) and as detailed on Schedule "A-2019".

DIRT AND DEBRIS

5. **Dirt and Debris** - The Owners further agree to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction and ongoing operation on the subject lands. The Owners further agree to, within twenty-four (24) hours of being notified and instructed by the Corporation and/or County of Essex to do so, clean-up the streets adjacent to the subject lands and/or take dust control measures at the Owners' entire expense, failing which, the Corporation and/or County of Essex may carry out or cause to have carried out the said work at the entire expense of the Owners.

REPAIR OF HIGHWAY

6. **Repair of Highway** - The Owners further agree that any curbs, gutters, pavements, sidewalks or landscaped areas on the public highway which are damaged during the construction and maintenance period shall be restored by the Owners at the Owners' entire expense and to the satisfaction of the Corporation and/or County of Essex and/or Ministry of Transportation.

DRIVEWAY APPROACHES AND PARKING AREAS

7. (a) **Driveways** - The Owners further agree to improve the existing driveway approach in such manner, widths and location as approved by the Corporation and as detailed on Schedule "A-2019". If there are changes to the existing shared access to the property an access permit will be required for a new access from the County and the portion of the access that is within the County right-of-way shall be improved with a hard surface and designed in accordance with the applicable County access design standards.

(b) **Surfacing** - The Owners further agree that any portion of the internal driveway aisles and parking areas are to be surfaced as shown on Schedule "A-2019".

PERMITS

8. **Permits** - The Owners further agree to obtain the necessary access or other permit for any new driveway approaches, sewer taps, drain taps, or curb cuts from the Corporation and/or County of Essex, prior to the commencement of any construction on or adjacent to the public highway.

LIGHTING

9. **Lighting** - The Owners further agree to provide all lighting of any parking area and/or building(s) located on the subject lands. Lights used for illumination shall be designed to full cut-off standards and shall be arranged as to divert the light away from adjacent roadways and properties and minimize impact on the night sky. All exterior lighting shown shall be designed to eliminate glare and reflection from the surfaces on which any lighting is mounted. The Owners further agree that any future proposed changes to lighting of the subject lands shall require the approval of the Corporation and may require an amendment to this Agreement.
10. **Interior Lighting** - The Owners further agree to use of modern technologies on the interior of all buildings to reduce light pollution and minimize the impact on the night sky to divert lighting from adjacent roadways and properties.

PARKING

11. **Parking** - The Owners further agree to provide adequate on-site parking for the proposed buildings in accordance with the Corporation's Zoning By-law, as amended, and as shown Schedule "A-2019".

GARBAGE, WASTE AND CENTRAL STORAGE FACILITIES

12. (a) **General** – The Owners covenant and agree that no waste as defined in the *Environmental Protection Act*, or any regulations passed thereunder, may be deposited or stored on the subject lands except as approved by the Corporation's Chief Building Official in accordance with the diagrams attached hereto as Schedule "A-2019" and forming part of this Agreement.

(b) **Storage** – The Owners further covenant and agree that no garbage, waste, substance, product, by-product or any other thing (hereinafter collectively called the "Waste") shall be stored outside anywhere on the subject lands, save and except for in accordance and compliance with and as shown on Schedule "A-2019".

(c) **Default and Remedy** – The Owners further agree that any Waste deposited or stored:

- i. in an area other than those specific areas shown in Schedule "A-2019" for the storage of same;
- ii. without obtaining and providing to the Corporation a Certificate of Approval;
- iii. in contravention of any legislation; or
- iv. in contravention of this Site Plan Agreement;

shall be removed from the subject lands by the Owners at the entire expense of the Owners. The Owners further agree that if the Owners fail to remove this Waste within 10 days of having received written notice from the Corporation to do so, the Owners agree that the Corporation, its agents, servants, workmen or employees may enter upon the subject lands and remove the Waste; the cost of which shall be recovered by the Corporation out of the Performance Securities contemplated in this Agreement, and any additional costs incurred by the Corporation in excess of the said securities shall constitute a debt owing by the Owners to the Corporation and the Corporation may add such debt to the tax roll of the subject lands and collect and enforce them in the same manner as taxes.

LANDSCAPING

13. (a) **Landscaping**- The Owners further agree to provide for landscaping as designed and depicted on the Site Plan as approved by the Manager of Planning Services for the Corporation.
- (b) **Installation and Maintenance** - The Owners further agree to install and maintain all landscaping features in accordance with the approved Site Plan and in a manner satisfactory to the Manager of Planning Services.
- (c) **Undeveloped Lands** - In the event that the subject lands are to be developed in phases the Owners further agree to grade and seed or crop, to the satisfaction of the Manager of Planning Services, all vacant lands that are not developed within one (1) year of the issuance of the construction permit for the initial phase of the development.

STORM WATER MANAGEMENT

14. (a) Consulting Engineer - Prior to the issuance of a building permit, the Owners further agree to retain a consulting engineer for the design and preparation of drawings for an internal storm water management system to service the subject lands. Such drawings shall be satisfactory to the Corporation's Director of Municipal Services and Ministry of Transportation, if applicable.
- (b) Construction and Maintenance - Upon approval of the drawings by the Corporation's Director of Municipal Services, Chief Building Official, Ministry of Transportation, if applicable, and the Owners further agree to construct and maintain, at the Owners' entire expense, the storm water management system in accordance with the approved drawings and to the satisfaction of the Chief Building Official prior to the issuance of a building permit. Under no circumstance will a building permit be issued for construction until such time as the approved storm water management system has been constructed and is fully functional or a temporary approved storm water management system has been implemented, both to the satisfaction of the Town.
- (c) Undeveloped Lands - The Owners further agree to maintain, grade and keep groomed any undeveloped portions of the subject lands and that any changes to the surface material, grade or use of undeveloped lands shall require a review of the approved Storm Water Management System and will require an amendment to the site plan.
- (d) Shared Pond - The Owners further agree to undertake all necessary approvals related to the joint usage of the storm water management pond including any required MOECC review and approval.
15. Storm water Management (abutting lands) - That the Owners agree to insure that storm water run-off is properly managed along the edge of the storm water management pond where it is in close proximity to adjacent lots and that storm water flows on those abutting lots are not negatively impacted.

EXISTING WATERCOURSES AND NATURAL LAND DRAINAGE

16. Existing Watercourses and Natural Land Drainage - The Owners further agree that no natural watercourse shall be blocked, abandoned or otherwise altered during the course of construction of the development unless approved by the Corporation and that no natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

DEVELOPMENT CHARGES

17. Development Charges - The Owners agree to pay to the Corporation on the issuance of a building permit, the appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

POSTPONEMENT AND SUBORDINATIONS

18. Postponement and Subordination - The Owners covenant and agree, at its entire expense, to obtain and register, from its mortgagees and/or encumbrancers, such documentation as may be deemed necessary by the Corporation to postpone and subordinate the interest of said mortgagees and/or encumbrancers in the subject lands to the interest of the Corporation to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the subject lands.

FINANCIAL SECURITY

19. (a) **Performance Security** - The Owners further agree to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$20,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 19 hereof. No Performance Security shall be released until the Owners have complied fully with its obligations with the provisions of this Agreement.

(b) **Deficiency** - The Owners acknowledge and agree that should there be a deficiency in, or failure to carry out, any work, obligation or matter required by any provision of this Agreement, and the Owners fail to remedy same within 10 days of being given written notice with a direction to carry out such work or matter, the Corporation may draw on the security held and enter onto the property of the Owners and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds of any security held by it.

(c) **Shortfall** - The Owners further acknowledge and agree that, notwithstanding any provision to the contrary in this Agreement specifying the return of security, in the event that the Corporation determines that any return of cash or certified funds held by it would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owners pursuant to this Agreement, the Corporation will not be obliged to return the security held by it until such time as such work is satisfactorily completed or the Corporation has sufficient security to insure that such work will be completed.

COMMENCEMENT/COMPLETION OF WORK/TERMINATION OF AGREEMENT

20. **Commencement/Completion of Work/Termination of Agreement** - The Owners further covenant and agree that the proposed development governed by this Agreement will be commenced within one (1) year from the date of the execution of this Agreement. The Owners further covenant and agrees that all works, buildings, parking, access areas, landscaping, systems and all other required facilities required by this Agreement shall be completed within two (2) years from the date on which the Corporation's Chief Building Official issues a building permit for the said development. If the Owners fail to meet either of the aforesaid deadlines, the Corporation may, at its sole option and on fourteen (14) days written notice to the Owners, declare this Agreement null and void and of no further force and effect. The refund of any monies paid by the Owners pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

CONVEYANCES AND CONTRIBUTIONS

21. (a) **Conveyances and Contributions** - The Owners further agree to gratuitously convey or dedicate, in fee simple and without encumbrance, to the Corporation any land, easement, right of way or otherwise as deemed required by the Corporation, Hydro One, Bell Canada or Union Gas in, through, over and under the subject lands for drainage purposes, sewers, hydro, gas, utilities, water mains and telephone.

(b) **Surveys and Land Descriptions** - In the event that the Owners are required to convey lands, easements, rights of way or otherwise pursuant to this Agreement, then the Owners shall obtain all surveys and land plans or descriptions for lands to be conveyed to the Corporation at the Owners' entire expense.

GENERAL PROVISIONS

22. In addition to the standard site plan agreement requirements the Owners also agree to:
- a) **Fire Department Connections** – all required standpipe and/or hydrant connections must be clearly marked and unobstructed to the satisfaction of the Kingsville Fire Department.
 - b) **Storm water management pond outlet** – an agreement between the Town and Essex Region Conservation Authority is to be established to ensure access to and maintenance of the storm water management pond outlet(s) to the Kraus Drain to the satisfaction of the Authority.
 - c) **Construction Site Maintenance and Debris** – provide appropriate on-site construction waste management for the storage and disposal of construction waste and that at no time is waste allowed to accumulate on the site beyond a reasonable level.
23. **Enforcement and Remedies** – The Owners agree:
- (a) All facilities and matters required by this Agreement shall be provided and maintained by the Owners at the Owners' sole risk and entire expense to the satisfaction of the Corporation and in default thereof the Owners acknowledge that the Corporation, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444 to 446, inclusive, of the Municipal Act, S.O. 2001, c.25 as amended.
 - (b) If the Owners are in default of any matter, obligation or thing required to be done by this Agreement and such default continues for more than 10 days after the Corporation having given written notice to the Owners of same, then in addition to and without limiting other remedies available to it, the Corporation may direct that such matter or thing be done at the entire expense of the Owners and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owners hereby authorize the Corporation to enter upon the subject lands to do such matters or things.
 - (c) Any work done by the Corporation for or on behalf of the Owners or by reason of the Owners not having done the work in the first instance, shall be deemed to be done as agent for the Corporation and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or faults by the Corporation.
24. **Successors and Assigns** - This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.
25. **Enforceability** - If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
26. **Amendments** - This Agreement may be amended at any time with the written consent of the Corporation and the registered Owners of the subject lands at the time of such amendment. This Agreement may be amended to permit further additions by replacing the drawings attached in Schedule "A-2019" on file in the office of the Clerk, upon approval of the Corporation, without the need to alter this text or the registration of any additional material on title. Accordingly, it will be necessary for any new Owner to review drawings on file in the office of the Manager of Planning Services to specifically determine that which is permitted at

any given point in time. Financial securities may be required by the Corporation for any addition permitted by way of amendment to this Agreement.

27. **Extension of Time** – Time shall always be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owners and the Corporation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension granted by the Corporation will be conditional upon the recalculations of all outstanding monies owed to the Corporation by the Owners pursuant to this Agreement.
28. **Registration** - The Owners hereby consent to the registration of this Agreement on the title of the subject lands at the Owners' expense.
29. **Officials** – The Director of Municipal Services, the Chief Building Official, the Corporation Solicitor, the Manager of Municipal Services and the Manager of Planning Services referred to herein are those of the Corporation.

IN WITNESS THEREOF the said parties hereto have duly executed the Site Plan Agreement on the date first written above.

SIGNED SEALED AND DELIVERED

1552842 ONTARIO LTD.

JEREMY TRUAX

THE CORPORATION OF THE TOWN OF
KINGSVILLE

MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

DATE FEB. 28, 2019

MATTHEW J. BAIRD, P. ENG.

DATE	REVISIONS
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FEB. 04, 2019	SUBMITTED TO TOWN FOR APPROVAL
AUGUST 14, 2018	REVISED FOR PERMIT
JULY 2, 2019	PLAN OF CONDO

31 PRINCE STREET SUITE #112
NEW WESTMINSTER
BC V3E 2V2

1000 - 545 FREDERICK STREET,
VANCOUVER, CANADA
V6B 2G6

PROJECT TITLE
106 WIGLE AVE. BUILDING ADDITION
106 WIGLE AVE. TOWN OF KINGSVILLE

SHEET TITLE
SITE PLAN CONTROL OVERALL SITE PLAN

DATE
JULY 2, 2019

SCALE
1:400

DRAWN BY
P.S.
CHECKED BY
M.J.B.

PROJECT NO
17-137

SHEET NO

1

[illegible]

DATE	REVISIONS
FEB 03, 2018	SUBMITTED TO TOWN FOR APPROVAL
AUGUST 16, 2018	ISSUED FOUR PERMIT
JULY 2, 2019	PLAN OF CONDO

 **BAIRD|AE**
architecture + engineering

21 FRANCES STREET SUITE #112
LEAMINGTON, ONTARIO
N0W 2G4

1000 - 287 PELLISSA STREET,
WINDSOR, ONTARIO
N9M 4G4

PROJECT TITLE	106 WIGLE AVE. BUILDING ADDITION
	106 WIGLE AVE. TOWN OF KINGSVILLE
SHEET TITLE	SITE PLAN CONTROL OVERALL SITE PLAN

DATE JULY 2, 2019	PROJECT NO 17-137
SCALE 1:400	
DRAWN BY P.S.	SHEET NO 1
CHECKED BY M.J.B	