

Site Plan Control Agreement

THIS AGREEMENT made this day of , 2015.

BETWEEN:

NATURAL PHARM INDUSTRY INC.

(Hereinafter called the "Owners")

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(Hereinafter called the "Township")

WHEREAS the Owner is the owner of the land described in Schedule "A" hereto (the "Lands") and municipally known as Lot 17, Oak Street, Wingham, Ontario.

AND WHEREAS the Township approved the plans and drawings submitted to the Owner's application on MARCH 10, 2015, subject to certain conditions, including the entering into of an agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13;

AKS

AND WHEREAS subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings

The Owner covenants and agrees that all proposed buildings on the subject property will be located in accordance with the building and structure locations as shown the plans and drawings as set out in Schedule "B".

2. Conditions

The Owner covenants and agrees to satisfy each of the conditions set out in Schedule "C" to this agreement.

3. Fees and Charges

The Owner covenants and agrees to pay the Township the fees and charges set out in Schedule "D" to this Agreement. The Owner will be responsible for any other reasonable and foreseeable charges that may occur as a direct result of this development, provided that it shall not be responsible for any indirect claims for business disruption or loss of profits of third parties arising out of the work.

4. Development Agreement

The owner acknowledges that it will be required to execute a development agreement with the Township of North Huron outlining the requirements for municipal and private servicing of this development. This agreement will include clauses outlining the following:

- a. The extent of municipal and private services to be installed
- b. Requirements for the posting of securities to ensure the installation of those servicing
- c. Requirements for grading, drainage and certification of lot grading.
- d. Provisions for insurance.

5. Securities

In order to guarantee compliance with all conditions contained herein, in addition to the requirements within the development agreement, the Owner covenants and agrees to file with the Township prior or upon execution of this Agreement, a letter of credit in the amount of \$10,000.00. The aforesaid letter of credit shall be in a form approved by the Township, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Township returns the letter of credit. The letter of credit or other security will be released by Township and returned to Owner in accordance with the terms of Schedule "E". The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may

deposit with the Township cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Township as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

6. Compliance with Regulations

All elements of this site and operation will be conducted in strict compliance with all Federal, Provincial, and Municipal requirements and regulations.

7. Required Studies

The Owner will conduct any studies regarding noise and odour levels that may be requirements by relevant legislation.

8. Water and Sewer

The Owner will pay to the Township a connection fee of \$2,500.00 for water and \$3,500.00 for sewer services.

9. Access

Each of the Chief Building Official and representatives of the Police Department and the Fire Department will be allowed access to the premises and buildings three (3) times per year, unannounced during business hours.

10. Minor Adjustments

Minor adjustments to the requirements and provisions of this agreement may be made subject to the approval of the Township provided that the spirit and intent of the agreement are maintained. Such minor adjustments shall not require an amendment to this agreement, however, the written approval of the Township is required before such minor adjustment can be made.

11. Notices

Any notice required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

(a) the Owner at:

*ATTN: Tonino Sampogna
21 Highcrest Road
Caledon, ON L7E 0C2
phone: 519-937-2015*

(b) the Township at:

*ATTN: Sharon Chambers, CAO
Township of North Huron
274 Josephine Street
Box 90
Wingham, ON N0G 2W0
phone: 519-357-3550
fax: 519-357-1110*

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

12. Registration of Agreement

The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay the Township as a result of the registration of any other documents pertaining to this Agreement.

The Owner agrees that it will obtain from any Lender of the Owner, which holds security registered against title to the Lands, the Lender's consent to postpone its security to this Agreement.

13. Termination of Agreement

If the development proposed by this Agreement is not commenced with one (1) year from the date of the execution of this Agreement, the Township may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owner shall not be entitled to any refund of fees, levies or other charges by the Owner pursuant to this Agreement.

14. Enforcement

The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the Municipal Act, 2001.

15. Acknowledgement

The Owner acknowledges that this Site Plan Agreement contains items and agreements that are in excess of what is required under Section 41 of the Planning Act. Regardless, the Owner agrees to compliance with such requirements.

16. Successors and Assigns

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

)

) NATURAL PHARM INDUSTRY INC.

)

)Per: _____

)

)Per: _____

) *I/We have authority to bind the Corporation.*

)

)

)

) THE CORPORATION OF THE TOWNSHIP

) OF NORTH HURON

)

)Per: _____

) Neil Vincent, Reeve

)

) Per: _____

) Kathy Adams, Clerk

) *We have authority to bind the Municipal Corporation.*

Schedule "A"
SUBJECT LANDS

PT PK LT 17, Plan 410, Wingham being Parts 14 & 15, 22R3610, Township of
North Huron, County of Huron

Schedule "B"

APPROVED PLANS AND DRAWINGS

The Owner agrees and covenants to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below referenced municipally-approved plans and drawings:

1.1 SITE PLAN

Identified as Plan No.:

158436

Prepared by:

R.F. DORE SURVEYING LTD.

1.2 ARCHITECTURAL PLAN

Identified as Plan No.:

2015-18

Prepared by:

DAVID JAMES DIEBLE.

1.3 LANDSCAPE SITE PLAN

Identified as Plan No.:

Prepared by:

}

15254

B.M. ROSS &

BURNSIDE STORM

WATER & GRADING

1.4 SITE WORKS

Identified as Plan No.:

Prepared by:

AND AS PER SUBMITTED
DRAWINGS AND SITE PLAN
AGREEMENT.

SCHEDULE "C"
CONDITIONS OF SITE PLAN APPROVAL

The Owner covenants and agrees to:

- **Access facilities:** The Owner shall install and/or replace curbing to the Township's specifications along the relocated entrance, and at all locations shown on the approved drawing. Damage to existing road shall be restored to the Township's satisfaction.
- **Maintenance of facilities and works:** The Owner acknowledges and agrees that its obligations hereunder to construct, install and maintain the works including the replacement or relocation or repair of any of the works which are damaged or altered in connection with the installation of any such infrastructure.
- **Dedications, Utilities and Easements:**
 - The Owner shall obtain written confirmation from the appropriate entities that all public utilities requirements for the Lands, including but not limited to telephone, telecommunications, cable television, electric power, and gas have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost, or obligation on the part of the Township and that all requisite easements have been or will be provided to such entities.
- **Grading and storm water management:**
 - The Owner and subsequent owner of the lands shall provide for and maintain the drainage of surface waters on the Lands in accordance with the Plan No. 15254 as outlined on Schedule "B", to the satisfaction of the Township.
 - The Owner enter into a Site Plan Agreement on the property legally described as PT PK LT 17, Plan 410, Wingham being Parts 14 & 15, 22R3610, Township of North Huron, County of Huron and construct a stormwater management facility on said lands to the satisfaction of the Township of North Huron and the Ministry of Transportation.
 - The Owner shall provide the Township with an Operating and Maintenance manual for the Storm Water Management facility and shall provide documentation of that maintenance to be filed with the Township on or before Feb. 15th of each subsequent year.
- **Surfacing:** Entrance/exit driveways, internal driveways, internal sidewalks or walkways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (concrete, asphalt pavement or similar hard surface).
- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be kept/stored on the subject property and not on any abutting road allowance. Snow is not permitted to be stored underneath the overhead hydro wires which are located along the northern boundary of the subject lands.
- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.
- **Landscaping:** The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Township.
- **Hydro Easement:**

SCHEDULE "D"
FINANCIAL PAYMENTS

The Owner covenants and agrees to pay to the Township, upon execution of this Agreement, the following fees:

1. Legal Fee for the preparation of this Agreement and its Registration;
2. Any outstanding taxes (including arrears, interest and penalties).
3. Engineering Fees for the review of the Site Plan.

SCHEDULE "E"
RELEASE OF SECURITIES

Securities will be released when the building is fully completed and all the site work has been completed as per the Plans and Drawings.

SCHEDULE "F"
POSTPONEMENT OF MORTGAGE

_____, the registered owner of Charge/Mortgage registered as instrument number _____ on _____, 200_, against the Lands described in the Agreement to which this Schedule is attached, hereby postpones the said Charge/Mortgage to the Agreement between The Corporation of the Township of North Huron and _____ to which this Schedule is attached.



