

STAFF REPORT: Planning & Building Services Department



REPORT TO: Council
MEETING DATE: June 22, 2009
REPORT NO.: PL.09.69
SUBJECT: The Cedar Run Corporation – Site Plan Approval
PREPARED BY: David Finbow, Director,
 Planning & Building Services

A. Recommendations

That Council hereby conditionally grants Site Plan Approval to The Cedar Run Corporation subject to the following:

- A. The execution and registration of the Site Plan Agreement; and,
- B. Resolution of outstanding matters with the Grey Sauble Conservation Authority.

B. Background

On January 15, 2007 Council adopted Official Plan Amendment No. 10 and enacted Zoning By-law No. 2007-05 (Addendum "A") to facilitate the use of the lands within Plan 1035 (save for Lot 15) for a Commercial Recreational Use consisting of a Horse Park, up to 300 Commercial Resort Units and 1,300 square metres of accessory commercial retail space. The Zoning By-law for the subject lands permits the following:

"Prior to the removal of the Holding –h symbol, one temporary Horse Show event not to exceed three weeks in a calendar year and with no new permanent building or structures, may be permitted subject to the granting of Site Plan Approval and execution of a Site Plan Agreement by the Town in accordance with Section 41 of the Planning Act."

Earlier this year, the Proponent made application for the above noted Site Plan Approval and the application was reviewed by the Town's Development Review Committee. A number of concerns/issues and questions were identified through this process with the main points as noted below:

- A. Significant works have taken place on site without authorization from the Town with these works potentially impacting the quantity and quality of storm water flows leaving the site.
- B. Significant works have been completed on Town owned lands (unopened

- road allowances). The final disposition of these lands must be addressed prior to the granting of Site Plan Approval.
- C. The proposed 2" dia water service from Grey Road 2 must be provided with a water meter and a listed backflow device.
 - D. The existing access from County Road 2 is a service/farm entrance. Approval from the County of Grey is required for access to the site from County Road 2.
 - E. The Grey Sauble Conservation Authority has issued an Order with respect to the site works and same must be resolved prior to the granting of Site Plan Approval.
 - F. Adequate buffering/screening must be provided from the public right-of-way to the proposed parking, wash and stable areas.

With respect to the items noted, the majority have been addressed either by way of the provision of additional information, clarification or will be by way of the proposed Land Exchange Agreement and/or Site Plan Agreement. With respect to the Site Plan Agreement, it is noted that this Site Plan Approval is for one temporary Horse Show event not to exceed three weeks in a calendar year and with no new permanent buildings or structures. Specific provisions in the Agreement that I draw to Council's attention are:

Section 2

Acknowledgment with respect to what is a Horse Show Event and what is not, and consequently permitted on the lands.

Section 13

- 13.(c) Access from Clark Street
- 13.(d) Access from County Road 2
- Parking and Loading Facilities Parking not authorized on the "Easterly Area"
- 13.(g) Existing grading and drainage, not approved by the Town
- 13.(h) Grading and drainage matters resolved to MOE and GSCA by March 31, 2010
- 13.(k) Termination of the Agreement re Grading and Drainage issues

Section 17

- Clark Street
- Realignment EA and EA Process

With respect to the Grey Sauble Conservation Authority's concerns, it is the writer's understanding that remedial works and a revised permit are required to correct the issues identified by the Authority as well as clarification on a potential fish habitat.

C. Strategic Plan

1. *Managing growth to ensure the ongoing health and prosperity of the community.*

D. Budget Impact Statement

N/A

E. Attachment

- A. Zoning By-law No. 2007-05
- B. Draft Site Plan Agreement

Respectfully submitted:

David Finbow, Director, Planning &
Building Services/CBO

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

BY-LAW NO. 2007-05

Being a By-law to amend Zoning By-law No. 83-40 which may be cited as "The Township of Collingwood Zoning By-law".

WHEREAS the Council of the Corporation of the Town of The Blue Mountains deems it necessary in the public interest to pass a by-law to amend By-law No. 83-40;

AND WHEREAS pursuant to the provisions of Section 34 and 36 of the Planning Act, the By-law may be amended by Council of the Municipality;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS ENACTS AS FOLLOWS:

- 1. Map 10 to Schedule 'A', of the Township of Collingwood Zoning By-law, being By-law 83-40, as amended, is hereby further amended by rezoning the subject lands from the General Industrial (M2), the General Industrial (M2-12) zone, the Hazard H zone and the Rural Residential RUR zone to the Recreational Commercial (C4-12-h) zone and the Hazard H zone for those lands lying and being in the Town of The Blue Mountains, comprised of Part Lot 30, Concession 9, in the manner shown on the attached key map Schedule "A-1".
- 2. That Section 32, as amended, is hereby further amended by deleting exception 12 and replacing it with the following:

"12 These lands may only be used for a Commercial Recreational Use consisting of a Horse Park and related facilities including grand prix rings, warm up areas, hunter rings, indoor riding arenas, parking, trails, vendor trade areas and eating establishments accessory to a horse show, and open space areas. In addition a Commercial Resort Unit Complex may be permitted with the maximum number of units determined based on a Market Analyses in accordance with the Official Plan , however not to exceed 300 units. Accessory commercial retail space shall not exceed 1,300 square metres of gross floor area.

In accordance with the provisions of Section 36 of the *Planning Act* R.S.O. 1990, c-P.13, as amended, the holding symbol "h" shall not be removed from

(1) any part of these lands until such time as the following has been completed:

- (i) Execution of a Master Development Agreement with the Town.
- (ii) Approval by the Grey Sauble Conservation Authority of a watercourse relocation permit and construction thereof in accordance with the regulations under the Conservation Authorities Act.
- (iii) Approval of a Traffic Impact Study by the Town, the County of Grey and the Ministry of Transportation.

(2) In parts of these lands, for the following specific conditions and uses:

- (i) Site Plan Approval has been granted and a Site Plan Agreement has been executed with the Town under Section 41 of the Planning Act R.S.O 1990. for any phase of development
- (ii) Approval of a slope stability study by the Grey Sauble Conservation Authority for any building or structure located on or

within 7.5 metres of the ridge identified as Special Policy Area on Schedule A-1 to the this By-law.

(iii) A Market Study has been prepared and accepted by the Town that supports the number of Commercial Resort Units being considered under a Site Plan Approval and/or a Plan of Condominium.


Prior to the removal of the Holding -h symbol, one temporary Horse Show event not to exceed three weeks in a calendar year and with no new permanent buildings or structures, may be permitted subject to the granting of Site Plan Approval and execution of a Site Plan Agreement by the Town in accordance with Section 41 of the Planning Act.

3. This By-law shall come into full effect upon the date of approval of the Town of The Blue Mountains Official Plan Amendment No. 10.
4. Schedule "A-1" is hereby declared to form part of this By-law.

READ A FIRST TIME THIS 15th DAY OF JANUARY, 2007.

READ A SECOND TIME THIS 15th DAY OF JANUARY, 2007.

READ A THIRD TIME AND FINALLY PASSED THIS 15th DAY OF JANUARY, 2007.


Ellen Anderson, Mayor


Stephen Keast, Clerk

I hereby certify that the foregoing is a true copy of By-law No. 2007-05 as enacted by the Council of the Corporation of the Town of The Blue Mountains on the 15th day of JANUARY, 2007.

DATED at The Blue Mountains

this 15th day of


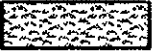

JANUARY, 2007

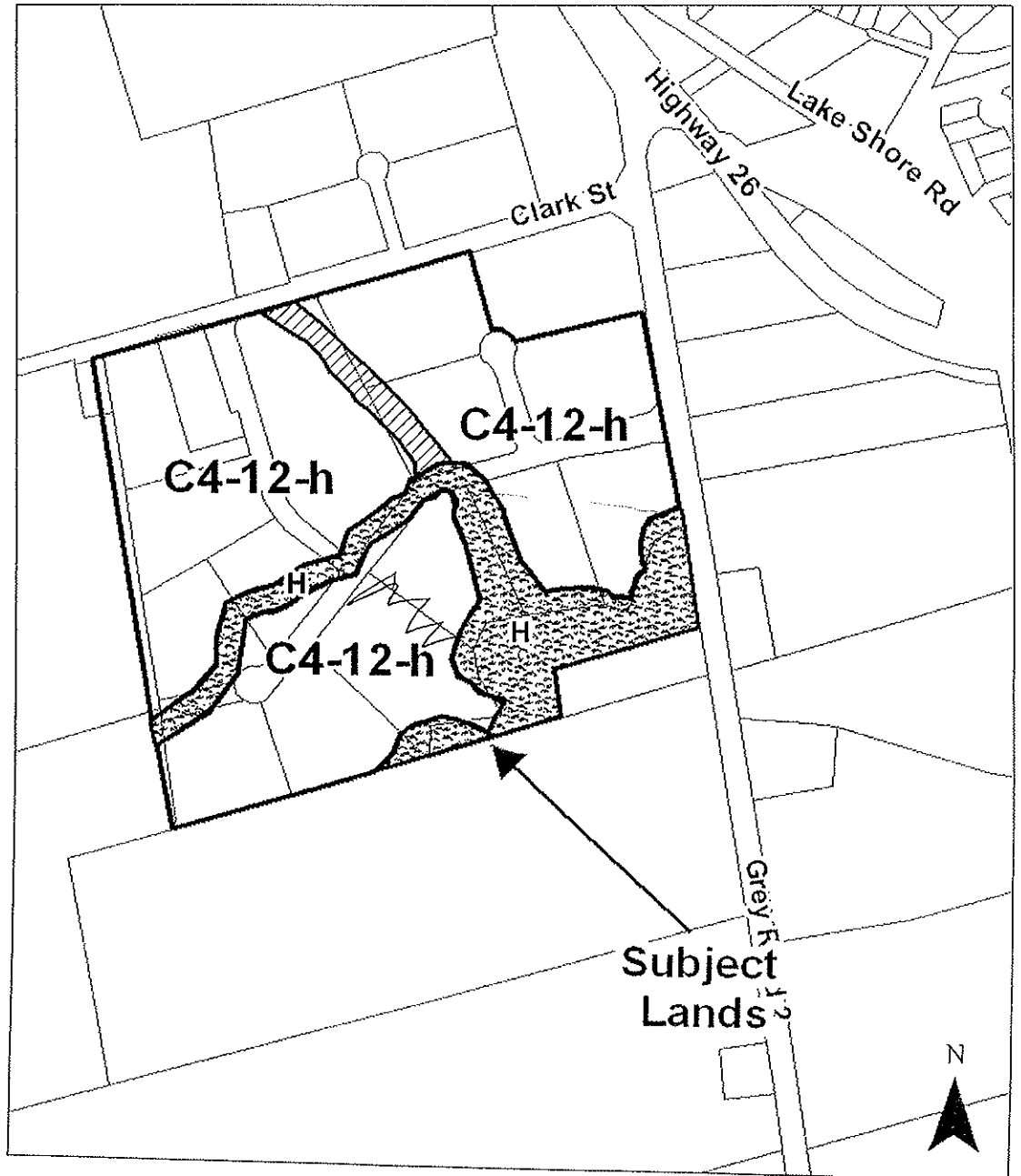
Signed: 
Stephen Keast, Clerk

Town of The Blue Mountains

Key Map Schedule A-1

By-Law No. 2007-05

-  Area to be Rezoned from Industrial (M2, M2-12) and Rural Residential (RUR) to Commercial (C4-12-h)
-  Area to be Rezoned to Hazard (H)
-  Special Policy Area



B.

**TOWN OF THE BLUE MOUNTAINS
SITE PLAN CONTROL AGREEMENT**

“THORNBURY HORSE PARK”

DRAFT FOR DISCUSSION – June 19, 2009

PART I - General

1. Subject Lands
2. Scope of Agreement

PART II - Approved Plans

3. Approved Plans and Drawings
4. Accepted Plans
5. Conformity with Agreement

PART III - Terms and Conditions

6. Compliance with Building Code
7. Building Permits
8. Construction Lien Act
9. Occupancy
10. Professional Engineer
11. Entry by Town
12. Maintenance of Works
13. General Conditions

PART IV - Financial Conditions, Security and Insurance

14. Processing and Approval Fees
15. Letter of Credit
16. Insurance

PART V – Realignment of Clark Street

- 17.

PART V - Administration

18. Notice
19. Registration of Agreement
20. Postponement and Subordination
21. Enforcement
22. Other Applicable Laws
23. Termination of Agreement
24. Interpretation of Agreement
25. Waiver
26. Extension of Time
27. No Challenge to Agreement
28. Governing Law
29. Successors and Assigns
29. List of schedules

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this day of June, 2009.

B E T W E E N:

THE CEDAR RUN CORPORATION

hereinafter called the DEVELOPER of the FIRST PART,

AND

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

hereinafter called the TOWN of the SECOND PART,

WHEREAS the Developer warrants that it is the registered owner of the lands described in Schedule "A" (the "Lands");

AND WHEREAS the Town is the registered owner of the public highways Commerce Drive, Indian Creek Drive and Georgian Court and Reserve Block 21 all as shown on Registered Plan 1035 (the "Town Lands");

AND WHEREAS the Developer and the Town have entered into a Land Exchange Agreement dated June **, 2009 (the "Land Exchange Agreement") which provides for the conveyance of the Town Lands to the Developer in exchange for the Developer conveying a portion of the Lands, described therein as the CRC Transfer Lands, to the Town for municipal purposes on the terms and conditions set out therein;

AND WHEREAS Zoning By-law 83-40 as amended by By-law 2007-05 (the "Zoning By-law") zones the Lands Recreational Commercial (C4-12-h) which permits the Lands to be used for a Horse Park, a Commercial Resort Unit Complex and Accessory Commercial Retail Space and related parking all as described therein (the "Permitted Uses") subject to the provisions in the Zoning By-law for the removal of the holding symbol "h" from the Zoning By-law;

AND WHEREAS in order to remove the holding symbol "h" from the Zoning By-law, the Zoning By-law requires, among other things, that the Developer enter into a Master Development Agreement with the Town (the "Master Development Agreement") and obtain Site Plan Approval and enter into a Site Plan Agreement with the Town for each phase of the development of the Lands;

AND WHEREAS the Town, in order to minimize the traffic impact on its existing fire hall and police station situate on Lot 15 Registered Plan 1035 from the development permitted on the Lands, is proposing, as one of the requirements to be included in the Master Development Agreement, the realignment of Clark Street in a general location south of the Town's fire hall and police station located on Lot 15, Registered Plan 1035;

AND WHEREAS the exact location of the Clark Street Lands is to be determined by a Municipal Class Environmental Assessment (the "EA") to be undertaken by the Town in accordance with the requirements of the Environmental Assessment Act R.S.O.1990, c. E.18 as amended (the "Act");

AND WHEREAS one of the purposes of this Agreement is to provide a process for the determination of the exact location of the Clark Street Lands and the conveyance of these lands to the Town;

AND WHEREAS the Developer has made an application to the Town for site plan approval as contemplated by the Zoning By-law to permit it to operate one temporary

horse show ("the Horse Show") on the Lands and the Town Lands and to undertake certain works on the Lands and on the Town Lands;

AND WHEREAS the Town approved the plans and drawing submitted with the Developer's application, subject to certain conditions;

AND WHEREAS the Town provided approval of the Developer's application, subject to the Developer entering into an agreement as permitted by subs. 41(7) of the Planning Act, R.S.O. 1990, c. P. 13;

AND WHEREAS subs. 41(1) of the Planning Act permits the registration of this Agreement against the Lands in order to secure the provision of works, facilities or matters referred to in subs. 41(7) and (8) of the Planning Act and the installation of the works, facilities and things required for the operation of the Horse Show in accordance with the approved plans and drawings.

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:

PART I

GENERAL

1. Subject Lands

The Lands affected by this agreement are more particularly described in Schedule "A" attached hereto;

2. Recitals and Scope of Agreement

The Parties agree that the recitals are true.

This Agreement is an agreement within the meaning of and authorized by Sections 41(7) and 41(8) of the Planning Act and was imposed by the Town as one of the conditions to the approval of the Site Plan for the Horse Show only and ensure that the development of the Lands for the Horse Show only proceeds in accordance with the Site Plan and the Accepted Plans and that the Works will be provided and maintained by the Developer.

It is acknowledged and agreed by the Parties that the Zoning By-law permits one temporary Horse Show event not to exceed three weeks in a calendar year prior to the removal of the Holding – h symbol from the Zoning By-law. The Parties further acknowledge and agree that one temporary Horse Show event may include and/or be comprised of a series of events held over a period of three consecutive weeks in a calendar year and that the use of the Lands for private horse show events and gatherings where the event is not advertized to the public and the public are not invited to attend are not Horse Show events and are permitted on the Lands prior to the removal of The holding –h symbol from the Zoning By-law.

This Agreement is also an agreement to provide for the realignment of Clark Street and to provide a process for the determination of the exact location of the Clark Street Lands and the conveyance of these lands to the Town.

Despite any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter the Town Council which authorized the execution of this Agreement or any of its successors councils in the exercise of any of

Council's discretionary powers, duties or authorities in the approval of the Master Development Agreement, the Site Plans and Site Plan Agreements contemplated by the Zoning By-law for the development of the Lands for the Permitted Uses.

PART II

APPROVED PLANS

3. Approved Plans and Drawings

The Town has approved the following plans and drawings, which have been stamped "Accepted for Construction" by the Director of Engineering and Public Works and form part of this Agreement (the "Accepted Plans").

In this Agreement the term "Works" means all of the works, services, facilities, temporary structures, matters and things shown on the Accepted Plans.

Where the subject matter or context of a particular section of this Agreement requires reference to an individual plan or component of the Works, it may be referred to by its individual name (ie Site Plan etc or Grading and Drainage Works etc).

3.1 SITE PLAN

Identified as Drawing No.: SP-1
Prepared by: C.C. Tatham & Associates Ltd.
Dated: Jan./08, Revision Date May 25/09

3.2 EASTERLY AREA GRADING PLAN

Identified as Drawing No.: SG-2
Prepared by: C.C. Tatham & Associates Ltd.
Dated: July/06, Revision Date June 1/09

3.3 SITE SERVICING

Identified as Drawing No.: SS-1
Prepared by: C.C. Tatham & Associates Ltd.
Issued: June/06, Revision Date June 1/09

All drawings are stamped "Accepted for Construction" by the Town of the Blue Mountains municipal engineer. The stamped drawings are on file with the Town Clerk's Office, and may be viewed during normal office hours.

4. Accepted Plans

The Developer represents and warrants to the Town that no deviations or changes shall be made to the Accepted Plans, no construction shall take place contrary to the Accepted Plans without the prior written approval of the Town, except such changes as may be required by the Town in order that the Accepted Plans shall comply with all relevant provisions of the building or zoning or other by-law or laws of the Town, and all regulations or laws of any other governmental body.

5. Conformity with Agreement

The Developer covenants and agrees that no work shall be undertaken or performed on the Lands and the Town Lands, except in accordance with the terms of the Agreement (including the schedules attached herewith), the

approved Site Plan, all other Accepted Plans and specifications submitted to and accepted by the Town and by such other agencies or approval authorities as may be applicable.

PART III

TERMS & CONDITIONS

6. Compliance with the Building Code Act and the Building Code

The Developer acknowledges that compliance with the Ontario Building Code Act and the regulations there under is mandatory.

7. Building Permits

The Developer covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct the temporary buildings or structures contemplated under this Agreement until this Agreement has been fully executed. The Developer acknowledges and agrees that no permanent buildings or structures may be constructed on the Lands until the holding symbol "h" in the Town's Zoning By-law for the Lands has been removed from the Lands by an amendment to the Town's Zoning by-law.

8. Construction Lien Act

The Developer covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or Works, such amounts as may be required under the provisions of the Construction Lien Act. The Developer agrees to indemnify and save completely harmless the Town from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Developer, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Town, the Developer will take such steps as may be necessary to immediately discharge all liens registered upon any services on municipal land.

9. Occupancy

Not Applicable.

10. Professional Engineer

Not Applicable

11. Entry by Town

The Town may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any works, services or facilities required to be provided, constructed or installed by the Developer comply with this Agreement.

12. Maintenance of the Works

The Developer covenants and agrees that once all of the Works required to be provided, constructed or installed by it that are internal to the Lands and the Town Lands under the terms of this Agreement have been completed to the satisfaction of the Town, and in accordance with all Town specifications and in a good and workmanlike manner, it shall maintain the Works in the approved condition until this Agreement is amended or otherwise released from title. In the event that any of the Works are not being maintained to the satisfaction of the Town, or if the Developer is otherwise in default of this Agreement, the Town

may, on written notice to the Developer, require the Developer to comply with the terms of this Agreement.

13. General Conditions

The Developer acknowledges, covenants and agrees as follows:

Access Facilities

- (a) Not to foul the highways leading to the Lands and to provide on all accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road.
- (b) To provide fire access route signs in accordance with the Town's Fire Route By-law and to satisfy any other requirements of the Fire Department at the Developer's expense.
- (c) That the two entrances to the Lands from Clark Street shown on the Accepted Plans are temporary entrances. The permanent entrance(s) to the Lands from Clark Street will be determined as a condition of the Master Development Agreement, the Site Plans and Site Plan Agreements contemplated by the Zoning By-law for the development of the Lands for the Permitted Uses.
- (d) That the Accepted plans do not permit any access to the Lands and the Town Lands from County Road 2, except such access as may be authorized by the Count of Grey.

Parking and Loading Facilities

As per Drawing SP-1.

The Accepted plans do not authorize the use of the "Easterly Area" as denoted on Drawing SG-2 for parking and/or storage of equipment or materials.

Lighting Facilities

Not applicable

Landscaping

The lands immediately adjacent to Clark Street and denoted on Drawing SP-1 as a "15.0 m Buffer" are to be landscaped to the Town's satisfaction to afford a level of screening of the proposed parking, horse wash and stable areas from the public right-of-way

Garbage Collection

- (e) Not to permit any refuse, junk, debris or other material to be deposited on any lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands and the Town Lands at the expense of the Developer. If the Developer fails to remove the aforesaid material within a period of forty-eight (48) hours from the time of delivery of written notice to the Developer, the Town may enter the Lands and remove the said material and the Developer will be charged for all expenses incurred by the Town and the Developer further agrees that the Town may make such charge against the security filed with the Town in accordance with Clause 18.

Easements

- (f) Not Applicable

Grading and Water Disposal

- (g) That the existing grading and drainage of the Lands and the Town Lands has not been approved by the Town, the Ministry of the Environment and/or the Grey Sauble Conservation Authority and to indemnify and save harmless the Town from actions, claims and/or suits whatsoever, which may arise out of the existing grading and drainage of the Lands and the Town Lands.
- (h) To on or before March 31, 2010 obtain approval from the Town, the Ministry of the Environment and/or the Grey Sauble Conservation Authority of a storm water management report and grading and drainage plan for the Lands and the Town Lands for the operation of the Horse Show.
- (i) To on or before April 30, 2010 enter into an agreement with the Town, in a form satisfactory to the Town, amending this Agreement by adding the approved grading and drainage plan referred to in subsection 13(h) as an Accepted Plan within the meaning of this Agreement (the "Amending Agreement").
- (j) That the Amending Agreement will require the Developer to install the grading and drainage works shown on approved grading and drainage plan referred to in subsection 13(h) on or before September 1, 2011.
- (k) That the Town may, in its sole discretion, terminate this Agreement if the Developer fails to enter into the Amending Agreement in the time required by this Agreement.

Snow Removal

Not Applicable .

General Provisions

- (l) To file with the Town, following completion of construction of any services, a complete set of "as constructed drawings" for the services, including one complete set of "as constructed drawings".
- (m) To provide two copies of each plan incorporated into this Agreement as a schedule for registration purposes at the time of execution of this Agreement and that the said drawings shall be stamped "Accepted for Construction" by the Town Engineer.
- (n) That no trailer or other vehicle bearing advertising information or identification related to a business use on the Lands, shall be located, kept or maintained in any yard adjacent to the street.
- (o) To provide, during all hours of construction, competent on-site supervision of all Works required to be undertaken on the Lands and the Town Lands.
- (p) To verify the location of all existing and proposed utilities within the right-of-way. The Developer will be required to pay all costs associated with the relocation of utilities as may be required.
- (q) To make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services

requiring relocation of the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.

- (r) That the Town may, in its sole discretion, terminate this Agreement if the Developer fails to convey the CRC Transfer Lands to the Town in accordance with the Land Exchange Agreement.

PART IV

FINANCIAL CONDITIONS, SECURITY AND INSURANCE

14. Processing and Approval Fees

The Developer has paid all of the fees to date as required by the Town's by-laws.

15. Letter of Credit

- (a) In order to guarantee installation and maintenance of the Works described in Schedule "C" (the "Secured Works"), the Developer covenants and agrees to file with the Town upon execution of this Agreement, a letter or letters of credit in the amount(s) set out in Schedule "C" hereto. The letter(s) of credit shall be in a form approved by the Town, and the Developer covenants and agrees that the said letter(s) of credit shall be kept in full force and effect and that it will pay all premiums as the said letter(s) of credit becomes due or until such time as the Town returns the letter(s) of credit in accordance with Schedule "D" hereto.
- (b) The Developer hereby acknowledges and agrees that should there be a deficiency in or failure to install and maintain the Secured Works required by any clause of this Agreement, and the Developer fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Town may draw on the letter(s) of credit to the extent necessary and enter onto the Lands and complete all outstanding Works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Developer hereby acknowledges and agrees that the Town reserves the right to draw on and use the proceeds from the letter(s) of credit to complete and maintain the Secured Works as required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding Schedule "D" to this Agreement, in the event that the Town determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion and maintenance of the Secured Work remaining to be carried out by the Developer pursuant to this Agreement, the Town will not be obligated to reduce the letter of credit until such time as such work is satisfactorily completed or the Town has sufficient security to ensure that such work will be completed.
- (d) Wherever in this Agreement a letter of credit is required to be filed with the Town, the Developer may deposit with the Treasurer cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Town as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.
- (e) The Developer acknowledges that upon the transfer of the Lands, the Town will not return any letter(s) of credit required under this Agreement until the new Developer files with the Town a substitute letter of credit or such other security as may be permitted in the required form and

amounts.

16. Insurance and Indemnity

The Developer shall provide to the Town, on or prior to the execution of this Agreement, a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Town, indemnifying the Town from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Developer on the Lands and the Town Lands and the operation of the Horse Show. The policy shall contain a cross-liability clause naming the Town as an additional insured. The policy shall be maintained in full force and effect until the Town Lands are conveyed to the Developer in accordance with the Land Exchange Agreement. In the event that any renewal premium is not paid, the Town, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Developer agrees to pay the cost of such renewal or renewals within thirty (30) days of the account therefore being rendered by the Town. The issuance of such policy of insurance shall not be construed as relieving the Developer from any liability or responsibility for any claims in excess of the aforementioned policy limits.

The Developer shall indemnify and save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with the operation of the Horse Show on the Lands and the Town Lands, the drainage of the Lands and the Town Lands, the design, installation or operation of any of the Works required under this Agreement, the maintenance and repair or lack of maintenance and repair of such Works by the Developer pursuant to the terms of this Agreement, the use of the Works by any person or any defect in workmanship or material so long as the Horse Show is operated on the Lands and in perpetuity with respect to the Works.

PART V

CLARK STREET REALIGNMENT

17 Clark Street Realignment

(a) In this Agreement, including the recitals

"Clark Street Lands" means those parts of the Lands required to realign Clark Street within a 26 metre wide right of way, including the lands required to provide access to the Town's fire hall and police station situate on Lot 15 Registered Plan 1035 and to connect realigned Clark Street to existing Clark Street, in exact locations determined by the EA to be the Preferred Option;

"CRC Transfer Lands" means the lands conveyed to the Town in accordance with the Land Exchange Agreement;

"Council" means the Council of the Corporation of the Town of The Blue Mountains;

"Parties" mean the Developer and the Town.

(b) The Parties agree with each other that none of the provisions of the Land Exchange Agreement and this Agreement (including a provision stating the Parties' intention) and the transfer of the CRC Transfer Lands to the Town is intended to operate, nor shall have the effect of operating in any way to fetter the Council in the exercise of any of the Council's discretionary powers, duties or

authorities in the determining the final location of the Clark Street Lands in accordance with the EA

- (c) The Town shall forthwith after the execution of this Agreement commence the EA in accordance with provisions of the Act to determine the exact location of the Clark Street Lands. The Town, in consultation with CRC, shall prepare terms of reference for the EA. The terms of reference shall include, among other things, the realignment of Clark Street within a 26 metre wide right of way in to a location which will minimize, to the extent possible, the impact of the realignment on the development of the Lands for the Permitted Uses, a design parameter of 60 kilometres per hour, the potential closing of existing Clark Street at County Road 2, access to the Town's fire hall, police station and the lands to the north of existing Clark Street and the connection of relocated Clark Street to existing Clark Street.
- (d) The Town shall forthwith after completion of the EA provide the Developer with a copy of the Preferred Option and Preliminary Design Report showing the location of the Clark Street Lands.
- (e) The Parties acknowledge the Clark Street Lands may include the whole or part of the CRC Transfer Lands. The Developer acknowledges and agrees that the Master Development Agreement will require the Developer to convey the Clark Street Lands, less that part of the Clark Street Lands included in the CRC Transfer Lands, to the Town with a good title free of all encumbrances at no cost to the Town within the time and on the terms set out in the Master Development Agreement.
- (f) The Town shall, after the Developer has conveyed the Clark Street Lands to the Town in accordance with the Master Development Agreement and if requested by the Developer, reconvey to the Developer that part of the CRC Transfer Lands not included in the Clark Street Lands.
- (g) The Town acknowledges that the realignment of Clark Street may have an impact on the location of the Permitted Uses on the Lands as proposed by the Developer. The Parties agree that the location of the Permitted Uses will be dealt with in the Master Development Agreement and the Site Plans for each phase of the development of the Lands.

PART VI

ADMINISTRATION

18. Notice

If any notice is required to be given by the Town to the Developer with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Cedar Run Corporation
c/o Lush Realty
20 Balsam Street
Suite 14
Collingwood, Ontario
L9Y 4H7
Facsimile -- 705-

Or such other address of which the Developer has notified the Town, 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.

If any notice is required to be given by the Developer to the Town with

respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of The Blue Mountains
26 Bridge Street East
Box 310
Thornbury, Ontario
N0H 2P0
Facsimile – 519-599-7723

Or such other address of which the Town has notified the Developer, 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.

19 Registration of Agreement

The Developer hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands at the Developer's expense. The covenants, agreements, conditions and undertakings herein contained on the part of the Developer shall run with the Lands and shall be binding upon it, its successors and assigns as Developers and occupiers from time to time and this covenant shall be to the benefit of the Town and its lands and highways appurtenant and adjacent to the Lands. The Developer further covenants and agrees to pay to the Town the cost of registration of this Agreement, as well as any further costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.

20 Postponement and Subordination

The Developer covenants and agrees, at its own expenses, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and sub-ordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

21 Enforcement

The Developer acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with the applicable provisions of the Municipal Act.

22 Other Applicable Laws

Nothing in this Agreement shall relieve the Developer from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

23 Termination of Agreement

In addition to the provisions of subsections 13(k) and 13(r), if the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Town may, at its sole option and on thirty (30) days notice to the Developer, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Developer pursuant to this Agreement shall be in the sole

discretion of the Town, but under no circumstances will interest be paid on any refund.

24 Interpretation of Agreement

- (f) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (g) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (h) Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires, including the payment of any applicable taxes (including GST).
- (i) References herein to any statute or any provisions thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (j) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (k) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (l) The Developer and the Town agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

25 Waiver

The failure of the Town at any time to require performance by the Developer of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall be waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its right at law to enforce this Agreement.

26 Extension of Time

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Developer and the Town, 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.

27 No Challenge to Agreement

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all

remedies arising from it, notwithstanding any provision in s. 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

28 Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

29 Successors and Assigns

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

30 List of Schedules

The following schedules are attached hereto and form part of this Agreement:

- 2.1 "SCHEDULE A" being a description of the lands affected by this Agreement.
- 2.2 "SCHEDULE B" being a schedule of securities to be obtained and filed with the Town by the Developer, upon execution of this Agreement.
- 2.4 "SCHEDULE C" being a schedule for the release/reduction of letters of credits by the Town to the Developer.

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

) **THE CEDAR RUN CORPORATION**
)
) **Per** _____
)
) **Name**
) **Title**
)
) **I/We have the authority to bind the**
) **Corporation**
)
)
) **THE CORPORATION OF THE TOWN OF THE**
) **BLUE MOUNTAINS**
)
)
) _____
) **ELLEN ANDERSON**
) **MAYOR**
)
) _____
) **STEPHEN KEAST**
) **CLERK**
)
)

SCHEDULE "A"

This Schedule forms part of the Town of the Blue Mountains Site Plan Control Agreement with The Cedar Run Corporation

LEGAL DESCRIPTION OF LAND

The Developer is the registered Owner of certain lands in the Town of The Blue Mountains, and known municipally as:

Lots 2 to 14, both inclusive, and Lot 16 Registered Plan 1035 and part of Lot 30 Concession 9, described as Part 2 on Reference plan 16R-371

Town of The Blue Mountains (formerly the Collingwood Township)

County of Grey

ASSESSMENT ROLL NOs.

SCHEDULE "B"

This Schedule forms part of the Town of the Blue Mountains Site Plan Control Agreement with The Cedar Run Corporation

SECURED WORKS

Security Requirements

ITEM	DESCRIPTION	QUANTIT Y	UNIT PRICE	AMOUNT
1	Water Service			\$(to be determined)
			Total	

The Town acknowledges that the Developer may wish to install the water service shown on the Accepted Plans at some time in the future.

The Developer shall notify the Town in writing when it wishes to install the water service and prior to installing the water service provide Security to the Town in an amount to be determined by the Town at the time.

SCHEDULE "C"

This Schedule forms part of the Town of the Blue Mountains Site Plan Control Agreement with The Cedar Run Corporation

REDUCTION OF RELEASE OF SECURITY

Application for Reduction of Securities

Prior to the reduction or release of any security held by the Town for the Works, facilities and matters set out in this Agreement, the Developer must supply the Town with the following documentation:

- i. Letter of application for reduction/release
- ii. Consultant's certificate confirming that services completed
- iii. As-construction drawings
- iv. Satisfactory evidence of no construction liens filed
- v. Workplace safety certificate
- vi. Statutory declaration as to accounts
- vii. Surveyor's certificate
- viii. Composite utility plan
- ix. Subject to the requirements of Section 13(e)

Reduction of Securities

(a) Reduction for Internal Services

Upon the completion of the Works, facilities or matters as certified by the Engineer and as accepted by the Town, and the receipt by the Town of all documents identified above, the Town shall reduce the security required under clause 3 of Schedule "B" to Zero (0%).

(b) Reduction for External and Maintained Works

Upon the completion of the Works, facilities or matters as certified by the Engineer and accepted by the Town, and the receipt by the Town of all the documents identified above, the Town shall reduce the security required under Clauses 2 and 4 of Schedule "B" to Twenty Percent (20%).

(c) Reduction Following Expiry of Maintenance Period

Upon the satisfactory completion of the maintenance period as noted in clauses 13 and 14 of the Agreement, and the receipt of the Town of all the documents identified above, the Town shall reduce the security required under clauses 2 and 4 of Schedule "B" to zero (0) and therewith release or return the security to the Developer or to the issuing financial institution.

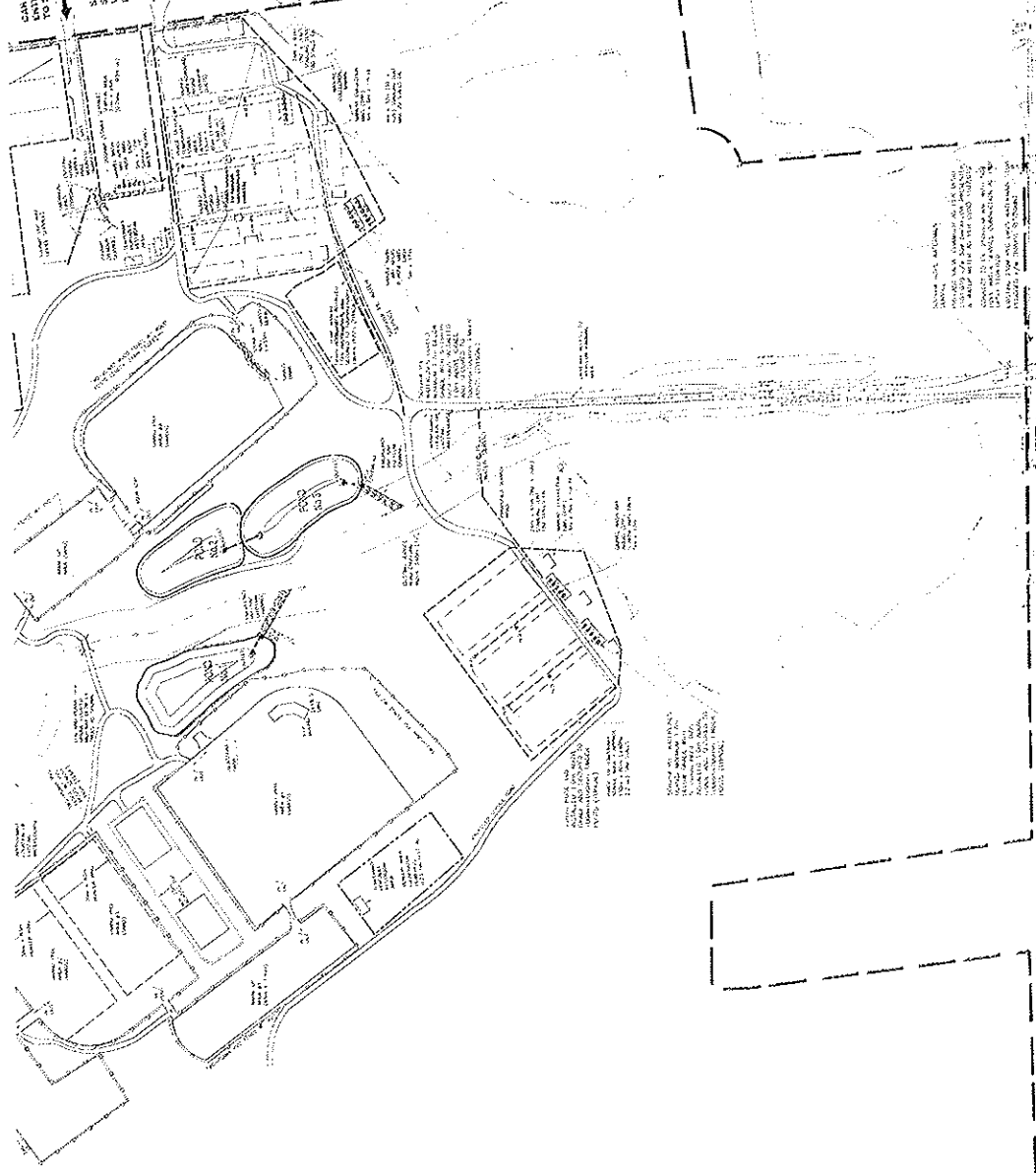


CAR ENTRANCE TO SITE
SMALL SERVICE ENTRANCE
SERVICE ENTRANCE

KEY PLAN

- LEGEND:
- PROPOSED ROAD IN
 - EXISTING ROAD
 - PROPOSED SIDE DRIVE (DITCHES)
 - PROPOSED SIDE DRIVE (DITCHES)

COUNTY RD. 33



COUNTY RD. 2

THORNBURY HORSE PARK
CEDAR RIDGE BOULEVARD
TOWN OF THE BLUE MOUNTAINS

SITE SERVICING PLAN

APPROVAL

DATE	DESCRIPTION	BY

FINISH ELEV. 138.7500

FINISH ELEV. 138.8400

CONTRACT DRAWINGS
CONSTRUCTION AND INSTALLATION OF
SERVICING PLAN FOR THE HORSE PARK
TOWN OF THE BLUE MOUNTAINS
DATE: 10/15/2010
DRAWN BY: J. J. ...
CHECKED BY: ...
SCALE: AS SHOWN

C.C. Tatham & Associates Ltd.
Consulting Engineers
Company Name: C.C. Tatham & Associates Ltd.
Date: ...
Project No.: ...
Drawing No.: ...

DWG. SS-1

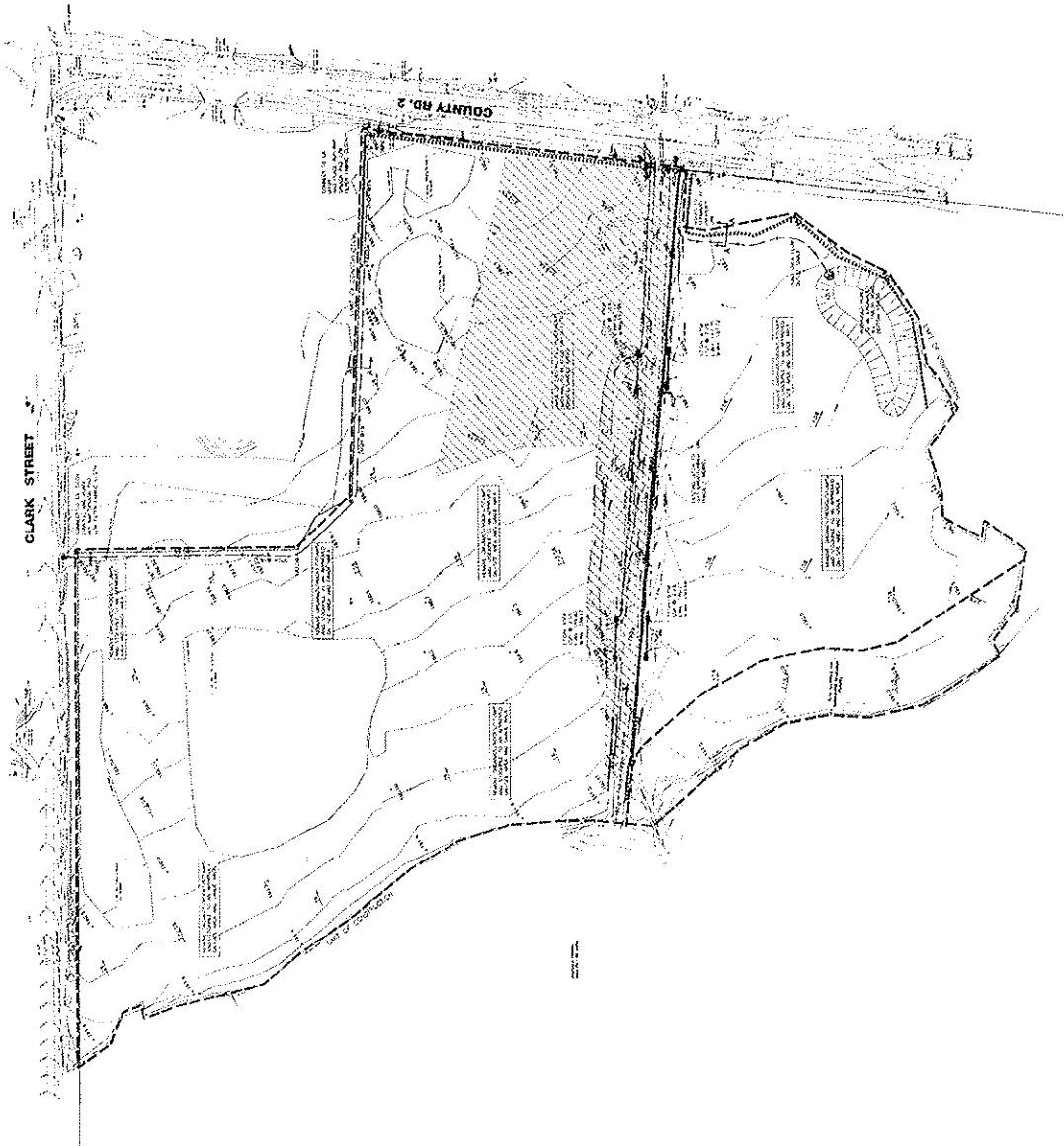
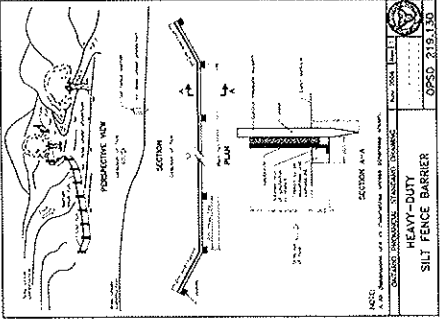
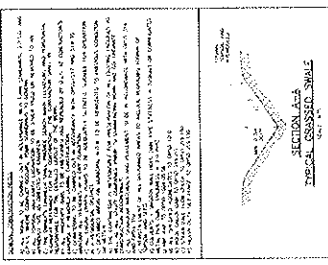
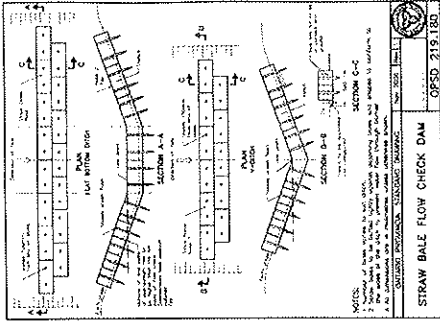
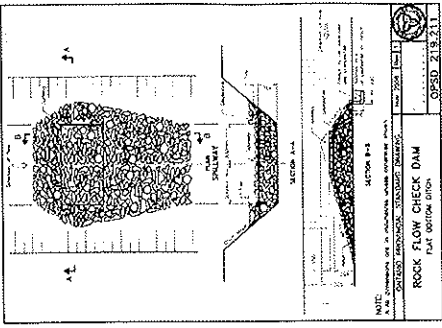
KEY PLAN

LEGEND

- 1. EXISTING GRADE
- 2. PROPOSED GRADE
- 3. PROPOSED ROADS
- 4. PROPOSED DRAINAGE
- 5. PROPOSED STRUCTURES
- 6. PROPOSED UTILITIES
- 7. PROPOSED FENCES
- 8. PROPOSED SIGNAGE
- 9. PROPOSED LIGHTING
- 10. PROPOSED LANDSCAPING
- 11. PROPOSED UTILITIES
- 12. PROPOSED UTILITIES
- 13. PROPOSED UTILITIES
- 14. PROPOSED UTILITIES
- 15. PROPOSED UTILITIES
- 16. PROPOSED UTILITIES
- 17. PROPOSED UTILITIES
- 18. PROPOSED UTILITIES
- 19. PROPOSED UTILITIES
- 20. PROPOSED UTILITIES

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/19	ISSUED FOR PERMITS



THORNBURY HORSE PARK
C/O THORNBURY HORSE PARK
TOWN OF THE BLUE MOUNTAINS

EASTLEY AREA
GRADING PLAN

C.C. Tatham & Associates Ltd.
CIVIL ENGINEERS

DATE: 10/15/19

SCALE: 1" = 10'

PROJECT NO.: 19-001

DATE: 10/15/19

SCALE: 1" = 10'

PROJECT NO.: 19-001

DATE: 10/15/19

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/19	ISSUED FOR PERMITS