

SITE PLAN AGREEMENT

THIS AGREEMENT made this 30 day of July, 2025

B E T W E E N:

Nancy and Mario Adamo ("Owner")

AND

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS ("Town")

WHEREAS the Owner warrants that it is the registered owner of lands described in Section 1.1 of this Agreement;

AND WHEREAS the Lands are within an area designated as an area of Site Plan Control Area pursuant to the Town's Site Plan Control Area by-law passed pursuant to Section 41(2) of the Planning Act and in force at the date of this Agreement;

AND WHEREAS the Owner applied to the Town for site plan approval for the development of the Lands;

AND WHEREAS by a decision dated April 7 2025 ("Decision") the Town has given approval to the Owner's application pursuant to Section 41(4) of the Planning Act on the condition that the Owner enter into this Agreement, which is an agreement within the meaning of and authorized by Section 41(7) of the Planning Act, to satisfy the conditions of approval set out in the Decision (the "Site Plan");

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants hereinafter expressed, other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the Parties hereto to each of the other Parties hereto, the receipt whereof is hereby acknowledged, the Parties hereto hereby covenant and agree with each other as follows:

PART I – GENERAL

1.1 Subject Lands

The lands affected by this agreement are as follows: Lot 3-4, Plan 103, Town of The Blue Mountains; municipally addressed as 53 Bruce St. S., Thornbury, ON. (the "Lands").

1.2 Administration

This Agreement shall be administered on behalf of the Town by the Director of Planning and Development Services, or their designate.

1.3 Schedules

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

"SCHEDULE A" being a description of the Site Plan and the Approved Plans

"SCHEDULE B" being the Conditions of Site Plan Approvals and Special Provisions

"SCHEDULE C" being a listing of the Financial Obligations of the Owner

"SCHEDULE D" being the Security Requirements

"SCHEDULE E" being the Lands and Easements to be Conveyed

PART II – SITE PLAN AND APPROVED PLANS

2.1 Approved Plans & Construction

- (a) The Town has approved those plans listed at Schedule 'A' hereto and said plans form part of this Agreement ("hereinafter Approved Plans").
- (b) The Parties agree that all infrastructure, structures, buildings, landscaping, hardscaping, fencing, retaining walls, driveways, roads, trails, sidewalks and other related matters and things as shown on the Approved Plans may be referred to herein as "Work(s)/work(s)".
- (c) The Owner acknowledges that the Town's review and approval of the Approved Plans and drawings is on the basis of a proposal for the construction of a 10 Unit Motel comprised of 2 buildings – one with 6 motel units and one with 4 motel units, an administrative office and related landscape and amenity space(s) (the "Project"). The Owner represents and warrants to the Town that no deviations or changes shall be made to the Approved Plans or drawings noted above and no construction shall take place contrary to such plans and drawings, without the prior written approval of the Town, except such changes as may be required by the Town in order that said plans and drawings shall comply with all relevant provisions of the building or zoning or other bylaw or laws of the Town, and all regulations or laws of any other governmental body.
- (d) The Owner covenants and agrees, at its own expense, to install, do, provide, construct and complete in a good and workmanlike manner to the satisfaction of the Town all construction, works, infrastructure, and other matters shown on the Approved Plans, or referred to in this Agreement.
- (e) The signing and stamping of the Approved Plans and drawings "Accepted for Construction" by the Town shall not absolve the Owner or its consultants of the responsibility for errors in and or omissions from said plans and drawings, and shall not be construed as the Town accepting responsibility for any such error, omission, or liability howsoever arising from, or related to, the Approved Plans.
- (f) The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the approved Site Plan, the Approved Plans, all other plans and specifications submitted to and accepted by the Town and by such other agencies or approval authorities as may be applicable. The Owner further covenants and agrees to obtain any necessary permits and approvals from any applicable government authority prior to commencing any construction on the Lands.
- (g) The Owner shall repair any damage to any lands, works, facilities, structures, buildings, infrastructure or chattel not owned by it which is caused by the development of the Lands.
- (h) The Owner shall at all times keep all lands abutting the Lands free and clear of all materials, obstructions, and debris.

2.2 Consultants

The Owner shall retain one or more professional engineers who hold a certificate of authorization for municipal engineering applications from the Association of Professional Engineers of Ontario and one or more landscape architects registered with the Ontario Association of Landscape Architects (individually the "Engineering Consultant" or the "Landscaping Consultant" and collectively the "Consultants") to carry out all the necessary engineering and landscaping requirements for the development and servicing of the Lands in accordance with this Agreement and the Site Plan.

All the engineering requirements set out in this Agreement, including the issuing of certificates for the engineering works, shall be the responsibility of the Engineering Consultant and all the landscaping requirements set out in this Agreement, including the issuing of certificates for the landscaping works, shall be the responsibility of the Landscaping Consultant.

The Consultants shall be retained at all times until all of the requirements of this Agreement have been complied with to the satisfaction of the Town. In the event, for whatever reason, a Consultant ceases to provide the consulting services required by this Agreement to the Owner, the Owner shall immediately cease all operations which that Consultant was responsible for until the Owner retains a replacement Consultant.

The Owner's agreements or contracts with the Consultants shall require the Consultants to provide the following consulting services to the satisfaction of the Town:

- (a) act as the Owner's technical representative in all matters pertaining to the design and installation of the works, buildings, and infrastructure shown on the Approved Plans;
- (b) prepare all studies, investigations, environmental site assessments and reports required by the Town for the Site Plan and the Lands.
- (c) design the works, buildings, and infrastructure, and prepare, sign, and seal all required plans, drawings and specifications for the same and certify that they have been prepared in strict accordance with all applicable laws and requirements of any government authority.
- (d) provide, to the satisfaction of the Town during all hours of construction, contract administration and field site supervision,
- (e) provide a certificate stating that all construction and infrastructure have been built and installed and are functioning free of all defects and deficiencies in strict accordance with the Approved Plans, any applicable laws, and the requirements of this Agreement.
- (f) obtain all records of construction, and deposit with the Town signed and sealed record drawings (as defined by the Professional Engineers of Ontario) of all public infrastructure, including site grading and an electronic version of these same record drawings for the review and approval of the Town; and

- (g) prepare and provide to the Town a certificate indicating the final grade elevation of the Lands and certifying that the Lands have been graded in substantial conformity with the Approved Plans;

2.3 External Services

- (a) The Owner covenants and agrees to provide, construct, install or pay for the following external municipal services, as shown on the Approved Plans:
 - i. Connections to municipal water and wastewater systems.
 - ii. Works in the municipal right of way
 - iii. Sidewalk works and curbing as applicable
 - iv. Other works as may be depicted on the approved plans.
- (b) The Owner acknowledges that notwithstanding that the above-noted services may be external to the Lands, it derives a direct benefit from the provision, construction and installation of such services and that the development proposed hereunder could not be accommodated without the existence of such services.
- (c) The Owner covenants and agrees to provide, construct and install the above-noted services to the standards and specifications required by the Town under the direction and supervisions of the Engineering Consultant who will certify completion of the services to the satisfaction of the Town.
- (d) The Owner covenants and agrees to construct or install all external works, services and facilities to the satisfaction of the Town and/or County of Grey, in accordance with all municipal specifications and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of such external works, services and facilities and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion. The Owner covenants and agrees that it will promptly and properly repair all defects in such external works, services or facilities to the complete satisfaction of the Town.
- (e) The Owner acknowledges that any action taken by the Town or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external works, services or facilities herein required to be constructed or installed, during the guarantee and maintenance period is being done without prejudice to the Town's right to enforce the guarantee and maintenance provisions of this Agreement.

PART III – TERMS AND CONDITIONS

3.1 Water By-law

The Owner acknowledges and agrees that the use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Town's Water By-law then in force. The Owner agrees not to use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Town and until a temporary water meter

has been installed by the Town, at the Owner's expense, to record the amount of water used for flushing or testing. The Owner shall be responsible for the cost of installing and subsequently removing such temporary water meter as well as the costs of the water used for such flushing and testing at the rates applicable from time to time and levied by the Town. The Owner shall also be responsible for all costs associated with the maintenance of the temporary water meter.

3.2 Damage and Debris

The Owner agrees:

- (a) to not use any Town owned land (including roads and highways whether assumed or unassumed) during development of the Lands without the written permission of the Town and/or County of Grey, as applicable. In the event any Town owned lands, works, equipment or material is damaged by the Owner or because of the construction on the Lands, the Owner agrees to repair and restore said damage immediately to the satisfaction of the Town.
- (b) not to foul any roads or highways and shall maintain satisfactory personnel and equipment to sweep and clean the roads and highways so fouled by construction on or related to the Lands to prevent nuisance mud or dust and as directed by the Town and/or County of Grey.
- (c) to clear any garbage or debris from the Lands or adjacent lands and roads if requested by the Town and in any event the Owner agrees to keep the lands in a reasonably clean and tidy state.

3.3 Right to Enter

The Owner, for itself and its successors and assigns, hereby grants to the Town, and its employees, agents, contractors and workmen and other persons duly authorized by the Town the right at all times and from time to time, to enter on the Lands or any part thereof for the purposes of inspecting the Lands and construction thereon, including the grading and drainage of the Lands or any part thereof in accordance with the requirements of this Agreement and for rectifying a Default of the Owner if necessary.

3.4 Communication Plan

- (a) The Owner covenants and agrees to create and abide by a Communications Plan. The Owner further agrees that if the Communications Plan requires that Notice or communications be given before any step is taken, the Owner shall not take such step until such Notice or communication is given. In the event the Owner fails to give Notice or facilitate required communication, the Town may issue a stop work order and the Owner shall cease all work on the lands related to the failure to give Notice until proper Notice or Communication is given or made.

- (b) The Owner covenants and agrees to provide, or require that the Consultant provide, a Communications Plan to notify the Town and Area Residents of significant Construction activities to the satisfaction of the Town.
- (c) At a minimum the Communication Plan shall provide:
 - (i) For installation of a project notification sign, 1.2 m x 2.4 m minimum size, to Town template, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date and maintained for full duration of construction.
 - (ii) Notification of the construction project to property owners as deemed appropriate in consultation with the Development Engineering department of the Town via hand/mail delivery.
 - (iii) Schedules of intended site activities updated regularly (weekly or bi-weekly, as determined in consultation with the Town).
 - (iv) A minimum of two (2) weeks' notice following Town approval and prior to commencement of:
 - i. Significant site activities such as site alteration works (e.g. tree clearing & grubbing, commencement of site servicing/grading, placement of asphalt, concrete curbs and sidewalks, and landscaping).
 - ii. Off-site works on Town owned Lands/Roads following receipt of a Municipal Land Use Permit (MLUP) and/or County of Grey owned roads following receipt of any required permits.

3.5 Stop Work Order

- (a) A Stop Work Order shall mean an order, issued by the Town, which requires the Owner or their contractors, agents, employees or assigns, to immediately cease the activity, work or works as outlined in the Stop Work Order. The Stop Work Order shall set out the remedial actions required by the Owner.
- (b) Nothing in a Stop Work Order shall prohibit the Owner or their contractors, agents, employees or assigns from continuing work or works for the sole purpose of securing the Lands or preventing damage to person or property.
- (c) The Town agrees to forthwith rescind a Stop Work Order once the remedial action as outlined in the Stop Work Order has been fulfilled, at the Town's discretion, acting reasonably.

- (d) A Stop Work Order may only be issued by the Town in any of the following circumstances, at the Town's sole and absolute discretion:
 - a. The continuation of the work on the Lands poses a threat to person or property or is deemed an emergency by the Town;
 - b. The work on the Lands is not in conformity with the Approved Plans and in the opinion of the Town, requires immediate or urgent correction, rectification or repair.
 - c. The work on the Lands is not approved by, or is in contravention of, this Agreement or any applicable municipal, provincial, or federal law or by-law.
- (e) The Owner covenants and agrees to save harmless the Town and that the Town shall not be responsible or liable for any damages or losses incurred by the Owner or its contractors, agents, employees or assigns, as a result of the issuance of any Stop Work Order by the Town, unless said Stop Work Order was issued maliciously, negligently, or in bad faith.
- (f) The failure of the Owner or their contractors, agents, employees or assigns to comply with a Stop Work Order shall constitute a Default.

3.6 The Construction Act

The Owner 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 Act*. The Owner 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 Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Town, the Owner will take such steps and pay such costs/fees as may be necessary to immediately discharge all liens registered upon the Lands or any Town lands (where the subject of the lien relates to the development of the Lands).

3.7 Occupancy

The Owner agrees:

- (a) Not to permit occupancy of any building or structure or part thereof for which building permits have been issued until all works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and specifications, and the internal water distribution and sanitary sewer collection systems have been tested and approved and are operating in accordance with the conditions established by the Town; and
- (b) that, in the event that a building or structure or part thereof is occupied contrary to this Section, the Town is entitled to obtain an order from a court of competent jurisdiction

prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Town.

3.8 Lighting Facilities

The Owner agrees to design light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.

3.9 Garbage Collection

The Owner agrees not to permit any refuse, junk, debris or other material related to the development of the Lands to be deposited on any other lands, and that any such refuse, junk, debris, or other material will be removed from said other lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of forty-eight (48) hours from the time of delivery of written notice to the Owner, the Town may enter the Lands and remove the said material and the Owner will be charged for all expenses incurred by the Town and the Owner further agrees that the Town may make such charge against the security filed with the Town. Any such charge issued by the Town to the Owner shall include a 15% administration fee.

3.10 Snow Removal

The Owner agrees to provide regular removal of snow from the site and/or to provide sufficient snow storage areas on the Lands, and that the parking spaces and landscaping areas will not be used for the stockpiling of snow. The Owner agrees to manage snow in accordance with the Approved Plans.

3.11 Utilities

The Owner agrees to obtain written confirmation from the appropriate entities that all utility requirements for the Lands, including but not limited to water, electricity, telephone, telecommunications (including internet and fibre network), cable television, gas, and postal services have been satisfactorily arranged, and that servicing for the same will be provided underground without any expense, cost or obligation on the part of the Town and that all requisite easements have been or will be provided to such entities.

3.12 Building Code

The Owner acknowledges that the Lands and Site Plan shall be developed and constructed in complete compliance with the Ontario Building Code (O. Reg. 350/06, as amended).

3.13 Utilities

The Owner agrees to obtain confirmation from the appropriate entity that all public utility services for the Lands, including but not limited to water, electricity, telephone, internet, cable, gas, and postal service are available, have been satisfactorily arranged, and will be installed as complete underground services at no cost or expense to the Town, and that all requisite easements have or will be provided to such entities.

3.14 Site Access

The Owner covenants and agrees that they shall not use any open Town owned roads or highways (whether assumed or unassumed) for any construction related vehicles without prior written permission of the Town.

3.15 Siltation, Erosion, Grading, Drainage, Mud, Dust, and Fill

The Owner shall:

- (a) install the siltation and erosion control works shown on the Approved Plans prior to the start of any construction activity on the Lands and these works shall remain in place and be maintained by the Owner until all grading, construction activity of any kind, and landscape works on the Lands are completed and the Town has advised the Owner by Notice that these works may be removed.
- (b) be responsible for all grading and drainage of the Lands in accordance with the Approved Plans and accepted engineering practices;
- (c) correct or rectify any grading deficiencies on the Lands to the satisfaction of the Town within three (3) weeks, weather permitting, of being given Notice by the Town to do so;
- (d) not alter the grading or change the elevation or contour of the land shown on the Approved Plans except in accordance with amended grading and drainage plans accepted by the Town.
- (e) ensure that any screening or processing of soil shall be completed and cease no later than July 1 of a calendar year. In the event that screening or processing is not complete by July 1, the Owner agrees to shape and hydroseed any soil stockpile and shall not be entitled to re-commence screening or processing until October 1 of the same year.
- (f) adopt reasonable dust mitigation protocols to minimize the impact of dust on the surrounding lands. The Owner agrees to use and implement all reasonable dust mitigation measures and techniques when requested by the Town.

- (g) ensure that all necessary Ministry of the Environment, Conservation and Parks permissions, permits and approvals, as applicable, are in place prior to the commencement of any soil screening or processing.
- (h) ensure that any fill or excess soil on the Lands or related to the development of the Lands is governed and managed in accordance with Ontario Regulation 406/19 as amended.

The Owner acknowledges that the Town, in addition to any other remedy it may have under this Agreement and at law, shall also be entitled to enforce this Section in accordance with the Town's Alteration of Grade By-law 2002-78 as amended from time to time or any successor or replacement by-law thereto.

3.16 Tree Preservation and Landscaping Requirements

The Owner shall:

- (a) preserve the existing trees and vegetation shown on the Approved Plans to be preserved, if required, and plant the trees and landscaping required to be planted by the Approved Plans;
- (b) install any tree protection fencing shown on the Approved Plans to the satisfaction of the Town prior to the start of any construction activity on the Lands, which fencing shall remain in place until all grading, construction activity of any kind is completed;
- (c) not remove any trees or vegetation without the prior written approval of the Town except such trees and vegetation that are diseased or dead or such trees and vegetation that are designated for removal on the Approved Plans; and
- (d) replace, to the satisfaction of the Town, any existing trees and vegetation shown on the Approved Plans to be preserved which are removed without prior written approval of the Town except such trees and vegetation that are diseased or dead;

The Owner acknowledges that the Town, in addition to any other remedy it may have under this Agreement and at law, shall also be entitled to enforce this Section in accordance with the Town's Tree Preservation By-law No. 2010-68 as amended from time to time or any successor or replacement by-law thereto.

3.17 Sanitary and Storm Sewer

The Owner covenants and agrees to:

- (a) connect and drain all sanitary and storm sewers to outlets as shown on the Approved Plans as approved by the Town, and if applicable as approved by other government authorities;

- (b) not connect any sewer to the existing sewer system unless authorized by the Town;
- (c) not connect the roof drainage system or the foundation drainage system to either the storm sewer system or the sanitary sewer system;
- (d) install a complete system of sanitary and storm sewers and appurtenances to service the Lands in accordance with the Approved Plans;
- (e) complete any upgrades to existing sanitary or storm sewers or drainage systems as required to provide adequate services to the Lands. The Owner acknowledges and agrees that the Town is not under any obligation to undertake any particular servicing improvements at any particular time and that the decision to proceed with such improvements shall be at the sole discretion of the Town.

3.18 Fill

The Owner acknowledges and agrees that any fill or excess soil on the Lands shall be governed and regulated by Ontario Regulation 406/19 as amended.

3.19 Existing Services

The Owner shall repair any damage to any existing municipal (including County) services, works, infrastructure or facilities, whether assumed by the Town or otherwise and whether within the Lands or external thereto, to the extent caused by the installation and maintenance of the works contemplated by this Agreement or otherwise caused by the development of the Lands by the Owner. Without limiting the generality of the foregoing or limiting the liability of the Owner, should there be a breach of this provision, the Owner shall repair the existing municipal services upon being given Notice by the Town to do so, to the extent caused by the Owner. A failure by the Owner to repair or rectify such damage to existing municipal services constitutes a Default.

3.20 Limited Means of Access

The Owner agrees that all construction traffic shall enter and leave the Lands using only the highways and other access points approved by the Town for this use. The Owner shall, when required by the Town, install barricades at the end of other highways providing access to the Lands to prevent these Highways from being used for construction traffic. The Owner shall maintain these barricades in place until the Town instructs the Owner to remove them.

The Owner shall ensure that suitable construction traffic routes are identified to the satisfaction of the Town.

3.21 Inspection by Town

- (a) The Owner agrees that the Town, its employees, agents and contractors or any other authorized persons may, at all reasonable times and upon reasonable notice to the Owner (except in the case of an emergency, as determined by the Town) enter upon the Lands and inspect the installation of any works in furtherance of the terms of this Agreement,

but such inspection shall in no way relieve the Owner from its responsibility to inspect the said installation itself.

- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by the Town if at any time the Town reasonably considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of this Agreement or any applicable laws. If the Owner fails to comply with such direction, the Town may take action to rectify the situation at the expense of the Owners and in this regard the Town also shall be entitled to draw upon the Security.

3.22 Additional Tests

- (a) The Town may, at its discretion, carry out independent qualitative or quantitative tests on any works to confirm compliance with the terms of this Agreement and the Approved Plans, and the Owner, or their contractors, shall permit the Town or its employees, agents, contractors or other authorized person to enter the Lands to conduct such tests. The Owner agrees that if the Town determines, in its sole and absolute discretion, acting reasonably, that said tests are required to ensure the proper installation, functioning, or maintenance of the works, the Owner shall be responsible for the costs of the testing.

3.23 Town May Repair Works

- (a) In the event that the Owner fails to keep any works shown on the Approved Plans in a proper state of repair as required by this Agreement, and fails to take steps to correct this state of repair upon receipt of reasonable Notice from the Town, the Town may declare the Owner in Default and proceed to undertake the necessary remediation and repair.

3.24 Emergency Repairs

- (a) If any works or infrastructure required by this Agreement or the Approved Plans, do not function or do not function properly in the opinion of the Town, or require necessary immediate repairs to prevent damage or hardship to any persons or to any property, the Town may enter upon the Lands and make whatever repairs may be deemed necessary at the expense of the Owner. The Owner shall pay to the Town, within twenty (20) days of receipt by the Owner of a Notice demanding payment, all costs of the work incurred in making the said repairs as determined by the Town. The Town shall advise the Owner forthwith by Notice of the nature and extent of the emergency and repairs which were necessary. Such undertaking to repair shall not release the Owner from any of its obligations under this Agreement.

3.25 Damage and Debris

- (a) The Owner covenants and agrees:

- I. that all Town owned lands that may be used by the Owner or parties employed by the Owner or others during the development of the Lands and Site Plan shall be kept in a good and usable repair and condition during construction and if, in the sole opinion of the Town, such Town owned lands are damaged in any way by the Owner or parties employed by the Owner, such Town owned lands will be repaired or restored immediately to the satisfaction of the Town.
- II. to maintain satisfactory personnel and equipment available to sweep the highways, and private roads within the Lands, as necessary to prevent nuisance mud and dust or as directed by the Town, and this operation will continue during any period of active construction on the Lands.
- III. Not to unreasonably foul or damage any highways or land or property outside the limits of the Lands, including tracking of mud or other materials thereon and further agrees to provide the necessary persons and equipment to be available on reasonable notice at all times to keep such highways clean and that all trucks making deliveries to or taking materials from the Lands shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish, or debris on the abutting highways and streets;
- IV. not to allow and to restrain, insofar as it is able to do so, all others, from depositing junk, debris, or other materials on the Town Lands and private land not owned by the Owner;
- V. to clear excessive debris and garbage on any land within or adjacent to the Lands if so requested by Notice given by the Town and that the Town shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within forty-eight (48) hours of being advised to do so;
- VI. that, if in the opinion of the Town, the requirements of this Section are not complied with, the Town will do the work as required by the Town at the Owner's expense. The Owner shall pay to the Town, within twenty (20) days of receipt by the Owner of a Notice demanding payment, all costs of the work incurred by the Town as determined by the Town.

3.26 Rights to Enter

- (a) The Owner, for itself and its successors and assigns, hereby grants to the Town, and its employees, agents, contractors and workmen and other persons duly authorized by the Town the right at all times and from time to time, upon reasonable prior notice to the Owner, to enter on the Lands or any part thereof for the purposes of inspecting the Lands, any construction, including the grading and drainage of the Lands or any part thereof in accordance with the requirements of this Agreement and for rectifying a Default of the Owner.

3.27 Environmental Contamination or Impairment

- (a) In this Section the terms "Discharge" and "Contaminant" shall have the meaning ascribed to them in *Environmental Protection Act*, R.S.O. 1990, c. E.19.

- (b) If the Town has a reasonable concern that any work, activity or construction on the Lands has created or poses a real or potential impairment to watercourses, surface water, groundwater, any land or the environment, the Town may require the Owner, or its Consultants/contractors/agents, to produce or undertake relevant information, studies, or inspections to the Town to determine if there has been such impairment or there is a risk of same. Such inspections or studies may include an environmental site assessment, hydrogeological study, water quality study, well survey or any other such study as the Town, the Ministry of the Environment, Conservation & Parks ("MECP"), or other Government Authority deem necessary to investigate real or potential contamination or impairment of any lands, the environment, watercourses, surface water, or groundwater.
- (c) The Owner covenants and agrees that if there has been:
- I. a Discharge of a Contaminant;
 - II. an impairment or contamination of any land or the environment;
 - III. an impairment or contamination of a watercourse;
 - IV. an impairment or contamination of surface water or groundwater; then,
- the Owner agrees that it shall:
- I. notify the Town forthwith;
 - II. notify the MECP and any other relevant Government Authority forthwith as required by Applicable Laws;
 - III. take all practicable steps, including the design and installation of restorative or mitigative work or infrastructure, to eliminate and ameliorate the effects of the Discharge of a Contaminant, impairment or contamination of any land, environment, watercourse, surface water, or groundwater, as the case may be, to the satisfaction of the Town, MECP, and/or other Government Authority, as applicable.
- (d) The Owner agrees to compensate the Town for any incurred costs, losses, or damages to the Town as a result of any Discharge of a Contaminant, impairment or contamination of any land, environment, watercourse, surface water, or groundwater, or in exercising the Town's authority under this Agreement in relation, directly or indirectly, to any Discharge of a Contaminant, impairment or contamination of any land, environment, watercourse, surface water, or groundwater.
- (e) The Owner further covenants and agrees that nothing in this Section shall impose any obligation or responsibility on the Town to notify or report any Discharge of a Contaminant, impairment or contamination of any land, environment, watercourse, surface water, or groundwater, nor any obligation or responsibility to employ corrective measures and such obligations shall remain the Owner's sole obligations.

3.28 Municipal Servicing Allocation

- a) The Parties agree that the Owner, by executing this Agreement, is being granted municipal servicing allocation for the Project.
- b) The Owner agrees that, if this Agreement is terminated or declared null and void for any reason whatsoever prior to the Owner being issued a building permit for the Project, the servicing allocation shall be immediately revoked.

3.29 Parkland

The Owner agrees to pay to the Town, upon execution of this Agreement, cash in lieu of parkland dedication as set out in Schedule 'C' hereto.

3.30 Phasing

The Owner agrees that the development of the Lands in accordance with the Site Plan shall proceed as one phase, and that each building for any phase shall be subject to the approval of the Town's chief building official before the issuance of a building permit for the phase.

PART IV - FINANCIAL CONDITIONS, SECURITY AND INSURANCE

4.1 Fees and Charges

The Owner shall pay to the Town, upon execution of this Agreement, the payments, fees, charges and rates as set out in Schedule "C".

4.2 Development Charges

The Owner acknowledges that the Town and the County of Grey have enacted the development charges by-laws pursuant to the Development Charges Act, 1997, as amended, which apply to the Lands. Subject to any special provisions with respect to development charges set out in Schedule "B", the Owner shall pay the development charges imposed by these by-laws in the amounts and at the times provided by these by-laws.

4.3 Insurance

- (a) Prior to commencing any work on the Lands the Owner shall take out and keep in full force and effect until Final Acceptance of all of the Works, at its sole cost and expense, the following minimum insurance:
 - (i) Commercial General Liability insurance applying to all operations of the Owner which shall include coverage for bodily injury liability, property damage liability, products and completed operations liability, contractor's protective liability,

contractual liability, non-owned automobile liability, contingent employers liability and employees as additional insured.

This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done in connection with the development of the Plan.

This policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence and shall include the Town as an additional insured;

This policy shall provide primary insurance coverage and not excess to any other insurance available to the Town.

- (ii) Automobile Liability (Owned and/or Leased Vehicles) insurance with an inclusive limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property. This policy must cover all vehicles owned, leased or operated by or on behalf of the insured; and
- (iii) Environmental Pollution Liability insurance to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage cannot be limited to hostile fire only.

This policy shall be written with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, on a claims-made basis, or such other limit as the Town may reasonably require.

- (b) These policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurers to the Town at least sixty (60) days before the effective date thereof.
- (c) The premiums on these policies must be paid initially for a period of one year and the policies shall be renewed for further one-year periods until all the Works required under this Agreement are installed and assumed by the Town. If required by the Town, the Owner shall prove to the satisfaction of the Town that all premiums on these policies have been paid and that all insurance is in full force and effect.

- (d) The Owner shall deliver with this Agreement (if not previously delivered) a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Town.
- (e) The Owner shall file a renewal certificate with the Town not later than thirty (30) days before the expiry date of any policy provided pursuant to this Agreement, until the Town has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the Town shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the Lands cease until the policy is renewed.
- (f) These policies shall provide for cross-liability and severability of interest protecting the Town against claims by the Owner as it were separately insured and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured.

4.3.1 No Relief

The issuance of such policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.

4.3.2 Notice of Cancellation

If the Town receives notice from the Owner's insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Town otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Town may, on Notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Town shall be entitled to obtain new insurance or add the necessary insurance coverage to the Town's blanket insurance. The Owner shall forthwith, upon receipt of Notice thereof from the Town, reimburse the Town for the cost of such insurance payable as noted above. In addition, the Town shall, at its sole discretion and option, be entitled to draw upon any Security posted under this Agreement to cover the costs of the insurance.

4.4 Indemnity

The Owner 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 this Agreement, the approval of the Approved Plans, the design, installation, or operation of any of the works, building, or infrastructure required under this Agreement, the maintenance and repair or lack of maintenance and repair of such works, buildings, or infrastructure by the Owner pursuant to the terms of this Agreement, the use of any works, buildings, or infrastructure by any person or any defect in workmanship or material with respect to the same.

4.5 Security/Letter of Credit

- (a) In order to guarantee compliance with all conditions contained herein the Owner covenants and agrees to file with the Town upon execution of this Agreement, a letter or letters of credit, surety bond, cash, or certified cheque (collectively, "Security Instrument") in the amount as set out in Schedule "D" hereto. The Security Instrument shall be in a form approved by the Town, and the Owner covenants and agrees that the said Security Instrument shall be kept in full force and effect and that it will pay all premiums as the said Security Instrument becomes due or until such time as the Town returns the letter(s) of credit in accordance with Schedule "D" hereto.
- (b) 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, any applicable law or by-law, or in conformity with the Approved Plans, and the Owner fails to comply, within twenty (20) days written notice (or sooner, in the case of emergency), with a direction to carry out such corrective work or matter as the Town may prescribe the Owner shall be deemed to be in default ("Default"); in such case(s) the Town may draw on the Security Instrument to the extent necessary and enter onto the Lands and complete all outstanding works or matters, or rectify the Default in its sole and absolute discretion, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Owner hereby acknowledges and agrees that the Town reserves the right to draw on and use the proceeds from the Security Instrument to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that in the event that the Town determines that any reduction or release of the Security Instrument will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Town will not be obligated to reduce/release the Security Instrument until such time as such work is satisfactorily completed or the Town has sufficient security to ensure that such work will be completed.
- (d) If the Owner provides the requisite Security Instrument in the form of cash or certified cheque the Owner agrees that no interest shall be payable on any such deposit.
- (e) The Owner acknowledges that upon the transfer of ownership of the Lands, the Town will not return any Security Instrument required under this Agreement until the new owner files with the Town a substitute Security Instrument or such other security as may be permitted by the Town in the required amounts.
- (f) The Owner agrees that the Town shall retain sole and absolute discretion to draw on and use the Security Instrument to rectify Defaults as it sees fit and the Town is not obligated or required to draw on or use the Security Instrument for any particular purpose except in its sole and absolute discretion.

PART V – ADMINISTRATION & INTERPRETATION

5.1 Interpretation of Agreement

- (a) 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.
- (b) Unless the context otherwise requires, in this Agreement words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (c) The Owner acknowledges and agrees that it shall be responsible for the complete cost of performance and enforcement of all of the it's obligations pursuant to this Agreement unless specifically relieved from such responsibility by the terms of this Agreement. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless specifically stated otherwise.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) 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.
- (g) The Parties 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.
- (h) All references to parts, sections, clauses, paragraphs and schedules unless otherwise specified are references to parts, sections, clauses, paragraphs and schedules of this Agreement.
- (i) The Decision, Site Plan Approval, the Town of The Blue Mountains Engineering Standards (2023) and the Approved Plans are incorporated into and form part this Agreement and shall have the same force and effect as if the information shown on them were contained in the body of this Agreement.

5.2 Representations and Warranties

The Owner hereby represents and warrants to the Town as follows and acknowledges that the Town is relying on such representations and warranties in entering into this Agreement:

- i. It is duly incorporated, organized and validly subsisting under the laws of its jurisdiction of incorporation and is qualified and able to own or lease property, and to carry on business, in Ontario.
- ii. It has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder.
- iii. It has duly obtained all corporate approvals and the authorizations of any governmental authority required for the execution, delivery and performance of this Agreement and such execution, delivery and performance and the consummation of the transactions herein and therein do not conflict with or result in a breach of any covenants or agreements contained in, or constitute a breach of or default under or result in the creation of any encumbrance under, the provisions of its constating documents or any shareholders' or directors' resolution or any indenture, agreement or other instrument whatsoever to which it is a party or by which it is bound and does not contravene any applicable Laws of any governmental authority.
- iv. This Agreement has been duly executed and delivered by it and is valid, binding and enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforcement of creditors rights generally and to the fact that specific performance and other equitable remedies are available only in the discretion of a court.
- v. It has not committed an act of bankruptcy, is not insolvent and is able to meet its obligations as they come due, has not proposed a compromising arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed in respect of any part of its assets, has not had any encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or become levied upon any of its property.
- vi. It owns its respective fee simple right, title and interest in and to the Lands free and clear of all encumbrances, other than those specifically contemplated and/or permitted by this Agreement.

- vii. It acknowledges and agrees that any municipal approvals, including zoning and site plan approvals, do not verify or confirm the adequacy of soil conditions and the Owner accepts full responsibility for soil conditions, including soil and/or groundwater and surface water contamination.

5.3 Scope of Agreement

This Agreement defines the obligations and duties of the Owner with respect to the development of the Lands and the Site Plan which shall include the installation, construction, repair and maintenance of certain works, building, and infrastructure as defined and stipulated in this Agreement. Without limiting the generality of the foregoing, the obligations and duties may include other construction, works, and buildings, payments to be made to the Town and to such other persons or entities, and such other matters as may be more specifically set out herein.

The requirement of the Owner to enter into this Agreement and assume all the obligations and requirements herein is a fundamental consideration without which the Town would not have issued Site Plan approval.

5.4 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, including a condominium corporation.

5.5 Public Disclosure

The Owner covenants and agrees that this Agreement and all schedules or attachments hereto shall be made publicly available and may be posted on the Town's website or otherwise made freely available to all members of the public and the Owner hereby consents to such disclosure.

5.6 Joint Authors

Each Party acknowledges and agrees that it has participated in the drafting of this Agreement and that no portion of this Agreement shall be interpreted less favorably to either Party because that Party or its legal counsel was primarily responsible for the drafting of that portion.

5.7 Notice

If any notice is required to be given by either Party to the other with respect to this Agreement, such notice shall be mailed, delivered, or sent by email to each Party at the addresses as set out in Schedule 'A' hereto. Any such notice mailed, delivered or sent by email (subject to evidence of failure in email) shall be deemed good and sufficient notice: if sent by mail, 5 days after sending; and if sent by email, on the same day if sent before 5pm on a business day and absent any failure of delivery notification.

5.8 Registration of Agreement

The Owner hereby agrees that this Agreement will be registered upon title to the Lands and the Owner hereby authorizes the Town Solicitor or his designate to execute on behalf of the Owner all documents necessary to register this Agreement in the Land Registry Office. The Owner 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.

5.9 Postponement and Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and subordinate 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 before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

5.10 Enforcement

The Owner 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 s. 446 of the Municipal Act.

5.11 Termination of Agreement

If the proposed development governed by this Agreement is not commenced within six (6) months from the date of the execution of this Agreement, the Town 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 and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Town, but under no circumstances will interest be paid on any refund.

If the Owner commences construction on the Lands and construction ceases for a period of twelve (12) months or longer, the Town may declare this Agreement null and void and the Owner agrees to immediately thereafter take such action to make the Lands safe and secure to the satisfaction of the Town; the failure to do so shall constitute a Default.

5.12 Waiver

The failure of the Town at any time to require performance by the Owner 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.

5.13 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 Owner 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.

5.14 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.

5.15 Governing Law

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

5.16 Counterparts

The Parties agree that this Agreement may be executed in any number of counterparts (including counterparts by email or facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5.17 Electronic Signatures

The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, SO 2000, c17 as amended from time to time with respect to this Agreement.

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


Per: 

Name Nancy & Mario Adamo

Title Owners

I/We have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS



~~Mayor~~ Andrea Matrosovs Deputy Mayor Peter Bordignon



Clerk - Corrina Giles

SCHEDULE "A"

**This schedule forms part of a Site Plan Agreement between the Owner and The Corporation
of the Town of The Blue Mountains**

APPROVED PLANS

The following plans and drawings, when marked "Approved" and/or "Approved for Construction" by the Town:

| Dwg/ Plan # | Title | Prepared By | Final Dwg Date |
|----------------|--|---------------------|-------------------|
| A 1.0 | Site Plan | Edward Lee Arch | Jan 23 2025 |
| A 2.1 | Building 1 Plans | Edward Lee Arch | Jan 17 2025 |
| A 2.2 | Building 2 Plans | Edward Lee Arch | Jan 17 2025 |
| A 3.1 | Building 1 Elevations | Edward Lee Arch | Jan 17 2025 |
| A 3.2 | Building 2 Elevations | Edward Lee Arch | Jan 17 2025 |
| C1 | Removals and Erosion Sediment Control | Capes | Feb 11 2025 |
| C2 | Site Grading and Servicing Plan | Capes | Feb 11 2025 |
| C3 | Post Development Drainage Plan | Capes | Oct 23 2024 |
| C4 | Standard Details | Capes | Feb 11 2025 |
| N/A | Hardscape Concept | Outdoor Reflections | Oct 2024 |
| N/A | Planting Concept | Outdoor Reflections | Jan 2025 |
| N/A | Exterior Palette | Westgrove | N/A |
| N/A | Profile Retaining Wall | Grande Wall | Dec 10 2024 |
| N/A | Cross Section Retaining Wall | Grande Wall | Dec 10 2024 |
| | Fire Evacuation Plan | N/A | N/A |
| E1 | Photometric Plan | Kirkland | Jan 20 2025 |
| E1 A | Photometric Plan | Kirkland | Jan 20 2025 |
| N/A | Internal Privacy Fence | N/A | N/A |
| N/A | Property Line Fence Opaque | N/A | N/A |

ADDRESSES FOR NOTICE

53 Bruce St. S
Thornbury, ON.
N0H2P0

SCHEDULE "B"

This schedule forms part of a Site Plan Agreement between the Owner and The Corporation of the Town of The Blue Mountains

CONDITIONS OF SITE PLAN APPROVAL

The Owner shall abide by the conditions of Site Plan approval set out in the Decision as if they individually were incorporated into the body of this Agreement.

OTHER SPECIAL PROVISIONS

| | |
|---------------|--|
| PART 1 | LANDS AND EASEMENTS NA |
| PART 2 | WORKS PROVISIONS NA |
| PART 3 | PLANNING PROVISIONS NA |
| PART 4 | THE CONDOMINIUM CORPORATION (if applicable) NA |

SCHEDULE "C"

**This schedule forms part of a Site Plan Agreement between the Owner and The Corporation
of the Town of The Blue Mountains**

PART 1 - LIST OF FINANCIAL OBLIGATIONS OF THE OWNER

| | | |
|----|----------------------------------|---------------------|
| 1. | Parkland Payment | \$21,400.00 |
| 2. | Agreement Preparation Fee | \$9685.00 |
| 3. | Municipal Fees and Charges | \$Nil |
| 4. | Land use Permit Fee | \$Nil |
| 5. | Development Charges (see Part 2) | \$ |
| 6. | Engineering Works Fee | \$1056.00 |
| 7. | Other | \$ |
| | | |
| | Total | \$ 32,141.00 |

PART 2 – DEVELOPMENT CHARGES

For the purposes of this Agreement:

“DC By-law” means the Town’s Development Charges By-law 2024-29 as amended from time to time or any successor or replacement by-law thereto;

1. The Parties agree that the provisions of the DC By-law and/or a Development Charges deferral agreement shall govern the payment of development charges with respect to the motel units to be constructed on the Lands, and the applicable development charges shall be payable at the time of building permit issuance at the applicable rate in accordance with the DC By-law and in accordance with any deferral agreement as applicable.
2. Notwithstanding Section 1 of Part 2 of this Schedule, the Owner shall, upon receipt of a demolition permit and demolition of the existing non-residential structure on the Lands, be entitled to a development charge credit that shall be calculated in accordance with the DC By-law.
3. The DC Credits shall be valid for five (5) years from the date of issuance of the demolition permit; after which all applicable development charges shall be payable in the applicable amount at the applicable time.

SCHEDULE "D"

**This schedule forms part of a Site Plan Agreement between the Owner and The Corporation
of the Town of The Blue Mountains**

PART 1 ESTIMATED COST OF THE SECURED WORKS AND SECURITY REQUIRED

A – TOTAL COST OF THE SECURED WORKS

| | |
|---|-----------|
| 1. INTERNAL WORKS | |
| a. Mobilization/Demobilization: | \$6,000 |
| b. Erosion and Sediment Control: | \$10,171 |
| c. Site Preparation & Removals: | \$34,142 |
| d. Site Servicing & Below Ground Works: | \$40,820 |
| e. Above Ground Works: | \$183,012 |
| 2. EXTERNAL WORKS | |
| a. Mobilization/Demobilization: | \$3,000 |
| b. Site Servicing & Miscellaneous: | \$6,000 |
| c. Road Works: | \$6,299 |

TOTAL ESTIMATED COST OF THE SECURED WORKS **\$289,443.20**

Site Supervision, Contract Administration, Engineering (if applicable) \$1056

**Building Services to inspect site works and clear release of securities
in consultation with Engineering as required**

TOTAL SECURITY REQUIRED **\$30,000.00**

(10% of Total Cost of the Works plus Engineering)

PART 2 - REDUCTION AND RELEASE OF SECURITY

- (a) The Owner covenants and agrees that the Town shall not be required to reduce or release any of the Security Instrument held pursuant to this Agreement until:
- a. The Owner has delivered to the Town an application letter setting out the particulars of the Security Instrument reduction or release request; and,
 - b. The Owner or Consultant has delivered to the Town all necessary certificates, plans, drawings, and specifications as required by the Town; and,
 - c. The Consultant(s) have provided to the Town a certificate stating and confirming that all of the works, buildings, and infrastructure which is shown on the Approved Plans have been installed free of all defects and deficiencies and in strict accordance with all applicable laws, the Approved Plans, and the Ontario Building Code; and,

- d. The Owner has delivered to the Town Record drawings (as defined by the Professional Engineers of Ontario) of all public works, and as-built drawings (as defined by the Professional Engineers of Ontario) of all other infrastructure; and,
- e. The Owner or Consultant has delivered to the Town a statutory declaration that all accounts from contractors for any construction have been paid and that no construction liens have been files related to any public works or services or Town owned lands; and,
- f. The Town has inspected the Lands, Site Plan, and public works or services and the Owner has rectified any repaired all defects and deficiencies as identified by the Town to the satisfaction of the Town; and,
- g. The Owner has rectified any damage to any external lands or pre-existing infrastructure; and,
- h. Any applicable maintenance period(s) which apply to the External Services/public works or services have expired; and,
- i. The Owner is not in Default and has satisfied and fulfilled all of the requirements of this Agreement, to the satisfaction of the Town.

SCHEDULE "E"

**This schedule forms part of a Site Plan Agreement between the Owner and
The Corporation of the Town of The Blue Mountains**

LANDS AND EASEMENTS TO BE CONVEYED TO THE TOWN

PART 1 PARKLAND DEDICATION

Nil – Cash in lieu per Section 3.29.

PART 2 OTHER LANDS TO BE CONVEYED

Nil

PART 3 EASEMENTS TO BE CONVEYED

Town

Easements as shown on the Approved for Construction drawings.

Other Persons

Easements as otherwise may be required for utility service providers.

PART 4 LANDS FOR FUTURE DEVELOPMENT

Nil.