

The Corporation of the Municipality of Brockton



By-Law 2022-098

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Being a By-Law to Enter into a Site Plan Control Agreement Between the Corporation of the Municipality of Brockton and The Fenwick Inc. and Walker West Estates Inc. for a Property Located Within the East Ridge Business Park in Walkerton.

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**Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

**And Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

**And Whereas** subsection (7) of the said Section 41 authorizes the Corporation to require the Owner of the subject lands or its agent to enter into an Agreement with the Corporation

**And Whereas** the Council for The Corporation of the Municipality of Brockton deems it expedient to enter into a Site Plan Control Agreement with The Fenwick Inc. and Walker West Estates Inc. for a property located within the East Ridge Business Park in the Town of Walkerton, legally described as BLOCK 48, PLAN 3M253; MUNICIPALITY OF BROCKTON, PIN 33198-0393 (LT);

**Now Therefore** the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Corporation of the Municipality of Brockton hereby enter into a Site Plan Control Agreement for a property located within the East Ridge Business Park in the Town of Walkerton, legally described as BLOCK 48, PLAN 3M253; MUNICIPALITY OF BROCKTON, PIN 33198-0393 (LT) which shall detail certain terms and conditions of the proposed development by The Fenwick Inc. and Walker West Estates Inc. and this agreement, shall be attached hereto and marked as Schedule "A" and shall form an integral part of this by-law.
- 2.0 That the Mayor and Director of Legislative and Legal Services (Clerk) are authorized to sign and execute the attached Site Plan Agreement as well as any other related documentation on behalf of the Corporation.
- 3.0 That this By-Law shall come into effect upon final passage.
- 4.0 This By-Law may be cited as the "Fenwick/Walker West Site Plan Control Agreement By-Law".

**Read, Enacted, Signed and Sealed this 21<sup>st</sup> day of June, 2022.**

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Mayor – Chris Peabody

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Director of Legislative and Legal Services (Clerk) –  
Fiona Hamilton

**Municipality of Brockton**

**Site Plan Agreement**

This Agreement made this 21<sup>st</sup> day of June, 2022 and referred to as the  
“Site Plan Agreement”

BETWEEN:

**The Fenwick Inc.**  
hereinafter referred to as the “Owner”

-and-

**The Corporation of the Municipality of Brockton**  
hereinafter referred to as the “Municipality”

-and-

**Walker West Estates Inc.**  
hereinafter referred to as the “Mortgagee”

**Whereas** the Owner represents and warrants that it is the registered owner of the lands described in Schedule “A” attached hereto (hereinafter called the “subject lands”) which are affected by this Agreement;

**And Whereas** in this Agreement “Owner” includes any subsequent Owner of the aforementioned subject lands;

**And Whereas** the Municipality has enacted a Site Plan Control By-Law pursuant to the provision of Section 41, of the Planning Act RSO. 1990, c.P.13 as amended (“Planning Act”);

**And Whereas** the Owner wishes to undertake a development on the subject lands in accordance with a Site Plan attached as Schedule “F” hereto, hereinafter called the “Approved Site Plan”;

**And Whereas** subsection (7) of the said Section 41 of the Planning Act authorizes the Municipality to require the Owner of the subject lands to enter into an Agreement with the Municipality;

**And Whereas** the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successor’s on title;

**And Whereas** the Municipality is of the opinion that it would not be proper or in the public interest to permit development of the subject lands unless assurances are given by the Owner that matters referred to in this Agreement are carried out in the manner hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants, agreements, and promises herein contained and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained therein, the parties hereto covenant and agree as follows:

**1. Introduction**

1.1. The Owner agrees to enter into a Site Plan Agreement with the Municipality, for the development of all buildings and structures located on the identified on the Approved Site Plan.

- 1.2. The Owner agrees to allow the Municipality at the Owner's expense to register or deposit this Agreement in the Registry Office for the County of Bruce against the subject lands.
- 1.3. Nothing in this Agreement shall relieve the Owner from complying with any other applicable Municipal requirements or by-laws.
- 1.4. The Owner acknowledges and agrees that the Municipality, its servants, agents, and contractors, may enter the subject lands at any time to inspect the works for conformity with the Approved Site Plan and compliance with the obligations of this Agreement.

## **2. 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 solicitor's Certificate of Ownership of the subject lands.
- 2.3. SCHEDULE "C" Being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided.
- 2.4. SCHEDULE "D" Being a schedule of refundable deposits to be obtained and held/filed with the Municipality by the Owner, upon execution of this Agreement.
- 2.5. SCHEDULE "E" Being a schedule for the release/reduction of securities by the Municipality to the Owner.
- 2.6. SCHEDULE "F" Being references of the approved plans referred to in this Agreement.

## **3. Site Development**

- 3.1. The Owner agrees to undertake development on the subject lands, at his sole expense, in conformity with the Approved Site Plan as referenced in Schedule "F" attached hereto.
- 3.2. At the sole discretion of the Municipality, if the Owner fails to obtain a building permit within two (2) years of signing this Agreement then the Agreement may be automatically terminated upon forty-five (45) days written notice to the Owner, at which time the approval granted to the Approved Site Plan may be rescinded.
- 3.3. At the sole discretion of the Municipality, if the Owner has taken out a building permit but has not completed construction within three years of the date of the permit, this Agreement may be terminated and the approval granted to the Approved Site Plan is rescinded.
- 3.4. The Owner agrees to restore the municipal streets, to current standards, which have been disturbed or damaged during the course of construction, to the satisfaction of the Municipality.

## **4. Landscaping**

- 4.1. The Owner shall, at its own expense, install landscaping as indicated on the Approved Site Plan.
- 4.2. The Owner agrees to erect all fences that are illustrated on the Approved Site Plan prior to occupancy.

## **5. Outside Storage**

- 5.1. The Owner agrees that any outside storage is located within prescribed areas as shown on the Approved Site Plan. If and when outside storage is placed in locations beyond the approved locations, the Owner shall be considered to be in breach of this agreement and subject to penalties as prescribed in the Planning Act.

## **6. Refuse Storage**

- 6.1. The Owner agrees to provide a central refuse storage collection area and this area shall be either within a building or in a location shown on the Approved Site Plan.

## **7. Loading, Parking and Driveways**

- 7.1. The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Municipality's firefighting equipment.
- 7.2. The Owner agrees that asphalt surface treatment shall be provided for any and all loading, parking area and driveways and shall be constructed as set out on the Approved Site Plan. Surface treatment shall be adequately maintained and treated to prevent the raising of dust or loose particles and shall include provisions for adequate drainage facilities.
- 7.3. The Owner agrees that parking spaces shall be provided on the subject lands as indicated on the Approved Site Plan.
- 7.4. The Owner shall be required to provide and maintain accessible parking as per any Municipality By-Law relating thereto and any requirements as applies to the Highway Traffic Act, in force at the time of entering into this Agreement.
- 7.5. The Owner agrees to maintain and remove snow accumulation from parking areas to ensure the required parking areas are accessible. The Owner is responsible for the removal of excess volume in snow accumulation and snow storage from the site as required to maintain site conditions as outlined in the Approved Site Plan and this agreement.

## **8. Water and Sewer Services**

- 8.1. The Owner shall install and connect water, storm and sanitary sewer services, as shown on the Approved Site Plan and as directed by the Chief Building Official and the Municipal Engineers. Said connections shall be at the sole expense of the Owner, subject to the required fees.
- 8.2. The Owner shall be responsible in addressing any constraints in the available water pressure and volume and to complete the design for the interior systems accordingly.
- 8.3. Disposal of waste water shall be in compliance with the requirements of the Ministry of the Environment and the Municipality's Sewer Use By-Law.
- 8.4. There shall be no connection to the municipal water distribution system until the Booster Pumping Station servicing Phase 2 of the Walker West Estate Subdivision has been commissioned or written permission has been granted by the Chief Building Official.

## **9. Drainage**

- 9.1. The Owner agrees that surface and roof drainage systems shall be designed and constructed to the satisfaction of the Municipality and as shown on the Approved Site Plan. Water shall not be directed onto any adjoining properties without the express approval of the so affected property owner within a registered drainage easement.

9.2. The Owner agrees to advance and complete the site grading per the Approved Site Plan, prepared by Cobide Engineering Inc., that illustrates how stormwater and surface water will be detained on the subject lands and discharged to the municipal drainage system.

9.3. Further the Owner shall retain a Professional Engineer to provide general reviews confirming that all Work has been constructed in general conformity with the Approved Site Plan and in accordance with all applicable law.

## **10. Hydro Connections**

10.1. The Owner agrees that the electrical service from the public street or other distribution point, to the building shall be underground and that there will be no overhead wires leading to the buildings.

## **11. Signs**

11.1. The Owner shall indicate the location and size of any and all proposed signs on the Approved Site Plan. It is recognized that the content of the sign may change as building occupancy changes.

## **12. Lighting**

12.1. The Owner agrees that all lighting shall be constructed as shown on the Approved Site Plan and shall be oriented and its intensity so controlled to prevent glare on adjacent roadways and properties. All parking lot lighting shall also comply with the Municipality's Dark Sky resolution.

## **13. External Works**

13.1. The Owner covenants and agrees to provide, construct, install and pay for the external municipal services to the standards and specifications required by the Municipality as shown on the Approved Site Plan which include but are not limited to:

- a) Water, storm and sanitary sewer laterals to the property line of the subject lands;
- b) paved driveway approaches; and
- c) extension of municipal sidewalks.

13.2. The Owner covenants and agrees to construct or install all external works, services and facilities to the satisfaction of the Municipality, 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 one (1) year from the date of certification of substantial completion. The Owner covenants and agrees that it will promptly make good all defects in such external works, services or facilities constructed or installed by the Owner as part of the Approved Site Plan to the satisfaction of the Municipality, in accordance with all municipal specifications and in a good workmanlike manner.

13.3. The Owner acknowledges that any action taken by the Municipality 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 Municipality's right to enforce and guarantee maintenance provisions of this Agreement. In the case that the Municipality requires to construct or install additional services to any of the external works, services, or facilities affected, the Municipality shall give the Owner five (5) working days prior written notice in order to encourage optimal scheduling coordination between the Owner and the Municipality.

**14. Phasing**

14.1. Reserved

**15. Easements, Municipal or Otherwise**

15.1. Reserved

15.2. The Municipality and its Chief Building Official make no representations and warranties with respect to any existing easements by other parties affecting the subject property and their impact on the Approved Site Plan, this Agreement or any construction undertaken by the Owner. The Owner assumes all risks associated with same.

**16. Maintenance**

16.1. The Owner shall:

- a) Complete the works and other facilities required on the Approved Site Plan and this Agreement at their sole expense and to the satisfaction of the Municipality;
- b) Maintain those works and facilities located on the subject lands to the satisfaction of the Municipality at the sole risk and expense of the Owner; and
- c) At all times in the future, provide to an acceptable standard and within a reasonable time frame, the removal of snow and ice from access ramps and driveways, parking areas, loading areas and walkways for the protection of people and property and to afford safe access to the subject lands.

16.2. Without limiting the generality of paragraph 16.1 (b), the Owner shall:

- a) Maintain all hedges, trees, shrubs, and other ground cover in a reasonably healthy state;
- b) Keep any works and facilities shown on the plan with respect to landscaping in good repair;
- c) Refrain from doing anything that will have a detrimental effect on adjoining properties; and

**17. Site Plan Inspection and Occupancy**

17.1. The Owner agrees that prior to occupancy of any building on the subject land, the Owner shall request a Site Plan Inspection conducted by the Municipality. An agent or employee of the Municipality shall inspect the site and note any deficiency associated with the project that requires remedy prior to occupancy being granted. All deficiencies shall be remedied prior to the refund of the Performance Deposit. Deficiencies may be considered to be a breach of this Agreement. The protocol for deficiency resolution is described in Section 23 below.

17.2. The Owner shall not occupy nor shall it allow anyone else to occupy any building or part thereof for which building permits have been issued until all buildings on the subject lands are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, and that all internal works of the Approved Site Plans referenced in Schedule "F" are substantially complete including but not limited to the internal water distribution and sanitary sewer collection which have been tested and approved and are operating in accordance with the conditions established by the Municipality, in other words: achieving a minimum built environment that is safe and functional for building occupants and users as well as ready to be used for the building's intended purposes. The Municipality agrees that consent to occupy the building will not unreasonably withheld, if the Owner has achieved the

aforementioned functional performance with substantial completion of built works but may have incomplete cosmetic elements of the site works; these can include, but are not limited to, green landscaping that may have seasonal installation sensitivities and efficiencies.

- 17.3. In the event that a building or part thereof is occupied other than in accordance with the provisions of section 17.2 above, the Municipality shall be entitled to obtain an Order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with.

## **18. Professional Engineer**

- 18.1. The Owner covenants and agrees to retain a Professional Engineer who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of lot grading and drainage, site and external servicing plans, municipal service connection designs, and lot grading and drainage reports that are to be submitted to the Chief Building Official for his/her approval. This site design, prepared by Cobide Engineering Inc., has been included in Schedule "F".
- 18.2. The Owner's Professional Engineer shall provide general reviews confirming that all Work has been constructed in general conformity with the Approved Site Plans and in accordance with all applicable law and confirm in writing to Chief Building Official that all internal and external services, lot grading and drainage requirements have been constructed in general conformity with the approved Engineering Drawings and reports, prior to the release of performance deposit held for engineering-related works. When the engineering-related works are substantially complete, the Professional Engineer's letter (stamped with engineer's seal) stating that new construction has been built to general conformity of the approved design drawings shall be in a format acceptable to the Chief Building Official and in accordance with the normal obligations of the Owner's Professional Engineer that already exists in law in absence of any contract provisions of this Agreement. The Chief Building Official may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design and review process.

## **19. Release and Indemnification**

- 19.1. The Owner agrees that the Municipality shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Subject Land by reason of anything done by or on behalf of the Municipality under this Agreement.
- 19.2. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims or demands whatsoever against the Municipality, its Council, employees, workers, agents, contractors, and consultants, and further covenants and agrees to indemnify and save harmless the Municipality, its Council, employees, workers, agents, contractors, and consultants from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality, its Council, employees, workers, contractors, and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Land, including without limitation, the installation, maintenance, repair and/or operation of any facilities therein.
- 19.3. Without limiting that set out above, the Owner shall at all times indemnify and save harmless the Municipality of and from all losses, costs and damages which the Municipality may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this

Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a priority lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.

- 19.4. This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called "such persons") any rights against the Municipality with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Municipality to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Municipality, and shall be maintained to the satisfaction of the Municipality at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Municipality the provisions of Section 446 of the Municipal Act 2001, as amended, shall apply.
- 19.5. If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Municipality to enter upon the said subject lands and do such matter or things.

## **20. Severability**

- 20.1. The clauses of this Agreement shall be deemed independent and the striking down or invalidity of any one or more of the clauses does not invalidate this Agreement or the remaining clauses.

## **21. Performance Deposit**

- 21.1. Prior to obtaining a Building Permit, the Owner agrees to provide the Municipality with a Performance Deposit in the amount of \$3,850.00 The purpose of this security is to:
- a) Ensure that the Owner constructs the project in compliance with the Approved Site Plan;
  - b) Ensure the provision of all matters and facilities required pursuant to this Agreement;
  - c) Ensure other applicable municipal requirements shall be met within the prescribed period of time;
  - d) To be used to cover the costs of any damage to municipal property during the course of construction.
- 21.2. The Performance Deposit shall be determined by the Municipality based upon a formula of 1% of the value of the project's construction (including land). The minimum Performance Deposit shall be \$3,000.00 and the maximum Performance Deposit shall be \$20,000.00. The Performance Deposit shall be in the form of cash, Certified Cheque, or by Irrevocable Letter of Credit.
- 21.3. The Performance Deposit shall be refunded to the Owner without interest upon meeting the terms as described in Schedule "E" of this Agreement.

## **22. Additional Permits**

- 22.1. The Owner acknowledges that the Municipality by approving the Site Plans, and entering into this Agreement, does not relieve the Owner from the requirements of obtaining any permit or license that may be required by the Municipality, the



County of Bruce or any other agency, including any provincially appointed regulatory body or Ministry, before the proposed development can proceed.

**23. Termination of Agreement**

- 23.1. If this Agreement is to be terminated for any reason, the Municipality shall inform the Owner and give them 60 days written notice to address the issue. If after 60 days written notice, the issue is not resolved then the Municipality is deemed to have withdrawn its consent to the proposed development and a formal notice of termination stipulating all development is to cease may be issued until the Owner has entered into a further Site Plan Agreement. No liability or other duty required of the Municipality under this Agreement shall be imposed on the Municipality should this Agreement be terminated. The Municipality is under no obligation to return any money paid under this Agreement.
- 23.2. Notwithstanding anything contained herein to the contrary, and subject to approval by the Municipality, if the Owner is delayed in substantially completing the construction of any work or facility required by this Agreement by any act beyond the Owner's reasonable control, the time for completion shall be extended by a period of time equal to such delay.

**24. Estoppel**

- 24.1. The Owner further covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this paragraph may be pleaded as an estoppel against the Owner in any such proceeding.

**25. Mortgagee's Covenants**

- 25.1. The Mortgagee hereby postpones its interest as Mortgagee under a mortgage registered in the Bruce County Land Registry Office on the 1<sup>st</sup> day of April as Instrument Number BR181414 to the terms of this Agreement.

The Mortgagee shall not be required, in its capacity as mortgagee:

To install any works and services that have not been installed by the Owner;

To complete the installation of any works and services that the Owner has started to install, but not completed, or

To correct any deficiencies in works and services improperly installed by the Owner.

**26. Notices**

- 26.1. Any notices required or permitted to be given under this Agreement shall be in writing and may be served either personally, by email or by mailing such notice by registered mail postage prepaid or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

The Municipality of the Municipality of Brockton  
c/o Clerk  
100 Scott Street  
P.O. Box 68  
WALKERTON, Ontario  
N0G 2V0  
fhamilton@brockton.ca

The Fenwick Inc.  
Attn: William Clancy  
36 John Crescent,  
Chepstow, ON  
N0G 1K0  
billclancy5@gmail.com

- 26.2. If any notice is mailed by registered mail, postage prepaid or sent by prepaid courier service as aforesaid, it shall be deemed to have been received by the party to whom it was mailed or sent on the fifth day following the day upon which

it was received by one of Her Majesty's post offices or is sent by courier, on the second day after which it was delivered to the courier service unless the second day ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the two day period.

**27. Agreement Runs with Land**

27.1. This Agreement shall inure to the benefit of the Municipality, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Owner and its successors and assigns.

This Agreement is also binding upon any the Mortgagee and its respective heirs, executors, administrators, successors and assigns.

**28. Municipal Expenses**

28.1. The Owner shall pay to the Municipality the reasonable costs for all outside technical, professional and legal advice that the Municipality has incurred in order to approve the development covered by this Agreement. These expenses do not include technical services rendered by full time municipal staff. The Municipality agrees to share consultant invoices for the Owner to confirm the reasonability of such costs. The Financial Obligations are outlined in Schedule "C" of this Agreement. Securities and Performance deposits are outlined in Schedule "D" of this Agreement.

28.2. The Owner agrees to pay to the Municipality by cash or Certified Cheque, a contribution for the Municipality's municipal administrative services in the sum of \$0.10 per square foot with a minimum fee of \$500.00 as per the Fee By-Law of the Municipality based upon the building's foot print for all commercial and industrial developments. This fee will only be charged on the proposed building(s). Staged development will be charged the necessary fees as per the Fee By-Law of the Municipality as amended, once future development begins.

28.3. The total contribution for this development, based on a 20,070 square foot building will be \$2,007.00 and shall be payable on execution of this Agreement and before the issuance of a building permit.

**29. Miscellaneous provisions**

29.1. In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

29.2. The terms of this Agreement may be amended, altered, substituted, deleted, replaced, or added to only if such modification is in writing, signed by both parties and expressly stated to be a modification of this Agreement.

29.3. Headings in this Agreement shall not to be considered part of this Agreement and are included solely for the convenience of reference. They are not intended to be full or accurate descriptions of the contents thereof.

29.4. Should any provisions of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that both Parties, directly or through their agents have participated in the preparation of this agreement.

29.5. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

29.6. The Owner acknowledges that the Owner has been advised to consult a lawyer before executing this Agreement. The Owner represents and warrants that the Owner has either obtained independent legal advice from the Owner's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Owner represents and warrants that the Owner has read this Agreement and understands the terms and conditions and the Owner's rights and obligations under this Agreement and agrees to be bound by it.

**This Section Intentionally Left Blank**

Signed, Sealed and Delivered  
In the Presence

**Owner**

**The Fenwick Inc.**

\_\_\_\_\_

William Clancy  
President of The Fenwick Inc.

I have authority to bind the Corporation

**The Municipality of the Municipality of Brockton**

Dated: \_\_\_\_\_

Per: \_\_\_\_\_

Chris Peabody – Mayor

Dated: \_\_\_\_\_

Per: \_\_\_\_\_

Fiona Hamilton – Clerk

We have the authority to bind the Municipality.

**Mortgage**

Date: \_\_\_\_\_

Per: \_\_\_\_\_

**Schedule "A" to Site Plan Agreement**

**Description of Lands**

**Being:** BLOCK 48, PLAN 3M253; MUNICIPALITY OF BROCKTON,  
PIN 33198-0393 (LT)

**Schedule "B" to Site Plan Agreement**

**Solicitor's Certificate of Ownership**

I [Name of Solicitor]

a Solicitor of Ontario, do hereby certify that [Name of Owner(s)] is/are the sole Owners(s) in fee simple of all land described in Schedule "A" to the Site Plan Control Agreement herein referred to.

I further certify that there are no mortgages or other encumbrances upon said lands or any part thereof save and except the following:

[list of encumbrances]

I further certify that [Name of Owner(s)]

Is/are the sole Owner(s) in fee simple of all land to be conveyed to the Municipality pursuant to the said site Plan Control Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgages or other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Site Plan Control Agreement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

TO: [name of Municipality]

\_\_\_\_\_  
Solicitor for the Owner(s)Being: [legal description]

**Schedule "C" to Site Plan Agreement**

**List of Financial Obligations to the Owner(s)**

1.	Site Plan Agreement Registration/Preparation - Invoiced for Actual Cost – (Refundable Deposit \$1,000.00)	
2.	Site Plan Agreement Preparation Fee -	\$114.00
3.	Site Plan Agreement Administration Fee -	<u>\$2,007.00</u>
	TOTAL	<u>\$2,121.00</u>

**Schedule "D" to Site Plan Agreement**

**Security/Letter of Credit**

<b>SECURED WORKS</b>		<b>AMOUNT</b>
1.	Performance Deposit	\$3,850.00
<b>TOTAL</b>		\$3,850.00



**Schedule “E” to Site Plan Agreement**

**Release of Security**

Application for Reduction of Securities

Prior to the release of any security held by the Municipality for the works, facilities and matters set out in this Agreement, the Owner must supply the Municipality with the following documentation:

- a) formal request for reduction/release;
- b) consultant’s sealed letter of general conformance with approved drawings submitted for site plan approval;

Release of Securities

(a) Release of Performance Deposit

Upon the receipt by the Municipality of all the documents identified above works, and satisfaction to the Municipality that the work has been completed in general conformity with the approved plans, the Municipality shall release the Performance Deposit.

(b) Release of Site Plan Control Agreement Registration/Preparation Deposit

Upon payment of the invoice for the cost incurred for the registration of the Site Plan Control Agreement in the Registry Office for the County of Bruce against the subject lands, the Municipality shall release the Site Plan Control Agreement/Preparation Deposit.

**Schedule "F" to Site Plan Agreement**

**APPROVED PLANS**

The following Plans forms part of this Site Plan Agreement and are on file at the Clerk's Office for the Municipality.

Proposed Apartment Complexes Walker West Estates STAMPED - 02755 Site Plan Approval Set 2022-06-13

1. SHEET No. 02755-SP1 – DEVELOPMENT SITE PLAN
2. SHEET No. 02755-SS1 – SITE SERVICING PLAN
3. SHEET No. 02755-SG1 – SITE GRADING PLAN
4. SHEET No. 02755-STM1 – STORM SEWER CATCHMENT AREAS
5. SHEET No. 02755-DET1 – MISCELLANEOUS DETAILS I
6. SHEET No. 01890-DET2 – MISCELLANEOUS DETAILS II
7. REPORT 02755 SANITARY SEWER DESIGN KW 2022-01-07
8. REPORT 02755 STORM SEWER DESIGN 2022-01-07

SBM-21-4221 THE WEST WOOD ESTATE INC. WALKERTON 4 STOREY APARTMENT dated 2022-02-18

9. A0.0 – RENDERINGS
10. A1.0 – BASEMENT FLOOR PLAN
11. A1.1 – GROUND FLOOR PLAN
12. A1.2 – 2<sup>ND</sup> – 4<sup>TH</sup> FLOOR PLAN
13. A2.0 – BUILDING ELEVATIONS

The Owner agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above referenced Plans.