

**SITE PLAN AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020.

B E T W E E N:

**2008255 ONTARIO INC.**  
(hereinafter called the "Owner")

Party of the FIRST PART

-and-

**PARKLAND CORPORATION**  
(hereinafter called the "Lessee")

Party of the SECOND PART

-and-

**THE CORPORATION OF THE TOWNSHIP  
OF CRAMAHE**  
(hereinafter called the "Municipality")

Party of the THIRD PART

-and-

**BANK OF MONTREAL and  
CANLEND FINANCING GROUP INC.**

(hereinafter collectively called the "Mortgagees")

Parties of the FOURTH PART

**WHEREAS** the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands") subject to the interest of the Mortgagees;

**AND WHEREAS** the Owner and Lessee desire to develop the Subject Lands in accordance with the plans attached hereto;

**AND WHEREAS** the Subject Lands are within an area designated as an "area of site plan control" passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended;

**AND WHEREAS** the Municipality requires the Owner and Lessee to enter into this Agreement as a condition of approval of the plans and drawings for the proposed development on the Subject Lands;

**NOW THEREFORE** in consideration of the premises and the sum of Two Dollars (\$2.00) 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 herein, the parties hereto agree as follows:

**DEFINITIONS**

- 1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Municipal Engineer" shall mean engineer for the Municipality or such person or persons designated in writing from time to time by the Municipality.
- (c) "Municipality" shall mean the Corporation of the Township of Cramahe.
- (d) "Owner" shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.

**SCHEDULES**

- 2. The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

- Schedule "A" - Legal description of lands to be developed ("Subject Lands")
- Schedule "B" - Site Plan and Drawings
- Schedule "C" - Landscaping Plan
- Schedule "D" - Site Servicing Plan
- Schedule "E" - Grading and Drainage Plan
- Schedule "F" - Site Lighting Plan
- Schedule "G" - Off-Site Works; On-Site Works and Works Cost Estimate
- Schedule "H" - Performance Guarantee
- Schedule "I" - Insurance
  
- Schedule "J" - Regulations for Construction

The originals of the above-noted Schedules, as approved by the Municipality, are available at the Municipal Clerk's office for inspection during regular business hours.

### **REGISTRATION AND CERTIFICATION**

3. (a) The Owner shall, prior to the execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and that the Mortgagees are the sole encumbrancers of the Subject Lands.
- (b) The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registrable form.
- (c) The Mortgagees to the full extent of their respective interests in the Subject Lands, hereby consent to the registration of this Agreement and for themselves, their heirs, executors, administrators, successors and assigns, hereby subordinate and postpone all of their right, title and interest in the Subject Lands to the Municipality and to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
- (d) The Owner and Lessee hereby agree that no part of the Subject Lands shall hereinafter be conveyed, transferred, mortgaged or leased separately, and that the whole of the Subject Lands shall be treated as a single lot for all future conveyances and no testamentary instrument, conveyance, transfer, charge, lease or application shall be executed or registered, which purports to deal with only part of the Subject Lands, without the prior written approval of the Municipality.
- (e) The parties acknowledge and agree that in the event of any breach of this Agreement, the Municipality shall not thereafter be required to issue any permits, provide any approvals or any services to benefit the whole or any part of the Subject Lands.

### **COMMENCEMENT OF DEVELOPMENT**

4. The Owner and Lessee covenant that they shall not commence any development whatsoever on the Subject Lands until:
  - (a) this Agreement has been registered on title against the Subject Lands;
  - (b) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act;

- (c) the Owner and Lessee have provided all required security or other payments required pursuant to this Agreement; and
- (c) all necessary permits and authorizations have been obtained by the Owner and Lessee. It is acknowledged that it is the Owner's and Lessee's responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.

In the event that it comes to the attention of the Municipality that the Owner and/or Lessee have failed to comply with any of the requirements of this Paragraph, the Municipality, upon seven (7) business days written notice to the Owner and Lessee, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner and Lessee. The Municipality may, at the expense of the Owner and Lessee, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

### **DESIGN AND SUPERVISION**

- 5. (a) The design and supervision of the construction and installation of all of the works shall be provided by a Professional Engineer retained by the Lessee, who shall be certified to practice in the Province of Ontario. The Lessee's Engineer shall file with the Municipal Engineer, prior to commencement of construction, a written undertaking with respect to the said works, which undertaking shall include the provision of the Engineer's Certificate upon completion that the execution of the works has been in accordance with the approved plans, Municipal standards and specifications and the terms of this Agreement.
- (b) The Lessee agrees that the cost of all design and supervision for all of the works shall be borne by the Lessee.

### **SITE PLAN APPROVAL**

- 6. The Municipality hereby approves all plans attached as Schedules hereto and the Owner and Lessee covenant and agree that the Subject Lands shall only be developed in strict accordance with the Schedules and terms of this Agreement and other plans filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner and Lessee covenant that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

### **FACILITIES AND WORKS TO BE PROVIDED AND MAINTAINED**

- 7. (a) The Owner and Lessee covenant and agree to provide and maintain, at their expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without

limiting the generality of the foregoing, the Owner and Lessee covenant and agree with the Municipality to:

- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the Schedules annexed hereto;
- (ii) restrict parking for all vehicles on the Subject Lands to the parking areas illustrated on the Schedules annexed hereto;
- (iii) construct all off-street vehicular loading and parking surfaces and the driveways leading thereto shown on the Site Plan, in accordance with the specifications for surfaces approved by the Municipality;
- (iv) to mark all parking areas illustrated on the applicable schedules hereto with signs, immediately upon the completion of the construction of the parking areas;
- (v) at all times, to properly maintain the parking areas, signs, loading areas, driveways, fire routes, exits and entrances, walkways, etc. on the Subject Lands;
- (vi) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, fire routes, exits and entrances, parking areas, loading areas and walkways on the Subject Lands;
- (vii) grade, alter in elevation and/or contour the Subject Lands in accordance with the Schedules annexed hereto and to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon shall be properly disposed of to the satisfaction of the Municipal Engineer. After the final grading is complete the Owner and/or Lessee shall file with the Municipal Engineer a plan, under seal, prepared by an Ontario Land Surveyor or Professional Engineer, setting forth the final grades of the Subject Lands and written certification, under seal, that the grades are in conformity with the applicable Schedules annexed hereto. In the event that the grading, alteration in elevation and/or contouring of the Subject Lands does not provide for the proper disposal of storm or other surface water from the Subject Lands and from any buildings or structures thereon (notwithstanding the approval of same by the Municipality) the Owner and/or Lessee shall be required to make such alterations to the grading, elevation or contouring of the Subject Lands as are required to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon are properly disposed of to the satisfaction of the Municipal Engineer;
- (viii) ensure that all lighting facilities on the Subject Lands or on the buildings or structures to be constructed thereon are designed and constructed so as to divert light away from adjacent lands and buildings and are in

- accordance with the requirements of all applicable legislation and regulations;
- (ix) store and dispose of garbage and other waste material in accordance with the Schedules attached hereto and the provisions of the Municipality's by-laws and in such a manner as the Municipality may from time to time direct;
  - (x) provide and maintain in a healthy and proper condition the landscaping, plantings, fencing and/or buffering shown on or described in the Schedules annexed hereto;
  - (xi) provide fire routes in accordance with and as shown on the Schedules attached hereto and the Owner and/or Lessee shall obtain, install and maintain signs (approved by the Municipal Fire Chief) prohibiting parking at all times along the full length of the fire routes, to the satisfaction of the Municipal Fire Chief. The said fire routes shall be constructed in a manner satisfactory to the Municipal Fire Chief and without limiting the generality of the foregoing shall be sufficient to support the weight of firefighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Municipal Fire Chief prior to the occupancy of any building on the Subject Lands;
  - (xii) install new curbs, curb cuts, entranceways, sidewalks, and/or alter, relocate or remove such existing services as shown on the Schedules hereto; and
  - (xiii) The Owner and Lessee acknowledge that the Subject Lands will be subject to the Municipality's Parking By-laws, including the By-laws regulating barrier free parking on private property. The Owner and Lessee hereby agree that they will install appropriate signage for the barrier free spaces which will include pavement marking and signage installed at a minimum of 1 metre above the ground and a maximum of 1.5 metres above the ground. The Owner and Lessee shall be responsible for installing this signage prior to occupancy of the building and to maintain such pavement marking and signage, all of the foregoing to the satisfaction of the Municipality's Chief Building Official or designate.
- (b) The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of this Agreement shall be maintained by the Owner and/or the Lessee to the satisfaction of the Municipality and in default thereof the provisions of Section 446 of the Municipal Act, 2001, as amended from time to time, shall apply. The Municipality or the Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipality or the Municipal Engineer in their sole and absolute discretion, provide the Owner and Lessee with a minimum of seven (7) business days written notice of the Municipality's intent to apply the

provisions of Section 446 of the said Municipal Act and to provide a reasonable opportunity for the Owner and/or Lessee to remedy the situation complained of prior to exercising the Municipality's authority to apply the provisions of Section 446 of the said Municipal Act.

## **RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS**

8. The Owner and Lessee hereby acknowledge that they are responsible for obtaining all permits and authorizations that may be necessary to the development proposed on the Subject Lands from all authorities having jurisdiction.

## **INSPECTION**

9. In addition to any other rights that the Municipality may have by statute or otherwise, representatives of the Municipality may, at any time and from time to time, inspect the development and the works being undertaken on the Subject Lands.

## **SECURITY FOR ON-SITE & OFF-SITE WORK/SERVICES**

10.
  - (a) Any facilities, works, services, utilities and other matters to be constructed beyond the limits of the Subject Lands (herein called the "Off-Site Works") and the estimated cost of constructing and installing same are set out Schedule "G" annexed hereto. The said Schedule "G" has been prepared by the Lessee's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement.
  - (b) In addition to describing the Off-Site Works and the estimated cost thereof, Schedule "G" hereto shall separately describe the works to be completed on the Subject Lands for which security is required (herein called the "On-Site Works"). For purposes of this Agreement, the phrase "Works Costs Estimate" shall mean the total of the estimated cost of the Off-Site Works and On-Site Works.
  - (c) The Owner and Lessee shall be responsible for, and shall upon demand forthwith pay to the Municipality the cost of any damage caused to the Municipality's roads, sidewalks, curbs, and entranceways as a result of the undertaking of the development of the Subject Lands. The amount of any such damages shall be fixed by the Municipal Engineer whose decision shall be final.
  - (d) The Owner and/or Lessee shall commence construction of the On-Site and Off-Site Works within one (1) year of the date of this Agreement, and shall within three (3) years of the commencement of construction, complete the construction and installation of all the Off-Site Works and On-Site Works as outlined in the Schedule "G" attached hereto.

## **PERFORMANCE GUARANTEE**

11.
  - (a) In order to guarantee that the On-Site Works and Off-Site Works will

be constructed and installed in accordance with the provisions of this Agreement, the Lessee shall, contemporaneously with the execution of this Agreement, lodge with the Municipality a "Performance Guarantee" consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount equal to one hundred percent (100%) of the Off-Site Works Cost Estimate plus ten percent (10%) of the On-Site Works Cost Estimate as detailed on Schedule "G". The Performance Guarantee shall be in the form as set out in Schedule "H" hereto. The Lessee covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.

- (b) Maintenance Security in the amount of 15% of the estimated total cost of construction of all Off-Site Works shall be provided by the Lessee in a form acceptable to the Municipality prior to the release or reduction of the Performance Guarantee by the Municipality. The Maintenance Security shall be held by the Municipality for a minimum of twelve (12) months following the date of written acceptance of the Off-Site Works by the Municipality to provide security for the Lessee's obligation to correct any and all deficiencies that arise with the Off-Site Works within the said twelve (12) month period.
- (c) The Performance Guarantee for Off-Site and On-Site Works shall not be released until all such Works have been completed to the satisfaction of the Municipality, and if required by the Municipality, written certification has been received from the Lessee's engineer that all or any part of the Off-Site or On-Site Works have been completed in accordance with the requirements of this Agreement.
- (d) **USE OF THE MAINTENANCE GUARANTEE**

The Lessee agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Municipality deems fit:

- (i) if the Lessee fails to properly maintain, repair or replace any or all of the Off-Site Works; or
- (ii) if a claim for lien is registered or a copy thereof given to the Clerk of the Municipality pursuant to the Construction Act, R.S.O. 1990, c. C.30 as amended from time to time relative to the construction of the Off-Site Works; or
- (iii) if the Owner or Lessee fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner or Lessee arising from or in connection with or in any way relating to: (i) the maintenance, repair or replacement of any or all of the Off-Site Works and/or (ii) the other provisions of this Agreement.



(e) **REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE**

The Maintenance Guarantee shall be retained by the Municipality until the Owner or Lessee has provided the Municipality with satisfactory evidence that there has been full compliance with the requirements of the Construction Act, R.S.O. 1990, c. C.30 as amended from time to time, and that the time for preserving liens has expired in relation to such work, services or materials for which the Municipality may, in the sole and absolute opinion of the Municipality's solicitor, be liable.

**USE OF PERFORMANCE GUARANTEE**

12. The Owner and Lessee agree that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner or Lessee:

- (a) in any way make or permit default in the Owner's or Lessee's obligations under this Agreement; or
- (b) fails to pay any fees, costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner or Lessee arising out of or in connection with or in any way relating to the construction and installation of the Off-Site Works and On-Site Works or the other provisions of this Agreement.

The Municipality agrees to give seven (7) business days written notice to the Owner and Lessee of the Municipality's intent to use all or any part of the Performance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner and Lessee as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

**INSURANCE**

13. The Owner and Lessee covenant and agree to maintain insurance in accordance with the provisions of Schedule "I" of this Agreement.

The Owner and Lessee shall obtain and maintain a policy or policies of insurance in accordance with the provisions of Schedule "I" of this Agreement and shall from time to time, at the request of the Municipality, furnish proof to the Municipality a certificate of insurance in respect of the same. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner and/or Lessee shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

**OWNER'S COSTS**

14. (a) 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".

- (b) Every provision of this Agreement by which the Lessee is obligated in any way shall be deemed to include the words "at the expense of the Lessee".
- (c) The Owner and/or Lessee shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands or in respect of this Agreement.

## **TAXES**

- 15. The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

## **CONSTRUCTION LIENS**

- 16. It is agreed between the parties hereto that the registration of a claim for lien or the giving of a copy of a claim for lien to the Clerk of the Municipality pursuant to the Construction Act, R.S.O. 1990, c.C.30, as amended from time to time shall entitle the Municipality, in addition to any other remedies available to it, to use all or any part of the Performance Guarantee to satisfy the liabilities and obligations of the Municipality as may arise pursuant to the said Act.

## **INDEMNIFICATION OF MUNICIPALITY**

- 17. The Owner and Lessee hereby covenant and agree to indemnify and save harmless the Municipality, its employees, workmen, agents, consultants and advisors 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 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 and/or Lessee developing the Subject Lands, including without limitation any or all of the Off-Site Works and On-Site Works or any provision or breach of any provision of this Agreement, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

## **SPECIAL PROVISIONS**

- 18. (a) Notwithstanding any obligations in this Agreement of the Lessee, the Owner

shall remain bound by all obligations, covenants and agreements whatsoever created by this Agreement, including those assumed by the Lessee, and shall remain jointly and severally liable therefor to the Municipality. The Owner hereby acknowledges and agrees that neither the Performance Guarantee, Maintenance Guarantee or any policy of insurance which the Owner and Lessee are required to provide or maintain according to this Agreement, shall in any way be deemed to limit the liability of the Owner.

- (b) The Owner and/or Lessee shall only construct those buildings, structures and facilities as shown on the Site Plan attached to this Agreement and the Owner and Lessee agree to apply to the Municipality to amend this Site Plan Agreement if the Owner and/or Lessee propose to construct any other buildings on the Subject Lands.
- (c) The Owner and Lessee hereby agree to pay for the removal or moving of any hydroelectric or other utility poles that may be required by any development pursuant to this Agreement.
- (d) The Owner and Lessee acknowledge and agree that they are responsible for the perpetual and proper maintenance of all water mains, if any, and appurtenances on the Subject Lands.
- (e) The Owner and Lessee acknowledge and agree that the restoration of all travelled road surfaces, curb and gutter, boulevard and sidewalk shall be completed in accordance with the Municipality's standards by the Owner and or Lessee, at their expense, and to the satisfaction of the Municipality.
- (f) The Owner and/or Lessee acknowledge and agree that they shall provide to the Municipality written certification from a qualified engineer(s) that all of the Works have been constructed and tested in accordance with the applicable standards and specifications, which certification shall be to the satisfaction of the Municipality.
- (g) Prior to the execution of this Agreement by the Municipality, the Owner shall provide confirmation that the impact of contamination on the Subject Lands has been removed and shall implement a risk-based approach model with the contamination delineated, all to the written satisfaction of the Municipal Engineer.
- (h) The Owner shall not assign this Agreement to any other person without first providing the Lessee with a written document acknowledging assumption by the proposed assignee of the Owner's responsibilities and liabilities herein, and providing the other parties of this Agreement as third party beneficiaries of such assumption.

## **GENERAL**

19. (a) The Owner and Lessee agree with the Municipality that:

- i) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
  - ii) the failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
  - iii) Minor alterations to the Schedules to this Agreement may be permitted upon the written approval of the Municipal Engineer. The Municipal Engineer shall determine whether the proposed alteration is “minor” in his sole and absolute discretion, which decision shall be final and binding on the parties hereto;
  - iv) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the Regulations for Construction as set out in Schedule "J" hereto or as otherwise prescribed by the Municipality from time to time;
  - v) the Owner and Lessee shall not call into question, directly or indirectly, in any proceedings 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 clause may be pleaded as an estoppel against the Owner and Lessee in any such proceedings;
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner and/or Lessee fail to apply for a building permit(s) for the development contemplated by this Agreement within six months from the date of the execution of this Agreement by the Municipality then the Municipality shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner and/or Lessee for approval. Nothing in this

Agreement shall affect the rights of the Municipal Chief Building Official under the Building Code Act, 1992, S.O. 1992, c.23 as amended from time to time

- (e) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

2008255 Ontario Inc.  
40 Granite Ridge Crescent  
Brampton, Ontario L6R 3H7

to the Lessee:

Parkland Corporation  
1800, 240 – 4<sup>th</sup> Ave SW,  
Calgary, Alberta T2P 4H4

**Attn: Michael Reisman**

to the Municipality:

The Corporation of the Township of Cramahe  
1 Toronto Street, P.O. Box 357  
Colborne, Ontario  
K0K 1S0

**Attn: Joanne Hyde, Clerk**

to the Mortgagees:

Bank of Montreal  
150 King St. W. - 11th Floor  
Toronto, ON M5H 1J9

Canlend Financing Group Inc.  
7050 A Bramalea Road, Unit 11  
Mississauga, Ontario  
L5S 1T1  
Canada

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed

seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof, or if emailed upon confirmation of receipt.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and one quarter Percent (1.25%) per month shall be payable by the Owner and/or Lessee to the Municipality on all sums of money payable herein or such amount established by Council from time to time for overdue accounts, which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender (masculine, feminine or neutral) and number as are required by the context and the nature of the parties hereto.
- (i) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of The Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED** ) **2008255 ONTARIO INC.**  
in the presence of )  
)  
)  
) \_\_\_\_\_  
) Per: c/s  
) (Please PRINT name below signature)  
)  
)  
) \_\_\_\_\_  
) Per: c/s  
) (Please PRINT name below signature)  
)  
) I/we have the authority to bind the corporation  
)  
) **PARKLAND CORPORATION**  
)  
) \_\_\_\_\_

) Per: Michael Reisman c/s  
)  
)  
) I/we have the authority to bind the corporation

) **THE CORPORATION OF THE**  
) **TOWNSHIP OF CRAMAHE**

) \_\_\_\_\_  
) Per: Mayor Mandy Martin  
)  
)  
)

) \_\_\_\_\_  
) Per: Joanne Hyde, Clerk  
)

) **BANK OF MONTREAL**  
)  
)  
)

) \_\_\_\_\_  
) Per: \_\_\_\_\_ c/s  
) (Please PRINT name below signature)  
)  
)

) \_\_\_\_\_  
) Per: \_\_\_\_\_ c/s  
) (Please PRINT name below signature)  
)

) I/we have the authority to bind the corporation  
)

) **CANLEND FINANCIAL GROUP INC.**  
)  
)  
)

) \_\_\_\_\_  
) Per: \_\_\_\_\_ c/s  
) (Please PRINT name below signature)  
)  
)

) \_\_\_\_\_  
) Per: \_\_\_\_\_ c/s  
) (Please PRINT name below signature)  
)

) I/we have the authority to bind the corporation

THIS AGREEMENT has been authorized and approved by By-Law No \_\_\_\_\_ of the Corporation of the Township of Cramahe and passed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.





**SCHEDULE "A"**

**LEGAL DESCRIPTION**

PIN 51140-0192(LT) BEING PT LT 33 CON 2 CRAMAHE PT 1 & 2 38R2664; CRAMAHE

## SCHEDULE “B”

### SITE PLAN AND DRAWINGS

*Original Set of Drawings on file with Township of Cramahe at 1 Toronto St.  
Colborne, Ontario K0K 1S0*

	Drawing Title	Drawing No	Last Revision Date	Prepared By
1	6 SQUARE CANOPY ELEVATIONS	A2-00	2018/ 10/ 30	CTM DESIGN SERVICE LTD.
2	FLOOR PLAN	A3-00	-	CTM DESIGN SERVICE LTD./TripleO's
3	PROPOSED EXTERIOR ELEVATIONS	A3-01	2019/ 11/ 12	CTM DESIGN SERVICE LTD./TripleO's
4	EQUIPMENT PLAN & SCHEDULES	A3-02	2019/ 12/09	CTM DESIGN SERVICE LTD./TripleO's
5	MID SIGN ELEVATION ULTARMAR	A6-01	2019/ 11/ 12	CTM DESIGN SERVICE
6	LANDSCAPE PLAN	L1	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
7	LANDSCAPE DETAILS	L2	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
8	PHOTOMETRIC PLAN	ESP1	MAR, 16, 2020	CANTAM GROUP LTD.
9	EROSION SEDIMENT CONTROL AND DEMOLITION PLAN	C1	2020/05/17	CANTAM GROUP LTD.
10	SITE GRADING PLAN	C2	2020/05/17	CANTAM GROUP LTD.
12	SITE SERVICING PLAN	C3	2020/05/17	CANTAM GROUP LTD.
13	SPECIFICATIONS AND DETAILS	C4	2020/05/17	CANTAM GROUP LTD.
14	STORMCEPTOR MANHOLE AND DETAILS	C5	2020/05/17	CANTAM GROUP LTD.
15	PIPE BEDDING DETAILS	C6	2020/05/17	CANTAM GROUP LTD.
16	SITE ELECTRICAL PLAN	E1-01	2020-03-06	CTM DESIGN SERVICE LTD.
17	SITEPLAN	SP1	2020/03/06	CANTAM GROUP LTD.
18	SITEPLAN DETAILS	SP2	2020/03/06	CANTAM GROUP LTD.
19	STORMWATER MANAGEMENT REPORT AND SERVICE BRIEF		May 17 <sup>th</sup> 2020	CANTAM GROUP LTD.
20	SANITARY SERVICING CONNECTION PLAN & DETAILS	SAN-1	2020/08/25	CLEARFORD WATER SYSTEM INC.

**SCHEDULE "C"**  
**LANDSCAPING PLAN**

*Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0*

6	LANDSCAPE PLAN	L1	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
7	LANDSCAPE DETAILS	L2	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT

**SCHEDULE "D"**  
**SITE SERVICING PLAN**

*Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0*

12	SITE SERVICING PLAN	C3	2020/05/17	CANTAM GROUP LTD.
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**SCHEDULE "E"**  
**GRADING AND DRAINAGE PLAN**

*Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0*

10	SITE GRADING PLAN	C2	2020/05/17	CANTAM GROUP LTD.
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**SCHEDULE "F"**  
**SITE LIGHTING PLAN**

*Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0*

8 PHOTOMETRIC PLAN      ESP1      MAR, 16, 2020      CANTAM GROUP LTD.

## SCHEDULE "G"

### OFF-SITE WORKS, ON-SITE WORKS AND WORK COST ESTIMATE

Item No	Description	Cost	Removed from Security	Maintenance		Performance	
				%	\$	%	\$
1.00	Civil Work						
1.01	Organic stripping and Removals	\$23,000					
1.02	Tank nest and Petroleum Ground Work		\$36,000				
1.03	Form and pour Foundations - C-Store		\$25,000				
1.04	Form and pour Foundations - Canopy		\$19,000				
1.05	Form and Pour Foundation QSR	\$21,000					
1.06	Deep Services - Ground water and Sanitary	\$13,000					
	<b>Civil Work Total</b>	<b>\$57,000</b>		<b>15%</b>	<b>\$ 8,550.00</b>	<b>50%</b>	<b>\$ 28,500.00</b>
2.00	Utilities						
2.01	Petroleum piping and electrical	\$69,000					
2.02	Water Service Line	\$24,000					
2.03	Subgrade Electrical	\$26,000					
2.04	Subgrade Plumbing	\$22,000					
	<b>Utilities Total Cost</b>	<b>\$141,000</b>		<b>15%</b>	<b>\$ 21,150.00</b>	<b>50%</b>	<b>\$ 70,500.00</b>
3.00	Paving						
3.01	Engineering Backfill	\$60,000					
3.02	Island Apron and Tank Pad	\$25,000					
3.03	Concrete Curbing	\$28,000					
3.04	Asphalt	\$30,000					
	<b>Paving Total Cost</b>	<b>\$143,000</b>		<b>15%</b>	<b>\$ 21,450.00</b>	<b>50%</b>	<b>\$ 71,500.00</b>
4.00	Landscaping and Lighting						
4.01	Landscape and Design Work	\$45,000					
4.02	Irrigation	\$28,104					
4.03	Yard Lighting	\$28,000					
	<b>Landscape and Design Work Total Cost</b>	<b>\$101,104</b>		<b>15%</b>	<b>\$ 15,165.60</b>	<b>50%</b>	<b>\$ 50,552.00</b>
5.00	Garbage Enclosures						
5.01	Earth Bins	\$11,000					
5.02	Install Bins	\$3,500					
	<b>Garbage Enclosures Total Cost</b>	<b>\$14,500</b>		<b>15%</b>	<b>\$ 2,175.00</b>	<b>50%</b>	<b>\$ 7,250.00</b>
			<b>TOTAL</b>		<b>\$ 68,490.60</b>		<b>\$ 228,302.00</b>
6.00	Demo						
6.01	C-store		\$62,000				
6.02	Canopy		\$22,000				
6.03	Pavement		\$31,000				
6.04	Tank nest		\$39,000				
6.05	Water well		\$22,000				
	<b>Demo Total Cost</b>	<b>\$176,000</b>		<b>Omitted</b>		<b>Omitted</b>	
7.00	Offsite Upgrades and Services						
7.01	Gas Services	\$26,000					
7.02	Water line Service	\$65,000					
7.03	Sanitary Tie in Line	\$69,000					
7.04	Asphalt patching	\$32,000					
7.04	Storm Water Discharge and Servicing	\$48,000					
	<b>Offsite Upgrades and Services Total Cost</b>	<b>\$240,000</b>	<b>TOTAL</b>	<b>15%</b>	<b>\$ 36,000.00</b>	<b>100%</b>	<b>\$ 240,000.00</b>

**SCHEDULE "H"**

**PERFORMANCE GUARANTEE**

*Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0*





**The Bank of Nova Scotia**

Trade Services Centre  
4th Floor, 1 St. Clair Avenue East  
Toronto, Ontario M4T 1Z3  
Tel: 1-888-722-3867  
Fax: 416-866-4286  
SWIFT: NOSCCATTPG

**Irrevocable  
Standby Letter of Credit No.:  
OSB66375GWS**

**Beneficiary:**

The Corporation of the Township of  
Cramahe, 1 Toronto St. PO Box 357  
Colborne, ON K0K 1S0 Canada

**Applicant:**

Parkland Corporation  
1800, 240 4 Avenue SW  
Calgary, AB T2P 4H4 Canada

**Date of Issue:**

November 24, 2020

**Date and Place of Expiry:**

November 23, 2021 at our counter

**Amount:**

CAD 572,792.60 Five Hundred Seventy Two Thousand Seven  
Hundred Ninety Two and 60/100 Canadian Dollars

Attn: Heather Sadler

We, The Bank of Nova Scotia, Trade Services Centre, 4th Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3, Canada (the "Bank"), at the request of the Applicant, hereby issue in favor of The Corporation of the Township of Cramahe (the "Beneficiary") this Standby Letter of Credit No. OSB66375GWS (the "Standby Letter of Credit") up to an aggregate amount of CAD 572,792.60 (Five Hundred Seventy Two Thousand Seven Hundred Ninety Two and 60/100 Canadian Dollars) (the "Maximum Amount") in connection with Development of a new site by Parkland Corporation and 2008255 Ontario Inc.

This Standby Letter of Credit is available by payment upon receipt by the Bank at its above noted address of the following documents:

1. Beneficiary's dated and signed written demand, in its letterhead, addressed to us and completed as follows:  
"We, hereby demand payment of the amount of ..... (Currency and Amount both in letters and numbers) under the Standby Letter of Credit No. OSB66375GWS issued by The Bank of Nova Scotia, and certify that Parkland Corporation and / or 2008255 Ontario Inc. has failed to fulfill its obligations..".
2. The original of the Standby Letter of Credit and all amendment(s), if any.

OSB66375GWS

Page 1 of 3



**The Bank of Nova Scotia**

This Standby Letter of Credit shall be reduced automatically, without amendment, by the amount of reduction that may be authorized by the Beneficiary, in its letterhead, any time and from time to time by their signed written request given to the Bank referring the Standby Letter of Credit number.

We hereby agree with the Beneficiary that we will honour the Beneficiary's demand for payment, presented in compliance with the terms of this Standby Letter of Credit, without enquiring whether the Beneficiary has a right as between itself and the Applicant to make such demand, and without recognizing any claim of the said Applicant.

This Standby Letter of Credit will expire on November 23, 2021 (the "Expiry Date").

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least Thirty (30) days prior to any such expiration date, the Bank sends the Beneficiary a notice in writing by registered mail or courier that it elects not to consider this Standby Letter of Credit extended for any such additional period.

Upon receipt by the Beneficiary of such notice of non-extension, the Beneficiary may draw hereunder by means of its written demand on or before the then current expiration date up to the available amount hereunder stating that "We, hereby demand payment of the sum of ..... (Currency and Amount by letters and numbers) under the Standby Letter of Credit No. OSB66375GWS issued by The Bank of Nova Scotia because the Bank has elected not to extend the Standby Letter of Credit."

Any demand, if any, hereunder must be presented to the Bank on or before the Expiry Date, or any automatically extended expiration date as set forth herein.

This Standby Letter of Credit may be cancelled prior to the Expiry Date, upon receipt by us at the above noted address of the original Standby Letter of Credit and all amendment thereto, if any, and the Beneficiary's signed written letter, in its letterhead, addressed to us, referring to this Standby Letter of Credit No. OSB66375GWS, requesting cancellation of the same. Such cancellation shall be effective on the date the Bank receives the original Standby Letter of Credit and all amendments thereto, if any, and the Beneficiary's written request for cancellation.

The Beneficiary may from time to time advise us of the Beneficiary's changes of address by letter to the Bank at the address stated above, dated and signed by the Beneficiary and quoting this Standby Letter of Credit number. Any notice by the Bank to the Beneficiary regarding this Standby Letter of Credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.

It is understood that the Bank is obligated under this Standby Letter of Credit for payment of monies only.

This Standby Letter of Credit is subject to the version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the date of issue.

Regards,



The Bank of Nova Scotia

AGNES CECILIA TIO

T1155

*Agnes Cecilia Tio*

Authorised Signature(s)

Naushad Ali Buchari

B2939

*Naushad Ali Buchari*

ORIGINAL

# SCHEDULE "I"

## INSURANCE

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

Ref. No. 320008544944

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.  
600 - 3rd Avenue SW  
Suite 1800  
Calgary AB T2P 0G5  
tel 403-267-7010 fax 403-261-0897

Re: Evidence of Insurance

Township of Cramahe  
1 Toronto Street  
Colborne, ON K0K 1S0

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

### Insured

Parkland Corporation; Parkland Acquisition Ltd.; Parkland Corporation DBA Bluewave Energy; Parkland Corporation DBA Columbia Fuels; Parkland Corporation DBA Pioneer Energy; Parkland Corporation DBA PNE; Parkland Refining Ltd.; Les Petroles Parkland Limitee; Les Petroles Parkland Limitee DBA Propane Nord Ouest; Elbow River Marketing Ltd; Parkland Refining (B.C.) Ltd.; Parkland Corporation DBA Sparlings Propane  
c/o Insurance Department  
1800, 240 - 4th Ave SW  
Calgary, AB T2P 4H4

### Coverage

Commercial General Liability	Insurer	Zurich Insurance Company Ltd	
-----	-----	-----	-----
Policy #	8860605		
-----	-----	-----	-----
Effective	30-Jun-2020	Expiry	30-Jun-2021
-----	-----	-----	-----
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$10,000,000 Annual Aggregate, Products and Completed Operations \$10,000,000 Forest Fire Fighting Expenses, Each Occurrence & Aggregate \$10,000,000 Tenant's Legal Liability - any one Location \$10,000,000 Non-Owned Automobile Liability \$10,000,000 Personal Injury & Advertising Liability - Each Occurrence \$10,000,000 Legal Liability for Damage to Hired Automobiles \$75,000 Sudden & Accidental Pollution Liability \$10,000,000 Self Insured Retention \$2,500,000 Includes Cross Liability & Severability of Interests Clause Includes Contractual Liability & Contingent Employers Liability Policy may be subject to a general aggregate and other aggregates where applicable		
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THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE  
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

1 of 2

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE  
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY

**AON**

Ref. No. 320008544944

**CERTIFICATE OF INSURANCE**

Automobile Owners Form	Insurer	Chubb Insurance Company of Canada	
-----	-----	-----	-----
Policy #	CAC330130	-----	-----
-----	-----	-----	-----
Effective	31-Mar-2020	Expiry	31-Mar-2021
-----	-----	-----	-----
Third Party Liability \$5,000,000			
All Vehicles Owned, Licensed, or Leased in the name of the Insured			
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**Additional Insured**

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Township of Cramahe ( 1 Toronto Street Colborne ON K0K 1S0 ) where required by written contract or written agreement with respect to Commercial General Liability

**Terms and / or Additional Coverage**

Automobile Owners Form
-----
SEF 5 - Permission to Rent or Lease (Specified Lessee)
SEF 21b - Blanket Basis Fleet
-----

**Cancellation / Termination**

The Insurer will endeavour to provide THIRTY ( 30 ) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated : 28-September-2020

*Aon Reed Stenhouse Inc*

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE  
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

2 of 2

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE  
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY



## **SCHEDULE "J"**

### **REGULATIONS FOR CONSTRUCTION**

#### **(1) REQUIREMENTS FOR BLASTING**

The Owner and/or Lessee shall, prior to commencing any blasting, obtain from the Municipal Engineer, permission to carry out the blasting operation. Any blasting operation shall be supervised on site by a qualified person. In addition, the Owner and/or Lessee shall, prior to commencing any blasting, provide the Municipal Engineer with proof of insurance, which insurance shall comply with the requirements of this Agreement including the Schedule hereto entitled "Insurance Policies Required". The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner or Lessee from responsibility for other or larger claims, if any, for which it may be held responsible.

#### **(2) DUMPING OF FILL OR DEBRIS**

The Owner and Lessee agree to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

#### **(3) DISPOSAL OF CONSTRUCTION GARBAGE**

(a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner and/or Lessee.

(b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

#### **(4) QUALITATIVE AND QUANTITATIVE TESTS**

The Owner and Lessee agree that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner and/or Lessee.

#### **(5) MAINTENANCE, CLOSING AND USE OF EXTERNAL ROADS**

The Owner and Lessee shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner and Lessee agree to restore immediately, at their expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer. No

public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner and Lessee agree not to use or occupy any untravelled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road. In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner and Lessee shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner and Lessee or their agent by the Municipality. If the Owner and/or Lessee have not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's and Lessee's expense plus thirty per cent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(6) LAWN REPAIR

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner and/or Lessee at their expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(7) PONDING CONTROL

The Owner and Lessee agree to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favourable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.