

**AMENDMENT  
TO  
SITE PLAN AGREEMENT**

This Amending Agreement made this 10th day of August, 2021

B E T W E E N:

**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE**

Hereinafter called the "Municipality"

Party of the FIRST PART

- and -

**THE TDL GROUP CORP.**

Hereinafter called the "Owner"

Party of the SECOND PART

**WHEREAS:** the Owner entered into a Site Plan Development Agreement with the Municipality which was dated the 31st day of July, 2009 and which was registered in the Land Registry Office on the 8th day of August, 2009 as Instrument No. ND34299 (the "Site Plan Agreement") with respect to the property described in Schedule "A" (the "Subject Property").

**AND WHEREAS** the Owner has requested an amendment to the Site Plan Agreement and that request has been consented to by the Municipality on the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the mutual covenants herein contained and for good and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree to and with each other as follows:

1. The Site Plan Agreement shall be amended so that Schedules "B" through "E" and Schedules "J" through "L" referred to in paragraph 2 of the Site Plan Agreement shall be replaced with Schedule "B" attached hereto.
2. The Site Plan Agreement shall be amended so that Schedule "I" referred to in paragraph 2 of the Site Plan Agreement shall be replaced with Schedule "I" attached hereto.
- 3.
4. The Site Plan Agreement shall be amended so that Schedule "M" referred to in paragraph 2 of the Site Plan Agreement shall be replaced with Schedule "M" attached hereto.
5. The Site Plan Agreement shall be amended so that paragraph 6 of the Site Plan Agreement shall be deleted and replaced with the following:

The Municipality hereby approves all plans referred to in Schedule "B" attached hereto and the Owner covenants and agrees that the Subject Lands shall only be developed in strict accordance with the Schedules and terms of the Site Plan Agreement and this Amending 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 covenants that no work, buildings, structures, services or other matters shall be performed or constructed on the Subject Lands except as provided for in the Site Plan Agreement and this Amending Agreement without the prior written consent of the Municipality.

6. The Site Plan Agreement shall be amended so that paragraph 7(b) of the Site Plan Agreement shall be deleted and replaced with the following:

The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of the Site Plan Agreement and/or Amending Agreement shall be maintained by the Owner at its sole

expense 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.

7. The Site Plan Agreement shall be amended so that paragraph 19(a) of the Site Plan Agreement shall be deleted and replaced with the following:

The Owner covenants and agrees to implement and maintain in good operating condition all erosion, sedimentation and stormwater management facilities in accordance with the plans, reports and/or other specifications approved by, and to the satisfaction of, the Municipality and the Lower Trent Region Conservation Authority. The Owner agrees that the Municipality will not assume any responsibility for the operation or maintenance of any on-site stormwater management controls/facilities. The stormwater management memo that will govern the development of the Subject Lands will be the report prepared for The TDL Group Corp. by Dillon Consulting dated May 22, 2020, attached hereto as Schedule "M".

8. In all other aspects the provisions of the Site Plan Agreement continue in full force and effect and, except as varied by the provisions of the Agreement, they shall apply to the development of the Subject Lands.
9. The provisions of this Amendment Agreement shall be binding on the parties hereto their respective heirs, successors and assigns.

Signed by the Corporation of the Township of Cramahe this \_\_\_\_\_ day of \_\_\_\_\_, 2021

The Corporation of the Township of Cramahe

\_\_\_\_\_  
Mayor, Mandy Martin

\_\_\_\_\_  
Clerk, Holly Grant  
We have the authority to bind the corporation.

Signed by the Owner this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

TDL Group Corp.

\_\_\_\_\_  
[name]  
I have the authority to bind the corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF SUBJECT LANDS**

PT LT 33 CON 2 CRAMAHE PT 2 38R4891 being all of PIN 51140-0194 (LT)

**SCHEDULE "B"**  
**SITE PLAN, DRAWINGS and REPORTS**

<b>DRAWING TITLE</b>	<b>DWG NO.</b>	<b>LAST REVISION DATE</b>	<b>PREPARED BY</b>
Site Plan	SP	April 9 2021	Dillon Consulting Ltd.
Servicing Plan	SR-1, SR-2	April 9 2021	Dillon Consulting Ltd.
Grading Plan	GR-1, GR-2	April 9 2021	Dillon Consulting Ltd.
Erosion and Sediment Control Plan	ESC	April 9 2021	Dillon Consulting Ltd.
Electrical Plan	EL-1, EL-2	April 9 2021	Dillon Consulting Ltd.
Landscape Plan	LA-1, LA-2	April 9 2021	Dillon Consulting Ltd.
Signage Details	SD-1, SD-2	April 9 2021	Dillon Consulting Ltd.
Typical Details	TYP-1, TYP-2	April 9 2021	Dillon Consulting Ltd.
Pre-development Drainage Area Plan	DAP-1	April 9, 2021	Dillon Consulting Ltd.
Post-development Drainage Area Plan	DAP-2	April 9, 2021	Dillon Consulting Ltd.
Stormwater Management Memo Revision 2		March 2021	Dillon Consulting Ltd.

**SCHEDULE "I"**  
**SITE PLAN WORKS AND COST ESTIMATES**

**SCHEDULE "M"**  
**STORMWATER MANAGEMENT MEMO REVISION 2**