

SITE PLAN AMENDING AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2021.

B E T W E E N:

2445865 ONTARIO INC.
(hereinafter called the "Owner")

Party of the FIRST PART

-and-

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

Party of the SECOND PART

**CARR INVESTMENTS LIMITED
And CARR-HARRIS HOLDINGS INC.**
(hereinafter called the "Mortgagee")

Party of the THIRD 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, the Mortgagees and the Municipality (each a "Party" hereto and together the "Parties") entered into a Site Plan Agreement dated 7 November, 2017 to develop and maintain the Subject Lands in accordance with the plans attached thereto, which is registered on title to the subject lands as instrument ND165828 (the "Original Agreement");

AND WHEREAS the Owner proposes to make additional improvements to the Subject Lands which will modify the approved site plans and drawings, specifically a new chiller unit measuring 10ft x 20ft on the east side of the existing building on the site (the "Additional Works"), and have submitted plans and drawings for the Additional Works for the approval of the Municipality pursuant to Section 41 of the Planning Act, RSO 1990, c.P.13, as amended;

AND WHEREAS the Municipality requires the Owner and Mortgagees to enter into this Amending Agreement as a condition of approval of the additional plans and drawings for the Additional Works;

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. In addition to any terms herein defined, any terms defined in the Original Agreement shall have the same meaning herein as in the Original Agreement, except as may be specifically set out herein.

SCHEDULES

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

Schedule "A" – Legal description of the Subject Lands

Schedule "B" – Revised Schedule "B" – Site Plan Drawings

Schedule "C" – Additional Works Cost Estimate

3. The Original Agreement is hereby amended by deleting Schedule "B" in the Original Agreement and replacing it with the "Revised Schedule 'B' -Site Plan Drawings" in Schedule "B" hereto.

AMENDMENTS TO ORIGINAL AGREEMENT:

4. The Parties hereby agree:
 - (a) The recitals above are true and correct, form part of this Amending Agreement, and the terms defined therein shall have their corresponding meanings herein;
 - (b) That the Original Agreement be hereby amended to include the Additional Works, and that all references to the development, works, or On-Site Works in the Original Agreement shall be deemed to include a reference to the Additional Works, and that the terms of the Original agreement shall apply to the Additional Works, except as specifically set out herein;
 - (b) That any reference in the Original Agreement to the execution of the Original Agreement including any period of time calculated from the execution of the Original Agreement and any obligation that arises prior or upon the execution of the Original Agreement, shall, insofar as it relates to the Additional Works, be deemed to refer to the execution of this Amending Agreement;
 - (c) That any reference in the Original Agreement to the On-Site Works Estimate or to Schedule "G" to the Original Agreement shall, insofar as it relates to the Additional Works, be deemed to refer to the cost estimate for the Additional Works set out in Schedule "C" hereto;

REGISTRATION AND CERTIFICATION

5.
 - (a) The Owner shall, prior to the execution of this Amending 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.
 - (b) The Owner hereby consents to the registration of this Amending 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) Each of the Mortgagees to the full extent of its respective interest in the Subject Lands, hereby consents to the registration of this Agreement and for itself, its heirs, executors, administrators,

successors and assigns, hereby subordinates and postpones all of its right, title and interest in the Subject Lands to the Municipality and to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

COMMENCEMENT OF DEVELOPMENT

6. The Owner covenants that it shall not commence any further development whatsoever on the Subject Lands until this Amending Agreement has been registered on title against the Subject Lands;

SITE PLAN APPROVAL

7. The Municipality hereby approves all plans for the Additional Works attached as Schedules hereto and the Owner covenants and agrees that the Subject Lands shall only be developed and maintained in strict accordance with the Schedules and terms of the Original Agreement as amended by 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, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in the Original Agreement as amended by this Amending Agreement without the prior written consent of the Municipality.

GENERAL

8. The Parties hereby agree that:
 - (a) If any term, covenant or condition of this Amending Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amending 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.
 - (b) This Amending Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
 - (d) 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:

2445865 Ontario Inc.

to the Municipality:

**The Corporation of the Township of Cramahe
1 Toronto Street, P.O. Box 357
Colborne, Ontario K0K 1S0
Attention: Julie Oram, Clerk**

to the Mortgagees:

**Carr Investments Limited
and Carr-Harris Holdings Inc.**

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.

- (g) Section headings in this Amending 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 Amending 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 Amending Agreement shall ensure 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.
- (j) This Amending Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. Each counterpart may be delivered by facsimile, e-mail attachment (of a PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart. Once executed by all Parties, this Amending Agreement is deemed in force as of the date first referenced above.

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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**
in the presence of

**THE CORPORATION OF THE TOWNSHIP OF
CRAMAHE**

Per: _____
Mandy Martin, Mayor

Per: _____
Holly Grant, Clerk

We have the authority to bind the Corporation.

2445865 ONTARIO INC.

Per: _____

Per: _____

I/ We have the authority to bind the Corporation.

CARR INVESTMENTS LIMITED

Per: _____

Per: _____

I/ We have the authority to bind the Corporation.

CARR-HARRIS HOLDINGS INC.

Per: _____

Per: _____

I/ We have the authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 51141-0123(LT)

**PT LT 31 CON 2 CRAMAHE PT 1, 38R540 EXCEPT PT 2, 38R1845;
TOWNSHIP OF CRAMAHE.**

DRAFT

SCHEDULE "B"

SCHEDULE "B"

SITE PLAN AND DRAWINGS

<u>DRAWING TITLE</u>	<u>DWG. No.</u>	<u>LAST REVISION DATE</u>	<u>PREPARED BY</u>
Site Plan	A.1	November 20, 2017	TaskForce Engineering Inc.
Site Plan Details	A.1 a	November 20, 2017	TaskForce Engineering Inc.
Proposed Elevations	P.1	September 14, 2017	TaskForce Engineering Inc.
Photometric Plan	1719L1	July 26, 2017	Selectrical Contractors Ltd.
Chiller Unit Platform Framing Plan and Details	LD-21056-02	August 12, 2021	Lassing Dibben Consulting Engineers Ltd.
Chiller Unit Platform Foundation Plan and Details	LD-21-056-01	August 12, 2021	Lassing Dibben Consulting Engineers Ltd.

SCHEDULE "C"

ADDITIONAL WORKS COST ESTIMATE

DRAFT