

VILLAGE OF POINT EDWARD

By law Number 33 of 2018

*Being a By-law to Authorize the execution of the Agreement
Between the Corporation of the Village of Point Edward and
Vrancor Master GP Inc.
Part of Military Reserve; Parts 1 to 3, Reference Plan 25R-1986
1400 and 1460 Venetian Boulevard
For Site Plan Purposes*

WHEREAS the Council of the Corporation of the Village of Point Edward deems it advisable to enter into a Site Plan Agreement with Vrancor Master GP Inc. for a property legally described as Part of Military Reserve; Parts 1 to 3, Reference Plan 25R-1986 and known municipally as 1400 and 1460 Venetian Boulevard, Point Edward;

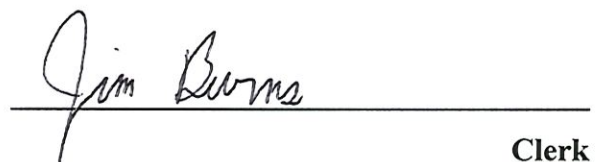
NOW THEREFORE The Council of the Corporation of the Village of Point Edward enacts as follows:

1. THAT the Village of Point Edward enter into a Site Plan Agreement with Vrancor Master GP Inc. for a property legally described as Part of Military Reserve; Parts 1 to 3, Reference Plan 25R-1986 and known municipally as 1400 and 1460 Venetian Boulevard, Point Edward subject to the finalization of a traffic impact study by the Owner and its final approval by the County of Lambton Public Works Department;
2. THAT Schedule "A" attached to this by-law is the Agreement; and
3. THAT the Mayor and Clerk be authorized to execute the Agreement and any related documents and affix to it the corporate seal.

READ a first, second and third time and finally passed this 25th day of September, 2018.



Mayor



Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made in quintuplicate this 25th day of September, 2018.

BETWEEN: Vrancor Master GP Inc. Hereinafter called the "OWNER"
OF THE FIRST PART ;

AND: THE CORPORATION OF THE VILLAGE OF POINT EDWARD Hereinafter called the "CORPORATION"
OF THE SECOND PART.

WHEREAS the Corporation has enacted a Site Plan Control By-law 10 of 2001 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS the Owner represents and warrants that it intends to develop the land described in Schedule 'A' to this agreement (hereinafter called the "said land");

AND WHEREAS the Owner of the said land has submitted plans to the Corporation for approval in accordance with subsection (4) of the said Section 41;

AND WHEREAS subsection (7) (c) of the said Section 41 authorizes the Corporation to require the Owner of the said land to enter into an agreement with the Corporation dealing with the provision and approval of the plans referred to in subsection (4) of the said Section 41;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The following Schedules, being a legal description of the land affected by this agreement, the plans required by the Corporation pursuant to subsection (4) of Section 41 of the Planning Act, as amended, and particulars of the services being provided are hereby declared to form part of this agreement and are attached hereto:

<u>Schedule</u>	<u>Description</u>
'A'	- being a legal description of the land affected (the said land)
'B'	- being the plans showing the facilities, works, grading, elevations, landscaping and matters to be provided on the said land (the Site Plan)

2. The attached Schedules 'A' and 'B' are hereby approved by the Corporation subject to the following conditions:

- a) The Owner hereby agrees that the development shall be carried out and completed in accordance with the attached Schedules.
- b) The following shall be provided by the Owner to the satisfaction of and at no expense to the Corporation:
 - i) All parking areas and access thereto shall be constructed with a hard surface to the satisfaction of the Corporation and shall be provided prior to occupancy of the northerly hotel.
 - ii) All parking spaces shown on Schedule 'B' shall be demarcated clearly with painted lines. Parking areas shall be delineated with raised concrete curbs.

Barrier-free parking spaces shall be provided as shown on Schedule 'B'. Signs are to be installed in front of each of the barrier-free parking spaces clearly indicating that the spaces are for that purpose only.

Barrier-free access shall be provided between parking areas and other outdoor public spaces and interior building spaces in accordance with the requirements of the Ontario Building Code.

- xviii) The Owner agrees to keep parking areas free from snow. In the event that the snow storage areas cannot accommodate the accumulated snow, the Owner agrees to have snow removed from the land to another location at its sole expense.
- xix) The Owner acknowledges that garbage collection and disposal are its responsibility and not that of the Corporation.
- xx) It is further acknowledged by and between the parties hereto that all of the aforesaid work shall be completed by the Owner to the satisfaction of the Corporation to the extent required by it prior to building occupancy. The Owner agrees to provide the Corporation, prior to the issuance of any building permits, an unconditional and irrevocable security in the amount of thirty thousand dollars (\$30,000.00) in order to ensure compliance with all of the requirements of this agreement. The Owner shall ensure that the security is kept in full force and effect. The security may be drawn upon by the Corporation at its discretion to repair or address any deficiency or breach of the Owner related to this Agreement and will only be released upon one hundred percent (100%) of the works and facilities being completed by the Owner to the satisfaction of the Corporation. If the Owner defaults in the performance of its obligations with regards to the installation of the services or the restoration of any disturbed land, the Corporation may at its own discretion do the work and perform the service and supply the materials so in default or any part thereof and the Owner shall pay the Corporation forthwith on demand the costs thereof to the Corporation. The payment of these costs shall be drawn on the said security. Should the deposit be insufficient to cover the cost of rectifying deficiencies or breaches of this Agreement, the Owner shall forthwith pay to the Corporation such sum as may be required to make up the total cost of the work.
- xxi) The Owner agrees to provide to the Corporation as-built drawings of all service installations and connections in both electronic and paper formats upon the completion of construction.
- c) The Owner hereby agrees to maintain to the satisfaction of the Corporation and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause b) of clause 2 hereof.
- d) The approval of the attached Schedule 'B' by the Corporation shall lapse if development of the said land:
 - i) is not carried out and completed in accordance with the said Schedules; or
 - ii) is not completed within two (2) years of the execution of this agreement unless an extension has been agreed to in writing by the Corporation.

3. The Owner hereby acknowledges and agrees that:

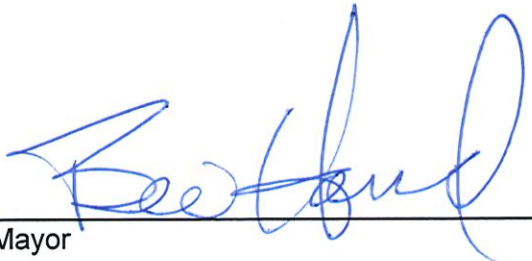
- a) Pursuant to subsection (10) of Section 41 of the Planning Act, 1990, this agreement is to be registered against the land to which it applies and the Corporation is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land.
- b) Pursuant to subsection (11) of Section 41 of the Planning Act, 1990, Section 446 of the Municipal Act, 2001 applies to any requirements made under subclause (a), (b) and (c) of clause 2 hereof and to any other requirements made under this agreement.
- c) Upon completion by the Owner with all of the terms and conditions of this Agreement and at the written request of the Owner, the Corporation shall provide a letter of such compliance.

4. Amendments to this agreement may be carried out at any time with the consent, in writing, of the Corporation and the registered Owner of the said land at the time of such amendment.

5. Upon breach by the Owner of any covenant, term or condition of this Agreement, which such breach has not been rectified to the satisfaction of the Corporation by the Owner within seven (7) days of notice from the Corporation, the Corporation at its sole option, may:

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL)
The Corporation of the
Village of Point Edward

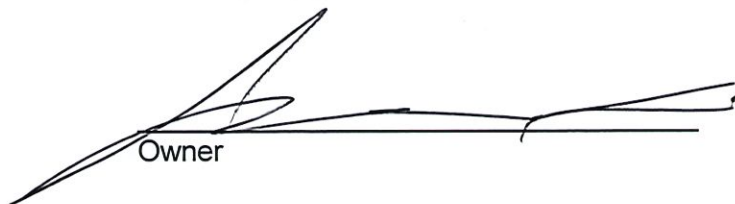


Mayor

Jim Burns

Clerk

(SEAL)
Vrancor Master GP Inc.



Owner

SCHEDULE 'B'
SITE PLAN

- "Site Plan Phase 2" prepared by API Development Consultants Inc. and Saplys Architects Inc., July 31, 2018
- "Site Servicing Plan" prepared by MIG Engineering (2011) Ltd., September 4, 2018
- "Details Plan" prepared by MIG Engineering (2011) Ltd., August 27, 2018
- "Grading Plan" prepared by MIG Engineering (2011) Ltd., August 27, 2018
- "Removals Plan" prepared by MIG Engineering (2011) Ltd., August 27, 2018
- "Exterior Elevations I" prepared by API Development Consultants Inc. and Saplys Architects Inc., August 25, 2018
- "Exterior Elevations II" prepared by API Development Consultants Inc. and Saplys Architects Inc., August 25, 2018
- "Landscape Master Plan" prepared by Marton Smith Landscape Architects, August 30, 2018
- "Landscape Area Enlargement Plan" prepared by Marton Smith Landscape Architects, August 30, 2018
- "Landscape Details", Sheet No. LD-01 prepared by Marton Smith Landscape Architects, August 30, 2018
- "Landscape Details", Sheet No. LD-02 prepared by Marton Smith Landscape Architects, August 30, 2018

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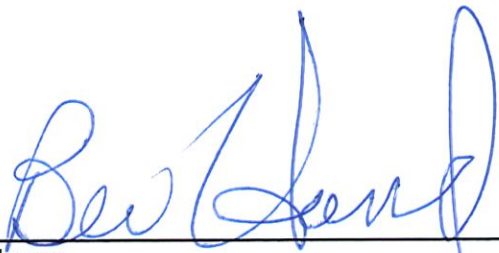
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(SEAL)
The Corporation of the
Village of Point Edward



Mayor



Clerk

(SEAL)
Vrancor Master GP Inc.



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