

**AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O.  
1990**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN:

**THE CORPORATION OF THE TOWN OF ST. MARYS**

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

**ADRIANO PAOLA**

(Hereinafter called the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the owner of the lands described as PT BLOCK 13, PLAN 250, ST. MARYS AS IN R351952; ST. MARYS in the Town of St. Marys in the County of Perth hereto being all of PIN 53251-0034 (LT) all in the Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the “Lands”).

**AND WHEREAS** the Town has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the land;

**AND WHEREAS** this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990;

**AND WHEREAS** this Agreement shall be registered against “the lands” to this Agreement and the Town is entitled to enforce the provisions thereof 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, in accordance with Subsection 10 of Section 41 of the Planning Act, R.S.O. 1990;

**NOW THEREFORE WITNESSETH** that for the sum of TWO DOLLARS (\$2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of “the lands”, the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

1. The Owner Agrees for development of Phase 1:
  - a) that all buildings and structures to be erected on the subject property shall be located in accordance with the building and structure locations as shown on Drawing 1 and Drawing 2 attached hereto as part of Schedule “A”;
  - b) that if required, all utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility services. Utility services shall be according to Drawing 2 attached hereto as part of Schedule “A”;
  - c) that the internal roadways, driveways and parking spaces shall be designed and located as shown on Drawing 1 and Drawing 2 attached hereto as part of Schedule “A” and hard surfaced with asphalt as detailed on Drawing 5 attached hereto as part of Schedule “A”;
  - d) that a barrier wooden privacy fence shall be constructed and installed as shown on Drawing 1 and Drawing 2 attached hereto as part of Schedule “A”;
  - e) that concrete garbage pads shall be constructed and installed as shown on Drawing 1 and Drawing 2 attached hereto as part of Schedule “A”;
  - f) that landscaping shall be provided in accordance with Drawing 1 and Drawing 2 attached hereto as part of Schedule “A”;
  - g) to provide tree protection to the extent of the drip line during construction for existing trees to be retained;

- h) that sediment control as detailed on Drawing 5 attached hereto as part of Schedule “A” shall be provided for the site during construction at locations as shown on Drawing 2 attached hereto as part of Schedule “A”;
- i) that site grading shall be as shown on Drawing 2 attached hereto as part of Schedule “A”;
- j) that lighting shall be provided as shown on Drawing 1 and Drawing 6 attached hereto as part of Schedule “A”;
- k) that signage shall be posted by the owner designating the “Barrier Free Parking” as shown on Drawing 1 attached hereto as part of Schedule “A”;
- l) that restoration to James Street South shall be as detailed on Drawing 5 attached hereto as part of Schedule “A” at the cost of the Owner;
- m) the development on the Lands including but not limited to driveways, curbing, buildings, structures, paved areas, landscaping and site grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;
- n) that any future development on the Lands shall be to Town standards and the provisions of the Town’s Zoning By-law in effect at the time of development;
- o) that all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town’s Zoning By-law Z1-1997, as amended.

2. The Owner Agrees for development of Phase 2:

- a) that all buildings and structures to be erected on the subject property shall be located in accordance with the building and structure locations as shown on Drawing 3 and Drawing 4 attached hereto as part of Schedule “A”;
- b) that if required, all utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility services. Utility services shall be according to Drawing 4 attached hereto as part of Schedule “A”;

- c) that the internal roadways, driveways and parking spaces shall be designed and located as shown on Drawing 3 and Drawing 4 attached hereto as part of Schedule “A” and hard surfaced with asphalt as detailed on Drawing 5 attached hereto as part of Schedule “A”;
- d) that a barrier wooden privacy fence shall be constructed and installed as shown on Drawing 3 and Drawing 4 attached hereto as part of Schedule “A”;
- e) that a garbage enclosure shall be constructed and installed as shown on Drawing 3 attached hereto as part of Schedule “A”;
- f) that landscaping shall be provided in accordance with Drawing 3 and Drawing 4 attached hereto as part of Schedule “A”;
- g) to provide tree protection to the extent of the drip line during construction for existing trees to be retained;
- h) that sediment control as detailed on Drawing 5 attached hereto as part of Schedule “A” shall be provided for the site during construction at locations as shown on Drawing 4 attached hereto as part of Schedule “A”;
- i) that site grading shall be as shown on Drawing 4 attached hereto as part of Schedule “A”;
- j) that lighting shall be provided as shown on Drawing 3 and Drawing 8 attached hereto as part of Schedule “A”;
- k) that signage shall be posted by the owner designating the “Barrier Free Parking” as shown on Drawing 3 attached hereto as part of Schedule “A”;
- l) that signage shall be posted by the Owner designating the “Fire Route” as shown on Drawing 3 attached hereto as part of Schedule “A”;
- m) that restoration to James Street South shall be as detailed on Drawing 5 attached hereto as part of Schedule “A” at the cost of the Owner;
- n) the development on the Lands including but not limited to driveways, curbing, buildings, structures, paved areas, landscaping and site grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;
- o) that any future development on the Lands shall be to Town standards and the provisions of the Town’s Zoning By-law in effect at the time of development;

- p) that all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town's Zoning By-law Z1-1997, as amended.

3. Schedule "A" consists of the following drawings:

- a) Drawing One prepared by MTE on April 6, 2016, and revised on June 13, 2017, and numbered as A1.1 and having a project number as 37670-200;
- b) Drawing Two prepared by MTE on April 27, 2017, and revised on June 13, 2017, and numbered as C2.1 and having a project number as 37670-200;
- c) Drawing Three prepared by MTE on June 7, 2017, and revised on June 13, 2017, and numbered as A2.1 and having a project number as 37670-200;
- d) Drawing Four prepared by MTE on June 7, 2017, and revised on June 13, 2017, and numbered as C3.1 and having a project number as 37670-200;
- e) Drawing Five prepared by MTE on June 7, 2017, and revised on June 13, 2017, and numbered as C3.2 and having a project number as 37670-200;
- f) Drawing Six prepared by JPH Design on April 19, 2017, and numbered as A1 and having a drawing number as 14-2042;
- g) Drawing Seven prepared by JPH Design on April 19, 2017, and numbered as A2 and having a drawing number as 14-2042;
- h) Drawing Eight prepared by JPH Design on April 28, 2017, and numbered as B1 and having a drawing number as 14-2042;
- i) Drawing Nine prepared by JPH Design on April 28, 2017, and numbered as B2 and having a drawing number as 14-2042.

4. Schedule "A", as described in paragraph 3. above and attached hereto shall form part of this Agreement.

5. The Owner shall enter into a Separate Agreement for electricity with Festival Hydro Inc.

6. The Fire Route and all entrances to the buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the owner.

7. The owner shall be responsible for the cost of signage and the installation of said signage required for this site including but not limited to Fire Route signage and Barrier Free parking signage.

8. During construction the owner shall be responsible for sediment control and shall execute the sediment control plan for the site.
9. The Owner agrees that the abutting street to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care will be taken to see that mud and soil is not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the owner at his own expense. The owner acknowledges that he has the responsibility to correct or clean muddied streets used for access during construction. If the owner fails to complete said work, then the provision of paragraph 12 of this Agreement shall apply.
10. Minor adjustments to the requirements of this Site Plan Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.
11. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
12. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days notice in writing to the Owner of its intention and forthwith in the case of any emergency, shall at its sole discretion have the right to rectify such failure to comply to its satisfaction and recover the expense incurred by the Town in a like manner as municipal taxes.
13. For the development of Phase 1, the Owner agrees to deposit with the Town a refundable security deposit in the amount of Ten Thousand Dollars (\$10,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect or engineer provides a certificate to the Town that the conditions of this Agreement, for which the deposit covered, have been completed and

any damaged public services have been repaired to the satisfaction of the Town.

Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in paragraphs 1. f). The security deposit shall be refunded without interest or penalty when the Owner's Landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

14. For the development of Phase 2, the Owner agrees to deposit with the Town a refundable security deposit in the amount of Ten Thousand Dollars (\$10,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect or engineer provides a certificate to the Town that the conditions of this Agreement, for which the deposit covered, have been completed and any damaged public services have been repaired to the satisfaction of the Town.

Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in paragraphs 2. f). The security deposit shall be refunded without interest or penalty when the Owner's Landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

15. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town employee or its agent to:

Adriano Paola  
101 Willow Street  
Stratford ON N5A 7N5

or to such other addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

16. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed

from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

17. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.
18. Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.
19. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party's right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.
20. The parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.
21. The parties hereto acknowledge and agree that this agreement is further to and does not remove any of the Owner's obligations under any prior Agreements.
22. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Town from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Town by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to this agreement.
23. The Owner hereby covenants and agrees to save harmless the Town from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the



Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.

**IN WITNESS WHEREOF** the Owner has hereunto set its hand and seal and the Town has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

**Dated this \_\_\_\_\_ day of June, 2017.**

**ADRIANO PAOLA**

**Per:** \_\_\_\_\_  
**Adriano Paola**

**Dated this \_\_\_\_\_ day of June, 2017.**

**THE CORPORATION OF THE TOWN OF ST. MARYS**

**Per:** \_\_\_\_\_  
**Mayor: Al Strathdee**

**Per:** \_\_\_\_\_  
**CAO/Clerk: Brent Kittmer**

**(We have the authority to bind the Corporation.)**

#### NOTES TO SPA

1. It is the Owner's responsibility to fulfill the obligations contained in this Site Plan Agreement. It is also the Owner's responsibility to submit a request for the refund of deposits in writing when all of the work has been completed to the standards of this Site Plan Agreement.
2. The Owners shall enter into a separate agreement for electricity with Festival Hydro Inc., 1887 Erie Street, PO Box 397, Stratford ON N5A 6T5, 519-273-4703.
3. Any sign erected on the subject property shall be in conformity with the Town's current sign by-law. The owner shall apply for a separate sign permit.

Schedule “A”

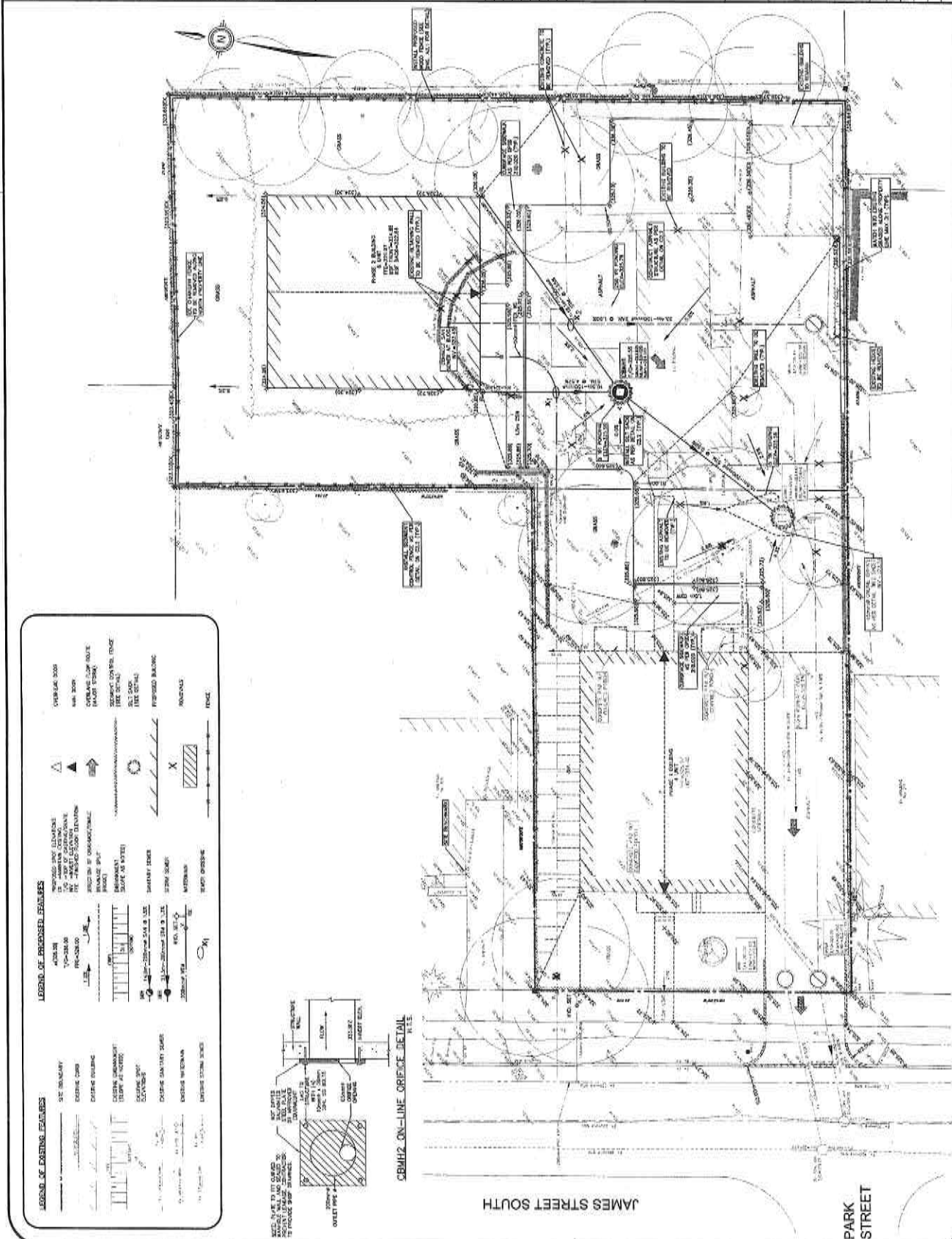
Attach Drawings 1, 2, 3, 4, 5, 6, 7, 8 and 9.







#### LEGEND OF EXISTING FEATURES



SEISMIC BN ELEV. = 324.513m  
VERTICAL TOP OF FOUNDATION OF THE BUILDING

[illegible]

$\text{C}_{\text{X}_1}$

$\text{C}_{\text{X}_2}$



MTE  
Innovative Science Surveys

2006-12-17 14:31



ADRIANO PAOLA

11 MILLON ST.  
SUITE 202  
PROPOSED 4-PLEX &  
-PLEX APARTMENT BUILDINGS  
1500 FIRST BLOCK 15  
ST. MARKS, ILL.

## PHASE 2 GRADING, SERVICING AND EROSION & SEDIMENT CONTROL PLAN

Project No.	JTC9-280
Created By	JJC
Created By	NCP
Training No.	C3.1
Start Date	4/1/05

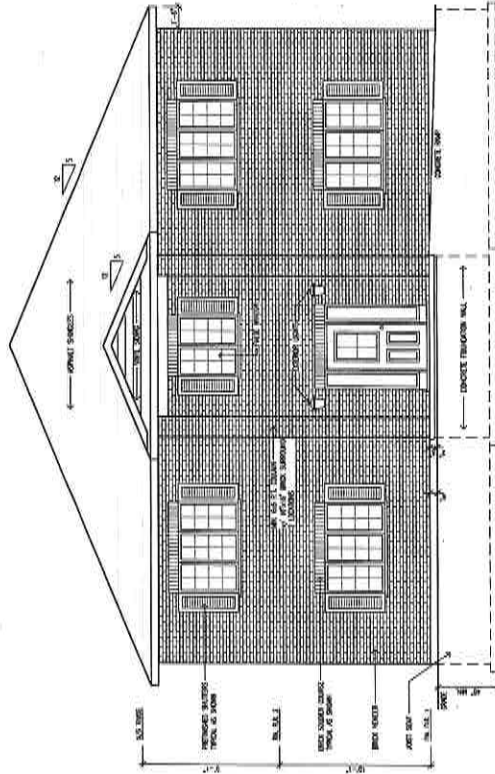




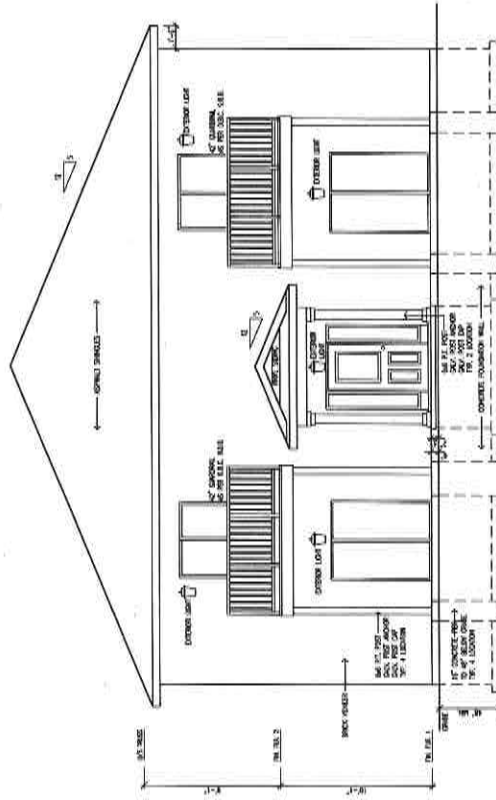


# SCHEDULE "A" DRAWING 6

CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION - DESIGNER IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS - DRAWINGS NOT TO BE SCALED



FRONT ELEVATION

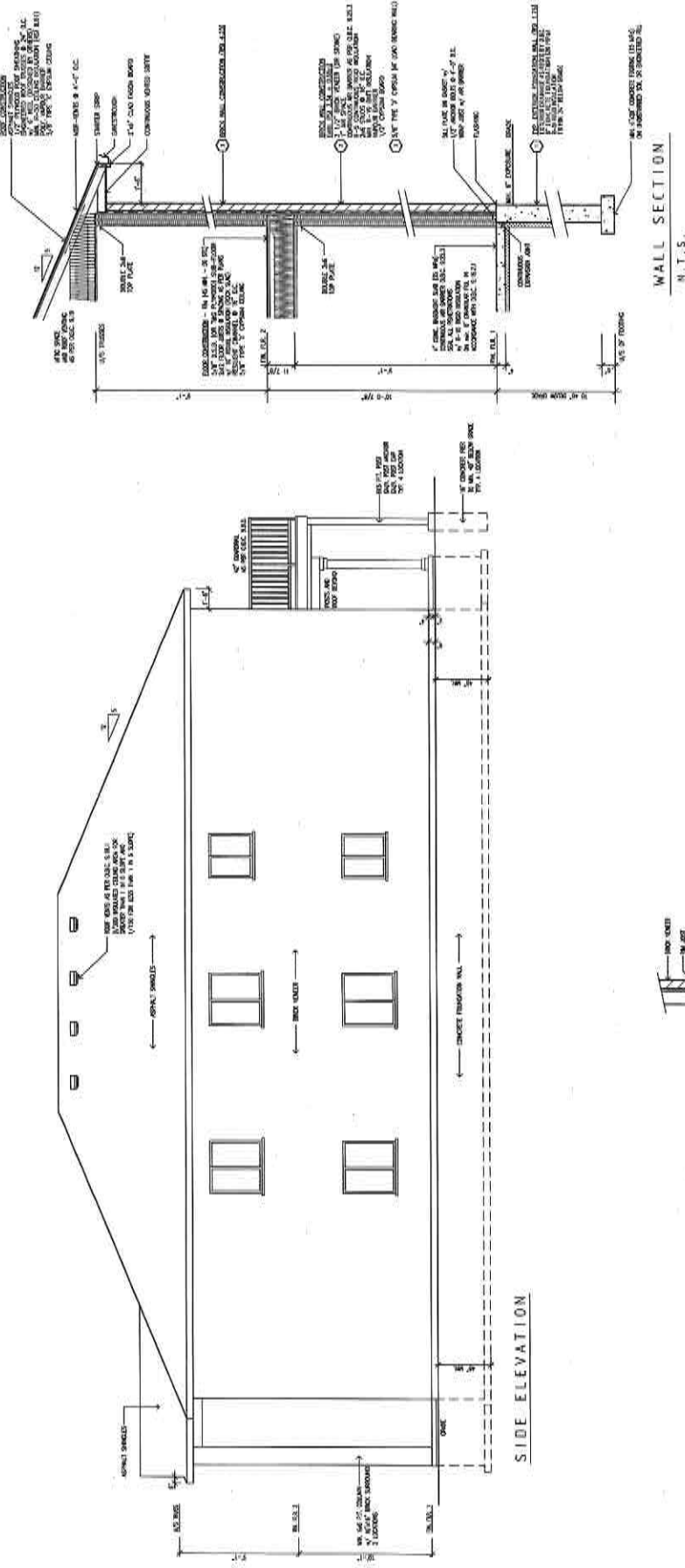


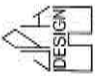
REAR ELEVATION

	<b>ADRIANO PAOLA</b>		<b>BUILDING ELEVATIONS</b>		DATE: 16-28-12	SHEET: A1	REV:
	PROJECT: TWO STOREY A-PLEX JAMES STREET, ST. MARYS, ONTARIO.		SCALE: 1/8" = 1' - 0"		DRAWN: JH	CHECKED: JH	REVIEW:

# SCHEDULE "A" DRAWING 7

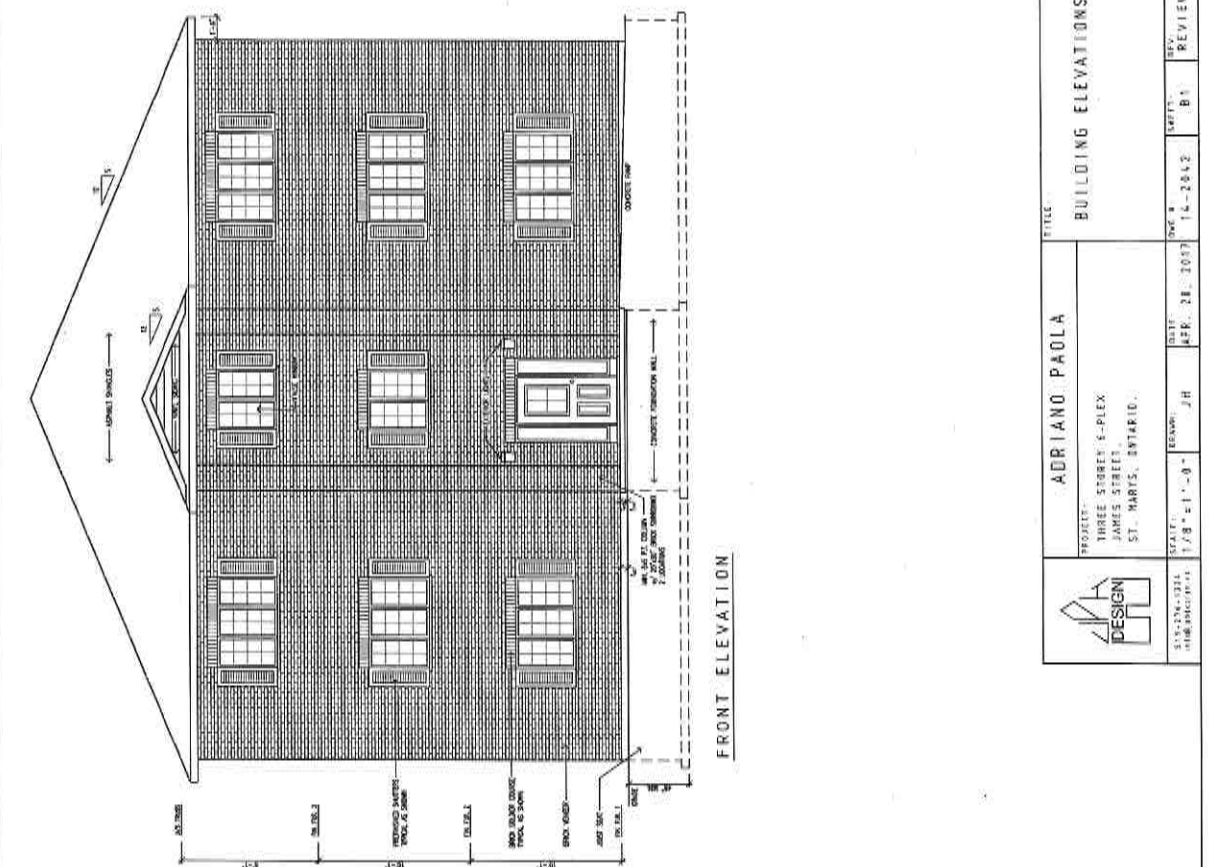
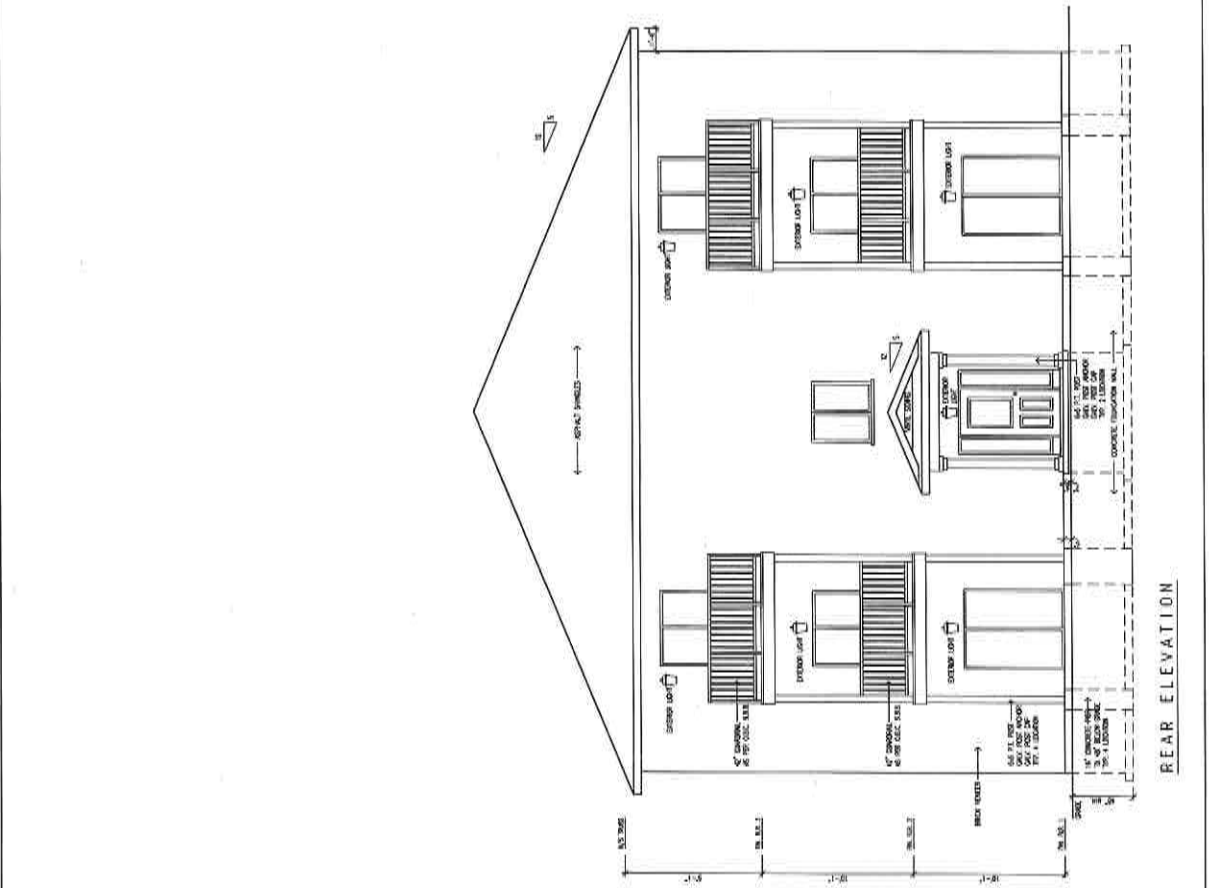
CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION - DESIGNER IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS - DRAWINGS NOT TO BE SCALED



	<b>ADRIANO PAOLA</b>			
	<b>TWO STOREY V-FLEX</b> <b>JAMES STREET</b> <b>ST. MARYS, ONTARIO</b>			
<b>DESIGN</b> <b>INC.</b>	<b>DATE:</b> <b>1/2/2013</b>	<b>SCALE:</b> <b>1/8" = 1' - 0"</b>	<b>DATE:</b> <b>APR. 15, 2013</b>	<b>NO.:</b> <b>14-2042</b>
<b>BUILDING ELEVATION</b> <b>WALL SECTION</b> <b>DETAILS</b>				<b>REVISION:</b> <b>A2</b>
<b>CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION - DESIGNER IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS - DRAWINGS NOT TO BE SCALED</b>				<b>REVISION:</b> <b>REVIEW</b>

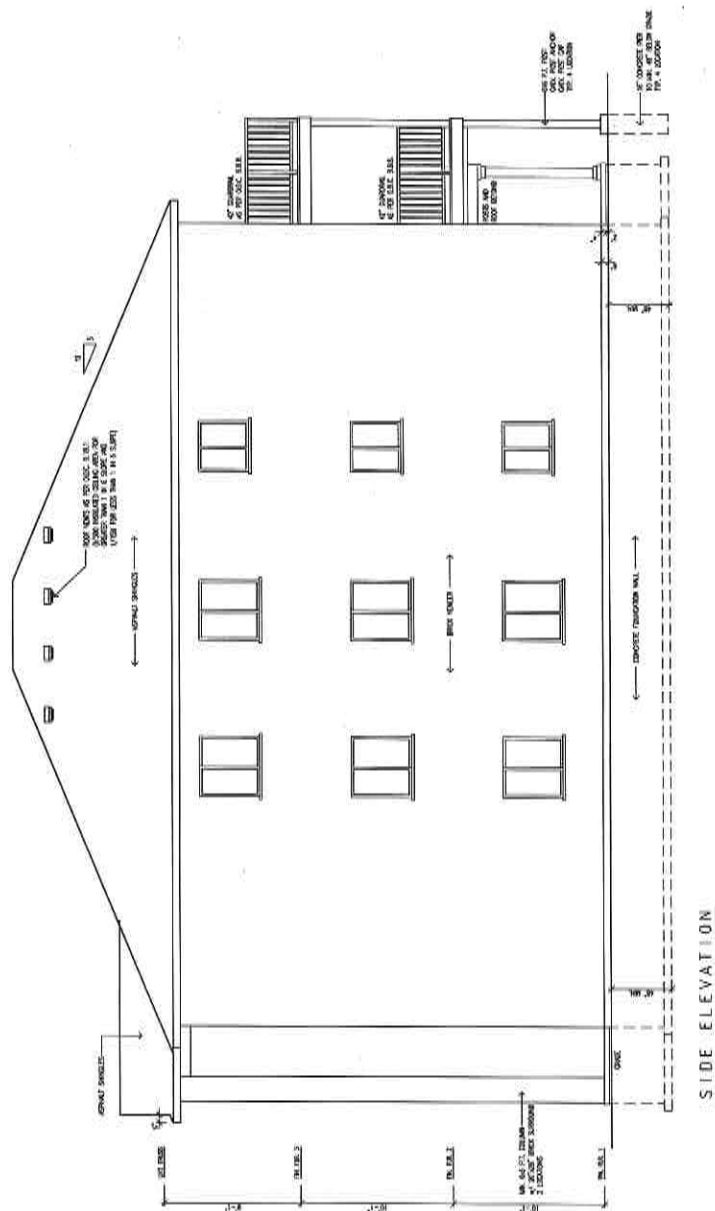
SCHEDULE "A"  
DRAWING 8

CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION - DESIGNER IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS - DRAWINGS NOT TO BE SCALED



	PROJECT: ADRIANO PAOLA		TITLE: BUILDING ELEVATIONS	
	THREE STOREY 6-PLEX JAMES STREET, ST. MARYS, ONTARIO.			
DATE: 1/8/21	SCALE: 1/8" = 1'-0"	DESIGNER: JH	DATE: 28.10.21	PAGE: 8
14-2842	REV: B1	REV: REVIEW		

**SCHEDULE "A"**  
**DRAWING 9**



	<b>ADRIANO PAOLA</b>		TITLE:	BUILDING ELEVATION
	PROJECT: THREE STOREY 6-PLEX JAMES STREET, ST. MARTIN, ONTARIO.	DATE: APR. 28, 2013	SHEET NO. S-1-2&A-Z	REV. # REV. 1-W