

TOWN OF SAUGEEN SHORES

SITE WORKS AND SERVICING AGREEMENT

2706913 ONTARIO INC.

June 13, 2022

SITE WORKS AND SERVICING AGREEMENT

THIS AGREEMENT this 13th day of June, 2022.

BETWEEN

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

(hereinafter called the "Town")

OF THE FIRST PART

- and -

2706913 ONTARIO INC.
(hereinafter call the "Lessee")

OF THE SECOND PART

WHEREAS the Town is the registered owner of those lands in the Town of Saugeen Shores, County of Bruce, described in Schedule "A" attached hereto and forming part of this Agreement, hereinafter referred to as the "Town's Lands";

AND WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the Lessee has entered into an agreement with the Town, as owner of Town's Lands, to develop a portion of the Town's Lands pursuant to a Land Lease, dated December 9, 2019, and amended on June 13, 2022, hereinafter collectively referred to as the "Land Lease";

AND WHEREAS the lands affected by this Agreement and the Land Lease are located on a portion of the Town's Lands, but have not yet been identified by a reference plan. The land is identified as the area outlined in blue on the drawing attached in Schedule "B", hereinafter referred to as "Project Lands";

AND WHEREAS the Lessee desires to develop the Project Lands and is required to enter into this Agreement with the Town as the Municipal Authority for the Town of Saugeen Shores and is required to develop the Project Lands in accordance with this Agreement, the Land Lease as applicable, and the plans referenced herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements, and promises herein contained and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada 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 therein, the parties hereto covenant and agree as follows:

RECITALS

1. The foregoing recitals are true and accurate, and the terms defined therein shall bear the meanings indicated throughout this Agreement.

DEFINITIONS

2. In this Agreement the following terms shall have the meaning set out below unless otherwise redefined or where the subject matter or contract requires another meaning to be ascribed:

"Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted but may include areas of Landscaped Open Space.

"Building Permit" means a Building Permit issued pursuant to the *Building Code Act, 1992*, S.O. 1992, c.23., as amended.

"Chief Building Official or CBO" shall mean the Chief Building Official of the Corporation of the Town of Saugeen Shores and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the Town pursuant to the *Building Code Act, 1992*, S.O. 1992, c.23, as amended.

"Director" shall mean the Director of Infrastructure and Development Services employed by the Corporation of the Town of Saugeen Shores and includes his or her designate.



"Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.

SCHEDULES

3. The following schedules, (the "**Schedules**") are attached hereto and form part of this Agreement:

SCHEDULE "A"	Legal Description of the Town's Lands
SCHEDULE "B"	Sketch outlining in Blue the Project Lands
SCHEDULE "C"	Approved Site Servicing Plans
SCHEDULE "D"	Special Site Development Requirements Including External Works

PAYMENT OF TOWN'S COSTS

4. 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". The Lessee shall pay and reimburse the Town forthwith on demand, for all third party administrative, planning, legal, engineering, inspections and/or other costs or expenses whatsoever incurred by the Town, or any of its agents, in connection with site works and servicing of the Project Lands as contemplated in this Site Works and Servicing Agreement and/or in preparation, review, consideration, and enforcement of this Agreement, including the Schedules attached hereto.

5. The Lessee agrees, upon execution of this Site Works and Servicing Agreement, to submit to the Town for the preparation of this Agreement, pay to the Town the sum of four thousand, six hundred and ninety-eight dollars (\$4,698.00) for the following purposes:

- (a) The amount of thousand dollars (\$2,000.00) will be applied to any accounts rendered by the Town's solicitor and engineer for the costs referred to within this Agreement from time to time ("Payment Security") and
- (b) A one-time non-refundable administration fee paid to the Town in the amount of two thousand six hundred ninety-eight dollars (\$2,698.00).

6. Invoices rendered by the Town's solicitor and Town engineer shall be submitted directly to the Town for payment. The Town will forthwith submit the invoices to the Lessee for reimbursement or payment. If the Lessee fails within a period of twenty (20) days from the date of mailing of invoices to reimburse the Town for invoices submitted, it is understood that the Town, in addition to any and all other remedies it may have, may also draw on the Payment Security provided by the Lessee as required in section 5(a) above. If it becomes necessary for the Town to apply the Payment Security towards an outstanding invoice, the Lessee, upon written notice by the Lessor, shall have five (5) days to provide sufficient funds to the Town to maintain the amount stipulated in section 5(a) above.

7. The parties agree that all funds required under section 5(a) of this Agreement will be held by the Town in a Special General Account without interest until all terms of this Agreement have been satisfied.

REFERENCE PLAN

8. The Lessee shall retain an Ontario Land Surveyor to prepare a reference plan identifying the Project Lands and as a Part or Parts thereon ("Reference Plan") and arrange for the reference plan to be deposited in the Bruce County Land Registry Office (No.3).

SITE DEVELOPMENT

9. The Lessee shall undertake development of the Project Lands at its sole expense and in conformity with the approved site servicing plans identified in **Schedule "C"** - "Approved Site

Servicing Plans", as the same may be amended from time to time in writing as per Schedule C and as contemplated in paragraph 24.

10. The Lessee agrees to provide, install, or otherwise abide by, at its sole expense, the site development requirements within this Agreement and the schedules attached hereto.

11. The Lessee shall employ engineers and architects registered in Ontario, or other competent persons, to:

- (a) Prepare designs;
- (b) Prepare and furnish all required drawings;
- (c) Provide the field layout, the contract administration and the supervision of the construction;
- (d) Act as the Lessee's representative in all matters pertaining to the construction;
- (e) Provide to the Town at the Lessee's expense a certificate with respect to the building for which a Building Permit application is made certifying that the proposed construction is in conformity with the requirements within this Agreement and the Schedules attached hereto;
- (f) Following total completion of the work described in Schedule C prepare and provide the Town at the Lessee's expense a certificate or letter of completion/compliance confirming that the property has been developed in conformity with the requirements within this Agreement and Schedules attached hereto and which certificate/letter shall contain the following wording:

"Based on my/our review of the construction in my/our professional capacity, I/We have determined and confirm that all Work and construction undertaken for the Cedar Crescent Village development is in conformity to my/our professional standards and applicable laws, and to the design documents that formed part of the application for a Building Permit together with any changes thereto ."

- (g) Prepare and provide a construction schedule as requested by the Town;
- (h) All such Matters as are outlined in section 4.2 of the Land Lease;
- (i) And such other matters as requested by the Town, acting reasonably.

All of the matters referred to in this paragraph shall be completed to the sole satisfaction of the Town, acting reasonably and in good faith, and may be waived by the Town at its sole discretion.

12. Prior to obtaining a Building Permit or proceeding with any work herein described, the Lessee shall:

- (a) provide security as required by this Agreement for the completion of site works outlined in Schedule "C"; and
- (b) Provide reasonable evidence that it can meet the financial obligations of the hydro electrical supplier for servicing the Project Lands.

13. It is agreed that if the Lessee fails to apply for a Building Permit for the works contemplated by this Agreement within three (3) months from the date of the execution of this Agreement by the Town, the Town 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 Lessee for approval. Nothing in this Agreement shall affect the authority of the Chief Building Official under Section 8 of the *Building Code Act*, S.O. 1992, c. 23, as amended.

14. The Lessee agrees to provide a lighting diagram illustrating the lighting levels near the perimeter of the site for review and comment by the Town.

15. The Lessee shall prepare and submit for approval to the Town a signage plan in accordance with the Town's Sign By-Law. The Lessee agrees to implement the approved signage plan unless alternatives are provided for in this Agreement.

16. The Lessee agrees that during development of the Project Lands appropriate devices shall be installed, and measures taken, to prevent unreasonable erosion of soil from the site by wind or water. The Lessee agrees to abide by any request, acting reasonably, of the Director or Chief Building Official regarding this requirement. If the surface water management plan recommends the establishment of any stormwater works, detention or retention facilities, the operation and maintenance of these shall be the responsibility of the Lessee to the satisfaction of the Town.

17. The Lessee agrees to install temporary fencing or otherwise protect all tree shrubs and other vegetation to be retained. The fencing shall not be located closer to any trees than their drip line.

18. The Lessee agrees that the Project Lands will be designed in accordance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 and the Regulations thereto and the Building Code and any internal driveways which are necessary for, and designated as, a fire route shall be designed and constructed to carry the weight of the Town's firefighting equipment.

19. Rooftop mechanical structures and equipment shall be screened to the Director's satisfaction and details of any screening shall be shown on the Building Permit drawings.

20. The Lessee agrees to construct all works as shown on the Schedules attached.

21. The Lessee further agrees, subject to the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, facilities to provide access to and from the Project Lands such as access ramps, curbing, and traffic direction signs as may be shown on Schedules "C".

22. Upon completing the development of the Project Lands in conformity with this Agreement and the delivery of the certificate of the competent parties described in Section 11 above, and satisfying section 8 of this Agreement, the Director will issue a "**Certificate of Compliance**". The Certificate of Compliance shall be a statement as to the substantial completion of the works, matters and facilities required by this Agreement. The Certificate of Compliance shall not be deemed to certify compliance with any other municipal or provincial requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Lessee under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the Project Lands. Until the Certificate of Compliance has been issued, the Town shall have the right to refuse to issue any permit necessary to carry out additional work on the Project Lands.

23. All requirements referred to in this Agreement including the Schedules to this Agreement hereof shall be completed in accordance with the terms of this Agreement within two (2) years of the building permit being issued by the Town. The Lessee shall submit a building permit application within three (3) months of entering into this Agreement. The Lessee agrees that during the summer high season, which the parties agree commences on the Friday of Victoria Day weekend and ends the day after Labour Day ("summer high season"), any construction that occurs will need to be approved by the Town. As it is anticipated that the larger of the two buildings proposed to be constructed on the Project Lands will occur in the second year of construction, the Town acknowledges it would be unreasonable to expect construction to cease altogether during the high summer season. Prior to the issuance of a Building Permit, the Lessee agrees to provide the Town with a construction schedule which sets out the proposed staging of the construction on the Project Lands.

24. The Town delegates the Director the authority to agree to, and if necessary execute on behalf of the Town, any minor variations/revisions to the Schedules which are contemplated by the parties to be amended from time to time, which include but are not limited in nature to matters related to the pavilion, accessibility, signage and lighting and final engineering related matters. For clarification, any and all substantial revisions to this Agreement and the Schedules must be approved by the Town and presented in the form of an amendment in accordance with the terms of this Agreement. The Lessee may rely upon the execution by the Town of any amendment as evidence of proper authorization.

MAINTENANCE PROVISIONS

25. All maintenance and repair of facilities or other matters during the construction of the development and as required by this Agreement shall be completed by the Lessee at its sole risk and expense. The Project Lands shall not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.

26. The Lessee agrees to maintain in good repair the Project Land at its sole expense in conformity with this Agreement and the Schedules attached hereto. All repair or maintenance shall conform with the requirements of this Agreement.

27. The Lessee agrees that all vaults, containers, collections bins and other facilities which may be required for the storage of garbage and other waste material shall be dealt with as agreed between the Town and the Lessee, both acting reasonably.

28. The Lessee agrees at its sole expense to maintain and ensure that the Project Lands at all times are free and clear of debris and snow so as to not prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of useable parking spaces below the minimum number of spaces set out in the drawings referenced in Schedule "D". In particular, the Lessee agrees not to store snow on-site or on adjacent lands.

29. The Lessee agrees to maintain in good repair to standards acceptable to the Town at its own expense all Landscaped Open Space, driveways and complementary facilities, and sidewalks which are located on untravelled portions of Town-owned road allowances abutting the Project Lands.

29A. During construction the Lessee agrees to erect construction fencing around the Project Lands and at all times take commercially reasonable efforts to minimize and/or reduce any disruption and impact to the abutting lands.

SECURITY

30. In order to guarantee compliance with the conditions contained within this Agreement and to ensure completion, the Lessee covenants and agrees to deposit with the Town prior to or upon execution of this Agreement, a letter of credit or other acceptable security as the Town may deem satisfactory in the following amount:

(a) The sum of ONE HUNDRED & FIFTY THOUSAND DOLLARS (\$150,000.00) CDN

hereinafter referred to as the "Security". The Security may be reduced as the works are completed in the sole discretion of the Town. Notwithstanding anything contained in the Land Lease to the contrary, the Town shall be entitled to hold the Security until following the issuance of the Certificate of Compliance.

31. The Security shall be in a form approved by the Town. The Lessee covenants and agrees that the Security shall be effective and kept in full force, and that it will pay all premiums related thereto as they become due. The Lessee hereby acknowledges and agrees that should there be a deficiency in or failure to carry out work or other matters required by this Agreement, and the Lessee fails to comply within thirty (30) days' written notice or with a direction to carry out such work or matter, the Town may draw upon the Security to complete the work contemplated in this Agreement and Schedules hereto.

32. Where the Lessee is required by this Agreement to do work and where such work is not done within two (2) years of the building permit being issued by the Town, (the "Prescribed Time Period") or where the Lessee does not otherwise abide by this Agreement, the Town may draw on the Security to complete all outstanding work or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn or draw on the Security to demolish in whole or in part and remove any works or matters contemplated by this Agreement and the Schedules hereto from the site.

33. The Lessee also agrees that if in default of any required work being completed within the Prescribed Time Period, or failure to provide, retain, maintain, repair or use those matters and facilities of this Agreement, or if the works contemplated by this Agreement and the schedules hereto have not been substantially completed by the second anniversary of the Building Permit being issued, the Town, its employees, workers, agents, and contractors shall have the right

after sixty (60) days' written notice to the Lessee to enter onto the Project Lands to complete such works required by this Agreement, or to demolish in whole or in part, and to conduct such works as are reasonable and necessary to improve safety of the works, or to restore, in whole or in part the location to its natural state or as it was prior to the commencement of any construction thereon, as the Town deems necessary in its discretion, and all expenses incurred by the Town in doing such work, demolition or restoration, shall be owed by the Lessee to the Town within twenty (20) days of.

34. The Lessee agrees that the Security may be used to rebuild or repair any public facilities damaged or altered during development of Project Lands. The Lessee acknowledges that this provision does not relieve the Lessee of the responsibility to repair or rebuild any public facilities damaged or altered during development of the Project Lands to the requirements of the Town and the Lessee shall pay all costs of such reconstruction or repair.

INSURANCE

35. The Lessee shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Town. Such policy or policies shall be issued in the joint names of the Lessee, the Town and the Town's Engineer and the form and content shall be subject to the approval of the Town. The minimum limits of such policies shall be five million dollars (\$5,000,000.00) all inclusive, but the Town shall have the right to set higher amounts, as its sole discretion. The said insurance policy shall include a provision that requires the insurance company to provide the Town with thirty (30) days' written notice of termination of such policy. Such insurance policy shall provide coverage for a period of at least two (2) years and shall continue until all the work required by the Lessee under this Agreement is completed and, where applicable, assumed by the Town. The issuance of such a policy of insurance shall not be construed as relieving the Lessee from responsibility for other or larger claims, if any, for which it may be held responsible.

RELEASE AND INDEMNIFICATION

36. The Lessee agrees that the Town shall not be liable to compensate the Lessee, occupant, or any other person having an interest in the Project Lands by reason of anything done by or on behalf of the Town under this Agreement, other than through the gross negligence or wilful misconduct of the Town.

37. The Lessee hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims or demands whatsoever against the Town, its Council, employees, workers, agents, contractors, and consultants, and further covenants and agrees to indemnify and save harmless the Town, its Council, employees, workers, agents, contractors, and consultants from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, and from all costs to which the Town, its Council, employees, workers, contractors, and consultants, 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 Lessee developing the Project Lands, including without limitation, the installation, maintenance, repair and/or operation of any facilities therein, unless caused by the gross negligence or wilful misconduct of the Town.

38. Without limiting that set out above, the Lessee shall at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Lessee.

FORCE MAJEURE

39. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)":)



- (a) acts of God;
- (b) flood, fire, earthquake, tsunami, epidemics, pandemics including the 2019 novel coronavirus pandemic (COVID-19), or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- (d) government order or law;
- (e) actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (f) action by any Provincial or Federal authority;
- (g) national or regional emergency;
- (h) strikes, labour stoppages or slowdowns, or other industrial disturbances;
- (i) shortage of adequate power or transportation facilities; and
- (j) other similar events beyond the reasonable control of the Impacted Party.

The parties agree that if a Force Majeure Event impacts the project schedule—despite the commercially reasonable efforts of the Lessee, then the timelines set out in this Agreement, including the “Prescribed Time Period”, shall be extended for a period equal to the duration of the Force Majeure Event and reasonable re-mobilization time.

GENERAL PROVISIONS

40. All of the requirements referred to in this Agreement including the Schedules hereof shall be completed in accordance with this Agreement.

41. The Lessee hereby grants to the Town, its employees, workers, agents, and contractors a license to enter the Project Lands for the purpose of inspection of the works or for any other purpose pursuant to the rights of the Town under this Agreement.

42. If any notice is required to be given by the Town to the Lessee with respect to the Agreement, such notice shall be delivered to:

P.O. Box
603 Goderich Street
Port Elgin, ON N0H 2C9
Attention: Piergiorgio Donnini and Kevin Carter
Email: pierdonnini@bmts.com and kevincarter@bmts.com

or may be given to the Lessee by prepaid registered mail, facsimile transmission or by electronic mail transmission. Any notice sent by electronic mail transmission or facsimile transmission shall be deemed effective on the day sent. If given by prepaid mail, it shall be deemed to have been delivered on the fifth (5th) business day after mailing.

If notice is to be given by the Lessee to the Town it shall be similarly given to:

The Corporation of the Town of Saugeen Shores
600 Tomlinson Drive, P.O. Box 820
Port Elgin, Ontario N0H 2C0
Attention: Clerk
Fax: (519) 396-822
Email: clerk@saugeenshores.ca

43. In the event of conflict or inconsistency as between this Agreement and the Land Lease, the terms of this Agreement shall govern.

44. This Agreement is not transferable or assignable by the Lessee without the prior written consent of the Town. If the Lessee is a corporation, any change in which the Lessee becomes controlled, directly or indirectly, by a different person or persons from the person or persons that controlled, directly or indirectly, the Lessee at the date of execution of this Agreement shall constitute an assignment or transfer and shall require the written consent of the Town. Notwithstanding the forgoing, the Lessee may transfer its rights and obligations pursuant to this Agreement to a permitted assignee of the Land Lease, including a leasehold mortgagee.

45. The Lessee shall not call into question in any proceedings, directly or indirectly, whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement. This Agreement may be pleaded as an estoppel against the Lessee in any such proceedings.



46. Nothing within this Agreement shall relieve the Lessee from complying with all applicable municipal or provincial requirements.

47. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

48. Should any provisions of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that both Parties, directly or through their agents have participated in the preparation of this agreement.

49. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

50. The terms of this Agreement may be amended, altered, substituted, deleted, replaced, or added to only if such modification is in writing, signed by both parties, or in the case of the Town by the Director if it falls within the delegated authority provided in paragraph 24 herein, and expressly stated to be a modification of this Agreement.

51. Headings in this Agreement shall not to be considered part of this Agreement and are included solely for the convenience of reference. They are not intended to be full or accurate descriptions of the contents thereof.

52. In this Agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

53. The Lessee acknowledges that the Lessee has been advised to consult a lawyer before executing this Agreement. The Lessee represents and warrants that the Lessee has either obtained independent legal advice from the Lessee's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Lessee represents and warrants that the Lessee has read this Agreement and understands the terms and conditions and the Lessee's rights and obligations under this Agreement and agrees to be bound by it.

54. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The Town shall be entitled to enforce the provisions hereof against the Lessee and all subsequent Lessees of the Project Lands.

55. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes

INTENTIONALLY LEFT BLANK

IN WITNESSETH WHEREOF the parties have hereunto set their hand and seal.

SIGNED, SEALED AND DELIVERED

2706913 ONTARIO INC
PER: _____ Original Signed _____

Name: Piergiorgio Donnini
Title: President & Chief Executive Officer

I have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF
SAUGEEN SHORES**

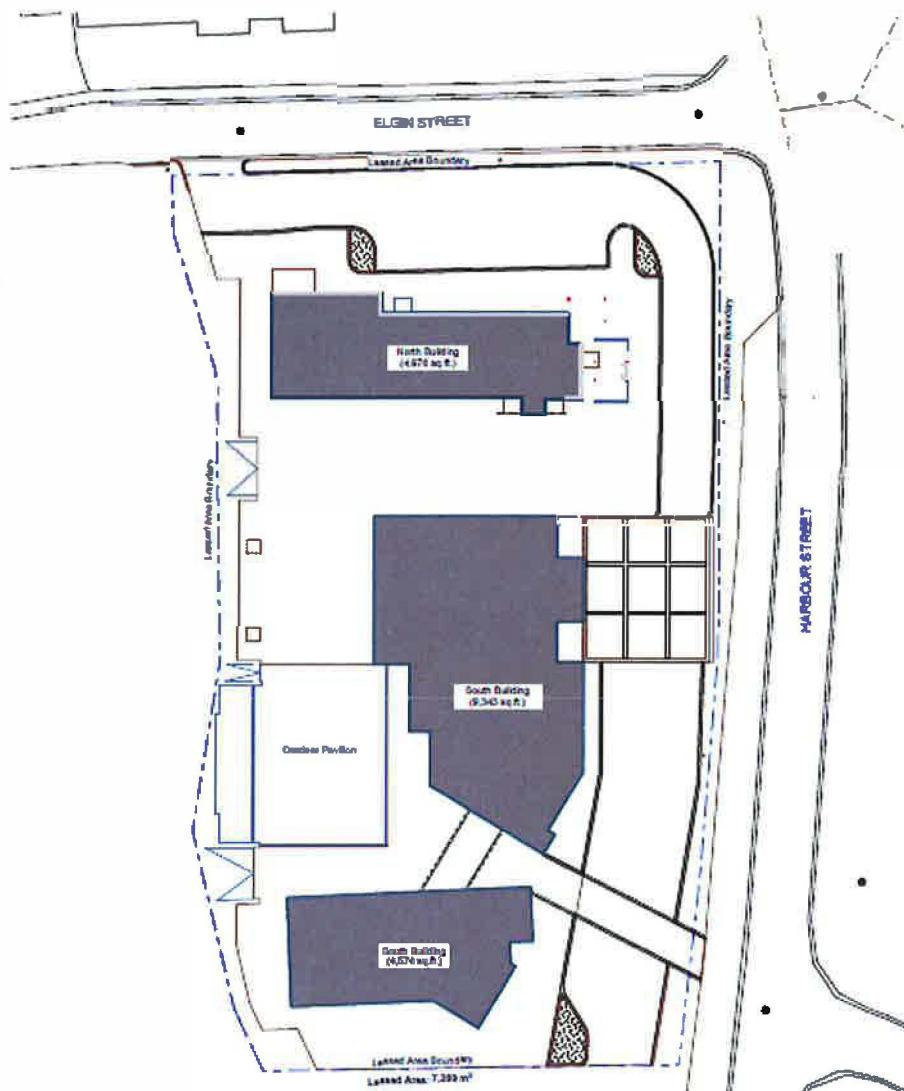
PER: _____
Luke Charbonneau, Mayor

PER: _____
Linda White, Clerk
We have authority to bind the Corporation

SCHEDULE "A"
DESCRIPTION OF THE TOWN'S LANDS

The lands legally described in PINS 33269-0100 and 33269-0097, Saugeen Shores, County of Bruce

SCHEDULE "B"
IDENTIFICATION OF THE PROJECT LANDS
(to be identified in a reference plan to be deposited in the Bruce County Land Registry
Office (LRO #3))



SCHEDULE "C"
APPROVED SITE SERVICING PLANS

The "approved site servicing plans" as amended from time to time by the Director as contemplated in paragraph 24, and shall be filed with the Clerk's Office of the Town, as listed below, and shall include any plans/drawings not listed below which are contemplated in the Agreement:

1. General Notes & OBC Matrix, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing A0.1
2. Site Plan/Key Plan, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing A0.2
3. Landscaping Plan, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing A0.4
4. Ground Floor Plan – North Building, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing N-A1.2
5. North Building – Elevations N & S, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing N-A2.1
6. North Building – Elevations E & W, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing N-A2.2
7. Ice Cream Pergola, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing N-A3.2
8. Ground Floor Plan – South Building, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing S-A1.1
9. Second Level Plan – South Building, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing AS-A1.2
10. South Building – Elevations, prepared by G.M. Diemert Architect Inc., dated 2022.06.03, Drawing S-A2.2
11. Site Servicing Plan, prepared by Cobide Engineering Inc., dated June 3/22, Drawing 01867-SS1
12. Site Grading Plan, prepared by Cobide Engineering Inc. , dated June 3/22, Drawing 01867-SG1
13. Sediment and Erosion Control Plan, prepared by Cobide Engineering Inc., dated June 3/22, Drawing 01867-SEC1
14. Engineering Standards & Miscellaneous Details, prepared by Cobide Engineering Inc., dated June 3/22, Drawing 01867-DET1
15. Miscellaneous Details, prepared by Cobide Engineering Inc., dated June 3/22, Drawing 01867-DET2

SCHEDULE "D"
SPECIAL SITE DEVELOPMENT REQUIREMENTS INCLUDING EXTERNAL WORKS

1. The parties herein acknowledge and agree that vehicular parking for the Project Lands will be off-site on the Town's Lands save and except the parking spots identified on the Approved Site Plan which will be non exclusive to the Project Lands. Insofar as the operation of the Project Lands, when the site works and servicing contemplated herein and in the Land Lease have been completed in accordance with this Agreement and the building on the Project Lands is occupied, the Town will ensure that sufficient off-street vehicular parking for the Project Lands (hereinafter referred to as "**Parking Area**") is available as required by the Town's Zoning By-law.
2. The Town agrees to design and construct the Parking Area, which shall include the installation of curbing and landscaping, if deemed necessary, and which shall be at the Town's sole control and discretion.
3. The Lessee acknowledges that the Project Lands form part of the Town's Lands, which includes an integrated Town-owned waterfront recreation area, and that further Town directed action and development may occur concurrently and subsequently to works on, and in proximity to, the Project Lands.
4. The Lessee shall, in carrying out the completion of the approved site servicing plans, ensure that the construction of the works and operations of the completed works shall not unreasonably interfere with pedestrian movement, vehicular parking and movement within the Town-owned waterfront recreation area.
5. The Lessee shall, at all material times, make commercially reasonable efforts to minimize and avoid disruption and impact to abutting lands.
6. The parties agree that the murals referenced on the approved drawings shall be constructed on a removable display board. The maintenance of the murals shall be the responsibility of the proponent and must be kept in an aesthetically pleasing manner. Content of the murals will have a significance to the heritage of the Town, promotion of Town festivities or other appropriate imagery approved by the Town.