

FOR OFFICE USE ONLY

Number **283499**
CERTIFICATE OF REGISTRATION
A11-37
BRUCE
Vol. 3
WALKERTON
Land Registrar

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 18 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document		Additional: See Schedule <input type="checkbox"/>
DEVELOPMENT AGREEMENT		
(5) Consideration		
Dollars \$		
(6) Description		
ALL and Singular that certain parcel of land in the County of Bruce, Province of Ontario, and composed of Park Lot 19, Registered Plan No. 111 in The Town of Port Elgin, in the County of Bruce, designated as Part 1 of Reference Plan 3R-5391.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

See Schedule attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE CORPORATION OF THE TOWN	D.A. COURT	1991 09 27
OF PORT ELGIN	Chief Administrative Officer	

(11) Address for Service 515 Goderich Street, PORT ELGIN, Ontario NOH 2C4

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
ROSNER'S SERVICE CENTRE LTD.		
Owner		

(13) Address for Service 1044 Goderich Street, PORT ELGIN, Ontario NOH 2C0

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
1044 Goderich Street PORT ELGIN, ONTARIO NOH 2C0	THE CORPORATION OF THE TOWN OF PORT ELGIN NOH 2C4	Registration Fee 25.00
		Total 25.00

FOR OFFICE USE ONLY

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 21 DAY OF AUGUST, 1991.

BETWEEN

CORPORATION OF THE TOWN OF PORT ELGIN

hereinafter called the "Town"

OF THE FIRST PART,

- and -

ROSNER'S SERVICE CENTRE LTD.

hereinafter call the "Owner"

OF THE SECOND PART,

DEVELOPMENT AGREEMENT

WHEREAS the Owner represents that it is the registered owner of those lands in the Town of Port Elgin, County of Bruce, described in Schedule "A" attached hereto and forming part of this agreement.

AND WHEREAS the parties hereto agree that the lands affected by this agreement are as set out in Schedule "A" attached hereto;

AND WHEREAS the Town has enacted a Site Plan Control Area By-Law pursuant to the provisions of Section 40 of The Planning Act, 1983;

AND WHEREAS the covenants in this agreement are binding upon the Owner and when registered on title are binding upon all successors in title;

AND THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of the plans for the development on the subject parcel of land by the Town and the sum of ONE (\$1.00) DOLLAR, the receipt of which is hereby admitted, the Owner for himself and for all successors in title, HEREBY AGREES with the Town as follows:

PART A - GENERAL PROVISIONS

1. The parties to this agreement hereby agree that the Owner as herein stated is the registered owner of those described in schedule "A" to this agreement and the lands affected by this agreement are as described in Schedule "A" to this agreement, hereinafter called the "subject lands".
2. The Owner for himself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the construction, proper maintenance and operation of the facilities required by this agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this agreement.
3. The Owner agrees to allow the Town at the owners expense and at the Town's sole discretion to register or deposit this agreement in this Registry Office for the County of Bruce against the "subject lands".
4. The Owner will 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 untraveled portions of road allowances where the same are required by this agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
5. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

6. The clauses of this agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
7. Nothing in this agreement shall relieve the Owner from complying with all applicable municipal or provincial requirements.
8. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this agreement.

9. TOWN'S LEGAL, ENGINEERING AND ADMINISTRATIVE COSTS.

The Owner agrees to pay to the Town the cost of the Town's lawyer, engineer, planner and administration for all costs involved in processing the proposed development and of the Town's engineer for checking of plans and specifications and for inspection on behalf of the Town and in this regard to pay to the Town the sum of One Thousand Five Hundred dollars (\$1500.00) upon applying for the preparation of the Site Plan Agreement. As accounts are received from the Town's lawyer, engineer and planner they will be paid by the Town and then submitted to the Developer together with the Town's administrative cost, for reimbursement so that the (\$1500.00) dollar initial deposit will be maintained to enable the Town to pay the next accounts as they are received. When the certificate of occupancy is issued the balance remaining in the account will be returned to the owner.

10. DEVELOPER'S CONSULTING ENGINEER.

The Developers shall employ engineers and architects registered in Ontario, or other competent persons

- (a) to prepare designs,
- (b) to prepare and furnish all required drawings,
- (c) to provide the field layout, the contract administration and the supervision of the construction of the Internal Services and External Services.
- (d) to act as the Developer's representative in all matters pertaining to the construction.
- (e) to furnish the Town at the Developer's expense with 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 "Approved Site Plan" and "Site Development" requirements attached hereto as Schedules "B" and "C".
- (f) to prepare and provide the Town, at the Developer's expense, a Certificate of Completion indicating that the property has been developed in conformity with the "Approved Site Plan" and "Site Development" requirements attached hereto as Schedules "B" and "C".
- (g) to prepare and provide the Town with a construction Schedule when requested by the Town.

PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS.

- 11. The Owner agrees to undertake development on the "subject land's, at his sole expense, in conformity with the site plan as detailed in Schedule "B". attached hereto, which shall hereinafter be referred to as the "Approved Site Plan".
- 12. The Owner agrees to provide, install or otherwise abide by, at his sole expense, the site development requirements as detailed in Schedule "C" attached hereto.
- 13. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this agreement, the Town shall issue a Certificate of Compliance.

(b) "Certificate of Compliance" shall mean a statement by the Town as to the Substantial Completion of the works, matters and facilities required by this agreement and 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 Owner under this agreement or to enforce any other of the Town's requirements, regulations or By-Laws which relate to the subject lands.

14. Prior to obtaining a building permit or proceeding with any work herein described, whichever the case may be, the Owner agrees to:

(a) provide a security (hereinafter called "the security") to the Town in an amount as detailed in Clause 2 of Schedule "C" by way of cash or a Letter of Credit in a form acceptable to the Town (see Schedule "E" for sample Letter of Credit) which shall have an initial expiry date no sooner than the date as detailed in Clause 2 on Schedule "C" to ensure the provision of all matters and facilities required pursuant to this agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a Certificate of Compliance, unless the Town exercises its rights under Clauses 16 and 17 of Part B of this agreement, in which case the security shall be forfeited absolutely to the Town as liquidated damages and not as a penalty.

(b) Meet the financial obligations of the Port Elgin Hydro Commission.

15. Where the Owner is required by this agreement to do work and where such work is not done within the prescribed time, or where the Owner does not otherwise abide by the requirements of this agreement, the "security" shall be forfeited absolutely to the Town as liquidated damages and not as a penalty, and a Certificate of Compliance shall not be issued until such work has been completed. The Owner also agrees that 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, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject 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 sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands". Should the Town be required to complete such works required by this agreement, as the Town deems necessary in its sole discretion, and all expenses incurred by the Town in doing such works shall become a charge against the "subject lands", and may be recovered by court action or in like manner as unpaid municipal taxes.

16. The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having

an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this agreement.

17. The Owner agrees that the security may be used to rebuild or repair any public facilities damaged or altered during development of "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Engineer and the Owner shall pay all costs of such reconstruction or repair.
18. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a certificate of compliance will not be issued until such work necessary to complete the development is done, and that until such Certificate of Compliance has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
19. All maintenance and repair of facilities and matters required by the agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for this agreement.
20. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of Schedule "B": (approved site plan) and Schedule "C" (site development requirements), and all other requirements pursuant to this agreement, and all repair or maintenance shall conform with the requirements of this agreement as it applied to the original development.
21. The Owner 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 kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.

22. The Owner agrees that at his sole expense, that all parking areas provided on the "subject lands" shall be reasonably, in all circumstances, maintained clear of snow so as not to 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 required by the Town's zoning. That the Owner further agrees snow will not be collected in such a manner that, it blocks visibility adjacent to a street. Further, it should not be collected in such a manner that it blocks drainage to a street drain or drainage facilities on site. Further, it should not be collected in such a manner, that melt water would effect any abutting property.
23. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untraveled portions of Town owned road allowances abutting the subject lands.
24. If any notice is required to be given by the Town to the Owner with respect to the Agreement, such notice shall be

delivered to: ROSNER'S SERVICE CENTRE LTD.
 736 GODERICH STREET
 PORT ELGIN, ONTARIO
 N0H 2C0

or such other address as the Owner has given to the Chief Administrative Officer in writing or notice may be given to the Owner by prepaid registered mail and any such notice forwarded by prepaid mail shall be deemed to have been delivered on the third business day after mailing. If notice is to be

given by the Owner to the Town it shall be similarly given to:

The Corporation of the Town of Port Elgin
515 Goderich Street
Port Elgin, Ontario
N0H 2C4

PART C - OTHER PROVISIONS.

25. Definitions for terms which may be used in this agreement shall be as follows:

- (i) "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.
- (ii) "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.

THE CORPORATION OF THE TOWN OF
PORT ELGIN

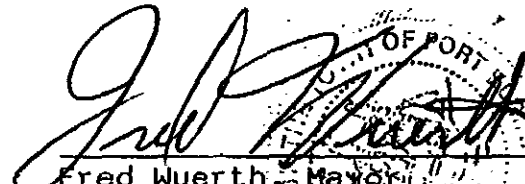


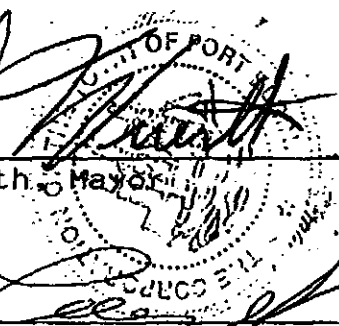

Michael J. Rosner
Rosner's Service Centre Ltd.



Michael J. Rosner
Rosner's Service Centre Ltd.

Date August 9th, 1991



Fred Wuerth, Mayor



D. A. Court, C.A.O.

Date Aug 23-91

07691



SCHEDULE "A"

SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and
County of Bruce, Province of Ontario, and composed of
Park Lot 19, Registered Plan No. 111 in The Town of Port Elgin,
in The County of Bruce, designated as Part 1 of Reference Plan
3R-5391.

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plan" shall be plan drawn by,
Paragon Engineering Limited, Project 8-3371, sheet 1 of 1
revised as of August 21, 1991,
as amended by red line changes, refer to thereon as the "approved
site plan" as indicated by the signature of the C.A.O. and Mayor
for The Town of Port Elgin, and on file in the C. A. O.'s office.

SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. The Owner agrees to obtain a building permit for the development within twelve months from the signing of this Development Agreement.

Failure to obtain a building permit within the prescribed time period shall mean this agreement is null and void, except Part A, paragraphs 4, 5, Part B paragraphs 9, 14, 15, and 17.
2. Pursuant to Clause 14 (a) of Part B of this agreement, the security shall be in amount of Two Thousand and Four Hundred Dollars (\$2,400.) and such security be in the form of a Letter of Credit or cash or certified cheque.
3. The Owner agrees to prepare a grading and drainage plan acceptable to the Town's Engineer and all surface and roof drainage shall be controlled in a manner satisfactory to the Town's Engineer. Approval of grading and drainage plan is required prior to the signing of this agreement.
4. The Owner agrees that any floodlighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties with the exception of the Town owned laneway and so controlled in intensity so as to prevent glare on adjacent streets and properties. The owner agrees to provide sufficient floodlighting on the development to illuminate the Town owned laneway to the south of the development.
5. The Owner shall prepare and submit for approval to the Town's Sign Administrator a signage plan, in accordance with the Town's Sign By-Law (By-Law 31-89) and the Owner agrees to implement the approved signage plan.
6. The Owner agrees to ensure during development of the "subject lands" that appropriate devices are installed and measures taken to prevent unreasonable erosion of soil from the site by wind or water, and the Owner agrees to abide by any request of the Town's Chief Building Official or

Engineer in this regard, acting reasonably.

7. The Owner agrees to install temporary fencing or otherwise adequately protect all tree shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Planner or Engineer in this regard, acting reasonably.
8. The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be so designed and constructed so as to carry the weight of the Town's Fire Fighting equipment.
9. The Owner agrees to provide all landscaping as shown on the "approved site plan". All plantings shall be installed to the specifications and requirements as indicated on the "approved site plan".
10. The Owner undertakes to provide, upon request of the Town's Engineer, acting reasonably, such easements as the Town may require for the construction, improvement or maintenance of water courses, ditches, land drainage works and sanitary sewage facilities.
11. The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town all lands lying between the "subject lands" and any and all abutting streets, without limiting the generality of the foregoing shall include the following:
 - (i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed
 - (ii) installation of driveways of proper width and grade from the street line and property line with asphalt, concrete or other hard surfacing acceptable to the Town's Engineer.
 - (iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.

12. The Owner agrees that all parking areas and driveways shall be surfaced with asphalt or cement and or interlocking stone pavers and all parking stalls shall be visually identified.
13. No lease, sub-lease, assignment, transfer or resale of the property prior to the issuance of the Certificate of Completion, shall take place without the approval of the Town. Said consent or approval shall not be unreasonably withheld.
14. The Owner agrees that no buildings, structure, or any addition thereto shall be erected on the said lands, and no building permit shall be applied affecting the said lands until plans respecting the building, landscaping, drainage and grading have received the approval of the Town.
15. Parking - Provision for parking or payment in-lieu for parking will be in accordance with Comprehensive Zoning By-Law 3-86 as amended, Corporation of the Town of Port Elgin.
16. The owner agrees, at its cost, to extend the sanitary sewer line northwards along Goderich Street to the northern limits of his property, and to pay the Town the normal connection charges to connect the development into the sanitary sewer.
17. The Town agrees, at its cost, to extent the sewer line twenty feet (20 feet) northwards along Goderich Street to provide sewer service to the resident to the north of the subject lands.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

Although no works on Town owned lands are anticipated, the Town's Engineer and Planner, in consultation with the owner, may determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands". Such works as to be done by the Town or the Town's contractors at such time as the Town determines in its sole discretion. All costs of any such works are to be paid by the Owner, and without limiting the generality of the foregoing, these costs shall include:

- (i) curb cuts and curb replacements if necessary.
- (ii) sidewalk replacement if necessary.

SCHEDULE "E"

LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT

TO: The Corporation of the Town of Port Elgin

1751

We hereby authorize The Corporation of the Town of Port Elgin to draw on HEPCOE Credit Union Limited, 700 University Avenue, Toronto, Ontario, M5G 1X6, for the account of Mike and Carol Rosner, up to the aggregate amount of \$2,400.00 Canadian, available on demand as follows (accompanied by the original of this Letter of Credit when fully drawn down):

Pursuant to the request of our customer, Mike and Carol Rosner, we HEPCOE Credit Union Limited, 700 University Avenue, Toronto, hereby establish and give to you an irrevocable Letter of Credit in your favour in the total amount of \$2,400.00, as required pursuant to an Agreement made between The Corporation of the Town of Port Elgin and Mike and Carol Rosner which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without inquiring whether you have a right as between yourself and our customer to make such demand, and without recognizing any claim of our said customer.

The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing given to us from time to time by you.

It is understood that this obligation is between the HEPCOE Credit Union Limited and The Corporation of the Town of Port Elgin and any notice referred to in the preceding paragraph shall not be used for any other purpose than herein set forth.

It is further understood that the obligation of the undersigned under this Credit is an obligation to pay money only and that in no circumstances shall the HEPCOE Credit Union be obliged to perform or cause to be performed any work under the said Agreement.

SCHEDULE "E"
LETTER OF CREDIT

- 2 -

This Irrevocable Letter of Credit will continue to August 21, 1992 and will expire at our counters on that date and you may call for payment of the full amount outstanding under this Irrevocable Letter of Credit at any time up to the close of business on that date. It is a condition of this Irrevocable Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing by Registered Mail that we elect to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder.

Partial drawings are permitted.

The demand drawn under this Letter of Credit is to be endorsed and shall state on its face that it is drawn on HEPCOE Credit Union Limited, 700 University Avenue, Toronto, Ontario Irrevocable Letter of Credit \$2,400.00, dated August 21, 1991 and numbered 1751.

HEPCOE CREDIT UNION LIMITED

Aug 23, 1991
DATE

PER: W. Elliott
A.S.O. WENDY J. ELLIOTT
COMMERCIAL ACCOUNTS
OFFICER

PER: V. Prummel
A.S.O. V. PRUMMEL
COMMERCIAL LOAN OFFICER