

**THIS AGREEMENT** made, in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2021

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS**

(hereinafter called the "Township")

OF THE FIRST PART

-and -

**WHITECHURCH FARMS LTD. c/o FRANK EICHORN**

(hereinafter called the "Owner")

OF THE SECOND PART

**WHEREAS** the Owner is the legal and beneficial owner of the property legally described in Schedule "A" hereto (the "Lands");

**AND WHEREAS** the Township, pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, has passed a by-law designating the Lands as a site plan control area;

**AND WHEREAS** pursuant to the provisions of Section 41 of the *Planning Act* the Township may enter into an agreement with the Owner to ensure the provision and maintenance of facilities, works or matters as set out in approved site plans and drawings;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the sum of two (\$2.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Township agree as follows:

1. The Owner agrees that the exterior building design, site, elevation, grading, drainage, landscape-buffering and layout plans for the Lands (the "Plans") shall be approved in writing by the Township prior to the issuance of any building or other permits for the Lands.
2. The Owner agrees that the Plans shall be in such detail as required by the Township and may, in the Township's discretion, be required to include the all or some of the following, if applicable:
  - (a) The proposed location, height, dimensions and uses of all buildings and structures and the use of all remaining areas on the Lands.
  - (b) The facilities to provide access to and from the Lands such as access ramps and curbing and traffic direction signs.
  - (c) Off-street vehicular loading and parking facilities and access driveways.
  - (d) Walkways and all other means of pedestrian access.
  - (e) Walls, fences, hedges, trees, shrubs or other ground cover or facilities for the landscaping of the Lands or the protection of adjoining lands.
  - (f) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material.
  - (g) Grading or alteration in elevation or contour of the Lands and provision for

the disposal of storm, surface and waste water from the Lands and from any buildings or structures thereon.

3. The Owner agrees that the building or buildings on the Lands shall be erected and the structures, storage areas, planting strips, parking areas, driveways and other components of the project shall be completed and maintained in accordance with the Plans as approved by the Township, subject only to such changes as are approved in writing by the Township.
4. The Township's Chief Building Official at his sole discretion may agree to minor variations to the Plans, and such minor variations shall not constitute an amendment to this agreement.
5. The Owner agrees to obtain all necessary approvals and comply with all zoning by-laws, regulations, Building Code requirements and other applicable law prior to and during the erection of any buildings or structures on the Lands.
6. The Owner agrees that all works set out in this Agreement shall be completed on or before September 1<sup>st</sup>, 2023. If the Owner fails to complete all works as set out in the Plans within the prescribed time period, or fails to maintain, provide retain repair or use those matters and facilities required by this Agreement, the Township, its servants, agents and contractors shall have the right to enter onto the Lands after providing fifteen (15) days' notice to the Owner, or immediately if the Township deems the matter to be urgent in nature, to complete the works required by this Agreement or such other matters as the Township deems necessary in its sole discretion, and all expenses incurred by the Township in doing such work shall become a charge against the Lands and may be recovered by court action or in a like manner as taxes. The Owner agrees that the Township shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Lands by reason of anything done by or on behalf of the Township under the provisions of this Agreement.
7. The Owner acknowledges and agrees that any Township approvals including, without limitation, zoning and site plan approvals, do not verify or confirm the adequacy of soil conditions and the Owner acknowledges that it is responsible for soil conditions, including soil contamination and the Owner hereby indemnifies and saves the Township harmless from all actions or claims relating to soil conditions on the Lands.
8. Any notice given hereunder shall be in writing to all other parties and either delivered personally or sent by prepaid registered mail, and in the latter case shall be deemed to have been given three (3) business days following the date upon which it was mailed. The address of the parties for the purpose providing notice shall be:

To the Owner at:

2 Anita Drive  
St. Clements, ON  
N0B 2M0

and to the Township at:

P.O. Box 130  
21 Queen Street  
Ripley, Ontario  
N0G 2R0

9. This Owner agrees to pay all legal costs associated with the preparation and registration of this Agreement and any other applicable Township fees.
10. This Agreement shall be registered against the title to the Lands by the Township at the Owner's expense and the obligations set out herein shall run with the Lands and shall ensure to the benefit of and be binding upon the parties hereto their

respective successors and assigns. Where the Owner consists of more than one legal entity, the obligations of the Owner as set out in this Agreement shall be joint and several and may be enforced against any one or all of the entities comprising the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

<b>SIGNED, SEALED AND DELIVERED</b>	)	
in the presence of	)	
	)	
_____	)	_____
Witness:	)	Frank Eichorn:
	)	
	)	
_____	)	_____
Witness:	)	Henry Weber:
	)	
	)	
	)	
	)	Per: _____
	)	Name: _____
	)	Title: _____
	)	
	)	
	)	Per: _____
	)	Name: _____
	)	Title: _____
	)	I/We have the authority to bind the corporation
	)	
	)	<b>THE CORPORATION OF THE</b>
	)	<b>TOWNSHIP OF HURON-KINLOSS</b>
	)	Per: _____
	)	Name: Mitch Twolan
	)	Title: Mayor
	)	
	)	Per: _____
	)	Name: Emily Dance
	)	Title: Clerk
	)	We have the authority to bind the corporation

**SCHEDULE “A” – LEGAL DESCRIPTION OF LANDS**

382 WHITECHURCH ST, CON 3 LOT 36 TO 37, Huron-Kinloss (Kinloss Township)