

## AMENDED SITE PLAN CONTROL AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this       day of       , 2021.

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

**THE CORPORATION OF THE  
MUNICIPALITY OF MIDDLESEX CENTRE**  
(the “Municipality”)

**OF THE FIRST PART;**

-and-

**KILWORTH BUSINESS PARK INC. & JOSEPH PETER WHATMORE**  
(collectively referred to as the “Owner”)

**OF THE SECOND PART;**

**(collectively known as the “Parties”)**

WHEREAS:

- A. The Municipality has by By-law No. 2003-035 as amended or replaced, designated all lands within the boundary of the Municipality as areas of site plan control, pursuant to the provisions of Section 41 of the *Planning Act*, RSO, 1990, c.P.13, as amended or replaced (hereafter, the “**Planning Act**”);
- B. The Owner warrants that it is the registered owner of the lands described in **Appendix “I”** attached hereto (hereinafter, the “**Subject Lands**”) in fee simple, which are subject to site plan control;
- C. The Owner previously developed Building C (845 m2) on the Subject Lands pursuant to a 2007 Site Plan Control Agreement (hereinafter, the “**2007 Site Plan Control Agreement**”);
- D. The Owner previously developed Building B (1318 m2) on the Subject Lands pursuant to a 2009 Site Plan Control Agreement (hereinafter, the “**2009 Site Plan Control Agreement**”);
- E. The Parties consolidated the 2007 Site Plan Control Agreement and 2009 Site Plan Control Agreement into one updated Site Plan Control Agreement with updated plans, which continues to apply to the development and maintenance of Building C and Building B on the Subject Lands on May 16, 2016, which was registered on title to the Subject Lands on June 10, 2016 as instrument ER1045666 (hereinafter, the “**2016 Site Plan Control Agreement**”);
- F. The Owner wishes to develop two additional buildings on the Subject Lands, being Building A and Building D, an additional servicing area, and a parking area on the Subject Lands;
- G. The Owner represents and warrants that it has obtained consent from any mortgagees and/or any third parties that have real property interests in the Subject Lands to seek site plan control approval to develop Building A and Building D on the Subject Lands and to the endorsement of this Amended Site Plan Control and Development Agreement;
- H. The Municipality is prepared to approve site plan control particulars concerning an additional Building A, additional Building D, an additional servicing area, and a parking area on the Subject Lands on the condition that the Owner enters into this one Amended Site Plan Control and Development Agreement for the Subject Lands, which confirms the Owner’s continued obligations in relation to Building C and Building B on the Subject Lands, its obligations related to the new Building A and Building D on the Subject Lands, and the additional servicing area and parking area on the Subject Lands;
- I. The Parties have agreed to amend the 2016 Site Plan Control Agreement, inclusive of its schedules, *mutatis mutandis*, as set out in this Amended Site Plan Control and Development Agreement (hereinafter, the “**Amended Site Plan Control and Development Agreement**”) and hereby confirm that the Amended Site Plan Control and

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Development Agreement supersedes and replaces any prior agreement between the Parties that existed before it concerning the Subject Lands;

- J. Site Plan Control and Development Agreements may be entered into and registered on title pursuant to subsection 41(7), (8), and (10) of the Planning Act and section 71 of the Land Titles Act, RSO 1990, c.L.5, as amended or replaced, and are enforceable pursuant to sections 446 and 442 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (hereinafter referred to as the “**Municipal Act**”); and
- K. Provided the Owner and the Municipality have entered into this Amended Site Plan Control and Development Agreement and registered it on title of the Subject Lands in accordance with its provisions, the Municipality may at that time issue a building permit subject to approval of building plans and subject to the Owner being in full compliance with this Amended Site Plan Control and Development Agreement, the Zoning By-law and all applicable law.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each party to the other and for other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

#### **Incorporation of Recitals**

- 1. The above recitals are true and are hereby incorporated into this Amended Site Plan Control and Development Agreement by reference.

#### **Incorporation of the 2016 Site Plan Control Agreement *mutatis mutandis***

- 1.1 Subject to the terms herein, the provisions of the 2016 Site Plan Control Agreement, inclusive of its schedules, concerning Buildings B and C and their relation to the Subject Lands are attached hereto as **Appendix “II”** are incorporated *mutatis mutandis* into this Amended Site Plan Control and Development Agreement;

#### **Specific Amendments**

- 1.2 Section 1 of the 2016 Site Plan Control Agreement is hereby amended by deleting the content of the clause in its entirety and inserting the following *in lieu* thereof:

Appendix “II” attached hereto and forming a part of this Agreement apply to the development and maintenance of Building B and Building C in relation to the Subject Lands.

- 1.3 Section 2 of the 2016 Site Plan Control Agreement is hereby amended by deleting the content of the clause in its entirety and inserting the following *in lieu* thereof:

The Owner undertakes to complete and maintain the development of the Subject Lands in accordance with this Amended Site Plan Control and Development Agreement and warrants that the Subject Lands shall be used by the Owner and by any subsequent Owners and occupiers of the Subject Lands in accordance with and in conformity with this Amended Site Plan Control and Development Agreement, including without limitation, the engineering drawings which apply to the development of all buildings.

- 1.4 Section 7 of the 2016 Site Plan Control Agreement is hereby amended by deleting the content of the clause in its entirety and inserting the following *in lieu* thereof:

In the event that the Owner takes action or furthers requests to the Municipality in relation to the Subject Lands which cause the Municipality to incur legal costs in relation to those actions or requests, the Owner agrees to compensate the Municipality for one hundred percent (100%) of the legal costs incurred by the Municipality on demand when such costs are invoiced to the Owner by the Municipality.

- 1.5 Sections 14, 15, 16, 17, 18 and 19 of the 2016 Site Plan Control Agreement are hereby deleted in their entirety.

- 1.6 The following engineering drawings apply to the development and maintenance of Building B and Building C in relation to the Subject Lands and are incorporated into Appendix “II”:

- (i) Site Servicing and Grading Plan undertaken by Development Engineering (London) Limited dated April 29, 2016.

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- (ii) Existing Conditions and Removals Plan undertaken by Development Engineering (London) Limited dated April 29, 2016.
- (iii) Notes and Details Plan undertaken by Development Engineering (London) Limited dated April 29, 2016.
- (iv) Landscaping Plan undertaken by Development Engineering (London) Limited dated April 29, 2016.
- (v) Site Servicing and Grading Plan undertaken by Development Engineering (London) Limited dated July 17, 2009 and last revised November 23, 2009.
- (vi) Miscellaneous Notes and Details undertaken by Development Engineering (London) Limited dated July 17, 2009 last revised November 23, 2009.
- (vii) Interim Site Servicing and Grading Plan undertaken by Development Engineering (London) Limited dated July 17, 2009 last revised November 23, 2009.
- (viii) Landscaping Plan undertaken by Development Engineering (London) Limited dated November 24, 2009.
- (ix) Site Servicing and Grading Plan undertaken by Development Engineering (London) Limited dated August 20, 2007 revised September 6, 2007.
- (x) Site Plan undertaken by Paul F. Lorete Architect Inc. dated September 6, 2007.
- (xi) Miscellaneous Notes and Details undertaken by Development Engineering (London) Limited dated August 20, 2007.

#### **Conditional Approval of the Development of Buildings A and D and Related Engineering Drawings**

2. The Municipality hereby approves development of buildings A and D, subject to the covenants set out in this Amended Site Plan Control and Development Agreement and plans and specifications attached hereto in **Appendix "III"**, which includes the following engineering drawings:
- (i) Kilworth Industrial Park- Building "A & D" SE 1, SE 2, SE 3 and SE 4 prepared by Development Engineering (London) Limited dated 03/12/2021.
  - (ii) Kilworth Industrial Park – Building "A & D" Landscape Plan L-1 prepared by Ronkoudys Landscape Architects Inc. dated January 4, 2021.
  - (iii) Kilworth Industrial Park Photometric Plan PH 001 prepared by T.M.B. Topham, Integrated Engineering dated October 21, 2020.

The Owner warrants and undertakes to complete the development of the Subject Lands in accordance with this Amended Site Plan Control and Development Agreement, inclusive of its appendices and that the Subject Lands shall be used by the Owner and by any subsequent Owners and occupiers of the Subject Lands in accordance with and in conformity with this Amended Site Plan Control and Development Agreement, inclusive of its appendices.

#### **Installation of Works and Facilities**

3. The Owner covenants to provide, construct, install and maintain the works and facilities set out and provided for in *Appendix "II"* and *Appendix "III"* to the satisfaction of the Municipality (hereinafter, the **"Works and Facilities"**). The Works and Facilities shall be provided, constructed, installed and maintained by the Owner at absolutely no expense to the Municipality.

#### **Responsibility and Cost of the Works and Facilities**

4. The Owner is responsible for one hundred percent (100%) of the total cost for completion of the Works and Facilities. Every provision of this Agreement by which the Owner is obliged in any way, even where the provision does not specifically enumerate "at the 100% expense of the Owner", shall be deemed to include the words "at the 100% expense of

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the Owner". In the event that the Owner default on any provision of this Agreement, the provisions of the *Municipal Act* apply; any monies owing to the Municipality constitute debt to the Municipality and priority lien owing to the Municipality; and the Municipality may use the remedies set out in sections 29-30 to address the default.

### Compliance with Law

5. The Owner shall:

- (a) Be one hundred percent (100%) responsible for ensuring that the installation and construction of the Works and Facilities complies with all applicable Federal, Provincial and Municipal laws, statutes regulations, by-laws and codes of conduct; and
- (b) Be responsible for obtaining, at one hundred percent (100%) its own risk and cost, any and all approvals necessary for said installation, construction or removal, including without limitation, approvals required by the *Environment Assessment Act*, RSO 1990, c. E.18, as amended or replaced, the *Environmental Protection Act*, RSO 1990, c. E. 19, and any applicable Conservation Authority.

### Application of County Highways By-laws

6. The Owner shall:

- (a) comply with all Municipal By-laws (collectively, hereafter referred to as the "**Municipal By-Laws**"), as amended or replaced, as applicable. The Municipal By-laws may apply but not be limited to Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to Municipal highways (collectively, hereafter referred to as the "**Municipal Highway By-laws**") as they apply to the commencement of any work on, under and around Glendon Drive, Jefferies Road and Doan Drive. The Owner shall comply with the Municipal Highway By-laws and where applicable, shall apply for any such permit or require any contractors and/or agents acting on their behalf to apply for permits and pay appropriate fees in accordance with the Municipal Highway By-laws in advance of commencing any work on, under or around Glendon Drive, Jefferies Road and Doan Drive. The Owner further covenants to provide to the Municipality any security deemed necessary by the Manager of Public Works and/or Municipal Engineer, retained or employed, as designated by the Municipality (the "**Municipal Designate**") in accordance with the Municipal Highway By-laws and will require any contractors and/or agents acting on its behalf to provide any security deemed necessary by the Municipal Designate in accordance with the Municipal Highway By-laws and such security shall take the form of an unconditional and irrevocable letter of credit, certified cheque issued by a Canadian Charter Bank, or similar legal tender in a form approved by the Municipality. The aforementioned security may be drawn upon by the Municipality in the event of default on Municipality permitting conditions.
- (b) comply with the County Highway By-laws, if applicable, as amended or replaced, and as required by the County.

### Development Control

7. Without limiting the covenants and obligations set out elsewhere in this Agreement, the Owner covenants:

#### *Contractors and Agents*

- (a) To be responsible for the oversight, supervision, direction, work and service of all contractors and/or agents of the Owner which perform work or services on behalf of the Owner in furtherance of this Agreement and to ensure that all work and services performed by its respective contractors and/or agents conforms to the requirements of this Agreement. Any failure by any contractor and/or agent of the Owner to perform work or services to the standard required for the Owner by this Agreement shall constitute a default of this Agreement by the Owner.

#### *Engineering Drawings*

- (b) To provide engineering drawings for approval by the Municipal Designate, inclusive of detailed designs and specifications demonstrating details of all Works and Facilities. Without limiting the foregoing, the Owner shall provide engineering drawings detailing, where applicable, all grading, stormwater management, sediment erosion control, easements, servicing, entrance details, road allowance widening, pavement widening, utility construction and any other work required as part of the development. Approval shall be in the sole and absolute discretion of

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the Municipal Designate. Where any of the drawings forming part of *Schedule "C"* require amendment, such amendments shall be subject to the approval of the Municipal Designate, in his/her sole and absolute discretion, and upon approval such plans and drawings shall form part of *Appendix II* and *Appendix III* to this Agreement where so agreed in writing by the Parties.

- (c) The Owner shall provide to the Municipal Designate "as constructed" drawings to the specifications and satisfaction of the Municipal Designate, if required.

#### *Restoration of Highways*

- (d) In the event that any highways of the Municipality or the upper-tier municipality, The Corporation of the County of Middlesex, are affected or damaged by any Works and Facilities installed or constructed, the Owner shall restore to their pre-construction condition at 100% its own cost to the satisfaction to the Municipality and or The Corporation of the County of Middlesex, as applicable.

#### *Water Service*

- (e) To construct private watermain located on or under the Subject Lands, private watermains, services and other appurtenances required to service the proposed development with municipal water and connect them to the municipal water pipes as set out and provided for in *Appendix "II"* and *Appendix "III"*. The Owner shall complete the works referred to in this sub-paragraph 7(e) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act* apply. The parties acknowledge and agree that the following additional provisions apply to the Works and Facilities referred to in this sub-paragraph 7(e):
  - a. No work shall be performed on the existing municipal water distribution system located on, under and around Glendon Drive, Jefferies Road and Doan Drive without prior written approval of the Municipal Designate and the County Engineer, as applicable.
  - b. All private watermains, services and appurtenances constructed on or under the Subject Lands shall be regarded as private works not to be assumed by the Municipality.
  - c. The Works and Facilities referred to in sub-paragraph 7(e) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 7(e) and the Owner shall remain responsible for construction and maintenance of said works as confirmed in sections 3 and 8 of this Agreement.
  - d. No connection of any water service works or watermains may be made to existing municipal water distribution systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owners' retained engineer has provided to the Municipal Designate:
    - 1. a certification report to the effect that all new water service works and watermains have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks standards and are ready for operation;
    - 2. a certification report to the effect that all new water service works and watermains have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Designate;
    - 3. confirmation that the water service works and watermains are in compliance with the Ontario Building Code; and

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4. certification that all new water service works and watermains are ready for operation.

All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the attendance and witnessing of the Municipality's representative of the above noted testing.

#### *Sanitary Sewer Works*

- (f) To construct the private sanitary sewers located on or under the Subject Lands, private sanitary sewer Works and Facilities required to service the proposed development with municipal sanitary sewer services as set out and provided for in *Appendix "II" and Appendix "III"*. The Owner shall complete the works referred to in this sub-paragraph 7(f) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act* apply.
  - (i) No work shall be performed on the existing municipal sanitary sewer system located on, under or around Glendon Drive, Jefferies Road and Doan Drive or any County road, if applicable, without prior written approval of the Municipal Designate and the County Engineer.
  - (ii) All private sanitary sewer works constructed on or under the Subject Lands shall be regarded as private works not to be assumed by the Municipality.
  - (iii) The Works and Facilities referred to in sub-paragraph 7(f) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 7(f) and the Owner shall remain responsible for construction and maintenance of said works as confirmed by sections 3 and 8 of this Agreement.
  - (iv) No connection of any sanitary sewer works may be made to pre-existing municipal sanitary sewer systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owner's retained engineer, if required by the Municipality, has:
    1. provided to the Municipal Designate a certification report to the effect that all new sanitary service works have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks standards and are ready for operation;
    2. provided to the Municipal Designate a sewer video inspection report and disk (DVD) for all sanitary sewers accompanied by a written report from the inspection company;
    3. confirmed that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specifications;
    4. all sanitary service works maintenance holes have been leak-tested to the satisfaction of the Municipal Designate in accordance with the Ontario Provincial Standards specifications;
    5. confirmed that all new sanitary sewer works have been flushed and cleaned and if deemed necessary by the Municipal Designate in his/her discretion, has undertaken further video inspection;

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6. confirmed that the new sanitary sewer works are in compliance with the Ontario Building Code; and
7. certified that all new sanitary service works are ready for operation.
8. All sanitary sewer testing and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the attendance and witnessing of the Municipality's representative of the above noted testing.

*Stormwater Management and Municipal Drain Connection*

- (g) To connect, construct and install a stormwater management and drainage system on or under the Subject Lands as set out and provided for in *Appendix "III"* in accordance with the Servicing and Grading Plan prepared by the Owner's retained engineer and approved by the Municipal Designate. Upon approval of the Municipality's Drainage Superintendent, the Owner shall connect the aforementioned stormwater management and drainage system to the municipal storm sewer in accordance with the plans set out in *Appendix "II"* and *Appendix "III"*. The Owner shall complete the Works and Facilities referred to in this sub-paragraph 7(g) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act* apply
- i. No flows shall be directed to the adjacent properties and neighbouring areas.
  - ii. Prior to the commencement of construction, the Owner shall make a request to the Municipal Designate for approval to connect to the municipal storm sewer. No connection shall be made to the municipal storm sewer until such approval has been granted.
  - iii. The Owner acknowledges that improvements to the municipal storm sewer may be required, at the sole and absolute discretion of the Municipality, prior to any connection to the municipal storm sewer and the Owner agrees to be responsible for the cost of same.
  - iv. The *Drainage Act, RSO 1990, c. D. 17*, as amended or replaced, applies to the Owner's connection to the municipal drain and the Owner shall adhere to all provisions therein when performing any work on a municipal drain.
  - v. The Owner shall ensure that the Oil/Grit separator installed on or under the Subject Lands in accordance with *Appendix "III"* is inspected, cleaned and maintained at least once annually by a qualified waste disposal firm and that any and all on-site maintenance and cleaning complies with applicable laws. The Owner shall provide the Municipality with a record of each annual inspection, prepared by the qualified professional responsible for said inspection. Such record shall confirm that the Oil/Grit separator has been inspected and cleaned and remains fit for use. In the event that the Owner fails to provide said record, the Municipality may enter the Subject Lands to inspect the Oil/Grit separator and in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs in a like manner as municipal taxes.
  - vi. Without limiting any other section of this Agreement, all of the Works and Facilities referred to in sub-paragraph 7(g), shall be completed to the satisfaction of the Owner's retained engineer, the Municipal Designate, the County Engineer and the Municipality's Drainage Superintendent, provided however, that approval by the Municipal Designate, the County Engineer and the Municipality's Drainage Superintendent does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate and the County Engineer confirming his or her engineering approval of the as constructed works. The Municipal Designate, the County Engineer and Municipality's Drainage Superintendent may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in sub-paragraph 7(g) and the Owner

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remains responsible for construction and maintenance of said works as confirmed by sections 3 and 8 of this Agreement.

*Grading of the Lands*

- (h) To confine all stormwater to the Subject Lands and maintain appropriate grading. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site, which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipality and the County of Middlesex in the event an upper-tier road allowance be impacted, at no cost to the Municipality, the County, or neighbouring property owners.

*Access*

- (i) The Owner shall restrict the means of vehicular access to the locations shown on the Site Plan. Prior to any work being undertaken within a road allowance, the Owner will obtain a work permit from the road authority having jurisdiction. The undertaking of such work shall be to the satisfaction of the road authority having jurisdiction.

*Location of Buildings*

- (j) The Owner agrees to construct all buildings in the locations shown on the Site Plan and in conformity with the regulations of the Zoning By-law.

*Fire Routes*

- (k) To install at 100% its cost, all signage depicting any fire routes required by the Municipality.

*Subject Landscaping and Boulevard Maintenance*

- (l) To provide landscaping and grass cover on all areas of the Subject Lands in accordance with the Landscape Plan that forms part of this Amended Site Plan Control and Development Agreement in *Appendix "II"* and *Appendix "III"*. The Owner shall maintain that portion of road allowances between the lot line and the travelled portion of roads.

*Exterior Lighting*

- (m) To install necessary exterior lighting on the Subject Lands and surrounding areas as required by the Municipality at 100% the Owner's cost. The Owner warrants that all exterior lighting shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and properties.

*Open Storage*

- (n) Not to engage in any open storage. The Owner hereby acknowledges open storage is not permitted.

*Fencing*

- (o) To install fencing on the Subject Lands and surrounding areas in accordance with the plans in *Appendix "II"* and *Appendix "III"* and as required by the Municipality and in compliance with the Municipality's by-law, as amended or replaced.

*Property Maintenance and Garbage*

- (p) To maintain or cause to be maintained the Subject Lands at all times in as neat and tidy a condition as is reasonably consistent with the development of the Subject Lands pursuant to the Building Permit, including weed removal and grass cutting prior to and during the development, and after completion of the development. The Owner warrants to confine garbage storage containers to the existing location as shown on the Site Plan.

*Additional Approvals and Amended Site Plan Control and Development Agreement*

- (q) To obtain additional approvals from other government agencies or ministries as may be required prior to the issuance of building permits. The Owner warrants that in advance of constructing any future buildings and parking area, it shall submit an application to the Municipality for Site Plan Control approval and agrees to amend this Amended Site Plan Control Agreement to reflect any new development particulars or uses of the Subject Lands.

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### *Signs*

- (r) In the event the Owner shall install any signs on the Subject Lands, including their locations and graphics, the Owner must receive prior approval by the Chief Building Official, in order to ensure compatibility with surrounding properties and to prevent sight line obstructions. The owner acknowledges that portable signs are not permitted.

### **Maintenance of Works and Facilities**

8. The Owner covenants to maintain, at its sole risk and expense, all of the Works and Facilities as provided for and set out in *Appendix "II and Appendix III"*. Such obligation does not apply to any works, which have been formally assumed by the Municipality pursuant to Assumption By-law. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Municipality or in the event of any failure, malfunction or unauthorized alteration to the Works and Facilities, the Owner will be in default of this Agreement and the Municipality may remedy the default as set out in sections 29-30 of this Agreement.

### **Mud and Debris Clean-up; Dust Suppression**

9. The Owner is responsible for all mud and debris tracked onto roadways from vehicles entering or leaving the construction site and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Municipality or County immediately proceed with clean-up operations at the Owner's expense. To eliminate dust, the Owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Municipality.

### **Timing for Completion**

10. The Owner shall comply with the requirements of this Agreement within two (2) years from the date of issuance of a building permit. The Owner shall provide proof of completion of the Works and Facilities to the satisfaction of the Municipal Designate. Without limiting the foregoing, the proof required shall include but is not limited to a survey, engineering certification, architectural (including subject landscape architectural) certification and/or any other type of certification.
11. Upon failure of the Owner to complete the requirements of this Agreement within the said two (2) year period, such will constitute a default of this Agreement and the Municipality may proceed to remedy the default as set out in sections 29-30 of this Agreement.

### **Retained Engineer Certificate**

12. All Works and Facilities installed in accordance with *Appendix "III" and this Agreement* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Designate and the Municipal Chief Building Official, provided however, approval by the Municipal Designate and Municipal Chief Building Official does not relieve the Owner and/or Owner's retained engineer from full responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped (hereinafter referred to as the "**Engineer Certificate**"), to the Municipal Designate and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Designate and Municipal Chief Building Official may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the Works and Facilities. The Owner's retained engineer shall be responsible for the engineering of the Works and Facilities and the Owner remains responsible for construction and maintenance.

### **Security**

13. So as to ensure due performance of the requirements of this Amended Site Plan Control and Development Agreement with respect to the development of the Subject Lands, the Owner shall, prior to endorsement of this Agreement by the Mayor and Clerk of the Municipality, deposit with the Municipality a performance bond or irrevocable letter of credit in favour of and satisfactory to the Municipality for the principal sum of Sixty Five Thousand One hundred Fifty two dollars and fifty cents (\$65,152.50) (hereinafter, the "**Security**").
14. In the event the form of Security chosen by the Owner is an irrevocable letter of credit, the Owner covenants to keep such letter of credit in full force and effect and warrants that it

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will pay all premiums for the said letter of credit as they become due. The letter of credit will be able to be drawn upon by the Municipality at its discretion to address any default of the Owner or debt owing pursuant to this Amended Site Plan Control and Development Agreement.

### Registration and Priority of this Amended Site Plan Control and Development Agreement

15. The Parties:

- (a) agree to cause the registration of instruments ER53435, ER1025346 and ER1045666 to be removed from title to the Subject Lands at one hundred percent (100%) the cost of the Owner, given that past agreements concerning site plan control have been superseded and replaced with this one Amended Site Plan Control and Development Agreement. The Owner shall obtain consent for de-registration of the above instruments from any mortgagees and/or any third party that have a real property interest in the Subject Lands;
- (b) acknowledge and direct that this Amended Site Plan Control and Development Agreement, including *Appendix "II"* in relation to Buildings B and C and *Appendix "III"* in relation to Buildings A and D, be electronically registered on title to the Subject Lands at the appropriate Land Titles Office by legal counsel for the Owner at one hundred percent (100%) the expense of the Owner to the intent and purpose that this Amended Site Plan Control and Development Agreement and all of the Owner's covenants herein shall run with the Subject Lands. The Owner shall provide the Municipality with proof of registration.

16. The Owner hereby agrees that if at the time of registration of this Amended Site Plan Control and Development Agreement, if there are any encumbrances on the title to the Subject Lands held by any party other than the Municipality, then the Owner shall arrange for the discharge of such encumbrances from title. In the alternative, the Owner shall, prior to the registration of this Agreement, obtain a postponement and consent in favour of the Municipality for each encumbrance to this Agreement's priority on title of the Subject Lands.

### Responsibility and Indemnity

- 17. The Owner expressly acknowledges and agrees that the development of the Subject Lands, including the installation and construction of the Works and Facilities, is entirely and solely at its own risk and expense without liability or responsibility of the Municipality.
- 18. Without limiting the foregoing, the Owner releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including without limitation, legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario) and for any and all liability for:
  - (a) damages to any property, including property other than the Subject Lands;
  - (b) any direct, indirect, special or consequential damages; and
  - (c) any injury to any person (including death) however caused;

which in any manner arise out of or are in any manner related to this Agreement, the development of the Subject Lands and/or the installation and construction of the Works and Facilities pursuant to *"Appendix II" and Appendix "III"* of this Agreement.

### Insurance

#### *Owner Insurance*

- 19. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with insurance policies from the Owner supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Five Million Dollars (**\$5,000,000.00**) and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, and contractual liability arising from this Amended Site Plan Control and Development Agreement, which arise out of the installation/construction and maintenance of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a

*Initials:* \_\_\_\_\_

minimum of thirty (30) days written notice of cancellation. The Owner shall upon the request of the Municipality, and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the above mentioned insurance policies of the Owner shall continue until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

#### *Contractor/Agent Insurance*

20. Forthwith upon execution of this Amended Site Plan Control and Development Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to this Amended Site Plan Control and Development Agreement to provide the Municipality with insurance policies supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Five Million Dollars (**\$5,000,000.00**) for each of the contractor(s) and/or agent(s) and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, contractual liability (from this Agreement), employer's liability, employee benefits liability and non-owned auto liability which arise out of the installation and construction of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The contractor(s) and/or agent(s) shall upon the request of the Municipality and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the abovementioned insurance policies have been paid and that such policies are in full force and effect. Such insurance policies of contractors and/or agents of the Owner retained for construction of the works described herein shall continue until all of the aforementioned works are constructed to the satisfaction of the Municipality.

#### *Retained Engineer Insurance*

21. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least Two Million Dollars (**\$2,000,000.00**) and that it will require its retained engineer to provide a copy of the certificate of insurance and other documentation to the Municipality confirming that the premiums for the abovementioned insurance has been paid and that such policy is in full force and effect with respect to coverage for the engineering work related to this Agreement.

#### *WSIB Clearance*

22. Upon execution of this Agreement, the Owner shall arrange for a Certificate of Clearance from the Workplace Safety and Insurance Board ("**WSIB**") for any contractor and/or agent stating that all assessments or compensations payable have been paid and all the requirements of the WSIB have been complied with. From time to time and when requested, the Owner will be required to provide a certificate of clearance from the WSIB to the Corporation from any contractor and/or agent. Such Certificate of Clearance shall indicate that the contractor and/or agent and any subcontractors have complied with the requirements of the WSIB and are in good standing in the books of the WSIB.

### **Work Standards and Compliance with Laws**

23. The Owner shall ensure that all work completed on property owned by the Municipality or the County is carried out in a manner that is in conformity with the *Occupational Health and Safety Act*, R.S.O. 1990, Ch. O.1, as amended or replaced, and other legislation or requirements. The Municipal Designate shall provide an "Authorization to Proceed with Construction" and give the Owner a copy that must be on site at all times and available upon request. The Owner shall require that any contractor and/or agent must complete the form "Registration of Constructors and Employers Engaged in Construction" and it must be on site and available upon request.
24. The Owner shall ensure that the contractor(s)' and/or agent(s)' employees and subcontractors perform all the work and services described in this Agreement with the degree of care, skill and diligence of a professional contractor, as defined by normal industry practice. The Owner shall further ensure, that at all times the contractor(s) and/or agent(s) as well as their subcontractors and employees are in compliance with all Federal, Provincial and municipal laws, statutes, regulations, by-laws, and codes of conduct. All certificates of training must be available upon request of the Municipality.

### **Legal Costs**

25. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Municipality, Twenty Five Hundred Dollars (\$2,500.00) for reimbursement

*Initials:* \_\_\_\_\_

of a portion of the Municipality's actual legal fees and disbursements incurred by the Municipality in the drafting and reviewing of this Amended Site Plan Control and Development Agreement. Further, the Owner agrees that it does not dispute the reasonableness of the aforementioned payment and is estopped from doing so. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

- 25.1 In the event that the Owner takes action or furthers requests to the Municipality in relation to the Subject Lands which cause the Municipality to incur legal costs in relation to those actions or requests, the Owner agrees to compensate the Municipality for one hundred percent (100%) of the legal costs incurred by the Municipality on demand when such costs are invoiced to the Owner by the Municipality.

#### **Engineering, Planning, Administration, or Surveying Costs**

26. In addition to and without limiting section 25 above, the Owner shall reimburse the Municipality, on demand, for its in-house engineering, planning, and administrative consultation, supervision, work and services provided and any external engineering, planning, or surveying costs incurred by the Municipality in connection with this Agreement, including without limitation, the negotiations leading to and the preparation of this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

#### **Realization of Security Costs**

27. In addition to and without limiting sections 25 and 26 above, the Owner shall reimburse the Municipality, on demand, for its costs incurred realizing upon any security given under this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

#### **Interest and Lien**

28. In the event that there are monies due from the Owner to the Municipality which have not been paid within fifteen (15) days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of fifteen percent (15%) per annum (in accordance with section 446 of the *Municipal Act*) calculated from the date of demand. The amount due together with interest thereon shall constitute a debt to the Municipality and priority lien owing to the Municipality.

#### **Default and Remedies**

29. In the event the Owner fails to provide for or deliver on any covenants or obligations set out in this Agreement, the Owner shall be deemed to be in default of this Agreement. Where the Owner is in default of this Agreement, the provisions of the *Municipal Act* apply.
30. To remedy any default, and without limiting any remedy otherwise available at law, the Municipality at its discretion may: claim on any bond provided as Security; enter upon the Subject Lands without notice to the Owner and cause itself and/or its agents to perform any actions or complete any repairs to remedy the default; draw upon any letter of credit provided as Security to pay for any expenses incurred by the Municipality in addressing the default; add any expense incurred by itself or its authorized agents to address the default to the tax roll of the Subject Lands and collect for such expenses in like manner as municipal taxes; withdraw or revoke any other building permit granted to any other person in respect of the Subject Lands and refuse to issue further building permits in respect of the Subject Lands until the default has been rectified; and/or seek redress by legal action.

#### **Entire Agreement**

31. This Agreement, including its schedules, constitutes the entire agreement between the parties with respect to the development of the Subject Lands, including any and all other Site Plan Control Agreements, which may have been entered into and/or registered against title to the Subject Lands. This Agreement, inclusive of its schedules, supersedes and replaces in their entirety any and all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties concerning the development of the Subject Lands and the parties hereby acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement and its schedules. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed either in tort or contract with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended in accordance with sections 32-33 of this Agreement, the terms of this Agreement shall remain in full force and effect.

**Initials:** \_\_\_\_\_



### **Amendment and Waiver**

32. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **Future Site Plans and Amending this Agreement**

33. The Owner agrees to enter into such further or amended site plan control and development agreements as may be deemed necessary by the Municipality, in its discretion. The Owner warrants that in advance of constructing any future buildings, it shall submit an application for Site Plan Control approval to the Municipality and agrees to amend this Amended Site Plan Control and Development Agreement to reflect any new development or uses on the Subject Lands.

### **Enurement**

34. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Subject Lands and shall be binding upon the Owner and upon the Owner's heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors, assigns, and all occupiers of the Subject Lands. This Agreement shall enure to the benefit of and be binding upon the appropriate authority and its successors and assigns. In the event at any point in time, there is more than one Owner of the Subject Lands, all covenants and responsibilities of the Owner under this Agreement shall be joint and several amongst the Owners.

### **Notice**

35. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.
36. Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

**To Kilworth Business Park Inc. and Joseph Peter Whatmore at:**

1558 Thornley Street  
London, ON N6K 0A9  
Attention: Joseph Peter Whatmore, President  
E-mail: whatmore@rogers.com

**To the Municipality at:**

Municipality of Middlesex Centre  
Municipal Offices  
10227 Ilderton Road  
RR#2 Ilderton, ON N0M 2A0  
Attention: James Hutson, Clerk  
E-mail: hutson@middlesexcentre.on.ca

or to any other address as any party may at any time advise the other of, in writing.

### **Voluntary Agreement**

37. The Parties warrant that this Agreement is voluntary, that none of the parties are under any legal disability and that each party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

**Initials:** \_\_\_\_\_

### **Estoppel**

38. The Owner shall not call into question, directly and indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall establish estoppel against the Owner in such proceeding where the Owner argues otherwise.

### **Force Majeure**

39. Notwithstanding anything contained in this Agreement, it is agreed that neither party shall be liable or deemed to be in default in respect of terms of this Agreement if and so long as such default is occasioned by an unforeseeable event that unexpectedly occurs and is beyond the reasonable control of the Parties, and that could not have been prevented or its impact reduced with risk mitigation strategies.

Such cause or circumstance affecting the performance of this Agreement by any party however will not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause or circumstance in an adequate manner and with all reasonable dispatch, nor shall such cause or circumstance affecting the performance of this Agreement relieve any party from its obligation to make payments of amounts due hereunder. A party when relying on Force Majeure shall give notice by facsimile, tele copier or in writing as soon as possible after the occurrence of the cause relied on and after the termination of the condition.

### **Severability**

40. Each section of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable, unenforceable or deemed *ultra vires* in any jurisdiction by any court of competent jurisdiction, then the provision, in whole or in part, shall conclusively be severable and the extent of illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

The remainder of this Agreement *mutatis mutandis*, shall be and remain in full force and effect.

### **Time**

41. Time shall be of the essence hereof in all respects and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it herein shall not be affected in any way by any previous waiver, forbearance or course of dealing.

### **Electronic Endorsement and Counterparts**

42. This Agreement may be executed and initialled by the parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery of a copy of this Agreement as set out above shall be deemed to effectively bind the parties. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

### **Governing Law**

43. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**Initials:** \_\_\_\_\_

**IN WITNESS WHEREOF** the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

**KILWORTH BUSINESS PARK INC.**

Address for Service:  
1558 Thornley Street  
London, ON N6K 0A9

Per: \_\_\_\_\_  
Name: Joseph Peter Whatmore  
Title: President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*I/We have authority to bind the Corporation.*

**JOSEPH PETER WHATMORE**

Address for Service:  
1558 Thornley Street  
London, ON N6K 0A9

Per: \_\_\_\_\_  
Name: Joseph Peter Whatmore

**THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE**

Address for Service:  
10227 Ilderton Road  
RR#2 Ilderton, ON N0M 2A0

Per: \_\_\_\_\_  
Name: Aina deViet  
Title: Mayor

Per: \_\_\_\_\_  
Name: James Hutson  
Title: Clerk  
*I/We have authority to bind the Corporation.*

***APPENDIX “I”***

**SUBJECT LANDS**

Block 1, Plan 33M-324, Geographic Township of Lobo, Municipality of Middlesex Centre; being all of P.I.N. 08502-0464 (LT); and municipally known as 22499 Jefferies Road, Kilworth, Ontario

***Initials:*** \_\_\_\_\_

**APPENDIX “II”**

The following engineering drawings apply to the development and maintenance of Building B and Building C

<u><b>Drawing name and No.</b></u>	<u><b>Prepared By</b></u>	<u><b>Date</b></u>
Site Servicing and Grading Plan	Development Engineering (London)	April 29, 2016
Existing Conditions and Removals Plan	Development Engineering (London)	April 29, 2016
Notes and Details Plan	Development Engineering (London)	April 29, 2016
Landscaping Plan	Development Engineering (London)	April 29, 2016
Site Servicing and Grading Plan	Development Engineering (London)	Undertaken July 17, 2009 and last revised November 23, 2009
Miscellaneous Notes and Details	Development Engineering (London)	Undertaken July 17, 2009 and last revised November 23, 2009
Interim Site Servicing and Grading Plan	Development Engineering (London)	Undertaken July 17, 2009 and last revised November 23, 2009
Landscape Plan	Development Engineering (London)	Undertaken November 24, 2009
Site Servicing and Grading Plan	Development Engineering (London)	August 20, 2007 revised September 6, 2007
Site Plan	Paul F. Lorete Architect Inc.	September 6, 2007
Miscellaneous Notes and Details	Development Engineering (London)	August 20, 2007

Appendix ‘II’ continues on next page  
Appendix ‘III’ continues after Appendix ‘II’

**Initials:** \_\_\_\_\_

THIS SITE PLAN AGREEMENT made this 25th day of May, 2016,

B E T W E E N:

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

**KILWORTH BUSINESS PARK INC. AND  
JOSEPH PETER WHATMORE**

of the City of London

(hereinafter collectively referred to as the "Owner")

OF THE SECOND PART

WHEREAS:

- (a) The Owner is the owner of the land described in Schedule A (hereinafter referred to as the "Land");
- (b) The Owner wishes to further develop the Land with the construction of a second office building, legally described Block 1, Registered Plan 33M-324 (geographic Township of Lobo), Municipality of Middlesex Centre, and has submitted for approval four separate plans depicting: site servicing and grading plan; existing conditions and removals plan; notes and details; and a landscaping plan (herein collectively referred to as the "Site Plan");
- (c) The Municipality is prepared to approve the Site Plan in the form attached to this Agreement as Schedule B upon the condition that the Owner enters into this Agreement;
- (d) Provided the Owner and the Municipality have entered into this Agreement, the Municipality may at that time issue a building permit subject to approval of building plans and subject to the Site Plan being in full compliance with the Zoning By-law

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and in consideration of the approval by the Municipality of the Site Plan in accordance with the provisions of the *Planning Act*, the parties hereto agree as follows:

**EXISTING SITE PLAN CONTROL AGREEMENT**

1. A Site Plan Agreement (hereinafter referred to as the "Former Agreement") between the Owner and the Municipality was executed on December 2, 2009, and was subsequently registered against the title of the Land on January 26, 2016 under instrument number ER1025346. The Owner and the Municipality agree that following execution of this Agreement, the Owner is released from any and all requirements and responsibilities under the Former Agreement. It is recognized by the parties that the appropriate clauses from the Former Agreement have been carried forward to this Agreement.

## DEVELOPMENT

2. The Owner shall undertake and complete the development of the Land in accordance with the Site Plan; and the Land shall be used by the Owner and by any subsequent Owner or occupier of the Land in accordance with and in conformity with the Site Plan.

## DEVELOPMENT CONTROL

3. As a condition of the approval by the Municipality of the Site Plan, the provision, maintenance and use of the following facilities and matters are required and regulated as follows:

### Parking Areas

- 3.1 The Owner agrees that the parking areas on the Land shall be constructed of asphalt, or any other suitable hard surface to the satisfaction of the Municipality.

The Owner further agrees that the said parking areas required to accommodate Building "C" as shown on the Site Plan, shall be restricted to the Land, consisting of a minimum of twenty-five (25) parking spaces, of which five (5) shall be reserve for handicapped purposes. The parking spaces shall be constructed with a minimum width of 2.7 metres and a minimum depth of 6.0 metres whereas the handicapped parking spaces shall be constructed with a minimum width of 4.0 metres and a minimum depth of 6.0 metres.

The Owner further agrees that the said parking areas required to accommodate Building "B" as shown on the Site Plan, shall be restricted to the Land, consisting of a minimum of thirty-four (34) parking spaces, of which six (6) shall be reserve for handicapped purposes. The parking spaces shall be constructed with a minimum width of 2.7 metres and a minimum depth of 6.0 metres whereas the handicapped parking spaces shall be constructed with a minimum width of 4.0 metres and a minimum depth of 6.0 metres.

### Storm Drainage and Grading

- 3.2 The final grading of the Land shall be established to the satisfaction of the Municipality, and as shown on the Site Plan. The Owner shall ensure that there is no interruption to any drainage flow because of construction on the site, which would have an adverse affect on neighbouring properties. Should such an interpretation occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipal Director of Public Works and Engineering and the County of Middlesex, at no cost to the Municipality, the County of Middlesex, or neighbouring property owners.

### Access

- 3.3 The Owner shall restrict the means of vehicular access to the locations shown on the Site Plan.

Prior to any work being undertaken within any municipal road allowance, the Owner will obtain a work permit from the Municipality. The undertaking of such work shall be to the satisfaction of the Municipal Director of Public Works and Engineering.

#### Fire Route Signage

- 3.4 The Owner agrees to provide fire route signage on the Land as required by the Municipal Fire Chief.

#### Fire Hydrants

- 3.5 The Owner agrees to assume full responsibility for the property maintenance of any fire hydrants on the Land and that annual certificates confirming inspections of the said hydrants shall be forwarded to the Municipal Fire Chief.

#### Location of Buildings

- 3.6 The Owner agrees to construct the buildings in the locations generally shown on the Site Plan and in conformity with the regulations of the Zoning By-law.

#### Landscaping

- 3.7 The Owner agrees to provide landscaping and grass cover on all areas of the Land not covered by the building, parking areas, driveways as shown on the Site Plan. The Owner agrees to provide a 1.0 metre (3.3 ft) wide planting strip between the parking area and any lot line.

#### Exterior Lighting

- 3.8 The Owner agrees that all lighting of the said Land shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and properties.

#### Open Storage

- 3.9 The Owner acknowledges that there will be no open storage on the Land.

#### Garbage and Waste Storage

- 3.10 The Owner agrees that garbage and recycling container areas shall be screened such that the area is not visible from any adjacent road.

#### Maintenance

- 3.11 The Owner shall at all times maintain or cause to be maintained all of the Land in as neat and tidy a condition as is reasonably consistent with the development of the Land pursuant to the Building Permit, and as otherwise required by this Agreement and the Site Plan, including weed removal and grass cutting prior to and during the development, and after completion of the development.

#### Additional Approvals

- 3.12 The Owner shall obtain additional approvals from other government agencies or ministries as may be required prior to the issuance of a Building Permit.

#### Timing for Completion of Site Development

- 3.13 The Owner agrees to comply with all requirements of the Site Plan and this Site Plan Control Agreement, within one (1) year of the date of commencement of construction as determined by the Chief Building Official.



### Signs

- 3.14 The Owner agrees that all signs, including locations and graphics contained in the proposed development shall be approved by the Chief Building Official and the County of Middlesex prior to the installation of such signs, in order to ensure compatibility with surrounding properties and to ensure no sight line obstructions. No portable signs will be permitted.

### Security

- 3.15 So as to ensure due performance of the requirements of this Agreement with respect to the undertaking of the development control requirements, the Owner shall deposit with the Municipality prior to the execution of this Agreement, a performance bond or letter of credit, satisfactory to the Municipality, for the principal sum of \$20,000.00 which security bond or letter of credit shall be refundable upon due performance.

### Future Site Plans

- 3.16 The Owner agrees to enter into such further site plan agreements as may be deemed necessary, prior to the issue of building permits for construction on the Land.

### BUILDING PERMIT REMEDY

4. In addition to any other remedy which the Municipality may have against the Owner for breach of this Agreement in the event of a default by the Owners under this Agreement, the Municipality may withdraw or revoke any other building permit granted to any other person in respect of the Land and may refuse to issue further building permits in respect of the Land until the default has been rectified.

### REGISTRATION OF AGREEMENT

5. The Owner consents to the registration of this Agreement against the title to the Land in the appropriate Land Titles or Registry Office to the intent and purpose that this Agreement and all of the Owner's covenants herein shall run with the Land.

### OWNER'S TITLE

6. The Owner represents and warrants to the Municipality that the Owner is the Owner in fee simple of the Land.

### REIMBURSE MUNICIPALITY FOR COSTS

7. The Owner of the Land agrees to deposit with the Municipality at the time of the execution of this Agreement the sum of \$500.00 to reimburse the Municipality for its actual costs incurred for legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If this sum is insufficient, the Owner shall reimburse the Municipality for such actual costs from time to time as and when requested by the Municipality.

#### RIGHT TO CONTEST MUNICIPALITY'S COSTS

8. The Owner shall have the right to contest that reasonableness of the amount of any of the Municipality's expenses in respect of which the Owner is required to reimburse the Municipality pursuant to this Agreement, provided that such right must be exercised by written notice to the Municipality within 30 days after the Owner has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefore. The amount of such expenses shall be determined by a Court of competent jurisdiction and the Owner shall indemnify the Municipality, on a Solicitor and Client basis, for all costs or expenses incurred by the Municipality in connection with such determination.

#### MUNICIPALITY'S DISCRETION

9. Where in this Agreement the Municipality is given a discretion, or the right to make a decision, in matters relating to the administration of this Agreement the Municipality shall act by its Clerk or such other officer as the Clerk or Council of the Municipality may designate for such purpose. Before exercising its discretion or making its decision, the Municipality may seek the advice of a Solicitor, an Engineer or a planning or other consultant as may be relevant to the matter in respect of which the discretion is to be exercised or the decision to be made.

#### EXPENSE OF OWNER

10. Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context specifically otherwise requires.

#### INTEREST AND LIEN

11. In the event that there are monies due from the Owner to the Municipality which have not been paid within 15 days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of 12% per annum calculated from the date of demand; and the amount due together with interest thereon shall constitute a lien upon the Land.

#### ESTOPPEL

12. 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 Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall be pleaded as an estoppel against the Owner in such proceedings.

#### TIME

13. Time shall be of the essence hereof in all respects; and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

#### NOTICE

14. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below, or such other address as may be furnished by such person, and shall be deemed effective, as the case may be, at the time of delivery thereof or four business days after the date of mailing thereof unless postal employees at the point of mailing or at the point of delivery are on strike at any time during the four business days following the time of mailing in which event it shall be effective when delivered to the addressee.

#### SEVERABILITY

15. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires the Municipality then such provision shall conclusively be deemed to be severable and the remainder of this Agreement mutatis mutandis, shall be and remain in full force and effect.

#### NUMBER AND GENDER

16. In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender; and if there be more than one Owner, including any subsequent Owner of the Land, the covenants of such Owner shall be joint and several.

#### TITLES

17. It is understood and agreed by the parties hereto that the titles inserted at the head of paragraphs and clauses in this Agreement are intended for ease of reference and do not alter or have any bearing upon the interpretation of the paragraph or clause which they entitle.

#### BINDING

18. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Land and shall be binding upon the Owner and upon the Owner's heirs, executors, administrators, successors and assigns, as Owner and occupiers of the Land from time to time and shall be appurtenant to the adjoining highways in the Ownership of the appropriate authority; and this Agreement shall endure to the benefit of and be binding upon the appropriate authority and its successors and assigns.

19. In the case of notice to the Owner under Section 14 the service shall be as follows:

Kilworth Business Park Inc.  
Joseph Peter Whatmore  
1558 Thornley Street  
London, Ontario  
N6K 0A9

and in the case of the Municipality shall be as follows:

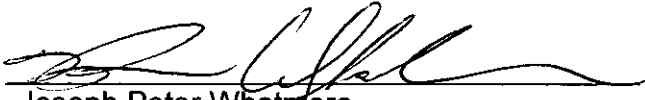
Municipality of Middlesex Centre  
10227 Ilderton Road  
R.R. #2  
Ilderton, Ontario  
N0M 2A0

IN WITNESS WHEREOF the parties have hereto affixed their respective corporate seals attested by the hands of their respective proper officers duly authorized in that behalf and the individual parties have hereunto set their hands with witness present.

SIGNED, SEALED AND DELIVERED

in the presence of:

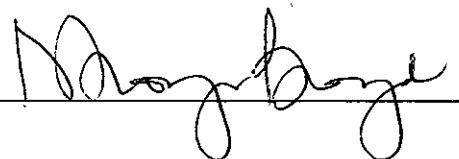
Kilworth Business Park Inc.

  
\_\_\_\_\_  
Joseph Peter Whatmore  
(I have the authority to bind the Corporation)

Approved and Authorized by  
By-law No. 2016-052 enacted  
the 25th day of May, 2016

MUNICIPALITY OF MIDDLESEX CENTRE

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**SCHEDULE A**  
**TO**  
**SITE PLAN AGREEMENT**

**BETWEEN:**

**MUNICIPALITY OF MIDDLESEX CENTRE**

**OF THE FIRST PART**

**- and -**

**KILWORTH BUSINESS PARK INC. AND JOSEPH PETER WHATMORE**

**OF THE SECOND PART**

**The "Land"**

**ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Middlesex Centre, (formerly in the Township of Lobo), in the County of Middlesex and being composed of:**

**Block 1, Registered Plan 33M-324  
(geographic Township of Lobo)  
Municipality of Middlesex Centre  
being P.I.N. 08502-0464**

**SCHEDULE B**

TO

SITE PLAN AGREEMENT

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE

OF THE FIRST PART

- and -

KILWORTH BUSINESS PARK INC. AND JOSEPH PETER WHATMORE

OF THE SECOND PART

The "Site Plan"

The Site Plan consists of the following plans and servicing drawings which are reproduced on the following pages of this Schedule "B":

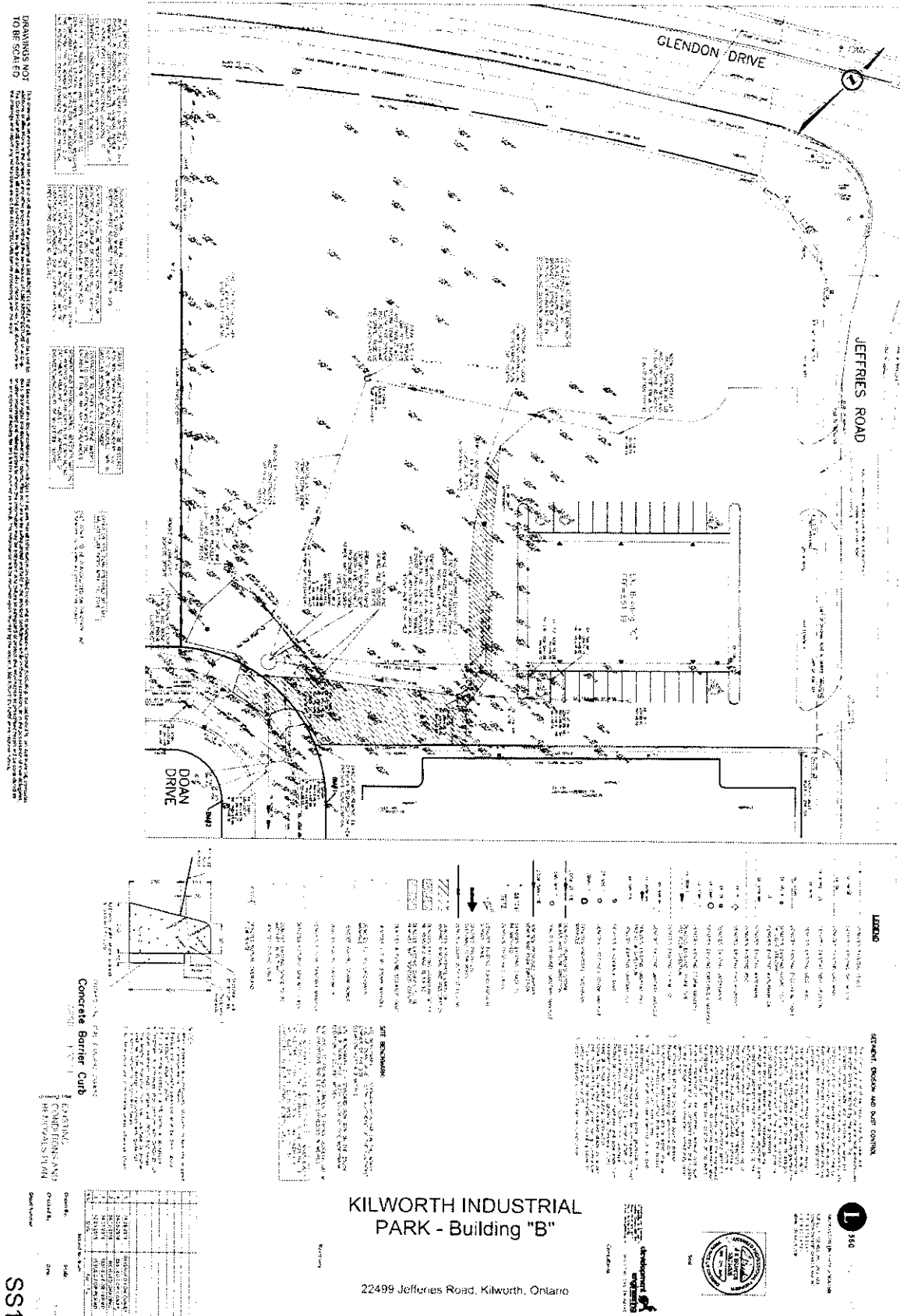
Site Servicing and Grading Plan undertaken by Development Engineering (London) Limited dated April 29, 2016

Existing Conditions and Removals Plan undertaken by Development Engineering (London) Limited dated April 29, 2016

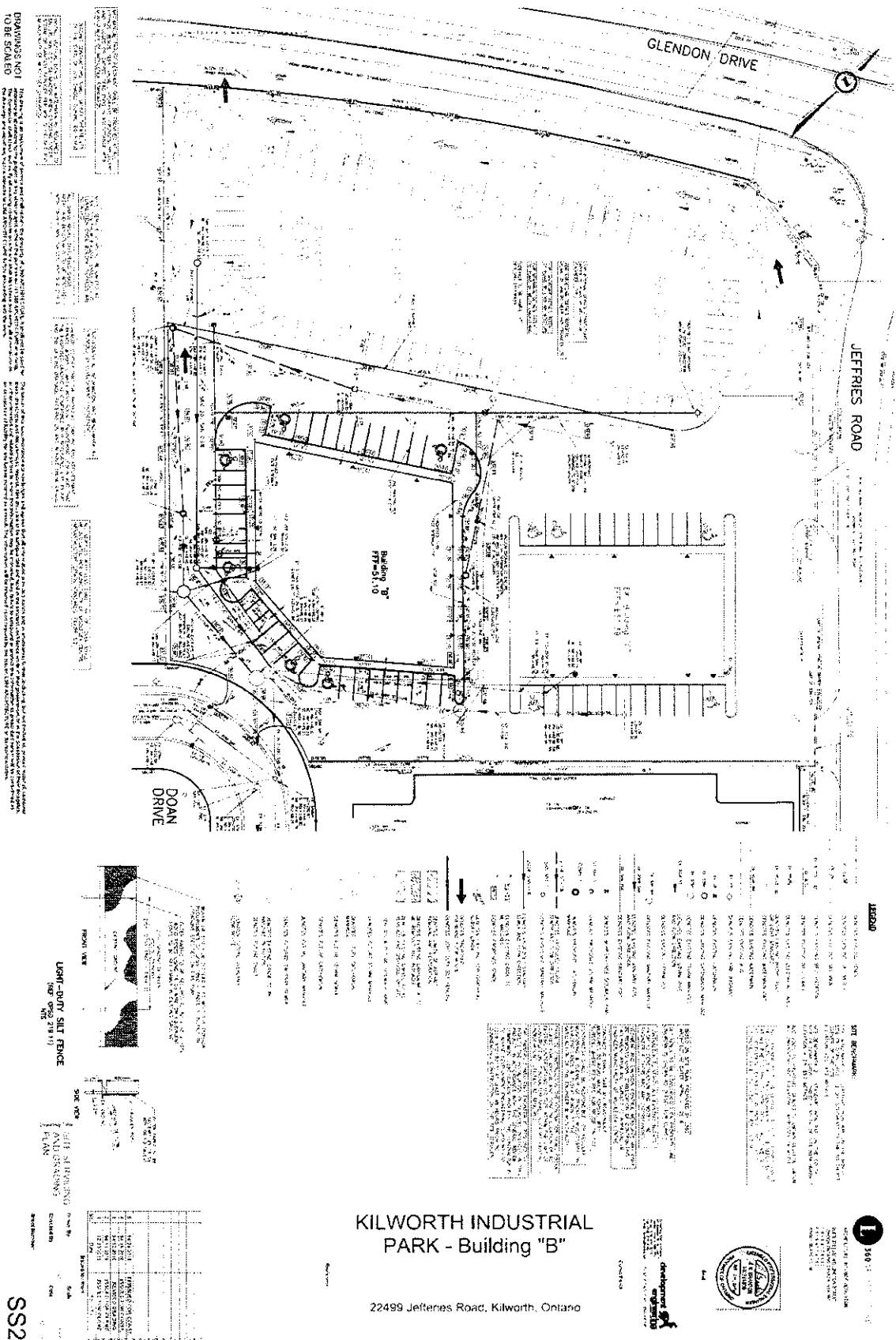
Notes and Details Plan undertaken by Development Engineering (London) Limited dated April 29, 2016

Landscaping Plan undertaken by Development Engineering (London) Limited dated April 29, 2016

## Site Servicing and Grading Plan

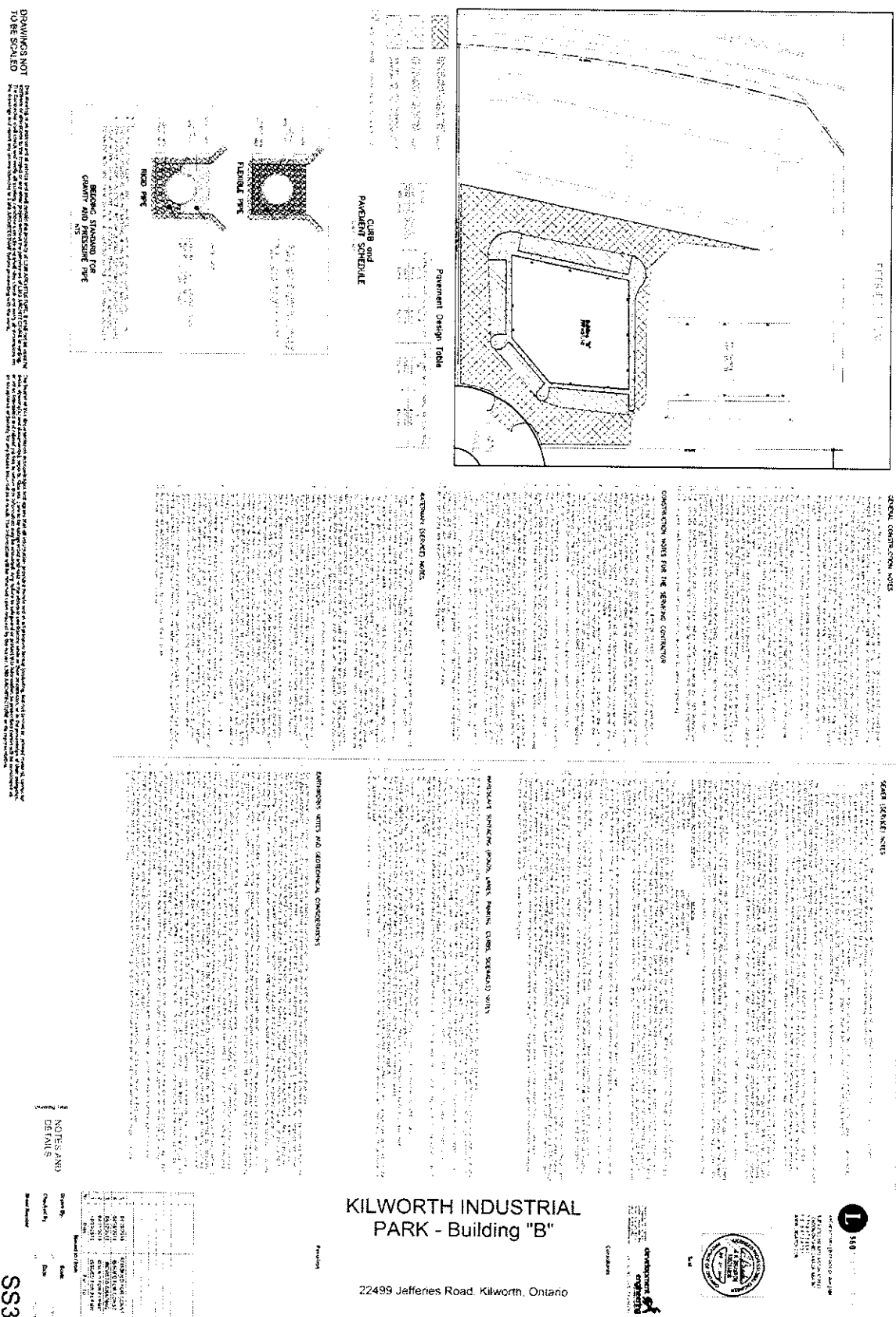


Existing Conditions and Removals Plan





## Notes and Details



project number: DEL15-097



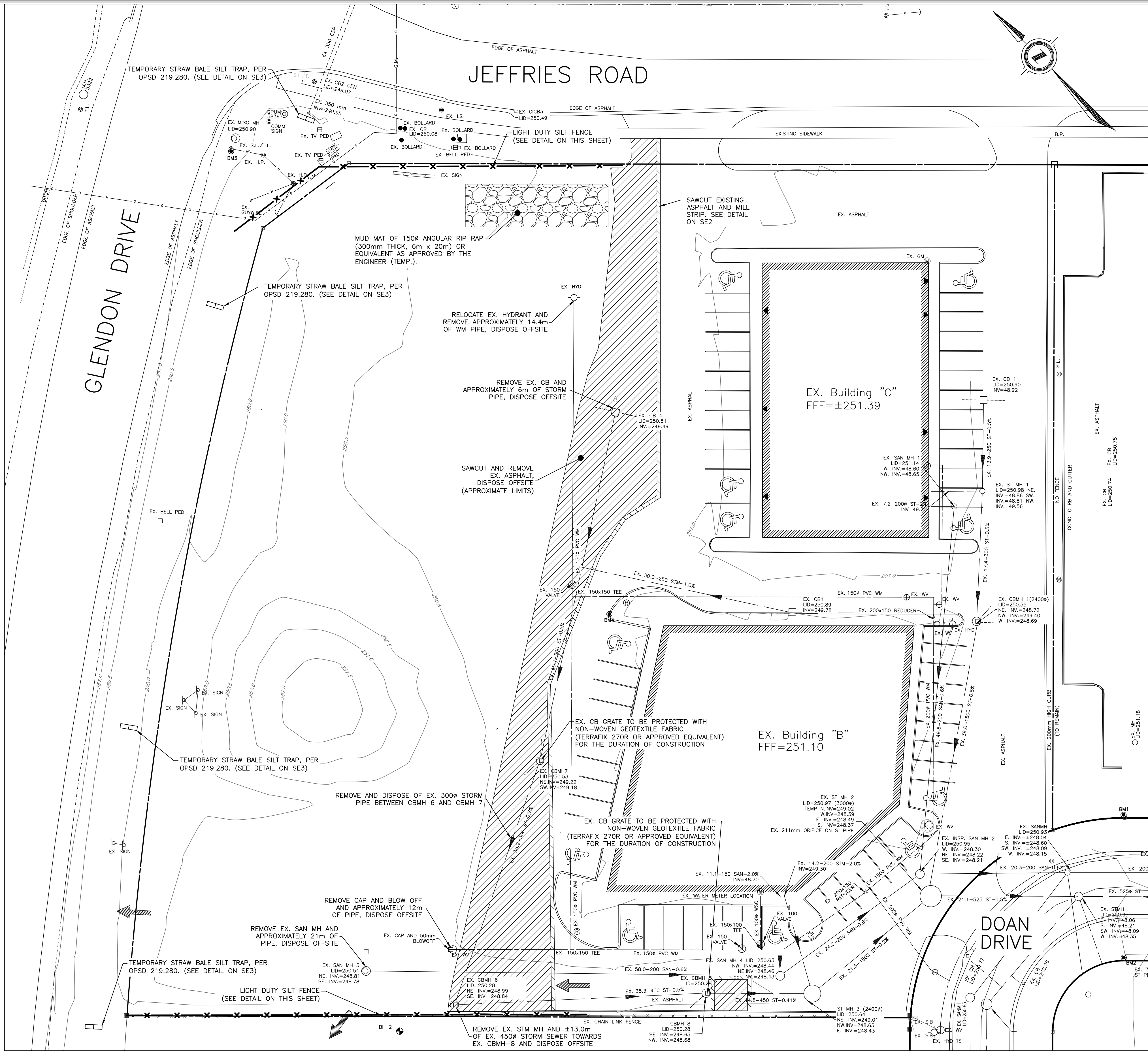
**APPENDIX “III”**

**ENGINEERING DRAWINGS & SITE PLAN**

Project No.	Drawing Name & No.	Prepared By:	Date:
DEL20-051	Kilworth Industrial Park – Building “A & D” SE 1	Development Engineering (London) Limited	03/12/2021
DEL20-051	Kilworth Industrial Park – Building “A & D” SE 2	Development Engineering (London) Limited	03/12/2021
DEL20-051	Kilworth Industrial Park – Building “A & D” SE 3	Development Engineering (London) Limited	03/12/2021
DEL20-051	Kilworth Industrial Park – Building “A & D” SE 4	Development Engineering (London) Limited	03/12/2021
20-257La	Kilworth Industrial Park – Building “A & D” Landscape Plan L-1	Ronkoudys Landscape Architects Inc.	January 4, 2021
20-028	Kilworth Industrial Park Photometric Plan PH 001	T.M.B. Topham, Integrated Engineering	October 21, 2020

**Initials:** \_\_\_\_\_





THE OWNERS CONSULTING ENGINEER IS REQUIRED TO INSPECT THE INSTALLATION OF SERVICES INCLUDED IN THIS PROJECT, IN ACCORDANCE WITH THE GENERAL REVIEW COMMITMENT CERTIFICATION PROCESS. THE CONTRACTOR IS TO ADVISE DEVELOPMENT ENGINEERING (LONDON) LTD. (519-872-8310) AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ON THE SITE SERVICES.

THIS SITE PREPARATION PLAN HAS BEEN PREPARED TO IDENTIFY REMOVALS, EROSION & SEDIMENT CONTROL MEASURES & TEMPORARY CONSTRUCTION WORKS FOR THE BENEFIT OF THE CONTRACTOR IN ADVANCE OF SERVING WORKS. IT IS NOT INTENDED TO IDENTIFY PERMANENT GRADING PATTERNS.

SEDIMENT AND EROSION CONTROL MEASURES MAY ONLY BE REMOVED UPON STABILIZATION OF CONTRIBUTING CATCHMENT AREA AND SUBJECT TO APPROVAL OF ENGINEER/MUNICIPALITY OF MIDDLESEX CENTRE.

CONTRACTOR SHALL BE RESPONSIBLE FOR REGULAR MONITORING & CLEANUP OF TRACKED MUD/DEBRIS ON ADJACENT LANDS & PUBLIC ROADS TO THE SATISFACTION OF THE ENGINEER & MUNICIPALITY.

PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL OBTAIN LOCATES FOR EXPOSE AND CONFIRM LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMIT OF CONSTRUCTION. CONTRACTOR SHALL SUPPORT EXISTING UNDERGROUND UTILITIES AS REQUIRED.

GRASSED AREAS DISTURBED SHALL BE RESTORED WITH MIN 150mm TOPSOIL AND NURSERY SOD. SOD TO BE WATERED UNTIL ESTABLISHED (MIN 60 DAYS) AS APPROVED BY THE ENGINEER.

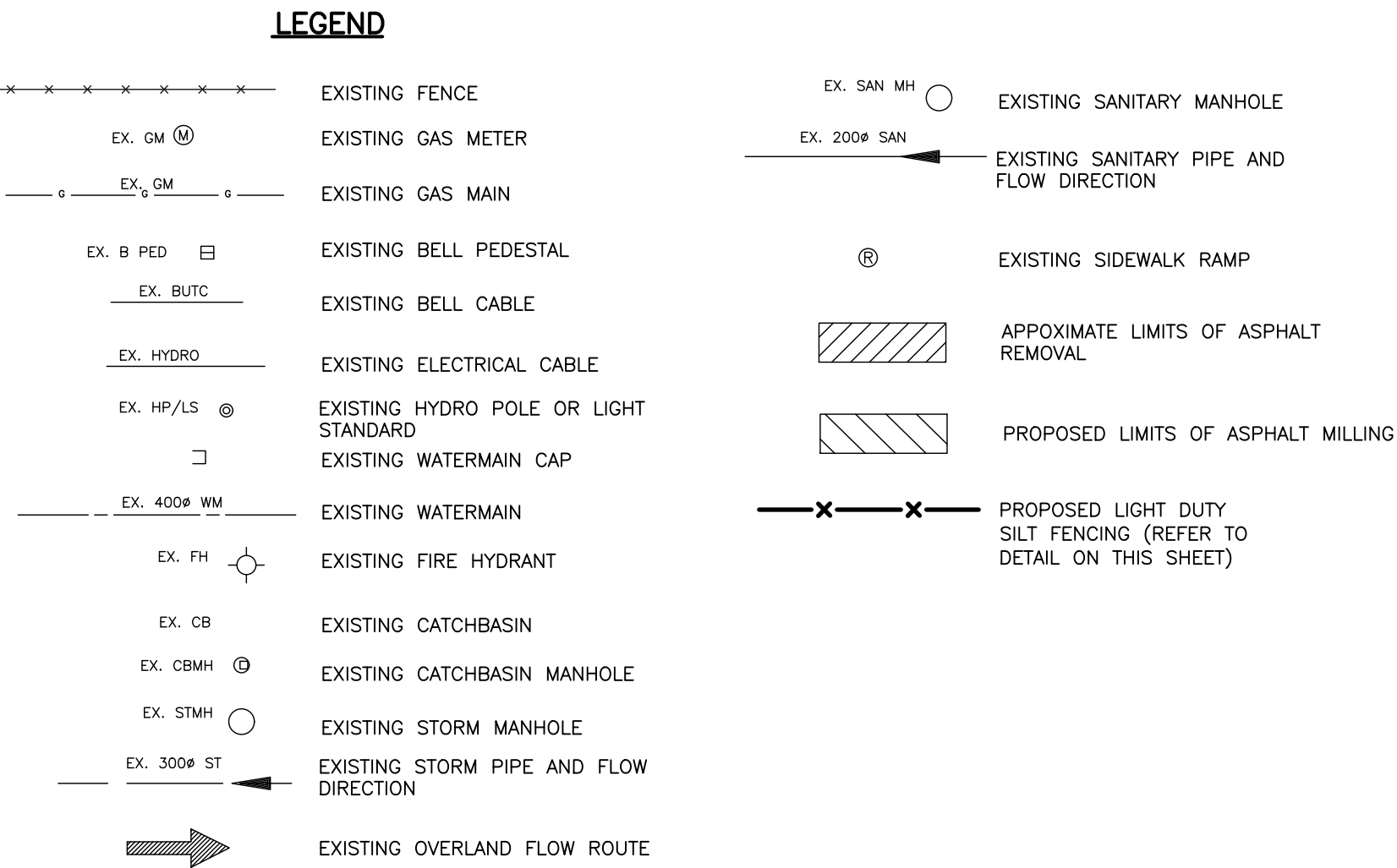
CONTRACTOR TO VERIFY ALL EXISTING INVERTS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES

ALL BENCHMARKS TO BE VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION. TWO BENCHMARKS TO BE REFERRED TO AT ALL TIMES DURING CONSTRUCTION. ALL DIMENSIONS AND ELEVATIONS EXPRESSED IN METERS.

THE OWNER'S CONTRACTOR SHALL CONSTRUCT A TEMPORARY MUD MAT FOR CONSTRUCTION ACCESS. LOCATION TO BE DETERMINED BY OWNER'S CONTRACTOR AS REQUIRED FOR CONSTRUCTION. OWNER'S CONTRACTOR SHALL MAINTAIN MUD MAT THROUGHOUT CONSTRUCTION AND REMOVE CONSTRUCTION ACCESS AND MUDMAT WHEN TEMPORARY CONSTRUCTION ACCESS IS NO LONGER REQUIRED.

SITE BENCHMARK:

- BENCHMARK #1 - SIB SOUTHEAST OF SOUTHEAST CORNER OF SITE. ELEVATION=251.419m
- BENCHMARK #2 - SIB ACROSS DOAN DRIVE SOUTH OF BENCHMARK 1. ELEVATION=250.997m
- BENCHMARK #3 - SOUTH BOLT OF TRAFFIC LIGHT ON SOUTH CORNER OF INTERSECTION OF GELDON DRIVE AND JEFFERIES ROAD. ELEVATION=250.988m
- BENCHMARK #4 - CUT CROSS ON TOP OF CURB NORTHWEST OF NORTH CORNER OF BUILDING 'B'. ELEVATION=250.964m

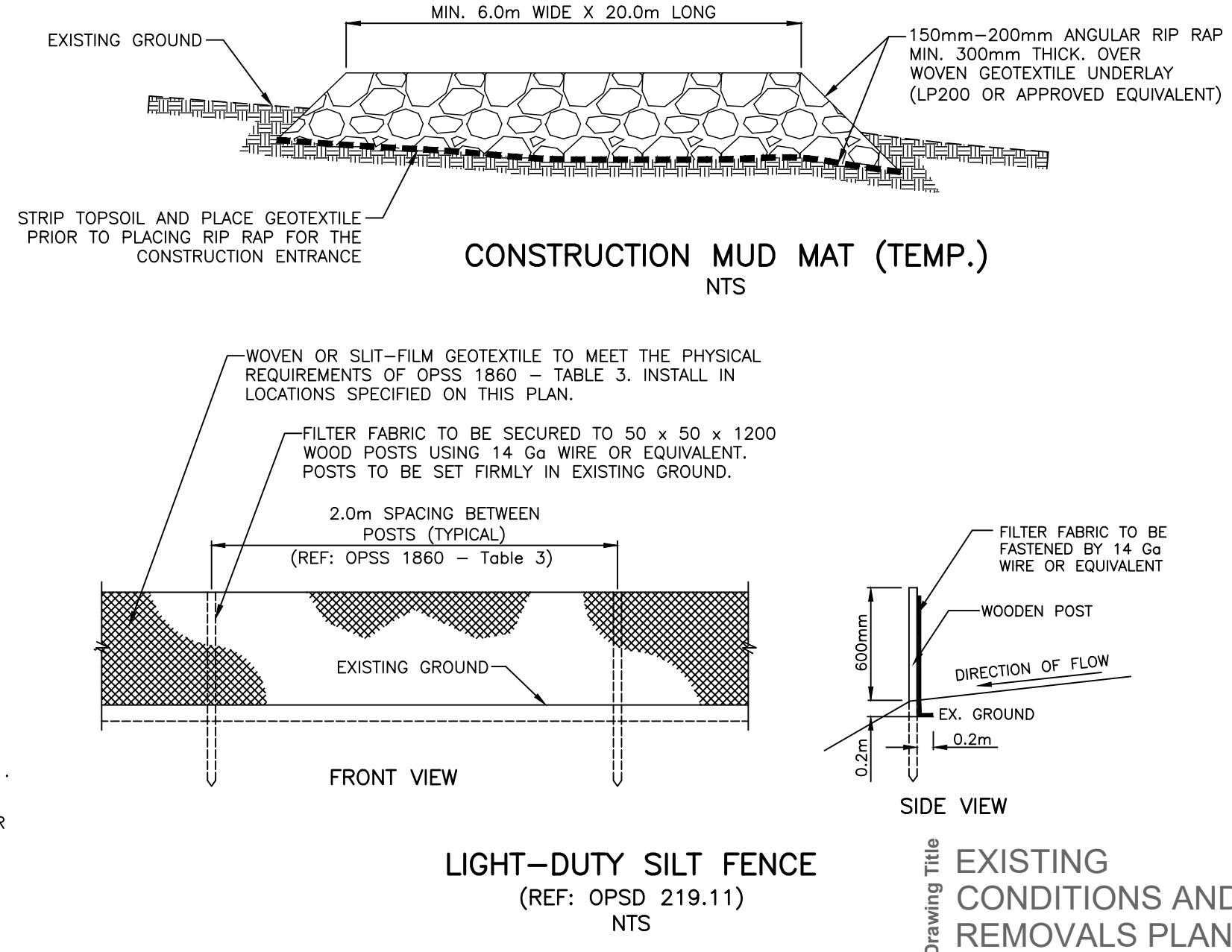


SITE PREPARATION NOTES

- The Owner's Contractor shall take precautions to avoid damage to existing servicing and surfaces not designated for removal. Any damage shall be repaired and restoration completed at the expense of the Owner's Contractor.
- Topographical information, existing utility and service locations shown on the plan are derived (in part) from the field survey information collected by others and record information provided by the Owner, the Municipality, and Utility companies. The Owner's Contractor shall field locate all services prior to construction.
- Prior to initiating site works, the Owner's Contractor shall obtain locates for all existing underground utilities within the area of construction. The Owner's Contractor shall be responsible for the cost of repair or replacement of any utilities damaged or disturbed during construction, and shall immediately contact the appropriate utility owner upon such occurrence.
- Where utility crossings are required, the Owner's Contractor shall undertake appropriate measures for the temporary support of such utilities in accordance with the requirements of the utility owner until such time as backfilling and compaction are complete.
- Prior to construction, the Owner's Contractor shall check and verify all site benchmarks, elevations, service inverts, grades, and dimensions and immediately report any discrepancies to the Engineer.
- Prior to construction, an approved set of plans and specifications shall be available on the job site and shall remain on-site for the duration of construction. The Owner's Contractor shall verify with the Contract Administrator that the most current drawings are in circulation.
- The Owner's Contractor shall be responsible for protection of all survey markers and monuments during construction. Any legal survey monuments which are disturbed during construction shall be replaced at the expense of the Owner's Contractor.
- All works shall be undertaken in accordance with current Occupational Health and Safety Act requirements.
- Prior to undertaking on-site earth works, the Owner's Contractor shall install all sediment controls relevant to the area of site disturbance.
- The Owner's Contractor shall be responsible for regular monitoring and cleanup of tracked mud/debris on adjacent lands and public roads to the satisfaction of the Engineer and Municipality.
- All excavations shall be backfilled to the surrounding subgrade elevation with suitable select mineral soil or compacted granulars, of suitable moisture content, as approved by the Geotechnical Engineer. Such backfill material shall be placed in lifts not exceeding 300mm thickness and compacted to 98% SPWDD as engineered fill to the satisfaction of the Geotechnical Engineer.
- With reference to proposed elevations as shown, overburden topsoil, unsuitable fill and/or excessively wet subsoil shall be stripped within the limit of construction (building, and servicing envelopes) and stockpiled for reuse (where approved) or exported from the site. Sediment control measures shall be implemented immediately as described in the drawing set.
- Existing surfaces within the Road Allowance that are disturbed during construction shall be restored to a condition at least as good as conditions prior to construction, to the satisfaction of the City of London/Municipality/Town, all at no cost to the Owner.
- The Owner's Contractor shall take all reasonable measures to avoid mixing topsoil with subsoil where required for reuse on-site.
- All substitutions are subject to review by the Engineer.

SEDIMENT AND EROSION CONTROL NOTES

- Protect all exposed surfaces and control all runoff during construction.
- All erosion control measures to be in place before starting construction and remain in place until restoration is complete.
- Maintain erosion control measures during construction.
- All collected sediment to be disposed of at an approved location.
- Minimize area disturbed during construction. All dewatering to be disposed of in an approved sedimentation basin.
- Protect all catchbasins, manholes and pipe ends from sediment intrusion with geotextile (TerraFrix 270R or approved equivalent).
- Keep all sumps clean during construction.
- Prevent wind-blown dust.
- Straw bales to be used in localized areas as shown and as directed by the Engineer during construction.
- Straw bales to be terminated by rounding bales to contain and filter runoff.
- Obtain approval from ULTRA before construction for works which are in, or adjacent to floodlines, fill lines and hazardous slopes.
- All silt fencing and details are at the minimum to be constructed in accordance with the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction Sites.
- All of the above notes and any sediment and erosion control measures are at a minimum to be in accordance the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction Sites.



DRAWINGS NOT TO BE SCALED

This drawing is an instrument of service and shall remain the property of L360 ARCHITECTURE. It shall not be used for any other project without the permission of L360 ARCHITECTURE in writing. The Contractor shall check and verify all existing conditions on site and shall also check and verify all dimensions on the drawings and report any inconsistencies to L360 ARCHITECTURE before proceeding with the work.

The bearer of this documentation acknowledges and agrees that all information provided herein and in whatsoever format (including, but not limited to, printed material, computer disks, drawings(s) and documents), reports, files etc.) are to be safeguarded and held in the strictest confidence while in their possession, or in the possession of their delegates, or other interested and related parties to whom this information may be entrusted. Any failure to safeguard or protect this information as prescribed herein will be considered as an acceptance of liability for any losses incurred as a result. The information will be returned upon request by the issuer, L360 ARCHITECTURE or its representative.

L

360ARCHITECTURE

ARCHITECTURE | INTERIOR DESIGN | BIM

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J.R. SMITH  
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MAR 10/21  
PROVINCE OF ONTARIO

Seal

development  
engineering

CONSULTING CIVIL ENGINEERS

Consultants

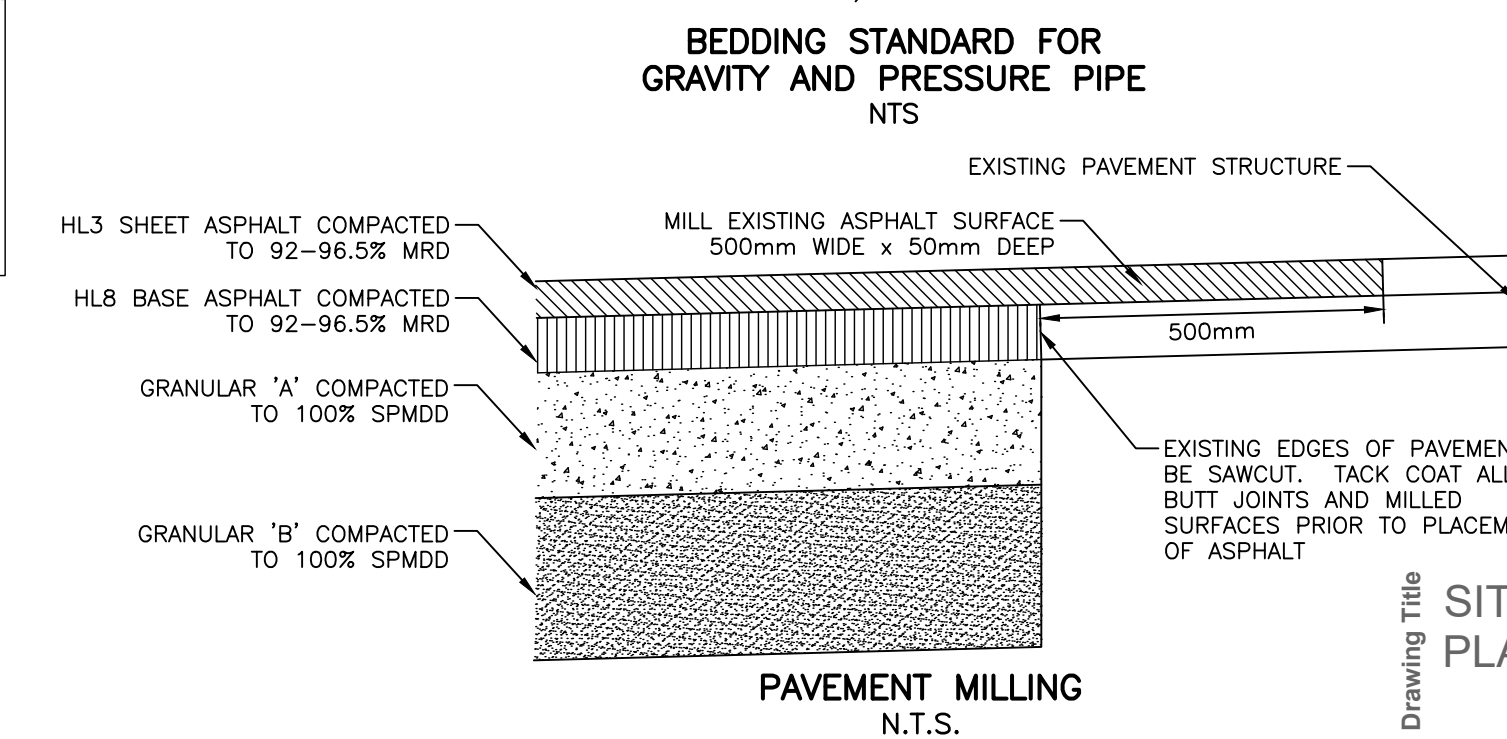
KILWORTH INDUSTRIAL  
PARK - Building "A & D"

22499 Jefferies Road, Kilworth, Ontario

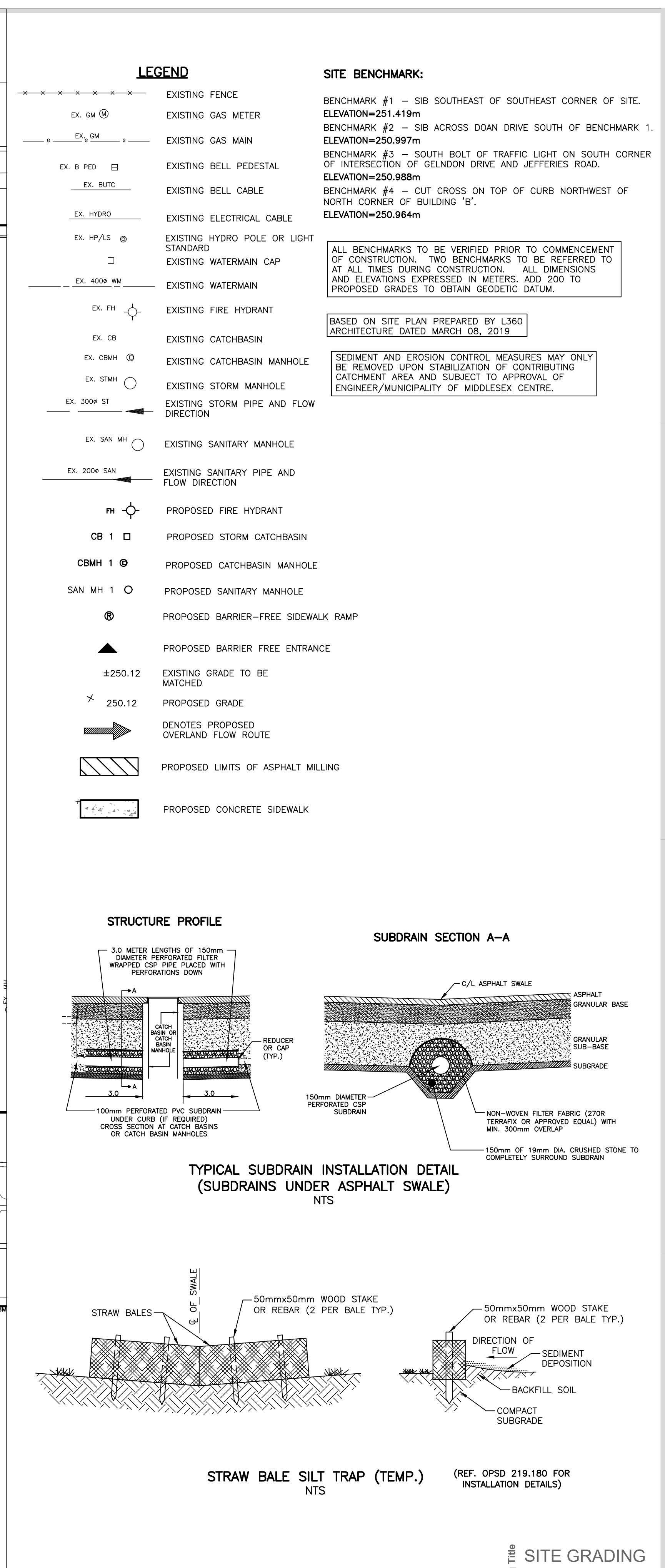
Revisions			
No.	Date	For: / To:	
2	03/12/2021	UPDATED SP	
1	10/16/2020	ISSUED FOR SPA	
Issued to / from:			
Drawn By:		Scale:	1:300
Checked By:		Date:	
Sheet Number:		03/12/2021	

SE1









SE3



GENERAL CONSTRUCTION NOTES

- All existing underground utilities, either shown or not shown, are to be located and marked prior to commencing construction within the site and on existing abutting road allowance. Any utilities damaged or disturbed during construction shall be repaired or replaced to the satisfaction of the governing body at the sole expense of the Owner's Contractor.
- The Owner's Contractor is to meet all the requirements of the owners of the utilities on this plan, and must make satisfactory arrangements with the utility companies for crossing their installations and for providing adequate protection during construction. All existing underground plant (i.e. telephone duct, gas mains, sewer, watermain) that will be crossed under during the installation of services for this development shall be supported by a support beam or by other methods as may be required by the Owners of the plant being crossed under. All temporary support measures required during the construction phase shall be the responsibility of the Owner's Contractor and independent engineering review/certifications shall be undertaken where necessary at no extra cost to the contract.
- All existing boulevards and road surfaces disturbed during construction shall be restored to a condition at least as good as original (pre-construction condition), all to the satisfaction of the Municipality Engineer.
- Prior to commencing ANY construction, the Owner's Contractor must verify all outlet information, benchmarks, elevations and dimensions and report any discrepancies immediately to the Engineer.
- Prior to commencing any work on the installation of services, an approved set of plans must be available on the job site and shall remain there until work is completed.
- The Owner's Contractor is responsible for the control of surface and subsurface water.
- The Developer's Consulting Engineer shall provide full-time inspection and a Certificate of Compliance upon completion for all works to be constructed on existing municipal right-of-way.
- The Developer shall have its Professional Engineer provide adequate inspection during construction on the site and a Certificate of Completion of works upon completion of all works which are to be assumed by the owner.
- The Owner's Contractor shall take all necessary precautions to prevent the spilling or dumping of hazardous materials while fueling and maintaining vehicles and equipment.
- If in the opinion of the Engineer a zone is contaminated through neglect and/or deliberate mishandling of toxic materials by the Owner's Contractor, the Owner's Contractor shall at no expense to the Owner excavate and dispose of all contaminated materials to an approved disposal site and provide soil remediation.
- The Owner's Contractor is responsible for notifying the Middlesex Centre for all building inspection requirements and keep them informed as to their schedule.
- Existing servicing and topographic information was obtained by and by Development Engineering (London) Limited, dated Sept. 10, 2020.
- Existing legal (boundary) information was obtained by and by Development Engineering (London) Limited, dated Sept. 10, 2020.
- For geotechnical information and recommendations respecting construction, refer to geotechnical report prepared by Trow Associates, dated August 3, 2007, Report No. LNGE00009212A.
- For complete building information and architectural details, refer to drawings by L360 Architecture.

CONSTRUCTION NOTES FOR THE SERVICING CONTRACTOR

- The Contractor shall take precautions to avoid damage to existing servicing and surfaces not designated for removal. Any damage shall be repaired and restoration completed at the expense of the Owner's Contractor.
- All works shall be undertaken in accordance with current Occupational Health and Safety Act requirements.
- The Owner's Contractor shall maintain an operations log of erosion & sediment control structure inspections throughout the project, with particular emphasis on control measures after rainfall events of 12mm or greater. Periodic removal of accumulated sediment shall be undertaken as necessary or at the expressed direction of the Engineer. All collected sediment shall be disposed of at an approved location at no extra cost to the contract.
- Unless otherwise noted on the plans, geotextile for erosion control measures shall be non-woven to meet class 1-OPSS 1860.07.02 (i.e. Terrafix 270R, or approved equivalent) with 300mm min. overlaps.
- Topsoil windrows shall be constructed separately from subsoil stockpiles, and shall be located no closer than two (2) metres from any adjacent property boundary. Windrow Slopes shall generally be flatter than 3:1 (horizontal to vertical) and should generally not exceed 6 metres in height.
- Sediment controls shall be implemented by the Owner's Contractor in localized areas, as warranted, during construction phases, upon the direction of the engineer. Control approaches should be adaptable to reflect variable site conditions and circumstances.
- All substitutions are subject to approval by the Engineer.

WATERMAIN (SERVICE) NOTES

- All watermain, services and appurtenances shall be installed in accordance with the standards and specifications of the Municipality of Middlesex Centre. The Engineer will conduct periodic inspections to ensure that the proper standards are being met.
- The Contractor shall provide 48 hours advanced notice to the Municipality Water Operations Division prior to undertaking any work on the water system.
- Unless labeled specifically on the plans, all watermain pipe shall be as per the approved products in the Municipality of Middlesex Centre Contract Documents. The watermain/service shall be installed to a depth of cover of 1.7-1.9m unless shown otherwise on the plan. Watermain and services shall be bedded in granular material. All watermain shall be mechanically restrained to Municipality Standards, 12 gauge tracer wire shall be used as per SCD section 441.05.24, secured at 3.0 metre spacing and looped at each valve box. Corrosion protection shall be constructed per Municipality Standard Figure 5.12 & 5.13.
- Mechanical thrust restraints shall be provided at all fittings, bends, tees, valves, hydrants, crosses, reducers or capped dead ends in accordance with the Municipal Standards. Watermain restraint products for C900 shall be as per the approved list of manufacturers provided by the City of London.
- Where cover is less than 1.5m (even temporary conditions), the watermain/service shall be adequately insulated over the affected length.
- Service bedding: Localized base improvement may be required for services bedded in loose, wet or dilatant silty/sandy subsoils, subject to the recommendations of the Geotechnical Engineer. Such improvement could include overexcavation and recompaction or crushed stone bedding enclosed within a geotextile envelope as directed by the Geotechnical Engineer, to supersede the Typical Bedding Detail.
- Backfill for service trenches: Services shall be backfilled with select native material or reclaimed granulars that are, in the opinion of the Geotechnical Engineer, suitable as backfill material and compacted to 95% SPMD. Select natural on-site excavated subsoil can be used as trench backfill, provided the material is within 3 percent of the optimum moisture content. Otherwise, backfill material shall be imported Granular "C" compacted to 95% SPMD. Backfill must be clean and compactable and free from organic and other undesirable contaminants. Service trench backfill material shall be placed in uniform layers not exceeding 300 mm in thickness, loose measurement, for the full width of the trench, and each layer shall be compacted according to OPSS 501 before a subsequent layer is placed. Backfill material shall be placed to a minimum depth of 900 mm above the crown of the pipe before power operated tractors or rolling equipment shall be used for compacting.
- Upon completion of installation, the Contractor shall be responsible for flushing, hydrostatic testing, disinfection and bacteriological testing of the water service in accordance with Municipality of Middlesex Centre specifications.

Watermains (unless specified otherwise)

- PVC pipe 100-300mm shall be AWWA C900 CL235 DR18 (CSA B137.3) per SCD section 441.05.04.01.
- All PVC pipe and PVC/PVC fittings are to be blue in colour.
- For PVC watermain/service, fittings for 100mm to 200mm dia. are to be PVC0/PVC; fittings for 250mm pipe and greater are to use mechanical joint DI fittings.

Services

- Services to be 25mm to 50mm dia. Muncipex (by Rehau), Blue 904 (by IPEX).
- Flex water service tubing shall be installed with stainless steel inserts at all brass compression fittings.
- Main cock and curb stop to open counterclockwise.
- Approved curb and main stops: Cambridge Brass, Ford, Mueller

Hydrants

- Hydrants to be AWWA C-502 for dry barrel with push on joints to ANSI/AWWA C111/A21.11 with break flange;
- Hydrants are to open counterclockwise;
- Each hydrant to be controlled by a gate valve located in front of the hydrant;
- Hydrants to have chrome yellow high gloss exterior paint over quick dry red oxide primer;
- To be installed minimum 1.5m from any driveway; minimum cover of 1.7m and maximum 1.9m; flange to be graded 100mm to 300mm from finished grade;
- approved hydrants: Canada Valve Century, Mcavay Hydrant M-67

Valves

- To be gate valves to AWWA C-509, standard iron body, bronze mounted, non-rising stem, double-disc for buried service;
- Valves are to open counterclockwise;
- An extension rod and screw type valve box are to be supplied for every valve; extension rods are to extend to 150mm to 300mm below finished grade;
- Valves typically are to be located in line with the extension of the property limit line.
- Valves 100mm to 200mm dia. to have bell ends; valves 250mm to 450mm to have mechanical joint ends;
- Valve flanges, bonnets, nuts, bolts and washers to be protected from corrosion using denso paste, mastic and petrolatum tape.

HARDSCAPE SURFACING (ROADS, LANES, PARKING, CURBS, SIDEWALKS) NOTES

- All dimensions for roadworks are to edge of pavement unless otherwise shown. Curb radii are shown to edge of pavement.
- Material Conformance: Prior to import of materials to the work site, the Owner's Contractor shall make arrangements for the geotechnical analysis of Granular A and B materials to prove conformance with OPSS 1010. Asphalt mix designs shall be submitted to indicate conformance with OPSS 1150 and placement should be undertaken in accordance with OPSS 310. Concrete shall be placed in accordance with OPSS 353 and OPSS 1350.
- All organic, unstable or unsuitable materials beneath the road allowances or paved areas must be removed and these areas backfilled with an approved fill material or OPSS Granular 'B' compacted to 98% SPMD, all to the satisfaction of a Geotechnical Engineer.
- All existing boulevards and road surfaces disturbed during construction shall be restored to a condition at least as good as original, all to the satisfaction of the Municipality Engineer.
- All concrete to be OPS mix 30 MPa at 28 days unless otherwise noted.
- All on-site curb & gutter shall be constructed as per OPSS 600.110 unless otherwise specified.
- Sidewalks shall be for wet set up installation, subgrade compacted to 98% SPMD and minimum 150mm Granular 'A' compacted to 98% SPMD. All sidewalk approaches to roadways shall have ramps constructed per Municipality standards.
- Any proposed substitutions subject to approval by the Engineer.

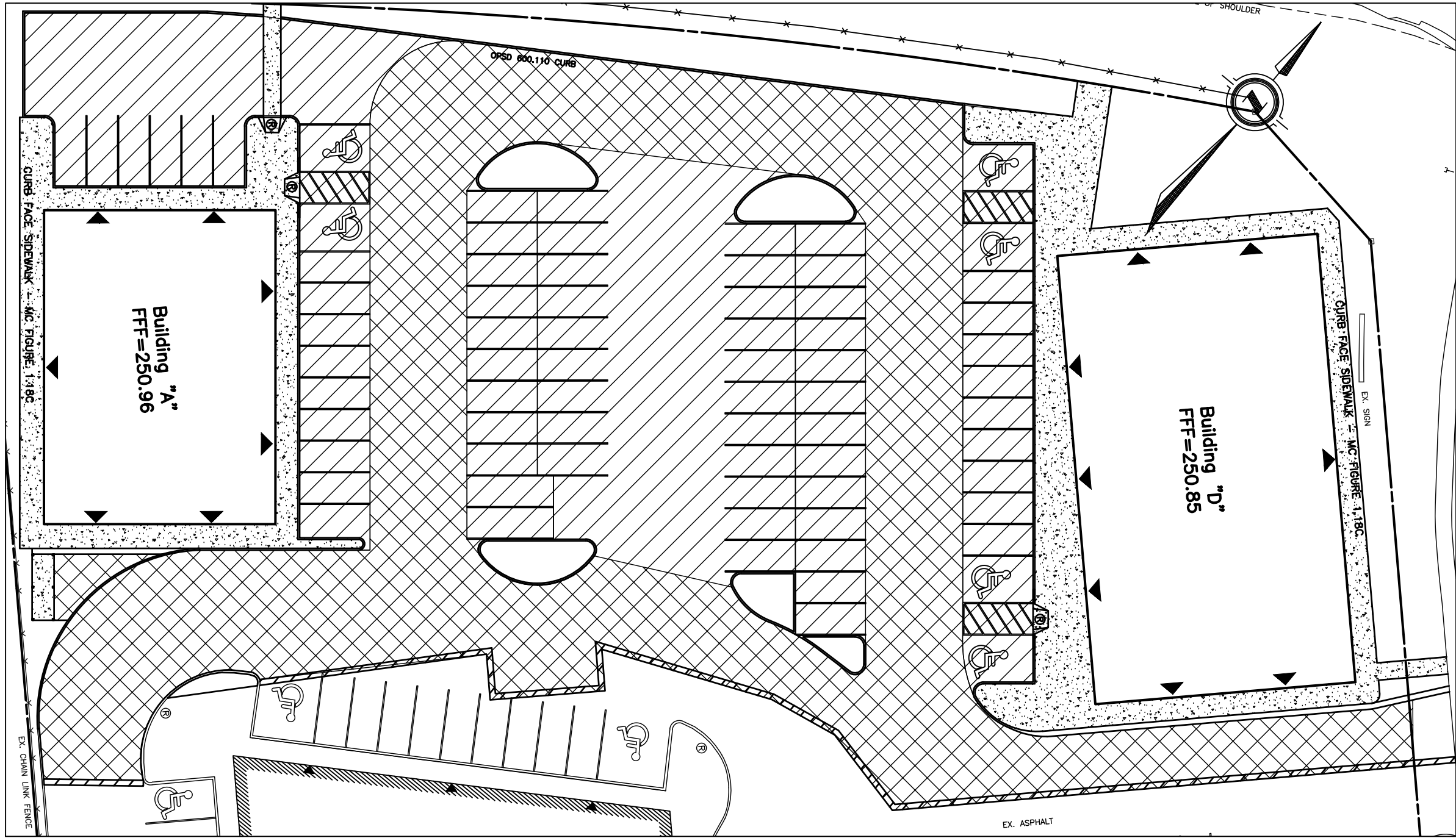
SEWER (SERVICE) NOTES

- All sewers and watermain are to be installed in accordance with the minimum requirements of the latest revision of the Ontario Provincial Standard Specifications, the Ontario Building Code and the Municipality of Middlesex Centre Engineering Department.
- Unless labelled specifically on the plans, all sewer pipe shall be as follows:
  - All pipe less than 200mm dia. shall be PVC SDR 28 (CSA B182.2).
  - Storm sewers 200mm to 450mm dia. with a depth of cover between 1.2m and 4.5m shall be PVC SDR 35 (CSA B182.2) or PVC ribbed (CSA B182.4).
  - Storm sewers 200mm to 450mm dia. with a depth of cover less than 1.2m or greater than 4.5m shall be PVC SDR 35 (CSA B182.2).
  - Sanitary sewers 200mm to 525mm dia. shall be PVC SDR 35 (CSA B182.2).
  - Products shall be as per the approved list of manufacturers provided by the Municipality of Middlesex Centre.
  - HDPE is not permissible for use unless specified otherwise.
  - 525 mm and larger concrete storm sewer pipe shall be reinforced to CSA A257.2.The Owner's Contractor shall be responsible for protecting the pipe during construction in the event that protective cover depths are not met due to interim conditions.
- Service bedding: Pipe bedding spec. per bedding detail. (Municipality of Middlesex Centre Design Standards Manual - Figure 2.9).
- Localized base improvement may be required for services bedded in loose, wet or dilatant silty/sandy subsoils, subject to the recommendations of the Geotechnical Engineer. Such improvement could include overexcavation and recompaction or crushed stone bedding wrapped in a geotextile (Terrafix 270R or approved equivalent with min. 0.45m overlap) as directed by the Geotechnical Engineer. Any trench water shall be removed when pipe laying is in progress. When B2 bedding is used for concrete pipe bedding, cover and bedding must be wrapped in a geotextile (Terrafix 270R or approved equivalent with min. 0.45m overlap).
- Backfill for service trenches: Services shall be backfilled with select native material or reclaimed granulars that are, in the opinion of the Geotechnical Engineer, suitable as backfill material and compacted to 95% SPMD. Select natural on-site excavated subsoil can be used as trench backfill, provided the material is within 3 percent of the optimum moisture content. Otherwise, backfill material shall be imported Granular "C" compacted to 95% SPMD. Backfill must be clean and compactable and free from organic and other undesirable contaminants. Service trench backfill material shall be placed in uniform layers not exceeding 300 mm in thickness, loose measurement, for the full width of the trench, and each layer shall be compacted according to OPSS 501 before a subsequent layer is placed. Backfill material shall be placed to a minimum depth of 900 mm above the crown of the pipe before power operated tractors or rolling equipment shall be used for compacting.
- All precast concrete structures shall be bedded and backfilled with OPSS granular 'A' material compacted to 98% SPMD, unless geotechnical conditions warrant otherwise.
- All precast storm and sanitary sewer manholes shall be constructed in accordance with the current Ontario Provincial Standards. Catchbasin manholes (CBMH) shall typically be 1200mm inside diameter precast concrete with 600mm square standard catchbasin frames and grates and 600mm sumps below the lowest invert unless otherwise noted on the plans. Catchbasins shall be 600mm square precast concrete with 600mm standard catchbasin frames and grates (OPSD) and 600mm sumps below the lowest invert.
- Where adjacent manholes are located in close proximity to one another, the area between the adjacent manholes shall be backfilled in accordance with the specifications in the following table:

Distance between Adjacent Manholes	Material
0.60m or less	concrete or crushed stone
0.60m to 2.4m	granular material
more than 2.4m	approved native material
- The above noted backfill shall be compacted to the standard Proctor density specified in the soils report, or as approved by the City Engineer.
- All storm and sanitary sewers and catchbasin connections shall have approved rubber gasket joints. Where catchbasin or PDC leads are connected to mainline sewers, such connections shall be made using gasketed tee fittings approved for use by the Engineer.
- 3.0 metre lengths of 150mm diameter perforated filter wrapped CSP pipe are to be installed as subdrains connected to two sides of each catchbasin and catchbasin manhole in pavement. The subdrains are to be located just below subgrade elevation and placed with perforations down (see detail on sheet SE2). Perforated HDPE tubing (pressure class 210 kPa) with filter sock may be used for subdrains beneath landscaped areas. All exposed subdrain outlets (i.e. not protected by precast structure) shall be protected with rodent grates, appropriately sized and grouted CSP outlet sleeves (OPSD 206.050) and rip rap protection (OPSD 810.010).
- No connection of weeping tiles will be allowed to the sanitary sewer system. No gravity connection of weeping tiles to the storm sewer will be allowed unless the system has the capacity.
- The Owner's Contractor is responsible for:
  - (a) connecting any existing sewer or drain encountered during construction to a new sewer or into another existing sewer;
  - (b) ensuring that there is no interruption of any surface or subsurface drainage flow that would adversely affect neighbouring properties or the safety of the construction site.
- The rate of infiltration into storm and sanitary sewers shall not be greater than 34 litres per millimetre of internal diameter per kilometre of line length per day.
- The Owner's Contractor shall construct temporary measures to control silt entering the storm drainage system. These measures are to remain in place until construction has been completed all to the specifications of the City Engineer. Geotextile and straw bale filters shall be installed around all existing and new CB's and CBMH's immediately upon installation in accordance with the detail. Straw bales are to remain in place until paving and/or sodding is complete.
- The structural design of sewers is based upon the transition width unless otherwise noted.
- All work shall be done in accordance with the minimum standards and specifications of the Municipality of Middlesex Centre Environmental Services Department including proper finishing off and purging of pipes in manholes and catchbasins and proper benching and manhole steps. Upon completion of sewer works, the Owner's Contractor is responsible for flushing and cleaning the sewers, manholes, catchbasin manholes and catchbasins and for successfully pulling a "PIG" through the flexible sewer pipes. The Owner's Contractor shall undertake suitable mandrel tests for installed flexible sewer pipes in accordance with OPSS 410, the full time supervision of the Geotechnical Engineer.
- All sewers and watermain are to be installed in accordance with the minimum requirements of the latest revision of the Ontario Provincial Standard Specifications and the Municipality of Middlesex Centre Engineering Department. The Engineer will conduct periodic inspections to ensure that the proper standards are being met.
- Any proposed substitutions are subject to approval by the Engineer.

EARTHWORKS NOTES AND GEOTECHNICAL CONSIDERATIONS

- For geotechnical information and recommendations respecting construction, refer to geotechnical report prepared by Trow Associates - Report No. LNGE00009212A - Dated August 3, 2007.
- Subgrade preparation: Prior to placing the granular subbase or trench bedding material, existing topsoil and unsuitable fill material shall be removed from the building envelope, servicing corridors and pavement areas. It is recommended that the subgrade be proof-rolled with a heavy roller to compress the loose surface material. The need for localized subgrade improvement will be assessed by the on-site Geotechnical Engineer based upon encountered conditions. The native sand and silty subsoils may be considered suitable for reuse as backfill material subject to appropriate moisture conditioning. Any soil proposed for reuse should be within 3% of the optimum moisture and subject to approval by the Geotechnical Engineer. The backfill material should not be placed in lifts exceeding 300mm. Subgrade fill material (if required) between competent native subgrade and granular base shall be imported granular or select/approved inorganic native material (except wet sandy silt) compacted to 98% SPMD with acceptable moisture content control to the satisfaction of the Geotechnical Engineer.
- The Owner's Contractor shall be responsible for the excavation of unsuitable fill material above pregrade elevation from within the work zone and the disposal of all such excess material at no extra cost to the contract. A licensed hauler may be required to transport subsoil fill and construction debris from the site to an approved facility in accordance with O.Reg. 511. Testing may be undertaken by the Owner, but all costs associated with offsite disposal shall be borne by the Owner's Contractor.
- Excavation of subsoil and fill material shall be undertaken by the Owner's Contractor to remove cobbles where necessary prior to onsite reuse.
- Excavation into select areas may encounter Type 3 and 4 soils, as classed by the Occupational Health and Safety Act. The Owner's Contractor shall be responsible to manage and control all water (subsurface and surface) during the contract duration, and the measures used to enact such control, including oil required permits/approvals (i.e. PTTW or EXSR) based upon selected control methods, at no extra cost to the contract.
- The subexcavation of select areas may warrant special temporary support measures by the Owner's Contractor, including but not limited to temporary shoring, retaining walls, piles, structural beams or underpinning, and all such measures shall be appropriately designed by qualified professionals and implemented as necessary for the timely completion of works so as to maintain project schedule, at no extra cost to the contract. Shop drawings prepared and certified by qualified professionals shall be submitted for review and acceptance by the Engineer. All such structures shall be designed with consideration for drainage of backfill without risk of piping failure.
- Where control of groundwater may warrant the need to pump in excess of 50,000 Litres per day based upon selected control methods, the Owner's Contractor shall, at no extra cost to the contract, engage qualified professionals and Subcontractors as necessary to obtain a Permit to Take Water (PTTW) or Environmental Activity and Sector Registry (EASR), where dewatering is less than 400,000 Litres per day under normal conditions from MCF pursuant to sections 34 and 38 of the Ontario Water Resources Act further to full scale pump tests. Construction sequencing and methods will be expected to be undertaken in accordance with the Owner's Contractor's Water Control Plan.
- Suitability of soil for reuse of select clean fill and native subsoil for compaction shall remain subject to the approval of the Geotechnical Engineer. As noted by the geotechnical investigation, blending and moisture conditioning may be warranted to prepare soils to within 3% of optimum moisture content to the satisfaction of the Geotechnical Engineer.
- Where encountered groutier conditions within watermain trenches, select sewer trenches shall be constructed with anti-seepage collars of select suitable subsoil or lean concrete fill to the satisfaction of the Geotechnical Engineer, at no extra cost to the contract.
- Any structural/engineered fill placement shall be constructed by the Owner's Contractor under the full time supervision of the Geotechnical Engineer.
- Foundation Backfill and application of impermeable soil seals prior to final grading around the building envelope should be undertaken with regard for the recommendations of Trow Associates Geotechnical Report.



Pavement Design Table

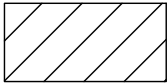
STREET	SURFACE COURSE		BINDER COURSE		GRANULAR BASE		GRANULAR SUB-BASE	
	HL 3		HL 8		'A'		'B'	
LIGHT DUTY VEHICLES	35mm		45mm		150mm		400mm	
HEAVY DUTY VEHICLES	50mm		65mm		150mm		450mm	

NOTES:

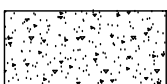
- GRANULAR 'A' SHALL BE COMPACTED TO 100% S.P.M.D.D.
- GRANULAR 'B' SHALL BE COMPACTED TO 100% S.P.M.D.D.
- ASPHALT MATERIAL SHALL BE SUPPLIED AND PLACED IN ACCORDANCE WITH O.P.S.S. FORMS 310, CONFORM TO THE REQUIREMENTS OF O.P.S.S. 1150 AND UNIFORMLY COMPACTED TO 97% M.R.D.
- SHOULD CONSTRUCTION TAKE PLACE UNDER WET SUB-GRADE OR WEATHER CONDITIONS, SUB-GRADE PREPARATION AND GRANULAR REQUIREMENTS SHOULD BE REVIEWED BY THE GEOTECHNICAL ENGINEER.
- SUBGRADE IMPROVEMENT OR GEOTEXTILE REINFORCEMENT MAY BE REQUIRED SUBJECT TO GEOTECHNICAL ENGINEER'S INSPECTION AND RECOMMENDATIONS.



DENOTES HEAVY DUTY ASPHALT  
SEE PAVEMENT SCHEDULE THIS SHEET



DENOTES LIGHT DUTY ASPHALT  
SEE PAVEMENT SCHEDULE THIS SHEET



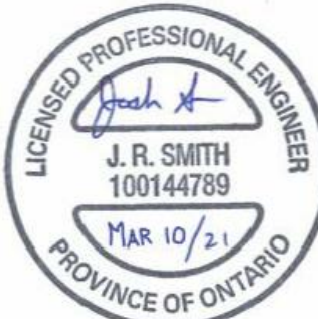
DENOTES CONCRETE SIDEWALK, 100mm  
GRANULAR 'A', 150mm CONCRETE

DRAWINGS NOT TO BE SCALED

This drawing is an instrument of service and shall remain the property of L360 ARCHITECTURE. It shall not be used for additions or alterations to the project or any other project without the permission of L360 ARCHITECTURE in writing. The Contractor shall check and verify all existing conditions on site and shall also check and verify all dimensions on the drawings and report any inconsistencies to L360 ARCHITECTURE before proceeding with the work.

The bearer of this documentation acknowledges and agrees that all information provided herein and in whatsoever format (including, but not limited to, printed material, computer disks, drawing(s) and document(s), reports, files, etc.) are to be safeguarded and held in the strictest confidence while in their possession, or in the possession of their delegates, or other interested and related parties to whom this information may be entrusted. Any failure to safeguard or protect this information as prescribed herein will be considered as an acceptance of liability for any losses incurred as a result. The information will be returned upon request by the issuer, L360 ARCHITECTURE or its representative.

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Consultants

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PARK - Building "A & D"

22499 Jefferies Road, Kilworth, Ontario

Revisions

No.	Date	For: / To:
2	03/12/2021	UPDATED SP
1	10/16/2020	ISSUED FOR SPA

Issued to / from:

Drawn By:	KZ	Scale:	1:300
Checked By:	JS/JR	Date:	03/12/2021
Sheet Number:			

NOTES AND DETAILS

SE4

















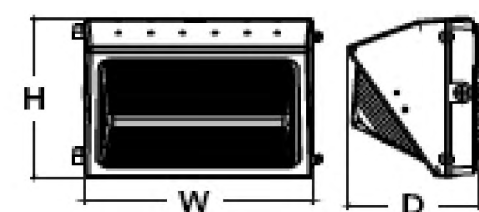

**Width:** 12-15/16"

**Width:** 12-15/16"


Height-

## Discussion

(19 cm)



## 6" Aluminum Cylinders LED

PRODUCT NO.	FINISH	DESCRIPTION	SIZE	LAMP(S)
P56-40-20/30K	Bronze		6" W, 12" H	1.29w Integrated LED, 3000K, 30CRI
P56-40-20/30K	White		Extends 8" x 8"	3000K, 30CRI
P56-40-20/30K	Black		H/CTR 4" x 4"	1900 delivered lamps
P56-40-20/30K	Matte Gray			
P56-40-20/30K	Bronze	Two-light up/down	6" W, 18" H	2.29w Integrated LED, 3000K, 30CRI
P56-40-20/30K	White	For wall location	Extends 8" x 8"	3000K, 30CRI
P56-40-20/30K	Black	requires top cover	H/CTR 8"	2564 delivered lamps
P56-40-20/30K	Matte Gray	lens: P56C040		
P57-40-20/30K	Bronze	One-light cylinder.	6" W, 12" H	1.29w Integrated LED, 3000K, 30CRI
P57-40-20/30K	White	Mount flush to ceiling		3000K, 30CRI
P57-40-20/30K	Black	with pendant		1900 delivered lamps
P57-40-20/30K	Matte Gray	SC851919 kit		

All pictures:



PS641-20/30



P5641-70/704



PS641-31/30K



P5641-82/30K



95642-20/75



PS5-12.10/10A



P5642-31/30K



P5642-92/TOK



PS741-20V30



P5741-30V30K





P5741-31/30K



PS741-82/30K

PROGRESSLIGHTING.COM

LUMINAIRE SCHEDULE				
Symbol	Catalog Number	Description	Lamp	Watts
	LITHONIA TW1 LED 2 50K	3500lm TW1 LED WALLPACK	LED	41.99
	PROGRESS LIGHTING P5642-2030K	6" 29W LED Direct/Indirect Cylinder	2- 3000K LEDs	58.9

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PH 001

project number: 20-028