

**Site Plan Agreement
Slappendel Greenhouses Inc.
1361 Maple Street**

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THIS AGREEMENT made this 3rd day of February, 2019.

BETWEEN:

SLAPPENDEL GREENHOUSES INC.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner is looking forward to develop the parcel with greenhouses and a barn in accordance with Schedule 'B-D' attached hereto, being a Site Plan filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement:

- (a) **Chief Building Official** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **Clerk** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **Council** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **Director of Community Planning & Development** shall mean the Director of Community Planning & Development of the Corporation of the Town of Pelham.
- (e) **Director of Corporate Services** shall mean the Director of Corporate Services of the Corporation of the Town of Pelham.
- (f) **Director of Public Works** shall mean the Director of Public Works of the Corporation of the Town of Pelham.

- (g) **Facilities and Works** shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) **Lands** shall mean the lands described in Schedule 'A' attached hereto.
- (i) **Professional Engineer** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.
- (j) **Surveyor** shall mean an Ontario Land Surveyor registered in good standing with the Association of Ontario Land Surveyors.

2. General Provisions

- (a) The Owner shall ensure the lands between the proposed greenhouse / existing driveway and the *Significant Woodlands / Provincially Significant Wetland*, otherwise referred to as the *Vegetation Protection Zone*, shall remain farm land, and continue to be used for the growing of harvestable crops in accordance with *Greenbelt Plan* policy.
- (b) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.
- (c) Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved plans to make any payments or install, construct, or carry out any services or action, the provisions therefore contained herein shall be deemed to include the words, "at the sole expense of the Owner".
- (d) The Owner shall perform any and all construction and installation of works on the Lands and any off-site works in accordance with the terms and conditions contained herein and as shown on Schedule 'B-C' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (e) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedule 'B-D' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (f) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (g) The Owner shall keep all construction access routes open and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (h) The Owner shall ensure the driveway leading to Building D shall remain a permeable surface, such as gravel or dirt.
- (i) During construction, the Owner shall ensure all construction related vehicles that are not carrying out the works are parked on the subject lands and are not parked within the municipal road allowance.

- (j) All delivery / construction trucks taking materials from the subject lands included within this Agreement shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on neighbouring properties or public roadways.
- (k) The Owner shall ensure the building foundation is constructed using a slab-on-grade style concrete pad, notwithstanding the limited amount of anchor posts detailed on Schedule 'D', to avoid disturbing deeply buried archaeological resources. And further:
 - i. Should deeply buried archaeological remains / resources be found on the property during construction activities, all activities impacting archaeological resources must cease immediately, notify the Archaeology Programs Unit of the Ontario Ministry of Heritage, Sport, Tourism & Culture Industries (416-212-8886) and the Owner's archaeology consultant is required to carry out an archaeological assessment in accordance with the *Ontario Heritage Act* and the *Standards and Guidelines for Consultant Archaeologists*.

In the event that human remains are encountered during construction, all activities must cease immediately and the local Police as well as the Cemeteries Regulation Unit of the Ministry of Government & Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, MTCS should also be notified to ensure that the site is not subject to unlicensed alterations which would be in contravention of the *Ontario Heritage Act*.

- (l) The Owner grants to the Town, its servants, agents, and assigns permission to enter upon the Lands for the purpose of inspection of any Facilities and Works referred to in this Agreement and for the purpose of the completion of any Facilities and Works in accordance with this Clause and this Agreement.
- (m) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance, or existence of any Facilities and Works done by the Owner, its contractors, servants or agents on the Lands or which the Town may suffer or be put to for, or by reason of the completion by the Town of any of the required Facilities and Works in accordance with this clause and this Agreement.
- (n) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant, and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.
- (o) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the subject lands, then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the lands as a development or part thereof unless and until a new Agreement in the same form, mutatis mutandis, as this Agreement has been entered into with

the Town.

- (p) Any lands required to be conveyed by the Owner in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Owner shall complete all services for the lands in accordance with the terms of this Agreement.
- (q) Notwithstanding the provisions of this Agreement, the Owner shall be subject to all of the Town's By-laws and all Provincial and Federal government statutes and / or regulations and amendments thereto affecting the site's development and installation of municipal services.
- (r) Should the existing and /or proposed greenhouses depicted on Schedule 'C' be subject to a future conversion to a *cannabis production facility*, approval from Council through a subsequent Site Plan Amendment is required.

3. Grading

- (a) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.

4. Sanitary Sewer System

- (a) Domestic waste water from the existing and proposed building(s) shall be discharged into a private sanitary sewer system approved by the Region of Niagara at the time of building permit approval, as applicable.

5. Water Supply

- (a) The Owner shall, at its own expense, provide and maintain an internal private water supply necessary to serve the lands.
- (b) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water Act* and amendments thereto and all regulations thereunder, on all internal water supply services, which said Act and regulations shall be enforced by the Town.

6. Storm Sewer System

- (a) The Owner shall ensure that all storm water runoff is maintained on-site and does not negatively impact adjacent property.

7. Roads & Access

- (a) The Owner shall utilize and maintain the existing driveways for access to the greenhouses, agricultural building(s) and existing residential dwelling.

8. Landscaping & Trees

- (a) The Owner shall ensure the lands between the proposed greenhouse / existing driveway and the *Significant Woodlands / Provincially Significant Wetland*, otherwise referred to as the *Vegetation Protection Zone*, shall

remain farm land, and continue to be used for the growing of harvestable crops in accordance with *Greenbelt Plan* policy.

- (b) The Owner shall ensure the driveway leading to Building D shall remain a permeable surface, such as gravel or dirt.

9. Waste Collection

- a) The Owner is advised that if the waste collection limit cannot be met, or if curbside collection is not desired, waste collection will be the responsibility of the Owner via private contractor. However, the site remains eligible for Regional recycling and organics collection subject to compliance with the current Regional Waste Collection Policy.

10. Photometry

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed so as to deflect from adjacent buildings and streets.

11. Building & Services

- (a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.
- (b) The Owner shall ensure the building foundation is constructed using a slab-on-grade style concrete pad, notwithstanding the limited amount of anchor posts detailed on Schedule 'D', to avoid disturbing deeply buried archaeological resources.

12. Default

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- i. Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- ii. Make any payment which ought to have been made by the Owner to the

Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;

- iii. Retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iv. Bring action to compel specific performance of all or any part of this Agreement for damages; and
- v. Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

13. Covenants

The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

14. Registration

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

15. Obligation

This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this Agreement or any negligence of any such person in the performance of the said obligation.

16. Building Permit

Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

17. Plans

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

18. Notices

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered

or sent by registered mail (postage prepaid) as follows:

To the Town at: Clerk
Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Owner at: Slappendel Greenhouses Inc.
1361 Maple Street,
Fenwick, ON L0S 1C0

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section. Any notice delivered to the party to whom it is addressed in this Section 18 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

19. Schedules

The originals of the plans set out in Schedule 'B', 'C' and 'D' are available at the offices of the Town at the address set out in Section 18.

20. Binding Effect

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SLAPPENDEL GREENHOUSES INC.

WITNESS

(printed name)

(printed name)

(signature)

(signature)

(date)

(date)

☐ 'I have the authority to bind the Corporation'

**THE CORPORATION OF THE TOWN OF
PELHAM**

Mayor Marvin Junkin

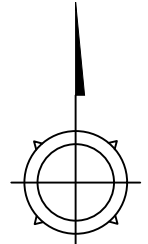
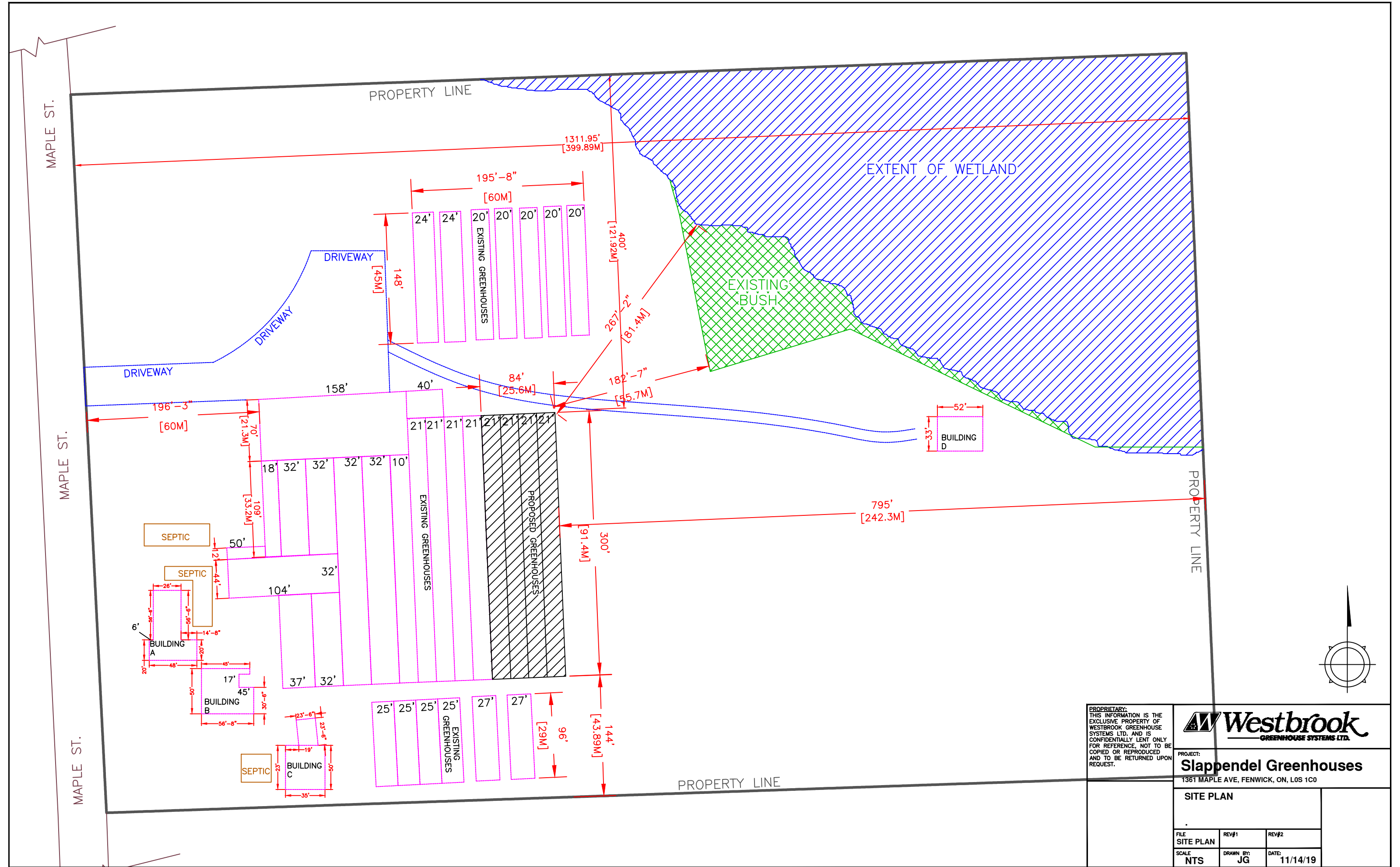
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

Concession 8, Part of Lot 15; Town of Pelham

PIN:	_____	(LT)
Municipal:	1361 Maple Street	
Roll Number:	2732 010 016 05100	



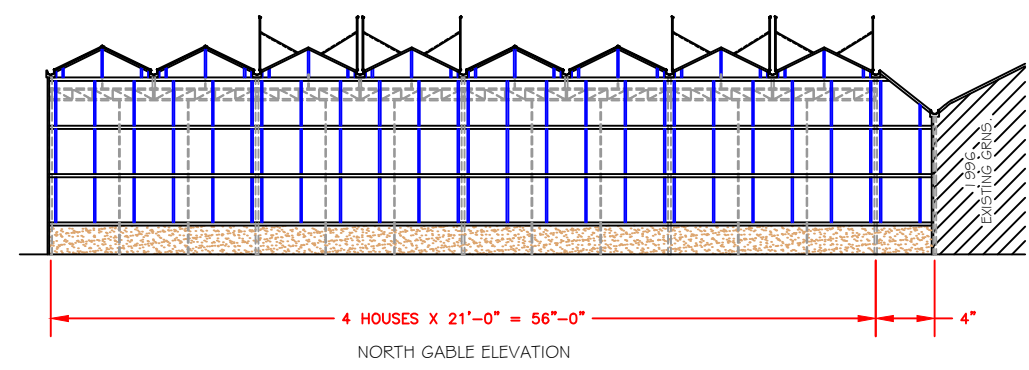
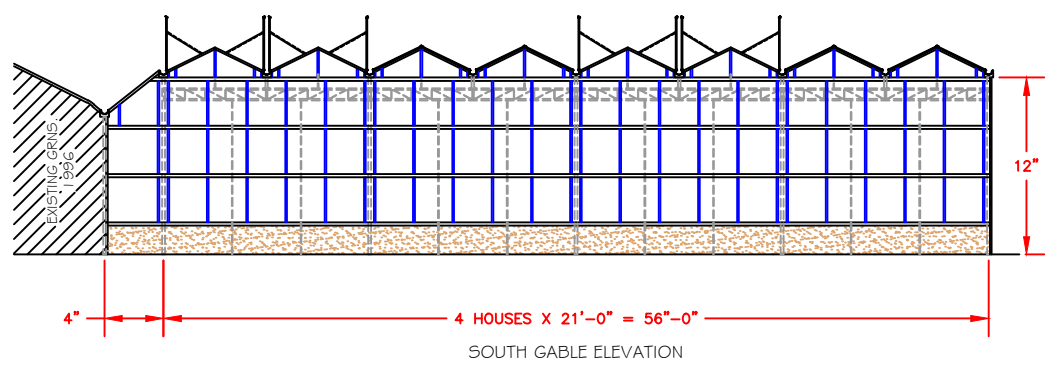
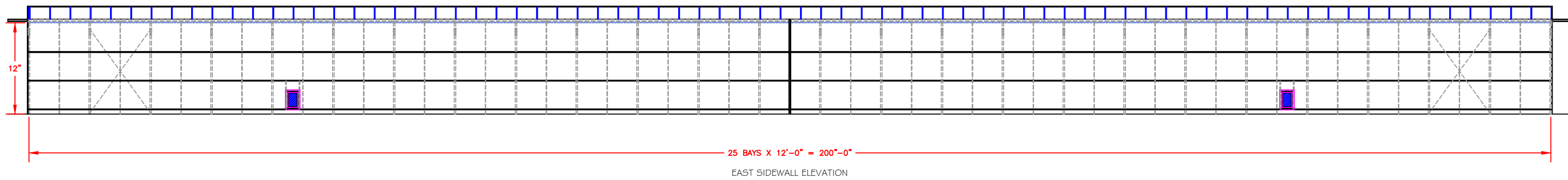
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Westbrook
GREENHOUSE SYSTEMS LTD.

PROJECT:
Slappendel Greenhouses
1361 MAPLE AVE, FENWICK, ON, L0S 1C0

SITE PLAN

FILE SITE PLAN	REV#1	REV#2
SCALE NTS	DRAWN BY: JG	DATE: 11/14/19



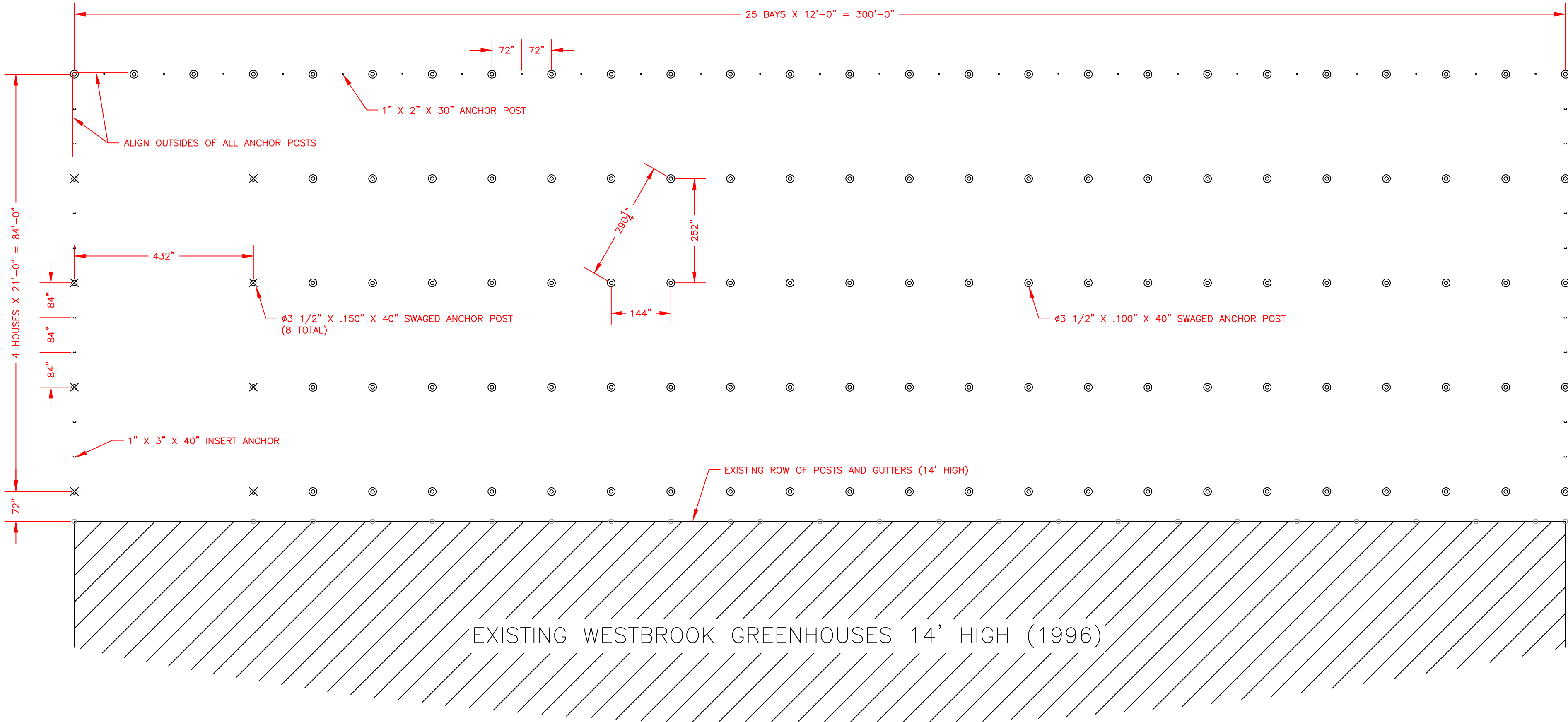
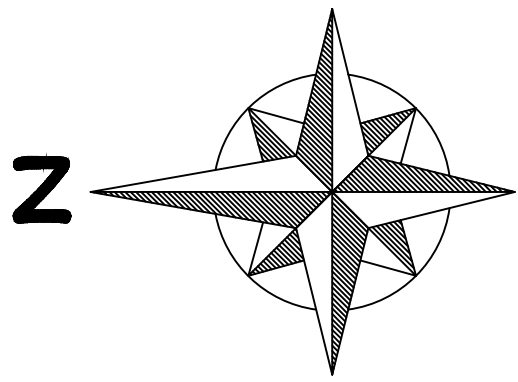
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Westbrook
GREENHOUSE SYSTEMS LTD.

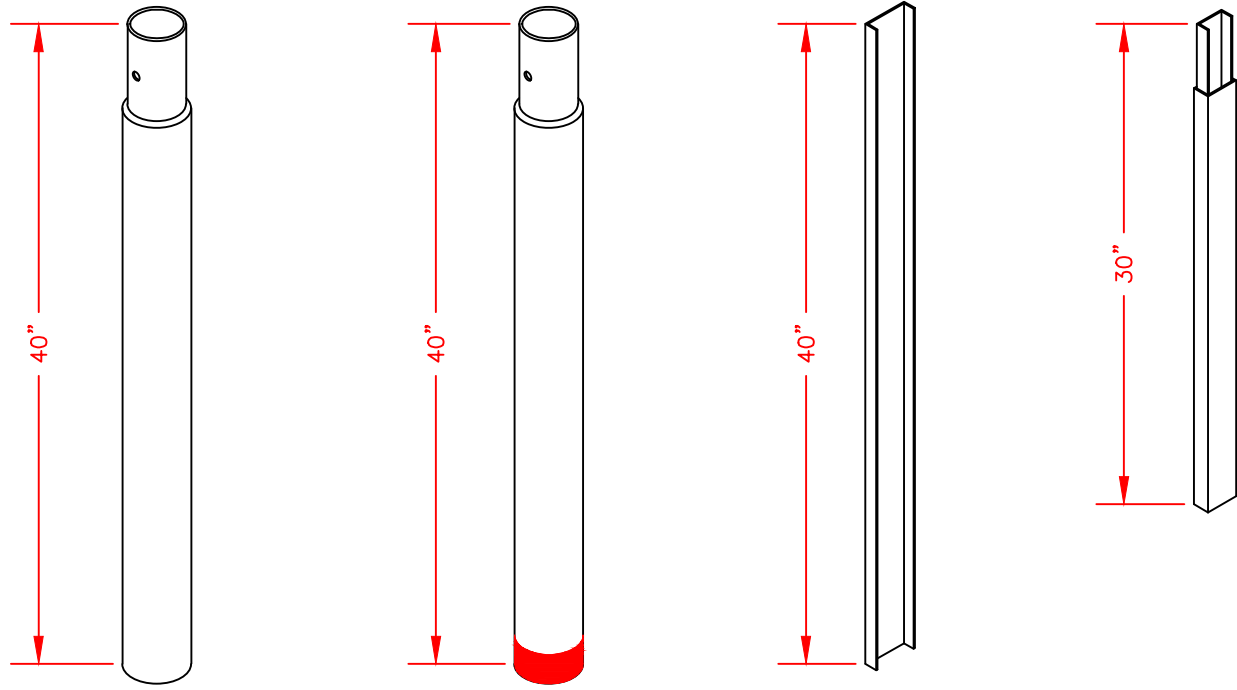
PROJECT:
Slappendel Greenhouses
1361 MAPLE AVE, FENWICK, ON, L0S 1C0

GREENHOUSE ELEVATIONS		
FILE C058290-EL	REV#1 ELEVATIONS	REV#2
SCALE NTS	DRAWN BY: Len	DATE: 10/30/19

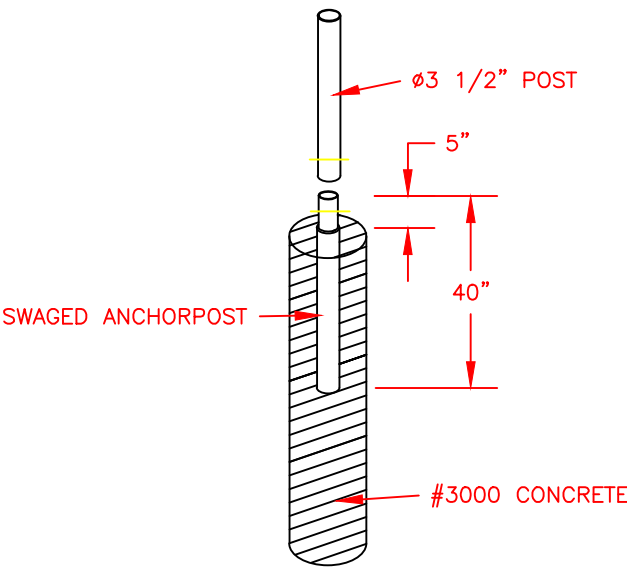
E1



ANCHOR POSTS



Ø3 1/2" X .100" X 40" SWAGED ANCHOR POST
Ø3 1/2" X .150" X 40" SWAGED ANCHOR POST
1" X 3" X 40" INSERT ANCHOR
1" X 2" X 30" SIDE ANCHOR



STANDARD ANCHORPOST SYSTEM

NOTE: DEPTH AND DIAMETER OF CONCRETE FOUNDATIONS FOR ANCHOR POSTS TO SUIT LOCAL CONDITIONS TO BE DETERMINED BY CUSTOMER. ANCHOR POSTS MUST EXTEND INTO THE CONCRETE PIERS A MINIMUM OF 20".

NOTES:
SET TOPS OF ALL ANCHOR POSTS ON THE SAME SLOPE (MATCH HEIGHT AND SLOPE OF EXISTING). SET Ø3 1/2" ANCHOR POSTS WITH THE SWAGED END UP OR WELD DOWN. ALL DIMENSIONS ARE TO POST CENTERS UNLESS OTHERWISE NOTED. ANCHOR POSTS HAVE A HOLE DRILLED FOR CONNECTION TO POST. THE ANCHOR POST MUST BE SET SUCH THAT THE HOLE IS PERPENDICULAR TO THE GUTTER DIRECTION. SET ANCHOR POSTS SUCH THAT THE COLLARS OF THE ANCHOR POSTS ARE AT GROUND LEVEL AT THE LOWEST END OF THE GREENHOUSE.

TOTALS:
114 - Ø3 1/2" X .100" X 40" SWAGED ANCHOR POST [00109]
8 - Ø3 1/2" X .150" X 40" SWAGED ANCHOR POST [00854]
16 - 1" X 3" X 40" INSERT ANCHOR [00156]
25 - 1" X 2" X 30" ANCHOR POST [00113]

CONCRETE PIER SIZES:
Ø3 1/2" X .100" ANCHORS =>Ø18" X 48"DP
Ø3 1/2" X .150" ANCHORS =>Ø24" X 48"DP
INTERMEDIATE ANCHORS =>Ø12" X 48"DP
BASED ON 3000PSF SOIL LOAD BEARING CAP.

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PROJECT:
Slappendel Greenhouses
1361 MAPLE AVE, FENWICK, ON, L0S 1C0



ANCHOR POST LAYOUT

FILE C052890-02-ST	REV#1	REV#2
SCALE 1/16"=1	DRAWN BY: Randy	DATE: 9/30/19

2