Properties

PIN	71505 - 0840 LT
Description	PART LOT 2, PLAN 514, PART 2, 61R20020; TOGETHER WITH AN EASEMENT OVER PT 3, 61R20020 UNTIL 2014/08/14 AS IN WC374829; CITY OF GUELPH
Address	GUELPH
PIN	71505 - 0679 LT
Description	PT LT 6 CON 8 PUSLINCH PT 1 61R10131 ; GUELPH
Address	GUELPH
PIN	71505 - 0842 LT
Description	PT LOT 6 CON 8 DES PT 2 PL 61R10131; CITY OF GUELPH
Address	GUELPH
PIN	71505 - 0837 LT
Description	PT LOT 6, CON 8, TOWNSHIP OF PUSLINCH, PART 1, 61R20020; TOGETHER WITH AN EASEMENT OVER PT 3, 61R20020 UNTIL 2014/08/14 AS IN WC374829; CITY OF GUELPH
Address	GUELPH
PIN	71505 - 0844 LT
Description	PT LOT 1 PL 514 DES PT 4 PL 61R10131; CITY OF GUELPH
Address	GUELPH

Consideration

Consideration $ 0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	THE CORPORATION OF THE CITY OF GUELPH
Address for Service	1 Carden Street GUELPH, ON N1H 3A1

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation KAREN FARBRIDGE - MAYOR and BLAIR LABELLE - CITY CLERK.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Donna Marie Couto	1 Carden St. Guelph N1H 3A1	acting for Applicant(s)	Signed	2013 09 12

Tel 519-837-5637

Fax 519-822-0705

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE CITY OF GUELPH	1 Carden St. Guelph N1H 3A1	2013 09 12

Tel 519-837-5637

Fax 519-822-0705

Fees/Taxes/Payment	
Statutory Registration Fee	$60.00
Total Paid	$60.00

SITE PLAN CONTROL AGREEMENT

This Agreement made this 10TH day of September, 2013.

B E T W E E N:

GRANITE HOMES ARKELL LOFTS LTD.

(the "Owner")

AND

THE CORPORATION OF THE CITY OF GUELPH

("the City")

AND

BINBROOK HOLDINGS LIMITED

(the "Mortgagee")

WHEREAS:

A. The Owner is the registered owner of the lands and premises municipally known as 30, 34 & 40 Arkell Road and legal described as Part Lot 6, Concession 8, (formerly Puslinch Township), designated as Part 1, Reference Plan 61R20020, Parts 1 and 2, Reference Plan 61R10131; Part Lot 1, Registered Plan 514, designated as Part 4, Reference Plan 61R10131 and Part Lot 2, Registered Plan 514, designated as Part 2, Reference Plan 61R20020, City of Guelph (the "Lands").

B. The Owner proposes to develop multiple attached residential dwellings (the "Development") as shown on the plans, drawings and reports listed in section 2 of this Agreement.

C. The Owner covenants that the following encumbrance is the only encumbrance registered upon or otherwise affecting the title to the Lands and that no other encumbrance shall exist prior to registration of this Agreement upon the title to the Lands:

(1) A Charge/Mortgage in favour of the Mortgagee registered in the Land Registry Office for the Land Titles Division of Wellington as Instrument No. WC255360 on August 31, 2009.

D. The City requires the submission of plans and the execution of this Agreement

pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "*Planning Act*") and City By-law (1986)-12024, prior to the development of the Lands.

E. Subsection 41(1) of the *Planning Act* provides for the registration of Site Plan Agreements on title to the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties covenant and agree as follows:

RECITALS

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

PLANS, DRAWINGS AND REPORTS

2. The following plans, drawings and reports shall be deemed to be a part of this Agreement:

SP-1: Proposed Site Plan
A501: Building Elevations
A502: Building Elevations
A503: Building Elevations
A504: Building Elevations
LP-1: Landscape Plan
LP-2: Planting Plan
LP-3: Landscape Details
GP-1: Site Servicing Plan
GP-2: Grading And Drainage Plan
GP-3: Sediment And Erosion Plan
GP-5: Traffic Geometrics Plan
GP-6: Street Lighting Plan
GP-7: Street Lighting Details
R3-L2: Site Lighting
Site Servicing & Stormwater Management Design Report

3. In the event of a conflict between the plans, drawings and reports as listed in section 2 of this Agreement and any other plans, drawings and reports, the plans, drawings and reports as listed in section 2 and stamped "final approval" once final approval has been given by the City shall prevail (subject to any subsequent minor revisions to the same as approved in writing by the City in its sole and absolute discretion).

PROHIBITION

4. The Owner agrees that no development or redevelopment will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by the Site Plan Review Committee of the City (hereinafter referred to

as the "Site Development Plans"). For the purposes of this Agreement, "development" and "re-development" shall have the same meaning as prescribed at s.41 of the *Planning Act*.

CONFORMITY WITH SITE DEVELOPMENT PLANS AND CONDITIONS

5. Unless otherwise approved by the City pursuant to paragraph 4 of this Agreement, the Owner shall develop the Lands substantially in accordance with the Site Development Plans identified in section 2 of this Agreement and the conditions contained in sections 50 to 58 of this Agreement.

SECURITY

6. As a condition of approval of any Site Development Plans, the Owner shall provide the City with financial security in the amounts set out in Schedule "A" and in a form satisfactory to the City ("Security"), for the work as specified in Schedule "A" ("Secured Work"). The Security shall remain in effect until the Secured Work to which such Security relates has been completed in accordance with the requirements of this Agreement. In the event the Owner does not comply with the requirements related to the Secured Work under this Agreement, the City shall have the right to draw on the Security for such Secured Work, in whole or in part, from time to time, retain the money secured by such Security and apply such money for the sole purpose of completing the Secured Work to which the Security relates.

RELEASE OF SECURITY

7. Upon certification by the City's General Manager, Planning Services or his delegate that all conditions imposed by this Agreement relating to any Secured Work have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the City at the time of such certification in respect of such Secured Work. The City shall not be required to refund or account for any Security utilized by the City as a result of any default by the Owner under the provisions of this Agreement. If in the opinion of the City, the amount of the Security should be reduced to reflect partial completion of the Secured Work, the Owner may substitute a Security in the reduced amount and the City will return the earlier issued security in its possession to the Owner.

CONSULTANTS

8. The Owner shall retain the services of appropriate professional consultants which may include an architect, an engineer and a landscape architect, to supervise the installation and construction of the Development and to maintain records of the same, which records shall be made available to the City upon request, and to provide certifications to and as required by the City.

9. Immediately upon request by the City, the Owner shall advise the City in writing of the names of and contact information for its professional consultants and shall thereafter advise the City in writing of any change in the names of or contact information for its professional consultants within ten (10) days of any such change.

10. Upon completion of the Development, the Owner shall cause its professional consultants to certify to the City that the Development have been completed in accordance with the plans, drawings and reports listed in section 2.

11. If, following receipt of the certifications referred to in paragraph 10 of this Agreement, the City inspects the Lands and finds deficiencies of any nature whatsoever, the City shall notify the Owner, and the Owner shall remedy such deficiencies and shall cause its professional consultants to provide further certifications confirming that the deficiencies have been remedied.

GUIDELINES AND STANDARDS

12. Unless otherwise specified on the plans, drawings and reports listed in section 2, the Owner shall install and construct the Development in accordance with the guidelines of the City, Grand River Conservation Authority and any provincial or federal laws, regulations and standards.

CONSTRUCTION

13. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal catch basin, manhole, sewer, ditch, culvert, roadway, boulevard or sidewalk. The Owner shall reimburse the City for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Lands, howsoever caused and the determination of the City's General Manager/City Engineer with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.

14. The Owner shall maintain in good repair and in a safe and clean condition the Lands, vegetation, structures, buildings, facilities, services, works and landscaping improvements on the Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or deceased vegetation. The

Owner shall further keep the Lands free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall:

a) Keep in a proper state of repair and operation the access roadways to the satisfaction of the City;
b) To rectify, replace or repair any part of the development not constructed in accordance with the Site Development Plans or in accordance with any "as constructed" drawings submitted by the Owner and approved in writing by the City in its sole and absolute discretion;
c) To do all maintenance and repairs pursuant to this Agreement as the Owner may be directed to do in writing by the City; and
d) Ensure all snow shall either be placed, stored or deposited on the Lands in accordance with the plans, drawings and reports listed in section 2.

FAILURE TO MAINTAIN OR PERFORM OBLIGATIONS

15. If, in the reasonable opinion of the City, the Owner is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the City, the City may, upon providing 30 days' written notice to the Owner respecting such non-performance, and an opportunity to rectify same within that time, enter upon the Lands and repair, replace or otherwise maintain the Lands at the Owner's expense.

16. The Owner hereby covenants and agrees that should it be in default of any of its obligations with respect to maintenance, without any limitation whatsoever, the City in its sole discretion may add any costs incurred by the City to fulfill or rectify such default to the tax roll for the Lands and that the City shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest payable to the City in the same manner as taxes in arrears.

CONNECTIONS TO MUNICIPAL SERVICES

17. Relocation of any municipal services, facilities or utilities (including any curbs, gutters, catch basins, poles, bus shelters, manholes, telephone boxes, valves, drains, or transformers, whether owned by the City or any utility company, shall be carried out by the City, a City approved contractor or the utility company at the Owner's expense.

PARKING AREA

18. The parking spaces shall be laid out and clearly marked on the site by painted lines or such other method approved by the City in accordance with the Site Development Plans.

GARBAGE

19. The Owner shall store all garbage in the garbage storage facilities as shown on the Site Development Plans. If the garbage storage facilities are designed for the use of a bulk lift container, it shall be the Owner's responsibility to provide for such container and for the regular removal and replacement of the same as may be reasonably required. In the event no garbage storage facilities are shown on the Site Development Plans, all garbage shall be stored indoors.

STORM WATER MANAGEMENT

21. The Owner agrees to develop and maintain the Lands, including the storm water management facilities designed by a Professional Engineer, in accordance with a site plan that has been submitted to and approved by the City Engineer or his delegate. Furthermore, the Owner shall have the Professional Engineer who designed the storm water management system certify to the City that he/she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the City and is functioning properly.

INSPECTIONS

22. The Owner hereby grants permission to the City and its agents, contractors and employees to enter upon the Lands at any time or times to perform such inspections as may be reasonably necessary to determine whether the Development is in compliance with and continue to be in compliance with the provisions of this Agreement.

EMERGENCY REPAIRS

23. During the development of the Lands, the City and its agents, contractors and employees may enter upon the Lands at any time or times for the purpose of making emergency repairs to the Development. Such entry and repair shall not be deemed to be an assumption by the City of any liability in connection with the development of the Lands, nor a release of the Owner from any of its obligations under this Agreement.

ADDITIONAL WORKS

24. If at any time or from time to time during the development of the Lands, the City is of the opinion that, because of previously unknown or unforeseen conditions, it is necessary to supply, install or construct additional works in order to adequately provide services for the Lands or in order to prevent damage to any other lands, the Owner shall supply, install or construct such additional works at the request of the City.

DAMAGE

25. The Owner shall immediately repair any damage done to any property as a result of the development of the Lands.

26. If the Owner fails or neglects to immediately repair any damage done to any property as a result of the development of the Lands, the City shall be entitled to draw upon the Security if the damage relates to the purpose of the Security and to use the proceeds thereof to repair such damage. In the event there is no Security applicable to the damage, the City shall be entitled to collect the costs and expenses incurred to repair the damage in a like manner as municipal taxes.

OWNER'S EXPENSE

27. The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything it is to be done at the Owner's expense and not at the City's expense.

COSTS

28. The Owner shall pay to the City, forthwith upon demand, all costs and expenses incurred by the City, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the City, and all legal, surveying and engineering costs and the costs of any consultants retained by the City incurred in connection with this agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this agreement and the registration thereof on title to the Lands.

INDEMNITY

29. Save and except for any actions, causes of action, suits, liens, claims, demands or costs arising out of any fault or neglect of the City, the Owner shall indemnify the City against all actions, causes of action, suits, liens, claims, demands and costs whatsoever which may arise either directly or indirectly as a result of the development of the Lands.

DEFAULT

30. In the event of any default by the Owner pursuant to any of the terms of this agreement, in addition to any other remedies available to the City and without any limitation thereof, the City may:

a) draw on the Security in whole or in part for the purpose of the Security;
b) undertake or complete any obligation of the Owner hereunder;

c) enter upon the Lands through its servants or agents for any purpose whatsoever;

d) issue a stop work order with respect to any further development, redevelopment or work upon the Lands pursuant to the *Building Code Act* or other applicable legislation; and

e) recover from the Owner all costs and expenses incurred by the City whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes.

CONSTRUCTION LIEN ACT

31. The Owner shall comply with all of the provisions of the *Construction Lien Act,* R.S.O. 1990, c. C.30 as amended, including retention of all holdbacks and funds required. The Owner shall at its own expense, within ten (10) days of receiving written notice from the City to do so, pay or otherwise discharge or vacate any lien, charge or claim brought or registered pursuant to the Act (whether perfected or not) which affects any lands owned by the City or in which the City has an interest, and which arise out of the performance of this Agreement.

32. The Owner hereby indemnifies the City from and against all suits and claims of any nature arising out of or connected with the carrying out of the Owner's obligations pursuant to this Agreement and, particularly, against any claim(s) pursuant to the *Construction Lien Act.* This indemnity does not extend to the negligence of the City, its employees, agents or contractors.

33. Any reductions in the Security are subject to the provisions of the *Construction Lien Act* and the City shall retain a holdback either in accordance with the said Act or in accordance with the *Construction Lien Act* provisions of this Agreement.

34. The City may use all or part of the Security to pay, discharge, vacate and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the *Construction Lien Act* which affect any lands owned by the City including public highways in the event that the Owner defaults in respect of its obligations of this Agreement relating to the purpose of the Security.

OWNER'S EXPENSE

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

FEES

36. Upon execution of this Agreement, the Owner shall pay to the City the fee for preparing the Agreement pursuant to the City's Planning Act Fees By-law

REMEDIES

37. The rights and remedies provided for in this Agreement are in addition to and shall not limit the ability of the City to take such actions as may be available to it to ensure compliance with the requirements of this Agreement.

NOTICE

38. To be effective, a Notice must be in writing and delivered (a) personally, either to the individual designated below for that party, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below (b) by fax, (c) by registered mail; [or (d) by electronic mail], to the address [or electronic mail address] set out opposite the party's name below or to any other address [or electronic mail address] for a party as that party from time to time designates to the other parties in the same manner:

To the Owner at:

Granite Homes Arkell Lofts Ltd.
160 Southgate Drive
Guelph, ON N1G 4P5
Attention: Terry Ellery
T: 519-822-3988
F: 519-823-8887

To the City at:

City of Guelph,
1 Carden Street
Guelph ON N1H 3A1
Attention: General Manager, Planning Services
T: 519-822-1260
F: 519-822-4632

Any Notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was delivered before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day, (ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day, or (iii) if by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service, Notice must be given by means other than mail, or (iv) if by electronic mail, on the day the

sender receives confirmation of receipt by return electronic mail from the recipient, if that day is a Business Day and if the confirmation was received before 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

REGISTRATION

39. The City shall be entitled to register this Agreement upon the title to the Lands at the Owner's expense and the Owner shall execute any document that may be required to allow such registration.

MORTGAGEE SAME AS OWNER

40. The Mortgagee, its successors and assigns agree that in the event it obtains the equity of redemption of the Lands or conveys the Lands by way of power of sale or realizes on its security, the Lands shall be subject to the terms of this Agreement in the same manner as if it or the purchaser had executed this Agreement as the Owner. The Mortgagee hereby postpones its mortgage in favour of this Agreement.

TAXES

41. Prior to commencing construction of the Development, the Owner shall pay any and all outstanding taxes.

RELEASE FROM AGREEMENT

42. The Owner, when not in default of this Agreement, shall be entitled to make application for a release in a form acceptable for registration. All applications for a release must include payment of the fee in effect at the time of the request.

COUNCIL DISCRETION

43. Notwithstanding any other provision of this Agreement, the Owner acknowledges and agrees that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter the Council of the City in the exercise of any of its discretionary powers. The Owner hereby acknowledges and agrees that it does not expect and shall not receive any advantageous planning or other consideration by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

SEVERABILITY

44. The invalidity of any provision of this Agreement shall not affect any other provision of it, and, if any particular provision of this Agreement is declared to be invalid by a court or tribunal of competent jurisdiction, this Agreement shall be construed as if the invalid provision had been omitted.

GOVERNING LAW

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

HEADINGS

46. The headings in this Agreement are for convenience of reference only.

GENDER AND NUMBER

47. This Agreement shall be read with such changes in gender and number as the context may require.

COVENANTS

48. The covenants, agreements, conditions and undertakings contained in this Agreement on the part of the Owner shall run with the Lands and shall be binding upon them and upon the Owner's successors and assigns.

COUNTERPARTS

49. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together, constitute one single document. Counterparts may be in an electronically scanned form. Parties transmitting electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement.

ADDITIONAL CONDITIONS

50. The Owner agrees to be responsible for the payment of cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989) –13410, as amended by By-law (1990) – 3545 and By-law (2007) -18225, or any successor thereof prior to the issuance of building permits.

51. The Owner agrees to have a Professional Engineer identify and private water wells on the adjacent properties and ensure that the development of the subject lands does not adversely impact those wells.

52. The Owner agrees to construct the new buildings at such an elevation that the lowest level of the new buildings can be serviced with a gravity connection to the sanitary sewer.

53. That all telephone and Cable TV service to the lands be underground and the Owner agrees to enter into a servicing agreement with the appropriate service providers to provide for the installation of underground telephone service, prior to any construction or grading on the lands.

54. The Owner agrees to make satisfactory arrangements with Union Gas for the servicing of the lands, as well as provisions for any easements and/or rights-of-

way for their plants, prior to any construction or grading on the lands.

55. The Owner agrees that all electrical services to the lands are underground and the Owner agrees to make satisfactory arrangements with Guelph Hydro Electric Systems Inc. for the servicing of the lands, as well as provisions for any easements and/or rights-of-way for their plants, prior to any construction or grading on the lands.

56. The Owner agrees to pay development charges to the City in accordance with By-law Number (2009)-18729, as amended from time to time, or any successor thereof, and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board, as amended from time to time, or any successor by-laws thereto.

[Intentionally left blank]

57. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer.

58. The Owner shall plant 58 native trees measuring 45-60 mm calliper (the "Compensation Plantings") at the property known as Part Lot 6, Concession 8, (formerly Township of Puslinch) designated as Parts 1 to 7 inclusive, reference Plan 61R10756 prior to or on December 31, 2015 and such Compensation Plantings shall be in a condition satisfactory to the City's General Manager, Planning Services or his/her delegate on December 31, 2015.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

GRANITE HOMES ARKELL LOFTS LTD.

Name: TERRY ELLERY
Title: PRESIDENT

Name:
Title:

I/We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF GUELPH

DATED AND SIGNED

at the City of Guelph this 10

day of SEPT. , 2013.

KAREN FARBRIDGE – MAYOR

BLAIR LABELLE – CITY CLERK

BINBROOK HOLDINGS LIMITED

Name: Rick DE Zeeuw
Title: SECRETARY

Name:
Title:
I/We have authority to bind the Corporation.

SCHEDULE "A"

LIST OF SECURITY

Secured Work	Amount ($)
Landscaping	34,327.50
Tree Compensation Planting as required by Section 58	10,150.00