

THE CORPORATION OF THE TOWN OF TECUMSEH

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2020.

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the “Town”

Of the First Part,

- and -

VILLA PIA INVESTMENTS LTD.
hereinafter called the “Owner”

Of the Second Part.

WHEREAS:

- 1) The Owner owns and has developed that certain parcel or tract of lands and premises, situate, lying and being in the Town of Tecumseh, and being more particularly described in Schedule “A” attached ;
- 2) A site plan control agreement (the “Original Site Plan Control Agreement” “Original Agreement”) between the Owner and The Town has been entered into, an execution copy of which was registered in the Land Registry Office of Essex (No. 12) as instrument No. CE666310 on July 10, 2015 respecting said development;
- 3) The Town has enacted by-laws designating the subject lands as a site plan control area in pursuance of the Planning Act of Ontario and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, required that this agreement be entered into by virtue of subsection 41(7)(c) of the Planning Act;
- 4) The Original Agreement is hereby amended as set out herein, all of which is hereinafter referred to as “the Site Plan Agreement” and the amendment affects all of the lands described in Schedule “A” hereto, which lands are herein called the “subject lands”.
- 5) The Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of Five dollars (\$5.00) now paid by the Owner to the Town (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1) The Site Plan attached as Schedule “B” to the Original Site Plan Control Agreement, is hereby deleted and repealed, and is hereby replaced by Site Plans A1.1 and A1.2, the originals of which has been signed by the parties and is on file with the town and reduced copies of which are annexed hereto as Schedule “B1” and Schedule “B2” hereinafter “the Site Plan”.
- 2) The Owner shall, at its own expense, develop the Lands with the amenities, facilities, works, services and in accordance with each and every of the obligations described and set out in this agreement, the Original Agreement, and in accordance with the Site Plan (all of which are hereinafter collectively called the “Services”).
- 3) **CONDITIONS**

3.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

- a) The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening as previously called for in section 5.2 of the Original Agreement including, as necessary, retaining an Ontario Land Surveyor to prepare and register a reference plan providing a description to accommodate the preparation and registration of the transfer.
 - b) The Owner enter into an encroachment agreement with the Municipality to accommodate the encroachment of the Owner's improvements onto the abutting road allowance as identified on the Site Plan.
- 4) The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.
 - 5) The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the owner in a timely fashion payment for which shall be due immediately.
 - 6) In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.
 - 7) The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 427 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorizes the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.
 - 8) Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement shall be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.
 - 9) The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense. Where any schedule is required to be deleted from the version of the Agreement registered on title, it may be noted as being on file at the Town's offices without affecting the validity of such schedule or its incorporation as part of this Agreement.
 - 10) The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

- 11) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Original Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.
- 12) In the event of conflict between this amending agreement and the Site Plan Agreement, the terms of this Agreement shall govern.
- 13) This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the said parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

Signed, sealed and delivered	)	THE CORPORATION OF THE
	)	TOWN OF TECUMSEH
in the presence of:)	
	)	Per:_____
	)	Name: Gary McNamara
	)	Title: Mayor
	)	c/s
	)	Per:_____
	)	Name: Laura Moy
	)	Title: Clerk
)	
	)	VILLA PIA INVESTMENTS LTD.
)	
	)	Per:_____
	)	Name: Ricardo Vennettilli
	)	Title: Authorized Signing Officer
	)	c/s
	)	I have authority to bind the Corporation.

Schedule A

PT LT 149 CON 1 SANDWICH EAST AS IN R888650; TECUMSEH
being all of PIN 01597-0366 (LT)

PT LT 149 CON 1 SANDWICH EAST AS IN R634854; TECUMSEH
Being all of PIN 01597-0367 (LT)

Site Plan

Site Plan

