

THIS SITE PLAN CONTROL AGREEMENT, made in triplicate, this day of, .

B E T W E E N:

CITY OF GREATER SUDBURY

hereinafter called the "City"

OF THE FIRST PART

- a n d -

NAME OF OWNER

hereinafter called the "Owner"

OF THE SECOND PART

WHEREAS the City has enacted Site Plan Control Provisions in By-law 85-205 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, Chapter P.13;

AND WHEREAS the Owner owns the lands described as:

Legal Description of Property

AND WHEREAS the Owner has applied to the City for approval of the Site Plan as received by the City on the prescribed forms pursuant to the Site Plan Control Guide and the City has approved of said plan subject to the Owner entering into a Site Plan Control Agreement;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1.(1) This Agreement shall apply to the Owner's land which is described above and in Schedule "A" (the "Subject Land") and to the development or redevelopment of the "Subject Land".

1.(2) Schedule "A", referred to in this Agreement is the plan prepared by XXXXXXXXX, identified as Drawing XXX, dated XXXXXXXX and received by Planning Services on XXXXXXXXX.

2. The Owner covenants and agrees that no development or redevelopment will proceed on the "Subject Land" except in accordance with the plan approved by the City pursuant to Section 41 of the *Planning Act* and more particularly identified in the Schedule attached hereto.

3. The Owner further agrees that the proposed buildings, structures and other works shown on the plans which are identified as Schedule "A" shall be completed in conformity with the said plans and shall do all acts to provide for the maintenance and use of the requirements set out in this Agreement.

4.(1) The Owner further covenants and agrees, in addition to Conditions 2 and 3 above and without limiting the generality of Conditions 2 and 3 or any other sections of this Agreement, and at the Owner's cost:

- (a) to complete the installation of all services, works and facilities as shown on Schedule "A" within the specified time;
- (b) to provide and maintain at all times such parking and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedule "A" and further agrees that the said areas shall be surfaced with asphalt and to mark all parking stalls and maintain all pavement markings and stop signs at each driveway entrance as shown on Schedule "A";

- (c) to provide and construct all drainage as shown on Schedule "A" to the satisfaction of the City;
- (d) to construct an entrance in the location as shown on Schedule "A" to the satisfaction and according to the specifications of the City;
- (e) to provide such walls, fences, hedges, trees and/or shrubs and to landscape the "Subject Land" as shown on Schedule "A" and further agrees to maintain or replace them to the satisfaction of the City;
- (f) to provide a garbage storage area as shown on Schedule "A" and to screen it accordingly;
- (g) to provide onsite lighting that shall be designed to:
 - (i) provide adequate onsite lighting for the safety of vehicular and pedestrian traffic;
 - (ii) provide illumination in accordance with the standards for lighting in the *Ontario Building Code*;
 - (iii) not interfere with the enjoyment of adjacent properties; and
 - (iv) use "full cut off" lighting, i.e. light fixture is constructed in such a manner that all light emitted directly or by a diffusing element, or indirectly by reflection or refraction from any part of the luminary, is projected below the horizontal;
- (h) although not shown on the attached Schedule, the Owner further agrees to install and maintain Fire Route No Parking signs in such manner and number as required by the City's Traffic and Parking By-law 2010-1T and in the form set out on Schedule "W" to By-law 2010-1T, as By-law 2010-1T is amended or replaced from time to time. These signs do not require sign permits pursuant to 4.(9) of this Agreement;

or

- (i) to install and maintain fire route No Parking signs as provided by the City of Greater Sudbury By-Law 2010-1T as amended and as shown on Schedule "A", which signs do not require sign permits pursuant to 4.(XXX) of this Agreement; and
- (j) to be responsible for the maintenance of the pedestrian and vehicular connections to the municipal sidewalk and road.

4.(2) The Owner understands and agrees that:

- (a) Municipal sewer and water is available for this development. The Owner will be responsible for filling out a Work Order with the Infrastructure Services Department to have these services installed to the property line. All costs associated with this work will be borne totally by the Owner.
- (b) **PRIOR TO THE REGISTRATION OF THE AGREEMENT** the Owner will be required to enter into an Offsite Servicing Agreement. This agreement will deal with items such as Performance Guarantee, Maintenance Guarantee, Insurance, etc.
- (c) **PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT** the deposit for the works in the right-of-way shall be collected as part of the Offsite Servicing Agreement.
- (d) **PRIOR TO THE ISSUANCE OF BUILDING OCCUPANCY** the works outlined in the off-site servicing agreement shall be Initially Accepted and completed to the satisfaction of the General Manager of Infrastructure.

- (e) The Owner will be required to make arrangements for the necessary Ministry of the Environment, Environmental Compliance Approval (ECA) for all storm sewer, sanitary sewer, and watermain extension or upgrading for this development that will be carried out on the municipal right-of-way. **PRIOR TO THE ISSUANCE OF A FULL BUILDING PERMIT** MOE Approval must be provided and pipe construction shall not commence until MOE Approvals have been received.
- (f) All work performed and all materials installed for the water, sanitary sewer, storm sewer, stormwater management facility and entrance on private and/or municipal property must be specified to be in compliance with the current City Standards and Specifications.
- (g) The Owner shall hire a licensed Engineer to design, inspect, test and certify the water, sanitary sewer, storm sewer, stormwater management facility, rock faces and slopes, road work and entrance on private and municipal property.
- (h) **PRIOR TO THE RELEASE OF DEPOSITS** the Owners Engineer must submit to the Development Engineering Section, a certification package in accordance with the City's Certification Requirements for acceptance of the water, sanitary and storm sewer, stormwater management facility, rock faces and slopes, road work and entrance work and a letter certifying that all site works have been completed in general conformance with the approved drawings and that the works completed in the Municipal right of way have been installed under full time supervision in accordance with City Standards and Specifications.
- (i) Siltation control shall remain in place until all disturbed areas on the site have been stabilized. All sediment and erosion control measures shall be inspected daily to ensure that they are functioning properly and are maintained and/or updated as required. If the sediment and erosion control measures are not functioning properly, no further work shall occur until the sediment and/or erosion problem is addressed.
- (j) Upon receiving a building permit, the Owner or the Owner's contractor must obtain the necessary permits from Infrastructure Services. No work shall commence until all permits have been obtained.
- (k) Servicing and utility easements across the subject lands in locations required by the City or applicable utility must be registered on title.
- (l) **PRIOR TO THE ISSUANCE OF BUILDING OCCUPANCY** a certification letter must be provided for all new rock faces, in accordance with the City Certification Requirements.
- (m) **PRIOR TO THE RELEASE OF DEPOSITS**, and once the work associated with the Site Plan Control Agreement has been completed, the Owner will update the City as built drawings for XXXXXXXX Avenue to show the as-constructed data for the servicing, entrance details, storm water management facilities, etc. The method of updating the as-built drawings will be determined by the General Manager of Growth and Development.
- (n) All works proposed along the property line, which may require excavation or regrading of the adjacent property, must be brought to the attention of the adjacent property owner and may proceed only with the adjacent property owners consent.
- (o) The Owner understands that a 150mm diameter connection to the existing municipal 250 mm water main on XXXXXXXX Avenue can provide a Fire Flow Rate of xxxxx L/s with 20 p.s.i. residual, a Domestic Max Day Pressure of xxxxxxxx p.s.i. and a Domestic Max Hour Pressure of xxxxxxxx p.s.i. at an elevation of xxxxxx m at the property line. These results are

derived at by utilizing a theoretical computer model based on the City's available data. Should the owner require additional Fire Flow or a higher Domestic Pressure for the development than presently exists, the Owner will be responsible for carrying out all the necessary work on the municipal watermain systems and/or private property to ensure that the Owner's needs are satisfied. All costs associated with this work will be borne totally by the Owner and all the work will be carried out to the satisfaction of the General Manager of Infrastructure Services and/or the Chief Building Official and/or the Fire Department.

- (p) Upon completion of the construction of the private water system and prior to connection to the municipal system, the Owner's engineer will make the necessary arrangements to test the system in accordance with current City Standards. This work shall be completed in accordance with the City's "Protocol for New Watermain, Water Service and Wastewater Connections."
- (q) **PRIOR TO THE ISSUANCE OF BUILDING OCCUPANCY** the owner will submit the certification package for the water service installation in accordance with the City's certification package requirements.
- (r) The owner understands that they are responsible for the maintenance of the private fire hydrants, and that they should contact the City to arrange for an annual inspection. The owner agrees that the City, its authorized employees, contractors and agents together with such equipment, machinery, vehicles as may be required, shall from time to time, enter upon the site for the purpose of inspecting the private fire hydrant in accordance with the water/waste water systems bylaw.
- (s) **PRIOR TO THE ISSUANCE OF BUILDING OCCUPANCY** the owner will submit the certification package for the sanitary service installation in accordance with the City's certification package requirements.
- (t) The owner understands and agrees that they are responsible for the maintenance of all walkway and driveway connections to the Municipal road and sidewalk; including all snow and ice removal, repair of any uneven surfaces, repair of damaged curb depressions and related accessibility requirements, and refreshment of zebra striping and/or stop bars.
- (u) All work on the municipal right-of-way must be constructed by an approved contractor, after the Owner has obtained a "Road Occupancy Permit" from the City's Infrastructure Services Department.
- (v) All work carried out on the municipal right-of-way will require the Owner to obtain insurance coverage in respect to liability for property damage and personal injury and issued in the joint names of the Owner and/or Contractor and the City (or include the City as an additional insured) in respect of any one accident or occurrence in the amount of at least Five Million (\$5,000,000.⁰⁰) Dollars exclusive of interest and costs. This coverage must be in effect until the work in the right-of-way is completed and accepted. It must contain a clause indicating that the insurance provision of the policy or policies will not be changed or cancelled without at least thirty days prior written notice being given to the City.
- (w) The Owner agrees to implement and maintain the measures indicated in the storm water management report for the quality control of the site storm water, and also agrees to the following:
 - i) The Owner shall adequately maintain the stormwater management facilities as set out in the Stormwater Management Maintenance Protocol and attached as Schedule XXX to the Agreement. This includes all pipes and channels built to convey stormwater to the

facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

- ii) **The Owner agrees to provide the City with an annual maintenance report as set out in the Stormwater Management Maintenance Protocol for the Storm Water Management Facilities; indicating the work performed, the remaining capacity of the facility, and the quantity of any material removed. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. All deficiencies shall be corrected prior to submitting the report to the City. Copies of the Maintenance reports must be retained on the site and made readily available to the City's By-law enforcement officers.**
- iii) All uncontrolled discharges observed leaving the storm water management facility must be brought to the attention of the City immediately.
- iv) The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- vi) In the event the Owner fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Owner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
- vii) The Owner will perform the work necessary to keep these facilities in good working order as appropriate.
- viii) In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work or labour, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
- vix) This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly
- (x) The stormwater generated on site will be contained on the property and discharged into the existing municipal drainage system. No stormwater will be permitted to flow onto the travelled portion of Second Avenue and/or abutting properties, unless a drainage agreement is in place.

4.(3) The Owner understands and agrees that the Owner must sign and complete all Agreements as required by Greater Sudbury Hydro Inc. for the installation/connection

and/or continued Hydro service to the "Subject Land", as well as, being subject to existing Greater Sudbury Hydro Inc. Service Requirements.

4.(4) The Owner understands and agrees that the Owner must transfer an easement, to be registered on title to the "Subject Land", to Greater Sudbury Hydro Inc. for any plant installed on the "Subject Land" to the satisfaction of the Manager of the Engineering Department and further agrees that all survey and legal costs associated with the above will be borne by the Owner. The Owner is also responsible for obtaining/providing a Postponement in favour of Greater Sudbury Hydro Inc.'s interest with respect to any and all existing Charge/Mortgage of Land registered on title to the "Subject Land". The Owner will be responsible for all costs associated with obtaining the said postponement.

4.(5) The Owner understands and agrees that the Owner must transfer a four (4) metre wide easement, to be registered on title to the "Subject Land", to Greater Sudbury Hydro Inc. for that portion of the "Subject Land" that fronts on any existing or proposed road allowances, to the satisfaction of the Manager of the Engineering Department and further agrees that all survey and legal costs associated with the above will be borne by the Owner. The Owner is also responsible for obtaining/providing a Postponement in favour of Greater Sudbury Hydro Inc.'s interest with respect to any and all existing Charge/Mortgage of Land registered on title to the "Subject Land". The Owner will be responsible for all costs associated with obtaining the said postponement.

4.(6) The Owner understands and agrees that prior to the connection of an electric service to the "Subject Land" an "Agreement to Grant Easement" must be registered on title to the "Subject Land" in favour of Greater Sudbury Hydro Inc. This document should be registered at the same time as the Site Plan Control Agreement is registered on title. The Owner further agrees that all legal costs associated with the above will be borne by the Owner. The Owners is also responsible for obtaining/providing a Postponement in favour of Greater Sudbury Hydro Inc.'s interest with respect to any and all existing Charge/Mortgage of Land registered on title to the "Subject Land". The Owner will be responsible for all costs associated with obtaining the said postponement.

4.(7) The Owner understands and agrees that the upgrading, rearrangements or replacement of existing Hydro plant to provide the required grade clearances and/or service supply (continued or new) to the "Subject Land" will be at one hundred (100) percent cost to the Owner.

4.(8) The Owner understands and agrees that the "Subject Land" shall be considered as one parcel of land and that no part shall be independently sold, mortgaged or otherwise dealt with, but must be sold, mortgaged or otherwise dealt with as a single unit.

4.(9) The Owner understands and agrees that prior to erecting any signs on the "Subject Land", the Owner must obtain a sign permit from the City By-Law Section. All signs must conform to the applicable by-law.

4.(10) The Owner understands and agrees that gabion baskets are not permitted and further agrees that any rock rubble slopes must be treated with topsoil, grass and trees.

4.(11) Notwithstanding Schedule "A", the minimum size at the time of planting for deciduous trees must be seventy (70) millimetres caliper measured at one hundred and fifty (150) millimetres above ground and the minimum height for coniferous trees must be one point six (1.6) metres.

4.(12) The Owner understands and agrees that based on anticipated removal of rock through blasting, for both infrastructure and building construction, the following conditions will be imposed:

- (a) the Owner will be required to provide a geotechnical report on how the work related to blasting shall be undertaken safely to protect adjoining structures and other infrastructure. The geotechnical report shall be undertaken by a blasting consultant defined as a professional engineer

licensed in the Province of Ontario with a minimum of five (5) years experience related to blasting;

- (b) a blasting consultant shall be retained by the Owner and shall be independent of the contractor and any subcontractor doing blasting work. The blasting consultant shall be required to complete specified monitoring recommended in his/her report of vibration levels and provide a report detailing those recorded vibration levels. Copies of the recorded ground vibration documents shall be provided to the contractor and contract administrator weekly or upon request for this specific project;
- (c) the geotechnical report will provide recommendations and specifications on the following activity as a minimum but not limited to:
 - (i) pre-blast survey of surface structures and infrastructure within affected area;
 - (ii) trial blast activities;
 - (iii) procedures during blasting;
 - (iv) procedures for addressing blasting damage complaints;
 - (v) blast notification mechanism to adjoining residences; and
 - (vi) structural stability of exposed rock faces;
- (d) the geotechnical report shall be submitted for review to the satisfaction of the Chief Building Official prior to the commencement of any removal of rock by blasting; and
- (e) should the Owner's schedule require to commence blasting and rock removal prior to the Site Plan Control Agreement having been signed and registered, a site alteration permit shall be required under the City of Greater Sudbury's By-law 2009-170 and shall require a similar geotechnical report as a minimum prior to its issuance.

4.(13) The Owner agrees to maintain sight lines through the hatched area on Schedule "A" labelled as "Area to Remain Open (sight Distances)". This includes clearing vegetation and snow.

5. The Owner covenants and agrees that all conditions as set out in Sections 2, 3, and 4 and as shown on Schedule "A", shall be completed within two (2) years of the issuance of any building permit or of the execution of this Agreement.

6. The Owner further covenants and agrees that **PRIOR TO RECEIVING ANY BUILDING PERMIT** the Owner will deposit with the City Treasurer the sum of (**\$ _____ .00**) **DOLLARS** in Canadian dollars or by way of an Irrevocable Letter of Credit to ensure fulfilment of all the terms and conditions of this Agreement.

The Irrevocable Letter of Credit must be in a form satisfactory to the City Solicitor, and must allow draws to be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.

Upon completion of all works and services required by this Agreement to the satisfaction of the Director of Planning Services, the City shall return any deposit to the then-Owner of the "Subject Land", without interest.

Should the Owner default in any of the Owner's obligations as contained in this Agreement, or fail to provide or construct any of the works described in this Agreement in the time limit provided herein, the City, at its option, may enter upon the "Subject Land" and complete such obligations or works and charge the total cost thereof to the Owner who shall pay the same to the City forthwith upon demand.

Should the Owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.

Should the cost exceed the amount of the deposit, the balance shall be added to the Collector's Tax Roll and collected in a like manner as taxes.

In case of default the City may also, at its option, first place a demand upon the Irrevocable Letter of Credit or take the deposit and place such amount into an account, and then secondly take steps to have the work performed, and in such event the above provisions relating to the cost of the completion of the obligations shall apply.

7. The Owner further covenants and agrees that the Owner shall, **PRIOR TO THE REGISTRATION OF THIS AGREEMENT OR RECEIVING ANY BUILDING PERMIT**, deposit with the City Treasurer the sum of (**\$_____**.00) **DOLLARS** in Canadian Dollars or by way of an Irrevocable Letter of Credit in a form acceptable to the City Solicitor to ensure the satisfactory performance of all work to be done on Municipal public streets or highways or on what are to become Municipal streets or highways.

The Irrevocable Letter of Credit must be in a form satisfactory to the City Solicitor, and must allow the City to make draws, if necessary, to perform this work or any part of it, or to pay or settle any Construction Lien claims, or for payment into court under Section 17(4) of the *Construction Lien Act*, R.S.O. 1990, Chapter C.30.

Upon completion of all works and services required by this clause to the satisfaction of the General Manager of Infrastructure Services of the City of Greater Sudbury and upon the expiry of the time for filing Construction Lien claims, and if no such claims have been received, the City shall return any deposit to the then-Owner of the "Subject Land", without interest, as described in the City's current Site Plan Control Guide. Upon expiration of any warranty period described in the City's current Site Plan Control Guide, the City shall return the remaining deposits to the then-Owner of the "Subject Land", without interest.

In case of default the City may also, at its option, first place a demand upon the Irrevocable Letter of Credit or take the deposit and place such amount into an account, and then secondly take steps to have the work performed, and in such event the above provisions relating to the cost of the completion of the obligations shall apply.

8. The Owner will indemnify the City and each of their officers, servants and agents from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply or non-supply of material therefor, whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or the Owner's contractors, officers, servants or agents, or whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or the Owner's contractors, officers, servants, or agents, or the City, or their officers, servants or agents, unless the loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings is caused solely by the negligence of the City, its employees or agents while acting within the scope of their employment, roles or duties.

9. Unless otherwise specifically provided in this agreement, no consent or approval of the City shall be unreasonably withheld or delayed and all determinations and decisions by the City shall be made by the City acting reasonably. Nothing herein shall prevent the City from withholding its consent or approval or granting same subject to conditions.

10. The Owner hereby consents to the registration of this Agreement against the "Subject Land" and understand that the said Agreement shall remain on title in perpetuity. The Owner also authorizes and directs the City Solicitor to register

electronically on the Owner's behalf this Agreement as well as any other documents required to complete the transaction or agreement.

In this regard, the Schedules referred to in this Agreement **may be viewed at the City of Greater Sudbury Clerk's Office.**

11. The Owner understands and agrees that the Owner shall be responsible for all fees incurred in the registration of this Agreement against the title to the "Subject Land" and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register the Agreement.

12. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.

13. The Owner shall pay to the City upon the execution of this Agreement the fees for the preparation of the agreement and for the preparation of any postponements of any mortgages or other encumbrances in the amount determined in accordance with the City's Miscellaneous User Fees By-law then in effect and the actual associated costs incurred or to be incurred by the City for search of title, registration and related expenses, as provided for in the City's Miscellaneous User Fee By-law.

14. The Owner understands and agrees that no additional structures, building additions or new buildings on the "Subject Land", and no removal of any elements shown on Schedule "A", shall take place without an amendment to this Agreement first occurring.

15. The Owner understands and agrees that nothing in this Agreement authorizes the use of the "Subject Land" for any use other than that permitted by the existing zoning.

16. The Owner understands and agrees that the City will provide one inspection at no charge to determine whether or not the work shown on the site plan(s) has been complied with. A fee will be assessed, in accordance with City Council's Policy, for any subsequent inspections required to determine if the deficiencies have been rectified.

17. The Owner understands and agrees that if the development does not proceed within a period of three (3) years from the date of this Agreement the contents of this Site Plan Control Agreement will have to be reviewed and renegotiated between the parties and a new Site Plan Control Agreement or Amendment containing up-to-date standards for the City and for all commenting agencies will apply. If any area on the Plan is not completed within the three (3) year period outlined herein, reexamination and renegotiation of a new Site Plan Control Agreement or Amendment will be required with up-to-date standards applicable.

18. Nothing in this Site Plan Control Agreement:

- (a) is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the "Subject Land" for compliance or non-compliance or to provide an opinion or view respecting any condition of development or to request or require compliance with the conditions of this Agreement; or
- (b) is intended to be or shall be construed to be a representation by the City regarding compliance of the "Subject Land" with applicable environmental laws, regulations, policies, standards, permits or approvals.

In this regard, the Owner acknowledge that the onus is upon the person developing the "Subject Land" to comply with all applicable environmental laws, regulations, policies, standards, permits and approvals, including where applicable, compliance with the *Ontario Environmental Protection Act* and Ontario Regulation 153/04 pertaining to records of site condition.

19. The terms of this Agreement may be amended, altered, substituted, deleted, replaced or added to only if such modification is in writing, signed by both parties and expressly stated to be a modification of this Agreement.

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and enforced in the Superior Court in the District of Sudbury.

21. If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be binding as though such invalid or unenforceable provision had not been included in this Agreement.

22. In this agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

23. Should any provisions of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that both Parties, directly or through their agents have participated in the preparation of this agreement.

24. The Owner acknowledges that the Owner has been advised to consult a lawyer before executing this Agreement. The Owner represents and warrants that the Owner has either obtained independent legal advice from the Owner's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Owner representx and warrants that the Owner has read this Agreement and understands the terms and conditions and the Owner's rights and obligations under this Agreement and agrees to be bound by it.

25. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective hands and seals to these presents.

CITY OF GREATER SUDBURY

CHIEF BUILDING OFFICIAL

NAME OF OWNER

Per: _____

Name,
Position

Per: _____

Name,
Position

I/We have authority to bind the Corporation.