

**TOWNSHIP OF ST. CLAIR**

**BY-LAW NUMBER 25 OF 2011**

Being a By-law to authorize execution of a Site Plan Control Agreement with Provident Energy Ltd. and the Township of St. Clair at Part of PIN 43497-0214 LT, Part of Lot 25, Concession 12, and Part of Lot 26, Concession 12, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designation as Parts 1 to 17 and 21 to 26, all inclusive on Plan 25R-9709 being part of the PIN. PIN 43497-0224 LT, Part of Lot 25, Concession 12, and Part of Lot 26, Concession 11, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designated as Parts 17 to 20 and 27 to 34, all inclusive on Plan 25R-9709 and part Lot 25 Concession 11(MO) mineral rights only designated as Part 1 on Plan 25R-304, geographic Township of Moore, Township of St. Clair

\*\*\*\*\*

**WHEREAS** it is deemed expedient that the Corporation of the Township of St. Clair enter into a Site Plan Agreement with Provident Energy Ltd.

**NOW THEREFORE** the Council of the Corporation of the Township of St. Clair enacts as follows:

1. That the Corporation of the Township of St. Clair enter into an agreement with Provident Energy Ltd. in the form of a site plan agreement, a copy of which is attached.
2. That the Mayor and Clerk are authorized to execute such agreement, and to Affix the Corporate Seal of the Corporation thereto.
3. This by-law shall come into force and take effect upon the final passing thereof.

**READ** a first, second and third time and finally passed this 18<sup>th</sup> day of April, 2011.

  
MAYOR

  
CLERK

## **SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT** made this 18<sup>th</sup> day of April, 2011.

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

**PROVIDENT ENERGY LTD.**  
(hereinafter called the "Owner")

-and-

**TOWNSHIP OF ST. CLAIR**  
(hereinafter called the "Municipality")

**WHEREAS** the Owner has represented to the Municipality that the land described in Schedule "A" hereto is owned by the Owner;

**AND WHEREAS** by an application dated February 1, 2011, the Owner applied to the Municipality for site plan approval in respect of its development of the land described in Schedule "A";

**AND WHEREAS** the Municipality approved the plans and drawings submitted with the Owner's application on February 1, 2011, subject to certain conditions;

**AND WHEREAS** the Municipality provided approval of the Owner's application subject to the Owner entering into an agreement as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c.P13, <sup>4</sup>

**AND WHEREAS** the Upper-Tier Municipality was advised of the proposed development and is hereby executing this Agreement in order to secure the provision of certain facilities, works and matters.

**AND WHEREAS** subs. 41 (10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies in order to secure the provision of works, facilities or matters referred to in subs. 41 (7) and (8) of the *Planning Act* and the construction of the development in accordance with the approved plans and drawings;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

### **PART 1**

#### **GENERAL**

##### **1. Subject Lands**

The lands affected by this Agreement are as follows:

Part of PIN 43497-0214 LT

Part of Lot 25, Concession 12, and part of Lot 26, Concession 12, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designation as Parts 1 to 17 and 21 to 26, all inclusive on Plan 25R-9709 being part of the PIN.

PIN 43497-0224 LT

Part of Lot 25, Concession 12, and Part of Lot 26, Concession 11, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designated as Parts 17 to 20 and 27 to 34, all inclusive on Plan 25R-9709 and part Lot 25 Concession 11(MO) mineral rights only designated as Part 1 on Plan 25R-304.

## **2. Schedules**

The following schedules are attached hereto and form part of this Agreement:

- 2.1 "SCHEDULE A" being a description of the lands affected by this Agreement.
- 2.2 "SCHEDULE B" being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided.
- 2.4 "SCHEDULE C" being copies of the approved plans and drawings referred to in Part II of this Agreement.
- 2.5 "SCHEDULE D" being a letter from the MTO permitting the access from Highway 40 for this development
- 2.6 "SCHEDULE E" being a copy of EJP02 – Site Hazardous Leak/Fire/Explosion emergency job procedure
- 2.7 "SCHEDULE F" being a copy of the noise study proving acceptable levels for operation in close proximity to Corunna
- 2.8 "SCHEDULE G" being the blast and ignition radiuses for propane storage bullets on site.
- 2.9 "SCHEDULE H" being a copy of the operations Certificate of Approval for the entire site operation
- 2.10 "SCHEDULE I" being a landscape drawing and quote provided by Degroots to satisfy the landscaping requirement

## **PART II**

### **APPROVED PLANS**

## **3. Approved Plans and Drawings**

The Municipality has approved the following plans and drawings that are attached hereto and form part of this Agreement:

- 3.1 **SITE PLAN**  
Identified as Drawings: A400-P10-002 & A420-P01-0001A  
Prepared by: Worley Parsons  
Date Approved: April 5, 2011
- 3.2 **GRADING AND DRAINAGE**  
Identified as Drawings: A431-1017 & A400-1003  
Prepared by: Worley Parsons  
Date Approved: April 18, 2011

3.3 **LANDSCAPING PLAN**  
Identified as Drawing: A400-P10-002  
Prepared by: Worley Parsons  
Date Approved: April 13, 2011

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above-referenced plans and drawings.

4. **Approved Structure(s)**

The Owner acknowledges that the Municipality's review and approval of the submitted plans and drawings is on the basis of a proposal for the construction of a [type of building or structure]. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the plans or drawings noted above and no construction shall take place contrary to such plans and drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said plans and drawings shall comply with all relevant provisions of the building or zoning or other by-law or laws of the Municipality, and all regulations or laws of any other governmental body.

5. **Conformity with Agreement**

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the approved Site Plan, all other plans and specifications submitted to and accepted by the Municipality and by such other agencies or approval authorities as may be applicable.

**PART III**

**TERMS & CONDITIONS**

6. **Compliance with Building Code**

The Owner acknowledges that compliance with the Ontario Building Code and the regulations thereunder is mandatory.

7. **No Unauthorized Subdivision or Severance**

The Owner covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the *Planning Act* or any other similar legislation.

8. **Building Permits**

The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands.

9. **Occupancy**

- (a) The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, and that

the internal water distribution and sanitary sewer collection have been tested and approved and are operating in accordance with the conditions established by the Municipality.

- (b) To ensure compliance with Clause 8 above, the Owner covenants and agrees that the Municipality may draw upon any security the Owner has provided to the Municipality, if in the opinion of the Building Director, a building or part thereof is occupied contrary to said provision.
- (c) In the event that a building or unit is occupied otherwise than in accordance with the provisions of Subclause 8, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality.

#### **10. Professional Engineer**

The Owner covenants and agrees to retain a Professional Engineer (hereinafter referred to as the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports that are to be submitted to the Director of Engineering for his/her approval.

The Owner's Engineer will be required to inspect and certify to the Director of Engineering that all internal and external services, grading, and storm water management requirements have been constructed in accordance with the approved Engineering Drawings and reports, prior to the reduction of the Letter of Credit held for engineering-related works. The certificate, or certificates, shall be in a format acceptable to the Director of Engineering. The Director of Engineering may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.

#### **11. Entry by Municipality**

The Municipality may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any works, services or facilities required to be provided, constructed or installed by the Owner comply with this Agreement.

#### **12. Maintenance of Internal Works & Facilities**

The Owner covenants and agrees that once all works, services and facilities required to be provided, constructed or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications and in a good and workmanlike manner, it shall maintain such works, services and facilities in the approved condition until this Agreement is amended or otherwise released from title. In the event that any of the internal works, services or facilities are not being maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

### **13. General Conditions**

The Owner covenants and agrees as follows:

#### ***Highway Widenings***

- (a) To convey, in fee simple and free from encumbrances, any land which may be required by the Municipality, for the purpose of road widenings.

The Owner hereby agrees to undertake a traffic study if requested by the Township and implement the recommendations of such study.

#### ***Access Facilities***

- (b) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road.
- (c) The existing access from Highway 40 is permitted for this development but the Owner agrees in the future to undertake a traffic study in the event traffic increases to the site become problematic according to the Council of the Township.
- (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Municipality's Fire Chief or his designate and to satisfy any other requirements of the Fire Department at the Owner's expense.
- (e) To pave with asphalt or another surface approved by the Township, the portion of any new access from the property line to the edge of the traveled part of any road.
- (f) To ensure all internal access roads are 6 meters in width to accommodate emergency vehicles in the event of an incident
- (g) That the sections of the access and internal roads which are to serve both ingress and egress traffic shall be at least 7 meters in width to ensure even a parked truck would not interfere with traffic in both directions

#### ***Parking and Loading Facilities***

- (h) To pave with asphalt, concrete or any other approved surface material all parking, loading and walkway areas to the Municipality's specification. All parking spaces are to be properly demarcated. The aisle width to the parking spaces is required to be no less than 6 metres.
- (i) All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. Parking spaces for the disabled shall have a minimum width of 4.4 metres and a minimum length of 6 metres. All other parking spaces will have a minimum width of 2.7 metres and a minimum length of 6 metres. All paved parking and loading areas shall be constructed and maintained to the Municipality's satisfaction, within two years.
- (j) To construct the rail loading area as per the drawings in Schedule "C". If more loading areas are to be installed, the Owner agrees to apply for an amendment to this Agreement.

#### ***Walkways***

- (k) Any pedestrian walkways are hard-surfaced and identified on the drawings shown by Schedule "C".

### ***Lighting Facilities***

- (l) All light standards as identified by drawings in Schedule "C" are to be deflected inland as to not pollute abutting land owners with flooded light.

### ***Landscaping and Fencing***

- (m) To complete landscaping and planting on the Lands in accordance with the approved Landscape Plan.
- (n) To plant a mix of deciduous and coniferous trees at the top of the berm at a spacing of 50 feet. These are to be planted atop a 3 meter tall clay berm in accordance with the landscaping plan in Schedule "C".
- (o) To maintain a fence around the perimeter of the process area of the plant to restrict access to non-employees.

### ***Garbage Collection***

- (p) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park-lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of forty-eight (48) hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner will be charged for all expenses incurred by the Municipality and the Owner further agrees that the Municipality may make such charge against the security filed with the Municipality.

### ***Easements***

- (q) To obtain written confirmation from the appropriate entities that all public utility requirements for the Lands, including but not limited to telephone, telecommunications, cable television, hydro-electric power, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.

### ***Grading and Water Disposal***

- (r) Not to permit the Lands to drain otherwise than into a properly installed drainage system and to implement and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Municipality from any liability for excess run-off as a result of construction or development on the Lands.

### ***Snow Removal***

- (s) To provide regular removal of snow from the site [or to provide sufficient snow storage areas on the Lands], and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
- (t) To remove snow from the access lane and from all fire routes within 24 hours of snowfall. If snow is not removed within 24 hours after snowfall, the Municipality is hereby authorized to remove the snow at full expense of the Owner in order to keep emergency access clear.

### ***General Provisions***

- (u) The septic system is to be approved by the County of Lambton Private Sewage System Coordinator.
  - (v) To file with the Director of Engineering, following completion of construction of any services a complete set of "as constructed drawings" for the services.
  - (w) To provide, during all hours of construction, competent on-site supervision of all works required to be done on all public and private lands and building construction to be undertaken on the Lands.
  - (x) That no signage, satellite dishes, antennae or associated equipment rooms will be permitted on the roof and that all permitted roof-top equipment shall be adequately screened from view.
  - (y) To verify the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.
  - (z) To erect solid hoarding surrounding the construction on the Lands and to maintain same until final completion of construction.
- 
- (aa) To make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.
  - (bb) To comply with all provisions of the Municipality's noise by-law.
  - (cc) The Owner provide appropriate risk and safety management plans and hazard distances and any updates as required by the Township's Fire Chief to the Township.

### **Emergency Management**

The Owner shall provide an emergency management plan to the Fire Department and the Municipality's Deputy Clerk dealing with fire safety and emergency response and agrees to promptly provide the Fire Department with any future updates or amendments thereto.

## **PART IV**

### **SPECIAL TERMS & CONDITIONS**

#### **Parkland Dedication**

The Owner agrees to pay the equivalent of 2% of the land value the day prior to the issuance of a building permit for the development subject to this Agreement as per Section B.15.1.5(b) of the Township Official Plan and in accordance with Section 42(1) of the Planning Act.

#### **External Services**

- (a) The costs of installing oversized or external services shall be paid for in full by the Owner.
- (b) The Owner covenants and agrees that the Municipality may draw upon any security the Owner has provided to the Municipality if, in the opinion of the Township in consultation with the County of Lambton Public Works Department, the external infrastructure is in need of repair or reconstruction in light of activity associated with the development onsite of the subject lands.



In the event that the costs of the work is more than the Letter of Credit, the Municipality may collect such deficiency from the Owner by demand or in like manner as municipal taxes that are overdue and payable. The public authority germane to the road may carry out repairs to roadways at the Owner's expense if such repairs are not carried out within 48 hours of notice to the Owner or his consulting engineer.

## **PART V**

### **FINANCIAL CONDITIONS, SECURITY AND INSURANCE**

#### **14. Processing and Approval Fees**

The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, the following fees:

- (a) All fees outlined in Schedule "B"
- (b) The Owner hereby agrees to pay to the Township the full cost of registration of the site plan agreement on title of lands outlined in Schedule "A" within thirty (30) days of receiving notice from the Township. In the event the Owner has not paid the registration fees within thirty (30) days of receiving notice from the Township, the Owner hereby agrees and authorizes the Township to withhold any or all letters of credit submitted until such time as the fee(s) are paid in full.

#### **16 Letter of Credit**

- (a) In order to guarantee compliance with all conditions contained herein, with the exception of non-occupancy as noted in Section 8, the Owner covenants and agrees to file with the Municipality upon execution of this Agreement, a letter or letters of credit in the amount(s) set out in Schedule "B" hereto. The letter(s) of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter(s) of credit shall be kept in full force and effect and that it will pay all premiums as the said letter(s) of credit become due or until such time as the Municipality returns the letter(s) of credit once all works have been completed to the satisfaction of the Municipality.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter(s) of credit to the extent necessary and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the letter(s) of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding Schedule "B" to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is satisfactorily completed or the Municipality has sufficient security to ensure that such work will be completed.
- (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer cash or certified cheque in an amount equal to the letter of credit and such deposit

- shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.
- (e) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any letter(s) of credit required under this Agreement until the new owner files with the Municipality a substitute letter of credit or such other security as may be permitted in the required amounts.

**17. Insurance**

The Owner shall provide to the Municipality and/or Upper Tier Municipality, on or prior to the execution of this Agreement, a general comprehensive liability insurance policy [certificate of insurance] in the amount of \$1,000,000 in a form satisfactory to the Municipality and/or Upper Tier Municipality, indemnifying the Municipality and/or Upper Tier Municipality from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Owner. The policy shall contain a cross-liability clause naming the Municipality and/or Upper Tier Municipality as a co-insured. The policy shall be maintained in full force and effect until the public works have been assumed by the Municipality and/or Upper Tier Municipality. In the event that any renewal premium is not paid, the Municipality and/or Upper Tier Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within thirty (30) days of the account therefore being rendered by the Municipality and/or Upper Tier Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits.

**PART VI**

**ADMINISTRATION**

**18. Notice**

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Randy Alwood,

4391 Highway 40,  
Corunna, ON  
N0N 1G0

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Planning Department  
Township of St. Clair  
1155 Emily Street  
Mooretown, Ontario N0N 1M0

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement

**19. Registration of Agreement**

The Owner hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

**20. Postponement and Subordination**

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

**21. Enforcement**

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with S.326 of the *Municipal Act*.

**22. Other Applicable Laws**

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

**23. Termination of Agreement**

If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid the Owner pursuant to this Agreement shall be in the sole discretion of the Municipality, but under no circumstances will interest be paid on any refund.

**24. Waiver**

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement

**25. Extension of Time**

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

**26. Governing Law**

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario

**27. Successors and Assigns**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**SIGNED, SEALED AND DELIVERED**

(SEAL)

THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

per: \_\_\_\_\_

  
MAYOR

  
CLERK

(SEAL)

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

## SCHEDULE "A"

### Description of Lands affected by this Agreement:

Part of PIN 43497-0214 LT

Part of Lot 25, Concession 12, and part of Lot 26, Concession 12, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designation as Parts 1 to 17 and 21 to 26, all inclusive on Plan 25R-9709 being part of the PIN.

PIN 43497-0224 LT

Part of Lot 25, Concession 12, and Part of Lot 26, Concession 11, Geographic Township of Moore, Township of St. Clair, County of Lambton, Designated as Parts 17 to 20 and 27 to 34, all inclusive on Plan 25R-9709 and part Lot 25 Concession 11(MO) mineral rights only designated as Part 1 on Plan 25R-304.

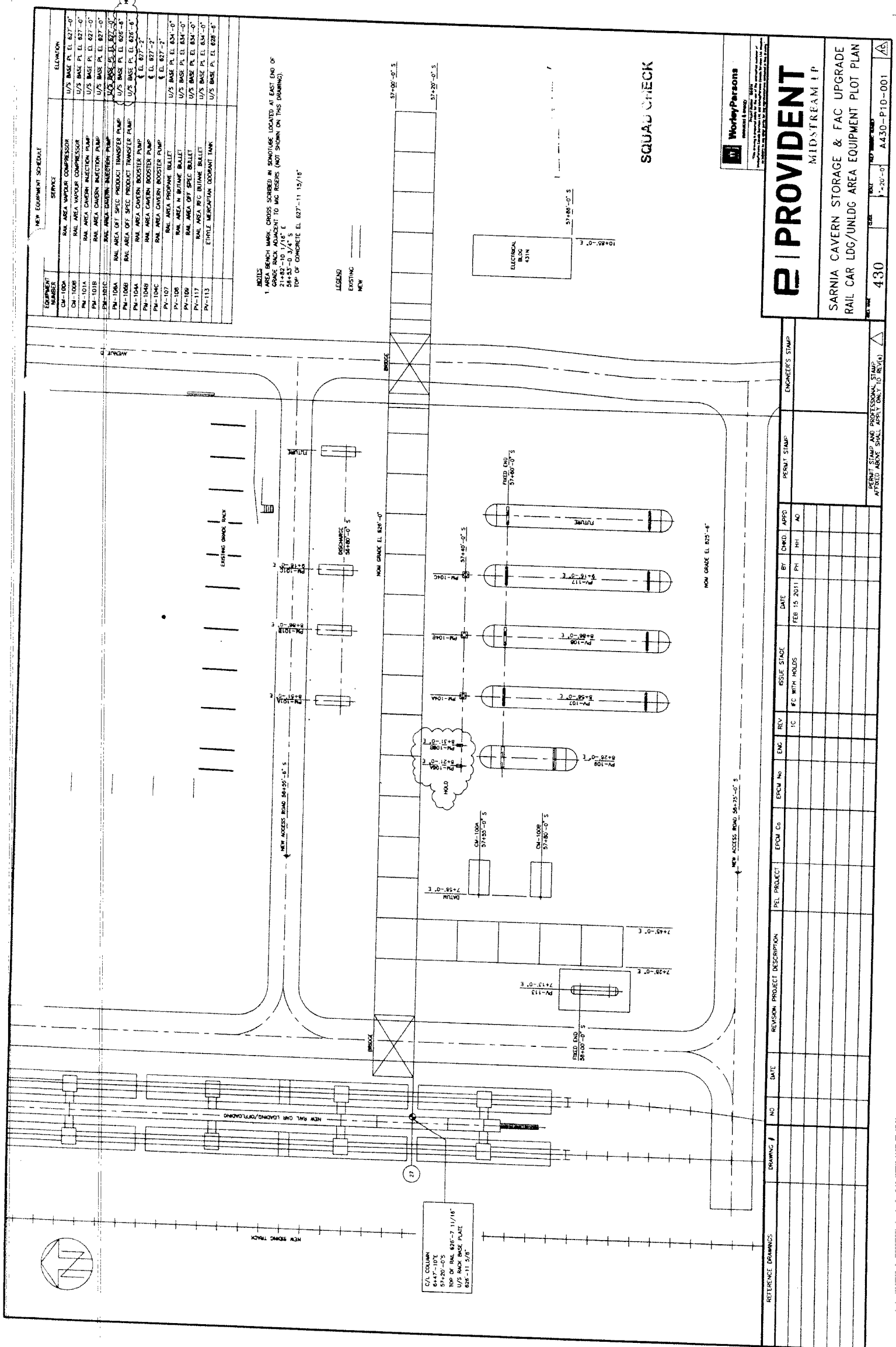
## SCHEDULE "B"

Being a Schedule to identify two financial obligations incurred by the Owner by the signing of this Agreement;

For the purposes of fulfilling all commitments in respect to the landscaping plan, a letter of credit in the amount of \$11,186 will be collected upon the signing of this Agreement as per a quote from Degroot's Nurseries and shown by Schedule "I" to this Agreement.

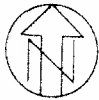
The full amount shown above will be returned to the Owner only when a 3 meter high berm is installed as per the drawings in Schedule "C" and a row of deciduous and coniferous trees are planted on top with a 50 foot separation.

For the purposes of Parkland Dedication, the Owner hereby agrees to provide the Township with a cheque in the amount of \$204 for cash in lieu of Parkland as per Section 51.1. of the Planning Act.









PARKER DRAIN

PARKER DRAIN

BERM

AI-5551  
CHLORIDE  
PROBE

RAIL  
LOADING

AI-5552  
CHLORIDE  
PROBE

CONTROL  
ROOM

HC1

HC3

HC5

BR1

BR3

BR5

HC7

HC2

HC4

HC6

HC8

BR4

BR6

HC9

HC10

HC11

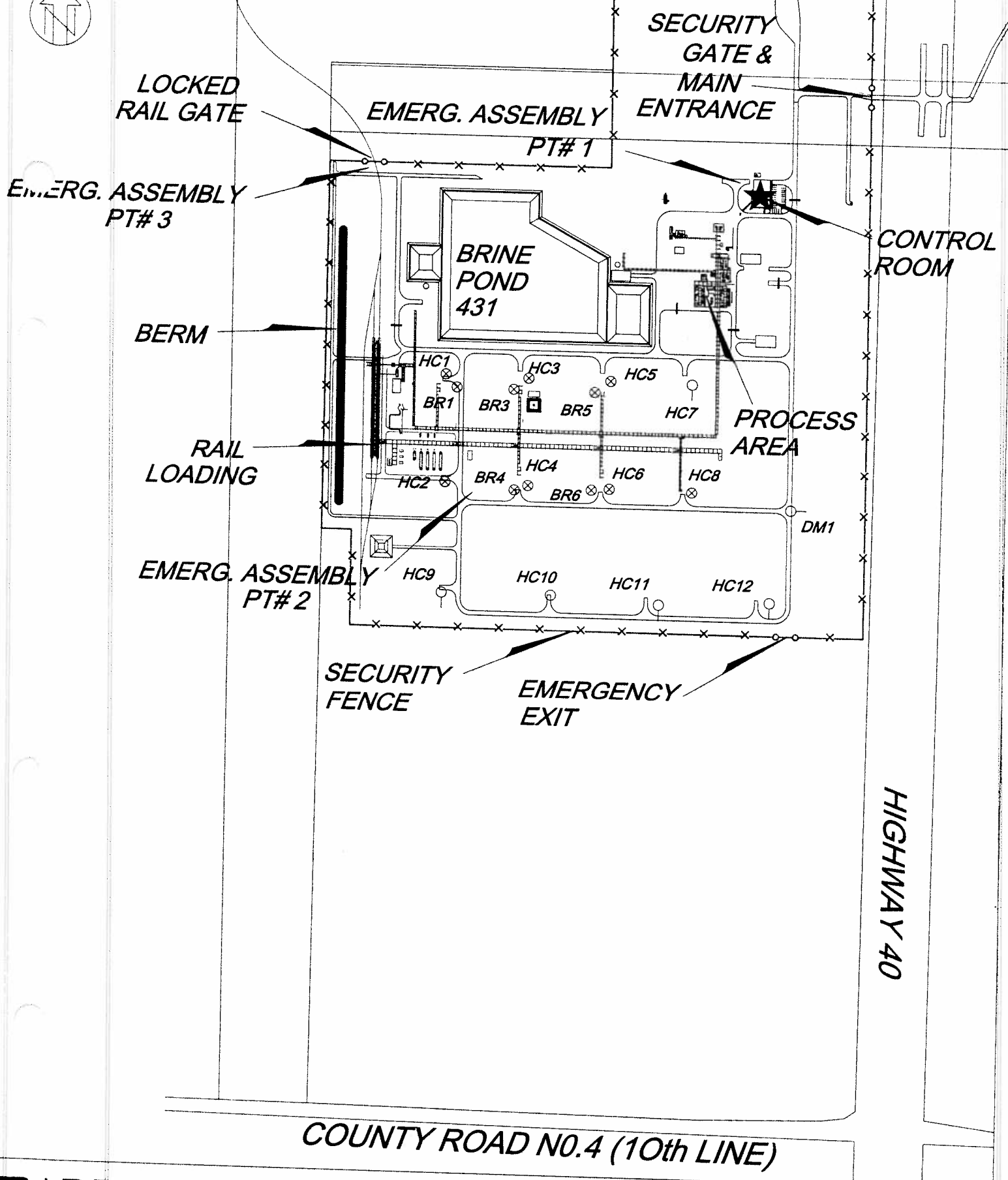
HC12

DM1

HIGHWAY 40

COUNTY ROAD NO.4 (10th LINE)

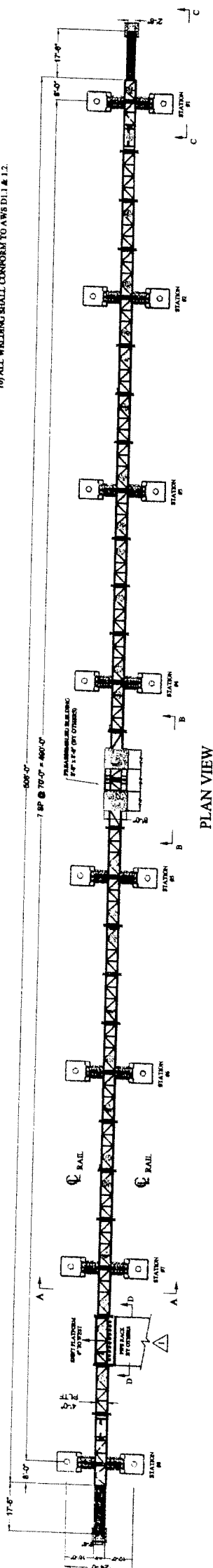
**PROVIDENT**  
ENERGY LTD.



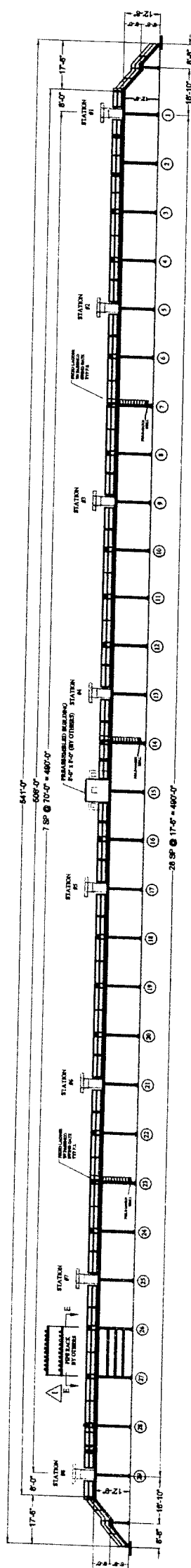


**NOTES:**

- 1) ALL STRUCTURAL STEEL SHALL BE HOT DIPPED GALVANIZED
- 2) GAWWAYS SHALL BE SPRING BALANCE OPERATION
- 3) GAWWAY BODY AND CAGE SHALL BE ALUMINUM CONSTRUCTION
- 4) PLATFORM LIVE LOAD = 180 PSF
- 5) GAWWAY LIVE LOAD = 300 LBS
- 6) ALL STRUCTURAL PARTS ARE A325 HIGH STRENGTH
- 7) PLATFORM WALK SURFACE SHALL BE 1/4" x 3/4" SEPARATED BAR GRATING - ALL FIELD CONNECTIONS SHALL BE BOLTED, ON FIELD WELDING
- 8) HANDRAILS AND STAIRS SHALL MEET OSHA & CANADIAN OHS REQUIREMENTS
- 9) ALL WELDING SHALL CONFORM TO A W.S.D 1.1 & 1.2



**PLAN VIEW**



**ELEVATION VIEW**  
**LOOKING NORTH**

## APPROVAL DRAWINGS

- ☐ Approved As Drawn  
☐ Approved As Noted  
☐ Revise And Resubmit

By \_\_\_\_\_ Date \_\_\_\_\_

**PROPRIETARY DESIGN**

THIS DRAWING IS A CONFIDENTIAL BUSINESS COMMUNICATION BETWEEN THE SENDER AND THE RECIPIENT AND MAY NOT BE COPIED, EXCERPTED OR CIRCULATED TO ANY PARTY OTHER THAN INDIVIDUALS WITHIN THE RECIPIENT'S AGENCY AND REPRESENTATIVES WHO HAVE A NEED TO KNOW IN ORDER TO EVALUATE THE SENDER'S PROPOSAL.



Florence, S.C.  
P.O. BOX 511 ~ ZIP 29503  
TEL 1-888-257-5955  
FAX 843-679-8889

**SAFE HARBOR**  
Access Systems, Inc.

CUSTOMER: PROVIDENT ENERGY LTD

CUSTOMER: PROVIDENT  
LOCATION: SARNIA

CUSTOMER P.O. #	CR-123
ITEMS:	GENERAL ARRANGEMENT LAYOUT

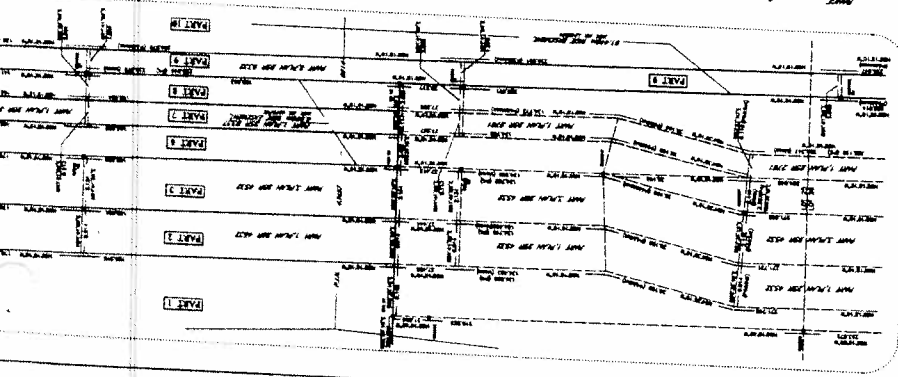
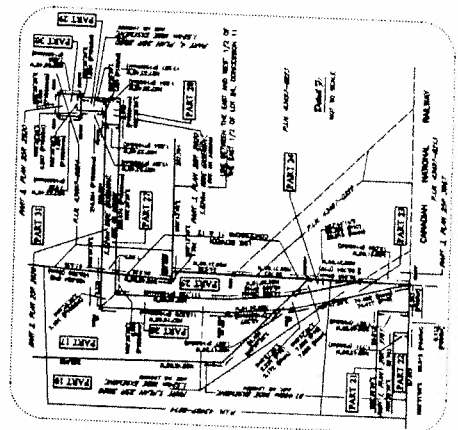
GENERAL ARRANGEMENT LAYOUT	DATE	JOB NUMBER	REV... 1
DRAWN BY			
BAP	10/1/10		

REV...	10-249	10/1/10	10-13
DATE		CHECKED BY	JNC
		DATE	
A2			

1	10-13	BAP	ROTATE NORTH ARROW, ADDED COL #S, LOCATED PIPE RACK TIE-IN POINT
REV	DATE	BY	DESCRIPTION

1	10-13	BAP	ROTATE NORTH ARROW, ADDED COL #S, LOCATED PIPE RACK TIE-IN POINT
REV	DATE	BY	DESCRIPTION





# PROVIDENT ENERGY CORUNNA FACILITIES YARD IMPROVEMENTS

ISSUED FOR CONSTRUCTION - 10/12/10

Issue Date: December 10, 2010



PROJECT NUMBER  
**060158803**

DRAWING NUMBER  
**C-0000**

ISSUE/REVISION  
**0**

## DRAWING LIST

### SHEET

### TITLE

C-0000	COVER SHEET
C-0001	GENERAL NOTES AND LEGENDS
C-0002	PROJECT LAYOUT
C-0003	SURVEY CONTROL POINT DATA
C-0004	PLAN & PROFILE STA. P+000 TO P+200
C-0005	PLAN & PROFILE STA. P+200 TO P+400
C-0006	PLAN & PROFILE STA. P+400 TO P+600
C-0007	PLAN & PROFILE STA. P+600 TO P+800
C-0008	TYPICAL SECTIONS
C-0009	TYPICAL BRIDGE CROSSING SECTION AND DETAILS
C-0010	BRIDGE CROSSING PROFILES AND TYPICAL SECTION
C-0011	BRIDGE CROSSING PROFILES AND TYPICAL SECTION
C-0012	CROSS SECTIONS STA. P+000 TO P+200
C-0013	CROSS SECTIONS STA. P+200 TO P+400
C-0014	CROSS SECTIONS STA. P+400 TO P+600
C-0015	CROSS SECTIONS STA. P+600 TO P+800
C-0016	CROSS SECTIONS STA. P+800 TO P+1000

1. THE EXISTENCE, LOCATION, AND NATURE OF UTILITIES AND/OR CONCEALED STRUCTURES AT THE PROJECT SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND DEPTH OF ALL UTILITIES AND/OR STRUCTURES AND IS RESPONSIBLE FOR NOTIFYING THE AFFECTED UTILITY OR DEPARTMENT OF PUBLIC WORKS OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.
2. UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY OTHERS. THE CONTRACTOR WILL BE REQUIRED TO COOPERATE WITH EACH OTHER PARTY IN ORDER TO EXPEDITE THE WORK REQUIRED BY THE CONTRACT.
3. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO EXCAVATE AND/OR REPAIR UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH SPECIAL EQUIPMENT. SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF SPECIAL EQUIPMENT.
4. ENVIRONMENTAL PROTECTION MEASURES AND PROCEDURES SHALL BE AS PER PREVENT ENVIRONMENTAL DEGRADATION.
5. CONTRACTOR MUST MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.
6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MAINTAINING, & REMOVING ANY TEMPORARY FACILITIES NECESSARY FOR THE PROJECT, INCLUDING, BUT NOT LIMITED TO, FENCES, GATES, CURBETS, GRADUALS, BENCHES, & TRAFFIC CONTROL DEVICES.
7. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING ACCESS TO THE SITE.
8. ALL ACCESSWAYS MUST BE MAINTAINED TO A LEVEL THAT WILL PERMIT PASSAGE BY ALL MAINTENANCE, INSPECTION, AND OPERATIONS VEHICLES AT ALL TIMES.
9. THE CONTRACTOR MUST LIMIT MOVEMENT OF CONSTRUCTION TRAFFIC TO WITHIN THE CONSTRUCTION LIMITS, AND ALL DAMAGE TO EXISTING FACILITIES OR UTILITIES OF THE CONTRACTOR AND MUST BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
10. THE CONTRACTOR IS ADVISED THAT THERE MAY BE CABLES THROUGHOUT THE CONSTRUCTION LIMITS. SPECIAL CARE MUST BE TAKEN TO ENSURE THAT THE CABLES ARE IDENTIFIED AND PROTECTED IN ACCORDANCE WITH BOP 1006.
11. ALL RAILWAY MANSION THAT MUST BE REMOVED SHALL BE RE-INSTALLED OR STORED IMMEDIATELY, ALL TO THE SATISFACTION OF THE ENGINEER.
12. THE CONTRACTOR MUST NOT ENTER ADJACENT PROPERTIES WITHOUT THE APPROVAL OF THE ENGINEER.

	EXISTING & TRACK		EXISTING DITCH &		EXISTING TOP OF BOTTOM OF BANK		EXISTING FENCE		CONTOUR AT 5' INTERVAL		PROPERTY LINE		EXISTING SLO PLATFORM		EXISTING CULVERT		CULVERT EXTENSION		EXISTING UTILITY POLE		DIRECTION OF DITCH FLOW		NEW & TRACK		NEW RETAINING WALL		NEW SUBMAN		NEW FENCE		NEW DOUBLE SWING GATE		NEW RAMP		ITEMS TO BE REMOVED		TEMPORARY LIGHT DUTY BOLT FENCE		TEMPORARY HEAVY DUTY BOLT FENCE		TEMPORARY STRAW BALE FLOW CHECK		AREA OF NEW TRACKED		AREA OF NEW SLOPE		NEW SWITCH		EXISTING SWITCH BLOWER		EXISTING WATER VALVE		EXISTING GAS METER		EXISTING GAS VALVE		EXISTING MANHOLE		EXISTING HYDRANT		EXISTING LIGHT POLE		EXISTING ANCHOR		PULL PIT		EXISTING UTILITY HANDRAIL
--	------------------	--	------------------	--	--------------------------------	--	----------------	--	------------------------	--	---------------	--	-----------------------	--	------------------	--	-------------------	--	-----------------------	--	-------------------------	--	-------------	--	--------------------	--	------------	--	-----------	--	-----------------------	--	----------	--	---------------------	--	---------------------------------	--	---------------------------------	--	---------------------------------	--	---------------------	--	-------------------	--	------------	--	------------------------	--	----------------------	--	--------------------	--	--------------------	--	------------------	--	------------------	--	---------------------	--	-----------------	--	----------	--	---------------------------

[illegible]

ALL UNITS ARE IN METRIC (m).  
TO CONVERT METRIC DIMENSIONS TO FEET MULTIPLY BY 3.28083  
TO CONVERT METRIC STATIONING TO EQUIVALENT MILEAGE  $\div$  BY 0.00063113

## PROFESSIONAL SEAL



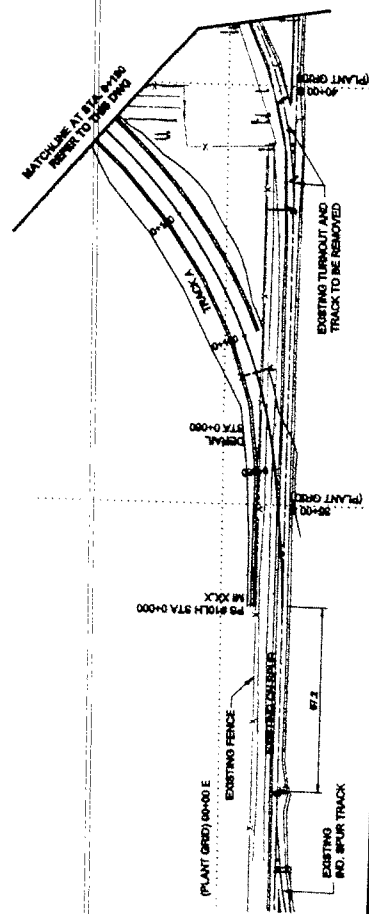
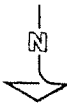
# AECOM

PROJECT NUMBER <b>60156603</b>	DRAWING NUMBER <b>C-0001</b>	ISSUE/REVISION <b>0</b>
-----------------------------------	---------------------------------	----------------------------

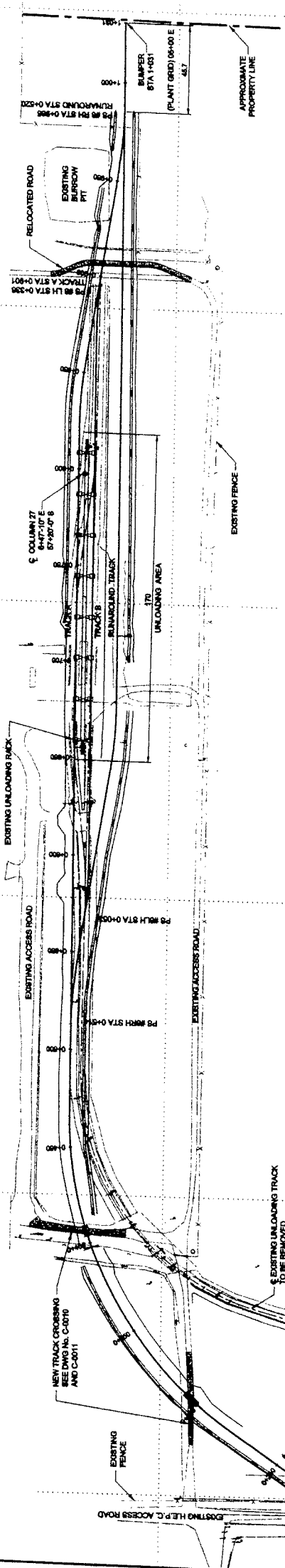
**C-0001**  
**DRAWING NUMBER**



NOTE:  
1. PLANT OF  
2. ALL UNIT  
3. METRIC UNITS  
4. OTHERWISE NOTED.



PROVIDENT ENERGY FACILITY



PLAN



PROFESSIONAL SEAL



This drawing has been prepared for the use of AECOM's client and may not be used, reproduced or relied upon by any other party without the written consent of AECOM. AECOM accepts no responsibility, and disclaims any liability, for any errors or omissions in this drawing, whether AECOM's responsibility or not.

Do not scale this drawing. All measurements must be taken from the drawing.

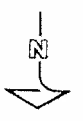
PROVIDENT ENERGY  
CORUNNA FACILITIES  
PROJECT LAYOUT

**AECOM**

PROJECT NUMBER	80189803
DRAWING NUMBER	C-0002
REVISION	0

NO.	DATE	DESCRIPTION	BY	CHK	DES	ENG	APP
1	10/12/10	Issued for Construction	DB	PT	DES	DB	DB
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

NOTE:  
1. PLANT GRID IS IN METRIC UNITS.  
2. ALL LIMIT  
LINES UNLESS OTHERWISE NOTED.



**SURVEY NOTES**

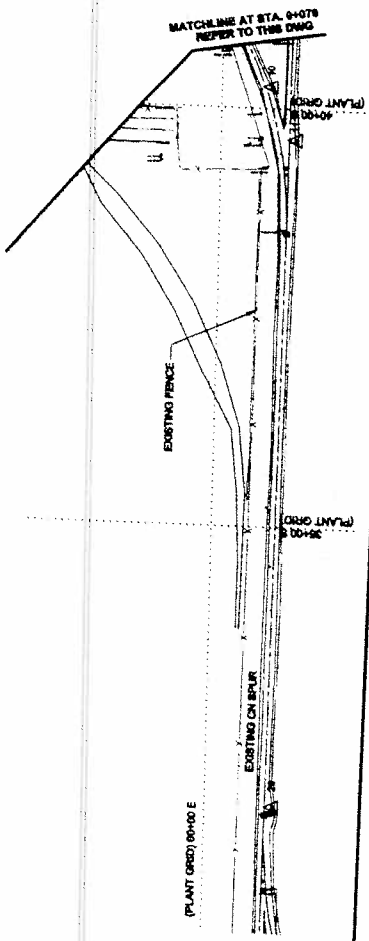
- 1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL COORDINATES AND ELEVATIONS TO THEIR LINE. ALSO, THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY CONTROL POINTS THAT ARE DAMAGED OR DESTROYED BY HIS OPERATIONS.
- 2. CO-ORDINATE SYSTEM: UTM 18, DATUM: NAD-83 (SPRS)

**LEGEND**

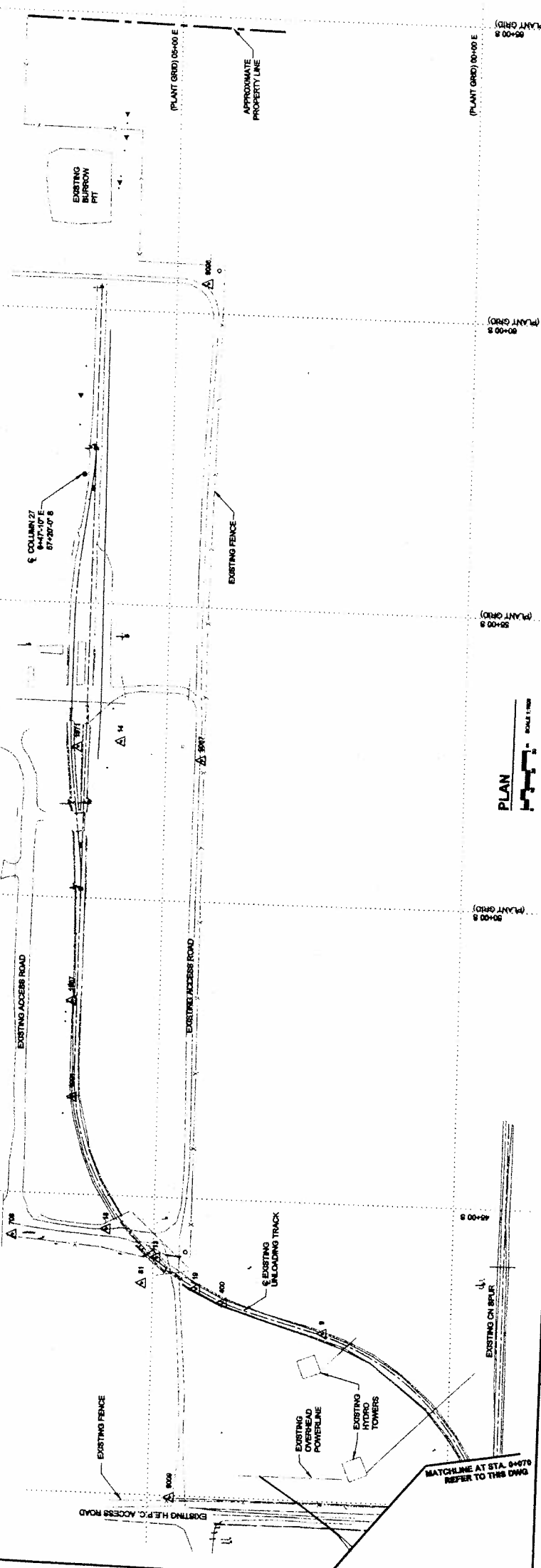
- △ CONTROL POINT LOCATION
- 18665 CONTROL POINT NUMBER

**CONTROL POINTS**

GRID	COORDINATE	EL	DESCRIPTION
54	470001.42	18665.42	STATION 54
55	470001.43	18665.43	STATION 55
56	470001.44	18665.44	STATION 56
57	470001.45	18665.45	STATION 57
58	470001.46	18665.46	STATION 58
59	470001.47	18665.47	STATION 59
60	470001.48	18665.48	STATION 60
61	470001.49	18665.49	STATION 61
62	470001.50	18665.50	STATION 62
63	470001.51	18665.51	STATION 63
64	470001.52	18665.52	STATION 64
65	470001.53	18665.53	STATION 65
66	470001.54	18665.54	STATION 66
67	470001.55	18665.55	STATION 67
68	470001.56	18665.56	STATION 68
69	470001.57	18665.57	STATION 69
70	470001.58	18665.58	STATION 70
71	470001.59	18665.59	STATION 71
72	470001.60	18665.60	STATION 72
73	470001.61	18665.61	STATION 73
74	470001.62	18665.62	STATION 74
75	470001.63	18665.63	STATION 75
76	470001.64	18665.64	STATION 76
77	470001.65	18665.65	STATION 77
78	470001.66	18665.66	STATION 78
79	470001.67	18665.67	STATION 79
80	470001.68	18665.68	STATION 80
81	470001.69	18665.69	STATION 81
82	470001.70	18665.70	STATION 82
83	470001.71	18665.71	STATION 83
84	470001.72	18665.72	STATION 84
85	470001.73	18665.73	STATION 85
86	470001.74	18665.74	STATION 86
87	470001.75	18665.75	STATION 87
88	470001.76	18665.76	STATION 88
89	470001.77	18665.77	STATION 89
90	470001.78	18665.78	STATION 90
91	470001.79	18665.79	STATION 91
92	470001.80	18665.80	STATION 92
93	470001.81	18665.81	STATION 93
94	470001.82	18665.82	STATION 94
95	470001.83	18665.83	STATION 95
96	470001.84	18665.84	STATION 96
97	470001.85	18665.85	STATION 97
98	470001.86	18665.86	STATION 98
99	470001.87	18665.87	STATION 99
100	470001.88	18665.88	STATION 100



**PROVIDENT ENERGY FACILITY**



**PLAN**  
SCALE 1"=100'



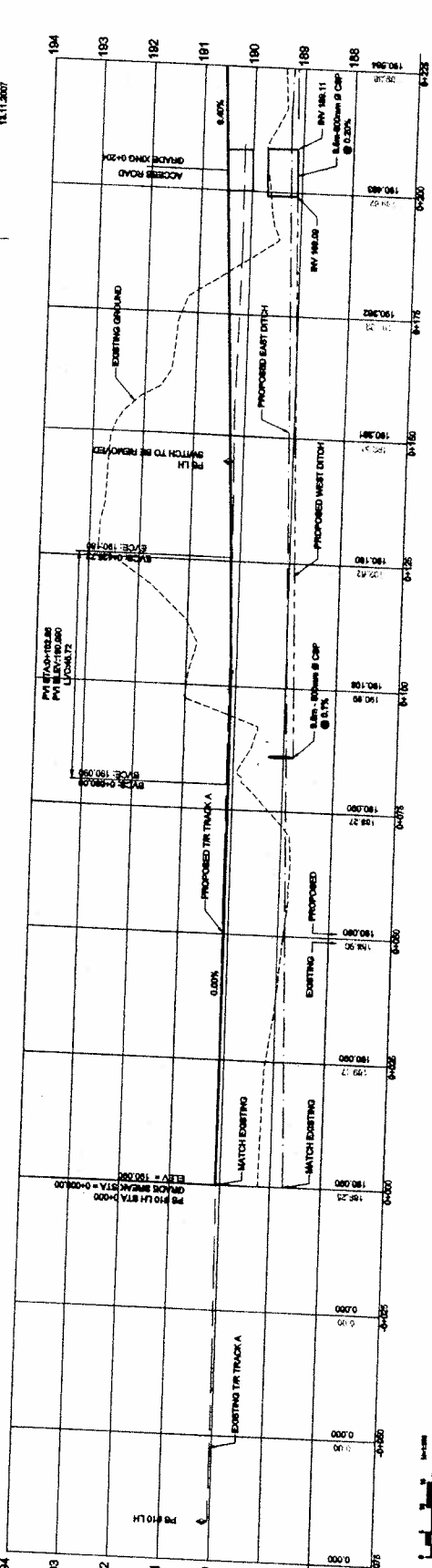
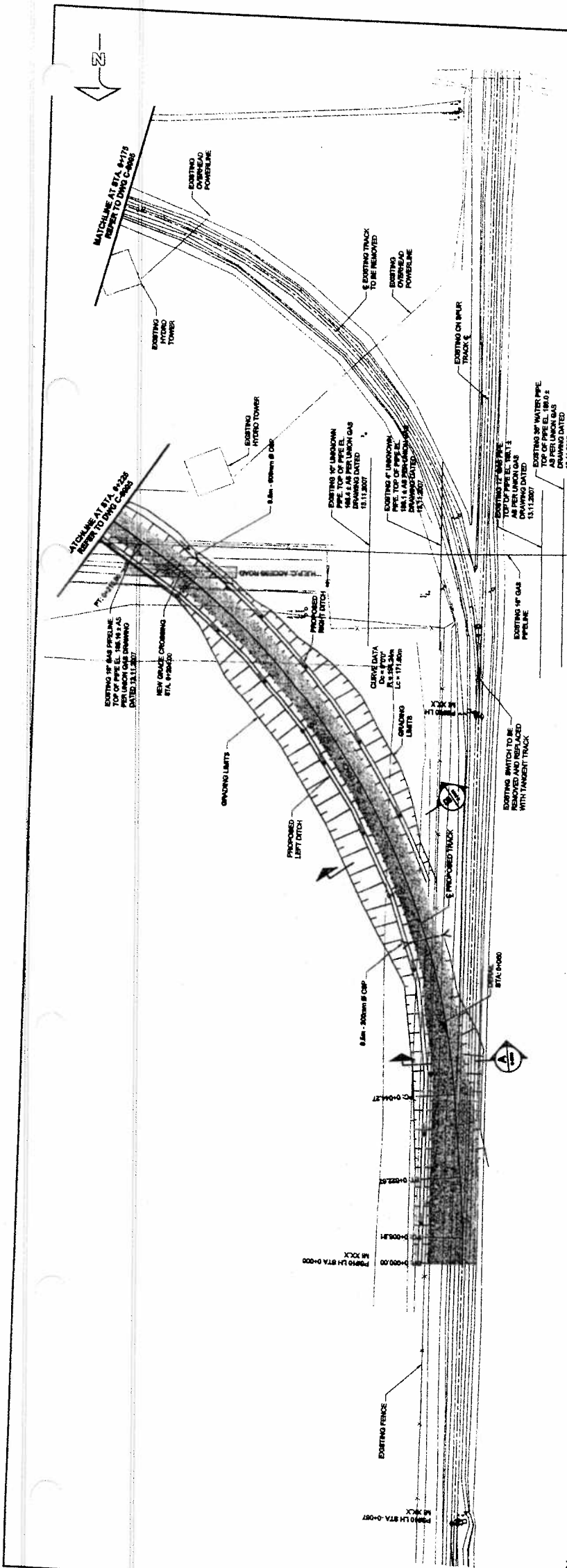
PROFESSIONAL SEAL

This drawing has been prepared for the use of AECOM and may not be used, reproduced or relied upon by any other party without the written consent of AECOM. AECOM accepts no responsibility, and disavows any liability, for any errors or omissions in this drawing without AECOM's express written consent. Do not scale this document. All measurements must be obtained from stated dimensions.

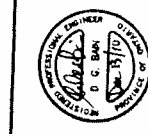
**PROVIDENT ENERGY**  
**CORUNNA FACILITIES**  
**SURVEY CONTROL POINTS DATA**

**AECOM**

PROJECT NUMBER 90158803	DRAWING NUMBER C-0003	DATE/REVISION 0
----------------------------	--------------------------	--------------------



This drawing has been prepared for the use of AECOM, its clients and may not be used, reproduced or relied upon by other parties, except as signed by AECOM and its client, as a condition of the contract. AECOM accepts no responsibility for any errors or omissions in this drawing, and shall not be held liable for any damages, claims, or losses, without AECOM's express written consent. Do not make this document. All measurements must be obtained from stated dimensions.



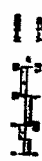
PROFESSIONAL SEAL

REV	DESCRIPTION	DATE	BY	CHK	APP
0	REVISED	10/10	DAVID C. BAKER		

PROVIDENT ENERGY  
CORUNNA FACILITIES

PLAN AND PROFILE  
STA. 0+000 TO STA. 0+225

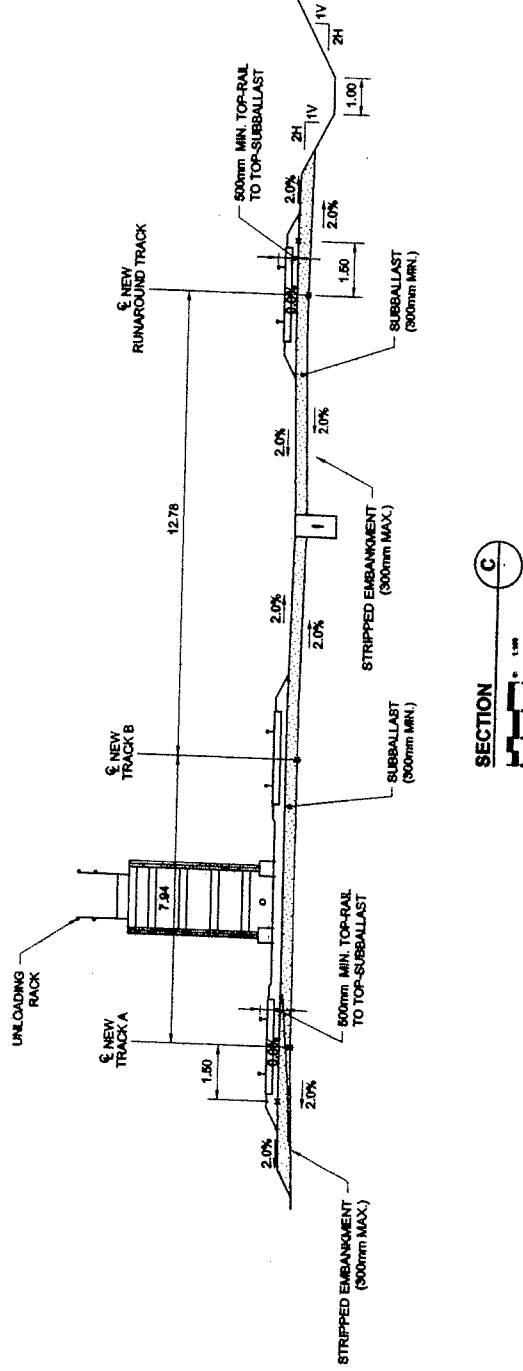
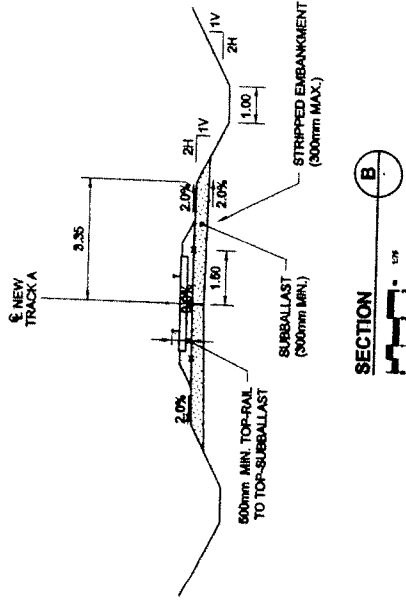
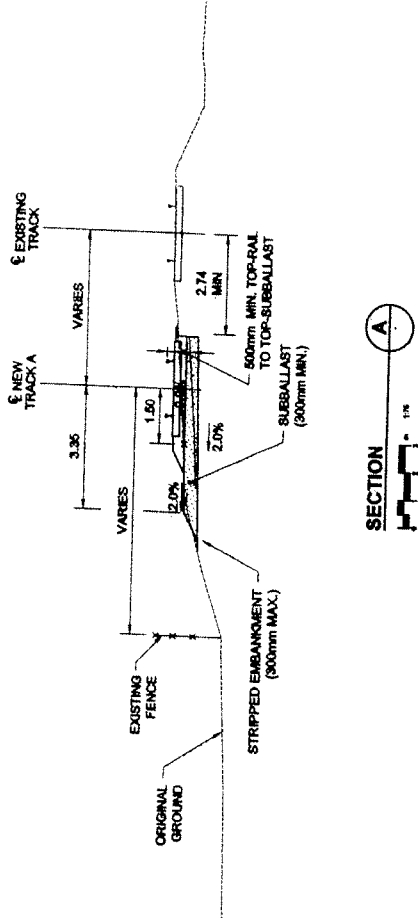
PROJECT NUMBER 80158903	DRAWING NUMBER C-0004	REVISION 0
----------------------------	--------------------------	---------------



**AECOM**  
• 1 800 271

DRAWING NUMBER	0
ISSUE PRICE/DATE	

NOT: 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.



This drawing has been prepared for the use of AECOM's client and may not be used, reproduced or relied upon by any other party without the written consent of AECOM. AECOM accepts no responsibility, and disclaims any liability, for any errors or omissions in this drawing without AECOM's written consent. Do not make this drawing. All measurements must be obtained from the drawing.

PROFESSIONAL SEALS



PROVIDENT ENERGY  
CORUNNA FACILITIES

TYPICAL SECTIONS

PROJECT NUMBER  
80158803

DRAWING NUMBER  
C-0008

REVISION  
0

AECOM