



INNOVA BUSINESS PARK

CITY OF
Thunder Bay
Superior by Nature



INNOVA BUSINESS PARK

INFORMATION & DEVELOPMENT APPLICATION GUIDE

1.0 - INTRODUCTION

Innova Business Park, Northwestern Ontario's newest, premier business development opportunity, is centrally located within the community of Thunder Bay. Within this municipally owned business park, lots ranging from small, single-use parcels to large, multi-use sites, provide excellent opportunities for the developer or investor (see **ATTACHMENT "A"**). It is the City of Thunder Bay's intent to ensure that all proposals contribute to the development of a "prestige" Business Park. Owners can be assured that standards, consistent with this requirement for quality, will be maintained to protect and enhance investor equity. Sound design principles will ensure that each development contributes positively to this objective. To achieve the desired prestige theme within the Park, specific Development Guidelines (see **ATTACHMENT "B"**) have been prepared to address site, building and landscape design requirements. High profile lots have been designated as "Prestige Industrial Zone" and particularly high quality landscaping and architectural design are expected in these areas. Implementation of the development guidelines will be controlled through a combination of the development selection process, Agreements of Purchase and Sale and Site Plan Control Agreements.

A **Development Review Committee** (DRC) has been established to assist and ensure appropriate development projects meet the criteria approved by Thunder Bay City Council. The DRC consists of permanent representatives of the City of Thunder Bay Realty Services, Engineering, Parks and Planning Divisions and the City's Economic Development Commission. These permanent representatives will be supplemented, as required, with additional public or private sector resource persons.

The purpose of this Guide is to assist Applicants in the preparation of their Development Proposal submissions to the City of Thunder Bay Realty Services Division. This Guide will remain important to the Applicant throughout the life of the development on the property and should be retained for future reference.

2.0 - DEVELOPMENT OBJECTIVES & REQUIREMENTS

It is the intention of THE CORPORATION OF THE CITY OF THUNDER BAY to market parcels of City-owned land in the Innova Business Park to those interested persons or companies who submit to the City competitive proposals for development that the City, in its absolute discretion, considers most favourable.

2.1 DEVELOPMENT THEMES

Although the City shall not be bound to limit its selection to any particular criteria, any Applicant shall, in submitting a proposal, clearly understand that there are five (5) criteria of primary competitive importance:

1. Project value (construction and assessment);
2. Optimum use;
3. Post construction employment potential;
4. Architectural and design merit; and
5. Degree to which community or market needs are met.

Based on the foregoing five (5) criteria, the following specific or equivalent target sector activities have been identified as having future economic significance for the Innova Business Park:

- ◆ Mining and Forestry Services
- ◆ Advanced Manufacturing
- ◆ Regional Warehousing and Logistics
- ◆ Information and Communication Technology
- ◆ Health Sciences Services
- ◆ University/College Related Activities
- ◆ Office Complexes
- ◆ Small Business
- ◆ Hotel and Convention Spaces
- ◆ Amenity Uses (ie. Restaurants)
- ◆ tourism

In addition to these target sectors, City Council has also endorsed that priority be given to those proposals which adhere to one or more of the following principles:

- ◆ result in future net increase in job creation for the City;
- ◆ bring a new type of industry to the community or assists in the diversification of the local economy;
- ◆ are within a target industry group identified in the City strategic plan, and/or as indicated above;
- ◆ support the expansion and growth of existing businesses;
- ◆ provide a service to other firms within the business park;

- ◆ act as a catalyst to the development of the business park in a manner consistent with the above principles.

The aforementioned criteria, target sectors and principles, are not listed in any particular order of importance and the City shall maintain, at all times, which proposals it considers to be the most favourable, based on any one or more of the above-mentioned themes, or any other considerations that the City considers important at any time or with any given proposal.

The decision to sell lots (or not to sell lots) to any Applicant is at the absolute discretion of Thunder Bay City Council.

2.2 INITIAL DEPOSIT

A Deposit of FIVE PERCENT (5%) OF THE PURCHASE PRICE is required to be paid by CERTIFIED CHEQUE to the City, and **must** accompany the Application to Purchase City Land (see ATTACHMENT "G"). Should the preliminary proposal be accepted, the initial five percent (5%) deposit will be applied towards the purchase price of the property.

In the event that the preliminary proposal is not accepted, the full amount of the Deposit will be refunded to the Applicant. Should the Applicant, for whatever reason, choose not to acquire the lands after the proposal has been accepted, the initial five percent (5%) deposit **will not** be refunded and will be forfeited to the City as liquidated damages and not as a penalty.

2.3 PRICING OF INNOVA PROPERTY

As legislated by the Municipal Act, 2001, municipal land sales must reflect the "market value" of the property at the time of sale. The prices set by the City, as shown in ATTACHMENT "C," are deemed to be representative of market value as determined by accredited professional appraisers.

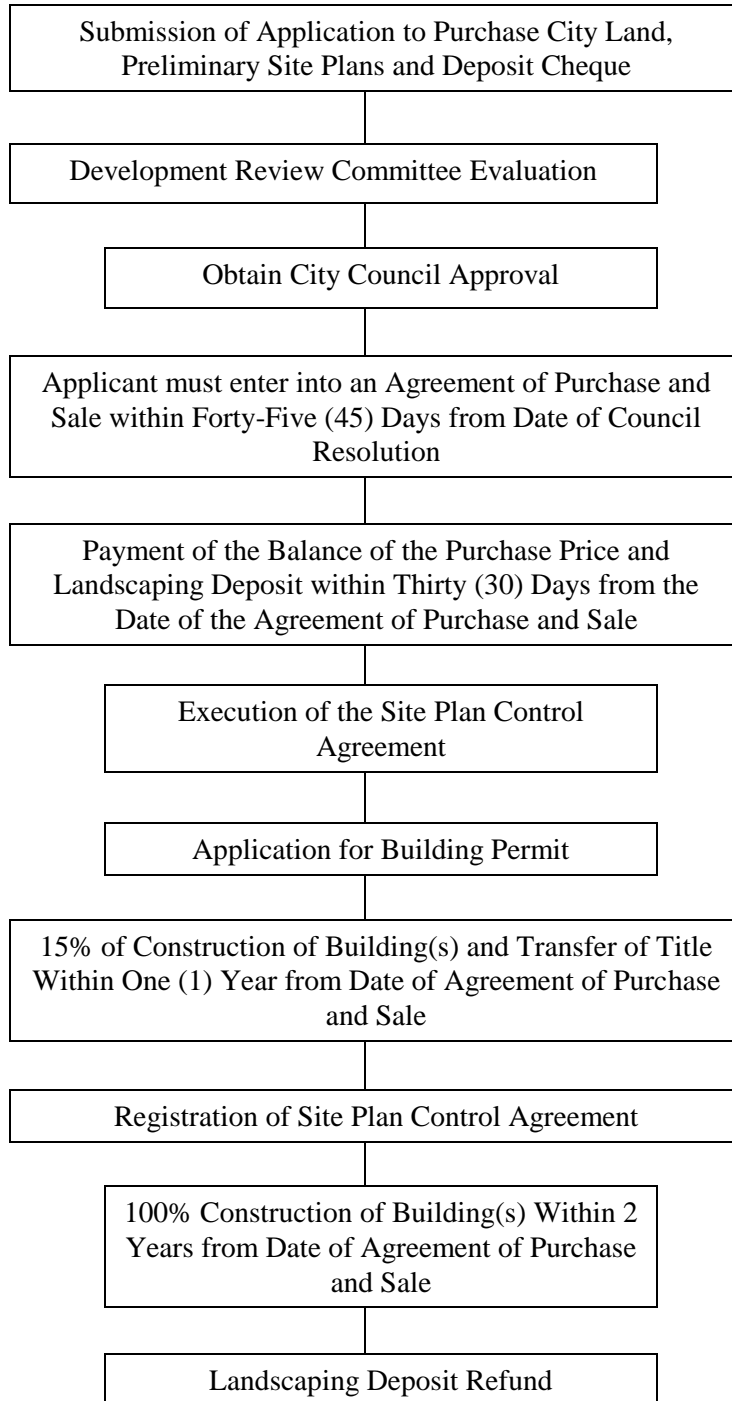
2.4 DEVELOPMENT APPROVAL TIME LIMITS

Once an application has been accepted and approved by City Council under Resolution, the Applicant must enter into an Agreement of Purchase and Sale within **forty-five (45) days** from the date of the Council Resolution.

The form and content of the standard Agreement of Purchase and Sale are set out in ATTACHMENT "D." The City reserves the right to make such amendments to the standard Agreement of Purchase and Sale as are necessary to implement the Applicant's Proposal and to protect the City's interests.

2.5 DEVELOPMENT REVIEW PROCESS

CHART GUIDELINE



NOTE: Requirements for an Official Plan and/or Zoning By-law Amendment will lengthen the process. Also, all time estimates are approximate and may be shorter or longer depending on the Applicant’s ability to meet the process timing requirements.

3.0 - PRELIMINARY PROPOSAL SUBMISSION REQUIREMENTS

It is the intention of the City to minimize the monetary outlay of any Applicant by first requiring only a preliminary proposal for initial review purposes. The details required for such preliminary proposal applications described herein must be submitted to:

Realty Services Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, ON Canada P7C 5K4
Telephone (807) 625-2527
Facsimile (807) 623-9344
E-Mail Lisa.zawadzki@thunderbay.ca

3.1 DESIGN & DEVELOPMENT SUBMISSION REQUIREMENTS

The preliminary proposal must, at minimum, conform to the Design Guidelines provided in **ATTACHMENT "B,"** and the Development Themes referred to in Section 2, the City's current zoning, and all other applicable governmental laws or regulations. Prior to submitting the Application to Purchase City Land, the Applicant must ensure that the required information, plans, 5% deposit, and completed Application form are correct.

3.2 PRELIMINARY DRAWING SUBMISSION REQUIREMENTS

1. Two (2) full sized detailed site plans in metric indicating:

- North Arrow/Bar Scale
- Legal Description (Lot #, Plan, etc.)
- Dimensions of all Property Lines
- Proposed Use of Building(s)
- Exterior Dimensions of all Proposed Buildings and Structures, including Height
- Lot Coverage of all Proposed Buildings and Structures, including Height and Gross Floor Area

- Separation Distance between Buildings
 - Distance between Property Lines and all Buildings and Structures, measured at Right Angles to the Property Line
 - Total Area and Percentage of Vegetated Open Space (soft landscaping only)
 - Identify all Landscaped Areas (include proposed species, size, spacing) and Surface Treatment (include all landscape features, signage, light standards and facilities for refuse storage)
 - Minimum Distance between Driveway and Intersection of Streets (if corner lot)
 - Location and Rectangular Dimensions of all Driveways, Loading Spaces/Parking Spaces (include surface type and number of spaces)
 - Dimensions and Angles of all Parking/Aisles/Driveways
 - Exterior Building Materials and Colours (include building entrance locations, windows, wall signs, exhaust vents, roof top mechanical equipment [type and height and screening to be noted] and wall lighting)
 - Proposed Preliminary Site Grading and Drainage Plan showing Storm Water Retention Facilities
2. All drawings must conform to the Design Guidelines and the Zoning By-law (unless amendments are being proposed).
 3. All required drawings and construction details and specifications must be produced or approved by a duly qualified architect (or engineer when required) who must endorse the drawings and required construction details. This requirement includes not only the preliminary proposal, but also the final plans, specifications and drawings.

3.3 TERMS OF PROPOSAL ACCEPTANCE

Upon execution of the Agreement of Purchase and Sale by the City, the Applicant will then be required to submit any revised detailed site plans as will be required for a building permit and for a Site Plan Control Agreement or otherwise.

The City may require deletions, additions and/or amendments to any of the plans as the City, in its absolute discretion, deems advisable. In some circumstances, Official Plan and/or Zoning By-law amendments may be required to implement an Applicant's proposal. Although the City wishes to discourage applications being made that require Official Plan or Zoning By-law amendments, Applicants may, in fact, submit proposals that do require such amendments. In such cases, the City may require substantial deposits to cover City expenses that may result from the amendment process (i.e., appeals to the Ontario Municipal Board). All Applicants are cautioned that if they submit applications that require Official Plan and/or Zoning By-law amendments, the City may at any time in its discretion, refuse to support or continue to support any requested Official Plan and/or Zoning By-law amendments even though a preliminary proposal was accepted. All costs associated with any such applications and/or amendments shall be at the sole cost, expense and risk of the Applicant

Subject to the use of the deposit as prescribed in Section 2.2, and subject to any liability for costs involved in an Official Plan or a Zoning Amendment process as aforesaid, nothing herein creates any contractual rights or obligations or other rights or obligations between the City and any Applicant whether or not any particular application is accepted or rejected. Without limiting the generality of the foregoing, neither the Applicant nor the City shall bear any liability to the other if the process herein detailed does not lead to an executed Site Plan Control Agreement and/or an executed Agreement of Purchase and Sale for any reason whatsoever, and either the Applicant or the City may, at any time, withdraw from negotiations and/or the process for any reason whatsoever without liability to the other (subject to the use of the deposit as aforesaid). The Applicant acknowledges and agrees that while City Administration is given the authority to negotiate, the City has no liability to the Applicant unless and until a formal Agreement of Purchase and Sale has been entered into on the recommendation of Administration and approval of City Council.

3.4 MISCELLANEOUS DEVELOPMENT REQUIREMENTS/INFORMATION

Municipal Requirements:

Boulevards and publicly owned property are required to be landscaped and maintained by adjacent property owners. The City of Thunder Bay will not provide garbage collection at curbside for this industrial development.

The City of Thunder Bay intends to construct a promotional gateway feature on the south-west corner of Lot 37 as illustrated on **ATTACHMENT "A."** The City will protect its interest in the gateway feature through an easement on the title to this lot. The Purchaser of this lot will be required to maintain the area surrounding the gateway feature.

The foregoing requirements will be included in the Agreement of Purchase and Sale and may also be included in any applicable Site Plan Control Agreement.

Ontario Ministry of Transportation (MTO) Requirements:

Developments adjacent to provincial highways and within 395 metres of the intersection of Highway 11/17 (Thunder Bay Expressway) and the Harbour Expressway and within 45 metres of the limit of Highway 11/17 require approval from the MTO. Any development within this area (including lighting, drainage, buildings, structures, lot paving, landscaping, etc.) is subject to the approval requirements and permits of the MTO.

In addition, any sign, notice, advertising device, or any part thereof, whether containing words or not, and including any device used solely to attract attention visible from Highway 11/17 (Thunder Bay Expressway) and/or within 400 metres of the limit of this highway, are subject to permits from the MTO. Location signage is also subject to permits within this area.

Further information regarding permit requirements may be obtained from the Corridor Management Officer, Thunder Bay District Office of the MTO, address contained in **ATTACHMENT "F."**

4.0 - ZONING - PERMITTED USES

Zoning information is provided in **ATTACHMENT "E."** It is extracted from the City Zoning By-law 1-2022, (i.e., Section 6 – Business Zone) and is for general information purposes only.

Further information regarding Zoning and/or Official Plan compliance may be obtained from the Manager of the Planning Division, at the Victoriaville Civic Centre address contained in **ATTACHMENT "F."**

5.0 - SERVICES

Innova Business Park is serviced by sanitary and storm sewer, water, hydro, fibre optic, telephone and natural gas. The cost of the various distribution systems is included in the cost of the lots; however, since the servicing requirements for each lot are variable, the cost of providing connection from the distribution system to the lot and building(s) is not included in the cost of the lots. All costs for service connections into the lot and building(s) are the responsibility of the Purchaser. All hydro and telecommunication services to the lot and building(s) shall be via underground connection.

Due to the local climate, it may not be possible to make individual service connections at certain times of the year. Therefore, specific information regarding connections should be obtained directly from the applicable servicing agency (see **ATTACHMENT "F"**).

6.0 - SITE PLAN CONTROL AGREEMENT

In accordance with Section 2.4, and as a condition of purchase, the Applicant will be required to enter into a Site Plan Control Agreement (Section 41 of the Planning Act). The Site Plan Control Agreement is an Agreement between the Purchaser of the lot and the City of Thunder Bay which requires the Purchaser to agree to a number of conditions regarding the development. The Site Plan Control Agreement is registered on title against the property.

City Council has delegated the authority for execution of all Site Plan Control Agreements for Phase One of Innova Business Park, to the General Manager, Development Services, subject to the approval of the Planning Division and in accordance with the terms and conditions of the Agreements. In the event that certain matters cannot be resolved between an Applicant and Administration, a report will be forwarded by the Planning Division to City Council's Committee of the Whole for direction.

Failure to enter into a Site Plan Control Agreement will result in cancellation of the Application to Purchase City Land and the initial five percent (5%) deposit shall be forfeited to the City as liquidated damages and not as a penalty. Further information regarding the Site Plan Control Agreement may be obtained from the Planning Division, at the Victoriaville Civic Centre address contained in **ATTACHMENT "F."**

7.0 - AGREEMENT OF PURCHASE AND SALE

In accordance with Section 2.4, the following terms and conditions will be implemented as part of the Agreement of Purchase and Sale; the form and content of which are set out in **ATTACHMENT "D."**

1. The Date of the Agreement shall be deemed to be the Date the Agreement of Purchase and Sale is executed by the City.
2. The successful Applicant/Purchaser will be required to enter into an Agreement of Purchase and Sale and a Site Plan Control Agreement with the City (refer to Section 2.5). In the event Official Plan and/or Zoning By-law amendments are required, no Agreement of Purchase and Sale will be entered into until such amendments have been completed to the complete satisfaction of the City (refer to Section 3.3).
3. The full balance of the purchase price plus G.S.T./HST (13% of the total purchase price), if applicable, is to be paid by CERTIFIED CHEQUE payable to the City of Thunder Bay, within thirty (30) days from the Date of the Agreement.
4. If the full purchase price is not paid within thirty (30) days from the Date of the Agreement, then the Application to Purchase City Land will become null and void and the five percent (5%) deposit shall be forfeited to the City as liquidated damages and not as a penalty.

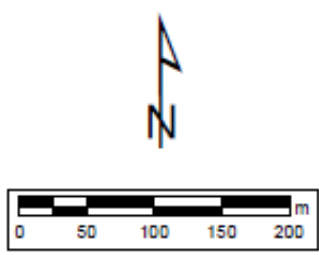
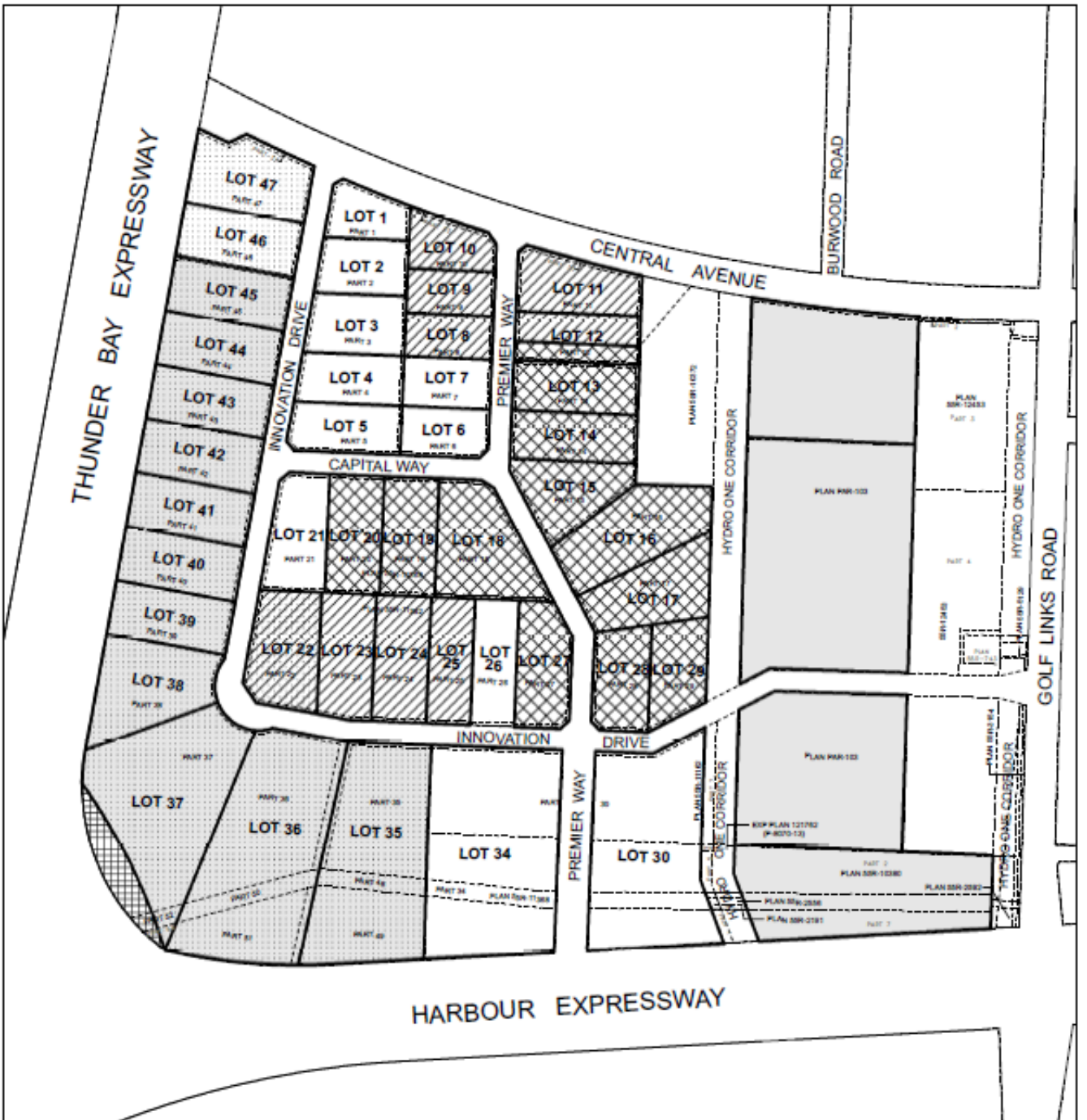
5. In addition to the purchase price, the Applicant/Purchaser shall further pay coincidentally with payment of the purchase price, the further sum of FIVE THOUSAND (\$5,000.00) DOLLARS to be held by the City as security for the completion of all buildings and other capital improvements, landscaping, grading, parking areas, sidewalks, and driveways on the lands being purchased. The Applicant/Purchaser shall be required to complete all sodding and/or seeding and growth of grass in all areas not covered by sidewalks and reasonable areas for driveways and parking areas as detailed on the plans and specifications provided to the Realty Services Division. The City may, in its discretion, withhold the security deposit of FIVE THOUSAND (\$5,000.00) DOLLARS until all building(s) and other capital improvements, landscaping, parking areas, sidewalks and driveways have been completed to the City's full satisfaction. The Applicant/Purchaser shall complete these works within two (2) years from the Date of the Agreement. If the Applicant fails to complete the works, the City shall be entitled to retain the security deposit for its own use as liquidated damages and not as a penalty. In such event, the City shall not be obligated to utilize the monies to complete the work but may use the monies for any purpose.
6. The Applicant/Purchaser shall assume and pay all rates, taxes and assessments against the said lands from and after the Date of the Agreement of Purchase and Sale (as though the Applicant/Purchaser was the owner of the lands from and after the Date of the Agreement).
7. The Applicant/Purchaser will covenant and agree to develop the said lands with permitted building(s) for either its own or tenant occupancy and will develop the land in accordance with the plans and specifications submitted with the Application.
8. The Applicant/Purchaser will be required to complete construction of the building(s) referred to in the previous paragraph as follows:
 - a) To a minimum of fifteen percent (15%) of their overall cost within **one (1) year** from the Date of the Agreement of Purchase and Sale, and will within such time provide to the City a certificate of an architect, duly authorized to practice in the Province of Ontario, indicating that the said building has been constructed to at least a level of the said fifteen percent (15%) of the overall cost of construction. In the event that the plans and specifications as herein referred to include more than one building, then the fifteen percent (15%) applies to fifteen percent (15%) of each building. **The Purchaser shall not be entitled to a conveyance of the property until such time as the foregoing requirements have been met.**
 - b) Should the Applicant/Purchaser fail to complete construction as aforesaid and provide the architect's certificate as aforesaid within the time limit aforesaid, then this Agreement will be null and void and ten percent (10%) of the purchase price hereinbefore set out will be forfeited to the City as liquidated damages and not as a penalty.







9. The Applicant/Purchaser shall fully complete construction of the said capital improvements, free of deficiencies, within **two (2) years** from the Date of the Agreement of Purchase and Sale.
10. The Applicant/Purchaser shall accept title from the City to the said lands subject to any easements or rights-of-way retained by the City, such easement wording to be approved by the City as to form and content.
11. The Applicant/Purchaser shall have the right to take soil tests as it wishes provided at all times that it restores the said lands to its original condition.
12. The Applicant/Purchaser shall be solely responsible for locating survey stakes or bars on the said lands and any costs incurred with respect thereto.
13. The Applicant/Purchaser shall ensure that any building or buildings constructed upon the said lands shall conform to all By-laws of the City of Thunder Bay, Ontario Building Code and any other laws or governmental regulations where applicable.
14. The Applicant/Purchaser shall provide All Risk Builder's Risk Insurance and Comprehensive General Liability Insurance satisfactory to the City.
15. The Applicant/Purchaser shall sod and maintain the boulevard adjacent to its lot and acknowledges that the City of Thunder Bay will not provide garbage collection at curbside for this industrial development.

8.0 - APPLICATION TO PURCHASE CITY LAND

The Application to Purchase City Land form is enclosed as part of this package as **ATTACHMENT "G."** Prior to submitting an Application, the Applicant must ensure that the requirements as set out in Section 3.0 are complied with and that the same accompanies the completed Application.

INNOVA BUSINESS PARK



-  AVAILABLE FOR SALE
-  SOLD
-  PENDING SALE
-  PROPOSED "GATEWAY FEATURE TO THE CITY"
-  MAY BE SUBJECT TO MTO APPROVAL & PERMITS
-  SUBJECT TO LRCA APPROVALS & PERMITS

DEVELOPMENT GUIDELINES

for the

INNOVA BUSINESS PARK

Thunder Bay, Ontario

MARGOT A. COLQUHOUN ARCHITECT

MAC
ARCHITECT

TABLE OF CONTENTS

Introduction	1
Site Guidelines	2
Landscape Guidelines	4
Building Guidelines	12

INTRODUCTION

BACKGROUND

- The Innova Business Park is a site bounded by Central Avenue, the Thunder Bay Expressway, and the Harbour Expressway, at the North East quadrant of the Thunder Bay Expressway and the Harbour Expressway. (See Figure #1) This area was identified as a strategic light industrial parcel of land available for immediate development in a report prepared by Coopers & Lybrand Consulting/Delcan, dated June, 1995.

Following the recommendations of that report, the Realty Services Division, in conjunction with other City departments, has pursued avenues for ensuring that any proposed development contributes to the establishment of a truly prestigious business park in this location.

Margot A. Colquhoun Architect, along with their subconsultant Werner Schwar Landscape Architect, was engaged by Wardrop Engineering Inc., the City design and construction administration consultant for the Innova Business Park, to prepare design guidelines for the development pertaining to site, landscape and building issues.

GOALS

- Promote a prestigious business development of high quality buildings in a well-landscaped setting
- Establish gateway features:
 - to the city
 - to the prestige business park
- Promote an enhanced and coherent streetscape

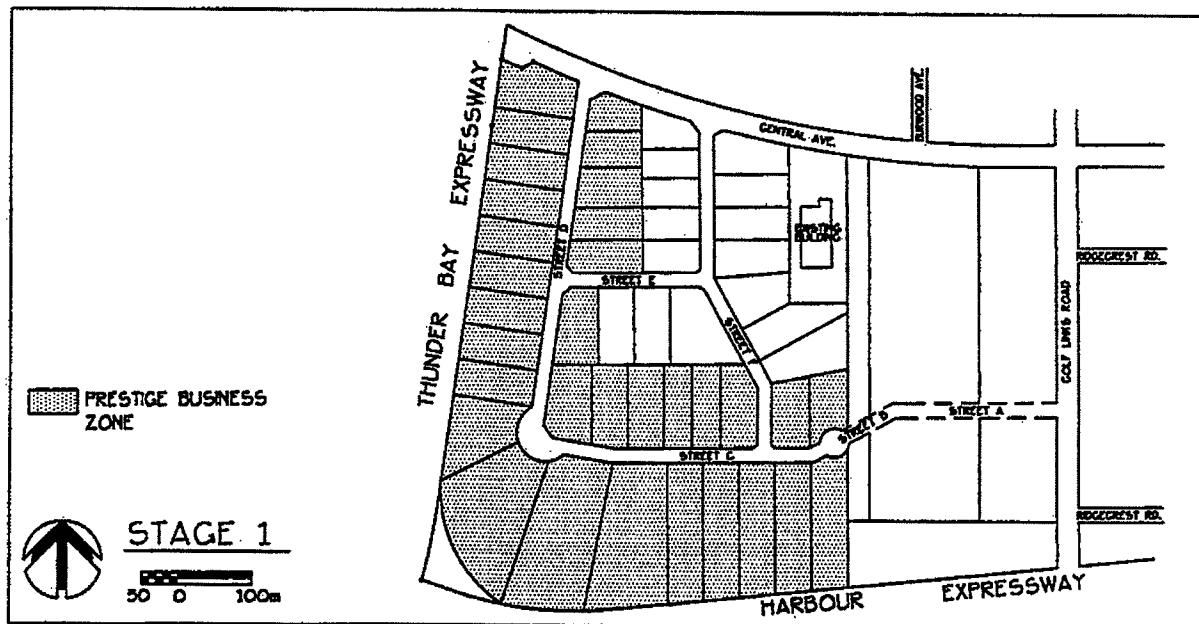


FIGURE #1 • KEY PLAN

SITE GUIDELINES

CONCEPTS

- Provide a distinction between public and private lands along the street edges
- Define and highlight access points
- Provide a connection between street and buildings
- Provide opportunities for connecting people with the outdoors

GUIDELINES

- Provide appropriate setbacks to create an aesthetically pleasing building edge along public streets.
- Provide view corridor along the north-south street at west side of development to allow visual access to Mount McKay in the distance. Building siting and landscaping to be designed to keep these long views open. (See Figure #2)
- Minimize number of driveways to each site.
- Prohibit use of public boulevards for storage, display, or parking. Provide wheel stops at edge of parking and adjacent land.
- Encourage parking areas for non-motorized vehicles such as bicycles.
- Design signage to complement the building to which it belongs. (See Figure #3)
- Screen loading, outdoor storage, service and garbage areas, and entrances thereto with hedges, trees or berms, or with decorative walls and fencing. Where possible, such areas to be screened will be located in a non-street yard, except that outdoor storage shall be prohibited in a street yard. (See Figure #4)
- Provide consideration of personal security in site development through use of features such as adequate yard lighting, lower screen planting, and opportunities for overview.
- Incorporate appropriate grading and landscaping (average 25-30% of site area) or other storm water retention features to alleviate storm water drainage limitations.
- Encourage connection within sites for pedestrian movement.
 - Delineate pedestrian linkages between parking areas and building entrances with raised and/or textured materials or material colours as per City Engineering standards and PUSH requirements.

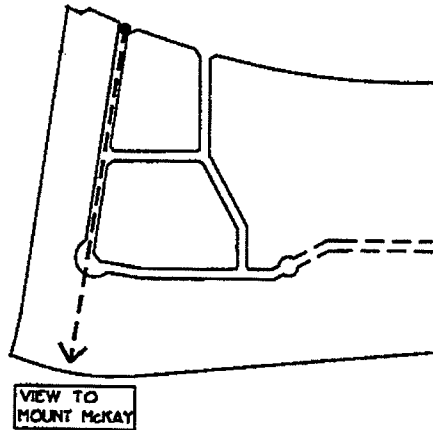


FIGURE #2 • VIEW CORRIDOR

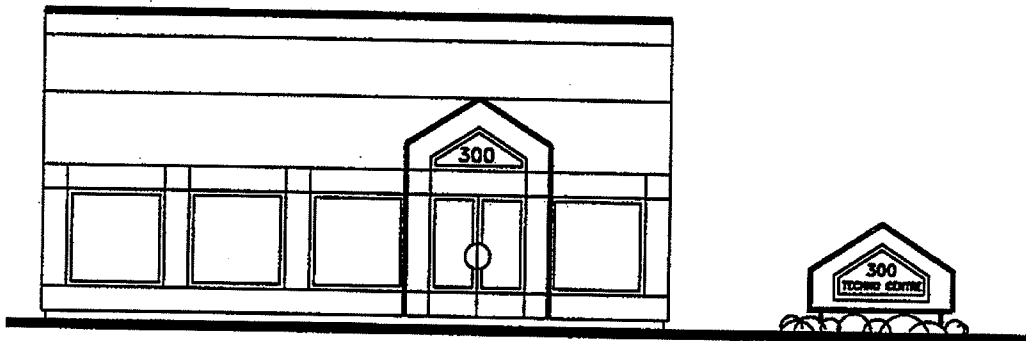


FIGURE #3 • BUILDING SIGNAGE

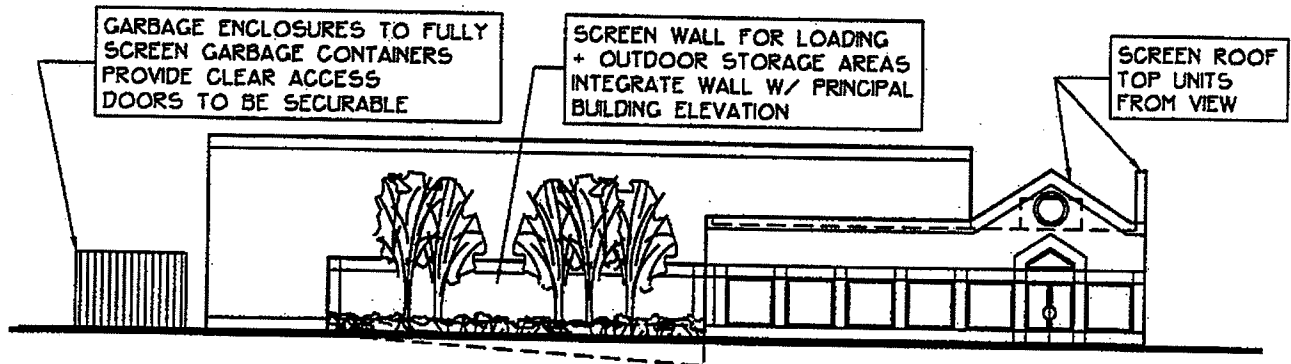
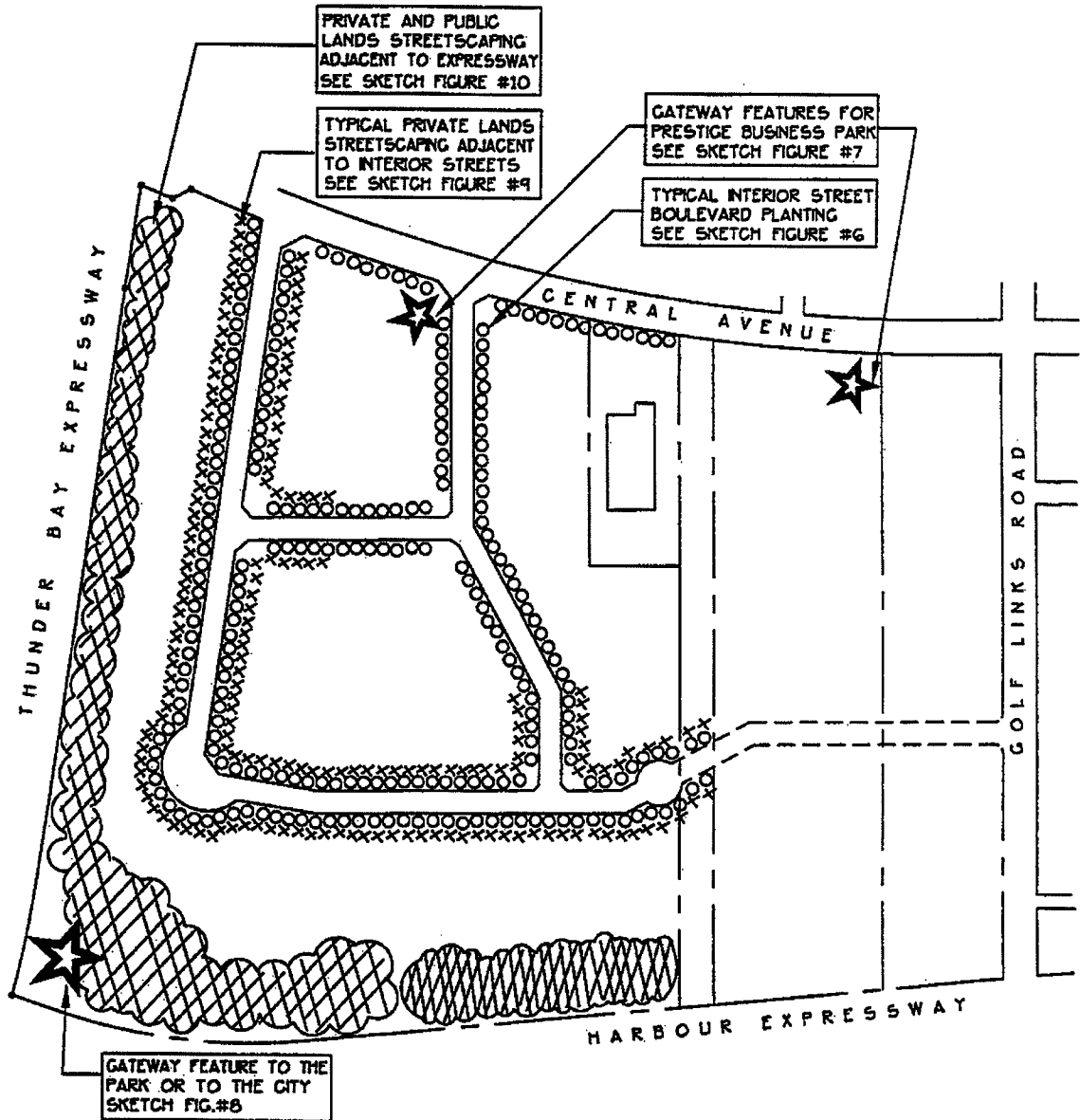


FIGURE #4 • SCREEN ELEMENTS

LANDSCAPE GUIDELINES



SITE



FIGURE #5 • STREETSCAPING CONCEPT OVERVIEW

LANDSCAPE GUIDELINES

INTERIOR STREET BOULEVARD STREETSCAPING

CONCEPTS

- Provide a unifying element for the prestige business park.

GUIDELINES

- Prohibit use of public boulevards for private uses.
- Provide an average of one tree for every 12m of frontage.
- Do not plant street trees within sight triangles at intersections.
- Co-ordinate location of street trees with utilities. (If there are above ground utilities, species selection must also be co-ordinated.) Plant trees minimum 2.0m from curb.
- Trees to be high branching deciduous with a minimum 1.85m high clearance from ground and a minimum caliper size of 50mm.
- Tree species shall be hardy for Zone 3 and shall comply with the City's approved boulevard tree planting list.
- See Figure #6

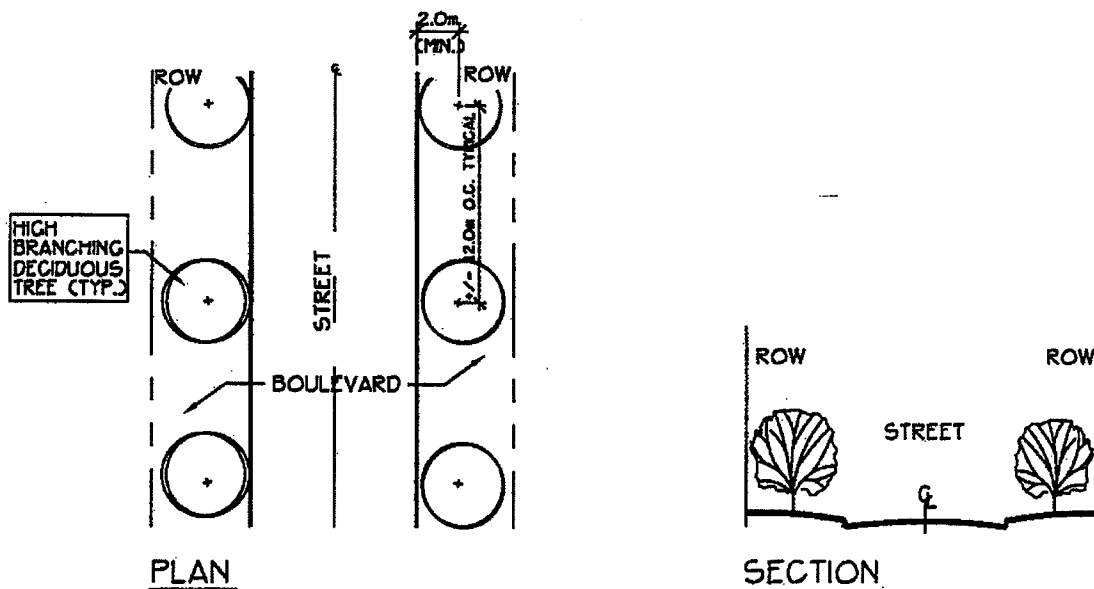


FIGURE #6 • INTERIOR STREET BOULEVARD STREETSCAPING

GATEWAY FEATURES FOR THE INNOVA BUSINESS PARK

CONCEPTS

- Establish gateway elements to the prestige business park.
- Provide a welcome for employees and visitors and a sense of arrival to a "place" of quality.

GUIDELINES

- Locate features so as not to obstruct sight lines in sight triangle at intersections.
 - Locate a feature on south side of Central Avenue.
 - Construct feature out of high quality durable materials such as masonry, sandblasted architectural concrete, or decorative steel.
 - Incorporate business park name/identification signage into the design of the feature.
 - Provide a backdrop of planting to anchor gateway feature.
 - Provide perennial and shrub planting including native species to accentuate the feature.
 - Incorporate the feature into proposed streetscaping.
- See Figure #7

GATEWAY FEATURE TO THE CITY *

CONCEPTS

- Possibly provide a gateway feature to the City of Thunder Bay to encourage motorists to turn off the highway and come into the City.
- Create a favourable impression for all who see the feature.

GUIDELINES

- Create a feature using high quality design and materials to reflect positively on the City.
 - Create a feature of a large enough scale to be viewed from a vehicle traveling at 90 km/hr.
 - Create a feature that is visible from both the Harbour Expressway and the Thunder Bay Expressway.
 - Locate feature on City land, out of sight triangle, at south west corner of business park development.
 - Explore Thunder Bay's slogan "Superior by Nature" both in built form and landscape form in the gateway design.
 - Encourage an artistic distillation of all which is Thunder Bay.
 - Incorporate existing plant material where possible especially as a backdrop.
 - Ensure that the development that occurs adjacent to the feature is complementary and does not conflict visually with the gateway feature.
- See Figure #8

* Note: Alternatively this could be used as another gateway feature for the business park

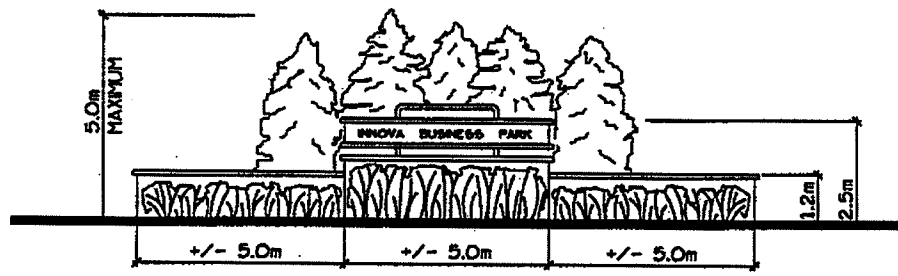
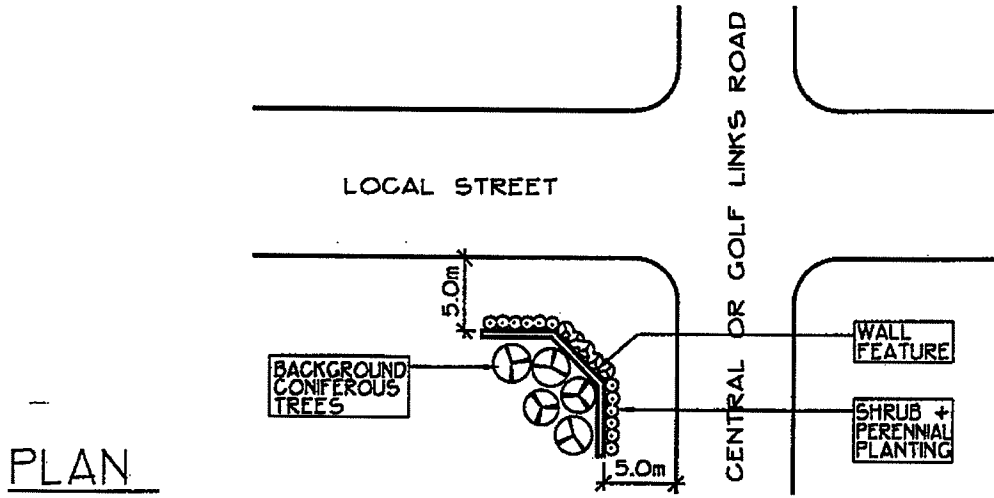


FIGURE #7 • INNOVA BUSINESS PARK GATEWAY FEATURES

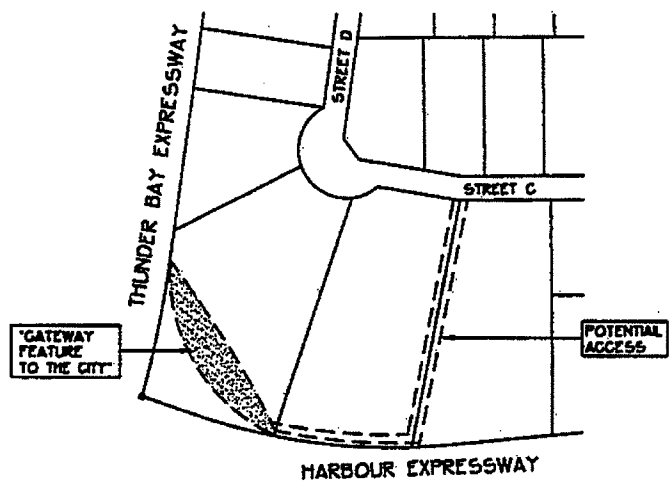


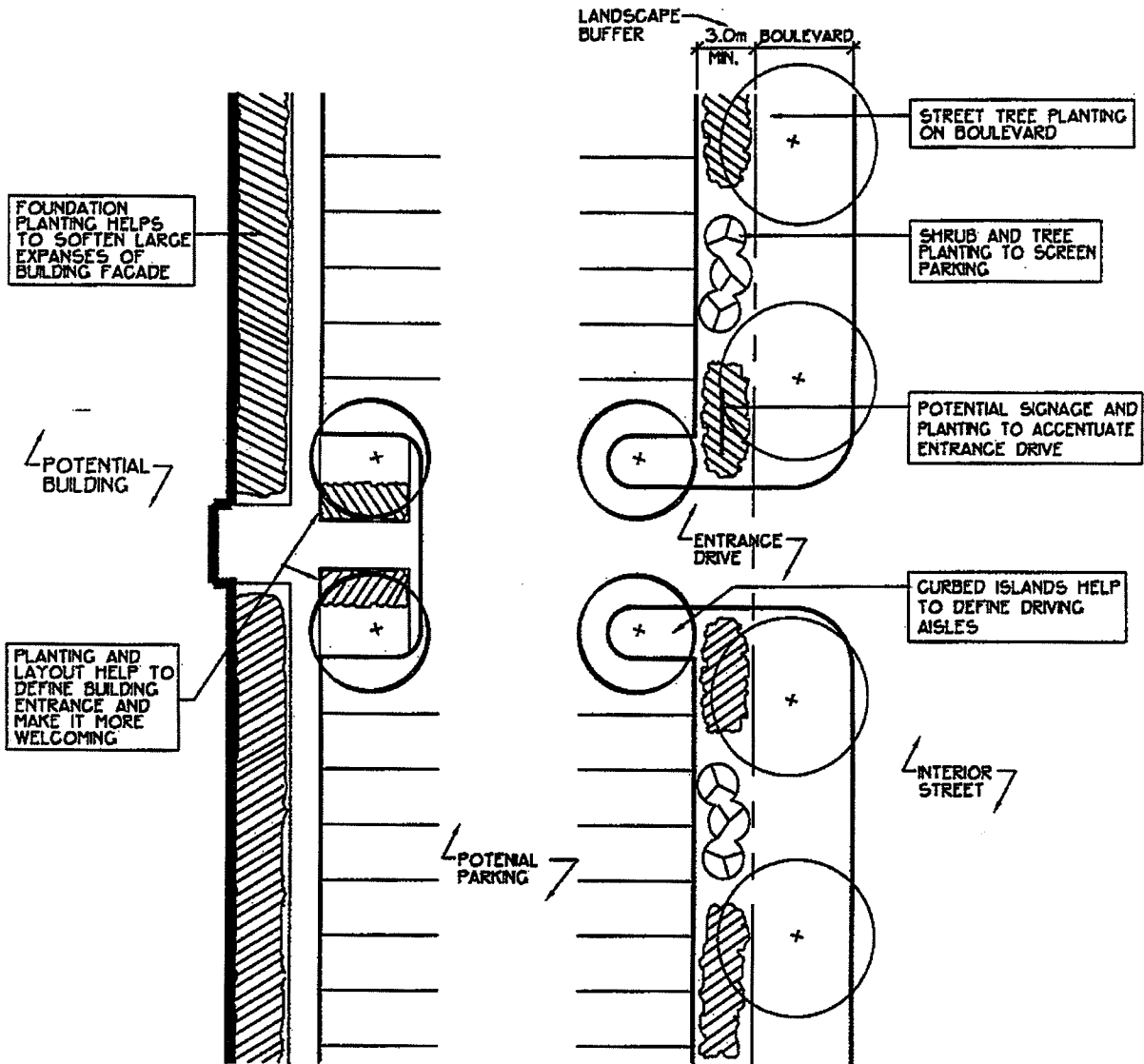
FIGURE #8 • POTENTIAL GATEWAY TO THE PARK/CITY

PRIVATE LAND STREETSCAPING ADJACENT TO INTERIOR STREET**CONCEPTS**

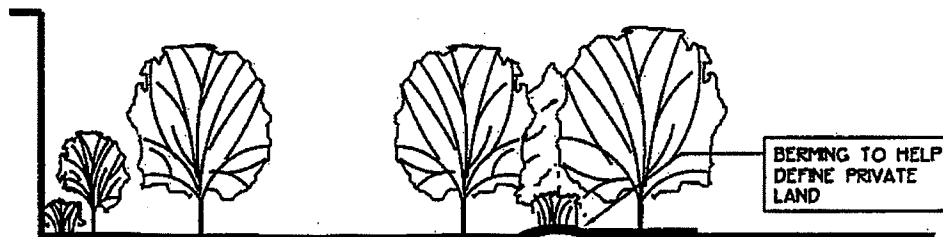
- Provide a distinction between public and private lands along street edges.
- Provide defined and highlighted access points.

GUIDELINES

- Provide landscaping proportionate to size of lot.
- Provide berms, staggered rows of trees, and other suitable landscape features as a landscape buffer between parking areas, loading areas, and adjacent building lots and streets.
- Provide landscaping at the street edge which is compatible with the existing/planned landscaping on the public boulevard.
- Provide a minimum 3.0m wide landscape buffer between the front property line and any parking or built form.
- Landscape buffer to consist of:
 - Berming - maximum side slopes of 1:4 with top and bottom gently rounded; having a natural appearance; and, not interfering with site drainage.
 - Planting - deciduous trees of 50mm caliper minimum
- coniferous trees of 1500mm height minimum.
- shrubs of 500mm height or spread approximate.
- 50% of plants are to be coniferous.
- Provide visual relief in large front yard parking with such elements as curbed planting islands, planting beds, etc.
 - See Figure #9
- Plant islands with drought resistant deciduous trees and suitable ground cover. Maximum height of shrubs to be 600mm to ensure sight lines are not jeopardized.
- Locate 2.5m wide minimum end islands adjacent to main driveways to delineate the roadway circulation; to protect vehicles parked at the end of each row; and, to ensure sight lines are available to drivers exiting from parking aisles.



PLAN



SECTION

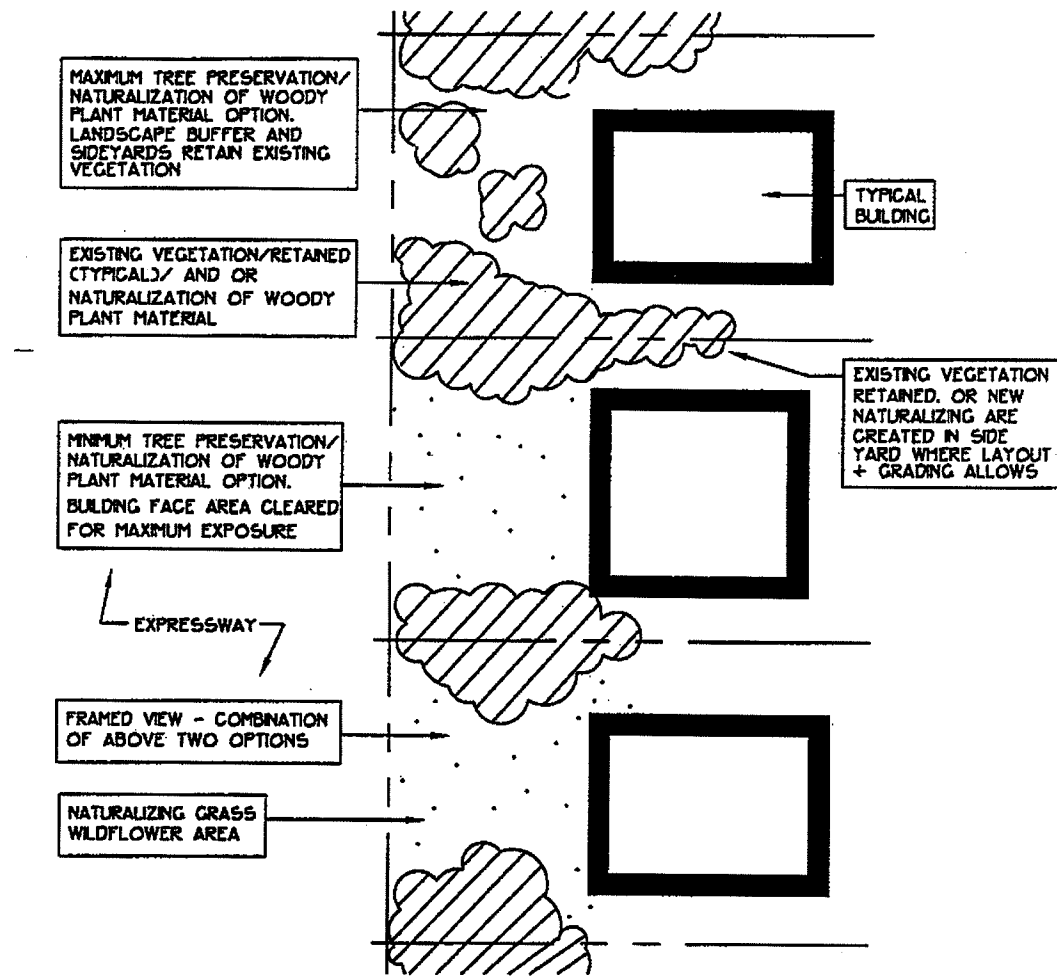
FIGURE #9 • STREETSCAPING ON PRIVATE LAND ADJACENT TO INTERIOR STREET

PRIVATE AND PUBLIC LAND STREETSCAPING ADJACENT TO EXPRESSWAY**CONCEPTS**

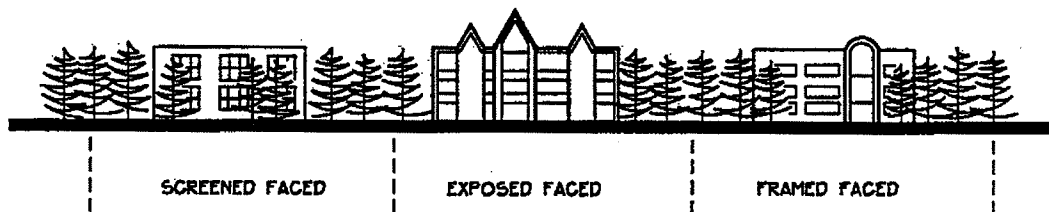
- Protect and retain existing mature trees and indigenous plant material where possible and encourage new areas of naturalization.
- Project the appearance from the Expressways of buildings in a well landscaped “park-like” setting.
- Provide the opportunity for land owners to have the option of “building in a forest” or a forest-framed exposure to Expressway.

GUIDELINES

- Retain as much of existing plant material as possible given layout and grading constraints. However, changes to hydrology of area and exposure to wind throw are concerns that may cause mortality of existing plant material.
- Encourage edge plantings along cut edges to restore edge conditions and create a transition between naturalization and traditional landscape.
- Remove dead or dying material as it occurs if it is viewed as a safety issue or creates a negative visual appearance. Leave area to regenerate itself with pioneer species, or replace with new balled and burlapped conifers that should adapt itself to new site conditions.
- Encourage new areas of naturalization with a diverse mix of native species.
- Provide “naturalized” landscape buffer adjacent to the Expressway. No built form of any kind should occur in this area.
- Remove existing plant material in this buffer to the extent of the building facade facing the Expressway maximum. Retaining more is encouraged if the owner wishes.
- Restore the landscape buffer with grass/wildflower seed mixes and leave to naturalize in those areas cleared of trees to provide exposure to the facade. Maintained sod is not acceptable in the buffer. Area may be mown once a year to discourage woody invaders.
- Minimize or eliminate parking or storage between building facade and the expressway.
- Preserve existing plant material between lots where grading and layout permits.
- Revegetation of native naturalizing species adjacent to remnant existing vegetation is encouraged to make these areas larger and appear more continuous, and create a more sustainable edge condition.
- See Figure #10



PLAN



ELEVATION

FIGURE #10 • STREETSCAPING ADJACENT TO AN EXPRESSWAY

BUILDING GUIDELINES

PRESTIGE BUSINESS ZONE

CONCEPTS

- Promote a development of high quality buildings in a coherent setting.

GUIDELINES

- Provide an identifiable entrance and address prominently visible to the street. (See Figure #11)
- Provide architectural interest through detail and articulation of principal facades. Building shall be consistent in terms of quality, appearance, colour, texture or patterns on principal facades. (See Figure #12)
- Respond to locations bounded by Expressway and interior public street through building design with front face to both orientations.
- Respond to the gateway location in the building design at the southwest corner of the development
- Provide high quality veneer face at principal facades and durable material at first storey minimum e.g. masonry, stone, curtain wall, precast concrete panels. (See Figure #13)
- Emphasize corner locations at main intersections through building design, orientation and increased height. (See Figure #14)
- Screen all rooftop mechanical equipment from street view.
- Integrate the screening of all rooftop equipment, outside storage, loading, service and garbage areas, and entrances thereto into the overall building design concept, compatible with the principal building facade in terms of theme, materials, and colours. Painting of rooftop equipment is not acceptable as a means of screening. (See Figure #4)

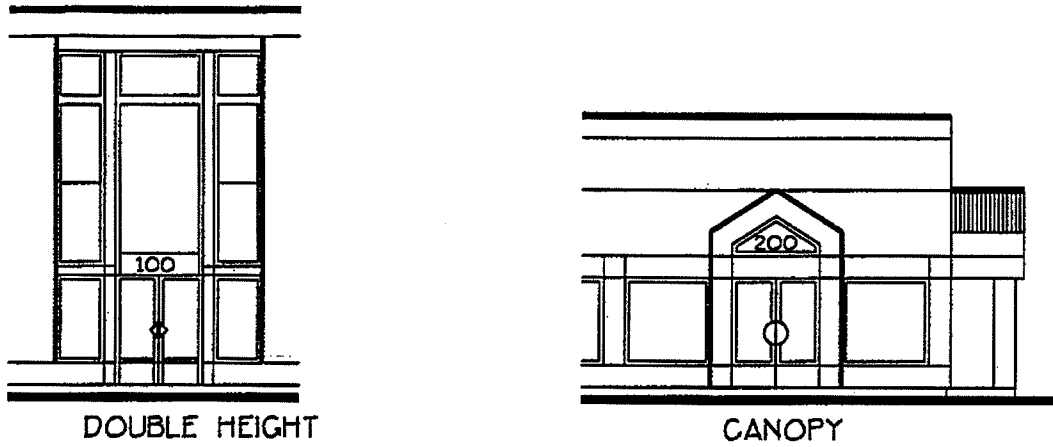


FIGURE #11 • IDENTIFIABLE ENTRANCE

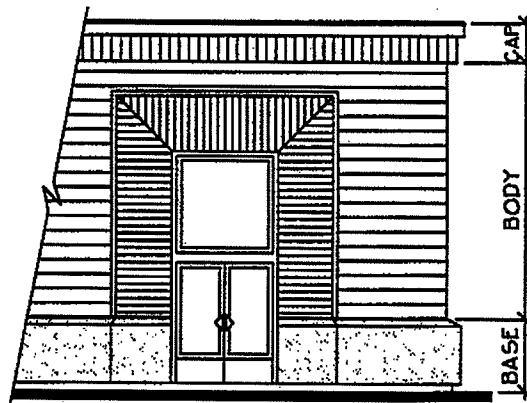


FIGURE #12 • FACADE ARTICULATION

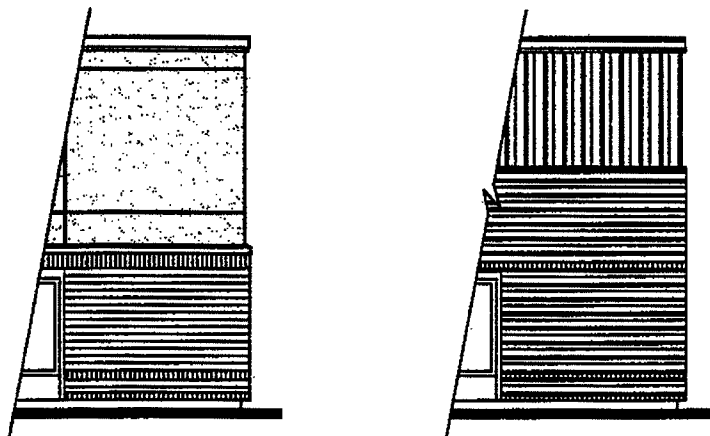
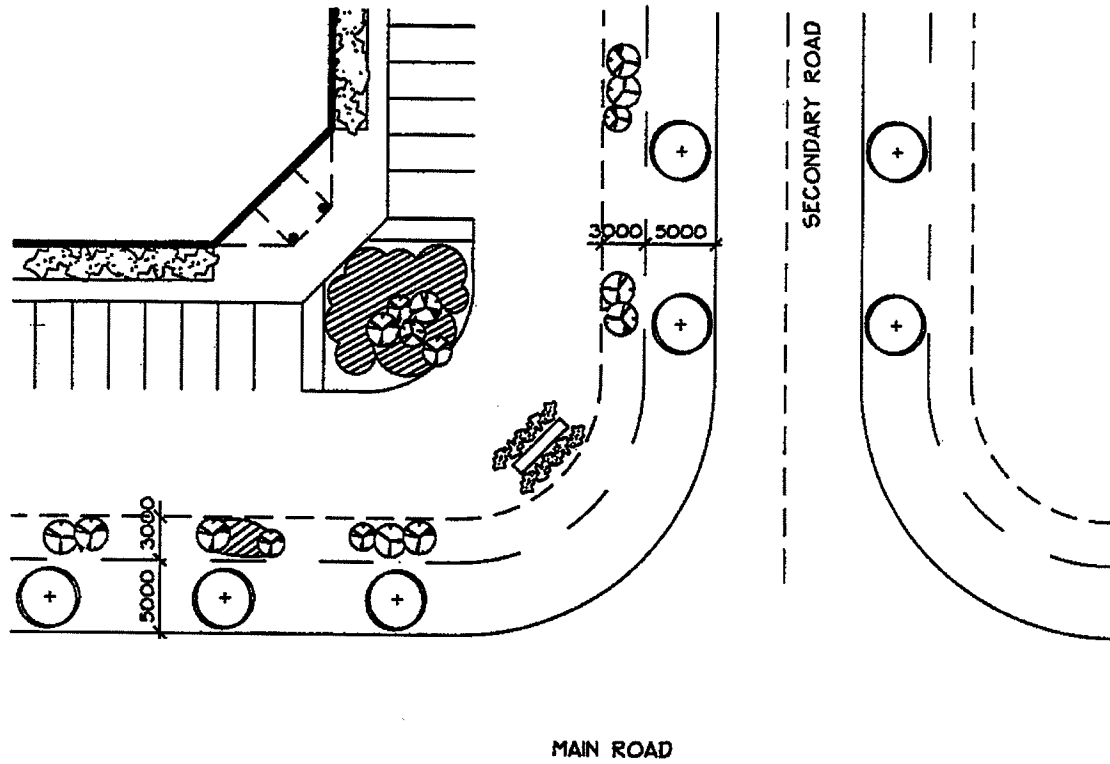
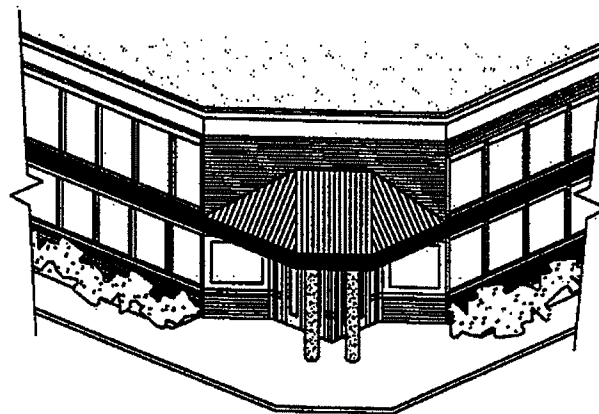


FIGURE #13 • MATERIALS



PLAN



AERIAL VIEW

FIGURE #14 • BUILDING SITING

Lot	Part Numbers 55R-11368	Purchase Price	Area (Square Feet)	Area (Sq Metres)	Area (Ha)	Area (AC)
1	1	\$89,000	35,145	3,265	0.33	0.81
2	2	\$95,000	43,756	4,065	0.41	1.00
3	3	\$100,000	52,465	4,874	0.49	1.20
4	4	\$86,000	46,308	4,302	0.43	1.06
5	5	\$90,000	49,031	4,555	0.46	1.13
6	6	\$72,000	38,407	3,568	0.36	0.88
7	7	\$80,000	38,740	3,599	0.36	0.89
8	8	\$82,000	34,435	3,199	0.32	0.79
9	9	\$80,000	34,435	3,199	0.32	0.79
10	10	\$70,000	37,761	3,508	0.35	0.87
11	11	\$135,000	58,805	5,463	0.55	1.35
Pt. 12	Pt 1-3, 55R-14629	\$77,660	34,363	3,192	0.32	.79
21	21	\$120,000	59,924	5,567	0.56	1.38
22	22	\$137,000	71,539	6,646	0.66	1.64
23	23	\$123,000	61,173	5,683	0.57	1.40
24	24	\$120,000	61,862	5,747	0.57	1.42
25	25	\$120,000	49,494	4,598	0.46	1.14
26	26	\$115,000	49,494	4,598	0.46	1.14
30	Multiple Plans	\$334,000	213,495	19,834	1.98	4.90
34	Multiple Plans	\$395,000	252,825	23,488	2.34	5.79
35	35, 48 & 49	\$321,000	204,541	19,002	1.90	4.70
36	36, 50 & 51	\$353,000	237,200	22,036	2.20	5.45
37	37, 52 & 53	\$339,000	221,646	20,591	2.06	5.09
38	38	\$171,000	88,266	8,200	0.82	2.03
39	39	\$145,000	59,203	5,500	0.55	1.36
40	40	\$140,000	59,203	5,500	0.55	1.36
41	41	\$132,000	59,203	5,500	0.55	1.36
42	42	\$122,000	59,192	5,499	0.55	1.36
43	43	\$103,000	58,999	5,481	0.55	1.35
44	44	\$104,000	59,182	5,498	0.55	1.36
+45	45	\$108,000	59,182	5,498	0.55	1.36
46	46	\$114,000	59,182	5,498	0.55	1.36
47	47	\$133,000	73,649	6,842	0.68	1.69

***** PLEASE NOTE:**

- 1) The prices above are based on the industrial uses permitted in the Innova Business Park.
- 2) A price of \$175,000 per acre will apply for hotel use and will require a zoning amendment.

ATTACHMENT "D"

AGREEMENT OF PURCHASE AND SALE

(INNOVA BUSINESS PARK)

B E T W E E N:

THE CORPORATION OF THE CITY OF THUNDER BAY

Hereinafter called the "City"

OF THE FIRST PART,

- and -

Hereinafter called the "Purchaser"

OF THE SECOND PART.

Recitals:

1. The City has declared the following lands surplus to municipal needs in accordance with the *Municipal Act, 2001*:

Part of Parcel 26068, Thunder Bay Freehold

Being Part of the N.E. 1/4 of Section 54

Township of McIntyre, Designated as

Part(s) _____ on Reference Plan 55R-11368

City of Thunder Bay, District of Thunder Bay

hereinafter referred to as "the Lands"

2. The City agrees to sell in an "as is" "where is" condition, and the Purchaser agrees to purchase in an "as is" "where is" condition, all the interest of the City in the Lands, on the terms and conditions outlined in this Agreement.
3. The Purchaser agrees and acknowledges that the purchase directly or indirectly by or for a City employee or a member of an employee's family (as defined in the Municipal Conflict of Interest Act) is prohibited.

THIS AGREEMENT IS ENTERED in consideration of the exchange of covenants set out, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00 Purchase Price; Payment Terms, Etc.

- 1.01 **Purchase Price:** The price to be paid by the Purchaser for the City's interest in the Lands (referred to in this Agreement as the "Purchase Price") is the sum of _____ (\$ _____) DOLLARS.
- 1.02 **Deposit:** The Purchaser has delivered to the City a deposit (referred to in this Agreement as the "Deposit") equal to **five (5%) percent** of the Purchase Price in the amount of _____ (\$ _____) DOLLARS.
The City acknowledges receipt of the Deposit.
- 1.03 **Payment of the Balance Due:** The balance of the Purchase Price, which is the sum of _____ (\$ _____) DOLLARS is to be paid by **certified cheque** within **thirty (30) days** from the date the Agreement of Purchase and Sale is executed by the City, otherwise this Agreement will become null and void and the initial **five(5%) deposit** will be forfeited to the City.
- 1.04 **Date of the Agreement:** The Date of the Agreement is deemed to be the date that the Agreement of Purchase and Sale is executed by the City.
- 1.05 **Landscaping Deposit:** In addition to the purchase price herein, the Purchaser shall further pay coincidentally with payment of the purchase price as hereinbefore set out, the further sum of FIVE THOUSAND **(\$5,000.00)** DOLLARS (referred to in this Agreement as the "Landscaping Deposit") to be held by the City as security for the completion of all building and other capital improvements, landscaping, grading, parking areas, sidewalks and driveways over the Lands hereinbefore described. The Purchaser shall complete all sodding and/or seeding and growth of grass in all areas not covered by sidewalks and reasonable areas for driveways and parking areas as more particularly detailed on the plans and specifications provided to Realty Services. The City may, in its discretion, withhold the sum of FIVE THOUSAND **(\$5,000.00)** DOLLARS until all building and other capital improvements, landscaping, grading, parking areas, sidewalks and driveways have been completed to the City's full satisfaction. The Purchaser shall complete the aforesaid works as required by the City within **two (2) years** from the Date of the Agreement, failing which the City is entitled to retain the said monies held as security for its own use as liquidated damages and not as a penalty. In such event, the City shall not be obligated to utilize the monies to complete the aforesaid works but may use the said monies for any purpose. The obligation in this Section shall survive and not merge on the closing of the transaction, however, the parties shall agree to a substantively similar section to be inserted in the Site Plan Control Agreement that is referred to in Section 2.02 of this Agreement.
- 1.06 **Waiver of Delivery:** The Purchaser waives delivery of this Agreement, however, the Purchaser is entitled to receive a copy of this executed Agreement within a reasonable period of time following its execution by authorized City officials.

- 1.07 **Preliminary Construction:** The Purchaser agrees to complete construction of the building conceptually detailed on the plans and specifications attached as **SCHEDULE "A"** to this Agreement and to be further defined through site plan control agreement with the City, to the extent of **fifteen percent (15%)** of the said building construction cost within **one (1) year** from the Date of the Agreement, and will within such time provide to the City a certificate of an architect, duly authorized to practise in the Province of Ontario, indicating that the said building has been constructed to at least a level of the said **fifteen percent (15%)** of the overall cost of construction. In the event that the plans and specifications as herein referred to include more than one building, then the fifteen percent (15%) applies to fifteen percent (15%) of each building. Should the Purchaser fail to so complete construction as aforesaid within the time limit aforesaid, then this Agreement and all of the rights of the Purchaser hereunder shall immediately thereupon become and be forfeited and void, without notice, action or other proceeding on the part of the City and the City shall thereupon be at the liberty to re-sell the Lands free and clear of any right, title and interest of the Purchaser or of any person or persons claiming under him, and **ten percent (10%)** of the purchase price hereinbefore paid by the Purchaser will be forfeited to the City as and for liquidated damages and not as a penalty.
- 1.08 **Final Construction:** The Purchaser agrees to construct on the Lands, the improvements conceptually detailed on the plans and specifications attached as **SCHEDULE "A"** to this Agreement and to be further defined through site plan control agreement with the City. The Purchaser further agrees that the improvements will be constructed and completed, free of deficiencies within **two (2) years** from the Date of the Agreement. The said improvements shall comply with all By-laws of the City, all applicable building codes and any other governmental laws, regulations or requirements. The Purchaser agrees that a final inspection of the improvements by the City Building Services Division will be completed before such date and will reveal no outstanding work or deficiencies. The requirements set out in this paragraph shall not merge on the transfer of title to the Purchaser but shall at all times survive such transfer.
- 1.09 **Extensions:** Any time limit or closing date as set out in this Agreement, if agreed by both the City and Purchaser to be extended, may be extended at the discretion of the Manager, Realty Services Division, without the necessity of specific City Council authorization.
- 1.10 **Insurance:** The Purchaser agrees to provide All Risk Builder's Risk Insurance and Comprehensive General Liability Insurance in an amount and form satisfactory to the City prior to commencing construction on the said lands. The said policy shall name the City as an additional insured and shall be maintained in full force and effect as long as the City retains title to the said lands. The Purchaser acknowledges and agrees that the City will not issue a Building Permit until proof of insurance as herein required has been given to the City.
- 1.11 **Assumption of Costs and Obligations:** The Purchaser shall assume and pay all costs, taxes and assessments against the Lands from (and including) the Closing Date. Up to the Closing Date, the City shall pay them. All costs shall be apportioned to the Closing Date and adjusted for upon closing.

- 1.12 **Conveyance of Title:** Notwithstanding anything herein elsewhere contained and notwithstanding that the Purchaser may have paid the whole purchase price, the Purchaser acknowledges that it shall not be at liberty to assign any rights under this Agreement (except with the written consent of the Manager, Realty Services Division) and shall not be entitled to have the Lands conveyed until the Purchaser has paid all of the monies owing pursuant to this Agreement and has constructed the improvements contemplated as hereinbefore set out to the stage required in Section 1.07 of this Agreement.
- 1.13 **GST/HST.:** The Purchase Price does not include Goods and Services Tax and Harmonized Sales Tax ("GST And or HST"). If this transaction is subject to GST and/or HST, then the applicable GST and/or HST shall be paid to the City in addition to the Purchase Price. All GST and/or HST shall be collected and remitted as required by law.
- 1.14 **GST/HST Registration:** If the Purchaser is a GST and/or HST registrant as of the Closing Date, the City shall not be required to collect or remit the applicable GST and/or HST to Canada Revenue Agency. The Purchaser agrees to indemnify and hold harmless the City with regard to any GST and/or HST required to be paid as a result of this transaction. The Purchaser certifies that it is and will remain as of the Closing Date a valid GST and/or HST registrant and that its GST and/or HST Registration Number is:

_____.
- 1.15 **Title Direction:** The Purchaser directs the City to reflect title to the Lands in the Transfer/Deed of Land to the Purchaser in the Purchaser's name as indicated in this Agreement. The Purchaser may re-direct that title to the Lands be taken in the name of a person, persons or corporations other than the named Purchaser. If the Purchaser wishes that title be taken in another name or names, then the Purchaser shall provide written direction to the City prior to the preparation of the Transfer/Deed of Land indicating the name of the Transferee to be shown on the Transfer/Deed of Land.
- 1.16 **No Document Registration Agreement:** The City will not be entering into a Document Registration Agreement (DRA); however, the City has adopted and will be abiding by the current DRA prepared by the Law Society of Upper Canada.
- 1.17 **Electronic Registration:** The Electronic Transfer will be initiated by the City and forwarded via Teraview to the Purchaser's solicitor for completion. Once completed by the Purchaser's solicitor, the City will release the Transfer to be registered by the Purchaser's solicitor at the expense of the Purchaser.
- 1.18 **Termination:** The Purchaser may terminate this Agreement at any time prior to the Closing Date with the City's consent. The Purchaser shall forfeit its Deposit in the event of termination pursuant to this Section.

ARTICLE 2.00 Conditions

- 2.01 **Use of the Lands:** The Purchaser agrees and acknowledges that the City has not made any representation or warranty with respect to the Purchaser's intended use of the Lands. The Purchaser acknowledges that the Lands are subject to site plan control (as contemplated in the Planning Act) and that no building permit will be issued until the Purchaser has met the terms and conditions of any site plan control provisions applicable to the Lands.
- 2.02 **Site Plan Control Agreement:** The Purchaser covenants and agrees to enter into a site plan control agreement (as contemplated by the *Planning Act*) with the City, at its sole cost and expense, with respect to the Purchaser's responsibilities pertaining to landscaping, placement of buildings and structures, architectural design, signage, the design and installation of municipal services, access/traffic issues and storm water management pursuant to the Innova Business Park Development Guidelines. The Purchaser further covenants and agrees to register the Site Plan Control Agreement on the same date as title to the Lands is conveyed to the Purchaser.
- 2.03 **Utilities:** The Purchaser must make application for underground hydro, telephone, sewer and water services, and any other utility services that may be required. The Purchaser acknowledges that it shall be solely responsible for all costs relating to those utilities.
- 2.04 **Services:** The Purchaser acknowledges and agrees that it will not do or omit to do anything on any part of the Lands which will interfere with or cause damage to any service installed or to be installed on any part of the Lands or on any City-owned property adjacent thereto which services include, without limiting the generality of the foregoing; roads, ditches, drains, sidewalks, grade stakes, gas lines, water lines, water boxes, telephone boxes and hydro electric works. Any such damage so caused may be corrected by the City at the expense of the Purchaser and it is agreed and understood that the City shall have an immediate right of entry for the purpose of undertaking such work.
- 2.05 **Driveways and Entrances:** The Purchaser acknowledges its responsibility to make application to the City's Engineering Division for any driveway entrance permits that are required. Any driveway entrance shall be constructed in accordance with both the Driveway Control Policy of the Engineering Division and all applicable Zoning By-laws.
- 2.06 **Adjacent Lands:** The Purchaser shall landscape and maintain the publicly owned lands adjacent to the Lands, being the lands from the front lot line of the Lands herein to be purchased up to the travelled road.
- 2.07 **Title to the Lands:** The Purchaser shall be entitled to examine the title to the Lands at its own expense. The Purchaser is to be allowed **thirty (30) days** from the Date of the Agreement to make any title examinations and to investigate the title to the property at its own expense. If, within the time set aside for examination of title, the Purchaser provides the City, in writing, with any valid objection to the title, which the City is unable or unwilling to remove, then this Agreement shall be void and the Deposit paid on account of the Purchase Price shall be returned to the Purchaser without interest or deduction, and the City shall not be liable for any costs or damages. Save as to any valid objection so made within that time,

the Purchaser shall be conclusively deemed to have accepted the title of the City to the Lands subject to any easement or right-of-way retained by the City, subject to the terms of any Site Plan Control Agreement as may be required, and subject to any reservations in the original Patent from the Crown.

- 2.08 **Municipal Controls:** The Purchaser agrees to accept the Lands subject to all municipal requirements, including building and zoning by-laws, Site Plan Control designations, easements for hydro, gas, telephone, requirements for lot grading and/or drainage, sewer or like services and to restrictions and covenants that run with the Lands. The City shall not be responsible for ensuring that the proposal complies with any and all applicable by-laws, zoning or otherwise, provincial or federal laws and/or regulations or ordinances that may apply to the proposal.
- 2.09 **Production of Documents:** The Purchaser shall not require from the City the production of any title deed, abstract of title, survey or other proof or evidence of title.
- 2.10 **Environmental Conditions:** The Purchaser acknowledges that the City makes no representation or warranty as to any environmental pollutant that may be in the soil. The Purchaser shall have the right to take soil tests as it wishes, provided at all times that it restores the Lands to its original condition (in the event of non-completion) and shall be allowed **thirty (30) days** from the Date of this Agreement to do so. Should the Purchaser find pollutants in the soil that it is unwilling to accept, then its only remedy will be to terminate this Agreement upon notice to the City within the time limit set out in this Section of this Agreement. Upon the City receiving the notice, this Agreement shall be terminated, and the Deposit shall be returned to the Purchaser in full without interest or deduction.
- The Purchaser acknowledges that the subject property may contain salt beyond normal limits. The Purchaser accepts the property subject to any salt contamination and the Purchaser covenants that it will employ throughout the entire construction of any buildings or other improvements on the property sulphate and chloride resistant concrete or other materials as approved the City Engineering Division from time to time.
- 2.11 **Fill:** The Purchaser acknowledges and agrees that the importation of suitable fill may be required. The Purchaser shall be solely responsible for the costs of any fill, including the costs of all labour associated with its importation.
- 2.12 **Lot Clearing:** The Purchaser agrees that it will be solely responsible for any necessary clearing of the Lands, including the removal of any existing windfall.
- 2.13 **Storm Water Management:** The Purchaser shall submit a storm water management report/plan for the development to the complete satisfaction of the City Engineering Division. The covenants herein shall run with the land described herein and be binding on any and all subsequent owners or other parties having an interest therein and shall enure at all times to the benefit of the City who may enforce same against any and all subsequent owners or parties having an interest in the lands from time to time.

- 2.14 **Lot Grading and Drainage:** The Purchaser acknowledges that the City will require a lot grading and drainage plan for the Lands and the Purchaser agrees to submit such lot grading and drainage plan in accordance with the requirements of the City's Engineering Division. In order to verify that the Purchaser will and has complied with the said plan, the Purchaser shall, at its own expense, retain an Ontario Land Surveyor, or professional engineering firm (or such other firm or persons as are from time to time authorized by the City) to attend upon the site to verify the elevations of footings (before they are poured) and to verify final grading compliance upon completion of final grading. The Purchaser agrees to provide to the City from the said Ontario Land Surveyor or professional engineering firm or others written verification of footing levels and final grades prior to the pouring of footings and prior to final inspection of the building(s) and grounds by the City and in all cases within **two (2) years** from the Date of the Agreement.
- 2.15 **Dust Control:** In the event that the Purchaser does not adequately control dust emanating from the lands, the City may take such remedial measures as it, in its discretion, considers reasonable to prevent the escape of dust from the property and may utilize the deposit monies (including the Landscaping Deposit posted in accordance with Section 1.05 of this Agreement to cover the cost of such remedial measures.
- 2.16 **No Garbage Collection:** The Purchaser acknowledges that the City will not provide garbage collection at curbside for this industrial development. The covenants herein shall run with the land described herein and be binding on any and all subsequent owners or other parties having an interest therein and shall enure at all time to the benefit of the City who may enforce same against any and all subsequent owners or parties having an interest in the lands from time to time.
- 2.17 **Survey Stakes or Bars:** The Purchaser acknowledges and agrees that it is solely responsible for locating survey stakes or bars on the Lands and any costs incurred with respect thereto.
- 2.18 **Easements:** The Purchaser acknowledges that the City requires easements over the Lands for utility purposes and the Purchaser accepts title to the Lands subject to those easements over **Part X** on Reference Plan **55R-11392**. The Purchaser further acknowledges that easement rights have been transferred to Thunder Bay Hydro Electricity Distribution Inc. under Instrument Number TY7503.
- 2.19 **Development Approval Authority:** The Purchaser acknowledges that some of the development approvals associated with the Purchaser's intended use and with the development of the Lands (including, without limitation, any required Official Plan and Zoning By-Law amendments, site plan approval, building permits, and any matter involving delegated authority or decisions) may be decisions of the elected council of the City, or of one or more of its appointed boards. The Purchaser acknowledges that the City's execution of this Agreement in no way precludes or predetermines any public process required to be undertaken before a development approval is provided. The City, as the approval authority, reserves the right independent of this Agreement to make whatever development approval decision it considers to represent good planning. Nothing in this Agreement derogates from, interferes with or fetters the exercise by the City of any of its rights and obligations (whether

discretionary or mandatory) as a municipality, or imposes any obligations on the City in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out any of its statutory rights and responsibilities including its planning rights and responsibilities. Nothing in this Agreement derogates from, interferes with or fetters the exercise by the City's officers, employees, agents, representatives, or elected or appointed officials of any of their rights and obligations (whether discretionary or mandatory), or imposes any obligations on the City's officers, employees, agents, representatives, or elected or appointed officials, other than as expressly set out in this Agreement.

ARTICLE 3.00 Relationship of the Parties

- 3.01 **Relationship of Parties:** Nothing in this Agreement creates any relationship between the parties excepting the relationship existing between the City and Purchaser in a land transaction. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.
- 3.02 **Non-Registration:** The Purchaser in this Agreement covenants and agrees that it will not register this Agreement, or any notice of this Agreement, against the title to the Lands.
- 3.03 **Indemnification:** The Purchaser agrees to indemnify and save harmless the City of and from any and all manner of actions, claims, demands, damages, loss, costs (including but not limited to all legal fees and disbursements) and charges whatsoever occasioned to, or suffered by, or imposed upon the City or its property, either directly or indirectly, in respect of any matter or thing arising out of the acts, omissions, operations or activities of the Purchaser, its agents, employees and contractors under this Agreement or out of the occupation or use of any of the Lands by them or any of them or in respect of any accident, damage or injury to any person, animal or thing relating to, or arising from that occupation or use.

ARTICLE 4.00 Interpretation Rules and General Terms and Conditions

- 4.01 **Defined Terms:** Words used in this Agreement with their initial letters capitalized are either proper nouns, titles or words that have been specifically defined. Where words are specifically defined in this Agreement and then used elsewhere in this Agreement with their initial letters capitalized, it is intended that the term is being used as defined. Words appearing in ordinary case are intended to have the use ascribed to them in ordinary use of the English Language.
- 4.02 **Construing this Agreement:** The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation. All provisions of this Agreement creating obligations on either party will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context. All references to money are considered reference to lawful currency of Canada. The terms "include", "includes" and "including" are to be interpreted without limitation to the words or phrases that precede them. The recitals and schedules to this Agreement are integral parts of it.

4.03 **Legislation; By-laws:** Each reference to Provincial legislation in this Agreement, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this Agreement, unless otherwise specified, is a reference to a By-law of the City, and, in every case, includes all applicable amendments to the By-law, including successor by-laws.

4.04 **Tender:** Any tender of documents or money under this Agreement may be made upon the Purchaser or City or their respective lawyers on the Closing Date. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

4.05 **Notice (other than Tender):** Any notice to be given under this Agreement (excluding any tender, which is governed by **Section 4.04**) shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Purchaser at:

Purchaser: _____

Attention: _____

Address: _____

Facsimile: _____ - _____ - _____

or to the City at:

The Corporation of the City of Thunder Bay
Attention: Realty Services Manager
111 Syndicate Avenue South
(Victoriaville Civic Centre, Second Floor)
P.O. Box 800
Thunder Bay, Ontario P7C 5K4
Facsimile: 807-625-2977

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
- (b) the business day next following the date of facsimile transmission; or
- (c) **five (5) days** following the date of mailing of the notice;

whichever is applicable or, in any case, on the date and at the time that receipt is acknowledged by the recipient. Notwithstanding Section 4.10, either party may change its address for notice by giving notice of change of address pursuant to this Section.

4.06 **Time & Acts of God:** Notwithstanding anything in this Agreement, neither party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in

- financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in this Agreement. The parties or their respective solicitors, who are expressly authorized in this regard, or the Manager of the Realty Services Division or his/her designate, may agree to extend or abridge any time specification in this Agreement, and the extension or abridgement is valid if completed in writing and signed by both parties (or their authorized representatives in accordance with this Section).
- 4.07 **Successors**: The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assignees. This Agreement may not be assigned by the Purchaser without the City's express written consent.
- 4.08 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Lands and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and this Agreement fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the purchase and sale of the Lands in existence at the time of execution and delivery of this Agreement.
- 4.09 **Partial Invalidity**: If any article, section, subsection, paragraph, Section or subSection or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the City and the Purchaser agree that the remainder of this Agreement shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this Agreement shall have effect, notwithstanding any statute to the contrary.
- 4.10 **Amendments**: No supplement, amendment or waiver of or under this Agreement (apart from amendments to notice provisions of **Section 4.05**) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 4.11 **Governing Law**: This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 4.12 **Freedom of Information**: The Purchaser acknowledges that this Agreement is a public document.
- 4.13 **Independent Legal Advice**: The Purchaser acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement. Each party to this Agreement shall be responsible for its own legal costs.
- 4.14 **Counterparts**: This Agreement, or any document referenced in this Agreement, may be signed in counterparts.

4.15 **Facsimile Signatures:** Facsimile signatures are accepted as originals provided that the originally executed document is forwarded to the recipient of the facsimiled signature within **five (5) business days** of the date of delivery of the facsimiled signature.

AS EVIDENCE OF ITS AGREEMENT, the Purchaser has executed this Agreement by the signature of its properly authorized officer this _____ day of _____, 20___. By signing the Agreement, the authorized officer warrants to the City that the Purchaser corporation is duly incorporated and in good standing, and that the officer has the authority to bind the corporation.

(NAME OF COMPANY)

Per:

Name:

Position:

Per:

Name:

Position:

AS EVIDENCE OF ITS AGREEMENT, the City has executed this Agreement by the signature of its properly authorized officer this _____ day of _____, 20__.

THE CORPORATION OF THE CITY OF THUNDER BAY

Per:

KAREN LEWIS

General Manager, Development & Emergency Services Department
as authorized under By-law Number 004-2005, as amended

ZONING/PERMITTED USES

This information is extracted from the City Zoning By-law 1-2022, (i.e., Section 6 Business Areas) and is for general information purposes only. Other regulations may apply. Therefore, for accurate reference, the Zoning By-law is available from the Planning Services Division, Victoriaville Civic Centre or thunderbay.ca/en/business/zoning.aspx

Further information regarding Zoning and/or Official Plan compliance may be obtained from:

Development Services Department – Planning Services Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, ON P7C 5K4
Telephone (807) 625-2216
Facsimile (807) 623-2206

PERMITTED USES - INNOVA BUSINESS PARK

BU - Business Zone

The purpose of the Business Zone is to create an ideal location for business office. Complementary uses such as hotels, recreation uses, and restaurants are also permitted.

- **Health Centre**
- **Hotel**
- **Indoor recreation use**
- **Light industrial use**
- **Microbrewery**
- **Office**
- **Research facility or laboratory**
- **Restaurant**
- **Retail warehouse**
- **Warehouse**

Business Zone – Density Standards

		Main use permitted in Sections 6.1.2
Minimum lot area		930 m ²
Minimum lot frontage		20 m
Maximum number of main uses		No maximum
Maximum number of secondary uses		No maximum
Maximum number of main buildings		No maximum
Maximum lot coverage		35% of the lot area
Minimum GFA	Office	500 m ²
	Research facility or laboratory	
Maximum GFA	Storefront in a retail warehouse	185 m ²

Business Zone – Location and height requirements for a building, structure or outdoor display

		Building, structure or outdoor display
Minimum - maximum height		No minimum – 17.0 m
Minimum - maximum front setback		6.0 - 48.0 m
Minimum - maximum exterior side setback		3.6 - 27.0 m
Minimum rear setback		6.0 m
Minimum interior side setback		3.0 m
Minimum separation distance between main buildings		6.0 m

Business Zone – Location and height requirements for outdoor storage

		Outdoor storage
Minimum - maximum height		No minimum - 8.0 m
Minimum - maximum front setback		Front setback of main building that is closest to the front lot line - no maximum
Minimum - maximum exterior side setback		Exterior side setback of main building that is closest to the exterior side lot line - no maximum
Minimum rear setback		0.3 m
Minimum interior side setback		0.3 m
Minimum separation distance		Not applicable

Business Zone – Access, landscaping and parking requirements

	Any use permitted in Section 6.1	
Maximum driveway width	9.0 m	
Maximum number of driveways	Lots with 6.0 - 16.0 m of street line	1
	Lots with 16.1 - 31.0 m of street line	2
	Lots with greater than 31.0 m of street line	1 additional per each additional 50.0 m of street line in excess of 31.0 m
Maximum separation distance between driveways on same lot	6.0 m	
Minimum landscaped area	20% of lot area which must include a 6.0 m strip along all lot lines abutting a street allowance and a 3.0 m along all other lot lines	
Minimum visual screen	<ul style="list-style-type: none"> • 1.6 m high visual screen around all outdoor storage in the form of a solid fence or wall • 1.6 m high visual screen along all lot lines abutting a zone which permits a residential use on the first storey 	

NOTES:

1. A “**Health centre**” is a **place** where members of the public are provided with medical, health, welfare, or social support services and resources, but not overnight care or living accommodation. The term also includes a **place** where **domestic pets** are provided with veterinary health and medical care. A **health centre** may include an **accessory** pharmacy or **accessory** fitness area.
2. An “**Indoor recreation use**” is a **building** used for indoor leisure activities, cultural or social promotion, or entertainment. The term includes museum, art gallery, movie theatre, social club, public hall, fitness centre, convention centre, theatre for the performing arts, covered arena or field, gymnasium, billiard hall, bowling alley, miniature golf course, driving range, ice or roller skating or curling rink, swimming pool, sauna or a similar **use**. The term excludes **outdoor recreation uses**.
3. A “**Landscaped area**” is an open area of land, unoccupied by **buildings** or **structures**, **motor vehicles** or items on display, situated at ground level on a **lot** and used for the growth and maintenance of grass, flowers, shrubs, trees or other vegetation. The term does not include surfaced walkways and **patios**, retaining walls or any other hard landscaping features, roof-top terraces, and **driveways** or **parking lots** regardless of composition.
4. A “**Light industrial use**” is an **industrial use** which is unlikely to interfere with the normal enjoyment of any nearby **place**. The operations are entirely enclosed within a **building**, such that adverse effects such as noise, vibration, dust, or odour are negligible. **Outdoor storage** of any kind is prohibited. The term includes but is not limited to small scale production or

processing uses, indoor storage and/or workshop for a **tradesperson**, repairs or services for appliances or **small engine equipment**.

5. A “**Microbrewery**” is a **place** used for the small-scale production of beverages including beer, wine, cider, and spirits. The terms includes any commercial uses related to the **microbrewery** such as a retail store, a **restaurant**, a tasting room, event space, and **accessory** support spaces.
6. An “**Outdoor display**” is the **use** of land for the external storage of merchandise that is displayed for sale to customers of the business which is the **main use** of the land.
7. An “**Outdoor storage**” is the storage of equipment, goods and or materials outside of any **building** or **structure**, including storage in unenclosed portions of any **building** or **structure** which are open to the air on the sides. The term includes the storage of **heavy equipment, motor vehicles, or storage containers**.
8. A “**Research facility or laboratory**” is a **place** primarily used for research, investigation, testing, or experimentation in any field of science, medicine, or technology. The **use** does include not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.
9. A “**Retail warehouse**” is a **place** which is used primarily for the housing, storage, adapting for sale, packaging or wholesale distribution of goods, wares, merchandise, food stuff, substances, articles, and the like and where a portion of the floor area is devoted to the retail sale of said products.
10. A “**Warehouse**” is a **building** or part thereof which is used primarily for the housing, storage, adapting for sale, packaging or wholesale distribution of goods, wares, merchandise, food stuff substances, articles, and the like but does not include chemical storage or **outdoor storage**. The term does not include **retail warehouse** or an **industrial use**.
11. Twenty percent (20%) minimum landscaped open space is required in the Zoning By-law. To meet storm water drainage limitations equivalent to 25-30% soft landscaping over the entire park, additional soft landscaping and/or storm water retention features will be required on a site-by-site basis within the Agreements of Purchase and Sale and the Site Plan Control Agreements. These agreements are also expected to impose a landscaped strip along the Harbour Expressway and Highway 11/17 (Thunder Bay Expressway).

LOT SALES & DEVELOPMENT

Deanna Walker, Manager – Realty Services

The Corporation of the City of Thunder Bay
Development & Emergency Services/Realty Services Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, ON P7C 5K4
Telephone: (807) 625-2991
Fax: (807) 625-2977
Email: deanna.walker@thunderbay.ca

Information regarding the development process of the Business Park including lot prices and completion of all required documentation/agreements

ECONOMIC DEVELOPMENT ASSISTANCE

The Corporation of the City of Thunder Bay
Thunder Bay Community Economic Development Commission
Box 800, 201-34 Cumberland Street North
Thunder Bay, ON P7C 5K4
Telephone: (807) 625-3961
Fax: (807) 623-3962
Email: develop@thunderbay.ca

Information and services regarding business development

PLANNING SERVICES

Devon McCloskey, Manager – Planning Services

The Corporation of the City of Thunder Bay
Development & Emergency Services/Planning Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, Ontario P7C 5K4
Telephone: (807) 625-2406
Fax: (807) 625-2206
Email: devon.mccloskey@thunderbay.ca

Zoning Information
Planning/Site Design Issues
Procedures, Application & Co-ordination

LANDSCAPING

Werner Schwar, Supervisor – Parks & Open Space Planning

Guy Walter – Landscape Architect

The Corporation of the City of Thunder Bay
Infrastructure & Operations Department
1st Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, Ontario P7C 5K4
Telephone: (807) 625-2806 (Werner), (807)630-5485 (Guy)
Fax: (807) 625-3258
Email: werner.schwar@thunderbay.ca
or
guy.walter@thunderbay.ca

Information regarding landscaping and City trees

SEWER AND WATER

Aaron Ward, Project Engineer

The Corporation of the City of Thunder Bay
Infrastructure & Operations/Engineering Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, ON P7C 5K4
Telephone: (807) 625-2444
Fax: (807) 625-3588
Email: aaron.ward@thunderbay.ca

Servicing Information including water,
sanitary sewer and storm sewer
connections to the property, entrance
requirements and storm water management
retention requirements

ELECTRIC POWER

Thunder Bay Hydro/Engineering Planning & Development
37 Front Street
Thunder Bay, ON P7A 8B2
Telephone: (807) 343-1176
Email: clerks@synergynorth.ca

Information regarding hydro services and
location of utility easements

TELECOMMUNICATIONS

Mitchell Malcolm, Manager

Outside Plant Engineering and Construction
1050 Lithium Drive
Thunder Bay, ON P7B 6G3
Telephone: (807) 625-3016
Email: mitchell.malcolm@tbaytel.com

Telephone cable information
and location of utility easements

ENBRIDGE GAS

1211 Amber Drive
Thunder Bay, ON P7B 6M4
Telephone: 1-888-774-3111

Information regarding gas lines
and location of utility easements

PROVINCIAL HIGHWAYS

Randall Dykstra

Corridor Management Officer

Ministry of Transportation
615 South James Street
P.O. Box 1177
Thunder Bay, ON P7C 4X9
Telephone: (807) 473-2089
Email: randall.dykstra@ontario.ca

Information regarding permits for
Provincial highway land use & signs

FIRE HYDRANTS

Greg Hankkio, Fire Chief

Thunder Bay Fire Rescue
The Corporation of the City of Thunder Bay
Development & Emergency Services
330 Vickers Street North
Thunder Bay, Ontario P7C 4B2
Telephone: (807) 625-2101
Fax: (807) 623-4545
Email: greg.hankkio@thunderbay.ca

Location of fire hydrants and fire access routes

BUILDING SERVICES

Jonathan Kushner, Senior Plans Examiner

The Corporation of the City of Thunder Bay
Development & Emergency Services/Building Division
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, Ontario P7C 5K4
Telephone: (807) 625-2577
Fax: (807) 623-9344
Email: jonathan.kushner@thunderbay.ca

Building Code and Building Permit Information

GARBAGE/REFUSE REQUIREMENTS

Jason Sherband, Manager

The Corporation of the City of Thunder Bay
Infrastructure & Operations/Solid Waste & Recycling Services
2nd Floor, Victoriaville Civic Centre
111 S. Syndicate Avenue, P.O. Box 800
Thunder Bay, ON P7C 5K4
Telephone: (807) 625-3851
Fax: (807) 625-3588
Email: jason.sherband@thunderbay.ca

Information regarding garbage/refuse requirements

RECYCLING

The Corporation of the City of Thunder Bay
Infrastructure & Operations Dispatch

Information regarding recycling initiatives

Telephone: (807) 625-2195

CABLE T.V.

Shaw Communications Inc.
1635 Paquette Road
Thunder Bay, ON P7B 5E5
Telephone: (807) 766-7027
Fax: (807) 766-7022
Email: ProjectManagerOntario@sjrb.ca

Information regarding cable television
and location of utility easements

SIGNS /BY-LAWS

Doug Vincent, Manager – Licensing and Enforcement
The Corporation of the City of Thunder Bay
Development Services/Licensing & Enforcement Division
882 Alloy Place
Thunder Bay, ON P7B 6G4
Telephone: (807) 625-2710
Fax: (807) 625-2977
Email: doug.vincent@thunderbay.ca

Information regarding Sign Permits
and By-laws

HYDRO ONE

Meghan Di Cosimo, Real Estate Coordinator
Hydro One Networks Inc./Facilities & Real Estate
4185 Clegg Road, P.O. Box 4300
Markham, ON L6G 1B7
Telephone: (905) 301-8735
Email: meghandicosimo@hydroone.com

Information regarding sites adjacent to
Ontario Hydro

APPLICATION TO PURCHASE CITY LAND

INNOVA BUSINESS PARK

(PLEASE TYPE OR PRINT CLEARLY)

NAME: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

(hereinafter called the "Applicant") hereby apply to purchase from the Corporation of the City of Thunder Bay, property in the Innova Business Park, as hereinafter described and referred to as the "Lands".

<u>LEGAL DESCRIPTION</u>	<u>PURCHASE PRICE</u>	<u>5% DEPOSIT</u>
	\$ _____	\$ _____
	\$ _____	\$ _____

A deposit of FIVE PERCENT (5%) of the PURCHASE PRICE is required to be paid by Certified Cheque to the City, and must accompany this Application. Failure to include such deposit shall result in the proposal not being considered. Should the preliminary proposal be accepted, the said Deposit will be applied towards the purchase price of the Lands.

In the event that the preliminary proposal is not accepted, the full amount of the Deposit will be refunded to the Applicant. Should the Applicant, for whatever reason, choose not to acquire the Lands after his proposal has been accepted, the initial five (5%) Deposit **will not** be refunded and will be forfeited to the City as liquidated damages and not as a penalty.

It is the intention of the City to minimize the monetary outlay of the Applicant by requiring only a preliminary proposal for initial review purposes by the City's Development Review Committee (DRC). The DRC has been established to select and recommend appropriate development projects according to criteria approved by Thunder Bay City Council.

The summary of the proposed development must at minimum conform to the Development Themes referred to in Sections 2.1 and 3.2 of the Information & Development Application Guide for Innova, as well as the Development Guidelines provided in ATTACHMENT "B". The Applicant must also submit a preliminary site plan and elevation drawing of the proposed development.

Intended Use and General Description of the Proposed Development:

The estimated total value of the proposed development (building and improvements), exclusive of land cost is \$ _____

The anticipated projected total number of employees to be employed after completion of construction in the categories; Professional, Skilled Tradespeople, Skilled Workers, and Other Workers will be:

The proposed development project will meet a community or market need which, in the opinion of the Applicant, is either not being adequately met or for which there is a market demand because:

It is the complete responsibility of the Applicant to ensure that the Preliminary Proposal meets all requirements of the City's Official Plan and/or Zoning By-law. If such use does not conform, the Applicant must make application for any necessary amendments to the Official Plan and/or Zoning By-law coincidentally with the Site Plan Control Agreement.

The sale of lots to any Applicant is in the absolute and unfettered discretion of Council (or any Committee assisting Council in the choice of successful Applicants), and Council shall not be limited to any particular criteria in determining who will be the successful Applicants. Without limiting the generality of the foregoing and without limiting the absolute and unfettered discretion of Council as aforesaid, those applications that embody the highest and best use of the Lands contained in this Application will be looked upon most favourably. The decision of Council as to the choice of successful Applicants is final and binding. The City shall not be obliged to accept any particular Application.

Prior to submitting this Application to Purchase, please ensure that the required information, preliminary plans, 5% deposit and completed Application form are correct.

_____ **IS AWARE OF, AND AGREES**
(Name of Corporate Applicant)

TO ABIDE BY THE TERMS AND CONDITIONS STATED HEREIN.

DATED this _____ day of _____, 20____, **A.D.**

(Name of Corporation)

Per:

Name:

Position:

Per:

Name:

Position:

I/We have authority to bind the Corporation

THE FOLLOWING ARE SUBMITTED WITH THIS APPLICATION:

\$ _____ **DEPOSIT** **PRELIMINARY SITE PLANS**