CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 102-2019

Being a by-law to authorize a Development Agreement between Rodney William Crich, Joan Michelle Crich and the Municipality of Morris-Turnberry.

WHEREAS Section 8 of the Municipal Act 2001, S.O. 2001, c. 25- A municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS on October 9th, 2019 Applications for Consent C62 and C63 of 2019 received provisional consent, a condition of which being that a development agreement between the property owner and the municipality be entered into with respect to the upgrading of a portion of Augusta Street to a municipal standard.

AND WHEREAS Council deems it expedient to enter into a development agreement for the upgrading of a portion of Augusta Street to a municipal standard with the owners, Rodney William Crich and Joan Michelle Crich;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the Development Agreement with Rodney William Crich and Joan Michelle Crich, attached hereto and forming part of this by-law, be adopted;

2. That the Mayor and Clerk are authorized and directed to execute the Development Agreement and to affix thereto the Seal of the Corporation; and

3. That this by-law shall come into force immediately upon its passing.

Read a FIRST and SECOND time this 3rd day of December 2019

Read a THIRD time and FINALLY PASSED this 3rd day of December 2019

Mayor, Jamie Fyffe

Clerk, Trevor Hallam
THIS AGREEMENT made as of the 3rd day of December, 2019.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY,
a Corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter called “the Municipality”) OF THE FIRST PART

- and -

RODNEY WILLIAM CRICH and JOAN MICHELLE CRICH

(hereinafter called “the Developer”) OF THE SECOND PART

WHEREAS the Developer is the registered owner of Parts 1, 3 and 5 of RP 22R-6833, Turnberry Ward (hereinafter referred to as “the subject lands”);

AND WHEREAS the Developer requires frontage onto an open public road on a portion of Augusta Street constructed to a Municipal Standard;

AND WHEREAS A Municipal Standard is described in Schedule ‘A’ to this Agreement (hereinafter called the “Agreement”);

AND WHEREAS the Municipality proposes to upgrade the road to a Municipal Standard and maintain it thereafter as an open public road;

AND WHEREAS the Developer agrees to pay the estimated cost of $5,000 to upgrade the road to a Municipal Standard (hereinafter called “the estimated cost”)

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The payment of the estimated cost and the execution of the Agreement by the Developer shall constitute the entirety of the Developer’s obligations under this agreement;

2. Upon receipt of the estimated cost and the execution of the Agreement, condition 7 of the Provisional Consent for C63/19 shall be deemed to be met to the satisfaction of the Municipality.

3. Work undertaken by the Municipality prescribed herein on the portion of Augusta Street illustrated in Schedule ‘B’ shall commence at the sole discretion of the Municipality.

4. Following the completion of the work undertaken by the Municipality prescribed herein, the Municipality shall be responsible for all road maintenance and future upgrades.
5. The Developer agrees to indemnify and hold harmless the Municipality, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Developer to comply with any covenant or agreement made herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

6. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

7. That this Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Agreement may be executed and delivered by fax transmission and electronic mail.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-
TURNBERRY

Per:

I have the authority to bind the
Corporation.

RODNEY WILLIAM CRICH

Per:

JOAN MICHELLE CRICH

Per: