THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 17-2018

"Being a by-law to adopt a Site Plan Agreement with "Sheldon David Baker and Lisa Hendrikje Baker"

WHEREAS Section 5 of the Municipal Act, R.S.O. 2001, as amended, provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Council of the Corporation of the Municipality of Morris-Turnberry deems it expedient to enter into a Site Plan Agreement with 'Sheldon David Baker and Lisa Hendrikje Baker';

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

1. That the Site Plan Agreement with , attached hereto, is hereby adopted.

2. That the Clerk is hereby authorized to sign the Site Plan Agreement on behalf of the Municipality.

3. That this By-law takes effect upon the date of final passing thereof.

Read a First and Second Time 6th day of March, 2018.

Read a Third Time and Finally Passed 6th day of March, 2018.

P. Gowing, Mayor

Nancy Michie, Clerk

I, Nancy Michie, Clerk of the Municipality of Morris-Turnberry, hereby certifies that this is a true copy of By-law No. 17-2018, for the Municipality of Morris-Turnberry, duly passed by Council on the 6th day of March, 2018.

Nancy Michie, Clerk
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

SITE PLAN AGREEMENT

between

Sheldon David Baker and
Lisa Hendrikje Baker
c/o: Canadian Crane Rentals

and

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 6th day of
March, 2018

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
PO Box 310,
Brussels, ON N0G 1H0
THIS SITE PLAN AGREEMENT made in triplicate on the 6th day of March, 2018 A.D.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

(hereinafter referred to as the "Morris-Turnberry")

OF THE FIRST PART

- and -

Sheldon David Baker and
Lisa Hendrikje Baker,
c/o: Canadian Crane Rentals

(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Morris-Turnberry has designated lands within the municipality as areas under site plan control pursuant to Section 41 of the Planning Act.

AND WHEREAS the Owner desires to develop the subject lands in accordance with the plan attached hereto.

AND WHEREAS Morris-Turnberry require the Owner to enter into this Agreement as a condition of site plan approval.

NOW THEREFORE WITNESSETH THAT in consideration of other good and valuable consideration and the sum of two dollars ($2.00) paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Municipality covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1.0 The Lands to be bound by the terms and conditions of the Agreement ("the Subject Lands"), are located in the Municipality of Morris-Turnberry, and are more particularly described in Schedule "A" attached hereto.

SECTION 2 - COMPONENTS OF THIS AGREEMENT

2.0 The text and the following Schedules appended to this Agreement constitute the components as follows:

Schedule "A" - Legal Description of the Subject Lands being developed
Schedule "B" - Site Plan-

SECTION 3 - REGISTRATION OF AGREEMENT

3.1 This Agreement shall be registered on title to the Subject Lands as provided for by Section 41 (10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the Owner;

3.2 The Owner agrees that all documents required herein shall be submitted in a form acceptable to the Municipality and suitable for registration as required.
SECTION 4 – BUILDING PERMITS

4.1 The Owner agrees not to request the Chief Building Official to issue a building permit to carry out the development until such time as this Agreement has been registered on title to the Subject Lands and a registered copy of same has been provided to the Municipality.

4.2 It is agreed that if the Owner fails to apply for a building permit to implement this agreement within thirty-six (36) months, ensuring compliance to the applicable Morris-Turnberry Official Plan and Zoning By-law, from the date upon which the building permit would be available, then Morris-Turnberry, at its option, has the right to terminate said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION 5 – PROVISIONS TO THIS AGREEMENT

5.1 The Owner further covenants and agrees to develop the Subject Lands in accordance with the Site Plan attached as Schedule “B” and that no work will be performed on the Subject Lands except in conformity to all provisions of this Agreement.

5.2 Exemption from By-law No. 15-2002, known as the Storm Water Management Policy, the Owner shall receive a waiver from the Municipality of Morris-Turnberry, that no Storm Water Management Plan is required for the construction of the proposed buildings, as per Schedule “B” of this Agreement.

5.3 The owner agrees to develop the site plan in accordance with the following:

- **Surfacing**: Entrance/exit driveways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).

- **Snow Removal**: All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle maneuvering areas shall be removed from the subject property in a timely fashion or stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.

- **Lighting**: Exterior and/or outdoor lighting provided with the use of the subject property shall occur in accordance with the approved lighting plan and shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.

- **Drainage**: Surface water shall be controlled in such a manner that ensures the post development flow is no greater than the pre development flow, and there is no additional run-off onto adjacent properties and road right of ways.

- **Landscaping**: The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.

- **Signage**: Any proposed signage must be designed in accordance with the County of Huron Signage By-law.

- **Fencing**: There is no municipal requirement for fencing of the property.

- **Planting Strip**: Installed and maintained, in accordance with the planting strip shown on the Site Plan and as set out in the applicable Morris-Turnberry Zoning By-law.

- **Entrance**: The owner shall make application to the Municipality of Morris-Turnberry, as required, to recognize the new entrance from Helena Street.

- **Requirement by MVCA**: “the existing access on Potter St. remains open as a secondary safety access, and new structures are floodproofed. The proposed addition, accessory structures and new access should not increase the risk to public health and safety, or to property damage; nor will it create new hazards or aggravate the existing flood hazard.”
5.4 Connection to the Water and Sewer Services-
The Owner agrees that the Water and Sewer Services will be private systems.

5.5 The Owner acknowledges that should a fire hydrant be required on the property, pursuant to the Building Code Act, that the costs shall be borne by the Owner.

5.6 The Owner agrees to pay Morris-Turnberry, the cost of its Municipal Solicitor and Municipal Engineer's invoices for reviewing of plans and specifications, preparation of agreements and consultations for all work associated with the preparation and implementation of the site plan agreement.

5.7 That the Owner acknowledges that all lots and parts of lots and parts of lanes and closed streets, shall be consolidated into one parcel of land, being Registered Plan 410, All of the Lot 301 and 279 and Part of Lots 280, 281 & 282, All of Lane between Lots 282 and 301, Part of Closed Augusta Street, Part of Closed Patrick Street. All of Lots 42, and 43 Registered Plan 427 Turnberry.

SECTION 7 – BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

6.1 This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the Subject Lands.

6.2 The Owner further agrees to complete the items detailed on Schedule "B" to the satisfaction of the Municipalities within three (3) years of the date of registration of this Agreement.

6.3 Following completion of the works as evidenced in writing by the Municipality, the Owner shall maintain to the satisfaction of the Municipality, and at the sole expense of the Owner, all the facilities or works shown on Schedule "B".

6.4 If the Owner fails to complete the items detailed on Schedule "B" within the prescribed time period, or fails to maintain them as set out above, Morris-Turnberry, its their servants, agents and contractors shall have the right to enter onto the Subject Lands after thirty (30) days of the last notice of mailing to the Owner, to complete such works as Morris-Turnberry deems necessary in its sole discretion, and all expenses incurred by Morris-Turnberry in doing such work shall become a charge against the Subject Lands, and may be recovered by court action or in a like manner as taxes. The Owner agrees that Morris-Turnberry shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property for such actions or by reason of anything done or not done by or on behalf of Morris-Turnberry under the provisions of this Agreement.

6.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the Parties hereto.

6.6 The Agreement shall come into effect on the date of execution by the Municipality.

6.7 The Owner acknowledges that this Agreement is entered into under the provision of Section 41(7) (c) of the Planning Act, R.S.O., 1990, as amended.

6.7 Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the Owner: Canadian Crane Rentals, 
160 Potter Street, RR 2, 
WINGHAM, ON N0G 2W0

To the Municipality of Morris-Turnberry: The Corporation of the 
Municipality of Morris-Turnberry 
41342 Morris Road, PO Box 310, 
Brussels, ON N0G 1H0
Section 7  SECURITIES:

In order to protect the Municipality in respect of its liability for holdback of costs under Section 17 of the Construction Lien Act (Ontario), as amended, and to ensure due performance of all work required under this agreement, the Owner shall deposit with the Municipality prior to the issuance of a building permit, a deposit 'Certified cheque', in the form and content satisfactory to the Municipality, in the amount of $2,500.00, which will be held on file until completion of the project, to the satisfaction of the Chief Building Official and municipal engineer. If an extension is required, a current deposit 'Certified cheque' in the amount of $2,500.00 must be submitted to the Municipality.

IN WITNESS WHEREOF the Owner, Morris-Turnberry have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED

Sheldon David Baker
Lisa Hendrikje Baker
c/o: Canadian Crane Rentals

I, Lisa Baker, have the authority to bind the Corporation.

And

The Corporation of the Municipality of Morris-Turnberry

I, Nancy Michie, have the authority to bind the Corporation.

Nancy Michie
Administrator Clerk-Treasurer
SCHEDULE "A"
LEGAL DESCRIPTION OF SUBJECT LANDS

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Part of PIN 41052- 0041, 0045, 0046, 0047, 0049, 0098, 0099. (LT)
being Registered Plan 410. All of the Lot 301 and 279 and Part of Lots 280, 281 & 282,
All of Lane between Lots 282 and 301, Part of Closed Augusta Street. Part of Closed
Patrick Street. All of Lots 42, and 43 Registered Plan 427, Turnberry. Municipality of
Morris-Turnberry
SITE SKETCH
100 POTTER STREET
ALL OF LANE BETWEEN LOTS 282 AND 301
CLOSED BY REG 932
AND PART OF LANE WEST OF LOTS 279 TO 281
CLOSED BY HC 42500
AND ALL OF LOT 301
AND PART OF LOTS 280, 281 & 282
AND PART OF PATRICK STREET,
BETWEEN ALICE AND HENRY STREET
CLOSED BY HC 42500
AND PART OF AUGUSTA STREET
CLOSED BY PARTS
REGISTERED PLAN 410
AND ALL OF LOT 43
AND PART OF LOT 42
REGISTERED PLAN 427
GEOGRAPHIC TOWNSHIP OF TURBERRY
MUNICIPALITY OF MORRIS-URBAN
COUNTY OF HURON

Scale 1:500

METRIC:
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE COMPARED TO GET IT DRAWN TO 1:500
EXHAUSTIVE DRAWN FROM FELD SURVEY COMPLETED NOVEMBER 7, 2012
FLR IS A MODIFIED SURVEY AND MUST BE REVIEWED BY THE
FIRM IN CHARGE OF THE FELD WORK
A COPY OF THIS SCHEDULE IS NOT VALID UNLESS IT IS SIGNED WITH THE
TOWN COUNCIL SEAL

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

U. GULBERT LTD.
ONTARIO LAND SURVEYOR
DCL
ONTARIO LAND SURVEYOR