BY-LAW No. 2 - 2017

"Being a by-law to adopt a Site Plan Agreement with "Joe Kerr Limited"

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 "Joe Kerr Limited;"

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

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

2. That the Mayor and Clerk are 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, for the property noted in Schedule 'A' of the agreement.

Read a First and Second Time 12th day of January, 2017.
Read a Third Time and Finally Passed 12th day of January, 2017.

Paul Gowen, 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. 2-2017, for the Municipality of Morris-Turnberry, duly passed by Council on the 12th day of January, 2017.

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

SITE PLAN AGREEMENT

between

"Joe Kerr Limited"

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the
12th day of January, 2017

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 12th day of January, 2017 A.D.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as the “Morris-Turnberry”) OF THE FIRST PART

- and -

Joe Kerr Limited
(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 – REGISTRATON OF AGREEMENT

3.1 This Agreement may 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, if required, and a 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 twelve (12) months 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 The Owner agrees to pay to 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.

SECTION 6 – 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. The Site plan may be amended, as required, without amending the text of the agreement.

6.2 The Owner further agrees to complete the items detailed on Schedule "B" to the satisfaction of the Municipalities within six (6) months, from the date 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, or 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 North Huron 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 and will be retained on file at the Municipal Office for the Municipality of Morris-Turnberry.

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.
6.8 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: Joe Kerr Limited, PO Box 568, 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 cheque, in the form and content satisfactory to the Municipality, in the amount of $2,000.00, which will be held on file until completion of the project, to the satisfaction of the Chief Building Official. If an extension is required, a current deposit cheque in the amount of $2,000 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 in the presence of Joe Kerr Limited

[Signature]

I/we have the authority to bind the Corporation. "Murray Kerr"

Or

The Corporation of the Municipality of Morris-Turnberry

Mayor Paul Gowing

Clerk Nancychie
SCHEDULE “A”
LEGAL DESCRIPTION OF SUBJECT LANDS

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

PIN 41333 0018 (LT)
Concession 1 Part of Lot 7 as RP 22R2829 Part 1; and Part 3 Plan 22R-1166; Morris; Municipality of Morris-Turnberry
SCHEDULE “B”
SITE PLAN

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

VILLAGE COMMERCIAL - HIGHWAY- SPECIAL (VC2-2)

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<tr>
<th>DETAIL</th>
<th>PROPOSED BUILDING</th>
<th>EXISTING BUILDING</th>
<th>TOTAL</th>
<th>REQUIRED</th>
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<td>LOT AREA</td>
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<td>1424m²</td>
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<td>GROSS FLOOR AREA (ALL FLOORS)</td>
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<td>1424m²</td>
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<td>MAX 3 CONTAINERS</td>
<td>MAX 3 CONTAINERS, MIN 7.5m FROM ALL LOT LINES</td>
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SAND/SALT STORAGE BUILDING

Summary Table

-6-