THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 77-2012

“Being a by-law to adopt a Development Agreement with “Malcolm and Donna Anderson”

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 Development Agreement with Malcolm and Donna Anderson;

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

1. That the Development Agreement with Malcolm and Donna Anderson, attached hereto, is hereby adopted.

2. That the Mayor and Clerk are hereby authorized to sign the Development 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.

4. That By-law No. 66-2012, passed on the 2nd day of October, 2012, is hereby rescinded and repealed.

Read a First and Second time this 20th day of November, 2012.

Read a Third Time and Finally Passed this 20th day of November, 2012.

Paul 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. 77-2012, for the Municipality of Morris-Turnberry, duly passed by Council on the 20th day of November, 2012.

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

DEVELOPMENT AGREEMENT

between

Owner- Malcolm Finlay Anderson
       Donna Eleanor Anderson

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 20th day of November, 2012

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
P.O. Box 310,
Brussels, ON N0G 1H0
MUNICIPALITY OF MORRIS-TURNBERRY

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate on the 20th day of November, 2012 A.D.

BETWEEN:

Owner- Malcolm Finlay Anderson
      Donna Eleanor Anderson

hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the owner of the Land described in Schedule “A” to this Development Agreement (hereinafter called the “Agreement”) and has applied for consent for the purpose of selling, conveying, or leasing a lot.

AND WHEREAS the Developer declares that it is the registered owner of the lands and has applied to the County of Huron (hereinafter called the “County”), for consent approval. A copy of the Plan is annexed hereto as Schedule “B” to this Agreement

AND WHEREAS the County has placed conditions on the said consent No. B45/11..

AND WHEREAS the Municipality has been authorized by the County to require the Developer to agree to construct and install certain municipal works as hereinafter provided.

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar ($1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:
1.0 The Developer agrees that at the time of development of Part 3, any future developer will enter into a subsequent Development Agreement with the Municipality to provide for the following:

- Complete a lot grading and drainage plan to the satisfaction of the Municipality of Morris-Turnberry, the Maitland Valley Conservation Authority and the Huron County Health Unit, and commit to implement such plan in the Development Agreement.
- Complete a Stormwater Management Plan to the satisfaction of the Municipality of Morris-Turnberry, the Maitland Valley Conservation Authority and the Huron County Health Unit, and agree to implement such plan.
- The construction of water and septic services to the property for any anticipated development.
- Provide documentation to the satisfaction of the Huron County Health Unit and the Maitland Valley Conservation Authority and the Municipality of Morris-Turnberry of any new and existing septic systems or private wells.
- That Part 3 of Plan 22R-5995 be placed under Site Plan control for any anticipated development of Part 3 and any merged lands.

2.0 The Developer agrees to prior of the signing of this agreement, it will pay the following charges:

- The sum of $300.00 to the Municipality of Morris-Turnberry as cash as lieu of parkland.

This payment satisfies the requirement for the current consent application. Subsequent parkland dedications or cash in lieu payments will be required at such time that planning applications are initiated.

4.0 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Municipality and at the expense of the Developer.

5.0 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Land (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge.
6.0 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

7.0 Signatures

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this _day of _ A.D.
2012

(" Malcolm Finlay Anderson ")

(" Donna Eleanor Anderson.")

(THE CORPORATION of THE MUNICIPALITY OF (MORRIS-TURNBERRY)

(Mayor- Paul Gowing

(Clerk- Nancy Michie
(We have authority to bind the Corporation

Developer's Name: Malcolm Finlay and Donna Eleanor Anderson

Address and Telephone Number: PO Box 158,
WINGHAM, ON N0G 2W0
Telephone: 519-357-1910
Mobile: 519-357-2868
SCHEDULE "A" OF AGREEMENT

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

DESCRIPTION OF LANDS SUBJECT TO CONSENT

Part of Lot 18, Registered Plan 432, geographic Township of Turnberry, Municipality of Morris-Turnberry, County of Huron, being Part 3 on Reference Plan No.22R-5995, PIN 41049-0050;