THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 12-2012

"Being a by-law to adopt a Development Agreement
with "Jordan Errington."

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 Jordan
Errington;

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

1. That the Development Agreement with Jordan Errington, 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.

Read a First and Second time this 24th day of January, 2012.

Read a Third Time and Finally Passed this 24th day of January, 2012.

[Signatures]

Paul Gowling, 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. 12-2012, for the Municipality of Morris-Turnberry, duly passed

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

DEVELOPMENT AGREEMENT

between

“Owner- Jordan Errington”

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated January 24, 2012

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
R. R. 4
Brussels, ON N0G 1H0
MUNICIPALITY OF MORRIS-TURNBERRY

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate on the 24th day of January, 2012 A.D.

BETWEEN:

Owner - Jordan Errington
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. B35/11.

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 it will enter into a subsequent Development Agreement with the Municipality to provide for the following:

- The construction of water and septic services to the property for any anticipated development.
- Construction of roads and municipal works as may be required by the Municipality for the Development.
- Include the Municipality of Morris-Turnberry Public Works Department as an approval Authority in any site plan application or plan of subdivision application as it relates to their interest for Mary Street.
- Complete a 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.
- 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.

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

- The sum of $500.00 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.

3.0 The Developer agrees to satisfy the requirements of Section 65 of the Drainage Act to the satisfaction of the Municipality of Morris-Turnberry and to include in a subsequent Development Agreement, requirements for any drainage works or responsibilities that may be advised.

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 23rd day of January A.D. 2012

("Jordan Errington."

(Jordan Errington)

(THE CORPORATION of THE MUNICIPALITY OF MORRIS-TURNBERRY)

(Mayor- Paul Gowing)

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

Developer’s Name: Jordan Errington

Telephone Number: 67 Mary Street,
WINGHAM, ON N0G 2W0
C/O: Steve and Shelly Errington
Telephone: 519-357-2649
Mobile: 519-357-5221
Nu-wood@eastlink.ca
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 76, Registered Plan 410, geographic Township of Turnberry, Municipality of Morris-Turnberry, County of Huron, being Parts 1, 2 and 3 on Reference Plan No. ___