THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 24-2013

"Being a by-law to adopt a Development Agreement with "914572 Ontario Ltd. Known as ‘Maitland Welding’ ”

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 "914572 Ontario Ltd. Known as ‘Maitland Welding’ ”;

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

1. That the Development Agreement with "914572 Ontario Ltd. Known as ‘Maitland Welding’ ” is attached as Schedule 'A' to this by-law and 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 2nd day of April, 2013.

Read a Third Time and Finally Passed this 2nd day of April, 2013.

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. 24-2013, for the Municipality of Morris-Turnberry, duly passed by Council on the 2nd day of April, 2013.

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

DEVELOPMENT AGREEMENT

between

"914572 ONTARIO Ltd. "
known as 'Maitland Welding'

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

dated the 2\textsuperscript{nd} day of April, 2013 AD

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
PO Box 310,
Brussels, ON N0G 1H0
MUNICIPALITY OF MORRIS-TURNBERRY
DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate on the 2nd day of April, 2013 A.D.

BETWEEN:

9145727 Ontario Ltd.
‘Maitland Welding’
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 registered owner of the Land described in Schedule “A” to this Development Agreement (hereinafter called the “Agreement”);

AND WHEREAS a copy of the proposed Site Plan is annexed hereto as Schedule “B” to this Agreement;

AND WHEREAS, the Developer is desirous to construct an addition to the existing building, as shown on Drawing No. LZ-1.0;

AND WHEREAS the Municipality has been authorized, and require the Developer to agree to construct and install municipal requirements, 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 by entering into this Development Agreement with the Municipality agrees to provide for the following:

- Upon application for site plan approval, provide a fee payable to Morris-Turnberry in the amount of $1,000.00.
- That the applicant apply for an Official Plan Amendment to redesignate the lands Industrial;
- That the applicant apply for a zoning amendment to rezone the property from VC 2 to VM1;
- Complete a grading and drainage plan to the satisfaction of the Municipality of Morris-Turnberry, the Township of North Huron the Maitland Valley Conservation Authority and the Huron County Health Unit, and commit to implement such plan.
- Complete a Stormwater Management Plan to the satisfaction of the Municipality of Morris-Turnberry, the Township of North Huron, the Maitland Valley Conservation Authority and the Huron County Health Unit, and agree to implement such plan.
- That Peter Street be closed and the Part PS3a be added to Lots 15 and 16 and all costs be shared by the property owners assuming a portion of the closed road allowance, prorated based on the size of the road allowance which is assumed;
- That the Developer shall register on title an ‘application to consolidate’ to join unto one title, Lots 15 and 16, Plan 432.

2.0 Site Plan

The developer acknowledges that the property falls under the municipality’s Site Plan Control Bylaw, an application for Site Plan approval will be required, and a Site Plan Agreement will be signed.

3.0 Registration

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

4.0 Release

Upon completion of all of the requirements of this agreement, the Municipality will enact a Bylaw which provides that the Clerk shall execute a release of this Agreement. The completion and delivery of such release shall constitute a full and final release of the obligations of the Developer under this agreement.

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 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 amount of $10,000.00, which will be held on file until completion of the project, to the satisfaction of the Chief Building Official and the Municipal Engineer.

8.0 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. 2013

(“914572 Ontario Ltd.”)

Owner’s Name & Address: 914572 Ontario Ltd., c/o Rob Stute, PO Box 913, Wingham, ON N0G 2W0
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 THIS AGREEMENT

Plan 432, Lots 15 and 16, Geographic Township of Turnberry, Municipality of Morris-Turnberry; shown as Proposed Lot 1 on Drawing No. LZ-1.0
Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Site Plan

Lotting & Zoning Concept

Master Planning for
182207 Ontario Inc & 914572 Ontario Ltd
North Street West, Wingham ON

Preliminary
March 18, 2013

LZ-1.0