THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 23-2013

"Being a by-law to adopt a Site Plan Agreement with “Bob Wattam's Backhoe Service Inc.”"

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 Bob Wattam's Backhoe Service Inc.;

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

1. That the Site Plan Agreement with Bob Wattam's Backhoe Service Inc. 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 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 this 2nd day of April, 2013.

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

[Signatures]

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. 23-2013, for the Municipality of Morris-Turnberry, duly passed by Council on the 2nd day of April, 2013.

Nancy Michie, Clerk
THIS SITE PLAN AGREEMENT made in triplicate on the 2nd day of April, 2013 A.D.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as the "Morris-Turnberry")

OF THE FIRST PART

- and -

“Owner- Bob Wattam’s Backhoe Service Inc.”
(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, showing the Lot grading and drainage

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 signed and will be subsequently 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 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 shall provide the Municipality plans addressing the lot grading and drainage, which is shown as Plan No. G-5412, attached to this agreement as Schedule ‘B’, and a plan to show the location of the water well.

5.3 Any reserves, easements, or dedications required by Morris-Turnberry or other utilities will be detailed and provided by the Owner at no cost to Morris-Turnberry.

5.4 Any storm water management plan to be constructed shall be prepared to the satisfaction of Morris-Turnberry by the Owner, prior to the issuance of any building permit.

5.5 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 and development agreements.

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.

6.2 The Owner further agrees to complete the items detailed on Schedule “B” to the satisfaction of the Municipalities within two (2) 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 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.

6.8 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: "Owner- Bob Wattam's Backhoe Service Inc."
47 Patrick Street, PO Box 826,
WINGHAM, ON N0G 2W0

To the Municipality of Morris-Turnberry: Nancy Michie, Administrator Clerk-Treasurer
Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310,
Brussels, ON N0G 1H0

Section 7 SEcurities:

Since there are no municipal services required, no security deposit will be required.

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

I, Bob Wattam, have the authority to bind the Corporation.

Bob Wattam's Backhoe Service Inc."

The Corporation of the Municipality of Morris-Turnberry
Mayor Paul Gowing

Clerk Nancy Michie
SCHEDULE “A”
LEGAL DESCRIPTION OF SUBJECT LANDS

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

Plan 410 Pt Park Lot 44 as RP 22R2845 Part 2, Geographic Township of Tumberry, Municipality of Morris-Turnberry, County of Huron
LOT GRADING PLAN
215 NORTH STREET WEST
OF PARK
LOT 44
REGISTERED PLAN No. 410
GEOGRAPHIC TOWNSHIP OF TURNBERRY
MUNICIPALITY OF MORRIS–TURNBERRY
COUNTY OF HURON
SCALE 1:600

NOTES AND LEGEND
• DENOTES EXISTING SPOT ELEVATION
—- DENOTES PROPOSED ELEVATION
—– DENOTES DIRECTION OF SURFACE WATER FLOW

TOTAL LOT AREA = 4933.3 Sq.ft.
EXISTING SHED AREA = 21.7 Sq.ft.
PROPOSED SHED AREA = 85.1 Sq.ft.
TOTAL LOT COVERAGE = 1.76

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

DATE: MARCH 6, 2013

D. CULBERT LTD.
ONTARIO LAND SURVEYOR

DRAWN BY: BSC I DIGITAL FILE: TN1J01T1
CHECKED BY: OAC FILE NO: TUR-0410-05-15

ONTARIO LAND SURVEYOR

SCHEDULE “B” SITE PLAN

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