THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 29-2018

"Being a by-law to adopt a Development Agreement with " Joe Reinhardt Construction ""

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 ‘Joe Reinhardt Construction’;

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

1. That the Development Agreement with , attached hereto, is hereby adopted.

2. That the Clerk is 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 thereof.

Read a First and Second Time 17th day of April, 2018.

Read a Third Time and Finally Passed 17th day of April, 2018.

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. 29-2018, for the Municipality of Morris-Turnberry, duly passed by Council on the 17th day of March, 2018

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

DEVELOPMENT AGREEMENT

between

"Joe Reinhardt Construction"

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 11th day of April, 2018.

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 11th day of April, 2018 A.D.

BETWEEN:

Joe Reinhardt Construction
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 and conveying two (2) lots to 'Joe Reinhardt Construction'.

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 consents, File # B 01/18 and File # B 02/18.

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 services, if required:

- The construction of service and connection to the property, from the Belgrave Water System, for the municipal water service, with applicable fees.
- The construction of an entrance for the subject lot, to the satisfaction of the Municipality of Morris-Turnberry, with applicable fees.
- The connection into the Municipal Storm sewer, to the satisfaction of the Municipality of Morris-Turnberry, with applicable fees.
- An engineered lot and grading plan.
- The sum of $1,000.00, being a refundable deposit, when the conditions of this agreement have been completed.

2.0 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.

3.0 Mortgages/Encumbrances

If the Municipality is required to register the agreement, the Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrance 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.

4.0 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.
5.0 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. 2018

( "Joe Reinhardt Construction"
(Owner- Joseph Gerard Reinhardt )

( THE CORPORATION of THE MUNICIPALITY OF
(MORRIS-TURNBERRY
(Nancy Michie
(Administrator Clerk-Treasurer
(I have authority to bind the Corporation)

Developer’s Address: PO Box 1506, Wingham, Ontario. N0G 2W0
Developer’s Telephone: 519-357-6449
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 Lots 64 & 65 Plan 162, Geographic Township of Morris, Municipality of Morris-Turnberry, County of Huron, being Part ___ on RP 22R______