THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 34-2019

“Being a by-law to adopt a Site Plan Agreement for
2479911 Ontario Inc.
Leslie Motors”

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
2479911 Ontario Inc.;

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

1. That the Site Plan Agreement with 2479911 Ontario Inc., signed and executed
on the 26th day of April, 2019, which is attached hereto, 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.

Read a First and Second Time 7th day of May, 2019.
Read a Third Time and Finally Passed 7th day of May, 2019.

Jamie Heffer, Mayor

Trevor Hallam, Clerk

I, Trevor Hallam, Clerk of the Municipality of Morris-Turnberry, hereby certifies that this is
a true copy of By-law No. 34-2019 for the Municipality of Morris-Turnberry, duly passed
by Council on the 7th day of May, 2019.

Trevor Hallam, Clerk
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

SITE PLAN AGREEMENT

between

2479911 ONTARIO INC.
(Leslie Motors)

and

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 26th day of April, 2019

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
PO Box 310,
Brussels, ON N0G 1H0
THIS SITE PLAN AGREEMENT made in triplicate on the 26th day of April, 2019 A.D.

BETWEEN:

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

- and -

2479911 ONTARIO INC
(herinafter referred to as the "Leslie Motors")
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,
Schedule "C" - Lot Grading / Drainage Plan
Schedule "D" - Elevation Drawings

SECTION 3 – REGISTRATON 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 of the ‘Second Part’;

3.2 The Owners agree 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 Owners agree to apply to the Chief Building Official to issue a building permit to carry out the development, pursuant to the Site Plan agreement.

4.2 It is agreed that if the Owner fails to apply for a building permit for Concession 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3, 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 Owners 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 Owners shall be addressing grading and drainage to the satisfaction of the Director of Public Works and the Chief Building Official for the Municipality of Morris-Turnberry, and to the satisfaction of the Public Works Department for the County of Huron, pursuant to Schedule ‘C’, as attached hereto, to this By-law.

5.3 The owners agree to develop the site plan in accordance with the following:

- **Surfacing:** Entrance/exit driveways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).

- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be removed from the subject property in a timely fashion or stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.

- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall occur in accordance with the approved lighting plan and shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.

- **Drainage:** Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties and road right of ways.

- **Landscaping:** The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.

5.4 **Connection to the Water and Sewer Services:**
The Owner agrees to terms for the current Connections to the North Huron Water and Sewage Services.

5.5 **Fire Hydrant:** The Owner acknowledges that should a fire hydrant be required on the property, pursuant to the Building Code Act, that the costs shall be borne by the Owner.

5.6 The Owner of the Second Part agrees to pay to Morris-Turnberry, the cost of its Municipal Solicitor and Municipal Engineer’s invoices (if required) for reviewing of plans and specifications, preparation of agreements and consultations for all work associated with the preparation and implementation of the site plan agreement.
SECTION 7 – 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 Owners further agree to complete the items detailed on Schedule “B” and “C” and “D” 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” and “C” and “D”.

6.4 If the Owner fails to complete the items detailed on Schedule “B” and “C” and “D” within the prescribed time period, or fails to maintain them as set out above, Morris-Turnberry, its 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 all expenses incurred by doing such work shall become a charge against the Subject Lands, 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 Owners acknowledge 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: 2479911 Ontario Inc.
c/o: Mark Leslie,
40453 Amberley Road
PO Box 880,
WINGHAM, ON N0G 2WO

To the Municipality of Morris-Turnberry: The Corporation of the
Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310,
Brussels, ON N0G 1H0

Section 7 SECURITIES:

No security deposit is required for the development as outlined in this site plan agreement.
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  
And  
(2479911 Ontario Inc.,  
c/o: Mark Leslie  
in the presence of (2479911 Ontario Inc.,  
c/o: Mark Leslie  
in the presence of  
)we have the authority to bind the Corporation.  
'Mark Leslie'

(The Corporation of the Municipality of Morris-Turnberry  

Clerk Trevor Hallam  
I have authority under By-law No. No. 99-2017 to bind the Corporation}
SCHEDULE “A”
LEGAL DESCRIPTION OF SUBJECT LANDS

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

PIN 41333-0016 (LT)
Concession 1 Pt Npt Lot 7 Pt Npt Lot 8
Being Part 3 on Registered Plan 22R-2829
Former Township of Morris
Municipality of Morris-Turnberry
Owner: 2479911 Ontario Inc.
Leslie Motors Limited 40453 Amberley Road, Wingham Ontario, N0G 2WC, Municipality of Morris–Turnberry, County of Huron

Commercial Building Addition

Elevations

PROJECT #45554-200

E 13-014

MTE

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2019

MTE

Engineers

Surveyors