THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 49 - 2015

"Being a by-law to adopt a Site Plan Agreement with " 1822007 Ontario 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 ' 1822007 Ontario Inc.;

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

1. That the Site Plan Agreement with 1822007 Ontario Inc., 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 and hereby repeals and rescinds By-law No. 78-2011, for the property noted in Schedule 'A' of the agreement.

Read a First and Second Time 21st day of July, 2015.

Read a Third Time and Finally Passed 21st day of July, 2015

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. 49-2015, for the Municipality of Morris-Turnberry, duly passed by Council on the 21st day of July, 2015.

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

SITE PLAN AGREEMENT

between

"1822007 ONTARIO INC "
known as 'BriteSpan'

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated July 21, 2015

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 21st day of July, 2015 A.D.

BETWEEN:

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

- and -

1822007 Ontario Inc known as 'Britespan'
(hereinafter referred to as the "Owner")

OF THE FIRST 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” – Site Grading Plan

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 registered on title to the Subject Lands and a registered copy of same has been provided to the Municipality. Further, the Owner acknowledges that it will be entering into a development agreement with the
Municipality, requiring it to construct certain Municipal services and further restrictions to the issuance of building permits may be applied in that agreement.

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 has entered into a Development Agreement with the Municipality, addressing the provision of municipal services, dated the 6th day of December, 2011, established under By-law No. 77-2011 of the Municipality of Morris-Turnberry.

5.3 The Owner shall addressing grading and drainage and stormwater management, to the satisfaction of the Municipality, pursuant to Schedule ‘C’, as attached hereto, to this By-law.

5.4 The owner agrees 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/roads.
- **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.
- **Signage:** Any proposed signage must be designed in accordance with the Municipality’s Signage By-law.

5.5 The Owner acknowledges that an Environment Compliance Approval permit from the ‘Ministry of the Environment and Climate Change’, is required.

5.6 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.

5.7 The Owner recognizes that the property is located in an area regulated under the Clean Water Act.

5.8 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 agreement.
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 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 North Huron in 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 and hereby rescinds and revokes the Site Plan agreement, dated the 6th day of December, 2011, authorized under By-law No. 78-2011 and registered at the Registry Office for Huron County, as HC80238.

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 hereof shall be in writing and mailed or delivered to the other at the following address:

To the Owner:
1822007 Ontario Inc.
86508 St. Helens Line, RR 1,
LUCKNOW, ON NOG 2HO

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

Section 7 – 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 an irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of $20,000.00.
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.

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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 all expenses incurred by North Huron in 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.

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To the Owner: 1822007 Ontario Inc.
86508 St. Helens Line, RR 1,
LUCKNOW, ON N0G 2H0

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 SEURITIES:

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 form and content satisfactory to the Municipality, in the amount of $20,000.00, which will be held on file until completion of the project, to the satisfaction of the Chief Building Official and municipal engineer. If an extension is required, a current deposit cheque in the amount of $20,000 must be submitted to the Municipality.
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

1822007 Ontario Inc.

Jenny Hogervorst

I/we have the authority to bind the Corporation.
‘Jenny Hogervorst’

Or

I/we have the authority to bind the Corporation.
‘Ben Hogervorst’

The Corporation of the Municipality of Morris-Turnberry

Mayor Paul Gowing

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

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

PIN 41049-0081 (LT)
Pt Pk Lts 17, 18, 19 & 20 Pl 432 Wingham being Pt 3 22R5995 & Pts 5, 6 & 7 22R2824; Turnberry; Pt of Peter St Pl 432 Wingham; Turnberry (closed by HC105449) being Pts 6, 7, 8, 9 & 10, 22R6223; Pt of Rdal Btn Con 8 & Con 9 Turnberry (closed by HC105449) being Pts 6 & 7, 22R6224; Municipality of Morris-Turnberry
SCHEDULE "C"
SITE GRADING PLAN

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