THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 51-2019

"Being a by-law to adopt a Road Maintenance Agreement for
Part I Plan 22R-6750, part of the original Road Allowance between
Lots 20 and 21, Concession 1,
Originally Township of Morris, now Municipality of Morris-Turnberry.

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 Road Maintenance Agreement with
Christopher George Jutzi;

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

1. That the Road Maintenance Agreement with Christopher George Jutzi, signed
and executed on the 28th day of May, 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 4th day of June, 2019.
Read a Third Time and Finally Passed 4th day of June, 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. 51-2019 for the Municipality of Morris-Turnberry, duly passed
by Council on the 4th day of June, 2019.

Trevor Hallam, Clerk
THIS AGREEMENT made in duplicate this 4th day of June, 2019 A.D.

BETWEEN:

THE OWNER OF CON 1, PT Lots 21 - 24, Geographic Township of Morris
(Christopher George Jutzi) PIN 41333-0093
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 requires access over the road allowance known as Part 1 Plan 22R-6750 described in Schedule “A” to this Agreement (hereinafter called the “Agreement”) to the Municipality and proposes to improve it and service it as a road.

AND WHEREAS the Municipality requires the Developer to agree to construct and maintain the “Works” as set out in Schedule “A”.

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. Signs
Signs at least 450 mm x 600 mm shall be erected by the Municipality in an approved location at the north and south limit of Part 1 Plan 22R-6750. The signs shall read as follows:

“ROAD NOT MAINTAINED BY MUNICIPALITY – USE AT YOUR OWN RISK”

These signs shall remain for the duration of this agreement.

2. Use of Works by Municipality
The Developer agrees that:

(a) The Works may be used by the Municipality, or other authorized persons for the purposes for which such works were designed.

(b) Such use shall not be deemed an acceptance of the Works by the Municipality

3. Road Maintenance
The Developer will be responsible for the maintenance of the road until such time as additional development occurs fronting on the road at which time as the Municipality accepts responsibility for maintenance of the road.

Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all snow removal, sanding and/or salting and/or scarifying as required to assure proper vehicular access within the Development.

In the event that proper maintenance or snow removal is not provided by the Developer, the Municipality, through its servants, contractors or agents may provide maintenance and/or remove snow without notice to the Developer. Such work will be carried out at times deemed to be an emergency by the Municipality’s Road Superintendent. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing. The Developer further agrees that any work done by the Municipality pursuant to this contract before the Municipality accepts responsibility for maintenance on the roads shall not be deemed in any way as an acceptance of maintenance by the Municipality of the roads in the said Development upon which such work is done. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Municipality that he might have arising therefrom and covenants that he will make no claim against the Municipality for such interference or damage.
4. Emergency Repairs
Employees or agents of the Municipality may enter onto the Land at any time or from time to time for the purpose of inspecting and/or making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an acceptance by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

5. Insurance
The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Municipality and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be $2,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy shall be in effect for the period of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

6. Registration
The Developer hereby consents to the registration of the maintenance agreement upon the title to the land at the Land Registry office in Huron County and at the expense of the Developer.

7. 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.

8. Assignment
The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

9. Amendment
Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

SECTION 11 – 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. 2019

THE OWNER - CHRISTOPHER GEORGE JUTZI

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY

We have authority to bind the Corporation

Developer's Address:______________________________
Developer's Telephone:______________________________
Developer's Facsimile:______________________________
NOTES:
1. ROAD RECONSTRUCTION DESIGN TO BE CONFIRMED BY GEO-TECHNICAL DESIGN.
2. THIS SECTION IS INTENDED FOR USE ALONG EXISTING UNASSUMED ROADS ONLY.
Schedule 'B' of Agreement -
Part 1 on Plan 22R-6750 Part of the Original Road Allowance between Lots 20 and 21
PIN 41333-0079
Schedule 'C' of Agreement

Road Construction
The portion of the proposed road within the Right of Way of County Road 86 (Amberley Road) will be constructed by the Municipality of Morris-Turnberry to the satisfaction of the County Engineer.

Road maintenance
The Council of the Municipality has enacted a by-law to establish the Part 1 lands as public highway in order to permit lawful public highway access and frontage for the abutting lands of the Developer.

This by-law identifies the lands as public highway but the Municipality will not accept responsibility for maintenance of it. The new municipal road shall be constructed to the standards required in this agreement from the edge of the County R.O.W for the distance required to provide the necessary access required by the owner.

Although the road is open and assumed by the Municipality, surface maintenance of the road will remain the responsibility of the Developer.

All surface maintenance will continue to be completed by the Developer until such time as there is additional development of adjacent lands, or extension of the road. At such time the Municipality shall accept responsibility for maintenance of the road.