BY-LAW No. 53-2015

"Being a by-law to adopt a Development Agreement with "Kevin Douglas Pletch and Barbara Anne Pletch"

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 the Kevin Douglas Pletch and Barbara Anne Pletch;

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

1. That the Development Agreement with Kevin Douglas Pletch and Barbara Anne Pletch be hereby adopted, as attached hereto as Schedule 'A'.
2. That the Mayor and Clerk are 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 this 21st day of July, 2015.
Read a Third Time and Finally Passed this 21st day of July, 2015.

Paul Gowing, Mayor
Nancy Michie, Clerk

I, Nancy Michie, Clerk of the Municipality of Morris-Turnberry, do hereby certify that this is a true copy of By-law No. 53-2015 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

DEVELOPMENT AGREEMENT

between

"Kevin Douglas Pletch
and Barbara Anne Pletch"

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 21st day of July, 2015.

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 21st day of July, 2015 A.D. BETWEEN:

Kevin Douglas Pletch and
Barbara Anne Pletch
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 a lot to ‘Kenneth and Yvonne Maronets’.

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 consent.

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:

- The construction of service and connection to the property, from the Belgrave Water System, for the municipal water service.
- The construction of an entrance for the subject lot, to the satisfaction of the Municipality of Morris-Turnberry.
- 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 encumbrancer 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. 2015

("Kevin Douglas Pletch"
(Owner

("Barbara Anne Pletch"
(Owner

( THE CORPORATION of THE MUNICIPALITY OF MORRIS-TURNBERRY

( Mayor- Paul Gowing
( Clerk- Nancy Migne
( We have authority to bind the Corporation

Developer’s Address: PO Box 149, Belgrave, Ontario
Developer’s Telephone: 519-357-5023
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 2 and 3 Concession 5, geographic Township of Morris, Municipality of Morris-Turnberry, County of Huron, being Part I on Plan No. 2-GZ-19
NOT FOR CONSTRUCTION

BURNSIDE ASSOCIATES LIMITED
449 Bloorphone St. P.O. Box 10
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K&Y MARONETS - SITE PLAN
LOT 34 MACREA CRN

O'Brien & Partners Chartered Surveyors
100 Verner Court, Chatham
519 542-2320
SCHEDULE "B" OF AGREEMENT

NOTE: This Schedule forms part of the Municipality's Agreement.

1) All LEGAL Boundaries & LOT Dimensions TO BE VERIFIED BY DAVID CULBERT, M. Rs.
2) Layout of Proposed House AS PER Dimensions Applied in THE OWNER's Plan

NOTES

1) Extent of Septic Equipment is APPROXIMATE ONLY
2) Approximate Extent of wooded area

SCALE 1:200

K & Y MARONETS
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