THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 59-2014

"Being a by-law to adopt a Site Plan Agreement for Marilyn VanHeesch"

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 Marilyn VanHeesch,

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

1. That the Site Plan Agreement with Marilyn VanHeesch for the South Part of Lot 9 Concession 1, Turnberry, 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 2nd day of September, 2014.
Read a Third Time and Finally Passed 2nd day of September, 2014

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. 59-2014 for the Municipality of Morris-Turnberry, duly passed by Council on the 2nd day of September, 2014.
THIS SITE PLAN AGREEMENT made in triplicate on the 2nd day of September, 2014 A.D.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as the “Morris-Turnberry”) OF THE FIRST PART

- and -

Marilyn VanHeesch (hereinafter referred to as the “Owner”) 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

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;

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 shall address with the Municipality, issues such as: parking, lighting, landscaping, planting strip requirements, lot grading and drainage, installation of a water meter, stormwater management, servicing connections and the location of buildings and provision of required municipal services.

5.3 Under the Site Plan Agreement any reserves, easements, or dedications required by Morris-Turnberry and/or North Huron or other utilities will be detailed and provided by the Owner at no cost to Morris-Turnberry.

5.4 Any stormwater management plan to be constructed under the Development Agreement shall be prepared to the satisfaction of Morris-Turnberry by the Owner, prior to the issuance of any building permit.

5.5 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 and development agreements.

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 Municipalities, the Owner shall maintain to the satisfaction of the Municipalities, 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.

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

To the Owner: Marilyn VanHeesch
39822 Belgrave Rd., RR 1,
BELGRAVE, ON N0G 1E0

To the Municipality of Morris-Turnberry: Nancy Michie, Administrator Clerk-Treasurer
Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310
Brussels, ON N0G 1H0

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 Marilyn VanHeesch
Owner

The Corporation of the Municipality of Morris-Turnberry

Mayor

Clerk
SCHEDULE “A”
LEGAL DESCRIPTION OF SUBJECT LANDS

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

South Part of Lot 9 Concession 1, Geographic Township of Turnberry, Municipality of Morris-Turnberry, County of Huron
SCHEDULE "B"
SITE PLAN

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