

The Corporation of the Municipality of West Grey

By-law Number 54 - 2014

A By-law to authorize the entering into of a Municipal Road Servicing Agreement with Bambina Imola

Whereas the Council of the Corporation of the Municipality of West Grey deems it necessary and advisable to enter into a Municipal Road Servicing Agreement with Bambina Imola, being the registered owner of the lands composed of North Part Lot 57, Concession 3 S.D.R., RP16R6697, Part 1, PIN 37220-0120, former Township of Bentinck, now in the Municipality of West Grey, assessment roll no. 4205 280 004 18200 0000.

Now Therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That authorization is hereby given to enter into a Municipal Road Servicing Agreement attached hereto as Schedule "A", with Bambina Imola, being the registered owner of the lands composed of North Part Lot 57, Concession 3 S.D.R., RP16R6697, Part 1, PIN 37220-0120, former Township of Bentinck, now in the Municipality of West Grey, assessment roll no. 4205 280 004 18200 0000.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to duly execute the said Agreement and affix thereto the seal of the Corporation.
3. That this By-law shall come into full force and effect immediately upon final passage.

Read a first and second time this 21st day of July, 2014.

Read a third time and finally passed this 21st day of July, 2014.

(Signed)
Kevin Eccles, Mayor

(Signed)
Larry C. Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 54 - 2014

Municipality of



Municipal Road Servicing Agreement

Municipality of West Grey
Municipal Road Servicing Agreement

This Agreement made in duplicate this 21st day of July, 2014.

Between:

Bambina Imola

(Hereinafter called the "Owner")
OF THE FIRST PART

-and-

The Corporation of the Municipality of West Grey

(Hereinafter called the "Municipality")
OF THE SECOND PART

Whereas the Owner is the registered owner of the subject lands in the Municipality of West Grey described as North Part Lot 57, Concession 3 S.D.R., RP16R6697, Part 1, PIN 37220-0120, former Township of Bentinck, now in the Municipality, assessment roll no. 4205 280 004 18200 0000;

And whereas the Owner intends to construct a single detached dwelling on North Part Lot 57, Concession 3 S.D.R., RP16R6697, Part 1, PIN 37220-0120, former Township of Bentinck, now in the Municipality, assessment roll no. 4205 280 004 18200 0000;

And whereas the Owner's property has access onto Bluespring Road, and section 6.10 of the Municipality Comprehensive Zoning By-law No. 37-2006, as amended, does not permit a building or structure to be erected unless it fronts upon and has direct access to an improved public street opened and maintained on a year round basis;

Now Therefore in Consideration of the sum of two dollars (\$2.00) as paid by the Owner to the Municipality, the parties hereby agree as follows:

1. That any proposed development to be created by the Owner shall not require any increase in the level of municipal servicing from that which exists on the date of registration of this agreement.
2. The Owner acknowledges the Municipality does not provide winter maintenance on Bluespring Road. The Owner further acknowledges that the road may not be usable for school bus service and must be maintained privately to permit the use of the road for any emergency services, including, without limitation, such services as police and fire protection and ambulance/EMS services. The Municipality is neither responsible for, nor liable for, any loss or damage resulting from the road being in an inadequate condition to allow access for such emergency services

3. That any proposed development shall be in accordance with the requirements of the Ontario Building Code for residential dwellings and the provisions of the Municipality Comprehensive Zoning By-law No. 37-2006, as amended.
4. The Owner hereby agrees to provide an Undertaking from the Owner's insurer to the Municipality of West Grey/Chief Building Official, prior to issuance of a building permit, stating that the Owner's insurer will provide adequate property insurance for the proposed dwelling and any accessory buildings on the subject lands.
5. The Owner covenant and agree not to call into question, directly or indirectly, to oppose any proceedings whatsoever whether in law or in equity or before any administrative tribunal, governmental authority or board or court, the right of the Municipality to enter into this agreement and to enforce or reply on or perform each and every term, covenant, proviso, agreement and condition contained herein, and the Owner further covenant and agree the provision of this paragraph may be pleaded by the Municipality as an estoppel against the owners, their successors and assigns at any such proceedings.
6. The Owner acknowledges and agrees that the Municipality is not liable for any injuries, losses or damages as a consequence of the Municipality permitting the Owner to construct a dwelling on the subject property and using Bluespring Road for access thereto.
7. The Owner agrees to provide a deposit by cash, cheque, or money order, in the amount of \$700.00, prior to consideration of signing the Municipal Servicing Agreement by Council, to cover the costs of the municipal solicitor to review and register on title the Municipal Servicing Agreement. The Municipality will remit any unexpended amount of the deposit to the Owner, if any, upon receipt of the final invoice from the municipal solicitor.
8. This agreement and all matters contained therein shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.
9. The Owner hereby agrees that this agreement may be registered upon the title to the said lands and does hereby consent to such registration.

In Witness Whereof the party of the Owner have set their hands and seal and the party of the Municipality has affixed its seal as attested by its proper officers duly authorized in that behalf this ____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED)
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) _____
) Bambina Imola
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) The Corporation of the
) Municipality of West Grey
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) Per:
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) _____
) Kevin Eccles, Mayor
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) _____
) Larry C. Adams, CAO/Deputy
) Clerk