

**The Corporation of the Municipality of West Grey**

**By-law Number 62 - 2018**

**Being** a By-law to authorize the Mayor and CAO/Deputy Clerk to enter into a Site Plan Control Agreement between the Municipality of West Grey and Parkbridge Lifestyle Communities Inc.

Whereas the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Site Plan Control Agreement with Parkbridge Lifestyle Communities Inc., being the owner of lands known as Silent Valley Campground and described as LT 32-35 CON 3 NORMANBY; S/T R348971; WEST GREY, PIN 37296-0124 (LT);

**And whereas** the Council of the Municipality of West Grey passed By-law Number 61-2018, being a by-law to establish a Site Plan Control Area pursuant to Section 41(7)(c) of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, on the aforementioned subject property;

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

1. That the Mayor and CAO/Deputy Clerk of the Municipality of West Grey are hereby authorized to sign a Site Plan Agreement with Parkbridge Lifestyle Communities Inc., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 22<sup>nd</sup> day of May, 2018.

Read a third time and finally passed this 22<sup>nd</sup> day of May, 2018.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 62 - 2018**

**Municipality of**



**Site Plan Agreement**  
**Parkbridge Lifestyle Communities Inc.**

## **Site Plan Agreement**

**This Agreement** made this 22<sup>nd</sup> day of May, 2018.

**Between**                    **Parkbridge Lifestyle Communities Inc.**

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 lands described in Schedule A attached hereto (hereinafter referred to as the "lands");

**And whereas** Section 41(7)(c) of the Planning Act, R.S.O. 1990, as amended authorizes municipalities to designate areas of Site Plan Control and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control;

**And whereas** by virtue of By-law Number 61-2018 of the Municipality of West Grey, the lands described in Schedule A attached hereto are subject to Site Plan Control and authorizes the Municipality to enter into this Agreement as a condition of development or redevelopment;

**Now Therefore, this agreement witnesseth that** in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other valuable consideration now paid by the Municipality to the Owner (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Municipality of West Grey as follows:

1.     **Recitals**

The Parties acknowledge that the recitals are accurate.

2.     **Definitions**

- a) The term "works" where it appears in this Agreement refers to any manner or thing required to be provided, constructed or maintained by the owner pursuant to this Agreement.
- b) Reference to "Site Plans", "Site Plan Agreement" or any derivative of these terms contemplates reference to Section 41 of the Planning Act, R.S.O. 1990, and amendments thereto and furthermore contemplates all those enumerated matters over which site development control relates.

### 3. **Schedules**

All Schedules attached hereto, or if not attached hereto but referred to in this Agreement, form part of this Agreement and are binding on the Owner. The Schedules include:

- a) Legal Description of the lands; and
- b) Site Plan conducted and prepared by Cuesta Planning Consultants Inc. dated May 15, 2018, available for inspection at the Clerk's office during regular office hours.

### 4. **Site Plan Works and Requirements**

- a) The Owner agrees that no development on the lands will occur other than that shown on the Site Plan referred to in 3 b) above;

### 5. **Amendments**

The Owner agrees that no development, redevelopment or works shall be undertaken other than in conformity with this Agreement. Any change in operations or requirements, or any development, redevelopment or works not expressly provided for under this Agreement shall require amendment to this Agreement and/or a new Agreement between the Owner and the Municipality. The Municipality may, upon application by the Owner, summarily grant minor modifications to the requirements of this Agreement provided that they are made in writing by the Municipality. The determination of what constitutes a minor modification is in the exclusive discretion of the Municipality.

### 6. **Expenses**

Upon application to the Municipality for the preparation of this Agreement, the Owner shall deposit with the Municipality the sum of Two Thousand Dollars (\$2,000.00). The Owner agrees to pay the Municipality the cost of the Municipality's Planner, Lawyer and Engineer for all costs involved in the processing of the Development Agreement, for checking of Plans and specifications, and for supervision and inspection on behalf of the Municipality. As accounts are received from the Municipality's Planner, Lawyer and Engineer, they will be paid by the Municipality and then submitted to the Owner for reimbursement, so that the \$2,000.00 initial deposit will again be built up to enable the Municipality to pay the next accounts as they are received.

### 7. **Agreement to be Complied With**

It is understood and agreed that the issuance of a building permit by the Municipality, and any other works undertaken by the Owner, shall be contingent upon compliance with this Agreement in addition to all other relevant Municipal by-laws, and Provincial or Federal statutes and regulations. It is further understood and agreed that all development or works shall be restricted to those uses permitted under the Municipality's Zoning by-law.



13. **Enurement**

This Agreement shall enure to the benefit of the parties hereto and their successors and assigns.

**In witness whereof** the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

**And in witness whereof** the natural parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND )	THE CORPORATION OF THE MUNICIPALITY
DELIVERED )	OF WEST GREY
)	
)	
)	Per: _____
In the presence of: )	Kevin Eccles, Mayor
)	
)	
)	Per: _____
)	Laura Johnston, CAO/Deputy Clerk
)	
)	
)	PARKBRIDGE LIFESTYLE COMMUNITIES INC.
)	
)	
)	Per: _____
)	Karl Gagesch, Senior VP of
)	Development
)	
)	
)	Per: _____
)	Sandy (William) Higgins, VP Planning
)	We have authority to bind the Corporation.
)	

**Schedule "A"**

**Site Plan Agreement**

**Description of Lands**

**Being: LT 32-35 CON 3 NORMANBY; S/T R348971; WEST GREY  
PIN 37296-0124 (LT)**

## **Schedule "B"**

Site Plan – prepared by Cuesta Planning Consultants Inc., dated May 15, 2018.

(A copy of which is available for inspection at the Clerk's office during regular office hours)