

**The Corporation of the Municipality of West Grey**  
**By-law Number 81 - 2017**

**Being** a By-law to authorize the Mayor and Clerk to enter into a Site Plan Control Agreement between the Municipality of West Grey and Marvin Martin

**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 Marvin Martin, being the owner of lands described as PT LT 75 CON B NORMANBY PT 1 17R531; WEST GREY.

**And whereas** the Council of the Municipality of West Grey passed By-law Number 76-2017, being a by-law to establish a Site Plan Control Area pursuant to Section 41 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 Clerk of the Municipality of West Grey are hereby authorized to sign a Site Plan Agreement with Marvin Martin, 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 21<sup>st</sup> day of August, 2017.

Read a third time and finally passed this 21<sup>st</sup> day of August, 2017.

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

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

**Schedule "A" to By-law Number 81 - 2017**

**Municipality of**



**Site Plan Agreement**  
**Marvin Martin**

## **Site Plan Agreement**

**This Agreement** made this 21<sup>st</sup> day of August, 2017.

**Between**            **Marvin Martin**

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 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 76-2017 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) Schedule A: Legal Description of the lands; and
- b) Schedule B: Site Plan conducted and prepared by Cobide Engineering Inc., dated October 2016, (REVISION 6 – August 4, 2017) 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, and agrees to complete the works on the lands in strict accordance with the Site Plan;

### **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,



**11. Registration**

The Owner hereby agrees that this Agreement shall be registered on the title of the lands described in Schedule A attached hereto at the expense of the Owner and shall be binding on the heirs and assigns of the Owner. The Owner agrees to pay the Municipality’s reasonable legal costs incurred by it in connection with the registration of this Agreement. Any minor modifications to this Agreement authorized under paragraph five (5) shall also be binding upon the lands and any and all persons associated therewith. It shall be the responsibility of anyone seeking particularization of minor modifications to determine same from the Municipality.

**12. Gender**

This Agreement shall be read with all changes in gender or number required by the context.

**13. Enurement**

This Agreement shall enure to the benefit of the parties hereto and their heirs, estate trustees, 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 )	<b>THE CORPORATION OF THE MUNICIPALITY</b>
DELIVERED )	<b>OF WEST GREY</b>
)	
)	
)	Per: _____
In the presence of: )	Kevin Eccles, Mayor
)	
)	
)	Per: _____
)	Mark Turner, Clerk
)	
)	<b>MARVIN MARTIN</b>
)	
)	
)	Per: _____
)	Marvin Martin

**Schedule "A"**

**Site Plan Agreement**

**Description of Lands**

**Being: PT LT 75 CON B NORMANBY PT 1 17R531; WEST GREY**

**PIN 37298 - 0199 (LT)**

## **Schedule "B"**

Site Plan – prepared by Cobide Engineering Inc., dated October 2016,  
REVISION 6 – August 4, 2017, available for inspection.

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



