

The Corporation of the Municipality of West Grey

By-law Number 95 - 2018

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 Trevor Bruce Gilkinson (owner) and Donald Oliver Smith (mortgagee).

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 Trevor Bruce Gilkinson, being the owner of lands described as PT LT 5 W of Queen Street, 6 W of Queen Street, PL 500 Durham as in GS115823; WEST GREY, PIN 37317-0358 (LT), and Donald Oliver Smith (mortgagee);

And whereas the Council of the Municipality of West Grey passed By-law Number 110-2017, 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 Clerk of the Municipality of West Grey are hereby authorized to sign a Site Plan Agreement with Trevor Bruce Gilkinson (owner) and Donald Oliver Smith (mortgagee), 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 5th day of September, 2018.

Read a third time and finally passed this 5th day of September, 2018.

(Signed)
Kevin Eccles, Mayor

(Signed)
Mark Turner, Clerk

Schedule “A” to By-law Number 95 - 2018

Municipality of



Site Plan Agreement

**Trevor Bruce Gilkinson (owner); &
Donald Oliver Smith (mortgagee)**

Site Plan Agreement

This Agreement made this 5th day of September, 2018.

Between **Trevor Bruce Gilkinson**

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

And **Donald Oliver Smith**

hereinafter called the MORTGAGEE of the THIRD 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 110-2017 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 Star Blueprints Inc., dated February 26, 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, and agrees to complete the works on the lands in strict accordance with the Site Plan;
- b) The Owner agrees to enter into a Risk Management Plan with the Drinking Water Source Protection Office for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region, regarding salt application activities on the subject property.

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.

8. Accuracy of Plans and Other Matters

All plans and diagrams attached to this Agreement as a Schedule or referred to in this Agreement, the Owner warrants are accurate as to all dimensions and other matters shown thereon. In the event that any material misrepresentation, whether accidental or otherwise is found to exist and which on reasonable grounds has prejudiced or compromised the Municipality's position in any way, then the Owner shall be required, at its expense, to resolve all such matters. Failing this, the Municipality may rectify the situation at the Owner's expense. For the above reasons, the Owner acknowledges the importance of having reliable and accurate plans and that the Municipality is relying upon them and is entering into this Agreement on that basis.

9. Notice

Any notice required or permitted to be given pursuant to the provisions of this Agreement may be given personally or shall be mailed to each party at the address hereinafter set out. If mailed, by ordinary prepaid first class post, it shall be deemed to have been received on the fourth day after it is postmarked.

To the Owner at: Trevor Bruce Gilkinson
256 Main Street E
Listowel, ON
N4W 2B7

To the Municipality at: Clerk
Municipality of West Grey
402813 Grey Rd 4
RR #2
Durham ON., N0G 1R0

10. Enforceability of Agreement

It is understood and agreed that the Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Owner by the Municipality in any such proceeding.

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.

14. Consent of Mortgagee

The Mortgagee hereby consents to the registration of this Agreement and agrees that in the event that the Mortgagee exercises its rights and remedies against the Owner under the terms of the charge/mortgage registered against the lands, then the Mortgagee shall be bound by the terms of this Agreement, which shall also bind any subsequent purchaser of the lands.

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:_____
)	Mark Turner, Clerk
)	
)	
)	TREVOR BRUCE GILKINSON
)	
)	Per:_____
)	Trevor Bruce Gilkinson
)	
)	DONALD OLVER SMITH
)	
)	Per:_____
)	Donald Oliver Smith

Schedule "A"

Site Plan Agreement

Description of Lands

**Being: PT LT 5 W OF QUEEN STREET, 6 W OF QUEEN STREET, PL 500
DURHAM AS IN GS115823; WEST GREY**

PIN 37317-0358 (LT)

Schedule “B”

Site Plan – prepared by Star Blueprints Inc., dated August 15, 2018, available for inspection.

(A copy of which is available for inspection at the Clerk’s office during regular office hour

