

**Schedule "A" to Bylaw No. 81-2020**

**NO DEMAND FOR MUNICIPAL SERVICES SITE PLAN AGREEMENT**

(Section 41 of the *Planning Act*, R.S.O. 1990, as amended)

THIS AGREEMENT, made in triplicate, this ..... day of November, 2020.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**  
(the "Municipality")

OF THE FIRST PART

- and -

**DALE ROBERT ZABEL and VICTORIA LYNN ZABEL**  
(the "Owners")

OF THE SECOND PART

**WHEREAS** the Owners are the registered owners of the property described as LT 3 HELENA ST PL 153 NORMANBY; WEST GREY, Property Identification Number (PIN): 37300-0155 (LT) and municipally known as 141 Helena Street, Ayton, County of Grey, Ontario (the "Subject lands");

**AND WHEREAS** the Owners enjoy a right-of-way associated with the Subject Lands for all purposes, including ingress and egress;

**AND WHEREAS** the aforesaid right-of-way is not a publicly maintained road allowance forming part of the municipal road system of the Municipality and, as such, the development of the Subject Lands would generally be contrary to the provisions of the Municipality's Zoning By-law;

**AND WHEREAS** the Owners have received approval of a minor variance to permit development of the Subject Lands without frontage on an opened and maintained municipal road;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owners hereby acknowledge that the only means of access to the Subject Lands is by way of a private right-of-way.
2. The Owners covenant and agree that they shall make no demand upon the Municipality for the provision of access to the Subject Property by way of an open publicly maintained road or otherwise and the obtaining access to the Subject Lands will be the sole responsibility of the Owner.
3. The Owners hereby acknowledge that the Subject Lands do not receive any municipal services.
4. The Owners hereby agree not to make any demands upon the Municipality for any municipal services of any nature or kind, except fire protection when weather and roadway conditions permit the safe entry of fire apparatus. Without in any way limiting the generality of the expression "municipal services", the type of services which shall not be demanded shall include fire protection (when weather and roadway conditions do not permit the safe entry of fire apparatus), garbage collection, drainage works, road maintenance, snow clearance, street lighting, sidewalks, curbs, gutters, tree planting or any other service.
5. The Owners hereby acknowledge and agree that they shall be responsible to negotiate a private agreement for the pick-up and disposal of all garbage arising from the use and any proposed development of the Subject Lands.
6. The Owners hereby agree that this Agreement shall be registered by the Municipality against the title to the Subject Lands, at the Owners' expense, by way of Notice pursuant to Section 71 of the *Land Titles Act*, R.S.O. 1990, Chapter 230.
7. The Owners further acknowledge and agree that the Municipality has only allowed the development of the Subject Lands by the Owners on the basis of this Agreement being entered into.
8. The Owners shall indemnify and hold harmless the Municipality from all claims, suits, actions, demands, costs, liabilities, damages or losses of any nature whatsoever that arise from the development or use of the Subject Lands, including without limitation any personal injury, death or loss or damage to property, including without limitation the Municipality's legal costs on a solicitor and own client basis.

9. This Agreement may not be assigned by the Owners without the prior written consent of the Municipality, which may require that any proposed assignee enter into an agreement similar to this Agreement with the Municipality as a condition of providing such consent.
10. This Agreement constitutes the entire agreement between the Municipality and the Owners. It shall not be amended, altered or changed except by further written agreement between the parties. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this agreement on the date noted above.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**THE CORPORATION OF THE  
MUNICIPALITY OF WEST GREY**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK  
*"We have the authority to bind the Corporation"*

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
**DALE ROBERT ZABEL**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
**VICTORIA LYNN ZABEL**