

## **Schedule “A” to Bylaw No. 52-2021**

**The Site Plan Control Agreement**, made in triplicate, this 6<sup>th</sup> day of July 2021.

B E T W E E N:

**The Corporation of the Municipality of West Grey**  
hereinafter called the “Municipality”  
Of The First Part

- a n d -

**Nixey-Slobosky, Janice and Slobosky, Brian**  
hereinafter called the “Owners”  
Of The Second Part

Whereas the municipality has enacted site plan control provisions pursuant to the provisions of section 41 of the *planning act*, r.s.o. 1990, as amended; and

Whereas the Owners own the lands described as:

*PT LT 102, CONCESSION 3 SWTSR; WEST GREY; and*

Whereas the lands are municipally identified as 615690 Hamilton Lane; and

Whereas the owners have applied to the municipality for a minor variance to permit the development of the property despite the lack of frontage on a municipally open and maintained municipal road; and

Whereas the municipality approved minor variance application A15.2021 on June 14, 2021; and

Whereas the owners acknowledge and agree that the lot in question does not front on an improved public road or a road that is maintained year-round; and

Whereas the owners acknowledge and agree that the municipality does not or is not required to maintain or removal snow on the said road or street; and

Whereas the owners acknowledge and agree that the local municipality will not take over or assume an unopened, unassumed or private road or street as a local municipal road unless it has been built or upgraded to the local municipal standards in force at the full expense of the property owners abutting said road; and

Whereas the owners acknowledge and agree that the municipality is not liable for any injuries, losses or damages as a consequence of the municipality issuing a building permit; and

Whereas the owners shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages or other similar documents registered prior to the registration of this agreement; and

Whereas the owners understand and agree that the owners shall be responsible for all fees incurred in the registration of this agreement and in the registration of any subsequent amendment or deletion of the agreement from title and for any approvals or consents required to register the agreement; and

Whereas the owners acknowledge and agree that the terms of this agreement may be amended, substituted, deleted, replaced or added to only if such modification is in writing, signed by the identified parties and expressly stated to be a modification of this agreement; and

Whereas the owners acknowledge that should any provisions of this agreement are held to be invalid or unenforceable, it must shall be considered separate and severable from this agreement and the remaining provisions of the agreement shall not be affected thereby and shall remain in full force and effect and shall be binding as though such invalid or unenforceable provision had not been included in this agreement; and

Whereas this agreement shall be binding upon the parties hereto and their respective successors and assigns.

In witness whereof the parties hereto have hereunto placed their respective hands and seals to these presents.

**Municipality of West Grey**

\_\_\_\_\_  
Genevieve Scharback, Municipal Clerk

\_\_\_\_\_  
Christine Robinson, Mayor

**Owners**

\_\_\_\_\_  
Janice Nixey-Slobosky

\_\_\_\_\_  
Brian Slobosky