

Schedule “A” to Bylaw No. 65-2021

The Site Plan Control Agreement, made in triplicate, this 7th day of September 2021.

BETWEEN:

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

- a n d -

Anzelmo, Michael and Pietro
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:

PLAN 500 PT LOT 19 WGR, VILLAGE OF DURHAM; and

Whereas the lands are municipally known as:

240 GARAFRAXA STREET NORTH, DURHAM; and

Whereas the lands affected by this Agreement are the lands described in Schedule ‘A’ hereto annexed, and are also show on the Site Plan attached hereto as Schedule ‘B’ (the Site Plan), which lands are referred to herein as the ‘said lands’; and

Whereas the Developer proposes to convert the interior of existing structure to a four-plex dwelling unit (‘Project’) upon the said lands in accordance with the Site Plan attached; and

Whereas the Developer is required to enter into this Agreement with the Municipality as a condition of site plan approval;

Now therefore this agreement witnesseth that in consideration of the premises and for the good and valuable consideration and sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

Recitals

1. The foregoing recitals are true and accurate and the terms defined therein shall bear the meanings indicated throughout this Agreement.

Plans, Drawings and Reports

2. The following plans, drawings and reports shall be deemed to be part of this Agreement.
 - Approved Site Plan dated June 5th, 2021.
 - By-law 125-2018 and schedules ‘A’ and ‘B’ attached as they pertain to the Ontario Heritage Act, R.S.O. 1990, C.O.18, as amended.
3. In the event of a conflict between the plans, drawings and reports listed in this agreement (hereinafter referred to as the ‘Site Development Plans’). For the purposes of this Agreement, ‘development’ and ‘redevelopment’ shall have the same meaning as prescribed under section 41 of the Planning Act R.S.O., 1990, as amended.

4. Subsection 41(10) of the Planning Act R.S.O., 1990 as amended provides for the registration of Site Plan Agreements on title to the lands.

Conformity with Site Development Plans and Conditions

5. The Owner shall develop the lands substantially in accordance with the site development plans, and the terms and conditions of this Agreement (including any schedules attached hereto), unless a Site Plan amendment is granted.
6. Upon completion of the development, the Owner shall request a final inspection from the Chief Building Official to verify that the development has been completed in accordance with the plans, drawings and reports listed in section 2.
7. If, following receipt of the final inspection referred to section 5 of this Agreement, the Municipality finds deficiencies of any nature whatsoever, the Municipality shall notify the Owner, and the Owner shall remedy such deficiencies to the satisfaction of the Municipality.

Guidelines and Standards

8. Unless otherwise specified under section 2, the Owner shall install and construct the Development in accordance with the guidelines of the Municipality and any other provincial or federal laws, regulations and standards.

Constructions

9. The Owner shall not undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal catch basin, manhole, sewer, ditch, culvert, roadway, boulevard or sidewalk. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Lands, howsoever caused, and the determine of the municipal staff with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage and shall be final and binding on all parties.
10. The Owner hereby covenants and agrees that should it be in default of any of its obligations with respect to maintenance, without any limitation whatsoever, the Municipality in its sole discretion may add any costs incurred by the Municipality in its sole discretion may add any costs incurred by the Municipality to fulfill or rectify such default to the tax roll for the Lands, and that the City shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest payable to the Municipality in the same manner as tax arrears.

Connections to Municipal Services

11. Relocation of any municipal services, facilities or utilities (including any curbs, gutters, catch basins, poles, bus shelters, manholes, telephone boxes, valves, drains or transformers), whether owned by the Municipality, a Municipal approved contractor or the utility company at the Owner's expense.

Parking Area

12. The parking spaces shall be installed in accordance with the attached 'Site Plan', attached herein as Schedule B to this agreement.
13. The Owner shall maintain the parking area during all twelve (12) months of the year, alternatively the Owner may enter into a contract for snow removal, either of which will be at the Owner's expense.
14. Parking related to the Lands must be contained entirely within the property boundary in accordance with the 'Site Plan', attached herein as Schedule B to this agreement.

Covenants

- 15. The covenants, agreements, conditions and undertakings contained in this Agreement on the part of the Owner shall run with the Lands and shall be binding upon them and upon the Owner’s successors and assigns.
- 16. The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the agreement shall remain valid and not terminate thereby.

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

Michael Anzelmo

Peitro Anzelmo

SCHEDULE A
Legal description of the lands

240 Garafraxa Street North, Durham, ON
Plan 500 PT Lot 19 WGR RP; 16R10764, Parts 3-5
Geographic Village of Durham

Sketch of boundaries, dimensions and locations on subject land:

The sketch shows a property layout with the following features and dimensions:

- Top Boundary:** Garafraxa St. N. (public road). A distance of 11.3m is marked from the road to the top of the main building area.
- Left Boundary:** A vertical line with a distance of 4.4m marked from the top to the start of the main building area. Further down, a distance of 4.45m is marked from the top to the start of the lower building area.
- Top Building Area:** A rectangular area with a width of 16.6m and a height of 3.8m. It contains a smaller rectangle with dimensions 13.5m by 13.5m. A distance of 3m is marked from the right side of this inner rectangle to the right boundary.
- Right Boundary:** A vertical line with a distance of 2.11m marked from the bottom to the top of the main building area.
- Bottom Boundary:** A horizontal line with a distance of 16.13m marked from the left to the right. Below this, a distance of 1.5m is marked from the left to the start of the main building area. The bottom of the main building area is divided into three sections: 6m, 5.5m, and 6.13m.
- Internal Features:**
 - A vertical strip on the right side of the main building area is labeled "PARK 5 (existing Concrete Driveway - Easement)".
 - A rectangular area at the bottom left is labeled "PARK 3" and contains a series of numbered boxes (1, 2, 3, 4, 5, 6).
 - A circular area is labeled "35m² grass".
 - A rectangular area is labeled "40m² grass".
 - A rectangular area is labeled "135m² grass".
- Overall Dimensions:**
 - The total width of the main building area is 16.13m.
 - The total height of the main building area is 14.5m.
- Summary:** A cloud-shaped note at the bottom left states: "TOTAL 210m²+ GRASS/LANDSCAPE AREA".

[illegible]