

## Site Plan Agreement

**This Agreement** made on this 18<sup>th</sup> day of January, 2021.

**Between Leonard and Emaline Streicher**

Hereinafter called the OWNER of the FIRST PART

**And Kindred Credit Union Limited**

Hereinafter called the MORTGAGEE of the SECOND PART

**And The Corporation of the Municipality of West Grey**

Hereinafter called the MUNICIPALITY 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 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 51-2021 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 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:

### 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) References 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 prepared by gb Architect Inc. and dated November 22, 2021. Available for viewing at the Municipal 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 noted as 3(b) above and agrees to complete the works on the lands in strict accordance with the above noted plans.
- b) The Owner agrees to provide a minimum of six (6) parking spaces within the graveled area of the site.
- c) Development must be conducted in accordance with the aforementioned plans, By-law 51-2021 and the Municipality's Comprehensive Zoning By-law 37-2006 or its predecessor.

### **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 \$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 agreement, for checking of plans and specifications, and for supervision and inspection on behalf of the Municipality. As accounts are received related to this file 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 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 are warranted by the Owner to be 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: Leonard and Emaline Streicher  
421763 Concession 6 NDR  
Elmwood, ON, N0G 1S0

To the Mortgagee at: Kindred Credit Union Limited  
116 Main Street North  
PO Box 280  
Mount Forest, ON, N0G 2L0  
Attention: Rozanne Ball

To the Municipality at: Clerk  
Municipality of West Grey  
402813 Grey Road 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 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 or 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.

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

Per: \_\_\_\_\_  
Christine Robinson, Mayor

Per: \_\_\_\_\_  
Genevieve Scharback, Clerk

**LEONARD STREICHER**

Per: \_\_\_\_\_  
Leonard Streicher, Owner

**EMALINE STREICHER**

Per: \_\_\_\_\_  
Emaline Streicher, Owner

**KINDRED CREDIT UNION LIMITED**

Per: \_\_\_\_\_  
Rozanne Ball, Account Manager

## **SCHEDULE 'A'**

### **Legal description of lands**

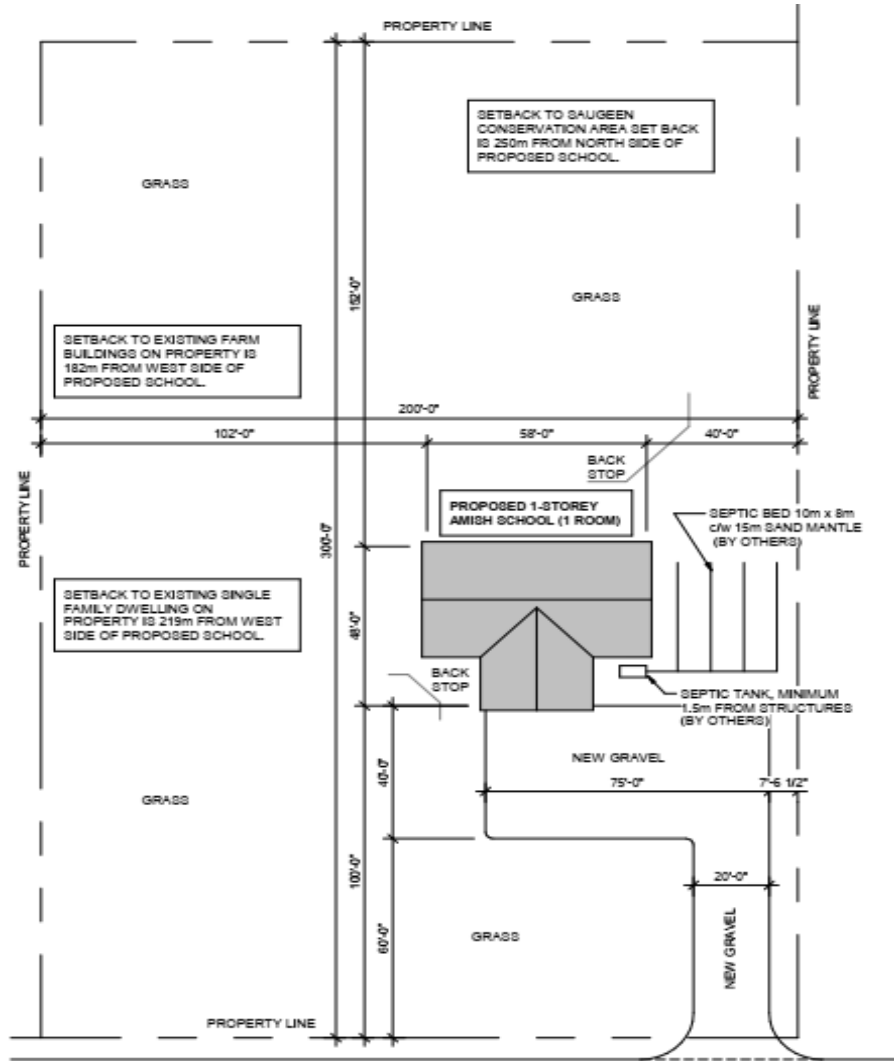
Lots 18 and 19, Concession 7

Geographic Township of Bentinck

# SCHEDULE 'B'

Site Plan prepared by gb Architect Inc. (dated November 22, 2021)

(a copy of which is available for viewing at the Municipal Office during regular business hours)



## CONCESSION 6 NDR

SITE PLAN