

## Schedule "A" to Bylaw No. 58-2022

### Site Plan Agreement

**This Agreement** made in triplicate on this 7th day of June, 2022.

**Between Edward and Betty Moric**

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

Whereas an application for Site Plan Approval under section 41 of the Planning Act of Ontario, R.S.O. 1990, as amended, was made to the Municipality to permit the construction of a future single detached dwelling unit and accessory uses in accordance with the recommendations of a satisfactory Environmental Impact Study; and

Whereas the parcel affected by this Agreement is more particularly described as being LOT 17, CON 3 WGR; ARN 4205.280.0010.8500; GEOGRAPHIC TOWNSHIP OF BENTINCK; WEST GREY; and

Whereas the Municipality of West Grey Council passed bylaw 35-2022 to fulfill a condition of consent and implement the conditions of the approved Environmental Impact Study completed by AWS Environmental Consulting Inc. dated November 2021; and

Whereas the Planning Act under Section 41(7)(c) enables a local municipality to require the owner to enter into one or more agreements; and

Whereas the Municipality has enacted a Bylaw to provide for the designation of the lands as a 'Site Plan Control Area'; and

Whereas the Owners intend to develop the lands in accordance with the approved Environmental Impact Study described in Schedules 'B' and 'C'; and

Whereas the Owners are 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;

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:

## **1.0 Covenants by the Owners**

The Owners covenant and agree as follows:

- a) The Owners are the registered owners of the subject lands described herein and have provided the Municipality with a Registered Deed containing the legal description of the subject lands.
- b) The Owners consent and agree that this Agreement shall be registered against title to these subject lands, at their expense, and shall take priority over any subsequent registrations against the title to the subject lands.
- c) That this agreement shall be binding on the Owners and from time to time, their heirs, executors, administrators, successors and assigns.
- d) The Owners shall obtain all necessary approvals from the Municipality and from Ministries and Agencies.
- e) The Owners acknowledge and agree that any development on the site shall be in accordance with the approved Natural Heritage Environmental Impact Study prepared by AWS Environmental Consulting Inc. dated November 2021.
- f) The Owners acknowledge and agree that development shall not occur outside of the identified building envelope in accordance with figure 10 of the approved Natural Heritage Environmental Impact Study prepared by AWS Environmental Consulting Inc. dated November 2021.
- g) The Owners acknowledge and agree that further development of the subject lands is subject to a holding provision which shall not be removed until a further Environmental Impact Study has been provided to the satisfaction of the Municipality and the Saugeen Valley Conservation Authority demonstrating that future development will not have any adverse impacts on the natural heritage features on the subject lands.
- h) The Owners acknowledge and agree that any tree removal on the subject lands requires review and / or approval in accordance with the County of Grey Forest Management By-law No. 4341-06 or its successor.
- i) The Owners acknowledge and agree that an Entrance Permit may be required from the Municipality of West Grey Public Works Department.

- j) That all light standards on site direct the light downwards so as to avoid creating a nuisance to adjacent landowners and / or passing motorists.
- k) The Owners must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. prior to and during construction. Failing adequate precautions being taken, the Owner shall be responsible for correcting and damage and paying all maintenance costs resulting from there.
- l) The Owners acknowledge and agree that appropriate dust control measures will be their responsibility during construction. Regular applications of calcium will be required until final occupancy is granted by the Chief Building Official.
- m) The Owners acknowledge and agree that the subject lands are located in a rural area where typical farm practices occur. The Owners further acknowledge that noise, dust and odour may occur as a result of typical farm practices.
- n) The parties further acknowledge and agree that this Agreement may not be terminated or cancelled without the prior written consent of the Municipality of West Grey.
- o) Any changes or amendments to the Site Plan must be mutually agreed upon in writing.
- p) The Owners acknowledge and agree that the use and development of the property shall be in accordance with the approved development envelope included as figure 10 and, as prepared by AWS Environmental Consulting Inc.
- q) The Owners covenants and agrees with the Municipality on behalf of itself, its successors and assignees, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims, and demands whatsoever, which may arise either directly or indirectly by reason of any work performed. The Owners further covenant and agree to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or as a result of the Municipality performing any municipal work on the said lands or the adjacent property which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

## **2.0 COVENANTS BY THE MUNICIPALITY**

The Municipality covenants and agrees as follows:

- r) That the Municipality agrees that subject to compliance by the Owner with all relevant Municipal By-laws, Provincial Statutes and Regulations, Agency

requirements, and the provisions of this Agreement, the Owners may proceed to develop the subject lands.

**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

**OWNERS**

Per: \_\_\_\_\_  
Edward Moric, Owner

Per: \_\_\_\_\_  
Betty Moric, Owner

## **SCHEDULE 'A'**

**NOTE:** It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and Edward and Betty Moric.

### **DESCRIPTION OF LANDS AFFECTED BY THIS AGREEMENT:**

**ALL AND SINGULAR**, that certain parcel or tract of premises, situate, lying and being in the Municipality of West Grey, in the County of Grey, and being composed of the whole of the lands described as follows:

214691 BASELINE ROAD; LOT 17 CON 3 WGR in the GEOGRAPHIC TOWNSHIP OF BENTINCK, MUNICIPALITY OF WEST GREY, COUNTY OF GREY.

## **SCHEDULE 'B'**

**NOTE:** It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and Edward and Betty Moric.

### **WORKS TO BE CONSTRUCTED**

The following list is a summary of the works required in general terms only:

- Permitted development in accordance with By-law No. 35-2022
- Permitted development in accordance with the approved Environmental Impact Study prepared by AWS ENVIRONMENTAL CONSULTANTS INC., dated November 2021.

All of the above noted works to be constructed in accordance with the conditions and standards set out in this Agreement and the Plans prepared by the Property Owner and approved by the Municipal Planner.

## **SCHEDULE 'C'**

**NOTE:** It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and Edward and Betty Moric.

### **REPORTS and PLANS**

ENVIRONMENTAL IMPACT STUDY, prepared by AWS Environmental Consultants Inc. dated November 2021.

FIGURE 10, ENVIRONMENTAL IMPACT STUDY, prepared by AWS Environmental Consultants Inc. dated November 2021.

Copies of the report and plans may be viewed at the Municipality of West Grey Municipal Office or copies may be obtained from the property owners directly.