

Schedule "A" to Bylaw No. 60-2022

Site Plan Agreement

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

Between Aaron McKinnon

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 use of the lands for a home industry on the subject property; and

Whereas the parcel affected by this Agreement is more particularly described as being PT LOT 17, CON 4 AND 5; ARN 4205.220.0050.7300.0000; GEOGRAPHIC TOWNSHIP OF GLENELG; MUNICIPALITY OF WEST GREY; and

Whereas the Municipality of West Grey Council passed bylaw 81-2021 to permit the use of the lands for the purposes of an arts / culinary school; 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 Bylaw 81-2021 to require Site Plan control as a condition of development; and

Whereas the Owner intends to develop the lands in accordance with the Plans and Works to be Constructed described in Schedule 'B'; and

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;

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 Owner

The Owners covenant and agree as follows:

- a) The Owner is 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 Owner consents and agrees 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 Owner and from time to time, their heirs, executors, administrators, successors and assigns.
- d) The Owner shall obtain all necessary approvals from the Municipality and from Ministries and Agencies.
- e) The Owner acknowledges and agrees that the art / cooking school shall be solely located in the accessory structure on the subject lands.
- f) The Owner shall provide a minimum of eight (8) parking spaces for visitors to the art / cooking school establishment. The parking spaces shall be 2.7m x 5.5m and defined on the site plan.
- g) The Owner acknowledges and agrees that the art / cooking school will have a maximum number of 20 persons in attendance at one time.
- h) The Owner acknowledges and agrees that the art / cooking school shall employ no more than three (3) full time employees at any one time in addition to the Owner.
- i) The Owner acknowledges and agrees that an Entrance Permit may be required from the Municipality of West Grey Public Works Department.
- j) The Owner acknowledges and agrees 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.
- k) The Owner acknowledges and agrees to provide securities in the amount of \$1,500.00 as detailed below. Upon completion of the works, the Owner may apply for a reduction. However, a minimum of 10% of the securities will be held for a period of one (1) year from the date the construction is completed as a

maintenance holdback. Upon completion of the final inspection at the one (1) year period, the securities will be released.

	Estimate Cost of Works
Landscaping and parking	\$1,500.00
Total Cost Estimate	\$1,500.00

- l) Securities shall be provided in the form of Letter of Credit or cheque equal to the estimated cost of landscaping and parking associated with the art / culinary school on the subject lands.
- m) That all light standards on site direct the light downwards so as to avoid creating a nuisance to adjacent landowners and / or passing motorists.
- n) Regular refuse and recycling collection will be provided. However, should the art / cooking school exceed the collection limits for curbside collection, the owner(s) will be required to provide their own collection bin and to arrange for the disposal of said bin at the discretion of the Director of Public Works and Infrastructure.
- o) The Owner 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.
- p) The Owner acknowledges and agrees that appropriate dust control measures will be their responsibility. Regular applications of calcium will be required until final occupancy is granted by the Chief Building Official.
- q) The Owner acknowledges and agrees that the truck traffic associated with the home industry will be limited to a maximum of 1 truck per day, round trip. The Owner further acknowledges and agrees that truck traffic will be required to comply with all half load restrictions imposed by the authority having jurisdiction.
- r) The Owner acknowledges and agrees that the hours of operation associated with the home industry will be limited to 7:00am to 11:00pm, Monday to Saturday with limited overtime hours.
- s) If an adjacent landowner makes a written request to Council for the construction of a fence or landscape buffer, and Council accepts such a request or amends such a request as they see fit, the Owner will be required to construct a fence or landscape buffer to the satisfaction of the municipality. The cost thereof or the costs of maintenance and repair of such fence or fences will be the obligation of the Owner.

- t) The Owner acknowledges and agrees that the subject lands are located in a rural area where typical farm practices occur. The Owner further acknowledge that noise, dust and odour may occur as a result of typical farm practices.
- u) 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.
- v) Any changes or amendments to the Site Plan must be mutually agreed upon in writing.
- w) The Owner acknowledges and agrees that the use and development of the property shall be in accordance with the approved site plan, provided by the Owner dated March 18, 2022.
- x) The Owner 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:

- y) 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

OWNER

Per: _____
Aaron McKinnon, Owner

MORTGAGEE

Per: _____
Meridian Credit Union
Account Manager

SCHEDULE 'A'

NOTE: It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and Aaron McKinnon.

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:

460155 Road 110; CON 2 SWTSR; PT LOT 110; GEOGRAPHIC TOWNSHIP OF GLENELG, 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 Aaron McKinnon.

WORKS TO BE CONSTRUCTED

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

- The construction of an accessory structure for the purposes of an art / cooking school.
- The construction of eight (8) parking spaces.
- The placement of associated landscaping.

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.

ITEMIZED ESTIMATE OF COST OF CONSTRUCTION OF EACH PART OF THE WORKS.

The following list summarizes the cost estimate of the major works but is not necessarily inclusive:

	Estimated Cost of Works
Landscaping	\$1,500.00
Total Cost Estimate	\$1,500.00

SCHEDULE 'C'

NOTE: It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and Aaron McKinnon.

PLANS

SITE PLAN DRAWING, approved March 18th, 2022.

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