

## **Schedule "A" to Bylaw No. 61-2022**

### **Site Plan Agreement**

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

**Between     1993934 Ontario Inc.**

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 modular home park; and

Whereas the parcel affected by this Agreement is more particularly described as being CON 1 NDR; PT LOT 61 RP 17R1416; PT 1 & 2, being PIN 37219-016 (LT); and

Whereas the Municipality of West Grey Council passed by-law 37-2006 which the use of the lands for a modular home park subject to a site plan control agreement and removal of the holding provision on the subject lands; 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 By-law 34-2006 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 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 an Entrance Permit may be required from the Municipality of West Grey Public Works Department.
- f) The Owners acknowledge and agree that water servicing for the development will be a private well distribution system installed at their sole expense to the satisfaction of the Municipality.
- g) The Owners acknowledge and agree that individual on-site sewage systems will be provided for each of the sites at their sole expense to the satisfaction of the Municipality.
- h) The Owners acknowledge and agree that any expansion of the development will be subject to applicable legislation and the building code in effect at the time.
- i) The Owners acknowledge and agree that stormwater runoff on the site must be completed to ensure that the overland flow is accommodated by the stormwater management pond at their sole risk and expense and the satisfaction of the Municipal Engineer.
- j) The Owners acknowledge and agree that the maintenance of the stormwater management pond will be at their sole risk and expense.
- k) 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 thereof.

- l) All parking on the subject lands must be within the boundaries of the subject lands.
- m) Maintenance the internal road network will be at the sole expense and responsibility of the Owners.
- n) That all light standards on site direct the light downwards so as to avoid creating a nuisance to adjacent landowners and / or passing motorists.
- o) Regular refuse and recycling collection will be provided as per the Municipality's by-laws and policies in place or their successors thereof.
- p) 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.
- q) The Owners acknowledge and agree that appropriate dust control measures will be their responsibility. Regular applications of calcium will be required in the absence of a hard surface treatment.
- r) During construction, erosion and sediment controls shall meet the requirements of the most recent version of the MOE Stormwater Management Planning and Design Manual at the time of construction at the sole risk and expense of the owners.
- 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 Owners 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 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.
- u) Any changes or amendments to the Site Plan must be mutually agreed upon in writing.
- v) The Owners acknowledge and agree that the use and development of the property shall be in accordance with the approved site plan, as prepared by the Agent, and provided with the General Site Plan, Site Servicing Plan and Site Grading Plan dated January 2022.
- w) 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:

- x) 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: \_\_\_\_\_  
1993934 Ontario Inc., Owner  
I have the authority to bind the  
corporation

## **SCHEDULE 'A'**

**NOTE:** It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West Grey and 1993934 ONTARIO INC.

### **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:

193381 SIDEROAD 30; CON 1 NDR; PT LOT 61 RP 17R1416; PARTS 1 & 2;  
GEOGRAPHIC TOWNSHIP OF BENTINCK, BEING PIN 37219-0160 LT.

## **SCHEDULE 'B'**

**NOTE:** It is understood and agreed that this Schedule forms part of the Development Agreement between the Municipality of West 1993934 ONTARIO INC.

### **WORKS TO BE CONSTRUCTED**

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

- Site servicing and grading
- Installation of individual on-site septic systems
- Installation of a water distribution system
- Construction of internal roads and laneways; and
- 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 Owners 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 1993934 ONTARIO INC.

### **PLANS AND REPORTS**

1. GENERAL SITE PLAN, 01885-SP1, dated April 5, 2022, approved on May 16, 2022.
2. PRE-DEVELOPMENT DRAINAGE AREAS, 01885-SWM1, dated April 5, 2022, approved on May 16, 2022.
3. POST DEVELOPMENT DRAINAGE AREAS, 01885-SWM2, dated April 5, 2022, approved on May 16, 2022.
4. SITE SERVICING PLAN, 01885-SS1, dated April 5, 2022, approved on May 16, 2022.
5. SITE GRADING PLAN, 01885-SG1, dated April 5, 2022, approved on May 16, 2022.
6. ENGINEERING STANDARDS & MISCELLANEOUS DETAILS, 01885-DET1, dated April 5, 2022, approved on May 16, 2022.
7. FUNCTIONAL SERVICING REPORT, dated February 2022, approved on May 16, 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.