

Schedule "A" to Bylaw No. 59-2022

Site Plan Agreement

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

Between Sidney and Betzy Bauman

Hereinafter called the OWNER of the FIRST PART

And Farm Credit Canada

Hereinafter called the MORTGAGEE of the SECOND PART

The Corporation of the Municipality of West Grey

Hereinafter called the MUNICIPALITY of the THIRD 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 LOT 110, CONCESSION 2 SWTSR, except PT 1 16R7117; PT 1 16R6497 in the GEOGRAPHIC TOWNSHIP OF GLENELG; MUNICIPALITY OF WEST GREY; being PIN 37235.0550 (LT); and

Whereas the Municipality of West Grey Comprehensive Zoning By-law 37-2006 permits the use of the lands for the purposes of a home industry subject to specific conditions; 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 By-law to provide for the designation of the lands as a 'Site Plan Control Area'; 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 the home industry shall be permitted to occupy no more than 233m² of floor area;
- f) The Owners shall provide outside storage at the rear of the accessory structure, screened from view with landscaping. The home industry is required to remain secondary to the principal permitted agricultural use of the property.
- g) The Owners acknowledge and agree that the home industry shall employ no more than two (2) employees who do not reside on the lot which home industry is conducted.
- h) The Owners acknowledge and agree that an Entrance Permit may be required from the Municipality of West Grey Public Works Department.
- i) The Owners acknowledge and agree to provide securities in the amount of \$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	\$500.00 (Tree buffer for outside storage)
Total Cost Estimate	\$500.00

- j) Securities shall be provided in the form of Letter of Credit or cheque equal to the estimated cost of landscaping associated with outside storage for the home industry.
- k) That all light standards on site direct the light downwards so as to avoid creating a nuisance to adjacent landowners and / or passing motorists.
- l) Regular refuse and recycling collection will be provided. However, should the home industry 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.
- m) 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.
- n) The Owners acknowledge and agree that appropriate dust control measures will be their responsibility. Regular applications of calcium will be required.
- o) The Owners acknowledge and agree that the truck traffic associated with the home industry will be limited to a maximum of 2 trucks per day, round trip. The Owners further acknowledge and agree that truck traffic will be required to comply with all half load restrictions imposed by the authority having jurisdiction.
- p) The Owners acknowledge and agree that the hours of operation associated with the home industry will be limited to 7:00am to 6:00pm with limited overtime hours, Monday to Saturday.
- q) 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.
- r) 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.
- s) Any changes or amendments to the Site Plan must be mutually agreed upon in writing.

- t) 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 Site Plan Application on March 8, 2022.
- u) 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:

- v) 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: _____
Sidney Bauman, Owner

Per: _____
Betzy Bauman, Owner

MORTGAGEE

Per: _____
John Guichelaar,
Senior Relationship Manager
Farm Credit Canada

SCHEDULE 'A'

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

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; EXCEPT PT 1 16R7117; PT 1 16R6497 in the GEOGRAPHIC TOWNSHIP OF GLENELG, MUNICIPALITY OF WEST GREY, COUNTY OF GREY; PIN 37236.0550 (LT).

SCHEDULE 'B'

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

WORKS TO BE CONSTRUCTED

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

- The construction of a power room within the accessory structure for use for the home industry, detached dwelling unit, and livestock facility.
- The construction of an outdoor storage area, loading area and parking facilities associated with the home industry.
- The completion of general grading and landscaping as per the Site Plans dated May 17, 2022.

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	\$500.00 (tree buffer for outside storage)
Total Cost Estimate	\$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 Sidney and Betzy Bauman.

PLANS

SITE PLAN DRAWING 1, approved plan of SP03.2022, approved on May 17, 2022.

SITE PLAN DRAWING 2 – OVERALL LANDS, approved plan of SP03.2022, approved on May 17, 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.