

**The Corporation of the Township of Georgian Bluffs**

**By-Law No. 2019-128**

Being a By-law to authorize a Site Plan Agreement with 730189 Ontario Ltd. c/o Mark Berner

**Whereas** Section 41 of the *Planning Act, R.S.O. 1990, Chapter P.13* 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-law No. 20-2008 as amended by By-law 41-2009, designated the lands within the Township as a Site Plan Control area pursuant to the provisions of Section 41 of the *Planning Act, R.S.O. 1990, Chapter P.13*; and

**Whereas** the Council of the Township of Georgian Bluffs deems it expedient to enter into a Site Plan Agreement with 730189 Ontario Ltd. c/o Mark Berner;

**Now Therefore** the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:

1. That a Site Plan Agreement between 730189 Ontario Ltd. c/o Mark Berner and the Township of Georgian Bluffs for the development of the lands described as Part of Park Lot 77, Park Lot 103, Town Plot of Brooke (Sarawak); is authorized. Such agreement being attached hereto as Schedule "1" and which forms a part of this by-law.
2. That the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Georgian Bluffs.
3. That this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 20<sup>th</sup> day of November, 2019

Read a third time and finally passed this 20<sup>th</sup> day of November, 2019

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Mayor Dwight Burley

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Clerk Wendi Hunter

**Site Plan Agreement**  
**Between**  
**730189 Ontario Ltd. c/o Mark Berner**  
(Herein referred to as the Owner)

-And-

**The Corporation of the Township of Georgian Bluffs**  
(Herein referred to as the Municipality)

This Agreement made in triplicate this 20<sup>th</sup> day of November, 2019.

**Whereas** the Owner is the registered owner of the lands described in Schedule “A” attached hereto (hereinafter referred to as the “lands”.); and

**Whereas** The creation of a new residential lot has been granted conditional approval. In order to fulfil one of the conditions of Consent imposed by the Committee of Adjustment, as requested by the GSCA, the owner must sign an agreement prior to the deed being stamped stating that certain engineering requirements will be satisfied prior to a Building Permit being obtained; and

**Whereas** the *Planning Act, R.S.O. 1990, Chapter P.13* under Section 41(7)(c) enables a local municipality 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** the Municipality has enacted a By-law to provide for the designation of the subject lands as a “Site Plan Control Area”;

**Now Therefore** this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

**1. Covenants by the Owner**

The Owner covenants and agrees as follows:

- a) The Owner is the registered owner of the subject lands described herein.
- b) This Agreement may be registered against title to these lands, at the expense of the Owner, 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 agrees to pay the Municipality the cost of the Municipality’s Lawyer for all costs involved in the preparation and registering of the Development Agreement on behalf of the Municipality, and in this regard make payment to the Municipality within 30 days of receiving an invoice from the Municipality.
- e) 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 Owner further covenants and agrees 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 properties 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.

- f) That all development occurs in accordance with the relevant provisions of the Township of Georgian Bluffs Zoning By-law and all other applicable requirements of the Township.
- g) Prior to applying for a building permit:
  - a. To provide a stormwater management plan prepared by a qualified engineer to the satisfaction of the Township of Georgian Bluffs and Grey Sauble Conservation Authority. The plan is to address water quantity and quality issues and ensure that there are no negative impacts to neighbouring properties.
  - b. To provide an engineered grading and drainage site plan.
  - c. To provide an analysis of underlying soil conditions to ensure suitability of soils to accommodate proposed development or necessary mitigation measures if required.
  - d. To provide a certification from a professional engineer that the completed works, including site grading and stormwater facility, were constructed in conformity with the approved plans.

**2. Covenants by the Municipality**

The Municipality covenants and agrees as follows:

- a) 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 Owner may develop the property in accordance with this Site Plan Agreement.
- b) The Municipality may, upon application by the Owner, summarily grant minor modifications to the requirements of this Agreement provided they are made in writing by the Municipality. The determination of what constitutes a “minor modification” is the exclusive discretion of the Municipality.

**3. Binding**

This Agreement was authorized by **By-Law 2019-128**

This Agreement shall be binding upon and ensure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns and runs with the Lands.

In Witness Whereof The Parties Have Executed This Agreement.

Signed, Sealed And Delivered this 20<sup>th</sup> day of November, 2019

The Owner/Developer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
730189 Ontario Ltd. c/o Mark Berner

The Corporation of the Township of Georgian Bluffs

\_\_\_\_\_  
Mayor Dwight Burley

\_\_\_\_\_  
Clerk Wendi Hunter  
We have the authority to bind the Corporation

**Schedule “A” to the Site Plan Agreement**

**Description of Lands**

The subject lands are described as TP Brooke Pt Park Lot 77; Park St, RP 16R303, Part 2, (Sarawak), Township of Georgian Bluffs, County of Grey.

Civic Address: 327 Park Street

ARN: 4203 580 012 05800

PIN: 37042-0107