

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

BY-LAW NO. 60-2016

BEING a By-law to authorize a Site Plan Agreement with Michael Smart, James McKinnon and 1256585 Ontario Inc.

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 designated the lands within the Township as a Site Plan Control area pursuant to the provisions of Section 41 of the Planning Act;

AND WHEREAS the Council of the Township of Georgian Bluffs deems it expedient to enter into a Site Plan Agreement with Michael Smart, James McKinnon and 1256585 Ontario Inc.;

NOW THEREFORE the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:

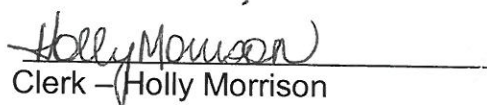
1. That a Site Plan Agreement between Michael Smart, James McKinnon and 1256585 Ontario Inc. and the Township of Georgian Bluffs for the development of the lands described as Part Lots 23, 24 and 25, Concession 15, in geographic Township of Keppel, in the Township of Georgian Bluffs, in the County of Grey, is authorized. Such agreement being attached hereto as Schedule "A" 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 1st day of June, 2016.

Read a third time and finally passed this 1st day of June, 2016.



Mayor – Alan Barfoot



Clerk – Holly Morrison

SITE PLAN AGREEMENT

THIS AGREEMENT made this 1st day of June, 2016.

BETWEEN

Michael Smart

AND

James MacKinnon McKinnon

Hereinafter known as the "Developer" of the FIRST PART

AND

1256585 Ontario Inc.

Hereinafter known as the "Roads Title Holder"

(the Developer and the Roads Title Holder collectively referred to as the "Owners")

AND The Corporation of the Township of Georgian Bluffs

Hereinafter known as the "Township"

WHEREAS the Developer is the registered Owner of the lands described in Schedule "A" attached hereto (hereinafter referred to as the "Lands");

AND WHEREAS the proposal for the development of the Lands submitted to the Township by the Developer complies with the Township Comprehensive Zoning By-law as amended, with respect to use of the subject lands;

AND WHEREAS the Roads Title Holder is the registered owner of the roads as set out in Schedule "A" (the "Roads") and agrees to have the works described herein constructed on its property and further agrees to deed rights of way for the properties as listed in Schedule "A".

AND WHEREAS the proposal for the development of the Lands and the Roads submitted to the Township by the Developer complies with the Township Comprehensive Zoning By-law as amended, with respect to use of the subject Lands and the Roads;

AND WHEREAS Section 41 of the Planning Act, R.S.O. 1990, Chapter P. 13 as amended, enables 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 designated as Site Plan Control Areas;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the sum of one dollar (\$1.00), the Developer and the Roads Title Holder hereby covenants and agrees with the Township as follows:

- a) That the Lands and Roads to which this Agreement applies are described in Schedule 'A' to this Agreement.

- b) That the Owners authorizes the Township to have this Agreement registered on title to the Lands and Roads.
- c) To provide all Plans described in Schedule 'B' to this Agreement (the "Plans") to the satisfaction of the Township in its sole discretion, and in hard copy and digital format as required to support this Agreement, and lodge them with the Clerk prior to passing of the implementing By-law.
- d) To ensure that the Lands are developed for the use as shown on the Plans.
- e) To ensure that the Lands are maintained in compliance with the Plans or municipally-approved amendments.
- f) To have all plans and specifications for the Works (as defined below in paragraph 2.2) approved by the Township and any other authority as required and copies of said approvals shall be provided to the Township where the Township is not directly involved in the approval process.
- g) To deliver to the Township a deposit of \$5,000 to the Township at the time of registration of this Agreement. The security shall be delivered in the form of cash or letter of credit from a chartered bank, to cover the Township's costs for legal, engineering and administrative expenses related to this Agreement.

1. COVENANTS

- 1.1. The Owners consent to the registration of this Agreement against title to the Lands and Roads and acknowledge that the required Works and the maintenance thereof shall be a continuing obligation for future owners, heirs and successors in title until this agreement indicates otherwise.
- 1.2. The Owners agrees that all the facilities, actions and matters required by this Agreement shall be provided and maintained at their sole risk and expense and to the satisfaction of the Township. More specifically, the lots in the second phase will be under a holding provision until the Owners complete the works as set out herein.
- 1.3. The Owners covenant and agrees to maintain Spencer Avenue on a year round basis to allow unfettered access to emergency vehicles. Should the Roads not be maintained and any Township vehicles incur damages as a result of failure to maintain Spencer Avenue, the Owners, jointly and severally, agree to fully indemnify and reimburse the Township for the costs of the repairs to or replacement of the Township vehicles. Furthermore, the Owners, jointly and severally agree to indemnify and save the Township harmless from and against actions, causes of action, demands, costs, damages, expenses or losses, directly or indirectly arising from the Developer and/or the Roads Title Holder failing to maintain Spencer Avenue to a standard sufficient to allow unfettered access to emergency vehicles.
- 1.4. The Owners covenants and agree not to call into question, directly or indirectly, or to oppose any proceedings whatsoever whether in law or in equity or before any administrative tribunal, governmental authority or board or court, the right of the Township to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement and condition contained herein, and the Owners further covenant and agree that the provisions of this clause may be pleaded by the Township as an estoppel against the Owners or their successors and assigns in any such proceedings.

1.5. The Owners, on behalf of themselves, their successors and assigns, agrees to indemnify and save the Township harmless from and against actions, cause of action, suits, interest, demands, costs, damages, expenses or losses, directly or indirectly arising from anything done or required to be done by the Owners or any of the Owner's servants, contractors or agents in connection with its performance under this Agreement.

1.6. The Owners will maintain Big Rock Road, Alice Street, Spencer Avenue and the waterfront lot (SWIM) as set out herein within two years of the works being completed or less should the parties so agree. The Municipality will assume Big Rock Road, Alice Street, Spencer Avenue, Colin Drive and Francis Drive two years after work is complete as set out in f) above and in 6.2.2.1. The Owners will then transfer the waterfront lot with the SWIM works to the Municipality.

2. DEFINITIONS

2.1. 'SITE PLAN' or 'SITE PLAN AGREEMENT' or any derivative of this term, refers to items as set out in Section 41 of the Planning Act, R.S. O. 1990, Chapter P 13, as amended.

2.2. 'WORKS' shall be defined as any construction on the Lands or the Roads, whether physical reconstruction of the Lands or the Roads, facility installation, such as surface water management and drainage features, entrances (ingress/egress), parking, storage facilities, connection of water service and transmission lines, or building and structural construction, which must be provided, constructed or maintained by the Developer pursuant to this Agreement.

3. OWNER'S EXPENSE

Every provision of this Agreement by which the Owners are obliged in any way shall be deemed to include the words, "at the expense of the Owners" unless specifically stated otherwise.

4. ACCESSIBILITY

Pursuant to the Township Accessibility Plan, detailed site plans submitted as part of building approval shall show how accessibility has been achieved.

5. SCHEDULES

All Schedules attached hereto, or referred to in this Agreement, shall form part of this Agreement, shall be signed by the Owners and considered legal documents part of this Agreement and binding upon the Owners. The Schedules are as follows, and all plans related to the Works shall be lodged with the Township:

Schedule 'A' - Legal Description of the Lands and the Roads

Schedule 'B' - Approved Plans

Schedule 'C' – Phase One Development – Special Provisions

Schedule 'D' – Phase Two Development – Special Provisions

6. THE WORKS

6.1. Approvals Phase

6.1.1. Approval Authorities

Any approvals from other approval authorities ("Approval Authorities") which may be required in relation to the Works shall be obtained by the Owners. Written confirmation from the Approval Authorities shall be provided to the Township indicating that the requirements of the Approval Authorities have been met prior to the Township issuing final acceptance under this Agreement.

Prior to undertaking the Works, the Developer shall, if applicable acquire the necessary approvals from the appropriate Approval Authority and provide the Township with a copy, including but not limited to:

- a building permit;
- sewage treatment system permit;
- all required Gray Sauble Conservation Authority permits;
- any required Ministry of Natural Resources and /or Federal Department of Fisheries and Oceans permits.

6.1.2. On-Site Utilities

It is understood and agreed that it is the Owner's responsibility for the lots owned by the Owners only to arrange with the Township, Public Utilities, Telephone Service supplier and any other appropriate authority for the approvals and installation of such on-site services as may be required. Copies of all approvals shall be provided to the Township. It is the Owners sole responsibility to satisfy and or pay for the necessary approvals and works required by these service providers.

6.1.3. Building Permits

Prior to the sale of the lot and/or the issuance of building permits, the Developer shall:

- 6.1.3.1.1. Have complied with all the requirements of this Agreement and all applicable laws;
- 6.1.3.1.2. Pay, in full, outstanding taxes, if applicable.
- 6.1.3.1.3. Immediately following registration of this Agreement and prior to the issuance of building permits ensure that the Roads Title Holder has posted 1.2m x 1.8m signs with 100mm lettering at the entrance to Big Rock Road, reading as follows:
"PRIVATE ROAD. ROAD NOT ASSUMED OR MAINTAINED BY THE TOWNSHIP OF GEORGIAN BLUFFS."
- 6.1.3.1.4. Submit the building permit application accompanied by a site plan which confirms compliance with all applicable laws;
- 6.1.3.1.5. Submit a site grading and elevation plan that shows sufficient detail to prove that the development will conform to the drainage scheme; and
- 6.1.3.1.6. Pay the Grading Deposit of \$1000.00 per lot at the same time that the building permit is applied for.

6.2. Development Phase

6.2.1. During construction the Developer shall:

- 6.2.1.1. ensure all plans and approvals are adhered to,
- 6.2.1.2. ensure the Works do not negatively affect abutting property owners; and
- 6.2.1.3. ensure that the appropriate inspections have been completed.

6.2.2. Road Construction and Upgrades

- 6.2.2.1. The Owners will provide A gravel and level Big Rock Road and Alice Street to maintain the present 5 meter width, to the same standard as agreed to for Spencer Avenue and remove the big rock from the travelled roadway.
- 6.2.2.2. The Owners assure that the roads are entirely on the road allowance.
- 6.2.2.3. The Owners acknowledge that the Township will assume the roads, as set out in this agreement elsewhere, and may be responsible for the maintenance or snowplowing of the Roads. The Developer hereby covenants and agrees with the Township that it shall not sell or convey

the Lands or any part thereof unless the following clause is included in the Agreement of Purchase and Sale for such property:

"The purchaser under this Agreement of Purchase and Sale hereby acknowledges that access to the property being sold is over a private road network and such roads will not be assumed or maintained by The Corporation of the Township of Georgian Bluffs."

6.2.3. Requirements for Building Permits

6.2.3.1. The approval of the Plans by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the individual building lots.

6.2.3.2. No building permits will be issued until:

6.2.3.2.1. Plans submitted show that all proposed development is in conformity with the building envelopes established for the respective lot.

6.2.3.2.2. A certificate has been given by the Developer's Consulting Engineer that the building to be erected on any building lot is in conformity with the overall stormwater and grading and drainage plan or has received the approval of the Township with respect to any variance to the grading plan; and

6.2.3.2.3. All other financial requirements outlined in this Agreement or in any related agreement to the date of application for the permit have been fulfilled.

6.2.4. Requirements for Occupancy

No buildings erected on any building lot shall be occupied until a Certificate of Occupancy has been issued by the Township and this Certificate will not be issued until:

6.2.4.1. The unit has been identified with the street number, either with the 911 sign or other agreed standard.

6.2.4.2. All work required by the Ontario Building Code for occupancy have been completed.

6.2.5. Requirements for Final Inspection

1.1.1.1. A certificate has been given by the Developer's consulting engineer that the building constructed and the final grading of the lot or block is in conformity with the overall storm water and or grading and drainage plan or such variance there from has been approved by the Township.

6.2.6. In the case of lots built-on by a third Party, the Township shall require a similar certificate as required under Section 6.2.3.2.2 and 6.2.5.1, but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer. If the Township has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.

6.2.7. It is agreed that a copy of this Agreement shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the Lands.

1.1.2. Lighting/Signage

1.1.2.1. All lighting shall be directed away from any abutting street and or properties, so as not to cause annoyance from direct or indirect glare,

during and after construction. All lighting shall be 'dark sky friendly' compliant.

1.1.2.2. The Roads Title Holder shall post 'No Parking' signs throughout the Roads in numbers and at locations satisfactory to the Township to ensure full access for emergency vehicles. 'Stop' signs shall be posted on Big Rock Road where it intersects Francis Drive, Spencer Avenue where it intersects Big Rock Road.

1.1.2.3. The Township recommends that the Developer post community safety signs including caution signs for pedestrians and speed limit signs.

1.1.2.4. The Developer shall post a sign at the entrance to Big Rock Road stating, "PRIVATE ROAD. ROAD NOT ASSUMED OR MAINTAINED BY THE TOWNSHIP OF GEORGIAN BLUFFS"

1.1.3. Noise/Dust/Sediment

During the construction phase of the development the Owners shall minimize the impact of noise, sedimentation and dust. Procedures and processes in work activity shall be implemented to suppress dust in the air or sedimentation of material from the Lands and Roads to avoid detrimental impact upon abutting properties, sensitive areas and/or surface/storm water management features.

1.2. Inspection and Approval

It shall be the responsibility of the Owners and its Engineers to provide adequate supervision to ensure and to certify that the Works contemplated by the Agreement and the Plan are installed in a good and workmanlike manner. The Township, or its agents, shall have the right at any time and at all times to enter onto the property to inspect the Works.

The Developer shall notify the Township in writing when the Works are completed and provide the Township with 'as-built' drawings, certified by a Professional Engineer (P. Eng).

Occupancy shall be conditional upon 'as-built' drawings being accepted by the Township, and conformity of the Works with the requirement of the Building Code.

1.3. Maintenance

All Works, once constructed or provided in accordance with the requirements of this Agreement, shall be properly maintained by the Owners, in a good and serviceable repair as required to the satisfaction of the Township. Maintenance shall be deemed to include maintaining the vegetative buffers, drains/culvert and/or storm water facility and ingress and egress routes.

Maintenance also includes maintaining the Road Network by clearing the tree canopy, removing trees within the roadway as required, clearing snow, filling potholes and addressing any drainage issues to allow emergency vehicles unfettered year-round access.

Any sewage treatment works shall be and remain a private system, maintained to Provincial standards by the Developer or subsequent property owner, and approved by the appropriate approval authority.

2. AMENDMENTS

The Developer agrees that no development, redevelopment or Works shall be undertaken other than in conformity with this Agreement and that this Agreement pertains to a residential use of the Lands. Any change in use or any development, redevelopment or Works not expressly provided for under this Agreement, shall

require an amendment to this Agreement and/or a new Agreement between the Parties.

The Township may, upon application by the Developer, summarily grant minor modifications to the requirements of this Agreement provided that the request and supporting information is made in writing and the Township responds in writing. The determination of what constitutes a "minor modification" is solely at the discretion of the Township.

3. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and may be served either personally, by prepaid courier service, or by mailing such notice by registered mail postage prepaid, or by fax.

Township of Georgian Bluffs
Attention: Clerk
177964 Grey Road 18
R.R. #3,
Owen Sound, Ontario
N4K 5N5

James MacKinnon
Box 379
Komoka, ON
N0H1P0

Michael Smart
318759 Grey Road1
Owen Sound, ON
N4K 5N4

1256585 Ontario Inc.
c/o Margo Smart
318759 Grey Road 1
Owen Sound, ON
N4K 5N4

4. BINDING

This Agreement was authorized by **BY-LAW 60-2016**

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 1st day of June, 2016.

1256585 Ontario Inc.


Name: Michael Smart

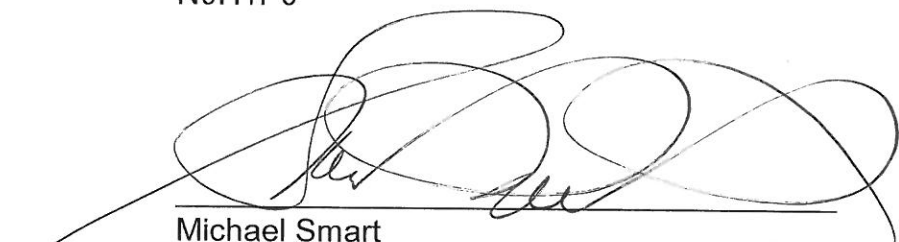
Title: President

I have the authority to bind the Corporation.

Address for Service:
318759 Grey Road 1
Owen Sound, ON
N4K 5N4

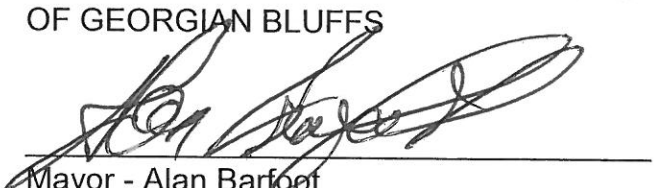

James McKinnon

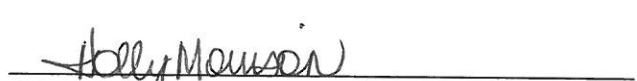
Address for Service:
Box 379
Komoka, ON
N0H1P0


Michael Smart

Address for Service:
318759 Grey Road1
Owen Sound, ON
N4K 5N4

THE CORPORATION OF THE TOWNSHIP
OF GEORGIAN BLUFFS


Mayor - Alan Barfoot


CAO/Clerk Holly Morrison

We have the authority to bind the Corporation.

SCHEDULE 'A'**LEGAL DESCRIPTION OF THE LANDS**

Part of Lots 23, 24 and 25, Concession 15, in the Geographic Township of Keppel, in the Township of Georgian Bluffs, in the County of Grey.

More specifically identified as:

Lot Number per By-law 35-2015	Assessment Roll Number	Legal Description	Civic Address
1	42-03-620-004-22920	Concession 15, Part Lot 24, 16R328, Part 2 Tog with R.O.W.	Spencer Avenue
2	42-03-620-004-22940	Concession 15, Part Lot 24, PCL 40, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
3	42-03-620-004-22939	Concession 15, Part Lot 24, PCL 39, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
4	42-03-620-004-22938	Concession 15, Part Lot 24, PCL 38, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
5	42-03-620-004-22924	Concession 15, Part Lot 24, Part 1, ROW	Alice Street
6	42-03-620-004-22926	Concession 15, Part Lot 23 to Part Lot 24 PCL, ROW	Spencer Avenue
7	42-03-620-004-22930	Concession 15, Part Lot 24, RP16R723, Parts 2 & 3	Alice Street
8	42-03-620-004-22937	Concession 15, Part Lot 24, PCL 37, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
9	42-03-620-004-22936	Concession 15, Part Lot 24, PCL 36, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
10	42-03-620-004-22935	Concession 15, Part Lot 24, PCL 35, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
11	42-03-620-004-22934	Concession 15, Part Lot 24, PCL 34, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
12	42-03-620-004-22933	Concession 15, Part Lot 24, PCL 33, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
13	42-03-620-004-22932	Concession 15, Part Lot 24, PCL 32, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
14	42-03-620-004-22931	Concession 15, Part Lot 24, PCL 31, RP16R723, Parts 2 & 3 ROW	Spencer Avenue
15	42-03-620-004-22901	Concession 15, Part Lot 24, Survey PCL, 1 ROW, Part 3	Alice Street
16	42-03-620-004-22902	Concession 15, Part Lot 24, Survey PCL, 2 ROW, Part 3	Alice Street

17	42-03-620-004-22904	Concession 15, Part Lot 24, Survey PCL, 4 ROW, 16R328,Part 1	Alice Street
Roads	42-03-620-004-22963	Concession 15, Part Lot 23, RP 16R328,Part 1, ROW	Francis Drive
Roads		Pt Lot 25, Concession 15, Pt 2, 16R-451	Big Rock Road

ROADS

- All of Francis Drive, Part Lot 23, Concession 15
- All of Spencer Drive, Part Lots 23 and 24, Concession 15
- All of Alice Street, Part Lots 23 and 24, Concession 15
- All of Big Rock Road, Part of Lots 23, 24 & 25, Concession 15
- All of Colin Drive , Part Lots 23 and 24, Concession 15

SCHEDULE 'B'

APPROVED PLANS

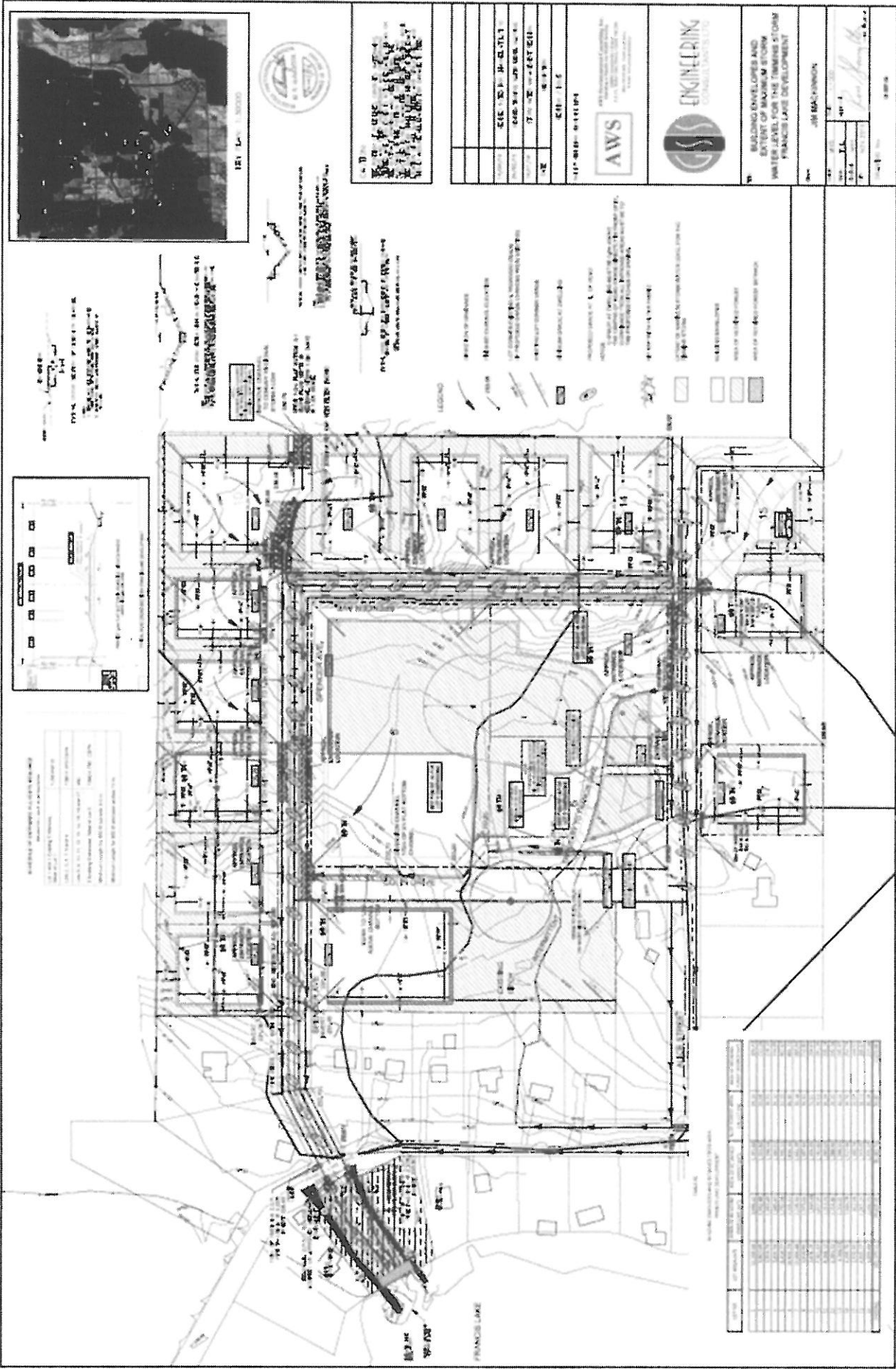
Approved plans lodged with the Township in hard and digital format (pdf):

- Site Servicing Report: Francis Lake Development. Prepared by: GSS Engineering Consultants Ltd., Project No. 13-007. June, 2014.
- Site Servicing Report: Francis Lake Development. Addendum Report. Prepared by: GSS Engineering Consultants Ltd., Ross Slaughter, P.Eng. Project No. 13-007. November 17, 2014.
- Stormwater Management Lot and Drainage Plan Francis Lake Development
- Natural Heritage Environmental Impact Study. MacKinnon-Smart: Francis Lake Development. Prepared by: Aquatic and Wildlife Services (AWS) Environmental Consulting. June 2014.
- Tree Retention Plan and Building Envelopes...
- Stage 1-2 Archaeological Assessment of Big Rock Road. Prepared by: AMICK Consultants Limited., Kayleigh MacKinnon, MSc. Project No. 13170-K. March 21, 2014

SCHEDULE 'C'

PHASE ONE DEVELOPMENT - SPECIAL PROVISIONS

- Site Plan: Grading, Drainage, Servicing and Building Envelopes; Drawing No.: 13-007-03, C-02; dated November, 2014; June 1, 2016. Stamped by G.S.S. Engineering Consultants, P. Eng.



SCHEDULE 'D'

PHASE TWO DEVELOPMENT - SPECIAL PROVISIONS

The Owners will install and level A gravel on Big Rock Road and Alice Street, and remove the big rock.