

The Corporation of the Township Of Georgian Bluffs

By-Law No. 2019-127

Being a By-law to authorize a Site Plan Agreement with Johannes Bakker

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 Johannes Bakker.

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

1. That a Site Plan Agreement between Johannes Bakker and the Township of Georgian Bluffs for the development of the lands described as Con 1 NCD, Pt Lot 5, RP 16R4809, Part 3; 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 20th day of November, 2019.

Read a third time and finally passed this 20th day of November, 2019.

Mayor Dwight Burley

Clerk Wendi Hunter

Site Plan Agreement

Between

Johannes Bakker

(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 20th 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 provisional consent to sever the lands was recently granted by the Township of Georgian Bluffs conditional upon the owner entering into a Site Plan Agreement; and

Whereas the Planning Act 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) That all development and site alteration occur only within the area of the subject property shown as “Development Envelope” on Schedule B to this By-law.
- e) That no development or site alteration occur outside of Option A or Option B of the Development Envelopes.
- f) That no development or site alterations occur within the area of the subject property shown as “Buffer Zone” on Schedule B to this By-law.
- g) That all development occurs in accordance with Mitigation Measures 16.1, 16.2 and 16.3 of the Natural Heritage Impact Study prepared by AWS Environmental Consulting Inc. dated December , 2018.
- h) 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.
- h) 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.

- i) 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.

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 2019-127**

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 20th day of November, 2019

The Owner/Developer

Witness

Johannes Bakker

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 Con 1 NCD, Pt Lot 5, RP 16R4809, Part 3.

Civic Address: Unassigned – Girl Guide Road

ARN: 4203 620 002 20630

PIN: 37035 - 0186

Schedule “B” to the Site Plan Agreement

Development Envelope

