The Corporation of the Town of South Bruce Peninsula

By-Law Number 80-2013

A By-Law to Authorize the Mayor and Clerk to Sign a Site Plan Control Agreement with Margaret and Marvin Higgins (PtLt 17 Con 2 Amabel as in R368428, t/w R368428: South Bruce Peninsula, PIN 33160-0354 (LT))

Whereas Section 41 of the Planning Act RSO 1990 provides and authorizes site plan control agreements;

And whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas Margaret Higgins and Marvin Higgins are the owners of PtLt 17 Con 2 Amabel as in R368428, t/w R368428: South Bruce Peninsula and described in PIN 33160-0354 (LT) and also known as 64 Golf Course Road;

And whereas Margaret Higgins and Marvin Higgins are desirous of developing lands which do not front on highway which is publicly maintained on a year round basis and as such, must enter into a Site Plan Control Agreement with the Town.

Now therefore the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign a Site Plan Agreement with Margaret Higgins and Marvin Higgins, owners of PtLt 17 Con 2 Amabel as in R368428, t/w R368428: South Bruce Peninsula and described in PIN 33160-0354 (LT)

2. That the Site Plan Control Agreement referred to herein shall be attached hereto and form part of this by-law.

Read a first and second time this 6th day of August, 2013.

[Signatures]

Read a third time and finally passed this 6th day of August, 2013.

[Signatures]
Site Plan Agreement

Between: Margaret Joanne Higgins
         Marvin Bruce Higgins
         Hereinafter called the
         "Owner" of the first part

And:     The Corporation of the
         Town of South Bruce Peninsula
         Hereinafter called the
         "Corporation" of the second part

Whereas the Corporation has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990;

And whereas the Owner represents and warrants that he intends to develop lands described in Schedule A (hereinafter called the "said lands");

And whereas subsection (7)(c) of the said Section 41 authorizes the Corporation to require the Owner of the said lands to enter into an agreement with the Corporation dealing with the provision and approval of the plans referred to in subsection 4 of the said Section 41;

And whereas the owner enjoys an access to the subject lands for all purposes included amongst which is ingress;

And whereas the aforesaid access is not a year round maintained road allowance forming part of the assumed municipal road system of the Corporation and as such the development of the subject lands would be contrary to the provisions of zoning by-laws and the official plan of the Corporation and the Bruce County Official Plan;

And whereas the Corporation is prepared to issue a building permit for the subject lands as aforesaid provided that the owner first enters into an agreement acknowledging that there are only limited municipal services provided to the lands using the above mentioned access, and agreeing not to demand municipal services or access improvements from the Corporation because of the access route chosen by the owner;

And whereas the Planning Act establishes that site plan control agreements are binding upon the respective, successors and assigns of the parties hereto;

Now therefore this agreement witnesseth that the parties hereto agree as follows:

i. a) The owner acknowledges that he/she has chosen to access the land by way of an access without municipal maintenance which access is indicated on Schedule A hereto.

b) The owner acknowledges that the said access is not maintained on a year round basis.
c) The owner covenants and agrees that no demand will be made upon the Corporation for the provisions of access to the lands either by way of improved maintenance of the existing access or by way of the establishment of another road.

d) The owner acknowledges that he/she is totally responsible for obtaining maintenance on the access which provides access to the subject lands.

e) The owner covenants and agrees he/she will not make improvements or changes to any property access owned by the Corporation without first obtaining the consent of the Corporation in writing.

ii. The owner hereby acknowledges that the subject lands do not presently receive any direct municipal road maintenance services whatsoever beyond the point of the closest existing assumed municipal road.

iii. The owner hereby acknowledges and agrees that he/she will be responsible for the making of a private agreement for the pickup and disposal of all garbage arising from the use, enjoyment and any proposed development of the subject lands. The Corporation will pick up garbage if the owner delivers it to a site approved by the Corporation, on an existing Municipal garbage pick up route.

iv. The owner hereby agrees not to make any demands at any time upon the Corporation for any municipal services of whatever nature and kind. Municipal services include but are not limited to garbage collection, drainage works, road maintenance, snow clearance, street lighting, sidewalk, curbs, gutters, tree planting or any other service.

Notes for fire protection:

Appendix ‘B’ to By-Law number 132-2009 as amended from time to time

Fire Protection Services shall include the following:

- Fire Prevention
- Fire Safety Education
- Fire Suppression
- Fire Rescue
- Fire Department Communications
- Motor Vehicle Collision
- Rescue/Extrication
- First Aid
- Defibrillation
- Hazardous Materials Response, (Awareness Level)
- Shore Based Water Rescue

NOTE:
Fire protection services to those properties accessed via private roads, private lanes or private driveways are subject to the following limitations:
1. Emergency response to properties accessed via private roads, private laneways or private driveways may be limited by the condition of such road, lane or driveway. Response times may vary due to the condition of the private road, private laneway or private driveway.

Disclaimer: Clause 2 and Clause 3 may not apply to all properties.

2. Fire protection services will not be performed on islands.

3. The property municipally known as 1364 Sunset Drive is hereby exempt from clause 2 above.

v. a) The owner acknowledges that this agreement is designed to permit the Corporation to determine the future provisions of municipal services to various parts of the Corporation and to discourage haphazard development or developments which make the provisions of municipal services difficult and costly.

b) The owner further acknowledges and agrees that no minor variance, zoning amendment or building permit shall be issued to the owner until this agreement has been signed by the owner, and registered on the title of the lands by the Corporation.

c) The owner acknowledges that the completion of this agreement shall in no way guarantee a building permit from the Corporation and acknowledges that an application for a permit must comply with the Building Code Act, the Building Code and all other applicable laws.

vi. This site plan agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

vii. The owner covenants and agrees to inform all potential purchasers or other persons acquiring the land of the existence of this agreement and agrees to use his/her best efforts to obtain from such persons an acknowledgment in writing that they are aware of and bound by the terms of this agreement.

2. The Owner hereby acknowledges and agrees that:

a) Pursuant to subsection (10) of Section 41 of the Planning Act, 1983, this agreement shall be registered by the solicitor for the Corporation, prior to the issuance of a building permit, and further that the costs of registration of the agreement shall be born by the owner, with any and all fees to be paid prior to the issuance of a building permit. The Corporation is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the Registry Act and the Lands Titles Act, any and all subsequent owners of the land.

3. This agreement may be amended at any time with the consent, in writing, of the Corporation
and the registered Owner of the said lands at the time of such amendment.

In witness whereof the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL)

The Corporation of the
Town of South Bruce Peninsula

(SEAL)

Owner

Owner

Owner

Owner
Subject Lands

Pt Lt 17 Con 2 Amabel as in R368428, t/w R368428: South Bruce Peninsula