The Corporation of the Town of South Bruce Peninsula

By-Law Number 91-2014

A By-Law to Authorize the Mayor and Clerk to Sign a Site Plan Control Agreement with Dennis and Marie Brubacher (Con 1 Pt Lot 18 N Pt Lot H, PIN 33160-0380 (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 Dennis and Marie Brubacher are the owners of Con 1 Pt Lot 18 N Pt Lot H, PIN 33160-0380 (LT);

And whereas Dennis and Marie Brubacher are desirous of developing lands which do not front on a 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 Dennis and Marie Brubacher owners of Con 1 Pt Lot 18, Pt Lot H, PIN 33160-0380 (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 16th day of September, 2014.

[Signatures of Mayor and Clerk]

Read a third time and finally passed this 16th day of September, 2014.

[Signatures of Mayor and Clerk]
Site Plan Agreement

Between

Dennis Brubacher and Marie Brubacher,
hereinafter referred to as the "Owner" of the first part

And

The Corporation of the Town of South Bruce Peninsula,
hereinafter referred to as the "Corporation" of the second part

Whereas pursuant to the Planning Act, RSO 1990, c P.13, Section 41 the Corporation has enacted a Site Plan Control Area By-Law;

And whereas the Planning Act, RSO 1990, c P. 13 Section 41(10) establishes that agreements are binding upon the respective, successors and assigns of the parties to an agreement and the agreement may be registered on title;

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

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-Law 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.

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

1. **No Demand for Services – Access**

1.1 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.

1.2 The Owner acknowledges that the said access is not maintained by the Corporation on a year round basis.
1.3 The Owner covenants and agrees that no demand will be made upon the Corporation for the provisions of access to the lands.

1.4 The Owner covenants and agrees that the Corporation will not provide maintenance of the existing access or establish another means of access for the use of the Owner.

1.5 The Owner acknowledges that the Owner is wholly and totally responsible and liable for obtaining maintenance on the access which provides access to the subject lands.

1.6 The Owner covenants and agrees the Owner will not make improvements or changes to any property being used as an access which is owned by the Corporation without first obtaining the express consent of the Corporation in writing.

2. No Demand for Services—Public Works

2.1 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 drainage works, road maintenance, snow clearance, street lighting, sidewalk, curbs, gutters, tree planting or any other service.

2.2 The Owner hereby acknowledges and agrees that the Owner 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 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.

3. No Demand for Services—Fire Protection

3.1 As may be approved by by-law from time to time, Fire Protection Services may 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
3.2 Fire protection services to those properties accessed via private roads, private lanes, private driveways, unassumed road allowances or seasonal maintenance road allowances are subject to the following limitations:

3.2.1 Emergency response to properties may be limited by the condition of the road, lane, allowance, driveway or access. Response times may vary due to access conditions.

3.2.2 Fire protection services will not be performed on islands unless the island is deemed by the Corporation to have access.


4.1 The Owner acknowledges and agrees that this agreement will be registered on the title of the Lands.

4.2 The Owner acknowledges that the execution 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.

4.3 This agreement shall enure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto.

4.4 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 the Owner's best efforts to obtain from such persons an acknowledgment in writing that they are aware of and bound by the terms of this agreement.

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

The Corporation of the
Town of South Bruce Peninsula

[Signatures]

We have the authority to bind the Corporation.
Dennis Brubacher and
Marie Brubacher

Dennis Brubacher

Marie Brubacher
Schedule “A”

Subject Lands

Con 1 Pt Lot 18 N Pt Lot H, Town of South Bruce Peninsula, County of Bruce PIN 33160-0380 (LT)

Known as 24 Sunny Crescent

Access to subject lands by way of Sunny Crescent