

The Corporation of the Township of Wollaston
By-Law No. 09-15

Being a By-Law to enter into a Site Plan Agreement

WHEREAS Section 41 (3) of the Planning Act provides that a municipality may designate a site plan control area by reference to one or more land use designations contained in a by-law passed under Section 34;


AND WHEREAS the Corporation of the Township of Wollaston has designated the subject lands as an area of site plan control pursuant to the Township of Wollaston's by-law 32-10;

AND WHEREAS Section 41 of the Planning Act, subsection 7 (c) states that as a condition of approval of the site plan a municipality may require the owner of the land to enter into one or more agreements with the municipality dealing with and ensuring the provision of any or all of the facilities, works or matters mentioned and the maintenance thereof;

NOW THEREFORE the Council of the Township of Wollaston ENACTS AS FOLLOWS;

1. THAT the lands affected by this Agreement is Part Lot 13 and Part Lot 14, Concession 6 being known as 563 The Ridge Road, Wollaston Township.
2. THAT the subject lands have been or will be developed in accordance with the Site Plan included in the Site Plan Control Agreement attached hereto as Schedule "A".
3. THAT the Reeve and Clerk be authorized and directed on behalf of the Township of Wollaston to execute the Site Plan Control Agreement entered into between this Municipality and the Owners of the Bear Ridge Campground.
4. THAT the Reeve and Clerk are hereby authorized on behalf of the Township of Wollaston to execute the documentation required to register the above noted By-Law and Agreement on the title to the above described lands, if required.

Passed this 28th day of April, 2015.



Graham Blair, Reeve



Verna Brundage, Treasurer/Deputy Clerk

SCHEDULE "A"

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT dated as of the 28th day of April, 2015

BETWEEN:

JASON MORRISON AND TRACI MORRISON,

Hereinafter called the "Owners"

And

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON,

Hereinafter called the "Municipality"

(Collectively referred to as the "parties")

OF THE FIRST PART;

OF THE SECOND PART;

WHEREAS the Owner is the registered owner of Part Lot 13 and Part Lot 14, Concession 6, in the Geographic Township of Wollaston described as:

563 The Ridge Road, 1254-000-015-23000 being PIN 40120-0078 T/W 1254-000-015-23300 being PIN 40120-0074 and T/W 1254-000-015-23510 being PIN 40120-0073 (hereinafter referred to as the "Property");

AND WHEREAS the Municipality, pursuant to Section 41 of the Planning Act, as amended, and pursuant to the Township of Wollaston's By-Law 32-10 designated the Property as an area of Site Plan Control;

AND WHEREAS the Owner propose to develop the property in accordance with the Site Plan attached hereto as Schedule "B" (hereinafter referred to as the "Site Plan").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of \$1.00 now paid by the Owner to the Municipality, and in consideration of the approval by the Municipality of the Site Plan and the rezoning of the property to Recreational Resort Commercial Special-2 (RRC-2) in accordance with the Site Plan, the Owner hereby agrees as follows:

That the parties agree that the land affected by this Agreement is the property described herein.

That Jason and Traci Morrison are the registered owners of the property known as Bear Ridge Campground and shall, at the time of execution of this agreement, agree to:

1. Construct all buildings and facilities in accordance with all provisions of the Municipal Zoning By-Law including but not limited to By-Law 10-15 and applicable Building Code requirements.
2. Establish and maintain an Emergency Exit driveway as indicated on the Site Plan.
3. Establish additional recreational facilities including horseshoe, volleyball and walking trails.
4. Maintain the required landscaped buffer along all property lines. Erect signage other indicators to clearly mark the northern boundary of the property.
5. The property shall be kept tidy and free from debris.
6. Review this Site Plan Agreement with the Municipality within 60 days after being given written notice by the Municipality to do so.
7. Terminate this Agreement should the Municipality request termination in writing.
8. The Owner consents to the registration of this Agreement by the Municipality at the expense of the Owner of the property, if required by the Municipality.

9. The owner shall advise any prospective purchaser or transferee of the Property of the existence of this Agreement. The owner agrees that any Agreement of Purchase and Sale or Transfer agreement with respect to the property shall include the following clause: "This property is subject to the terms of an Agreement with the Corporation of the Township of Wollaston (registered an Instrument Number _____) which pertains to a Site Plan Control Agreement".

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

The word "Owner" where used in this Agreement, besides its accepted meaning shall mean and include an individual, association, a partnership or incorporated company, and wherever the singular is used it shall be construed as including plural.

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the property and shall be binding upon the Owner's respective heirs, executors, administrators, successors and assigns, as the owners and occupiers of the property from time to time and shall be appurtenant to the adjoining highways in the ownership of the Municipality; and this Agreement shall enure to the benefit of the Municipality and its successors and assigns.

This Agreement shall be read with all changes in grammar, plurality and gender as may be required by the context, and if there is more than one owner, the covenants of the owners shall be joint and several.

This Agreement shall be construed according to the laws of the Province of Ontario.

Should any provision of this Agreement be found to be invalid by a Court of competent jurisdiction, such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the date first above written.

BEAR RIDGE CAMPGROUND

Per:


Per: _____

Jason Morrison, Owner

Traci Morrison, Owner

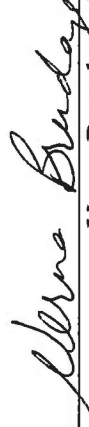
THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON

Per:



Graham Blair, Reeve

Per:



Verna Brundage, Deputy Clerk