

The Corporation of the Town of Essex

By-Law Number 2009

Being a By-Law to enter into a Site Plan Control Agreement between:

The Corporation of the Town of Essex and

Lorne McKim

Whereas pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto, Lorne McKim is desirous of utilizing an existing dwelling to accommodate the housing of farm help at the property municipally known as 3900 North Malden Road and legally described as PT LT 16 CON 13 COLCHESTER AS IN R741683; ESSEX and as such is required to enter into a Site Plan Control Agreement with the Town of Essex;

And Whereas the subject lands are designated as a site plan control area pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto;

And Whereas pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto, municipalities may enter into such agreements;

Now therefore be it resolved that the Council of the Town of Essex enacts as follows:

That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to Schedule 1 attached hereto and forming part of this Bylaw, for the purpose of executing the Site Plan Control Agreement.

Read a first, a second and a third time and finally passed on April 19, 2021.

Mayor

Clerk

Schedule 1

The Corporation of the Town of Essex

Site Plan Control Agreement

This agreement made in triplicate, on April 19, 2021

Between:

Lorne McKim

hereinafter called

The Owner of the First Part

And

The Corporation of the Town of Essex

hereinafter called

The Corporation of the Second Part

Whereas an application has been made by the Owner for approval of a development within the limits of the Town of Essex which lands are more particularly described as PT LT 16 CON 13 COLCHESTER AS IN R741683; ESSEX;

And Whereas the proposed development is in accordance with the Official Plan of the Corporation as amended from time to time;

And Whereas the Corporation has enacted by-laws being by-laws designating the said lands as a site plan control area, pursuant to Section 41(2) of the Planning Act, R.S.O. 1990, as amended;

And Whereas where site plan control is in effect, Section 41 of the Planning Act, R.S.O. 1990, as amended requires the approval of plans and drawings by the Corporation prior to development and the Corporation may require the Owner to enter into an agreement respecting certain prescribed matters;

And Whereas the Owner wishes to undertake a development on the lands municipal known as 3900 North Malden Road in accordance with the site plan on file with the Corporation;

Now Therefore This Agreement Witnesseth that in consideration of the aforesaid mentioned premises and in consideration of the sum of Five Dollars (\$5.00) now paid by the Owner to the Corporation (the receipt of which is hereby expressly acknowledged), the parties hereto covenant and agree one with the other as follows:

1. The Owner hereby agrees to construct, provide, install and maintain for the life of the proposed development, to the satisfaction of and at no expense to the Corporation, all buildings, structures, landscaping, walkways, vehicular parking and access areas, grading and provision for storm, surface and waste water, and other facilities in accordance with the approved site plan on file with the Corporation, and in accordance with all the applicable provisions of the Corporation's Zoning By-law and such other relevant by-laws, as amended, and to the satisfaction of the Corporation;

Special Provisions

2. The Owner acknowledges that the dwelling units will need to be supplied with water from the existing on site plumbing. No additional water meter will be provided;
3. The Owner hereby agrees to make application for a Change of Use Permit as prescribed under the Ontario Building Code (OBC) for the existing double storey dwelling proposed to be converted into an ancillary dwelling for the accommodation of a farm labourer to the satisfaction of the Chief Building Official for the Town of Essex.

General Provisions

4. The Corporation hereby agrees to return the balance of the security deposit received on April 8, 2021 to the Owner within 30 days of being notified by the Town's Chief Building Official that all required works as set out in this agreement have been completed and any deficiencies corrected to the satisfaction of the Corporation and are in compliance with any applicable federal, provincial or municipal statute, by-law or regulation;
5. The Owner agrees to pay all outstanding Realty Taxes to the Corporation in advance of any building permit being issued for the proposed development;
6. The Owner hereby agrees to remove at no expense to the Corporation all snow from all driveways, parking and access areas and to remove and dispose of all refuse from the Subject Lands;
7. The Owner shall keep municipal and county roads adjacent to the Subject Lands free from dirt and debris caused by the construction on the Subject Lands;
8. The Owner shall, at its entire expense, restore any curbs, gutters, pavements, sidewalks, drains or landscaped areas on municipal and county roads which are damaged during construction and construct any new curbs, gutters, pavements, sidewalks, drains and landscaped areas on the municipal and county roads abutting the Subject Lands, all to the satisfaction of the Corporation;
9. The Owner hereby agrees to notify all local, provincial or federal authorities having jurisdiction as to their proposed program of work and shall obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction;
10. The Owner agrees to commence and complete construction of all buildings, structures and facilities required under this agreement and zoning by-law within one (1) year of the

date of execution of this agreement, all to the satisfaction of the Town, unless otherwise dictated by this agreement, or this agreement may, at the option of the Corporation, be deemed to be null and void;

11. The Owner hereby agrees to pay to the Corporation the applicable development charges, in accordance with the Town's Development Charges Bylaw, as may be amended from time to time, in advance of any building permit being issued by the Corporation;
12. The Owner hereby agrees to pay all costs incurred by the Corporation with respect to this Agreement, and without limiting the generality of the foregoing, shall include legal, planning, engineering and administrative costs;
13. The Owner acknowledges and agrees that pursuant to subsection (11) of Section 41 of the Planning Act, R.S.O. 1990, as amended, Section 325 of the Municipal Act applies to all requirements of this agreement. If the Owner neglects to undertake any matter or thing required to be done by this agreement and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing shall be done at the expense of the Owner and the Corporation may recover the expense incurred in doing it and the Owner hereby authorizes the Corporation to enter upon the said land and do such matter or thing;
14. This agreement may be amended at any time with the consent of the Corporation and the registered Owner of the said lands at the time of such amendment;
15. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law;
16. The Owner hereby agrees to the registration of the within agreement in the Land Registry Office for the County of Essex (No. 12) by the Corporation's solicitor and at the entire expense of the Owner;
17. This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Corporation to assume the burdens and obligations imposed upon the Owner under this Agreement and to undertake with the Corporation to observe and perform the obligations herein imposed upon the Owner;
18. This agreement shall inure to the benefit of the Corporation and shall be binding upon the Owners and their respective heirs, executors, administrators, successors and authorized agents.
19. The Corporation shall not be required to issue a building permit for the said development until all the preconstruction provisions of this Agreement have been complied with.

In Witnesseth Whereof, the said parties hereunto affixed their signatures and corporate seals attested to by the hands of their proper officers, duly authorized in that behalf.

Signed, sealed and delivered in the presence of:

The Corporation of the Town Of Essex

Per: _____
Mayor

Per: _____
Clerk

Per: _____
Lorne McKim

Per: _____