

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-120

Being a By-Law to Authorize the Signing of an Amending Site Plan Agreement with Nine Mile Villa Inc.

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, c P 13 as amended provides that the Council of a local municipality may, where in an Official Plan an area is shown or described as a proposed site plan control area, designate the whole or any part of such area as a site plan control area;

AND WHEREAS On September 21, 2020, The Council for the Corporation of the Township of Huron-Kinloss passed By-Law No. 2020-98 to enter into a Site Plan Agreement with Nine Mile Villa Inc. with respect to the lands known as Lots 346 to 348 Plan 49 and Lot 272, Plan 49;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to amend Section 6 of the Site Plan Agreement to extend the completion date to December 31, 2025

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby enter into an amending Site Plan Agreement with Nine Mile Villa Inc. with respect to lands known as Lots 346 to 348 Plan 49 and Lot 272, Plan 49 and that the amending agreement is attached as Schedule "A" and forms part of this By-law.
- 2.0 That the Mayor and Clerk are hereby authorized and directed to fully execute the agreement and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This by-law shall come into full force and effect upon final passage.
- 4.0 This by-law may be cited as "Site Plan Agreement Amendment- Nine Mile Villa By-Law".

READ a FIRST and SECOND TIME this 18th day of October 2021.

READ a THIRD TIME and FINALLY PASSED this 18th day of October 2021.

Mitch Twolan, Mayor

Emily Dance, Clerk

THIS AMENDING AGREEMENT made this ____ day of October, 2021 (the "Amending Agreement").

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(hereinafter called the "Township")

OF THE FIRST PART

- and -

NINE MILE VILLA INC.
(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS pursuant to the provisions of Section 41 of the *Planning Act* the Township and the Owner have entered into an agreement dated September 21, 2020 and registered as Instrument No. BR161751 (the "**Site Plan Agreement**"), respecting the development of the lands described in Schedule "A" attached hereto (the "**Lands**");

AND WHEREAS the Township and the Owner have agreed to amend the terms of the Site Plan Agreement, in the manner hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of two (\$2.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Township agree as follows:

1. The foregoing recitals are true in substance and fact and form part of this Amending Agreement.
2. Capitalized terms used and not defined in this Amending Agreement shall have the meaning as set out in the Site Plan Agreement.
3. Section 6 of this Amending Agreement is hereby deleted and replaced with the following:
 6. *The Owner agrees that all works set out in this Agreement shall be completed on or before December 31, 2025. If the Owner fails to complete all works as set out in the Plans within the prescribed time period, or fails to maintain, provide retain repair or use those matters and facilities required by this Agreement, the Township, its servants, agents and contractors shall have the right to enter onto the Lands after providing fifteen (15) days' notice to the Owner, or immediately if the Township deems the matter to be urgent in nature, to complete the works required by this Agreement or such other matters as the Township deems necessary in its sole discretion, and all expenses incurred by the Township in doing such work shall become a charge against the Lands and may be recovered by court action or in a likemanner as taxes. The Owner agrees that the Township shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Lands by reason of anything done by or on behalf of the Township under the provisions of this Agreement.*
4. In all other respects, the Site Plan Agreement shall remain in full force and effect and is hereby ratified and confirmed.
5. This Amending Agreement shall be registered against the title to the Lands by the Township at the Owner's expense and the obligations set out herein shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto their respective successors and assigns. Where the Owner consists of more than one legal entity, the obligations of the Owner as set out in this Amending Agreement shall be joint and several and may be enforced against any one or all of the entities comprising the Owner.
6. The Owner agrees to pay all legal costs associated with the preparation and registration of this Amending Agreement and any other applicable Township fees.
7. This Amending Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to each other party by facsimile or electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by facsimile transmission) shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement.

NINE MILE VILLA INC.

Per: _____
Name: Nancy Becker
Title: President
I have the authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF HURON-KINLOSS**

Per: _____
Name: Mitch Twolan
Title: Mayor

Per: _____
Name: Emily Dance
Title: Clerk
We have the authority to bind the corporation

SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

Lots 346 to 348 Plan 49 (PIN 33334-0380) and

Lot 272, Plan 49 (PIN 33334-0378)