

Properties

PIN	37310 - 0522 LT
Description	PT LTS 6 & 10 PL 1065 DESIGNATED AS PART 2 ON PLAN 16R10889; S/T EASEMENT AS IN NO. R445294; S/T EASEMENT AS IN NO. R445482; S/T EASEMENT AS IN NO. R452792; S/T EASEMENT AS IN NO.R469468 AMENDED BY R478192 AND R492391; S/T EASEMENT IN NO. R484393; S/T EASEMENT IN NO. R493317; S/T EASEMENT IN NO. R510512; T/W EASEMENT IN NO.R422731; T/W EASEMENT IN NO. R445070; T/W EASEMENT IN NO. R445248; T/W EASEMENT IN NO. R445294; T/W EASEMENT IN NO. R452512; T/W EASEMENT INNO. R452578; T/W EASEMENT IN NO. R452792; T/W EASEMENT AS IN NO. R469057 AMENDED BY R480268; T/W EASEMENT AS IN NO. R469468 AMENDED BY R478192 AMENDED BY R492391; T/W EASEMENT AS IN NO. R492639; T/W EASEMENT AS INNO. R493317; T/W EASEMENT AS IN NO. R510512; S/T EASEMENT AS IN NO. LT457; T/W EASEMENT AS IN LT457; S/T EASEMENT AS INNO. LT465; T/W EASEMENT AS IN NO. LT465; T/W EASEMENT AS IN NO. R530601;S/T EASEMENT AS IN GY4924 & GY16370; T/W EASEMENT AS IN NO. GY4924 &GY16370; T/W EASEMENT OVER GY7268; S/T EASEMENT AS IN NO. GY7268; T/W EASEMENT AS IN R422729; SUBJECT TO AN EASEMENT OVER LTS 6, 10, 14 & 15 PL1065 AND PT VILLAGE CRES. PL 1065 BEING PTS 1 TO 12 16R8744, EXCEPT GREY STANDARD CONDOMINIUM PL. 65 AND GREY STANDARD CONDOMINIUM PL NO.66, PTS 1 TO 8 INCL. & PT 12 ALL ON 16R-9223,& PT 1 ON 16R9266, & PTS 1, 2 & 4ON 16R8834; PTS 18 TO 23 16R-8762, PTS 7 TO 10 & 12 16R8744 IN FAVOUR OF GREY STANDARD CONDOMINIUM PL NO. 96 AS IN GY60182; TOGETHER WITH AN EASEMENT OVER GREY STANDARD CONDOMINIUM PL NO. 96 AS IN GY60182;SUBJECT TO AN EASEMENT AS IN R438346; SUBJECT TO AN EASEMENT AS INR443365;; SUBJECT TO AN EASEMENT OVER PART 2 16R10889 IN FAVOUR OF LOTS 6,10 & 15 PLAN 1065, PARTS 3, 4 & 5, 16R10248 AND PART 1 16R10135 EXCEPT PARTS 1 & 2, 16R10889 AS IN GY198115; TOGETHER WITH AN EASEMENT OVER LOTS 6, 10 & 15 PLAN 1065, PARTS 3,4 & 5, 16R10248 AND PART 1 16R10135 EXCEPT PARTS 1 & 2 16R10889 AS IN GY198115; SUBJECT TO AN EASEMENT OVER PART 2, 16R10889 IN FAVOUR OF PART 1, 16R10889 AS IN GY198114; TOGETHER WITH AN EASEMENT OVER LOTS 6 & 10 PLAN 1065 DESIGNATED AS PART 1, 16R10889 AS IN GY198114; TOWN OF THE BLUE MOUNTAINS
Address	BLUE MOUNTAINS

Consideration

Consideration	\$0.00
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Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
Address for Service	32 Mill Street, P.O. Box 310 Thornbury, ON N0H 2P0
A person or persons with authority to bind the corporation has/have consented to the registration of this document.	
This document is not authorized under Power of Attorney by this party.	

Party To(s)	Capacity	Share
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Name	BYDEM BH 4 INC.
Address for Service	Maurice Byrne, President 170 Jozo Weider Blvd. Town of the Blue Mountains, ON L0Y 0V2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Debra-Ann Katherine Young	32 Mill Street Thornbury N0H 2P0	acting for Applicant(s)	Signed	2023 05 31
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Signed By

Fax 519-599-3018

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE TOWN OF BLUE MOUNTAINS

32 Mill Street
Thornbury
N0H 2P0

2023 05 31

Tel 519-599-3131

Fax 519-599-3018

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.00
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<i>Total Paid</i>	\$69.00
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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 30 day of May 2023

BETWEEN:

BYDEM BH 4 INC.
(hereinafter called the OWNER)

- and -

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(hereinafter called the "Town")

WHEREAS the Owner is the owner of the land described in Schedule "A" hereto (the "Lands");

AND WHEREAS the Town approved the plans and drawings submitted with the Owner's application on , subject to certain conditions, including the entering into of an agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P.13;

AND WHEREAS subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings

The Owner covenants and agrees to develop the Lands and to construct and build such buildings or structures in strict compliance with the plans and drawings set out in Schedule "B" of this Agreement.

2. Special Provisions

The Owner covenants and agrees to satisfy each of the special provisions set out in Schedule "C" to this Agreement.

3. Fees and Charges

The Owner covenants and agrees to pay to the Town the fees and charges set out in Schedule "D" to this Agreement.

4. Parkland

The Owner covenants and agrees to pay \$NIL to the Town as cash-in-lieu of a dedication of land for parks purposes pursuant to Parkland Dedication By-law 2003-31, as amended.

5. Development Charges

The Owners acknowledge that the Town and the County of Grey have enacted the development charges by-laws pursuant to the Development Charges Act, 1997 which apply to the Lands. Subject to any special provisions with respect to development charges set out in Schedule "D", the Owners shall pay the development charges, if applicable, imposed by these by-laws in the amounts and at the times provided by these by-laws.

6. Dedications & Conveyances

The Owners covenant and agree:

- (a) To convey, in fee simple and free from encumbrances, any land which may be required by the Town, for the purpose of road widenings and for the purpose of establishing a one (1) foot reserve across that portion of the frontage of real properties herein not required for an entrance or exit, in order to ensure proper ingress to and egress from the Lands in accordance with the approved Site Plan as set out in Schedule "C"
- (b) To convey to the Town the easements set out in Schedule "C" for the construction, maintenance and improvement of watercourses, ditches, land drainage works, sanitary sewage facilities, trails and sidewalks, and other public utilities.
- (c) To obtain written confirmation from the appropriate entities that all public utility requirements for the Lands, including but not limited to telephone, telecommunications, cable television, hydro-electric power, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost or obligation on the part of the Town and that all requisite easements have been or will be provided to such entities.

7. Security

In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Town prior to or upon execution of this Agreement, a letter of credit in the amount of [REDACTED]. The aforesaid letter of credit shall be in a form approved by the Town, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Town returns the letter of credit. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Town may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Town cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Town as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

8. Insurance

The Owner shall take out and keep in full force and effect, at its sole cost and expense, Commercial General Liability insurance which shall include coverage for bodily injury liability and property damage liability arising out of the use, repair, construction or maintenance of any Municipal lands or Municipal works or utilities in any way connected with this Agreement. This policy shall be written with limits of not less than [REDACTED] exclusive of interest and costs, per occurrence and shall include the Town as an additional insured. This policy shall not be terminated, cancelled or materially altered unless written notice, by registered mail, of such termination, cancellation or material alteration is given by the insurers to the Town at least sixty (60) days before the effective date of such change or cancellation. In the event the policy is changed, cancelled or materially altered without the express written consent of the Town, this Agreement shall be immediately terminated, and the Owner acknowledges and agrees that they shall have no further right to use any Municipal lands nor connect to any Municipal services, whether or not Notice of such termination has been given to the Owner.

9. Construction Act

The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the Construction Act R.S.O. 1990, c. C.30. The Owner agrees to indemnify and save completely harmless the Town from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Town, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the Lands, at the sole expense of the Owner.

10. Notices

Any notice required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

(a) the Owner at:

Maurice Byrne
President
Bydem BH 4 Inc.
170 Jozo Weider Boulevard
The Town of the Blue Mountains, Ontario
L9Y0V2

(b) the Town at:

32 Mill St., Box 310
Thornbury, ON.
N0H2P0

Attn: Town Clerk & Director of Planning & Development Services

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

11. Occupancy

The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, and that the internal water distribution and sanitary sewer collection have been tested and approved and are operating in accordance with the conditions established by the Town.

12. Entry by Town

The Town may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any works, services or facilities required to be provided, constructed or installed by the Owner comply with this Agreement

13. General Conditions

The Owner covenants and agrees:

- (a) To provide, during all hours of construction, competent on-site supervision of all works required to be done on all public and private lands and building construction to be undertaken on the Lands.
- (b) To verify the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.
- (c) To erect solid hoarding surrounding the construction on the Lands and to maintain same until final completion of construction.
- (d) To make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.
- (e) To comply with all provisions of the Town's noise by-law.
- (f) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road.
- (g) Not to conduct any staging, storage or construction within the Town's right of way or municipal land.
- (h) Not to connect to any municipal services, including water or sewer, without the express written permission of the Town.
- (i) Not to use or occupy any municipal right of way or land without the express written permission of the Town and obtaining of a Municipal Land Use Permit, if applicable.

- (j) To only access the Lands for the purposes of construction by access points and routes as approved by the Town.
- (k) To pay the Fees as set out in Schedule "D" hereto.

14. Registration of Agreement

The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay to the Town the cost of registration of this Agreement, as well as any further costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.

15. Postponement & Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

16. Termination of Agreement

If the development proposed by this Agreement is not commenced within 2 years from the date of the execution of this Agreement, the Town may, at its sole option and on 30 days notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owner shall not be entitled to any refund of fees, levies or other charges paid by the Owner pursuant to this Agreement.

17. Enforcement

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.

18. Applicable Laws

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

19. Indemnity

The Owners hereby indemnify and save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with this Agreement.

20. Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Town agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) The failure of the Town at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its rights at law to enforce this Agreement.
- (i) The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right
- (j) This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
- (k) Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this

Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

- (l) This Agreement embodies the entire agreement of the Parties with regard to the matters dealt with herein, and no understandings, commitments, representations or agreements, verbal or otherwise, exist between the Parties except as herein set out.
- (m) This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- (n) The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.


21. Successors and Assigns

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

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED, DELIVERED

BYDEM BH 4 INC.


Per: MAURICE BYRNE, PRESIDENT
I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS


Mayor Andrea Matrosovs


Corrina Giles, Clerk

SCHEDULE A

This Schedule forms part of a Site Plan Agreement between the Owner and Town

DESCRIPTION OF THE LANDS

Lot 10 & 6 Plan 1065, Part 2 16R-10889

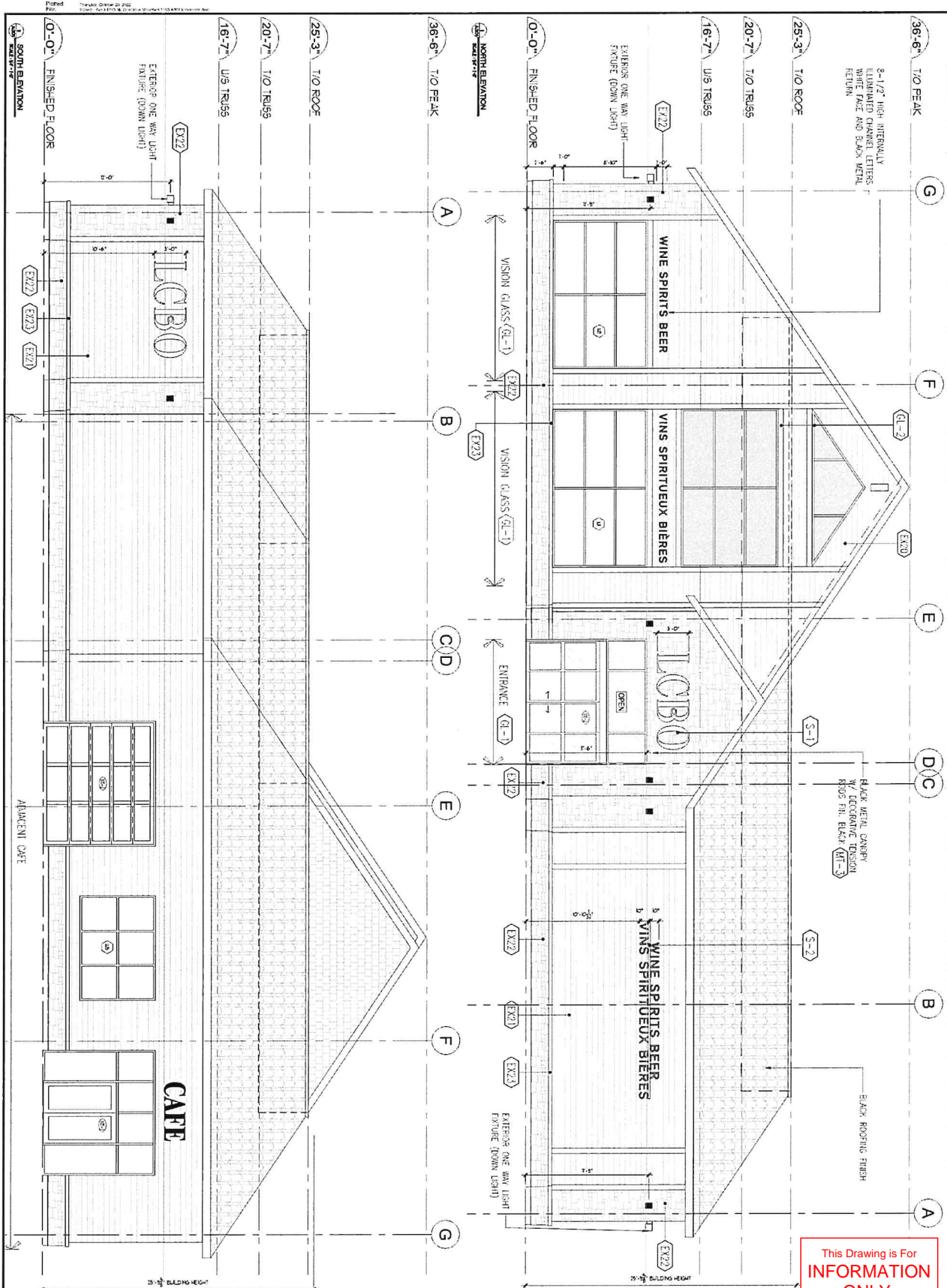
SCHEDULE B


This Schedule forms part of a Site Plan Agreement between the Owner and Town

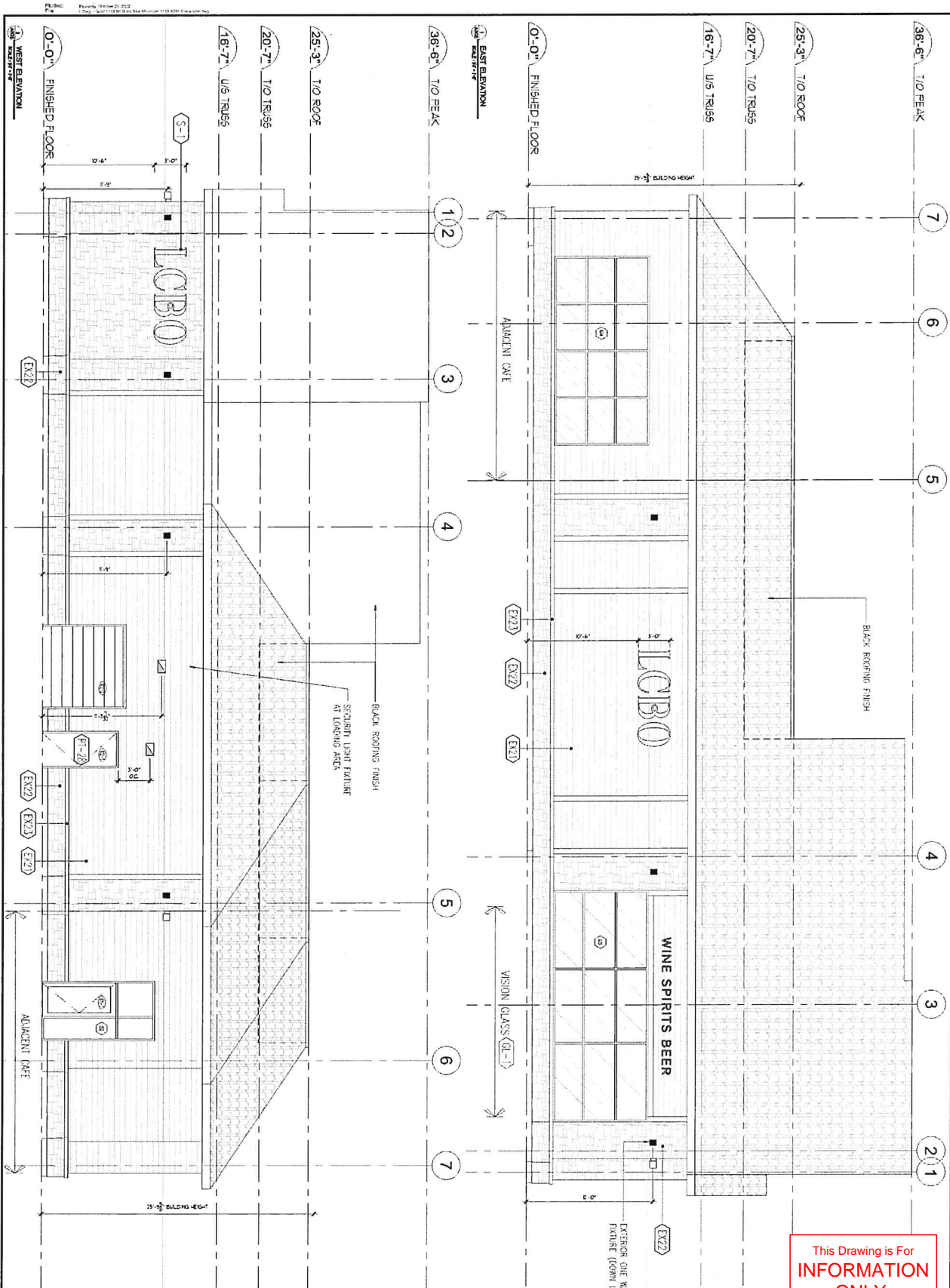
APPROVED PLANS

The following Plans, prepared by AGAR Architect for Project 1153, and as attached hereto:

1. A301 – Elevations
2. A302 – Elevations
3. A303 – Exterior Finishes
4. A401 – Site Sections



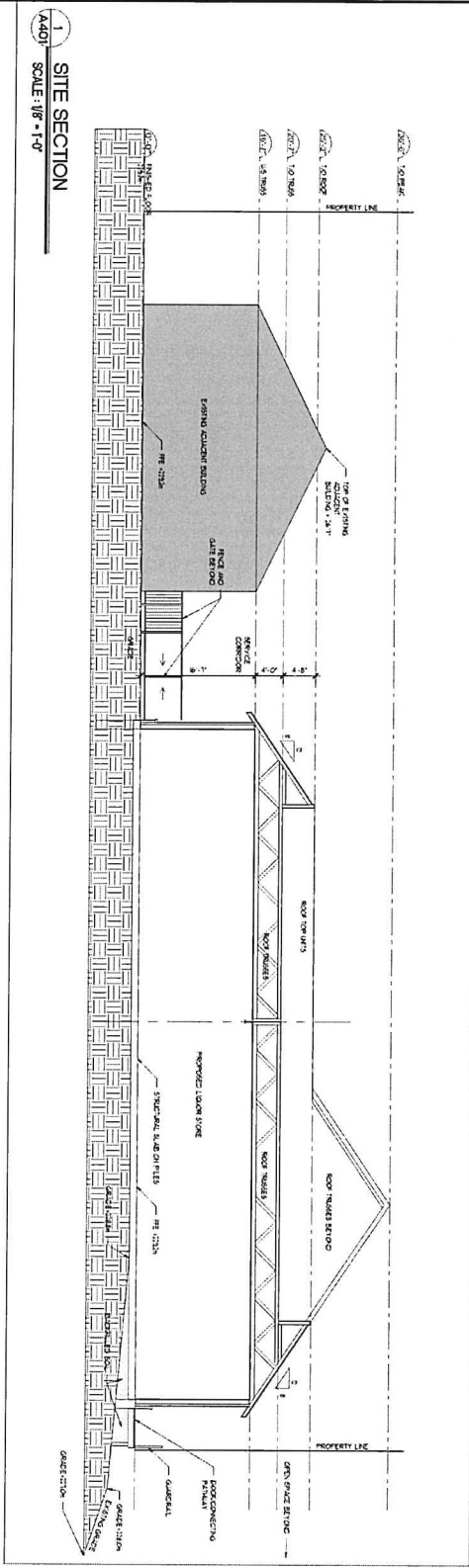
C-10-115	Project No.	1153	ELEVATIONS		1	APRIL 2/21	ISSUED FOR CLIENT REVIEW
	Scale:	AS NOTED	HIGHBURY ASSET MANAGEMENT		2	MARCH 8/22	ISSUED FOR SITE PLAN REVIEW
A301	Dwn/Chkd By:	RA/PA	 PROPOSED BLDG R9 GEORGIAN BAY WAY COLLINGWOOD, ONTARIO		3	JUNE 2/22	ISSUED FOR SITE PLAN APPROVAL
	Date:	APRIL 2021			4	OCT 20/22	REV DOORS/WINDOWS



This Drawing is For
INFORMATION
ONLY
This Drawing should not be
redistributed beyond the
intended recipient

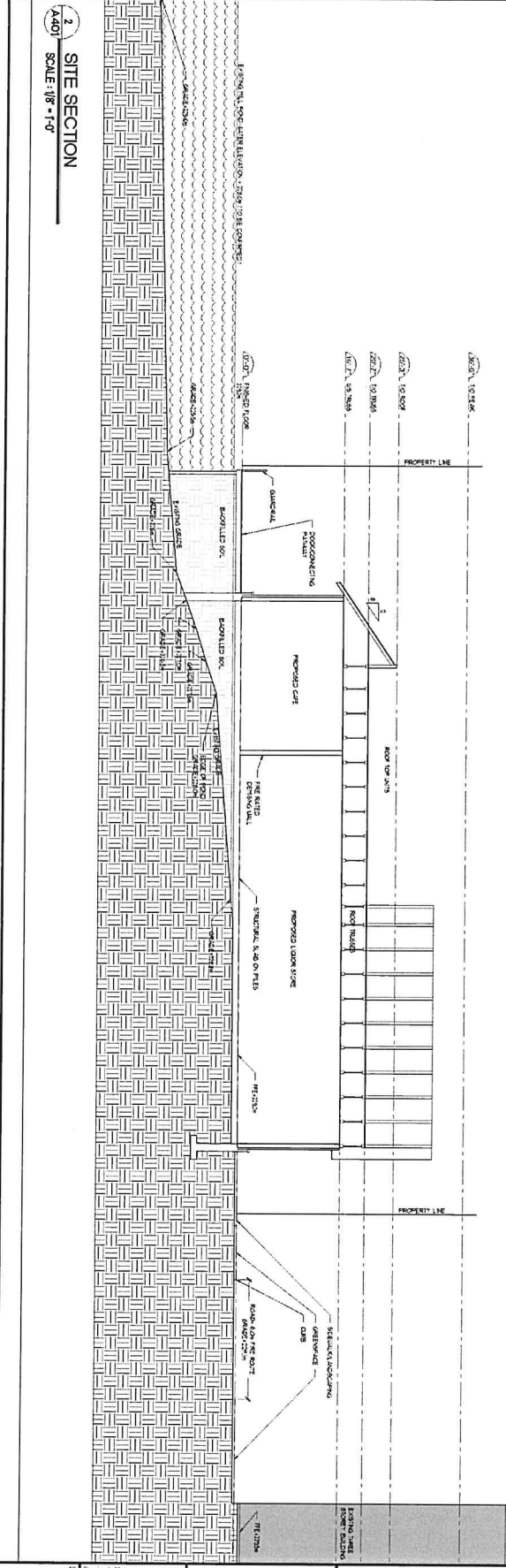
<div>Project No: 1153</div> <div>Site: AS NOTED</div> <div>Drawn/Checkd By: RA/PA</div> <div>Date: APRIL 2021</div>	<div>HIGHBURY ASSET MANAGEMENT</div>	<div>ELEVATIONS</div> <div>PROPOSED BLDG R9</div> <div>GEORGIAN BAY WAY</div> <div>COLLINGWOOD, ONTARIO</div>	<div>AA AGAR ARCHITECT</div> <div>philip agar architect inc.</div> <div>510 queens avenue, toronto, on m8b 1y3</div> <div>tel: 519.435.7368 info@agar-arch.com</div>	<div>1. APRIL 2021 ISSUED FOR CLIENT REVIEW</div> <div>2. MARCH 2022 ISSUED FOR SITE PLAN PRE-CON</div> <div>3. JUNE 2022 ISSUED FOR SITE PLAN APPROVAL</div> <div>4. OCT 2022 REV. DOORS/WINDOWS</div> <div><small>All drawings remain the property of the architect and are not to be used for any other purpose without the written consent of the architect. The architect and its employees shall not be held responsible for any errors or omissions in this drawing. The architect and its employees shall not be held responsible for any errors or omissions in this drawing. The architect and its employees shall not be held responsible for any errors or omissions in this drawing.</small></div>
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A302



1 SITE SECTION
SCALE: 1/8" = 1'-0"

This Drawing is For
INFORMATION
ONLY
This Drawing should not be
redistributed beyond the
intended recipient



2 SITE SECTION
SCALE: 1/8" = 1'-0"

A401	Project No:	1153	SITE SECTIONS PROPOSED BLDG R9 GEORGIAN BAY WAY COLLINGWOOD, ONTARIO	AA AGAR Architect philip agar architect inc. 513 Queens Avenue, London, ON N6A 1Y9 Tel: 519 432-7368 info@agar.arch.on.ca	1. APRIL 2021 ISSUED FOR CLIENT REVIEW	
	Scale:	AS NOTED			2. MARCH 4/22 ISSUED FOR SITE PLAN PRE-CON	
	Drawn/Checked By:	RA/PA			3. JUNE 2/22 ISSUED FOR SITE PLAN APPROVAL	
	Date:	APRIL 2021			<small>© 2021 Philip Agar Architect Inc. All rights reserved. This drawing is the property of Philip Agar Architect Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Philip Agar Architect Inc. This drawing is provided for the client's use only. It is not to be used for any other purpose without the prior written permission of Philip Agar Architect Inc. The client agrees to indemnify and hold Philip Agar Architect Inc. harmless from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising from the use of this drawing for any purpose other than that intended by Philip Agar Architect Inc.</small>	

SCHEDULE C

This Schedule forms part of a Site Plan Agreement between the Owner and Town

SPECIAL PROVISIONS

1. The owners agree that final approval from the Grey Sauble Conservation which includes development permits from the Grey Sauble Conservation Authority are required prior to development, if applicable.
2. The owners agree to store snow in accordance with the Approved Plans, if indicated or to otherwise remove surplus snow from the Lands and to ensure that the access lands, parking spaces and landscaping are not used for the stockpiling of snow.
3. The owners acknowledge that should snow storage occur on Town lands, the Town may elect to remove said snow at the cost of the owners.

DEDICATIONS AND CONVEYANCES

NIL

SCHEDULE D

This Schedule forms part of a Site Plan Agreement between the Owner and Town

FEES AND CHARGES

The Owner agrees to pay to the Town the following fees and charges upon execution of this agreement:

Agreement Preparation Fee: [REDACTED]

DEVELOPMENT CHARGES

The Owner agrees to pay to the Town, or County of Grey as applicable, the following Development Charges on or before the issuance of the first building permit for the development contemplated by this agreement:

To the Town:
Roads: [REDACTED]
Water: [REDACTED]
Wastewater: [REDACTED]
Soft: [REDACTED]
TOTAL: [REDACTED]

To the County:
[REDACTED]