

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH HURON**

**BY-LAW NO. 75-2017**

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Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Development Agreement between the Corporation of the Township of North Huron and Robert and Stephanie Morrison to place a temporary secondary dwelling on lands described as Part Lot 29 RP 22R1295 Parts 1 and 2, Concession 1, (38616 Blyth Road) East Wawanosh Ward, Township of North Huron, County of Huron.

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**WHEREAS** the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

**AND WHEREAS** the Council of the Township of North Huron Council is desirous of executing a Development Agreement between the Corporation of the Township of North Huron and Robert and Stephanie Morrison to place a temporary secondary dwelling on lands described as Part Lot 29 RP 22R1295 Parts 1 and 2, Concession 1, (38616 Blyth Road) East Wawanosh Ward, Township of North Huron, County of Huron;

**AND WHEREAS** Council deems it expedient to enter into said agreement;

**NOW THEREFORE**, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Development Agreement between the Corporation of the Township of North Huron and Robert and Stephanie Morrison to place a temporary secondary dwelling on lands described as Part Lot 29 RP 22R1295 Parts 1 and 2, Concession 1, (38616 Blyth Road) East Wawanosh Ward, Township of North Huron, County of Huron.
2. That a copy of the said Agreement is attached hereto and designated as Schedule 'A' to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 8<sup>TH</sup> DAY OF AUGUST, 2017.

READ A THIRD TIME AND PASSED THIS 8<sup>TH</sup> DAY OF AUGUST, 2017.

CORPORATE SEAL

\_\_\_\_\_  
Neil G. Vincent, Reeve

\_\_\_\_\_  
Richard Al, Clerk

**SCHEDULE “A” TO BY-LAW NO. 75-2017**

THIS DEVELOPMENT AGREEMENT made this       day of       , 2017.

BETWEEN:

**Robert and Stephanie Morrison** of the Township of North Huron, in the County of Huron, (hereinafter called the “Owners”)

OF THE FIRST PART

-AND-

**The Corporation of the Township of North Huron**, A Municipal Corporation having its Municipal Offices in the County of Huron, (hereinafter called the “Municipality”)

OF THE SECOND PART

**WHEREAS:**

- a) The Owners wish to place a temporary secondary dwelling on the lands and Section 39.1(1) Garden Suites, of the Planning Act allows that this Agreement be entered into.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of one dollar (\$1.00) and the other mutual covenants and agreements herein contained, the parties hereto agree as follows:

**LIST OF SCHEDULES ATTACHED**

- 1. The following Schedules are attached to and form part of this Agreement;

Schedule “A”	Description of Lands
Schedule “B”	Site Plan

**DEFINITION**

- 2. For the purposes of this Agreement a temporary dwelling will be defined as a movable dwelling, that is designed and constructed to be moveable and is in compliance with the Ontario Building Code. The temporary dwelling is intended for use as a secondary residence accessory to an agricultural use. The temporary dwelling that will be placed on the lands following this agreement being in place will be referred to as the “temporary dwelling”.

**LOCATION OF TEMPORARY DWELLING**

- 3. As a condition of this Agreement the temporary dwelling will be placed and remain within the area designated on the attached Schedule “B” Site Plan until such time as it is removed from the Lands and will be placed in accordance with the relevant provisions of the North Huron Zoning By-Law.

**OCCUPANCY OF TEMPORARY DWELLING**

- 4. The temporary dwelling shall only be occupied by the following individuals:

Farm Employees

- 1. \_\_\_\_\_  
Employee, spouse and children

OR

Farm Family

1. \_\_\_\_\_  
Family member 1
2. \_\_\_\_\_  
Family member 2

**SEPTIC SERVICE FOR TEMPORARY DWELLING**

4. The Owners agree that the uses associated with the temporary dwelling will be serviced by a Class 4 system as defined by the Ontario Building Code and that the servicing will conform to the Ontario Building Code.

**REMOVAL OF TEMPORARY DWELLING**

5. The Owners agree that the temporary dwelling will be removed from the Lands when it is no longer needed by the owners, or at the expiration of this Agreement, whichever comes first.

**ENFORCEMENT**

6. The Owners will undertake to remove the temporary dwelling from the Lands when it is no longer needed, or at the expiration of this Agreement, whichever comes first. The Owners agree and acknowledge that if the temporary dwelling is not removed in accordance with this Agreement then the Township will pursue legal action to have the temporary dwelling removed from the lands. The site will be restored to the condition prior to construction.

**COSTS**

7. All costs incurred to satisfy the requirements of the Agreement, shall be at the expense of the Owners of the Lands. If the Owners do not pay the costs, then the costs may be added to the taxes assessed against the said property and collected as if they were taxes.

**NOTIFICATION OF AGREEMENT**

8. It is the responsibility of the Owners to make every effort to make prospective purchasers, mortgagers and others with a vested interest in the property aware that this development agreement is in place.

**BINDING**

9. The covenants, agreements, conditions and undertaking herein contained on the part of the Owners and shall be binding upon the Owners and upon their successor and assigns, as owners and occupiers of the land from time to time.

**EXPIRATION OF AGREEMENT**

10. The Agreement will expire after a period of 20 years from the signing of the Agreement, unless renewed and another public meeting is held.

**AMENDMENT TO AGREEMENT**

11. This Agreement may be amended with the concurrence of both parties in writing.

***IN WITNESS WHEREOF*** the parties hereto have affixed their respective seals  
attested by the respective proper officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_

**In the presence of:**

\_\_\_\_\_

**This    day of                    , 2017.**

**THE OWNERS**

**Owners' Address**

\_\_\_\_\_

**38616 Blyth Road  
Auburn, ON N0M 1E0**

**Robert Morrison**

\_\_\_\_\_

**Stephanie Morrison**

**THE CORPORATION OF  
THE TOWNSHIP OF  
NORTH HURON**

**Approved and Authorized by**

\_\_\_\_\_

**By-Law No.        2017 enacted**

**Reeve, Neil Vincent**

**The    day of                    , 2017**

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**Clerk, Richard Al**

*Schedule “A”*

**Description of Lands**

(38616 Blyth Road) Part Lot 29 RP 22R1295 Parts 1 and 2, Concession 1, East Wawanosh Ward, Township of North Huron, County of Huron

Schedule "B"

Site Plan

