

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2013- 022

ARBUCKLE SITE PLAN AGREEMENT

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN CONTROL AGREEMENT**

BETWEEN

**Graydon Sparling Arbuckle and Lori Louise Arbuckle
20 Lone Meadow Trail
Stittsville, Ontario
K7H 3C8**

Hereinafter called the “Owners”

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR #5
Perth, Ontario K7H 3C7**

Hereinafter called the “Corporation”

OF THE SECOND PART

WHEREAS pursuant to Section 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, a municipality may enter into a Site Plan Control Agreement with a property owner for the works described therein;

AND WHEREAS the Council of the Township of Drummond/North Elmsley has deemed it expedient to enter into a Site Plan Control Agreement with the Owners to control the orderly development of the Owners lands;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Council of the Corporation of the Township of Drummond/North Elmsley agrees to enter into a Site Plan Control Agreement with the Owners in substantially the same form as per the attached Schedule “A”.
2. That the Reeve and the Clerk of the Township are hereby authorized and directed on behalf of the Township of Drummond/North Elmsley to execute all documents and take whatever steps as may

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be required to give effect to this by-law.

3. That Schedule "A" attached hereto form part of this by-law.

Read a first, second and third time and passed this 23rd day of April, 2013.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law No. 2013-022

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 23rd day of April, 2013

BETWEEN

**Graydon Sparling Arbuckle and Lori Louise Arbuckle
20 Lone Meadow Trail
Stittsville, Ontario
K2S 1E1**

Hereinafter called the Owner

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, R. R. #5
Perth, Ontario K7H 3C7**

Hereinafter called the Corporation

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the Owner of the lands described in Schedule A attached hereto (hereinafter called "**the said lands**") which are the lands affected by this Agreement.

AND WHEREAS the Owner represents and warrants that there are no encumbrances on or against the said lands.

AND WHEREAS the Owner wishes to undertake the development on the said lands in accordance with the Site Plan attached hereto as Schedule B hereinafter called the Site Plan.

AND WHEREAS the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands.

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of two (\$2.00) Dollars (the receipt whereof by the Owner is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The lands affected by this Agreement are described in Schedule A attached hereto.

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2. In this Agreement, the Owner shall include any owner of the said lands from time to time.
3. The Owner shall construct the proposed development in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule B. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan, and no site disturbance or site alteration shall occur other than what is shown on the Site Plan.
 - (1) Subject to the foregoing, the Owner shall remove the existing portable garage as indicated on the Site Plan;
 - (2) The Owner shall remove all shaded patios and pavement as identified on the Site Plan replace same with vegetated groundcover or a permeable paving system that, to the satisfaction of the Corporation's Chief Building Official, manages water such that no run-off is directed to adjacent areas.
 - (3) The maximum finished floor area shall be 248 square metres.
 - (4) The maximum height of the single family dwelling shall be 10 metres.
4. If the Development construction has not commenced within twelve (12) months of the date of registration of this Agreement on title, the Corporation shall have the right to cancel this agreement on 10 days' notice to the Owner unless the period is extended by agreement.
5. Failure by the Owner to complete the development in accordance with this Agreement within twenty four (24) months of the registration of this Agreement on title shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed.
6. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
7. The Owner shall be responsible for the construction and installation of a tertiary wastewater treatment system in accordance with Permit # 56183-162. The distribution bed shall be located no closer than 19 m from the high water mark of Mississippi Lake.
8. The Owner shall obtain all permits and letters of permission as may be required by Mississippi Valley Conservation, including but not limited to any floodproofing measures that may be required for the property.
9. The Owner shall remove no existing healthy vegetation between the development and the lake and with the exception of a maximum 5.6 metre of shoreline frontage clearing for water access, the Owner shall establish and maintain a vegetated buffer along the shoreline to a minimum depth of 3 metres (measured landward towards the rear of the

- property). The vegetated buffer shall consist of deeply rooted native plant species and all aspects of this condition shall be fulfilled to the satisfaction of Mississippi Valley Conservation.
10. Natural drainage patterns on the site shall not be substantially altered such that additional run-off is directed into the lake or onto neighbouring properties. In order to achieve this, eaves troughing shall be installed and outlet away from the lake to a leach pit or well-vegetated area to allow for maximum infiltration. This shall be undertaken to the satisfaction of the Corporation's Chief Building Official or designate.
 11. With the exception of what is identified on the Site Plan there shall be no additional footprint of any hardened surfaces within 30 metres of the high water mark, including structures, porches, decks, patios and driveways.
 12. The Owner shall apply best management practices for sedimentation and erosion control upon completion of the project, which includes the stabilization and revegetation of all exposed soils or new grading changes, to the satisfaction of Mississippi Valley Conservation.
 13. Any changes to the proposed works must be submitted in writing to the Corporation and Mississippi Valley Conservation.
 14. This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called such person) any rights against the Corporation with respect to the failure of such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to enforce its rights against any such person in the performance of the obligation.
 15.
 - (a) All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of, and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner.
 - (b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to all other remedies available to it, the Corporation may arrange to complete such matters or things, and the Corporation may recover all expenses incurred in connection with this Agreement by civil action and/or by addition to the tax account and roll of the said property if entitled to do so. The Owner hereby authorizes the Corporation and its agents to enter upon the said lands in order to complete such matters or things.

16. (a) This Agreement shall be binding upon the Owner and his or her heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.
- (b) This Agreement may only be amended at any time with the written consent of the Corporation and the registered Owner of the said lands at the time of such amendment.
- (c) Schedules A and B form part of this Agreement.
- (d) This Agreement shall be read with any change of gender or number required by the context.
17. The Owner hereby authorizes the Corporation to register this Agreement against the lands described in Schedule A at the expenses of the Owner.
18. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands and be binding upon the Owner and all future Owners of the said lands and all persons claiming any interest in the said lands.
19. Any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this Agreement. If notice is given by prepaid registered post, it shall be deemed given ten (10) days after the date of mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED & DELIVERED)

In the presence of:)

*)

Graydon Sparling Arbuckle

*)

Witness (as to all signatures))

*)

Lori Louise Arbuckle

CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Per:

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Part Lot 20, Concession 8
Geographic Township of Drummond,
now Township of Drummond/North Elmsley, County of Lanark,
as in RS155989, together with RS155989
[being all of PIN #05311-0174]**

**162 Grasshopper Point
Part of Lot 20, Concession 8
Geographic Township of Drummond
Now Township of Drummond/North Elmsley**

SCHEDULE B

SITE PLAN

[Original Site Plan can be found in By-law book and property files]

The original can be viewed at the Township of Drummond/North Elmsley municipal office at 310 Port Elmsley Road, R. R. #5, Perth, Ontario K7H 3C7.

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