

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

BY-LAW NO. 2013-039

BEVERIDGE SITE PLAN AGREEMENT

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

BETWEEN

**Darlene Marian Beveridge
RR5, Perth, ON
K7H 3C7**

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 be required to give effect to this by-law.

SITE PLAN CONTROL AGREEMENT: KEN AND DARLENE FRIZELL
PORT ELMSLEY ROAD, LOT 17, CONC. 7, GEOGRAPHIC NORTH ELMSLEY
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

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

Read a first, second and third time and passed this 13th day of August, 2013

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law No. 2013-039

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 13th day of August, 2013

BETWEEN

**Darlene Marian Beveridge
R. R. #5
Perth, Ontario K7H 3C7**

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 she 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 said lands abut the Beveridge Locks Lock Station, which forms part of the Rideau Canal National Historic Site.

AND WHEREAS the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands pursuant to Sections 41(7) and 41(10) of the *Planning Act RSO 1990 c. P.13* and the Reeve and Clerk have been authorized to complete this Site Plan Agreement (herein referred to as the "Agreement") in accordance with the authority provided under By-law 2013-039.

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.
2. In this Agreement, the Owner shall include any owner of the said lands from time to time.

USE OF LANDS

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 development shall occur other than what is shown on the Site Plan, with the exception of typical domestic landscaping.
4. A single detached dwelling, with a maximum built footprint of 140 square metres shall be permitted on the said land, in accordance with the Corporation's zoning policies and any restrictions contained within this agreement.

DEVELOPMENT OF LANDS

5. The single detached dwelling permitted pursuant to Paragraph 4 shall be built to a maximum of one storey and shall be clad primarily in a natural stone finish.
6. The Owner shall plant a row of fast growing native trees along the rear (southern) property line. Such trees shall be planted at a height of at least one (1) metre in height and planted at a minimum interval of every six (6) metres.
7. All existing vegetation and landscaping identified on the Site Plan shall be retained and shall be maintained in a healthy state to ensure a neat and orderly condition at all times. Any dead trees or shrubs shall be replaced within a reasonable time; usually the next available planting season.
8. The Owner shall maintain the existing cedar rail fence as identified on the Site Plan along the southern property line.
9. In the event that the Owner chooses to erect a fence along the front lot line (facing Port Elmsley Road) or exterior side lot line (facing the Beveridge Locks), such a fence shall be constructed, to the satisfaction of the Corporation, using cedar rails as the primary material.
10. Notwithstanding the generality of Paragraph 3, the Owner shall be permitted to erect an

accessory building on the said lands without the need to amend this Agreement, provided that;

- a) such building is not located within the exterior side yard;
- b) the minimum front yard setback shall be 30 metres; and
- c) all other provisions of the Corporation's Zoning By-law in effect at the time of construction are satisfied.

PERMITS

11. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
12. Prior to the issuance of a occupancy permit, the applicant shall obtain final approval from the Health Unit with respect to the installation of a new septic system.
13. The Owner shall ensure that any permits required by the Rideau Valley Conservation Authority and Parks Canada for certain works are received prior to the undertaking of same. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required by any other applicable government agency.

DEFAULT AND ENFORCEABILITY

14. 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.
15. 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.
16. 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.
17. (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.
18. (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.
- (e) The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.

REGISTRATION

19. The Owner hereby authorizes the Corporation to register this Agreement against the lands described in Schedule A at the expenses of the Owner.

TRANSFERABILITY

20. 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.

NOTICES

21. 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:

*
Witness

)
)
)
)
)

*
Darlene Marian Beveridge

CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Per:

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

We have authority to bind the corporation

I, Kenneth David Frizell, spouse of Darlene Marian Beveridge, hereby consent to the registration of the Site Plan Control Agreement dated _____ between Darlene Marian Beveridge and Corporation of the Township of Drummond/North Elmsley.

Dated at the Township of Drummond/North Elmsley, this _____ day of _____, 2013.

SIGNED, SEALED & DELIVERED

In the presence of:

*
Witness

)
)
)
)
)
)
)

*
Kenneth David Frizell,
Spouse of Darlene Marian Beveridge

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Part of the Northeast half of Lot 17, Concession 7,
Geographic Township of North Elmsley,
now Township of Drummond/North Elmsley, County of Lanark,
designated as Parts 1 and 2 on Plan 27R-6752
[being all of PIN #05231-0022]**

Lands known municipally as 174 Beveridge Locks Road

SCHEDULE B

SITE PLAN

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.

SITE PLAN CONTROL AGREEMENT: KEN AND DARLENE FRIZELL
PORT ELMSLEY ROAD, LOT 17, CONC. 7, GEOGRAPHIC NORTH ELMSLEY
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

SCHEDULE C
FRONT PROFILE