

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

BY-LAW NO. 2013-047

JARMAC SITE PLAN AGREEMENT

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

BETWEEN

**3876390 Canada Inc. (Jarmac Canada)
c/o Don MacKenzie
19 Alvin Street
Perth, ON K7H 2V8**

Hereinafter called the "Owner"

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.

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

Read a first, second and third time and passed this 8th day of October, 2013

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law No. 2013-047

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 8th day of October 2013

BETWEEN

**3876390 Canada Inc.
19 Alvin Street
Perth, Ontario
K7H 2V8**

Hereinafter called the Owner

OF THE FIRST PART

-and-

CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Hereinafter called the Corporation

OF THE SECOND PART

WHEREAS the Owner represents and warrants that he 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 is no encumbrance on or against the said lands except a mortgage held in favour of G.W. McMillan Contractors.

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.

AND WHEREAS the Owner and the Corporation had entered into a previous Site Plan Agreement in 2010 (the "Previous Agreement") with respect to 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:

LANDS

SITE PLAN CONTROL AGREEMENT: 3876390 CANADA INC.
2896 RIDEAU FERRY ROAD, PT LOT 26, CON 10, NORTH ELMSLEY

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.

SCOPE OF WORK

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.

USE OF LANDS

4. An industrial mall in accordance with the Corporation's Zoning By-law in effect at the time of development shall be a permitted use on the said lands whereby the Owner rents out space or units within the existing buildings to independent commercial and industrial operators.
5. Rental uses within the industrial mall can change without amendment to this Agreement provided that there is no change to the general character of the site.
6. The installation of temporary storage pods and parking of heavy vehicles shall be permitted in the rear yard of the property without amendment to this Agreement, subject to all other provisions of this Agreement.
7. Nothing in this Agreement shall be interpreted to exempt the Owner from complying and conforming to any provision of the Corporation's Zoning By-law, including but not limited to all provisions regarding landscaped open space buffers.

DEVELOPMENT PROVISIONS

8. There shall be no outdoor commercial use or commercial storage permitted in the front yard. Any outdoor storage elsewhere on the lot shall be screened by vegetation or landscaping (which may include fencing) such that it is hidden from view from all exterior lot lines.
9. All outdoor storage of waste shall be screened in the same manner as specified in Paragraph 8.
10. The fire routes identified on Schedule "B" shall be maintained in a passable condition and kept free and clear of any obstructions at all times.
11. There shall be no parking or driving of vehicles between the septic system and the two

closest buildings identified on Schedule "B".

12. All exterior lighting shall be placed to light the interior of the subject property only and oriented away from adjacent properties and public road allowances. No light standard or exterior lighting fixture located within 4.5 m of a boundary with a property that includes a residential use shall exceed a height of 4 m or be oriented to result in light spillage onto the residential lot.
13. All parking spaces and loading areas necessary to meet the minimum requirements of the Corporation's zoning By-law shall be shown on the plans and identified by the painting of lines and/or the use of signage or other markers as approved by the Corporation. Where the parking area is not hard surfaced, parking spaces shall be identified with the use of parking bumpers or other space identifiers of a design acceptable to the Corporation.
14. All regular parking spaces and barrier free parking spaces shall be designed to meet the minimum length and minimum width specifications under the Corporation's Zoning By-law. Barrier-free spaces shall be signed to accepted standards to the satisfaction of the Corporation's Chief Building Official.
15. All snow storage and removal shall take place on the said lands. On-site snow management activities shall not result in the placement or deposition of snow from the said lands onto either an abutting road allowance or an abutting property and shall not interfere with safe sight lines at road entrances or the fire routes identified on Schedule "B".
16. Notwithstanding the generality of Paragraph 3, nothing in this Agreement shall prevent the owner from establishing vegetative landscaping on the said lands.

PROSECUTION OF WORK

17. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
18. The Owner shall obtain any required permits from the County of Lanark prior to commencing construction of buildings or signage.
19. There shall be no installation of piped water or wastewater systems unless the proper permitting has been received from the Leeds, Grenville and Lanark District Health Unit.
20. 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

21. Failure by the Owner to complete the development in accordance with this Agreement shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed, unless the Corporation and Owner agree in writing to an extension.
22. 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.
23.
 - (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.
24.
 - (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, B and C 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

25. This Agreement shall be registered by the Owner at his expense against the title of the said lands as described in Schedule A.

PREVIOUS AGREEMENT

26. The parties agree that the Previous Agreement is of no force and effect in respect to the said lands, as described in Schedule "A".

TRANSFERABILITY

27. 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

28. 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 AND DELIVERED in the presence of:

)	
Witness)	3876390 Canada Inc.
		Per: Don MacKenzie
		(I have the authority to bind the corporation)

CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Per:

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

We have authority to bind the Corporation

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Part of Lot 26, Concession 10
Geographic Township of North Elmsley
as in RS63633
Except Part 1, 27R1457 and
Part 1, 27R1598
S/T RS63633
2896 Rideau Ferry Road
Township of Drummond/North Elmsley
County of Lanark**

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: 3876390 CANADA INC.
2896 RIDEAU FERRY ROAD, PT LOT 26, CON 10, NORTH ELMSLEY

