

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

BY-LAW NO. 2013-017

TIMOTHY HENEY SITE PLAN AGREEMENT

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

BETWEEN

**Timothy Howard Heney and Sandra Lea Somerville-Heney
846 Christie Lake Road
Perth, Ontario
K7H 3C6**

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 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 26th day of March, 2013.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law No. 2013-017

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 26th day of March 2013

BETWEEN

**Timothy Howard Heney and Sandra Lea Somerville-Heney
846 Christie Lake Road
Perth, Ontario
K7H 3C6**

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 they are 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 Charge #LC96844 in favour of Royal Bank of Canada and a General Notice of Assignment of Rents #LC96846 also in favour of Royal Bank of Canada.

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:

LANDS

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. Highway Commercial and retail uses in accordance with the Corporation's Zoning By-law in effect at the time of development shall be permitted on the said lands, including uses accessory thereto.
5. Notwithstanding the provisions of Paragraph 4, on the portion of the said lands that is zoned Wetland, the use of the lands will be limited to those that are provided for in the applicable provisions of the Corporation's Zoning By-law.

DEVELOPMENT PROVISIONS

6. 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 the front lot line.
7. All outdoor storage of waste shall be screened in the same manner as specified in Paragraph 6.
8. All work and development on the site will be in accordance with the Rideau Valley Conservation Authority's letter of Permission dated January 24th 2013 and included in this Agreement as Schedule "C"
9. Notwithstanding the generality of Paragraph 3 and subject to any permissions required pursuant to Paragraph 8, nothing in this Agreement shall prevent the owner from establishing vegetative landscaping within the existing front yard.

PROSECUTION OF WORK

10. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.

11. The Owner shall obtain any required permits from the Ministry of Transportation prior to commencing construction of buildings or signage.
12. 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.
13. 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. 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.
15. 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.
16.
 - (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.
17.
 - (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

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

TRANSFERABILITY

19. 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

20. 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:

_____)	_____
)	Timothy Howard Heney
)	
_____)	_____
)	Sandra Lea Somerville-Heney

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 the Southwest half of Lot 6, Concession 3,
Geographic Township of Drummond,
now Township of Drummond/North Elmsley, County of Lanark,
as in RS200524; subject to and together with RS200282
[being all of PIN #05166-0092]**

**16693 Highway 7
Part of Lot 6, Concession 3
Geographic Township of Drummond
Township of Drummond/North Elmsley**

SCHEDULE B

SITE PLAN

[Original site plan on signed copy]

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: TIM HENEY
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

SITE PLAN CONTROL AGREEMENT: TIM HENEY
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

SCHEDULE C

RVCA LETTER OF PERMISSION

[Text of letter on signed copy]