

The Corporation of the Township of Chatsworth

By-law Number 2017-54

Being a By-law to authorize the Mayor and CAO/Clerk to enter into a Site Plan Control Agreement between the Township of Chatsworth and Brenda Lee Calhoun and Douglas Wayne Calhoun.

Whereas the Council of the Township of Chatsworth deems it necessary and in the public interest to enter into a Site Plan Control Agreement with Brenda Lee Calhoun and Douglas Wayne Calhoun, being the owner of lands described as Part Lot 22, Concession 4, Geographic Township of Sullivan, Township of Chatsworth, County of Grey, and described as Part 4 on Reference Plan 16R10231.

And whereas the Council of the Township of Chatsworth passed By-law Number 2017-53, being a by-law to establish a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, on the aforementioned subject property;

Now Therefore the Council of the Township of Chatsworth enacts as follows:

1. That the Mayor and CAO/Clerk of the Township of Chatsworth are hereby authorized to sign a Site Plan Agreement with Brenda Lee Calhoun and Douglas Wayne Calhoun, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this ____ day of _____, 2017.

Read a third time and finally passed this ____ day of _____, 2017.

Bob Pringle, Mayor

Patty Sinnamon, CAO/Clerk

Schedule "A" to By-law Number 2017-54

Township of Chatsworth

Site Plan Control Agreement

Brenda Lee Calhoun and Douglas Wayne Calhoun

Site Plan Control Agreement

This Agreement made this ___ day of _____, 2017.

Between **Brenda Lee Calhoun and Douglas Wayne Calhoun**

hereinafter called the OWNER of the FIRST PART

And **The Corporation of the Township of Chatsworth**

hereinafter called the TOWNSHIP of the SECOND PART

And **Ronald Kenneth Klages and Goldie Marie Georgina Klages**

hereinafter called the MORTGAGEE of the THIRD PART

Whereas the Owner is the registered owner of the lands described in Schedule A attached hereto (hereinafter referred to as the lands), and shown as "subject lands" on the drawing provided in Schedule B attached hereto;

And whereas Section 41 of the Planning Act, R.S.O. 1990, as amended authorizes municipalities to designate areas of Site Plan Control and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control;

And whereas by virtue of By-law Number 2017-53 of the Township of Chatsworth, the lands (described in Schedule A attached hereto) are subject to Site Plan Control and authorizes the Township to enter into this Agreement as a condition of development or redevelopment;

Now Therefore, this agreement witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other valuable consideration now paid by the Township to the Owner (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Municipality as follows:

1. Definitions

- a) The term "works" where it appears in this Agreement refers to any manner or thing required to be provided, constructed or maintained by the owner pursuant to this Agreement.
- b) Reference to "Site Plans", "Site Plan Agreement" or any derivative of these terms contemplates reference to Section 41 of the Planning Act, R.S.O. 1990, and amendments thereto and furthermore contemplates all those enumerated matters over which site development control relates.

2. Schedules

All Schedules attached hereto, or if not attached hereto but referred to in this Agreement, form part of this Agreement and are binding on the Owner. The Schedules include:

- a) Legal description of the subject property;
- b) Drawing showing the entire subject property;
- c) Site Plan conducted and prepared by Cobide Engineering Inc, referred to as Drawing No. 01603-SP1 and dated July 5, 2017, available for inspection at the Clerk's office during regular office hours. The entire Subject Property is not shown on the Site Plan.

3. Site Plan Works and Requirements

- a) The Owner agrees that no development on the subject property will occur other than that shown on the Site Plan referred to in 2 c) above;
- b) The Owner agrees that no development or site alteration will occur until a Permit has been issued by the Saugeen Valley Conservation Authority under Ontario Regulation 169/06, as amended.

4. Amendments

The Owner agrees that no development, redevelopment or works shall be undertaken other than in conformity with this Agreement. Any change in operations or requirements, or any development, redevelopment or works not expressly provided for under this Agreement shall require amendment to this Agreement and/or a new Agreement between the Owner and the Township. The Township may, upon application by the Owner, summarily grant minor modifications to the requirements of this Agreement provided that they are made in writing by the Township. The determination of what constitutes a minor modification is in the exclusive discretion of the Township.

5. Expenses

Upon application to the Municipality for the preparation of this Agreement, the Owner shall deposit with the Municipality the sum of Two Thousand Dollars (\$2,000.00). The Owner agrees to pay the Township the cost of the Township's Planner, Lawyer and Engineer for all costs involved in the processing of the Site Plan Control Agreement, for checking of Plans and specifications, and for supervision and inspection on behalf of the Township. As accounts are received from the Township's Planner, Lawyer and Engineer, they will be paid by the Township and then submitted to the Owner for reimbursement, so that the \$2,000.00 initial deposit will again be built up to enable the Municipality to pay the next accounts as they are received.

6. Agreement to be Complied With

It is understood and agreed that the issuance of a building permit by the Township, and any other works undertaken by the Owner, shall be contingent upon compliance with this Agreement in addition to all other relevant Township by-laws, and Provincial or Federal statutes and regulations. It is further understood and agreed that all development or works shall be restricted to those uses permitted under the Township's Zoning By-law.

7. Accuracy of Plans and Other Matters

All plans and diagrams attached to this Agreement as a Schedule or referred to in this Agreement, the Owner warrants are accurate as to all dimensions and other matters shown thereon. In the event that any material misrepresentation, whether accidental or otherwise is found to exist and which on reasonable grounds has prejudiced or compromised the Township's position, then the Owner shall be required, at its expense, to resolve all matters. Failing this, the Township may rectify the situation at the Owner's expense. For the above reasons, the Owner acknowledges the importance of having reliable and accurate plans and that the Township is relying upon them and is entering into this Agreement on that basis.

8. Notice

Any notice required or permitted to be given pursuant to the provisions of this Agreement may be given personally or shall be mailed to each party at the address hereinafter set out. If mailed, by ordinary prepaid first class post, it shall be deemed to have been received on the fourth day after it is postmarked.

To the Owners at: Brenda Lee Calhoun and Douglas Wayne Calhoun
559 Concession 10
RR 2
Dobbinton, ON
N0H 1L0

To the Municipality at: CAO/Clerk
Township of Chatsworth
316837 Highway No. 6
RR 1
Chatsworth, ON
N0H 1G0

9. Enforceability of Agreement

It is understood and agreed that the Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Owner by the Township in any such proceeding.

10. Registration

The Owner hereby agrees that this Agreement shall be registered on the title of the lands described in Schedule A attached hereto at the expense of the Owner and shall be binding on the heirs and assigns of the Owner. The Owner agrees to pay the Township's reasonable legal costs incurred by it in connection with the registration of this Agreement. Any minor modifications to this Agreement authorized under paragraph five (5) shall also be binding upon the lands and any and all persons associated therewith. It shall be the responsibility of anyone seeking particularization of minor modifications to determine same from the Township.

11. **Gender**

This Agreement shall be read with all changes in gender or number required by the context.

12. **Enurement**

This Agreement shall enure to the benefit of the parties hereto and their successors and assigns.

In witness whereof the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

And in witness whereof the natural parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND	)	THE CORPORATION OF THE TOWNSHIP OF
	)	CHATSWORTH
)	
)	
	)	Per: _____
In the presence of:	)	Bob Pringle, Mayor
)	
)	
	)	Per: _____
	)	Patty Sinnamon, CAO/Clerk
)	
)	
	)	BRENDA LEE CALHOUN AND DOUGLAS WAYNE
	)	CALHOUN
)	
)	
	)	Per: _____
	)	Brenda Lee Calhoun
)	
)	
	)	Per: _____
	)	Douglas Wayne Calhoun
)	
)	
	)	RONALD KENNETH KLAGES AND
	)	GOLDIE MARIE GEORGINA KLAGES
)	
)	
	)	Per: _____
	)	Ronald Kenneth Klages
)	
)	
	)	Per: _____
	)	Goldie Marie Georgina Klages

Schedule "A"

Legal Description of the Subject Property

Being Part Lot 22, Concession 4, Geographic Township of Sullivan, Township of Chatsworth, County of Grey, and described as Part 4 on Reference Plan 16R10231.

P.I.N. 371860336

Schedule "B"

Drawing Showing the Entire Subject Property

(Drawing is not attached. A copy is available for inspection at the Clerk's office during regular office hours.)

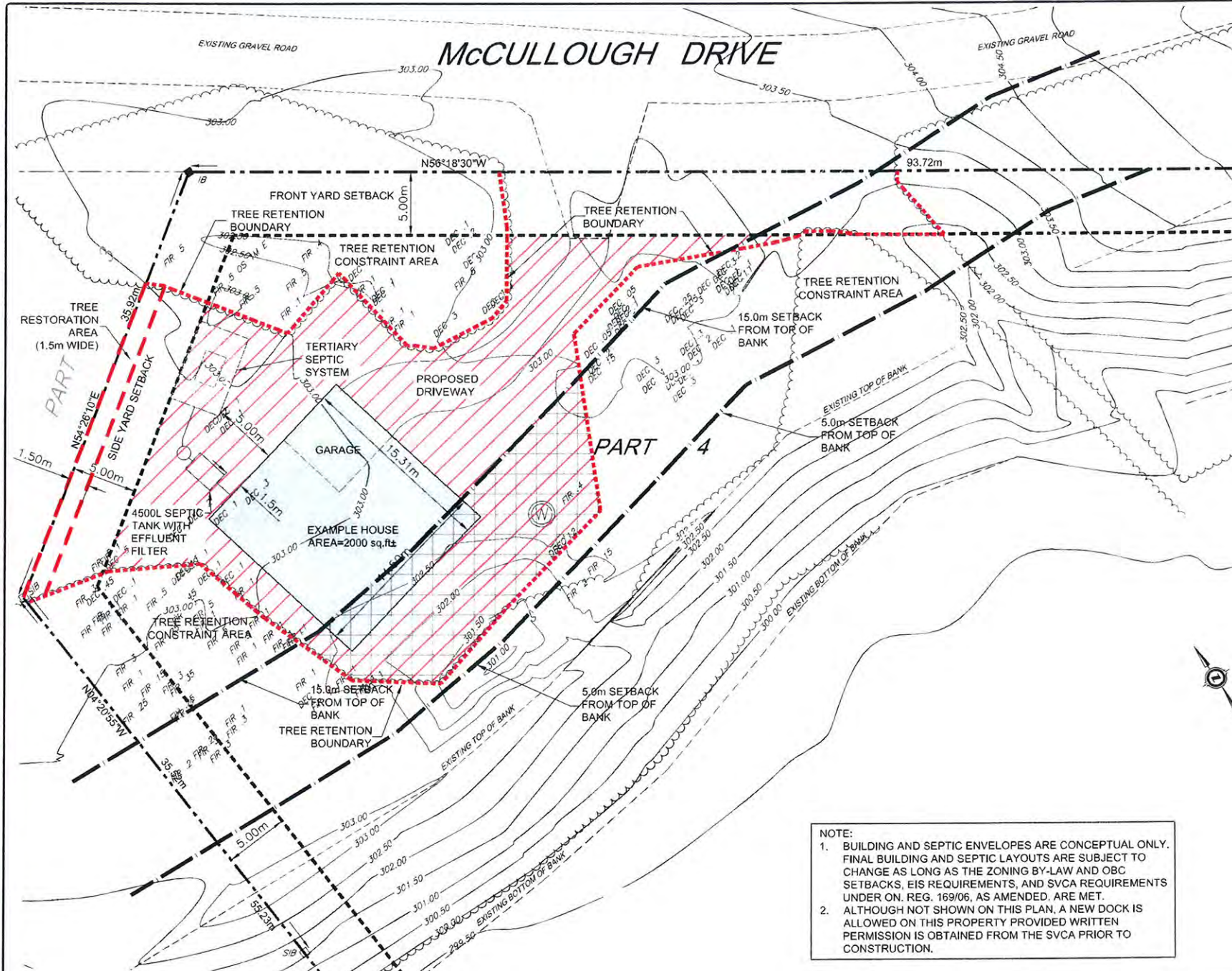
Schedule "C"

Site Plan

Site Plan conducted and prepared by Cobide Engineering Inc, referred to as Drawing No. 01603-SP1 and dated July 7, 2017, available for inspection at the Clerk's office during regular office hours. The entire Subject Property is not shown on the Site Plan.

(Site Plan is not attached. A copy is available for inspection at the Clerk's office during regular office hours.)

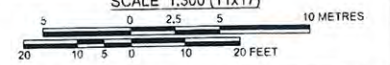
H:\Lot Grading Plans\01603 - McCullough Lane Lot Plan - Calhoun\DELIVERABLES\Drawings\Submissions\2017-07-07_Sixth Submission\01603-SP1 July 7-17.dwg Jul 07 2017 - 8:32am



LEGEND

- PROPERTY BOUNDARY
- TREE RETENTION CONSTRAINT AREA
- BUILDING SETBACK FROM TOP OF BANK
- ZONING BY-LAW SETBACK LIMIT
- EXISTING TREE LINE
- EXISTING CONTOUR LINE
- PROPOSED WELL
- DEVELOPABLE AREA = 884m²
- AREA IN WHICH FURTHER STUDY/DESIGN IS REQUIRED FOR THE PLACEMENT OF A SEWAGE DISPOSAL SYSTEM IN THIS LOCATION (PER EIS RECOMMENDATIONS).

- NOTE:**
1. COBIDE ENGINEERING INC. ASSUMES NO RESPONSIBILITY FOR BASEMENT CONDITIONS DUE TO GROUNDWATER.
 2. ALL FOOTINGS ARE TO BE CONSTRUCTED TO NATIVE SOIL OR PLACED ON STRUCTURAL FILL.
 3. GRADE TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
 4. PROPERTY BOUNDARY INFORMATION DERIVED FROM PLAN OF SURVEY BY DINSMORE & ENGLAND LTD. DATED FEBRUARY 13, 2012.



No.	DATE	DESCRIPTION	BY	APPD
6	JUL 7/17	SIXTH SUBMISSION	SJC	SJC
5	JUL 5/17	FIFTH SUBMISSION	SJC	SJC
4	APR 6/17	FOURTH SUBMISSION	SJC	SJC
3	MAR 14/17	THIRD SUBMISSION	SJC	SJC
2	FEB 15/17	SECOND SUBMISSION	SJC	SJC
1	AUG 30/16	FIRST SUBMISSION	BCD	JAH

REVISION / ISSUE				

Title: **PART OF LOT 22 (PART 4)
CONCESSION 4
GEOGRAPHIC TOWNSHIP OF SULLIVAN
TOWNSHIP OF CHATSWORTH
COUNTY OF GREY
SITE PLAN**

Client: **Mr. D. Calhoun**



DRAWING No. **01603-SP1**

- NOTE:**
1. BUILDING AND SEPTIC ENVELOPES ARE CONCEPTUAL ONLY. FINAL BUILDING AND SEPTIC LAYOUTS ARE SUBJECT TO CHANGE AS LONG AS THE ZONING BY-LAW AND OBC SETBACKS, EIS REQUIREMENTS, AND SVCA REQUIREMENTS UNDER ON. REG. 169/06, AS AMENDED, ARE MET.
 2. ALTHOUGH NOT SHOWN ON THIS PLAN, A NEW DOCK IS ALLOWED ON THIS PROPERTY PROVIDED WRITTEN PERMISSION IS OBTAINED FROM THE SVCA PRIOR TO CONSTRUCTION.