



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
BY-LAW NUMBER 3589-2022**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
DEVELOPMENT AGREEMENT**

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**WHEREAS** Conditions (4) of the United Counties of Leeds and Grenville Consent Granting Authority Decision on Applications B-182-21 and B-183-21, requested by the Township, was imposed in accordance with Sections 51 (26) of the Planning Act, R.S.O., 1990;

**AND WHEREAS** Conditions (4) require that a Development Agreement be entered into between the Township and the property owner related to the severed and retained lands under Severance Applications B-182-21 and B-183-21;

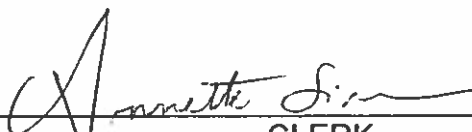
**AND WHEREAS** the Council of the Corporation of the Township of Augusta deems it advisable to enter into a Development Agreement with David Reaney for Part of Lot 15 and 16, Concession 6, in the Township Augusta, in the United Counties of Leeds & Grenville, in order to fulfill said conditions of approval;

**NOW THEREFORE** the Council of the Corporation of the Township of Augusta hereby enacts as follows:

1. **THAT** the Corporation enter into a Development Agreement with David Reaney addressing Conditions (4) of the Consent Granting Authority Decision on Applications B-182-21 and B-183-21, Vacant Lands Charleville Road, more particularly described in the Development Agreement;
2. **THAT** the Mayor and the Clerk are hereby authorized to execute an appropriate Development Agreement, to be attached hereto, to be registered on title to the severed and retained lands under Severance Applications B-182-21 and B-183-21;
3. **THAT** the development agreement attached hereto as Schedule 'A' shall form part of this By-Law.
4. **THAT** this By-Law shall come into force and effect upon the date of the final passing thereof.

**Read a first, second, and third time and finally passed this 26<sup>th</sup> day of September, 2022.**

  
MAYOR

  
CLERK

**Properties**

*PIN* 68168 - 0072 LT  
*Description* PT LT 15-16 CON 6 AUGUSTA PT 3, 15R8289; AUGUSTA  
*Address* CHARLIEVILLE ROAD  
 PRESCOTT

**Consideration**

*Consideration* \$1.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* REANEY, DAVID ALEXANDER  
*Address for Service* 7525 County Road 21  
 R.R.#2  
 Spencerville, Ontario  
 K0E 1X0

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* THE CORPORATION OF THE TOWNSHIP OF  
 AUGUSTA  
*Address for Service* 3560 County Road 26  
 R.R.2  
 Prescott, Ontario  
 K0E 1T0

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

I Brian G. Evely solicitor make the following law statement The by-law authorizing the Development Agreement was passed under Section 51(26) of the Planning Act, R.S.O., 1990..

**Signed By**

Danielle Nicole Deryaw	3 Court Terrace Brockville K6V 4T4	acting for Applicant(s)	First Signed	2023 06 23
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Tel 613-345-1907

Fax 613-345-4604

Brian George Evely	3 Court Terrace Brockville K6V 4T4	acting for Applicant(s)	Last Signed	2023 07 24
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Tel 613-345-1907

Fax 613-345-4604

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

WILSON/EVELY	3 Court Terrace Brockville K6V 4T4			2023 07 24
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Tel 613-345-1907

Fax 613-345-4604

The applicant(s) hereby applies to the Land Registrar.

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

DEVELOPMENT AGREEMENT made this 8 day of Dec, 2022.

**BETWEEN:**

**DAVID REANEY**

Of the Village of Spencerville, in the County of Leeds & Grenville  
Hereinafter called the “**Owner**” OF THE FIRST PART

And

**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA**

Hereinafter called the “**Township**” OF THE SECOND PART

**WHEREAS**, Condition (8) of Severance Applications B-182-21 and B-183-21 required the property owner to complete an Environmental Impact Study for the subject lands.

**AND WHEREAS** the Municipality and the Owner have agreed to implement the recommendations of the Environmental Impact Study (EIS) through a Development Agreement related to the Severed Lands and the Retained Lands, as described in Schedule “A” (“the Severed Lands” and “the Retained Lands”).

**AND WHEREAS**, the new resultant building lots on “the Severed Lands” and “the Retained Lands” located in Part of Lots 15/16, Concession 6, in the Township of Augusta, County of Grenville, are within 120 m of the PROVINCIALY SIGNIFICANT WETLANDS (PSW) designation under the Township’s Official Plan Schedule A.

**AND WHEREAS**, the new resultant building lot on “the Severed Lands” and “the Retained Lands” have Significant Woodlands, and 120m Significant Woodlands adjacent lands, under the Township’s Official Plan Constraints Schedule B.

**AND WHEREAS**, building envelopes have been identified on “the Severed Lands” and “the Retained Lands” through an Environmental Impact Study prepared by BCH Environmental Consulting Inc, as shown on Schedule “B”.

**NOW THEREFORE IN CONSIDERATION** of the approval by the Consent Granting Authority and to satisfy Condition (8) therein, the premises set out herein and other

valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree each with the other as follows:

1. The Owner hereby agrees to implement all recommendations as outlined in the report entitled Environmental Impact Study (EIS) Charleville Road, prepared by BCH Environmental Consulting Inc and dated July 2022, on both “the Severed Lands” and “the Retained Lands”, including but not limited to the following:

- 1- All lands outside of the proposed building envelope are to be maintained in a natural vegetated state.

- 2- The extent of any vegetation removal within the building envelope is to be minimized where possible.

- 3- All rules governing septic systems and wells must be followed and be kept in good operational order.

- 4- No ditches or watercourses are to be created. The site's hydrology is not to be impacted.

- 5- There will be no use of herbicides in clearing of vegetation.

- 6- Municipal by-laws and provincial regulations for noise will be followed.

- 7- To protect breeding birds, no tree or shrub removal should occur between April 15th and August 15th, unless a breeding bird survey is completed by a qualified biologist within five days of the woody vegetation removal and identifies no nesting activity.

- 8- Any tree in the vicinity of works but not slated for removal will have its critical roots zone protected by sturdy temporary fencing at least 1.3 metres in height installed from the tree trunk to a distance of ten times the retained tree's diameter where possible.

- 9- No grading, heavy machinery traffic, stockpiling of material, machinery maintenance and refueling, or other activities that may cause soil compaction are to occur within three metres of the critical root zone of the trees to be protected.

- 10- The root system, trunk, or branches of the trees to be protected are to be protected and not damaged. If any roots of trees to be retained are

exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth, burlap or woodchips and kept moist until the roots can be buried permanently. A covering of plastic should be used to retain moisture during an extended period when watering may not be possible. Any roots that must be cut are to be cut cleanly to facilitate healing and as far from the tree as possible. Overhanging branches from protected trees that may be damaged during construction are to be pruned by a qualified arborist prior to construction.

11- Exhaust fumes from all equipment during construction will not be directed towards the canopy of the adjacent protected trees.

12- To discourage wildlife from entering the work areas during construction, the site should be kept clear of food wastes and other garbage. Proper drainage should be provided to avoid accumulation of standing water, which could attract amphibians, birds, and other wildlife to the work areas.

13- All Category 2 Butternuts will be protected with a 25 m buffer or an authorization under the Ontario ESA will be obtained for its removal or harm and associated compensation.

2. Notwithstanding Section 1, the Owner further agrees that no development shall occur on "the Retained Lands" until such time as a full OWES evaluation is undertaken by a qualified consultant, to the satisfaction of the South Nation Conservation Authority and the Township, and all recommendations resulting from the OWES are implemented onsite.
3. The Owner agrees to construct future development on "the Severed Lands" and "the Retained Lands" within the buildable areas as defined by BCH Environmental and shown on Schedule 'B' attached hereto.
4. The Owner agrees that this Development Agreement will be registered on title to "the Severed Lands" and "the Retained Lands".

5. The Owner acknowledges that a portion of the subject lands is regulated by South Nation Conservation Authority under O.Reg. 170/06, and that the Conservation Authority should be contacted before any development or site alteration occurs on the property.
6. The Owner acknowledges and agrees that the Township may rely on this Agreement as an estoppel in any action commenced by the Owner related to the Township's refusal to issue a building permit where the Owner is in breach of this Agreement.
6. The Owner shall indemnify the Township against all actions, causes of action, suits claims, charges, fees, regulatory orders, prosecutions, expenses (including legal costs on a full recovery basis) and demands whatsoever that may arise from the actions of the Owner, that are not caused by the negligent acts of the Township, its employees, servants and agents, related in any way to this Agreement.
7. The Owner agrees to pay all costs of the Township associated with this Agreement with the intent that the Township shall not incur any expense arising from the preparation, implementation or enforcement of this Agreement unless otherwise expressly stated, and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.
8. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the *Arbitration Act* and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
9. Each party shall pay its own costs of the arbitration referred to in paragraph 8 herein, and shall share equally the costs of the arbitrator(s).

10. It is agreed between the parties hereto that every covenant, provision and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine gender, as the case may be, were expressed.
  
11. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of the Township's Zoning By-laws, as amended, or any by-laws of the Township that may now or in the future be in effect.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals on this as of the day and year first written above.

**SIGNED, SEALED AND DELIVERED**

In the Presence of



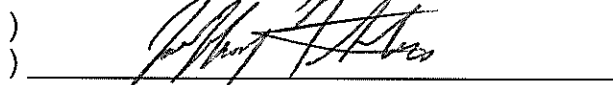
Danielle Nicole Deryaw, a Commissioner etc.,  
 Province of Ontario for Wilson, Evely  
 & Bickerton LLP, Barristers and Solicitors.  
 Expires January 19, 2026

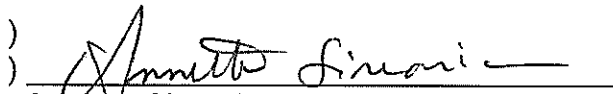
**THE OWNER**

)  
 )   
 ) \_\_\_\_\_  
 DAVID REANEY

**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA:**

Per:

)  
 )   
 ) \_\_\_\_\_  
 Jeff Shaver, Mayor

)  
 )   
 ) \_\_\_\_\_  
 Annette Simonian, Clerk

We have authority to bind the Corporation



**SCHEDULE "A"**

**DESCRIPTION OF LAND TO WHICH THIS AGREEMENT APPLIES**

**Severed Lands**

**B-182-21**

Part Lots 15 & 16, Concession 6  
Part 2 on Reference Plan 15R-12275  
Township of Augusta  
County of Grenville

**B-183-21**

Part Lots 15 & 16, Concession 6  
Part 1 on Reference Plan 15R-12275  
Township of Augusta  
County of Grenville

**Retained Lands**

Part of Lots 15 & 16, Concession 6,  
Part 3 on Reference Plan 15R-8289  
Save and Except Parts 1 & 2 on 15R-12275  
Township of Augusta  
County of Grenville

The Municipality is authorized to enter into this agreement and register it against the title to the lands, pursuant to subsection 51(26) of the *Planning Act*, R.S.O., 1990.

**SCHEDULE "B"**

**DEVELOPMENT ENVELOPES**

Details of the Development Envelopes prepared by BCH Environmental Consulting Inc. are showing on a plan which is available at the Municipal Office for public viewing.