



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3660-2023**

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

WHEREAS Condition (7) of the United Counties of Leeds and Grenville Consent Granting Authority Decision on Application B-166-22, requested by the Township, was imposed in accordance with Sections 51 (26) of the Planning Act, R.S.O., 1990;

AND WHEREAS Condition (7) requires that a Development Agreement be entered into between the Township and the property owner related to the severed and retained lands under Severance Application B-166-22;

AND WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to enter into a Development Agreement with Rob Thompson for Part of Lot 29, Concession 9, Parts 1 and 2 on Reference Plan 15R-12247, in the Township Augusta, in the United Counties of Leeds & Grenville, in order to fulfill said condition 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 Rob Thompson addressing Condition (7) of the Consent Granting Authority Decision on Application B-166-22, Vacant Lands on South Branch 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 Application B-166-22;
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 10th day of October, 2023.


MAYOR


CLERK

Properties

PIN 68173 - 0405 LT
Description PART LOT 29, CONCESSION 9 AUGUSTA, PARTS 1, 2 & 3 PLAN 15R12247;
TOWNSHIP OF AUGUSTA
Address SOUTH BRANCH
NORTH AUGUSTA

Consideration

Consideration \$0.00

Applicant(s)

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

Name MIKHAILSEN, KATHLEEN
Address for Service 419 Fernbank Road
Elizabethtown, Ontario
K6V 7C1

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
Prescott, Ontario
K0E 1T0

This document is being authorized by a municipal corporation The Corporation of the Township of Augusta.

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 Alexander Heath solicitor make the following law statement This notice is being registered in accordance with Severance Consent from the Corporation of the United Counties of Leeds and Grenville which required the owner/applicant to enter into a Development Agreement with the Township of Augusta in relation to the severed and retained lands.

Signed By

Alexander Heath 51 King Street East, Suite 201 acting for Signed 2024 07 08
Brockville Applicant(s)
K6V 1A8

Tel 613-342-1866

Fax 613-342-1634

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

Submitted By

ALEXANDER HEATH 51 King Street East, Suite 201 2024 07 08
Brockville
K6V 1A8

Tel 613-342-1866

Fax 613-342-1634

Fees/Taxes/Payment

Statutory Registration Fee \$69.95

Total Paid \$69.95

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

File Number

Applicant Client File Number : 23-01219
Party To Client File Number : 23-01219

DEVELOPMENT AGREEMENT made this 11th day of Oct, 2023.

BETWEEN:

KATHLEEN MIKHAILSEN

of the Town of Prescott, 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 (7) on Decision B-166-22 of the Consent Granting Authority of the United Counties of Leeds and Grenville requires the Municipality and the Owner to enter into a Development Agreement related to the Severed Lands and Retained Lands, located in Part of Lot 29, Concession 9, Parts 1 and 2, 15R-12247, in the Township of Augusta, County of Grenville, as described in Schedule “A” (“the Severed Lands” and “the Retained Lands”).

AND WHEREAS the Municipality and the Owner have agreed to implement the recommendations of a Natural Heritage Site Evaluation prepared by Ecological Services, as described in Schedule “B”, through a Development Agreement, and that this Development Agreement shall be registered on title to the Severed Lands and Retained Lands.

AND WHEREAS portions of the Severed Lands and Retained Lands are within the Provincially Significant Wetlands (PSW) designation and within the 120m Provincially Significant Wetlands (PSW) adjacent lands, under the Township’s Official Plan Schedule A.

AND WHEREAS the Severed Lands and Retained Lands are within the 120m Significant Woodlands adjacent lands, under the Township’s Official Plan Constraints Schedule B.

NOW THEREFORE IN CONSIDERATION of the approval by the Consent Granting Authority and to satisfy Condition (7) 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 the recommendations as outlined in the Natural Heritage Site Evaluation, prepared by Ecological Services, as described in Schedule "B", on both the Severed Lands and Retained Lands, including but not limited to the following:
 1. A 30 m separation for the MAM2-2/MAM2-6 habitat types (identified in Figure 1, but not the tributary portion, of the Natural Heritage Site Evaluation, prepared by Ecological Services and dated September 16, 2022) is recommended to avoid being in potential Category 2 Blanding's Turtle habitat.
 2. The Owner is hereby notified of the potential risks to turtles using driveways/future driveways for nesting purposes. Landowner information on nesting turtles is provided by the Leeds Grenville Stewardship Council <http://www.lgstewardship.ca/>.
 3. To protect breeding bats, any removal of large trees shall occur outside of the summer bat maternity roost season (April 1st to September 30th).
 4. To protect migratory breeding birds, no site clearing should occur between April 15th and August 15th, to avoid contravention of the *Migratory Birds Breeding Act*.
 5. Recommendations in the Natural Heritage Site Evaluation on the building envelopes identified for the east lot (the Retained Lands) and the west lot (the Severed Lands) shall be regarded, including the naturalization of the intervening land between building footprints and the wetland/fish

habitat/wildlife habitat, and riparian habitat. This naturalization could be done either passively (i.e., leaving it alone) or actively (i.e., with plantings), or a combination of both.

6. A 0.5 m vegetated berm is required at a pinch point between the road and an adjacent portion of potential swamp thicket habitat and that the intervening space be naturalized on the Retained Lands.

7. If naturalization on the lands are to include tree planting, this shall be done in coordination with the Rideau Valley Conservation Authority (RVCA) Forestry Technician.

2. The Owner agrees that this Development Agreement will be registered on title to Severed Lands and Retained Lands.
3. The Owner acknowledges that the Severed Lands and Retained Lands are regulated by Rideau Valley Conservation Authority (RVCA) under O.Reg. 170/06, and that the Conservation Authority should be contacted before any development or site alteration occurs on the property.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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).
9. 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.
10. 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

THE OWNER

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)
)

Kathleen Mikhailsen

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

Per:

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Jeff Shaver, Mayor

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Annette Simonian, Clerk

We have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF LAND TO WHICH THIS AGREEMENT APPLIES

Severed Lands B-166-22

Concession 9, Part Lots 29
Part 1 on Reference Plan 15R-12247
Township of Augusta
County of Grenville

SAID PARCEL being part of PIN 68173-0099

Retained Lands B-166-22

Concession 9, Part Lots 29
Part 2 on Reference Plan 15R-12247
Township of Augusta
County of Grenville

SAID PARCEL being part of PIN 68173-0099

SCHEDULE "B"

A full copy of the Natural Heritage Site Evaluation prepared by Ecological Services, dated September 16, 2022, is available at the Municipal Office for public viewing.