THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-70

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO A
SITE PLAN CONTROL AGREEMENT;

The Council of the Corporation of the Municipality of Northern Bruce Peninsula pursuant to
Section 41 of the Planning Act, R.S.O. 1990 as amended enacts as follows:

1. That the Mayor and Clerk-Administrator are hereby authorized to enter into
   a site plan agreement with Davis and McLay Developments Ltd. relating to
   the property known as Part Lot 25, Concession 8, W.B.R. in the former
   Township of Lindsay.

2. That a copy of said agreement be attached hereto and form part of this
   agreement as Schedule “A”.

3. That this by-law shall come into force and take effect upon the final
   passing thereof.

READ A FIRST AND SECOND TIME THIS 8TH DAY OF NOVEMBER, 1999.

[Signature]
MAYOR

[Signature]
CLERK-ADMINISTRATOR

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 8TH DAY
OF NOVEMBER, 1999.

[Signature]
MAYOR

[Signature]
CLERK-ADMINISTRATOR
SITE PLAN AGREEMENT

BETWEEN: Davis and McIay Developments Ltd.
P.O. Box 100
Lion's Head, Ontario NOH 1W0

AND: The Corporation of the
Municipality Northern Bruce Peninsula

Hereinafter called the
owners of the first part

Hereinafter called the
"Corporation" of the second part

WHEREAS the Corporation has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS the Owners represent and warrant that they intend to develop lands described in Schedule "A" to this agreement (hereinafter called the "said lands");

AND WHEREAS the Owners of the said lands have submitted plans to the Corporation for approval in accordance with subsection 41(4) of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS subsection 41(7)(c) of the Planning Act, R.S.O. 1990, as amended, authorizes the Corporation to require the Owners of the said lands to enter into an agreement with the Corporation dealing with the provision and approval of the plans referred to in subsection 41(4) of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The following Schedules, being a legal description of the lands affected by this agreement and the plans required by the Corporation pursuant to subsection 41(4) of the Planning Act, R.S.O. 1990, as amended, are hereby declared to form part of this agreement and are attached hereto:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>being the legal description of the lands affected (the said lands).</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>being the permitted site works and mitigation measures required for the lands as outlined in the document prepared by Aquatic and Wildlife Services, dated December 11th, 1998.</td>
</tr>
</tbody>
</table>

2. The attached Schedule "B" are hereby approved by the Corporation subject to the following conditions:
a) The Owners hereby agree that the development and mitigation measures shall be carried out and completed in accordance with the attached Schedule "B".

b) The Owners hereby agree to maintain to the satisfaction of the Corporation and at the sole risk and expense of the Owners those facilities, works or matters required to be provided under subclause b) of clause 2 hereof.

e) The approval of the attached Schedule "B" by the Corporation shall lapse if development of the said lands:

i) is not carried out and completed in accordance with the said Schedule "B"; or

ii) is not completed within twelve (12) months of the signing of this agreement, unless an extension has been agreed to in writing by the Corporation.

3. The Owners hereby acknowledge and agree that:

a) Pursuant to subsection 41(10) of the Planning Act, R.S.O. 1990, this agreement shall be registered against the said lands to which it applies and the Corporation is entitled to enforce the provisions hereof against the Owners, and subject to the provisions of the Registry Act and the Lands Titles Act, any and all subsequent owners of the land.

b) Pursuant to subsection 41(11) of the Planning Act, R.S.O. 1990, Section 325 of the Municipal Act applies to any requirements made under subclauses a), b), c), d) and e) of clause 2 hereof and to any other requirements made under this agreement.

c) The Owners will be responsible for the works as described in this agreement. It is agreed and understood that, in the event of an emergency situation, the Corporation, its servants, agents or employees may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the Owners' works. The Corporation agrees that prior to acting under this paragraph, it will make all possible efforts to notify the Owners of any emergency and will only act under this paragraph in the event of inability or failure to contact the Owners and/or failure of the Owners to correct the emergency forthwith. In the event that such entry and repair is required pursuant to the provisions of this paragraph, such entry and/or repair shall not constitute nor be deemed to be an acceptable or assumption by the Corporation of any liability in connection therewith nor shall it constitute a release of the Owners from any of its obligations under this Agreement whether financial or otherwise. In the event that it is necessary for the Corporation to act pursuant to the provisions of this paragraph, the cost of such entry together with the cost of emergency repairs shall be borne by the Owners and in the event that the Owners do not reimburse the Corporation for the cost of such emergency entry and repairs, within thirty (30) days of written notice, the Corporation may, at its option, collect monies owing through Section 325 of the Municipal Act.
d) The Corporation shall have the right to inspect the installation of the Works at all times. If at any time the work and construction of the services is, in the opinion of the Corporation not being carried out in accordance with Schedule B, then the Corporation may stop any part of the work on the installation of the services for any length of time, until such work has been placed in satisfactory condition.

4. This agreement may be amended at any time with the consent, in writing, of the Corporation and the registered Owners of the said lands at the time of such amendment.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL)

The Corporation of the
Municipality of Northern Bruce Peninsula

Milt McIvor

(SEAL)

Cathy Robins

(SEAL)

DAVIS & MCLAY DEUP. LTD.

Doug McLay

I have the Authority to Bind the Corporation
Schedule A

Legal Description

Part of Lot 25, Concession 8 WBR
Former Lindsay Township
Part 7 3R-6540
Part 1 3R-6540
Municipality of Northern Bruce Peninsula
FIGURE # 9B: Non - Developable Lands for Part # 1
From Survey Plan 3R - 6540
Scale 1inch = app. 200 feet

Note: All measurements and locations shown are approximate only and should not be considered as a legal survey.
5 MITIGATION

The following mitigative measures should be incorporated into the rezoning application and construction outlines to avoid any negative impacts to the natural heritage features found within this study area.

5.1 Figure # 9 is accepted by planning authorities as delineation of developable and non-developable lands within the study area for residential dwellings and septic systems only.

5.2 Vegetation removal is kept to a minimum. Building envelope, septic system and laneway constructions are the only approved sites for vegetation removal.

5.3 One residential home and accompanying septic system within the designated developable land on the 20-acre severance of part 7.

5.4 Two residential dwellings and accompanying septic systems outside the non-developable lands and above existing tree line, within the severance application for part 1 (5 acre and 15 acre parcels).

5.5 Two-laneway access points within severance part 1 at the following locations. Existing access road found within the 5 acre parcel (along property line of lot 25 & 24) to remain in current position, no further expansion or filling. Construction of second laneway for remaining 15 acres may continue in present location (northerly, along new severance boundary for these two parcel within the original severance part 1) until reaching new severance line for 5/15 acre parcel split. At such point, laneway should turn in a northwesterly direction keeping vegetation removal through vegetation community # 5 to a minimum. Once beyond this vegetation boundary, laneway construction should proceed in a westerly direction, no closer than 10 metres from property line separating the original severed boundary of part 1 and part 5 and 20 metres from the Alvar community. Encroachment for laneway access through the 30-metre fisheries habitat buffer zone is acceptable (bearing point # 1).

5.6 All laneway access areas to remain in a gravel top format, no non-porous construction material i.e. asphalt.

5.7 Due to site alterations and filling (along lot 24/25-property line) occurring prior to the undertaking of this report, a surface water connection point must be reestablished between the small wetland community on severance part 1 (vegetation community # 3) and Lake Huron. It is recommended that a 0.5 metre wide channel be dug down to an elevation of 178.5 in the northwest corner to this community connecting to the Lake Huron shoreline immediately to the west. This hydrological connection would then reestablish the functioning role this habitat provides and would be located within the 30 metre fisheries habitat setback zone.
5.8 Construction of building and septic systems not to occur between and including the months of December to April, during sensitive wintering habitat months.

5.9 All septic system placements must be above 179.5 metres in elevation and within existing tree lines

5.10 No use of chemicals or fertilizers

6 CONCLUSIONS AND RECOMMENDATIONS

Provincial policy 2.3.1 b) states

*Development and site alteration may be permitted in significant wildlife habitat and areas of Natural and Scientific Interest, if it has been demonstrated that there will be no negative impacts on the natural features or ecological functions for which the area is identified.*

Provincial Policy 2.3.2 states

*Development and site alteration may be permitted on adjacent lands to provincially significant wetlands if it has been demonstrated that there will be no negative impacts on the natural features or ecological functions for which the area is identified.*

The rezoning application for part 7 of survey plan 3R-6540 for a single residential dwelling on a 20-acre lot should have no negative impacts or loss of ecological functions to the Zinkan Island Cove ANSI, Significant Wildlife Habitat or Significant Habitat of Threatened Species, natural heritage features.

The rezoning and severance application for the original part 1 of survey plan 3R-6540 into one 5 acre parcel and one 15 acre parcel, each with one residential dwelling can be undertaken with no negative impacts or loss of ecological function to the Zinkan Island Cove ANSI, Sadler Creek Wetland Complex adjacent lands, Significant Wildlife Habitat of Little Pike Bay Deer Yard, Lake Huron shoreline fisheries habitat and Significant Habitat of Threatened Species, natural heritage features.

All comments contained in this report pertain to available literature and existing site conditions and natural heritage flora/fauna observations made during site inspections through September and October 1998. The assistance of Joe Johnson, author of the ANSI report and well-known Bruce Peninsula Botanist was sought out to help identify and map provincially significant plant species within this study area. All measurements were made with a 30.0 metre fiberglass tape and should not be considered a true land survey. All maps used are based on Ontario Base Maps, 1:10000 scale or survey plan 3R-6540 for this study area, dated August 16, 1996.