



# Seguin Township Report to Council

**Prepared for:** Township Council

**Department:** Development and Protective  
Services

**Agenda Date:** August 25, 2014

**Report No:** DPS-PL-2014-054

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**Subject:** Della Maestra Rezoning and Site Plan Applications

**APPLICATION NO.s:** R-2014-0001-H Rezoning  
S-2014-0003-H Site Plan

**Owner(s):** DELLA MAESTRA; Thomas Roy  
DELLA MAESTRA FAMILY LIMITED

**Agent:** Max Sherman – Macroplan Limited

**Subject Lands:** CON 2 PT LOT 8 geographic Township of Humphrey

**Civic Address** 155 BURGESS RD

**Roll No.:** 49-03-010-001-11200-0000

**Related Planning Applications:** Shore Road Allowance App – RAS-2012-0005-H

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## 1.0 Recommendation:

The following recommendation is made to Council respecting Rezoning Application No. R-2014-0001-H and Site Plan Application No. S-2014-0003-H.

1. That Rezoning Application No. R-2014-0001-H (DELLA MAESTRA) be approved to rezone lands located in Part Lot 8, Concession 2; Geographic Township of Humphrey and located on Lake Rosseau as follows:
  - a) That Map #30 to Schedule "A" to Township of Seguin Zoning By-Law No. 2006-125 be amended by rezoning the subject lands from the Shoreline Residential One "SR1" Zone to Shoreline Residential One Exception Ninety Four "SR1-94" Zone.
  - b) Table 6.4 of Section 6.4, Residential Zones – Exceptions, is hereby amended by adding a new Exception "SR1-94" after Exception "R1-93" as set out on Schedule "B" attached hereto and forming part of this By-law.
2. That Council grants conditional approval of Site Plan Application No. S-2014-0003-H being a site plan agreement between The Corporation of the Township of Seguin and Thomas Della Maestra and the Della Maestra Family Limited subject the agreement being finalized to the satisfaction of the Chief Administrative Officer and the Director of Planning and Development pursuant to Township's Site Plan Control By-law 2011-83.

## 2.0 Purpose of Report:

The subject lands are appropriately zoned for low density residential development. The purpose of the proposed zoning by-law amendment is to recognize new zoning standards as a result of the sports court and observation deck as well as the driveway entrance gate alongside Burgess Road. The proposed amendment is not directly related to the dwelling which conforms with the development standards of the zoning by-law or the underground utility service rooms for the swimming pool.

Rezoning application is to rezone the subject land from Shoreline Residential One (SR1) to Shoreline Residential One Exception Ninety-four (SR1-94) Zone to recognize the existing development subject to site plan control.

The proposed zoning by-law amendment (*Schedule B*) is to recognize the following existing development:

- Maximum lot coverage : 8.65%  
Permitted lot coverage: 5.5% (Section 6.3, Table 6.3 Zoning By-law 2006-125)
- Maximum height of sports court building and observation deck structure: 6.4m  
Permitted height for an accessory building or structure: 4.5m (Section 4.1.3)
- Maximum sports court pillar height: 10m
- Maximum fence height between pillars on Sports Court: 3.05m ( new) court  
Permitted height for an accessory building or structure 4.5m (Section 4.1.3)
- Maximum height of entrance gate 3.9m (revised from 3.66) , maximum gate pillar height 3.05m and maximum length 8.9m between supporting gate pillars all within the rear yard.  
Permitted height: 2m (Section 4.1.4)

The proposed by-law now also prohibits a boathouse and boat port as well as a roof or cover over the sports court and observation deck. The by-law amendment now also limits uses within 20m of the shoreline to a walkway to the existing dock, stormwater management facilities and a landscape irrigation system. The maximum dock area is also identified as being 168 square metres which is existing.

The site plan agreement further controls development of the property and provides for the protection and maintenance of trees and natural vegetation.

## 3.0 Background

February 10, 2014: Rezoning application R-2014-0001-H was submitted to resolve zoning conflicts arising from construction of the sports court and observation deck and the entrance gate. Application for site plan approval file S-2014-0003-H was also submitted to support the proposed zoning by-law amendment.

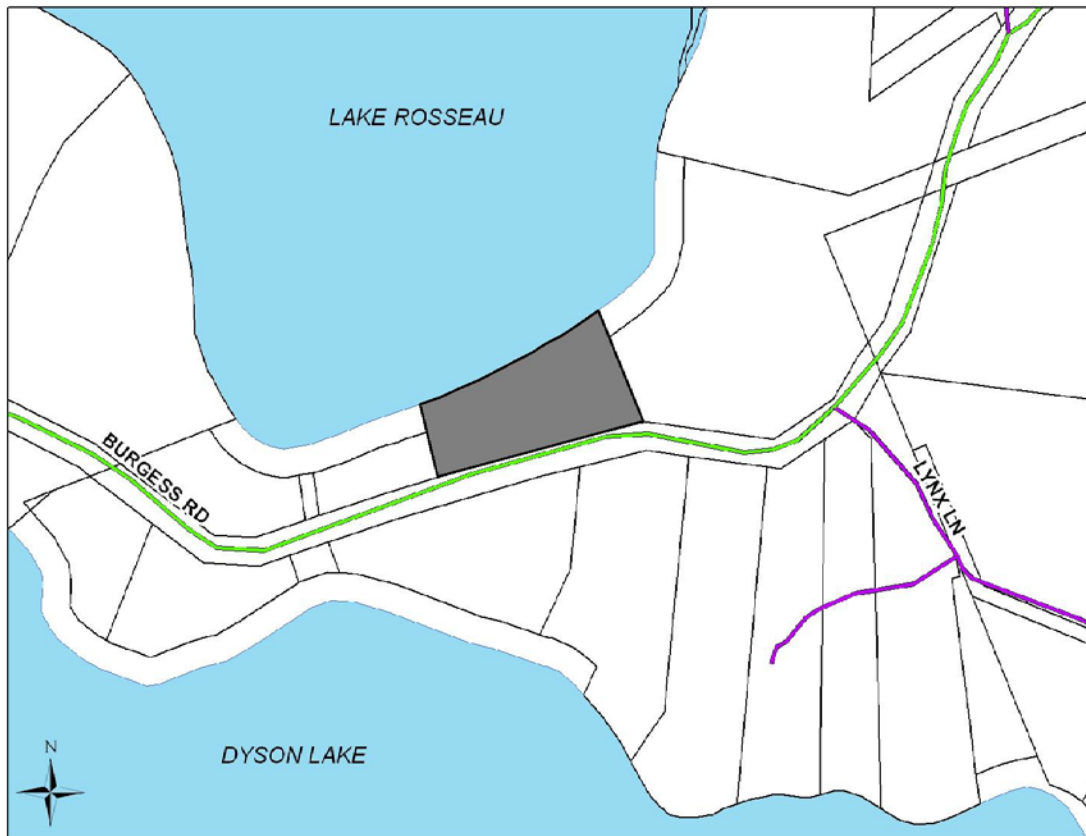
April 7, 2014: A Public Meeting was held pursuant to the requirements of the Planning Act. Various correspondence was received from area residents. Minutes of this meeting form Schedule 1 to this report.

June 16: Council visited the Della Maestra property and viewed it from Bass Bay.

July 21, 2014: Planning Department report identifying Council's options for dealing with the rezoning, site plan and shore road allowance applications filed by Mr. Della Maestra.

#### 4.0 Property Description:

**Figure 1: Subject Lands**



Frontage on Lake Rosseau (Bass Bay): 150m  
Lot area: 0.7 hectares

#### 5.0 Planning Considerations:

##### 5.1 Provincial Policy Statement (PPS) 2014

The PPS expresses provincial interests in local land use planning matters and all planning decisions must be consistent with the PPS. The proposed zoning by-law amendment is considered to be technical in nature. There are no matters of provincial interest associated with the proposed zoning by-law amendment.

## 5.2 Township of Seguin Official Plan

The subject Property is designated as **Shoreline Area**.

The relevant polices applicable to the proposed zoning by-law amendment are further discussed in Section 6 : Analysis of this report.

## 5.3 Township of Seguin Zoning By-law No. 2006-125

The subject lands are currently zoned **Shoreline Residential One (SR1) Zone** in the Township of Seguin Zoning By-law No. 2006-125.

The maximum lot coverage of 5.5 % permitted for the subject property is 490.12 square metres. The existing lot coverage is 8.65 % or 771 square metres and is distributed as follows:

- Dwelling: 406.6 square metres
- Deck above 1m in height: 29.2 square metres
- Underground Pool Utility Rooms: 69.6 square metres
- Sports Court: 199.3 square metres
- Observation deck: 66.3 square metres

Based on Table 6.3, the maximum dwelling gross floor area for this SR1 Zone property is 612.6 square metres. The size of the dwelling according to approved building plans is 512.6 square metres.

The maximum dwelling height permitted is 10m. The dwelling height according to approved building plans is 10 metres.

Section 4.1.3 establishes 4.5 metres as the maximum height of an accessory structure in an SR zone. The proposed amendment would recognize the following exceptions:

- Maximum height of sports court building and observation deck structure - 6.4m
- Maximum sports court pillar height - 10m
- Maximum 3.05m high chain link fence between sports court pillars

The dwelling and all accessory structures with exception of the entrance gate feature comply with the required yard setbacks.

Section 4.1.4 Accessory Structure Encroachments, allows fences and similar uses 2 metres in height or less in the area between the street line and the required yard. The entrance gate at 3.66 metres and supporting columns at 3.05 metres in height do not comply. A zoning exception to permit the gate feature is therefore being requested.

The subject property has a shoreline frontage of 150 metres. On this basis, the property could be eligible for a 2 slip, 1.5 storey boathouse if the SRA was owned and all other zoning standards were satisfied. A boathouse would be included in the calculation of lot coverage. There is no coverage capacity within the 8.65 percent lot coverage that is being requested to allow for a boathouse or boatport to be constructed.

## **6.0 Analysis:**

### **6.1 Revisions to the Proposed Zoning By-law Amendment**

A number of minor clarifications to the proposed zoning by-law amendment have been made since the public meeting to address the concerns expressed by area residents during and following the public meeting, Council's site visit on June 16, 2014 and additional staff discussions with the applicant's planner. Most of these clarifications place additional development controls on the property and include the following:

- Prohibiting a boathouse and boatport on the shoreline of the property
- Prohibiting the construction of a roof or cover above the sports court and observation deck
- Limiting uses within 20 metres of the shoreline to a maximum 2 metres wide walkway to the dock, storm water management facilities and irrigation system for vegetation and trees planted.
- Limiting the maximum dock area to 168 square metres as currently constructed ( no additional docking would be permitted)
- One revision to the proposed by-law has been added at the applicant's request. These include:
- Permitting a 3.05 metre high chain fence between the pillars on the sports court (The fence would be 0.55m below the maximum height of the pillar). The fence is considered appropriate for safety considerations as well as helping prevent balls from entering the natural areas within the SRA land and the lake.

Staff consider the above changes to the proposed by-law not requiring further public notice to be given by Council as permitted under Section 34(17) of the Planning Act RSO 1990.

### **6.2 Sports Court and Observation Deck- Lot Coverage and Height**

Official Plan Policies:

The proposed lot coverage of 8.65 percent applied for is to accommodate the foot print of the sports court and observation deck. Zoning By-law 2006-125 establishes the permitted lot coverage at 5.5 percent for this property within the front 60 metres of the lot.

An objective for development in waterfront areas in Section A.2.2 Waterfront Areas of the Official Plan is to limit the intensity of development to protect the visual qualities of the lake and protect the natural shoreline character.

Other general shoreline objectives relevant to the sports court and observation deck are noted in in Section C.3.1.1 of the Official Plan including the following:

- c) To preserve the visual qualities that attract people to the waterfront.*
- d) To maintain and protect the character of the shoreline residential areas.*
- e) To protect the natural features of the Shoreline Area and the immediate shoreline including fish habitat.*

Section C.3.13.11 b) Waterfront Building Design, states that the design of buildings shall have regard to the protection or provision of vegetative buffers.

Section C.3.1.3.11 f)i) states that the Zoning By-law implementing the Official Plan will limit lot coverage up to a maximum of 10 percent of the lot area within 60 metres of the front of the lot.

Another consideration in the proposed increase in the permitted lot coverage are the policies of the Official Plan respecting the creation of additional developable land through alteration of the landscape. Section C.3.1.3. 3 Limits of Shoreline Development does not permit the creation of lands suitable for development by blasting or filling the natural landscape. Section C.3.1.3.13 Waterfront Design has a similar policy.

*e) Site design shall generally not permit the alteration of the existing topography through filling, soil removal, or blasting, except where such activity minimizes visual impact. Development on steep slopes shall be subject to strict control and Site Plan Approval.*

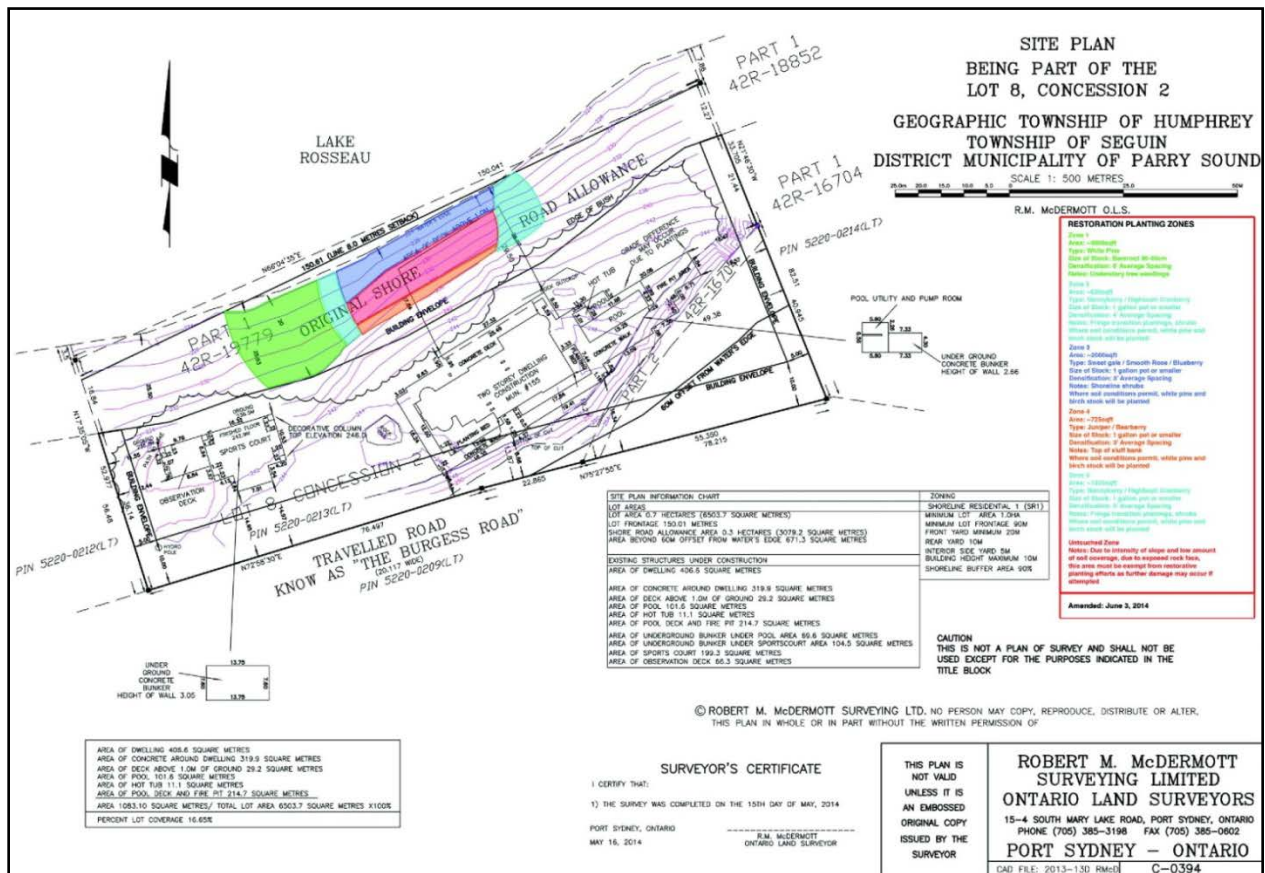
Discussion:

The maximum height of an accessory building in the Seguin Zoning By-law 2006-125 is 4.5 metres. The maximum permitted height of a dwelling is 10 metres. The height of the sports court pillars is 10m and the deck is 6.4m.

An objective of establishing a maximum lot coverage and controlling the height of structures is to control the massing of structural development and thereby reducing the visual impact as seen from the lake and adjacent properties.

Construction activities that occurred on the subject lands resulted in damage to the natural areas within the Shore Road Allowance (SRA) lands. A restoration plan ( Figure 2) was prepared by the owners' consultants and was reviewed and approved by the Township's peer reviewer, Beacon Environmental. The affected areas have been replanted with a variety of native shrubs and trees which are suitable for the sloping terrain and growing conditions.

**Figure 2: SRA Lands Restoration Plan**



In addition several large coniferous trees over 6m in height have been planted along side the sports court/observation structure to provide visual screening when viewed from Bass Bay. The 3.05m high chain link fencing that is proposed between the sports court pillars will also be screened by the trees. To maintain the trees and shrubs planted, an irrigation system has been installed throughout the shoreline area.

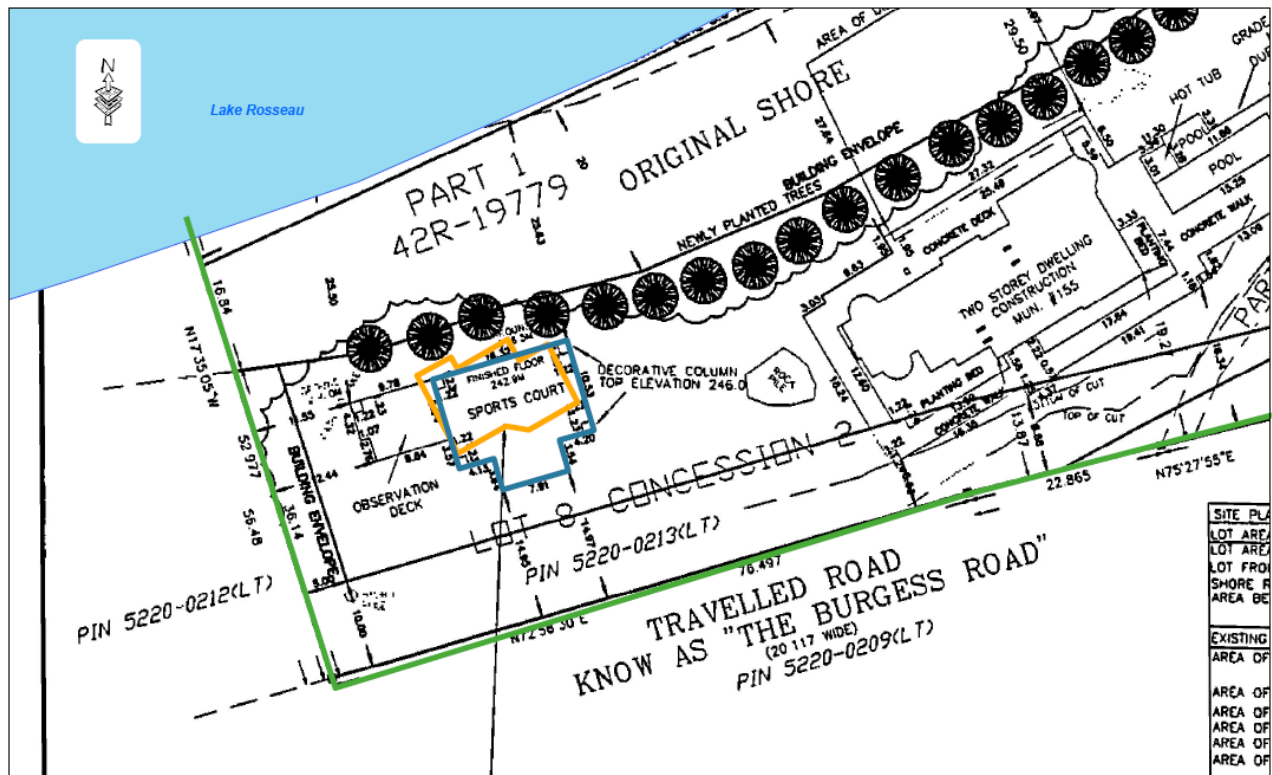
To control future use of these lands in zoning and assist in protecting vegetation, the proposed zoning by-law amendment limits uses on the SRA lands to storm water management facilities, irrigation facilities to maintain healthy vegetation and a walkway to the existing dock on the shoreline. In this way the zoning by-law amendment will also protect the steep slope on the property from development.

The proposed site plan agreement provides second level of control over the use of the SRA lands. It provides for the maintenance of the planted and natural vegetation that screens these structures. The restrictive covenant agreement recommended as a condition of selling the SRA represents a third level of control for future development of the shoreline area and maintaining it in a natural state.

The sports court and observation deck were constructed on the approximate foot print of the former cottage on the property (Figure 3) Site alteration that occurred for the new structure was generally within already disturbed area of the property. Considering this and the significant large new trees planted to screen the development from the

lake, staff believe that the general intent of these Official Plan policies is being maintained.

**Figure 3. Development Footprint of Former Cottage and Sports Court**



490301000111200  
DELLA MAESTRA THOMAS ROY



- Lot Line
- Old Cottage Footprint
- New Sports Court

**Map Disclaimer**  
The information shown here is compiled from numerous sources and may not be complete or accurate. Seguin Township is not responsible for any errors, omissions or deficiencies on this drawing. This is intended for the staff of Seguin Township for planning purposes.  
Projected UTM Zone 17N, NAD83  
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### 6.3 Entrance Gate

Zoning:

The standard of 2 metres for the height of a gate or fence is intended to keep these structures to a modest size that they do not cause undesirable visual intrusions along the road. The intent is also to limit adverse effects on neighbouring lands restricting sunlight and airflow or potentially resulting in traffic issues by obstructing view corridors if located too close to the roadway. In settlement areas, where homes are spaced closer to one another and so are their driveways, limiting height to 2 m is accepted as a general development standard to minimize potential adverse effects while providing personal privacy and security. The proposed by-law would permit the gate to be 3.66m in height, 8.9m wide and supported by pillars that are 3.05m in height.



Discussion:

The subject lands are located in a rural shoreline area and have approximately 155 metres of frontage on Burgess Road. The driveway of the immediately adjacent westerly property is approximately 100 metres from the Della Maestra entrance. The driveway for the immediately adjacent easterly property is 75 metres away. The driveway for the property directly across Burgess Road is over 100 metres away.

Significant coniferous tree planting has been done along the entire frontage of the property along Burgess Road. The trees planted exceed the height of the entrance gate feature. The gate feature therefore is not out of scale or visually intrusive from the road.

The Township Director of Public Works has previously indicated that the structure is beyond the ditch line and presents no hazard for the winter maintenance or traffic on Burgess Road.

The proposed increase in height of the gate entrance feature under these circumstances maintains within the general intent of the zoning by-law.

#### **6.4 Proposed Site Plan Agreement**

Mr. Della Maestra has submitted an application to enter into a site plan agreement. Key elements of the draft agreement recommended by Staff include:

- A five year maintenance period (as recommended by the residents of Bass Bay) for the vegetation that has been planted within the SRA lands and adjacent to the sports court with a financial security should the Township be required to undertake any maintenance or replanting the owner does not do.
- Two year maintenance period for trees planted along Burgess Road and the storm water and landscape irrigation systems.
- A stormwater management plan that it to be implemented and properly maintained.
- Regular inspections and reports on the storm water management system by a qualified professional engineer including after significant rainfall events during the maintenance period.
- A landscape plan identifying plant species, sizes and numbers planted and to be maintained in a healthy growing state.
- Dark sky compliant lighting on the property including the ability for the Township to peer review the lighting at the owner's expense.
- Including the SRA restoration plan in the agreement and identifying all of the SRA lands with the exception of the walkway to the dock as being maintained as protected areas and allowed to regenerate.

A copy of the draft site plan agreement prepared by the Township's Solicitor, Ed Veldboom, forms Schedule 3 to this agreement.

**7.0 Conclusions:**

The intent of the Official Plan polices and Zoning By-law is to protect the shoreline area and minimize negative visual and environmental impacts of development. These objectives can be generally met with the strict controls being placed on the property and the significant shoreline planting of large trees and re-naturalization that has been completed.

The sports court and observation deck and the entrance gate do not present a significant visual impact as seen from Bass Bay or Burgess Road.

The proposed zoning by-law amendment is considered to be in general conformity with the Seguin Official Plan and the intent of Zoning By-law 2006-125.

The site plan agreement will require that the property and all structures and landscaping are properly maintained. The agreement requires that the remaining shoreline vegetation is left in a natural state and the restored areas are properly maintained so they can regenerate. The agreement includes a requirement for securities to be provided by the owner should they be required by the Township to replace trees or make repairs to the stormwater management and irrigation systems.

Subject to Council's approval in principle of the site plan agreement, staff propose to finalize the agreement with Mr. Della Maestra pursuant to the Township's Site Plan Control By-law 2011-83. Final site plan approval can be provided by the CAO and the Director of Planning and Development once they are satisfied with the agreement.

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**Submitted by:**

**Reviewed by:**



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Chris Madej, MA, MCIP, RPP  
Director of Planning and Development

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Tom Stockie, CAO

**Attachments:**

- Schedule 1 – Excerpt of April 7, 2014 Council Meeting Minutes
- Schedule 2 – Draft Rezoning By-law No. 2014-064
- Schedule 3 – Draft Site Plan Agreement

CM/TS/lqw

## Resolution No. 2014-083

**Moved by:** Councillor Jack Hepworth **Seconded by:** Councillor Everett Jacklin  
"THAT Council of The Corporation of the Township of Seguin does hereby adjourn the Regular Meeting to hold a Public Meeting for the following matter:

- Rezoning Application No. R-2014-0001-H (Della Maestra)."

**CARRIED**

The Mayor advised Council would now hold a public meeting regarding the following application to amend the Zoning By-law:

- Application No. R-2014-0001-H (Della Maestra) Lake Roseau, Civic Address 155 Burgess Road. The Owners have applied to rezone the lands from the Shoreline Residential One (SR1) Zone to Shoreline Residential One Exception Zone (SR1 exception) to recognize the existing development:
  - Maximum lot coverage - 8.65% (5.5% permitted).
  - Maximum height of sports court building and observation deck structure - 6.4m (4.5m permitted).
  - Maximum sports court pillar height - 10m (4.5m permitted).
  - Maximum height of entrance gate 3.66m, maximum gate pillar height 3.05m and maximum length 8.9m between supporting gate pillars all within the rear yard. (2m height permitted).

The Mayor advised the purpose of this public meeting is for Council to receive public comments for further consideration and that Council would not be making a decision respecting the proposed amendment at this public meeting.

The Mayor asked the Clerk to state the method by which Notice of the meeting was provided and the dates on which that Notice was provided for the proposed amendment.

The Clerk advised Notice was provided by first class mail and by posting on March 14<sup>th</sup>, 2014.

The Mayor advised anyone who wished to receive Notice of the passing of this zoning by-law not owning land within 120m of the area to which it applies and who had not submitted such a request in writing should provide their full name and address to the Clerk before leaving the meeting.

The Mayor advised Council would consider all matters placed before it before passing a zoning by-law. As required by Section 34 of the Planning Act, R.S.O. 1990, c. P.13, the Mayor informed the public if a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Seguin before the by-law is passed, the person or public body is not entitled to appeal the decision of Council of the Township of Seguin to the Ontario Municipal Board and the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

The Mayor asked if the Township had received any correspondence with respect to the Application.

The Clerk advised correspondence had been received from the Ministry of Transportation Ontario, Rod Smith, Steve daCosta, Susan and Doug Gunton, Grant and Debbie Hume, Gabby and Phillip Ettin, Barb and Mike Loma, Barbara Mann, D'Arcy Dunal, Sandra Mann & Bruce Muir, Bill & Sharon French, Neil Paton, Jeffrey & Lee Ann Mann, Barbara Devitt, Nancy & Kenneth Croitoru, Pilar Bianco, Susan Eplett & Jim Walker, Maureen Partridge & Brian Wiltshire, Joy & John Crysedale, Sharon & Brian Read, John Jackson representing various property owners, David & Mary Anne Peacock, Eric Oliver & Rhondda Lymburner, Robb Hindson, Stephen, Barry & Catherine Craig, Steven & Tobey Lang and, the Muskoka Lakes Association.

The Mayor asked if there was anyone present who wished to speak in favour of the Application.

Mr. Max Sherman of Macroplan Limited, agent for the Applicant spoke to correct an error that had been made in the Application related to the gross floor area and to explain the history of the development and mitigation efforts undertaken by the Applicant. Mr. Sherman also responded to questions from Council.

The Mayor asked if there was anyone present who wished to speak in opposition to the Application.

John Jackson of John Jackson Planner Inc., agent for various ratepayers in the area of the development spoke to state their opposition to the Application. Mr. Jackson also submitted his comments in writing.

Lanny Dennis of Wayne Simpson & Associates, agent for various ratepayers in the area of the development spoke in opposition to the Application. Mr. Dennis stated he believes the development does not meet the intent of the Township's Official Plan and Zoning By-law and does not represent good planning. Mr. Dennis submitted photographs of the subject lands and adjacent properties to illustrate the visual impact of the development.

Susan Eplett spoke in opposition to the Application. Ms. Eplett also submitted her comments in writing.

Jim Walker spoke in opposition to the Application and also submitted his comments in writing. Mr. Walker would like to see the sports court removed.

Steve Lang spoke in opposition to the Application and also submitted his comments in writing.

Eric Oliver spoke in opposition to the Application and also submitted his comments in writing.

### **Resolution No. 2014-084**

**Moved by:** Councillor Everett Jacklin **Seconded by:** Councillor Jack Hepworth  
"THAT the Public Meeting held for the following matter is hereby closed and the Regular Meeting is reconvened:

- Rezoning Application No. R-2014-0001-H (Della Maestra)."

**CARRIED**

Council directed staff to, when the weather permits, schedule a site visit of Council and staff for the Della Maestra property.

**Schedule 2: Draft Rezoning By-law No. 2014-064**

**THE CORPORATION OF THE TOWNSHIP OF SEGUIN  
BY-LAW NO. 2014-064**

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"Being a By-law to amend Township of Seguin Zoning By-law No. 2006-125"  
4903-010-001-11200-0000, R-2014-0001-H, 155 Burgess Road

**WHEREAS** the Council of The Corporation of the Township of Seguin received and considered an application to amend the Township of Seguin Zoning By-law No. 2006-125 respecting lands described as Part Lot 8 Concession 2, known municipally as geographic Township of Humphrey now Township of Seguin; and,

**WHEREAS** Council has the authority pursuant to Section 34 of the Planning Act R.S.O. 1990, Chapter P.13 as amended, to pass amendments to the Zoning By-law; and,

**WHEREAS** Council has approved the application to amend the By-law and deems it appropriate to pass this By-law;

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

- 1.** Map 30 to Schedule "A" to Zoning By-law No. 2006-125 is hereby amended by rezoning those lands described as Part Lot 8 Concession 2 from the Shoreline Residential One "SR1" Zone to Shoreline Residential One Exception Ninety-four "SR1-94" Zone. as shown on Schedule "A" attached hereto and forming part of this By-law.
- 2.** Table 6.4 of Section 6.4, Residential Zones – Exceptions, is hereby amended by adding a new Exception "SR1-94" after Exception "R1-93" as set out on Schedule "B" attached hereto and forming part of this By-law.
- 3.** This By-law shall take effect from the date of passage by Council and shall come into force in accordance with the provisions of the Planning Act R.S.O. 1990, Chapter P.13 as amended.

**BY-LAW** read a **FIRST**, **SECOND** and **THIRD** time and finally **PASSED** and **ENACTED** this 25<sup>th</sup> day of August 2014.

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David Conn  
Mayor

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Craig Jeffery  
Clerk

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The Corporation of the Township of Seguin  
By-law No. 2014-064  
Schedule 'A'  
Part Lot 8, Concession 2 (Humphrey)  
Map # 30



Lands to be rezoned from the Shoreline Residential One (SR1) Zone to the Shoreline Residential One Exception -Ninety Four (SR1-94) Zone.

NTS



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**THE CORPORATION OF THE TOWNSHIP OF SEGUIN**

**SCHEDULE "B"  
TO BY-LAW NO. 2014-064**

**Amendment to Table 6.4 of Section 6.4 – Residential Zones – Exceptions:**

Column 1 Exception Number	Column 2 Additional Permitted Uses	Column 3 Only Uses Permitted	Column 4 Uses Prohibited	Column 5 Special Zone Requirements	Column 6 Other Special Provisions
SR1-94		Within 20m of Shoreline: <ul style="list-style-type: none"><li>• 2m wide walkway to dock</li><li>• Stormwater management facilities</li><li>• Landscape irrigation system</li></ul>	Boathouse Boatport	<ul style="list-style-type: none"><li>• Maximum lot coverage - 8.65%</li><li>• Maximum height of sports court building and observation deck structure - 6.4m</li><li>• Maximum sports court pillar height - 10m</li><li>• Maximum 3.05m high chain link fence between sports court pillars</li><li>• Maximum height of entrance gate 3.66 m, maximum gate pillar height 3.05m and maximum length 8.9m between supporting gate pillars all within the rear yard.</li></ul>	Maximum dock area 168m <sup>2</sup>  No roof or cover over the sports court building and observation deck

**Schedule 3: Draft Site Plan Agreement**

**SITE PLAN AGREEMENT**

"155 Burgess Road"

THIS AGREEMENT made between:

**DELLA MAESTRA FAMILY LIMITED PARTNERSHIP LIMITED AND  
ROY THOMAS DELLA MAESTRA**

hereinafter the "Owner"  
OF THE FIRST PART

- AND -

**THE CORPORATION OF THE TOWNSHIP OF SEGUIN**

hereinafter called the "Municipality" or "Township"  
OF THE SECOND PART

WHEREAS the Owner has applied for a Zoning By-law Amendment and Site Plan Approval to recognize the existing development on the Owner's lands;

AND WHEREAS the Owner has recently purchased the original shore road from the Township and such lands are subject to restrictive covenants (which covenants are appended as Schedule F);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS - This Site Plan Agreement applies to the Owner's lands which are described in Schedule "A" (hereinafter referenced as "the Owner's lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that all development of or work performed on the Owner's lands shall be in compliance with:

- a) the provisions of this Agreement;
- b) the Approved Plans referenced in Schedule "B";
- c) all Schedules hereto attached;
- d) all applicable Municipal By-laws and all Provincial Legislation.

1.3 RELIANCE UPON REPRESENTATIONS - The Owner acknowledges that:

- a) the Municipality has entered into this Agreement in reliance upon the representations set out in herein.

1.4 SCHEDULES ATTACHED - The following schedules are attached to this Agreement:

- Schedule "A" - Legal Description
- Schedule "B" - The Approved Plans
- Schedule "C" - Engineering and Development Standards



Schedule "D" - Registration and Conveyancing  
Schedule "E" - Cash Deposits and Security  
Schedule "F" - Restrictive Covenants

## 2. MODIFICATION OF PLANS AND SPECIFICATIONS

2.1 There shall be no changes in the Schedules attached hereto, or to any Plans and Specifications filed and accepted by the Township concerning the Owner's lands unless such changes have been first submitted to, and accepted by, the Municipal Chief Administrative Officer ("C.A.O."), or other authorized representative.

## 3. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

3.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:

- a) Taxes - have paid all municipal tax bills issued and outstanding on the Owner's lands,
- b) Cash Deposits, Capital Levies & Security - have delivered to the Municipality all cash deposits and security setout in Schedule "E" attached,
- c) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,
- d) Postponements Mortgage/Charge - have filed with the municipal solicitor, for his approval, a postponement of any Mortgage/Charge in favour of this agreement, including those listed in Schedule D.

## 4. WORKS ON MUNICIPAL LANDS

4.1 Municipal Services Constructed by the Owner for the Municipality - None.

## 5. INTERNAL WORKS

5.1 The Developer will construct and install at its expense all required internal site services/works on the Owner's lands as shown on the Plans referenced in Schedule B in accordance with all applicable federal, provincial and municipal standards, specifications and/or regulations. The internal services include (generally) all landscaping, roads and parking areas, waste management facilities, stormwater management works and outdoor lighting.

5.2 Maintenance - The Owner agrees that there shall be no further development of the Owner's lands except in accordance with the Township's site plan control by-law, the site plan and this agreement. The Owner shall maintain all internal site services/works so that they will at all times be in good working order and in conformity with the terms of this Agreement.

5.3 Dark Sky Compliant Lighting - The Owner agrees:

- a) that all exterior illumination will be "dark sky compliant" and techniques including "full cutoff" and "non-visible reflective" forms of lighting will be employed; in order to ensure dark sky compliance the Owner shall:
  - i) provide detailed lighting plans, including specifications for all lighting fixtures shown thereon, to the Township for approval;
  - ii) supply written certification to the Township from a qualified illumination professional that plans and fixtures shown thereon

are dark sky compliant;

b) that the Township may opt to have the foregoing plans and certification reviewed by a qualified professional at the sole cost and expense of the Owner (for which a deposit may be required) and that the Township may require the plans to be amended in accordance with any recommendations made by the peer review consultant.

## 6. GENERAL DEVELOPMENT STANDARDS

6.1 The Owner shall ensure that all construction activities shall not commence until Permits are issued by the Chief Building Official where applicable.

6.2 The Owner shall restore, reinstate and repair any damage caused to pavement, curbs, sidewalks, boulevards, electrical poles and installations, and other Municipal works and facilities arising as a result of the conduct of work identified in section 5. The provisions of this paragraph shall apply to payment to the Municipality of its costs and expenses incurred as a result of default of the Owner to fulfil this requirement.

6.3 The Owner agrees to maintain the exterior of all buildings and any fences and drainage works in good order, and to remove from the lands all papers, debris, refuse and discarded material of any sort, on a continuous basis, during the construction of the project.

6.4 The Owner shall, on a continuous basis during construction, maintain the streets abutting the Owner's lands, which are littered by mud or other material by vehicles involved in construction, clear of mud, dust and other material to the satisfaction of the Director of Public Works of the Municipality. Upon any default by the Owner to so maintain the streets, the Director of Public Works may, in his sole discretion, arrange for the required cleaning to be performed and the cost incurred in so doing shall be recovered from the Owner from the securities elsewhere herein required, or the same may be added to the Tax Collector's Roll and collected in the same manner as Municipal Taxes.

6.5 The Owner shall ensure that at all times, until construction within the lands is complete, provide and maintain parking spaces on the Owner's lands adequate to accommodate parking of vehicles of construction personnel and shall, to the extent legally possible, enforce the requirement that all construction personnel park within the site and not on adjacent or neighbouring streets.

6.6 The Owner covenants and agrees to arrange for private snow removal from the project. The Owner acknowledges that the Municipality will not provide snow removal services within the project. The Owner shall, on a continuous basis, ensure that snow is regularly removed from the site when the designated snow storage areas as shown on the Site Plans (if any) are full. The Owner shall not store or provide for snow storage in any area immediately adjacent to a municipal street.

6.7 The Owner covenants and agrees to enter into a contract with a garbage collection contractor for garbage collection upon the Owner's lands if required by the waste authority. Such garbage shall be deposited and stored in the area(s) shown (if applicable) on the Site Plan attached hereto in Schedule "B". The Owner specifically releases and forever discharges the Municipality from any obligation of providing garbage collection services to the Owner's lands.

6.8 The Owner shall ensure that the performance of all works and procedures during development, whether by the Owner or its employees, servants or agents, or its contractors or subcontractors, shall be so performed as not to constitute an unreasonable nuisance or unreasonable disturbance through noise or vibrations to abutting or nearby properties or the owners thereof, and the Owner shall comply with and shall ensure that all of its contractors and subcontractors comply with written instructions issued by the

Municipality's Enforcement Department concerning any such unreasonable nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

## 7. EMERGENCY SITUATION

7.1 If as a result of any work undertaken by the Owner, or its servants, or agents, there exists in the opinion of the Municipal Engineer an emergency situation which requires immediate attention to avoid damage to private or public property or services owned by the Municipality, such work may be done immediately by the Municipal Engineer at the expense of the Owner, but notice shall be given to the Owner at the earliest possible time.

## 8. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

8.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the Owner's lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that he will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the Owner's lands, or for the purpose of giving effect to the provisions required under this Development Agreement.

## 9. WARRANTIES

9.1 The owner shall provide security for the warranties identified in Schedule "E".

9.2 With respect to the five year warranty identified in Schedule "E" (related to landscaping/revegetation on former SRA) the Owner shall:

- a) retain a qualified arborist or biologist to conduct annual inspections of the restored trees vegetation and other plantings covered by this warranty and who shall provide a report to the Township on the condition of the vegetation, which may include recommendations for replacement/replanting of any new plantings that are not thriving; and
- b) the owner shall implement any recommendations set out in the report as directed by the Municipality.

Warranty security shall be released upon the expiry of the applicable period and upon the delivery of written confirmation from a qualified arborist or biologist that such landscaping/vegetation/trees are in a healthy condition.

9.3 With respect to the two year warranty identified in Schedule "E" (related to stormwater management/erosion) the Owner shall retain a qualified engineer to:

- a) monitor and report on erosion control measures/conditions on the site by conducting regular inspections of the site which inspections shall occur:
  - i) after significant rainfall events (need a trigger mm/hour or 24 hour period);
  - ii) at least once on a date between Nov 1 and Dec 15, and
  - iii) at least twice during the "spring thaw" (the period between March 15<sup>th</sup> and May 15<sup>th</sup> as conditions dictate).
- b) prepare inspection reports outlining the results of the inspections any recommendations to address erosion concerns and the transport of any sediment into the lake.

The owner shall implement any recommendations set out in the report referenced in subsection (b) as directed by the Municipality. Warranty security shall be released upon

the expiry of the applicable period and upon the delivery of written confirmation from the engineer that no further erosion or sediment transport into the lake is occurring.

## 10. EXPENSES TO BE PAID BY OWNER

10.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

10.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, Landscape Architect or Engineer (as applicable) in connection with all work to be performed as a result of the provisions of this Agreement.

10.3 All expenses for which demand for payment has been made by the Municipality shall bear interest at the rate of 12% per annum commencing 30 days after demand.

10.4 In the event that the Municipality, acting reasonably, finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.

## 11. CASH DEPOSITS AND SECURITY - SCHEDULE "E"

11.1 The Owner shall lodge with the Municipality, those cash deposits and security more particularly described in Schedule "E", and at the dates specified therein.

11.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits, and security set out in Schedule "E" attached, the Owner shall pay such excess charges within 30 days after demand by the Municipality, or if less, such excess deposit or security shall be refunded upon the acceptance of the Municipal Services and the satisfaction by the Owner of all other obligations under this Agreement.

## 12. DEFAULT, SECURITY AND REALIZATION

12.1 Default and Entry - Where the Owner is in default under any of the provisions of this Agreement, the Municipality, if it so elects shall have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Owner under this Agreement, or to arrange for such works to be completed on behalf of the Owner. In furtherance of such work the Municipality is authorized to use and realize upon the security held under this Agreement.

12.2 Any security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Owner.

12.3 Exceeding Cost Estimates - If the costs of completing such work or service, exceeds the amount of security held by the Municipality, such excess shall be paid by the Owner to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 12% per annum.

12.4 Save Harmless - The Owner on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly be reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its

servants or agents or sub-contractors.

12.5 The Construction Lien Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30, this will constitute a default and entitle the Municipality to realize upon its security.

12.6 Surplus - In the event that the Municipality realizes upon security to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

### 13. ATTACHED SCHEDULES

13.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

### 14. RESTRICTIVE COVENANTS

14.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the Owner's lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.

14.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the Owner's lands.

### 15. INDEMNIFICATION FROM LIABILITY AND RELEASE

15.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

15.2 The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the Municipality, its servants, agents or subcontractors.

### 16. NOTICES TO PARTIES

16.1 Any Notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto, or
- b) prepaid first class mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:

Owner: 8175 Lawson Road, Milton, ON L9T 5E5

Municipality: Township of Seguin, 5 Humphrey Drive, Seguin, ON P2A 2W8  
Attention: Chief Administrative Officer

17. TIME OF THE ESSENCE

17.1 The parties hereto agree that time shall be of the essence in this Agreement.

18. ESTOPPEL OF OWNER

18.1 The Owner agrees to 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 Municipality 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 in any such proceedings.

19. INTERPRETATION

19.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

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19.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DELLA MAESTRA FAMILY LIMITED PARTNERSHIP**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

THOMAS ROY DELLA MAESTRA

Thomas Roy Della Maestra

By The Corporation of the Township of Seguin on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DRAFT**  
**THE CORPORATION OF THE TOWNSHIP OF SEGUIN**

Per:

Name: David Conn

Title: Mayor

Per: \_\_\_\_\_ c/s

Name: Craig Jeffery

Title: Clerk

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

1. OWNER'S LANDS

Firstly: Part Lot 8, Concession 2, former Township of Humphrey as in RO212091, Township of Seguin, being all of the lands described in P.I.N. 52200-0213.

Secondly: The original shore road allowance abutting the Firstly described lands.

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SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

THE PLANS

The following:

1. Landscape Plan, 155 Burgess Road, Rosseau, ON, prepared by International Landscaping Inc. Sheet 1/1, dated July 23, 2014.
2. Site Plan, Prepared by Robert M. McDermott Surveying Limited, C-0394, dated May 16<sup>th</sup>, 2014, Restoration Planting Zones amended June 3, 2014.
3. Stormwater Management and Construction Mitigation Plan Report, prepared by Pinestone Engineering revised May 28, 2014, and including Stormwater Management, Grading and Construction Mitigation Plan, Drawing SWM-1 dated May, 2014, Revision 2, 14.05.23.
4. Entrance Gate & Columns, Drawing EWI 110913, Rev 1-A prepared by European Wrought Iron Works, dated September, 2013.
5. Front Gate Plan and Details, Sheet W-118, prepared by Watershape Consulting Inc., dated 6/5/13.

are hereby incorporated by reference into this Agreement and a copy of the Plans may be viewed at the Municipal Office of the Township of Seguin or copies obtained from the Owner.

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SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

ENGINEERING PROVISIONS

1. OWNER'S CONSULTING ENGINEER

1.1 The Owner agrees to retain the services of a firm of Professional Engineers, registered to practice in the Province of Ontario as consulting engineers, to provide all municipal engineering services in accordance with the performance standards for "Consulting Engineering Services to Municipalities" as defined by the Association of Professional Engineers of Ontario. Such firm of Professional Engineers (hereinafter called "the consulting engineer") must first be approved in writing by the Municipal Engineer. The consulting engineer shall carry out all design work, prepare plans, specifications, provide such information as is required by the Municipal Engineer, estimate costs, prepare and submit the necessary applications for approvals, contract for the construction or installation of the said services, call tenders, report on tenders received, construction layout, job records, obtain and record "as constructed" information, provide resident inspection and general supervision and prepare progress reports, and progress payment certificates. The Municipality may at the discretion of the Municipal Engineer, place a Municipal Inspector on the work, at the expense of the Owner.

2. CONTRACTOR TO BE APPROVED

2.1 If Municipal Services are to be installed by a contractor selected by the Owner, such contractor shall be prior approved in writing by the Municipal Engineer.

3. INSPECTION BY MUNICIPALITY

3.1 The Municipal Engineer and/or the Building Inspector shall have the right to inspect the installation of works and services at all times. If at any time the work and construction of the services is, in the opinion of the Municipal Engineer, not being carried out in accordance with the plans and specifications, or in accordance with good engineering practice, then the Municipal Engineer may stop all or 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, and in the event that the Municipal Engineer deems that the work has not been proceeded with in a proper manner, then he may stop the work by that Contractor and require that another Contractor be placed on the job to complete such works, and the cost involved in such replacement and completion of the work shall be paid for by that Owner.

4. INCOMPLETE OR FAULTY WORK

4.1 In the event that the Owner fails to install the herein required Municipal/Internal Services within the time specified, or if in the sole opinion and discretion of the Municipal Engineer the Owner:

- a) is improperly performing the work, and/or,
- b) has caused unreasonable delays so that the conditions of this Agreement are not being complied with or are being carelessly executed, and/or,
- c) is refusing to re-do, or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, and/or
- d) is in default of performance of the terms of this Agreement, then in such case the Municipal Engineer shall notify the Owner of such fault or neglect and may specify the time within which such default or

neglect shall then be remedied, and if it is not remedied by the specified time, then

- i) the Municipal Engineer shall have full authority and power to stop all work by the Owner, its servants or agents and if the Municipality so elects it may purchase such material, tools and machinery and employ such workmen or contractors as in the Municipal Engineer's opinion shall be required to complete such work, and
- ii) the Municipality shall be entitled to realize on its security without further notice to the Owner in order to provide funds for the payment of any work undertaken by the Municipality (provided that if the Municipality realizes on its security it shall not be obligated to complete the said work but may elect to hold such sums as cash reserves pending the completion of the work by the Owner), and,
- iii) in the event that the cost of any work performed by the Municipality exceeds the realizable value of the security available to the Municipality then the Owner shall, within 15 days of demand by the Municipality, reimburse the Municipality for such excess expenses, and if it is not paid within the 15 days, such unpaid balance shall bear interest at the rate of 12% per annum and if not paid may be applied as a charge on the Owner's lands by the Municipality.

## 5. LAND TO BE FREE OF DEBRIS

5.1 The Owner covenants and agrees that any lands or easements to be conveyed to the Municipality as set out in Schedule "D", will not be used by the Owner for the depositing of debris obtained from the development of the Owner's lands, and further covenants and agrees to remove at its own expense any junk, debris, refuse upon the Owner's lands as required by the Municipal Engineer.

## 6. CONSTRUCTION LIEN ACT

6.1 The Owner agrees that he will hold back in his payment to any Contractor who may construct services, such amounts as may be required under the provisions of the Construction Lien Act of Ontario, and further agrees to indemnify and save harmless the Municipality from and against all claims, demands, actions, causes of actions and cost resulting from any construction lien filings or resulting in any way in connection with the work being performed by the Owner herein, and, on demand by the Municipality, the Owner will take such steps as are necessary to immediately discharge all liens upon the services.

## 7. REPAIR OF DAMAGE

7.1 The Owner shall be responsible for the repair of any damage (including the removal of foreign materials on municipal owned lands unless the placement of such material has been authorized by this agreement) caused as a result of any construction being performed by the Owner pursuant to the provisions of this Agreement or pursuant to any Building Permit issued by the Municipality to the Owner.

## 8. OWNERSHIP OF MUNICIPAL SERVICES

8.1 The parties hereto agree that any Municipal Services constructed by the Owner, pursuant to the provisions of this Agreement on municipal lands, shall be exclusively owned by the Municipality.

9. WORK AND INSPECTION CHARGES TO OWNER

9.1 The cost of any work, including inspection, performed by the Municipality pursuant to the provisions of this Agreement, shall be calculated by the Municipal Engineer, whose decision shall be final and binding. Engineering and inspection costs shall be determined by the scale of fees as recommended by the Association of Professional Engineers Ontario (hereinafter called "APEO") for Consulting Engineering Services, and for all other work charges at a rate of 135%, for the cost of labour, equipment and material. Such sum shall be payable by the Owner on demand, it being understood and agreed that the Municipality would not have executed this Agreement without the assumption by the Owner of all the financial obligations imposed by this Agreement.

10. ACCESS DURING CONSTRUCTION

10.1 If by the provisions of this Agreement, the Owner is required to construct the Municipal Services he shall maintain access to all properties adjacent to the Municipal Services being constructed, during the period of construction, so that the owners of such properties shall have proper ingress and egress to their properties.

11. ACCEPTANCE DATES, GUARANTEES AND MAINTENANCE PERIODS

11.1 If by the terms of this Agreement the Owner is required to construct Municipal/Internal Services, he shall do so within the time stipulated in the paragraph entitled "Commencement, Construction, and Completion". In addition, the Owner will also guarantee the workmanship and materials of the installation of such works and services as stipulated in Schedule "E" to this Agreement and maintain the same free from defects therein. Where no periods are specified, a minimum period of 2 years from the date of acceptance of the services by the Municipal Engineer, shall apply.

11.2 All defects in the Municipal Services and Internal Services will be promptly and properly repaired by the Owner to the complete satisfaction of the Municipal Engineer.

12. RELOCATION OF SERVICES

12.1 It shall be the responsibility of the Owner to make the necessary arrangements and be responsible for the costs for the removal and relocation of any existing Municipal Services which require relocation in the course of, or in connection with, the construction to be performed under this Agreement.

SCHEDULE "D"

THIS IS SCHEDULE "D" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

**REGISTRATION AND CONVEYANCING**

1. Postponements

- a) Instrument GB45750 in favour of Goldenrod Investments Ltd.

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SCHEDULE "E"

THIS IS SCHEDULE "E" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

**CASH DEPOSITS, CAPITAL LEVIES AND SECURITY**

The Owner shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, capital levies and security:

1. TYPE OF SECURITY

Any security required to be filed under this Agreement shall be in cash or by Letter of Credit valid for a period of one year with extension provisions and prepared in a form provided by the Municipality. It shall be drawn on a Chartered Bank of Canada and shall be for the amount hereinafter set out.

2. REDUCTION OF SECURITY

The Owner may, as portions of the work are completed, make application to the Municipality to reduce the security to such amount as, in the sole discretion of the Municipal C.A.O., is sufficient to guarantee the due performance of all the terms of the Development Agreement including but not so as to limit the generality of the foregoing, Municipal Services, internal services and any other financial obligations required of the Owner under this Agreement (the costs of which will be estimated by the Municipality for hold back purposes), and to cover any obligations of the Municipality that might arise under Section 17 of the Construction Lien Act, and this amount will also include the security holdbacks required for the maintenance periods.

3. SECURITY FOR WARRANTY PERIODS

A cash deposit or a Letter of Credit in the amounts specified shall be deposited with and retained by the Municipality for a period specified after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement.

Two Year Guarantee Against Defects:

- Stormwater Management Works
- Landscaping other than such landscaping identified as being subject to 5 year warranty

Five Year Guarantee Against Defects:

- Landscaping on former Shore Road Allowance which includes Shore Road Allowance Restoration Planting, Plantings and Vines to screen sports court and irrigation system on SRA.

4. CASH DEPOSITS/SECURITY - FOR THE MUNICIPALITY

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality, except where otherwise noted. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

A. Cash Deposits

for the municipality's legal, planning and engineering expenses

**\$5,000.00**

B. Security

For two year period

**\$11,900.00**

For five year period

**\$14,950.00**

**TOTAL CASH DEPOSITS AND SECURITY**

**\$31,850.00**

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SCHEDULE "F"

THIS IS SCHEDULE "F" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEGUIN AND THE DELLA MAESTRA FAMILY LIMITED PARTNERSHIP/THOMAS ROY DELLA MAESTRA

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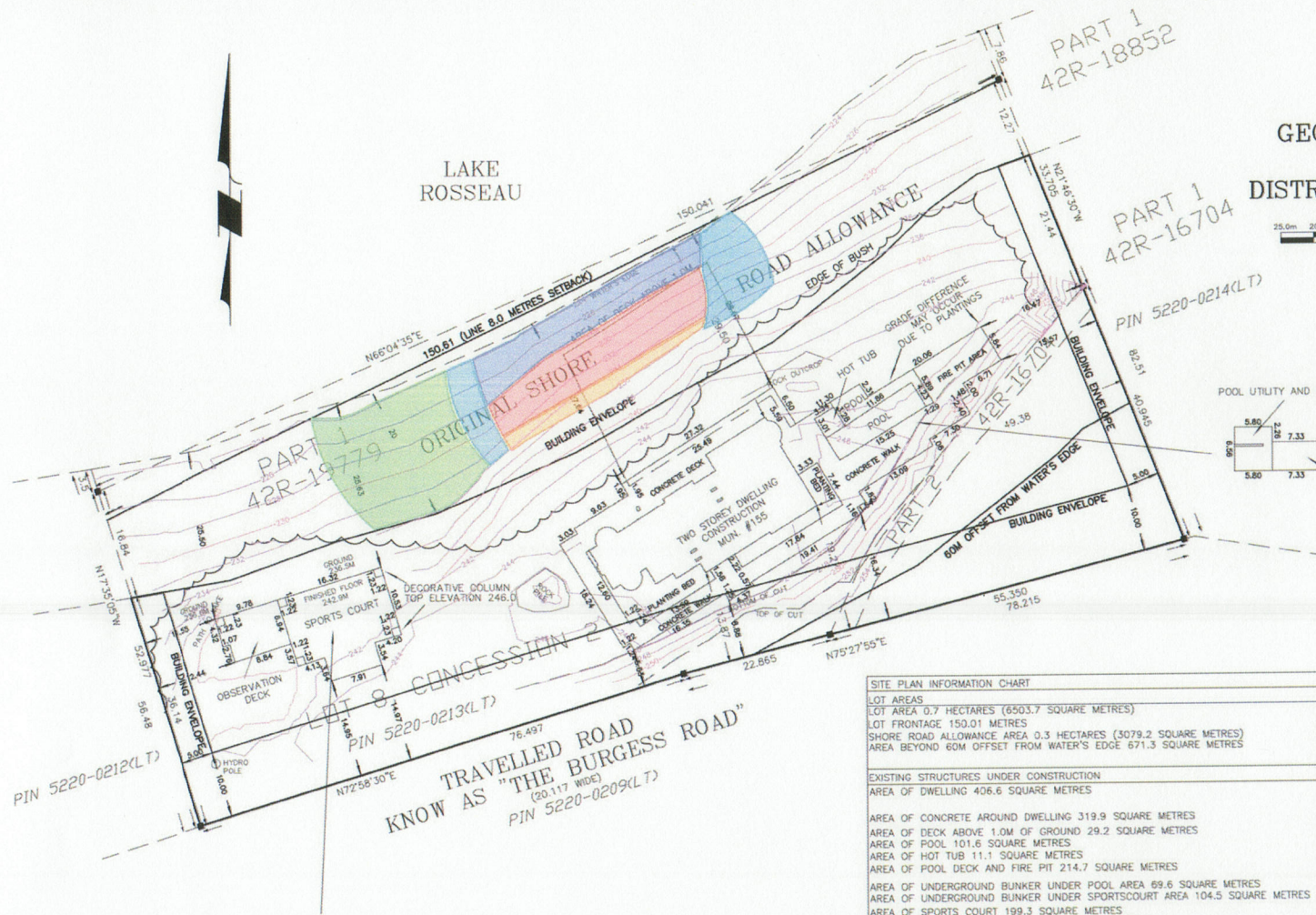




**SITE PLAN**  
**BEING PART OF THE**  
**LOT 8, CONCESSION 2**  
**GEOGRAPHIC TOWNSHIP OF HUMPHREY**  
**TOWNSHIP OF SEGUIN**  
**DISTRICT MUNICIPALITY OF PARRY SOUND**

SCALE 1: 500 METRES

R.M. McDERMOTT O.L.S.



**RESTORATION PLANTING ZONES**

**Zone 1**  
 Area: ~800sqft  
 Type: White Pine  
 Size of Stock: Bareroot 90-100cm  
 Identification: 6 Average Spacing  
 Notes: Unobscure tree seedlings

**Zone 2**  
 Area: ~825sqft  
 Type: Nannyberry / Highbush Cranberry  
 Size of Stock: 1 gallon pot or smaller  
 Identification: 4 Average Spacing  
 Notes: Fringe transition plantings, shrubs  
 Where soil conditions permit, white pine and birch stock will be planted

**Zone 3**  
 Area: ~2000sqft  
 Type: Sweet gum / Smooth Rose / Blueberry  
 Size of Stock: 1 gallon pot or smaller  
 Identification: 3 Average Spacing  
 Notes: Shoreline shrubs  
 Where soil conditions permit, white pine and birch stock will be planted

**Zone 4**  
 Area: ~725sqft  
 Type: Juniper / Bearberry  
 Size of Stock: 1 gallon pot or smaller  
 Identification: 3 Average Spacing  
 Notes: Top of stuff bank  
 Where soil conditions permit, white pine and birch stock will be planted

**Zone 5**  
 Area: ~1225sqft  
 Type: Nannyberry / Highbush Cranberry  
 Size of Stock: 1 gallon pot or smaller  
 Identification: 5 Average Spacing  
 Notes: Fringe transition plantings, shrubs  
 Where soil conditions permit, white pine and birch stock will be planted

**Untouched Zone**  
 Notes: Due to intensity of slope and low amount of soil coverage, due to exposed rock face, this area must be exempt from restorative planting efforts as further damage may occur if attempted

**Amended: June 3, 2014**

SITE PLAN INFORMATION CHART	
LOT AREAS	ZONING
LOT AREA 0.7 HECTARES (6503.7 SQUARE METRES)	SHORELINE RESIDENTIAL 1 (SR1)
LOT FRONTAGE 150.01 METRES	MINIMUM LOT AREA 1.0HA
SHORE ROAD ALLOWANCE AREA 0.3 HECTARES (3079.2 SQUARE METRES)	MINIMUM LOT FRONTAGE 90M
AREA BEYOND 60M OFFSET FROM WATER'S EDGE 671.3 SQUARE METRES	FRONT YARD MINIMUM 20M
EXISTING STRUCTURES UNDER CONSTRUCTION	REAR YARD 10M
AREA OF DWELLING 406.6 SQUARE METRES	INTERIOR SIDE YARD 5M
AREA OF CONCRETE AROUND DWELLING 319.9 SQUARE METRES	BUILDING HEIGHT MAXIMUM 10M
AREA OF DECK ABOVE 1.0M OF GROUND 29.2 SQUARE METRES	SHORELINE BUFFER AREA 90%
AREA OF POOL 101.6 SQUARE METRES	
AREA OF HOT TUB 11.1 SQUARE METRES	
AREA OF POOL DECK AND FIRE PIT 214.7 SQUARE METRES	
AREA OF UNDERGROUND BUNKER UNDER POOL AREA 69.6 SQUARE METRES	
AREA OF UNDERGROUND BUNKER UNDER SPORTSCOURT AREA 104.5 SQUARE METRES	
AREA OF SPORTS COURT 199.3 SQUARE METRES	
AREA OF OBSERVATION DECK 66.3 SQUARE METRES	

**CAUTION**  
 THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE  
 USED EXCEPT FOR THE PURPOSES INDICATED IN THE  
 TITLE BLOCK

© ROBERT M. McDERMOTT SURVEYING LTD. NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER,  
 THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF

AREA OF DWELLING 406.6 SQUARE METRES
AREA OF CONCRETE AROUND DWELLING 319.9 SQUARE METRES
AREA OF DECK ABOVE 1.0M OF GROUND 29.2 SQUARE METRES
AREA OF POOL 101.6 SQUARE METRES
AREA OF HOT TUB 11.1 SQUARE METRES
AREA OF POOL DECK AND FIRE PIT 214.7 SQUARE METRES
AREA 1083.10 SQUARE METRES/ TOTAL LOT AREA 6503.7 SQUARE METRES X100%
PERCENT LOT COVERAGE 16.65%

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

1) THE SURVEY WAS COMPLETED ON THE 15TH DAY OF MAY, 2014

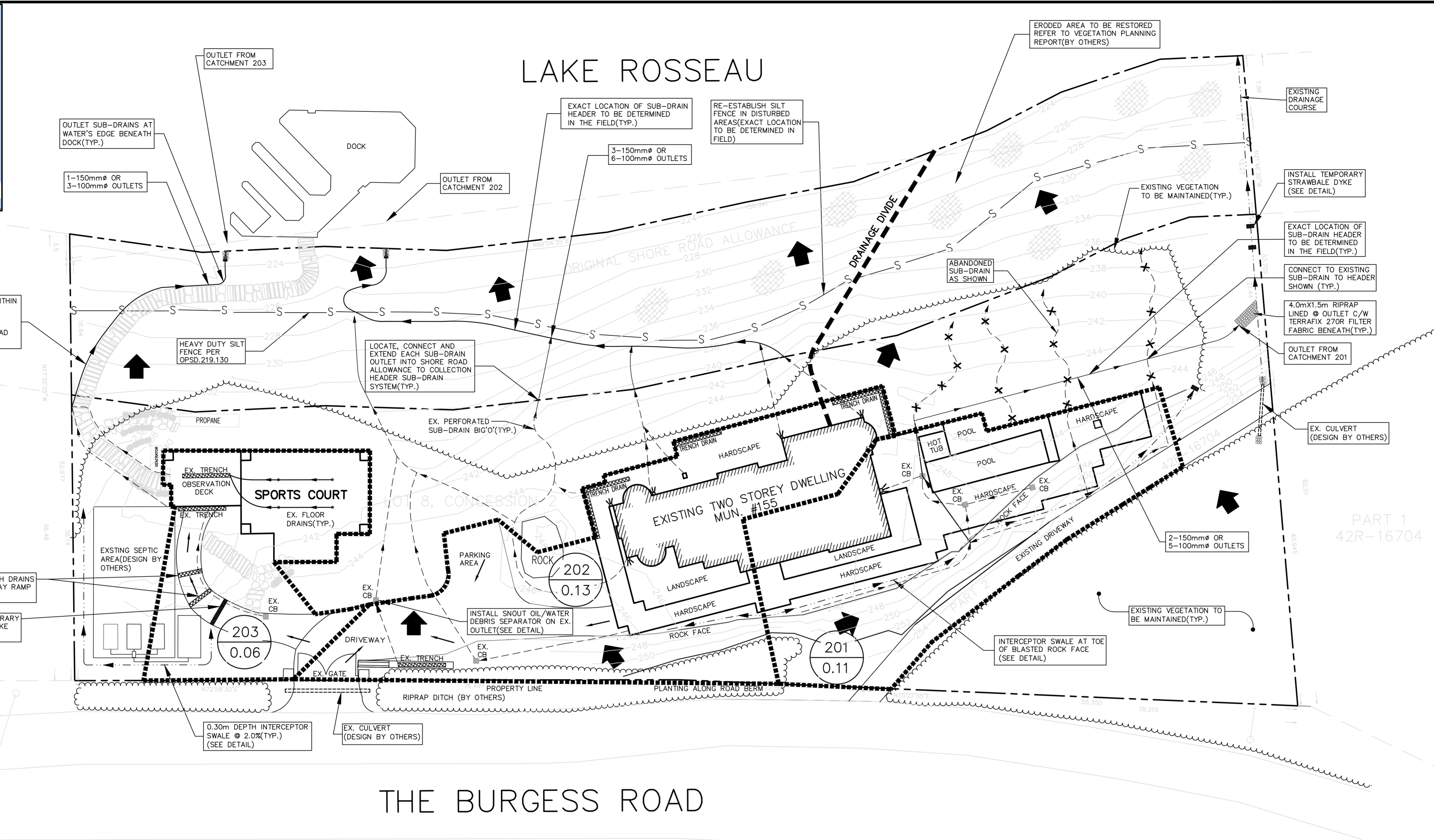
PORT SYDNEY, ONTARIO

MAY 16, 2014

R.M. McDERMOTT  
 ONTARIO LAND SURVEYOR

THIS PLAN IS  
 NOT VALID  
 UNLESS IT IS  
 AN EMBOSSED  
 ORIGINAL COPY  
 ISSUED BY THE  
 SURVEYOR

**ROBERT M. McDERMOTT**  
**SURVEYING LIMITED**  
**ONTARIO LAND SURVEYORS**  
 15-4 SOUTH MARY LAKE ROAD, PORT SYDNEY, ONTARIO  
 PHONE (705) 385-3198 FAX (705) 385-0602  
**PORT SYDNEY - ONTARIO**  
 CAD FILE: 2013-13D RmC | C-0394



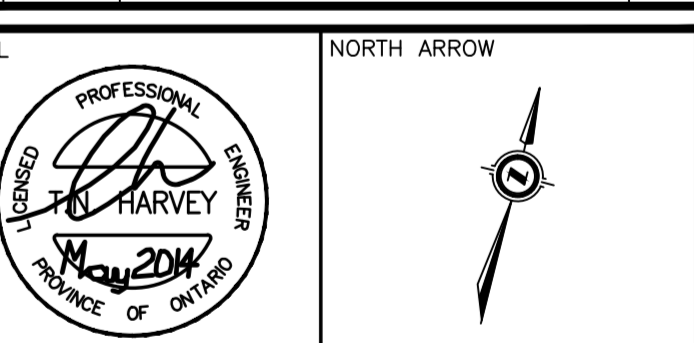
**PINESTONE ENGINEERING LTD.**  
 Consulting Engineers  
 110 Kimberley Avenue  
 Bracebridge, ON P1L 1Z8  
 T: (705) 645-8853  
 F: (705) 645-7262  
 E: pinestone@pel.ca

**NOTES**  
 1. BUILDING LOCATION PLAN PROVIDED BOB McDERMOTT SURVEYING LTD.  
 2. REFER TO INTERNATIONAL LANDSCAPE PLAN FOR GRADING INFORMATION.

**LEGEND**

-----	CATCHMENT BOUNDARY
○ 201	CATCHMENT NUMBER
○ 0.11	CATCHMENT AREA (Ha.)
S — S	SILT FENCE
▨	EXPOSED BEDROCK
~	EXISTING TREELINE
➔	MAJOR OVERLAND FLOW ROUTE
▬	STRAW BALE
---	EXISTING SUB-DRAIN
---	PROPOSED SUB-DRAIN WITHIN SHORE ROAD ALLOWANCE
➔	FLOW DIRECTION ARROW
▨	EXISTING LANDSCAPE CATCHBASIN
---	EXISTING TRENCH DRAINS
---	SWALE
⚡	EXISTING DOWNSPOUT

NO.	YY.MM.DD	REVISION	BY
2	14.05.23	REVISE AS PER TOWNSHIP COMMENTS	J.L.
1	14.02.06	SITE PLAN REVISED	J.L.



DESIGN BY:	J.V.
DRAWN BY:	J.L.
CHECKED:	T.H.
DATE:	MAY.2014
SCALE:	1:300

**CLIENT/PROJECT**

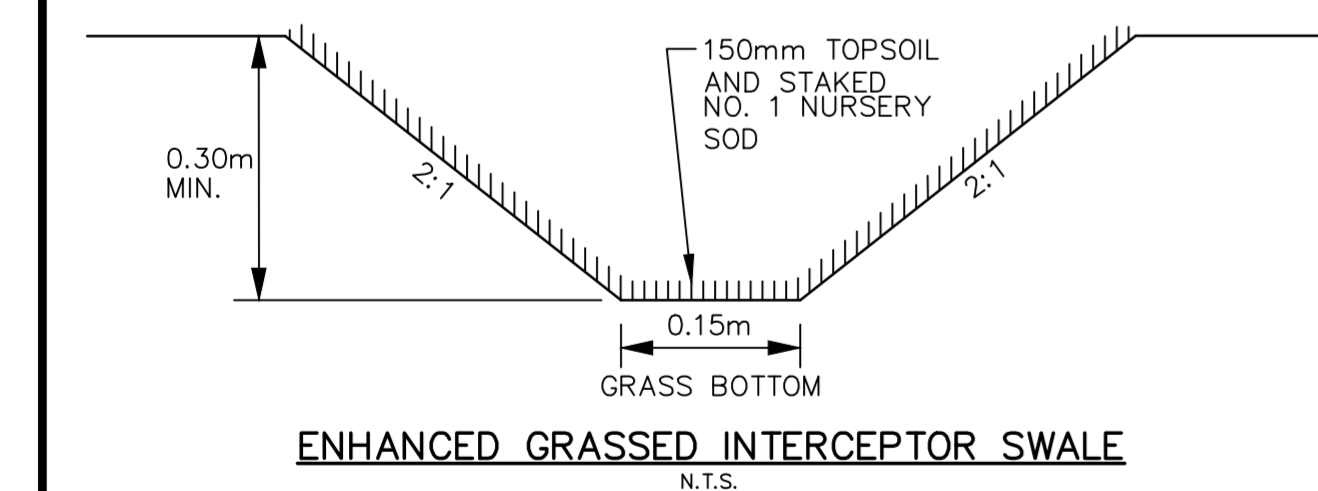
**155 BURGESS ROAD**

**DRAWING TITLE**

**STORMWATER MANAGEMENT GRADING AND CONSTRUCTION MITIGATION PLAN**

PROJECT NO.	DRAWING NO.	REVISION
14-11094	SWM-1	2

**NOTE:**  
 NO IN WATER WORK TO TAKE PLACE FOR CONSTRUCTION OF SUB-DRAIN OUT-LETS.



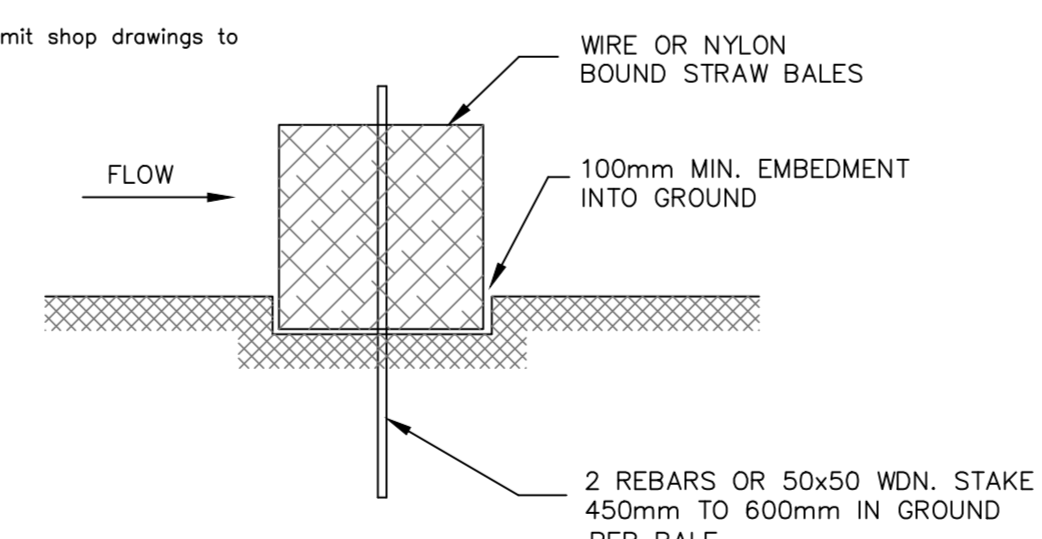
- GENERAL NOTES**
- All standards in accordance with current Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) unless otherwise noted.
  - All dimensions are in metres. Pipe sizes in millimetres unless otherwise noted.
  - Notify Bell Canada, ICG, Water and Sewer, Hydro and Cable Departments (where applicable) 72 hours prior to commencement for locates.
  - The Contractor shall coordinate the works with the Engineer who shall oversee the project on behalf of the owner.
  - All construction to be completed to the satisfaction of the Engineer.
  - All services and utilities to be supported as per OPSD-1007.01.
  - District of Parry Sound, Township of Seguin and Engineer to be notified at least 72 hours prior to construction.
  - Wherever pipes are passing through uncompacted fill areas, the bedding trench shall be excavated to the undisturbed ground level and backfilled with Granular 'A' compacted to 95% standard proctor density or as otherwise shown on the drawings.
  - The Contractor must check and verify dimensions, obtain all utility locates, and obtain all required permits and licenses and verify existing service elevations before proceeding with any work.
  - Latest approved drawings to be used for construction and all discrepancies reported to the Engineer.
  - Drawings are not to be scaled.
  - Utilize erosion and siltation controls as necessary during construction.

**STORM SEWERS, SUBDRAINS & CULVERTS**

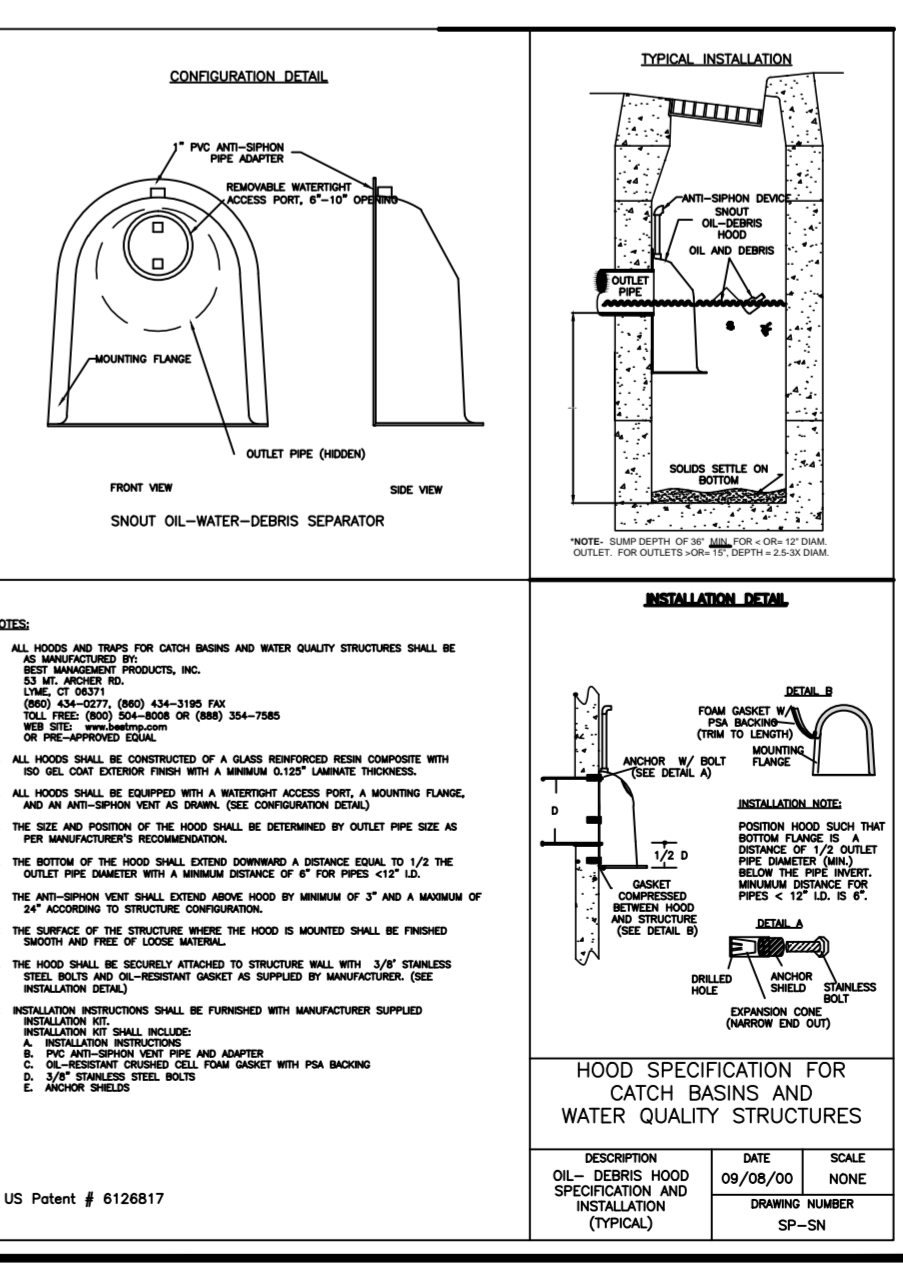
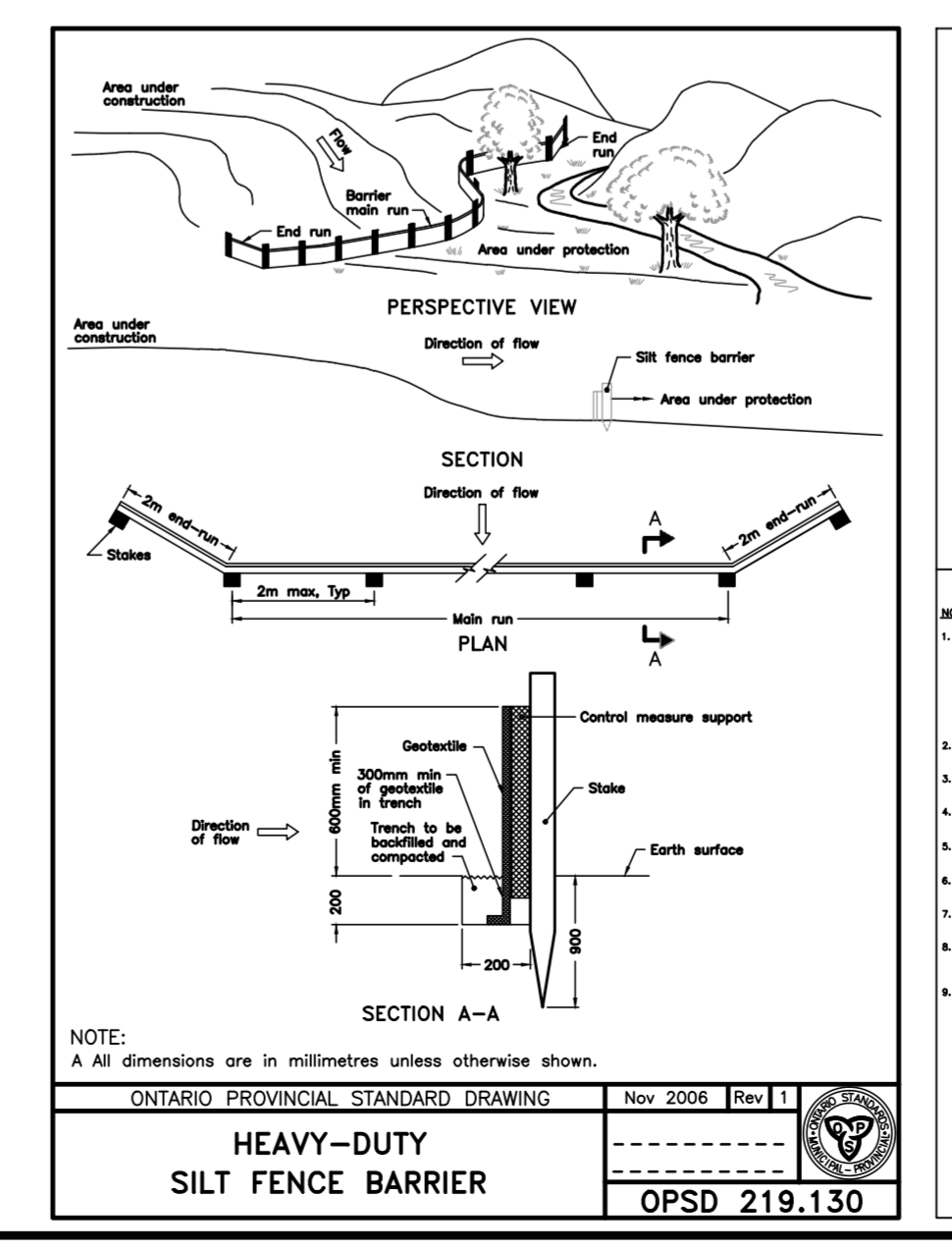
- Culverts and sub-drains shall be 320KPa, HDPE pipe. Bedding shall be granular 'A' to OPSD 802.010 compacted to 95% SPD.
- Place 150mm dia. rip rap at all sub-drains inlets and outlets per OPSD 810.01.
- Sub-drains to be restrained on exposed bedrock surfaces. Contractor to submit shop drawings to Engineer for approval.

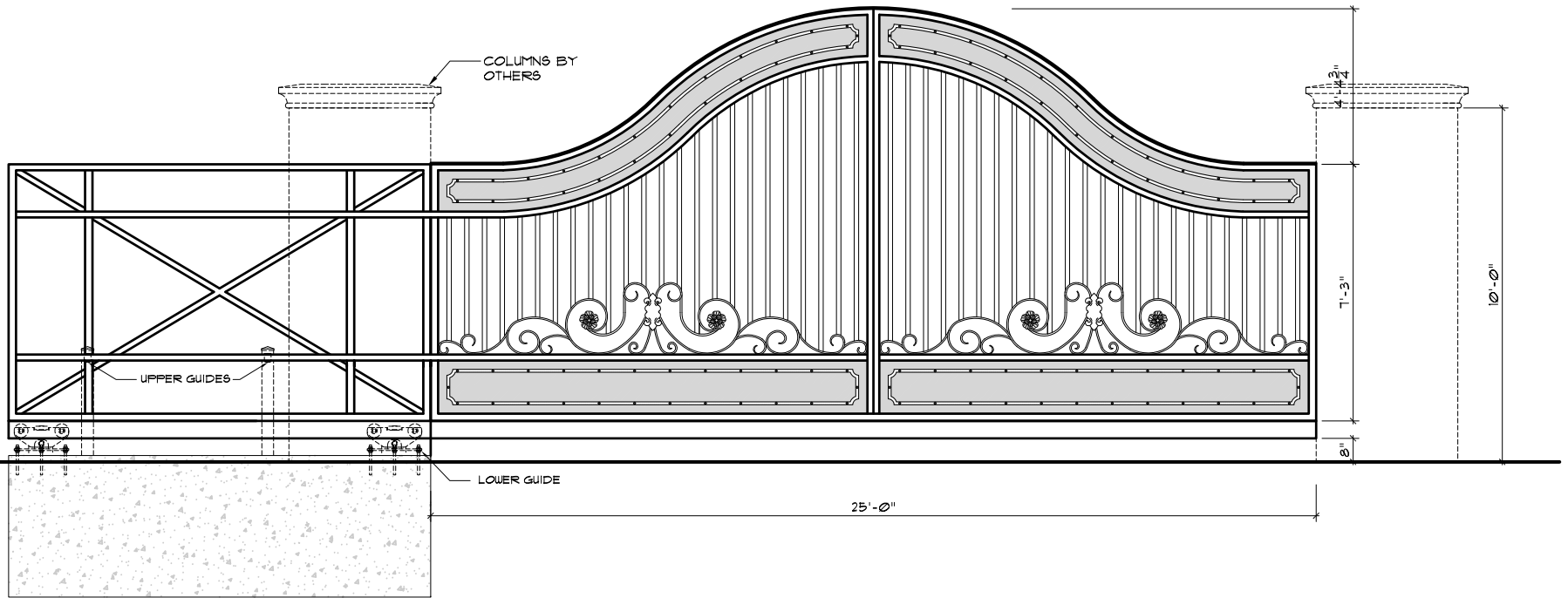
**EROSION CONTROL NOTES:**

- All silt fencing to be installed prior to any grading or excavation.
- Erosion control fencing to be installed around the base of all stockpiles.
- Additional erosion control measures may be required as site development progresses, contractor to provide all additional erosion control structures.
- Pinestone engineering ltd. to monitor erosion control structures to ensure fencing is installed and maintenance is performed to town requirements.
- Erosion control structures to be monitored regularly and any damage repaired immediately, sediments to be removed when accumulations reach a maximum of 1/2 the height of the fence.
- All erosion control structures to remain in place until all disturbed ground have been restabilized either by paving or restoration of vegetative ground cover.
- No alternate methods of erosion protection shall be permitted unless approved pinestone engineering ltd. and the Township of Seguin department of public works.
- Contractor is responsible for municipal roadway and sidewalk to be cleared of all sediments from vehicular tracking etc. at the end of each day.

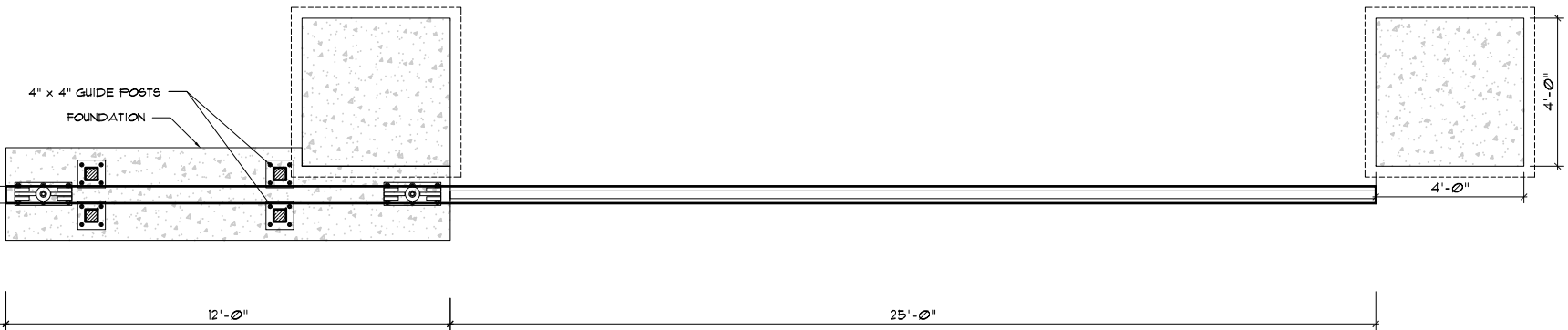


- NOTES**
- BALES TO BE PLACED IN A ROW TIGHTLY ABUTTING EACH OTHER
  - BALES TO BE MAINTAINED AND REPLACED AS REQUIRED AND TO REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED





GATE - PLAN VIEW



GATE - FOUNDATION PLAN

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- These drawings are not to be used for construction unless noted below as "Issued for Construction".
- All work to be carried out in conformance with the Code and Bylaws of the authorities having jurisdiction.
- The Designer of these plans and specifications gives no warranty or representation to any party about the constructability of the item represented by them.

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WITHOUT THE WRITTEN PERMISSION OF EUROPEAN WROUGHT IRON WORKS LTD.

TOLERANCES  
INCHES  
UNLESS OTHERWISE NOTED  
X.XXX" ±0.005"  
X.XX" ±0.05"  
X.X" ±0.25"  
FRACTIONAL ±1/16"  
ANGULAR ±1°

DO NOT  
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SCALE DRAWING

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PROJECT TITLE:  
155 Burgess Rd, Rosseau, Ontario.

TITLE:  
**Entrance Gate &  
Columns**

SCALE: NTS.  
DATE DRAWN: Sep 2013  
DRAWN BY: DCM

DESIGN: P.D.  
SHEET NO: 1

FINISH: Custom  
DRAWING NUMBER: EWI 110913

REV 1- A

**CANect Limited**  
 Civil/Structural Engineers  
 P: 416 893 5543  
 F: 905 291 0853  
 1612 Corkstone Glade  
 Mississauga, L4W 2E7  
 email: aulanowski@rogers.com  
 OCT 30/2013  
 FOR STRUCTURAL CONTENT ONLY

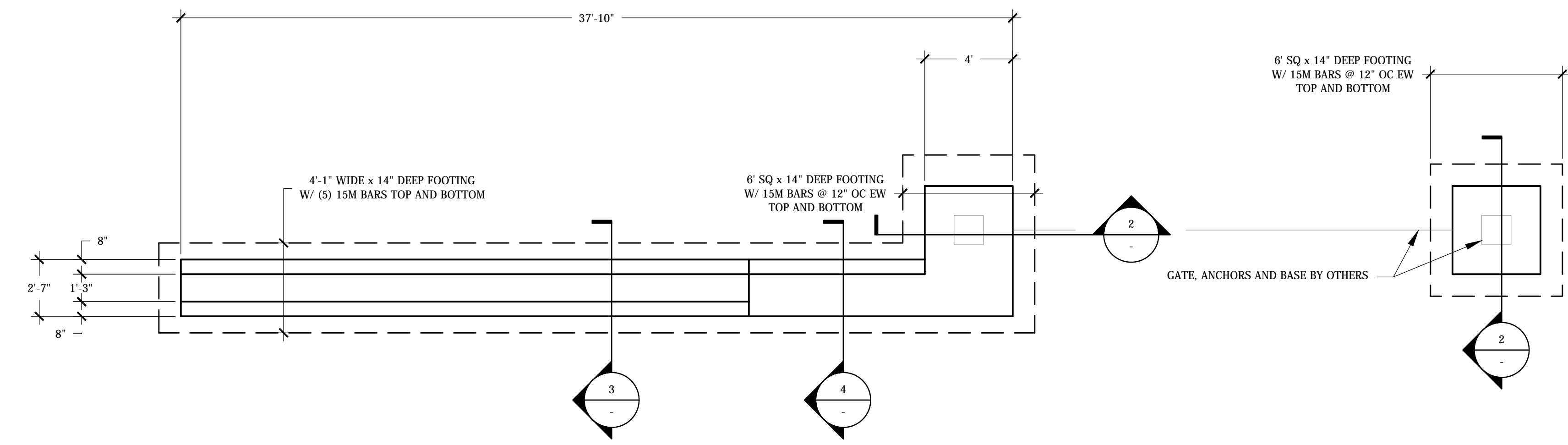


**watershape consulting inc.**

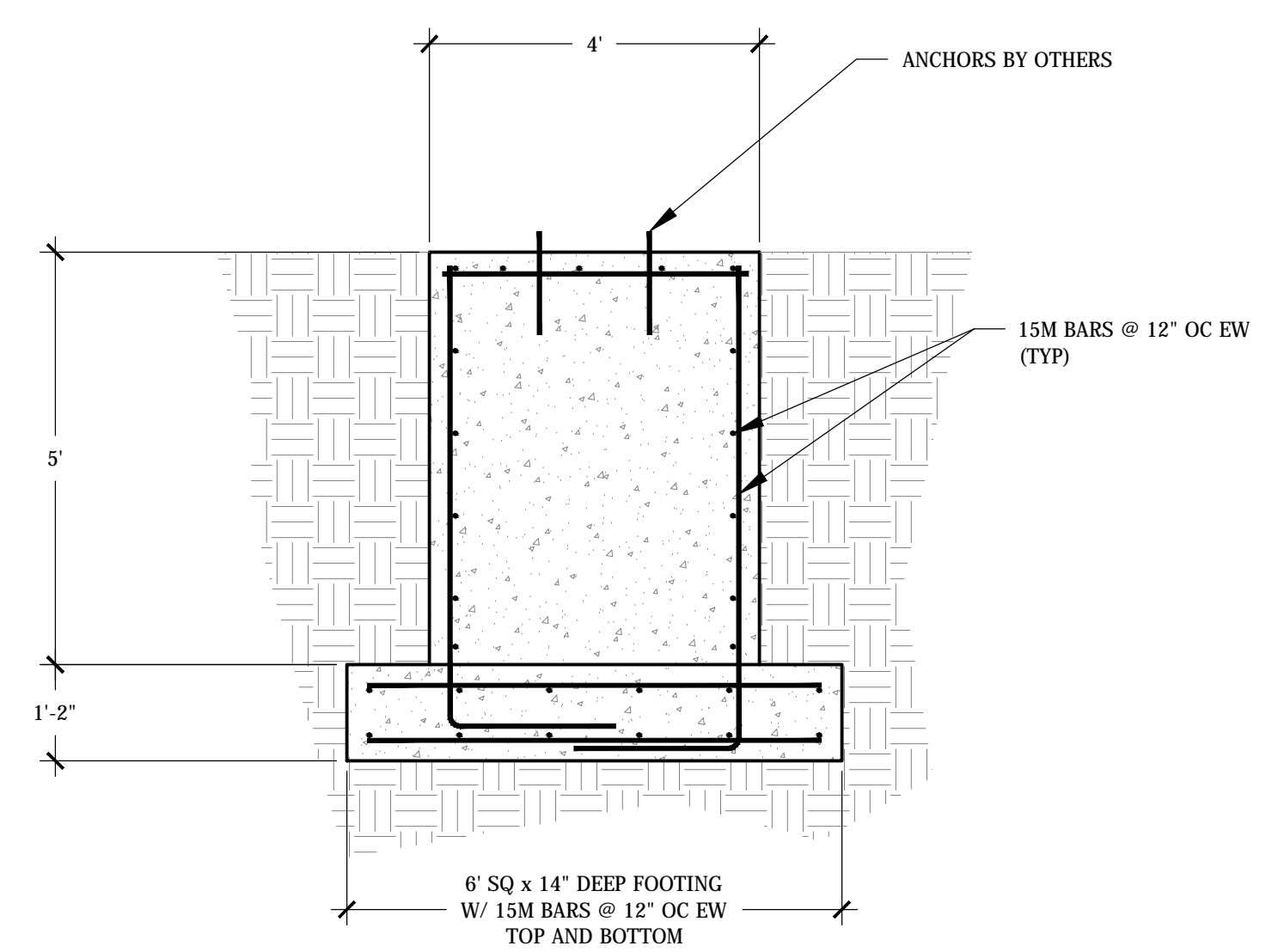
WATERSHAPE CONSULTING, INC.  
 A CALIFORNIA CORPORATION  
 140 LOMAS SANTA FE DRIVE, SUITE 202  
 SOLANA BEACH, CA 92075-1252 USA  
 PHONE: 858.720.1001  
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 INFO@WATERSHAPECONSULTING.COM  
 WWW.WATERSHAPECONSULTING.COM  
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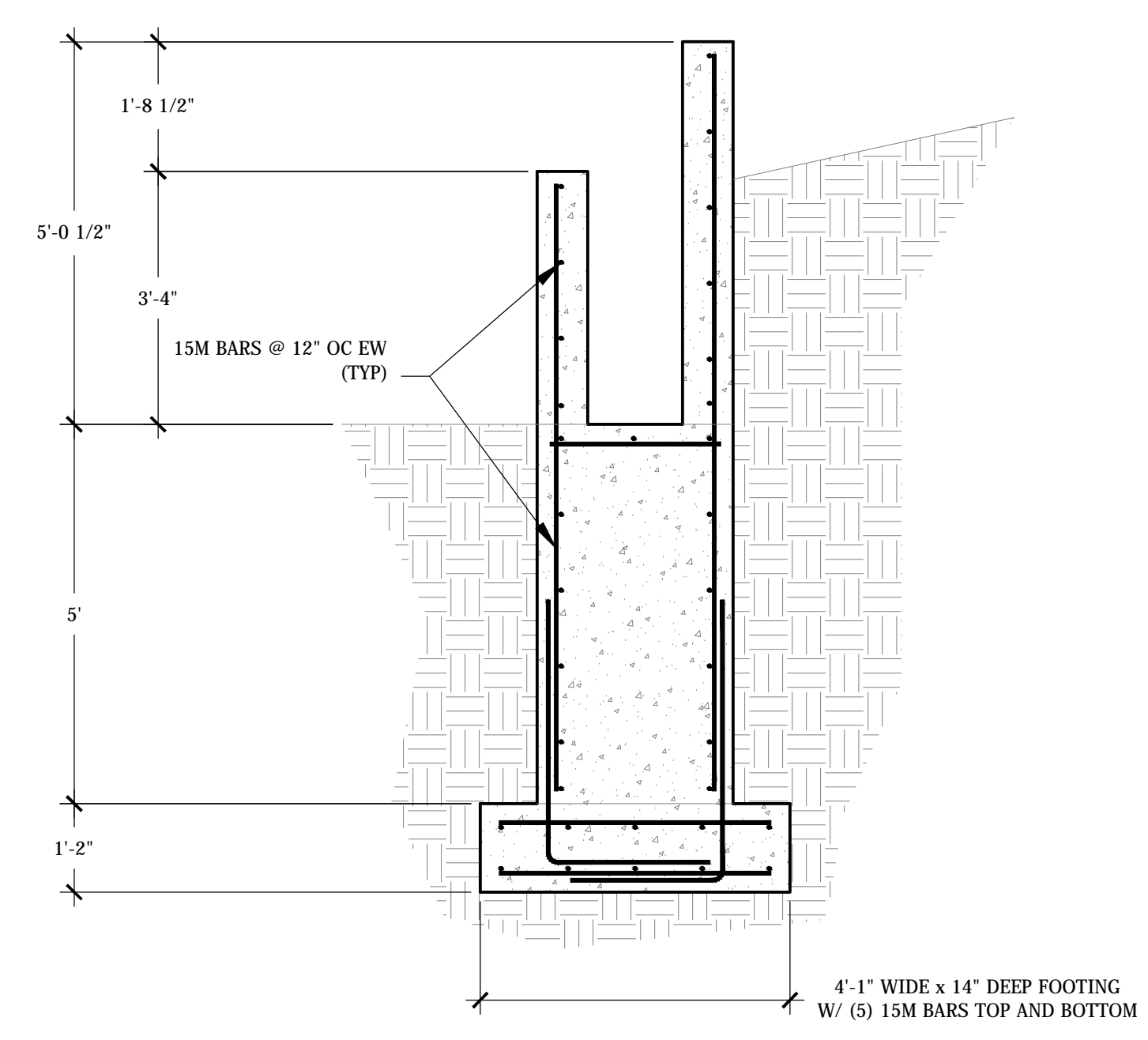
*David Peterson*



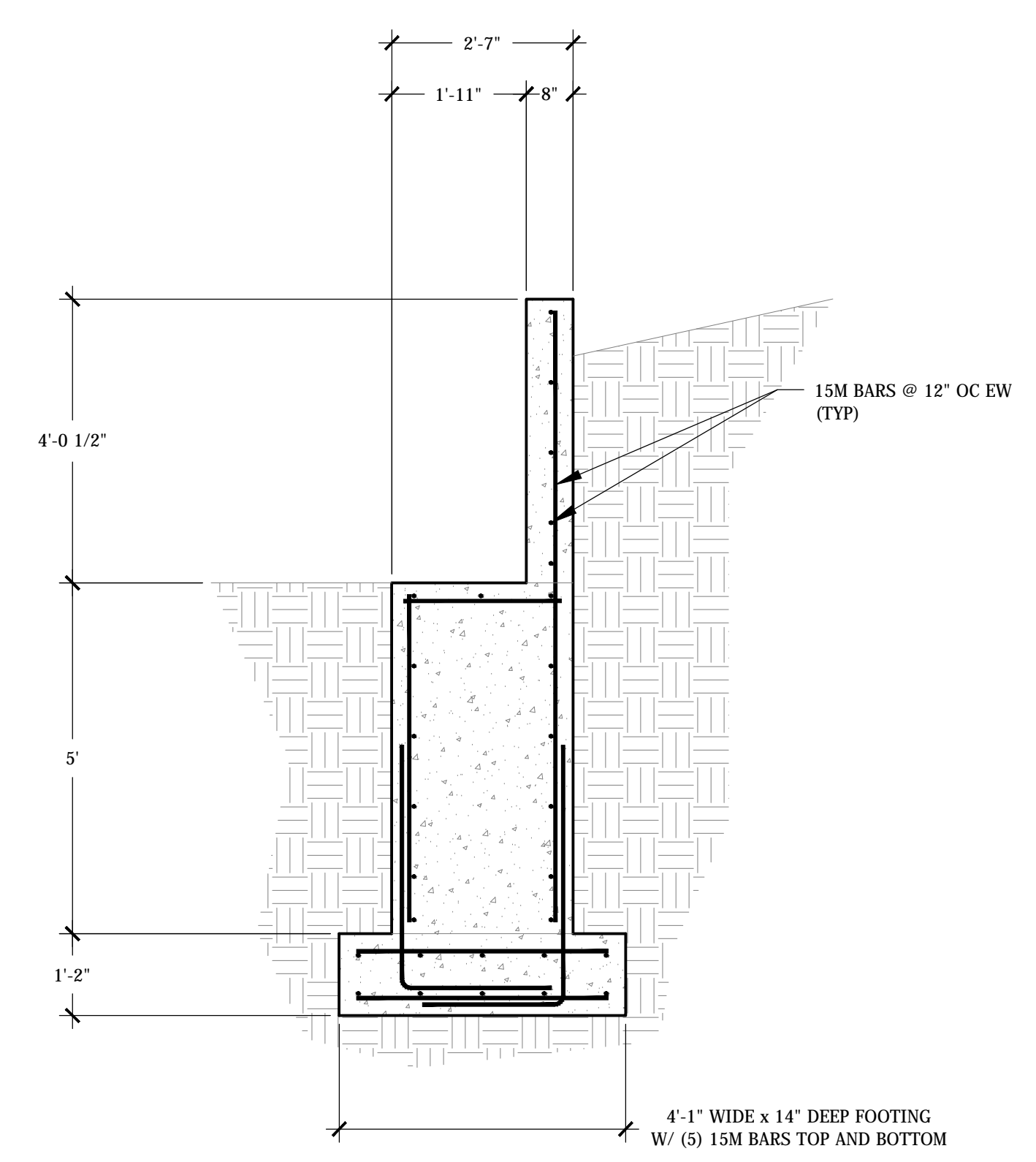
**1 FRONT GATE PLAN**  
 SCALE: 1/4" = 1'-0"  
 REV: 9/16/13 © WATERSHAPE CONSULTING, INC.



**2 FRONT GATE DETAIL**  
 SCALE: 1/2" = 1'-0"  
 REV: 9/16/13 © WATERSHAPE CONSULTING, INC.



**3 FRONT GATE DETAIL**  
 SCALE: 1/2" = 1'-0"  
 REV: 9/16/13 © WATERSHAPE CONSULTING, INC.



**4 FRONT GATE DETAIL**  
 SCALE: 1/2" = 1'-0"  
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- SAFETY**
- ABSOLUTELY NO DIVING ALLOWED.
  - SAFETY BARRIERS SHALL BE INSTALLED AND MAINTAINED BY THE OWNERS TO PREVENT UNAUTHORIZED ACCESS.
  - SUCTION OUTLET COVERS SHALL BE MAINTAINED AND REPLACED BY THE OWNERS TO PREVENT ENTRAPMENT.
  - WALKING SURFACES SHALL BE MAINTAINED BY THE OWNERS TO PREVENT SLIPS AND FALLS.
  - SEE SHEET W-001 FOR ADDITIONAL SAFETY REQUIREMENTS.

**PROJECT DATA**  
 JOB: POOLSCAPE-01  
 DELLA MAESTRA COTTAGE  
 POOL, SPA, BUNKER, GARAGE, AND SPORTS COURT  
 155 BURGESS ROAD  
 SEGUIN TOWNSHIP, ONTARIO  
 PROJECT MGR: DAVID J. PETERSON  
 PREPARED BY: ML  
 CHECKED BY: DJP  
 PRINTED: 10/30/13

**ISSUE**

MARK	DATE	DESCRIPTION
CD	6/5/13	CONSTRUCTION DOCUMENTS

SHEET TITLE  
**FRONT GATE PLAN AND DETAILS**

SHEET NUMBER  
**W-118**