

THIS AGREEMENT DATED THE \_\_\_\_ DAY OF JANUARY, A.D. 2014.

BETWEEN **OWNER**, hereinafter called the “Owner” OF THE FIRST PART;

AND **THE CORPORATION OF THE MUNICIPALITY OF HASTINGS HIGHLANDS**, hereinafter called the “MUNICIPALITY” OF THE SECOND PART:

Witnesseth:

1. The lands which are the subject of this agreement are legally described on Appendix “A” attached hereto.

2. The parties agree that prior to the lands being affected by:

- any excavation, placement of fill, grading or cut and fill activities;
- the construction of any buildings, septic, structures or accessory facilities;
- the issuance of a building or demolition permit,

a site plan shall be submitted to the Clerk demonstrating how potential impacts on water quality shall be mitigated or eliminated. The guidelines of Appendix “C” – Water Quality Impact Assessment Guidelines” shall be followed in completing the site plan. These guidelines attached hereto shall form part of this agreement. Said site plan shall be given approval as shall be witnessed by the Clerk’s signature on the plans prior to the commencement of activities (as listed above) on the land.

3. The owner agrees that any transfer from him/her to a purchaser of the subject premises shall refer to this agreement in the following terms:

**“This transfer is subject to the terms of an agreement between the transferor and the Corporation of the Municipality of HASTINGS HIGHLANDS REGISTERED as No.\_\_\_\_\_.**

4. The owner (s) agree to be responsible for registration of this agreement and will not sell or otherwise deal with the subject premises unless and until this agreement has been registered on title to the subject premises, at the owner’s expense.

5. The lands which are the subject of this agreement are legally described on Appendix “A” attached hereto.

6. The parties agree that development will occur only in accordance with the site plan attached hereto on Appendix “B”, forming part of this agreement. For vacant lots, Appendix “B” may be omitted until such time that a site plan is designed in accordance with the information and guidelines contained herein.

7. The parties agree that this shall constitute an agreement pursuant to Sections 53(12) and Section 51(26) of the Planning Act, 1990.

8. This Agreement shall inure to the benefit of and be binding upon the respective heirs executors, administrators, successors and assigns of the parties hereto.

9. The parties hereto have executed this Agreement on the date first above written, and the parties have affixed their corporate seal duly attested to by their respective proper signing authority.

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THE CORPORATION OF THE  
MUNICIPALITY OF HASTINGS HIGHLANDS

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Vivian Bloom, Mayor

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Robyn Rogers, Clerk

**APPENDIX "A" – LEGAL DESCRIPTION OF SUBJECT LANDS**

**APPENDIX "B" – APPROVED SITE PLAN**

## APPENDIX “C” – SITE PLAN GUIDELINES

### Water Quality Impact Assessment Guidelines for Small Development Proposals

#### Preamble

**The purpose of the guideline is to establish good site design that will minimize potential adverse impacts of site development and occupation on the water quality of lakes and streams.**

**This guideline shall not be construed as permitting developments that do not conform to Official Plan policies, zoning bylaw provisions, or Building Code standards.**

Required Information (at an appropriate drawing scale):

Site plans shall identify by type and location the following features (both existing and proposed):

- Structures and facilities, including ground coverage dimensions or gross floor areas
- Location and design (width and cut/fill activities) of driveways
- Well(s): drilled, dug, driven points, shore wells
- Septic facilities
- Ambient surface direction of surface drainage flow
- Downspout locations and swale drainage directions
- Location and extent of seasonally or permanently water-inundated areas
- A calculation as to the percent of lot covered by non-pervious materials (such as concrete or asphalt), before and after development.
- A soil and erosion control plan during construction of driveways, private roads, or building and servicing areas

#### Guidelines

1. Structures, including septic systems, are to be located a minimum of 30 metres from the high water mark.

<u>Slope</u>	<u>Slope Angle</u>	<u>Setback</u>
0 - 15%	0-8°	30 m
16% - 30%	9-17°	50 m
31% - 45%	18-24°	70 m
46% - 60%	25-31°	90 m

2. A 15 metre natural vegetative buffer area shall be established or maintained, with only a minimal of under brushing removal, along the shoreline; except for an area used for water access and docking as may be approved by the final site plan and agreement. Mature vegetation and undergrowth shall be conserved to facilitate the up-take of phosphorous and potential surface pollutants.
3. Where feasible, structures shall be required to locate on the lot where slope pitch is directed away from the water body(s).
4. Altered surface drainage patterns shall generally be directed away from a cold-water body.
5. Structural downspouts shall direct drainage away from shorelines. French drains designed to receive and remediate storm water impacts may be required.
6. Septic systems, particularly tile fields, shall be located as far from the high-water mark as practicable. Where possible, septic systems shall be located on the lot where drainage is directed away from the shoreline.
7. During construction activities, soil erosion and control methods and facilities shall be utilized, including the use of geotextiles and other sedimentation containments.
8. The number and massing of structures along the shoreline, including gazebos, decks, docks, well houses, and boathouses shall be minimized.

9. Prior to accepting a site plan as satisfactory, the municipality may confer with other public bodies as deemed necessary, such as the Federal Department of Fisheries and Oceans, Ministry of Natural Resources, Ministry of the Environment, the Conservation Authority if applicable, or the Ministry of Culture.
10. For developments adjacent to sensitive water bodies, septic systems shall be designed to use phosphorous retentive soils at a rate of 7 mg per 100 g soil. In addition, septic systems may be required to install tertiary treatment devices.
11. A site plan agreement shall be entered into with the municipality having the site plan attached as part of the agreement and registered on title.
12. Council may request independent technical review of site plan information, particularly matters involving potential impacts on fish habitat. Independent reviews shall be the proponent's expense and be undertaken prior to final approval.
13. Site plan designs and related agreements that imply a need for significant monitoring and enforcement by the municipality shall not be considered.
14. The owner acknowledges that if maintenance is required to be completed on the road it will be the owners responsibility and cost to move, replace, relocate septic and or components of the septic.
15. if the owners needs to repair the septic and/ or components that are located under the roadway that permission shall be obtained from the municipality and the owners will be required to cover all costs