



Staff Report

Planning and Development Services – Planning Division

Report To: Director of Planning & Development Services
Date: June 15, 2023
Report Number: PDS.23.052
Subject: Recommendation Report – Application for Site Plan Approval for Primont (Peak Meadows) Inc. Temporary Sales Office
Prepared by: Adam Fraser, Intermediate Planner

A. Recommendations

THAT the Director of Planning and Development Services receive Staff Report PDS.23.052 Recommendation Report - Application for Site Plan Approval for Primont (Peak Meadows) Inc. Temporary Sales Office, for the lands known as Block 38, Registered Plan 16M-24, Town of The Blue Mountains;

AND THAT the Director grant Site Plan Approval to Primont (Peak Meadows) Inc. in order to permit a Temporary Sales Office on Lot 1, Block 38 Draft Plan of Subdivision, Registered Plan 16M-24 subject to the following conditions:

1. That the owner enters into a Temporary Sales Office Agreement within 30 days of this site plan approval, dealing with the general site development and the following additional matters:
 - i) The Owner agrees to obtain all necessary permits for the sales office use from the appropriate approval authorities including, but not necessarily limited to, the Municipality, entrance permits and building permits, conservation authority, and County of Grey
 - ii) The Owner agree to store snow in accordance with the Approved Plans, if indicated or to otherwise remove surplus snow from the Lands and to ensure that the access lands, parking spaces and landscaping are not used for the stockpiling of snow.
 - iii) The owners acknowledge that should snow storage occur on Town lands, the Town may elect to remove said snow at the cost of the Owner.
 - iv) The Owner agrees that the sales office shall not be used for human habitation until such a time that a permit for occupancy has been issued by the Town's Chief Building Official, in accordance with the Building Code Act.
 - v) On or before the Termination Date (as set out in the Agreement) the Owner covenants and agrees to remove and restore the parking area to the Municipality's satisfaction. The Owner further agrees that if it fails to adequately remove and

restore the parking area the Municipality shall be entitled to enter onto the Lands and undertake the work at the Owner's expense and the Owner agrees to forthwith reimburse the Municipality for the cost of such restoration and the Municipality shall be entitled to draw on the Securities if the Owner fails to reimburse the Municipality accordingly.

- vi) The Owner agrees to install barrier free signage for the required accessible parking space(s), to the satisfaction of the Municipality.
- vii) The Owner agrees to install a caution sign for the traveling public to indicate that the area is an active construction site to the satisfaction of the Municipality.

B. Overview

The purpose of this report is to provide a recommendation on the Site Plan Application for a Temporary Sales Office at the Primont (Peak Meadows) Inc. Ridge Estates Block 38 development.

C. Executive Summary

Application File #: P3282

Application Received Date: April 25, 2023

Application Deemed Complete Date: May 25, 2023

Official Plan Designation: Residential/Recreational Area (RRA)

Zoning Bylaw Category: R1-3-42-h38 and Open Space (OS)

Location: Part of Lot 25, Concession 7, Block 38, Registered Plan 16M-24 (Camperdown, western extent of George McRae Rd.)

D. Background

The County of Grey approved a Draft Plan of Subdivision and related condominium application in March 2021 for Block 38 of Registered Plan 16M-24. A revised draft approval was issued in May 2022. The project has had the common name Peaks Ridge. The Block 38 Draft Plan of Subdivision includes 31 lots, a private recreational facility and private condominium road connecting to George McRae Road.

The Town has received an application for Site Plan Approval for a Temporary Sales Office for the purpose of marketing the lots of the Draft Plan of Subdivision. This application includes the following drawings and reports/studies circulated for internal Town Staff review: Site Plan Drawing and Exterior Elevation Drawings.

Provided elevation drawings are the same as a previously approved application for a different development including a temporary sales office under the same ownership.

Based on Town Policy POL.COR.07.04, Schedule A, 1.4, Execution of Temporary Sales Office Agreements are delegated to the Director of Planning and Development Services, or designate. Final Agreement execution is assigned to the Chief Building Official.

E. Analysis

The proposed development is located at Lot 1 of Block 38, Registered Plan 16M-24. Servicing to the proposed Temporary Sales Office will be by a portable on-site washroom facility.

Surrounding land uses include recreational lands (golf course) to the north, the Ridge Estates development under construction to the east separated by a drainage culvert, open space to the south and rural lands to the west.

The Town's Official Plan Section 2.6 permits the use of temporary sales offices on lands that are subject to Holding provisions.

The subject lands are zoned Residential 'R1-3-42-h38' within The Blue Mountains Zoning By-law 2018-65. Exception 42 establishes a maximum permitted height of 2.5 storeys and 9.5 metres. The Holding provision 38 establishes the requirement to execute a subdivision/condominium agreement and the lifting of a 0.3 metre reserve.

Section 4.20 to The Blue Mountains Zoning By-law 2018-65 permits the temporary use of land for a Sales Trailer with the following requirements:

Zoning Standard	Required	Proposal
Only permitted on lands that have received Draft Plan of Subdivision or Condominium Approval	<u>Revised Draft Plan of Subdivision Block 38 Registered Plan 16M-24 approved by Grey County May 26, 2022</u> <u>County File 42T-2018-13A and 42-CDM-2018-13B</u>	
Temporary Sales Office to be located on a lot	Lot 1, Draft Plan of Subdivision Block 38 Registered Plan 16M-24	
Maximum Use Period	3 years	3 years
No human habitation Permitted	acknowledged	acknowledged
Minimum Front Yard	6 metres	13.18 metres
Minimum Exterior Side Yard	6 metres	N/A
Minimum Interior Side Yard	1.2 metres	1.25 metres and 1.39 metres

Minimum Rear Yard	7.5 metres	30.34 metres
Maximum Height	6.5 metres	3.23 metres
Maximum Ground Floor Area	200 square metres	65.1 square metres
Minimum Parking	3 spaces	3 spaces

In addition, the proposed use is subject to Part 5.6.2 Barrier Free Parking Space Standards. One (1) barrier free parking space is provided which meets the required minimum.

The lands are within the Grey Sauble Conservation Authority (GSCA) permit area. GSCA has issued a permit for the proposed Temporary Sales Office.

Development Engineering has confirmed they have no concerns with the application, however have indicated that the applicant should install a caution sign for the traveling public to indicate that the area is an active construction site. This consideration has been added as a condition of the Site Plan Agreement.

Planning Staff has reviewed the above-mentioned considerations and are satisfied that the Temporary Sales Office is consistent with The Town of The Blue Mountains' Official Plan and complies with Zoning By-law 2018-65. Provisions in the Site Plan Agreement are required to establish a 3-year maximum on the temporary use and to collect securities to ensure the Sales Office is removed from the site at the expiration of the agreement. It is noted that the agreement could be extended for additional time after the 3-year period, however any extension must be applied for, reviewed and recognized through an amending or supplemental Site Plan Agreement. The Site Plan will be tied to the Agreement to ensure compliance with the build out of the Temporary Sales Office.

Staff recommend Site Plan Approval for the subject Temporary Sales Office. Attached to this staff report is the relevant drawings as Attachment 1 to 3, the GSCA permit as Attachment 4, and a draft (unsigned) Temporary Sales Office Agreement as Attachment 5.

F. Strategic Priorities

3. Community

We will protect and enhance the community feel and the character of the Town, while ensuring the responsible use of resources and restoration of nature.

G. Environmental Impacts

None anticipated.

H. Financial Impact

None anticipated.

I. In consultation with

Building Division, Development Engineering Division, Finance

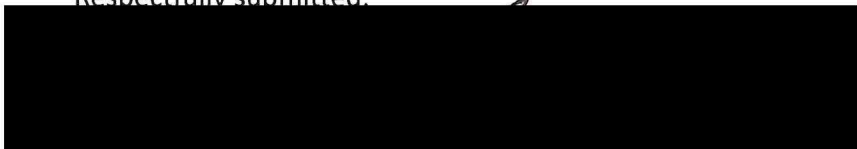
J. Public Engagement

The topic of this Staff Report has not been subject to a Public Meeting and/or a Public Information Centre as neither a Public Meeting nor a Public Information Centre are required. Comments regarding this report should be submitted to Adam Fraser, planning@thebluemountains.ca

K. Attached

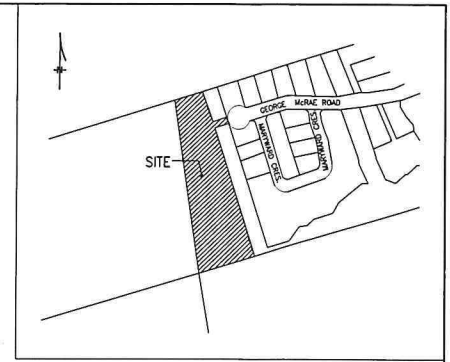
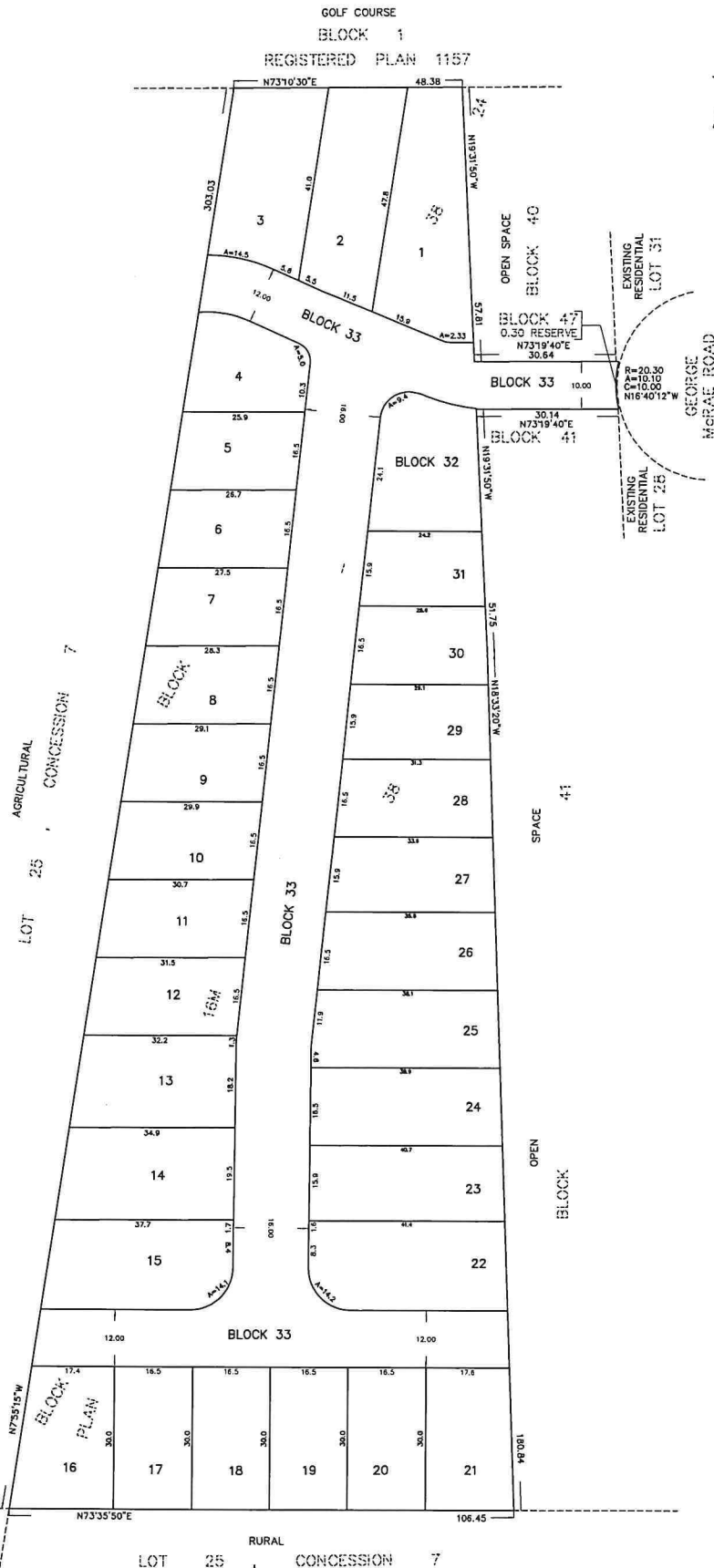
1. Block 38 Draft Plan of Subdivision
2. Lot 1, Block 38 Temporary Sales Office Site Plan
3. Temporary Sales Office Elevation Drawings
4. Grey Sauble Conservation Authority Permit
5. Draft Temporary Sales Office Agreement

Respectfully submitted,


Adam Fraser
Intermediate Planner
Adam Smith
Director of Planning & Development Services

For more information, please contact:

Adam Fraser
planning@thebluemountains.ca
519-599-3131 extension 308



KEY PLAN (NOT TO SCALE)

DRAFT PLAN OF SUBDIVISION
BLOCK 38
PLAN 16M-24
TOWN OF THE BLUE MOUNTAINS
COUNTY OF GREY

SCALE 1:500



R-PE SURVEYING LTD., O.L.S.

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJOINING LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

DATE _____, 2022

SEE ORIGINAL

A. U. KUMARANAYAKE, O.L.S.
R-PE SURVEYING LTD.

OWNER'S CERTIFICATE

I AUTHORIZE R-PE SURVEYING LTD., O.L.S. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF COMMON ELEMENTS CONDOMINIUM TO THE THE COUNTY OF GREY FOR APPROVAL.

PRIMONT (PEAK MEADOWS) INC

SEE ORIGINAL

DATE _____, 2022

JOE MONTESANO

AUTHORIZED SIGNING OFFICER

I HAVE THE AUTHORITY TO BIND THE CORPORATION

ADDITIONAL INFORMATION AS REQUIRED
BY SECTION 51(17) OF THE PLANNING ACT

- (a) SEE PLAN
- (b) SEE PLAN
- (c) SEE PLAN AND KEY PLAN
- (d) THE LAND IS TO BE USED ACCORDING TO THE SCHEDULE OF LAND USE
- (e) SEE PLAN
- (f) SEE PLAN
- (g) SEE PLAN AND KEY PLAN
- (h) MUNICIPAL WATER SUPPLY
- (i) CLAY
- (j) SEE PREVIOUS APPROVED DRAFT PLAN
- (k) MUNICIPAL SANITARY SEWER
- (l) NO RESTRICTIVE COVENANTS OR EASEMENTS

SCHEDULE OF LAND USE

	UNITS	AREA
SINGLE FAMILY	31	1.76ha
RESIDENTIAL (LOTS 1-31)		
COMMON ELEMENT CONDOMINIUM (PRIVATE ROAD AND AMENITY AREA-BLOCK 32 AND 33)		0.61ha
TOTAL	31	2.37ha

DRAFT APPROVAL GIVEN

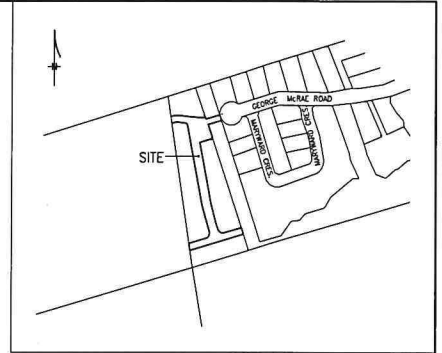
DATE May 26, 2022

rpe

R-P SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Christie Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel.(416)635-5000 Fax (416)635-5001
Tel.(905)264-0881 Fax (905)264-2099
Website: www.r-pe.ca
DRAWN: A.K.

JOB No. 21-431 CAD FILE No.21431-DP-Subdivision-2

GOLF COURSE
BLOCK 1
REGISTERED PLAN 1157



KEY PLAN (NOT TO SCALE)

DRAFT PLAN OF
COMMON ELEMENTS CONDOMINIUM OF
BLOCKS 32 AND 33
PLAN 16M-XXX
TOWN OF THE BLUE MOUNTAINS
COUNTY OF GREY

SCALE 1:500
R-P-E SURVEYING LTD., O.L.S.

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJOINING LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

DATE _____, 2022

SEE ORIGINAL
A. U. KUMARANAYAKE
ONTARIO LAND SURVEYOR

OWNER'S CERTIFICATE

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PRIMONT (PEAK MEADOWS) INC

DATE _____, 2022

SEE ORIGINAL
JOE MONTESANO
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO BIND THE CORPORATION

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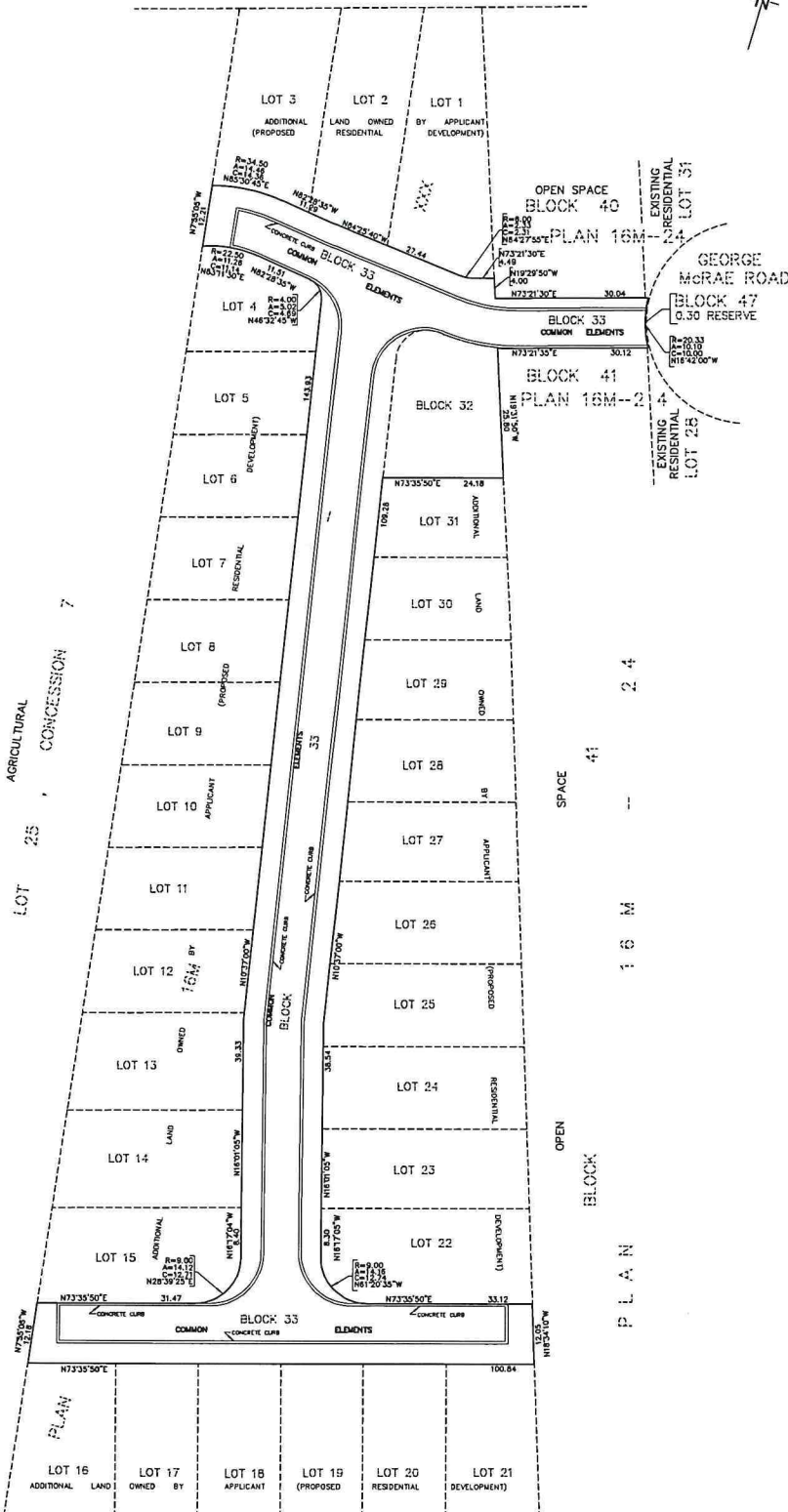
LAND USE

PROPOSED SITE AREA (COMMON ELEMENTS AREA) = 6115.91 m².
PARCELS OF TIED LAND (POTL): 31 LOTS
LAND USE INFORMATION OBTAINED FROM SITE PLAN BY RN DESIGN
DATED NOVEMBER 29, 2021

DRAFT APPROVAL GIVEN
DATE May 26, 2022

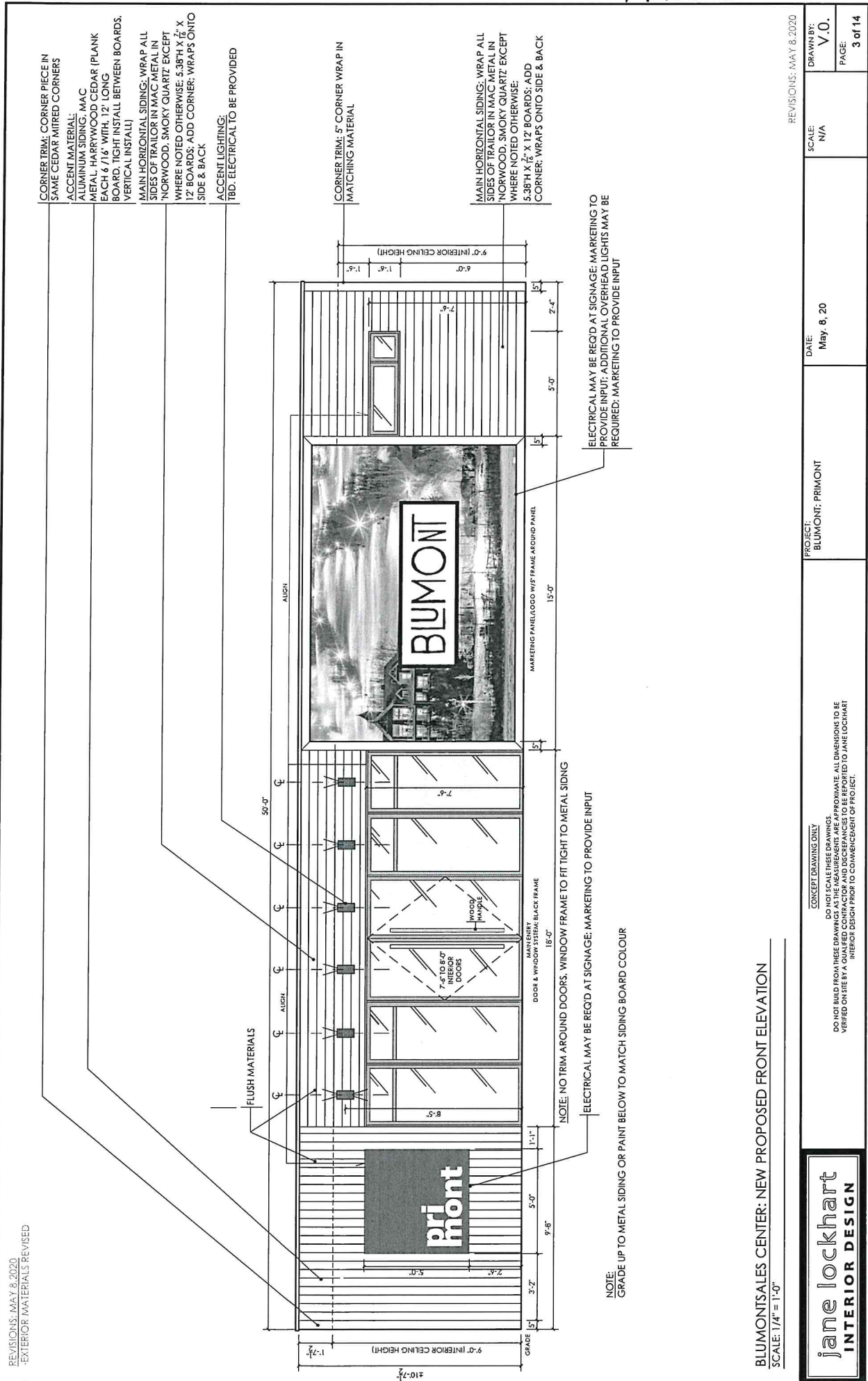
rpe R-P-E SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Christie Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel: (416) 635-5000 Fax: (416) 635-5001
Tel: (905) 264-0881 Fax: (905) 264-2099
Website: www.rpe.ca
DRAWN: A.Q. / A.K.
JOB No. 21-431 CAD FILE No. 21431-DP-1a

MAY 13, 2022 - 12:16:00



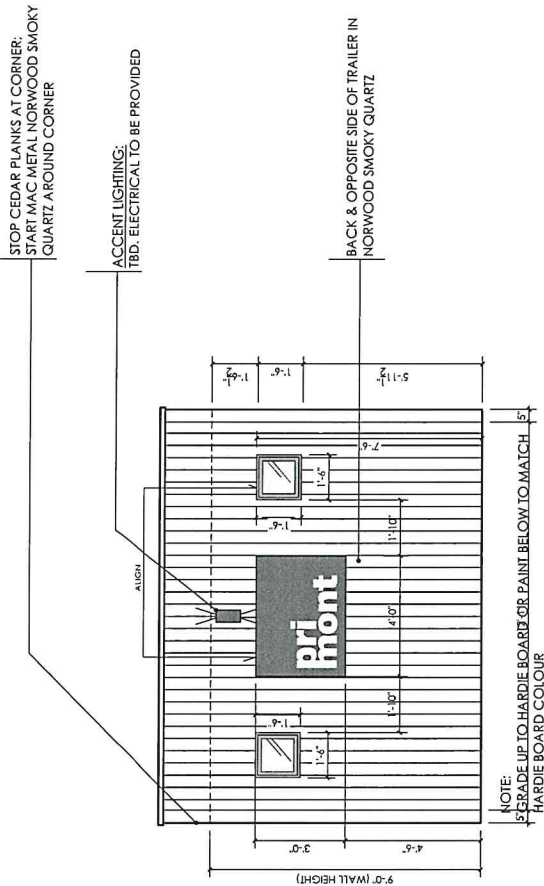
RURAL
LOT 25 CONCESSION 7

CONCEPT ONLY



CONCEPT ONLY

REVISIONS: MAY 8, 2020
-EXTERIOR MATERIALS REVISED



BLUMONT SALES CENTER: NEW PROPOSED SIDE ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS: MAY 8, 2020		SCALE: N/A		DATE: May 8, 20		PROJECT: BLUMONT; PRIMONT		DRAWN BY: V.O.	
DO NOT BUILD FROM THESE DRAWINGS AS THE MEASUREMENTS ARE APPROXIMATE. ALL DIMENSIONS TO BE VERIFIED ON SITE BY A QUALIFIED PROFESSIONAL. NO PART OF THIS DRAWING IS TO BE USED FOR INTERIOR DESIGN PRIOR TO COMMENCEMENT OF PROJECT.		CONCEPT DRAWING ONLY DO NOT SCALE THESE DRAWINGS.		PAGE: 4 of 14		jane lockhart INTERIOR DESIGN			



519.376.3076
237897 Inglis Falls Road
Owen Sound, ON N4K 5N6
www.greysauble.on.ca

Protect.
Respect.
Connect.

May 17th, 2023

Robert Cooke
9130 Leslie St -301
Richmond Hill, ON
L4B 0B9

Dear Robert Cooke,

**RE: Issuance of Grey Sauble Conservation Authority Permit GS23-067 Temporary sales office
140 George McRae Road
Town of The Blue Mountains, formerly Collingwood Township**

Please find enclosed a permit for your "Temporary sales office" project. Also enclosed is a green and white sign that must be posted on the property near the point of access to the project location while construction is taking place.

Please read the conditions carefully and ensure that you and your contractors understand the conditions of this permit prior to commencing with any development. You must inform our office when you plan to start the project and upon completion of the project.

If any questions should arise, please feel free to contact me.

Regards,



Chris Scholz
Intermediate Planner

Encl.

Cc via email: Alex Maxwell, GSCA Director, Town of the Blue Mountains
Building Department, Town of the Blue Mountains

Member Municipalities

Municipality of Arran-Elderslie, Town of the Blue Mountains, Township of Chatsworth, Township of Georgian Bluffs, Municipality of Grey Highlands, Municipality of Meaford, City of Owen Sound, Town of South Bruce Peninsula



**Grey Sauble
CONSERVATION**

**GREY SAUBLE
CONSERVATION AUTHORITY**

PERMIT NUMBER	GS23-067
DATE ISSUED	17-May-23

R.R.#4, Inglis Falls Road, Owen Sound, Ontario, N4K 5N6 (519)376-3076 Fax (519)371-0437

**DEVELOPMENT, INTERFERENCE with WETLANDS, ALTERATIONS
to SHORELINES and WATERCOURSES PERMIT**

In accordance with Ontario Regulation 151/06, permission is hereby granted to:

Owner Primont (Peak Meadows) Inc

Agent

9130 Leslie St -301
Richmond Hill, ON
L4B 0B9

- to ☐ PLACE/REMOVE FILL ☐ ALTER A WETLAND
☒ CONSTRUCT/RECONSTRUCT A BUILDING or STRUCTURE ☐ ALTER, ADD TO, RENOVATE A BUILDING
☐ ALTER A WATERCOURSE ☐ ALTER A LAKE SHORELINE

at the following location 140 George McRae Road

Lot Block 32 Conc

Town of the Blue Mountains , formerly Collingwood Township

Lot Number

Registered Plan Number

Existing Landuse: residential

Roll#: 42-42-000-011-032-90-0000

For the following works: Temporary sales office.

on the above described property, during the period of 17-May-23 to 17-May-25

The applicant, by acceptance of and in consideration of the issuance of this Permit, agrees to the "Specific and General" conditions as listed below. If the applicant wishes to appeal these conditions to the Authority's board of directors, the Authority must be notified in writing prior to commencement of the project. Once the appeal process has been initiated, this permit becomes null and void and no work shall commence.

SPECIFIC CONDITIONS

- 1) The proposed works must be completed in accordance with the attached plans.
- 2) Appropriate sediment controls must be used to prevent sediment transport offsite and into the adjacent watercourse.
- 3) All disturbed areas must be re-vegetated and/or stabilized immediately following construction.
- 4) Existing drainage patterns are to be generally maintained, and drainage must not be directed to neighbouring properties.
- 5) Any changes to project design within our regulated area must be approved by this office.
- 6) The enclosed green and white sign must be posted at a visible point of access to the project location.

GENERAL CONDITIONS

1. Approvals, permits, etc. may be required from other agencies prior to undertaking the work proposed. Authority permission, if granted for the proposed work, does not exempt the owner/agent from complying with any or all other approvals, laws, statutes, ordinances, directives, regulations, etc. that may affect the property or the use of same.
2. Authorized representatives of the Grey Sauble Conservation Authority may, at any time, enter onto the lands which are described herein to make surveys, examinations or inspections which are required for the purpose of ensuring that the work(s) authorized by this Permit are being carried out according to the terms of this Permit.
3. **The applicant agrees:**
 - (a) to indemnify and save harmless on a solicitor and client basis, the Grey Sauble Conservation Authority and its officers, employees or agents, from or against all damage, loss, claims, demands, actions and proceedings, arising out of or resulting from any act or omission of the owner and/or applicant or any of his agents, employees or contractors relating to any particulars, terms or conditions of this Permit;
 - (b) that this Permit shall not release the applicant from any legal liability or obligation and remains in force subject to all limitations, requirements and liabilities imposed by law;
 - (c) that all complaints arising from the execution of the works authorized under this Permit shall be reported prior to the expiration of this Permit.

(Officer of the Authority)

**PLEASE CONTACT
BEFORE AND AFTER THE WORK IS COMPLETED**

Chris Scholz



Grey Sauble
CONSERVATION

**Grey Sauble
Conservation Authority**

R.R.#4, 237897 Inglis Falls Road
Owen Sound, Ontario
N4K 5N6 (519) 376-3076
www.greysauble.on.ca

A Permit for this site has been issued for:

Temporary sales office.

**under the Grey Sauble Conservation
Authority: Regulation of Development,
Interference with Wetlands and Alterations
to Shorelines and Watercourses
(Section 28 Conservation Authorities Act)**

Permit No. GS23-067

Approved 17-May-2023 Expires 17-May-2025

NOTE: BUILDER TO VERIFY LOCATION OF ALL HYDRANTS, STREET LIGHTS, TRANSFORMERS AND OTHER SERVICES. IF ANY DIMENSIONS ARE NOT MAINTAINED BUILDER IS TO RELOCATE AT HIS OWN EXPENSE.

BUILDING STATISTICS

REG. PLAN No.	
ZONE	
LOT NUMBER	SALES OFFICE LOT 1
LOT AREA(m) ²	
BLDG AREA(m) ²	
LOT COVERAGE(%)	
No. OF STOREYS	
MEAN HEIGHT(m)	
PEAK HEIGHT(m)	
DECK LINE(m)	

LEGEND

FFE	FINISHED FLOOR ELEVATION	☐	SUMP PUMP
TFW	TOP OF FOUNDATION WALL	☐	BELL PEDESTAL
TBS	TOP OF BASEMENT SLAB	☐	CABLE PEDESTAL
USF	UNDER SIDE FOOTING	☐	CATCH BASIN
USFR	UNDER SIDE FOOTING @ REAR	☐	DIM. CATCH BASIN
USFG	UNDER SIDE FOOTING @ GARAGE	☐	ENGINEERED FILL
TEF	TOP OF ENGINEERED FILL	☐	HYDRO CONNECTION
R	NUMBER OF RISERS TO GRADE	☐	FIRE HYDRANT
WOD	WALKOUT DECK	☐	STREET LIGHT
LOB	LOOKOUT BASEMENT	☐	MAIL BOX
WOB	WALK OUT BASEMENT	☐	TRANSFORMER
WUB	WALK UP BASEMENT	☐	SEWER CONNECTIONS 2
REV	REVERSE PLAN	☐	SEWER CONNECTIONS 1
STD	STANDARD PLAN	☐	WASTE CONNECTION
△	DOOR	☐	WATER VALVE
○	WINDOW	☐	CHAMBER
☐	AIR CONDITIONING	☐	HYDRO AND VALVE
☐	DOWN SPOUT TO SPLASH PAD	☐	HYDRO METER
☐	DOWN SPOUT CONNECTED TO STM	☐	GAUGE METER
→	SWALE DIRECTION	☐	MANHOLE - STORM
---	CHARMING FENCE	☐	MANHOLE - SANITARY
---	PRIVACY FENCE	☐	
---	SOUND BARRIER	☐	
---	FOOTING TO BE EXTENDED TO 1.22 (40") BELOW GRADE	☐	

NOTE: USF BASED ON 150mm (6") FOOTING DEPTH. CONTRACTOR TO CONFORM WITH WORKING DRAWINGS FOR SPECIFIC SITES THAT MAY SUPERSEDE THIS SIZE.

ISSUED OR REVISION COMMENTS

NO.	DESCRIPTION	DATE	DWN	CHK
1	ISSUED FOR REVIEW	12 APR 23	BWS	
2	ISSUED FOR REVIEW	19 APR 23	BWS	
3	ISSUED FINAL	21 APR 23	RP	

IMPORTANT FOOTING NOTE:
 - IT IS THE RESPONSIBILITY OF THE BUILDER TO VERIFY FROM THE ARCHITECTURAL DRAWINGS BEFORE CONSTRUCTION, WHETHER ADDITIONAL THICKNESS MAY BE REQUIRED.
 - LOT GRADING PLANS ASSUME A 1% TO USF DISTANCE OF 0.23, BASED ON FOOTING THICKNESS UP TO 4'.
 - IF ADDITIONAL FOOTING THICKNESS IS REQUIRED THE USF IS TO BE LOWERED BY THE FOLLOWING AMOUNTS:
 - UP TO 4' FOOTING, LOWER USF BY 0.27
 - 10' FOOTING, LOWER USF BY 0.30
 - 12' FOOTING, LOWER USF BY 0.33
 - 14' FOOTING, LOWER USF BY 0.36
 - 16' FOOTING, LOWER USF BY 0.39
 - 18' FOOTING, LOWER USF BY 0.42

WWW.RNDESIGN.COM
 T:905-738-3177
 WWW.THEPLUSGROUP.CA

DESIGN

CLIENT
 PRIMONT HOMES

PROJECT/LOCATION
 THE SUMMIT
 BLUE MOUNTAIN

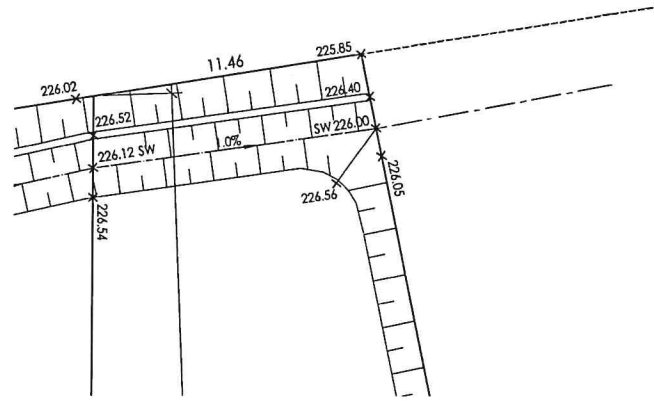
DRAWING
 SITE PLAN

DRAWN BY
 BWS

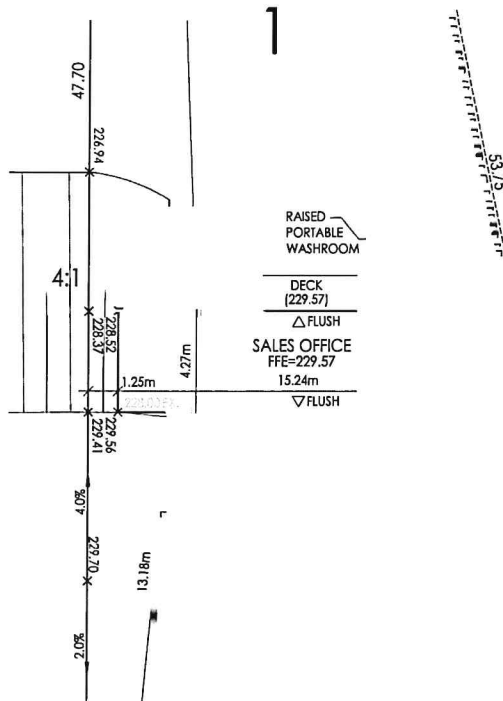
PROJECT No.
 21039

SCALE
 1:250

LOT NUMBER
 SALES OFFICE LOT 1



C.F. Crozier & Associates Inc. For
 Compliance with Overall Subdivision
 Grading Only



-PROPOSED
 RET. WALL
 T/W= 228.90

Zoning Compliance Matrix - Temporary Sales Trailer			
	Allowable	Actual	Status
Min Front Yard	Min. 6m	13.18m	Met
Exterior Side Yard	Min. 6m	n/a	n/a
Interior Side Yard	Min. 1.2m	1.25/1.39m	Met
Rear Yard	Min. 7.5m	30.34m	Met
Maximum Height	6.5m	2.74m	Met
Max floor area	200m ²	65m	Met

TEMPORARY SALES OFFICE AGREEMENT

THIS AGREEMENT made this ____ day of ____ 2023

BETWEEN:

PRIMONT (PEAK MEADOWS) INC.
(hereinafter called the OWNER)

- and -

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(hereinafter called the "Municipality")

WHEREAS the Owner is the owner of the land described in Schedule "A" hereto (the "Lands");

AND WHEREAS the Owner is desirous of constructing a sales office on the Land;

AND WHEREAS the Owner is required to obtain Site Plan Approval from the Town to facilitate the construction of the sales office;

AND WHEREAS the Municipality has granted conditional site plan approval and approved the plans and drawings submitted with the Owner's application, subject to certain conditions, including the entering into of an agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P.13;

AND WHEREAS subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings

The Owner covenants and agrees to develop the Lands and to construct and build such buildings or structures in a good and workmanlike fashion, in compliance with any applicable laws and by-laws, including the *Building Code Act 1992*, S.O. 1992, c. 23 and in strict compliance with the plans and drawings set out in Schedule "B" of this Agreement (the "Approved Plans")

2. Special Provisions

The Owner covenants and agrees to satisfy and be bound by each of the special provisions set out in Schedule "C" to this Agreement.

3. Fees and Charges

The Owner covenants and agrees to pay to the Municipality the fees and charges set out in Schedule "D" to this Agreement upon execution of this Agreement by the Owner.

4. Parkland

The Owner covenants and agrees to pay \$NIL to the Municipality as cash-in-lieu of a dedication of land for parks purposes pursuant to Parkland Dedication By-law 2003-31, as amended.

5. Security

In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Municipality prior to or upon execution of this Agreement, a letter of credit in the amount of \$10,000.00 ("Security"). The aforesaid letter of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit

becomes due or until such time as the Municipality returns the letter of credit. The Owner hereby acknowledges and agrees that should there be any default, deficiency in, or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days of receipt of written notice of said default, deficiency, or failure, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Municipality cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit. The Owner covenants and agrees that the Municipality shall not be obliged to return any of the unused balance of the Security until all the work or matters required by this Agreement are complete to the Municipality's satisfaction.

6. Insurance

The Owner shall take out and keep in full force and effect, at its sole cost and expense, commercial general liability insurance which shall include coverage for bodily injury liability and property damage liability arising out of the use, repair, construction or maintenance of any Municipal lands, the Lands, any works, services, infrastructure, buildings, structures or utilities in any way connected with, or approved by, this Agreement. This policy shall be written with limits of not less than Two Million Dollars (\$2,000,000) exclusive of interest and costs, per occurrence and shall include the Town as an additional insured. This policy shall not be terminated, cancelled or materially altered unless written notice, by registered mail, of such termination, cancellation or material alteration is given by the insurers to the Town at least sixty (60) days before the effective date of such change or cancellation. In the event the policy is changed, cancelled or materially altered without the express written consent of the Town, this Agreement shall be immediately terminated, and the Owner acknowledges and agrees that they shall have no further right to continue the construction, work, or works contemplated by this Agreement, whether or not Notice of such termination has been given to the Owner.

7. Construction Act

The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the *Construction Act*, R.S.O. 1990, c. C.30as amended. The Owner agrees to indemnify the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the lands or interests thereto.

8. Notices

Any notice required to be given by either party to the other shall be mailed, delivered or sent by email transmission to:

(a) the Owner [REDACTED]
Attn: [REDACTED]

(b) the Municipality at: 32 Mill St., Box 310. Thornbury, ON. N0H2P0
Attn: Director of Planning & Development — directorpds@thebluemountains.ca

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by email transmission shall be deemed good and sufficient notice under the terms of this Agreement.

9. Occupancy

The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all works required under this Agreement are

completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws.

10. Entry by Municipality

The Municipality may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any works, services or facilities required to be provided, constructed or installed by the Owner comply with this Agreement

11. General Conditions

The Owner covenants and agrees:

- (a) To provide, during all hours of construction, competent on-site supervision of all works required to be done on all public and private lands and building construction to be undertaken on the Lands.
- (b) To verify the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.
- (c) To make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.
- (d) To comply with all provisions of the Municipality's noise by-law.
- (e) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road.
- (f) Not to conduct any staging, storage or construction within the Municipality's Right of Way or municipal land.
- (g) Not to connect to any municipal services, including water or sewer, without the express written permission of the Municipality.
- (h) Not to use or occupy any municipal right of way or land without the express written permission of the Municipality and obtaining of a Municipal Land Use Permit, if applicable.

12. Registration of Agreement

The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

13. Postponement & Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

14. Termination of Agreement

If the development proposed by this Agreement is not commenced within 2 years from the date of the execution of this Agreement, the Municipality may, at its sole option and on 30 days written notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owner shall not be entitled to any refund of fees, levies or other charges paid by the Owner pursuant to this Agreement.

This Agreement shall remain in full force and effect until such time as an occupancy permit for the use of the sales trailer for residential purposes has been issued by the Town's Chief Building Official provided that if such occupancy permit has not been issued by a date three (3) years from the date of execution of this Agreement by the Municipality this Agreement will terminate on this date (the "Termination Date") unless an extension of the Termination Date has been granted

by the Director of Planning and Development Services. A request for extension of this Termination Date shall be submitted to the Director of Planning and Development Services ninety (90) days prior to the Termination Date.

In the event this Agreement is terminated in accordance with Section 14, without a residential occupancy permit having been issued by the Town, the Owner shall immediately cease the use of the sales trailer and forthwith demolish the same, subject to all necessary permits, and leave the Lands in a safe condition by no later than ninety (90) days from the termination of this Agreement.

15. Enforcement

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.

16. Applicable Laws

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

17. Indemnity

The Owner hereby indemnifies and shall save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with this Agreement.

18. Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from to time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.
- (i) The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the Planning Act

SCHEDULE B

This Schedule forms part of a Site Plan Agreement between the Owner and Municipality

APPROVED PLANS

Approved Plans prepared by XXX and stamped 'Site Plan Approved' by the Town on DATE

SCHEDULE C

This Schedule forms part of a Site Plan Agreement between the Owner and Municipality

SPECIAL PROVISIONS

1. The Owner agrees to obtain all necessary permits for the sales office use from the appropriate approval authorities including, but not necessarily limited to, the Municipality, entrance permits and building permits, conservation authority, and County of Grey
2. The Owner agree to store snow in accordance with the Approved Plans, if indicated or to otherwise remove surplus snow from the Lands and to ensure that the access lands, parking spaces and landscaping are not used for the stockpiling of snow.
3. The owners acknowledge that should snow storage occur on Town lands, the Town may elect to remove said snow at the cost of the Owner.
4. The Owner agrees that the sales office shall not be used for human habitation until such a time that a permit for occupancy has been issued by the Town's Chief Building Official, in accordance with the Building Code Act.
5. On or before the Termination Date (as set out in Section 16 of this Agreement) the Owner covenants and agrees to remove and restore the parking area to the Municipality's satisfaction. The Owner further agrees that if it fails to adequately remove and restore the parking area the Municipality shall be entitled to enter onto the Lands and undertake the work at the Owner's expense and the Owner agrees to forthwith reimburse the Municipality for the cost of such restoration and the Municipality shall be entitled to draw on the Security if the Owner fails to reimburse the Municipality accordingly.
6. The Owner agrees to install barrier free signage for the required accessible parking space(s), to the satisfaction of the Municipality.
7. The Owner agrees to install a caution sign for the traveling public to indicate that the area is an active construction site to the satisfaction of the Municipality.

DEDICATIONS AND CONVEYANCES

NIL

SCHEDULE D

This Schedule forms part of a Site Plan Agreement between the Owner and Municipality

FEES AND CHARGES

Due at time of execution:

- Sales Centre Agreement Fee: \$500.00
- Security: \$10,000.00

interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

- (j) This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
- (k) Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.
- (l) This Agreement embodies the entire agreement of the Parties with regard to the matters dealt with herein, and no understandings, commitments, representations or agreements, verbal or otherwise, exist between the Parties except as herein set out.
- (m) This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- (n) The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act* 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

19. Successors and Assigns

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED, DELIVERED

Per:

I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Tim Murawsky, Chief Building Officer

SCHEDULE A

This Schedule forms part of a Site Plan Agreement between the Owner and Municipality

DESCRIPTION OF THE LANDS

Lot 1, Draft Plan of Subdivision Block 38 PLAN 16M24