

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2012-03

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND MIKE GOSSAGE

WHEREAS a new Site Plan Agreement has been prepared to the satisfaction of the Township of South Frontenac and signed by the property owner;

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC BY ITS COUNCIL, ENACTS AS FOLLOWS:

1. THAT the Mayor and the Clerk are hereby authorized to execute a Site Plan Agreement between the Corporation of the Township of South Frontenac and Mike Gossage, a copy of which is attached hereto and forms part of this by-law.
2. THAT this By-law and Agreement shall be registered on title of the property described as Part Lot 1, Concession V, Loughborough District, Township of South Frontenac.
3. THIS BY-LAW shall come into force and effect in accordance with section 41 of the Planning Act 1990, as amended, either upon the date of passage or as otherwise provided by the said section 41.

Dated at the Township of South Frontenac this tenth day of January, 2012.

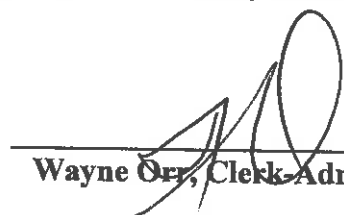
Read a first and second time this tenth day of January, 2012.

Read a third time and finally passed this tenth day of January, 2012.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**



Gary Davison, Mayor



Wayne Orr, Clerk-Administrator

**THIS SITE PLAN AGREEMENT made this 11th day
of January, 2012.**

BETWEEN:

MIKE GOSSAGE

hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Owners are the registered owners in fee simple of certain lands described in Schedule "A", attached hereto, located in the Township of South Frontenac (the "Owners' Lands");

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Lands pursuant to section 41 of the Planning Act and section 6.17 of the Township of South Frontenac Official Plan;

AND WHEREAS the Municipality has passed by-law No. 2003-25 to designate all of the Township of South Frontenac as a "Site Plan Control Area";

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

In this Agreement:

- a) *"Owner" includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and encumbancer in possession and may mean more than one Owner specified in the Certificate of ownership.*
1. The Owner covenants that the Owner is the Owner in fee simple of the Owner's lands.
2. The obligations imposed by this Agreement affect the lands described in Schedule "A" hereto and any restrictive covenants expressed herein run with the land and bind successors in title to the said property as well as the successors and assigns of the Owner.
3. The encumbancer agrees to satisfy all the obligations imposed pursuant to this document if it should enter into possession of the said lands.
4. The following schedules are attached to and form part of this agreement and no new building, structure or other facility shall be erected, altered or placed on the said lands except in accordance with the attached schedules which consist of:
 - A. Legal Description of Lands
 - B. Site Plan
5. The Owner shall develop and use the subject land only as a nursery/garden centre and only in accordance with the uses and locations identified on Schedule "B". Site development shall consist of outdoor storage areas and access and manoeuvring areas as shown. Trees, signage and vegetative buffer plantings are to be placed as shown on "Schedule B". Vegetative plantings shall be in the form of cedar trees being a minimum of five (5) feet in height when planted and placed a minimum of five (5) feet apart where the subject land abuts the existing

residential lot as shown on Schedule "B". Additional cedar tree plantings are required along Loughborough/Portland Boundary Road as shown on Schedule "B" and shall also be a minimum of five (5) feet in height when planted. All buffer plantings shall be placed prior to the commercial use beginning operation.

6. The access from the property onto Loughborough/Portland Boundary Road is to be constructed to Township specifications and approved by the Manager of Public Works.
7. The Owner shall prevent damage being caused to existing public highways, other public works or municipal property in the course of the development of the said lands and shall restore such property to the condition it was prior to the commencement of development.
8. The Owner shall ensure that parking areas, manoeuvring areas and aisles and access ways connecting the parking area with the street are maintained with a stable surface, which is treated so as to prevent the raising of dust.
9. Trees, plantings, and outdoor storage and manoeuvring areas shall be maintained in a condition acceptable to the township.
10. Hours of operation of the nursery/garden centre are limited to 8 A.M. to 5 P.M. Monday to Saturday inclusive.
11. In the event of a sale of the improved lands, the owner will assume full and complete responsibility for the continuing obligations under this Agreement. The enforcement of this Agreement is the responsibility of the Municipality.
12. The Agreement shall be registered against the title of the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any and all subsequent owners of the Lands.
13. In the event that the owner fails to install or maintain the facilities covered by this Agreement, then, upon the Chief Building Official or designate, giving seven days written notice by pre-paid registered mail to the Owner, the municipality, through its employees, agents or contractors, may, without further notice, enter upon the lands and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities including the repair or reconstruction of faulty work and the replacement of materials which are not in accordance with plans or specifications and to charge the cost thereof, together with the cost of engineering and any other expenses incurred by the municipality, against the Owner. Such entry and work shall not be deemed as acceptance or assumption of said facilities nor an assumption by the Municipality of any liability. It is expressly agreed that the Owner or any person in possession shall not question the cost incurred by the Municipality for labour, materials or any other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in judicial proceedings if such costs are challenged or placed in question. The Owner agrees to permit the Chief Building Official, or agent, to enter onto the Lands at any time to inspect the work. The Municipality may perform any of the required services and collect the cost for the enforcement of this Agreement against the said Lands from the security.
14. The Owner covenants and agrees that the lands and premises more particularly described in Schedule "A" annexed hereto may only be used for those purposes specified by Special Rural Commercial Zone RC-13.

WITNESS the corporate seals of the respective corporate parties hereto, duly affixed under the hands of their respective signing officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of)
)

) **THE CORPORATION OF THE**
) **TOWNSHIP OF SOUTH**
) **FRONTENAC**

)
) _____

) **Mayor**

)
) _____

) **Clerk**

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

**Part ?, Reference Plan 13R-?????, Lot 1, Concession IV, Loughborough District,
Township of South Frontenac**

SCHEDULE "B"

SITE PLAN

Scale: NTS

LOUGHBOROUGH/PORTLAND BOUNDARY RD.

COMMERCIAL
ENTRANCE

Access Aisle
(9m wide)

Earth
Piles

Building

Bagged Products // Concrete
Barriers

Concrete
Barriers Manoeuvring
Area

Concrete
Retainers

Sea
container

Flagstone

Cedar
Trees



RUTLEDGE ROAD

COMMERCIAL
SIGN