

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2012-48

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 WAYNE AND CONSTANCE SELLE.

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

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC BY ITS COUNCIL, HEREBY 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 Wayne and Constance Selle, 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 III, Portland 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, either upon the date of passage or as otherwise provided by the said section 41.

Dated at the Township of South Frontenac this seventh day of August 2012.

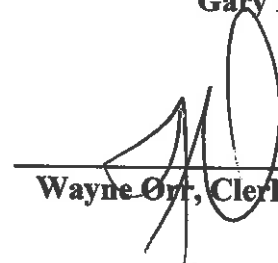
Read a first and second time this seventh day of August, 2012.

Read a third time and finally passed this seventh day of August, 2012.

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



Gary Davison, Mayor



Wayne Orr, Clerk-Administrator

**THIS SITE PLAN AGREEMENT made this 9th day
of August, 2012.**

BETWEEN:

WAYNE AND CONSTANCE SELLE

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) *"Owners" include a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and encumbrancer in possession and may mean more than one Owner specified in the Certificate of ownership.*
1. The Owners covenant that the Owners are the Owners in fee simple of the Owners' 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 Owners.
3. The encumbrancer 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 Owners shall use the subject land only in accordance with the uses and locations identified on Schedule "B" comprising a shed, sawmill and storage areas for slabwood bundles, lumber storage, log storage and storage for logs/lumber and farm equipment.

6. The Owners 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.
7. The Owners 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.
8. Hours of operation of the sawmill are limited to 7 A.M. to 7 P.M. Monday to Friday, and 8 A.M. to 12 Noon on Saturdays.
9. 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.
10. 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.
11. In the event that the Owners fail 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 Owners, the municipality, through it's 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 Owners 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.
12. The Owners covenant and agree that the lands and premises more particularly described in Schedule "A" annexed hereto may only be used for those purposes specified by Special Rural Zone RU-28.

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

Wayne D. Sells
Constance Sells

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Part Lot 1, Concession III, Portland District, Township of South Frontenac
Being the south west quarter of Lot 1, Concession III,
Which may also be described as:
South half of Lot 1, Concession III except: Parts 1,2,3 Plan 13R 20080; Parts 1,2,3
Plan 13R 11926; Parts 1,2,3 Plan 13R 8929; and Part 1 Plan 13R 6693.

SCHEDULE "B"

SITE PLAN

**SUBJECT
PROPERTY**

HAYFIELD

**LOG
STORAGE**

**STORAGE LOGS/LUMBER
FARM EQUIPMENT**

**LUMBER
STORAGE**

← SHED

← SAWMILL

MURVALE ROAD

SCANLAN RD.

**SLABWOOD
BUNDLES**

SCALE: N.T.S.

