TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2012-50

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 TERRY GRANT.

WHEREAS a revised 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 Terry Grant, 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 1 of Plan 13R-19528: Part Lot 6, Concession V, 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 tenth day of August, 2012.

BETWEEN:

TERRY GRANT

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 Owner is the registered owner in fee simple of certain lands described in Schedule "A", attached hereto, located in the Township of South Frontenac (the "Owner's Land");

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. 2003-75 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 land.

2. The obligations imposed by this Agreement affect the land 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 encumbrancer agrees to satisfy all the obligations imposed pursuant to this document if it should enter into possession of the said land.

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 land except in accordance with the attached schedules which consist of:

A. Legal Description of Lands
B. Site Plan
C. Commercial/Truck Access Design

5. The Owner shall perform all the work and provide all the materials necessary for the construction of facilities as specified on the Site Plan, noted on Schedule "B" to this Agreement. Such work shall be fully completed no later than two years from the date of signing the Agreement ("known as the completion date").

6. The Owner shall construct a commercial plaza building, accessory storage building with associated parking and septic area generally as shown on Schedule "B". Site development shall include access, parking, loading and manoeuvring areas that are paved with asphalt, garbage enclosures and other associated uses as shown on Schedule "B".

7. Planting strips shall be located at the front of the parcel and along a portion of the north lot line as shown on Schedule "B". These planting strips shall be landscaped areas not built upon and shall include at least one hedgerow of hardy shrubs not less than 0.3 metres in height at the time of planting and not less than one (1) metre in height when fully grown. In addition coniferous trees shall be planted and maintained in the locations shown on Schedule "B" at the entrance to the subject land and along the north boundary at the distances specified. Such plantings shall be Pyramid Pine or similar species with a minimum of 1.8 metres in height. Coniferous Norway Maple or similar species shall also be installed as shown and shall be maintained.

8. The access onto Road #38 is to be maintained to Township specifications as shown on Schedule "C" to this Agreement. The access area is to be paved with asphalt and an entrance permit shall be obtained from the Roads Department.

9. The Owner shall prevent damage being caused to existing public highways, other public works or municipal property in the course of development of the lands.

10. Stormwater shall be directed as indicated (by arrows) on Schedule "B" with ditching along the south boundary of the subject lot. Post-development stormwater flows shall not exceed pre-development flows in terms of water quality and quantity.

11. Lighting shall be installed at the locations indicated on Schedule "B" and all lighting shall be directed downwards so as to mitigate light pollution on neighbouring lands.

12. Three barrier-free parking spaces shall be provided in addition to the regular required parking spaces. The location of the barrier-free parking spaces shall be as shown on Schedule "B".

13. In the event of a sale of the improved lands, the new 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.

14. 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.

15. 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 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 Owners agree 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.

16. 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 in the Special Urban Commercial Zone (UC-20).

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

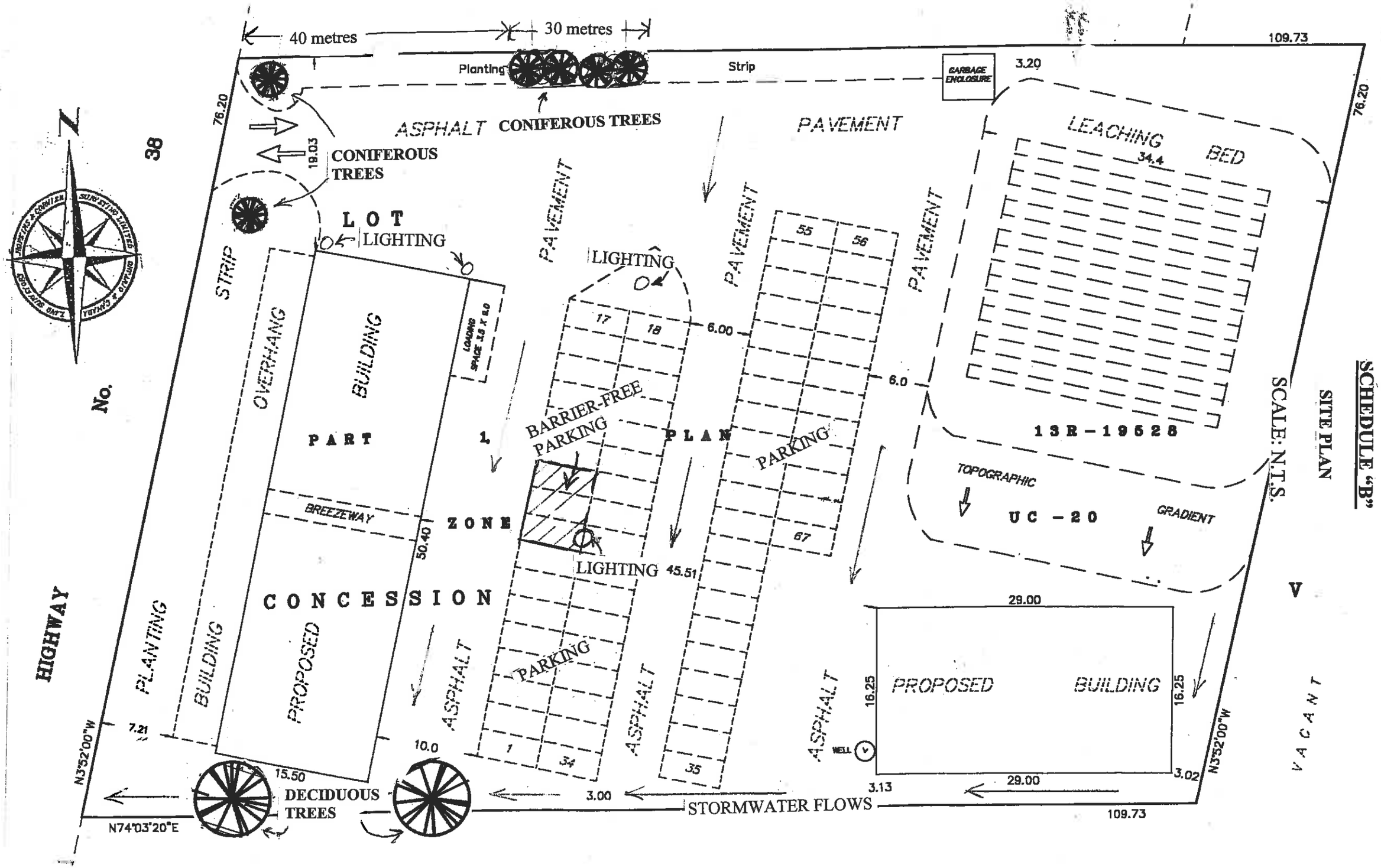
Mayor

Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Part 1, Plan 13R-19528; Part of Lot 6, Concession V, Portland District, Township of South Frontenac


40 metres
30 metres
Planting
Strip
GARBAGE ENCLOSURE
3.20
109.73
76.20
ASPHALT
CONIFEROUS TREES
PAVEMENT
LEACHING BED
34.4
CONIFEROUS TREES
19.03
LOT
LIGHTING
STRIP
PAVEMENT
LIGHTING
PAVEMENT
PAVEMENT
55
56
17
18
6.00
6.0
LOADING SPACE 3.0 X 6.0
OVERHANG
BUILDING
PART
1,
BARRIER-FREE PARKING
PLAN
PARKING
13R-19528
TOPOGRAPHIC
GRADIENT
UC-20
BREEZEWAY
ZONE
50.40
67
LIGHTING
45.51
CONCESSION
29.00
PLANTING
BUILDING
PROPOSED
ASPHALT
PARKING
ASPHALT
ASPHALT
16.25
PROPOSED
BUILDING
16.25
WELL
7.21
10.0
1
34
35
3.13
29.00
3.02
N3°52'00"W
N3°52'00"W
15.50
DECIDUOUS TREES
3.00
STORMWATER FLOWS
109.73
N74°03'20"E
HIGHWAY
No.
38
V
VACANT
SCALE: N.T.S.
SITE PLAN
SCHEDULE "B"

MINISTRY OF TRANSPORTATION
ONTARIO

CSAS – 23

TRUCK ACCESS

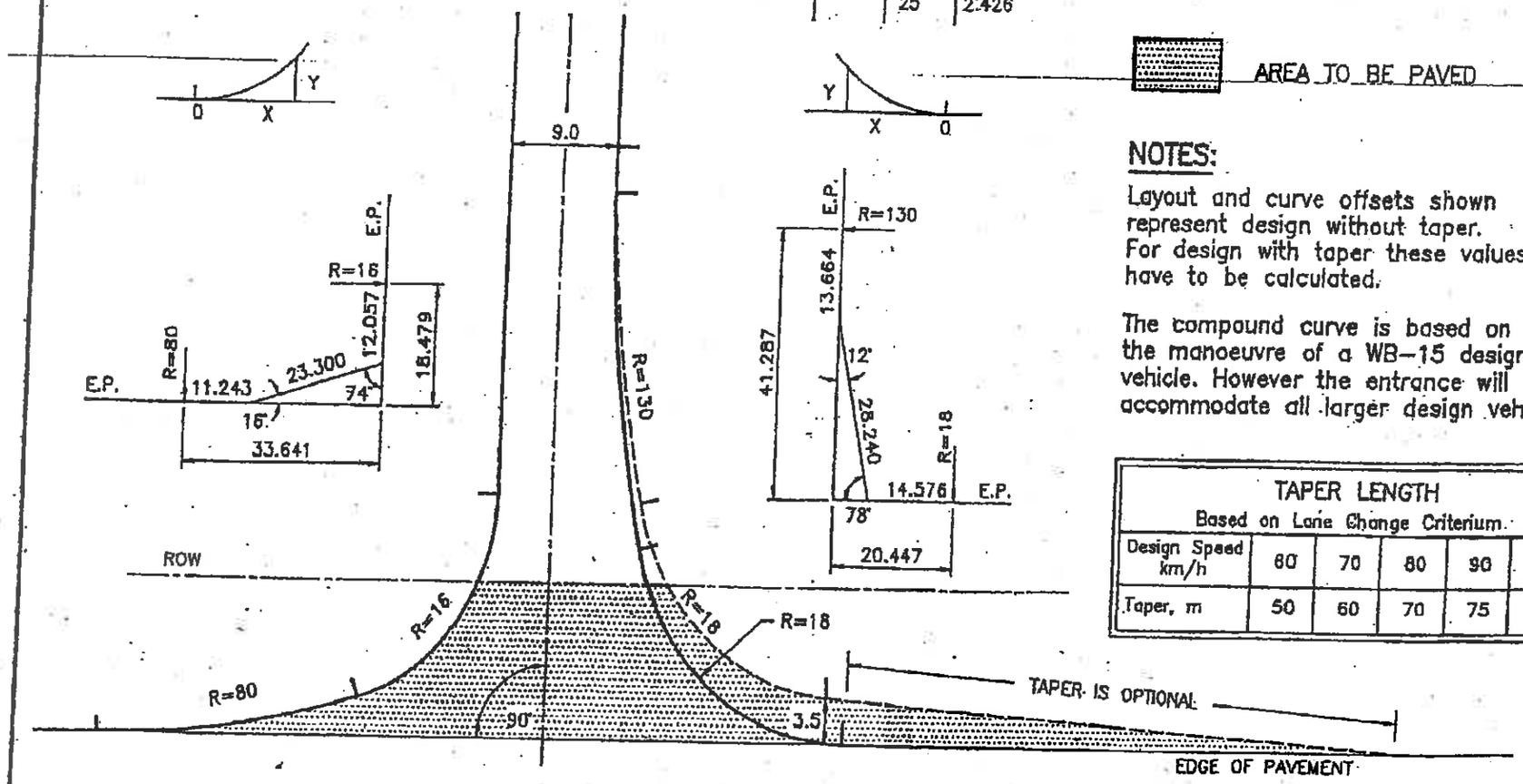
ALL TRUCK DESIGN VEHICLES

DATE: 1994–01 | REV: –

SCHEDULE "C"

CURVE R=80 X	CURVE R=80 Y	OFFSETS R=16 X	OFFSETS R=16 Y
0	0	0	0
5	0.156	5	0.801
10	0.627	10	3.510
15	1.419	15	10.432
20	2.540		

CURVE R=18 X	CURVE R=18 Y	OFFSETS R=130 X	OFFSETS R=130 Y
0	0	0	0
5	0.708	5	0.096
10	3.033	10	0.385
15	8.050	15	0.868
		20	1.548
		25	2.426



AREA TO BE PAVED

NOTES:

Layout and curve offsets shown represent design without taper. For design with taper these values have to be calculated.

The compound curve is based on the manoeuvre of a WB–15 design vehicle. However the entrance will accommodate all larger design vehicles.

TAPER LENGTH Based on Lane Change Criterium.					
Design Speed km/h	60	70	80	90	100
Taper, m	50	60	70	75	80

SCALE 1:500