

**TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NUMBER 2014-50**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A LICENCE AGREEMENT THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND RALPH EMERSON BOSTON.**

**WHEREAS** a revised Licence 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 Licence Agreement between the Corporation of the Township of South Frontenac and Ralph Emerson Boston, 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 of Lots 5 & 6, Concession XV, Storrington District, Township of South Frontenac.
3. THIS BY-LAW shall come into force and effect in accordance with section 28 of the Municipal Act 2001, either upon the date of passage or as otherwise provided by the said section 28.

**Dated at the Township of South Frontenac this fifth day of August, 2014.**

**Read a first and second time this fifth day of August, 2014.**

**Read a third time and finally passed this fifth day of August, 2014.**

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

  
\_\_\_\_\_  
**Gary Davison, Mayor**

  
\_\_\_\_\_  
**Wayne Orr, Clerk-Administrator**

THIS LICENSE AGREEMENT made this 20<sup>th</sup> day of August, 2014.

**BETWEEN:**

**RALPH EMERSON BOSTON**  
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 located in the Township of South Frontenac more particularly described in Schedule "A" (the Owners' Lands);**

**AND WHEREAS the Council of the Corporation of the Township of South Frontenac, by By-law 2014-50 has agreed to enter into a licence agreement with the Owner to provide vehicular access along a portion of the Township owned unmaintained road, in concession XV, lot 5, District of Storrington, Township of South Frontenac;**

**AND WHEREAS the agreement is a prerequisite to the issuance of building permit to the Owner for the Owner's property in concession XV, lot 6, District of Storrington;**

**AND WHEREAS Section 28, (2)(a) of the Municipal Act, 2001, c. 25, gives local municipalities jurisdiction over all road allowances located in the municipality; and whereas Council is authorized to license the use of untravelled portions of highways under its jurisdiction;**

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

1. In this Agreement
  - a. "Licensee's Property" means those lands owned by the Licensee described in Schedule "A" to this Agreement;
  - b. "Road Allowance" means that portion of the unopened road allowance described in Schedule "B" to this Agreement;
  - c. "Private Lane Standards" means the minimum standards specified on Schedule "C" to this Agreement.
2. The Municipality grants to the Licensee a non-exclusive licence to use the Road Allowance for the purpose of vehicular access to and from the Licensee's property.
3. The term of this Licence shall be from the date of this Agreement to December 31, 2014, and thereafter from year to year.
4. Upon entering this Agreement, the Licensee shall pay the Municipality the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 during the term of this Licence.
5. The Licensee acknowledges that he has no rights, title or interest in the Road Allowance other than as provided in this Agreement.
6. The Municipality may at any time require changes to this agreement by giving the Licensee a minimum of 60 days written notice.
7. The Licensee covenants with the Municipality:
  - a. To accept the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Licensee's use of the Road Allowance;
  - b. To pay the Licence fee;

- c. To obtain all necessary permits and approvals required by law;
- d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance except in accordance with plans and specifications submitted to and approved by the Municipality;
- e. To meet and maintain the conditions of the Township's policy on existing private lane standards as outlined in Schedule "B" to apply only when development is proposed;
- f. To keep the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
- g. To use the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
- h. Not to assign or otherwise transfer this License without the prior written consent of the Municipality, which consent may be arbitrarily withheld;
- i. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Municipality;
- j. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Municipality may cause damage to the road allowance or any neighbouring property;
- k. To take, at the Licensee's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;
- l. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than materials legally permitted on Township roads without special permit;
- m. Upon failure by the Licensee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Municipality, the Municipality may enter the Road Allowance and fulfill such covenant at the sole expense of the Licensee, who shall forthwith upon being invoiced therefor, reimburse the Municipality for all of its costs;
- n. That the Municipality has no obligation during the term of this licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Municipality;
- o. To indemnify and save harmless the Municipality from the against any and all manner of the claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Municipality in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of the Road Allowance;
- p. To further indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act* in connection with any work done for the Licensee at or on the Road Allowance, and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Municipality to do so, failing which the Municipality may attend to such removal and recover the expense and all attendant costs from the Licensee;

q. To maintain in force at all times during the term of this licence and any renewal thereof, at the Licensee's expense and in the names of the Licensee and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than two million dollars, and to provide the Municipality with proof of such insurance no later than the 15<sup>th</sup> day of January each year upon request.

8. This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC

Per:

  
\_\_\_\_\_  
Gary Davison, Mayor

  
\_\_\_\_\_  
Wayne Orr, Clerk-Administrator

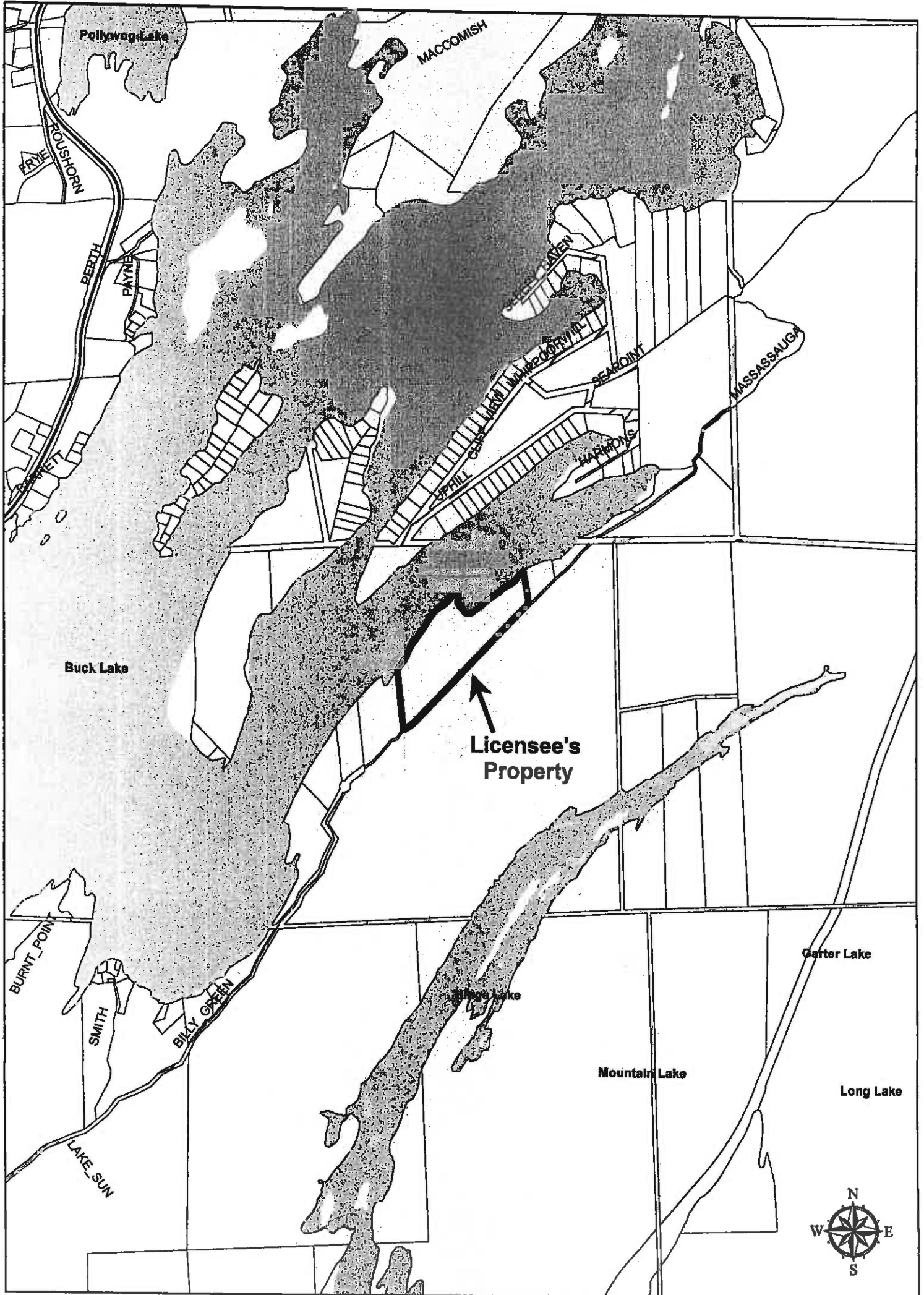
\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Witness

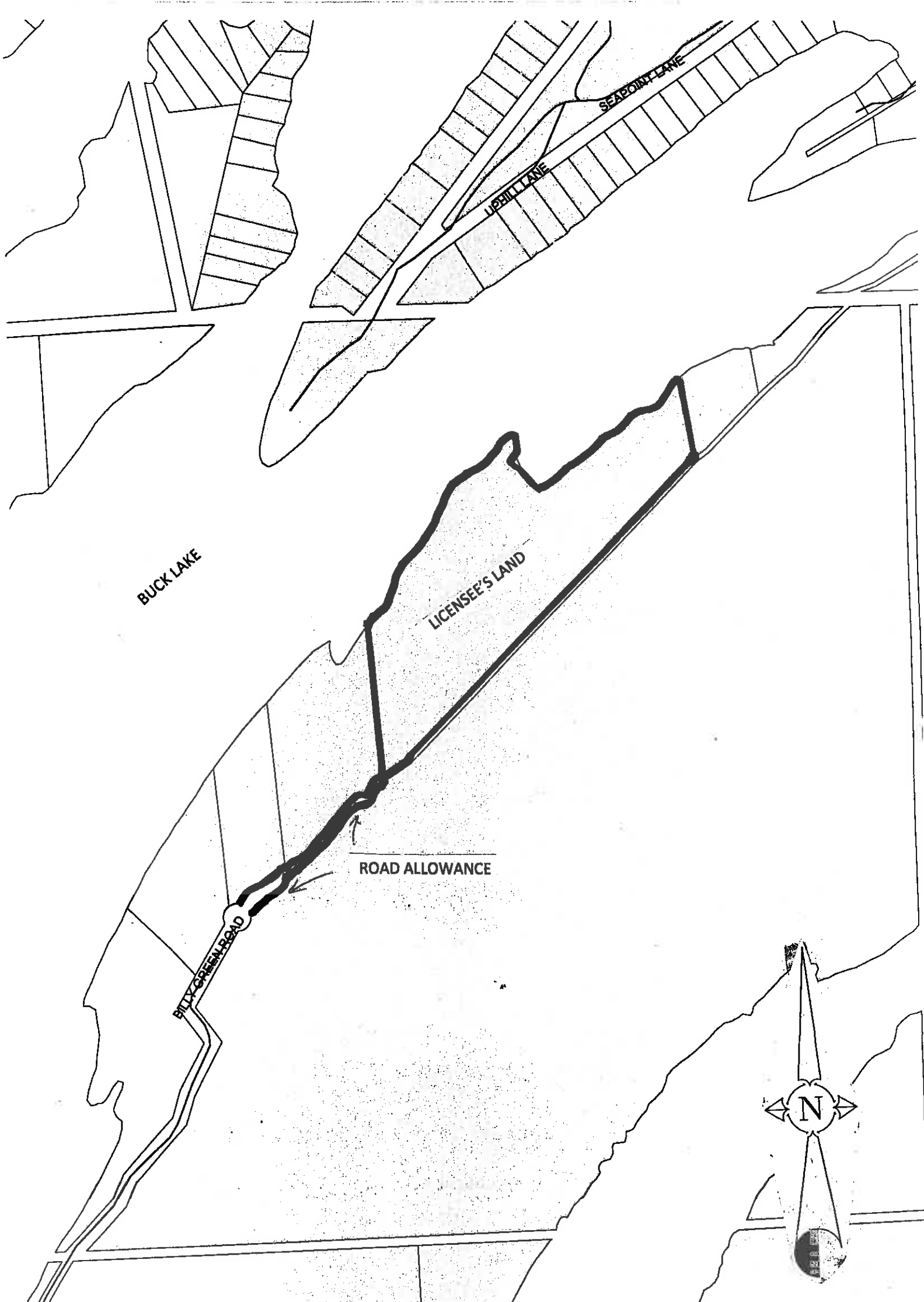
# SCHEDULE "A"

## THE OWNER'S LANDS

Township of South Frontenac, District of Storrington,  
Concession XV, Part Lot 5




SCHEDULE "B"  
"ROAD ALLOWANCE"



## SCHEDULE "C"

TOWNSHIP OF SOUTH FRONTENAC  
PRIVATE LANE STANDARDS

**South Frontenac Township**  
**Road and Lane Standards Policy**



<u>Item</u>	<u>Public Road</u>	<u>Private Lane</u>	<u>Existing Lanes</u>
Right-of way width	20.0 m (66 feet)	20.0 m (66 feet)	waive
Width of clearing	9.0 m (30 feet)	9.0 m (30 feet)	20feet
Surface width	6.0 m (20 feet)	4.5 m (15 feet)	13 feet
Surface material	crushed stone	crushed stone	crushed stone
Depth of material, minimum	375 mm (15 inches)	100 mm (4 inches)	100 mm (4 inches)
Shoulder, including rounding	1.0 m (3 feet)	nil	nil
Crown, minimum	2%	1%	1%
Cross culvert, minimum	400 mm (16 inches)	400 mm (16 inches)	no flooded areas
Culvert material	CSP	CSP	CSP
Maximum grade	10% (1 in 10)	12% (1 in 8)	12% (1 in 8)
Geometrics	TAC standards	to allow safe passage of emergency vehicles	to allow safe passage of emergency vehicles
Ditches, minimum depth from crown to bottom of ditch	0.6 m (2 feet)	0.5 m (1.5 feet)	top of road at least 1 ft. above existing grade

CSP: corrugated steel pipe

TAC: Transportation Association of Canada

Adopted by Council December 19, 2006.