

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2016-15

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A CONDOMINIUM AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND 1324789 ONTARIO INC. AND MAGENTA WATERFRONT DEVELOPMENT CORPORATION.

WHEREAS a Condominium Agreement has been prepared to the satisfaction of the Township of South Frontenac and the Owner;

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 Condominium Agreement between the Corporation of the Township of South Frontenac and 1324789 Ontario Inc. and Magenta Waterfront Development Corporation, a copy of which is attached hereto forming part of this by-law.
2. **THAT** this By-law and Agreement shall be registered on title of the properties described as Part of Lots 20 and 21, Concession V, and Part of the Road Allowance Between Concessions 4 and 5, closed by By-law FC196575, geographic Township of Storrington, Township of South Frontenac, County of Frontenac, being Parts 1 – 40 inclusive, 42 – 44 inclusive, 48 and 49, on Plan 13R-21240.
3. **THIS BY-LAW** shall come into force and effect in accordance with the provisions section 7 of the Condominium Act 1998, either upon the date of passage or as otherwise provided by the said section 7.

Dated at the Township of South Frontenac this first day of March, 2016.

Read a first and second time this first day of March, 2016.

Read a third time and finally passed this first day of March, 2016.

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



Ron Vandewal, Mayor



Wayne Orr, Clerk-Administrator

CONDOMINIUM AGREEMENT
Applewood

THIS AGREEMENT made in triplicate this __ day of _____, 2016.

BETWEEN:

1324789 ONTARIO INC. and
MAGENTA WATERFRONT DEVELOPMENT CORPORATION
hereinafter referred to as the "OWNER"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Municipality recommended approval of a Draft Plan of Condominium for lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

AND WHEREAS the Council of The Corporation of the County of Frontenac approved the Draft Plan of Condominium for the Owner's Lands and imposed draft plan conditions, pursuant to the *Planning Act*, as amended;

AND WHEREAS the Plan of Condominium creates 22 Residential Units, 1 solar panel Unit, a common access road, a common docking facility, a common waterfront park, common waterfront park access, parking area and an access bridge, with the common elements owned by the Condominium Corporation (as such term is defined below) and governed by the *Condominium Act*, 1998 (the "Act") the Declaration and the By-laws of the Condominium Corporation, each Unit owner being an owner of the Condominium Corporation;

AND WHEREAS it is a condition to draft plan approval that the Owner enter into a Condominium Agreement with the Municipality and register this Agreement on title to the Owner's Lands in accordance with section 51(26) of the *Planning Act*;

AND WHEREAS the Owner shall register a Declaration and Description under the Act in order to create a Vacant Land Condominium Corporation upon the Lands described in Schedule "A" attached hereto, and upon creation of the Vacant Land Condominium Corporation (the "Condominium Corporation"), the Condominium Corporation shall assume all of the obligations of the Owner pursuant to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval by the Municipality of the Plan of Condominium and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

1. The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, use, operate and maintain those facilities and works set out in the Plan of Condominium Drawings in accordance with the terms of this Agreement. The Plan of Condominium Drawings listed in Schedule "C" are hereby incorporated by reference into this Agreement. Without limiting the generality of the foregoing, the Owner agrees that it shall build all private lanes to the Municipal standard for private lanes. The

originals of the Plan of Condominium Drawings are on file in the offices of the Municipality and shall govern in the event of any dispute.

2. As a condition of this agreement and without which this agreement shall have no effect, the Owner shall:
 - a. execute and deliver this Agreement to the Municipality;
 - b. obtain a consent to registration of this Agreement in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Owner's Lands that will be outstanding on the date of registration of the Plan;
 - c. pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Owner's Lands;
 - d. pay in full all outstanding invoices issued by the Municipality with respect to the Plan;
 - e. deliver to the Municipality an original copy and an 8½" X 14" reduced copy of the final Plan forwarded to the County for registration;
 - f. deliver to the County of Frontenac:
 - i. eight (8) mylars and four (4) paper prints of the completed Plan;
 - ii. Four (4) copies of all reference plans and four (4) copies of all conveyance documents for all easements and lands being conveyed to the Municipality, if any;
 - iii. A surveyor's Certificate to confirm that the lots and blocks on the Plan conform to the permitted minimum area requirements for each lot and the maximum density requirements in the Zoning By-law of the Municipality; and
 - iv. A digital file in AutoCAD format;
 - g. provide certification from the Owner's Professional Engineer that the facilities and services have been installed and are sufficient to ensure the independent operation of the Condominium Corporation. Alternatively, if any facilities or services have not been installed such that the Condominium Corporation can operate independently, then the Owner will be required to engage the services of a qualified quantity surveyor or professional engineer to provide a calculated amount of the required security for one hundred percent (100%) of the required works. The security shall be provided in a form satisfactory to the Municipality in its sole discretion and shall be in compliance with the Act.
3. The following Schedules are attached to and form part of this Agreement:

Schedule "A"	-	Description of Lands
Schedule "B"	-	Security
Schedule "C"	-	Plan of Condominium Drawings
Schedule "D"	-	Grants of Easement and Other Public Lands
Schedule "E"	-	Municipal Conditions
4. The Owner shall comply with any amendments, additions or deletions to the Plan of Condominium Drawings that the Municipality may reasonably require after the date of

this Agreement in order to better ensure the proper and orderly development of the Owner's Lands.

5. Without limiting the generality of the Owner's obligations set out in clause 1 of this Agreement, the Owner covenants and agrees that it shall comply with those municipal conditions set out in Schedule "E" to this Agreement.
6. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".
7. If required by the Municipality, the Owner shall employ an engineer licensed and in good standing with the Association of Professional Engineers of Ontario to supervise all engineering functions including but not limited to:
 - a. the preparation of calculations, contours, designs, plans and specifications;
 - b. the preparation and furnishing of all required drawings;
 - c. the preparation of the necessary contracts;
 - d. the obtaining of all required federal, provincial and municipal approvals;
 - e. the provision of the field layout, contract administration and construction supervision;
 - f. the maintenance of all records of construction and upon completion to advise the Municipality of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipality; and
 - g. acting as the Owner's representative in all matters pertaining to the construction.
8. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Owner's Lands as the Municipality may require. No contract shall be awarded and no work shall commence or be continued without the prior written approval of the design and inspection of the work by the Municipality.
9. All required inspections shall be performed by the Municipality whose determination of whether any work has been constructed to its satisfaction shall be final.
10. The Owner shall not transfer title to any Unit within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Municipality and related reference plans of survey have been registered, as required.
11. All civic addresses and 911 numbers for use within the Plan shall be allocated by the Municipality. The Owner shall advise each purchaser of a Unit of its correct number.
12. The Owner shall submit proposed lane names to the Municipality for approval. The naming and installation of civic addresses and lane signs shall be in accordance with the Municipal Standards for 911 and Emergency Preparedness and at the Owner's expense. The location of all entrances to all Units, including the location of culverts and 911 civic address signage shall be shown on a plan approved by the Municipality prior to development.
13. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.
14. All construction within the Owner's Lands shall be carried out in accordance with any

- noise by-law of the Municipality which may be in effect from time to time.
15. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
 16. The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the real property within the Plan of Condominium and to perform any work arising from or the result of any default by the Owner under this Agreement.
 17. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.
 18. In the event the Owner is in default in the performance of any obligation under this Agreement and such default continues more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default, the Municipality may, without further notice to the Owner, do such thing at the Municipality's expense as it may reasonably require necessary to remedy the default, and the Municipality may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act*, 2001, S.O., 2001, C. 25, as amended.
 19. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Plan of Condominium, including but not limited to, all legal, planning, engineering and inspection fees and the preparation and registration of all required agreements, transfers etc.
 20. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.
 21. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
 22. The Municipality shall undertake the registration, at the Owner's expense, of this Agreement against the title to the Owner's Lands and, in accordance with s. 51(26) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
 23. The Owner shall ensure that the requirements of this Agreement are brought to the attention of its contractors, employees and workers prior to the start of any construction.
 24. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
 25. Pursuant to s. 51(32) of the *Planning Act*, the Draft Plan of Condominium Approval shall lapse on December 3, 2017 if the final approval has not been given, notwithstanding the entering into of this Agreement, unless an extension is requested by the Owner and, subject to review, granted by the approval authority. Pursuant to s. 51(33) of the *Planning Act*, the owner may submit a request to the approval authority for an extension

of the Draft Plan of Condominium Approval. The extension period shall be for a maximum period of three (3) years and must be submitted prior to the lapsing of Draft Plan Condominium Approval. Further extensions may be considered at the discretion of the Municipality and the County of Frontenac.

26. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act 1991 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
27. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
28. Any notice required to be given by the parties to this Agreement shall be given by registered mail at the last known address for service of the parties, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.
29. The Owner agrees that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
30. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions.
31. The parties agree that upon registration of this Agreement the existing site plan control agreement registered on title to the Subject Lands shall be of no further force and effect and the Owner shall, at its expense, delete the site plan control agreement from title to the Plans. This Agreement shall be authority for the Municipality to consent to deletion from title of the said agreement.
32. In addition, the Owner and each and every subsequent owner of the Lands or a part thereof acknowledges notice of and agrees to be bound by all of the provisions of this agreement and, in particular, those provisions set out in Schedule "E".
33. This Agreement shall enure to and be binding upon the parties hereto, and their respective successors and assigns.

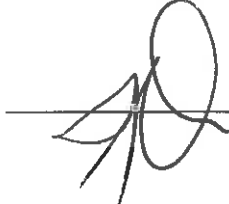
IN WITNESS WHEREOF the parties hereto have by the hands and seals executed this agreement as of the first date set out above.

SIGNED, SEALED AND DELIVERED:

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



Ronald Vandewal - Mayor



Wayne Orr – CAO

1324789 ONTARIO INC.

Name:
Office:

Name:
Office:

I/We have authority to bind the corporation

MAGENTA WATERFORNT DEVELOPMENT CORPORATION

Name:
Office:

Name:
Office:

I/We have authority to bind the corporation

SCHEDULE "A"**LEGAL DESCRIPTION**

Part of Lots 20 and 21, Concession 5, and part of the Road Allowance between Concessions 4 and 5 closed by By-law FC196575, geographic Township of Storrington, Township of South Frontenac, County of Frontenac, being Parts 1 – 40 inclusive, 42 – 44 inclusive, 48 and 49, on Plan 13R- 21240.

SCHEDULE "B"

SECURITY

Where, at the date of registration of this Agreement, not all facilities and services have been constructed in accordance with the approved drawings the owner agrees to post security in an amount equal to 100% of the certified estimate of the cost to construct all required facilities and services, such estimate to be to the satisfaction of the Municipality.

Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this agreement, if any, and upon receipt of the certificate of the consulting engineer required by clause 2(g) of this Agreement, the security or any balance thereof remaining shall be returned to the Owner.

SCHEDULE "C"
PLAN OF CONDOMINIUM DRAWINGS

insert

THE ORIGINAL PLANS ARE NOW ON FILE IN THE MUNICIPAL OFFICES AND SHALL BE REFERRED TO IN THE EVENT OF ANY DISPUTE.

SCHEDULE "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

The Owner shall convey to the Municipality in fee simple, free of any encumbrances, those lands described as Parts 50, 51, 52 and 53 on Plan 13R-21240 for purposes of a .3m reserve.

SCHEDULE "E"

MUNICIPAL CONDITIONS

The Owner further covenants and agrees as follows:

1. In this Schedule "Plan" shall mean the Plan of Condominium, as finally approved.
2. The drainage of surface water within the Plan is the sole responsibility of the Owner and all subsequent purchasers of Units, who shall provide and maintain adequate drainage of surface water in accordance with the Approved Plan of Condominium Drawings.
3. The Owner shall include in each agreement for the purchase and sale of any Unit, notice that the Purchaser will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:
 - (a) That every owner of a Unit shall be responsible for ensuring that all wastes are disposed of in compliance with the Municipality's waste management by-laws and all other applicable laws.
 - (b) The owners acknowledge receiving the following reports/letters and hereby agree to comply with the recommendations contained therein:
 - (i) Environmental Impact Assessment, dated June 27, 2013 as amended by addenda, dated March 12, 2014, May 21, 2014 prepared by Ecological Services;
 - (ii) Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report, dated March 2014, as amended by addendum dated May 2014 prepared by WESA Environmental;
 - (iii) Stormwater Management Brief dated May 2014 prepared by WESA Environmental;
 - (iv) Letter from the Cataraqui Region Conservation Authority to the County of Frontenac dated October 30, 2014;
 - (v) Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services.
 - (c) Owners are advised that the owner of each Unit is responsible for the maintenance and repair of all services contained within the individual Unit, which are owned by the individual Unit owner.
 - (d) Owners acknowledge and agree that all vegetation with the exception of invasive species shall be retained and maintained in their natural state within 30 metres of the shoreline. Within this 30 metre buffer area, no structures shall be built and the area shall remain in its natural state with respect to soil and vegetation.
 - (e) Owners acknowledge and agree that no development (including without limitation wells, structures, buildings or sewage disposal systems) shall be permitted within 40 m of the high water mark of Loughborough Lake and/or the edge of the Provincially Significant Wetland.
 - (f) Owners acknowledge and agree that within the Provincially Significant Wetland there shall be no construction of any structures, including without limitation, docks,

Marine facilities and pathways and the shoreline shall not be altered in any way, subject only to removal of invasive species.

(g) All owners acknowledge and agree that all wells and septic systems shall be operated and maintained in accordance with all applicable laws, or decommissioned in accordance with all applicable laws.

(h) All owners acknowledge and agree that soil conditions within the Plan require that any sewage system be installed in imported soil. Owners further acknowledge and agree that this requirement may result in the need to employ a pump depending on dwelling and sewage system elevations.

(i) All owners acknowledge and agree that all watercourses on the Lands are subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The regulation requires that the Owner obtain the written approval of the Conservation Authority prior to any altering, straightening, changing, diverting or interfering in any way with the channel of the watercourse.

(j) All owners acknowledge and agree that should deeply buried archaeological remains be found on the property during its development, that the Ministry of Tourism and Culture shall be notified immediately. The Owners further agree that any discovery of an aboriginal or archaeological artefact or resource is subject to controls under the Ontario Heritage Act and those archaeological resources shall not be removed without the approval of the Ministry of Tourism and Culture. In the event that any human remains are discovered, the owners agree to immediately contact the Ontario Provincial Police, the Ministry of Tourism and Culture, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations ((416) 326-8404) and the Municipality.

(k) All owners agree that if during the process of development any archaeological resources or human remains of aboriginal origins are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Tel. 613-735-3759
fax 613-735-6307
e-mail: algonquins@nrtco.net

4. The Owner shall provide to every purchaser of any Unit a site servicing plan showing the location of the house, well, primary and alternate sewage locations for the Unit.
5. The owner acknowledges the letter dated August 20, 2014 from KFL&A Public Health and agrees that the recommendations contained therein shall be implemented.
6. The identified primary and alternate sewage system locations shall be reserved and maintained solely for that purpose. No construction of wells, homes, driveways, pools, garages or any other structure is to take place in the primary or alternate sewage system location.
7. The primary and alternate sewage disposal locations were selected due to the suitability of those areas to provide an ideal area to treat sewage. No deviation will be permitted in the sewage disposal system locations unless, if it becomes necessary to deviate from the approved location, an engineering report and system design as well as a terrain analysis is provided to the satisfaction of the approval authority. The alternative location must also include an impact assessment on adjoining properties.

8. Sewage disposal systems which produce a higher quality of effluent will be considered and encouraged by the approval authority in situations where protection of human health or the quality of surface water or groundwater is an issue.
9. The Owner covenants and agrees to indemnify and save harmless the Municipality against any action or claim for any damages, losses or expenses resulting from loss of life or injury to any person or loss or damage to any property to the extent that it is attributable to the inability to operate an emergency vehicle properly or safely in order to access or exit any given unit due in whole or in part to the condition of the roads or driveways within the Plan at the time.
10. The Owner acknowledges and agrees that the Municipality will not be assuming or maintaining the roads within the Plan and will have no obligation to undertake any works to improve, widen or upgrade the aforesaid roads at public expense at any time. The operation and maintenance of all roads and driveways within the Plan are the sole cost and responsibility of the Owner.
11. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to any unit if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the roads or driveways as constructed or maintained at the time, prevents the vehicle from being operated properly or safely in order to access or exit any given unit.
12. The Owner agrees to upgrade Keir Road to the satisfaction of the Township from the entrance of the Plan to Duff Road (a distance of approximately 639 m). The parties agree that the timing of the work and the Owner's proportionate share of the required upgrades shall be determined by the Municipality acting reasonably.
13. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to any unit within the Plan. Waste pickup will be available at the Township Road.
14. The Owner acknowledges and agrees that any development or redevelopment is subject to land use planning controls and Ontario Building Code permits and approvals, intended to, among other things, conserve shorelines and woodland areas in their natural state.
15. The Owner acknowledges and agrees that every owner of a Unit shall be responsible for operation and maintenance of their water system in accordance with all applicable laws.
16. It is the responsibility of the Owner and each subsequent owner of a Unit within the Plan of Condominium to make whatever arrangements with Hydro One and such other utility provider as are necessary for the installation of hydro-electric, telephone and other utility services for the Unit.
17. The Owner shall confirm that sufficient wire-line communication/telecommunication service to the proposed development exists. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner is required to demonstrate to the Municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development, such facilities must be sufficient to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

18. The Owner shall endeavour to maintain all existing grades along the edge of the boundary of the Plan.
19. The Owner shall ensure that, prior to commencement of construction, the Owner shall have an erosion and sediment control plan prepared by professional engineer in accordance with current best management practices. The erosion and sediment control plan shall be reviewed and approved by the Cataraqui Region Conservation Authority and the erosion and sediment control plan shall be implemented and monitored throughout construction to ensure that the plan is complied with.
20. The Owner shall construct, operate and maintain the stormwater management system in accordance with all approved drawings, the approved stormwater management report and government authority approvals, including without limitation the following reports:
 - (a) Servicing and Stormwater Management Design Brief prepared by Ainley Group dated June 17, 2015;
 - (b) Grading and Stormwater Management Plan North, Drawing C200 prepared by Ainley Group dated August 18, 2015;
 - (c) Grading and Stormwater Management Plan South, Drawing C201 prepared by Ainley Group dated August 18, 2015; and
 - (d) Erosion and Sediment Control Plan, Drawing C202 prepared by Ainley Group dated August 18, 2015.
21. The Owner hereby agrees to indemnify and save harmless the Municipality against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matter under this Agreement, including without limitation any actions, causes of action, suits, claims, demands or costs directly or indirectly related to the construction, use, operation or maintenance of the roads within the Plan.
22. The Owner agrees that all existing lots outside of the Plan which access Applewood Lane shall continue to have legal access to Applewood Lane, which shall be formalized by easement and contained within a joint use and maintenance agreement between the Owner and the owners of all adjacent lots. A joint use and maintenance agreement for access shall be registered on title between the Condominium Corporation and the owners of all other properties with access to Applewood Lane and Juniper Lane. The joint use and maintenance agreement shall be to the satisfaction of the Municipality and shall be established prior to registration of the Plan.
23. Access to Unit 21 shall be obtained only by way of private right of way over part 45 on Plan 13R-21240, which right of way shall be established to the satisfaction of the Municipality.
24. Access to lands owned by 1073650 Ontario Inc., comprising all of PIN 36291-0501, shall be created in the Declaration for the Condominium over Parts 12- 17, 28, 34, 40, 42 and 43, Plan 13R-21240 to the satisfaction of the Municipality.
25. The Owner shall install a garbage collection facility at the entrance to the development at Keir Road on Part 32, Plan 13R-21240 or another location satisfactory to the Municipality and to a standard satisfactory to the Municipality within six (6) months of registration of the Plan.
26. The Owner shall install a Canada Post Box on Part 33, Plan 13R-21240 near the entrance to the development at Keir Road within six (6) months of registration of the Plan. Any modification of this location is subject to the requirements of Canada Post

and shall be to the satisfaction of the Municipality.

27. The Owner shall install street lighting to the Municipality's satisfaction to illuminate the Canada Post-Boxes, garbage collection area within six (6) months of registration of the Plan.
28. The Owner shall install signage at the high water mark/boundary of the Provincially Significant Wetland on all interior lots fronting onto the Provincially Significant Wetland that clearly identify the edge of the wetland. The signage shall be installed at locations and shall contain content approved by the Municipality and the Cataraqui Region Conservation Authority.
29. The Owner agrees to provide cash in lieu of parkland to the Municipality in an amount satisfactory to the Municipality in accordance with the Planning Act.
30. Following registration of the Plan of Condominium, Part 41 Plan 13R-21240 shall remain as a remnant parcel and the Owner shall convey Part 41, Plan 13R-21240 to the owner of PIN 36291-0501 and the title to both parcels shall be held in the same name so that the parcels merge in title.