

**TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NUMBER 2016-48**

**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 CASSEN INVESTMENTS INC.**

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

**AND WHEREAS** the Owners have signed the site plan agreement;

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC BY ITS COUNCI, 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 Cassen Investments Inc., 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 property described as Lot 19 of Plan 24; Part Lot 20, Concession II, Hamlet of Inverary, Storrington 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 second day of August, 2016.**

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

**Read a third time and finally passed this second day of August, 2016.**

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

  
\_\_\_\_\_  
Ron Vandewal, Mayor

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

**THIS SITE PLAN AGREEMENT made this day  
of August, 2016.**

**BETWEEN:**

**CASSEN INVESTMENTS INC.**

**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 "Owners' 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 encumbancer 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. Retail/Residential Stormwater Management Design
5. The Owner shall perform all the work and provide all the materials necessary for the construction of the new facilities and access ways and any required fencing

and landscaping as specified on the Site Plan, included as Schedule "B" to this Agreement.

6. The Owner shall construct a two storey commercial/residential building with a footprint of 418 metre<sup>2</sup> and an approximately 1,254 metre<sup>2</sup> manoeuvring/access/parking area paved with asphalt located as shown on Schedule "B" and as further specified on Schedule "C" and as described on drawings dated May 6, 2016 prepared by Roney Engineering Ltd. This work shall include areas specified for garbage collection, lighting and landscaping. Five foot high screen fencing shall be installed as shown on Schedule "B" and the area specified for garbage shall also be enclosed by a six foot high screen fence.
7. The Owner shall provide parking and landscaping substantially as shown on Schedule "B" subject to minor revisions as approved by the Public Works Manager.
8. The Owner shall construct the non-permeable manoeuvring/access/parking area paved with asphalt and graded as shown on the preliminary Grading Plan, dated July 25, 2016 prepared by Josselyn Engineering Inc. The Township's Public Works Manager will work with the proponent of development to finalize stormwater flow.
9. The Owner shall carry out the placement of a landscaped area at the rear of the property and treed area as identified on Schedule "B" – such trees and landscaping to conform to minimum standards in the Township's Site Plan Guidelines.
10. Site development shall include access and manoeuvring areas as shown and signage is to be attached to the northwest-facing side of the building.
11. 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.
12. 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.
13. 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.
14. 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 any security received.
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 by the Township's Comprehensive Zoning By-law No. 2003-75.

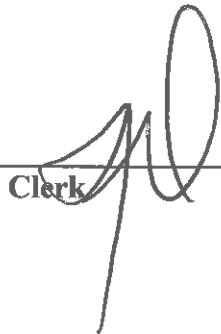
**WITNESS the corporate seals of the respective corporate parties hereto, duly affixed under the hands of their respective signing officers, duly authorized in that behalf.**

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

\_\_\_\_\_

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

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

**Lot 19, Plan 24; Part Lot 20, Concession II, Storrington District, Township of South Frontenac – Municipally known as 4048 Perth Road, Inverary**

**SCHEDULE "B"**

**SITE PLAN**

**SCHEDULE "C"**

**STORMWATER MANAGEMENT REPORT/GRADING PLAN**  
**Prepared by Josselyn Engineering Inc.**  
**July 25, 2016**

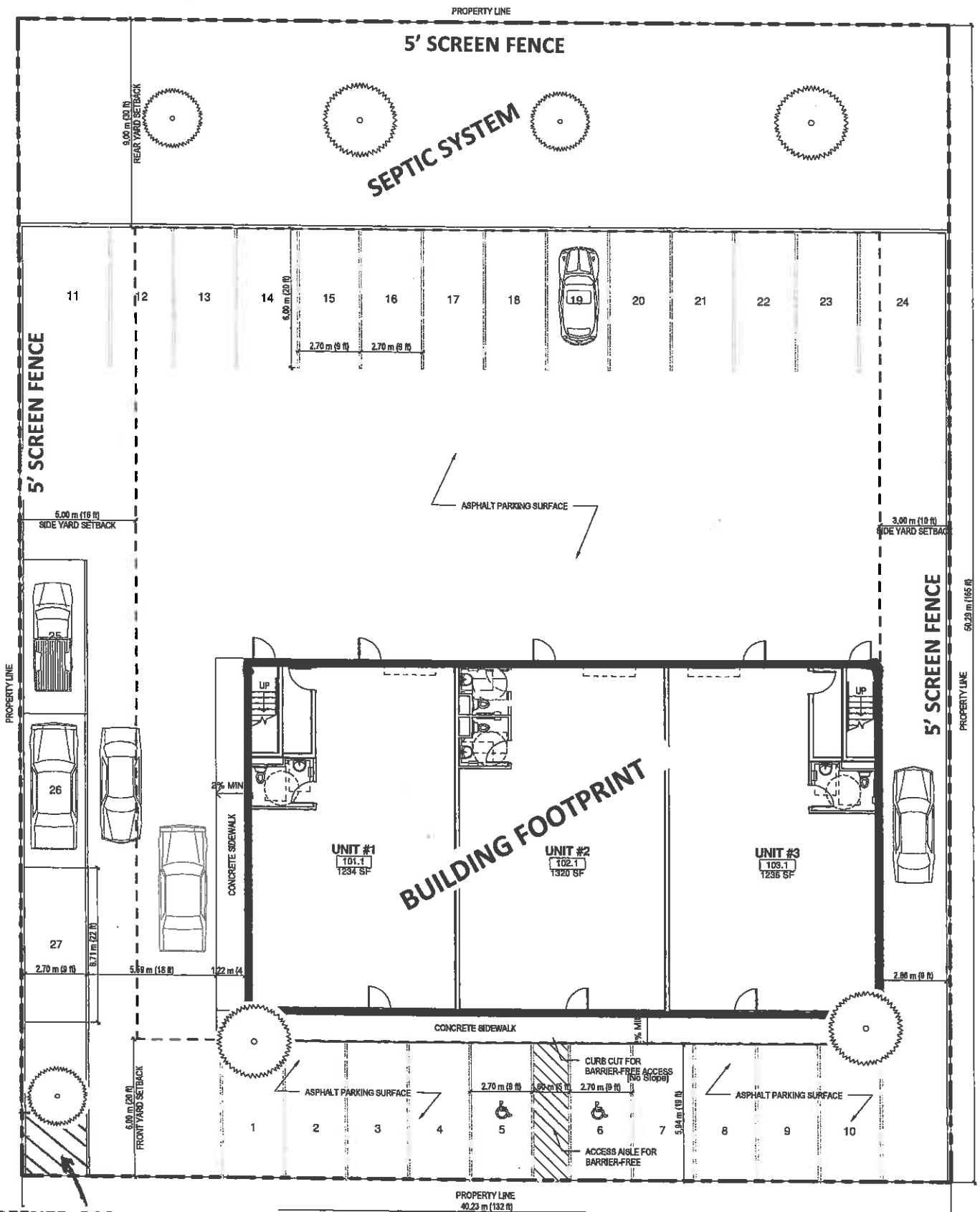
**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

**Lot 19, Plan 24; Part Lot 20, Concession II, Storrington District, Township of South Frontenac – Municipally known as 4048 Perth Road, Inverary**

# SCHEDULE "B"

## SITE PLAN



SCREENED GARBAGE LOCATION

1 SITE PLAN

