

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2016-63

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 PERCY SNIDER.

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 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 Percy Snider, 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 Part 1 on Plan 13R-21331; in Lot 5, Concession III, Loughborough 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 eighteenth day of October, 2016.

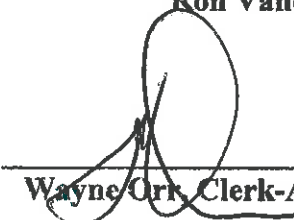
Read a first and second time this eighteenth day of October, 2016.

Read a third time and finally passed this eighteenth day of October, 2016.

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



Ron Vandewal, Mayor



Wayne Orr, Clerk-Administrator

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

BETWEEN:

PERCY HARRY SNIDER

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. 2003-25 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) *"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. Specification for Commercial/Industrial Entrance

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 465 metre² single storey industrial warehouse/shop/garage building and gravelled parking/manoeuvring/access areas located as shown on Schedule "B" and as further specified on Schedule "C". This work shall include areas specified for garbage collection, lighting and landscaping.
7. The Owner shall carry out the placement of grassed berms at a minimum height of 2 metres as identified on Schedule "B".
8. Site development shall include access and manoeuvring areas as shown on "Schedule B" and lighting is to be placed on the building as indicated.
9. The access onto Lambert Road is to be constructed to Township specifications as indicated on "Schedule C". The required access and manoeuvring areas shown on Schedule "B" are to be surfaced with gravel.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 Zoning Amendment By-law No. 2016-09.

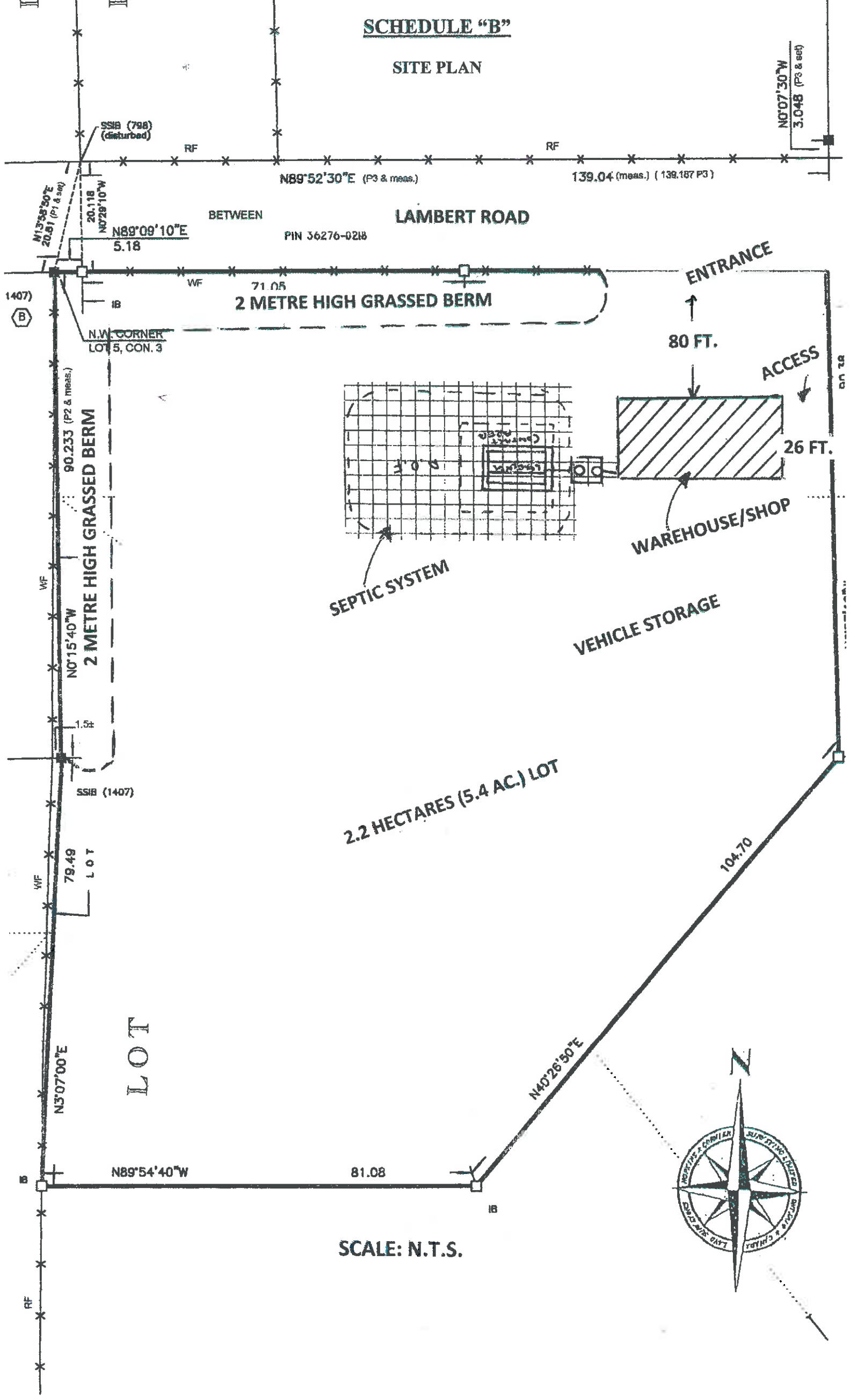
SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

**Part of Lot 5, Concession III, Loughborough District, Part 1, Plan 13R-21331,
Township of South Frontenac**

SCHEDULE "B"

SITE PLAN



2.2 HECTARES (5.4 AC.) LOT

SEPTIC SYSTEM

VEHICLE STORAGE

WAREHOUSE/SHOP

ENTRANCE

2 METRE HIGH GRASSED BERM

2 METRE HIGH GRASSED BERM

LOT

SCALE: N.T.S.



MINISTRY OF TRANSPORTATION
ONTARIO

CSAS - 23

TRUCK ACCESS

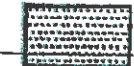
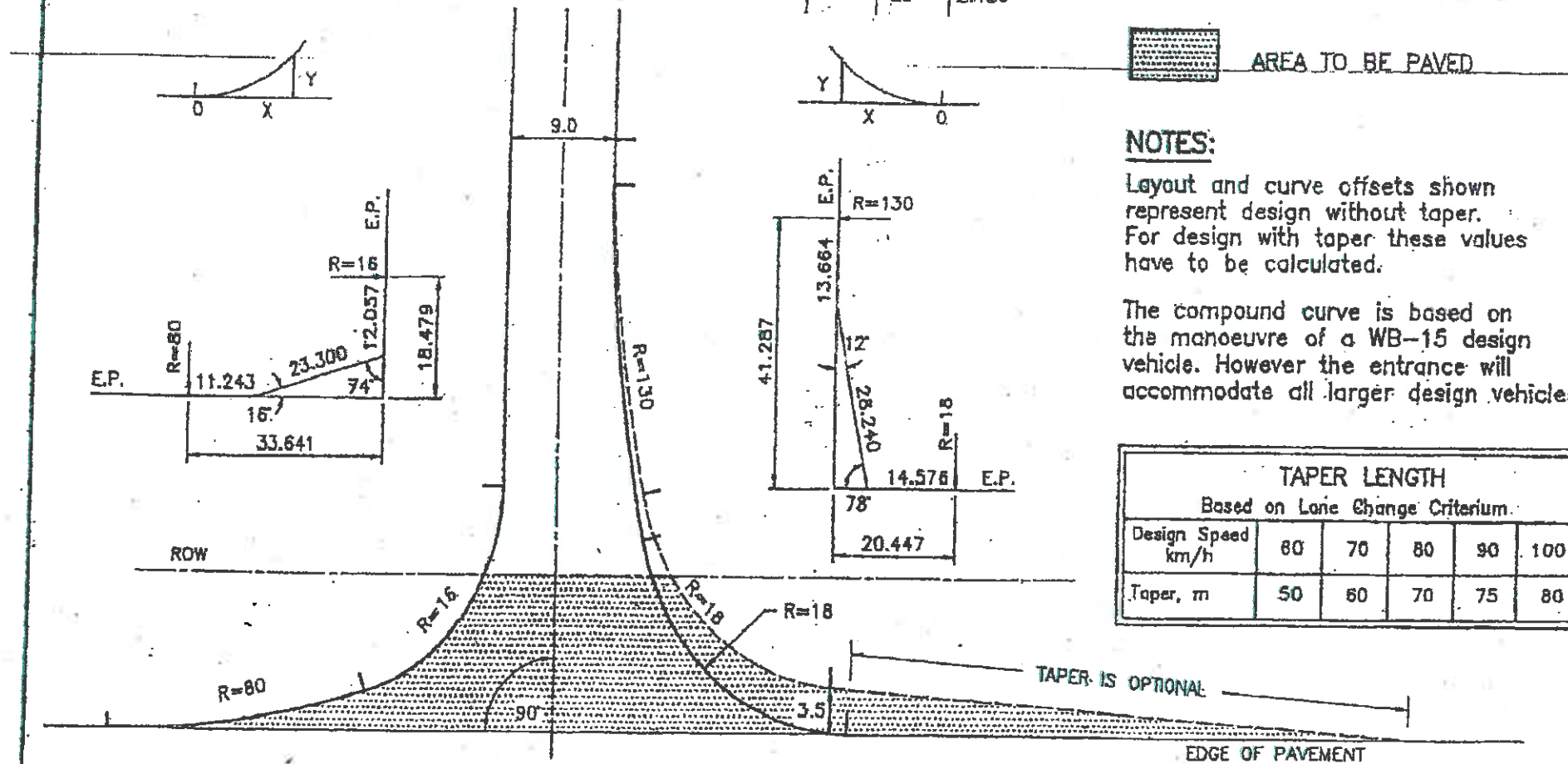
ALL TRUCK DESIGN VEHICLES

DATE: 1994-01

REV: _____

CURVE		OFFSETS	
R=80		R=16	
X	Y	X	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		OFFSETS	
R=18		R=130	
X	Y	X	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 Criterion					
Design Speed km/h	80	70	80	90	100
Taper, m	50	60	70	75	80

TOWNSHIP STANDARD FOR COMMERCIAL/INDUSTRIAL ENTRANCE

SCHEDULE "C"

SCALE 1:500