

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NUMBER 2017-23

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 18095005 ONTARIO LIMITED.

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

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 18095005 Ontario Limited, 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 Lot 19, Concession II, Storrington District, Township of South Frontenac, Municipally known as 1810 Perth Road.
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 May, 2017.

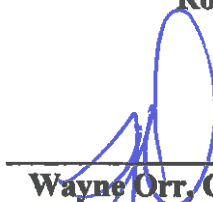
Read a first and second time this second day of May, 2017.

Read a third time and finally passed this second day of May, 2017.

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



Ron Vandewal, Mayor



Wayne Orr, Clerk-Administrator

**THIS SITE PLAN AGREEMENT MADE THIS DAY
OF JUNE, 2017.**

BETWEEN:

18095005 ONTARIO LIMITED

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. 2003-25 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:

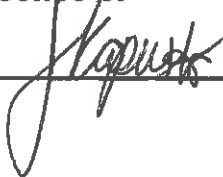
- a) *"Owner" includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and encumbrancer in possession and may mean more than one Owner specified in the Certificate of ownership.*
1. The Owner covenants that the Owner is the Owner in fee simple of the Owner's land.
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 and Drawings
 - C. Specification of Commercial/Industrial Entrance
5. The Owner shall perform all the work and provide all the materials necessary for the construction of a new facility and the fencing, aisles and manoeuvring areas, entrance improvements and plantings as specified on the Site Plan drawings shown on Schedule "B" to this Agreement.
 6. In addition to the existing automated gas bar as shown on Schedule "B", the Owner shall construct **a 5,000 ft.² footprint, two storey mixed use commercial/residential building** including access, manoeuvring and parking areas (including barrier free spaces) located as shown on Schedule "B" DWG No. SP1.
 7. Site development shall include access aisles and manoeuvring and parking areas paved with asphalt as shown. The fire route specified on Schedule "B" DWG No. SP1 shall remain unobstructed and it should be noted that there is no additional requirement for on-site water storage for fire protection.
 8. The access onto Perth Road is to be constructed to Township specifications for commercial/industrial entrances as shown on Schedule "C" including the requirement that it be paved with asphalt. The required access aisles and manoeuvring areas shown on the Schedule "B" drawings are also to be paved with asphalt.
 9. Development shall include septic tank and distribution area in addition to an amenity area and landscaping as indicated on Schedule "B" DWG No. SP1 and landscaping shall be planted as shown and in accordance with the Township's Site Plan Guidelines.
 10. Site grading shall be established in accordance with Schedule "B" DWG No. SP2 including swale barriers and swale outlets (specified on DWD No. SP4).
 11. Signage shall be designed and located as shown on Schedule "B" DWG Nos. SP1 and SP2 and generally as shown on DWG Nos. SP 3 and SP4.
 12. Existing sea containers and trailers on the site as illustrated on the Schedule "B" drawings shall be removed at the start of substantial construction.
 13. 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.
 14. The Owner shall undertake a traffic impact assessment to determine any requirements for upgrades to the Township public road (Perth Road) and the Owner shall make financial contributions to the Municipality, and to the municipality's satisfaction, towards any required public road improvements.
 15. 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.
 16. 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.

17. 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 its 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.
18. 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 Comprehensive Zoning By-law No. 2003-75 and site-specific By-law #2017-17.

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

SIGNED, SEALED AND DELIVERED
In the presence of



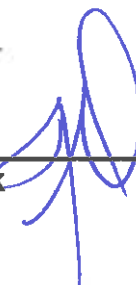


Owner: I have the authority to
bind the corporation.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH
FRONTENAC



Mayor



Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

**Part of Lot 19, Concession II, Storrington District, Township of South Frontenac:
Municipally Known as 3810 Perth Road, Inverary.**

SCHEDULE "B"

SITE PLAN

Drawing No. JC170329 including drawings: SP 1, SP 2, SP3, SP4 and SP5

Prepared by Hambly Group, Division of 8436550 Canada Corporation

Drawings received by the Township Planning Department on June 13, 2017.

N
ON

LINE
T

W & GRADE

150 mm GRANULAR 'A' OVER
200 mm GRANULAR 'B' OVER
SOUND COMPACTED BASE
SEE DETAIL ON SP4
9. THE BASE OF THIS DRAWING IS THE
SURVEY PLAN OF 2017 PROVIDED BY
'HOPKINS CHITTY LAND SURVEYOR INC.'
10. LANDSCAPING CONSISTS OF A LAWN
OVER THE SEPTIC BED AND A 1.6 m STRIP
ALONG THE FRONT EDGE OF THE PAVEMENT
OF SHRUBS AND FLOWERS. THESE PLANTS
WILL BE SELECTED FROM THE TOWNS
RECOMMENDED SPECIES LIST.

RECEIVED

JUN 13 2017

TOWNSHIP OF
SOUTH FRONTENAC
PLANNING DEPARTMENT

HAMBLY GROUP	
DIVISION OF	
8436550 CANADA CORPORATION	
1104 Cedarwoods Dr., Verona, ONTARIO K0H 2W0	
TEL 613 374 1746 CEL 613 536 8193 FAX 613 536 9118	
1809505 ONTARIO LIMITED	
PROPOSED SITE PLAN	
LOCATION: 3810 PERTH RD., INVERARY	
DWG NO.	JC170329
SP1	
SCALE 1:300	DATE 17-03-28



CARRIER
3/SP4

LEGEND

EXISTING ELEVATION

< 152.56 PROPOSED ELEVATION

152.56 BC BOTTOM OF CURB

OHL ——— OVERHEAD HYDRO LINE

— EP — EDGE OF PAVEMENT

- BOB ——— BOTTOM OF BANK

← 1.66 % DIRECTION OF FLOW & GRADE

RECEIVED

JUN 13 2017

TOWNSHIP OF
SOUTH FRONTENAC
PLANNING DEPARTMENT

HAMBLY GROUP

DIVISION OF

8436550 CANADA CORPORATION

1104 Cedarwoods Dr.,
Verona,
ONTARIO
K0H 2W0

TEL 613 374 1746
CEL 613 536 8193
FAX 613 536 9118

1809505 ONTARIO LIMITED

PROPOSED GRADE PLAN

LOCATION: 3810 PERTH RD.,
INVERARY

DWG NO.

JC170329

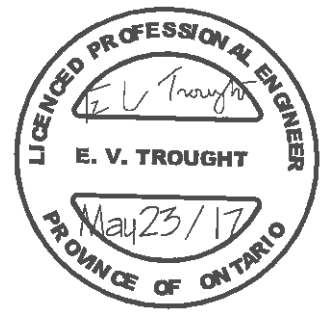
SP2

SCALE 1:300 DATE 17-03-28



POST (6 TOTAL)
300 SONO TUBE

BE BENT FROM
IRON AFTER
AND ROUNDING



HAMBLY GROL
DIVISION OF
8436550 CANADA CORPORATION

1104 Cedarwoods Dr.,
Verona,
ONTARIO
K0H 2W0

TEL 613 374 1746
CEL 613 536 8193
FAX 613 536 9118

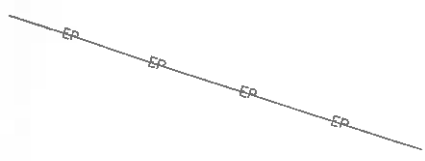
1809505 ONTARIO LIMIT

PROPOSED GRADE PL

LOCATION: 3810 PERTH RD.,
INVERARY

DWG NO. *JC1.70329*
SP3

SCALE **1:300** DATE **17-03-28**



X

X

N

PES (typ)

OIL

HAMBLY GROUP
DIVISION OF
8436550 CANADA CORPORATION

1104 Cedarwoods Dr.,
Verona,
ONTARIO
K0H 2W0

TEL 613 374 1746
CEL 613 536 8193
FAX 613 536 9118

1809505 ONTARIO LIMITED

PROPOSED DETAILS

LOCATION: 3810 PERTH RD.
INVERARY

DWG NO. **JC170329**
SP4

SCALE 1:300 DATE 17-03-28



HAMBLY GROUP
DIVISION OF
8436550 CANADA CORPORATION

1104 Cedarwoods Dr.,
Verona,
ONTARIO
K0H 2W0

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FAX 613 536 9118

1809505 ONTARIO LIMITED

PROPOSED DETAILS

LOCATION: 3810 PERTH RD.,
INVERARY

DWG NO. *JC170329*
SP5

SCALE 1:300 DATE 17-03-28

MINISTRY OF TRANSPORTATION
ONTARIO

CSAS - 23

TRUCK ACCESS

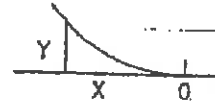
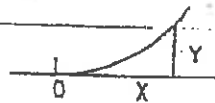
ALL TRUCK DESIGN VEHICLES

DATE: 1994-01

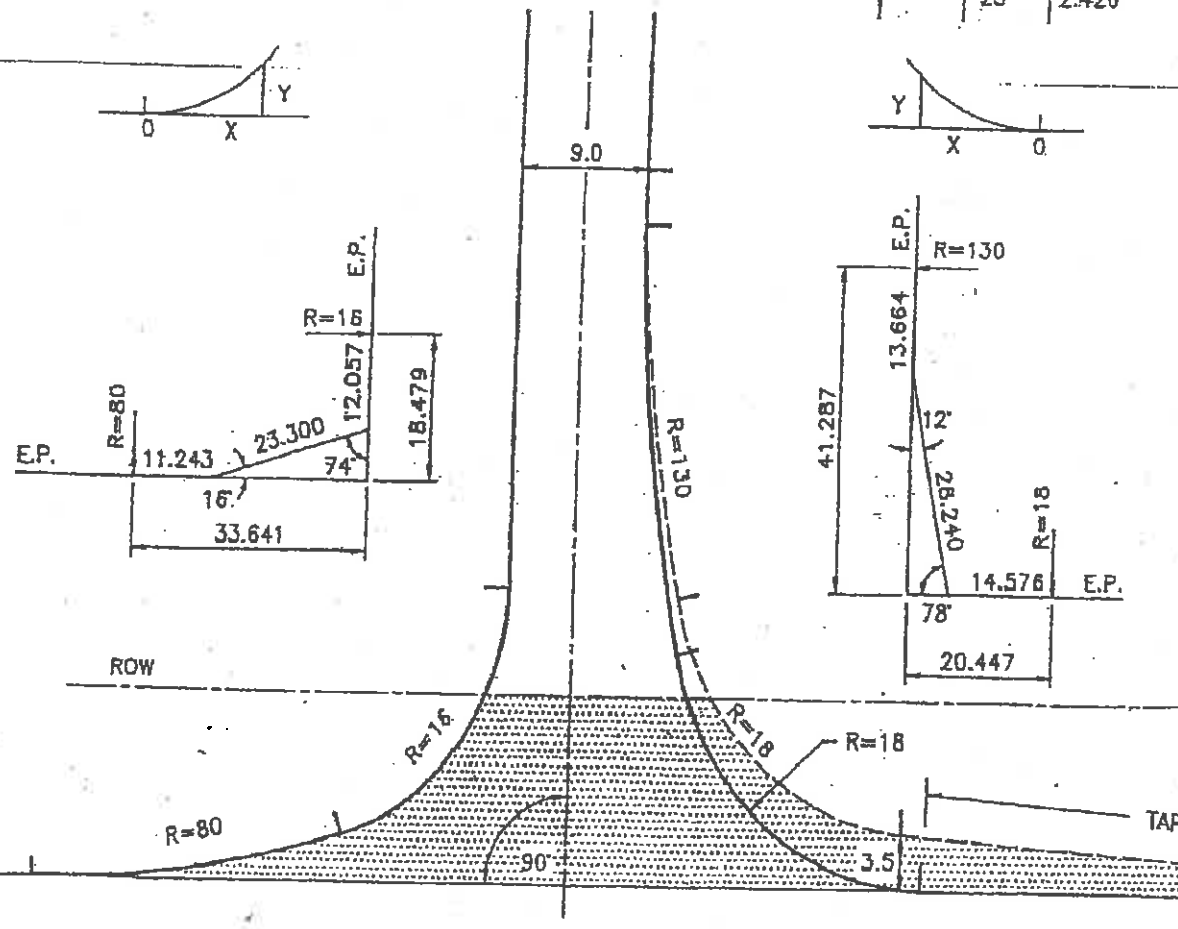
REV: _____

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

TAPER IS OPTIONAL

EDGE OF PAVEMENT

SCALE 1:500

TOWNSHIP STANDARD FOR COMMERCIAL/INDUSTRIAL ENTRANCE

SCHEDULE "C"