

**TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NUMBER 2018-34**

**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 MAGENTA WATERFRONT DEVELOPMENT CORPORATION & 1324789 ONTARIO INC. FOR DEVELOPMENT AT JOHNSTON POINT**

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**WHEREAS** the owners of Johnston Point, the Township of South Frontenac and the County of Frontenac reached a settlement with respect to a draft plan of condominium;

**AND WHEREAS** the Ontario Municipal Board approved the draft plan of condominium for the owner's lands and imposed draft plan conditions for final approval pursuant to the Planning Act of Ontario as amended;

**AND WHEREAS** it is a condition of draft plan approval that the owners enter into a condominium agreement with the Township of South Frontenac and register the agreement on title to the owners' lands;

**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 Magenta Waterfront Development Corporation and 1324789 Ontario 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 Part of lots 23 & 24, Concessions VI & VII, District of Loughborough, Township of South Frontenac, County of Frontenac, more particularly described as Units 1-15 and Blocks 16-19 inclusive all as shown on a draft Plan of Condominium dated February 26, 2016, last revised March 31, 2016, prepared by FoTenn Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor.
3. **THIS BY-LAW** shall come into force and effect in accordance with section 51(26) of the Planning Act, either upon the date of passage or as otherwise provided by the said section 51(26).

**Dated at the Township of South Frontenac this fifth day of June, 2018.**

**Read a first and second time this fifth day of June, 2018.**

**Read a third time and finally passed this fifth day of June, 2018.**

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

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

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

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**CONDOMINIUM AGREEMENT**  
**Johnston Point**

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THIS AGREEMENT made in triplicate this \_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**MAGENTA WATERFRONT DEVELOPMENT CORPORATION**  
**And 1324789 ONTARIO INC.**  
hereinafter collectively 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 Owner appealed to the Ontario Municipal Board resulting from a lack of decision within the requisite 180 day period regarding approval of a Draft Plan of Condominium for lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

**AND WHEREAS** the Owner, the Municipality, and the County of Frontenac reached a settlement with respect to the Draft Plan of Condominium;

**AND WHEREAS** the Ontario Municipal Board 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 15 Residential Units, a common access road, and a common waterfront passive recreational area, 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 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.

- 2.1 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:
    - i. to the County of Frontenac, eight (8) mylars and four (4) paper prints of the completed Plan;
    - ii. to the Township of South Frontenac, 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. to the Township of South Frontenac, 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. to the Township of South Frontenac and the County of Frontenac, a digital file in AutoCAD format of all required drawings;
  - 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:
- |                     |   |   |
|---------------------|---|---|
| <b>Schedule "A"</b> | - | Description of Lands                      |
| <b>Schedule "B"</b> | - | Security                                  |
| <b>Schedule "C"</b> | - | Plan of Condominium Drawings              |
| <b>Schedule "D"</b> | - | 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 issuing a building permit for development within the Lands.
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 reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.
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 **June 28, 2019** 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. 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".
32. 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

**MAGENTA WATERFORNT DEVELOPMENT  
CORPORATION**

Name:  
Office:

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Name:  
Office:

I/We have authority to bind the corporation

**SCHEDULE "A"****LEGAL DESCRIPTION**

Part of Lots 23 & 24, Concessions 6 & 7, Geographic Township of Loughborough, Township of South Frontenac, County of Frontenac, more particularly described as Units 1-15 and Blocks 16-19 inclusive, all as shown on a draft Plan of Condominium dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor.

**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**

1. Draft Plan of Vacant Land Condominium, dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor comprising a total of 15 Residential Units and 4 blocks.
- 2.

**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 \_\_\_\_\_ on Plan \_\_\_\_\_ for purposes of a 0.3m reserve. Such 0.3 metre reserve shall be held in trust by the municipality for the purpose of denying additional access to North Shore Road.

## 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 purchasers acknowledge receiving the following reports/letters and hereby agree to comply with the recommendations contained therein:
    - (i) Environmental Impact Statement, dated March 1, 2014 prepared by Ecological Services;
    - (ii) Environmental Impact Statement, dated June 12, 2014 prepared by Ecological Services;
    - (iii) 'Hydrogeological Assessment at Johnston Point', dated June 2014 prepared by WESA;
    - (iv) 'Stormwater Management Brief for the Johnston Point Condominium', undated, prepared by Asterisk Engineering Corporation and associated drawings
    - (v) Letter from the Cataraqui Region Conservation Authority to the County of Frontenac dated November 12, 2014;
    - (vi) Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services.
  - (c) Purchasers 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) Purchasers 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, with the exception of a permitted pathway to the water.
  - (e) Purchasers acknowledge and agree that no development (including without limitation wells, structures, buildings or sewage disposal systems) or site alteration shall be permitted within 50 m of the shoreline of Loughborough Lake and within 120 metres of the edge of the Provincially Significant Wetlands without first obtaining written permission from the Conservation Authority.
  - (f) Purchasers acknowledge and agree that within the Provincially Significant Wetlands

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. Within Long Bay docks may be approved in accordance with this Agreement.

(g) All purchasers 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 purchasers acknowledge and agree that all development on the Lands within 120 metres of the Provincially Significant Wetlands and within 50 metres of the shoreline of Loughborough Lake is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The regulation requires that the purchaser obtain the written approval of the Conservation Authority prior to any altering, straightening, changing, diverting or interfering in any way with the channel of such watercourses.

(i) All purchasers 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 purchasers 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 purchasers 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.

(j) All purchasers 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](mailto:algonquins@nrtco.net)

4. The Owner shall provide to every purchaser of any Unit a site servicing plan showing the location of the building envelope, including the house, well, primary and alternate sewage locations for the Unit.
5. 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.
6. 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.
7. Proposal for 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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).
15. The Owner shall endeavour to maintain all existing grades along the edge of the boundary of the Plan.
16. 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, including 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.
17. The Owner shall agree in writing to satisfy all requirements, financial and otherwise of the Municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the Municipality's standards and procedures.
18. The locations of proposed dwellings and septic locations on Units 7 and 15 shall be

evaluated by a qualified environmental consultant and an addendum to the Environmental Impact Statement and terrain analysis reports shall be prepared to confirm the locations and any conditions necessary for construction.

19. The boundaries of the common element open space shall ensure that a 5m buffer between any Units and the wetland boundary within the common element open space is established, to the satisfaction of the Municipality.
20. Private roads included in the Plan identified as Blocks 16 and 17 shall be constructed to the Municipality's standards for new private lanes and final approval of the constructed roads shall be obtained by the Owner from the Municipality's Public Works Manager. Private roads must be completed prior to registration of the condominium agreement.
21. Private roads included in the Plan identified as Blocks 16 and 17 shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.
22. All driveway construction for each Unit shall require Site Plan Approval. All driveways shall be located a minimum of 30m from any waterbody and shall be designed by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. The Driveway shall be constructed to the satisfaction of the Municipality.
23. The Owner agrees to undertake traffic counts at North Shore Road and to construct the entrance location at the road to a standard acceptable to the Municipality, particularly in regards to safe sight lines and any requirement of the Municipality related to traffic counts.
24. Private roads identified as Blocks 16 and 17 to be created as "Common Elements", including the "Existing Roadway Easement over Private Lands", shall be named to the satisfaction of the Municipality.
25. The Owner agrees to survey the wetland boundary of Unit 14 prior to construction of any driveway within the Unit. The driveway shall be located a minimum of 30 metres from the boundary of the surveyed wetland and said location shall be confirmed by an Ontario Land Surveyor. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the agreement of purchase and sale for Unit 14.
26. The Owner acknowledges the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac and agrees that the recommendations contained therein shall be implemented.
27. Subject to Condition 37(xi) the Owner agrees that any dock that is placed at Unit 2 shall be located on the western shore of Unit 2 so that the dock is not located along Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, and all other existing docks shall be removed as a condition of Site Plan Approval for Unit 2.
28. Subject to Condition 37(xi), the Owner agrees that only one (1) dock shall be permitted to service Unit 1, and all other existing docks shall be removed as a condition of Site Plan approval for Unit 1.

29. In recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, the Owner agrees that a walking bridge will be installed under the supervision of the Cataraqui Region Conservation Authority to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the Cataraqui Region Conservation Authority and the Municipality prior to registration of the Description and this Agreement.
30. The Owner agrees that Block 18, Common Element Open Space, shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, "passive recreational uses" shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located adjacent to the private road and to be subject to Site Plan Approval.
31. The Owner shall convey up to five percent of the land included in the Plan to the Municipality for public park purposes. Alternatively, the Municipality may require cash-in-lieu for all or a portion of the conveyance. The conveyance of land or the payment of cash in lieu shall be completed to the satisfaction of the Municipality prior to registration of this Agreement.
32. The Owner agrees to implement the following mitigation measures with respect to utilities and on-site works:
  - i. The private road shall be posted with a 30 km/h speed limit sign placed to the satisfaction of the Municipality;
  - ii. A turtle crossing and education sign developed to the satisfaction of the Municipality shall be installed on the private road near the southern end of Unit 13;
  - iii. The private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis;
  - iv. A land owner education program and environmental sensitivity information package shall be developed and provided to every owner of a Unit and the clause shall be included in all agreements of purchase and sale for any unit enclosing the education information package; and
  - v. A permanent exclusion fence shall be constructed on both sides of the private road along the frontage of Units 6 and 8, to the satisfaction of the Municipality, and subject to any necessary approvals from the Cataraqui region Conservation Authority.
33. Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit

34. The Owner acknowledges that the development of all Units shall be subject to Site Plan Control Approval. Site Plan Control applications shall be circulated to the Cataraqui Region Conservation Authority for review and comment prior to Municipality approval. Prior to applying for any building permit the owner of any Unit shall obtain Site Plan Control Approval and enter into a Site Plan Control agreement with the Municipality, which agreement shall include, but not be limited to, the following.
- i) An approved Site Plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the Environmental Impact Statement;
  - ii) A location for the alternate septic disposal system location, which location shall not be developed;
  - iii) The location of any walkway to the water, where such walkway is permitted
  - iv) The location of any dock, where a dock is permitted;
  - v) The location of any driveway; and
  - vi) Notwithstanding Condition 37 (iv), all living trees on each Unit greater than 4 inches in diameter at breast height shall be maintained unless approved for removal as part of Site Plan review.
35. The Owner shall implement all conditions contained in any MNR&F Benefit Permit, if issued, related to Grey Rat Snakes and Blandings Turtles or any other species at risk identified. The Owner also agrees to incorporate such conditions into the Declaration.
36. The Owner agrees that access to Units 1,2,3,4,5 and 14 shall be obtained over the abutting portion of the existing lane that is located on adjacent private lands. This access shall be formalized by easement and contained within a joint use and maintenance agreement between the Owner and the owners of the adjacent lots acknowledging that the existing residential lots' access over the lane will be maintained back to North Shore Road. The joint use and maintenance agreement for access shall be registered on title between the Condominium Corporation and the owners of the adjacent properties. The joint use and maintenance agreement shall be to the satisfaction of the Municipality and shall be established prior to the registration of the Plan.
37. The Owner shall include in the Declaration the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:
- i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;
  - ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;
  - iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment C to the Conditions of Draft Approval;
  - iv. subject only to condition 37 (v), (vii), all living trees greater than 4 inches diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;

v. subject only to condition 37 (vii), all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;

vi. An Ecological Committee shall be set up as part of the Condominium Board whose mandate shall be to promote environmental stewardship initiatives on Johnston Point;

vii. Notwithstanding sub-paragraphs 37(iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to the Conditions of Draft Approval as Attachment A. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Municipality;

viii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the agreement of purchase and sale for all Units where a walkway is permitted;

ix. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;

x. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the Municipality and the CRCA;

xi. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:

1. docks may only be constructed at the general locations identified on Attachment A to the Conditions of Draft Approval;

2. The joint use docks may only be constructed in accordance with all applicable approvals issued by the Cataraqui Region Conservation Authority and/or the Ministry of Natural Resources and Forestry;

3. docks must be floating or pole docks;

4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;

5. the surface area of any dock located in Long Bay shall not exceed 15 m<sup>2</sup> and its length shall not exceed 8 m;

6. subject to 37 (xii), the surface area of any dock not located in Long Bay may not exceed 20 m<sup>2</sup> and its length shall not exceed 8 m;

7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall facilitate the installation and permitting of all docks as a condition of sale of the Units where a dock is permitted. As per condition 37 (xi) 2, dock location and construction shall only occur following CRCA and/or MNRF permit issuance. This condition shall be included in the agreement of purchase and sale for all Units where a dock is permitted.

xii. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:

1. The Owner's qualified environmental professional, in cooperation with the Cataraqui Region Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on lot 10 generally in the location identified on Attachment A to the Conditions of Draft Approval to the water's edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the agreement of purchase and sale for all Units that are permitted to use the joint use dock;
2. The joint use docks may only be constructed in accordance with conditions of approval issued by the applicable approval provider;
3. The joint use docks must be floating, cantilever, or pole docks;
4. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;
5. The owners of Units 7, 9, 12, 13 and 15 will have exclusive use of the 0.31 ha small island located south of and between units 8 & 9 , and held in ownership by the Condominium Corporation;
6. Development on this small island will comply with Condition 37(v). The old corduroy road/path to the island shall be removed in accordance with the recommendations of a qualified environmental professional. The location of the dock shall be limited to the east side of the island. Permanent exclusionary fencing and signage shall be installed limiting access to the west side of the island. Signage will explain why no access to the west side of the island is permitted. Any deviation from these prescribed locations on Attachment A to the Conditions of Draft Approval may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;
7. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this small island. All joint use docking on the island shall conform to the requirements of this condition (xii);
8. The joint use docks shall be constructed so that they do not interfere with navigation and shall conform with the applicable zoning for docks.