

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2019-59**

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 CINDY & JAMES HENDERSON ET AL

WHEREAS a Site Plan and Site Plan Control 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 Control Agreement between the Corporation of the Township of South Frontenac and Cindy & James Henderson et al, 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 2 & 3, RP 21907, Part of Lot 32, Concession 7, District of Bedford, Township of South Frontenac, municipally known as 11 Colescott Lane.
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 1st day of October, 2019.

Read a first and second time this 1st day of October, 2019

Read a third time and finally passed this 1st day of October, 2019.

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



Ron Vandewal, Mayor



Angela Maddocks, Clerk

SITE PLAN AGREEMENT

Made this 5th day of November, 2019

BETWEEN:

CINDY & JAMES HENDERSON ET AL.

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 located in the Township of South Frontenac (the "Lands");

AND WHEREAS it was a condition of consent that the Owner enter into this site plan agreement with the Municipality on the terms set out;


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;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

1. The Owner covenants that the Owner is the Owner in fee simple of the Owner's lands Described in Schedule "A" attached hereto.
2. The Owner covenants and agrees with the Municipality as follows:

2.1 General

- 2.1.1 That development shall be in accordance with the Site Plan prepared by Zanderplan, attached hereto as Schedule "B".
- 2.1.2 That the uses on the subject property are limited to private car parking (two parking spaces), access pathway and a boat dock for shoreline access to properties located on Eden Island.
- 2.1.3 The parking area shall be constructed and maintained at a minimum of 30 metres from the highwater mark.
- 2.1.4 The access pathway is constructed and maintained to a maximum width of 1.5 metres wide.
- 2.1.5 The two parking spaces identified on the Site Plan prepared by Zanderplan are to be constructed with the dimensions of 2.7 metres by 6.0 metres and are maintained in the location as shown on the Site Plan.
- 2.1.6 The existing dock is to be maintained as per the Site Plan Drawing and that if the dock is to be replaced approval is required to be



provided from Rideau Valley Conservation Authority. A maximum of one dock shall be permitted on the lands identified in Schedule "A".

2.2 Environmental Protection

2.2.1 That sediment and erosion controls between the construction area and Bob's Lake are to be installed prior to the initiation of the work and is to remain in place until the site has been allowed to regenerate and vegetation has been re-established to the satisfaction of the Rideau Valley Conservation Authority.

2.2.2 That the vegetated buffer, within the 30 metre setback from the high-water mark, is maintained and enhanced where possible.

2.2.3 The Owner shall apply for a permit in the event that any work is to be undertaken along the shoreline of Bob's Lake. Permits are required from the Rideau Valley Conservation Authority in accordance with Ontario Regulation 174/06 (Development, Interference with Wetlands and Alteration to Shorelines and Watercourses) prior to any development on the property.

2.3 Limited Services

2.3.1 That the Municipality does not maintain or repair and will have no obligation to maintain or repair the private lane that provides access to the Lands or to perform or provide any other municipal services normally associated with public highways within the municipality.

2.3.2 That the Municipality will not be responsible for any loss, damage, or injury, whether direct or indirect, arising from the inability to access the Owner's lands because of the Owner's failure to properly maintain the private lane, and the Owner will indemnify and save harmless the Municipality, its councilors, officers, employees and agents from and against all claims, losses, damages, liabilities, costs and expenses (including legal fees and disbursements) which may be made or brought against the Municipality as a result thereof.

3.0 This agreement shall be registered against the title to the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.

4.0 If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on seven (7) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.

5.0 Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per month (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.

Handwritten signatures and initials:
J. G. L. B. M.
M. D. H.
C. J. P. M.


7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.

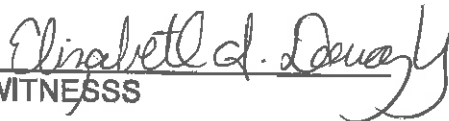
8.0 This Agreement shall ensure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
In the presence of:


WITNESS



WITNESS


WITNESS


WITNESS


WITNESS


WITNESS


WITNESS


CINDY HENDERSON


JAMES HENDERSON


ERIC HENDERSON



OLIVIA HENDERSON

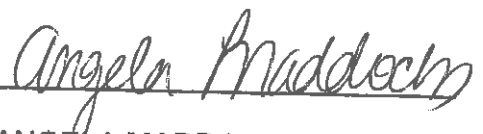

ALICE HENDERSON


PETER HENDERSON


THOMAS HENDERSON

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:


RON VANDEWAL – MAYOR


ANGELA MADDOCKS – CLERK

SCHEDULE "A"

THE LANDS

PARTS 2 & 3, PLAN 13R21907, PART LOT 32, CONCESSION 7, GEOGRAPHIC TOWNSHIP OF
BEDFORD, TOWNSHIP OF SOUTH FRONTENAC, COUNTY OF FRONTENAC

MUNICIPAL ADDRESS

11 COLESCOTT LANE

Handwritten signatures and initials:
M. B. (with a flourish)
S.P.
D.H.
S.K.
A.K.

Schedule "B"

Drawing List

Site Plan Drawing

Parts 2 & 3, Plan 13R-21907, Part Lot 32, Concession 7,
Geographic Township of Bedford, Township of South
Frontenac, prepared by Zanderplan.
Version Date: March 19, 2019.

29/03/19
GA
JK *OB* *WST* *PK*