

**TOWNSHIP OF SOUTH FRONTENAC  
BY-LAW 2021-77**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A MASTER SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND 1324789 ONTARIO INC., MAGENTA WATERFRONT DEVELOPMENT CORPORATION, RATH, DONALDSON, LEE-DONALDSON, LACELLE, SIMPSON, BEUK, BERMAN, MCGROARTY, LEPAGE, MACDONALD, DOBING, HODGE, BLAIS, TAYLOR, ALLAIR: JOHNSTON POINT VACANT LAND PLAN OF CONDOMINIUM**

---

**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 1324789 Ontario Inc., Magenta Waterfront Development Corporation, Rath, Donaldson, Lee-Donaldson, Lacelle, Simpson, Beuk, Berman, McGroarty, LePage, MacDonald, Dobing, Hodge, Blais, Taylor, Allair, a copy of which is attached hereto forming part of this By-law.
2. THAT the Agreement shall be registered on title of the properties described Units 1 to 15, Level 1, Frontenac Vacant Land Condominium Plan No. 85, and their appurtenant interests, being PINs 36785-0001 to 36785-0015, both inclusive, District of Loughborough, 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 21<sup>st</sup> day of December, 2021.**

**Read a first and second time this 21<sup>st</sup> day of December, 2021.**

**Read a third time and finally passed this 21<sup>st</sup> day of December, 2021.**

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

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

  
\_\_\_\_\_  
Angela Maddocks, Clerk

**THIS SITE PLAN AGREEMENT** made this \_\_\_\_ day  
of \_\_\_\_\_, 2021.

**BETWEEN:**

**1324789 ONTARIO INC.**  
and  
**MAGENTA WATERFRONT DEVELOPMENT CORPORATION**

hereinafter collectively called the "Owner"

- and -

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

hereinafter called the "Municipality"

**WHEREAS** the Owner collectively 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. 2003-75 to designate all of the Township of South Frontenac as a "Site Plan Control Area";

**AND WHEREAS** the Owner's Lands are to be developed by a Plan of Condominium, creating 15 Residential Building lots ("Units"), a common access road, and a common waterfront passive recreational area, with the common elements (as such term is defined in the Condominium Agreement) governed by the Condominium Act, 1998 (the "Act") the Declaration and the By-laws of the Condominium Corporation, with each Unit owner being an owner of the common elements as tenants in common in the proportions specified in the Declaration;

**AND WHEREAS** upon registration of a Declaration and Description under the Act a Vacant Land Condominium Corporation shall be created (the "Condominium Corporation"), and the Condominium Corporation shall assume all of the obligations of the Owner pursuant to this Agreement. All obligations with respect to the development of the units shall be assumed by and shall be the responsibility of the Unit Owners upon registration of a transfer of the specific Unit. Subject to the foregoing, the use of the term Owner in this Agreement shall include the Condominium Corporation and the Unit Owners, as appropriate;

**AND WHEREAS** the Owner agrees that prior to obtaining any building permits for any of the Units within the Owner's Lands the Owner shall be required to obtain a further site plan approval for the specific Unit, which approval shall conform with this Agreement and provide more specific details about the development of the Unit to ensure that the Unit is developed in accordance with the Plan of Condominium Agreement and other applicable development requirements;

**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:

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 Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, develop the Owner's Lands in accordance with this Master Site Plan Agreement and the Master Site Plan attached to this Agreement as Schedule "B", and shall construct, use, and maintain those facilities and works set out in the Master Site Plan in accordance with the terms of this Agreement. The drawings listed in Schedules "B" and "C" are hereby incorporated by reference into this Agreement. The originals of the Schedules are on file in the offices of the Municipality and shall govern in the event of any dispute.
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. Master Site Plan;
  - c. Conceptual Unit Site Plan Drawings; and
  - d. Municipal Conditions of Approval.
5. The Owner shall comply with any amendments, additions or deletions to the Master Site Plan 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 and the construction of the works and facilities required by this Agreement.
6. Prior to the commencement of any construction, and subject to clause 8 below, the Owner agrees to obtain all other permits and approvals required by any other agency or authority having jurisdiction.
7. Without limiting the generality of the Owner's obligations set out in clause 3 of this Agreement, the Owner covenants and agrees to develop the Owner's lands in accordance with those municipal conditions set out in Schedule "D" to this Agreement.
8. The Owner acknowledges and agrees that the registration of this Agreement shall not entitle any individual Unit owner to apply for or receive a building permit for the development of a Unit. The Owner expressly acknowledges and agrees that the Owner shall not request a building permit for any construction on a Unit until a site plan agreement specific to that Unit, and which generally conforms with this Master Site Plan Agreement, has been entered into with the Municipality and registered on title to the Unit.
9. The Owner further acknowledges and agrees that this Master Site Plan Agreement shall govern the overall development of the Owner's Lands and the development of any common elements thereon. No development shall occur on the Owner's Lands that is not consistent with this Agreement and any individual Site Plan Control Agreement entered into for the development of a specific Unit.

10. The Owner agrees that it shall not apply for any building permits for the development of the Owner's Lands that is inconsistent with the Environmental Benefit Permit PT-C-001-16 issued on October 28, 2018, and all work undertaken pursuant to this Master Site Plan Agreement shall be in conformity therewith.
  - a. Owners are advised to consult a biologist in connection with their proposed Site Plan Application in accordance with the requirements of the registered Condominium Agreement with the Township, the Condominium Declaration and the Benefit Permit in order to demonstrate compliance with all requirements of the Environmental Benefit Permit.
  - b. The actual disturbed area calculation, which is limited by the terms of the Environmental Benefit Permit, shall be calculated based on the site plan filed by the Unit Owner.
  - c. The exclusion fencing, demarcation of the provincially Significant Wetland and signage obligations shall be the responsibility of the Condominium Corporation regardless of the location of any of these works on an individual Unit. Exclusion fencing and signage shall be installed in consultation with the biologist and Cataraqui Conservation Authority and the Township within 6 months of the registration of this Agreement.
11. The Conceptual Unit Site Plan Drawings attached to this Agreement are conceptual only and are subject to further approval upon Application by a Unit Owner for Site Plan Approval. No engineering studies have been submitted in connection with the Conceptual Unit Site Plan Drawings and no warranty has been given by the Owner or the Municipality as to the viability of any Unit for development or the feasibility of alternate plans. Alternate plans for a Unit shall be considered by the Township where the Owner demonstrates that such changes are reasonably necessary to accommodate servicing and development of the Lot, are in compliance with all applicable laws and regulations and the documents listed in paragraph 15(a)-(c) of this Agreement. The Owner acknowledges that any alternate plan for any Unit will require additional studies to enable the Municipality to consider the request. All such requests and studies shall be at the Owner's sole cost and shall be satisfactory to the Municipality in its sole discretion.
12. All site servicing shall be indicated on the Unit Site Plan to be submitted by the Owners of the units. Wells shall be located outside of the 40m setback. Wells outside the 40m Tree Protection Area may be permitted to be constructed in advance of the approval of the individual Unit Site Plan. All well construction shall comply with the general restrictions on construction imposed by the Environmental Benefit Permit.
13. The Owner agrees that it shall not drill any well within the 40m Tree Protection Area in advance of approval for the individual Unit Site Plan. If a well cannot be reasonably located outside the 40m Tree Protection Area, the owner of the Unit shall submit a report from a qualified well driller or other qualified professional(s) as required that confirms, to the satisfaction of the Municipality and Cataraqui Region Conservation Authority, the reason why it is not possible to locate a well outside the 40m Tree Protection Area. The report shall consider how the placement of the well will impact the placement of the septic system and building envelope outside the 40m Tree Protection Area. The Owner acknowledges that the Municipality may require additional studies and/or a peer review to confirm the acceptability of the proposal, the costs of which shall all be at the sole cost of the Owner.
14. Development of the Owner's Lands shall be in accordance with the

Condominium Agreement registered on title as Instrument Number FC329989. In the event that there is any inconsistency between this Agreement, Environmental Benefit Permit PT-C-001-16 or the requirements of the Condominium Agreement, the Environmental Benefit Permit PT-C-001-16 shall govern, followed in order of priority by the individual Site Plan Agreement for the Unit, this Agreement, and the Condominium Agreement to the extent of any inconsistency.

15. The Owner shall submit an application for site plan approval for each Unit in advance of any development. The site plan application shall include sufficient detail to enable the Municipality to determine that the development and servicing proposed will generally conform to this Master Site Plan Agreement, and in addition will satisfy all requirements of the:
  - a. Environmental Benefit Permit PT-C-001-16;
  - b. Condominium Agreement; and
  - c. Condominium Declaration.

Detailed review of all submissions will be undertaken at the time of submission for compliance with all requirements in the above referenced documents. Submissions that do not comply will be rejected and re-submission shall be required.

16. The Owner acknowledges that all investigation with respect to hydro lines and restrictions imposed by buffer zones are the responsibility of the Unit Owner as part of the individual site plan process.
17. The Owner acknowledges that all services, including the construction of driveways, require consultation with the Township Planning Department prior to submission of the site plan application for the Unit. The Owner acknowledges and agrees that the construction of any proposed dock must comply with all requirements imposed by the documents referenced in paragraph 15 (a) –(c) and that all requirements of such documents are deemed to be repeated herein.
18. The Owner acknowledges that there shall be no proposed changes to the docks constructed as at the date of this Agreement and shown on the Master Site Plan, apart from the connection of the docks to the shoreline under the supervision of a qualified biologist and in accordance with all the requirements of the documents listed in paragraph 15(a)-(c) of this Agreement, and no change in the location of such docks shall be permitted. These provisions shall likewise apply to the dock constructed on Unit 10 for the shared use of certain Unit Owners, and to any dock constructed on the exclusive use common element portion of the Island (Block 19). The Township may require certification from the Owner or an Ontario Land Surveyor as to the dimensions of any shared docks.
19. The Owner acknowledges that the Municipality shall not maintain or repair and will have no obligation to maintain or repair the private gravel lane (right-of-way) that provides access through the Owner's Lands or to perform or provide any other municipal services normally associated with public highways within the municipality. The Owner acknowledges and agrees that the entire length of the private lane shall remain unpaved in perpetuity.
20. 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.

21. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to any Unit. Waste pickup will be available at the Township Road in a designated garbage and recycling collection facilities.
22. 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 Owner, the Municipality, through it's employees, agents or contractors, may, without further notice, enter upon the Owner's 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 Owner 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 Municipality may perform any of the required services and collect the cost for the enforcement of this Agreement against the said Lands from the security.
23. 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.
24. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
25. The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
26. 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 works and facilities and to perform any work arising from or the result of any default by the Owner under this Agreement.
27. 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.
28. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the Works.

29. 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.
30. 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.
31. The Owner consents to the registration by the Municipality at the Owner's expense of this Agreement against the title to the Owner's Lands and, in accordance with s. 41(10) 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.
32. The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.
33. 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.
34. 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.
35. 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 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
36. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
37. 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.
38. This Agreement shall enure to and be binding upon the parties hereto, and their respective successors and assigns.

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:

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

\_\_\_\_\_  
Ron Vandewal - Mayor

\_\_\_\_\_  
Angela Maddocks - Clerk

*We have authority to bind the Corporation*

1324789 ONTARIO INC., by its Attorney,  
Magenta Waterfront Development Corporation

Per: \_\_\_\_\_

Name: Gavin Marshall  
Title: President

*I have authority to bind the corporation*

**MAGENTA WATERFRONT  
DEVELOPMENT CORPORATION**

Per: \_\_\_\_\_

Name: Gavin Marshall  
Title: President

*I have authority to bind the corporation*

\_\_\_\_\_  
Jeffrey Rath

\_\_\_\_\_  
Susan Peters Rath

\_\_\_\_\_  
Jeffrey Lawrence Donaldson

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:

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

\_\_\_\_\_  
Ron Vandewal - Mayor

\_\_\_\_\_  
Angela Maddocks – Clerk

*We have authority to bind the Corporation*

**1324789 ONTARIO INC., by its Attorney,  
Magenta Waterfront Development Corporation**

Per: \_\_\_\_\_  
Name: Gavin Marshall  
Title: President

*I have authority to bind the corporation*

**MAGENTA WATERFRONT  
DEVELOPMENT CORPORATION**

Per: \_\_\_\_\_  
Name: Gavin Marshall  
Title: President

*I have authority to bind the corporation*

\_\_\_\_\_  
Jeffrey Rath

\_\_\_\_\_  
Susan Peters Rath

  
\_\_\_\_\_  
Jeffrey Lawrence Donaldson

*Allyson Lee-Donaldson*

---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dobing**

---

**Robert Hodge**

---

**Gudrun Hodge**

---

**Cara Dawn Blais**

---

**Lisa Taylor**

---

**Sean Allair**

---

**Allyson Audrey Lee-Donaldson**



---

**Shelly Leigh Lacelle**



---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dobing**

---

**Robert Hodge**

---

**Gudrun Hodge**

---

**Cara Dawn Blais**

---

**Lisa Taylor**

---

**Sean Allair**

---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**



---

**Sarah Marie Simpson**



---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dobing**

---

**Robert Hodge**

---

**Gudrun Hodge**

---

**Cara Dawn Blais**

---

**Lisa Taylor**

---

**Sean Allair**

---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dohing**

---

**Robert Hodge**

---

**Gudrun Hodge**

---

**Gina Dawn Blais**

---

**Lisa Taylor**

---

**Sean Allair**

---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

*Brenda Macdonald*  
**Brenda Debra Macdonald**

---

**David George Dobing**

---

**Robert Hodge**

---

**Gudrun Hodge**



---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dohing**

  
**Robert Hodge**

  
**Gudrun Hodge**

---

**Cara Dawn Blais**

---

**Lisa Taylor**

---

**Sean Allair**

---

**Allyson Audrey Lee-Donaldson**

---

**Shelly Leigh Lacelle**

---

**Michael Anthony Lacelle**

---

**Sarah Marie Simpson**

---

**Jonathan Michael Beuk**

---

AuthentSign  
*Eric Berman* 12/09/21  
**Eric Berman**

---

**Scott McGroarty**

---

**Marie-Claude Lepage**

---

**Brenda Debra Macdonald**

---

**David George Dobing**

---

**Robert Hodge**

---

**Gudrun Hodge**

---

**Cara Dawn Blais**

---

AuthentSign  
*LISA TAYLOR* 12/09/21  
**Lisa Taylor**

---

AuthentSign  
*Sean Allair* 12/09/21  
**Sean Allair**

Allyson Audrey Lee-Donaldson

Shelly Leigh Lacelle

Michael Anthony Lacelle

Sarah Marie Simpson

Jonathan Michael Beuk

Eric Berman

Scott McGroarty

Marie-Claude Lepage

Brenda Debra Macdonald

David George Dobing

Robert Hodge

Gudrun Hodge

  
Cara Dawn Blais

Lisa Taylor

Sean Allair

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

**Units 1 to 15, Level 1, Frontenac Vacant Land Condominium Plan No. 85, and their appurtenant interests, Township of South Frontenac, being PINs 36785-0001 to 36785-0015, both inclusive**

**SCHEDULE "B"**

**MASTER SITE PLAN DRAWINGS**

Showing all Works and Facilities

1. Johnston Point Master Site Plan, Part Lots 23 & 24, Concession 6, Part Lot 24, Concession 7, Part of the Road Allowance between Concession 6 & 7 (Closed by By-Law), Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: December 16, 2021
2. Johnston Point Conceptual Site Plan - Block 19 (Common Element - Island), Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021

**SCHEDULE "C"**  
**INDIVIDUAL UNIT SITE PLAN CONCEPT DRAWINGS**

1. Johnston Point Conceptual Site Plan - Unit 1, Part Lots 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
2. Johnston Point Conceptual Site Plan - Unit 2 (Two Septics), Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: December 16, 2021
3. Johnston Point Conceptual Site Plan - Unit 3, Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
4. Johnston Point Conceptual Site Plan - Unit 4, Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
5. Johnston Point Conceptual Site Plan - Unit 5, Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
6. Johnston Point Conceptual Site Plan - Unit 6, Part Lots 23 & 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
7. Johnston Point Conceptual Site Plan - Unit 7, Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
8. Johnston Point Conceptual Site Plan - Unit 8, (Two Septics), Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: December 16, 2021
9. Johnston Point Conceptual Site Plan - Unit 9, Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
10. Johnston Point Conceptual Site Plan - Unit 10, Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
11. Johnston Point Conceptual Site Plan - Unit 11, Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
12. Johnston Point Conceptual Site Plan - Unit 12, Part Lot 24, Concession 7, and Part of the Road Allowance between Concessions 6 & 7, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021
13. Johnston Point Conceptual Site Plan - Unit 13, Part Lot 24, Concession 7, and Part of the Road Allowance between Concessions 6 & 7, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021

14. Johnston Point Conceptual Site Plan - Unit 14, (Two Septics), Part Lot 23, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: December 16, 2021
15. Johnston Point Conceptual Site Plan - Unit 15, Part Lot 24, Concession 6, Geographic Township of Loughborough, Township of South Frontenac, prepared by Zanderplan, version dated: November 9, 2021

## SCHEDULE "D" MUNICIPAL CONDITIONS

The Owner further covenants and agrees to develop the Owner's lands in accordance with the following Municipal Conditions:

1. The Owner agrees to construct the common garbage and recycling storage areas to the satisfaction of the Municipal Engineer.
2. The Owner agrees to construct all works and facilities in a good and workmanlike manner and, where applicable, according to the Municipality's normal standards and specifications.
3. The Owner agrees to take all reasonable precautions to reduce dust, noise and other nuisances and to ensure public safety during the development of the Owner's Lands and construction of the works and facilities required by this Agreement.
4. The Owner shall be responsible for installing and maintaining all sediment and erosion controls in accordance with best management practices prior to and during construction activities.
5. The Owner agrees to construct all storm water facilities in accordance with the Storm Water Management Plans approved by the Cataraqui Region Conservation Authority and the Municipality.
6. It is acknowledged that no provision has been made for snow storage within the boundaries of the condominium. As such, snow storage shall not be permitted within the common element lands that comprise the private road within Johnston Point. Snow that may accumulate from regular plowing of the private road must be removed from the site on a regular basis so not to have any significant piling of snow within the common element lands that comprise the private road.
7. The Owner agrees to obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing hydro services.
8. The Owner agrees to develop the Owner's lands generally in accordance with the Municipality's site plan control guidelines in effect on the date of this agreement, a copy of which the owner hereby acknowledges receiving.
9. The Owner shall ensure that all individual site plan drawings for all Units in the Plan of Condominium are prepared by an Ontario Land Surveyor, or are prepared by an Architect or Engineer based on a plan prepared by an Ontario Land Surveyor, and conform, at a minimum, to the following:
  - a. Permit PT-C-001-16 issued October 28, 2018;
  - b. All Municipal Conditions as set out in Schedule "E" of the Condominium Agreement;
  - c. Exterior lighting shall be shown on the Site Plan Drawings and shall direct any light emitted downwards and away from adjacent uses or the shoreline in accordance with the approved plans. All exterior lighting is required to be dark sky compliant.
  - d. Identified locations, materials and dimensions for docks and pathways, where permitted;
  - e. Identified locations, dimensions and materials for driveways. The driveway shall be designed by a Professional Engineer to direct stormwater runoff and minimize erosion, which designs shall be reviewed and approved by the Municipality;
  - f. Identification of and maintenance obligations for the 30m shoreline

vegetation protection area in which all vegetation, save only for invasive species, and the 1.5m wide pathway to the shoreline, shall be maintained in its natural state;

- g. Identified location, materials and width of the 1.5m pathway to the shoreline; and
  - h. Identification of a 40m tree protection setback from the shoreline where vegetation removal is limited to only those trees that require removal in accordance with the approved Site Plan Control Drawings for the Unit.
10. The Owner acknowledges and agrees that the Master Site Plan identifies a primary and alternative location for septic systems. The Owner further agrees that the individual Unit site plan approvals will identify the location of the septic system, which may deviate from the Master Site Plan only where a terrain analysis prepared by a qualified engineer and an Environmental Impact Assessment brief are prepared to support the new location, to the satisfaction of the Municipality.
11. The Owner agrees that it shall construct the path to the water within the 40m Tree Protection Area at the location established in this Master Site Plan. Provided that a pathway is constructed in the location specified in this Master Site Plan, to the standard specified in the Condominium Agreement, and in conformity with the Environmental Benefit Permit, the pathway may be constructed on an individual Unit in advance of approval of the individual Site Plan for that Unit.
12. If any pathway is proposed to be constructed in a location that deviates from what is approved in this Master Site Plan, it may only be constructed after approval of the individual site plan for the Unit, and in accordance with the individual site plan approval.