

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2022-102**

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A LICENCE AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH FRONTENAC AND JONATHAN HOSS RELATING TO THE EXISTING AND CONTINUED USE OF THE UNOPENED ROAD ALLOWANCE BETWEEN LOTS 18 & 19, CONCESSION 8, DISTRICT OF STORRINGTON.

WHEREAS PURSUANT TO Section 9 of the *Municipal Act*, 2001, S.O. 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to Section 5.3 of the *Municipal Act*, 2001, c.25, the powers of every Council shall be exercised by by-law;

AND WHEREAS it is deemed expedient that the Township of South Frontenac enter into an agreement with Jonathan Hoss respecting the use of the unopened road allowance between Lots 18 & 19, Concession 8, District of Bedford for the purpose of accessing the property Municipally known as 228 Pine Point Lane;

AND WHEREAS such agreement is required to set out the terms and conditions of the provision of such service;

NOW THEREFORE the Council of the Township of South Frontenac enacts as follows:

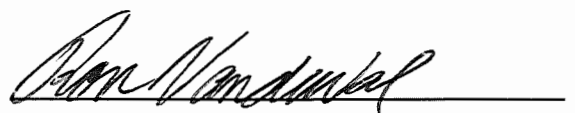
1. THAT the Mayor and the Clerk are hereby authorized, on behalf of the Township of South Frontenac, to enter into and execute under its corporate seal, a Licence Agreement with Jonathan Hoss.
2. That a copy of the said agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. That the Owner(s) of the lands as of the date of by-law passage shall pay all costs associated with the development, passage and registration of this by-law.
4. That this by-law shall be registered in the Land Registry Office and the Municipality shall be provided with the appropriate documentation that the registration has been completed within ten (10) business days of the date of registration.
5. That passage of this by-law shall be deemed to include authorization to legal counsel to register the same in the Land Registry Office without further written authorization.
6. That this by-law shall come into force and effect on the final date of passing.

Dated at the Township of South Frontenac this 6th day of December, 2022.

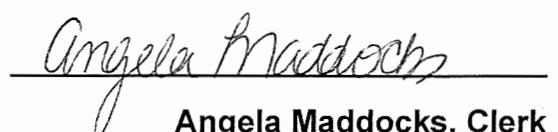
Read a first and second time this 6th day of December, 2022.

Read a third time and finally passed this 6th day of December, 2022.

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



Ron Vandewal, Mayor



Angela Maddocks, Clerk

Licence Agreement

Made this _____ day of _____, 2022

Between:

Jonathan Hoss
Hereinafter called the "Licensee"

of the First Part

-and-

The Corporation of the Township of South Frontenac
hereinafter called the "Licensor"

of the Second Part

WHEREAS the Licensee is the registered owner in fee simple of certain lands located in the Township of South Frontenac more particularly described in Schedule "A" (the Owners' Lands");

AND WHEREAS the Council of the Corporation of the Township of South Frontenac has agreed to enter into a Licence Agreement with the Licensee to provide access along a portion of the unopened road allowance between Lots 18 & 19, Concession 8, Former Township of Storrington, Township of South Frontenac;

AND WHEREAS Section 28, (2)(a) of the *Municipal Act*, 2001, c. 25, gives local municipalities jurisdiction over all road allowances located in the municipality; and whereas Council is authorized to license the use of un-travelled portions of highways under its jurisdiction;

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

1. In this Agreement,
 - a. "Licensee's Property" means those lands owned by the Licensee described in Schedule "A" to this Agreement;
 - b. "Road Allowance" means that portion of the unopened road allowance described in Schedule "B" to this Agreement;
 - c. "Location of Proposed Driveway" means the portion of the unopened road allowance shown in Schedule "C" to this Agreement, original drawing kept at the planning department at 4432 George Street, Sydenham;
 - d. "Private Lane Standards" means the standard of development described in The Township of South Frontenac Road and Lane Standard Cross-Section Policy;
2. The Municipality grants to the Licensee a non-exclusive license to use the Road Allowance for the purpose of vehicular access to and from the Licensee's Property.
3. The term of this Licence shall be from the date of this Agreement to December 31, 2023, and thereafter from year to year.
4. Upon entering into this Agreement, the Licensee shall pay the Municipality the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 during the term of this Licence.

5. The Licensee acknowledges that they have no rights, title or interest in the Road Allowance other than as provided in this Agreement.
6. The Municipality may, at any time, terminate this license by giving the Licensee a minimum of 60 days written notice of termination, and the annual payment for the license fee shall be apportioned as of the date of termination.
7. The Licensee covenants with the Municipality:
 - a. To accept the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Licensee's use of the Road Allowance;
 - b. To pay the annual Licence fee;
 - c. To obtain all necessary permits and approvals required by law;
 - d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance except in accordance with plans and specifications submitted to and approved by the Municipality;
 - e. The plan for the driveway shall be submitted to the Municipality for review and shall ensure that the driveway does not run across private property, it must only run along the benefitting lands and the unopened road allowance until the driveway meets the private lane known as Pine Point Lane;
 - f. To meet and maintain the conditions of the Township's policy on Private Lane Standards as outlined in Schedule "D", if required;
 - g. The Municipality and the licensee acknowledge that the driveway currently exists and has existed for many years. No alterations will take place on the existing driveway unless a plan as mentioned in clauses d and e above is submitted to the Municipality and is approved prior to commencing work;
 - h. To keep the Road Allowance in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
 - i. To use the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
 - j. Not to assign or otherwise transfer this Licence without the prior written consent of the Municipality, which consent may be arbitrarily withheld;
 - k. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, gates, buildings, posts, electrical, structures or fixtures on the Road Allowance without the prior written consent of the Municipality;
 - l. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Municipality may cause damage to the road allowance or any neighbouring property;
 - m. To take, at the Licensee's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;
 - n. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than materials legally permitted on Township roads without special permit;

- o. Upon termination of this Licence to remove from the Road Allowance all fixtures and chattels belonging to the Licensee, with all damage if any, caused by such removal made good by the Licensee;
 - p. Upon failure by the Licensee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Municipality, the Municipality may enter the Road Allowance and fulfill such conditions at the sole expense of the Licensee, who shall forthwith upon being invoiced therefore, reimburse the Municipality for all of its costs;
 - q. That the Municipality has no obligation during or upon expiration of the term of this licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Municipality;
 - r. Not to register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Road Allowance against title to the Road Allowance;
 - s. To indemnify and save harmless, the Municipality from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Municipality in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of the Road Allowance;
 - t. To further indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act* in connection with any work done for the Licensee at or on the Road Allowance, and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Municipality to do so, failing which the Municipality may attend to such removal and recover the expense and all attendant costs from the Licensee;
 - u. To maintain in force at all times during the term of this license and any renewal thereof, at the Licensee's expense and in the names of the Licensee and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than two million dollars, and to provide the Municipality with proof of such insurance no later than the 15th day of January each year or upon request.
8. This Agreement may be deleted from title upon the written consent of the Municipality to the owner's legal representation.
9. This Agreement shall become null and void if the Owner's Lands are sold, Transferred, or otherwise disposed of.

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

Jonathan Hoss
Licensee

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Per:

Ron Vandewal – Mayor

Angela Maddocks – Clerk

We have the authority to bind the corporation.

Schedule "A"

The Licensee Lands

Part Lot 18, Concession 8, Parts 1 & 2 Plan 13R20993; Storrington

All of PIN: 36296-0945

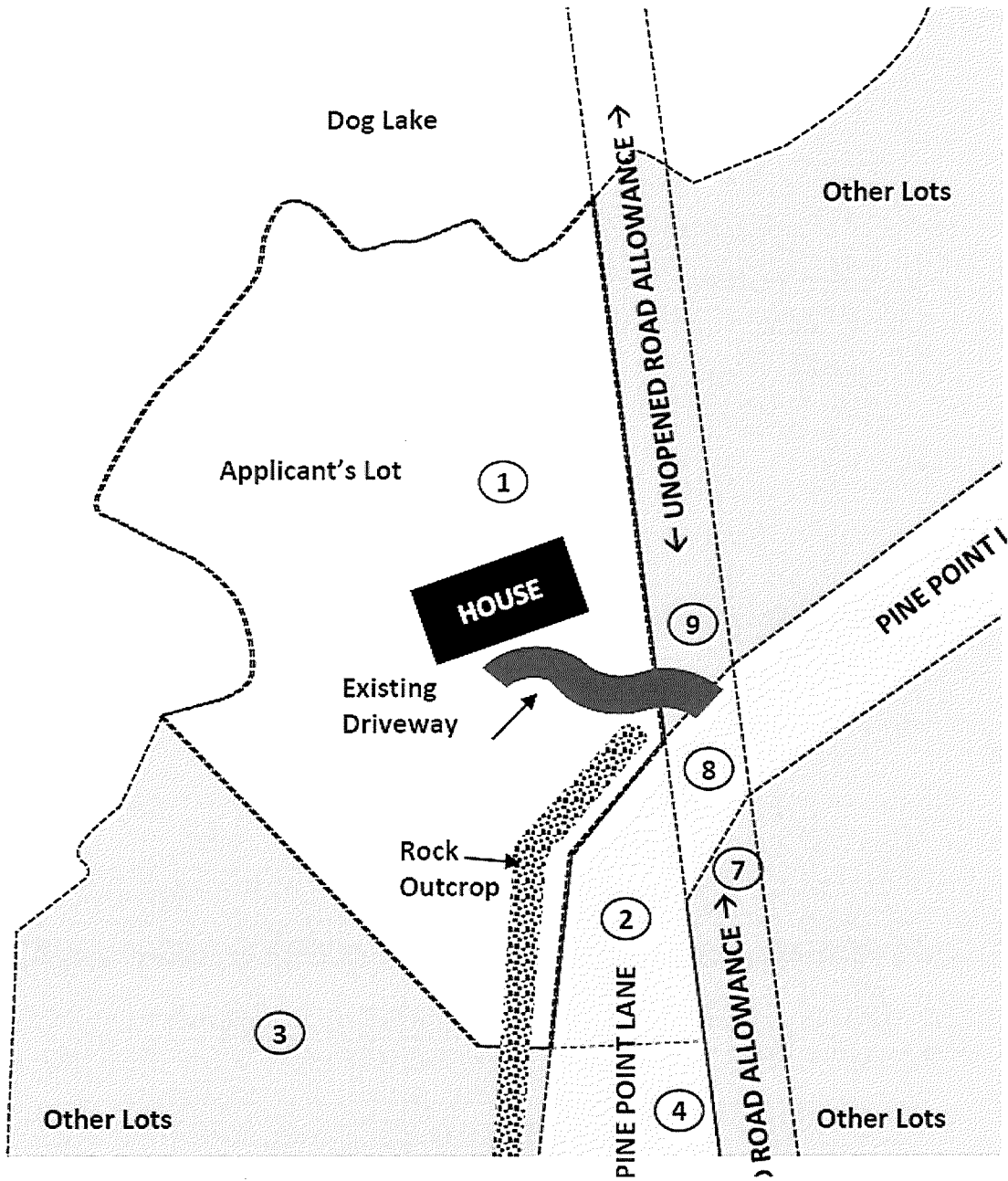
Schedule "B"

Road Allowance

Being a portion of the Road Allowance between Lots 18 & 19, Concession 8,
District of Storrington

Being a portion of PIN: 36296-0095

Schedule "C"



Schedule "D"

South Frontenac Road & Lane Standard Cross Section Specifications

The following dimensions should be adhered to when conducting private road or lane upgrades. Should you have additional questions about these guidelines, please contact the Public Services Department ext. 4331.

	Public Road Standard	Private Lane Standard
Right of Way Width	20.0 m (66 feet)	20.0 m (66 feet)
Height of Clearing	5.0 m (16 feet)	5.0 m (16 feet)
Width of Clearing	11.0 m (36 feet)	6.0 m (20 feet)
Surface Width	6.7 m (22 feet)	4.5 m (15 feet)
Surface Material	Per Table Below	Crushed Stone
Depth of Material, Minimum	(150 mm) 6" of Granular A (300 mm) 12" of Granular B	(100 mm) 4" of Granular A (150 mm) 6" of Granular B
Shoulder, including Rounding	1.0 m (3 feet)	Nil
Crown, Minimum	2%	1%
Cross Culvert, Minimum	400 mm (16 inches)	300 mm (12 inches)
Culvert Material	CSP/HDPE	CSP/HDPE
Maximum Grade	10% (1 in 10)	12% (1 in 8)
Geometrics	TAC Standards	Safe Passage of Emergency Vehicles
Ditches, Minimum Depth from Crown to Bottom of Ditch	0.6 m (2 feet)	0.3 m (1 foot)
Embankment Protection (edge of surface drop off):	Required for side slopes greater than 3:1 and depths of fill greater than 3 m (MTO Roadside Safety Manual)	

Traffic Volume	Surface Type	Minimum Depth
<200	Crushed Gravel	375 mm (15 inches)
200-1000	Double Surface Treatment	N/A
>1000	Asphalt	As per Development Guidelines