

By-Law Number 2025-08

A By-Law to Authorize the Execution of a Licence Agreement Between the Township of South Frontenac and Amanda D'Amour-Featherston and Taylor Featherston. Relating to the Existing and Continued use of the Unopened Road Allowance, between Lot 6 and Lot 7 Concession 8, Former Township of Storrington, Township of South Frontenac

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;

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

Whereas it is deemed expedient that the Township of South Frontenac enter into an agreement with Amanda D'Amour and Taylor Featherston respecting the use of the unopened road allowance between Lot 6 and Lot 7 Concession 8, Former Township of Storrington, Township of South Frontenac for the purpose of accessing the property Municipally known as 2498 Sands Road;

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

Therefore Be It Resolved That 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 Amanda D'Amour-Featherston and Taylor Featherston.
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.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

James Thompson, Clerk

~~Ron Vandewal, Mayor~~

Randy Ruttan, Deputy Mayor

Licence Agreement

Made this 25th day of February, 2025

Between:

Taylor Featherston & Amanda D'Amour-Featherston
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 Lot 6 and Lot 7 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;

AND WHEREAS it was a condition of the Committee's approval that the Owner of the lands enter into this agreement with the Licensor on the terms set out;

AND WHEREAS the Licensor is authorized to enter into this agreement and register it against the title to the Licensee's lands as described in Schedule "A" of this agreement, pursuant to subsections 45(9.1) and 45(9.2) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the Licensee has agreed that the Licensor shall not be liable for the maintenance, improvement or use of the road allowance after any permitted alterations;

AND WHEREAS the Licensee has agreed that the Licensor may enforce the terms of this Agreement pursuant to sections 445 and 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, including the authority to order remedial work to be completed at the Licensee's sole cost;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, 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;
2. The Licensor grants to the Licensee a non-exclusive license to use the Road Allowance for the purpose of pedestrian and 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, 2025, and thereafter from year to year.
4. Upon entering into this Agreement, the Licensee shall pay the Licensor the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 which shall be added to the tax roll and collected in the same manner as taxes pursuant to Section 398 of the *Municipal Act, 2001*, S.O. 2001, 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 Licensor 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. The Licensee agrees that upon termination the Licensee hereby irrevocably waives any rights to claim damages or loss as against the Licensor.
7. The Licensee covenants with the Licensor:
 - a. To accept the Road Allowance in an "as is" condition and not to require the Licensor 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 and as determined by the scope of work which is to be submitted and approved by the Licensor as outlined in clause d;
 - d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance as described in Schedule "C" except in accordance with plans and specifications submitted to and approved by the Licensor;
 - e. The Licensor and the licensee acknowledge that the driveway serving access to the lands as described in Schedule "C" currently exists and has existed for several years. No alterations will take place on the existing driveway unless a plan as mentioned in clause d above is submitted to the Licensor and is approved prior to commencing work;
 - f. 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;
 - g. 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 Licensor or any other member of the public;
 - h. Not to assign or otherwise transfer this Licence without the prior written consent of the Licensor, which consent may be arbitrarily withheld;
 - i. 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, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Licensor;
 - j. 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 Licensor may cause damage to the road allowance or any neighbouring property;
 - k. To take, at the Licensee's own expense, all measures necessary to ensure to the Licensor'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;

- l. 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;
 - m. 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;
 - n. 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 Licensor, the Licensor 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 Licensor for all of its costs;
 - o. That the Licensor 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 Licensor;
 - p. 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;
 - q. To indemnify and save harmless, the Licensor 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 Licensor 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;
 - r. To further indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction 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 Licensor to do so, failing which the Licensor may attend to such removal and recover the expense and all attendant costs from the Licensee;
 - s. To take out and maintain in force at all times, a comprehensive policy of public liability and property damage insurance acceptable to the Licensor, that provides insurance coverage in respect of any one occurrence to a limit of not less than two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, and that names the Licensor on the policy as an additional insured;; and to provide the Licensor with proof of such insurance no later than the 15th day of January each year or upon request.
8. This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

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

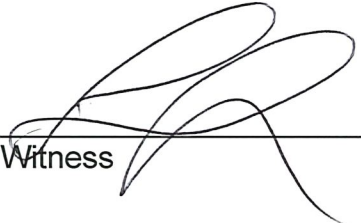
In the presence of:



Witness



Amanda D'Amour-Featherston
Licensee




Witness



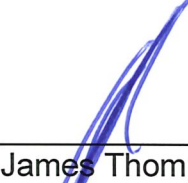
Taylor Featherston
Licensee

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Per:



Ron Vandewal – Mayor



James Thompson – Clerk

We have the authority to bind the corporation.

Schedule "A"

The Licensee Lands

Part Lot 6 Concession 8 Storrington Part 1 & 2 13R5043; Part Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington Closed By FR751649, Part 1 & 2 13R17838; Subject to FR752064

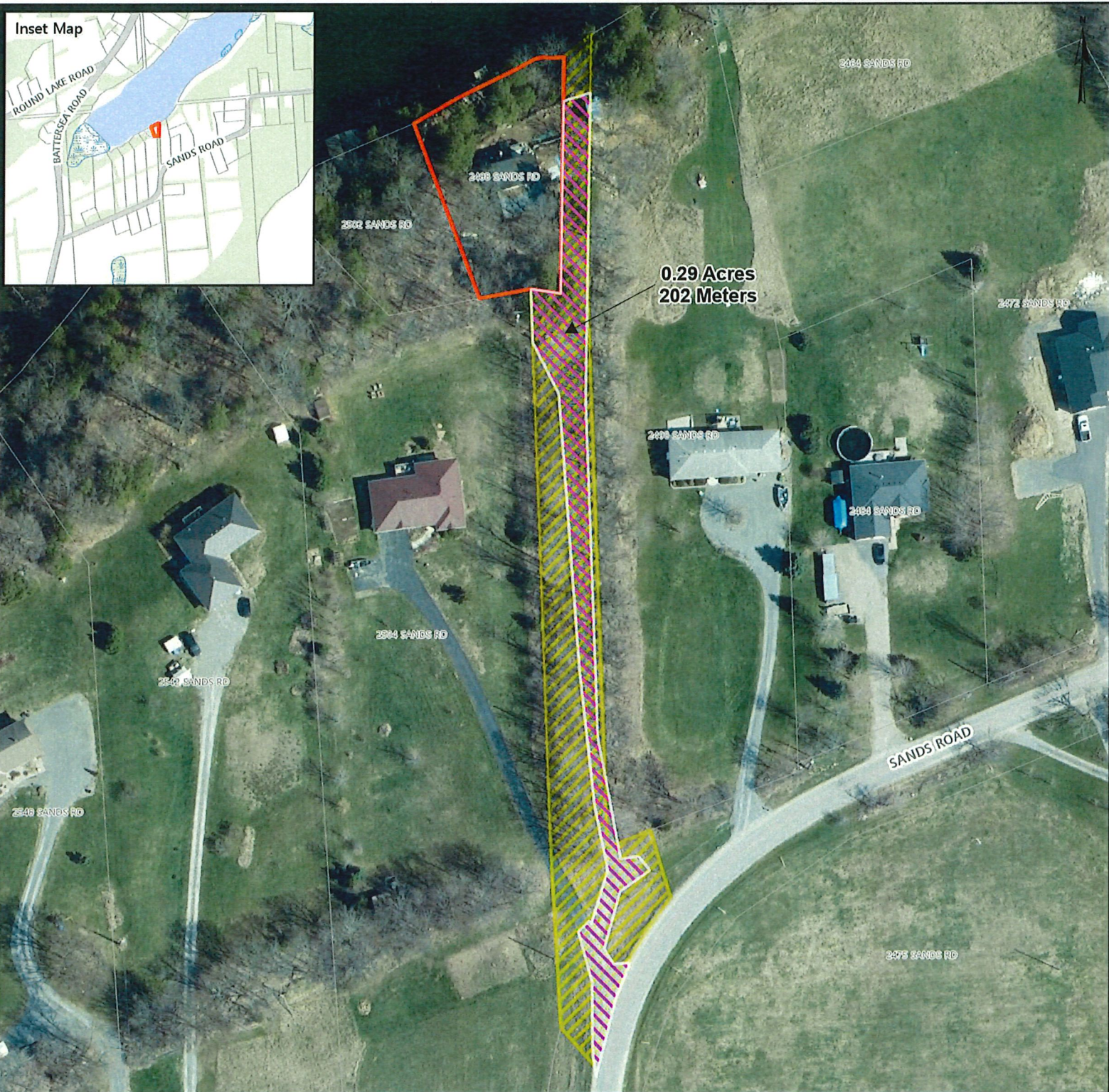
All of PIN: 362960584

Schedule "B"

Road Allowance Legal Description

Being a portion of the Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington Lying South of Cedar Lake & North of Road Allowance Between Concession 7 and Concession 8 Except Part 1 & 2 13R17838; South Frontenac.




Being a portion of PIN: 362960583



SOUTH FRONTENAC

PRIVATE LANEWAY 2498 SANDS ROAD

Legend

-  Laneway Area
-  Subject Lands
-  Unopened Road Allowance

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While the County makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.

Scale: 1:1,200



UTM Zone 18 NAD 83