

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1490-26

Being a by-law to amend Zoning By-Law No. 1025-11, as amended, to reduce the minimum setback of the interior side lot line of the East Side boundary from 2.0 metres (6.5 feet) to 0 metres (0 feet) for the property located at Lot 20, Plan H597, also known as 3524 Hamilton Drive, in Hilton Beach, Ontario to facilitate the existing detached accessory building.

WHEREAS the Corporation of the Township of Hilton has enacted By-Law No. 1025-11 to regulate the use of land and the erection, use, bulk, height and location of buildings and structures, and the provision and maintenance of loading and parking facilities, within the Township of Hilton;

WHEREAS a Notice of Application to amend said by-law was provided in accordance with the provisions of Section 34 of the Planning Act, and a Public Meeting was held on December 10, 2025, to receive comments and feedback on the proposed amendment;

AND WHEREAS the Council of the Corporation of The Township of Hilton has considered the request for an amendment to:

1. Section 4.1.2.1 (d) (Permitted locations for detached accessory buildings and structures) to reduce the minimum distance of 2.0 metres (6.5 ft) from the interior side lot line to 0 metres (0 ft) from the interior side lot line.

AND WHEREAS Council deems it desirous and expedient to amend said zoning by-law for this use;

NOW THEREFORE the Council of the Corporation of the Township of Hilton enacts as follows:

1. By-Law No. **1025-11**, as amended is hereby amended is hereby further amended by the addition of the following new subsection to Section 8 - Exceptions:

Notwithstanding the other provisions of this by-law, the provisions of this Section shall apply to those lands described as Lot 20, Plan H597, also known as 3524 Hamilton Drive, Township of Hilton and denoted by the number 8.28

All other provisions of this by- law, unless specifically modified or amended by this section, continue to apply to the lands subject to this section.

**8.28 Lot 20, Plan H597, also known as 3524 Hamilton Drive
Township of Hilton**

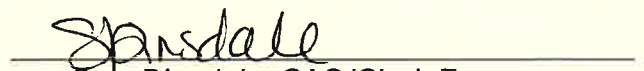
The following specific zone standards shall apply:

- 1) Minimum building setback on the East side boundary of the interior side lot line shall be 0 metres (0 feet).
- 2) A Minor Variance Agreement on the terms as required by the Municipality shall be entered into. Agreement shall be attached hereto as Schedule "B" and forms part of this by-law.
- 3) All other provisions of By-law No. 1025-11, unless specifically modified or amended by this Section, continue to apply to the lands subject to this amendment.
- 4) Schedule "A" attached hereto forms part of this by-law.

This By-law shall come into effect upon the date of the final passing thereof.

Read a first, second and third and final time and passed this 11th day of February 2026.


Dave Leask, Deputy Reeve

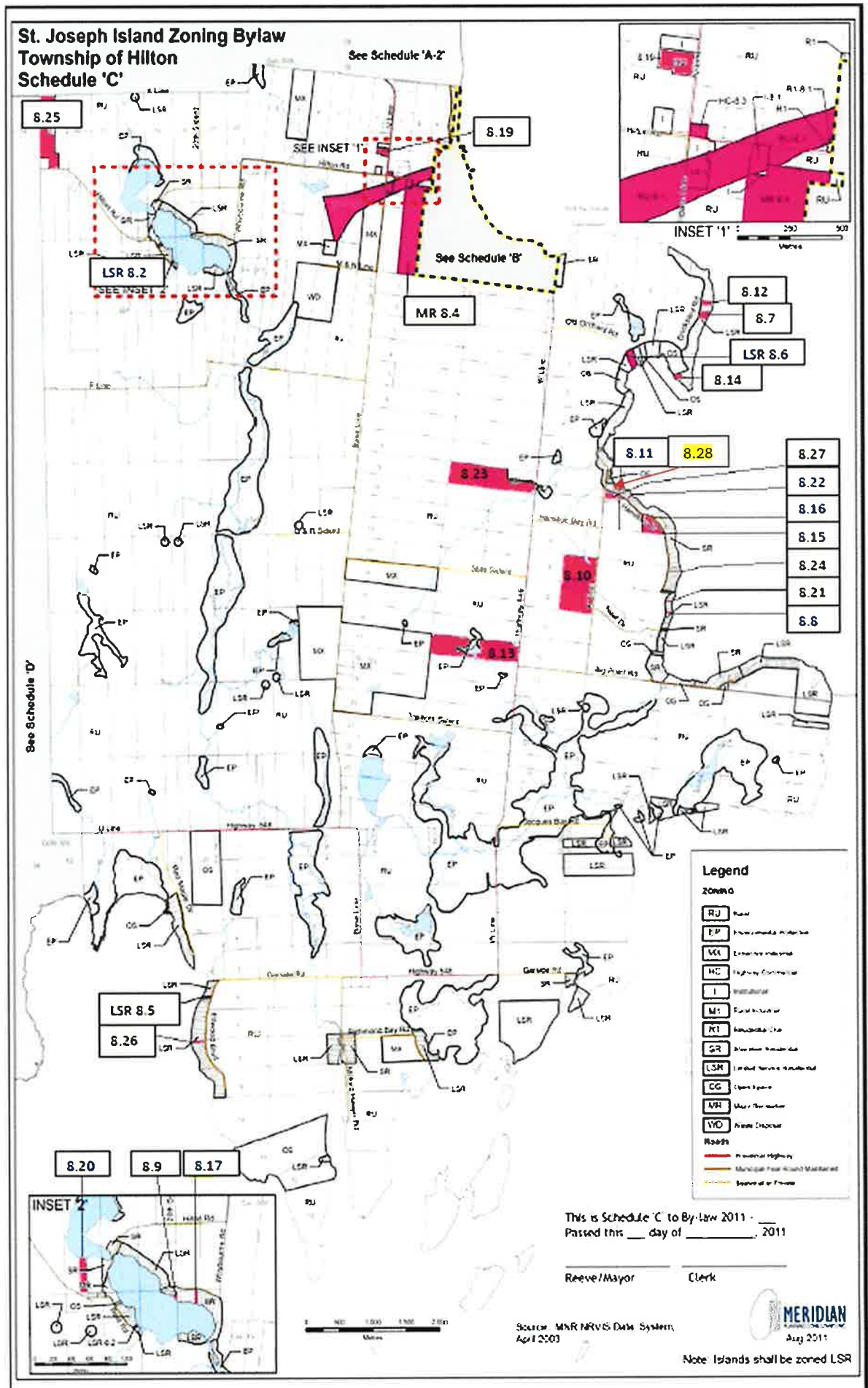

Sara Dinsdale, CAO/Clerk-Treasurer

THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule "A"
To By-Law No. 1490-26

Description of Lands to which By-Law 1490-26 applies is outlined in red on map below:

i) Exception "8.28" is shown highlighted in yellow on the map below:



Schedule "B"

Minor Variance Agreement

THIS AGREEMENT made this 3 day of February 2026, between Daniel James Hayes-Sheen (the "Owner") and the Corporation of The Township of Hilton (the "Municipality").

WHEREAS:

1. The Owner is the registered owner of those lands located in the Municipality more particularly described in Schedule "A" to this Agreement (the "Owner's Land");
2. The Municipality's Comprehensive General Zoning By-law Number 1025-11, s. 4.1.2.1 (d) (the "Zoning By-law") requires that detached accessory buildings and structures, shall be set back a minimum distance of 2.0 metres (6.5 feet) from the interior side lot line.
3. The Owner made an Application for a Zoning Change identified as Application Number ZBA-2025-10-08 to the Municipality to reduce the minimum required setback to 0.0 metres (0 feet), which Application was approved on January 14, 2025 as per Resolution # 2026-04 subject to certain conditions.
4. One of the conditions of the Municipality's approval is that, pursuant to subs. 45(9.1) of the *Planning Act*, R.S.O. 1990, c. P.13, the Owner enter into this Agreement with the Municipality for the purpose of regulating and controlling future development on the Owner's Land;

IN CONSIDERATION of the mutual covenants and agreements and subject to the terms and conditions contained in this Agreement, the parties agree each with the other as follows:

1. The parties acknowledge that the above recitals are true in fact and in law.
2. The Owner covenants that the Owner is the owner in fee simple of the Owner's Land and that the Owner's Land is a property with a detached accessory building (the "garage") that:
 - (a) has its foundation located within and not set back the required minimum interior side lot line setback requirement of 2.0 metres (6.5 feet) pursuant to the Zoning Bylaw; and
 - (b) has its exterior siding and roof eaves that encroach on the abutting lands to the east of the Owner's Lands, such abutting lands legally described as LT 21 PL H597; Hilton and being PIN No. 31461-0778 (the "abutting lands").
3. For the purpose of mitigating any future impacts on the abutting lands resulting from the location of the garage, the Owner covenants and agrees not to undertake any future developments or improvements to the garage and the Owner's Lands, except in accordance with the provisions of this Agreement.
4. The Parties hereby agree that:

(a) Despite the required minimum interior side lot line setback in s. 4.1.2.1(d) of the Zoning By-law, the minimum interior side lot line required setback for the garage shall be 0 metres (0 feet).

(b) The garage foundation and footprint shall not be altered, nor modified without the consent of the Municipality.

(c) Except for the garage, no other building or structure shall be constructed with this exception permitting a minimum interior side lot line setback of 0.0 metres (0 feet); provided that nothing in this Agreement shall prohibit those structures or buildings which are expressly permitted by the Municipality and the *Ontario Building Code* and any and all amendments thereto.

(d) The Owner agrees to immediately remove and in any case no later than May 31, 2026, any currently existing encroachment of the garage roof eaves and exterior siding on the abutting lands and conduct necessary repairs to remove the said encroachment of the garage roof eaves and exterior siding onto the abutting lands.

5. The Owner shall not alter, modify or demolish the garage without obtaining and complying with any and all municipal and *Ontario Building Code* requirements.

6. The garage will be and continues to remain at the risk of the Owner without any claim whatsoever by the Owner against the Municipality relating to any matter in this Agreement and the Owner agrees to indemnify and save harmless the Municipality against any claim, demand, action, suit, damages, costs, expenses and otherwise, now known or not known, present or in the future, including any third party claim and/or claim for contribution, with respect to any matter related to this Agreement.

7. This Agreement may be registered by the Municipality against title to the Owner's Land pursuant to subs. 45(9.2) of the *Planning Act*, and the Municipality is entitled to enforce this Agreement against the Owner and, subject to the *Registry Act* and the *Land Titles Act*, against any and all subsequent owners of the Owner's Land.

8. This Agreement may be discharged and deleted from title to the Owner's Lands, at the Owner's sole expense, upon prior written consent of the Municipality. 9. The Municipality shall have the right at any time and upon twenty-four (24) hours notice to the Owner, to enter onto the Owner's Land for the purpose of carrying out such inspections as the Municipality considers necessary to determine compliance with the terms of this Agreement.

10. Should the Owner be in default of any of the terms of this Agreement, the Municipality will give the Owner notice of the default including a brief description of the remedial action required and a date by which such remedial action shall be completed.

11. If the Owner, having been given notice of default, fails or refuses to complete the required remedial action within the time set out in the notice, the Municipality may at any time thereafter and without further notice to the Owner, purchase such materials, employ such

tools, machinery and workers, enter upon the Owner's Lands and undertake such work as in the opinion of the Municipality is required for the proper completion of the work or remediation of the Owner's Land. All costs incurred together with a management fee shall be a debt owing by the Owner to the Municipality. The Owner shall pay any account rendered by the Municipality for work done within Thirty (30) days from the date of the invoice. If the Owner fails to pay the account, interest will be charged on the amount outstanding at the then interest rate charged by the Municipality. Any payments received on accounts rendered to the Owner shall be applied first to any outstanding interest that may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

12. If the Municipality incurs any expense arising out of the implementation of this agreement or under paragraph 11 of this Agreement, the Municipality may add the costs to the tax roll for the Owner's Land and collect them in the same manner as municipal taxes or by action, pursuant to s. 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

13. The Owner shall pay all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement.

14. Any notice required to be provided by the Municipality to the Owner shall be sufficiently given if sent by prepaid first class mail to the most recent address for the Owner as set out on the assessment records of the Municipality.

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

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

**THE CORPORATION OF THE TOWNSHIP
OF HILTON**


Reeve Rodney Wood


CAO/Clerk-Treasurer Sara Dinsdale

-AND-

Owner Daniel James Hayes-Sheen


Witness


Witness

SCHEDULE "A"

THE OWNER'S LAND

The "Owner's Land" in this Agreement is municipally known as 3524 Hamilton Drive, Hilton Beach, ON, P0R 1G0 and legally described as LT 20 PL H597; Hilton being PIN No. 31461-0777.