

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW # 87-06

A By-Law to enter into an agreement with Nangor Beach Properties Limited, concerning road construction in Lot 9, Concession A CLF.

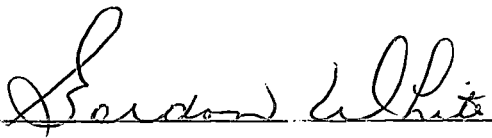
WHEREAS:

- 1) The Municipality has authority under Section 298 (1) of the Municipal Act for the establishment and laying out of high-ways.
- 2) The Corporation of the Township of Westmeath requires a portion of road to be constructed in order to approve of a severance under the Provisions of the Planning Act.

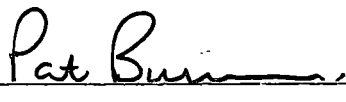
Now therefore the Municipal Council of the Corporation of the Township of Westmeath ENACTS as follows:

- 1 That the Corporation of the Township of Westmeath enters into an agreement, known as Schedule "A" attached to and forming part of this By-Law, with Nangor Beach Properties Limited regarding the construction of a portion of road in Lot 9, Concession A CLF. The said road will be accepted into the Township Road system after all conditions in the agreement have been met.
- 2 The Reeve and Clerk are hereby authorised to sign the agreement referred to in Section 1 on behalf of the Corporation.

Passed and ENACTED this 18th day of February, 1987.



Reeve



Clerk

T H I S A G R E E M E N T

made in duplicate this 10th. day of November, A.D., 1986

B E T W E E N:

NANGOR BEACH PROPERTIES LIMITED

hereinafter called "the Developer" of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

hereinafter called "the Township" of the SECOND PART

WHEREAS the Developer has applied for severance under the provisions of the Planning Act with respect to those portions of Lot 8, 9 Concession A, Coulonge Lake Front, in the Township of Westmeath, in the County of Renfrew, designated as Parts 1 and 2 on Reference Plan No. 49R-7901. PB.9.9

AND WHEREAS consent to such severance has been granted by the Land Division Committee of the County of Renfrew subject to the condition that the Developer enter into this agreement with the Township.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of \$2.00 now paid by each of the parties hereto by the other, the receipt of which is hereby acknowledged, the parties agree as follows:-

1. The Developer agrees that it will construct a road in accordance with Ministry of Transportation and Communications Cottage Road Standards as set out in Schedule "A" hereto, over the lands described in Schedule "B" hereto.
2. Construction of the said road shall be completed within three years from the date of the certificate issued by the Land Division Committee of the County of Renfrew with respect to the above-noted severance.
3. The said road construction shall be completed by the Developer in a good and workmanlike manner in accordance with good engineering practices.
4. The said road shall be constructed so as to terminate in a cul-de-sac at the northerly limit of the said Part 2, Plan 49R-7901. Such cul-de-sac shall conform to the standards set out in Schedule "A" hereto as applicable and shall have a minimum radius of 9 metres.
5. The said Part 2, Plan 49R-7901, shall be dedicated by the Developer as a public roadway either by conveyance to the municipality or by dedication pursuant to a registered plan of subdivision.

6. The Township shall not be responsible for maintaining the said road and drainage within the lands described in Schedule "B" hereto until such time as the road and drainage works are brought up to standards as aforesaid and has been accepted by the Township for maintenance purposes as hereinafter provided.

7. At such time that the said road and drainage works have been brought up to standards as aforesaid, have been approved in writing by the Ministry of Transportation and Communications, and a period of thirteen months has expired after obtaining such approval, the Township agrees to accept responsibility for maintaining the said road to a level of service equivalent to the level of maintenance provided by the Township with respect to Township Roads numbered 12 and 16 which provide access to the lands described in Schedule "B".

8. Until acceptance of the works by the Township as aforesaid, the Developer agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims and demands which may arise either directly or indirectly with respect to the construction of the said works or the use thereof.

9. As security for the due performance of the works provided for in this agreement, the Developer agrees to convey to the Township the lands described as ^{Part 1 on Reference Plan 49R7901.} ~~"firstly" in Schedule "B"~~. Provided that such lands shall be reconveyed to the Developer when the Developer has signed a subdivision agreement with the Township with respect to the said lands in terms satisfactory to the Township.

10. This agreement shall be registered by the Developer against the title to the lands described as ^{Part 1 on Reference Plan 49R7901} ~~"firstly" in Schedule "B"~~.

11. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals witnessed by their proper signing officers in that behalf

NANGOR BEACH PROPERTIES LIMITED

Per: [Signature]
President

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

Per: [Signature]
Reeve

[Signature]
Clerk

SCHEDULE "A"

MINISTRY OF TRANSPORTATION & COMMUNICATIONS
COTTAGE ROAD STANDARDS

<u>Terrain</u>	<u>Flat or Gently Rolling</u>
*Right-of-Way	20.0 m
Minimum Width of Clearing Surface	12.0 m
a) Width	5.5 m
b) Depth	100 mm
c) Type	Crushed gravel or stone
Shoulder width	1.0 m
Depth of Granular Base	As determined by consideration of sub-grade material
Ditches	Minimum depth from crown of road to bottom of ditch -0.5 m. All ditches to be carried to sufficient outlet.
Culverts	C.I.P. or concrete. Minimum 375 mm diameter, larger as required.
Alignment	Such that a motor grader can work effectively.

SCHEDULE "B"

FIRSTLY: - That portion of Lot 9, Concession A, Coulonge Lake Front, Township of Westmeath, County of Renfrew, designated as Part 2 on Reference Plan 49R-7901.

SECONDLY:- All that portion of Nangor Road registered Plan No. 532, Township of Westmeath, County of Renfrew, lying North of a line being the production southerly of the southerly limit of Part 2, Plan 49R-7901. X