

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW NO. 05-08-195

Being a By-Law to authorize the Reeve and CAO to execute a supplementary Subdivision Agreement with Adrian Vereyken & Sons Developments Limited

WHEREAS pursuant to Section 50 of the Planning Act, R.S.O. 1990, a Council may enter into subdivision agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it necessary to amend a Village of Beachburg subdivision agreement dated October 10, 2000;

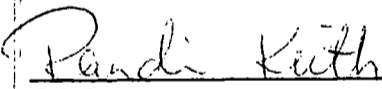
THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Head of Council and the CAO are hereby authorized to enter into an amended subdivision agreement with Adrian Vereyken & Sons Developments Limited known as Schedule "A".

READ a First, Second and finally passed on the Third Reading this 3 day of August 2005.



Reeve



Deputy CAO

1

This Supplementary Subdivision Agreement dated the 3 day of ^{August}, 2005

BETWEEN:

ADRIAN VEREYKEN & SONS DEVELOPMENTS LIMITED

Herein called the "Owner"
OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

Herein called the "Township"
OF THE SECOND PART

WHEREAS the lands affected by this supplementary subdivision agreement are those lands shown as Phases 2 to 5 as set out in Schedule "B" attached hereto.

AND WHEREAS Adrian Vereyken & Sons Developments Limited entered in a subdivision agreement dated the 10th day of October, 2000 with respect to the development of certain lands consisting of part of Lot 6, Concession 5, East of Muskrat Lake, formerly in the Township of Westmeath, now in the Township of Whitewater Region, County of Renfrew, and shown as plan deposited as Plan 49R-12507 (the Subdivision Lands).

AND WHEREAS the Subdivision Agreement was registered against title to the said subdivision lands as Instrument Number ~~R239337~~ on 2005.

AND WHEREAS the First Phase of the Subdivision has been registered as Lots 1 to 11 inclusive, Blocks 12 to 15 inclusive and Meadow Drive as shown on Registered Plan 49M-9.

AND WHEREAS the Owner and Township have agreed to revise the phasing, revise the road cross-section as well as add additional provisions to the subdivision agreement.

AND WHEREAS the Corporation of the Village of Beachburg is now part of The Corporation of the Township of Whitewater Region.

AND WHEREAS the following schedules hereto form part of this Supplementary Subdivision Agreement:

Schedule "A" Plan of Subdivision
Schedule "B" Phasing of Development

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the parties to the other (the receipt of which is hereby acknowledged) the parties hereby covenant, promise and agree with each other as follows:

1. The Parties hereto agree that Clause 6 (b) of the original Subdivision Agreement, dealing with the driveway culverts shall be deleted in its entirety.
2. Clause 6 (d) of the original Subdivision Agreement shall be amended by deleting the words "Ministry of Environment and Energy" and replacing them with "Township".
3. It is agreed and understood that Clause 11 (c) of the original Subdivision Agreement is hereby amended by adding the words "be conveyed to lots 33, 34, 35 and that an equal interest in Block 62" after the words Block 61 as follows:

"The Owner agrees with the Village that an equal interest in Block 60 be conveyed to the purchasers of Lots 30, 31 and 32 and that an equal interest in Block 61 be conveyed to lots 33, 34, 35 and that an equal interest in Block 62 be conveyed to the purchasers of Lots 37, 38, 39 and 40 and that an equal interest in Block 63 be conveyed to the purchasers of Lots 49, 50 and 51."

4. The Parties hereto agree to add an additional clause in the Special Provisions section, being Clause 12 (iv) as follows:

"The Owner shall construct a water sampling station, which can be installed within a drywell used for surface drainage, at the end of the watermain to be constructed in the permanent cul-de-sac in Phase 2. This sampling station will be available for the Township to use in order to ensure the water meets the current MOE guidelines."

5. The Parties hereto agree to add an additional clause in the Financial Requirements section, being Clause 13 (c) as follows:

"The Owner shall provide the Township with a bond and/or banking letter of credit in the amount of \$3,500 for security for the Owner's wish to landscape the island within the permanent cul-de-sac in Phase 2 of the subdivision. This security can be used by the Township to pave the area in the future should the Owner fail to maintain the landscaped area to the Township's satisfaction."

6. The Parties hereto agree that the Phasing shall be modified as outlined in Clause 14. Clauses 14 (ii to iv) are deleted in their entirety and replaced with the following:

- ii. It is proposed that Phase II may include construction of Mapleview Court and municipal services for the development of lots 47 to 53 and Meadow Drive and municipal services for the development of lots 7 to 9, 40 and 41.
- iii. It is proposed that Phase III may include construction of Meadow Drive and municipal services for development of Lots 10 to 18 and 36 to 39.
- iv. It is proposed that Phase IV may include the construction of the Street and municipal services for development of Lots 19 to 23 and 33 to 35. The dedication of the property for parkland purposes will be completed as part of the registration of these lots. A geotechnical investigation is to be conducted prior to the final approval of Phase IV.
- v. It is proposed that Phase V may include the construction of the Street and municipal services for development of Lots 24 to 32. The watermain shall also be extended to the existing watermain on Jamieson Crescent with this Phase.

- 7. It is agreed that Clause 6 of Schedule "C" of the original Subdivision Agreement shall be amended with the addition of the work "if required" after the word culverts in the first sentence as per the following:

"Driveway culverts, if required, are to be the responsibly of the subdivider. All culverts to be a minimum of 450 mm in diameter."

- 8. It is agreed that Schedule "D" of the original Subdivision Agreement shall be amended by adding the words "or native material if found to conform to the specifications for Granular B material" after the words 300 mm granular B. Furthermore, the description for "Ditches" shall be deleted and replaced with "Shallow ditches with a depth of 0.15 to 0.30m to be constructed and shall outlet to 760 mm diam. drywells."
- 9. It is agreed that Schedule "E" of the original Subdivision Agreement shall be amended as per the following:

"A copy of the Plan for each respective Phase of the development will be available at the Municipal Office."

- 10. It is agreed that Schedule "F" of the original Subdivision Agreement shall be deleted and be replaced with Schedule "B" attached to this agreement.
- 11. All other clauses and provisions and schedules shall be as per the original Subdivision Agreement registered as Instrument Number _____ in the Registry Office of the County of Renfrew.
- 12. The Owner shall pay to the Township the costs of any document review and advice to the Township with respect to preparation of this Supplementary Subdivision Agreement and Registry Office attendances and disbursements by the Township Solicitor related to registration of this Supplementary Subdivision Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto set his hand and seal the day and year first above written and the Party of the Second Part has hereunto affixed its corporate seal attested by the signatures of its proper officers duly authorized in that behalf.

ADRIAN VEREYKEN & SONS DEVELOPMENTS LIMITED

)
)Per: _____
) John Vereyken, President

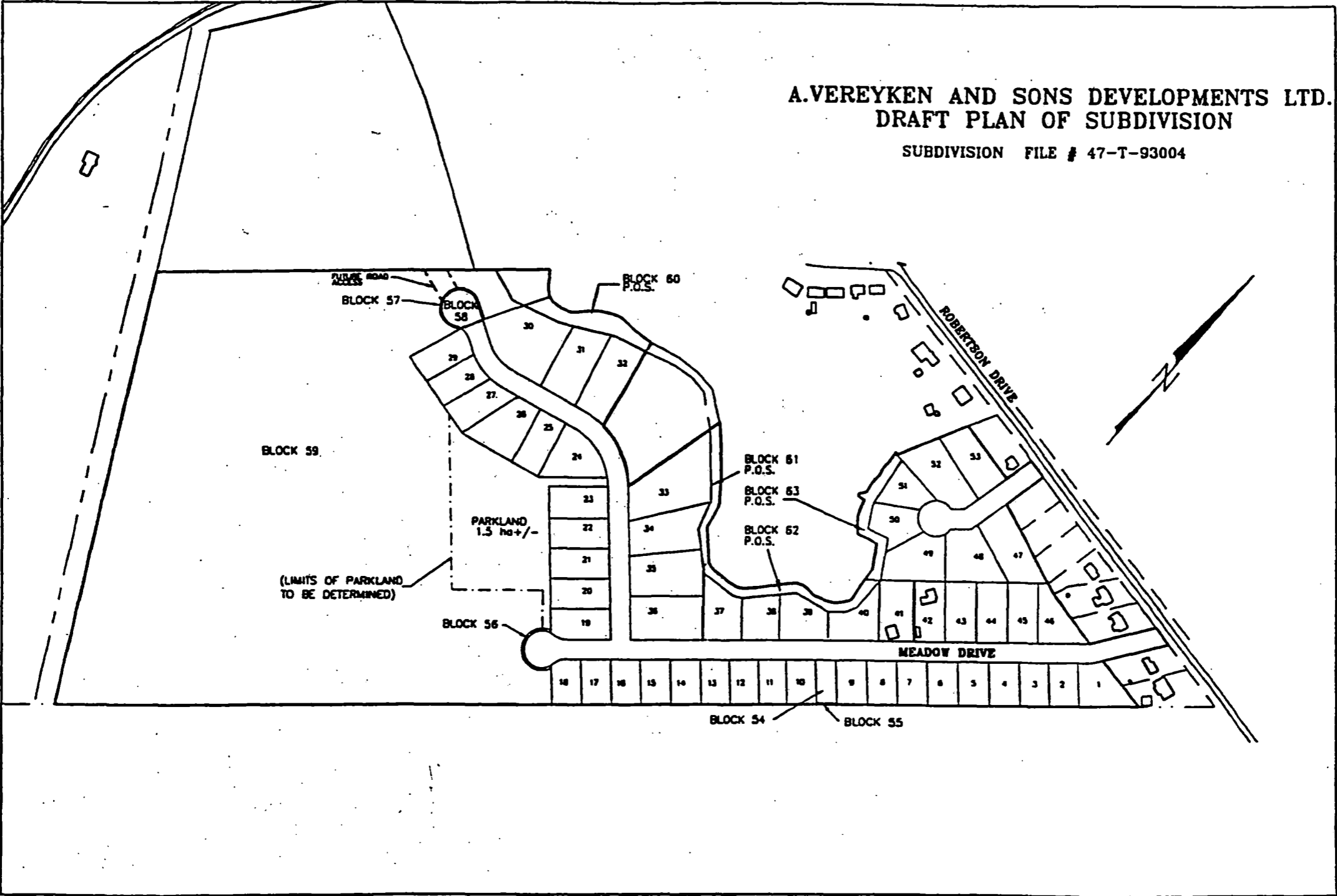
THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

)
)Per: Donald Rathwell
) Donald Rathwell, Reeve

)
)Per: Randi Keith
) RANDI KEITH, Dean Sauriol, CAO/Clerk Deputy

A.VEREYKEN AND SONS DEVELOPMENTS LTD.
DRAFT PLAN OF SUBDIVISION

SUBDIVISION FILE # 47-T-93004



SCHEDULE "A"
PLAN OF SUBDIVISION

SCHEDULE "B" PHASING OF DEVELOPMENT

- PHASE I Lots 1 to 6 and 42 to 46 all inclusive
- PHASE II Lots 7 to 9, 40, 41, 47 to 53 and Block 63 all inclusive
- PHASE III Lots 10 to 18, 36 to 39 and Blocks 54 to 56, 62 all inclusive
- PHASE IV Lots 19 to 23 and 33 to 35 and Blocks 61 all inclusive
- PHASE V Lots 24 to 32 and Blocks 57 to 60, all inclusive

