

**THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 06-07-245

A By-Law authorizing the Township to enter into a Development Agreement with Mr. Brian Cooney

WHEREAS Brian Cooney is the owner of PT LT 14 CON 1 EAST OF MUSKRAT LAKE, WESTMEATH, PTS 2, 3, 4, & 5 49R14332; TOWNSHIP OF WHITEWATER REGION.

AND WHEREAS Brian Cooney has applied to the County of Renfrew for consent approval(s) of residential lot(s) File Number(s) B168/05(1), B169/05(2), B170/05(3), B171/05(4), B172/05(5) & B173/05(6) and such approval(s) dated the 27th day of January 2006 have been granted subject to the execution and registration of a Development Agreement between the Owner and the Township be on title;

AND WHEREAS Section 53(12) of the Planning Act, R.S.O. 1990, c.P.13, affords council the same powers with respect to a consent as the approval authority has with respect to an approval of a plan of subdivision under Section 51 (25) of the Planning Act;

AND WHEREAS Section 51(26) of the Planning Act provides for the Municipality to enter into an Agreement as a condition of the approval of subdivision of a lot which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

AND WHEREAS Brian Cooney has asked the Council of the Corporation of the Township of Whitewater Region to enter into a Development Agreement;

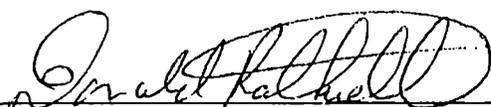
NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region hereby ENACTS AS FOLLOWS:

1. **THAT** The Corporation of the Township of Whitewater Region enter into a Development Agreement with Mr. Brian Cooney, which agreement is attached and marked as Schedule "A" to this By-law.
2. **THAT** the Council of the Township of Whitewater Region hereby authorize the execution of the Development Agreement.
3. **THAT** the Mayor and CAO/Clerk be authorized to execute the said Development Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.

THIS BYLAW shall come into effect upon the passing thereof and subsequent registration at the Land Registry Office for the Registry Division for the County of Renfrew.

This By-law given FIRST and SECOND reading this 5th day of July, 2006

This By-law read a THIRD time and finally passed this 5th day of July, 2006


REEVE


CAO/CLERK

THIS AGREEMENT made in duplicate this day of , 2006
BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

(Hereinafter referred to as the "Municipality" of the First Part)

and

BRIAN COONEY

(Hereinafter referred to as the "Owner" of the Second Part)

WHEREAS the lands to which this agreement applies are described as PT LT 14 CON 1 EAST MUSKRAT LAKE PTS 2, 3, 4, & 5 49R14332; PART 1 49R10918; and PARTS 1; 5; 6; 13, 27 & 16; 14, 25 & 26; 15, 23 & 24; 20; 21; 22; of Reference Plan 49R16052; TOGETHER WITH A RIGHT-OF-WAY OVER PARTS 1, 2, 3, 4, 5 & 6 49R16052; SUBJECT TO A RIGHT-OF-WAY OVER PARTS 1, 5 & 6 49R16052; WESTMEATH; TOWNSHIP OF WHITEWATER REGION

AND WHEREAS the Owner has applied to the County of Renfrew for consent approval(s) of residential lot(s) **File Number(s) B168/05(1), B169/05(2), B170/05(3), B171/05(4), B172/05(5) & B173/05(6)** and such approval(s) dated the 27th day of January 2006 has been granted subject to the execution and registration of this agreement on title;

AND WHEREAS Section 53(12) of the Planning Act, R.S.O. 1990, c.P.13, affords council the same powers with respect to a consent as the approval authority has with respect to an approval of a plan of subdivision under Section 51 (25) of the Planning Act;

AND WHEREAS Section 14.3(19) of the County of Renfrew Official Plan considers development on a private road to be acceptable subject to a number of criteria, including the execution of an agreement regarding the responsibility of the lot owner for maintenance of the aforesaid private road;

AND WHEREAS Section 51(26) of the Planning Act provides for the Municipality to enter into an Agreement as a condition of the approval of subdivision of a lot which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration, the parties hereto covenant and agree with the other as follows:

1. Definition: PRIVATE ROAD means a route over private property that is a registered and/or legal right-of-way which affords access to abutting lots and is not maintained or accepted as a public highway by a public body.
2. The Owner of PT LT 14 CON 1 EAST MUSKRAT LAKE PTS 2, 3, 4, & 5 49R14332; PART 1 49R10918; and PARTS 1; 5; 6; 13, 27 & 16; 14, 25 & 26; 15, 23 & 24; 20; 21; 22; of Reference Plan 49R16052 hereby agrees that the subject Lot(s) are served by a private road being Parts 1, 2, 3, 4, 5, 6 & 7 Plan 49R16052 which road is not maintained by the Municipality and for which the Municipality has no responsibility for maintenance or services. It is further understood that the Municipality does not plan to provide any road maintenance or services.

3. The Owner acknowledges that he is aware that because the subject land is accessed only by a private road which will not be provided with normal municipal services, that he has purchased the land on the understanding that municipal services will not be provided in the future.
4. The Owner further acknowledges and agrees that prior to the issuance of a building permit or septic permit, all requirements of the Municipality are to be met.
5. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns and may be used by the Municipality for the purposes of denying the provision of municipal services in the future if such services are demanded and are requested by the Owner or subsequent owners of the subject land(s).
6. The Owner agrees that this Agreement will be binding on subsequent purchasers and further agrees to register the said Agreement on the title of the subject land(s) and further agrees to notify any subsequent purchaser of the existence of said Agreement.
7. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or the masculine is used, it shall be construed as if the plural or the feminine or the neuter as the case may be, has been used, where the context or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary has been made.

Dated at Cobden, Ontario this 5th day of July, 2006

The Corporation of the Township of
Whitewater Region

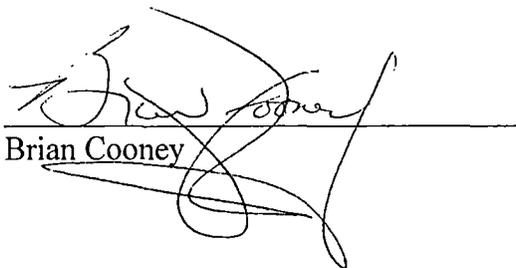
cto


Per:

Name: Donald Rathwell

Title: Reeve

Dated at Renfrew, Ontario this 16th day of June, 2006


Brian Cooney