

**THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 08-06-345

A By-Law authorizing the Township to enter into a Development Agreement with Douglas J. Lapointe and Catherine Timm

WHEREAS Douglas J. Lapointe and Catherine Timm is the owner of PT LT 11 CON B, Coulonge Lake Front, WESTMEATH, TOWNSHIP OF WHITEWATER REGION;

AND WHEREAS Douglas J. Lapointe and Catherine Timm has applied to the County of Renfrew for consent approval(s) of residential lot(s) File Number(s) B150/07(1) & B151/07(2), and such approval(s) dated the 2nd day of January, 2008 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 Douglas J. Lapointe and Catherine Timm 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:

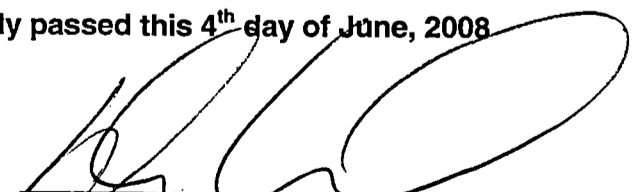
1. **THAT** The Corporation of the Township of Whitewater Region enter into a Development Agreement with Douglas J. Lapointe and Catherine Timm, which agreement is attached and marked as Schedule "A" to this By-law.
2. **THAT** the Council of the Township of Whitewater Region hereby authorize the execution 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 4th day of June, 2008

This By-law read a THIRD time and finally passed this 4th day of June, 2008


MAYOR


CAO/CLERK

copy

Schedule "A"

Development Agreement

Between:

The corporation of the Township of Whitewater Region

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

And

Douglas Lapointe and Catherine Timm

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

WHEREAS Section 51(26) of the Ontario Planning Act provides for the Municipality to enter into an Agreement as a condition of the approval of the 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 consent has been granted pursuant to Section 53 of the Planning Act the Land Division Committee of the County of Renfrew which decision dated the 3 day of January 2008 provides for the registration of a Development Agreement with the Municipality as a condition of the granting of severance and which Agreement will be binding on all subsequent purchasers of the land.


AND THEREFORE in consideration the approval of the grant of subdivision by the Municipality and the terms and conditions hereinafter set out the Parties hereto agree as follows:

1. The Owner of Part pin# 571980072(LT) of Reference Plan 49R-16659 hereby agrees that the subject Lot is served by a private road 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.

2. 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.
3. The Owner further acknowledges and agrees that the Municipality is not obliged to provide a building permit with respect to the subject lot notwithstanding the fact that it has consented to granting a severance.
4. The Owner will have a well drilled on one of the lots and samples assessed by a qualified hydrogeologist to ensure that an adequate quantity of potable water exists.
5. The Owner and prospective purchasers and/or tenants be warned "...any future slope erosion protection/slope stability measures and the construction of stairways as a means of access to the Ottawa River will require recommendations from a qualified geotechnical engineer based on site specific information obtained by site reconnaissance. Also, a work permit from the Ministry of Natural Resources will be required for any erosion control, slope stability or stairway construction works affecting the shoreline of the Ottawa River."
6. The Owner agrees that the roof drainage and any other site works on the property are directed away from the steep slope.
7. The Owner agrees that erosion control measures recommended in the Kollard Report dated August 1, 2007 be implemented.
8. The Owner acknowledges and agrees that the Agreement will be binding on subsequent purchasers and may be used by the Municipality for the purpose of denying the provision of municipal services in the future if such services are demanded and are requested by the Owner or subsequent owners or the subject land.
9. The Owner agrees that the Agreement will be binding on subsequent purchasers and further agrees to register the said Agreement on the

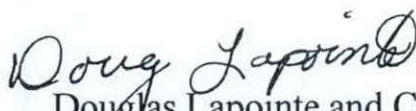

title of the subject land and further agrees to notify any subsequent purchaser of the existence of said Agreement.

Dated at Cobden, ON this *4th* day of *June*, 2008
The Corporation of the Township of Whitewater Region

Per: 
Name: Donald Rathwell
Title: Mayor

Per: 
Name: Dean Sauriol
Title: Chief Administrative Officer

Dated at Cobden, ON this day of , 2008

Per:  
Name: Douglas Lapointe and Catherine Timm
Title: Owners