

**THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 09-05-382

A By-Law authorizing the Township to enter into a Development Agreement with Delbert A. O'Brien

WHEREAS Delbert O'Brien is the owner of PT LT 23 CON 6, East of Muskrat Lake WESTMEATH, TOWNSHIP OF WHITEWATER REGION;

AND WHEREAS Delbert O'Brien has applied to the County of Renfrew for consent approval(s) of residential lot File Number(s) B126/08, and such approval(s) dated the 25th day of November, 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 Delbert O'Brien 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 Delbert O'Brien, 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 6th day of May, 2009

This By-law read a THIRD time and finally passed this 6th day of May, 2009


MAYOR


for CAO/CLERK

DEVELOPMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

“Hereinafter referred to as the Municipality of the First Part”

- AN D-

Delbert A. O’Brien

“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 25th day of November 2008 which Decision provides for the registration of a Development Agreement with the Municipality with respect to the access road as a condition of the granting of severance

AND WHEREAS the Owner is the owner of Part Lot 23, Concession 6, East of Muskrat Lake, Geographic Township of Westmeath, Now in the Township of Whitewater Region.


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:

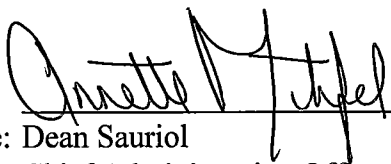
1. The Owner of Part 1 of Reference Plan 49R- 16517 hereby agrees that the subject Lot is served by a private road described as Part 2 on Plan 49R-16517 and Part 2 on Plan 49R-16946 which road is not maintained by the Municipality and for which the Municipality has no responsibility for maintenance or 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 agrees to construct the access road to a standard as required by and approved by the Road Superintendent for the Whitewater Region and further agrees to maintain the same for emergency vehicles, etc. to a standard required by the Municipality.

4. 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.
5. The Owner acknowledges and agrees that this Agreement will be binding on subsequent purchasers 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.
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 and further agrees to notify any subsequent purchaser of the existence of said Agreement.

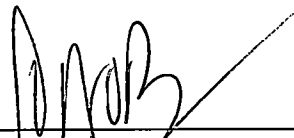
Dated at Cobden, Ontario this ^{6th} day of ^{May} ~~April~~, 2009.

The Corporation of the Township of Whitewater Region

Per: 
Name: Donald Rathwell
Title: Reeve

for
Per: 
Name: Dean Sauriol
Title: Chief Administrative Officer

Dated at Pembroke, Ontario this 31st day of March, 2009..


Delbert A. O'Brien