

**THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 11-01-468

A By-Law authorizing the Township to enter into a Development Agreement with John Levesque

WHEREAS John Levesque is the owner of PT LT 15 CON A, East of Muskrat Lake WESTMEATH, TOWNSHIP OF WHITEWATER REGION;

AND WHEREAS John Levesque has applied to the County of Renfrew for consent approval(s) of residential lot File Number B43/10, and such approval(s) dated the 22nd day of July, 2010 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 John Levesque 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 John Levesque, 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 19th day of January, 2011

This By-law read a **THIRD** time and finally passed this 19th day of January, 2011



MAYOR



CAO/CLERK

THIS AGREEMENT made in duplicate this day of , 2011
BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

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

and

JOHN WILLIAM LEVESQUE

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

WHEREAS the lands to which this agreement applies are described as PT LT 15 CON A EAST OF MUSKRAT LAKE WESTMEATH, PT 9, 49R16052 ; T/W PTS 1, 2, 3, 4, 5, 6 & 7, 49R16052 ; TWP OF WHITEWATER REGION

AND WHEREAS the Owner has applied to the County of Renfrew for consent approval(s) for a right-of-way easement over the aforementioned lands **File Number(s) B43/10** and such approval(s) dated the 22nd day of July, 2010 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;

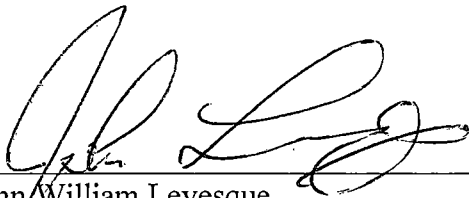
AND WHEREAS Section 51(26) of the Planning Act provides for the Municipality to enter into an Agreement as a condition of the approval of subdivision of a lot which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

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 15 CON A EAST OF MUSKRAT LAKE WESTMEATH, PT 9, 49R16052; T/W PTS 1, 2, 3, 4, 5, 6 & 7, 49R16052 ; TWP OF WHITEWATER REGION agree that the subject Lot is served by a private road being Part 1Plan 49R17458 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 this private road will not be provided with normal municipal services, that they have purchased the land on the understanding that municipal services will not be provided in the future.
4. 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 Owners or subsequent owners of the subject land(s).
5. The Owners agree that this Agreement will be binding on subsequent purchasers and further agree 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.
6. 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 of 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.

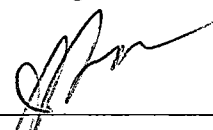

Dated at Renfrew, Ontario this *6th* day of *JANUARY*, 2011



John William Levesque

Dated at Cobden, Ontario this *14th* day of *January*, 2011

The Corporation of the Township of
Whitewater Region

Per: *James Labow*
Name: James Labow
Title: Mayor
Dean Sumner
CAC