

THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION

BY-LAW NUMBER 12-10-568

**A By-Law authorizing the Township to enter into a Road Agreement
with Adrian Vereyken & Sons Developments Limited**

WHEREAS Adrian Vereyken & Sons Developments Limited has registered a Plan of Subdivision in the Township of Whitewater Region, which plan has been registered as Plan 49M74;

AND WHEREAS the Municipality has consented to the registration of the Plan of Subdivision subject to the entering into and registration of a Road Agreement with Adrian Vereyken & Sons Developments Limited with respect to that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 being part of PIN 57206-0563(LT);

AND WHEREAS Adrian Vereyken & Sons Developments Limited owns Lot 8, Plan 49M74 being all of PIN 57206-0611, which adjoins that portion of Lakeridge Trail affected by this Agreement;

AND WHEREAS the Municipal Act, S.O. 2001,c.25,s.23 provides for the Township of Whitewater Region to enter into an Agreement with any person to construct, maintain and operate a private road or a private water or sewage works, including fire hydrants, which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

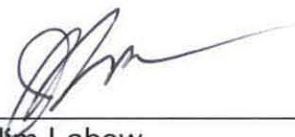
NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region hereby ENACTS AS FOLLOWS:

1. **THAT** The Corporation of the Township of Whitewater Region enter into a Road Agreement with Adrian Vereyken & Sons Developments Limited, which the 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 Road Agreement.
3. **THAT** the Mayor and CAO/Clerk be authorized to execute the said Road 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 17th day of October, 2012

This By-law read a THIRD time and finally passed this 17th day of October, 2012



Mayor, Jim Labow



Annette Mantifel, Interim CAO/Clerk

This Supplementary Subdivision Agreement dated the 17th day of October, 2012

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 4 and 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 RE39337 on 28th day of July 2005.

AND WHEREAS Adrian Vereyken & Sons Developments Limited entered into a Supplementary Subdivision Agreement dated the 3rd day of August, 2005 with respect to the development of the same lands for the purpose of revising the phasing, modifying the road cross section as well as other provisions in the subdivision agreement.

AND WHEREAS Adrian Vereyken & Sons Developments Limited entered into a further Supplementary Subdivision Agreement dated the 9th day of July, 2008 with respect to the development of the same lands for the purpose of revising the phasing as well as other provisions in the subdivision agreement.

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 49M9.

AND WHEREAS the Second Phase of the Subdivision has been registered as Lots 1 to 12 inclusive, Blocks 13 to 14 inclusive and Mapleview Court as shown on Registered Plan 49M30.

AND WHEREAS the Third Phase of the Subdivision has been registered as Lots 1 to 16 inclusive, Blocks 17, 18 and 19, Meadow Drive, Lakeridge Trail and Fern Gully Lane as shown on Registered Plan 49M49.

AND WHEREAS the Owner and Township have agreed to revise the phasing as well as add additional provisions to the subdivision agreement.

AND WHEREAS the County of Renfrew has Changed the Conditions of Draft Plan Approval based on the letter dated May 7, 2008.

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 the Subdivision Phasing shall be modified as noted on Schedule "B". The Phasing was originally noted in Clause 14 of the Subdivision Agreement and was modified as noted in Clause 6 of the Supplementary Agreement dated the 3rd day of August, 2005 and further modified in Clause 2 of the Supplementary Agreement dated the 9th day of July, 2008. The Phasing shall now be as follows:
 - i. It is proposed that Phase IV will include the development of Lots 10 to 22, inclusive, and Block 54.
 - ii. It is proposed that Phase V will include the development of Lots 34 to 39, inclusive, and Blocks 59, 61, 62 and 64.
2. It is agreed that Schedule "F" of the original Subdivision Agreement and Schedule "B" of the Supplementary Agreement dated the 3rd day of August, 2005 and Schedule "B" of the Supplementary Agreement dated the 9th day of July, 2008 shall be deleted and be replaced with Schedule "B" attached to this agreement.
3. It is agreed that the geotechnical investigation referred to in Clause 6 (iv) of the Supplementary Agreement dated the 5th day of August, 2005 has been completed and is not a requirement for final approval of this proposed Phase IV.
4. It is agreed that no building permits will be allowed for the lots or blocks on Phase V until such time as the lots and blocks on that phase have been registered.
5. It is agreed that there is a six (6) metre drainage swale along the rear of Lots 10, 11, 12 and 13 as shown on Schedule "A". The owners of each of these lots shall maintain the swale in order that it can convey water. The owners of each of these lots shall not block, interrupt or hinder the flow of water within the swale.
6. All other clauses and provisions and schedules shall be as per the original Subdivision Agreement registered as Instrument Number RE39337, the Supplementary Subdivision Agreement registered as Instrument Number RE41778 and the Supplementary Agreement registered as RE90465 in the Registry Office of the County of Renfrew.
7. 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
) John Vereyken, President

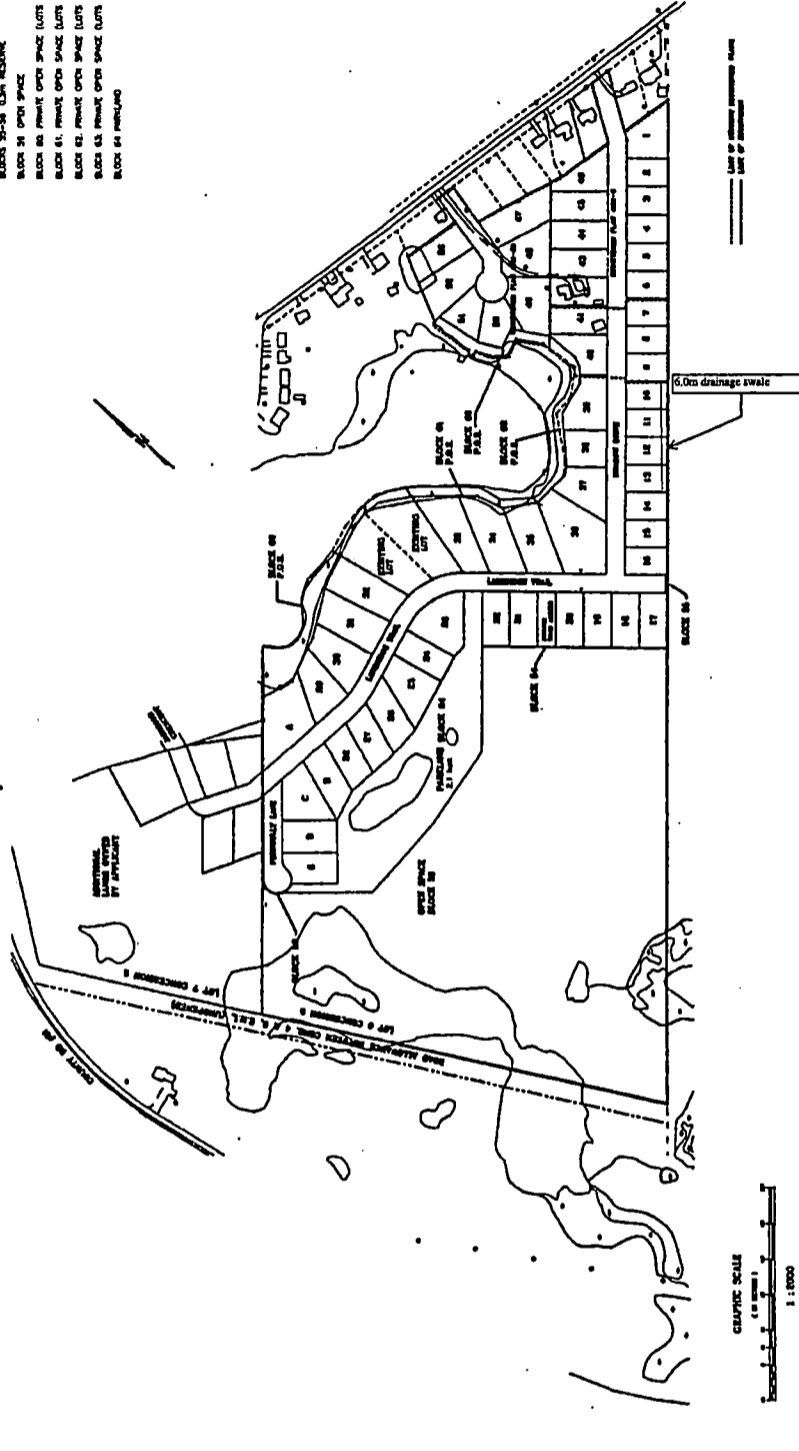
THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

)
)Per: James Labow
) James Labow, Mayor

)
)Per: Annette Mantifel
) Annette Mantifel, Deputy CAO/Clerk

SCHEDULE "A"
PLAN OF SUBDIVISION - SUBDIVIDED LANDS
AND LANDS TO BE SUBDIVIDED LANDS
(49M-9, 49M-30 AND 49M-49 NOT INCLUDED OTHER THAN
BLOCK 14, PLAN 49M-30)

- LOT 1-13, SECULE SINGLE DETACHED
- BLOCK 24 FUTURE ROAD ACCESS
- BLOCKS 25-38 0.3m RESIDING
- BLOCK 39 OPEN SPACE
- BLOCK 40 PRIVATE OPEN SPACE LOTS
- BLOCK 41 PRIVATE OPEN SPACE LOTS
- BLOCK 42 PRIVATE OPEN SPACE LOTS
- BLOCK 43 PRIVATE OPEN SPACE LOTS
- BLOCK 44 HIGHLIGHT



AYEREYKEN AND SONS LTD.
 DRAFT PLAN OF SUBDIVISION
 REVISION APRIL 2008

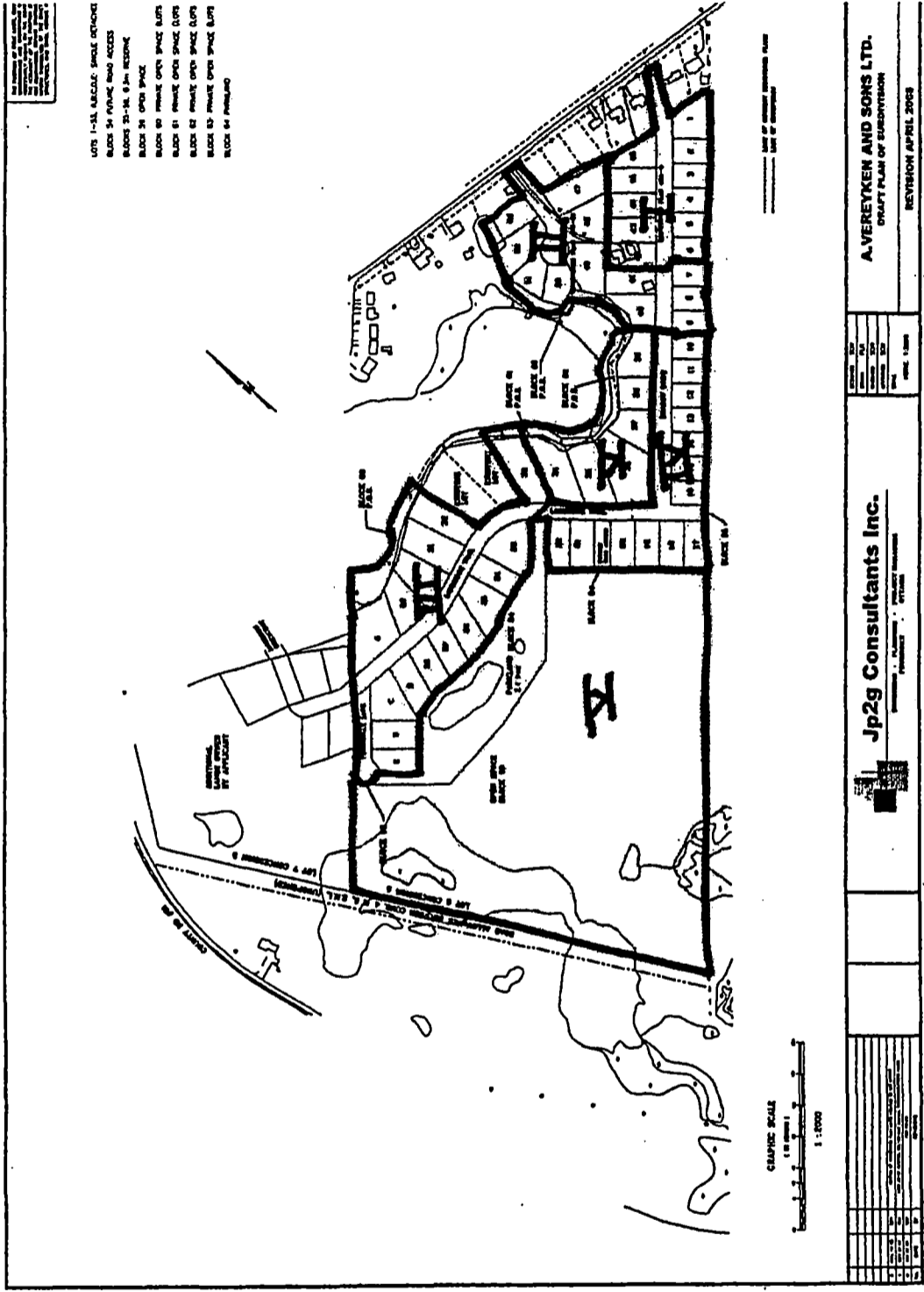
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Jp2g Consultants Inc.
 ENGINEERS • PLANNERS • DESIGNERS

NO.	DATE	DESCRIPTION
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**SCHEDULE "B"
PHASING OF DEVELOPMENT**

- PHASE I** Lots 1 to 6 and 42 to 46 all inclusive, previously registered as 49M-9
- PHASE II** Lots 7 to 9, 40, 41, 47 to 53 and Block 63 all inclusive, previously registered as 49M-30
- PHASE III** Lots A to E, 23 to 33 and Blocks 55, 56, 57, 58 and 60 all inclusive, previously registered as 49M-49
- PHASE IV** Lots 10 to 22 and Block 54 all inclusive
- PHASE V** Lots 34 to 39 and Blocks 59, 61, 62 and 64 all inclusive



ROAD AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

"Hereinafter referred to as "the Municipality"

- AND-

ADRIAN VEREYKEN & SONS DEVELOPMENTS LIMITED

"Hereinafter referred to as "the Owner"

WHEREAS the Municipal Act, S.O. 2001, c.25, s. 23 provides for the Municipality to enter into an Agreement with any person to construct, maintain and operate a private road or a private water or sewage works, including fire hydrants, which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

AND WHEREAS the Owner has registered a Plan of Subdivision in the Township of Whitewater Region, which plan has been registered as Plan 49M74;

AND WHEREAS the Municipality has consented to the registration of the Plan of Subdivision subject to the entering into and registration of a Road Agreement with the Owner with respect to that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 being part of PIN 57206-0563(LT);

AND WHEREAS the Owner owns Lot 8, Plan 49M74 being all of PIN 57206-0611, which adjoins that portion of Lakeridge Trail affected by this Agreement;

IN CONSIDERATION of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties) the parties agree as follows:

1. The Owner shall construct that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT) to a standard as required by and approved by the Public Works Manager for the Municipality and further shall maintain the same for emergency vehicles, etc. to a standard required by the Municipality.
2. The Owner shall use that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT) as access to Lot 8, Plan 49M74.
3. The parties acknowledge that the portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563 (LT) will not be cleared of snow by the Municipality at any time.
4. The Owner of Lot 8, Plan 49M74 shall be responsible for the clearing of snow to maintain the road standard for emergency vehicles on that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563 (LT).
5. The Municipality shall maintain that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT) save and except the clearing of snow.

6. The Owner shall pay to the Municipality the sum of Five thousand dollars (\$5,000.00) at the time of execution of this agreement. The money shall be held in trust and used to pay any damages as a result of snow clearing to that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT).

7. The parties acknowledge that the Municipality shall have the right, at any time, to extend the portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT), if development continues in the future. If such extension occurs, the Municipality shall assume the responsibility of snow clearing on that portion of Lakeridge Trail lying south east of Meadow Drive as shown on Plan 49M49 and being part of PIN 57206-0563(LT) and the Municipality will return to the Owner all of the unused money pursuant to Paragraph 6.

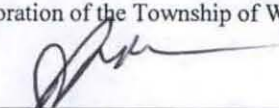
8. The Owner shall register the said Agreement in the Land Titles Office for the County of Renfrew on the title for the lands described as Lakeridge Trail, Plan 49M49 being all of PIN 57206-0563 (LT) and Lot 8, Plan 49M74 being all of PIN 57206-0611(LT).

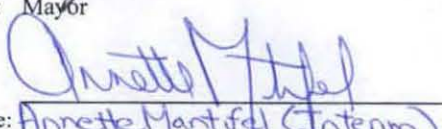
9. The Owner shall notify any subsequent purchaser of Lot 8, Plan 49M74 being all of PIN 57206-0611(LT) of the said Agreement.

10. The Owner and the Municipality acknowledge that this Agreement will be binding on subsequent purchasers and owners of Lot 8, Plan 49M74 being all of PIN 57206-0611(LT) and Lakeridge Trail, Plan 49M49 being all of PIN 57206-0563(LT). This agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

Dated at Cobden, Ontario this 17th day of October, 2012.

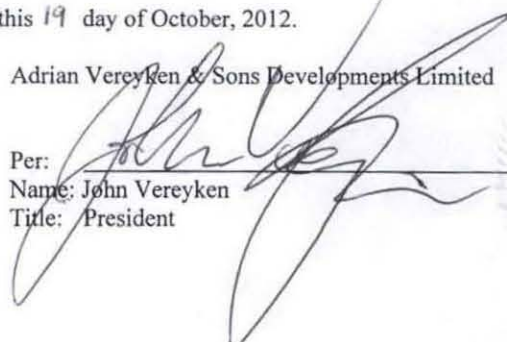
The Corporation of the Township of Whitewater Region

Per: 
Name: James Labow
Title: Mayor

Per: 
Name: Annette Martifel (Interim)
Title: Chief Administrative Officer

Dated at Pembroke, Ontario this 19 day of October, 2012.

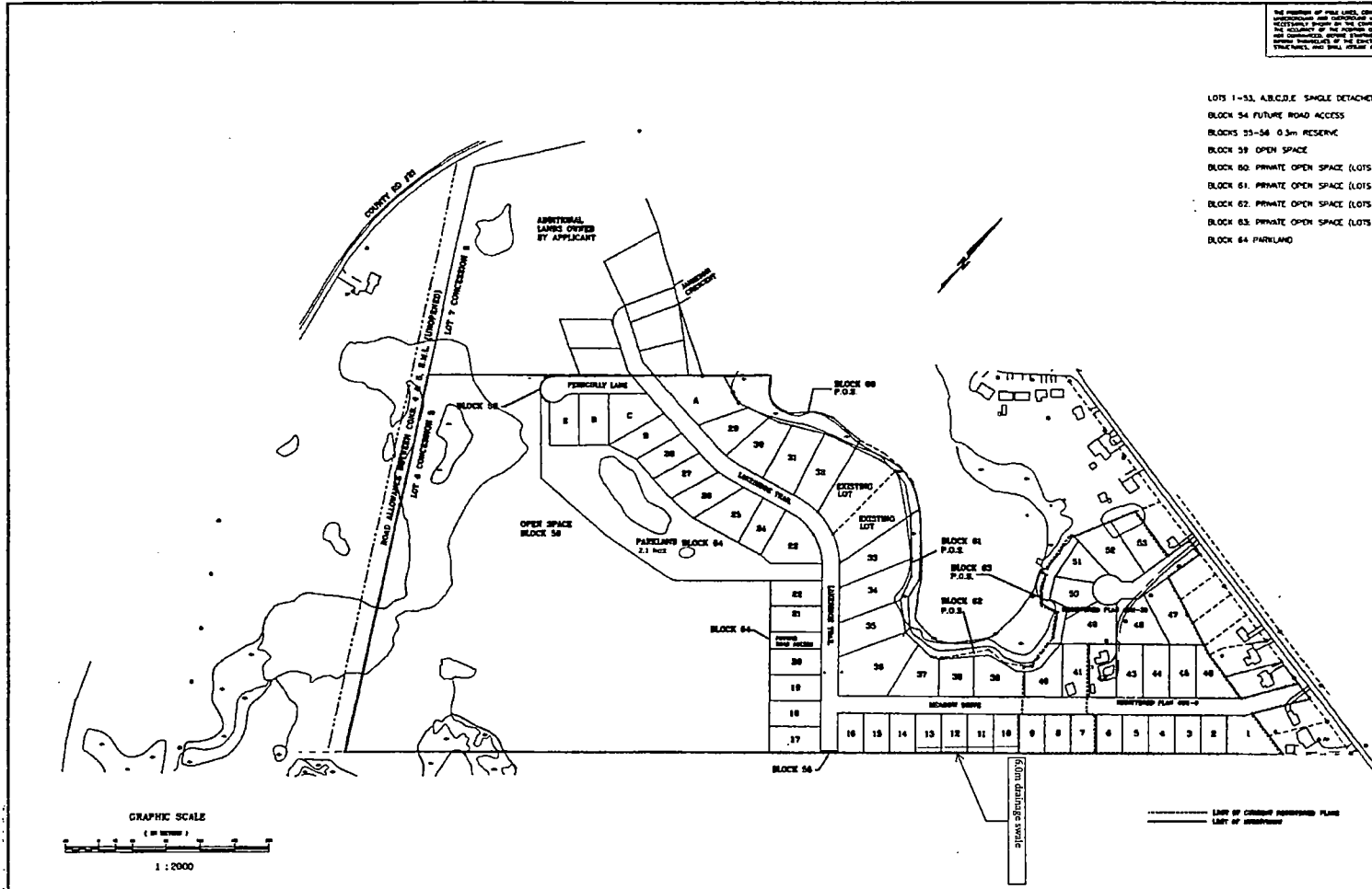
Adrian Vereyken & Sons Developments Limited

Per: 
Name: John Vereyken
Title: President

THE NUMBER OF THIS PLAN, AND THE NUMBER OF THE LOTS, ARE INDICATED BY THE NUMBERING SYSTEM ON THE PLAN. THE NUMBER OF THE LOTS IS THE NUMBER OF THE NUMBER OF THE LOTS, AND THE NUMBER OF THE LOTS IS THE NUMBER OF THE NUMBER OF THE LOTS.

- LOTS 1-53, A,B,C,D,E SINGLE DETACHED
- BLOCK 54 FUTURE ROAD ACCESS
- BLOCKS 55-56 0.5m RESERVE
- BLOCK 59 OPEN SPACE
- BLOCK 60 PRIVATE OPEN SPACE (LOTS)
- BLOCK 61 PRIVATE OPEN SPACE (LOTS)
- BLOCK 62 PRIVATE OPEN SPACE (LOTS)
- BLOCK 63 PRIVATE OPEN SPACE (LOTS)
- BLOCK 64 PARKLAND

SCHEDULE "A"
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AND LANDS TO BE SUBDIVIDED LANDS
(49M-9, 49M-30 AND 49M-49 NOT INCLUDED OTHER THAN
BLOCK 14, PLAN 49M-30)



GRAPHIC SCALE
 (IN METERS)
 1 : 2000

NO.	DATE	DESCRIPTION
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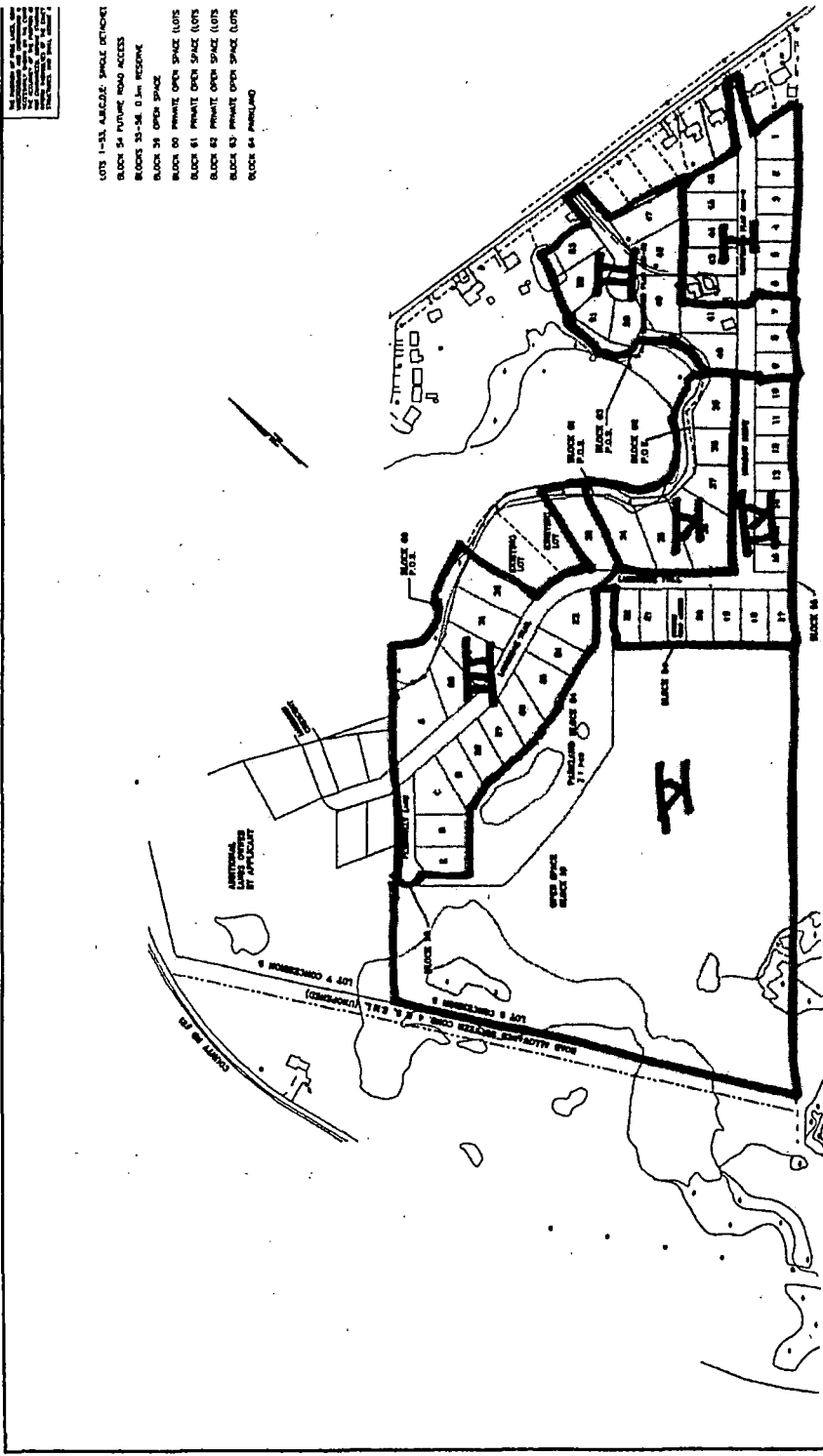
Jp2g Consultants Inc.
 ENGINEERS - PLANNERS - PROJECT MANAGERS
 PERMITS - OTTAWA

DESIGNED BY	CHK
DRAWN BY	PLN
CHECKED BY	SCM
APPROVED BY	SCM
SCALE	HORIZ. 1:2000

A. VEREYKEN AND SONS LTD.
 DRAFT PLAN OF SUBDIVISION
 REVISION APRIL 2005

SCHEDULE "B"
PHASING OF DEVELOPMENT

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A. VEREYKEN AND SONS LTD. DRAFT PLAN OF SUBDIVISION REVISION APRIL 2008	
PROJECT NO. DRAWING NO. DATE SCALE	Jp2g Consultants Inc. CONSULTANTS PROJECT NO. 077/08
SHEET NO. TOTAL SHEETS	PROJECT NO. DATE