

**THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION**

BY-LAW NUMBER 13-04-604

A By-Law authorizing the Township to enter into a Development Agreement with Keith Bromley

WHEREAS Keith Bromley is the owner of PT LT 27 CON WFE, WESTMEATH, TOWNSHIP OF WHITEWATER REGION;

AND WHEREAS Keith Bromley has applied to the County of Renfrew for consent approval of residential lot File Numbers B130/11(2) and B131/11(3) and such approval dated the 27th and 30th day of April, 2012 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 Keith Bromley has asked the Council of the Corporation of the Township of Whitewater Region to enter into a Development Agreement;

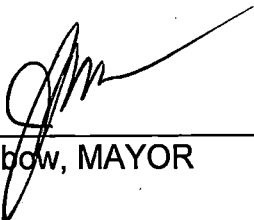
NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region hereby ENACTS AS FOLLOWS:

1. **THAT** The Corporation of the Township of Whitewater Region enter into a Development Agreement with Keith Bromley, 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.

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 13-04-604 are hereby repealed.

Passed this 3rd day of April, 2013.



Jim Labow, MAYOR



Christine FitzSimons, CAO/CLERK

THIS AGREEMENT made this 3rd day of April, 2013

BETWEEN:

Keith Bromley

(Hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

The Corporation of the Township of Whitewater Region

(Hereinafter called the "Municipality")

PARTY OF THE SECOND PART

WHEREAS the Owner hereby warrants that he is the owner in fee simple of the lands described in Schedule "A" attached hereto (hereinafter called the "Subject Lands")

AND WHEREAS the Owner has applied to the Land Division Committee for the County of Renfrew (Applications B130/11(2) and B131/11(3)) for consents pursuant to the provisions of the Planning Act, R.S.O., 1990, Chapter P.13.

AND WHEREAS the aforesaid applications for consent were granted by the Land Division Committee on condition that the Owner enter into an agreement with the Municipality regarding the matters hereinafter set out;

AND WHEREAS this Agreement is being entered into between the Owner and the Municipality in satisfaction of Condition No. 3 in the above noted Land Division Committee files pursuant to Sections 53 (12) and 51 (26) of the Planning Act, R.S.O. 1990, Chapter P.13.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) the parties hereto agree as follows:

1. The Owner acknowledges and agrees that this Agreement shall apply to the Subject Lands.
2. The Owner hereby acknowledges that the Subject Lands are to be developed in accordance with the Site Plan attached to this Agreement marked as Schedule "B". The Site Plan illustrates measures which are intended to:
 - a) Identify the location of the building envelope on the severed parcels where development is permitted;
 - b) Identify areas where existing trees and vegetation on the lots will be maintained as much as possible except as to provide for removal of selected trees to allow for a view to the Ottawa River and a meandering path down to the River, and any necessary pruning and maintenance of trees.
3. The Owner acknowledges and agrees that prior to the issuance of a building permit for the lands described in Schedule "A", an Application for Amendment to Schedule "B" Site Plan to this agreement will be required in order to describe, to the satisfaction of the Township's Chief Building Official, where the removal of selected trees will occur to allow for a view of the Ottawa River, and where the location a meandering pathway will be located for access to the Ottawa River.
4. The Owner acknowledges and agrees to the insertion of a clause in all offers of purchase, sale or lease agreements advising prospective purchasers that a Hydrogeological Investigation has been completed for the Subject Lands by Levac Robichaud Leclerc Associates Ltd., August 4, 2010 that contains the following statements:
 - a) The relatively impervious subsurface conditions indicated for the proposed lots are considered suitable for a Class IV septic sewage disposal system with a partially to fully raised leaching bed depending on the specific soil and groundwater conditions at the actual leaching bed locations. The leaching beds should be constructed to conform to the specifications set out in the Ontario Building Code.
 - b) The information obtained concerning the well water conditions near the site indicates a sufficient groundwater supply in the bedrock aquifer system to satisfy the water requirements of a proposed single family dwelling at the proposed severed lots. It is indicated that future wells at the proposed lots will have to be drilled to depths of

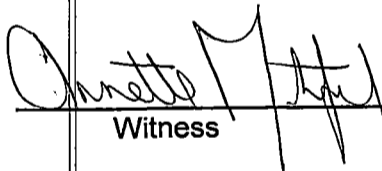
some 20 metres. However, because it is impossible to predict with certainty the depth at which water-producing fractures will be encountered during drilling, it may be necessary to drill to a depth greater than 20 metres to produce a sufficient water supply.

- c) The groundwater quality at the sampled wells is indicated to be suitable for a potable water supply as it meets all the Ontario Drinking Water Standards (ODWS) concentrations for all health related chemical, physical and bacteriological parameters tested for except hardness, colour, total coliforms, dissolved organic carbon (DOC) and total dissolved solids (TDS). Water softeners and/or manganese greensand filters should be adequate to lower hardness to within the ODWS. Colour should be suitably treated using a carbon filtration system, if necessary. Treatment of the well water using a water softener should reduce the level of TDS. Treatment of the well water using reverse osmosis should reduce the levels of DOC, TDS and colour to within the ODWS, if necessary. Future wells at the proposed lots should be adequately disinfected by means of chlorination before use as a domestic supply.
- d) Future wells drilled at the Subject Lands should be constructed with casing through the overburden materials and set well into the bedrock. The annulus of the casing should be grouted using the displacement or pressure injection method. Casing and grouting should extend to at least 6 metres below the existing ground surface. Wells should be located at least 15 metres from septic fields, and up gradient of septic fields.

- 5. The Owner hereby consents and agrees that this Agreement and any future amendments to this Agreement shall be registered on title to the Subject Lands at the sole expense of the Owner and that the Township Clerk be so notified of the registration.
- 6. The Owner hereby warrants to the Municipality that the recitals to this Agreement are true.
- 7. This Agreement shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

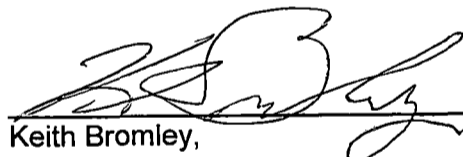
IN WITNESS WHEREOF the parties hereto hereby set their hands and the corporate parties hereto hereby set their corporate seals attested to by the hands of the proper signing officers duly authorized in that regard.

SIGNED, SEALED AND DELIVERED
in the presence of



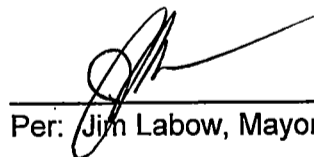
Witness

OWNER



Keith Bromley,

THE CORPORATION OF THE
TOWNSHIP OF WHITEWATER REGION



Per: Jim Labow, Mayor



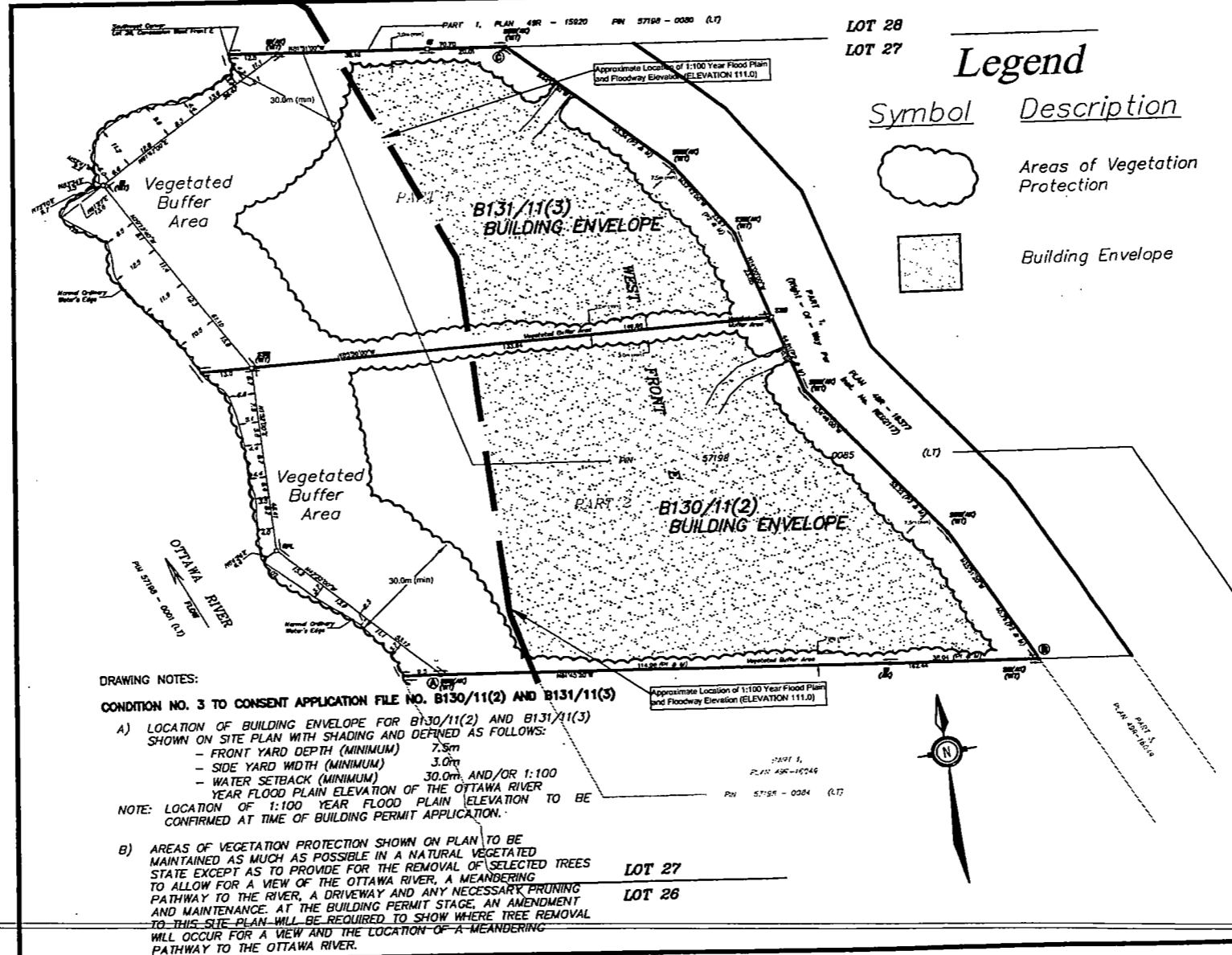
Per: Christine FitzSimons, CAO

SCHEDULE "A"

Schedule "A" refers to Parts 1 and 2 on Registered Plan 49R - 18046.

SCHEDULE "B"

Site Plan



Keith Bromley
 PART LOT 27,
 CONCESSION WEST FRONT E,
 geographic township of Westmeath,
 now in the Township of Whitewater Region,
 County of Renfrew
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Site Plan

Boundary Survey information provided by Adam Kasprzak, O.L.S.
 Survey 12-5210

Jp2g Consultants Inc.
 ENGINEERS • PLANNERS • PROJECT MANAGERS

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 1150 MORRISON DRIVE, SUITE 410, OTTAWA, ON
 Phone: (613)828-7800, Fax: (613)828-2600

DESIGNED: BWKB	PROJECT No.: 2107385B
DRAFTED: MF	REVISION DATE:
CHECKED: BWKB	APPROVED: BW
SCALE: 1:1000	REVISION No.: SHEET No.: 1 of 1

Site Plan