

**THE CORPORATION OF  
TOWNSHIP OF WHITEWATER REGION**

**BY-LAW NUMBER 15-05-787**

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**A By-Law authorizing the Township to enter into a Development Agreement with Addison Smith**

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**WHEREAS** Addison Smith is the owner of Parts 2, 3, 6, 10, 11, and 13 of Reference Plan 49R-18518, PT LT 12 CON 1, EML, WESTMEATH, TOWNSHIP OF WHITEWATER REGION;

**AND WHEREAS** Addison Smith has applied to the County of Renfrew for consent approval(s) of residential lot(s) File Number(s) B147/13(2) and such approval(s) dated the 12th day of June, 2014 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** Addison Smith 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 Addison Smith, 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.

**Passed this 20<sup>th</sup> day of May, 2015**

  
MAYOR Hal Johnson

  
CAO/CLERK Christine FitzSimons

**Schedule "A" to By-Law 15-05-787**

**Development Agreement**

**Between:**

**The Corporation of the Township of Whitewater Region**

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

**And**

**Addison Smith**

**"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 by the Land Division Committee of the County of Renfrew which decision dated the 12 day of June 2014 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 Parts 2, 3, 6, 10, 11, and 13 of Reference Plan 49R-18518 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 agrees that a thirty (30) metre wide natural vegetated buffer shall be maintained from the high water mark; allowing only for removal of dead or dying trees and limbing for water view purposes and allowance for a meandering path to the shoreline.
4. The Owner agrees that the recommendations on page 7 of the Planning Justification Report prepared by Jp2g Consultants Inc. dated November 26, 2013 be implemented, including the requirement that the Medical Officer of Health be notified of high sodium levels.
5. The Owner agrees that the Hydrogeological Evaluation prepared by Morey Associates Consulting Engineers dated November 20, 2013 contained in the Planning Justification Report prepared by Jp2g Consultants Inc. dated November 26, 2013 be provided to subsequent purchasers of the land.

6. 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.
7. 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.

A Dated at Cobden, ON this 20<sup>th</sup> day of May, 2015

The Corporation of the Township of Whitewater Region

Per: Hal Johnson  
Name: Hal Johnson  
Title: Mayor

Per: Christine FitzSimons  
Name: Christine FitzSimons  
Title: Chief Administrative Officer/Clerk

Dated at Cobden, ON this 20<sup>th</sup> day of MAY, 2015

Per: Addison Smith  
Name: Addison Smith  
Title: Owner