

THE CORPORATION OF THE TOWNSHIP OF SOUTH SHERBROOKE

BY-LAW NO. 535

A By-law to enter into an agreement imposed as a condition to the approval of a Plan of Subdivision.

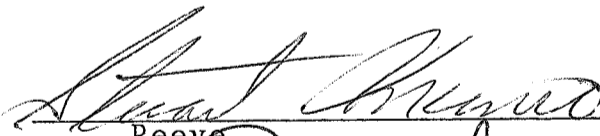
WHEREAS The Planning Act, R.S.O. 1970, Chapter 349, as amended, Section 33 (6) authorizes a municipality to enter into a subdivision agreement and;

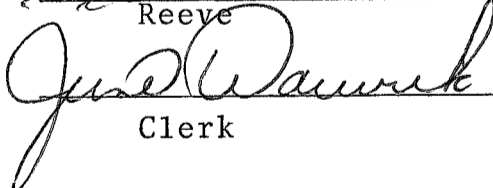
WHEREAS an agreement has been entered into between the Corporation of the Township of South Sherbrooke and Lakeside Living Limited upon such terms and conditions as are suitable to both of the parties involved, and which said agreement is attached hereto as Schedule "A" and forms part of this By-law.

NOW THEREFORE, the Council of the Corporation of the Township of South Sherbrooke ENACTS AS FOLLOWS:

1. That the Council of the Corporation of the Township of South Sherbrooke hereby authorizes and approves the land subdivision agreement dated September 2nd, 1980, as amended, between the Township of South Sherbrooke and Lakeside Living Limited.

Read a First, Second and Third time, this 14th day of October A.D. 1980.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Clerk

THIS SUBDIVISION AGREEMENT made (in quadruplicate) the 2nd day of September, A.D. 1980.

BETWEEN:

LAKESIDE LIVING LIMITED,

hereinafter called the "Subdivider"

OF THE FIRST PART,

AND

THE CORPORATION OF THE TOWNSHIP

OF SOUTH SHERBROOKE,

hereinafter called the "Township"

OF THE SECOND PART.

WHEREAS the lands to which this agreement applies are shown on the draft Plan of Subdivision attached as Schedule "B", are located in Lot Number 13, Concession 5, and Lot Number 13, Concession 6, both in the Township of South Sherbrooke.

AND WHEREAS the Subdivider purports to be the Owner of the said lands and has applied to the Minister of Housing for approval of a Plan of Subdivision.

AND WHEREAS the Township has recommended to the Ministry that the Subdivider shall service such Plan, and undertake to make such financial arrangements with the Township for the installation and construction of the said services before obtaining the approval of the said Plan by the Ministry.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Township recommending approval of the said proposed Plan of Subdivision, and in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Township to the Subdivider (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows: -

1. In this agreement:

"Plan" or "Plan of Subdivision" or "Subdivision" means the proposed Plan of Subdivision submitted by the Subdivider for approval and includes the lands described in Schedule "A" and shown in Schedule "B".

"Township Engineer" includes any engineer designated by the Council of the Township.

2. The following Schedules are attached hereto and form part of this agreement:

"A" Description of lands to which this agreement applies;

"B" Draft Plan of Subdivision. It is acknowledged by the parties that if the Subdivision Agreement is registered after the Plan is approved, the draft Plan of Subdivision shall be removed and a written description of the lands shall be included;

"C" Schedule of lands for municipal purposes;

"D" Road standards;

"E" Terraine, Hydrogeological and Ecological Analysis prepared by Water and Earth Science Associates Ltd.

#### ROADS

3. The Subdivider agrees that:

(a) The roads known as Pond Road, Red Pine Road, Pond Lane, Oak Lane, Red Pine Lane, and Maple Lane, on the attached Subdivision Plan (Schedule "B") are and shall remain private roads until assumed by the Corporation of the Township of South Sherbrooke by By-Law.

(b) The Township will accept responsibility for the maintenance and repair of the said roads or portions thereof, when the said roads are brought up to the standards described on Schedule "D" attached hereto.

(c) Until such time as the roads are accepted by the Township, it is understood and agreed that the maintenance and repair of the roads is to remain the responsibility of the Subdivider, until such time as the roads are brought up to standards.

(d) The Subdivider agrees at its expense to bring the said roads up to acceptable standards as set down by the Ministry of Transportation and Communication within three years of the date of the registration of the Plan, and the Township agrees to assume the said roads by By-Law at the next regular Township Council meeting after the said roads have been approved by the Township Engineer.

(e) The purchasers of each of the lots on the

attached Subdivision Plan shall be made aware of the provisions of this agreement as it pertains to the Subdivision Roads, by the Subdivider at the time of each purchase.

(f) The performance by the Subdivider of its obligations under this Agreement to the satisfaction of the Township Engineer shall be a condition precedent to the acceptance by the Township of the said works.

#### LANDS FOR MUNICIPAL PURPOSES

4. The Subdivider further agrees to grant in fee simple, free of charge and free of all encumbrances, unto the Township, the lands set forth in Schedule "C" hereto for municipal purposes other than roads, as indicated on the attached draft Plan of Subdivision, or cash in lieu of lands as set out in Schedule "C" hereto. The deeds for the said lands and easements shall be delivered to the Township's Solicitor by the Subdivider before the approval of the said Plan is requested from the Township, with the registered number of the Plan left blank for later filling in. The cost of registration shall be paid by the Subdivider. The Township will cooperate with the Subdivider in acquiring easements outside the Subdivision where necessary.

#### DRAINAGE

5. The Subdivider agrees not to interfere in any way with any existing drain or water course, without the written permission of the Township. The Subdivider agrees that the granting of such permission shall not relieve the Subdivider of responsibility for any damage caused by such interference and the Subdivider will indemnify and save the Township harmless against any claims brought against the Township relating to such damage; provided the Township will give the Subdivider opportunity to defend any such claim.

#### HYDRO INSTALLATIONS

6. The parties hereto acknowledge that hydro service may be installed upon all of the roads shown in Schedule "B". The Subdivider agrees to arrange for installation of hydro service along the said roads in one stage or in a number of

stages.

ACCEPTANCE OF WORKS

7. Before applying for final acceptance of any of the works or any part thereof, the Subdivider shall supply the Township with a Statutory Declaration that all accounts for work and materials have been paid except normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Subdivider.

When the works set out in this Agreement or any part thereof have been executed in accordance with this Agreement and specifications, and all Township accounts have been paid, the Council shall pass a resolution accepting the completed work.

Upon the said resolution being passed the ownership of the works shall vest in the Township and the Subdivider shall have no claim or rights thereto, other than those accruing to it as the owner of the lands abutting on streets on which the works were installed.

WELLS AND SEPTIC SYSTEMS

8. The Subdivider covenants on behalf of itself, its successors and assigns, the owner or owners from time to time of any lot or lots, described in Schedule "A" attached hereto as follows:

(a) To follow the recommendations contained in Section 4.1 of the Terrain, Hydrogeological and Ecological Analysis attached hereto as Schedule "E";

(b) To inform prospective purchasers of the lots described in Schedule "A" attached hereto, at the time of Offer of Purchase and Sale that wells should be designed, located and constructed as outlined in the Terrain, Hydrogeological and Ecological Analysis attached hereto as Schedule "E";

(c) That all lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage by the siting of sewage systems and the placement of suitable fill to the satisfaction of the Leeds, Grenville and Lanark District Health Unit in accordance with Ontario Regulation 229/74 made under The Environmental Protection Act.

(d) To inform prospective purchasers in wording acceptable to the Ministry of the Environment at the time of Offer of Purchase and Sale of the requirement respecting suitability of lots for sewage systems.

#### FINANCIAL REQUIREMENTS

9. The Subdivider hereby agrees to deposit with the Township's Solicitor a fully executed deed for Lot Number Nine on the said Plan of Subdivision, which shall not be registered, but shall remain on file with the Township's Solicitor. If, within the time limit set out in Paragraph 3 (d), the Subdivider has not brought the said roads up to acceptable standards, the deed may be registered by the Township, and the said lot may be sold by the Township for fair market value, it being understood that the proceeds from the sale of the said lot shall be used by the Township to pay for the improvement of the roads in accordance with paragraph 3 (d), provided that if the cost to the Township is greater than the proceeds from the sale of the said lot, the Township may claim the excess from the Subdivider, and provided further that if the cost to the Township is less than the proceeds from the sale of the lot, the Township will pay the excess to the Subdivider. It is further agreed that if, while the Township's Solicitor is holding the deed in his file, the Subdivider obtains a purchaser for Lot Number Nine, the Solicitor will release the deed to Lot Number Nine upon receiving a replacement deed to another lot within the said Plan of Subdivision, acceptable to the Township.

Upon the roads being brought up to acceptable standards in accordance with paragraph 3(d), the Township agrees to instruct its solicitor to return the deeds to the Subdivider,

and it is further agreed that the deed may be destroyed by the Subdivider.

LAND DEDICATION AND EASEMENTS

10. The Subdivider shall forthwith convey to the Township, and/or the County of Lanark, as the case may be, the 0.3 metre reserves shown as Blocks 58,59,60,62,64,and 66 on Schedule "B" hereto annexed. The deeds therefore shall be registered at the expense of the Subdivider immediately following the registration of the said Plan.

PAYMENT OF TAXES

11. (a) The subdivider agrees to pay all arrears of taxes outstanding against the property herein described before the approval of the said Plan is required.

(b) The Subdivider further undertakes and agrees to pay all taxes levied or which may be levied on the said lands on the basis and in accordance with assessment and the collector's roll entries appearing from time to time, until such time as the lands herein being subdivided can be assessed according to the Registered Plan.

ZONING AND BUILDING RESTRICTIONS

12. The Subdivider agrees with the Township that the Subdivider shall not make any application for and the Township shall not be bound to issue to the Subdivider any building permits for structures to be erected on lots on the said Plan of Subdivision to which this Agreement applies, until all of the lands required to be conveyed to the Township and the deeds therefor have been lodged with the Township solicitor, and the Subdivider agrees to indemnify and save harmless the Township from any and all claims, demands and causes of action arising out of the provisions of this paragraph.

REGISTRATION OF AGREEMENT

13. This Agreement shall be registered by the Township's Solicitor at the expense of the Subdivider immediately following the registration of the said Plan, and the registered duplicate of this Agreement and any deed or deeds of conveyance to the Township, shall be lodged with the Township Clerk.

PAYMENT OF ACCOUNTS

14. The Subdivider covenants and agrees to pay to the Township an amount equal to all legal fees and disbursements incurred by the Township for advice with regard to the Subdivision, the preparation of this Subdivision Agreement, and all documents required to be prepared pursuant to it. Copies of the accounts for such services of the Township Solicitors shall be delivered by the Township to the Subdivider forthwith on receipt of such accounts for the Township Solicitors, and the Subdivider covenants and agrees that it shall pay forthwith to the Township or its nominee as accounts are rendered by the Township Engineer, the amount of such accounts.

COVENANTS RUNNING WITH LAND

15. The covenants entered into by the Subdivider in paragraphs 8 (a) (b)(c)(d) are intended to be binding upon future owners of the individual lots shown on Schedule "B" and accordingly shall run with and be a charge upon the lands.

CANCELLATION OF AGREEMENT

16. In the event that the Plan of Subdivision has not been registered within three years from the date of this Agreement, the Township may at its option cancel this Agreement upon notice to the Subdivider.

NOTICES

17. Any notices required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the post office.

SUBSEQUENT PARTIES

18. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

INSURANCE

19. The Subdivider shall lodge with the Township forthwith upon execution of this Agreement an insurance policy with an insurance company satisfactory to the Township to insure for the joint benefit of the Subdivider and the Township against

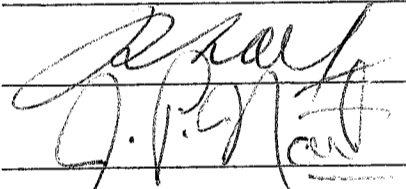


any liability that may arise out of the construction or installation or maintenance of any work to be performed pursuant to this Agreement, to extend for a period of one (1) year after preliminary approval of all works. In addition, the Subdivider agrees to provide on a per occasion basis blasting insurance satisfactory to the Township before any day when blasting occurs. The Subdivider shall prove to the satisfaction of the Township from time to time if the Township may require, that all premiums on such policies of insurance have been paid and that the insurance is in full force and effect.

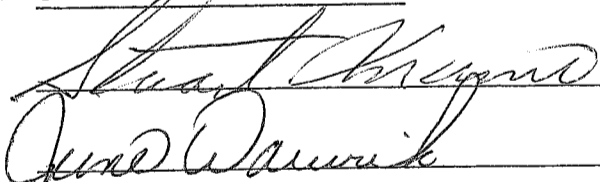
IN WITNESS WHEREOF the Corporation LAKESIDE LIVING LIMITED has affixed its corporate seal attested by the hands of its proper signing officers in that behalf, and The Corporation of the Township of South Sherbrooke has affixed its corporate seal, attested by the hands of its proper signing officers in that behalf.

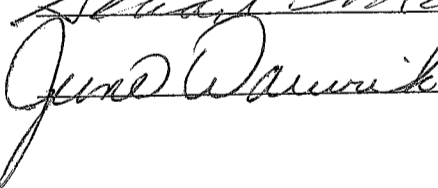
SIGNED, SEALED AND DELIVERED )  
In the presence of )

LAKESIDE LIVING LIMITED

  
\_\_\_\_\_

THE CORPORATION OF THE TOWNSHIP OF SOUTH SHERBROOKE

  
\_\_\_\_\_

  
\_\_\_\_\_

Approved and authorized by By-law Number 535  
Enacted the 14th day of October A.D. 1980.

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the TOWNSHIP of SOUTH SHERBROOKE in the COUNTY of LANARK and PROVINCE of ONTARIO, and being described as LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, on Plan PL 21.

SCHEDULE "B"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the TOWNSHIP of SOUTH SHERBROOKE in the COUNTY of LANARK and PROVINCE of ONTARIO, and being described as LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, on Plan PL 21.

SCHEDULE "C"

1. LANDS FOR MUNICIPAL PURPOSES OTHER THAN PUBLIC HIGHWAYS: -

(i) TO THE COUNTY OF LANARK,

- a) BLOCK 62
- b) BLOCK 64
- c) BLOCK 66

2. LANDS ON ACCOUNT OF FIVE PERCENT (5%): -

(i) Cash in lieu of 5% - \$1350.00 to be paid at the time the Township Clerk is requested by the Subdivider to advise the Minister of Housing how the various conditions attached to his draft approval for the Plan of Subdivision have been met, and registration of the Plan of Subdivision with its approval endorsed thereon shall provide acceptable evidence that these monies have been paid.

3. LANDS FOR PUBLIC HIGHWAYS: -

(i) TO THE COUNTY OF LANARK - ROAD WIDENING,

- a) BLOCK 61
- b) BLOCK 63
- c) BLOCK 65

(ii) TO THE TOWNSHIP OF SOUTH SHERBROOKE,

- a) POND ROAD
- b) RED PINE ROAD
- c) POND LANE
- d) OAK LANE
- e) RED PINE LANE
- f) MAPLE LANE

SCHEDULE "D"

ROAD STANDARDS

Right-of-Way	66 feet
Surface Width	20 feet
Shoulder Width	4 feet
Surface Type	Low Cost Bituminous
Depth of Granular Base	As determined by consideration of sub-grade material
Ditches	Minimum depth from crown of road to bottom of ditch -- 1 1/2 feet. All ditches to be carried to sufficient outlet.
Culverts	C.I.P. or concrete. Minimum 15" diameter, larger as required.
Maximum Gradient	12%