

THIS AGREEMENT made (in triplicate) this 9th day of June,
A.D. 1980.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF
SOUTH SHERBROOKE,

hereinafter called the "TOWNSHIP",

of the FIRST PART,

-and

LAKESIDE LIVING LIMITED, a Company
incorporated under the laws of the
Province of Ontario, having its Head
Office at the City of Ottawa in the
Regional Municipality of Ottawa-Carleton,
hereinafter called "LAKESIDE",

of the SECOND PART.

WHEREAS Lakeside has constructed a road on the lands described
in Schedule "A" attached hereto.

AND WHEREAS the Township has agreed to accept the said road as
a public highway subject to the terms hereinafter set forth.

NOW THEREFORE, this Agreement witnesseth that in consideration
of the mutual covenants and conditions herein contained, and the
sum of One Dollar (\$1.00), the parties hereto agree as follows:-

1. The Township assumes the lands described in Schedule "A"
attached hereto as a public highway subject to the terms herein-
after set forth.
2. The responsibility for maintenance of the said road shall
remain with Lakeside and all other present users of the road
and any future users of the said road, and Lakeside acknowledges
on behalf of itself, its successors and assigns, the user or
users from time to time of the said road described in Schedule
"A" attached hereto, that the Township will not accept
responsibility for the maintenance and care of the said road
until assumption of the said road is deemed advisable by the
Council of the Township, and not until it is brought up to
standards acceptable to The Ministry of Transportation and
Communications.

In the event that Lakeside or future users of the road
wish the said road to be assumed and maintained by the Township,
it is agreed by Lakeside that it shall be its responsibility, or
in the event that all of its land has been conveyed it shall be
the responsibility of all users of the road to bring the road up
to standards (acceptable to The Ministry of Transportation and
Communications) at its or their expense.

3. Lakeside agrees to make all purchasers of lands, which purchasers will become users of this road, aware of the provisions of this Agreement as it pertains to this road, and further to obtain from such purchasers at the time of purchase, such acknowledgments and/or agreements as may be deemed necessary by the Township to give full effect to the terms of this Agreement.

4. It is agreed by the parties hereto that the conveyance necessary to transfer the ownership of the said lands from Lakeside Living Limited to the Township shall be made by a deed registered immediately before this Agreement.

WITNESS the corporate seals of the said Corporations, duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of:

THE CORPORATION OF THE TOWNSHIP
OF SOUTH SHERBROOKE

[Signature]

[Signature]

LAKESIDE LIVING LIMITED

[Signature]
President

[Signature]
Vice-President

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 composed of all those portions of the North Half of Lot 11, part of the Southwest Half and the Northeast Half of Lot 12, and part of the Southwest Half of Lot 13, Concession IV, and of the South Half of Lot 13 and part of Lot 14, Concession V, in the said Township, designated as PARTS 1 and 3 on a Reference Plan prepared by F.M. McGregor, Ontario Land Surveyor dated June 26th, 1980 and deposited in the Registry Office for the Registry Division of Lanark South (#27) as Plan 27R1943.

78641

DATED: JUNE 9TH, A.D. 1980.

PROPERTY OF THE
REGISTRY OFFICE

*for 11, 12, 13 can 4
for 13, 14 can 5
S. Sherbrooke.*

THE CORPORATION OF THE TOWNSHIP
OF SOUTH SHERBROOKE

- and -

LAKESIDE LIVING LIMITED

A G R E E M E N T

78641

No. Land Registry Division of Lanark South (No. 27)
I CERTIFY that this instrument is registered as of
2:59 P.M.

JUL 10 1980 in the

Land Registry Office at Perth, Ontario.
D. Wilson
Land Registrar.

BARKER, BUTTERWORTH & WOODMARK
BARRISTERS & SOLICITORS
PERTH - ONTARIO

FR **15.00

FR **08.00