

THE CORPORATION OF THE TOWNSHIP OF SOUTH SHERBROOKE

By-Law No. 452

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

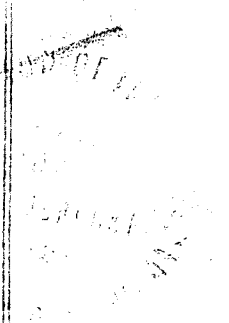
WHEREAS The Planning Act, R.S.O. 1970, Chapter 349, as amended, Section 33(6) authorizes a municipality to enter into a subdivision agreement and;

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 29th, 1976 between the Township of South Sherbrooke and Lakeside Living Limited.

READ a First, Second and Third time this First day of October, 1976.


Stuart Thomas
Reeve

Shirley E. Deacon
Clerk

I, Shirley E. Deacon, Clerk of the Corporation of the Township of South Sherbrooke, hereby certify that the foregoing is a true copy of By-law No. 452, duly passed by the Council of the said Corporation on the 1st day of October, 1976.

Shirley E. Deacon

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Reeve

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Clerk

THIS SUBDIVISION AGREEMENT made (in quadruplicate) the
29th day of September A.D., 1976.

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 all the lands on Plan 27PL6 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 prior to final approval of Plan 27PL6 by the Ministry of Housing the Township 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.

AND WHEREAS a Subdivision Agreement was entered into on the 10th day of November 1975, attaching a copy of the proposed plan as a schedule, and it is now desirable to amend the agreement by making reference to the particulars of registration of the plan only.

AND WHEREAS the parties have agreed to enter into this Agreement for the purposes of clarification.

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 Plan 27PL6 and includes all lands within the said Plan.

"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" Schedule of lands for Municipal purposes.

ROADS

3. The Owner agrees that;

(a) The road known as Little Silver Lake Road, on Plan 27PL6 is and shall remain a private road until assumed by the Corporation of the Township of South Sherbrooke by by-law.

(b) The Corporation of the Township of South Sherbrooke will not accept responsibility for the maintenance and repair of said road until assumption of the road is deemed advisable by the Council and until same is brought up to acceptable standards as set down by the Ministry of Transportation and Communication.

(c) Until such time as the road is accepted by the Corporation of the Township of South Sherbrooke, it is understood and agreed that the maintenance and repair of the road is to remain the responsibility of the individual owners from time to time of the lots along the said road.

(d) The purchasers of each of the lots on Plan 27PL6 shall be made aware of the provisions of this Agreement as it pertains to the Subdivision Road by the owner at the time of each purchase.

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 "B" hereto for municipal purposes other than roads. The deed for the said lands and easements has been delivered to the Township Solicitor by the Subdivider before the approval of the said Plan. 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.

HYDRO INSTALLATIONS

5. The Subdivider shall arrange with the relevant Hydro Electric Commission for the installation of hydro services to the Subdivision and for the provision of easements with respect to such installations.

BLOCK "F"

6. The Subdivider agrees that Block "F", as set forth in Schedule "B" hereto, shall not be developed except in conjunction with the "Previously Conveyed Parcel - Instrument Number 37731" lying to the Northwest and immediately adjacent to Block "F".

SEPTIC SYSTEM

7. Where required by the Ministry of the Environment, the Subdivider covenants on behalf of itself, its successors or assigns (the owner or owners from time to time of the lot or lots on Plan 27PL6) that it will make the lots suitable for a septic tank system, by the placing of satisfactory fill in the locations and to the standard required by the Ministry of the Environment, to insure that soil is provided to a depth of at

least five feet (5') above the water table or any solid rock formation in the area of the tile beds. This shall be done at the expense of the owner or owners from time to time of the lot or lots outlined on Schedule "A" hereto, as application for a septic tank permit is made for each lot.

8. The Subdivider covenants on behalf of itself, its successors and assigns (the owner or owners from time to time of the lot or lots on Plan 27PL6) that the waste disposal systems used within the lots outlined on Schedule "B" hereto shall be designated for phosphate adsorption to the satisfaction of the Ministry of the Environment, and without limiting the generality of the foregoing, this will include:

(a) The standard requirement of a 5 foot depth of suitable soil in the weeping bed. The 3 feet of soil under the weeping tile will be of specifically selected material for phosphate adsorption. Naturally occurring soil on the site may be used if it is suitable;

(b) The use of a pump or siphon to dose the weeping bed;

(c) Stockpiling by and at the expense of the Subdivider of a proper supply of material either on or adjacent to the Subdivision with a phosphate adsorptive capacity satisfactory to the Ministry of the Environment. This material is to be available to the lot owners only for the construction of weeping beds. The volume required is estimated at 150 cubic yards per lot.

SETBACK FROM HIGH WATER MARK

9. The Subdivider covenants, for itself, its successors and assigns (the owner or owners from time to time of the lot or lots ((except lot 5)) on Plan 27PL6) not to remove or alter the natural growth within 100 feet of the high water mark of Little Silver Lake, and further covenants to inform all prospective purchasers of this requirement. The Subdivider for lot 5 Plan 27PL6,

covenants for itself, its successors and assigns not to remove or alter the natural growth within 60 feet of the high water mark of Little Silver Lake, or within 100 feet of the normal spring high water mark of the bay situated north-westerly of and adjacent to Block "D".

BLOCK "B"

10. The Subdivider and the Township agree with the Ministry of Natural Resources, that the establishment of a public access route to Little Silver Lake on Block "B" Plan 27PL6 will be subject to the following conditions;

- (a) Natural vegetation must be maintained within a setback of at least 50 feet from the high water level of Little Silver Lake;
- (b) No boat ramp may be constructed;
- (c) Parking space (up to 15 cars) shall be provided away from the shore of the lake, a distance of 300 feet and to the East side of the access road;
- (d) A turning area shall be provided (approximately 40 feet X 20 feet) on the West side of the access road;
- (e) A pedestrian right-of-way to water's edge shall be prepared with a minimum of tree cutting;
- (f) All improvements shall be carried out in a manner satisfactory to the District Manager, Ministry of Natural Resources.

11. The covenants entered into by the Subdivider in paragraphs 3(c), 7, 8 (a), 8 (b), 9 and 10 are intended to be binding upon future owners of the individual lots on Plan 27PL6 and accordingly shall run with and be a charge upon the lands.

CANCELLATION OF AGREEMENT

12. 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

13. 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

14. 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.

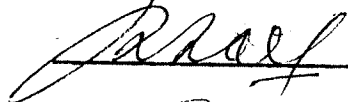
EARLIER AGREEMENT

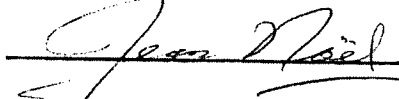
15. The original agreement between the parties hereto dated November 10th, 1975 is hereby voided.

IN WITNESS WHEREOF The Corporation LAKESIDE LIVING LIMITED has affixed its Corporate Seal, attested by the hands of the proper officers in that behalf, and THE CORPORATION OF THE TOWNSHIP OF SOUTH SHERBROOKE has affixed its Corporate Seal, attested by the hands of the proper officers in that behalf.

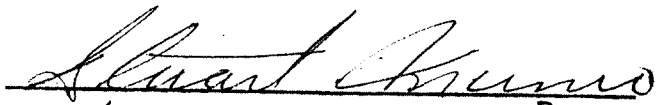
SIGNED, SEALED AND
DELIVERED

LAKESIDE LIVING LIMITED

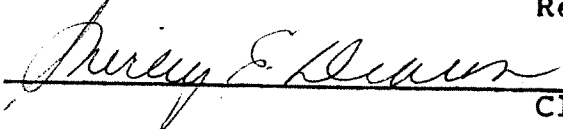




THE CORPORATION OF THE TOWNSHIP
OF SOUTH SHERBROOKE



Reeve



Clerk

Approved and authorized by
By-law Number 452

Enacted the 1st day of October A.D. 1976.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of South Sherbrooke, in the County of Lanark and Province of Ontario described as lots 1 to 22 inclusive, Blocks "A" to "L" inclusive and Little Silver Lake Road, all on Plan 27PL6.

SCHEDULE "B"

1. LANDS FOR MUNICIPAL PURPOSES

Land - Blocks "A", "B" and "G"
Plan 27PL6

2. ONE FOOT RESERVES - Blocks "H", "I", "J", "K", "L".