

The Corporation of the Township of Douro-Dummer

By-law Number 2014-17

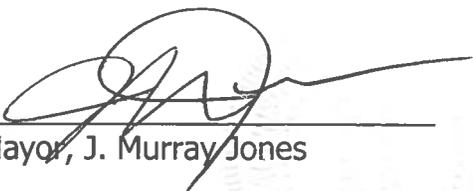
**Being a By-law to Authorize the execution of an Agreement with
Terry and Ruth Hunter (the owners), and
the Corporation of the Township of Douro-Dummer
pursuant to Section 8.3 (c) of the Official Plan
of the Township of Douro-Dummer
(Roll No. 010-004-08100)
(Constructed Roadway)**

Whereas the Township of Douro-Dummer deems it necessary to comply with Section 8.3 (c) of the Official Plan of the Township of Douro-Dummer to enter into an agreement to construct a roadway;

Now Therefore the Council for the Corporation of the Township of Douro-Dummer Enacts as follows:

1. **THAT** the Corporation of the Township of Douro-Dummer enter into an Agreement with Terry and Ruth Hunter, the Owners of property composed of Part of Lot 10, Concession 9, Property Roll No. 010-004-081000 in the former Township of Dummer, which shall be attached to this by-law as Appendix 'A' and forming part of this by-law; under terms and conditions contained therein.
2. **THAT** the Mayor and the Clerk be hereby authorized to execute such Agreement and affix the Corporate Seal thereto.

Passed in Open Council this 1st day of April, 2014



Mayor, J. Murray Jones



Acting Clerk, David Clifford

This Agreement dated the 26th day of March, 2014

BETWEEN

Ruth Hunter and Terry Hunter

("hereinafter referenced as the Property Owners")

-and-

The Corporation of the Township of Douro-Dummer

("hereinafter referenced as the Municipality")

AGREEMENT

WHEREAS Terry Hunter and Ruth Hunter presently own property constituting Part of Lot 10, Concession 9, in the former Township of Douro, ("the Lands") now in the amalgamated Municipality of Douro-Dummer, in the County of Peterborough, as more particularly described in Schedule "A" annexed hereto;

AND WHEREAS various land use approvals have been provided by the Township of Douro-Dummer in reference to the construction of a single unit dwelling in relation to the subject property presently owned by the Property Owners;

AND WHEREAS the Property Owners desire to utilize an unopened road allowance which is situate to the west of County Road 32 in the said Municipality;

AND WHEREAS the unopened road allowance is shown on a Site Plan completed by M. J. Davenport and Associates Ltd. and dated December 2011 with drawing number reference 4689-01 and the same has been stamped by M. J. Davenport and Associates Ltd. under date of January 17, 2013.

AND WHEREAS the parties hereto desire to specify the terms and conditions in relation to the use to be made by the unopened road allowance by Terry and Ruth Hunter for a proposed driveway to service and provide vehicular and pedestrian access to their proposed single family home;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Terry and Ruth Hunter shall take all actions, undertake all works, and pay all associated expense in reference to the construction of a said proposed driveway to service the said proposed single family home to be constructed on their property situate at Lot 10, Concession 9 in the former Township of Douro. The property owners further acknowledge that they will be fully responsible for the maintenance of the proposed driveway to service the said proposed single family dwelling to be constructed on their property in Lot 10, Concession 9, geographic Township of Douro and further acknowledge and agree that the Municipality shall not be responsible for any maintenance or liability for the proposed driveway.
2. In reference to the construction of the said proposed driveway it shall be undertaken in accordance with the specifications and site features as shown on a Site Plan completed by M. J. Davenport and Associates Ltd. with drawing no. 4689-01 which subject Plan is dated December 2011 and stamped and updated by the said M. J. Davenport and Associates Ltd. under date of January 17, 2013. In particular, the said modification to the original Plan is to increase the driveway width. The Municipality acknowledges and concurs that it has reviewed the site features as shown on the subject Site Plan and concurs with the said project and works as specified and shown on the said Site Plan.

3. The said Property Owners shall not undertake any action to construct or open up the said unopened road allowance in any manner. In no aspect, shall any cars be parked on the unopened road allowance.
4. The Property Owners shall undertake no act to encumber the said unopened road allowance.
5. Nothing in this Agreement precludes the said Municipality from undertaking any action, legal or otherwise, which would open the said road allowance, and have the same made available for use as a Municipal highway. In the event that the Municipality decides to open up the said road allowance and incorporate same into the Township road system as a public highway, this agreement shall be at an end.
6. In reference to the completion of the said works, the said Property Owners shall;
 - a) Notify the Clerk of the Municipality in writing as it would relate to the commencement of any works on the subject road allowance in completion of the terms and conditions of this Agreement;
 - b) Prior to commencing construction, the Owners' contractor shall provide the Township Clerk with a public liability insurance policy with limits of no less than \$2,000,000.00 per occurrence in which the Township is to be a named insured. In addition, the contractor shall provide a current Certificate from the Workers Safety Insurance Board confirming that the contractor is in good standing.
 - c) Have their Engineer keep the Manager of Public Works of the said Municipality aware of aspects in reference to the construction schedule, and

periodically review with the Manager of Public Works the nature and progress of the completion of the said works;

- d) Provide notification for a final inspection in reference to the completion of the said works, which notice shall be provided to both the Township Clerk and to the Manager of Public Works of the Municipality;
 - e) Upon notification of the final completion of the works, the Manager of Public Works shall undertake an inspection and advise of any specific concerns in reference to the completion of the said works in accordance with the Site Plan.
 - f) Upon completion of the work, the Engineer employed by Terry and Ruth Hunter shall provide certification to the Township that the works have been completed pursuant to the plan prepared by M. J. Davenport & Associates Ltd. as drawing number 4689-01, dated December 2011 as stamped and updated by the said M. J. Davenport & Associates Ltd. under date January 17, 2013.
7. The said Site Plan as hereinbefore described is deemed to be a Schedule "1" to this Agreement.
8. The Property Owners acknowledge that the unopened road allowance is not now maintained by the Municipality.
9. The Property Owners acknowledge that there is no obligation upon the Municipality to maintain the unopened road allowance providing access to the Lands of the property owners subsequent to the construction of any new

buildings or subsequent improvement to existing buildings on the Property Owners' Lands.

10. The Property Owners specifically covenant and agree to accept the existing level of services as being adequate and acceptable.

11. The Property Owners specifically covenant and agree not to seek any additional or enhanced services from the Municipality subsequent to receipt of a building permit for the construction of any improvement on their Lands.

12. The Property Owners shall deposit with the Municipal Clerk a certified cheque or bank draft in favour of the Municipality from a Schedule 1 Chartered Canadian Bank for the sum of \$10,000.00. The deposit shall be held until the work described in this Agreement has been completed and approved by the Township Manager of Public Works, acting reasonably

13. The Property Owners shall reimburse the Municipality for all of its legal, planning and engineering fees incurred by it with respect to this Agreement and the development contemplated herein. Without limiting the generality of the foregoing, the Property Owners acknowledge that this agreement shall be registered on title to their property. Fees shall be payable by the Property Owners on receipt of a billing from the Municipality.

14. This Agreement shall be binding upon the heirs, successors and assigns of the Property Owners. It is herein specifically acknowledged and agreed by the Property Owners that they shall provide actual notice of the subject Agreement to any potential purchaser, and shall also provide actual notice of the same to any real estate broker or agent that they might utilize in reference to the potential sale of the subject property.

15. The parties hereto acknowledge that they have read, understood, and obtained independent legal advice in reference to this Agreement and its terms and conditions.

This Agreement dated this 30th day of April, 2014



Terry Hunter
Terry Hunter

We have authority to bind the Corporation

Ruth Hunter
Ruth Hunter

This Agreement dated this 1 day of APRIL, 2014

THE CORPORATION OF THE TOWNSHIP
OF DOURO-DUMMER

Per:

J. Murray Jones
J. Murray Jones, Mayor

David Clifford
David Clifford, CAO

I/We have authority to bind the Corporation

SCHEDULE 'A'

Pt Lt 10, Con 9, Douro as in R688890; Douro-Dummer, being PIN 28177-0123 (LT)

SCHEDULE '1' – SITE PLAN AGREEMENT

The Site Plan Agreement is on file at the Municipal Office and may be reviewed during normal business hours, upon request.