

CORPORATION OF THE MUNICIPALITY OF TWEED

BY-LAW NO. 2024-30

Being a By-law to Authorize the Municipality of Tweed to Enter into a Development Agreement to be Registered on Title as a Condition of Severance No. B2/22.

WHEREAS the Council of the Corporation of the Municipality of Tweed deems it expedient to enter into a Development Agreement with Kimberly Anne Wright in accordance with Condition #11 of Severance No. B2/22;

NOW THEREFORE the Council of the Corporation of the Municipality of Tweed enacts as follows:

1. THAT the CAO/Treasurer is hereby authorized to execute the Development Agreement between The Corporation of the Municipality of Tweed and Kimberly Anne Wright., attached hereto as Schedule 'A', and which shall form part of this By-law.
2. THAT this By-law shall be registered on title to the retained lands at the sole cost of the owners.
3. THAT this By-law shall come into force and take effect immediately upon the passing thereof by the Council of the Corporation of the Municipality of Tweed.

Read a first, second, and third and final time, passed, signed, and sealed in open Council this 7th day of May, 2024.

MAYOR

CLERK

Properties

PIN 40280 - 0059 LT ☒ Affects Part of Prop
Description PART LOTS 11 AND 12 CONCESSION 13 HUNGERFORD, PART 1 21R-1817, EXCEPT
PART 1-2 21R-13771; EXCEPT PART 1-2 21R-26434; TWEED; COUNTY OF HASTINGS
Address 7896 HIGHWAY 37
TWEED

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name WRIGHT, KIMBERLY ANNE
Address for Service 167 Marlbank Rd
Tweed, Ontario
K0K 3J0

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name THE CORPORATION OF THE MUNICIPALITY OF TWEED Firm Name
Address for Service Postal Bag 729
Tweed, Ontario
K0K 3J0

Statements

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Municipality of Tweed
Schedule: See Schedules

Signed By

John Tyler McMurren 325 Victoria Street North PO Box 730 acting for Signed 2024 04 26
Tweed
K0K 3J0
Applicant(s)

Tel 613-478-1900

Fax 613-478-5200

I have the authority to sign and register the document on behalf of all parties to the document.

John Tyler McMurren 325 Victoria Street North PO Box 730 acting for Signed 2024 04 26
Tweed
K0K 3J0
Party To(s)

Tel 613-478-1900

Fax 613-478-5200

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

MCMURREN LAW PROFESSIONAL CORPORATION 325 Victoria Street North PO Box 730 2024 04 26
Tweed
K0K 3J0

Tel 613-478-1900

Fax 613-478-5200

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
Total Paid \$69.95

File Number

Applicant Client File Number : 22-R409WRI
Party To Client File Number : 22-R409WRI

THIS AGREEMENT DATED THE 23rd DAY OF April, 2024.

BETWEEN:

KIMBERLY ANNE WRIGHT
(Hereinafter called the "Transferor")

OF THE FIRST PART;

and

The Corporation of the Municipality of Tweed
(Hereinafter called the "Municipality")

OF THE SECOND PART;

WHEREAS the lands which are the subject of this agreement are legally described in Schedule "A" attached hereto (hereinafter referred to as the "Subject Lands");

AND WHEREAS pursuant to the provisions of the Decision of the Hastings County Planning Advisory and Land Division Committee for Consent File(s) B2/22, the Owner is required, as a condition, to enter into an agreement with the Municipality to be registered on title and to be referred to in the Transfer/Deed and acknowledged by the Transferee.

NOW THEREFORE in consideration of the consents and orderliness of development and the public good, the Municipality and the Owner hereto agree, and covenant as follows:

1. The Owner herein agrees to provide a copy of the Servicing Assessment to Support Severance, Shannies Restaurant, Tweed, Ontario completed by John Porritt and David Cooper of The Greer Galloway Group Inc. dated February 8, 2024, to any prospective purchaser of the 'subject lands'.
2. The Owner herein agrees to implement the recommendations of John Porritt and David Cooper of The Greer Galloway Group Inc. Service Assessment dated February 8, 2024, including any works to be taken. A copy of the recommendations is attached hereto as Schedule 'B'.
3. The owner agrees that any transfer from him/her to a purchaser of the subject premises shall refer to this agreement in the following terms:

"This transfer is subject to the terms of an agreement between the transferor and the Corporation of the Municipality of Tweed.
REGISTERED as Instrument No. _____."

4. The owner agrees that he shall be responsible for registration of this agreement and will not sell or otherwise deal with the subject premises unless and until this agreement has been registered on the title to the subject premises, at the owner's sole expense.
5. The parties agree that this shall constitute an agreement pursuant to Sections 53(12) and Section 51(26) of the Planning Act, 1990.
6. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the date first set out above.

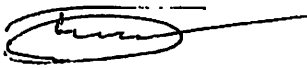
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

The Corporation of the Municipality of Tweed

Per:


Gloria Haybone, CAO / Treasurer

I have the authority to bind the Corporation.



Witness:


Owner: Kimberly Anne Wright

SCHEDULE 'A'

**PART LOTS 11 AND 12 CONCESSION 13 HUNGERFORD, PART 1 21R-1817,
EXCEPT PART 1-2 21R-13771; EXCEPT PART 1-2 21R-26434; TWEED; COUNTY
OF HASTINGS**

SCHEDULE 'B'

Recommendations:

1. Any new wells should be constructed by a licensed well contractor and must be a minimum of 30 metres from all septic system distribution pipe, including neighboring lots.
2. All well water should be treated before consumption with a minimum of staged cartridge filtration to 1 micron, followed by ultraviolet light, sterilization. The effectiveness of this treatment should be tested routinely.
3. If the well servicing the restaurant/apartment on the Retained Portion is determined in the future to be unable to provide instantaneous demand, a balancing/holding tank reservoir may be indicated. Consideration should be given to upgrading the casing of this well to replace the well pit with an Ontario Water Resources Act approved casing extension, with a pitless adapter.
4. The retention volume of the septic tank servicing the Retained Portion meets OBC requirements and may continue to be used, however a pump chamber equipped with septic pump would have to be placed in series with the septic tank.
5. The existing distribution bed for the Retained Portion must be rebuilt as a fully raised bed with imported mantle and should be designed by a licensed OBC designer or contractor.