

Properties

PIN 57339 - 0261 LT Redescription
 Description LOTS 1 TO 10, BLOCK 12 49M-113; TOWNSHIP OF MCNAB/BRAESIDE
 Address BRAESIDE

Consideration

Consideration \$10.00

Applicant(s)

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

Name THE CORPORATION OF THE TOWNSHIP MCNAB/BRAESIDE
 Address for Service 2473 Russett Drive
 Arnprior ON K7S 3G8

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

This document is being authorized by a municipal corporation Tom Peckett, Mayor and Lindsey Lee, CAO and Clerk.

Party To(s)*Capacity**Share*

Name KDSA DEVELOPMENT CORP.
 Address for Service 228 Bradford Street
 Ottawa, Ontario K2B 5Z6

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

This document is being registered pursuant to Inhibiting Order RE297706 registered on 2022/06/06

Signed By

Ashley Marie Maksimovic 100 Queen Street Suite 1100 acting for Signed 2022 06 10
 Ottawa Applicant(s)
 K1P 1J9

Tel 613-237-5160

Fax 613-230-8842

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BORDEN LADNER GERVAIS LLP 100 Queen Street Suite 1100 2022 06 10
 Ottawa
 K1P 1J9

Tel 613-237-5160

Fax 613-230-8842

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
 Total Paid \$66.30

File Number

Applicant Client File Number : 337454-157/AM/DR

THIS AGREEMENT made pursuant to subsection 41(10) of the *Planning Act*, on the 10 day of June, 2022 (the “**Agreement**”).

BETWEEN:

KDSA DEVELOPMENT CORP.

(Hereinafter called the “Developer”)

OF THE FIRST PART

AND:

CORPORATION OF THE TOWNSHIP OF McNAB/BRAESIDE

(Herein after called the “Township”)

OF THE SECOND PART

WHEREAS the Developer has entered into an agreement, registered as Instrument No. RE297912 in the Land Registry Office for the Land Titles Division of Renfrew (No. 49) (the “**Subdivision Agreement**”) governing the development, construction, use, maintenance and occupancy of subdivision lands described on Plan No. 49M- 113 (the “**Subdivision**” or the “**Plan of Subdivision**”);

AND WHEREAS the Township and the Developer have agreed to enter into this Agreement to ensure that certain matters contained in the Subdivision Agreement come to the attention of all future individual owners of property in the Subdivision in a simplified form so that they will be aware of their obligation to honour the terms of the Subdivision Agreement, where and when each of the said matter is applicable;

AND WHEREAS this Agreement is to be placed on title by the parties so as to provide notice to all present and future owners of property in the Subdivision;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN (\$10.00) Dollars of lawful money of Canada and the mutual covenants hereinafter expressed, the Township and The Developer covenant and agree as follows:

1. INTERPRETATION

1.1 For the purpose of this Agreement, the terms listed below have the following meaning:

“**Lands**” means lands that form part of the Plan of Subdivision and are described in Schedule “A”.

“**Owner**” means each and every present or future owner of any property within the Subdivision, its heirs, executors, administrators, successors and assigns, and any other individual, association, partnership, corporation or contractor carrying out and work or works for the Owner. Where specific provision is made to the owner of certain lots, blocks or areas within the Subdivision, then said provision applies only to the owner of the specific property indicated, its heirs, executors, administrators, successors and assigns, and any other individual, association, partnership, corporation or contractor carrying out and work or works for the said owner of the specific property.

“**Works**” means every roadway, drainage system, ditch, berm, fence, light standard, or other improvement or feature constructed, installed or maintained in the Subdivision in accordance with the Subdivision Agreement.

2. BUILDING RESTRICTIONS AND COVENANTS

2.1 All agreements of purchase and sale for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses so that future owners will be aware of their obligations pursuant to the Subdivision Agreement. These obligations shall be covenants running with the lands for the benefit of the lands in the Subdivision.

2.2 Repair After Damage – If any damage is caused to any of the Works located on land within the Plan of Subdivision, as the result of any act or omission on the part of the Owner of the lot, then such Owner shall repair such damage or be proceeding diligently to repair such damage within a period of seven (7) days after delivery of written notice by the Township to the Owner, and the Owner agrees that in default thereof the Township may enter upon the land for the purpose of repairing the damage and shall recover the cost of the repair together with an amount equal to 30% of that cost as a fee for supervision and administration in like manner as municipal taxes under the *Municipal Act*.

2.3 The Owner shall save from destruction during construction, where possible, all trees and shrubs existing on the lots.

2.4 The report prepared by Paterson Group entitled Hydrogeological Study and Terrain Evaluation date July 17, 2015, will be made available to lot purchasers as a guide to development. In addition the Paterson Group follow-up letter dated March 2, 2016 shall also be provided;

3. SITE PLAN CONTROL

3.1 Every lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic systems, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the Township Zoning By-law) will require the submission of a slope stability assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning By-laws, the Ontario Building Code and all other applicable legislation.

4. NO ALTERATION OF SLOPE OR TO DRAINAGE

4.1 The Owner shall not alter the slope of the Lands described herein nor interfere with any drains established on the Lands, except in accordance with the approved drainage and grading plan, without the written consent of the Township. In addition the Owner agrees to maintain that part of its lands subject to a drainage easement free of buildings or other structures or new shade or ornamental trees.

5. WATER

5.1 The Owner acknowledges and agrees that the Township makes no guarantees as to the quality or quantity of the groundwater and bears no responsibility for any cost associated with any required solution to any groundwater problem.

- 5.2 The raw water found in the water supply aquifer system is considered to be hard. A residential grade water softener is recommended where these aesthetic parameters are deemed unsuitable to the Owner. If the use of water softeners are considered by the Owner, it is recommended that a separate water supply tap be installed. This tap should bypass the water softener to prevent the increased sodium concentration which will result by softening the water with sodium chloride.
- 5.3 All new wells shall be constructed such that the casing hole extends into sound bedrock at least 0.3 m as per Ontario Regulation 903, with a minimum casing length of 6 metres below grade.
- 5.4 The well casing can be seated in the upper Precambrian bedrock, and the open borehole extended to the preferred aquifer zone.
- 5.5 The creation of the casing hole, installation of the casing, and grouting of the annular space, should be inspected by a qualified Professional Engineer or Professional Geoscientist. All well construction must be carried out by a qualified, and experienced well technician.
- 5.6 Wells shall be developed to a sand free state in order to ensure that the residual turbidity created by the well drilling activities is completely purged from the well. Additional well development, prior to placing the well into use, is strongly recommended in order to provide adequate development of the formation and remove extraneous rock debris from the aquifer pathways. It is likely that a future well at this site will require additional well development. The additional well development should take place during well construction or alternatively take place during the mandatory pumping test set forth by Ontario Regulation 903.
- 5.7 All future water wells shall be completed such that the top of well casing is a minimum of 450 mm above the finished grade within a 3 m radius of the well head. Moreover, the grade shall slope away from the wellhead for a distance of at least 3 metres.
- 5.8 Individual future well owners shall carry out semi-annual verification of potability of the raw water supply, specifically bacteriological analyses (e.coli, and total coliforms). Moreover, the well owner shall maintain the wellhead and immediate area in accordance with the requirements of Ontario Regulation 903.

- 5.9 Heat pumps have not been approved for use in any of the lots within this subdivision and their feasibility shall be examined by a qualified hydrogeologist in order to avoid potential problems related to water supply and water quality. Prior to installation of any heat pump the hydrogeologist report shall be submitted to the Township.
- 5.10 Groundwater source (geothermal) heat pump systems (open loop) require the approval of the Ministry of the Environment, Conservation and Parks.
- 5.11 A water softener may be desired to reduce water hardness. An elevated concentration of total dissolved solids is due to the high concentration of dissolved ions in the water. Treatment may include a water softener for hardness and iron removal. Many water softeners or conditioners introduce sodium ion replacement of the calcium and magnesium ions that result in the hardness. The addition of sodium to the water supply may be of concern to users on sodium restrictive diets. A solution is to install a water treatment bypass line that can be used as a source of water for consumption.
- 5.12 Wells shall be constructed in accordance with the recommendations of the Hydrogeological Study and Terrain Evaluation dated July 17, 2015 by the Paterson Group.

6. **CULVERTS**

- 6.1 The Owner is responsible for the cost of supply and installation of driveway culverts, where such culverts are required by the Township, but the necessary construction and installation of such driveway culverts shall be carried out by the Township or its agent.

7. **SEWAGE SYSTEMS**

- 7.1 The Lands shall be made suitable for the installation of sewage systems prior to or at the building permit stage in accordance with the *Ontario Building Code Act*.
- 7.2 Sewage systems installed in the Lands are encouraged to be a tertiary-type conforming to the requirements of the Ontario Building Code.

8. REQUEST FOR A BUILDING PERMIT

8.1 The Township shall not be under any obligation to issue a building permit and the Owner shall not be entitled to receive a building permit until:

- (a) the road in front of the lot has been brought to within 100 mm of profile grade (top of asphalt) and the road has been connected by roads of a similar state of completion to the Township road;
- (b) such drainage work as is specified by the Grading, Drainage and Engineering Plans in Schedule "H" of the Subdivision Agreement has been completed;
- (c) a lot grading plan has been submitted that is satisfactory to the Township, verifying that the proposed grades meet the approved Grading, Drainage and Engineering Plans;
- (d) applicable Development Charges have been paid to the Township, and any applicable School Board Development Charges have been paid to the school boards;
- (e) the Owner has paid the Township's costs for placing on the lot a street civic address number as designated by the Township that is clearly visible from the street in front of the said building or structure;
- (f) the Owner has supplied and installed driveway culverts, if required, or has paid the Township to install and construct such a culvert, and the Owner has applied and paid for an entrance permit.

9. ASPHALT PAVING

9.1 Asphalt paving shall be completed within three (3) years of registration of the Subdivision.

10. BLASTING

10.1 Any blasting activities must be conducted by a certified blasting company. The blasts must be in accordance with Ministry of Environment Conservation and Parks guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure

compliance with applicable guidelines and regulations. Detailed blast records shall be maintained, following MECP recommendations regarding information requirements. Before blasting, the blasting contractor shall inspect well and foundations for properties that could be impacted.

11. LAWN LAMPS

- 11.1 The Owner shall install an automated photocell-operated or switch-controlled lawn lamp within two (2) metres of the front lot line of each lot (subject to variation to be approved by the Township should physical constraints be present) in accordance with specifications approved by the Hydro Electric Power Commission of Ontario. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot, which power shall be supplied at the expense of the owner of the dwelling unit. The owner of the dwelling unit shall maintain and keep in working order and regularly lit every night the said lawn lamp, including carrying out the replacement of bulbs and the repair of the line if such is damaged. Occupancy of any dwelling unit will not be permitted until the lawn lamp is installed.
- 11.2 The Owner shall install, maintain and operate a law lamp on the Lands which is to be kept lit during evening hours and to the satisfaction of the Township and that, in the event of default, the Township may enter the said lands and do such maintenance and repair as is required, all of which if necessary may be recovered under the *Municipal Act*, in like manner as municipal taxes.

12. ROADSIDE DITCHES

- 12.1 The Owner shall provide seeding or sodding of road side ditches and slopes in accordance with the specifications of the Township.

13. WATERFRONT LICENCE

- 13.1 A waterfront licence is required from Ontario Power Generation Inc. in order to gain access across the Lands to the river.

14. RECREATIONAL BLOCK

- 14.1 The Owner acknowledges and agrees that the Township takes no responsibility for the recreation block, being Block 17 on Plan 49M-105, (the “**Recreational Block**”) and further that the Township maintains all of its rights in respect of the collection of municipal taxes with respect to the Recreation Block.
- 14.2 The Owner acknowledges and agrees that it is intended that each Owner have a membership share in the not-for-profit corporation holding title to the Recreational Block and that each Owner shall be solely responsible for transferring its membership share in the Association to subsequent Owners.

15. ARCHAEOLOGICAL DISCOVERIES

- 15.1 Should previously undocumented archaeological resources be discovered, the site may be a new archaeological site and therefore subject to Section 48 (1) of the *Ontario Heritage Act*. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed consultant archaeologist to carry out archaeological fieldwork, in compliance with Section 48 (1) of the *Ontario Heritage Act*.
- 15.2 *The Cemeteries Act*, R.S.O. 1990 c. C.4 and the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33 (when proclaimed in force) require that any person discovering human remains must notify the police or coroner and the Registrar of Cemeteries at the Ministry of Consumer Services.
- 15.3 Archaeological sites recommended for further archaeological fieldwork or protection remain subject to Section 48 (1) of the *Ontario Heritage Act* and may not be altered, or have artifacts removed from them, except by a person holding an archaeological licence.

16. FUTURE DEVELOPMENT

- 16.1 The Owner acknowledges having been advised that the Plan of Subdivision constitutes the first phase of development of a larger subdivision which is planned to include the future

development of adjacent lands to the north east of the Subdivision being the remaining lands of Part 1 on Plan 49R-19434.

17. TELECOMMUNICATIONS

17.1 The Owner acknowledges having been advised that wireline communication/telecommunication servicing infrastructure is not available within the Subdivision.

18. MISCELLANEOUS

18.1 In this Agreement, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural.

18.2 No present, future, or past Owner of any lot or block within the Subdivision shall call into question directly or indirectly, in any proceeding whatsoever, in law or equity, or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained.

18.3 In all respect, if there is any conflict between the provisions of this Agreement and the Subdivision Agreement, the provisions of the Subdivision Agreement shall be deemed to prevail.

18.4 The foregoing covenants shall be covenants running with the lands described on the Plan of Subdivision, to the benefit of the lands in the Subdivision and shall be construed to form part of the building scheme described in more detail in the Subdivision Agreement.

18.5 This Agreement may be signed in one or several counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

DATED AT _____ this _____ day of _____, 2022.

IN WITNESS WHEREOF KDSA Development Corp. have set their hand or affixed their Corporate Seal of the company duly attested to by its property signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

By: _____
Name: Susan Anglin
Title: President

By: _____
Name:
Title:

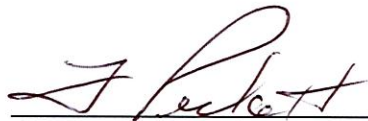
I/We have authority to bind the Corporation

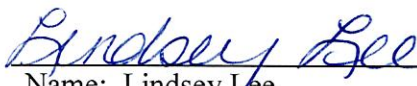
DATED AT the Township of McNab/Braeside this _____ day of _____, 2022.

IN WITNESS WHEREOF the Corporation of the Township of McNab/Braeside has hereto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED
in the presence of:

Corporation of the Township of
McNab/Braeside

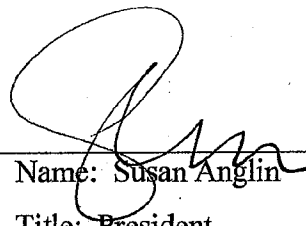
By: 
Name: Tom Peckett
Title: Mayor

By: 
Name: Lindsey Lee
Title: CAO/Clerk

DATED AT Ottawa this 6 day of June, 2022.

IN WITNESS WHEREOF KDSA Development Corp. have set their hand or affixed their Corporate Seal of the company duly attested to by its property signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:



By: Name: Susan Anglin
Title: President

By: Name:
Title:

I/We have authority to bind the Corporation

DATED AT the Township of McNab/Braeside this _____ day of _____, 2022.

IN WITNESS WHEREOF the Corporation of the Township of McNab/Braeside has hereto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED
in the presence of:

**Corporation of the Township of
McNab/Braeside**

By: _____
Name: Tom Peckett
Title: Mayor

By: _____
Name: Lindsey Lee
Title: CAO/Clerk

SCHEDULE "A"
DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

Lots 1 to 10 inclusive and Block 12 inclusive Plan 49M-113 all being part of PIN 57339-0261(LT), prepared by Fairhall Moffatt & Woodland Limited Ontario Surveyors registered in the Land Registry Office for the Land Titles Division of Renfrew (No. 49)