	The Corporation of the Township of NORTH STORMONT	Report No. PD-
		File No.
Agenda Date:	March 12, 2024	
Subject:	KIR - Removal of subdivision roads on GFL lands	
Attachments:	<input type="checkbox"/> North Grenville subdivision road example <input type="checkbox"/> Report - South Merivale Business Park.docx <input type="checkbox"/> subdivision agreement GFL property	

1.0 RECOMMENDATION

THAT the Council of the Township of North Stormont receive this report for information purposes

2.0 LEGAL DESCRIPTION

Concession 10, Part of Lot 12, former Township of Roxborough
 PIN 60115-0075 (LT)- Birch Road, Plan 354, North Stormont
 PIN 60115-0076 (LT)- Elm Avenue, Plan 353, Elm Avenue Plan 354, North Stormont
 PIN 60115-0077 (LT)- Cedar Street, Plan 353, North Stormont
 PIN 60115-0078 (LT)- Maple Road, Plan 353, North Stormont
 PIN 60115-0079 (LT)- Pine Street, Plan 353, North Stormont
 PIN 60115-0119 (LT)- Block "A", Plan 353 North Stormont
 PIN 60115-0122 (LT)- Road Allowance between Concession 9 & 10 Roxborough, except Part 1 of 52R6715 & Parts 1 and 2 of 52R7096 (closed by By-Law ST19052); Block "A" Plan 352; Block "H" Plan 353, Part of the North Half of Lot 13, Concession 9 Roxborough; Part of Lot 13, Concession 10 Roxborough being Parts 2 & 3 S145826, Part 7 of 52R5809 West of S77182, North Stormont known as Lafleche Road.

3.0 BACKGROUND

In 1981, two plans of subdivision (Plan 353 and Plan 354) for approximately 100 residential units on private services with commercial and industrial blocks were approved for lands on the west side of Highway 138 south of Highway 417. Subsequently, a subdivision agreement between the Township of Roxborough and Tayside Muck Farms Inc was registered on the property (attached). Approval of the subdivision included the condition to convey land

for future roads to the Township for a nominal amount (\$1), which was done at the time of registration. However, the subdivision and associated roads were never built or assumed, although the lands are officially a "public highway" under the Municipal Act.

The lands were later sold and ultimately purchased by GFL Environmental Inc. (GFL). The company does not wish to develop the approved subdivision and intends to use the property for future expansion of its adjacent landfill. In 2020 a by-law was passed to deem the lands to no longer be a plan of subdivision and remove these approvals from the property, however, the lands did not automatically merge into the larger GFL property due to the presence of unbuilt roads and land still owned by the original developer and the municipality. In 2023 a by-law was passed to discharge the subdivision agreement. The next step to remove the subdivision on title is to transfer the lands meant for future roads back to the property owner. Council declared those lands to be surplus at its February 20, 2024 meeting and initiated the road closure procedure.

4.0 POLICY CONSIDERATION

By-law 38-2016 is a by-law establishing a Policy for the Closure and Sale of Unopened Road Allowances. It should be noted that the subject lands are not considered an unopened road allowance, as they are an existing open (but unassumed) public highway. The by-law includes policies and procedures where a road allowance is sold to an adjacent landowner, but does not address scenarios where the municipality is subject to obligations under a subdivision agreement or an entire approved development is not proceeding. Regardless, the municipality is following that procedure by declaring the lands surplus and providing public notice of the intention to dispose of the lands.

5.0 ANALYSIS

This property is subject to a subdivision agreement that includes significant financial obligations for the Township, including:

1. Reconstruction of Lafleche Road at the Township's expense
2. Maintaining (and rehabilitating/replacing in the future) over three kilometres of municipal road
3. Providing a fire truck to service the development

Typically when an unopened road allowance is closed and sold, there is an appraisal completed and the land is sold for market value. However, the Township has no obligation to open or maintain an unopened road allowance and has no requirements for any future expenditures. In this case, the lands are not an unopened road allowance, having already been dedicated as public highway and the Township is subject to significant future financial obligations

under the subdivision agreement. Passing a deeming by-law, discharging the subdivision agreement, and transferring the land dedicated for roads back to the landowner eliminates millions of dollars in potential costs for the municipality.

Staff investigated similar situations in the City of Ottawa and the Municipality of North Grenville (attached) which also involved subdivisions not proceeding according to the original registered plan, with the developer either developing the lands as a single property or proceeding with a new plan of subdivision on the lands. In both cases, the municipality proceeded with a nominal (\$1) transfer of the unbuilt subdivision roads and the subdivision agreement registered on the title was mutually discharged. As noted in the City of Ottawa staff report "Given the elimination of the financial obligation to construct roads and services, it is the opinion of Legal Services that a conveyance for one dollar is in compliance with the prohibition on bonusing in the Municipal Act."

6.0 ENVIRONMENTAL CONSIDERATIONS

The approved plan of subdivision for approximately 100 residential units is no longer appropriate due to the presence of the existing landfill immediately to the west of the subject property.

7.0 RECOMMENDED CONDITIONS

n/a

8.0 ALTERNATIVES

Council has given notice of its intention to close the roadways and transfer them to the adjacent landowner. Council could decide not to proceed with the road closure, however, this is not recommended as the proposed road closure and transfer is associated with the discharge of the subdivision agreement and significant reductions of liability and future financial obligations.

FINANCIAL/STAFFING IMPLICATIONS

This item has been approved in the current budget: Yes No N/A
This item is within the approved budgeted amount: Yes No N/A
This item is mandated by the Provincial/Federal Government: Yes No N/A

Prepared By:

**Reviewed and
submitted by:**

**Submitted for Council
consideration by:**

A stylized handwritten signature consisting of the letters 'P' and 'Y' intertwined, with a horizontal line extending from the bottom of the 'Y'.

**Peter Young
Planner**

A handwritten signature in cursive script that reads 'K. Cozette'.

FOR OFFICE USE ONLY

0198409

CERTIFICATE OF REGISTRATION
GRENVILLE (15) PRESCOTT

2006 OCT 13 PM 2 55

LAND REGISTRAR

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 3 pages *frk*

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document BY-LAW

(5) Consideration ONE DOLLARS—00/100
Dollars \$ 1.00

(6) Description
Russell Road, Jeanland Avenue, Shane's Lane and Block 33
all as shown on Plan 1114
in the Geographic Township of Oxford
now in the Municipality of North Grenville
County of Grenville

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Schedule attached

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) OXFORD VILLAGE INC.

Signature(s) *[Signature]* Date of Signature
Y M D
2006 10 11

Martin Z. Black, President

I have authority to bind the Corporation.

(11) Address for Service c/o Suite 102, 1770 Courtwood Crescent, Ottawa, Ontario, K2C 2B5

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
vacant land

(15) Document Prepared by:
MARTIN Z. BLACK
102-1770 Courtwood Crescent
Ottawa, Ontario K2C 2B5

Fees and Tax	
Registration Fee	60
Total	60

THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE

BY-LAW NO. 35-06

*A By-Law to Close and Convey Unopened Municipal Road Allowances
In Plan 1114 (former Somerwynde Estates)*

WHEREAS the *Municipal Act 2001* sets out the procedures for the closing and conveyance of a highway;

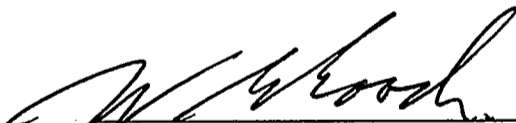
AND WHEREAS it is deemed expedient and in the interest of the Corporation of the Municipality of North Grenville that the unopened road allowances as identified on Schedule "A", attached, being Plan 1114, be closed and conveyed to the adjacent landowners;

NOW THEREFORE the Council of the Corporation of the Municipality of North Grenville enacts as follows:

1. Russell Road, Jeanland Avenue, Shane's Lane and Block 33, all as shown on Plan 1114, are hereby stopped up and closed and shall be deeded and transferred to Oxford Village Inc. At and for the sum of \$1.00.
2. The above noted parts of Plan 1114 shall be deeded in the exact same name as that registered in the Land Registry Office and shall become part of their existing parcel of land.
3. The Mayor and Clerk are hereby authorized to sign all necessary documents in connection with the transfer of the above noted Registered Plan.
4. Schedule "A" constitutes part of this by-law.
5. This by-law shall come into force and effect on the date of passing.

READ A FIRST AND SECOND TIME
THE 24TH DAY OF JULY, 2006.

READ A THIRD TIME AND PASSED
THIS 8TH DAY OF AUGUST, 2006.

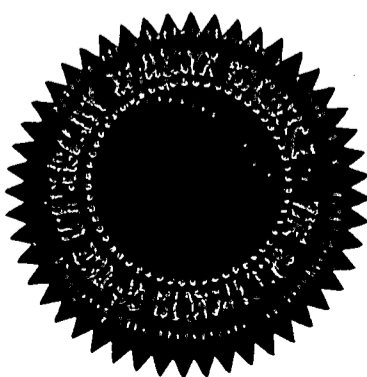


 BILL GOOCH
 Mayor

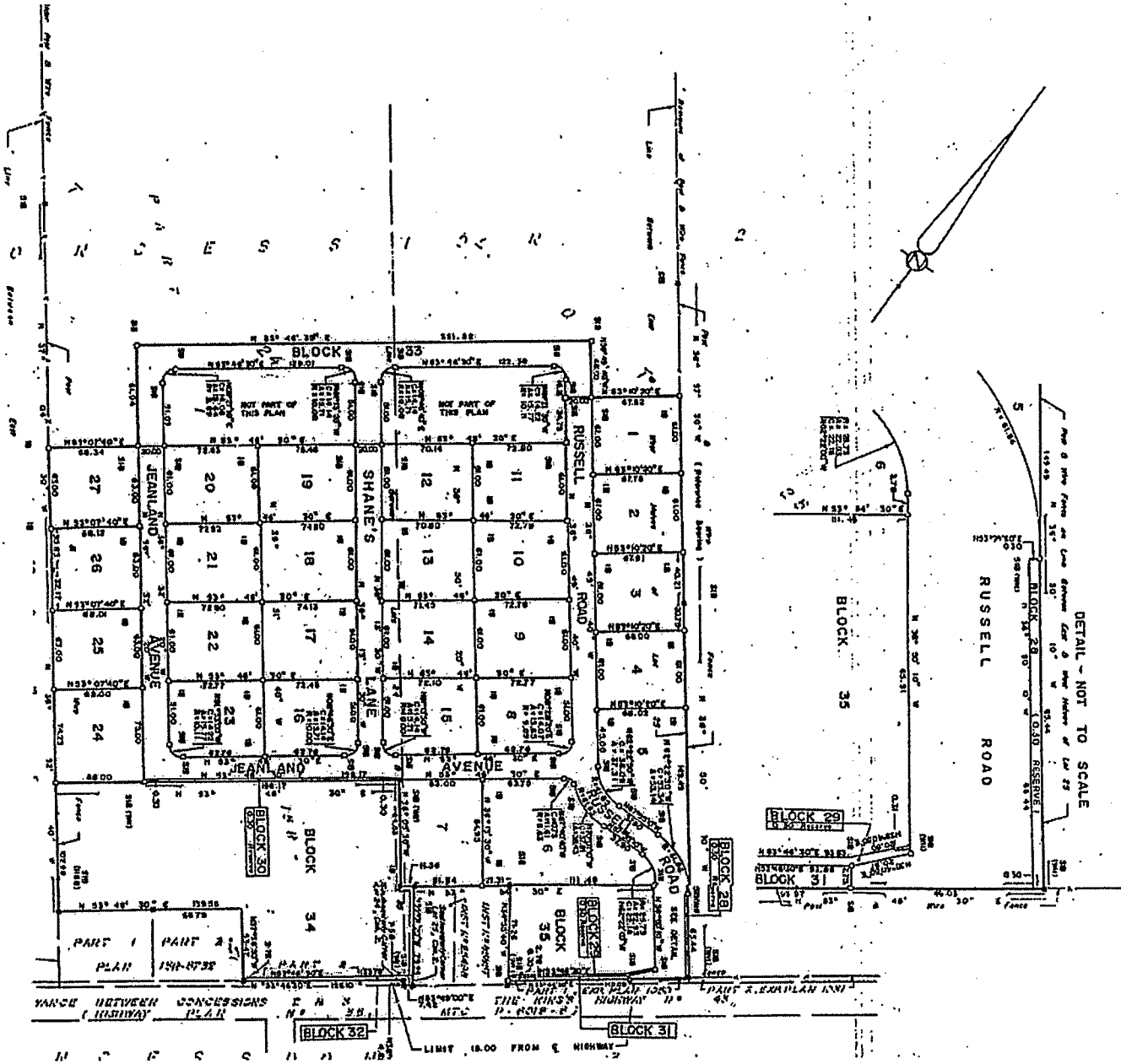


 HEATHER RENDER
 Deputy Clerk

CERTIFIED A TRUE COPY
 Date October 10, 2006
Heather Render
 Heather Render
 Deputy Clerk
 Municipality of North Grenville



Schedule "A" to By-Law No. 35-06



CERTIFIED A TRUE COPY

Date October 19, 2006

Heather Render

Heather Render
Deputy Clerk
Municipality of North Grenville

2. SOUTH MERIVALE BUSINESS PARK

PARC D’AFFAIRES DE MERIVALE-SUD

COMMITTEE RECOMMENDATION

That Council approve that the City convey to Zena-Kinder Holdings Ltd the lands described in Document 1 subject to the terms set forth in Document 2 for a consideration of \$1.

RECOMMANDATION DU COMITÉ

Que le Conseil municipal approuve que la Ville cède les terres décrites dans le document 1, à Zena-Kinder Holdings Ltd, pour un montant de 1 \$, sous réserve des modalités définies dans le document 2.

DOCUMENTATION/DOCUMENTATION

1. Director’s Report, Economic Development and Long Range Planning, Planning, Infrastructure and Economic Development, dated January 22, 2021, 2020, (ACS2021-PIE-EDP-0009)

Rapport du Directeur, Développement économique et Planification à long terme, Services de la planification, de l’infrastructure et du développement économique daté le 22 janvier 2021, (ACS2021-PIE-EDP-0009)

2. Extract of draft Minutes, Finance and Economic Development Committee, 2 February 2021

Extrait de l’ébauche du procès-verbal, Comité des finances et du développement économique, le 2 février 2021.

**Report to
Rapport au:**

**Finance and Economic Development Committee
Comité des finances et du développement économique
2 February 2021 / 2 février 2021**

**and Council
et au Conseil
10 February 2021 / 10 février 2021**

**Submitted on 22 January 2021
Soumis le 22 janvier 2021**

**Submitted by
Soumis par:
Don Herweyer
Director / Directeur**

**Economic Development and Long Range Planning / Développement économique
et Planification à long terme / Infrastructure and Economic Development
Department / Direction générale de la planification, de l'infrastructure et du
développement économique**

**Contact Person
Personne ressource:
Don Herweyer**

**Director / Directeur, Economic Development and Long Range Planning /
Développement économique et Planification à long terme
613-580-2424, 28311, Don.Herweyer@ottawa.ca**

**Ward: GLOUCESTER-SOUTH NEPEAN
(22) / GLOUCESTER-NEPEAN SUD (22)**

File Number: ACS2021-PIE-EDP-0009

SUBJECT: South Merivale Business Park

OBJET: Parc d'affaires de Merivale-Sud

REPORT RECOMMENDATION

That the Finance and Economic Development Committee recommend that Council approve that the City convey to Zena-Kinder Holdings Ltd the lands described in Document 1 subject to the terms set forth in Document 2 for a consideration of \$1.

RECOMMANDATION DU RAPPORT

Que le Comité des finances et du développement économique recommande au Conseil municipal d'approuver que la Ville cède les terres décrites dans le document 1, à Zena-Kinder Holdings Ltd, pour un montant de 1 \$, sous réserve des modalités définies dans le document 2.

BACKGROUND

As permitted by the *Ontario Municipal Act*, the former City of Nepean sought to establish business parks to promote employment. The City would acquire lands within the municipality, install the services in the area, including the establishment of roads, and then sell parcels within the business park to users, consistent with the zoning for the lands. Examples include the Colonnade and Rideau Heights Business Parks off of Merivale Road.

Consistent with this practice, the City of Nepean sought to acquire lands south of Fallowfield and west of Merivale Road for the establishment of a business park (the South Merivale Business Park) in the early 1990s. The original intent of the City was to acquire such lands through expropriation.

However, it was subsequently arranged between the three landowners and the City of Nepean to enter into an agreement for the development of the lands. Approximately one-quarter of the lands were conveyed to the City at no cost. In addition, the lands for the roads were conveyed to the City at no cost. A reference plan was deposited on the title of the lands which identified the roads that would be laid out and constructed.

The proposed development of the South Merivale Business Park was revised as a result of the establishment on site of JDS Uniphase. The acquisition of land by JDS Uniphase resulted in the evolution of the vision of the business park to a campus style development.

Subsequent to the conveyance of the former JDS Uniphase parcel to the RCMP, the remaining private owner (Zena-Kinder Holdings Ltd) of the undeveloped lands within

the business park has determined to proceed with a development on its lands that, while consistent with the functions of the lands as a business park, will not require the construction of the remaining unconstructed roads identified in the 1996 agreement. Such development of the lands will eliminate the outstanding obligation to construct the proposed roads and install the servicing identified in the 1996 agreement.

DISCUSSION

Estimates provided between 2016 and 2019 of the cost to construct the remaining roads and services identified in the 1996 agreement have ranged from seven to ten million dollars. While the 1996 agreement envisioned that the then City of Nepean would be able to recoup the cost of servicing all of the South Merivale Business Park from the sale of the lands that had been conveyed to Nepean, subsequent events, i.e. the sale of lands to JDS Uniphase, have resulted in such no longer being possible. As a result, there is no current funding source for the City to complete the servicing and road construction. The remaining road and servicing works are not eligible for Development Charge funding.

Given that the lands for the roads were made available to the City at no cost and that the reconveyance to Zena-Kinder Holdings Ltd and the termination of obligations under the 1996 agreement will remove a significant financial liability from the City, staff are recommending that the reconveyance be approved by Committee and Council.

The Corporate Real Estate Office (CREO) has circulated the proposed lands for disposition and no impediment to their conveyance has been identified. The value of the lands to be conveyed are significantly less than the estimated cost to construct roads and services.

RURAL IMPLICATIONS

There are no rural implications associated with this report.

COMMENTS BY THE WARD COUNCILLOR

Councillor Meehan is aware of this report

LEGAL IMPLICATIONS

There are no legal impediments to the adoption of the recommendation in this report. Given the elimination of the financial obligation to construct roads and services, it is the opinion of Legal Services that a conveyance for one dollar is in compliance with the prohibition on bonusing in the *Municipal Act*.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

ASSET MANAGEMENT IMPLICATIONS

There are no asset management implications associated with the recommendation of this report.

FINANCIAL IMPLICATIONS

The estimated cost of constructing the remaining roads and services is \$7 million to \$10 million (2016 – 2019 estimates); conveying the lands would alleviate the City's responsibility for these works. The value of the lands to be conveyed are significantly less than the estimated cost to construct the roads and services.

ACCESSIBILITY IMPACTS

There are no accessibility impacts associated with this report.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

TERM OF COUNCIL PRIORITIES

There are no Term of Council priorities impacted by this report.

SUPPORTING DOCUMENTATION

Document 1 Description of Lands to be conveyed

Document 2 Terms of Conveyance

DISPOSITION

Legal Services is to proceed with the preparation of releases and the conveyance of the lands identified in Document 1.

Document 1 – Description of Lands to be conveyed

Part 13 on Reference Plan 4R-9089, Save and Except Part 3 on Plan 4R-11133, and Save and Except Part 4 on Plan 4R-23595; and

Part 25 on Reference Plan 4R-9089 Save and Except Paragon Avenue on Plan 4M-1354 subject to a sewer easement being retained by the City where the sewer crosses Part 25, 4R-9089.

Document 2 – Terms of Conveyance

1. Lands sold on an “as is, where is” basis
2. City to be released from obligations in 1996 South Merivale Business Park Agreement
3. Zena-Kinder is to be released from obligations in 1996 South Merivale Business Park agreement.
4. City to reimburse Zena-Kinder for cost of reference plan
5. Transaction to close within 30 days of Council approval

8138318 22 pages + 3 plans 1

WITNESS WHEREOF the parties hereto have executed this agreement

SIGNED, SEALED AND DELIVERED in the presence of
THE CORPORATION OF THE TOWNSHIP OF ROXBOROUGH

George Crites Reeve
George Crites

W.E. Wright Clerk-Treasurer
W.E. Wright

~~Tayside Milk Farms, Inc.~~

THIS INDENTURE OF AGREEMENT made this 14TH day of July 1978

BETWEEN

TAYSIDE MUCK FARMS, INC.
hereinafter called the "Owner"

OF THE FIRST PART

AND

CORPORATION OF THE TOWNSHIP OF
ROXBOROUGH

hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner proposes to subdivide and register plans of subdivision on part of lot 13, lot 14, lot 15 and part of lot 16, Concession X, and lots 14, 15 and part of lot 16, Concession IX, of the Township of Roxborough. Part of this area is shown on the approved draft plans of subdivision prepared by Messrs. Donovan and Fleishmann Co. Limited.

AND WHEREAS the Owner purports to be the Owner of the said lands and has applied to the Township of Roxborough for approval to proceed with market gardening, industrial, residential and associated commercial development of these lands and such approval will be granted subject to the execution of this agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Township approving of the said development, and in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Township to the Owner (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:

NOTICES

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

This agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

1. In this agreement:

"Maintain" includes repair

"Owner" includes an individual, an association, a partnership or a corporation, or any agents or contractor carrying out any works for the Owner.

"Plan" or "Plan of Subdivision" or "Subdivision" means the draft plans of subdivisions approved by the Ministry of Housing and shown in Schedules A1 and A2.

"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:

- A1 & A2 Draft plans of subdivisions to which this agreement applies
- B Description of lands to which this agreement applies
- C Specifications for roads and grading
- D1 Work program
- D2 Work program - plan showing phasing
- E Maintenance requirements for roads
- F Time Program
- G Lands transfers and easements

3. Consulting Engineers

The Owner agrees to retain a Consulting Engineer to carry out all the necessary engineering and generally supervise the work required to be done for the development of the subdivision. Such Consulting Engineer or a successor thereto, shall continue to be retained until the work provided for in this Agreement is completed and formally accepted by the Township.

4. Scope of Work

- (i) The Owner agrees to forthwith arrange for the registration of Phase I of the approved draft plans Schedules A1 and A2 in accordance with the phasing in Schedule D2, and no work shall be undertaken prior to the approval of Schedule A1 by the Township.
- (ii) The Owner covenants and agrees to construct and install those elements of the work which are the responsibility of the Owner, hereinafter set forth in a good and workmanlike manner in accordance with the Time Program set out in Schedule F, and to the satisfaction of the Township Engineer, and to complete, perform and make payment for such other matters as may be provided herein.

(iii) If, in the opinion of the Township Council, the Owner should neglect or fail to renew or again perform such work as may be rejected by the Township Council as being or having defective or unsuitable, or should the Owner fail to carry out any maintenance required under this agreement, or should the Owner in any manner, in the opinion of the Township Council, make default in the performance of any of the terms of this agreement, then in any such case, the Township Council shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case, the Township Engineer shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner. In cases of emergency in the opinion of the Township Engineer, such work may be without notice. The cost of such work shall be calculated by the Township Engineer whose decision shall be final. The Township Engineer shall in all cases act in a reasonable manner and using his best discretion as if he were the prudent owner and developer.

5. Notice to Purchasers Included in Contracts of Sale and Purchase

The Owner covenants and agrees that all contracts of sale and purchase by the Owner of any lot within the subdivision shall contain the following clauses:

- (i) that lots shall be made suitable for septic tank systems prior to or at the building permit stage by the removal of muck and the placement of 5½ feet of approved granular fill in the locations and to the standards required by the Eastern Ontario Health unit in accordance with part VII of the Environmental Protection Act and Ontario Regulation 229/74 made under that Act.
- (ii) that where bedrock is encountered at less than 20 feet below land surface, wells drilled on those locations shall be cased and grouted to a minimum depth of 20 feet. Where bedrock is encountered at depths greater than 20 feet, well casings shall be adequately sealed into the bedrock to a minimum depth of 1 foot.
- (iii) that treatment of the ground water may be required for the control of iron and/or the removal of bacterial contaminants.
- (iv) that noise from traffic on Highway 138 may exceed the noise level criteria asset by the Ministry of the Environment for homes located closer than 100 feet from the highway.

6. Covenants in Deeds of Sale by Owner

The Owner covenants and agrees that all contracts of sale and purchase by the Owner of any lot within the subdivision shall contain the following provisions, which provisions shall be incorporated in all deeds from the Owner with the express intent that it shall be a covenant running with the lands for the benefit of the lands in the subdivision as a building scheme:

- (i) The purchaser of any lot for himself, his heirs, executors, administrators and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, without the written consent of the Township Engineer of the Township of Roxborough.
- (ii) The purchasers of lots 1-18, 28-38, 53, 59-62, 66, 72-81 on Schedule "A1" for himself, his heirs, executors, administrators and assigns, covenants and agrees to maintain in good order the buffers indicated on said lots, and no trees shall be cut or removed by them without express consent of the Township Council. Additional suitable vegetation such as trees, shrubs and grass may be used by the purchaser of the lot or the Township to thicken up the visual screens provided by the buffer.
- (iii) The purchaser of any lot for himself, his heirs, executors, administrators and assigns, consents and agrees that his ownership shall comprise one single family lot shown on Schedule A1 and one or more market garden lot(s) shown on Schedule A2, or located in part of lot 16 and lots 17, 18, 19, 20 and 21, Concession IX, Township of Roxborough, which the Owner intends to subdivide and that the building lot shown on Schedule A1 and one of the aforesaid market garden lot(s) shall be deemed to be one lot and indivisible for a period of twenty-five years after the signing of this agreement except that a permanent employee or owner of any business located in Blocks A, B, F and G, Schedule A1, or a full-time labourer on a market garden lot(s), may purchase a lot shown on Schedule A1 without being obliged to purchase one or more of the aforesaid market garden lots. Furthermore all deeds of transfer of land indicated on Schedules A1 and A2 or located in part of lot 16 and lots 17, 18, 19, 20 and 21, Concession IX, Township of Roxborough, shall be registered in the Registry Office of the Counties of Stormont, Dundas and Glengarry located in the City of Cornwall and a copy of such registered deed of transfer shall be immediately provided to the Clerk-Treasurer of the Township of Roxborough by the purchaser.
- (iv) The purchaser of any lot shown on Schedule "A1" for himself, his heirs, executors, administrators or assigns consents and agrees that as soon after securing the right to do so from the Owner he will construct, or arrange to have constructed, and within twelve (12) months occupy his house on the aforesaid lot.

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- (v) The Township shall have the right to clean out all drainage ditches at the expense of the purchaser of land occupied by said drainage ditches and should the purchaser of a drainage ditch shown on said plans fail to carry out proper maintenance of the drainage ditch(s) on his land then the Township Council shall promptly notify the purchaser in writing of such default and such notification shall be fulfilled if said notification is delivered to the purchaser's place of residence, and if such notification be without effect for seven days the Council may arrange for the proper completion of said work at the cost of the purchaser.

7. Owner's Responsibilities

The Owner hereby agrees to undertake the following works at his cost:

(a) Drainage

The Owner hereby agrees to construct or reconstruct all works necessary to provide proper drainage of all lands included in the subdivision and adjacent market garden lands in accordance with plans and specifications approved by the Township engineer. Such plans and specifications shall provide for such drainage to be provided by a system of open drainage ditches and culverts.

(b) Wells and Sewage Disposal

All wells, septic tanks and tile beds, and disposal system(s) for industrial waste, will be located in and constructed by the Owner at his cost to plans and specifications satisfactory to the Eastern Ontario Health Unit.

(c) Grading

As soon as the septic tanks and tile beds mentioned in (b) above have been installed, the Owner at his cost agrees to regrade the land in accordance with the grading plan approved by the Municipality.

(d) Roads

- (i) The Owner agrees to construct or reconstruct at his cost the roads shown on the plan approved by the Municipality, in accordance with Schedule "D2", and with the phasing indicated in the time program Schedule "F".

The Roads on Schedule "D2" are as follows:

Road No. 1 - from the Concession Road northly and then easterly to Highway #138.

Road No. 2 - from its intersection with Road No.1 northerly to Block D, thence easterly across Tayside Ditch, thence southerly to meet Road No.1.

Road No. 3 - from its intersection with Road No.2 northerly to Block E thence easterly, northerly, north westerly, and northerly to meet Road No.4 at Block G.

Road No. 4 - from its intersection with Road No.3 westerly to Block D thence northerly to Block G, thence easterly to Highway #138.

Road No. 5 - from Highway #138 to meet Road No.3.

- (ii) The reconstruction of the Concession Road between Concessions IX and X in lot 13 shall be undertaken by the Owner at his cost.
- (iii) The Township shall reconstruct the Concession Road between Concessions IX and X in lots 14, 15 and the east half of lot 16 to standards of a township farm road at its cost and maintain it in that condition.
- (iv) When requested by the Owner the reconstruction of the Concession Road between Concessions IX and X westerly from the midpoint of lot 16, Concession X will be undertaken by the Township, to standards of a township farm road at its cost and maintain it in that condition.
- (v) Upon completion of each phase of the program the Owner shall maintain the roads described in (i) above in good repair and order to the satisfaction of the Township Engineer as set out in Schedule "E" for a period of one year from the date of completion of the roads in each phase of the time program, Schedule "F".
- (vi) Before applying for final acceptance of any of the works or part thereof, the Owner shall supply the Township with a statutory declaration that all accounts for work and materials have been paid except normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner. The performance by the Owner of its obligations under this agreement to the satisfaction of the Township Engineer shall be a condition precedent to the acceptance by the Township Council of the said works.
- (vii) When the Township Engineer is satisfied that those works set out in this agreement which shall be vested with the Township or any part thereof have been executed in accordance with this agreement and the Township standards; specifications and requirements have been complied with; and has also been satisfied that all Township accounts have been paid, and maintenance requirements met, he will forthwith present a report to the Township Council stating that the work or any part thereof has been completed satisfactorily and are in the required condition for them to be assumed by the Township. Acceptance of any of the works or any part thereof shall be evidenced by resolution of Council.

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(viii) Upon the said resolution being passed, the ownership of the works, shall be vested in the Township by the Owner and the Owner shall have no claim or rights thereto, other than those accruing to it as owner of the remaining lands.

(e) Fencing

The Owner agrees to erect at his cost a 42" 8-strand wire fence between the Tayside Drain and Block C, Block F and Road No.3.

(f) Landscaping

The owner agrees at his cost to do the landscaping shown on the plan approved by the Township, that is:

- (i) plant one(1) tree on the boulevard in front of each residence;
- (ii) grade, seed with grass and plant trees in park Blocks "C", "D" and "E"; and
- (iii) plant trees and/or shrubs on the buffer strips.

Such trees shall comprise red maples, willows, cedars, ash, spruce, Lombardy poplars or the equivalent.

(g) Hydro and Telephone Installations

- (i) The Owner shall arrange with the appropriate Hydro Electric Commission and Telephone Company for the installation of such services to the subdivision and for the provision of easements required for such installations.
- (ii) The Owner shall pay any costs involved in relocating any existing services, including hydro and telephone plants required by the construction of the works in the subdivision.
- (iii) The Owner shall arrange with the appropriate Hydro Electric Commission for the installation of street lighting using the poles along the street needed for power distribution.

(h) Fire Protection

The Owner agrees to provide three underground tanks for storing water each having a minimum capacity of 5,000 gallons in the locations shown on Schedule "D2" and will make available space in a suitable ^{HEATED} garage or shed for the storage of a fire truck which the Township agrees to provide at a later date by authority of Council.

W. Bell
[Signature]
[Signature]

8. Land Dedication and Easements

- (i) At no cost to the Township, the Owner will obtain and grant onto the Township the title to and easements over lands described in Schedule "G", and the Township by by-law shall accept such titles and easements. The titles and easements for the said lands shall be delivered to the Township Clerk-Treasurer by the Owner in accordance with the time program Schedule "F".
- (ii) When the reconstruction of the Concession Road between Concessions IX and X in lot 13 is undertaken by the Owner the Township will provide 13' in lot 13 Concession IX needed to provide a 66' right-of-way.
- (iii) When the Concession road between lots 14, 15 and the east half of lot 16 is reconstructed by the Township, the Owner will provide the 13' strips in Concessions IX and X needed to provide a 66' right-of-way.
- (iv) When the construction and reconstruction of the Concession Road between Concessions IX and X westerly from the midpoint of lot 16, Concession X is undertaken by the Owner and the Township, but in this case the Township will provide the 13' in Concession X needed to provide a 66' right-of-way.

9. Road Survey Marks

The Owner undertakes and agrees that it will, not earlier than thirty(30) days before acceptance by the Township of each phase of road construction set out in Schedule "F", file with the Township Clerk-Treasurer a certificate signed by a registered Ontario Land Surveyor to the effect that such surveyor has found or replaced all standard iron bars or monuments shown on the registered plan of subdivision, and the Township shall not be obliged to accept such roads as being completed in accordance with this agreement until such certificates have been filed.

10. Financial Requirements

- (i) (a) Before commencing any work of development on the road system within the hamlet area, the Owner shall supply the Township with a deposit in the form of a Performance and Maintenance Bond or letter of credit satisfactory to the Township or provide the equivalent amount in cash.
- (b) The amount of said deposit shall be based on 50% of the estimated cost of installing the roads in each of the phases of the development. The 1978 estimated costs are as follows:

- Phase 1 - \$ 130,000
- Phase 2 - \$ 150,000
- Phase 3 - \$ 75,000
- Phase 4 - \$ 200,000
- Phase 5 - \$ 90,000

- (c) It is agreed that the deposit covering the construction of each phase of the road work shall be in effect from the date of the commencement of construction until the acceptance of the roadway(s) in each Phase by the Township Engineer, provided the Township Engineer shall inspect the road work forthwith upon being advised by the Owner that portions of the road construction work in each Phase has been completed and may authorize the reduction of the deposit in accordance with Section 10 (ii).
- (d) The deposit covering the maintenance of roadways in the Phases set out above shall amount to \$10,000.00 for each phase and shall be effective from the acceptance by the Township Engineer of the road work in each phase of the project and continue for one year as set out in Section 7 (v).
- (ii) After having first notified the Owner, the Township, by resolution of the Council, may at any time authorize the use of the Bond(s), letter of credit or cash mentioned in clause 10(i) hereof to pay the cost of any work that the Township Engineer deems necessary to rectify default by the Owner or its assigns, or to pay the cost of road work for which the Owner is liable under this agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance. It is understood and agreed that the deposits, or so much thereof as the Township Engineer deems satisfactory, shall be held by the Township until final acceptance of the works, except where any part is used pursuant to this clause, provided that where a deposit is made pursuant to Clause (i) hereof the Township Engineer may authorize the reduction of such deposit as the road work proceeds on the various phase of the work. The Owner agrees that the Township shall have the option in its discretion to use the deposit and the Owner acknowledges that the deposit is also required with respect to the maintenance and warranty commitments herein.
- (iii) Before commencing any of the work provided for herein, the Owner shall supply the Township Clerk with a Liability Insurance Policy in an amount of \$1,000,000.00 which shall indemnify the Township from any loss arising from claims for damages, injury or otherwise in connection with the work done by or on behalf of the Owner on the subdivision. In the event any renewal premium is not paid, the Township in order to prevent the lapse of such Liability Insurance Policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within ten (10) days of the account therefore being rendered by the Township. It shall be the responsibility of the Owner to notify the Township of the dates for the renewal of the premium of the said policy and to supply proof that the premium has been paid in order that the guarantee provided by the Liability Insurance Policy shall not lapse.
- (iv) The Owner agrees to pay the Township for the engineering services of the Township Engineer at the rate of payroll costs times 2.0 for review of plans and specifications and for site inspections during the course of construction.

Payroll costs shall be actual salary plus the going allowance, not to exceed 20%, for fringe benefits.

In addition, the Owner shall pay for all disbursements and expenses properly incurred by the Township Engineer and his staff in the performance of his services. Copies of detailed invoices of the disbursements and expenses paid by the Township shall be delivered by the Township to the Owner forthwith on receipt of the invoices from the Township Engineer.

The Owner covenants and agrees that he shall pay forthwith to the Township or the Township Engineer amounts equivalent to the total amounts of accounts rendered for fees and out-of-pocket expense in connection with the development. Interest will be charged on all accounts over 30 days from date of billing at 2% above Prime Bank rate.

THIS IS SCHEDULE "B" To a Subdivision Agreement between Tayside Muck Farms Inc. and the Corporation of the Township of Roxborough.

This Subdivision Agreement applies to the following lands situated in the Township of Roxborough, in the County of Stormont, more particularly described as follows:

- (i) The whole of lots 14, 15 and the easterly half of 16, Concession IX, and lots 13-15 and the easterly half of lot 16, Concession X, Township of Roxborough as shown on the Draft Plans, Schedules A1 and A2, and to
- (ii) The west half of lot 16 and lots 17-21 including Concession IX, Township of Roxborough.

SCHEDULE "C"
STANDARD ROADWAYS SPECIFICATIONS

1. Right-of-Way shall be at least 66 ft.

2. Clearing and Grading

(a) The road allowance shall be cleared of all trees and other obstructions for such widths as are required for the proper installation of all roads, services and other works as hereinafter provided.

(b) In all cases:

(i) top soil shall be stripped for the complete width of the sub-grade;

(ii) rough grading shall be done to bring the travelled portion of the road to the necessary grade;

(iii) minimum grade shall be 0.3 ft. in 100 feet and maximum grade, 5 feet in 100 feet.

(iv) the sub-grade for all roads shall be properly shaped and thoroughly compacted before any application of granular base course materials.

(c) In the case of roads within the hamlet, where the peaty material does not exceed 4 ft. in depth, it shall be removed and granular material substituted for it.

3. Granular Base Course for Hamlet Roads

(a) Eight inches (8") compacted depth of granular "B" material for a width of 30 ft.

(b) Five inches (5") compacted depth of granular "A" material for a width of 28 ft.

4. Wearing Surface for Hamlet Roads

Streets shall be surfaced with Hot Mix Asphalt pavement to a depth of 1-1/2 inches and a minimum width of 20 ft. and shall be completed to the satisfaction of the Council before the streets are accepted by the Township of Roxborough. Hot mix asphalt shall be in accordance with M.T.C. standards.

5. Ditches

All ditches to be constructed in accordance with the approved drainage plan and to be carried to adequate outlets. All side slopes on the roadway, including ditch slopes, are to be seeded and mulched.

6. Culverts - Under Road and Entrances

C.S.P. culverts to have minimum diameter of 18" or larger as determined by the Consulting Engineer. All culverts must be of sufficient length to provide for a slope from the shoulder of the road or entrance to the ditch bottom of 2 horizontal to 1 vertical.

7. Culverts - For Crossings of Tayside Drain

C.S.P. culverts with minimum diameter to be the lesser of the requirements of one hundred year flood level or the existing culvert carrying the Tayside Drain beneath Highway #138.

SCHEDULE "D1"
WORK PROGRAM

The work will be carried out in five (5) phases as shown on Schedule D2 and as follows:

A - PHASE 1

1. Phase 1 comprises the development part of the area bounded by:

The dividing line between Township lots 13 and 14, the north boundary of lot 10, the north boundary of lot 100, the north and east boundaries of lot 102, the north side of Road No. 1, the west and north boundaries of lot 84, the north boundary of lots 83, 82, 81, the west boundary of Highway #138, the south boundaries of lots 1-8 inclusive and the south side of Road No. 1.

2. This work includes the improvement of the existing storage building located in Block B or instead the construction of a new building, the erection of houses on lots 1-10, 81-84 and 100-102, the construction of Road No. 1, the construction of Road No. 2 to provide access to houses on lots 9, 10, 100 and 101 and minor improvements to the Concession road between Concessions IX and X in lot 13.

3. The concession road between Concession IX or X will be improved from lot 13 westerly to the Fraser Drain by the Township.

4. Detailed work will be as follows:

- (a) the removal of water from the peaty material by a system of surface drains and/or tiles;
- (b) the construction of Road No. 1 including the installation of a culvert over the Tayside Drain;
- (c) the installation of system tanks and tile beds for each residential lot and for the storage building;
- (d) the provision of wells for each residential lot;
- (e) the construction of the driveways;
- (f) the construction of the houses, those on lots 1-4 and 81-84 without basements;
- (g) the regrading of the lots;
- (h) the landscaping of the lots, including the planting of one tree per lot; the planting of the buffer strip along the west side of Highway #138 on lots 1, 72-81, 66 on the south side of lots 1-8, and the west side of lots 9 and 10;

- (i) the resurvey of the lots;
 - (j) rough grading and fill removal from area comprising Phase 2 as may be necessary to provide for the fill deficiency and the rough grading required in Phase 1;
5. The preparation of the draft plan for the development of the balance of lot 16, lots 17, 18 and 19, Concession IX, Roxborough.
 6. Irrespective of the phasing, it is intended to proceed with the development of Block G as soon as it is economically feasible to do so. The commencement of this development will require the construction of Road No. 4 from Highway #138 to the west side of lot number 56.

B - PHASE 2

1. Phase 2 comprises:
 - (a) The developed part of the area bounded by: the north boundary of Phase 1, the dividing line between Township lots 14 and 13, the north boundary extended of lot 18, the west and north boundary of lot 19, the west boundary of lot 21, the west and north boundary of lot 22, the north boundary of Road No.5, the west and north sides of Block F, the west side of Highway 138, the south sides of lots 66-69, the west side of lot 69, the south side of Road No.5, the west side of Tayside Drain.
 - (b) Blocks A and B.
2. This work includes initial development of Industrial Blocks A and B with storage building(s), the erection of houses on lots 11-22, 66-69 and 93-99, commencement of commercial block F, the landscaping of park block "C", and further improvement to the Concession Road shown on Schedule A2.
3. The improvement of the Concession Road between Concession IX and X from lot 13 westerly from the Fraser Drain to the west boundary of lot 18 to be carried out by the Township.
4. Detailed work will be as follows:
 - (a) the removal of water from the peaty material by a system of surface drains and/or tiles;
 - (b) the construction of Roads No. 2 and No. 3 to the intersection with Road No. 5 and the construction of Road No. 5;
 - (c) the installation of septic tanks and tile beds for each residential lot, and when appropriate the disposal systems for Blocks A, B and F.

- (d) the provision of wells for each residential lot and a suitable water supply system for Blocks A, B and F;
 - (e) the construction of the driveways;
 - (f) the construction of the houses.
 - (g) the regrading of the lots.
 - (h) the landscaping of the lots, park Block "C", the buffer strips on the west side of lots 11-18 and the boulevards including the planting of street trees, one per lot.
 - (i) the provision of the southerly two underground water storage tanks needed for fire protection;
 - (j) the resurvey of the lots.
5. The development of market garden plots in lots 16, 17, 18, Concession IX, Roxborough.

C - PHASE 3

1. Phase 3 comprises the development of the area bounded by the west side of highway #138, the north side of Phase 1, the east side of Tayside Drain and the south side of Phase 2.
2. The work includes further development of Industrial Blocks "A" and "B", the erection of houses on lots 70-80 and 85-92 and further development of Commercial Block "F".
3. The improvement of the Concession Road between Concessions IX and X from the west boundary of lot 18 westerly to the Township boundary to be carried out by the Township.
4. Detailed work will be as follows:
 - (a) the removal of water from the peaty material by a system of surface drains and/or tiles.
 - (b) the construction of Road No. 2 from Road No. 1 to the west side of Tayside Drain.
 - (c) the installation of septic tanks and tile beds for each residential lot.
 - (d) the provision of wells for each residential lot.
 - (e) the construction of the driveways.
 - (f) the construction of the houses - basements will not be provided.
 - (g) the grading of the lots.

- (h) the landscaping of the lots, Block D, and the boulevards including the planting of street trees, one at each lot.
 - (i) the resurvey of the lots.
5. The development of the market garden plots on lands in lots 19, 20 and 21, Concession XI, Roxborough.

D - PHASE 4

1. Phase 4 comprises the development of the area bounded by the north side of Phase 2, the north side of Road No. 5, the south and west boundary of lot 23, the west side of lots 24 and 25, the west and north sides of lot 26, the east and north boundary of lot 45, the east side of lots 43-39 and 36, the north boundary of lot 37, the north and east boundary of lot 38, the north side of Road No. 4 and the west side of Highway #138.
2. This will include further construction of industrial buildings on Blocks "A" and "B", the erection of houses on lots 23-26, 37, 38, 46-65 and further work on the commercial components of the development and the development of park Block "E".
3. Detailed work will be as follows:
 - (a) the removal of water from the peaty material by a system of surface drains and/or tiles.
 - (b) the construction of the remainder of Road No.3 and the construction of remainder of Road No.4 from Road No.3, easterly to Highway #138.
 - (c) the installation of septic tanks and tile beds for each residential lot.
 - (d) the provision of wells for each residential lot.
 - (e) the construction of the driveways.
 - (f) the regrading of the lots.
 - (g) the construction of the houses.
 - (h) the landscaping of the lots, park Block "E", the buffer strips on lots 28-38, 53, 60-62, and the boulevards including the planting of street trees, one for each lot.
 - (i) the provision of the northerly underground water storage tank required for fire protection;
 - (j) the resurvey of the lots.

E - PHASE 5

1. Phase 5 comprises the development of the balance of the project.
2. This phase will include further construction of industrial buildings on Block A & B, the erection of homes on lots 27-35, 39-45, further work on the commercial components and the development of Park Block "C".
3. Detailed work will be as follows:
 - (a) the removal of water from the peaty material by a system of surface drains and/or tiles.
 - (b) the completion of Road No.4.
 - (c) the installation of septic tanks and tile beds for each residential lot.
 - (d) the provision of wells for each residential lot.
 - (e) the construction of the driveways.
 - (f) the regrading of the lots.
 - (g) the construction of the houses.
 - (h) the landscaping of the lots, park Block "C" and the boulevards, including the planting of street trees, one for each lot.
 - (i) the resurvey of the lots.

F - SUBSEQUENT DEVELOPMENT

Subsequent development depends on the economic and social viability of the industrial and commercial components. It is likely that further work will be carried out on many aspects of the whole project.

SCHEDULE "E"

MAINTENANCE REQUIREMENTS FOR ROADS

During the construction and building operations until the roads are assumed by the Township, the Owner agrees:

1. To keep all roads stoned and graded to the satisfaction of the Township Council.
2. To maintain reasonable access at all times for all residents and for Township services such as firefighting, etc.
3. To maintain all roads in a dust-free condition.
4. On or before the 10th day of October in each year, the Township Engineer shall give in writing to the Owner such directions and instructions as he deems necessary for bringing up the roads in each phase which have not been dedicated to the Township to a satisfactory condition for the winter months. The requirements in this respect shall be that the roads shall be sufficiently well stoned and graded as to minimize the chances of damage to snowplows. All work required in this connection shall be completed before the first day of November.

If the Owner or his contractor does not perform the works enumerated above to the satisfaction of the Township Engineer, upon six days written notice to the Owner, the Township Engineer may order this work required in this connection shall be completed before the first day of November. Such work will be billed to the Owner based on the current hourly rate in effect.

Damage done to roads by machinery employed by the Owner whether within the hamlet or outside, will be repaired at the Owner's expense.

SCHEDULE "F"

The Owner agrees that to the best of his ability and resources he will undertake the work set out in Schedule D1 and D2 of the Agreement subject to the following conditions:

1. Despite the aforesaid work program the construction of the commercial and industrial components of the project, other than the washing and packaging plant and the storage buildings, will proceed either earlier or later than set out in Schedules D1 and D2 based on their economic viability at the time. Accordingly, the Owner and the Township agree that rate of development of the major industrial components and Highway Service Centre will be governed by their economic viability such as the financing available and the availability of markets for the produce.
2. The completion of the housing will be in accordance with the phases set out in Schedule D1 and D2, as follows:
 - (a) Phase 1 will commence as soon as possible after this agreement has been executed and the Ontario Municipal Board has approved Roxborough Zoning By-law No. 804, April 17, 1978.
 - (b) Phase 2 may commence as soon as construction has started on 50% of the houses in Phase I and 20% of the houses in Phase I have been occupied.
 - (c) Phase 3 may commence as soon as construction has started on 100% of the houses in Phase I and 50% of the houses in Phase II.
 - (d) Phase 4 may commence as soon as construction has been completed on Phase 2.
 - (e) Phase 5 may commence as soon as construction has been completed on Phase 3.
3. Other construction such as the building of roads, the installation of septic tanks and tile beds, the drilling of wells, and the grading will be so coordinated as to be available when the buildings and the houses have been completed.

SCHEDULE "G"

Lands to be Transferred or Easements Provided by the Owner to the Township

1. In accordance with the phasing set out in Schedule "F" the following lands will be transferred to the Township, namely:
 - (a) As shown on Schedule "A1"
 - (i) Park blocks "C", "D" and "E".
 - (ii) Rights-of-way for roads numbered 1, 2, 3, 4 and 5.
 - (iii) The 50 ft. block containing the Tayside Drain.
 - (iv) Block N for road widening.
 - (v) One foot reserve abutting and west of Road No.1.
 - (b) As shown on Schedule "A2"
 - (i) Blocks "A" and "B" required for road widening.
 - (c) Located in the west half of lot 16, lots 17, 18, 19, 20 and 21 Concession IX Township of Roxborough, a 13' strip of land lying south of, and parallel to, the Concession Road between Concessions IX and X to be used for road widening.

2. In accordance with the phasing setout in Schedule "F", easements over the buffer strips Block H, I, J, K, L, shown on Schedule "A1", will be provided to the Township.

DATED: **138318**
JULY 4th, 1978

TAYSIDE MUCK FARMS, INC.

-and-

STORMONT

CORPORATION OF THE TOWNSHIP OF
ROXBOROUGH

AGREEMENT

PROPERTY OF LAND
REGISTERED OFFICE

No. **138318**

Land Registry Division of Stormont (No. 52)
I CERTIFY that this instrument is registered as of

11 A. M. in the

JUN 11 1980

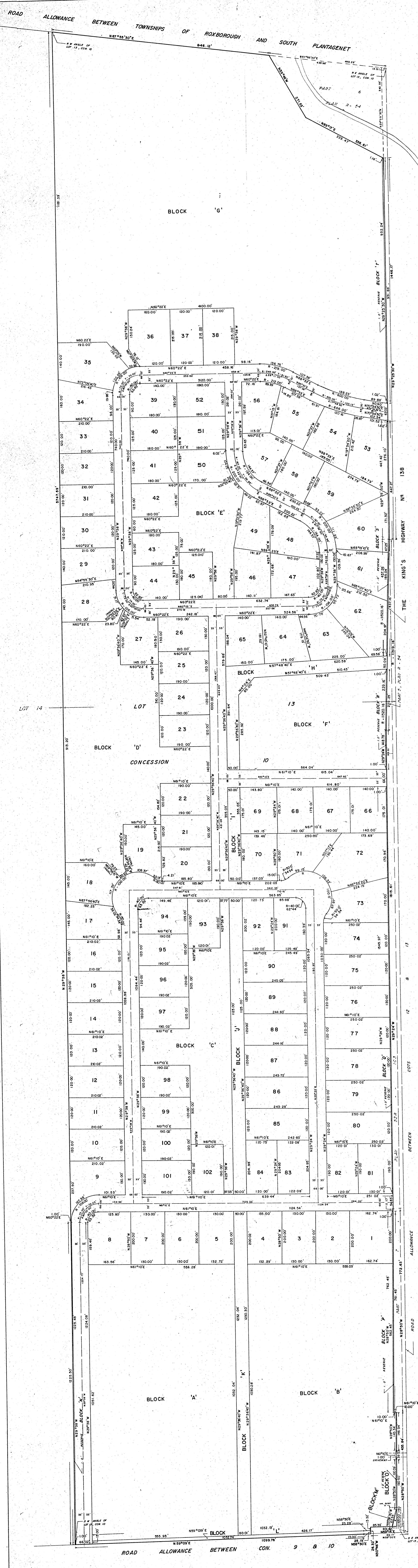
FRCD + 8

Land Registry
Office at
Cornwall
Ontario.
J.A. McNamee
Land Registrar

28.00

Ray
~~PA 13, 14, 15 + 16 - 10~~
~~lots 14, 15 + PA 16 - 9~~
lots 17, 18, 19, 20 + 21 ✓
lots 14, 15 + 16 - 9 ✓
lots 13, 14, 15 + 16 - 10 ✓

13836



PLAN SHOWING
 PART OF LOT 13, CONCESSION 10
 TOWNSHIP OF ROXBOROUGH
 COUNTY OF STORMONT
 SCALE 1" = 100'

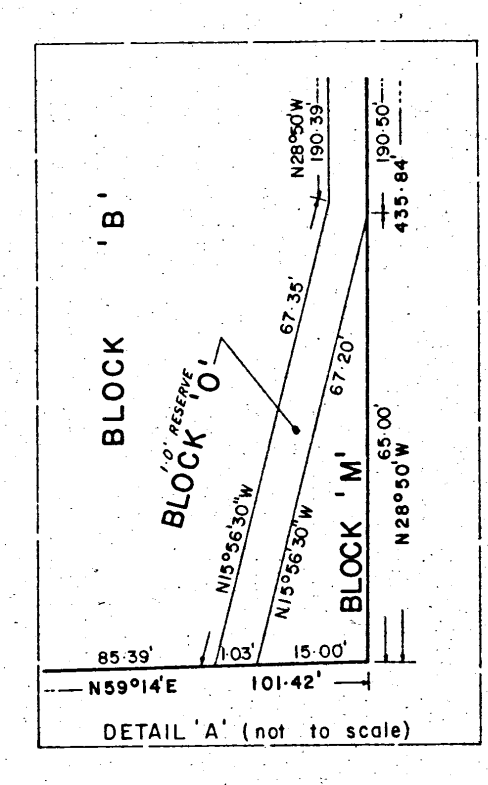
Schedule A I

TABLE OF AREAS

LOT	AREA (Ac)	LOT	AREA (Ac)
1	325.48	56	26.764
2	260.00	57	270.11
3	260.00	58	252.00
4	262.72	59	326.74
5	260.00	60	368.11
6	260.00	61	320.89
7	260.00	62	415.44
8	260.00	63	280.40
9	260.00	64	245.01
10	260.00	65	245.01
11	260.00	66	245.01
12	260.00	67	245.01
13	260.00	68	245.01
14	260.00	69	245.01
15	260.00	70	245.01
16	260.00	71	315.55
17	260.00	72	245.01
18	260.00	73	325.97
19	260.00	74	320.01
20	260.00	75	320.01
21	260.00	76	320.01
22	260.00	77	320.01
23	260.00	78	320.01
24	260.00	79	320.01
25	260.00	80	320.01
26	260.00	81	247.01
27	260.00	82	260.00
28	260.00	83	260.00
29	260.00	84	260.00
30	260.00	85	260.00
31	260.00	86	260.00
32	260.00	87	260.00
33	260.00	88	260.00
34	260.00	89	260.00
35	260.00	90	260.00
36	260.00	91	260.00
37	260.00	92	260.00
38	260.00	93	260.00
39	260.00	94	260.00
40	260.00	95	260.00
41	260.00	96	260.00
42	260.00	97	260.00
43	260.00	98	260.00
44	260.00	99	260.00
45	260.00	100	260.00
46	260.00	101	260.00
47	260.00	102	260.00
48	260.00	103	260.00
49	260.00	104	260.00
50	260.00	105	260.00
51	260.00	106	260.00
52	260.00	107	260.00
53	260.00	108	260.00
54	260.00	109	260.00
55	260.00	110	260.00

CURVE DATA TABLE

LOT	RAD	CHORD	ARC	CHORD	ARC
1	260.00	100.00	100.00	100.00	100.00
2	260.00	100.00	100.00	100.00	100.00
3	260.00	100.00	100.00	100.00	100.00
4	260.00	100.00	100.00	100.00	100.00
5	260.00	100.00	100.00	100.00	100.00
6	260.00	100.00	100.00	100.00	100.00
7	260.00	100.00	100.00	100.00	100.00
8	260.00	100.00	100.00	100.00	100.00
9	260.00	100.00	100.00	100.00	100.00
10	260.00	100.00	100.00	100.00	100.00
11	260.00	100.00	100.00	100.00	100.00
12	260.00	100.00	100.00	100.00	100.00
13	260.00	100.00	100.00	100.00	100.00
14	260.00	100.00	100.00	100.00	100.00
15	260.00	100.00	100.00	100.00	100.00
16	260.00	100.00	100.00	100.00	100.00
17	260.00	100.00	100.00	100.00	100.00
18	260.00	100.00	100.00	100.00	100.00
19	260.00	100.00	100.00	100.00	100.00
20	260.00	100.00	100.00	100.00	100.00
21	260.00	100.00	100.00	100.00	100.00
22	260.00	100.00	100.00	100.00	100.00
23	260.00	100.00	100.00	100.00	100.00
24	260.00	100.00	100.00	100.00	100.00
25	260.00	100.00	100.00	100.00	100.00
26	260.00	100.00	100.00	100.00	100.00
27	260.00	100.00	100.00	100.00	100.00
28	260.00	100.00	100.00	100.00	100.00
29	260.00	100.00	100.00	100.00	100.00
30	260.00	100.00	100.00	100.00	100.00
31	260.00	100.00	100.00	100.00	100.00
32	260.00	100.00	100.00	100.00	100.00
33	260.00	100.00	100.00	100.00	100.00
34	260.00	100.00	100.00	100.00	100.00
35	260.00	100.00	100.00	100.00	100.00
36	260.00	100.00	100.00	100.00	100.00
37	260.00	100.00	100.00	100.00	100.00
38	260.00	100.00	100.00	100.00	100.00
39	260.00	100.00	100.00	100.00	100.00
40	260.00	100.00	100.00	100.00	100.00
41	260.00	100.00	100.00	100.00	100.00
42	260.00	100.00	100.00	100.00	100.00
43	260.00	100.00	100.00	100.00	100.00
44	260.00	100.00	100.00	100.00	100.00
45	260.00	100.00	100.00	100.00	100.00
46	260.00	100.00	100.00	100.00	100.00
47	260.00	100.00	100.00	100.00	100.00
48	260.00	100.00	100.00	100.00	100.00
49	260.00	100.00	100.00	100.00	100.00
50	260.00	100.00	100.00	100.00	100.00
51	260.00	100.00	100.00	100.00	100.00
52	260.00	100.00	100.00	100.00	100.00
53	260.00	100.00	100.00	100.00	100.00
54	260.00	100.00	100.00	100.00	100.00
55	260.00	100.00	100.00	100.00	100.00



DATE: _____ T. S. FLUKE
 ONTARIO LAND SURVEYOR

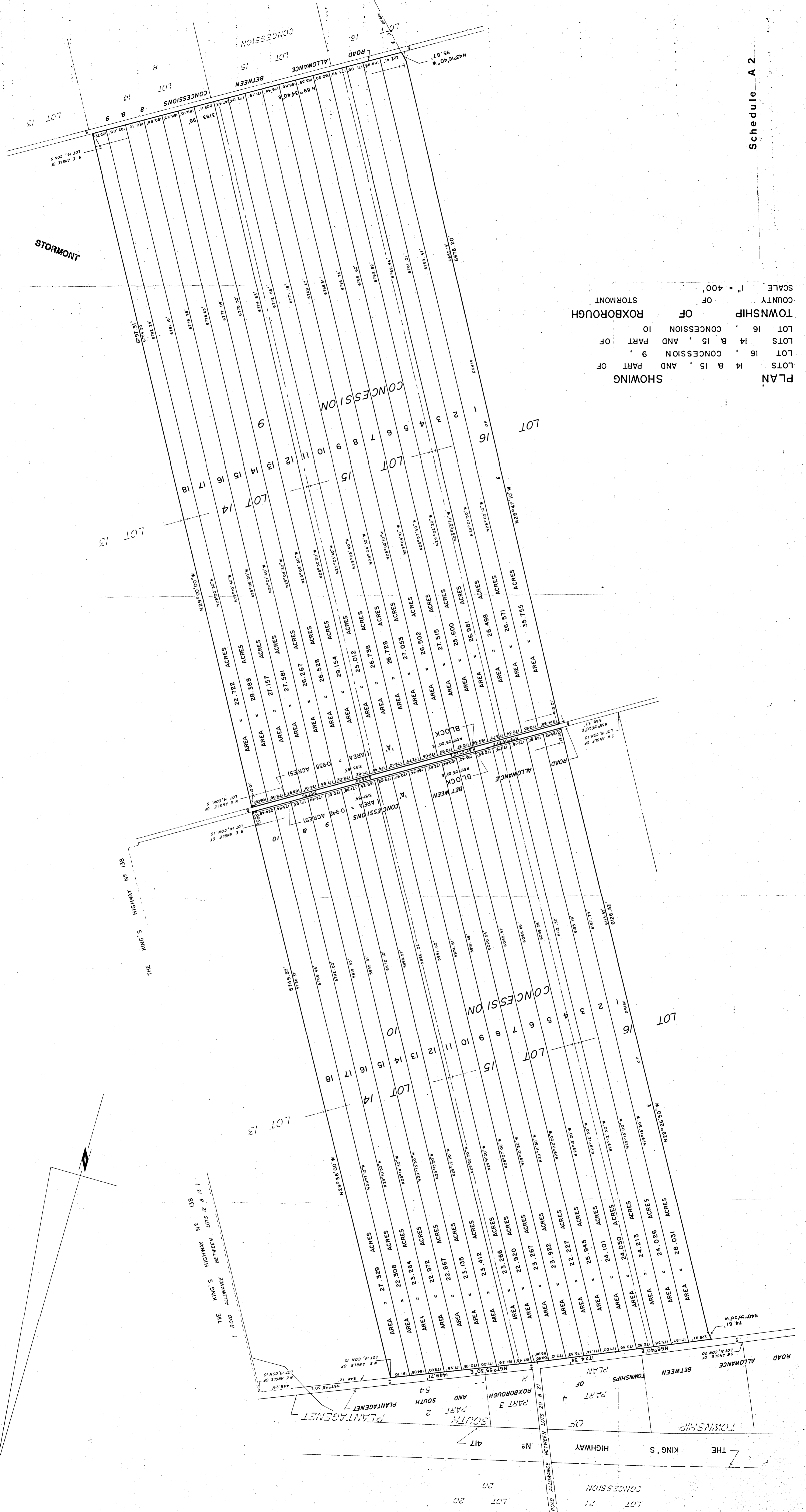
DONEVAN B. FLEISCHMANN CO. LTD.
 ONTARIO LAND SURVEYORS
 11 ONTARIO ST. SHERIDAN HALL,
 OSWEGO L1G 4Y6 PICKERING L1W 8B8
 725-4755, 683-3701 839-8693

DRAWN BY L.V. CHG. BY B.M.R. SCALE 1" = 100' JOB NO. 1-2047

PL3831P

Schedule A 2

PLAN SHOWING LOTS 14, 8, 15 AND PART OF LOT 16 CONRESSION 9 AND PART OF LOTS 14, 8, 15 AND CONRESSION 10 OF TOWNSHIP OF ROXBOROUGH COUNTY OF STORMONT SCALE 1" = 400'



THE KING'S HIGHWAY NO 138
ROAD ALLOWANCE BETWEEN LOTS 12 & 13

PLANTAGENET SOUTH AND SOUTH PART 3 OF ROXBOROUGH TOWNSHIP

THE KING'S HIGHWAY NO 417
ROAD ALLOWANCE BETWEEN LOTS 20 & 21
CONRESSION
LOT 21
LOT 20

Zoning By-Law No for the **PHASING** Development of Roxborough

DEVELOPMENT

Zoning By-Law No
for the

PHASING



Scale : as noted
Prepared: FEBRUARY 1977, dgk
Job No 76-4444
May 12th 1978, dgk

- schedule boundary
- municipal boundary
- zoning boundary

Legend:

- residential R M1
- commercial C1 M2
- highway service centre C2 MG
- open space O

Phase	No of Houses	Length of Road	Tyalside Culverts	Shopping Plaza
1	17	3000'	1	
2	23	1900'	1	partial
3	19	1250'	1	..
4	26	2775'	-	..
5	17	1350'	-	

Certificate of Authentication

This is Schedule 'A' to By-Law No. 17, passed the 17th day of June, 1978.
George Adair, Jr. Mayor
W. G. ... Reeve
... (Clerk)



Figure 1

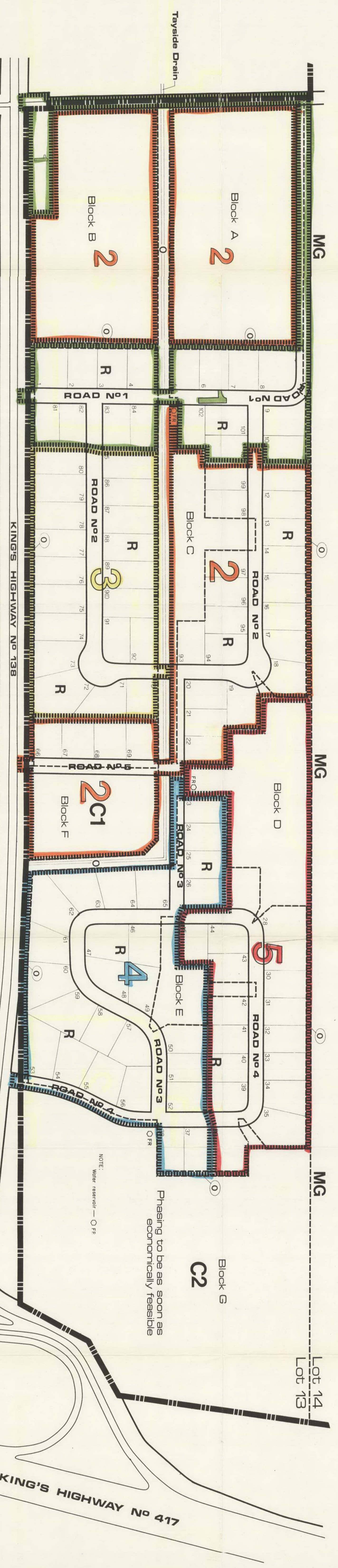


Figure 2

J.L. RICHARDS & ASSOCIATES LIMITED - CONSULTING ENGINEERS & PLANNERS

5138318