

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2002- 29

being a By-law with respect to the Subdivision Agreement in the matter of the Mason Lake Subdivision being Part of Lot 7, Concession 6, Proudfoot Ward, Town of Kearney.

WHEREAS the Town of Kearney has entered into Minutes of Settlement with Warren Allin/Warren Allin in trust concerning the development of a plan of subdivision located on Part of Lot 7, Concession 6, former Township of Proudfoot;

AND WHEREAS the Ontario Municipal Board by Decision/Order No. 1165 and 1422 issued on August 28, 2002 approved the Minutes of Settlement which imposed "new" conditions to Draft Approval for the plan of subdivision and included a draft Subdivision Agreement;

AND WHEREAS part of the Minutes of Settlement required Warren Allin/Warren Allin in trust to enter into the included Subdivision Agreement with the Town of Kearney upon its final approval by the Town's Solicitor;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KEARNEY HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute the said Subdivision Agreement and all other documents necessary to give effect to this By-law.

BY-LAW read a first, second and third time and finally passed this 13 day of December A.D. 2002.


THE CORPORATION OF THE TOWN OF KEARNEY


MAYOR


CLERK

Dec 16/02

I Elwood Varty Clerk certify this to be a true copy of By-law 2002-29


Elwood R. Varty
C.A.O. Clerk-Treasurer
Town of Kearney

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT MADE as of the 20th day of March, 2002.

B E T W E E N:

THE CORPORATION OF THE TOWN KEARNEY
(having its head office at the Town of Kearney,
P.O. Box 38, Kearney, Ontario P0A 1M0)

Herein called the "Municipality"

OF THE FIRST PART

-and-

WARREN ALLIN AND WARREN ALLIN, in trust
(having its head office at 164 Queen Street East, Ste. 210
Brampton, Ontario L6V 1B4)

Herein called the "Subdivider"
OF THE SECOND PART

WHEREAS the land described in Schedule 'A' hereto is subject of draft approval for a Plan of Subdivision issued by the Ministry of Municipal Affairs on the 8th day of February 1988 as File No. 49T-87010;

AND WHEREAS the conditions of draft approval have been modified by the Ontario Municipal Board, in Order No. 1165 as amended by Order No. 1422.

AND WHEREAS as a condition of the draft approval, the Subdivider agrees to satisfy all the requirements, financial and otherwise, of the Town of Kearney and including the installation of hydro services along the internal road and the granting of easements necessary for hydro and telephone services;

NOW THEREFORE in consideration of the premises and other good and valuable consideration and the sum of Two Dollars (\$2.00) now paid by the Municipality to the Subdivider, receipt of which is hereby acknowledged, the Subdivider covenants and agrees with the Municipality as follows:

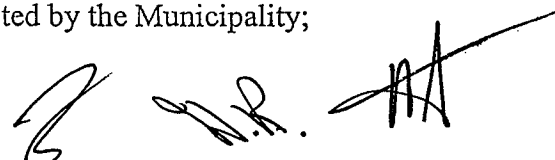
1.0 SCOPE OF AGREEMENT

1.1 Description of Lands - The lands affected by this Agreement are the lands described in Schedule "A" hereto attached and herein also referred to as "the subject lands".

1.2 Plan Reference - For the purpose of this Agreement, references are made to the Plan of Subdivision attached hereto as Schedule "E". Any further changes in the said Plan, or any changes in the Conditions of Draft Approval, issued by the Approval Agency, may necessitate a change in the provisions of this Agreement.

1.3 Conformity with Agreement - The Subdivider covenants and agrees that no further work shall be performed on the said lands except in conformity with:

- a. the provisions of this Agreement, including the Schedules hereinafter referred to;
- b. any Plans and Specifications submitted to and accepted by the Municipality;



- c. all Plans and Specifications submitted to and accepted by:
 - (1) The Ministry of Natural Resources (M.N.R), and
 - (2) Hydro One; and
 - (3) Bell Canada
- d. all applicable Municipal By-laws
- e. all applicable Provincial and Federal Legislation.

1.4 Reliance upon Representations - The Subdivider acknowledges that:

- a. he has made representations to the Municipality that he will complete all works required herein, in accordance with the Plans filed; and
- b. the Municipality has entered into this Agreement in reliance upon these representations.

1.5 Schedules Attached - The following schedules are attached to and form part of this Agreement:

- Schedule "A" - Description of Subject Lands
- Schedule "B" - Deeds and Easements to be conveyed
- Schedule "C" - Cash Payments and Security
- Schedule "D" - Schedules to be incorporated into each and every Agreement of Purchase and Sale for a lot on the subject lands.
- Schedule "E"- Draft Plan of Subdivision

1.6 Subdivision Changes: There shall be no changes in the Schedules attached hereto, or in any Plan submitted, unless such proposed changes have been submitted to, and approved by, the Municipality, Bell Telephone, Hydro One or any Ministry.

1.7 Consent to Registration: The Subdivider hereby consents to the registration of notice of this agreement against the title to the land, which registration shall be at the cost of the Subdivider and the existing mortgages shall be postponed to give priority to the Subdivision Agreement.

1.8 Consent Required to Delete Notice: Notwithstanding any provision of the Land Titles Act, R.S.O.1990, c. L.5 or regulations made thereunder to the contrary, the Subdivider shall not make any application to the Land Registrar to have the entry of notice of this agreement deleted from the register for the land or to have compliance noted thereon without the written consent of the Municipality first having been obtained.

1.9 Postponement of Existing Mortgages: The Subdivider shall register a postponement of such mortgages or encumbrances, in a form to be approved by the Municipality, and giving priority to the Registration of the Subdivision Agreement and easements to be given to Hydro One and Bell Canada.

2.0 CONDITIONS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE MUNICIPALITY

The Subdivider, prior to the execution of this Agreement by the Municipality, shall:

- 2.1 Taxes: Pay all municipal tax bills issued and outstanding against the said lands;
- 2.2 Final Form of the Plan of Subdivision: Obtain approval by the Municipal Solicitor as to the form and content of the Plan;

- 2.3 Deeds and Easements: Deliver to the Municipal Solicitor, confirmation that all Transfers, Discharges and Easements, have been prepared and executed as required by Schedule "B".
- 2.4 Cash Payments and Security: Pay and deposit with the Municipality all cash deposits and security described in Schedule "C".
- 2.5 Hydro One: Grant Hydro One a non-exclusive easement, with Postponement of Mortgages, and arrange for the installation of a joint-use hydro service along the full length of the internal road, Block 15;
- 2.6 Bell Canada: Grant a non-exclusive easement to Bell Canada, with Postponement of Mortgages, over Block 15;
- 2.7 Security: With respect to the installation of hydro services, the Subdivider can, as an alternative, under Section 2.5, file with the Municipality a Letter of Credit on the Municipal Letter of Credit form to be issued by a Class 'A' Bank, for an amount equal to the estimated value by Hydro to install these services, and which services shall be completed within two (2) years from the date of the registration of the subject Plan. Failure to complete this servicing work to Hydro One standards shall entitle the municipality to use the Letter of Credit to undertake the work or, if partially completed, to complete the work and pay any outstanding accounts owing for that part of the work so completed.
- Upon receiving notice of the final acceptance of the works by Hydro One, or its successor, the Town shall release the letter of credit within 10 days.
- 2.8 Land Ownership: Confirm that the Subdivider is the registered Owner of the said lands (Schedule "A") and is the party of the Second part to this Agreement.
- 2.9 The Municipal Solicitor's confirmation: Prior to the execution of this Agreement by the Municipality, the Municipal Solicitor shall:
- a. File a letter with the Municipal Clerk that he has received all documentation required by the Subdivision Agreement.
 - b. Confirm that this documentation meets the required standards of the Municipality.
 - c. Confirm that the Subdivision Agreement is satisfactorily prepared for the execution by the Municipal Officers.

3.0 DEFINITIONS

In this agreement,

- 3.1 Approval Authority, means the Southeast Parry Sound Planning Board ("SPSPB") or any other Ministry of Municipal Affairs designatee;
- 3.2 Plan or Plan of Subdivision, means the plan of subdivision of part of Lot 7 Concession 6, in the Town of Kearney, formerly Township of Proudfoot, in the District Municipality of Parry Sound, file 49T-87010 as amended by Ontario Municipal Board Order.
- 3.3 Municipality or Town, means The Corporation of the Town of Kearney;
- 3.4 Ministry of Natural Resources or MNR, means the Ministry of Natural Resources for the Province of Ontario;

B J.R. A.H.

3.5 Owner: The term "owner" refers to both the Subdivider and purchasers of lots in the subdivision.

4.0 MINISTRY/UTILITY APPROVALS

Obtain and file with the Municipal Solicitor, confirmation of final approval from the following:

- a. Ministry of Natural Resources
- b. Hydro One
- c. Bell Telephone

5.0 LOT FRONTAGES AND AREAS

5.1 The Surveyor for the Subdivider shall file with the Municipality a Certificate confirming that the areas and frontages of each lot meet the minimum requirements under the applicable Municipal Zoning By-law.

5.2 Surveyors Certificate and Iron Bars: A written confirmation from the surveyor that all corner posts on lots at their intersection with the internal private road have been located and marked.

5.3 Plan registration: The Surveyor for the Subdivider shall be responsible for preparing all documentation required to register the Plan of Subdivision in the Land Registry Office.

6.0 OWNER'S COVENANTS

6.1 Truth of Recitals: The Subdivider covenants and agrees that the recitals contained in this agreement are true in fact and substance. Without limiting the generality of the foregoing, the Subdivider warrants that it is the registered Subdivider of the lands included in the Plan of Subdivision affected by this agreement and described in Schedule "A".

7.0 CASH PAYMENTS

7.1 Cash in lieu of Dedication of Land for Park Purposes: The Subdivider covenants and agrees to pay those cash payments and security set out in Schedule "C" attached..

8.0 CONVEYANCES BY THE MUNICIPALITY

8.1 Delivery of Transfer/Deed: The Municipality agrees to deliver to the Subdivider a Transfer executed by the Municipality for the balance of that portion of the shore road allowance not previously conveyed and in front of Lot 13 and described as Part 14, Plan 42R-11309.

9.0 DRAINAGE

9.1 Maintenance of Drainage Course: All existing drainage courses on the subject lands shall be maintained in the condition that existed as of the 6th Day of December, (upon which date the installation of culverts underneath the private internal road were certified by Keith W. Lathem, P. Eng) and where further alterations to the natural drainage courses are required the Subdivider shall obtain approvals from the applicable local, provincial and federal agencies and provide the Town with written confirmation of such approvals.

B. W. R. WA

10.0 ROAD ACCESS

10.1 Private Road: The Subdivider has constructed a Private Internal Road designated as Block 15 on the Plan of Subdivision.

10.2 Ownership of the Private Road:

- a. The Subdivider shall convey to each subsequent Owner of Lots 1 through 13 inclusive, and Block 14, a 1/14th interest in Block 15.
- b. The Subdivider shall register a restriction under section 118 of the Land Titles Act, restricting the conveyance of each lot without a 1/14th interest in Block 15.
- c. As a component of the section 118 restriction noted in paragraph (b), each purchaser of a Lot shall be required to register a similar section 118 restriction prohibiting the sale of that lot without a 1/14th interest in Block 15.

10.3 Maintenance: The maintenance of the Private Internal Road is the sole responsibility of the Subdivider and any subsequent Owners of Lots 1 through 13 and Block 14.

10.4 No Municipal Ownership: The Subdivider and subsequent Owners acknowledge and agree that the Town will not assume the private internal road as a municipal road.

10.5 Winter Maintenance: The Municipality confirms that it maintains, on a year-round basis, the external road known as Chetwynd Road.

10.6 Emergency Services/School Buses: The Subdivider/Owners are put on notice that the private internal road may not be constructed to sufficient standards for the provision of emergency services or school bus services. The Town takes no responsibility with respect to the internal road.

10.7 Right of Ways for Lots 3, 4 and 5:

- a. The Subdivider shall provide and register a Reference Plan, and convey an easement:
 - i) to the Owner of Lot 3, a Right of Way over Lots 4, 5 and 6 as shown on a Reference Plan to be registered after the Subdivision Plan is registered;
 - ii) to the Owner of Lot 4, a Right of Way over Lots 5 and 6 as shown on a Reference Plan to be registered after the Subdivision Plan is registered;
 - iii) to the Owner of Lot 5, a Right of Way over Lot 6 as shown on a Reference Plan to be registered after the Subdivision Plan is registered;
- b. The Transfers/Deeds for Lots 4, 5 and 6 shall be subject to the above noted rights of way.
- c. The Transfer/Deeds providing for the rights of way shall specify that the right of way is granted for access by motor vehicle and pedestrian traffic. The Owners of the benefitting lots shall have the right to construct and maintain a gravel driveway for motor vehicle and pedestrian traffic.

11.0 BUILDING PERMITS - LOT DEVELOPMENT

11.1 Compliance Required: Nothing contained in this agreement shall be construed to require the

Municipality to issue building permits for any construction on a lot, except in compliance with the Municipality's by-laws.

11.2 Development Charges: The Subdivider acknowledges that no development charges have been paid to the Municipality prior to the approval of the final plan and that development charges for each lot on the plan may be payable prior to the issue of a building permit by the terms of a by-law which is in force pursuant to the Development Charges Act, R.S.O.1990, c. D.9.

11.3 Setback of Sewage Disposal: The minimum setback for sewage disposal systems shall be 30 metres from the defined highwater mark as prescribed by the Building Code Act as amended.

11.4 Natural Vegetation Buffers: Lot Owners are required by the Towns's Zoning By-law to retain a minimum of 50% of the natural vegetation within 20 metres of the shoreline.

11.5 Dock Construction: Dock construction shall be of a cantilever, floating or post supported design.

11.6 Conditions to be Satisfied before the Issuance of a Building Permit:

The Municipality shall not be required to issue building permits for the construction of any buildings on the land until all of the following conditions have been satisfied:

a) Application: An application for a building permit has been filed with the Municipality and all conditions required by the application form have been satisfied;

b) Taxes: All municipal taxes on the lot have been paid in full;

c) Building Plans/Fees: All building plans and site plans have been approved by the Chief Building Official, and permit fees paid;

d) Ministry Approvals: Any Ministry approvals required by the Chief Building Official have been received by him;

e) Approval of Sewage Disposal System: The Owner of a lot must obtain a Certificate of Approval for the installation of sewage disposal system issued by the North Bay Mattawa Conservation Authority (or any subsequent approving authority) and the Owner shall provide a copy of the certificate or permit, showing the location of the system, to the Town;

f) Zoning and Official Plan Compliance: That the building application complies with the Official Plan and Zoning By-law of the Municipality;

g) Development Charges: All development charges, if applicable, have been paid.

12.0 AGREEMENTS OF PURCHASE AND SALE

12.1 Notices in Agreements of Purchase and Sale, All Lots: Every Agreement for Purchase and Sale entered into by the Subdivider or any subsequent Owner, shall contain those provisions set out in Schedule "D" attached. Failure to comply with this provision in an Agreement of Purchase and Sale shall entitle the Purchasers to treat the Agreement as voidable.

13.0 EXPENSES TO BE PAID BY THE SUBDIVIDER

13.1 At Expense of Subdivider: Every provision of this agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.

14.0 NOTICES

14.1 Notices to Subdivider/Owner: Any notice to be given under this agreement shall be deemed

to have been given five business days after the mailing of the notice by prepaid registered post addressed to:

Warren Allin
164 Queen Street East, Ste. 210
Brampton, Ontario L6V 1B4

Warren Allin, in trust
164 Queen Street East, Ste. 210
Brampton, Ontario L6V 1B4

14.2 Notices to Municipality: Any notice to be given to the Municipality under this agreement shall be deemed to have been given when delivered to the Clerk of the Municipality personally or five days after the mailing of the notice by prepaid registered post addressed to:

The Corporation of the Town of Kearney
c/o Elwood Varty, CAO/Clerk
P.O. Box 38
Kearney, ON P0A 1M0

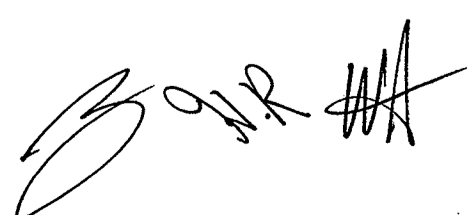
15.0 GENERAL

15.1 Binding Agreement: This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators or assigns respectively.

15.2 Estoppel by Subdivider: The Subdivider agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.

15.3 Applicable Law: This agreement shall be construed in accordance with the laws of the Province of Ontario.

15.4 Interpretation: In the interpretation of this agreement, the singular shall be construed as including the plural and the masculine shall be construed as including the feminine or neuter, as the context may require.

A handwritten signature in black ink, appearing to be "B. J. R. W.", located at the bottom right of the page.

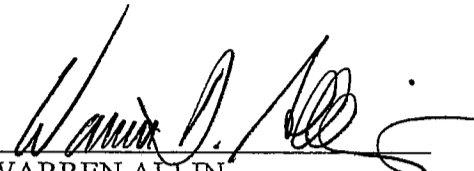
15.5 Amendments in Writing: Amendments to the terms of this Agreement shall not be enforceable unless they are in writing and executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement by hereunto setting their hands and seals personally or by the hands of their proper officers as the case may be.

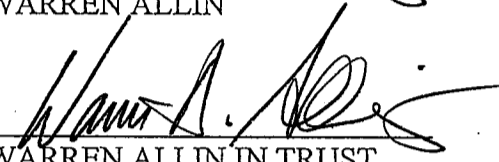
EXECUTED by the Subdivider on the _____ day of _____, 2002

SIGNED, SEALED and DELIVERED

In the presence of:



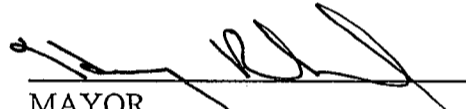
WARREN ALLIN




WARREN ALLIN IN TRUST

EXECUTED by The Corporation of the Town of Kearney on the 13 day of Dec, 2002.

THE CORPORATION OF THE
TOWN OF KEARNEY



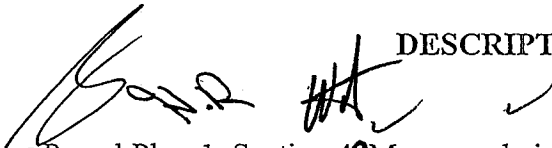
MAYOR





CLERK

THIS IS SCHEDULE A
TO THE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF KEARNEY
AND WARREN ALLIN, AND WARREN ALLIN IN TRUST

DESCRIPTION OF SUBJECT LANDS

 Parcel Plan-1, Section 42M- , being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and Blocks 14, 15, 16, 17, 18 and 19 Plan 42M-

Town of Kearney, District Municipality of Parry Sound

**THIS IS SCHEDULE B
TO THE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF KEARNEY
AND WARREN ALLIN, AND WARREN ALLIN IN TRUST**

DEEDS/EASEMENTS TO BE CONVEYED

All Title Deeds shall be properly prepared and executed by the Parties, with the appropriate Lot or Block numbers inserted in the description, and the Registered Plan shall be left blank, to be inserted by the Solicitors for the Parties after the Plan is registered and a Plan Number assigned.

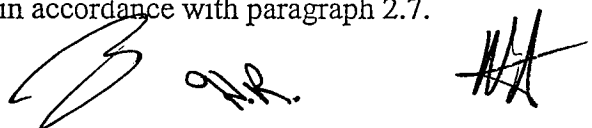
All documents to be registered shall be prior approved by the Solicitor for the Municipality.

The following lands and easements shall be conveyed by the Subdivider.

1. 0.3 Metre Reserves - To Township
A Transfer of the 0.3 metre reserves being Blocks 16, 17, 18 and 19, Plan 42M-
Note: These Reserves shall be designated as such in the Owner's Certificate on the Plan.
2. Bell Easement
An easement to Bell Canada for telephone services over the whole of Block 15, together with Postponements of existing mortgages.
3. Hydro Easement
An easement to Hydro One for hydro purposes over the whole of Block 15, together with Postponements of existing mortgages.
4. Postponement of Mortgages
Postponement of Mortgages to the registration of the Subdivision Agreement.
5. Municipal Transfer
The municipality undertakes to prepare a Transfer to convey the balance of the closed shore road allowance in front of Lot 13, described as Part 14 Plan 42R-11309.
6. Easements for Lots 3, 4, 5 and 6
Upon the sale of lots 3, 4, 5, and 6, the Subdivider shall register upon the title of the affected lots, notices of the applicable easement.

**ADDITIONAL DOCUMENTS TO BE FILED
WITH THE MUNICIPALITY PRIOR TO THE REGISTRATION
OF THE PLAN.**

1. ✓ Surveyors Certificate re compliance of Lots to Zoning By-law requirements (Sec 5.1).
2. ✓ Surveyors Certificate as to iron bars (Sec. 5.2).
3. ✓ Final Draft of the Registered Plan to be approved by the municipality.
4. ✓ Drafts of Section 118 Restrictions (Sec. 10.2 c).
5. ✓ Reference Plans for right-of-way over Lots 3, 4, 5 and 6.
6. ✓ Confirmation that the status of ownership of the mortgagees of the subject land has not changed since the 1st day of October, 2001.
7. ✓ If hydro services are not installed by the date of the registration of the plan, a Letter of Credit shall be filed with the Municipal Solicitors in accordance with paragraph 2.7.



**THIS IS SCHEDULE C
TO THE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF KEARNEY
AND WARREN ALLIN, AND WARREN ALLIN IN TRUST**

CASH PAYMENTS AND SECURITY

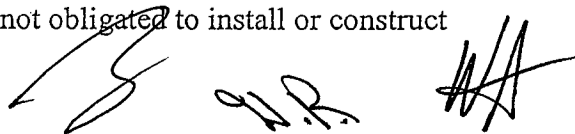
1.	The Subdivider agrees to pay the following:	
	a. Lakeshore Road Allowance (inc. GST)	\$21,974.40
	b. Additional Road Allowance to be conveyed (inc. GST)	\$864.00
	c. Cash-in-lieu of Parkland	\$6,472.50
	d. Planning (inc. GST)	\$10,000.00
	e. Engineering (inc. GST)	\$6,000.00
	f. Legal (inc. GST)	<u>\$12,000.00</u>
	Total	\$57,310.90
	Less: Credit deposit	<u>\$ 8,067.50</u>
	<u>TOTAL</u>	<u>\$49,243.40</u>
2.	Cost of Registration of the Transfers to the Municipality	
	a. Registration of Transfer and Postponement	\$ 140.00
	b. Search of Executions	\$ 22.00
	c. Subsearch at Registry Office	<u>\$ 15.00</u>
	<u>REGISTRATION COSTS</u>	\$ 177.00
3.	Payment Dates:	
	a. Payment for Planning, Engineering and Legal fees shall be paid by certified cheque prior to the execution of Minutes of Settlement.	\$28,000.00
	b. Balance, including registration costs, to be paid by certified cheque on execution of the Subdivision Agreement	<u>\$21,420.40</u>
	<u>TOTAL PAYMENT</u>	<u>\$49,420.40</u>

B *W.R.* *WA*

**THIS IS SCHEDULE D
TO THE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF KEARNEY
AND WARREN ALLIN, AND WARREN ALLIN IN TRUST**

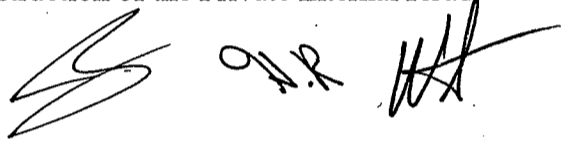
**SCHEDULE TO BE INCORPORATED INTO EACH
AGREEMENT OF PURCHASE AND SALE FOR A LOT
ON THE SUBJECT LANDS**

1. a) Docks: Approval of the Ministry of Natural Resources shall be required for construction of docks on the lakebed.
- b) Sewage Disposal System: The Owner of the lot (or such Owner's builder) must obtain a certificate of approval for the installation of sewage disposal system issued by the North Bay Mattawa Conservation Authority (or any subsequent approving authority). Importation of suitable fill may be required to construct a septic system tile bed to the satisfaction of the North Bay Mattawa Conservation Authority or their delegate.
- c) Zoning By-law Requirements: Purchasers are subject to the provisions of a subdivision agreement and are subject to zoning and other municipal by-laws governing the property, which include, but are not limited to, the following:
 - i) Natural Vegetation: Not more than 50% of the existing natural vegetation may be removed in accordance with approvals within 20 metres of the shoreline on any lot in the event more natural vegetation is removed in contravention of the approvals, the Owner may be required to rehabilitate the lands to the satisfaction of the Municipal Council.
 - ii) Buildings or Structures: Buildings or structures, with the exception of a dock or pump house, are to be in compliance with the Zoning By-laws of the municipality and the Building Code Act. Boat launching ramps are not permitted in accordance with the approvals.
 - iii) Setback from High Water Mark: The minimum setback for a sewage disposal system, as defined by the Building Code Act, from the high water mark shall be 30 metres.
 - iv) Accessory Building: The location and size thereof is prescribed in the Zoning by-law.
- d) Private Road Access: Purchasers are put on notice that the access to all Lots 1 through 13 and Block 14 will be over a private road being Block 15 of the plan of subdivision (Pettit Lane) and each Owner of Lots 1 through 13 and Block 14 will own 1/14th interest. Owners are responsible for road maintenance.
- e) Private Road Responsibility: The Purchasers/Owners are put on notice that the roadway is not a municipal roadway and that the municipality assumes no responsibility for ownership or maintenance of the road. The private internal road may not be constructed to sufficient standards for the provision of emergency services or school bus services and as such, Purchasers/Owners shall satisfy themselves as to the sufficiency of access.
- f) Water Supply: All purchasers are advised that the surface water supply from Mason Lake is uncontrolled and for those reasons purchasers should use filtration and disaffection systems, should they use the lake as a water source.
- g) Telephone Services: The subdivider has granted an easement over Block 15, the private internal road, to Bell Canada to provide for future telephone services; however, the Subdivider and Bell Canada are not obligated to install or construct such service.



the Subdivider and Bell Canada are not obligated to install or construct such service.

2. Purchasers of Lots 3,4,5 and 6: Lots 3, 4, and 5 are to be provided by the Subdivider/ Owner with access from a shared right-of-way. Lots 4, 5 and 6 are subject to the said rights-of-way for the purpose of access and perhaps service easements. Purchasers are put on notice that the properties are subject to the rights-of-ways and the associated rights of the benefiting Owners to construction and maintenance of a driveway, in accordance with paragraph 10.7 of the Subdivision Agreement.
3. Block 15: In accordance with Section 10.2 of the Subdivision Agreement between the municipality and Messrs. Allin and Allin, the following restrictive covenants shall apply:
"Lots 1 through 13 and Block 14 in this Plan of Subdivision shall not be conveyed or transferred without the inclusion of a 1/14th interest in Block 15".
4. Restriction under Section 118 of the Land Titles Act: Upon registration of the Plan of Subdivision the Subdivider shall apply to the Land Registrar under Section 118 (1) of the Land Titles Act to impose a restriction on the transfer of Lots 1 through 13 and Block 14 without a 1/14th interest in Block 15.
5. Survey Markers Lots 3 and 4: The purchaser of Lots 3 and 4 are advised that the survey monument/marker locating the intersection of Lots 3 and 4 with Block 15 (Private Internal Road) is buried under rock/rubble from construction of the Private Internal Road.



THIS IS SCHEDULE E
TO THE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY
AND
WARREN ALLIN, AND WARREN ALLIN IN TRUST

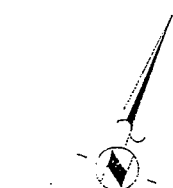
DRAFT PLAN OF SUBDIVISION

PLAN OF SUBDIVISION OF PART OF
 LOT 7 CONCESSION 6 and part of
 THE ORIGINAL ALLOWANCE FOR ROAD in front of
 LOT 7 CONCESSION 6, (CLOSED BY BY-LAW 1990-37
 REGISTERED AS 185740)

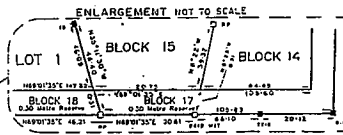
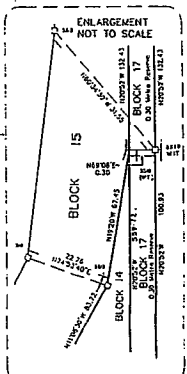
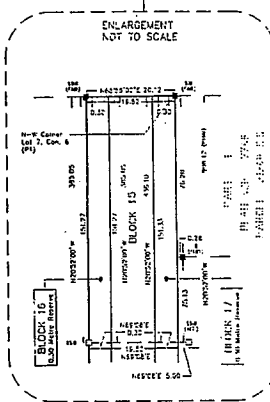
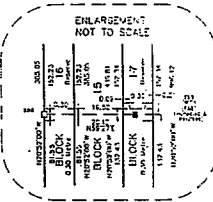
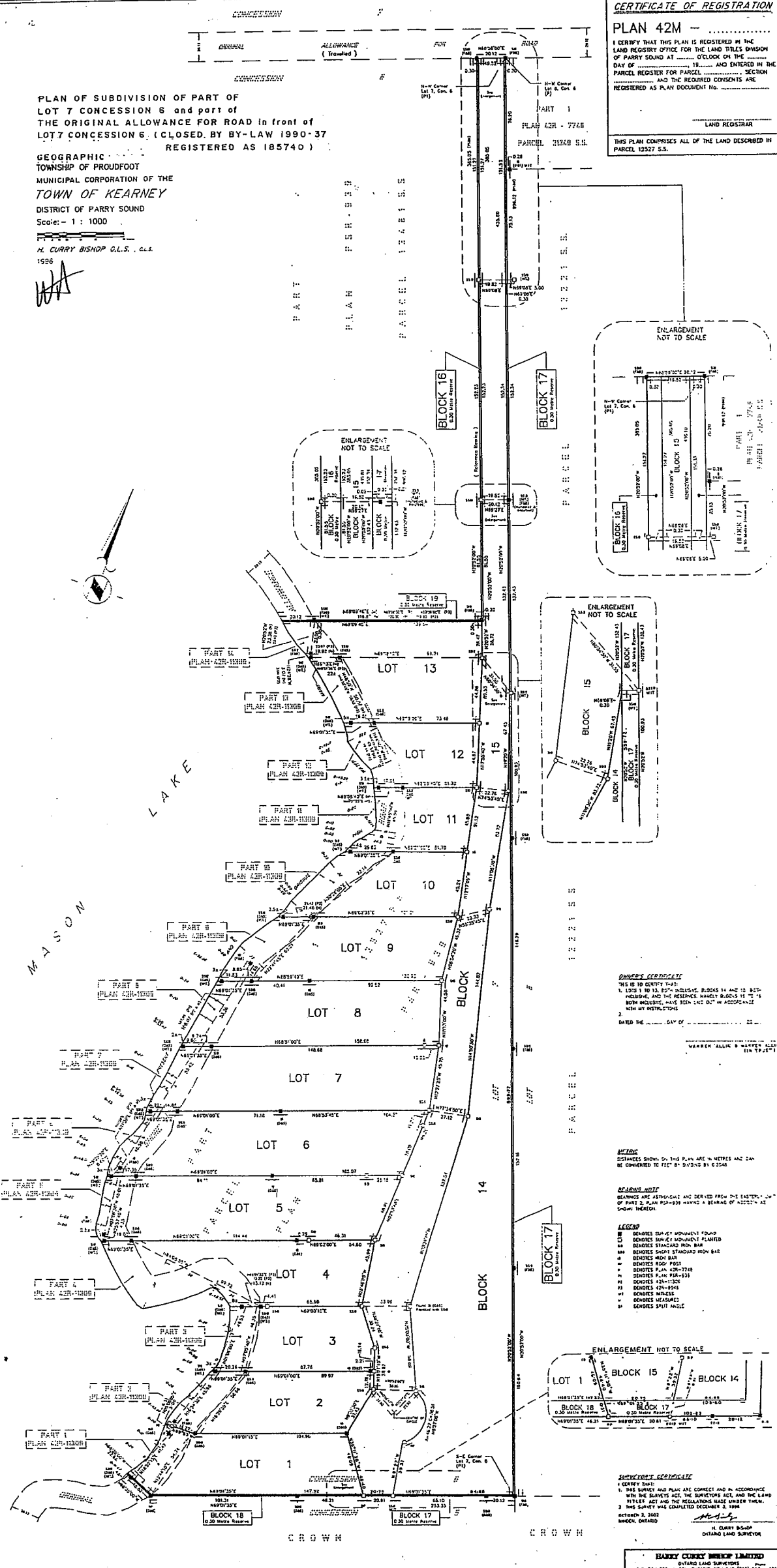
GEOGRAPHIC
 TOWNSHIP OF PROUDFOOT
 MUNICIPAL CORPORATION OF THE
 TOWN OF KEARNEY
 DISTRICT OF PARRY SOUND
 Scale: 1 : 1000

H. CURRY BISHOP O.L.S., G.L.S.
 1996

Handwritten initials



MASON LAKE



CERTIFICATE OF REGISTRATION
PLAN 42M
 I CERTIFY THAT THIS PLAN IS REGISTERED IN THE
 LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION
 OF PARRY SOUND AT O'CLOCK ON THE
 DAY OF 19... AND ENTERED IN THE
 PARCEL REGISTER FOR PARCEL SECTION
 AND THE REQUIRED CONSENTS ARE
 REGISTERED AS PLAN DOCUMENT No.
 LAND REGISTRAR
 THIS PLAN COMPRISES ALL OF THE LAND DESCRIBED IN
 PARCEL 12527 S.S.

OWNER'S CERTIFICATE
 THIS IS TO CERTIFY THAT
 1. LOTS 1 TO 13, 80'x100' INDUSTRY, BLOCKS 14 AND 15
 VOLUMES, AND THE RESERVE, WAREHOUSES BLOCKS 16 TO 19
 BOTH INCLUDING, HAVE BEEN LAYED OUT IN ACCORDANCE
 WITH MY INSTRUMENTS
 DATED THE DAY OF 19...
 WARREN ALLIN & HARVEY ALLIN
 O.L.S., G.L.S.

NOTES
 DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND CAN
 BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND
 1. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 2. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 3. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
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 6. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 7. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 8. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 9. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED
 10. MONUMENTS SHOWN ON THIS PLAN ARE TO BE PLACED

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
 WITH THE SURVEY ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THIS SURVEY WAS COMPLETED ON OCTOBER 2, 1996.
 OCTOBER 2, 2002
 H. CURRY BISHOP
 ONTARIO LAND SURVEYOR

HARVEY ALLIN & HARVEY ALLIN LIMITED
 ONTARIO LAND SURVEYORS
 P.O. BOX 326, WILSON, ONTARIO, CANADA M9B 1Y4