

Development

Chapter 277 Severance - Lands – Agreement

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Article 1 - Interpretation

277.1.1 Building lot - defined

“building lot” means the location upon which a building or buildings are to be erected which requires a severance of property.

277.1.2 Engineer - defined

“Engineer” means the person holding the appointment of Engineer for the City of Woodstock.

277.1.3 Owner - defined

“owner” includes the applicant for the severance by the Oxford County Land Division Committee as the owner in fee simple of the land described in this agreement and/or their respective heirs, executors, and assigns.

Article 2 - Severance Agreement

277.2.1 Severance - granted - building lot(s) - created

Every case where a severance of land has been granted by the Land Division Committee of the County of Oxford which creates a building lot or lots, the applicant shall enter into a binding agreement with the City in the form of Schedule `A` to this Chapter.

277.2.2 Corporation - owner - exemption

Section 277.2.1 shall not apply when The Corporation of the City of Woodstock is the owner.

277.2.3 Specifications - variance - authority - Engineer

The Engineer shall have authority to vary from time to time the specifications referred to in Schedule `A`.

Article 3 - Repeal

277.3.1 By-law - previous

By-law 5890-81 is hereby repealed. By-law 6135-84, August 9, 1984.

Schedule

Schedule `A` – Severance Agreement

BETWEEN:

Hereinafter called the "owner",

OF THE FIRST PART

-and-

The Corporation Of The City Of Woodstock
hereinafter called the "City",

OF THE SECOND PART

WHEREAS the owner represents that he or she is the owner of the land described in Box 6 of the attached Document General herein called "the said land" and has applied to the Land Division Committee of the County of Oxford for a division of land in the City of Woodstock under the *Planning Act* and amendments thereto.

AND WHEREAS the Council of the City is of the opinion that such division of land is not proper and in the public interest unless the owner agrees to perform the covenants herein set forth.

NOW THEREFORE, in consideration of the premises, the division of land aforesaid, and the sum of ONE (\$1.00) DOLLAR paid by the City to the owner, the receipt whereof is hereby acknowledged, and other consideration, the parties hereto covenant and agree as follows:

- 1) a) The owner agrees that no building will be erected and no building permit will be available on the said land until site and elevation plans have been approved by the City Engineer of the City of Woodstock.
- b) Said site and elevation plans shall be in such detail as the City Engineer requires and shall include:

- (i) location of proposed buildings,
 - (ii) height of proposed buildings,
 - (iii) location of entrance and exits,
 - (iv) area and location of land to be used for off-street parking and driveways,
 - (v) use of land not covered or to be covered by buildings,
 - (vi) architectural elevations of proposed buildings,
 - (vii) in the case of residential buildings, the number and dimensions of each dwelling unit and the location of same in the buildings.
- 2) The owner agrees that building or buildings will be erected in accordance with the plans as approved, subject only to such changes as have received advance approval.
- 3) The owner further agrees that:
- a) final grades and elevations will be established to the satisfaction of the City Engineer;
 - b) all surface and roof drainage will be controlled on site and taken to an outlet approved by the City Engineer;
 - c) all necessary provisions for service connections on site will be made to the satisfaction of the City, or the Woodstock Public Utility Commission, as the case may be;
 - d) construction work will be carried forward expeditiously in a good and workmanlike manner, in accordance with good trade practice and so as to cause a minimum of nuisance;
 - e) all necessary precautions to avoid dust, noise and other nuisances and to provide for the public safety will, so far as possible, be taken to comply with the *Occupational Health and Safety Act*;
 - f) all necessary care will be taken to see that mud and soil is not tracked or spilled onto any public highway;
 - g) garbage disposal facilities will be located and designed in a manner satisfactory to the City Engineer;
 - h) all parking lots will be paved with hot-mix asphalt or concrete to the satisfaction of the City Engineer;
 - i) driveways shall be constructed using good engineering practices to the satisfaction of the City Engineer;
 - j) upon failure by the owner to do any act that the public safety or convenience requires, in accordance with this agreement, on reasonable notice, the City, in addition to any other remedy, may go in and do same at the owner's expense and collect the cost in like manner as municipal taxes;
 - k) the City may treat any breach of this agreement as a breach of the Building By-law and stop work until the breach is rectified;

- l) nothing in this agreement constitutes a waiver of the owner's duty to comply with any by-law of the City or any other law;
 - m) the owner will convey to the City without charge any easement required by the City or by the Woodstock Public Utility Commission.
 - n) the owner will do all landscaping provided for in the approved plans
- 4) The Owner agrees that he or she will not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the City 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 owner in any case.
 - 5) The owner charges the land with the performance of this agreement.
 - 6) So far as may be, the covenants of the owner herein shall be restrictive covenants running with the land for the benefit of the adjoining land of the City or such of them as may be benefitted thereby and shall be binding on the owner, his or her heirs, executors, administrators, successors and assigns as owner and occupiers of the said land from time to time.
 - 7) This agreement will be registered on title to the said land and the owner will pay for the cost of registration.

8) Final Grading

The owner agrees to pay to the City a final grading inspection fee as set out in the following table:

Lot Size	Amount Payable
1. Up to 465 m ²	\$75.00
2. 465 m ² to 4,650 m ²	\$75.00 plus \$5.00/100 m ²
3. 4,650 m ² and up	\$300.00 plus \$2.00/100 m ² of lot area above 4,650 m ²

- 9) The owner agrees on behalf of himself or herself, his or her heirs, executors, administrators and assigns to save harmless and indemnify The Corporation of the City of Woodstock from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Corporation by any person or persons arising either directly or indirectly as a result of any action taken by the owner pursuant to this agreement.

10) STREET LIGHTING

The owner agrees that should sodium vapour street lighting be required fronting the property referred to herein that a payment to the City will be made as follows:

- a) In the case where the centre line street length fronting the property is greater than 490 metres, the charge shall be \$16.00 per linear metre of frontage measured along the centre line of the street;
- b) In the case where the centre line street length is less than 490 metres, the charge shall be \$18.00 per linear metre of frontage measured along the centre line of the street.

11) The owner agrees to execute any and all petitions for local improvements fronting the property referred to herein as the City deems necessary and advisable for the proper development of the area.

12) The provisions of City of Woodstock Development Charges By-laws 6928-92 and 6929-92 shall be complied with prior to the issuance of any building permit under this agreement.

13) This agreement shall forthwith be registered on title to the said land by the Owner's solicitors as a first encumbrance prior to any mortgages or liens. The Owner's solicitors shall, at the expense of the Owner, but for the benefit of the City provide the City with a title opinion confirming this agreement a first charge on the said lands subject only to any municipal charges or other encumbrances accepted by the City prior to signing of this agreement.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their Corporate Seals under the hands of their respective signing officers in that behalf.

SIGNED, SEALED & DELIVERED

in the presence of:

.
The Corporation Of The City Of Woodstock
.
Mayor
.
Clerk

By-law 6937-92, April 2, 1992; Schedule `A'.