

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

By-Law Number 87-17

A By-Law to enter into an agreement regarding a plan of Subdivision in Lots 4 & 5 Concession 1 WML.

WHEREAS

- 1 A Municipality has authority under Section 50(6) of the Planning Act RSO 1983 to enter into agreements imposed as conditions of approval of Plans of Subdivision.
- 2 In order to meet the conditions of the Land Division Committee of the County of Renfrew regarding a severance, the Council of the Corporation of the Township of Westmeath is prepared to enter into an agreement with Harry Hill concerning the conveyance of certain property in lots 4 and 5 Concession 1 WML.


Now therefore the Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1) The Reeve and Clerk be authorised to sign the Agreement between the Municipal Corporation of the Township of Westmeath and Harry Hill described as Schedule "A" attached to, and forming part of, this by-law.
- 2) The Agreement referred to in Section 1) above will be registered against the land to which it applies.

PASSED AND ENACTED this 26th day of August 1987.



Reeve



Clerk

SCHEDULE "A" TO BY-LAW 87-17

THIS AGREEMENT

Made this day of , 1987.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WESTMEATH

Hereinafter called the "MUNICIPALITY"
OF THE FIRST PART.

- and -

HARRY HILL

Hereinafter called the "OWNER"
OF THE SECOND PART.

WHEREAS the Owner is the owner in fee simple of the lands described in Schedule "A" attached hereto, in the Township of Westmeath, in the County of Renfrew, comprising approximately 150 acres.

AND WHEREAS the said lands are intersected by the Canadian Pacific Railway right-of-way;

AND WHEREAS the Owner has applied to the Land Division Committee of the County of Renfrew for consent to sever said lands;

AND WHEREAS consent to sever has been granted on condition that each of the severed parcels, as intersected by the Canadian Pacific Railway right-of-way, shall be conveyed in future under single ownership and not further divided;

AND WHEREAS the legal description of the severed parcel is set out in Schedule "B" attached hereto and the legal description of the retained parcel is set out in Schedule "C" attached hereto;

AND WHEREAS Section 52 (2) of the Planning Act, R.S.O. 1983, Chapter 1 provides that Council has the same powers with respect to consent as the "Minister" (as defined in said Planning Act);

AND WHEREAS Section 50 (6) of said Planning Act provides that every municipality may enter into an agreement imposed as a condition to the approval of a Plan of Subdivision and that all and any such agreements are binding on any and all subsequent owners of land.

NOW THEREFORE THIS AGREEMENT WITNESSITH that in consideration of the sum of ONE DOLLAR (\$1.00) now paid by each party to the other, and the mutual covenants hereinafter referred to, the parties hereto agree as follows:

1. The Township agrees to the severance of the lands described in Schedule "B" hereto from the lands described in Schedule "C" hereto.

2. The Owner agrees that he shall not convey less than the whole of the lands described in Schedule "B" or less than the whole of the lands described in Schedule "C" attached hereto by way of Deed or transfer, or grant, assign or exercise a power of appointment with respect to said lands, or mortgage or charge less than the whole of said lands, or enter into an agreement of sale and purchase of less than the whole of the said lands or enter into any agreement that has the effect of granting the use of or right in less than the whole of said lands directly or be entitlement to renewal for a period of twenty-one (21) years or more.

3. The parties acknowledge and agree that the Land Division Committee may issue a Certificate of Consent for the lands described in Schedule "B", whereafter the Owner shall convey said lands to a third party. This Agreement shall be registered on the title of the lands described in Schedules "B" and "C", hereto.

4. This Agreement shall be binding upon the Owner, his heirs, successors, administrators and assigns including all subsequent Owners of the lands described in Schedules "B" and "C" and a change of ownership or use in the Canadian Pacific Railway right-of-way shall not affect this Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal attested by the signatures of the appropriate signing officers and the party of the Second Part has hereto set his hand and seal.

SIGNED, SEALED AND DELIVERED
in the presence of

Randi Keith
as to execution by
Harry Hill

) THE MUNICIPAL CORPORATION OF THE
) TOWNSHIP OF WESTMEATH
) Brandon White
) Reeve
) Pat Bunn
) Clerk
) Harry Hill
) Harry Hill

Dated

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THE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF
WESTMEATH

- and -

HARRY HILL

AGREEMENT

McNAB, STEWART & PRINCE
Barristers, Solicitors, Notaries
Public
RENFREW - ONTARIO

SCHEDULE A

East half of Lot 4, Concession 1, West of Muskrat Lake,
Township of Westmeath, County of Renfrew.

East half of the East half of Lot 5 Concession 1, West
of Muskrat Lake, Township of Westmeath, County of Renfrew.

SCHEDULE "B"

East half of Lot 4, Concession 1, West of Muskrat Lake
Township of Westmeath, County of Renfrew.

SCHEDULE "C"

East half of the East Half of Lot 5, Concession 1, West of Muskrat Lake,
Township of Westmeath, County of Renfrew.