

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW NUMBER 88-19

A By-Law to enter into an agreement regarding a Plan of Subdivision in lots 19 and 20 Concession A EML.

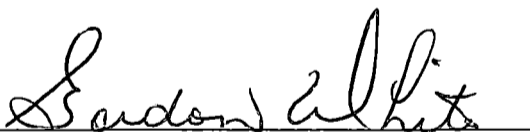
WHEREAS:

- 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 Carl Zieroth concerning the conveyance of certain property in lots 19 and 20 Concession A EML.

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 Carl Zieroth, 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 9th day of November 1988



Reeve



Clerk

SCHEDULE "A" TO BY-LAW 88-19

THIS AGREEMENT made the 9th day of November , 1988.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE  
TOWNSHIP OF WESTMEATH

Hereinafter called the "MUNICIPALITY"  
OF THE FIRST PART

and

CARL ZIEROTH

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 380 acres.

AND WHEREAS the said lands are intersected by the Canadian National 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 the condition that those lands set out in Schedule "B" is intersected by the Canadian National Railway right-of-way, shall be conveyed in future under single ownership 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 WITNESSETH 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" 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 Schedule "B".

4. This Agreement shall be binding upon the Owner, his heirs, successors, administrators and assigns including all subsequent Owners of the lands described in Schedule "B" and a change of ownership or use in the Canadian National 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 )

) THE MUNICIPAL CORPORATION OF  
) THE TOWNSHIP OF WESTMEATH

) Leon White  
) Reeve

) Pat Bann  
) Clerk

Carl Zieroth  
as to execution of Carl  
Zieroth

) Carl Zieroth  
) Carl Zieroth

SCHEDULE "A"

All of Lots 19 & 20, Concession A, in the Township of  
Westmeath, County of Renfrew.

SCHEDULE "B"

All of Lot 19, Concession A, in the Township of Westmeath,  
County of Renfrew comprising of approximately 200 acres.

SCHEDULE "C"

All of Lot 20, Concession A, in the Township of Westmeath,  
County of Renfrew comprising of approximately 180 acres.

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DATED:

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THE MUNICIPAL CORPORATION OF THE  
TOWNSHIP OF WESTMEATH

and

CARL ZIEROTH

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A G R E E M E N T

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McCann, Sheppard & Sammon  
Barristers & Solicitors  
290 Pembroke Street East  
Pembroke, Ontario  
K8A 6X3

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