

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW NUMBER 89-14

A By-Law to enter into an agreement regarding a Plan of Subdivision in the East half of Lot 1, Concession 7, EML, Township of Westmeath.

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.

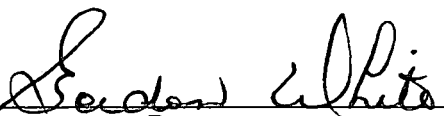
- 2 In order to meet the conditions of the Land Division Committee of the County of Renfrew regarding a severance, the Council of the Corporation of the Township of Westmeath is prepared to enter into an agreement with Cecil Mathieson and Margaret Mathieson concerning the conveyance of certain property in the East half of Lot 1, Concession 7, EML, Township of Westmeath

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

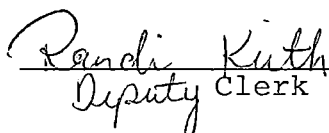
- 1) The Reeve and Clerk be authorised to sign the Agreement between the Municipal Corporation of the Township of Westmeath and Cecil Mathieson and Margaret Mathieson, described as Schedule "A" attached to, and forming part of this by-law.

- 2) The Agreement referred to in Section 1) above will be registered against the land to which it applies.

PASSED and ENACTED this 3rd day of May 1989.



Reeve



Deputy Clerk

SCHEDULE "A" TO BY-LAW 89-14

THIS AGREEMENT made in duplicate this 19 day of
APRIL 1989,

BETWEEN:

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WESTMEATH

Hereinafter Called the "Municipality"

PARTY OF THE FIRST PART

-and-

CECIL MATHIESON AND MARGARET MATHIESON

Hereinafter Called the "Owners"

PARTY OF THE SECOND PART

WHEREAS the Owners own lands in fee simple described in Schedules "A" and "B" attached hereto, in the Township of Westmeath, in the County of Renfrew, comprising approximately 200 acres;

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

AND WHEREAS the Owners have applied to the Land Division Committee of the County of Renfrew for consent to sever the lands;

AND WHEREAS consent to sever has been granted on the condition that those lands set out in Schedule "A" 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 "A" attached hereto and the legal description of the retained parcel is set out in Schedule "B" 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 "A" hereto from the lands described in Schedule "B" hereto.
2. The Owner agrees that he shall not convey less than the whole of the lands described in Schedule "A" 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 "A", 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 "A" 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 parties of the Second Part have hereto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)

as to Mrs Mathieson
[Signature]

THE MUNICIPAL CORPORATION OF
THE TOWNSHIP OF WESTMEATH

[Signature]
Reeve

[Signature]
Deputy Clerk

[Signature]
Cecil Mathieson

[Signature]
Margaret Mathieson

THIS IS SCHEDULE "A" TO AN AGREEMENT BETWEEN THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH AND CECIL MATHIESON AND MARGARET MATHIESON

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Township of Westmeath in the County of Renfrew and being composed of:

East half of Lot 1, Concession 7, E.M.L.

Excepting Firstly: all that piece or parcel of land and premises as located or constructed upon or across east half of lot 1 in the 7th Concession of the Township of Westmeath in the County of Renfrew containing 5.10 acres more or less and described as nearly as may be ascertained with reference to existing lot lines described as follows:

A strip of land 100 feet in width lying 50 feet on each side of the centre line of the Canadian Northern Ontario Railway as located across east half of Lot 1 and adjoining lots, which said centre line is described as follows: Commencing at a point on the northerly boundary of Lot 1, 331 feet measured easterly along said boundary from the northwest angle of said east half of Lot 1; thence south 68 degrees 29 minutes east, 1,570.5 feet; thence on a curve to the right having a radius of 1,910 feet a distance of 652.5 feet more or less to the southerly boundary of said Lot 1. Said strip of land as described containing by admeasurement 5.10 acres more or less.

Excepting Secondly: Part of the east half of Lot 1 in the 7th Concession east of the Muskrat Lake in the said Township of Westmeath more particularly described as follows: Commencing at the southerly end of the dividing line between the east half and the west half of Lot 1 in the 7th Concession east of the Muskrat Lake in the said Township of Westmeath; thence easterly along the road allowance dividing the Townships of Westmeath and Ross 105 feet; thence northerly parallel to the said dividing line between the east half and the west half of said Lot 1, 210 feet; thence westerly parallel to the said Road allowance between the said Township of Westmeath and Ross 105 feet to the dividing line between the east half and the west half of Lot 1; thence southerly along the dividing line between said east half and the west half of said Lot number One to the place of beginning and containing by admeasurement half of one acre, be the same more or less.

AS PREVIOUSLY DESCRIBED IN INSTRUMENT #13176

THIS IS SCHEDULE "B" TO AN AGREEMENT BETWEEN THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH AND CECIL MATHIESON AND MARGARET MATHIESON

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Township of Westmeath, in the County of Renfrew, and Province of Ontario, which said parcel or tract of land may be more particularly described as follows:

The East half of Lot Number Two (2) in the Seventh (7th) Concession, E.M.L. in the said Township of Westmeath, containing 100 acres, more or less.

SAVE AND EXCEPT thereout and therefrom all that piece or parcel of land and premises forming the right of way of the Canadian Northern Ontario Railway as located or constructed upon or across the East Half of Lot Two in the Seventh Concession of the Township of Westmeath, E.M.L. in the County of Renfrew and Province of Ontario containing 2.30 acres, more or less, and being shown coloured red on the plan attached to instrument registered in the Registry Office for the Registry Division of the County of Renfrew as Number 9051 and described as nearly as may be ascertained with reference to existing lot lines as follows:

A parcel of land triangular in shape being described as follows:

COMMENCING at the South Westerly angle of the East half of said Lot Two (2);

THENCE Easterly along the Southerly boundary of said Lot 380 feet;

THENCE North 68 degrees 29 minutes West 590 feet more or less to the Westerly boundary of the East half of said Lot;

THENCE Southerly along said Westerly boundary 540 feet more or less to the place of beginning.



FOR OFFICE USE ONLY

NUMBER 304814 NUMÉRO

Certificate of Registration Certificat d'enregistrement

931 JUN 05 1989

RENFREW No. 49 PEMBROKE

Signature of Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry [X] Land Titles [] (2) Page 1 of 6 pages

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

(4) Nature of Document DEPOSIT - AGREEMENT

(5) Consideration One Dollar ----- Dollars \$ 1.00

(6) Description East Half of Lot 1, Concession 7, [X]M[X]K. East of Muskrat Lake Township of Westmeath County of Renfrew East Half Lot 2 Concession 7 E.M.L. Township of Westmeath County of Renfrew SEE SCHEDULES ATTACHED

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

(8) This Document provides as follows:

Copy of Agreement between The Municipal Corporation of the Township of Westmeath and Cecil Mathieson and Margaret Mathieson attached.

Continued on Schedule []

(9) This Document relates to instrument number(s) 81675

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D MATHIESON, Cecil MATHIESON, Margaret By Their Solicitor, Richard H. Dickinson 1989 05 19

(11) Address for Service 191 plaunt St. S. Renfrew, Ont. K7V 4A3

(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 R. R. #1 Beachburg, Ont. KOJ 1C0

(15) Document Prepared by: RHD:bc COOKE AND DICKINSON Barristers and Solicitors 191 Plaunt St. S. Box 158 Renfrew, Ont. K7V 4A3

Table with 2 columns: Fees and Tax, Total. Rows for Registration Fee and Total.

FOR OFFICE USE ONLY

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SCHEDULE "A" TO BY-LAW 89-14

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April 1989,

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-and-

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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 parties of the Second Part have hereto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
 in the presence of)

As to Mrs Mrs Mathieson
Richard Mathieson

THE MUNICIPAL CORPORATION OF
 THE TOWNSHIP OF WESTMEATH

London W. Pitts
 Reeve

Reville Keith
 Deputy Clerk

Cecil Mathieson
 Cecil Mathieson

Margaret Mathieson
 Margaret Mathieson

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This property is as described in instrument number 81675.