

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW NUMBER #15-10- 824

A By-Law to Authorize the Corporation of the Township of Whitewater Region to enter into a Development Agreement with Morning Light Dairy Farms

WHEREAS Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

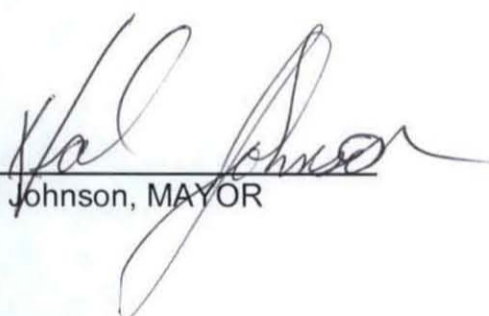
AND WHEREAS the Council of the Township of Whitewater Region has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

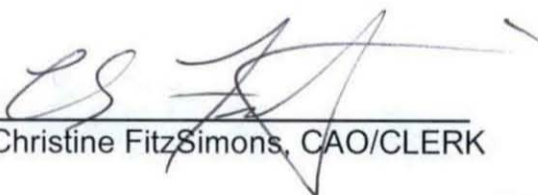
NOW THEREFORE the Council of the Township of Whitewater Region enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Whitewater Region and to affix to it the corporate seal of the Corporation of the Township of Whitewater Region.
2. That agreement attached hereto shall form a part of this By-Law.
3. This By-Law shall come into force and take effect upon the date of the final passing thereof.

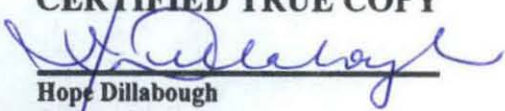
All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 15-10-824 are hereby repealed.

PASSED this 21st day of October, 2015


Hal Johnson, MAYOR


Christine FitzSimons, CAO/CLERK

CERTIFIED TRUE COPY


Hope Dillabough
Deputy Clerk
and Commission of Oaths
Township of Whitewater Region

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the 21st day of October, 2015.

BETWEEN:

Morning Light Dairy Farms Ltd.
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

The Corporation of the Township of Whitewater Region
44 Main Street, Cobden, Ontario K0J 1K0
(hereinafter called the "Township")

OF THE SECOND PART

WITNESS THAT WHEREAS:

1. The Owner is the owner of the land described in Schedule "A" to this Agreement (the "Owner's Land"); and
2. The Owner is also the owner of the land described in Schedule "B" to this Agreement (the "Lot Addition Land"); and
3. The Owner intends to transfer all that part of the Owner's Land described as Part Lots 17 & 18, Concession 9, East of Muskrat Lake, Westmeath, Part 1 on Plan 49R-18538, Township of Whitewater Region, being part of PIN 57202-0004 (LT); ("the Severed Land"); and
4. The Owner intends to retain the lands described in Schedule "C" ("the Retained Land"); and
5. The Transfer by the Owner of the Severed Land will be made pursuant to a consent granted upon the application of Nagel Farms Ltd., the previous owners of the Owner's Land, by the County of Renfrew Land Division Committee pursuant to the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13 as amended (the "*Planning Act*"); and
6. By its decision dated January 6th, 2015, under its File No. B146/14, the Land Division Committee imposed certain conditions, one being that this Agreement be entered into between the Owner and the Township; and
7. This Agreement is authorized by Subsections 53(12) and 51(26) of the *Planning Act* and its execution has been authorized by a By-law enacted by the Council of the Township.

NOW THEREFORE in consideration of the premises and the sum One Dollar (\$1.00) of lawful money of Canada now paid by each of the parties to each of the other parties, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1. The Owner covenants and agrees with the Township and hereby undertakes to transfer the Severed Land pursuant to the severance consent granted by the County of Renfrew Land Division Committee under its File No. B146/14; and
2. The Owner covenants and agrees with the Township that it will not convey, transfer, mortgage, charge, lease or otherwise deal with or dispose of the Retained Land or any right or interest therein except at the same time, in the same transaction and by the same instrument as the Owner conveys, transfers, mortgages, charges, leases or otherwise deals with the Lot Addition Land; and
3. The Owner covenants and agrees with the Township that prior to the

development of any farm buildings or structures on the Retained Land it will meet the requirements of the Township's Chief Building Official regarding karst.

4. The Owner undertakes and agrees to promptly cause a Notice of this Agreement, which shall include an electronic reproduction of an executed copy of this Agreement, to be registered at the Owner's expense in the Land Registry Office for the Land Titles Division of Renfrew (No. 49) against the title to the Owner's Retained Land and the Lot Addition Land; and

5. The Owner acknowledges and agrees that notwithstanding that the Retained Lands and the Lot Addition Land do not abut:

(a) for the purposes of the subdivision control provisions of the *Planning Act*, the Lot Addition Land and the Retained Land shall, upon the transfer of the Severed Land, merge and thereafter be considered as and constitute a single parcel of land; and

(b) Subsections 50(3) and 50(5) of the *Planning Act* (which impose subdivision control) shall apply to all future conveyances of Retained Land and the Lot Addition Land, and any part of either of them.

6. This Agreement shall be binding upon the Owner and its respective successors in title, successors and assigns.

IN WITNESS WHEREOF the seal of the Owner has been affixed hereto and the proper signing officers of the Owner have affixed their signatures and the seal of the Township has been affixed and attested to by its Mayor or his designate and CAO or his designate, at of the date first above written.

SIGNED AND DELIVERED in the presence of:


Witness


Witness


Witness


Witness

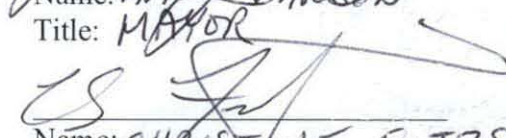
Morning Light Dairy Farms Ltd.


President: Jan Nagel


Secretary: Colleen Nagel

The Corporation of the Township of
the Township of Whitewater
Region


Name: HAL JOHNSON
Title: MAYOR


Name: CHRISTINE FITZSIMONS
Title: CAO/CLERK.

Schedule "A"

Part Lots 17 & 18, Concession 9, East of Muskrat Lake, Westmeath as in R338334;
Westmeath, Township of Whitewater Region being PIN 57202-0004(LT).

Schedule "B"

Part Lot 11, Concession 9, East of Muskrat Lake, Westmeath as in R206684; S/T R71720, Township of Whitewater Region being PIN 57202-0022(LT).

Schedule "C"

Part Lots 17 & 18, Concession 9, East of Muskrat Lake, Westmeath as in R338334;
Westmeath, Township of Whitewater Region save and except Part 1 on Plan 49R-18538
being part of the PIN 57202-0004 (LT).