# THE CORPORATION OF TOWNSHIP OF WHITEWATER REGION

### **BY-LAW NUMBER 16-10-896**

# A By-Law authorizing the Township to enter into a Site Plan Agreement with Bonnechere Excavating Inc.

WHEREAS Bonnechere Excavating Inc. is the owner of Part Block D, Plan 65, as in R250738, T/W 189003, Village of Cobden, Township of Whitewater Region and Part Block D, Plan 65 as in R95974, lying northwest of all 49R3603 Part 1 49R7123, Parts 1 and 3, 49R11464, and Part 1 Plan 49-R11940, s/t R189003, Village of Cobden, Township of Whitewater Region.

**AND WHEREAS** Bonnechere Excavating Inc. has made application to the Municipality to permit development of the lands;

**AND WHEREAS** the Municipality, by By-Law Number 09-04-379, has designated lands within the municipal limits as being subject to site plan control;

**AND WHEREAS** Section 41 of the Planning Act permits the registration of a Site Plan Agreement against the lands to which it applies in order to secure the provisions of certain works;

**NOW THEREFORE** the Council of the Corporation of the Township of Whitewater Region hereby ENACTS AS FOLLOWS:

- 1. **THAT** The Corporation of the Township of Whitewater Region enters into a Site Plan Agreement with Bonnechere Excavating Inc., which agreement is attached and marked as Appendix "A" to this By-law.
- 2. **THAT** the Council of the Township of Whitewater Region hereby authorizes the execution of this Agreement.
- 3. **THAT** the Mayor and Clerk are authorized to execute the said Site Plan Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.

THIS BYLAW shall come into effect upon the passing thereof and subsequent registration at the Land Registry Office for the Registry Division for the County of Renfrew.

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 16-10-896 are hereby repealed.

PASSED this 25th day of October, 2016.

Hai Acting CAO/Clerk, Marsha Hawthorne Reeve, Terry Millar

**CERTIFIED TRUE COPY** ashallashore

Marsha Hawthorne Treasurer / Deputy CAO and Commission of Oaths Township of Whitewater Region

# Appendix "A" to By-Law 16-10-896

### SITE PLAN AGREEMENT

THIS AGREEMENT made this 24th day of June, 2016

### **BETWEEN:**

**BONNECHERE EXCAVATING INC.** (Hereinafter called the "Owner")

OF THE FIRST PART

AND:

# THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION (Hereinafter called the "Township")

OF THE SECOND PART

**WHEREAS** the Owner is the owner of lands more particularly described in Schedule "A" (the "Subject Lands");

**AND WHEREAS** the Owner applied to the Township for approval of a site plan (hereinafter the **"Site Plan"**) for the Subject Lands pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c.13. The Site Plan provides for the construction and development of a brewery and brew pub (the **"Development"**);

**AND WHEREAS** on the 22nd day of June, 2016, the Township approved the Site Plan subject to the Owner entering into this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the approval of the Site Plan and the sum of Ten Dollars (\$10.00) paid by the Township to the Owner, receipt whereof is hereby acknowledged, the Owner and the Township mutually covenant and agree as follows:

# <u>Lands</u>

1. This Agreement shall apply to the Development or redevelopment of the Subject Lands. The Owner warrants that it is the owner of all of the Subject Lands so described.

# **Obligations**

- 2. The Owner shall construct the Development on the Subject Lands in accordance with the Site Plan dated the 29th day of May, 2016, and available at the Township office, and shall construct and/or provide the services, works, and facilities in accordance with the engineering plans and reports listed in Schedule "B".
- 3. The Owner shall ensure that the construction of the Development will be undertaken in such a manner as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the Township and MTO concerning any such nuisance or disturbance.
- 4. The Owner acknowledges and agrees that an access to the Subject Lands is from Provincial Highway No. 17 and that a highway improvements agreement with the Ministry of Transportation for Ontario (the "MTO") is required. MTO requires that the highway improvements agreement be between the Township and MTO. In order to allow the Development to proceed, the Township has agreed to enter into the highway improvements agreement dated June, 2016, as amended from time to time (the "MTO Agreement") as prepared by MTO. The Owner acknowledges and agrees that it has read the MTO Agreement and at its cost, shall be fully responsible for fulfilling and assuming all of the Township's obligations in the MTO Agreement, which include, in addition to construction of the works and other requirements, providing insurance, environmental assessments, traffic control plans, permits and possible land acquisition. The Owner shall also be responsible for the payment to the Township of all of its costs, including legal and engineering relating to the execution of the MTO Agreement.

- 5. Occupancy of the buildings on the Subject Lands shall not be given until:
  - (a) The MTO Agreement has been executed by the Township and the MTO;
  - (b) This Agreement has been executed by the Owner and the Township;
  - (c) A left turn lane and all required road improvements have been constructed in accordance with plans approved by the MTO;
  - (d) Any road widening required by the MTO has been transferred to it;
  - (e) Any requirements in the MTO Agreement, including, but not limited to, approvals, permits, insurance, environmental assessments, and traffic control plans, required by the MTO have been approved and issued by the MTO and delivered to the Township; and
  - (f) The Township has received confirmation from the MTO that all of its requirements have been completed to its satisfaction.
- 6. The Owner covenants and agrees that, prior to occupancy, it shall construct a lateral from the Subject Lands to connect to the Township sanitary sewer to the south of Wallace Drive. In this regard:
  - (a) The Owner shall construct the lateral under Wallace Drive and lands to the south of Wallace Drive, as described in Schedule "C" (the "Schedule "C" Lands");
  - (b) The Owner shall obtain from the owners of the Schedule "C" Lands an easement to the Township to permit the construction and maintenance of the lateral;
  - (c) Such easements shall require the preparation of a reference plan and shall be registered on the Subject Lands, and the Schedule "C" Lands ;
  - (d) The lateral shall be constructed to full municipal standards and to the satisfaction of the Township;
  - (e) The Owner shall be responsible for the repair and maintenance of the lateral until it is assumed by the Township; and
  - (f) Such easements shall provide for the Township to enter upon the Schedule "C" Lands to undertake such work as is required should there be a default on the part of the Owner.
- 7. The Owner covenants and agrees that, prior to occupancy, it shall construct a lateral from the Subject Lands, to connect with the Township watermain on Wallace Drive. The construction of the watermain shall be at the cost of the Owner and to the satisfaction of the Township and the Owner shall be responsible for the maintenance and repair of the watermain until it is assumed by the Township.
- 8. The Owner covenants and agrees that, prior to occupancy, it shall construct the drainage works from the Subject Lands, under Wallace Drive, and across the Schedule "D" Lands to discharge at Muskrat Lake. In this regard:
  - (a) The Owner shall construct the drainage works under Wallace Drive and lands to the south of Wallace Drive, as described in Schedule "D" (the "Schedule "D" Lands");
  - (b) The Owner shall obtain from the owners of the Schedule "D" Lands an easement to the Township to permit the construction and maintenance of the drainage works;
  - (c) Such easements shall require the preparation of a reference plan and shall be registered on the Subject Lands and the Schedule "D" Lands;
  - (d) The drainage works shall be constructed to full municipal standards and to the satisfaction of the Township;
  - (e) The Owner shall be responsible for the repair and maintenance of the drainage works until they are assumed by the Township;

- (f) Such easements shall provide for the Township to enter upon the Schedule "D" Lands to undertake such work as is required, should there be a default by the Owner.
- 9. The Owner acknowledges that the Township does not intend to assume the sanitary sewers works across the Schedule "D" Lands until there are other connections sought in the future.
- 10. Should any of the above-noted works require an Environmental Certificate of Approval ("ECA"), the Owner shall be responsible for obtaining the required approval.
- 11. The Owner acknowledges that an occupancy permit shall not be given until the holding symbol in the Zoning By-law has been removed.
- 12. Any easement required by utility companies for the Development shall be obtained prior to the issuance of an occupancy permit.
- 13. The Owner shall fully reinstate Wallace Drive following construction of the services.
- 14. Should the Subject Lands be severed in the future, the Owner shall amend the Site Plan and demonstrate to the Township that an application for consent has been made and approval given and that easements have been registered to benefit the Development. Should an ECA be required by the Ministry of the Environment and Climate Change as a result of a future severance, it shall be obtained by the Owner and a copy provided to the Township.

# Financial Requirements

- 15. The Owner shall be responsible for the payment of all fees and costs relating to the Development, including but not limited to the Township's engineering, planning and legal costs. Such costs as set out in Schedule "E" shall be paid at the time of execution of this Agreement.
- 16. All works, services and facilities to be constructed, repaired and maintained, pursuant to this Agreement, the MTO Agreement and the Site Plan shall be constructed, repaired and maintained by the Owner at its sole risk and expense and to the satisfaction of the Township.
- 17. In order to ensure that such works are provided and maintained by the Owner, the Owner shall deposit with the Township, before this Agreement is executed by the Township, a sum in cash, certified cheque, or performance bond in a form approved by the Township (the "**Performance Deposit**"). The Performance Deposit shall be based upon 25% of the estimated costs of the works, services and facilities required to be constructed or installed, as described in Schedule "E" attached hereto.
- 18. The Performance Deposit shall be retained by the Township for a minimum period of one year after the completion of the works listed in Schedule "B". The Performance Deposit shall be returned to the Owner when the Township is satisfied that the works and facilities have been constructed to full municipal standards and that there are no deficiencies in them.
- 19. If the Owner provides the Township with a letter of credit, the letter of credit shall provide that it be automatically extended from year to year until the Township notifies the financial institution that the letter of credit is no longer required by it.
- 20. Once the Performance Deposit is released, the drainage works and lateral for the water works across Wallace Drive will be assumed and maintenance and repair will thereafter be the responsibility of the Township. Pursuant to Section 9, the sanitary lateral will not be assumed by the Township until there are other connections made to it in the future and the Owner will continue to be responsible for maintenance and repair of the sanitary lateral until such time as it is assumed.

# <u>Default</u>

21. In the event of a default by the Owner in the provision, repair and maintenance of any works, services, facilities and matters required to be done by the Owner pursuant to this Agreement, the MTO Agreement and/or the Site Plan, the Township may enter upon the Subject Lands, the Schedule "C" Lands and the Schedule "D" Lands, and undertake such work as may be required to remedy the default, at the cost and expense of the

Owner "Cost" and "expense of the Owner" shall be the actual cost incurred by the Township plus 15% of such cost as a charge for overhead.

- 22. Should the Owner fail to undertake the work or pay the expenses of the Township for undertaking such work, the Township shall use the Performance Deposit as deemed necessary to rectify the default.
- 23. Any costs incurred by the Township pursuant to this Agreement shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice for such costs by the Township addressed to the Owner at its last known address, failing which such costs may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 446 of the *Municipal Act 2001*, S.O. 2001, c.25, as amended from time to time.

### <u>Insurance</u>

- 24. The Owner shall obtain, prior to the execution of this Agreement, and keep in force during construction and maintenance of the works, services and facilities herein, a commercial general liability insurance policy from an insurance company licenced to do business in Ontario providing insurance in the amount of not less than Two Million (\$2,000,000.00) Dollars, per occurrence, exclusive of interest, and costs against loss and/or damage resulting from bodily injury to or death of one or more persons and loss and/or damage to property. Such policy shall name the Township as an additional insured thereunder.
- 25. The Owner shall forward to the Township, prior to the execution of this Agreement, a certificate of liability insurance signed by an authorized employee of the insurance company providing the insurance. Such insurance policy shall contain an endorsement to provide the Township and the Owner with not less than thirty (30) days written notice of cancellation.

# **Indemnity**

26. The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the MTO Agreement and by the construction, repair and/or maintenance or the improper or inadequate construction, repair and/or maintenance of the Development and of the works, services and facilities provided pursuant to this Agreement and the MTO Agreement.

# <u>General</u>

- 27. This Agreement shall be registered on title to the Subject Lands.
- 28. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by or imposed upon the Owner are deemed to be covenants which run with and bind the Subject Lands and every part thereof.
- 29. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

[Signature Blocks on Next Page]

**IN WITNESS WHEREOF** the Owner has hereunto set her hand and seal, and the Township has hereunto affixed its corporate seal under the hands of its appropriate signing officers.

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION Per: Name: Mayor Reeve Title: NINE Per: Name: au Title: CAO/Clerk BONNECHERE EXCAVATING INC. Per: 1-Mark ENRIGH Name: PRESIDENT Title: Per: ENRIGHT Name: Tom Sec-Treas Title: I/WE HAVE AUTHORITY TO BIND THE CORPORATION

# SCHEDULE "A"

### SUBJECT LANDS

# PIN 57225-0200 (LT)

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Part Block D, Plan 65, as in R250738; T/W 189003; Village of Cobden, Township of Whitewater Region

# PIN 57225-0201 (LT)

Part Block D, Plan 65, as in R95974, lying northwest of all of 49-R3603, except Part 1 49-R7123, Parts 1 and 3, 49-R11464, and Part 1 Plan 49-R11940, s/t R189003, Village of Cobden, Township of Whitewater Region

### SCHEDULE "B"

### **ENGINEERING REPORTS**

- (a) Stormwater Management Report dated May 13, 2016
- (b) Civil Design drawings:

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- (i) Whitewater Brewery Construction Notes (Drawing C101) Revision 3 dated 03/05/2016
- (ii) Whitewater Brewery Grading Plan (Drawing C102 and C103) Revision 4 dated 03/05/2016
- (iii) Whitewater Brewery Site Servicing (Drawing C104 and C105) Revision 4 dated 03/05/2016
- (iv) Whitewater Brewery Sanitary Sewer Plan and Profile (Drawing C106) Revision 2 dated 03/05/2016
- (v) Whitewater Brewery Details (Drawing C107) Revision 3 dated 03/05/2016
- (vi) Whitewater Brewery McLaren Property Easement Plan (Drawing C108) Revision 2 dated 03/05/2016

# SCHEDULE "C"

# SANITARY SEWER EASEMENTS

# Part of PIN 57225-0249 (LT)

Parts 1,2 and 3 on Plan 49R\_\_\_\_\_ being Part of Block D, Plan 65, Township of Whitewater

# Part of PIN 57225-0212 (LT)

Part 5 on Plan 49R\_\_\_\_\_ being Part of Block D, Plan 65, Township of Whitewater

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# SCHEDULE "D"

# DRAINAGE EASEMENTS

# Part of PIN 57225-0249 (LT)

Part 4 on Plan 49R\_\_\_\_\_ being Part of Block D, Plan 65, Township of Whitewater Region

# Part of PIN 57225-0212 (LT)

Part 6 on Plan 49R\_\_\_\_\_ being Part of Block D, Plan 65, Township of Whitewater Region

# SCHEDULE "E"

# ESTIMATED COST OF THE WORKS AND AMOUNT OF THE PERFORMANCE DEPOSIT AND CASH DEPOSITS

# Cost of the Works

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1.	Sanitary Sewer Lateral on Adjacent Lands	\$111,000.00
2.	Water Main Lateral including connection	\$48,000.00
3.	Storm Drainage Works on Adjacent Lands	\$34,000.00
4.	MTO Agreement Road Works	\$132,950.00
	Total Cost of the Works	\$325,950.00
<u>Perfo</u>	rmance Deposit	\$81,487.50
<u>Cash</u>	Deposits	
	Engineering	\$10,000.00
	Legal	\$16,000.00
	Total Cash Deposits	\$26,000.00

# **CSIO CERTIFICATE OF INSURANCE**

BROKER:	DATE: June 28, 2016
PETRELA WINTER & ASSOCIATES 12-14 Bruce Park Avenue Toronto, Ontario M4P 2S3	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverages afforded by the policies below.
NAMED INSURED:	Company Letter
BONNECHERE EXCAVATING INC.	A ROYAL & SUN ALLIANCE INSURANCE COMPANY
1 Innovation Drive Renfrew, Ontario	В

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co. Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (YY/MM/DD)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY Blasting Operations Included	COM 049482282	16/05/19 to 17/05/19	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS-COMP/OP AGG TENANTS LEGAL LIABILITY NON-OWNED AUTO	\$2,000,000 \$10,000,000 \$2,000,000 \$1,000,000 \$2,000,000
A	AUTOMOBILE LIABILITY ALL OWNED AUTOS	CAP 049481451	16/05/19 to 17/05/19	BODILY INJURY & PROPERTY DAMAGE COMBINED SINGLE LIMIT	\$2,000,000
A	UMBRELLA LIABILITY	COM 049482282	16/05/19 to 17/05/19	EACH OCCURRENCE AGGREGATE	\$13,000,000 \$13,000,000

#### ADDITIONAL INSURED:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

#### **DESCRIPTION OF OPERATIONS/PROJECT:**

Left Turn Lane at 78 Pembroke Street, Cobden, Ontario

It is understood and agreed that the above is (are) added as Additional Insured(s) to the General Liability policy but only with respect to liability arising out of the operations of The Named Insured as it relates to the

#### **CERTIFICATE HOLDER:**

captioned project.

The Corporation of the Township of Whitewater Region P.O. Box 40 44 Main Street Cobden, Ontario K0J 1K0

#### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail **30** days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative.

AUTHORIZED REPRESENTATIVE

M.U.S.



#### SITE PLAN AGREEMENT BOND

### BOND NO: TCS0291340

### AMOUNT: \$81,487.50

KNOW ALL MEN BY THESE PRESENTS that Bonnechere Excavating Inc. as principal (herein called the "Principal"), and Trisura Guarantee Insurance Company, as surety (herein called the "Surety"), are held and firmly bound unto The Corporation of the Township of Whitewater Region, as obligee (herein called the "Obligee"), in the amount of Eighty One Thousand Four Hundred Eighty Seven -- 50/100 DOLLARS (\$81,487.50) of lawful money of Canada, for which payment the Principal and the Surety bind themselves, their respective heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

### SIGNED AND SEALED THIS 17th day of August, 2016.

WHEREAS the Principal has entered into a written Agreement with the Obligee dated the 24<sup>th</sup> day of June, 2016, for Site Plan Agreement with respect to the construction and development of a brewery and brew pub, more particularly described in Schedule "A", which agreement is by reference made a part hereof and is hereinafter referred to as the "Agreement".

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall well and faithfully observe and perform all obligations on the part of the Principal to be observed and performed in connection with the Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

WHENEVER the Principal shall be, and declared by the Obligee in its sole discretion exercised at any time and from time to time, to be in default under the Agreement, the Surety shall, upon written demand or demands for payment by the Obligee, honour such demands without enquiring whether the Obligee has aright between itself and the Principal to make such a demand or demands without recognizing any claim of the Principal.

PROVIDED, however that,

- (a) the Obligee is required to deliver to the Surety at such time as a written demand for payment is made upon the Surety, a certificate confirming that monies demanded pursuant to this bond are obligations of the Principal properly incurred in connection with the Agreement.
- (b) any claim against this bond must be made immediately upon default of the principal it being understood and agreed by the Obligee in accepting this bond that delay in reporting a default is prejudicial to the Surety.

AND PROVIDED further that in no event shall:

- (a) the Surety be liable for a greater sum than the amount specified in this bond, and
- (b) any right of action accrue by reason hereof to or for the use or benefit of any person other than the Obligee.

IN WITNESS WHEREOF the Principal has hereunto set its hand and affixed its seal and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

#### SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

#### BONNECHERE EXCAVATING INC.

c/s Per

#### TRISURA GUARANTEE INSURANCE COMPANY

Chris Curry, Attorney-in-Fact A member of the Brookfield group of companies

Vancouver 1055 West Georgia St., Suite 3020, Royal Centre, Box 11160 Vancouver, BC V6E 3R5 Tel: 604.688.5641 Fax: 604.688.5826 Calgary 150 - 6 Avenue SW Suite 3360 Calgary, AB T2P 3Y7 Tel: 403.663.3343 Fax: 403.663.3344 
 Toronto

 Bay Adelaide Centre

 333 Bay Street,

 Suite 1610, Box 22

 Toronto, ON M5H 2R2

 Tel:

 416.214.2555

 Fax:

 416.214.9597

Montreal 1501 McGill College Ave. Suite 1620 Montreal, QC H3A 3M8 Tel: 514.845.4555 Fax: 514.845.6876 Québec 979 De Bourgogne Ave. Suite 340 Québec (Québec) G1W 2L4 Tel: 418.650.2544 Fax: 514.845.6876 Halifax 201 Brownlow Ave., Ste 4 Dartmouth, NS B3B 1W2 Tel: 902.468.1627 Tel: 902.468.6889 Fax: 416.214.9597

White water	COWNSHIP OF WHITEWATER REGION OCTOBER 25, Session 2016 No.	
	Moved by Dure Marthan	
	Seconded by	-

Be it resolved that the Council of the Township of Whitewater Region agrees to take #15 out of the Financial Requirements of the Site Plan Agreement as per Schedule "E". The Township of Whitewater Region agrees to absorb the \$26,000.00 for engineering and legal fees that the Township has absorbs for the Brewery development.

CARRIED

NOT CARRIED

SIGNATURE

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# **DIVISION VOTE**

YEAS	NAME	OF MEMBER OF COUNCIL		NAYS
	Cathy			L
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### ACKNOWLEDGEMENT AND DIRECTION

(Notice of Site Plan Agreement)

#### TO: All lawyers in the firm of Borden Ladner Gervais LLP

AND TO: Any and all designees of the above

RE: Site Plan Agreement between The Corporation of the Township of Whitewater Region ("Applicant") and Bonnechere Excavating Inc. over PT BLK D, PL 65, AS IN R250738; T/W 189003 ; VILLAGE OF COBDEN ; TOWNSHIP OF WHITEWATER REGION being all of PIN 57225-0200(LT) and over PT BLK D, PL 65, AS IN R95974,LYING NW OF ALL OF 49R3603, EXCEPT PT 1, 49R7123, PTS 1 & 3, 49R11464 & PT 1, 49R11940; S/T R189003 ; VILLAGE OF COBDEN; TOWNSHIP OF WHITEWATER REGION being all of PIN 57225-0201(LT) (the "Lands")

### This will confirm that:

- I/we have reviewed the information set out in the attached "In Preparation" document(s) initialed by me/us and that this information is accurate;
- You are authorized and directed to register electronically on my/our behalf the document(s)described in this Acknowledgment and Direction and the attached "Document Preparation Report(s)", as well as any other document(s) required to complete the above-noted transaction;
- You are authorized and directed to insert any necessary missing information in the document(s) described in this Acknowledgement and Direction which is required to complete the transaction described above;
- The nature and effect of the electronic document(s) described in this Acknowledgment and Direction and the attached "Document Preparation Report(s)" has (have) been fully explained to me/us and I/we understand that I am a party/we are parties to and bound by the terms and provisions of this/these electronic document(s) to the same extent as if I/we had signed this (these) document(s);
- I am/We are in fact the parties named in the electronic document(s) described in this Acknowledgment and Direction and the attached "Document Preparation Report(s)" and I/we have not misrepresented my/our identities to you; and
- This Acknowledgment and Direction, to the extent signed and delivered by means of a facsimile
  machine or other form of electronic communication shall be treated in all manner and respects as
  an original document and shall be considered to have the same binding legal effect as if it were
  the original signed version thereof delivered in person.

### **Description of Electronic Document**

DATED at Conden, Ontario, this

The Document described in this Acknowledgment and Direction is the document selected below which is attached hereto as the "In Preparation" document and is:

13 day of January

• A Notice of Agreement over the Land described above.

The Corporation of the Township of Whitewater Region Per: em rulla Name: Title: Name: LAB FOI 144 Title: CHOILLERLA I/We have authority to bind the municipal corporation.

, 2016.

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

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Properties	
PIN	57225 - 0200 LT
Description	PT BLK D, PL 65, AS IN R250738; T/W 189003 ; VILLAGE OF COBDEN ; TOWNSHIP OF WHITEWATER REGION
Address	COBDEN
PIN ·	57225 - 0201 LT
Description	PT BLK D, PL 65, AS IN R95974,LYING NW OF ALL OF 49R3603, EXCEPT PT 1, 49R7123, PTS 1 & 3, 49R11464 & PT 1, 49R11940; S/T R189003 ; VILLAGE OF COBDEN; TOWNSHIP OF WHITEWATER REGION
Address	COBDEN

Consideration

Consideration \$ 0.00

# Applicant(s)

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The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION Acting as a company
Address for Service	PO Box 40 44 Main Street Cobden ON K0J 1K0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation

Party To(s)		Capacity	Share
Name	BONNECHERE EXCAVATING INC. Acting as a company	, u∙ azır "fentinantigan terminatiri zamı i u sişartı"	ing and annual μ <sup>on t</sup> ing an annual and a set
Address for Se	rvice		
I,	, have the authority to bind the corporation		
This document	is not authorized under Power of Attorney by this party.		
Statements	n an	<u> </u>	····
	ursuant to Section 71 of the Land Titles Act.		
This notice is p			
	or an indeterminate period		
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This notice is for	or an indeterminate period		