

The Corporation of the Township of Whitewater Region

By-law Number 18-05-1067

A by-law to declare a parcel of land surplus to the Township of Whitewater Region's needs, authorize its sale to Nelson Gervais, and authorize the entering into an agreement

Whereas, the Township received a conveyance of the lands described in Schedule "A" attached hereto for the purposes of utilizing the land for a landfill site; and

Whereas, the lands described in Schedule "A" are no longer required for a landfill site; and

Whereas, the lands are now surplus to the Township; and

Whereas, it is now in the best interests of the Township to convey the lands to the original owners or their successors;

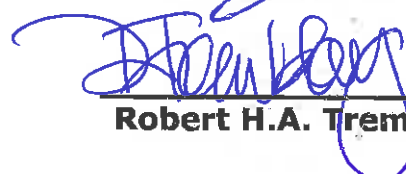
Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. That the lands described in Schedule "A" were declared surplus to the Township of Whitewater Region's needs at a Council Meeting on August 19, 2015.
2. In accordance with a decision of the Council of the Township of Whitewater Region at a Council Meeting on November 18, 2015 to convey the lands in consideration of the sum of Nine Hundred and Thirty Dollars (\$930.00) paid to the Township, representing costs of the transfer the foregoing parcel of land, to Nelson Gervais as a lot addition to the abutting lands owned by them, being Part of Lot 16 & 17, EFC in the former geographic Township of Westmeath, now in the Township of Whitewater Region, County of Renfrew, being all of PIN 57199-0091.
3. The Mayor and CAO/Clerk are hereby authorized to execute on behalf of the Corporation of the Township of Whitewater Region under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands described in Schedule "A" to Nelson Gervais for the sum of Two Dollars (\$2.00).
4. It is hereby resolved that the said transfer shall be conditional on the purchaser and Township entering in to an Agreement to be registered on title, acknowledging that the lands described in Schedule "A" have been used as a landfill site, and further that the Township makes no representations or warranties regarding the quality of the soil and shall not be held liable for any damages incurred by the purchaser or any successors in title, with respect to any actions, damages or claims made by the purchaser or successors in title regarding the state of the lands.
5. This by-law shall not take effect until a certified copy has been registered in the Registry Office for the Land Titles Office of Renfrew.

Read a first, second and third time and finally passed this 16th day of May, 2018.



Mayor, Hal Johnson



Robert H.A. Tremblay, Clerk

Schedule "A"
By-law 18-05-1067

Legal Description of Lands:

Part Lot 16, East Front C, Westmeath, As In R69735, T/W R6735, Township of Whitewater Region, being all of PIN 57199-0089.

THIS AGREEMENT made this 16 day of May, 2018

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
(Hereinafter referred to as the "Township")

and

NELSON GERVAIS
(Hereinafter referred to as "Gervais")

WHEREAS the Township is the registered owner of lands in Part Lot 16, East Front C being all of PIN 57199-00089 LT, and more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Lands").

AND WHEREAS Gervais has agreed to purchase and the Township has agreed to sell the Lands.

NOW THEREFORE the parties agree as follows:

1. The parties acknowledge that the Lands were previously used by the Township as part of a landfill site.
2. Gervais hereby acknowledges and agrees that the Township makes no representation with respect to the state of the lands and, in particular, with respect to the quality of the soil on the said Lands, or whether the Lands are suitable for the purposes for which Gervais wishes to use the Lands. Gervais hereby waives any right or claim or cause of action against the Township should the Lands not be suitable or if Gervais is required to take any remedial action with respect to the soil.

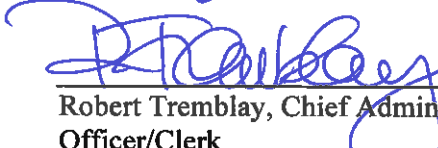
3. This Agreement shall be registered on the title of the Lands and shall endure to the benefit of Gervais and any successors or assigns of the Lands.

Dated this 16 day of May, 2018.

The Corporation Of The Township Of Whitewater
Region:


Per: Hal Johnson, Mayor

Witness


Robert Tremblay, Chief Administrative
Officer/Clerk

We have the authority to bind the Corporation.

Dated this day of , 2018.

Witness

Nelson Gervais

THIS AGREEMENT made this 16 day of May, 2018

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(Hereinafter referred to as the "Township")

and

NELSON GERVAIS
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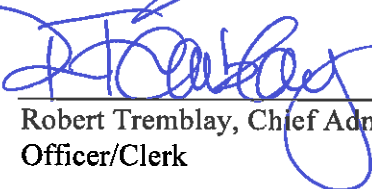
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The Corporation Of The Township Of Whitewater
Region:


Per: Hal Johnson, Mayor

Witness


Robert Tremblay, Chief Administrative
Officer/Clerk

We have the authority to bind the Corporation.

Dated this _____ day of _____, 2018.

Witness

Nelson Gervais