

The Corporation of the Township of Whitewater Region

By-law Number 19-03-1158

A by-law to authorize the execution of a Park Land Agreement with Bonnechere Excavating Inc.

Whereas, Section 9 of the *Municipal Act, 2001* states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas, Council of the Township of Whitewater Region deems it expedient and necessary to enter into a Park Land Agreement with Bonnechere Excavating Inc.;


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

1. The Mayor and Clerk are authorized to execute the Park Land Agreement between Bonnechere Excavating Inc. and the Corporation of the Township of Whitewater Region.
2. The Park Land Agreement attached forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first, second and third time and finally passed this 20th day of March, 2019.



Michael Moore, Mayor



Carmen Miller, Clerk

BONNECHERE EXCAVATING INC.

AND

**THE CORPORATION OF THE TOWNSHIP
OF WHITEWATER REGION**

PARK LAND AGREEMENT

THIS AGREEMENT made this 20 day of March , 2019.

BETWEEN:

BONNECHERE EXCAVATING INC.

hereinafter referred to as the "Owner"

OF THE FIRST PART

AND:

**THE CORPORATION OF THE
TOWNSHIP OF WHITEWATER REGION**

hereinafter referred to as the "Township"

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of the lands described in Schedule "A" (the "Wren Lands") and has applied to the County of Renfrew for approval of a plan of subdivision for the Wren Lands, draft approval of which was originally given on February 28, 1994 with extensions granted;

AND WHEREAS as a condition of subdivision approval of the Wren Lands, land is to be conveyed to the Township for park purposes;

AND WHEREAS the Owner is the registered owner of lands within the Township described in Schedule "B" (the "Bennett Lands") and intends to apply in the future for subdivision approval of the Bennett Lands;

AND WHEREAS, the Owner acknowledges that if approval of a subdivision is granted in the future for the Bennett Lands, land will be required to be conveyed to the Township for park purposes;

AND WHEREAS the Owner has asked the Township to accept as land for park purposes for the Bennett Lands and the Wren Lands, land described in Schedule "C" (the "Park Lands");

AND WHEREAS the Township has agreed to accept this land for park purposes for the Wren Lands and the Bennett Lands, subject to the provisions herein.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One dollar (\$1.00) of lawful money of Canada now paid by the Township to the Owner (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

1. The Owner hereby agrees to transfer to the Township and the Township hereby agrees to accept the Park Lands. The transfer fulfills the obligations of the Owner, pursuant to the Planning Act, to convey parkland as a condition of subdivision approval for the Wren Lands and for the proposed subdivision of the Bennett Lands.
2. The Owner acknowledges that the Bennett Lands are not currently within the boundary of the Village of Cobden but has been advised that the Township intends to commence a review of this boundary sometime in 2019. There is however, no guarantee that the Bennett Lands will be included in the boundary or granted subdivision approval. Moreover, the Owner acknowledges that the area of the Park Lands to be conveyed may exceed the amount of land conveyance authorized by the Planning Act;
3. Notwithstanding the foregoing, the Owner has advised and acknowledged that the use of the Park Lands for park purposes will enhance the value of the Bennett Lands and agrees to transfer the Park Lands to the Township regardless of the uncertainty of the future development of the Bennett Lands.
4. The Township agrees, at its cost, to arrange for the preparation, by a surveyor, of a reference plan to depict the Park Lands. The parties agree that the Park Lands include that part of the Bennett Lands outlined by a heavy orange line on a plan attached to Schedule "C" entitled Astrolabe Arena & BEI Lands Concept Plan. The Park Lands also include the marked pathway connections and proposed Park Road right-of-way.
5. The transfer of the Park Lands shall be made within thirty days from the date the abovenoted reference plan has been deposited in the Registry Office and such transfer shall be without cost to the Township and free of encumbrances.
6. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns
7. If the Owner, sells or transfers any part of the Park Lands it shall exact a covenant from the purchaser or transferee to perform the obligations of the Owner and to exact a like agreement from any purchaser from it.
8. The parties agree that this Agreement will be registered on the Bennett Lands and the Wren Lands following registration of the abovenoted reference plan.
9. The Owner on behalf of its administrators, executors and assigns covenants and agrees to indemnify the Township and each of its officers, agents and employees from all claims, actions, suits and other proceedings arising from or in consequence of the execution of this agreement.

IN WITNESS WHEREOF the Owner's representatives have hereunto set their hand and the Township has hereunto affixed its corporate seal duly attested to by its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED in the presence of

BONNECHERE EXCAVATING INC



Name *MARK ENDIGUT*

Title *PRESIDENT.*

I have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF WHITEWATER
REGION**



MAYOR



CLERK

SCHEDULE "A"
THE WREN LANDS:

Part Block E, Plan 65 designated as Parts 1, 2, and 3 Plan 49R-18527; subject to an easement in R359313 , Township of Whitewater Region

Being all of PIN 57230-0208 (LT)

SCHEDULE "B"
THE BENNETT LANDS

Firstly:

Part Lot 6, Concession 1 West of Muskrat Lake; Part Lot 6 Concession 1; Part of the road allowance between Concession 1 & 2; Part Lot 7, Concession 2; Subject to RS8649, save and except Part 4 Plan 49R-14600 in the Geographic Township of Ross, in the Township of Whitewater Region

Lying north east of Part 4 Plan 49R-14600

Being all of PIN 57222-0161 (LT)

Secondly

Part of Lot 6, Concession 1, west of Muskrat Lake as in RS10134, Township of Whitewater Region

Being all of PIN 57222-0098 (LT)

Thirdly

Part Lot 6, Concession 1 West of Muskrat Lake as in RS7462, Township of Whitewater Region

Being All of PIN 57222-0099 (LT)

SCHEDULE "C"

THE PARK LANDS

Firstly

Part of Lot 6, Concession 1, West of Muskrat Lake; Part of Lot 6 Concession 1,; Part of the road allowance between Concession 1 and 2,; Part of Lot 7, Concession 1, subject to an easement in RS8649, save and except Part 4 Plan 49R-14600 in the geographic Township of Ross, in the Township of Whitewater Region being Parts _____ on Plan 49R- _____

Being Part of PIN 57222-0161(LT)

Secondly

Part of Lot 6, Concession 1, west of Muskrat Lake as in RS10134, Township of Whitewater Region

Being all of PIN 57222-0098 (LT)

Thirdly

Part Lot 6, Concession 1 West of Muskrat Lake as in RS7462, Township of Whitewater Region

Being All of PIN 57222-0099 (LT)

See Attached Sketch