

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 66-2020

Being a by-law to set forth the terms and understanding between TIMWEN Partnership, by its partners Wendy's Restaurants of Canada Inc. and the TDL Group, for the Transfer of lands to the Corporation of the Town of Renfrew and to dedicate such lands as a public highway.

WHEREAS a Memorandum of Understanding, attached as Appendix "A", has been developed for execution between the TIMWEN Partnership, by its partners Wendy's Restaurants of Canada Inc. and the TDL Group, and the Corporation of the Town of Renfrew to facilitate the transfer of the subject lands in consideration of certain conditions; and

WHEREAS a parcel of land identified as Part 2 on the draft reference plan, attached as a schedule to Appendix "A", is required to allow the Stewart Street right-of-way to be widened to permit the realignment of the road at the intersection of Stewart Street and Bruce Street in the Town of Renfrew; and

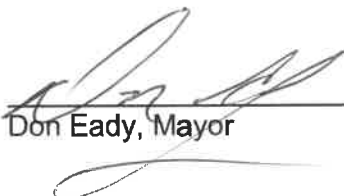
WHEREAS the Corporation of the Town of Renfrew is desirous of dedicating Part 2 of on the aforementioned draft reference plan as a public highway under the Municipal Act, 2001, S.O. 2001; and

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts as follows:


1. **THAT** Renfrew Town Council authorize the Mayor and Clerk to execute the Memorandum of Understanding, attached hereto as Appendix "A", between the Corporation of the Town of Renfrew and the TIMWEN Partnership, by its partners Wendy's Restaurants of Canada Inc. and the TDL Group.
2. **THAT** the parcel of land identified as Part 2 on the draft reference plan, attached as a schedule to Appendix "A", and Part of Lots 11 & 12, Block G, Town of Renfrew, County of Renfrew, known municipally as 383 Stewart Street, Roll # 4748-000-095-14000, having a land area of 0.011 hectares, be designated as a public highway under Section 31 of the Municipal Act, 2001, S.O. 2001.
3. **THAT** the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
4. **THAT** this by-law shall come into force and effect immediately upon its passage thereof.

Read a first and second time this 25th day of August, 2020.

Read a third time and finally passed this 25th day of August, 2020.



Don Eady, Mayor



Kim R. Bulmer, Clerk

APPENDIX "A" TO BY-LAW 66-2020



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **TIMWEN Partnership by its partners Wendy's Restaurants of Canada Inc. and The TDL Group Corp.** and the **Corporation of the Town of Renfrew** for the transfer of lands.

BETWEEN: TIMWEN Partnership by its partners Wendy's Restaurants of Canada Inc. and The TDL Group Corp.
HEREINAFTER CALLED THE "OWNER"

AND: THE CORPORATION OF THE TOWN OF RENFREW
HEREINAFTER CALLED THE "TOWN"

IN THE MATTER OF the proposed transfer of land from TIMWEN Partnership by its partners Wendy's Restaurants of Canada Inc. and The TDL Group Corp. (the "Owner") to the Corporation of the Town of Renfrew (the "Town"). It is hereby understood that:

1. The Town wishes to obtain lands to allow the Stewart Street right-of-way to be widened to permit the realignment of the road at the intersection of Stewart Street and Bruce Street in the Town of Renfrew.
2. The concerned lands are owned by the Owner and are described as being:
"Part 2": Part 2 as shown on the attached draft reference plan (Schedule "A") of Part of Lots 11 & 12, Block G, Registered Plan 8, Town of Renfrew, County of Renfrew, known municipally as 383 Stewart Street, Roll #4748-000-095-14000; having a land area of 0.011 hectares.
3. The concerned lands identified as Part 2 and described within this MOU are shown on the attached plan forming Schedule "A".
4. The Town will, at its sole expense, have prepared and deposited a reference plan showing Part 2 of this MOU.
5. It is understood and agreed that the Owner will transfer to the Town the lands identified as Part 2 within this MOU.
6. It is understood and agreed that the Part 2 lands will be exchanged for one dollar (\$1.00) paid by the Town to the Owner. It is understood that the Part 2 lands are to be transferred to the Town on an "as-is" basis and the Owner shall have no responsibility to remove any encumbrances that exist thereon as of the date hereof.
7. It is understood that the Owner will transfer the lands to the Town in accordance with this MOU within 30 days of the deposit of the reference plan or the execution of this MOU, whichever comes later.

Burlington, ON L7L 6G4

or such other address as the Owner has notified the Town Clerk in writing.

TO THE TOWN:

CORPORATION OF THE TOWN OF RENFREW
127 RAGLAN STREET SOUTH
RENFREW, ONTARIO K7V 1P8

DATED AT THE Renfrew THIS 25 DAY OF August, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

TIMWEN Partnership by its partners:

The TDL Group Corp.



Per: Adriana Molluso

Title: Counsel

"I have the authority to bind the Corporation"



Wendy's Restaurants of Canada Inc.

DocuSigned by:



9EF80B71B8EE494...

Per: Paul Hilder

Title: SVP - Operations

DS

DocuSigned by:



C5E0071CAC3048C...

Per: Dana Calvert

Title: Development Director

"I/We have the authority to bind the Corporation"


DATED AT THE TOWN OF RENFREW THIS 25TH DAY OF AUGUST, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF
RENFREW

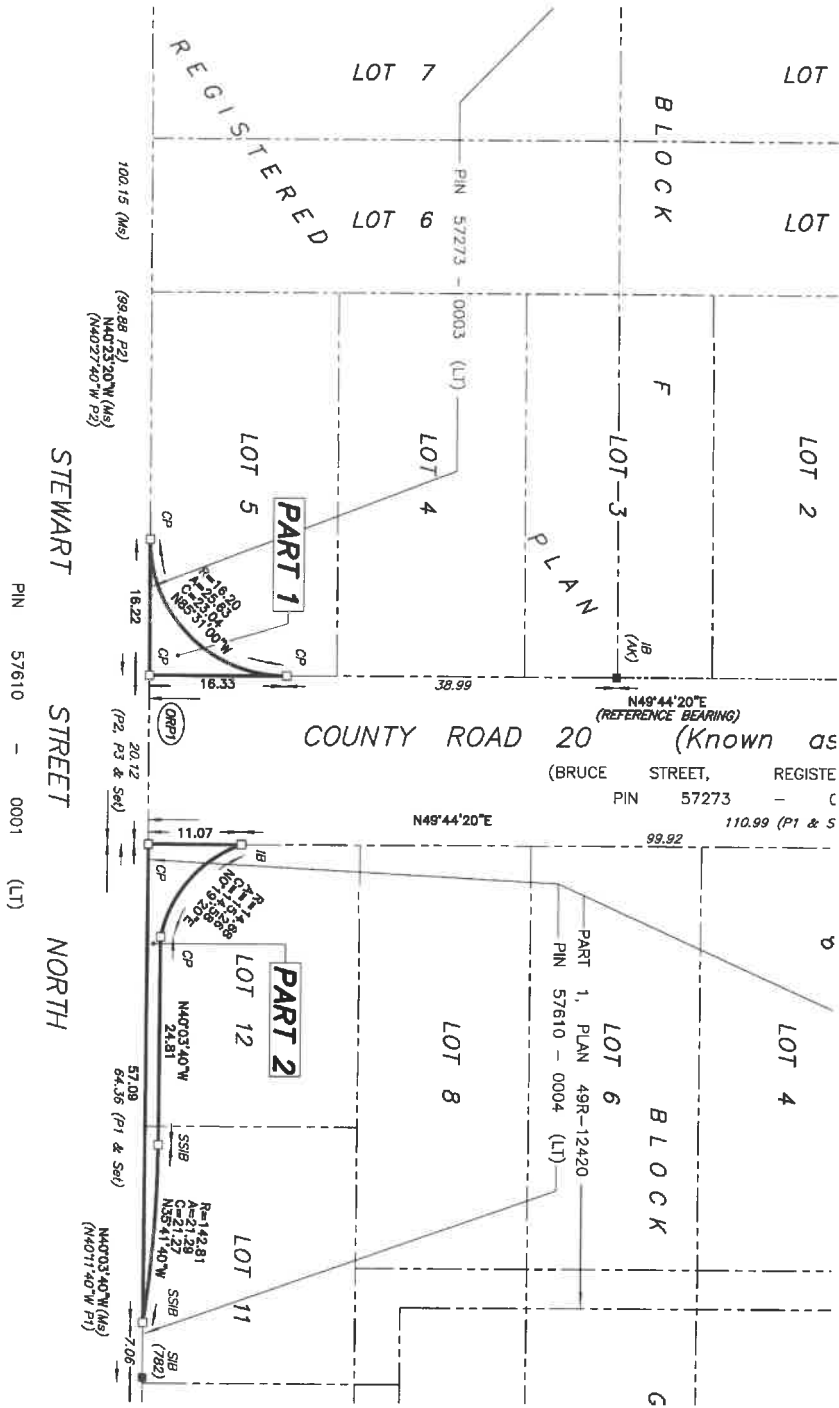


Don Eady, Mayor

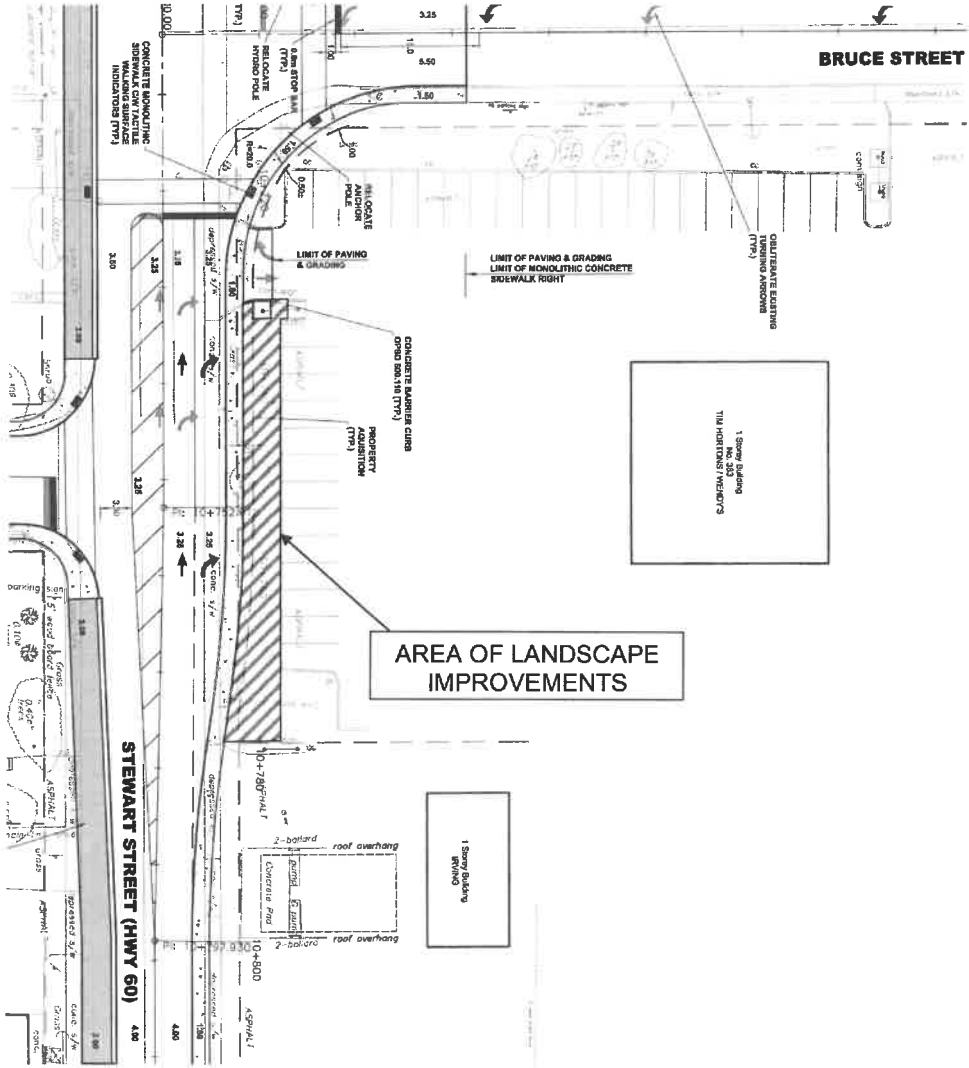


Kim R. Bulmer, Clerk

**Schedule "A"
Subject Lands**



SCHEDULE 'B' RECONSTRUCTION PLAN



SCHEDULE 'C'
FINANCIAL REQUIREMENTS

1. It is understood that the Town will fund all the costs required to give effect to the provisions of this MOU. The fees to complete the transaction will consist of legal and surveying fees and are estimated as follows:

1. Legal Fees	\$3,500.00
2. Surveying Fees	\$3,000.00
3. The Owner's Legal Fees	Up to \$2,000 plus HST
TOTAL	\$6,500.00 + up to \$2,000 plus HST

* Not including HST.

2. It is understood that the Town will fund all the costs of the works described in this MOU. The estimated cost of the works are as follows:

1. Concrete Walkway (incl. Granular "A" Base)	Quantity: 188.43 m ³	\$6,549.82
2. Bench (incl. supply and install of bench)	Quantity: 1	\$3,447.18
TOTAL		\$9,997.00

* Not including HST.