

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 67-2020

Being a by-law to set forth the terms and understanding between 2575990 Ontario Inc. (Rocky Mountain House/Crown and Kilt) 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 2575990 Ontario Inc. (Rocky Mountain House/Crown and Kilt) 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 1 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 1 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 2575990 Ontario Inc..
2. **THAT** the parcel of land identified as Part 1 on the draft reference plan, attached as a schedule to Appendix "A", and Part of Lot 5, Block F, Town of Renfrew, County of Renfrew, known municipally as 409 Stewart Street, Roll # 4748-000-095-07800, having a land area of 0.006 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.


Den Eady, Mayor


Kim R. Bulmer, Clerk

APPENDIX "A" TO BY-LAW 67-2020



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **2575990 ONTARIO INC** (Rocky Mountain House/Crown and Kilt) and the **Corporation of the Town of Renfrew** for the transfer of lands.

BETWEEN: 2575990 ONTARIO INC
HEREINAFTER CALLED THE "OWNER"

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

IN THE MATTER OF the propose transfer of land from 2575990 ONTARIO INC (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 1": Part 1 as shown on the attached draft reference plan (Schedule "A") of Part of Lot 5, Block F, Town of Renfrew, County of Renfrew, known municipally as 409 Stewart Street, Roll #4748-000-095-07800; having a land area of 0.006 hectares.
3. The concerned lands identified as Part 1 and described within this MOU are shown on the attached plan forming Schedule "A".
4. It is understood and agreed that the Owner will transfer to the Town the lands identified as Part 1 within this MOU.
5. It is understood and agreed that the lands will be exchanged for one dollar (\$1.00) paid by the Town to the Owner.
6. It is understood that the Owner is in agreement with the new location of

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the roadway and associated road improvements as generally shown on Schedule "B". The Town will undertake all road improvements at the cost of the Town.

7. It is understood that the Town will re-paint the Owner's parking lot at 409 Stewart Street, in general accordance with the parking lot layout shown on Schedule "B".
8. It is understood that the Town will undertake the all removals of planters, trees and other landscaping materials required to reconfiguring the parking lot in general accordance with the parking lot layout shown on Schedule "B".
9. It is understood that the Town will relocate the light standard within the parking lot at 409 Stewart Street to permit the reconfiguration of the parking lot, to a new location mutually agreed upon by the Owner and the Town.
10. It is understood that the Town will re-landscape all disturbed areas outside of the parking area with sod.
11. It is understood that the Town will reinstate with like material all areas of the parking lot required to be disturbed for the purposes of reconfiguring the parking lot as described in the preceding paragraphs.
12. It is understood that all costs associated with the reconfiguration of the parking lot as described in the preceding paragraphs will be at the Town's sole expense.
13. 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 in Schedule "C".
14. It is understood that the Town will administer all the required procedures in order to give effect to the provisions of this MOU.
15. It is understood and agreed that the Town and the Owner will execute any documents reasonably necessary to give effect to the provisions of this MOU and obtain the lands contemplate herein.
16. It is understood and agreed that the Mayor and the Clerk will have the authority to execute any documents reasonably necessary to give effect to the provisions of this MOU on behalf of the Town.
17. This MOU is at-will and may be modified by mutual consent of authorized officials from the Owner and the Corporation of the Town of Renfrew. This MOU shall become effective upon signature by the authorized officials from the Owner and the Corporation of the Town of Renfrew and will remain in effect until terminated.


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Contact Information

Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Developer and/or the Town as follows:

TO THE OWNER: 2575990 ONTARIO INC
760 GIBBONS RD
RENFREW ON K7V 0B7

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 Town of Renfrew THIS 18th DAY OF June, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

2575990 ONTARIO INC

Fuxiang Wang
Per: Fuxiang Wang

Title: President

Per: Jiyou Sui

Title: secretary

Jiyou Sui
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"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

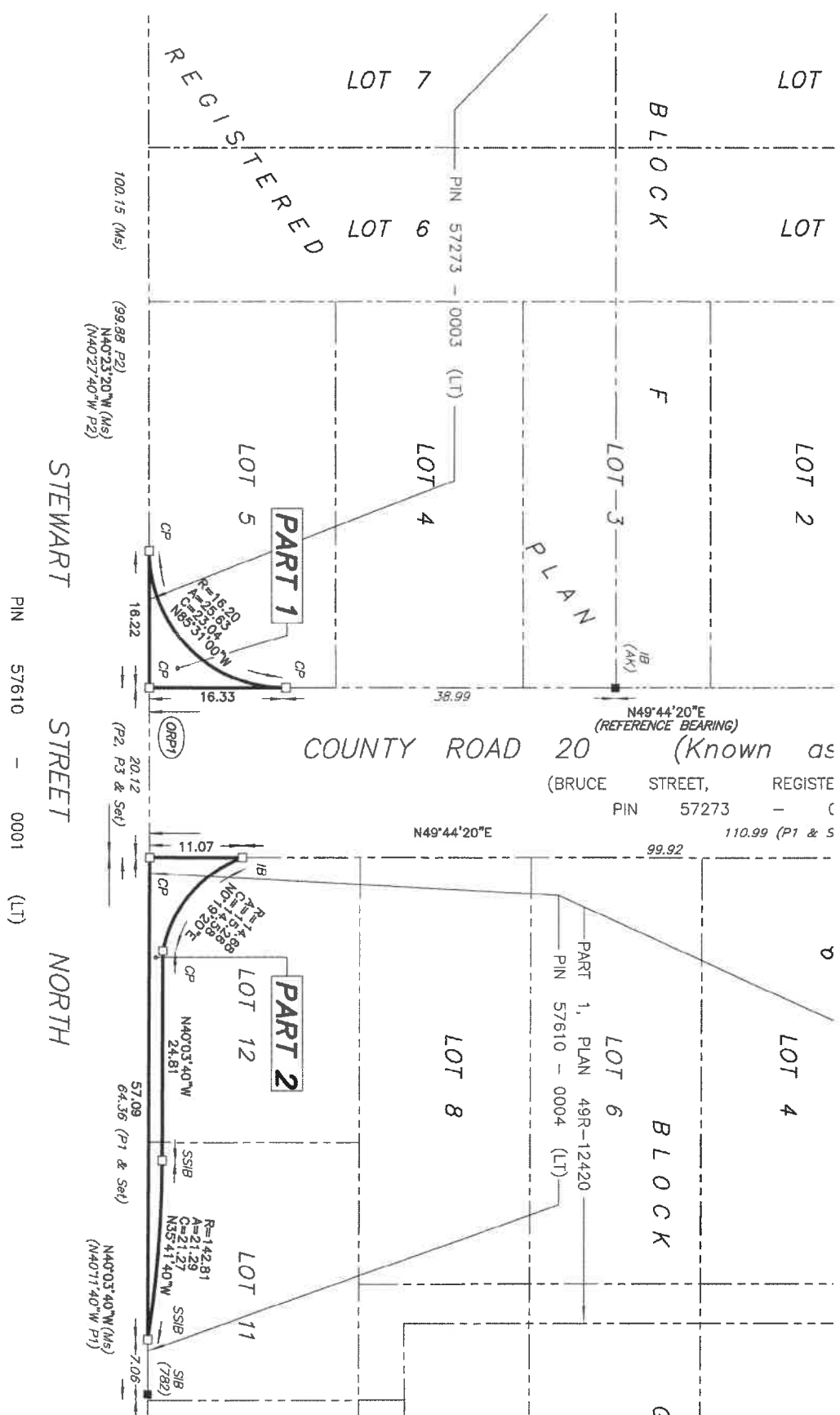


Kim R. Bulmer, Clerk


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Schedule "A"
Subject Lands

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UTX



STEWART STREET NORTH

PIN 57610 - 0001 (LT)

COUNTY ROAD 20 (Known as BRUCE STREET, REGISTE
 PIN 57273 - (110.99 (P1 & S
 N49°44'20"E

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SCHEDULE 'B'
RECONSTRUCTION PLAN

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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 to be the following:

1. Legal Fees	\$3,500.00
2. Surveying Fees	\$3,000.00
TOTAL	\$6,500.00

* Not including HST.


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