

**CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**

**BY-LAW NO. 19 - 16**

BEING a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Village" AND Donald Christopher McConnell, hereinafter called "The Owner"

AND WHEREAS sections 5.(3), 8.(1) and 9. of the *Municipal Act*, 2001, S.O. 2001, c25, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

AND WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to enter into an agreement with the owner for the acquisition of lands as attached as Schedule "A"

NOW THEREFOR the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

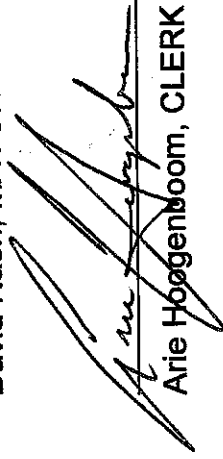
- 1) the Mayor and the Clerk, or their designates, on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign the agreement – attached as Schedule "B" - with the Owner
- 2) That the Mayor and the Clerk, or their designates, on behalf of the Corporation of the Village of Merrickville – Wolford are authorized and directed to execute all necessary documents with respect to this transaction in the name of the Village and to affix the seal of the Village thereto.

READ a first and second time this 6th day of September, 2016

READ a third and final time and passed this 6th day of September, 2016



David Nash, MAYOR



Arie Hoogenboom, CLERK

Schedule "B"  
By-Law 19 - 16

The Corporation of the Village of Merrickville-Wolford  
Agreement for the acquisition of lands for the purposes of creating a highway

This Agreement made this 8<sup>th</sup> day of September, 2016

**Between;** McConnell Construction c/o Donald Christopher McConnell,  
hereinafter called the Owner,  
Of the first Part

**And;** The Corporation of the Village of Merrickville-Wolford,  
Hereinafter called the Village,  
Of the second Part

**Whereas** the Council of the Village of Merrickville-Wolford deems it expedient to enter into an agreement with the Owner whereby the Owner transfers the ownership and title of certain lands as described in Schedule "B" for the purpose of creating a public highway over the lands described in Schedule "A" to By-Law 19 -16.

**Now Therefore This Agreement Witnesseth That** in consideration of payment to the Owner the sum of One Dollar (\$1.00) from the Village, the receipt of which is hereby acknowledged, the Village hereby covenants, promises and agrees that;

1. The said lands acquired by the Village shall be used for the purposes of creating a highway.
2. For the purposes of this agreement, "highway" means a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and, except as otherwise provided, includes a portion of a highway.

**THAT** Schedule "A" to By-Law 19 -16 shall form part of this agreement.

Where any part or parts of this agreement are deemed by a Court of competent jurisdiction to be invalid, such finding will not affect the remainder of this agreement.

**In Witness Whereof** the Parties hereto have executed this Agreement;

**For the Corporation of the Village of Merrickville-Wolford;**




David Nash (Mayor)



Arie Hoogenboogh (Clerk)

**For the Owner; McConnell Construction c/o Donald Christopher McConnell**



Signature

DONALD MCCONNELL

Print Name

Owner

Title

**Schedule "A"**  
**By-Law 19-16**

All and singular those certain portions of land lying within and being in the Village of Merrickville-Wolford in the United Counties of Leeds and Grenville in the Province of Ontario, more particularly described as:

1. Lot 9 and the South Half of Part Lot 10, Concession 3 being Part 4 and 5 on Plan 15R-11797, Geographic Township of Wolford, now in the Village of Merrickville-Wolford, County of Grenville being Part of PIN 68106-0731 (R)