THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 03-09-189

BEING A BY-LAW AUTHORIZING THE SIGNING OF AN ESCROW AGREEMENT WITH
THE CITY OF PEMBROKE.

NOW THEREFORE, the Council of the Corporation of the Township of Laurentian Valley
enacts as follows:

1. That the Reeve and the Clerk are authorized to enter into and sign the attached
   Escrow Agreement dated the 12th day of September, 2003.

2. This By-Law shall take effect upon the final passing hereof.

Read a FIRST and SECOND time this 15th day of September, 2003.

REEVE  CHIEF ADMINISTRATIVE OFFICER/CLERK

Read a THIRD time and FINALLY passed this 15th day of September, 2003.

REEVE  CHIEF ADMINISTRATIVE OFFICER/CLERK
ESCROW AGREEMENT

This Escrow Agreement is made as of the 12th day of September, 2003.

BETWEEN:

THE CORPORATION OF THE CITY OF PEMBROKE
Hereinafter called the "City"
OF THE FIRST PART

- and-

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
Hereinafter called the "Township"
OF THE SECOND PART

- and-

S. ANTHONY GARRETTO
Hereinafter called the "Escrow Agent"
OF THE THIRD PART

1. Definitions:

(a) "Acknowledgement and Direction" means the standard document which is utilized by the Province of Ontario’s electronic Land Registration System to allow for the registration of the Transfer set out in this agreement.

(b) "Agreement" means the within Agreement;

(c) "By-Law" means the By-Law attached as Schedule "A" to this Agreement;

(d) "Escrow Documents" mean the Acknowledgement and Direction and By-Law delivered by the delivering parties pursuant to this Agreement;

(e) "Escrow Release Date" has the meaning ascribed to in section 2 below;

(f) "Lands" means the lands in Part of Lot 24, Concession 2, in the Township of Laurentian Valley and includes the site of the existing sewage treatment facility and adjacent lands to accommodate the proposed expansion of the said facility;

(g) "OMRB" means the Ontario Municipal Board.

(h) "OPA" means an amendment to the Official Plan of Township pursuant to Section 21 of the Planning Act to designate the Lands so as to permit the Works;

(i) "Planning Act" means the Planning Act, R.S.O. 1990, c.P.13;

(j) "Site" means PIN 57141-0136(L.T), PIN 57141-0137(L.T), and Part of PIN 57141-0149(L.T) more particularly described as Part 1, Plan 49R-14784;

(k) "SPA" means Site Plan and Site Plan Agreement approved under Section 41 of the Planning Act

(l) "ZBA" means an amendment to the Zoning By-Law of the Township pursuant to Section 34 of the Planning Act to zone the Lands so as to permit the use of the Lands for the Works.
2. **Recitals:**

2.1 The “Township” is the registered owner of the lands in the Township of Laurentian Valley, being a portion of Rankin Street and Part of PIN 57141-0149(LT) more particularly described as Part 1, Plan 49R-14784;

2.2 The “City” is the owner of an existing Sewage Treatment Plant as described in PIN 57141-0135(LT).

2.3 The “City” has been requested by the Ministry of Environment for the Province of Ontario to construct a secondary Sewage Treatment Plant to upgrade the facility to secondary treatment. The Secondary Treatment Plant and associated works are proposed to be constructed on the Lands;

2.4 The “Township” has given second reading to By-Law 03-02-163, being a By-law to close the highway described as Part 1, Plan 49R-14784.

2.5 There is a dispute between the “City” and the “Township” relating to the closure and transfer of a portion of Rankin Street and that the “City” has commenced an Application in the Ontario Superior Court of Justice having Court File No. 03/602 (the “Application”);

2.6 The “City” and the “Township” have agreed to resolve the current dispute relating to Rankin Street in a manner other than through the Court process in order to reduce costs.

2.7 The parties hereto have agreed to have held in escrow various documents relating to a settlement between the parties on the terms and conditions set out herein;

**NOW THEREFORE** in consideration of the sum of $10,00, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

The following documents executed by the delivering party and the monies set out below shall be delivered to the Escrow Agent on or before September 30, 2003:

(a) The “City” shall deliver a certified cheque or bank draft in the amount of SIXTY THOUSAND DOLLARS ($60,000.00) plus legal fees, disbursements, GST in the amount of $1001.41 (including GST Exempt Disbursements for the registration of the Transfer and the By-Law in the amount of $141.40) for a total of $61,001.41 (the “Cheque/Draft”) and payment of the said sum shall be added to the costs of the new Secondary Treatment Plant.

(b) The “Township” shall deliver an Acknowledgement and Direction authorizing the “Escrow Agent” to register electronically a Transfer to The Corporation of the City of Pembroke of Part of PIN 57141-0149(LT) more particularly described as Part 1, Plan 49R-14784.

(c) The “City” shall deliver an Acknowledgement and Direction authorizing the “Escrow Agent” to register electronically a Transfer from The Corporation of the Township of Laurentian Valley of Part of PIN 57141-0149(LT) more particularly described as Part 1, Plan 49R-14784.

(d) The “Township” shall deliver an Acknowledgement and Direction authorizing the “Escrow Agent” to register electronically the By-Law passed by the “Township” closing highway being Part of PIN 57141-0149(LT) more particularly described as Part 1, Plan 49R-14784.

(e) The “Township” shall deliver the By-Law to the “Escrow Agent”.

2. The Escrow Documents and the “Cheque/Draft” shall be held in escrow by the “Escrow Agent” and shall be released upon the date the last of the following events occurs (the “Escrow Release Date”):

(a) The OMB has issued a decision approving with or without conditions the “OPA”, “ZBA” and “SPA” and the decision is no longer subject to appeal.

(b) The OMB has issued a decision not approving the “OPA”, “ZBA”, and “SPA” and the decision is longer subject to appeal.

3. The “Escrow Agent” agrees to hold the Escrow Documents and monies in escrow and to release same in accordance with this paragraph as follows upon the Escrow Release Date as follows:

(a) If the OMB has issued a decision approving (the “Decision”) an “OPA”, “ZBA” and “SPA” on such terms and conditions, if any, that are satisfactory to the City and the approval is no longer subject to appeal, and if the City has completed a search of title to the subject Lands and an execution search satisfactory to the City, then the City shall notify the “Township” and “Escrow Agent” in writing within thirty days of the issuance of the Decision, that the “City” is satisfied and wishes to proceed with the registration of the By-law and the closing of the transaction. Upon receipt of the said written notification from the “City” the “Escrow Agent” will electronically register the By-Law and Transfer, and provide a Receipt of the said registration to the “City” and deliver the “Cheque/Draft” to the “Township”.

(b) If the OMB has not approved the “OPA”, “ZBA”, and “SPA” or approved the “OPA”, “ZBA” and “SPA” on terms or conditions that are not satisfactory to the City and the approval is longer subject to appeal, or if the search of title and/or execution search are not satisfactory to the City or if the City has not notified the “Township” and “Escrow Agent” in writing within thirty days of the issuance of the Decision that the “City” is satisfied and wishes to proceed with the registration of the By-law and the closing of the transaction, then the “Escrow Agent” will return the Acknowledgements and Directions and By-Law to the “Township” and return the “Cheque/Draft” to the “City”.

4. Each of the “City” and the “Township” hereby agree to indemnify and save the Escrow Agent harmless from any claim that may be made against the Escrow Agent acting in its capacity as Escrow Agent herein and agree to release the Escrow Agent in respect of any claim or cause of action that each may have against the Escrow Agent in connection or arising out of this Escrow Agreement save and except in respect of any gross negligence or wilful misconduct of the Escrow Agent.

5. The costs of the Escrow Agent shall be borne equally by the “City” and the “Township”.

6. Each of the parties shall execute and deliver all such further documents and do such other things as the other parties may reasonably request to give full effect to this Escrow Agreement.

7. The parties hereto agrees as follows:

(a) that the “City” agrees to support an access point to the Ottawa River on the “Site” but the “City” and the “Township” agrees to leave the location of the access point on the “Site”, the width and the degree of improvement to be determined by the “OMB”. Except as set out in this subparagraph, the “Escrow Agreement” does not bind the “City” or the “Township” to any particular position at the “OMB” relating to the “OPA”, “ZBA” or “SPA”.

(b) that the “City” agrees to abandon the Application relating to Rankin Street, being Ontario Superior Court of Justice Court File No. 03/602 upon signing of the escrow agreement by both the “Township” and the “City”, by delivering a Notice of Abandonment. Both the “City” and “Township” agree that the Abandonment of the Application shall be without costs to either of the “City” or the “Township”. The “City” hereby releases and forever discharges the “Township” from any and all actions, causes of action, claims and demands, for damages, loss, howsoever arising,
which heretofore may have been sustained by the “City” up to and including September 12, 2003 in connection with the proposed development, construction and use of a secondary sewage treatment facility on the Lands herein before described.

(c) that the “Township” and “City” agree that this agreement is conditional on the signing of an agreement by the “City” and “Township” on or before September 17, 2003 concerning the payment of the Township’s professional costs satisfactory to the parties.

(d) that the “Township” agrees that upon signing this Agreement and subject to the condition set out in subparagraph (c) above, to conclude the Rankin Street road closing in accordance with the draft “By-Law” attached as Schedule “A”, the remaining concerns relating to public access to the Ottawa River will be addressed in the “OPA”, “ZBA” and “SPA” at the “OMB”.

(e) that the “City” and “Township” agree that in the event the “Escrow Documents” are released pursuant to paragraph 3(b) that the “Township” may repeal the “By-Law”.

8. This Escrow Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

9. All notices or other communications required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile transmission addressed to such other party or delivered to such other party as follows:

(1) the “Township”, addressed to it, at:

The Township of Laurentian Valley
460 Witt Road, R.R. 4
Pembroke, ON
K8A 6W5
Facsimile: (613) 735-5820
Attention: the Chief Administrative Officer

(2) the “City”, addressed to it, at:

The City of Pembroke
P.O. Box 277, 1 Pembroke Street East
Pembroke, ON
K8A 6X3
Facsimile: (613) 735-3660
Attention: the Chief Administrative Officer

or at such other address as may be given by one party to the other in writing from time to time and such notices or other communications shall be deemed to have been received when delivered, or, if sent by facsimile transmission, on the date of transmission unless sent on a day which is not a business day or after 5:00 p.m. (local time) on a business day, in which case it shall be deemed to have been received on the next business day following the day of any such transmission.
10. This Escrow Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. A facsimile transmission of this Escrow Agreement bearing a signature on behalf of a party hereto shall be legal and binding on such party.

In witness whereof the parties hereto have duly executed this Escrow Agreement.

THE CORPORATION OF THE CITY OF PEMBROKE
Per: ___________________________
   Mayor Bob Pilot

Per: ___________________________
   Terry Lapierre, CAO
We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
Per: ___________________________
   Reeve Jack Wilson

Per: ___________________________
   Darrel Ryan, CAO
We have authority to bind the Corporation.

Witness:

S. Anthony Garretto
Escrow Agent
Schedule "A" to Escrow Agreement

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER

BEING A BY-LAW TO PROVIDE FOR THE STOPPING-UP AND SALE OF PART OF RANKIN STREET, REGISTERED PLAN NUMBER 26 AND PART OF LOT 24, CONCESSION 11, GEOGRAPHIC TOWNSHIP OF PEMBROKE, TOWNSHIP OF LAURENTIAN VALLEY, IN THE COUNTY OF RENFREW, DESIGNATED AS PART 1 ON A PLAN OF SURVEY DEPOSITED IN THE LAND TITLES DIVISION OF RENFREW 49 AS PLAN 49R14784, BEING PART OF PIN 57141-0149(LT).

WHEREAS, The Municipal Act S.O. 2001, c. 25. Section 34 as amended authorizes the passing of By-Laws for the stopping-up of a highway;

AND WHEREAS, the Municipal Council of the Corporation of the Township of Laurentian Valley deems it advisable and expedient to stop of and sell all that portion of the highway known as Part of Rankin Street, Registered Plan Number 26 and Part of Lot 24, Concession 11, Geographic Township of Pembroke, Township of Laurentian Valley, in the County of Renfrew, designated as Part 1 on a Plan of Survey deposited in the Land Titles Division of Renfrew 49 as Plan 49R14784 being Part of PIN 57141-0149(LT);

AND WHEREAS, the permanent closing would not result in a person having no motor vehicle access to and from a person's land over a highway;

AND WHEREAS, Council has heard any person who claimed that his land would be prejudicially affected by the By-Law who applied to be heard;

AND WHEREAS the Corporation of the Township of Laurentian Valley and the Corporation of the City of Pembroke have entered into an escrow agreement dated September 8th, 2003 attached hereto as Schedule "A" (the Escrow Agreement") for the purpose of resolving litigation between the municipalities concerning the stopping-up and sale of that Part of Rankin Street described above.

NOW THEREFORE, the Council of the Corporation of the Township of Laurentian Valley enacts as follows:

1. That the highway known as Part of Rankin Street, Registered Plan Number 26 and Part of Lot 24, Concession 11, Geographic Township of Pembroke, Township of Laurentian Valley, in the County of Renfrew designated as Part 1 on a Plan of Survey deposited in the Land Titles Division of Renfrew 49 as Plan 49R14784 being Part of PIN 57141-0149(LT) be and the same is hereby closed and stopped-up subject to the provisions of this By-Law.

2. Upon delivery of the written notice specified paragraph 3(a) of the Escrow Agreement within the time limit set out in that paragraph, the Council of the Corporation of the Township of Laurentian Valley shall sell the freehold of that part of the lands and premises so stopped-up to the adjoining owner for the sum of $60,000.00 plus legal fees, disbursements, GST in the amount of $1001.41 (including GST Exempt Disbursements for the registration of the transfer and this By-Law in the amount of $181.40) for a total of $61,081.41. The sale of that part of the lands and premises so stopped-up shall proceed in accordance with the Escrow Agreement. If the Adjoining owner does not give the written notice specified in paragraph 3(a) of the Escrow Agreement within the time limit set out in that paragraph, then Council may repeal this By-Law.

3. Subject to the terms of the Escrow Agreement, that upon and after the passing of this By-Law, the Reeve and the Clerk of the Township be and they are hereby authorized to execute and do all things necessary for the conveyance of the lands hereinbefore referred to the abutting owner and to affix thereto the Corporate Seal.
4. This By-Law shall take effect upon the final passing hereof and upon compliance with Paragraph 5 of this By-Law.

5. If the Escrow Agent registers this By-Law pursuant to paragraph 3(a) of the Escrow Agreement, then this By-Law shall take effect upon the said registration of this By-Law pursuant to the provisions of Section 34(5) of the Municipal Act, 2001. If the Escrow Agent returns this By-law to the Corporation of the Township of Laurentian Valley pursuant to paragraph 3(b) of the Escrow Agreement, then this By-Law shall not take effect and Council may repeal this By-Law.

Read a FIRST and SECOND time this day of 2003.

REEVE

Read a THIRD time and FINALLY passed this day of 2003.

REEVE

CHIEF ADMINISTRATIVE OFFICER/CLERK

CHIEF ADMINISTRATIVE OFFICER/CLERK