

DRAFT

AGREEMENT made at Toronto this day of , 2016

BETWEEN:

PUBLIC GUARDIAN AND TRUSTEE

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF MINTO

PARTY OF THE SECOND PART

WHEREAS the land legally described as LT 26 S/S ARTHUR ST PL VILLAGE OF HARRISTON MINTO; MINTO, being the land under PIN 71030-0112 LT, Land Registry Office No. 61, was registered in the name of The Harriston Bowling Association of the Town of Harriston pursuant to Transfer No. 3602 dated November 27, ~~1929~~2008, and was forfeit to the Crown in right of Ontario ("the Crown") upon the dissolution of XXXXXXXXXXXXXXXX on January 14, 1963;

AND WHEREAS the land legally described as LT 25 S/S ARTHUR ST PL VILLAGE OF HARRISTON MINTO; MINTO, being the land under PIN 71030-0023 LT, Land Registry Office No. 61, was registered in the name of The Harrison Lawn Bowling Club pursuant to Transfer No. 4458 dated July 3, 1920, and was forfeit to the Crown upon the dissolution of XXXXXXXXXXXXXXXX on January 14, 1963;

[Modify the first two recitals to reflect any court order declaring escheat of one parcel and correction of the name of the other or correcting both names and declaring escheat.]

AND WHEREAS the aforementioned parcels of land (hereinafter collectively referred to as the "lands ") have been used for lawn bowling by residents in the local community for decades;

AND WHEREAS the members of the Harriston Lawn Bowling Club (“the Club”) asked ~~The~~^{the} Corporation of the Town of Minto (~~“(the “Town”))~~ to acquire the lands and maintain the lawn bowling facilities and the Town agreed to accept the land on those terms before the Town and the Club realized that the lands had forfeited to the Crown;

AND WHEREAS the Public Guardian and Trustee (“the PGT”) has statutory authority to take possession of the forfeited lands under s. 1(1) of the *Escheats Act*, R.S.O. 1990, c. E.20 and to transfer the lands at such price and on such terms as seem proper; and

AND WHEREAS the PGT is willing to transfer the lands to the Town so that the public may derive a permanent benefit from the ongoing use of the lands as parkland~~-and~~;

AND WHEREAS the lands are situated in a floodway and in a floodway zone pursuant to the Town’s Zoning By-law No. 01-86;

AND WHEREAS a municipal corporation may receive, hold and enjoy real or personal property granted to it for a charitable purpose upon the terms expressed in the grant pursuant to subsection 9(1) of the *Charities Accounting Act*;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is by the PGT hereby acknowledged, the parties hereto agree as follows:

Transfer

1. The PGT agrees to transfer the lands to the Town on an “as is, where is” basis as to both the property and the state and quality of title for the nominal consideration of \$2.00 to be held and used exclusively as public parkland for the use and benefit of the public and the Town agrees to accept the lands on these terms.

Conservation and restriction

2. The Town agrees to conserve the lands for public parkland purposes and to not use the lands for other purposes.
3. The parkland uses of the lands may include recreational activities consistent with a public park including lawn bowling and enjoyment of the riverfront.

4. The Town may carry out work on the lands for one or more non-commercial, valid municipal purposes, including (without limitation):

a. “work” as defined at section 1 of O. Reg. 586/06, as amended; and

b. work respecting drainage or flood control, in accordance with s. 11 of the
Municipal Act, 2001, S.O. 2001, c. 25, as amended;

provided that such work is consistent with the continued conservation of the
lands for public parkland purposes.

4.5. The Town agrees to the registration on title of such notices or other instruments as the PGT may require as and by way of notice, evidence or further assurance of the terms set forth in this Agreement, and the Town hereby agrees to sign all such instruments and make all such further assurances, at the request of the PGT and at no further expense to PGT, as may be necessary or desirable to accomplish same.

5.6. The Town agrees to take such steps as are required to dedicate and conserve the lands as parkland.

No conveyance

6.7. The Town agrees that it will not convey the lands to another person or entity without the consent of the PGT and without providing for the continued use as parkland because the Town holds the lands for the permanent use and benefit of the public as parkland.

Cessation of Use

7.8. The Town agrees that if it proposes to cease using the land for public parkland purposes, it shall provide notice to the PGT and pay to the PGT, for and benefit of the Crown, the fair market value of the land as of the date of the change in use. The Town agrees it will make the payment within 60 days of the date that the parkland use ceases. If the parties cannot agree on the value of the land, the parties agree to select and jointly pay for a qualified appraiser to assess the value of the land. The PGT agrees that it will remove any registrations from title that were registered as contemplated under s. 4 of this agreement relating to the restriction on the use of the land within 30 days after receiving from the Town of the amount the parties agree to in payment for the land.

General

8.9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada;

9.10. This Agreement may be enforced by the PGT.

~~10.~~11. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns;

~~11.~~12. This Agreement shall come into force as of the date set forth on the first page of this Agreement and shall survive the transfer of the lands to the municipality pursuant to paragraph one of this Agreement;

~~12.~~13. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument;

~~13.~~14. This Agreement shall constitute the entire Agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized representatives.

PUBLIC GUARDIAN AND TRUSTEE

By: _____
Name:
Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF MINTO

By: _____
Name:
Title:

I have authority to bind the Corporation.