



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 25-2025

BEING A BY-LAW to authorize the execution of an Assignment and Assumption Agreement regarding a subdivision agreement registered as Instrument R340634.

WHEREAS a subdivision agreement registered as Instrument No. R340634 on August 4, 2002 allows for the agreement to be assigned from time to time;

AND WHEREAS the Township is a party to the subdivision agreement for the purpose of satisfying the consent requirement to assign the agreement;

AND WHEREAS the Township has no expressed concern with the assignment of the Assignor to the Assignee as defined in the agreement attached hereto as Schedule A;

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute the Assignment and Assumption Agreement of Instrument R340634 as provided hereto as Schedule A.
2. This by-law shall come into force and take effect immediately upon final passing thereof.

Read a first and second time this 8th day of April 2025.

Read a third time and finally passed this 8th day of April 2025.

Mayor, Glen McNeil

Clerk, Florence Witherspoon

ASSIGNMENT AND ASSUMPTION OF INSTRUMENT R340634

THIS AGREEMENT made as of this June 20, 2024.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-
COLBORNE-WAWANOSH**

(the "Town")

- and -

PARKBRIDGE LIFESTYLE COMMUNITIES INC.
(the "Assignor")

OF THE FIRST PART

- and -

SANDYCOVE ACRES HOLDINGS INC.
(collectively, the "Assignee")

OF THE SECOND PART

IN THE MATTER OF the subdivision agreement registered as Instrument No. R340634 on August 4, 2000 between, *inter alios*, the Town and the Assignor (as successor in interest to Keith Homan), as assigned from time to time (the "**Instrument**");

AND IN THE MATTER OF a transfer from the Assignor to the Assignee of the lands municipally known as 1A Cheyenne Lane, RR#5, Goderich, ON, and legally described in Schedule "A" hereto (the "**Property**");

AND WHEREAS the Town is a party to this Agreement solely for the purpose of satisfying the consent requirement set out in Section 74 of the Instrument.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment of the Instrument

Effective from and after the date of this Agreement, the Assignor, transfers and sets over unto the Assignee, all of its rights, obligations and interest in the Instrument, together with all benefits and other advantages to be derived therefrom.

2. Assumption by Assignee

Effective from and after the date of this Agreement, the Assignee hereby accepts the assignments and transfers set out in Section 1 herein. The Assignee hereby assumes full and complete responsibility for the performance of the Assignor's continuing obligations under the Instrument, and covenants and agrees with the Assignor to make payment or otherwise perform such obligations in accordance with the provisions of the Instrument.

3. Town's Consent

Pursuant to Section 74 of the Instrument, the Town hereby consents, to the assignment of the Assignor's obligations under the Instrument to the Assignee as a successor in interest of the applicable portion of the Property and hereby releases the Assignor from all obligations under the Instrument. The Town confirms that this Agreement satisfies the requirement set out in Section 74 of the Instrument.

4. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

5. Further Assurances

Each of the Assignor and the Assignee 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 Agreement.

6. Notice

Any notice and other communication to be given to the Assignee in connection with the Instrument shall be given in writing addressed to it at:

70 Huron Street
Collingwood, Ontario L9Y 4L4

or to such address as may from time to time be designated by the Assignee.

7. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8. Counterparts

This 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. Counterparts may be executed either in original or telecopied form and the parties to this Agreement shall adopt any signatures received by receiving telecopier machine as original signatures of the parties.

9. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

[Remainder of page intentionally blank, signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

Per: 
Name: Remco Daal
Title: Authorized Signing Officer

Per: 
Name: Anthony Lanni
Title: Authorized Signing Officer

SANDYCOVE ACRES HOLDINGS INC.

Per: 
Name: Remco Daal
Title: Authorized Signing Officer

Per: 
Name: Jamie Manley
Title: Authorized Signing Officer

IN WITNESS WHEREOF the Town has executed this Agreement in satisfaction of the consent requirement set out in Section 74 of the Instrument.

**THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A"

Assignee	Municipal Address	Legal Description
Sandycove Acres Holdings Inc.	1A Cheyenne Lane, RR#5, Goderich, ON	<u>PIN 41371-0018 (LT)</u> BLK 17 PL 626 COLBORNE; S/T EASEMENT OVER PT 8, 22R5541 AS IN HC50808; TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH