

PARKLAND DEDICATION AGREEMENT
THE CORPORATION OF THE TOWN OF WASAGA BEACH

(the "Town")

-and-

M. ROMANIN CONTRACTING LTD.

("Romanin")

WHEREAS, Romanin owns and intends to develop a 5.88-hectare parcel of land on the north side of Beachwood Road, in the Town, described as Part of Lots 34 and 35, Concession 3 Nottawasaga, being Parts 5, 6 and 7 on Reference Plan 51-R39265, Town of Wasaga Beach as set out in Parcel Register 58307-0425 (LT) - (the "**Romanin Lands**")

AND WHEREAS, Romanin has applied for an Official Plan Amendment, a Zoning By-law Amendment and a Draft Plan of Vacant Condominium on the Romanin Lands.

AND WHEREAS, Romanin is proposing a parkland dedication to the Town prior to obtaining draft plan approval of the westerly portion of the Romanin Lands ("**Conveyed Lands**") comprising of approximately 0.42 hectares of land which will include a 0.19-hectare municipal stormwater drainage channel (16 metres in width) as a condition for approval and development of the Romanin Lands as more particularly illustrated on the Sketch attached as **Schedule "A"**.

AND WHEREAS, the Town wishes to acquire the Conveyed Lands including the land required for the purpose of constructing the municipal storm-water drainage channel to the full 16.0 metre width, of which, a 9.0 metre width was previously designated for a drainage outlet channel for the proposed Public Works Depot and water tower site.

AND WHEREAS, the Parties have agreed that Romanin will transfer the Conveyed Lands to the Town for the purposes of a park and a stormwater channel prior to obtaining draft plan approval subject to the terms of this Agreement.

AND WHEREAS, the Parties have agreed that the conveyance of these lands will represent the full and final parkland dedication to be made to the Town as a condition of approval for the registration of the vacant land condominium and residential development on the Romanin Lands in fulfillment of the requirements of Section 42 and subsection 51(25) of the *Planning Act*, R.S.O. 1990 c. P. 13, as amended.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows;

- 1) The Parties covenant and agree that the recitals are true and correct.
- 2) The Town shall notify Romanin, in writing, when it has acquired all necessary lands, rights, approvals and permits for the construction of the Municipal stormwater drainage channel from the Romanin Lands to Georgian Bay.
- 3) Romanin shall, at no cost to the Town, and within fifteen days of receipt of the above notice, transfer to The Town the Conveyed Lands free and clear of all encumbrances.
- 4) The Town shall accept the transfer of the Conveyed Lands as the full and complete parkland dedication required under Section 42 and Subsection 51(25) of the Planning Act for both the first phase of eighty (80) townhouse units and the second phase of condominium units proposed on the Romanin Lands.
- 5) In consideration for the transfer of the Conveyed Lands the Town represents and agrees as follows:
 - a) Sanitary sewer and water service will be available for the eighty (80) townhouse units representing the first phase of the development proposed on the Romanin Lands at the time draft plan approval is issued.
 - b) Sanitary sewer capacity will be available for the balance of the development proposed of condominium units on the Romanin Lands at the time of issuance of draft plan approval.
 - c) The Town will ensure that there will be sufficient water service available for the balance of the proposed development on the Romanin Lands subject to available Development Charges reserves / funding availability for system upgrades in conjunction with ultimate servicing for the west end of Town.

- d) Within 30 days following commissioning of the West End water system upgrades the Town will grant Romanin the full water allocation required for the balance of the development on the Romanian Lands. In the event water service is not available for the balance of the Romanian lands by December 31st, 2030 then the Town shall transfer back to Romanin the parkland portion of the Conveyed Lands at no cost to Romanin.
 - e) The storm water drainage outlet to Georgian Bay for the development of the Romanian Lands shall be via Betty Blvd./Shore Lane, in accordance with the Technical Memorandum "Summary of Hydraulic Conveyance Calculations- Betty Boulevard & Shore Lane, Beachwood Developments Inc" dated October 28, 2022, and the Technical Memo Addendum #1, dated January 27, 2023, prepared by The Jones Consulting Group Inc.
 - f) The Town will consider and accept landscaping design parameters that do not adhere to the Town's Engineering Standards of two (2) trees per lot, one (1) at the front and one (1) at the rear of every medium density lot, based on an acceptable overall landscaping design for the site, in an attempt to support the proposed six (6) metre frontages for the proposed town house development and the two Medium Density blocks.
 - g) The Town shall construct and perpetually maintain at its own cost the storm water channel on the Conveyed Lands on or before December 31st, 2026 subject to having acquired ownership of the Conveyed Lands and all required government and agency approvals.
 - h) The Town, subject to MTO approval, shall permit construction access for the Romanian development to be via Betty Blvd. and Beachwood Road.
 - i) The costs of the transfer of the Conveyed Lands and all other costs directly related to the Transfer of the Conveyed Lands as well as the legal costs of the Town and Romanin relating to the purchase and sale of the drainage channel block and if required, returning ownership of the park block portion of the Conveyed Lands to Romanin as described under Section 6 of this Agreement shall be borne by the Town. The costs of the Reference Plan shall be borne by Romanin.
 - j) The Town will not require or request any further public meetings and/or open houses with regards to the proposed Romanian development.
 - k) The development applications for the Romanian Lands will continue to be processed notwithstanding the status of the West Wasaga Secondary Plan.
 - l) The Town shall use its best efforts to assist with the review of the Romanian development by the Nottawasaga Valley Conservation Authority.
 - m) The Town will permit Romanin to remove vegetation and alter the grades of the Conveyed Land to achieve the required finished grades along the easterly boundary of the Conveyed lands, subject to entering into a Site Alteration / Site preparation Agreement with the town and consent or permit required from the Nottawasaga Valley Conservation Authority.
 - n) The Town will grant an easement to any public or private utility suppliers that require such an easement to service the development on the Romanian Lands.
- 6) In the event that the development of the Romanian Lands is not approved by January 1st, 2030, then the Town shall:
- a) Reimburse Romanin for the acquisition of the portion of the Conveyed Lands required for the 16.0 meter wide drainage channel (part 1 on Schedule "A"). The price to be determined by taking the average value from two independent appraisals, one obtained by the Town the other obtained by Romanin.
 - b) Transfer the parkland portion of the Conveyed Lands back to Romanin, at no cost to Romanin.
- 7) This Agreement shall be binding on and enure to the benefit of the Parties heart and their respective administrators' successors and assigns.
- 8) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and taken together shall constitute one and the same agreement. Counterparts may be executed in either original or by electronic means, including, without limitation, by facsimile transmission, e-signature and by electronic delivery in Portable document format ("pdf") or tagged image file format ("tif") and the Parties shall adopt any signatures received by electronic means as original signatures of the Parties.

Dated at the Town of Wasaga Beach as of this ___day of June 2025.

**THE CORPORATION OF THE TOWN
WASAGA BEACH**

Per:

Name: Brian Smith, Mayor

Per:

Name: Nicole Rubli, Town Clerk

M. ROMANIN CONTRACTING LTD.

Per:

A handwritten signature in black ink, appearing to read 'MJR', written over the word 'Per:'.

Name: Mary Jo Romanin, President

SCHEDULE "A"

