

THIRD READING

No. 10-88

COUNCIL OF Township of Wollaston SESSION, April 8 1988

Moved by *R Herb* Seconded by *Norman Ali*

That a By-law to authorize the Reeve and Clerk to sign an agreement between County Dale Properties Inc. and the Township of

Wollaston respecting the use and maintenance of the Road into Peter Lake. as reported by the Committee of the Whole be read a third time, passed and numbered and that the said by-law be signed by the and clerk, sealed with the seal of the Corporation, and be engrossed in the By-law Book.

Carried.

A Hunter

SECOND READING

No. 10-88

COUNCIL OF Township of Wollaston SESSION, April 8 1988

Moved by *Norris Danford* Seconded by *R Herb*

That a By-law to authorize the Reeve and Clerk to sign an agreement between County Dale Properties Inc. and the Township of Wollaston respecting the use and maintenance of the Road into Peter Lake

be read a second time and be referred to a committee of the whole council.

Carried.

A Hunter

FIRST READING

No. 10-88

COUNCIL OF *Twp. of Wollaston* SESSION, *Apr. 8* 1988

Moved by *Albert Vader* Seconded by *Norris Danford*

That a By-law to authorize the reeve and clerk to sign an agreement between Country Dale Properties Inc. and the Twp. of Wollaston, respecting the use and maintenance of the road into Peter Lake.

be received and read a first time.

Carried.

A Hunter

No. 426 MUNICIPAL WORLD LIMITED, ST. THOMAS, ONT.

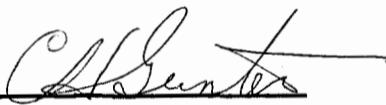
THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW 10-88

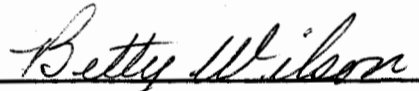
Being a By-Law to authorize the Reeve and Clerk to sign an agreement between Country Dale Properties Inc. and the Township of Wollaston respecting the use and maintenance of the road into Peter Lake.

Read a First, Second and Third time this 8th day of April, 1988.

Passed, Sealed and Entered into the By-Law Book.



C.H. Gunter, Reeve.



Betty Wilson, Clerk-Treas.

THIS AGREEMENT DATED THE 14th DAY OF APRIL , A.D. 19 88.

B E T W E E N: CHARLES ROBERT CONLIN
, of the Township of Wollaston
in the County of Hastings
hereinafter called the "Owner"

OF THE FIRST PART;

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON
hereinafter called the "Township"

OF THE SECOND PART;

WITNESSETH:

1. The lands, outlined in red, which are the subject of this agreement together with the right-of-way, outlined in blue, thereto and therefrom to the travelled township road are shown on Schedule "A" attached hereto:
2. The parties agree that the right-of-way described on Schedule "A" hereto is a private right-of-way for the benefit of the owner of the subject lands and is not a public highway and the parties agree that the township does not and shall not assume the said right-of-way for public use and that all construction, maintenance and repair of any road within the right-of-way, described on Schedule "A" shall be the sole responsibility of those making use of the said right-of-way and shall not under any circumstances be the responsibility of the township.
3. The parties agree that no acts of repair or maintenance or alleged act of repair or maintenance of the roadway within the right-of-way described on Schedule "A" hereto shall be deemed of itself to constitute assumption of such roadway for public use.
4. The owner agrees that any transfer from him to a purchaser of the subject premises shall refer to this agreement in the following terms:
(a) "This transfer is subject to the terms of an agreement between the transferor and The Corporation of the Township of Wollaston registered as No. " .

5. The owner agrees that he shall be responsible for registration of this agreement and will not sell or otherwise deal with the subject premises unless and until this agreement has been registered on the title to the subject premises, at the owners's expense.

6. The parties agree that this shall constitute an agreement pursuant to Sections 52(2) and Section 50(6) of the Planning Act, 1983.

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

The parties hereto have executed this Agreement on the date first above written, and the parties have affixed their corporate seal duly attested to by their respective proper signing authority.

Charles Robert Conlin
OWNER

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON

Cl. Benton
REEVE

Betty Wilson
CLERK

Additional Property Identifier(s) and/or Other Information

IN THE TOWNSHIP OF WOLLASTON, in the County of Hastings and being composed of part of Lot 19, Con. 7, together with right of ways over part of Lots 15, 16, 17 and 18, Con. 7 and part of Lot 15, Con. 8, more particularly described as follows:

PREMISING that the West limit of said Lot 19, Con. 7, has a bearing of North 20 degrees 52 minutes West and relating all bearings herein thereto;

COMMENCING at the Northwest corner of Lot 19, Con. 7;

THENCE North 69 degrees 20 minutes East along the northerly limit of said Lot 19, a distance of 1303.20 feet to a point;

THENCE North 69 degrees 43 minutes East along the northerly limit of said Lot 19, a distance of 8.20 feet to the Northeast corner of said Lot 19;

THENCE South 20 degrees 52 minutes East along the East limit of said Lot 19, a distance of 1,122 feet to a point;

THENCE South 71 degrees 22 minutes 30 seconds West a distance of 101.27 feet to a point;

THENCE North 22 degrees 35 minutes 30 seconds West a distance of 64.45 feet to a point;

THENCE South 73 degrees 38 minutes 30 seconds West a distance of 100 feet to a point;

THENCE South 23 degrees 28 minutes East a distance of 98.40 feet to a point in the north limit of Part 6, 21R-9178;

THENCE North 74 degrees 41 minutes East a distance of 98.73 feet to a point being the northeasterly angle of said Part 6, 21R-9178;

THENCE South 20 degrees 52 minutes East along the Easterly limit of said Part 6, 21R-9178, a distance of 64.45 feet to a point;

THECE South 76 degrees 47 minutes east a distance of 20 feet to a point on the inner limit of the 66 foot road allowance around Wollaston Lake;

THENCE westerly along the northerly limit of said Road Allowance, a distance of 42 feet more or less to a point, being the most southeasterly angle of Part 6, 21R-9178;

THENCE North 76 degrees 47 minutes West along a southerly limit of said Part 6, 21R-9178, a distance of 151.55 feet to a point;

THENCE continuing along the southerly limit of said Part 6, 21R-9178, South 57 degrees 35 minutes West a distance of 96.35 feet to a point;

THENCE continuing along the southerly limit of said Part 6, 21R-9178, South 31 degrees 32 minutes West a distance of 215.57 feet to a point;

THENCE continuing along the southerly limit of said Part 6, 21R-9178, South 77 degrees 56 minutes 30 seconds West a distance of 213.71 feet to a point;

THENCE continuing along the easterly limit of said Part 6, 21R-9178, South 04 degrees 13 minutes West a distance of 384.41 feet to a point;

THENCE continuing along the easterly limit of said Part 6, 21R-9178, South 04 degrees 47 minutes 30 seconds East, a distance of 98.40 feet to a point;

THENCE continuing along the easterly limit of said Part 6, 21R-9178, South 17 degrees 56 minutes 30 seconds East, a distance of 151.60 feet to a point;

THENCE South 71 degrees 57 minutes 30 seconds East a distance of 100 feet to a point in the northwesterly and inner limit of the 66 foot road allowance around Wollaston Lake;

THENCE southerly and westerly along the northwesterly limit of said road allowance a distance of 668 feet more or less to it's intersection with the west limit of said Lot 19;

THENCE North 20 degrees 52 minutes West along the West limit of said Lot 19 a distance of 2267.30 feet to the POINT OF COMMENCEMENT.

Subject to a right of way over Part 6, 21R-9178.

Together with a right of way over part of Lot 18, Con. 7, Wollaston, being Part 5, 21R-9178.

Together with rights of way more particularly described as follows:

Additional Property Identifier(s) and/or Other Information

FIRSTLY: BEING a right-of-way 30.0 feet in perpendicular width in Lot 15 in Concessions 7 and 8 lying to the right of and immediately adjacent to a line described as follows:

COMMENCING at a survey post in the westerly limit of said Lot 15 in Concession 7 distant 209.85 feet measured south 20 degrees 46 minutes east thereon from the north-westerly corner thereof;

THENCE north 79 degrees 06 minutes east a distance of 280.85 feet to a survey post;

THENCE north 51 degrees 29 minutes east a distance of 110.95 feet to a survey post;

THENCE north 30 degrees 59 minutes east a distance of 348.38 feet to a survey post;

THENCE north 25 degrees 10 minutes 30 seconds east a distance of 15.09 feet to a point in the northerly limit of Lot 15, Concession 7 aforesaid;

THENCE continuing north 25 degrees 10 minutes 30 seconds east into Lot 15 in Concession 8 aforesaid a distance of 226.47 feet to a survey post;

THENCE north 32 degrees 47 minutes 30 seconds east a distance of 302.08 feet to a survey post;

THENCE north 20 degrees 53 minutes 30 seconds east a distance of 330.07 feet to a survey post in the westerly limit of a Township Road now crossing said Lot.

SECONDLY: BEING a right-of-way 30.0 feet in perpendicular width in Lots 16, 17 and 18 in Concession 7 in the said Township lying to the left of and immediately adjacent to a line described as follows:

COMMENCING at a point in the easterly limit of Lot 16 in Concession 7 aforesaid distant 247.42 feet measured south 20 degrees 46 minutes east thereon from the north-easterly corner thereof;

THENCE south 39 degrees 42 minutes west a distance of 309.07 feet to a survey post;

THENCE south 20 degrees 46 minutes west a distance of 387.98 feet to a survey post;

THENCE south 43 degrees 37 minutes 30 seconds west a distance of 159.73 feet to a survey post;

THENCE south 70 degrees 00 minutes west a distance of 288.66 feet to a survey post;

THENCE north 68 degrees 32 minutes west a distance of 206.76 feet to a survey post;

THENCE south 59 degrees 33 minutes west a distance of 144.48 feet to a survey post;

OR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

THENCE south 27 degrees 53 minutes west a distance of 76.32 feet to a point in the westerly limit of Lot 16 aforesaid;

THENCE continuing south 27 degrees 53 minutes west into Lot 17 aforesaid a distance of 244.19 feet to a survey post;

THENCE south 13 degrees 02 minutes west a distance of 108.40 feet to a survey post;

THENCE south 40 degrees 42 minutes west a distance of 213.30 feet to a survey post;

THENCE south 14 degrees 58 minutes 30 seconds west a distance of 130.02 feet to a survey post;

THENCE south 19 degrees 08 minutes 30 seconds west a distance of 115.53 feet to a survey post;

THENCE south 37 degrees 58 minutes 30 seconds west a distance of 258.56 feet to a survey post;

THENCE south 30 degrees 33 minutes 30 seconds west a distance of 283.92 feet to a survey post;

THENCE south 60 degrees 14 minutes west a distance of 220.28 feet to a survey post;

THENCE south 78 degrees 52 minutes west a distance of 128.34 feet to a point in the westerly limit of Lot 17 aforesaid;

THENCE continuing south 78 degrees 52 minutes west into Lot 18 aforesaid a distance of 294.17 feet to a survey post.

THIS IS A NEW DESCRIPTION OF A PORTION OF THE LANDS LAST DESCRIBED IN DEED 358737.

CONVEYED ARE

THE SUBJECT LANDS HEREIN BEING ILLUSTRATED ON SKETCH ATTACHED HERETO.

THE RIGHT OF WAYS DESCRIBED AS FIRSTLY AND SECONDLY ARE ILLUSTRATED ON A SKETH ATTACHED TO NO. 262538.

ALL THE LANDS CONTAINED HEREIN ARE; FURTHER ILLUSTRATED ON 21R-9178.

Part of Lot 19 Con. 7 Township of Wollaston

A.K. / J

SCALE 1 INCH = 200 FEET

LOT 19 CON. 8

N69°20' E 1303.20'

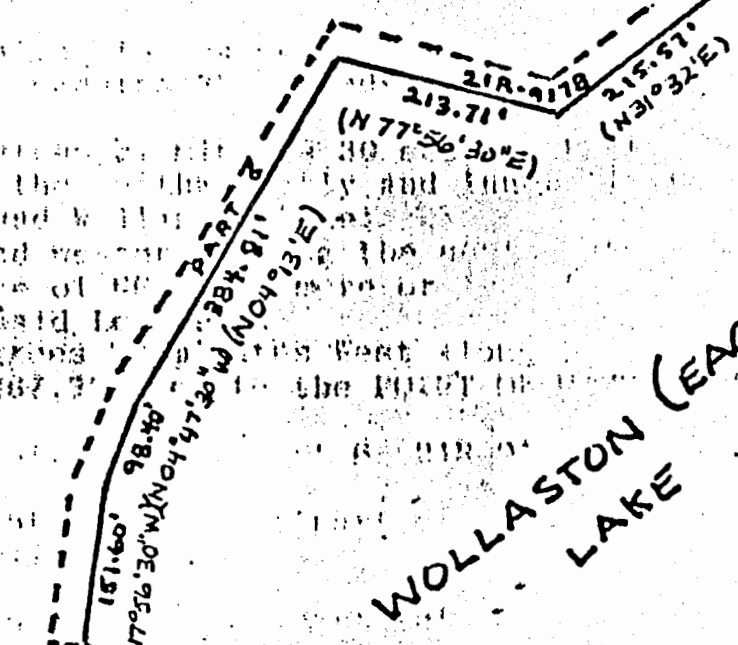
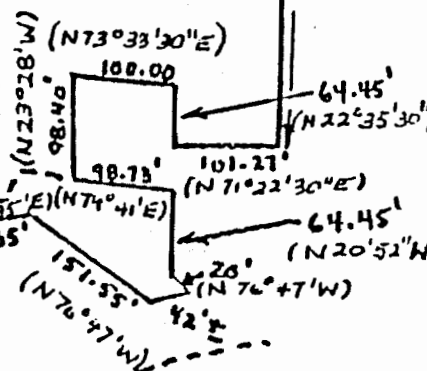
8.20' N69°43' E

NORTHEAST CORNER LOT 19, CON. 7

LOT 19 CON. 7

LOT 18 CON. 7

N 20° 52' W 1122'



THIS IS NOT A PLAN OF SURVEY