

D. O. BRIEN

THIRD READING

No. 19-90

COUNCIL OF Wollaston

SESSION, April 2 19 90

Moved by Albert Vader Seconded by Norma Cali

That a By-law to authorize Reeve and Clerk to sign an Agreement re: Private Road on Part Lot 12, Concession 1, Wollaston Township.

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.

Horis Sanford

SECOND READING

No. 19-90

COUNCIL OF Wollaston

SESSION, April 2 19 90

Moved by Robert Calder Seconded by Gilen Bailey

That a By-law to authorize Reeve and Clerk to sign an Agreement re: Private Road on Part Lot 12, Concession 1, Wollaston Township.

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

Carried.

Horis Sanford

FIRST READING

No. 19-90

COUNCIL OF Wollaston Twp.

SESSION, April 2 19 90

Moved by Norma Cali Seconded by Robert Calder

That a By-law to authorize Reeve & Clerk to sign an Agreement re: Private road on P.T. 12 Con 1, Wollaston Township.

be received and read a first time.

Carried.

Horis Sanford

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

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

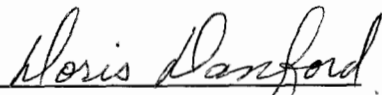
BY-LAW NO. 19-90

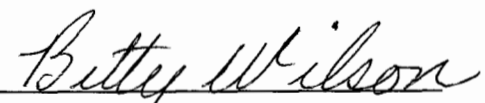
Being a By-Law to authorize Reeve and Clerk to sign an Agreement re: Private Road on Part 12, Concession 1, Wollaston Township.

Re: D. O'Brien

Read a first, second and third time this 2nd day of April, 1990.

Passed, sealed and entered into the By-Law Book.


Doris Danford, Reeve


Betty Wilson, Clerk-Treas.

FOR OFFICE USE ONLY

<p style="text-align: center; font-size: 24px; margin: 0;">434264</p> <p style="margin: 5px 0;">NUMBER</p> <p style="margin: 5px 0;">CERTIFICATE OF REGISTRATION</p> <p style="margin: 20px 0; font-size: 18px;">1990 04 11 14:55</p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="font-size: 10px; font-weight: bold;">HASTINGS NO. 21 BELLEVILLE</div> <div style="font-size: 24px; font-family: cursive; font-weight: bold;">S. C. Geneja</div> <div style="font-size: 10px; font-weight: bold;">LAND REGISTRAR</div> </div> <p style="margin-top: 20px;">New Property Identifiers</p> <p style="text-align: right; font-size: 8px;">Additional: See Schedule <input type="checkbox"/></p> <p style="margin-top: 5px;">Executions</p> <p style="text-align: right; font-size: 8px;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>	
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: right; font-size: 8px;">Additional: See Schedule <input type="checkbox"/></p>	<p>(4) Nature of Document AGREEMENT RE RIGHT OF WAY SECT 52(2) & SECT 50(6) PLANNING ACT</p>	
	<p>(5) Consideration</p> <p style="text-align: right; font-size: 8px;">Dollars \$</p>		
	<p>(6) Description</p> <p>Part Lot 12, Concession 1, Township of Wollaston, County of Hastings, as PART 1, Plan 21R-12818.</p>		

(8) This Document provides as follows:

Agreement between Donald O'Brien and The Corporation of the Township of Wollaston

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
O'BRIEN, Donald (Owner)	Donald O'Brien	1990 03 16

(11) Address for Service: Box 38, COE HILL, Ontario. K0L 1P0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE CORPORATION OF THE TOWNSHIP OF WOLLASTON (Township)	Moris Stanford	1990 4 03
	Betty Wilson	1990 4 03

(13) Address for Service: Box 99, COE HILL, Ontario. K0L 1P0

<p>(14) Municipal Address of Property</p> <p>Township of Wollaston County of Hastings</p>	<p>(15) Document Prepared by:</p> <p style="text-align: center;">ANDRÉ L. PHILPOT BARRISTER & SOLICITOR BOX 430 MARMORA, ONT. K0K 2M0</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: 8px;">Fees and Tax</th> </tr> <tr> <td style="font-size: 8px;">Registration Fee</td> <td style="text-align: center; font-size: 18px;">22</td> </tr> <tr> <td> </td> <td style="text-align: center;">—</td> </tr> <tr> <td> </td> <td style="text-align: center;">—</td> </tr> <tr> <td> </td> <td style="text-align: center;">—</td> </tr> <tr> <td style="font-weight: bold; font-size: 8px;">Total</td> <td style="text-align: center; font-size: 18px;">22</td> </tr> </table>	Fees and Tax		Registration Fee	22		—		—		—	Total	22
Fees and Tax														
Registration Fee	22													
	—													
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Total	22													

THIS AGREEMENT DATED THE 10th day of March, 1990

B E T W E E N:

DONALD O'BRIEN

hereinafter called the "Owner"
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

hereinafter called the "Township"
OF THE SECOND PART;

WITNESSETH:

1. The lands, being Parts of Lot 12, Concession 1, Wollaston Township, designated as Part 1, 21R12818, are the subject of this agreement, together with the right-of-way, being Part 1, over Castle Forest Drive, Plan M64, Township of Wollaston.

2. The parties agree that the right-of-way described above is a private right-of-way for the benefit of the owners of the subject lands, and is not a public highway, and the parties agree that the Township does not and shall not assume the right-of-way for public use and that all construction, maintenance and repair of any road within the right-of-way 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 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. 434 264 .

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 owner'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.

- 2 -

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.

Donald O'Brien
Donald O'Brien, Owner

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON

Floris Sanford
Reeve

Betty Wilson
Clerk