

THIRD READING

No. _____

COUNCIL OF _____ SESSION, Mar 4 19 91

Moved by [Signature] Seconded by Albert Vadev

That a By-law to _____

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.

[Signature: Floris Danford]

SECOND READING

No. _____

COUNCIL OF _____ SESSION, Mar 4 19 91

Moved by Norman Calic Seconded by [Signature]

That a By-law to _____

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

Carried.

[Signature: Floris Danford]

FIRST READING

No. 14-91

COUNCIL OF _____ SESSION, Mar 4 19 91

Moved by [Signature] Seconded by [Signature]

That a By-law to authorize execution of an

Agreement as hereinafter described
Re: Al-Jounti, Colwell, et al - Right-of-Way

be received and read a first time.

Carried.

[Signature: Floris Danford]

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

THIS AGREEMENT DATED THE 4th DAY OF March, 1991

BETWEEN:

FAHIMA AL-JOUNDI, AGHLAB AL-JOUNDI,
AMMAR AL-JOUNDI, SAKKER AL-JOUNDI and
LAURA MARSHALL AL-JOUNDI, all of Thornhill,
in the Province of Ontario, and
ROYAL FREDERICK TURNER, SHIRLEY NORINNE
TURNER, WILLARD BLAIR MARTYN and JANET
DAWN MARTYN, all of Blackstock, in the
Province of Ontario,

Hereinafter called the "Owners"

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON,

Hereinafter called the "Township"

OF THE SECOND PART;

WITNESSETH:

WHEREAS the owners have made application to the Land
Division Committee of the County of Hastings under Section
52 of the Planning Act, 1983, for consent to permit creation
of a Right-of-Way over the lands herein described
(hereinafter referred to as the "subject lands");

AND WHEREAS such consent has been granted conditional upon
execution of this agreement with respect to responsibility
for the maintenance of the said right-of-way;

AND WHEREAS pursuant to the Planning Act, 1983, Section
52(2) and 50(6) the parties hereto enter into this
agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. The premises which are the subject of this agreement,
being a right-of-way is described on Schedule "A"
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 owners of the dominant lands and is not a public highway and the parties agree that the township does not and may never 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 owners agree that they shall be responsible for registration of this agreement and will not sell or otherwise deal with the said right-of-way unless and until this agreement has been registered on the title to the subject premises, at the owners' expense.
5. The owners agree that any Grant of Right-of-Way from them to a purchaser 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. ".

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

) Fahima Al-Joundi SEAL
) FAHIMA AL-JOUNDI
) AgHLAB AL-JOUNDI SEAL
) AGHLAB AL-JOUNDI
) Ammar Al-Joundi SEAL
) AMMAR AL-JOUNDI
) A. Al-Joundi SEAL
) SAKKER AL-JOUNDI
) Laura Marshall Al-Joundi SEAL
) LAURA MARSHALL AL-JOUNDI
) Royal Frederick Turner SEAL
) ROYAL FREDERICK TURNER
) Shirley N. Turner SEAL
) SHIRLEY MORRINE TURNER
) W. Blair Martyn SEAL
) WILLARD BLAIR MARTYN
) Janet Dawn Martyn SEAL
) JANET DAWN MARTYN

Joan C. O'Neil
 as to signatures of
 Royal Frederick Turner,
 Shirley N. Turner, W. Blair
 Martyn & Janet D. Martyn

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
 PER:

Doris Danford
 REEVE
 DORIS DANFORD

Betty Wilson
 CLERK
 BETTY WILSON

THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN FAHIMA
AL-JOUNDI, AGHLAB AL-JOUNDI, AMMAR AL-JOUNDI, SAKKER
AL-JOUNDI, LAURA MARSHALL AL-JOUNDI, ROYAL FREDERICK TURNER,
SHIRLEY NORINNE TURNER, WILLARD BLAIR MARTYN and JANET DAWN
MARTYN AND THE CORPORATION OF THE TOWNSHIP OF WOLLASTON,
DATED March 4th A.D. 1991.

A Right-of-Way in, over, along and upon

FIRSTLY:

Parts of Lot 19, Concession 7,
PARTS 2, 4, 6, 8, 10, 12, 14, 16 & 18, PLAN 21R-14200
in the Township of Wollaston, in the County of Hastings and



SECONDLY:

Part of Lot 18, Concession 7,
PART 20, PLAN 21R- 14200
in the Township of Wollaston, in the County of Hastings.

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO. 14-91

being a By-Law authorizing execution of an Agreement as hereinafter described.

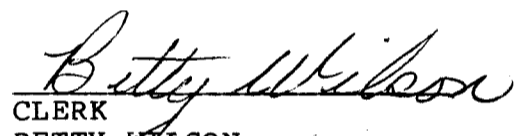
WHEREAS the Council of the Corporation of the Township of Wollaston proposes to enter into an Agreement with FAHIMA AL-JOUNDI, AGHLAB AL-JOUNDI, AMMAR AL-JOUNDI, SAKKER AL-JOUNDI, LAURA MARSHALL AL-JOUNDI, ROYAL FREDERICK TURNER, SHIRLEY NORINNE TURNER, WILLARD BLAIR MARTYN & JANET DAWN MARTYN, dated , 1991 in the form hereto attached, respecting the responsibility for the maintenance of the private Right-of-Way leading to the premises as described in the said Agreement.

NOW THEREFORE THE COUNCIL of the Corporation of the Township of Wollaston ENACTS AS FOLLOWS:

1. The Reeve and Clerk of this municipality are hereby authorized and empowered on behalf of this Municipality to execute the Agreement entered into between this Municipality and FAHIMA AL-JOUNDI, AGHLAB AL-JOUNDI, AMMAR AL-JOUNDI, SAKKER AL-JOUNDI, LAURA MARSHALL AL-JOUNDI, ROYAL FREDERICK TURNER, SHIRLY NORINNE TURNER, WILLARD BLAIR MARTYN & JANET DAWN MARTYN dated , 1991 and to affix the seal of this Municipality thereto.

READ a FIRST, SECOND and THIRD time and finally passed on the day of , A.D. 1991.


REEVE
DORIS DANFORD


CLERK
BETTY WILSON

THIS AGREEMENT DATED THE DAY OF , 1991

BETWEEN:

FAHIMA AL-JOUNDI, AGHLAB AL-JOUNDI,
AMMAR AL-JOUNDI, SAKKER AL-JOUNDI and
LAURA MARSHALL AL-JOUNDI, all of Thornhill,
in the Province of Ontario, and
ROYAL FREDERICK TURNER, SHIRLEY NORINNE
TURNER, WILLARD BLAIR MARTYN and JANET
DAWN MARTYN, all of Blackstock, in the
Province of Ontario,

Hereinafter called the "Owners"

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON,

Hereinafter called the "Township"

OF THE SECOND PART;

WITNESSETH:

WHEREAS the owners have made application to the Land
Division Committee of the County of Hastings under Section
52 of the Planning Act, 1983, for consent to permit creation
of a Right-of-Way over the lands herein described

(hereinafter referred to as the "subject lands");

AND WHEREAS such consent has been granted conditional upon
execution of this agreement with respect to responsibility
for the maintenance of the said right-of-way;

AND WHEREAS pursuant to the Planning Act, 1983, Section
52(2) and 50(6) the parties hereto enter into this
agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. The premises which are the subject of this agreement,
being a right-of-way is described on Schedule "A"
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 owners of the dominant lands and is not a public highway and the parties agree that the township does not and may never 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 owners agree that they shall be responsible for registration of this agreement and will not sell or otherwise deal with the said right-of-way unless and until this agreement has been registered on the title to the subject premises, at the owners' expense.
5. The owners agree that any Grant of Right-of-Way from them to a purchaser 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. ".

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

) _____ SEAL
) FAHIMA AL-JOUNDI
) _____ SEAL
) AGHLAB AL-JOUNDI
) _____ SEAL
) AMMAR AL-JOUNDI
) _____ SEAL
) SAKKER AL-JOUNDI
) _____ SEAL
) LAURA MARSHALL AL-JOUNDI
) _____ SEAL
) ROYAL FREDERICK TURNER
) _____ SEAL
) SHIRLEY NORRINE TURNER
) _____ SEAL
) WILLARD BLAIR MARTYN
) _____ SEAL
) JANET DAWN MARTYN

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
PER:

Doris Danford

REEVE
DORIS DANFORD

Betty Wilson

CLERK
BETTY WILSON

THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN FAHIMA
AL-JOUNDI, AGHLAB AL-JOUNDI, AMMAR AL-JOUNDI, SAKKER
AL-JOUNDI, LAURA MARSHALL AL-JOUNDI, ROYAL FREDERICK TURNER,
SHIRLEY NORINNE TURNER, WILLARD BLAIR MARTYN and JANET DAWN
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