

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

**BY-LAW NO. 51-14**

**BEING A BY-LAW AUTHORIZING THE EXECUTION OF A ROAD  
MAINTENANCE AGREEMENT ENTERED INTO BETWEEN  
PAUL BARKER HARRIS AND THE CORPORATION OF THE  
TOWNSHIP OF WOLLASTON**

**WHEREAS** the Council of The Corporation of the Township of Wollaston deems it expedient to execute an Agreement with respect to the maintenance of a private Right-of-Way entered into between Paul Barker Harris and The Corporation of the Township of Wollaston which affects the following land:

Part of PIN 40129-0068  
Part Lot 30, Concession 3,  
Part 2, Plan 21R-24334  
Township of Wollaston  
County of Hastings

**NOW THEREFORE** THE Council of the Corporation of the Township of Wollaston

**ENACTS AS FOLLOWS:**

1. **THAT** the Reeve and Clerk are hereby authorized to execute a Road Maintenance Agreement between Paul Barker Harris and The Corporation of the Township of Wollaston, over Part of PIN 40129-0068, being Part of Lot 30, Concession 3, Part 2, Plan 21R-24334, Township of Wollaston, County of Hastings.
2. **THAT** the Clerk is hereby authorized to affix the Corporate Seal to the said Agreement.
3. **AND THAT** this By -Law shall come into force and effect upon its final passing.

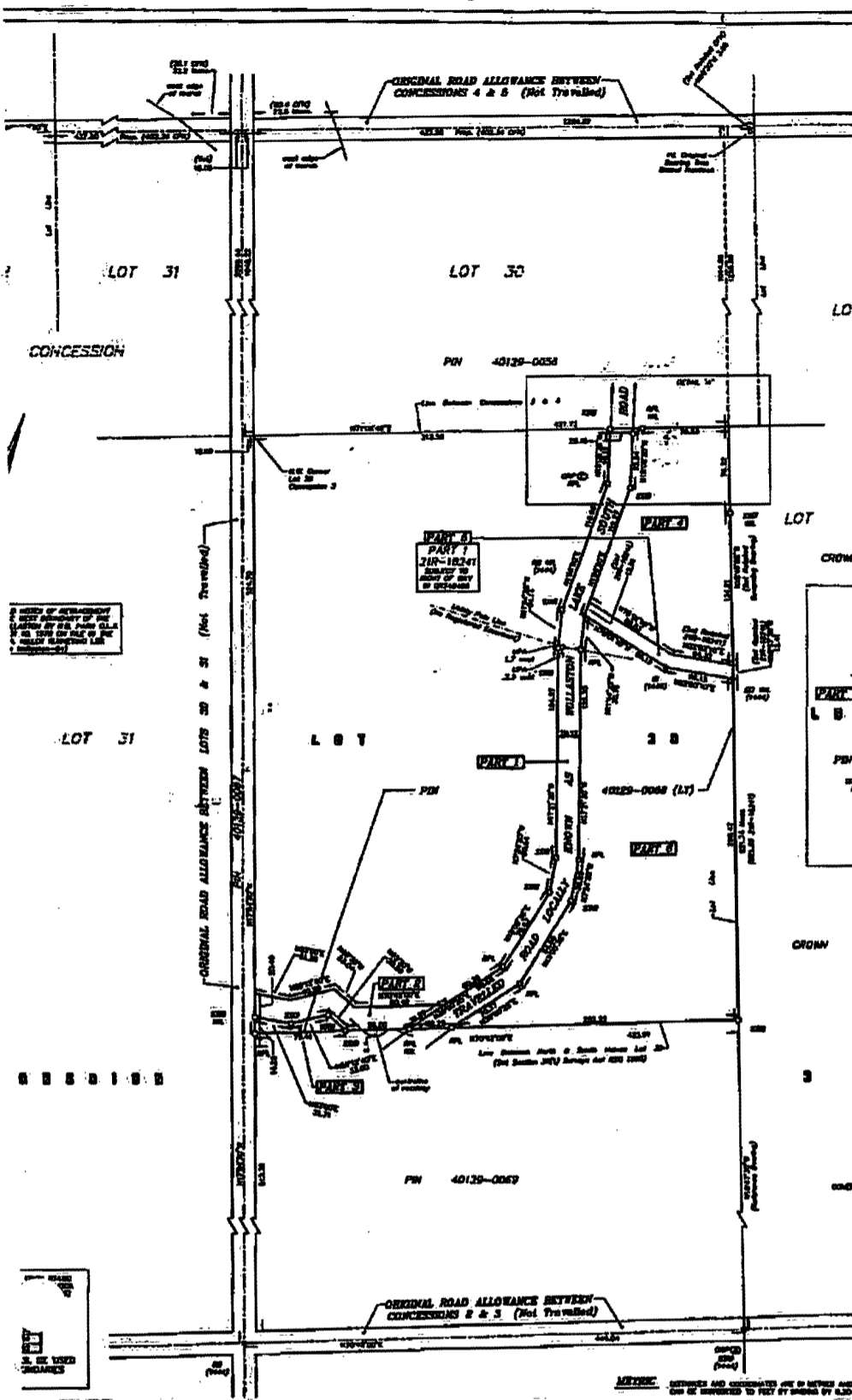
**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18<sup>th</sup> DAY  
OF NOVEMBER, 2014.**

  
Dan McCaw

Reeve

  
Jennifer Cohen

Clerk

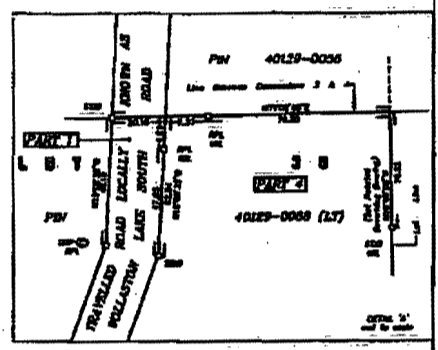


I HEREBY THIS PLAN TO BE  
 DEPOSITED UNDER THE LAND FILES  
 ACT.  
 DATE: JUNE 2, 1964  
 PLAN 21R-3433Y  
 RECEIVED AND DEPOSITED  
 DATE: November 11, 1964  
 P. A. MILLER, O. L. S.  
 J. HAZEL  
 REPRESENTATIVE FOR LAND  
 SURVEYING FOR THE LAND FILES  
 DIVISION OF MINISTRY OF  
 AGRI-CULTURE

SCHEDULE			
BLK.	LOT	CONCESSION	AREA
	PL. 30	2	PART OF P.N. 40129-0058 (L.T.)

PART 1 TO 5 INCLUSIVE REPRESENTS PART OF P.N. 40129-0058 (L.T.),  
 PART 1 BELONGS TO PART OF LOT 30 OF 40129-0058.

PLAN OF SURVEY OF  
 PART OF LOT 30  
 CONCESSION 3  
 TOWNSHIP OF WOLLASTON  
 COUNTY OF EASTERN  
 SCALE 1" = 5000'  
 DATE: J. MILLER, O. L. S.  
 2 1/2" x 3 1/2" x 10" x 10"



**NOTES**  
 1. THE ROAD ALLOWANCE SHOWN HEREIN IS THE RESULT OF A SURVEY MADE BY THE SURVEYOR REFERRED TO IN THE TITLE OF THIS PLAN AND IS SUBJECT TO THE CORRECTIONS REFERRED TO IN THE TITLE OF THIS PLAN AND IS SUBJECT TO THE CORRECTIONS REFERRED TO IN THE TITLE OF THIS PLAN. THE ROAD ALLOWANCE SHOWN HEREIN IS THE RESULT OF A SURVEY MADE BY THE SURVEYOR REFERRED TO IN THE TITLE OF THIS PLAN AND IS SUBJECT TO THE CORRECTIONS REFERRED TO IN THE TITLE OF THIS PLAN. THE ROAD ALLOWANCE SHOWN HEREIN IS THE RESULT OF A SURVEY MADE BY THE SURVEYOR REFERRED TO IN THE TITLE OF THIS PLAN AND IS SUBJECT TO THE CORRECTIONS REFERRED TO IN THE TITLE OF THIS PLAN.

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**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYOR'S ACT, THE LANDS ACT, AND THE LAND SURVEY ACT AND THE REGULATIONS THEREUNDER.  
 DATE: JUNE 2, 1964  
 P. A. MILLER  
 SURVEYOR

**P. A. MILLER SURVEYING LTD.**  
**ONTARIO LAND SURVEYOR**  
 100 KING ST. W.  
 TORONTO, ONT. M5X 1C4  
 TEL: 593-2222

THIS PLAN IS A COPY OF THE ORIGINAL PLAN AS DEPOSITED UNDER THE LAND FILES ACT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

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METRIC: DISTANCES AND COORDINATES ARE IN METERS AND ARE AS INDICATED TO FEET BY SYMBOLS AT BOTTOM.

THIS AGREEMENT dated the 18<sup>th</sup> day of November. 2014

BETWEEN:

PAUL BARKER HARRIS  
of the Township of Wollaston  
in the County of Hastings

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, which are the subject of this agreement, are described as Part of Lot 30, Concession 3, Part 2, Plan 21R- 24334, Township of Wollaston, County of Hastings.
2. The parties agree that the right-of-way above described 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, herein described 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 herein described 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 Transferors 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 owner's expense.

6. The parties agree that this shall constitute an agreement pursuant to Sections 53(12) and Section 51(26) of the Planning Act, 1990.

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

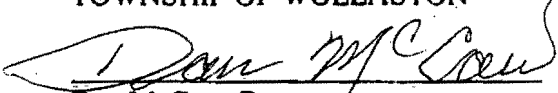
The parties hereto have executed this Agreement on the date first above written, and the parties have affixed their corporate seal duly attested to by their respective proper signing authority.

Witness as to the signature of  
Paul Barker Harris

)  
)  
)  
)

\_\_\_\_\_  
Paul Barker Harris

THE CORPORATION OF THE  
TOWNSHIP OF WOLLASTON

  
\_\_\_\_\_  
Dan McCaw, Reeve

  
\_\_\_\_\_  
Jennifer Cohen, Clerk

We have the authority to bind  
the Corporation