

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

**BY-LAW NO. 74-2021**

Being a By-Law authorizing execution of a Private Right-Of-Way Agreement between The Corporation of the Township of Wollaston and John Thomas Dalby and Margarita Brana Dalby

**WHEREAS** Section 9 of the *Municipal Act*, 2001 provides the municipality with the powers of a natural person for the purpose of exercising its authority under this or any Act;

**AND WHEREAS** Council deems it necessary to enter into a Private Right-Of-Way Agreement pursuant to Consent File No.: B105/20 issued through the County of Hastings;

**NOW THEREFORE** the Council of the Township of Wollaston hereby enacts as follows:

1. That the Mayor and the Clerk be and are hereby authorized to execute a Private Right-Of-Way Agreement with John Thomas Dalby and Margarita Brana Dalby under the terms and conditions set out in said agreement hereto annexed and forming part of this By-Law.
2. This By-Law shall come into force and take effect immediately upon the passing thereof.

**PASSED this the 20<sup>th</sup>, day of December 2021.**

\_\_\_\_\_  
**MAYOR: LYNN KRUGER**

**SEAL**

\_\_\_\_\_  
**CLERK: BERNICE CROCKER**

## PRIVATE RIGHT OF WAY AGREEMENT

**BETWEEN:**

**JOHN THOMAS DALBY AND MARGARITA BRANA DALBY**  
Hereinafter called the "Owner"

**OF THE FIRST PART**

and

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

Hereinafter called the "Municipality"

**OF THE SECOND PART**

**WHEREAS** the Owner, John Thomas Dalby and Margarita Grana Dalby are the registered owners in fee simple of the lands described in Schedule "A" hereto (hereinafter described as the "Dominant Lands");

**AND WHEREAS** the Owner, Margarita Brana Dalby is the registered owner in fee simple of lands described in Schedule "A" hereto (hereinafter described as the "Benefitting Lands");

**AND WHEREAS** the Hastings County Planning Advisory and Land Division Committee has granted a consent to sever the Subject Lands by virtue of Consent File No.: B105/20

**AND WHEREAS** as a condition of the severance, the said Committee has required the Owner to enter into this Agreement with the Municipality in accordance with the provisions of the Planning Act, R.S.O. 1990, c.P13, as amended, and in particular Sections 53(12) and 51(26) thereof;

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

1. The lands, which are the subject of this Agreement together with the right-of-way, thereto and therefrom the travelled township road are described 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 benefitting lands and is not a public maintained highway and the parties agree that the Municipality does not and shall not assume the said right-of-way and shall not under any circumstances be the responsibility of the Municipality.
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 shall indemnify and save harmless the Municipality against and from all claims, actions, causes of actions, suits or demands of any manner whatsoever arising out of the use of the private right-of-way by the Owner, the Owner's servants or agents, invitees, and others using the private right-of-way.
5. The Owner agrees that any transfer from him/her to a purchaser of the Dominant Lands shall refer to this agreement in the following terms:

"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 Owner agrees that he shall be responsible for registration of this agreement and will not sell or otherwise deal with the Dominant Lands unless and until this Agreement has been registered on the title to the Dominant Lands, at the owner's expense.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals on the date first set out above.

**SIGNED, SEALED & DELIVERED** )  
in the presence of )

\_\_\_\_\_  
**OWNER: JOHN DALBY**

\_\_\_\_\_  
WITNESS AS TO THE )  
SIGNATURES OF THE OWNERS )

\_\_\_\_\_  
**OWNER: MARGARITA DALBY**

\_\_\_\_\_  
WITNESS AS TO THE )  
SIGNATURES FOR WOLLASTON )  
TOWNSHIP )

**THE CORPORATION OF THE  
TOWNSHIP OF WOLLASTON**

\_\_\_\_\_  
**MAYOR: LYNN KRUGER**

\_\_\_\_\_  
**CLERK: BERNICE CROCKER**

) We have the authority to bind the  
) Corporation

## **SCHEDULE "A"**

### **LEGAL DESCRIPTION:**

- 1. Benefitting Lands:** Lot 11, Concession 11, Township of Wollaston, County of Hastings owned by Margarita Brana Dalby
  
- 2. Dominant Lands:** Lot 11, Concession 10, Township of Wollaston, County of Hastings owned by John Thomas Dalby and Margarita Brana Dalby
  
- 3. Right-Of-Way:** Part Lot 11, Concession 10, being PART 1, PLAN 21R-25979, Township of Wollaston, County of Hastings