

THIRD READING

No. 12-88

COUNCIL OF Wollaston SESSION, June 7 1988

Moved by Robert Under Seconded by Robert Under

That a By-law to amend By-Law 8-87 to rezone lots 2,3,4 Con. 8
from Rural to (SR-1) Special Seasonal Residential.

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. Cl Gunter

SECOND READING

No. 12-88

COUNCIL OF Wollaston SESSION, June 7 1988

Moved by Robert Under Seconded by Moris Danford

That a By-law to to amend By-Law 8-87 to rezone lots 2,3,4, Con. 8
from Rural to (SR-1) Special Seasonal Residential.

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

Carried. Cl Gunter

FIRST READING

No. 12-88

COUNCIL OF Twp of Wollaston SESSION, June 7 1988

Moved by Moris Danford Seconded by Robert Under

That a By-law to amend by-law 8-87 to rezone lots 2,3,4
con. 8 from rural to (SR-1) special seasonal residential.

be received and read a first time.

Carried. Cl Gunter

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

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO: 12-88

Being a By-Law to amend By-Law 8-87 to rezone
Lots 2,3,4,,Concession 8 from Rural to (SR-1)
Special Seasonal Residential.

Read a first, second and third time this 7th
day of June, 1988.

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

C.H. Gunter
C.H. Gunter, Reeve

Betty Wilson
Betty Wilson, Clerk-Treas.

BY-LAW NO 12 - 88

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

A by-law to amend By-Law 8-87 being a by-law to regulate the use of land height, bulk, location, spacing, character and use of buildings.

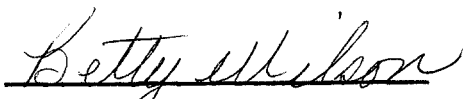
WHEREAS By-Law 8-87, being the Comprehensive Zoning By-Law of the Township of Wollaston, zones part of Lots 2, 3, and 4, Concession 8, to "SR-1 (Special Seasonal Residential)" has been to permit the development of cottages accessible by means for a private right-of-way, pursuant to a condition of consent of the Hastings County Land Division Committee;

AND WHEREAS, the Council of the Corporation of the Township of Wollaston deems it advisable to amend the Township's Comprehensive Zoning By-Law No. 8-79;

NOW, THEREFORE the Council of the Corporation of the Township of Wollaston enacts as follows:

1. That part of lot's 2, 3 and 4, Concession 8, in the Township of Wollaston as shown on the attached Schedule 1 be and the same are hereby rezoned from "RU (Rural)" to "SR-1 (Special Seasonal Residential).
2. The use of the subject lands shall be in conformity with the standards of the "SR (Seasonal Residential)" zone and applicable General Provisions of By-Law 8-79 as amended except with respect to access.
3. Notwithstanding the provisions of Section 9.7 of By-Law development in the SR-1 zone is permitted where permanent legal access is available from an existing registered right-of-way 20 feet in width, provided an agreement has been entered into between the owners of the lands so zoned and the Municipality relating to the maintenance of such a right-of-way and such agreement is registered upon the title to the subject premises.
4. This by-law shall come into force and take effect on the date of passing providing no notice of appeal is filed within thirty-five days of the date of the passing of this By-Law. In the event that an appeal is filed, this By-Law shall not come into effect until finally disposed of by the Ontario Municipal Board.

Read a first, second and third time and finally passed this 7th day of June, 1988



Betty Wilson, Clerk-Treas.



C.H. Gunter, Reeve

THIS AGREEMENT DATED THE _____ DAY OF _____, A.D. 19 88.

B E T W E E N: _____, of the Township of Wollaston

in the County _____ of Hastings

Skoko Berislav
Mihaljeciv Ranko
Bosnjok Ivan
Bosnjok Rodovon
Jelic Stanko

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.

Delaney - witness

Benjlov Shoko et al
OWNER *Jun 11-1988*

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON

C. A. Gentry
REEVE

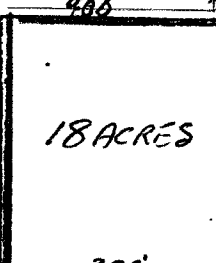
Betty Wilson
CLERK

LAKE WOLLASTON

COMMERCIAL

66'

RIDGE ROAD



100 acres
LOT 12

100 acres
LOT 11

100 acres
LOT 10

WOODED AREA

CON 6

66'

3300

SWAMP
100 ACRES
CON 5

100 ACRES

LOT 13

LOT 14

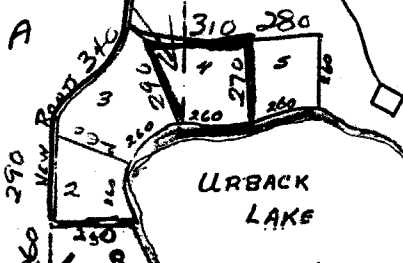
WOODED AREA

WOODED AREA

PRIVATE EASE ROAD

33'

3000'



NORTH

PROPOSED LGTS
LOT 14 AND LOT 13
CONC. 5
WOLLASTON TWP.

2640'

1320

3300'