

THIRD READING

No. 10-89

COUNCIL OF _____ SESSION, Feb 24 19 89

Moved by Norma Cahin Seconded by Bailey

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.

Moris Sanford

SECOND READING

No. 10-89

COUNCIL OF _____ SESSION, Feb 24 19 89

Moved by Albert Uader Seconded by Norma Cahin

That a By-law to _____

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

Carried.

Moris Sanford

FIRST READING

No. 10-89

COUNCIL OF _____ SESSION, _____ 19 _____

Moved by Bailey Seconded by R. Cahin

That a By-law to Rezone part lot 19 C 5 as per schedule 1 attached from RU (Rural) to SK-1 (Special Seasonal Residential)

be received and read a first time.

Carried.

Moris Sanford

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO: 10-89

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 Lot 19, Concession 5 as "RU" (Rural);

AND WHEREAS an application for the rezoning of parts of Lot¹⁹ Concession⁵, to "SR-1 (Special Seasonal Residential)" has been made to permit the development of cottages accessible by means of 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 19, Concession 5, 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 8-79 development in the SR-1 zone is permitted where permanent legal access is available from a resistered right-of-way m (20 Ft.) in width,
4. AND WHEREAS an agreement has been entered into between the owners of the lands and the Municipality relating to the maintenance of a private right-of-way, and such agreement is to be registered on the tittle to the subject lands,
5. 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 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 ^{24th} and finally passed this 8th day of April, 1988.

February, 1989,

Betty Wilson
Clerk-Treasurer

Loris Sanford
Reeve.

THIS AGREEMENT DATED THE 8th DAY OF AUGUST, 1989
Between Beverley Stradeski, of the Township of Wollaston
in the County of Hastings
Hereinafter called the "Owner"

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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 of 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. 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.

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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.

Richard A. Attwood
OWNER

THE CORPORATION OF THE TOWNSHIP OF
WOLLASTON

Doris Danford
REEVE
DORIS DANFORD

Betty Wilson
CLERK
BETTY WILSON

WOLLASTON LAKE

"No. 2" Schedule "A"

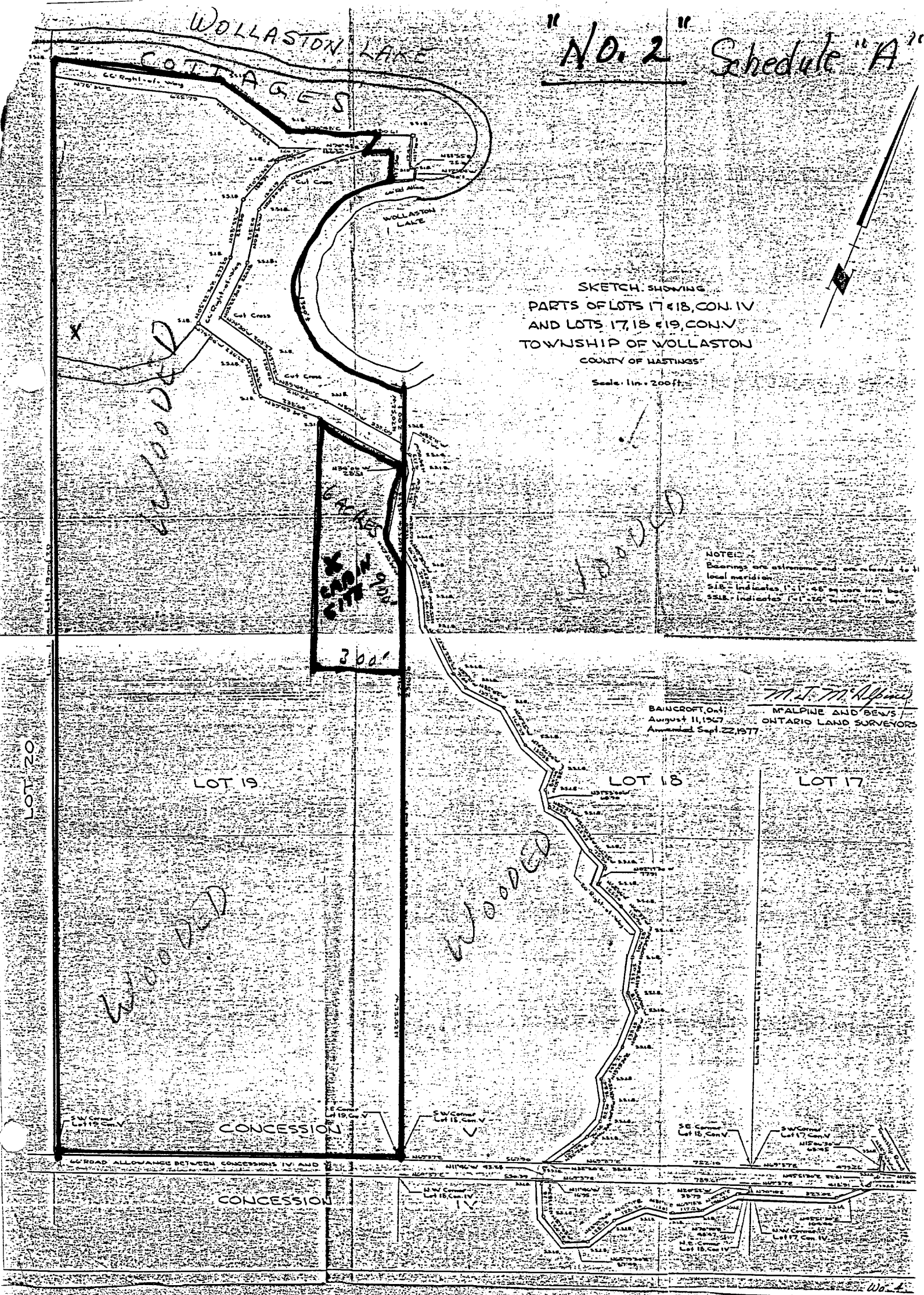
COTTAGES

SKETCH SHOWING PARTS OF LOTS 17 & 18, CON. IV AND LOTS 17, 18 & 19, CON. V TOWNSHIP OF WOLLASTON COUNTY OF HASTINGS

Scale: 1 in. = 200 ft.

NOTES: Bearings are astronomic and are referred to local meridian. S1B indicates 1" x 1" x 65 square iron bar. S51B indicates 1" x 1" x 25 square iron bar.

M. J. M. Alpin BANCROFT, Ont. MALPINE AND BEVIS August 11, 1907 ONTARIO LAND SURVEYORS Amended Sept. 22, 1977



LOT 20

LOT 19

LOT 18

LOT 17

WOODED

WOODED

CONCESSION

CONCESSION