

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW No. 90-13

A By-Law to enter into a Site Plan agreement with Gerard Visutskie in Lot 26, Concession NFA.

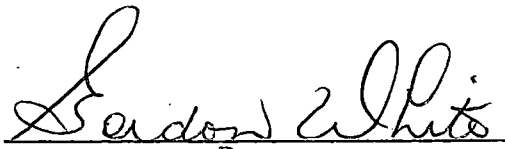
WHEREAS:

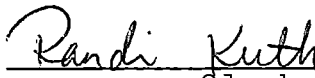
- 1) Under the provisions of Section 40(7)(C) of the Planning Act 1983 as amended, a municipality has authority to enter into Site Plan agreements, dealing with, and ensuring the provision of all facilities works or matters described in a Site Plan Agreement.
- 2) The Corporation of the Township of Westmeath deems it expedient to enter into a Site Plan Agreement with Gerard Visutskie regarding an automotive garage in lot 26 Concession NFA.
- 3) The Ontario Municipal Board has directed that an executed site plan agreement be submitted to it, before an order is made on a Zoning By-Law amendment concerning this property.

Now therefore the Corporation of The Township of Westmeath ENACTS as follows:

- 1 The Site Plan Control Agreement entitled Schedule 'A', an agreement between The Corporation of the Township of Westmeath and Gerard Visutskie, is attached to and forms part of the By-Law.
- 2 The Reeve and Clerk are hereby authorised to sign the aforementioned Site Plan Control Agreement on behalf of the Corporation.
- 3 The Corporation of the Township of Westmeath will recover, under the authority of Section 325 of the Municipal Act, through municipal taxes, the costs of any works it may have to perform, should the owner fail to complete the works described under the Site Plan Control Agreement.
- 4 This By-Law will come into effect upon approval of the Ontario Municipal Board.

PASSED and ENACTED this 7th day of March, 1990.

  
Reeve

  
Clerk

CORPORATION OF THE TOWNSHIP OF WESTMEATH

SITE PLAN CONTROL AGREEMENT

Visutskie Garage Part of Lot 26 Concession NFA

IN ACCORDANCE with Section 40 of the Planning Act, this Agreement is made in triplicate on this 23rd day of February, 1990, by and between the following parties:

OWNER: Gerard Visutskie

TOWNSHIP: Corporation of the Township of Westmeath

Each of whom, for good and valuable considerations, covenant one to the other as follows:

1. the OWNER agrees:
  - (a) that he owns the land which is the subject of this Agreement and is described on the Site Plan;
  - (b) that the work done on the land will be in accordance with this Agreement and according to any permits, licences or approvals obtained from the Province of Ontario, the Township of Westmeath, the County of Renfrew, the Renfrew County & District Health Unit, Ontario Hydro and abutting owners, as may be required;
  - (c) that this Agreement can be registered by the Township against the land to which it refers;
  - (d) that he will make no changes to work described under this Agreement without the written approval of the Township;
  - (e) that he will pay such reasonable fees as may be invoiced to the Township in connection with this Agreement;
  - (f) to commence construction of the said development within 12 months of the date of signing.
2. The OWNER, prior to the execution of this Agreement by the Township will:
  - (a) have paid all outstanding taxes;
  - (b) have deposited with the Township any deeds, easements, deposits, levies and security required by this Agreement; and
  - (c) have secured the approval, in writing, of the Township to any plans and specifications required by the Township under this Agreement.
3. The TOWNSHIP agrees:
  - (a) that the project to be developed under this Agreement conforms to the Official Plan and Zoning By-Laws of the Township;

- (b) that it has enacted a Site Plan Control By-Law covering the subject property;
- (c) that it approves the Site Plan and all schedules attached to this Agreement; and
- (d) that the Owner can proceed with the project in accordance with this Agreement and the Building Permit(s) issued by the Township.

4. The PARTIES agree:

- (a) that the following schedules form part of this Agreement:
  - i) Schedule "A" - Copy of Site Plan
  - ii) Schedule "B" - Deeds, Deposits, Levies Security and Easements required by the Township.
- (b) that this Agreement will take priority over any subsequent registration against the subject lands.

IN WITNESS WHEREOF the Parties have hereto affixed their corporate seals attested to by the hands of their duly authorized officers.

Executed by Owner on the 23rd day of February, 1990.

Executed by the Township on the 7<sup>th</sup> day of MARCH 1990.

SIGNED, SEALED AND DELIVERED

In the Presence of

<p>Pat Burr. Treasurer Twp of Westmeath.</p> <p>Randi Kuth. Clerk</p>	<p>} Grand Visitskie</p> <p>} [Signature] Deputy Reeve</p>
---	--

# Site Plan

of

## Visutskie Garage

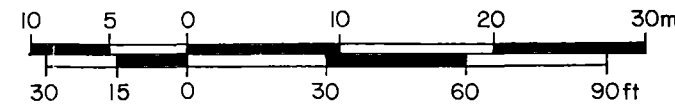
Part of Lot 26, Concession N.F.A.

Township of Westmeath

J.L.R. No. 83-7967

Prepared: 90/02/14

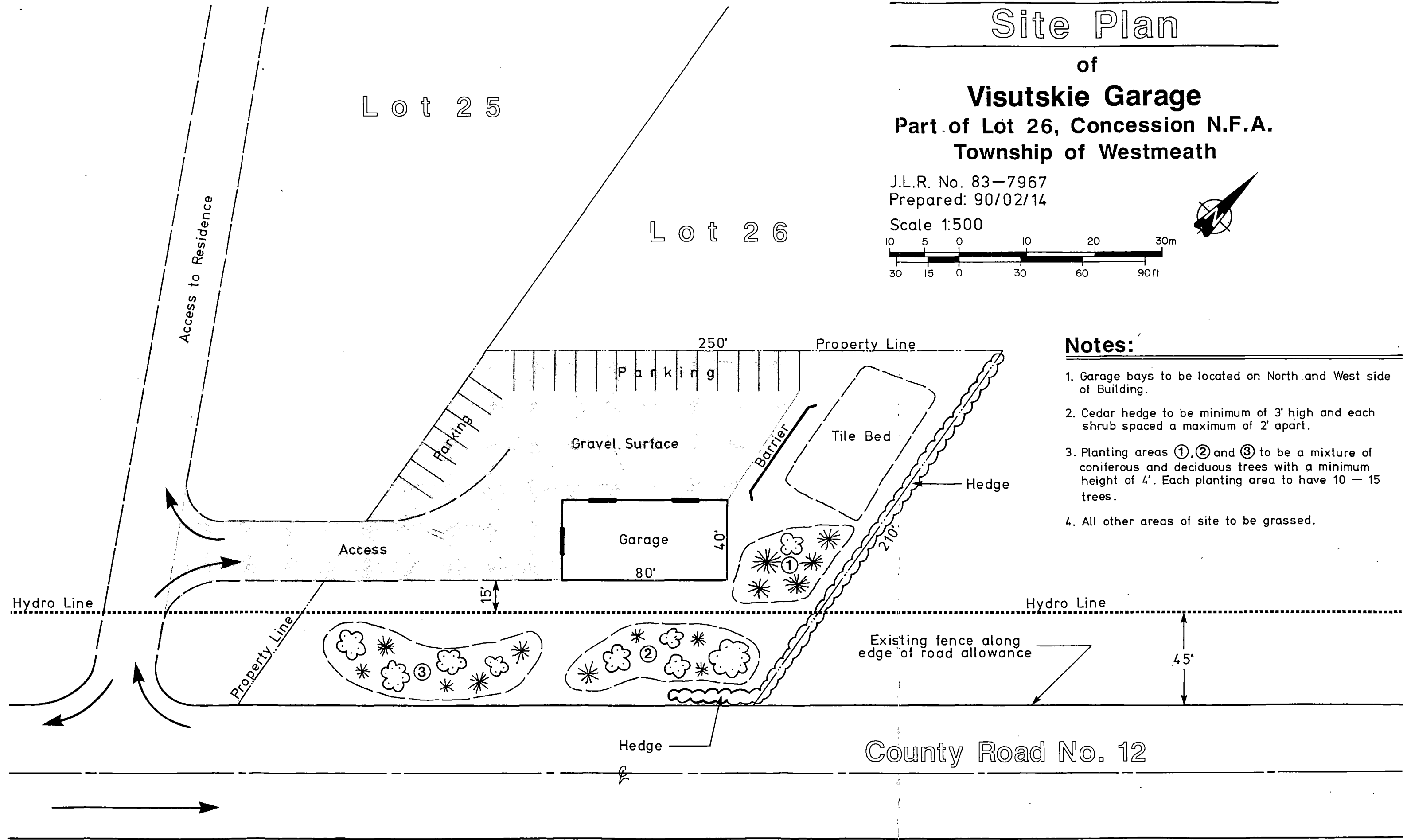
Scale 1:500



Lot 25

Lot 26

Access to Residence



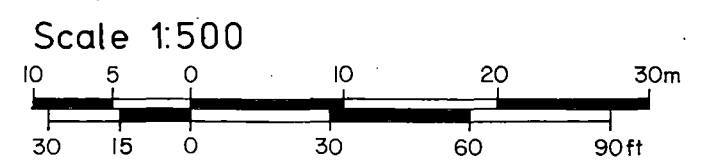
### Notes:

1. Garage bays to be located on North and West side of Building.
2. Cedar hedge to be minimum of 3' high and each shrub spaced a maximum of 2' apart.
3. Planting areas ①, ② and ③ to be a mixture of coniferous and deciduous trees with a minimum height of 4'. Each planting area to have 10 - 15 trees.
4. All other areas of site to be grassed.

# Site Plan

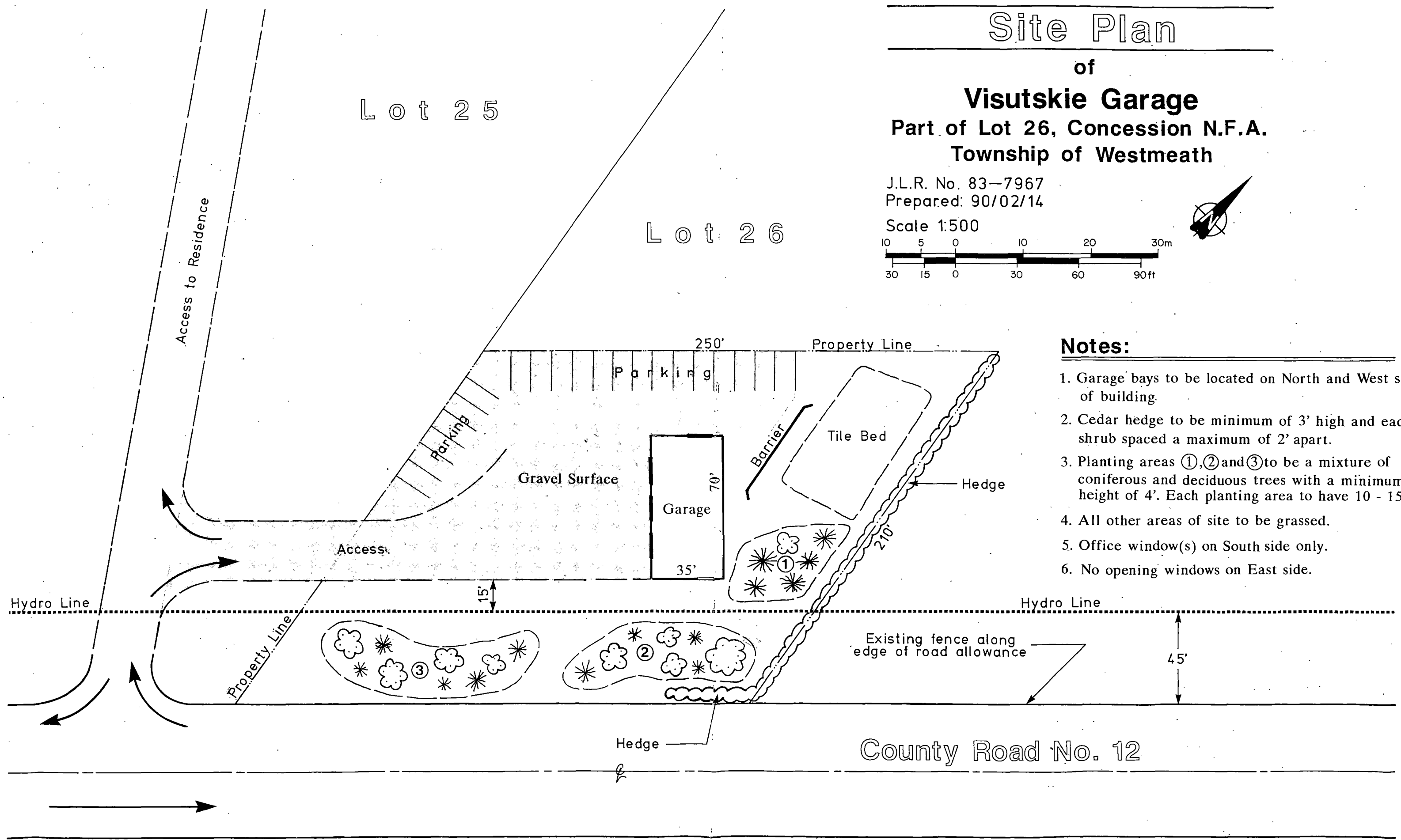
of  
**Visutskie Garage**  
Part of Lot 26, Concession N.F.A.  
Township of Westmeath

J.L.R. No. 83-7967  
Prepared: 90/02/14



Lot 25

Lot 26



### Notes:

1. Garage bays to be located on North and West side of building.
2. Cedar hedge to be minimum of 3' high and each shrub spaced a maximum of 2' apart.
3. Planting areas ①, ② and ③ to be a mixture of coniferous and deciduous trees with a minimum height of 4'. Each planting area to have 10 - 15 trees.
4. All other areas of site to be grassed.
5. Office window(s) on South side only.
6. No opening windows on East side.