

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 94-10

A By-Law to enter into an agreement with Keith McLaren regarding setback of structures on Muskrat Lake.

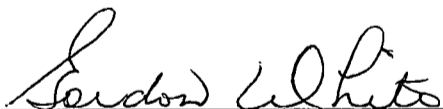
WHEREAS:

1. The Council of the Corporation of the Township of Westmeath has authority under Section 102, of the Municipal Act R.S.O. 1990 to pass By-Laws concerning the welfare of the inhabitants of the Municipality.
2. The Council of the Corporation of the Township of Westmeath has authority under Section 51(6) and 53(2) of the Planning Act to enter into agreements with an owner of land as a condition of the approval of subdivision of land.
3. The Ministry of Natural Resources requires the Township to enter into an agreement with a landowner concerning setback for new development from the shoreline of Muskrat Lake.


NOW THEREFORE the Council of the Corporation of the Township of Westmeath enacts as follows:-

1. That the Corporation of the Township of Westmeath enters into an agreement with Keith McLaren, known as Schedule "A", attached to, and forming part of this By-Law.
2. That the Reeve and Clerk are hereby authorized to sign the agreement referred to in Section 1, on behalf of the Corporation.

PASSED and ENACTED this 30th Day of March, 1994.



Reeve



Clerk

FOR OFFICE USE ONLY

(1) Registry  Land Titles  (2) Page 1 of \_\_\_\_\_ pages

(3) Property Identifier(s) \_\_\_\_\_ Block \_\_\_\_\_ Property \_\_\_\_\_ Additional: See Schedule

(4) Nature of Document  
**Agreement - Deposit**

(5) Consideration  
Dollars \$ \_\_\_\_\_

(6) Description  
All that portion of Lot 2, Concession 1, East of Muskrat Lake, Township of Westmeath, County of Renfrew and Province of Ontario designated as Part 12 on Plan 49R-2116.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

New Property Identifiers  
Additional: See Schedule

Executions  
Additional: See Schedule

(8) This Document provides as follows:  
  
Agreement between the Municipal Corporation of the Township of Westmeath and Keith McLaren

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(11) Address for Service

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH	<i>Randi Keith</i>	1994 03 31

(13) Address for Service  
**Westmeath, Ontario**

(14) Municipal Address of Property  
N/A

(15) Document Prepared by:  
R. BRUCE LEACH  
256 Nelson Street  
P.O. Box 546  
Pembroke, Ontario  
K8A 6X7

Fees and Tax	
Registration Fee	
<b>Total</b>	

THIS AGREEMENT made this 23rd day of March, 1994.

B E T W E E N:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP  
OF WESTMEATH

Hereinafter called the "Municipality"  
OF THE FIRST PART

and:

KEITH McLAREN

Hereinafter called the "Purchaser"  
OF THE SECOND PART

WHEREAS the Purchaser has agreed to purchase certain lands which are more particularly described in Schedule "A" attached hereto.

AND WHEREAS the Purchaser has applied for consent to sever the lands described in Schedule "A" attached hereto.

AND WHEREAS Section 51(6) and 53(2) of the Planning Act, R.S.O. 1990, provides that a Municipality may enter into agreements with an owner as a condition of the approval of subdivision of land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) now paid by each party to the other, and the mutual covenants hereinafter referred to, the parties hereto agree as follows:

1. The Municipality agrees to the severance of the lands described in Schedule "A" attached hereto.
2. The Purchaser agrees to implement a 30-metre setback from the highwater mark of Muskrat Lake (no development within 30 metres of the highwater mark) for the severed and retained lands and to indicate that the applicant will apply to rezone the lands to implement the setback within one year of the date of the issuance of the Certificate.

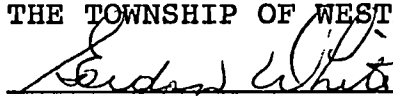
3. This Agreement shall be binding upon the Purchaser, his heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal attested by the signatures of the appropriate signing officers and the Party of the Second Part has hereto set his hand and seal.

SIGNED, SEALED AND DELIVERED)

in the presence of:

THE MUNICIPAL CORPORATION OF  
THE TOWNSHIP OF WESTMEATH

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
KEITH MCLAREN

SCHEDULE "A"

All that portion of Lot 2, Concession 1, East of Muskrat Lake,  
Township of Westmeath, County of Renfrew and Province of Ontario  
designated as Part 12 on Plan 49R-2116