

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW No. 98-24

A By-Law to enter into a Site Plan Agreement with Robert and Cathy Horner in Concession 3,  
East of Muskrat Lake, North Part Lot 17

WHEREAS:

- 1) Under the provisions of Section 41(7)(c) of the Planning Act 1990 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 Robert and Cathy Horner regarding a landscaping contractors yard or shop and a topsoil screening and mixture area in Concession 3, East of Muskrat Lake, North Part Lot 17.

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 Robert and Cathy Horner, is attached to and forms part of the By-Law.
2. The Reeve and Clerk are hereby authorized 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 326 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.

PASSED and ENACTED this 7 day of October, 1998.

  
Reeve

  
Clerk

SCHEDULE "A" TO BY-LAW 98-24

CORPORATION OF THE TOWNSHIP OF WESTMEATH

SITE PLAN CONTROL AGREEMENT

Robert & Cathy Horner  
Concession 3, East of Muskrat Lake, North Part Lot 17

IN ACCORDANCE with Section 41 of the Planning Act, this Agreement is made in triplicate on this 1 day of October, 1998 by and between the following parties:

**OWNER:** Robert and Cathy Horner

**TOWNSHIP:** Corporation of the Township of Westmeath

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

1. the OWNERS agree:

- (a) that they own the lands described in Schedule "1" attached hereto which are the lands affected by this agreement;
- (b) that the work done on the land will be in accordance with this Agreement and Schedule "2" Site Plan 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 they will make no changes to work described under this Agreement without the written approval of the Township;
- (e) that they 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 this agreement. If construction is not commenced within 12 months of signing of this agreement the Township shall, at its sole option, have the right to terminate or suspend this agreement and require that the plans and drawings be re-submitted by the owner for approval.

2. The OWNERS, 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.
- (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 schedule form part of this Agreement:
  - i) Schedule "1" - Description of Lands
  - ii) Schedule "2" - Copy of Site Plan
- (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 the OWNERS on the 7<sup>th</sup> day of October, 1998.

Executed by the TOWNSHIP on the 7<sup>th</sup> day of October, 1998.

SIGNED, SEALED AND DELIVERED

In the Presence of

*David D'Kew*  
*Randi Ruth, Clerk*

) *Robert C. Horner*  
 ) *Cathy Horner*  
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## **SCHEDULE "1"**

### **DESCRIPTION OF LANDS**

Part of the Northerly 107 acres of Lot 17, Concession 3, East of Muskrat Lake, in the Township of Westmeath, County of Renfrew, more particularly described as follows:

COMMENCING at a survey post on the most northerly angle of Lot 17, Concession 3, East of Muskrat Lake;

THENCE Westerly along the said northerly limit a distance of 1700 feet;

THENCE Southerly at right angles to the northerly limit of said Lot 17, a distance of 300 feet;

THENCE Westerly parallel with the northerly limit of said Lot 17, a distance of 100 feet;

THENCE Northerly and at right angles to the northerly limit of said Lot 17, a distance of 300 feet to the northerly limit of the said lot;

THENCE Westerly along the said northerly limit to the most westerly angle of said Lot 17;

THENCE South-easterly along the south-westerly limit of said Lot 17, a distance of 1844 feet to an existing line of fence;

THENCE in a north-easterly direction along the said existing line of fence to a point on the north-easterly limit of said Lot 17, distant 154 feet measured South-easterly along the said north-easterly limit from the most northerly angle of the said lot;

THENCE North-westerly along the said north-easterly limit a distance of 154 feet more or less to the place of commencement.

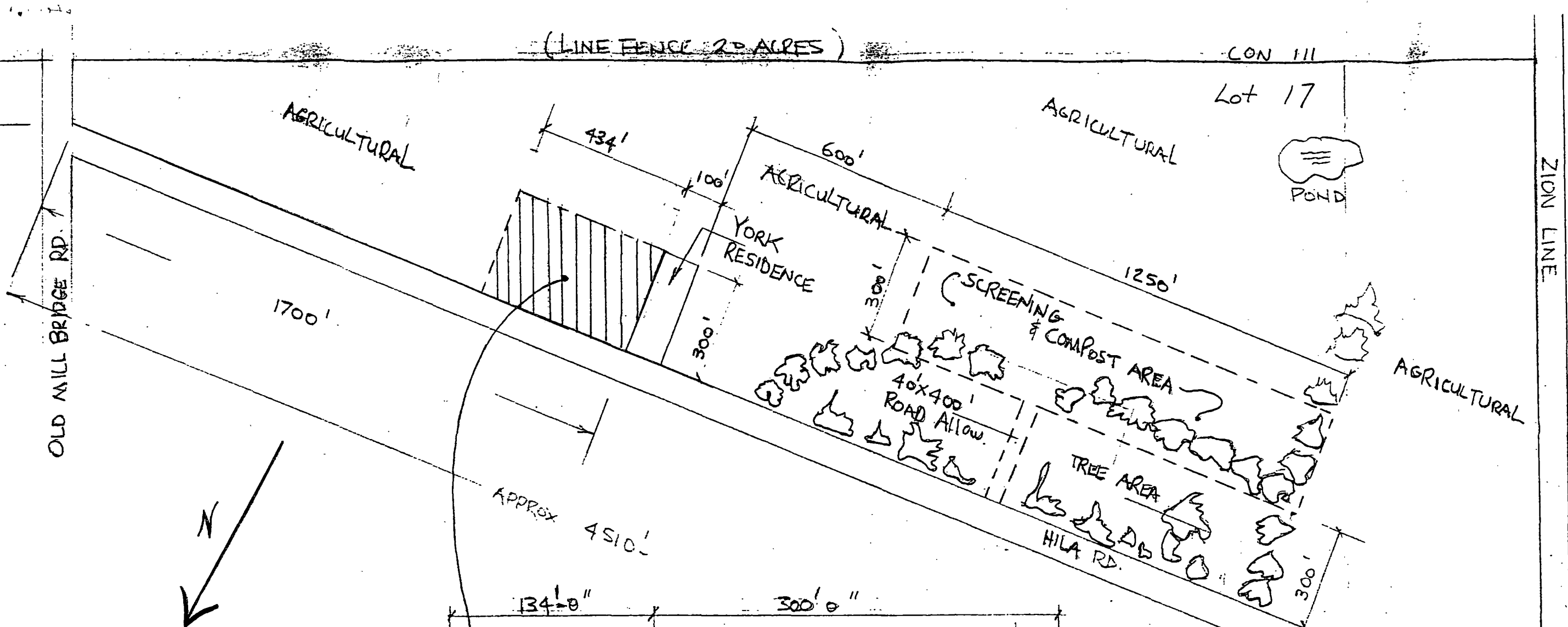
All lands remaining in 66415

(LINE FENCE 2<sup>ND</sup> ACRES)

CON III

CON II

Lot 17



### Schedule "2" - Site Plan

ROBERT + CATHY HORNER

PART LOT 17 CON. 3 EML

TOWNSHIP OF WESTMEATH

APPROX. 107 ACRES

