

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW #91-8

A by-law to Approve a Development Control Agreement with
Howard Avery Construction Limited


THE COUNCIL of the Corporation of the Township of Prince,
pursuant to Section 40 of the Planning Act, 1982 as amended

ENACTS as follows:

That the attached Development Control Agreement with Howard Avery
Construction Limited concerning the proposed development in Part
of the Northwest Quarter of Section 36 in the said Township being
more particularly described as Part 2 on Plan 1R-2950 be hereby
adopted.

PASSED in open Council this 14th day of May, 1991.


Reeve


Administrator

Document General

Form 4 — Land Registration Reform Act, 1984

D

FOR OFFICE USE ONLY

T-319669
Nov 6/90
1102 am

(1) Registry Land Titles Page 1 of 7 pages

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

(4) Nature of Document/Agreement registered under Section 40(7) of the Planning Act, 1983.

(5) Consideration ----- Dollars \$ NIL

(6) Description
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Prince, in the District of Algoma, and being Part of the West Half of the Northwest Quarter of Section 36, in the said township, being more particularly described as Part 2, on Plan 1R-2950.

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

(8) This Document provides as follows:
SEE AGREEMENT ATTACHED

(9) This Document relates to instrument number(s) N/A Continued on Schedule

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SEE AGREEMENT ATTACHED

(9) This Document relates to instrument number(s) N/A Continued on Schedule

(10) Party(ies) (Set out Status or Interest)
Name(s) HOWARD AVERY CONSTRUCTION LIMITED Date of Signature Y M D 1990 09 28
Signature(s) *Howard Avery*
Per: Howard Avery, President.

I have authority to bind the Corporation

(11) Address for Service 300 Pointe Louise Drive, Sault Ste. Marie, Ontario, P6A 5K6

(12) Party(ies) (Set out Status or Interest)
Name(s) THE CORPORATION OF THE TOWNSHIP OF PRINCE Date of Signature Y M D 1990 09 28
Signature(s) *Ken Lamming*
Per: Ken Lamming
Signature(s) *Lucy Konkin*
Per: Lucy Konkin

We have authority to bind the Corporation

(13) Address for Service

(14) Municipal Address of Property
2667 Second Line West,
Sault Ste. Marie,
Ontario.

(15) Document Prepared by:
DONALD B. LAIDLAW,
KELLEHER, LAIDLAW, PACIOCCO,
421 Bay Street, 6th Floor,
P.O. Box 819,
Sault Ste. Marie, Ontario.
P6A 5N3

FOR OFFICE USE ONLY	
Registration Fee	
Total	

Fees and Tax

Additional Property Identifier(s) and/or Other Information

THIS AGREEMENT dated the 12th day of September, 1990,

BETWEEN:

HOWARD AVERY CONSTRUCTION LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP
OF PRINCE,

hereinafter called the "Township",

OF THE SECOND PART

WHEREAS the Owner is the registered owner in fee simple in possession of lands more particularly described and marked "subject property" on Schedule "A" hereto;

AND WHEREAS THE Owner has applied to the Township for approval of a site plan for the proposed development, which is Schedule "B" to this Agreement, which site plan has been approved, subject to the terms and conditions hereinafter set forth;

THEREFORE the parties hereto covenant, promise and agree the one with the other, as follows:

1. LAND AFFECTED

The Owner hereby agrees that the lands affected by this Agreement, hereinafter referred to as the "subject property", are as described and outlined in Schedule "A" hereto.

2. BUILDING PERMITS

The documents required to be supplied by the Owner under the terms and conditions of this Agreement must be submitted to the Township at the time the application for a building permit is made.

3. P.U.C. REQUIREMENTS

The Owner agrees to satisfy the requirements of the Public Utilities Commission of the City of Sault Ste. Marie, when required, with respect to electrical supply to the subject property. The Owner further agrees to provide the necessary easements, when required.

4. COMPLIANCE WITH SITE PLAN

The Owner agrees that upon approval of the said site plan or any amendments thereto by the Township, the proposed development, landscaping, parking area, driveway and other works shown on the said site plan, a copy of which is attached hereto as Schedule "B", shall be erected in conformity with the said site plan.

It is understood and agreed that if the proposed building(s) has/have not commenced within three (3) years of the date of approval of the said site plan, the approved site plan becomes null and void and a new site plan must be submitted.

Additional Property Identifier(s) and/or Other Information

The Owner further agrees to provide a copy of the Site Plan Agreement which shall be kept on the construction site at all times.

5. GRADES LEVELS AND DRAINAGE

The final grade of the lands to provide for drainage of surface water, including the roof water, shall be so fixed to the satisfaction of the Township. The final grade shall also be so fixed that drainage from the abutting neighbouring lands will not be blocked near the boundaries of the subject property.

6. INDEMNIFICATION

It is understood and agreed that the works to be done by the Owner shall be done in a good, workmanlike fashion and in strict compliance with all plans, blue prints or other papers submitted herewith and forming part of this Agreement and failing which the Owner shall at all times indemnify and save harmless the Township of and from all loss, costs and damages which the Township may incur, be at or be put to for or by reason of, or on account of the construction or maintenance by the Owner, his agents, servants or contractors.

7. OWNER MAY REQUESTED AMENDMENTS TO REQUIREMENTS

On the application of the Owner of the subject property to the Township's Planner, such alterations may be made to the requirements of this Agreement as the aforesaid official, in his discretion, deems consistent with the general intent of this Agreement, the relevant zoning by-laws of the Township and the proper development of the subject property and surrounding lands.

Any amendments to this Agreement and the Schedules attached will be processed by the Township's Planner. Any such amendments will not necessarily be filed in the Clerk's Office.

8. NON-COMPLIANCE BY OWNER

It is understood and agreed by the parties hereto that in the event of a failure of an undertaking contained herein, the Township may at its option stop work forthwith, upon notice by the Township to the Owner and no further work shall be done and the erection or construction of buildings or structures on the subject property shall cease until the stop-work order issued by the Township has been withdrawn and in every case where the stop-work order is issued for breach of any undertaking contained in this Agreement or the provision of any other Township by-law, the Owner shall have no cause of action against the Township, its servants or agents resulting from any loss arising from the issuance of the stop-work order.

9. AGREEMENT ACKNOWLEDGED

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

10. REGISTRATION

The Owner consents to the registration of this Agreement, on the title to the subject property. The Owner shall pay the registration costs.

Any amendments to this Agreement agreed to between the parties hereto will not necessarily be registered on title to the subject property

Additional Property Identifier(s) and/or Other Information

and the detail of any such amendments may be obtained by attending at the Township Offices.

11. COMPLIANCE WITH OTHER BY-LAWS

Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all the by-laws of the Township.

12. COVENANTS RUN WITH THE LAND

All terms, covenants and conditions herein contained shall be deemed to be negative and shall run with the land and be binding upon the Owner, his heirs, assigns and administrators or successors as owners and/or occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Township.

13. PENALTY

The Owner acknowledges that pursuant to Section 321 of the Municipal Act, as amended, the by-law authorizing execution of this Agreement shall contain a clause providing for fines of not more than \$2,000.00, exclusive of costs, upon any person who contravenes a requirement of this Agreement.

14. HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

15. ZONING CHANGE REQUIRED

The Owner covenants and agrees that the portion of the building to be used as offices shall not be occupied and used as such until the Owner has applied for and received appropriate amendment to the Township's Zoning By-law.

16. VEHICULAR ACCESS

The vehicular access to and from the subject property shall be taken onto Highway 550 West, as shown on Schedule "B" hereto. The paved entrance and exit shall be constructed to the satisfaction of the Township.

17. PAVED PARKING

The parking areas and the driveways are to be paved in accordance with the plans and specifications to be approved by the Township and each individual parking space is to be identified by appropriate markings as shown on Schedule "B" hereto.

18. REFUSE CONTAINER

A refuse container shall be located on the property to the satisfaction of the Township.

19. LANDSCAPING

The Owner agrees to landscape the subject property as shown on Schedule "B".

All landscaped areas are to be maintained by the Owner of the subject property.

Additional Property Identifier(s) and/or Other Information

20. WELL AND SEPTIC SYSTEM

The Owner shall provide an adequate drilled well on the property for the supply of water together with an adequate septic system approved by the Algoma Health Unit.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

) HOWARD AVERY CONSTRUCTION LIMITED

Per

[Signature of Howard Avery]
HOWARD AVERY, President

XX

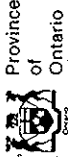
) THE CORPORATION OF THE TOWNSHIP
OF PRINCE

Per:

[Signature of Ken Lamming]
Ken Lamming

Per:

[Signature of Lucy Konkin]
Lucy Konkin



Schedule "A"

Form 5 — Land Registration Reform Act, 1994

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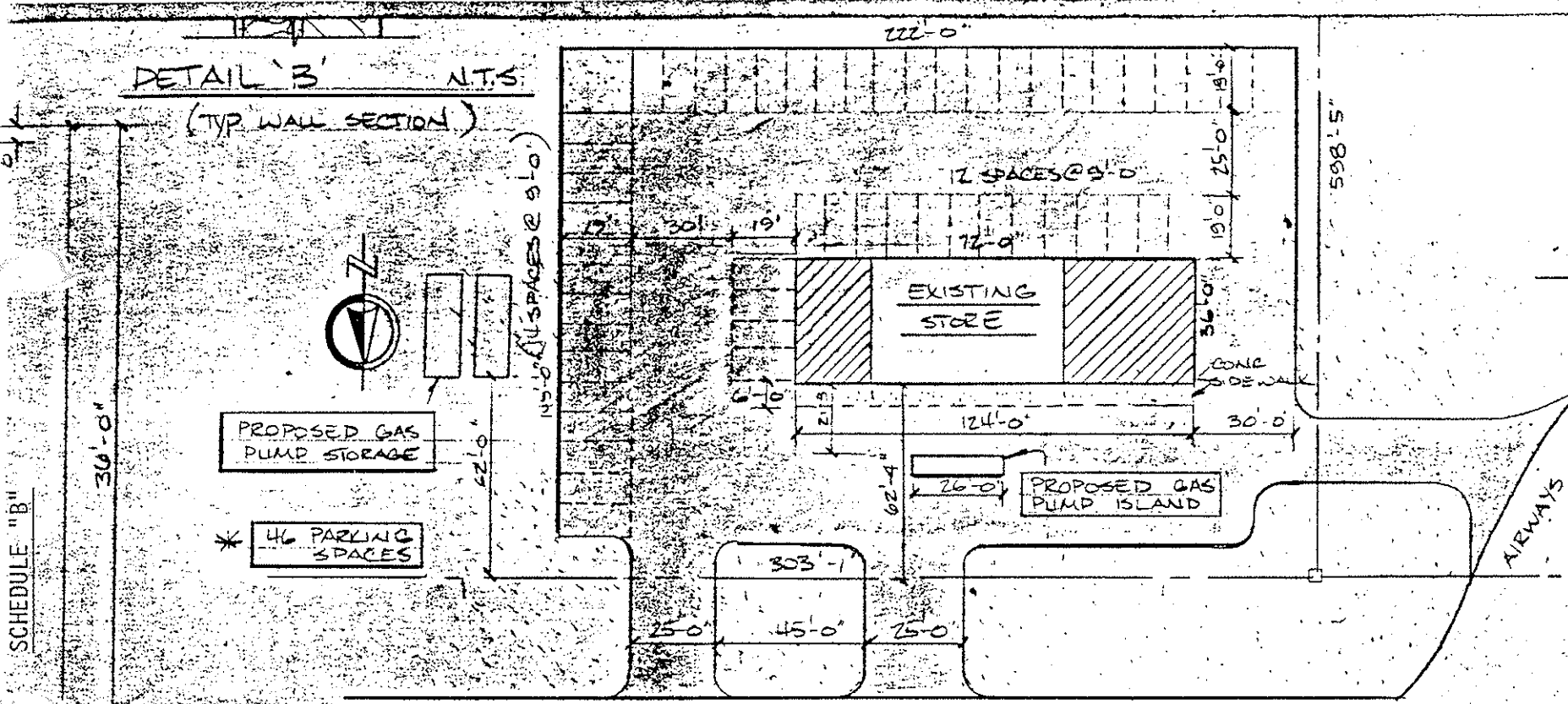
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



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P.B.



-  DRIVE WAY PROPOSED ASPHALT
-  FIELD OR GRASSY AREA
-  PARKING STALL
-  LOT LINE

NOTE
 SIDEWALK TO EXTEND PAST FOR NEW ADDITIONS AND TO BE ACCOMMODATED FOR HANDICAPPED SIDEWALK TO BE REVELED FOR ACCESS


SCHEDULE "B"

AREAS	
OFFICE	864 sq ft
TENANT	1440 sq ft
	2304 sq ft

SITE PLAN
 (PART 2 I.R. 2950 PRINCE TWP.)

CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE. REPORT ANY DISCREPANCIES TO ENGINEER'S OFFICE.

These plans are drawn in accordance with the Ontario building code; however Soa Mill and Lumber Co. does not assume liability for any errors or omissions on these plans unless advised, in writing, of such errors prior to commencement of construction.

NO.	REVISION	BY
 HOLLINGSWORTH ARCHITECT AND ENGINEERS, INC.		
TITLE PROPOSED STORE ADDITION FOR Mr HOWARD		
DRW: MARK M	DATE: SEPT 4/90	DRAWING NO:
CHECK'D:	DATE:	90-0074
APPR'D:	SCALE: AS NOTED	SHT. NO: 1