

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 93-12

Being a by-law to authorize the Reeve and Clerk to execute an Agreement between the municipality and Walter John Praysner, Jr. and Anne Marie Praysner

WHEREAS the Committee of Adjustment of the Township of Prince approved a Minor Variance Application made on behalf of WALTER JOHN PRAYSNER, JR. and ANNE MARIE PRAYSNER on the 17th day of August, 1993.  
AND WHEREAS as a condition of the Committee of Adjustment decision, the Applicants were to enter into an Agreement with the Municipality agreeing that the accessory building to be constructed would not be used for any commercial purpose.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

THAT the Reeve, ~~and~~ Clerk<sup>and Building Inspector</sup> be and they are hereby authorized to execute and affix the Corporate Seal to the said Agreement, a copy of which is attached hereto.

READ a first, second and third time and finally passed this 12th day of October, A.D., 1993.

  
Reeve  
  
Clerk

THIS AGREEMENT made this 12<sup>th</sup> day of October, 1993

BETWEEN:

WALTER JOHN PRAYSNER, JR.  
and ANNE MARIE PRAYSNER

hereinafter referred to as the "Owners"

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
hereinafter referred to as the "Township"

- and -

CARL MACERAN, The Township Building Official for  
the Corporation of the Township of Prince

hereinafter referred to as the "Building Official"

WHEREAS the Owners are the registered owners of the lands described as Part of the South East Quarter of Section 25, in the Township of Prince;

AND WHEREAS the owners propose to construct an Accessory Building, (Garage) on the said lands:

AND WHEREAS the said lands have a zoning designation of Rural Residential (R.R.), as set out in the Township's Zoning By-Law Number 77-7 as amended;

AND WHEREAS the proposed Accessory Building (Garage) on the said lands does not meet with the requirement of the said zoning by-law;

AND WHEREAS the Owners have made application for a minor variance (Application #A6/93) to the Committee of Adjustment for the Township of Prince to permit the construction of an Accessory Building (Garage) on the said lands;

AND WHEREAS the Owners have received approval from the Committee of Adjustment on August 17, 1993 to construct an Accessory Building (Garage) with a height of 4.37 m. (14.33 feet), ceiling height of 3.05 m. (10 feet) and access door height of 2.64 m. (9.0 feet).

NOW, THEREFORE THIS AGREEMENT AND UNDERTAKING WITNESSETH

that in consideration of the issuance of a building permit for the said construction of the Accessory Building (Garage), the Owners undertake and agree as follows:

1. The said work shall be done in accordance with the plans to be approved by the "Building Official" and permit(s) issued therefor.
2. The accessory building shall not be used for any commercial purpose, neither shall the building be used for the storage of any commercial vehicle.
3. The Owners release the Township, the Building Official, its authorized agents and servants from any liability of any nature whatsoever in regard to the construction performed pursuant to this Agreement and any matter referred to in this Agreement.
4. Neither the issuance of a building permit to the Owners in regard to the said lands, nor the execution of this Agreement estops or precludes the Building Official and the Township from taking any legal action, whether pursuant to the Ontario Building Code, the Municipal Act, or any other appropriate legislation or rule of law to enforce the legal or equitable rights of the Township and the Building Official in regard to any construction or any use on the said lands.
5. In regard to the issuance of a building permit for said lands or in regard to the execution of this Agreement, the Owner,
  - (a) shall not commence any action or proceeding or any claim of any nature whatsoever against the Building Official or the Township;
  - (b) shall indemnify the Building Official and the Township in regard to damages and costs, legal or otherwise, awarded by any court or tribunal in any suit, action or proceeding commenced against the Building Official of the Township in regard to the issuance of building permits or the execution of this Agreement.
8. The owners consent to the registration of this agreement against the title to the subject property. The owners shall pay the registration costs.

9. All terms, covenants and conditions herein contained shall run with the land and be binding upon the owners, their heirs, assigns and administrators or successors as owners and/or occupiers of the said lands from time to time.
10. The Owners will not challenge the validity of this Agreement and this Agreement may be pleaded by way of estoppel by the Township and the Building Official against the Owners in any suit, action or proceeding.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day first above written.

SIGNED, SEALED AND DELIVERED )

In the Presence of )

Cal Nicks )

Cal Nicks )

Walter John Praysner, Jr.

WALTER JOHN PRAYSNER, JR.

Anne-Marie Praysner

ANNE MARIE PRAYSNER

CORPORATION OF THE TOWNSHIP  
OF PRINCE

David Edger  
REEVE

[Signature]  
CLERK

Carl A. Magerson  
BUILDING INSPECTOR