

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 95-3

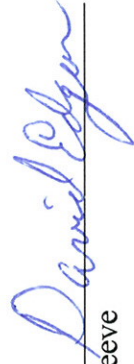
A by-law to approve a Development Control  
Agreement with Wayne LeBoeuf, Alcide LeBoeuf  
Joanne LeBoeuf and Kelly LeBoeuf

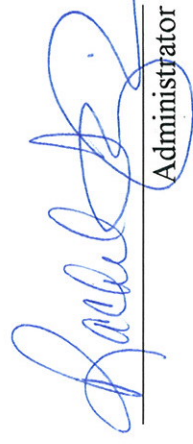
THE COUNCIL of the Corporation of the Township of Prince, pursuant to section 41 of  
the Planning Act, R.S.O., 1990, as amended, ENACTS as follows:

That the attached Development Control Agreement between the municipality and Alcide  
LeBoeuf, Joanne LeBoeuf, Wayne Kenny LeBoeuf and Kelly Jane LeBoeuf pertaining to  
2611 Second Line West be adopted

AND that the Reeve and Administrator are hereby authorized to execute the said  
Agreement on behalf of the municipality.

PASSED in open Council this 14th day of February, 1995.

  
Reeve

  
Administrator

THIS AGREEMENT made this 14th day of February, 1995

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

hereinafter called the "Township"  
OF THE FIRST PART

-and-

**ALCIDE LEBOEUF, JOANNE LEBOEUF AND WAYNE KENNY LEBOEUF**

hereinafter called the "Owners"  
OF THE SECOND PART

-and-

**WAYNE KENNY LEBOEUF and KELLY JANE LEBOEUF**

hereinafter called the "Operators"  
OF THE THIRD PART

WHEREAS the Owners are the owners of lands described as Parts 1 and 3, Plan 1R-7403 located on the south side of Second Line West (Highway #550) in part of the North West Quarter of Section 36 in the Township of Prince, civic 2611 Second Line West

AND WHEREAS the Operators are operating a Body Shop on the lands hereto described

AND WHEREAS the Owners were granted a Temporary Special Use Exception from the requirements of By-law 77-7 to operate a body shop on the subject property, as well as to allow the limited sale of automobiles, for a period of three years, subject to a Development Control Agreement

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree each with the other as follows:

1. **Sign**  
Limitation of the size of the sign at 32 square feet, which sign should be placed on the building
2. **Car Storage**  
Cars awaiting repair or sale must be stored at the rear of the building and shall not be stored for more than sixty (60) days. No more than eight cars shall be stored on the property for sale or repair at any time.
3. **Wrecked Car Storage**  
No wrecked cars or salvage operations may take place on the site.
4. **Automobile Body Shop Operations**  
All automobile body shop operations must take place within the enclosed building. No sanding or painting shall take place out of doors.

5. **Hours of Operation**

The hours of operation are limited to 8:00 a.m. to 8:00 p.m., Monday to Saturday. No operations will take place on Sunday.

6. **Building Department**

A building permit is required from the Building Inspector prior to commencement of any renovations.

7. **Yard**

The yard is to be maintained in accordance with the Township's clean yard by-law #369.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties thereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_  
ALCIDE LEBOEUF

\_\_\_\_\_  
JOANNE LEBOEUF

\_\_\_\_\_  
WAYNE KENNY LEBOEUF

\_\_\_\_\_  
KELLY JANE LEBOEUF

THE CORPORATION OF THE  
TOWNSHIP OF PRINCE

*David Edgar*  
\_\_\_\_\_  
Reeve ~~David~~ Edgar

\_\_\_\_\_  
Administrator -- Rachel Tyczinski

*Note: fully executed agreement re paving*