

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 95-9

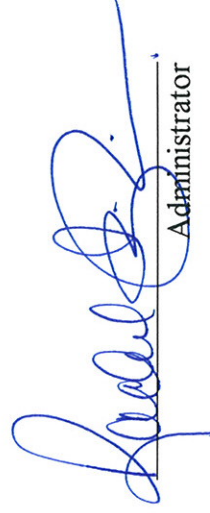
A by-law to authorize execution of an Agreement between the
municipality and the Roman Catholic Diocese

THE COUNCIL of the Corporation of the Township of Prince HEREBY ENACTS AS
FOLLOWS:

1. That the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Roman Catholic Diocese authorizing the municipality to enter upon lands of the Church in the course of erosion control works at the Gros Cap Beach under the infrastructure program, which Agreement is attached hereto as Schedule "A".
2. Schedule "A" hereto forms part of this by-law.

READ THREE TIMES and PASSED in open Council this 13th day of June, 1995.


Reeve


Administrator

THIS AGREEMENT made this 30th day of May, 1995.

BETWEEN:

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION
FOR THE DIOCESE OF SAULT STE MARIE**
hereinafter called the "Church"

-and-

CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Municipality"

WHEREAS the Church is the registered owner of property situate in the South West Quarter of Section 32 in the Township of Prince adjacent to property owned by the Municipality

AND WHEREAS there has been continual erosion and deterioration of the beach property owned by the Municipality and the Church

AND WHEREAS the Municipality has received approval from the Governments of Canada and Ontario for funding to protect the site from further erosion in accordance with the plans and specifications attached hereto

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

The Church agrees to permit the Municipality to enter upon its lands for the purpose of altering the private shoreline and to remove trees as necessary to prevent the continued erosion of the beach site in accordance with the plans and specifications attached hereto.

The Church agrees to allow the Municipality and/or its contractors temporary use of property owned by the Church for the purpose of stockpiling materials, parking of construction equipment and workers' vehicles.

The Municipality agrees to exact a covenant from its contractors for complete restoration of the Church property upon completion of the project.

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

**THE ROMAN CATHOLIC
EPISCOPAL CORPORATION
FOR THE DIOCESE OF SAULT
STE MARIE**

Per: *D. Gachnik*
Pastor

**CORPORATION OF THE
TOWNSHIP OF PRINCE**

Per: *Daniel Edger*

Per: *[Signature]*