

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 96-19


Being a by-law to authorize execution by the Reeve and Administrator between the municipality and Gary J. Spinks and Gwentyth M. Spinks

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 Gary J. Spinks and Gwentyth M. Spinks for with respect to municipal services, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"  
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 12th day of November, 1996

  
Reeve

  
Clerk

THIS AGREEMENT made the 12<sup>th</sup> day of November, 1996

BETWEEN:

GARY J. SPINKS and GWENYTH M. SPINKS, of the Township of Prince, in the District of Algoma

hereinafter called "Spinks"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF PRINCE

hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Spinks are the registered owner of property legally described as part of the Northwest Quarter of Section 32, Township of Prince, District of Algoma, known municipally as 175 Marshall Drive

AND WHEREAS Maurice Plante and Susan Plante, predecessors on title to the said property entered into an Agreement with the Township dated the 3<sup>rd</sup> day of December, 1985 wherein the Plantes agreed:

1. (a) to pay for the installation of his own hydro power line  
(b) to supply and pay for his own snow ploughing  
(c) to accomplish his own garbage disposal; and  
(d) not to ask for school busing for his children

which Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties.

AND WHEREAS Clause 5 of the Agreement states as follows:

"If the Township should ever commence to supply snow ploughing, garbage disposal or school bus services to the property described in Schedule "A", then the Township agrees to release Plante or their successors in title from the covenants contained in paragraph 1."

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and conditions contained herein and the sum of One (\$1.00) Dollar now paid by each of the parties (the receipt whereof is hereby acknowledged) the parties hereto agree as follows:

1. The Township agrees to provide snow removal to the driveway entrance of the subject property and releases the Spinks from covenant 1(b) above noted.
2. The Spinks agree, for clarity, that provision of snow removal to the driveway entrance of the property is in no way a release of covenants 1(a) (c) and (d) above noted.
3. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED and DELIVERED

in the presence of

GARY J. SPINKS

GWENYTH M. SPINKS

CORPORATION OF THE TOWNSHIP OF PRINCE

Per: \_\_\_\_\_

Reeve

Per: \_\_\_\_\_

Administrator