

THE CORPORATION OF THE TOWNSHIP OF PRINCE

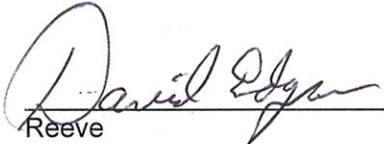
BY-LAW NO. 99-13

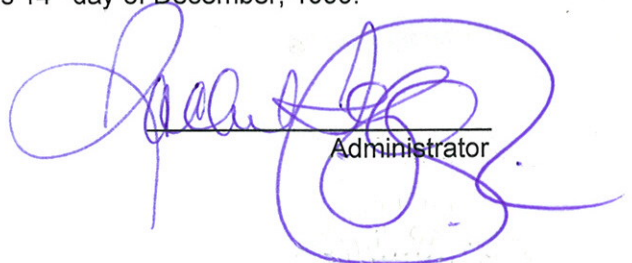
Being a by-law to authorize execution by the Reeve and Administrator of a Site Plan Control Agreement between the municipality and Richard Mousseau

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 a Site Plan Control Agreement between the municipality and Richard Mousseau which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.
3. **PENALTY**
Pursuant to Section 320 of the Municipal Act, as amended, any person who contravenes a requirement of the Site Plan Control Agreement shall be liable for a fine not in excess of \$2,000.00 exclusive of costs.

READ THREE TIMES AND PASSED in open Council this 14th day of December, 1999.


Reeve


Administrator

THIS AGREEMENT made this 23rd day of November 1999

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Township"
OF THE FIRST PART

-and-

RICHARD MOUSSEAU
hereinafter called the "Owner"
OF THE SECOND PART

WHEREAS the owner is the owner of lands described as part of the Southwest Quarter of Section 34, being Parcel 4270, Algoma West Section, in the Township of Prince, municipally known as civic 684 Walls Road;

AND WHEREAS the subject property has insufficient frontage to construct any buildings;

AND WHEREAS the Owner intends to construct a single family dwelling and related outbuildings on the subject property

AND WHEREAS the Owner was granted a rezoning of the subject property to permit construction on the property subject to site plan control

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. **Land Affected**

The Owner hereby agrees that the lands affected by this Agreement, hereinafter referred to as the "subject property" are Parcel 4270, Algoma West Section, being Part of the Southwest Quarter of Section 34, Township of Prince.

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.

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, driveway and other works shown on the said site plan, a copy of which is attached hereto as Schedule "A", shall be erected in conformity with the said site plan.

5. **Front Yard Setback**

The front yard setback of the subject property shall be a minimum of 440' from Walls Road

6. **Buffer Zone**

A buffer zone of 200 feet shall be maintained in rear of civic numbers 690 to 708 Walls Road, inclusive. No trees shall be removed nor shall any other activity take place within the buffer zone.

7. **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.

8. **Non-Compliance by Owner**

It is understood and agreed by the parties hereto that in the vent 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 bu-law, the Owner shall have no cause of action 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.

11. **Compliance with Other By-laws**

Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of 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.

13. **Penalty**

The Owner acknowledges that pursuant to section 320 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 respective heirs, executors, administrators and assigns.

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

SIGNED, SEALED AND DELIVERED
in the presence

RICHARD MOUSSEAU

CORPORATION OF THE TOWNSHIP OF PRINCE

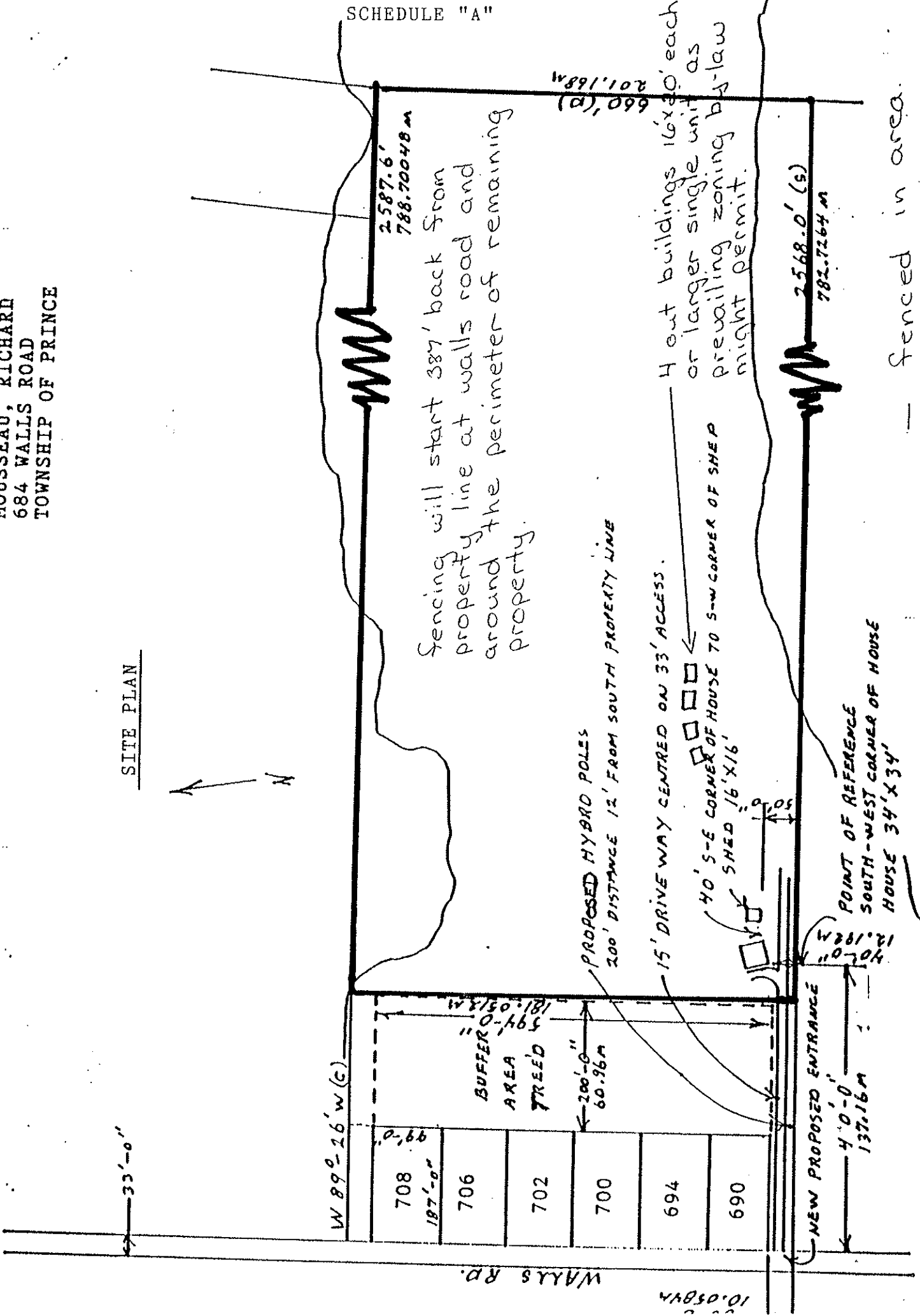
Per: _____
Reeve

Per: _____
Administrator

REZONING APPLICATION A-3-Z
 CONSENT APPLICATION B-1-Z
 MOUSSEAU, RICHARD
 684 WALLS ROAD
 TOWNSHIP OF PRINCE

SCHEDULE "A"

SITE PLAN



Fencing will start 387' back from property line at walls road and around the perimeter of remaining property.

4 out buildings 16'x20' each or larger single unit as prevailing zoning by-law might permit.

POINT OF REFERENCE SOUTH-WEST CORNER OF HOUSE 34' X 34'

— fenced in area.