### CORPORATION OF THE TOWNSHIP OF PRINCE

# **BY-LAW NO. 2011-08**

Being a by-law to authorize the Reeve and CAO to execute an agreement between the Township of Prince and Richard Mousseau.

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

THAT the Reeve and CAO execute and affix the Corporate Seal to an Agreement

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PRINCE Hereinafter called the "Township"

and

# RICHARD MOUSSEAU Hereinafter called "Mousseau"

WITNESSETH in consideration of the mutual covenants herein contained and the sum of ONE DOLLAR (\$1.00) exchanged between the parties, the receipt whereof is acknowledged;

THE Township will have the right to encroach upon the Mousseau property south of the relocated fence to maintain and clean the creek or ditch shown on Schedule "A" hereto, which right shall expire on December 31, 2012.

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

SIGNED, SEALED and delivered in the presence of

Reeve – Ken Lamming

Richard Mousseau

READ THREE TIMES AND PASSED in open Council this 26 day of April, 2011.

Reeve – Ken Lamming

CAO – Peggy Greco

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CAO – Peggy Greco

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## **BY-LAW NO. 2011-08**

### Schedule A

# The Council of the Township of Prince and Mr. Richard Mousseau agree to the following conditions:

1. The Township will have the road access graded in the spring.

The Township will cut over-growth on road access up to the culvert.

- 2. The Township will fix wash outs at main road way.
- 3. The Township will be responsible for repairing any damage to fencing caused by the township.
- 4. Any material removed from ditch will be removed.
- 5. Any work that is not done by the Township employees will be tendered out in accordance with Township policies.
- 6. The owner may, at his own expense, put a gateway to maintain privacy provided it does not limit the ability for equipment to access the ditch.
- 7. This agreement will be reviewed for renewal on a bi-annual basis.

