

**THE CORPORATION OF THE CITY OF NORTH BAY**

**BY-LAW NO. 26-98**

**A BY-LAW TO DESIGNATE A SITE PLAN CONTROL  
AREA ON CERTAIN LANDS ON HIGHWAY 17 EAST  
(CLAUDE'S CORNER STORE -  
HIGHWAY 17 EAST/DUGAS BAY)**

**WHEREAS** the Council of The Corporation of the City of North Bay, hereinafter referred to as the "City", deems it desirable to designate a Site Plan Control Area in the City of North Bay pursuant to Section 41 of the Planning Act R.S.O. 1990 as amended;

**AND WHEREAS** the Council deems it desirable to delegate to the Clerk the authority to enter into an agreement respecting the matters referred to herein;

**AND WHEREAS** Council intends to pass By-law No. 25-98 to rezone the subject lands to a "Rural Residential Lakefront Special Zone No. 8 (RRL Sp. 8)", a "Rural Residential Lakefront Special Zone No. 9 (RRL Sp. 9)", a "Rural Residential Lakefront Special Zone No. 10", a "Rural Residential Lakefront Special Zone No. 11 (RRL Sp. 11)" and a "Floodplain and Erosion (0.2)" zone to permit the creation of four lots for residential purposes by way of an Application for Consent to sever to the Committee of Adjustment.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:**

- 1) That certain parcel of land, composed of Part of Lot 28, Concession 17, Part of Broken Lot 27, Concession 17, Part of Broken Lot 28, Concession 18, and Part of the original lakeshore road allowance in the City of North Bay, which lands are more particularly described on Schedule "A" attached hereto, is hereby designated as a Site Plan Control Area.
- 2) As a condition of approval of buildings and structures referred to in Section 2 hereof, no building or structure shall be erected, constructed, or placed on said Site Plan Control Area until the owner of the Site Plan Control Area has entered into an agreement with The Corporation of the City of North Bay respecting the provisions, to the satisfaction of and at no expense to the Municipality of the following matters:
  - a) parking facilities, both covered and uncovered, and access driveways and the surfacing of such areas and driveways;
  - b) walkways and the surfacing thereof;
  - c) facilities for lighting, including floodlighting;
  - d) walls, fences, hedges, trees or shrubs, or other groundcover or facilities for the landscaping of the lands;
  - e) collection areas and other facilities and enclosures for the storage of garbage and other waste material;

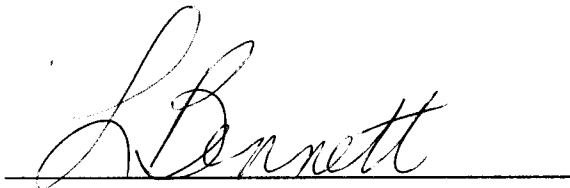
- f) grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon.
- 3) As a condition of approval the owner agrees to provide ingress and egress and appropriate associated easements in favour of the proposed lots. Said access and easements shall be provided to the ongoing satisfaction of the City.
- 4) As a condition of approval the owner agrees to preserve and maintain the two registered archaeological sites identified as CbGu-1 and CbGu-2 and further known as the Palframan Sites. Said sites shall be preserved and maintained to the ongoing satisfaction of the appropriate approval authority.
- 5) As a condition of approval the owner agrees to convey title to the City to recognize any portion of Bayview Road that traverses the applicant's property. Said conveyance and all related actions shall occur to the satisfaction of and at no expense to the Municipality.
- 6) The owners agree that no person shall undertake any development on that part of the lands described above which is within 150 feet in perpendicular width of the high water mark of the shore of Trout Lake except in strict accordance with the terms of this Agreement.
- 7) The owners agree that no natural flora ground cover, shrubs, bushes or trees of any kind whatsoever shall be removed from the said lands without the prior written approval of the City Zoning Administrator.
- 8)
  - a) The Mayor and Clerk are hereby authorized upon the recommendation of the Chief Administrative Officer to enter into, under Corporate Seal, one or more agreements on behalf of The Corporation of the City of North Bay with the owner of the subject lands herein to ensure the provision of all the facilities mentioned in this By-law, and to impose a fee of \$250.00 upon the owner for preparation and registration of the agreement.
  - b) The said Agreement may be registered against the lands to which it applies and the City may enforce the provisions of the Registry Act and The Land Titles Act against any and all subsequent owners of the land.
- 9)
  - a) The said Agreement shall be binding on the owner, its successors and assigns.

- b) The owner shall authorize the City to exercise the provisions of Section 325 of The Municipal Act, R.S.O. 1980, Chapter 302, as amended in the event of a breach by the owner of a condition of this agreement.
- 10) This By-law comes into force and effect upon being finally passed.

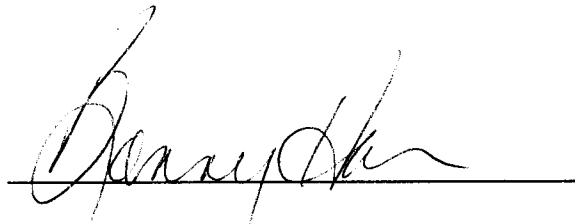
READ A FIRST TIME IN OPEN COUNCIL THE 23rd DAY OF February  
199 8.

READ A SECOND TIME IN OPEN COUNCIL THE 6th DAY OF April  
199 8.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 6th DAY  
OF April 199 8.



DEPUTY MAYOR



CITY CLERK

