

TOWNSHIP OF ST. CLAIR

BY-LAW NUMBER 13 OF 2011

Being a by-law to authorize execution of an agreement
With Allerion Oilfield Services for a temporary use of
a mobile trailer on 469 Polymoore Drive, Corunna

WHEREAS it is deemed expedient that the Corporation of the Township of St. Clair enter into an agreement with Allerion Oilfield Services for a temporary use of a mobile trailer on Part Lot 25, Concession 10, Geographic Township of Moore, Township of St. Clair (496 Polymoore Drive, Corunna).

NOW THEREFORE the Council of the Corporation of the Township of St. Clair enacts the following:

1. That the Corporation of the Township of St. Clair enter into an agreement with Allerion Oilfield Services in the form of an agreement, a copy of which is attached hereto and marked as Schedule "I" to this By-law.
2. That the Mayor and the Clerk are authorized to execute such agreement, and to affix the Corporate seal of the Corporation thereto.
3. That this by-law and agreement may be registered in the proper land use registry office.

FINALLY PASSED this twenty second day of February, 2011.


MAYOR


CLERK

SCHEDULE "I" TO BY-LAW NUMBER 13 OF 2011

THIS AGREEMENT made in duplicate this 22nd day of February, 2011.

BETWEEN:

ALLERION OILFIELD SERVICES
496 Polymoore Drive, Corunna, N0N 1G0

hereinafter referred to as the "Owners" OF THE FIRST PART

-AND-

THE CORPORATION OF THE
TOWNSHIP OF ST. CLAIR
1155 Emily Street, Mooretown, N0N 1G0

Hereinafter referred as the "Township" OF THE SECOND PART

WHEREAS the Owners have requested the Corporation of the Township to permit a temporary trailer on Part Lot 25, Concession 10 Geographic Township of Moore, Township of St. Clair and further described as 496 Polymoore Drive, Corunna.

AND WHEREAS the Township has agreed to this request on the lot referred to above;

AND WHEREAS the parties have agreed to the entering into this Agreement;

AND WHEREAS the Council of the Corporation of the Township of St. Clair has authorized the Mayor and the Clerk to execute the agreement by by-law;

NOW THEREFORE the parties hereto agree with the other as follows:

1. The Township agrees to allow the Owners to occupy and/or place a single trailer for one year from March 1, 2011 notwithstanding Schedule B of the Site Plan Agreement, Instrument No. 0858159.
2. The Owners agrees to locate the temporary trailer on the lot referred above as shown on Schedule "A" attached hereto.
3. The Owners agrees to remove the temporary trailer from the property prior to March 1, 2012.
4. The Owners agree that if all the conditions of this Agreement are not complied with, that they would be subject to a penalty of \$1000.00 for each offence under this agreement and that each day that the trailer remains after the said period constitutes a new offence under this clause.

AND IT IS DECLARED AND AGREED that this Agreement and the covenants, provisos, conditions and schedules herein shall ensure to benefit and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

SIGNED, SEALED AND DELIVERED by the Parties herein as evidence by their signatures and seals herein, that of the municipality by the Mayor and Clerk, as duly authorized by By-law Number _____ of 2011.

THE OWNERS

WITNESS

OWNER

THE TOWNSHIP



MAYOR



CLERK