

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 58-94

**A BY-LAW TO REPEAL BY-LAW NO. 31-94 IN
ORDER TO AMEND CONDITIONS OF A SITE
PLAN CONTROL AREA ON CERTAIN LANDS
ON BOOTH ROAD
(MARSHALL PARK DEVELOPMENT)**

WHEREAS the Council of The Corporation of the City of North Bay, hereinafter referred to as the "City", has passed By-law No. 31-94 being a by-law which designated a Site Plan Control Area in the City of North Bay;

AND WHEREAS the Council deems it desirable to amend the conditions of the aforementioned Site Plan Control By-law No. 31-94, in order to satisfy concerns of an abutting property owner;

AND WHEREAS Site Plan Control By-law No. 31-94 was passed pursuant to Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS Council has passed By-law No. 30-94 to rezone the subject lands to an "Industrial Business Park Special Zone No. 32 (MBP Sp.32)" to permit a variety of Industrial Business Park and Light Industrial uses;

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 Plan 36R-8137, Part 1, Part Lot 37, Concession 14 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) No building or structure shall be erected, constructed or placed on the said Site Plan Control Area except in accordance with the location, massing and conceptual design of the buildings and structures set out as Items 1, 2, 3, 4, 5, and 6 on Schedule "B" attached hereto, and which Schedule "B" is hereby approved by the Council provided that:
 - a) An Industrial Business Park building shall be provided and maintained as set out as Item No. 1 on Schedule "B";
 - b) vehicular parking consisting of not less than sixty-three (63) parking spaces shall be provided and maintained as set out as Item No. 2 on Schedule "B";
 - c) ingress and egress shall be provided and maintained as set out as Item No. 3 on Schedule "B";
 - d) a landscape strip being not less than three (3) metres in width and containing shrubs shall be provided and maintained as set out as Item No. 4 on Schedule "B";

- e) a landscape strip being not less than one and one-half (1.5) metres in width and containing native vegetation shall be provided and maintained as set out as Item No. 5 on Schedule "B";
- f) a 1.8 metre high security fence shall be provided and maintained now for Phase 1 development and prior to a building permit for Phase 2 development as set out as Item No. 6 on Schedule "B".

3) As a condition of approval the Owner shall, through restrictive covenant, give prior notice to and include on title and on all agreements of purchase and sale or lease, that:

On abutting lands there is potential for noise, vibration, dust, and exhaust fumes associated with the operations of a 24-hour per day terminal and warehouse by Manitoulin Transport Inc. or its successors and assigns on lands owned by Manitoulin adjacent to subject lands which Manitoulin lands are referred to herein as the "adjacent lands".

The Owner hereby covenants for himself, his heirs, successors and assigns, that he shall have no right of action, claim or recourse as a result of this agreement or approval against Manitoulin Transport Inc., its successors and assigns, in respect of any injury or damage caused to any person or to the lands herein or to any flowers, shrubbery, grass or trees growing thereon or to any structures erected thereon or to the contents or furnishings contained therein which injury or damage is alleged to arise or does arise from any truck or the adjacent lands now or hereafter used or operated by Manitoulin Transport Inc. and its successors and assigns due to noise, vibration, dust and exhaust fumes in carrying on its trucking business or operations presently carried out or which may be carried out hereafter on the adjacent lands by Manitoulin Transport Inc., its successors and assigns except in contravention of any federal, provincial or municipal statute, regulation or by law.

This covenant is for the benefit of and shall run with the lands adjacent to the lands described herein and described in Schedule "C".

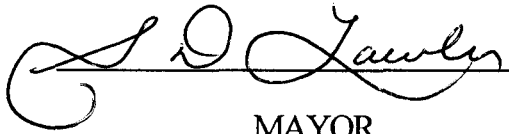
- 4) As a condition of approval of buildings and structures referred to in Section 2 hereof, no building or structure shall be erected, constructed, or placed on said Site Plan Control Area until the owner of the Site Plan Control Area has entered into an Agreement with The Corporation of the City of North Bay respecting the provision, 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.
- 5)
 - 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.
- 6)
 - 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.

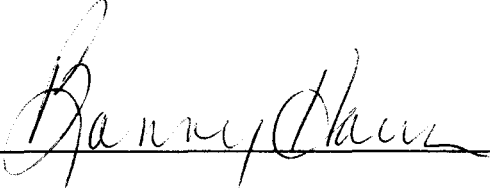
- 7) By-law No. 31-94 is hereby repealed.
- 8) This By-law comes into force and effect upon being finally passed.

READ A FIRST TIME IN OPEN COUNCIL THE **6th** DAY OF **JUNE**
199 **4**.

READ A SECOND TIME IN OPEN COUNCIL THE **6th** DAY OF **JUNE**
199 **4**.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS **6th** DAY
OF **JUNE** 199 **4**.


MAYOR


DEPUTY CITY CLERK

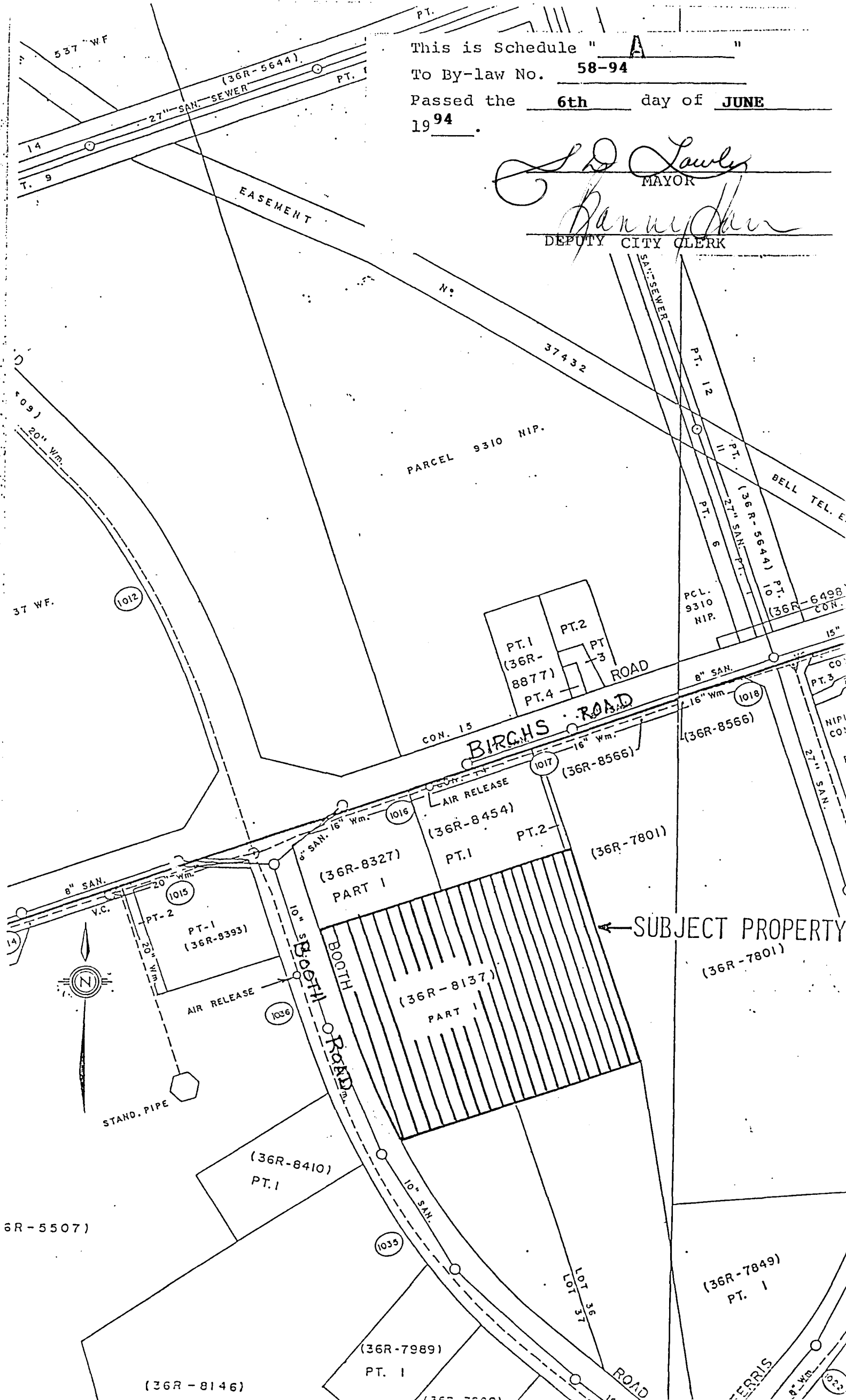
This is Schedule " A "

To By-law No. 58-94

Passed the 6th day of JUNE
1994.

S. D. Lawley
MAYOR

Dan W. [unclear]
DEPUTY CITY CLERK



← SUBJECT PROPERTY

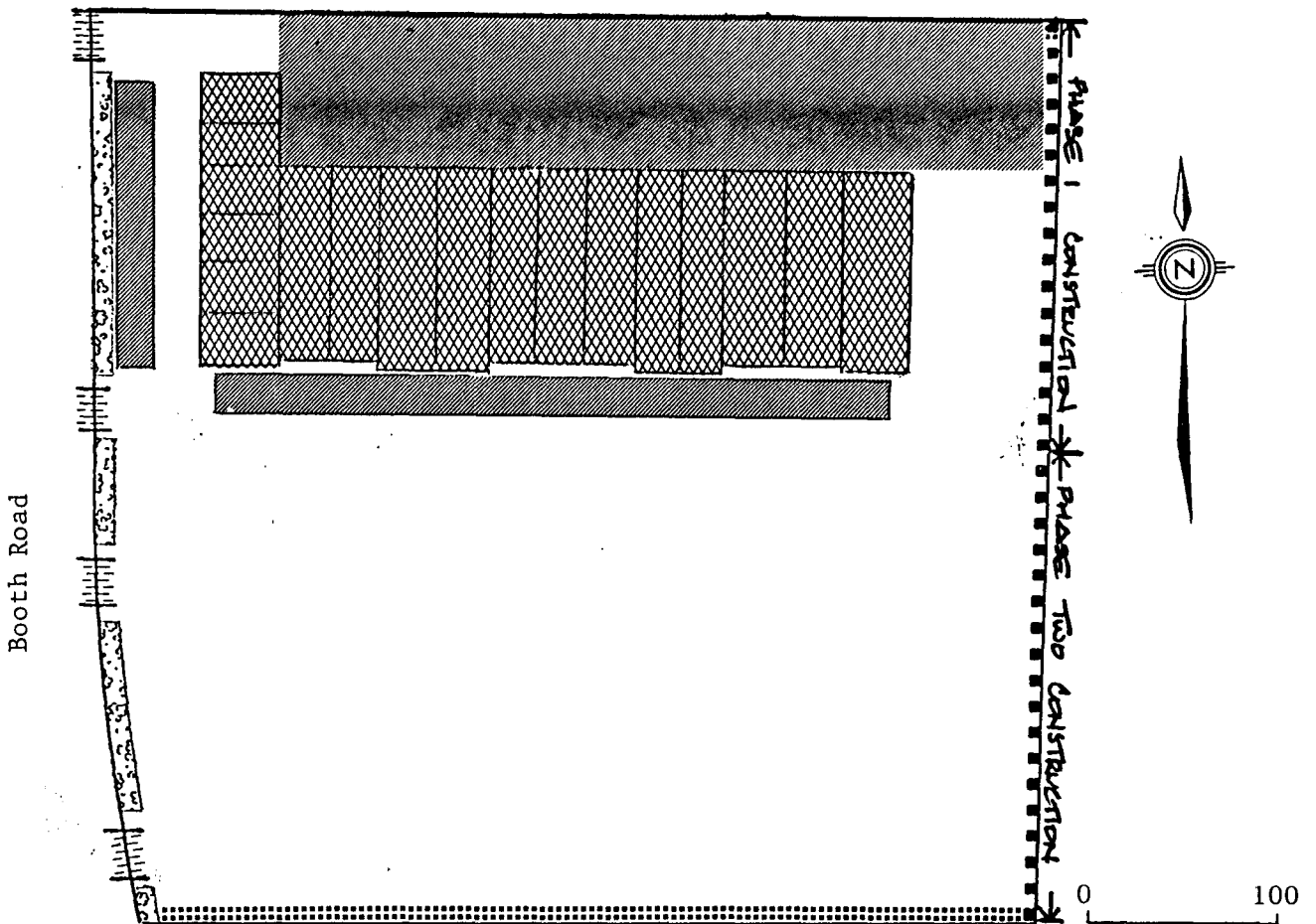
6R-5507)







This is Schedule " B "
 To By-law No. 58-94
 Passed the 6th day of JUNE
 19 94 .

S. D. Lawler

 MAYOR
Deputy Clerk

 DEPUTY CITY CLERK

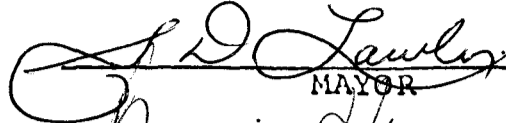


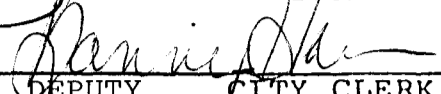
- | | | | | | |
|---|------------|---|------------|---|------------|
|  | ITEM NO. 1 |  | ITEM NO. 3 |  | ITEM NO. 5 |
|  | ITEM NO. 2 |  | ITEM NO. 4 |  | ITEM NO. 6 |

This is Schedule " C "

To By-law No. 58-94

Passed the 6th day of JUNE
1994.


MAYOR


DEPUTY CITY CLERK

PLAN M-540, PT. BLK 3

RP 36R-7801, REM. PART 1

CONCESSION 14, PART LOT 36