

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2025 - 21

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICE AGREEMENT
AGREEMENT WITH THE OWNER OF THE LANDS ROBESON HERRNSTEIN- LEGALLY DESCRIBED
AS CROFT CON 4 LOT 13 MUNICIPALITY OF MAGNETAWAN
ROLL NUMBER 4944 030 00409301**

WHEREAS the owner of the lands legally described as Spence Con 4 Lot 13, in the Municipality of Magnetawan applied for consent approval;


AND WHEREAS under 6.2 of the Municipality's Official Plan states Council may permit the development of lands only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the Municipality assumes no liability to provide services to the development;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Municipality of Magnetawan enter into a limited services agreement substantially in the form attached hereto.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 16th day of April 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor

CAO/Clerk

LIMITED SERVICE AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2025.

BETWEEN: HERRNSTEIN, ROBESON MCGARY
hereinafter called the "Owner(s)"

-and-

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN hereinafter call
the "Municipality"

WHEREAS Section 34(5) of the *Planning Act, R.S.O. 1990* authorizes municipalities to enter agreements regarding use;

AND WHEREAS council for the granted a Zoning By-law Amendment (RS-41) for the lands owned by the Owner(s) in CROFT CON 4 PT LOT 13 in the Municipality of Magnetawan;

AND WHEREAS the amendment is approved provisionally including the requirement that the applicants enter into an agreement to provide for limited services to be registered on title;

NOWHEREFORE, THIS AGREEMENT WITNESS THAT, in the consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner(s), the receipt whereof is hereby acknowledged, the Owner(s) and the Municipality, covenant, declare and agree as follows:

PART A – GENERAL

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. This Agreement shall be registered on title to the subject lands as provided for by Section 34(5) of the *Planning Act, R.S.O. 1990*, as amended, at the expense of the Owner(s).
3. This Agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owner(s).

PART B – PURPOSE OF THE DEVELOPMENT

4. The Owner(s) has applied for and received approval for a Zoning By-law Amendment on lands located in CROFT CON 4 PT LOT 21 having access by water.

PART C – LIMITED SERVICES

5. The Owner(s) hereby acknowledges that access to the subject property is provided by water; and therefore, the subject lands are not provided municipal services such as snowplowing, road maintenance, fire services or garbage pick-up and, may not be eligible for service such as school bussing, mail service, policing and/or medical services or any other service.
6. The Owner(s) recognizes that the subject lands will be serviced by private septic systems and individual water supplies at the sole expense of the Owner(s).

PART D – Administration

7. The Owner(s) covenants and agrees to indemnify the Municipality from all claims, costs and causes of action of any nature or kind whatsoever arising out of the consent application or any construction or works undertaken on the subject lands.
8. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 34(5) of the *Planning Act, R.S.O. 1990*, as amended and that any expense of the Municipality arising out of the administration and enforcement of this Agreement may be recovered as taxes under Section 441 of the *Municipal Act, S.O., 2001, c.25*, as amended and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the *Building Code Act* and regulations thereunder.

- 9. The Owner(s) and the Municipality acknowledge that the provisions of Section 67 of the Planning Act, R.S.O. 1990, as amended that provides that persons who contravene Section 51 of the Planning Act are liable on a first conviction to a fine of not more than twenty-five thousand dollars and on a subsequent conviction of not more than ten thousand dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
- 10. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 11. This Agreement shall come into effect on the date of execution by the Municipality and the Owner(s).

Part E – Other By-law Laws, Etc.

- 12. Nothing in this Agreement shall relieve the Owner from complying with all other applicable by-laws, laws or regulations of the Municipality or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the Municipality from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

PART F – REGISTRATION OF AGREEMENT

- 13. The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the subject lands, which registration shall be included as a legal expense to the Owner. The agreement shall remain on the title of the property and shall apply to any successors.

PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE

- 14. The Owner covenants and agrees with the Municipality, on behalf of his/her successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

PART H – DEFAULT

- 15. The Owner acknowledges that the expenses of the Municipality arising out of the enforcement of this Agreement may be recovered as taxes under Section 441 of the Municipal Act, S.O., 2001, c.25, as amended.

IN WITNESSETH WHEREOF the Owner and the Municipality have caused their Corporate seals to be affixed over the signature of their respecting signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED In the presence of:

Witness

HERRNSTEIN, ROBESON MCGARY

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor, Sam Dunnett

CAO/Clerk, Kerstin Vroom
We have authority to bind the corporation

THIS IS SCHEDULE 'A' TO A LIMITED SERVICE AGREEMENT
HERRNSTEIN, ROBESON MCGARY
AND
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CROFT CON 4 PT LOT 13