

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2022 - 35**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICES AGREEMENT WITH THE OWNERS OF THE LANDS DARREN BECHTEL - LEGALLY DESCRIBED AS CON 1 PT LOT 10 PARTS 1 TO 3 PCL 3508, 42R-21844 SUBJECT MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS ROLL NUMBER 4944 010 00106000**

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**WHEREAS** the owner of the lands legally described as Con 1 Pt Lot 10 Parts 1 to 3 PCL 3508, 42R-21844, in the Municipality of Magnetawan applied for consent approval

**AND WHEREAS** under 6.2 of the Municipality 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 6th day of July, 2022.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO/Clerk

**CONSENT AGREEMENT (LIMITED SERVICE AGREEMENT)**

**THIS AGREEMENT** made in duplicate this 20<sup>th</sup> day of October, 2022.

**BETWEEN:**

DARREN BECHTEL  
hereinafter called the "Owner(s)"

**-and-**

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

**WHEREAS** Section 51(26) of the Planning Act authorizes municipalities to enter agreements as a condition of approval of a consent;

**AND WHEREAS** the Central Almaguin Planning Board granted a consent for the lands owned by the Owner(s) CON 1 PT LOT 10 PARTS 1 to 3 PCL 3508, 42R-21844 in the Municipality of Magnetawan;

**AND WHEREAS** the consent 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. The survey plan describing the subject lands is plan 42R-21844
3. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the Planning Act, R.S.O. 1990, as amended, at the expense of the Owner(s).
4. 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**

5. The Owner(s) has applied for and received approval for a consent on lands located in CON 1 PT LOT 10 PARTS 1 to 3 PCL 3508, 42R-21844 that creates new residential lots fronting upon Horn Lake and having access by means of a seasonal maintained road and Municipality owned unopened road allowance.

**PART C – PRIVATE ROAD ACCESS**

6. The Owner(s) hereby acknowledges and recognizes that the unopened road allowance is privately maintained providing access to the subject lands.
7. The Owner(s) hereby covenants and agrees that the road is a seasonally maintained Municipality owned road.
8. The Owner(s) hereby recognizes and agrees that the Municipality is not responsible or liable for the non-repair of the unopened road identified in paragraph 6 above.

9. The Owner(s) hereby understands that the Municipality may not be able to provide emergency services to the subject lands accessed by the unopened road allowance.
10. The Owner hereby acknowledges that access to the subject property is provided by a road which is not maintained year-round by the Municipality and therefore is not provided municipal services such as snowplowing, road maintenance, emergency services, garbage pick-up and school bussing, etc.

#### **PART D – LIMITED SERVICES**

11. The Owner(s) hereby recognizes that the Municipality will not be responsible for providing any services to the subject lands.
12. 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).
13. The Owner(s) recognizes that the Municipality will not be responsible for any services delivered to the subject lands including emergency services.

#### **PART E – Administration**

14. 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.
15. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 51(26) 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 427 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.
16. 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 and 52 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.
17. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
18. 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.**

19. 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**

20. 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**

21. 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**

22. The Owner acknowledges that the expenses of the Municipality arising out of the enforcement of this Agreement may be recovered as taxes under Section 427 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.

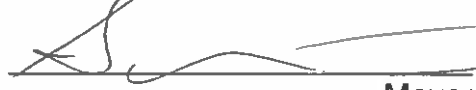
SIGNED, SEALED AND DELIVERED


In the presence of:

  
Witness

  
DARREN BECHTEL

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 AND PRIVATE ROAD AGREEMENT  
DARREN BECHTEL  
AND  
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Concession 1, Part Lot 10, PARTS 1 TO 3, PCL 3508, 42R-21844 in the Municipality of Magnetawan;