

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2022 - 50

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICES AGREEMENT WITH THE OWNERS OF THE LANDS SERVICED BY MOOSEWOOD TRAIL - LEGALLY DESCRIBED AS CHAPMAN PLAN M194 LOT 5 PCL 6917 SS; CHAPMAN PLAN M194 LOT 4 PCL 6971 SS; CHAPMAN PLAN M194 LOT 3 PT LOT 2 AND RP 42R20139 PART 1 PCL 6102 SS, AND CHAPMAN PLAN M194 PT LOT 2 PCL 12368 SS SUBJECT MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS ROLL NUMBER 4944 010001332000000, 4944 010001331000000, 4944 010001333000000 AND 4944 01000133400.

WHEREAS the owners of the lands legally described as Chapman Plan M194 Lot 5 PCL 6917 SS; Chapman Plan M194 Lot 4 PCL 6971; Chapman Plan M194 Lot 3PT Lot 2 AND RP 42R20139 Part 1 PCL 6102 SS and Chapman Plan M194 PT Lot 2 PCL 12368 SS, in the Municipality of Magnetawan applied to have a newly created private road named;

AND WHEREAS Section 23 of the Municipal Act authorizes municipalities to enter agreements with any person to construct, maintain and operate a private road;

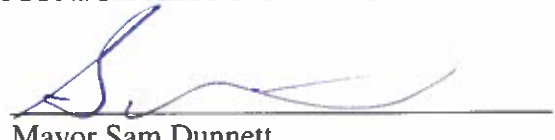
AND WHEREAS under 6.2 of the Municipality Official Plan states Council may permit the development of lands only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the Municipality assumes no liability to provide services 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 28th day of September, 2022.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor Sam Dunnett



CAO/Clerk Kerstin Vroom

LIMITED SERVICE AND PRIVATE ROAD AGREEMENT

THIS AGREEMENT made in duplicate this 20th day of October, 2022.

BETWEEN:

ALAN BIDWELL
hereinafter called the "Owner(s)"

-and-

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

WHEREAS Section 23 of the Municipal Act authorizes municipalities to enter agreements with any person to construct, maintain and operate a private road;

AND WHEREAS a newly created private road that traverses through Crown Land has been constructed off of Forest Haven Road with authorization from Ministry of Natural Resources by residents serviced by the newly created private road;

AND WHEREAS the newly created private road has been given the name Moosewood Trail and 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)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 land is M194
3. The Crown land described as being traversed is M194 Concession three lots seven and eight
4. This Agreement shall be registered on title to the subject lands as provided for by Section 23 of the Municipal Act, R.S.O. 1990, as amended, at the expense of the Municipality
5. 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 an existing residential lot PLAN M194 Lot 5 PCL 6917 SS having access by means of Moosewood Trail.

PART C – PRIVATE ROAD ACCESS

6. The Owner(s) hereby acknowledges and recognizes that the right-of-way described as "Moosewood Trail" as described above as a privately owned road providing access to the subject lands.
7. The Owner(s) hereby covenants and agrees that the road is a private road.
8. The Owner(s) hereby recognizes and agrees that the Municipality is not responsible or liable for the non repair of the private 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 private roads.
10. The Owner hereby acknowledges that access to the subject property is provided by a private 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) acknowledges that this Agreement is entered into under the provisions of Section 23 of the Municipal 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. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
17. 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.

18. 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

19. 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 Municipality. The agreement shall remain on the title of the property and shall apply to any successors.

PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE

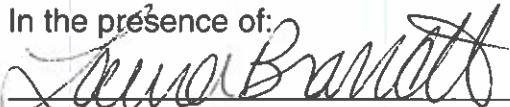
20. The Owner covenants and agrees with the Municipality, on behalf of his/her, his/her successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed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



ALAN BIDWELL

Witness

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
ALAN BIDWELL
AND
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CHAPMAN PLAN M194 LOT 5 PCL 6971 SS;

LIMITED SERVICE AND PRIVATE ROAD AGREEMENT

THIS AGREEMENT made in duplicate this 20th day of October, 2022.

BETWEEN:

PAULA NEAL AND ALAN NEAL
hereinafter called the "Owner(s)"

-and-

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

WHEREAS Section 23 of the Municipal Act authorizes municipalities to enter agreements with any person to construct, maintain and operate a private road;

AND WHEREAS a newly created private road that traverses through Crown Land has been constructed off of Forest Haven Road with authorization from Ministry of Natural Resources by residents serviced by the newly created private road;

AND WHEREAS the newly created private road has been given the name Moosewood Trail and 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)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 land is M194
3. The Crown land described as being traversed is M194 Concession three lots seven and eight
4. This Agreement shall be registered on title to the subject lands as provided for by Section 23 of the Municipal Act, R.S.O. 1990, as amended, at the expense of the Municipality
5. 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 an existing residential lot PLAN M194 Lot 4 PCL 6917 SS having access by means of Moosewood Trail.

PART C – PRIVATE ROAD ACCESS

6. The Owner(s) hereby acknowledges and recognizes that the right-of-way described as "Moosewood Trail" as described above as a privately owned road providing access to the subject lands.
7. The Owner(s) hereby covenants and agrees that the road is a private road.
8. The Owner(s) hereby recognizes and agrees that the Municipality is not responsible or liable for the non repair of the private 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 private roads.
10. The Owner hereby acknowledges that access to the subject property is provided by a private 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) acknowledges that this Agreement is entered into under the provisions of Section 23 of the Municipal 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. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
17. 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.

18. 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

19. 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 Municipality. The agreement shall remain on the title of the property and shall apply to any successors.

PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE

20. The Owner covenants and agrees with the Municipality, on behalf of his/her, 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:

Naema Schuyler
Witness

Naema Schuyler
Witness

P. Stutling Neal
PAULA NEAL

Alan Neal
ALAN NEAL

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Sam Dunnett

Mayor
Sam Dunnett

Kerstin Vroom

CAO/Clerk
Kerstin Vroom

MUNICIPALITY OF
MAGNETAWAN

NOV 07 2022

RECEIVED

We have authority to bind the corporation

THIS IS SCHEDULE 'A' TO A LIMITED SERVICE AND PRIVATE ROAD AGREEMENT
PAULA NEAL AND ALAN NEAL

AND
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CHAPMAN PLAN M194 LOT 4 PCL 6971 SS;

RECEIVED
MAY 21 2014
MAGNETAWAN
MUNICIPALITY

LIMITED SERVICE AND PRIVATE ROAD AGREEMENT

THIS AGREEMENT made in duplicate this 7th day of November, 2022.

BETWEEN:

SARAH JUNE COULTHARD
hereinafter called the "Owner(s)"

-and-

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

WHEREAS Section 23 of the Municipal Act authorizes municipalities to enter agreements with any person to construct, maintain and operate a private road;

AND WHEREAS a newly created private road that traverses through Crown Land has been constructed off of Forest Haven Road with authorization from Ministry of Natural Resources by residents serviced by the newly created private road;

AND WHEREAS the newly created private road has been given the name Moosewood Trail and 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)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 land is M194
3. The Crown land described as being traversed is M194 Concession three lots seven and eight
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5. 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

6. The Owner(s) has applied for and received approval for an existing residential lot CHAPMAN PLAN M194 LOT 3 PT LOT 2 AND RP 42R20139 PART 1 PCL 6102 S/S having access by means of Moosewood Trail.

PART C – PRIVATE ROAD ACCESS

6. The Owner(s) hereby acknowledges and recognizes that the right-of-way described as "Moosewood Trail" as described above as a privately owned road providing access to the subject lands.
7. The Owner(s) hereby covenants and agrees that the road is a private road.
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PART H – DEFAULT

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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

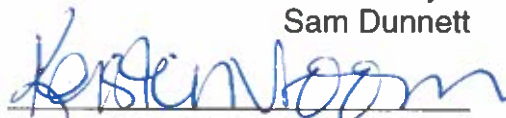
Witness


SARAH JUNE COULTHARD

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Mayor

Sam Dunnnett



CAO/Clerk

Kerstin Vroom

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AND
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CHAPMAN PLAN M194 LOT 3 PT LOT 2 AND RP 42R20139 PART 1 PCL 6102 S/S