

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2020 - 39**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICES AGREEMENT WITH THE OWNERS OF THE LANDS – HOWARD V SCHNEIDER AND EARL D SCHNEIDER KNOWN AS 1270 BEAVER LAKE ROAD AND ARE LEGALLY DESCRIBED AS CONCESSION 6, LOT 2, TOWNSHIP OF SPENCE, PCL 5544 S/S, IN THE MUNICIPALITY OF MAGNETAWAN**

**WHEREAS** the owner of the lands known as 1270 Beaver lake road and are legally described as Concession 6, Lot 2, Township of Spence, PCL 5544 S/S, in the Municipality of Magnetawan applied for consent approval

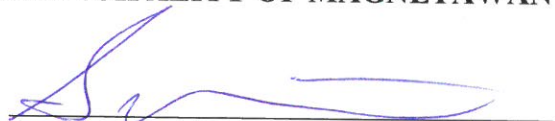
**AND WHEREAS** under 6.2 of the Municipality Official Plan states council may permit the development of lands outlines the Council may permit development only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the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

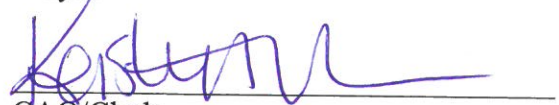
**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Municipality of Magnetawan enter into a limited services agreement substantially in the form attached hereto as “This Agreement.”
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 10th day of June, 2020

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

  
\_\_\_\_\_  
Mayor

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

THIS AGREEMENT made in duplicate this 19<sup>th</sup> day of November, 2020. Bylaw 202039

**BETWEEN: HOWARD V SCHNEIDER AND SHIRLEY MARGARET SCHNEIDER**

(hereinafter called the "Owner")

**-and-**

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

(hereinafter called the "Municipality")

**WHEREAS** the Owner is the Owner in fee simple of these lands and premises in the Municipality of Magnetawan in the District of Parry Sound being municipally known as 1270 Beaver Lake Road and are legally described as Concession 6, Lot 2, Township of Spence, PCL 5540 S/S, in the Municipality of Magnetawan;

**AND WHEREAS** the Owner has applied to the Municipality to permit the development of a residential use on the Owner's lands;

**NOW THEREFORE** the Owner and the Municipality covenant and agree as follows:

**I. LANDS TO BE BOUND**

The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands are municipally known as 1270 Beaver Lake Road and are legally described as Concession 6, Lot 2, Township of Spence, PCL 5544 S/S, in the Municipality of Magnetawan, and more fully described in Schedule "A" to this Agreement.

**II. BUILDING PERMITS**

1. The Owner agrees to not request the Chief Building Official to issue a building permit to carry out the development until this Agreement has been executed by both parties.

**III. PROVISIONS**

1. 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.

**V. OTHER BY-LAWS, ETC.**

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.

**V. REGISTRATION OF AGREEMENT**

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.

**VI. INDEMNIFICATION FROM LIABILITY AND RELEASE**

The Owner covenants and agrees with the Township, 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.

**VII. DEFAULT**

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 WITNESS WHEREOF** the Owner and the Municipality have caused their corporate seals to be affixed over the signatures of their respective signing officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED** in the presence of:

Howard Robinson

Nov. 7/2020

Owner

Date

Shirley Schneider  
Owner

Nov. 7/2020

Date

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

[Signature]

Sam Dunnett, Mayor

[Signature]

Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

**SCHEDULE A**

**Legal description of the Subject Lands  
Concession 6, Lot 2, Township of Spence, PCL 5540 S/S, in the  
Municipality of Magnetawan; District of Parry Sound**

# Site Plan & LTA

LRO # 42 Notice

Received as GB138146 on 2021 01 18 at 10:47

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 12

## Properties

**PIN** 52133 - 0059 LT  
**Description** PCL 5540 SEC SS; BROKEN LT 2 CON 6 SPENCE LYING N OF KEILLER LAKE;  
MAGNETAWAN  
**Address** 1270 BEAVER LAKE ROAD  
MAGNETAWAN

## Consideration

**Consideration** \$2.00

## Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

**Name** THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN  
**Address for Service** P.O. Box 70, 4304 Hwy #520  
Magnetawan, ON P0A 1P0  
Attention: Chief Administrative Officer

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Sam Dunnett, Mayor & Kerstin Vroom, CAO/Clerk.

## Party To(s)

Capacity

Share

**Name** SCHNEIDER, HOWARD VINCENT  
**Address for Service** 398 Catherine Avenue North  
Hamilton, ON L8L 4T6

This document is not authorized under Power of Attorney by this party.

**Name** SCHNEIDER, SHIRLEY MARGARET  
**Address for Service** 31 Glenwood Drive  
Brantford, ON N3S 3G3

This document is not authorized under Power of Attorney by this party.

## Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

## Signed By

Edward Brian Veldboom 505 Memorial Av., box 158 acting for Signed 2021 01 18  
Orillia Applicant(s)  
L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

I have the authority to sign and register the document on behalf of the Applicant(s).

## Submitted By

RUSSELL, CHRISTIE, LLP 505 Memorial Av., box 158 2021 01 18  
Orillia  
L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

## Fees/Taxes/Payment

**Statutory Registration Fee** \$65.30

**Total Paid** \$65.30