

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 day of , 2020.

BETWEEN: HOWARD V SCHNEIDER AND EARL D 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 5544 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:

Owner

Date

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Sam Dunnett, Mayor

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 5544 S/S, in the
Municipality of Magnetawan; District of Parry Sound