

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**BY-LAW NO. 2011-30**

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Being a By-Law to authorize an agreement between the Municipality of Powassan and Blain Geisler, owner of the Part 1, Plan 42R-19226.

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WHEREAS the Municipality of Powassan deems it necessary to ensure development is in conformity to the Official Plan; and

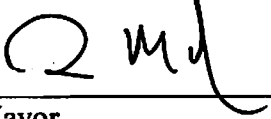
WHEREAS the attached Consent Agreement ensures the property development of Part 1 Plan 42R 19226 on Park Line conforms to the planning policies.

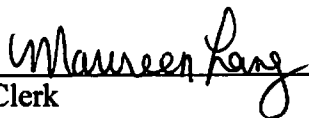
BE IT THEREFORE ENACTED by the Municipal Council of the Corporation of the Municipality of Powassan as follows:

1. That the Consent Agreement (Schedule "A" attached) and forming part of this By-Law be adopted.
2. That the Mayor and Clerk be and are hereby authorized to execute the attached agreement between the Municipality of Powassan and the owner Mr. Blain Geisler
3. That this agreement will come into force upon adoption.

Read a first and second time in open session on July 5, 2011.

Read a third and final time on July, 2011.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

administrative costs incurred by the MUNICIPALITY in the preparation of this Agreement.

#### **SECTION IV - REGISTRATION OF AGREEMENT**

- 1) This Agreement shall be registered on title to the said lands at the expense of the OWNER.
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration, as required.
- 3) The PARTIES agree that this Agreement must be registered against the OWNER'S lands within thirty (30) days of the execution thereof by the MUNICIPALITY.
- 4) The OWNER agrees to have the MUNICIPALITY register this Agreement at the expense of the OWNER.

#### **SECTION V - BUILDING PERMITS**

- 1) On any application for a Building Permit and prior to the issuance thereof, the OWNER shall submit such plans, specifications and approvals with respect to the project as are required to the MUNICIPALITY for the approval of the Chief Building Official.

#### **SECTION VI - PROVISIONS**

- 1) The OWNER acknowledges that the lands which are subject to this Agreement do not abut a public road that is assumed for maintenance purposes and as such ingress and egress to Parts 1 and 2, Plan 42R-18098 is obtained exclusively via the non-maintained, but traveled portion of the unassumed and non-maintained road allowance located between Concessions 10 and 11 extending from Park Line together with a legal easement over private property located in Part of Lot 27 Concession 10 (South Himsworth) in the Municipality of Powassan.
- 2) The OWNER indemnifies and saves harmless the MUNICIPALITY or its agents from any complaint or claim related to an inability to provide services normally afforded to lots that abut a public road.
- 3) The OWNER acknowledges that the land subject to this agreement abuts a reservoir used for hydroelectric production and indemnifies and saves harmless the MUNICIPALITY or its agents from any complaint or claim related to water levels and/or any risk or damage caused by changes in water levels.
- 4) The OWNER covenants and agrees that the zoning of the lands subject to this Agreement has been appended with a Holding (H) Zone, the purpose of which is to identify that the lands subject to this Agreement do not abut an assumed public road, maintained on a year-round basis. The OWNER further agrees that the zoning of the subject land will not be changed to a zone that does not distinguish between service levels unless and until the unassumed road allowance between Concession 10 and 11, extending east from the assumed and maintained Park Line is also assumed and maintained by the MUNICIPALITY on a year round basis.
- 5) The OWNER covenants and agrees that the MUNICIPALITY will not bear any financial responsibility to improve the unassumed road allowance between Concession 10 and 11 for assumption and year round maintenance purposes.
- 6) The OWNER confirms that the subject lands will be used for recreational purposes and will not be used as a dwelling of permanent occupancy. Should the OWNER wish to utilize the dwelling on the subject lands as a dwelling of permanent residency, the provisions to remove the Holding (H) Zone detailed in Section VI (3) shall apply.
- 7) The OWNER agrees that no works or construction shall be undertaken and no signage or structure erected on the unassumed municipal road allowance between Concession 10 and 11 without the prior authorization of the MUNICIPALITY, which may require an amendment to this Agreement.
- 8) The OWNER acknowledges that nothing in this Agreement shall prevent the MUNICIPALITY from utilizing the unassumed road allowance between Concession 10 and 11 extending from Park

Line for public purpose in accordance with applicable Provincial statutes and regulations.

- 9) Nothing in this Agreement shall bind the MUNICIPALITY to guarantee the provision of access to the Subject Lands, nor shall the Municipality be required to compensate the OWNER in the event that the unassumed road allowance extending from Park Line or Part 2, Plan 42R19226 cannot be utilized for access purposes.
- 10) The OWNER acknowledges and accepts all liability and responsibility associated with their usage of the unassumed municipal road extending from Park Line located between Concessions and 10 and 11 and Part 2, Plan 42R19226 and in doing so agrees to have an appropriate liability insurance policy in place to indemnify the MUNICIPALITY of any financial responsibility resulting from loss of life or damage to people or property resulting from the use of the unopened road allowance for access purposes.
- 11) The OWNER indemnifies and saves harmless the MUNICIPALITY or its agents from any potential civil or private property matter related to the use of the unassumed road allowance between Concessions 10 and 11 and Part 2, Plan 42R19226 for access purposes.

**SECTION VII - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 3) The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 4) 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.
- 5) The OWNER covenants and agrees to release and forever discharge the MUNICIPALITY from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise as a result of the Subject Lands being located on a reservoir for hydroelectric production and not abutting a public road.
- 6) Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

THE OWNER:

Blain Geisler  
1863 Highway 534  
Powassan, Ontario  
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THE MUNICIPALITY:


Corporation of the Municipality of Powassan  
  
c/o Clerk  
466 Main Street  
P.O. Box 250  
Powassan, Ontario  
POH 1J0


**THIS AGREEMENT** shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

**THIS AGREEMENT** was executed by the duly authorized signing officers of each party and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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

  
\_\_\_\_\_  
Witness

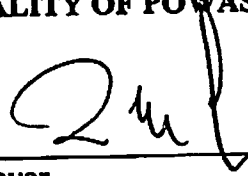
  
\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

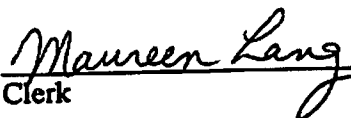
\_\_\_\_\_  
Signature of Owner

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Clerk

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

Parts 1 and 2, Plan 42R-19226, located in Part of Lot 27, Concession 10 in the geographic Township of South Himsworth, now in the Municipality of Powassan in the District of Parry Sound.

**SCHEDULE "B"**

Reference Plan 42R-19226 prepared by Peter Mullally O.L.S dated September 29, 2010 and received and dated by the Land Registrar on \_\_\_\_\_, a copy of which is on file with the Municipality.

**SCHEDULE "C"**

Unassumed municipal road allowance extending east of the assumed and maintained portion of Park Line.

