

# THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

## INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

EAST CRANE LAKE ROAD ASSOCIATION  
(hereinafter called the "OWNERS")

- and -

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

(hereinafter called the "TOWNSHIP")

**WHEREAS** the OWNERS are the owners of the subject lands in the Township of The Archipelago, in the District of Parry Sound, more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the OWNERS have made application to the Ministry of Natural Resources to construct a road (hereinafter called the "PRIVATE ROAD") across Crown land, and a hydro corridor, to benefit 9 participating property owners (Schedule A). The road and properties are located in Concessions 8 and 9, Part of Lots 17, 18 and 19, in the geographic Township of Conger. A condition, with respect to the construction, is that the OWNERS enter into an agreement with the TOWNSHIP to indemnify it from any responsibility or liability for the use of the road;

**AND WHEREAS** Section 23 of the Municipal Act, S.O.2001, C.25, states that a municipality may enter into an agreement with any person to construct, maintain and operate a private road.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other (the receipt whereof is hereby acknowledged), and other good and valuable consideration, the parties agree as follows:

### **SECTION 1: LANDS SUBJECT TO THE AGREEMENT**

1.1 The lands to be bound by this Agreement (hereinafter referred to as "the subject lands"), are described in Schedule "A" hereto.

### **SECTION 2: COMPONENTS OF THE AGREEMENT**

2.1 The text, consisting of Sections 1 through 7, and the following Schedules, which are annexed hereto, constitute the components of this Agreement:

Schedule "A"- Legal Description of the Lands

Schedule "B"- Site Plan

### **SECTION 3: REGISTRATION OF THE AGREEMENT**

- 3.1 The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration.
- 3.2 The Agreement shall be registered on title to the subject lands, by the TOWNSHIP, as provided for by Section 23 of the Municipal Act, S.O.2001, C.25, at the expense of the OWNERS.

### **SECTION 4: PRIVATE ROAD PROVISIONS**

- 4.1 The OWNERS acknowledge that the cost of construction, improvement and maintenance of the PRIVATE ROAD, constructed in the past, the present or the future, shall be and remain the sole responsibility of the OWNERS, their successors and assigns, and nothing in this Agreement or in any past agreement, if any, shall be construed to impose any obligation upon the TOWNSHIP or any other public bodies to assume or to accept any responsibility whatsoever for the maintenance, improvement or use of the PRIVATE ROAD.
- 4.2 The OWNERS covenant and agree to indemnify and save the TOWNSHIP and all other public bodies harmless from all claims, costs and causes of action of any kind whatsoever arising out of the construction, maintenance, or use, past, present or future, of the PRIVATE ROAD.
- 4.3 The OWNERS agree to develop the road in accordance with the Site Plan from Tulloch Engineering dated December 4, 2019, being Schedule "C" attached hereto, and agree that no work will be performed on the PRIVATE ROAD except in conformity to all provisions of this Agreement.
- 4.4 The OWNERS agree that the use of this road, by vehicular traffic, is seasonal and that at no time will any person perform winter maintenance in order to gain access to any property.
- 4.5 The construction and usage of the "PRIVATE ROAD" will not in any way impede a member's ability to traverse the Ontario Federation of Snowmobile Clubs' (OFSC) Trail, which is maintained by the local club.
- 4.6 The OWNERS agree to secure approvals from all other affiliated agencies, prior to the construction of the road; including, but not limited to Hydro One, and the Ministry of Natural Resources and Forestry.

### **SECTION 5: OTHER REQUIREMENTS**

- 5.1 The OWNERS agree that nothing in this Agreement shall relieve him or her from complying with all other applicable by-laws, laws or regulations of the TOWNSHIP or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the TOWNSHIP from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

### **SECTION 6: BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**

- 6.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.
- 6.2 This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

- 6.3 The OWNERS acknowledge that the Agreement is entered into under the provisions of Section 23 of the Municipal Act, S.O.2001, C.25, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may, in addition to any other remedy the Township may have at law, be recovered as taxes under the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 6.4 The Agreement shall come into effect on the date of execution by the TOWNSHIP.

**SECTION 7: NOTICE**

7.1 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 addresses:

OWNERS' NAMES AND ADDRESSES: Refer to schedule 'A' attached hereto

TOWNSHIP: Clerk  
 Township of The Archipelago  
 9 James Street  
 Parry Sound, ON P2A 1T4

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

SIGNED, SEALED AND DELIVERED  
 In the presence of:

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Sarah Matheson

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of David Farrow

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Michael Matheson

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Gregory Daniel Knopp

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Dianne Lynn Jennings

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Donald Harry Gillett

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Julie Catherine Gillett

  
 Jodi Pudge (Aug 15, 2022 10:32 EDT)

  
 Andrea Griepsma (Aug 15, 2022 08:54 EDT)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Andrea Griepsma

  
 Jodi Pudge (Aug 15, 2022 10:32 EDT)

  
 Jordan Crombie (Aug 15, 2022 09:39 EDT)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Jordan Crombie

  
 Jodi Pudge (Aug 15, 2022 10:32 EDT)

  
 Michael Crombie (Aug 15, 2022 09:30 EDT)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature of Michael Crombie

- 6.3 The OWNERS acknowledge that the Agreement is entered into under the provisions of Section 23 of the Municipal Act, S.O.2001, C.25, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may, in addition to any other remedy the Township may have at law, be recovered as taxes under the Municipal Act, 2001, S.O. 2001, c.25 as amended.
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Township of The Archipelago  
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Parry Sound, ON P2A 1T4

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SIGNED, SEALED AND DELIVERED  
In the presence of:

_____ Witness	_____ Signature of Sarah Matheson
_____ Witness	_____ Signature of David Farrow
_____ Witness	_____ Signature of Michael Matheson
_____ Witness	_____ Signature of Gregory Daniel Knopp
_____ Witness	_____ Signature of Dianne Lynn Jennings
<i>Ryan Houle</i> _____ Witness	<i>Donald Harry Gillett</i> _____ Signature of Donald Harry Gillett
<i>Ryan Houle</i> _____ Witness	<i>Julie Catherine Gillett</i> _____ Signature of Julie Catherine Gillett

of Section 25 of the Municipal Act, S.O. 2001, c.25, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may, in addition to any other remedy the Township may have at law, be recovered as taxes under the Municipal Act, 2001, S.O. 2001, c.25 as amended.

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Clerk  
Township of The Archipelago  
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Parry Sound, ON P2A 1T4

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

SIGNED, SEALED AND DELIVERED  
In the presence of:

*The SAM Family Trust*

*[Signature]*  
\_\_\_\_\_  
Witness

per: *[Signature]*  
\_\_\_\_\_  
Signature of Sarah Matheson trustee

*[Signature]*  
\_\_\_\_\_  
Witness

per: *[Signature]*  
\_\_\_\_\_  
Signature of David Farrow trustee

\_\_\_\_\_  
Witness

per: *[Signature]*  
\_\_\_\_\_  
Signature of Michael Matheson, trustee and  
not in my personal capacity

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Gregory Daniel Knopp

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Dianne Lynn Jennings

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Donald Harry Gillett

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Julie Catherine Gillett

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Andrea Griepsma

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Jordan Crombie

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In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Sarah Matheson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of David Farrow

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Michael Matheson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Gregory Daniel Knopp

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Dianne Lynn Jennings

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Donald Harry Gillett

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Julie Catherine Gillett

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Andrea Griepsma

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Jordan Crombie

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Michael Crombie





Witness \_\_\_\_\_

Signature of Ronald Roger Jacklin \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Karen Marie Jacklin \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Zvi Henry Silberman \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Iris Silberman \_\_\_\_\_

Witness \_\_\_\_\_

Signature of William Feher \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Margaret Feher \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Georgina Balega \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Sally Bullington Lake \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Cynthia Horsman Adams \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Margaret Ethel Rooks \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Susan Carol Rooks \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Charles Robert John Rooks \_\_\_\_\_

THE TOWNSHIP OF THE  
ARCHIPELAGO

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Martin, Clerk



Witness

Signature of Ronald Roger Jacklin

Witness

Signature of Karen Marie Jacklin

Witness

Signature of Zvi Henry Silberman

Witness

Signature of Iris Silberman

Witness

Signature of William Feher

Witness

Signature of Margaret Feher

Witness

Signature of Georgina Balega

Witness

Signature of Sally Bullington Lake

Witness

Signature of Cynthia Horsman Adams

Witness

Signature of Margaret Ethel Rooks

Witness

Signature of Susan Carol Rooks

Witness

Signature of Charles Robert John Rooks

THE TOWNSHIP OF THE  
ARCHIPELAGO

Bert Liverance, Reeve

Maryann Martin, Clerk

87 CL Water

9000

Witness

Signature of Ronald Roger Jacklin

Witness

Signature of Karen Marie Jacklin

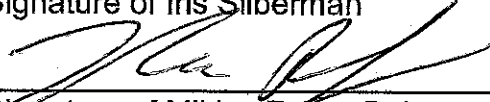
Witness

Signature of Zvi Henry Silberman

Witness



Signature of Iris Silberman



Witness

Signature of Miklos Zoltan Balega

Witness

Signature of Georgina Balega

Witness

Signature of Sally Bullington Lake

Witness

Signature of Cynthia Horsman Adams

Witness

Signature of Margaret Ethel Rooks

(per Douglas Charles Rooks who has Power of Attorney for Property)

Witness

Signature of Susan Carol Rooks

THE TOWNSHIP OF THE  
ARCHIPELAGO

Bert Liverance, Reeve

Maryann Martin, Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Ronald Roger Jacklin

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Karen Marie Jacklin

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Zvi Henry Silberman

*[Handwritten signature]*  
*Zvi Silberman*

84CLW

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Iris Silberman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of William Feher

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Margaret Feher

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Georgina Balega

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Sally Bullington Lake

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Cynthia Horsman Adams

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Margaret Ethel Rooks

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Susan Carol Rooks

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Charles Robert John Rooks

THE TOWNSHIP OF THE  
ARCHIPELAGO

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Martin, Clerk

Witness

Signature of Ronald Roger Jacklin

Witness

Signature of Karen Marie Jacklin

Witness

Signature of Zvi Henry Silberman

Witness

Signature of Iris Silberman

Witness

Signature of William Feher

Witness

Signature of Margaret Feher

Witness

Signature of Georgina Balega

Witness

Signature of Sally Bullington Lake

Witness

Signature of Cynthia Horsman Adams

Witness

Signature of Margaret Ethel Rooks

Witness

Signature of Susan Carol Rooks

Witness

Signature of Charles Robert John Rooks

THE TOWNSHIP OF THE  
ARCHIPELAGO

Bert Liverance, Reeve

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

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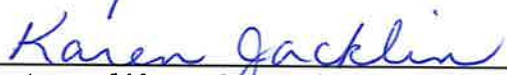
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\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature of Ronald Roger Jacklin

  
\_\_\_\_\_  
Signature of Karen Marie Jacklin

\_\_\_\_\_  
Signature of Zvi Henry Silberman

\_\_\_\_\_  
Signature of Iris Silberman

\_\_\_\_\_  
Signature of William Feher

\_\_\_\_\_  
Signature of Margaret Feher

\_\_\_\_\_  
Signature of Georgina Balega

\_\_\_\_\_  
Signature of Sally Bullington Lake

\_\_\_\_\_  
Signature of Cynthia Horsman Adams

\_\_\_\_\_  
Signature of Margaret Ethel Rooks

\_\_\_\_\_  
Signature of Susan Carol Rooks

\_\_\_\_\_  
Signature of Charles Robert John Rooks

THE TOWNSHIP OF THE  
ARCHIPELAGO

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Martin, Clerk

## SCHEDULE "A"

### LEGAL DESCRIPTION OF THE LANDS

---

1. SARAH MATHESON, DAVID FARROW, MICHAEL MATHESON– TRUSTEE,  
33 BARNSDALE LANE, ST. CATHARINES ON L2N 2J5  
72 Crane Lake Water  
Concession 8, Part Lot 19, being Lot 1 on Plan M245, and Parts 2 and 5 on  
Plan 42R-16030, being Parcel 11393 PSSS, Conger  
PIN 52191-0155      ARN 490509000502901
  
2. GREGORY DANIEL KNOPP, DIANNE LYNN JENNINGS,  
138 SLEEMAN SQUARE, COURTICE ON LIE 3K5  
74 Crane Lake Water  
Concession 8, Part Lot 19, being Lot 2 on Plan M-245, and Parts 2 and 3 on  
Plan 42R-18591, designated as Parcel 1395 PSSS, Conger  
  
PIN 52191-0156 and 52191-0633      ARN 490509000502903
  
3. DONALD HARRY GILLETT, JULIE CATHERINE GILLETT,  
50 ABERFOYLE MILL CRESCENT, PUSLINCH ON N0B 2J0  
75 Crane Lake Water  
Concession 8, Part Lot 19, being Lot 3 on Plan M-245, including Parts 1 and 2 on Plan 42R-  
19689, Conger  
  
PIN 52191-0831      ARN 490509000502904
  
4. ANDREA GRIEPSMA, JORDAN CROMBIE, MICHAEL CROMBIE,  
23 DANIEL AVENUE S., BEETON ON L0G 1A0  
76 Crane Lake Water  
Concession 8, Part Lot 19, being Lot 4 on Plan M-245, designated as Parcel 11866 PSSS,  
Conger  
  
PIN 52191-0164      ARN 490509000502905
  
5. RONALD ROGER JACKLIN, KAREN MARIE JACKLIN,  
400 SWANSON COURT, BURLINGTON ON L7R 4G6  
80 Crane Lake Water  
Concession 8, Part Lot 19, being Parcel 7111 PSSS, Conger  
  
PIN 52191-0073      ARN 490509000502907
  
6. ZVI HENRY SILBERMAN, IRIS SILBERMAN,  
610 WOODLAND ACRES CRESCENT, MAPLE ON L6A 1G2  
84 Crane Lake Water  
Concession 8, Part Lot 19, being Parcel 6395 PSSS, Conger  
  
PIN 52191-0056      ARN 490509000502908

...continued

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE LANDS (con't)**

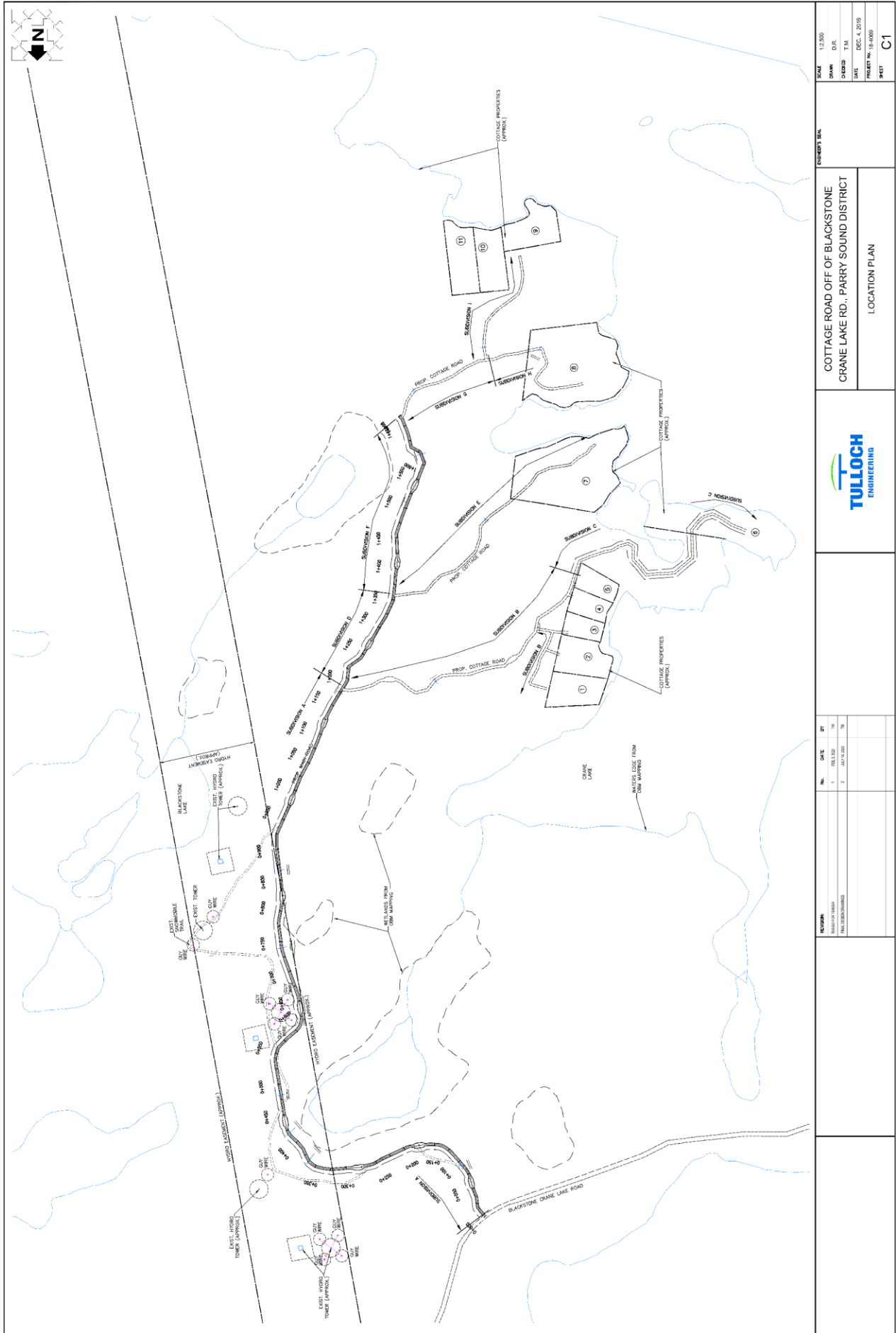
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7. GEORGINA BALEGA, MIKLOS ZOLTAN BALEGA  
2 LAIRD DRIVE, PARRY SOUND ON P2A 1P5  
87 Crane Lake Water  
Concession 8, Part Lot 19, being Parcel 6579 PSSS, Conger  
  
PIN 52191-0061      ARN 490509000502909
  
8. SALLY BULLINGTON LAKE, CYNTHIA HORSMAN ADAMS  
1705 MARJORCA PLACE, VERO BEACH FL USA 32967-7356  
91 Crane Lake Water  
Concession 8, Part Lot 19, being Parcel 6377 PSSS, Conger  
  
PIN 52191-0055      ARN 490509000502906
  
9. MARGARET ETHEL ROOKS, SUSAN CAROL ROOKS,  
c/o DOUG ROOKS  
230 HAWTHORNE AVENUE, KINGSTON ON K7M 1Z4  
93 Crane Lake Water  
Concession 8, Part Lot 19, being Lot 5 on Plan M-245, and Parts 1 and 2 on  
Plan 42R-9149, designated as Parcel 11241 PSSS, Conger  
  
PIN 52191-0149      ARN 490509000502910



# SCHEDULE "B"

## SITE PLAN



NO.	DATE	BY
1	FEB 12/19	TR
2	JULY 12/19	TR

REVISION	DESCRIPTION
1	PRELIMINARY
2	FINAL SUBMITTALS

SCALE	1:2,000
DRAWN	D.F.L.
CHECKED	T.M.
DATE	DEC. 4, 2019
PROJECT NO.	19-0009
SHEET	C1

PROPERTY	LOCATION PLAN
COTTAGE ROAD OFF OF BLACKSTONE CRANE LAKE RD., PARRY SOUND DISTRICT	