

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023.

BETWEEN:

BOYNE RIVER GROUP
(hereinafter called the "OWNERS")

-and –

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

(hereinafter called the "TOWNSHIP")

WHEREAS the OWNERS are the beneficiaries of rights-of-way traversing 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 Official Plan Amendment No. 59, to permit access by private road, was approved by the Ministry of Municipal Affairs and Housing and came into effect as of May 21, 2015, subject to a number of conditions;

AND WHEREAS The Archipelago Area Planning Board granted consents for rights-of-way over 5 properties being Parts 2-4 on Plan 42R-13712, Part 1 on Plan 42R-13712, Parts 1-3 on Plan 42R-8462, Parts 5 & 6 on Plan PSR-1562 and Parcel 6597 PSSS, located in Part Lot 1, Concession 9, in the geographic Township of Cowper (hereinafter called the "PRIVATE ROAD") in favour of the 15 affiliated OWNERS as set out on Schedule "A" attached hereto, on the condition that the owners obtaining an easement and/or granting an easement for the road, shall enter into an agreement with the TOWNSHIP to indemnify it from any responsibility or liability for the use of the private road;

AND WHEREAS Section 51(26) of the Planning Act, R.S.O. 1990, c.P.13, as amended, authorizes approval authorities and municipalities to enter into agreements as a condition of consent;

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 granting and the benefitting 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 is annexed hereto, constitute the components of this Agreement:

- Schedule "A" - Owners / Legal Description of the Lands
- Schedule "B" - Location Map
- Schedule "C" - 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 all benefitting lands as provided for by Section 51(26) of the Planning Act, by the TOWNSHIP, at the expense of the OWNERS.

SECTION 4: PRIVATE ROAD PROVISIONS

4.1 The OWNERS acknowledge that the PRIVATE ROAD is not to be conveyed in whole or in part to any public agency or any other persons except for those assigned a right-of-way by the consent of The Archipelago Area Planning Board.

4.2 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, 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.

4.3 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.

- 4.4 The OWNERS further agree to the following:
- a. the method of construction and construction mitigation measures will be adhered to, during the initial construction phase as well as during regular maintenance periods, ensuring the natural heritage values and character of the area are protected in accordance with Federal and Provincial approvals;
 - b. no roadways or driveways will be permitted in front of the rear wall on the main dwelling facing the shoreline on any of the lots;
 - c. no boat launches or access trails beyond walkways are permitted in the front yard of any of the lots;
 - d. shoreline areas will be maintained in their natural state, with the exception of access points to docking or beach areas and, if required, vegetation will be required to be planted to ensure an adequate vegetation buffer between the shoreline and adjacent residential development including parking areas and driveways;
 - e. the existing parking area, pedestrian bridge, and winter bridge will be removed and the subject lands will be remediated and maintained in their natural state; and
 - f. dedication of a one foot reserve, to the Township, along the entire length of the eastern and southern lot lines of Parcel 6922 PSSS (37 Georgian Bay Water).

- 4.5 The OWNERS acknowledge that no additional private roads or extensions of existing private roads will be permitted within the Five Mile Bay Neighbourhood. The justification for this Amendment is based upon the fact that this private road will not erode the predominant character of the Five Mile Bay Neighbourhood, which is water access. The majority of this private road will follow an existing trail network road on the subject lands.

SECTION 5: OTHER REQUIREMENTS

- 5.1 The OWNERS agree that nothing in this Agreement shall relieve them 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 or its Officials 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 51(26) of the Planning Act, 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

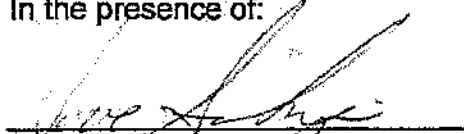
TOWNSHIP:

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 respect signing 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



Witness


Witness

Witness

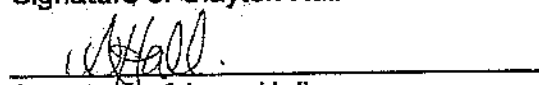
Witness

Witness

Witness



Signature of Clayton Hall



Signature of Anne Hall

Signature of Valerio Letterio

Signature of Patricia Letterio

Signature of Glenn A. Lewis

Signature of Sandra Wilson

Signature of Paul Wilson

OWNERS' NAMES AND ADDRESSES: Refer to Schedule "A" attached

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

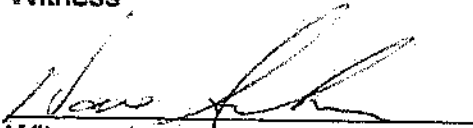
SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Signature of Clayton Hall

Witness

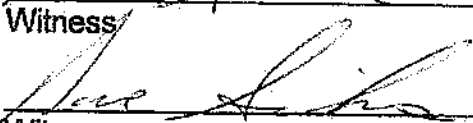
Signature of Anne Hall




Witness



Signature of Valerio Letterio



Witness



Signature of Patricia Letterio

Witness

Signature of Glenn A. Lewis

Witness

Signature of Sandra Wilson

Witness

Signature of Paul Wilson

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

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 respect signing **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 Clayton Hall

Witness

Signature of Anne Hall

Witness

Signature of Valerio Letterio

Witness

Signature of Patricia Letterio



Witness



Signature of Glenn A. Lewis

Witness

Signature of Sandra Wilson

Witness

Signature of Paul Wilson

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

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 respect signing **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 Clayton Hall

Witness

Signature of Anne Hall

Witness

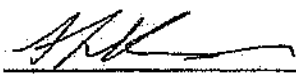
Signature of Valerio Letterio

Witness

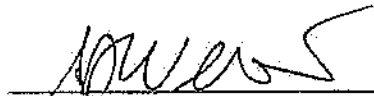
Signature of Patricia Letterio

Witness

Signature of Glenn A. Lewis



Witness



Signature of Sandra Wilson



Witness



Signature of Paul Wilson

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

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 respect signing **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 Clayton Hall

Witness

Signature of Anne Hall



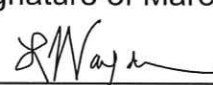
Witness



Signature of Marek Azman-Zielinski



Witness



Signature of Lisa Wayda

Witness

Signature of Glenn A. Lewis

Witness

Signature of Sandra Wilson

Witness

Signature of Paul Wilson

Dave Simkins
Witness

Dave Simkins
Witness

B. Sebben
Witness

B. Sebben
Witness

Dave Simkins
Witness

Dave Simkins
Witness

Dave Simkins
Witness

Dave Simkins
Witness

Dave Simkins
Witness

Witness

Witness

Witness

Witness

B. Sebben
Signature of Elizabeth J. Sebben

John C. Sebben
Signature of John C. Sebben

Tracy A. Simkins
Signature of Tracy A. Simkins

Five Mile Bay Consult. Inc.
Signature for Five Mile Bay Consult. Inc.
Per: DAVE SIMKINS
(I have the ability to bind the corporation)

James Badger
Signature of James Badger

Susan Badger
Signature of Susan Badger

Douglas C. Mullen
Signature of Douglas C. Mullen

Sheldon Bailey
Signature of Sheldon Bailey

Bernadette Bailey
Signature of Bernadette Bailey

Signature of Elliot B. Coulter

Signature of Lorri L. Coulter

Signature of Raymond C. Misiak

Signature of Christine G. Misiak

Witness _____

Signature of Elizabeth J. Sebben _____

Witness _____

Signature of John C. Sebben _____

Witness _____

Signature of Tracy A. Simkins _____

Witness _____

Signature for Five Mile Bay Consult. Inc.
Per: _____
(I have the ability to bind the corporation)

Witness _____

Signature of James Badger _____

Witness _____

Signature of Susan Badger _____

Witness _____

Signature of Douglas C. Mullen _____


Witness _____


Signature of Sheldon Bailey _____

Witness _____

Signature of Bernadette Bailey _____

Witness  _____


Signature of Elliot B. Coulter _____

Witness  _____


Signature of Lorri L. Coulter _____

Witness _____

Signature of Raymond C. Misiak _____

Witness _____

Signature of Christine G. Misiak _____

Witness

Signature of John C. Sebben

Witness

Signature of Tracy A. Simkins

Witness

Signature for Five Mile Bay Consult. Inc.
Per: _____
(I have the ability to bind the corporation)

Witness

Signature of James Badger

Witness

Signature of Susan Badger

Witness

Signature of Douglas C. Mullen

Witness

Signature of Sheldon Bailey

Witness

Signature of Bernadette Bailey

Witness

Signature of Elliot B. Coulter

Witness

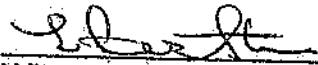
Signature of Lorri L. Coulter



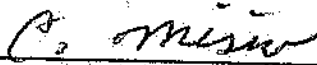
Witness



Signature of Raymond C. Misiak



Witness



Signature of Christine G. Misiak

Tom Barber

Witness

Witness

Witness

Witness

Deborah R. Just

Signature of Deborah R. Just

Signature of Robert G. Gray

Signature of Carrolle A. Gray

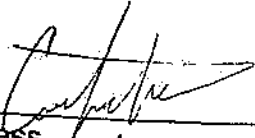
Signature of Nancy Link

THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO

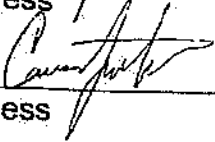
Reeve
Bert Liverance

Clerk
Maryann Martin

Witness



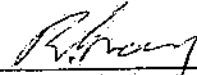
Witness



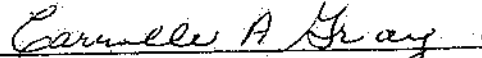
Witness

Witness

Signature of Deborah R. Just



Signature of Robert G. Gray



Signature of Carrolle A. Gray



Signature of Nancy Link

THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO

Reeve
Bert Liverance

Clerk
Maryann Martin

Witness _____

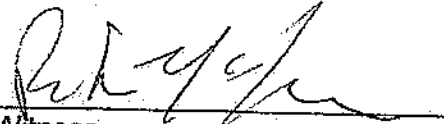
Signature of Deborah R. Just _____

Witness _____

Signature of Robert G. Gray _____

Witness _____

Signature of Carrolle A. Gray _____




Signature of Nancy Link _____

Witness

THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO

Reeve
Bert Liverance

Clerk
Maryann Martin

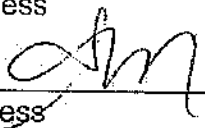
Witness

Signature of Deborah R. Just

Witness

Signature of Robert G. Gray

Witness

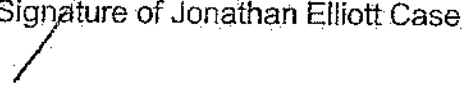


Signature of Carrolle A. Gray



Witness

Signature of Jonathan Elliott Case



Witness

Signature of Nancy Link

THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO

Reeve
Bert Liverance

Clerk
Maryann Martin

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

1. HALL, Clayton and Anne, PO Box 556, Parry Sound ON P2A 2X5
3 Georgian Bay Water
Concession 9, Part Lot 1, Incl. Parts 1-3 on Plan 42R-8462,
Parcels 7035 & 8031 PSSS, Cowper
PINs 52187-0001 and 52187-0002 / ARN 4905 100 002 02806
2. AZMAN-ZIELINSKI, Marek and WAYDA, Lisa, 1587 Rimkey Crescent, Severn ON,
L3V 0E9
5 Georgian Bay Water
Concession 9, Part Lot 1, Part 1 on Plan PSR-41,
Including Part 2 on Plan 42R-9700, Parcel 15024 PSSS, Cowper
PIN 52187-0018 / ARN 4905 100 002 02813
3. LEWIS, Glenn Allen, PO Box 272, Parry Sound ON P2A 2X4
7 Georgian Bay Water
Concession 9, Part Lot 1, Part 2 on Plan PSR-41,
incl. Part 1 on Plan 42R-9700, Parcel 8698 PSSS, Cowper
PIN 52187-0019 / ARN 4905 100 002 2814
4. WILSON, Sandra and Paul, 175 Park Avenue, Newmarket ON L3Y 1T9
9 Georgian Bay Water
Concession 9, Part Lot 1, Part 3 on Plan PSR-1194
Part 1 on Plan 42R-20495, Parcel 13268 PSSS, Cowper
PIN 52187-0584 / ARN 4905 100 002 02825
5. SEBBEN, Elizabeth J. and John C., PO Box 542, Parry Sound, ON P2A 2X5
12 Georgian Bay Water
Concession 9, Part Lot 1, Part 1 on Plan 42R-13712 T/W
R-O-W REM Parcel 25729 PSSS, Cowper
PIN 52187 0021 / ARN 4905 100 002 02800
6. SIMKINS, Tracy Anne, 39 Manresa Ct., Guelph ON N1H 6J2
14 Georgian Bay Water
Concession 9, Part Lot 1, Parts 2-4 on Plan 42R-13712, Cowper
PIN 52187-0022 / ARN 4905 100 002 02801
7. FIVE MILE BAY CONSULTING INC., 39 Manresa Ct., Guelph ON N1H 6J2
16 Georgian Bay Water
Concession 9, Part Lot 1, Part 1 on Plan PSR-1000, Parcel 12610 PSSS, Cowper
PIN 52187-0023 / ARN 4905 100 002 02802

SCHEDULE "A"

Page 2

8. BADGER, James and Susan, PO Box 721, Parry Sound ON P2A 2Z1
17 Georgian Bay Water
Concession 9 Part Lot 1
Part 2 on Plan PSR-1000 Part 4 on Plan PSR-1562, Parcel 12611 PSSS, Cowper
PIN 52187-0024 / ARN 4905 100 002 02803
9. MULLEN, Douglas / BAILEY, Sheldon and Bernadette
80 Sandy Plains Road, Seguin ON P2A 2W8
19 Georgian Bay Water
Concession 9 Part Lot 1, Parts 5 & 6 on Plan PSR-1562, Parcel 14677 PSSS and
Part Parcel 14114 PSSS Cowper
PIN 52187-0025 ARN 4905 100 002 2829
10. COULTER, Elliot B. and Lorri L., PO Box 186, Parry Sound ON P2A 2X3
21 Georgian Bay Water
Concession 9, Part Lot 1, Part 7 on Plan PSR-1562, Parcel 14112 PSSS, Cowper
PIN 52187-0026 / ARN 4905 100 002 02831
11. MISIAK, Raymond C. and Christine G., 74 Lillian Cres., Barrie ON L4N 5H7
23 Georgian Bay Water
Concession 9, Part Lot 1, Part 8 on Plan PSR-1562 Parcel 14114 PSSS Cowper
PIN 52187-0027 / ARN 4905 100 002 02832
12. JUST, Deborah R., 2608 Southorn Rd, RR #5, Coldwater ON L0K 1E0
25 Georgian Bay Water
Concession 9, Part Lot 1, Parcel 7123 PSSS, Cowper
PIN 52187-0003 / ARN 4905 100 002 02815
13. GRAY, Robert G. and Carrolle A., 102 Gibson St., Parry Sound ON P2A 1X5
31 Georgian Bay Water
Concession 9, Part Lot 1, Parcel 6598 PSSS Cowper
PIN 52187-0004 / ARN 4905 100 002 02816
14. CASE, Jonathan E., 120 Wheatfield Rd., Toronto, ON M8V 2P8
35 Georgian Bay Water
Concession 9 Part Lot 1, Parcel 6597 PSSS, Cowper
PIN 52187-0005 / ARN 4905 100 002 02812
15. LINK, Nancy, 12 McMaster Ave., Toronto ON M4V 1A9
37 Georgian Bay Water
Concession 9, Part Lot 1, Parcel 6922 PSSS, Cowper
PIN 52187 0006 / ARN 4905 100 002 02817

SCHEDULE "B"

LOCATION MAP



SCHEDULE "C"

SITE PLAN

