

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

**INDEMNIFICATION AGREEMENT**

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

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

WELDON, RICHARD HAROLD  
WELDON, HENDRENA MARION

(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** application was made to the Ministry of Natural Resources to construct an extension to a road (hereinafter called the "PRIVATE ROAD") across Crown land, to benefit the subject lands described as Lots 1 to 12 on Plan M-151, located in the geographic Township of Shawanaga, on the condition 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"- Location 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 as provided for by Section 23 of the Municipal Act, S.O.2001, C.25, by the TOWNSHIP, 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.

### **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 or its Chief Building Official 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 ADDRESS:

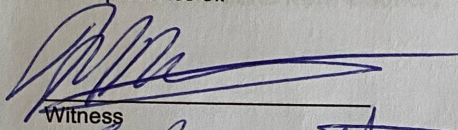
WELDON, Richard Harold  
WELDON, Hendrena Marion  
4 Maydolph Road  
Etobicoke, ON M9B 1V8

TOWNSHIP:

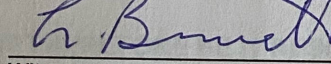
Clerk  
Township of The Archipelago  
9 James Street  
Parry Sound, ON P2A 1T4

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

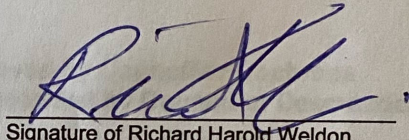
SIGNED, SEALED AND DELIVERED  
In the presence of:



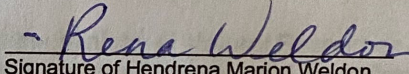
Witness



Witness



Signature of Richard Harold Weldon



Signature of Hendrena Marion Weldon

THE TOWNSHIP OF THE  
ARCHIPELAGO

CARRIED

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

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

## SCHEDULE "A"

### LEGAL DESCRIPTION OF THE LANDS

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1. MALINCIK, Jan and Natalie  
Lot 1 on Plan M-151, being CL12888, including Part 1 on Plan 42R-16496,  
In the geographic Township of Shawanaga
2. LAMBERT, Brad and Nicole  
Lot 2 on Plan M-151, including Part 1 on Plan 42R-14866 and Parts 1 and 2 on Plan  
42R-13940, designated as Parcels 9295, 26704 and 26929 PSSS, In the  
geographic Township of Shawanaga
3. SCHNEIDER, Lisa, RINTOUL, Richard  
Lot 3 on Plan M-151, including Part 1 on Plan 42R-14094, designated as Parcel  
12718 and 26396 PSSS, In the geographic Township of Shawanaga
4. CHALMERS, Iain Fleming, CHALMERS, Elizabeth Anne  
Lot 4 on Plan M-151, being Parcel 10888 PSSS, in the geographic Township of  
Shawanaga
5. WISEMAN, Robert, WISEMAN, Charlotte  
Lot 5 on Plan M-151, including Part 2 on Plan 42R-14866, and Part 3 on Plan 42R-  
13940, being Parcel 12362 PSSS, in the geographic Township of Shawanaga
6. McCONKEY, Michael, McCONKEY, Nadyne, ASPERY, Peter  
LAWRENCE, Derek, REITH, Thomas  
Lot 6 on Plan M-151, including Part 4 on Plan 42R-13940 and Part 3 on Plan 42R-  
14866, being Parcels 9788 26257 & 26983 PSSS, in the geographic Township of  
Shawanaga
7. BROWN, Graham Stevenson and BROWN, Caroline Ann  
Lot 7 on Plan M-151, including Part 1 on Plan 42R-12542, being Parcels 12289 and  
25145 PSSS, in the geographic Township of Shawanaga
8. EVANS, Laura, DICKINSON, Lynda, WELDON, Richard, and WELDON, Lisa  
Lot 8 on Plan M-151, including Part 5 on Plan 42R-13940, and Part 4 on Plan 42R-  
14866, in the geographic Township of Shawanaga
9. WELDON, Richard Harold and WELDON, Hendrena Marion  
Lot 9 on Plan M-151, including Part 6 on Plan 42R-13940, and Parts 5 and 6 on  
Plan 42R-14866, designated as Parcels 11396, 26253, 26942 PSSS, , in the  
geographic Township of Shawanaga
10. HAWLEY, David Christopher, HAWLEY, Kathleen and HAWLEY, Robert Lee  
Lot 10 on Plan M-151, including Part 7 on Plan 42R-13940, and Part 7 on Plan 42R-  
14866, designated as Parcels 10884, 26247, 26920 PSSS, in the geographic  
Township of Shawanaga
11. SCHULTZ, Calvin  
Lot 11 on Plan M-151, being Parcel 12200 PSSS, in the geographic Township of  
Shawanaga
12. COX, James Edward, COX, Dawn Lee  
Lot 12 on Plan M-151, being Parcel 13632 PSSS, in the geographic Township of  
Shawanaga

SCHEDULE "B"

LOCATION PLAN

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