

THE MUNICIPALITY OF CENTRAL MANITOULIN

BY-LAW 2010-23

BEING A BY.LAW to AMEND BY-LAW 2001-15 being a by-law to establish an unopened road allowance policy

WHEREAS the Municipality of Central Manitoulin deems it necessary to Amend said policy

THEREFORE the Municipality of of Central Manitoulin enacts as follows:

1. By-Law No. 2001-15, being a by-law to establish an unopened road allowance policy is hereby amended as follows:

Section 12 regarding the insurance requirement is to be removed from the Agreement set out within the by-law as it is no longer applicable.

2. The amended Agreement is attached as Schedule A.
3. This By-Law shall come into force and take effect on the day of the final passing

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 26th DAY OF AUGUST, 2010.

Reeve – Richard Stephens

Clerk – Ruth Frawley

I, _____, Clerk of the Municipality of Central Manitoulin, hereby certify that the foregoing is a true copy of By-Law No. 2010-23, passed by the Council of the Municipality of Central Manitoulin on the 26th day of August, 2010.

Clerk

By-Law 2010-23 Schedule A

AGREEMENT

Agreement made this _____ day of _____, 20_____

BETWEEN:

THE MUNICIPALITY OF CENTRAL MANITOULIN
(Hereinafter referred to as the Municipality)
Of the First Part

and

(Hereinafter referred to as the Owner)
Of the Second Part

WHEREAS the Owner has represented to the Municipality that it is the owner of the lands hereinafter described:

AND WHEREAS the Owner wishes to make improvements to an unopened road allowance for the purpose of gaining access to the said land;

NOW THEREFORE in consideration of the mutual covenants contained herein the parties covenant and agree as follows:

1. The Municipality hereby grants permission to the Owner to make the following improvements to the unopened road allowance hereinafter described.
2. The Owner acknowledges that the Owner will be solely responsible for determining the location of the road allowance and ensuring that the proposed improvements are contained wholly within the road allowance, by Legal Plan of Survey.
3. The Owner acknowledges that the entering into of this Agreement is not deemed to be an assumption of the unopened road allowance and that the Municipality will not be responsible for maintenance or repair of the road allowance or any improvements thereto nor assume any liability in that regard.
4. Prior to commencing work on any improvements to the road allowance the Owner shall at the Owner's expense post such signs as required by the Municipality and that any users of the road do so at their own risk.
5. The Owner shall use unopened road allowance only for normal access to and from the said lands by persons, vehicles and animals and acknowledges that members of the public have the right to pass and repass on the road allowance.
6. The Owner shall not erect any gates or barriers on the road allowance.
7. The Owner agrees that in respect of the said lands the Owner will not be entitled to nor will the owner demand any municipal services available to lands fronting on an opened public highway maintained by the Municipality

and that such services may include road maintenance, garbage pick up, fire protection, public transit, school bus service, sewer and water.

8. The Owner covenants to indemnify and hold harmless the Municipality from any and all demands, claims, actions or judgements arising out of or in connection with the construction or use by anyone of the improvements on the unopened road allowance.
9. The Owner agrees not to alter any natural waterway on the road allowance.
10. The Owners hereby consent to the registration of this agreement against the title to their lands above described and to obtain and register postponements of any mortgages or charges affecting the land to this Agreement.
11. The Owner agrees to pay all legal expenses incurred by the Municipality for the preparation, attending to execution and registration of this Agreement or enforcing any of the terms thereof.
12. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, heirs, successors and assigns as without limiting the generality of the above described land from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this _____ day of _____, 20_____

THE MUNICIPALITY OF CENTRAL MANITOULIN

PER: _____ (Sign)

_____ (Print)

PER: _____ (Sign)

_____ (Print)

I/We have the authority to bind the Municipality

OWNER

PER: _____ (Sign)

_____ (Print)