

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BETWEEN:

\_\_\_\_\_  
Hereinafter called the "Owner"

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF KENORA

Hereinafter called the "City"

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of the \_\_\_\_\_  
\_\_\_\_\_ in the City of Kenora, in the district of Kenora, more particularly described as Schedule "A", attached hereto (the "Owner's Land");

AND WHEREAS the Owner's Land is currently subject to provisional approval of an application for consent to create a new lot per Section 53 of the Planning Act, as amended,

AND WHEREAS access to the Owner's Land is by means of a private right-of-way more particularly described in Schedule "A" (the "Private Road");

AND WHEREAS the Private Road provides direct vehicular access from the Owner's Land to Peterson Drive, which is a municipal road as defined by the City of Kenora Operations Department;

AND WHEREAS the policies for development of lots on private roads, as contained in the Official Plan of the City of Kenora permit the creation of new lots on a limited basis;

AND WHEREAS the said policies in the Official Plan further state that where the Owner of the Land executes an agreement with the City of Kenora acknowledging that the City of Kenora is not responsible for providing services to the Owner's Land, council of the City of Kenora may approve the creation of a new lot;

AND WHEREAS the Owner has applied to the City of Kenora for the creation of a new lot;

AND WHEREAS the City of Kenora has considered such application and is prepared to approve the new lot on the condition that the Owner enters into this agreement with the City of Kenora and this agreement is registered against the title of the Owner's Land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, agreements, conditions and provisions herein contained, the parties hereby covenant and agree each with the other as follows:

1. The Owner is the registered owner in fee simple of the Owner's Land, for which the primary means of vehicular access to and from a municipal road is over the Private Road.
2. Neither this agreement nor the creation of a new lot shall be construed in any way whatsoever to constitute an assumption of the Private Road by the City of Kenora, or to give rise to any presumption or assumption that the Private road has any public aspect to it.
3. Nothing in this agreement nor the creation of a new lot shall be construed to create any legal or financial obligation or responsibility of the City of Kenora with respect to either the Private Road or the delivery to the Owner's Land of any municipal services dependent on or related to the Private Road, and, without limiting the generality of the foregoing, it is specifically understood and agreed that, notwithstanding payment by the Owner of realty taxes or assessments, the City of Kenora:
  - (a) shall not provide any maintenance or repair of any kind whatsoever for the Private Road;
  - (b) shall not provide any snowplowing, sanding or winter control services for the Private Road;
  - (c) shall not provide any curbs or sidewalks for the Private Road;
  - (d) shall not provide any sewer, water or drainage services for the Private Road;
  - (e) shall not provide any streetlighting for the Private Road;
  - (f) shall not provide any recycling or garbage pick-up on the Private Road; and
  - (g) shall not make any provision for school bus service to pick up children of the Owner.
4. The Owner is hereby estopped from claiming or applying for any reduction in realty taxes or assessments based upon any alleged difference in the level of municipal services provided to the Owner because of the provisions of this agreement, and the City of Kenora shall be entitled to plead this clause as an absolute estoppel of the Owner should any such claim be presented or made to, or against, the City of Kenora.
5. The Owner shall indemnify and save harmless the City of Kenora against and from all claims, actions, causes of action, suits or demands of any manner whatsoever arising out of the use of the Private Road by the Owner, the Owner's servants or agents, invitees, and others using the Private Roads.
6. The City of Kenora shall not be responsible in any way whatsoever for the condition of the Private Road or its passableness to motor vehicles, and the City of Kenora shall have no responsibility, obligation or liability whatsoever if fire protection, police, ambulance or other emergency vehicles are unable to gain access to the Owner's Land.
7. This agreement shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals on the date first set out above.

SIGNED, SEALED AND DELIVERED  
in the presence of