

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2024 - 51

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A CONSENT AGREEMENT (LIMITED SERVICES AGREEMENT) WITH THE OWNERS OF THE LANDS ZHANG YIYUN AND YANG ZHAO - LEGALLY DESCRIBED AS SPENCE CON 6 PT LOT 34 SUBJECT 42R-2457 MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS 597 FORDS ROAD
ROLL NUMBER 4944 040 00301500**

WHEREAS the owner of the lands legally described as Spence Con 6 Pt Lot 34, in the Municipality of Magnetawan applied for consent approval;

AND WHEREAS under 6.2 of the Municipality's Official Plan states Council may permit the development of lands only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the Municipality assumes no liability to provide services to the development;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:


1. That the Municipality of Magnetawan enter into a limited services agreement substantially in the form attached hereto.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 6th day of November 2024.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

Properties

PIN

52132 - 0032 LT

Description

PCL 6433 SEC SS; N 1/2 LT 34 CON 6 SPENCE EXCEPT PT 3 42R2457; PT S 1/2 LT 34 CON 6 PT 1 42R2457; S/T PT 14 PSR365 AS IN LT54525; MAGNETAWAN; SUBJECT TO AN EASEMENT OVER PTS 1 & 2, 42R20369 IN FAVOUR OF PT 34, CON 7 AS IN GB84445

Address

597 FORDS ROAD
MAGNETAWAN

Consideration

Consideration

\$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Address for Service

4304 Highway 520, P.O. Box 70
Magnetawan, ON P0A 1P0
Attention: Clerk

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Sam Dunnett, Mayor & Kerstin Vroom, CAO/Clerk.

Party To(s)	Capacity	Share
<div><div>Name</div><div>ZHANG, YIYUN</div></div> <div><div>Address for Service</div><div>1370 Concession Road 8 Tottenham, ON L0G 1W0</div></div>		
This document is not authorized under Power of Attorney by this party.		
<div><div>Name</div><div>YANG, ZHAO</div></div> <div><div>Address for Service</div><div>1370 Concession Road 8 Tottenham, ON L0G 1W0</div></div>		
This document is not authorized under Power of Attorney by this party.		

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

I Edward B. Veldboom solicitor make the following law statement The agreement registered hereunder is a consent agreement entered into and authorized for registration on title pursuant to Section 53(12) & 51(26) of the Planning Act, R.S.O. 1990.

Signed By

Edward Brian Veldboom

505 Memorial Av., box 158
Orillia
L3V 6J3

acting for
Applicant(s)

Signed 2025 06 05

Tel

705-325-1326

Email

eveldboom@russellchristie.com

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

RUSSELL, CHRISTIE, LLP

505 Memorial Av., box 158
Orillia
L3V 6J3

2025 06 05

Tel

705-325-1326

Email

eveldboom@russellchristie.com

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

File Number

Applicant Client File Number :

63-283-511

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CONSENT AGREEMENT

THIS AGREEMENT made this 6th day of November, 2024.

BETWEEN:

ZHANG, YIYUN AND YANG ZHAO
(hereinafter called the "OWNER")
OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called the "MUNICIPALITY")
OF THE SECOND PART

WHEREAS the lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto and as specifically shown on the plan identified in Schedule "B" and which lands are referred to herein as "said land";

AND WHEREAS the OWNER has obtained a provisional consent from the Central Almaguin Planning Board on June 27th, 2023, File B005/23, MAGNETAWAN;

AND WHEREAS one of the conditions of the approval of this consent is that the Owner enter into a Consent Agreement for the severed and retained lands to ensure the mitigation measures and recommendations contained in the Scoped Environmental Impact Statement prepared by Beacon Environmental dated December 2021, be implemented through Consent Approval with the Municipality of Magnetawan;

NOW THEREFORE THIS AGREEMENT WITNESSED that, in consideration of the premises and for other good and valuable consideration (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS

The land affected by this Agreement are the lands described in Schedule "A" attached hereto, and as specifically shown on Schedule "B" attached hereto and referred to herein as "said lands".

1.2 CONFORMITY OF AGREEMENT

The OWNER covenants and agrees that all new work performed on the subject lands shall be in conformity with:

- a) The provisions of this Agreement;
- b) Sketch for Site plan Purposes Schedule 'B';
- c) All applicable Municipal By-laws and all applicable Provincial and Federal legislation.

2. REGISTRATION OF THE AGREEMENT

2.1 The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration.

2.2 The Agreement shall be registered on title to the subject lands as provided for by Section 53(12) and 51(26) of the Planning Act R.S.O. 1990, by the Municipality, at the expense of the OWNER.

- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement.

3. **ISSUANCE OF BUILDING PERMITS**

- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within five (5) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Consent Agreement be submitted for approval and execution.

4. **DEVELOPMENT PROVISIONS**

- 4.1 The OWNER agrees to develop the subject lands in accordance with this Agreement and as depicted in the approved plan referenced in Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and agrees to only use a level of illumination that is consistent with the natural beauty of the surrounding properties. All lighting shall be dark sky compliant lighting.
- 4.3 The OWNER further agrees to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts on the natural heritage features, including the lake.
- 4.5 The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and waste water from the land and from any buildings or structures thereon as shown on Schedule "B" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands, public highway or waterbody. The installation of storm water management works and the final grading of the subject lands, including any and all necessary ditching, culverts and construction mitigation measures will be provided by the OWNER.
- 4.6 The OWNER further agrees that the Consent Agreement, Schedule "B", shows the locations a suitable building envelope. Except for minor deviations necessitated by conditions, topography, and deviations for structural orientation, no building envelope will be located on the subject lands except in accordance with Schedule "B".
- 4.7 The OWNER agrees to ensure that the natural drainage is not altered in any way that will cause damage to the vegetative buffers, any adjacent lands, or any river, stream, waterbody or to any public road.

5. **OTHER REQUIREMENTS**

- 5.1 The OWNER agrees that nothing in this Agreement shall relieve him or her from complying with all other applicable agreements, by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY or its Chief Building Official from

instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

6. LIMITED SERVICES

- 6.1 The Owner(s) hereby acknowledges that access to the subject property is provided by a private road; and therefore, the subject lands are not provided municipal services such as snowplowing, road maintenance, fire services or garbage pick-up and, may not be eligible for service such as school bussing, mail service, policing and/or medical services or any other service.
- 6.2 The Owner(s) recognizes that the subject lands will be serviced by private septic systems and individual water supplies at the sole expense of the Owner(s).

7. BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY

- 7.1 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.
- 7.2 Following the completion of the works, the OWNER shall maintain to the satisfaction of the MUNICIPALITY, and at his or her sole expense, all the facilities or works described on Schedule "B".
- 7.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 7.4 The OWNER acknowledges that the Agreement is entered into under the provisions of Section 41(10) of the Planning Act, and that the expenses of the MUNICIPALITY arising out of the enforcement of this Agreement may, in addition to any other remedy the Municipality may have at law, be recovered as taxes under Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 7.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 7.6 Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 7.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

8. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

- 8.1 Prior to the execution of this Agreement by the MUNICIPALITY, the OWNER shall:
- a) Taxes — have paid all municipal tax bills issued and outstanding on the said lands;
 - b) Postponements to this Agreement — have delivered to the MUNICIPALITY all postponements of any prior encumbrances so that this Agreement will be first priority against the said lands;
 - c) Land Ownership — be the registered owner in fee simple of the lands described in Schedule 'A'.

9. NOTICE

- 9.1 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:


OWNER'S NAME AND ADDRESS: ZHANG, YIYUN AND YANG ZHAO
1370 CONCESSION ROAD 8
TOTTENHAM, ON
L0G1W0


MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
Magnetawan, ON
P0A 1P0

THIS AGREEMENT shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

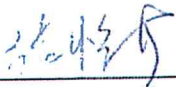
IN WITNESS WHEREOF the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.


SIGNED, SEALED AND DELIVERED
In the presence of:




Witness



Witness



ZHANG, YIYUN


YANG ZHAO

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Mayor


CAO/Clerk

We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

SPENCE CON 6 PT LOT 34 RP 42R2457 PART 1

SCHEDULE "B"

This is Schedule "B" to the Consent Agreement between the Corporation of the Municipality of Magnetawan and Owner

SKETCH FOR SITE PLAN PURPOSES

"The sketch for site plan purposes signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the 6th day of November 2024"