

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2024- 52

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A CONSENT AGREEMENT, AS A CONDITION OF AN APPROVED CONSENT, WITH THE OWNERS OF THE LANDS ZHANG YIYUN AND YANG ZHAO, CON 6 PT LOT 34 RP 42R 2457: FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF SPENCE, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (494404000301500) ZHANG.

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**WHEREAS**, an application for a Consent was approved by the Council with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

**AND WHEREAS**, the Council has amended the Consent condition to require a consent agreement to be entered into;

**AND WHEREAS**, Council is granted the power pursuant to Section 53(12) and 51(26) of the Planning Act, R.S.O. 1990, to enter into an agreement to be registered against the land to which the consent applies;

**AND WHEREAS** Council is entitled to enforce the provisions of such an agreement against the owner of the land, pursuant to Section 51(26) of the Planning Act, R.S.O. 1990

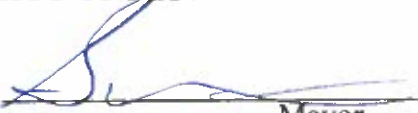
**AND WHEREAS**, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

**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 consent agreement substantially in the form attached hereto as "the Agreement."
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

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**CONSENT AGREEMENT**

**THIS AGREEMENT** made this 6<sup>th</sup> 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 27<sup>th</sup>, 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**.

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

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 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".
- 6.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 6.4 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.
- 6.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 6.6 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.
- 6.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

7. **CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY**

- 7.1 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'.

8. **NOTICE**

- 8.1 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.

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 6<sup>th</sup> day of November 2024"

