

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2025-08**

**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: 79 WEST WHALLEY LAKE ROAD. (DAVIDSON/HANBALI), CON 9 PT LOT 2 AND 3 PLAN 256 LOTS 1 TO 14, 16,19, 25 TO 27, 53 ,65 TO 69, 71, 72, 74, 75, 77, 78, 80, 81 AND 84 FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CROFT, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (494403000210200)**

**WHEREAS**, an application for a Consent was approved by the Council with the condition of a consent 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**, 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 BE IT RESOLVED** 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 12<sup>th</sup> day of February, 2025

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

  
Mayor

  
CAO/Clerk

## CONSENT AGREEMENT

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

Omar Jafar Hanbali,  
Anita Jafar Hanbali,  
Daniel Davidson,  
Lee Daniel Davidson,  
Jeanette Davidson,  
Karen Lee Davidson  
hereinafter called the "Owner(s)"

**-and-**

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN hereinafter call  
the "Municipality"

**WHEREAS** Section 51(26) of the *Planning Act, R.S.O. 1990* authorizes municipalities to enter agreements as a condition of approval of a consent;

**AND WHEREAS** the Municipality of Magnetawan Committee of Adjustment granted a consent for the lands owned by the Owner(s) in CROFT CON 9 PT LOT 2 AND 3 PLAN 256 LOTS 1 TO 14, 16,19, 25 TO 27, 53 ,65 TO 69, 71, 72, 74, 75, 77, 78, 80, 81 AND 84 in the Municipality of Magnetawan;

**AND WHEREAS** the consent is approved provisionally including the requirement that the applicants enter into an agreement to provide for limited services to be registered on title;

**NOWHEREFORE, THIS AGREEMENT WITNESS THAT,** in the consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner(s), the receipt whereof is hereby acknowledged, the Owner(s) and the Municipality, covenant, declare and agree as follows:

### **PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. The survey plan describing the subject lands is PLAN 256,
3. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the *Planning Act, R.S.O. 1990*, as amended, at the expense of the Owner(s).
4. This Agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owner(s).

### **PART B – PURPOSE OF THE DEVELOPMENT**

5. The Owner(s) has applied for and received approval for a consent on lands located in CROFT CON 9 PT LOT 2 AND 3 PLAN 256 LOTS 1 TO 14, 16,19, 25 TO 27, 53 ,65 TO 69, 71, 72, 74, 75, 77, 78, 80, 81 AND 84 that creates three new residential lot having access by a private road Municipally known as Whalley Lake Road.

### **PART C – LIMITED SERVICES**

6. The Owner(s) hereby acknowledges that access to the subject property is provided by 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.
7. 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).

### **PART D – Administration**

8. The Owner(s) covenants and agrees to indemnify the Municipality from all claims, costs and causes of action of any nature or kind whatsoever arising out of the consent application or any construction or works undertaken on the subject lands.
9. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 51(26) of the *Planning Act, R.S.O. 1990*, as amended and that any expense of the Municipality arising out of the administration and enforcement of this Agreement may be recovered as taxes under Section 441 of the *Municipal Act, S.O., 2001, c.25*, as amended and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the *Building Code Act* and regulations thereunder.
10. The Owner(s) and the Municipality acknowledge that the provisions of Section 67 of the *Planning Act, R.S.O. 1990*, as amended that provides that persons who contravene Section 51 of the *Planning Act* are liable on a first conviction to a fine of not more than twenty-five thousand dollars and on a subsequent conviction of not more than ten thousand dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
11. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
12. This Agreement shall come into effect on the date of execution by the Municipality and the Owner(s).

**Part E – Other By-law Laws, Etc.**

13. 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.

**PART F – REGISTRATION OF AGREEMENT**

14. The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the subject lands, which registration shall be included as a legal expense to the Owner. The agreement shall remain on the title of the property and shall apply to any successors.

**PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE**

15. The Owner covenants and agrees with the Municipality, on behalf of his/her successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

**PART H – DEFAULT**

16. The Owner acknowledges that the expenses of the Municipality arising out of the enforcement of this Agreement may be recovered as taxes under Section 441 of the *Municipal Act, S.O., 2001, c.25*, as amended.

**IN WITNESSETH WHEREOF** the Owner and the Municipality have caused their Corporate seal to be affixed over the signature of their respecting signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Hanbali, Omar Jafar

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Hanbali, Anita Jafar

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Davidson, Jeanette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Davidson, Daniel

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Davidson, Lee Daniel

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Davidson Karen Lee

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

\_\_\_\_\_  
Mayor, Sam Dunnett

\_\_\_\_\_  
CAO/Clerk, Kerstin Vroom

We have authority to bind the corporation

THIS IS SCHEDULE 'A' TO A CONSENT AGREEMENT

Davidson, Lee

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CROFT CON 9 PT LOT 2 AND 3 PLAN 256 LOTS 1 TO 14, 16,19, 25 TO 27, 53 ,65 TO 69, 71, 72, 74, 75, 77, 78,  
80, 81 AND 84