THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2025 - 14

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A CONSENT AGREEMENT (LIMITED SERVICES AGREEMENT) WITH THE OWNER OF THE LANDS JOLIC - LEGALLY DESCRIBED AS CROFT CON 8 PT LOT 18 42R-11003 PARTS 15 & 19 MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS HIGHWAY 124 ROAD ROLL NUMBER 4944 030 00504300

WHEREAS the owner of the lands legally described as Croft Con 8 Pt Lot 18 42R-11003 Parts 15 & 19, 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 5th day of March 2025.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Mayor

CAO/Clerk

Properties

PIN 52086 - 0225 LT

Description PCL 6359 SEC SS; PT LT 18 CON 8 CROFT PT 15 & 19 42R11003; T/W PT 4 PSR427 AS IN LT145985, PT 2, 5, & 11 42R11003 AS IN LT180214, LT180215 & LT180216; MAGNETAWAN

Address HIGHWAY 124/520
MAGNETAWAN

Consideration

Consideration $1.00

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 Hwy 520, P.O. Box 70
Magnetawan, ON P0A 1P0
Attention: Chief Administrative Officer

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*

Name JOLIC,
Address for Service
Milton, ON L9E 0E8

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

Name JOLIC,
Address for Service
Milton, ON L9E 0E8

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 04 10

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 04 10

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 : 63-283-480

CONSENT AGREEMENT

THIS AGREEMENT made in duplicate this 9th day of March, 2025.

BETWEEN: JOLIC AND JOLIC (JOLIC)
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 Committee of Adjustment granted a consent for the lands owned by the Owner(s) in Croft Con 8 PT LOT 18 RP 42R11003 PARTS 15 & 19 together with R-O-W 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;

NOWTHEREFORE, 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 42R-11003.
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 8 PT LOT 18 RP 42R11003 PARTS 15 & 19 together with R-O-W that creates a new residential lot having access by a private road known as White's 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 seals to be affixed over the signature of their respecting signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED In the presence of:

Daniel B. Jolie
Witness

JOLIE

Witness

JOLIE

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
JOLIC AND _____ JOLIC (JOLIC)
AND
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Croft Con 8 PT LOT 18 RP 42R11003 PARTS 15 & 19 together with R-O-W