

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2025- 30

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: 5993B HIGHWAY 124. (JOLIC), CON 8 PT LOT 18 FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CROFT, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (4944030005043000)

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 4th day of June, 2025

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**


Mayor


CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CONSENT AGREEMENT

THIS AGREEMENT made this day of , 2025.

BETWEEN:

DANIEL AND SUSAN JOLIC

(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 Committee of Adjustment for the Municipality of Magnetawan on September 25th, 2024, File B02/24, 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 Planning Justification Report prepared by Morgan Planning & Development Inc. dated June 14th 2024, 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

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 wastewater 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. 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 Agreement shall come into effect on the date of execution by the MUNICIPALITY.

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

Jolic, Daniel

Witness

Jolic, Susan

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor
Sam Dunnett

CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

THIS IS SCHEDULE "B" TO THE CONSENT AGREEMENT BETWEEN THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN AND DANIEL AND SUSAN JOLIC

The "Severance Sketch" prepared by Morgan Planning & Development Inc, (5993B Hwy 124S Part of Lot 18 Con 8 Southern Division), signed by the Chief Administrative Officer of the Municipality of Magnetawan on the 4th Day of June, 2025.