

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-Law no. 2012-07

Being a by-law to authorize the execution of a Consent Agreement between the Municipality of Magnetawan and Old Man's Creek LCC.

WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it desirable to execute a consent agreement.

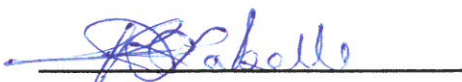
NOW THEREFORE, be enacted as follows:

1. That the attached consent agreement between the Municipality of Magnetawan and Old Man's Creek LLC, be adopted.
2. That the Mayor and the Clerk be authorized to execute the consent agreement.
3. That this by-law take effect upon its adoption.

THAT this by-law be read a first, a second and third time, and is hereby adopted this 28th day of March 2012.



Mayor



Clerk

CONSENT AGREEMENT

THIS AGREEMENT made in duplicate this 28th day of March, 2012.

BETWEEN: OLD MAN'S CREEK LLC
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 Section 51(26) of the Planning Act authorizes municipalities to enter agreements as a condition of approval of a consent;

AND WHEREAS the Central Almaguin Planning Board granted a consent for the lands owned by the Owner in Part of Lots 4 and 5, Concession 1 and Part of Lots 4 and 5, Concession 2, in the geographic Township of Croft, now in the Municipality of Magnetawan;

AND WHEREAS the consent is approved provisionally including the requirement that the applicants enter into an agreement to be registered;

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 Owners, the receipt whereof is hereby acknowledged, the Owner 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 severed and retained lands is plan 42R-19589.
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.
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.

PART B – PURPOSE OF THE DEVELOPMENT

5. The Owner has applied for and received approval for a consent on lands located in Part of Lots 4 and 5, Concession 1 and Part of Lots 4 and 5, Concession 2 that creates three lots having frontage on Ahmic Lake and Consent Application Nos. B003, B004, B005 and B006/11 by the Central Almaguin Planning Board and shown on Schedule 'B' attached hereto.

PART C – GENERAL PROVISIONS

6. The Owner covenants and agrees to comply with all requirements in the fulfillment of terms and conditions related to the consent nos. B003, B004, B005 and B006/11 as set out in Municipal By-laws Nos. 2011-12 and 2011-16.
7. The Municipality covenants and agrees that once the provisional consents are granted that the lots are free to be conveyed on the open market at the owners complete discretion in accordance with realty laws of Ontario.

PART D – ACCESS

8. The Owner hereby acknowledges and recognizes that the right-of-way being Parts 4, 5, 6, 7, 8, 10 and 13 of Reference Plan No. 42R-19589 and providing access to the subject lands is a privately owned and maintained road.

9. The Owner hereby covenants and agrees that the road is a private road.
10. The Owner hereby recognizes and agrees that the Municipality is not responsible or liable for the non repair of the private roads identified in paragraph 8 above.
11. The Owner hereby understands that the Municipality may not be able to provide emergency services to the subject lands accessed by the private rights-of-way.

PART E – SHORELINE PROTECTION

12. The Owner hereby confirms that there is a shoreline amenity area on each of the lots that is outside of Type One Fish Habitat as determined through data originating from the Ministry of Natural Resources.

PART F – ADMINISTRATION

13. The Owner 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.
14. The Owner 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 326 of the Municipal Act, 1990 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.
15. The Owners 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 and 52 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.
16. The Owner hereby recognizes that any further land division of the subject lands would be by plan of subdivision and that as part of any consideration of such plans the cost recovery provisions of Plan 42M-624 would apply.
17. This agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
18. This agreement shall come into effect on the date of execution by the Municipality and the Owner.

IN WITNESSETH WHEREOF the Municipality has caused their Corporate seal to be affixed over the signature of the respecting signing officers.

Date: MARCH 28, 2012

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



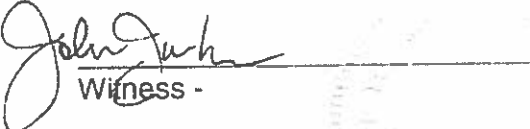
Mayor – Sam Dunnett



Clerk – Roger Labelle



Ted Rouse /Old Man's Creek LLC
(I have authority to bind the Corporation)



Witness -



THIS IS SCHEDULE 'A' TO A CONSENT AGREEMENT BETWEEN OLD MAN'S CREEK LLC
AND THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Part of PIN 52085-0336 (LT)

Part of Lots 4 and 5, Concession 1 and Part of Lots 4 and 5, Concession 2, in the geographic township of Croft, now in the Municipality of Magnetawan, being Parts 1 to 15 inclusive of Plan 42R-19589.

THIS IS SCHEDULE 'B' TO A CONSENT AGREEMENT BETWEEN OLD MAN'S CREEK LLC AND THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

