

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2023 - 09

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A CONSENT AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:
ZUBATIUK BRIAN & SEAMAN TERRI-LYNNE. – PART OF LOT 27 CONCESSION 8, FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CHAPMAN, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (494401000207900).**

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 8th day of March, 2023

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

Properties

PIN 52081 - 0414 LT
Description PT LT 27 CON 8 CHAPMAN AS IN RO181790; MAGNETAWAN
Address 3737 HIGHWAY 124
 MAGNETAWAN

Consideration

Consideration \$2.00

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 P.O. Box 70
 Magnetawan, ON P0A 1P0
 Attention: Clerk

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 ZABATIUK, ALEX BRIAN
Address for Service 3737 Highway 124
 Sundridge, ON P0A 1Z0

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

Name SEAMAN, TERRI-LYNNE
Address for Service 3737 Highway 124
 Sundridge, ON P0A 1Z0

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

Signed By

Edward Brian Veldboom 505 Memorial Av., box 158 acting for Signed 2023 05 18
 Orillia
 L3V 6J3 Applicant(s)

Tel 705-325-1326

Fax 705-327-1811

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 2023 05 18
 Orillia
 L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

Fees/Taxes/Payment

Statutory Registration Fee \$69.00

Total Paid \$69.00

File Number

Applicant Client File Number : 63-283-431

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CONSENT AGREEMENT

THIS AGREEMENT made this 8th day of March, 2023.

BETWEEN:

ZUBATIUK, Brian
SEAMAN, Terri-Lynne

(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 September 7, 2022 under File B018/22, MAGNETAWAN;

AND WHEREAS one of the conditions of the approval of this consent is that the Owner enter into a Consent Agreement to ensure the mitigation measures and recommendations contained in the Environmental Impact Statement 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.
- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement.

3. ISSUANCE OF BUILDING PERMITS

- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within two (2) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Consent Agreement be submitted for approval and execution.

4. DEVELOPMENT PROVISIONS

- 4.1 The OWNER agrees to develop the subject lands in accordance with this Agreement and as depicted in the approved plan referenced in Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and 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 waste water 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 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: Brain Zubatiuk and Terri-Lynne Seaman
3737 Highway 124
Sundridge ON, POA 1Z0

MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
Magnetawan, ON
POA 1P0


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


Brian Zubatiuk


Witness


Terri-Lynne Seaman

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Mayor
Sam Dunnett


CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

Con 8 Part Lot 27, former Township of Chapman, Municipally known as 3737 Highway 124

SCHEDULE "B"

Consent Agreement

The Consent Agreement signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the ___ day of ____ .2023

Clerk

