

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023- 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: ROBERT STEVEN FERRANTE AND EMILY PATRICIA FERRANTE, CONCESSION 11, LOT 7 FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CHAPMAN, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (494401000225200).**

**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


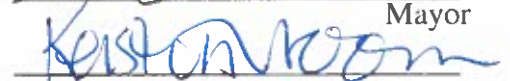
**AND WHEREAS**, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

**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 12th day of July, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
CAO/Clerk

## CONSENT AGREEMENT

THIS AGREEMENT made between:

ROBERT STEVEN FERRANTE and EMILY PATRICIA FERRANTE

hereinafter called the "Owner"  
OF THE FIRST PART

- AND -

MUNICIPALITY OF MAGNETAWAN

hereinafter called the "Municipality"  
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in paragraph 1.1 herein annexed;

AND WHEREAS the Owner obtained, from the Central Almaguin Planning Board (File B026/22) approval of a consent to sever the subject lands (the "Severance Approval"), the purpose of which is to provide for the creation of two new lots;

AND WHEREAS the conditions to approval require the Owner to enter into this agreement and to register such agreement on title to the subject lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

### 1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS - See Schedule "A" paragraph 1 (hereinafter referenced as "the subject lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that no development of or work shall be performed on the said lands except in compliance with:

- a) the provisions of this Agreement;
- b) all applicable Municipal By-laws including and all Provincial Legislation; and
- c) the recommendations set out in the Environmental Impact Study prepared by FRi Ecological Services dated August 2022.

1.3 SCHEDULES ATTACHED - The following schedules are attached to this Agreement:

Schedule "A" - Legal Description

Schedule "B" – Environmental Impact Study prepared by FRi Ecological Services dated August 2022.

## 2. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

2.1 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) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1;
- c) Postponements to this Agreement — have file with the municipal solicitor, a postponement of any Mortgage/Charge in favour of this agreement, including:
  - i. Instrument No. GB37628 in favour of Royal Bank of Canada.

## 3. DEVELOPMENT PROVISIONS

3.1 The Owner agrees that all existing vegetation will be retained on the portion of the property zoned as Environmental Protection (EP) and outside of the areas proposed for development on the subject property.

3.2 The Owner agrees to implement the following recommendations of the Environmental Impact Study being Schedule B to this Agreement:

3.2.1 *Vegetation clearing shall occur outside of the breeding bird window of April 15 – August 31 to comply with the Migratory Birds Convention Act and protect any nesting special concern birds;*

3.2.2 *Maintain a 30 m naturally vegetated buffer from wetland ecosites (G142);*

3.2.3 *Maintain a 20m naturally vegetated buffer and development setback for buildings and structures from Watercourse B*

*a. a driveway accessing the easternmost proposed severed lot may encroach on the watercourse setback recommended for Watercourse B where the following additional mitigation measures are applied:*

*i. vehicles and equipment shall not enter or be operated in the watercourse or along the immediate banks*

*ii. all stockpiled materials, including but not limited to excavated overburden and topsoil and surface treatment (e.g. stone, gravel, stone dust, sand) shall be stored and stabilized in a manner that prevents entrance into the watercourse*

*iii. reduce erosion potential of the driveway where it is located within the recommended 20m setback by minimizing vegetation removal and the extent of clearing where possible and reducing runoff flow velocity by reducing the steepness and lengths of driveway slopes as much as possible.”*

3.3 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 or to any public road.

4. CASH IN LIEU OF PARKLAND

- 4.1 The Owner shall pay \$1000.00 for each Severed Lot, prior to the execution of this Agreement by the Municipality, as cash-in-lieu of parkland dedication .

5. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

- 5.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the said lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that he will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the said lands, or for the purpose of giving effect to the provisions required under this Consent Agreement.

6. EXPENSES TO BE PAID BY OWNER

- 6.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- 6.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, in connection with all work to be performed as a result of the provisions of this Agreement.
- 6.3 In the event that the Municipality, acting reasonably, finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.

7. INDEMNIFICATION FROM LIABILITY AND RELEASE

- 7.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors in title 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 or by reason of the failure of the Owner or its successors in title and assigns to comply with and/or fulfil its obligations hereunder and without limitation those obligations set out in Section 3 of this Agreement.
- 7.2 The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the Municipality, its servants, agents or subcontractors.

8. ESTOPPEL OF OWNER

- 8.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term,

covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

9. INTERPRETATION

- 9.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.
- 9.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall ensure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the    day of    , 2023.

\_\_\_\_\_  
ROBERT STEVEN FERRANTE

\_\_\_\_\_  
EMILY PARTICIA FERRANTE

By The Corporation of the Municipality of Magnetawan on the    day of    , 2023.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

Per: \_\_\_\_\_  
Sam Dunnett  
Mayor

Per: \_\_\_\_\_  
Kerstin Vroom  
CAO\Clerk

We have the authority to bind the corporation.

## **SCHEDULE "A"**

THIS IS SCHEDULE "A" TO THE CONSENT AGREEMENT BETWEEN THE CORPORATION  
OF THE MUNICIPALITY OF MAGNETAWAN AND  
ROBERT STEVEN FERRANTE AND EMILY PATRICIA FERRANTE

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### **LEGAL DESCRIPTION OF LANDS**

1. Concession 11, Lot 7, Chapman; Magnetawan, being all of the lands described in PIN 52078-0315(LT)

## **SCHEDULE "B"**

**THIS IS SCHEDULE "B" TO THE CONSENT AGREEMENT BETWEEN THE CORPORATION  
OF THE MUNICIPALITY OF MAGNETAWAN AND  
ROBERT STEVEN FERRANTE AND EMILY PATRICIA FERRANTE**

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Environmental Impact Study prepared by FRi Ecological Services dated August 2022