

**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN  
BY-LAW:2022-717**

**Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer  
to sign the Development Agreement between the  
Township of South Algonquin  
and  
Fred Perk**

**NOW THEREFORE** the Council of the Corporation of the Township of South Algonquin enacts as follows:

**WHEREAS** Section 20 of the *Municipal Act 2001* authorizes a municipality to enter into agreements, and

**WHEREAS** Section 53(12) and 51(25) of the *Planning Act*, R.S.O. 1990, Chapter P. 13, as amended, provides that every municipality may enter into agreements imposed as a condition to the approval of an application for consent and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land; and

**WHEREAS** it is the desire of the Corporation of the Township of South Algonquin to enter into an agreement;

**NOW THEREFORE** the Council of the Corporation of the Township of South Algonquin enacts as follows:

**“To authorize the Mayor and CAO/Clerk-Treasurer to sign the Development Agreement between Fred Perk and the Corporation of the Township of South Algonquin.**

**READ A FIRST AND SECOND TIME, this 7<sup>th</sup> day of September 2022.**

\_\_\_\_\_  
Jane A. E. Dumas – Mayor

\_\_\_\_\_  
Bryan Martin, CAO/Clerk-Treasurer

**READ A THIRD TIME AND PASSED AND ENACTED, this 7<sup>th</sup> day of September 2022.**

\_\_\_\_\_  
Jane A. E. Dumas – Mayor

\_\_\_\_\_  
Bryan Martin, CAO/Clerk-Treasurer

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2022.

**BETWEEN:**

**FRED PERK**  
91 Proven Line  
P.O. Box 377  
Whitney, ON  
K0J 2M0

Hereinafter called the "Owners"  
**OF THE FIRST PART**

- and -

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**  
7 Third Avenue, P.O. Box 217  
Whitney, ON  
K0J 2M0

Hereinafter called the "Township"  
**OF THE SECOND PART**

**WHEREAS** the Owners covenant that they are the owners in fee simple of the lands described in Schedule "A" attached hereto;

**AND WHEREAS** the consent application C.2022-04 was submitted to the Committee of Adjustment for the Township of South Algonquin for the purpose of creating two (2) new lots;

**AND WHEREAS** provisional consent for the lots was granted by the Committee of Adjustment in its decision dated June 22, 2022, subject to the fulfillment of various conditions;

**AND WHEREAS** the Owners are desirous of fulfilling certain of the aforementioned conditions by entering into an agreement with the Township for registration on title to the severed lands more particularly described in Schedule "A" to this Agreement (the "Subject Lands");

**AND WHEREAS** Section 53(12) and 51(25) of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended, provides that every municipality may enter into agreements imposed as a condition to the approval of an application for consent and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land;

**AND WHEREAS** the Township has, under By-Law No. 2022-717, authorized the Mayor and CAO/Clerk Treasurer to execute this Agreement on behalf of the Township.

**NOW THEREFORE WITNESSETH** that in consideration of the foregoing and the covenants and agreements hereinafter set out and the sum of one dollar (\$1.00) paid by the Owner to the Township, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner acknowledges and agrees to include a warning clause in any agreement of purchase and sale or offers to lease in respect of the Subject Lands of the proximity of the Subject Lands to the barn located at the property municipally known as 1513 McKenzie Lake Road in the Township of South Algonquin.
2. The Owner acknowledges and agrees to furnish all purchasers or lessees with a copy of the Minimum Distance Formula (MDS) sketch prepared by Jp2g Consultants Inc. dated August 5, 2022, attached to and forming part of this agreement as Appendix "A", which

illustrates the proximity of the barn located at the property municipally known as 1513 McKenzie Lake Road together with the separation distance required by MDS.

3. All costs necessary to fulfill any condition of this Agreement, and all costs incurred by the Township in connection with the preparation, execution and registration of this Agreement shall be paid by the Owner.
4. If the Owners fail or refuse for any reason to comply with any requirement of this Agreement, the Owner shall be in default and the Township may on seven (7) days' notice require the Owner to remedy the default, failing which the Township may, without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes in accordance with the provisions of Section 446 of the Municipal Act, as required.
5. This Agreement shall be registered by the Owner at their expense against the title of the said lands as described in Schedule "A" and evidence of same shall be provided to the Township in fulfillment of the consent condition.
6. This Agreement shall be binding upon the Owner and their heirs, executors, administrators, successors and assigns and the Owner from time to time of the said lands.
7. This Agreement may only be amended at any time with the written consent of the Corporation and the registered Owners of the said lands at the time of such amendment.
8. This Agreement shall be read with any change of gender or number required by the context.

IN WITNESS WHEREOF the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_ 2022.

**SIGNED, SEALED AND DELIVERED** )  
in the presence of )

\_\_\_\_\_  
Witness )

**THE OWNERS:**

\_\_\_\_\_  
Fred Perk

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH  
ALGONQUIN**

Per:

\_\_\_\_\_  
Jane Dumas, Mayor

Per:

\_\_\_\_\_  
Bryan Martin  
CAO/Clerk -Treasurer

**SCHEDULE "A"**

**DESCRIPTION OF LAND TO WHICH THE AGREEMENT APPLIES**

**Subject Lands**

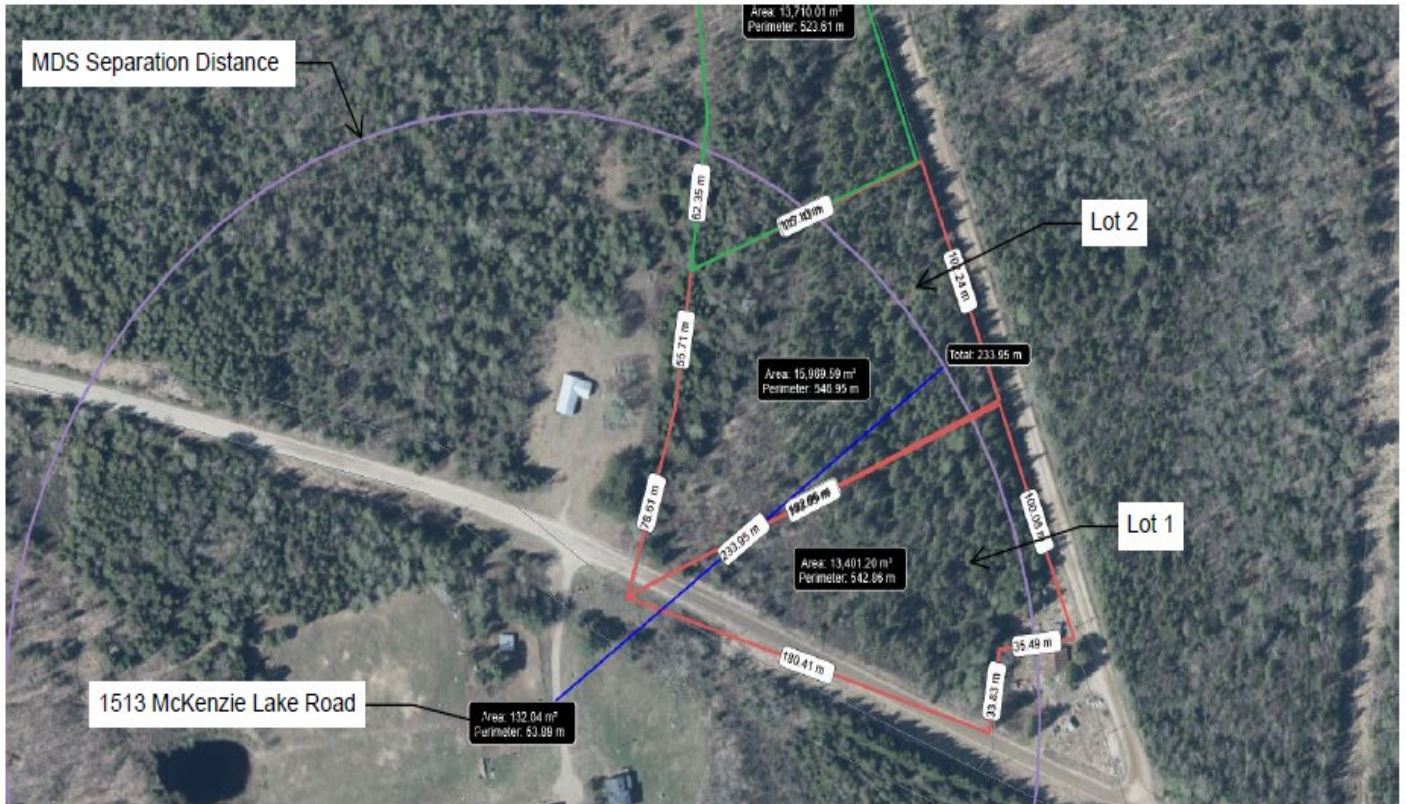
[To be inserted once lands have been registered]

## APPENDIX "A"

### MINIMUM DISTANCE FORMULA (MDS) – REQUIRED SEPARATION DISTANCE FROM BARN AT 1513 MCKENZIE LAKE ROAD SKETCH, PREPARED BY JP2G CONSULTANTS INC, DATED AUGUST 5, 2022

Consent Application C.2022-04

Minimum Distance Formula (MDS) – Required Separation Distance from barn at 1513 McKenzie Lake Road



Prepared by:  
Jp2g Consultants Inc.  
August 5, 2022