

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2024 - 38**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A  
CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF  
THE LANDS:**

**KLAHANIE CAMPERS CORPORATION – PCL 12303 SEC 55; LT 17 CON 3 CROFT; LT 17 CON  
4 CROFT EXCEPT M406 & M508; MAGNETAWAN,  
being all of the lands described in PIN 52086-0093 (LT), ROLL: (494403000409700).**

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**WHEREAS** an application for a Zoning By-law Amendment 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;

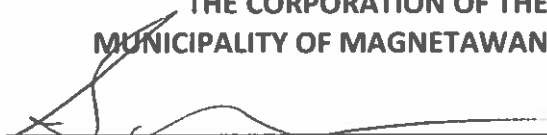
**AND WHEREAS** Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

**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 site plan agreement substantially in the form attached hereto as "Site Plan 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 14<sup>th</sup> day of August, 2024

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**



\_\_\_\_\_  
Mayor



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

**SITE PLAN AGREEMENT**

THIS AGREEMENT made between:

**KLAHANIE CAMPERS CORPORATION**

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 affected by this Agreement are the lands described in paragraph 1.1 (the "subject lands");

AND WHEREAS the subject lands have been re-zoned to the Commercial Tourist Exception 4 Zone (CT-4) and are subject to site plan control;

AND WHEREAS the Municipality has approved the site plan showing the current organization of the site and provision for additional development on the subject lands, which approval is conditional upon the execution and registration of a site plan agreement;

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" (hereinafter referenced as "the subject lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that all development of and work upon the subject lands shall be in compliance with:

- a) the provisions of this Agreement;
- b) the Approved Plan(s) referenced in Schedule "B";
- c) all additional Schedules hereto attached;
- d) all applicable Municipal By-laws and all Provincial Legislation.

1.3 **RELIANCE UPON REPRESENTATIONS** - The Owner acknowledges that:

- a) it has made representations to the Municipality that it will maintain the subject lands in accordance with the Approved Plans and will not alter the development on the lands unless such alterations accord with the Approved Plans;
- b) the Municipality has entered into this Agreement in reliance upon these representations.

1.4 **SCHEDULES ATTACHED** - The following schedules are attached to this Agreement and form part of this Agreement:

Schedule "A" - Legal Description

Schedule "B" - Approved Plan(s)

**2. MODIFICATION OF PLANS AND SPECIFICATIONS**

- 2.1 There shall be no changes in the Schedules attached hereto, or to any plans, reports, specifications etc. filed and accepted by the Municipality concerning the subject lands unless such changes have been first submitted to, and accepted by, the Municipal Chief Administrative Officer ("C.A.O."), or other authorized representative.

**3. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY**

3.1 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 Mortgage/Charge - have filed with the municipal solicitor, at the discretion of the Municipality, a postponement of any Mortgage/Charge in favour of this agreement.

**4. EFFECT OF SITE PLAN SHOWING PORTION OF SUBJECT LANDS**

- 4.1 The Owner acknowledges that the Municipality has not required the Owner to produce a site plan showing all of the Owner's lands. The Owner agrees and acknowledges that development of those portions of the land not shown on the site plan may require the Owner to apply for and obtain site plan approval. The Owner agrees that it will not seek any building permits for the foregoing until such time as it has applied for and received site plan approval or it has been confirmed by the Municipality that site plan approval is not required.

**5. INTERNAL WORKS**

- 5.1 Development in Accordance with Approved Plans - The Owner will maintain at its expense all internal site services/works on the subject lands as shown in the Approved Plans in accordance with all applicable federal, provincial and municipal standards, specifications and/or regulations.
- 5.2 Maintenance - The Owner agrees that there shall be no further development of the lands except in accordance with the Municipality's site plan control by-law, the site plan approval and this agreement.
- 5.3 Applicability of Other Municipal By-laws - the Owner acknowledges that notwithstanding the issuance of site plan approval, any alteration of the shoreline including the conduct of any work in furtherance of this agreement shall be conducted in accordance with any federal/provincial laws or municipal by-law affecting or regulating the shoreline area.
- 5.4 Private Sanitary Sewage System and Drinking Water System – The Owner acknowledges and agrees that it is responsible for the maintenance and operation of the private sanitary sewage collection and disposal system and private drinking water supply and distribution system and for complying with all applicable law related thereto. The Owner acknowledges that any further development upon the subject lands may oblige the Owner to obtain updated, amended or new approvals (e.g. an Environmental Compliance Approval) for such systems from the Ministry of Environment, Conservation and Parks (MECP) or such other applicable approval authority.
- 5.5 Emergency Access Entrance - The Owner agrees that the northerly entrance to the subject lands (Tranquility Trail) shall be maintained as an emergency access point and is not intended for regular camp related traffic. The Owner agrees to maintain controlled access and should the Owner wish to lock such entrance it shall provide keys or access codes to the emergency service providers.
- 5.6 Fire Routes – The Owner acknowledges and agrees to maintain the Fire Access Route identified on the Site Plan in a condition that provides suitable access for emergency services vehicles to all sites and in accordance with applicable Provincial Legislation and associated regulations.

- 5.7 Entrance Permits – The Owner acknowledges and agrees that it is required to apply for and obtain an entrance permit for the second entrance to/from Lakeside Trail for the purpose of accessing the Boat Trailer and Overflow Parking Area

## **6. GENERAL DEVELOPMENT STANDARDS**

- 6.1 The Owner shall ensure that all construction activities shall not commence until Permits are issued by the Chief Building Official where applicable.
- 6.2 The Owner covenants and agrees to arrange for private snow removal from the subject lands. The Owner shall, on a continuous basis, ensure that snow is regularly removed from the site when the designated snow storage areas as shown on the Site Plans (if any) are full. The Owner shall not store or provide for snow storage in any area immediately adjacent to a municipal street.
- 6.3 The Owner covenants and agrees to enter into a contract with a garbage collection contractor for garbage collection upon the said lands if required by the waste authority. Such garbage shall be deposited and stored in the area(s) shown (if applicable) on the Approved Plans. The Owner specifically releases and forever discharges the Municipality from any obligation of providing garbage collection services to the subject lands.

## **7. EMERGENCY SITUATION**

- 7.1 If as a result of any work undertaken by the Owner, or its servants, or agents, there exists in the opinion of the Municipality's Public Works Superintendent, an emergency situation which requires immediate attention to avoid damage to public property or services owned by the Municipality, such work may be done immediately by the Municipal Engineer at the expense of the Owner, but notice shall be given to the Owner at the earliest possible time.

## **8. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS**

- 8.1 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 it 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 Development Agreement.

**9. EXPENSES TO BE PAID BY OWNER**

9.1 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.

**10. ATTACHED SCHEDULES**

10.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

**11. RESTRICTIVE COVENANTS**

11.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the said lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.

11.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the said lands.

**12. INDEMNIFICATION FROM LIABILITY AND RELEASE**

12.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors 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.

**13. NOTICES TO PARTIES**

13.1 Any Notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto, or
- b) prepaid first class mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:

Owner: 1680 Gordon Point Road  
Magnetawan, Ontario P0A 1P0

Municipality: 4304 Hwy # 520 P.O. Box 70  
Magnetawan, Ontario P0A 1P0  
Attention: Chief Administrative Officer

**14. TIME OF THE ESSENCE**

14.1 The parties hereto agree that time shall be of the essence in this Agreement.

**15. ESTOPPEL OF OWNER**

15.1 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.

**16. INTERPRETATION**

16.1 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.

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16.2 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 enure 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 Klahanie Campers Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation.

By The Corporation of the Municipality of Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per: \_\_\_\_\_ c/s

Name: Sam Dunnett

Title: Mayor

Per: \_\_\_\_\_ c/s

Name: Kerstin Vroom

Title: CAO/Clerk

We have the authority to bind the Corporation.



SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION

**LEGAL DESCRIPTION OF LANDS**

PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROFT EXCEPT M406 & M508; MAGNETAWAN, being all of the lands described in PIN 52086-0093(LT).

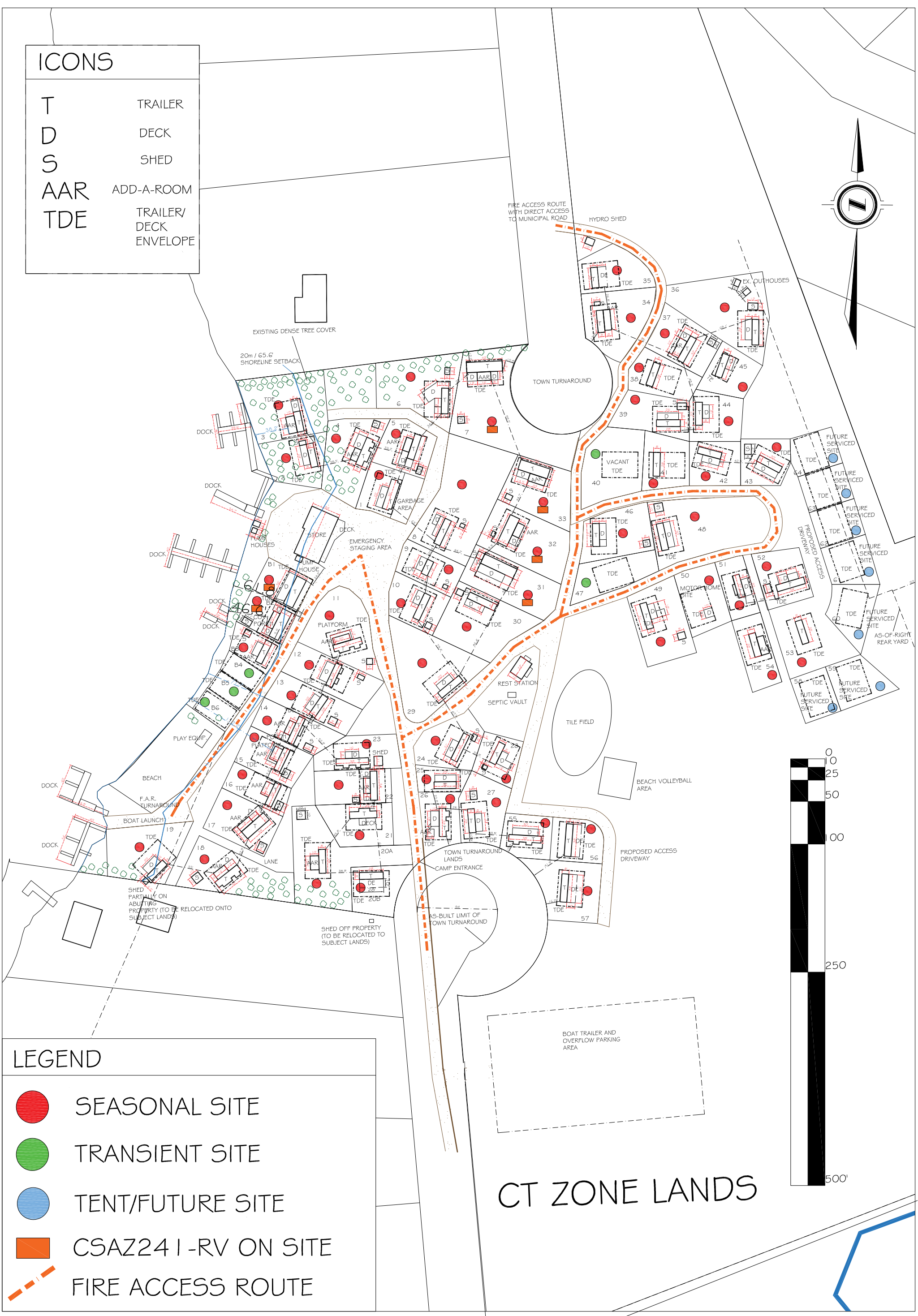
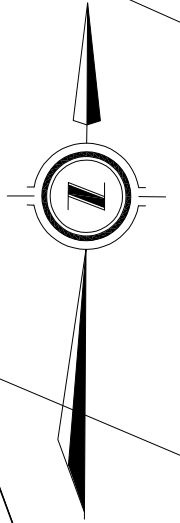
SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION





**THE APPROVED PLAN(S)**

The Plan prepared by Wayne Simpson & Associates, Planning and Development Consultants, Project: Conceptual Master Plan, Dated November 17, 2020, Revision No: Jun 30, 2022, File Name: CAMPKLAHANIECONCEPT.dwg.


ICONS	
T	TRAILER
D	DECK
S	SHED
AAR	ADD-A-ROOM
TDE	TRAILER/ DECK ENVELOPE



**LEGEND**

-  SEASONAL SITE
-  TRANSIENT SITE
-  TENT/FUTURE SITE
-  CSAZ241-RV ON SITE
-  FIRE ACCESS ROUTE

**CT ZONE LANDS**

PROJECT: <b>CONCEPTUAL MASTER PLAN</b>	LEGAL DESCRIPTION: PART OF LOT 17, CONCESSION 4 TOWNSHIP OF MAGNETAWAN DISTRICT OF PARRY SOUND (EAST) PCL 12303	 WAYNE SIMPSON & ASSOCIATES PLANNING AND DEVELOPMENT CONSULTANTS 3-76 KING WILLIAM STREET HUNTSVILLE, ONTARIO P1H 1E4 TEL: (705) 789-9092 FAX: (705) 789-9094 info@wsaplanning.ca	DATE: NOVEMBER 17, 2020
			SCALE: IMPERIAL (AS NOTED)
CLIENT: CAMP KLAHANIE	LOCATION: 1640 GORDON POINT ROAD	WSA FILE No.: 2225	REVISION No.: JUN 30, 2022
			FILE NAME: CAMPKLAHANIECONCEPT.dwg