

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW 2018 - 69

Being a By-law to provide for the execution of a Site Plan Agreement with the Owners of the land described as Block 7, Spence Plan 42M552, PCL 23186 SS, Municipality of Magnetawan.

WHEREAS the Planning Act R.S.O. 1990, c. P. 13. Section 41 as amended provides that where an area is shown or described as a site plan control area in an Official Plan, Council may by By-law designate the whole or any part of the area site plan control area.

AND WHEREAS Section 8.2 of the Municipality of Magnetawan Official Plan designates the entire municipality as a site plan control area and sets out general policies concerning site plan control.

AND WHEREAS the Official Plan for the Municipality of Magnetawan enables the use of site plan control for lands to mitigate impacts of residential development on special environmental features.

AND WHEREAS By-law 2010-44, as amended, designates the subject lands as an area to which site plan control may apply.

AND WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it expedient to require the Owners to enter into a Site Plan Agreement pursuant to the Planning Act, R.S.O. 1990 c. P.13, s.41 as a condition of permitting the proposed development to proceed;

NOW THEREFORE the Council of the Corporation of Municipality of Magnetawan hereby enacts as follows:

1. That the Corporation of the Municipality of Magnetawan enters into a Site Plan Agreement with the Owners of the subject lands, as attached as "Schedule 1" to this By-law.

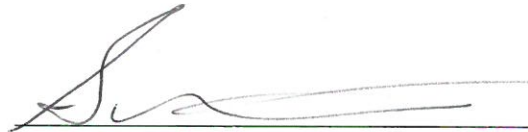
2. That the Mayor and the Clerk-Administrator are hereby authorized and directed to execute such Agreement on behalf of the Corporation of the Municipality of Magnetawan and to affix thereto the Corporate Seal of the Municipality and to deliver the same on behalf of the Corporation of the Municipality of Magnetawan.

READ A FIRST AND SECOND TIME on the 10th day of October, 2018.

READ A THIRD TIME passed, signed and the Seal of the Corporation affixed hereto, this

10th day of October 2018.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

THIS AGREEMENT made in duplicate this 10th day of October, 2018.

BETWEEN:

ORFEO ROMOLO and JO-ANNE MCCAFFERTY ROMOLO
(hereinafter called the "Owner")

-and-

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called the "Municipality")

WHEREAS the Owner is the Owner in fee simple of these lands and premises in the Municipality of Magnetawan in the District of Parry Sound being the subject property municipally known as Block 7, Spence Plan 42M552, Johnston Road, in the Municipality of Magnetawan.

AND WHEREAS the Owner has made an application for site plan approval to implement the required lot grading plan to ensure appropriate drainage on the subject property.

AND WHEREAS notwithstanding the foregoing the parties agree that the overall development of the said lands would be most appropriately addressed through a site plan agreement;

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS now paid by the Owner to the Municipality, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Municipality covenant and agree as follows:

Section I - SCOPE OF THE AGREEMENT

- 1.1 Description of Lands - The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are generally described as Block 7 Johnston Road, Spence Plan 42M552 in the Municipality of Magnetawan and more fully described in Schedule "A" to this Agreement.
- 1.2 Conformity of Agreement – The Owner covenants and agrees that all work performed on the subject lands shall be in conformity with:
- a) The provisions of this Agreement;
 - b) The Site Plan attached as Schedule 'B';
 - c) All applicable Municipal By-laws and all applicable Provincial and Federal legislation.
- 1.3 Reliance upon Representations – The Owner acknowledges that:
- a) If it proceeds with the development contemplated by the approved Site Plan, it has made representations to the Municipality that it will complete all on-site construction, grading and landscaping required herein, in accordance with the Plans and Reports filed and accepted by the Municipality; and
 - b) The Municipality has entered into this Agreement in reliance upon these representations.
- 1.4 Schedules Attached – The following scheduled are attached to, and form part of this Agreement:
- | | | |
|--------------|---|--|
| SCHEDULE 'A' | - | Legal Description of Lands Subject to This Agreement |
| SCHEDULE 'B' | - | Site Plan |

2. MODIFICATION OF PLANS

- 2.1 There shall be no changes in the Schedules attached hereto, or to any Plans and Specifications filed and accepted on this project unless such changes have been first submitted to, and accepted by, the Municipality.

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) 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'.

4. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

- 4.1 This Agreement shall be registered on title to the subject lands at the expense of the Owner and this Agreement shall be first priority on title;
- 4.2 The Owner agrees that all documents required herein shall be submitted in a form suitable to the Municipality and suitable for registration, as required;
- 4.3 The Owner agrees that the Municipality may register this Agreement against the subject lands at the expense of the Owner;
- 4.4 The Owner agrees to reimburse the Municipality for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 4.5 The Owner agrees not to make any application or request to deregister this Agreement without the authorization in writing from the Municipality.
- 4.6 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement. Any offer of Purchase and Sale that does not contain a clause advising the potential purchaser of this Agreement, may be deemed null and void by the potential purchaser.

5. EXPENSES TO BE PAID BY OWNER

- 5.1 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.
- 5.2 The Owner shall pay such fees as may be invoiced to the Municipality by its Solicitor and Planner in connection with all work to be performed as a result of the provisions of the Agreement.

6. ATTACHED SCHEDULES

- 6.1 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.

7. DEVELOPMENT PROVISIONS

- 7.1 The Lot Grading Plan prepared by JC Engineering, prepared for Fred Romolo – Block 7, Johnston Road, Drawing No. L-1 dated September 4, 2018 is hereby incorporated by reference. Full size copies may be viewed at the municipal office during regular business hours.
- 7.2 The Owner agrees to construct surface drainage courses and stormwater control works in accordance with the Site Plan / Lot Grading Plan prepared by JC Engineering dated September 4, 2018 included as Schedule B to this Agreement.
- 7.3 That, prior to the issuance of any building permit, an entrance permit is obtained from the Municipality.

8. BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

- 8.1 This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 8.2 This Agreement may be declared null and void if any requirement or responsibility of the Owner established by this Agreement is not performed to the satisfaction of the Municipality.
- 8.3 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 8.4 The Agreement shall come into effect on the date of execution by the Municipality.
- 8.5 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.
- 8.6 The definitions of Municipality of Magnetawan Zoning By-law 2001-26 shall be used to define any terms used in this Agreement.
- 8.7 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 address:

OWNER'S NAME AND ADDRESS: Orfeo Romolo
25 Ingram Court, Barrie, Ontario
L4N 7B9

Jo-Anne McCafferty Romolo
25 Ingram Court, Barrie, Ontario
L4N 7B9


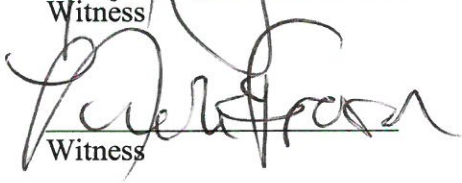
MUNICIPALITY OF MAGNETAWAN: Andrew Farnsworth, Clerk/Administrator
Municipality of Magnetawan
PO Box 70
4304 Hwy #520
Magnetawan, ON
P0A 1P0

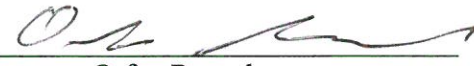
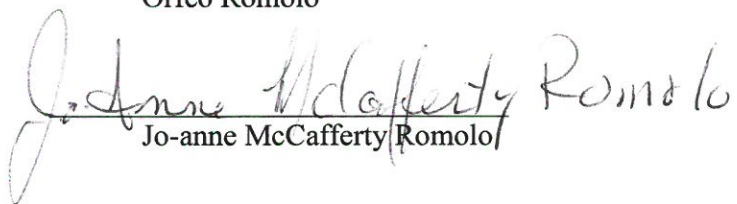
THIS AGREEMENT shall insure to the benefit of and be binding upon the Owner and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner and the Municipality have caused their corporate seals to be affixed over the signatures of their respective signing officers.


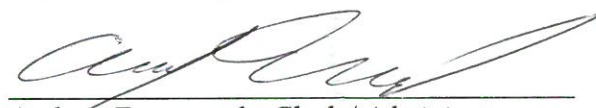
THIS AGREEMENT was executed by the duly authorized signing officers of each party and sealed this 10th day of October, 2018.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness

Witness


Orfeo Romolo

Jo-anne McCafferty Romolo

THE MUNICIPALITY OF MAGNETAWAN


Sam Dunnett, *Mayor*

Andrew Farnsworth, *Clerk / Administrator*

SCHEDULE "B"

SITE PLAN

Lot Grading Plan prepared by JC Engineering, Block 7, Johnston Road, Drawing No. L-1 dated September 4,
2018

SCHEDULE “A”

LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

Block 7, Spence Plan 42M552, PCL 23186 SS, Johnston Road, in the Municipality Magnetawan,
District of Parry Sound.

Old Man's Lake 0.000

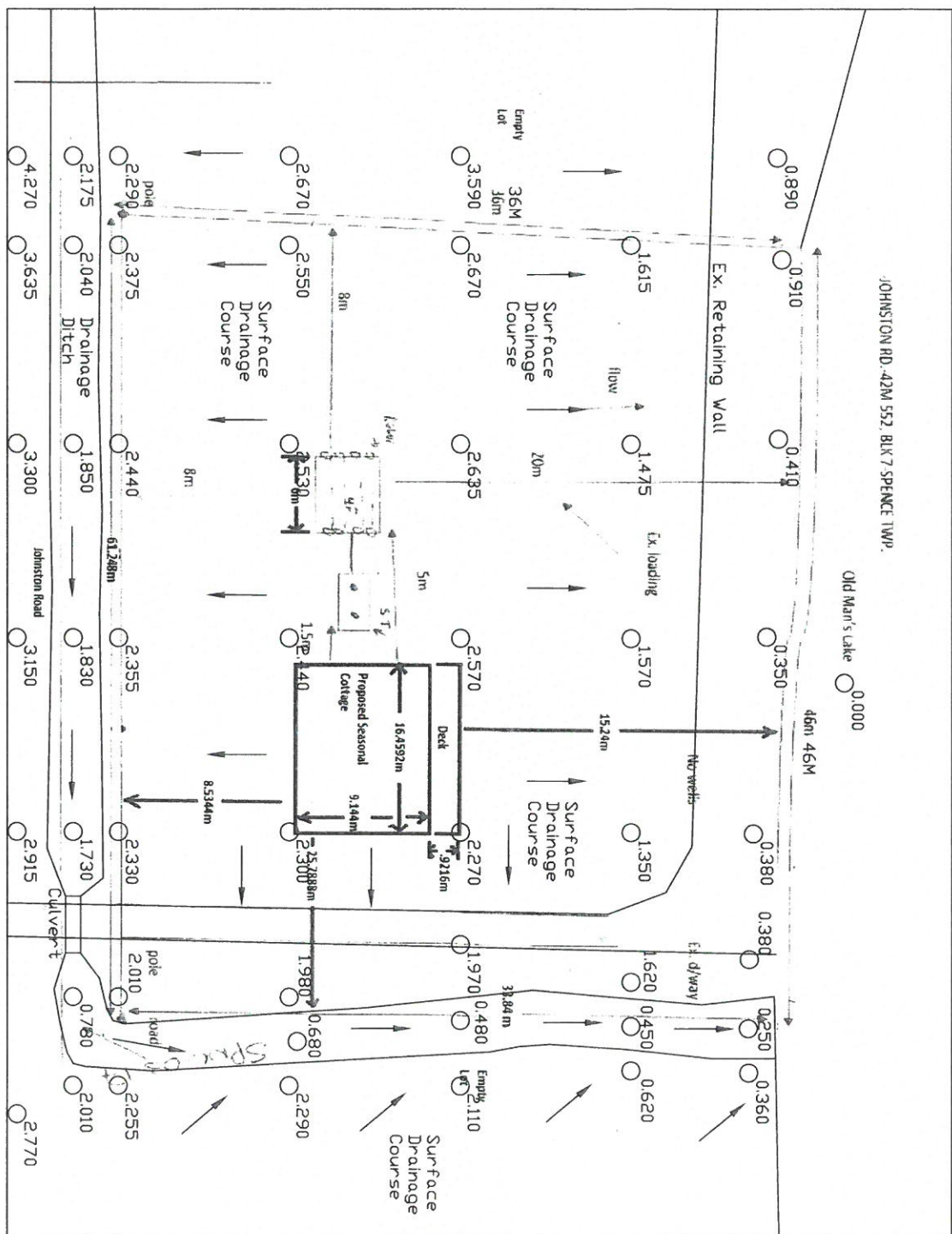
GENERAL NOTES

1. ALL DIMENSIONS ARE IN METERS

Schedule "B" to Side Plan Agreement

**Andrew Parnsworth, Clerk - Administrator
Commissioner for taking Oaths,
Municipality of Magnetawan,
District of Parry Sound**

October 10, 2018



JC Engineering
455 Spring Hill Rd West
Burks Falls, ON
P0A 1C0

File name: JC1846_L1	Job no.: JC1846
----------------------	-----------------

**Civil Engineering
Services**
www.jcengineering.ca

revisions / drawing issue	rev. no.	description
date		
09/04/2018	0	ISSUED FOR APPROVAL

project: *Lot Grading Plan*
client: *Fred Romolo*
Block 7, Johnston Rd

title:		<i>Lot Grading Plan</i>	
date:	09/04/2018	dm. by:	JC
scale:	NTS	chk'd by:	JC

dwg. no.

