

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW 2018 - 70**

Being a By-law to provide for the execution of a Site Plan Agreement with the Owners of the land described as 53 E/S Stanley Street Lots 18, 19, 20, 21, Reference Plan 319 in the 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 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 enter into a Site Plan Agreement with the Owners of the subject lands, as attached as "Schedule 1" to this By-law.

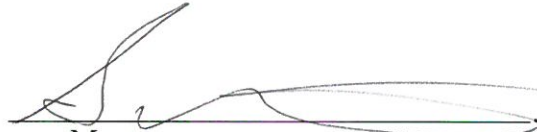
2. That the Mayor and the Clerk-Administrator are hereby authorized and directed to execute such Agreement on behalf of the Corporation of the Municipality of Magnetawan and to affix thereto the Corporate Seal of the Municipality and to deliver the same on behalf of the Corporation of the Municipality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

SCOTT TYE and KIM TYE
(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 more particularly described 53 Stanley Street, Lots 18, 19, 20, 21, Reference Plan 319 in the Municipality of Magnetawan;

AND WHEREAS the Owner has made an application for site plan approval to implement the recommendation measures contained in the Scoped-site Environmental Impact Assessment prepared by FRICORP Ecological Services dated December 11, 2017.

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 53 Stanley Street, Part of Lots 18, 19, 20, 21, Reference Plan 319 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) The Environmental Constraint Area Map As Schedule 'C.'
- d) 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' - Description of Lands
- SCHEDULE 'B' - Site Plan
- SCHEDULE 'C' - Environmental Constraint Area Map

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.

- 6.2 The Plan entitled Site Plan and dated August 22, 2018 and signed by the Chief Administrative Officer of the Municipality of Magnetawan is hereby incorporated by reference. Full size copies may be viewed at the municipal office during regular business hours.
- 6.3 The Plan entitled Environmental Constraint area Map dated August 22, 2018 and signed by the Chief Administrative Officer of the Municipality of Magnetawan is hereby incorporated by reference. Full size copies may be viewed at the municipal office during regular business hours.

7. DEVELOPMENT PROVISIONS

- 7.1 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 as indicated in Schedule B of this Agreement.
- 7.2 That the Owner agrees that no development will take place in the area identified as Constraint Area on Schedule C to this Agreement, except as permitted in Section 7.3 of this Agreement
- 7.3 The Owner agrees to implement the following recommendations of the EIS prepared by FRICORP Ecological Services, dated December 11, 2017:
- a) 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;
 - b) Apply 30 m buffer on the shoreline;
 - c) Maintain the G130 and G134 ecosites in their present condition, as detailed in the EIS;
 - d) Use the current shoreline access and a floating dock of no more than 1.8 wide for the severed lot;
 - e) Utilize a long dock to extend out beyond the edge of the dense aquatic macrophytes at the retained lot. It shall be a floating dock and no more than 1.8 m (6ft) wide;
 - f) Additional approvals or permits may be required by other agencies such as the Department of Fisheries and Oceans; and
 - g) No development or construction within the constraint area (Schedule 'C') except as otherwise permitted in this section.
- 7.4 The Owner will not be required at any time to import vegetation into the buffer area where none currently exists.
- 7.5 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.
- 7.6 That, prior to the issuance of any building permit, an entrance permit is obtained from the Municipality.
- 7.7 Vegetation clearing to accommodate works within the area zoned Village Residential Exception Five (RV-5) shall occur outside of the breeding bird window of April 15 to August 31, in compliance with the Migratory Birds Convention Act and protect any nesting special concern birds.
- 7.8 The Owner agrees to comply with, carry out or cause to be carried out all recommendations of the Scoped-site Environmental Impact Assessment prepared by FRICORP Ecological Services and dated December 11, 2017, a copy of which is filed with 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: Scott Tye
67 Acredale Drive, Carlisle
Ontario, L0R 1H2

Kim Tye
67 Acredale Drive, Carlisle
Ontario, L0R 1H2

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Scott Tye


Witness

Kim Tye

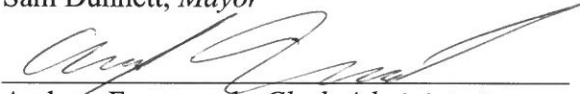
Witness

Keir Porter

THE MUNICIPALITY OF MAGNETAWAN



Sam Dunnett, *Mayor*



Andrew Farnsworth, *Clerk-Administrator*

SCHEDULE "A"

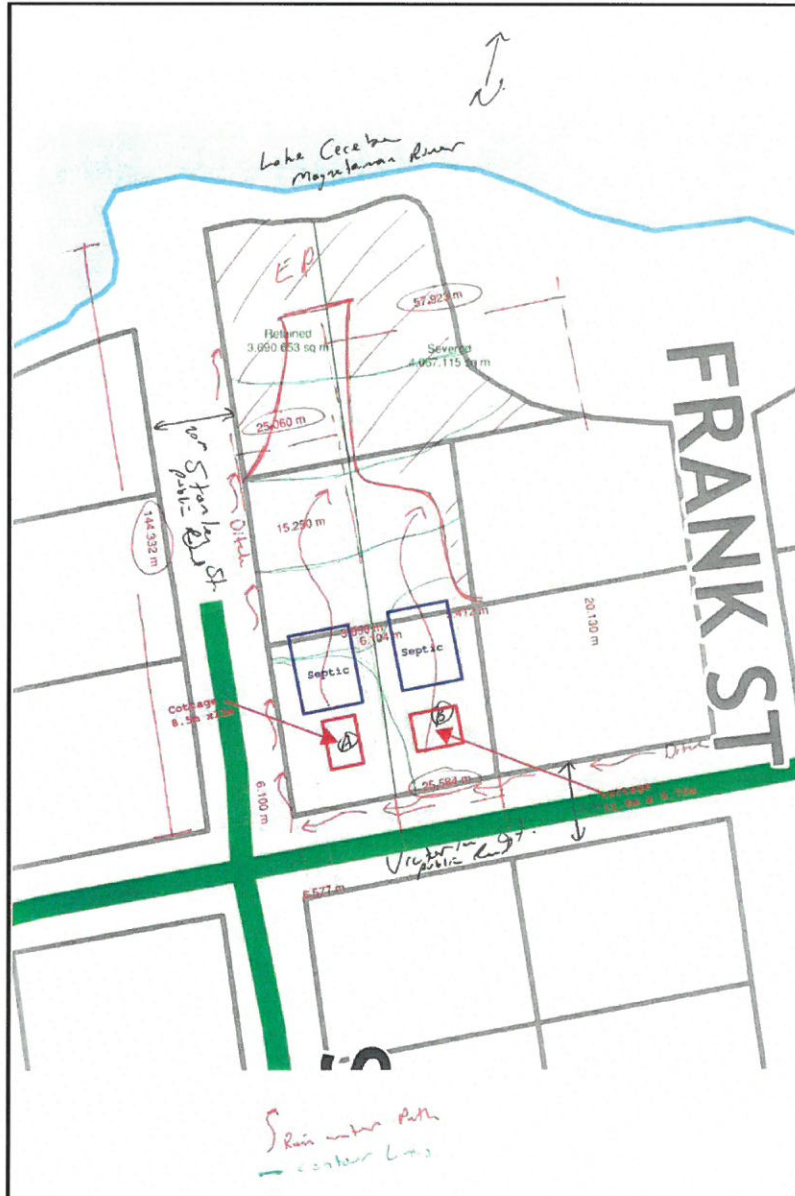
LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT


53 Stanley Street, Lots 18, 19, 20, 21, Reference Plan 319 in the Municipality of Magnetawan.

SCHEDULE "B"

SITE PLAN

Site Plan, Prepared by Scott Tye and dated August 22, 2018.

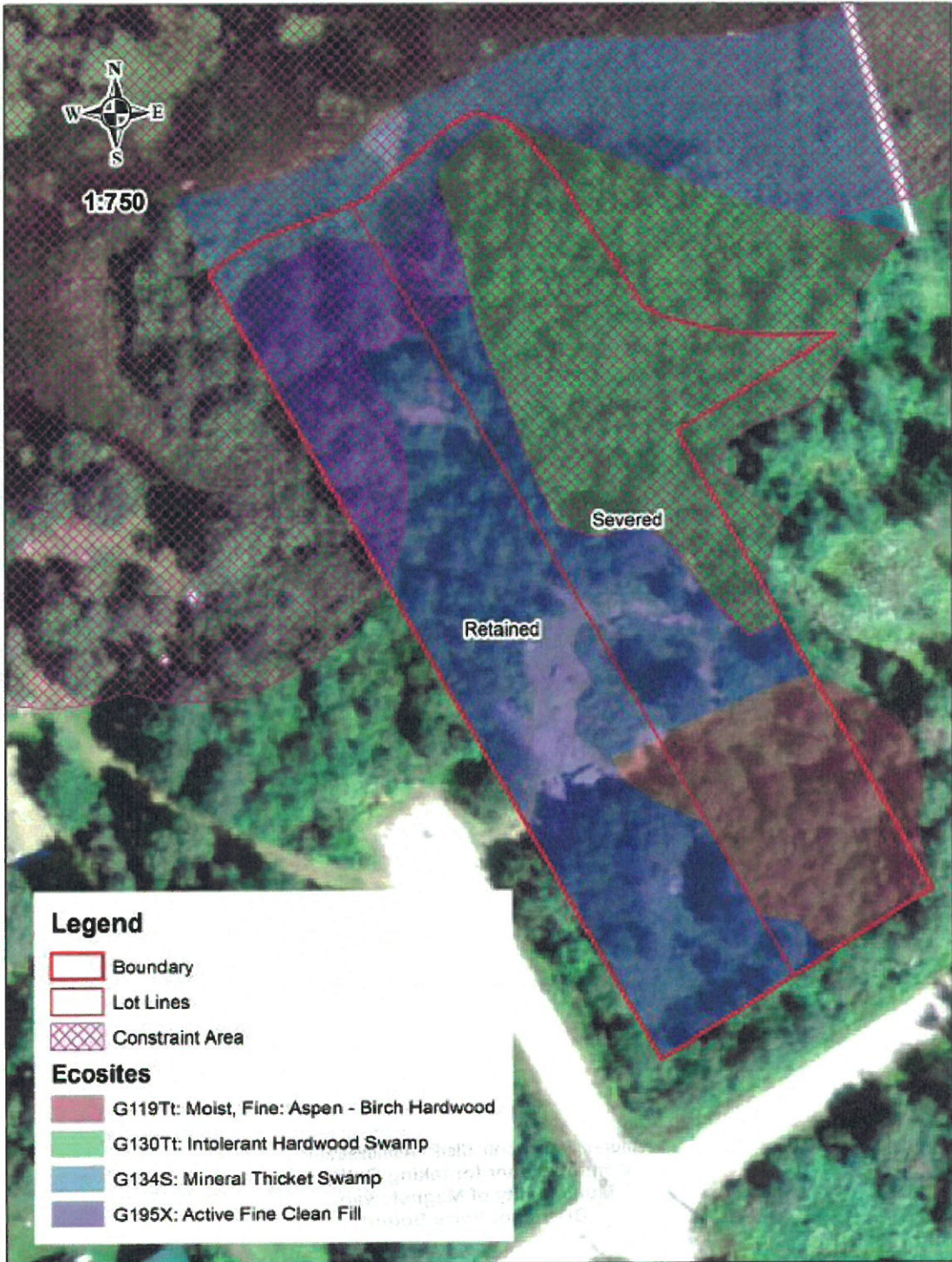



**Andrew Farnsworth, Clerk - Administrator
Commissioner for taking Oaths,
Municipality of Magnetawan,
District of Parry Sound**

SCHEDULE "C"

ENVIRONMENTAL CONSTRAINT AREA MAP

Prepared by FRICORP Ecological Services, dated December 11, 2017.



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