

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2011-28**

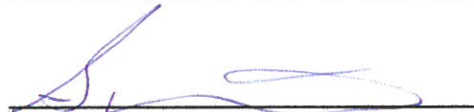
**Being a by-law to authorize the execution of a Subdivision Agreement between the Corporation of the Municipality of Magnetawan and Steel Crown Corporation.**

**WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it desirable to enter into an agreement with Steel Crown Corporation for a subdivision.**

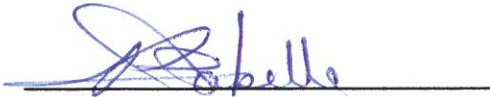
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:**

- 1. That the subdivision agreement attached as Appendix 'A' to this by-law be approved.**
- 2. That the Mayor and the Clerk be are hereby authorized to execute the subdivision agreement.**
- 3. That this by-law be effective upon its adoption.**

**ADOPTED THIS 13 DAY OF JULY 2011.**



**Mayor, Sam Dunnett**



**Clerk, Roger Labelle**

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2011-28


Being a by-law to authorize the execution of a Subdivision Agreement between the Corporation of the Municipality of Magnetawan and Steel Crown Corporation.

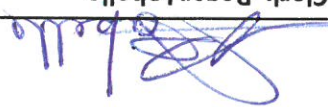
WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it desirable to enter into an agreement with Steel Crown Corporation for a subdivision.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. That the subdivision agreement attached as Appendix 'A' to this by-law be approved.
2. That the Mayor and the Clerk be authorized to execute the subdivision agreement.
3. That this by-law be effective upon its adoption.

ADOPTED THIS 13 DAY OF JULY 2011.

  
\_\_\_\_\_  
Mayor, Sam Dunnett

  
\_\_\_\_\_  
Clerk, Roger Labelle

---

---

**Russell, Christie, LLP**  
Barristers & Solicitors

---

---

W.D. (Rusty) Russell, Q.C., Counsel  
Douglas S. Christie, B.A., LL.B.  
Michael M. Miller, B.Sc. in Comm., LL.B.  
William S. Koughan, LL.B.  
David M. Winnitoy, B.A. (Hons), LL.B.  
Edward B. Veldboom, MSc. P.L. LL.B.  
Michael F. Sirdevan, B.A. (Hons), LL.B.

Please reply to:  
Edward B. Veldboom (Ext. 237)  
Email: [eveldboom@russellchristie.com](mailto:eveldboom@russellchristie.com)

July 28, 2011

The Corporation of the Municipality of Magnetawan  
4304 Hwy #520  
P.O. Box 70  
Magnetawan, ON P0A 1P0

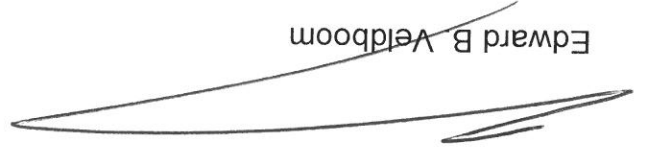
Attention: Roger Labelle

Dear Mr. Labelle:

**Re: Steel Crown**  
**Our File No. 63-283-124**

Please find enclosed the completed subdivision agreement regarding the above noted matter. Please sign and return the agreement to our office for registration. If you have any questions please contact the undersigned.

Sincerely,



Edward B. Veldboom  
EBV/dr

505 Memorial Avenue  
P.O. Box 158  
Orillia, Ontario, L3V 6J3  
Telephone: (705) 325-1326  
Facsimile: (705) 327-1811  
Email: [rcmkw@russellchristie.com](mailto:rcmkw@russellchristie.com)

**APPENDIX 'A' TO  
BY-LAW NO. 2011-28**

AUG - 2 2011

**SUBDIVISION AGREEMENT - STEEL CROWN CORPORATION**

THIS AGREEMENT made on the Day of August, 2011

BETWEEN:

STEEL CROWN CORPORATION  
hereinafter collectively called the "Subdivider"  
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 Schedule "A" herein, which lands are collectively referred to herein as the "said lands";

**AND WHEREAS** the Subdivider intends to create a plan of subdivision comprising 6 lots for residential uses to be serviced by a private road contained within a common elements plan of condominium;

**AND WHEREAS** the Subdivider has received draft subdivision approval for application number 49Magnetawan08 affecting the said lands pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c.P.13.

**AND WHEREAS** the Subdivider has received an exemption pursuant to section 9(6) of the *Condominium Act, 1998* from the requirement for approval of a common elements condominium;

**AND WHEREAS**, as a condition of the granting of the above-noted draft approval, the Subdivider is required to enter into an Agreement with the Municipality, wherein the Subdivider agrees to satisfy the requirements of the Municipality, financial and otherwise;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

**1. DEFINITIONS**

1.1 "Work" shall include, but shall not be limited to, the construction and/or reconstruction of dwelling units, accessory buildings, subsurface sewage systems, access roads or driveways, dredging and construction along the shoreline of Ahmic Lake, the placement or removal of fill, or any other construction activities;

**2. SCOPE OF AGREEMENT**

2.1 Description of Lands - The lands subject to this Agreement are the lands described in Schedule "A"

2.2 Conformity with Agreement - The Subdivider covenants and agrees that no work shall be performed on the said lands except in conformity with:

(a) the provisions of this Agreement, including the schedules hereinafter referred to and attached hereto;

- (a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands;
- (b) Cash Deposits, Payments and Security - have paid to the Municipality all cash deposits and security required by Schedule "B" attached;
- (c) Land Ownership - be the registered owner in fee simple of the lands described in Paragraph 2.1 free and clear of any encumbrances unless a postponement to this agreement has been provided for such encumbrances;
- (d) Deeds and Easements - have delivered to the Municipality all

3.1 Prior to the execution of this Agreement by the Municipality, the Subdivider shall:

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

- 2.3 Schedules Attached - The following schedules are attached to, and form part of, this Agreement:
- |                |   |
|----------------|---|
| Schedule "A" - | Description   |
| Schedule "B" - | Cash Deposits and Security                          |
| Schedule "C" - | Deeds, Easements and Conveyances                    |
| Schedule "D" - | Plans   |
| Schedule "E" - | Work Cost Estimates                                 |
| Schedule "F" - | Notice Requirements for Offers of Purchase and Sale |

- (i) Stage 1-2 Archaeological Assessment of the Steel Crown Property, Part of Lot 18, Concession 7, Geographic Township of Croft, Municipal Township of Magnetawan, District of Parry Sound, prepared by Georgian Engineering, dated November, 2007;
  - (ii) Environmental Impact Study prepared by SARCO Ecological Services, dated October, 2007;
  - (iii) Servicing Options Report for Plan of Subdivision by Steel Crown Corporation in Municipality of Magnetawan, prepared by Georgian Engineering, dated November, 2007;
  - (iv) Suitability of Onsite Septic Systems for Steel Crown Subdivision, Municipality of Magnetawan, District of Parry Sound, prepared by Georgian Engineering; and
  - (v) "Peer Review Report" prepared by Michalski Nielsen dated August 12, 2008 (the "Michalski Nielsen Report"). Where the findings of this report conflict with the reports set out in subsection (i) through (iv) this report shall prevail.
- (b) all plans and specifications submitted to and accepted by the Municipality;
- (c) all applicable Municipal By-laws;
- (d) all applicable Provincial and Federal Legislation; and
- (e) the following reports submitted in support of the application for approval:

transfers/deeds, discharges and easements or other documents required by Schedule "C";

(e) Electrical Service - have provided to the Municipality written confirmation from the applicable Electrical Distribution Authority (Hydro One Networks) that it has received those plans necessary to identify the electrical distribution system, lighting requirements, and power supply to each lot or building or unit, as the case may be, and that the Subdivider has satisfied all requirements of the Authority to facilitate the installation of such electrical distribution system. Such confirmation shall also indicate that all works completed will be at no expense to the municipality.

(f) Intentionally Deleted

(g) Consulting Engineer's Letter - ensure that the Owner's Engineer files with the Municipality a letter confirming the terms of his retainer, and which letter shall be in draft format supplied by the Municipality

(h) Digital Plan of Subdivision - file with the Municipality two completed digital copies of the Plan of Subdivision. Each digital copy of the Plan of Subdivision must be in electronic format as specified by the Municipality. The Owner shall be responsible for ensuring that all amendments to the Plan of Subdivision occurring prior to the execution of this Agreement by the Municipality are incorporated into the digital submission.

4. MUNICIPAL SERVICES TO BE COMPLETED BY SUBDIVIDER

4.1 None

5. INTERNAL SERVICES TO BE CONSTRUCTED BY THE SUBDIVIDER

5.1 The Subdivider shall construct and install at its expense the internal services to the standards, specifications and requirements of the Municipality as set out in Schedule "D." The internal services to be constructed include the following:

(a) Private Road and related Stormwater Management Works - The Subdivider shall be responsible for constructing and installing, at its expense, the road and related stormwater management works in accordance with the Municipality Engineering Standards as shown in the Plans set out in Schedule "D". All work shall be conducted under the direction and supervision of the Subdivider's Engineer who will certify completion of all works to the satisfaction of the Municipality or its engineer.

5.2 Substantial Completion of Works - Upon Substantial Completion of the private road and related stormwater management works the Subdivider shall submit the following to the Municipality:

(a) certification from the Subdivider's Consulting Engineer confirming that the road is Substantially Complete and has been constructed in accordance with Schedule "D";

Upon receipt of the above-noted documentation from the Subdivider in acceptable form, the Municipality shall request its engineer to conduct all necessary inspections, and provided the municipality's engineer is satisfied that the Municipal Services are Substantially Complete, to issue a Certificate of Substantial Completion.

The Municipality or its engineer may issue a Certificate of Substantial

Completion subject to minor deficiencies, provided that the value of such deficiencies does not exceed five percent of the total cost as set out in paragraph 6(a) of Schedule "B" and "".

5.3 Road Name - The Subdivider shall receive approval from the Municipality of the road name prior to final approval.

## 6. SPECIAL PROVISIONS

6.1 Site Plans- The Subdivider acknowledges and agrees that the Municipality may amend (if necessary) its site plan control by-law to include these lands as being subject to site plan approval. In addition to any requirements therein, all site plans and site plan agreements regarding Lots 1 to 6 shall implement and incorporate the recommendations contained in the report prepared by Michalski Nielsen entitled "Peer Review Report" dated August 12, 2008.

6.2 Cash in Lieu of Parkland - The Subdivider shall pay \$30,000.00 as cash in lieu of parkland dedication.

6.3 Restrictions prior to sale and/or development of lots -The recommendations set out guidelines are to be adhered to in regards of clearing of the land:

(a) the shoreline (10 metre wide buffer) is to be disturbed as little as possible, consistent with access to the lakes shoreline, safety, and provision of views,  
(b) any land clearing, grubbing and construction, sedimentation and erosion control works, in the form of silt fencing and straw bales, be located along the down gradient edge of any proposed building envelopes.

## 7. CONDITIONS PRIOR TO THE ISSUANCE OF BUILDING PERMITS

7.1 Eligibility for Building Permits -The Subdivider further covenants and agrees that he, or any person claiming title through or from him, or under his or their authority, will not apply for, nor obtain, one or more Building Permits to construct residential buildings, dwelling units or any other structure for any Lots within the said lands, or commence any other Work as defined herein, until:

(a) Private Road - a Certificate of Substantial Completion has been issued pursuant to section 5.2;

(b) Site Plan Approval- the owner has submitted to the Municipality and received site plan approval pursuant to section 41 of the Planning Act;

(c) Detailed Plans - the owner has submitted plans prepared by a consulting engineer showing/incorporating the following:

(i) the proposed building location within the building envelope for the subject lot and the proposed location of any accessory structures on the subject lot,  
(ii) the site plan for proposed lots 1, 2, and 3 show the locations of biosphere opportunities and constraints in relation to the land uses. These would include forest swamps, intermittent tributaries, flood elevation, steep slopes (i.e. greater than

- (iii) the driveway, parking areas, and boat docks,
  - (iv) the location, size and elevation of the subsurface sewage system on the lot, and all pertinent engineering design criteria and standards,
  - (v) the drain fields for lots be located and maintained approximately as in Drawing No. 1 of the Suitability of Onsite Septic Systems prepared by Georgian Engineering to every extent possible, on-site "B" Horizon soils be incorporated into construction of the drain fields, if imported fill is needed to supplement the native on-site soils in constructing the drain fields it must show a high capability to retain phosphorus through electrostatic binding and mineralization (i.e. -greater than 50 milligrams of phosphorus/100 grams of soils),
  - (viii) location of water supply system,
  - (ix) existing and proposed grades of the disturbed areas of the subject lot after building, drainage and sewage works have been completed,
  - (x) vegetation and tree preservation,
  - (xi) during the period of land clearing, grubbing and construction, sedimentation and erosion control works, in the form of silt fencing and straw bales, be located along the the downgradient edge of the building envelope,
  - (xii) disturbed slopes and exposed soils be restored with appropriate plantings and seed mixtures, as soon after construction is feasible,
  - (xiii) erosion protection measures be maintained in good working order until the exposed soil has been greened up
- Where all of the information stated above appears on or in the approved Site Plan and accompanying site plan agreement referenced in subsection (b) and/or section 6.1, such documents shall be accepted in satisfaction of this condition.
- 7.2 Compliance - Nothing herein contained shall be deemed to obligate the Municipality to issue a Building Permit for any Lot(s) except in compliance with the Municipality's Building By-law, and all other applicable By-laws of the Municipality and applicable legislation of the Province of Ontario and in compliance with the provisions of this Agreement.
- 7.3 Application for Building Permits - Upon applying for a Building Permit, and prior to the issuance thereof, the owner, or its agent, shall duly complete a Municipal Building Permit Application and submit it to the Municipality for its approval. In so filling an Application for a permit, the owner, or his agent, is deemed to have stated, by an implied provision, that he is not knowingly in default under any municipal by-laws or applicable Provincial legislation or regulations or any of the provisions of this Agreement.
- 7.4 Documentation to Accompany the Building Permit Application - On any application for a Building Permit, and prior to the issuance thereof, the owner, or his agent, shall submit the following to the Municipality for the approval of the Municipal Engineer and/or the Chief Building Official:
- (a) Architectural/Engineering Plans - Plans and Specifications with respect to the proposed construction which are sufficient to establish conformity with the Ontario Building Code, the Municipality's Building By-law, and all other applicable law;
  - (b) Hydro One - confirmation from Hydro One Networks Inc., if not



11.1 Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.

11.2 The Subdivider shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement. In the event that the Municipality engages the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Subdivider and/or carry out on-site inspections of the work performed, the Municipality will advise the

11. EXPENSES TO BE PAID BY THE SUBDIVIDER

10.1 The Subdivider shall lodge with the Municipality, those cash deposits, development charges and security more particularly described in Schedule "B", and at the dates specified therein.

10.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits or security set out in Schedule "B" attached, the Subdivider shall pay such excess charges within 30 days after demand by the Municipality.

10. CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

9.1 The parties agree to a conveyance of those lands and easements more particularly described in Schedule "C" attached. The said conveyances shall be free and clear of all encumbrances.

9. CONVEYANCE OF LANDS AND EASEMENTS

8.1 The Subdivider consents to the registration of this Agreement by the Municipality and agrees to execute such further and other instruments and Documents as may be required by the solicitor for the Municipality for the purpose of giving effect to this Agreement.

8.2 The registration expense shall be included as a legal expense to the Subdivider.

8.3 This Agreement shall not be removed from title to the said lands without the prior written consent of the Municipality and there shall be no amendments to this Agreement, or changes in the schedules attached hereto, or to any plan accepted by the Municipality, unless such proposed amendments or changes have first been submitted to, and accepted by the Municipality.

8. REGISTRATION OF SUBDIVISION AGREEMENT

(c) Detailed Site Plan - the site plan identified in section 7.1(c) or such amended site plan as approved by the Municipality;

(d) Sewage Disposal System - Approval - an approval/permit from the North Bay Mattawa Conservation Authority or such other appropriate authority for the construction or placement of a sewage disposal system on the subject lot.

already confirmed in writing to the Municipality, that the electrical distribution system including transformers and individual supply to each lot has been installed, inspected and approved and that any required easements have been obtained;

Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

12. RESERVED

13. WARRANTIES

13.1 A one (1) year maintenance period, to guarantee that the private road and related storm water management works to be constructed by the Developer are free from defects of construction, shall commence after the installation, inspection, and certification of such works by the Subdivider's Consulting Engineer and issuance of the Certificate of Substantial Completion by the Municipality.

14. RESPONSIBILITY FOR ACCESS

14.1 To Provide Vehicular Access - the Subdivider and, subsequently, lot owners and/or the condominium corporation will at all times maintain proper vehicular access to the lots serviced by the private road.

14.2 No Assumption - The Subdivider agrees and acknowledges that the private road is not designed municipal standards for municipally owned and maintained roads.

15. EMERGENCY SITUATION

15.1 If, in the opinion of the Municipal Engineer, there is an emergency situation as a result of any work undertaken by the Subdivider or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Municipality or to eliminate a potential hazard to persons, such work may be done immediately by the Municipal Engineer at the expense of the Subdivider, but notice shall be given to the Subdivider at the earliest possible time.

16. DELIVERY OF TRANSFERS OR OTHER DOCUMENTS

16.1 If there are any Transfers, Postponements of Charges or Discharges of Mortgages or other documents to be executed and delivered under this Agreement and as set out in Schedule "C", such documents shall be delivered to, and approved by the solicitor for the Municipality.

16.2 The consideration for such conveyances shall be the sum of Two (\$2.00) Dollars. The cost of preparation, execution and registration thereof shall be the responsibility of the Subdivider.

17. INTENTIONALLY DELETED

18. INTENTIONALLY DELETED

19. INDEMNIFICATION FROM LIABILITY AND RELEASE

19.1 The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Subdivider or on his behalf in connection with the carrying out of the provisions of this

19.2 The Subdivider further covenants and agrees to release and forever

discharge the Municipality from and against all claims, demands, suits, 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 the said Lands or the adjacent properties, pursuant to this agreement, which may damage or interfere with the works of the Subdivider, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

20. APPLICATIONS OF LETTER OF CREDIT AND SECURITY

20.1 Any Letter of Credit or security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and Security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Subdivider.

20.2 In the event of default by the Subdivider under any of the provisions of this Agreement, the Municipality shall have the right, if it so elects, but shall be under no obligation to, realize on the securities or deposits filed by the Subdivider under the terms of this Agreement to complete any of the works or services to be constructed by the Subdivider, or to satisfy in any other way any of the obligations of the Subdivider pursuant to the terms of this Agreement.

21. REALIZATION OF SECURITY OR DEPOSITS

21.1 Default - If, in the event of default of the Subdivider under any of the provisions of this Agreement, it becomes necessary for the Municipality to realize on its security or deposits, then the Municipality (its servants, agents or sub-contractors) shall, if the Municipality so elects have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Subdivider under this Agreement, and for which security is held under this Agreement.

21.2 Exceeding Cost Estimates - If the costs of completion or repair exceeds the amount of security held by the Municipality, and the Municipality elects to cash any security held, such excess shall be paid by the Subdivider to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 18% per annum.

21.3 Save Harmless - The Subdivider on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its servants or agents or sub-contractors.

21.4 The Construction Lien Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c. C.13, this will constitute a

default and entitle the Municipality to realize upon its security.

22. LETTERS OF CREDIT - SURPLUS FUNDS

22.1 In the event that the Municipality cashes a Letter of Credit to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letter of Credit.

23. INTENTIONALLY DELETED

24. APPLICATION FOR REDUCTION OF LETTERS OF CREDIT - UPON EXPIRY OF WARRANTY PERIOD

24.1 Following the expiry of the warranty period the Subdivider shall satisfy the following procedures before the release of security by the Municipality:

- (a) Letter of Application - the Subdivider or his agent, shall file a letter of application with the Municipality;
- (b) Consultant's Certificate - accompanying the letter of application shall be a letter from the consulting engineer confirming that the internal works remain in the condition that existed when the Certificate of Substantial Completion was issued and that no remedial works are required;
- (c) Inspection and Clearance - the Municipality shall conduct an inspection and whereupon it is concluded that all works remain in accordance with the approved plans, the security shall be released. Where deficiencies exist the Municipality may allow the Subdivider to remedy such deficiencies and release securities upon their completion.

25. ESTOPPEL OF SUBDIVIDER

25.1 The Subdivider 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 Subdivider in any such proceedings.

26. NOTICES

26.1 Any Notice to be given by any party under this Agreement may be given by regular mail to:

The Municipality  
Municipality of Magnetawan  
P.O. Box 70  
4304 Hwy 520  
Magnetawan ON P0A 1P0

The Developer  
Steel Crown Corporation  
43 Ravenhill Cr., Markham, ON L3S 2V1

Any notice given shall be deemed to be delivered 5 days following the date of mailing. Parties may also send notice by facsimile transmission where a fax number has been provided to the other party.

27. TIME OF THE ESSENCE

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

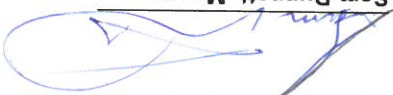
28. INTERPRETATION

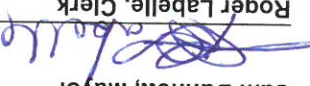
28.1 PROVIDED and it is hereby agreed that in construing these presents the word "Subdivider" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Subdividers" or "Chargees" or "Mortgagees" and "his", "hers", "its", or "their", respectively as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

28.2 And that all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.

28.3 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Subdivider, 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, liabilities and obligations imposed upon any subsequent owner of the lot or lots shall equally be binding upon the Subdivider, but only to the extent of the Subdivider's interest in any lot from time to time. All such covenants, liabilities and obligations on the part of the Subdivider or any subsequent lot owner shall be joint and several.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

  
Sam Dunnett, Mayor

  
Roger Labelle, Clerk

By The Corporation of the Municipality of Magnetawan on the 2 day of August 2011.

I have the authority to bind the corporation.

Name: Masimbanu Bhangy  
Title: Director

STEEL CROWN CORPORATION

By the Subdivider on the 17<sup>th</sup> day of July, 2011.

the following dates:

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on

**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.

28.4 In this agreement the term "Letter of Credit" may include a "performance bond" issued by a recognized financial/insurance institution, which performance bond has been approved and accepted by the Municipality and any such references to a Letter of Credit include such performance bond.

**SCHEDULE "A"**

**THIS IS SCHEDULE "A" TO THE CONSENT AGREEMENT BETWEEN STEEL  
CROWN CORPORATION AND THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN**

**Legal Description**

PCL 26585 SEC SS; PT LT 18 CON 7 CROFT PT 2 42R13876; MAGNETAWAN being  
all of P.L.N. 52086-0220;

**Plan**

The Plan of Subdivision of Part of Lot 18, Concession 7, Geographic Township of Croft,  
Municipality of Magnetawan, prepared by CDN Land Surveyors, dated February 11,  
2010, last revised September 15, 2010 is hereby incorporated by reference

Full size copies of the said Plans may be viewed at the Municipal Offices or copies  
may be obtained from the Municipality for a fee.

**SCHEDULE "B"**

**THIS IS SCHEDULE "B" TO THE CONSENT AGREEMENT BETWEEN STEEL CROWN CORPORATION AND THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY**

The Subdivider shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, development charges and security.

**1. TYPE OF SECURITY**

Any security required to be filed under this Agreement, shall be by Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

**2. REDUCTION OF SECURITY**

The Subdivider may, as portions of the work are completed, make application to the Municipality to reduce the security in accordance with the preceding provisions.

**3. REFUNDABLE DEPOSITS**

a) Warranty Against Defects - Security

If the Subdivider, by the terms of this Agreement, is required to construct municipal or internal works to which a warranty period applies, a cash deposit or Letter of Credit to the amount hereinafter set out, shall, on the date of the issuance of the Certificate of the Substantial Completion, be deposited with and retained by the Municipality for the periods set out in this Agreement after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement, in the amount set out hereinafter.

**4. INTEREST EARNED**

Any interest earned on cash deposits or on security cashed by the Municipality shall accrue to the Municipality.

**5. CASH DEPOSITS - FOR THE MUNICIPALITY**

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand:

a) For legal and engineering expenses and disbursements in connection of with all matters related to this Consent Agreement a preliminary deposit

\$ 5,000.00

**6. SECURITY SUMMARY**

(a) For Internal Works - Road and related Drainage Works (\$78,000 @ 15%)

\$11,700.00

**7. SECURITY FOR WARRANTY PERIOD**

(to be retained from the amounts set out in section 6(a) above upon acceptance of services by the Municipality)



\$30,000.00

(a) pursuant to section 6.2 for cash in lieu of parkland

CASH PAYMENTS:

9.

The parties hereto agree that in the event that the Contract price for the Municipal Services set out in Schedule "E" attached, is greater by 10% than the estimates in the said Schedules, then the security provided for above shall be increased to an amount equal to the tendered contract price.

ADDITIONS TO SECURITY

8.

\$11,700.00

(a) Internal Services  
Based on 15% of the cost of construction  
of the Internal Services

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE CONSENT AGREEMENT BETWEEN STEEL CROWN CORPORATION AND THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

DEEDS AND EASEMENTS TO BE CONVEYED

All title documents shall be properly drawn and executed by the parties, with the appropriate Lot or Block number inserted in the description of the document, and the registered Plan Number shall be left blank, to be inserted by the solicitors for the parties after the Plan is registered and a Plan Number assigned. The consideration for all conveyances shall be the sum of Two Dollars (\$2.00) and the cost of preparation, execution and registration thereof shall be borne by the Subdivider.

All documents to be registered, shall be prior approved by the Solicitor for the Municipality.

The following lands and easements shall be conveyed:

1. Lands to be Conveyed to the Municipality and for which a discharge is required  
Block B , Plan 42M-DRAFT
2. Easements to the Municipality
3. Lands for which a postponement of mortgage/charge is required.  
None.

All of the lands against which this agreement will be registered.

SCHEDULE "D"

**THIS IS SCHEDULE "D" TO THE CONSENT AGREEMENT BETWEEN STEEL CROWN CORPORATION AND THE MUNICIPALITY OF MAGNETAWAN**

PLANS

1. The following plans prepared by Urbis Engineering Ltd., File UE-10-3340, date March, 2010:
  - a. Road Layout, Sheet 1/2;
  - b. Logitudinal Profile Cross-Sections, Sheet 2/2.
2. The Report prepared by Darko Joksimovic, dated March 8, 2010.

For Road Works \$78,000.00

WORK COST ESTIMATES

THIS IS SCHEDULE "E" TO THE CONSENT AGREEMENT BETWEEN STEEL CROWN CORPORATION THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "E"

SCHEDULE "F"

THIS IS SCHEDULE "D" TO THE CONSENT AGREEMENT BETWEEN STEEL CROWN CORPORATION AND THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

NOTICE REQUIREMENTS FOR OFFERS OF PURCHASE AND SALE

The Subdivider shall include in all agreements of purchase and sale the following clauses as applicable to the lots specified herein. The Subdivider and its successors in title agree and acknowledge that failure to include such notices in an agreement of purchase and sale shall entitle the purchaser to treat the agreement of purchase and sale as voidable.

Tree/Vegetation Removal  
1. Prospective purchasers are advised that there shall no cutting and/or pruning of trees, save and except that necessary for the construction of a dwelling, driveway, septic system and permitted accessory buildings or, where a site plan has been submitted and approved, in accordance with the approved plans.

Site Plans Prior to Building Permit  
2. Prospective purchasers are advised that issuing building permits in respect of the lands, the municipality must approve a site plan showing the proposed locations of all buildings, structures, docks and areas where tree cutting would occur.

Work Permits for Shoreline Structures  
3. Prospective purchasers are advised work permits for shoreline structures may be required by the Ministry of Natural Resources and/or Department of Fisheries and Oceans and that shoreline construction may be subject to Provincial and/or Federal Regulations.;

Flood Elevations  
4. Prospective purchasers are advised that portions of these lands may be subject to flooding. The 100 year flood elevation on the lands is 283.1 metres above sea level as shown on the plan; in accordance with the applicable zoning, no dwelling shall be built below this floodline.

Ahmlic Lake: Controlled Water Levels  
5. Prospective purchasers are advised that water taken from Ahmlic Lake may not meet the Ministry of the Environment's standards for potable water supply and should be adequately filtered and disinfected prior to being used for human consumption and domestic purposes if at all.

Presence of Summer Camp  
6. Prospective purchasers are advised that adjacent lands are utilized for a children's camp during the summer months and there may be additional noise levels associated with camp activities and water sports.