

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2022 - 07

**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:
WILLIAM & NANCY WOODRUFF. – PART OF LOT 24 CONCESSION 10, FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CHAPMAN, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: 494401000223300).**

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 "This 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 9th day of February, 2022

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SITE PLAN AGREEMENT

THIS AGREEMENT made this 24th day of February, 2022

BETWEEN:

Woodruff, Nancy

Woodruff, William

(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 that are the subject to this Agreement are the lands described in Schedule "A" attached hereto and as specifically shown on a Site Plan attached hereto as Schedule "B" and which lands are referred to herein as "said lands";

AND WHEREAS the **OWNER** has obtained a zoning by-law amendment as part of the provisional consent from the Central Almaguin Planning Board on September 15, 2021 under File B022/21, MAGNETAWAN;

AND WHEREAS one of the conditions of the approval of this zoning by-law amendment is that the Owner enter into a Site Plan Agreement to establish a building envelope with a specified interior side yard setback from a licensed aggregate pit on the newly created lot and be registered on title;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and for other good and valuable consideration (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. **SCOPE OF AGREEMENT**

1.1 **DESCRIPTION OF LANDS**

The land affected by this Agreement are the lands described in Schedule "A" attached hereto, and as specifically shown on Schedule "B" attached hereto and referred to herein as "severed lands" being Part 10 on the plan.

1.2 **CONFORMITY OF AGREEMENT**

The **OWNER** covenants and agrees that all new 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.

2. **REGISTRATION OF THE AGREEMENT**

2.1 The **OWNER** agrees that all documents required herein shall be submitted in a form suitable to the **MUNICIPALITY** and suitable for registration.

- 2.2 The Agreement shall be registered on title to the subject lands as provided for by Section 41(10) of the Planning Act, by the Municipality, at the expense of the OWNER.
- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement

3. ISSUANCE OF BUILDING PERMITS

- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within four (4) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

4. DEVELOPMENT PROVISIONS

- 4.1 The OWNER agrees to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and waterways and agrees to only use a level of illumination that is consistent with the natural beauty of the surrounding properties and waterbody. All lighting shall be dark sky compliant lighting.
- 4.3 The OWNER further agrees to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts on the natural heritage features including any watercourse or waterbody.
- 4.4 The OWNER further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified for building, septic and driveways as shown in Schedule "B". In the areas outside of the building envelope in Schedule "B" vegetation shall be maintained and, only hazardous trees shall be permitted to be removed.
- 4.5 The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and wastewater from the land and from any buildings or structures thereon as shown on Schedule "B" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands, public highway or waterbody. The installation of storm water management works and the final grading of the subject lands, including any and all necessary ditching, culverts and construction mitigation measures will be provided by the OWNER.
- 4.6 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, waterbody or to any public road.
- 4.7 The OWNER acknowledges that the residential lands are in close proximity to an active licensed pit and therefore may be subject to emissions (noise, dust etc) due to the adjacent existing industrial use.

4.8 The OWNER acknowledges and agrees that the policies and requirements of the Municipality and the terms and conditions of approval of the license issued by the Ministry of Natural Resources shall take precedence over any interest the Owner may have that is not otherwise provided for under applicable law (such as the control of emissions such as noise as prescribed in guidelines made pursuant to the Environmental Protection Act) and that the OWNER accepts that there will be regular heavy truck traffic on the adjacent properties and roads, heavy industrial operations on adjacent properties such as crushing, screening, conveying, and machinery operation relating to excavation, stockpiling, loading, etc., that could, at times when the aggregate extraction operations are permitted to take place, impact on the quiet enjoyment of the Lands by the owner and/or occupants.

5. **OTHER REQUIREMENTS**

5.1 The OWNER agrees that nothing in this Agreement shall relieve him or her from complying with all other applicable agreements, 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 or its Chief Building Official from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

6. **BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**

6.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.

6.2 Following the completion of the works, the OWNER shall maintain to the satisfaction of the MUNICIPALITY, and at his or her sole expense, all the facilities or works described on Schedule "B".

6.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

6.4 The OWNER acknowledges that the Agreement is entered into under the provisions of Section 41(10) of the Planning Act, and that the expenses of the MUNICIPALITY arising out of the enforcement of this Agreement may, in addition to any other remedy the Municipality may have at law, be recovered as taxes under Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.

6.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.

6.6 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.

6.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

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

7.1 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'.

8. **NOTICE**

8.1 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 addresses:

OWNER'S NAME AND ADDRESS: William & Nancy Woodruff
309 Miller Road Municipality of
Magnetawan,
PO BOX 269 Magnetawan, ON
P0A 1P0


MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
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.

SIGNED, SEALED AND DELIVERED

In the presence of:



Witness



Witness

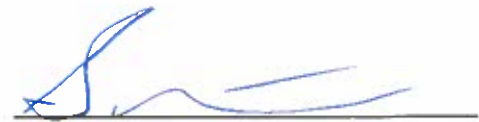



Nancy Woodruff



William Woodruff

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor
Sam Dunnett


CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

designated as Part 10, Plan 42R-21817 in the former Geographic Township of Chapman, now in the Municipality of Magnetawan

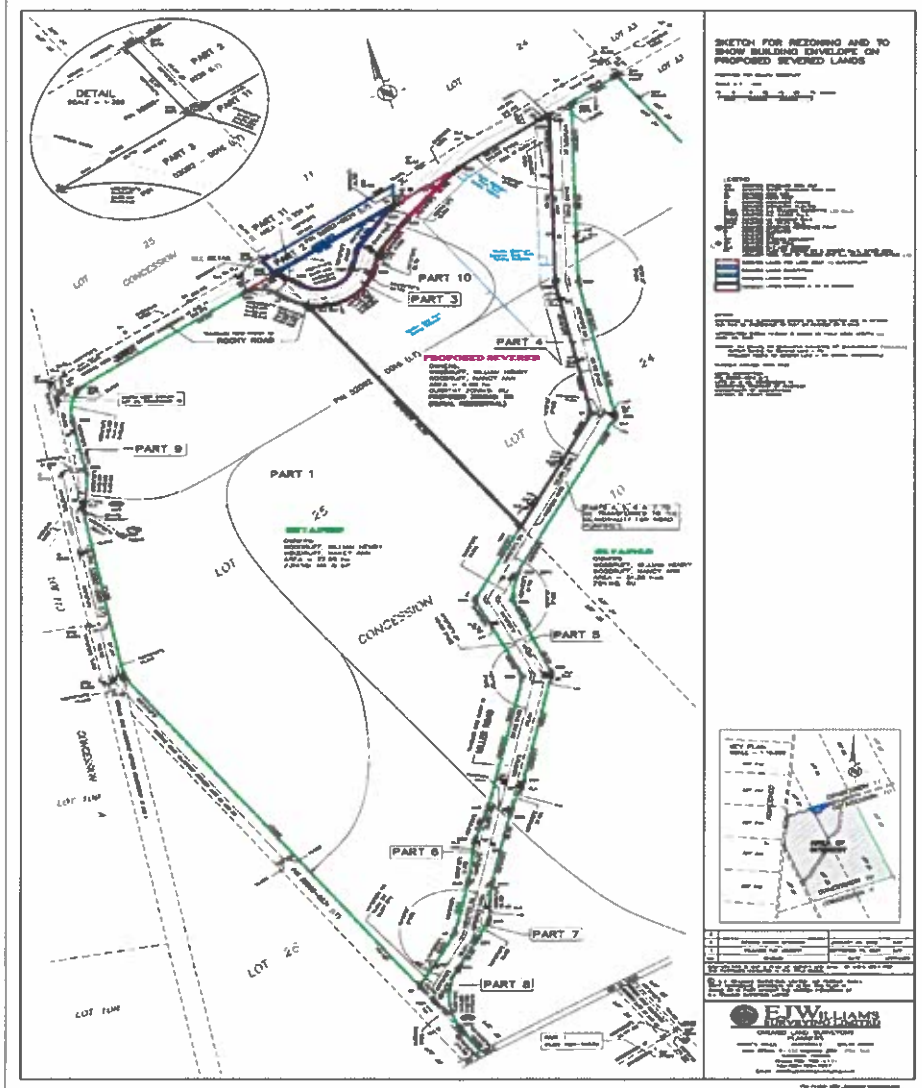
SCHEDULE "B"

SITE PLAN

The Site Plan signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the 24 day of February, 2022

Kersun Storm

Clerk



The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 52082 - 0016 LT Affects Part of Prop
Description PT LT 24 CON 10 CHAPMAN BEING PT 10, 42R21817, MAGNETAWAN
Address MAGNETAWAN

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
Address for Service 4304 Hwy 520, P.O. Box 70
Magnetawan, ON P0A 1P0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Sam Dunnett, Mayor & Kerstin Vroom, CAO/Clerk.

Party To(s) *Capacity* *Share*

Name WOODRUFF, WILLIAM HENRY
Address for Service 309 Miller Road, P.O. Box 269
Magnetawan, ON P0A 1P0

This document is not authorized under Power of Attorney by this party.

Name WOODRUFF, NANCY ANN
Address for Service 309 Miller Road, P.O. Box 269
Magnetawan, ON P0A 1P0

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule See Schedules

Signed By

Edward Brian Veldboom 505 Memorial Av., box 158 acting for **Signed** 2022 03 04
Orillia Applicant(s)
L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

RUSSELL, CHRISTIE, LLP 505 Memorial Av., box 158 2022 03 04
Orillia
L3V 6J3

Tel 705-325-1326