

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2022 - 16

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A REQUIREMENT UNDER SUBDIVISION AGREEMENT, WITH THE OWNERS OF THE LANDS: JEFF HUANG – LEGALLY DESCRIBED AS 42M-666 LOT 2, MUNICIPALITY OF MAGNETAWAN, MUNICIPALLY KNOWN AS 2 COBALT LANE, MAGNETAWAN. (ROLL: 494403000502303).

**AND WHEREAS**, a subdivision agreement was approved by the Council of the Municipality of Magnetawan 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 upon final approval from the Planning Consultant ensuring the site development does not offend the subdivision agreement.
2. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as "This Agreement."
3. That the Mayor and the Clerk are hereby authorized to execute the Agreement.
4. 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 13<sup>th</sup> day of April, 2022

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

  
\_\_\_\_\_  
Mayor

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

THIS AGREEMENT made in duplicate this 25 day of April — , 2022.

**BETWEEN:**

**JEFF HUANG**

(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 as, Plan 42M666, Lot 2 on Cobalt Lane (Roll No. 4944030005023020000), in the Municipality of Magnetawan;

**AND WHEREAS** the OWNER must enter into a Site Plan Agreement as a condition of the Subdivision Agreement to ensure all requirements under the Subdivision Agreement are being upheld;

**AND WHEREAS** the OWNER has made an application for site plan approval to facilitate the construction of a single detached dwelling and a boathouse on the subject lands;

**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;

**AND WHEREAS** this Agreement has been completed under the authority of Section 41 (26) of the *Planning Act*, cP13, as amended;

**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:

1. 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, Plan 42M666, Lot 2 on Cobalt Lane (Roll No. 4944030005023020000) 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 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.

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 filed and accepted by the MUNICIPALITY; and

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 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

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 OWNER agrees that all existing vegetation will be retained in a buffer around the subject lands and along the shoreline of the subject property as indicated in Schedule B of this Agreement.
- 7.2 The OWNER will not be required at any time to import vegetation into the buffer area where none currently exists.
- 7.3 The OWNER agrees that the Chief Building Official will not issue a building permit to carry out the development until this Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 7.4 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within two (2) 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. The MUNICIPALITY shall provide the OWNER with notice 30 days prior to termination of the Agreement.
- 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, waterbody or to any public road or highway.

- 7.6 The OWNER further agrees that any pathway(s) constructed within the shoreline vegetative buffer be a maximum width of 2 metres , meander, be constructed of permeable substances, and prohibit the removal of trees and riparian vegetation.
- 7.7 The OWNER also agrees to allow any disturbed areas of the Lands to regenerate and to plant further vegetation and trees if necessary from time to time if there is a loss of the shoreline vegetative buffer due to or as result of construction or development work having been carried out on the Lands or environmental conditions. The shoreline vegetative buffer shall be maintained to the satisfaction of the Municipality.
- 7.8 The OWNER further agrees not to excavate the Lands except for the purpose of construction in accordance with the Approved Plans referred to in Schedule "B". No soil, sand, gravel or other similar material shall be removed from the Lands except with the prior permission of the Municipality.
- 7.9 The OWNER agrees to incorporate the recommendations contained in the report prepared by Michalski Nielsen titles "Peer Review Report" dated August 12, 2008, which include the following:
  - 7.9.1 The drain field for the lot be located and maintained approximately as shown in Drawing No. 1 of the Suitability of Onsite Septic Systems prepared by Georgian Engineering.
  - 7.9.2 To every extent possible, on-site "B" Horizon soils be incorporated into construction of the septic field for the lot, owing to their high capability to irreversibly complex and retain phosphorus.
  - 7.9.3 Should imported fill be needed to supplement the native on-site soils in constructing the septic field, it must have a demonstrated high capability to retain phosphorus through electrostatic binding and mineralization (i.e., greater than 50 milligrams of phosphorus/100 grams soil).
  - 7.9.4 A minimum 10 metre wide natural shoreline buffer shall be maintained from the normal highwater mark of Ahmic Lake. A two (2) metre wide pathway shall be permitted within the buffer. Within the buffer area vegetation shall be maintained and, only hazardous trees shall be permitted to be removed.
  - 7.9.5 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 downgradient edge of the building envelope.
  - 7.9.6 Disturbed slopes and exposed soils be restored with appropriate plantings and seed mixtures, as soon after construction is feasible.
  - 7.9.7 The erosion protection measures be maintained in good working order until the exposed soils have been greened up.

- 7.9.8 The OWNER agrees to ensure that the septic systems are located above the flood contour line in accordance with the Suitability of Onsite Septic Systems report prepared by Georgian Engineering dated November 2007.
- 7.9.9 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.
- 7.9.10 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.
- 7.9.11 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.
- 7.9.12 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 on Schedule "B", the site plan.
- 7.9.13 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.
- 7.9.14 The OWNER agrees that the building drawings and elevations for the future garage shown on the approved site plan, are to be submitted to the MUNICIPALITY. The future garage shall be located as per the approved site plan and the OWNER shall obtain all applicable municipal approvals.

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 insure 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, as amended 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: Jeff Huang  
95 Scrivener Drive  
Aurora, ON  
L4G 08

MUNICIPALITY OF MAGNETAWAN: Kerstin Vroom, CAO/Clerk  
Municipality of Magnetawan  
PO Box 70  
4304 Hwy #520  
Magnetawan, ON  
POA 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

Jeff Huang

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

Mayor

Kerstin Room  
CAO / Clerk

We have authority to bind the corporation.



**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT**  
Plan 42M666, Lot 2 on Cobalt Lane(Roll No. 4944030005023020000)

## SCHEDULE "B"

### SITE PLAN

The Site Plan Signed by the Chief Administrative Officer of the Municipality of Magnetawan on the 25<sup>th</sup> day of April, 2022.

