

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2022 - 27

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED CONSENT, WITH THE OWNERS OF THE LANDS:

DARREN BECHTEL - LEGALLY DESCRIBED AS CON 1 PT LOT 10 PCL3508 S/S, MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS - ROLL NUMBER 4944 010 0010600000

AND WHEREAS, an application for a Consent was approved by the Committee of Adjustment 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 Deputy 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 15th day of June, 2022

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



Deputy Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SITE PLAN AGREEMENT

THIS AGREEMENT made this 20th day of OCTOBER, 2022

BETWEEN:

DARREN BECHTEL

(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 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 Concession 1, Part Lot 10, PCL 3508 S/S (Roll No. 4944 010 0010 6000) in the Municipality of Magnetawan;

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

AND WHEREAS the OWNER has obtained approval for provisional consent from the Central Almaguin Planning Board under File B005/21.

AND WHEREAS one of the conditions of provisional approval is for the OWNER to enter into a site plan agreement to implement the recommended measures contained in the Lakeshore Capacity and Fish Habitat Assessment for Horn Lake prepared by Hutchison Environmental Sciences Ltd and dated May 1, 2018, including shoreline vegetation protection areas and dock locations; and establish the location of suitable building envelopes.

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 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 "said lands".

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 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.

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. Notwithstanding the general depiction of the proposed dwelling within the building envelope on the site plan, the specific location and size/dimensions of the dwelling as shown may be modified at the time of application for a building permit, subject to the performance standards set out in the Zoning By-law and the application of the remaining provisions of this section 4.
- 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 acknowledges and agrees that the building envelopes shown on the approved Site Plan are intended to provide flexibility in the location and design of any proposed dwelling and related private sanitary sewage disposal

system and that clearing of the entire approved building envelope is not to occur. Recognizing the foregoing, the Owner acknowledges that and agrees that clearing of vegetation (including trees) and site alteration activities within the building envelopes will be limited as follows:

- a) such area necessary for the construction and operation of the private sanitary sewage disposal system and any path for the connection of such system to the dwelling to be constructed;
- b) the area of the "foot print" of any dwelling;
- c) any area within the 6 metres of the area set out in subsection b);
- d) the area of the footprint of any permitted accessory building and within 3 metres of such accessory building.

In addition to the foregoing the Owner further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified as the building envelope, and outside of driveways and path located outside the building envelope, all as shown on Schedule "B", the site plan.

- 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 waste water 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, vegetative buffers, 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 For those buildings and/or structures that are permitted in the shoreline buffer and/or at the shoreline, minor deviations to the location shown on the Site Plan, Schedule "B" necessitated by the conditions, topography and structural orientation are permitted.
- 4.7 The OWNER agrees that all existing vegetation will be retained in a vegetation buffer to a distance of 20 metres from the normal or maintained high water mark except for a 2 metre wide path to the dock envelope in accordance with Schedule "B."
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 Disturbed slopes and exposed soils be restored with appropriate plantings and seed mixtures, as soon after construction is feasible.
- 4.12 The erosion protection measures be maintained in good working order until the exposed soils have been greened up.
- 4.13 Prior to site alteration and the issuance of a building permit, the OWNER agrees to implement the mitigation measures contained in the Lakeshore Capacity Assessment prepared by Hutchison Environmental Services dated May 1, 2018, which include the following:

- 4.13.1 Septic systems shall be located at least 30 metres from a watercourse or waterbody.
- 4.13.2 A natural shoreline vegetation buffer shall be preserved within at least 20 metres of all watercourses and waterbodies wherever possible except for the removal of hazardous trees and a 2.0 metre wide pathway to the shoreline.
- 4.13.3 The proponent shall complete storm water management works that will ensure that off-site surface water quality and quantity is not adversely impacted by the development. Direct outfalls to surface waters should be avoided and wherever possible developments shall utilize infiltration as a method for storm water management. The discharging of roof leaders, use of soak away pits and other measures to promote infiltration. Other specific design options for consideration include: grassed and vegetated swales, filter strips, roof leaders and French drains.
- 4.13.4 Prior to any site alteration or issuance of a building permit, an Erosion and Sediment Control plan shall be prepared in accordance with the Lakeshore Capacity Assessment prepared by Hutchison Environmental Services dated May 1, 2018, and should address the following:
- Utilize a multi-barrier approach;
 - Retain existing vegetation;
 - Minimize land disturbance area;
 - Slow down and retain runoff to promote settling;
 - Divert runoff from problem areas;
 - Minimize slope length and gradient of disturbed areas;
 - Maintain overland sheet flows and avoid concentrate flows; and
 - Store/stockpile soil away from watercourses, drainage features, and tops of steep slopes.
- 4.14 Utilize Waterloo Biofilter Systems with EC-P units to minimize sewage related-TP.

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: Darren Bechtel
2891 Brunel Road,
Huntsville, ON
P1H 2J3

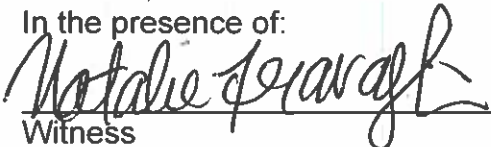
MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
Magnetawan, ON
P0A 1P0

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.


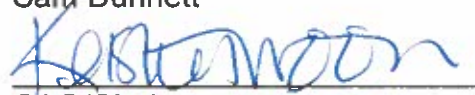
SIGNED, SEALED AND DELIVERED

In the presence of:


Witness


Darren Bechtel

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

Concession 1, Part Lot 10, PARTS 1 TO 3, PCL 3508, 42R-21844 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 20th day of October, 2022

Clerk

