

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 - 30

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT WITH THE OWNERS OF THE LANDS – KEILLER CAPITAL CORP. DESCRIBED AS PART LOT 3, CONCESSION 6, TOWNSHIP OF SPENCE, MUNICIPALITY OF MAGNETAWAN

WHEREAS the Planning Act, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

AND WHEREAS, an application and site development plans have been submitted for lands described as PART LOT 3, CONCESSION 6, TOWNSHIP OF SPENCE, MUNICIPALITY OF MAGNETAWAN;

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 8th day of April, 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor

CAO/Clerk

THIS AGREEMENT made in duplicate this ____ day of _____ 2020, Bylaw No. ____

BETWEEN:

Keiller Capital Corp.

(the "Owner")

-and-

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(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 legally described as Part Lot 3, Concession 6, Township of Spence, in the Municipality of Magnetawan (the "Subject Lands");

AND WHEREAS the OWNER obtained a minor variance from the Municipality's Committee of Adjustment on 23 October 2019 to permit an enlargement of the existing legal non-complying dwelling on the Subject Lands (Resolution No. 2019-323) (the "Addition"). The variance was for an encroachment into the required front yard setback. A condition of that approval was that the OWNER enter into a site plan agreement with the MUNICIPALITY to be registered on title;

AND WHEREAS this Site Plan Agreement (the "Agreement") has been completed under the authority of Section 41 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, and the terms set out herein the OWNER and the MUNICIPALITY (the "Parties") 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 Part Lot 3, Concession 6, Township of Spence, 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) It will complete all on-site construction required herein, in accordance with the Site and building permit 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 additions to Schedule "B" unless such changes have been first submitted to, and accepted by, the MUNICIPALITY and/or any other approval authority having jurisdiction.
- 2.2 Schedule "B" shows the original location of the Bunkie, now demolished, on the Subject Lands. The Municipality acknowledges that it is the intention of the Owner to seek planning approval through a minor variance application to reconstruct the Bunkie in that same location. Should the Owner obtain such approval the Addition shall be deemed to include the Bunkie.

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 remove this Agreement from title without first obtaining the authorization in writing from the MUNICIPALITY which authorization shall not be unreasonably withheld.
- 4.6 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement.

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 are included in, and form a part of, this Agreement.

7. DEVELOPMENT PROVISIONS

- 7.1 The OWNER agrees to absolve the Municipality of any liability, should flooding from the lake or ice damage from the lake occur to the dwelling.
- 7.2 The OWNER agrees to construct all buildings and structures requiring a building permit in accordance with this or a successor Agreement, the Municipality's Zoning By-law 2001-26 and building permits issued by 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 acting reasonably.
- 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, as amended, shall be used where applicable 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: Keiller Capital Corp.
66 Wellington Street, West, #4100
Toronto, Ontario
MSK 1B7
Attention: David Brown

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

on behalf of Keiller Capital Corp
I have the authority to bind the Corporation
{seal}

Dated this ____ day of _____, 2020.

**THE CORPORATION OF THE MUNICIPALITY
OF MAGNETAWAN**

Sam Dunnett, Mayor

Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

Part of Lot 3, Concession 6, Township of Spence, more particularly Pcl 16880 Sec Ss;
Pt Lt 3 Con 6 Spence Being Location C&j3 Pt 1, 42R2632; Magnetawan, being all of the
lands described in PIN 521330078

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SCHEDULE "B"

SITE PLAN

The Site Plan Signed by the Chief Administrative Officer/Clerk of Municipality of Magnetawan on the ____ day of _____, 2019 is hereby incorporated by reference.

