

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 - 38

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT WITH THE OWNERS OF THE LANDS – HOWARD V SCHNEIDER AND EARL D SCHNEIDER KNOWN AS 1270 BEAVER LAKE ROAD AND ARE LEGALLY DESCRIBED AS CONCESSION 6, LOT 2, TOWNSHIP OF SPENCE, PCL 5544 S/S, IN THE 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 known as 1270 Beaver Lake Road and are legally described as Concession 6, Lot 2, Township of Spence PCL 5544 S/S, in the Municipality of Magnetawan.

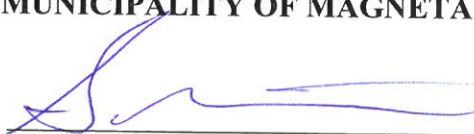
AND WHEREAS, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

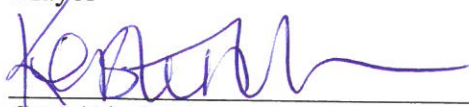
1. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as "This Agreement."
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is 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 10th day of June, 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this ____ day of _____, 2020.

BETWEEN:

HOWARD V SCHNEIDER AND EARL D SCHNEIDER
(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 municipally known as 1270 Beaver Lake Road and are legally described as Concession 6, Lot 2, Township of Spence, PCL 5544 S/S, in the Municipality of Magnetawan;

AND WHEREAS the OWNER has been granted approval of consent application B019/19 for one new lot.

AND WHEREAS notwithstanding the foregoing the parties agree that the overall development of the subject lands would be most appropriately addressed through a site plan agreement;

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, 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 municipally known as 1270 Beaver Lake Road and are legally described as SPENCE CON 6 LOT 2 PCL 5540 S/S, 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';

- 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.

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 vegetation buffer to a distance of 20 metres from the normal or maintained high water mark.
- 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 to provide for the grading or change in elevation or contour of the land and the disposal of storm, surface and waste water from the lands and from any buildings or structures in such a way as 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 or road.
- 7.4 The OWNER agrees that the construction of any buildings and/or structures be above the applicable flood elevation, to the satisfaction of the Municipality.

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

Howard V Schneider

Witness

Earl D Schneider

**THE CORPORATION OF THE MUNICIPALITY
OF MAGNETAWAN**

Sam Dunnett, Mayor

Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

SCHEDULE "B"

SITE PLAN

The Site Plan Signed by the Chief Administrative Officer/Clerk of Municipality of Magnetawan on the ____ day of ____, 2020.

