

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.

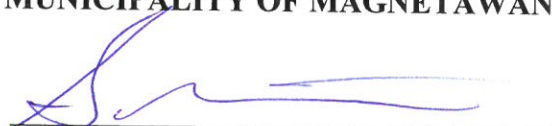
AND WHEREAS, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

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

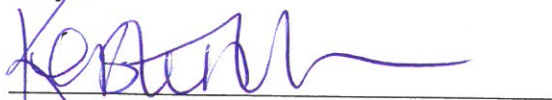
1. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as "This Agreement."
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is 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 19th day of November, 2020. Bylaw 2020-38.

BETWEEN:

HOWARD V SCHNEIDER AND SHIRLEY MARGARET 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 5540 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';

- 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
- 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.

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.

7.5 Prior to the issuance of a building permit, the owner shall survey the location of the normal or maintained high water mark.

7.6 Prior to the issuance of a building permit, the owner shall provide an updated site plan to the Municipality identifying the location of the normal or maintained high water mark, the vegetation protection area and the location any proposed buildings or structures.

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 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:

Howard V Schneider
398 Catherine Ave N
Hamilton, ON L8L 4T6

Shirley Margaret Schneider
31 Glenwood Dr
Brantford, ON N3S 3G3

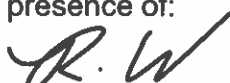
MUNICIPALITY OF MAGNETAWAN: Kerstin Vroom, CAO/Clerk
Municipality of Magnetawan
PO Box 70
4304 Hwy #520
Magnetawan, ON
POA 1P0

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



Witness



Howard V. Schneider




Shirley Margaret Schneider

**THE CORPORATION OF THE MUNICIPALITY
OF MAGNETAWAN**



Sam Dunnett, Mayor



Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

SCHEDULE "A"

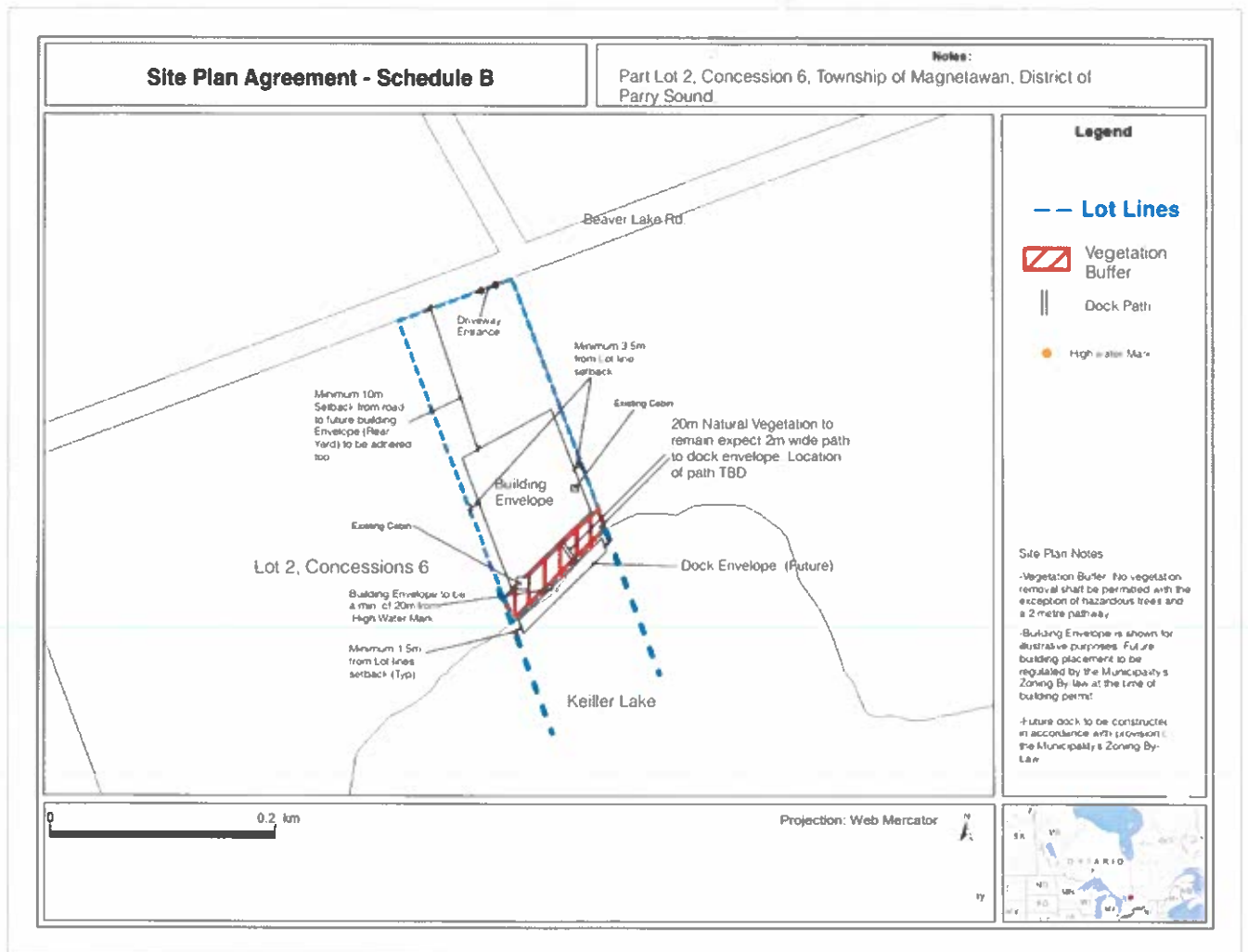
LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

SPENCE CON 6 LOT 2 PCL 5540 S/S,

SCHEDULE "B"

SITE PLAN

The Site Plan Signed by the Chief Administrative Officer/Clerk of Municipality of Magnetawan on the 19th day of November, 2020.



[Handwritten signature]

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

Properties

PIN 52133 - 0059 LT
Description PCL 5540 SEC SS; BROKEN LT 2 CON 6 SPENCE LYING N OF KEILLER LAKE; MAGNETAWAN
Address 1270 BEAVER LAKE ROAD
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 P.O. Box 70, 4304 Hwy #520
Magnetawan, ON P0A 1P0
Attention: Chief Administrative Officer

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 SCHNEIDER, HOWARD VINCENT
Address for Service 398 Catherine Avenue North
Hamilton, ON L8L 4T6

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

Name SCHNEIDER, SHIRLEY MARGARET
Address for Service 31 Glenwood Drive
Brantford, ON N3S 3G3

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 2021 01 18
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 2021 01 18
Orillia
L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30