

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 - 58

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT WITH THE OWNERS OF THE LANDS – GARY OLNEY AND SHIRLEY OLNEY KNOWN AS 292 CLAYTON’S BAY TRAIL AND ARE LEGALLY DESCRIBED AS CONCESSION 5, PART LOTS 19 AND 20, RP 42R18872, PARTS 1 AND 2 RP 42R19090, PART 3 FORMER GEOGRAPHIC TOWNSHIP OF CROFT, IN THE MUNICIPALITY OF MAGNETAWAN (ROLL: 4944030004 1215)

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 292 Clayton’s Bay Trail and are legally described as Concession 5, Part Lots 19 and 20, RP 42R18872, Parts 1 and 2 RP 42R19090, Part 3 Former Geographic Township of Croft 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 14th day of October, 2020

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this 20th day of October, 2020.

BETWEEN:

**SHIRLEY TINA OLNEY
GARY PATRICK OLNEY**
(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 Concession 5, Part Lots 19 and 20, RP 42R18872, Parts 1 and 2 RP 42R19090, Part 3 former geographic Township of Croft and municipally know as 292 Clayton's Bay Trail in the Municipality of Magnetawan. (Roll Number: 4944 030 004 12515)

AND WHEREAS the OWNER has been granted approval of Zoning By-law Amendment application 2020-55 for the establishment of a secondary dwelling unit and associated site specific provisions.

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 292 Clayton's Bay Trail in the Municipality of Magnetawan and are legally described as Concession 5, Part Lots 19 and 20, RP 42R18872, Parts 1 and 2 RP 42R19090, Part 3 former geographic Township of Croft 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.

7.7 The OWNER agrees to provide to sufficient parking spaces in an area that is in close proximity to the secondary dwelling unit and that does not require excessive vegetation removal.

7.8 The OWNER agrees to make arrangements for snow storage on the property in accordance with the existing Municipal by-laws to ensure safe access to the secondary dwelling unit.

7.9 Where lighting is proposed, the Owner agrees to provide full cut-off dark sky compliant lighting for all new development. Exterior lighting shall avoid light trespass, and does not impose glare on neighbouring properties.

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:

Gary Olney
3242 Baron Drive
Bloomfield Hills, MI, USA
48302

Shirley Olney
3242 Baron Drive
Bloomfield Hills, MI, USA
48302

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:

Michelle Thomas

Witness

Michelle Thomas

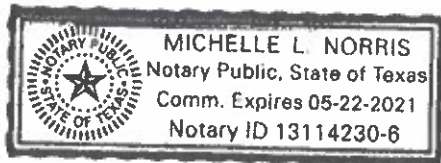
Witness

[Signature]

Gary Olney

[Signature]

Shirley Olney



**THE CORPORATION OF THE MUNICIPALITY
OF MAGNETAWAN**

[Signature]

Sam Dunnnett, Mayor

[Signature]

Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

Concession 5, Part Lots 19 and 20, RP 42R18872, Parts 1 and 2 RP 42R19090, Part 3 former geographic Township of Croft, in the Municipality of Magnetawan.

SCHEDULE "B"

SITE PLAN

The Site Plan Signed by the Chief Administrative Officer/Clerk of Municipality of Magnetawan on the 23rd day of October, 2020.

