

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW 2021- 15

Being a By-law to provide for the execution of a Site Plan Agreement with the Owners of the land legally described as Con 2 , Lot Number 7-8, Registered Plan M-34 Lot/BlockA, Reference Plan PSR-938, Part 7, 9, 11, Parcel 15038SS, Municipality of Magnetawan, District of Parry Sound and municipally known as 191 Little Lane in the Municipality of Magnetawan.

WHEREAS the Planning Act R.S.O. 1990, c. P. 13. Section 41 as amended provides that where an area is shown or described as a site plan control area in an Official Plan, Council may by By-law designate the whole or any part of the area site plan control area.

AND WHEREAS Section 8.2 of the Municipality of Magnetawan Official Plan designates the entire municipality as a site plan control area and sets out general policies concerning site plan control.

AND WHEREAS the Official Plan for the Municipality of Magnetawan enables the use of site plan control for lands to mitigate impacts of residential development on special environmental features.

AND WHEREAS By-law 2010-44, as amended, designates the subject lands as an area to which site plan control may apply.

AND WHEREAS the Council of the Corporation of Municipality of Magnetawan deems it expedient to require the Owners to enter into a Site Plan Agreement pursuant to the Planning Act, R.S.O. 1990 c. P.13, s.41 as a condition of permitting the proposed development to proceed;

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

1. That the Corporation of the Municipality of Magnetawan enter into a Site Plan Agreement with the Owners of the subject lands, as attached as "Schedule 1" to this By-law.
2. That the Mayor and the Clerk-Administrator are hereby authorized and directed to execute such Agreement, substantially in the format attached, on behalf of the Corporation of the Municipality of Magnetawan and to affix thereto the Corporate Seal of the Municipality and to deliver the same on behalf of the Corporation of the Municipality of Magnetawan.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 17th day of March 2021.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**


Deputy Mayor

CAO/Clerk

Properties

PIN 52085 - 0076 LT Affects Part of Prop
 Description PART LOT 7, CON 2, GEOGRAPHIC TOWNSHIP OF CROFT, BEING PART 1,
 42R-21162; MAGNETAWAN
 Address 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 Kerstin Vroom, CAO
 Municipality of Magnetawan
 P.O. Box 70
 Magnetawan, ON P0A 1P0

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 LITTLE, JOHN WILLIAM
 Address for Service c/o John William Little
 P.O. Box 85
 Magnetawan, ON P0A 1P0

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

Name LITTLE, THOMAS EDWARD
 Address for Service c/o John William Little
 P.O. Box 85
 Magnetawan, ON P0A 1P0

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

Name LITTLE, MARGARET KAREN
 Address for Service c/o John William Little
 P.O. Box 85
 Magnetawan, ON P0A 1P0

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

Name LITTLE, TARA CHRISTINE
 Address for Service c/o John William Little
 P.O. Box 85
 Magnetawan, ON P0A 1P0

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

Name LITTLE, JOHN WILLIAM
 Address for Service c/o John William Little
 P.O. Box 85
 Magnetawan, ON P0A 1P0

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
 Orillia
 L3V 6J3

acting for
 Applicant(s)

Signed 2021 05 06

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

Signed By

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
Orillia
L3V 6J3

2021 05 06

Tel 705-325-1326

Fax 705-327-1811

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Applicant Client File Number : 63-283-362

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
SITE PLAN AGREEMENT

THIS AGREEMENT made this 3/24/2021 day of 1 2116 PM PDT, 2021.

BETWEEN:

LITTLE JOHN WILLIAM, LITTLE THOMAS EDWARD, LITTLE MARGARET KAREN,
LITTLE TARA CHRISTINE, LITTLE JOHN WILLIAM

(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 lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto and as specifically shown on a Site Plan attached hereto as Schedule "B" and which lands are referred to herein as "said land";

AND WHEREAS the OWNER has obtained a provisional consent from the Central Almaguin Planning Board under File B002/20 Magnetawan;

AND WHEREAS one of the conditions of the approval of this consent is that the Owner enter into a Site Plan Agreement to preserve existing vegetation outside an appropriate building envelope;

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:

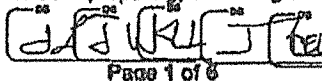
- a) The provisions of this Agreement;
- b) The Site Plan attached as Schedule 'B';
- c) All applicable Municipal By-laws and all applicable Provincial and Federal legislation.

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.


Page 1 of 6

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.

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.

4.4 The OWNER further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified for building, septic and driveways as shown on Schedule "B", the site plan.

4.5 The OWNER further agrees to provide for the grading or change in elevation or contour of the land and the disposal of storm, surface and wastewater 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, 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 The OWNER further agrees that the Site Plan, Schedule "B", shows the locations in which buildings are to be erected. Except for minor deviations necessitated by conditions, topography, and deviations for structural orientation, no building will be located on the subject lands except in accordance with Schedule "B".

4.7 The OWNER agrees 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, waterbody or to any public road.

4.8 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.

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 enure 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) Have paid all other invoices issued and outstanding by the Municipality on the said lands;
 - c) 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;
 - d) 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: c/o LITTLE, JOHN WILLIAM
P.O. Box 85
Magnetawan, ON
POA 1P0

MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
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:

DocuSigned by
Dan Payerl
Witness

DocuSigned by
John Williams
JOHN WILLIAM LITTLE

DocuSigned by
Dan Payerl
Witness

DocuSigned by
Thomas Edward Little
Thomas Edward Little

DocuSigned by
Dan Payerl
Witness

DocuSigned by
Karen Little
Margaret Karen Little

DocuSigned by
Dan Payerl
Witness

DocuSigned by
Tara Christine Little
Tara Christine Little

DocuSigned by
Dan Payerl
Witness

DocuSigned by
John Williams
JOHN WILLIAM LITTLE

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Sam Dunnett
Mayor
Sam Dunnett

Kerstin Vroom
CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

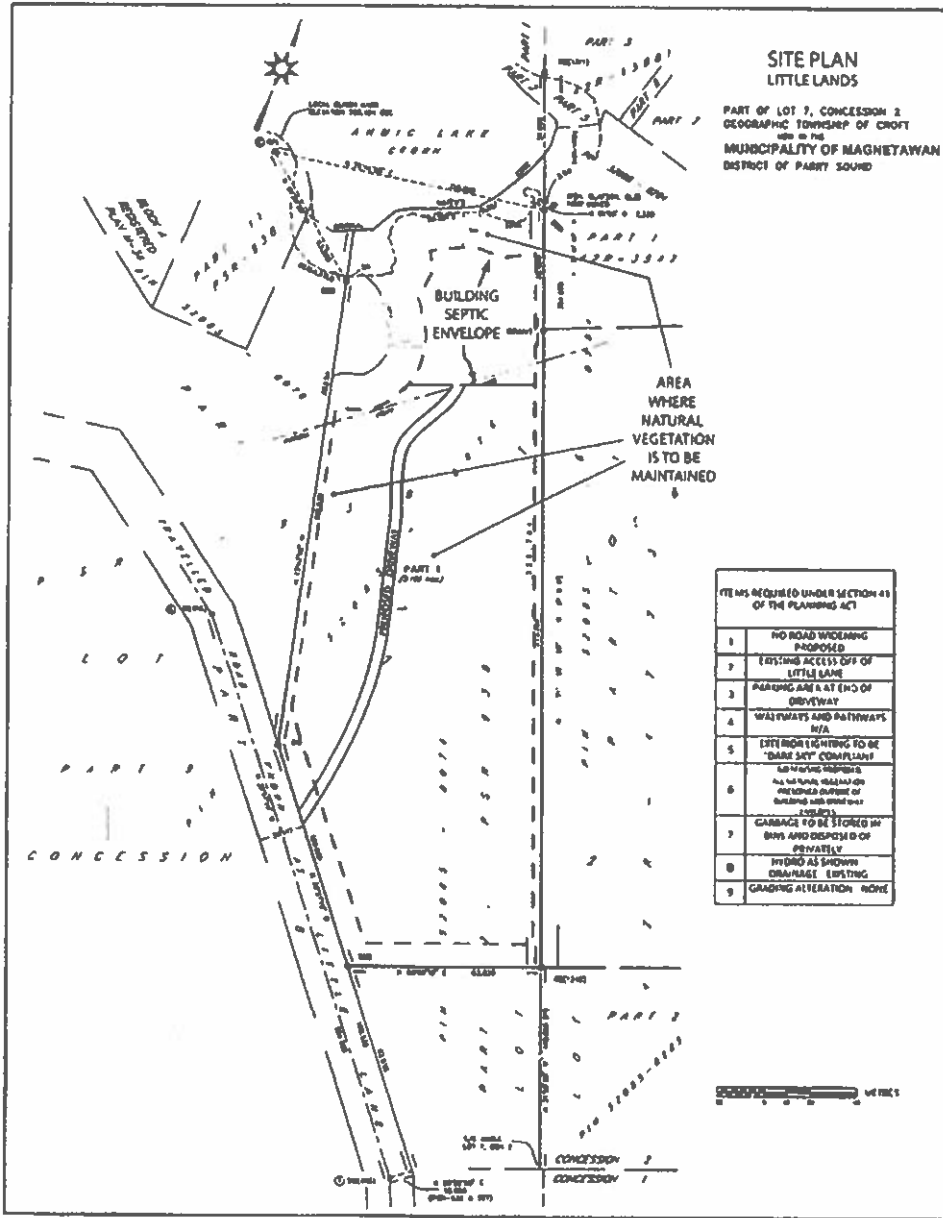
P.I.N. 52085-0078 - Part of Lot 7, Concession 2, geographic Township of Croft, now in the Municipality of Magnetawan, being Part 1 of Reference Plan No. 42R-21162.

A handwritten signature, possibly "J. J. K. J. J.", is written across a grid of small squares. The signature is written in black ink and is somewhat stylized.

SCHEDULE "B"

SITE PLAN

The Site Plan Signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the 24th day of March, 2021



DS DS DS DS DS