

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2021 - 30

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED CONSENT, WITH THE OWNERS OF THE LANDS:

DARROLL PARSONS AND CAROL BANDIERA - LEGALLY DESCRIBED AS CROFT CON 10 PT LOT 16 RP42R12274 PARTS 9 TO 11 SUBJECT R-O-W PCL 25614 SS, MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS 194 SHADOWS END LANE – ROLL NUMBER 4944 030 0022 2200

AND WHEREAS, an application for a Consent was approved by the Committee of Adjustment with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

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 19th day of May, 2021

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SITE PLAN AGREEMENT

THIS AGREEMENT made this 13 day of August, 2021

BETWEEN:

PARSONS, Darroll

BANDIERA, Carol

(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 on December 16, 2020 under File B013/20, 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.
- 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. Notwithstanding the general depiction of the proposed dwelling within the building envelope on the site plan, the specific location and size/dimensions of the dwelling as shown may be modified at the time of application for a building permit, subject to the performance standards set out in the Zoning By-law and the application of the remaining provisions of this section 4.
- 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 including any watercourse or waterbody.
- 4.4 The OWNER further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified as the building envelope, and outside of driveways and path located outside the building envelope, all as shown on Schedule "B", the site plan.
- 4.5 The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and waste water 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 For those buildings and/or structures that are permitted in the shoreline buffer and/or at the shoreline, minor deviations to the location shown on the Site Plan,

Schedule "B" necessitated by the conditions, topography and structural orientation are permitted.

- 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 except for a 2 metre wide path to the dock envelope in accordance with Schedule "B".

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 ensure 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) 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'.

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: Darroll Parsons
9 Evergreen Court,
Brantford, ON
N3T 6J5

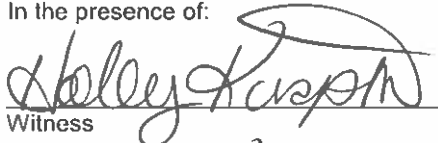
MUNICIPALITY: Kerstin Vroom, Clerk
Municipality of Magnetawan
P.O. Box 70
Magnetawan, ON
P0A 1P0

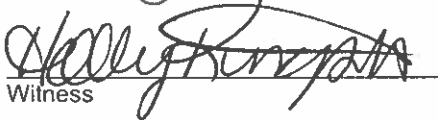
THIS AGREEMENT shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

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:

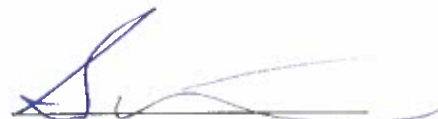

Witness



Witness


Darroll Parsons


Carol Bandiera

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Mayor
Sam Dunnett


CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

CROFT CON 10 PT LOT 16 RP42R12274 PARTS 9 TO 11 SUBJECT TO R-O-W PCL
25614 SS, municipally known as 194 Shadow's End Lane.

SCHEDULE "B"

SITE PLAN

The Site Plan signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the 13th day of August, 2021

Kirstin Moon
Clerk

