

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2021 - 45

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:
527772 ONTARIO INC. - LEGALLY DESCRIBED AS CROFT CON 3, PT LOT 19, CON 4, LOTS 18 AND 19, PCL 1843 S/S IN THE MUNICIPALITY OF MAGNETAWAN, MUNICIPALLY KNOWN AS 180 LOST FOREST PARK LANE, MAGNETAWAN- ROLL NUMBER 4944030004099000000**

WHEREAS, an application for a Zoning By-law Amendment was approved by the Council 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 1st day of September, 2021

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this 23 day of September, 2021.

BETWEEN:

**527772 ONTARIO INC.
C/O NORMAN F. PUHL**

(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 more particularly described as 180 Lost Forest Park Lane, Concession 3, Part Lot 19, Concession 4, Lots 18 & 19 PCL 1843 S/S, former geographic Township of Croft, now in the Municipality of Magnetawan;

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

AND WHEREAS this Agreement has been completed under the authority of Section 41 (26) 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 generally described as 180 Lost Forest Park Lane, Concession 3, Part Lot 19, Concession 4, Lots 18 & 19 PCL 1843 S/S, former geographic township of Croft, now 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. Any offer of Purchase and Sale that does not contain a clause advising the potential purchaser of this Agreement, may be deemed null and void by the potential purchaser.

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 deems 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 the area between the shoreline and any Park Model Trailer or attached deck shall be known as a vegetation preservation and regeneration area where vegetation removal shall only occur for trees that are a safety hazard. Revegetation through native plantings shall be encouraged.

7.2 The OWNER agrees that only unhealthy vegetation or vegetation that is a safety hazard may be removed.

7.3 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 highway.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

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 insure to the benefit of and 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:

527772 Ontario Inc. C/O
Norman F. Puhl, President
143 Farmington Way,
London, ON
N6K 3N7

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:

527772 Ontario Inc.



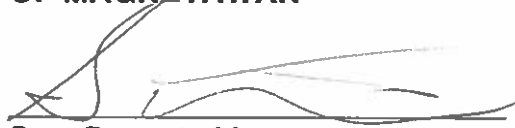
Witness

per: 

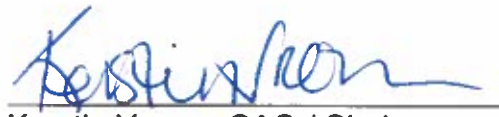
Name: Norman F. Puhl
Title: President

I have authority to bind the corporation.

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

180 Lost Forest Park Lane, Concession 3, Part Lot 19, Concession 4, Lots 18 & 19 PCL 1843 S/S, former geographic township of Croft, now in the Municipality of Magnetawan, municipally known as 180 Lost Forest Park Lane.

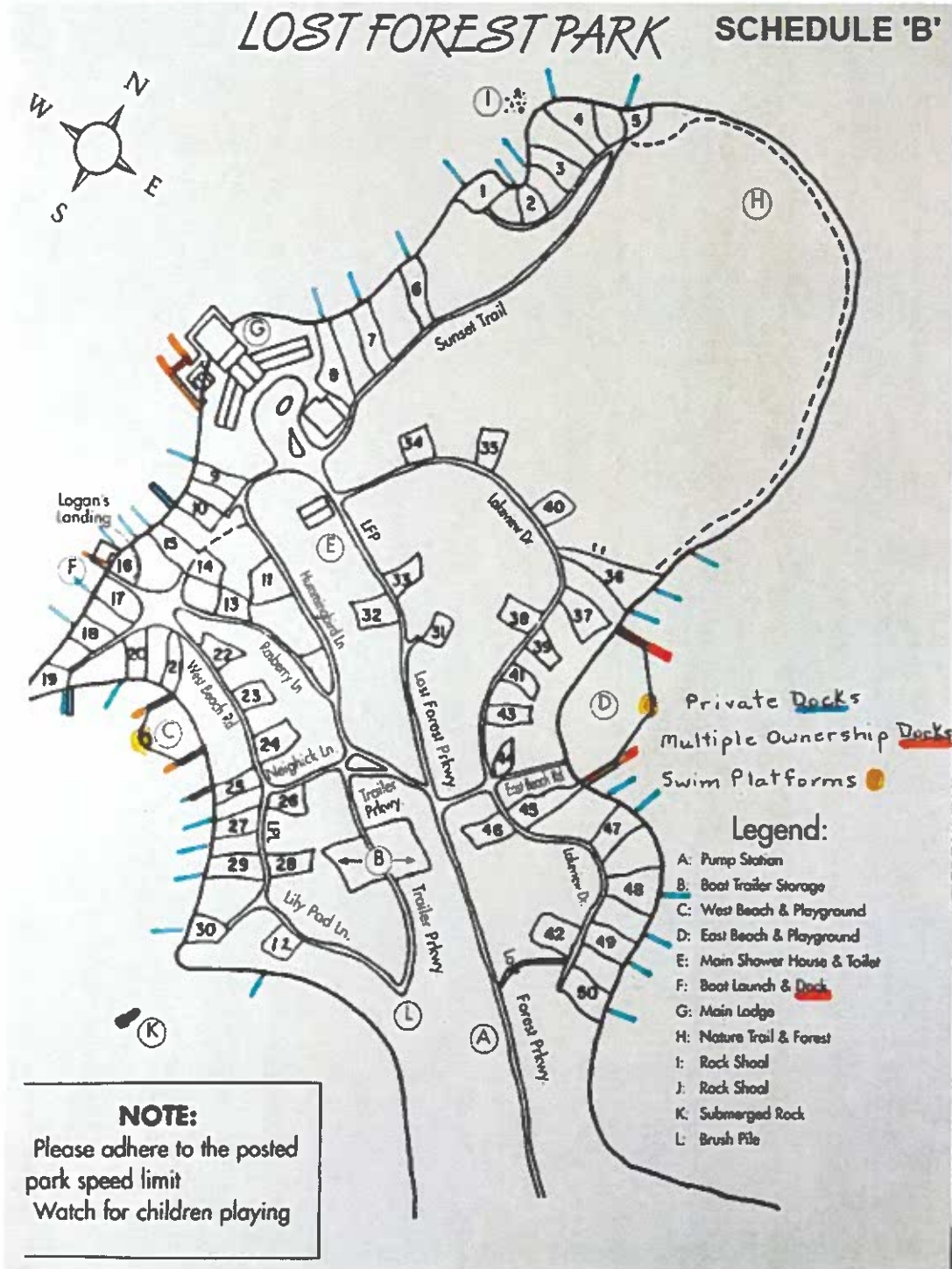
SCHEDULE "B"

SITE PLAN

The Site Plan Package containing 51 pages including a master site plan and 50 plans of individual sites, dated and signed by the Chief Administrative Office of the Corporation of the Municipality of Magnetawan on the 23 day of September, 2021

Kerstin Vroom

Kerstin Vroom, CAO/Clerk Municipality of Magnetawan



SITE #1

14x14 DECK

8x10 DECK

PROPOSED TRAILER
2021 NORTHLANDER
12x40

PROPOSED ADDA
Room
12x40

DECK
COVERED

8x12 DECK

16x16
COVERED
DECK

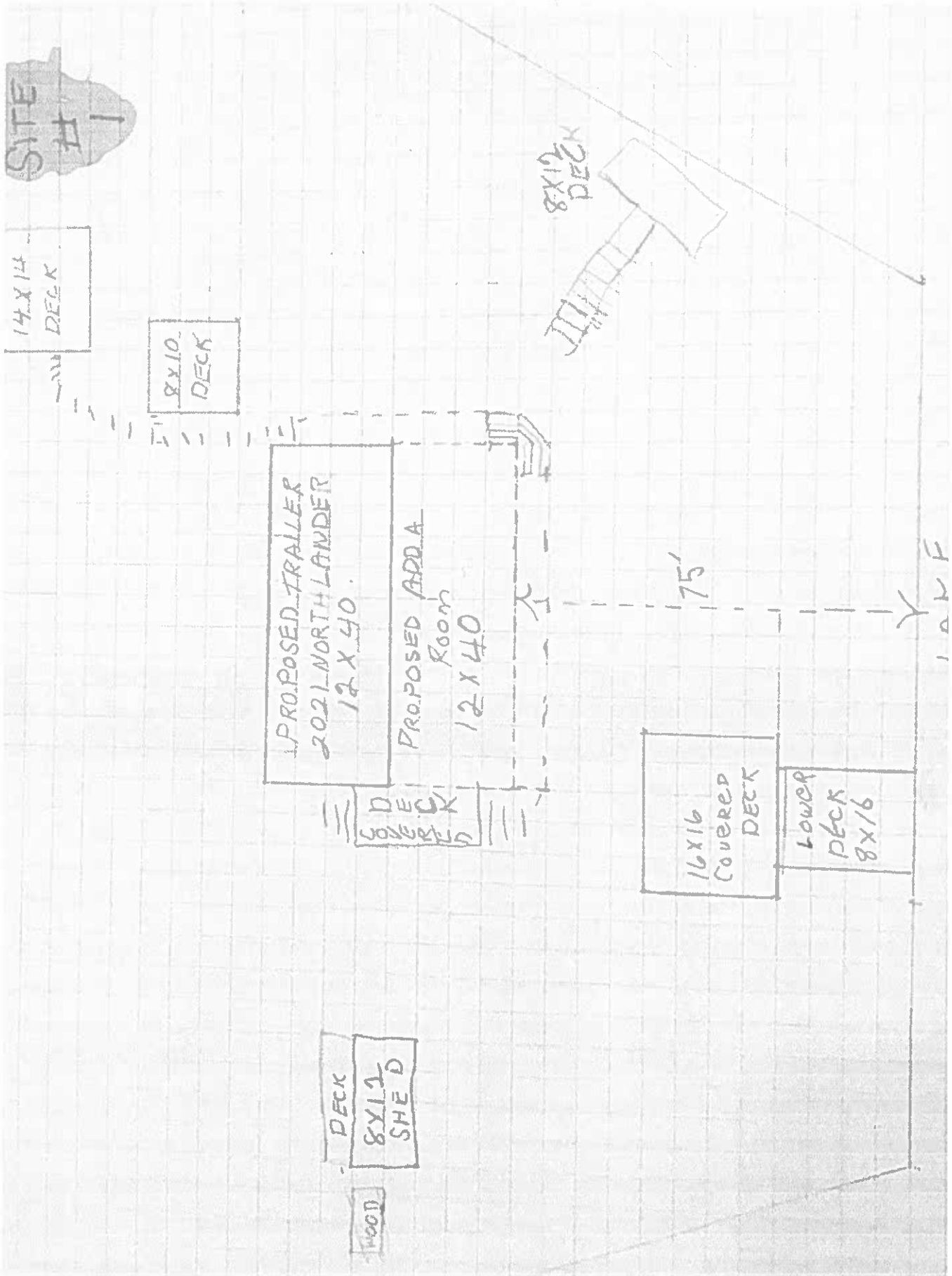
LOWER
DECK
8x16

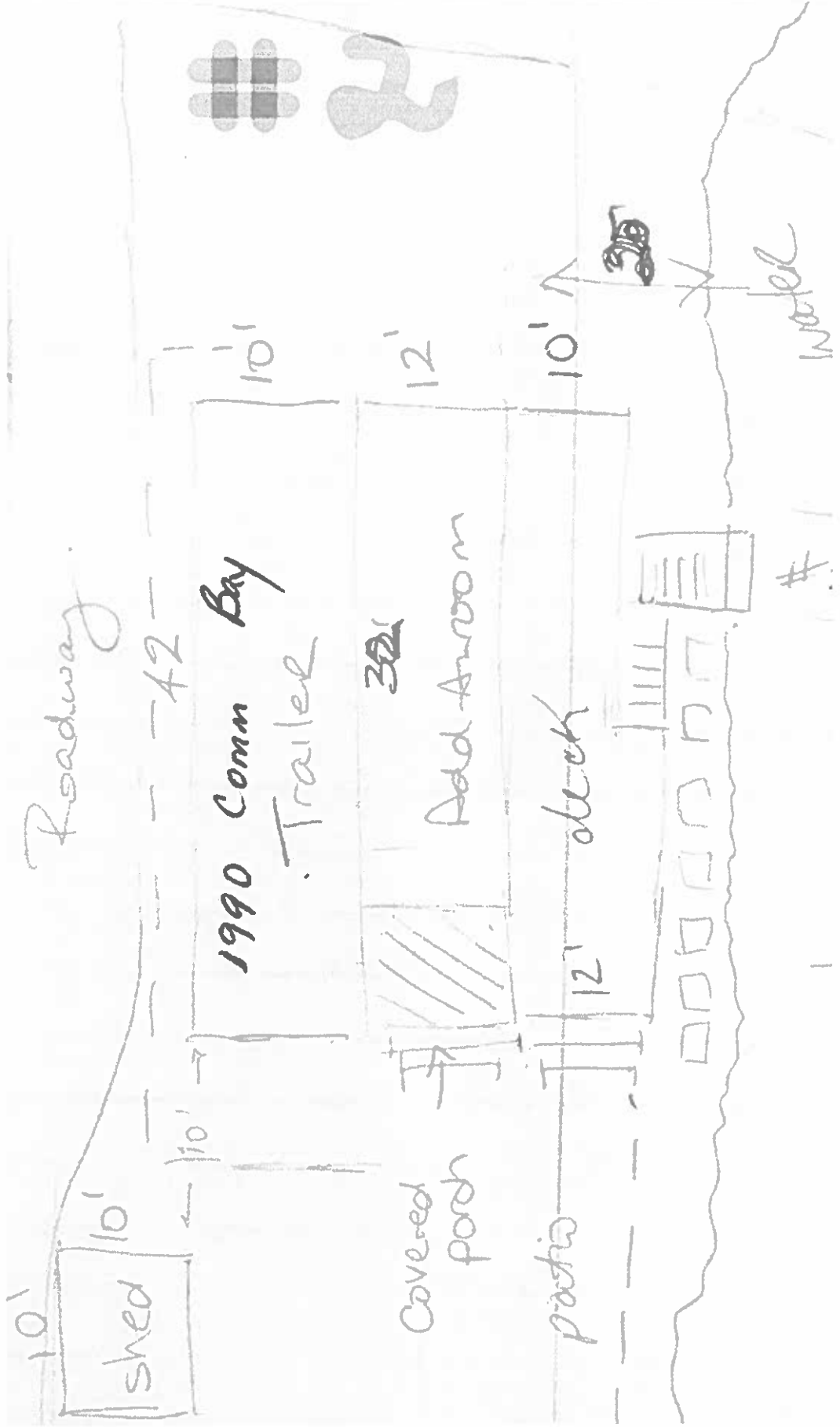
DECK
8x12
SHED

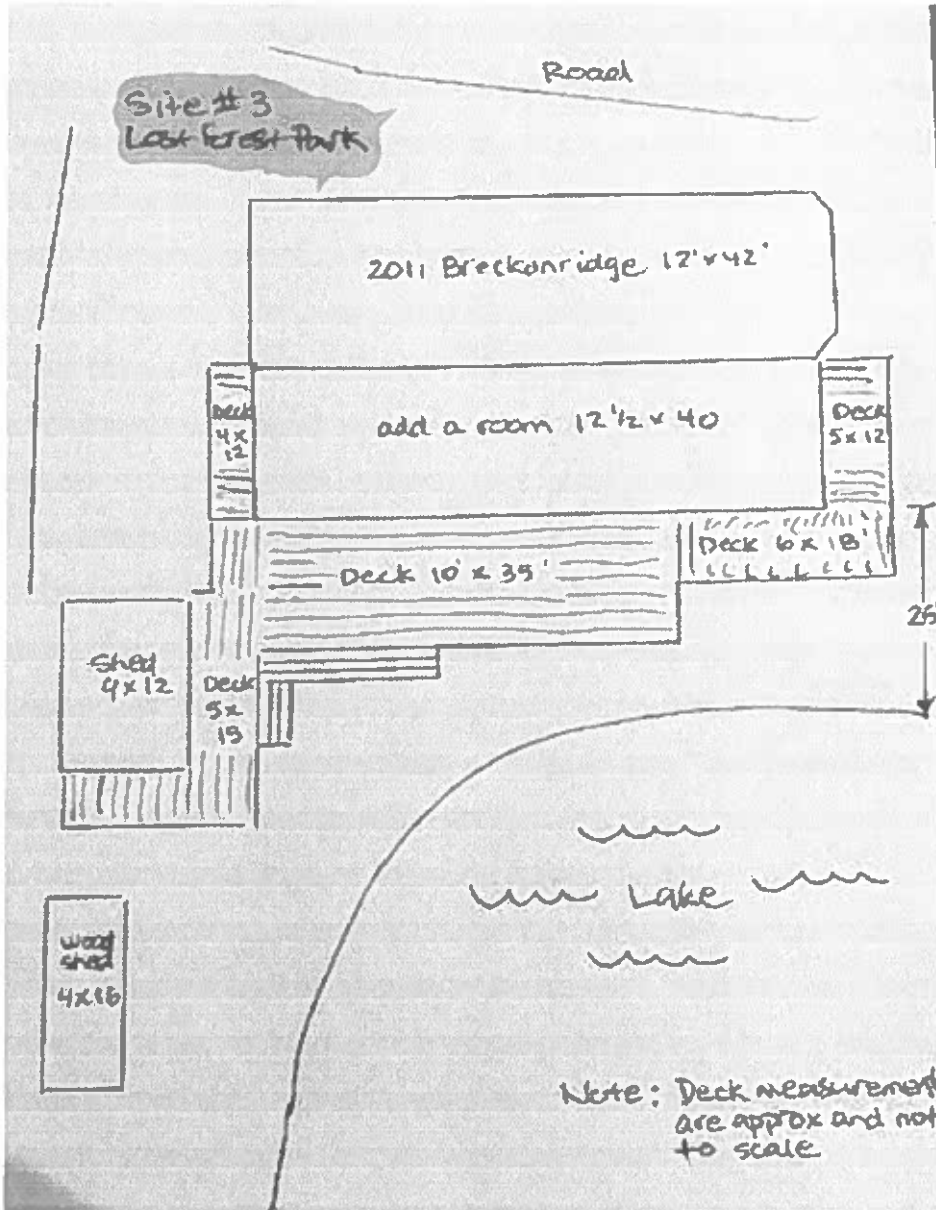
WOOD

75'

10' F







SITE 1

NOT TO SCALE

LAKE



DECK

3

8

APPROX

40

LAKE



46'

DECK

12'

DECK

10 x 24

8'

ROOF OVER
DECK

APPROX

20'

12'

2004 NORTHLANDER TRAILER

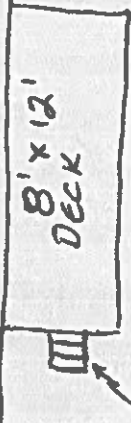
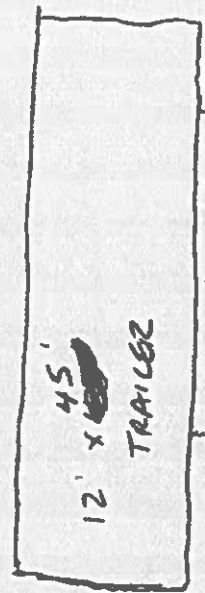
42'



STORAGE
SHED

LOCK
LOT 5
LOST FOREST PARK

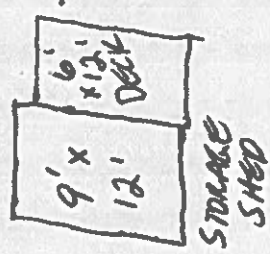
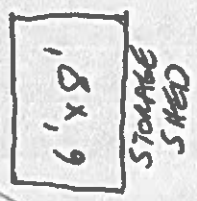
2002 NORTHLANDER
COTTAGE CLASSIC



3 STEP
STAIRS

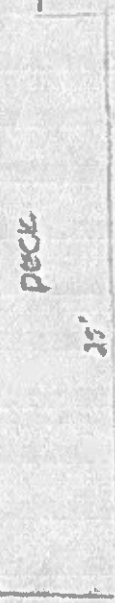
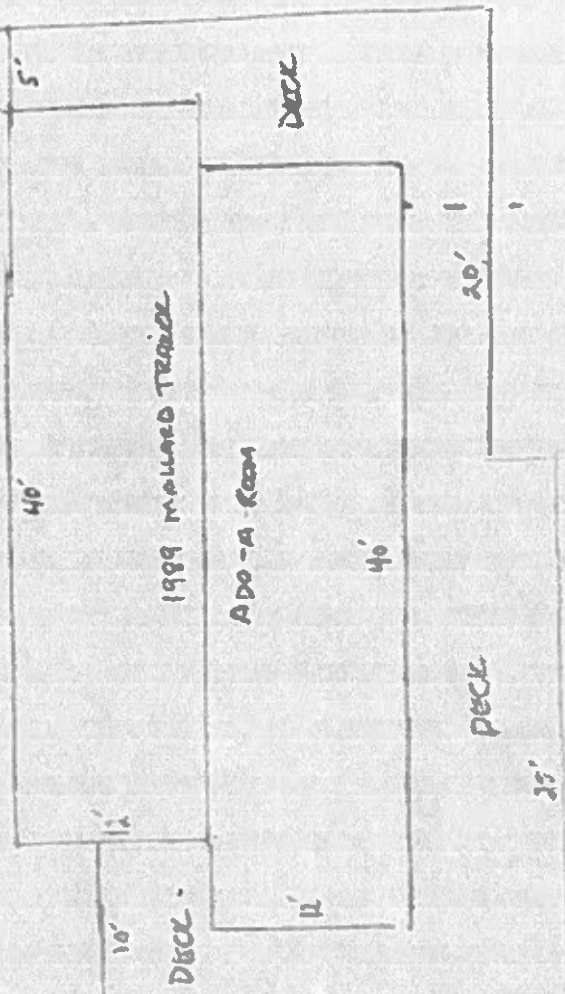
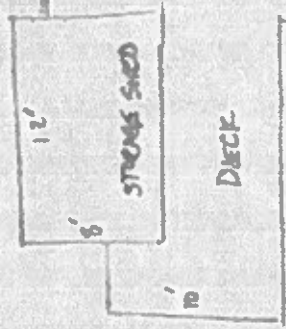
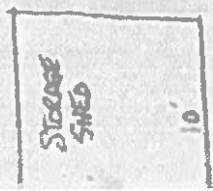
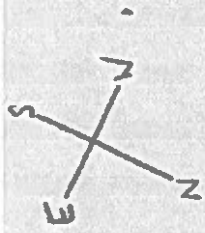
30'

WATER



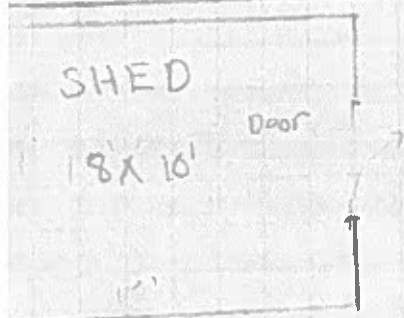
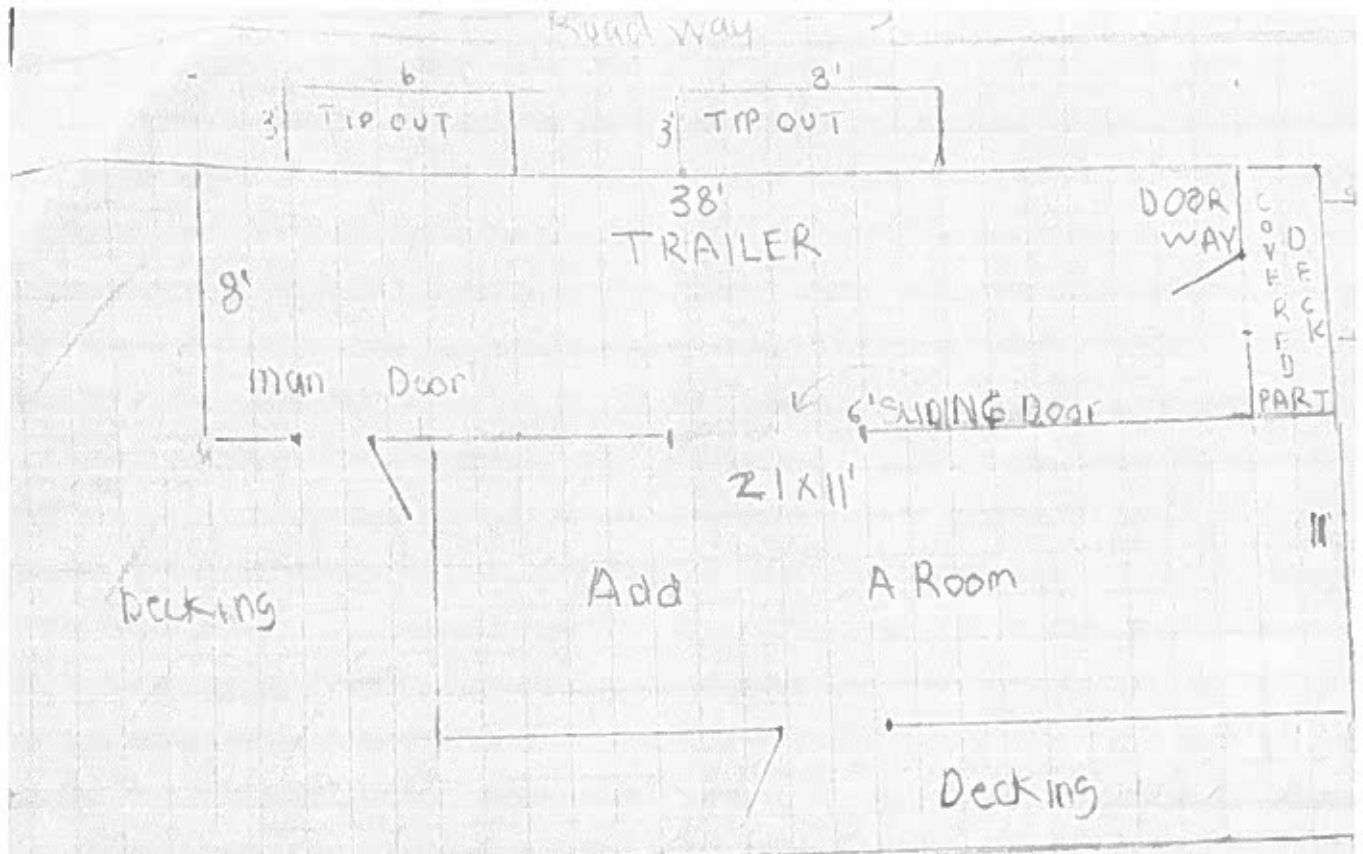
OPEN SPACE

DRAWING IS ESTIMATED
MEASUREMENTS



40' FROM LAKE TO
1100-4-200M

LAKE



Site #7

- Trailer year 1994 Make Woodlan
- Trailer Dimensions 38' x 8'
- Add room Dimensions 21 x 11'
- Deck Covered 8' x 4'
- Deck Total 48' x 4'
- Stairs - To Entrance 5' x 5'
- Shed Dimension 8' x 10'
- Distance from water 60'

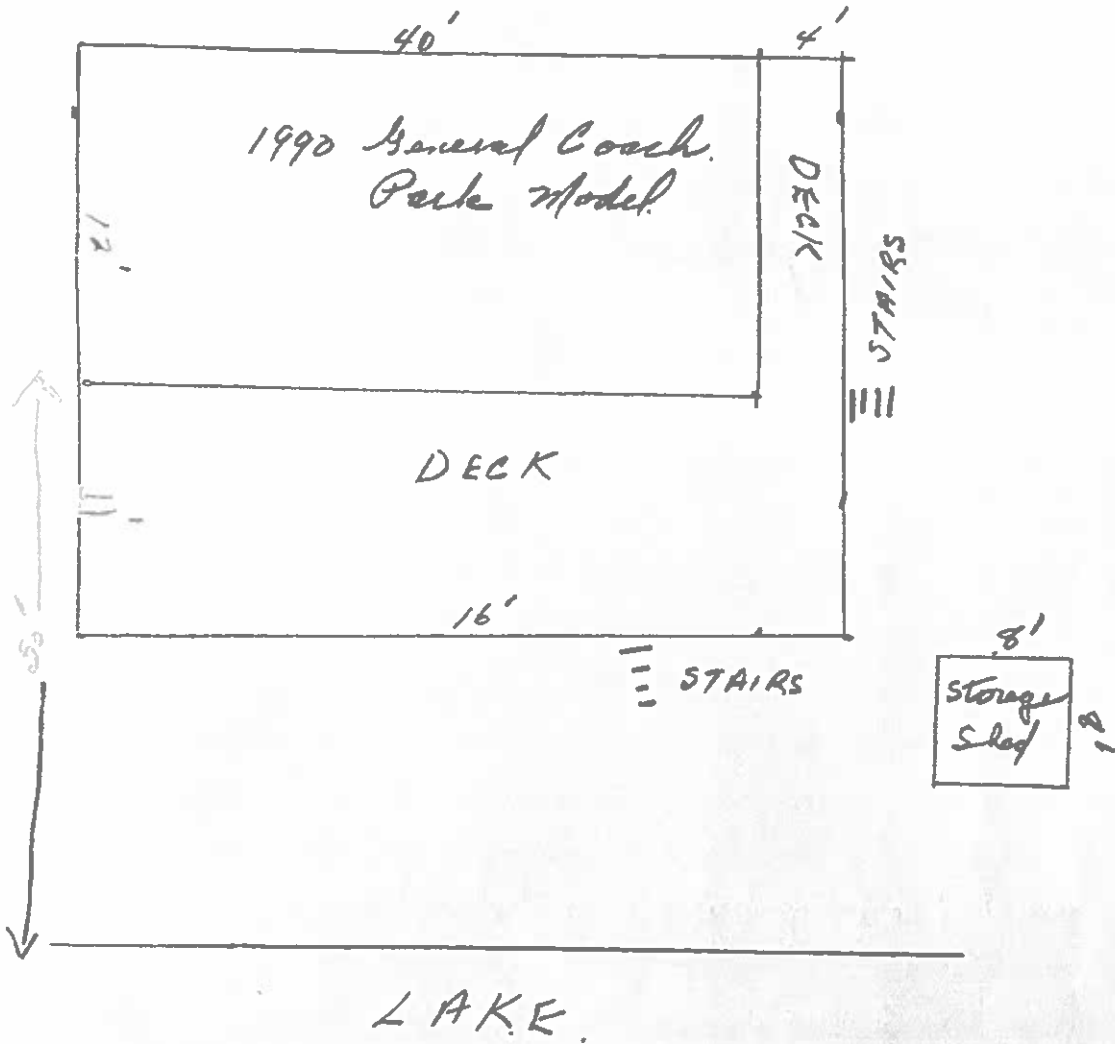
WOOD RACK

Deck over water
20' x 14'

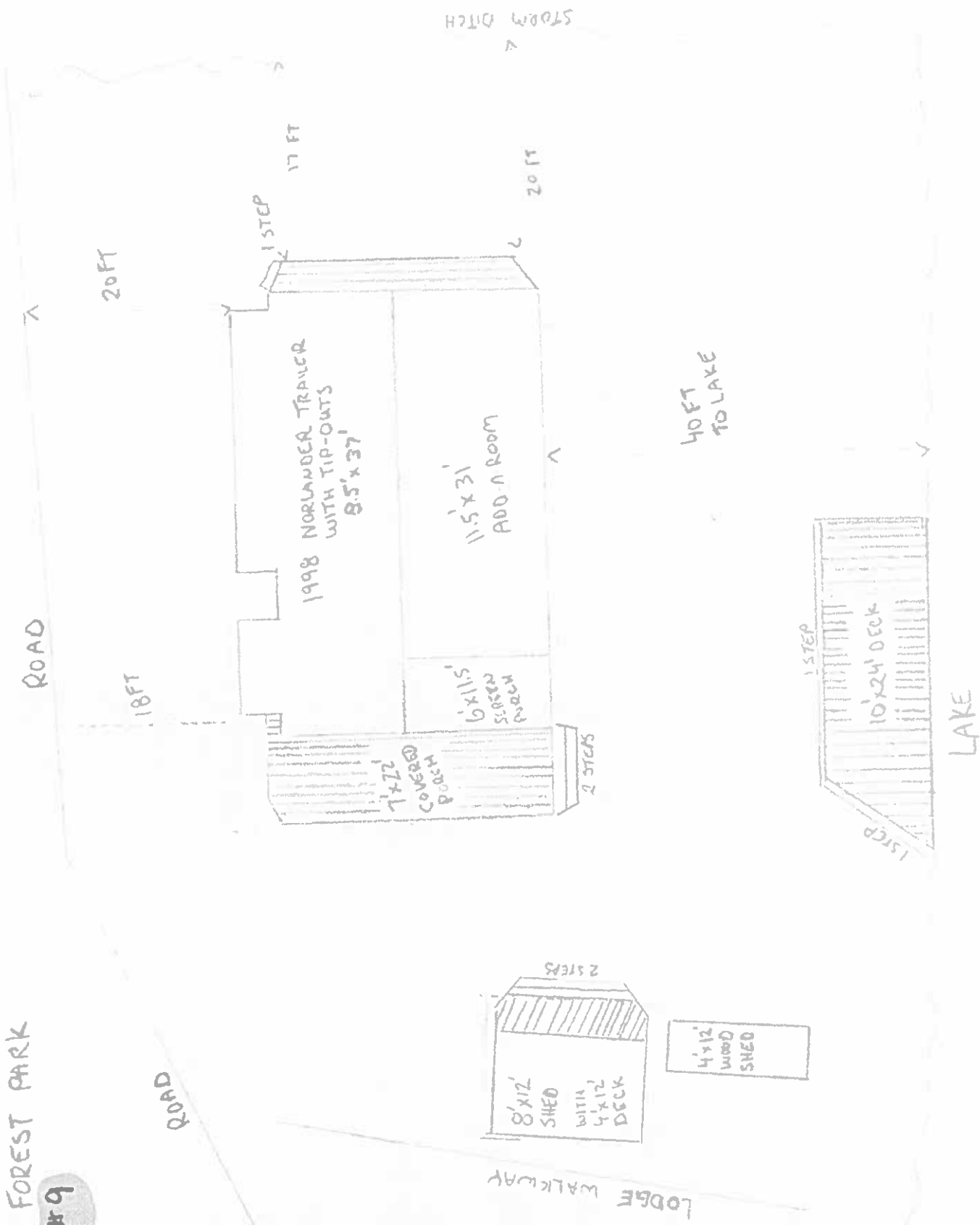
Ant Forest Park

Row Mc Dennis

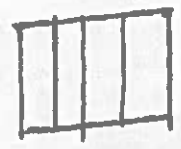
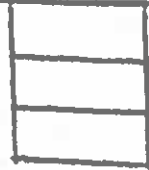
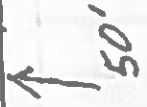
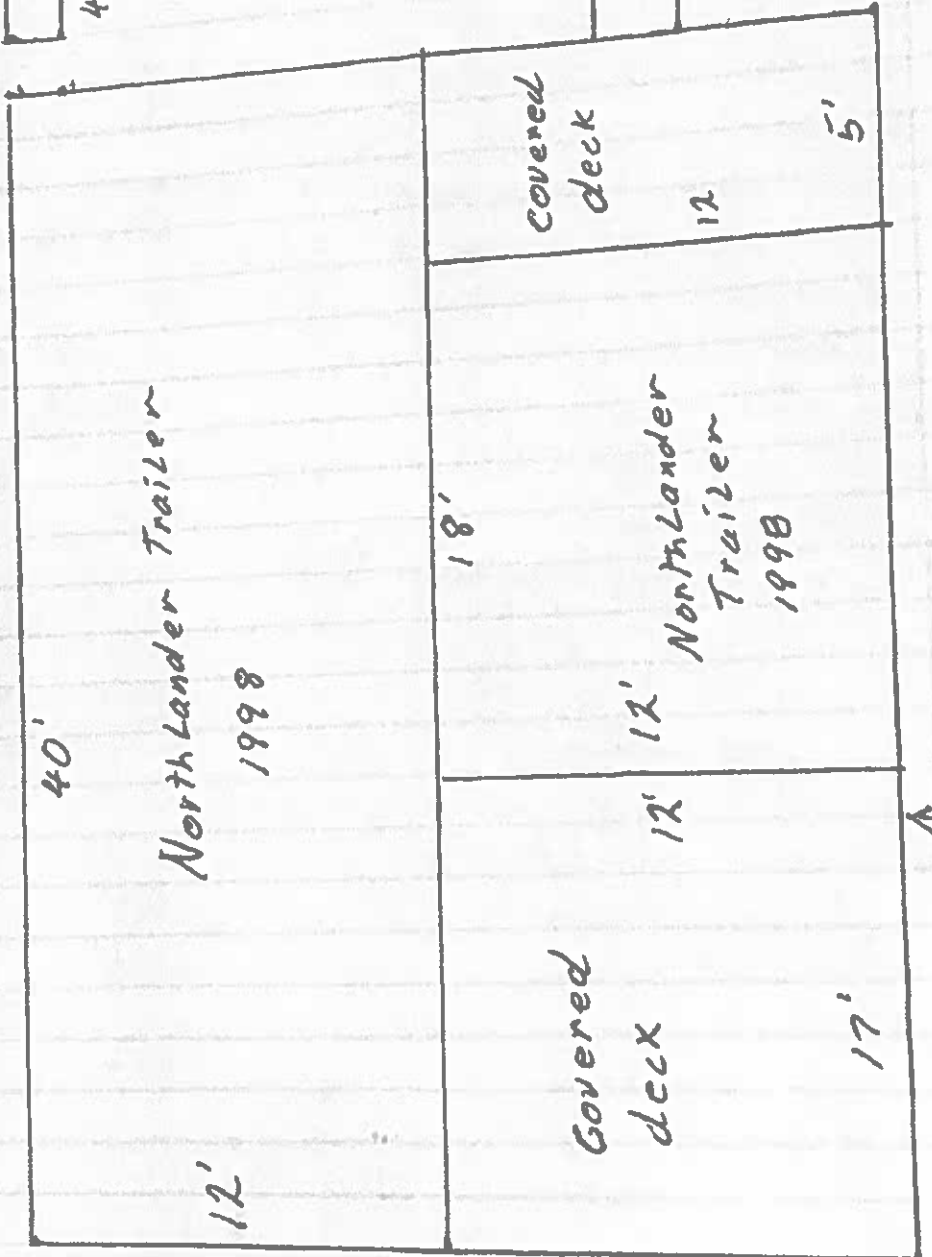
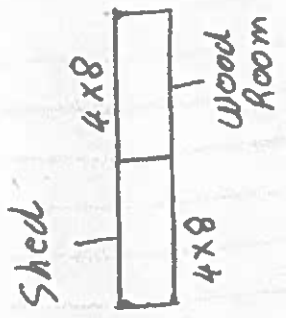
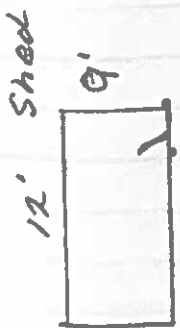
Site #8.



LOST FOREST PARK
SITE #9

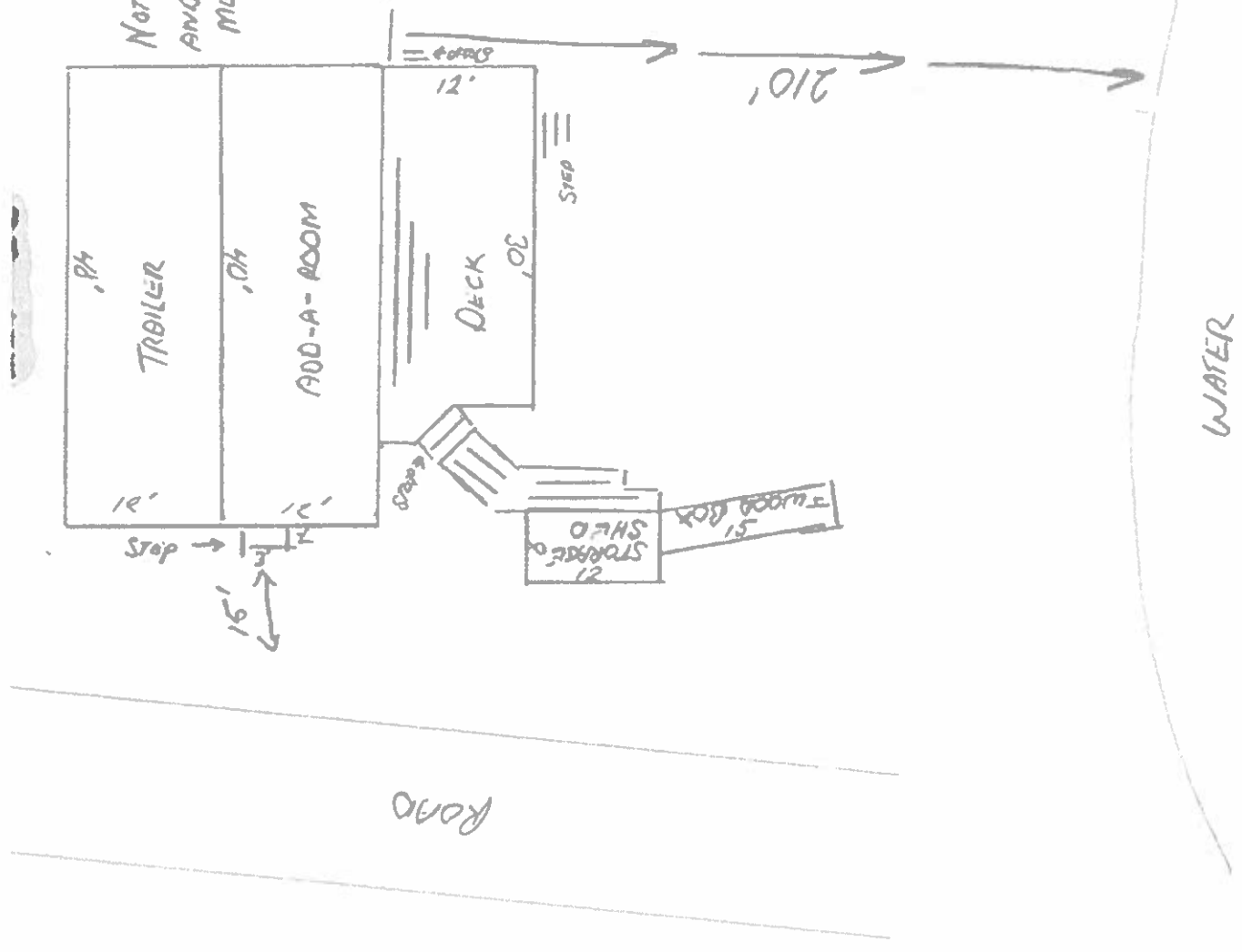


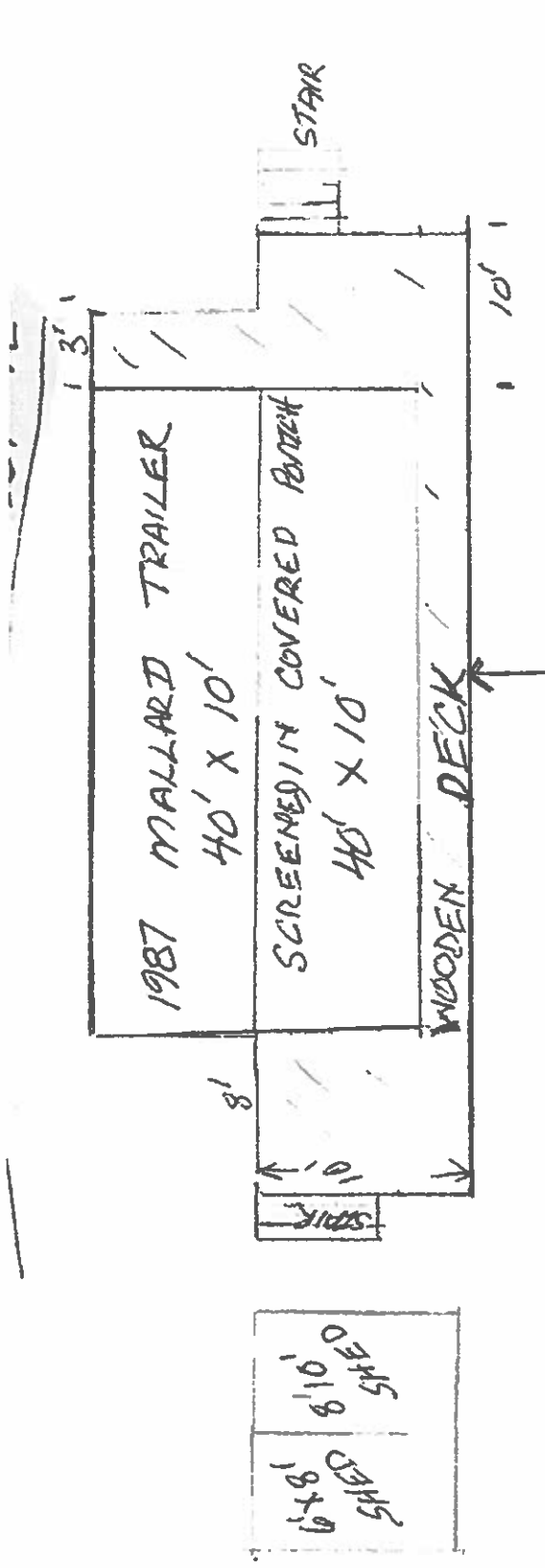
Lot 10



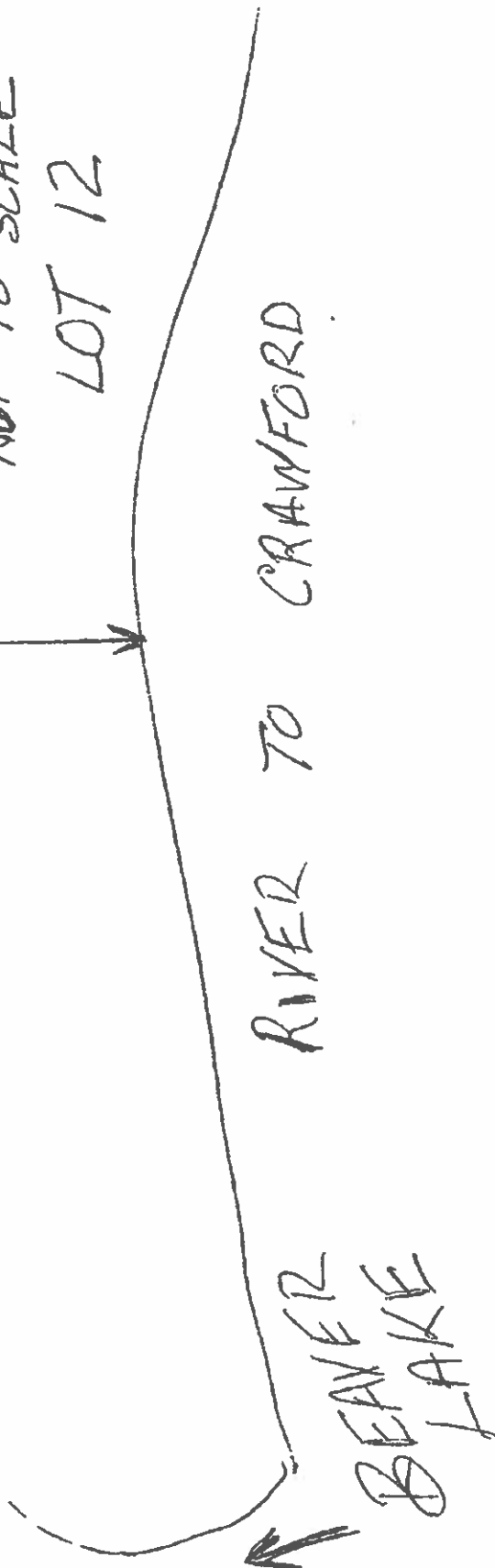
NAME OF TRAILER
GLENDETTE
1990

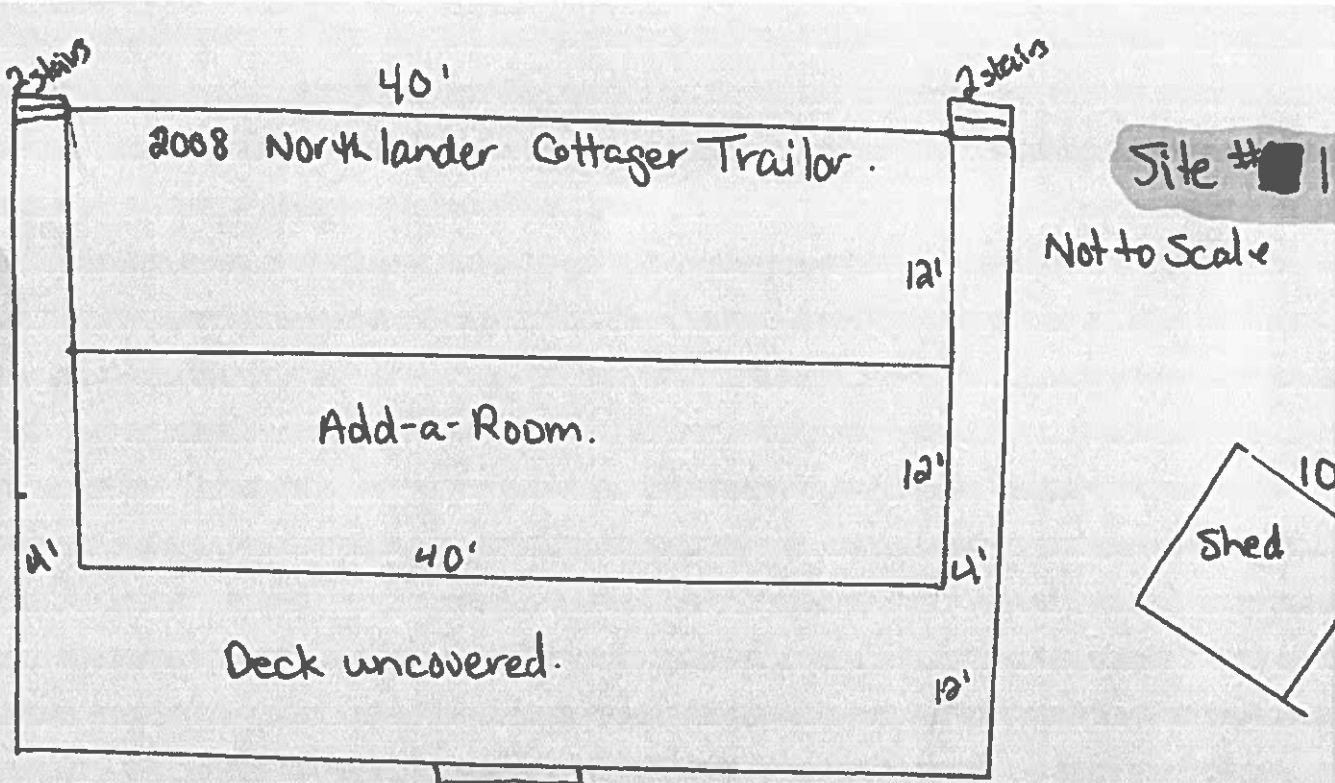
NOT TO SCALE
AND APPROXIMATE
MEASUREMENTS





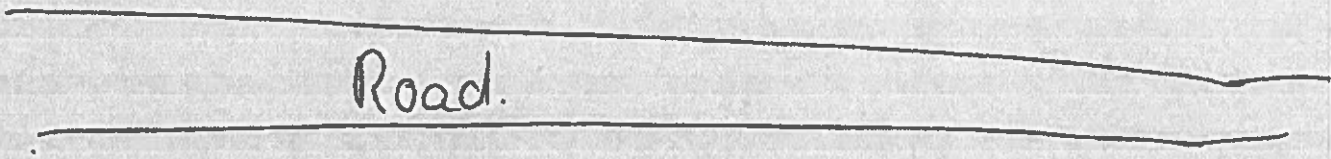
125'
 ALL DIMENSIONS
 ESTIMATE ONLY
 NOT TO SCALE
 LOT 12



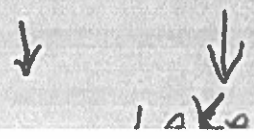


Not waterfront Lot.

> 30' to the road.

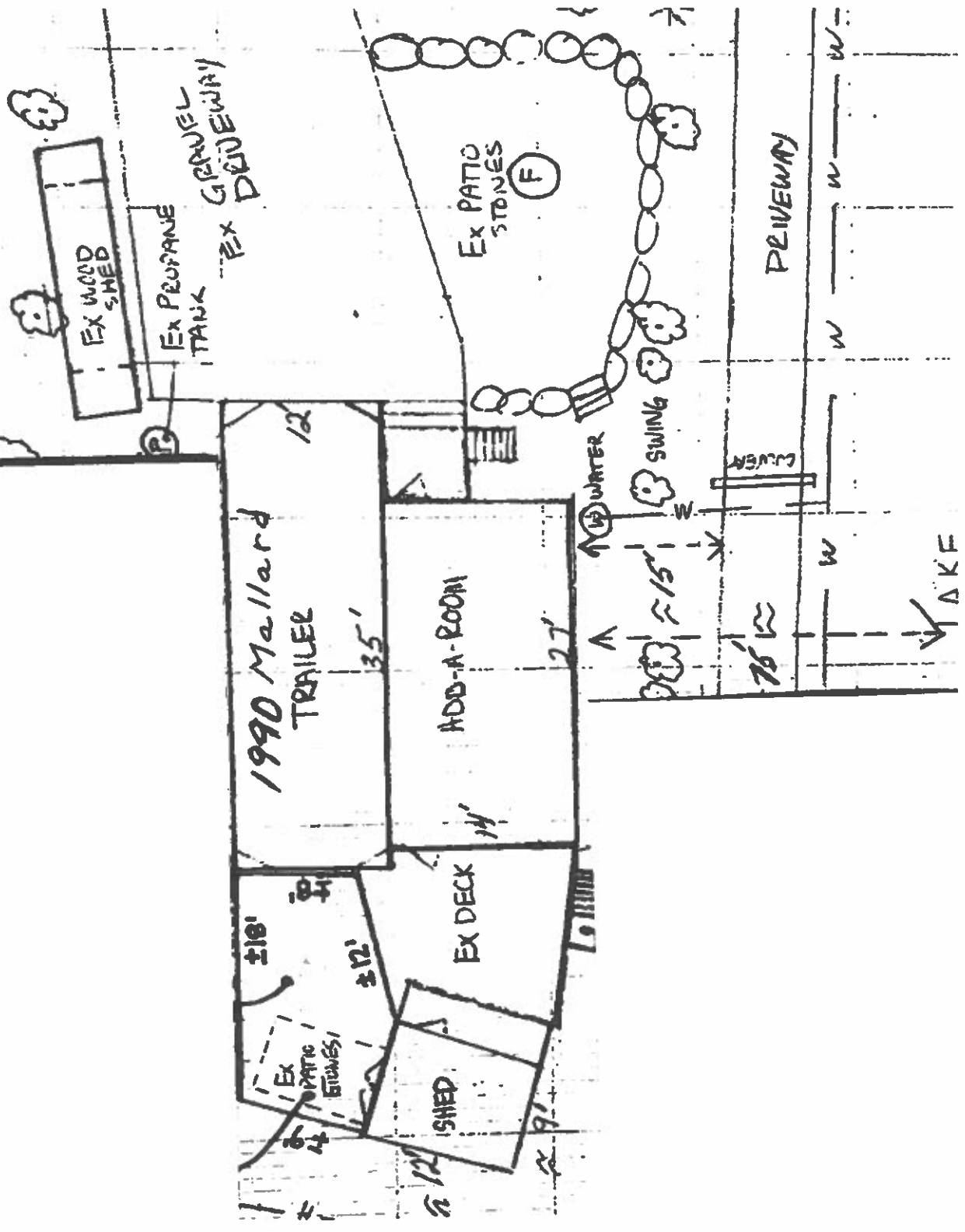


> 200' to the lake.



lake

SITE 17 W



LOT 16

NOT TO SCALE
AND APPROXIMATE
MEASUREMENTS

NAME OF TRAILER
QUAILRIDGE
2007



WOOD BOX
75'

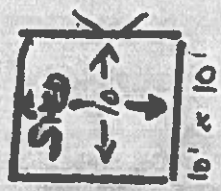
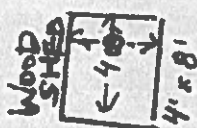
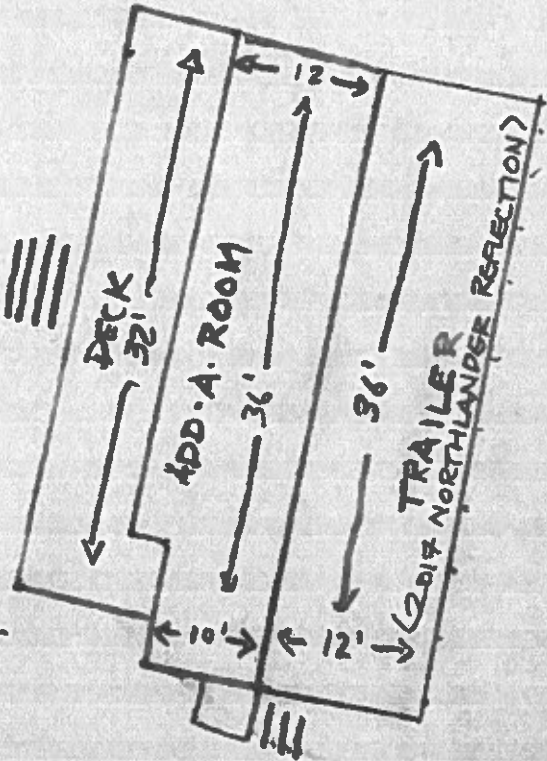
WATER

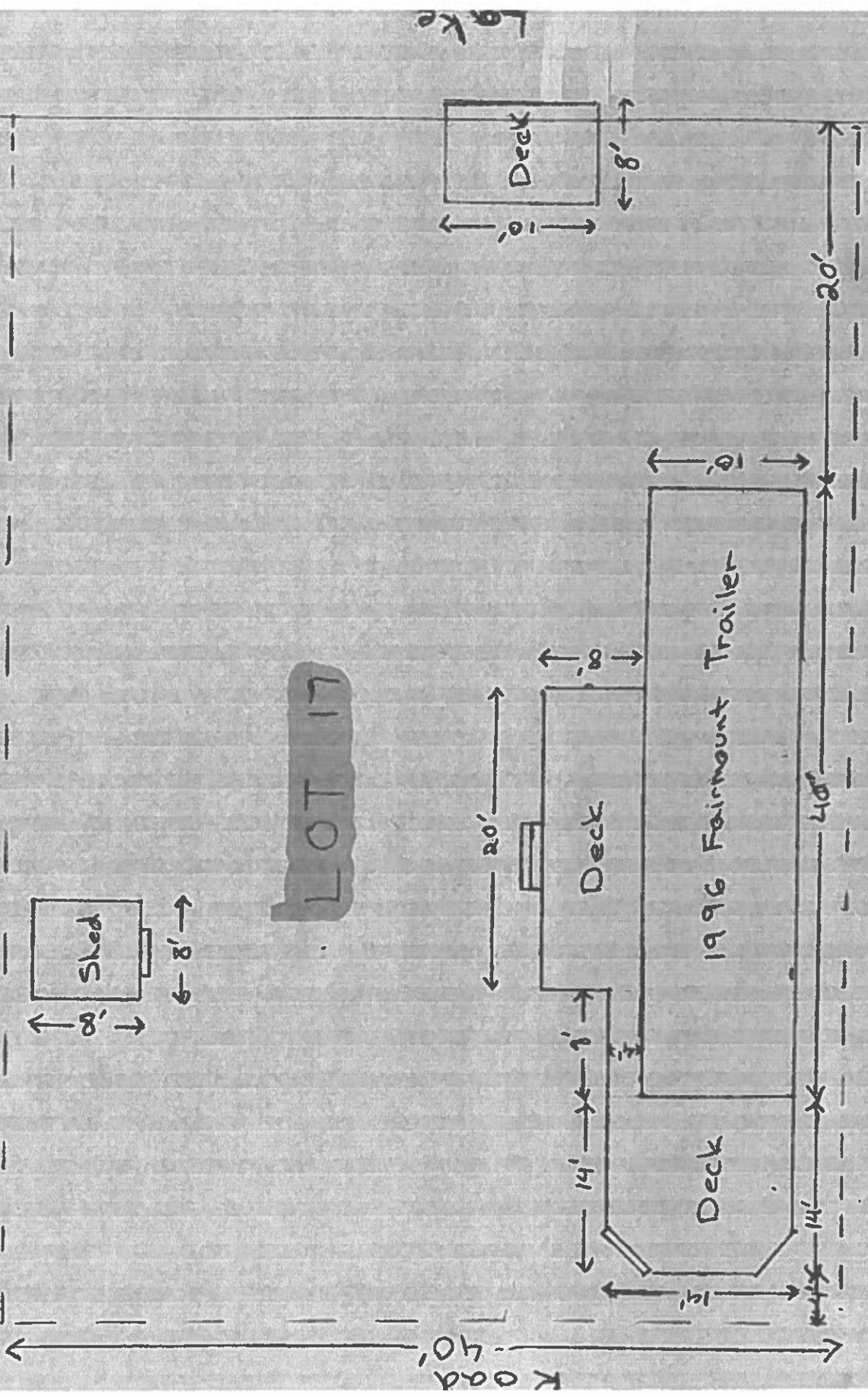
ORTHOGONAL LAKE S1
(BEAVER)



SITE #16
(NOT TO SCALE)
MEASUREMENTS ARE
APPROXIMATE

60'





LOT 17

Lake

Boat Launch

Shed
8' x 8'

Deck
20' x 8'

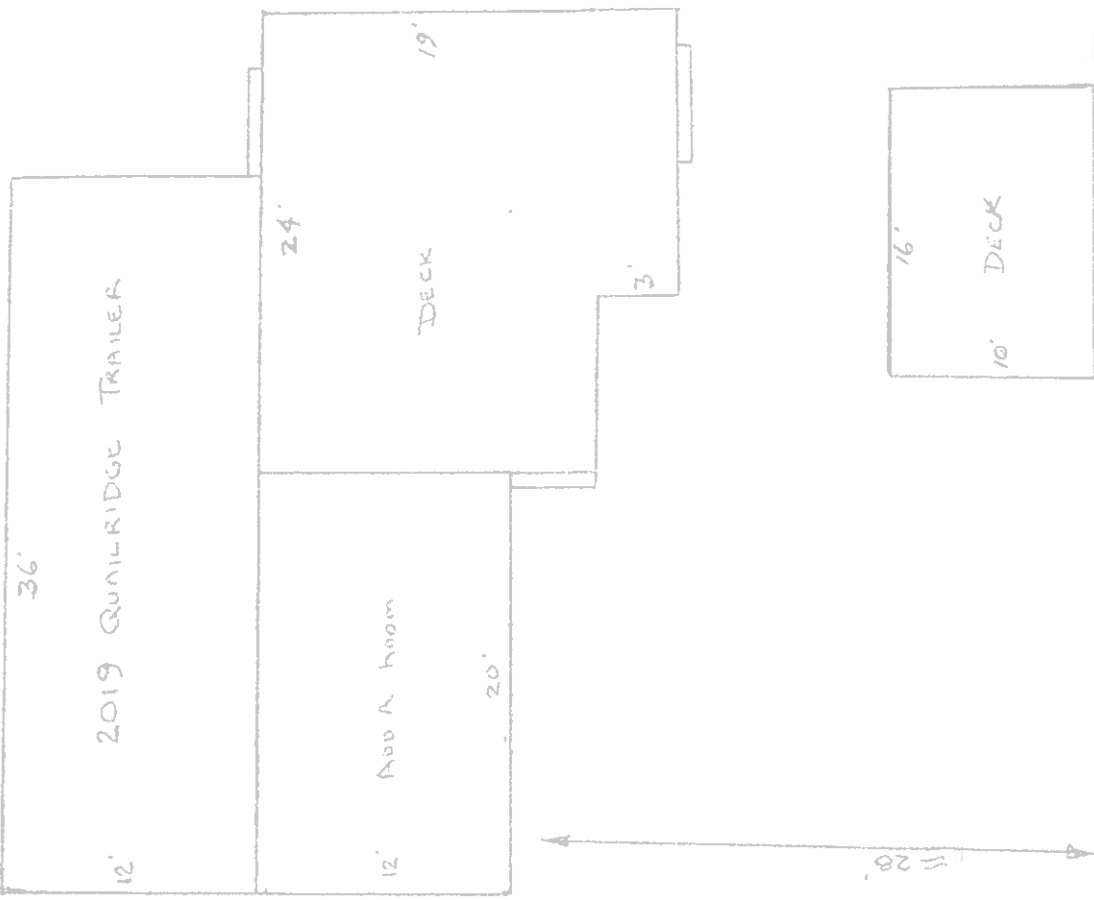
1996 Fairmount Trailer
40' x 14'

40' x 40'

SITE # 18

NOT TO SCALE AND
APPROXIMATE MEASUREMENTS

REPRESENTS APPROXIMATE



LAKE

SITE PLAN

ROUTER

Not to scale
all measurements
approximate (±)

Sined
8'x8'

porch
3'x3'

40'

2014 Northlander Escape AS
(12' x 40')

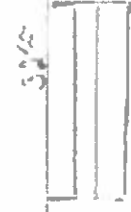
12'

2014 Northlander Escape AS 12'
(addition) 12' x 40'

40'

Deck 32' x 10' ±

10' ±



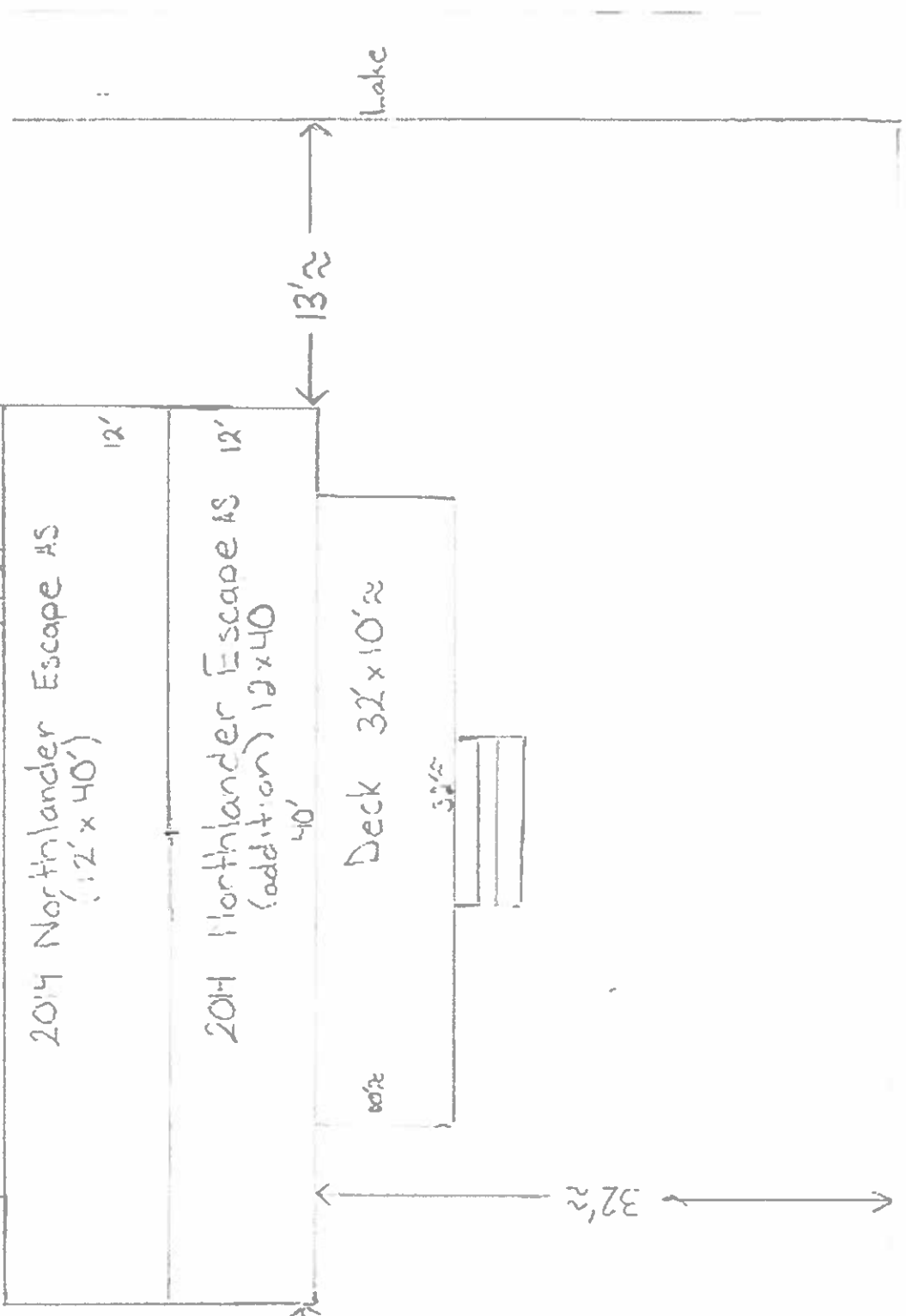
← 10' ± →

← 13' ± →

Lake

32' ±

Lake



LFP Site # 20 Site Plan

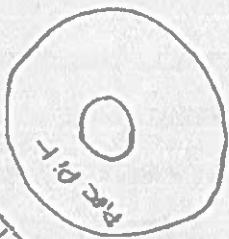
- Not to scale
- Trailer: 2020 Northlander 45' x 12'
- Add-a-Room: 14' x 24'
- Decks: none installed (yet)
- Stairs: none installed (yet) except 2 steps out of the shed
- Sheds: storage shed 8' x 12'
- Distance from Add-a-Room to the water: about 15'



Shoreline

About 15' Add-a-Room to water

Wood Shed
3x10



Storage Shed
8x12

30 feet

Stairs

Stairs

Deck

Deck 38x10

Stairs

Deck

4x4 Add-on room
38x12

Northlander Cottager 2008

43x12

Glyn-William S

Lot #21

Water
bed

ROAD

40'

8'

ADD ON
36 X 11

1993 FAIRMONT
TRAILER 36' X 12'

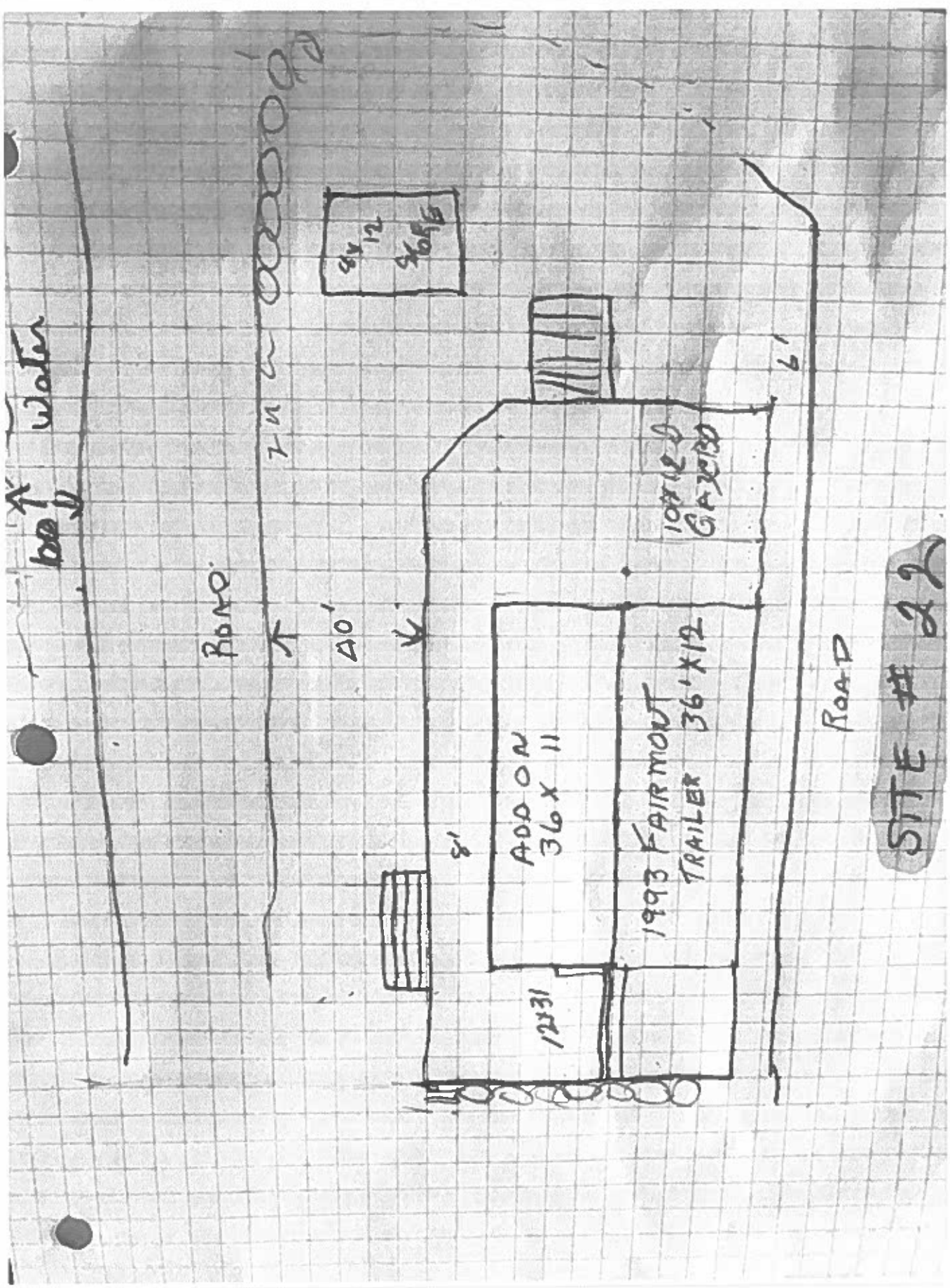
12 X 31

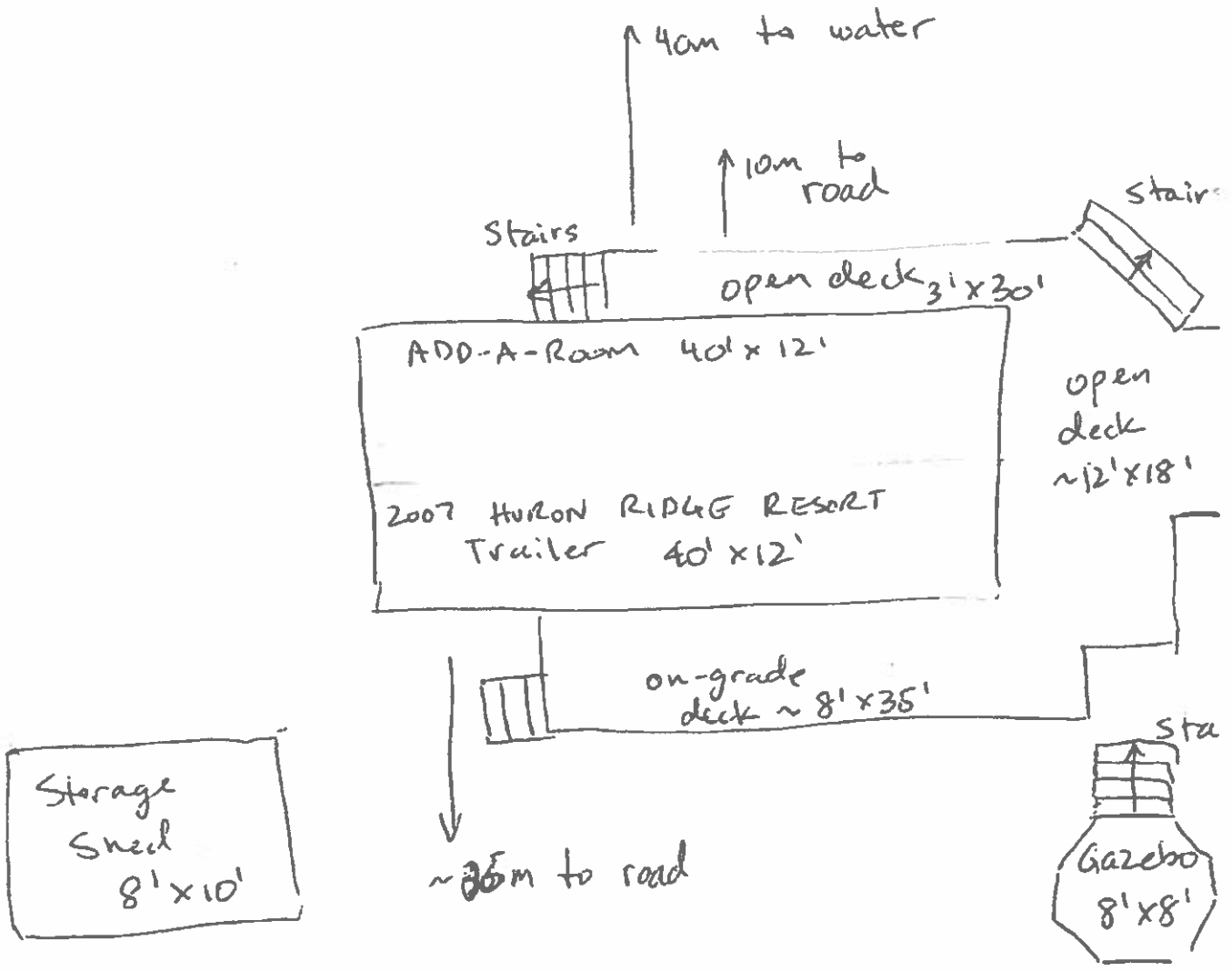
10 X 12 D
GARAGE

8' X 12'
GARAGE

ROAD

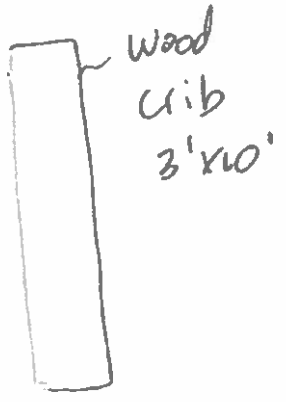
SITE # 22





LFP Site #23

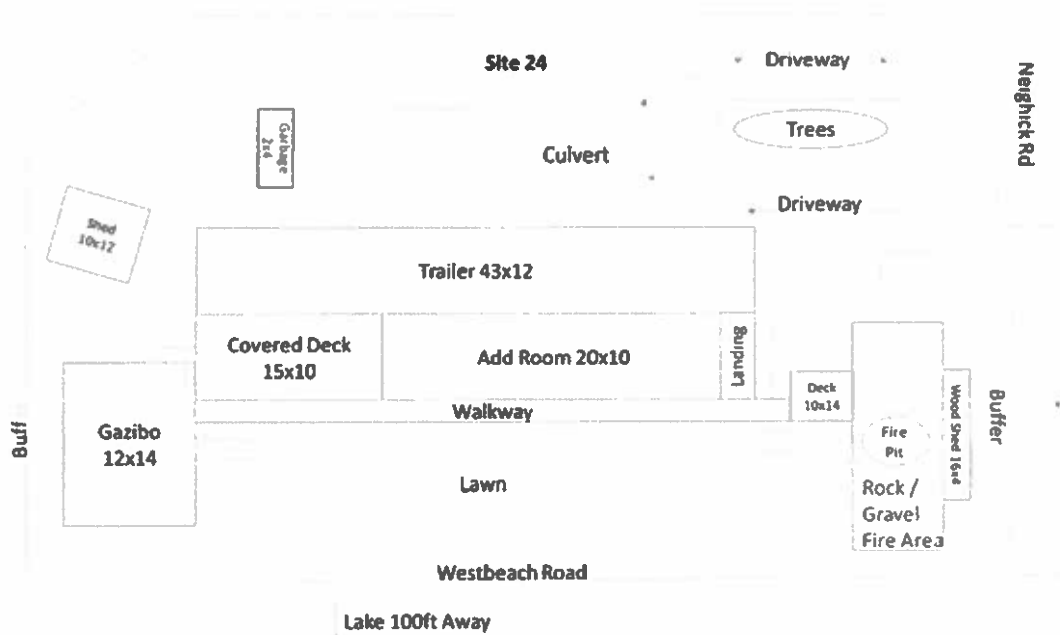
Tsang/Mickeler.



LFP 24 Site Plan - Adrian Heacock,

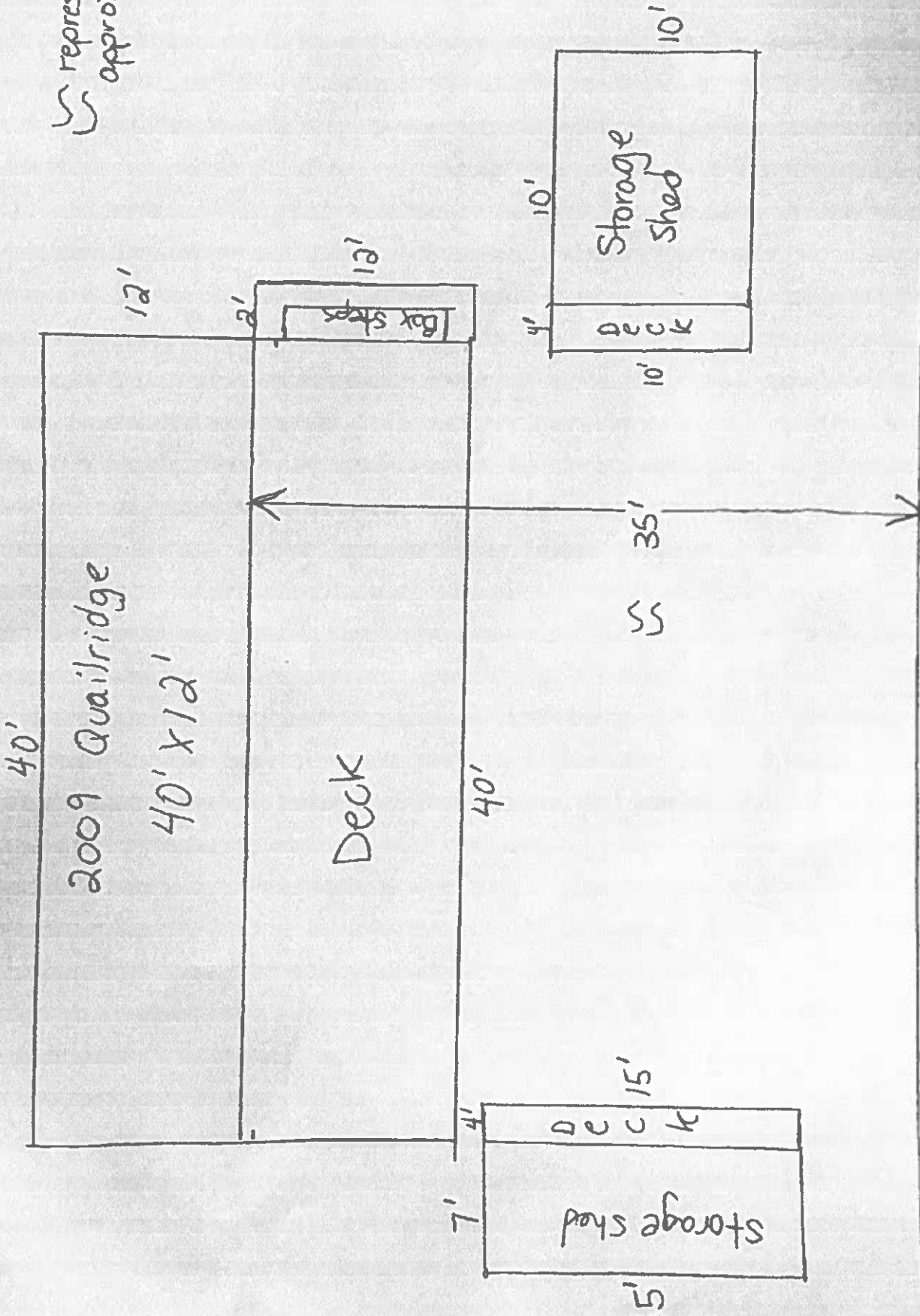
Key Information Requested:

- Site # 24
- Trailer: 2001 Park Model, North Lander, 43x12
- Add-a-Room: 35x10 (Room 20x10 & Covered Deck 15x10)
- Decks:
 - Gazibo Deck 12x14
 - Front Deck 10x14
 - Walkway between decks 4x40
 - Gazibo Stares: 3 steps
 - Front Deck Stared: 3 Steps
 - Trailer Stairs: 4 steps
- Storage Shed: 10x12
- Woodshed: 16x4
- Garbage Box 2x4
- Distance to the water: 100 ft from add a room
- Distance from road: 30 ft Neighick Rd. & Westbeach Roads



Site: 25

represent approx.



ICE

LAKE

ROAD

ROAD

SITE 26

APPROX 200' TO LAKE

241

ADD A ROOM

1995 PROWLER

DECK

10' 12'

12'

18

391

101
SHEED 10

N
E
X
S

LANE WAY - ROAD.

45'

1997 Huron Ridge Trailer

Site #217

H&H ENCLOSURE

20'

WOODEN DECK

11'

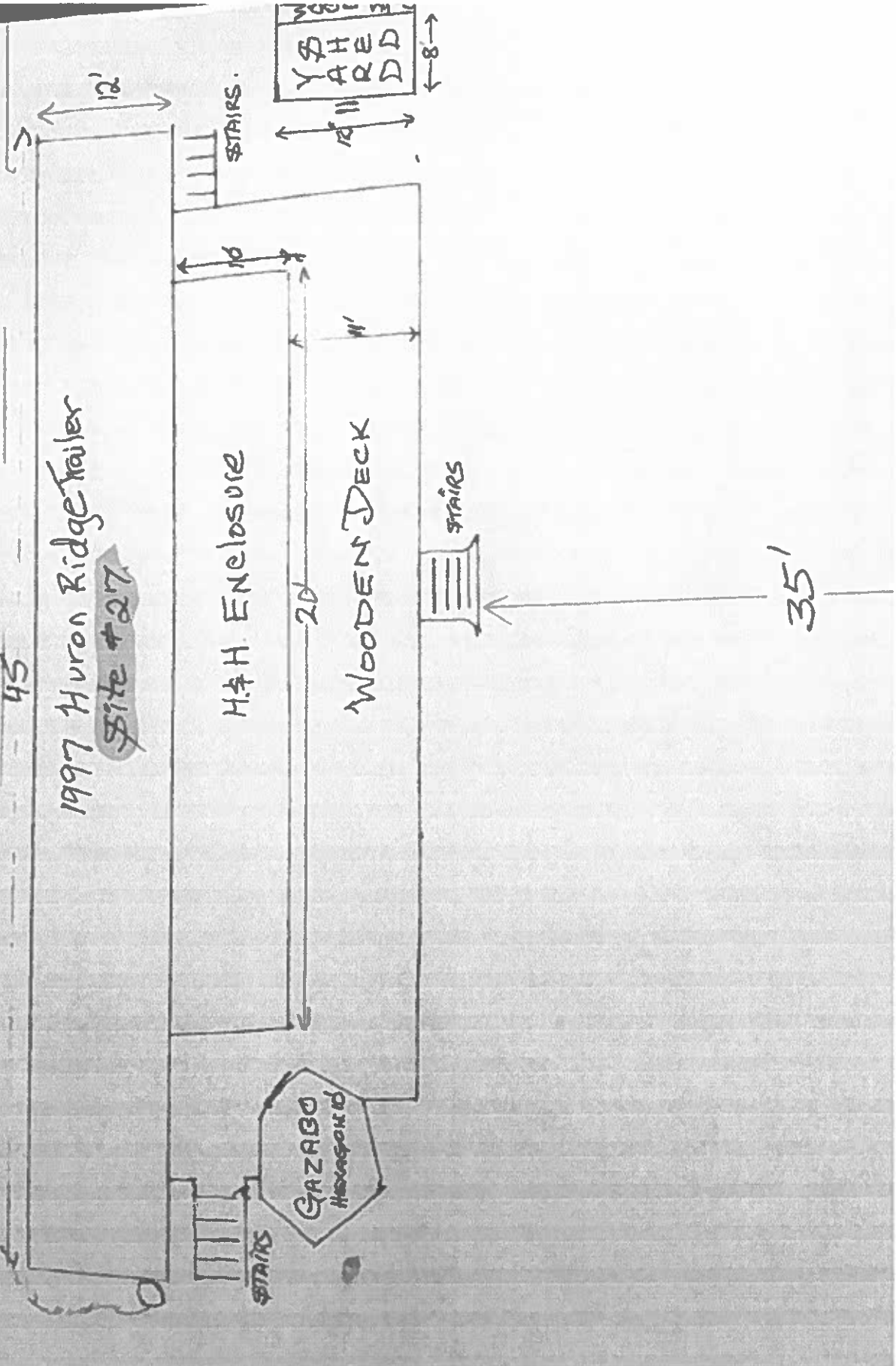
STAIRS.

STAIRS

STAIRS

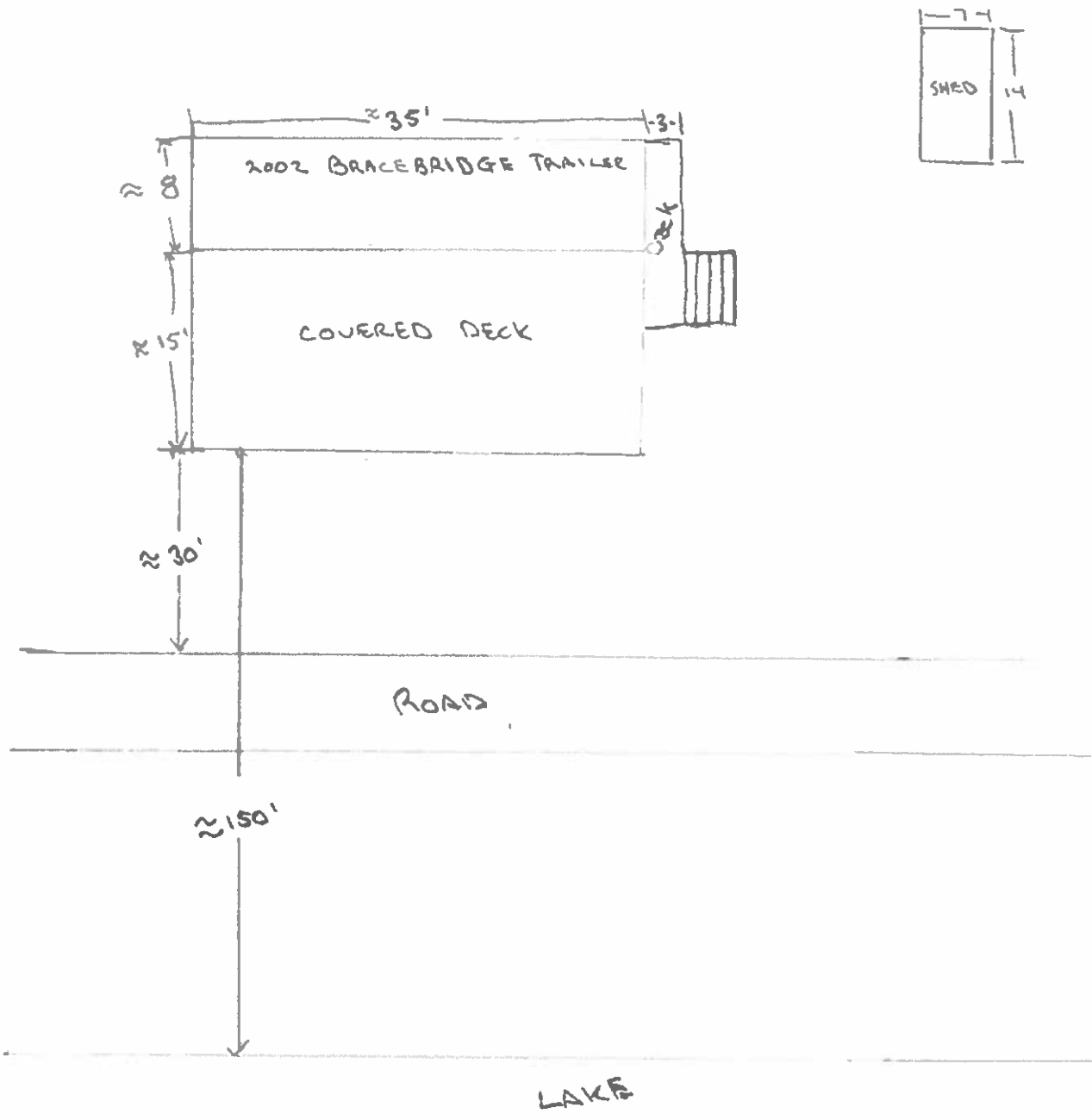
YARD
SHED
8'

35'



SITE #28

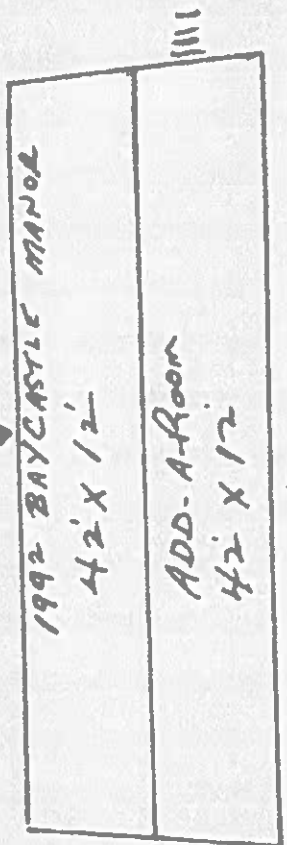
NOT TO SCALE
APPROXIMATE MEASUREMENTS



ROAD

↑
APPROX. 15'
↓

SITE #29

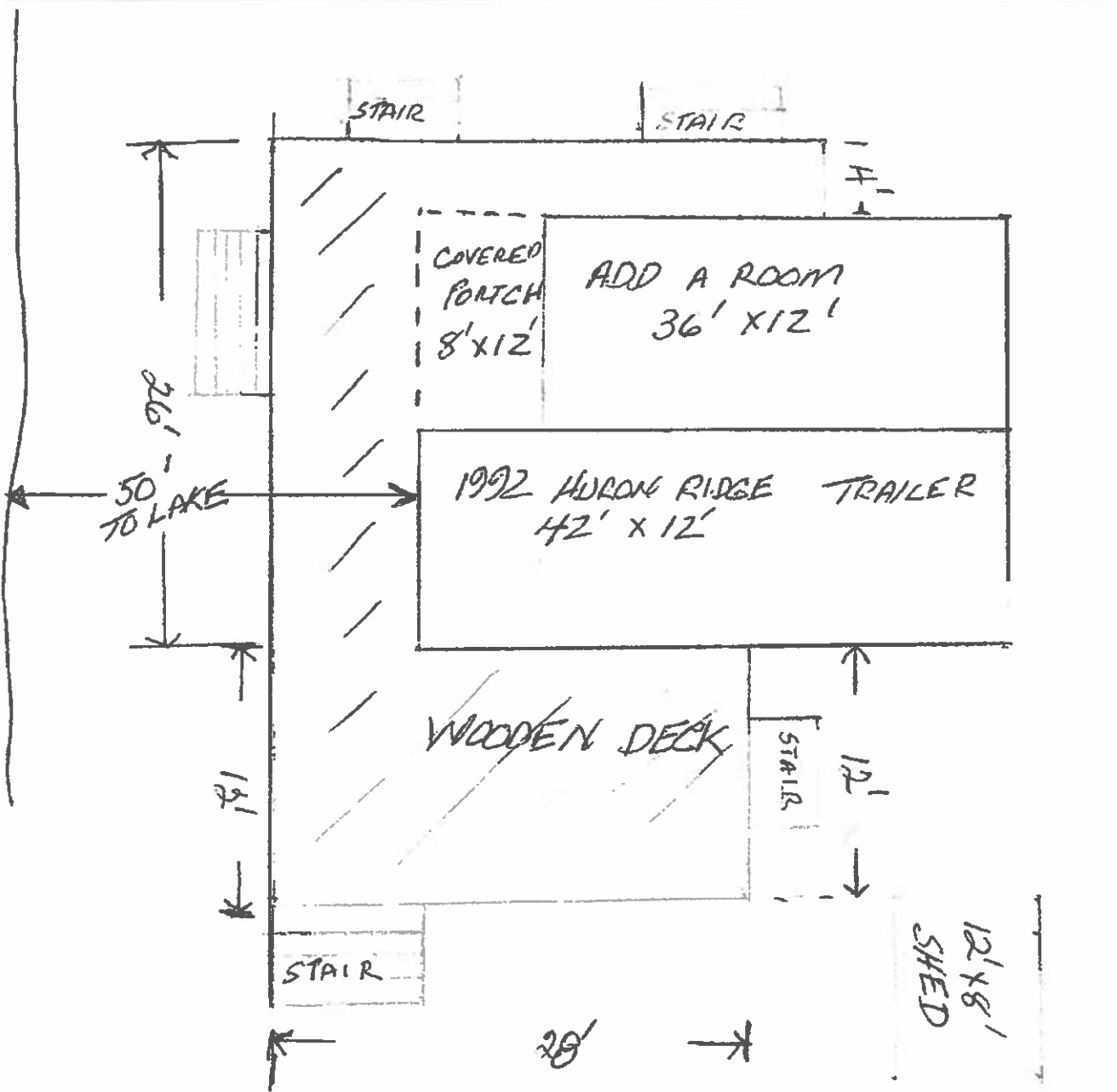


↑
APPROX. 50'
↓

SHEED
12' X 8'

SHEED
16' X 6'

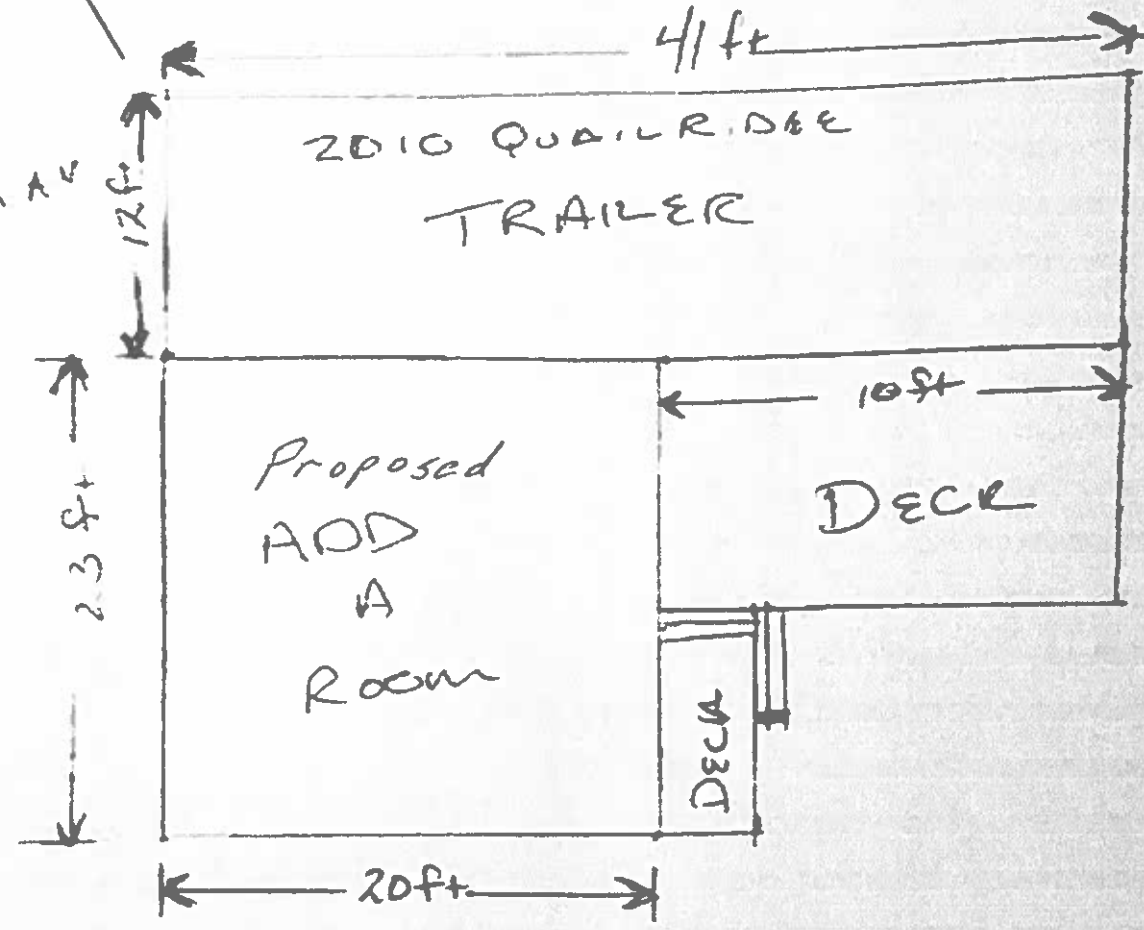
LAKE



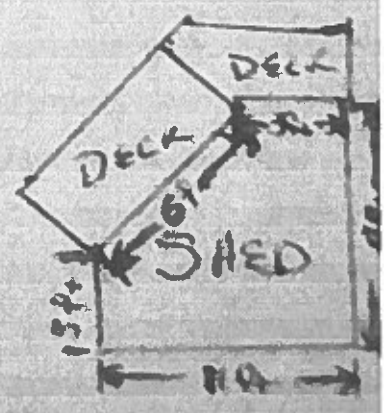
ALL DIMENSIONS
 NOT TO SCALE
 ESTIMATE
 ONLY

Site #31

INLAND SITE
distance to Road 50'
& to water 400'



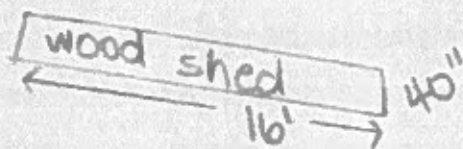
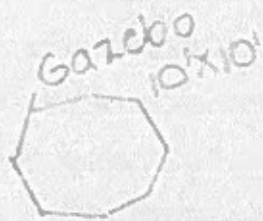
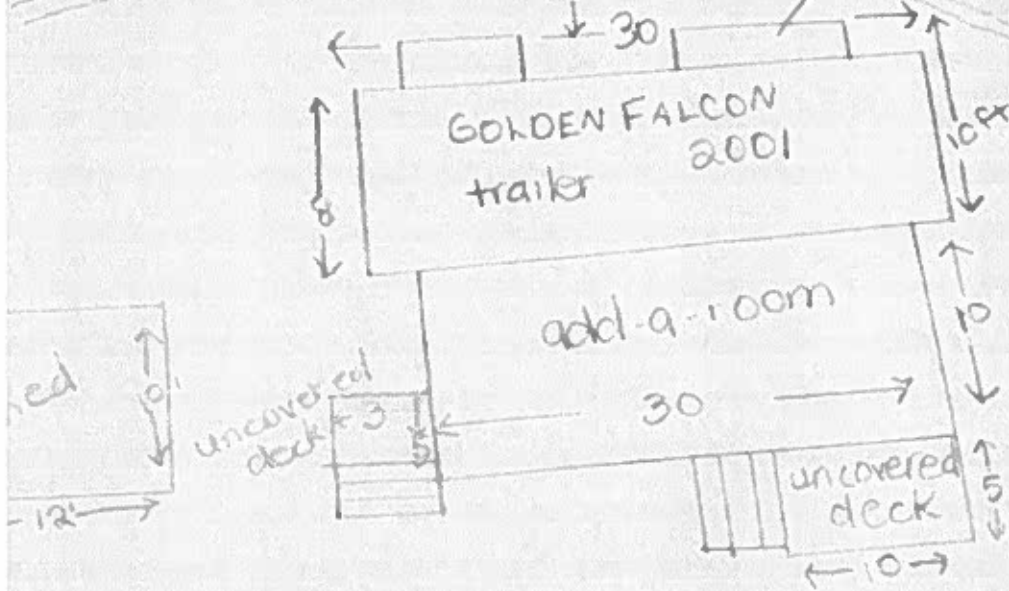
Not to Scale
+
Approximate
measurements



road leading to water

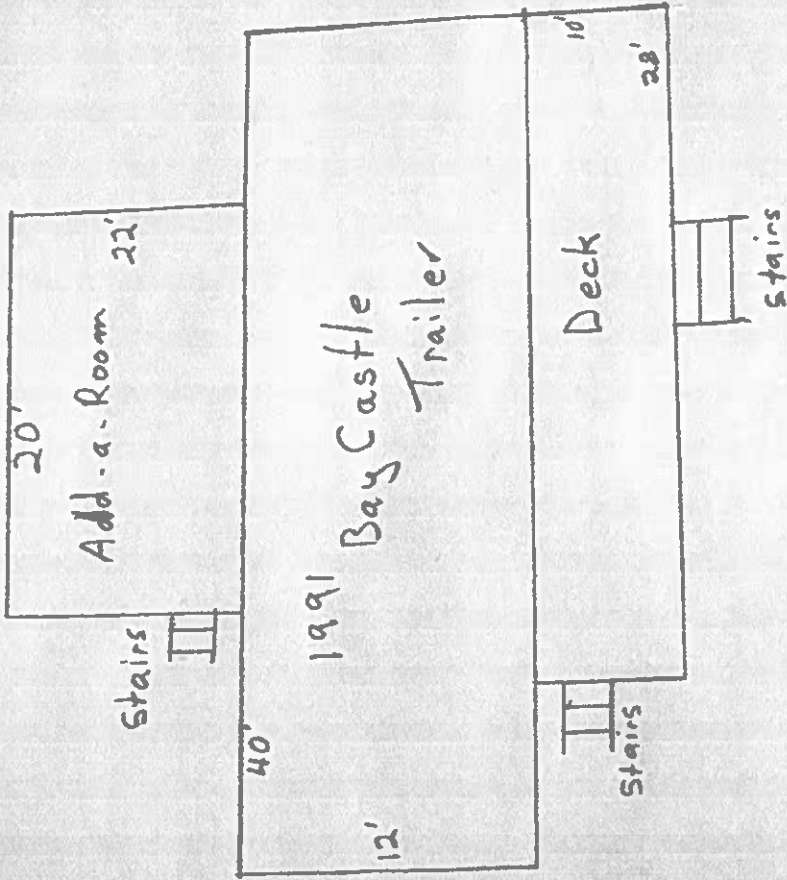
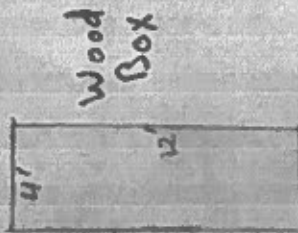
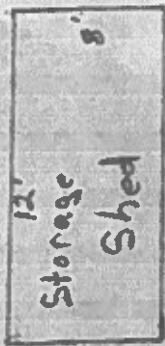
host forest pkw

tipout



Lot 32

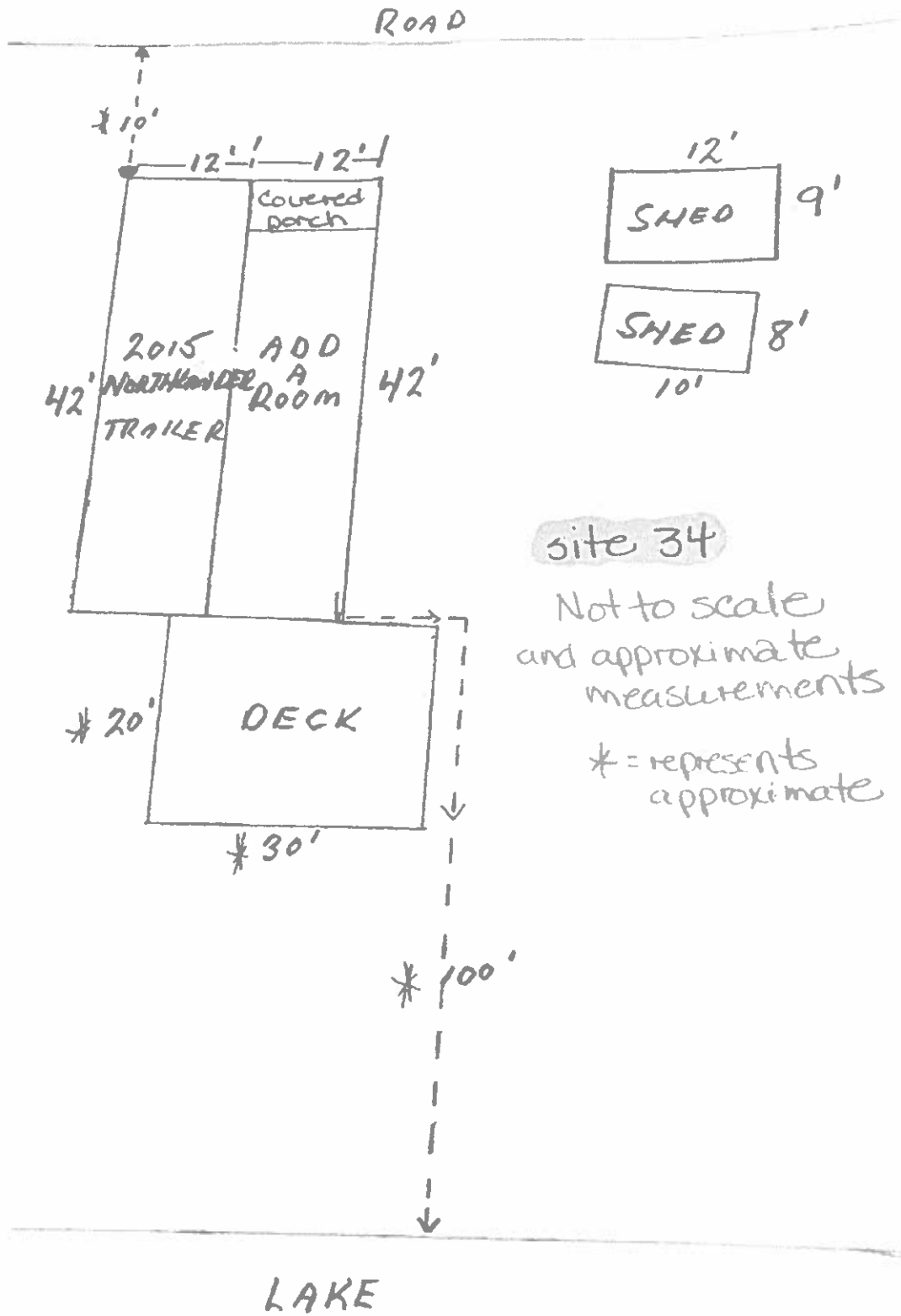
Willy and Norma Verstegen



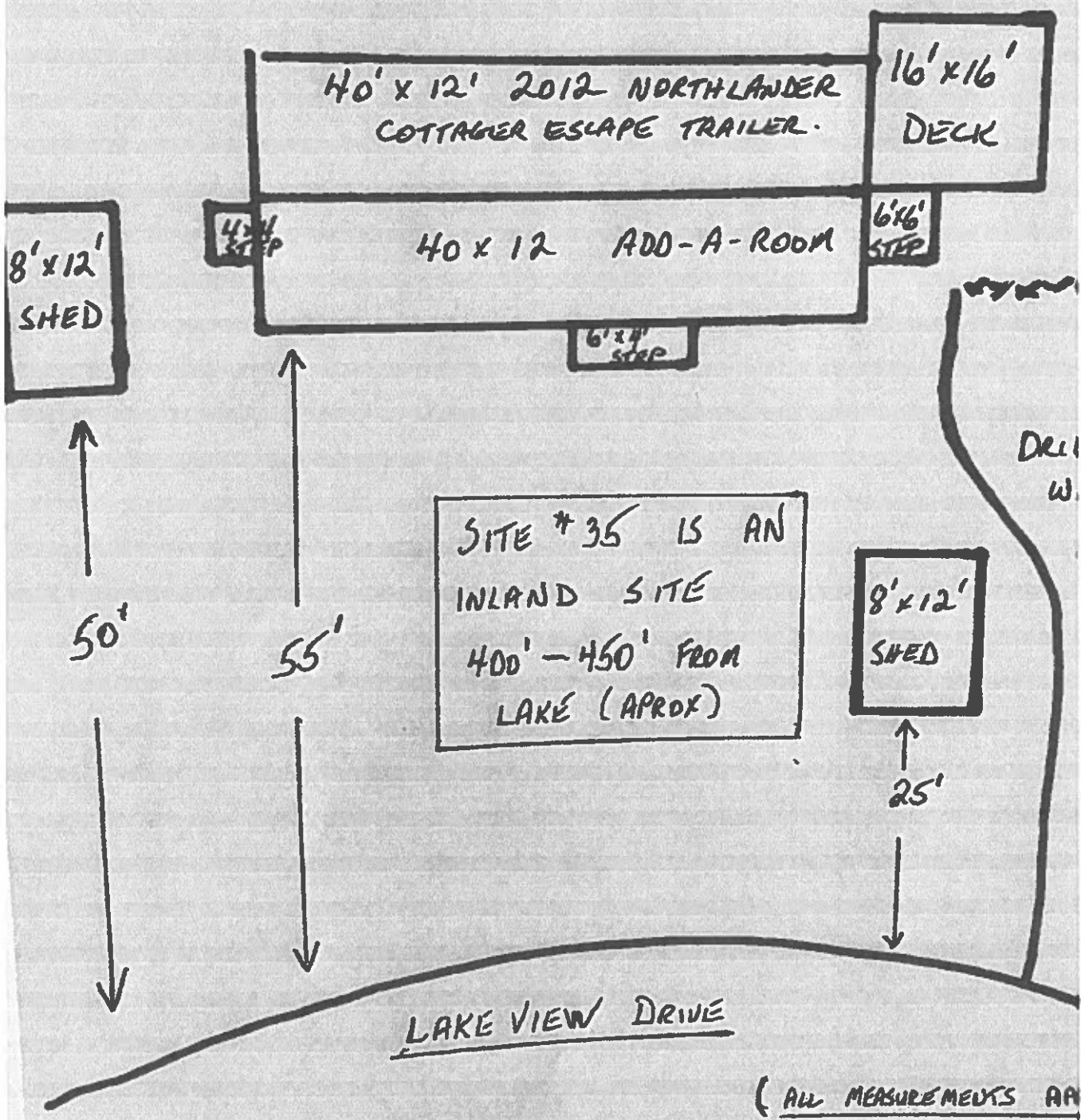
Site #33

Not to scale

ALL approximate measurements.
From road 50'
From water 300'

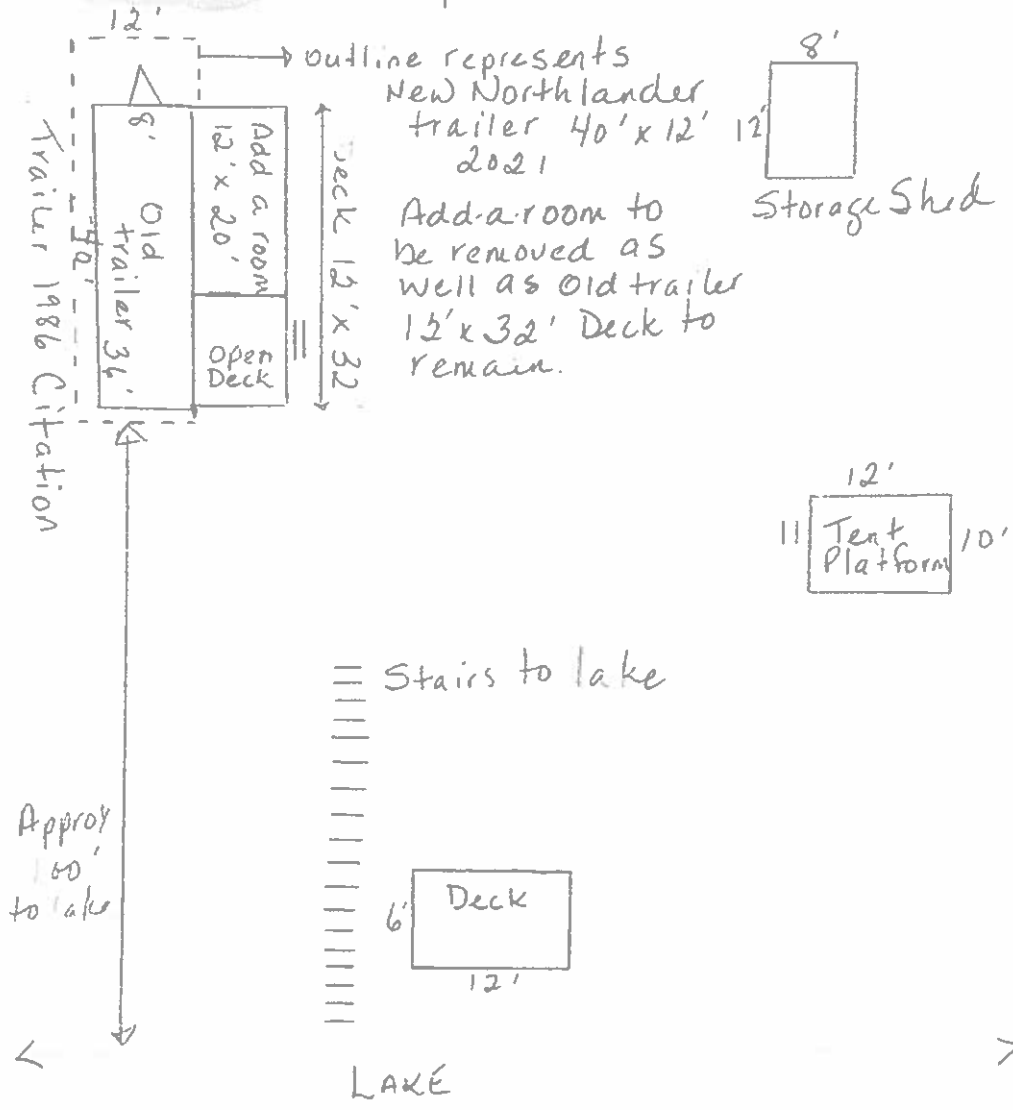


LFP SITE #35
(D+Y STACEY)



(ALL MEASUREMENTS ARE APPROXIMATE)

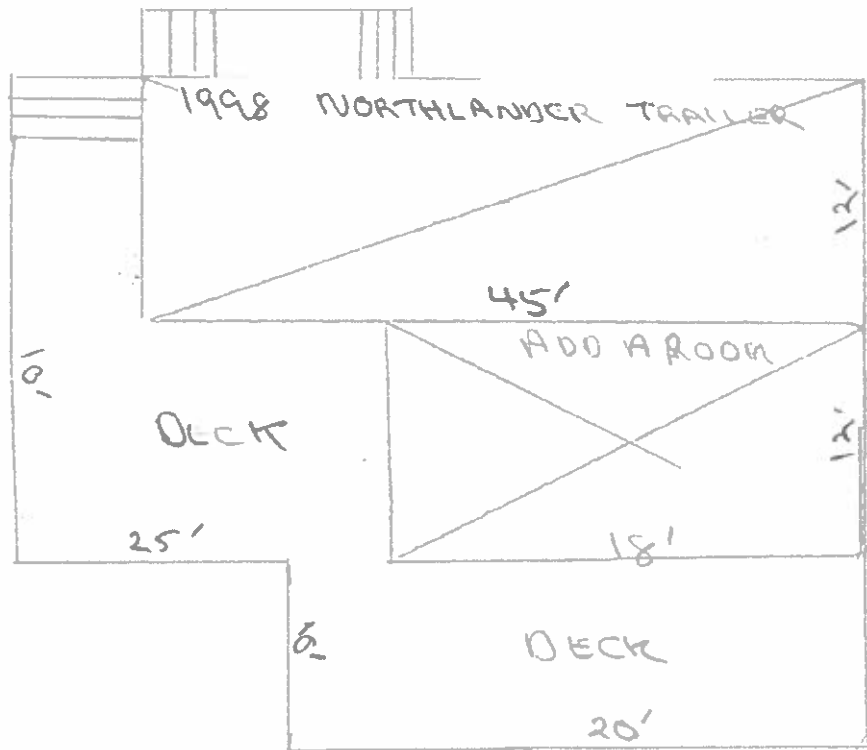
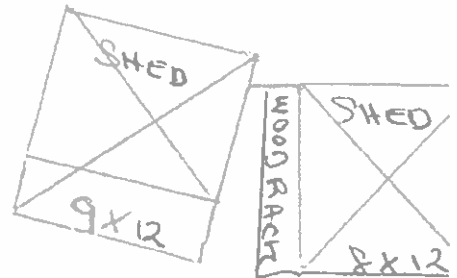
Site #36 - Kathy White



LFP SITE # 37

NOT TO SCALE

ROAD



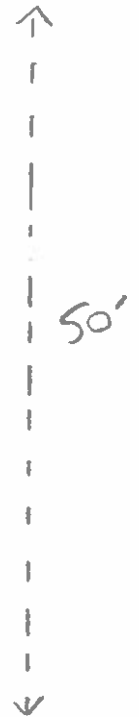
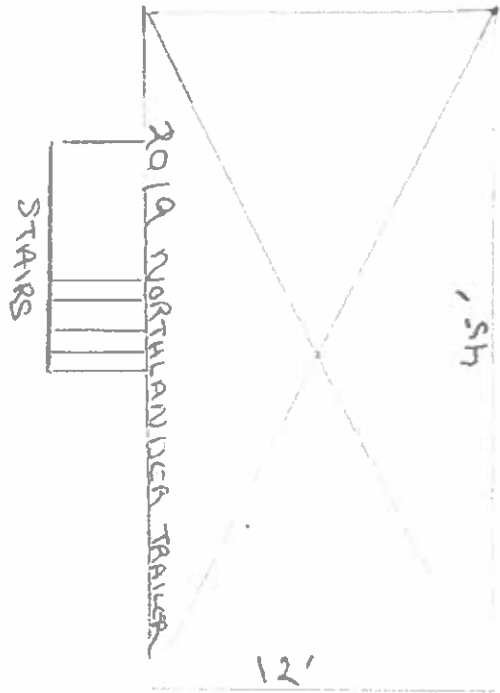
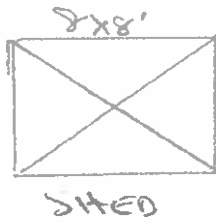
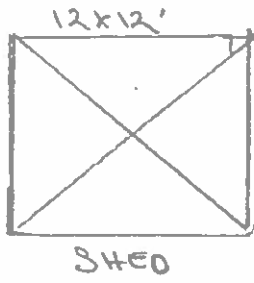
ABOUT 100' TO LAKE



LAKE

LFP SITE # 38

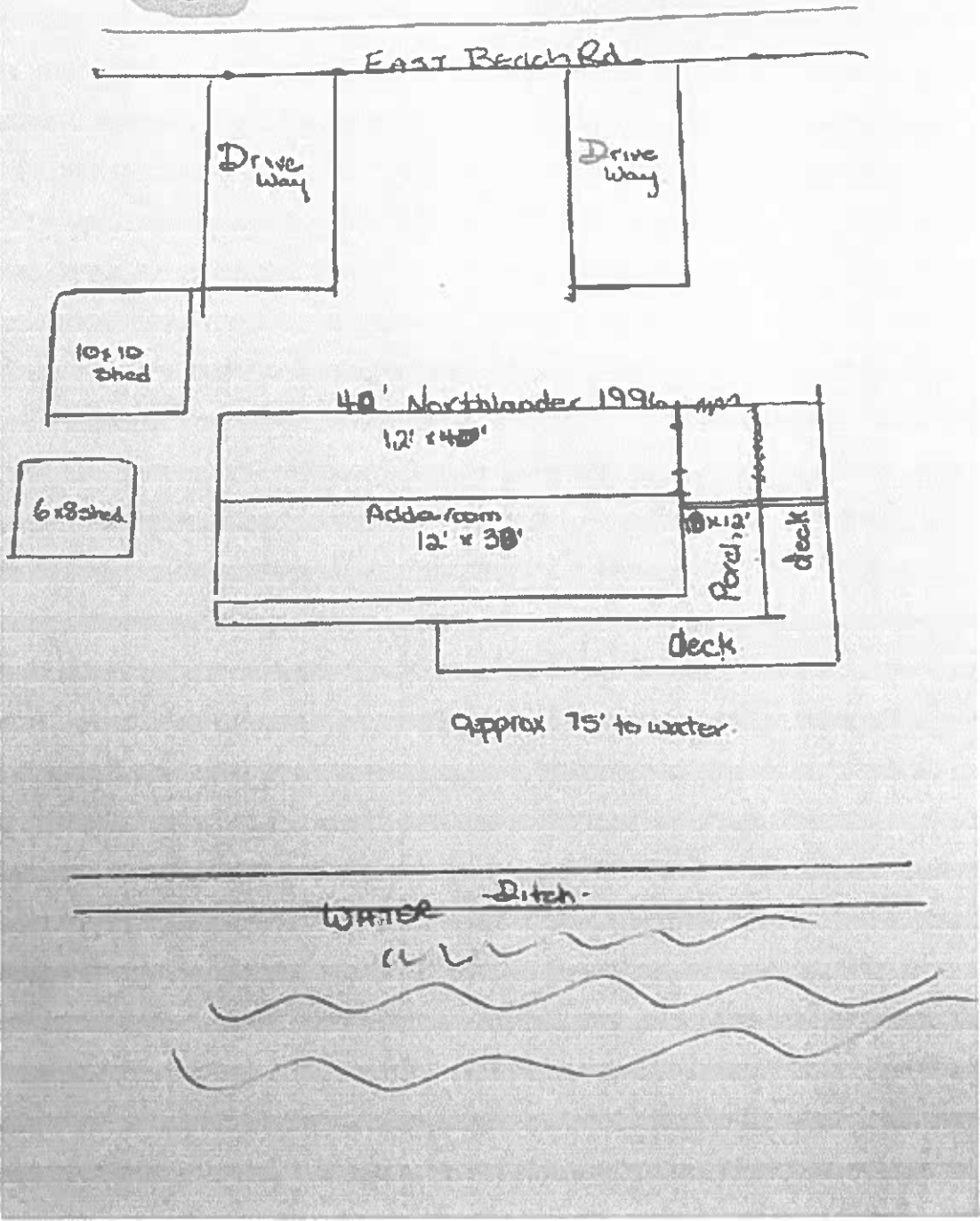
NOT TO SCALE



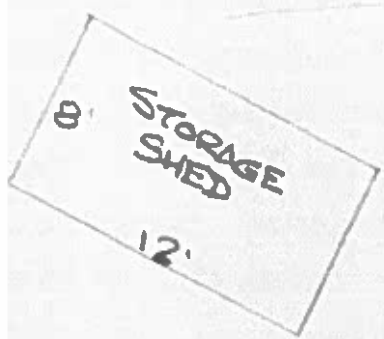
ROAD

#39

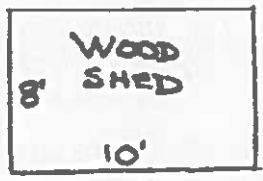
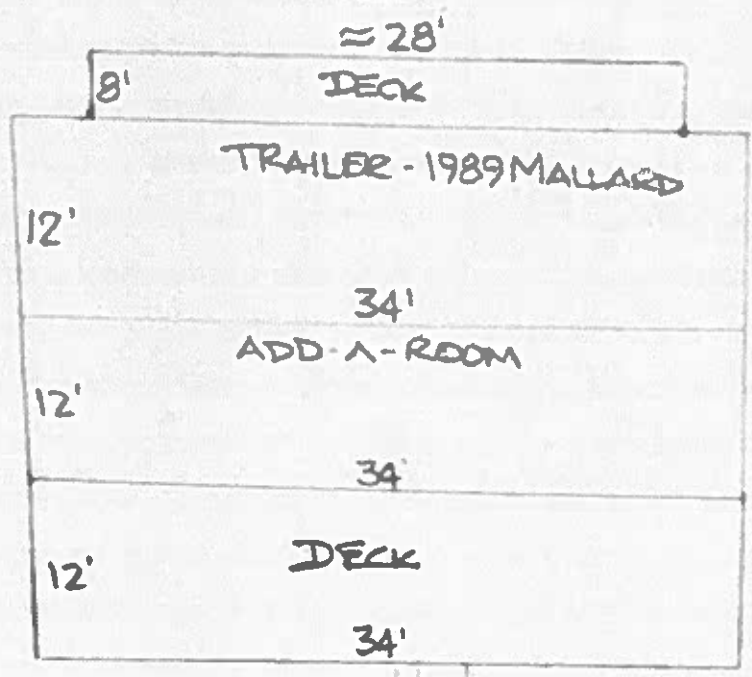
Snell



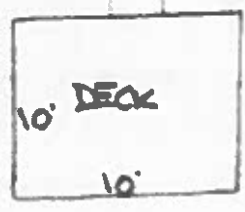
ROADWAY



SITE #40



PATHWAY



≈ 1000'

Y

LAKE

NOTE:
 ALL MEASUREMENTS
 ARE APPROXIMATE (≈)
 - AND -
 DRAWING NOT TO SCALE

LAKE

EAST
BEACH

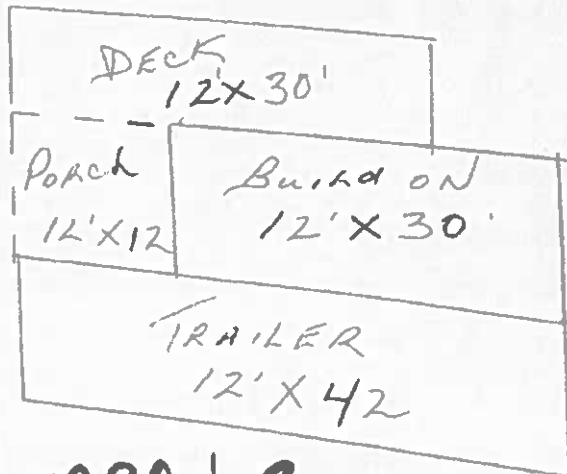
LOT LINE

100'

WOODSAPID
4' X 12'

SHED
8' X 12'

41



LANE

1990

BAY
CASTLE
MANOR

Road

50'

Carey Site #42 LFP

Trailer: 2017 Northlander 45' x 12'

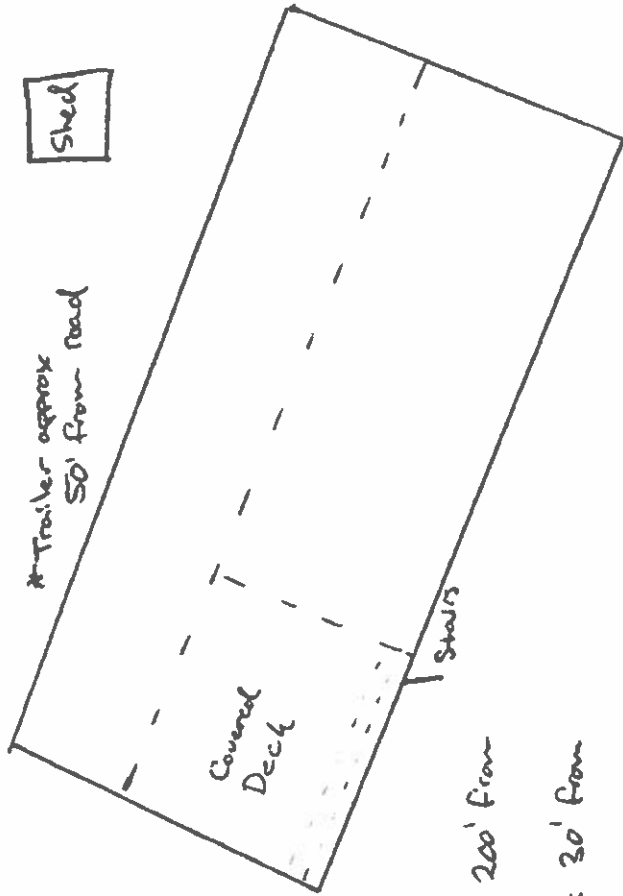
Add-a-room: 35' x 12'

Covered Deck: 12' x 10'

Sheds built in compliance with LFP Schedule "B"

LFP Entrance →

Road →



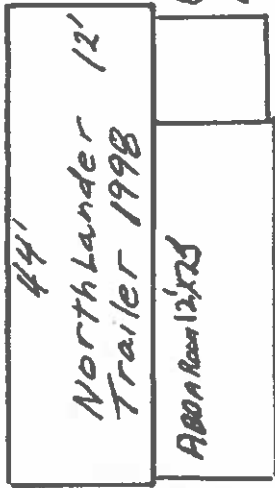
Shed

Shed approx 200' from water

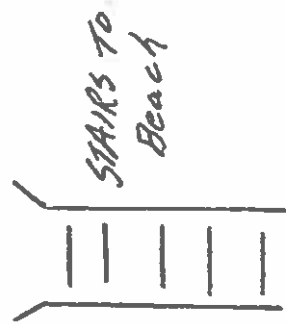
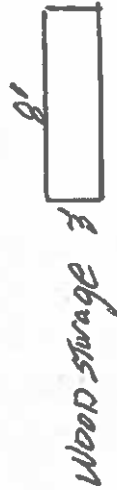
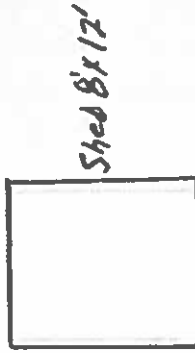
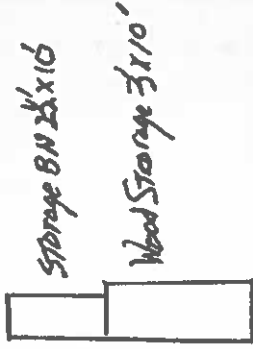
Shed approx 30' from road

Road

Site #43



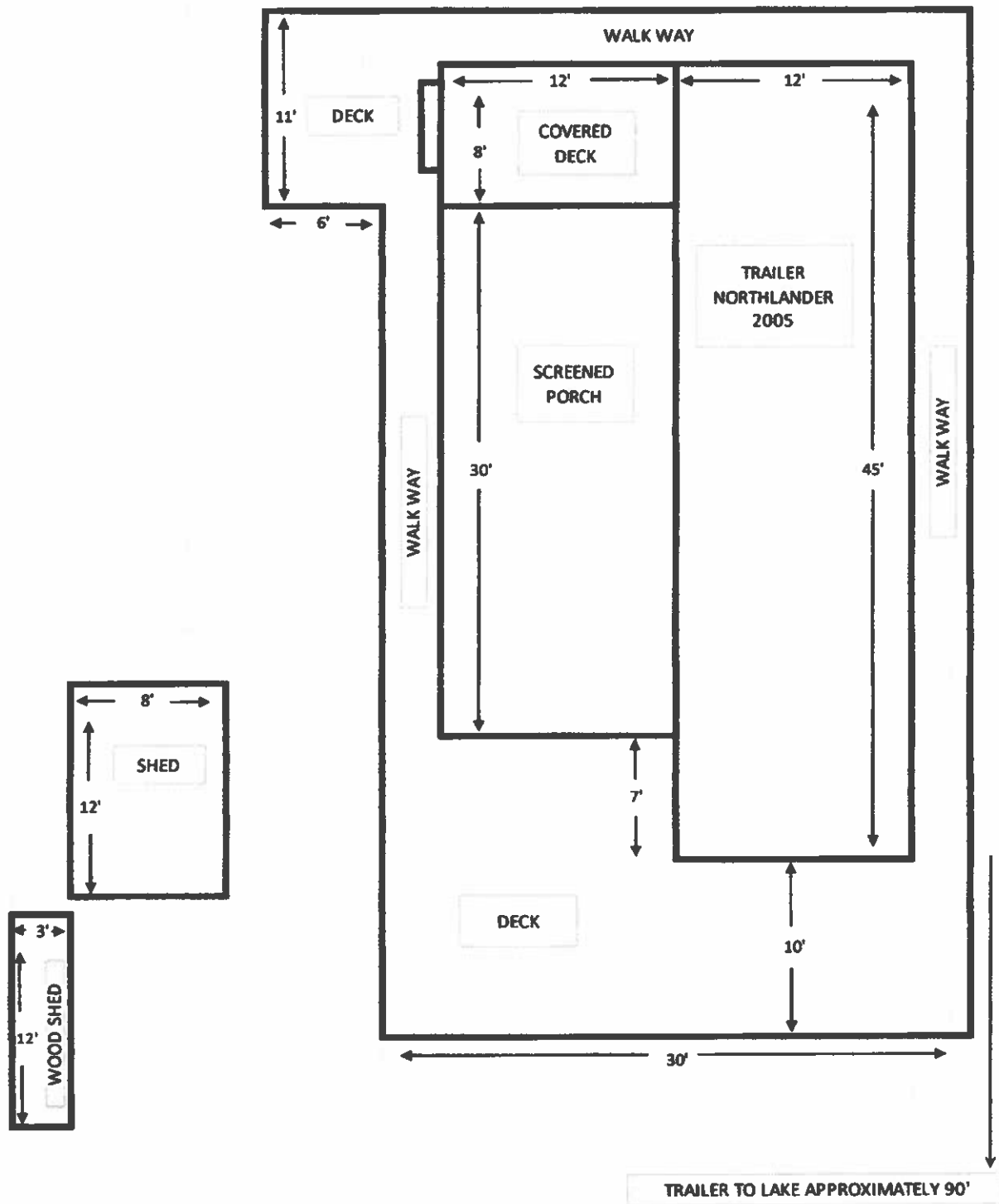
OPEN DECK
12'x12'



Notes - All Dimensions are
APPROXIMATE

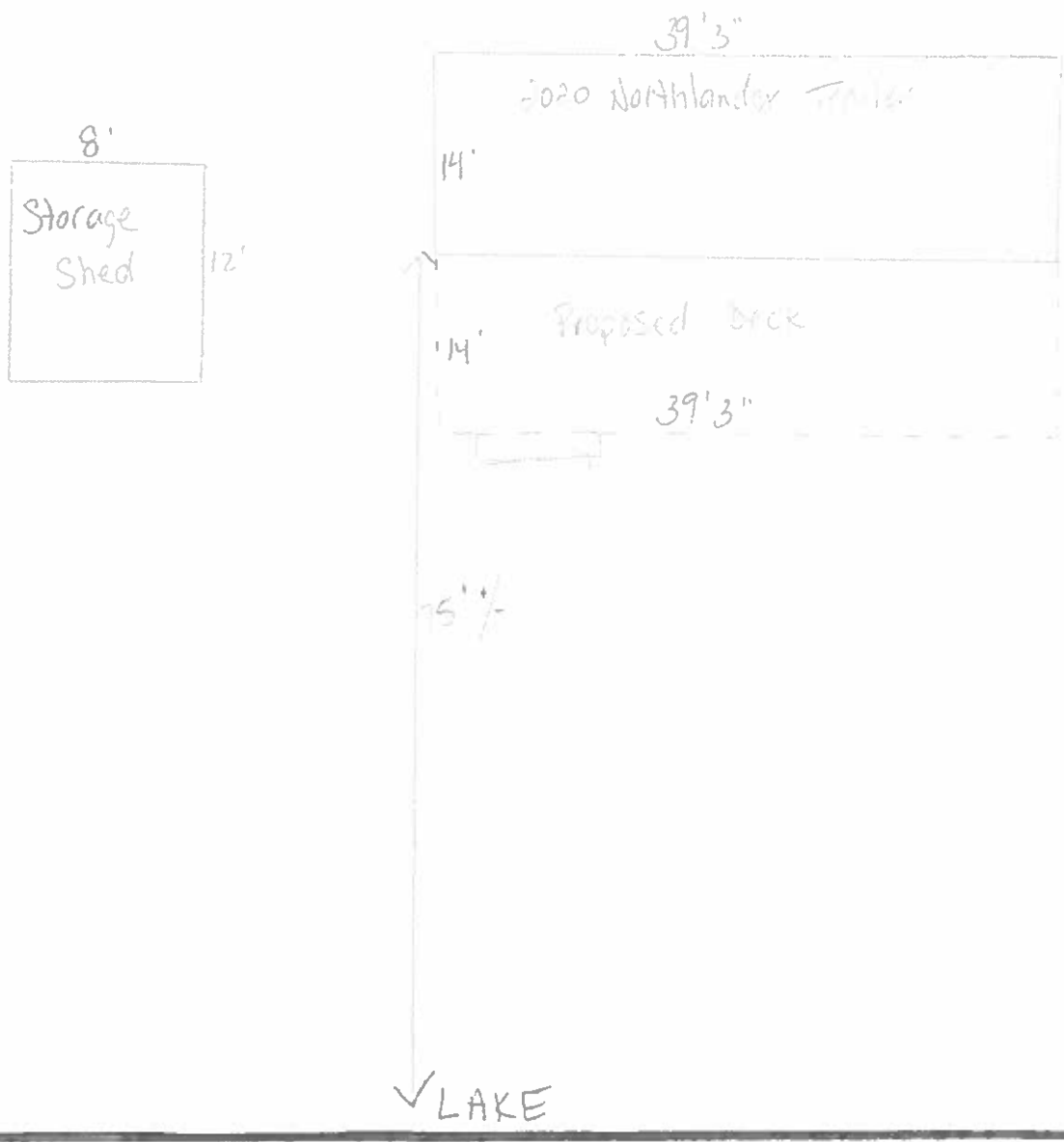
Distance ADD-A-ADOM
FROM WATER 130' ±

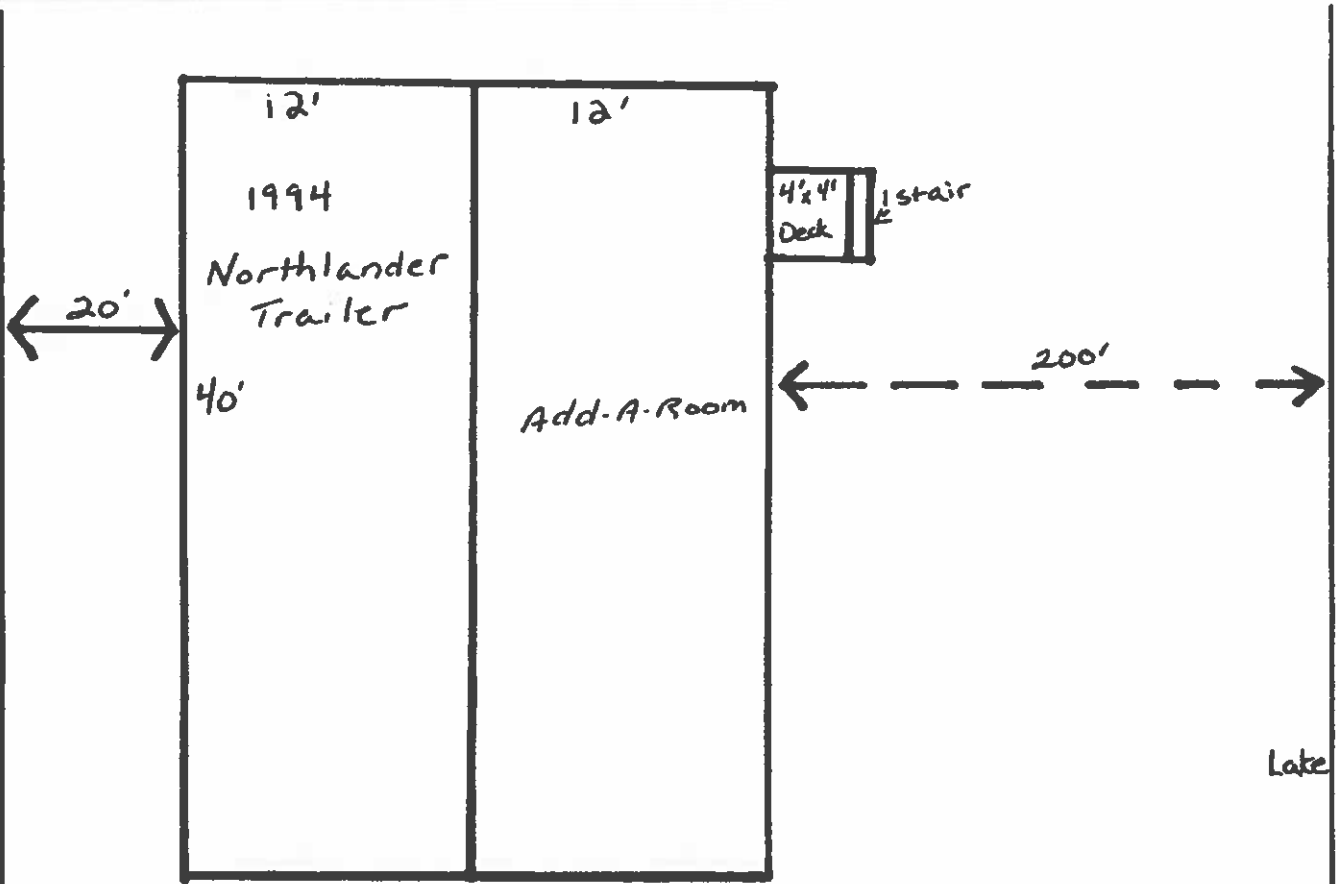
LFP SITE #44



Site #45

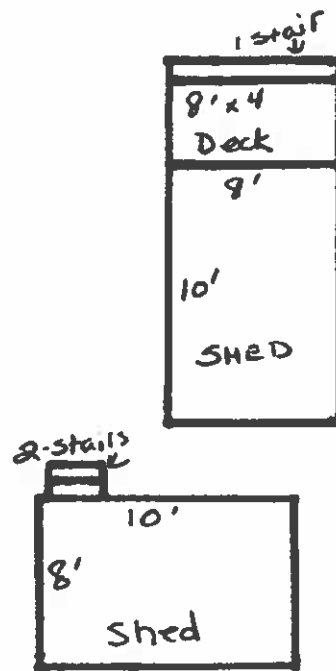
Not to Scale and approximate measurements 1/2"





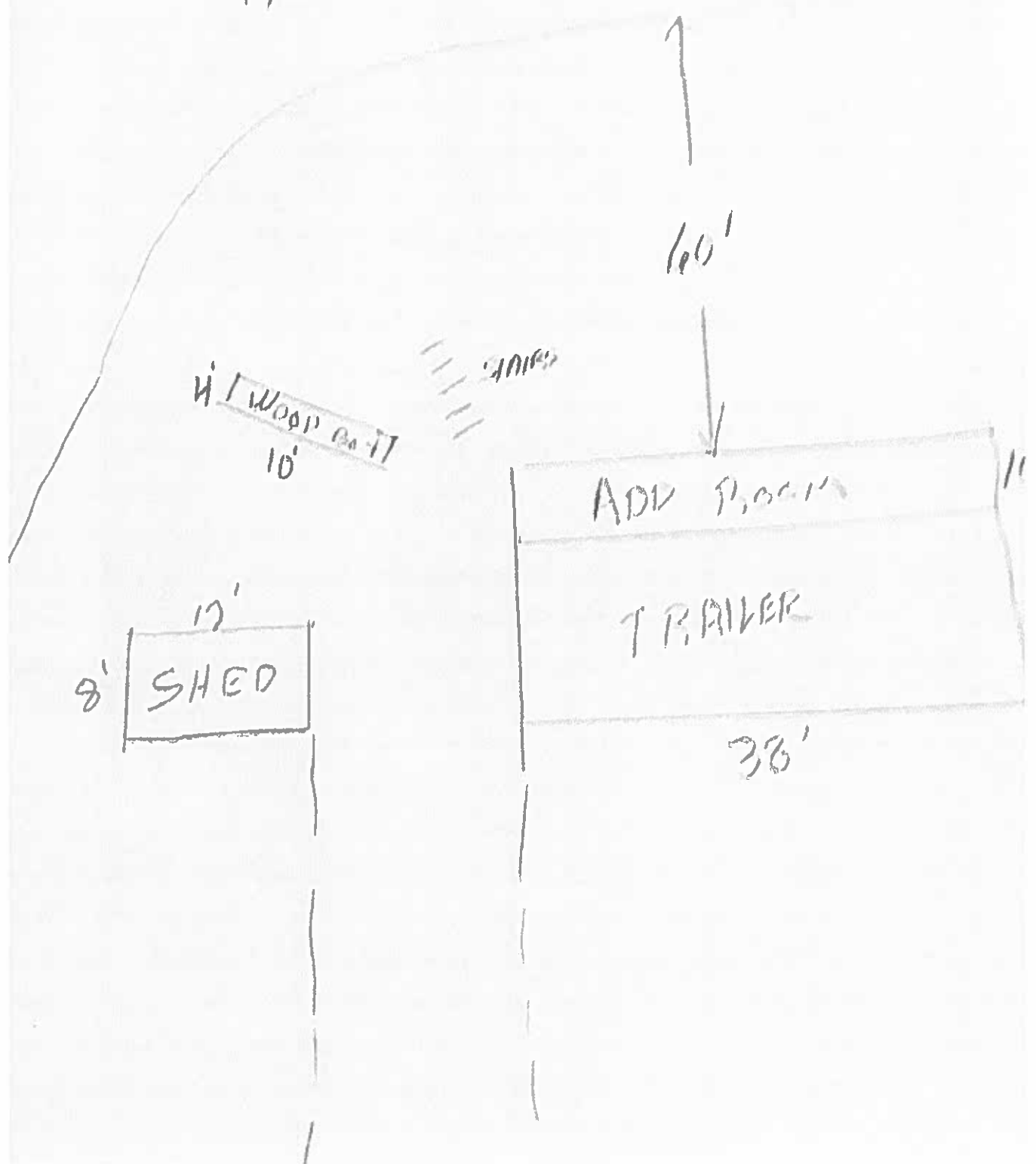
Site #46

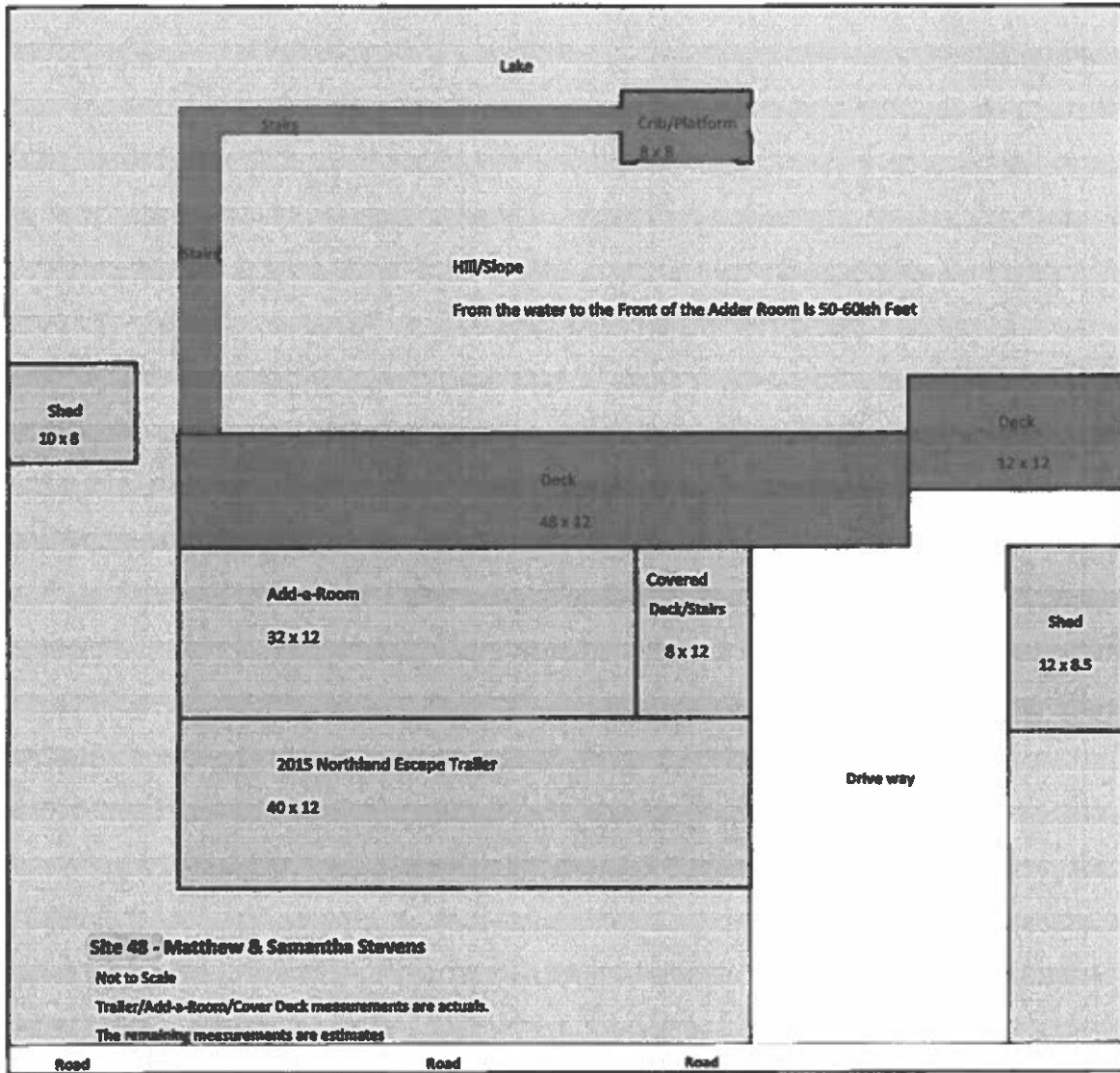
Not to scale
and approximate
measurements

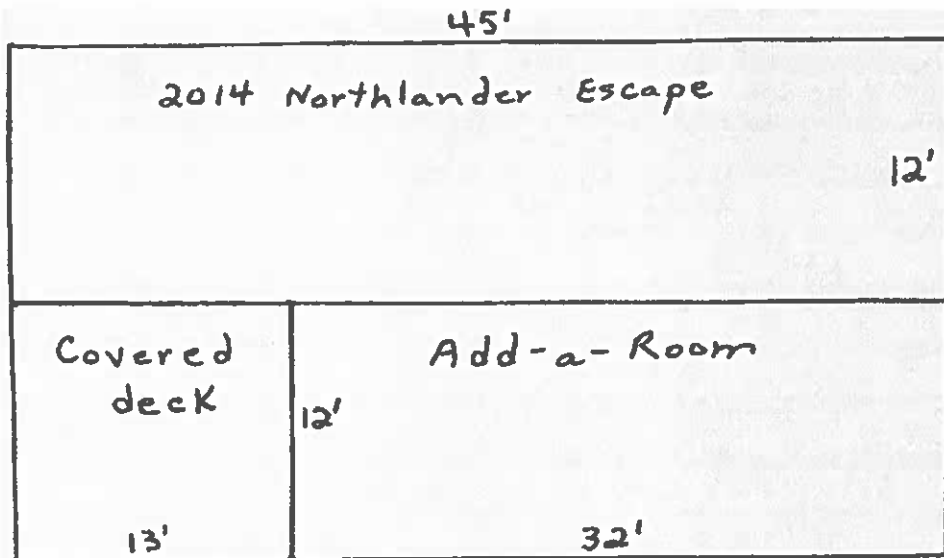


2014/11/17

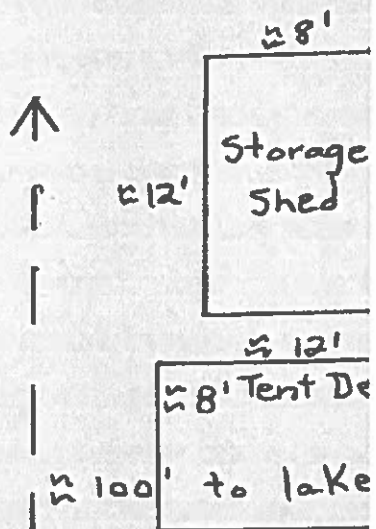
1. OWNER: [unclear]
1/27 - 28' CLEARANCE







4
0000

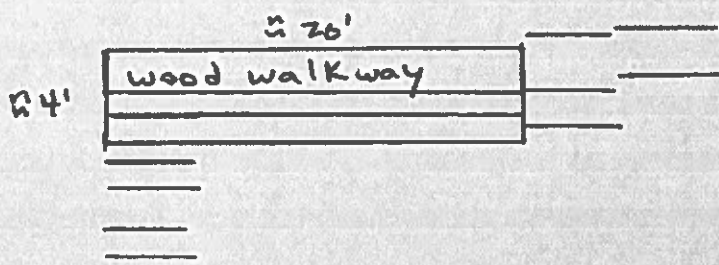


Stairs
to
Lake

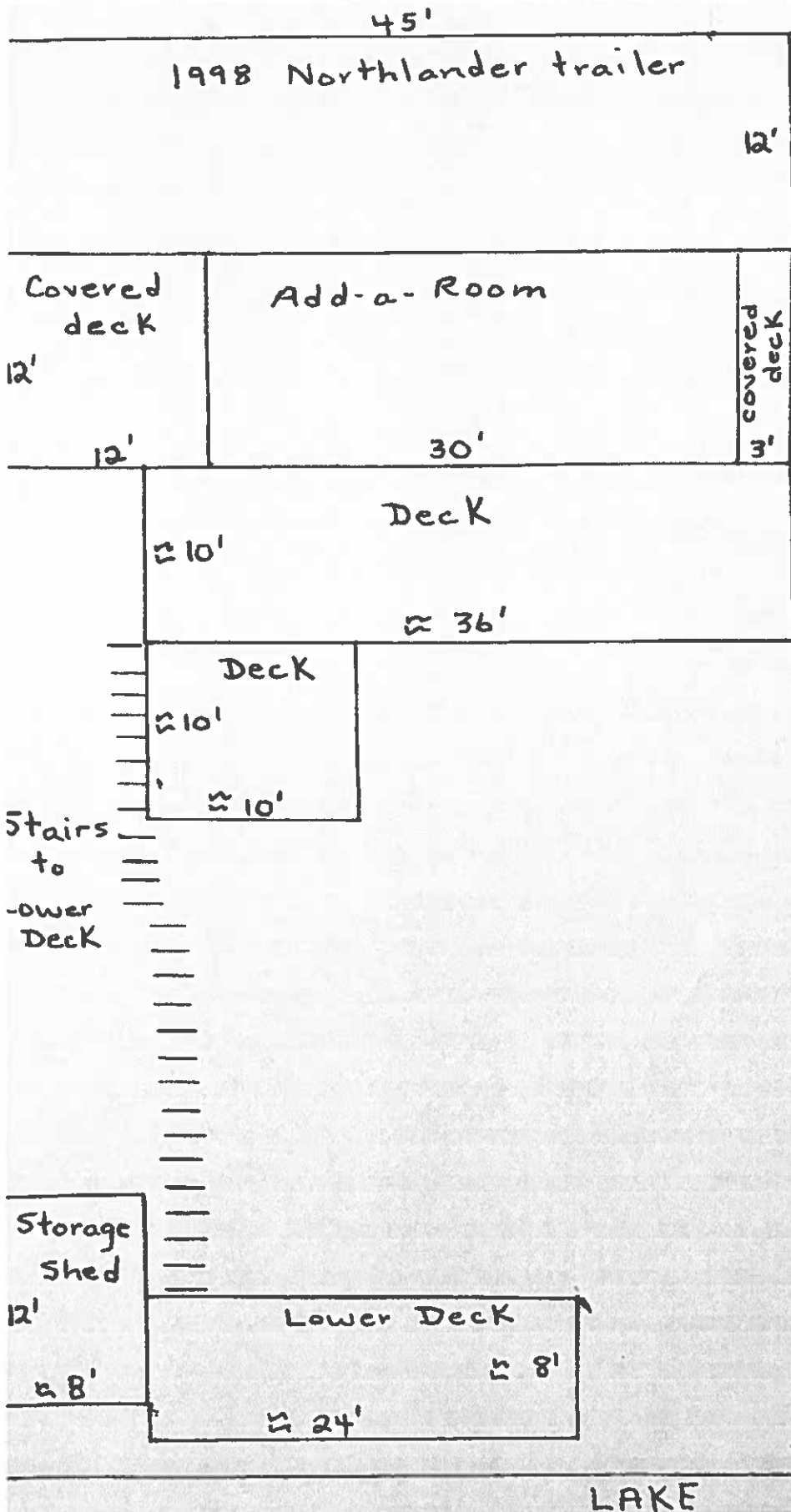


SITE #4

Not to scale
and approximate
measurements
R represents
approximate



LAKE



SITE #50

Not to scale and approximate measurements

≈ represents approximate

≈ 125' To lake

LFP LODGE AND SHOWER HOUSE

