

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2021 - 58

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A REQUIREMENT UNDER SUBDIVISION AGREEMENT, WITH THE OWNERS OF THE LANDS:

CHARLES VICTOR WAKELY AND CATHERINE LYNN WAKELY - LEGALLY DESCRIBED AS 42M-666 LOT 3, MUNICIPALITY OF MAGNETAWAN, MUNICIPALLY KNOWN AS 3 COBALT LANE, MAGNETAWAN. (ROLL: 494403000502303).

AND WHEREAS, a subdivision agreement was approved by the Council of the Municipality of Magnetawan 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 upon final approval from the Planning Consultant ensuring the site development does not offend the subdivision agreement.
2. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as "This Agreement."
3. That the Mayor and the Clerk are hereby authorized to execute the Agreement.
4. 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 3rd day of November, 2021

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this 5th day of NOVEMBER, 2021.

BETWEEN:

CHARLES VICTOR WAKELY & CATHERINE LYNN WAKELY
(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 3 Cobalt Lane, Plan 42M666, Lot 3, in the Municipality of Magnetawan;

AND WHEREAS the OWNER has made an application for site plan approval to facilitate the construction of a single detached dwelling and a boathouse on the subject lands;

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 3 Cobalt Lane, Plan 42M666, Lot 3 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 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 buffer around the subject lands and along the shoreline of the subject property as indicated in Schedule B of this Agreement.
- 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 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 or highway.
- 7.4 The OWNER further agrees that one pathway is to be constructed within the shoreline vegetative buffer shall be a maximum width of 1.8 m (6 ft.), meander, be constructed of permeable substances, and prohibit the removal of trees and riparian vegetation.
- 7.5 The OWNER also agrees to allow any disturbed areas of the Lands to regenerate and to plant further vegetation and trees if necessary from time to time if there is a loss of the shoreline vegetative buffer due to or as result of construction or development work having been carried out on the Lands or environmental conditions. The shoreline vegetative buffer shall be maintained to the satisfaction of the Municipality.
- 7.6 The OWNER further agrees not to excavate the Lands except for the purpose of construction in accordance with the Approved Plans referred to in Schedule "B". No soil, sand, gravel or other similar material shall be removed from the Lands except with the prior permission of the Municipality.
- 7.7 The OWNER agrees to incorporate the recommendations contained in the report prepared by Michalski Nielsen titled "Peer Review Report" dated August 12, 2008, which include the following:
- 7.7.1 The drain field for the lot be located and maintained approximately as shown in Drawing No. 1 of the Suitability of Onsite Septic Systems prepared by Georgian Engineering.
- 7.7.2 To every extent possible, on-site "B" Horizon soils be incorporated into construction of the septic field for the lot, owing to their high capability to irreversibly complex and retain phosphorus.
- 7.7.3 Should imported fill be needed to supplement the native on-site soils in constructing the septic field, it must have a demonstrated high capability to retain phosphorus through electrostatic binding and mineralization (i.e., greater than 50 milligrams of phosphorus/100 grams soil).
- 7.7.4 A minimum 10 metre wide natural shoreline buffer shall be maintained from the normal highwater mark of Ahmic Lake. A 2 metre wide pathway shall be permitted within the buffer. Within the buffer area vegetation shall be maintained and, only hazardous trees shall be permitted to be removed.
- 7.7.5 During the period of land clearing, grubbing and construction, sedimentation and erosion control works, in the form of silt fencing and straw bales, be located along the downgradient edge of the building envelope.

- 7.7.6 Disturbed slopes and exposed soils be restored with appropriate plantings and seed mixtures, as soon after construction is feasible.
- 7.7.7 The erosion protection measures be maintained in good working order until the exposed soils have been greened up.
- 7.7.8 The OWNER agrees to ensure that the septic systems are located above the flood contour line in accordance with the Suitability of Onsite Septic Systems report prepared by Georgian Engineering dated November 2007.
- 7.7.9 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.
- 7.7.10 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.
- 7.7.11 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.
- 7.7.12 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.
- 7.7.13 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 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.

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: Charles & Catherine Wakely
 467 Highland Park
 Cambridge, Ontario
 N3H 3H9

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

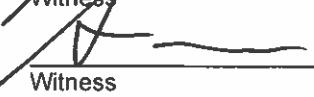
THIS AGREEMENT shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

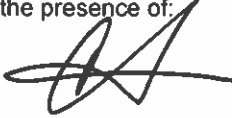
SIGNED, SEALED AND DELIVERED in the presence of:



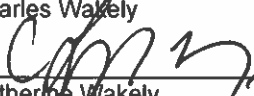
 Witness



 Witness




 Charles Wakely

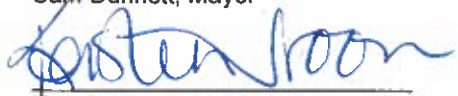


 Catherine Wakely

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



 Sam Dunnnett, Mayor



 Kerstin Vroom, CAO / Clerk

We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

42M-666 LOT 3, municipally known as 3 Cobalt Lane

Properties

PIN 52086 - 0549 LT
Description LOT 3, PLAN 42M666; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3
 42R-21654 AS IN GB146165; MUNICIPALITY OF 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 4304 Hwy #520, P.O. Box 70
 Magnetawan, ON P0A 1P0
 Attention: CAO/Clerk

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 WAKELY, CHARLES VICTOR
Address for Service 467 Highland Park
 Cambridge, ON N3H 3H9

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

Name WAKELY, CATHERINE LYNN
Address for Service 467 Highland Park
 Cambridge, ON N3H 3H9

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 11 26
 Orillia
 L3V 6J3 Applicant(s)

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 11 26
 Orillia
 L3V 6J3

Tel 705-325-1326

Fax 705-327-1811

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

File Number

Applicant Client File Number : 63-283-397