



Corporation of the Municipality of Temagami

Memo No.
2018-M-033

Memorandum to Council

Staff
 Committee

Subject: Site Plan Amendment No. SPC-18-08 Amends SPC-13-07 - Hodgins

Agenda Date: June 19, 2018

Attachments for Information:

- SPC-18-08 Site Plan Application & Draft Agreement
- SPC-13-07 Site Plan Agreement

RECOMMENDATION

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-033 regarding the proposed amendment of a previous site plan agreement;
AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-08, being an amendment to the existing site plan for Hodgins.

INFORMATION

Geoff Hodgins entered into a site plan agreement with the Municipality of Temagami in 2013 (Attached). The primary purpose of the agreement was to add an addition to an existing cabin also to add a sleep cabin on the property.

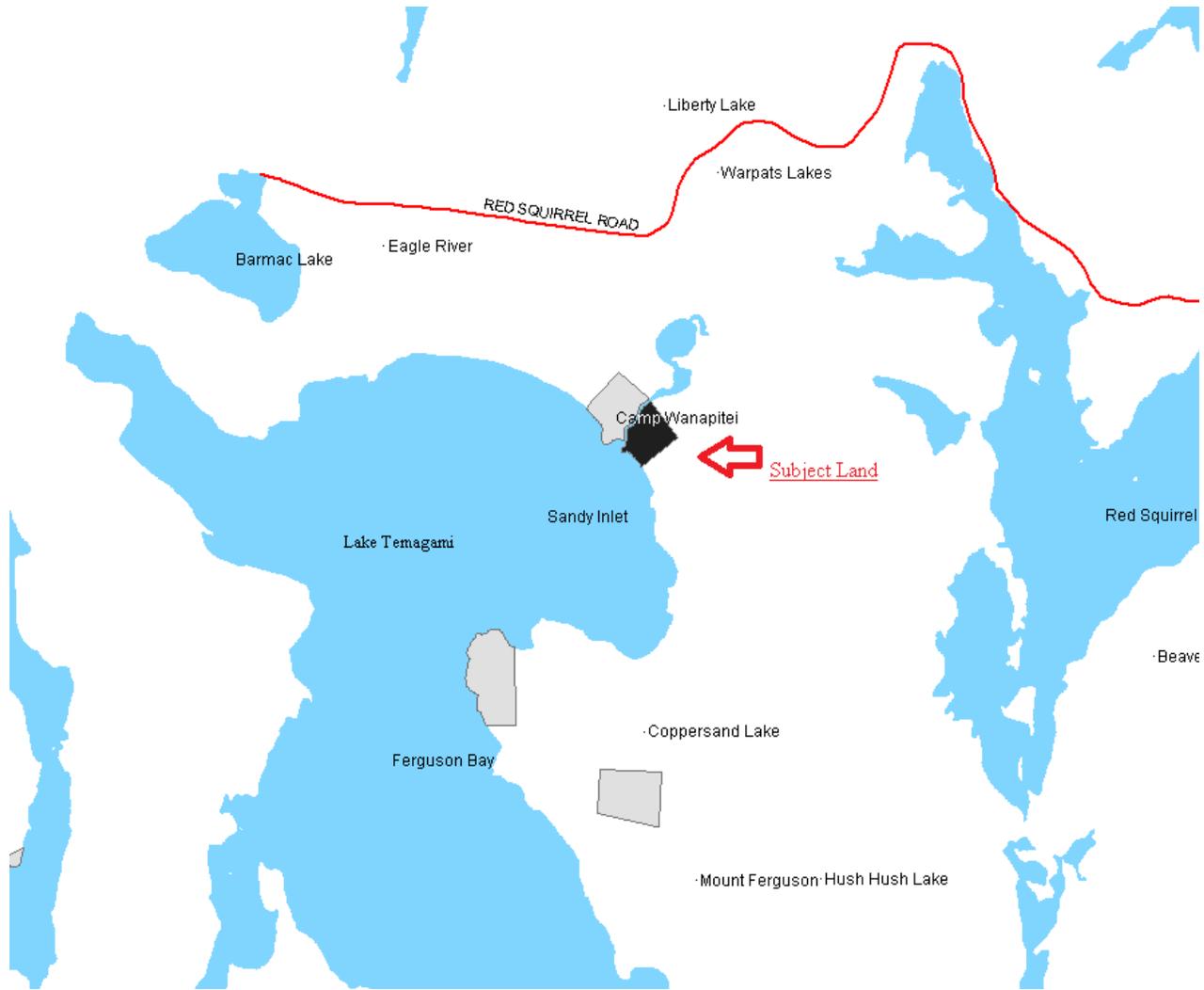
Jacquelyn, Geoff & Shawn Hodgins have made an application for site plan control. The property is zoned Tourist Commercial (TC) and By-law 07-728 requires that commercial properties be approved by Municipal Council and subsequently signed by the Mayor and Municipal Clerk.

The proposed development consist of:

1. The construction of an addition on Cabin #4 that is 3.7 m x 3.7m;
2. The construction of a proposed 6.1m x 8.5m dry boathouse; and
3. The reconstruction an existing shed 4.9m x 7.3m.

As per the Zoning By-law 06-650 section 7.11.2 (Land based boathouse) are permitted in accordance with s. 6.06 Boathouses. The development meets the other requirements of the Zoning By-law. It is recommended that Council pass a resolution authorizing the Mayor and Clerk to sign the attached Site Plan Agreement.

Context Map:



Prepared by:

Reviewed and Approved for Council consideration by:

**Tammy Lepage,
Planning Clerk**

**Monty Cummings
Chief Building Official**

Name, Position

Name, Position

Hodgins Property
Amendment to SPC -13-07

SPC-18-08 Amends
SPC-13-07.

The Corporation of the Municipality of
Temagami



Application for Site Plan Control

PLEASE READ BEFORE COMPLETING THIS APPLICATION

In addition to this form, the Applicant will be required to submit the appropriate fee, site plan, and any additional information required to assess the proposal. Failure to submit all of the required information may prevent or delay the consideration of the Application. If more space is required please use additional sheets.

Please Print and Complete or (✓) Appropriate Box(es)

SECTION 1 – APPLICANT INFORMATION	
1.1 Owner Information	
Name of Owner(s) JACQUELYN HODGINS / SHAWN HODGINS / GEOFF HODGINS	
Home Telephone Number [REDACTED]	Business Telephone Number
Fax Number	Email Address [REDACTED]
Mailing Address [REDACTED]	Postal Code [REDACTED]
If the owner is a corporation, please provide the name of the person who has the authority to bind the corporation and who will sign the legal agreement on behalf of the Corporation	
NOTE ALTERNATIVE ADDRESS	
Name(s):	[REDACTED]
Position(s):	[REDACTED]
1.2 Agent Information (Who is making the application on behalf of the owner)	
Name of Agent / Contact Person:	
Home Telephone Number	Business Telephone Number
Fax Number	Email Address
Mailing Address	Postal Code

1.3 Please specify to whom all communications should be sent

- Owner **JACQUELYN HODGINS**
- Agent
- Both Owner and Agent

SECTION 2 – LOCATION OF THE SUBJECT LAND

2.1 Location of Land

Municipal Address

2845 RED SQUIRREL RD, TEMAGAMI, ON, P0H 2H0

Legal Description

ASTON PT SR LOC HS 2020 PCL 15316 NIP REM

SECTION 3 – AUTHORIZATION

3.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION

I, _____, am the owner of the land that is subject of this application and I authorize _____ to make this application on my behalf.

Signature of Owner(s)

Date

3.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

AUTHORIZATION OF OWNER FOR AGENT TO DISCLOSE PERSONAL INFORMATION

I, _____, am the owner of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I authorize _____ to make this application on my behalf.

Signature of Owner(s)

Date

3.3 Consent of Owner – Complete the consent of the owner concerning personal information set out below

CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

I, Geoff Hodgins, Jacquelyn Hodgins, Shawn Hodgins, am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

[Signature]
Signature of Owner(s)

May 3/18 & MAY 20/18
Date

3.4 Consent of Owner – Site Visit

I, Geoff Hodgins, Jacquelyn Hodgins, Shawn Hodgins, am the owner of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

[Signature]
Signature of Owner(s)

May 3/18 & MAY 20/18
Date

SECTION 4 – CHECK LIST

Have you remembered to attach the following

- 2 copies of the completed application form
- 2 copies of the required sketch
- 2 copies of any required technical or justification study
- The required fee (cheque payable to the Municipality of Temagami)

SECTION 5 – DESCRIPTION OF THE PROJECT

5.1 Project Description

Nature and extent of project

PROPOSED CONSTRUCTION: CABIN ADDITION & DRY BOAT HOUSE

Description of any proposed buildings/structures

PROPOSED RECONSTRUCTION: OF A SHED

Description of any proposed uses

STORAGE

Geoff & Jackie

3.3 Consent of Owner - Complete the consent of the owner concerning personal information set out below:

CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

I, Geoff Hodgins
Jacquelyn Hodgins, Shawn Hodgins am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

Signature of Owner(s) May 3/10
Date

3.4 Consent of Owner - Site Visit

I, Geoff Hodgins
Jacquelyn Hodgins, Shawn Hodgins am the owner of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

Signature of Owner(s) May 3/10
Date

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SECTION 5 - DESCRIPTION OF THE PROJECT

5.1 Project Description

Nature and extent of project

PROPOSED CONSTRUCTION: CABIN ADDITION + DECK BOAT HOUSE

Description of any proposed buildings/structures

PROPOSED RECONSTRUCTION: OF A SHED

Description of any proposed uses

STORAGE

SHAWN

SECTION 6 – AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)

I, JACQUELYN A. HODGINS
(full name)

of the FERNIE
(city, town)

in the EAST KOOTENAY REGION OF BRITISH COLUMBIA
(region, county, district)

make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Fernie
(city, town)

in the East Kootenay, Province BC.
(region, county, district)

this 28 day of May, 20 18


(Commissioner, etc.)


Owner

TODD LEFFLER
LAWYER
1361 - 7th Avenue
P.O. Box 1873
Fernie, B.C. V0B 1M0

Shawn Hodgins

of the Douro-Dummer

in the ON, KOL 3AO CANADA

make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Douro-Dummer

in the ON, KOL 3AO CANADA

this 17 day of May

Immacuiney
(Commissioner, etc.)

Owner
[Redacted Signature]

* Lack property owner
to declare the oath
*

SHAWN

WHEREAS
develop the lands and premises

00010000

SECTION 8 - AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)

I, Geoff Hodgins (full name)

of the town of Perth (city, town)

in the county of Lanark (region, county, district)

make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Barry's Bay (city, town)

in the Perth County (region, county, district)

this 20th day of May 2019, 20

PA Bowles
(Commissioner, etc.)

[Redacted Signature]
Owner

At each property owner
to declare the oath.
At

GEDFF

SCHEDULE A

SUMMER RESORT LOCATION H.S. 2020
TOWNSHIP OF ASTON

DISTRICT OF NIPISSING

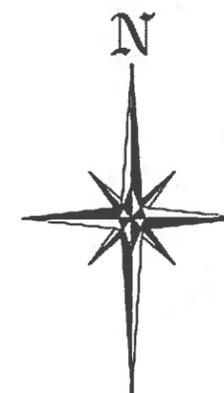
SCALE - 1 : 2000 Metres



NOVEMBER 24, 2009
REVISED FEBRUARY 20, 2013
REVISED MAY 10, 2013
BY GEOFF HODGINS
ARCHITECT

REVISED : MAY 25, 2018
By: JACQUELYN HODGINS

PART 1
PLAN 36R--2749
PIN 49001--0007



TOWNSHIP

ASTON

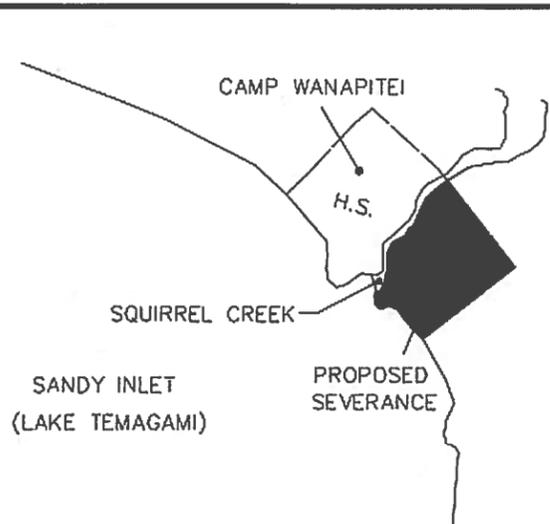
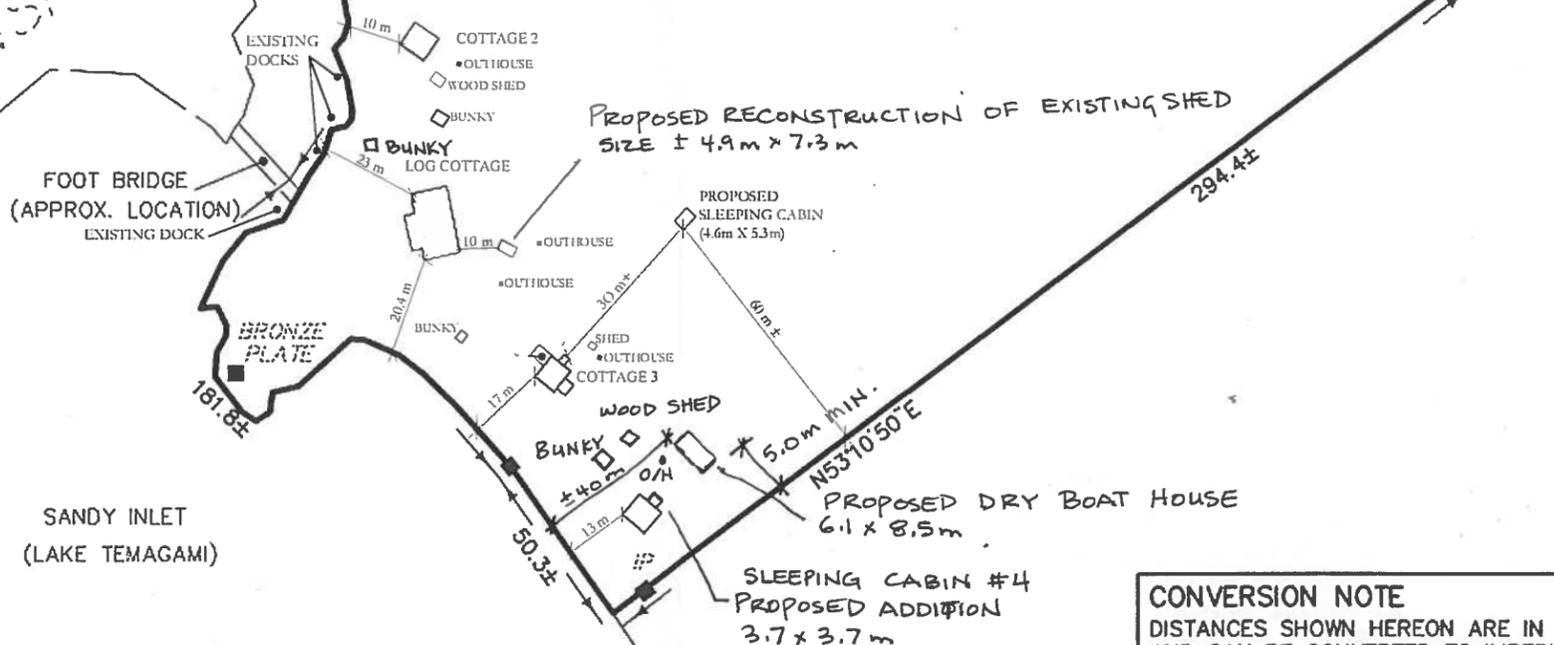
H.S.

2020

AREA=7.3±Ha

PIN 49001 -- 0008

CROWN



KEY PLAN SCALE 1:20000

SPC-18-08 - Hodgins - Amends SPC-13-07

Page 5 of 7

CONVERSION NOTE
DISTANCES SHOWN HEREON ARE IN METRIC
AND CAN BE CONVERTED TO IMPERIAL BY
DIVIDING BY 0.3048.

O/H OUTHOUSE
Quinn

Trow
Trow Geomatics Inc.
9 Wellington Street
New Liskeard, Ontario, P0J 1P0
1-800-461-4584

PLAN	DF	SCALE	1:2000
DRAWN	CM	JOB No	SN09071
		CHK	RWS

Addendum to Site Plan Control

June 14th, 2018

Hodgins Temagami Property

Log Cottage (Chateau) – As per sketch

Cottage #2 (Shawn's) – As per sketch

Cottage #3 (Kesis) – As per sketch plus 12' x 17'-6" (3.7 x 5.3 m) addition which has been completed

Cottage #4 (Jackie's) – As per sketch plus 12' x 12' (3.7 x 3.7 m) proposed addition

Bunkies between Log Cottage (Chateau) and Cottage #2 (Shawn's) - 8' x 12' (2.4 x 3.7 m)

Bunkies on river side of Chateau 8' x 12' (2.4 x 3.7m)

Bunkies (Little Brown Jug) between Log Cottage and Kesis - 7' x 7' (2.1 x 2.1 m)

Bunkies by Cabin #4 – (beside Jackie's) - 8' X 12' (2.4 x 3.7 m)

Shed by Log Cabin – Existing as per sketch. Proposed reconstruction 16' x 24' (4.9 x 7.3 m)

Shed by Cottage #3 (behind Kesis- Little Red Barn) – 10' X 21' (3.0 x 6.4 m)

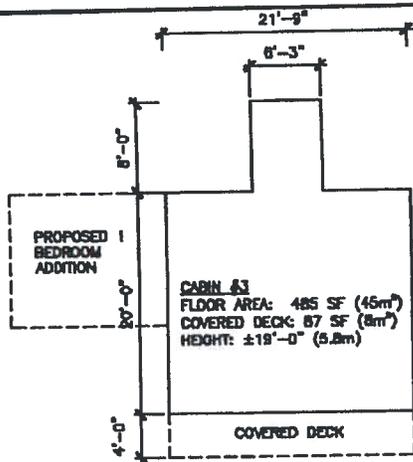
Wood Shed by Cabin #2 (beside Shawn's) – 11' x 17'-6" (3.4 x 5.4 m)

Wood Shed by Cabin #4 (by Jackie's) – 10' x 10' (3.1 x 3.1 m)

Proposed Dry Boat House / Shed – 20' x 28' (6.1 x 8.5 m)

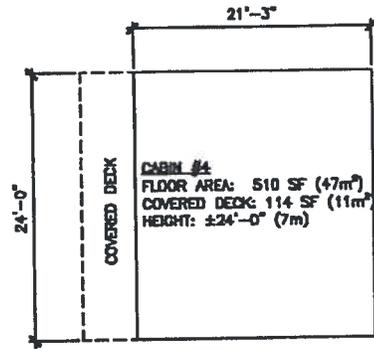
Proposed Sleeping Cabin (future) - 15' x 17'-6" (4.6 x 5.3 m)

Done 15/18
[Signature]



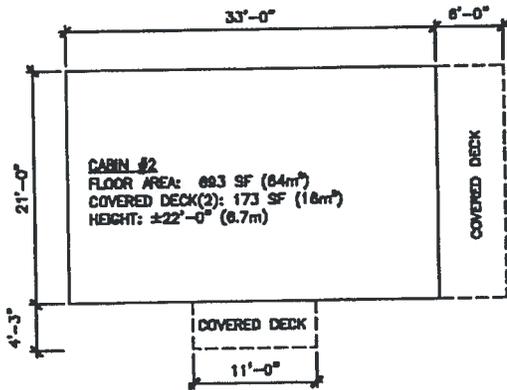
CABIN #3
 FLOOR AREA: 485 SF (45m²)
 COVERED DECK: 87 SF (8m²)
 HEIGHT: ±19'-0" (5.8m)

CABIN #3



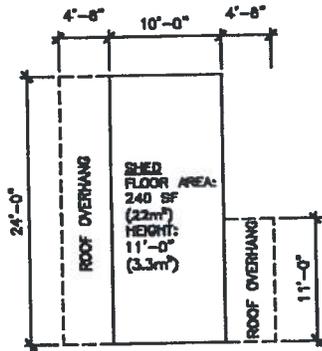
CABIN #4
 FLOOR AREA: 510 SF (47m²)
 COVERED DECK: 114 SF (11m²)
 HEIGHT: ±24'-0" (7m)

CABIN #4



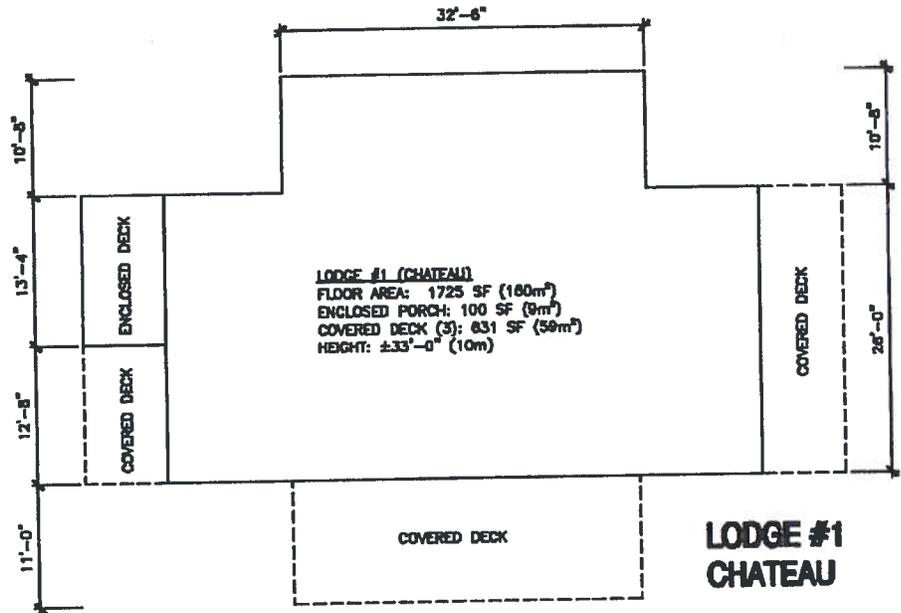
CABIN #2
 FLOOR AREA: 893 SF (84m²)
 COVERED DECK(2): 173 SF (16m²)
 HEIGHT: ±22'-0" (6.7m)

CABIN #2



SHED
 FLOOR AREA:
 240 SF
 (22m²)
 HEIGHT:
 11'-0"
 (3.3m)

SHED



LODGE #1 (CHATEAU)
 FLOOR AREA: 1725 SF (160m²)
 ENCLOSED PORCH: 100 SF (9m²)
 COVERED DECK (3): 831 SF (59m²)
 HEIGHT: ±33'-0" (10m)

**LODGE #1
 CHATEAU**



Hodgins Property, Lake Temagami
 HS 2020,
 Township of Aston, District of Nipissing

Date
 May 25, 2011

Scale
 3/32" = 1'-0"

Drawn by
 JAJ/hodgins

Project no.

SK-1

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI, ONTARIO P0H 2H0
(705) 569-3421
FAX: (705) 569-2834
E-MAIL: visit@temagami.ca
WEBSITE: www.temagami.ca



SITE PLAN CONTROL AGREEMENT NO. SPC-18-08 AMENDS SPC-13-07

THIS AGREEMENT made this _____ day of _____, 20__

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

OF THE FIRST PART

- and -

**JACQUELYN ANNE HODGINS, SHAWN PRESCOTT HODGINS AND GEOFF
STANLEY HODGINS, P.O. BOX 294, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Owner*")

OF THE SECOND PART

WHEREAS the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

Roll Number: 4869-680-000-10000-0000

Civic Address: 2845 Red Squirrel Road

Legal Description: PCL 15316 SEC NIP; SUMMER RESORT LOCATION HS2020
ASTON AS IN NP8177, EXCEPT PT 1 36R2749, RESERVING
THE LAND UNDER THE WATER OF SQUIRREL CREEK;
TEMAGAMI

Zone: TC – TOURIST COMMERCIAL

AND WHEREAS the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A and forms part of this agreement;

AND WHEREAS the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

AND WHEREAS the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

NOW THIS AGREEMENT WITNESSETH that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. GENERAL PROVISIONS

- 1.1 All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2 Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3 Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4 The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Sandy Inlet.
- 1.5 Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
 1. Construction of a 3.7m x 3.7m addition to Sleep Cabin #4;
 2. Construction of a 6.1m x 8.5m dry boat house; and
 3. Reconstruction of an existing 4.9m x 7.3 m.

2. AGREEMENT REGISTRATION

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

3. SCHEDULES AND REQUIREMENTS

The following schedules form part of this agreement:

Schedule A - Site Plan

4. BUILDING PERMITS

4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

5. ENFORCEMENT

5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.

5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

6. AMENDMENT, EFFECT AND NOTICE

6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.

6.2 The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

WITNESS the signature and seal of the parties hereto.

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

Mayor
Lorie Hunter

Municipal Clerk
Elaine Gunnell

Witness

Jacquelyn Anne Hodgins

Print Name: _____

Witness

Shawn Prescott Hodgins

Print Name: _____

Witness

Geoff Stanley Hodgins

Print Name: _____

FACSIMILE:

Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

SCHEDULE A

SUMMER RESORT LOCATION H.S. 2020
TOWNSHIP OF ASTON

DISTRICT OF NIPISSING

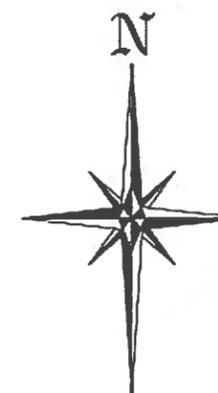
SCALE - 1 : 2000 Metres



NOVEMBER 24, 2009
REVISED FEBRUARY 20, 2013
REVISED MAY 10, 2013
BY GEOFF HODGINS
ARCHITECT

REVISED : MAY 25, 2018
By: JACQUELYN HODGINS

PART 1
PLAN 36R--2749
PIN 49001--0007



TOWNSHIP

ASTON

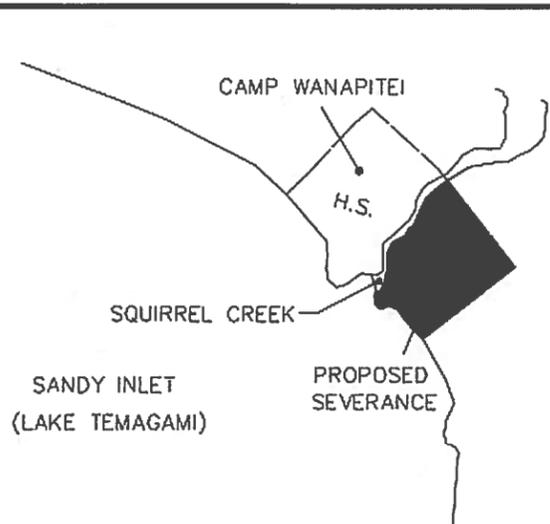
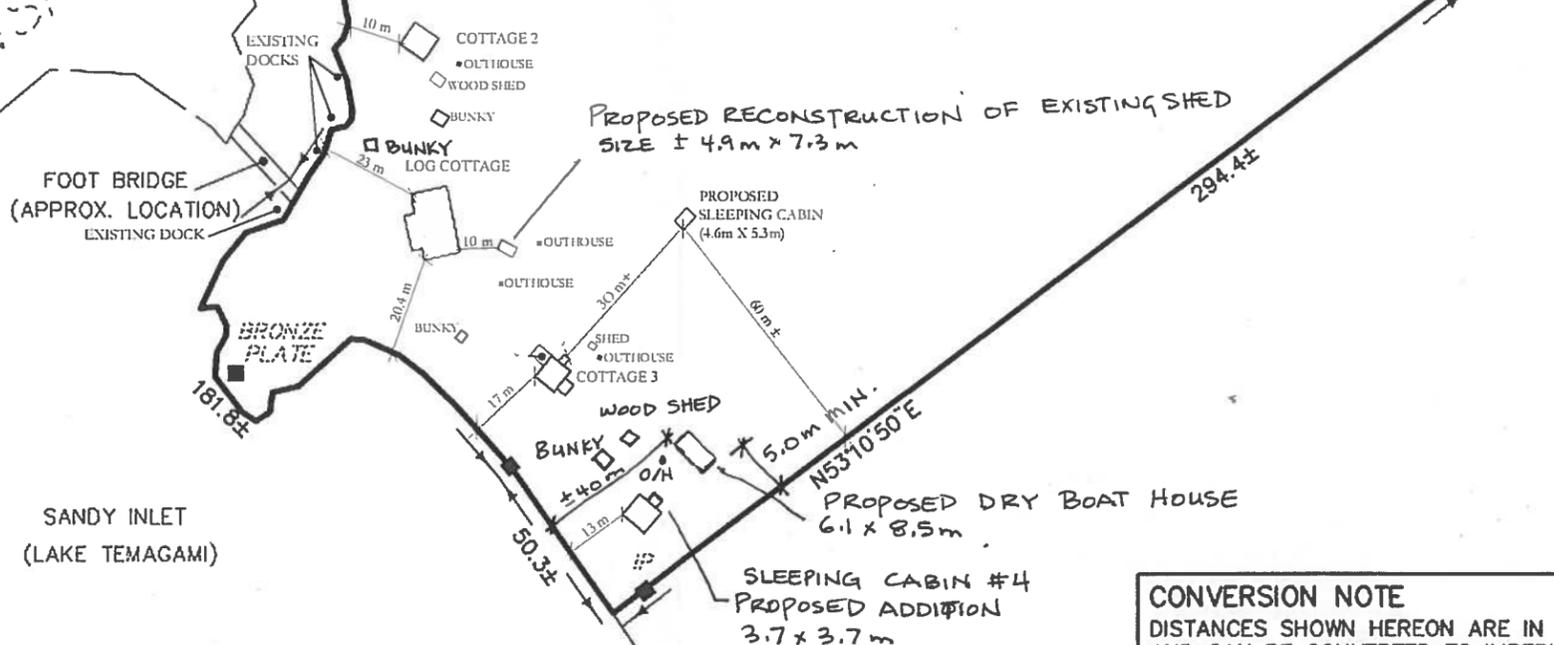
H.S.

2020

AREA=7.3±Ha

PIN 49001 -- 0008

CROWN



KEY PLAN SCALE 1:20000

SPC-18-08 - Hodgins - Amends SPC-13-07

Page 5 of 7

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AND CAN BE CONVERTED TO IMPERIAL BY
DIVIDING BY 0.3048.

O/H OUTHOUSE
Quinn

Trow
Trow Geomatics Inc.
9 Wellington Street
New Liskeard, Ontario, POJ 1P0
1-800-461-4584

PLAN	DF	SCALE	1:2000
DRAWN	CM	JOB No	SN09071
		CHK	RWS

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June 14th, 2018

Hodgins Temagami Property

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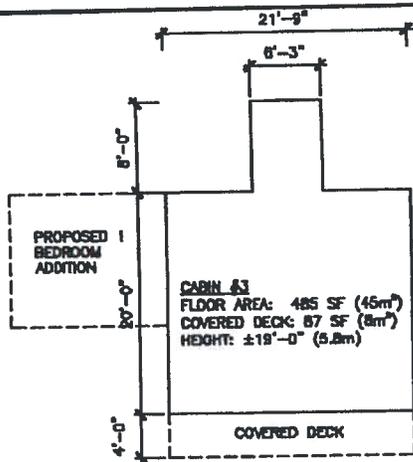
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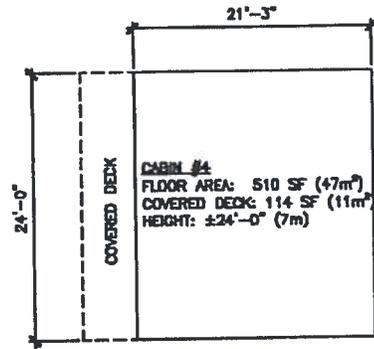
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Done 15/18
[Signature]



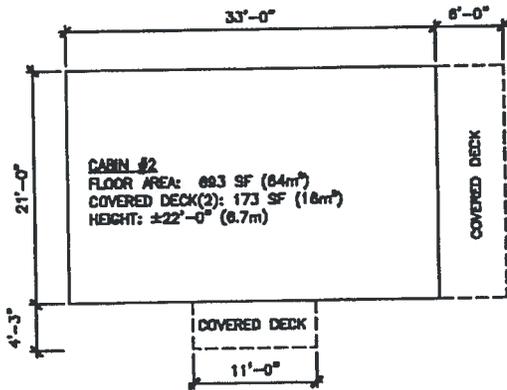
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CABIN #3



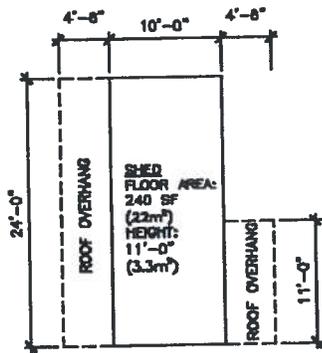
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CABIN #4



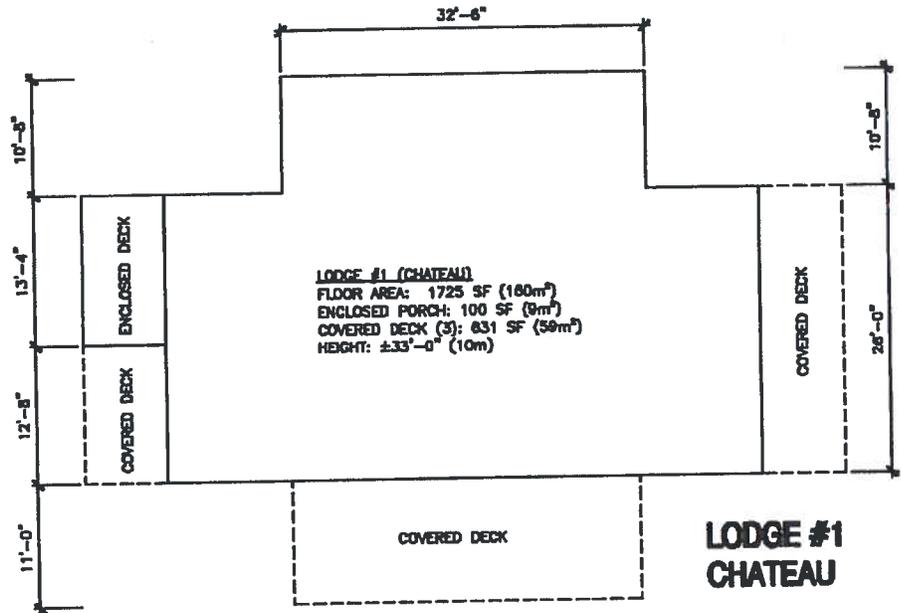
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CABIN #2



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 11'-0"
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SHED



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**LODGE #1
 CHATEAU**



Hodgins Property, Lake Temagami
 HS 2020,
 Township of Aston, District of Nipissing

Date
 May 25, 2011

Scale
 3/32" = 1'-0"

Drawn by
 JAJ/hodgins

Project no.

SK-1

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI, ONTARIO P0H 2H0
(705) 569-3421
FAX: (705) 569-2834
E-MAIL: visit@temagami.ca
WEBSITE: www.temagami.ca



SITE PLAN CONTROL AGREEMENT NO. SPC-13-07

THIS AGREEMENT made this 15 day of July, 2013

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON P0H 2H0**

(hereinafter called "*the Municipality*")

OF THE FIRST PART

- and -

**HODGINS, LARRY EDWIN and HODGINS, BRUCE WILLARD
54 AUBURN ST, UNIT 10, PETERBOROUGH, ON K9H 2G2**

(hereinafter called "*the Owner*")

OF THE SECOND PART

WHEREAS the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

Roll Number: 486968000010000

Civic Address: 2845 RED SQUIRREL RD

Legal Description: ASTON PT SR LOC HS 2020 LAKE; TEMAGAMI PCL 15316
NIP REM

Zone: TC – TOURIST COMMERCIAL

AND WHEREAS the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A, and forms part of this agreement;

AND WHEREAS the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

AND WHEREAS the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

NOW THIS AGREEMENT WITNESSETH that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. GENERAL PROVISIONS

- 1.1 All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2 Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3 Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4 Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule A, disturbances in the natural vegetation adjacent to the shoreline of Lake Temagami shall be limited to the following:

Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.
- 1.5 The Owner is responsible to mitigate stormwater runoff during the construction stage to ensure there is no runoff into Lake Temagami.
- 1.6 Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
 1. Construction of a sleep cabin
 2. Construction of an addition to an existing cabin

- 1.7 Should cultural heritage values (archaeological or historical materials or features) be identified during operations, all work in the vicinity of the discovery be suspended immediately.

2. AGREEMENT REGISTRATION

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

3. SCHEDULES AND REQUIREMENTS

The following schedules form part of this agreement:
Schedule A - Site Plan

4. BUILDING PERMITS

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

5. ENFORCEMENT

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

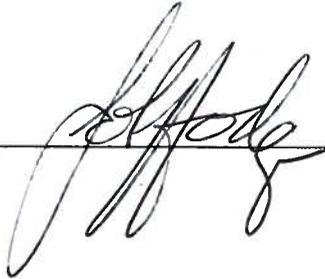
6. AMENDMENT, EFFECT AND NOTICE

- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

WITNESS the signature and seal of the parties hereto.

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI



John Hodgson
Mayor



Elaine Gunnell
Municipal Clerk



Print Name: K. SHANK Witness



Print Name: K. SHANK Witness



Owner: Larry Hodgins



Owner: Bruce Hodgins

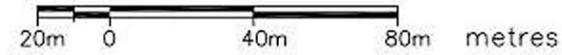
FACSIMILE:

Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

SUMMER RESORT LOCATION H.S. 2020 TOWNSHIP OF ASTON

DISTRICT OF NIPISSING

SCALE - 1 : 2000 Metres



NOVEMBER 24, 2009
REVISED FEBRUARY 20, 2013
REVISED MAY 10, 2013
BY GEOFF HODGINS
ARCHITECT



PART 1
PLAN 36R--2749
PIN 49001--0007

AREA=7.3±Ha

H.S.

2020

PIN 49001 -- 0008

TOWNSHIP

ASTON

CROWN

WATER'S EDGE

SQUIRREL CREEK

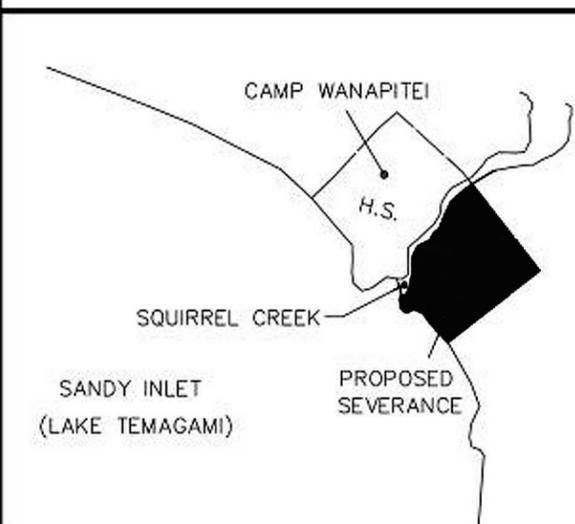
FOOT BRIDGE
(APPROX. LOCATION)
EXISTING DOCK

- EXISTING DOCKS
- 10 m COTTAGE 2
- OUTHOUSE
- WOOD SHED
- BUNKY
- 23 m LOG COTTAGE
- 10 m • OUTHOUSE
- 20.4 m PROPOSED ADDITION (3.7m X 5.3m)
- BUNKY
- 30 m SHED
- 60 m PROPOSED SLEEPING CABIN (4.6m X 5.3m)
- 17 m • OUTHOUSE
- COTTAGE 3
- 13 m • OUTHOUSE
- COTTAGE 4

BRONZE PLATE

SANDY INLET
(LAKE TEMAGAMI)

CONVERSION NOTE
DISTANCES SHOWN HEREON ARE IN METRIC
AND CAN BE CONVERTED TO IMPERIAL BY
DIVIDING BY 0.3048.



KEY PLAN SCALE 1:20000

Trow
Trow Geomatics Inc.
9 Wellington Street
New Liskeard, Ontario, P0J 1P0
1-800-461-4584

PLAN	DF	SCALE	1:2000
DRAWN	CM	JOB No	SN09071
		CHK	RWS