

ISSUE DATE:

Jul. 18, 2008



PL060908

Ontario
Ontario Municipal Board
Commission des affaires municipales de l'Ontario

IN THE MATTER OF subsection 17(36) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Appellant: Robert and Ronnie Burbank
Appellant: Jim Hilmer
Appellant: Barbara Horne
Appellant: Charles Scott
Subject: Proposed Official Plan Amendment No. 48
Municipality: Township of The Archipelago
OMB Case No.: PL060908
OMB File No.: O060166

IN THE MATTER OF subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Appellant: Jim Hilmer
Appellant: Charles Scott
Subject: By-law No. A1117-07
Municipality: Township of The Archipelago
OMB Case No.: PL060908
OMB File No.: R070105

IN THE MATTER OF subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Appellant: Jim Hilmer
Appellant: Charles Scott
Subject: Proposed Plan of Subdivision
Property Address/Description: Island 79A (Rathlyn Island), Parcel 9157 P.S.N.S.
Municipality: Township of The Archipelago
Municipal File No.: 49T 05001 SUB 01 05
OMB Case No.: PL060908
OMB File No.: S070047

APPEARANCES:

Parties

Township of The Archipelago

Cameron Family

Counsel

C. J. Tzekas

E. M. Green; Ellen Bohme (student-at-law)

Ministry of Municipal Affairs and Housing Stephen Lockwood

James Hilmer

Charles Scott

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. J. SUTHERLAND
ON JULY 9, 2008 AND ORDER OF THE BOARD**

Rathlyn Island (Island 79A) (Subject Property) is located in the northern half of the Township of The Archipelago (Township), within the Pointe au Baril Neighbourhoods, one of 17 neighbourhoods within The Archipelago on Georgian Bay. Rathlyn Island has an area of 63 acres. There is one family cottage presently on the island.

The Subject Property is zoned Coastal Residential (CR) within Comprehensive Zoning By-law A2000-07. In March, 2005, the Cameron Family (Applicants) applied for Official Plan Amendment (OPA), Zoning By-law Amendment (ZBLA) and Plan of Subdivision in order to create a seven lot plan of subdivision for recreational residential purposes.

Council held a public meeting with respect to OPA 48 and the implementing ZBLA in July, 2005. OPA 48 was adopted by Council in May 2006, and the Ministry of Municipal Affairs and Housing (MMAH) approved, with modifications, OPA 48 in August, 2006. The Archipelago and Area Planning Board held three public meetings to address the Draft Plan of Subdivision in June and July, 2006, and May, 2007, and granted approval to the plan in May, 2007. The site specific ZBLA was passed by Council in June, 2007.

At the conclusion of the review, Council considered each application to be in conformity with OP policies and in compliance with the intent of the Comprehensive Zoning By-law.

Various ratepayers (Appellants) within the Pointe au Baril Neighbourhood appealed OPA 48, the site specific ZBLA and the Draft Plan of Subdivision to the Board. Since then, the Applicants and the Appellants have been engaged in intensive

discussions aimed at resolving the issues raised. At the commencement of the hearing, counsel for the Township told the Board that a settlement had been arrived at.

Jackie Hubbs, chief planner for the Township, gave expert land use planning evidence at the hearing (Exhibit 1). She told the Board that, since the beginning of the review process, and most significantly, since the appeal of each document to the Board, Council has been kept informed of the ongoing discussions between the parties. She also informed the Board that, during the period of the discussions, the Applicants undertook to fulfill the requirements of the Draft Conditions for the Plan of Subdivision 49T 05001 (TOA), and that Council supports the wording of the Subdivision Agreement as drafted and modified through the discussions.

It is Ms Hubbs's opinion that the seven 4-5 acre lots are consistent with the fabric of the neighbourhood, and that the density is appropriate and consistent. She said that great effort has been taken in relation to viewscape issues, and that an environment assessment paid particular attention to species at risk. Building caps have been established. There is a Holding designation on each lot, and each has its own conditions of removal. No further consents will be allowed.

It is Ms Hubbs's professional opinion that:

- The proposed modifications to OPA 48, and changes to ZBLA A1117-07 and Draft Plan of Subdivision Conditions 49T 05001 (TOA) conform to OP policies.
- The proposed modifications to OPA 48, and changes to ZBLA A1117-07 and Draft Plan of Subdivision Conditions 49T 05001 (TOA) are consistent with the Provincial Policy Statements of 2005.
- The proposed modifications and changes to the OPA, ZBLA and Draft Plan of Subdivision make for sound planning.

Counsel for the MMAH introduced a letter (Exhibit 4) stating that the Ministry had reviewed the Minutes of Settlement with attachments and "have no remaining concerns with the documents provided, including the amendments to OPA 48 as modified by the Ministry, the zoning by-law amendments, the subdivision agreement, and the conditions of draft plan of subdivision approval."

Both the Applicants and the Appellants present indicated to the Board that they were satisfied with the settlement.

Based on Ms Hubbs's unchallenged expert planning opinion and a review of the relevant documents, the Board Orders that the appeals are allowed in part and Orders the following:

- the Official Plan for the Township of The Archipelago is amended as set out in Attachment "1" to this Order, and as amended is approved;
- By-law A2000-07 of the Township of The Archipelago is amended as set out in Attachment "2" to this Order;
- the plan of subdivision shown on the draft plan prepared by Paul F. Forth comprising Island 79A (Rathlyn Island) in Georgian Bay in front of the geographic Township of Harrison, now in the Township of The Archipelago, as set out in Attachment "3" to this Order is approved, subject to the fulfillment of the conditions set out in Attachment "4" to this Order.

The Board so Orders.

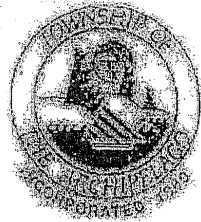
"S. J. Sutherland"

S. J. SUTHERLAND
MEMBER

ATTACHMENT "1"

AMENDMENT NO. 48
TO THE
OFFICIAL PLAN
OF THE
TOWNSHIP OF THE ARCHIPELAGO

- CAMERON -



Prepared by
Township of The Archipelago
Planning Department

July 2005

**OFFICIAL PLAN AMENDMENT NO. 48
PARTS 1 TO 11 OF PARCEL 9157 P.S.N.S.
RATHLYN ISLAND (#79A)
GEOGRAPHIC TOWNSHIP OF HARRISON**

SECTION 1 **TITLE AND COMPONENTS OF THE AMENDMENT**

- 1.1 Section 5 herein and Schedule "1" attached hereto shall constitute Amendment No. 48 to the Official Plan of The Township of The Archipelago.
- 1.2 Sections 1, 2, 3, and 4 herein and the attached Appendices do not constitute part of the formal Amendment, but provide more detailed information respecting the Amendment.

SECTION 2 **LANDS SUBJECT OF THE AMENDMENT**

- 2.1 The policies of this amendment are specific to Parts 1 through 11 of Parcel 9157 P.S.N.S. and also known as Rathlyn Island (#79A) in the Geographic Township of Harrison, Township of The Archipelago.

SECTION 3 **PURPOSE OF THE AMENDMENT**

- 3.1 This Amendment has been prepared in response to an application submitted by William Cameron, Catherine Cameron, and Gillian Cameron, owners of the subject lands.
- 3.2 The purpose of the Amendment is to add a policy to "Section 16 – SPECIAL PROVISIONS" to allow for a seven lot Plan of Subdivision on Parts 1 through 11 of Parcel 9157 P.S.N.S., in the Geographic Township of Harrison.
- 3.3 It is a further purpose of this amendment to add a policy which will as much as possible, prevent any further subdivision by consent, plan of subdivision or otherwise, of any of the lots being created on Rathlyn Island.

SECTION 4 **BACKGROUND AND BASIS TO THE AMENDMENT**

- 4.1 The subject property presently has 25.25 ha (63 acres) in area. There is presently one family cottage located on the island.
- 4.2 The subject lands are currently zoned 'Residential Four (R4)' in the Township's Comprehensive Zoning By-law A1000-95. The subject property currently contains one residence and one out-building.
- 4.3 A sketch showing the subject lands and the proposed lot division is included as Appendix 1.
- 4.4 The Official Plan of the Township of The Archipelago establishes land division policies on a neighbourhood basis. The subject lands are situated within the Pointe au Baril Island Neighbourhood. The proposal shall confirm with Section 14 – Development Standards and any other applicable policies of the Official Plan.
- 4.5 Multiple lot creation was not anticipated by Section 14, Development Standards of the Official Plan. Policies of the creation of multiple lots is not recognized, thereby requiring a site specific Official Plan Amendment to allow for the creation of a seven lot plan of subdivision.

- 4.6 Each of the lots proposed under the Plan of Subdivision is substantial in area and far exceeds the minimum standards established in the Comprehensive Zoning By-law A1000-95. However, for reasons of environmental sensitivity and good planning, there should be no further division of any of the lots under the proposed Plan of Subdivision either by way of consent or further plan of subdivision.
- 4.7 The proposed plan of subdivision has been reviewed in accordance with the Provincial Policy Statements. The proposal appears to conform with the Provincial Policy Statements.

SECTION 5 THE AMENDMENT

Schedule "A" - LAND USE PLAN, Harrison Township Section, is hereby amended by designating Parts 1 through 11 of Parcel 9157 P.S.N.S., Rathlyn Island (#79A) Special provision No. 16.40 as shown on a copy of part of Schedule "A" attached hereto as Schedule "1".

1. SECTION 16 – SPECIAL PROVISIONS is hereby amended by adding the following subsection after subsection 16.40:

"16.41 Notwithstanding the provisions of this Plan, the lands described as Parts 1 to 11 of Parcel 9157 P.S.N.S., Rathlyn Island (#79A) in the geographic Township of Harrison, may be the subject to of a Plan of Subdivision resulting in no more than seven water access residential lots subject to complying with all other relevant policies of this Plan including "Section 14 – Development Standards". "Rathlyn Island shall be subject to Site Plan Control." "Site Specific Zoning Implementing this Official Plan Amendment shall also apply."

In order to establish baseline water quality for the waters surrounding Rathlyn Island and thus evaluate the potential for the development to impact these waters, water quality data must be collected. Before a decision is made on draft approval for the subdivision, this water quality data must be collected and any water quality concerns arising from the proposed development be addressed to the satisfaction of the Ministry of the Environment.

As a condition of draft approval, and before final approval of the subdivision is given, a site assessment shall be carried out to identify significant habitat of endangered and threatened species and significant wildlife habitat. The site assessment shall take place within all proposed building envelopes and the lands adjacent to these envelopes to a distance of 50m. The proposed building envelopes are to be sufficiently large to accommodate all activity areas associated with the proposed lots, including the septic system. Resulting acceptable building envelopes, as determined by the outcome of the site assessment, are to be defined in the Site Plan accompanying the Site Plan Agreement that is to be registered on title. Site assessment should also take place in those additional areas (outside of the building envelope and 50m adjacent lands) identified by the Ministry of Natural Resources in their letter to the Township of March 23, 2006. Any significant habitat identified by the site assessments is to be zoned Environmentally Sensitive.

The zoning by-law amendment implementing this official plan amendment shall also define the building envelopes.

Provisions within the Subdivision Agreement will direct that building permits will only be granted within the acceptable building envelopes as defined in the Site Plan, and not beyond, unless a further site assessment is undertaken and no significant habitat is identified.

As a condition of draft approval, and before final approval of the subdivision is given, a licensed archaeologist shall carry out a Stage 2 archaeological assessment focused on the proposed building envelopes and buffer, and completed to the satisfaction of the Ministry of Culture.”

CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

ZONING BY-LAW No. 2008-_____

Being a by-law to amend By-law No. A2000-07 as amended

(RATHLYN ISLAND, 79A)

WHEREAS the owners of Island 79A have made application to amend the Official Plan for the Township of The Archipelago and Council has approved the application as Official Plan Amendment No. 48, and OPA 48 has been approved with modifications by the Ministry of Municipal Affairs and Housing and further modified and approved by the Ontario Municipal Board,

WHEREAS the owners of Island 79A have also made an application for subdivision approval, (File No. 49T 05001 (TOA)), to permit the creation of seven lots on Rathlyn Island, and,

WHEREAS the owners have also filed an application to amend By-law A2000-07, as amended, to rezone Parts 1 through 11 of Parcel 9157 P.S.N.S., Rathlyn Island (79A) to permit the development of the proposed lots and to prevent the creation of further lots on Rathlyn Island, and,

WHEREAS the Council of the Corporation of the Township of The Archipelago has held the required public meeting pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended, and,

WHEREAS the Council of the Corporation of the Township of The Archipelago deems it appropriate and desirable to amend By-law A2000-07 to implement Official Plan Amendment No. 48, as modified,

NOW THEREFORE the Council of the Corporation of the Township of The Archipelago hereby enacts as follows:

1. Schedule A to By-law A2000-07, as amended, is hereby further amended by rezoning the lands identified as Rathlyn Island, Island 79A from the Coastline Residential (CR) Zone to the Coastline Residential Divided Exception 54 Holding (CR/D-54-H1-H2-H3) Zone, the Coastline Residential Divided Exception 55 Holding (CR/D-55-H1) Zone, the Coastline Residential Divided Exception 56 Holding (CR/D-56-H1-H2-H3) Zone and the Environmentally Sensitive (ES) Zone as shown on Schedule A-1, attached to and forming part of this by-law.
2. Where the zone symbol on Schedule A-1 to this By-law is followed by a "H-1" the uses shall be limited to those uses that existed as of the date of passing of this by-law until such time as Council enacts a by-law pursuant to Section 36 of the Planning Act, R.S.O. 1990, c. P. 13, to lift the Holding Provision.

The following conditions must be satisfied before the Holding Provision (H-1) is lifted:

- i) a Stage II Archaeological Study has been completed to the satisfaction of the Township and in consultation with the Ministry of Culture;
- ii) an Environmental Site Assessment, to determine the location of potential significant habitat of threatened and endangered species and mitigation measures to prevent harmful disruption to that habitat, has been completed to the satisfaction of the Township in consultation with the Ministry of Natural Resources;
- iii) a Subdivision Agreement has been completed between the Township and the property owner to implement the recommendations of the studies required in subsections i) and ii), above, and the agreement has been registered on the title of the lands;
- iv) a Site Plan Agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P. 13, is completed individually for each parcel of land to reflect the measures required to implement the Site Assessment; and,

- v) The Holding Provision (H-1) may be lifted only within the building envelopes and only on the individual lots after the above conditions have been satisfied.
3. Where the zone symbol on Schedule A-1 to this By-law is followed by an "H-2" the uses shall be limited to those uses that existed as of the date of passing of this by-law until such time as Council lifts the Holding Provision (through a holding provision by-law) pursuant to Section 36 of the Planning Act, R.S.O. 1990, c. P. 13,

The following conditions must be satisfied before the Holding Provision (H-2) is lifted:

- i) for areas identified as potential habitat for reptiles, a qualified biologist with knowledge and experience in detailed site assessment for reptiles has conducted a study over two consecutive summers in accordance with recommendations from the appropriate recovery team experts and with the technical support of the Ministry of Natural Resources to the satisfaction of the Township. For areas with the potential of Atlantic Coastal Plain Flora, a qualified botanist has carried out the site assessment in the appropriate season to the satisfaction of the Township with technical guidance provided by the Ministry of Natural Resources;
 - ii) a Site Plan Agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P. 13, is completed individually for each parcel of land to reflect the measures required to implement the Site Assessment;
 - iii) the studies confirm that the areas identified as potential significance do not have any significance; and
 - iv) the Holding Provision (H-2) may be lifted only within the building envelopes and only on the individual lots after the above conditions have been satisfied;
 - v) should any of the studies confirm natural features of 'actual significance', these features and their buffer areas will be zoned 'Environmentally Sensitive (ES)'.
4. Where the zone symbol on Schedule A-1 to this By-law is followed by a "H-3" the uses shall be limited to those uses that existed as of the date of passing of this by-law until such time as Council enacts a by-law pursuant to Section 36 of the Planning Act, R.S.O. 1990, c. P. 13, to lift the Holding Provision.

The following conditions must be satisfied before the Holding Provision (H-3) is lifted:

- i) a Stage II Archaeological Study has been completed to the satisfaction of the Township and in consultation with the Ministry of Culture;
- ii) an Environmental Site Assessment to determine the location of potential significant habitat of threatened and endangered species and mitigation measures to prevent harmful disruption to that habitat has been completed to the satisfaction of the Township with technical guidance provided by the Ministry of Natural Resources;
- iii) an amended Subdivision Agreement has been completed between the Township and the property owner to implement the recommendations of the studies required in subsections i) and ii) above and the agreement has been registered on the title of the lands;
- v) a Site Plan Agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P. 13, is completed individually for each parcel of land to reflect the measures required to implement the Site Assessment; and,
- vi) The Holding Provision (H-3) may be lifted outside the building envelopes on the individual lots only when the above conditions

have been satisfied and Council passes an amendment to this zoning by-law.

5. The following Section is added after Section 6.2.53:

6.2.53 Coastal Residential Divided Exception 54 (CR/D-54) Zone

Part of Island 79 A, Lot 2, (Rathlyn Island)

Notwithstanding the permitted uses and zone regulations in the Coastal Residential (CR) Zone to the contrary, development of the main building, accessory buildings including sleeping cabins, docks and sewage systems shall only be permitted within the development envelopes identified in the CR/D-54 Zone on Schedule A to this By-law. Where a secondary docking envelope is shown on Lot 2 the permitted dock structure shall be limited to a floating or pole-supported dock not exceeding 37 sq m. In all other respects the provisions of the Coastal Residential (CR) Zone shall apply.

6. The following Section is added after Section 6.2.54

6.2.55 Coastal Residential Divided Exception 55 (CR/D-55) Zone

Part of Island 79 A, Lot 6, (Rathlyn Island)

Notwithstanding the permitted uses and zone regulations in the Coastal Residential Divided (CR/D) Zone to the contrary, the only buildings and structures permitted within the building and docking envelopes identified in the CR/D-55 Zone on Schedule A to this By-law shall be accessory buildings, including a maximum of two sleeping cabins, docks and sewage systems within the building and docking envelopes identified in the CR/D-55 zone, provided that the number of building on the lot do not exceed the number of buildings otherwise permitted by this By-law. In all other respects the provisions of the Coastal Residential (CR) Zone shall apply.

7. The following Section is added after Section 6.2.56

6.2.56 Coastal Residential Divided Exception 56 (CR/D-56) Zone

Part of Island 79 A, Lot 1, (Rathlyn Island)

Notwithstanding the permitted uses and zone regulations in the Coastal Residential (CR) Zone to the contrary, development of the main building, accessory buildings including sleeping cabins, docks and sewage systems shall only be permitted within the development envelopes identified in the CR/D-56 Zone on Schedule A to this By-law. In addition, the existing cottage on the lot may be converted to a sleeping cabin provided that that building is not expanded, the total gross floor area of all 3 sleeping cabins permitted on the lot does not exceed 150 sq m and all other requirements of this By-law with respect to sleeping cabins are met. In all other respects the provisions of the Coastal Residential (CR) Zone shall apply.

This By-law shall come into force and effect upon the approval of Official Plan Amendment No. 48 in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P. 13, as amended.

Read a First time this _____ day of _____, 2008

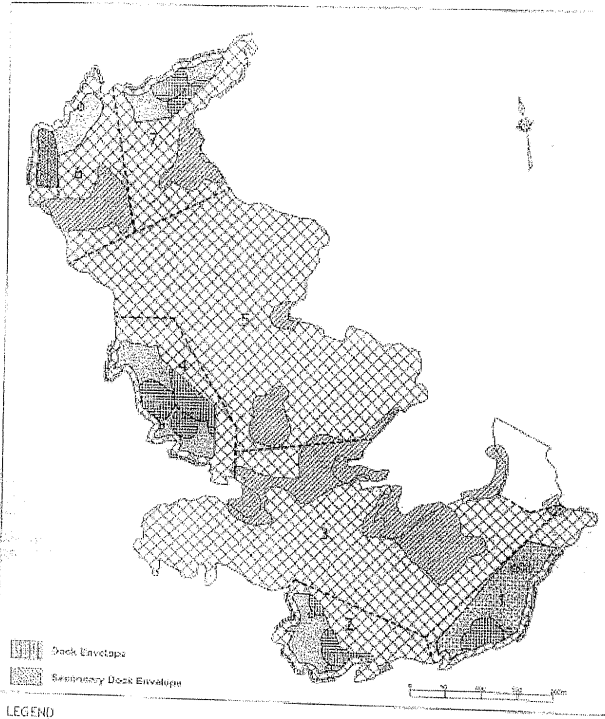
Read a Second time this _____ day of _____, 2008

Read a Third time and finally passed this _____ day of _____, 2008

Peter Ketchum, Reeve

Stephen Kaegi, CAO/Clerk

Schedule A-1 to By-law 2008-
 Parts 1 through 11 of Parcel 9157, Geographic Township of
 Harrison Township of the Archipelago
 District of Parry Sound
 Ratitlyni Island (Island 79A)



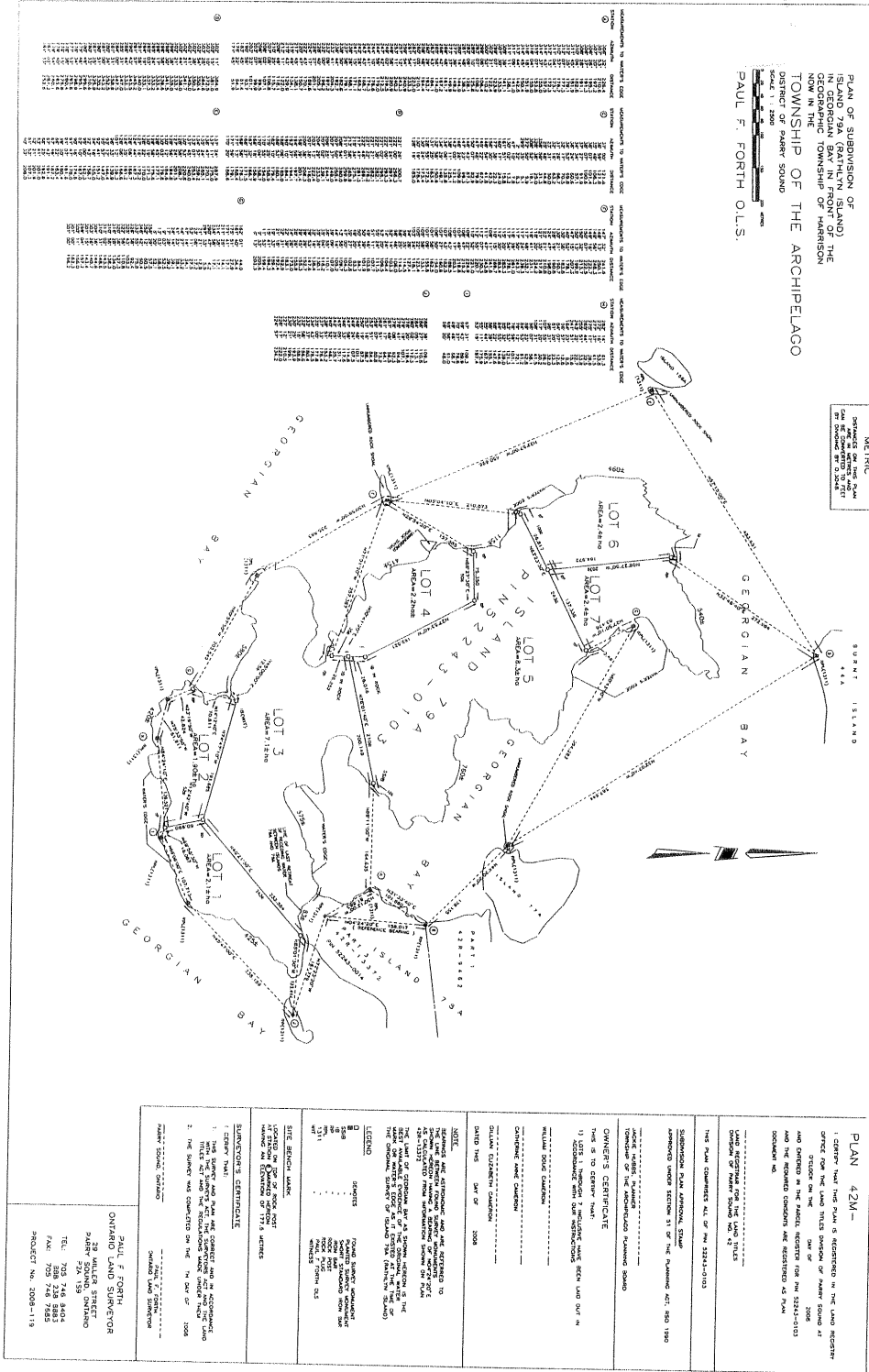
LEGEND

- Land to be rezoned from Coastal Residential (CR) to Coastal Residential Divided Exception 54 Holding 1 (CRD-54-H-1) Zone
- Land to be rezoned from Coastal Residential (CR) to Coastal Residential Divided Exception 54 Holding 2 (CRD-54-H-2) Zone
- Land to be rezoned from Coastal Residential (CR) to Coastal Residential Divided Exception 54 Holding 3 (CRD-54-H-3) Zone
- Land to be rezoned from Coastal Residential (CR) to the Coastal Residential Divided Exception 55 Holding 1 (CRD-55-H-1) Zone
- Land to be rezoned from Coastal Residential (CR) to the Coastal Residential Divided Exception 56 Holding 1 (CRD-56-H-1) Zone
- Land to be rezoned from Coastal Residential (CR) to Environmentally Sensitive (ES) Zone

This is Schedule 'A-1' to By-Law _____
 Passed this ____ day of _____, 2008.
 Reeve _____ Clerk _____

ATTACHMENT "3"

Schedule "B"



ATTACHMENT "4"

SUBDIVISION AGREEMENT

THIS AGREEMENT made this day of , 2008.

B E T W E E N:

**WILLIAM DOUGLAS CAMERON
CATHERINE ANNE CAMERON
GILLIAN ELIZABETH CAMERON**

(hereinafter called the "Owner")

Party of the FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF THE
ARCHIPELAGO**

(hereinafter called the "Municipality")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands") and are also shown on the Plan of Subdivision attached to and forming part of this Agreement as Schedule "B";

AND WHEREAS a Draft Plan of Subdivision 49T 05001 (TOA) with conditions was issued by the Archipelago Area Planning Board on May 17, 2007 under file SUB-01-05 and requires that the Owner must satisfy all the financial and other requirements of the Municipality;

NOW THEREFORE in consideration of the premises and the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto agree as follows:

DEFINITIONS

- 1.1 **"Chief Building Official"** shall mean the Chief Building Official (CBO) for the Municipality or such person or persons designated in writing from time to time by the said CBO.
- 1.2 **"Municipality"** shall mean the Corporation of the Township of The Archipelago.
- 1.3 **"Owner"** shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.
- 1.4 **"Development"** shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- 1.5 **"Residential lots"** shall mean the seven lots identified on the registered Plan of Subdivision 49T 05001 (TOA) as instrument no. _____ registered at the Town of Parry Sound Land Registry Office.

- 1.6 **"Building envelope"** shall mean that area of land studied and designated as 'buildable area' or 'non-buildable area' within the residential lots. Building Envelopes are shown on Schedule A-1 under By-law No. _____ and on C-1, C-2, C-4, C-6 and C-7 attached hereto as Subdivision Site Plans.
- 1.7 **"Buildable area"** shall mean that area within the building envelope where development can occur. Development shall not occur within the 'buildable area' until special provisions have been met, a site plan agreement is entered into and the removal of the 'Holding (H-1)' provision under By-law No. _____ has occurred.
- 1.8 **'Non-buildable areas'** within the building envelope shall not be used for development and are identified on Schedules C-1, C-2, C-4, C-6, and C-7 as areas of natural features of potential significance and their associated buffers. Development shall not occur within the non-buildable areas until special provisions have been met and the removal of the 'Holding (H-2)' provision under By-law No. _____ has occurred.
- 1.9 **"Areas outside building envelope"** shall mean that area of land situated outside the building envelope and within the residential lots that were not included in the 'Environmental Impact Statement, Rathlyn Island, (Michalski Nielsen): Dec. 2007; and Addendum, April 2008' attached hereto as Schedule 'D' and the 'Stage 1 and 2 Archaeological Assessment, Plan of Subdivision Rathlyn Island: January 25, 2008 attached hereto as Schedule 'E'. Development shall not occur within 'areas outside building envelope' until special provisions have been met and the removal of the 'Holding (H-3)' provision under By-law No. _____ has occurred.

SCHEDULES

- 2.1 The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:
- | | |
|----------------|---|
| Schedule "A" - | Legal description of lands to be developed ("Subject Lands"); |
| Schedule "B" - | Plan of Subdivision (Paul Forth OLS); |
| Schedule "C" - | Subdivision Site Plans 'C-1, C-2, C-4, C-6, C-7' |
| Schedule "D" - | Environmental Impact Statement, Rathlyn Island, (Michalski Nielsen): December 2007; and Addendum, April 29, 2008. |
| Schedule "E" - | Stage 1 and 2 Archaeological Assessment, Plan of Subdivision Rathlyn Island: January 25, 2008; |
| Schedule "F" - | Aerial Photo – Depicting natural features; |
| Schedule "G" - | Regulations for Construction. |
- 2.2 The original drawings for the above-noted Schedules are available at the municipal offices for inspection during regular business hours.
- 2.3 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Municipality unless such proposed changes have been submitted to and approved by the Municipality.

REGISTRATION AND CERTIFICATION

- 3.1 The Owner shall, at the time of execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands.

- 3.2 The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registerable form.

COMMENCEMENT OF DEVELOPMENT

- 4.1 The Owner covenants that it shall not commence any development whatsoever on the Subject Lands until:
- (a) this Subdivision Agreement has been registered on title against the Subject Lands;
 - (b) Lots 3 and 5 have been transferred to the Georgian Bay Land Trust (GBLT);
 - (c) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act; and,
 - (d) all necessary permits and authorizations have been obtained by the Owner from the Municipality and it is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.
- 4.2 The Owner further covenants and agrees not to apply for, nor obtain, one or more Building permits to construct residential buildings or structures to any lots in the subdivision until compliance with or completion of the following matters:
- (a) Execution of Agreement – the execution and registration of this Subdivision Agreement by the Municipality;
 - (b) Compliance – nothing contained herein shall be deemed to obligate the Municipality to issue a Building Permit for any construction on the subject lands except in compliance with the Comprehensive Zoning By-law A2000-07 and the site specific Zoning By-law A-08, and all other applicable By-laws of the Municipality and applicable legislation of the Province of Ontario and in compliance with the provisions of this Agreement;
 - (c) Plan of Subdivision – is registered and all required Reference Plans and easements have been registered.
- 4.3 In the event that it comes to the attention of the Municipality that the Owner has failed to comply with any of the requirements of this Paragraph, the Municipality, at its sole option, may suspend or terminate this Agreement and forthwith revoke all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner. The Municipality may, at the expense of the Owner, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND SUPERVISION

- 5.1 The installation of individual private services shall occur through a septic system permit under the Ontario Building Code by an installer retained by the Owner.
- 5.2 The Owner agrees that the cost of all design and supervision for the various private services, buildings or structures shall be borne by the Owner.

SITE PLAN DEVELOPMENT

- 6.1 The Municipality hereby approves all plans attached as Schedules hereto and the Owner covenants and agrees that the Subject Lands shall only be developed in strict accordance with the Schedules and terms of this Agreement and other plans filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner covenants that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

FACILITIES AND WORKS TO BE PROVIDED

- 7.1 The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:
- (i) obtain parking of vehicles and boats associated with the subdivision at a commercial docking facility;
 - (ii) store garbage and other waste material in a 'bear wise' manner and to remove and/or dispose of such garbage at such times and in such manner as to discourage bears;
 - (iii) provide and maintain all landscaping, plantings, fencing and/or buffering shown on or described in the Schedules annexed hereto.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

- 8.1 The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the development proposed on the Subject Lands from all authorities having jurisdiction.

INDEMNIFICATION OF MUNICIPALITY

- 9.1 The Owner hereby covenants and agrees to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

OWNER'S COSTS

- 10.1 Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
- 10.2 The Owner shall reimburse the Municipality forthwith on demand for any costs or expenses incurred by the Municipality or any of its agents made with the agreement of the owner, in connection with the development of the Subdivision Lands or in respect of this Agreement.

TAXES

- 11.1 The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

SPECIAL PROVISIONS

- 12.1 The Owner shall not make an application for consent to divide any of these 7 lots after the registration of the subdivision for the purpose of creating a new developable residential lot. A consent to a lot addition may be requested through a Planning Act application for the purposes of a lot boundary adjustment for the existing lots;

12.2 Holding provisions:

- A) Subject to the provisions of this Agreement, the Owner agrees that all **development** (buildings and structures, including accessory structures and waste water and sewage systems), will only be permitted within the **'buildable areas'** within the defined **'building envelopes'** as identified on Schedules C-1, C-2, C-4, C-6 and C-7 attached hereto as 'Subdivision Site Plan' and on Schedule 'A-1' to By-law A-08;

Should the current or subsequent land owner of Lots 1, 2, 4, 6 or 7 as identified on Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto as Subdivision Site Plans, propose to build within the **'buildable area'** of the building envelopes identified on Schedule 'C', Subdivision Site Plan, a site plan agreement will be required prior to the removal of the Holding **(H-1)** provision and prior to site plan approval;

- B) The Owner agrees that development shall not occur within the areas of natural features of potential significance and their associated buffers as depicted on Figures 6, 1A, 2A, 3A and 4A inclusive of the report attached as Schedule "D" Environmental Impact Statement and Addendum, as well as Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto as Subdivision Site Plans. These natural features of potential significance and associated buffers are identified as **'non-buildable areas'** within the 'building envelope'.

Should the current or subsequent land owner of Lots 1, 2, 4, 6 or 7 as identified on Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto, propose to develop within the **'non-buildable areas'** of the building envelope identified as **(H-2)** and further identified on Schedules 'C' as a 'potential gestation or hibernation' site and accompanying buffer area, then a qualified specialist will be retained to conduct detailed site assessment of the natural heritage values (with expenses charged back to the land owner). These non-buildable areas within the building envelope will be identified with a Holding (H-2) provision that will be removed once the Township is satisfied with the Environmental study and a site plan agreement is entered into with the owner;

The Owner agrees that should any of the potential habitat or potential gestation sites be identified as environmentally significant through the study, these sites and their corresponding buffer areas will be zoned environmentally sensitive through an amending zoning by-law.

The Owner agrees that should any study identify any areas of significance to other threatened or endangered species or significant wildlife habitat, these areas will be zoned environmentally sensitive through an amending zoning by-law.

For areas identified as potential habitat of spotted turtle, Massausaga rattlesnake, eastern foxsnake, stinkpot turtle, or northern map turtle, a qualified biologist with knowledge and experience in detailed site assessment for reptiles will be retained to conduct a study in accordance with recommendations from the appropriate recovery team experts and with the technical assistance of the Ministry of Natural

Resources. For areas with the potential for Atlantic Coastal Plain Flora, a qualified botanist will be retained to carry out site assessment in the appropriate season. Prior destruction or alteration of habitat will not be acceptable rationale for revising the boundaries of a development envelope;

- C) Should the current or subsequent land owner of Lots 1, 2, 4, 6 or 7 as further identified on Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto as Subdivision Site Plans, propose to build **outside of the defined building envelopes** identified on Schedule 'C', Subdivision Site Plan, a zoning by-law amendment, an Environmental Impact Study, an Archaeological Report, Phase II, and a site plan will be required prior to the removal of the Holding (H-3) provision and prior to site plan approval;

12.3 Environmental Impact Statement:

- A) Land owners of property within Rathlyn Island Plan of Subdivision should make themselves acquainted with the content of Schedule "D" attached hereto, Environmental Impact Statement, Rathlyn Island, (Michalski Nielsen); December 2007 and Addendum, April 2008 for details pertaining to their subject property;
- B) The identified Figures 6, 1A, 2A, 3A and 4A inclusive of the report attached as Schedule "D" Environmental Impact Statement and Addendum, as well as Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto as Subdivision Site Plans and the identified features (potential 'gestation sites'; potential 'shelter sites'; potential hibernation areas; fish habitat and their accompanying buffer areas) are to be used as the base mapping for Site Plan Control drawings;

12.4 Retention of Trees:

- A) The Owner agrees to make all reasonable effort to retain all trees, shrubbery and flora on the property and as shown on the aerial photo Schedule 'F' attached hereto and forming part of this Agreement until such time as a tree retention plan can be established through a lot specific tree retention and planting plan;
- B) A specific tree retention plan will be required for individual lots under specific site plans showing the location of all existing tree clusters; the general area of the trees to be removed for construction purposes; and the re-planting plans of naturalized vegetation for each lot will be required prior to the removal of the Holding (H) and prior to site plan approval. The replacement trees will be described on the individual lot site plan by location, species, diameter and quantity;
- C) The Owner agrees that planting of non-indigenous vegetation and ornamental trees and shrubs is not to occur within the subdivision;

12.5 Archaeological Assessment:

- A) It is acknowledged as in Schedule "E" Stage 1 and 2 Archaeological Assessment of the Plan of Subdivision Rathlyn Island; as revised January 2008, and the Addendum report of April, 2008 that "the building envelopes, as they are indicated on Figures 2.1 to 2.5 of the report may be considered clear of any further archaeological concerns";
- B) Should human remains be identified during construction operations, all work in the vicinity of the discovery will be suspended immediately. Notification will be made to the Ontario Provincial Police, or local police, who will conduct a site investigation and contact the district coroner. Notification must also be made to the Ministry of Culture and the Registrar of Cemeteries, Ministry of Government Services;
- C) Should other cultural heritage values (archaeological or historical materials or features) be identified during operations, all activity in the vicinity of the recovery will be suspended and the Ministry of Culture contacted. This condition provides for the potential for deeply buried or

enigmatic local site areas not typically identified in evaluations of potential;

12.6 Docking structures:

- A) Property owners are to make themselves aware of the Federal Department of Fisheries and Ocean's "Operational Statement" regarding 'Dock and Boathouse construction'. All docks may only be located within 'docking envelopes' identified for each lot on Schedule "C" Subdivision Site Plan attached hereto and in compliance with the Department of Fisheries and Oceans 'Operational Statement' and any necessary permits from either Department of Fisheries and Oceans (DFO) and/or Ministry of Natural Resources (MNR) will be obtained prior to requesting building permits;
- B) In conjunction with the Operational Statement, docking structures that are suitable for the proposed subdivision are floating or post/pile supported docks or crib docks having a combined footprint on the lake bed of 15 m² or less. Should the Owner consider a larger or different dock structure, approval from Department of Fisheries and Oceans and/or Ministry of Natural Resources must be obtained, where necessary, prior to construction. All docks are to be depicted on the Site Plan drawing associated with each Lot and prior to the removal of the Holding (H) provision for each lot and in compliance with the docking regulations of the Township Comprehensive Zoning By-law;

12.7 Site Plan provisions:

Plan of Subdivision approval was granted for the creation of 7 residential lots as depicted on Schedule "B" Plan of Subdivision attached hereto. Prior to development of each lot, Site Plan approval shall apply;

- A) The removal of any vegetation, grading or removal of soils, rock structures, placement of fill or soil, or any other site alteration will only occur within the 'buildable areas' of the building envelope. The removal of any vegetation, grading or removal of soils, rock structures, placement of fill or soil, or any other site alteration within the building envelopes will be minimized;
- B) In accordance with Schedule "D", 'Environmental Impact Statement' and Addendum attached hereto, the shore land area between the 178.6 m High Water Mark and the front lot line setback of 7.5m is to remain undisturbed with the exception of permitted docks, construction access, a pump house, a marine storage facility, a sauna and pathways. This area is not to be clear-cut or under-brushed with as much as reasonably possible of the natural vegetation being retained;
- C) Access routes for dock and cottage connections as well as construction access are to be located on the required individual lot site plan drawings. Access routes must avoid the significant features identified on Figures 6, 1A, 2A, 3A and 4A inclusive of the report attached as Schedule "D" Environmental Impact Statement and Addendum, as well as Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto as Subdivision Site Plans;
- D) Construction mitigation measures must be implemented for each individual lot to ensure the natural features and their buffer areas identified on Schedule 'G' Regulations for Construction, are protected during the construction of all buildings and structures. Mitigation measures will be identified on individual lot site plans to be submitted to the Township prior to site plan approval;

12.8 Lot 1 special provision:

The Owner agrees that the existing cottage with 59.4 m² (640 ft²) located on Lot 1 of Schedule 'C' Subdivision Site Plan attached hereto may be converted to a sleeping cabin and recognized as an accessory structure only after: 1) the cooking facilities are removed from the structure; 2) the maximum total coverage of all 3 sleeping cabins permitted for Lot 1 does not exceed 150 m²; 3) the conversion meets all other provisions with

respect to sleeping cabins in the Comprehensive Zoning Bylaw; and, 4) the existing cabin (59.4 m²) is clearly made accessory as a sleeping cabin to the main cottage after the establishment of the main cottage.

12.9 Lot 2 special provision:

The Owner agrees that the secondary dock site identified on Schedule 'C-2', Lot 2, attached hereto shall be limited to a secondary or emergency only dock site and will be established only after the principle dock is established on the site. The permitted dock will be limited to a floating or pole-supported dock that shall not exceed 37 m² in board area.

12.10 Lot 6 special provision:

The Owner acknowledges that **Lot 6** of the Plan of Subdivision has additional restrictions relating to development within the building envelope under the site specific zoning By-law A-08. The Owner understands that all structures (main residence, accessory structures, sleeping cabins, docks, etc) may be constructed on the building envelope as depicted in the by-law and in compliance with the Comprehensive Zoning By-law A2000-07 and to the maximum coverage and number of structures permitted as calculated for the entire lot. The Owner further agrees that the main residence is not permitted on the section of the building envelope zoned Coastal Residential Divided Exception 55 Holding (CR/D-55-H) Zone. The Owner agrees that a maximum of two sleeping cabins and accessory structures at the maximum permitted for the property may be constructed within the building envelope zoned Coastal Residential Divided Exception 55 Holding (CR/D-55-H) Zone;

12.11 Blasting provisions:

Blasting is not permitted outside the buildable areas of the building envelope. Blasting is discouraged in the buildable areas of the building envelope. If blasting is proposed within the buildable areas of the building envelope, the following shall apply:

- A) an Environmental Impact Statement by a qualified species at risk biologist be undertaken to the satisfaction of the Township to determine the necessary buffer and separation from the natural features of potential significance;
- B) blasting is not permitted in the vicinity of hibernation habitats unless it has been demonstrated through the EIS report that the blasting will not have any negative impacts on the ground water table in or around the hibernation sites;
- C) blasting mats must be used in order to prevent free-flying rocks that could damage adjacent natural features of potential significance;
- D) blasting may not occur between September 1st and May 31st (the hibernation season for threatened reptile species).

12.12 Ministry of Environment requirements:

- A) The Owner shall have a waste water and sewage system designed and installed by a qualified designer/engineer to the satisfaction of the Municipality and located within the 'buildable area' of the 'building envelope' identified on Figures 6, 1A, 2A, 3A and 4A inclusive of the report attached as Schedule "D" Environmental Impact Statement and Addendum, as well as Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7' attached hereto;
- B) The Owner agrees to make every effort to locate waste water and/or sewage systems within the identified building envelopes as shown in Figures 6, 1A, 2A, 3A and 4A inclusive of the report attached as Schedule "D" Environmental Impact Statement and Addendum, as well as Schedules 'C-1', 'C-2', 'C-4', 'C-6' and 'C-7'. If encroachment into the peripheral 5m of a buffer is necessary, then the following timing restrictions on construction and maintenance activities must be adhered to: when encroaching into a hibernation buffer, these activities must

occur during June, July or August to avoid disruptions to snakes moving into and out of these habitats; when encroaching into a gestation buffer, these activities must occur after September 7 in a given year to ensure that females and their young have left the habitats;

- C) Ministry of the Environment specifies that: "The Water of Georgian Bay should not be used as a source of potable water unless it is disinfected and/or treated to meet the Ontario Drinking Water Quality Standards. Should the Owner choose to install a well, the well must be installed in accordance with the requirements of Ontario Regulations 903 (Wells). Water quality and quantity testing should be completed in accordance with MOE's "Technical Guidelines for Private Wells" (1996) and conducted by a qualified professional."

12.13 The current and future land owner are to be provided with natural heritage information packages that discuss the appearance, habitat and life cycles, and habitat requirements of the following: Massassauga rattlesnake, eastern foxsnake, stinkpot turtle, spotted turtle, northern map turtle, Atlantic Coastal Plain plant species, and fish habitat are present on the island. This package should include the final Georgian Bay Land Trust report (referenced in Schedule 'D', Environmental Impact Statement and Addendum) as it contains relevant natural heritage information, particularly with regard to Atlantic Coastal Plain Flora. Land owners must agree to read this information and to take a protective stewardship approach to ownership of this property;

GENERAL

13.1 The Owner agrees with the Municipality that:

- i) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
- ii) the failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
- iii) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the construction measures as set out in Schedule "G" Regulations for Construction attached hereto;
- iv) replacement and re-instatement of vegetation will occur in compliance with Schedule 'F' Aerial Photo Depicting Natural Features;
- v) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings;
- (vi) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (vii) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

- (viii) It is understood and agreed that if this Agreement is not registered within three years from the date of the execution of this Agreement by the Municipality then the Municipality shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the rights of the Chief Building Official under Section 6 of The Building Code Act, R.S.O. 1990, c.B.13, as amended.
- (ix) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner: **WILLIAM DOUGLAS CAMERON
CATHERINE ANNE CAMERON
GILLIAN ELIZABETH CAMERON**

c/o William Douglas Cameron
108 Wanless Ave.
Toronto, On M4N 1V9

to the Municipality:
Chief Administrative Officer
Township of The Archipelago
9 James Street Parry Sound ON P2A 1T4

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been delivered if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.

- (x) The Owner hereby covenants and agrees to participate in any public recycling program in which the Municipality is involved as and when such program is made available within the Municipality.
- (xi) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (xii) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (xiii) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of The Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.


IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

OWNER

(Please PRINT name below signature)

(Please PRINT name below signature)



(Please PRINT name below signature) **GILLIAN CAMERON**

**THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO**

Per: Stephen Kaegi, CAO

Per: Peter Ketchum, Reeve

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

OWNER

(Please PRINT name below signature)



(Please PRINT name below signature)

CATHERINE ANNE CAMERON

(Please PRINT name below signature)

**THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO**

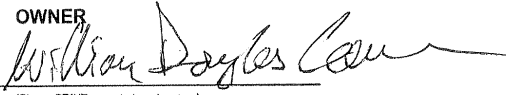
Per: Stephen Kaegi, CAO

Per: Peter Ketchum, Reeve

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

OWNER



(Please PRINT name below signature)

WILLIAM DOUGLAS CAMERON

(Please PRINT name below signature)

(Please PRINT name below signature)

**THE CORPORATION OF THE
TOWNSHIP OF THE ARCHIPELAGO**

Per: Stephen Kaegi, CAO

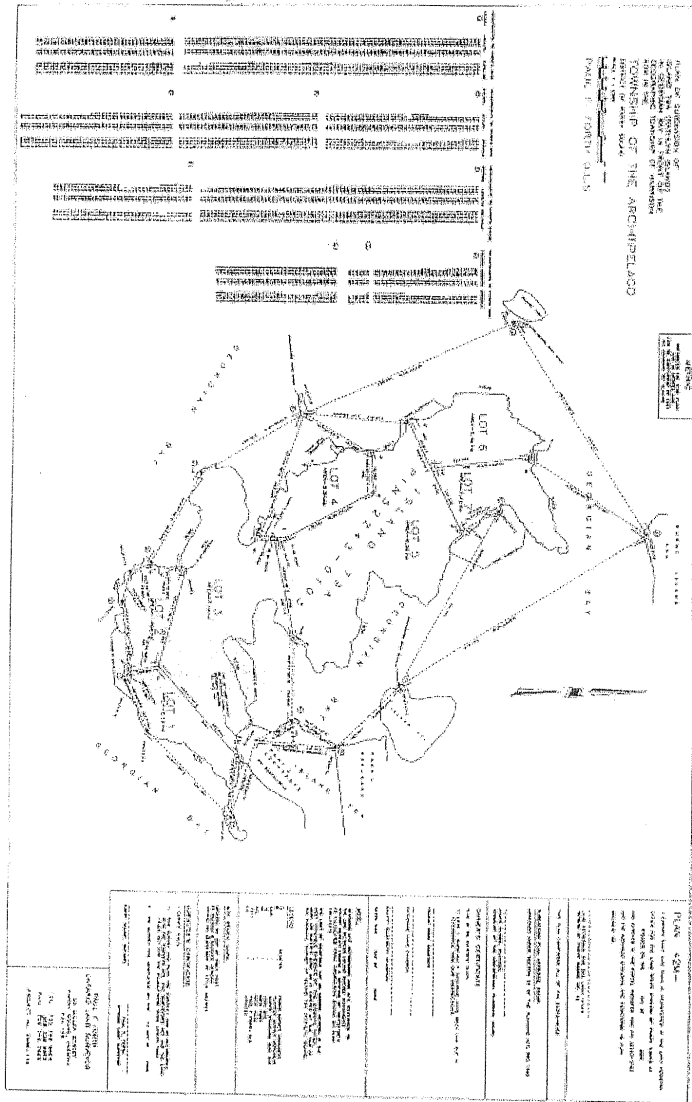
Per: Peter Ketchum, Reeve

SCHEDULE "A"

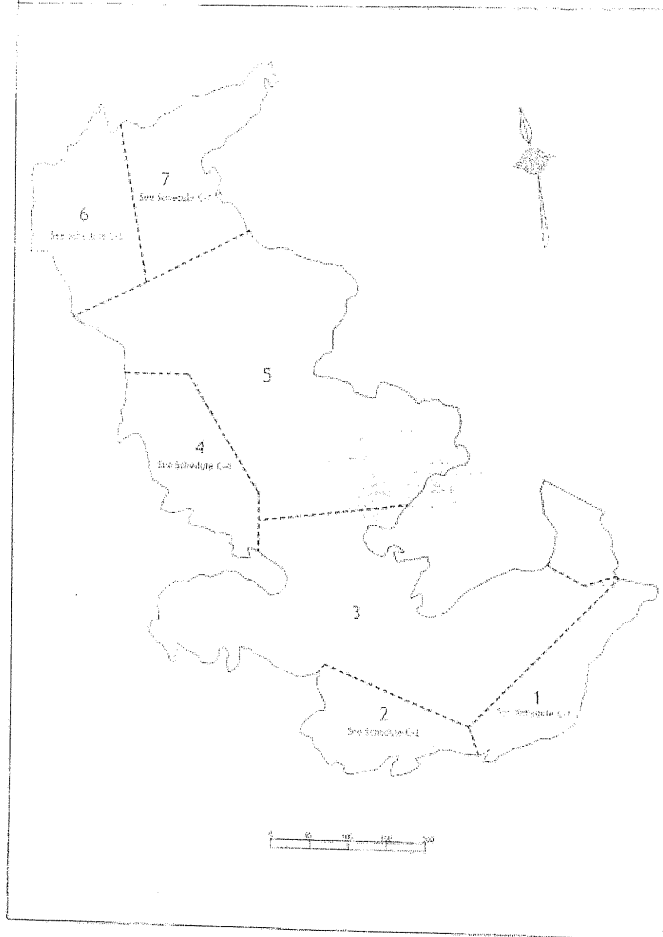
LEGAL DESCRIPTION

PCL 9157 SEC NS; PCL 1-11 OF ISLAND 79A IN GEORGIAN BAY OF LAKE HURON IN
FRONT OF BROKEN LT 31 CON 1 HARRISON THE RESERVATION OF THE CHAIN RDAL
ALONG THE SHORE OF THE SAID PART OF SAID ISLAND IS THEREBY DISPENSED
WITH, (S/T DEBTS, IF ANY, OWING BY THE ESTATE OF PHEOBE AIRD CAMERON,
DECEASED A FORMER OWNER); THE ARCHIPELAGO

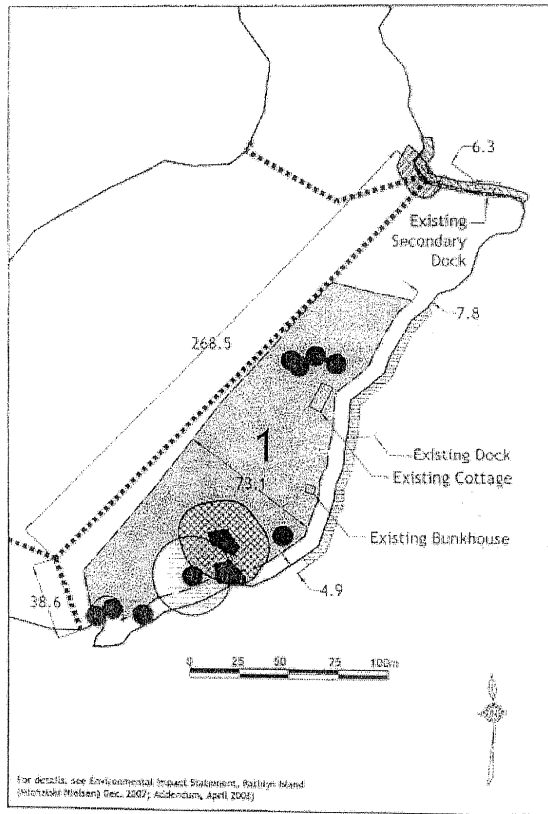
Schedule "B"



Schedule 'C'
Key Map
Parts 1 through 11 of Parcel 9457,
Geographic Township of Harrison Township of the Archipelago
District of Parry Sound
Rathlyn Island (Island 79A)



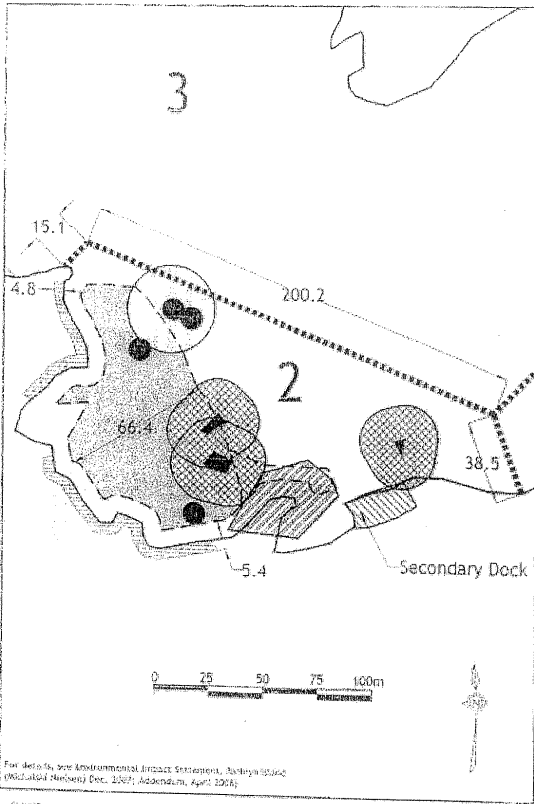
SCHEDULE 'C-1'
 RATHLYN ISLAND
 Lot 1
 TOWNSHIP OF THE ARCHIPELAGO
 DISTRICT OF PARRY SOUND



For details, see Environmental Impact Statement, Rathlyn Island (Richard Wolcott Dec. 2007; Addendum, April 2008)

- | | |
|--|--|
| Dock Envelope | Potential Vegetation or Shelter Sites |
| Building Envelope | 20 m Buffer of Potentially High Quality Vegetation Sites |
| Developable Area - No Constraints | 15 m Buffer of Potential Vegetation Site Polygon Perimeter |
| Meadow Marsh - Potential Snake Foraging Area; Atlantic Coast Plain Flora Potentially Present | |
| Fish Habitat (Consistent with MNR Type 1) | |

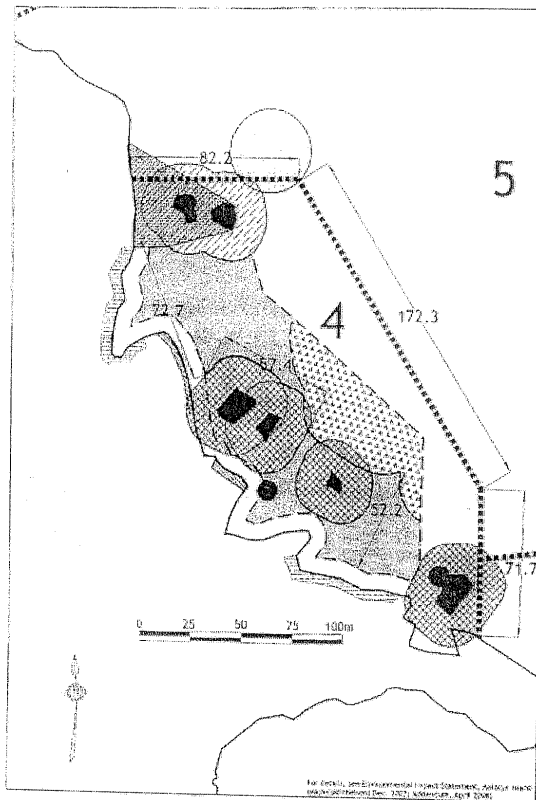
SCHEDULE 'C-2'
 RATHILYN ISLAND
 Lot 2
 TOWNSHIP OF THE ARCHIPELAGO
 DISTRICT OF PARRY SOUND



For details, see Environmental Impact Statement, Rathilyn Island (Revised) (March) Dec. 2007, Addendum, April 2008

- | | |
|--|--|
| Drain Envelope | Potential Grazation or Shelter Sites |
| Building Envelope | 20 m Buffer of Potentially High Quality Coastal Sites |
| Unusable Area - No Constraints | 15 m Buffer of Potential Grazation Site Polymer Pathometer |
| Meadow Marsh - Potential Snake Hanging Area
Atlantic Coast Pine Flume Potentially Present | |
| Fish Habitat (Consistent with MAR Type 5) | |

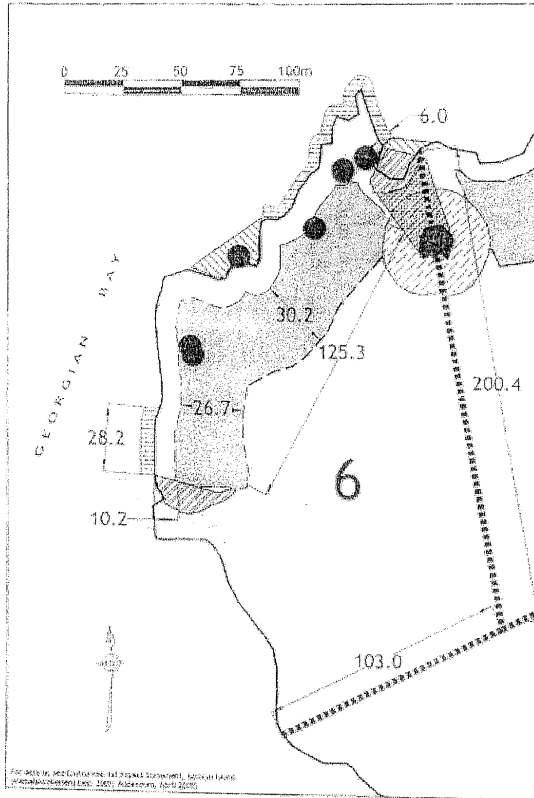
SCHEDULE 'C-4'
 RATHLYN ISLAND
 Lot 4
 TOWNSHIP OF THE ARCHIPELAGO
 DISTRICT OF PARRY SOUND



For details, see Environmental Impact Statement, subject matter
 (MNR/2010/001) Dec. 2012, 10/20/2012, 10/20/2012

- | | |
|---|---|
| Dept. Envelope | Potential Generation of Slusher Sites |
| Building Envelope | 20 m Buffer of Potentially High Quality Generation Sites |
| Developable Area - no Constraints | 15 m Buffer of Potential Generation Site Polygons Perimeter |
| Meadow Marsh - Potential Shore Focusing Area; Island's Coast Plain Flora Potentiality Present | Buffer Zone for Hibernaculum |
| Fish Habitat (Consistent with MRR Type II) | 15 m Buffer of Ephemeral/Periodic Pool |
| | Potential Travel Corridor for Spotted Yachtie |

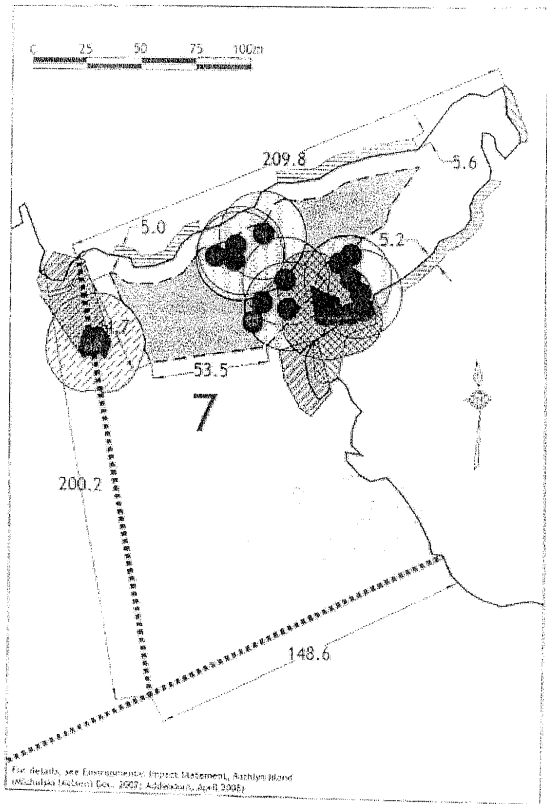
SCHEDULE 'C-6'
 RATHLYN ISLAND
 Lot 6
 TOWNSHIP OF THE ARCHIPELAGO
 DISTRICT OF PARRY SOUND



For details see Guidelines for Project Approval, Section 6.0
 (Amended Schedule 'C-6', 2007; Amendment, April 2008)

- | | |
|---|---|
| Dock Envelope | Potential Generation of Sensitive Sites |
| Building Envelope | 20 m Buffer of Potentially High Quality Generation Sites |
| Developable Area - No Constraints | 15 m Buffer of Potential Generation Sites Polygons/Polyline |
| Meadow Marsh - Potential Snake Foraging Areas
Atlantic Coast Plain Flora Potentially Present | Buffer Zones for Rehabilitation |
| Fish Habitat (Consistent with MNR Type 1) | 15 m Buffer of Riparian/Streambed Foot |
| | Potential Travel/Corridor for Spotted Turb |

SCHEDULE 'C-7'
 RATHLYN ISLAND
 Lot 7
 TOWNSHIP OF THE ARCHIPELAGO
 DISTRICT OF PARRY SOUND

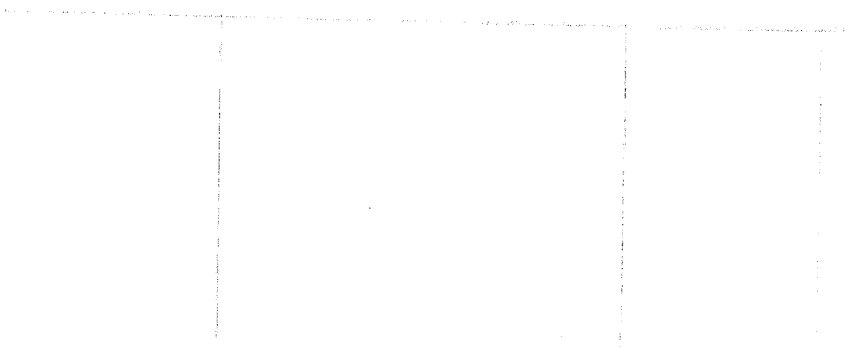


For details, see Environmental Impact Statement, Rathlyn Island
 (McNicholas Architects Inc., 2002; Addendum, April 2003)

- | | |
|--|---|
| Deck Envelope | Potential Location of Scatter Sinks |
| Building Envelope | 20 m Buffer of Potentially High Quality
Ostracod Sites |
| Developable Area - No Constraints | 15 m Buffer of Potential Ostracod Site Polygon Perimeter |
| Meadow Marsh - Potential Sinks - Foraging Area;
Adverse Coast Plain Flora Potentially Present | Buffer Zone for Intermittent |
| Fish Habitat (Compatible with MNR Type 1) | 10 m Buffer of Epithermal Pool |
| | Potential Travel Corridor for Spotted Turtle |

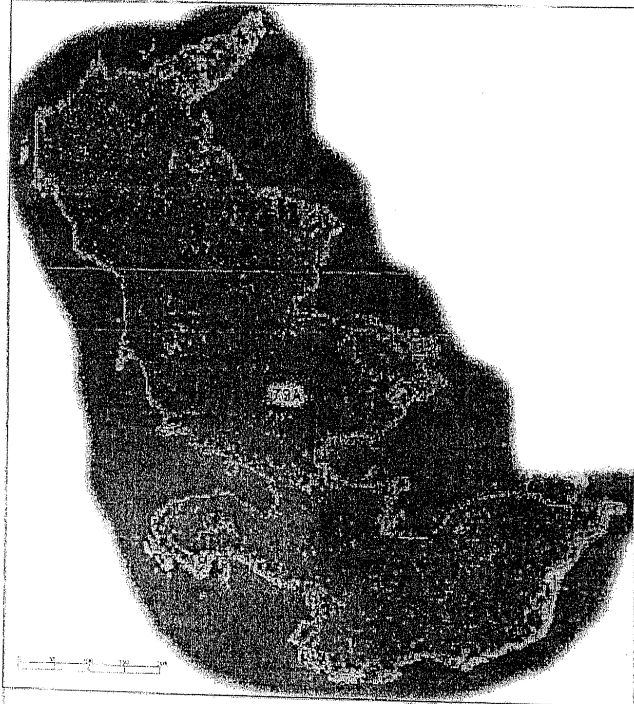
Schedule "E"

(Kept on file at the Township of the Archipelago offices.)



The image shows a large, faint rectangular box that appears to be a placeholder for a table or diagram. The box is defined by a thin, dotted border and is mostly empty, with some very faint, illegible markings inside. It is positioned in the lower half of the page.

SCHEDULE 'F'
AERIAL PHOTO DEPICTING NATURAL FEATURES
RATHLYN ISLAND
TOWNSHIP OF THE ARCHIPELAGO
DISTRICT OF PARRY SOUND



SCHEDULE "G"**REGULATIONS FOR CONSTRUCTION****(1) REQUIREMENTS FOR BLASTING**

An Environmental Impact Statement by a qualified species at risk biologist be undertaken to the satisfaction of the Township to determine the necessary buffer and separation from the natural features of potential significance;

- B) blasting is not permitted in the vicinity of hibernation habitats unless it has been demonstrated through the EIS report that the blasting will not have any negative impacts on the ground water table in or around the hibernation sites;
- B) blasting within the buildable areas of the building envelopes may only proceed in accordance with the recommendations of the environmental impact statement;
- C) blasting mats must be used in order to prevent free-flying rocks that could damage adjacent natural features of potential significance;
- D) blasting may not occur between September 1st and May 31st (the hibernation season for threatened reptile species).

(2) DISPOSAL OF CONSTRUCTION GARBAGE

All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner.

(3) VEGETATION REPLACEMENT/REPAIR

Any damage to existing vegetation whether on private or public property shall be reinstated by the Owner at its expense in accordance with the Municipality's specifications and to the satisfaction of the Municipality.

(4) MITIGATION MEASURES

The Owner agrees to use temporary snow fencing (or appropriate alternative) to delineate the building envelope areas for construction while protecting the identified habitat and buffer areas as directed on Schedule 'C' Site Plan. All construction equipment, facilities and storage of equipment will be maintained outside of the identified sensitive areas and their associative buffers.