

**Properties**

<i>PIN</i>	57359 - 0336    LT
<i>Description</i>	PT LT 19 CON 2 BLYTHFIELD PT 1, 49R15342; TOWNSHIP OF GREATER MADAWASKA
<i>Address</i>	CALABOGIE
<i>PIN</i>	57359 - 0337    LT
<i>Description</i>	PT LTS 19 & 20 CON 2 BLYTHFIELD, PT 1, 49R12937, PTS CLOSED BY R225399& R290044, PT 2, 49R12895 & AS IN R119879, EXCEPT PT 1, 49R15342 & PTS1-5, 49R8564 & PTS 3 & 4, 49R12895; TOWNSHIP OF GREATER MADAWASKA
<i>Address</i>	CALABOGIE

**Consideration**

*Consideration*        \$1.00

**Applicant(s)**

The notice is based on or affects    a valid and existing estate, right, interest or equity in land

<i>Name</i>	THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA
<i>Address for Service</i>	19 Parnell Street, P.O. Box 180 Calabogie, ON K0J 1H0

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

This document is being authorized by a municipal corporation Allison Vereyken, Clerk and Brian Hunt, Mayor.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule:    See Schedules

**Signed By**

Cindy Kerry Morin	1770 Courtwood Crescent, Suite 102 Ottawa K2C 2B5	acting for Applicant(s)	Signed	2019 09 30
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Tel        613-722-0015

Fax        613-722-5932

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MARTIN Z BLACK LAW OFFICE	1770 Courtwood Crescent, Suite 102 Ottawa K2C 2B5	2019 09 30
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Tel        613-722-0015

Fax        613-722-5932

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$64.40
<i>Total Paid</i>	\$64.40

**THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA**

**BY-LAW 53-2019**

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Being a by-law to authorize the Mayor and CAO to execute a Site Plan Agreement concerning the development of lands described in Schedule "A" attached to the agreement

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**WHEREAS** the municipality is authorized by Section 41 of the Planning Act, R.S.O. 1990, Ch.P.13 as amended, to designate areas as site plan control areas and subsequently enter into agreements with respect to the condition of development of lands within a site plan control area;

**AND WHEREAS** the subject lands are designated a Site Plan Control Area pursuant to the Township of Greater Madawaska By-law 33-2005;

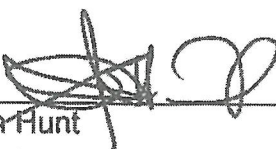
**AND WHEREAS** the Council of the Corporation of the Township of Greater Madawaska deem it appropriate to enter into a Site Plan Agreement of the subject lands on the terms set out in the attached Agreement;

**NOW THEREFORE** it is enacted that:

1. That the Mayor and CAO are hereby authorized to execute the Site Plan Agreement with Calabogie Peaks ULC, the Agreement being attached hereto as Schedule "A".
2. That the CAO is authorized to make any necessary administrative or legal amendments to give effect to the Agreement.
3. That this By-Law shall take effect upon the third and final reading thereof.

**READ** a first and second time this 26<sup>th</sup> day of August, 2019.

**READ** a third time and passed this 26<sup>th</sup> day of August, 2019.

  
\_\_\_\_\_  
Brian Hunt  
Mayor

  
\_\_\_\_\_  
Allison Vereyken  
CAO/Clerk/Deputy-Treasurer

## SCHEDULE "A" to By-law 53-2019

THIS AGREEMENT MADE August 26, 2019.

BETWEEN:

CALABOGIE PEAKS ULC

hereinafter called the Owner  
of the FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

hereinafter called the Township  
of the SECOND PART

WHEREAS the Owner is the registered owner of the lands described in Schedule A attached hereto, (hereinafter referred to as the Lands(s);

AND WHEREAS the Municipality is authorized by Section 41 of the *Planning Act*, R.S.O. 1990, c.P, as amended, to designate areas as site plan control areas and to subsequently enter into agreements with respect to the conditions of development of lands within a site plan control area;

AND WHEREAS pursuant to the authority vested in it by the said Act, the Township has, by By-Law 33-2005, designated the Land(s), being within the municipal limits, as a site plan control area;

AND WHEREAS by Section 41(7) of the said Act, a Township is authorized to require of an owner, and to ensure by one or more agreements, the following:

- a) That the Owner provide certain facilities, works or matters mentioned in clause (a) of the said section and subsection;
- b) That the Owner provide maintenance of the said facilities, works or matters;
- c) That the Owner provide the plans and drawings referred to in subsection (4) of the said Act subject to the Township's approval of the same;

NOW THEREFORE WITNESSETH that in consideration of the foregoing, and the mutual terms, provisos and covenants of the parties hereto, the parties agree as follows:

### 1.0 INTERPRETATION:

#### 1.01 In this Agreement:

**Council** shall mean the elected Council of the Township of Greater Madawaska, from time to time.

**Default** means and includes deemed default, delay, neglect, failure, deviation, misfeasance and/or abandonment.

**Develop, Development** means and refers to improvements, construction, erection, demolition, paving, landscape and any and all works, and/or parts of the foregoing and maintenance of the foregoing in accordance with Schedule B.

**Municipal Engineer** shall mean the person so designated by the Township.

**Owner(s)** means Calabogie Peaks ULC and all subsequent owners of a parcel of the Property.



**Private Road** means those lands used for access, parking, ingress or egress, which are not owned or maintained by the Township and which are more particularly described and set out on Schedule A attached hereto.

**Site Plan** means the plan attached hereto as Schedule B and any and all specifications and any and all revisions as approved by the Township.

**Township** shall mean the Corporation of the Township of Greater Madawaska

## **2.0 SCHEDULES:**

The following schedules are attached hereto and form part of this Agreement and the Owner shall satisfy, comply with and perform all of the requirements and obligations arising therefrom:

- A - Description of the Lands
- B - Site Plan

## **3.0 TITLE:**

- 3.01 The Owner hereby warrants and covenants that the Owner is the unencumbered registered Owner of the Land and that the Land is properly so described in Schedule A. This agreement shall be registered against title to the Land at the expense of the Owner and in priority to any changes, liens, or encumbrances.

## **4.0 DEVELOPMENT:**

- 4.01 The Owner shall develop the land in accordance with the site plan attached hereto as Schedule B.
- 4.02 The Owner hereby agrees that in accordance with the Site Plan By-law of the Township any future Development on the lands may require amendments to this agreement or a new site plan agreement provided that any such amendments or agreements do not unduly diminish the land rights of the condominium corporation to be formed on the lands.
- 4.03 The Owner shall not convert the buildings on the land into one or more condominium corporations, or sell four or more apartment units in the buildings, without first satisfying the following:
- (a) That all applicable Municipal bylaws, Federal and/or Provincial statutes and/or regulations are complied with;
  - (c) That the Owner is responsible for obtaining any required approvals, certification, or amendments to prior approvals, from the Ministry of the Environment Conservation and Parks for the provision of privately owned non-municipal communal water and wastewater systems.
  - (d) That the Owner shall enter into a Responsibility Agreement with the Township, on terms satisfactory to the Township, in accordance with the provisions of the Ontario Safe Drinking Water Act and the Ontario Water Resources Act.
  - (e) That the Owner hereby agrees that all easements and maintenance agreements which may be required for drainage, emergency access, electrical, water and sewage services, telephone and cablevision facilities, shall be provided and agreed to by the Owner, to the satisfaction of the appropriate authority, and that the Owner shall ensure that these easements are registered on Title to the lands which they apply, and that affected agencies are duly notified.

- 4.04 The Owner agrees to comply with the applicable zoning of the subject lands.
- 4.05 The Owner agrees that this agreement shall be registered on title to the lands described in Schedule A and to provide proof of such registration prior to the commencement of any development authorize under this agreement.
- 4.06 At the request of the Township the Owner shall provide any documents to verify that the use of the subject lands are in accordance with this agreement.

**5.0 BUILDING PERMITS:**

- 5.01 The Township shall not be obliged, nor compelled to issue any building permits for the Development until:
- (a) the provisions of this Agreement have been complied with, and;
  - (b) any outstanding Default arising from this Agreement has been remedied.

**6.0 DAMAGE TO MUNICIPAL PROPERTY:**

- 6.01 The Owner(s) shall repair any damage to municipal property to the satisfaction of the Municipal Engineer.

**7.0 DEFAULT:**

- 7.01 If, in the opinion of the Township, the Owner:
- (a) is improperly performing or maintaining the said Development; or
  - (b) is in Default with respect to the said Development at any time; or
  - (c) is in Default with respect to this Agreement at any time; then the Township shall promptly notify the Owner, in writing, of such Default and if such Default be not remedied within seven (7) clear days after delivery of such notice, then, the Township shall thereupon have full authority and power to immediately remedy the Default at the sole cost and expense of the Owner, is surety or both.
- 7.02 When, in the opinion of the Township, the Default is one of emergency, then the remedy may be made without notice.
- 7.03 The Cost and expense of remedy shall be calculated by the Township whose judgement shall be final. It is understood and agreed that such costs and expenses may include an administrative fee of twenty per cent (20%) of the cost and expense, together with a fee of thirty per cent (30%) of the said sum for the dislocation and inconvenience caused to the Township as a result of such Default, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this Clause is a consideration without which the Township would not have executed this Agreement.
- 7.04 In the event of damage to municipal property, upon seven (7) days written clear notice and failing remedy within the said time, the Township may exercise its remedies as provided hereinbefore, or at its option recover the costs and expenses from the Owner's Liability Insurance Policy.

**8.0 ACKNOWLEDGEMENTS**

- 8.1 The Owner accepts and acknowledges that access is provided by a Private Road which has been constructed and will be maintained, solely by the Owner and at the Owner's expense.
- 8.2 The Owner acknowledges that the Private Road is and shall remain a Private Road and that the Township shall have no obligation to assume, accept or maintain the road, nor



shall the Township be liable for any loss or damage occasioned by use of the Private Road whether as a result of its construction or maintenance, access or lack of access by any vehicle including emergency vehicles or any other cause and the Owner covenants to save the Township harmless from any such liability and to fully indemnify the Township should any such liability be imposed upon the Township.

**9.0 GENERAL:**

**9.01** The provisions of this Agreement shall inure to and be binding upon the parties hereto, their heirs, successors, executors and assigns.

**10.0 INTERPRETATION:**

**10.01** The words importing singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

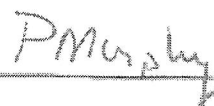
**10.02** Words which have been defined in paragraph 1.01 or elsewhere in this agreement or any schedule attached hereto shall have that defined meaning when the said words, singular or plural are used elsewhere in this Lease or any schedule attached hereto.

**10.03** Unless the context otherwise requires, the word "Owner" wherever used herein, shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said "Owner".

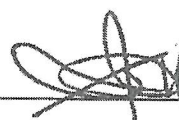
IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Paul Murphy  
Calabogie Peaks ULC  
I have authority to bind the Corporation.

**CORPORATION OF THE TOWNSHIP  
OF GREATER MADAWASKA**

  
\_\_\_\_\_  
Brian Hunt, Mayor

  
\_\_\_\_\_  
Allison Veroyken, Clerk/Deputy Treasurer

## SCHEDULE A

### Description of Land(s)

PART OF LOTS 19 AND 20, CONCESSION 2, BEING PART 1, REFERENCE PLAN 49R-12937; PARTS CLOSED BY R225399 AND R290044; PART 2, 49R-12895 AND AS IN R119879, EXCEPT PART 1, 49R-15342, PARTS 1 TO 5, 49R-8564 AND PARTS 3 AND 4, 49R-12895; T/W EASEMENT OVER PARTS 5,6,7, AND 10 49R-15586 AS IN RE27561; S/T EASEMENT OVER PARTS 2,3,4,8 AND 9, 49R-15586 IN FAVOUR OF PART 1, 49R-15342 AND PART 1, 49R-12877 AS IN RE27561; GEOGRAPHIC TOWNSHIP OF BLYTHFIELD

### Private Road

PART 3 ON REFERENCE PLAN 49R-15586



NETRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVING BY 0.3048

NETRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVING BY 0.3048






















DATE: AUGUST 21, 2019

FAIRHALL, MOFFATT & WOODLAND LIMITED  
ONTARIO LAND SURVEYORS

## NOTES

1. BOUNDARIES AND DIMENSIONS SHOWN ON THIS PLAN ARE FROM FIELD SURVEY.
2. BEANSBARS ARE GRID AND ARE REFERRED TO CENTRAL.
3. MEASURED, 75.50' X LONGITUDE, 014' ZONE 12, NAD83 (ORIGINAL).
4. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99982.
5. EXISTING REPTILE SYSTEMS LOCATIONS ARE ONLY APPROXIMATE. THEY ARE SHOWN PER SEPTIC APPLICATION FROM SAMMERS & ASSOCIATES L.L.D. DRAWING "01-1388--SS1", REVISION 8 (01/1/92).
6. PARKING SPACES SHOWN ARE A MINIMUM OF 2.7M BY 5.2M.
7. THE EXISTING USES OF THE SURROUNDING PROPERTIES ARE: SKI RESORT.
8. SEE PLAN FOR EASEMENTS. NOTE EASEMENT UNIT, REC27493 IS IN THE PROCESS OF BEING DISCHARGED.
9. (GRID DUNCAN) DUNCAN UNITS THAT ARE GROUND / 1ST FLOOR.
10. UNITS 1 / PARTS 1 TO 35 COMPRISE ALL OF BLOCK 2 ON THE DRAFT PLAN AND ARE IDENTICAL TO THE UNITS SHOWN ON THE PREVIOUS DRAFT PLAN. THE UNITS (THE CEDARS AND THE PINES) EXCEPT FOR PARTS 26 AND 35 WHICH ARE TO REMAIN WITH CALABROSE PEAKS.
11. PART 35 IS OF A RIGHT-OF-WAY ELEMENT. IT IS NOT PART OF THE CONDOMINIUM. THE EXISTING PATH, A HIGHWAY WHICH IS NOT PART OF THE CONDOMINIUM, TO USE

## LEGEND

- |   |                                |   |                         |
|---|--------------------------------|---|-------------------------|
|  | DECIDUOUS TREE                 | PG  | -- PATIO (GROUND LEVEL) |
|  | CONIFEROUS TREE                |  | -- WATER WELL           |
|  | LAWN                           |  | -- DRIVEWAY             |
|  | PROPERTY IDENTIFIER NUMBER     |  | -- ELECTRICAL OUTLET    |
|  | GARDEN                         |  | -- INTERLOCK BRICK      |
|  | WOODEN BALCONY                 |  | -- UNDEMARCATED HURD    |
|  | WOODEN BALCONY AND STAIRS      |  | -- VENT                 |
|  | HYDRO TRANSFER ON CONCRETE PAD |  | LSA -- LANDSCAPE AREA   |
|  | ASPHALTE ON CONCRETE PAD       |  | TOB -- TOP OF BANK      |
|  | LAWN STANDARD                  |  | BOB -- BOTTOM OF BANK   |
|  | LAWN STANDARD                  |  | CB -- CATCH BASIN       |

<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>OWNER</u>	<u>TAXES</u>	<u>REMARKS</u>
0.0000	0.0000	0.0000	0.0000	0.0000

PART OF LOT 19

CONCESSION 2

Geographic Toy

TOWNSHIP OF

COUNTY OF RENEWAL

Fairhall  
Moffatt &  
Woodland

ON 200

£ 35

02

# NOTES

SCIENCE & ART

10:25

1

REVISION NOTE: JUNE 8, 2019

PART 34 SEPARATED INTO 4 PARTS.

PARTS 34A, 34B ARE FOR "THE CEDARS" AND

PARTS 34C. 34D ARE FOR "THE PINES"

PARTS 34B AND 34C ARE FOR ACCESS EASEMENTS.

[illegible]

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