

Properties

PIN57360 - 0073 LT

DescriptionPART OF LOT 19, CONCESSION 2, BLYTHFIELD, PART 1, ON PLAN 49R19307;
TOWNSHIP OF GREATER MADAWASKA

AddressCALABOGIE

Consideration

Consideration\$1.00

Applicant(s)

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

NameTHE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

Address for Service19 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 Morin1770 Courtwood Crescent, Suite 102 acting for Signed 2019 09 30
Ottawa
K2C 2B5

Tel613-722-0015

Fax613-722-5932

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

Submitted By

MARTIN Z BLACK LAW OFFICE1770 Courtwood Crescent, Suite 102 2019 09 30
Ottawa
K2C 2B5

Tel613-722-0015

Fax613-722-5932

Fees/Taxes/Payment

Statutory Registration Fee\$64.40

Total Paid\$64.40

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 43-2019

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

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;

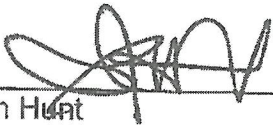
AND WHEREAS the Council of the Corporation of the Township of Greater Madawaska deem it appropriate to enter into a Site Plan Agreement of the subject lands on the terms set out in the attached Agreement;

NOW THEREFORE it is enacted that:

1. That the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute the Site Plan Agreement with Calabogie Peaks Resort, 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 15th day of July, 2019.

READ a third time and passed this 15th day of July, 2019.



Brian Hunt
Mayor



Allison Holtzhauer
CAO Clerk-Treasurer

SCHEDULE "A" to By-law 43-2019

THIS AGREEMENT MADE July 15, 2019.

BETWEEN:

CALABOGIE PEAKS RESORT 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.

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, at the sole discretion of the Township, require amendments to this agreement.
- 4.03 The Owner shall not proceed with the Development of the Land, without satisfying the following:
- (a) That all applicable Municipal bylaws, Federal and/or Provincial statutes and/or regulations are complied with;
 - (b) That a Joint Use Agreement has been entered into which identifies provisions for the use, management, and financial obligations by Owners for any land, building, or structure used for the joint and mutual benefit of the Owners. Such land may include, but is not limited to:
 - i) Internal Driveways and Parking Areas;
 - ii) Internal Walkways;
 - iii) Hydro transformers, pathway lights, wires, pipes, cables, propane lines, internet, data and communication lines, storm sewers, water mains and catch basins, and other conduits and enclosures;
 - iv) The properties adjacent to the dwelling units used for access, servicing, repair, maintenances, and replacement of common property;
 - v) Any other elements located on the Property which benefit some or all of the Owners.
 - (c) The Owner is responsible for obtaining any required approvals, certification, or amendment to prior approvals, from the Ministry of the Environment Conservation and Parks for the provision of privately owned non-municipal communal systems. In addition, the Owner will 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.

- 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 in accordance with this agreement.
- 4.07 Employees or agents of the Township shall have the right at all times to free and uninterrupted access to any and all parts of the subject property for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor an Acceptance of any of the said Works by the Township nor any assumption by the Township of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement
- 4.08 The owner shall reimburse the Township its costs to administer this agreement and the Development provided for herein and without limiting the forgoing, an administrative fee to process this application, the cost to third parties for engineering or legal services to include peer reviews, ensuring compliance and necessary registrations.

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.
- 6.02 The Owner shall keep the streets leading to, from and abutting the Land(s) free of dirt, dust and debris resulting from or in any way attributable to the construction and development of the subject lands.

7.0 DEFAULT:

- 7.01 If, in the opinion of the Township, the Owner:
- (a) is not prosecuting or causing to be prosecuted the Development as provided in this Agreement within the time specified herein, or so that they may be completed with the said time; or
 - (b) is improperly performing or maintaining the said Development; or
 - (c) is in Default with respect to the said Development at any time; or
 - (d) 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 **GENERAL:**

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

9.0 **INTERPRETATION:**

- 9.01 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.
- 9.02 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.
- 9.03 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 Resort ULC

I have authority to bind the Corporation.

**CORPORATION OF THE TOWNSHIP
OF GREATER MADAWASKA**



Brian Hunt, Mayor



Allison Holtzhauer, CAO/Clerk-Treasurer

Schedule A

Description of Land(s)

PART 1 ON REFERENCE PLAN 49R-19307, BEING PART OF LOT 19, CONCESSION 2,
IN THE GEOGRAPHIC TOWNSHIP OF BLYTHFIELD, NOW IN THE TOWNSHIP OF
GREATER MADAWASKA, BEING PIN 57360-0068

SCHEDULE B

