yyyy mm dd Page 1 of 9

#### **Properties**

57359 - 0365

Description

BLOCK 1 PLAN 49M102; TOGETHER WITH AN EASEMENT OVER BLOCK 1 PLAN 49M101 AS IN RE257156; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AS IN

RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57359 - 0367 LT

Description

BLOCK 3 PLAN 49M102; TOGETHER WITH AN EASEMENT OVER BLOCK 1 PLAN 49M101 AS IN RE257156; TOGETHER WITH AN EASEMENT OVER PART OF COMMON ELEMENTS OF RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57359 - 0368 LT

Description

BLOCK 4 PLAN 49M102; TOGETHER WITH AN EASEMENT OVER BLOCK 1 PLAN 49M101 AS IN RE257156; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AS IN RE257276; SUBJECT TO AN EASEMENT IN FAVOUR OF RENFREW STANDARD CONDOMINIIUM PLAN NO. 17 AS IN RE257276; TOWNSHIP OF GREATER

MADAWASKA

Address

CALABOGIE

PIN

57359 - 0369 LT

Description

PART OF BLOCK 2, PLAN 49M102, PARTS 1,2,5 AND 6 PLAN 49R19479; SUBJECT TO AN EASEMENT OVER PARTS 2, 5 AND 6 PLAN 49R19479 IN FAVOUR OF RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AS IN RE257276; TOGETHER WITH AN EASEMENT OVER PART OF COMMON ELEMENTS OF RENFREW STANDARD CONDOMINIUM PLAN NO 17 IN FAVOUR OF PART OF BLOCK 2 PLAN 49M102, PARTS 1 AND 2 PLAN 49R19479 AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

CALABOGIE

PIN

57817 - 0001 LT

Description

UNIT 1, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57817 - 0002 LT

Description

UNIT 2, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57817 - 0003 LT

Description

UNIT 3, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

CALABOGIE

PIN

57817 - 0004 LT

Description

UNIT 4, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57817 - 0005 LT

57817 - 0006 LT

Description

UNIT 5, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

PIN

**CALABOGIE** 

Description

UNIT 6, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS

APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57817 - 0007 LT

Description

UNIT 1, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

PIN

57817 - 0008 LT

020 04 08 at 11:10

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 9

#### **Properties**

Description UNIT 2, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS

APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

CALABOGIE

PIN

57817 - 0009 LT

Description

UNIT 3, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS

APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

CALABOGIE

PIN

57817 - 0010 LT

Description

UNIT 4, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS

SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA

Address

**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

Name

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

Address for Service

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 Brian Hunt, Mayor, and Allison Vereyken, Clerk/Deputy Treasurer.

#### 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 Woodward Drive, Suite 200

acting for

Applicant(s)

Signed 2020 04 08

Ottawa K2C 0P8

Tel 613-722-0015

Fay

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 Woodward Drive, Suite 200

2020 04 08

Ottawa K2C 0P8

Tel

613-722-0015

Fax

613-722-5932

#### Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

#### File Number

Applicant Client File Number :

CALP012

# THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

#### BY-LAW 18-2020

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. 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:

- That the Mayor and CAO are hereby authorized to execute the Site Plan 1. 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 hereby rescinds By-law 53-2019.
- That this By-Law shall take effect upon the third and final reading thereof. 3.

READ a first and second time this 23rd day of March, 2020.

READ a third time and passed this 23rd day of March, 2020.

Мауог

Allison Holtzhauer

CAO/Deputy Clerk-Treasurer

Certified a true copy

Gao/Clerk Treasurer Township of Greater Madawaska

## SCHEDULE "A" to By-law 18-2020

THIS AGREEMENT MADE March 23, 2020.

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 <u>INTERPRETATION:</u>

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 <u>TITLE:</u>

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 <u>DEVELOPMENT:</u>

- 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 statues 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
  - 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 <u>INTERPRETATION:</u>

- 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 Lyke Desiardins

Pay Murphy Jim Hemlin

Calabogie Peaks ULC

I have authority to bind the Corporation.

CORPORATION OF THE TOWNSHIP
OF GREATER MADAWASKA

Brian Hunt, Mayor

Allison Holtzhauer, CAO

## SCHEDULE A

## Description of Land(s)

PIN	LEGAL DESCRIPTION
57359-0365	Block 1, Plan 49M102, Township of Greater Madawaska
57359-0367	Block 3, Plan 49M102, Township of Greater Madawaska
57359-0368	Block 4, Plan 49M102, Township of Greater Madawaska
57359-0369	Part of Block 2, Plan 49M102, Parts 1, 2, 5 and 6, Plan 49R19479, s/t easement over Parts 2, 5 and 6, Plan 49R19479 in favour of Renfrew Standard Condominium Plan No. 17 as in RE257276; t/w an easement over part of common elements of Renfrew Standard Condominium Plan No. 17 in favour of part of Block 2, Plan 49M102, Parts 1 and 2, Plan 49R19479 as in RE257276, Township of Greater Madawaska
57817-0001	Unit 1, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0002	Unit 2, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0003	Unit 3, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0004	Unit 4, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0005	Unit 5, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0006	Unit 6, Level 1, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0007	Unit 1, Level 2, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0008	Unit 2, Level 2, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0009	Unit 3, Level 2, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska
57817-0010	Unit 4, Level 2, Renfrew Standard Condominium Plan No. 17 and its appurtenant interest, s/t and t/w easements as set out in Schedule A as in RE257276, Township of Greater Madawaska

# Private Road

BLOCK 3, PLAN 49M-102, TOWNSHIP OF GREATER MADAWASAKA, PIN 57359-0367

