

**THE CORPORATION OF THE TOWNSHIP OF
SOUTH ALGONQUIN**

BY-LAW 21-636

(being a By-Law authorizing the entering into and execution
of a Site Plan Agreement between Erin Morlock, Philip Morlock
and the Township)

WHEREAS Section 41 of the *Planning Act* R.S.O. 1990 c. P.13, as amended,
authorizes municipalities to enter into Site Plan Agreements; and

AND WHEREAS the Council of The Corporation of the Township of South
Algonquin deems it advisable to enter into a Site Plan Agreement with Erin
Morlock and Philip Morlock in order to fulfill one of the conditions of a
provisional consent.

NOW THEREFORE the Municipal Council of the Corporation of the Township
of South Algonquin enacts as follows:

1. **THAT** the Township enter into the Site Plan Agreement in the form
attached hereto and marked as Schedule "A" to this By-Law, and to affix
the Seal of the Township with Philip Morlock, Erin Morlock and that the
Mayor and CAO/Clerk Treasurer are hereby authorized to execute the Site
Plan Agreement.
2. **THAT** this By-Law shall come into force and take effect on the date of final
passing hereof.

READ A FIRST AND SECOND TIME THIS 7TH DAY OF April, 2021.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF April, 2021.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk Treasurer

THIS SITE PLAN AGREEMENT is made as of the 7th day of April, 2021

BETWEEN:

ERIN MORLOCK
903 McRae Hay Lake Road, P.O. Box 189
Whitney, Ontario K0J 2M0

– and –

PHILIP MORLOCK
901 McRae Hay Lake Road, P.O. Box 10
Whitney, Ontario K0J 2M0
(hereinafter called the “Owners”)

OF THE FIRST PART

– and –

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**
7 Third Avenue, P.O. 217
Whitney, Ontario K0J 2M0
(hereinafter called the “Township”)

OF THE SECOND PART

WITNESSES THAT WHEREAS:

1. The Owners are the registered owners of land in the Geographic Township of Sabine more particularly described in Schedule “A” hereto (herein referred to as the “Land”); and
2. The Owners applied for a consent under the *Planning Act* (Ontario) (the “Act”) to divide the Land into two parcels in order to be able to convey one of the parcels to each of them alone; and
3. The Committee of Adjustment of the Township on July 29, 2020 made a decision under its File SEV. 2020-01 granting its consent to the severance, subject to the conditions set out in its decision; and
4. One of the conditions is that this Site Plan Agreement be entered into; and
5. The Township is authorized by Section 41 of the Act to designate areas within the Township as site plan control areas and to enter into agreements with respect to the development of lands within site plan control areas; and
6. Pursuant to the authority vested in it by the Act the Township enacted By-Law No.17-543 designating an area which includes the Land as a site plan control area; and
7. The Council of the Township has authorized the entry into of this Site Plan Agreement with the Owners,

NOW THEREFORE in consideration of the premises and the covenants of the parties contained herein, the parties agree as follows:

Interpretation

- 1.1 In this Agreement:
“**Council**” means the elected Council of The Corporation of The Township of South Algonquin.
“**Default**” means and includes deemed default, neglect, failure, deviation, misfeasance and/or abandonment.

“**Develop**” and “**Development**” mean and refer to a material physical change in the Land and the buildings and structures thereon.

“**Municipal Staff**” shall mean the person from time to time designated as such by the Township for purposes of this Agreement.

“**Owners**” includes the Owners and each of them and any employee, agent or contractor of either of the Owners.

- 1.2 Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and vice versa, and words importing persons shall include firms and corporations.

Development

2.1 The Owners hereby warrant and represent to the Township that:

- (a) the Owners are the registered owners of the Land as joint tenants;
- (b) the Land is properly described as set out in Schedule “A” hereto;
- (c) the plan attached as Schedule “B” hereto illustrates the Land and shows the location of the buildings and other structures on the Land as of the date of this Site Plan Agreement;
- (d) a full-size print of the Plan attached as Schedule “B” hereto has been delivered to the Township for its file in relation to this Agreement; and
- (e) the Owners intend to divide the Land in accordance with the hereinbefore recited provisional severance consent, and to convey Parcel “A” as shown on the plan attached as Schedule “C” hereto to one of them (Philip Morlock) and Parcel “B” as shown on Schedule “C” hereto to the other of them (Erin Morlock).

Building and other permits

3.1 The Owners collectively until the Land is divided and thereafter individually with respect to Parcel “A” or Parcel “B”, as the case may be, undertake and agree not to undertake any Development unless and until this Site Plan Agreement is amended to authorize such Development.

3.2 Notwithstanding paragraph 3.1 preceding, without an amendment to this Site Plan Agreement the building identified with an * on the Plan attached as Schedule “B” hereto may be moved from its current location on Parcel “B” to, or a new building having substantially the same dimensions (6 m. x 12 m.) and appearance to be used for the same purposes (as a “workshop”) may be erected upon, Parcel “A” at a location thereon which complies with the setbacks prescribed by the Township’s Zoning By-law.

Default and Remedies

4.1 If in the opinion of the Municipal Staff the Owners or either of them is pursuing Development or is otherwise in Default hereunder, then the Municipal Staff shall promptly notify the Owners or that one of them who is then the owner of Parcel “A” or Parcel “B”, as the case may be, setting out in writing the particulars of the Default, and if such Default has not been remedied within 30 days after delivery of such Notice, then the Municipal Staff shall thereupon have full authority and power to issue an Order either pursuant to this Site Plan Agreement or under the *Building Code Act* (Ontario) requiring that work on the Development stop and/or that such other action as may be specified in the Notice be carried out and, if the nature of the Default

SCHEDULE A

<i>PIN</i>	49228 - 0125	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 1-1 SEC 36M292; SUMMER RESORT LT 1-3, 3A PL M292 SABINE; SOUTH ALGONQUIN ; DISTRICT OF NIPISSING			
<i>Address</i>	MCRAE HAY LAKE ROAD WHITNEY			
<i>PIN</i>	49228 - 0128	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 4-2 SEC 36M292; PT BED OF HAY LAKE SABINE AS SHOWN ON PL M292; BEING PT LOCATION CL10296 SABINE PT 8 36R10472; SOUTH ALGONQUIN ; DISTRICT OF NIPISSING			
<i>Address</i>	MCRAE HAY LAKE ROAD WHITNEY			
<i>PIN</i>	49228 - 0129	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 4-2 SEC 36M292; PT BED OF HAY LAKE SABINE AS SHOWN ON PL M292; BEING PT LOCATION CL10296 SABINE PT 9 & 10 36R10472; SOUTH ALGONQUIN ; DISTRICT OF NIPISSING			
<i>Address</i>	MCRAE HAY LAKE ROAD WHITNEY			
<i>PIN</i>	49228 - 0126	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 4-2 SEC 36M292; PT LT 4 PL M292 SABINE PT 6 36R10472; SOUTH ALGONQUIN ; DISTRICT OF NIPISSING			
<i>Address</i>	MCRAE HAY LAKE ROAD WHITNEY			

