

**THE CORPORATION OF THE TOWN OF GRAVENHURST**

**AGREEMENT**

Pursuant to the Provisions of the Planning Act,  
R.S.O. 1990, Chapter P.13, Section 41, as amended.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF GRAVENHURST**

(Hereinafter called the "Town")

**OF THE FIRST PART**

**- AND -**

**RENAISSANCE LEISURE GROUP INCORPORATED  
C/O MUSKOKA SANDS RESORT  
R.R. #1, STN MAIN  
GRAVENHURST ON P1P 1R1**

(Hereinafter called the "Owner")

**OF THE SECOND PART**

## THE CORPORATION OF THE TOWN OF GRAVENHURST

**WHEREAS** it is intended that this AGREEMENT shall be entered into by the parties hereto in accordance with Section 41 of the Planning Act dealing with the facilities and matters or any of them referred to in Section 1 and more particularly set forth in the schedules to the AGREEMENT.

**NOW THEREFORE** this AGREEMENT witnesseth that in consideration of:

- (a) the premises and the covenants and agreement hereinafter contained on the part of the parties hereto to be observed, fulfilled and performed by each of them as hereinafter provided (the provision of which shall survive the execution of the AGREEMENT);
- (b) the entering by the Town into this AGREEMENT with the OWNER in accordance with the requirement of the Planning Act, for the purpose of permitting development or redevelopment to take place, the parties hereto do each hereby mutually covenant and agree as follows:

1. Definitions as used herein:

- (a) "Building By-law" means a By-law enacted under The Ontario Building Code Act;
- (b) "Content" includes drawings, plans, maps, descriptions, stipulations, requirements, words, numbers, distances, dimensions, degrees, directions, lines, curves, configurations and every other thing written and shown in any manner whatsoever in a schedule pertaining to the development or redevelopment;
- (c) "Facilities and matters" means one or more of the facilities and matters referred to in Section 41 of The Planning Act;
- (d) "Land" means land in a defined area more particularly described in Schedules "A" and "B";
- (e) "OWNER" includes a mortgagee, tenant, execution creditor, person entitled to a limited interest in land or any other person who is a party to this AGREEMENT except the Town;

(f) "Permit" means the permit required under The Building Code Act prior to the commencement of a work excavation, erection, construction, reconstruction, installation, alteration or demolition which is required first to be done in respect of any building or structure or part thereof for the purpose of development or redevelopment.

(g) "Schedule" means:

Schedule "A" location map or O.L.S. description;  
Schedule "B" site plan;  
Schedule "C" special conditions annexed to this  
AGREEMENT.

2. The OWNER will in respect of the land, provide, maintain, and use, as the case may be, the facilities and matters or any of them more particularly set forth in the content of the schedule upon such terms and conditions as to use and maintenance as therein set out.
3. The OWNER will not maintain or use the land, as the case may be except in accordance with the facilities and matters more particularly set forth in the content of the schedule.
4. The OWNER will do all such matters or things in order to comply in all respects, and without reservation with the contents of the schedules and will refrain from doing all such matters or things that are not specifically set forth in the content of the schedules.
5. The OWNER to whom a request has been made by the Town, shall within reasonable time limits specified by the Town to the total satisfaction of the Town and at the sole risk to and expense of the OWNER, remedy any such non-compliance or potential non-compliance with the conditions of development or redevelopment in this AGREEMENT as may, in the sole opinion of the Town, exist or come into existence from time to time.
6. The OWNER will deposit with the Town a bond, certified cheque or other suitable security as to performance of the completion of the facilities.
7. The OWNER will register this AGREEMENT against the land in accordance with the provisions of The Registry Act or The Land Titles Act before making an application for a building permit.

8. Nothing in this AGREEMENT shall impose upon the Town any duty or obligation to inspect or examine the lands for compliance with the conditions of development or redevelopment or to specify or report such compliance or non-compliance or potential compliance or non-compliance to the OWNER or to provide an opinion or view respecting any condition of development or redevelopment or to request or require compliance with the said conditions.
9. The content of the following enumerated schedules are the exclusive conditions of development or redevelopment of the land:
  - (1) Schedules "A" and "B"
  - (2) Schedule "C"
10. The OWNER will and herein does indemnify, save, defend and keep harmless from time to time and at all times, the Town, of, from and against all action, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bar, incur, be liable for, sustain or be put unto for any reason or on account of or by reason of or consequence of the Town entering into this AGREEMENT.
11. This AGREEMENT shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns, provided that if a party hereto is an individual, the AGREEMENT shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the said party.
12. Except as to paragraph 11 of this AGREEMENT, the parties hereto agree that this AGREEMENT shall cease and terminate and shall be of no force and effect and the parties hereto shall be forever discharged upon the expiry of:
  - (a) two years from the date of registration of this AGREEMENT in the event that a permit has not been issued to the OWNER within the two years;
  - (b) four years from the date of registration of this AGREEMENT in the event that development or re-development for the purpose for which a permit is issued, has not been commenced within the four years.
13. Upon the cessation and termination of this AGREEMENT under paragraph 12 and subject to paragraph 11, the OWNER, its successors or assigns, or his heirs executors, or administrators or successors or assigns shall, upon request of the Town, execute and deliver to the Town and to such persons as the Town may require, at the expense of the OWNER, successor, assigns, or heirs, executors, administrators, or successors or assigns and within such time limit as may be specified by the Town one or more instruments of cessation or discharge of the within AGREEMENT in form and content satisfactory to the Town.

14. This AGREEMENT shall be deemed to be made on the date executed by the Town hereinafter set out, being after execution by all other parties hereto.

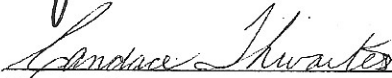
**IN WITNESS WHEREOF** the parties have duly executed this AGREEMENT.

This *25th* day of  
*February*, 2003


**THE CORPORATION OF THE  
TOWN OF GRAVENHURST**

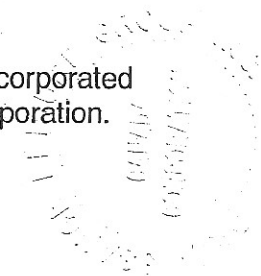
being the date of execution  
by The Corporation of the  
Town of Gravenhurst

  
\_\_\_\_\_  
Mayor – John Klinck

  
\_\_\_\_\_  
Clerk – Candace Thwaites

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
J. Haydn Matthews  
Executive Vice President  
Renaissance Leisure Group Incorporated  
I have authority to bind the Corporation.



1. If Corporation - use Corporate Seal.  
2. If Individuals - signatures must be witnessed.

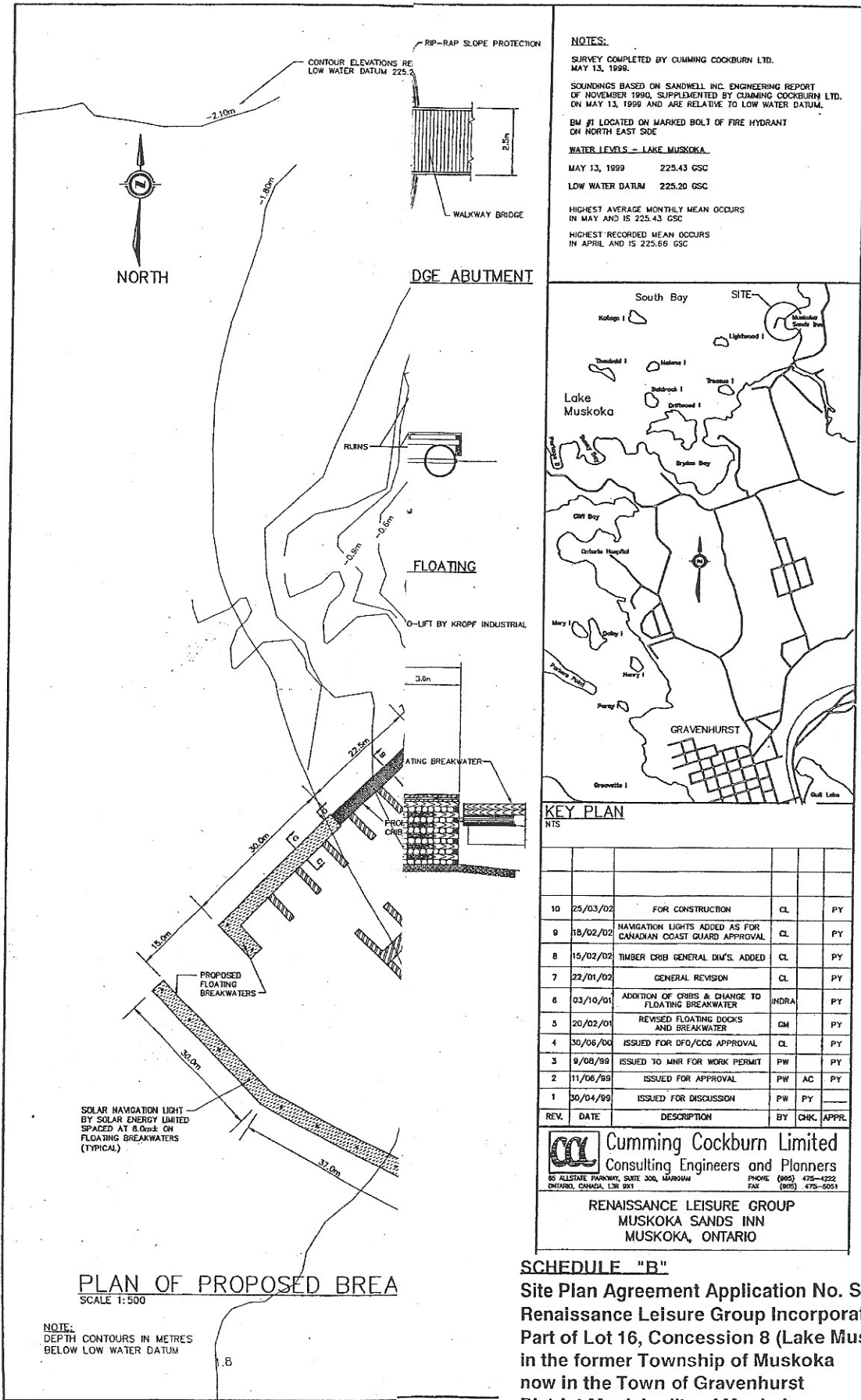
**SCHEDULE 'A'**

to a Site Plan Agreement between Renaissance Leisure Group Incorporated and the Corporation of the Town of Gravenhurst

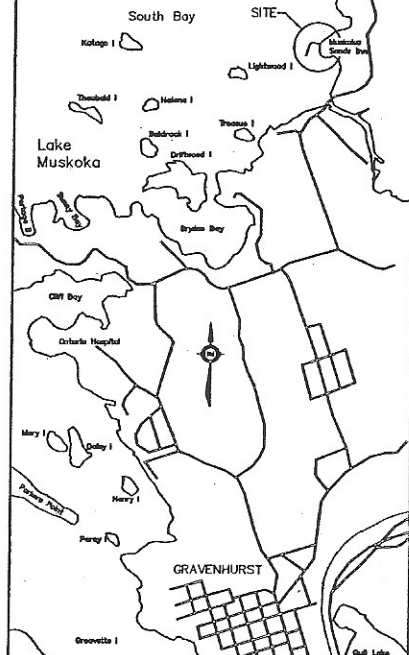
**- Legal Description -**

Part of Lot 16, Concession 8 (Lake Muskoka), in the former Township of Muskoka, now in the Town of Gravenhurst, District Municipality of Muskoka, designated as Parts 1 to 8, Plan 35R-13483.

(Roll No. 020-013-08400 and municipally known as 1209 Muskoka Beach Road)



**NOTES:**  
 SURVEY COMPLETED BY CUMMING COCKBURN LTD.  
 MAY 13, 1999.  
 SOUNDINGS BASED ON SANDWELL INC. ENGINEERING REPORT  
 OF NOVEMBER 1990, SUPPLEMENTED BY CUMMING COCKBURN LTD.  
 ON MAY 13, 1999 AND ARE RELATIVE TO LOW WATER DATUM.  
 BM #1 LOCATED ON MARKED BOLT OF FIRE HYDRANT  
 ON NORTH EAST SIDE  
**WATER LEVELS - LAKE MUSKOKA**  
 MAY 13, 1999 225.43 GSC  
 LOW WATER DATUM 225.20 GSC  
 HIGHEST AVERAGE MONTHLY MEAN OCCURS  
 IN MAY AND IS 225.43 GSC  
 HIGHEST RECORDED MEAN OCCURS  
 IN APRIL AND IS 225.66 GSC



**KEY PLAN**  
 NTS

REV.	DATE	DESCRIPTION	BY	CHK.	APPR.
10	25/03/02	FOR CONSTRUCTION	CL		PY
9	18/02/02	NAVIGATION LIGHTS ADDED AS FOR CANADIAN COAST GUARD APPROVAL	CL		PY
8	15/02/02	TIMBER CRIB GENERAL DIM'S. ADDED	CL		PY
7	22/01/02	GENERAL REVISION	CL		PY
6	03/10/01	ADDITION OF CRIBS & CHANGE TO FLOATING BREAKWATER	INDRA		PY
5	20/02/01	REVISED FLOATING DOCKS AND BREAKWATER	GM		PY
4	30/08/00	ISSUED FOR DFO/CCG APPROVAL	CL		PY
3	9/08/99	ISSUED TO MNR FOR WORK PERMIT	PW		PY
2	11/06/99	ISSUED FOR APPROVAL	PW	AC	PY
1	30/04/99	ISSUED FOR DISCUSSION	PW		PY

**Cumming Cockburn Limited**  
 Consulting Engineers and Planners  
 85 ALLSTATE PARKWAY, SUITE 300, MARKHAM  
 ONTARIO, CANADA, L3R 9Y1  
 PHONE (905) 475-4222  
 FAX (905) 475-0551

**RENAISSANCE LEISURE GROUP**  
 MUSKOKA SANDS INN  
 MUSKOKA, ONTARIO

**PLAN OF PROPOSED BREA**  
 SCALE 1:500

NOTE:  
 DEPTH CONTOURS IN METRES  
 BELOW LOW WATER DATUM

J:\1400\08SERVIC\08FILE\08G-16.dwg Plot No: 25 15:25:55 2002

**SCHEDULE "B"**  
 Site Plan Agreement Application No. SPA 98-21  
 Renaissance Leisure Group Incorporated  
 Part of Lot 16, Concession 8 (Lake Muskoka)  
 in the former Township of Muskoka  
 now in the Town of Gravenhurst  
 District Municipality of Muskoka  
 being Parts 1 to 8, Plan 35R-13483  
 municipally known as 1209 Muskoka Beach Road

## SCHEDULE "C"

### CONDITIONS TO SITE PLAN AGREEMENT

#### RENAISSANCE LEISURE GROUP INCORPORATED

1. The Owner agrees and covenants to complete such work as proposed on site plan in accordance with site plan being Schedule "B" attached hereto.
2. The Owner agrees to do such work in accordance with the conditions being Schedule "C" attached hereto.
3. The Owner acknowledges and agrees that a maximum of 98 boat slips shall be constructed and that they shall be located in Block C as identified on Property Detail Schedule Number 8 of Appendix "B" to By-law 94-54, as amended.
4. The Owner further agrees that the construction of additional slips shall be phased subject to the following:
  - a) Upon registration of this agreement no more than 20 slips, in addition to the existing 37 slips (to a maximum total of 61 slips), shall be constructed, in addition to the floating breakwall components and floating docking system components;
  - b) Further slips shall be added in phases based on the number of condominium units registered and according to the following: number of docks constructed = 80 percent of the number of condominium units registered within the boundaries of the lands subject to this agreement; and
  - c) The balance of the permitted docks shall be added only following the registration of the last of the Draft Approved Condominium units that are located within the boundaries of the lands subject to this agreement.
5. The Owner acknowledges and agrees that Zoning By-law 94-54, as amended by Special Provision 188 (S188), permits docks accessory to the hotel and the condominium. The operation of a marina is specifically not permitted. As such, docking slips shall not be leased or used by parties other than condominium owners or the hotel and its guests.
6. The Owner acknowledges and agrees that Zoning By-law 94-54, as amended by Special Provision 188 (S188), does not permit a marina operation on the site. As such, the following uses shall not be permitted on the site nor the backshore property:
  - a) The installation of gas pumps or the selling of gas for boating on the Muskoka Sands site;
  - b) Winter storage of boats;
  - c) Maintenance or mechanical facilities; and,
  - d) Pump-out facilities.



7. The Owner agrees that the outer southwest edge of the breakwall is to be posted with signs stating "NO DOCKAGE".
8. The Owner agrees that all surface lighting to be constructed on the site shall be positioned so as to focus light internally so as not to impact on neighbouring uses. The Owner acknowledges that a portion of the Torrance Barrens Dark Sky Preserve is located within the Town of Gravenhurst and agrees that any outdoor lighting facilities, including those in the parking and loading areas shall be sensitive to the protection of the night sky (full cut off lighting) and all lighting shall be located and designed in such a manner so as to direct and deflect the light inwards and away from the adjacent residential property.
9. The Owner agrees that the floating breakwall components and floating docking system components (exclusive of anchors) shall not be set up and placed in the lake earlier than April 15 of any given calendar year. The Owner further agrees that the floating breakwall components and floating docking system components (exclusive of anchors) shall be dismantled and removed from the lake by October 31 of any given calendar year.
10. The Owner agrees that between November 1 and April 14 of any given calendar year, the floating breakwall components and floating docking system components (exclusive of anchors) shall be stored on the shore in the immediate vicinity of the existing Muskoka Sands boathouse.
11. The Site Plan Agreement registered on title as Instrument No. 224470 on November 30, 1988, is in no way changed by way of this present Site Plan Agreement. The present Agreement relates only to the docking proposal and its phasing.
12. The Owner agrees to provide for and maintain any fire hydrants and other fire protection measures in accordance with the requirements of the Ontario Building Code, and to the satisfaction of the Town's Fire Chief.
13. The Owner agrees that no other buildings or accessory buildings shall be constructed without prior approval of the Town of Gravenhurst. Further development of the property described in Schedule "A" to this Agreement may require an amendment to this Agreement and the Town reserves the right to determine such requirement.
14. The Owner shall deposit a Letter of Credit in the amount of \$5,000.00 as a performance guarantee of this Agreement, prior to the issuance of any building permits.

15. The Owner shall register this Agreement on title and provide to the Town a copy of the registered Agreement prior to the issuance of a building permit. The Letter of Credit represents the estimated cost of completing the conditions of the Agreement. In the event that the Owner fails to complete the work in accordance with this Agreement within twelve (12) months, the Town may draw on the Letter of Credit and enter upon the lands to complete the required works, and the Owner shall pay any additional funds required as to compensate for the expenses incurred while performing such works.
16. The Town agrees to release all funds held as guarantee upon completion of all conditions in the Agreement.
17. The Owner agrees to not call into question directly or indirectly in any proceeding 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 Agreement may be pleaded as an estoppel against the Owner in any such proceedings.