

**CORPORATION OF THE TOWNSHIP
ALGONQUIN HIGHLANDS**

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 20__

Between: _____
(hereinafter called the "OWNER" OF THE FIRST PART)

- and -

CORPORATION OF THE TOWNSHIP OF ALGONQUIN HIGHLANDS
(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNER represents that it (they) is (are) the owner(s) of these lands and premises in the Township of Algonquin Highlands in the County of Haliburton, being more particularly described in Schedule "A" attached hereto;

AND WHEREAS the OWNER has applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the OWNER has agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one ----(\$1.00)-- ---DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNER and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands", are located in the geographic Township of _____ in the TOWNSHIP, and are more particularly described in Schedule "A" hereto.

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.
Schedule "B" - Site Plan

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNER;
2. The OWNER agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNER'S lands within thirty (30) days of the execution thereof by the TOWNSHIP.

SECTION IV - BUILDING PERMITS

1. The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNER fails to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. The OWNER further covenants and agrees to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
2. The OWNER further agrees to preserve and maintain the mature, healthy trees located on the subject lands and beyond the building sites, as shown on Schedule "B".
3. The OWNER further agrees to preserve all healthy trees in areas designated as buffer areas on Schedule "B".

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
2. The OWNER further agrees to complete the items detailed on Schedule "B" within one (1) year of the date of registration of this Agreement.
3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".
4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
5. The Agreement shall come into effect on the date of execution by the Municipality.
6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.
7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER:

To the TOWNSHIP: C.A.O./Clerk-Treasurer
Township of Algonquin Highlands
R.R. #2, North Shore Rd.
Minden, ON
K0M 2K0

IN WITNESS WHEREOF the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Per: _____

Witness

Per: _____

THE CORPORATION OF THE TOWNSHIP OF
ALGONQUIN HIGHLANDS

REEVE

CLERK

We have the authority to bind the Corporation.