

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , .

B E T W E E N:

JASON SIMON MORRISON AND TRACI ELIZABETH MORRISON
(hereinafter called the "Owner")

Party of the FIRST PART

-and-

THE TOWNSHIP OF WOLLASTON
(hereinafter called the "Municipality")

Party of the SECOND PART

- and -

STRANGES DRYWALL LIMITED
(hereinafter called the "Mortgagee")

Party of the THIRD PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands") subject to the interest of the Mortgagee;

AND WHEREAS the Owner desires to develop the Subject Lands in accordance with the plans attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an "area of site plan control" passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Municipality requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner's proposed development on the Subject Lands;

NOW THEREFORE in consideration of the premises and the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto agree as follows:

DEFINITIONS

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Municipal Engineer" shall mean the Consultant Engineer retained by the Municipality or such person or persons designated in writing from time to time by the Municipality.
- (c) "Municipality" shall mean the Township of Wollaston.
- (d) "Owner" shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof, and its or their respective heirs, administrators, executors, successors, successors in title and assigns.

SCHEDULES

2. The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" -	Legal description of lands to be developed ("Subject Lands")
Schedule "B" -	Site Plan
Schedule "C" -	Regulations for Construction

The originals of the above-noted Schedules, as approved by the Municipality, are available at the Municipal Clerk's office for inspection during regular business hours.

REGISTRATION AND CERTIFICATION

3. (a) The Owner shall, prior to the execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the

Owner is the sole owner of the Subject Lands and that the Mortgagee is the sole encumbrancer of the Subject Lands.

- (b) The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registrable form.
- (c) The Mortgagee, to the full extent of its respective interest in the Subject Lands, hereby consents to the registration of this Agreement and for itself, its heirs, executors, administrators, successors and assigns, hereby subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

COMMENCEMENT OF DEVELOPMENT

- 4. The Parties acknowledge and agree that development has commenced on the Subject Lands under previous site plan approval. The Owner covenants that it shall not commence any development that was not approved under the previous site plan approval on the Subject Lands until:
 - (a) this Agreement has been registered on title against the Subject Lands;
 - (b) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act; and
 - (c) all necessary permits and authorizations have been obtained by the Owner. It is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.

In the event that it comes to the attention of the Municipality that the Owner has failed to comply with any of the requirements of this Paragraph, the Municipality, at its sole option, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner. The Municipality may, at the expense of the Owner, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

SITE PLAN APPROVAL

- 6. The Municipality hereby approves all plans attached as Schedules hereto and the Owner covenants and agrees that the Subject Lands shall only be developed in strict accordance with the Schedules and terms of this Agreement and other plans

filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner covenants that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

FACILITIES AND WORKS TO BE PROVIDED AND MAINTAINED

7.

- (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:
 - (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the Schedules annexed hereto.
 - (ii) install and maintain pedestrians safety measures as set out in Schedule "B" hereto including:
 - Pedestrian crossing pavement markings for beach access which shall be maintained by the Township at the Owners expense.
 - a. Warning/directional signs to advise use of pedestrian crossing within the campground and on either side of the pedestrian crossing by the Owner. The location of roadside signage shall be installed in accordance with the written approval of the Municipality;
 - (iii) restrict parking for all vehicles on the Subject Lands to the parking areas illustrated on the Schedules annexed hereto;
 - (iv) clearly mark all parking spaces with signs or line painting and to properly maintain the lines or signs, at the Owner's expense;
 - (v) at all times, properly maintain the parking areas, signs, driveways, fire routes, trails, exits and entrances and walkways on the Subject Lands;
 - (vi) ensure that all lighting facilities on the Subject Lands or on the buildings or structures constructed or to be constructed thereon are designed and constructed so as to divert light away from adjacent lands and buildings and are in accordance with the requirements of all applicable legislation and regulations;

- (vi) provide and maintain in a healthy and proper condition the landscaping, plantings, fencing and/or buffering shown on or described in Schedule “B” annexed hereto. In general, the distance of buildings or structures or a tent or trailer site from any lot line shall be a minimum of 15 metres (49.2 ft.), unless otherwise noted on the approved Schedule attached hereto. Where the lands abut a residential zone or residential use, the interior side yard or rear yard shall include the establishment and maintenance of a landscaped buffer, which shall mean an area not built upon and not used for any purpose other than as a landscaped area and which shall include at least a hedgerow of hardy shrubs or similar type of vegetation not less than 0.3 metres (1ft) in height at the time of planting and which, when fully grown, will reach a height of not less than 2 metres (6.6 ft) extending the full length of the landscaped area.
 - (vii) provide fire routes in accordance with and as shown on the Schedules attached hereto. The internal road system shall be constructed and maintained in a manner satisfactory to the Municipality and without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment and allow ease of access for emergency vehicles, including the removal of snow and ice, if required, during the seasonal operation of the campground.
- (b) The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of this Agreement shall be installed and maintained by the Owner to the satisfaction of the Municipality and in default thereof the provisions of Section 446 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended from time to time, shall apply. The Municipality or the Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipality or the Municipal Engineer in their sole and absolute discretion, provide the Owner with a minimum of seven (7) business days written notice of the Municipality’s intent to apply the provisions of Section 446 of the said Municipal Act and to provide a reasonable opportunity for the Owner to remedy the situation complained of prior to exercising the Municipality’s authority to apply the provisions of Section 446 of the said Municipal Act.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

8. The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the development proposed on the Subject Lands from all authorities having jurisdiction.

INSPECTION

9. In addition to any other rights that the Municipality may have by statute or otherwise, representatives of the Municipality may, at any time and from time to time, inspect the development and the works being undertaken on the Subject Lands, and the Municipality or its agents may enter onto the Subject Lands at any reasonable time for the purpose of such inspection.

OWNER'S COSTS

10.
 - (a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
 - (b) The Owner shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands or in respect of this Agreement.
 - (c) The Owner shall be responsible for, and shall upon demand forthwith pay to the Municipality the cost of any damage caused to the Municipality's roads, sidewalks, curbs, and entranceways as a result of the undertaking of the Owner's development. The amount of any such damages shall be fixed by the Municipal Engineer whose decision shall be final.

TAXES

11. The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

INDEMNIFICATION OF MUNICIPALITY

12. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality, their employees, workmen, agents, consultants and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands, including without limitation any or all of the works or any provision or breach of any provision of this

Agreement, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

GENERAL & SPECIAL PROVISIONS

13. The Owner agrees with the Municipality that:
- a) The tent and trailer sites within the tent and trailer park shall be seasonally operated to a maximum of nine months per year. Trailers or recreational vehicles designed for year-round use and occupied year-round are not a permitted use within tent and trailer parks.
 - b) the Owner shall provide and maintain adequate recreational facilities made. The amenities as set out in the Schedule attached hereto include a swimming pool, volleyball court, four (4) horse shoe pits, children's playground, fishing dock internal to the campground and trail system for walking and ATVs, which shall be installed and functional by **date** . These amenities shall be made accessible to tenants and users of the Bear Ridge Campground and Cottages and shall remain in working condition, as much as is practicable, though the duration of the campground season. The Municipality may permit the substitution of similar recreational facilities to replace these existing facilities if necessary. Appropriate substitutions may include tennis courts, basketball courts, installation of a variety of outdoor fitness equipment, baseball diamond or batting cage, zipline course or rock climbing wall. Alterations to the site plan are subject to Section 13 (i).
 - c) The area fronting on The Ridge Road, which is used in part for Recreational facilities (playground, volleyball, horseshoes, Pavilion) shall not be used for the storage, use or parking of recreational vehicles or tents.
 - d) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - e) the failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - f) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the Regulations for Construction as set out in Schedule "C" hereto;

- g) the Owner shall not call into question, directly or indirectly, in any proceedings 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 clause may be pleaded as an estoppel against the Owner in any such proceedings;

- (i) Minor alterations to the Schedules to this Agreement may be permitted upon the written approval of the Municipal Clerk. The Municipal Clerk shall determine whether the proposed alteration is “minor” in his sole and absolute discretion, which decision shall be final and binding on the parties hereto. Major alteration to the Schedules to this Agreement will require an amendment to the Site Plan Agreement;

- (j) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- (k) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

- (l) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by mail, addressed to such other party or delivered to such other party as follows:
 - to the Owner: Jason and Traci Morrison
Bear Ridge Campground and Cottages
563 The Ridge Road
Coe Hill, ON KOL 1P0

 - to the Municipality: The Township of Wollaston
90 Wollaston Lake Road,
Coe Hill, ON KOL 1P0or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.

- (m) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

- (n) It is hereby agreed that this Agreement shall be read with all changes of gender (masculine, feminine or neutral) and number as are required by the context and the nature of the parties hereto.
- (o) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of The Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
 in the presence of)
)
))
) _____)
) Per:) c/s
)
)
) _____)
) Per:) c/s
)
) **THE TOWNSHIP OF WOLLASTON**
)
)
) _____)
) Per: , Reeve
)
)
) _____)
) Per: , Clerk

SCHEDULE "A"

LEGAL DESCRIPTION

Owners solicitor to provide

SCHEDULE "B"

SITE PLAN

SCHEDULE "C"

REGULATIONS FOR CONSTRUCTION

(1) **DUMPING OF FILL OR DEBRIS**

The Owner agrees to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

(2) **DISPOSAL OF CONSTRUCTION GARBAGE**

- (a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner.
- (b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

(3) **QUALITATIVE AND QUANTITATIVE TESTS**

The Owner agrees that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner.

(4) **MAINTENANCE, CLOSING AND USE OF EXTERNAL ROADS**

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner agrees to restore immediately, at its expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer. No public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner agrees not to use or occupy any untravelled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road. In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner or its agent by the Municipality. If the Owner has not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty per cent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(5) **LAWN REPAIR**

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner at its expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(6) **PONDING CONTROL**

The Owner agrees to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favourable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.