

Site Plan Approval Application

The Corporation of the Township of North Kawartha

Note: Form to be completed in full and submitted with plans, that is, a site plan showing all aspects of property as outlined on this application.

Owners Name: _____ Architect/Engineer Name: _____

Address: _____ Address: _____

Postal Code: _____ Postal Code: _____

Phone: _____ Phone: _____

Agents Name: _____ Solicitor's Name: _____

Address: _____ Address: _____

Postal Code: _____ Postal Code: _____

Phone: _____ Phone: _____

Legal Description of Property

Township _____ Concession _____ Lot _____

Registered Plan No. _____ Lot _____

Known Street Address _____

Existing Use of Property

Proposed Use of Property

Property Information

Frontage: _____ Depth: _____ Area: _____

Water - Municipal _____ Sewage - Municipal _____

Drilled _____
Dug _____
Other _____

Septic _____
Holding _____
Other _____

(indicate if existing or proposed)

Storm Water Drainage

Surface _____
Ditching _____
Other _____

Proposed Building Information

Building Size _____
Building Height _____

Building Floor Area _____
No. of Floors _____

Required Site Plan Information

Site Building Area - total (sq. m.): _____
Site Area - total (sq. m.): _____
Percentage Building to Site Area: _____

Building Total Gross Floor Area, Proposed (sq. m.): _____
Total Gross Floor Area, Existing (sq. m.): _____
Floor Area - basement (sq. m.): _____
- ground floor (sq. m.): _____
- second floor (sq. m.): _____
- third floor (sq. m.): _____
Maximum Building Height (sq. m.): _____

Parking Number of Parking Spaces: _____
Number of Loading Spaces: _____
Number of Assigned Spaces: _____
Internal Road Layout: _____
Entrances: _____

Landscaping Location and Dimensions of any - yards: _____
- setbacks: _____
- landscaped open spaces: _____
Outside Storage: _____
Planting Strips: _____
Fences: _____
Hedges: _____
Location of Signs: _____

Services Location of - water supply: _____
- sewage disposal: _____
- waste disposal: _____
- energy supplies: _____
- communication utilities: _____

Applicant Notes

- Submit 4 copies of Site Plan
- Submit 4 copies of Grading and Drainage Plan
- Submit 3 copies of Landscaping Plan
- Elevation Drawings (optional)

The applicant is advised that a separate application is required for Building Permit, Entrance Permit and Sign Permit.

Dated: _____

Applicants Signature: _____

For Municipal Use Only

File No. _____

Date Submitted: _____

Circulation to: Municipal Engineer
Municipal Planner
Roads Superintendent
Building Inspector
Fire Chief

Site Plan Agreement

This Agreement made this _____ day of _____ A.D., 20__.

Between: “APPLICANTS NAME”

Hereinafter called the “Owner”

Of The First Part

- and -

**The Corporation of the
Township of North Kawartha**

Hereinafter called the “Municipality”

Of The Second Part

Whereas the Owner has represented to the Municipality that the lands described in Schedule “A” attached hereto are owned by it as stated in the Certificate of Ownership attached to this Agreement as Schedule “B”, and further warrants that all municipal taxes levied against the lands have been paid;

And Whereas pursuant to the provisions of The Planning Act, the Corporation of the Township of North Kawartha is designated as a site plan control area under By-law No. _____;

And Whereas the said property has been designated as an area for Site Plan Control;

And Whereas the parties desire to enter into a Site Plan Agreement in regard to certain on-site features of the development of the said property and the provision of services thereto;

Now Therefore, This Agreement Witnesseth that the parties hereto for themselves, their heirs, executors, administrators, successors and assigns, do covenant and agree as follows:

In this agreement:

- (a) “Municipal Engineer” means the Engineer for the time being of the Corporation of the Township of North Kawartha;
- (b) “Owner” includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and an encumbrancer in possession, and may mean more than one Owner as specified in the Certificate of Ownership;
- (c) “services” or “facilities” includes sewers, grading, drainage work, roads, curbs, sodding, landscaping, sidewalks, walkways, fencing, signs and other works required to be provided pursuant to this Agreement;
- (d) where the context permits, words importing the singular number or the masculine or neuter gender also include more persons, parties or things of the same kind than one, and females as well as males.

1. The obligations imposed pursuant to this Agreement affect the land described in Schedule "A" hereto and any restrictive covenants expressed herein run with the land and bind successors in title to the said property as well as the successors and assigns of the Owner.
2. The encumbrancer(s), if any, agree(s) to satisfy all of the obligations imposed pursuant to this document if it should enter into possession of the said lands.
3. The following schedule is attached to and forms part of this Agreement and no building, structure, or other facility shall be erected, altered, or placed on the said lands except in accordance with the attached Schedule which consists of:

Schedule 1: Site Plan

4. The Owner shall perform all the work and provide all the materials necessary for the construction of facilities as outlined on the Site Plan which is attached and noted as Schedule "1" to this agreement. Such work shall be fully completed no later than the _____ day of _____, 20--, (known as "the completed date").
5. The Owner shall prevent damage being caused to existing public highways, other public works, or municipal property in the course of the development of the said lands and shall restore such property to the condition it was in prior to the commencement of development.
6. The Owner shall be solely responsible for maintaining all facilities and services subject to this Agreement, in a good state of repair and provide the care and attention necessary to maintain the landscaping in a healthy condition. The Owner shall cut the grass if it exceeds six inches (6") in height and take reasonable steps to keep the area clear of weeds.
7. In the event of the sale of the said lands, the Owner will obtain the Purchaser's covenant, in writing, to assume full and complete responsibility for the performance of the Owner's continuing obligations under this Agreement.
8. The Owner shall deposit with the Municipal Clerk cash or an irrevocable letter of credit in satisfactory form in favour of the Municipality from any Chartered Bank in Canada, for the amount set out in Schedule "C". It shall be on such terms that the Bank shall pay to the Municipality such sums as may be requested from time to time to the maximum limit of the credit without recourse. The cash deposit or the letter of credit, as the case may be, shall continue to run until the completion date and may be extended at the option of the Municipality if the said services or facilities on the site have not been completed or provided. The letter of credit shall be in such a form that it cannot be revoked unless authorized by the Municipal Clerk and cannot be transferred to any other party. The cash deposit or aforesaid letter of credit, as the case may be, must be deposited with the Municipal Clerk prior to the issuance of a building permit. Any interest earned on any cash deposit paid to the Municipality shall enure to the benefit of the Municipality and shall not be paid to the Owner.
9. In the event the Owner fails to install or maintain the facilities covered by this Agreement, or fails to proceed expeditiously, or fails to install the services in accordance with the specifications and requirements of this Agreement, then, upon the Municipal Engineer, or his designate, giving seven (7) days written notice by prepaid registered mail to the Owner, the Municipality, through its employees, agents, or contractors may, without further notice, enter upon the lands and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities including the repair or reconstruction of faulty work and the replacement of materials which are not in accordance with

plans or specifications and to charge the cost thereof, together with the cost of engineering, and any other reasonable expenses incurred by the Municipality, against the Owner. Such entry and work shall not be deemed as acceptance or assumption of said facilities nor an assumption by the Municipality of any liability. It is expressly agreed that the owner or any person in possession shall not question the cost incurred by

the Municipality for labour, materials and all other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in judicial proceedings if such costs are challenged or placed in question. The Owner agrees to permit the Municipal Engineer, or its agents, to enter on the lands at any time to inspect the work. The Municipality may perform any of the required services and collect the cost for the enforcement of this Agreement, as well as for the provision or installment of the requisite services, against the said lands, and collect the same in the same manner as municipal taxes.

10. The Owner shall indemnify and save the Municipality harmless from any and all actions, claims or demands made or brought against the Municipality by any person or persons for damages arising out of the negligent act, or omissions, or breaches of the Owners, its agents, servants, workmen, and sub-contractors, and assigns in respect of its obligations under this Agreement. It is expressly acknowledged that the Municipality does not warrant the quality of work performed on behalf of the owner.
11. Unless otherwise stipulated in this Agreement minor alterations or changes to the plan may be requested by the Owner. For the purposes of this provision, a minor amendment is deemed to be:
 - (a) a change which results in an alteration to the building coverage of five percent (5%), (or less), of such coverage, or two hundred (200) square feet, (or less), whichever is the least coverage, as the case may be;
 - (b) a modification to a specific provision of the Agreement which will not conflict with the general intent and purpose of the Site Plan Agreement.

Such requests shall be made to the Municipal Clerk who may authorize the change, in writing. A building permit may be required to implement the proposed alteration.

12. Any notice required to be given pursuant to the terms hereof shall be in writing and sent by prepaid registered mail, or personally delivered, to the other party at the following address:
 - (a) Notice to the Owner shall be addressed to the place as specified below, and such shall be deemed to be effective service.

"Owner's Address"
 - (b) Notice to the Municipality shall be addressed to the place as specified below, and such shall be deemed to be effective service.

The Municipality of North Kawartha
P.O. Box 550
280 Burleigh St.,
Apsley, ON
K0L 1A0

Attention: Clerk

Schedule 1: Site Plan

Schedule "A"

Legal Description of Property the Subject of this Agreement

The Property is described as:

Schedule "B"

Certificate of Title

I, _____ of the _____,
in the County of _____, a _____
Do Hereby Certify that "Owner" is the true owner in fee simple of all lands included in
the plan as described in Schedule "A" attached.

I Further Certify that such lands are free from all encumbrances / that the lands are
encumbered by:

This Certificate is given by me to The Corporation of the Township of North Kawartha
for the purpose of having the said Township act in reliance on it and approving and
releasing the said proposed Site Plan.

Dated At _____, this _____ day of _____ 20--.

TO: The Corporation of the Township of North Kawartha

Schedule "C"

The letter of credit, or cash deposit, as the case may be, deposited in favor of the Municipality shall be in the amount of Two Thousand Dollars (\$2,000.00).

A fee in the amount of Two Hundred, Fifty Dollars (\$250.00) is required for the processing of the application and registration of the agreement.

To: The Municipality of North Kawartha

In consideration of site plan approval, the applicant herein covenants to complete any and all construction in accordance with the plans upon which this undertaking is affixed no later than

_____ (month), _____ (day), _____, (year).

This undertaking applies to the lands described in Registered Instrument (No. _____) .

Dated this _____ day of _____, 20--.