

CITY OF WOODSTOCK SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this ----- day of ----- 2008.

BETWEEN:

hereinafter called "the Owner",

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF WOODSTOCK,

hereinafter called "the City",

OF THE SECOND PART

WHEREAS the Owner is now the owner in fee simple of the lands described herein which lands are called "the said lands" or "the development" and are as described in the attached Notice (in the event this Agreement will be registered electronically) or described in Box 6 of the attached Document General (in the event this Agreement will not be registered electronically).

AND WHEREAS the said lands are legally known as _____ in the City of Woodstock, in the County of Oxford.

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

AND WHEREAS the Owner wishes to develop the said lands in accordance with plans as described on Schedule "A" hereto which have been filed with the City and are called "the said plans", and the City, through its Council or delegated authority, has approved the said plans to permit the undertaking of the development.

WITNESSETH that, in consideration for the approval of the said plans, and as a condition of such approval, the parties hereto covenant and agree one with the other as follows:

1. The Owner shall develop the said lands as soon as possible in accordance with the said plans.
2. The Owner shall not be entitled to a building permit to carry out the development until this Agreement has been registered on title to the said lands and a registered copy of same has been provided to the City.
3. In the event that a building permit or series of building permits sufficient to provide for the development of all of the area within the said lands has or have not been issued within one year from the date of approval of the said plans by the Council of the City, the City may require that the conditions of approval applicable to any portion of the said lands for which no building is then in effect be reviewed, revised and re-approved by the City.
4. If the Owner delays the construction of any building or portion thereof shown on the said plans so that such designated area temporarily remains open space, the Owner shall maintain such open space in a neat and tidy fashion and the City shall have the right to provide further conditions of control for such open space and its surroundings until the area is completed in accordance with the said plans.
5. The Owner shall, immediately following the signing of this Agreement and prior to being entitled to the said building permit, grant to the City without compensation any highway widening, easement, right of way or other right shown by the said plans to be conveyed to the City or other municipal authority.

6. Electrical services to the development shall be subject to approval by the General Manager of Woodstock Hydro Services Inc. The Owner may be required to enter into a standard electrical servicing agreement to provide for the proposed development subject to the approval of Woodstock Hydro Services Inc. to the satisfaction of the General Manager. The aforementioned approval will be in writing prior to the signing of the final agreement.
7. The Owner shall not be entitled to a building permit to carry out the development until a Grading Control Plan establishing the proposed grading of the said lands to provide proper drainage thereof and the drainage of all adjacent lands has been approved by the City Engineer. The grading of the said lands shall be constructed and maintained in accordance with such grading control plan. The owner shall retain a professional engineer or an Ontario Land Surveyor who shall certify that the grading and drainage has been completed in accordance with the approved plans.
8. The Owner agrees to maintain all stormwater management control measures including temporary silt control, orifice plate and roof top flow control devices to the satisfaction of the City.
9. Trees and any planting to be situated on the said lands shall be located or regulated such that any tree having potential height at maturity of more than 10 metres shall be planted not less than 4 metres from any underground service on the said lands, any tree having a potential height at maturity of less than 10 metres shall be planted not less than 2.5 metres from any underground service on the said lands, and any planting located in close proximity to above ground services or utilities on the said lands shall be of a narrow or columnar variety.
10. Any addition of any planting material not illustrated on the said plans, or any substitution for or replacement of any plant species illustrated on the said plans shall be approved in advance by the City Horticulturist.
11. All plantings on the said lands shall conform to the City's Landscaping Specifications to the satisfaction of the City Horticulturist.
12. All deciduous trees incorporated in the development are to be at least 70 mm calliper (2-1/2" calliper) at time of planting.
13. The Owner shall complete all landscaping, paving and exterior improvements shown on the said lands within 6 months of the date of issuance of any occupancy permit for the said lands.
14. Following completion of the development, the Owner shall maintain to the satisfaction of the City and at the sole expense of the Owner all of the landscaping, facilities or works described on the said plans.
15. The Owner shall be solely responsible for the expenses associated with the preparation and registration of this Agreement and compliance with all of the provisions hereof.
16. This Agreement shall forthwith 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, by the Owner's solicitors as a first encumbrance prior to any mortgages or liens. The Owner's solicitors shall, at the expense of the Owner, but for the benefit of the City provide the City with a title opinion confirming this Agreement is a first charge on the said lands subject only to any municipal charges or other encumbrances accepted by the City prior to signing of this Agreement. The duplicate registered copy of the Document General or receipted Notice and one additional fully signed copy of the Agreement shall be forwarded to the City with the aforesaid title opinion.
17. 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,

and that any expenses of the City arising out of the enforcement of this Agreement may be recovered as taxes under Section 326 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

18. This Agreement shall enure to and be binding on the successors, assigns and legal representatives of the Owner.

IN WITNESS WHEREOF the respective parties have executed this agreement.

Witness

Print Name (I have the authority to bind the corporation)

Signature (I have the authority to bind the corporation)

**THE CORPORATION OF THE
CITY OF WOODSTOCK**

Mayor – Michael Harding

Clerk - Louise Gartshore

SCHEDULE "A"

Approved Plan:

1.