

**Commercial / Multiple Dwellings
(With Optional Provisions)**

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this 17th day of OCTOBER 2005.

BETWEEN ROSSEAU RESORT
THE ROSSEAU RESORT DEVELOPMENTS INC.
hereinafter called the "OWNER" OF THE FIRST PART,

- AND -

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES,
hereinafter called the "TOWNSHIP" OF THE SECOND PART.

WHEREAS the OWNER is the owner in fee simple of these lands and premises in the Township of Muskoka Lakes in the District of Muskoka being more particularly described in Schedule 'A' attached hereto;

AND WHEREAS the OWNER has applied to the TOWNSHIP to permit a 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 for 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 I - 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 former (MEDORA) Ward of the TOWNSHIP, and are more particularly described in Schedule "A" hereto.

SECTION II - COMPONENTS OF THE AGREEMENT

- 1) The text, consisting of Sections I through V, 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 (available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).
 - Schedule "C1-C4" - Architectural Drawings (available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).
 - Schedule "D" - Drainage Plan / Stormwater Management Plan (available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).

- Schedule "E1-E4" - Landscape Plan *(available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).*
- Schedule "F" - Lighting Details *(available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).*
- Schedule "G" - Fire Services Report *(available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).*
- Schedule "H" - Securities *(available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario).*

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;
- 4) The OWNER agrees to have the TOWNSHIP register this Agreement at the expense of the OWNER.

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 covenant and agrees to develop the subject lands in accordance with the Site Plan being Schedule "B", and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
- 2) The OWNER agrees that parking of all highway vehicles on the subject lands shall be restricted to the parking areas illustrated on Schedule "B". The OWNER agrees to restrict the location of entranceways and of parking to these locations marked on Schedule "B".
- 3) The OWNER further agrees to take such action as may be necessary from time to time to ensure that dust emanations, if any, from parking areas and walkways does not create any nuisance to adjacent property owners.

- 4) The OWNER further agrees that external lighting facilities on the subject lands and buildings will be Dark Sky Compliant by incorporating full cut off light fixtures. The details of these fixtures are outlined in Schedule "F".
- 5) The OWNER further agrees to provide for the storage of garbage and other waste material at its sole risk and expense in the location as shown on Schedule "B".
- 6) The OWNER further agrees to provide for the removal of snow from access ramps, driveways, parking areas, and walkways at its sole risk and expense, in order to permit the passage of emergency vehicles.
- 7) 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".
- 8) The OWNER agrees to complete all landscaping in these areas designated for such on Schedule "B" and Schedules "E1-E4".
- 9) The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and waste water from the land and from any buildings or structures thereon as shown on Schedule "D" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands or to any public highway. The OWNER agrees to carry out the required Stormwater Management and Construction Mitigation Plan detailed on Schedule "D".

The OWNER agrees to retain the services of a professional engineer licenced to practice in the Province of Ontario who shall ensure that all required construction mitigation measures are in place prior to formal development of the lands shown on Schedule "B" and "D".

The professional engineer and/or contractor shall be required to conduct regular site inspections to ensure all construction mitigation measures are functioning as intended. Where additional mitigative measures or other modifications are deemed necessary and appropriate to protect the environment, in the opinion of the professional engineer or appropriate public authority, such shall be effected promptly by the OWNER under the direction of the professional engineer.

The professional engineer or contractor shall file reports to the TOWNSHIP and District Municipality of Muskoka at least monthly on the progress of the project and the capability of the measures to control sediment runoff. This will continue until the site is entirely stabilized (i.e. no exposed soil).

The OWNER agrees to revegetate the site as soon as possible after the final grading is complete.

- 10) The OWNER further agrees to construct all buildings in accordance with the provisions of Schedules "C1-C4", illustrating the massing and conceptual design, and the general elevations and typical cross-sections of the buildings to be erected by the OWNER. The Site Plan, Schedule "B", shows the building envelopes and locations in which buildings are to be erected. Except for minor deviations necessitated by conditions, topography, the requirements of the Ministry of the Environment, to preserve mature standing trees, and deviations for structural orientation, no building will be located on the subject lands except in accordance with Schedule "B".
- 11) The OWNER shall deposit with the Township, at the time of execution of this Agreement, a Letter of Credit from a Canadian Chartered Bank as Schedule "H" in the amount of \$ 100,000 as being 100% of the estimated cost of performing the works required by this agreement as shown on Schedules B, D, E1-E4 being comprised of stormwater management works and landscaping.

- 12) The OWNER agrees, and shall be aware, that although site plan approval under Section 41 of the Planning Act R.S.O. 1990, as amended, may be given for a building location or building envelope, spatial separations as required by the Ontario Building Code must be complied with.
- 13) The OWNER agrees to signing the fire route, installing a hydrant, and any other fire protection requirements as stipulated by the Township Fire Chief and shown on Schedule "B" and as detailed in Schedule "G", Fire Services Report.

The OWNER further agrees to keeping the fire route clear of all debris, vehicles, and snow. All other fire related equipment must be accessible and in good working order at all times.

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

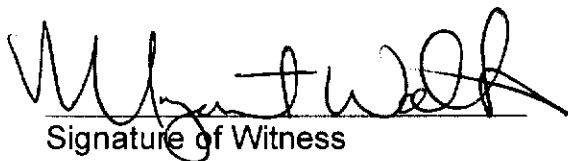
- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) The OWNER further agrees to complete the items detailed on Schedule "D" within one (1) year of the date of 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 on Schedules "B, D, E1-E4, and G".
- 4) This Agreement shall ensure 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(10) of the Planning Act R.S.O. 1990, as amended, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may be recovered as taxes under Section 427 of the Municipal Act, S.O. 2001, c.25.
- 7) In the event of the OWNER making default in doing or performing the works, matters, and things herein by the OWNER agreed to be done and performed, or otherwise making default under the covenants and provision of the Agreement after the OWNER, the Surety, if any, and the MORTGAGEE, if any, having been so notified in writing by the TOWNSHIP Clerk at his or her or their last known place of address the TOWNSHIP shall be then entitled at any time if any such default shall continue to realize upon the security referred to in Clause 11 of Section V of this Agreement and employ the proceeds thereof or any part thereof in the completion of any or all of such works or in remedying any default without further notice of any kind to the OWNER, the Surety, if any and to the MORTGAGEES, if any.
- 8) 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:

OWNERS NAME AND ADDRESS: The Rosseau Resort
Developments Inc
P.O. Box 24091
St. Catharines, Ontario
L2R 7P7

AREA MUNICIPALITY: Clerk Administrator / Treasurer,
Township of Muskoka Lakes,
P.O. Box 129,
Port Carling, ON., P0B 1J0

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

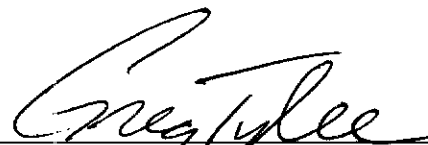
SIGNED, SEALED AND DELIVERED
in the presence of:


Signature of Witness

Margaret Walton
Print name of Witness

Witness

Print name of Witness


Signature of Owner

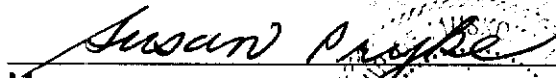
"I have authority to bind the Corporation"

Greg Tylee
Print name of Owner


Signature of Owner

Print name of Owner

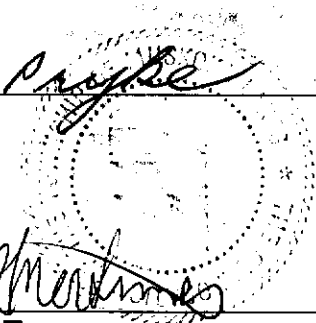
THE CORPORATION OF THE
TOWNSHIP OF MUSKOKA LAKES



Mayor
Susan Pryke



Clerk Administrator / Treasurer
James W. McDivitt Cheryl Martiner



SCHEDULE "A"

Legal Description of lands owned by: THE ROSSEAU RESORT DEVELOPMENTS INC.

Registry Lands:

FIRSTLY: All those parts of Lot 25, Concession 10, and the original road allowance between Concessions 10 and 11 in front of Lot 25, and Lot 25, Concession 11, of the Township of Medora now in the Township of Muskoka Lakes in the District Municipality of Muskoka, designated as Part 9, Plan 35R-3373 (road closed by By-Law 190 and registered as Instruments 1289, 24085 and 154945).

Save and Except Parts 2 and 3, Plan 35R-19775 and Part 1, Plan 35R-17314.

SECONDLY: All those parts of Lot 25, in Concession 11, Township of Medora now in the Township of Muskoka Lakes in the District Municipality of Muskoka, designated as Parts 7 and 8, Plan 35R-3373.

THIRDLY: All that part of the original road allowance between Concessions 10 and 11 lying in front of Lot 24 of the Township of Medora now in the Township of Muskoka Lakes in the District Municipality of Muskoka, designated as Part 4, Plan 35R-3373 (Road closed by By-Law 66, registered as Instrument 255).

FOURTHLY: That part of the original road allowance lying between Lots 25 and 26, in Concession 11, of the Township of Medora now in the Township of Muskoka Lakes in the District Municipality of Muskoka, designated as Parts 5, 6 and 7, Plan RD1906. (Road closed by By-Law 72-34 registered as Instrument 105704).

FIFTHLY.

In the Township of Medora now in the Township of Muskoka Lakes in the District Municipality of Muskoka, being more particularly described as that Part of Lot 25, Concession 11, designated as Part 1 on Reference Plan 35R-20257.

SIXTHLY: Pt. Lot 25, Con. 11, Medora, being PART 4 on 35R-20257.