

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**  
**CASH-IN-LIEU OF PARKING AGREEMENT**

---

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

BETWEEN \_\_\_\_\_  
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** it is intended that this agreement shall be entered into by the Parties hereto, and dealing with the establishment of parking spaces and payment by the Owner in lieu of establishing parking spaces to the Township as more particularly set out herein, and pursuant to Section 40 of the Planning Act, R.S.O. 1990,

**AND WHEREAS** the Owner has applied to the Township to:

\_\_\_\_\_ Expand a restaurant patio on the property(s) described on Schedule "A" \_\_\_\_\_

**AND WHEREAS** in lieu of \_\_\_ parking space(s) as required by Comprehensive Zoning By-law 2014-14 of the Township of Muskoka Lakes, the Owner has offered to pay and the Township has agreed to accept a sum of \$ 1.00 Dollars in cash settlement thereof.

**NOW THEREFORE THIS AGREEMENT 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 promises, covenants and agrees as follows:

1. The OWNER shall pay to the Township of Muskoka Lakes, the sum of \$1.00 Dollars in lieu of \_\_ parking space(s);
2. The OWNER agrees at the request of the Township, if deemed necessary, to erect signage that directs patrons to appropriate alternative parking locations.
3. The OWNER further agrees at the request of the Township, if deemed necessary, to direct staff of the restaurant operation to park off-site.
4. The OWNER undertakes, covenants and agrees to obtain all necessary permits as required from the Government of Ontario, the District Municipality of Muskoka and the Township of Muskoka Lakes;
5. This agreement shall terminate on January 1, 2022 at 12:00 am.
6. This agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the Parties hereto;

OWNERS NAME AND ADDRESS:

AREA MUNICIPALITY: Clerk

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

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Print name of Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Print name of Owner

THE CORPORATION OF THE  
TOWNSHIP OF MUSKOKA LAKES

\_\_\_\_\_  
Mayor, Phil Harding

\_\_\_\_\_  
Clerk, Cheryl Mortimer