



HERITAGE PRESERVATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2010

B E T W E E N:

HOME OWNER

(hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF COLLINGWOOD

(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS NAME OF HOME OWNER is the registered owner of the property known municipally as MUNICIPAL ADDRESS , LEGAL ADDRESS, more particularly described in Section 7 of this agreement hereto (the "subject lands");

AND WHEREAS the subject lands were designated under the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended, by By-law No. **DESIGNATION BY-LAW NUMBER**;

AND WHEREAS the Council of The Corporation of the Town of Collingwood passed By-law No. 2010-020 - Heritage Tax Refund Program (the "Program");

AND WHEREAS the Owner has applied to participate in the Program, which requires the Owner to enter into a Preservation and Maintenance Agreement (the "Agreement") pursuant to subsection 37(1) of the *Ontario Heritage Act*.

1.0 GENERAL PROVISIONS

1.1 This Agreement shall apply to and be binding upon the property known municipally as MUNICIPAL ADDRESS (the "subject lands").

1.2 The Agreement and every provision herein contained shall be to the benefit of and be binding upon the parties hereto and their respective representatives, heirs, executors, administrators, successors, and assigns, as the case may be,

and shall hereinafter form part of the legal and equitable interests in the subject lands.

- 1.3 This Agreement shall remain in force and effect until repealed by the Town. In the event that the participation of the Owner in the Program lapses, it is the responsibility of the Owner to provide a written request to repeal this Agreement.

2.0 USE OF SUBJECT LANDS

- 2.1 The Owner expressly reserves for themselves, their representatives, heirs, executors, administrators, successors and assigns, as the case may be, the right to continue the use of the subject lands for all purposes not inconsistent with this Agreement.

3.0 PRESERVATION, MAINTENANCE AND REPAIR

- 3.1 The Owner agrees to preserve, maintain and repair, at all times, the subject lands, including any designated architectural features as set out in By-law No. **DESIGNATION BY-LAW NUMBER** or HERITAGE CONSERVATION DISTRICT INVENTORY, located at MUNICIPAL ADDRESS, more particularly described in Section 6.1 of this Agreement.
- 3.2 The Owner agrees to repair and maintain the designated structure(s) in as good and sound a state of repair as a prudent owner would normally do, so that no deterioration in the condition and appearance of the designated structure determined as of the date of this Agreement shall take place.
- 3.3 The Owner agrees not to alter, remove, change in any manner, or do any act to the subject lands, including but not limited to the designated structure, which detracts from or is inconsistent with any provision of By-law No. **DESIGNATION BY-LAW NUMBER**.
- 3.4 The Owner agrees not to proceed with any demolition of or construction to the subject lands, including but not limited to, the designated structure without the express prior written consent of the Town.
- 3.5 The Owner shall notify the Town immediately of any damage or destruction to the designated structure on the subject land. The Owner agrees to repair, renovate or reconstruct any designated structure if damaged or destroyed and to do so in accordance with plans that have been approved by the Town. The Owner agrees to take all reasonable measures to secure and protect any designated structure from vandalism, fire and damage from weather.
- 3.6 The Owner agrees not to commit or permit any act of waste whatsoever on the subject lands.

4.0 OBLIGATIONS OF THE TOWN

- 4.1 The Town agrees that the subject lands constitute an eligible heritage property under By-law No. 2010-020, the Heritage Tax Refund By-law, as amended from time to time.
- 4.2 Where an application to participate in the Heritage Tax Refund Program is approved, any monies shall be used to preserve, repair and maintain the designated architectural features as set out in Section 3.0. Monies may also be applied to associated works that support and enhance the preservation, repair and maintenance of the designated structure.

5.0 NON-LIABILITY OF TOWN

- 5.1 The Town shall not be held liable for any damage to the designated structure located on the subject lands that may result from maintenance and preservation works performed under this Agreement.

6.0 LEGAL DESCRIPTION & DESIGNATED HERITAGE FEATURES

- 6.1 The legal description of the subject lands are:

LEGAL DESCRIPTION

Town of Collingwood, County of Simcoe

- 6.2 The descriptive list of designating features of the subject lands are:

DESCRIPTIVE LIST OF DESIGNATING FEATURES

7.0 ADMINISTRATION

- 7.1 The Owner agrees and consents to the registration of this Agreement on title to the subject lands and agrees to be responsible for all costs of registration associated therewith, as well as all other costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.
- 7.2 The parties agrees that this Agreement may be released from title upon the Owner's written request without any further approval required by Town Council provided that the Owner has paid all costs associated therewith if the Owner is no longer eligible or does not participate in the Program or the Town cancels or repeals the Program.
- 7.3 The Owner agrees to maintain adequate insurance coverage over all designated structures locate on the subject lands at all times in an amount sufficient to provide for the adequate replacement cost of the designated structure.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)

Witness)

HOME OWNER)

**THE CORPORATION OF THE
TOWN OF COLLINGWOOD**)

Per:)

Chris Carrier, Mayor)

Sara Almas, Clerk)

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SAMPLE