



**MANAGEMENT OF  
ABANDONED  
AGGREGATE  
PROPERTIES Program**

**LANDOWNER ACKNOWLEDGEMENT AND RELEASE –  
REHABILITATION OF ABANDONED PIT OR QUARRY**

**Site Number:** \_\_\_\_\_

**TO:** The Ontario Aggregate Resources Corporation (“TOARC”)

**RE:** Rehabilitation of Lot \_\_\_\_\_, Concession \_\_\_\_\_, \_\_\_\_\_ Township,  
\_\_\_\_\_ County (the “Property”) under the Management of  
Abandoned Aggregate Properties (“MAAP”) Program

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**I,** \_\_\_\_\_ hereby acknowledge  
and agree as follows: *[print name(s)]*

1. I am the registered and beneficial owner of the Property, which TOARC has determined to be an abandoned pit or quarry within the meaning of section 1(1) of the *Aggregate Resources Act* (the “Act”). I confirm that no licence or wayside permit under the *Act* or its predecessor legislation was ever in force at any time after December 31, 1989 in respect of the Property.
2. The rehabilitation of qualifying abandoned aggregate sites is fully funded by the ½ cent portion of the total 11.5 cent levy fee paid by active aggregate producers throughout Ontario. All costs associated with rehabilitation efforts, including design will be paid in full by The Management of Abandoned Aggregate Properties program (“MAAP”) as described in the rehabilitation site plan.
3. By signing this document, I am indicating my interest in potentially participating in the MAAP program, however I understand that the ‘Rehabilitation Supervisor’ must deem the site an official project candidate before any rehabilitation can commence.

4. I have agreed with TOARC that prior to commencement of work, a plan for the rehabilitation of the Property will be prepared with my consultation.  
MAAP will conduct the Rehabilitation as an agent for The Ontario Aggregate Resources Corporation (“TOARC”), the trustee of the Aggregate Resources Trust.
5. I authorize TOARC, its officers, employees and agents, to enter on to the Property for the purpose of the Rehabilitation. I acknowledge and agree that TOARC and/or its agents may conduct such studies and undertake such construction on the Property, as TOARC may direct, in its sole and absolute discretion, for the purpose of completing the Rehabilitation.
6. I agree that, until the Rehabilitation is completed, I will not enter into an agreement, easement, lease or licence concerning the Property, which may affect the Rehabilitation without the express written consent of TOARC.
7. I acknowledge and agree that:
  - (a) I remain solely responsible for any pre-existing condition of the property or any conditions or circumstances, which arose prior to the Rehabilitation;
  - (b) If existing soils, fill or ground water on the Property do not meet current Ministry of the Environment, Conservation and Parks (“MOECP”) guidelines or requirements, TOARC has no obligation to remove existing fill material, contaminated soil or groundwater off the site as part of the Rehabilitation;
  - (c) While the Rehabilitation may involve using or moving on-site materials, including fill, TOARC makes no representations as to the quality of such fill and assumes no liability for past, present or future claims that may arise, either directly or indirectly, as a result of contaminated on-site fill material, soil or groundwater;

(d) I remain solely responsible for the maintenance of the Property, and for any works (including fencing) placed on the Property or conditions created in the course of Rehabilitation or after Rehabilitation has been completed.

**8.** I give The Ontario Aggregate Resources Corporation permission to act on my behalf to apply for and obtain all necessary permits for the purpose of rehabilitating the abandoned pit/quarry on my property, and to perform the works required and involved with that permit.

**9.** I give The Ontario Aggregate Resources Corporation permission to, or utilize a third party survey company or aerial imaging company, to collect data for the the abandoned pit /quarry on my property, and all data including photographs and geospatial information received by TOARC/MAAP will pertain to the project site only.

**10.** I further agree to indemnify and hold harmless TOARC and any of its agents for any losses, expenses, cost, claims, damages (including incidental, indirect and consequential damages) and liabilities, arising in connection with or as a result of the matters listed in paragraph 5, or as a result of TOARC's participation in the Rehabilitation, except as may be caused by the negligence of TOARC.

**11.** I acknowledge that signing this form does not guarantee that MAAP will undertake rehabilitation of the pit/quarry on my property, nor does it imply a timeline on the implementation of any potential rehabilitation that may have been discussed.

12. TOARC acknowledges that the landowner, in writing, can cancel this agreement at any time prior to the commencement of rehabilitation.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner (signature)

\_\_\_\_\_  
Landowner (signature)

Contact Numbers: Mobile: \_\_\_\_\_ Residence: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_ (optional)