

**THIS DEVELOPMENT AGREEMENT**, made in quadruplicate, this \_\_\_\_ day of April, 2015.

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF BRANT,**  
being a Municipal Corporation  
(the "County")

OF THE FIRST PART

- and -

**JACK CHARLES ROBINSON AND SHIRLEY MARIE ROBINSON**  
(the "Owners")

OF THE SECOND PART

**WHEREAS** the Owners own property, 465 McLean School Road, former Township of South Dumfries, County of Brant, (the "Land") described in Schedule "A";

**AND WHEREAS** the Owner is required to execute this Development Agreement to satisfy the conditions as provided for in the Decision of the Committee of Adjustment for the County, Submission No. Consent B38/14/BH;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the payment by the Owner to the County of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, receipt whereof is hereby acknowledged, and the mutual covenants and conditions hereinafter contained the parties hereto agrees as follows:

**1. Development**

The Owners may construct a single detached dwelling on the lot created by County of Brant severance consent B38/14/BH in accordance with severance plan prepared by Pinestone Engineering Limited dated January 2015 being Drawing No. GP1, referred to in Schedule "B";

**2. Grading**

The Owner shall, prior to the issuance of any building permits, on the lot created by County of Brant Consent B38/14/BH, complete preliminary grading of all the lots within acceptable rough tolerances relative to the approved plans, under the supervision and certification of a qualified engineer, and to the satisfaction of the County of Brant.

**3. Security**

The Owners shall, upon execution of this Agreement, lodge a certified cheque in favour of the County; in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) the lot shown on the attached Schedule "B" Site Plan. FIVE THOUSAND DOLLARS (\$5,000.00) shall be released to the Owners of the lot by the County, upon receipt of the final grading certificate, minus an administration fee of ONE HUNDRED AND FIFTY DOLLARS (\$200.00) for the lot.

**4. Remedies**

In addition to any other remedy, which the County may have against the Owners for breach of this Agreement, the County, at its option, may adopt and pursue any one or more or all of the following remedies:

Enter and re-enter the Land and complete any part of all of the works associated with the drainage and grading in respect of which there has been default and may recover the cost of so doing from the Owners;

Make any payment, which ought to have been made by the Owners and recover the amount thereof from the Owners;

Do any other thing required of the Owners by this Agreement and recover the cost of so doing from the Owners, provided that the County shall give the Owners at least five (5) business days prior notice, and it is understood and agreed by the parties that the entry upon the Land by the County or the doing of anything by the County as authorized by this Agreement shall not in any way relieve the Owners of the obligations of this Agreement; and the Owners covenants and

agrees that neither it nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this paragraph by the County.

#### **5. Court Action**

In addition to any other remedy, which the County may have against the Owners for breach of this Agreement, the County may bring action to restrain or to compel specific performance of all or any part of this Agreement and for damages.

#### **6. Realizing upon Security**

In addition to any other remedy which the County may have against the Owners for breach of this Agreement, after first giving five (5) days' notice to the Owners, the County may, at any time and from time to time, realize upon the enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Ownes is in default, or to recover such costs if the County has done such work or thing prior to realizing upon and enforcing the security. Similarly, the County may recover any money which it has paid and which the Owners ought to have paid or any money, which is otherwise due to the County from the Owners under the terms of this Agreement. If the funds derived from the security exceed the amount due to the County, the excess shall be refunded to the Owners. In addition to any other amounts payable to the County under the terms of this Agreement, whenever the County may recover amounts from the Owners in connection with the enforcement of the County's rights under this Agreement, the County shall also be entitled to recover from the Owners an administration fee at the same rate as the rate charged, at such time, by the Director of Development Services to the County for administrative services.

#### **7. Interest and Lien of Land**

In the event that there are monies due from the Owners to the County which have not been paid within thirty (30) days after receipt by the Owners of a demand therefore by the County, interest shall be payable on the amount due at the rate of one and one quarter (1¼%) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date of receipt of the demand and the amount due together with interest thereon shall constitute a lien upon the Land. Any amounts owed may be added to the taxes of the land and collected as same or deducted from the letter of credit.

#### **8. Registration**

The Owners represents and warrants to the County that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Land, all persons having any interest in the land as owner, mortgagee, tenant, easement holder or other encumbrances are as described in Schedule "C" attached to this Agreement and that each mortgagee have executed consents to this Agreement and to its registration on title and have executed agreements postponing their respective interests in the land to this Agreement, and as of the registration of this Agreement upon the title to the Land. The Owners shall cause to be delivered such executed postponement to the County and the County will cause to be registered said postponements on the title to the subject lands at the time of registration of this Agreement. The postponements to be in a form acceptable to the Registry Office for registration purposes.

The Owners agrees that this Agreement shall be registered against the title to the land described on the attached Schedule "A" – Legal Description, in the appropriate Land Titles Office to the intent and purpose that this Agreement and all of the Owner's covenants herein shall run with the land. At the expense of the Owners, it shall be the responsibility of the County to register said Agreement forthwith, following execution by all parties and the adoption of the authorizing by-law by Council. The County shall provide the Owners with details of such registration upon completion of same. The Owners hereby agrees to pay all costs associated with said registration prior to registration.

#### **9. Special Provisions**

- (a) This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) The Owners shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any court or administrative tribunal the right of the County to enter into this Agreement and to enforce each and every term of this Agreement and this clause may be asserted and pleaded as an estoppel against the Owners in any such proceeding.

- (c) Notwithstanding the foregoing, if at any time during the currency of this Agreement, it is found by any court of competent jurisdiction, by any administrative tribunal or ministry of government that this Agreement or any part thereof is ultra vires the County or otherwise void or invalid then no objection, liability or duty of any nature or kind whatsoever, whether in law or in equity shall be imposed upon the County to carry out any part of this Agreement so found to be ultra vires, void or invalid.
- (d) If any term of this Agreement shall be found to be ultra vires the County or otherwise void, invalid or unenforceable, such term shall conclusively be deemed to be severable and the remainder of this Agreement, mutates mutandis, shall be and remain in full force and effect.
- (e) This Agreement is to be interpreted in accordance with the laws of the Province of Ontario. Any dispute or issue raised between the parties as to the interpretation or effect of this Agreement or any part of this Agreement is to be determined or resolved by proceedings taken before a court of competent jurisdiction in Ontario.
- (f) The Owner agrees that the County shall have the right to enter upon the subject lands from time to time to ensure that the terms of this Agreement and the zoning by-law or any amendment thereto duly adopted by the County are being fully complied with. The Owner agrees that all deficiencies shall be corrected forthwith to the satisfaction of the County.
- (g) The Owners agree that the right of Storm Water and surface water drainage referred to on the attached Lot Grading Plan and Septic System Layout Drawing, shall run with and affect the land.
- (h) The Owners shall provide, inspect, maintain, repair and replace the private Storm Water Appurtenances (drywells and swales) as shown on the Lot Grading Plan and Septic System Layout Drawing, to provide for the collection and management of all surface waters originating on and/or passing through the Land, with said maintenance including the removal and disposal of accumulated material.
- (i) The Owners acknowledge that portions of the Land may serve as storm water ponding areas for certain storm events as shown on the attached Lot Grading Plan and Septic System Layout Drawing. To this end, the Land may experience occasional storm water ponding in accordance with the design of this lot as set out on the said attached Drawing.

**IN WITNESS WHEREOF** the parties have hereunto affixed their respective corporate seal attested by the hands of their respective proper officers duly authorized in that behalf and the individual parties have hereunto set their hands with witness present.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

THE CORPORATION OF THE COUNTY  
OF BRANT

Authorized by By-law \_\_\_\_\_  
of Council on the \_\_\_\_ day of April,  
2015.

\_\_\_\_\_

\_\_\_\_\_  
Mayor – R.E. F. Eddy

\_\_\_\_\_  
Clerk – Heather Boyd

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shirley Marie Robinson

\_\_\_\_\_  
Jack Charles Robinson

**Schedule A**

**LEGAL DESCRIPTION**

Part of Lot 18, Concession 5, former Township of South Dumfries, as in A240098, save and except Part 1, 2R-6198 and Parts 1 and 2, 2R-6701, County of Brant.

**Schedule B**

**SITE PLAN**

The Lot Grading Plan being Drawing No. 14-11096 GP1, Revision 1 prepared by Pinestone Engineering Limited and dated January 2015, can be viewed at the County of Brant Community and Development Services Office, 66 Grand River Street North, Paris, Ontario, N3L 2M2.

**Schedule C**

**PERMITTED ENCUMBRANCES**

NONE