

THIS DEVELOPMENT AGREEMENT, made in quadruplicate, this 26th day of July, 2016.

BETWEEN:

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

OF THE FIRST PART

-and-

JADE MONTEFORTE AND ROBERT MONTEFORTE
(the "Owner")

OF THE SECOND PART

WHEREAS the Owner owns property, being as described on Schedule 'A', County of Brant (the "Land");

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, Consents

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 agree as follows:

1. Development

- 1.1 The Owner may develop the lot created by Consent Application B49/15/MD in accordance with the provisions of the applicable Zoning By-law. The Owner is advised that Public Works Permits are required prior to commencing works within the public road allowance.
- 1.2 Union Gas Limited ("Union") does have service lines running within the area which may or may not be affected by the proposed severance. Should the proposed severance impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service relocation required due to a severance would be at the cost of the property owner.

2. Grading

- 2.1 The Owner shall, prior to the issuance of any building permits complete preliminary grading of the lot within acceptable rough tolerances relative to the approved plans, and any required ditching to accommodate the proposed entrances under the supervision and certification of a qualified engineer, and to the satisfaction of the County of Brant.

3. Security

- 3.1 The Owner shall lodge, prior to the finalization of the consent and registration of the deed for the created lot, a certified cheque in favour of the County of Brant for the severed lot created by Consent Application B49/15/MD in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) in order to ensure that grading and drainage are addressed to the satisfaction of the County. The County agrees that said security will not be required under this clause if the required grading and drainage are completed to the satisfaction of the County prior to the finalization of the consent and registration of the deed for the created lot. Any required security minus the \$200.00 fee of administration of this agreement will be released by the County 30 days after the issuance of a drainage and grading certificate from the Building Division for each lot.

4. Stormwater Appurtenances

- 4.1. The Owner agrees that the right of storm water and surface water drainage referred to on Schedule 'B', Site Development Plan drawing shall run with and affect the Land.

- 4.2. The Owner shall provide, maintain, repair and replace the private stormwater appurtenances as shown on the Site Development Plan drawing to provide for the collection and management of all surface waters originating on and/or passing through the Land.
- 4.3. The Owner is responsible for the routine maintenance and inspection of the private stormwater appurtenances, including removal and disposal of accumulated material.
- 4.4. The Owner agrees to permit the County to enter the Land to inspect the private stormwater appurtenances for the purposes of verifying that storm flows are controlled on site, as intended.
- 4.5. The Owner acknowledges that portions of the Land may serve as stormwater ponding areas for certain storm events, as shown on Schedule 'B', Severance Plan. To this end, the Land may experience occasional stormwater ponding in accordance with the design of this residential lot.
- 4.6. The Owner agrees in the event that field tiles are encountered during the construction activities, that the Owner will at no expense to the County of Brant, redirect the field tiles to the satisfaction of the County, as required.
- 4.7. The Owner agrees that field drainage tiles must be routed in such a manner as to maintain connectivity to the historic outlet as utilized prior to the development of the subject lands, to the satisfaction of the County.
- 4.8. The Owner agrees that no building permits will be issued until the storm water management pond is installed and approved by a Professional Engineer, to the satisfaction of the County.

5. Future Services

- 5.1 The Owner acknowledges and agrees that upon full municipal services being made available along the frontage of the lands they shall, at their sole expense, connect to these services and pay all applicable charges to the County for their share of services provided.

6. Pre-Development

- 6.1 Pre-grading of swales to be constructed at property lines for the rest of the lots. The drainage tile will be installed prior to approval of framing inspection.
- 6.2 The Owner must provide proof of a potable water supply, by way of well records, at the time of application for building permits, to the satisfaction of the County.

7. Noise Impact Study

- 7.1 The Owner shall provide in all accepted Offers of Purchase, Sale and/or lease a copy of the Noise Impact Study prepared for 32 Blossom Avenue by J.H. Cohoon Engineering LTD, dated June 30, 2015.

8. Remedies

- 8.1 In addition to any other remedy, which the County may have against the Owner for breach of this Agreement, the County, at its option, may adopt and pursue any one or more or all of the following remedies:
 - a. 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 Owner;
 - b. Make any payment, which ought to have been made by the Owner and recover the amount thereof from the Owner;
 - c. Do any other thing required of the Owner by this Agreement and recover the cost of so doing from the Owner; provided that the County shall give the Owner 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 Owner of the obligations of the Agreement; and the

Owner 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.

9. Court Action

- 9.1 In addition to any other remedy, which the County may have against the Owner 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.

10. Realizing upon Security

- 10.1 In addition to any other remedy which the County may have against the Owner for breach of this Agreement, after first giving five (5) days' notice to the Owner, the County may, at any time and from time to time, realize upon and 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 Owner 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 Owner ought to have paid or any money, which is otherwise due to the County from the Owner 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 Owner. In addition to any other amounts payable to the County under the terms of this Agreement, whenever the County may recover amounts from the Owner in connection with the enforcement of the County's rights under this Agreement the County shall also be entitled to recover from the Owner an administration fee at the same rate as the rate charged, as such time, by the Director of Development Services to the County for administrative services.

11. Interest and Lien of Land

- 11.1 In the event that there are monies due from the Owner to the County which have not been paid within thirty (30) days after receipt by the Owner of a demand therefore by the County, interest shall be payable on the amount due at the rate of one and one quarter (1 ¼ %) 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.

12. Registration

- 12.1 The Owner represents and warrants to the County that, at that 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 Owner 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.
- 12.2 The Owner 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 Owner, 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 Owner with details of such registration upon completion of same. The Owner hereby agrees to pay all costs associated with said registration prior to registration.

13. Special Provisions

- 13.1 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.
- 13.2 The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity of 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 Owner in any such proceeding.
- 13.3 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 obligation, 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.
- 13.4 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 the Agreement, mutates mutandis, shall be and remain in full force and effect.
- 13.5 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.
- 13.6 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.

IN WITNESS WHEREOF the parties have hereto affixed their respective corporate seals 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:

Authorized by By-law _____
of Council on the 26th day of July, 2016

Witness

Witness

) THE CORPORATION OF THE
) COUNTY OF BRANT
)
)
) _____
) Mayor – R. E. F. Eddy
)
) _____
) Clerk – Heather Boyd
)
) _____
) Jade Monteforte
)
) _____
) Robert Monteforte
)
)

SCHEDULE 'A'
DESCRIPTION OF LANDS

The subject land affected by this agreement is composed of Part of Lots 4 and 5, Concession 3, West of Fairchild's Creek, former Township of Onondaga, designated as Parts 1, 2, 3 and 4, 2R-7956, County of Brant.

SCHEDULE 'B'
SITE PLAN

The Site Development Plan being Drawing No. 1921-1 (Revision No. 14) prepared by J. H. Cohoon Engineering Ltd., dated September 11, 2012, and stamped July 15, 2016.

SCHEDULE 'C'
PERMITTED ENCUMBRANCES

None.