

THIS DEVELOPMENT AGREEMENT made this 8th day of August, 2018,

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the "County"

OF THE FIRST PART

- AND -

KAREN FAY CLARKSON

hereinafter called the "Owner"

OF THE SECOND PART

WHEREAS the Owner owns property, being Part of Lots 2 & 3, Concession 1, former Township of Brantford, designated as Part 1, 2R-8239, County of Brant, located 670 Bishopsgate Road; and,

WHEREAS the Owner proposes to develop the site for a nine (9) unit vacant land condominium supporting single detached dwellings all in accordance with the draft approval granted on August 23, 2016 by the County of Brant; and,

WHEREAS the Owner is required to execute this Development Agreement prior to the registration of the vacant land condominium.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the payment by the Owner to the County of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, receipt whereof is hereby acknowledged, and the mutual covenants and conditions hereinafter contained the parties hereto agree as follows:

SECTION 1 – PROPERTY IDENTIFICATION

1.1 The Owner's lands are described on the attached Schedule 'A', and all Schedules attached hereto and forming part of this Agreement.

SECTION 2 – DEFINITIONS

IN THIS AGREEMENT:

2.1 **OWNER** shall include the registered Owner or Owners in fee simple, from time to time, of the lands described in Section 1 of this Agreement and/or their respective heirs, executors, administrators and assigns and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership or an incorporated company, and wherever the singular is issued herein, it shall be construed as including the plural.

2.2 **COUNTY** shall mean the Corporation of the County of Brant.

2.3 **MTO** shall mean the Ministry of Transportation.

2.4 **MOECP** shall mean the Ministry of Environment, Conservation and Parks (MOECP).

2.5 **GRCA** shall mean the Grand River Conservation Authority.

SECTION 3 – VEHICULAR INGRESS AND EGRESS

- 3.1 The Owner agrees to restrict the means of vehicular ingress and egress to and from the properties and premises described in Section 1 to the locations marked on Schedule 'B' Lot Grading/ Siltation and Erosion Control Plan (revision 4, dated July 16, 2018) and Schedule 'B' – Proposed Lane – Plan and Profile – Drawing No. 6886-2 (revision 4, dated July 16, 2018), as per plans prepared by J H Cohoon Engineering Limited and agrees that any construction required for the development between the traveled portion of the street and the properties shall be constructed by the Owner at his expense and to the specifications of the County of Brant.
- 3.2 The Owner agrees to ensure that a proper Fire Route in front of the sites is established and maintained to provide adequate access at all times, for emergency vehicles and equipment.

SECTION 4 – SITE, LANDSCAPING, GRADING, AND SERVICING PLANS

- 4.1 The Owner agrees to construct the development in accordance with the drawings as outlined in Schedule 'B' Site Development Plans i.e. Lot Grading/ Siltation and Erosion Control Plan (revision 4, dated July 16, 2018), Proposed Lane – Plan and Profile – Drawing No. 6886-2 (revision 4, dated July 16, 2018), and Post Development Storm Drainage Areas (revision 4, dated July 16, 2018) which indicate the general location of all buildings, driveways, access lane, and lot grading.
- 4.2 Site grading and drainage provisions, shown on Schedule 'B' - Lot Grading/Siltation and Erosion Control Plan (revision 4, dated July 16, 2018) shall be established and maintained by the Owner. Any development of the subject lands shall require provisions for the collection and management of all surface waters originating on and/or passing through the site.
- 4.3 Schedule 'B' - Post Development Storm Drainage Areas (revision 4, dated July 16, 2018), as per plans prepared by J H Cohoon Engineering Limited, indicates the proposed location of all storm sewers and appurtenances, and swales.
- 4.4 All electrical utilities are to be appropriately maintained, installed and protected for the duration of the construction activities on these properties. Post construction maintenance repair and/or replacement will be the sole responsibility of the Condominium Corporation and shall be stipulated in the Declaration under the terms outlined in the Declaration made pursuant under the Condominium Act.
- 4.5 The Owner agrees to provide certification from the design engineer that the site construction, grading and servicing have been completed in conformance with the approved plans noted herein, prior to release of all securities as required by this agreement.
- 4.6 The Owner agrees to install appropriate interim sediment controls prior to the commencement of construction and shall be inspected/maintained on a regular basis (i.e. after every rainfall/snowfall event). Should a problem be identified in these interim controls (e.g. flooding/sediment transfer off-site), the problem to be addressed appropriately within one day after it has been identified by and/or to the Project Manager/Site Supervisor/Builder. The Owner agrees to provide regular monitoring reports on matters related to interim sediment controls to the County of Brant.
- 4.7 The Owner acknowledges that the maintenance of the common elements is not the responsibility of the County of Brant and shall be the sole responsibility of the Condominium Corporation. This shall, include but not necessarily be limited to, all roads, drainage and grading works, fire protection systems and landscaping.

- 4.8 The Owner hereby agrees to the ongoing operation and continued maintenance of the stormwater management system to the satisfaction of, and at no cost to, the County, and GRCA. Failure to do so may result in remedial action being taken by the County at its discretion, or at the request of GRCA, with any costs associated with same invoiced back to the Owner. The County reserves the right to collect any unpaid expenses incurred the Owner as a result of County action as part of the tax bill.
- 4.9 The Condominium Corporation agrees to grant the County of Brant and the County of Brant Fire Department to have access to the said Condominium should the need arise to suppress a fire or other hazard on its immediate lands.

SECTION 5 – CONSTRUCTION

- 5.1 The Owner agrees that all construction shall conform in all respects to Schedule 'B' Site Development Plans or such other site plan as may be approved by the County within the parameters of Section 41 of the Planning Act, RSO 1990, as amended. The Owner agrees that any and all landscaping, tree planting, buffering, earth berms and fencing shall be constructed, installed and/or planted in accordance with Schedule 'B' prior to receipt of any building permits on the site save and except those required to construct the works. The Owner shall maintain such items.
- 5.2 The Owner agrees to have a qualified contractor provide a grading certificate indicating that the top of foundation elevation for each dwelling is in general conformity with the grading and drainage plan as indicated on Schedule 'B' Site Development Plans through the development engineer. This certificate must be provided as part of the foundation inspection conducted by the County of Brant Building Division and prior to the construction of any units, save and except building activities associated with the foundations of the units.
- 5.3 Prior to the final registration of all or any part of the Vacant Land Condominium the Owner provide to the Director of Development Services through his Ontario Land Surveyor confirmation that all proposed Lots, Blocks and Units meet the minimum lot and/or unit area and frontage requirements of the zoning by-law.
- 5.4 The Owner shall deposit a Mylar and digital discs of the Vacant Land Condominium, including as-built drawings, to the satisfaction of the County of Brant.
- 5.5 That prior to the final registration of all or any part of the Vacant Land Condominium, the Owner's surveyor shall submit to the County horizontal coordinates of all boundary monuments for the approved Vacant Land Condominium to the satisfaction of the County.
- 5.6 No earth moving, tree removal, grubbing activities and any works shall be undertaken on the Subject Lands until the Owner has entered into the Development Agreement. No servicing of the Development or any other work will be permitted without the execution and registration of the Development Agreement which includes provision for security and \$5.0 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading works which are specifically permitted by a Pre-Servicing Agreement with the County. The interim works permitted by a Pre-Servicing Agreement shall be limited to grading the Subject Lands. In order for the Owner to undertake any interim grading work under such a Pre-Servicing Agreement, the following items must be addressed and/or provided to the satisfaction of the County:
- Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
 - Detailed drainage and grading plan for the Subject Lands;

- Final stormwater control plan for the Subject Lands;
- Erosion and sediment control plan for the Subject Lands;
- Public Works permit;
- Interim road care plan for Bishopsgate Road;
- Haul Road Designation if materials are to be removed from the Subject Lands;
- Hydrogeological and geotechnical reports;
- Dust control plan;
- Securities to address and implement any necessary measures noted in the above plans and reports; and,
- Liability Insurance
- Tree Inventory and Preservation Report

5.7 That, prior to any interim grading under a Pre-Servicing Agreement under Condition 5.6, the Owner provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ministry of Tourism, Culture and Sport that the Ministry is satisfied and has no objection to the development of the plan of condominium or to its final approval for registration.

5.8 Prior to any interim grading under a Pre-Servicing Agreement under Condition 5.6, the Owner provide to the County evidence that the Trees Conservation Committee for the County is satisfied with the tree preservation plan for the Subject Lands. Such a plan must clearly establish what areas, if any, are to be protected from development, what areas are to be developed and what areas, if any, are to be reserved for new tree plantings.

5.9 The Owner shall be responsible for any well interruption that may occur as a result, either directly or indirectly, in connection with the construction of the works as shown on Schedule "B" Site Development Plans. The Owner acknowledges and agrees that it shall be responsible for any Claims related to any impact on neighbouring wells arising out of the construction of any municipal works related to the development of the Lands. The Owner shall assume all costs and expenses relating to the resolution of any such Claims. In order to clarify the intent and extent of the indemnity and Owner responsibility for well interruption Claims, the following definitions shall apply:

"Claim" shall mean any written claim, action, suit, or cause of action, of an Owner or occupant in possession of a Neighbouring Well, which claim is made to either the Owner or to the County, their employees, agents or contractors, within the Claim Period;

"Claimant" shall be any person, company, or organization making a Claim;

"Claim Period" shall be one (1) year after the date that the construction of the municipal works related to the development of the Lands has obtained its first interim completion certificate;

"Neighbouring Well" shall be defined:

- (i) under a site plan as an existing private water well located either within 250 metres of the municipal works related to the development of the Lands, or within the Projected Zone of Influence, whichever is greater;

and

- (ii) under a plan of subdivision as an existing private water well located either within 500 metres of the municipal works related to the development of the Lands, or within the Projected Zone of Influence, whichever is greater;

“Preconstruction Survey” shall be the survey conducted by the Owner of the location and type of water supplies, including the quality of water and the static water level of the Neighbouring Well(s) or of representative monitoring wells, as accepted by the County; and

“Projected Zone of Influence” shall be the projected zone of influence as defined in the hydrogeological study prepared in connection with the development of the Lands.

In order to ensure the indemnification of the County, and to ensure that the Owner and not the County assumes any responsibility for any Claim arising out of the construction of the works as shown on Schedule “B” Site Development Plans related to the development of the Lands, the parties agree as follows:

- a. The Owner has conducted the Preconstruction Survey, to which the County has full access, including the final report and all background material relating thereto. The Owner hereby acknowledges and agrees that the results of the Preconstruction Survey shall constitute the status of the existing water supplies, including the quality of water and the static water level of the Neighbouring Well(s), and/or representative monitoring wells prior to the construction of the works as shown on Schedule “B” Site Development Plans related to the development of the Lands;
- b. During the construction of the works as shown on Schedule “B” Site Development Plans related to the development of the Lands or within the Claim Period, should the County, or the Owner, or any of their employees, agents or contractors, receive a notice of a Claim or potential Claim against the County or the Owner, their employees, agents or contractors, the party receiving the notice shall forthwith notify in writing the other party with the Claimant’s contact information, and the nature of the Claim;
- c. Notwithstanding any other provision set out in this Agreement, on receiving a Claim or on receiving notice from the County of a Claim, the Owner, if the Claimant requests water, shall within two (2) days, make arrangements to have water brought into the Claimant’s lands by any means necessary at the Owner’s sole expense until such time as the Claim has been resolved. Should the Owner fail to do so, the County shall make arrangements to have the Claimant supplied with water until the Claim has been resolved and shall draw on the security posted hereunder to cover all costs, expenses, fees, charges, including County overhead and administrative costs related thereto. However, the foregoing covenants respecting temporary water supply shall not apply to any Claim made by a Claimant relating to residences or lands identified on the Preconstruction Survey as presently having water supplied solely by off-site supply;
- d. Upon receiving notice of the Claim, as hereinbefore described, the Owner shall forthwith investigate the Claim by determining whether the quantity or quality of the water in the well has been significantly impaired since the Preconstruction Survey. If it is determined that a Claim is the result of causes clearly unrelated to the development of the Lands (e.g. frozen water or pump malfunction), then the Claim shall be considered resolved. Otherwise, if the quantity or quality of the water in the well does not return to its original condition within five (5) days after receipt of notice of the Claim, the Owner shall, at its sole cost, engage the services of a qualified hydrogeologist to evaluate the well that is the subject of the Claim, and produce a report within thirty (30) days, unless the County agrees to an extension of this timeframe due to unusual circumstances, as determined

by the County in its sole discretion. The hydrogeologist shall determine whether there has been an impact and, if so, shall then evaluate the cause. If the hydrogeologist is unable to demonstrate that the Owner is not responsible for any impact, they shall then recommend acceptable solutions for a permanent water supply. A copy of the hydrogeologist's report shall be provided by the Owner to the County for review upon receipt. In the event the Claimant does not permit access to the well by the Owner and/or the hydrogeologist for the purposes set out above, such lack of permission to be evidenced to the satisfaction of the County, then a Claim shall no longer be considered to exist for the purpose of these clauses;

- e. The Owner shall, within ten (10) days from the date of receipt of the hydrogeologist's report, advise the County in writing of the Owner's intention to:
 - (i) provide a permanent water supply; or
 - (ii) otherwise settle the Claim to the Claimant's satisfaction; or
 - (iii) dispute the Claim.
- f. Unless prohibited by the County, should the Owner decide to connect the Claimant to the County municipal water supply, the Owner shall forthwith arrange for the design, tender and construction of the water services required to connect the Claimant's buildings to the County water supply in a manner satisfactory to or as required by the County. The Owner shall obtain all necessary approvals and consents relating thereto, including all County approvals, consents, and agreements and pay any and all applicable tapping, water meter, inspection, and administration charges and fees then in force in the County. During the time of construction and up until the time that the Claimant's buildings are being actually supplied by the County water supply, the Owner shall be responsible for continuing to supply the Claimant with temporary water, in accordance with Subsection (c).
- g. Should the Owner otherwise resolve or settle the Claim, the Owner shall provide written proof of such settlement, and of the fulfilment of the terms of the settlement, to the satisfaction of the County's Legal and Enforcement Services and Corporate Counsel, and until such time as the terms of settlement are fulfilled, the Owner shall be solely responsible for maintaining the Claimant's temporary water supply in accordance with Subsection (c).
- h. Should the Owner decide to dispute the Claim, the Owner will take any and all necessary action to resolve the dispute by means of an order, judgment, arbitration decision or settlement, or otherwise as soon as possible. The Owner acknowledges and agrees not to call on the County or involve the County in any way in the dispute, and in accordance with this indemnity will pay any and all legal costs incurred by the County should the County be involved and/or made party to the dispute. Until such time as the dispute is resolved by means of an order, judgment, arbitration decision, settlement, or otherwise, and proof of such resolution has been provided to the satisfaction of the County's Legal and Enforcement Services and Corporate Counsel, the Owner shall be solely responsible for maintaining the Claimant's temporary water supply, in accordance with Subsection (c).

Until such time as any Claim is resolved, it is the intent hereof that the Claimant shall be supplied with a continuous and uninterrupted supply of water in accordance with and subject to the exceptions set out in Subsection (c), but the terms and provisions herein shall not be construed, nor deemed, to be an admission of liability to any third party for the Claim, by either the Owner or the County.

In order to secure the performance by the Owner of all of its obligations related to well interruption Claims, the Owner hereby agrees that any security posted under Schedule "F" of this Agreement may be used by the County to secure the performance of the Owner's obligations hereunder and without prejudice of the County by the Owner and without prejudice to the Owner's assumption of responsibility for any action which might arise and be taken in order to resolve or settle any Claims or potential Claims. Security herein posted in no way reflects any limitation on the responsibility of the Owner hereunder.

The County shall at any time and from time to time be entitled to draw on any security posted under this Agreement should the Owner fail to fulfil its obligations hereunder, or fail to fully indemnify the County as described herein on demand by the County.

The Owner agrees that if he deems himself aggrieved by any decision of the County made pursuant to this Agreement, the following rules will apply:

- (i) the Owner will carry out whatever directions the County gives pursuant to written notice;
- (ii) the aggrievement of the Owner shall be submitted in writing to the County;
- (iii) the County shall review the Owner's aggrievement and either affirm, reverse or modify the decision;
- (iv) the County shall provide written reasons for the reviewed decision;
- (v) thereafter the Owner must appeal within fifteen (15) days of receipt of the County's decision in writing to Council;
- (vi) the Council may consider whatever factors it considers relevant in reaching its decision, and its decision shall be final; and
- (vii) if the Owner does not appeal to Council, the decision of the County is final.

5.10 The Owner agrees that the County Operations Department and/or the County Engineer, in consultation with the GRCA, be satisfied prior to registration and final approval of all or any part or all of the Vacant Land Condominium. To this end, the following matters are to be addressed:

- (a) Approval of the drawings for the Development shall be in accordance with this Schedule and the draft conditions of approval of the Vacant Land Condominium and such requirement shall be included in the Development Agreements and shall be consistent with the County's Development and Engineering Standards and good engineering practices.
- (b) Relocation of any existing infrastructure, such as hydro poles and bell pedestals, shall be at the expense of the Owner.
- (c) The Owner will be required to provide and install underground services in and to reconstruct to the satisfaction of the County, in consultation with the GRCA, the road across Bishopsgate Road as part of the servicing of the development the cost of all of which shall be at the sole expense of the Owner.
- (d) The Owner shall be responsible for the relocation of any streetlights along Bishopsgate Road that are deemed necessary by the County due to the development of the Subject Lands.
- (e) The Owner shall be required to undertake any road upgrades on Bishopsgate Road that may be required by the County, including reconstruction and/or widening, all at the Owner's sole cost.
- (f) The paved, internal private road system, which is situated on land to be owned by the Vacant land Condominium, shall be no less than 9.0 metres wide.

- 5.11 The Owner agrees that all works are to be completed in accordance with the County's Engineering and Development Standards current at the date of registration of this agreement.

SECTION 6 – PARKING, LOADING, OPEN STORAGE

- 6.1 The Owner agrees to provide sufficient parking spaces and loading spaces and such spaces together with any open storage shall be in compliance with the County's Zoning By-law, as amended and in accordance with Schedule 'B' Site Development Plans.

SECTION 7 – REFUSE

- 7.1 The Owner agrees to ensure that the refuse originating from the development of the subject lands, is contained and delivered to the area identified on Schedule 'B' Site Development Plans, , and ensure that refuse is contained and removed at the Owner's expense, and that the property is kept clean and tidy of refuse/debris.

SECTION 8 – SERVICING

- 8.1 The Owner agrees to apply for and obtain any and all approvals for any servicing requirements respecting entrances and road cut provisions from the County prior to the registration of this agreement.
- 8.2 The Owner agrees to submit a detailed lot grading and septic design to the County of Brant for a building permit. This submission is to include certification from the design engineer that the lot grading plan maintains the intent of the overall lot grading plan as detailed on Schedule 'B' Lot Grading/ Siltation and Erosion Control Plan (revision 4, dated July 16, 2018), as per plans prepared by J H Cohoon Engineering Limited.
- 8.3 The Owner agrees to submit documentation confirming that the septic system proposed for the subject unit is a septic water disposal system that minimizes nitrate loading to the natural environment.
- 8.4 The Owner agrees to contact the appropriate hydro authority having jurisdiction for any electrical service requirements and enter in an agreement with the hydro authority for the provision of electrical servicing to this site.
- 8.5 The Owner agrees that all easements and blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Owner to the appropriate authorities and/or persons for nominal consideration free and clear of all encumbrances.
- 8.6 The Owner shall inform the County, prior to any servicing of the Development, which telecommunications, natural gas supply, electrical utilities and any other public utility company will be installing services to the Development.
- 8.7 The Owner shall provide proof that prior to registration of all or any part of the Vacant Land Condominium, the telecommunications, natural gas supply, electrical utilities and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Developer and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
- 8.8 The Owner agrees that prior to any work commencing on the Subject Lands, the Owner must confirm that sufficient wire-line communication, telecommunication infrastructure is currently available within the Subject Lands to provide communication/telecommunication service for the Development. In the event

that such infrastructure is not available, Owner is required to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure at no cost to the County of Brant.

- 8.9 The Owner agrees that, prior to any grading or construction on the Subject Lands and the final approval for registration of all or any part of the Vacant land Condominium, the Owner shall submit and obtain approval from the County of the following plans and reports:
- (a) A detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices, Planning and Design Manual". It will also address the need to convey storm waters to a proper legal drainage outlet to the satisfaction of the County;
 - (b) An erosion and siltation control plan must be prepared in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion & Sediment Control Guidelines for Urban Construction, dated December 2006;
 - (c) Location plans illustrating the building envelope, the location of the primary sewage system of suitable size for the proposed building and the driveway location on each lot.
 - (d) Detailed lot grading and drainage plans; and
 - (e) An Application for Permission pursuant to the GRCA's Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.
- 8.10 All services located on private property are to be owned and operated in perpetuity by the Condominium Corporation.
- 8.11 The Owner hereby agrees to the construction, ongoing operation and continued maintenance of the fire protection system that complies with NFPA 1142 (Water Supplies for Suburban and Rural Firefighting), which is to be established within the development. The Owner, at his/her expense, is required to supply a 45,000 liter cistern with a dry hydrant that is sufficient to provide fire protection to the new units and the other existing houses in the area, and is located on the site to the satisfaction of, and at no cost to, the County of Brant and County of Brant Fire Department. Failure to ensure the ongoing operation and continued maintenance of this system may result in remedial action being taken by the County at its discretion, with any costs associated with same invoice back to the Owner. The County reserves the right to collect any unpaid expenses incurred by the Owner as a result of County action as part of the tax bill. In addition, the Condominium Corporation agrees to grant the County of Brant and the County of Brant Fire Department to have access to the fire protection apparatus should the need arise to suppress a fire or other hazard in the immediate neighbourhood. In so doing, the Condominium Corporation further agrees to allow the County of Brant and the County of Brant Fire Department to replenish any waters consumed during such an event in immediate neighbourhood without any costs associated with the same being invoiced back to the County of Brant.
- 8.12 The Owner is responsible for the operation and maintenance of storm sewer appurtenances (drywells, ditch, culverts and swales) in accordance with Schedule 'B' Site Plan, all applicable MOECP standards, the County of Brant Development and Engineering Standards and the County of Brant Storm Sewer Use By-Law (as amended).

SECTION 9 – PAVING, DUST CONTROL

- 9.1 The Owner agrees to pave with asphalt any areas on the site as identified on Schedule 'B' Site Development Plans to a standard acceptable by the County. Proper dust control measures shall be undertaken by the Owner to the satisfaction of the County for those areas that are not hard surfaced and that may

generate dust from time to time as a result of weather conditions and vehicular and/or equipment traffic.

- 9.2 The Owner agrees to inspect/maintain dust levels at the site on a regular basis. Should dust levels become problematic (i.e. particulate transfer off-site), the site is to be watered appropriately within one day after the problem has been identified by and/or to the Project Manager/Site Supervisor/Builder. The Owner agrees to provide regular monitoring reports on matters related to dust controls to the County of Brant.

SECTION 10 – DEVELOPMENT CHARGES

- 10.1 The Owner agrees to make payment, if any, of development charges applicable pursuant to the Development Charges By-law, as amended from time to time, applicable at the time of building permit issuance.

SECTION 11 – OCCUPANCY OF BUILDINGS

- 11.1 The Owner agrees to complete all of the terms of this Agreement prior to any use and/or occupancy of the units and/or blocks/properties, notwithstanding receipt of any “Certificate of Inspection Re: Readiness for Occupancy”, that may be issued by the County as a result of completing construction of the building itself pursuant to the Ontario Building Code.

SECTION 12 – SECURITY

- 12.1 The Owner shall upon the execution of this Agreement, lodge an irrevocable Letter of Credit, cash or certified cheque in favour of the County, in an amount equal to the total of 100% of the works in the municipal road allowance and 50% of the on-site works as shown on Schedule “B” Site Development Plans in accordance with the accepted cost estimate. The said cost estimate shall be prepared by the Owner’s consulting engineer and provided to the County for its review and approval. The security lodged with the County shall be released by the County upon completion of all of the terms of this Agreement and upon the satisfaction of the County.
- 12.2 Prior to final release of securities, the following documentation must be provided to the satisfaction of the County:
- (a) Final Completion Certificate issued by a qualified professional certifying that construction of all works shown on the Site Plan and required by this Agreement as shown on Schedule ‘B’ Site Plan have been fully and completely installed, constructed in accordance with the Schedule ‘B’ Site Plan and in accordance with this Agreement;
 - (b) As-Built drawings of the development in paper and digital (AutoCAD & pdf)
 - (c) Lot Grading Certificates.
 - (d) Statutory Declaration.
 - (e) Fire Cistern Inspection Report
- 12.3 Should the Owner fail or neglect to construct or repair or otherwise to perform obligations or to carry out work contemplated by or required by this Agreement, the County may enter upon the development sites and complete or carry out the work in question and otherwise perform the terms of this Agreement.
- 12.4 An entry upon the development sites by the County or its agents or delegates in the manner and for the purposes provided for in this clause shall be as agent for the Owner and shall not be or be deemed for any purpose whatsoever to be acceptance or assumption by the County of services or utilities or any other work or to be a waiver of any breach of this Agreement and the County may, in addition to all other remedies it may have, refuse to issue building permits until the construction of services or utilities is completed or other breach of this Agreement is remedied.

- 12.5 Work carried out by or at the direction of the County pursuant to its rights and obligations under this Agreement shall be at the Owner's expense, which shall encompass all expenses including, without limiting the generality of the foregoing, administrative and legal expenses incurred by the County in carrying out such work.
- 12.6 The County may pay such expenses by deducting them from the security lodged or posted by the Owner pursuant to this Section of this Agreement. Furthermore, such expenses may be also collected in association with the tax bill of the properties/units if insufficient securities exist at the time.
- 12.7 The facilities and works required by this Agreement shall be provided and maintained by the Owner at the Owner's risk and expense and to the satisfaction of the County; and, in default thereof, in addition to any other remedies which may be available to the County, the provisions of Section 446 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

SECTION 13 – REGISTRATION

- 13.1 The Owner agrees that this Agreement shall be registered against the title to the lands as described on the attached Schedule 'A' - Description of Lands, 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 lands. At the expense of the Owner, it shall be the responsibility of the Owner to register the said Agreement forthwith, following execution by all parties and the adoption of the authorizing by-law by Council. The Owner shall provide the County with details of such registration upon completion of same.
- 13.2 The Owner agrees that any future alterations/changes and/or expansions to any component of these sites shall require a new application to the County of Brant, and a subsequent amendment to this Agreement. However, the County agrees that any minor modification to the Site Plan shall, at the discretion of County staff, not warrant such application, provided the intent of this Agreement is not compromised.
- 13.3 The Owner agrees to pay, prior to the registration, any and all peer review costs incurred by the County of Brant with respect to the review of engineering drawings associated with the condominium development.
- 13.4 The Owner agrees to post securities in the amount of \$2500.00 per parcel/unit by way of separate cheque for inspection of all drainage and grading works associated to the construction of the dwellings by municipal officers including any possible involvement of the peer review engineer should such services be required. Any unused portion of the securities shall be refunded without interest to the owner at the satisfactory completion of the condominium development.

SECTION 14 – OWNER'S TITLE

- 14.1 The Owner represents and warrants to the County that, at the date of this Agreement and at the date of the registration of this Agreement upon title, the Owner will be the Owner in fee simple of the Lands free of all liens and encumbrances save and except for those items described on Schedule 'C' - Permitted Encumbrances, attached hereto.

SECTION 15 – OTHERS WITH TITLE INTERESTS

- 15.1 The Owner 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 Lands, all persons having any interest in the lands as Owner, mortgagee, tenant, easement holder or other encumbrancer are as described in Schedule 'C'

- Permitted Encumbrances attached to this Agreement and that each 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 register the executed 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.

SECTION 16 – NOTICE

- 16.1 The Owner hereby indemnifies and saves harmless the County of and from all loss, actions, costs and damages which the County may suffer, or be put to, for or by reason of, or on account of the construction, maintenance or existence of buildings, structures and/or improvements for the subject lands. The County shall notify the Owner by written notice of particulars of all such loss, actions, costs and damages, and in the event that such are not paid within thirty (30) days from the date of mailing of the notice, same may be added to the Tax Collector's Roll and collected in the same manner and with like remedies as taxes under the Municipal Act.
- 16.2 Where any notice is required to be given by one party to this Agreement to another party to this Agreement, such notices shall be given as follows:
- (a) County of Brant,
Director of Development Services Department,
66 Grand River Street North,
Paris, ON. N3L 2M2
 - (b) Karen Fay Clarkson
670 Bishopsgate Road
Paris ON N3L 3E3
- 16.3 It is mutually agreed that notices shall be given by prepaid registered mail and shall be deemed to be given the day following the deposit of said notice in Her Majesty's Post Office.

SECTION 17 – SPECIAL PROVISIONS

- 17.1 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.
- 17.2 The Owner 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 Owner in any such proceeding.
- 17.3 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.
- 17.4 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 this Agreement, mutates mutandis, shall be and remain in full force and effect.

- 17.5 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.
- 17.6 The Owner agrees that the County or designate shall have the right to enter upon the subject lands from time to time to ensure that the terms of this Agreement and any zoning by-law amendment 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.
- 17.7 The Owner agrees that each offer of purchase of all or any part of the Subject Lands shall contain a notice to the purchaser that the storm sewers and appurtenances, snow maintenance and collection of garbage and recycling within the Development are to be the sole responsibility, in perpetuity, of the Vacant Land Condominium after it is created by registration and not the County, in perpetuity.
- 17.8 The Owner agrees that each offer of purchase of all or any part of the Subject Lands shall provide a caution to the purchaser that no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County, in perpetuity.
- 17.9 The Owner agrees that each offer of purchase of all or any part of the Subject Lands shall contain notices advising purchasers that every unit shall have an on-site septic system that includes Tertiary Treatment Unit to remove high nitrates to the satisfaction of the Chief Building Official.
- 17.10 The Owner shall provide a report that all outstanding issues related to a building permit have been resolved to the satisfaction of the Chief Building Official prior to registration of all or any part of the Vacant Land Condominium.
- 17.11 The Owner shall provide a report that all fire routes are to the satisfaction of the Fire Department prior to registration of all or any part of the Vacant Land Condominium.
- 17.12 That prior to final approval of the Vacant Land Condominium, the Owner is to provide details on the structure of the Condominium Corporation and how its declarations address all matters related to the above mentioned Draft Plan Conditions and Development Agreements. The Condominium Corporation is to be registered in the Land Registry Office.
- 17.13 The Owner consents that the County, at its sole discretion, may employ the services of a peer review engineering consultant to review all engineering drawings related to infrastructure for and transportation systems relating to the Development, and possible off-site impacts related to such infrastructure and the transportation systems on the surrounding neighbourhoods. At the time of the execution of the first of the Development Agreements, the Owner shall pay any and all such peer review costs incurred by the County to that date and, in the Development Agreements, the Owner shall commit to paying all such peer review costs incurred by the County thereafter. In connection with these peer reviews, the County will provide the Owner with a schedule of peer review consultant rates and sufficient billing details for each peer review task.
- 17.14 The Owner shall submit a tree planting plan for the common element road to the satisfaction of the County of Brant.
- 17.15 The Owner shall provide a minimum of 5% cash-in-lieu of parkland based upon the value of the land, as determined by a certified appraisal at the expense of the Owner. Or alternatively, the Owner shall provide thirty-four thousand seven hundred and twenty dollars (\$34,720), which is the equivalent of four-thousand

three hundred and forty dollars (\$4,340) times eight (8) lots for parkland purposes.

17.16 That the Owner agrees that all required signage shall be designed, installed and thereafter maintained in accordance with the County of Brant Sign By-law, as amended from time to time.

17.17 That the Owner provides a detailed engineering report prepared by a qualified consulting engineer, documenting the above and underground servicing and other matters deemed necessary by the County, which will ensure the future purchasers a reasonable and adequate maintenance free period for the condominium's common elements. To this end, the installation of services, drainage, landscaping and other fixtures and amenities, have been undertaken as per the registered Agreement.

17.18 The Owner agrees that each offer of purchase of all or any part of the Subject Lands shall provide a caution to the purchaser that traffic volumes and noise associated with the operation of Bishopsgate Road will change on the basis of future infrastructure improvements to the surrounding road network.

17.19 That, prior to the final registration of all or any part of the Condominium, the Owner removes the kennel located on Unit #2, and ensures that all livestock facilities have been decommissioned on the subject lands.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and affixed their seal attested to by the hands of their proper Officers in that behalf.

The Corporation of the County Of Brant

) Per:
)
) _____

) R.E.F. Eddy, Mayor
)
) _____

) Heather Boyd, Clerk
)
) _____

Witness

) _____
) Karen Fay Clarkson

INDEX OF SCHEDULES

SCHEDULE 'A'	Description of Lands
SCHEDULE 'B'	Site Development Plans
SCHEDULE 'C'	Permitted Encumbrances

THIS DEVELOPMENT AGREEMENT made this 8th day of August, 2018,

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the "County"

OF THE FIRST PART

- AND -

KAREN FAY CLARKSON

hereinafter called the "Owner"

OF THE SECOND PART

SCHEDULE 'A'

DESCRIPTION OF LANDS

Part of Lots 2 & 3, Concession 1, former Township of Brantford, designated as Part 1, 2R-8239, County of Brant being all of PIN 32054-0965.

THIS DEVELOPMENT AGREEMENT made this 8th day of August, 2018,

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the "County"

OF THE FIRST PART

- AND -

KAREN FAY CLARKSON

hereinafter called the "Owner"

OF THE SECOND PART

SCHEDULE 'B'

SITE DEVELOPMENT PLANS

Dwg. No.	Revision	Dwg. Name	Dwg. Date
6886-1	4	Lot Grading/Siltation and Erosion Control Plan	July 16, 2018
6886-2	4	Proposed Lane Plan and Profile	July 16, 2018
6886-3	4	Post Development Storm Drainage Areas	July 16, 2018

THIS DEVELOPMENT AGREEMENT made this 8th day of August, 2018,

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the "County"

OF THE FIRST PART

- AND -

KAREN FAY CLARKSON

hereinafter called the "Owner"

OF THE SECOND PART

SCHEDULE 'C'

PERMITTED ENCUMBRANCES

Charge registered as BC79456 on February 28, 2006 in favour of The Toronto-Dominion Bank.

Charge registered as BC130895 on January 3, 2008 in favour of The Toronto-Dominion Bank.