

## DEVELOPMENT AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2024.

B E T W E E N:

**WT LAND CORP**

**-AND-**

**WT LAND LP**

hereinafter called the "**Owner**"  
of the FIRST PART

AND:

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**

hereinafter called the "**Municipality**"  
of the SECOND PART

**WHEREAS** the Owner is the registered owner of those lands municipally known as TOWNPLOT PAISLEY LOTS 1 TO 5 E ALBERT ST LOTS 1 TO 5 W GEORGE ST, Paisley described in more detail in **Schedule "A"** (the "**Lands**");

**AND WHEREAS** the Owner is proposing to develop a portion of the lands to construct two (2) seven (7) unit townhouse Developments (the "**Development**") that will be subdivided in the future;

**AND WHEREAS** the Municipality is the owner and operator of the Existing Watermain, which is located within, or about the highway known as Arnaud Street (Paisley)

**AND WHEREAS** the Municipality has agreed to permit the Owner to undertake the works in relation to the Development, on the condition that the Owner, also complete those additional works as required by the Municipality, as set forth herein, and including without limitation, the upgrading the 4 inch watermain to a 6 inch, install mountable curb and gutter with 18 inch storm sewer pipe, and paved boulevard for the development. ("**Municipal Upgrades**"), for which the Owner shall cover the costs as further described herein;

**NOW THEREFORE** this Agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, promise and agree with each other as follows:

1. The Owner and the Municipality mutually agree that the lands to be subject to this Agreement are the lands described in **Schedule "A"** hereto, and the Owner consents to the registration of this Agreement upon title of the Lands, if deemed necessary by the Municipality.
2. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement, an engineer registered with the Association of

Professional Engineers of Ontario (the “**Engineer**”), in order to provide engineering services with respect to the municipal services set forth in Section 3 below. The Engineer retained by the Owner shall be subject to the prior approval of the Municipality; at the time of entering into this Agreement, the Engineer has been approved as Cobide Engineering., and any replacement or other change thereto shall require the prior written approval of the Municipality.

3. The Owner shall retain the Engineer to provide engineering services with respect to the design and installation of the municipal services set forth below, which shall be in accordance with the current standards and specifications of the Municipality. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the Engineer, shall be subject to the written approval of the Municipality’s Manager of Public Works.
4. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement with an experienced competent contractor approved by the Municipality, without limiting the generality of the foregoing, the Contractor shall be retained by the Owner to perform the following works, in accordance with the approved engineering drawings attached hereto as **Schedule “B”** (the “**Public Works**”):
  - a. To upgrading the 4 inch watermain to a 6 inch,
  - b. Install mountable curb and gutter with 18 inch storm sewer pipe,
  - c. Install a paved boulevard for the development.
  - d. Return the roadway to its original asphalt condition
5. The Municipality has agreed to be responsible for the following
  - a. Provide temporary water
  - b. Provide chlorine and bacterial sampling of the watermain.
6. The Owner and Municipality further agree as follows:
  - a. The parties shall, acting reasonably, mutually agree upon a schedule of works for the completion of the Public Works as soon as practicable following the execution of this Agreement;
  - b. The parties shall be responsible for the costs of the Public Works in accordance with the following:
    - i. The Owner shall be responsible for all costs incurred in relation to the Public Works,
    - ii. The Owner shall be responsible for the Water Capital Recovery Paisley Trunk Main and Water Plant Share as per By-law No. 5-10. The fee for 2024 is \$1900.80 per connection, the fee for 2025 is \$1584.00 per connection
    - iii. The Owner shall be responsible for the water meter and backflow prevention device – ¾” service as per the Municipality of Arran-Elderslie Fees and

Charges (2024 Rate \$658.55 + HST per meter, 2025 rate TBD)

- iv. The Municipality shall be responsible for the costs associated with providing temporary water and provide chlorine and bacterial sampling of the watermain.
  - v. The Municipality agrees to waive the charge to construct Water or Sewer line from main to property line (2024 rate \$4,447.09 for each service water or sewer)
- c. The Owner shall undertake and complete the Public Works in a good and workmanlike manner to the satisfaction of the Manager of Public Works for the Municipality;
  - d. The Owner shall certify that the Public Works, and all noted deficiencies, have been completed, addressed, and performed in conformity with the approved drawings in Schedule "B" prior to the acceptance of the of the Public Works by the Municipality;
  - e. The Municipality, its employees, agents, contractors or any other authorized persons are entitled to inspect the installation of the Public Works, without relieving the Owner from its responsibility to supervise, inspect and be responsible for the said construction and installation; and
  - f. If the work is being performed in a manner that may result in a completed installation that would not satisfactorily meet the Municipality's specifications, in the opinion of the Manager of Public Works, the Municipality is entitled to stop any work and issue instructions to the Owner to take such steps as may be deemed necessary to ensure compliance with the provisions of this Agreement.
7. The Municipality covenants and agrees to accept the Public Works (the "**Acceptance**") if:
- a. The Manager of Public Works receives a certificate from the Owner's Consulting Engineer certifying that all Public Works have been constructed and installed in accordance with the design drawings and the Municipality's specifications; and
  - b. The Manager of Public Works or their designate conducts an inspection and satisfactorily confirms the certification, provided however that Acceptance shall allow for seasonal conditions conducive for inspection by the Municipality and to prevent any delays for Acceptance.
8. The Municipality covenants and agrees to assume the Public Works (the "**Assumption**") if
- a. A certificate of completion from the Owner's Consulting Engineer has been delivered to the Manager of Public Works, confirming that all Public Works have been completed according to the approved design plan and any subsequent approved change orders;
  - b. A statutory declaration from the Owner has been delivered to the Manager of Public Works, confirming that all contractors and subcontractors associated with the construction of the Public Works have been paid and that there is no liability owing to anyone under any circumstances related to the Public Works, that no liens have been registered, and that all applicable *Construction Act* lien periods have expired;

- c. All “as-constructed” drawings of the Public Works have been delivered to the Manager of Public Works; and
  - d. Confirmation that all supplier/maker warranties have been transferred to the name of the Municipality.
9. The Owner covenants and agrees that all Public Works shall vest in the Municipality upon Assumption and the Owner shall have no claims or rights thereto.
10. The Owner covenants and agrees to indemnify, save completely harmless, and defend the, the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, losses, expenses, fines, costs (including legal costs), claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, or construction of any of the Public Works required under this Agreement, or by reason of any defect in workmanship or material in relation to the Public Works.
11. The Owner covenants and agrees that:
- a. At the time of signing the agreement, the Owner shall pay to the Municipality any fees associated with the Development Agreement as per the Municipality’s Rates and Charges By-Law. 2024 fee is \$500.
  - b. Before commencing any of the Public Works, the Owner shall pay to the Municipality a portion of fees associated with the Water Capital Recovery Paisley Trunk Main and Water Plant Share Fee
    - i. The Municipality agrees to allow the payment to be split  
 2024 - 7 units x \$1900.80 = \$13,305.60 prior to the commencement of any Public Works  
 2025 – 7 units x \$1584.00 = \$11,088 prior to the building permit for the development of the townhouse complex (being Lot 5 West Side of George Street)
  - c. Before commencing any of the Public Works, the Owner shall supply the Municipality with all applicable certificates of insurance;
  - d. The certificates of insurance shall be maintained and carried at its own expense in full force and effect with financially sound and reputable insurers;
  - e. The applicable policies of insurance shall include:
    - i. A commercial general liability policy of insurance with limits of no less than five million (\$5,000,000.00) per occurrence in respect of bodily injury and property damage; and
    - ii. An automobile liability policy of insurance with limits of no less than two million (\$2,000,000.00) per occurrence in respect of any of the Owner’s owned or licensed vehicles(s);
  - f. The policy shall name the Municipality as an additional insured and if the policy contains an insured exclusion, the exclusion shall be amended to permit claims by the Municipality against the Contractor, as the named insured;

- g. The Owner shall provide the Municipality with at least (10) days advance written notice in the event of a cancellation or material change in the Owner's insurance policy; and
- h. The Owner shall provide these certificates of insurance satisfactory to the Manager of Public Works, prior to the commencement of the Agreement and at least ten (10) days prior to expiry.
12. The execution of this Agreement by the Municipality shall not be deemed to give any advantageous planning, servicing, financial or other consideration or treatment in favour of the Owner by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement. None of the provisions of this Agreement (including a provision stating the Parties' intention) are intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities.
13. The Owner agrees not to call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and the right to enforce each and every term, condition and covenant herein contained, and this Agreement may be pleaded as an estoppel against the Owner in any case.
14. The Owner acknowledges and agrees that any funds reimbursed to the Owner by the Municipality under the terms of this Agreement, if any, shall be paid without interest.
15. It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto, so require, in order that the Agreement and any other part thereof, shall be construed to have its proper and reasonable meaning.
16. Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change in address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3<sup>rd</sup>) day after mailing. The address for service of each of the parties is as follows:
- Owner:     Name  
              c/o WT LAND CORP & WT LAND LP  
              323110 Durham Rd E  
              RR 1 Durham ON N0G 1R0
- Municipality:     The Corporation of the Municipality of Arran-Elderslie  
                      c/o Clerk  
                      1925 Bruce Road 10, Box 70  
                      Chesley ON, N0G 1L0
17. The following Schedules are attached hereto and form part of this Agreement:
- Schedule "A" – The Lands
- Schedule "B" – List of Approved Plans and Drawings

18. It is declared and agreed that the covenants, Agreements and conditions herein contained on the part of the Owner shall run with the land and shall enure to the benefit of and be binding upon, their respective heirs, executors, administrators, successors and assigns.
19. The Parties agree that this Agreement shall not be amended or removed from title to the Lands (where it has been registered in accordance with Section 1 herein) except where agreed upon in writing by the Municipality.
20. The Owner's covenants herein shall be treated as restrictive covenants which run with the land for the benefit of the adjoining or adjacent lands of the Municipality or such of them as may be benefited thereby and such covenants shall be binding on the Owner, its heirs, executors, administrators, successors and assigns.
21. In the event that the Owner fails to make any payments specified hereunto or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, the Owner shall be declared to be in default under this Agreement.
22. It is expressly understood and agreed that the remedies of the Municipality under this Agreement are cumulative and the exercise by the Municipality of any right or remedy for the default or breach of any term, condition, covenant or agreement herein contained, shall not be deemed to be a waiver of or alter, affect or prejudice any other right or remedy or other rights or remedies to which the Municipality may be lawfully entitled for the same default or breach; and any waiver by the Municipality of the strict observance, performance or compliance by the Owner with any term, condition, covenant or agreement herein contained, or any indulgence granted by the Municipality to the Owner, shall not be deemed to be a waiver of any subsequent default or breach by the Owner or to entitle the Owner to any similar indulgence heretofore granted.
23. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers on that behalf.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024:

THE CORPORATION OF THE MUNICIPALITY OF  
ARRAN-ELDERSLIE

Per: \_\_\_\_\_  
Name: Steve Hammell  
Title: Mayor

Per: \_\_\_\_\_  
Name: Christine Fraser-McDonald  
Title: Clerk

We have authority to bind the Corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024:

NAME

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Corporation.

**SCHEDULE "A"**  
**THE LANDS**

ROLL # 41-03-410-001-20300-0000  
TOWNPLOT PAISLEY LOTS 1 TO 5 E ALBERT ST LOTS 1 TO 5 W GEORGE ST



**SCHEDULE "B"**

**LIST OF APPROVED PLANS AND DRAWINGS**

COBIDE ENGINEERING INC Dwg No 06003-TS Title Sheet First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-ESC 1 – Erosion and Sediment Control Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SP1 – Development Site Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SGR1 Site Grading Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SS1 Site Servicing Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SWM1 Pre-Development Catchment Areas September 2024

COBIDE ENGINEERING INC Dwg No 06003-DET1 Miscellaneous Details 1 Plan First Submission Sep 06/24