

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 025-18**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT (LOT G AND PART OF LOTS H AND I, MACDONALD'S SURVEY BEING SHOWN AS PART 1 ON REFERENCE PLAN 61R-6978 SAVE AND EXCEPT PART 2 ON REFERENCE PLAN 61R-11343, IN THE TOWNSHIP OF WELLINGTON NORTH, IN THE COUNTY OF WELLINGTON – BETTY DEE LIMITED)**

**WHEREAS** Betty Dee Limited ("the Owner") is the Owner of the following lands:

Lot G and Part of Lots H and I, MacDonald's Survey being shown as Part 1 on Reference Plan 61R-6978 save and except Part 2 on Reference Plan 61R-11343, in the Township of Wellington North, in the County of Wellington (hereinafter called "the lands").

**AND WHEREAS** the Owner has applied to the County of Wellington Planning and Land Division Committee (herein called "the Committee") for consents to sever the lands pursuant to Section 53 of the Planning Act into three single family residential building lots for immediate development (the "Development Lands") and a retained lot pursuant Applications Nos. B11/10, B12/10 and B13/10.

**AND WHEREAS** a Development Agreement with the Township is required by the Owners to satisfy Conditions of Approval established by the Committee as authorized by Section 51(25)(d) of the Planning Act and the requirements of Wellington North for the Development of the said "Development Lands".

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH** enacts as follows:

1. The Mayor and the Clerk of the Township are hereby authorized and directed to sign a Development Agreement with the Owners in the form, or substantially in the same form as advised by the municipal solicitor, of the draft Development Agreement attached hereto as Schedule 1.

2. Notice of the Development Agreement shall be registered on the title to the lands forthwith after it has been signed by the parties.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF MARCH, 2018.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

# SCHEDULE 1

## DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the            day of March, 2018.

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
hereinafter called "Wellington North"  
**OF THE FIRST PART**

- and -

**BETTY DEE LIMITED**  
hereinafter called "the Owner"  
**OF THE SECOND PART**

**WHEREAS:**

A. The Owner is the registered owners of the following lands having property identifier number 71054-0171 (LT) with a frontage on Martin Street of 179.29 metres more or less in the geographic area of the former Town of Mount Forest:

Lot G and Part of Lots H and I, MacDonald's Survey being shown as Part 1 on Reference Plan 61R-6978 save and except Part 2 on Reference Plan 61R-11343, in the Township of Wellington North, in the County of Wellington (hereinafter called "the lands").

B. The Owners have applied to the County of Wellington Planning and Land Division Committee (herein called "the Committee") for consents to sever the lands pursuant to Section 53 of the Planning Act to create three single family residential building lots for immediate development (the "Development Lands") and a retained lot pursuant Applications Nos. B11/10, B12/10 and B13/10.

C. The three single family residential building lots to be created under Section 53 of the Planning Act are shown as Parts 1, 2, 3, 4 and 5 on Reference Plan 61R-21068 deposited in the Office of Land Titles for the Division of Wellington (No. 61) on the 28<sup>th</sup> day of March, 2017.

D. This Agreement is being made to address Conditions of Approval established by the Committee as authorized by Section 51(25)(d) of the Planning Act and the requirements of Wellington North for the Development of the said Parts 1, 2, 3, 4 and 5 on Reference Plan 61R-21068 being as of the date of this Agreement vacant lands.

E. The Owners intend to develop the said Parts 1, 2, 3, 4 and 5 for single family residential purposes in the future and works to be constructed or installed under this Agreement by the Owners form part of the works required to assist in the servicing of the Development Lands.

F. Subsection 51(26) and subsection 53(12) of the Planning Act provide that this Agreement may be registered on the title to the lands and that Wellington North is entitled to enforce the provisions of it against the Owners and subject to the Land Titles Act any and all subsequent owners.

**AND WHEREAS** the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Subsection A;

**AND WHEREAS** those plans can be viewed during regular business hours at the Township office 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY WHEREOF THE PARTIES IRREVOCABLY ACKNOWLEDGE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Building Permits.** The Owners covenant and agree not to apply for a building permit for any of the said single family residential building lots being the said Parts 1, 2, 3, 4 and 5 until all of the requirements under paragraphs 2, 5 and 8 of this Agreement have been carried out to the satisfaction of Wellington North.
2. **Prepayment for Future Cork Street Upgrades.** Upon signing of this Agreement, the Owners shall pay the sum of \$29,100.00 to Wellington North by bank draft or a certified cheque as a prepayment of the Owners' share of the cost for future Cork Street widening and urbanization to Wellington North Municipal Servicing Standards in force from time to time, including without limitation concrete curb and gutter, concrete sidewalk and storm sewer. The timing of the said future Cork Street work is uncertain and may be done after the commencement of completion of the owners' intended development.
3. **Martin Street Services.** The Owners shall be responsible for all costs in order to connect the said Parts 1, 2 and 3 to storm sewer, sanitary sewer and water main services on Martin Street. Without limitation, the servicing provided for in this paragraph shall include road restoration on Martin Street, engineering and HST.
4. **The Martin Street Service Requirements Inclusions.** Without limiting the generality of paragraph 3, all of the Martin Street servicing shall be done as one complete project regardless of the timing of the development of the said Parts 1, 2 and 3; compaction of all backfill placed in all service connection trenches shall be done to the Township's requirements and satisfaction.
5. **Grading and Storm Drainage.** The Owners shall at their cost comply with all grading and storm water management requirements of Wellington North with respect to the lands and with respect to the development of the said Parts 1, 2, 3, 4 and 5, including a lot Grading, Drainage and Servicing Plan (Site Plan) prepared by an engineer or Ontario Land Surveyor approved by Wellington North and final lot grading certification by an engineer or Ontario Land Surveyor to the satisfaction of Wellington North.
6. **Obligation to Maintain Grading.** After the lands or any of the said parts have been graded as provided for herein, no change shall be made to the actual finished elevation and grading of any part in any way that results in a material alteration of draining on or across the part or adjacent parts from that approved by Wellington North in accordance with this Agreement. Subsections 51(26) and 53(12) of the Planning Act apply and Wellington North may enforce this provision against the Owners and all subsequent owners of the lands, and in addition or alternatively Wellington North may, in the event that this Agreement is contravened, direct that the contravention be remedied by the Owners or subsequent owners failing which Wellington North may proceed to remedy the contravention at the land owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.
7. **Prevention of Surface Water Flow.** The Owners and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the approved final Site Plan over any of the said Parts 1, 2, 3, 4 and 5 by the construction, erection or placement thereon of any damming device, building, structure or other means. Subsections 51(26) and 53(12) of the Planning Act apply and Wellington North may enforce this provision against the Owners and all subsequent owners of any of the lands, and in addition or alternatively Wellington North may, in the event that this Agreement is contravened, direct that the contravention be remedied by the Owners or subsequent owners failing which Wellington North may proceed to remedy the contravention at the lot owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

8. **Security.** Prior to the commencement of any of the servicing required under paragraphs 3 and 4 the Owners shall file with and deliver to Wellington North either a banker's draft made payable to Wellington North or an irrevocable Letter of Credit satisfactory to the Clerk, to guarantee all the provisions of this Agreement pertaining to Martin Street the cost of which the Owners must pay in the principal sum of TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00) (which represents 100% of the approved estimated cost of the Owners' obligations under paragraphs 3 and 4 herein). The said banker's draft or Letter of Credit shall be kept in full force and effect until such time as the Owners' engineer confirms at the Owners' expense that the Owners have carried out the works and obligations provided for in paragraphs 3 and 4 this Agreement. For purposes of this paragraph the reference to a Letter of Credit means a Letter of Credit from a Canadian chartered bank which is irrevocable and can be drawn upon at any time by Wellington North without question.
9. **Wellington North's Professional Fees and Disbursements.** The Owners shall reimburse Wellington North for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement and further the Owners shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to Wellington North on or before the signing of this Agreement as a deposit towards the said professional fees and disbursements. Without limiting the foregoing, the Owners shall reimburse Wellington North for all of Wellington North's own engineering costs relating to approvals required from Wellington North under this Agreement.
10. **Registration of Agreement.** Prior to the issuance by Wellington North of a clearance letter to the Wellington County Land Division Committee of the severance conditions for Applications B10/10, B11/10, B12/10 and B13/10, this Agreement shall be registered in the Land Titles Office for Wellington (No. 61) by or in a manner approved by Wellington North's solicitor.
11. **Waiver.** The failure of Wellington North at any time to require performance by the Owners of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Wellington North of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Wellington North shall specifically retain its rights at law to enforce this Agreement.
12. **Insurance.** The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Two Million (\$2,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
13. **Postponement and Subordination.** The Owners covenant and agree, at their own expense, to obtain and register such documentation from their mortgagees or encumbrances as may be deemed necessary by Wellington North to postpone and subordinate their interest in the lands to the interest of Wellington North to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving the mortgagee and/or encumbrances their interest in the lands.
14. **Enforcement.** The Owners acknowledge that Wellington North, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

15. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to Wellington North and its successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by the Party of the First Part as of the        day of March, 2018:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

Per:

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ANDREW LENNOX - MAYOR

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KARREN WALLACE, CLERK

We have authority to bind the corporation.

IN WITNESS WHEREOF this Agreement has been signed by the Party of the Second Part as of the        day of March, 2018:

**BETTY DEE LIMITED**

Per:

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Diane McDonald, President