

SECTION 41 DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN:

hereinafter called the "Owner"

of the FIRST PART;

and

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

hereinafter called the "Township"

of the SECOND PART;

WHEREAS the Owner represents that it is the owner of the lands described in Schedule 'A' and shown on Schedule 'B' to this Agreement;

AND WHEREAS the Township passed the Official Plan Section 6.10(b) requires to impose the provisions of Section 41 of The Planning Act, R.S.O. 1990, as amended, where there is development of redevelopment of land or buildings in the municipality.

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in subsection (4) of Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the premises and the sum of ONE DOLLAR (\$1.00) paid to the Township by the Owner (receipt whereof is hereby acknowledged and in consideration of the Township approving the plans and drawings for the development of lands described in Schedule 'A' and shown on Schedule 'B' attached hereto, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

- 1) The Owner has agreed to provide to the satisfaction of the Township, plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith, and all facilities and works required under this Agreement. A description of such plans submitted for the approval of the Township is provided in Schedule 'B' attached hereto.
- 2) The Owner agrees that the plans referred to in Clause 1 of the Agreement shall be in such details as required by the Township and shall provide any or all of the following as solely determined by the Township:
 - a) widening of highways that abut on the land;
 - b) subject to Public Transportation and Highway Improvement Act, R.S.O. 1990, facilities to provide access to and from the lands such as access ramps and curbing and traffic direction signs;
 - c) off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles and surfacing of such area and driveways;
 - d) walkways, including the surfacing thereof, and all other means of pedestrian access;
 - e) facilities for the lighting, including floodlighting, of the land or any building or structure thereon;
 - f) walls, fences, hedges, trees, shrubs or other ground cover or facilities for landscaping of the lands or the protection of adjoining lands;
 - g) vaults, central storage and collection areas and other facilities and enclosed for the storage of garbage and other waste materials;

- h) easements conveyed to the municipality for the construction maintenance or improvement of watercourses, ditches, land drainage works and sanitary sewerage facilities on the land;
 - i) grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any building or structure thereon.
- 3) The storm water infiltration facility will be inspected periodically to ensure that long-term standing water is not present. The inspections will be carried out at least two times per year, or after any significant rainfall event (25mm or greater). Standing water over a long period may indicate that the coarse native material will be removed and the pond bottom scarified to reestablish the appropriate infiltration rate.
 - 4) The Owner agrees that all facilities, works and matters required by this agreement shall be provided and maintained at their sole risk and expense and the satisfaction of the Township and that in default thereof the Township may perform such requirements at the expense of the Owner and such expense may be recovered by the Township in like manner as municipal taxes within the meaning of Section 325 of the Municipal Act R.S.O. 1990, Chapter 302, as amended.
 - 5) The Owner hereby grants to the Township, its servants, agents and contractors a license to enter the lands described in Schedule 'A' attached hereto for purpose of inspection of the works and the lands or any for any other purpose pursuant to the right of the Township under this Agreement.
 - 6) The covenants, agreements, conditions and understandings, herein contained on the part of the Owner and Party(ies) of the Third Part, if any, shall run with the lands and shall ensure to the benefit of and be administrators, successor and assigns, as the case may be, and shall be appurtenant to the adjoining highways in the ownership of the Township.

IN WITNESS WHEREOF the Owner has hereunto (set their hand and seals) and the Township has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

In the Presence of

Owner:

Authorized Agent for

The Corporation of the Township of North
Dumfries:

Mayor

Marvin Bosetti
Clerk - Treasurer

WE HAVE THE AUTHORITY TO
BIND THE CORPORATION

SCHEDULE 'A'

Legal description of the affected property:

Lot , Registered Plan
Township of North Dumfries
Regional Municipality of Waterloo

SCHEDULE 'B'

Drawing Prepared By:

Drawing Reference Number:

Project Number:

Applicable Date of Drawing: