



**DEVELOPMENT AGREEMENT
(Queen Valley Plan of Subdivision)**

THIS AGREEMENT made (in triplicate) this 29th day of January 2018

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Town",

OF THE FIRST PART

-and-

CRISTINA PORRONE,

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner warrants that it is the Owner of Pt. Lot 11, Concession 2, Eastern Division, & Pt. of Road Allowance between Conc. 1 & 2, formerly Gosfield South, Parts 1, 2, 3 and 4 on Plan 12R-25761, formerly in the Township of Gosfield South now in the Town of Kingsville, County of Essex, Ontario and hereinafter referred to as the "subject lands";

AND WHEREAS the subject lands are more particularly described in the legal description contained within Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the development consists of 130 single detached dwelling lots and 12 Blocks as depicted on Schedule "B" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner agrees and covenants that all development of the subject lands shall be in accordance with the terms of this Agreement;

AND WHEREAS the Town has certain design criteria which the Owner's construction and installation of services must comply with or exceed, which design criteria are contained in the Town's Development Standards' Manual (the 'Development Manual'), as amended from time to time, this Agreement and the approved engineering drawings;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the aforesaid premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owner to the Town, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

1. SCHEDULES ATTACHED:

SCHEDULE 'A' - Legal Description

SCHEDULE 'B' - Plan of Subdivision and Site Services Plans

(prepared by Brian Coad, OLS, signed and dated (March 10, 2017)

SCHEDULE 'C' - Municipal Services Requirements

SCHEDULE 'D' - Phasing Plan

Large format plans, attached hereto as schedules and forming part of this agreement, are available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

2. DEFINITIONS

- 2.1 'Development Manual' – refers to the Town of Kingsville's Development Manual, as amended from time to time, and in force and effect at time of construction.
- 2.2 'The Planning Act' – refers to the Planning Act, R.S.O. 1990, c.P. 13 as amended from time to time.
- 2.3 'The Authority' – refers to the Essex Region Conservation Authority (ERCA) having jurisdiction over regulated lands.

3. CONSULTING ENGINEER

The Owner shall retain or employ, at the Owner's expense, an engineer registered by the Association of Professional Engineers of Ontario to perform the following:

- a) Design and submit to the Town, engineering drawings of all services required under this Agreement;
- b) Prepare any contracts necessary for the construction of all services required under this Agreement;
- c) Forward requisite documentation to obtain from municipal, provincial and federal authorities any approvals necessary for all services required under this Agreement;
- d) Submit to the Town, prior to the commencement of any construction, A report showing existing elevations and the proposed method of drainage of the lands served by all services required under this Agreement;
- e) Arrange for all survey and layout work required for the construction for all services required under this Agreement;
- f) Maintain all records of construction of all services required under this Agreement;
- g) Submit to the Town all required record drawings of all details, elevations and drawing of all services required under this Agreement;
- h) Be responsible for the coordination of all services required under this Agreement; and
- i) Visit the site of the said works as requested by the Town for any reasons related to all services required under this Agreement;

all in accordance with the Development Manual that is in force and effect at the date of construction.

4. TOWN'S REVIEW AND INSPECTION SERVICES

- 4.1 The Town, at its option, may retain a professional engineer and/or inspector in the Province of Ontario for the purpose of:
 - a) Reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
 - b) Supervising the installation of the works required by this Agreement.

The fees, expenses and charges of such professional engineer and/or inspector shall be payable by the Owner to the Town upon demand. The engineer or inspector's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering or relevant inspecting profession for like work.

5. PHASES

- 5.1 The Owner agrees to development of the subject lands in phases in accordance with the following and in compliance with the Plan attached hereto as Schedule 'D':

- Phase 1a - Lots 12 to 23, inclusive, Lots 76 to 79, inclusive and Lots 104 to 107 inclusive, Street 'B', Street 'G' and that portion of Street 'D' included in Phase 1a;

- Phase 1b - Lots 1 to 11, inclusive, Lots 108 to 113 inclusive, Lots 128 to 130, inclusive, Street 'A' and that portion of Street 'D' include in Phase 1b;
- Phase 2 - Lots 114 to 127 inclusive and that portion of Street 'D' included in Phase 2.
- Phase 3 – Lots 80 to 103, inclusive and Street 'B'.
- Phase 4 – Lots 24 to 37, inclusive and Lots 64 to 75 and Street 'F'.
- Phase 5 – Lots 38 to 63, inclusive and Street 'C'.

5.2 The Owner shall, at its sole expense and to the Town's satisfaction, submit all necessary site servicing plans, design plans and drawings, securities and any other fees, and any other requirement deemed necessary for the approval by the Town prior to the initiation of each of the phases.

5.3 The Owner agrees that no additional phase of development shall proceed until each existing phase has been completed to the satisfaction of the Town.

5.4 The Owner shall, at its sole expense and to the Town's satisfaction, provide for secondary access for all street in excess of 150 m as follows:

Phase 1a – a temporary secondary access shall be constructed and maintained, including snow removal, regular grading and dust control by the developer as a construction route and emergency access only from the end of Street 'B' to County Road 34;

Phase 3 – a temporary secondary access connection for emergency purposes only shall be constructed and maintained, including snow removal, regular grading and dust control by the developer between the end of Street 'E' and Street 'D', and Phase 4 – a temporary secondary access connection for emergency purposes only shall be constructed and maintained, including snow removal, regular grading and dust control between the end of Street 'F' and Street 'E' to the existing temporary secondary access connection between Street 'E' and Street 'D'.

6. REQUIRED SERVICES AND FACILITIES

6.1 The Owner shall, at its sole expense and to the Town's satisfaction, supply, construct and install all services and facilities required for this development including but not limited to storm sewers, lot grading, driveway approaches, road boulevards, roadways, road bridge culvert sidewalks, storm water management facilities, hydro services, watermains and street lighting in accordance with the manner, location and design shown in the engineering drawings specific to this development, approved by the Town and in accordance with the terms of this Agreement and the Development Manual current at the time of construction, including any specific detailed requirements contained within Schedule B and C of this Agreement.

6.2 Any upgrades and connections to existing municipal services required as a result of this development shall be paid for by the Owner. No work shall be commenced until the engineering drawings have been approved by all requisite government authorities and the Town. Before the Town will issue its approval, it requires the filing of all required government approvals.

6.3 Services shall be designed and installed in accordance with:

- a) Sound engineering practices;
- b) The Town's standards as described in its Development Manual and installed in compliance with the Development Manual standards in force and effect at the date of installation;
- c) The criteria established by any governmental utilities having jurisdiction, including but not limited to Hydro One, the Ministry of the Environment, the County of Essex, the Ministry of Environment, the criteria established in this Agreement.

6.4 The Owner agrees to landscape Block "132, & 133" (Storm water Detention Pond) in co-operation with, and to the satisfaction of the Town and at the Owner's expense.

7. SANITARY SEWAGE TREATMENT AND POTABLE WATER SUPPLY

- 7.1 The Town agrees to provide potable water supply and sanitary sewage treatment to the 130 single detached residential lots within the Queen Valley Residential Development.
- 7.2 The Owner agrees to construct all water supply and sanitary sewage systems and connect each property at the Owners expense and to the satisfaction of the Town.

8. CONSERVATION AUTHORITY REQUIREMENTS

- 8.1 The Owner agrees that no construction or placing of fill on the site shall take place prior to obtaining a permit from the Essex Region Conservation Authority (the Authority) where the subject property is within an area regulated by the Authority. The Owner shall flood proof the lands to a minimum elevation satisfactory to the Essex Region Conservation Authority.
- 8.2 The Owner agrees to obtain all necessary permits and approvals from the Authority prior to any site works occurring on the lands.
- 8.3 The Owner agrees to construct all storm water management facilities and connect each property to storm water facilities and install associated services, as approved by the Authority and the Town, prior to any other site works and prior to lot grading and construction on any lands within the Plan.
- 8.4 The Owner agrees to provide as part of the storm water management plan for the development the proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction.
- 8.5 The Owner agrees to implement the recommendations (Appendix 'A') of the Environmental Impact Assessment (EIA) completed by Biologic Incorporated, dated November 20, 2016.
- 8.6 The Owner agrees to provide confirmation in writing that all of the recommendation of the Environmental Impact Assessment (EIA) referred to in Item 8.5 have been implemented to the satisfaction of the Municipality and the Essex Region Conservation Authority.
- 8.7 The Owner, shall prior to site alteration of any kind, and final approval by the County of Essex, complete and implement the recommendations contained in the 'Letter to Proponent (AYL-L-053-16)', along with any other letters/authorizations/directions from the Ministry of Natural Resources and forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.
- 8.8 The Owner, shall prior to site alteration of any kind, and prior to final approval by the County of Essex, provide a clearance letter from the Department of Fisheries and Oceans (DFO) confirming compliance with the requirements of the Fisheries Act and the Species at Risk Act (SARA).

9. CONVEYANCES AND CONTRIBUTIONS

- 9.1 The Owner shall deed to the Town, for the use as public highways, all road allowances shown on the Plan as Street 'A' (Queen Valley Drive), Street 'B' (Molise Boulevard), Street 'C' (Dolce Vita Avenue), Street 'D' (Villacanal Drive), Street 'E' (Sannita Avenue) and Street 'F' (Serenity Way) and shall name all road allowances in a manner satisfactory to the Town. The transfer shall be gratuitous.
- 9.2 The Owner shall establish and convey Block 138, 139, 140, 141 and 142 as one foot reserves as shown on Schedule 'A'.

9.3 The Owner shall also establish and convey one-foot reserves as follows:

- i) at the end of Street 'B' (Phase 1a);
- ii) Street 'D' Phase 2 and along Lots 53 & Lot 54 and at the beginning of Street 'C';
- iii) at the end of Street 'E' (Phase 3), and
- iv) at the end of Street 'F' (Phase 4),

the above noted one foot reserves will be conveyed to the Town and only dedicated as Town road allowance as deemed appropriate and upon completion of the applicable Phase(s).

9.4 The Owner shall deed as follows

- i) Block 131 and 133 for the relocation of the Esseltine Drain;
- ii) Block 132 for the storm water retention pond;
- iii) Block 134 and 135 for preservation of the environmentally sensitive area located behind Lot 34 to Lot 53, inclusive, and
- iv) Block 136 and 137 for access to and maintenance of the Esseltine Drain.

The transfers shall be gratuitous.

9.5 The Owner agrees to sign the drainage improvement petition for the Esseltine Drain improvements and agrees not to oppose any drainage works proposed by the Town to be constructed pursuant to the provisions.

9.6 The Owner shall convey to the Town, or the appropriate authority, upon demand, without cost and free of encumbrance, any and all easements as may be required by the Town, the applicable hydro authority, Bell Canada including an easement for switching equipment, Cable T.V., Union Gas and/or any other applicable utility. Such easements may be through, over or under the lands in the proposed subdivision internal thereto and may be required for drainage purposes, sewers, hydro, water mains, telephone or any other purpose as deemed necessary. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility, and at the expense of the Owner.

10. PARKLAND DEDICATION

10.1 The Owner is required to pay cash-in-lieu of parkland calculated in accordance with the Planning Act, R.S.O. 1990, c.P. 13, Subsection 42 and in accordance with the Town's Fees and Charges By-law and based on the applicable park fee per lot for 130 new lots as required in the Development Manual and due at the time of building permit issuance.

11. DEVELOPMENT CHARGES

11.1 The Owner is required to pay Development Charges in accordance with the Town's Development Charges By-law.

11.2 The Owner further agrees to insert in all offers of sale and purchase the following clause:

"NOTE: The Corporation of the Town of Kingsville has entered into a Development Agreement regarding the subject lands whereby the Owner of the subject land is required to pay the applicable Development Charges in accordance with, the Town's Development Charges By-law, as amended or replaced, and such charges are required to be calculated and paid at the time of building permit issuance."

11.3 The Owner or any other person, upon making application to the Town for a building permit for the erection of a building or buildings on the subject lands shall pay to the Town such development charges in accordance with the by-laws and policies in force at the time of application of the building permit.

11.4 The Owner undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies subsection 59(4) of the Development Charges Act which requires that a Development Charge:

- a) Adjusted to the date of payment, with respect to water supply services, storm drainage services, transportation services and electrical power or energy services shall be calculated and payable at the time of building permit issuance;
- b) Adjusted to the date of payment, with respect to general government services, fire protection services, police protection services, parks and recreation services, library services and health services, shall be collected prior to the issuance of a building permit based on the type of dwelling unit described in the building permit application;
- c) In force at the time, for Education or Upper Tier purposes, shall be collected by the Town, at the rate of the day, upon the issuance of a building permit and forwarded to the appropriate body.

12. PLANNING DOCUMENTS

The Owner agrees to conform to and comply with all requirements of the Official Plan and Zoning By-law that pertain to the subject lands.

13. TENDERS

In the event that the Owner shall call for tenders for any of the work herein required, such tenders shall be called on the basis of the specifications prescribed in this Agreement and the Development Manual. The Owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful tenderer for any such work upon request. The amounts of the accepted tenders will be used as the basis to determine the required securities. When construction is to be completed by the Owner, the cost shall be estimated by the Owner's engineer and shall be approved by the Town.

14. PERFORMANCE SECURITIES

14.1 So as to assure the performance by the Owner of the terms and provisions of this Agreement, the Owner shall deposit with the Town securities in accordance with the Development Manual and this Agreement and to the satisfaction of the Director of Municipal Services for the Town in the amount of **\$TBD** or 50% of the awarded tender price for all services for the plan, whichever is greater, and to be deposited with the Town prior to the initiation of the installation of any services. Securities shall be provided as cash, an irrevocable Letter of Credit or a Subdivision Bond, each of which must be in a form satisfactory to the Town.

14.2 It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this Agreement, the Town shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfill those terms and conditions in respect of which the Owner is in default.

14.3 It is also the intent herein that if the Owner fails in the performance of any of the terms and conditions of this Agreement, the Town at its option, may refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town requirements and this Agreement, may have been entitled to receive. The Town may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until the Town is satisfied that any default in question shall have been remedied.

14.4 No performance security will be released until the Owner has filed a maintenance security in accordance with the Development Manual and this Agreement.

14.5 The refund of any monies paid by the Owner pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

15. INDEMNITY AND INSURANCE

Until the Owner receives final acceptance of the works from the Town, the Owner agrees to indemnify and save the Town harmless from and against all actions, claims loss, damage and liability connected with the installation and maintenance of said works. The Owner shall also maintain insurance in accordance with the requirements of the Development Manual.

16. ACCEPTANCE OF WORK

The Town will accept the works required by this Agreement in the manner described in the Development Manual.

17. MAINTENANCE SECURITIES

The Owner agrees to deposit Maintenance Securities in the manner described in the Development Manual.

18. BUILDING PERMITS

The Owner acknowledges that building permits for the construction of dwelling units shall not be issued until such time as the requirements for issuing building permits established in the Development Manual are satisfied.

19. MODEL HOMES

The Town agrees to allow the construction of not more than 2 units per Phase of development in accordance with the requirements pertaining to model home construction contained in the Development Manual.

20. COSTS

The Owner shall pay to the Town all costs for engineering, planning and legal services incurred by the Town with respect to services in connection with the proposed development and/or the preparation and administration of this agreement within thirty (30) days of notification thereof by the Town.

21. SUBDIVISION TREES

21.1 The Owner agrees to pay cash-in-lieu of tree planting in the applicable amount at the time of development per property and due at the time of registration of each phase of development.

21.2 The Owner agrees to preserve and maintain the mature trees presently located on the Plan. The Owner shall provide wording in all offer to purchase agreements identifying the preservation and maintenance of the mature trees located on each lot. Should a mature tree need to be removed from the property, request for approval from the Town is required through written correspondence.

22. APPLICABLE LAWS

22.1 Notwithstanding the issuance of a building permit, the Owner shall continue to be responsible for complying with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and Regulations as applicable, and any obligation to obtain any approval, permit, or clearance required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- 22.2 The Owner shall cause to be done or refrain from doing any act or thing as directed by the Town if at any time, the Town considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws as set out above. If the Owner fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Owner and in this regard, the Town also shall be entitled to draw upon any security filed by the Owner under this Agreement.
- 22.3 The Owner covenants and agrees to indemnify and save completely harmless the Town and its agents, contractors and employees from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the Owner's failure to comply with the foregoing statutes, laws, by-laws, regulations, ordinances, orders, policies and requirements.

23. POSTPONEMENT AND SUBORDINATION

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Town to postpone and subordinate their interest in the subject lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the subject lands.

24. ENFORCEMENT

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444-446 of the Municipal Act, S.O. 2001, c.25 as amended.

25. GENERAL

- 25.1 The Owner agrees to include the following wording in all offers of purchase and sales agreements for each lot:

"Purchasers of lots within the Queen Valley Plan of Subdivision must be aware that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity."

- 25.2 The Owner agrees to install and maintain a five foot height chain link fence of a design satisfactory to the Town along the rear of Lots 34 to 53 and post warning signage outlining that the area is environmentally sensitive, prohibits dumping, and trespassing and that the fencing is not to be removed as per the terms of this agreement. The fencing is to be installed prior to commencement of any works on the lands affected by Condition 25.2.

- 25.3 The Owner agrees to make the necessary arrangements with Canada Post and the Town (Municipal Services) for the provision of suitable mail delivery methods which may include the installation of Canada Post Community Mailboxes and that such will be installed at the sole cost and expense of the owner.

- 25.4 The Owner agrees that prior to final approval by the County of Essex, the Owner shall provide, to the satisfaction of the Town and the County documentation from the Ministry of Tourism, Culture and Sport, verifying that the archaeological report completed by PD Consulting has been accepted by the Ontario Public Register of Archaeological Reports and that the site has no cultural value or interest.

The Owner agrees that should deeply buried archaeological material be found during the construction, The Ministry of Tourism, Culture & Sport shall be immediately notified.

- 25.5 The Owner agrees that in the event that human remains are encountered during construction, the proponent shall immediately contact the Ministry of Tourism, Culture and Sport, the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services as well as the local police and coroner.

- 25.6 The Owner agrees to provide for approval to the Town a street lighting plan to be designed in compliance with the Development Manual prior to the installation of services.
- 25.7 The Owner agrees to install and implement all features of the approved lighting plan as approved by the Town.
- 25.8 The Owner agrees to design, install and maintain a subdivision sign, of a size, location, ease of access and quality satisfactory to the Town, at the entrance of each Phase of development showing the following:
- i) Street layout
 - ii) Street names if determined
 - iii) Lot pattern
 - iv) Storm water pond location
 - v) Pump or lift station location(s)
 - vi) Community Mail box location(s)
 - vii) Housing type (singles, semis, townhouses)
 - viii) Phasing (if applicable)
 - ix) Park location (if applicable)
 - x) Sidewalk location(s)
 - xi) Multi-use path(s)
 - xii) Contact information including websites
- 25.9 Should the Owner decide to construct a gateway feature with landscaping at the entrance to the plan of subdivision, the Owner agrees such gateway feature shall be of a size, design and location as approved by the Town.
- 25.10 The Owner's Engineer shall be responsible for coordinating the installation of all services, in conjunction with the Town's Director of Municipal Services.
- 25.11 The Owner shall submit to the County of Essex and the Town of Kingsville a computer disk containing a digitized copy of the Final Plan in a format acceptable to the County and Town.
- 25.12 The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or subcontractors to any land, roadways or property of the Town resulting from faulty materials or poor quality workmanship, up to and including the final acceptance of the works by the Town.
- 25.13 The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charged against the subject lands up to the date hereof and the execution of this Agreement. In addition, the Owner shall pay to the Town all current taxes due at any time hereafter while the subject property is in development and the Owner is the owner of the lands or any part thereof. The Town shall be entitled to refuse any building permits in the event that there are any arrears in taxes with respect to any of the building lots in the development at the time of application for any building permit.
- 25.14 The Owner shall keep the lands in a state of good repair (including snow plowing up to the conclusion of the maintenance period) and upon written notice from the Town, shall correct deficiencies in the state of repair arising from poor quality workmanship or materials within ten (10) days thereof. The Town, at its option, reserves the right to enter the subject lands and correct any deficiencies at the Owner's expense.
- 25.15 The Owner shall keep all vacant lands maintained as follows:
- i) cropped or;
 - ii) graded, seeded with grassed and mowed no less than bi-weekly or;
 - iii) graded with proper weed control;
 - iv) free of all garbage, debris and construction waste

Stockpiling of any material shall be limited to soil from the subject lands and must maintain a setback from any existing residential development of 30 m (100 ft.). Stockpiles will be limited in height to 4.5 m (15 ft.) and maintained similar to that of the vacant lands. Any long-term (greater than 6 months) stockpiles

subject to wind or water erosion shall be maintained with a grass cover to prevent such erosion.

- 25.16 This Agreement shall be registered against the subject lands described herein. It is understood and agreed that the Town, at the request of the Owner, may release specific lots from the conditions of this Agreement if the Owner or its assignee has fulfilled all obligations hereunder with respect to such lots.
- 25.17 Any topsoil removed from the subject lands during grading operations shall be stockpiled on the subject lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the boundaries of the subject lands up to the end of the maintenance period without the approval of the Town.
- 25.18 The Owner shall request from the Town allocation of municipal street numbers and hereby agrees to inform any purchaser of a lot from the Owner of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.
- 25.19 In the event of any testing of services to determine their acceptability to the Town, a certificate of any registered professional engineer designated by the Town as to the sufficiency of such test shall be deemed satisfactory to warrant acceptance thereof by the Town. The Town Council, at its sole discretion, may however, rely upon the like certificate by the Owner's engineer.
- 25.20 This Agreement shall enure to the benefit of and be binding upon the Town and the Owner, their respective successors and permitted assigns.
- 25.21 This Development Agreement and everything contained herein is in force and effect for the five year term and will require an application by the Owner and the consent of the Town to extend this agreement beyond **January 29 2022**.
- 25.22 In the event that the owner fails to observe, perform or fulfill any of the terms and conditions of this Agreement or neglects to proceed with the construction of the works or services required for the subject lands within five years from this agreement dated **January 29, 2018**, or in the event that the work and services are not constructed or located in the manner provided for in the engineering drawings and other drawings or in accordance with the specifications approved by the Town, then upon the Municipal Clerk giving fourteen (14) days notice by prepaid registered mail to the Owner with respect thereto, the Town may, but need not, without further notice enter upon the subject lands and proceed to supply all materials and do all necessary works (including the repair or reconstruction of faulty work and the replacement of defective materials not in accordance with the specifications or the drawings) and to charge the cost thereof together with the requisite fees for any engineering and administration to the Owner who shall forthwith pay the same on demand. If the Owner shall fail to pay the cost thereof within fifteen (15) days of demand, the Town shall be at liberty to recoup its costs by recovering the same by realizing on the Performance Securities deposited by the Owner without requiring the consent of the Owner before taking action in that connection. Any entry upon the subject lands by the Town for this purpose shall not be deemed for any purpose of this Agreement or for any purpose whatsoever as an acceptance of or an assumption of the service or works by the Town. The rights set forth herein are in addition to any other rights the Town may have in pursuance of this Agreement or at law or in equity.

25.23 Any notice to be given by the Town to the Owner, or by the Owner to the Town, shall be sufficiently given if made in writing and delivered personally or addressed in accordance with the addresses listed below and forwarded by means of facsimile communication or by prepaid registered mail and in the event that such communication is forwarded by facsimile, it shall be deemed to have been received on the day of transmission of such communication and in the event of registered mail, upon the fifth day next following the date of deposit of such notice in a government post office.

Town	Owner
CLERK, TOWN OF KINGSVILLE, 2021 DIVISION ROAD NORTH, Kingsville, Ontario N9Y 2Y9 Phone:(519) 733-2305	CRISTINA PORRONE PO BOX 359 1811 Talbot Road R.R. #1 KINGSVILLE, ONTARIO PHONE:(519)800-1579

- 25.24 The Owner shall immediately advise the Town and the Ministry of the Environment should waste materials or contaminants be discovered during the development of the subject lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the Environmental Protection Act, as amended from time to time, if required by the Minister of the Environment.
- 25.25 Time shall be of the essence in respect of this Agreement. No default shall be deemed to have occurred in the event that the Owner is not able to meet its obligations hereunder due to war, riot, hurricanes, tornadoes or other acts of God, strikes and work interruptions, or civil disobedience, provided that the Owner continues to meet its obligations hereunder as soon as possible after the cessation of such event.
- 25.26 The Owner and the Town agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement, shall remain valid and not terminate thereby.

IN WITNESS WHEREOF the Owner and the Town have respectively hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf this **29th day of January, 2018.**

SIGNED, SEALED & DELIVERED

WITNESS

CRISTINA PORRONE

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

SCHEDULE 'A'
LEGAL DESCRIPTION

The lands subject to this agreement and owned by **Cristina Porrone** are described as follows:

PART LOT 11, CONCESSION 2, EASTERN DIVISION and PART OF ROAD ALLOWANCE BETWEEN CONCESSION 1 and 2, former Gosfield South, now in the Town of Kingsville, in the County of Essex.

SCHEDULE 'C'

DETAILS REGARDING SPECIFIC MUNICIPAL REQUIREMENTS

E.1 STORM WATER MANAGEMENT REQUIREMENTS

- E.1.1 The Owner agrees to provide and construct the stormwater management works in accordance with the site service drawings prepared by R. C Spencer Associates Inc. dated July 16, 2015.
- E.1.2 The Owner agrees to have the storm water management facilities, stormceptor installed and connections completed prior to the installation of the site services for the plan of subdivision.
- E.1.3 The Owner agrees to provide to the Director of Municipal Services at the Town all required Ministry of Environment and the Authority permits and approvals prior to the commencement of work.
- E.1.4 The Owner shall:
- a) conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this plan of subdivision and,
 - b) Maintain an inspection log which shall be made available for review by the municipality and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits.
- E.1.5 The Owner agrees to provide gratuitous and free from encumbrances, easements over lands required for constructing and maintaining the stormwater management system and the stormwater management works. Such easements shall be in such form and content as may be approved by the Town's Solicitor.
- E.1.6 The Owner agrees that the storm water management infrastructure is to be constructed and installed prior to the installation and construction of the site servicing for the Plan.

E. 2 LOCAL SCHOOL BOARDS

E. 2 .1 The Owner agrees to:

- a) Consult with, and locate school bus pick-up zones or sidewalks to the satisfaction of the local school boards;
- b) Include the following clause in all offers to purchase, agreements of sale and purchase or lease:

"Purchasers/Lessees of this lot are advised that students may not be able to attend the closest elementary or secondary school and could be bused to a distant school with available capacity and that the present existence of such a school is not a guarantee of its future availability."
- c) Provide a hard surface pad to facilitate a bus stop connected with the required sidewalks and/or multi-use trail, designed and installed to the satisfaction of the Town;
- d) Locate and construct the subdivision mailbox in compliance with specifications and direction from Canada Post Corporation.

E. 3 MUNICIPAL ROAD CONSTRUCTION

- E.3.1 The Owner agrees to construct all streets as depicted on the Plan, at its expense, and in accordance with the Town's Development Standards Manual.
- E.3.2 The Owner agrees to construct the extension of Road 2 E from the easterly property line of 1690 Road 2 E to the beginning of Street 'G' in accordance with the Town's Development Standards Manual.
- E.3.2 The Owner agrees to ensure that all newly constructed roadways are blocked from public access until such time as the roads have been accepted on maintenance by the Town.

E. 4 CONSTRUCTION TRAFFIC

The Owner agrees that all construction traffic will use County Road 34 and the Owner will be responsible for any damages to this road. The replacement level for damages will be determined by the Director of Municipal Services and will be documented in the pre-construction minutes prior to the commencement of construction. The damages as aforesaid shall be paid by the Owner to the Town prior to the issuance of building permits for the development.

E. 5 STREET NAMES

The Owner agrees to name the streets shown on Draft Plan 37T-13002 to the satisfaction of the Town and shall present the proposed names to Council for consideration and approval by resolution prior to dedication of the right-of-way to the Town:

E. 6 STREET LIGHTS

The Owner agrees to install sufficient streetlights to satisfy RP-8 standards, (with consideration to upgrade to LED) in compliance with the Town of Kingsville Development Manual and in a location and design to the satisfaction of the Manager of Development Services and the Director of Municipal Services for the Town."

[illegible]