



**DEVELOPMENT AGREEMENT
(Stockwell Development)**

THIS AGREEMENT made (in triplicate) this 10th of July 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Town",

OF THE FIRST PART

-and-

WAYNE & CONNIE STOCKWELL,

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner warrants that it is the Owner of Pt. Lot 269, Concession NTR, Parts 1 to 5, inclusive on Plan 12R-26979, formerly in the Township of Gosfield North 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 5 single detached dwelling lots 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' - Reference Plan 12R - 26979

(prepared by Brian Coad OLS, signed and dated (March 17, 2017 and registered April 27, 2017)

SCHEDULE 'C' - Municipal Services Requirements

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. REQUIRED SERVICES AND FACILITIES

- 5.1 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, if applicable, 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.

5.2 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.

5.3 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. POTABLE WATER SUPPLY

6.1 The Town agrees to provide potable water supply to the 4 single detached residential lots within the Stockwell Development.

6.2 The Owner agrees to construct all water supplies and connect each property at the Owner's expense as approved by the Town

7. CONSERVATION AUTHORITY REQUIREMENTS

7.1 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.

7.2 The Owner agrees to obtain all necessary permits and approvals from the Authority prior to any site works occurring on the lands.

7.3 The Owner agrees to provide detail on the provision of individual storm water outlet facilities for each property to the Smith-Newman Drain to the satisfaction of 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. CONVEYANCES AND CONTRIBUTIONS

8.3 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, if applicable. 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.

9. DEVELOPMENT CHARGES

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

9.2 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.”

9.3 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. The Owner may pay the development charges applicable for each residential lot at any time prior to the building permit application at the rate of charge defined in the Development Charges By-law in force and effect at the date of the payment.

9.4 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.

10. 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.

11. 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.

12. 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.

13. SUBDIVISION TREES

13.1 The Owner agrees to pay cash-in-lieu of tree planting in the amount of \$250.00 per property and due at the time of issuance of the Building permit for each residence in accordance with the Development Manual. The Town will determine the species and location of trees.

13.2 The Owner 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 cash-in-lieu of tree planting in the amount of \$250.00 per tree on a per lot basis at the

time of the issuance of the building permit and in accordance with the Town's Development Manual. The Town will determine the species of trees to be planted and the location of the tree planting. The location will be determined by the Town on a needs basis and may result in the tree(s) being planted in a different location than the subdivision."

14. APPLICABLE LAWS

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. 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.

16. 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.

17. GENERAL

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

"Purchasers of lots within the Stockwell Development must be aware that the lands within the Development are located adjacent to the Cottam Sewage Lagoon. This system services the Cottam area. There is potential for both noise and smell from the lagoon system and that periodic maintenance of the system is required. The rear 150 m of each of the lots that are contained within the Stockwell Development are a required buffer zone from the lagoon system and no development of buildings or structures including pools is permitted. Lands may only be used for passive purposes, however, must be maintained in accordance with the Town's Property Standards By-law. "

"Purchaser of lots within the Stockwell Development must be aware that all septic systems on the lots are to be located in the front yard area. The use of private septic systems is on a **TEMPORARY** basis and that upon notice from the Town that sanitary sewer capacity has become available will connect to the existing Town sanitary sewer system connections provided to each lot within 240 days of the date that notice is given by the Town. Private connection to the system will be the purchasers responsibility including obtaining all permits for connection to the Town sanitary sewer and decommissioning of the private septic system to the satisfaction of the Chief Building Official."

"Purchasers of lots within the Stockwell Development must be aware that they will be responsible for the cost of obtaining sanitary sewer capacity, the amount to be determined by the Town as part of the Phase II Cottam Lagoon System. The determined amount to be payable prior to connection to the Town sanitary sewer system."

"Purchasers of lots with the Stockwell Development must be aware that a sanitary sewer curb stop connection has been provided to each lot but is **NOT** accessible for connection purposes until notified by the Town."

- 17.2 The Owner agrees to provide the Town with a draft copy of the standard agreement of purchase including all provisions outlined in Section 17.1.
- 17.3 The Owner agrees to provide each purchaser of a lot within the Stockwell Development a copy of the signed Development Agreement.
- 17.4 The Owner agrees that the existing shed located on Part 3 of the attached reference plan is to be removed and/or relocated in compliance with the Town of Kingsville Comprehensive Zoning By-law with 18 months of the date of this agreement. If the shed is not removed and/or relocated within the specified timeframe the Town shall enter the property upon the giving of written notice and remove the shed at the Owner's expense.
- 17.5 The Owner agrees that should deeply buried archaeological material be found during the construction, The Ministry of Tourism, Culture & Sport shall be immediately notified.
- 17.6 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.
- 17.7 The Owner shall keep the lands in a state of good repair 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.
- 17.8 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.
- 17.9 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.
- 17.10 The Owner shall request from the Town allocation of municipal street numbers and installation of address signs at the Owners expense 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.
- 17.11 This Agreement shall enure to the benefit of and be binding upon the Town and the Owner, their respective successors and permitted assigns.

- 17.12 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 **July 10, 2022**.
- 17.13 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 **July 10, 2017**, 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.
- 17.14 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

CLERK,
TOWN OF KINGSVILLE,
2021 DIVISION ROAD NORTH,
Kingsville, Ontario
N9Y 2Y9
Phone:(519) 733-2305

Owner

WAYNE & CONNIE STOCKWELL
182 COUNTY ROAD 27 E
COTTAM, ON N0R 1B0

- 17.15 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.
- 17.16 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.
- 17.17 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 10th day of July, 2017.

SIGNED, SEALED & DELIVERED

WITNESS

WAYNE STOCKWELL

WITNESS

CONNIE STOCKWELL

**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 **Wayne & Connie Stockwell** are described as follows:

PART LOT 269, CONCESSION NTR former Gosfield North, now in the Town of Kingsville, in the County of Essex designated at Parts 1 to 5 inclusive, PLAN 12R-26979.

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 April 13, 2017.
- E.1.2 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, if applicable, prior to the commencement of work.
- E.1.3 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, if applicable. 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 POTABLE WATER, SANITARY SERVICE CONNECTIONS

- E.2.1 The Owner agrees to install four new water connections and four sanitary sewer curb stop connections at the Owners expense and in accordance with site servicing drawings prepared by R.C Spence Associates Inc. dated April 13, 2017.
- E.2.2 The Owner agrees that the sanitary sewer curb stop connections being provided are for future connection to the Cottam Lagoon System and may only be connected once authorized by the Town. At the time of connection to the Town system the property owner must provide their contractor with a cast iron clean out cap as required by the Town's Development Manual.