

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 2025 pursuant to Section 51(26) of the *Planning Act* and authorized by By-Law No. _____ of The Corporation of The Township of Huron-Kinloss (the "Agreement"),

BETWEEN:

JMKD HOLDINGS LTD
(Hereinafter collectively called the "Owner")

-AND-

The Corporation of the Township of Huron-Kinloss
(Hereinafter called the "Township")

WHEREAS the Owner is the registered owner of the Lot described in Schedule "A" (the "Lot") which is the subject of a Provisional Consent approved under Section 53 of the Planning Act, RSO 1990 as amended;

AND WHEREAS the Corporation of the County of Bruce, the Approval Authority, as a Condition of Provisional Consent as authorized by Section 51(25) of the Planning Act RSO 1990 as amended, requires that the Owner enter into an Agreement with the Township to construct and install such services, and provide such financial payments and undertakings, and such dedications or easements of lands to the Township and others as may be required herein relating to the lands being severed;

AND WHEREAS this Agreement is made to satisfy said Conditions of Provisional Consent;

AND WHEREAS a Sewage System Impact Assessment dated February 2023 has been completed requiring a tertiary treatment system be installed ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by each Party to the other, the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement:

- 1.1 **CHIEF BUILDING OFFICIAL (CBO)** shall mean the Manager of Building and Planning or Chief Building Official (CBO), or designate for the Township of Huron-Kinloss
- 1.2 **LOT** shall mean the lands described in Schedule A of this Agreement.
- 1.3 **ONTARIO LAND SURVEYOR** shall mean a land surveyor registered as an Ontario land Surveyor (OLS) with the Association of Land Surveyors of Ontario.
- 1.4 **TERTIARY SEPTIC SYSTEM** means a Septic System that complies with the Ontario Building Code (OBC) Section 8.6.2.2. as amended from time to time.
- 1.5 **OWNER** shall include its authorized agents and servants, heirs, executors, administrators, successors and assigns.
- 1.6 **PLANS** means plot plans, drawings, designs, specification and elevations approved in writing by and filed in the office of the Chief Building Official (CBO) and includes without limiting the generality of the foregoing all

amendments outlined in red thereon and initialed by the Owner and the Township.

- 1.7 **QUALIFIED ENGINEER** means the person or persons registered with the Association of Professional Engineers of Ontario who are employed to provide engineering services on behalf of the Owner for the proposed development.
- 1.8 **SECURITY** shall mean either a Standby Municipal Irrevocable Letter of Credit issued by a major Chartered Bank posted with the Township OR a Certified Cheque payable to the Township of Huron-Kinloss. The Letter of Credit shall be in a form and issued by a financial institution satisfactory to the Township, and shall contain a provision which automatically renews it from year to year unless the financial institution gives thirty (30) days advance written notice of its intention not to renew.
- 1.9 **WORKS** shall mean all services, construction, erection and installation required by this Agreement.

2. Schedules

The following Schedules are attached hereto and form part of this Agreement:

- 2.1 SCHEDULE "A" Being a description of the Lot subject to the Provisional Consent.

3. General Provisions

3.1 Development at Sole Expense of Owner

Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provisions therefor contained herein shall be deemed to include the words "at the sole expense of the Owner".

3.2 Application of By-laws, Statutes and Regulations

Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the By-laws of the Township and all Provincial and Federal Government statutes and/or regulations and amendments thereto affecting the development of land and installation of municipal services.

3.3 Indemnification

The Owner hereby covenants, warrants and agrees to save harmless and keep the Township and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Owner pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.

3.4 Covenants that Run With the Lot

The Owner and the Township acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the Lot and that the burden of such covenants shall be binding upon the Owner, its successors and assigns and successors in title from time to time of the Lot described in Schedule "A" to this Agreement and any part or parts thereof. The Owner consents to the Township registering this agreement on title to the Lot and to the Owner's Adjacent lands.

3.5 Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- (a) The Corporation of the Township of Huron-Kinloss
21 Queen Street
P.O. Box 130
Ripley, ON N0G 2R0
Attn: Clerk
- (b) JMKD Holdings Ltd
% Jolene Shelton
638 Conc.5, R.R. 2
Kincardine, On
N2Z 2X4

and the giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

3.6 Binding on Heirs, etc.

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lot.

3.7 Schedules

The Schedules attached hereto are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in the main body of this Agreement.

3.8 Section 67 - Planning Act

The Owner acknowledges and understands the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

3.9 Municipal Taxes

The Owner shall, prior to execution of this Agreement by the Township:

- a) pay all outstanding taxes (including arrears and penalties) levied upon the Lot; and
- b) pay all outstanding municipal charges, if any, affecting the Lot.

3.10 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the Township, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

3.11 Incontestability

The Owner shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3.12 Survey Monuments to be Preserved

The Owner agrees:

- a) all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and
- b) if any survey monument or related marking on or adjacent to the Lot is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

3.13 Mortgagee's Postponement

The Owner hereby agrees to procure, register and provide to the Township any postponement of any mortgages, charges or agreements which the Township solicitor considers necessary in order to ensure that this Agreement shall have priority over any interest of a mortgagee, chargee or person with a contractual interest in the Lot.

3.14 Maintenance of Internal Works & Facilities

The Owner covenants and agrees that once all works, services and facilities required to be provided, constructed or installed by it that are internal to the Lot under the terms of this Agreement have been completed to the satisfaction of the Township, and in accordance with all Township specifications and in a good and workmanlike manner, it shall maintain such works, services and facilities in the approved condition until this Agreement is amended or otherwise released from title. In the event that any of the internal works, services or facilities are not being maintained to the satisfaction of the Township, or if the Owner is otherwise in default of this Agreement, the Township may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement. If the Owner fails to comply with any such written notice, the Township may, not sooner than ten (10) after such notice unless an emergency exists, enter onto the Lot or the Owner's adjacent lands for the purposes of carrying out any corrective measures deemed necessary by the Township.

3.15 Exercise of Township Authority in its Sole Discretion

Wherever this Agreement grants to the Township the authority to make a decision or exercise discretion, such authority may be exercised by the Township in its sole, absolute and unfettered discretion.

4. General Conditions

The Owner covenants and agrees as follows:

4.1 Tertiary Sewage System

4.1.1 The Owner, shall construct and maintain, or cause to have constructed and maintained on the new Lot a 'Tertiary Sewage System' that meets the requirements of the Ontario Building Code as amended from time to time or by connection to a Municipal sewage disposal system.

4.1.2 The septic system on the retained lot shall be replaced with an advanced tertiary

sewage disposal system that meets the requirements of the Ontario Building Code, as amended from time to time or by connection to a Municipal Sewage disposal system.

- 4.1.3 The Owner shall employ a competent and qualified professional to prepare plans, profiles and specifications for the 'Tertiary Sewage System' and submit detailed plans, profiles and specifications to the Chief Building Official for approval prior to installation or construction of such Works. The 'Tertiary Sewage System' shall be constructed according to the approved Plans and specifications.
- 4.1.4 All Plans and specifications must be approved in writing by the Chief Building Official prior to the Owner commencing construction of any of the 'Tertiary Sewage System'.
- 4.1.5 It is understood and agreed the Chief Building Official, in review of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Township or existing practices and standards as may from time to time be established or amended by the Township, by its officials or agents. The Township may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.1.6 No approval by the Chief Building Official shall operate as a release by the Township of any liability of the Owner which, but for such approval, might exist or hereafter arise.

5. Building Permit Issuance

The Owner agrees not to apply for a Building Permit(s) until:

- (a) the transfer is registered, with the Certificate of Consent attached, to finalize the severance of the Lot; and
- (b) this Agreement has been executed by the Owner and the Township and registered on title to the Lot.

6. Release of Agreement from Title

The Township and Owner agree that this Agreement, or any part thereof, shall not be released from title to the Lot until the Township is of the opinion that registration is no longer required.

7. Postponement of Outstanding Claims, Liens and Encumbrances

The Owner acknowledges and agrees that all outstanding claims, liens and encumbrances shall be postponed to this Agreement and all other documentations related thereto, to the entire satisfaction of the Township's solicitor.

8.. Issuance of Building and Plumbing Permits

The Owner acknowledges that the entering into of this Agreement by the Township shall not entitle him to issuance of a Building Permit for the Lot.

9. Legal Fees

A Deposit of \$750.00 shall be submitted to the Township. An administration fee of \$500.00 will apply for associated costs with preparation and title search. Upon receiving registration details the remainder of the deposit \$250.00 will be returned to the Owner and any additional fees shall be paid by the Owner.

10. Counterparts and electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

SIGNED, SEALED and DELIVERED in the Presence of:

JMKD HOLDINGS LTD

Chris Knoop-President

Jolene Shelton-Secretary

We have the authority to bind the Corporation.

THE CORPORATION of the TOWNSHIP OF HURON-KINLOSS

Per:

Mayor

Per:

Clerk

We have authority to bind the Township.

SCHEDULE "A"

LEGAL DESCRIPTION OF LOT SUBJECT TO PROVISIONAL CONSENT

PT LOT 52-53 CONCESSION A HURON PART 2 RP 10847