

THIS AGREEMENT made this 14th day of February 2018,  
BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO  
(hereinafter called the "TOWN") OF THE FIRST PART

- and -

WRIGHTHAVEN HOMES LIMITED  
(hereinafter called the "OWNERS") OF THE SECOND PART

**WHEREAS** the Owners represent and warrants to be the lawful and registered Owners of the lands and premises, (the "Subject Property") as described in Schedule "A" to this Agreement;

**AND WHEREAS** the Town is required to execute a subdivision agreement with the owner pursuant to a draft plan approval issued by the County of Wellington respecting the lands described in Schedule "A";

**AND WHEREAS** the Owner has applied to the Town for permission to erect model homes on the lands described in Schedule "A" prior to execution of a subdivision agreement with the Town and the request has been approved the Council of the Town of Minto subject to certain conditions;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree one with the other as follows:

1. The lands affected by this agreement are as follows:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Minto, County of Wellington, and being composed of Concession 1, Part of Lot 20, RP 61R11191 Part of Part 1 according to an unregistered Plan of Subdivision, as shown outlined in red on Schedule "A" attached hereto.

2. The Town hereby agrees to the erection, by the Owner, of one (1) Model Home prior to registration of the Plan of Subdivision as shown as outlined in red on Schedule "A" attached hereto on proposed Lot 10.

3. The Owner covenants and agrees to construct the Model Homes in compliance with all applicable by-laws and/or regulations and to make the necessary application and to obtain conditional building permits prior to commencement of construction including excavations for foundations.
4. The Owner covenants and agrees to grade the lot(s) and establish finished floor elevations in accordance with the subdivision grading plans as approved by the Public Works Department in consultation with the registered professional consulting engineer for the Town and to provide temporary measures to accommodate drainage to the satisfaction of the Town's Chief Building Official.
5. The Owner covenants and agrees to provide adequate, properly signed, off-street parking on the site to the satisfaction of the Town.
6. The Town agrees that a conditional building permit will be issued upon compliance with the Ontario Building Code and all applicable laws and regulations and other requirements other than the registration of the Plan. A conditional permit will be issued by the Chief Building Official for the Town and the Owner covenants and agrees to register the Plan of Subdivision and thereafter obtain a completion permit as expeditiously as possible or no later than July 1, 2018.
7. The Owner agrees that as part of the completion permit application, the Owner will provide a survey of the location of the proposed model homes to ensure zoning compliance with once the subdivision is registered and property boundaries created for Lot 10.
8. The Owner covenants and agrees that, in the event that it is found that a building has not been constructed in compliance with all applicable laws, regulations and other requirements following registration of the Plan of Subdivision (eg; zoning compliance), the Owner will immediately take steps to bring the said building into compliance. The Owner may have reasonable time where appropriate to pursue a Committee of Adjustment application or a Rezoning application.
9. If the application(s) noted in 8 above is not successful or not pursued to completion within a reasonable time, then the Owner covenants and agrees to redline the subdivision plan to accommodate compliance to the satisfaction of the Chief Building

Official or to demolish the non-complying building(s) at no cost to the Town.

10. If the Owner fails to redline the plans or to demolish the said building(s) within the above mentioned time limits, the Town, its employees, agents and/or contractors, may enter upon the lands and undertake the said demolition at the Owner's expense. The cost of such demolition may be deducted from the securities posted by the Owner pursuant to this agreement, and if the said securities are insufficient, the Owner will pay the balance outstanding to the Town forthwith upon receipt of an invoice from the Town.
11. The Owner hereby grants to the Town, its employees, agents and/or contractors permission to enter upon the lands for the purpose of carrying out the said demolition.
12. It is understood and agreed that the purpose of this agreement is to permit the Owner to erect one (1) Model Home prior to registration of the Plan of Subdivision. The Owner further covenants and agrees that they will not permit occupancy of the said Model Homes until such time as the Plan is registered, the Owner has obtain a Completion Permit and satisfied the requirements for occupancy to the satisfaction of the Chief Building Official.
13. The number of Model Homes that can be erected shall be based on a maximum of one Model Home for every 0.52 hectares of draft approved, residentially zoned land within the proposed Plan of Subdivision.
14. The Owner covenants and agrees submit to the Town, upon execution of this agreement, in a form satisfactory to the Director of Corporate Services for the Town, cash or an irrevocable letter of credit in an amount of \$5,000.00 per unit, to secure the obligations of the Owner under this agreement. It is understood and agreed that draws on the said letter of credit may be undertaken if such draws are deemed appropriate by the Chief Building Official.
15. The Owner shall and does hereby and at all times indemnify and save harmless the Town, its officers, employees, agents/contractors from and against all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this

agreement.

16. The Owner agrees to provide proof of public liability and property damage Insurance in the amount of \$5 million dollars to the satisfaction of the Town. The Town shall be named as added insured.
17. The Owner shall comply with all requirements of the County of Wellington including but not limited to conditions of draft plan approval for the subdivision and any other applicable requirements.
18. The Owner covenants and agrees to comply with all financial and other requirements of the Town's policies prior to the issuance of said conditional permit.
19. The Owner consents to the registration of this agreement on title to the subject lands if deemed necessary by the Town.
20. It is agreed that this agreement shall be binding upon the parties hereto and their respective executors, heirs, administrators, trustees, successors and assigns. Failure to comply with any section of this agreement will lead to the immediate revocation of the Conditional Permit.
21. The security in the amount of \$5,000 or any remaining balance shall be returned to the Owner by the Town upon compliance with this agreement and upon release of a completion permit from the Chief Building Official for the Town.
22. The Owner agrees to comply with all terms and conditions of any applicable Financial Agreement with the Town of Minto, including the payment of any Capital provisions and Development Charges in effect at the time of issuance of a Conditional Permit.
23. The Owner acknowledges the Town is not responsible for maintaining any driveway access, roadway, water line, sewer line or any other infrastructure constructed to service any one or more of the model homes to be constructed by the Owner. The Owner further covenants and agrees as follows:

- (a) to maintain an access route to the Model Home construction site, capable of supporting firefighting equipment, that is free and clear of all construction debris and materials.
  - (b) to prohibit open air burning on the construction site.
  - (c) to immediately install a water meter on any waterline accessing the subject lands prior to using any water whatsoever and to pay upon billing all applicable charges for water and sewer use for any and all of the model homes.
  - (d) to keep a water supply for fire suppression purposes, to the satisfaction of the Towns Fire Chief, accessible and operational.
24. If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and its application to any person or circumstances shall not be affected.
25. This Agreement shall be interpreted and governed by the laws of the Province of Ontario.
26. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the individuals have hereunto set their hands and seals and the Town has hereunto affixed its Corporate Seals as attested by their proper signing officers in that behalf.

**OWNERS**

\_\_\_\_\_  
Steven Wright

\_\_\_\_\_  
Witness:

\_\_\_\_\_

\_\_\_\_\_  
Witness:

**THE CORPORATION OF THE TOWN OF MINTO**

By: \_\_\_\_\_  
George Bridge, Mayor

By: \_\_\_\_\_  
Bill White, C.A.O. Clerk

I/we have authority to bind the Corporation.

## Schedule "A" –Draft Plan and Description of the Subject Property

