

**AMENDMENT TO THE DEVELOPMENT AGREEMENT (hereinafter called the
“Amending Agreement”)**

THIS AGREEMENT made as of the 17 day of May, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
hereinafter called the “Minto” of the FIRST PART;

-and-

WELLINGDALE CONSTRUCTION LTD
hereinafter called the “Owner” of the SECOND PART;

WHEREAS Minto and the Owner entered into a Development Agreement dated the 2nd day of May 2012 regarding, among other things, the development of certain lots in the Town of Minto, Ontario known as Parts 1 through 11 in Reference Plan 61R-11808 which area lots on Lorne Street between John Street and Margaret Street;

AND WHEREAS much of the work on Lorne Street between John Street and Margaret Street is complete except however certain works to be identified and completed pursuant to this amending agreement;

AND WHEREAS Minto and the Owner wish to amend the May 2, 2012 Development Agreement to provide for the installation of water, sanitary sewer, roadway, drainage and other applicable services approximately 86 metres northeasterly which will constitute an extension of Lorne Street once dedicated to the Town of Minto as hereinafter provided;

AND WHEREAS the Owner wishes to comply with all applicable requirements of conditions of severance for files B23, 24, 25, 26 and 27 of 2015 pertaining to creating five severed lots fronting on the said future Lorne Street extension and one retained lot with access to a future extension of John Street from Lorne Street south;

NOW THEREFORE IN CONSIDERATION of the requirements of this Amending Agreement, the parties agree as follows:

1. It is hereby understood and agreed between the parties hereto that the following changes shall be made to the Development Agreement dated May 2, 2012, as amended. Except for such changes noted below, all other terms and conditions in the development agreement and its Schedules shall remain as stated therein.

2. The preamble to the Development Agreement is hereby amended as follows:

a) To add the following third paragraph to Part A.

“And Park Lot F and Part of Park Lot E Preston’s (88-D Minto) Survey known as Parts 1, 2, 3, 4, 5 and 6 Reference Plan 61R-_____.”

b) To add the following to the end of Part B

“and to sever the lands described in paragraph three in Part A into five (5) additional residential building lots and one retained lot under applications B23/15, B24/15, B25/11, B26/15 and B27/15”

c) To add the following to the end of Part C

“and provisional consent to each of the applications known as B23 through 27 of 2015 was granted and conditions are to be met by June 17, 2016.

d) To add the following to the end of Part D

“which are the consents granted in 2012 as well as to address conditions 5, 6, 7, 12, and 13 of files as B23 through 27 of 2015.”

3. Subsection 3.1.1 change the word “Services” to the word “Works” and add the following at the end of the sentence:

“including the lands added to the original development agreement south of Lorne Street between John Street and the future extension of Webb Street.”

4. Subsection 3.3 is hereby amended by replacing the firm “Triton Engineering Services” with the firm “B.M. Ross Engineering”

5. That Subsection 3.7 is amended by adding the following to the end:

“Prior to issuing a building permit for any of the lots fronting on Lorne Street created pursuant to this development or the previous agreement dated May 2, 2012, the Owner shall provide a site specific lot grading and drainage plan demonstrating that the home to be constructed complies with the overall master grading and drainage plan required by this agreement, as amended.

In addition to the requirements in this section, in order to fulfil condition 12 of consent files B23 through 27 of 2015 requiring a topographic survey to be prepared by a land surveyor **for existing and proposed lots on Lorne Street for which an emergency access is required**, the Owner agrees to provide said topographic survey to the Maitland Valley Conservation Authority for approval as a condition of and prior to receiving a building permit for any of the lots fronting on Lorne Street subject of said consent files B23 through 27 of 2015.”

6. Subsection 3.8 is amended by adding the following to the end of the sentence:

“such deficiencies to include any and all work remaining on any phase of development related to previous applications for severance by the Owner on the subject lands or any adjacent lands for which an agreement was executed with the Town. **The Owner further agrees to provide through his consulting engineer a written deficiency list of remaining works required under the May 2, 2012 development agreement and any previously signed agreement between the parties.**”

7. Subsection 3.9 is amended by adding:

“3.9.8 The provisions and requirements of Section 3.9 shall apply to the current extension of Lorne Street +-86 metres northeasterly as well as all previous phases of development for which a completion certificate may not yet have been issued.”

8. Section 3.11 is amended by changing the words “\$49,081.55 based on the estimated cost of works provided by Triton Engineering dated March 2012” with the words “\$_____ based on the estimated cost of works provided by BM Ross dated May 2016.”, and adding the following to the end of said section:

3.11.2 The Parties acknowledged the \$49,081.55 security provided in the development agreement dated May 2, 2012 may be reduced to a maintenance amount upon submitting a request in writing to the Director for the Town.

9. Section 3.12 is amended by adding the following words to the end of the sentence “for the extension of Lorne Street +- 86 metres northeasterly from John Street and any other phases of development for which the warranty period has not yet commenced”

10. That the following be added to the end of Section 3.16

“Prior to the release of this agreement or any **previous** agreement for which security is retained the Owner shall convey to Minto Part 6 Reference Plan 61R-_____ as well as any applicable easements related to the extension of Lorne Street +-86 metres

northeasterly from John Street as may be required. **Part 6 Plan 61R-_____ shall be retained by the Town for future roadway but shall not be dedicated as a public street or used as access to any of the lands abutting Part 6 until arrangements acceptable to the Town have been made to provide for servicing.**

In addition the Owner shall convey to Minto free of any encumbrances the following:

a) a minimum 20 metre wide future roadway from the intersection of Ann Street and Elora Street south westerly to what would be the extension of Webb Street, and
b) a minimum 20 metre wide future roadway to constitute the extension of Webb Street adjacent to Part 1 Reference Plan 61R-_____ and the northeasterly edge of the retained lot. Such conveyances provided for in parts 3.16 a) and b) to occur prior to any further development or road extensions being permitted by Minto except those provided for under this agreement.

c) With respect to the back 20 metres of lands at 228 and 238 Elora Street which are private lands required to complete the extension of Webb Street, Minto agrees to support the Owner's efforts to acquire said lands and convey to Minto in order complete the Webb Street road allowance. This includes ensuring the owners' of 228 and 238 Elora Street will not be permitted to create lots by severance, or redevelop their lands without conveying the required property to complete the Webb Street road allowance, or paying their fair share of costs incurred by the Owner to secure the said lands on behalf of the Town.

10. That the amount of "\$1,000" in Section 3.21 be changed to "\$2,500"

11. That the following be added to the end of Section 3.22:

"and any other such sidewalks provided for in the engineered design for the lands subject of this agreement."

12. That the table of estimated costs for Lorne Street John to Margaret Street dated March 2012 be removed and replaced with an estimated cost to complete the extension of services +/- 86 metres northeasterly from John Street as prepared by the Owner's consulting engineer.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

WELLINGDALE CONSTRUCTION LTD

Per: _____
Name:

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Name: George A. Bridge, Mayor

Per: _____
Name: Bill White, C.A.O. Clerk

We have the authority to bind The Corporation of the Town of Minto.