

LRO # 20 Notice

Received as HR1564040 on 2018 08 16 at 11:32

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 11

Properties

PIN 07083 - 0118 LT
 Description PART LOTS 52 AND 53, PLAN 65, PT 1, 20R20950; TOGETHER WITH AN EASEMENT
 OVER PT 2, 20R20950 AS IN HR1321494; CITY OF BURLINGTON
 Address BURLINGTON

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF BURLINGTON
 Address for Service 426 Brant Street
 Burlington, ON
 L7R 3Z6

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Rick Goldring, Mayor, and Angela Morgan, City Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Rena Mary Goff	426 Brant Street Burlington L7R 3Z6	acting for Applicant(s)	Signed	2018 08 16
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Tel 905-335-7600

Fax 905-335-7842

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE CITY OF BURLINGTON	426 Brant Street Burlington L7R 3Z6	2018 08 16
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Tel 905-335-7600

Fax 905-335-7842

Fees/Taxes/Payment

Statutory Registration Fee \$63.65

Total Paid \$63.65

File Number

Applicant Client File Number : 520-08/17

File No. 520-8/17
490 and 492 Brock Avenue, 1298 Ontario Street

RESIDENTIAL DEVELOPMENT AGREEMENT made this 26th day of July 2018

B E T W E E N:

2314983 ONTARIO INC.
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BURLINGTON
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the Owner of the lands described in Schedule "A" to this Agreement (the "Lands") and has applied to the City for amendment of the City's Zoning By-laws as they affect this property;

AND WHEREAS the City is of the opinion that it is in the best interest of the City and its inhabitants to grant the amendment aforesaid in a form upon the Owner agreeing to observe the covenants herein set forth.

NOW THEREFORE in consideration of the premises, the passing of the By-law aforesaid and the sum of One Dollar paid by the City to the Owner (the receipt of which is hereby acknowledged) and other consideration, the parties hereto covenants and agrees as follows:

1. The Owner, and thereafter any successor in title to the Lands (the "Owner") covenants and agrees that no building will be erected on the said lands until the City or the City's Director of City Building-Planning, Building & Culture has granted site plan approval pursuant to section 41 of the *Planning Act* R.S.O. 1990, c. P.13 ("Site Plan Approval"). Notwithstanding the previous sentence, the prohibition outlined in this Section 1 shall not apply to any building for which Site Plan Approval is not required or for a purpose-built temporary sales centre building.
2.
 - a. All buildings proposed to be built on the Lands as contemplated by the Amendment shall be designed by registered architects or professional engineers who are legally entitled to practice in the Province of Ontario and who are qualified in the opinion of their respective associations, by experience and training to provide the architectural and engineering designs involved in the work; and upon approval of the plans and specifications and during construction of the buildings, shall not change the plans and specifications, except with prior approval of the Director of City Building-Planning, Building & Culture.
 - b. It is a requirement that general, on site supervision and inspection of the said buildings to be constructed herein shall be provided by the professionals noted in Section 2(a) or their formally designated, qualified appointees.

- c. For any building in excess of two storeys in height, the professional engineer responsible for the structural design, or a professional engineer formally designated by the former, shall provide the Director of City Building-Planning, Building & Culture with a certificate to the effect that the building has been erected according to the structural plans approved for the building permit.
3. The City's approval of the plans subject to Site Plan Approval (the "Site Plans") may be subject to conditions, including, but not limited to:
- a. use of building material of specified materials or quality; and
 - b. construction of the buildings and works in specified order.
4. The Owner covenants and agrees that upon the coming into force of the Amendment and approval of said Site Plans by the City or City's Director of City Building-Planning, Building & Culture, the proposed buildings and other works shown on said Site Plans will be constructed in accordance therewith.
5. a. The Owner covenants and agrees to provide to the satisfaction of and at no expense to the City the facilities and works required pursuant to this Agreement within three (3) months of first occupancy or use of the buildings contemplated by the Site Plans, unless otherwise authorized in writing by the Executive Director of Capital Works for the City. The said three (3) month time period does not apply to landscaping, which shall be subject to the requirements of a site plan agreement made pursuant to s.41 of the *Planning Act*.
- b. The Owner covenants and agrees to carry out to the satisfaction of the City all of the conditions of rezoning and Site Plan Approval for the subject lands.
- c. The Owner covenants and agrees to maintain to the satisfaction of the City and at the sole risk and expense of the Owner such of the facilities or works as Council requires, to be provided pursuant to the Site Plan Approval.
6. The Owner covenants and agrees further:
- a. that all surface and roof drainage will be controlled on the Lands and taken to an approved outlet;
 - b. all grading and drainage shall be in accordance with the Site Plans;
 - c. that construction work will be carried forward as expeditiously as may be, in a good and workmanlike manner in accordance with good trade practices and so as to minimize nuisance to the neighbours; that all necessary precautions to avoid dust, noise and other nuisances and to provide for the public safety will, so far as reasonable, be taken;
 - d. that all parking lots and drives will be paved with hot mix asphalt or concrete and curbed with concrete curbs. The Owner agrees to deposit with the Director of Finance of the City a sum to be determined by the City at the time of application for building permit, said sum to be returned to him upon completion of all paving (the "Paving Deposit") which may be deposited with the City in

the form of a letter of credit or cash, at the sole discretion of the Owner. Paving to include driveways, parking areas, curbing and storm drainage. The Owner agrees that failing commencement of the works within a reasonable time, the City may upon one month's notice to the Owner, use the deposit on hand and enter on the lands to complete the said paving. The City agrees to refund the balance of aforementioned deposit upon the completion of all paving to the satisfaction of the Executive Director of Capital Works;

- e. that garbage disposal facilities will be located and designated according to the approved Site Plans;
 - f. that boundary fences will be provided by the Owner to the City's satisfaction if shown on the approved Site Plans;
 - g. that upon failure by the Owner to do any act that the public safety requires on reasonable notice the City, in addition to any other remedy, may go in and do same at the Owners expense and collect the cost in like manner as municipal taxes;
7. The Owner covenants and agrees that upon failure by him to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement, enter upon the said lands if necessary and do the said act at the Owner's expense and collect the cost in like manner as municipal taxes as provided for in Section 446 of the *Municipal Act*, R.S.O. 2001.
 8. The Owner covenants and agrees to impose a condition on any rental or sale that there shall be no individual roof top or tower type television antennae on or appurtenant to any multiple family dwellings, except semi-detached dwellings, but this will not prevent the erection and use of not more than one community television antenna per building on a rental or service basis.
 9. The Owner covenants and agrees that the location and size of any sign to be erected be part of the required plans when they are submitted to Council for approval.
 10. The Owner covenants and agrees to pay to the City, prior to the issuance of a building permit, the cash equivalent of land required by the City for park purposes in such amount as may be required in a By-law passed pursuant to Section 42(3) of the *Planning Act*, R.S.O. 1990, c. P.13, and in effect at the date of the issuance of a building permit.
 11. The Owner covenants and agrees that prior to the issuance of any building permit, they shall:
 - a. pay all outstanding taxes affecting the lands herein;
 - b. commute all outstanding local improvement charges affecting the lands herein;
 12. The Owner covenants and agrees when required to construct, prior to commencing excavation, a solid fence at least 6 feet high along the entire frontage of the Lands at a location as determined by the Director of City Building-Planning, Building & Culture and to maintain the said fence in good condition until such time as the building is

nearing completion and its removal is approved by the Director of City Building-Planning, Building & Culture. The Owner shall also construct or erect such additional fencing around the perimeter of the Lands as is required by the Director of City Building-Planning, Building & Culture for the prevention of injury to property or persons.

13. The Owner covenants and agrees to comply with the engineering and financial requirements of the Regional Municipality of Halton.
14. The Owner covenants and agrees to deposit with the City at the time of application for a building permit, the sum of \$50.00 per dwelling unit in addition to the sums deposited pursuant to Burlington By-law 16-1994, as amended (the "Maintenance Deposit"). The Maintenance Deposit is to ensure:
 - a. that the construction site and adjacent lands used in connection therewith are kept in a clean and tidy state; and
 - b. that streets used to service the site are kept clean and free of mud, dust and debris.

For greater clarity, the Maintenance Deposit may be lodged with the City in the form of a letter or credit or cash at the sole discretion of the Owner.

15. If, in the opinion of the City's Executive Director of Capital Works, the construction site and adjacent lands used in connection therewith are not being kept in a clean and tidy state, and/or the streets used to service the site are not being kept clean and free of mud, dust and debris by the Owner or anyone authorized by the Owner to do work on its behalf on the Lands, the City shall provide written notice to the owner in accordance with this Agreement and the Owner shall have two days (not including weekends or statutory holidays) to remedy such deficiencies. Where such deficiencies are not remedied within such two day period, the City is authorize to send its employees or contractors to enter the Lands or adjacent lands used in connection therewith over which the Owner or the City has control, and put such lands in a clean and tidy state, including the cleaning of mud, dust and debris from the streets serving the site, and may charge the cost of so doing against the Maintenance Deposit lodged with the City. If the said Maintenance Deposit is insufficient to pay the cost of the work done by City employees or contractors, the Owner agrees to pay the balance to the City forthwith. This section is binding on the Owner provided that the party causing the lack of cleanliness and tidiness or causing the depositing of mud, dust or debris on a street is the Owner an agent of the Owner or a party for whom, at law, the Owner is responsible.
16. When the development is completed, in the opinion of the said Executive Director of Capital Works, the remainder of the Maintenance Deposit shall be returned to the party which made the deposit or to whom that party directs.
17. The Owner indemnifies and saves harmless the City against all losses, damages, claims, actions, demands, suits, costs and interest arising directly or indirectly from anything done in connection with the development whether in performance of, outside of, or contrary to this Agreement and whether or not in accordance with the City's standards, inclusive of anything done on the public highway or other City or public property.

18. The Owner, its successors and assigns, are hereby notified that development charges of the City may be payable in accordance with By-law 46-2014, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.
19. The Owner, its successors and assigns, are hereby notified that Region of Halton development charges and residential development front-ending recovery payments are payable in accordance with applicable by-laws and the *Development Charges Act, 1997*.
20. The Owner, its successors and assigns, is hereby notified that Educational Development Charges are payable in accordance with the applicable Education Development Charges By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield contemplated in this agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.
21. **The Owner shall complete the following to the satisfaction of the City's Director, Department of City Building:**
 - a. **Provide an undertaking that the proposed overall building will not change substantially from the architectural plans submitted by Graziani + Corazza Architects Inc. dated April 5, 2018.**
 - b. **Provide an updated wind study as part of the site plan application submission.**
 - c. **Provide streetscaping details as part of the site plan application submission.**
 - d. **Agree to consolidate the properties into one parcel prior to condominium registration.**
22. **The Owner shall complete the following to the satisfaction of the City's Director of Transportation Services:**
 - a. **The Owner shall provide one (1) signed car share parking space at grade.**
23. **The Owner shall complete the following to the satisfaction of the City's Executive Director of Capital Works:**
 - a. **The Owner agrees to provide cash-in-lieu of parkland dedication for this development.**
 - b. **The Owner shall compensate the City of Burlington for the removal of the city-owned trees from the Ontario Street right-of-way by providing compensation (replanting or cash-in-lieu, where opportunity for replanting is not available) in the amount of \$7,150.00.**
 - c. **The Owner obtain permission, and provide a copy to the City, from the co-owner of shared trees (1275 Elgin Street) to remove.**

- d. Provide updated plans at the Site Plan stage or before showing additional street trees, as well as additional private trees, to address compensatory planting on site.
24. The Owner shall complete the following to the satisfaction of the City's Director of Finance:
- a. Property taxes must be paid in full, including all future installments levied.
25. The Owner shall complete the following to the satisfaction of the Halton District School Board:
- a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units:
 - i. Prospective purchasers are advised that pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
 - ii. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the area until major construction activity has been completed.
 - b. The Owner agrees that in cases where offers of purchase and sale have already been executed, the Owner sends a letter to all purchasers which includes the above statement.
 - c. The Owner agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - d. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
 - e. The Owner agrees that a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington, be submitted to the Halton District School Board.
26. The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
- a. The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units:

- i. **Prospective purchasers are advised Catholic school accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.**
 - ii. **Prospective purchasers are advised that the Halton Catholic District School Board will designate pick up points for children to meet the bus on roads presently in existence or other pick up areas convenient to the Board and that you are notified that school buses will not enter cul-de-sacs.**
 - iii. **In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.**
- b. **The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The Owner will make these signs to the specifications of the Halton Catholic District School Board and erect them prior to the issuance of building permits.**
27. The Owner charges the lands with the performance of this Agreement.
28. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
29. Notwithstanding anything in this agreement to the contrary, if the Owner or the City are *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material or labour shortage, restrictive government laws, including but not limited to the issuance of required permits, regulations or directives, acts of public enemy, war, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.
30. Any notices required or desired to be given to any of the Parties in connection with this Agreement, or arising therefrom, shall be in writing and shall be personally delivered or sent by facsimile transmission or other means of instantaneous transmission in regular commercial usage at such time, verified by a transmission report as follows:

a. To the Owner at: 472 Brock Avenue
Burlington, ON L7S 1N2
Fax: 289 816 1440

b. To the City at: 426 Brant Street
P.O. Box 5013
Burlington, ON L7R 3Z6
Attention: City Solicitor
Fax: 905 335-7842

31. Any Party may, from time to time, by written notice sent to the other Parties, in accordance with the foregoing provisions, change the address or facsimile number to which its notices are to be delivered or transmitted (as the case may be).
32. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties submit to the jurisdiction of the courts of the Province of Ontario.
33. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time, or as a reference to any successor thereto.


This agreement shall be read with such changes in number and gender as the circumstances require.

IN WITNESS WHEREOF the Parties have caused their respective hands and corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that behalf.

[Signature page to follow]

SIGNED, SEALED AND DELIVERED
in the presence of

2314983 ONTARIO INC.

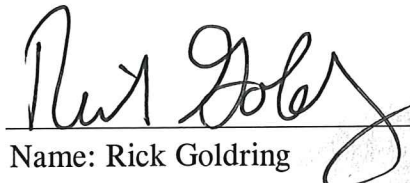
Per: 
Name: Vince Molinaro
Title: President


Per: _____
Name:
Title:

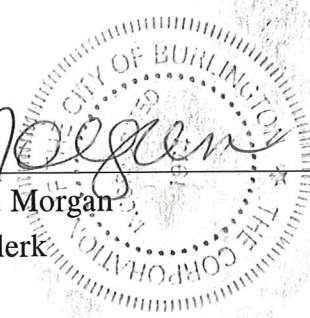
I/We have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED
in the presence of


**THE CORPORATION OF THE CITY OF
BURLINGTON**

Per: 
Name: Rick Goldring
Title: Mayor

Per: 
Name: Angela Morgan
Title: City Clerk



Legal Services Approved:


Authorized by By-law 37-2018
Date: May 22, 2018
Item: PB-16-18

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Burlington, in the Regional Municipality of Halton, Province of Ontario, more particularly described as

Part Lots 52 and 53, Plan 65, designated as PART 1, 20R20950, t/w an easement over PART 2, 20R20950 as in HR1321494

Being the whole of PIN 07083-0118 (LT)