



**Development Agreement  
Schedule C**

## Development Agreement

Registered: \_\_\_\_\_

THIS AGREEMENT made in quintuplicate, this \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN:

\_\_\_\_\_  
*(hereinafter called the "Owner" or "Developer")*

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWN OF AYLMER  
*(hereinafter called the "Corporation")*

OF THE SECOND PART

WHEREAS, the lands affected by this Agreement are described in Exhibit A attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS, in this Agreement, the Owner includes an individual, an association, a partnership or corporation, and wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS, the Official Plan in effect in Aylmer and Aylmer Zoning By-law No. 57-99, passed November 8, 1999, designates part of the area covered by the Official Plan as a Site Plan Control Area, designating such parts by reference to land use designations, contained in Zoning By-law 57-99;

AND WHEREAS, the Owner or Developer intends to develop or redevelop the said lands in accordance with the Site Plan attached hereto, as Exhibit "A", and hereinafter referred to as the Site Plan, and with the Grading, Drainage & Site Servicing Plan, attached hereto, as Exhibit "B", and hereinafter referred to as the Grading, Drainage & Site Servicing Plan;

AND WHEREAS, the Corporation, as a condition of development or redevelopment of the said lands requires the Owner or Developer to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of five (\$5.00) dollars, of lawful Canadian currency, now paid by each of the parties hereto to each of the other parties hereto (the receipt of which is hereby acknowledged), the Owner or Developer hereby covenants and agrees with the Corporation as follows:

1. The Owner or Developer agrees that no building permit will be available until the Site Plan Drawing, Grading, Drainage & Site Servicing Plan Drawing, and Building

Plans have been approved by the Corporation, and further agrees that work will not commence prior to the issuance of the building permit.

2. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein.

EXHIBIT A – SITE PLAN DRAWING

EXHIBIT B – GRADING, DRAINAGE & SITE SERVICING PLAN DRAWING

EXHIBIT C – ELEVATION DRAWING

EXHIBIT D – CERTIFICATE OF COMPLETION/ COMPLIANCE

EXHIBIT E – POSTPONEMENT LETTER

3. Schedule “A” hereto describes the lands affected by this Agreement.
4. Exhibit “A” – Site Plan Drawing shows:
  - a. the location and height of all buildings and structures to be erected;
  - b. architectural elevations of proposed buildings;
  - c. the location of entrances and exits;
  - d. the location and provision of off-street vehicular loading and parking facilities, including driveways for emergency vehicles;
  - e. walkways and all other means of pedestrian access;
  - f. the location and provision of fences, trees and all ground cover or facilities for landscaping the lands and protecting the adjoining lands and shows the lighting including flood lighting, of the land or any building or structure thereon;
  - g. the location and provision for the collection and storage of garbage and other waste material.
5. The Owner or Developer agrees that the building or buildings will be erected in accordance with the plan(s) approved, subject only to such changes as have received advance approval.
6. Exhibit “B” – Grading, Drainage & Site Servicing Plan Drawing shows:
  - a. lot grading information, indicating overland flow to and from adjacent properties, collection and disposal of surface water and storm water management (if deemed necessary by the Corporation);

- b. location of utilities within the road allowance and site connections to these utilities;
  - c. building finished floor elevations;
  - d. other information as required by the Corporation.
7. The Owner or Developer agrees that the site development and servicing will be in accordance with the plan(s) as approved, subject only to such changes as have received advance approval.
8. The Owner or Developer further agrees that:
- a. final grades and elevations will be established to the satisfaction of the Corporation. The Owner or Developer will provide proof of final grades and elevations certified by a professional land surveyor or civil engineer, prior to the final release of the Letter of Credit;
  - b. all surface and roof drainage will be controlled on site and taken to an outlet approved by the Corporation;
  - c. all necessary provisions for service connections on site will be made to the satisfaction of the Corporation;
  - d. construction work will be carried forward expeditiously in good and workmanlike manner, in accordance with good trade practice and so to cause a minimum of nuisance;
  - e. all necessary precautions to avoid dust, noise and other nuisance and to provide for the public safety will, so far as possible, be taken and which comply with The Construction Safety Act;
  - f. all necessary care will be taken to see that mud and soil is not tracked or spilled onto any public street, and where such tracking occurs, the street shall be cleaned at the end of each working day;
  - g. garbage disposal facilities will be an enclosed type located as shown on the Site Plan designed in a manner satisfactory to the Corporation;
  - h. unless otherwise provided, all parking lots and walkways will be finished with hot-mix asphalt, concrete or paving stones to the satisfaction of the Corporation and have permanent bumper curbing along all parking areas that abut the property limits;

- i. stock-piling of snow will not be allowed on the site where it will constitute a hazard in the opinion of the Corporation;
- j. all signage will comply with The Corporation of the Town of Aylmer Sign By-Law;
- k. the electrical servicing of the property shall be subject to the approval of EARTH Power;
- l. upon failure by the Owner or Developer to do any act during the development period herein, that the public safety or convenience requires, in accordance with this Agreement, upon seven (7) days written notice, the Corporation, in addition to any other remedy, may go in and do same at the Owner or Developer's expense, and collect the cost in like manner either as municipal taxes or from the Letter of Credit deposited as performance security;
- m. the Corporation may treat any breach of this Agreement as a breach of the Building By-Law, and upon twenty-four (24) hours written notice to the Owner or Developer, stop work until the breach is rectified;
- n. nothing in this Agreement constitutes waiver of the owner's duty to comply with any by-law of the Corporation or any other law.

9. The Owner or Developer shall:

- a. be responsible for consulting with EARTH Power regarding any matters that relate to services provided by EARTH Power;
- b. be responsible for consulting with and obtaining the necessary approvals from the Corporation, where access to municipal services lies within a registered easement;
- c. notify the property owners, in writing, over whose property the easement is registered, of their intention to enter onto the said easement for such work as may be approved by the Corporation. The letter(s) of approval shall be filed with the Corporation, prior to entering onto and the commencing of any works within the registered easement;
- d. restore the easement and other such items as may be found within the easement to the satisfaction of the Corporation, and the Owner of the property over which the easement lies.

10. The Owner or Developer shall be responsible for consulting with and obtaining any necessary approval from all regulatory bodies such as, but not limited to, the Catfish Creek Conservation Authority and the Ministry of the Environment, Conservation & Parks;
11. The Owner or Developer shall satisfy all the requirements in relation to the fire protection for the building(s) to the satisfaction of the Town's Fire Chief.
12. The Owner or Developer agrees to pay for damages to public property including but not limited to curb and gutter, sidewalk, street surfaces, storm and sanitary sewer systems and watermains, which may occur during the period of construction. Any such repair may be undertaken by the Corporation at the expense of the owner or developer, within thirty (30) days notice.
13. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties, or with the safe flow of traffic on abutting or adjacent streets.
14. The Owner or Developer shall landscape and maintain plants and ground cover acceptable to the Corporation, on those lands so indicated on the Site Plan.
15. If the Ontario Building Code requires that an Architect or Professional Engineer or both, shall be responsible for the field review of any new building or extension, provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used, any said new building or extension, until after an Architect or Professional Engineer has given to the Corporation, a letter addressed to the Corporation, and signed by the said Architect or Professional Engineer, certifying that all construction and/or services on or in the said lands, required for this development or redevelopment, newly installed by the Owner or Developer in connection with this development or redevelopment, have been installed and/or constructed in a manner satisfactory to the Architect or Professional Engineer.
16. The Corporation, through its servants, officers and agents, including its Chief Building Official, Fire Chief, Head of Public Works, and Municipal Engineer, may, from time to time, and at any time, enter on the premises of the Owner to inspect:
  - a. the progress of development;
  - b. the state of maintenance as provided for in this Agreement.
17. In the event of any servant, officer or agent of the Corporation, determining, upon inspection, that the development is not proceeding in the strict accord with the

plans and specifications filed, such servant, officer or agent shall forthwith, place a notice requiring all work to be stopped upon the premises and forward a copy, by registered mail, to the Owner at the last known address, on the last revised assessment roll, and the Owner or Developer shall forthwith correct the deficiency or deviation.

18. In the event of any servant, officer or agent of the Corporation, upon inspection, be of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith, forward notice of such opinion, by registered mail, to the Owner, at the last known address, and the Owner or Developer shall forthwith correct the deficiency or appeal to the Council of the Town of Aylmer, as hereinafter provided.
19. In the event that an Owner or Developer should disagree with the opinion of the servant, officer or agent of the Corporation, as to the state of maintenance, such Owner or Developer shall appear before the Council of the Town of Aylmer, which after hearing the owner or developer, shall express its opinion as to whether the maintenance is satisfactory, by resolution, which shall constitute a final determination of the matter.
20. In the event that an Owner or Developer shall fail to obey a stop work order issued under Section 17 hereof, the Owner or Developer recognizes the right of the Corporation to apply to the Courts for a restraining order.
21. In the event that an Owner or Developer shall fail to correct a deviation or deficiency after notice pursuant to Section 17 or after notice of an opinion, which the Council of the Town of Aylmer determines is correct, under Section 17, the Council of the Town of Aylmer, may by by-law, direct, on default of the matter or thing being done by the Owner or Developer, after two (2) week's notice, to it by registered mail, at the last known address of the Owner, pursuant to the last revised assessment roll of passage of such By-Law, that such matter or thing be done by the Corporation, at the expense of the Owner or Developer, which expense may be recoverable by action as municipal taxes, or from the Letter of Credit deposited as performance security.
22. Unless otherwise authorized, in the event of an owner or developer wishing to change at any time, the buildings, structures or facilities described in Exhibit "A" and "B", it shall make application to the Council of the Town of Aylmer, for approval, and shall not proceed with such change until approval is given by such council, or in default by Local Planning and Appeal Tribunal, under the Planning Act (Ontario), as amended.

23. The Owner or Developer agrees to pay to the Corporation and the all administration costs incurred in connection with this Agreement, and the fulfillment of this Agreement, including legal, engineering and inspection costs.

### **CAPITAL CHARGES**

The following capital charges are to be paid at the time that this Agreement is signed:

24. **SITE PLAN REVIEW FEE**

The Owner or Developer shall pay to the Corporation, in cash or by certified cheque, an amount of Two Hundred (\$200.00) Dollars, per application, for Site Plan Review.

25. **COST RECOVERY – ENGINEERING, ARCHITECTURAL, LEGAL SERVICES AND OTHER CONSULTING SERVICES**

The Owner or Developer hereby acknowledges the right of the Corporation to, at its sole discretion, retain such planning, engineering, environmental, architectural, legal and/or other consultants as is deemed necessary by the Corporation to evaluate and finalize the Development and to negotiate and register the Development Agreement. The Owner or Developer further acknowledges that the Owner or Developer is responsible for all costs incurred by the Corporation during the Site Plan and Development approval process and that the costs for the aforementioned services shall be paid for through the security deposit held by the Corporation for the Development, or by the Owner or Developer directly. In the event that the security deposit held by the Corporation for the Development is insufficient to pay the said costs, the Owner or Developer shall forthwith remit to the Corporation all such costs.

26. **LIABILITY INSURANCE**

Before commencing any of the work provided for herein, the owner or developer shall supply the Corporation with a Liability Insurance policy in the amount of \$\_\_\_\_\_ per occurrence, and in a form satisfactory to the Corporation, indemnifying the Corporation from any loss arising from claims for damages injury or otherwise, in connection with the work done by or on behalf of the owner of the development. The said policy shall be provided at the time of the signing of the Agreement and remain in force, until the development is complete and all required documentation as per Article 15 has been filed with the Corporation.

27. **PERFORMANCE GUARANTEE**

The Owner or Developer hereby defines the completion date of this Agreement and project to be on or before \_\_\_\_\_. It will be the Owner or



Developer's responsibility to require, in writing, an extension to this agreement/project, within sixty (60) days of the above stated completion date, should an extension be required.

As security for the performance and completion of all works required by this agreement, the Owner or Developer shall supply the Corporation with a Letter of Credit, equal to 50% of the site works as prepared by the Engineer of Record and based on the estimated cost of alterations to public property, sidewalks, roadway, curbs and gutters and storm sewers, and any repairs for damages to public property, sidewalks, roadway, curbs and gutters and storm sewers, plus all site specific components as defined by the Site Plan, "Exhibit A", and the Grading, Drainage & Site Servicing Plan, "Exhibit B", which are approved under this Agreement. The amount of the Letter of Credit shall be established by the Corporation as \$\_\_\_\_\_.

An irrevocable Letter of Credit shall be issued from a Chartered Bank as a general rule. On a case by case basis, the Corporation may accept a Letter of Credit from a Credit Union up to a maximum Fifty Thousand (\$50,000.00) Dollars. The acceptance of a Letter of Credit from a Credit Union shall be subject to the approval of the Corporation. The Corporation may, in exceptional circumstances, accept a Letter of Credit greater than Fifty Thousand (\$50,000.00) Dollars from a Credit Union; however, the Owner or Developer acknowledge that approval of a Letter of Credit in excess of Fifty Thousand (\$50,000.00) from a Credit Union is subject to the approval of the Corporation. The irrevocable Letter of Credit shall be payable to the Corporation at any time or in part, from time to time, upon written notice from the Corporation, shall be provided at the time of signing of this Agreement, and shall remain in force, until Twelve (12) months following the completion of this project. For the purposes of determining the said twelve (12) month period, in the absence of a Certificate of Substantial Completion, the date of completion for the Development shall be determined by the Corporation, acting reasonably.

28. This Agreement and the provisions thereof, do not give to the Owner or Developer or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner or Developer to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner or Developer in its performance of the said obligations.
29. In the event that no construction on the said lands has commenced within One (1) year from the date of registration of this Agreement the Corporation may, at its option, on one month's notice to the owner or developer, declare this Agreement to be subject to re-negotiation, whereupon the Owner or Developer agrees that it will

not undertake any construction on the said lands until this Agreement has been re-negotiated.

30. The Owner or Developer agrees that it will not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Corporation to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner or Developer in any case.
31. The Owner or Developer agrees on behalf of himself/herself, his/her heirs, executors, administrators and assigns, to save harmless and indemnify the Corporation, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Corporation by any person or persons arising either directly or indirectly as a result of any action taken by the Owner or Developer, pursuant to this Agreement.
32. All facilities and matters required by this Agreement shall be provided and maintained by the Owner or Developer at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof, and without limiting other remedies available to the Corporation, the provisions of Section 326 of The Municipal Act, R.S.O. 1990, shall apply.
33. This Agreement shall be registered at the expense of the owner or developer, against the land to which it applies, and the Corporation shall be entitled, subject to the provisions of the Land Titles Act, to enforce its provisions against the Owner or Developer, named herein, and any and all subsequent Owner or Developers of the land. In the event any mortgage or other encumbrance is registered on the land prior to this Agreement, the owner or developer shall execute such documents and take all steps and actions necessary in order to obtain a postponement of the said mortgage or encumbrance in favour of this Agreement and register the said postponement on title to the land. A copy of the said postponement shall be delivered to the corporation forthwith after the postponement has been registered on title to the land.
34. A Certification of Completion/ Compliance attached hereto as "Exhibit "D", shall be filed by the owner or developer, following completion of the development to ensure all details of the Site Plan Agreement have been complied with.
35. The parties acknowledge that the Owner or Developer may request an amendment to the Site Plan or an amendment that involves a renovation or change of use to an existing structure on the said lands. The parties acknowledge that the Corporation

shall have the right to require the Owner or Developer to execute a further or amended Development Agreement in the event of such an amendment to the Site Plan, a renovation to existing structures on the said lands or a change of use for the said lands. The Owner or Developer may request that the Corporation waive its rights to require the Owner or Developer to enter into a further or amended Development Agreement and obtain further Site Plan approval(s) in connection with such amendments. The Corporation shall not be required to waive the request for further Site Plan approval(s) or a further (or amended) Development Agreement. However, in considering whether to waive the Corporation's right to require such approvals or a further (or amended) Development Agreement, the Corporation shall consider the following factors:

- a. the value of any renovations to existing structures on the said lands;
- b. the nature of any change of use that is proposed for the said lands;
- c. the impact of any change of use on the said lands;
- d. compliance with the Zoning By-Law and the Official Plan for any proposed change of use on the said lands;
- e. the effect any change of use or renovation of any existing buildings may have on the grading, drainage and site servicing plan, the elevation drawings, the location of parking, off-street vehicular loading, driveways for emergency vehicles, walkways and other means of pedestrian access, entrances and exits on the said lands;
- f. provision for collection and storage of garbage and other waste material;
- g. the proposed location and provision of fences and lighting;
- h. the effect a proposed change of use or a renovation may have on the supply of water and other utilities to the said lands; and
- i. such further and other factors that the Corporation may consider in its sole and absolute discretion.

IN WITNESS WHEREOF, the Parties hereto have hereupon, affixed their Corporate Seal, duly attested to by their authorized signing officers in that behalf.

OWNER OR DEVELOPER

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THE CORPORATION OF THE TOWN OF  
AYLMER

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MAYOR

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CLERK

## **Exhibit A: Site Plan Drawing Requirements**

Site plan drawings are to be formatted as outlined below and are to contain the following information:

**Administrative Details**

1. Metric scale of 1:250 or other standard scale
2. Signed and stamped by a qualified professional
3. Project details such as name, submission date, phasing outline
4. Applicant and owner information
5. Legal description and municipal address
6. Drawing number and title
7. Town of Aylmer zoning compliance table including required and proposed zoning, lot coverage, area, frontage, yards, parking and building height
8. Revision box and dates
9. Key map showing the location of the property and provincial, regional and municipal roads
10. North arrow
11. Scale bar

#### Site Characteristics

12. Lot boundaries, bearings and dimensions from a legal survey
13. Adjacent land uses and existing structures
14. Locations of easements, site triangles, reserves, road widening and land dedications
15. Existing and proposed screening / fencing including materials of construction
16. All open storage areas

#### Proposed/Existing Buildings

17. Proposed building footprint, proposed use and location
18. Distance to building(s) from all property lines

19. Dimensions of buildings, structures and building entrances (including finished floor elevations)
20. Relationship of the proposed buildings to adjacent buildings, streets and exterior areas to which members of the public have access

### Driveways, Access & Parking

21. Streets, driveways, sidewalks and parking areas including dimensions
22. Boulevard treatment (if applicable)
23. Location and dimension of fire routes and turnarounds with a minimum 12.0 metre radius measured at the centreline
24. Vehicle access, aisle and driveway locations are indicated with width, turning radii dimensions and type of curbing
25. Items which may impact vehicle access (i.e. traffic signals, turning lanes, centre medians, etc.)

### Utilities & Services

26. Location of utilities and underground services including water, wastewater, stormwater.

### Landscaping & Site Features

27. All landscaped areas in conformance with the zoning requirements
28. All open storage areas
29. Location and dimension of all outdoor hard surfaces and type of material proposed
30. Watercourses and rock outcroppings (if applicable)
31. Retaining walls, fences, stairs and berms
32. Ground and pylon signs
33. All exterior lighting

34. Landscape items to be included on the site plan:
  - a. Location of existing vegetation to be retained/preserved
  - b. Location and details of proposed landscape features including decorative paving, garbage containers, curbing, retaining walls, site furniture, signs and planters (with surface treatments indicated)
  - c. Design of street trees and streetscape elements are in conformance with the Town of Aylmer Tree Policy

### Minimum Landscaping Requirements

- Locations of landscaping features are compatible with utilities, services and signage
- Landscaping features are sited to improve energy conservation (i.e. cold and wind screening, shading, etc.) as well as to deter crime (i.e. access points are unobscured, public vs. private space is defined, etc.)
- Consideration given to the preservation, retention and improvement of existing landscape features
- Low maintenance, hardy, native species considered where appropriate
- Species selected for compatibility with site conditions and seasonal appearance
- Landscaping table listing all existing and proposed species including common name, botanical name, quantity, size and condition at planting

### Exhibit B: Grading, Drainage & Site Servicing Plan Drawing Requirements

Grading, drainage & site servicing plan drawings are to be formatted as outlined below and are to contain the following information:

1. Signed and stamped by a professional engineer who is certified and licensed in the Province of Ontario

2. Property lines, adjacent streets and land uses
3. Locations of easements, site triangles, reserves, road widenings and land dedications
4. Buildings and structures on site and adjacent properties
5. Street, driveways, sidewalks and parking areas including dimensions
6. Watercourses and rock outcrops
7. Retaining walls, fences, stairs and berms
8. Utilities and underground services
  - a. Location of water, wastewater, stormwater and utility services
  - b. Location of nearest fire hydrant and distance to principle entrance
  - c. Locations of all utility poles and overhead wires including identification of any which will be relocated (including guy wires)
  - d. Exterior waste storage and handling areas (Note: If interior waste storage is to be provided, a note is required on the site plan drawing.)
  - e. Snow storage
9. On-site exterior lighting (including streetlight poles)
10. Town of Aylmer Standard Notes to be included on plan
11. Type of surfacing
12. Location, size, length, grade, material and bedding of all proposed underground services
13. Locations of landscaped areas
14. Details of stormwater management control features:
  - a. Location, size and length of culverts and pipes
  - b. Catch basins, roof top controls, on-site storage, curb cuts and pond outlet controls
  - c. Proposed service connections to Town of Aylmer infrastructure



d. Size and location of storm laterals and service lids

15. Displays top of foundation wall and finished floor elevation of the ground floor and entrances of all buildings
16. Existing and proposed spot elevations within the project site and on adjacent properties (includes percent grades, slope ratios, detention areas and directional arrows)
17. Retaining walls in excess of 1.0 m are reviewed and stamped by an engineer
18. Roof downspout locations

### Minimum Grading & Drainage Requirements

- Site drainage and controls are self-contained within the lot (unless otherwise approved by the Town of Aylmer)
- Drainage from adjacent sites has been considered and incorporated into the grading design
- Grade differences at property line are matched or minimized
- Berms, retaining walls and significant grade changes are provided and no earth slopes are greater than 4:1
- Front yards have been graded to drain towards the street
- Maximum driveway grade is 6.0%
- Erosion and sedimentation control measures have been used during and after construction (i.e. silt control fencing located prior to site grading and stone mat installed at site entrance)
- Where property drains to a stormwater management pond, release rate for roof tops and overall site including rooftops shall be calculated
- For areas not draining to a stormwater management pond, a release rate calculation is required
- Grading and drainage satisfy Town of Aylmer requirements

## Stormwater Management Report

- Prepared, signed and stamped by a professional engineer who is certified and licensed in the Province of Ontario
- If the project site is within a Registered Plan of Subdivision, the Stormwater Management Report must comply with approved Master Environmental Servicing Plan and overall Stormwater Management Report for the subdivision
- Meets the Town of Aylmer's stormwater management criteria outlined in the Town of Aylmer guidelines

## Consultant Engineer Letter of Conformance

- Certifies the consultant engineer is a full member in good standing and licensed in the Province of Ontario and that the submission utilizes sound engineering principles
- Consultant has reviewed the Site Plan Control Package and has visited the project site
- Consultant has reviewed the Town of Aylmer guidelines

## Exhibit C: Elevation Drawing Requirements

Elevation drawings are to be formatted as outlined below and are to contain the following information:

1. A plan indicating location and size of rooftop mechanical units and screening (if applicable)
2. All exterior walls showing dimensions

3. Finishing materials and colours for all elements
4. Door and window types and details
5. Architectural details
6. Exposed foundation
7. Air conditioning and exhaust vents (if applicable)
8. Signs, exterior lights, equipment and equipment housing
9. Details of public areas and special features

## **Exhibit D: Certificate of Completion/ Compliance**

PROPERTY IDENTIFICATION: \_\_\_\_\_

MUNICIPAL ADDRESS: \_\_\_\_\_

OWNER/ DEVELOPER: \_\_\_\_\_

This document serves to certify that the development project on the subject lands has been completed in accordance with the terms and conditions of the DEVELOPMENT AGREEMENT BY-LAW NO. \_\_\_\_\_ .

DATED: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DECLARATION IS TRUE AND CORRECT.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME OF OWNER/  
DEVELOPER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

## **Exhibit E: Postponement Letter**

*(date)*

*(name & address of owner)*

Dear (name of owner) :

Re: Development Agreement for (insert address of property) (the "Lands")

The Development Agreement is registered on title to the Lands. If there are any mortgages or other encumbrances registered on title to the Lands prior to the date of registration of the Development Agreement, it is your responsibility under the Development Agreement to obtain a postponement of that mortgage or encumbrance. Failure to do so is a default under the Development Agreement and provides the Town of Aylmer with the right to enforce the covenants under the Development Agreement.

Kindly provide the Town of Aylmer with the Title Search confirming that there are no mortgages or encumbrances registered on title prior to the Development Agreement. If there are mortgages or other encumbrances registered prior to the Town of Aylmer's Development Agreement, you must take all actions necessary and execute all documents required to obtain a postponement of that mortgage or encumbrance in favour of the Town of Aylmer's Development Agreement.

We look forward to hearing from you no later than ten days from the date of this letter.

Yours very truly,

Jenny Reynaert, CAO & Deputy Clerk