



## THE CORPORATION OF THE TOWN OF ERIN

### By-Law #21 - 24

#### **Being a By-law to enter into a Development Agreement with Roland Hill Regarding Part of Lot 15, Concession 11**

**WHEREAS** the Municipal Council of the Town of Erin deem it advisable to enter into a Development Agreement with Roland Hill regarding the development of Part of Lot 15, Concession 11, Town of Erin;

**BE IT THEREFORE ENACTED** by the Municipal Council of the Corporation of the Town of Erin as follows:

1. The entering into of a Development Agreement with Roland Hill, a true copy of which is attached hereto and forms part of the By-law, be hereby approved.
2. The Mayor and CAO are hereby authorized to sign the said Agreement on behalf of the Corporation of the Town of Erin and affix the Corporate Seal thereto.

**Passed in Open Council on the 18<sup>th</sup> day of May, 2021.**

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**Mayor, Allan Alls**

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**Clerk, Lisa Campion**

DEVELOPMENT AGREEMENT

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

BETWEEN

ROLAND HILL

AND

THE TOWN OF ERIN

**THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2021**

**BETWEEN: ROLAND HILL**

hereinafter called the "Owner"  
OF THE FIRST PART

**AND**

**THE CORPORATION OF THE TOWN OF ERIN**

hereinafter called the "Town"  
OF THE SECOND PART

**WHEREAS** the Owner of the First Part warrants that it is the Owner of lands in the Town of Erin, in the County of Wellington, as more particularly described in Schedule "A" attached hereto. The aforesaid lands are hereinafter referred to as the "subject lands";

**AND WHEREAS**, the Owner had made application to The Planning and Land Division Committee for the County of Wellington for consent to sever the subject lands under File Numbers B104-17, B105-17 and B106-17;

**AND WHEREAS**, The Planning and Land Division Committee for the County of Wellington has granted provisional consents relating to the above noted files and such consents are condition upon the entering into a Development Agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, the parties hereto agree, each with the other, as follows:

1. Approved Plans

The Owner covenants and agrees that buildings or structures will be erected on the lands substantially in conformity with the Concept Plan marked as Schedule B attached hereto and as approved by the Town.

2. Design, Construction and Installation of Works

It is understood that drainage works and grading shall comply with the overall grading of the area with the intent that drainage from the lands herein shall not interfere with the neighbouring lands.

3. Driveways and Culverts

The Owner covenants and agrees to install, at its cost, entrance driveways and culverts in accordance with the approved drawings and to the satisfaction of the Town Engineer.

#### 4. Development Charges

The Owner covenants and agrees to pay all applicable Development Charges prior to the issuance of a building permit. All development charges shall be payable (a) per type of residential unit (i.e., single, semi, multiple, etc.) for any residential development; and (b) per square foot for all non-residential development. Development charges are payable at the rate which is in effect on the date of payment as per the Town Development Charge By-law Nos. 2019-32 and 20-40, as amended. Development Charges will be adjusted annually in accordance with the prescribed index in the *Development Charges Act*.

Nothing in this Agreement shall relieve the Owner from the payment of any lawfully imposed development fees charged by any other government agency having jurisdiction.

#### 5. Conveyance of Land for Park Purposes

The Owner agrees to convey land for park or other recreational purposes in accordance with the Planning Act or, if required by the Town, cash-in-lieu thereof in the amount of **\$22,500.00 (\$7,500.00 per new lot)**, prior to the execution of this agreement.

#### 6. Additional Approvals Required

The Owner acknowledges that any approvals by the Town or its officials does not relieve the Owner from obtaining those approvals required by any other governmental authority.

#### 7. Legal Costs

The Owner covenants and agrees to pay to the Town all legal costs occasioned by this Agreement and the development contemplated by this Agreement.

#### 8. Additional Conditions

The Owner agrees to the additional conditions as outlined in Schedule "E" attached hereto.

#### 9. Notice Required

If any notice is required to be given by the Town to the Owner with respect to this Agreement, such notice shall be mailed or delivered to:

**Roland Hill**  
**9729 Dundas Street East**  
**Erin ON N0B 1T0**

Or such other address as the Owner has notified the Town Clerk in writing. Any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

10. Agreement Schedules

The following Schedules, which are affixed hereto, are hereby made a part of this Agreement as fully and to all intent and purposes as though recited in full herein:

- Schedule A - Description of Lands
- Schedule B - Concept Plan and Zoning
- Schedule C - Lands and Easements to be Conveyed
- Schedule D - Fees and Development Charges
- Schedule E - Other Conditions

11. Registration of Agreement

This Agreement shall be registered on title by the Town, against the title to the lands as hereinbefore described, at the expense of the Owner.

12. Parties to Which the Agreement is Binding

This Agreement shall ensure to the benefit of the parties hereto, their successors and assigns.

13. Context of Wording

It is hereby agreed and declared that where in this Agreement the context so required, words in the singular include plural and words in the plural include singular, and words importing the masculine gender include the feminine and neutral genders.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED, SEALED AND  
DELIVERED  
In the presence of

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\_\_\_\_\_  
) ROLAND HILL

\_\_\_\_\_  
Witness

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\_\_\_\_\_  
) THE CORPORATION OF THE TOWN OF ERIN  
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\_\_\_\_\_  
) ALLAN ALLS, MAYOR

\_\_\_\_\_  
) NATHAN HYDE, CAO

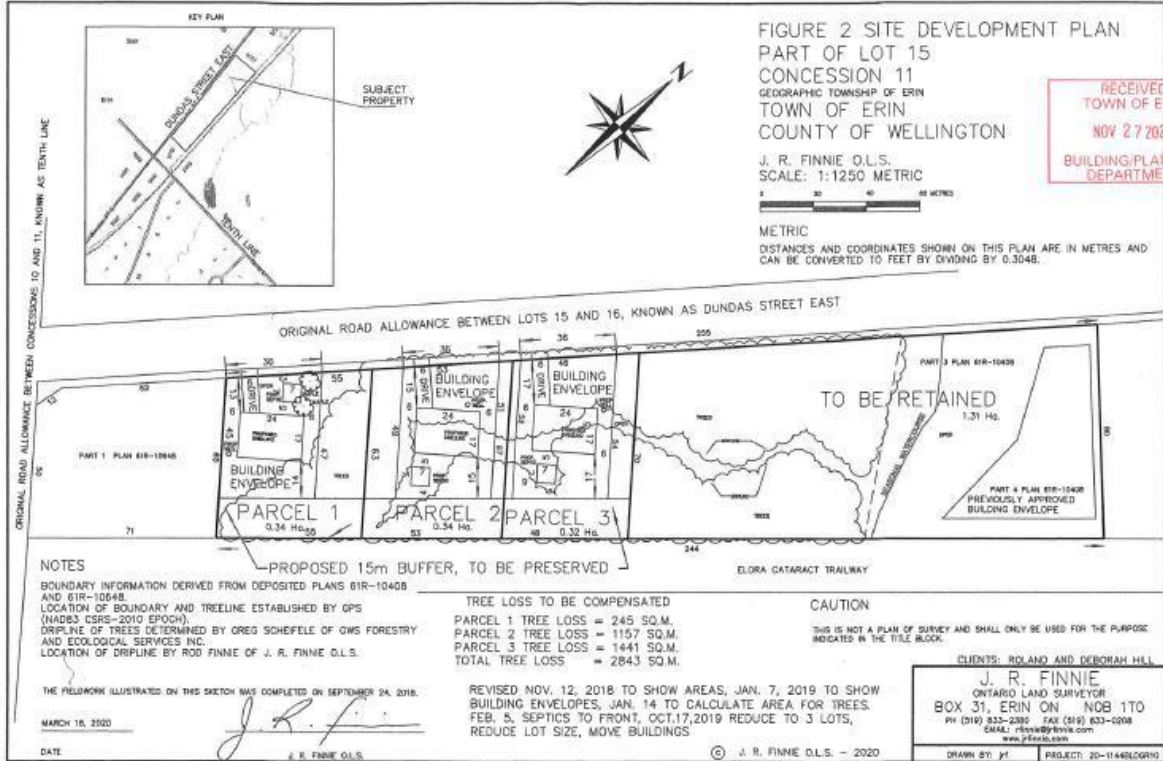
## **Schedule A**

### **Legal Description of Lands**

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Town of Erin, in the County of Wellington and being composed of a Consolidation of Various Properties: Part of Lot 15, Concession 11, Geographic Township of Erin; Pts 3 & 4, 61R10408 & Pt 2, 61R10648, Town of Erin.

# Schedule B

## Concept Plan and Zoning





**THE CORPORATION OF THE TOWN OF ERIN**

**By-Law #21 - 25**

**A By-law to amend Zoning By-law 07-67, as amended, being the Zoning By-law for the Corporation of the Town of Erin for lands known as Part of Lot 15, Concession 11 - Hill**

**Whereas** the Council of the Corporation of the Town of Erin deems it desirable to amend By-law 07-67 as amended, pursuant to Section 34 of the Planning Act, R.S.O. 1990 as amended;

**Be it resolved that Council hereby enacts as follows:**

1. **That** Schedule 'B' of By-law 07-67, the Comprehensive Zoning By-law, is amended by rezoning lands legally described as Part of Lot 15, Concession 11, Town of Erin from the current Future Development Zone to '**Residential One Exception (R1-114) Zone**' and '**Village Environmental Protection (EP1) Zone**', as more specifically shown on Schedule "A" of this By-law.
2. **That** Section 14, "SPECIAL PROVISIONS", be amended by adding the subsection as follows:

<p><b>R1-114</b> By-law 21-XX Hill Pt Lot 15, Con 11 Roll #</p>	<p>Notwithstanding the provisions of the Residential One (R1) Zone or any other provisions in By-law 07-67 to the contrary, the land zoned R1-114 on Schedule 'A' is subject to the following special provisions:</p> <ol style="list-style-type: none"> <li>a) For purposes of calculating lot area and lot frontage, but not lot coverage, the lot shall be considered all of the lands including the R1-114 and EP1 zones.</li> <li>b) Minimum Lot Area 3000.0 m<sup>2</sup></li> <li>c) Minimum Lot Frontage 48.0 m</li> <li>d) Maximum Building Coverage 25.0%</li> <li>e) Section 4.36 of the By-law shall not apply</li> <li>f) Building setback from EP1 Zone 0.0 m</li> </ol>
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3. That the subject land as shown on Schedule "A" to this By-Law shall be subject to all other applicable regulations of Zoning By-Law 07-67, as amended.
4. That this By-law shall come into force on the date it is passed by the Council of the Corporation of the Town of Erin subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.

**Passed in Open Council on the 18<sup>th</sup> day of May, 2021.**

\_\_\_\_\_  
**Mayor, Allan Ails**



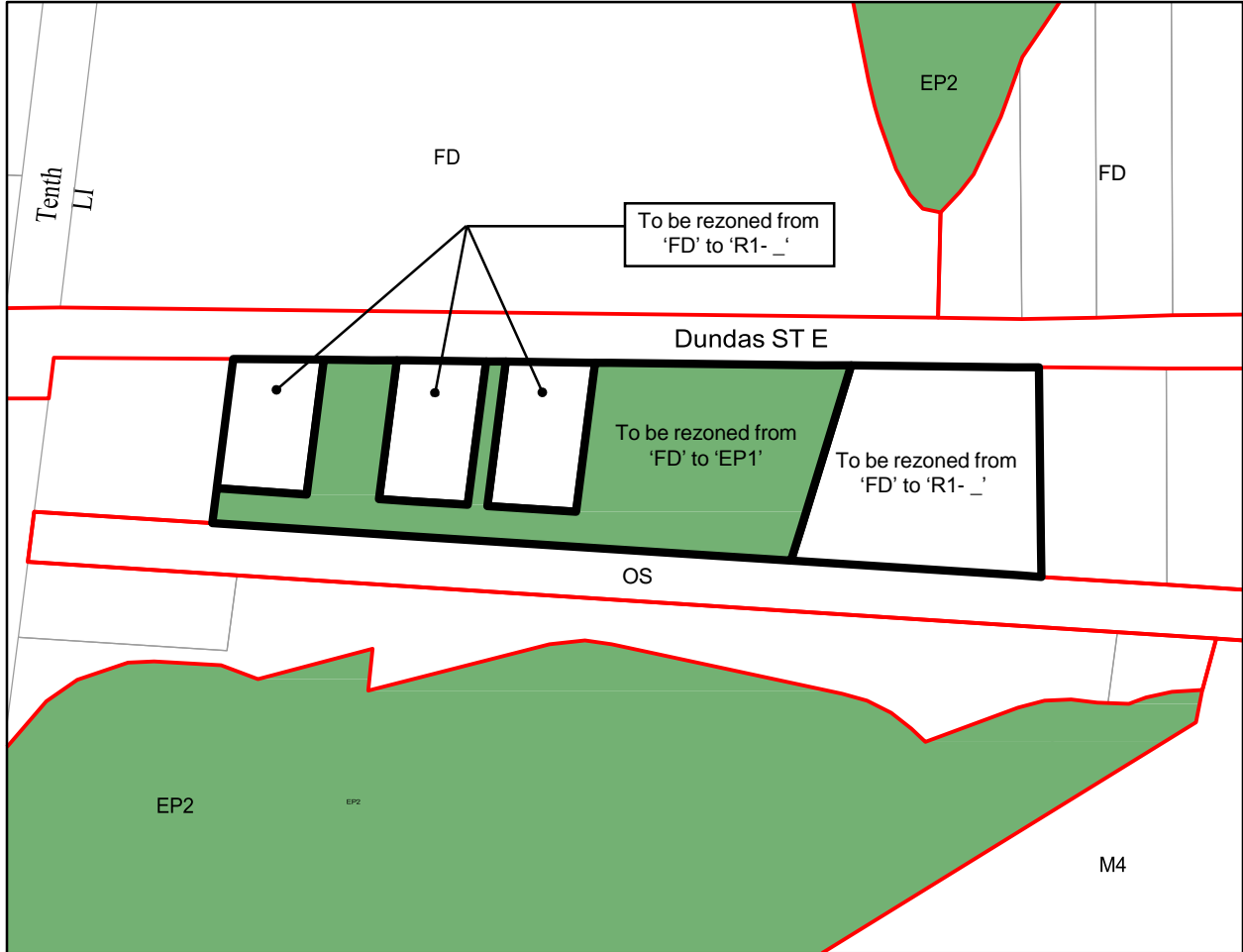
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**Clerk, Lisa Campion**

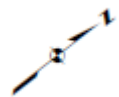
THE CORPORATION OF THE TOWN OF ERIN

By-law #21 - 25

SCHEDULE "A"



AREA AFFECTED BY THIS BY-LAW



This is Schedule "A" to By-law #21 - 25

Passed this 18<sup>th</sup> day of May, 2021

\_\_\_\_\_  
Mayor, Allan Alls

\_\_\_\_\_  
Clerk, Lisa Campion



## THE CORPORATION OF THE TOWN OF ERIN

### EXPLANATION OF BY-LAW #21 - 25

By-law Number 21 - XX amends the Town of Erin Zoning By-law 07-67, as amended, by rezoning lands legally described as Part Lot 15, Concession 11, Town of Erin, from Future Development (FD) Zone to Residential One Exception (R1-114) and Village Environmental Protection (EP1) Zone.

The purpose of the proposed zoning by-law amendment is to permit a single detached dwelling.

**Schedule C**  
**Fees and Development Charges**

ITEM	AMOUNT
<b>Prior to Final Consent</b>	
Cash in Lieu of Parkland \$7,500.00/lot	\$22,500.00
The Owner agrees to pay the Town the costs of the Town's administrative expenses in connection with this Agreement, including without limiting the generality of the foregoing, such expenses as legal, engineering, surveying, planning and inspection expenses.	\$2,000.00 (fee)
The Owner shall pay to the Town a fee in the amount of \$2,000.00 <b>plus</b> deposit a security of \$2,000.00.	\$2,000.00 (security)
<b>Prior to the Issuance of Building Permit</b>	
Any monies due and payable pursuant to the Town Development Charges By-law	To be determined
Any other monies payable	To be determined

**Schedule D**

**Lands and Easements to be Conveyed**

None

## **Schedule E**

### **Other Conditions**

THE PLANNING AND LAND DIVISION COMMITTEE CONDITIONS OF APPROVAL TO BE FULFILLED:

1. THAT the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
2. THAT the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcels.
3. THAT the Solicitor for the Owner give an undertaking in writing to provide to the Secretary- Treasurer of the County of Wellington Planning and Land Division Committee within 30 days of the date of registration in the Land Registry/Land Titles Office for Wellington (No. 61) a copy of the receipted and registered electronic transfer document including the Form 2 Certificate for Consents B 104-17, B105-17 & B106-17.
4. THAT the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor shall provide a full print of that deposited reference plan(s) as well as a digital PDF copy to the secretary-treasurer of the Planning and Land Division Committee.
5. THAT the Owner satisfy the requirements of the Local Municipality in reference to parkland dedication as provided for in the Planning Act, R.S.O. 1990; and that the Local Municipality file with the Secretary Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
6. THAT the Owner satisfy all the requirements of the Town of Erin, financial and otherwise which the Town of Erin may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and further that the Town of Erin file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
7. THAT the Owner provides written confirmation from a licensed septic installer that the existing septic system is functioning properly and the required setbacks from property boundaries are in compliance with the Ontario Building Code to the satisfaction of the Town of Erin; and further that the Town of Erin file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition
8. THAT a 3m road widening on the severed and retained, anything beyond that is beyond the control of the applicant, to satisfy the requirements of the Town of Erin; and that the Town of Erin files with the Secretary Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

9. THAT the owner provides a predevelopment site drainage and grading plan to the satisfaction of the Town further that the Planning and Development Department file with the Secretary- Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
10. THAT the Owner provide a survey confirming the location of the proposed entrance that should meet the standards outlined in the Entrances By-law 10-47 to the satisfaction of the Town of Erin, and further that the Town of Erin file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
11. THAT the restoration work/plantings identified in the EIS be completed prior to final approval of the severances to the satisfaction of the County of Wellington Planning and Development Department; and, further that the Planning and Development Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
12. THAT the proposed lot receives zoning compliance to the satisfaction of the Town of Erin; and further that the Town of Erin file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
13. THAT the wooded areas and restoration areas identified in the EIS on the severed and retained lots be rezoned to an appropriate Environmental Protection Zone to the satisfaction of the Town of Erin and the County of Wellington; and further that the Town of Erin and the Planning and Development Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
14. THAT any outstanding invoices for the EIS peer review be paid by the applicant to the satisfaction of the County of Wellington; and further that the Planning and Development Department file with the Secretary Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
15. THAT applications B107-17 be withdrawn; and further that the Planning and Development Department file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.