

DEVELOPMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[DEVELOPER]
[address]
(the "Developer")

OF THE FIRST PART

- and -

[CITY]
a municipal corporation having jurisdiction in
[jurisdiction]
(the "City")

OF THE SECOND PART

WHEREAS:

- A. [OWNER] and the Developer entered into an agreement in order to develop and manage the Development Site and have leased the Development Site from [OWNER] for a term ending the ____ day of _____, _____.
- B. On [approval date] the City Planning Commission, pursuant to [specify municipal planning act and land use by-laws], approved the issuance of a Development Permit bearing Number [permit number] for the Development on the Development Site, and on [2nd approval date] amended the said approval by approving the issuance of development permit Number [2nd permit number].
- C. [OWNER], as fee simple owner of the Development Site (the "Owner"), has consented to and agreed to be bound by the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the issuance and the release of the Development Permit by the City to the Developer and of the premises and the mutual covenants, undertakings and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

- 1.01 The following words and phrases shall have the following meanings:
- (a) "Architect" means the firm bearing the name [name of architects], and includes such other architect or architects as may be appointed by the Developer in substitution or replacement thereof;
 - (b) "[city] Planning Commission" means the [city] Planning Commission established by the provisions of By-law No. [by-law no.] of the City;
 - (c) "City Engineer" means the City Official with the title of City Engineer appointed by the Council of the City pursuant to the [municipal government legislation];
 - (d) "Commencement of Construction" or "Commence Construction" shall mean the date that either party commences or causes to be commenced construction of any improvement which that party may undertake or has undertaken to construct or cause to be constructed pursuant to this Agreement, provided that any work relating to the preparation or clearance of any site, including any removal of any cables, buildings, structures, pipes, ducts, lines and tangible improvements, whether located, in whole or in part, above, upon or below ground, or the removal of any debris

from such site, the placing of any machinery or equipment on such site, or the excavation of the site shall not be considered Commencement of Construction;

- (e) "Completion" or "Complete" means as to the Development, or a portion thereof if the same be constructed in stages, when the Architect certifies to the City and the Developer in writing that the Development generally, or any such portion thereof, as the case may be, is in a physical condition in which it can be occupied and any work of the Developer that is still unfinished is such as can be completed promptly and the failure to complete such work would not cause a reasonable user of the Development to object;
- (f) "Development" means the structure, approved by the [city] Planning Commission on [approval dates], which the Developer intends to construct or cause to be constructed on the Development Site generally in accordance with the Plans;
- (g) "Development Officer" means the City official with the title of Development Officer appointed by the Council of the City;
- (h) "Development Permit" means collectively Development Permit No. [permit no.] approved by the [city] Planning Commission on [approval date] and Development Permit No. [2nd permit no.] approved by the [city] Planning Commission on [2nd approval date];
- (i) "Development Site" means those lands leased by the Developer in the City of [city] and registered on [title certificates/deeds/etc] No. [title numbers] described as follows: *[provide legal descriptions]*
- (j) "Environmentally Controlled" means providing heating, lighting and ventilation equipment capable of maintaining:
 - (i) a maximum inside temperature of [inside temperature maintained by air conditioning] when the outside temperature is [outside temperature];
 - (ii) a minimum inside temperature of [inside temperature maintained by heating] when the outside temperature is [outside temperature], it being understood that the minimum inside operational temperature in such event shall be [operational temperature]; and
 - (iii) lighting to the standards generally provided in the [area used for comparison standards];
- (k) "Land Use By-law" means By-law [land use by-law number] of the City of [city] and its associated Rules Respecting Use of Land;
- (l) "Plans" means the plans approved by the [city] Planning Commission attached as Schedules "___" hereto, as may be amended by the Developer with the approval of the Development Officer from time to time;
- (m) "Permitted Encroachments" means those encroachments into [area being encroached into] approved by the City Engineer as shown on Schedule "___" by heavy dotted line and labeled "Permitted Encroachments";
- (n) "Public Areas" means all those areas within and forming part of the Development, the general location of which are shown shaded in [color(s)] on the Plans attached as Schedule "___";
- (o) "Setback Lands" means the [description of setback lands], which are shown shaded in [color(s)] on the Plans attached as Schedule "___";
- (p) "Supports" means such structure of sufficient strength outlined in clause 2.02 herein to support [description] as are necessary to comply with the Development contemplated by this Agreement, which are shown shaded in [color(s)] on the Plans attached as Schedule "___".

ARTICLE II – CONSTRUCTION

2.01

- (a) The Developer shall not construct or cause to be constructed within the Setback Lands any portion of the Development other than the Permitted Encroachments, [list any other exceptions], curbs, gutters, roadways, sidewalks, landscaping and utilities. The Developer hereby undertakes to cause to be dedicated to the City the Setback Lands as defined in clause 1.01(o) and the City shall at its expense, prepare and register a roadway plan of the Setback Lands and the Developer hereby consents to the same.
- (b) In respect of a [size/area] portion of lands from the setback at [location], the Developer hereby agrees that any below grade structure shall be constructed so as to ensure compatibility and conformity with surface elevations associated with existing and future sidewalks, such to be done to the satisfaction of the City Engineer.
- (c) The City acknowledges that the density of the Development as set out in the Plans being [identifying numbers] includes the portion of the bonus standards and a transfer of density in the amount of [size/area] pursuant to the bonus density entitlement as earned by [party] under the [details of agreement], and [party] hereby acknowledges the aforesaid transfer of density of [size/area].

2.02

- (a) In constructing the Development, the Developer shall construct or cause to be constructed the Public Areas in accordance with the Plans and the portion of such Public Areas which are shown shaded in [color(s)] on the Plans attached as Schedule “___” shall be enclosed and Environmentally Controlled.
- (b) In addition, the Developer shall construct or cause to be constructed in conjunction with the Development, Supports and the Developer hereby warrants that such Supports shall be of sufficient strength to support [specific areas to be supported], and particularly shall maintain said Supports or other supports capable of holding up any such [specific areas to be supported] notwithstanding demolition or destruction of the Development.
- (c) The Developer shall cause to be provided in conjunction with a building permit application for the Development, detailed structural drawings, including load calculations of the said Supports and, prior to occupancy of the Development, provide sealed “as built” detailed drawings of the said Supports, [specific areas to be supported], and the locations thereof.

2.03 All bridges, platforms and plazas spanning public roadways, except for the Supports therefor, shall be considered to be owned by the City, even to the extent that they may be located on the Development Site.

2.04

- (a) Subject to clause 2.04(b), the Developer shall, prior to the completion of that portion of the Development on the Development Site, at least ninety (90) days before Commencement of Construction of [specific area of development], submit detailed plans and specifications for such [specific area of development] to the City for its approval, which approval shall not be unreasonably withheld. The City shall give notice to the Developer within ___ days of receipt of such plans and specifications of its approval or rejection. Any dispute as to the withholding of any such approval shall be submitted to arbitration in the manner provided in Article VIII.

THIS IS A 9-PAGE CONTRACT.