



DEVELOPMENT AGREEMENT REQUEST FORM AND INFORMATION

TO BE COMPLETED BY THE DEVELOPER'S CONSULTANT, AND
DELIVERED TO THE REGION'S DEVELOPMENT PROJECT MANAGER.

- Development Engineering Date:
- Community Planning Date:
- Transportation (as applicable) Date:
- Capital & Development Finance Date:

This box will be completed by Halton Regional staff for this file.

DEVELOPMENT AGREEMENT REQUEST

In order to prepare a development agreement we provide the following information:

I TYPE:

- (a) Subdivision Agreement (Residential)
- (b) Subdivision Agreement (Non Residential)
- (c) Servicing Agreement
- (d) Other

II FILE NOS:

- (a) Planning File No. _____
- (b) Development Engineering File No. _____

III GENERAL:

- (a) For each property Owner, provide the following information :
 - Please attach a current Corporate Profile Report (if applicable)

Full Legal Name: _____
Address (City, Postal Code): _____
Telephone Number: _____
Email Address: _____

- (b) For each financial Guarantor, provide the following information :
 - Please attach a current Corporate Profile Report (if applicable)

Full Legal Name: _____
Address (City, Postal Code): _____
Telephone Number: _____
Email Address: _____

- (c) Owner(s) Agent's Details

Name: _____
Address (City, Postal Code): _____
Telephone Number: _____
Email Address: _____

- (d) Owner(s) Authorized Signing Officer(s) Name(s) and Title(s)

(e) Owner(s) Law Firm (for registration of the Agreement on Title to the property)

Law Firm Name: _____

Solicitor's Name: _____

Address (City, Postal Code): _____

Telephone Number: _____

Email Address: _____

(f) Development Name: _____

(g) Local Municipality: _____

(h) Mortgages: Yes No

Note If there are mortgages on title, postponements must be provided as follows:
Servicing Agreement - prior to servicing; Subdivision Agreement - prior to registration*

(i) No Blasting (Engineer's) Letter Attached:

(j) Provide a current copy of the Parcel Page(s) for the Lands pursuant to this Agreement (ie. Parcel Register / PIN sheets). Attached:

Note A further up-to-date parcel page will also be required on day prior to registration*

(k) Provide the Legal Description of the Lands pursuant to this Agreement. Attached:

Note This information will be used by Regional staff to complete Schedule "One"*

(l) Provide a location map or sketch of the lands pursuant to this Agreement. Attached:

Note This information will be used by Regional staff to complete Schedule "Two"
The information is to be clear and legible
Contact the Development Project Manager for acceptable digital formats*

IV PLAN DETAILS

This section provides details of the proposed land use and includes the following tables:

- i. Proposed Land Use Table - *Summary of residential and non-residential proposed uses.*
- ii. Multiple Dwelling Units Detail - *Breakdown of multiple dwelling units per lot/block.*
- iii. Incomplete/Partial Lots/Blocks - *Details of adjoining lots/blocks required to complete this plan or allocated to adjoining Plan (with letter of Direction).*

i. Proposed Land Use Table					
Proposed Residential Uses		Number of Lots/Blocks as labeled in plan		No. of Residential Units	Area (Hectares)
Dwelling type	Identify Lots and Blocks on Plan	Lots	Blocks		
Single detached	<i>Lots ...</i>		----		
Semi detached	<i>Lots....</i>		----		
Multiple dwelling units: Regular Townhouses (Complete Table ii.)	<i>Blocks...</i>	----			
Multiple dwelling units: Stacked or Back-to-Back Townhouses Complete Table ii.)	<i>Blocks....</i>	----			
Apartments – Medium Density (Complete Table ii.)	<i>Blocks....</i>	----			
Apartments – High Density (Complete Table ii.)	<i>Blocks....</i>	-----			
Other: (example: Townhouse – Rear Lane) (Complete Table ii.)	<i>Blocks....</i>	----			
Partial Lots/Blocks – Allocated to this Plan (complete Table iii)	<i>Lots..../ Blocks....</i>				
Subtotal for this Plan					
Incomplete/Partial Lots/Blocks – Allocated to Adjoining Plan (complete Table iii)	<i>Lots..../ Blocks....</i>				
Total Residential Uses					

Proposed Non-Residential Uses					
Use	Identify Lots and Blocks on Plan	No. Lots	No. Blocks	TFA (sq.ft.)	Area (Hectares)
Commercial	<i>Blocks...</i>				
NHS	<i>Blocks...</i>	----			
Open Space	<i>Blocks...</i>	----			
SWM Pond	<i>Blocks</i>	----			
Walkways	<i>Blocks</i>	----			
Institutional – (i.e. School)	<i>Blocks</i>	----			
Road Allowances	<i>Blocks</i>				
Parks	<i>Blocks</i>	----			
Road Widening - Region	<i>Blocks</i>	----			
Village Square	<i>Blocks</i>	----			
Other	<i>Blocks</i>	----			
Total Non-Residential Uses					
Net Developable Acreage					

ii. Multiple Dwelling Units Detail						
Item No	(example) - Regular Townhouses			(example) - Stacked or Back-to-Back Townhouses		
	Block No.	Units on block	Acreage	Block No.	Units on Block	Acreage
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total:						

Item No	(example) - Rear Lane Townhouses					
	Block No.	Units on block	Acreage			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

iii. Incomplete/partial Lots and Blocks – Allocated to This Plan and/or Adjoining Plan

Note: Dwelling units identified as future residential are subject to Development Charges under the current by-law at the maximum number of dwelling units permitted under the then applicable zoning **unless** the adjoining Developer provides a letter of direction addressed to the Region accepting responsibility for the applicable future development charges on their plan.

This Plan		Dwelling type (single, semi, Multiple, Apartment)	Adjoining Plan			
Lot No	Block No.		Reg. Plan(20M) (if known)	Planning Number (24T)	Lot No.	Block No.

Total:						

NOTE: FOR MORE COMPLICATED SUBDIVISION PLANS, CREATE CUSTOM LAND USE TABLES, OR CONTACT THE REGION'S DEVELOPMENT PROJECT MANAGER FOR EXAMPLES. EVERY LOT AND BLOCK IS TO BE LISTED AND ACCOUNTED FOR WITHIN THE TABLES.

V ESTIMATED COST OF THE WORKS TO BE CONSTRUCTED

The internal/external “works” that are proposed to be constructed under this Agreement will be related to Regional watermains, wastewater mains, storm sewers/culverts and Regional road works, including but not limited to entrances and traffic intersections. The Engineer’s draft detailed cost estimate is subject to review/modification by the Region, and will be used by Regional staff to initiate a draft of the financial schedule of the Agreement (Schedule “Three”). Please note that an example financial schedule can be found herein. The Engineer’s final detailed cost estimate will be used to finalize the financial schedule.

VI EASEMENTS AND ENCUMBRANCES

(a) Easements required? Yes No

(b) Transfers required? Yes No

(c) Purpose of Easements or Transfers: _____

(d) Legal descriptions *must be* attached as Schedule Four Yes N/A

VII SUPPLEMENTAL INFORMATION

(a) For subdivisions, please provide 5 full size hardcopies, and a PDF file of the draft 20M-Plan.

*Note * Each phase of subdivision will require its own Regional Subdivision Agreement, and also the registration of its own 20M Plan.*

(b) Please provide the Surveyor’s Area & Frontage Certificate in hardcopy, in digital MS Excel format and in digital Pdf format.

(c) Provide 5 full size hardcopies, and a PDF file of the existing/draft Reference Plans, (ie. 20R-Plans).

Note Regional Servicing Agreements and/or Regional Subdivision Agreements may refer to Reference Plans, therefore please provide copies of all of the applicable plans.*

** Check with the Region’s Development Project Manager for what plans are applicable.*

(d) Certificate of Liability Insurance (to be provided at a later date).

Note At a later date (at the time of returning the signed Agreement), the Owner/Developer will provide the Region with a copy of their Certificate of Liability Insurance, which is specific to their development project. A minimum of 5 Million dollars of liability insurance is required. The Certificate shall name The Regional Municipality of Halton as Additional Insured under the policy. An example Certificate of Insurance (for the Owner’s/Developer’s Insurance Company to follow), will be provided to the Owner/Developer at a later date.*

(e) The Owner/Developer acknowledges that this Development Agreement Request Form (ie. Agreement package) is for only one phase, and for no other development phase.

(f) Solicitor’s Certificate (Guarantee of Title), required just before registration of the Agreement.

SCHEDULE "ONE"

Example (ie. for a new subdivision plan):

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City/Town of _____, Regional Municipality of Halton, being composed of Lots 1 to _____, both inclusive, and Blocks _____ to _____, both inclusive, as shown on a Registered Plan of Subdivision in the Land Registry Office for the Land Titles Division of Halton (No. 20) registered as Plan 20M-_____.

SCHEDULE "TWO"

(Please attach a reduced map (i.e. location map) to this form.)

SCHEDULE "THREE"

EXAMPLE ONLY. NO ACTION IS REQUIRED.

Date :
Law File : 20## - ###

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C. **MONIES PAYABLE** (estimated costs include 10% engineering)

1. Engineering and Inspection Fee

10 % of Estimated Cost of Works (Excluding 10 % Engineering)	\$	-	
Non-refundable credit for initial payment collected at time of first engineering submission	\$	<u>(5,000.00)</u>	
Balance of Engineering and Inspection Fee Payable	\$	-	*T

2. Water Meter Installation Fee

	\$	0.00 per unit x units	-
Description of Lots / Blocks charged			

3. Tapping Fee

Water	To and including 50 mm		-
	100 mm and greater		-
Wastewater			-

4. Administration Fees

Legal Services Department			-	*T
General Administration Fee	\$	0.00 per unit x units	-	*T

5. Regional Development Charges

CHARGES AS APPLICABLE TO THE DEVELOPMENT			-
<ul style="list-style-type: none"> • The remainder of the Regional Development Charges are payable at building permit at the rate then in effect 			

6. Other Charges

Front-ending Recovery Payment			-
CHARGES AS APPLICABLE TO THE DEVELOPMENT			

7. Harmonized Sales Tax (H.S.T. R123609950)

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TOTAL MONIES PAYABLE BY CERTIFIED CHEQUE \$ -

*T = H.S.T. is applicable
Total monies payable upon Owner's execution of the agreement.
The Region reserves the right to amend the financial requirements of this Agreement to reflect the financial policies then current in the Region should the Owner's execution not occur within 30 days from the date of the Agreement.

SCHEDULE "FOUR"

TO BE FILLED OUT IN DRAFT, (if known at this time)

EASEMENTS/TRANSFERS REQUIRED BY THE REGION

Lands and easements to be provided by the Owner to the Region free and clear of any and all encumbrances as determined satisfactory to the Region's Commissioner of Legislative & Planning Services and Corporate Counsel

1. Regional Easements Within the Plan

2. Regional Easements External to the Plan

3. Transfers of Land to the Region for Road Widening

4. Other

SCHEDULE "FIVE"

NO ACTION IS REQUIRED

SAMPLE LETTER OF CREDIT AS REQUIRED BY THE REGION

The Property Owner will be required to post Financial Securities to the Region at the time of execution of the Agreement. An Example Letter of Credit (form acceptable to the Region) and the Region's Letter of Credit Policy, will be provided to the Owner at the time that the Draft Agreement is sent out to the Owner for execution.

SCHEDULE "SIX"

NO ACTION IS REQUIRED

SPECIAL CLAUSES REQUIRED BY THE REGION

List of Special Clauses as determined by the Region.

SCHEDULE "SEVEN"

NO ACTION IS REQUIRED

APPROVED DESIGN DRAWINGS

List of Design Drawings.