

# **UNDERTAKING AGREEMENT - [DEVELOPMENT PROPONENT]**

## **[MUNICIPAL ADDRESS]**

This AGREEMENT made on the [DATE] day of [MONTH], [YEAR].

BETWEEN: **[NAME OF REGISTERED PROPERTY OWNER]**,  
A company incorporated under the laws of the Province of  
Ontario

Hereinafter called the "Developer"

OF THE FIRST PART

AND: **THE CORPORATION OF THE CITY OF ORILLIA**

Hereinafter called the "City"

OF THE SECOND PART

In consideration of the Corporation of the City of Orillia issuing a building permit for the property known municipally as **INSERT MUNICIPAL ADDRESS, Orillia**, as described on Schedule "A" attached hereto and referred to herein as the "said lands" to install eight (8) temporary classroom portables, the Owner, being **NAME OF REGISTERED PROPERTY OWNER** hereby agrees and undertakes as follows:

### **1. Development in Accordance with Approved Plans**

The OWNER shall develop the property in accordance with the Plans described in Schedule 'B' of this Agreement (hereinafter referred to as the "Approved Plans"), attached, and approved by the Director of Development Services, including all notations on said plans.

### **2. Development Security**

In order to guarantee compliance by the OWNER with all terms and conditions contained herein, the OWNER covenants and agrees to file with the CITY prior to or upon execution of this Agreement by the CITY a letter of credit in the amount of the security more particularly set out in Schedule "C" hereto. The letter of credit shall be in a form approved by the CITY. In place of a letter of credit, the OWNER may deposit with the CITY cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the CITY as security in accordance with this Agreement, provided that no interest shall be payable on any such security deposit (the letter of credit, cash or certified cheque being referred to hereinafter as the "Security"). The OWNER hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required on the part of the OWNER by any clause of this Agreement, and the OWNER fails to comply, within thirty (30) days written notice from the CITY, with a direction to carry out such work or matter, the CITY may draw on the Security to the extent necessary and enter onto the said lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the Security so drawn. Any costs incurred by the CITY that exceed the amount of the Security shall be at the expense of the OWNER.

### **3. Release of Security**

The OWNER shall submit a letter in support of the Owner's request for the release or partial release of the Security to the CITY requesting a refund or reduction in the Security. The letter must outline the works completed and acknowledge that they have been completed in accordance with the Approved Plans described in Schedule 'B'. If any of the project components have been completed differently than shown or described on the Approved Plans, the letter must clearly outline any changes. Following this notification, the CITY will perform a Site Inspection.

The Director of Development Services and the Director of Public Works may permit the release, or partial release, of the Security provided the works have been completed in accordance with the Approved Plans outlined in *Schedule 'B'*.

Alternatively, the OWNER shall submit to the CITY a letter in support of the OWNER's request for the release or partial release of the Security requesting a refund or reduction in securities by reason of the discontinuation of the current use of the site as a public school. Such request is to be accompanied by evidence of the discontinuation that is satisfactory to the CITY as determined by the Director of Development Services.

**4. Maintenance of Works**

The OWNER shall maintain and keep in good repair all on-site works in accordance with the Approved Plans and specifications.

**5. Stone Mud-Mat**

In the event that the contractor is required to export earth materials (i.e. topsoil) off the site, the CITY will require the contractor to install a mud-mat on the haul route, as per Schedule "D" attached hereto to prevent mud tracking onto City roads.

**6. Timing of Works**

The OWNER shall complete all of the above noted undertakings and works within one (1) year of the date of signing this agreement. **The OWNER may request extension(s) of the time for completion of the works by submitting a letter to the Director of Development Services, with extension(s), if any, to be granted at the sole discretion of the Director of Development Services.**

**7. Operational Matters**

The OWNER shall, at the OWNER's expense, remove snow stored in the snow storage area as required, from time to time, to make certain that snow will not encroach on the abutting properties.

**8. Building Permits**

The OWNER agrees that the CITY shall not be obligated to issue a building permit on the "said lands" until such time as the CITY has approved the required site plan, and the OWNER has paid all applicable fees as may be specified by Municipal By-law.

THIS AGREEMENT shall ensure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**The Owner: NAME OF REGISTERED PROPERTY OWNER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**The Corporation of the City of Orillia**

\_\_\_\_\_  
Ian Sugden, MCIP, RPP  
Director of Development Services

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Schedules to be included as part of this agreement:**

SCHEDULE 'A' - LEGAL DESCRIPTION OF LANDS

SCHEDULE 'B' - LIST OF APPROVED PLANS

SCHEDULE 'C' - FEES AND DEVELOPMENT SECURITY

SCHEDULE 'D' - STONE MUD MAT DETAIL