

## SUMMARY OF CHANGES TO THE MASTER DEVELOPMENT AGREEMENT

### Highlight Legend

**Sections Added** – Administrative

**Sections Added** – Changes of note or with potential changes to the process

**Sections Amended** – Administrative

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### Changes

Minor text clarifications added throughout as highlighted.

Capitalization to reflect defined definitions and replacement of references to defined definitions where applicable (changes made but not highlighted within the document).

#### FRONT END:

Front end, paragraph 7: Clarified ownership of infrastructure to become County's at CCC.

#### SECTION 1:

Added 4 definitions.

Section 1.7 a) definition of Essential Services revised to remove development identification signs, zoning signs and directional signs as essential.

Section 1.9 c) amended to reflect final lift installation to permitted up to 6 months before FAC, noting that the Guarantee Period may extend up to 6 months beyond FAC and release of securities.

Section 1.14 modified to reflect the prime business rate vs. the prime lending rate and to reference the Bank of Canada.

Section 1.15: modified "Record Drawings" to mean the "as constructed" or "as built" plans, drawings and/or records, in the form of full size paper copy, full size PDF copy and Auto-Cad digital records in a format acceptable to the County. Record Drawings must be stamped, signed and dated by a licensed professional accredited by APEGA to practice civil engineering. Removed requirement for Mylar drawings.

#### SECTION 2:

Added Section 2.2 e) regarding survival of obligations post termination of the Agreement.

### SECTION 3:

Added Section 3.11 and 3.12 regarding commencement of construction and limit of liability.

### SECTION 4:

Added Section 4.3 to require fill in excess of 1.0m to be addressed within engineering drawings.

Amended Section 4.5 to eliminate service connection security requirements post FAC.

### SECTION 5:

Added Section 5.4 d) regarding survival of obligations post termination of the Agreement.

Added Section 5.9 a) and b) regarding the limitation of County requirements for inspections and obligations and the requirement for Developer's professional services during construction.

Section 5.10 was modified slightly and moved from previous Section 5.3 in Agreement.

Section 5.13 was modified slightly to allow seasonal completion of CCTV and to be in line with the D&CS.

Added Sections 5.16 and 5.17 with regards to the current County requirement for updated Record Drawings of the "as constructed" street furniture and hard surface grading, which may have an impact on the review and issuance of the development permits. In addition, the section was updated to reflect current requirement for engineer's certificate of engineered fill for any residential lots with significant engineered fill.

### SECTION 6:

Section 6 was revised to change telephone to telecommunication and added internet.

### SECTION 9:

Added Section 9.1 to include description for completion of municipal improvements.

Amended Sections 9.3, 9.4 and 9.9 to reduce County response timeline for inspections from 45 days to 30 days.

Amended Section 9.8 to reduce minimum Developer timeline from 45 days to 30 days for notification of expiration of the Guarantee Period.

Section 9.16, revised to correctly reference FAC as the start of latent defect period, which previously referenced CCC in error. As well portion was added regarding arbitration.

### SECTION 10:

Added Section 10.3 regarding compliance with Standards and best engineering practices.

Added Section 10.4 regarding sanitary maintenance and funding during guarantee period.

Added Section 10.5 regarding general maintenance obligations by the Developer.

#### SECTION 12:

Added Sections 12.6 and 12.7 regarding registration of easements, RC's, etc.

#### SECTION 13:

Added Section 13.3 regarding the limit of this agreement within condominium plan.

Section 13.4 b) was modified to clarify rational for mark-up on work performed by County forces.

Section 13.4 c) was modified to correctly reference CCC as the trigger for cease of Developer obligations for street sweeping, lighting, etc. vs. previous reference to registration.

#### SECTION 15:

Modified Section 15.3 to include weeds, which are defined as per Volume 2, Section 7.601, Sub Section 3.14 of the Design and Construction Standards.

#### SECTION 16:

Modified Sections 16.1, 16.2 and 16.5 to clarify oversizing payments, requirements and recovery within the Agreement (if known).

Added Section 16.2 regarding dispute of cost sharing, ability for arbitration and participation by County.

Modified Section 16.13 to include caveat for limitation on County ability to collect oversizing recovery.

#### SECTION 18:

Modified Section 18.3 to reflect a more precise definition of the interest rate we are using. Internal rate of return is not calculated for the County.

#### SECTION 20:

Section 20.3 clarified Section 20.2 with added verbiage.

Section 20.4 added portion regarding County's ability to complete work deemed to be in default by the Developer.

Added Section 20.6 which allows County access to the lands.

#### SECTION 22:

Section 22.2 was added to clarify indemnification of the County from any provincial or federal actions or claims which may be levied upon the County during performance of the Developer's obligations.

Section 22.3 was revised to require a minimum \$5M liability insurance, which is reflective of current industry practice and a decade since the previous amount was reviewed in the Master DA was reviewed.

Section 22.3 d) and e) added clarification on completed improvements being improvements which have received CCC.

Section 22.3(e) was been amended to require a minimum security of 50% of the estimated costs of soft landscaping (vs. 10% for all other municipal improvements), to cover costs of ongoing maintenance and typical replacement costs as experienced throughout the County over the past many years.

Added Section 22.3(f)(iv) that updated costs shall be provided to the County upon request, in the event that further security may be required at any time.

Added Section 22.7 to clarify security requirements and the use of security for performance of the work.

Amended Section 22.9 to require security for 10% of improvements plus 115% cost to complete at time of ccc, which is how we've been administering security in the past few years. Previous verbiage allowed discretion with proviso that it not be less than 10%.

#### SECTION 31:

Added portions to Section 31.1 regarding assignability of the Agreement.

#### SECTION 33:

Added Section 33 regarding force majeure.

#### SCHEDULES:

Schedule "D", included typical verbiage for water, wastewater and transportation expectations.

Schedule "E", clarified Site Drainage Item 2 that an initial minimum gradient of 10% shall be established and maintained for the ground within 2.0 meters adjacent to the building.

Schedule "E", included requirement for developer prepared ESC Plan for each stage of development.

Schedule "G", included detailed breakdown of cost estimates required to be provided to the County for Municipal Improvements.

Schedule "H", updated to reflect current County structure.