

Subdivision (Preliminary Internal Servicing) Agreement

THIS AGREEMENT made this day of October, 2022.

BETWEEN:

**LAURELPARK INC. AND DUNWIN
DEVELOPMENTS LTD.**

(Collectively referred to as the “Owner”)

-and-

**THE CORPORATION OF THE TOWNSHIP OF
AMARANTH**

(“Township”)

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described in Schedule “A” to this Agreement (“the Subject Lands”) upon which Subject Lands the Owner intends to develop a plan of subdivision (“the Plan”);

AND WHEREAS the Plan has received draft Plan(s) of Subdivision approval known as the Valley Grove and Hamount Subdivisions as referenced in Schedule “B” to this Agreement;

AND WHEREAS the Township has confirmed that Phase 1 of the Plan (“Phase 1”) shall be as referenced in Schedule “F” to this Agreement;

AND WHEREAS the Owner has received approval from the Township to undertake certain internal servicing works and services (the “Works and Services”) on the Applicable Lands pursuant to the provisions of this Agreement (“Agreement”);

AND WHEREAS the part of the Subject Lands to which the Works and Services are authorized are as defined in Schedule “C” to this Agreement (“the Applicable Lands”);

AND WHEREAS section 51 (25)(d) of the *Planning Act* provides authority for the Township to require the Owner to enter into Agreement(s) prior to obtaining final approval;

AND WHEREAS section 51(26) of the *Planning Act* provides that such Agreement(s) may be registered on the title of the land to which it applies and that the Township is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owners of the land;

AND WHEREAS the Owner has requested that the Township enter into this Agreement prior to the completion and execution of the Subdivision (Comprehensive Phase 1) Agreement between the Owner and the Township;

NOW THEREFORE in consideration of the Township granting the Owner permission to commence installation of the Works and Services prior to the execution of Subdivision Agreement between the parties, and in consideration of the mutual covenants, agreements and promises herein contained and the sum of TEN dollars (\$10.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agrees as follows, including agreeing that the above recitals are true:

1. Term

(1) This Agreement shall remain in full force and effect until such time as all of the obligations herein have been fulfilled. This Agreement may also be incorporated into and subsumed by the Subdivision (Comprehensive Phase 1) Agreement or other form of development agreement in relation to the Subject Lands.

2. Acknowledgement by the Owner

(1) The Owner acknowledges that by proceeding in advance of the execution of the Subdivision (Comprehensive Phase 1) Agreement and prior to final approval of Phase 1, it is doing so totally at its own risk. Further, the Owner acknowledges and agrees that it shall be responsible to the Township for the fulfilment of all obligations, covenants and provisions set out in this Agreement.

3. Applicable Lands

(1) The Applicable Lands as detailed in Schedule "C" are approved for the carrying out of the Works and Services authorized under this Agreement.

4. Required Approvals

(1) The Parties acknowledge that the Subdivision (Preliminary Grading) Agreement dated October 7, 202, the Subdivision (Model Home) Agreement dated October 7, 2020 between the Parties remain in full force and effect. The Parties also acknowledge that the Subdivision (Prededication) Agreement dated November 17, 2011 remains in full force and effect. The Owner acknowledges and agrees that Sections 4. Required Approvals, Section 5. Stormwater Management Facilities, and Section 6. of the Approved Works and Services as set out in the Subdivision (Preliminary Grading) Agreement are incorporated into this Agreement *mutatis mutandis*, and that the Approvals granted in this Agreement are to permit further preservicing of the Applicable Lands.

(2) Prior to the commencement of the Works and Services as permitted under Section 6. of this Agreement, the following subparagraphs must be complied with to the satisfaction of the Township, together with any other public authority or body specifically referenced:

(a) In addition to the reports set out in Section 4. Required Approvals of the Subdivision (Preliminary Grading) Agreement, the Owner agrees to have a Water Supply Servicing Report prepared by its Consulting Engineer, and submitted to the Township, which report shall be to the satisfaction of the Township Engineer. All recommendations of such report shall be implemented in the constructions of the applicable Works and Services detailed under Section 6. Approved Works and Services of this Agreement.

(b) In addition to Section 5. of the Subdivision (Preliminary Grading) Agreement, the Owner shall, prior to the connection of any stormwater management facilities subject to section 53 of the *Ontario Water Resources Act*, obtain and file with the Township approval of the stormwater management facilities pursuant to section 53 of the *Ontario Water Resources Act* from the Ministry of Environment, Conservation and Parks ("MECP"). The Township acknowledges that MECP provided Environmental Compliance Approval on March 22, 2022 (ECA Number 1369-CAYJMD) and that the requirements of this Section 4.(1)(b) have been satisfied.

(c) The Owner is proceeding to carry out the Works and Services as authorized under this Agreement at its own risk, and should any issue arise regarding the Works and Services and required approvals, Section 14. entitled Indemnification in this Agreement shall be applicable.

(d) The Owner agrees that the Works and Services as authorized under this Agreement shall meet the Township design standards to the satisfaction of the Township Engineer and the Township's Director of Public Works. It is agreed and acknowledged that the provisions of Section 4.(1)(d) are to be satisfied in relation to the Works and Services, and that further approvals may be required within the Subdivision (Comprehensive Phase 1) Agreement and/or other Development Agreement with the Township.

(e) The Owner shall obtain all necessary approvals from the County of Dufferin for the ingress and egress from County Road #16. The Township acknowledges that the Owner has obtained the necessary approvals contemplated in this Section 4.(1)(e). The Owner shall provide copies of such documentation to the Township if requested.

(f) The Owner shall provide a mud tracking pad for construction vehicles at the construction entrances from County Road #16 to the satisfaction of the Director of Public Works and/or the Township Engineer, in consultation with the County Engineer, together with the Owner continuing to comply with its obligations regarding direct access from

County Road #16 to the model home as set out in the Subdivision (Model Home) Agreement.

5. Stormwater Management Facilities

(1) The Owner shall comply with all requirements of Section 5. of the Subdivision (Preliminary Grading) Agreement together with following any directions that may be provided by the Township, Credit Valley Conservation, and/or the County of Dufferin.

(2) The Owner shall be required to carry out including maintaining all sediment and erosion control measures, including a barrier fence, as identified and approved in Section 4. and as required under Section 5. of the Subdivision (Preliminary Grading) Agreement to the satisfaction of Credit Valley Conservation and the Township

(3) The Owner shall carry out the stormwater management facilities/pond maintenance schedule until final acceptance by the Township, and consistent with Section 5. of the Subdivision (Preliminary Grading) Agreement.

6. Approved Works and Services

(1) The drawings listed in Schedule "D" to this Agreement are hereby approved by the Township solely for the purposes of this Agreement and subject to Section 6. paragraph (4).

(2) The Owner shall be entitled to commence, construct and carry out the following Works and Services on the Applicable Lands:

- (a) Storm water facilities, sediment and erosion control measures including the construction of the storm water management pond on Block 41 as shown on the Hamount Draft Plan of Subdivision, and in accordance with Sections 4., 5. and 6. of the Subdivision (Preliminary Grading) Agreement and Section 5. of this Agreement;
- (b) Topsoil stripping and stockpiling, as required;
- (c) Grading and road preparation up to and including base course asphalt subject to Section 6. (8) of this Agreement;
- (d) Culverts;
- (e) Storm sewer system;
- (f) Watermains and related appurtenances subject to section 6. (11) of this Agreement;
- (g) Temporary fencing as may be required;
- (h) Importation of fill subject to section 6. (9) of this Agreement; and,
- (i) Restoration of disturbed areas.

(3) Such site internal servicing Works and Services shall be constructed and installed in accordance with the approved drawings listed in Schedule "D" to this Agreement, and in accordance with the provisions of this Agreement. For greater certainty, it is agreed that only those Works and Services specifically enumerated in this Section 6. may be carried out pursuant to this Agreement. Should there be any discrepancy between the Works and Services listed in this Section 6. and the Works shown on the drawings listed in Schedule "D", any Works and Services shown on the said drawings but not listed above shall not be permitted pursuant to this Agreement. The Owner agrees that the commencement of such Works and Services shall not proceed prior to the execution of this Agreement, the payment and/or deposit of the required sums of monies as set out in Schedule "D" to this Agreement, and having obtained the required approvals as set out under Section 4. paragraph (1), subparagraphs (a) to (e) inclusive.

(4) The Owner further agrees and acknowledges that, while the drawings listed in Schedule "D" show elements aside from those listed in Section 6. paragraph (2) of this Agreement, the Works and Services permitted by this Agreement include only those items specifically enumerated in Section. 6. paragraph (2). The Owner agrees and acknowledges that no external site servicing works shall be permitted outside the Applicable Lands without the written approval of the Township.

(5) The Owner agrees to commence, construct and carry out the permitted Works and Services as they are shown on the drawings listed in Schedule "D" to this Agreement, and such construction and installation shall be in accordance with the Township's specifications

and to the satisfaction of the Township, including being to the satisfaction of the Township's Director of Public Works and/or the Township Engineer.

(6) The Owner shall stabilize all disturbed soil within NINETY (90) days of being disturbed, or such other period as the Township Engineer and/or Credit Valley Conservation may agree to taking into account standard engineering practices of such soil being disturbed, control all noxious weeds and maintain ground cover, and to keep the lands tidy and free from debris, all to the satisfaction of the Township.

(7) The Owner agrees with the Township that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Township. The Owner further agrees there will be no stockpiling on any lands owned by the Township, including the valleylands, or any lands being conveyed to the Township or on any Blocks or on other adjacent lands owned by the applicant outside the Applicable Lands without the written approval of the Township

(8) The Owner shall be permitted to construct, install and complete the following internal Subdivision roads to base course asphalt, being John Howard Crowe Drive (previously Street "D"), Lewis Brown Drive (previously Street "C"), and Arnold Hagerman Drive (previously Street "B") as shown on the Draft Plan with such extent of said roads being limited to the Applicable Lands to the satisfaction of the Township Engineer and in accordance with the following terms and conditions:

- (a) Township grading requirements;
- (b) The recommendation of a geotechnical report prepared by a qualified engineer and approved by the Township;
- (c) The drawings, specifications and standards approved by and satisfactory to the Township including the drawings approved pursuant to Schedule "D" of this Agreement;
- (d) Subject to a workplan and timeline provided to and approved by the Township Engineer including paving to base course asphalt;
- (e) Installation of unassumed road signage to the satisfaction of the Township;
- (f) Provide for accessibility and maintenance to provide for emergency response vehicle access in accordance with any directions provided by the Township and/or emergency services;
- (g) All such construction shall be supervised by the Owner's Consulting Engineer with required geotechnical testing and subsequently certified by the Owner's Consulting Engineer; all to the satisfaction of the Township; and,
- (h) All directives provided by the Township Engineer.

(9) The Owner agrees that for any importation of fill which includes topsoil onto the Applicable Lands, the Owner shall provide a Fill Management Plan to the Township for approval by the Township Engineer. The Fill Management Plan shall be prepared in accordance with all in force and effect Legislation and Standards including the *Environmental Protection Act* R.S.O. 1990, c. E.19, as amended, and the regulations thereunder including O. Reg 406/19, and O. Reg. 153/04, Township Site Alteration By-laws, 65-2009 as amended by By-law 28-2014 and By-law 44-2017 and any subsequent amendments, together with the MECP Table 1: Full Depth Background Site Condition Standards for Residential/Parkland/Institutional/Industrial/Commercial/Community Property Use as amended from time to time (collectively "the Fill Legislation and Standards"). The Owner shall to the satisfaction of the Township:

- a) Comply with the recommendations of the approved Fill Management Plan and shall comply with the Fill Legislation and Standards and ensure that all fill imported onto the Subject Lands complies with the Fill Legislation and Standards;
- b) Only permit the importation of fill from source sites that have been assessed by a Qualified Person in accordance with O. Reg. 153/04.
- c) Before any fill is brought to the Subject Lands, samples are collected from the proposed fill with sufficient samples to be collected and analyzed in accordance with the Fill Legislation and Standards with the results to be equal to or lesser than the referenced

standard for contaminants as set out for in the foregoing Table 1 in order for the fill to be eligible for such importation;

- d) All sampling shall be carried out under the supervision of a Qualified Person and the testing of proposed fill shall be carried out by an accredited laboratory by accredited personnel;
- e) Retain records of all testing, including the location from which samples were taken and the laboratory results. All such records shall be made available to the Township for review on request;
- f) The following shall be provided to the Township with respect to fill importation:
 - 1. Proposed haul routes for each source. The routes shall be pre -approved by the Township.
 - 2. Provide the name of the Qualified person for the Receiving Site (this is the Qualified Person for the Subject Lands). A letter from the Qualified Person shall be provided to the Township Engineer confirming they have been retained for the Subject Lands and acknowledging the requirements of of this Agreement.
 - 3. The Subject Lands' Qualified Person shall review the information provided by the Source Site's Qualified Person and accept the material. Imported Fill Summary Reports shall be provided to the Township Engineer on a monthly basis summarizing the fill importation works and that it complies with the Imported Fill Report and the Fill Legislation and Standards. The Imported Fill Summary Reports shall include a summary of each source and its Qualified Person. They shall append the following information they receive from each Source Site's Qualified Person including:
 - i) Assessment of Past Uses Report
 - ii) Sampling and Analysis Plan
 - iii) Soil Characterization Report
 - vi) Excess Soil Destination Report
 - v) Documentation that each load of the excess fill reaches the pre-approved destination (in this case, the Subject Lands).

The Imported Fill Summary Reports shall be to the satisfaction of the Township Engineer. The frequency of the Imported Fill Summary Reports together with the supporting documentation of per every month is subject to change based on the Township Engineer's sole discretion.

- g) Any fill deposited on the Subject Lands which does not meet the Fill Legislation and Standards shall be removed and disposed of in accordance with all applicable Fill Legislation and Standards at the Owner's expense.
 - h) The Owner shall provide Security to the Township in the amount of \$xxx,000.00 to secure its obligations under this Agreement, and should the Owner not follow the recommendations of the approved Imported Fill Report and/or import any contaminated fill that requires removal and remediation, this foregoing Security may be used, together with all other Security held, in accordance with the terms of this Agreement;
 - i) For the purposes of this subsection, a "Qualified Person" is: a person who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*; R.S.O. 1990, c. 28, as amended, or a person who holds a certificate of registration under the *Professional Geoscientists Act, 2000*, S.O. 2000, c. 13, as amended, and is a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario.
- (10) The Parties acknowledge and agree that the Township owns Parts 1, 2, 3, 4 & 5 on Plan 7R-6049 as described in PIN 34038-0146 ("described as the valleylands") pursuant to the conveyance of the valleylands to the Township in accordance with the Subdivision (Prededication) Agreement dated November 17, 2011 between the Township and the affiliated corporations of the Owner being Valleygrove Investments Inc. and Hamount Investments Ltd. The Owner warrants that Laurelpark Inc. and Dunwin Developments Ltd. are related corporations to Valleygrove Investments Inc. and Hamount Investments Ltd. including being successors in title. The Owner further requests that the Township extend to Laurelpark Inc. and Dunwin Developments Ltd. the permissions set out in paragraphs 9, 10, and 11 of the Subdivision (Prededication) Agreement, including access to the valleylands

and the Township agrees to do so, subject to the following conditions and obligations under this Agreement:

- (a) is limited to the area of the construction and installation of the westerly cul de sac of Arnold Hagerman Drive (“the cul de sac”) together with the south east crossing by Lewis Brown Drive (“the crossing”) of the valleylands;
- (b) is restricted to the Works and Services including the earthworks, storm sewers, watermains, and road works to provide for the construction of the cul de sac and the crossing;
- (c) obtaining any required approvals from the Credit Valley Conservation;
- (d) install and maintain all required barrier fencing and erosion and sediment controls as may be required by Credit Valley Conservation and the Township;
- (e) shall be subject to on site supervision by the Owner’s Consulting Engineer together with the Owner’s environmental consultants as may be required;
- (f) follow all directives as may be provided by the Township and/or Credit Valley Conservation;
- (g) take all measures as may be necessary to ensure that the valleylands are contaminated, harmed or otherwise damaged and should the valleylands be so contaminated, harmed or otherwise damaged take all measures to remediate, repair and restore the valleylands to the satisfaction of the Township and/or Credit Valley Conservation;
- (h) deposit the sum of \$100,000.00 as Security to secure such requirements, which Security is subject to terms of this Agreement and,
- (i) it is agreed to section 6. (2) is specifically subject to this section 6. (10) and it is further agreed that the conditions and obligations of section 6. (10) may be augmented under the Subdivision (Comprehensive – Phase 1) Agreement.

(11) The construction of the watermains and appurtenances is limited to those located on the Applicable Lands forming part of the Local Water System being that system of water mains, fire hydrants and all appurtenances thereto for the distribution of water for drinking and fire protection purposes and including the Township Connections including the flow meters located under the roads permitted to be constructed pursuant to this Agreement. The approvals do not include the isolating valve(s) owned by the Town of Orangeville which are to be located at the proximity of the boundary of the Township roads and County Road No. 16. The Local Water System includes all infrastructure west of the isolating valve(s) owned by the Town of Orangeville. The permissions to carry out such construction on the Applicable Lands is in accordance with the Water Supply Servicing Report, its recommendations being implemented, the drawings listed under Schedule “D”, all directives of the Township Engineer, and subject to obtaining all necessary approvals and permits as may be required including those of the Ministry of Environment, Conservation and Parks. It is recognized by the Parties that additional terms and conditions applicable to the Local Water System shall be included in subsequent Agreements, including provisions dealing with the commissioning of the Local Water System. Until such additional terms and conditions are agreed to the Local Water System shall not be commissioned.

7. Maintenance and Repair

(1) The Owner agrees to maintain and repair at its sole expense the Works and Services to the satisfaction of the Township during the term of this Agreement, including being to the satisfaction of the Township’s Director of Public Works and/or the Township Engineer.

(2) The Owner shall be responsible to prevent earth, mud and debris from being tracked onto County Road #16. Should earth, mud and debris accumulate on County Road #16, the Owner shall forthwith clean County Road #16 to the satisfaction of the Township’s Director of Public Works and/or the Township Engineer in consultation with the County Engineer. In addition, the Owner shall take reasonable steps, as directed by the Township, to minimize dust being spread to adjacent lands. Should the Township’s Director of Public Works or the Township Engineer, in his sole discretion be of the opinion that excess dust is being created, he shall be entitled to direct that such additional measures be carried out by the Owner as he views appropriate. In the event that the Owner fails to fulfill the requirements of Section 7., the Township is authorized to have such work done at the Owner’s expense. The cost of any

work done pursuant to Section 7. may be charged by the Township against the Security.

8. Fees

(1) The Owner will pay to the Township at the time of execution of this Agreement an administrative fee in the amount of \$2,000.00.

(2) The Owner shall also pay such reasonable fees as may be invoiced to the Township by the Township Solicitor, the Township Engineer and the Township Consulting Planners, and any outside consultants, (collectively “the Township consultants”), in connection with the review of the matters set out in this Agreement, approval of the Development, registration of this Agreement, and the preparation, processing, review and completion of the terms of this Agreement or any other supplementary agreements required to facilitate this Development. Such fees include any on-site or field inspections undertaken by the Township Engineer.

(3) The Owner shall also pay the costs invoiced to it for providing ‘as constructed’ engineering drawings and shall also pay the costs of any necessary documentation to permit the inclusion and inputting of this Development into the Township’s GIS system.

9. Security

(1) The Owner agrees to deposit with the Township, at the time of execution of this Agreement and in a form that is satisfactory to the Township, security in the amount as set out in Schedule “E” to this Agreement. The required security shall be issued by a financial institution in the form of an irrevocable letter(s) of credit, cash or such other equivalent security satisfactory to the Township’s Treasurer and the Township Solicitor, and is collectively referred to in this Agreement as the “Security”. Should such Security be in the form of letter(s) of credit, such letter(s) of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Owner shall keep the letter(s) of credit in full force and in effect and shall be renewed from time to time until the Township determines such security is no longer required. Upon the Township making such a determination the unspent portion of the Security shall be returned to the Owner without interest or credited to the deposit required by the Township pursuant to further Subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement or other Development Agreement with the Township. Such determination shall be in the Township’s sole discretion. The Township acknowledges that the security in the amount as set out in Schedule “E” was provided in relation to the Preliminary Grading Agreement and is in the Township’s possession, and that this Section 9.(1) is satisfied.

(2) It is agreed that the Owner may request that the Security being held under the Subdivision (Preliminary) Grading Agreement be reduced to 25% of the original Letter of Credit held under said Agreement, subject to satisfying the requirements of the Subdivision (Preliminary Grading) Agreement together with providing certification by the Owner’s Consulting Engineers to the satisfaction of the Township Engineer, Statutory Declarations regarding construction liens to the satisfaction of the Township Solicitor, and being in good standing of all development obligations and subject to any maintenance requirements, all to the satisfaction of the Township. It is agreed that the Owner shall deposit 25% of the Estimated Cost of the Works to be installed by the Owner under this Agreement as Security. In addition, the Owner shall deposit the sums of \$xxx,000 with respect to importation of fill as set out in section. 6. (9) (h) of this Agreement; together with \$100,000 with respect to valleylands security as set out in section 6. (10) (h) of this Agreement. It is specifically agreed that no reduction of Security shall be requested, save and except for the first sentence of this subsection, prior to final approval of the Phase 1. At final approval, the costs of any completed works, subject to satisfying the certification, statutory declarations regarding construction liens, and being in good standing of all development obligations, and subject to retaining sufficient security for maintenance, all to be to the satisfaction of the Township, the Owner may request a reduction, and subject to the provisions of the Township under its subdivision comprehensive agreements, Any uncompleted works shall require the augmentation of their costs to the standard 125% as required by the Township under its subdivision comprehensive agreements.

(3) The Owner agrees that the Security constitutes earnest money to ensure performance of this Agreement in the event of breach of this Agreement by the Owner, but provision of

such security does not limit the Owner's liability should damages resulting from the Owner's breach exceed the value of the Security. The Security received and held by the Township in accordance with this Agreement may be applied and used by the Township to address not only the matters for which the Security is expressly required, but may also be applied and used by the Township in accordance with the remedial provisions of this Agreement, to any other matter, expense or obligation of the Owner under this Agreement. Should such Security be applied and used against any other matter, expense or obligation of the Owner under this Agreement, it is agreed that such Security is deemed to be expressly received for such purpose. Prior to the use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.

(4) In the event that the Owner, in the sole opinion of the Township, breaches any provision of this Agreement, the Owner agrees that the Township, through its employees, Township consultants, together with its agents or contractors, may in its sole discretion, draw upon and utilize the Security to perform any obligations of the Owner pursuant to this Agreement or to redress any harm or damages that have or may occur from the breach, provided the Township has given the Owner notice of such breach and SEVEN calendar days have elapsed since such notice has been provided, without steps satisfactory to the Township to redress the breach, having been taken by the Owner. The Owner hereby expressly consents to such entry by the Township's employees, Township consultants, contractors or agents. Prior to the use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.

(5) Where, in the opinion of the Township, any damage to any property has been caused directly or indirectly, or by reason of any default of the Owner under the provisions of this Agreement, the Township has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Township within SEVEN days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to pay such account, the Township may draw upon the Security.

(6) Use of the Security by the Township shall not relieve the Owner of any of its obligations pursuant to this Agreement.

(7) In addition, the Owner shall continue to maintain on deposit with the Township a cash deposit in the amount of \$20,000.00 to be drawn on to reimburse the invoices rendered by the Township Consultants, from time to time, and such deposit shall be replenished from time to time as required by the Township Treasurer. The Township shall provide copies of invoices received to the Owner and demand payment from the Owner. Should the Owner fail to make such payment within THIRTY days of such demand, the Township may draw on the Security without notice to the Owner. Subsequent to the Township Consultants advising the Township that their respective files have been closed on this matter, and subject to all invoices having been paid, and all other financial matters being in good standing, the Township shall remit remaining monies of the replenished deposit, if any, to the Owner without interest. It is agreed and understood that the subdivision application deposit of \$20,000.00 currently held by the Township as of the date of this Agreement for reimbursement of its ongoing invoices is the deposit to be acknowledged, utilized and replenished as required under this Agreement.

10. Cessation of Works and Services

(1) The Owner agrees that it will proceed diligently to carry out the Works and Services, -- once all permissions, approvals and permits have been granted -- weather-permitting. Should the carrying out of the Works and Services be interrupted for a period in excess of ONE month, for any reason -- subject to weather and/or paragraph 23 -- or should the Subdivision (Comprehensive Phase 1) Agreement not be fully executed within the period of extended draft plan approval as may be extended by the Ontario Land Tribunal beyond December 1, 2022, the Owner agrees that it shall, if so required by the Township, restore, remediate, re-grade, topsoil and seed the Applicable Lands to the satisfaction of the Township or take remedial steps to the satisfaction of the Township to remove or to render safe the Works and Services, the Applicable Lands, and any adjacent lands.

11. Inspections and Right of Entry

(1) The Township and its employees, Township consultants together with Township

agents or contractors may at any time enter on any part of the Subject Lands, without notice to the Owner, to inspect the Subject Lands, including the Applicable Lands, to ensure compliance with any of the terms of this Agreement. If considered necessary by the Township, the Township and its employees, Township consultants together with Township agents or contractors may make emergency repairs thereto without notice to the Owner. The reasonable cost of all such emergency repairs determined by the Township shall be paid forthwith by the Owner. In the event the Owner fails to make payment within THIRTY days of receipt of the account, such cost may be recovered by the Township from the Security.

(2) The Owner shall engage the services of its consulting engineer to provide full time inspection of the Works and Services, and shall provide the Township with:

- i) a copy of the contract with the consulting engineer prior to commencement of the Works and Services;
- ii) As built data in a form satisfactory to the Township; and
- iii) Testing results for installed works in a form satisfactory to the Township.

(3) The Owner shall engage the services of a soils engineer to inspect and certify relevant works.

12. Compliance with Applicable Legislation

(1) The Owner agrees that it will comply with all applicable legislation in the performance of the obligations contemplated by this Agreement. Without limiting the generality of the foregoing, the Owner agrees to comply with all Township by-laws, and to obtain all approvals required of all other bodies having jurisdiction, including the County of Dufferin, Credit Valley Conservation, the MECP, and the Ministry of Natural Resources and Forestry.

(2) Burning of garbage and debris is prohibited, unless the Township issues an approval to permit such burning.

13. Further Approvals

(1) The Owner acknowledges that this Agreement does not predetermine, prejudice or constrain the Township's jurisdiction with respect to any additional subdivision Agreements, including the Subdivision (Comprehensive Phase 1) Agreement and/or the Subdivision (Comprehensive Phase 2) that is required for the development of the Valley Grove Plan and/or Hamount Plan, including any additional fees/charges and/or levies contained therein; and/or the approval, rejection or imposition of conditions, together with, in relation to any development approvals that are now or that may, in future, be proposed for the Subject Lands. Without limiting the generality of the foregoing, this Agreement does not predetermine, prejudice, fetter or constrain the Town's jurisdiction with respect to the approval, rejection or imposition of conditions related to final approval of the draft plans of subdivision of the Subject Lands.

14. Indemnification

(1) The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the Township, its elected officials, employees, personnel, servants, contractors, Township consultants, and agents from and against all actions, causes of action, interest, claims, demands, costs, (including legal costs) charges, damages, expenses, prosecutions, fines, rights of contribution, and loss which the Township may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from: (a) the Township entering into this Agreement; and, (b) from the implementation of the provisions of this Agreement by the Owner, its consultants, employees, agents, assignees or contractors and/or the Township, and/or the Township consultants, employees, agents, assignees or contractors; and, (c) in respect of any failure by the Owner to fulfil its obligations under this Agreement.

(2) Notwithstanding any provision of this Agreement, the Township shall not be liable for and no provision of this Agreement shall be construed as imposing upon the Township any liability, in respect of any matter or thing arising directly or indirectly out of the provisions of this Agreement, for any damage or damages suffered by the Owner, or to any other employee, servant or agent of the Owner or to any property of the Owner or of any other person by reason of:

- (a) any inspection carried out by the Township, the Township Consultants or by a duly authorized employee, servant, contractor or agent of the Township under any By-law of the Town, under this Agreement or otherwise; or,
- (b) the failure of the Township, the Township Consultants or of any duly authorized employee, contractor or agent of the Town to carry out any inspection under any By-law of the Township, this Agreement or otherwise; or,
- (c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the Township, its elected officials, the Township Consultants or any duly authorized employee, servant, contractor or agent of the Town.

15. Insurance

(1) The Owner shall throughout the term of this Agreement provide and keep in force, for the benefit of the Township, and the Owner, general liability insurance in an amount of not less than \$5,000,000.00 in respect of injury to or death of one or more persons or property damage. All insurance shall be effected with insurers and upon terms and conditions satisfactory to the Township. The Owner's policy shall insure the Owner(s); and name the Township as an additional insured; and, contain cross-liability and severability of interest provisions.

(2) The Owner shall promptly furnish to the Township copies of insurance policies and other evidence satisfactory to the Township as to such insurance and any renewals thereof.

(3) In the event that the Owner fails to insure as required or fails to promptly furnish to the Township satisfactory evidence of such insurance or of the renewal thereof prior to its expiration, the Township may, from time to time, effect such insurance for the benefit of the Owner or the Township or both of them for a period not exceeding ONE year(s) and any premium paid by the Township shall be recoverable by the Township from the Owner forthwith.

16. Liens

(1) The Owner shall indemnify and hold the Township harmless from and against liability, claims, damages or expenses due to or arising from any claim made against the Subject Lands and/or any Township lands including future Township lands including John Howard Crowe Drive (previously Street "D"), Lewis Brown Drive (previously Street "C"), and Arnold Hagerman Drive (previously Street "B") as shown on the Draft Plan, where works and services and/or activities are being carried out by or on behalf of the Owner and pursuant to this Agreement for all liens related to all work done by or on behalf of the Owner. Any such liability, claims, damages or expenses incurred by the Township shall be paid by the Owner to the Township forthwith upon demand. The Owner shall further cause all registration of claims for construction liens or certificates of action under the *Construction Act*, as amended, and relating to any such work done by or on behalf of the Owner, to be discharged or vacated as the case may be within THIRTY days of such registration or within FIFTEEN days after notice from the Township.

17. Assignment

(1) This Agreement shall not be assigned by the Owner or its assignees without an express written consent to assignment executed by all of the Parties to this Agreement and the assignee.

(2) Subject to Section 17.(3), for the sale of part of the Subject Lands-- as opposed to all of the Subject Lands--the consent of the Township shall be obtained prior to entering into any Agreement of Purchase and Sale. If the sale is for all of the Subject Lands, that is all the interests of Laurelpark and Dunwin all together, to a purchaser such consent shall not be required, however Section 17. paragraph (1) shall continue to apply.

(3) In the event that the Owner enters into an Agreement to sell the Subject Lands or

any part thereof, notice shall be provided forthwith to the Township, save and except for the conditional sale of lots on the Draft M Plan, which conditional sale is subject to the provisions of additional Subdivision Agreements with the Township, and which conditional sale of lots is not subject to paragraph (2) above.

(4) In the event that the Owner subsequently transfers, assigns or leases its interest in the Subject Lands or any part thereof, the Owner shall forthwith notify the Township in writing of such transfer or assignment together with the names and addresses of the transferees or assignees.

18. Registration

(1) This Agreement shall be enforceable by and against the Owner(s) jointly and severally, their heirs, executors, administrators, successors, and permitted assigns. This Agreement and all of the covenants by the Owner in this Agreement contained shall run with the Subject Lands for the benefit of the Township and the land or interest in land owned or to be owned by the Township upon the registration of a plan of subdivision in respect of the Subject Lands.

(2) The Owner agrees to register this Agreement in a form that is satisfactory to the Township in priority to all other encumbrances in the Land Titles Division of the Land Registry Office for the County of Dufferin (No. 7) against the Subject Lands immediately upon execution of this Agreement, and the Owner shall deliver to the Township a Certificate of Title confirming such registration, together with supporting documentation, which Certificate and supporting documentation shall be to the satisfaction of the Township Solicitor. Without limiting the generality of the foregoing, the Owner shall obtain such postponements as the Township may require in its sole discretion, to ensure priority of this Agreement.

19. Notice

(1) Any notice to be given pursuant to this Agreement shall, unless otherwise specified in this Agreement, be delivered or sent by registered letter or facsimile transmission to the Owner and the Township as follows:

TO THE OWNER:

Laurelpark Inc./Dunwin Developments Ltd.
Attention: Mark Crowe
2053 Williams Parkway
Unit #49
Brampton , Ontario
L6S 5T4
Fax: 905 793-9494

TO THE TOWNSHIP:

The Clerk
Township of Amaranth
374028 6th Line
Amaranth ON
L9W 0M6
Fax: 519-941-1802

or to such other address as the Owner and the Township may respectively from time to time appoint in writing, and any such notice, if mailed, shall be conclusively deemed to be received by the other Party FIVE business days after the date of the mailing thereof postage prepaid OR upon receipt of the dated confirmation of the facsimile transmission. In the alternative, a Party may be served by email; however, such notice is effective only provided the Party receiving notice has acknowledged its receipt.

20. No Waiver of Default

(1) No condoning, excusing, overlooking or delay in acting upon by the Township of any default, breach or non-observance by the Owner at any time or times in respect of any covenant, provision or condition in this Agreement shall operate as a waiver of the Township's rights under this Agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver in writing.

21. Entire Agreement

(1) The Owner acknowledges that there are no covenants, representations, warranties, Agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or imported by reference in this Agreement, and that this Agreement constitutes the entire Agreement duly executed by the Township and the Owner.

22. Interpretation

(1) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

23. Force Majeure

(1) Notwithstanding anything to the contrary in this Agreement, if the Owner shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, an inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, sabotage, rebellion, war, or act of God; which is not the fault of the Owner in performing the work or doing the act required under the terms of this Agreement, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The COVID- 19 Pandemic is specifically included in this clause, and shall be defined as the time period that the Province of Ontario has determined that emergency orders are in place that preclude the carrying out of any of the terms of this Agreement.

24. Time and Obligations

- (1) Time shall be of the essence of this Agreement in all respects.
- (2) Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be within its power in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.
- (3) Where an obligation is imposed upon the Owner in this Agreement, it is understood that it is to be carried out at the Owner's cost.
- (4) Each Party shall act in good faith and reasonably throughout this Agreement.

25. Estoppel and Severability

- (1) No Party shall call into question, directly or indirectly, in any proceeding whatsoever in law or in equity or before any court or administrative tribunal, the right of any Party to enter into this Agreement, or to enforce each and every term, covenant and condition herein and therein contained, and this clause may be pleaded as estoppel against the Party doing so in any such proceeding.
- (2) If any of the provisions in this Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions in this Agreement shall not be affected or impaired to the extent possible.

26. Counterparts

(1) This Agreement may be executed in one or more counterparts, which together constitute a complete set of the Agreement, and executed counterparts may be delivered by email or facsimile.

27. Applicable Law

(1) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract.

28. Number and Gender

(1) When the context so requires or permits, the singular number or word is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

29. Headings

(1) The headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision thereof.

In witness whereof the Parties have duly executed this Agreement. The effective date of this Agreement shall be the date of its execution by the Township and the Township shall insert such date on page 1 of this Agreement.

LAURELPARK INC.

[Witness – Signature]

Per: _____ c/s
Mark Crowe
I have authority to bind the corporation.

[Witness – Print]

[Address]

DUNWIN DEVELOPMENTS LTD.

[Witness – Signature]

Per: _____ c/s

Mark Crowe

I have authority to bind the corporation.

[Witness – Print]

[Address]

**THE CORPORATION OF THE
TOWNSHIP OF AMARANTH**

Deputy Mayor Chris Gerrits

c/s

Nicole Martin CAO/Clerk

Schedule "A"

Description of Subject Lands

Subdivision File No: 22-T-04004

Name of Subdivision: Valley Grove Subdivision

Legal Description:

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038- 0137 (LT) Qualified owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038- 0148 (LT) owned by Laurelpark Inc.

Part of Lot 3, Concession 1, in the Township of Amaranth, in the County of Dufferin, PIN 34038- 0147 (LT) owned by Dunwin Developments Limited

Subdivision File No: 22-T-02002

Name of Subdivision: Hamount Subdivision

Legal Description:

Part of Lots 1 & 2, Concession 1, described as Part 1, 7R 5445 in the Township of Amaranth, in the County of Dufferin, PIN 34038-0134 (LT) owned by Laurelpark Inc.

Note: It is acknowledged that the Owner is collectively referring to the Valley Grove Subdivision and the Hamount Subdivision as The Verdon Collection Subdivision.

Schedule “B”

Draft Plan of Subdivision

Draft Plans prepared by IBI Group.

The draft Plans of Subdivision for the Valley Grove (redlined) and Hamount Subdivisions (redlined pursuant to Ontario Land Tribunal Order dated May 4, 2022 under PL 030316) may be viewed at:

Township of Amaranth Clerk’s Office
374028 6th Line Amaranth ON L9W0M6

Schedule "C"

Applicable Lands

Subdivision File No: 22-T-04004
Name of Subdivision: Valley Grove Subdivision

Subdivision File No: 22-T-02002
Name of Subdivision: Hamount Subdivision

This Agreement applies to the parts of the Subject Lands as more particularly described on the above Draft Plan of Subdivision. The following are the Applicable Lands subject to this Agreement:

Figure 1: Being those lands outlined in grey:

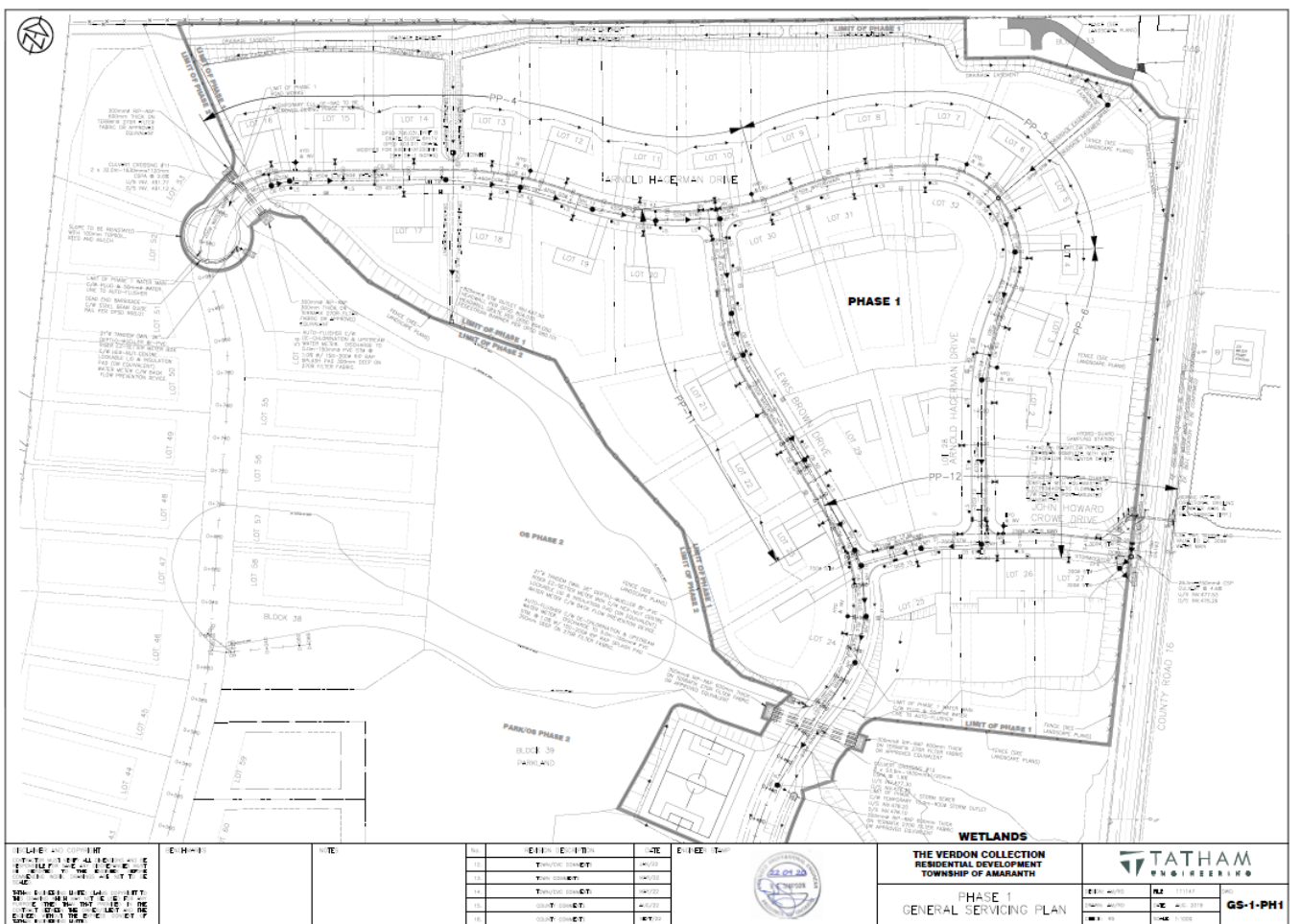
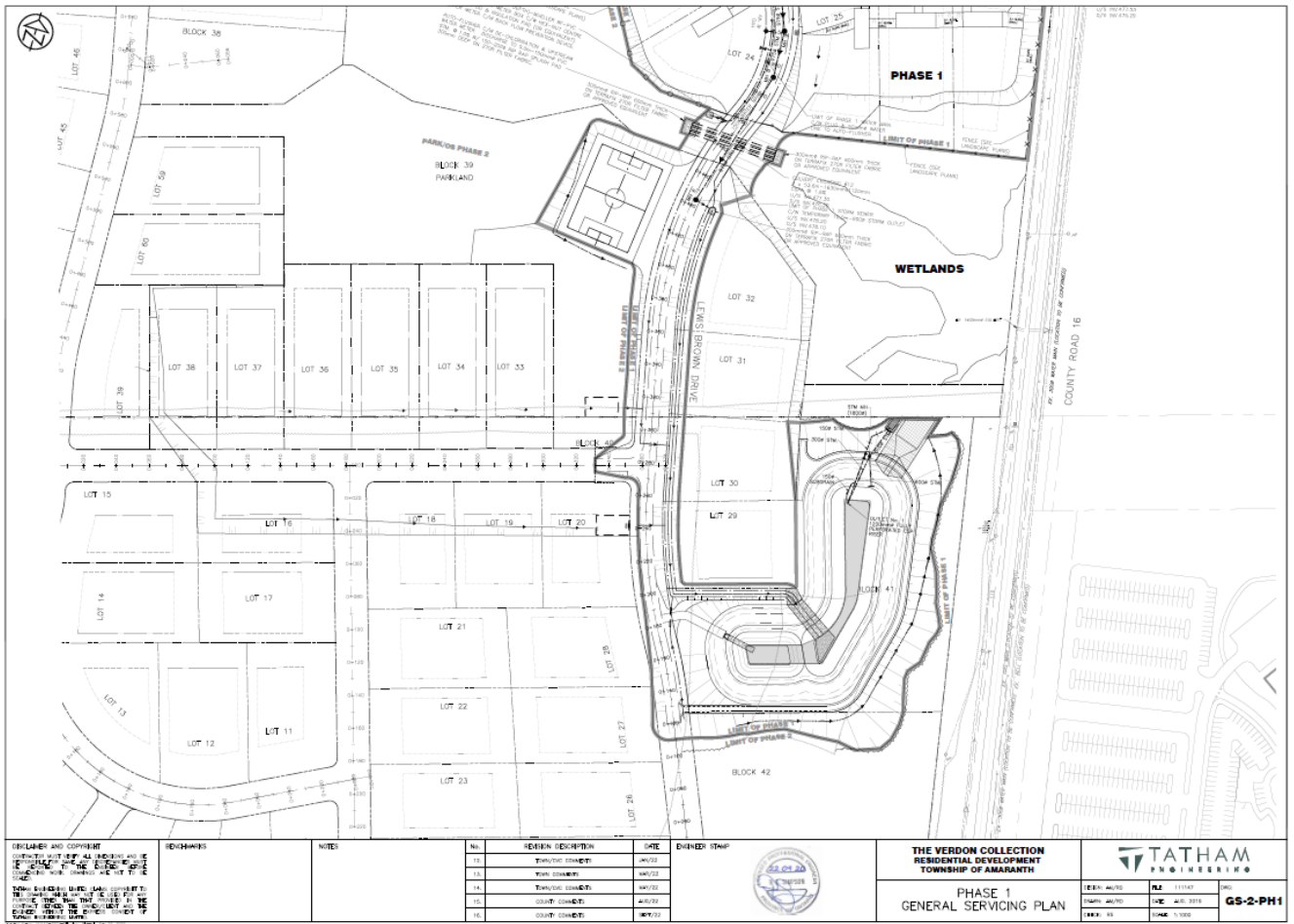


Figure 2: Being those lands outlined in grey:



<p>DISCLAIMER AND COPYRIGHT CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CONSULTANT'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED AND DOES NOT EXTEND TO ANY OTHER MATTER. THE CONSULTANT'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>REVISIONS</p>	<p>NOTES</p>	<p>No. 13. SEWER CONNECTION DATE: 2012/01/10</p>	<p>OWNER STAMP</p> 	<p>THE VERDON COLLECTION RESIDENTIAL DEVELOPMENT TOWNSHIP OF AMAGANSETH</p>	<p>TATHAM ENGINEERING</p>	<p>DATE: 2012/01/10</p>	<p>GS-2-PH1</p>
			<p>No. 14. SEWER CONNECTION DATE: 2012/01/10</p>				<p>DATE: 2012/01/10</p>	
			<p>No. 15. SEWER CONNECTION DATE: 2012/01/10</p>				<p>DATE: 2012/01/10</p>	
			<p>No. 16. SEWER CONNECTION DATE: 2012/01/10</p>				<p>DATE: 2012/01/10</p>	

Schedule “D”**List of Construction Drawings**

Note: the drawings listed below are approved for pre-servicing purposes pursuant to this Agreement and only with respect to those Works and Services specifically enumerated in Sections 4, 5 and 6 of this Agreement.

Dwg No.	Description	Rev. #	Date
111147-IN-1	Title Page and Index	16	Sept. 20, 2022
111147-PH-1	Phasing Plan	16	Sept. 20, 2022
111147-GS-1-PH1	Phase 1 General Servicing Plan	16	Sept. 20, 2022
111147-GS-2-PH1	Phase 1 General Servicing Plan	16	Sept. 20, 2022
111147-PP-4	Plan and Profile Arnold Hagerman Drive 0+890 to 1+220	16	Sept. 20, 2022
111147-PP-4A	Plan and Profile North Drainage Swale -0+010 to 0+100	16	Sept. 20, 2022
111147-PP-4B	Plan and Profile North Drainage Swale -0+000 to 0+190	16	Sept. 20, 2022
111147-PP-5	Plan and Profile Arnold Hagerman Drive 1+220 to 1+410	16	Sept. 20, 2022
111147-PP-6	Plan and Profile Arnold Hagerman Drive 1+410 to 1+590	16	Sept. 20, 2022
111147-PP-10	Plan and Profile Lewis Brown Drive 0+300 to 0+620	16	Sept. 20, 2022
111147-PP-11	Plan and Profile Lewis Brown Drive 0+620 to 0+835	16	Sept. 20, 2022
111147-PP-12	Plan and Profile John Howard Crowe Drive 0+000 to 0+183	16	Sept. 20, 2022
111147-PP-12A	Plan and Profile John Howard Crowe Drive 0+080 to 0+183 (1:250)	16	Sept. 20, 2022
111147-LG-DE	Lot Grading Details	16	Sept. 20, 2022
111147-LG-1-PH1	Phase 1 Site Grading Plan	16	Sept. 20, 2022
111147-LG-5-PH1	Phase 1 Site Grading Plan	16	Sept. 20, 2022
111147-LG-6-PH1	Phase 1 Site Grading Plan	16	Sept. 20, 2022
111147-LG-7-PH1	Phase 1 Site Grading Plan	16	Sept. 20, 2022
111147-LG-8-PH1	Phase 1 Site Grading Plan	16	Sept. 20, 2022
111147-SC-1-PH1	Phase 1 Siltation and Erosion Control Plan	16	Sept. 20, 2022
111147-SC-2-PH1	Phase 1 Siltation and Erosion Control Plan	16	Sept. 20, 2022
111147-STM-1	Storm Area Plan	16	Sept. 20, 2022
111147-PND-1	Stormwater Management Facility Plan	16	Sept. 20, 2022
111147-PND-DE	Stormwater Management Facility Details	16	Sept. 20, 2022
111147-DE-1	Details and Notes	16	Sept. 20, 2022
111147-DE-2	Details and Notes	16	Sept. 20, 2022
111147-DE-3	Culvert Details	16	Sept. 20, 2022
111147-DE-4A	John Crowe Dr - Flowmeter Chamber/Double Check Valve Chamber Details	16	Sept. 20, 2022
111147-DE-4B	Allan Curry Dr - Flowmeter Chamber/Double Check Valve Chamber Details	16	Sept. 20, 2022
111147-DE-5	Details and Notes	16	Sept. 20, 2022
111147-XS-1	Cross Sections County Road 16	16	Sept. 20, 2022
111147-PM-1	Paint Marking Plan	16	Sept. 20, 2022
111147-PM-2	Paint Marking Plan	16	Sept. 20, 2022

Note: The Drawings List to be confirmed with the Township Engineer prior to execution of the Agreement.

Schedule "E"**Fees/Security to Be Paid/Deposited to the Township****1. Summary of Cash Payments**

The Owner shall pay to the Township, prior to the execution of this Agreement by the Township:

- a) Township of Amaranth administration fee which amount is calculated to be the sum of \$2,000.00;
- b) Such monies as necessary to bring its developer account with the Township into good standing including satisfying 1 c) below:
- c) A continuing deposit for fees of the Township Engineer, Township Solicitor, Township Consulting Planners together with any other consultants, as required, and which deposit shall be replenished from time to time as may be required in the amount of \$20,000.00.

2. Summary of Security Deposits

25% of the Estimated Costs of the Works to be Installed under this Agreement.

\$xxx,xxx.xx with respect to importation of fill as set out in section 9. (h) of this Agreement;

\$100,000 with respect to the valleylands as set out in section 10. (h) of this Agreement.

The Security Amounts to be confirmed with the Township Engineer and inserted in the Agreement prior to execution.

It is noted that the Owner shall not request or be provided with a reduction in these securities until such time as arrangements have been made for the provision of the total security for the Subdivision (Comprehensive – Phase 1) Agreement and in accordance with the terms of this Agreement and the Subdivision (Comprehensive – Phase 1) Agreement

Schedule "F"

Draft M-Plan

