

GRADING AND PRE-SERVICING AGREEMENT

THIS AGREEMENT MADE THIS [REDACTED] DAY OF AUGUST 2021.

B E T W E E N:

**BEAVERTON LAKE HOMES INC. &
BEAVERTON LAKE HOMES (II) INC.**

(Hereinafter called the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF BROCK

(Hereinafter called the "Township")

- and -

FIRST SOURCE FINANCIAL MANAGEMENT INC.

(Hereinafter called the "Mortgagee")

WHEREAS the Developer warrants and represents that it is the owner of the lands and premises described in Schedule "A" attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has applied to the appropriate governmental authorities and agencies for approval of a plan of subdivision with respect to the Lands pursuant to the provisions of the **Planning Act**, a copy of the said proposed plan of subdivision being attached hereto as Schedule "B-1";

AND WHEREAS the Developer warrants and represents that there are no encumbrances of the Lands, save and except the Mortgagees herein;

AND WHEREAS the Developer wishes to proceed to grade and service the Lands prior to the registration of the Subdivision Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto (receipt whereof is hereby acknowledged) the parties hereto hereby covenant, promise and agree with each other as follows:

1. In this Agreement:
 - (i) **"Services"** means all services which may be required to fully service the Lands and any lands adjacent thereto in conjunction with the Lands, whether municipal services or services of a nature or kind that are not deemed to be municipal services, and without limiting the generality of the foregoing, shall include roads, curbs, gutters, sidewalks, storm sewers, drainage works, swales, grading, landscaping, sodding, seeding, erosion control works, street lighting, fencing, signage, and all services, works, facilities and matters incidental thereto or in connection therewith, or necessary to complete any and all of the foregoing; and
 - (ii) **"Plans and Specifications"** means all plans and specifications for grading and Services approved by the Township Engineer and in accordance with the Township "Design Criteria and Standard Detail Drawings", as adopted from time to time by the Council for the Township.

2. Grading Pre-Conditions

2.1 The Developer shall be permitted to grade upon of the Lands provided that all of the following conditions have been complied with by the Developer at the Developer's sole cost and expense:

- (a) The Developer has submitted and the Township Engineer has accepted the Plans and Specifications for the grading to be completed pursuant to this Agreement;
- (b) All outstanding accounts for consulting services, including legal services, outstanding disbursements and related expenses incurred by the Township in connection with the development of the Lands have been paid by the Developer and are current;
- (c) The approval of all governmental agencies, including but not limited to, the Ministry of the Environment, the Regional Municipality of Durham (the "Region"), the Lake Simcoe Region Conservation Authority ("LSRCA"), where required for the grading, has been obtained;
- (d) The Developer shall not remove any trees or topsoil, or commence any grading of the Lands, without the prior written approval of the Township;
- (e) The Developer agrees that no grading will occur outside of areas identified on the Plans and Specifications;
- (f) The Developer has notified all agencies providing emergency services in the Township, the Region, all public utilities and all adjacent landowners, of its intention to grade the Lands and the Developer has provided copies of all such notifications to the Township;
- (g) No topsoil is removed or permitted to be removed from the Lands and all topsoil is stockpiled on the Lands unless written approval is obtained from the Township. Topsoil and surplus material are to be stored in locations approved by the Township;
- (h) Erosion and siltation control measures shall be constructed in accordance with the Plans and Specifications. The installation of these facilities shall be installed prior to commencement of grading. The Developer shall maintain all stormwater management and erosion and sedimentation control structures in good repair and operation during the grading period, to the satisfaction of the LSRCA and the Township. Straw bales alone shall not be used as a form of erosion control device;
- (i) The Developer shall comply with the following grading access requirements:
 - (i) Access for grading purposes shall only be from Thorah Concession 5.
- (k) The Developer agrees to area grade the Lands to within 0.6 metres of the final grade.
- (l) Prior to commencement of work, the Developer shall undertake and provide to the Township an engineering survey of structures adjacent to the Lands, to the satisfaction of the Township, for the purpose of establishing the condition of such structures. The Developer shall undertake and provide to the Township a further engineer survey of

structures adjacent to the Lands following completion of work or on request of the Township to determine whether any such structures may have been damaged.

3. Pre-Servicing Pre-Conditions

3.1 The Developer shall be permitted to construct Services provided that all of the following conditions have been complied with by the Developer at the Developer's sole cost and expense:

- (a) The Developer has submitted and the Township Engineer has accepted the Plans and Specifications for the Services to be constructed pursuant to this Agreement;
- (b) All outstanding accounts for consulting services, including legal services, outstanding disbursements and related expenses incurred by the Township in connection with the development of the Lands have been paid by the Developer and are current;
- (c) The approval of all governmental agencies, including but not limited to, the Ministry of the Environment, the Region, and the LSRCA, where required for the construction of the Services, has been obtained;
- (d) The Developer shall not remove any trees or topsoil, or commence any pre-servicing of the Lands, without the prior written approval of the Township;
- (e) The Developer has notified all agencies providing emergency services in the Township, the Region, all public utilities and all adjacent landowners, of its intention to pre-service the Lands and the Developer has provided copies of all such notifications to the Township;
- (f) No topsoil is removed or permitted to be removed from the Lands and all topsoil is stockpiled on the Lands unless written approval is obtained from the Township. Topsoil and surplus material are to be stored in locations approved by the Township;
- (g) Erosion and siltation control measures shall be constructed in accordance with the Plans and Specifications. The installation of these facilities shall be installed prior to commencement of pre-servicing. The Developer shall maintain all stormwater management and erosion and sedimentation control structures in good repair and operation during the pre-servicing period, to the satisfaction of the LSRCA, and the Township. Straw bales alone shall not be used as a form of erosion control device;
- (h) Prior to the construction of any Services, the Developer shall submit for review and approval a comprehensive stormwater management report to the satisfaction of the LSRCA and the Township which describes how site drainage (both water quality and quantity) for the Lands and adjacent affected lands will be addressed. The stormwater management report shall include:
 - (i) a description of the design criteria used to develop the stormwater management plan (i.e., quality, erosion and quantity targets);
 - (ii) a description of the proposed source and conveyance measures for quality treatment, including those areas not draining to proposed ponds (e.g., roofleaders to grass pervious areas, roofleaders to

soakaway pits, reduced lot grading, enhanced grass swales, buffer strips, etc.);

- (iii) a description of temporary sedimentation and erosion control measures or interim stormwater measures to be implemented during site construction; and
 - (iv) a description outlining all actions to be taken to prevent an increase in the concentration of solids in any water body as a result of on-site or other related works, to comply with the Canadian Fisheries Act.
- (i) Prior to construction of any Services, the Developer shall obtain all necessary permits from the LSRCA, if applicable;
 - (j) The Developer shall comply with the following pre-servicing access requirements:
 - (i) Access for site servicing purposes shall only be from Thorah Concession Road 5
 - (ii) All construction access routes must be clearly signed to the satisfaction of the Township.

3.2 The Developer acknowledges and agrees that notwithstanding anything else in this Agreement, no pre-servicing shall be permitted with respect to any Services, where required, which are external to the Lands without the permission of the applicable road authority. With the exception of Services described in Section 3.3 below, all such external Services shall be constructed in accordance with a Subdivision Agreement, and only after the Subdivision Agreement has been registered on title to the Lands and all securities required pursuant thereto have been posted with the Township.

3.3 No roadway or portion thereof may be closed without the written consent of the Township. Where such consent is required, the Owner shall advise the Township of the date and time it wishes to close a roadway, and a road occupancy permit is required, which may be issued at the Township's discretion.

4. **Imported Fill/Topsoil**

4.1 The Owner acknowledges that all fill to be imported to the site shall be reviewed and approved by a Qualified Person in accordance with Section 5 of Ontario Regulation 153-04 – Record of Site Conditions (the “Qualified Person”). The Qualified Person shall be a person approved by the Township, and shall meet the following qualifications:

- a licence, limited licence, or temporary licence under the Professional Engineers Act

or

- a certificate of registration under the Professional Geoscientists Act, 2000 and be a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario

The Qualified Person or his employer must not have any direct or indirect interest in any property being assessed, reported on or certified. The

Qualified Person requires professional insurance.

- 4.2 The Owner shall ensure that the Qualified Person develops a contingency plan in the event contaminated fill is brought to the Lands. The Owner hereby agrees that should contaminated fill be brought to the Lands, such fill shall not be permitted to be placed on the Lands and the Owner shall maintain records to indicate what was found, why the load was refused and to which facility the load was directed. The Owner shall obtain documentation verifying the fill was disposed of in a suitable manner.
- 4.3 The Owner shall ensure that the Qualified Person develops, to the satisfaction of the Township, soil testing/sampling and auditing protocols for the fill to be brought to the Lands.
- 4.4 The Owner shall ensure that the Qualified Person reviews the existing groundwater management plan for the Lands and update if required to reflect the fill.
- 4.5 The Owner acknowledges and agrees that the Owner shall not import fill or topsoil onto the Lands unless written approval is obtained from the Township. All conditions of the Township's Site Alteration By-law 2010-084, as amended (hereinafter called the "Site Alteration By-law") must be adhered to by the Owner if the Township agrees to the placing of the fill. Furthermore, all conditions of the Offsite Fill Acceptance Control Protocol shall be met. The Owner must adhere to the approved Fill Management Plan dated August 3, 2021, authored by Condeland Engineering Ltd. that includes:
- Timing for placing of the fill. The Qualified Person shall complete a phasing plan for the fill to be brought to the site;
 - Location of the fill placement;
 - Amount of fill to be placed;
 - Location of all sources of the fill; Only 1 source of material shall be imported at a time. The Qualified Person, or his representative shall be on site at both the source site and the receiving site during fill placement; unless the site is a Registered Pit;
 - Any additional erosion control measures during placement of the fill;
 - A report from a qualified engineer, or environmental consultant possessing expert or special knowledge in respect to the source and nature of the fill to be placed or dumped, that all fill meets standards prescribed by the Ministry of the Environment. The Qualified Person must review and approve the reports prior to submission to the Township;
 - Method of records to be maintained prior to, during and following placement of the fill for review by the Township's third-party reviewer:
 - The full and legal name and business name of each hauler;
 - The commercial vehicle registration number of each hauler;
 - The motor vehicle permit number for vehicles;
 - The date and time of each delivery;
 - The point of origin of each delivery;
 - The volume of each delivery;
 - The number of rejected loads; and
 - The content of material of each delivery;
 - A description of testing procedures and inspection schedule from the Qualified Person, such that they can certify that the fill will be placed in accordance with reasonable engineering and environmental practices; and
 - A final report, per fill source location, from the Qualified Person which verifies that the fill was placed in accordance with reasonable

engineering and environmental practices.

- 4.6 The fee for all fill to be transported onto the site shall be \$2.15/m³, in accordance with the Site Alteration By-law. All fees are subject to change in accordance with the Site Alteration By-law. All payment of fill fees shall be received based on the provided estimate of 100,000/m³ as follows:
- \$107,500.00 (50%) to be received in advance of any fill being brought on site (Phase 1 = 0 to 50,000/m³)
 - \$107,500.00 (50%) to be received prior to any fill over 50,000 cubic meters being brought on site (Phase 2 = 50,000 to 100,000/m³)
 - Any additional fill over 100,000/m³ to be confirmed by the consultant engineers and approved by the Township of Brock. The amount to be paid in advance of the remaining fill being brought on site (Phase 3).
 - At the conclusion of the fill operation, should it be confirmed by the importation documentation and the Township's engineer that less than 100,000/m³ was brought to the site, the difference in fees at \$2.15/m³, less any necessary administrative costs, will be refunded to the Developer.
- 4.7 The Township reserves the right to randomly test the soil imported to the site. The Owner will be required to reimburse the Township for all cost of the testing. The Township may take soil samples from a location of their choosing. The Owner may hire a geotechnical firm to complete the testing; however, the Township would be present to supervise the soil sampling and choose the location. The Township may complete additional soil testing at their discretion.
- 4.8 The Owner acknowledges that all trucks that bring fill to the Lands will be sealed with a tamper proof identifiable seal at the time of loading and the Qualified Person shall personally remove the seal and document doing so.
- 4.9 Entrances to the Lands shall be secured by a gate at all times unless the Qualified Person is on site.
5. The Developer shall protect and/or transplant all trees as shown on the Plans and Specifications to the satisfaction of the Township. Any of the trees which are identified on the Plans and Specifications to be preserved or transplanted shall be reviewed following 1 year after installation. All dead trees shall be replaced.
6. The Developer agrees that all grading and Services shall be undertaken and constructed in accordance with the accepted Plans and Specifications. No fill shall be imported or exported from the Lands without written approval of the Township.
7. The Developer agrees to control dust on the Lands, on adjacent lands and on construction access roads, to the satisfaction of the Township, including but not limited to daily maintenance clean-up of Torah Concession 5 and the installation of a mud mat satisfactory to the Township exiting from the Lands onto Torah Concession 5. Without limiting any other remedies provided by this Agreement, if the dust from the Lands is not maintained to the satisfaction of the Township in its sole discretion, the Township may, after 48 hours' notice, complete work to control the dust and invoice the Developer for the costs thereof. Without limiting any other remedies provided by this Agreement, if the Developer does not pay the invoice within thirty (30) days the Township may draw

upon the letter of credit or collect such costs and expenses in a like manner as municipal taxes as provided for in Schedule C of this Agreement.

8. The Developer shall maintain the Lands in a tidy condition and free from the accumulation of waste products and debris (including any waste products and debris on the Lands caused by third parties) and shall cut all grasses and weeds at any time and from time to time to prevent growth in excess of thirty (30) centimetres in height. Without limiting any other remedies provided by this Agreement, if the Lands are not maintained to the satisfaction of the Township in its sole discretion, the Township may, after two weeks' notice, complete the work and invoice the Developer for the costs thereof. Without limiting any other remedies provided by this Agreement, if the Developer does not pay the invoice within thirty (30) days the Township may draw upon the letter of credit or collect such costs and expenses in a like manner as municipal taxes as provided for in Schedule C of this Agreement.
9. The Developer acknowledges that fires may not be set on the Lands. Should an illegal fire be set, the Developer hereby agrees to pay any costs which may be incurred as a result of the illegal fire and the Township will invoice the Developer to recover such costs. Without limiting any other remedies provided by this Agreement, if the Developer does not pay the invoice within thirty (30) days the Township may draw upon the letter of credit or collect such cost and expenses in a like manner as municipal taxes as provided for in Schedule C of this Agreement.
10. The Developer agrees to allow the Township, its employees, servants, agents and consultants to enter the Lands at all reasonable times and for all reasonable purposes, including and without limiting the generality of the foregoing, for inspecting any of the grading or Services and to correct any problems with the grading or Services, and any drainage problems with the Lands, including any problems which require corrective erosion and siltation control measures, and to correct or eliminate any other nuisance such as dust, garbage, debris or excavations and the cost incurred by the Township in so doing shall be paid by the Developer.
11. The Developer agrees to reimburse the Township for all its reasonable costs incurred in preparing and registering this Agreement on title and in carrying out any of the provisions hereof.
12. Upon execution of this Agreement, the Developer shall post security in the amount set out in Schedule "C" to this Agreement which amount shall secure all of the Developer's obligations pursuant to this Agreement. If in the opinion of the Township at any time and from time to time, such amounts are insufficient, such amounts may be increased, and the Developer shall pay such additional sum as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be placed solely on the particulars outlined in Schedule "C" attached hereto, but the total cost of satisfying all of the obligations of the Developer pursuant to any of the provisions of this Agreement. The Township may use any portion, or all of the security to satisfy any obligation set out in the Agreement regardless of the estimates set out in Schedule "C". The Township may accept an irrevocable letter of credit drawn on a chartered bank of Canada acceptable to the Township in lieu of such total cash amounts referred to in Schedule "C" attached hereto and such additional amounts as determined by the Township, provided such letter of credit shall be in a form acceptable to the Township Solicitor and contain the following provisions:

- (a) the letter of credit shall be security for any obligations of the Developer pursuant to the provisions of this Agreement, without any limitations whatsoever;
- (b) drawings on the letter of credit shall be permitted upon presentation of a letter from the Township to the bank claiming default by the Developer under the terms of this Agreement, and such default shall not be limited to the actions of the Developer;
- (c) partial drawings shall be permitted;
- (d) if the Township has not determined the extent of the default or the amount required to rectify the default or compensate the Township or third parties as a result thereof, the Township may draw on the full amount of the Letter of Credit without any requirement to justify the amount of the draw;
- (e) if the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the Township Solicitor, the Township may be permitted to draw on up to 100 percent of the letter of credit on or before the date of expiry.

All reductions on the letter of credit shall be in the sole discretion of the Township and the Township shall not be obligated to reduce the letter of credit by any amounts based on actual work performed by the Developer.

In the event the Developer fails to provide sufficient cash or a letter of credit as required pursuant to the provisions of this Agreement, such failure shall be deemed to be a substantial default pursuant to provisions of this Agreement and such default shall enable the Township to realize on all or a part of the Lands secured by this Agreement in the same manner as if the Township was enforcing its rights as a mortgagee against such lands.

13. Prior to the commencement of construction of any of the Services or grading of the Lands, the Developer shall obtain and maintain insurance, and continue to maintain such insurance (until insurance is posted pursuant to the Subdivision Agreement) against all damages or claims for damage, with an insurance company satisfactory to the Township. Such policy or policies shall include the Township as a named insured and a certified copy of such insurance policy shall be delivered to the Township and be in full force and effect until a policy is provided pursuant to the Plan of Subdivision Agreement by the Township of such Services pursuant to the Subdivision Agreement. Such policy of insurance shall be in a form acceptable to the Township Solicitor and without limiting the generality of the foregoing, shall provide:
- (a) that the minimum limits shall be not less than \$5,000,000.00 for any single occurrence;
 - (b) that it includes a cross-liability and completed operation coverage;
 - (c) that it shall not contain an exclusion for blasting, shoring, underpinning raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
 - (d) that the insurance premium has been prepaid for a period of not less than one year;

- (e) that the policy will provide that it is not cancellable unless prior notice by registered mail has been received by the Township from the insurer not less than thirty (30) days prior to the cancellation date;
 - (f) the policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Township, and the Developer shall provide an additional cash deposit payable to the Township in an amount to be determined by the Township. In the event of claims made against the Township to which the deductible applies, the Township shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Township to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Township. In the event such additional cash deposits are deemed to be insufficient by the Township at any time and from time to time, the Developer hereby agrees to pay such additional cash deposits forthwith to the Township. All costs of the adjuster shall be borne by the Developer;
 - (g) Where a subcontractor is retained for work where Professional Liability coverage is a contract requirement, the Developer must ensure that the Professional Liability insurance is in an amount not less than two million dollars (\$2,000,000) per claim.
14. The Developer shall defend, indemnify and save completely harmless the Township against all actions, causes of action, suits, alleged or actual claims, costs, demands, proceedings, debts, damages or costs whatsoever which may arise directly or indirectly by reason of this Agreement, the Lands or as a result of any other matter or thing in connection therewith or pertaining thereto, including any default by the Developer pursuant to the terms of this agreement or by reason of any negligence or wrongful act of the Developer, its servants, contractors, agents or representatives:
- (a) all reasonable engineering fees, disbursements and related expenses of the Township Engineer as a result of his services required to be performed for the Township in connection with this Agreement, the Lands, the grading or pre-servicing of the Lands, or the Plan or any other matter or thing in connection herewith or pertaining thereto;
 - (b) all reasonable legal fees and disbursements as a result of legal services rendered to the Township in connection with this Agreement, the Lands, the grading or pre-servicing of the Lands, the Plan or any other matter or thing in connection herewith or pertaining thereto;
 - (c) any costs and damages suffered by third parties as a result of the negligence of the Developer or the default of the Developer pursuant to the terms of this Agreement or the contravention of any laws, notwithstanding the fact that such third parties have not claimed or are not entitled to claim against the Township for such damages or costs; and
 - (d) the reasonable cost of all Services and the employment of all persons, firms and corporations in connection with this Agreement or referred to herein.

The Developer shall pay promptly any and all accounts rendered by the Township to the Developer pursuant to any provision of this Agreement, and all accounts shall be due and payable upon the date that the same are rendered. Failure to pay such accounts within fifteen (15) days from the

date thereof shall result in interest being added thereto at the rate of one and a half (1.5%) percent per month until payment in full has been received.

15. The Developer acknowledges and agrees that in approving the grading and the construction of Services in advance of the Plan of Subdivision Agreement in no way commits the Township to final approval of the Plan of Subdivision or to the granting of any further planning approvals related to the Lands and in no way guarantees that the Township will enter into a Subdivision Agreement.
16. The Developer agrees to engage the services of a qualified engineering firm or company (the "Consulting Engineer") to provide inspection for all works undertaken on the Lands and to carry out all periodic field layout verification and contract administration whenever a contractor installing the Services is on the Lands. The Developer shall provide the Township Engineer with a copy of the contract between the Consulting Engineer and the Developer.
17. The Developer agrees that it shall, upon the request of the Township, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever to ensure the full implementation of the terms, provisions and conditions of this Agreement, and to satisfy the intentions of the parties as set out herein.
18. The Developer agrees to comply with every direction issued or given by the Township Engineer during the course of grading and pre-servicing, including, without limiting the generality of the foregoing, the cessation of work, the installation or carrying out of additional works (whether within or beyond the limits of the proposed Plan), the phasing of works or any other matter which the Township Engineer deems to be in the interest of the proper development of the Lands and surrounding lands. The Developer acknowledges that the Township Engineer may for any reason require the cessation of work and agrees to comply with such direction. In the event the Township Engineer requires a cessation of work, then the Developer has no redress, claim, demand, right of action whatsoever against the Township.
19. The Developer agrees that the Township may draw on the letter of credit deposited in accordance with Schedule "C" and described in Section 12 above for the completion of any works considered necessary by the Township Engineer in his sole discretion and other works such as rectification of drainage problems and clean-up of existing roads, or for the purposes of restoring the Lands to its original condition if, in the sole opinion and discretion of the Township Engineer, reasonable progress in the Construction of Services has not been made.
20. The Developer agrees that he shall maintain and keep current the approvals of all government agencies referred to in sub-paragraph 2.1(c) and 3.1(c) above and that it shall comply with all the requirements of those agencies from time to time.
21. The Township may terminate this Agreement at any time by giving to the Developer twenty (20) days written notice of its intention to terminate.
22. The parties agree that this Agreement shall terminate upon the earliest of:

- (a) the termination of this Agreement by the Township pursuant to paragraph 21;
- (b) the registration of the Subdivision Agreement between the Developer and the Township for the Lands;
- (c) the date of any default by the Developer pursuant to any of the terms of this Agreement.

Upon termination of the Agreement, if in the sole opinion of the Township the grading or pre-servicing of the Lands has not been completed to the satisfaction of the Township, the Township may require the Developer to restore the Lands to their original condition or may do so itself using securities posted pursuant to this Agreement.

- 23. Nothing in this Agreement shall be construed as requiring the Township to issue any building permits. Building permits shall only be issued in accordance with the **Building Code Act, 1992**, as amended and the Subdivision Agreement.
- 24. The Developer and Mortgagee hereby consent to the registration of this Agreement upon the Lands and hereby acknowledge that the same constitutes a first lien upon the Lands (not subject to any other liens or encumbrances) as security for any obligation of the Developer pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any court and all or any part of the Lands may be realized as security for such lien in the same manner as if the Township was enforcing its rights as a mortgagee under a mortgage.
- 25. The Developer hereby agrees not to assign this Agreement without the express consent, to be obtained in writing, from the Township. Such consent may be refused by the Township unless:
 - (a) the proposed assignee has executed an assumption agreement acceptable to the Township Solicitor;
 - (b) the Consulting Engineer has agreed to be employed by the proposed assignee and continue on to act as Consulting Engineer as required by this Agreement;
 - (c) the Mortgagee has consented to the assignment; and
 - (d) the Developer is not in default under any of the terms of this Agreement.
- 26. Subject to the restrictions on assignment hereof by the Developer, this Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto. If a party hereto is a person, this agreement shall further be binding upon the respective heirs, executors, legal representatives and administrators of such person. "Successors and assigns" shall include any successor in title to the Developer as if such successor in title had entered into this Agreement in the place and stead of the Developer, and in the event of more than one successor in title to the Developer, or successors in title to part of the Lands, all of such parties collectively shall be deemed to be the Developer pursuant to the terms of this Agreement. For greater certainty, it is intended that the obligations of the Developer shall also be binding upon all of the successors in title to the Developer of the Lands save and

except any Lands conveyed to the Township, but no conveyance to any successor in title shall relieve the Developer of its obligations pursuant to this Agreement.

27. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing, either by mail or by facsimile, as follows:

(a) if made to the Township, shall be addressed to the Township of Brock until further notice. Notice to the Township of Brock shall be given at:

Township of Brock
1 Cameron Street East
P.O. Box 10
Cannington, Ontario
LoE 1EO
705-432-2355

(b) to the Developer at:

Beaverton Lake Homes Inc. and Beaverton Lake Homes (II) Inc.
221 Helen Ave.
Markham, ON., L3R 1J7
Office: (905) 479-9600
Fax: (905) 479-9151

28. The Mortgagee agrees that in the event of their obtaining or transferring the equity of redemption in the Lands under their mortgage or other interest, the title thereto shall be subject to the terms hereof in the same manner as if they had executed this Agreement as Developer.

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IN WITNESS WHEREOF the parties hereto have set their hands and seal and the Township has hereunto caused its Corporate Seal to be affixed, duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED)

In the presence of)

)

Authorized to be executed by)

Resolution 40-7 of Council passed)

July 19, 2021)

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THE CORPORATION OF THE TOWNSHIP OF BROCK

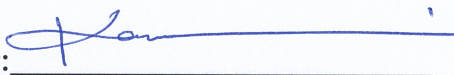
Per: _____
John Grant, Mayor

Date: _____

Per: _____
Fernando Lamanna

Date: _____

BEAVERTON LAKE HOMES INC.

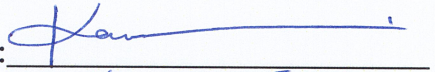
Per: 

Name: KAMRAN IQBAL
Title: PRESIDENT

Date: 6th AUGUST 2021

I/We have authority to bind the Corporation.

BEAVERTON LAKE HOMES (II) INC.

Per: 

Name: KAMRAN IQBAL
Title: PRESIDENT

Date: 6th AUGUST 2021

I/We have authority to bind the Corporation

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Per: 

Name: DAVID MANAC
Title: PRESIDENT

Per: _____

Name:

Title:

Date: 6th AUGUST 2021

I/We have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS
TOWNSHIP FILE: 01-2018-PL
TOWNSHIP OF BROCK

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Brock, in the Regional Municipality of Durham, being composed of:

Firstly:

PIN: 72036-0158 (LT)

Part of Lots 14 and 15, Concession 5, Geographic Township of Thorah, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 40R-31414.

Subject to an easement over Parts 1, 2 and 3 on Plan 40R-31414 as in CO162707.

Owner: Beaverton Lake Homes Inc.

Secondly:

PIN: 72036-0159 (LT)

Part of Lot 14, Concession 5, Geographic Township of Thorah, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 on Plan 40R-31415.

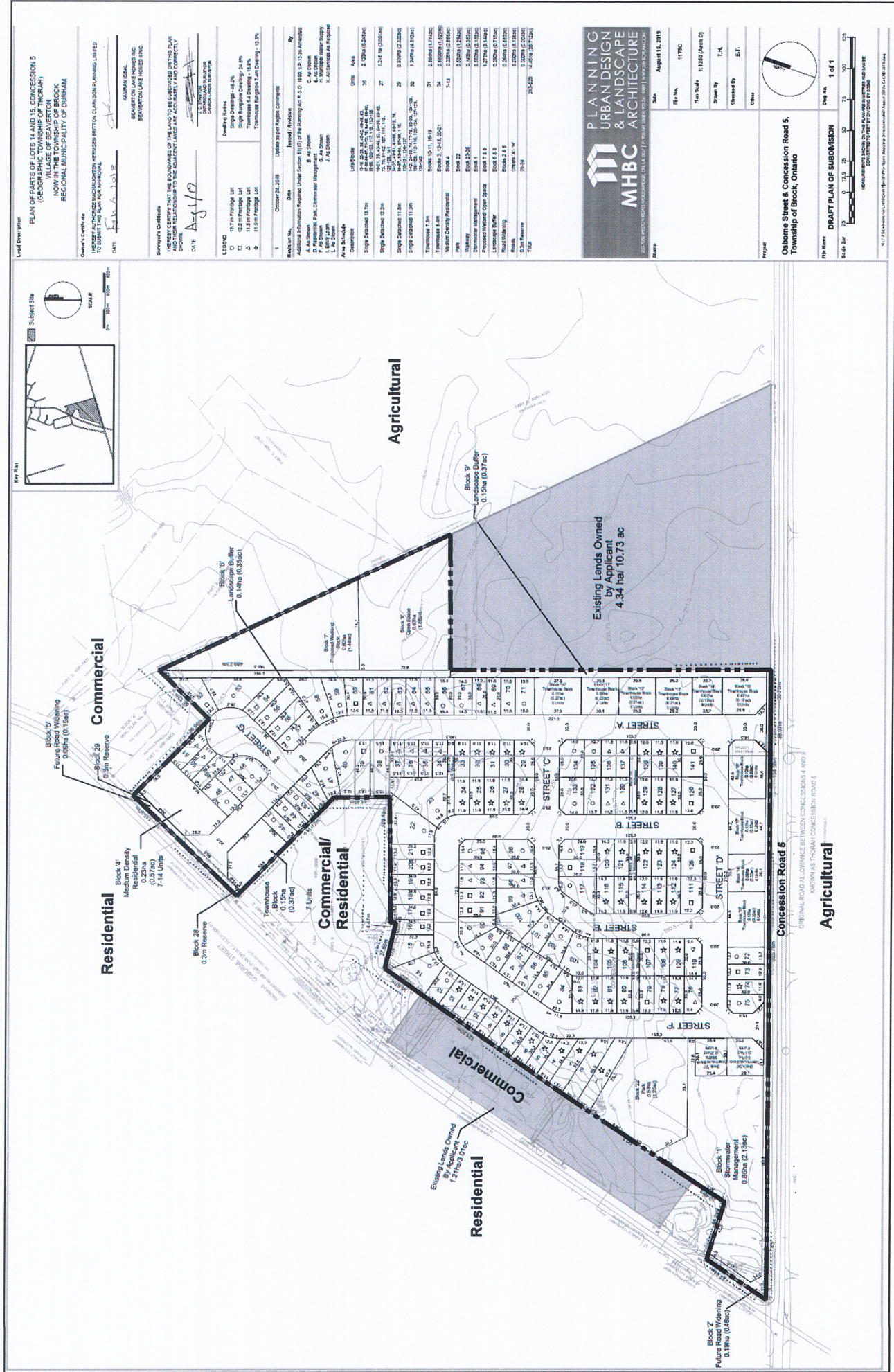
Subject to an easement over Part 2 on Plan 40R-31415 as in CO162779.

Subject to an easement over Parts 5 and 6 on Plan 40R-31415 as in CO95308.

Subject to an easement over Part 9 on Plan 40R-31415 as in CO92064.

Owner: Beaverton Lake Homes (II) Inc.

SCHEDULE "B"
DRAFT PLAN OF SUBDIVISION
TOWNSHIP FILE: 01-2018-PL
TOWNSHIP OF BROCK



Lead Designer
 PLAN OF PARTS OF LOTS 1 AND 16, CONCESSION 5
 (GEOGRAPHIC TOWNSHIP OF THORNHILL)
 VILLAGE OF BEAVERTON
 TOWNSHIP OF BROCK,
 REGIONAL MUNICIPALITY OF BRAMBLETON

Owner's Certificate
 HEREBY AUTHORIZE MCMACDONALD HENNING BRITTON CLAYTON PLANNING LIMITED
 TO APPLY FOR APPROVAL

DATE: August 15, 2019

Surveyor's Certificate
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN
 SHOW ACCURATELY THE TRUE SIZE, JACOS AND ACCURATELY THE CORRECTLY
 DATE: August 15, 2019

Legend
 1 17.5m Frontage Lot
 2 12.5m Frontage Lot
 3 11.5m Frontage Lot
 4 11.5m Frontage Lot
 5 11.5m Frontage Lot

Area Schedule

Lot No.	Area (sq. m)	Area (ac)
1-4	17.5 x 125 = 2187.5	0.54
5-8	12.5 x 125 = 1562.5	0.39
9-12	11.5 x 125 = 1437.5	0.36
13-16	11.5 x 125 = 1437.5	0.36
17-20	11.5 x 125 = 1437.5	0.36
21-24	11.5 x 125 = 1437.5	0.36
25-28	11.5 x 125 = 1437.5	0.36
29-32	11.5 x 125 = 1437.5	0.36
33-36	11.5 x 125 = 1437.5	0.36
37-40	11.5 x 125 = 1437.5	0.36
41-44	11.5 x 125 = 1437.5	0.36
45-48	11.5 x 125 = 1437.5	0.36
49-52	11.5 x 125 = 1437.5	0.36
53-56	11.5 x 125 = 1437.5	0.36
57-60	11.5 x 125 = 1437.5	0.36
61-64	11.5 x 125 = 1437.5	0.36
65-68	11.5 x 125 = 1437.5	0.36
69-72	11.5 x 125 = 1437.5	0.36
73-76	11.5 x 125 = 1437.5	0.36
77-80	11.5 x 125 = 1437.5	0.36
81-84	11.5 x 125 = 1437.5	0.36
85-88	11.5 x 125 = 1437.5	0.36
89-92	11.5 x 125 = 1437.5	0.36
93-96	11.5 x 125 = 1437.5	0.36
97-100	11.5 x 125 = 1437.5	0.36
101-104	11.5 x 125 = 1437.5	0.36
105-108	11.5 x 125 = 1437.5	0.36
109-112	11.5 x 125 = 1437.5	0.36
113-116	11.5 x 125 = 1437.5	0.36
117-120	11.5 x 125 = 1437.5	0.36
121-124	11.5 x 125 = 1437.5	0.36
125-128	11.5 x 125 = 1437.5	0.36
129-132	11.5 x 125 = 1437.5	0.36
133-136	11.5 x 125 = 1437.5	0.36
137-140	11.5 x 125 = 1437.5	0.36
141-144	11.5 x 125 = 1437.5	0.36
145-148	11.5 x 125 = 1437.5	0.36
149-152	11.5 x 125 = 1437.5	0.36
153-156	11.5 x 125 = 1437.5	0.36
157-160	11.5 x 125 = 1437.5	0.36
161-164	11.5 x 125 = 1437.5	0.36
165-168	11.5 x 125 = 1437.5	0.36
169-172	11.5 x 125 = 1437.5	0.36
173-176	11.5 x 125 = 1437.5	0.36
177-180	11.5 x 125 = 1437.5	0.36
181-184	11.5 x 125 = 1437.5	0.36
185-188	11.5 x 125 = 1437.5	0.36
189-192	11.5 x 125 = 1437.5	0.36
193-196	11.5 x 125 = 1437.5	0.36
197-200	11.5 x 125 = 1437.5	0.36
201-204	11.5 x 125 = 1437.5	0.36
205-208	11.5 x 125 = 1437.5	0.36
209-212	11.5 x 125 = 1437.5	0.36
213-216	11.5 x 125 = 1437.5	0.36
217-220	11.5 x 125 = 1437.5	0.36
221-224	11.5 x 125 = 1437.5	0.36
225-228	11.5 x 125 = 1437.5	0.36
229-232	11.5 x 125 = 1437.5	0.36
233-236	11.5 x 125 = 1437.5	0.36
237-240	11.5 x 125 = 1437.5	0.36
241-244	11.5 x 125 = 1437.5	0.36
245-248	11.5 x 125 = 1437.5	0.36
249-252	11.5 x 125 = 1437.5	0.36
253-256	11.5 x 125 = 1437.5	0.36
257-260	11.5 x 125 = 1437.5	0.36
261-264	11.5 x 125 = 1437.5	0.36
265-268	11.5 x 125 = 1437.5	0.36
269-272	11.5 x 125 = 1437.5	0.36
273-276	11.5 x 125 = 1437.5	0.36
277-280	11.5 x 125 = 1437.5	0.36
281-284	11.5 x 125 = 1437.5	0.36
285-288	11.5 x 125 = 1437.5	0.36
289-292	11.5 x 125 = 1437.5	0.36
293-296	11.5 x 125 = 1437.5	0.36
297-300	11.5 x 125 = 1437.5	0.36
301-304	11.5 x 125 = 1437.5	0.36
305-308	11.5 x 125 = 1437.5	0.36
309-312	11.5 x 125 = 1437.5	0.36
313-316	11.5 x 125 = 1437.5	0.36
317-320	11.5 x 125 = 1437.5	0.36
321-324	11.5 x 125 = 1437.5	0.36
325-328	11.5 x 125 = 1437.5	0.36
329-332	11.5 x 125 = 1437.5	0.36
333-336	11.5 x 125 = 1437.5	0.36
337-340	11.5 x 125 = 1437.5	0.36
341-344	11.5 x 125 = 1437.5	0.36
345-348	11.5 x 125 = 1437.5	0.36
349-352	11.5 x 125 = 1437.5	0.36
353-356	11.5 x 125 = 1437.5	0.36
357-360	11.5 x 125 = 1437.5	0.36
361-364	11.5 x 125 = 1437.5	0.36
365-368	11.5 x 125 = 1437.5	0.36
369-372	11.5 x 125 = 1437.5	0.36
373-376	11.5 x 125 = 1437.5	0.36
377-380	11.5 x 125 = 1437.5	0.36
381-384	11.5 x 125 = 1437.5	0.36
385-388	11.5 x 125 = 1437.5	0.36
389-392	11.5 x 125 = 1437.5	0.36
393-396	11.5 x 125 = 1437.5	0.36
397-400	11.5 x 125 = 1437.5	0.36
401-404	11.5 x 125 = 1437.5	0.36
405-408	11.5 x 125 = 1437.5	0.36
409-412	11.5 x 125 = 1437.5	0.36
413-416	11.5 x 125 = 1437.5	0.36
417-420	11.5 x 125 = 1437.5	0.36
421-424	11.5 x 125 = 1437.5	0.36
425-428	11.5 x 125 = 1437.5	0.36
429-432	11.5 x 125 = 1437.5	0.36
433-436	11.5 x 125 = 1437.5	0.36
437-440	11.5 x 125 = 1437.5	0.36
441-444	11.5 x 125 = 1437.5	0.36
445-448	11.5 x 125 = 1437.5	0.36
449-452	11.5 x 125 = 1437.5	0.36
453-456	11.5 x 125 = 1437.5	0.36
457-460	11.5 x 125 = 1437.5	0.36
461-464	11.5 x 125 = 1437.5	0.36
465-468	11.5 x 125 = 1437.5	0.36
469-472	11.5 x 125 = 1437.5	0.36
473-476	11.5 x 125 = 1437.5	0.36
477-480	11.5 x 125 = 1437.5	0.36
481-484	11.5 x 125 = 1437.5	0.36
485-488	11.5 x 125 = 1437.5	0.36
489-492	11.5 x 125 = 1437.5	0.36
493-496	11.5 x 125 = 1437.5	0.36
497-500	11.5 x 125 = 1437.5	0.36
501-504	11.5 x 125 = 1437.5	0.36
505-508	11.5 x 125 = 1437.5	0.36
509-512	11.5 x 125 = 1437.5	0.36
513-516	11.5 x 125 = 1437.5	0.36
517-520	11.5 x 125 = 1437.5	0.36
521-524	11.5 x 125 = 1437.5	0.36
525-528	11.5 x 125 = 1437.5	0.36
529-532	11.5 x 125 = 1437.5	0.36
533-536	11.5 x 125 = 1437.5	0.36
537-540	11.5 x 125 = 1437.5	0.36
541-544	11.5 x 125 = 1437.5	0.36
545-548	11.5 x 125 = 1437.5	0.36
549-552	11.5 x 125 = 1437.5	0.36
553-556	11.5 x 125 = 1437.5	0.36
557-560	11.5 x 125 = 1437.5	0.36
561-564	11.5 x 125 = 1437.5	0.36
565-568	11.5 x 125 = 1437.5	0.36
569-572	11.5 x 125 = 1437.5	0.36
573-576	11.5 x 125 = 1437.5	0.36
577-580	11.5 x 125 = 1437.5	0.36
581-584	11.5 x 125 = 1437.5	0.36
585-588	11.5 x 125 = 1437.5	0.36
589-592	11.5 x 125 = 1437.5	0.36
593-596	11.5 x 125 = 1437.5	0.36
597-600	11.5 x 125 = 1437.5	0.36
601-604	11.5 x 125 = 1437.5	0.36
605-608	11.5 x 125 = 1437.5	0.36
609-612	11.5 x 125 = 1437.5	0.36
613-616	11.5 x 125 = 1437.5	0.36
617-620	11.5 x 125 = 1437.5	0.36
621-624	11.5 x 125 = 1437.5	0.36
625-628	11.5 x 125 = 1437.5	0.36
629-632	11.5 x 125 = 1437.5	0.36
633-636	11.5 x 125 = 1437.5	0.36
637-640	11.5 x 125 = 1437.5	0.36
641-644	11.5 x 125 = 1437.5	0.36
645-648	11.5 x 125 = 1437.5	0.36
649-652	11.5 x 125 = 1437.5	0.36
653-656	11.5 x 125 = 1437.5	0.36
657-660	11.5 x 125 = 1437.5	0.36
661-664	11.5 x 125 = 1437.5	0.36
665-668	11.5 x 125 = 1437.5	0.36
669-672	11.5 x 125 = 1437.5	0.36
673-676	11.5 x 125 = 1437.5	0.36
677-680	11.5 x 125 = 1437.5	0.36
681-684	11.5 x 125 = 1437.5	0.36
685-688	11.5 x 125 = 1437.5	0.36
689-692	11.5 x 125 = 1437.5	0.36
693-696	11.5 x 125 = 1437.5	0.36
697-700	11.5 x 125 = 1437.5	0.36
701-704	11.5 x 125 = 1437.5	0.36
705-708	11.5 x 125 = 1437.5	0.36
709-712	11.5 x 125 = 1437.5	0.36
713-716	11.5 x 125 = 1437.5	0.36
717-720	11.5 x 125 = 1437.5	0.36
721-724	11.5 x 125 = 1437.5	0.36
725-728	11.5 x 125 = 1437.5	0.36
729-732	11.5 x 125 = 1437.5	0.36
733-736	11.5 x 125 = 1437.5	0.36
737-740	11.5 x 125 = 1437.5	0.36
741-744	11.5 x 125 = 1437.5	0.36
745-748	11.5 x 125 = 1437.5	0.36
749-752	11.5 x 125 = 1437.5	0.36
753-756	11.5 x 125 = 1437.5	0.36
757-760	11.5 x 125 = 1437.5	0.36
761-764	11.5 x 125 = 1437.5	0.36
765-768	11.5 x 125 = 1437.5	0.36
769-772	11.5 x 125 = 1437.5	0.36
773-776	11.5 x 125 = 1437.5	0.36
777-780	11.5 x 125 = 1437.5	0.36
781-784	11.5 x 125 = 1437.5	0.36
785-788	11.5 x 125 = 1437.5	0.36
789-792	11.5 x 125 = 1437.5	0.36
793-796	11.5 x 125 = 1437.5	0.36
797-800	11.5 x 125 = 1437.5	0.36
801-804	11.5 x 125 = 1437.5	0.36
805-808	11.5 x 125 = 1437.5	0.36
809-812	11.5 x 125 = 1437.5	0.36
813-816	11.5 x 125 = 1437.5	0.36
817-820	11.5 x 125 = 1437.5	0.36
821-824	11.5 x 125 = 1437.5	0.36
825-828	11.5 x 125 = 1437.5	0.36
829-832	11.5 x 125 = 1437.5	0.36
833-836	11.5 x 125 = 1437.5	0.36
837-840	11.5 x 125 = 1437.5	0.36
841-844	11.5 x 125 = 1437.5	0.36
845-848	11.5 x 125 = 1437.5	0.36
849-852	11.5 x 125 = 1437.5	0.36
853-856	11.5 x 125 = 1437.5	0.36
857-860	11.5 x 125 = 1437.5	0.36
861-864	11.5 x 125 = 1437.5	0.36
865-868	11.5 x 125 = 1437.5	0.36
869-872	11.5 x 125 = 1437.5	0.36
873-876	11.5 x 125 = 1437.5	0.36
877-880	11.5 x 125 = 1437.5	0.36
881-884	11.5 x 125 = 1437.5	0.36
885-888	11.5 x 125 = 1437.5	0.36
889-892	11.5 x 125 = 1437.5	0.36
893-896	11.5 x 125 = 1437.5	0.36
897-900	11.5 x 125 = 1437.5	0.36
901-904	11.5 x 125 = 1437.5	0.36
905-908	11.5 x 125 = 1437.5	0.36
909-912	11.5 x 125 = 1437.5	0.36
913-916	11.5 x 125 = 1437.5	0.36
917-920	11.5 x 125 = 1437.5	0.36
921-924	11.5 x 125 = 1437.5	0.36
925-928	11.5 x 125 = 1437.5	0.36
929-932	11.5 x 125 = 1437.5	0.36
933-936	11.5 x 125 = 1437.5	0.36
937-940	11.5 x 125 = 1437.5	0.36
941-944	11.5 x 125 = 1437.5	0.36
945-948	11.5 x 125 = 1437.5	0.36
949-952	11.5 x 125 = 1437.5	0.36
953-956	11.5 x 125 = 1437.5	0.36
957-960	11.5 x 125 = 1437.5	0.36
961-964	11.5 x 125 = 1437.5	0.36
965-968	11.5 x 125 = 1437.5	0.36
969-972	11.5 x 125 = 1437.5	0.36
973-976	11.5 x 125 = 1437.5	0.

SCHEDULE "C"

(Security)

TOTAL SECURITY REQUIRED FOR GRADING, TOPSOILING, SEEDING, DRAINAGE CONTROL, DUST CONTROL, WEED CONTROL, GARBAGE MAINTENANCE, REMOVAL OF CONTAMINATED SOILS, ILLEGAL FIRE PROTECTION, DAMAGE TO MUNICIPAL ROADS AND CONSULTING COSTS IN RELATION TO THIS AGREEMENT \$303,021.00

The estimate contained in this Schedule is for informational purposes only and shall not restrict the rights of the Township to draw on the cash or Letter of Credit up to the full remaining balance thereof to rectify any default, nor to require any increase in said security as set out therein. If Township costs to rectify any default exceeds the value of the Letter of Credit, the Township may recover all costs and expenses incurred by the Township, whether directly or indirectly, with respect to the default or remedy thereof and collect such costs and expenses in like manner as municipal taxes.

ITEM #	DESCRIPTION	Quantity	Unit	Unit Price	Price Extension
1	Erosion and sediment control measures				
a	Construction access mat (incl removal)	2	each	\$ 11,000.00	\$ 22,000.00
b	Sediment Control fence	2660	l.m	\$ 14.00	\$ 37,240.00
c	Interceptor swales	2431	l.m	\$ 16.00	\$ 38,896.00
d	Rock Check Dam	42	each	\$ 480.00	\$ 20,160.00
e	Sediment trap	2	each	\$ 1,850.00	\$ 3,700.00
2	Regrade Site	1	L.S	\$ 4,275.00	\$ 4,275.00
3	Re-establish ground cover in disturbed areas (Hydromulch)	55000	Sq.m	\$ 1.85	\$ 101,750.00
4	Removal of unsuitable fill	1	L.S	\$ 75,000.00	\$ 75,000.00
TOTAL					\$ 303,021.00