

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 Town Engineer and in accordance with the Town "Design Criteria and Standard Detail Drawings", as adopted from time to time by the Council for the Town.

2. Ownership of the Lands

2.1 The Developer hereby warrants and represents that the registered owner of the Lands is the Developer.

2.2 The Mortgagee consents to the Developer undertaking work on the Lands in accordance with this Agreement.

2.3 The Town consents to the Developer undertaking work on the Lands in accordance with this Agreement, subject to the terms and restrictions of this Agreement including, but not limited to, Section 22.

3. Grading Pre-Conditions

3.1 The Developer shall be permitted to grade 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 Town 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 Town 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, Conservation and Parks the County of Wellington (the "County"), the Grand River Conservation Authority or Credit Valley Conservation Authority ("Conservation Authority"), 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 Town Engineer and only in accordance with a tree preservation plan, approved by the Town Engineer, and a grading plan;
- (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 Town, the County, 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 Town;
- (g) No topsoil is removed or permitted to be removed from the Lands and all topsoil is stockpiled on the Lands. Topsoil and surplus material are to be stored in locations approved by the Town, unless written approval is obtained from the Town;

- (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 Conservation Authority and the Town. 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 _____ only;
 - (ii) The Developer shall abide by all half load requirements of the Town and County.
- (j) The Developer agrees to area grade all lots to within 0.4 metres to 1.0 metres of the final grade.
- (k) Demolition of the gabled bank barn located on 5507 10th Line, which is listed on the Town of Erin Heritage Inventory pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, shall only be undertaken in accordance with a detailed salvage plan and an interpretation and commemoration plan, each prepared to the satisfaction of the Town as well as any other requirements set out in the HIA Peer Review Report dated February 2021 prepared by Letourneau Heritage Consulting Inc.

4. Pre-Servicing Pre-Conditions

- 4.1 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 Town 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 Town 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, Conservation and Parks, the County, and the Conservation Authority, 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 Town Engineer and only in accordance with a tree preservation plan and a pre-servicing plan approved by the Town Engineer;
 - (e) The Developer has notified all agencies providing emergency services in the Town, the County, 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 Town;

- (f) No topsoil is removed or permitted to be removed from the Lands and all topsoil is stockpiled on the Lands. Topsoil and surplus material are to be stored in locations approved by the Town, unless written approval is obtained from the Town;
- (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 Conservation Authority, and the Town. 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 Conservation Authority and the Town 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 Conservation Authority, if applicable;
- (j) The Developer shall comply with the following site-servicing access requirements:
 - (i) Access for site servicing purposes shall only be from _____ only;
 - (ii) The Developer shall abide by all half load requirements of the Town and the County, if any.

4.2 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. 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 Town.

5. Imported Fill/Topsoil

5.1 The Developer 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 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.

5.2 The Developer shall ensure that the Qualified Person develops a contingency plan in the event contaminated fill is brought to the Lands. The Developer 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 Developer shall maintain records to indicate what was found, why the load was refused and to which facility the load was directed. The Developer shall obtain documentation verifying the fill was disposed of in a suitable manner.

5.3 The Developer shall ensure that the Qualified Person develops, to the satisfaction of the Town, soil testing/sampling and auditing protocols for the fill to be brought to the Lands.

5.4 The Developer shall ensure that the Qualified Person reviews the existing groundwater management plan for the Lands and update if required to reflect the fill.

5.5 The Developer acknowledges and agrees that the Developer shall not import fill or topsoil onto the Lands unless written approval is obtained from the Town. All conditions of the Town’s Site Alteration By-law #16-30, as amended (hereinafter called the “Site Alteration By-law”) must be adhered to by the Developer if the Town agrees to the placing of the fill. The Developer must provide a comprehensive fill management plan to the Town for approval prior to any fill being placed on the Lands. The fill management report must include:

- Timing for placing of the fill;
- 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;
- 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 Town;
- Method of records to be maintained prior to, during and following placement of the fill for review by the Town's Chief Building Official ("CBO");
 - 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.

All payment of fill fees shall be received before any fill is brought on the Lands. The fee for all fill to be transported onto the site shall be _____ in accordance with the Site Alteration By-law. All fees are subject to change in accordance with the Site Alteration By-law.

- 5.6 The Town reserves the right to randomly test the soil on a monthly basis. The Developer will be required to reimburse the Town for all cost of the testing. The Town may take 3 soil samples from a location of their choosing monthly. The Developer may hire a geotechnical firm to complete the testing; however, the Town would be present to supervise the soil sampling and choose the location. The Town may complete additional soil testing at their discretion.
- 5.7 The Developer 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.
6. The Developer shall protect and/or transplant all trees as shown on the Plans and Specifications to the satisfaction of the Town. 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.
7. 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 exported from the Lands. Importing of fill is subject to obtaining written approval from the Town.
8. The Developer agrees to control dust on the Lands, on adjacent lands and on construction access roads, to the satisfaction of the Town. Without limiting any other remedies provided by this Agreement, if the dust from the Lands is not maintained to the satisfaction of the Town in its sole discretion, the Town may, after two week's 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 Town 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 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 Town in its sole discretion, the Town may, after two week's 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 Town 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.
10. 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 Town will invoice the Developer to recover such costs. The Developer shall ensure that all requirements of the Erin Fire Chief are complied with. Without limiting any other remedies provided by this Agreement, if the Developer does not pay the invoice within thirty (30) days the Town 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.
11. The Developer agrees to allow the Town, 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 Town in so doing shall be paid by the Developer.
12. The Developer agrees to reimburse the Town for all its reasonable costs incurred in preparing and registering this Agreement on title and in carrying out any of the provisions hereof.
13. 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 Town 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 Town 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 Town may accept an irrevocable letter of credit drawn on a chartered bank of Canada acceptable to the Town in lieu of such total cash amounts referred to in Schedule "C" attached hereto and such additional amounts as determined by the Town, provided such letter of credit shall be in a form acceptable to the Town 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 Town 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 Town has not determined the extent of the default or the amount required to rectify the default or compensate the Town or third parties as a result thereof, the Town 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 Town Solicitor, the Town 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 Town and the Town 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 Town to realize on all or a part of the Lands secured by this Agreement in the same manner as if the Town was enforcing its rights as a mortgagee against such lands.

14. Prior to the commencement of construction of any of the Services or grading of the Lands, the Developer shall obtain and maintain commercial general liability 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 licensed to do business in Ontario with a financial strength rating of at least AM Best A-.. Such policy or policies shall include the Town as an additional insured and a certificate of insurance shall be delivered to the Town and be in full force and effect until a policy is provided pursuant to the Subdivision Agreement by the Town of such Services pursuant to the Subdivision Agreement. Such certificate of insurance 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 operations 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; and

- (e) that the Developer shall provide at least thirty (30) days' notice to the Town prior to cancelling the policy.

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.

15. The Developer hereby agrees to defend, indemnify and save the Town completely harmless with respect to any alleged or actual claims, demands, costs, actions, causes of action, suits, proceedings, debts, damages or costs whatsoever, at law or in equity, suffered or incurred by the Town, whether directly or indirectly, as a result of this Agreement, the Lands, any grading, pre-servicing of the Lands, the Plan, 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, agent or representatives, and without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all reasonable engineering fees, disbursements and related expenses of the Town Engineer as a result of his services required to be performed for the Town 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 Town 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 Town for such damages or costs;
- (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; and
- (e) any costs arising directly or indirectly as a result of the Developer entering into this Agreement and undertaking any of the work contemplated hereunder without having first become the registered owner of the Lands.

The Developer shall pay promptly any and all accounts rendered by the Town 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.

16. The Developer acknowledges and agrees that in approving the grading and the construction of Services in advance of the Subdivision Agreement in no way commits the Town 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 Town will enter into a Subdivision Agreement.

17. 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 Town Engineer with a copy of the contract between the Consulting Engineer and the Developer.
18. The Developer agrees that it shall, upon the request of the Town, 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.
19. The Developer agrees to comply with every direction issued or given by the Town 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 Town Engineer deems to be in the interest of the proper development of the Lands and surrounding lands. The Developer acknowledges that the Town Engineer may for any reason require the cessation of work and agrees to comply with such direction. In the event the Town Engineer requires a cessation of work, then the Developer has no redress, claim, demand, right of action whatsoever against the Town.
20. The Developer agrees that the Town may draw on the letter of credit deposited in accordance with Schedule "C" and described in Section 13 above for the completion of any works considered necessary by the Town 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 Town Engineer, reasonable progress in the Construction of Services has not been made.
21. The Developer agrees that he shall maintain and keep current the approvals of all government agencies referred to in sub-paragraph 3.1(c) and 4.1(c) above and that it shall comply with all the requirements of those agencies from time to time.
22. Permitted work under this Agreement shall continue at the discretion of the Town and the Town may terminate this Agreement at any time by giving to the Developer written notice of termination.
23. The parties agree that this Agreement shall terminate upon the earliest of:
 - (a) the termination of this Agreement by the Town pursuant to paragraph 22;
 - (b) the registration of the Subdivision Agreement between the Developer and the Town 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 Town the grading or pre-servicing of the Lands has not been completed to the satisfaction of the Town, the Town may require the Developer to restore the Lands to their original condition or may do so itself using securities posted pursuant to this Agreement.

24. Nothing in this Agreement shall be construed as requiring the Town 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.
25. 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 Town was enforcing its rights as a mortgagee under a mortgage.
26. The Developer hereby agrees not to assign this Agreement without the express consent, to be obtained in writing, from the Town. Such consent may be refused by the Town unless:
 - (a) the proposed assignee has executed an assumption agreement acceptable to the Town 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.
27. Subject to the restrictions on assignment hereof by the Developer, this Agreement shall enure 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 Town, but no conveyance to any successor in title shall relieve the Developer of its obligations pursuant to this Agreement.
28. 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 Town, shall be addressed to the Town of Erin until further notice. Notice to the Town of Erin shall be given at:

(i) Town of Erin
5684 Trafalgar Road North
Hillsburgh, Ontario
N0B 1Z0

Email:

(b) to the Developer at:

National Properties Inc. and Equity Venture Group Corp.

Email:

29. 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.
30. The Schedule attached hereto form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement.

[The rest of this page is intentionally blank]

IN WITNESS WHEREOF the parties hereto have set their hands and seal and the Town 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 by By-law)
No. _____ passed on the)
_____ day of _____, 2021.)

THE CORPORATION OF THE TOWN OF ERIN

Per:)
Allan Ails, Mayor)

Per:)
Lisa Campion, Clerk)

NATIONAL PROPERTIES INC.

Per: _____)
Name:)
Title:)

Per: _____)
Name:)
Title:)

I/We have authority to bind the corporation.)

EQUITY VENTURE GROUP Inc.

Per: _____)
Name:)
Title:)

Per: _____)
Name:)
Title:)

I/We have authority to bind the corporation.)

SCHEDULE "A"

Legal Description

ALL AND SINGULAR that parcel or tract of land situate, lying and being in the Town of Erin, in the Wellington County of and being composed of:

Firstly:

PIN 71153-0403 (LT)

PT Lot 16 Concession 10 Town of Erin being PT 1, 61R11999

Secondly:

PIN 71153-0402 (LT)

PT Lot 17 Concession 10 Erin being PT 1, 61R11979

Subject to an easement over PT Lot 17 Concession 10 Erin being PT 2 & 3 on 61R11979 as in WC121523

Thirdly:

PIN 71153-0409 (LT)

PT Lot 17 Concession 10, Erin, PT 1 PL 61R21253

Subject to an easement over PT LT 17 Concession 10, Erin, PT 2 PL 61R21253 as in WC121523.

Fourthly:

PIN 71153-0404 (LT)

PT LT 16 Concession 11 Erin PT 1, 61R20082.

**SCHEDULE "B"
DRAFT PLAN OF SUBDIVISION
TOWN OF ERIN**

See attached.

**SCHEDULE "C"
SECURITIES
TOWN OF ERIN**

TOTAL SECURITY REQUIRED FOR GRADING, TOPSOILING, SEEDING,
GRUBBING, DRAINAGE CONTROL, SERVICING, DUST CONTROL, TREE
REMOVAL / TREE PRESERVATION, WEED CONTROL, GARBAGE MAINTENANCE,
ILLEGAL FIRE PROTECTION, DAMAGE TO MUNICIPAL ROADS AND CONSULTING
COSTS IN RELATION TO THIS AGREEMENT

\$350,000.00

The estimate contained in this Schedule is for informational purposes only and shall not restrict the rights of the Town 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 Town costs to rectify any default exceeds the value of the Letter of Credit, the Town may recover all costs and expenses incurred by the Town, whether directly or indirectly, with respect to the default or remedy thereof and collect such costs and expenses in like manner as municipal taxes.

SCHEDULE "D"
MODEL HOMES
TOWN OF ERIN

1. Notwithstanding the provisions of this Agreement to the contrary the Developer is entitled to erect a maximum of 3 model homes on the Lands at a location approved by the Town.
2. The Developer agrees to submit to the CBO, a site plan and such other plans and drawings as the Town deems necessary for the development of the Model Home area for approval ("Model Home Plan"), which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of building permits with respect to the said Lots. The Model Home Plan shall include the grading, drainage and landscaping requirements as well as all other matters which the Developer proposes to install, construct or erect on the Lands.
3. The Developer covenants and agrees to provide in accordance with the Site Plan to the satisfaction of and at no expense to the Town, the following:
 - (i) off-street granular parking facilities detailed in the Model Home Plan and access driveways;
 - (ii) facilities for the lighting of the buildings or structures to be erected;
 - (iii) walls, fences, hedges, shrubs, and sod, for the landscaping of the said portion of the Lands or for the protection of adjoining lands;
 - (iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the model homes; and
 - (v) grading and alteration in elevation or contour of the Lands and provision for the disposal of storm, surface and waste water from the relevant part of the Lands and from any buildings or structures to be erected, placed or constructed thereon, to the satisfaction of the Town Engineer.
4. The Developer covenants and agrees to complete at its sole risk and expense the facilities and works referred to in this Section 3 of this Schedule as well as those facilities and works referred to in the Site Plan.
5. The Developer covenants and agrees that no building or structure or erection built, constructed or erected on the Lands as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to market and promote the sale of houses in the proposed development as described in this Agreement. No Occupancy of the model home shall be permitted until execution of a Subdivision and Subdivision Agreement, and until all of the applicable provisions of this Agreement and the Subdivision and Subdivision Agreement have been complied with.
6. The Developer acknowledges and agrees that all of the provisions of this agreement related to pre-servicing and grading shall also be applicable, with necessary modification, to the permission given herein for the model homes including, but not limited to the security and letters of credit, indemnity, insurance, and payment or repayment of costs.