

DEVELOPMENT CHARGES AGREEMENT

This AGREEMENT made on the day of 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF ORANGEVILLE
(hereinafter referred to as the “**Town**”)

OF THE FIRST PART

- and -

NG CITRUS LIMITED
(hereinafter referred to as the “**Owner**”)

OF THE SECOND PART

RECITALS:

- A. The Owner is the registered owner of certain lands and premises located in the Town of Orangeville and more particularly described in Schedule “A” attached hereto (the “**Lands**”);
- B. The Town granted draft plan approval for a draft plan of subdivision identified as Town File No. SUB-2007-01, (the “**Plan**”) on the Lands on February 17, 2021, as shown on Schedule “A-1”. The Plan will create residential lots and blocks, , a stormwater management facility, an open space conservation block and 3 internal streets including the westerly extensions of Hansen Boulevard and Meyer Drive;
- C. Hansen Boulevard is a partially-constructed Major Collector Road spanning east to west across the northern part of the Town of Orangeville, from First Street to the east, to Veteran’s Way (County Road 16) to the west, with traffic signals planned/installed at major intersections. Hansen Boulevard is described as Collector Road - Major in the Town’s Official Plan and is, therefore, not a local road serving only the Lands;
- D. The portion of Hansen Boulevard between College Avenue and Mason Street (the “**Hansen Boulevard Connection**”), which is approximately 583 metres in length, has not been constructed nor deemed public highway. The Hansen Boulevard Connection spans across Town-owned lands, the Lands and land subject to the proposed draft plan of subdivision identified as Town File No. SUB-2018-02 (“**NG Citrus/Aldenhill**”). The Owner is also the registered owner of the lands subject to Subdivision SUB-2018-02 (i.e. NG Citrus/Aldenhill);
- E. To satisfy condition of approval #32 of the Plan, the Owner is required to construct the Hansen Boulevard Connection as a fully serviced Major Collector Road. Hereinafter, the “**Road**” shall include reference to the Hansen Boulevard Connection and the underlying services per the final engineering drawings, which are not limited to the works identified in Schedule “B”. Construction of the Road will require works within the lands shown in Schedule “D” and specifically includes:
 - i) approximately 246 metres of the Road within the Plan;
 - ii) approximately 273 metres of the road within the NG Citrus/Aldenhill Lands; and
 - iii) approximately 64 metres of the Road within Town-owned lands.

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- F. The Road includes the portion of Hansen Boulevard that crosses the Monora Creek, of which the crossing culvert will be constructed by the Town. Hereinafter, the “**Creek Crossing Project**” shall refer to the Town’s installation of the culvert within the area that is identified in Schedule “D” and the final engineering drawings. The work required to complete the Road will include road construction and underlying service installation atop and abutting the Creek Crossing Project.
- G. The extension of the Road and associated services will serve lands outside of the Plan and is therefore, of benefit to, and required for the development of those lands;
- H. Development Charges will be payable by the Owner with respect to the development of the Lands in accordance with By-laws 2024-060 and 2025-004 (as same may be amended and/or replaced from time to time) (the “**By-laws**”) enacted under the authority of the *Development Charges Act* S.O. 1997, C.27, as amended (the “**Act**”);
- I. The Act and the By-laws permit the provision of services in lieu of payment of all or a portion of applicable Development Charges;
- J. Pursuant to Subsection 38 of the Act, and pursuant to Sections 3.11(6) and 3.11(7) of the By-laws, an owner and the Town may enter into agreement(s) respecting credit for services in lieu of payment of all or a portion of Development Charges otherwise payable;
- K. The parties hereto have agreed upon the specific services and land for which credit will be granted, the amount of credit to which the Owner shall be entitled, and upon other matters as hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of TWO DOLLARS (\$2.00) now paid by the Owner to the Town, and for other good and valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

Recitals

- 1. The Owner and the Town acknowledge and agree that the Recitals in this Agreement are true and correct.

Authority for Credit Agreement

- 2. This Agreement is a credit agreement under Section 38 of the Act in relation to the design, and construction of the Road and the municipal services thereunder, as referenced in Recital “E”. The Town has the authority to enter into this Agreement pursuant to Section 38 of the Act and Sections 3.11(6) and 3.11(7) of its By-laws. By entering into and fulfilling its obligations pursuant to this Agreement, the Owner becomes entitled to credits against development charges as provided for in the Act and the By-laws. The Town and the Owner hereby covenant and agree that they will not challenge the validity of this Agreement in any legal proceeding.

Construction of Services and Conveyance of Land by the Owner

- 3. The Town hereby permits and requires the Owner to provide those services and land detailed in the final engineering drawings as will be submitted by the Owner to the Town, in accordance with this Agreement. For greater certainty, the services and works contemplated include, but are not limited to the work identified in Schedule “B” and upon the lands identified in Schedule

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“D” (the “**Schedule B Services**” or the “**Schedule B Services and land**”, as the context may require).

4. The construction, maintenance, acceptance and assumption of the Road, including the Schedule B Services, shall be subject to and in accordance with the provisions of the Subdivision Servicing Agreement (executed ###, the “Subdivision Servicing Agreement”), Subdivision Agreement applicable to the Lands (the “**Subdivision Agreement**”) and/or otherwise as per the Town’s standard policies. Nothing in this agreement shall be deemed to abrogate or amend any of the provisions of the Subdivision Servicing Agreement or Subdivision Agreement, unless explicitly stated otherwise. Further, any provisions or requirements to be satisfied prior to commencing construction within the limits of the Creek Crossing Project (as identified on Schedule “D”), as well as timelines for the completion of the Road and/or Schedule B Services are included in the above noted Subdivision Servicing Agreement.
5. The Town and Owner hereby covenant and agree that:
 - a. the Road is illustrated in Schedule “D” and the final engineering drawings and shall not be adjusted unless mutually agreed between the Town and Owner;
 - b. the Owner shall convey the Owner-owned portions of the Road, being the portions within the Plan and with the NG Citrus/Aldenhill lands (as per Schedule “D”) to the Town during the registration of the Plan. Said registration shall occur following draft plan approval of subdivision applications SUB-2018-01 and SUB-2018-02, or any earlier date as determined by the Owner; and,
 - c. the Town will consider condition of draft approval #32 for the Plan to have been cleared following execution of this Agreement and the Subdivision Servicing Agreement or Subdivision Agreement.
6. The Owner and Town covenant and agree that following conveyance of the Owner-owned portion of the Road to the Town, the Road shall be opened for public access forthwith following the granting of preliminary acceptance of the Road by the Town in accordance with Section 5.6 of the Subdivision Servicing Agreement.
7. Once the Road has been opened for public access, the maintenance provisions of the Road shall be as outlined in the Subdivision Servicing Agreement and/or Subdivision Agreement for preliminary accepted works, with the exception of the following wherein the Town shall be responsible for any damage, repairs and/or replacements resulting from operations unrelated to the Owner to:
 - a. The Schedule B Services completed on Town-owned lands (per Schedules “D”).
 - b. Top curb and sidewalk on the Owner-owned portions of the Road (per Schedule “D”).

The cause and extent of the damage shall be determined jointly between the Town and Owner, and if consensus is not achieved, at the sole opinion of the Owner’s professional engineer. The Town shall be solely responsible, at its sole expense, for the rectification of all such damage, and the completion of any repairs and/or replacements that may occur in relation to the areas identified in 7(a) and (b), and shall indemnify and hold the Owner harmless with respect to same.

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8. Further, the Owner acknowledges that the Schedule B Services completed on Town owned lands (per Schedule "D"), shall be subject to the maintenance terms and conditions outlined below:
- All works and services shall be guaranteed by the Owner for a period of 2 years beginning when preliminary acceptance is granted by the Town.
 - Deficiencies identified during inspections for preliminary acceptance will be identified by the Town and corrected by the Owner. Once satisfied that all deficiencies have been identified to its satisfaction, the Town will grant preliminary acceptance.
 - Prior to placing top asphalt, all sub-surface works will be inspected by the Town and all identified deficiencies shall be addressed to the satisfaction of the Town.
 - The placing of top asphalt, once all deficiencies have been addressed to the satisfaction of the Town, will be authorized by the Town at their sole discretion.
 - The top asphalt shall be warranted by the Owner for a one-year period after the asphalt is placed. All deficiencies identified by the Town shall be addressed by the Owner at its expense;
 - The Town will grant final acceptance of these works and services by issuing an acceptance letter when all the conditions are satisfied.
9. Once all the required top curb and sidewalk within the Plan per the final engineering drawings have been installed, the exception identified in Section 7(b) shall cease and the maintenance provisions outlined in the Subdivision Agreement shall apply.
10. Notwithstanding Section 7, the Town and Owner shall jointly be responsible for damage, repairs and/or replacements to the asphalt of the Owner-owned portions of the Road (per Schedule "D"), with the cost being split equally between both parties until such time as final acceptance of the Road is granted per the Subdivision Agreement.
11. Notwithstanding the foregoing, or any other provision contained herein, and/or in the Subdivision Servicing Agreement or Subdivision Agreement, commencement of the Road construction or Schedule B Services in the Creek Crossing Project Area does not in any way constitute acceptance, assumption or adoption of the Creek Crossing Project by the Owner. Further, if the Owner constructs the Road following the construction guidelines and certifications identified by the Town per Section 4.4 of the Subdivision Servicing Agreement and included in this Agreement as Schedule "E", the Town agrees that the Owner shall in no way be responsible for any damage, repairs and/or replacements to the Road or Creek Crossing Project which are caused by or attributed to any deficiencies in the Creek Crossing Project. The Town shall be solely responsible, at its sole expense, for the rectification of all such damage, and the completion of any repairs and/or replacements, and shall indemnify and hold the Owner harmless with respect to same.
12. Under no circumstance whatsoever shall any damage, repairs and/or replacements to the Road that are not solely the Owner's responsibility as outlined above delay building permit availability within the Plan or the issuance of final acceptance, in accordance with the Subdivision Agreement, for works within the Plan.
13. Should the works within the Plan outside of the Road be ready for the final acceptance process per the Subdivision Agreement, the Town shall grant partial final acceptance for said works. For clarity, outstanding deficiencies in the Road shall not delay final acceptance of works outside of the Road.

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14. Should the Town request that any works within the Road be delayed beyond when equivalent work is being completed for the rest of the Plan (e.g. top asphalt), said works shall no longer be required for final acceptance of the Road. For clarity, final acceptance of the Road shall follow the same timelines as the rest of the Plan and shall be granted without completion of any works requested to be delayed by the Town. Obligations for completion and maintenance for any such works within the Road that may be delayed beyond final acceptance shall be addressed in the Subdivision Agreement.

Costs of Schedule B Services and land

15. The estimated costs of the Schedule B Services and land are set out on Schedule "C" attached hereto. Such Schedule "C" shall be updated based on the Actual Costs of the Schedule B Services and land, as provided for below.
16. As part of the ultimate design of Hansen Boulevard, infrastructure such as a retaining wall or pedestrian connection may be required in the NG Citrus/Aldenhill portion of the Hansen Boulevard right-of-way. The Owner and Town acknowledge that up to 50% of the construction cost for this infrastructure will be included in the Actual Costs eligible for DC Credits pursuant to this Agreement, if such infrastructure is permitted by the Town for the purpose of mitigating negative impacts on SUB-2018-01 and/or SUB-2018-02 due to the grade of Hansen Boulevard. A placeholder for this infrastructure has been included in Schedules "B" and "C".
17. The Owner shall be granted a credit for works identified in Section 16 if in accordance with Schedule "C" only if such work is first approved by the Town and completed by the Owner to the satisfaction of the Town.
18. For purposes of this Agreement, "**Actual Costs**" means the total hard costs paid and incurred by the Owner, plus 15% for soft costs, (plus applicable HST) in accordance with this Agreement related to the design, engineering, construction, maintenance, repair and assumption of the Schedule B Services, all as confirmed by the Owner's consulting engineer and to the satisfaction of the Town.
19. Upon both preliminary acceptance and final acceptance of the Schedule B Services, the Owner shall submit to the Town a statement of the Actual Costs of the Schedule B Services, as certified by the Owner's consulting engineer, and the Town (acting reasonably and expeditiously) shall review and approve such Actual Costs.
20. Within sixty (60) days of approval of the Actual Costs, the Town shall reimburse the Owner for the Actual Costs of Schedule B Services completed on Town-owned lands, per Schedules "C" and "D".
21. The Town and Owner covenant and agree that if, at the request of the Town, the Owner conducts any repairs or replacements that are the Town's responsibility per this Agreement, that the Town will reimburse the Owner for the cost of said work. The Town will provide this reimbursement to the Owner within sixty (60) days of receipt of supporting documentation of the works and their costs. For clarification, this includes repairs and replacements that are partially the Town's responsibility per this Agreement, where said reimbursement will be for the Town's proportionate share.

Schedule B Services Qualify for DC Credits

22. The Town agrees the Schedule B Services and land are services and lands designated under the By-laws and that the Schedule B Services and land will be provided for a credit towards the payment of the Development Charges

payable in respect of the Lands (the “**DC Credits**”). The DC Credits granted to the Owner for providing the Schedule B Services and land shall be granted in accordance with the terms as set out in this Agreement and the Schedules.

Application of Credits

23. DC Credits shall be granted to the Owner, as set out in this Agreement and the Schedules, in an amount equal to 100% of the Actual Costs of the Schedule B Services completed on Owner-owned lands, plus indexing in accordance with the annual development charge rate index adjustment per the DC By-law. For clarity, DC Credits shall be available for 100% of the Actual Costs, which shall be granted by the Town to the Owner in accordance with Sections 24, 25 and 26 hereinbelow.
24. The Town agrees that the DC Credits shall be applied to the Development Charges payable by the Owner in respect of the Plan, in accordance with the estimated amounts as set out in Schedule “C” (which shall be updated to reflect the Actual Costs), and in accordance with this Agreement.
25. DC Credits shall be applied to the obligation of the Owner to pay Development Charges in respect of the development of the Lands, in the order in which building permits are applied for by the Owner. The amount of the credit shall be applied to the Development Charges payable upon the issuance of each building permit and shall be determined as estimated in Schedule “C” (which shall be updated to reflect the Actual Costs) and this Agreement.
26. For greater clarity:
 - a. When applying for a building permit within the Plan, a credit will be applied to the Development Charges owing for that unit/dwelling in the value as estimated in Schedule “C”, which shall be updated to reflect the Actual Costs and final number of residential units registered and/or site plan approved within the Plan. Meaning that this value is deemed to have been paid and the value of this credit will be subtracted from the total Development Charges owing.

Transfer of Credits

27. The Town agrees that any DC Credits permitted hereunder may be transferred to a successor in title to the Owner, or assigned to other lands owned by the Owner. In the event that title to the Lands or a part thereof is transferred prior to the provision of all or part of the DC Credits contemplated under this Agreement, the Town shall be given notice in writing of the transfer and the Owner’s written consent to the transfer of DC Credits payable, prior to the receipt of the DC Credit by the transferee.

Balance Owing after Application of DC Credits

28. In the event that the Owner has not received DC Credits for the Actual Costs as of the date of application of the last DC Credit within the Lands, the Town shall reimburse the balance of the Actual Costs to the Owner, within twelve (12) months thereafter.

Servicing Allocation

29. Upon execution of this Agreement, the Town shall reserve allocation of the necessary water and wastewater servicing capacity for all residential units within the Plan. For clarity, a total of 103 residential units are anticipated to be developed within the Plan boundary, but the actual amount of reserved allocation shall be updated to match the final number of residential units

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within the Plan upon registration/final approval of the development of the lands.

30. The Owner and Town acknowledge and agree that by the Owner front-ending the construction of the Road on external land subject to the proposed draft plan of subdivision identified as Town File No. SUB-2018-02 ("NG Citrus/Aldenhill Plan"), the Owner is eligible for water and wastewater servicing capacity allocation for its future development phases in this immediate area, specifically including the NG Citrus/Aldenhill Plan and Subdivision Application File No. SUB-2018-01 (NG Citrus/Transmetro Plan) (i.e. the "Future Phase Plans"). The Town will reserve allocation of the required water and wastewater servicing capacity for all residential units within the Future Phase Plans (which is currently estimated to be 222 residential units), upon:
 - a. execution of this Agreement; and
 - b. receipt of a security in the form of an irrevocable Letter of Credit for pre-payment of the Town-wide water and wastewater development charge rates for thirty percent (30%) of the residential units within the Future Phase Plans, as calculated per Sections 31 and 33 of this Agreement ("the Pre-Payment").
31. The Pre-Payment shall be calculated by multiplying two values:
 - a. The Town-wide water and wastewater development charge rates for Single and Semi-Detached Dwellings per residential unit ("the W/WW DC Rate") in effect at a particular time as outlined in Section 33 of this Agreement; and
 - b. Thirty percent (30%) of the total number of residential units within the Future Phase Plans, being 67 single detached units out of an estimated total of 222 residential units ("the Pre-Paid Unit Count").
32. The Pre-Payment shall satisfy in full any requirement for the Owner to pay the W/WW DC Rate for the residential units included in the Pre-Paid Unit Count, with no additional payment required when executing a Subdivision Agreement or issuing building permits for these pre-paid units. For clarity, the Owner shall not be required to pay any future costs associated with the water and wastewater development charge rates for these units, however shall still be required to pay the County, Education and other Town service portions of the Development Charges that are payable at the time of building permit issuance.
33. The Pre-Payment shall be provided to the Town as follows:
 - a. Upon execution of this Agreement, the Owner shall provide the Town with a security in the form of an Irrevocable Letter of Credit ("the Security Pre-Payment"). The value of the Security Pre-Payment shall be equal to the Town-wide W/WW DC Rates for Single and Semi-Detached Dwellings in effect on the date of execution of this Agreement multiplied by 67 single detached residential units (i.e. 30% of the current estimate of 222 residential units within the Future Phase Plans). The Town shall be entitled to use the Security Pre-Payment to pay for construction of water-related infrastructure per the Development Charge Background Study. For clarity, all drawdowns shall be used to pay for infrastructure as needed and not in advance.
 - b. Upon draft plan approval of the Future Phase Plans (or any earlier date as determined by the Owner), the Town shall release the Security Pre-Payment in full and the Owner shall pay the Town the Pre-Payment by cash, certified cheque or electronic transfer of funds ("the Cash Pre-Payment"). The value of the Cash Pre-Payment shall be equal to the W/WW DC Rates for Single and Semi-detached

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Dwellings in effect on the date of draft plan approval of the Future Phase Plans (or the earlier payment date) multiplied by the Pre-Paid Unit Count as confirmed by draft approval of the Future Phase Plans.

34. Should the Town drawdown the Security Pre-Payment, the value of this drawdown shall be in increments equal to the W/WW DC Rate per unit in effect at the time of the drawdown and the number of units covered by this drawdown value shall be tracked by the Town ("Early Payment Unit Count"). For clarity, the Town shall establish the cost of the infrastructure to be funded, and round this value up to the nearest per unit equivalent of the W/WW DC Rates.
35. Notwithstanding Section 33.b of this Agreement, the Early Payment Unit Count shall be subtracted from the Pre-Paid Unit Count when calculating the Cash Pre-Payment value.
36. If an appeal to the Town's Development Charges bylaw is resolved after the Security Pre-Payment or Cash Pre-Payment has been provided to the Town, Sections 17 and 18 of the Development Charges Act shall apply to recalculate the value of the Pre-Payment as of the applicable date identified in Section 33 of this Agreement and provide a refund where the provided Security Pre-Payment or Cash Pre-Payment is higher than the re-calculated Pre-Payment value.
37. Notwithstanding all other terms of this Agreement, the water and wastewater servicing allocations referenced within this Agreement may be revoked by the Town upon the ten (10) year anniversary of the draft approval date of the Future Phase Plans, unless the allocation has already been utilized or the Owner is actively and diligently pursuing the development of the Future Phase Plans. If subdivision registration is anticipated within 24 months of this date, the allocation shall continue to be reserved for an additional 24 month period. For greater clarity, water and wastewater services shall be deemed to have been utilized once the associated units have been included on a registered plan of subdivision.
38. Should the Town revoke the water and wastewater servicing allocation per Section 37 of this Agreement, the Town shall reimburse the Owner the Pre-Payment value plus indexing in accordance with the annual development charge rate index adjustment per the DC By-law.
39. Notwithstanding any Holding (H) Zone Symbol Provisions related to servicing capacity allocation that may be applied by the Town to the Plan and Future Phase Plans, upon execution of this Agreement, the Town will reserve sufficient allocation for the aforementioned residential units within the developments and these developments shall be exempt from any requirements under any Town Servicing Allocation Policy.

Warranty Regarding Cost Overruns

40. The Parties acknowledge and agree that the costs set out in Schedule "C" are estimates for the cost of the Schedule B Services, whereas the Town will reimburse the Owner with credits based on the Actual Costs of the Schedule B Services. The Owner represents and warrants to the Town that the estimates in Schedule "C" represent the reasonable cost to the Owner of providing the Schedule B Services based on 2023 tendered costs, unless noted otherwise, and shall use commercially reasonable best efforts to keep the actual costs from materially exceeding the amount set out in Schedule "C", and subject to industry/service/supply price increases, etc.

Indemnity

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41. Except as otherwise set out in this Agreement, the Owner agrees to indemnify and save harmless the Town from all costs, charges, expenses and liabilities of whatever nature arising from the construction of the Schedule B Services caused by the Owner including, without limitation and liability arising pursuant to the *Construction Lien Act*, R.S.O. 1990 c. C30, the *Environmental Protection Act*, R.S.O. 1990 c. E19, until such time as the Road is open for public access. Once the Road is open for public access, said indemnification shall only apply as a result of negligence by the Owner.
42. Notwithstanding Section 27, provided that the Owner complies with the construction guidelines and certifications identified by the Town per Section 4.4 of the Subdivision Servicing Agreement and included in this Agreement as Schedule "E", the Town shall indemnify and save harmless the Owner and its employees, officers, agents, contractors, elected and appointed officials harmless from all damages and liabilities arising from the Road within the Creek Crossing Project area identified in Schedule "D".

Planning and Other Approvals

43. The Owner hereby acknowledges that, unless otherwise noted in this Agreement, this Agreement shall not be construed so as to relieve it from the requirement to obtain any and all necessary approvals for the development of the Lands, and shall not be construed so as to commit the Town to grant any planning or other approvals.

Estoppel Regarding Authority and Jurisdiction

44. The Owner agrees not to call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition thereof. The law of contract applies to this Agreement and the Town shall be entitled to all remedies arising therefrom. This provision may be pleaded by the Town in any action or proceeding as a complete and conclusive estoppel of any denial of such right.
45. The Owner shall pay all reasonable cost as may be incurred by the Town, its solicitor, its engineering staff and other staff, agents officers and consultants, for any work performed in connection with the preparation, execution and administration of this Agreement, which costs shall not exceed \$2,000.00. In the event of any non-compliance with this Agreement by the Owner, the Town shall be entitled to recover all of its costs in any way related to such non-compliance, including legal and other expert's fees.

Legislative Changes Clause

46. The Parties expressly agree that notwithstanding any future legislative or regulatory changes, amendments, repeals, or modifications that may affect this Agreement, the rights, obligations, terms, and conditions set forth herein shall remain binding and enforceable to the fullest extent permitted by applicable law. Should any provision of this Agreement become invalid or unenforceable due to legislative or regulatory amendments, the remaining provisions shall continue in full force and effect, and the Parties agree to promptly negotiate in good faith to amend the affected provision(s) to preserve the original intent of the Agreement.

Approval of Council

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47. The execution of this Agreement by the Town constitutes the approval of the Council for The Corporation of the Town of Orangeville to the granting of the credit for services in lieu of the payment of Development Charges.

Independent Legal Advice

48. The Owner and the Town represent and warrant to each other that they have received independent legal advice in respect of this Agreement to the effect that this Agreement constitutes a valid and binding obligation of each of them and is enforceable in accordance with its terms.

Discretion of Council Not Fettered

49. Notwithstanding any other provisions of this Agreement, the parties hereto acknowledge and agree that, unless otherwise noted in this Agreement, none of the provisions of this Agreement shall have the effect of operating in any way to fetter either the Town Council which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws and to adopt, amend or rescind Official Plan Amendments, subdivision plan applications or to approve or refuse approval to plans and drawings for development.

Registration on Title

50. This Agreement and any schedules attached hereto may be registered upon title to the Lands at the request of the Town and at the expense of the Owner.

Removal of Agreement from Title

51. Upon satisfying all provisions of this Agreement by the completion of the services required and fulfillment of all eligible credits described herein, the Town shall not unreasonably withhold its consent to the removal of this Agreement from title to the Lands and shall execute such documents as may be required to affect such removal from title. Any such removal of this agreement from title to the Lands shall be at the expense of the Owner.

Commencement

52. This Agreement commences on the date of its execution by the Parties.

Force Majeure

53. If the Owner is delayed or hindered in or prevented from the performance of any act or obligation required to be performed by the Owner under this Agreement by reason of acts of God, strikes, lockouts, unavailability of materials, curtailment of transportation facilities, failure of power, prohibitive governmental laws or regulations, riots, insurrections, pandemic, war, terrorist activities, explosions, unavoidable casualty or the act or failure to act of any other party, adverse weather conditions preventing the performance of work, or other unspecified, unforeseen or uncontrollable events beyond the Owner's reasonable control, then the time for performance of such act or obligation shall be extended for a period equivalent to the period of such delay.

General

54. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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55. Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided herein may be extended or abridged by an agreement in writing signed by the Owner and by the Chief Administrative Officer of the Town.
56. This Agreement shall be read with all changes of gender or number required by the context.
57. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if sent by prepaid registered mail or sent by electronic mail and addressed as follows:

To the Owner: NG CITRUS LIMITED
C/O KATHLEEN SCHOFIELD
351 KING STREET EAST, 13TH FLOOR
TORONTO, ON, M5A 0L6
KATY@GREATGULF.COM

To the Town: CHIEF ADMINISTRATIVE OFFICER
THE CORPORATION OF THE TOWN OF
ORANGEVILLE
MUNICIPAL OFFICES
87 BROADWAY
ORANGEVILLE, ON L9W 1K1

or if delivered at such address. Each of the parties shall be entitled to specify a different address by giving notice in accordance with the same terms hereof to the other. Any such notice, if mailed, shall be deemed to have been given on the third business day next following such mailing, or if delivered, shall be deemed to have been given on the day of delivery; provided that in the event of a disruption in postal service any notice mailed shall be deemed to have been delivered on the fifth business day following the resumption of regular postal service. Any notice sent by electronic mail shall be deemed to have been given on the business day next following the date of transmission.

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IN WITNESS WHEREOF the parties have hereto set their hands and seals under their officers duly authorized in that regard, with effect as of the date first shown above.

in the presence of

NG CITRUS LIMITED

Per: _____

Print Name: Kathleen Schofield

Position: _____

Date: _____

Per: _____

Print Name: Michael Kirchmair

Position: _____

Date: _____

I/We have the authority to bind the corporation

**THE CORPORATION OF THE TOWN OF
ORANGEVILLE**

Lisa Post, Mayor

Date: _____

Raylene Martell, Clerk

Date: _____

Schedule "A"

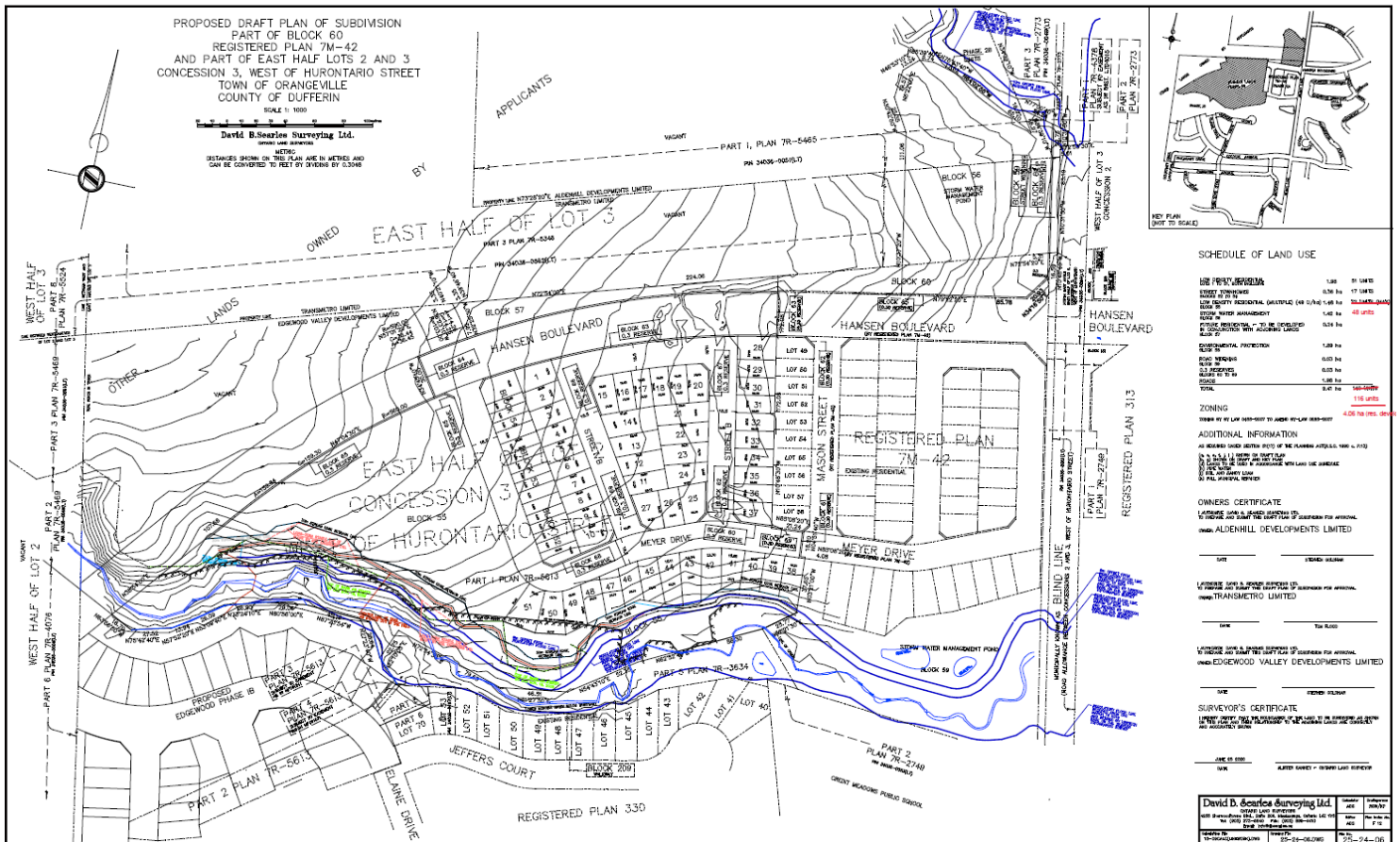
Legal Description of Owner's Lands

Part of Block 60, Plan 7M-42 and Part of East Half Lots 2 and 3, Concession 3, West of Hurontario Street, Town of Orangeville, County of Dufferin.

DRAFT

Schedule "A-1"

Copy of Plan



Schedule "B"

Scope of Works Eligible for Credit or Reimbursements (Road and Services)

- Construct additional ROW and oversizing of Hansen Boulevard as a 30.0 metre-wide Collector Road including appurtenances per Town Standards on the **Owner-owned lands**, including, but not limited to the following:
 - Oversized watermain, valves, chambers
 - Oversized Storm sewers, manholes, additional quality (OGS) and quantity control, stormwater outlet
 - Oversized ROW construction, additional roadway width
 - Extra depth road make-up, granulars, asphalt
 - Oversized boulevard construction, landscaping
 - Additional sidewalk areas
 - Additional line painting, bike lanes
 - Additional street lighting requirements
 - Repair and maintain sewers, roads, boulevards per the terms of this Agreement
 - Supply and install Pressure reducing valve, external to the development lands
 - Retaining wall or other infrastructure within NG Citrus/Aldenhill Plan portions of the Road (if required) per the terms of this agreement.
- Construct ROW of Hansen Boulevard as a 30.0 metre-wide Collector Road including appurtenances per Town Standards on the Town-owned lands.

Schedule “C”

Summary of Estimated Reimbursable Costs for the construction of Hansen Boulevard

Oversizing DC Credits:

Within the Plan and the NG Citrus/Aldenhill Plan (including the Lower Monora Creek Crossing):

	Roads DC	Water DC	Total
a) Road and Landscaping	\$503,738		\$503,738
b) Watermain and PRV		\$333,169	\$333,169
c) Streetlights	\$12,847		\$12,847
d) Soft Costs (15% of items a to c)	\$77,488	\$49,975	\$127,463
e) Contingencies (10% of items a to d)	\$59,407	\$38,314	\$97,722
f) HST	\$84,952	\$54,790	\$139,742
Subtotal	\$738,432	\$476,249	\$1,214,681

Per Section 16 of the Agreement, possible future credits:

	Roads DC	Water DC	Total
a) Retaining Wall or other infrastructure, if applicable	\$256,133		\$256,133
b) Soft Costs (15% of item a)	\$38,420		\$38,420
c) Contingencies (10% of items a to b)	\$29,455		\$29,455
d) HST	\$42,121		\$42,121
Subtotal	\$366,129		\$366,129
50% of costs eligible for credit, per Section 16:	\$183,065	\$0	\$183,065
TOTAL Oversizing DC Credits:	\$921,496	\$476,249	\$1,397,745

The Total Estimated Construction Cost to be reimbursed to the Owner by the Town through DC Credits is **\$1,397,745** (subject to amendments to reflect Actual Costs) with an estimated \$921,426 credit available to offset Roads Development Charges and an estimated \$476,249 credit available to offset Water Development Charges as assessed by the Town. For greater certainty, no development charge credits will be applied to the County, Education, or other Town service portions of the total Development Charges payable.

Per Section 25, the development charge rates used for calculating the amounts due and the eligible credits under this agreement will be the development charge rates in effect at the time of building permit issuance. Per Section 28, in the event that the Owner has not received DC Credits for the full Actual Costs as of the date of application of the last DC Credit within the Lands, the Town shall reimburse the balance of the Actual Costs to the Owner, within twelve (12) months thereafter.

At the time of execution of this Agreement, the eligible portion of the Town’s Development Charge Rates available for credit were as set out in the following table. It should be noted these rates and related credits will be subject to annual indexing, development charge background study and by-law updates, or legislative changes where applicable:

Credit per unit	Single detached dwelling	Townhouse
Roads Town wide)	\$9,020	\$7,448
Water (Town wide)	\$10,517	\$8,684

Credit per developed area	Per net developable hectare
Roads (Area specific RSP1)	\$27,998
Water (Area specific WD2)	\$5,176
Water (Area specific WD4)	\$7,847

Reimbursements:

The Town will reimburse the Owner for additional works front ended on behalf of the Town within Town-owned lands (from College Ave to the western limit of NG Citrus/Aldenhill Plan, including lands outside the Road Right-of-Way, as identified on Schedule D). Total Estimated Construction Costs to be reimbursed to the Owner by the Town (subject to amendments to reflect Actual Costs) is as follows:

a) Road and Landscaping	\$173,101.24
b) Watermain	\$ 38,365.37
c) Storm Outlet	\$223,709.46
d) Streetlights	\$ 18,750.36
e) Soft Costs (15% of items a to d)	\$ 68,088.96
f) Contingencies (10% of items a to e)	\$ 52,201.54
g) HST	\$ 74,648.20
Subtotal	\$648,865.14

TOTAL DC CREDITS AND REIMBURSEMENTS \$2,046,610.21

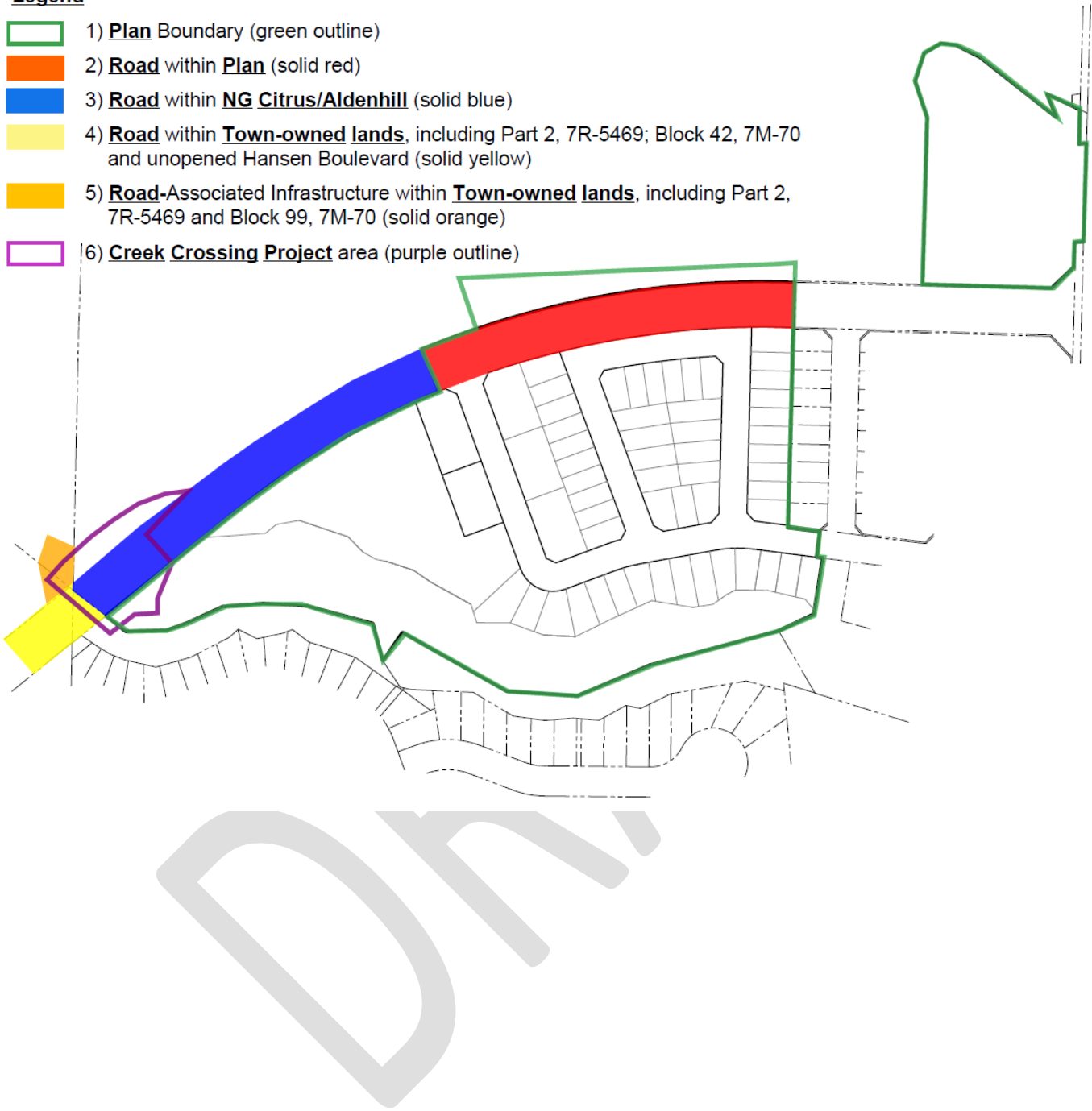
The foregoing is subject to updating based on Actual Costs, as set out in this Agreement.

Schedule “D”

Lands Subject to Hansen Boulevard Extension Construction

Legend

- 1) Plan Boundary (green outline)
- 2) Road within Plan (solid red)
- 3) Road within NG Citrus/Aldenhill (solid blue)
- 4) Road within Town-owned lands, including Part 2, 7R-5469; Block 42, 7M-70 and unopened Hansen Boulevard (solid yellow)
- 5) Road-Associated Infrastructure within Town-owned lands, including Part 2, 7R-5469 and Block 99, 7M-70 (solid orange)
- 6) Creek Crossing Project area (purple outline)



Schedule "E"

Creek Crossing Project: Construction Guidelines

DRAFT