

THIS AGREEMENT made as of the 24th day of March, 2015

AMONGST:

RIVERVIEW HIGHLANDS (PARIS) HOLDINGS LTD.
(hereinafter called the “**Riverview**”)

OF THE FIRST PART

- and -

MILE HILL DEVELOPMENTS INC.
(hereinafter called “**Edgar**”)

OF THE SECOND PART

- and -

MARGARET GURNEY
(hereinafter called “**Gurney**”)

OF THE THIRD PART

- and -

THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter called the “**County**”)

OF THE FOURTH PART

WHEREAS:

- (a) Riverview is the registered and beneficial owner of the lands more particularly described in Schedule “A” (hereinafter referred to as the “**Riverview Lands**”);
- (b) Edgar is the registered and beneficial owner of the lands more particularly described in Schedule “B” (hereinafter referred to as the “**Edgar Lands**”);
- (c) Gurney is the registered and beneficial owner of the lands more particularly described in Schedule “C” (hereinafter referred to as the “**Gurney Lands**”);
- (d) the County is the registered and beneficial owner of the lands more particularly described in Schedule “D” (hereinafter referred to as the “**County Lands**”);
- (e) Lawrence Ray Codlin (hereinafter referred to as “**Codlin**”) is the registered owner of the lands more particularly described in Schedule “E” (hereinafter referred to as the “**Codlin Lands**”);

- (f) Riverview Highlands (1067) Holdings Ltd. (hereinafter referred to as “**1067 Holdings**”) is the registered owner of the lands more particularly described in Schedule “F” (hereinafter referred to as the “**1067 Holdings Lands**”);
- (g) the Riverview Lands, the Edgar Lands, the Gurney Lands, the County Lands, the Codlin Lands and the 1067 Holdings Lands are identified as such on the plan (hereinafter referred to as the “**Area Plan**”) attached hereto as Schedule “G”;
- (h) all of the lands shown on the Area Plan are within the Urban Settlement designation of the County’s Official Plan;
- (i) Riverview proposes the immediate residential development of the Riverview Lands and has received draft plan approval therefor from the County under County Planning file No. PS2/09;
- (j) Edgar proposes the immediate residential development of a significant portion of the Edgar Lands and has received draft plan approval for a Phase 1 development from the County under County Planning file No. PS3/08;
- (k) neither Gurney nor Codlin nor 1067 Holdings have any current plans for the urban development of the Gurney Lands nor the Codlin Lands nor the 1067 Holdings, respectively;
- (l) the development of the Edgar Lands and the Riverview Lands depends upon the availability of sufficient outlet for storm sewers and stormwater management facilities to be provided by Edgar and Riverview in connection with the residential development of the Edgar Lands and the Riverview Lands, respectively;
- (m) as the urbanization of the area shown on the Area Plan eventually proceeds, perhaps decades from the present time, permanent, long-term stormwater outlet for all of the lands, including roads, shown on the Area Plan will be provided via County infrastructure, including, probably, a storm sewer in the Powerline Road allowance with outlet to the Grand River at the eastern terminus of Powerline Road;
- (n) in the interim, temporary outlet to facilitate the immediate development of the Edgar Lands and of the Riverview Lands is to be provided by open drainage ditch (hereinafter referred to as the “**Interim Open Drainage Ditch Works**”) to be constructed by Edgar in accordance with this Agreement in the substantially the location identified on the Area Plan;
- (o) the County Lands have been improved as the site of a twin-ice pad arena and recreational area and the County wishes to construct an open ditch (hereinafter referred to as the “**Twin Pad Branch Drain**”) to improve outlet for storm water management facilities on the County Lands to the Interim Open Drainage Ditch Works in the location shown on the Area Plan;

- (p) so long as the Interim Open Drainage Ditch Works remain in service, drainage from the County Lands and from some of the roads shown on the Area Plan will flow through the Interim Open Drainage Ditch Works and, in recognition thereof, the County is prepared to make a financial contribution to the cost of the Interim Open Drainage Ditch Works once completed by Edgar in accordance with this Agreement, including the maintenance and repair thereof during the warranty period contemplated by this Agreement;
- (q) Riverview and Edgar agree that the Interim Open Drainage Ditch Works do not benefit the Gurney Lands and will never do so unless and until there is future urbanizing development of the Gurney Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the Gurney Lands are then developed;
- (r) to the extent that the Interim Open Drainage Ditch Works remain in service and actually serve to provide outlet for the future development of some part or all of the Gurney Lands, Gurney is prepared to make a financial contribution to the cost of the Interim Open Drainage Ditch Works at the time such future development proceeds and to do so in accordance with this Agreement;
- (s) Gurney is prepared to grant to the County an easement in substantially the form of Schedule "H" for the location of the Interim Open Drainage Ditch Works and of the Twin Pad Branch Drain as they cross the Gurney Lands in the locations shown on the Area Plan; Gurney will also give Edgar license to access the Gurney Lands for the purposes of constructing, installing maintaining and repairing the Interim Open Drainage Ditch Works in accordance with this Agreement; the County will also give Edgar license to access County road allowances for the purposes of constructing, installing maintaining and repairing the Interim Open Drainage Ditch Works in the locations shown on the Area Plan, all in accordance with this Agreement;
- (t) so long as the Interim Open Drainage Ditch Works remain in service, drainage from portions of the Codlin Lands will flow through the Interim Open Drainage Ditch Works but Riverview and Edgar agreed that the Interim Open Drainage Ditch Works do not benefit the Codlin Lands and will never do so unless and until there is future urbanizing development of the Codlin Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the Codlin Lands is then developed;
- (u) to the extent that the Interim Open Drainage Ditch Works remain in service and actually serve to provide outlet for the future development of some part or all of the Codlin Lands, the County is prepared to use its best efforts to have the then developer of the Codlin Lands make a financial contribution to Edgar at the time such future development proceeds and to do so in accordance with this Agreement;
- (v) so long as the Interim Open Drainage Ditch Works remain in service, drainage from portions of the 1067 Holdings Lands will flow through the Interim Open Drainage Ditch Works but Riverview and Edgar agreed that the Interim Open

Drainage Ditch Works do not benefit the 1067 Holdings Lands and will never do so unless and until there is future urbanizing development of the 1067 Holdings Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the 1067 Holdings Lands is then developed;

- (w) to the extent that the Interim Open Drainage Ditch Works remain in service and actually serve to provide outlet for the future development of some part or all of the 1067 Holdings Lands, the County is prepared to use its best efforts to have the then developer of the 1067 Holdings Lands make a financial contribution to Edgar at the time such future development proceeds and to do so in accordance with this Agreement;
- (x) as Riverview will benefit immediately from the Interim Open Drainage Ditch Works, Riverview will make an immediate financial contribution to the cost thereof as provided in this Agreement;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants set out in this Agreement and the sum of TWO DOLLARS (\$2.00) paid by each of the parties to the others and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. The schedules attached to and forming an integral part of this Agreement are:

- 1.1 Schedule "A" – description of Riverview Lands;
- 1.2 Schedule "B" – description of Edgar Lands;
- 1.3 Schedule "C" – description of Gurney Lands;
- 1.4 Schedule "D" – description of County Lands;
- 1.5 Schedule "E" – description of Codlin Lands;
- 1.6 Schedule "F" – description of 1067 Holdings Lands;
- 1.7 Schedule "G" – Area Plan;
- 1.8 Schedule "H" – Form of Easement over Gurney Lands;
- 1.9 Schedule "I" – Interim Open Drainage Ditch Works.
- 1.10 Schedule "J" – Edgar's Engineer's Undertaking;
- 1.11 Schedule "K" – Letter of Credit;
- 1.12 Schedule "L" – Interim Completion Certificate; and
- 1.13 Schedule "M" – Completion Certificate.

EDGAR TO PROVIDE INTERIM OPEN DRAINAGE DITCH WORKS

2. Edgar will construct and install the Interim Open Drainage Ditch Works in accordance with the provisions of Schedule “I” hereto and shall maintain and repair the Interim Open Drainage Ditch Works throughout the warranty period provided for in Schedule “I”.
3. Edgar agrees to retain J.H. Cohoon Engineering Limited (hereinafter referred to as “**Cphoon Engineering**”) for the purposes of finalizing the design and assisting with obtaining all required approvals for the Interim Open Drainage Ditch Works and Edgar will have Cohoon Engineering prepare tender documents and conduct the tendering process for the Interim Open Drainage Ditch Works.

GRANT OF EASEMENT AND ACCESS TO GURNEY LANDS

4. Forthwith after the execution by all parties of this Agreement, Gurney will grant to the County an easement over those parts (herein after referred to as the “**Easement Lands**”) of the Gurney Lands where the Interim Open Drainage Ditch Works and the Twin Pad Branch Drain cross the Gurney Lands as shown on the Area Plan; and in that connection the following provisions apply:
 - 4.1 The cost of preparing and depositing in the registry office a reference plan of survey to describe the Easement Lands will be borne by Edgar and such costs shall be added to and be part of the actual cost of the Interim Open Drainage Ditch Works.
 - 4.2 The easement shall be granted to the County in consideration of the sum of Seventy Thousand Dollars (\$70,000.00), plus HST if applicable, to be paid by Edgar to Gurney at the time of the granting of the easement.
 - 4.3 The grant of easement shall be in substantially the form of Schedule “H” hereto.
 - 4.4 The easement shall be granted to the County free and clear of all encumbrances.
 - 4.5 Gurney will provide to the County a solicitor’s opinion addressed to the County confirming that the County’s easement is free and clear of all encumbrances.
5. Edgar shall not commence any work constructing and installing the Interim Open Drainage Ditch Works until such solicitor’s legal opinion has been provided to the County.
6. Gurney hereby authorizes and licenses Edgar and Edgar’s employees and contractors to have access to the Easement Lands for the purpose of constructing and installing the Interim Open Drainage Ditch Works and for the purposes of maintaining and repairing the Interim Open Drainage Ditch Works throughout the warranty period provided for by this Agreement.
7. Gurney agrees to allow Edgar to dispose of clean fill material from the construction of the Interim Open Drainage Ditch Works, on the Gurney Lands; and, in that connection, the following provisions shall apply:

- 7.1 The clean fill material shall not include any construction rubble nor unacceptable contaminants and, before placing such material, Edgar shall first obtain Gurney's approval that the material to be disposed of satisfies such criteria.
 - 7.2 The clean fill material shall only be disposed of in locations approved in advance by Gurney.
 - 7.3 When approving material for disposal and approving its location for disposal, Gurney will act reasonably based on engineering and legal advice and then only in accordance with Grand River Conservation Authority regulations and permits.
 - 7.4 There shall be no payment required nor credit given for the disposal of such clean fill material nor for the cost of transporting same for disposal on the Gurney Lands.
8. The parties recognize that, to accommodate the Interim Open Drainage Ditch Works and the Twin Pad Branch Drain, an amendment may be necessary to Pit License No. 15,589 and/or Pit License No. 624,995 issued under the *Aggregate Resources Act* with respect to a portion of the Gurney Lands. Gurney agrees to apply for and process any such amendment as may be required and to do so at her expense and to be responsible for all expenses and/or construction and/or maintenance that may become necessary in connection therewith located outside of the boundaries of the Easement Lands. Edgar agrees to be responsible for all installation, construction, maintenance and repair that may become necessary in connection such license amendment located within the boundaries of the Easement Lands as being included in Edgar's obligations under paragraph 2 of this Agreement.

ACCESS TO COUNTY ROAD ALLOWANCES

9. Subject to obtaining all approvals required by County By-law and by this Agreement, the County will authorize and allow Edgar and Edgar's employees and contractors access to the County Road allowances where the Interim Open Drainage Ditch Works crosses or is located on County road allowances as shown on the Area Plan for the purpose of constructing and installing the Interim Open Drainage Ditch Works and for the purposes of maintaining and repairing the Interim Open Drainage Ditch Works throughout the warranty period provided for by this Agreement.

RIVERVIEW CONTRIBUTION TO INTERIM OPEN DRAINAGE DITCH WORKS

10. Riverview shall pay to Edgar 3.2% of the actual costs (hereinafter referred to as "**Actual Costs**") of the construction and installation of the Interim Open Drainage Ditch Works and of maintaining and repairing the Interim Open Drainage Ditch Works throughout the warranty period provided for in this Agreement. Edgar's Actual Costs include
 - 10.1 related soft costs, such as inspection fees, application fees, engineering fees, and surveying costs legal expenses and administration costs paid or incurred by Edgar in connection with the Interim Open Drainage Ditch Works including engineering for the design of the Interim Open Drainage Ditch Works and,

- 10.2 as well, Edgar's Actual Costs also include the \$70,000 plus HST if applicable paid by Edgar to Gurney as required by paragraph 4.2 above and,
- 10.3 as well, Edgar's Actual Costs also include amounts paid by Edgar to reimburse the County for the County's costs as required by paragraph 31 of Schedule "I" to this Agreement.
11. Payments by Riverview to Edgar as required by paragraph 10 above shall be governed by the following provisions:
- 11.1 Forthwith after the execution by all parties of this Agreement, Riverview shall pay Edgar \$20,000 on account of Riverview's 3.2% share of the Actual Costs to be incurred by Edgar.
- 11.2 Edgar shall only apply funds received from Riverview under this Agreement to pay Actual Costs.
- 11.3 Edgar will, from time to time, provide Riverview with interim statements of the Actual Costs as the same have been incurred to the time of the interim statement, a statement of the application of the funds received from Riverview under this Agreement to that time and an estimate of the anticipated Actual Costs to complete Edgar's obligations under paragraph 2 above;
- 11.4 If the aggregate of the amount received by Edgar from Riverview under this Agreement exceeds Riverview's 3.2% share of the amount of the anticipated Actual Costs to complete Edgar's obligations under paragraph 2 above, then, within fifteen (15) days of the interim statement, Riverview will pay to Edgar the shortfall.
- 11.5 Within ninety (90) days after Edgar the Interim Open Drainage Ditch Works have been assumed by the County as contemplated by paragraph 22 of Schedule "I", Edgar will prepare a final statement of the Actual Costs incurred and a statement of the amount of the funds received from Riverview under this Agreement. If Riverview has paid Edgar more than 3.2% of the Actual Costs, the excess shall be refunded by Edgar to Riverview; and, if Riverview has paid Edgar less than 3.2% of the Actual Costs, Riverview will pay the difference to Edgar forthwith.
- 11.6 If, after the issuance by Edgar of an interim statement or the final statement as contemplated herein, Riverview disagrees with any aspect of an interim or the final statement, the issue will be referred to arbitration under paragraph 20 below to determine what, if any amount should be paid by one to the other.
- 11.7 In connection with the obligation of Riverview shall pay to Edgar 3.2% of the Actual Costs, forthwith upon the County Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the General Grading Plan, and before the County Engineer issues the Authorization to Commence Work contemplated in paragraph 8 of Schedule "I" to this Agreement, Riverview shall lodge with the Edgar a Letter of Credit from a chartered bank guaranteeing payment to Edgar of an amount which is equal to 3.2% of the estimated cost of

the Interim Open Drainage Ditch Works as approved, as aforesaid; and the provisions of paragraphs 14, 15, 28, 29 and 30 of Schedule "I" shall apply *mutatis mutandis* to such Letter of Credit.

COUNTY CONTRIBUTION TO INTERIM OPEN DRAINAGE DITCH WORKS

12. The County shall pay to Edgar 8.2% of the Actual Costs and payments by the County to Edgar as required by this paragraph shall be governed by the following provisions:
 - 12.1 Within ninety (90) days after the County Engineer has issued a Certificate of Provisional Acceptance of the Interim Open Drainage Ditch Works as contemplated by paragraph 18 of Schedule "I", Edgar will prepare a final statement of the Actual Costs incurred and submit it to the County whereupon the County shall pay Edgar 8.2% of the Actual Costs.
 - 12.2 If, after the issuance by Edgar of such final statement the County disagrees with any aspect of it, the issue will be referred to arbitration under paragraph 20 below to determine the amount which should be paid by the County to Edgar.

GURNEY CONTRIBUTION TO INTERIM OPEN DRAINAGE DITCH WORKS

13. Riverview and Edgar agree that the Interim Open Drainage Ditch Works do not benefit the Gurney Lands and will never do so unless and until there is future urbanizing development of the Gurney Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the Gurney Lands are then developed.
14. To the extent that the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for the future development of some part or all of the Gurney Lands, Gurney will make a financial contribution to Edgar at the time such future development proceeds and, in that connection, the following provisions shall apply:
 - 14.1 No financial contribution by Gurney to Edgar under this Agreement is required
 - 14.1.1 unless and until a plan of subdivision approved for registration under the *Planning Act* has been registered on some part of the Gurney Lands; and for greater certainty the parties agree that lot creation by *Planning Act* consent is not to be regarded as a plan of subdivision; or
 - 14.1.2 unless and until, with respect to a development of any part of the Gurney Lands in connection with which *Planning Act* site plan control applies, a site plan agreement has been registered and building permit issued therefor; and for greater certainty the parties agree that any use or improvement of the Gurney Lands for agricultural purposes or for aggregate extraction, processing and/or storage purposes, including buildings and structures accessory to such purposes, shall not be regarded as development for the purposes of this clause 14.1.2.

- 14.2 No financial contribution by Gurney to Edgar under this Agreement is required in relation to the use and development of any portion of the Gurney Lands identified on the Area Plan as “Future Service Centre Lands”.
- 14.3 No financial contribution by Gurney to Edgar under this Agreement is required after the time when storm water from the Riverview Land and from the Edgar Lands is conveyed to a sufficient outlet using County owned infrastructure and without using any portion of the Interim Open Drainage Ditch Works located on the Gurney Lands.
- 14.4 Subject to paragraph 14.1, paragraph 14.2 and paragraph 14.3 above, in the event that Gurney develops the Gurney Lands, Gurney shall pay to Edgar 61.9% of the Actual Costs and such payment by the Gurney to Edgar shall be governed by the following provisions:
 - 14.4.1 Within ninety (90) days after Edgar has completed its obligations under paragraph 2 above and the Interim Open Drainage Ditch Works have been assumed by the County under this Agreement, Edgar will prepare a final statement of the Actual Costs incurred and submit it to Gurney.
 - 14.4.2 If, after the issuance by Edgar of such final statement Gurney disagrees with any aspect of it, the issue will be referred to arbitration under paragraph 20 below to determine the amount of the Actual Costs.
 - 14.4.3 Subject to paragraphs 14.1, 14.2, and 14.3 above, Gurney shall pay to Edgar 61.9% of the Actual Costs on the earlier of: the registration of a plan of subdivision as described in clause 14.1.1 above and the issuance of a building permit described in clause 14.1.2 above.

CODLIN CONTRIBUTION TO INTERIM OPEN DRAINAGE DITCH WORKS

15. Riverview and Edgar agree that the Interim Open Drainage Ditch Works do not benefit the Codlin Lands and will never do so unless and until there is future urbanizing development of the Codlin Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the Codlin Lands are then developed.
16. To the extent that the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for the future development of some part or all of the Codlin Lands, the County will use best efforts have Codlin, or his successors in title to the Codlin Lands, make a financial contribution to Edgar at the time when such future development is approved under the *Planning Act* and, in that connection, the following provisions shall apply:
 - 16.1 No financial contribution to Edgar by Codlin or his successors in title to the Codlin Lands under this Agreement is required for any use or improvement of the Codlin Lands for agricultural purposes.
 - 16.2 No financial contribution to Edgar by Codlin or his successors in title to the Codlin Lands under this Agreement is required under this Agreement after the

time when storm water from the Codlin Lands, from the Riverview Land and from the Edgar Lands is conveyed to a sufficient outlet using County owned infrastructure and without using any portion of the Interim Open Drainage Ditch Works located on the Gurney Lands.

- 16.3 Subject to paragraph 16.1 and paragraph 16.2 above, in the event of the development of any portion of the Codlin Lands which requires County approval under the *Planning Act* of a plan of subdivision or requires County site plan approval, the County will use best efforts have Codlin, or his successors in title to the Codlin Lands, make a financial contribution to Edgar equal to 10.3% of the Actual Costs.

1067 HOLDINGS CONTRIBUTION TO INTERIM OPEN DRAINAGE DITCH WORKS

17. Riverview and Edgar agree that the Interim Open Drainage Ditch Works do not benefit the 1067 Holdings Lands and will never do so unless and until there is future urbanizing development of the 1067 Holdings Lands and only then if the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for whatever portion of the 1067 Holdings Lands are then developed.
18. To the extent that the Interim Open Drainage Ditch Works remain in service and actually serves to provide outlet for the future development of some part or all of the 1067 Holdings Lands, the County will use best efforts have 1067 Holdings, or its successors in title to the 1067 Holdings Lands, make a financial contribution to Edgar at the time when such future development is approved under the *Planning Act* and, in that connection, the following provisions shall apply:
- 18.1 No financial contribution to Edgar by 1067 Holdings or its successors in title to the 1067 Holdings Lands under this Agreement is required for any use or improvement of the 1067 Holdings Lands for agricultural purposes.
- 18.2 No financial contribution to Edgar by 1067 Holdings or its successors in title to the 1067 Holdings Lands under this Agreement is required under this Agreement after the time when storm water from the 1067 Holdings Lands, from the Riverview Land and from the Edgar Lands is conveyed to a sufficient outlet using County owned infrastructure and without using any portion of the Interim Open Drainage Ditch Works located on the Gurney Lands.
- 18.3 Subject to paragraph 16.1 and paragraph 16.2 above, in the event of the development of any portion of the 1067 Holdings Lands which requires County approval under the *Planning Act* of a plan of subdivision or requires County site plan approval, the County will use best efforts have 1067 Holdings, or its successors in title to the 1067 Holdings Lands, make a financial contribution to Edgar equal to 1.0% of the Actual Costs.

COUNTY'S STATUTORY JURISDICTION

19. The Parties acknowledge that the County is a municipality and its officers and Council are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan

amendments, re-zonings, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and many other prerequisites to development (herein referred to as “**Development Approvals**”) of any of the land shown on the Area Plan. The Parties also acknowledge that the subdivision lot fabric identified on the Area Plan over the Edgar Land, over the Riverview Lands and over the 1067 Holdings Lands represents proposals by Edgar, by Riverview and by 1067 Holdings, respectively. The Parties understand and agree that the County and its officers and Council will deal with Development Approvals in the same manner as would be the case with respect to any other land development proposal without reference to and without being influenced by the fact that the County is party to this Agreement. The Parties understand and agree that the execution of this Agreement by the County does not represent a pre-judgement, nor does it fetter the discretion of the County or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992*. Without derogating from or limiting in any way any Party’s prerogative to exercise statutory appeal rights under the *Planning Act* or under the *Building Code Act, 1992*, the Parties agree that no one or more of them can seek from the County recovery of any costs incurred or payments made under this Agreement if, after due process under the *Planning Act* or under the *Building Code Act, 1992*, the Council of the County or any of the officers or employees of the County deny any particular Development Approval and this provision may be pleaded as an estoppel against any Party that should seek any such recovery.

ARBITRATION

20. In the event of failure by any one or more of the parties to reach agreement about any matter or thing related to this Agreement, such dispute shall be submitted to a single arbitrator to be agreed upon by the parties to the dispute, provided that, if a single arbitrator cannot be agreed upon within ten (10) days after the appointment of the single arbitrator has been requested by one of the parties to the dispute, then the dispute shall be referred to a board of arbitrators, one to be appointed by the County, one to be appointed by Edgar and one to be appointed by each of the other parties to the dispute; and if the County or Edgar or any party to the dispute refuses or neglects to appoint an arbitrator within twenty (20) days after the other parties shall have appointed an arbitrator and shall have served a written notice upon the party so refusing or neglecting to appoint an arbitrator requiring such party to make such appointment, then the appointed members of the arbitration board shall, at the request of the party appointing him, proceed to hear and determine the dispute as if appointed by all parties to the dispute for that purpose. If two arbitrators are so named within the time prescribed, they shall within a period of ten (10) days appoint a third arbitrator, and if they do not agree then, upon the application of any party to the dispute, the third arbitrator shall be appointed by a Judge of the Supreme Court of Ontario. The determination of the dispute shall be made by the said arbitrators or a majority of them, or by a single arbitrator, as the case may be, and such determination shall be final and binding upon the parties to the dispute and the costs of the single arbitrator or remuneration of the third arbitrator, as the case may be, shall be borne equally between the parties to the dispute, each of the parties bearing the remuneration of the arbitrator appointed by it. The provisions of this paragraph 20 shall be deemed to be submission to arbitration within the provisions of the *Arbitration Act* (Ontario) and any statutory modification or re-enactment thereof; provided that any

limitation on the remuneration of arbitrators imposed by such legislation shall not have application to any arbitration proceeding commenced pursuant to this agreement.

21. Any notice required or permitted to be given by one party to the other pursuant to the terms of this agreement shall be in writing and shall be delivered, mailed by prepaid registered mail or sent by telex, telegram or telecopy addressed to the party or parties to whom it is to be given at the following addresses:

If to the County: 26 Park Avenue, Burford, ON, N0E 1A0; Telephone No. (519) 449-2451, Fax No. (519) 449-2454.

If to Edgar: c/o Waterous, Holden, Amey, Hitchon, LLP, Post Office Box 1510, 20 Wellington Street, Bantford, Ontario N3T 5V6, Telephone No. (519) 751-6410 Fax No. (519) 759-8360.

If to Gurney: 273 Potruff Road, Paris Ontario N3L 3E3; Telephone No. _____, Fax No. _____.

If to Riverview: Post Office Box 162, Paris, ON N3L 3E7 or (address for service) 11 Grand River Street North, Paris, Ontario N3L 2L9, Telephone No. (519) 442-1786, Fax No. (519) 442-5438 .

All such addresses shall:

- 21.1 if delivered, be deemed to have been received upon date of delivery;
- 21.2 if transmitted by telex, telegram or telecopy, be deemed to have been given on the next business day following the day they were sent; and
- 21.3 if mailed, be deemed to have been given on the fifth business day following the date they were mailed.

In the event of disruption of normal postal service, notice may be made by delivery, telex, telegram or telecopy only.

The above addresses may be changed at any time by giving notice as aforesaid.

22. Time shall be of the essence of this Agreement and every part thereof except as herein otherwise provided.
23. This Agreement constitutes the entire agreement between the parties with regard to the matters dealt with in it and precedes and replaces all prior representations, negotiations, understandings and agreements whether oral or written between the parties.
24. This Agreement, the schedules and all covenants herein shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
25. All of the provisions of this Agreement are, and are to be construed as, covenants and agreements as though the words importing such covenants and agreements were used in

THE CORPORATION OF THE COUNTY OF BRANT

Per:

Mayor

Per:

Clerk

We have authority to bind the corporation

DRAFT