

**SUBDIVISION PRE-SERVICING AGREEMENT
(MILE HILL – PHASE 2)**

THIS AGREEMENT made on the 28th day of January, 2020

B E T W E E N:

LOSANI HOMES (PARIS) LTD.

hereinafter called the “**Developer**”

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF BRANT

hereinafter called the “**Municipality**”

OF THE SECOND PART

WHEREAS the **Developer** is the owner of certain **Lands**, hereinafter called the “**Lands**”, described in Schedule “A” to this Agreement, and proposes to subdivide the **Lands** or a portion of them, by means of a registered plan or plans of subdivision for the purpose of selling, conveying or leasing the lots or blocks on the registered plan or plans of subdivision;

AND WHEREAS the **Municipality** or the Ontario Municipal Board (“OMB”) has approved the draft plan of subdivision pursuant to Municipal or OMB File PL120638 and PL120639 (the “**Plan**”) for the **Lands**;

AND WHEREAS it is the intention of the parties to enter into a Subdivision Pre-Servicing Agreement (the “**Agreement**”) for the **Lands**.

AND WHEREAS it is the intention of the parties to enter into an (the “**Subdivision Agreement**”) as a condition for the final approval and registration of any of the **Lands** for subdivision purposes;

AND WHEREAS the **Developer** wishes to alter the existing grade (as per an approve site alteration permit) and (pre-service) install the infrastructure for servicing the **Lands** in accordance with the construction drawings described in Schedule “B” attached hereto at its own risk to facilitate the development of the said **Lands**;

AND WHEREAS the **Municipality** requires the **Developer** to enter into an Agreement to satisfy all conditions financial or otherwise with respect to the proposed pre-servicing works for the **Lands**;

AND WHEREAS the **Developer** warrants that all encumbrances, including but not limited to the Mortgagee/Chargee as shown on the title to the **Lands**, will execute a Postponement of interest on title so that this **Agreement** herein will have priority to the registered encumbrances;

AND WHEREAS it is the desire of the parties that the **Developer** be permitted to pre-service the **Lands**, at its sole risk, provided certain conditions are met and securities provided by the **Developer**;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration contained herein, this **Agreement** witnesses as follows:

1. **RECITALS**

The parties confirm the foregoing recitals are true and incorporate same as terms of this **Agreement**.

2. SCHEDULES

It is understood and agreed that the following Schedules are attached hereto and form part of this **Agreement**:

- (a) Schedule "A:" – Description of the **Lands**;
- (b) Schedule "B: - List of Engineering and Other Servicing Drawings and Reports.

3. DEVELOPER'S RISK AND OBLIGATIONS

The parties agree that the **Developer** shall be entitled to proceed to excavate material, process and stockpile fill, construct water mains, sanitary sewers, storm sewers, utilities and roadways and all activity on the **Lands** related thereto ("**the Pre-Servicing Works**"), subject to the terms of this **Agreement**. In consideration thereof, the **Developer** acknowledges, covenants and agrees as follows:

- (a) The construction of **the Pre-Servicing Works** shall be entirely at the risk, expense and cost of the **Developer** without any claim or recourse whatsoever against the **Municipality** by virtue of the **Developer** undertaking **the Pre-Servicing Works** prior to final approval and registration of any plan or plans of subdivision for the **Lands**;
- (b) **The Pre-Servicing Works** shall be carried out and installed in accordance with the specifications contained in Schedule "B" attached hereto, which documents may be, from time to time, amended and updated to the satisfaction of the **Municipality**;
- (c) **The Pre-Servicing Works** shall be installed on the **Lands** without expectation of connection to Municipal services prior to the entering into with the **Municipality** of the **Subdivision Agreement**.
- (d) No **Pre-Servicing Works** shall be constructed on the **Lands** that would interfere with the existing drainage of the adjoining **Lands**;
- (e) **The Pre-Servicing Works** shall be installed in a good and workmanlike manner to the satisfaction of the **Municipality** and in accordance with its standards from time to time in force and effect, it being acknowledged that it is the sole responsibility of the **Developer** to ensure that **the Pre-Servicing Works** are installed to a standard that will permit acceptance by the **Municipality** prior to the registration of any plan or plans of subdivision for the **Lands**, and in accordance with the requirements of the **Subdivision Agreement** to be entered into; and
- (f) All obligations under this **Agreement** are deemed to be at the expense of the **Developer**.

4. DEVELOPER'S PRE-CONSTRUCTION OBLIGATIONS

The **Developer** further covenants and agrees that prior to commencing the construction of **the Pre-Servicing Works**, the **Developer** shall have:

- (a) Appointed a qualified Consulting Engineer acceptable to the **Municipality** who shall be responsible for the design, construction, installation, supervision and certification of **the Pre-Servicing Works** and whose professional engineering services shall include, but not be limited to, the following:
 - (i) Preparing, certifying and providing to the **Municipality** all necessary engineering drawings;
 - (ii) Obtaining all necessary agency approvals;
 - (iii) Providing contract administration including full-time construction supervision and review and approval of the filed layout;
 - (iv) Maintaining all records of construction and providing "as constructed" data in a form satisfactory to the **Municipality**;

- (v) Providing certificates for progress payments and certificates for substantial performance under the *Construction Lien Act*;
 - (vi) Providing copies of the contractor's construction scheduling, and any subsequent modifications to the schedule, to the **Municipality** and coordinating same with the **Municipality**;
 - (vii) Correcting, as may be required from time to time, any errors in the construction drawings and reports set out in Schedule "B" including any corrective or remedial work required to bring the constructed **Pre-Servicing Works** into conformity; and
 - (viii) Ensuring that the design and implementation of **the Pre-Servicing Works** will meet all of the servicing requirements of the **Municipality** in order to permit the development of the **Lands** in accordance with the draft plan conditions for the Plan.
- (b) Applying for and receiving the applicable Environmental Compliance Approval for **the Pre-Servicing Works** from the Ministry of Environment Conservation and Parks (MECP) for storm water drainage and the sewage collection system;
 - (c) Applying for and receiving a Form 1 – Record of Watermains Authorized as Future Alterations, initiated by the **Developer** and completed by the County's Director of Water;
 - (d) Resolving all necessary off-site matters as well as obtained clearances for the servicing from all appropriate authorities and government agencies including the Grand River Conservation Authority (GRCA) as well as applicable utility operators;
 - (e) Installing all necessary tree preservation, fencing, access control measures, property signage, and appropriate erosion and siltation control devices and structures;
 - (f) Designating in writing a contact person or persons who shall have the authority to make decisions and respond to complaints and/or concerns in relation to the construction of **the Pre-Servicing Works** and such contact person shall be available at all times at the emergency contact numbers provided;
 - (g) Providing a protocol for emergency contacts indicating the order of precedence of contact names for such instances where specific individuals are unreachable;
 - (h) Arranging and completing a pre-construction meeting, or meetings, with the **Municipality** to satisfy the **Municipality** as to the pre-servicing process and procedures;
 - (i) Giving to the **Municipality** a minimum of forty-eight (48) hours written notice after the completion of any pre-construction meeting(s) of its intention to commence the construction of any of **the Pre-Servicing Works**;
 - (j) Meeting the Archaeological requirements of the Ministry of Tourism, Culture & Sport;
 - (k) Meeting all Federal and Provincial legal requirements;
 - (l) Submission of the following information:
 - (i) water infrastructure construction, disinfection and commissioning plan;
 - (ii) successful completion of training of staff involved in the water infrastructure construction, disinfection and commissioning provided by the **Municipality**; and
 - (iii) plan to maintain water infrastructure after construction, prior to the final connection of the private infrastructure to the municipal water distribution system.

- (m) Attendance at pre-construction meeting specific to water infrastructure, construction, disinfection and commissioning plan.

5. **DEVELOPER'S CONSTRUCTION OBLIGATIONS**

In addition to the foregoing, the **Developer** covenants and agrees that during the course of the construction of **the Pre-Servicing Works**, the **Developer** shall:

- (a) Continue to maintain the erosion and siltation control devices and structures, fencing, and access control;
- (b) Put and keep in place measures to control ponding, weeds, dust and mud as well as erosion, siltation and slippage conditions;
- (c) Continuously keep all roads and sidewalks used for access to the **Lands** as well as streets and sidewalks surrounding the **Lands** in good condition, free from mud, dust, construction equipment/vehicles and materials during construction;
- (d) Maintain all parking spaces and driveways with a stable surface so as to prevent the raising of dust;
- (e) Continue to maintain tree preservation and protection for existing trees;
- (f) Supply and install, at its cost, all traffic control signs and devices and prior to roadways being used, to erect signs a minimum of 1.2 metres by 1.5 metres to read as follows: "ROAD NOT ASSUMED BY **MUNICIPALITY** – USE AT YOUR OWN RISK";
- (g) Prior to any construction, provide construction access to the **Lands** including all necessary signage, whether temporary or permanent, and which approved access will be the only access to the **Lands** until otherwise authorized by the **Municipality** with the temporary access to be removed by the **Developer** when directed by the **Municipality**;
- (h) Construct all **Pre-Servicing Works** so that they will conform to the road, lot and building block pattern of the draft plan of subdivision;
- (i) Permit, at all times, access to the **Lands** by the **Municipality**, its employees, agents and designates to inspect and otherwise observe the progress of construction, and if necessary, to effect emergency repairs to take remedial action;
- (j) Maintain all access roads in good repair;
- (k) Not interfere with or obstruct the use of sidewalks and roadways outside the limits of the **Lands** without the consent of the **Municipality**;
- (l) Maintain an unobstructed emergency route at all times with a minimum width of six (6) metres constructed of granular and with sufficient compaction to provide access for all emergency vehicles;
- (m) Be responsible for any damage caused to any existing utility, road, street, structure or plan;
- (n) Ensure that there are no hazardous conditions on the **Lands**;
- (o) Dispose of all construction refuse and debris in an orderly and sanitary fashion off the **Lands**;
- (p) Not engage in any blasting operations without the consent of the **Municipality** and providing appropriate insurance coverage for such operations;
- (q) Maintain **the Pre-Servicing Works** after construction is completed until a **Subdivision Agreement** is executed with the **Municipality**;
- (r) Provide written notice of any change in relation to **the Pre-Servicing Works**;

- (s) Not change either its Consulting Engineer or any Contractor for the Pre-Servicing Works without having provided reasonable notice to the **Municipality** and having obtained the consent of the **Municipality**, which consent will not unreasonably withheld; and
- (t) Cease construction immediately upon receipt of written direction from the **Municipality** which direction to cease construction shall be issued at the sole discretion of the **Municipality** acting reasonably, and return the **Lands** to a safe and tidy condition with free drainage, prior to demobilizing.

The obligations of the **Developer** set out herein shall be performed at all times to the satisfaction of the **Municipality**.

6. **COMPLETION OF WORKS**

The **Pre-Servicing Works** shall be installed expeditiously and continuously. In the event that the **Developer** fails to complete the **Pre-Servicing Works**, or a portion of them, as required, or to complete any of the other requirements under this Agreement within twelve (12) months from the date of execution, any permission provided herein shall expire and the **Municipality** shall be entitled to take such steps as it considers necessary to rectify any deficiency, or to return the **Lands** to a safe and tidy condition at the **Developer's** expense.

7. **SECURITY**

Prior to commencing construction of the **Pre-Servicing Works**, the **Developer** shall deposit with the **Municipality** cash or an irrevocable standby letter of credit from a Schedule 1, Canadian Chartered Bank issued in accordance with the policy of the **Municipality** respecting letters of credit in the amount of \$ **2,550,406.21** (two-million five-hundred and fifty thousand four hundred and six dollars and twenty-one cents) to cover the faithful performance of all of the obligations arising under this Agreement. This amount has been calculated as the total required to cover the securities for both the internal and any external works. The internal works have been calculated as ten percent (10%) of the construction cost for all works plus fifteen percent (15%) Contingencies and Engineering, and rounded up to the next thousand dollar figure. Any external works have been secured at one hundred percent (100%) of cost, plus fifteen percent (15%) Contingencies and Engineering, and rounded up to the next thousand dollar figure. This letter of credit will be in addition to any letter of credit already provided under previous Agreements. The **Developer** acknowledges that there will be no reductions permitted in the security lodged under this Agreement and there will be a requirement for further security at such time as the **Subdivision Agreement** is entered into.

8. **USE OF SECURITY**

If, under the terms of this Agreement, the **Municipality** finds it necessary to draw on any of the securities posted, or the **Developer** fails to renew any securities or provide additional ones where required, then the **Municipality** shall have the right to treat the **Developer** as being in breach of this Agreement and, in addition to any other rights under this Agreement, the **Municipality** shall be entitled to prohibit any further Pre-Servicing Works being carried out on the **Lands** until the securities have been restored, renewed or increased as required. Further, the **Developer** acknowledges that irrespective of the manner in which the amount of the security was calculated, the cash or letter of credit has been lodged to secure all obligations of the **Developer** and the security may be used to complete any aspect of the **Pre-Servicing Works** to the exclusion of any other aspect thereof, to return the **Lands** to their pre-construction state if deemed appropriate, or to fulfill any other obligation under this Agreement, irrespective of the manner in which the original value was calculated or the obligation described.

9. **INSURANCE**

The **Developer** shall insure in respect of liability all property damage and personal injury or claims for such damage or injury with an insurance company satisfactory to the **Municipality**. Such policy or policies shall be issued in the joint name of the **Developer** and the **Municipality**, or have the **Municipality** as an additional named insured, with the form and content to be subject to the approval of the **Municipality**. A copy of the policy shall be lodged with the **Municipality** and have minimum limits of five million dollars (\$5,000,000.00) all inclusive of any one accident or occurrence. The policy shall be in

effect for the period of this Agreement including any maintenance periods that will be required for **the Pre-Servicing Works** installed.

10. **DEVELOPER'S DEFAULT**

In the event that the **Developer** fails to properly install services, correct deficient work, or complete any part of **the Pre-Servicing Works**, then the **Municipality** may give notice to the **Developer** of any such deficiency or failure. In the event the **Developer** fails, within seven (7) days of such notice, to rectify the deficiency to the satisfaction of the **Municipality**, then the **Municipality** will be entitled to enter the **Lands** and correct the problem, or conduct any other remedial work, as it sees fit at the expense of the **Developer**. In the event of an emergency, the **Municipality** will be entitled to enter the **Lands** forthwith without notice to the **Developer** in order to secure the site and rectify the emergency situation, at the expense of the **Developer**. In the event the **Developer** fails to pay any costs or expenses without thirty (30) days of notice from the **Municipality**, then the **Municipality** will be entitled to realize upon the securities lodged in addition to any other rights or remedies the **Municipality** may have, including the right to add the costs or expenses to the tax roll of the **Lands** pursuant to the provisions of the *Municipal Act* whereupon such amount shall be conclusively deemed to be tax arrears and may be collected in the same manner as tax arrears. The **Developer** shall be responsible for any and all costs for enforcement of this Agreement for rectification of deficient work, including legal costs. Any costs or expenses incurred by the **Municipality** will constitute a lien against the **Lands**. Any entry onto the **Lands** by the **Municipality** to enforce its rights or to rectify deficient work will be as agent of the **Developer** only and shall not be construed as acceptance or assumption of any of **the Pre-Servicing Works** by the **Municipality**.

11. **SITE ALTERATION PERMIT**

To the extent that the **Lands** require the import or export of fill and/or topsoil, the Development will be required to obtain the approval of the **Municipality** for the source site of imported fill, the destination site for exported fill, the quality of the fill material being imported or exported, and the haul route. Further, to the extent materials are used from the development **Lands**, the **Developer** will provide in the Grading Plans details sufficient to satisfy the **Municipality** that the **Lands** will be left in a safe, tidy and free draining condition.

12. **GRADE SURFACE**

The **Developer** shall ensure that the grade surface is protected by sod, turf, seeding for grass, greenery, or other means, either singly or in combination, to the satisfaction of the **Municipality**. All disturbed areas outside of the limits of the Subdivision shall be stabilized within seven (7) days of the completion of the grading process in that area. No disturbed area shall be exposed for more than thirty (30) days without proper stabilization, and within seven (7) days of written notice by the **Municipality**, the **Developer** shall undertake to stabilize all disturbed areas in the manner noted above. If the **Developer** fails to undertake the above-noted works within the time allotted, the **Municipality**, at the **Developer's** expense, may do the work. The **Developer** shall reimburse the **Municipality** within thirty (30) days of demand and if payment is not made, the **Municipality** may recover the costs as outlined in this Agreement.

13. **SUBDIVISION AGREEMENT**

The purpose of this Agreement is to allow the **Developer** to commence Pre-Servicing Works on the **Lands** as a preliminary step in the development of the Plan **Lands** prior to the registration of the **Subdivision Agreement** on the **Lands**. Notwithstanding, the **Developer** acknowledges that the **Municipality** will not approve the release of the **Lands** for the registration of a plan of subdivision, or for any phase thereof, until such time as the **Developer** has entered into a **Subdivision Agreement** which, in addition to other matters, will address all remaining conditions of the draft plan approval and the completing of **the Pre-Servicing Works**.

14. **INDEMNITY**

The **Developer** shall indemnify and save harmless the **Municipality** from all actions, causes of action, suits, claims, costs and demands whatsoever which may arise either directly or indirectly by reason of the **Developer** undertaking the construction of **the Pre-**

Servicing Works, or taking any other action or obligation which may be associated with this **Agreement** including any and all legal costs incurred by the **Municipality**. Further, the **Municipality** may, but is not required to, use any securities posted under this **Agreement** in order to satisfy, pay, discharge, vacate or release any lien, charge or claims arising from any obligation under this **Agreement** including indemnification for all costs incurred by the **Municipality**, including any and all of its legal costs. Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all engineering and planning costs, disbursements and related expenses as a result of the services required to be performed for the **Municipality** in connection with this **Agreement**, the **Lands**, the pre-servicing of the **Lands**, or the Plan or any other matter or thing in connection herewith or pertaining thereto;
- (b) all legal fees and disbursements as a result of legal services rendered to the **Municipality** in connection with this **Agreement**, the **Lands**, the 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 **Municipality** 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.

15. **REGISTRATION**

The parties agree that this **Agreement** shall be registered against the title of the **Lands** at the option of the **Municipality** and at the **Developer's** expense. Upon registration, this **Agreement** shall be deemed to run with the **Lands**.

16. **MORTGAGE**

The **Developer** warrants that any Mortgagee/Chargee or any other encumbrancer has consented to this **Agreement** being registered in priority and shall obtain and register such Postponement or Interest as is required by the **Municipality** to give effect to the priority of assigning, or transferring the mortgage/charge on the subject **Lands**, or any interest thereunder, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this **Agreement**.

17. **NOTICE**

Any notice required to be given to the **Developer** pursuant to this **Agreement** may be given by delivering same directly to the **Developer**, the engineer or solicitor, or in the alternative, may be given by registered mail, facsimile transmission and/or e-mail, addressed to the **Developer**, its engineer or solicitor at the principal place of business for the **Developer**, its engineer or solicitor, as the case may be, with such notice being deemed to have been received on the date of the delivery, or in the event of being sent by registered mail, on the fifth (5th) day after the date of the deposit thereof in the post office or in the further event of facsimile transmission or e-mail, on the same day if before 4:00 p.m. on a business day, otherwise, on the first business day after the transmission or such facsimile or e-mail. Unless otherwise advised, the address for the **Developer** will be deemed to be: Losani Homes (Paris) Ltd., 430 McNeilly Road, Suite 203, Stoney Creek, Ontario L8E 5E3, Attn: William Liske and Myles Smith. Any notice required to be given to the **Municipality** will be given c/o The Clerk, The Corporation of the County of Brant, 26 Park Ave, Burford, ON N0E 1A0 Fax No.: (519) 449-2454, E-mail: heather.boyd@brant.ca

18. **INTERPRETATION OF AGREEMENT**

The following rules of interpretation apply to this **Agreement** and the Schedules attached:

- (a) Words and terms not defined shall have the customary meanings.

- (b) The part numbers and headings, sub-headings and section, sub-section, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (c) The word “**Developer**” includes an individual, an association, a partnership, or a corporation and similarly, wherever the context requires, the singular shall be construed as including the plural, and the masculine gender, the feminine or neuter genders.
 - (d) This **Agreement** shall be construed with all changes in number and gender as may be required by the context;
 - (e) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto;
 - (f) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants;
 - (g) Whenever a statement or provision in this **Agreement** is followed by words denoting inclusion or example and then a list or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference;
 - (h) Nothing in this **Agreement** shall relieve the **Developer** from compliance with all applicable Municipal By-Laws and Regulations, or the laws and regulations established by any other governmental body or authority which may have jurisdiction over the **Lands** and the development of same; and
19. The parties agree that all covenants and conditions contained in this **Agreement** shall be severable and if any of the provisions of this **Agreement** or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this **Agreement** or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

20. **WAIVER AND TIME**

The failure of the **Municipality** at any time to require performance by the **Developer** of any obligation under this **Agreement** shall in no way affect the **Municipality's** right to enforce such obligation, nor shall the waiver by the **Municipality** of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The **Municipality** shall at all times specifically retain its rights at law to enforce this **Agreement**.

Time shall be of the essence of this **Agreement**. Any time limit specified may be extended on the consent of the parties, but no such extension of time will operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this **Agreement** notwithstanding any extension of any time limit.

21. **AGREEMENT BINDING**

This **Agreement** shall be governed by the laws of the Province of Ontario and be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the Corporate Parties have hereunto affixed their corporate seals or asserted binding authority as attested by their proper signing officers in that behalf, and the individuals have hereunto set their hands as witnessed.

**THE CORPORATION OF THE
COUNTY OF BRANT**

Per: _____
Mayor: David Bailey

Per: _____
Clerk: Heather Boyd

We have authority to bind the corporation

LOSANI HOMES (PARIS) LTD.

Per: _____
Name: William Liske

Title: Vice-President and General
Counsel

I have the authority to bind the corporation

SCHEDULE "A"

DESCRIPTION OF LANDS

The subject **Lands** affected by this **Agreement** are composed of:

PIN 32053-0844

Part of Lot 11, Concession 1; County of Brant;

PIN 32053-0845

Part of Lots 11 and 12, Concession 1, Part 1, Plan 2R-8225; County of Brant;

PIN 32053-0846

Part of Lot 11, Concession 1, Brantford, designated as Parts 1, 2 and 3, 2R-8226; S/T easement over Parts 2, 7 and 10, 2R-7453 as set out in TB37742 and amended by BC161333; subject to an easement in gross over Part 4, 2R-8271 as in BC346114; County of Brant

PIN 32053-0807

Block 80, Plan 2M-1941; County of Brant; and

PIN 32053-0833

Reserve Block 106, Plan 2M-1941; County of Brant.

SCHEDULE "B"

to the

SUBDIVISION (PRE-SERVICING AGREEMENT)

MILE HILL (PHASE 2)

dated January 28th, 2020

BETWEEN

LOSANI HOMES (PARIS) LTD.

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF BRANT

OF THE SECOND PART

List of Engineering and Other Service Drawings and Reports

For the purpose of this Pre-Servicing Agreement the Drawings shall constitute the following items:

Drawing	Rev.	Title Rev.	Date
Dwg GEN-1	Revision 3	General Notes & Details Plan	Dated 11/19
Dwg STD-1	Revision 3	Standard Details Plan	Dated 11/19
Dwg STD-2	Revision 3	Standard Details Plan	Dated 11/19
Dwg STD-3	Revision 3	Standard Details Plan	Dated 11/19
Dwg REMOVALS	Revision 3	Existing Conditions and Removals Plan	Dated 11/19
Dwg GPS-1	Revision 3	General Plan of Services	Dated 11/19
Dwg GPS-2	Revision 3	General Plan of Services	Dated 11/19
Dwg GPS-3	Revision 3	General Plan of Services	Dated 11/19
Dwg GPS-4	Revision 3	General Plan of Services	Dated 11/19
Dwg LORNE-1	Revision 3	Lorne Card Dr. Plan & Profile	Dated 11/19
Dwg LORNE-2	Revision 3	Lorne Card Dr. Plan & Profile	Dated 11/19
Dwg TOM-1	Revision 3	Tom Brown Dr. Plan & Profile	Dated 11/19
Dwg TOM-2	Revision 3	Tom Brown Dr. Plan & Profile	Dated 11/19
Dwg LYDIA-1	Revision 3	Lydia Lane Plan & Profile	Dated 11/19
Dwg LYDIA-2	Revision 3	Lydia Lane Plan & Profile	Dated 11/19
Dwg BAKER	Revision 3	Baker Lane Plan & Profile	Dated 11/19

Dwg MCGOV	Revision 3	McGovern Lane Plan & Profile	Dated 11/19
Dwg GRAD-1	Revision 3	Lot Grading Notes & Details Plan	Dated 11/19
Dwg GRAD-2	Revision 3	Lot Grading Notes & Details Plan	Dated 11/19
Dwg GRAD-3	Revision 3	Lot Grading Notes & Details Plan	Dated 11/19
Dwg GRAD-4	Revision 3	Lot Grading Notes & Details Plan	Dated 11/19
Dwg GRAD-5	Revision 3	Lot Grading Notes & Details Plan	Dated 11/19
Dwg GRAD-6	Revision 3	Intersection Grading Detail Plan	Dated 11/19
Dwg GRAD-7	Revision 3	Intersection Grading Detail Plan	Dated 11/19
Dwg STMDAP	Revision 3	Storm Drainage Area Plan	Dated 11/19
Dwg STMDAP	Revision 3	Post-Development Catchment Area Plan	Dated 11/19
Dwg SANDAP	Revision 3	Sanitary Drainage Area Plan	Dated 11/19
Dwg WDP	Revision 3	Water Distribution Plan	Dated 11/19
Dwg INFIL	Revision 3	Stormwater Infiltration Pit Location Plan	Dated 11/19
Dwg PARKING	Revision 3	Parking Plan	Dated 11/19
Dwg ESC	Revision 3	Sediment & Erosion Control Plan	Dated 11/19

The drawings can be viewed at the County of Brant office located at 66 Grand River Street North, Paris ON N3L 2M2.