



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3536-2021**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN CONTROL AGREEMENT**

WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to enter into a Site Plan Control Agreement with Rob Thompson Developments Ltd. respecting the development of a property described as:


PT LT 5 CON 1 AUGUSTA AND PT LT V PL 19 PRESCOTT AS
IN PR216846 EXCEPT PT 7 15R6681; T/W & S/T PR216846;
S/T AG13427; AUGUSTA/PRESCOTT
Township of Augusta, United Counties of Leeds and Grenville
Roll No. 070600001000600

AND WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P.13, as amended, to the Council of the Corporation of the Township of Augusta to enter into such an agreement.

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows:

1. THAT the Mayor and the Clerk are hereby authorized to execute an agreement with Rob Thompson Developments Ltd.
2. THAT Appendix A shall form part of this By-law.
3. THAT this By-law shall come into force and effect upon the date of the final passing thereof.

Read a first, second, and third time and finally passed this 27th day of September, 2021.


MAYOR


CLERK

Appendix A By-law 3536-2021

SITE PLAN CONTROL AGREEMENT

**The Corporation of the
Township of Augusta**

and

Rob Thompson Developments Ltd.

November 24, 2021

^{DS}
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THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN:

Rob Thompson Developments Ltd.
hereinafter called the "OWNER"
of the first part

AND:

The Corporation of the Township of Augusta
hereinafter called the "TOWNSHIP"
of the second part

WHEREAS the Council of the Corporation of the Township of Augusta has approved the application for site plan control submitted by Rob Thompson Developments Ltd.;

AND WHEREAS the Owner has represented to the Township that the lands described as in Schedule "A" and located in Part of Lot 5, Concession 1, in the Township of Augusta (the "Land"), are owned by the Owner;

AND WHEREAS the described lands are zoned [Village Residential – Special Exception (RV-X2)] under the Township's Zoning By-law 2965, as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of other valuable considerations and the sum of two dollar (\$2.00) of lawful money of Canada, now paid by the Township to the Owner (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the Township as follows:

1.0 SCHEDULES

The following are the schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" – Legal Description of the Land to which this Agreement Applies

Schedule "B" – Plans and Reports

Schedule "C" – Conditions

Schedule "D" – Town of Prescott By-law No. 46-2020, Being a by-law to authorize a Water and Wastewater Servicing Agreement between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta for the property located at 1686 County Road 2, Township of Augusta; includes Appendix A – Water and Wastewater Servicing Agreement, as amended September 13, 2021

Schedule "E" – Financing Agreement Between the Owner and the Township

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2.0 CONFORMITY WITH SCHEDULES

The Owner agrees to construct the proposed development in substantial conformity in all respects with the Schedules hereto which form part of this Agreement. No buildings or works shall be erected on the lands other than those erected in substantial conformity with the said Schedules. It is understood and agreed that written approval of the Township, in a form determined solely by the Township is required prior to any departure from the specifications of the said Schedules being undertaken.

3.0 COMMENCEMENT OF DEVELOPMENT

The Owner covenants that it shall:

- a) At the Owner's sole expense, register this agreement on title against the Land;
- b) Obtain all necessary permits and authorizations.

4.0 SITE DEVELOPMENT

- a) The location of the buildings and the location of other facilities such as access lanes, fencing and drainage works shall conform to the Plans attached in Schedule "B" to this Agreement, provided always that minor changes to such plans may be made by the Owner with the consent of the Township.
- b) Should there be future development to the north or the west of the subject property (the "Recipient Lands"), the Owner shall grant access to the water and sewer on the Owner's property for future expansion to such use and development with no remuneration required to the Owner. The Township shall require the owner(s) of the Recipient Lands to provide at least Thirty (30) days written notice to the Owner of the subject property in advance of such access for future water and sewer use and expansion. Such notice will provide an appropriate date of any disruption of water or sewer to the subject property. The Township shall further require the owner(s) of the Recipient Lands to provide at least Two (2) business days' notice to the Owner indicating specific dates of anticipated disruption to the water and sewer services of the subject property. The Township shall require any disruption to the landscape and any improvements, such as, but not limited to, the roadway of the subject property relating to the use and development of the Recipient Lands to be reinstated by the owner(s) and/or developer(s) of the Recipient Lands at no cost to the Owner.
- c) The Owner agrees to allow access to the Town of Prescott or its assignees and the Township of Augusta or its assignees for any maintenance and repair of the water and sewer services. The Township will make reasonable efforts to provide Two (2) business days' notice to the Owner of any disruptions by the Township or its assignees to the water and sewer services of the subject property.

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5.0 CERTIFICATE OF COMPLIANCE

Upon the substantial completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to obtain a Certificate of Compliance from the Township confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

6.0 CERTIFICATE OF INSURANCE

The Owner shall forward to the Township, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance.

7.0 DEFAULT AND FINANCIAL SECURITY FOR WORKS

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action, as deemed appropriate by the Township, to enforce compliance. After having provided the Owner with at least Ten (10) business days' notice in writing by registered mail, the Township may at any time authorize the use of the whole or any part of the amount of the financial security in the amount of Two Hundred Seventy-Seven Thousand, Five Hundred & Eight 64/100 (\$277,508.64), to be provided as cash, performance bond, bank letter of credit, or Charge/Mortgage of Land registered against the subject property, to pay the cost of any work that the Township's Engineer deems necessary to rectify default by the Owner or its assignees, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance:

- a) The financial security includes Fifty-Seven Thousand, Five Hundred & Eight 64/100 (\$57,508.64) for Off-Site Works, and Two Hundred Twenty Thousand (\$220,000.00) for On-Site Works related to water and sewer connections for the subject lands, to be registered as a Charge/Mortgage against the subject property in accordance with the Financing Agreement attached in Schedule "E" annexed hereto. The Township may progressively decrease the financial security as the improvements are progressively completed to the satisfaction of the Township's Engineer. Upon the Owner requesting that any or all of the financial security be discharged from the subject property, the Owner undertakes to replace the balance of the financial security at the discharge date by cash, performance bond, bank letter of credit, or other means deemed satisfactory to the Township's Treasurer, if applicable. This new form of financial security may also be decreased as provided for in this paragraph until no financial security is required at which time the Township shall provide a Discharge of the Mortgage or return such other security as provided by the Owner.
- b) Upon use of any amount of the financial security by the Township, the Owner agrees to replenish the full balance within thirty (30) days.

- c) **In the event of a default by the Owner or its successors or assignees in the provision and maintenance of any matters and things required to be done by it pursuant to this Agreement, including warranty items, the Township may, at the expense of the Owner, enter upon the Owner's Land and do any such matters and things as are in default. The Township may by Resolution authorize the use of any or all of the financial security deposited with the Township pursuant to this Agreement to pay for the cost to the Township of carrying out such matters and things. "Cost" and "expense of the Owner" in this clause shall be the actual cost incurred by the Township plus up to 15% of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of any financial security held by the Township pursuant to this Agreement shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township to the Owner and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of the Municipal Act.**

- d) **In the event of a default by the Owner or its successors, the balance of all outstanding municipal fees and charges associated with the connection of water and sewer utilities to the dwelling units may be attached to the property taxes as a Special Purpose Charge, in accordance with the Financing Agreement attached in Schedule "E" annexed hereto.**

- e) **The Owner agrees that the entry and performance of works or procedures by the Township as herein provided shall not constitute a trespass and the Township shall not be responsible for any damages caused in the performance of such work except such damages as may be directly caused by the negligence of the agents, contractors, servants or workmen of the Township.**

8.0 WORK AT OWNER'S RISK

The conditions, facilities and matters as shown in Schedule "B" annexed hereto shall be provided and maintained by the Owner at his sole risk and expense and to the satisfaction of the Township, and that in default thereof, the provisions of the *Planning Act* and *Municipal Act* shall apply.

9.0 FACILITIES AND WORK TO BE PROVIDED

The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, work or other matter illustrated on the schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. The Owner further agrees to engage qualified professionals, where required, to advise, to design and to carry out any of the work undertaken under the terms of this Agreement. Without in any way limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:

- a) **grade, alter in elevation and/or contour the Land, construct a storm sewer system and make sufficient outlet to adequately serve the Land and the development proposed thereon in accordance with the plans attached in Schedule "B" annexed hereto;**
- b) **landscape, plant, and maintain all of the Land to be developed hereunder not required for building, parking, roads, walkways, or patios so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the Site Plan as approved by the Township as illustrated in Schedule "B" annexed hereto.**

10.0 COMPLIANCE WITH OTHER REGULATIONS

Nothing in this Agreement shall exempt the Owner from complying with the requirements of any valid, current and relevant by-law and legislation affecting the Land, or from applying for and obtaining any permit, license, permission, authority or approval required by the Township or by any other restrictions lawfully imposed by an authority having jurisdiction to make such restrictions.

11.0 SUCCESSORS AND ASSIGNS

The covenants, agreements and conditions herein contained on the part of the Owner shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

12.0 INDEMNIFICATION

The Owner shall indemnify the Township and each of its officers, servants and agents from all loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply nor non-supply of materials therefore, whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants, or agents, or whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractor, officers, servants or agents, or the Township, its officers, servants or agents.

13.0 NOTICE

Any notice required or desired to be given herein under shall be delivered in person or sent as private and confidential, by facsimile or prepaid registered mail addressed as follows:

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- a) **To the Township at:
3560 County Road 26,
R.R. #2
Prescott, ON K0E 1T0
Attention: Clerk**

- b) **To Rob Thompson Developments Ltd. at:
205 Churchill Road West
P.O. Box 1030
Prescott Ontario K0E 1T0**

or at any such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received five (5) business days after the posting thereof.

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IN WITNESS WHEREOF the Owner has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper officers in that behalf.

11/29/2021 | 1:49 PM EST

DATED AT THE TOWNSHIP OF AUGUSTA this _____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED)

ROB THOMPSON DEVELOPMENTS LTD.

in the presence of)

DocuSigned by:
Robert Thompson
374B965909C042C

Rob Thompson, President

(I have authority to bind the Corporation)

IN WITNESS WHEREOF the Corporation of the Township of Augusta has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT THE TOWNSHIP OF AUGUSTA this 30 day of November, 2021.

SIGNED, SEALED AND DELIVERED)

THE CORPORATION OF THE
TOWNSHIP OF AUGUSTA

in the presence of)

Per:

Doug Malala
Mayor

Per:

Arnette Lee
Clerk

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SCHEDULE "A"

Legal Description of the Land to which this Agreement Applies

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Augusta and BEING COMPOSED of:

PT LT 5 CON 1 AUGUSTA AND PT LT V PL 19 PRESCOTT AS
IN PR216846 EXCEPT PT 7 15R6681; T/W & S/T PR216846;
S/T AG13427; AUGUSTA/PRESCOTT
Township of Augusta, United Counties of Leeds and Grenville
Roll No. 070600001000600

A rectangular box with a rounded top-left corner, containing the initials "RT" in a handwritten style. The letters "DS" are printed in a small font at the top right of the box.

SCHEDULE "B"

Plans and Reports

The Site Plan approval is comprised of the following plans and reports, which may be amended from time to time, as approved by the Township.

Plans:

1. Site Plan, Project Number 117106, Drawing Number C-100, prepared by IBI Group, Revision 5, dated August 19, 2021.
2. Site Servicing Plan, Project Number 117106, Drawing Number C-200, prepared by IBI Group, Revision 5, dated August 19, 2021.
3. Grading Plan, Project Number 117106, Drawing Number C-300, prepared by IBI Group, Revision 5, dated August 19, 2021.
4. Details Plan, Project Number 117106, Drawing Number C-400, prepared by IBI Group, Revision 4, dated February 12, 2021.
5. Sediment & Erosion and Removals Plan, Project Number 117106, Drawing Number C-500, prepared by IBI Group, Revision 1, dated August 22, 2019.
6. Registered Plan of Survey of Part of Lot 5, Concession 1, Township of Augusta, County of Grenville, prepared by Annis, O'Sullivan, Vollebakk Ltd., Plan 15R-12146, Job Number 2021-15-027, deposited May 3, 2021.

Reports:

7. Servicing and Stormwater Management Report, Augusta Landing, 1686 King Street West, Township of Augusta, prepared by IBI Group, Version 3, dated November 10, 2020.

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SCHEDULE "C"

Conditions

Standard Conditions

1. The Owner shall obtain such permits as may be required from Municipal or Counties authorities and shall file copies thereof with the Township.
2. The Owner agrees that the site shall be developed in accordance with the approved plans.
3. The Owner shall reinstate at its expense, to the satisfaction of the Township, any property of the Township, including, but not limited to roads, entrances, sidewalks and curbs, boulevards, that are damaged as a result of the subject development.
4. The Owner acknowledges and agrees to provide the Township, upon completion of all works, certification that all works have been completed in conformity with the approved plans.
5. The Owner agrees to comply with any and all requirements of the relevant utility companies.

Special Conditions

6. The Owner shall satisfy the Ministry of Environment, Conservation and Parks with respect to the Provincial Environmental Compliance Approval (ECA) application process.
7. The Owner shall address stormwater management and source water protection recommendations to the satisfaction of South Nation Conservation and the Township.
8. The Owner shall address road widening, entrance permit, and water discharge/stormwater management considerations to the satisfaction of the United Counties of Leeds and Grenville.
9. The Owner shall provide a streetlight and stop sign at the intersection of the driveway and County Road 2, to the satisfaction of the United Counties of Leeds and Grenville and the Township.
10. The Owner shall ensure that appropriately sized backup generators are installed and maintained by the Owner for any sewage-related pumping mechanisms.
11. The Owner shall be responsible for ongoing monitoring and maintenance of the sediment and erosion control system by qualified companies.
12. The Owner shall provide adequate pedestrian pathway lighting for residents up to the Town of Prescott sidewalk connection.
13. The Owner agrees to pay the full cost of connecting water and sewer utilities to the Township pursuant to Town of Prescott By-law 12-2014 as amended, Being a By-law to establish water and sewer unit calculations and associated fees and charges in the Town of Prescott, in addition to any associated fees and charges owing to the Township in accordance with the Financing Agreement in Schedule "E" annexed hereto. In the event that the Owner and the Town of Prescott reach a separate agreement to install a water loop within the property, any additional costs related to that agreement will be considered separate from this clause.

SCHEDULE "D"

Town of Prescott By-law No. 46-2020, Being a By-law to authorize a Water and Wastewater Servicing Agreement between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta for the property located at 1686 County Road 2, Township of Augusta; includes Appendix A as amended September 13, 2021

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**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 46-2020

**A BY-LAW TO AUTHORIZE A WATER AND WASTEWATER SERVICING
AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PRESCOTT AND
THE CORPORATION OF THE TOWNSHIP OF AUGUSTA FOR THE PROPERTY
LOCATED AT 1686 COUNTY ROAD 2, TOWNSHIP OF AUGUSTA**

**Being a by-law to authorize a Water and Wastewater Servicing Agreement between
the Corporation of the Town of Prescott and the Corporation of the Township of
Augusta for the property located at 1686 County Road 2, Township of Augusta**

WHEREAS the *Municipal Act, S.O. 2001, Chapter 25, Section 20(1)* authorizes a municipality to enter into an agreement with one or more municipalities or local bodies; and

WHEREAS Prescott and the Corporation of the Township of Edwardsburgh Cardinal are parties to the "Prescott Sewage Treatment Plant Joint Board of Management Agreement" dated March 31, 2014 (hereinafter the "Joint Board Agreement"); and

WHEREAS the Joint Board Agreement authorizes Prescott to sell a portion of its wastewater flow capacity to another municipality provided that Prescott satisfy the Joint Board that the sale of capacity is within Prescott's existing flow allocation; and

WHEREAS the Joint Board Agreement further provides that any new municipality must first agree to be bound by all the terms and conditions of the Joint Board Agreement; and

WHEREAS Prescott has the capacity to sell wastewater treatment flow to Augusta, and Augusta has agreed to be bound by the terms of the Joint Board Agreement; and

WHEREAS Prescott's water distribution system has the capacity to service lands in Augusta as set out herein; and

WHEREAS Prescott is prepared to make capacity in the Services available to Augusta, and Augusta wishes to accept this offer; and

WHEREAS the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services to properties located in Augusta by Prescott.

NOW THEREFORE the Council of the Corporation of the Town of Prescott enacts as follows:

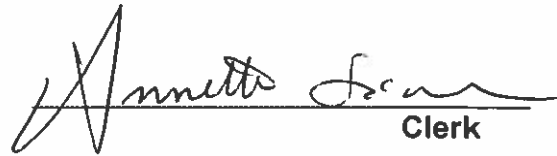
1. That a Water and Wastewater Servicing Agreement between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta be executed for the property located at 1686 County Road 2, Township of Augusta, attached as Appendix "A" hereto.

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2. That the Mayor and CAO are hereby authorized to execute the said Agreement.
3. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are hereby rescinded.
4. That this by-law shall come into force and take effect upon being passed by Council.

READ AND PASSED, SIGNED AND SEALED THE 2nd DAY OF NOVEMBER, 2020.

Mayor


Clerk

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APPENDIX A – By-Law 46-2020

SERVICING AGREEMENT

THIS AGREEMENT dated this 27th day of OCT, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF PRESCOTT
(Hereinafter called "Prescott")

OF THE FIRST PART

- a n d -

THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
(Hereinafter called "Augusta")

OF THE SECOND PART

WHEREAS Prescott operates water and wastewater public utilities (the "Services") within its geographic boundaries;

WHEREAS Section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Prescott and the Corporation of the Township of Edwardsburgh Cardinal are parties to the "Prescott Sewage Treatment Plant Joint Board of Management Agreement" dated March 31, 2014 (hereinafter the "Joint Board Agreement");

AND WHEREAS the Joint Board Agreement authorizes Prescott to sell a portion of its wastewater flow capacity to another municipality provided that Prescott satisfy the Joint Board that the sale of capacity is within Prescott's existing flow allocation;

AND WHEREAS the Joint Board Agreement further provides that any new municipality must first agree to be bound by all the terms and conditions of the Joint Board Agreement;

AND WHEREAS Prescott has the capacity to sell wastewater treatment flow to Augusta, and Augusta has agreed to be bound by the terms of the Joint Board Agreement;

AND WHEREAS Prescott's water distribution system has the capacity to service lands in Augusta as set out herein;

AND WHEREAS Prescott is prepared to make capacity in the Services available to Augusta and Augusta wishes to accept this offer;

AND WHEREAS the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services to properties located in Augusta by Prescott;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein and the sum of two dollars (\$2.00) paid by each of the parties hereto to the other party hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

GENERAL TERMS OF SERVICING

1. A water and waste water "Service Area" is hereby established on lands identified as the "Augusta Landings" lands on the Site Plan attached hereto as Schedule "A" to this Agreement, on lands described legally as Part of Lot 5, Concession 1,

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APPENDIX A – By-Law 46-2020

Township of Augusta, County of Grenville and Part of Lot V, Registered Plan No. 19. Town of Prescott, County of Grenville.

- 2. Prescott agrees to permit the extension of its water main and wastewater line located within Henry Street to provide water and wastewater services (the "Services"), from the existing points of termination, to service the Service Area. Augusta agrees that there shall be no extension of the Services beyond the established Service Area. Without limiting the generality of the foregoing, no additional connections or capacity shall be made to the Services without Prescott's prior written consent, which consent may be withheld in its sole discretion.
- 3. The provision of Services to the Service Area shall not be construed to mean that Prescott will support and "or provide these or other municipal services to any other lands that are not subject to a municipal servicing agreement approved by Prescott, now or in the future.
- 4. Prescott and Augusta agree that the water and wastewater capacity shall not exceed the capacity allocation to service a total of twenty (20) dwelling units, ~~and a community building.~~

Handwritten signatures:
 [Signature 1] '12/12
 [Signature 2] WSA

WATER SERVICING

- 5. The parties agree that the municipal water services extended from Prescott to the Service Area pursuant to this Agreement shall only be used to service the Service Area. Without limiting the generality of the foregoing, no additional connections or capacity shall be made to the Services without Prescott's prior written consent, which may be withheld in its sole discretion.
- 6. Augusta shall ensure that all units within the Service Area have an installed water meter supplied by Prescott.
- 7. Prescott shall be responsible for the maintenance, repairs and replacement of the municipal water services, pursuant to this Agreement, on public lands or easements within both Prescott and Augusta, and Augusta hereby grants to Prescott the irrevocable right in the nature of an easement to enter on, over, into and under such lands for such purposes.
- 8. Prescott may, at Prescott's expense, conduct periodic watermain leak detection on the water service infrastructure pursuant to this Agreement, within Augusta's boundaries. If the leak detection levels are of concern to Prescott, Prescott may, but shall not be obligated to, initiate a watermain repair program, at Prescott's expense, for the water services located on public lands within Augusta and water services located within easements in favour of Augusta, and August shall authorize such entry and works by Prescott on request. Any dispute between the parties as to the leak detection levels and/or the necessity to undertake a watermain repair program shall be resolved by an independent third party consulting engineer collectively retained and mutually agreed upon and paid for by the parties, and the decision of the third party consulting engineer shall be binding on the parties.
- 9. The parties agree that there shall be no private wells allowed to be cross-connected with the municipal water services system or to discharge to the municipal sanitary services without the prior written approval of both Prescott and Augusta.
- 10. The parties agree that water services under this Agreement shall be designed to prevent the backflow of non-potable or contaminated water into the municipal water services.

SANITARY SEWER SERVICING

- 11. The parties agree that the municipal sanitary sewer portion of the Services extended from Prescott to the Service Area pursuant to this Agreement shall

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APPENDIX A – By-Law 46-2020

only be used to service the Service Area within the volumes allocated to twenty (20) dwelling units and a community building unless otherwise permitted by Prescott in writing. Without limiting the generality of the foregoing, no additional connections or capacity shall be made to the Services without Prescott's prior written consent, which may be withheld in its sole discretion.

12. Prescott shall be responsible for the maintenance, repairs and replacement of the sanitary sewer Services, pursuant to this agreement, on public lands or easements within both Prescott and Augusta, and Augusta hereby grants to Prescott the irrevocable right in the nature of an easement to enter on, over, into and under such lands for such purposes.
13. The sanitary sewage volumes shall be calculated using a monthly average with the assumption that the sanitary sewage flow will be equal to the potable water usage. Alternately, Augusta, at their expense, may have a suitable sanitary sewage flow measuring device installed and maintained at any individual sewer property, at Prescott's sole discretion.
14. The parties agree that sanitary sewer services under this Agreement shall be designed and installed to strictly prohibit the connection of foundation drains, roof leaders and any other surface or ground waters from entering the sanitary sewer services.

CONNECTION TO EXISTING SERVICES

15. The defined connection points for water services and wastewater services within Henry Street, located within Prescott, are identified on Schedule "A".
16. The extension of Services from the connection points to within the Service Area shall be carried out by the developer of the Service Area lands at its sole obligation and expense, and in accordance with all applicable laws, regulations and approvals, municipal, provincial or otherwise, and in accordance with Prescott's required specifications. Prescott shall provide such reasonable access to its property on Henry Street as necessary and upon agreement with Prescott, to permit the connection to and extension of Services. No works on Prescott lands to connect or extend the Services shall be undertaken without the prior approval of Prescott. Augusta shall ensure that all planning and other approvals, including but not limited to Site Plan Control, Condominium, and/or Plan of Subdivision, include an acknowledgement and requirement by the developer with respect to its obligations to Prescott in this regard.
17. Augusta shall provide to Prescott a Certificate from a Professional Engineer certifying that the Services within Prescott have been completed in accordance with plans and specifications approved by Prescott.

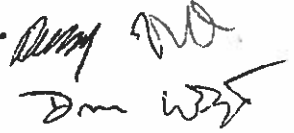
FINANCIAL

18. The Council of Prescott shall set the water service rates and the sewage service rates for users outside the boundaries of Prescott. The parties agree that the current rates for such services are set out on the attached Schedule "B". Prescott shall have the authority to amend the water service rates and/or the sewage service rates from time to time, without notice and in its sole discretion.
19. Prescott agrees to read and maintain the water meters and all related water supply and sewage collection facilities constructed to serve the Service Area.
20. Prescott shall collect from the owners and/or tenants of the units within the Service Area their proportionate share of the water service rates and the sewage service rates as set out in Prescott Bylaw 27-2019, as may be amended from time to time.
21. Augusta agrees to pay to Prescott a water and sanitary sewer capital charge (hereinafter "Charge") in accordance with the provisions of Prescott By-law 12-2014, as amended, and the "Municipal Charge Rate, Development Outside of

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APPENDIX A – By-Law 46-2020

Prescott Serviced by SPS 3 Drainage Area" figures within Schedule "A" attached thereto. Specifically, Augusta will pay to Prescott a Charge of \$10,178.65 multiplied by the water/sewer allocation of 0.85 per dwelling unit, plus an additional unit for the community building.

Handwritten signatures and initials in black ink, including what appears to be 'DM' and 'WJ'.

DEFAULT AND REMEDIES

22. If Augusta shall fail to perform any of its covenants or obligations under this Agreement, Prescott may from time to time at its discretion, after providing Augusta with fifteen (30) days written notice of noncompliance or less notice in the case of emergency or any other urgent matter, perform or cause to be performed any such covenants or obligations, or any part thereof, and for said purpose may do such things upon or in respect of the Service Area or in connection with this Agreement as Prescott may consider necessary. All expenses incurred by Prescott under this provision shall be forthwith paid by Augusta and if Augusta fails to pay the same, paragraph 27 herein shall apply. Nothing in this paragraph shall require Prescott to perform the covenants or obligations of Augusta under this Agreement.
23. If any payment by Augusta to Prescott remains unpaid for fifteen (15) days after any of the days on which it ought to have been paid, after a further ten (10) days' notice has been provided to Augusta of such default by Prescott, Prescott shall have the right at any time thereafter to implement the remedies set out in Section 27 by providing written notice to Augusta of Prescott's intention to exercise such remedies and such notice shall be effective forthwith. Nothing in this paragraph shall limit the right of Prescott to commence legal proceedings to recover any damages sustained by the failure of Augusta to comply with the terms, covenants and provisions of this Agreement.
25. If Augusta fails to comply with any term, covenant, provision or any other paragraph or portion of this agreement, other than a term, covenant or provision relating to payment, any such breach of any term, covenant or provision is not enforceable by termination unless Prescott serves on Augusta notice specifying the particular breach contained of, and if the breach is capable of remedy, requiring Augusta to remedy the breach within a reasonable time, and requiring Augusta to make reasonable compensation to the satisfaction of Prescott, acting reasonably. If Augusta fails to remedy the breach and deliver reasonable compensation to Prescott for the breach of any covenant, term or provision of this Agreement after the requisite notice has been delivered by Prescott, Prescott shall have the right to implement the remedies set out in Section 27 by providing written notice to Augusta of Prescott's intention to exercise such remedies. Such notice shall be effective forthwith. Nothing in this paragraph shall limit the right of Prescott to commence legal proceedings to recover any damages sustained by the failure of Augusta to comply with the terms, covenants and provisions of this Agreement.
26. In the event that a default is not cured within the time frame set out in the applicable section above, without in any way limiting Prescott's rights at law, Prescott shall be permitted to do the following:
 - (a) Prescott shall have the right to deny Augusta access to any utilization of further capacity that has not been used as of the date of default that would otherwise be available to Augusta under this Agreement;
 - (b) In accordance with the provisions of By-law 03-2006 which provides for cutting off on unpaid accounts) applicable to all consumers of water from Prescott, Prescott shall have the right but not the obligation to discontinue any supply of Services to the Service Area.
 - (c) Nothing in this paragraph shall limit the right of Prescott to commence legal proceedings to recover any damages sustained by the failure of Augusta to comply with the terms, covenants and provisions of this Agreement. For clarity, the remedies in this section shall be cumulative.

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APPENDIX A – By-Law 46-2020

27. The remedies above are intended to suspend but not terminate the rights of Augusta under this Agreement during any period when Augusta is in default of any term, covenant or provision of this Agreement. In the event that Augusta remedies such default and brings itself back into full compliance with the terms, covenants and provisions of this Agreement prior to the end of the term, or any renewal thereof, all rights and obligations under the terms, covenants and provisions of this Agreement shall be fully available to Augusta.

GENERAL

28. Augusta agrees that any wastewater connections resulting from this agreement shall be bound by the same provisions and is consistent with By-law 20-2010 of Prescott and may be amended or replaced from time to time.

29. Augusta shall indemnify and hold harmless Prescott from and against any and all actions, causes of action, suits, claims, demands and costs of any nature or kind whatsoever arising under or in way related to this Agreement or the Services, unless such costs are due solely to the negligence of Prescott

30. All disputes relating to this Agreement shall be resolved by arbitration in accordance with the following procedure:

(a) the party wishing to commence the arbitration process shall give written notice to the other party advising that it is exercising its right to submit the issue in dispute to arbitration by a single arbitrator (the "Arbitrator") and providing the names of three (3) potential Arbitrators who are acceptable to it;

(b) within ten (10) days of receipt by the other party of the notice referenced in subsection 31(a), the parties shall agree upon an Arbitrator, either one named in such notice or otherwise, failing which either party may seek the appointment of an Arbitrator by a judge of the Superior Court of Justice (Ontario);

(c) the arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1991 or its successor legislation as the case may be; and

(d) the Arbitrator's award shall be in writing, shall state the reasons for the award, may include an award of costs (including reasonable legal fees and disbursements and fees and expenses of the Arbitrator) and shall be binding on the parties.

31. In the event of an occurrence of an unauthorized connection or alteration to the Services, or the extension of water services and/or sanitary sewer services to any property not set out in Schedule "A" to this Agreement, Prescott shall have the authority to immediately terminate the provision of water services and/or sanitary sewer services to the Service Area.

32. This Agreement shall run for a term of ten (10) years from the date first written above at which time, subject to the terms hereof and unless either party provides notice in writing to the contrary at least one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years, provided that all terms, conditions and provisions of this Agreement have been complied with and the water and sewer services continue to have sufficient available capacity to allow Prescott to continue to offer the Services to Augusta.

Deleted
Revised
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33. The parties hereto agree that this Agreement may not be amended except with the mutual written consent of both parties.

34. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered by facsimile to the parties at the addresses as follows:

(a) To Prescott:

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APPENDIX A – By-Law 46-2020

The Corporation of the Township of Prescott
PO Box 360 Dibble Street West
Prescott, ON KOE 1T0
Attn: CAO

(b) To Augusta:

The Corporation of the Township of Augusta
3560 County Road 26
RR #2, Prescott, ON KOE 1T0
Attn: CAO

- 35. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
- 36. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may also be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes. Any party delivering this Agreement by facsimile or pdf, shall forthwith deliver originally executed copies to the other party hereto.

IN WITNESS WHEREOF this Agreement has been executed by the proper signing officers of the parties, who have been duly authorized in that regard.

THE CORPORATION OF THE TOWN OF
PRESCOTT

Brett Todd

By: Signed with CertSignO Cloud (2020/11/18)
Verify with CertSignO or Adobe Reader



Mayor **Matthew Armstrong**

Signed with CertSignO Cloud (2020/11/18)
Verify with CertSignO or Adobe Reader



CAO

THE CORPORATION OF THE
TOWNSHIP OF AUGUSTA

By:

Doug MacLellan
Mayor

Ray Morrison
CAO TREASURER

DS
RT

SCHEDULE "E"

Financing Agreement Between the Owner and the Township

The Township of Augusta ("the Township") and Rob Thompson Developments Ltd. ("the Owner") agree that:

- 1. In accordance with the Servicing Agreement signed between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta, the Township agrees to pay to the Town of Prescott a water and sewer capital charge of \$10,178.65 multiplied by the water/sewer allocation of 0.85 per dwelling unit. This amounts to a total capital charge of \$173,037.00 ($10,178.65 \times 0.85 \times 20$ units).**
- 2. The Owner will reimburse the Township for the fees by monthly payments in the amount of \$931.33, on the following terms:**
 - a. Amount: \$173,037 ($10,178.65 \times 0.85 \times 20$ Units)**
 - b. Amortization Period: 20 years**
 - c. Term: 5 years, non-renewable, non-transferrable, due and payable in 5 years.**
 - d. Interest Rate: 2.67% per annum, calculated semi-annually, not in advance, the Township's borrowing rate on date agreement signed.**
 - e. Interest Adjustment Date: December 1, 2021.**
 - f. First Payment Date: January 1, 2022.**
 - g. Ongoing Payments: To be made on the first day of each month following the First Payment Date.**
- 3. The Amortization Schedule for the loan is contained in Appendix C.**
- 4. An additional \$277,508.64 of financial security associated with development of the subject property shall be comprised of \$57,508.64 for Off-Site Works, described in Appendix D, and \$220,000.00 for On-Site Works related to water and sewer connections for the subject lands, described in Appendix E. The Township and the Owner agree that there shall be no interest payable on the \$277,508.64 financial security amount which shall be registered initially as a Charge/Mortgage against the subject property.**
- 5. All other Terms and Conditions relevant to the loan and the financial security are contained in the Draft Charge/Mortgage, attached hereto as Appendix A, and the Standard Charge Terms, attached hereto as Appendix B.**

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RT

IN WITNESS WHEREOF the Owner has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper officers in that behalf.

11/29/2021 | 1:49 PM EST

DATED AT THE TOWNSHIP OF AUGUSTA this _____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED)

ROB THOMPSON DEVELOPMENTS LTD.

in the presence of)

DocuSigned by:
Robert Thompson
374B965909CC42C

Rob Thompson

(I have authority to bind the Corporation)

IN WITNESS WHEREOF the Corporation of the Township of Augusta has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT THE TOWNSHIP OF AUGUSTA this 30 day of November, 2021.

SIGNED, SEALED AND DELIVERED)

THE CORPORATION OF THE
TOWNSHIP OF AUGUSTA

in the presence of)

Per:

Doug Malachuk

Mayor

Per:

Annitta

Clerk

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RT

Appendix A to Schedule ELRO # 15 **Charge/Mortgage**

In preparation on 2021 11 26 at 13:28

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

| | | | |
|--------------------|---|------------------------|------------|
| PIN | 68163 - 0132 LT | Interest/Estate | Fee Simple |
| Description | PT LT 5 CON 1 AUGUSTA AND PT LT V PL 19 PRESCOTT AS IN PR216846 EXCEPT PT 7 15R6681; T/W & S/T PR216846; S/T AG13427; AUGUSTA/PRESCOTT | | |
| Address | 1686 COUNTY ROAD 2 PRESCOTT | | |

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name ROB THOMPSON DEVELOPMENTS LTD.
Acting as a company

Address for Service

I, Robert Thompson, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)

| | Capacity | Share |
|----------------------------|--|--------------|
| Name | THE CORPORATION OF THE TOWNSHIP OF AUGUSTA | |
| Address for Service | Acting as a company 3560 County Road 26 Prescott, ON K0E 1T0 | |

Provisions

| | | | |
|---------------------------------|----------------------|-----------------|-----|
| Principal | \$450,545.64 | Currency | CDN |
| Calculation Period | see schedule | | |
| Balance Due Date | see schedule | | |
| Interest Rate | see schedule | | |
| Payments | | | |
| Interest Adjustment Date | | | |
| Payment Date | see schedule | | |
| First Payment Date | | | |
| Last Payment Date | | | |
| Standard Charge Terms | 200033 | | |
| Insurance Amount | Full Insurable value | | |
| Guarantor | | | |

Additional Provisions

See Schedules

File Number

Chargee Client File Number: 204764

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Schedule for Additional Provisions

1. The secured Charge amount is made up as follows:
 - a. \$173,037.00 of the total Charge amount is the loan security in accordance with the Financial Agreement attached as Schedule "E" to the Site Plan Control Agreement registered on **** as Instrument no. **** (the "Loan") and has the following terms associated with it:
 - i. Calculation Period: Semi-annually, not in advance;
 - ii. Balance Due Date: December 1, 2026
 - iii. Interest Rate: 2.67%
 - iv. Payments \$931.33
 - v. Interest Adjustment Date: December 1, 2021;
 - vi. Payment Date: 1st day of each and every month;
 - vii. First Payment Date: January 1, 2022;
 - viii. Last Payment Date: December 1, 2026
 - b. \$277,508.64 of the total Charge amount is the financial security in accordance with the Financial Agreement attached as Schedule "E" to the Site Plan Control Agreement registered on **** as Instrument no. **** and is subject to an interest rate of 0%, has no payments and no calculation period. The Balance Due Date and the Last Payment Date shall be the date that the Chargor/Mortgagor has fulfilled its obligations under the Site Plan Control Agreement or by written agreement with the Chargor to exchange this form of security with another form of security

Both portions of the secured Charge are subject to the Terms contained in paragraph 2 below.

2. The Charge shall be subject to the following:
 - a. The Chargee/Mortgagee will execute and deliver to the Chargor/Mortgagor a postponement agreement in favour of any construction Chargees/Mortgagees, not to exceed a total of \$6,000,000, without additional payment by the Chargor/Mortgagor. Such postponement agreement shall contain the following wording to be completed at the time of the preparation of the postponement agreement:

"The Chargee herein hereby postpones the within Charge in favour of a prior charge in favour of *[name of prior chargee to be inserted]* in the amount of *[\$[insert amount]]* on *[insert date of registration]* as Instrument No. *[insert registration number]* to the full extent of all amounts owing thereunder from time to time whether or not the amounts advanced under said prior registered Charge are advanced before or after the registration of the postponement herein."
 - b. The Chargee/Mortgagee will execute and deliver to the Chargor/Mortgagor a postponement agreement in favour of an interim Chargee/Mortgagee provided that it shall not exceed \$7,000,000 and any construction Charges/Mortgages are discharged. Such interim Chargee/Mortgagee shall be the financing acquired by the Chargor/Mortgagor upon completion of construction and prior to obtaining CMHC financing, without additional payment by the Chargor/Mortgagor.

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- c. The dedication of all roads and other lands required by municipal and provincial authorities on any proposed site plan or plans of sub-division and providing for a discharge of such lands, as may be required for such purposes, from the Charge/Mortgage, without additional payment by the Chargor/Mortgagor.
- d. The Chargee/Mortgagee to postpone the Charge/ Mortgage in favour of the granting of any easements to municipal or other governmental authorities or Public Utilities Commission or Corporation, required for the supply and/or installation of gas, telephone, electricity, water, sewer, railroad, or other similar services, without additional payment by the Chargor/ Mortgagor.
- e. The Chargee/Mortgagee, upon written notice, to execute applications and all other documents required for the Chargor/Mortgagor to change the Official Plan, if necessary, and to re-zone the lands to a zoning suitable to the Chargor/Mortgagor, or to amend any bylaws, and to support such application or applications for re-zoning or amending of bylaws and to co-operate with the Chargor/Mortgagor in all reasonable respects, provided that the Chargor/Mortgagor pay all costs of said re-zoning.
- f. The Chargor/Mortgagor, when not in default, shall have the privilege of prepaying all or part of the principal sum outstanding at any time or times without notice or bonus. Such principal sum outstanding shall be calculated by adding the balance of the Loan in accordance with the Amortization Schedule and the balance of the Financial Security, if any.

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APPENDIX B TO SCHEDULE E
Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000
 Filing Number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L44 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of standard Charge Terms is referred to by its filing number, as provided in section 9 of the Land Registration reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|---|--|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. The Chargor has not done, committed, executed or willfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor, at the time of the delivery for registration of the Charge, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| <i>Promise to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefore, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefore and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of the said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the property or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefore upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From an after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefore, without responsibility therefore, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefore shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

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before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

*Building
Charge*

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

*Extensions
not to
Prejudice*

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

*No Merger
of Covenants*

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

*Change in
Status*

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

*Condominium
Provisions*

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that if the Chargor shall at any time make a default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guarantee, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefore and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor: provided nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns or successors and assigns as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

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APPENDIX C TO SCHEDULE E

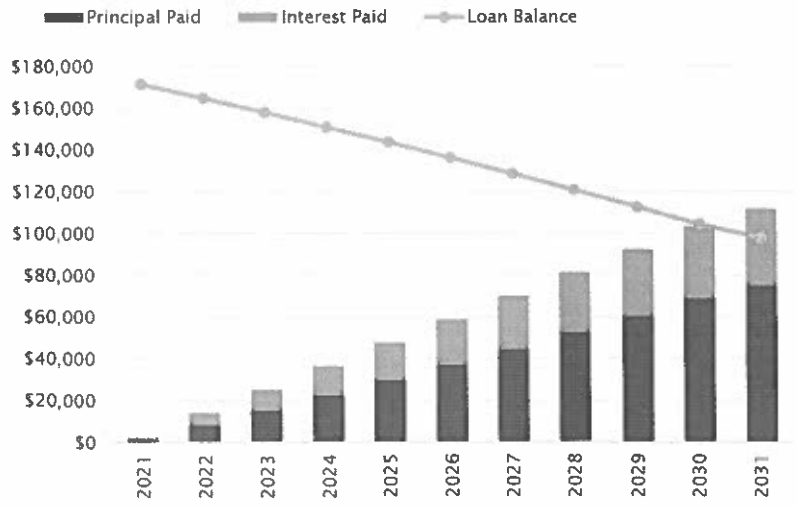
Appendix C: Amortization Schedule - Augusta Landing

Loan Details

| | |
|----------------------|--------------|
| Loan amount | \$173,037.00 |
| Annual interest rate | 2.67% |
| Loan period in years | 20 |
| Start date of loan | 2021-12-01 |

Loan Summary

| | |
|--------------------|--------------|
| Monthly payment | \$931.33 |
| Number of payments | 240 |
| Total interest | \$50,481.28 |
| Total cost of loan | \$223,518.28 |



| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 1 | 2022-01-01 | \$173,037.00 | \$931.33 | \$546.32 | \$385.01 | \$172,490.68 |
| 2 | 2022-02-01 | \$172,490.68 | \$931.33 | \$547.53 | \$383.79 | \$171,943.15 |
| 3 | 2022-03-01 | \$171,943.15 | \$931.33 | \$548.75 | \$382.57 | \$171,394.39 |
| 4 | 2022-04-01 | \$171,394.39 | \$931.33 | \$549.97 | \$381.35 | \$170,844.42 |
| 5 | 2022-05-01 | \$170,844.42 | \$931.33 | \$551.20 | \$380.13 | \$170,293.22 |
| 6 | 2022-06-01 | \$170,293.22 | \$931.33 | \$552.42 | \$378.90 | \$169,740.80 |
| 7 | 2022-07-01 | \$169,740.80 | \$931.33 | \$553.65 | \$377.67 | \$169,187.15 |
| 8 | 2022-08-01 | \$169,187.15 | \$931.33 | \$554.88 | \$376.44 | \$168,632.26 |
| 9 | 2022-09-01 | \$168,632.26 | \$931.33 | \$556.12 | \$375.21 | \$168,076.14 |
| 10 | 2022-10-01 | \$168,076.14 | \$931.33 | \$557.36 | \$373.97 | \$167,518.79 |
| 11 | 2022-11-01 | \$167,518.79 | \$931.33 | \$558.60 | \$372.73 | \$166,960.19 |
| 12 | 2022-12-01 | \$166,960.19 | \$931.33 | \$559.84 | \$371.49 | \$166,400.35 |
| 13 | 2023-01-01 | \$166,400.35 | \$931.33 | \$561.09 | \$370.24 | \$165,839.26 |
| 14 | 2023-02-01 | \$165,839.26 | \$931.33 | \$562.33 | \$368.99 | \$165,276.93 |
| 15 | 2023-03-01 | \$165,276.93 | \$931.33 | \$563.58 | \$367.74 | \$164,713.35 |
| 16 | 2023-04-01 | \$164,713.35 | \$931.33 | \$564.84 | \$366.49 | \$164,148.51 |
| 17 | 2023-05-01 | \$164,148.51 | \$931.33 | \$566.10 | \$365.23 | \$163,582.41 |
| 18 | 2023-06-01 | \$163,582.41 | \$931.33 | \$567.36 | \$363.97 | \$163,015.06 |
| 19 | 2023-07-01 | \$163,015.06 | \$931.33 | \$568.62 | \$362.71 | \$162,446.44 |
| 20 | 2023-08-01 | \$162,446.44 | \$931.33 | \$569.88 | \$361.44 | \$161,876.55 |
| 21 | 2023-09-01 | \$161,876.55 | \$931.33 | \$571.15 | \$360.18 | \$161,305.40 |
| 22 | 2023-10-01 | \$161,305.40 | \$931.33 | \$572.42 | \$358.90 | \$160,732.98 |
| 23 | 2023-11-01 | \$160,732.98 | \$931.33 | \$573.70 | \$357.63 | \$160,159.29 |
| 24 | 2023-12-01 | \$160,159.29 | \$931.33 | \$574.97 | \$356.35 | \$159,584.32 |
| 25 | 2024-01-01 | \$159,584.32 | \$931.33 | \$576.25 | \$355.08 | \$159,008.06 |
| 26 | 2024-02-01 | \$159,008.06 | \$931.33 | \$577.53 | \$353.79 | \$158,430.53 |
| 27 | 2024-03-01 | \$158,430.53 | \$931.33 | \$578.82 | \$352.51 | \$157,851.71 |

| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 28 | 2024-04-01 | \$157,851.71 | \$931.33 | \$580.11 | \$351.22 | \$157,271.61 |
| 29 | 2024-05-01 | \$157,271.61 | \$931.33 | \$581.40 | \$349.93 | \$156,690.21 |
| 30 | 2024-06-01 | \$156,690.21 | \$931.33 | \$582.69 | \$348.64 | \$156,107.52 |
| 31 | 2024-07-01 | \$156,107.52 | \$931.33 | \$583.99 | \$347.34 | \$155,523.53 |
| 32 | 2024-08-01 | \$155,523.53 | \$931.33 | \$585.29 | \$346.04 | \$154,938.25 |
| 33 | 2024-09-01 | \$154,938.25 | \$931.33 | \$586.59 | \$344.74 | \$154,351.66 |
| 34 | 2024-10-01 | \$154,351.66 | \$931.33 | \$587.89 | \$343.43 | \$153,763.76 |
| 35 | 2024-11-01 | \$153,763.76 | \$931.33 | \$589.20 | \$342.12 | \$153,174.56 |
| 36 | 2024-12-01 | \$153,174.56 | \$931.33 | \$590.51 | \$340.81 | \$152,584.05 |
| 37 | 2025-01-01 | \$152,584.05 | \$931.33 | \$591.83 | \$339.50 | \$151,992.22 |
| 38 | 2025-02-01 | \$151,992.22 | \$931.33 | \$593.14 | \$338.18 | \$151,399.08 |
| 39 | 2025-03-01 | \$151,399.08 | \$931.33 | \$594.46 | \$336.86 | \$150,804.62 |
| 40 | 2025-04-01 | \$150,804.62 | \$931.33 | \$595.79 | \$335.54 | \$150,208.83 |
| 41 | 2025-05-01 | \$150,208.83 | \$931.33 | \$597.11 | \$334.21 | \$149,611.72 |
| 42 | 2025-06-01 | \$149,611.72 | \$931.33 | \$598.44 | \$332.89 | \$149,013.28 |
| 43 | 2025-07-01 | \$149,013.28 | \$931.33 | \$599.77 | \$331.55 | \$148,413.51 |
| 44 | 2025-08-01 | \$148,413.51 | \$931.33 | \$601.11 | \$330.22 | \$147,812.40 |
| 45 | 2025-09-01 | \$147,812.40 | \$931.33 | \$602.44 | \$328.88 | \$147,209.96 |
| 46 | 2025-10-01 | \$147,209.96 | \$931.33 | \$603.78 | \$327.54 | \$146,606.17 |
| 47 | 2025-11-01 | \$146,606.17 | \$931.33 | \$605.13 | \$326.20 | \$146,001.05 |
| 48 | 2025-12-01 | \$146,001.05 | \$931.33 | \$606.47 | \$324.85 | \$145,394.57 |
| 49 | 2026-01-01 | \$145,394.57 | \$931.33 | \$607.82 | \$323.50 | \$144,786.75 |
| 50 | 2026-02-01 | \$144,786.75 | \$931.33 | \$609.18 | \$322.15 | \$144,177.57 |
| 51 | 2026-03-01 | \$144,177.57 | \$931.33 | \$610.53 | \$320.80 | \$143,567.04 |
| 52 | 2026-04-01 | \$143,567.04 | \$931.33 | \$611.89 | \$319.44 | \$142,955.15 |
| 53 | 2026-05-01 | \$142,955.15 | \$931.33 | \$613.25 | \$318.08 | \$142,341.90 |
| 54 | 2026-06-01 | \$142,341.90 | \$931.33 | \$614.62 | \$316.71 | \$141,727.29 |
| 55 | 2026-07-01 | \$141,727.29 | \$931.33 | \$615.98 | \$315.34 | \$141,111.30 |
| 56 | 2026-08-01 | \$141,111.30 | \$931.33 | \$617.35 | \$313.97 | \$140,493.95 |
| 57 | 2026-09-01 | \$140,493.95 | \$931.33 | \$618.73 | \$312.60 | \$139,875.22 |
| 58 | 2026-10-01 | \$139,875.22 | \$931.33 | \$620.10 | \$311.22 | \$139,255.12 |
| 59 | 2026-11-01 | \$139,255.12 | \$931.33 | \$621.48 | \$309.84 | \$138,633.64 |
| 60 | 2026-12-01 | \$138,633.64 | \$931.33 | \$622.87 | \$308.46 | \$138,010.77 |
| 61 | 2027-01-01 | \$138,010.77 | \$931.33 | \$624.25 | \$307.07 | \$137,386.52 |
| 62 | 2027-02-01 | \$137,386.52 | \$931.33 | \$625.64 | \$305.69 | \$136,760.88 |
| 63 | 2027-03-01 | \$136,760.88 | \$931.33 | \$627.03 | \$304.29 | \$136,133.84 |
| 64 | 2027-04-01 | \$136,133.84 | \$931.33 | \$628.43 | \$302.90 | \$135,505.41 |
| 65 | 2027-05-01 | \$135,505.41 | \$931.33 | \$629.83 | \$301.50 | \$134,875.59 |
| 66 | 2027-06-01 | \$134,875.59 | \$931.33 | \$631.23 | \$300.10 | \$134,244.36 |
| 67 | 2027-07-01 | \$134,244.36 | \$931.33 | \$632.63 | \$298.69 | \$133,611.73 |
| 68 | 2027-08-01 | \$133,611.73 | \$931.33 | \$634.04 | \$297.29 | \$132,977.69 |
| 69 | 2027-09-01 | \$132,977.69 | \$931.33 | \$635.45 | \$295.88 | \$132,342.24 |
| 70 | 2027-10-01 | \$132,342.24 | \$931.33 | \$636.86 | \$294.46 | \$131,705.37 |
| 71 | 2027-11-01 | \$131,705.37 | \$931.33 | \$638.28 | \$293.04 | \$131,067.09 |
| 72 | 2027-12-01 | \$131,067.09 | \$931.33 | \$639.70 | \$291.62 | \$130,427.39 |



| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 73 | 2028-01-01 | \$130,427.39 | \$931.33 | \$641.13 | \$290.20 | \$129,786.26 |
| 74 | 2028-02-01 | \$129,786.26 | \$931.33 | \$642.55 | \$288.77 | \$129,143.71 |
| 75 | 2028-03-01 | \$129,143.71 | \$931.33 | \$643.98 | \$287.34 | \$128,499.73 |
| 76 | 2028-04-01 | \$128,499.73 | \$931.33 | \$645.41 | \$285.91 | \$127,854.32 |
| 77 | 2028-05-01 | \$127,854.32 | \$931.33 | \$646.85 | \$284.48 | \$127,207.47 |
| 78 | 2028-06-01 | \$127,207.47 | \$931.33 | \$648.29 | \$283.04 | \$126,559.18 |
| 79 | 2028-07-01 | \$126,559.18 | \$931.33 | \$649.73 | \$281.59 | \$125,909.44 |
| 80 | 2028-08-01 | \$125,909.44 | \$931.33 | \$651.18 | \$280.15 | \$125,258.27 |
| 81 | 2028-09-01 | \$125,258.27 | \$931.33 | \$652.63 | \$278.70 | \$124,605.64 |
| 82 | 2028-10-01 | \$124,605.64 | \$931.33 | \$654.08 | \$277.25 | \$123,951.56 |
| 83 | 2028-11-01 | \$123,951.56 | \$931.33 | \$655.53 | \$275.79 | \$123,296.03 |
| 84 | 2028-12-01 | \$123,296.03 | \$931.33 | \$656.99 | \$274.33 | \$122,639.03 |
| 85 | 2029-01-01 | \$122,639.03 | \$931.33 | \$658.45 | \$272.87 | \$121,980.58 |
| 86 | 2029-02-01 | \$121,980.58 | \$931.33 | \$659.92 | \$271.41 | \$121,320.66 |
| 87 | 2029-03-01 | \$121,320.66 | \$931.33 | \$661.39 | \$269.94 | \$120,659.27 |
| 88 | 2029-04-01 | \$120,659.27 | \$931.33 | \$662.86 | \$268.47 | \$119,996.41 |
| 89 | 2029-05-01 | \$119,996.41 | \$931.33 | \$664.33 | \$266.99 | \$119,332.08 |
| 90 | 2029-06-01 | \$119,332.08 | \$931.33 | \$665.81 | \$265.51 | \$118,666.27 |
| 91 | 2029-07-01 | \$118,666.27 | \$931.33 | \$667.29 | \$264.03 | \$117,998.97 |
| 92 | 2029-08-01 | \$117,998.97 | \$931.33 | \$668.78 | \$262.55 | \$117,330.20 |
| 93 | 2029-09-01 | \$117,330.20 | \$931.33 | \$670.27 | \$261.06 | \$116,659.93 |
| 94 | 2029-10-01 | \$116,659.93 | \$931.33 | \$671.76 | \$259.57 | \$115,988.17 |
| 95 | 2029-11-01 | \$115,988.17 | \$931.33 | \$673.25 | \$258.07 | \$115,314.92 |
| 96 | 2029-12-01 | \$115,314.92 | \$931.33 | \$674.75 | \$256.58 | \$114,640.17 |
| 97 | 2030-01-01 | \$114,640.17 | \$931.33 | \$676.25 | \$255.07 | \$113,963.92 |
| 98 | 2030-02-01 | \$113,963.92 | \$931.33 | \$677.76 | \$253.57 | \$113,286.16 |
| 99 | 2030-03-01 | \$113,286.16 | \$931.33 | \$679.26 | \$252.06 | \$112,606.90 |
| 100 | 2030-04-01 | \$112,606.90 | \$931.33 | \$680.78 | \$250.55 | \$111,926.12 |
| 101 | 2030-05-01 | \$111,926.12 | \$931.33 | \$682.29 | \$249.04 | \$111,243.83 |
| 102 | 2030-06-01 | \$111,243.83 | \$931.33 | \$683.81 | \$247.52 | \$110,560.02 |
| 103 | 2030-07-01 | \$110,560.02 | \$931.33 | \$685.33 | \$246.00 | \$109,874.69 |
| 104 | 2030-08-01 | \$109,874.69 | \$931.33 | \$686.85 | \$244.47 | \$109,187.84 |
| 105 | 2030-09-01 | \$109,187.84 | \$931.33 | \$688.38 | \$242.94 | \$108,499.45 |
| 106 | 2030-10-01 | \$108,499.45 | \$931.33 | \$689.91 | \$241.41 | \$107,809.54 |
| 107 | 2030-11-01 | \$107,809.54 | \$931.33 | \$691.45 | \$239.88 | \$107,118.09 |
| 108 | 2030-12-01 | \$107,118.09 | \$931.33 | \$692.99 | \$238.34 | \$106,425.10 |
| 109 | 2031-01-01 | \$106,425.10 | \$931.33 | \$694.53 | \$236.80 | \$105,730.57 |
| 110 | 2031-02-01 | \$105,730.57 | \$931.33 | \$696.08 | \$235.25 | \$105,034.49 |
| 111 | 2031-03-01 | \$105,034.49 | \$931.33 | \$697.62 | \$233.70 | \$104,336.87 |
| 112 | 2031-04-01 | \$104,336.87 | \$931.33 | \$699.18 | \$232.15 | \$103,637.69 |
| 113 | 2031-05-01 | \$103,637.69 | \$931.33 | \$700.73 | \$230.59 | \$102,936.96 |
| 114 | 2031-06-01 | \$102,936.96 | \$931.33 | \$702.29 | \$229.03 | \$102,234.67 |
| 115 | 2031-07-01 | \$102,234.67 | \$931.33 | \$703.85 | \$227.47 | \$101,530.81 |
| 116 | 2031-08-01 | \$101,530.81 | \$931.33 | \$705.42 | \$225.91 | \$100,825.39 |
| 117 | 2031-09-01 | \$100,825.39 | \$931.33 | \$706.99 | \$224.34 | \$100,118.40 |

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| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 118 | 2031-10-01 | \$100,118.40 | \$931.33 | \$708.56 | \$222.76 | \$99,409.84 |
| 119 | 2031-11-01 | \$99,409.84 | \$931.33 | \$710.14 | \$221.19 | \$98,699.70 |
| 120 | 2031-12-01 | \$98,699.70 | \$931.33 | \$711.72 | \$219.61 | \$97,987.98 |
| 121 | 2032-01-01 | \$97,987.98 | \$931.33 | \$713.30 | \$218.02 | \$97,274.68 |
| 122 | 2032-02-01 | \$97,274.68 | \$931.33 | \$714.89 | \$216.44 | \$96,559.79 |
| 123 | 2032-03-01 | \$96,559.79 | \$931.33 | \$716.48 | \$214.85 | \$95,843.31 |
| 124 | 2032-04-01 | \$95,843.31 | \$931.33 | \$718.07 | \$213.25 | \$95,125.24 |
| 125 | 2032-05-01 | \$95,125.24 | \$931.33 | \$719.67 | \$211.65 | \$94,405.56 |
| 126 | 2032-06-01 | \$94,405.56 | \$931.33 | \$721.27 | \$210.05 | \$93,684.29 |
| 127 | 2032-07-01 | \$93,684.29 | \$931.33 | \$722.88 | \$208.45 | \$92,961.41 |
| 128 | 2032-08-01 | \$92,961.41 | \$931.33 | \$724.49 | \$206.84 | \$92,236.92 |
| 129 | 2032-09-01 | \$92,236.92 | \$931.33 | \$726.10 | \$205.23 | \$91,510.82 |
| 130 | 2032-10-01 | \$91,510.82 | \$931.33 | \$727.71 | \$203.61 | \$90,783.11 |
| 131 | 2032-11-01 | \$90,783.11 | \$931.33 | \$729.33 | \$201.99 | \$90,053.78 |
| 132 | 2032-12-01 | \$90,053.78 | \$931.33 | \$730.96 | \$200.37 | \$89,322.82 |
| 133 | 2033-01-01 | \$89,322.82 | \$931.33 | \$732.58 | \$198.74 | \$88,590.24 |
| 134 | 2033-02-01 | \$88,590.24 | \$931.33 | \$734.21 | \$197.11 | \$87,856.02 |
| 135 | 2033-03-01 | \$87,856.02 | \$931.33 | \$735.85 | \$195.48 | \$87,120.18 |
| 136 | 2033-04-01 | \$87,120.18 | \$931.33 | \$737.48 | \$193.84 | \$86,382.69 |
| 137 | 2033-05-01 | \$86,382.69 | \$931.33 | \$739.12 | \$192.20 | \$85,643.57 |
| 138 | 2033-06-01 | \$85,643.57 | \$931.33 | \$740.77 | \$190.56 | \$84,902.80 |
| 139 | 2033-07-01 | \$84,902.80 | \$931.33 | \$742.42 | \$188.91 | \$84,160.38 |
| 140 | 2033-08-01 | \$84,160.38 | \$931.33 | \$744.07 | \$187.26 | \$83,416.31 |
| 141 | 2033-09-01 | \$83,416.31 | \$931.33 | \$745.72 | \$185.60 | \$82,670.59 |
| 142 | 2033-10-01 | \$82,670.59 | \$931.33 | \$747.38 | \$183.94 | \$81,923.20 |
| 143 | 2033-11-01 | \$81,923.20 | \$931.33 | \$749.05 | \$182.28 | \$81,174.16 |
| 144 | 2033-12-01 | \$81,174.16 | \$931.33 | \$750.71 | \$180.61 | \$80,423.44 |
| 145 | 2034-01-01 | \$80,423.44 | \$931.33 | \$752.38 | \$178.94 | \$79,671.06 |
| 146 | 2034-02-01 | \$79,671.06 | \$931.33 | \$754.06 | \$177.27 | \$78,917.00 |
| 147 | 2034-03-01 | \$78,917.00 | \$931.33 | \$755.74 | \$175.59 | \$78,161.27 |
| 148 | 2034-04-01 | \$78,161.27 | \$931.33 | \$757.42 | \$173.91 | \$77,403.85 |
| 149 | 2034-05-01 | \$77,403.85 | \$931.33 | \$759.10 | \$172.22 | \$76,644.75 |
| 150 | 2034-06-01 | \$76,644.75 | \$931.33 | \$760.79 | \$170.53 | \$75,883.95 |
| 151 | 2034-07-01 | \$75,883.95 | \$931.33 | \$762.48 | \$168.84 | \$75,121.47 |
| 152 | 2034-08-01 | \$75,121.47 | \$931.33 | \$764.18 | \$167.15 | \$74,357.29 |
| 153 | 2034-09-01 | \$74,357.29 | \$931.33 | \$765.88 | \$165.44 | \$73,591.41 |
| 154 | 2034-10-01 | \$73,591.41 | \$931.33 | \$767.59 | \$163.74 | \$72,823.82 |
| 155 | 2034-11-01 | \$72,823.82 | \$931.33 | \$769.29 | \$162.03 | \$72,054.53 |
| 156 | 2034-12-01 | \$72,054.53 | \$931.33 | \$771.00 | \$160.32 | \$71,283.52 |
| 157 | 2035-01-01 | \$71,283.52 | \$931.33 | \$772.72 | \$158.61 | \$70,510.80 |
| 158 | 2035-02-01 | \$70,510.80 | \$931.33 | \$774.44 | \$156.89 | \$69,736.36 |
| 159 | 2035-03-01 | \$69,736.36 | \$931.33 | \$776.16 | \$155.16 | \$68,960.20 |
| 160 | 2035-04-01 | \$68,960.20 | \$931.33 | \$777.89 | \$153.44 | \$68,182.31 |
| 161 | 2035-05-01 | \$68,182.31 | \$931.33 | \$779.62 | \$151.71 | \$67,402.69 |
| 162 | 2035-06-01 | \$67,402.69 | \$931.33 | \$781.36 | \$149.97 | \$66,621.34 |

| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 163 | 2035-07-01 | \$66,621.34 | \$931.33 | \$783.09 | \$148.23 | \$65,838.24 |
| 164 | 2035-08-01 | \$65,838.24 | \$931.33 | \$784.84 | \$146.49 | \$65,053.41 |
| 165 | 2035-09-01 | \$65,053.41 | \$931.33 | \$786.58 | \$144.74 | \$64,266.82 |
| 166 | 2035-10-01 | \$64,266.82 | \$931.33 | \$788.33 | \$142.99 | \$63,478.49 |
| 167 | 2035-11-01 | \$63,478.49 | \$931.33 | \$790.09 | \$141.24 | \$62,688.41 |
| 168 | 2035-12-01 | \$62,688.41 | \$931.33 | \$791.84 | \$139.48 | \$61,896.56 |
| 169 | 2036-01-01 | \$61,896.56 | \$931.33 | \$793.61 | \$137.72 | \$61,102.95 |
| 170 | 2036-02-01 | \$61,102.95 | \$931.33 | \$795.37 | \$135.95 | \$60,307.58 |
| 171 | 2036-03-01 | \$60,307.58 | \$931.33 | \$797.14 | \$134.18 | \$59,510.44 |
| 172 | 2036-04-01 | \$59,510.44 | \$931.33 | \$798.92 | \$132.41 | \$58,711.53 |
| 173 | 2036-05-01 | \$58,711.53 | \$931.33 | \$800.69 | \$130.63 | \$57,910.83 |
| 174 | 2036-06-01 | \$57,910.83 | \$931.33 | \$802.47 | \$128.85 | \$57,108.36 |
| 175 | 2036-07-01 | \$57,108.36 | \$931.33 | \$804.26 | \$127.07 | \$56,304.10 |
| 176 | 2036-08-01 | \$56,304.10 | \$931.33 | \$806.05 | \$125.28 | \$55,498.05 |
| 177 | 2036-09-01 | \$55,498.05 | \$931.33 | \$807.84 | \$123.48 | \$54,690.21 |
| 178 | 2036-10-01 | \$54,690.21 | \$931.33 | \$809.64 | \$121.69 | \$53,880.56 |
| 179 | 2036-11-01 | \$53,880.56 | \$931.33 | \$811.44 | \$119.88 | \$53,069.12 |
| 180 | 2036-12-01 | \$53,069.12 | \$931.33 | \$813.25 | \$118.08 | \$52,255.88 |
| 181 | 2037-01-01 | \$52,255.88 | \$931.33 | \$815.06 | \$116.27 | \$51,440.82 |
| 182 | 2037-02-01 | \$51,440.82 | \$931.33 | \$816.87 | \$114.46 | \$50,623.95 |
| 183 | 2037-03-01 | \$50,623.95 | \$931.33 | \$818.69 | \$112.64 | \$49,805.26 |
| 184 | 2037-04-01 | \$49,805.26 | \$931.33 | \$820.51 | \$110.82 | \$48,984.75 |
| 185 | 2037-05-01 | \$48,984.75 | \$931.33 | \$822.34 | \$108.99 | \$48,162.42 |
| 186 | 2037-06-01 | \$48,162.42 | \$931.33 | \$824.16 | \$107.16 | \$47,338.25 |
| 187 | 2037-07-01 | \$47,338.25 | \$931.33 | \$826.00 | \$105.33 | \$46,512.25 |
| 188 | 2037-08-01 | \$46,512.25 | \$931.33 | \$827.84 | \$103.49 | \$45,684.42 |
| 189 | 2037-09-01 | \$45,684.42 | \$931.33 | \$829.68 | \$101.65 | \$44,854.74 |
| 190 | 2037-10-01 | \$44,854.74 | \$931.33 | \$831.52 | \$99.80 | \$44,023.21 |
| 191 | 2037-11-01 | \$44,023.21 | \$931.33 | \$833.37 | \$97.95 | \$43,189.84 |
| 192 | 2037-12-01 | \$43,189.84 | \$931.33 | \$835.23 | \$96.10 | \$42,354.61 |
| 193 | 2038-01-01 | \$42,354.61 | \$931.33 | \$837.09 | \$94.24 | \$41,517.52 |
| 194 | 2038-02-01 | \$41,517.52 | \$931.33 | \$838.95 | \$92.38 | \$40,678.57 |
| 195 | 2038-03-01 | \$40,678.57 | \$931.33 | \$840.82 | \$90.51 | \$39,837.76 |
| 196 | 2038-04-01 | \$39,837.76 | \$931.33 | \$842.69 | \$88.64 | \$38,995.07 |
| 197 | 2038-05-01 | \$38,995.07 | \$931.33 | \$844.56 | \$86.76 | \$38,150.51 |
| 198 | 2038-06-01 | \$38,150.51 | \$931.33 | \$846.44 | \$84.88 | \$37,304.07 |
| 199 | 2038-07-01 | \$37,304.07 | \$931.33 | \$848.32 | \$83.00 | \$36,455.74 |
| 200 | 2038-08-01 | \$36,455.74 | \$931.33 | \$850.21 | \$81.11 | \$35,605.53 |
| 201 | 2038-09-01 | \$35,605.53 | \$931.33 | \$852.10 | \$79.22 | \$34,753.43 |
| 202 | 2038-10-01 | \$34,753.43 | \$931.33 | \$854.00 | \$77.33 | \$33,899.43 |
| 203 | 2038-11-01 | \$33,899.43 | \$931.33 | \$855.90 | \$75.43 | \$33,043.53 |
| 204 | 2038-12-01 | \$33,043.53 | \$931.33 | \$857.80 | \$73.52 | \$32,185.72 |
| 205 | 2039-01-01 | \$32,185.72 | \$931.33 | \$859.71 | \$71.61 | \$31,326.01 |
| 206 | 2039-02-01 | \$31,326.01 | \$931.33 | \$861.63 | \$69.70 | \$30,464.38 |
| 207 | 2039-03-01 | \$30,464.38 | \$931.33 | \$863.54 | \$67.78 | \$29,600.84 |

| Pmt No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|---------|--------------|-------------------|----------|-----------|----------|----------------|
| 208 | 2039-04-01 | \$29,600.84 | \$931.33 | \$865.46 | \$65.86 | \$28,735.38 |
| 209 | 2039-05-01 | \$28,735.38 | \$931.33 | \$867.39 | \$63.94 | \$27,867.99 |
| 210 | 2039-06-01 | \$27,867.99 | \$931.33 | \$869.32 | \$62.01 | \$26,998.67 |
| 211 | 2039-07-01 | \$26,998.67 | \$931.33 | \$871.25 | \$60.07 | \$26,127.41 |
| 212 | 2039-08-01 | \$26,127.41 | \$931.33 | \$873.19 | \$58.13 | \$25,254.22 |
| 213 | 2039-09-01 | \$25,254.22 | \$931.33 | \$875.14 | \$56.19 | \$24,379.08 |
| 214 | 2039-10-01 | \$24,379.08 | \$931.33 | \$877.08 | \$54.24 | \$23,502.00 |
| 215 | 2039-11-01 | \$23,502.00 | \$931.33 | \$879.03 | \$52.29 | \$22,622.97 |
| 216 | 2039-12-01 | \$22,622.97 | \$931.33 | \$880.99 | \$50.34 | \$21,741.98 |
| 217 | 2040-01-01 | \$21,741.98 | \$931.33 | \$882.95 | \$48.38 | \$20,859.03 |
| 218 | 2040-02-01 | \$20,859.03 | \$931.33 | \$884.91 | \$46.41 | \$19,974.11 |
| 219 | 2040-03-01 | \$19,974.11 | \$931.33 | \$886.88 | \$44.44 | \$19,087.23 |
| 220 | 2040-04-01 | \$19,087.23 | \$931.33 | \$888.86 | \$42.47 | \$18,198.37 |
| 221 | 2040-05-01 | \$18,198.37 | \$931.33 | \$890.83 | \$40.49 | \$17,307.54 |
| 222 | 2040-06-01 | \$17,307.54 | \$931.33 | \$892.82 | \$38.51 | \$16,414.72 |
| 223 | 2040-07-01 | \$16,414.72 | \$931.33 | \$894.80 | \$36.52 | \$15,519.92 |
| 224 | 2040-08-01 | \$15,519.92 | \$931.33 | \$896.79 | \$34.53 | \$14,623.12 |
| 225 | 2040-09-01 | \$14,623.12 | \$931.33 | \$898.79 | \$32.54 | \$13,724.33 |
| 226 | 2040-10-01 | \$13,724.33 | \$931.33 | \$900.79 | \$30.54 | \$12,823.54 |
| 227 | 2040-11-01 | \$12,823.54 | \$931.33 | \$902.79 | \$28.53 | \$11,920.75 |
| 228 | 2040-12-01 | \$11,920.75 | \$931.33 | \$904.80 | \$26.52 | \$11,015.95 |
| 229 | 2041-01-01 | \$11,015.95 | \$931.33 | \$906.82 | \$24.51 | \$10,109.13 |
| 230 | 2041-02-01 | \$10,109.13 | \$931.33 | \$908.83 | \$22.49 | \$9,200.30 |
| 231 | 2041-03-01 | \$9,200.30 | \$931.33 | \$910.86 | \$20.47 | \$8,289.44 |
| 232 | 2041-04-01 | \$8,289.44 | \$931.33 | \$912.88 | \$18.44 | \$7,376.56 |
| 233 | 2041-05-01 | \$7,376.56 | \$931.33 | \$914.91 | \$16.41 | \$6,461.65 |
| 234 | 2041-06-01 | \$6,461.65 | \$931.33 | \$916.95 | \$14.38 | \$5,544.70 |
| 235 | 2041-07-01 | \$5,544.70 | \$931.33 | \$918.99 | \$12.34 | \$4,625.71 |
| 236 | 2041-08-01 | \$4,625.71 | \$931.33 | \$921.03 | \$10.29 | \$3,704.67 |
| 237 | 2041-09-01 | \$3,704.67 | \$931.33 | \$923.08 | \$8.24 | \$2,781.59 |
| 238 | 2041-10-01 | \$2,781.59 | \$931.33 | \$925.14 | \$6.19 | \$1,856.45 |
| 239 | 2041-11-01 | \$1,856.45 | \$931.33 | \$927.20 | \$4.13 | \$929.26 |
| 240 | 2041-12-01 | \$929.26 | \$931.33 | \$929.26 | \$2.07 | \$0.00 |

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APPENDIX D TO SCHEDULE E



IBI GROUP
650 Dalton Avenue
Kingston ON K7M 8N7 Canada
tel 613 531 4440 fax 613 531 7789
ibigroup.com

Project No: 132791C (117106)
Subject: Off-Site Works Estimate
Client: Rob Thompson Realty Corp.
Address: 1686 King St. Street W, Township of Augusta
Date: 2021-09-24

| Item | Summary | Subtotal |
|------|--------------------------------------|---------------------|
| A | Off-Site Works | \$ 51,347.00 |
| | Sub-Total | \$ 51,347.00 |
| | Engineering/Inspection/Testing (7%) | \$ 3,594.29 |
| | Contingencies (5%) | \$ 2,567.35 |
| | Total Off-Site Works Estimate | \$ 57,508.64 |

Approved By:
Bill Thomas, M Eng., P. Eng.
Associate - Manager
Civil Engineering

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IBI GROUP
650 Dalton Avenue
Kingslon ON K7M 8N7 Canada
tel 613 531 4440 fax 613 531 7789
ibigroup.com

Project No: 132791C (117106)

Subject: Off-Site Works Estimate

Client: Rob Thompson Realty Corp.

Address: 1686 King St. Street W, Township of Augusta

Date: 2021-09-24

| Item | Off-Site Works | Quantity | Units | Unit Cost | Total Amount |
|-------------------|---|----------|----------------|-------------|---------------------|
| A1 | Imported Granular A Base (Entrance Driveway) - 150mm (Compacted in Place) | 13 | m ³ | \$63.00 | \$ 819.00 |
| A2 | Imported Granular B Base (Entrance Driveway) - 300mm (Compacted in Place) | 26 | m ³ | \$58.00 | \$ 1,508.00 |
| A3 | HL 3 - Surface Asphalt (Entrance Driveway) - 50mm | 84 | m ² | \$25.00 | \$ 2,100.00 |
| A4 | HL 8 - Base Asphalt (Entrance Driveway) - 50mm | 84 | m ² | \$25.00 | \$ 2,100.00 |
| A5 | Reinstate Henry Street Road Base | 114 | m ² | \$55.00 | \$ 6,270.00 |
| A6 | Reinstate Henry Street Asphalt | 114 | m ² | \$50.00 | \$ 5,700.00 |
| A7 | Supply and Install Stop Sign & Post | 1 | ea | \$350.00 | \$ 350.00 |
| A8 | Supply and Install Street Light (Direct Buried Pole, Arm & Ground Rod) | 1 | ea | \$10,000.00 | \$ 10,000.00 |
| A9 | Realign Existing Ditch | 181 | m | \$20.00 | \$ 3,620.00 |
| A10 | Connect to existing watermain | 1 | LS | \$3,500.00 | \$ 3,500.00 |
| A11 | Supply and Install 150mm WM Pipe | 6 | m | \$175.00 | \$ 1,050.00 |
| A12 | Supply and Install 150mm Tee | 1 | ea | \$250.00 | \$ 250.00 |
| A13 | Supply and Install 150mm Bends (45°) | 2 | ea | \$250.00 | \$ 500.00 |
| A14 | Supply and Install 150mm Gate Valve | 1 | ea | \$1,500.00 | \$ 1,500.00 |
| A15 | WM Testing, flushing, swabbing and chlorination | 1 | LS | \$1,500.00 | \$ 1,500.00 |
| A16 | Connect to existing Sanitary MH | 1 | LS | \$3,500.00 | \$ 3,500.00 |
| A17 | Supply and Install 50mm Forcemain | 34 | m | \$120.00 | \$ 4,080.00 |
| A18 | Supply and Install 400mm HDPE Culvert | 15 | m | \$200.00 | \$ 3,000.00 |
| SUB-TOTAL: | | | | | \$ 51,347.00 |

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E APPENDIX E TO SCHEDULE



IBI GROUP
 650 Dalton Avenue
 Kingston ON K7M 8N7 Canada
 Tel: 613 531 4440 Fax: 613 531 7789
 ibigroup.com

Project No: 132791C (117106)
 Subject: Cost Estimate for Securities Determination
 Client: Rob Thompson Realty Corp.
 Address: 1686 King St. Street W, Township of Augusta



| Item | Summary | Subtotal |
|------|--|----------------------|
| A | Part A - Site Preparation and Sediment/Erosion | \$ 40,600.00 |
| B | Part B - Grading/Surface Work | \$ 373,994.92 |
| C | Part C - Water/Sanitary/Storm Servicing | \$ 293,206.00 |
| | Sub-Total (Parts A through to C) | \$ 707,800.92 |
| | Engineering/Inspection/Testing (7%) | \$ 49,546.06 |
| | Contingencies (5%) | \$ 35,390.05 |
| | Total (Parts A through to C) | \$ 792,737.03 |

Approved By:
 Bill Thomas, M.Eng., P. Eng.
 Associate - Manager
 Civil Engineering



IBI GROUP
 650 Deltion Avenue
 Kingston ON K7M 8N7 Canada
 tel 613 531 4440 fax 613 531 7789
 ibigroup.com

Project No: 132791C (117106)
Subject: Cost Estimate for Securities Determination
Client: Rob Thompson Realty Corp.
Address: 1686 King St. Street W, Township of Augusta

| Item | Part A - Site Preparation and Sediment/Erosion | Quantity | Units | Unit Cost | Total Amount |
|-------------------|--|----------|-------|-------------|---------------------|
| A1 | Supply & Install Light-Duty Silt Fence | 530 | m | \$20.00 | \$ 10,600.00 |
| A2 | Clearing and Grubbing | 1 | Ha. | \$20,000.00 | \$ 20,000.00 |
| A3 | Remove and Decommission Existing Septic System | 1 | LS | \$10,000.00 | \$ 10,000.00 |
| SUB-TOTAL: | | | | | \$ 40,600.00 |

| Item | Part B - Grading/Surface Work | Quantity | Units | Unit Cost | Total Amount |
|-------------------|--|----------|----------------|-------------|----------------------|
| B1 | Imported Granular A Base (Roadways/Driveways) - 150mm (Compacted in Place) | 389 | m ³ | \$63.00 | \$ 24,494.97 |
| B2 | Imported Granular B Base (Roadways/Driveways) - 300mm (Compacted in Place) | 778 | m ³ | \$58.00 | \$ 45,101.84 |
| B3 | Imported Granular A Base (Walkways) - 100mm (Compacted in Place) | 47 | m ³ | \$63.00 | \$ 2,977.63 |
| B4 | Imported Granular B Base (Walkways) - 250mm (Compacted in Place) | 118 | m ³ | \$58.00 | \$ 6,853.28 |
| B5 | HL 3 - Surface Asphalt (Roadway) - 50mm | 1940 | m ² | \$25.00 | \$ 48,500.00 |
| B6 | HL 8 - Base Asphalt (Roadway) - 50mm | 1940 | m ² | \$25.00 | \$ 48,500.00 |
| B7 | HL 3 - Surface Asphalt (Driveways) - 50mm | 652 | m ² | \$25.00 | \$ 16,301.50 |
| B8 | HL 3 - Surface Asphalt (Walkways) - 50mm | 473 | m ² | \$25.00 | \$ 11,816.00 |
| B9 | Supply and Install Concrete Stairs and Hand-Rails | 1 | LS | \$5,500.00 | \$ 5,500.00 |
| B10 | Supply and Install Retaining Walls (per m ² wall face) | 29 | m ² | \$350.00 | \$ 10,150.00 |
| B11 | Supply and Install Pedestrian Barricade | 33 | m | \$70.00 | \$ 2,310.70 |
| B12 | Supply and Install Stop Sign & Post | 1 | ea | \$350.00 | \$ 350.00 |
| B13 | Parking Stall Line Paint (100mm wide) | 36 | m | \$5.00 | \$ 180.00 |
| B14 | Supply and Install Street Light (Direct Buried Pole, Arm & Ground Rod) | 1 | ea | \$10,000.00 | \$ 10,000.00 |
| B15 | Supply and Place Imported Fill Material | 5816 | m ³ | \$16.00 | \$ 93,056.00 |
| B16 | Realign Existing Ditch | 181 | m | \$20.00 | \$ 3,620.00 |
| B17 | Install Proposed Swale | 185 | m | \$12.00 | \$ 2,223.00 |
| B18 | Supply and Place RipRap | 8 | m ² | \$70.00 | \$ 560.00 |
| B19 | Supply and Install 100mm Topsoil | 500 | m ³ | \$67.00 | \$ 33,500.00 |
| B20 | Hydroseed | 5000 | m ² | \$1.60 | \$ 8,000.00 |
| SUB-TOTAL: | | | | | \$ 373,994.92 |

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| Item | Part C - Water/Sanitary/Storm Servicing | Quantity | Units | Unit Cost | Total Amount |
|------|--|----------|-------|-------------|----------------------|
| C1 | Connect to existing watermain | 1 | LS | \$3,500.00 | \$ 3,500.00 |
| C2 | Supply and Install 150mm WM Pipe | 173 | m | \$175.00 | \$ 30,275.00 |
| C3 | Supply and Install 150mm Bends (45°) | 4 | ea | \$250.00 | \$ 1,000.00 |
| C4 | Supply and Install 150mm Bends (22.5°) | 1 | ea | \$250.00 | \$ 250.00 |
| C5 | Supply and Install 150mm Bends (11.25°) | 1 | ea | \$250.00 | \$ 250.00 |
| C6 | Supply and Install 150mm Bends (5°) | 1 | ea | \$250.00 | \$ 250.00 |
| C7 | Supply and Install 150mm Gate Valve | 5 | ea | \$1,500.00 | \$ 7,500.00 |
| C8 | Supply and Install 150mm Tee | 1 | ea | \$250.00 | \$ 250.00 |
| C9 | Supply and Install 150mm Hydrant | 2 | ea | \$5,000.00 | \$ 10,000.00 |
| C10 | Supply and Install 25mm Service | 156 | m | \$50.00 | \$ 7,800.00 |
| C11 | Supply and Install 25mm Curb Stop | 20 | ea | \$400.00 | \$ 8,000.00 |
| C12 | WM Testing, flushing, swabbing and chlorination | 173 | m | \$15.00 | \$ 2,595.00 |
| C13 | Connect to existing Sanitary MH | 1 | LS | \$3,500.00 | \$ 3,500.00 |
| C14 | Supply and Install 1200mm SAN MH (MH1,MH2,MH3) | 3 | ea | \$5,000.00 | \$ 15,000.00 |
| C15 | Supply and Install Sanitary Lift Station | 1 | LS | \$26,000.00 | \$ 26,000.00 |
| C16 | Supply and Install 50mm Forcemain | 42 | m | \$120.00 | \$ 5,040.00 |
| C17 | Supply and Install 200mm SAN Pipe | 112 | m | \$220.00 | \$ 24,640.00 |
| C18 | Supply and Install 125mm SAN Pipe | 54 | m | \$160.00 | \$ 8,640.00 |
| C19 | Supply and Install 1200mm STM MH (CBMH1, MH1, Control MH) | 3 | ea | \$5,000.00 | \$ 15,000.00 |
| C20 | Supply and Install 600x600 CB (CB1) | 1 | ea | \$2,100.00 | \$ 2,100.00 |
| C21 | Supply and Install 600x600 DICB (DICB1) | 1 | ea | \$2,100.00 | \$ 2,100.00 |
| C22 | Supply and Install EFO4 | 1 | ea | \$25,000.00 | \$ 25,000.00 |
| C23 | Supply and Install 200mm PVC STM Pipe | 6 | m | \$160.00 | \$ 960.00 |
| C24 | Supply and Install 250mm PVC STM Pipe | 22 | m | \$180.00 | \$ 3,960.00 |
| C25 | Supply and Install 300mm PVC STM Pipe | 97 | m | \$200.00 | \$ 19,316.00 |
| C26 | Supply and Install 400mm HDPE Culvert | 15 | m | \$200.00 | \$ 3,000.00 |
| C27 | Supply and Install Storm Subsurface Chambers | 1 | LS | \$64,500.00 | \$ 64,500.00 |
| C28 | Supply and Install Steel End Section | 1 | ea | \$300.00 | \$ 300.00 |
| C29 | Supply and Install Orifice Plate | 1 | ea | \$500.00 | \$ 500.00 |
| C30 | Supply and Install 150 mm Perforated Sock-Wrapped Subdrain | 36 | m | \$55.00 | \$ 1,980.00 |
| | SUB-TOTAL: | | | | \$ 293,206.00 |

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