

**BROWNFIELD PROPERTY TAX ASSISTANCE/BROWNFIELD REHABILITATION
GRANT AGREEMENT**

THIS AGREEMENT made this * day of February, 2023

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

(hereinafter referred to as the “Township”)

and

DeHAAN HOMES INC.

(hereinafter referred to as the “Owner”)

WHEREAS the Township has adopted its Brownfield Community Improvement Plan (the “CIP”) pursuant to the community improvement provisions of the *Planning Act*;

AND WHEREAS the Owner is the registered Owner of the lands described in Schedule “A” to this Agreement (the “Subject Lands”) which are located within the Community Improvement Project Area of the Township of West Lincoln;

AND WHEREAS the Owner has made application (the “Application”) to the Township for tax assistance under the Township’s Brownfield Property Tax Assistance Program and for a grant under the Township’s Brownfield Rehabilitation Grant Program;

AND WHEREAS a condition of approval of the applications for tax assistance and for a grant, the Owner is required by the Township to enter into this Agreement (the “Agreement”);

NOW THEREFORE IN CONSIDERATION OF the Township providing tax assistance and a grant to the Owner, the Owner and the Township agree as follows:

1. DEFINITIONS

1.1 For the purpose of this Agreement, the following defined terms shall mean:

“Agreement” means this Agreement;

“Applicable By-law” means the Township By-law No. 2011-63;

“Application” means the application made by the Owner and approved for Tax Assistance under the Brownfield Tax Assistance Program of the CIP, and for a Brownfield Rehabilitation Grant under the Brownfield Rehabilitation Grant Program of the CIP, which together are the subject of this Agreement;

“CIP” means the Brownfield Community Improvement Plan, adopted by the Township of West Lincoln By-law No. 2011-63, as amended from time to time;

“Development Period” has the meaning found in Section 7.4.2 of the CIP;

“Eligible Costs” has the meaning found in Section 7.4.2 of the CIP;

“Eligible Property” means the lands to be remediated by the Owner and described in Schedule “A” attached hereto;

“EPA” means the *Environmental Protection Act* (Ontario), as amended;

“ESA” means the Phase II Environmental Assessment undertaken by Landtek Limited dated November 2020;

“Owner” means the Owner that has applied for and been approved for the Brownfield Property Tax Assistance Program and for the Brownfield Rehabilitation Grant Program of the CIP;

“Rehabilitation Period” has the meaning found in Section 7.4.2 of the CIP;

“Remediation” has the meaning ascribed to it in Section 2.1 hereto;

“Tax Assistance” means the cancellation of the Township Taxes and the cancellation of the Regional Taxes, subject to the approval of Regional Council, levied on the Eligible Property during the Rehabilitation Period and/or Development Period;

“Taxes” means the portion of the real property taxes levied on the Eligible Property which are payable to the Township and includes any portion of the total real property taxes paid to and collected by the Township which are payable to the Regional Municipality of Niagara but excluding the portion of the real property taxes that are attributable to (i) a local improvement levy; (ii) levies under the *Drainage Act*; (iii) levies for Business Improvement Area; and (iv) fees or charges that are levied under the *Municipal Act, 2001*.

2. ELIGIBILITY FOR TAX ASSISTANCE AND FOR GRANT

- 2.1 To be eligible for the Tax Assistance and for the grant, the Remediation/Risk Management and Rehabilitation/Redevelopment/Construction Works on the Subject Lands (hereinafter referred to as the “Development”), shall conform to and fulfill the following:
 - (a) The objectives and requirements of the Brownfield Property Tax Assistance Program and of the Brownfield Rehabilitation Grant Program; and
 - (b) Any other requirements specified by the Township.
- 2.2 The Owner acknowledges that it has received and read a copy of the Township’s Brownfield Community Improvement Plan, including appendices, and the Owner covenants with the Township that the Subject Lands shall be developed in accordance with the Township’s objectives, policies and requirements set out in the CIP.

3. PROPERTY TAX ASSISTANCE/BROWNFIELD REHABILITATION GRANT CALCULATION AND PAYMENT

Tax Assistance

- 3.1 The annual Property Tax Assistance is the cancellation of the Township property taxes and the Regional property taxes, subject to the approval of Regional Council, on the Eligible Property during the Rehabilitation Period and/or Development Period.
- 3.2 The Tax Assistance will commence on the date the Applicable By-law is passed for the Eligible Property and Tax Assistance will cease on the earlier of:
- (a) When the total Tax Assistance provided equals total Eligible Costs that have been approved by the Township;
 - (b) Sale or conveyance of the Eligible Property;
 - (c) The date of registration of a final plan of condominium; or
 - (d) Three (3) years from the date that Tax Assistance By-law is passed.
- 3.3 If the Tax Assistance ends prior to the three (3) year period specified in Section 3.2(d) above as a result of the sale, severance, subdivision or conveyance of the Eligible Property, the remaining Tax Assistance shall be converted into a Grant and paid out to the Owner under the Brownfield Rehabilitation Grant Program.
- 3.4 For Tax Assistance calculation purposes, the annual Township and Regional Tax Assistance to be paid to the Owner throughout the Rehabilitation Period and/or Development Period will be set at the 2022 property taxes outlined in Schedule B attached hereto.
- | | |
|--|---------|
| Pre-project 2022 Township property taxes | \$_____ |
| Pre-project 2022 Regional property taxes | \$_____ |
- 3.5 The total value of the Tax Assistance that may be provided to the Owner shall not exceed the total Eligible Costs that have been approved by the Township.
- 3.6 Any Tax Assistance that has been provided to the Owner, will become immediately refundable and payable to the Township, along with interest, upon notice in writing from the Township to the Owner that one or more of the terms and conditions set out in the application, this Agreement, or the CIP have not been met, the Owner is in default pursuant to Section 8 of this Agreement and/or if this Agreement is terminated by the Township, due to the said default. Any such Tax Assistance to be repaid to the Township shall be paid within thirty (30) days of the invoice for same, failing which the amount owing can be added to the tax roll for the Eligible Property and collected in the same manner as property taxes.
- 3.7 In the event that the accepted Remediation works as described in the original Application are not commenced within one (1) year of the approval of the Tax Assistance By-law, this

Agreement shall be at an end and no Tax Assistance shall be provided to the Owner. The Township's decision as to when such works are commenced is final.

Rehabilitation Grant

- 3.8 The annual Rehabilitation Grant ("Grant") will be calculated as One Hundred (100%) percent of the increase in municipal (Township and Region) property taxes on the subject lands that result from the development.
- 3.9 The annual Grant will commence at the end of the Tax Assistance Period and will cease on the earlier of:
 - (a) The point in time when the total of all annual grant payments provided equals total eligible Rehabilitation Grant Program costs that have been approved by the Township; or
 - (b) Ten (10) years.

Provisions with respect to Property Tax Assistance and Rehabilitation Grant

- 3.10 The tax assistance/grant payments shall be calculated according to the formulas and schedules set out in Schedule "B" to this Agreement. Some of the figures set out in Schedule "B" are estimates only.
- 3.11 The actual annual tax assistance/grant payment amounts will be based on the actual pre- and post-project assessed value (AV) as determined by the MPAC and actual applicable Township and Region property tax rates.
- 3.12 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original program application, the tax assistance and grant will be calculated only in respect of the original development contained in the original application, based on the assessed value and property taxes in the last year before revaluation by the MPAC as a result of the new construction added to the subject lands.
- 3.13 The total sum value of the annual tax assistance and grant payments that may be provided to the Owner shall not exceed the total Eligible Rehabilitation Grant Program costs that have been accepted by the Township.
- 3.14 Any and all grant payments that have been provided to the Owner will become a debt payable to the Township upon notice in writing from the Township that one or more of the conditions set out in the application, this Agreement, or the Rehabilitation Grant Program, have not been met.
- 3.15 Grants are not payable by the Township until such time as additional assessment eligible for a grant has been added to the assessment roll by the MPAC, property taxes have been billed by the Township, and property taxes have been paid in full for one (1) year on the property.

- 3.16 Annual grant payments to the Owner will not be issued if there is an outstanding tax payment on the part of the Owner. If at any time after the term of this Agreement, property taxes owed by the Owner are owing on a property for more than one (1) full year, the Township will have the option, at its sole discretion, to terminate this Agreement and all future grant payments.
- 3.17 The grant is not payable by the Township until such time as all assessment appeals relating to the value of the subject lands before the additional assessment or as to the additional assessment as a result of the development of the subject lands have been finally decided.
- 3.18 In the event that the accepted rehabilitation/risk management works as described in the original Tax Assistance/Rehabilitation Grant Program application are not commenced within one (1) year of the execution of this Agreement, this Agreement shall be at an end, and no tax assistance or grant payments shall be paid to the Owner. The Township's decision as to when such works are commenced is final.
- 3.19 In the event that the accepted rehabilitation/redevelopment/construction works as described in the original Tax Assistance/Rehabilitation Grant program application are not commenced within five (5) years and completed within seven (7) years of the execution of this Agreement, this Agreement shall be at an end, and no tax assistance or grant payments shall be paid to the Owner. The Township's decision as to when such works are commenced and completed is final.
- 3.20 Annual grant payments under the Rehabilitation Grant Program will not be provided by the Township until the Owner has satisfied the Township that:
- (a) The development of the subject lands has been completed in accordance with the rehabilitation as described in the application;
 - (b) The Owner has supplied the Township with the actual amount of the eligible Tax Assistance and Rehabilitation Grant Program costs incurred by the Owner;
 - (c) There are no outstanding work orders and/or orders or requests to comply from any Township department or other regulatory authority in respect to the subject lands, and the business of the Owner conducted on the subject lands;
 - (d) The Owner and the subject lands are in full compliance with:
 - (i) Any Agreement(s) relating to the property in favour of the Township, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval. Encroachment, joint sewer and water use, easement or other Agreement; and
 - (ii) By-laws of the Township and provincial or federal legislation and regulations.
 - (e) There are no unpaid charges where applicable against the subject lands in favour of the Township, including but not limited to development charges, parkland dedication fees, special assessments and local improvements charges; and

(f) The Owner has not appealed the post-project assessment value and there exists no other pending appeal which has not been settled completely in respect of the post-project assessed value.

- 3.20 The first grant payment as finally determined by the Township shall be paid to the Owner by the Township, subject to the provisions of this Agreement, following completion and occupancy of the said redevelopment of the subject lands, and during or after the property taxation year in which the property taxes increase as a result of the development.
- 3.21 The annual tax assistance and grant payment shall be calculated by the Township based upon invoices for all eligible work done clearly showing the amount paid for eligible works and proof of payment of contractors in full, provided the Township is satisfied in its discretion that development of the subject lands took place in general accordance with the proposed works as specified in the application, accompanying documentation, and this Agreement.
- 3.22 The Township shall review all cost estimates and documentation submitted in support of the application in evaluating the estimated costs eligible for tax assistance and grant, which costs, when designated by the Township shall constitute the maximum costs eligible for tax assistance and grant. In the event the Township is not satisfied with the said cost estimates, the Township may substitute its opinion of such amounts for purposes of calculating the eligible costs and maximum total tax assistance and maximum total grant.
- 3.23 If the Township is not in receipt of sufficient information satisfactory to the Township to determine eligible costs and the amount of tax assistance or grant, there shall be no tax assistance or grant. The decision of the Township regarding the total amount of eligible costs, the calculation of the total estimated tax assistance and grant, and the calculation of the actual tax assistance and grant is final and within the Township's sole discretion.
- 3.24 Payment of the tax assistance and grant is subject to the Township's review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to documentation of the estimated and actual costs of eligible works. Any and all of these costs may be, where required by the Township, subject to verification, third party review or independent audit, at the expense of the Owner.
- 3.25 The Owner shall not be entitled to tax assistance or a grant payment unless and until the Owner has met all the conditions of this Agreement to the satisfaction of the Township. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the Township and may only be waived by the Township. No waiver is effective unless in writing.

4. CORPORATE STATUS

4.1 The Owner warrants and represents to the Township that:

- (a) The Owner has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
- (b) The Owner has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- (c) The Owner is a resident of Canada as of the date of this Agreement and that in the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the Township, and it is agreed, the Township may deduct from any or all annual grant payments, such sum(s) as may be required by Canada Customs and Revenue Agency in order to meet the Township's obligations as a payor and the Owner's obligations under the *Income Tax Act (Canada)* and other applicable laws;
- (d) To the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and
- (e) The Owner shall notify the Township immediately of any material change in the conditions set out in paragraphs (a) to (d) above.

4.2 If the Owner is not a corporation, the Owner warrants and represents to the Township that now and throughout the term of this Agreement, the Owner is a resident of Canada as of the date of this Agreement and that in the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the Township, and it is agreed, the Township may reduce or cancel Tax Assistance by such amount as may be required by Canada Customs and Revenue Agency in order to meet the Township's obligations as a payor and the Owner's obligations under the *Income Tax Act (Canada)* and other applicable laws.

5. **ADDITIONAL WARRANTY AND REPRESENTATION**

5.1 The Owner warrants and represents to the Township that to the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets and that it will notify the Township immediately of any material change in this.

6. **PROVISIONS RELATING TO THE OWNER**

6.1 At the time the Owner signs the Tax Assistance/Rehabilitation Grant Agreement, the Owner will provide the Township with a certified true copy of a resolution of the Board of Directors of the Owner (certified by an officer of the corporation) that authorizes the Owner to enter into this Agreement with the Township.

- 6.2 At the time of application, the Owner shall submit to the Township for its review and acceptance all required documentation and plans for the development of the subject lands.
- 6.3 The Owner shall rehabilitate and develop the subject lands in accordance with the plans submitted to the Township to the extent such plans have been accepted by the Township for purposes of the application and this Agreement.
- 6.4 The Owner shall supply to the satisfaction of the Township prior to the issuance of any tax assistance or any grant payments, environmental reports and documentation on the subject lands.
- 6.5 Pursuant to the issuance of any tax assistance or any grant payments, the Owner shall file a record of site condition (RSC) in the Environmental Site Registry under Section 168.4 of the *Environmental Protection Act* and provide the Township with a copy of this RSC and a Declaration signed by a qualified person, and the Owner will provide the Township with proof of acknowledgment of receipt of the RSC by the Ministry of Environment.
- 6.6 The Owner shall not commence any works that are the subject of a Tax Assistance/Rehabilitation Grant application prior to receiving approval of this Agreement.
- 6.7 The Owner agrees that the development of the subject lands and buildings thereupon shall be made in compliance with all required building permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 6.8 Upon completion of the remediation/risk management works, the Owner shall provide the Township with documentation satisfactory to the Township as to the amount of the actual eligible Tax Assistance Program costs actually incurred by the Owner, and the Township shall, in its sole discretion designate the approved total tax assistance available.
- 6.9 Upon completion of the development, the Owner shall provide the Township with documentation satisfactory to the Township as to the amount of the actual eligible Rehabilitation Grant Program costs actually incurred by the Owner, and the Township shall, in its sole discretion, designate the approved total rehabilitation grant available.
- 6.10 The Owner will provide to the Township, upon request, a rehabilitation status report signed by the Owner to confirm the status and completion of the approval eligible works, including, but not limited to, the rehabilitation schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Owners on any contract.
- 6.11 The Owner shall ensure that there are no liens or other claims outstanding in respect of the subject lands, including its development, all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid; and there is no default by the Owner with respect to any of the terms of this Agreement.
- 6.12 The Owner shall ensure that the Owner is in compliance with the *Construction Lien Act*, including its holdback provisions and is not aware of any potential or unresolved lien claim in respect of the redevelopment.

- 6.13 The Owner covenants to the Township that the Owner shall use the subject lands in compliance with this Agreement, all municipal by-laws pertaining to use, and all applicable environmental laws.
- 6.14 The Owner covenants to the Township that the Owner will require, as a term of every lease, that tenants of the subject lands comply with all municipal by-laws pertaining to use, and all applicable environmental laws.
- 6.15 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all Township departments during the term of this Agreement.
- 6.16 The Owner covenants to the Township that the subject lands shall be maintained in their rehabilitated condition and not re-contaminated during the term of this Agreement.
- 6.17 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all Township departments during the term of this Agreement.
- 6.18 The Owner's lawyer shall provide the Township, prior to the Township's execution of this Agreement with their Lawyer's Certificate of Title and Registration to certify to the Township, in a form satisfactory to the Township's corporate counsel that:
 - (a) The Owner named in this Agreement is the registered Owner of the subject property;
 - (b) The Agreement has been executed on behalf of the corporate Owner by individual(s) who have authority to bind the corporate Owner; and
 - (c) A complete legal description of the subject lands is set out in Schedule "A" to this Agreement.
- 6.19 The Owner may assign the grant approved under this Agreement to an assignee, provided the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program.
- 6.20 The Owner covenants to the Township that where the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the tax assistance or the grant, the Owner will notify the Township in writing of said change of ownership at least thirty (30) days prior to said change of ownership.
- 6.21 In the event that after this Agreement is executed, the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name while grant payments remain to be paid, the grant ceases completely, unless:
 - (a) Where the Owner wishes to retain the remaining grant payments, (to continue receiving the grant payments while the Owner is no longer on title as an owner), the Township, entirely at its own discretion and to its satisfaction, prior to the Owner ceasing to be an owner, may enter into an agreement with the Owner and the new owner that permits the Owner to receive remaining grant payments, subject to:

- (i) The Owner agreeing to fulfill any obligations and maintenance conditions under this Agreement that have not been fulfilled; or
 - (ii) The new owner assuming all of the Owner's obligations and maintenance conditions under this Agreement that have not been fulfilled; and
 - (iii) The new owner paying property taxes.
- (b) Where the Owner wishes to assign the remaining grant payments to the new owner or an assignee, the Township, entirely at its own discretion and to its satisfaction, prior to the Owner ceasing to be an owner, enters into an agreement with the Owner and the new owner/assignee that permits the Owner to assign the remaining grant payments to the new owner/assignee, subject to:
- (i) The Owner agreeing to fulfill any obligations and maintenance conditions under this Agreement that have not been fulfilled; or
 - (ii) The new owner assuming all of the Owner's obligations and maintenance conditions under this Agreement that have not been fulfilled.
- 6.22 The Owner shall provide the Township with any and all information and directions required for the Township to communicate with the owner.
- 6.23 The Owner acknowledges that without limiting the generality of the other provisions of this Agreement:
- (a) The onus and responsibility are upon the Owner at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Owner's expense, all approvals required from the Township and all other agencies for the rehabilitation of the subject property, including but not limited to all Official Plan amendments, Zoning By-law amendments, minor variances, and site plan approval;
 - (b) Nothing in this Agreement limits or fetters the Township in exercising the statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law, and that in the event the Township decides to deny or oppose or appeal any such decision, that such action by the Township is not in any manner limited by reason of the Township entering into this Agreement;
 - (c) The Owner releases the Township from any liability in respect of the Township's reviews, decisions, inspections or absence of inspections regarding the rehabilitation works that are the subject of this Agreement, the Owner agrees that it is its responsibility at all times to prepare and implement its rehabilitation works as would a careful and prudent landowner;
 - (d) Nothing in this Agreement is intended to impose or shall impose upon the Township any duty or obligation to inspect to examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and

(e) Nothing in this Agreement is intended to be or shall be construed to be a representation by the Township regarding compliance of the land with:

- (i) Applicable environmental laws, regulations, policies, standards, permits or approvals; or
- (ii) Other by-laws and policies of the Township.

6.24 If the Township determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, and the Township at its sole discretion delays or cancels tax assistance and/or grant payments, and/or requires repayment of tax assistance and/or grant payments already made to the Owner, and/or terminates this Agreement, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Township and that the Township is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the Township exercising its rights herein to delay or cancel tax assistance or grant payments, require repayment of tax assistance or grant payments already made to the Owner, and/or terminate the Agreement.

6.25 The Owner shall indemnify and save harmless from time to time and at all times, the Township and its officials, officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

- (a) The Township entering into this Agreement; and
- (b) Any failure by the Owner to fulfil its obligations under this Agreement.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

7. **PROVISIONS RELATING TO THE TOWNSHIP**

7.1 The Township agrees to provide tax assistance to the Owner with said tax assistance to commence on the date specified in the by-law which approves tax assistance and ceasing on the earlier of:

- (a) The point in time when the total tax assistance provided equals total eligible Tax Assistance Program costs that have been accepted by the Township;
- (b) Sale or conveyance of the subject lands;
- (c) Three (3) years from the start of remediation/risk management; or
- (d) The date of registration of a final plan of condominium.

- 7.2 The Township agrees to provide a grant to the Owner with said grant commencing at the end of the tax assistance period and ceasing on the earlier of:
- (a) The point in time when the total of all annual grant payments provided equals total eligible Rehabilitation Grant Program costs that have been accepted by the Township;
 - (b) Ten (10) years.
- 7.3 On an annual basis, the Township, upon being satisfied that the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program, shall pay the annual grant payment.
- 7.4 If the Owner cannot be reached over a protracted period (more than 2 years), the Township will have the option, without notice and at its own discretion, of terminating this Agreement and all future grant payments to the Owner.
- 7.5 If in the opinion of the Township the property is recontaminated and/or not maintained in its rehabilitated condition, the Township may, at its sole discretion, terminate tax assistance or all future grant payments and require repayment of the tax assistance and/or grant payments already provided by the Township to the Owner.
- 7.6 The Township, its employees and agents are entitled to inspect the subject lands at any time during business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the application, this Agreement, the Tax Assistance Program and the Rehabilitation Grant Program.
- 7.7 The Township retains the right at all times to delay or cancel tax assistance or grant payments, and/or require repayment of tax assistance and/or grant payments already made to the Owner, and/or terminate this Agreement where the Township deems that there is non-compliance with this Agreement. In particular, without limiting the generality of the foregoing, the tax assistance and the grant is conditional upon periodic reviews satisfactory to the Township to there being no adverse change in the development works and to there being compliance on the part of the Owner with all other requirements contained in this Agreement.
- 7.8 Communications from the Township to the Owner may be addressed to the Owner at the address of the Owner listed in Section 10 of this Agreement.

8. DEFAULTS AND REMEDIES

- 8.1 On the occurrence of default under this Agreement, the Township shall be entitled to its remedies to enforce this Agreement, including, but not limited to:
- (a) Delaying or cancelling tax assistance and/or grant payments; and/or
 - (b) Requiring repayment to the Township by the Owner of all tax assistance and/or grant payments already made to the Owner, and/or
 - (c) Terminating the Agreement.

- 8.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:
- (a) Non-compliance with any Township by-laws, provincial, and/or federal laws and regulations;
 - (b) Failure to pay and keep in good standing all real property taxes;
 - (c) Any representation or warranty made by the Owner is incorrect in any material respect;
 - (d) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the Township;
 - (e) The Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statutes for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the subject lands or interest of the Owner in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - (f) This Agreement is forfeited or is terminated by any other provision contained in it.
- 8.3 The Township may at its sole discretion provide the Owner with an opportunity to remedy any default.

9. **ADDITIONAL PROVISIONS**

- 9.1 This Agreement shall remain in effect from the date of its execution by the Township to the earlier of:
- (a) The time when the Township informs the Owner in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is terminated;
 - (b) The time when total amount of the tax assistance and grants paid out to the Owner equals the total accepted eligible costs under the Tax Assistance Program and the Rehabilitation Grant Program; and
 - (c) Thirteen (13) years.
- 9.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 9.3 Schedules “A” and “B” attached to this Agreement form part of the Agreement.

- 9.4 The Brownfield Tax Assistance Program shall be to a maximum of three years. If the property has been severed, subdivided, sold or conveyed prior to the end of the Brownfield Property Tax Assistance Period of three (3) years, any remaining period of municipal (Township/Region) Property Tax Assistance (up to three years) can be added to the maximum ten (10) year Brownfield Rehabilitation Grant Period for a total maximum Brownfield Rehabilitation Grant Period of thirteen (13) years.

10. **NOTICES**

- 10.1 Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by email, by fax or by prepaid registered first class mail by the party wishing to give such notice to the other party at the address noted below.

To the Owner at:

Arie DeHaan
DeHaan Homes Inc.
204 Canboro Road
P.O. Box 142
Ridgeville, ON L0S 1M0
Fax: 905-892-8809
Email: arie.dehaan@dehaanhomes.ca

To the Township at:

Brian Treble, Director of Planning and Building
Planning and Building Department
Township of West Lincoln
318 Canborough Street
P.O. Box 400
Smithville, ON L0R 2A0
Telephone: 905-957-3346 x. 5138
Email: btreble@westlincoln.ca

THIS AGREEMENT shall be binding upon the parties and their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties duly execute this Agreement:

SIGNED, SEALED AND DELIVERED:

**THE CORPORATION OF THE
TOWNSHIP OF WEST LINCOLN**

CHERYL GANANN, MAYOR

JOANNE SCIME,
TOWNSHIP CLERK

DeHAAN HOMES INC.
ARIE DeHAAN, PRESIDENT

I have the authority to bind the
Corporation

DRAFT

SCHEDULE "A"

Legal Description for the Eligible Property, shown on the attached aerial photograph, to be supplied by the Applicant upon finalization of the Legal Description.

DRAFT

