

THIS SERVICING AGREEMENT (“Agreement”) made as of the _____ day of April, 2025.

BETWEEN:

THE CITY OF FREDERICTON, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “Local Government”)

OF THE FIRST PART

AND

MAPLE LEAF HOMES INC. incorporated under the *Business Corporations Act*, SNB 1981, c B-9.1, with an office at 655 Wilsey Road, Fredericton, NB E3B 7K3 hereinafter called “Developer”;

OF THE SECOND PART

(each a “Party”, collectively the “Parties”)

WHEREAS the Developer is the registered owner of certain lands located on Westwood Drive in Fredericton, New Brunswick having Service New Brunswick PID 75562660 which said lands are more particularly described in and shown on Schedule “A” (“Lands”);

AND WHEREAS the Developer proposes to develop the lands with eighteen (18) townhouses as shown on the plan entitled “Tentative Subdivision Plan Maple Leaf Homes Inc. Subdivision 2024-1 Creating Lot 24-210 through 24-XXX” attached as Schedule “B” (“Development Area”);

AND WHEREAS the Parties wish to enter into this Agreement for the provision of all Municipal Improvements required for the Development Area to facilitate the completion of the eighteen townhouses notwithstanding that some are the responsibility of the Developer and the Developer wishes to proceed with the servicing of the Development Area through the installation and construction of Municipal Improvements in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Local Government has agreed to renew existing infrastructure on Westwood Drive with a capital construction project in 2025 wherein a contractor would be engaged by the Local Government to complete Municipal Improvements within the municipal right-of-way which would include individual lot service connections to the Lands as shown in Schedule “A” and has received a cost estimate from its engineering consultant for the Municipal Improvements to be provided;

AND WHEREAS the Developer will reimburse the Local Government for the full cost of the Municipal Improvements as outlined on Schedule “C”;

AND WHEREAS the Council of the City of Fredericton adopted a resolution on March 24, 2025 approving and authorizing this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms and conditions and mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Local Government and the Developer agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “Developer” means Maple Leaf Homes Inc. and where the context permits, shall include the Developer’s agents, employees, contractors and subcontractors.
- (b) “Development Area” means those lands which are outlined, including Lots 24-210 to 24-215 and future buildings, on Schedule “B”;
- (c) “Effective Date” means the date this Agreement was executed by the Local Government;
- (d) “Local Government” means the City of Fredericton and where the context permits, shall include its employees, agents, contractors and sub-contractors;
- (e) “Local Government Standards” means
 - (i) the standards and specifications set out in “the City of Fredericton General Specifications for Municipal Services”, presently in effect and as may be amended in the future from time to time, for the design, construction and installation of all Municipal Improvements;
 - (ii) any additional standards, conditions or requirements imposed upon the Development Area by the Local Government’s Development Officer or Director of Engineering and Operations;
 - (iii) any conditions of the approval of any subdivision plans imposed by the Local Government; and
 - (iv) all codes, legislation, regulations, design and engineering standards applicable to the servicing and development of the Development Area.
- (f) “Municipal Improvements” means all those improvements required by the Local Government to be constructed and installed within the municipal right-of-way to Local Government Standards to serve the Development Area, including but not limited to:
 - (i) sanitary and storm sewer drainage systems including all necessary connections and equipment;

- (ii) water mains including fittings, valves, hydrants and the looping of water mains beyond the Development Area in order to safeguard and ensure the continuous supply of water in the Development Area;
 - (iii) service connections from the sanitary sewer, storm sewer, and water mains to the property lines of the Development Area;
 - (iv) curbs and gutters;
 - (v) asphalt street paving;
 - (vii) grading;
 - (viii) widening of street;
 - (ix) sidewalks, trails and associated lighting;
 - (x) boulevard landscaping; and
 - (xi) general landscaping and tree planting.
- (g) “Servicing Amounts” means the amount of money specified as the “Servicing Amounts” in Schedule “C” which the Developer will pay to the Local Government to reimburse it for some or all of the costs of construction of Municipal Improvements that have been or will be constructed or installed that benefit the Development Area;
- (h) “Subdivision Plan” means the plan of the Development Area prepared by the Developer and approved by the Local Government;
- (i) “Other Utility Service” means electric, telecommunications and natural gas services; and
- (j) “Work” means all of the construction and other work to be done by the Local Government pursuant to or in relation to this Agreement.

2. TERM

- 2.1 This Agreement will continue from the Effective Date until all design, installation, and construction of the Municipal Improvements contemplated herein is substantially complete (i.e. the majority of the work associated with the Municipal Improvements is complete however items, such as but not limited to, landscaping or tree planting may be outstanding) and the Servicing Amounts have been paid (“Term”).

3. AMOUNTS PAYABLE UNDER THIS SERVICE AGREEMENT

- 3.1 The Developer acknowledges and agrees that the Local Government and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the City of Servicing Amounts prescribed in this Agreement, and further:
- (a) The Developer acknowledges that the Local Government has agreed to enter into this Agreement on the representation and agreement of the Developer to pay the Local Government the sums specified in this Agreement;

- (b) The Developer acknowledges that it is voluntarily entering into this Agreement and agrees that the Local Government is fully entitled in law to recover from the Developer the sums specified in this Agreement;
- (c) The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Local Government in respect to the Developer's refusal to pay the sums specified in this Agreement; and
- (d) The Developer, for itself and its successors and assigns, hereby releases and forever discharges the Local Government from all actions, claims, demands, suits and proceeding of any nature of kind whatsoever which the Developer has, or may hereinafter have, if any, against the Local Government in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Local Government pursuant to this Agreement.

4. REPRESENTATIONS, COVENANTS AND DUTIES OF THE LOCAL GOVERNMENT

- 4.1 The Local Government shall issue a tender for the renewal of water and sewer infrastructure on Westwood Drive as part of its 2025 capital construction projects.
- 4.2 Further to Section 4.1, the Local Government shall provide the estimated (final) cost of the Municipal Improvements associated with the Lands and the Development Area to the Developer within five (5) days of the award of the tender between the Local Government and its contractor.
 - (a) The Local Government may terminate this Agreement, at its sole discretion, at no cost, without cause at any time, upon giving five (5) days prior written notice of termination to the Developer.
- 4.3 The Local Government covenants that all Municipal Improvements shall be constructed and installed in a good and workmanlike manner and in accordance with this Agreement, including but not limited to, the requirements of Local Government Standards and any applicable federal or provincial standards.
- 4.4 The Local Government shall commence and conclude the construction and installation of the Municipal Improvements, with the exception of landscaping (including any applicable tree planting), within one (1) year of October 31 in the year this Agreement is executed, or such additional period as the Local Government determines, in its sole discretion, is feasible and appropriate. Landscaping and tree planting shall be completed within a further period of one (1) year, or such additional period as the Local Government determines, in its sole discretion, is feasible and appropriate.
- 4.5 The Local Government confirms that the order of construction and installation of the Municipal Improvements shall be as follows:

- (a) Strip topsoil and grade;
- (b) Underground utilities:
 - (i) sanitary sewer mains;
 - (ii) water mains;
 - (iii) sanitary sewer and water connections;
 - (iv) storm sewer lines;
 - (v) pre-grading of service area to be completed.
- (c) Streets or roads; and
- (d) Easement grading and trail construction.

4.6 The Local Government is responsible for paying the initial costs and expenses associated with this Agreement including but not limited to all the costs and expenses of or in any way associated with:

- (a) retaining its consultants;
- (b) preparing the Plans and any amendments thereto;
- (c) preparing and registering any documentation at Service New Brunswick;
- (d) installing and completing the Municipal Improvements; and
- (e) any related costs or fees.

4.7 The Local Government shall invoice the Developer for the actual price or cost of the Municipal Improvements, payable by the Developer, associated with the Lands and Development Area.

4.8 The Local Government shall during the Term and at their own expense acquire and maintain a commercial general liability and auto liability insurance policy with respect to their business and the business carried on under this Agreement, including bodily injury, death and damage to property in the amount of at least Five Million Dollars (\$5,000,000.00). This insurance policy shall be procured from an insurance company licensed to do business in the Province of New Brunswick.

4.9 Further to Section 6.6, the Local Government shall provide a discharge of any caveat or notice, that has been registered on title, to the Developer upon performance of all of the Developer's obligations under this Agreement to the satisfaction of the Local Government.

5. REPRESENTATIONS, COVENANTS AND DUTIES OF THE DEVELOPER

5.1 Further to Section 4.2, the Developer shall provide confirmation in writing or by email to the Local Government if it wishes to proceed with this Agreement within five (5) days of receiving the estimated (final) cost.

- (a) Further to Section 4.2, if the Developer decides to terminate this Agreement, at their sole discretion, at no cost, without cause, the Developer shall provide a notice of termination in writing or by email to the Local Government within five (5) days of receiving the estimated (final) cost.

5.2 The Developer shall grant the Local Government a nonexclusive license to access, use and occupy its Lands for the Term for the purpose of completing the Municipal Improvements under this Agreement.

- 5.3 The Developer agrees the use of the Lands shall comply with the requirements of the Local Government's By-law No. Z-5, A Zoning By-law for the City of Fredericton and By-law No. Z-4, A Subdivision By-law, as may be amended from time to time.
- 5.4 The Developer covenants that it has or will have the necessary financial resources to complete all of the Developer's obligations under this Agreement; and that it is in compliance with all applicable laws and regulations that affects the Developer or its operations.
- 5.5 The Developer shall be solely responsible for all costs and expenses associated with this Agreement including but not limited to all the costs and expenses of or in any way associated with installing and completing the Municipal Improvements, and the Local Government enforcing this Agreement.
- 5.6 The Developer shall be solely responsible for completing all work and for all costs and expenses associated with extending services to the townhouses and connecting to the Municipal Improvements, which the Local Government installs to the property line of the Development Area.
- 5.7 The Developer shall also be responsible for and shall pay the Local Government all legal costs, fees, expenses and disbursements incurred by the Local Government in enforcing or otherwise dealing with any default of the Developer under this Agreement.
- 5.8 The Developer shall be responsible for making arrangements with Other Utility Service providers and shall solely be responsible for all costs and expenses relating to the installation of lines, equipment and facilities required for such utility services within the Development Area, within the street adjoining the Development Area, and within the streets and rights-of-way outside the Development Area, if required.
- 5.9 The Developer shall pay the Local Government within thirty (30) days of receipt of an invoice from the Local Government.
- 5.10 The Developer acknowledges that a failure to pay an invoiced amount will be a default under this Agreement.
- 5.11 The Developer hereby waives for itself and its successors and assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Local Government in respect to the Developer's refusal to pay the sums specified in this Agreement.
- 5.12 The Developer shall comply with, and pay any required amount under, the Local Government's By-law No. W-3, A By-law Respecting Water Rates and Sewer Rentals, as amended from time to time.

- 5.13 The Developer acknowledges and agrees that the Local Government does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. Further, the Developer also acknowledges and agrees that the Local Government shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
- 5.14 The Developer shall comply with the Local Government's By-law No. W-2, A By-Law Relating to the Water and Sewer Systems, as amended, and furthermore, that a separate water meter shall be installed, for each residential connection made to the Local Government's water system. The Developer acknowledges that the water meter brand and model will be specified by the Local Government, the size of the meter shall be determined by and approved by the Local Government and that installed water meters are Local Government property.
- 5.15 The Developer acknowledges and agrees that the Local Government may terminate or refuse the Developer's connection to the Local Government's water system pursuant to By-law No. W-2, A By-Law Relating to the Water and Sewer Systems, and in the event that the Local Government determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Local Government deems inappropriate in its absolute discretion or if an invoice for water service is in arrears.
- 5.16 Further to Section 5.14, the Developer acknowledges that unpaid "... user charges, fees, rentals and penalties payable for water or wastewater disposal services supplied to ... any land within the local government" for a period over sixty (60) days "constitute a special lien and charge on the land in priority to every claim, privilege, lien or encumbrance of any person, except the Crown," which may be registered against the title of the Lands in favour of the Local Government.
- 5.17 The Developer, for itself and its successors and assigns, hereby releases and forever discharges the Local Government from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Local Government in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Local Government pursuant to this Agreement.
- 5.18 The Developer shall indemnify and save harmless the Local Government and their employees, officers and agents from, of, and against any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer, its employees, agents, contractors, subcontractors or Developers, including anything done or omitted to be done in pursuance or purported pursuance of this Agreement, or any of the Work hereunder.
- 5.19 The Developer agrees to and shall be bound by and will act in accordance with by-laws of the Local Government as amended from time to time and such other laws and regulations that apply or may apply in the future to the Lands or Development Area and to activities carried out thereon.

- 5.20 The Developer agrees that after sixty (60) days written notice by the Local Government regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) the Local Government shall be entitled to apply to any court of competent jurisdiction for injunctive relief and waives any defense based upon the allegation that damages would be an adequate remedy; and
 - (b) the Local Government reserves the right to pursue any other remediation under the *Local Governance Act*, the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.
- 5.21 The Parties acknowledge and agree that this Agreement shall not constitute a development permit or other permit of the Local Government. The Developer shall be responsible for obtaining any and all applicable permits, approvals, and licenses, whether municipal, provincial or federal, and will not commence any part of the work requiring any such permit, approval, or license until same has been obtained.
- 5.22 The Developer hereby acknowledges and agrees that it is executing this Agreement having been given the full opportunity to review the same and seek independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

6. ACKNOWLEDGMENTS OF THE PARTIES

- 6.1 The Parties acknowledge and agree that they shall cooperate with any Local Government contractor to allow for the completion of the Municipal Improvements, and by executing this Agreement, the Developer agrees to give the Local Government and their contractors a license to enter the Lands and Development Area during the Term.
- 6.2 The Parties acknowledge and agree that the preliminary estimate of the Servicing Amount is \$148,125.00 plus HST, representing the Developer's contribution to the Municipal Improvements as shown in a cost breakdown attached hereto as Schedule "C", is subject to change should the Local Government determine an alternate value for the Servicing Amounts is required.
- 6.3 The Parties acknowledge and agree that they shall review the final cost for the Servicing Amounts upon completion of the Municipal Improvements to determine the exact value of the reimbursement required to be paid to the Local Government by the Developer based on the work completed for the Municipal Improvements as shown on CBCL Drawing No. CSK-01 attached as part of Schedule "C".
- 6.4 The Parties acknowledge and agree that the design and construction of the Municipal Improvements and related appurtenances shall solely be determined by the Local Government.

- 6.5 The Parties acknowledge and agree that except as otherwise specifically provided in this Agreement, all monies owed by the Developer to the Local Government shall bear interest calculated monthly and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate of 1.5% per month (18.0% per annum).
- 6.6 The Parties acknowledge and agree that the covenants and obligations on the part of the Developer in this Agreement shall constitute covenants running with the land and shall be binding upon the Developer and its successors and assigns and all owners of the Development Area or any part thereof, and the Local Government shall be entitled to register a caveat or notice upon the title of the Development Area to record the existence of this Agreement. Further to Section 4.9, the Parties acknowledge and agree that the Developer shall register any discharge of a caveat or notice on the title of the Development Area.
- 6.7 The Parties acknowledge and agree that this Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, by-laws or permit conditions which govern development or construction within the Local Government.
- 6.8 The Parties acknowledge and agree that they shall execute and deliver any and all such further documents, instruments and assurances which are not inconsistent with anything expressed or implied and which may be reasonably necessary or desirable to give full force and effect to this Agreement.
- 6.9 The Local Government and the Developer acknowledge and agree that any rights and remedies available to the Local Government whether specified in this Agreement or otherwise available at law, are cumulative and not in substitution for or an alternative and the Local Government shall be entitled to enforce any right or remedy in any manner the Local Government deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Local Government. Further, the Local Government and the Developer hereby represent, warrant, covenant and agree that all of the costs for the construction and installation of the Municipal Improvements for the Development Area, as set out in this Agreement, are estimates, and as such shall in no way limit or restrict the Developer's responsibility under this Agreement, nor in any way whatsoever establish or otherwise suggest a maximum amount of the Developer's obligations under this Agreement.
- 6.10 The Local Government and the Developer acknowledge and agree that if this Agreement is terminated, the Developer will be solely responsible for the reinstatement of granulars, curb and gutter, and asphalt on the Lands and Development Area. In addition, the Parties acknowledge and agree that all the work associated with this Agreement will not be carried out or completed by the Local Government with respect to the Municipal Improvements, as outlined under this Agreement, and should the Developer decide to complete the work associated with the Municipal Improvements at a later date, it will be at the sole cost, expense and responsibility of the Developer at such time and any cost estimate provided under this Agreement would not apply.

- 6.11 The Local Government and the Developer acknowledge and agree that the expiration or the termination of this Agreement shall not release either Party of its obligations, duties or liabilities under this Agreement that existed prior to such expiration or termination.

7. GENERAL TERMS AND CONDITIONS

- 7.1 **Local Government's Representative:** All references in this Agreement to the Local Government, include any person duly authorized to act on behalf of the Local Government thereunder.
- 7.2 **Sections, Headings and Interpretation:** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect its interpretation.
- 7.3 **Time of the Essence:** Time shall be of the essence in this Agreement.
- 7.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided or stated otherwise.
- 7.5 **Severability / Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.
- 7.6 **Agreement and Amendments:** This Agreement, including its preamble, constitutes the entire agreement and understanding between the Developer and the Local Government with respect to the Municipal Improvements, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Local Government and the Developer.

The following documents form part of this Agreement and are listed in order of precedence in the event of any conflict or inconsistency between them:

- (a) this Agreement and
 - (b) the attached Schedules.
- 7.7 **Waiver:** The failure of the Local Government at any time to require strict performance by the Developer of any obligation under the Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Local Government of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation hereunder at any later time. The Local Government specifically retains its rights at law to enforce this entire Agreement. The Local Government's waiver of all or any portion of the Agreement must, without exception, be in writing and signed by the Director of Engineering and Operations and any action that fails to comply with this

requirement will under no circumstances be considered or construed to be a waiver.

- 7.8 **Disputes:** If there is a dispute between the Local Government and the Developer arising out of or relating to this Agreement, or the subject matter hereof, the Local Government and the Developer agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each Party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. The senior management representatives shall meet (in person or virtually) within five (5) business days of such referral to attempt to resolve the dispute. In the event that such representatives cannot resolve the dispute within ten (10) days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, as amended or litigation proceedings in the courts of the Province of New Brunswick. Notwithstanding the foregoing, nothing in this Section 7.8 shall prevent the Local Government from exercising its rights of termination set out under this Agreement in the circumstances described therein. It is further agreed by the Parties that they shall pay their own costs of any mediation, arbitration or litigation.
- 7.9 **Enurement:** This Agreement shall enure to the benefit of and be binding on the Local Government and on the successors and permitted assigns of the Developer.
- 7.10 **Notices:** Any notice to be given under this Agreement by the Local Government or the Developer shall be in writing and delivered by hand, by email transmission or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

To the Local Government:

The Office of the
City Clerk
397 Queen Street
Fredericton, NB E3B 1B5
cityclerk@fredericton.ca

To the Developer:

Erik de Jong
655 Wilsey Road
Fredericton, NB E3B 7K3
erik@slopesideholdings.com

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 7.10 and confirms the effective date of the change in such notice.

- 7.11 **Counterparts:** This Agreement may be signed by the Local Government and the Developer in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together

will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by all Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.

- 7.12 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.
- 7.13 **Contra Proferentem Rule Not Applicable:** Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.
- 7.14 **Costs:** It is acknowledged that each Party shall pay their own costs, charges and expenses of and incidental to the preparation of this Agreement.
- 7.15 **Governing Law:** The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.
- 7.16 **Survival:** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement. More specifically, neither the expiry nor the earlier termination of this Agreement shall relieve or be deemed to relieve, a Party from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, including but not limited to those duties and obligations set out herein with respect to the reimbursement of or payment for the full cost of the Municipal Improvements.

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PARTIES TO SIGN ON THE FOLLOWING PAGE**

SCHEDULE A

Description

ALL that certain lot, piece or parcel of land and premises situate, lying and being in Silverwood, in the City of Fredericton, in the County of York and Province of New Brunswick and being more particularly bounded and described as follows: Beginning at a point on the easterly limits of Fairview Drive, said point having NB Grid (Nad83) values of E 2479122.196 and N 7440546.230; thence on an NB Grid Azimuth of 132 degrees 35 minutes 20 seconds a distance of 10.942 meters to a point; thence 125 degrees 58 minutes 04 seconds a distance of 87.854 meters to a point; thence 108 degrees 07 minutes 21 seconds a distance of 70.362 meters to the westerly limits of Hummingbird Street; thence 277 degrees 08 minutes 21 seconds a distance of 11.053 meters to a point; thence 288 degrees 07 minutes 40 seconds a distance of 59.896 meters to a point; thence 305 degrees 58 minutes 04 seconds a distance of 48.189 meters to a point; thence 278 degrees 08 minutes 24 seconds a distance of 35.813 meters to a point; thence 319 degrees 56 minutes 20 seconds a distance of 4.000 meters to the easterly limits of Fairview Drive; thence along said easterly limits of Fairview Drive 357 degrees 23 minutes 30 seconds a distance of 24.417 meters to the place of beginning, containing an area of 775.3 square meters by admeasurement. BEING the same lands and premises, which are the subject the Stop-up and Close instrument number 41109654 duly registered at the Provincial Land Registration Office in the District of New Brunswick on 2021-03-29 and shown on Schedule "I" of instrument number 41109654.

AND ALSO

ALL that certain lot, piece or parcel of land and premises situate, lying and being in the city of Fredericton, in the Parish of Kingsclear in the County of York and Province of New Brunswick, bounded and described as follows: Beginning at an iron pin located at the south western corner of the Motel lot in the Silverwood Subdivision and being on the easterly limit of an existing road; thence by true bearings South eighty-eight degrees twenty-eight minutes East (S 88 28 E) along the south limits of the aforesaid Motel lot and the prolongation thereof a distance of five hundred ninety-one and threetenths feet (591.3') to an iron pin, said iron pin being on the westerly limit of a proposed road; thence along the said limit of the proposed road South twenty-three degrees sixteen minutes West (S 23 16 W) two hundred sixty-nine and three-tenths feet (269.3') to an iron pin located where the westerly limit of the said proposed road meets the northerly limit of an existing road; thence North seventy-two degrees eight minutes West (N 72 08 W) along the said northerly limit of the existing road two hundred forty-two and four-tenths feet (242.4') to an iron pin; thence North fifty-four degrees twenty-nine minutes West (N 54 29 W) continuing along the said limits of existing road two hundred eighty-one feet (281.0') to an iron pin; thence North fortyfive degrees twenty-three minutes West (N 45 23 W) and continuing along the said limit of the existing road thirty-five and nine-tenths feet (35.9') to the place of beginning, containing two acres more or less. Being the same lands described in Deed 130237 to Silverwood Motel Company, registered in the York County Registry office on 1969-11-05 in book 341, at page 543.

SCHEDULE A

Service New Brunswick

Service Nouveau-Brunswick

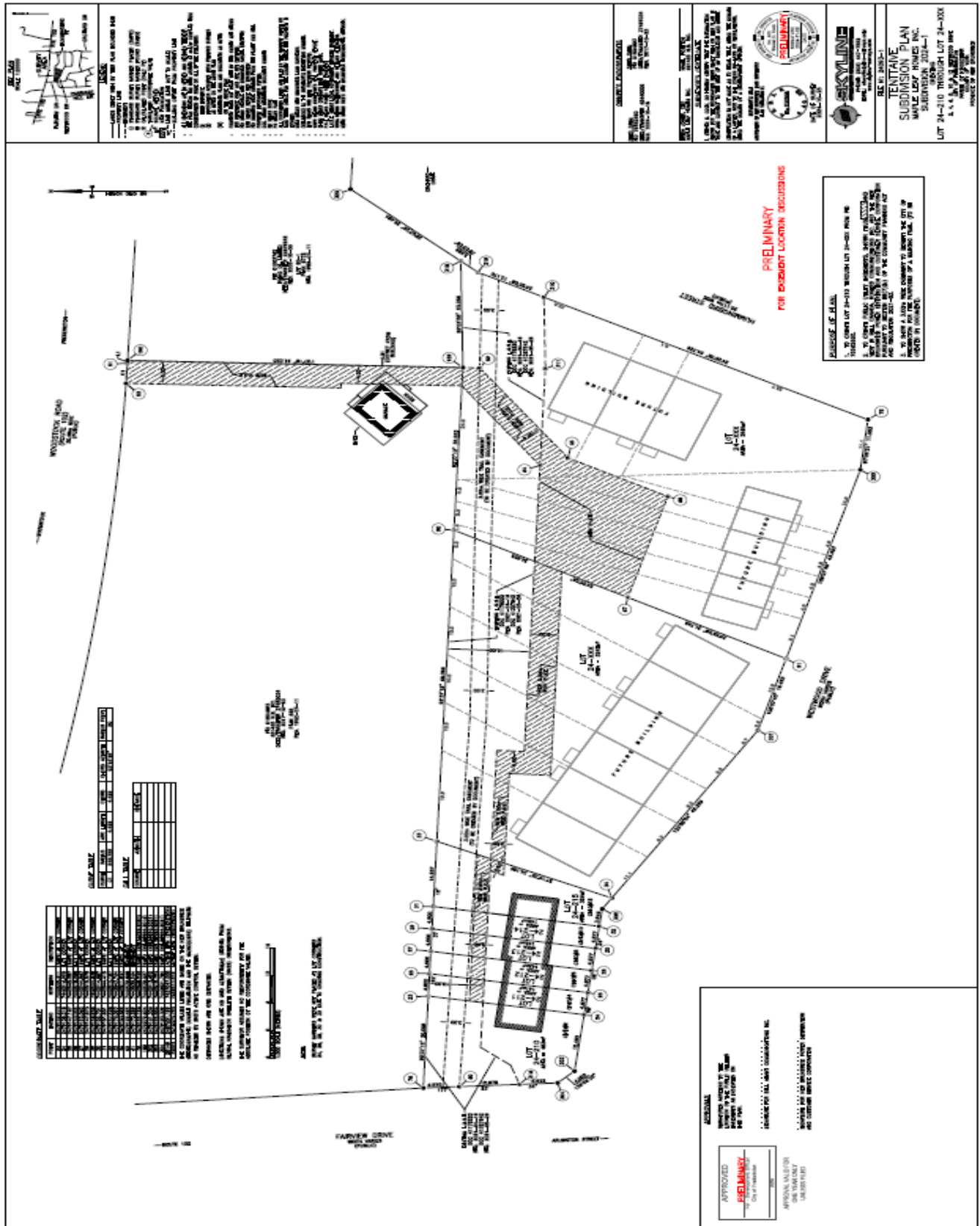


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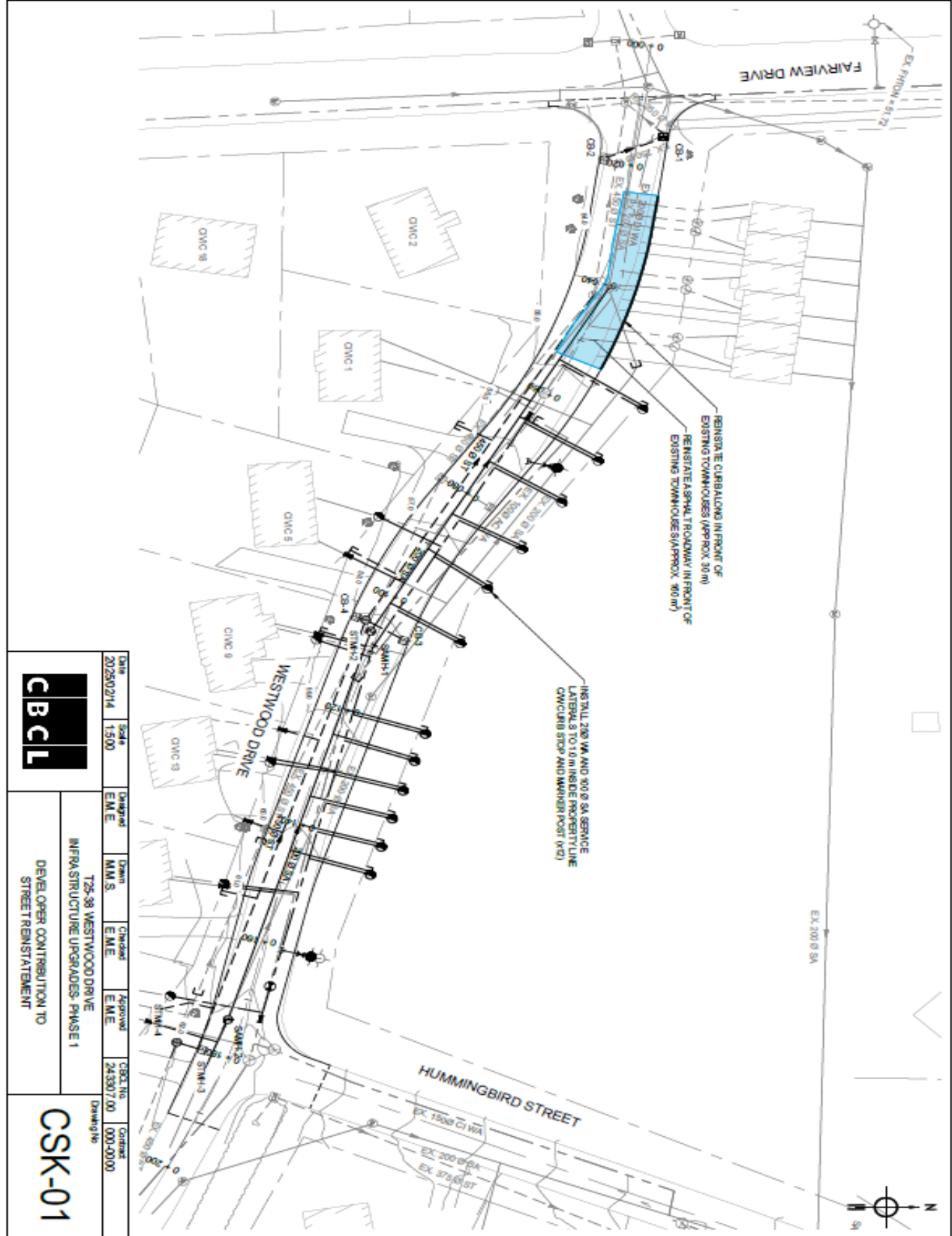
SCHEDULE B



SCHEDULE C

Servicing Amounts Estimate

CONTRACT PRICES					
Item No.	Description	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Total
1	200 mm dia. PVC DR35 Gravity Sanitary Sewer	m		\$550.00	\$0.00
2	1200 mm dia. Precast Concrete Sanitary Manholes	Each		\$9,000.00	\$0.00
3	100 mm dia. Sanitary Sewer Lateral	m	200	\$230.00	\$46,000.00
4	Reconnection of Existing Sanitary Service Laterals	Each		\$1,500.00	\$0.00
5	Cap and Mark New Sanitary Service Laterals	Each	12	\$1,700.00	\$20,400.00
6	200 mm dia. Ductile Iron Water Main	m		\$620.00	\$0.00
7	150 mm dia. Ductile Iron Water Main	m		\$475.00	\$0.00
8	200 mm dia. Gate Valves c/w Precast Chamber	Each		\$10,000.00	\$0.00
9	20 mm Type K Water Service Laterals	m		\$230.00	\$0.00
10	25 mm Type K Water Service Laterals	m	150	\$250.00	\$37,500.00
11	Reconnection of Existing Water Service Laterals	Each		\$1,600.00	\$0.00
12	Cap and Mark New Water Service Laterals	Each	12	\$1,700.00	\$20,400.00
13	Fire Hydrant c/w valve stand box and hydrant tee	Each		\$11,000.00	\$0.00
14	Temporary Water System	L.S.		\$10,000.00	\$0.00
15	100 mm dia. Storm Sewer Lateral	m		\$240.00	\$0.00
16	Reconnect Existing Storm Service Lateral	Each		\$1,500.00	\$0.00
17	Cap and Mark New Storm Service Laterals	Each		\$1,700.00	\$0.00
18	250 mm dia. Catch Basin Leads	m		\$430.00	\$0.00
19	450 mm dia. Storm Sewer Main	m		\$620.00	\$0.00
20	750mm dia. Precast Concrete Catch Basins	Each		\$6,000.00	\$0.00
21	1200 mm dia. Precast Concrete Storm Manholes and Catch Basins	Each		\$9,000.00	\$0.00
22	Asphalt Type D (II)	Tonne	16	\$230.00	\$3,680.00
23	Asphalt Type B (II)	Tonne	36	\$210.00	\$7,560.00
24	Granular Base (31.5 mm Crushed Rock)	m³	25	\$55.00	\$1,375.00
25	Granular Subbase (75 mm Crushed Rock)	m³	50	\$52.00	\$2,600.00
26	Pit Run Gravel	Tonne	210	\$20.00	\$4,200.00
27	Type N2 Geotextile	m²	160	\$6.00	\$960.00
28	Concrete Curb and Gutter	m	30	\$115.00	\$3,450.00
29	Topsoil (Includes pick-up, delivery & placement)	m²		\$10.00	\$0.00
30	Hydroseed (includes soil preparation, supply& placement)	m²		\$5.00	\$0.00
31	Landscape Maintenance (includes watering, mowing & applying lime and fertilizer)	L.S.		\$5,000.00	\$0.00
32	Traffic Control	L.S.		\$10,000.00	\$0.00
33	Rigid Insulation (100mm thick)	m²		\$45.00	\$0.00
34	Clean Stone Bedding	m³		\$30.00	\$0.00
35	Solid Rock Excavation	m³		\$120.00	\$0.00
SUBTOTAL ESTIMATED CONTRACT PRICE					\$148,125.00
15% Harmonized Sales Tax (H.S.T.) Amount					\$22,218.75
TOTAL ESTIMATED CONTRACT PRICE					\$170,343.75



PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Erika Jones, of the City of Fredericton, in the Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I hold the office of Chief Executive Officer with Maple Leaf Homes Inc., (hereinafter called the "Corporation") and I am authorized to make this affidavit and have personal knowledge of the matters sworn to herein.
2. That the attached instrument was executed by me as the officer duly authorized to execute the instrument on behalf of the corporation.
3. That the seal affixed to the foregoing instrument is the seal of the Corporation and was affixed to the instrument by order of the board of directors of the Corporation.
4. That the instrument was executed at the place and on the date specified above.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
April 2025.)

A Commissioner of Oaths
Being a Solicitor)

Erika Jones