

FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

**FLATO West Block 75 Development
Senior Apartment Development
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6**
(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Southgate Road #22 – RR#1
Dundalk, ON N0C 1B0**
(hereinafter referred to as the "Township")

WHEREAS the Township of Southgate ("**Township**") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

AND WHEREAS, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

NOW THEREFORE the Parties Here to agree:

1. That the Township of Southgate will allocate **56 (fifty-six)** of Water and Wastewater Residential Units of Reserve Servicing Capacity to service 80 apartment units in this development with a 0.7 Equivalent Residential Unit allocation per apartment.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Flato Block 75 Development

Date:

Name: Shakir Rehmatullah
Title: President

Witness

I have authority to bind the Corporation.

**The Corporation of the Township
of Southgate**

Mayor: John Woodbury

(seal)

Clerk: Lindsey Green
We have authority to bind the Corporation.

Schedule A

**Listing of Payments and Works for the
Development Project Final Capacity Allocation**

- Flato Block 75 Development and Cost Sharing Agreement.
- Required Securities posted to support the listed agreements above.