



DEVRY SMITH FRANK *LLP*
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BY E-MAIL

August 10, 2020

M. John Ewart C. S.
Ewart O'Dwyer
311 George Street North, Suite 103
Peterborough ON, K9J 3H3
E-mail: jewart@ewartodwyer.com

Dear John:

Re: Dewdney Mountain / Township of Trent Lakes
Our File No.: DEMOF850

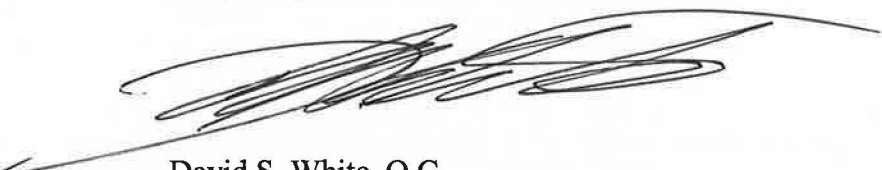
I wish to confirm that the rezoning application for the Dewdney property has been submitted to the Township of Trent Lakes. This application follows the directions set out in the previous OMB/LPAT Decision, which found that the only outstanding and unresolved issue was noise along the haul road.

In order to address the issue of noise, Dewdney Mountain is proposing a Haul Road Agreement that restricts the number of trucks so that the truck noise, without any mitigation, never exceeds 53 dba. The Tribunal found that a noise limit of 53 dba was acceptable for this haul road.

I look forward to your comments on this draft Agreement.

Yours truly,

DEVRY SMITH FRANK *LLP*



David S. White, Q.C.
DSW/jrg
Encl.

THIS AGREEMENT entered into this _____ day of _____, 202_.

BETWEEN:

DEWDNEY MOUNTAIN FARMS LTD.

("Dewdney")

and

THE CORPORATION OF THE MUNICIPALITY OF TRENT LAKES

(the "Municipality")

And

THE CORPORATION OF THE MUNICIPALITY OF THE COUNTY OF PETERBOROUGH

[the "County"]

WHEREAS:

1. Dewdney is the owner of the lands described in Schedule "A" attached to this Agreement ("the Lands") in the Municipality of Trent Lakes, in the County of Peterborough;
2. Dewdney has made application, pursuant to Sec. 34 of the *Planning Act*, to rezone the Lands to permit the establishment and operation of a rock quarry;
3. The proposed quarry will use Quarry Road and Ledge Road as the Haul Road for the aggregate trucks;
4. The Parties have agreed that the Haul Road and the intersection of Quarry Road and County Road 36 need to be upgraded and improved in order for it to be suitable as an aggregate Haul Road;
5. The Parties have agreed that Dewdney shall upgrade and improve the Haul Road as agreed with the Municipality. (the "Municipal Road Works");
6. The Parties have agreed that Dewdney shall upgrade and improve the County Road 36 intersection as agreed with the County (the "County Road Works"); and

7. The Parties have agreed that it is in the public interest to restrict the maximum number of aggregate trucks that may travel on the Haul Road per hour and per day.

IN CONSIDERATION of mutual covenants, agreements and undertakings contained herein and in consideration of other valuable consideration the sufficiency of which is hereby acknowledged and in satisfaction of one of the conditions of approval, the Parties hereto covenant and agree as follows:

1. Definitions

In this Agreement:

- (a) *"Aggregate Heavy Truck"* means a truck capable of carrying five (5) tonnes or more of aggregate;
- (b) *"Construction Lien Act"* means the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended;
- (c) *"County Road Works"* means the upgrades and improvements to the intersection of Quarry Road and County Road 36 as described on Schedule C attached to this agreement;
- (d) *"Haul Road"* means Quarry Road from County Road 36 north to the intersection with Ledge Road then Ledge Road north to the Quarry entrance;
- (e) *"Lands"* means those lands in the Municipality of Trent Lakes described in Schedule "A" attached to the agreement;
- (f) *"Licence"* means a Class A Category 2 Aggregate Licence issued by MNRF;
- (g) *"MNRF"* means the Ministry of Natural Resources and Forestry;
- (h) *"Municipal Act 2001"* means the Municipal Act, 2001, S.O. c. 25 as amended
- (i) *"Municipal Road Works"* means the upgrades and improvements to Quarry Road and Ledge Road as described on Schedule "B" attached to this agreement;
- (j) *"Parties"* means collectively Dewdney, the County and the Municipality;
- (k) *"Quarry"* means the licenced rock quarry established on the Lands;
- (l) *"Road Works"* means collectively the County Road Works and the Municipal Road Works.

2. Obligation to construct

(1) Dewdney shall after the Licence has been issued by the MNRF, first provide aggregate from the quarry, if obtainable, for the purpose constructing the County Road Works and the Municipal Road Works in accordance with the requirements for the

Road Works as set out on Schedules “B” and “C”.

(2) The Road Works shall be completed within the existing municipal road allowances and as far as possible away from the existing residences along the Haul Road.

(3) The Road Works shall be completed in a timely manner and all work shall be to the satisfaction of the Municipality and the County.

(4) Dewdney shall retain a qualified professional engineer, satisfactory to the Municipality and the County to supervise the construction of the Road Works.

(5) The Municipality and/or the County or any person authorized by them shall have the right to inspect the Road Works and the cost of such inspections shall be paid by Dewdney.

(6) Dewdney shall be responsible for and shall repair any damage caused by the construction of the Road Works to any municipal property, private property, telephone or utility poles.

(7) Dewdney shall be responsible for connecting all existing drives to the new improved road to the satisfaction of the Municipality and where required, to the satisfaction of the County.

(8) Dewdney shall coordinate and schedule the construction of the Road Works in such a manner so as to cause as little inconvenience as possible to the abutting residents.

(9) For greater certainty the construction of the Road Works shall be described in five (5) segments as follows.

Segment 1: Intersection of Quarry Road with County Road 36

The intersection of Quarry Road with County Road 36 will be improved at Dewdney’s cost to the satisfaction of the County of Peterborough. The improvements are to include a deceleration and acceleration lane along the north shoulder (westbound) of County Road 36 east and west of the intersection, as described.

Segment 2: Quarry Road from County Road 36 to the Intersection with Ledge Road (indent)

At the south end of Quarry Road, the road profile will be re-graded to reduce the slope approaching County Road 36. Approximately midpoint in Quarry Road between County Road 36 and Ledge Road, the road will be straightened to remove a bad “chink” and blind hill.

The existing surface treatment on Quarry Road will be replaced with a double layer of tar and chip. The depth of the road base and asphalt will be confirmed with Lakeview Engineering Inc. and the Municipality and/or the County.

Segment 3: Intersection of Quarry Road and Ties Mountain Road

At the intersection of Quarry Road and Ties Mountain Road the sightlines will be improved, and new signage installed.

Segment 4: Ledge Road from Quarry Road running north to approximately thirty (30) metres north of the last residence at 125 Ledge Road

The curve on Ledge Road approaching Quarry Road will be improved and new signage at the intersection installed. The cross-section of Ledge Road will be increased to include a 7m carriageway, 1m shoulders, and ditches sloped at 3:1. Segment Four of Ledge Road will be hard surfaced with a double layer of tar and chip. In addition, a hammer head will be constructed to allow a school bus to turn safely. Hammer head not illustrated on drawings?

Segment 5: Ledge Road running north from just north of the driveway entrance of 125 Ledge Road to the Quarry entrance

On the balance of Ledge Road, blind hills and bad bends will be removed. The road surface will be widened to a 7m carriageway with 1m wide shoulders and ditches sloped at 3:1 ratio. Surface treatment will be gravel.

(4) All road improvements will be completed to the Municipality's/County's standards and the location of the existing road allowance has now been verified by survey (at the cost of the developer) for which that survey information has now been incorporated into the engineering drawings for the improved municipal road.

(5) Dewdney shall be solely responsible for the cost of any and all work comprising the subject of this Agreement and more specifically set out above.

(6) Dewdney shall grant to the Municipality/County, if necessary, in fee simple and at nominal cost, a good and marketable title to the Road Works free and clear of all encumbrances.

3. Design and Specifications

- (1) Prior to the construction of the Road Works, Dewdney shall at its sole cost and expense complete the following:
 - (a) Prepare and submit to the Municipality and the County an OLS Survey, in metric units, delineating the portion of the municipal/County road allowances and the existing travelled portion where the Road Works are to be located;

- (b) Prepare and submit to the Municipality and the County detailed design drawings and specifications for the Road Works in accordance with the Municipality's/County's policies and requirements, including:
 - (i) detailed plans of the Road Works including points of access for existing intersections and driveways;
 - (ii) any required improvements to the existing public lands or roads abutting the Road Works;
 - (c) have obtained any approvals from the Ministry of Transportation (the "MTO") or such other provincial Ministry and/or the County of Peterborough, as may be necessary for the design and construction of the Works; and
 - (d) without restricting the generality of subparagraphs (b) and (c), construct the Road Works so that the minimum width of any improved highway is no less than twenty (20) metres.
- (2) (a) Dewdney shall have the overall responsibility for the design, construction and maintenance for the Road Works during the reconstruction period provided that all such design and construction is completed in accordance with this Agreement and to the satisfaction of the Municipality and the County.
- (b) Dewdney acknowledges that notwithstanding any approval, inspection or other review of the design and construction of the Road Works by the Municipality or the County, Dewdney shall not be released of its responsibility for ensuring that all construction and maintenance conforms to the design and specifications approved by the Municipality and the County.
- (c) Dewdney agrees that, if at any time, the Municipality or the County determine that any of the Road Works has not been completed in accordance to the approved design and specifications or in accordance to proper engineering practise then such Road Works may be rejected by the Municipality and/or County.
- (3) Dewdney agrees to retain a qualified professional engineer (the "Consulting Engineer"), satisfactory to the Municipality/County, to supervise the construction of the Road Works.
- (4) Dewdney agrees to construct any necessary improvements to the existing public lands abutting the Road Works in accordance with the Approved Construction Drawings.
- (5) The Municipality or any person authorized by the Municipality/County shall have the right at all times to inspect the construction of the Road Works

provided for in this Agreement and Dewdney shall pay to the Municipality/County the cost of such inspections.

- (6) Dewdney shall repair any damage caused by the installation of the Road Works to any existing roads or municipal works including telephone poles and other public utilities' poles and equipment.
- (7) Dewdney agrees that, if at any time, the Municipality/County determines any of the Road Works is being or has been improperly performed, or if Dewdney neglects or refuses to correct and perfect such Road Works as may have been rejected by the Municipality/County as defective or unsuitable, then the Municipality/County shall not accept such Road Works.
- (8) Upon the completion of the Road Works to the satisfaction of the Consulting Engineer, the Consulting Engineer shall prepare a completion certificate in respect to all the Road Works (the "Completion Certificate") and shall forward such Completion Certificate to Dewdney and then for approval to the Municipality/County. The Completion Certificate shall include:
 - (a) the description of the Road Works in respect to which such Completion Certificate is given;
 - (b) confirmation that the final certificate with respect to the Road Works has been issued under the *Construction Lien Act* by the payment certifier if so, required by the contract for construction;
 - (c) certification that the Road Works have been completed in accordance with the Approved Construction Drawings and the provisions of this Agreement or approved amendments thereto;
 - (d) a statement setting out the date of completion of the Road Works;
 - (e) a complete set of as built drawings for the Road Works showing final plan and profile locations of the Road Works, together with a complete consolidated set of drawings;
 - (f) confirmation that the finished Road Works and grade elevations are in conformity with the grading plan approved by the Municipality; and
 - (g) a statement of the total cost of the Road Works.
- (9) Unless the Municipality is aware of defects either in the Completion Certificate or the Road Works, the Municipality/County shall thereafter forward to the Consulting Engineer a notice of acceptance (the "Notice of Acceptance").

4. Completion of the Road Work

(1) Upon the completion of the Road Works to the satisfaction of the Consulting Engineer, the Consulting Engineer shall prepare a completion certificate in respect to all the Road Works (the "Completion Certificate") and shall forward such Completion Certificate to Dewdney and then for approval to the Municipality/County. The Completion Certificate shall include:

- (a) the description of the Road Works in respect to which such Completion Certificate is given;
- (b) confirmation that the final certificate with respect to the Works has been issued under the *Construction Lien Act* by the payment certifier if so, required by the contract for construction;
- (c) certification that the Road Works have been completed in accordance with the Approved Construction Drawings and the provisions of this Agreement or approved amendments thereto;
- (d) a statement setting out the date of completion of the Road Works;
- (e) a complete set of as built drawings for the Road Works showing final plan and profile locations of the Works, together with a complete consolidated set of drawings;
- (f) confirmation that the finished Road Works and grade elevations are in conformity with the grading plan approved by the Municipality; and
- (g) a statement of the total cost of the Road Works.

5. Maintenance and Warranty

(1) Dewdney shall guarantee the Road Works to be free of defects from the date of the issuance of the Notice of Acceptance for the Road Works and Dewdney shall be responsible for all Haul Road Road Works until the aggregate Licence is surrendered. In the event other aggregate licences are issued for this Haul Road, the responsibility for the upkeep and costs of the Road Works continual improvemetns shall be proportionately divided amongst all licencees.

(2) Notwithstanding the acceptance of the Road Works by either the Municipality and/or the County, if the Municipality and/or the County determines at any time during the life of the Quarry that any of the Road Works is/are defective or that the Haul Road requires Road Works maintenance in accordance with the approved design and specifications or in accordance with good road engineering practices, then the Municipality and/or County shall give Dewdney notice of such defects or required repairs. Upon receiving such notice Dewdney shall forthwith and as soon as reasonably possible repair and remedy the defects to the satisfaction of the Municipality and /or County.

6. Truck Traffic Restriction

Dewdney covenants and agrees that:

- a) The Noise Study determined that the number of Aggregate Heavy Trucks using the Haul Road must be restricted in order for the noise impacts to remain within acceptable limits.
- b) The Noise Study determined that the number of Aggregate Heavy Trucks on the Haul Road must be limited to a daily total of one hundred and forty-eight (148) Aggregate Heavy Trucks along the Haul Road and not more than fourteen (14) Aggregate Heavy Trucks during any hour.
- c) Dewdney shall be solely responsible for ensuring from its Quarry that no more than seventy-four (74) Aggregate Heavy Trucks use the Haul Road to approach the Quarry and that no more than seventy-four (74) Aggregate Heavy Trucks leave the Quarry during any single day and that no more than any combination (approach or leave) of fourteen (14) Aggregate Heavy Trucks use the Haul Road during any given single hour.
- d) Before leaving the Quarry all Aggregate Heavy Trucks will receive a ticket stamped with the date and time.
- e) A record will be kept of the date and time of all Aggregate Heavy Trucks leaving the Quarry.
- f) Dewdney, if requested, shall provide the Municipality with a copy on the daily time sheets showing the daily and hourly time for all Aggregate Heavy Trucks leaving the Quarry.
- g) In the event that Dewdney becomes aware that the restriction on the number of aggregate heavy trucks has been exceeded it shall report the exceedance to the Municipality on the next business day.
- h) In the event that the permitted number of Aggregate Heavy Trucks is exceeded in any particular hour or day then Dewdney shall pay a monetary penalty to the Municipality of five hundred (\$500) dollars for each Aggregate Heavy Truck over the permitted number per day or per hour.

7. Construction Lien Act

(1) Dewdney, as it carries out and completes all Road Works, shall hold back from any persons supplying services or materials respecting such Road Works such amounts as a person would be required to hold back in accordance with the *Construction Lien Act*, for such time periods as would be required to be held back pursuant to the *Construction Lien Act* (the "Holdbacks").

(2) Following the expiry of the period of time that such Holdbacks are required to be held pursuant to the *Construction Lien Act*, such Holdbacks may be released by Dewdney to the relevant contractors supplying the services or materials with respect to which any such Holdbacks relate.

(3) In the event that the Municipality/County incurs any costs or expenses involved in making payments into Court to remove liens or defend any actions taken by any party under the *Construction Lien Act* in connection with any portion of the Road Works, such costs and expenses shall be paid by Dewdney to the Municipality/County on demand.

(4) The Municipality/County shall promptly notify Dewdney of any such actions by third parties upon receipt of notice and shall permit Dewdney at its sole expense to have the carriage of any defence in connection with any such notices, provided that Dewdney shall indemnify and save the Municipality/County harmless from any and all costs, expenses and liability, whatsoever, arising in connection with such action.

8. Insurance

(1) Until expiry of the Warranty Period, Dewdney shall take out and keep in force, or cause to be taken out and kept in force, comprehensive general liability insurance and environmental impairment liability insurance, in a policy having a form and with limits satisfactory to the Municipality/County Treasurer, to protect against claims for personal injury, death or property damage resulting from any accident or occurrence arising from the carrying out of the obligations of Dewdney under this Agreement. Such insurance shall be at all times in an amount not less than five million (\$5,000,000.00) dollars per occurrence. Such policy(ies) shall, in addition, insure ~~both~~ the Municipality, the County and Dewdney during all phases of construction as their interest may appear as well as during the Warranty Period.

(2) The general liability insurance policy and environmental impairment liability insurance shall:

- (a) include the Municipality and the County as additional named insured parties;
- (b) contain a cross-liability/severability of interest clause protecting the Municipality and the County against claims by Dewdney as if the Municipality and the County were separately insured and protecting Dewdney against claims by the Municipality or the County as if Dewdney were separately insured; and
- (c) provide that the insurer will not cancel nor refuse to renew the said insurance without first giving the Municipality and the County ninety (90) days prior written notice of the cancellation or refusal to renew.

(3) The insurance, as afforded by such policy, shall apply in respect to any claim or action brought against any one insured by any other insured and shall apply in the same manner and to the same extent as though a separate policy had been issued to each

insured. Any breach of a condition of the policy by any insured shall not affect the protection given by the policy to any other insured.

(4) Dewdney shall, before commencing any Road Works, deliver to the Municipality and the County a certificate of insurance that is, in all respects, to the satisfaction of the Municipal Treasurer.

(5) If at any time the Municipality receives notice from the insurer that it has cancelled or refused to renew the policy of insurance or that it intends to do so, or if the Municipality or the County otherwise determines that the policy of insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the Municipality or the County may, on written notice to Dewdney and at the sole cost and expense of Dewdney, obtain insurance in accordance with this paragraph. In such circumstances, the Municipality or the County shall be entitled either to obtain new insurance or add the necessary insurance coverage to the Municipality's/County's blanket insurance. To the extent such insurance cost exceeds what would otherwise have been payable as a shared cost, Dewdney shall, upon receipt of written notice from the Municipality, reimburse the Municipality for the cost of the insurance. Such policy of insurance obtained by the Municipality/County shall be cancelled by the Municipality/County upon receipt of both a certificate of insurance, as required above, together with payment of all costs incurred by the Municipality or the County.

(6) Any insurance policy required under this paragraph may be carried under blanket policies provided, however, such policies and the amount of such policies allocable to the Works shall comply with all other requirements of this paragraph.

(7) Dewdney shall duly and punctually pay or cause to be paid all premiums and sums of money payable for maintaining any such insurance required to be obtained by or pursuant to this paragraph. Dewdney will produce to the Municipality/County evidence of payment of premiums and other sums of money payable for maintaining such insurance not later than the due date thereof.

9. Indemnity

(1) Dewdney agrees that it shall save, defend, keep harmless and fully indemnify the Municipality from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Municipality/County from and against all loss, costs, charges, damages and expenses which may be sustained, incurred or paid by the Municipality/County arising in any way by reason of any Road Works performed or approvals to be obtained by Dewdney pursuant to this Agreement. This includes the materials installed and any Road Works completed, or materials installed by the Municipality/County in default of the obligations of Dewdney and the occupation of any Municipality/County lands by Dewdney, its agents or contractors during the construction of the Road Works and the Warranty Period.

(2) Dewdney agrees that it will pay to the Municipality/County, on demand, any loss, costs, damages or expenses which may be sustained, incurred or paid by the Municipality/County in consequence of any such action, suit, claim, execution or demand

and any moneys paid or payable by the Municipality/County in settlement, in discharge or on account. On default of such payment, all such loss, costs, damages and expenses and all such moneys so paid or payable may be recovered in any court of competent jurisdiction as moneys paid at the request of Dewdney.

(3) Notwithstanding anything to the contrary, the Municipality/County acknowledges and agrees that the foregoing indemnity from Dewdney shall not apply to any loss, costs, damages and expenses arising from the gross negligence or wilful misconduct of the Municipality/County or third party.

(4) The obligations of Dewdney to indemnify the Municipality/County under the provisions of this Agreement shall continue until the Quarry licence is surrendered and will survive any termination of this Agreement, notwithstanding anything to the contrary. If the Municipality/County is made a party to any action, suit or proceeding in respect to a claim to which Dewdney's obligation to indemnify the Municipality/County for the Road Works under the provisions of this paragraph extends, Dewdney may defend such action, suit or proceedings in the name of the Municipality/County, provided that Dewdney may, in such event, elect to pay and satisfy any such claim. In such event, the Municipality/County shall inform Dewdney fully of such claims and shall afford Dewdney every co-operation in the defence of such action, suit or proceeding in regard to the Road Works.

10. Enurement

(1) The Parties agree that the covenants, rights, duties, provisos, conditions and obligations in this Agreement shall enure to the benefit of, and be binding upon, the Municipality/County and Dewdney and their respective successors and assigns.

(2) Upon the satisfaction of all or any part of the obligations under this Agreement, the Municipality/County will provide, upon the request of Dewdney, an acknowledgement to Dewdney or such other interested party as Dewdney may direct, that this Agreement has been totally or partially discharged by performance, as the case may be, and to the best of the Municipality's/County's knowledge and belief as to the status of any remaining Road Works or defaults under this Agreement. The Municipality/County shall provide such written acknowledgement within a reasonable period of time, from time to time, at Dewdney's reasonable request.

11. Cost Recovery

In the event the Municipality rezones any property fronting on Ledge Road or Quarry Road to permit the establishment of a pit or quarry, then the municipality shall use its best efforts to ensure and require the owner of that property to contribute a fair and equitable share of the costs of building and maintaining the haul road. The fair and equitable share shall be based on the licence tonnage limit of any new aggregate licence. This best efforts and obligation shall run for a period of fifteen (15) years from the date of this agreement.

12. Notices

(1) Any notices to be given under this Agreement shall be delivered in person, by prepaid registered mail or by confirmed facsimile transmission as follows:

To Dewdney:

Dewdney Mountain Farms Limited
543 Ledge Road
Trent Lakes, Ontario
K0M 1A0

To the Municipality of Trent Lakes:

701 County Road 36, Box 820, Bobcaygeon, ON K0M 1A0, fax (705) 738-3801

To the County of Peterborough:

County of Peterborough, 470 Water Street, Peterborough, Ontario K9H 3M3
Tel: 705-743-0380, Toll Free: 1-800-710-9586, Fax: 705-876-1730,

In the case of a notice required by this Agreement to be given to a specific official of the Municipality/County, the notice shall be made to the attention of such official.

(2) In the event that a notice is delivered in person, the Party receiving the notice shall forthwith acknowledge receipt of the notice by signing a form of acknowledgement of receipt. In that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a Party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit or statutory declaration of service and the notice shall be deemed to have been received on the date of service as set out in such affidavit or statutory declaration, as the case may be. In the event that notice is sent by facsimile transmission, notice shall be deemed to have been received on the day the written transmission confirmation sets out that the facsimile transmission was sent.

(3) If a notice is to be delivered during any interruption in the postal service, notice shall be delivered in person or by facsimile transmission to any Party at its respective address and facsimile number.

13. Jurisdiction to enter into Agreement

The Parties agree and acknowledge that each is satisfied as to the capacity of the other to enter into this Agreement. Dewdney therefore covenants and agrees that it shall not question the jurisdiction of the Municipality/County to enter into this Agreement nor question the legality of any portion of this Agreement. The Municipality/County agrees it shall not question the jurisdiction of Dewdney to enter into this Agreement nor question

the legality of any portion of this Agreement. The Parties, their successors, assigns and sublessees are and shall be estopped from contending otherwise in any proceeding before a court of competent jurisdiction.

14. Severance of provisions

If any individual provision(s) of this Agreement is or are determined by a court of competent jurisdiction to be illegal or beyond the power, jurisdiction or capacity of any party bound by this Agreement, such provision shall be severed from this Agreement if both Dewdney and the Municipality/County agree and the remainder of this Agreement shall continue in full force and effect, *mutatis mutandis*. In such case, Dewdney and the Municipality/County agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out in this Agreement.

15. Interpretation

(1) The headings in the body of this Agreement form no part of this Agreement and are inserted for convenience of reference only.

(2) Unless the context otherwise requires, the terms used in this Agreement shall have the same meaning as the same terms have in Municipal By-law No. ____-____, as amended or re-enacted from time to time.

(3) This Agreement shall be construed with all changes in number and gender as may be required by the context.

(4) Time shall be of the essence of this Agreement.

(5) The failure of the Municipality/County at any time to require performance by Dewdney of any obligation under this Agreement shall in no way affect the Municipality's/County's right to enforce such obligation nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation under this Agreement at any later time.

(6) Whenever the provisions of this Agreement require an approval from or consent of any official of the Municipality, in the event that Council deems it appropriate, the approval or consent may be given by any other official of the Municipality/County or may include the approval or consent of the Council.

16. Force majeure

Notwithstanding anything to the contrary in this Agreement, if Dewdney or the Municipality/County is bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts of public enemy, war, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its default and not available by the exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause exists. The Party so delayed shall and is entitled, without being in breach of this

Agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.

17. Enforcement

(1) Dewdney agrees that the Road Works required by this Agreement shall be provided and, until assumed by the Municipality/County, maintained by Dewdney at its sole risk and expense and to the satisfaction of the Municipality/County.

(2) Dewdney agrees that upon failure by it to do any act that is required by this Agreement, the Municipality/County may, in addition to any other remedy under this Agreement, enter upon the Haul Road ~~Lands~~ if necessary and do the said act at Dewdney's expense and collect the costs from the Lands in a like manner as municipal taxes as provided for in s. 446 of the *Municipal Act, 2001*.

(3) Dewdney consents to the registration of this Agreement against the title to the Lands and Dewdney agrees to pay all costs with respect to the registration of this Agreement and any other required documents, including but not limited to any applicable search and registration fees.

18. General

(1) This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

(2) No Amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

(3) This Agreement constitutes the entire agreement between the Parties. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

(4) This Agreement shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Dewdney may assign or transfer this Agreement without the prior consent of the Municipality/County.

(5) This Agreement may be executed in counterparts, including by PDF or facsimile counterpart.

19. Attachments to this Agreement

For ease of reference, the Parties acknowledge that the following schedules are attached to and form part of this Agreement:

- (a) Schedule "A" — Legal Description of Lands;
- (b) Schedule "B" — Dewdney Mountain Quarry Road Improvement Drawing, Lakeview Engineering Inc., June 2020, Sheets 1 – 18; and

(c) Schedule "C" — Haul Route Noise Impact Assessment Report For The Proposed Dewdney Mountain Farms Quarry 'No Mitigation' Option, Municipality of Trent Lakes, Hugh Williamson Associates Inc. 25 May 2020.

20. Commencement

This Agreement shall commence on the date of its execution and delivery by Dewdney and the Municipality.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

DEWDNEY MOUNTAIN FARMS LTD.

Per:

Name:

Title:

Name:

Title:

THE CORPORATION OF THE MUNICIPALITY
OF TRENT LAKES

Per:

Bev Matthews, *Mayor*

Jesse Clark, *Clerk*

THE CORPORATION OF THE COUNTY OF
PETERBOROUGH

Per:

_____; *Warden*

_____: *Clerk* |

[m1]

SCHEDULE "A"

Legal Description of Lands

Lot 28 and Part of Lots 29 and 30, Concession 15, geographic Township of Harvey, being Parts 1, 2 and 3, Plan 45R15569; subject to an easement over Part of Lots 29, 30, Concession 15, geographic Township of Harvey, Part 2, Plan 45R15569 in favour of Part of Lots 29 and 30 and all of Lot 31 and 32, Concession 15, geographic Township of Harvey, except Parts 1, 2 and 3, Plan 45R15569 as in PE200588; in the Municipality of Trent Lakes, in the County of Peterborough, being all of PIN 28368-0108 (LT).

*Note: The Lands described above consist of those lands which Dewdney owns comprising the quarry lands. The Road Works are being completed at the intersection of County Road 36 and Quarry Road and along the Municipal road allowances of Quarry Road and Ledge Road comprising the Haul Road.

SCHEDULE "B"

**Dewdney Mountain Quarry Road Improvement Drawing,
Lakeview Engineering Inc. June 2020
Sheets 1 - 18.**

SCHEDULE "C"

Haul Route Noise Impact Assessment Report For The Proposed Dewdney Mountain Farms
Quarry 'No Mitigation' Option, Municipality of Trent Lakes, Hugh Williamson Associates Inc.
25 May 2020