

AFFORDABLE RESIDENTIAL UNIT GROWTH-RELATED DEVELOPMENT FEES EXEMPTION AGREEMENT

This Agreement is made the _____ day of _____ 20__.

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Region")

-and-

THE TOWN OF WHITBY

("the Town")

-and-

XXXXXXXXXXXX

(the "Owner")

WHEREAS:

the Development Charges Act, 1997, S.O. 1997, c. 27 (the "DC Act") authorizes municipalities to pass a by-law for the imposition of development charges against land;

Regional Council pursuant to the DC Act enacted By-Law Numbers 42-2023, 39-2022, 2024-029, and 86-2001 (which terms shall include any amendments or successors thereto), which impose development charges and provide for the payment of development charges ("Regional DC By-laws");

the Council of the Town of Whitby, pursuant to the DC Act, enacted By-Law Number 7748-21 (which terms shall include any amendments or successors thereto), which imposes development charges and provides for the payment of development charges ("the Town DC By-law");

the Owner is the registered owner of the property municipally known as **[insert address]** and legally described as set out in Schedule A to this agreement (the "Property");

the Owner proposes to build a development at the Property that will include affordable residential unit(s), as defined in the DC Act ("Development");

section 4.1 of the DC Act exempts development charges for residential units that are intended to be an affordable residential unit for a period of 25 years or more from the time the unit is first rented or sold; and,

section 4.1 of the DC Act requires that the Owner enter into an agreement that requires the residential unit that is receiving the development charges exemption to be an affordable residential unit for a period of 25 years or more.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) of lawful Canadian currency paid by the Parties to each other, the mutual obligations and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

DEFINITIONS

1. In this Agreement, the following terms have the following respective meaning:

- (a) "DC Act" means the Development Charges Act, 1997, S.O. 1997, c. 27, as amended.
- (b) "Affordable Residential Unit" means a residential unit that at all times meets the criteria set out in section 4.1 of the DC Act and is rented or sold in accordance with this Agreement.
- (c) "Affordable Residential Units Bulletin" means the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", as amended, which is published by the Minister of Municipal Affairs and Housing.
- (d) "Building Permit" is the first building permit issued pursuant to the Building Code Act, S.O. 1992, c. 23 for the residential unit[s] the Owner proposes to build in respect of which development charges are payable. For greater clarity, this includes conditional building permits.
- (e) "Land Titles Act" means the Land Titles Act, R.S.O. 1990, c. L.5, as amended.
- (f) "Monthly Rent" means the monthly Rent for which a property can be leased, as designated according to the unit type in the Affordable Residential Units Bulletin, as amended.
- (g) "Mortgages Act" means the Mortgages Act, R.S.O. 1990, c. M.40, as amended.
- (h) "Municipalities" means the Region and the Town, collectively.
- (i) "Owner" means [XXXXXX] and its agents, heirs, administrators, successors and permitted assigns.
- (j) "Parties" means the Region, the Town and the Owner, collectively.
- (k) "Planning Act" means the Planning Act, R.S.O. 1990, c P.13, as amended.
- (l) "Purchase Price" means the price for which a property can be sold during the year, as designated according to the unit type in the Affordable Residential Units Bulletin, as amended.
- (m) "Rent" means the amount paid by for the lease of a unit, exclusive of any utilities (heat, hydro, water) and maintenance fees charged to the tenant.
- (n) "Sale Price" means the actual amount for which a property is sold, as listed on the agreement of purchase and sale for the property and verified again at the time of ownership transfer on any relevant transfer documents.
- (o) "Transfer" means the sale, transfer, conveyance or any other disposition of the Affordable Residential Units or any portion thereof or any interest therein but shall not include (i) the giving of a mortgage or charge of the Affordable Residential Units, other than a sale or disposition of the Affordable Residential Units by a mortgagee or chargee under the terms of such mortgage or charge and an application by a mortgagee or chargee (or assignee thereof) to foreclose the equity of redemption of the mortgagor or chargor in the

Affordable Residential Units (ii) any expropriation in favour of, or conveyance to, the Region and/or the Town in connection with the Development (iii) any conveyance given for no consideration (including without limitation, an easement or right in the nature of an easement) in favour of any other governmental authority (including without limitation, any utility supplier) having jurisdiction (other than the Region and/or the Town) in connection with the Development (iv) sale or transfer to a parent, subsidiary, associate or affiliate corporation of which has agreed in writing to assume all the obligations of the Owner under this agreement (v) sale or transfer to or a partnership of which at least twenty-five percent (25%) of which is composed of a parent, subsidiary, associate or affiliate corporation of the Owner, provided that (A) the parent, subsidiary, associate or affiliate corporation, as applicable, maintains voting control and veto rights in respect of all material decisions relating to the Development and (B) the parent, subsidiary, associate or affiliate corporation or parties to the partnership, as applicable, agree in writing to assume all of the obligations of the Owner under this Agreement and/or (vii) a corporation formed as a result of a merger or amalgamation of the Owner with another corporation or corporations, provided that such corporation agree in writing to assume all of the obligations of the Owner under this Agreement.

AFFORDABLE RESIDENTIAL UNITS

2. The Owner agrees to construct [insert number] Affordable Residential Units in the Development at the Property. This obligation to construct does not enure upon subsequent Owners.
3. The Owner agrees that it will not:
 - a. Rent an Affordable Residential Unit covered by this Agreement for a greater amount than the applicable Monthly Rent in the Affordable Residential Units Bulletin.
 - b. Sell an Affordable Residential Unit covered by this Agreement for a greater amount than the applicable Purchase Price designated in the Affordable Residential Units Bulletin.

during the term of this agreement, and to maintain their status as Affordable Residential Units throughout that period.
4. The Owner agrees that any party renting or purchasing the Affordable Residential Units shall be at arm's length from the Owner. This obligation shall enure upon any subsequent Owners of an Affordable Residential Unit during the term of this Agreement.
5. The Owner agrees that any Affordable Residential Unit used for rental purposes must contain clauses within the lease agreement to ensure that:
 - a. A leased unit cannot be sublet for an amount greater than the combined Rent, utilities, and maintenance fees being charged to the leaseholder.
 - b. A leased unit cannot be used for any purpose which would frustrate the goal of providing affordable housing, including but not limited to providing temporary accommodation through services such as Airbnb.

DEVELOPMENT CHARGE EXEMPTION FOR AFFORDABLE RESIDENTIAL UNITS

6. The Parties agree that the amount of development charges which would be payable under the Municipalities' respective development charge by-laws for the Affordable Residential Units but for the exemption under the DC Act are as follows:

DC Rates as of [date]	One-Bedroom or Bachelor Apartment	Two-Bedroom Apartment	Three-Bedroom Apartment
Total Affordable Rental Units	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Durham Region Development Charge ¹	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
XXXXXXXXXX Development Charge ¹	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for Rental Units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total Affordable Ownership Units	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Durham Region Development Charge	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
XXXXXXXXXX Development Charge	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for Ownership Units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for all units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX

¹ These are the posted rates for the Town and Region, less the prescribed discount for rental housing development pursuant to section 26.2 of the DC Act.

7. The Parties agree that the Owner shall be exempt from paying the amount of development charges for the Development set out in section 6 above, subject to the Owner complying with the terms and conditions of this Agreement and the requirements under the DC Act for Affordable Residential Units.
8. The Owner acknowledges and agrees that this Agreement applies solely to the Affordable Residential Units and does not apply to any other residential unit, building or structure on the Property. For greater certainty, the Owner shall pay development charges for any unit that is not an Affordable Residential Unit in the Development on the terms set out in the Regional DC By-law and the Town DC By-law.

OTHER COST RELIEF FOR AFFORDABLE RESIDENTIAL UNITS

9. The Parties agree that the amount of Community Benefit Charges and Cash in Lieu of Parkland Dedication that would be payable under the authority of section 37 and section 51.1 of the Planning Act are as follows:

A - Total Number of Residential Units for the Development	XX
B - Less: Affordable Residential Units	XX
C - Number of Non-ARU Units Subject to Community Benefits Charge (C = A – B)	XX
D – Percentage of Non-ARU Units to Total Number of Residential Units (D = C/A)	XX%

E - Community Benefits Charge (full amount) otherwise payable	\$XX
F – Pro-Rated Community Benefits Charge Payable ($F=E * D$)	\$XX
G – Pro-Rated Community Benefits Charge Exempted in accordance with this Agreement ($G = E - F$)	\$XX

A - Total Number of Residential Units for the Development	XX
B - Less: Affordable Residential Units	XX
C - Number of Non-ARU Units Subject to Community Benefits Charge ($C = A - B$)	XX
D – Percentage of Non-ARU Units to Total Number of Residential Units ($D = C/A$)	XX%
E – Cash-in-Lieu of Parkland Dedication (full amount) otherwise payable	\$XX
F – Pro-Rated Cash-in-Lieu of Parkland Dedication Payable ($F=E * D$)	\$XX
G – Pro-Rated Cash-in-Lieu of Parkland Dedication Payable Exempted in accordance with this Agreement ($G = E - F$)	\$XX

- 10.** The Parties agree that the Owner shall not be required to pay the amounts set out in section 9 above, subject to the Owner complying with the terms and conditions of this Agreement and the requirements under sections 37 and 51.1 of the Planning Act for Affordable Residential Units.
- 11.** The Owner acknowledges and agrees that this Agreement applies solely to the Affordable Residential Units and does not apply to any other residential unit, building or structure on the Property. For greater certainty, the Owner shall pay Community Benefit Charges and Cash in Lieu of Parkland Dedication for any unit that is not an Affordable Residential Unit in the Development.

VERIFICATION AT OCCUPANCY

- 12.** The Owner shall provide rent rolls, lease agreements, agreements of purchase and sale, or other satisfactory documentation to the Treasurers of the Municipalities at time of occupancy, verifying that the units meet the criteria for Affordable Residential Units.

VERIFICATION WHEN OWNERSHIP CHANGES

- 13.** The Owner shall provide documentation to the Treasurers of the Municipalities within thirty (30) days of a change in ownership which shows that the Sale Price of the unit(s) continues to meet the criteria for an Affordable Residential Unit.

VERIFICATION UPON EXECUTION OF A LEASE

- 14.** For any Affordable Housing Unit being rented, the Owner shall provide a copy of the lease agreement to the Treasurers of the Municipalities within thirty (30) days of its execution.

ANNUAL VERIFICATION OF COMPLIANCE

- 15.** The Owner shall maintain records for its Affordable Residential Units, including but not limited to lease agreements, rental receipts, agreements of purchase and sale and related documents and keep the records for at least seven (7) years.
- 16.** For any Affordable Residential Units being used as rental accommodation, the Owner shall submit an annual report to the Regional Treasurer, in a form set by the Region, by January 31st of each calendar year setting out the list of Affordable Residential Units owned by the Owner in the Development, the amount of Monthly Rent paid by each tenant for the preceding calendar year, and any other such information requested by the Municipalities.
- 17.** For any Affordable Residential Units which have undergone a change in ownership in the preceding year, the Owner shall submit an annual report to the Regional Treasurer, in a form set by the Region, by July 1st of each calendar year listing each property, their Sale Price, and any other such information requested by the Region.
- 18.** The Owner shall provide all reasonable assistance to the Municipalities for purposes of verifying the Owner's compliance with this Agreement, including but not limited to providing any other information and documents as requested by the Municipalities within thirty (30) calendar days of the written request by one or both of the Municipalities and permitting the Municipalities to review any records, including lease agreements entered into with the tenants, to verify and confirm that the Affordable Residential Units remain in compliance with the requirements of the DC Act and this Agreement.
- 19.** The Owner shall provide to the Treasurers of the Municipalities the following information:
 - (a) prompt notice of the date that each Affordable Residential Unit is first occupied;
 - (b) prompt notice of any proposed change in the nature or scope of ownership of the Affordable Rental Units or the Development;
 - (c) prompt notice of the intended sale of any Affordable Residential Unit(s), and prompt notice of the Sale Price once the ownership of the unit(s) has changed;
 - (d) prompt notice of any act or event which does or may materially and adversely affect the ability of the Owner to perform its obligations under this Agreement or the rental of the Affordable Residential Units;
 - (e) immediate notice of the occurrence of any breach of any term or condition on this Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and,
 - (f) such other information as the Municipalities may from time-to-time reasonably request from the Owner.

TERM OF THE EXEMPTION

- 20.** This Agreement shall take effect on the Effective Date. The exemptions and cost relief under this Agreement shall remain in effect until the earlier of:

- (a) The twenty-fifth (25th) anniversary of the date the last Affordable Residential Unit is occupied (the "Term") at the Development.
- (b) One year after the twenty-fifth (25th) anniversary of the date the first Affordable Residential Unit is occupied (the "Term") at the Development.

unless terminated earlier in accordance with the provisions of this Agreement.

REGISTRATION OF AGREEMENT

- 21.** The Town shall prepare and register the Agreement against the title to the Property at the Owner's expense and provide written confirmation to the Owner's solicitor that the Agreement has been registered, together with a copy of the registered instrument within thirty (30) calendar days of the Effective Date. The Agreement shall have priority on title and shall not be released from title to the Property, except as permitted pursuant to section 23 below. Any release of this Agreement from title to the Property without the consent of the Municipalities shall be treated as an Event of Default.
- 22.** Following the expiry of the term of the Agreement, the Owner may submit a written request to the Municipalities to have the Agreement discharged from the title to the Property and the Municipalities shall consent to and discharge this Agreement from title to the Property should all the obligations of this Agreement have been fulfilled.
- 23.** The Parties agree that the Property upon which this Agreement may be registered cannot be transferred without the consent of the Municipalities, acting reasonably.
- 24.** The Parties agree that the Municipalities may register a caution, restriction or such other notice against the Property as may be permitted by section 118 of the Land Titles Act, or any other provisions of the Land Titles Act including but not limited to registering the Agreement by virtue of a notice pursuant to section 71 of the Land Titles Act on the Property, or by such other legislation that may be applicable to the title to the Property or by such other manner as a court of competent jurisdiction may determine.

COSTS

- 25.** Without limiting any of its covenants and obligations set out elsewhere in this Agreement, the Owner agrees to pay all costs and expenses in connection with:
 - (a) the registration and discharge of this Agreement, caution, restriction, and/or notice on title to the Property;
 - (b) the preparation of consents to this Agreement;
 - (c) the preparation of assumption agreements for this Agreement;
 - (d) the applicable administrative fee in accordance with the policies of each Municipalities Councils; and
 - (e) without limiting the generality of the foregoing, all legal costs and expenses incurred by the Municipalities in the event that it takes any legal action in response to any Event of Default, or as it may otherwise take to enforce the Municipalities' rights under this Agreement.

EVENTS OF DEFAULT

26. Each of the following shall be considered an Event of Default (each, an “Event of Default”) under this Agreement:

- (a) if default shall have occurred in the performance of any covenant, agreement or undertaking of the Owner contained in this Agreement and such default shall have continued for a period of not less than thirty (30) calendar days after notice thereof shall have been given to the Owner, as applicable, by the Municipalities;
- (b) the Property or any part thereof is transferred, and the Transferee fails to enter into an assumption agreement for this Agreement as required by this Agreement, prior to the date of transfer;
- (c) if a Building Permit is not issued;
- (d) the Owner fails to provide information within the timelines of this agreement or provides false or misleading information to the Municipalities to verify compliance or in any information or documents requested as part of verification of compliance with this Agreement; or,
- (e) the Owner structures financial transactions (including lease agreements and agreements of purchase and sale) that undermine or circumvent the objectives of providing affordable housing. This includes, but is not limited to, transactions and agreements that include cash and non-cash consideration.

REMEDIES

27. Upon the occurrence of an Event of Default, the Municipalities may, by providing notice to the Owner, terminate this Agreement.

28. Upon the occurrence of an Event of Default, the amounts set out in sections 6 and 9 shall become due and payable by the Owner immediately, or in accordance with the applicable Act if any other exemptions or deferrals apply. The Owner acknowledges and agrees that this Agreement shall be treated as an alternative payment agreement under section 27 of the DC Act for the purposes of the development charges.

29. If any Affordable Residential Unit is damaged by fire, explosion, flood or any other unavoidable catastrophe to such an extent as to render it uninhabitable, the Municipalities shall not terminate this Agreement as it applies to the damaged Affordable Residential Unit, provided that the Owner proceeds diligently to repair, restore and make habitable the damaged Affordable Residential Unit.

30. The Parties agree that the amounts to be payable by the Owner in the Event of Default shall be the lesser of:

- a) The charges found in section 6 and section 9 of this agreement, pro-rated with the addition of interest accrued, from the date a building permit is first issued, at the maximum prescribed rate in accordance with the DC Act.
- b) The applicable Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedication at the time of default for the Affordable Residential Units covered by this Agreement.

31. Any pro-rating under this agreement will be calculated by subtracting from the amount of charges for each Affordable Housing Unit in section 6 and section 9 in default one twenty-fifth (1/25) of the amounts owed under section 6 and section 9 of this Agreement for each full calendar year that has elapsed during the Term. No pro-rating will be given for partial calendar years.
32. If the amounts owing are not fully paid after ninety (90) calendar days of the Owner receiving written notice of an Event of Default, the unpaid amounts may be added to the tax roll and be collected in the same manner as taxes in accordance section 32 of the DC Act.
33. In addition, if an Event of Default occurs, the Municipalities may jointly or severally, in their unfettered discretion, exercise any right of recourse and/or proceed by any action, suit, remedy or proceeding against the Owner authorized or permitted by law for the recovery of the development charge and any other amounts payable to the Municipalities under this Agreement.
34. For greater certainty, it is expressly understood and agreed that the rights and remedies of the Municipalities under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity. No remedy for the enforcement of the rights of the Municipalities shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. No delay or omission by the Municipalities in exercising any such right or remedy shall operate as a waiver of them or any other right of remedy.

SUCCESSORS AND ASSIGNS

35. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successors by reason of amalgamation or statutory arrangement) and permitted assigns.
36. The Owner agrees that it will not transfer the Property or any interest therein to any other party (the "Transferee") unless the Transferee enters into an agreement with the Municipalities in a form and substance satisfactory to the Municipalities whereby the Transferee agrees to observe all the Owner's covenants, agreements and obligations under this Agreement as if the Transferee was an original party hereto. This obligation is effective upon each and every subsequent transferee under this Agreement.
37. The Owner shall notify the Municipalities of any transfer of the Property or application made for consent to sever the Affordable Residential Unit(s), including by way of subdivision or condominium approval.

INDEMNIFICATION BY OWNER

38. The Owner hereby agrees that it shall keep harmless, defend and fully indemnify the Municipalities, and their elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the obligations of the Owner hereunder; and
- (c) death or economic loss, caused by or in any way related to any of the Owner's obligations under this Agreement;

provided that the Owner shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

NOTICE

39. Any notice under this Agreement shall be deemed to have been given if delivered personally or mailed by registered mail to:

- (a) The Region:
The Regional Municipality of Durham
605 Rossland Road East
Whitby, ON L1N 0B7
Attention: Commissioner of Finance and Treasurer
- (b) The Town:
Town of Whitby
575 Rossland Road East
Whitby, ON L1N 2M8
Attention: Commissioner, Financial Services & Treasurer

The Owner:

or to such other address which the Parties to be notified shall have given written notice to the other Parties.

40. Notice shall be deemed to have been given and received on the day on which it was delivered (or if such day is not a business day, on the next following business day) or three (3) calendar days following the date of mailing, as the case may be.

INDEPENDENT LEGAL ADVICE

41. The Owner acknowledges and confirms that they have been advised by the Municipalities to consult a lawyer before executing this Agreement. The Owner further acknowledges and agrees that independent legal advice has been obtained with respect to the terms of this Agreement or independent legal advice has been declined. Nevertheless, the Owner herein acknowledges that they have read this Agreement, understand the terms and conditions and the Owner's rights and obligations under this Agreement and agree to be bound by same.

AGREEMENT NOT WAIVER

42. This Agreement is made entirely for the convenience and benefit of the Owner and is in no way to be construed as a waiver or surrender of any rights or remedies that the Municipalities may have to recover the Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedications by any lawful means from present and future owners of the Property or as taxes upon the Property.

RELATIONSHIP OF THE PARTIES

43. This Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. The Owner acknowledges and agrees that the Owner shall be solely and fully responsible for the construction of the Affordable Residential Unit(s) as part of the Development.
44. The Owner acknowledges that the Owner shall be solely and responsible for all matters pertaining to the rental or sale of the Affordable Residential Unit(s).

ENTIRE AGREEMENT

45. This Agreement and its Schedules constitute the entire Agreement between the Parties with respect to all matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof and may not be amended or modified in any respect except by a written agreement signed by both Parties.

SEVERABILITY

46. If any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it and shall remain in force and be binding on the Parties.

GOVERNING LAW

47. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the exclusive jurisdiction of the applicable courts in the Regional Municipality of Durham.

FREEDOM OF INFORMATION AND PROTECTING PRIVACY

48. The Owner acknowledges that the Municipalities are bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended, and that this Agreement and any information provided to the Municipalities in connection with the Affordable Residential Unit or in connection with this Agreement may be subject to disclosure in accordance with such Act.

COUNTERPARTS

- 49.** This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

SCHEDULES

- 50.** The following Schedules attached or referred to in this Agreement are an integral part of this Agreement:

Schedule "A"	Legal Description of the Property
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[Signature Page to Follow]

IN WITNESS WHEREOF the Parties have respectively executed and delivered this Agreement as of the date of the last signature below (“Effective Date”).

Date

**THE REGIONAL MUNICIPALITY OF
DURHAM**

Per _____
Name:
Title:

Per _____
Name:
Title:

Date

THE TOWN OF WHITBY

Per _____
Name:
Title:

Per _____
Name:
Title:

Date

[OWNER]

Per _____
Name:
Title:

Per _____
Name:
Title:

SCHEDULE A
LEGAL DESCRIPTION OF THE PROPERTY