

24. UBID agrees to give reasonable consideration to the studies and reports submitted by the Developer under section 23 of this Agreement, including proposals for the expansion of UBID's water service through the addition of such other potable water sources as may be approved or permitted under applicable laws, and as may be necessary for the development of further portions of the Developer's Lands following the Initial Phase. For certainty:

- a. any proposals for the expansion of UBID's water service shall be subject to the approval of the UBID Board of Trustees being obtained; and
- b. UBID's approval of any expansion of its water service shall be subject to the Developer's agreement to be responsible (subject to any CEC credits that are available) for all associated costs, including infrastructure costs, and the cost of obtaining all necessary tenures, rights of way, licences and regulatory approvals.

25. The Developer further agrees to transfer to UBID that portion of the Developer's Lands shown in the approximate location on the sketch plan attached hereto as Schedule A-3 and consisting of approximately one (1) hectare (the "**Fire Hall Lands**"), as the site of the new UBID Fire Hall. The Developer will apply to subdivide the Fire Hall Lands under section 99(1)(h)(ii) of the *Land Title Act* and concurrently with the registration of the reference plan under section 99(1)(h)(ii) of the *Land Title Act* will transfer the Fire Hall Lands to UBID for consideration of \$1.00, free and clear of all encumbrances except non-financial encumbrances that UBID, acting reasonably, agrees will not interfere with its use of the Fire Hall Lands for their intended purpose. The Developer and UBID agree to take all steps necessary to effect the subdivision and transfer of the Fire Hall Lands on or before the date that is two years after the date of this Agreement. The Developer will not receive any credit from UBID against capital expenditure charges or other fees or expenses in exchange for the transfer of the Fire Hall Lands to UBID. UBID will be responsible for all costs associated with the transfer of the Fire Hall Lands from the Developer's Lands, including all survey costs, Land Title Office registration fees and applicable taxes, with the exception of the legal and approval expenses incurred by the Developer in connection with completing the transfer of the Fire Hall Lands from the Developer's Lands.

26. Notwithstanding section 25 of this Agreement, the Developer will be responsible at its sole cost for servicing the Fire Hall Lands with telecommunications, hydro, water, sanitary and storm sewer, highway access, and natural gas services up to the boundary of the Fire Hall Lands, and not later than two years after the date the Fire Hall Lands are subdivided and transferred to UBID. As an exception to the foregoing, the Developer shall not be responsible to provide services that cannot then be made available to the Fire Hall Lands on a commercially reasonable basis.

27. For certainty, nothing in this Agreement shall fetter the discretion of the UBID Board of Trustees in the exercise of their statutory powers, duties and functions. Additionally, nothing in this Agreement:

- a. operates as a contractual promise, representation or warranty that UBID now has, or in the future will have, a sufficient supply of water within its water service to service the development of all or any part of the Developer's Lands;