

THE CORPORATION OF THE TOWN OF GEORGINA
Piles Development (Keswick 5) Corp. and Piles Development
(Keswick 4) Corp.

GLENWOODS AVENUE
PART OF LOT 6, CONCESSION 3 (NG)
PARTS 2 TO 5, 18 TO 24, 29, 30, 44 AND 45, PLAN 65R31761

DEVELOPMENT AGREEMENT

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Agreement Drafted: March 23, 2023

Revised:

THIS AGREEMENT made in duplicate, this ____ day of _____, 2023.

B E T W E E N:

PILES DEVELOPMENT (KESWICK 4) CORP., a company duly incorporated under the laws of the Province of Ontario,

hereinafter called the "PILES 4"

OF THE FIRST PART:

and --

PILES DEVELOPMENT (KESWICK 5) CORP., a company duly incorporated under the laws of the Province of Ontario,

hereinafter called the "PILES 5"

OF THE FIRST PART:

and --

THE CORPORATION OF THE TOWN OF GEORGINA,

hereinafter called the "TOWN"

OF THE SECOND PART:

WHEREAS the Piles 4 and Piles 5 (collectively the "Owners") are the registered Owners of certain Lands in the Town of Georgina, specifically, PIN 03476-1388 and PIN 03476-1389, and as more particularly described in Schedule "A" attached hereto and referred to as the Lands;

AND WHEREAS the Piles 5 has applied to the Town for consent to sever a portion of the Lands;

AND WHEREAS the Town requires that the Owners enter into this Agreement to satisfy a condition included in the Notice of Decision, dated January 23, 2023, approving the severance of the Lands;

AND WHEREAS the Council of the Town enacted By-law Number 2023-____ on June 7th, 2023 to authorize the execution of this Agreement respecting the construction of a road connecting Glenwoods Avenue into the interior Craft site;

AND WHEREAS the Town requires as a condition of development the installation of a driveway on the Lands to allow access into the integrated shopping centre which the Lands are a part of and for truck turning manoeuvres as shown on the Engineer's Drawing attached hereto as Schedule "C";

AND WHEREAS this Agreement contains a number of covenants, conditions, restrictions and requirements that the Owners have agreed to perform and comply with in relation to the implementation of the development of the road; and

AND WHEREAS the Owners and the Town have agreed to set out and be bound by the terms and conditions contained in this Agreement.

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto the said parties covenant and agree, each with other, as follows:

PART I DEFINITIONS AND SCOPE OF AGREEMENT:

1.1 Definitions

In this Agreement:

- a) **"Agreement"** means this Development Agreement and the schedules attached hereto;
- b) **"Director"** means the Director of Development Services of the Town of Georgina or persons so designated to act on his behalf;
- c) **"Engineer"** means a Professional Engineer retained by the Owner in accordance with Part II;
- d) **"Lands"** means the lands and premises described in Schedule "A", all of which are, as of the date of this Agreement, owned by the Owner.;
- e) **"Owner"** means the registered owner of the Lands;
- f) **"Town"** means the Corporation of the Town of Georgina;
- g) **"Works"** means all design and construction of the proposed private road and related sidewalk on the west side of the private road, as shown on Schedule "D" to this Agreement

1.2 Lands Affected

This Agreement applies to the Lands, which lands are contained in the Draft Reference Plan set out in Schedule "A". The registered ownership of the Lands is confirmed by the Owner's solicitor in the Certificate attached hereto as Schedule "B".

1.3 Scope of Agreement

The Owners agree to construct and complete at its expense and in a good and workmanlike manner, all the Works as hereinafter set out in Schedule “D”. The Works shall be constructed in accordance with accepted engineering practices to the satisfaction of the Director and the Owners shall complete using a qualified contractor. The parties acknowledge and agree that this Agreement relates to the proposed Development on the Lands described in Schedule “A” attached hereto.

1.4 Duties and Obligations

This agreement shall define the obligations and duties of the Owners with respect to the Works related to Development of the Lands and specifications thereof and payments required to be made to the Town and such other matters more specifically set out herein.

PART II ENGINEERING CONSULTANT

The Owner agrees that a Professional Engineer shall be retained. The Engineer shall carry out all work necessary to supervise the design, layout, inspection and maintenance required for the construction of the Works and to remedy any defects as required. The Engineer or a successor thereto shall continue to be retained by the Owner or its designate until the Works provided for in this Agreement are completed and formally accepted by the Town.

PART III FINANCIAL PAYMENTS AND SECURITY

3.1 Payments to the Town

The Owners agree to pay to the Town the amounts set out in Schedule “F” hereto.

The Owners agree that in the event the proceeds received by the Town pursuant to Schedule “F” are not required, or likely to be required wholly, or in part, by reason of the Owners undertaking this development, such proceeds may then be expended for such other general or specific purposes that the Town shall, at its absolute discretion, determine.

3.2 Tax Arrears

The Owner covenants and agrees to pay all arrears of taxes outstanding against the Lands, prior to the execution of this Agreement by the Town.

3.3 Designated Charges and Imposed Rates

The Owner agrees to commute and pay forthwith, prior to the execution of this Agreement by the Town, designated charges and imposed rates now or to be assessed and levied upon the lands within the said plan, including but not limited to levies under the *Ontario Water Resources Act*, the *Public Utilities Act*, the *Municipal Drainage Act* and the *Municipal Act*.

3.4 Lawful Levies and Rates

The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said lands on the basis and in accordance with the assessment and collector's roll entries until such time as the Lands has been subdivided and has been assessed and entered on the collector's roll according to the Registered Plan.

Notwithstanding the Works to be constructed and installed by the Owner, the services to be performed, and the payments to be made by the Owner pursuant to this Agreement, the Lands shall remain liable in common with all other assessable property in the Town to all lawful rates and levies of the Town.

Interest shall be payable by the Owner to the Town on all sums of money payable under this Agreement, which are not paid within thirty (30) days from the due date. The rate of interest payable shall be fifteen percent (15%) per annum.

3.5 Securities for Road Fouling Deposit

Prior to execution of this Agreement, the Owner agrees to make a cash deposit or provide the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit in the amount of twenty five thousand dollars (\$25,000.00) to the Town which may be used by the Town to clean any streets leading to the site which have been fouled or to repair any damage to streets and appurtenances thereon leading to the subdivision which has been caused by the operations of the Owner, its contractors, agents or workers. This security may also be drawn upon by the Town for the purpose of ensuring overall site maintenance and site stabilization upon the Lands as may be deemed necessary by the Director.

3.6 Release of Securities

All securities provided pursuant to Clauses 3.6 of this Agreement shall only be released at the Owners' request upon satisfactory completion of the Works as certified by the Consultant and accepted by the Director.

3.7 Security Maintenance

The Owner agrees that in the event that the Town draws upon any security pursuant to this agreement the Owner shall re-establish the total aggregate amount of that security or securities within ten (10) days of the date upon which the security

or securities are drawn upon, failing which the Owner shall be in default under this Agreement.

PART IV LIABILITY INSURANCE AND INDEMNITY

4.1 Liability Insurance

Prior to execution of this Agreement by the Town, the Owner or its designate covenants and agrees to supply the Town:

- a) General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in a form satisfactory to the Town's Solicitor, including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, non-owned automobile and the policy must contain a cross liability/severability of interest clause. The Town shall be named as an additional insured.
- b) The policy shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- c) In the event that the Owner fails to maintain insurance as required under this Agreement, the Town shall have the right to obtain and maintain such insurance and the Owner must pay to the Town within fourteen (14) days all costs incurred by the Town to obtain and maintain such insurance.
- d) Evidence of insurance must be satisfactory to the Town and shall be provided prior to the commencement of Works and shall remain in effect until completion of the Works.
- e) The Owner may be required, as determined solely by the Director, to provide and maintain additional insurance coverage(s), which are related to this Agreement

4.2 Indemnification

The Owner shall indemnify and save harmless the Town and its officers, employees, agents and elected and appointed officials from and against all claims, demands, losses, damages, costs (including reasonable legal costs), actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever, arising in relation to the project, including, without limitation, the construction and/or maintenance of all or any of the Works or the lack of maintenance of such Works by the Owners in accordance with this Agreement, from the date of commencement of any Works until final acceptance thereof by the Town.

PART V CONSTRUCTION OF PRIVATE ROAD

5.1 Property Condition Survey

No Works, or the preparation of any lands, in anticipation of the commencement of the Works, shall be undertaken until a building survey is completed on all existing buildings located along the road frontage, vibration monitoring has been installed by a geotechnical consultant and the Director has approved the Contractor, sub-contractors, and drawings as submitted by the Engineering Consultant.

5.2 Construction of All Works

The Owners hereby covenant and agree to construct all Works in accordance with the drawings submitted by the Engineering Consultant, as approved, Schedules "C" and "D" attached hereto and further, the road shall be constructed in accordance with a lot grading and drainage plan, prepared by the Owners Engineering Consultant, and as approved by the Director of Development Services.

5.3 Construction Management Plan

Prior to the commencement of the Works, the Owners shall prepare, for the approval of the Director, a Construction Management Plan (the "CMP") which will address, at minimum, the following matters:

- Site access;
- Schedule of works
- Parking;
- Surface encroachment;
- Storage – on and off site;
- Hoarding;
- Traffic management;
- Site containment and security;
- Deliveries and removals;
- Dust control
- Noise by-law and hours of operation;
- Staging; and
- Neighborhood liaison plan and key contact information.

The Owners shall carry out all matters identified within the approved CMP.

5.4 Design and Specifications

Notwithstanding any reviews, approvals, criticisms or modifications provided by the Town or its consultants, neither the Town, the Director nor the Town's Consulting Engineer shall in any way be responsible for the design drawings or the plans and specifications and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works will function as intended and contemplated by the Town.

5.5 Earthworks Requirements

The Owner agrees that the importation of any fill material to this site shall only occur in accordance with all provisions of the By-law to Prohibit or Regulate the Removal of Topsoil, the Placing or Dumping of Fill Material and the Alteration of the Grade of Land being By-law No. 2022-0038 (REG-1), as amended and particularly Section 4 thereof.

5.6 Working Hours

The working hours are to be solely from 7:00 AM to 8:00 PM Monday to Saturday, and all activity performed on the Lands must comply with Town Noise By-Law 2003-0075 (PWE-1) as amended.

5.7 Access to the Development

The Owner covenants and agrees that access to the development during the period of construction is restricted such that access shall be by way of **Glenwoods Avenue**, or as approved by the Director.

5.8 Commencement of Construction

The Owner covenants and agrees to give to the Town seven (7) days' notice in writing of the date upon which construction shall commence of any Works.

5.9 Inspections by Director of Development Services

The Owner covenants and agrees that the Director may inspect the construction of Works, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said Works itself. If, at any time, the construction of the Works is not, in the opinion of the Director, being carried out in accordance with good engineering practice, the Director may issue instructions to the Owner and/or to the Consulting Engineer to take such steps as the Director deems necessary to procure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, in which case the Director shall confirm them in writing within forty-eight (48) hours. In the event that neither the Owner nor the Owner's engineer is present at the site of the Works to receive such verbal instruction, the Director may require the contractor, contractors or workers to cease work forthwith and the Director is hereby recognized and acknowledged is hereby authorized to order such work to cease.

5.10 Incomplete or Faulty Work

In the event that the Director deems that the Works being carried out is not in accordance with the reviewed plans and specifications, or as per the

approved construction schedule, the Director may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to Section 3 of this Agreement for the purpose of securing the site, if required, and for the purpose of protecting public safety. In the event that the Director has ordered a stop of the Works, the Director shall give seven (7) days' notice in writing requiring the Owner to comply with the demands of the Director to repair or replace the faulty Works and/or to modify the construction schedule. Should the Owner fail to comply with the demand of the Director, the Owner shall be deemed to be in default of this Agreement.

5.11 Acceptance of the Works

The Acceptance of the Works by the Town shall be subject to the requirements of the Town's Development Design Criteria and the Works will also be assessed against the drawings in Schedule "C" set out in this Agreement, all to the satisfaction of the Director of Development Services.

5.12 Maintenance and Repair of Public Works

The Owner covenants and agrees to maintain all the Works and services as provided for in this Agreement free from defects and to repair and rectify any defect when required by the Director until construction of the building is completed.

The Owner agrees to implement appropriate dust control measures as deemed necessary by the Director. This may include but is not limited to applications of water or other dust control preventatives at any and all times during construction.

5.13 Completion of Works

The Owner acknowledges and agrees to complete the Works required in Schedule "D" prior to the development being occupied or shall be in default of the agreement, except in the event of a force majeure.

PART VI FOULING OF ROADWAYS

The Owners agree not to foul the roads and streets adjacent and leading to the Lands described in Schedule "A" hereto and further agrees to provide the necessary persons and equipment to be available on a twenty-four (24) hour notice basis at all times to keep public highways, roads and streets leading to the Lands clean, and if, in the opinion of the Director, such roads do not meet with these requirements, then the work shall be done by the Town at the Owners' expense.

PART VII CONSTRUCTION ACT

Upon receiving notice or upon any liens being filed with the Town pursuant to the *Construction Act*, R.S.O. 1990, c.C.30, as amended, on the Lands in this Agreement in which the Town may have an interest, this Agreement shall be deemed to be defaulted by the Owner. Upon discovering such default, and the Owner fails to discharge the lien or the claim as the case may be within ten (10) business days after receipt of notice from the Town, then the Town may, notwithstanding any other remedies it may have, draw the full amount of the claim from any security or Letter of Credit which may be held pursuant to this Agreement to secure its interests and may pay into Court any holdback and costs provided by the *Construction Act* as may be necessary therefore.

A Statutory Declaration from the Owner, or if the Owner is not constructing the Shared Road, the developer undertaking completion of the Works, that it has paid all contractors and sub- contractors associated with the construction of public works and complied fully with the provisions of the *Construction Act*;

PART VIII FIRE PROTECTION REQUIREMENTS

8.1 Emergency Access to Lands

The Owner covenants and agrees to provide emergency access to the Lands in such locations as may be required by the Fire Chief.

8.2 Open Burning of Materials

The Owner covenants and agrees to comply with the municipal by-law regulating the open burning of materials and obtain the necessary permits from the Town's Fire Department in accordance with By-law 2000-0071 (REG-1).

PART IX GENERAL PROVISIONS

9.1 Inspections by Town Staff

The Town, by its officers, staff, Peer Review consultants, servants and agents may enter on to the Lands, or parts thereof, and any building(s) erected thereon, to ensure the proper compliance of the terms of this Agreement.

9.2 Qualitative/Quantitative Tests

The Director may require qualitative or quantitative tests made of all materials which have been or are proposed to be used in the construction of any Works or services required by this Agreement. All testing shall conform to the Ontario Provincial Standard Specifications and the Town's Development Design Criteria, as amended, and the costs of such tests shall be paid by the Owner within fourteen (14) days of the account being rendered by the Town.

9.3 Approval

The Owner agrees that no Works shall be commenced prior to the Owners entering into a Site Plan Agreement with the Town for the development of the Lands.

Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.

Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Town or the Owner have obtained any and all approvals required to be obtained from the Regional Municipality of York and the Lake Simcoe Region Conservation Authority and nothing herein shall relieve the Owner from obtaining all approvals and consents required by any other governmental authority having jurisdiction.

9.4 Trees and Tree Compensation

The Owners agree to protect and preserve, where possible, all healthy trees located on the Lands. Removal of any trees shall be subject to the approval of the Town and the Regional Municipality of York's Forest Conservation current by-laws.

Where trees will be lost to development, the Owners agree to compensate the Town first through additional planting in tree compensation areas agreed upon and thereafter, if required, in areas outside of the development approved by the Town or through financial contribution in lieu thereof. Tree compensation shall be finalized prior to any of the Works commencing on site.

9.5 Construction Management and Developer Communication Plan

The Owner covenants and agrees that phasing shall progress in an orderly manner and to provide, prior to works on site commencing, a detailed Construction Management and Developer Communications Plan including but not limited to construction phasing, traffic circulation, material and equipment storage, work stations, construction access and communication and liaison with the public, to the satisfaction of the Director of Development Services for the Town.

9.7 Restoration of the Boulevard and Disturbed Areas

The Owner covenants and agrees to restore lands/boulevards to the original condition disturbed by construction of the Works on Glenwoods Avenue.

PART X DEFAULT

10.1 Should the Owner be in default of any of its obligations pursuant to the terms of this Agreement, the Town may, in addition to or in place of any other contractual or legal remedy available to the Town, draw upon the Securities posted by the Owner as set out in Schedule "F" for the purpose of remedying the Owner's default and, if the amount of the Securities drawn upon by the Town is insufficient to cover the costs incurred by the Town to remedy the Owner's default, the Town may pay the costs as deemed necessary by the Town to remedy the default and may collect, in same manner as if the debt where property taxes that are unpaid past their due date, any monies paid by the Town to remedy the Owner's default.

PART XI ADMINISTRATION

11.1 The Owner consents to the registration by the Town of this Agreement upon the title of the Lands, at the sole discretion of the Town.

11.2 The Owner shall obtain and register a discharge, consent or postponement of any mortgage or other encumbrance on the Lands, at its expense, with the intent that any prior encumbrances will postpone any right or interest which it may have in the Lands, so that this Agreement shall take effect as though executed and registered prior to the creation of such right or interest of such party. Any such discharge, consent or postponement shall be in form and substance satisfactory to the Town's Solicitor, and shall be provided prior to the execution of this Agreement by the Town.

11.3 The Owner shall pay all of the Town's costs with respect to the preparation, review, and registration of this Agreement and any other required documents, including but not limited to any applicable subsearch, execution search and registration fees.

11.4 It is declared and agreed that this Agreement and the covenants contained herein and the Schedules attached hereto shall ensure to the benefit of the Town and is binding upon the respective successors and assigns of the Owner.

PART XII ADDRESS OF THE TOWN, OWNERS AND ENGINEER

All notices, demands or requests provided for or permitted to be given pursuant to this agreement shall be made in writing as follows:

All notices, demands or requests provided for or permitted to be given pursuant to this agreement shall be made in writing as follows:

Town

If made to the Town, it shall be addressed to:

The Corporation of the Town of Georgina
26557 Civic Centre Road
Keswick, Ontario L4P 3G1
Attention: Rachel Dillabough, Town Clerk
Phone: (905) 476-4301 / Fax: (905) 476-1475

Owners

If made to the Owners, it shall be addressed to:

Piles Development (Keswick 4) Corp. and Piles Development
(Keswick 5) Corp.
10 Queen Elizabeth Blvd., Unit 2
Toronto, ON M8Z 1L8
Attention: Larry Regan
Phone: (416) 979-9996

Engineer

If made to the Engineer, it shall be addressed to:

MTE Consultants Inc.
1016 Sutton Dr, Suite A
Burlington, Ontario L7L 6B8
Attention: Kayam Ramsewak, C.E.T., P. Eng
Phone: (905) 639-2552 ext 2421

or such other address of which the Owners and/or Engineer have notified the Director in writing. All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid mail. If notice is given by mail, the same shall be effective five (5) business days after being deposited with the postal office.

PART XIII INTERPRETATION

13.1 This Agreement is to be read with all changes in gender or number as required by the context.

13.2 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

13.3 The part numbers and headings, sub-headings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

PART XIV GOVERNING LAW

14.1 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

PART XV LIST OF SCHEDULES

The following schedules are attached hereto and form part of this Agreement.

- 15.1 Schedules "A"
Being a Description of the Lands Subject of this Agreement ("the Lands")
- 15.2 Schedules "B"
Being the Solicitor's Certificate of Ownership
- 15.3 Schedule "C"
Site Plan
- 15.4 Schedule "D"
Works to be Constructed by the Owner
- 15.5 Schedule "E"
An Estimate of the Cost of Construction
- 15.6 Schedule "F"
Being the Summary of Payments and Securities

IS HEREBY DECLARED that this agreement and the covenants, provisos, conditions and schedules herein contained shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns.

WHENEVER the singular and masculine are used throughout this agreement, the same shall be construed as meaning the plural or feminine or neuter where the context of the parties hereto require.

WITNESS the corporate seals of each of the parties hereto, attested to by the hands of their proper signing officers, duly authorized in that behalf, the day first above written.

) PILES DEVELOPMENT (KESWICK 5) CORP.

)

)

)

) _____

) HELEN PEDRO

) I have the authority to bind the corporation

)

) PILES DEVELOPMENT (KESWICK 4) CORP.

)

)

) _____

) HELEN PEDRO

) I have the authority to bind the corporation

)

) **THE CORPORATION OF THE**

) **TOWN OF GEORGINA**

)

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)

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) _____
) Margaret Quirk, Mayor

)

)

)

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) _____
) Rachel Dillabough, Town Clerk

) We have the authority to bind the corporation

DRAFT

SCHEDULE "A"

DESCRIPTION OF THE LANDS SUBJECT OF THIS AGREEMENT

THOSE CERTAIN LANDS situate in the Town of Georgina (formerly the geographic Township of North Gwillimbury), in the Regional Municipality of York and being composed of the following:

PIN 03476-1388: PT LT 6 CON 3 NORTH GWILLIMBURY, PTS 2 TO 5, 18 TO 24 ALL INCL, 29, 30, 44 & 45 65R31761; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 5 INCL. 65R31761 OVER PT LT 6 CON 3 NG, PT 2 65R1913 AS IN R321007; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 7 CON 3 NG, PTS 60 & 61 65R31761 AS IN YR1444286; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 43 65R31761 AS IN YR1507093; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LTS 6 & 7 CON 3 NG, PTS 67 & 68 65R31761 AS IN YR1507096; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LTS 6 & 7 CON 3 NG, PTS 37, 38, 41 & 54 65R31761 AS IN YR1507099; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 34 65R31761 AS IN YR1507102; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PTS 31 & 66 65R31761 AS IN YR1507147; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PTS 11 & 28 65R31761 AS IN YR1507150; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 12 65R31761 AS IN YR1507153; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 9 65R31761 AS IN YR1507156; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PTS 10 & 27 65R31761 AS IN YR1507159; TOGETHER WITH AN EASEMENT IN

FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 14 65R31761 AS IN YR1507162; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 15 65R31761 AS IN YR1507224; TOGETHER WITH AN EASEMENT IN FAVOUR OF PTS 2 TO 4, 18 TO 23 ALL INCL, 29, 30 & 44 65R31761 OVER PT LT 6 CON 3 NG, PT 17 65R31761 AS IN YR1507227; SUBJECT TO AN EASEMENT OVER PT 18 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507230; SUBJECT TO AN EASEMENT OVER PTS 29 & 30 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507233; SUBJECT TO AN EASEMENT OVER PT 20 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507236; SUBJECT TO AN EASEMENT OVER PTS 3 & 22 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507239; SUBJECT TO AN EASEMENT OVER PTS 4, 23 & 44 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507242; SUBJECT TO AN EASEMENT OVER PTS 5, 24 & 45 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55, 66 TO 68 ALL INCL. & 70 65R31761 AS IN YR1507245; TOGETHER WITH AN EASEMENT OVER PT LTS 6 & 7 CON 3 NG, PTS 31, 32, 34 TO 43, 50 TO 55 & 66 TO 68 ALL INCL. 65R31761 AS IN YR1512368; SUBJECT TO AN EASEMENT IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 9 TO 17, 27, 28, 31 TO 43, 50 TO 55, 66 TO 68 ALL INCL. & 70 65R31761 AS IN YR1512371; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 15, 16 & 17 65R31761 AS IN YR1512374; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 9, 10, 13, 14, 27 & 70 65R31761 AS IN YR1512377; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 11, 12, 28 & 33 65R31761 AS IN YR1512380; SUBJECT TO AN EASEMENT IN GROSS OVER PT LOT 6 CON 3 PTS 26, 27 & 28, 65R32847 AS IN YR1609197; TOWN OF GEORGINA

SCHEDULE "A"

DESCRIPTION OF THE LANDS SUBJECT OF THIS AGREEMENT

PIN 03476-1389:

PT LT 6 CON 3 NORTH GWILLIMBURY, PTS 15, 16 & 17 65R31761; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 3 NG, PTS 60 & 61 65R31761 AS IN R1444286; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 43 65R31761 AS IN YR1507093; TOGETHER WITH AN EASEMENT OVER PT LTS 6 & 7 CON 3 NG, PTS 67 & 68 65R31761 AS IN YR1507096; TOGETHER WITH AN EASEMENT OVER PT LTS 6 & 7 CON 3 NG, PTS 37, 38, 41 & 54 65R31761 AS IN YT1507099; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 34 65R31761 AS IN YR1507102; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 31 & 66 65R31761 AS IN YR1507147; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 11 & 28 65R31761 AS IN YR1507150; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 12 65R31761 AS IN YR1507153; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 9 65R31761 AS IN YR1507156; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 10 & 27 65R31761 AS IN YR1507159; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 14 65R31761 AS IN YR1507162; SUBJECT TO AN EASEMENT OVER PT 15 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 2 TO 4, 9 TO 14, 18 TO 23, 27 TO 44, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507224; SUBJECT TO AN EASEMENT OVER PT 17 65R31761 IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 2 TO 4, 9 TO 14, 18 TO 23, 27 TO 44, 50 TO 55 & 60 TO 70 ALL INCL. 65R31761 AS IN YR1507227; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 18 65R31761 AS IN YR1507230; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 29 & 30 65R31761 AS IN YR1507233; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PT 20 65R31761 AS IN YR1507236; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 3 & 22 65R31761 AS IN YR1507239; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 4, 23 & 44 65R31761 AS IN YR1507242; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 5, 24 & 45 65R31761 AS IN YR1507245; TOGETHER WITH AN EASEMENT OVER PT LTS 6 & 7 CON 3 NG, PTS 31,

32, 34 TO 43, 50 TO 55 & 66 TO 68 ALL INCL. 65R31761 AS IN YR1512368; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 2 TO 5, 18 TO 24 ALL INCL, 29, 30, 44 & 45 65R31761 AS IN YR1512371; SUBJECT TO AN EASEMENT IN FAVOUR OF PT LTS 6 & 7 CON 3 NG, PTS 2 TO 5, 9 TO 14, 18 TO 24, 27 TO 45, 50 TO 55, 66 TO 68 ALL INCL. & 70 65R31761 AS IN YR1512374; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 9, 10, 13, 14, 27 & 70 65R31761 AS IN YR1512377; TOGETHER WITH AN EASEMENT OVER PT LT 6 CON 3 NG, PTS 11, 12, 28 & 33 65R31761 AS IN YR1512380; TOWN OF GEORGINA

DRAFT

SCHEDULE "B"

SOLICITOR'S CERTIFICATE OF OWNERSHIP

SOLICITOR'S CERTIFICATE OF OWNERSHIP OF THE LANDS

TO: THE CORPORATION OF THE TOWN OF GEORGINA

RE: PILES DEVELOPMENT (KESWICK 5) CORP.
PT LT 6 CON 3 NORTH GWILLIMBURY, PTS 2 TO 5, 18 TO 24 ALL INCL, 29,
30, 44 & 45 65R31761; TOWN OF GEORGINA

See Schedule "A" attached – PIN 03476-1388 (LT)

I, Kevin Wahba, a member in good standing of the Law Society of Ontario, hereby certify that Piles Development (Keswick 5) Corp., is the sole registered owner, in fee simple, of all the land described above and in Schedule A, annexed hereto, subject only to the following:

1. Notice of Consent Agreement among Piles Development (Keswick 5) Corp., The Regional Municipality of York and The Corporation of the Town of Georgina, registered as YR1430329;
2. Easements in favour of Piles Development (Keswick 4) Corp., Ontario Retail Properties Inc., 2410443 Ontario Inc., FTRC Development Corp., and Bank of Montreal registered as YR1507230, YR1507233, YR1507236, YR1507239 and YR1507242;
3. Easements in favour of Piles Development (Keswick 4) Corp., Ontario Retail Properties Inc. and 2410443 Ontario Inc. registered as YR1507245 and YR1512371;
4. Notice of Reciprocal Easement and Operating Agreement among Wal-Mart Canada Corp., Piles Development (Keswick 4) Corp., Ontario Retail Properties Inc. and 2410443 Ontario Inc. registered as YR1509632;
5. Easements in favour of Hydro One Networks Inc. registered as YR1609197;
6. Charge in favour of Laurentian Bank of Canada registered as YR1703066;
7. Notice of Assignment of Rents in favour of Laurentian Bank of Canada registered as YR1703067;
8. Notice of Agreement Amending Charge/Mortgage in favour of Laurentian Bank of Canada registered as YR2011465; and
9. Notice of Agreement Amending Charge/Mortgage in favour of Laurentian Bank of Canada registered as YR2317168.

This certificate is given by me to The Corporation of the Town of Georgina with the intent that it may be relied upon by The Corporation of the Town of Georgina.

Dated at the City of Toronto, this 5th day of May, 2023



Kevin Wahba

SCHEDULE "B"

SOLICITOR'S CERTIFICATE OF OWNERSHIP

SOLICITOR'S CERTIFICATE OF OWNERSHIP OF THE LANDS

TO: THE CORPORATION OF THE TOWN OF GEORGINA

RE: PILES DEVELOPMENT (KESWICK 4) CORP.
PT LT 6 CON 3 NORTH GWILLIMBURY, PTS 15, 16 & 17 65R31761; TOWN OF
GEORGINA

See Schedule "A" attached – PIN 03476-1389 (LT)

I, Kevin Wahba, a member in good standing of the Law Society of Ontario, hereby certify that Piles Development (Keswick 4) Corp., is the sole registered owner, in fee simple, of all the land described above and in Schedule A, annexed hereto, subject only to the following:

1. Notice of Consent Agreement among Piles Development (Keswick 5) Corp., The Regional Municipality of York and The Corporation of the Town of Georgina, registered as YR1430329;
2. Easements in favour of Piles Development (Keswick 5) Corp., Ontario Retail Properties Inc., 2410443 Ontario Inc., FTRC Development Corp., and Bank of Montreal registered as YR1507224 and YR1507227;
3. Easement in favour of Piles Development (Keswick 5) Corp., Ontario Retail Properties Inc. and 2410443 Ontario Inc. registered as YR1512374;
4. Notice of Reciprocal Easement and Operating Agreement among Wal-Mart Canada Corp., Piles Development (Keswick 4) Corp., Ontario Retail Properties Inc. and 2410443 Ontario Inc. registered as YR1509632;
5. Charge in favour of Laurentian Bank of Canada registered as YR1703066;
6. Notice of Assignment of Rents in favour of Laurentian Bank of Canada registered as YR1703067;
7. Notice of Agreement Amending Charge/Mortgage in favour of Laurentian Bank of Canada registered as YR2011465; and
8. Notice of Agreement Amending Charge/Mortgage in favour of Laurentian Bank of Canada registered as YR2317168.

This certificate is given by me to The Corporation of the Town of Georgina with the intent that it may be relied upon by The Corporation of the Town of Georgina.

Dated at the City of Toronto, this 5th day of May, 2023



Kevin Wahba

SCHEDULE "D"

**WORKS TO BE CONSTRUCTED BY THE
OWNER**

1. Grading & Driveways

Construction of the road way and sidewalk as indicated on the approved Engineer's Drawing and to the satisfaction of the Director of Development Services.

Construction of the grading of the road and sidewalk as indicated on the Engineer's Drawing and to the satisfaction of the Director of Development Services.

2. Restoration

All disturbed areas within the municipal right-of-way shall be restored to the satisfaction of the Director of Development Services.

3. Sediment and Erosion Controls

All sediment and erosion controls shall be installed as per the reviewed plans and shall be in place prior to the start of construction. All sediment and erosion controls shall remain in place and be maintained until all disturbed areas have been stabilized.

SCHEDULE "E"

AN ESTIMATE OF THE COST OF CONSTRUCTION

To be Provided

DRAFT

SUMMARY OF FINANCIAL PAYMENTS & SECURITIES

To be Provided

DRAFT