

Attachment 3 – Earthworks Agreement

THE CORPORATION OF THE TOWN OF GEORGINA

GREYSTONE MIDDLEBURG

**PLAN OF SUBDIVISION 19T-14G01
PART OF LOT 15, CONCESSION 3 (NG) AND PART OF
ROAD ALLOWANCE BETWEEN CONCESSIONS 2 AND 3,
BEING PART 1, PLAN 65R-30415, TOWN OF GEORGINA**

EARTHWORKS AGREEMENT

INDEX TO THE AGREEMENT

PART I	DEFINITIONS AND SCOPE OF AGREEMENT
	1.1 Definitions
	1.2 Lands Affected
	1.3 Scope of Agreement
	1.4 Earthworks
	1.5 Requirements to Enter into a Development Agreement
	1.6 Duties and Obligations
PART II	ENGINEER
PART III	FINANCIAL PAYMENTS AND SECURITY
	3.1 Payments to the Town
	3.2 Tax Arrears
	3.3 Designated Charges and Imposed Rates
	3.4 Lawful Levies and Rates
	3.5 Development Charges
	3.6 Securities for Internal Works and Road Fouling Deposit
	3.7 Release of Securities
	3.8 Peer Review Fees
	3.9 Security Maintenance
PART IV	LIABILITY INSURANCE AND INDEMNITY
	4.1 Liability Insurance
	4.2 Indemnification
PART V	CONSTRUCTION OF PUBLIC WORKS
	5.1 Design and Specifications
	5.2 Earthworks Regulations
	5.3 Access to the Development
	5.4 Commencement of Construction
	5.5 Inspections by Director of Development Services
	5.6 Incomplete or Faulty Work
	5.7 Acceptance of the Works
	5.8 Maintenance and Repair of Public Works
	5.9 Approval to Conduct Earthworks
	5.10 Working Hours
PART VI	FOULING OF ROADWAYS
PART VII	CONSTRUCTION ACT

PART VIII FIRE PROTECTION REQUIREMENTS

- 8.1 Emergency Access to Lands
- 8.2 Open Burning of Materials

PART IX GENERAL PROVISIONS

- 9.1 Inspections by Town Staff
- 9.2 Qualitative/Quantitative Tests
- 9.3 Approval
- 9.4 Trees and Tree Compensation
- 9.5 Construction Management Plan
- 9.6 Well Monitoring Study

PART X ADMINISTRATION

PART XI ADDRESS OF THE TOWN, OWNER AND ENGINEER

PART XII INTERPRETATION

PART XIII GOVERNING LAW

PART XIV LIST OF SCHEDULES

- 14.1 Schedule "A" - Description of the Lands Subject to this Agreement
- 14.2 Schedule "B" - Solicitor's Certificate of Ownership
- 14.3 Schedule "C" - Draft Approved Plan of Subdivision
- 14.4 Schedule "D" - The Earthworks Works to be Constructed by the Owner
- 14.5 Schedule "E" - Summary of Payments and Securities
- 14.6 Schedule "F" - Approved Earthworks Drawings
- 14.7 Schedule "G" - Well Monitoring Program
- 14.8 Schedule "H" - Construction Management Plan - Earthworks

THIS AGREEMENT made in duplicate, this xxth day of April, 2024.

B E T W E E N:

**GREYSTONE (HOMESTEAD) LIMITED AND
MIDDLEBURG DEVELOPMENTS INC.**

companies duly incorporated under the laws of the Province of Ontario,
hereinafter collectively called the "OWNER"
OF THE FIRST PART:

and --

THE CORPORATION OF THE TOWN OF GEORGINA,

hereinafter called the "TOWN"
OF THE SECOND PART:

WHEREAS the Owner has represented to the Town that it is the owner of certain lands as described in Schedule "A" hereto (the "Lands"), and received draft plan approval in April 2018 for draft plan of subdivision 19T-14G01, as shown in Schedule "C" hereto;

AND WHEREAS the Owner has not yet satisfied the conditions of draft plan approval and the plan of subdivision has not yet been registered;

AND WHEREAS the Owner proposes to undertake earthworks in support of future municipal services within the Lands prior to the registration of the plan of subdivision;

AND WHEREAS the Town agrees to permit said earthworks provided that the Owner enters into this Agreement, which sets out the terms and conditions of the Town's permission to construct the said earthworks:

NOW THEREFORE this agreement witnesseth that in consideration of the Town permitting earthworks on the lands prior to registration of the plan of subdivision, the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree, one with the other, as follows:

PART I DEFINITIONS AND SCOPE OF AGREEMENT:

1.1 Definitions

In this Agreement:

- a) **"Agreement"** means the within Earthworks 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 hereof;
- d) **"Lands"** means the lands and premises described in Schedule "A";
- e) **"Works"** means those certain works on the Lands described in Schedule "D".

1.2 Lands Affected

This Agreement applies to the Lands. The Owner's solicitor named in the Certificates attached hereto as Schedule "B" confirms the registered ownership of the Lands.

1.3 Scope of Agreement

The Owner agrees to construct and complete the Works at its expense and in a good and workmanlike manner. The Works shall be constructed in accordance with accepted engineering drawings to the satisfaction of the Director and the Owner shall complete, perform and/or make payment for such other matters as may be provided for herein.

1.4 Earthworks

For the purposes of this Agreement, "Earthworks" means the clearing and grubbing, tree cutting and removal; soil loading, movement, cut, fill, placement; erosion and sediment control facilities and appurtenances, road construction, grading and temporary stormwater management (the "Earthworks") to be completed prior to registration of the plan of subdivision and execution of a Subdivision and/or Pre-Servicing Agreement.

1.5 Requirement to Enter into Development Agreement

This Agreement does not relieve the Owner from the requirement to enter into a Subdivision Agreement or any other relevant agreement with the Town prior to registration of the plan of subdivision.

1.6 Duties and Obligations

This Agreement shall define the obligations and duties of the Owner with respect to completing Earthworks on the Lands and without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided, the nature and specifications thereof, payments required to be made to the Town, and such other matters as are more specifically set out herein.

PART II ENGINEER

The Owner agrees to retain a Professional Engineer to carry out all necessary work to supervise the design, layout, inspection and maintenance required for the construction of the Works herein referred to and to remedy any defects as required. Such Engineer, or a successor thereto, shall continue to be retained 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 Owner covenants and agrees to pay to the Town the amounts set out in Schedule "E" hereto. The Owner further acknowledges the Town's right and requirement to assess levies on all lots and blocks within the plan of subdivision.

The Owner agrees that in the event the payments received by the Town pursuant to Schedule "E" are not required or likely to be required, wholly or in part, by reason of the Owner undertaking the development of the plan of subdivision, such proceeds may then be expended for such other general or specific purposes as 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, including but not limited to levies under the *Ontario Water Resources Act*, the *Public Utilities Act*, the *Municipal Drainage Act* and the *Municipal Act, 2001*.

3.4 Lawful Levies and Rates

The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the Lands on the basis and in accordance with the assessment and collector's roll entries until such time as the Lands being subdivided have been assessed and entered on the collector's roll according to the registered plan of subdivision.

Notwithstanding the Works to be constructed and installed by the Owner, the services to be performed and the payments to be made pursuant to this Agreement, the Lands in the plan of subdivision 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, or within such other period(s) as may be specifically provided for herein. The rate of interest payable shall be fifteen percent (15%) per annum.

3.5 Development Charges

The Owner acknowledges that a Development Charge shall be payable on each lot and/or block within the plan of subdivision, prior to the issuance of a building permit for said lot and/or block. The Development Charge shall be calculated at the time of payment in accordance with all applicable by-laws passed pursuant to the *Development Charges Act, 1997*, and any amendments thereto.

3.6 Securities for Internal Works and Road Fouling Deposit

Prior to execution of this Agreement, the Owner agrees to make a cash deposit or provide a Letter of Credit in the amount of one hundred thousand dollars (\$100,000.00) to the Town, which may be used by the Town to clean any streets leading to or within the subdivision which have been fouled, or to repair any damage to any streets and appurtenances thereon or leading thereto which has been caused by the operations of the Owner, its contractors, agents or workers. This will also include overall site maintenance and site stabilization.

3.7 Release of Securities

All securities provided pursuant to Clause 3.6 of this Agreement shall only be released at the Owner's request subsequent to the execution of the future Subdivision and/or Pre-Servicing Agreement(s) and to the satisfaction of the security requirements of those agreements.

3.8 Peer Review Fees

In the event that the Town requires the services of its Peer Review Consultants respecting the Works contemplated herein, the Owner covenants and agrees to pay all requisite invoices within fifteen (15) days of submission by the Town to the Owner of any such invoices.

3.9 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 within ten (10) days of the date of such draw, or this Agreement shall be considered to be in default.

PART IV LIABILITY INSURANCE AND INDEMNITY

4.1 Liability Insurance

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

- a) General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in

a form satisfactory to the Town Solicitor, including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, non-owned automobile, which shall contain a cross liability/severability of interest clause. The Town shall be named as an additional insured.

- b) The policies 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 the Town shall have the right to issue a Stop Work Order.
- d) Evidence of insurance must be satisfactory to the Town and shall be provided prior to the signing of the Agreement and shall remain in effect until final acceptance of the Earthworks as provided for in this Agreement.
- e) As determined by the Town, the Owner may be required to provide and maintain additional insurance coverage(s) 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 the 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 development of the subdivision, 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 Owner in accordance with this Agreement, from the date of commencement of any Works until final acceptance thereof by the Town.

PART V CONSTRUCTION OF PUBLIC WORKS

5.1 Design and Specifications

Notwithstanding any reviews, approvals, criticisms or modifications given 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 related to these Works, and the Owner shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required herein will function as intended and contemplated.

5.2 Earthworks Regulations

The Owner covenants and agrees that any fill material to be imported to the Lands for the purpose of engineered fill will comply with the testing regulations established under Part 4, Item 4.1.h. of the Town's Site Alteration By-law 2022-0038 (REG-1), as may be amended. The Owner further covenants and agrees to obtain full approval from the Town and any other applicable Agencies prior to any fill importation.

5.3 Access to the Development

The Owner covenants and agrees that access to the Lands during the period of construction is restricted such that access shall be by way of entrances from Old Homestead Road, as approved by the Director for each respective phase.

5.4 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 of any Works shall commence.

5.5 Inspections by Director of Development Services

The Owner acknowledges that the Director may inspect the construction of

Works under any contract, 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 any 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 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 Engineer is present at the site of the Works to receive such verbal instruction, the Director may require the contractor or contractors or workmen to cease work forthwith and is hereby authorized to order such work to cease.

5.6 Incomplete or Faulty Work

In the event that the Director deems that the Earthworks being carried out are not in accordance with the reviewed plans, specifications or timelines as per Schedules "D", "F", and "G", he may order the contractor to stop further work and the Town may draw upon the securities posted pursuant to Section 3 of this Agreement and secure the site if required for purposes of public safety using proceeds received from such security, provided the Director gives seven (7) days' notice in writing requiring the Owner to comply with the reviewed plans and specifications or to proceed with completion of the Works.

5.7 Acceptance of the Works

Acceptance of the Works is subject to the provisions set forth in this Agreement and any applicable future Subdivision or Pre-Servicing Agreement

5.8 Maintenance and Repair of Public Works

The Owner covenants and agrees to maintain all of the Works and services provided for in this Agreement free from defects and to repair and rectify any defect which may occur when required by the Director. Satisfactory completion of the maintenance period shall be in accordance with the provisions of the future Subdivision Agreement.

5.9 Approval to Conduct Earthworks

The Owner acknowledges and agrees that the Town's approval to conduct Earthworks on the Lands is granted to accommodate and assist the Owner. Approval to conduct Earthworks shall not be construed as final approval of the plan of subdivision, and the Owner assumes all risk arising from construction of the Earthworks without final approval of the plan of subdivision.

5.10 Working Hours

Working hours are to be between 7:00 AM and 7:00 PM Monday to Saturday, and all operations shall comply with the Town's Noise By-law 2003-0075 (PWE-1), as amended.

PART VI FOULING OF ROADWAYS

The Owner covenants and agrees not to foul the public highways leading to the Lands and further agrees to provide the necessary persons and equipment to be available on twenty-four (24) hours' notice at all times to keep the public highways leading to the Lands clean, and if, in the opinion of the Director, such highways do not meet with these requirements, then the necessary work to bring them into compliance herewith shall, at the Town's option, be carried out by the Town at the Owner's expense.

PART VII CONSTRUCTION ACT

Upon receiving notice or upon any liens being filed pursuant to the *Construction Act* which may affect any portion of the Lands in which the Town may have an interest, the Owner shall be deemed to be in default of this Agreement. Upon discovering such default, the Town may forthwith give the Owner notice in writing of the said lien or claim and the Owner shall be allowed to cure or remedy such default by discharging or vacating the said lien to the satisfaction of the Town within ten (10) days of such notice.

If such default is not remedied or cured as above, the Town may, notwithstanding any other remedies it may have, draw upon any Letter of Credit or other security which may be held pursuant to this Agreement to secure its interests, and may pay into Court any amount provided for in the *Construction Act* as may be necessary therefor.

The Owner shall provide a statutory declaration that it has paid all contractors, sub-contractors and consultants associated with the construction of the Works and complied fully with the provisions of the *Construction Act*.

PART VIII FIRE PROTECTION REQUIREMENTS

8.1 Emergency Access to the Lands

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

8.2 Open Burning of Materials

The Owner covenants and agrees to comply with the Town's by-law(s) regulating the open burning of materials and to obtain the necessary permits from the Town's Fire Department in accordance with By-law 2016-0019 (REG-1), as amended.

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 the Lands and any building(s) erected thereon, to ensure the proper completion of the Works.

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 any account therefor being rendered by the Town.

9.3 Approvals

The Owner agrees that no work shall be commenced without first obtaining the written approval of the Director and it is understood that any approval(s) given by the Director prior to the registration of the plan shall not be binding upon the Town nor on the Director and any works undertaken by the Owner prior to the registration of the plan shall be solely at its own risk.

The Owner covenants and agrees to obtain any and all necessary permits and/or approvals from the Town in undertaking any of the Works or related works, including but not limited to the removal or placement of topsoil from or on the Lands.

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

9.4 Trees and Tree Compensation

The Owner has been granted a Site Alteration Permit for tree removal from the Lands. All works regarding tree removal and preservation are strictly coordinated within Site Alteration/ Tree Removal Permit 2024-001A and guided by the Tree Removal and Preservation Plan referred to therein.

9.5 Construction Management Plan

The Owner covenants and agrees to submit for the approval of the Director

and to carry out all matters identified in its Construction Management Plan, including but not limited to:

- Site access and site facilities;
- Site logistics;
- Noise and dust control;
- Erosion and Sediment Control;
- Operating hours;
- Complaint resolution;
- key contact information.

9.6 Well Monitoring Program

The Owner shall adhere to the Well Monitoring Program as per Schedule “G” hereto.

PART X ADMINISTRATION

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

10.2 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 encumbrancer 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 the right or interest of such party. Any such discharge, consent or postponement shall be in form and substance satisfactory to the Town Solicitor, and shall be provided prior to the execution of this Agreement by the Town.

10.3 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 sub-search, execution search and registration fees.

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

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

PART XI ADDRESS OF THE TOWN, OWNER 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:

11.1 Town

If made to the Town, 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

11.2 Owners

If made to the Owner, addressed to:

Greystone (Homestead) Limited &
Middleburg Developments Inc.
23 Lesmill Rd., Suite 111, Toronto, ON M3B 3P6

Attention: David Brand
Phone: Tel: 416-291-1613 Fax: 416-291-1373

11.3

Engineer

If made to the Engineer, addressed to:

a.m. candaras associates consulting engineers
8551 Weston Road, Suite 203
Woodbridge, Ontario L4L 9R4
Attention: Don Roughley
Phone: (905) 850-8020 / Fax: (905) 850-8099

or to such other address as the Owner and/or Engineer has provided to 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 XII INTERPRETATION

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

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

12.3 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 XIII GOVERNING LAW

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

PART XIV LIST OF SCHEDULES

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

- 14.1 Schedule "A"
Being a Description of the Lands Subject to this Agreement
- 14.2 Schedule "B"
Being the Solicitor's Certificate of Ownership
- 14.3 Schedule "C"
Being the Draft Approved Plan of Subdivision
- 14.4 Schedule "D"
Being the Earthworks to be constructed by the Owner
- 14.5 Schedule "E"
Being the Summary of Payments and Securities
- 14.6 Schedule "F"
Being the Approved Earthworks Drawings
- 14.7 Schedule "G"
Being the Approved Well Monitoring Study

- 14.8 Schedule "H"
Being the Construction Management Plan - Earthworks

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

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, as of the day first above written.

) **GREYSTONE (HOMESTEAD) LIMITED**

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) Pasquale Caggianiello, President

) I have the authority to bind the corporation.

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) **MIDDLEBURG DEVELOPMENTS INC.**

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) David Brand, President

) I have the authority to bind the corporation.

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) **THE CORPORATION OF THE**

) **TOWN OF GEORGINA**

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) Margaret Quirk, Mayor

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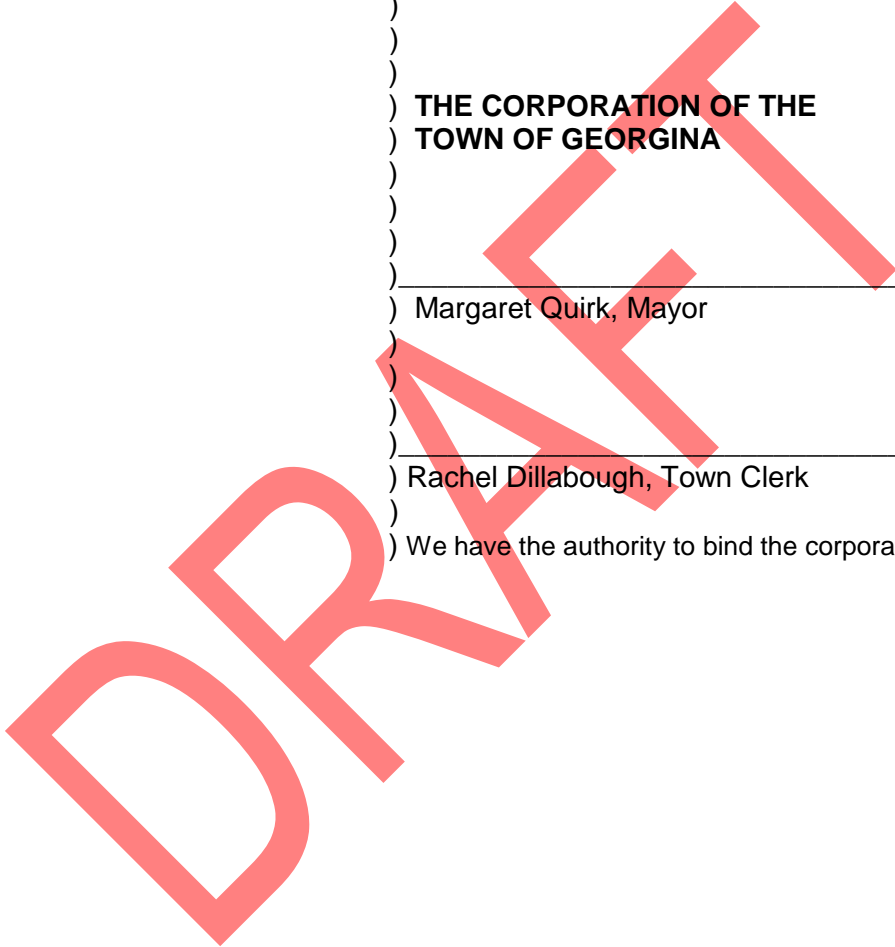
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) _____

) Rachel Dillabough, Town Clerk

)

) We have the authority to bind the corporation.



SCHEDULE "A"

DESCRIPTION OF THE LANDS SUBJECT TO THIS AGREEMENT

THOSE CERTAIN LANDS situated in the Town of Georgina, in the Regional Municipality of York and being composed of the following:

Legal Description:

1. Part West Part of Lot 15, Concession 3, North Gwillimbury, Parts 1 and 2, Plan 65R38040; S/T Easement over Part 2, Plan 65R-38040 as in R579624, Town of Georgina
2. Part West Part of Lot 15, Concession 3, North Gwillimbury, Part 3, Plan 65R-39826; Town of Georgina
3. Part of Road Allowance Between Concessions 2 and 3, Parts 4 and 5, Plan 65R-38040 (Closed by By-Law R579622), Except Parts 1 to 10, Plan 65R-386 14, S/T easement over Part 4, Plan 65R- 38040 as in R579624; Town of Georgina
4. Part East Part of Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of Georgina

SOLICITOR'S CERTIFICATE OF OWNERSHIP



Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

Soil Engineers Ltd.
90 West Beaver Creek Road
Unit 100
Richmond Hill, ON L4B 1E7

Attention: To whom it may concern

RE: GREYSTONE (HOMESTEAD) LIMITED
Record of Site Condition
Part of West Part Lot 15 Concession 3 and Part of Road Allowance Between
Concessions 2 and 3, being Parts 1, 2, 3, 4 and 5 Plan 65R-38040, Town of
Georgina

I am solicitor for Greystone (Homestead) Limited, the registered owner of the above noted lands. I have reviewed the Plan of Survey dated March 23, 2022, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 22-7966 and confirm the following:

All of the above noted lands are owned by Greystone (Homestead) Limited, in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification numbers, municipal address and assessment roll numbers for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated March 23, 2022 is as follows:

1.	Property Identification Number:	03490-0467 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part West Part Lot 15, Concession 3, North Gwillimbury, Parts 1 and 2, Plan 65R38040; S/T Easement over Part 2, Plan 65R-38040 as in R579624, Town of Georgina

SOLICITOR'S CERTIFICATE OF OWNERSHIP

4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

1.	Property Identification Number:	03490-0469 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part West Part Lot 15, Concession 3, North Gwillimbury, Part 3, Plan 65R-39826; Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

1.	Property Identification Number:	03490-0480 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part of Road Allowance Between Concessions 2 and 3, Parts 4 and 5, Plan 65R-38040 (Closed by By-Law R579622), Except Parts 1 to 10, Plan 65R-38614, S/T easement over Part 4, Plan 65R-38040 as in R579624; Town of Georgina
4.	Assessment Roll No.	
5.	Address	no municipal address for the site

SOLICITOR'S CERTIFICATE OF OWNERSHIP

I trust the foregoing is satisfactory, however, should you require any additional information, please do not hesitate to contact our office.

Yours very truly,
LITOWITZ PETTLE & SILVER LLP

Per:


Sheldon Pettie
:mc

SOLICITOR'S CERTIFICATE OF OWNERSHIP



Ext. 202
Email: pettle@litowitz.com

July 25, 2022
File No. 930082.373

Soil Engineers Ltd.
90 West Beaver Creek Road
Unit 100
Richmond Hill, ON L4B 1E7

Attention: To whom it may concern

RE: MIDDLEBURG DEVELOPMENTS INC.
Record of Site Condition
Part East Part Lot 15 Concession 3, being Part 1, Plan 65R-30415 Town of
Georgina

I am solicitor for Middleburg Developments Inc., being the registered owner of the above noted lands. I have reviewed the Plan of Survey dated October 30, 2007, prepared by E.R. Garden Limited, Ontario Land Surveyor, File No. 03-3590 and confirm the following:

All of the above noted lands are owned by Middleburg Developments Inc., in Fee Simple. There is no beneficial owner for the lands.

The legal description, property identification number, municipal address and assessment roll number for the Property on the Record Site Condition and as shown on Plan of Survey prepared by E.R. Garden Limited dated October 30, 2007 are as follows:

1.	Property Identification Number:	03490-0451 (LT)
2.	Estate/Qualifier	Fee Simple Absolute
3.	Legal Description	Part East Part Lot 15, Concession 3, North Gwillimbury, Part 1, Plan 65R30415, Town of Georgina
4.	Assessment Roll No.	1970 000 0961 4200.0000
5.	Address	no municipal address for the site

SOLICITOR'S CERTIFICATE OF OWNERSHIP

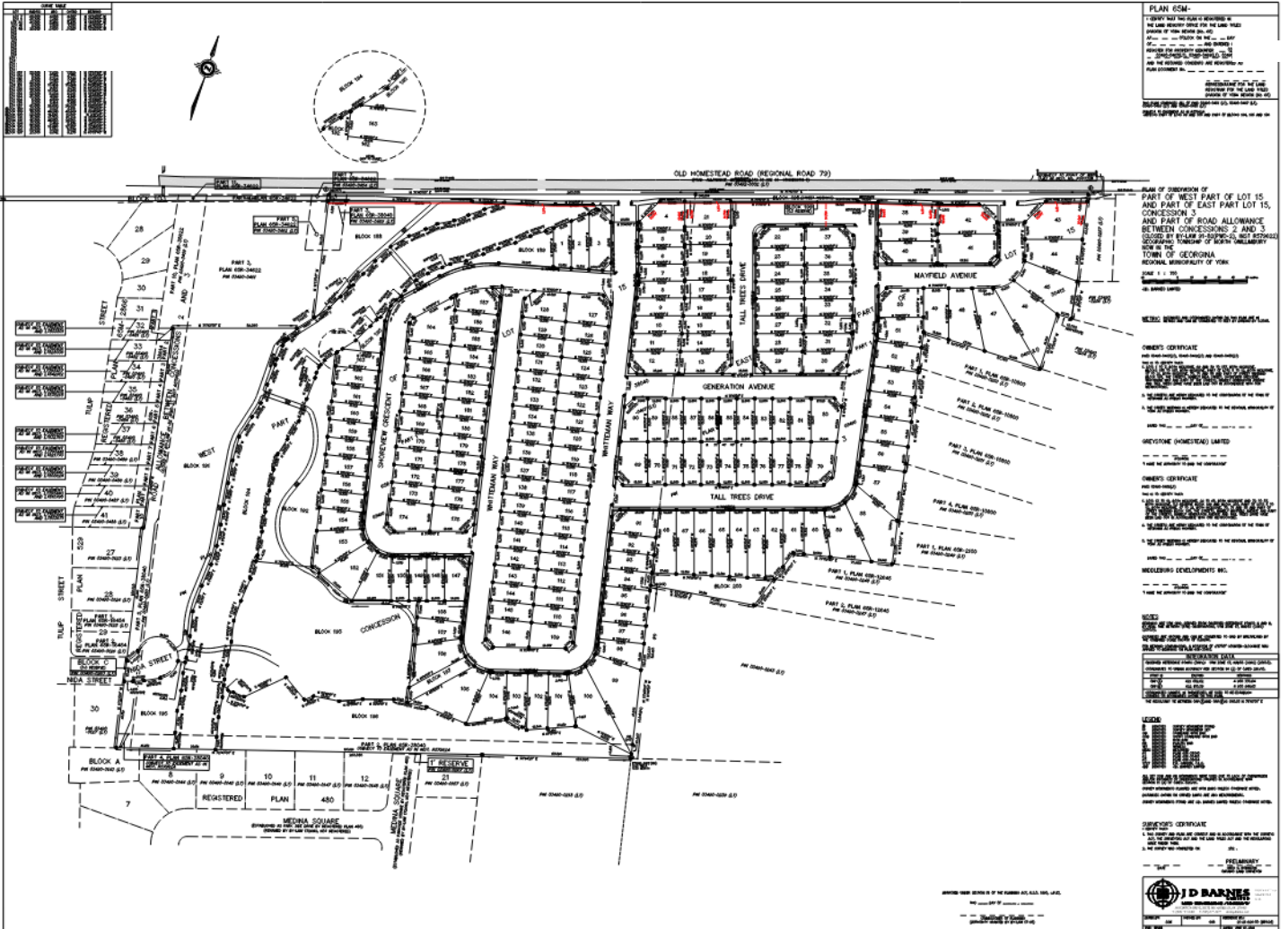
Please note that PIN 03490-0246 (LT) as referenced in the aforementioned Plan of Survey was retired by the Registry Office on November 2, 2007 and re-entered as PIN 03490-0451.

Yours very truly,
LITOWITZ PETTE & SILVER LLP
Per:


Sheldon Pettie
:mc

SCHEDULE "C"

DRAFT APPROVED PLAN OF SUBDIVISION



SCHEDULE "D"

EARTHWORKS TO BE CONSTRUCTED BY THE OWNER

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by Sabourin Kimble & Associates Ltd., Consulting Engineers for the development. The signature of the Director or his/her designate on the drawings shall signify such review.

- a) Supply, install, maintenance, and removal of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- b) Maintenance of site safety, tree protection, and sediment control fencing as per the approved drawing.
- c) Supply, install, and maintenance of sediment controls as per approved drawings including but not limited to fencing, temporary seeding, silt socks, rock check dams, dust and mud controls, sediment ponds, and stormwater management ponds.
- d) Owner must obtain the appropriate Lake Simcoe Region Conservation Area (LSRCA) permits if any work is to occur within LSRCA regulated lands.
- e) Stripping of topsoil and stockpiling on site with approximately 47,900 m³ to be hauled off site to an approved receiving site and this exportation shall take place on approved trucking routes from the source site. If the topsoil is placed outside of the Lands but within the Town, all applicable permits such as Site Alteration Permit, as per By-law No. 2022-0038 (REG-1), as amended, will be required.
- f) Implementation and on-going operation of approved Well Monitoring Study as per Schedule "G".

SCHEDULE "E"

SUMMARY OF PAYMENTS AND SECURITIES

The Owner agrees to pay to the Town the following amounts and provide the following payments and securities:

PAYMENTS:

1. The Owner agrees that it shall pay an amount of 1.0% of the value of the completed subdivision works and services to be constructed by the Owner, as estimated by the Owner's Engineer and confirmed by the Director, as per By-law 2018-0074, as amended.
2. The Owner agrees that they shall pay \$8,644.00 for the Preparation of Earthworks Agreement as per By-law 2018-0074, as amended.

SECURITIES:

1. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in a form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit from a Canadian Chartered Bank or a cash deposit in the amount of \$100,000.00 as site improvement guarantee and as a road fouling deposit.

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SCHEDULE "F", PAGE 1 of
APPROVED EARTHWORKS DRAWINGS

See Attachment 4

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SCHEDULE "G", PAGE 1 OF
APPROVED WELL MONITORING STUDY

*** To be provided by the applicant***

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SCHEDULE "H", PAGE 1 OF
CONSTRUCTION MANAGEMENT PLAN

*** To be provided by the applicant***

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