

Attachment 3 – Earthworks Agreement

THE CORPORATION OF THE TOWN OF GEORGINA

BALLYMORE QUEENSWAY NORTH

PLAN OF SUBDIVISION 19T-19G01

PIN 03491-0513 LT

PART OF LOT 15, CONCESSION 3, NORTH GWILLIMBURY, PARTS 1 AND 2
ON PLAN 65R-39418; TOWN OF GEORGINA (THE “LANDS”)

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 the Director
	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

Attachment 3 – Earthworks Agreement

PART VIII FIRE PROTECTION REQUIREMENTS

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

PART IX GENERAL PROVISIONS

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

PART X ADMINISTRATION

PART XI ADDRESS OF THE TOWN, OWNER AND THE CONSULTING 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” - Earthworks to be Constructed by the Owner
- 14.5 Schedule “E” - Estimated Cost of the Works
- 14.6 Schedule “F” - Summary of Payments and Securities
- 14.7 Schedule “G” - Approved Earthworks Drawings
- 14.8 Schedule “H” - Well Monitoring Program
- 14.9 Schedule “I” - Construction Management and Developer Communication Plan - Earthworks

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

B E T W E E N:

BALLYMORE DEVELOPMENT (GEORGINA) CORP., a company duly incorporated under the laws of the Province of Ontario,

hereinafter 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 September 2023 for Draft Plan of Subdivision 19T-19G01, 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 Works;

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 hereof;
- d) **“Lands”** means the lands and premises described in Schedule “A”; and,
- e) **“Works”** means those certain works on the Lands as described in Schedule “D”.

1.2 Lands Affected

This Agreement applies to the Lands. The Owner’s solicitor named in the Certificate 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 to be completed prior to registration of the plan of subdivision and execution of a Subdivision and/or Pre-Servicing Agreement. Erosion and Sediment Control measures include sediment control fencing around the limit of the site and around the temporary diversion channel; interceptor swales and rock check dams to direct existing overland flow through the site; and granular mud mats where access to local roads is provided.

For the internal earthworks on The Queensway Lands, no work is to take place in the Provincially Significant Wetland areas.

The expected haul route is The Queensway North, Old Homestead Road, Woodbine Avenue, and Baseline Road to Catering Road for Anslie Hill subdivision soil import. No construction traffic is permitted south of the proposed development.

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 "F" 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 "F" 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 the 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 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 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 shall pay all related invoices within fifteen (15) days of submission by the Town to the Owner of any such invoices.

3.9 Security Maintenance

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 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, and 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 this 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.

The Owner further covenants and agrees to comply with all requirements of Ontario Regulation 153/04, Record of Site Condition and Ontario Regulation 406/19, On-Site and Excess Soil Requirements.

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 The Queensway North, as approved by the Director for each respective phase.

5.4 Commencement of Construction

The Owner covenants and agrees to give to the Town fourteen (14) days' notice in writing of the date upon which construction of any Works shall commence.

5.5 Inspections by the Director

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 latter 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" 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 the Works and services as 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 risks 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 regulating the open burning of materials and 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 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 or 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 permission for tree removal from the Lands under an earlier Earthworks Agreement. All works regarding tree removal and preservation are strictly coordinated and guided by the approved Construction Management and Developer Communication Plan as well as the approved Tree Removal and Preservation Plan.

9.5 Construction Management and Developer Communication 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 and Developer Communication Plan - Earthworks as per schedule "I", including but not limited to:

- Site access and site facilities;
- Erosion and Sediment Control;
- Site logistics;
- Installation of ESC Measures to Limits of Subdivision Construction of Diversion Channel;
- Topsoil Stripping;
- Material Importation & Cut & Fill within Watercourse;
- Restoration & Landscape Plantings;
- Noise and dust control;
- Operating hours;
- Site Cleanup;
- Complaint resolution; and,
- Key contact information.

9.6 Well Monitoring Program

The Owner shall adhere to the Well Monitoring Program as per Schedule "H" hereto.

PART X ADMINISTRATION

10.1 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.

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 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.

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 CONSULTING 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 **Owner**
If made to the Owner, addressed to:

Ballymore Development (Georgina) Corp.
12840 Yonge Street, Suite 200
Richmond Hill, ON L4E 4H1
Attention: Louie Morra
Phone: 905-773-1048 Ext. 230

11.3 **Engineer**
If made to the Engineer, addressed to:

Sabourin Kimble & Associates Ltd. (SKA)
Consulting Engineers
110 Kingston Road
Ajax, ON L1T 2Z9
Attention: Bill LeMaistre, P.Eng.
Mobile: 416 917 8979
Phone: 905 426 9451

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 Estimated Cost of the Works
- 14.6 Schedule "F"
Being the Summary of Payments and Securities
- 14.7 Schedule "G"
Being the Approved Earthworks Drawings
- 14.8 Schedule "H"
Being the Well Monitoring Program
- 14.9 Schedule "I"
Being the Construction Management and Developer Communication 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 and 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.

) **BALLYMORE DEVELOPMENT (GEORGINA)**
) **CORP.**

)

)

)

)

) _____
) Louie Morra

) I have the authority to bind the corporation

)

)

) **THE CORPORATION OF THE**
) **TOWN OF GEORGINA**

)

)

)

)

) _____
) Margaret Quirk, Mayor

)

)

)

)

) _____
) Rachel Dillabough, Town Clerk

)

) We have the authority to bind the corporation

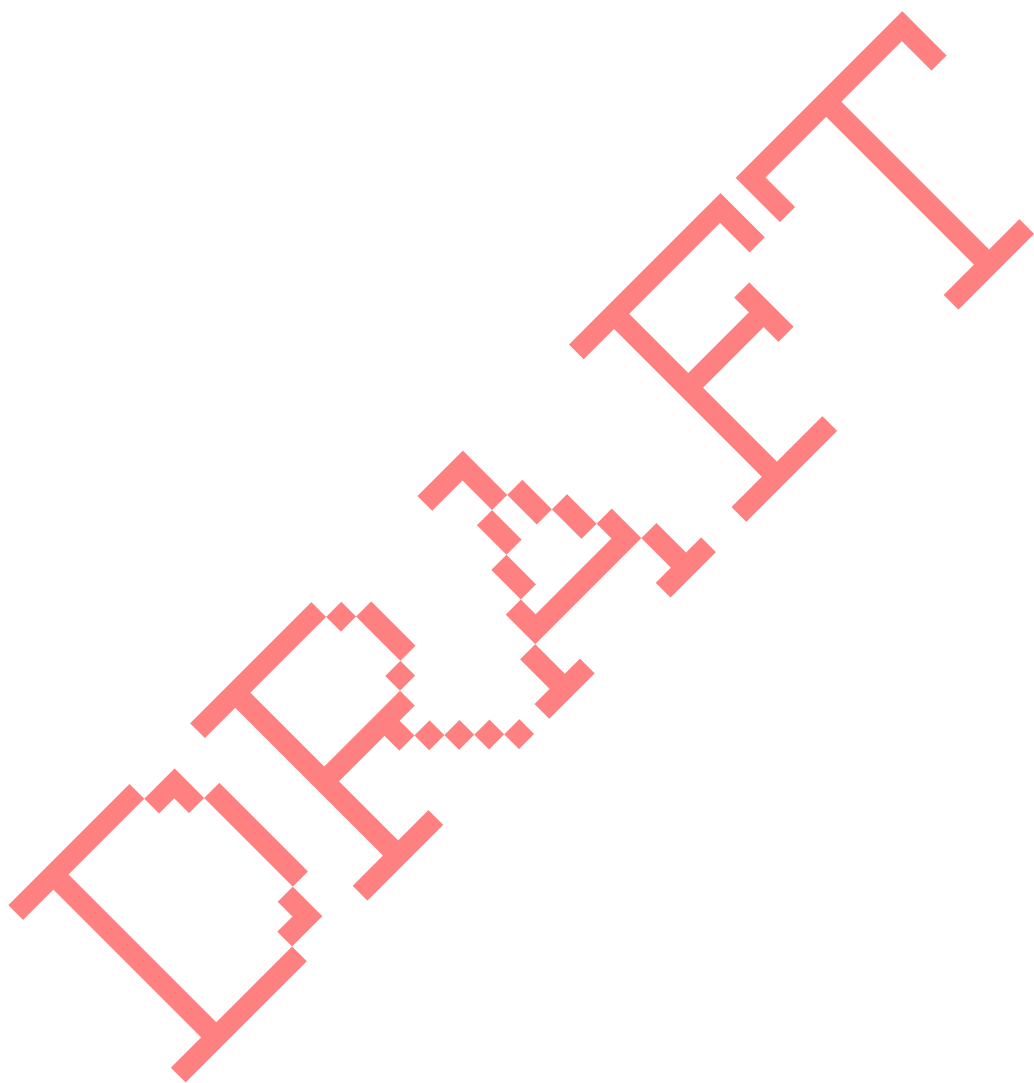
SCHEDULE “A”

DESCRIPTION OF THE LANDS SUBJECT OF THIS AGREEMENT

THOSE CERTAIN LANDS situated in the Town of Georgina (formerly the geographic Township of North Gwillimbury) and being composed of the following:

PIN 03491-0513 LT

Part Lot 15, Concession 3, North Gwillimbury, Parts 1 & 2 on Plan 65R39418; Town of Georgina (the "Lands")



SCHEDULE “B”

SOLICITOR’S CERTIFICATE OF OWNERSHIP

SCHEDULE B

Certificate of the Owner’s Solicitor as to Ownership of the Lands

TO: The Corporation of the Town of Georgina (the “Town”)

I, Sidney Lubelsky, a Solicitor duly qualified to practice law in the Province of Ontario hereby certify that the Owner is the owner in fee simple of the Lands as more particularly described in Schedule “A” herein and that there are no mortgages or other encumbrances upon the Lands or any part thereof save and except the following:

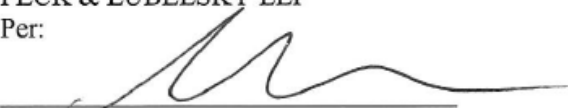
PIN 03491-0513:

(i) None

This certificate is given by me to the Town for the purpose of having the Town rely on it and for certifying the title to the Lands.

Dated this 24th day of August, 2023

PECK & LUBELSKY LLP
Per:



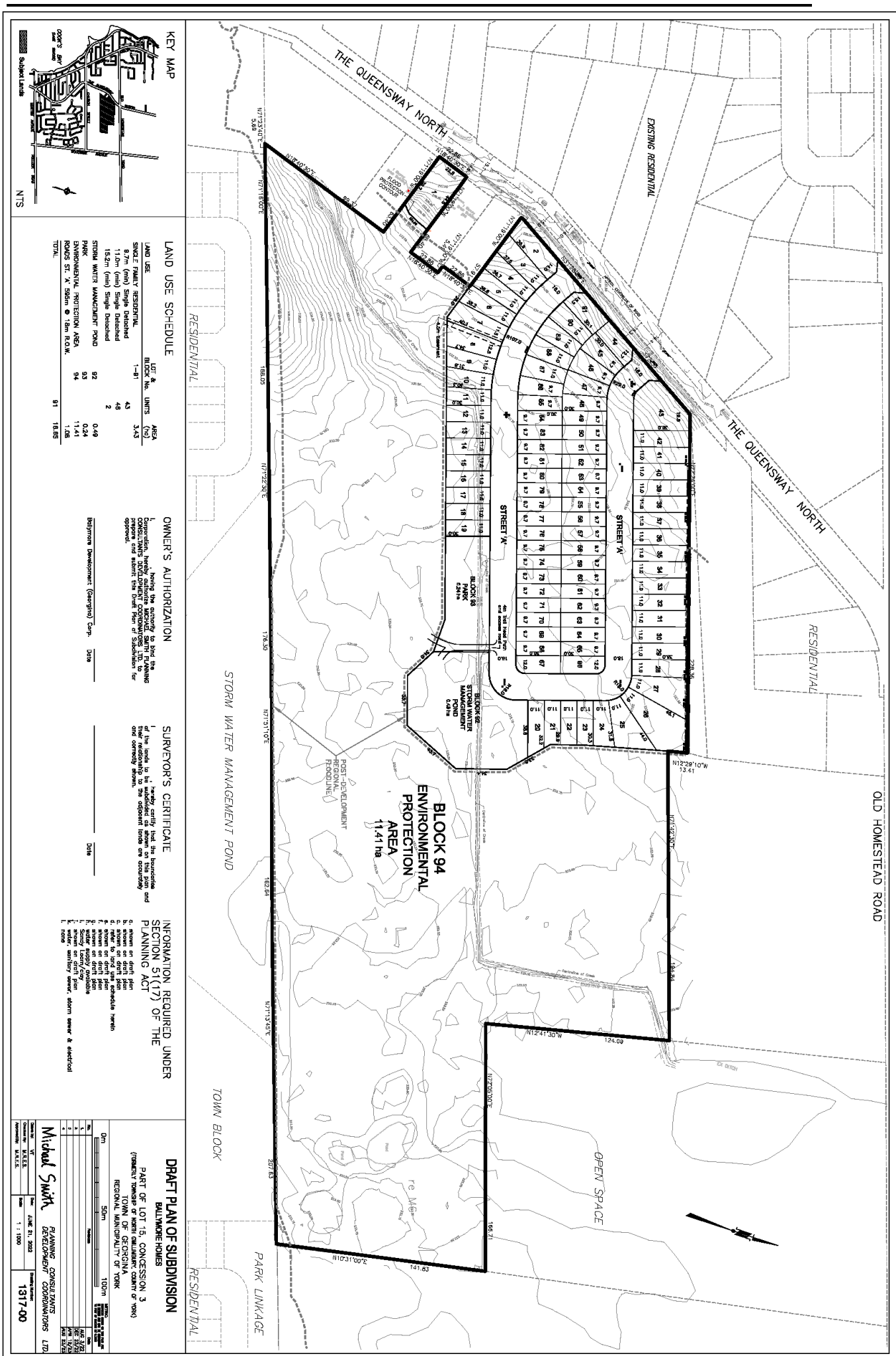
Sidney Lubelsky, Solicitor

Ballymore Development (Georgina) Corp.



SCHEDULE "C"

DRAFT 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 SKA Consulting Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

Internal Works

- a) Construction of fencing as per the approved drawings.
- b) Construction of sediment controls as per approved drawings.
- c) Clear and grub all trees, shrubs, etc. including removal of all stumps, wood and other associated debris, as per the approved arborist report.
- d) Construction of a temporary construction access pad/mud mat on the construction entrance as shown on the approved plans.
- e) Stripping topsoil within private property within the Regional Storm Flood Line
- f) Filling and floodproofing the proposed residential area
- g) Cutting and defining the floodplain of the North Keswick Watercourse to preserve flood storage
- h) Enhancing the geomorphologic features and natural habitat within the floodplain
- i) Protecting an existing Provincially Significant Wetland and
- j) Installing erosion and sedimentation control measures.

The earthworks shall consist of stripping topsoil from the site and stockpiling in windrows in sequences to not decrease the floodplain storage. Cut and fills will also occur, consisting of excavation of the pond and future wetland areas, and spreading and compacting this material to other areas on-site. No import of external fill is permitted until internal elevations through the lot areas are raised above the proposed flood elevation.

SCHEDULE "E"
ESTIMATED COST OF THE WORKS

COST ESTIMATE
FOR
THE QUEENSWAY LANDS
SITE PREPARATION AND EARTHWORKS
TOWN OF GEORGINA
March-22-24

SUMMARY OF SCHEDULE OF ITEMS AND PRICES

SECTION	DESCRIPTION	AMOUNT
A.	SITE PREPARATION AND EARTHWORKS	\$ 1,325,137.00
B.	STORMWATER MANAGEMENT POND (EARTHWORKS ONLY)	\$ 52,891.00

SUBTOTAL (Excluding HST)	\$ 1,378,028.00
--------------------------	-----------------

15% ENGINEERING CONTINGENCY	\$ 206,704.20
10% CONSTRUCTION CONTINGENCY	\$ 137,802.80

TOTAL ESTIMATED PRICE (Excluding HST)	\$ 1,722,535.00
---------------------------------------	-----------------

Prepared by Sabourin Kimble & Associates Ltd.

- Notes:
- 1) Landscaping is excluded from this cost estimate (fences, tree planting, entrance features, etc.)
 - 2) The cost estimate excludes all Consulting fees, Municipal fees, and Development Charges.
 - 3) Fill importation from the Greystone-Middleburg subdivision is excluded from this estimate.



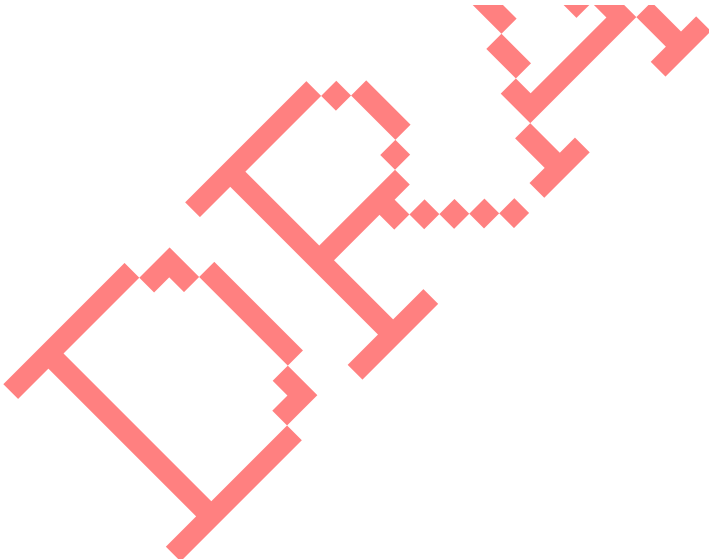
ESTIMATED COST OF THE WORKS

1					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
A. SITE PREPARATION AND EARTHWORKS					
Provide all labour, materials and equipment necessary to complete the following works as per the drawings and specifications.					
A1)	Remove single row sediment control fence and dispose off-site.	48.0	m	\$ 15.00	\$ 720.00
A2)	Remove double row sediment control fence and dispose off-site.	295.0	m	\$ 30.00	\$ 8,850.00
A3)	Supply and install single row sediment control fence per Detail GSC-2 on Drawing 802.	1,610.0	m	\$ 15.00	\$ 24,150.00
A4)	Supply and install double row sediment control fence per Detail LSRCA ESC-5 on Drawing 802.	805.0	m	\$ 30.00	\$ 24,150.00
A5)	Construct temporary construction entrance per GSC-1 as follows:				
	a) Mud mat with 300mm thickness of 50mm clearstone over Geotextile filter cloth, including additional granular during the course of construction as directed by the Consultant.	580.0	tonne	\$ 50.00	\$ 28,000.00
	b) All temporary construction warning signs.		Lump Sum	\$ 6,000.00	\$ 6,000.00
	c) 450mm HDPE culvert per OPSD 221.040.	16.4	m	\$ 330.00	\$ 5,412.00
	d) Decommission mud mat including removal and disposal of culvert and signs off-site.		Lump Sum	\$ 4,200.00	\$ 4,200.00
	e) Security gate for restricted access per OPSD 972.102		Lump Sum	\$ 1,500.00	\$ 1,500.00
A6)	Maintain/repair or replace sediment control fence as directed by the Consultant throughout the earthworks operation (Provisional item).		T & M	Allowance	\$ 3,000.00
A7)	Construct temporary interceptor swales.	472.0	m	\$ 10.00	\$ 4,720.00
A8)	Supply and install temporary rock flow check dams per OPSD 219.210 or OPSD 219.211.	21.0	each	\$ 500.00	\$ 10,500.00
A9)	Supply and install 450mm diameter HDPE culvert in temporary interceptor swale for truck crossings per OPSD 221.040.	20.0	m	\$ 330.00	\$ 6,600.00
A10)	Construct permanent channel along north property line.	226.0	m	\$ 10.00	\$ 2,260.00
A11)	Supply and install 300mm Silt Sox per detail on Drawing 805.	46.0	m	\$ 50.00	\$ 2,300.00
A12)	Strip topsoil from the site and windrow onsite for reuse.	34,600.0	m³	\$ 5.00	\$ 173,000.00
A13)	Cut roads, lots, and wetland area to the specified balance line and haul, spread, grade and compact to areas elsewhere on-site.	71,630.0	m³	\$ 10.00	\$ 716,300.00
2					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
A14)	Place and compact suitable fill material from fill stockpile on site to 98% SPD. Material to pass MOE Table 1 criteria for imported fill	2,330.0	m³	\$ 10.00	\$ 23,300.00
A15)	Place topsoil from windrow. Spread and rough grade in wetland area.	34,600.0	m³	\$ 5.00	\$ 173,000.00
A16)	Supply and spread seed mixture per Drawing 805 over disturbed areas.	107,175.0	m²	\$ 1.00	\$ 107,175.00
SUB-TOTAL "A" CARRIED FORWARD TO SUMMARY				\$	1,325,137.00

Page 3 of SCHEDULE "E"

ESTIMATED COST OF THE WORKS

3					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
B. STORMWATER MANAGEMENT POND (EARTHWORKS ONLY)					
Provide all labour, materials, and plant required to construct the following stormwater management pond and appurtenances as per drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration.					
B1)	Supply and install double row sediment control fence around the sediment control pond per Detail LSRCA ESC-5 on Drawing 802.	207.0	m	\$ 30.00	\$ 6,210.00
B2)	Excavate stormwater management pond to specified balance line and haul, spread, grade and compact fill material to 98% SPD within the pond block.	640.0	m³	\$ 10.00	\$ 6,400.00
B3)	Storm Sewers: Provide all labour, materials and plant required to construct the following storm sewers and appurtenances as per the drawings and specifications including all necessary excavation, bedding, backfill, compaction, and restoration.				
	a) 300mm diameter PVC sewer	32.6	m	\$ 360.00	\$ 11,736.00
B4)	Supply and install turbidity curtain per OPSD 219.280.	46.0	m	\$ 200.00	\$ 9,200.00
B5)	Supply and install temporary Hickenbottom control structure including orifice plate per detail on Drawing 802.	1.0	each	\$ 12,500.00	\$ 12,500.00
B6)	Supply and install 200-300mm rip-rap placed 450mm deep at temporary sediment pond outlet.	25.0	m²	\$ 70.00	\$ 1,750.00
B7)	Supply and spread seed mixture per Drawing 805.	5,095.0	m²	\$ 1.00	\$ 5,095.00
SUB-TOTAL "B" CARRIED FORWARD TO SUMMARY				\$	52,891.00



Page 4 of SCHEDULE "E"

ESTIMATED COST OF THE WORKS

Ballymore Development(Georgina) Corp.
Restoration Planting for North Keswick Creek Realignment
Town of Georgina, Ontario

Preliminary Cost Estimate for Plantings
Prepared by
SCHOLLEN & Company Inc.
Drawing Reference : L1-LD1
PROJECT NO. * 20233016

Date: March 28, 2024

Item	Description	Estimated Quantity	Unit	Unit Price	Subtotal
1.0	SITE WORKS				
1.1	Earthwork				
1	Topsoil, fine grading and finishing	43579	m ²	\$ 3.50	\$ 152,526.50
2	Sod	725	m ²	\$ 11.00	\$ 7,975.00
3	Seeding- Seed type S1	20783	m ²	\$ 3.00	\$ 62,349.00
4	Seeding- Seed type S2	14236	m ²	\$ 3.00	\$ 42,708.00
5	Seeding- Seed type S3	8560	m ²	\$ 3.00	\$ 25,680.00
1.1 Earthwork Subtotal					\$ 291,238.50
2.0	PLANTING				
2.1	Large Tree Planting				
i) Deciduous Trees					
1	Acer saccharinum - AS50	6	ea	\$ 525.00	\$ 3,150.00
2	Acer saccharum - ASA50	16	ea	\$ 525.00	\$ 8,400.00
3	Carya cordiformis - CC50	20	ea	\$ 525.00	\$ 10,500.00
4	Celtis occidentalis - CQ50	19	ea	\$ 525.00	\$ 9,975.00
5	Gymnocladus dioicus - GD50	10	ea	\$ 525.00	\$ 5,250.00
6	Ostrya virginiana - OV50	5	ea	\$ 525.00	\$ 2,625.00
7	Prunus serotina - PSE50	8	ea	\$ 525.00	\$ 4,200.00
8	Populus tremuloides - PT50	6	ea	\$ 500.00	\$ 3,000.00
9	Quercus macrocarpa - QM50	32	ea	\$ 525.00	\$ 16,800.00
10	Tilia americana - TA50	28	ea	\$ 525.00	\$ 14,700.00
11	Ulmus americana - UA50	12	ea	\$ 525.00	\$ 6,300.00
2.1 Large Tree Planting i) Deciduous Trees Subtotal					\$ 84,900.00
ii) Coniferous Trees					
1	Larix laricina - LL200	33	ea	\$ 500.00	\$ 16,500.00
2	Picea glauca - PG200	40	ea	\$ 500.00	\$ 20,000.00
3	Pinus strobus - PS200	41	ea	\$ 500.00	\$ 20,500.00
4	Thuja occidentalis - TO200	82	ea	\$ 475.00	\$ 38,950.00
ii Coniferous Trees Subtotal					\$ 95,950.00
2.1 Sub total					\$ 180,850.00

ESTIMATED COST OF THE WORKS

2.2 Naturalized Planting					
i) Deciduous Trees					
1	Acer rubrum - AR100	3	ea	\$ 100.00	\$ 300.00
2	Acer rubrum - AR125	23	ea	\$ 100.00	\$ 2,300.00
3	Acer saccharinum - AS125	22	ea	\$ 100.00	\$ 2,200.00
4	Acer saccharum - ASA100	10	ea	\$ 100.00	\$ 1,000.00
5	Acer saccharum - ASA125	14	ea	\$ 100.00	\$ 1,400.00
6	Carya cordiformis - CC100	9	ea	\$ 100.00	\$ 900.00
7	Carya cordiformis - CC125	9	ea	\$ 100.00	\$ 900.00
8	Celtis occidentalis - CO100	5	ea	\$ 100.00	\$ 500.00
9	Celtis occidentalis - CO125	10	ea	\$ 100.00	\$ 1,000.00
10	Fagus americana - FG100	20	ea	\$ 100.00	\$ 2,000.00
11	Prunus serotina - PSE100	5	ea	\$ 100.00	\$ 500.00
12	Prunus serotina - PSE125	7	ea	\$ 100.00	\$ 700.00
13	Prunus serotina - PSE200	3	ea	\$ 200.00	\$ 600.00
14	Populus tremuloides - PT125	6	ea	\$ 100.00	\$ 600.00
15	Quercus bicolour - QB100	14	ea	\$ 100.00	\$ 1,400.00
16	Quercus bicolour - QB125	1	ea	\$ 100.00	\$ 100.00
17	Quercus bicolour - QB200	9	ea	\$ 100.00	\$ 900.00
18	Quercus macrocarpa - QM100	6	ea	\$ 100.00	\$ 600.00
19	Salix nigra - SN125	16	ea	\$ 100.00	\$ 1,600.00
20	Tilia americana - TA100	7	ea	\$ 100.00	\$ 700.00
21	Ulmus americana - UA100	5	ea	\$ 100.00	\$ 500.00
2.2 Naturalized Planting i) Deciduous Trees Subtotal					\$ 20,700.00
ii) Coniferous Trees					
1	Juniperus virginiana - JV100	27	ea	\$ 150.00	\$ 4,050.00
2	Larix laricina - LL100	33	ea	\$ 150.00	\$ 4,950.00
3	Pinus strobus - PS100	19	ea	\$ 150.00	\$ 2,850.00
4	Thuja occidentalis - TO100	125	ea	\$ 130.00	\$ 16,250.00
2.2 Naturalized Planting ii) Coniferous Trees Subtotal					\$ 28,100.00
iii) Deciduous Shrubs					
1	Anemone canadensis - Ac	157	ea	\$ 30.00	\$ 4,710.00
2	Aronia melanocarpa - Am	25	ea	\$ 30.00	\$ 750.00
3	Cornus racemosa- Cr	150	ea	\$ 45.00	\$ 6,750.00
4	Cornus sericea- Cs	276	ea	\$ 30.00	\$ 8,280.00
5	Ilex verticillata - Iv	133	ea	\$ 30.00	\$ 3,990.00
6	Prunus virginiana- Pv	134	ea	\$ 30.00	\$ 4,020.00
7	Ribes americana -Ra	234	ea	\$ 30.00	\$ 7,020.00
8	Rosa blanda- Rb	82	ea	\$ 30.00	\$ 2,460.00
9	Rosa carolina - Rc	248	ea	\$ 30.00	\$ 7,440.00
10	Rhus typhina- Rt	183	ea	\$ 30.00	\$ 5,490.00
11	Spirea alba - Sa	372	ea	\$ 30.00	\$ 11,160.00
12	Symphoricarpos albus - Sal	44	ea	\$ 45.00	\$ 1,980.00
13	Salix bebbiara - Sb	190	ea	\$ 30.00	\$ 5,700.00
14	Sambucus canadensis- Sc	244	ea	\$ 30.00	\$ 7,320.00
15	Viburnum lentago - Vl	136	ea	\$ 45.00	\$ 6,120.00
16	Viburnum trilobum - Vt	163	ea	\$ 45.00	\$ 7,335.00
2.2 Naturalized Planting iii) Deciduous Shrubs Subtotal					\$ 90,525.00

ESTIMATED COST OF THE WORKS

iv) Perennials and Grasses				
1	Anemone canadensis - ac	1928	ea	\$ 20.00 \$ 38,560.00
2	Asclepias syriaca - as	3044	ea	\$ 20.00 \$ 60,880.00
3	Carex vulpinoidea - cv	1420	ea	\$ 20.00 \$ 28,400.00
4	Echinacea purpurea - ep	5736	ea	\$ 20.00 \$ 114,720.00
5	Helenium autumnale - ha	2928	ea	\$ 20.00 \$ 58,560.00
6	Lobelia cardinalis - lc	4652	ea	\$ 20.00 \$ 93,040.00
7	Monarda fistulosa	3120	ea	\$ 20.00 \$ 62,400.00
8	Panicum virgatum - pv	2527	ea	\$ 22.00 \$ 55,594.00
9	Rudbeckia hirta - rh	6274	ea	\$ 20.00 \$ 125,480.00
10	Verbena hastata - vh	836	ea	\$ 20.00 \$ 16,720.00

2.2 Naturalized Planting iv) Perennials and Grasses \$ 654,354.00

2.0 Planting Total \$ 974,529.00

3.0 SUMMARY

1.0 SITE WORKS \$ 291,238.50

2.0 PLANTING \$ 974,529.00

Subtotal Items 1.0 - 2.0 \$1,265,767.50

Total \$ 1,265,767.50

SCHEDULE "F"

SUMMARY OF PAYMENTS AND SECURITIES

PAYMENTS:

1. The Owner agrees that it shall pay an amount of **\$201,655.50**, being 5.4% of estimated construction cost of the civil and landscape works, as per By-law 2018-0074, as amended. The cost estimate shall be in accordance with the cost estimate requirements of the Town's Development Design Criteria for all 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, Amended by Bylaw #2020-0036 (PL-7). The Owner shall pay this fee prior to the execution of the Agreement.
2. An amount of \$8,644.00 as a contribution towards the preparation of the Agreement and processing of this Agreement by the Town, which amount does not include the costs of registration of the documents, plus an additional 15% administrative fee as per Bylaw #2018-0074 (PL-7), 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 a site improvement guarantee for the earthworks and a road fouling deposit, in addition to \$100,000.00 already provided, making a total deposit of 200,000.00.
2. 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 \$1,862,605.13 as an Engineering and Landscape Deposit to ensure that the SWM pond and plantation are completed as per approved drawings.

SCHEDULE “G”

APPROVED EARTHWORKS DRAWINGS AND REPORTS

Drawing Index– SKA Consulting Engineers

EW	Queenway North Earthworks, Dated March 2024
201	Storm Drainage Plan, Dated March 2024
401-402	Lot Grading Plan Dated March 2024
701-704	Stormwater Management Facility and Detail, Dated March 2024
801	Earthworks Sediment Control Plan, Dated March 2024
802	Earthworks Construction Management Plan, Dated March 2024
803	Erosion Control Plan and Detail, Dated March 2024
804	Erosion Control Pond and Detail, Dated March 2024
805	Earthworks Sediment Control Plan and Details, Dated March 2024

Reports - SKA Consulting Engineers

- Floodplain Modification Report, Dated March 2024
- Stormwater Management Report, Dated March 2024

Drawing Index – SCHOLLEN & Company INC. (Landscape Architects)

L1- L2	Restoration Planting Plan, Dated March 2024
LD1	Planting Details, Dated March 2024

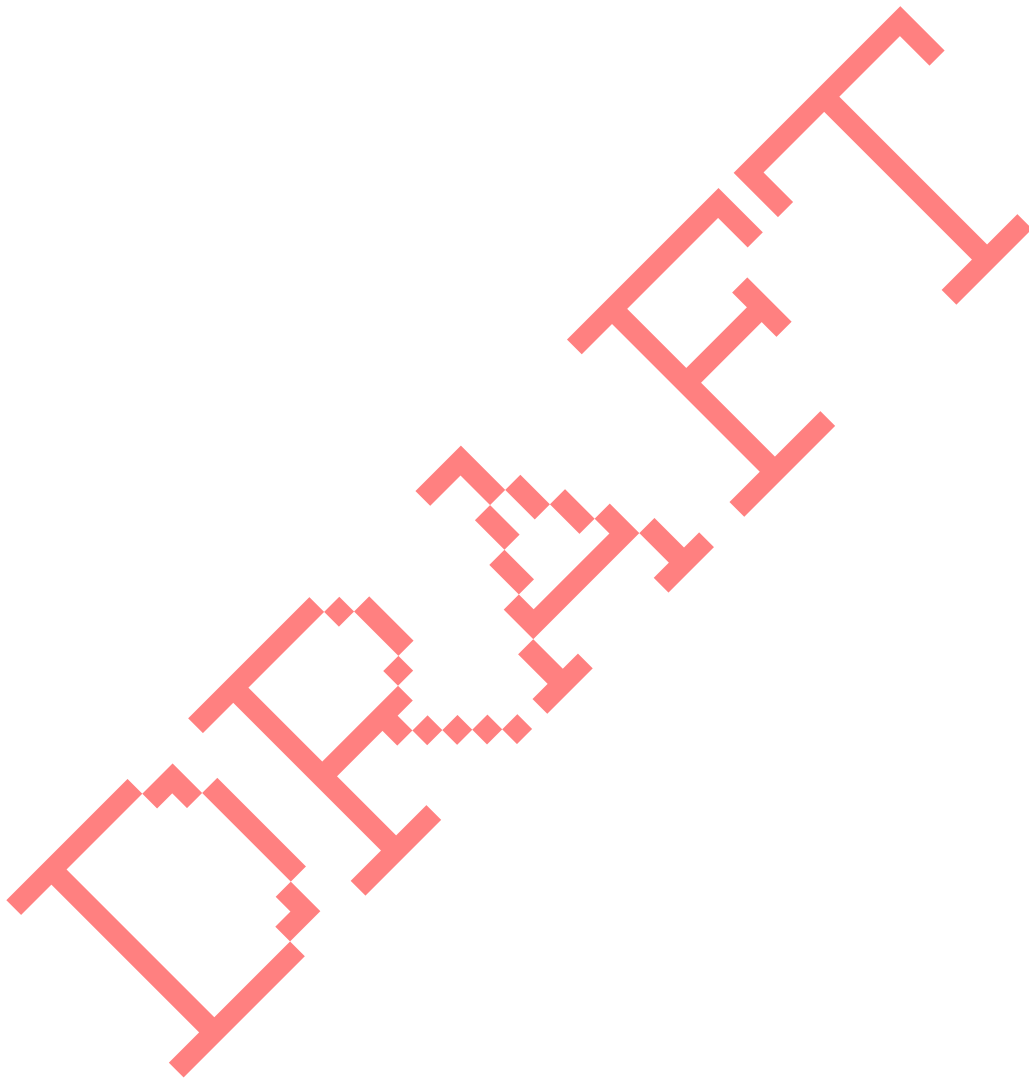
GeoProcess Research Associates Inc.

- North Keswick Creek Realignment (DRAFT DESIGN BRIEF), Dated March 2024
- North Keswick Creek Realignment Natural Channel Design (DETAILED DESIGN), Dated March 2024

SCHEDULE “H”

WELL MONITORING PLAN

*** To be Provided by the Owner ***



SCHEDULE “I”

CONSTRUCTION MANAGEMENT AND DEVELOPER COMMUNICATION PLAN

*** To be Provided by the Owner ***

