

THE CORPORATION OF THE TOWN OF GEORGINA
SANDRA GAYLE, PANCHE BRASNARSKI, LIDIA BRASNARSKI, JJACCK HOLDINGS
LTD. & CINESKY INC.

CONSTRUCTION OF ROAD EXTENSION (ASHWOOD AVENUE, GEORGINA)

DEVELOPMENT AGREEMENT

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THIS AGREEMENT made in duplicate on this day of _____

BETWEEN:

**SANDRA GAYLE, PANCHE BRASNARSKI, LIDIA BRASNARSKI,
JJACCK HOLDINGS LTD. and CINESKY INC.,**

Hereinafter collectively called the "OWNERS"

OF THE FIRST PART:

-and-

THE CORPORATION OF THE TOWN OF GEORGINA,

Hereinafter called the "TOWN"

OF THE THIRD PART:

WHEREAS the Owners are the registered Owners of certain Lands in the Town, as described in Schedule "A" attached hereto;

AND WHEREAS the Owner of Lot 101, Plan 302 desires to construct a single detached dwelling on the said Lands;

AND WHEREAS the Lands do not front onto an assumed public highway;

AND WHEREAS the Town's Zoning By-law 500 prohibits the erection of a single detached dwelling on a lot which does not front onto an assumed public highway;

AND WHEREAS the Town requires as a condition of the site alteration and development of the Lands the installation of an improved roadway on the untraveled portion of the road allowance upon which the Lands have frontage to allow access for vehicular traffic, as shown on the Engineer's Drawing attached hereto as Schedule "B";

AND WHEREAS the Owners have agreed to grant an easement in favour of the Town over a portion of the Lands to facilitate turning manoeuvres for snowplows, garbage trucks, emergency vehicles and other Town service vehicles;

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:

DEFINITIONS:

In this agreement:

- a) "Agreement" means this Development Agreement;
- b) "Director" means the Director of Development Services of the Town of Georgina or his/her designate;
- c) "Lands" means the lands and premises described in Schedule "A";
- d) "Engineering Consultant" means a licensed professional engineer in Ontario who is a member in good standing with the Association of Professional Engineers of the Province of Ontario and has been retained by the Owners in accordance with Section 2.1;
- e) "Works" means, collectively and individually, the construction of (i) an approximately 45.82 metre roadway extension of Ashwood Avenue from the present end of the assumed road to the East boundary of the Lands; (ii) a turnaround for municipal service vehicles as shown on Schedule "B" hereto; and (iii) the Works listed in Schedule "C" attached hereto; and,
- f) "Contractor" means a contractor retained by the Owners to construct some or all of the Works.

PART I SCOPE OF AGREEMENT

1.1 The Owners hereby covenant and agree to complete the Works at their own expense and in a good and workmanlike manner to the satisfaction of the Director.

1.2 The Owners hereby covenant and agree that the Owners shall complete the construction of the said road extension/ upgrade prior to undertaking the construction of the driveway which is to be located and constructed on the untravelled portion of the road allowance in accordance with the Engineering Consultant's Drawings.

1.3 The Owners hereby covenant and agree to complete the Works prior to the issuance of a building permit to construct a single detached dwelling on the Lands.

PART II ENGINEERING CONSULTANT

2.1 The Owners hereby covenant and agree to retain an Engineering Consultant. The Engineering Consultant shall prepare the drawings necessary for the construction of the Works, and shall provide his or her certificate respecting the drawings for acceptance purposes in accordance with Section 8.1.

PART III DESIGN AND SPECIFICATIONS

3.1 The design and specifications of the Works, as shown on the drawings submitted by the Engineering Consultant, shall be subject to review by the Director.

PART IV INSPECTION OF THE WORKS

4.1 The Director, or any person or persons acting on his or her behalf, shall have the right to inspect the installation and construction of the Works at all times.

PART V CONSTRUCTION OF THE WORKS

5.1 No Works or preparation of the Lands in anticipation of the commencement of the Works shall be undertaken until a condition survey is completed of all existing dwellings located along the subject road frontage, vibration monitoring has been installed by a geotechnical consultant, and the drawings submitted by the Engineering Consultant.

5.2 The Owners hereby covenant and agree to construct the Works in accordance with the drawings submitted by the Engineering Consultant, as approved, and in accordance with Schedules “B” and “C” attached hereto. Further, the driveway shall be constructed in accordance with a lot grading and drainage plan prepared by the Engineering Consultant and approved by the Director.

5.3 If at any time the construction of the Works is, in the opinion of the Director, not being carried out in accordance with good engineering practice, then the Director may stop further construction of all or any part of the Works for any reasonable length of time until such Works have been placed in satisfactory condition.

5.4 The Owners agree to construct Ashwood Avenue abutting the Lands to an assumable standard, as determined by the Director, at their expense. Upon completion of the roadworks as determined by the Director of Development Services, a two (2) year maintenance period will commence. Upon preliminary acceptance of the Works, the Town may, at its discretion, and upon written request from the Owners, reduce the securities required by up to eighty percent (80%) of their original value. Prior to the granting of any such reduction, the Owners shall submit to the Town a Statutory Declaration that they have paid all Contractors and Subcontractors associated with the construction of the Works and complied fully with the provisions of the *Construction Act*. Upon final acceptance of the works by the Director, the remaining 20% of the securities will be released.

5.5 The Owner agrees to comply at all times with O. Reg. 406/19 and O. Reg 153/04 made under the *Environmental Protection Act*.

5.6 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,
- Neighbourhood liaison plan and key contact information.

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

5.8 The Owners acknowledge and agree that notwithstanding anything in the Town’s By-law 2003-0075 (PWE-1), as amended, being a by-law to

prohibit and regulate noise likely to disturb the inhabitants of the Town of Georgina, the hours of work will be limited to 7:00 a.m. to 8:00 p.m. Monday to Saturday.

PART VI APPROVALS

6.1 The Owners agree that they shall obtain any and all approvals required by the Town, the Regional Municipality of York, the Ministry of Natural Resources, the Lake Simcoe Region Conservation Authority, and any other governmental authority having jurisdiction, and nothing herein shall relieve the Owners from obtaining all approvals and consents required by any such governmental authority.

PART VII COMPLETION OF THE WORKS

7.1 The Town shall provide the Owners and/or their Engineering Consultant with the Town checklist for assumption of the road extension within fifteen (15) days from the date of this Agreement.

7.2 The Owners agree that they shall complete the construction and installation of the Works within twelve (12) months from the date of this Agreement and that once the Works have been completed pursuant to Section 5.4 and Schedule "C", a building permit for a single detached dwelling to be constructed on the Lands may be issued by the Town if all requirements relating thereto have been satisfied.

PART VIII ACCEPTANCE OF THE WORKS

8.1 Upon the completion of the Works, the Engineering Consultant shall, within fifteen (15) days, submit a Certificate of Completion (the "Certificate") to the Director. The Director shall, within thirty (30) days of receipt of the Certificate, either advise the Engineering Consultant in writing that such Works have been satisfactorily completed, or set forth in writing particulars of any deficiencies regarding the Works.

8.2 The Owners agree that they shall rectify any deficiencies, as referred to in Section 8.1, within fifteen (15) days of receiving the written particulars of those deficiencies from the Director.

PART IX FAILURE TO COMPLETE THE WORKS

9.1 In the event that the Owners fail to complete the Works in accordance with the provisions of this Agreement, the Town may undertake to do so, in which case it may use the securities deposited in accordance with Schedule "D" to pay the costs incurred in completing the Works. Should such costs exceed the amount of the securities then on hand, the Town may collect the amount of such excess in the same manner as it collects property taxes.

PART X LIABILITY INSURANCE

10.1 Prior to the execution of this Agreement by the Town, the Owners covenant and agree to supply to the Town with General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) in a form satisfactory to the Town, including but not limited to coverage for bodily injury including death, personal injury, and property damage including loss of use thereof. The policy shall contain a cross-liability and severability of interest clause, protecting the Town against claims by the Owners as if it were separately insured, and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured. The Town shall be named as an additional insured.

10.2 All Liability Insurance policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.

10.3 In the event that the Owners fail to maintain insurance as required, the Town shall have the right to provide and maintain such insurance and the Owners shall pay the cost thereof to the Town within fourteen (14) days of being invoiced therefor, failing which the Town may collect such cost in the same manner as it collects property taxes.

10.4 Evidence of insurance must be satisfactory to the Town and shall be provided prior to the Town's execution of this Agreement. Such insurance shall remain in effect until final assumption of the roadway extension.

PART XI INDEMNIFICATION

11.1 The Owners covenant and agree to 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 this Agreement, the construction of the Works, or the maintenance or lack of maintenance of such Works by the Owners pursuant to the terms of this Agreement from the date of commencement of any Works until final acceptance of the roadway.

PART XII ADMINISTRATION

12.1 This Agreement shall be registered on title to the Lands in the appropriate Land Registry Office. The Owners shall pay all associated costs of same, and shall provide to the Town all executed documents, including but not limited to any postponements, discharges and/or partial discharges required by the Town in order to ensure that this Agreement and any Transfer required in connection therewith shall take effect as though executed and registered prior to the creation of any encumbrance affecting the Lands.

12.2 The Owners acknowledge the Town's authority to enter into this Agreement, and agree not to challenge such authority in any proceedings before a Court or other tribunal. Should the Owners, notwithstanding this Section 12.2, institute any proceedings, the approvals to which this Agreement relates shall be deemed to have been revoked. This Section 12.2 may be pleaded by the Town as a bar to any such challenge by the Owners.

12.3 Prior to the execution of this Agreement by the Town, the Owners shall provide a Transfer of an Easement over a portion of the Lands designed to facilitate turning maneuvers for snow ploughs, garbage trucks, emergency vehicles and other Town service vehicles, together with a draft Reference Plan depicting said portion of the Lands. Such Transfer of Easement and draft Reference Plan shall be acceptable to the Town, and the Owners shall pay all costs associated with the depositing and registration of the said Transfer of Easement and Reference Plan.

PART XIII ADDRESS OF TOWN, OWNERS AND ENGINEERING CONSULTANT

13.1 If any notice is required by this Agreement to be given to any of the parties or persons listed below, such notice shall be mailed or delivered by courier or facsimile transmission to:

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:

JJACCK Holdings Ltd.
226 Churchill Road South
Acton, ON L7J 0A7
Attention: Kyle McDonald
Phone: 519-244-7301

Cinesky Inc.
26 Captain Francis Drive
Markham, ON L3R 9C6
Attention: Shaoyi Rao
Phone: 416-659-0681

16 Chloe Crescent
Markham, ON L3S 2H6
Attention: Sandra Gayle
Phone: 647-280-3679

16 Rockwood Drive
Scarborough, ON M1M 3N1
Attention: Panche Brasnarski
Phone: 416-910-4660

16 Rockwood Drive
Scarborough, ON M1M 3N1
Attention: Lidia Brasnarski
Phone: 416-554-3731

Engineering Consultant

If made to the Engineering Consultant, it shall be addressed to:

BJH Engineering Ltd.
25944 Woodbine Avenue,
Keswick, ON L4P 0L1
Attention: Brian Hong
Phone: 1 888 530 0699

or such other addresses of which any party or person has notified the others in writing. Any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this agreement. 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 post office.

PART XIV ENUREMENT

14.1 This Agreement, including the covenants contained herein and the Schedules attached hereto, shall bind and enure to the benefit of the Town, the Owners, and their respective successors and assigns.

PART XV SUMMARY OF SCHEDULES

- 15.1 Schedule "A"
Legal description of the Lands.
- 15.2 Schedule "B"
Engineering Consultant's Drawing.
- 15.3 Schedule "C"
Works to be Constructed by the Owners.
- 15.4 Schedule "D"
Estimated Cost of Construction.
- 15.5 Schedule "E"
Payments and Securities.
- 15.6 Schedule "F"
Town Approved Drawing Package.
- 15.7 Schedule "G"
Draft R Plan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day first above written, as attested to, in the case of each corporate party, by the hands of their proper signing officers duly authorized in that behalf.

) **JJACCK HOLDINGS LTD.**
)
)
)
)
) _____
) KYLE MCDONALD
) We have the authority to bind the corporation
)
) **CINESKY INC.**
)
)
)
)
) _____
) SHAOYI RAO
) We have the authority to bind the corporation
)
) SANDRA GAYLE
)
)
)
)
) _____
) SANDRA GAYLE
) We have the authority to bind the corporation
)
) PANCHE BRASNARSKI
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)
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)
) _____
) PANCHE BRASNARSKI
) We have the authority to bind the corporation
)
) LIDIA BRASNARSKI
)
)
)
)
) _____
) LIDIA BRASNARSKI
) We 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"

BEING A LEGAL DESCRIPTION OF THE LANDS

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

Lot 96 – PIN 03534-0709

Description: Lot 96, Plan 302, Georgina

Registered Owners: Panche Brasnarski and Lidia Brasnarski

Lot 97 – PIN 03534-0710

Description: Lot 97, Plan 302, Georgina

Registered Owner: Cinesky Inc.

Lot 98 – PIN 03534-0711

Description: Lot 98, Plan 302, Georgina

Registered Owner: Sandra Charmaine Antoinette Gayle

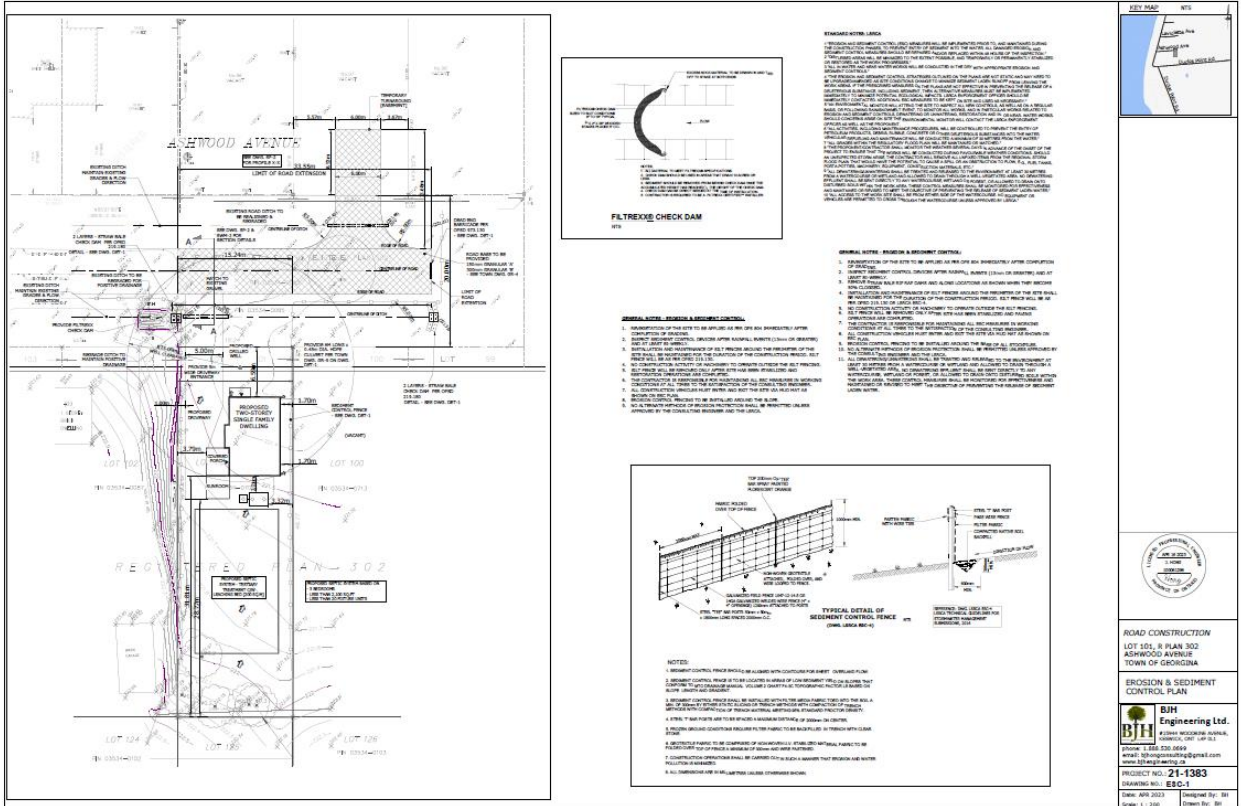
Lot 101- PIN 03534-0706

Description: Lot 101, Plan 302, Georgina

Registered Owner: JJACCK Holdings Ltd.

SCHEDULE "B"

ENGINEERING CONSULTANT'S DRAWING



SCHEDULE "C"

WORKS TO BE CONSTRUCTED BY THE OWNERS

1. GRADING & DRIVEWAYS:

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

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

The Owners covenant and agree to place asphalt makeup as per the approved drawings, from the paved northeast edge of Ashwood Avenue to the southeast lot line of Lot 98, Plan 302, as well as a permanent turnaround easement measuring 16 metres deep by 6 metres wide, on Lot 97, Plan 302, in accordance with the Town's Development Design Criteria to facilitate turning manoeuvres for snowplows, garbage trucks, and emergency services vehicles.

Prior to occupancy of any dwelling, the granular base shall be installed and compacted on the driveway in accordance with the Town's *'Development Design Criteria'*, as amended.

2. SODDING:

Placing of sodding on all lots where the turf has been disturbed and/or where there is no turf with the exception of those areas that are hard surfaced or similarly finished by landscaping.

3. RESTORATION:

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

4. 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 "D"

ESTIMATED COST OF CONSTRUCTION

Gravel Driveway Services

Jan 18, 2024

6 Algonquin
Aurora Ontario

Ashwood Avenue Extension Quotation

Site silt protection and erosion control. Regular 36" silt fence installed at perimeter of work area. Straw bales placed at outflow areas as per plan.

Work area grubbed and organic material stripped. Excess material removed from site to elevation of appropriate sub grade. Subgrade of road cut and driveway aprons cut and compacted/proof rolled.

Road base supplied and installed as per drawings provided. Base compacted to min 98 proctor.

Cost of soils testing if needed not provided by us.

Culvert for 4 driveways and 1 turnaround driveway supplied and installed as per plans. **Drawings call for 6m long culverts. That is insufficient for 6m wide roadways. 9M long culverts will be provided.**

Rip rap installed in ditch profiles as per plan.

Roadway, turnaround, and driveway aprons to point of property boundary, paved with 2 layers of asphalt as per profile in plan. 666M2 of paving area.

Silt control maintained during duration of job, and removed at appropriate stability point after completion of job.

1 year warranty on all material and labour.

Cost of job as described above. \$102,105.00 plus Hst

Engineering Contingency 10% (Excluding HST)	\$10,210.50
Construction Contingency 10% (Excluding HST)	\$10,210.50

Total (Excluding HST)	\$122,526.00
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PAYMENTS AND SECURITIES

Forthwith upon execution of this Agreement, the Owners agree to pay the following amounts and provide the following payments and securities:

PAYMENTS

1. Agreement Preparation

An amount of \$4,758.00 as a contribution towards 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), Amended by Bylaw #2020-0036 (PL-7).

2. Registration of Documents

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

3. 5.4% Engineering Fees

Prior to the execution of this Agreement, the Owners agree that they shall pay an amount of 5.4% (**5.4% of \$122,526.00 = \$6,616.40**) of the value of all works and services within the right-of-way and the Lot 97 easement to be constructed by the Owners, as estimated by the Owners' consultant in the Cost Estimate and confirmed by the Director, towards the Town's engineering and legal costs.

Prior to the execution of this Agreement, the Owners agree that they shall pay a total amount of 2.7% (**2.7% of \$122,526.00 = \$3,308.20**) of the value of all works and services to be constructed by the Owner, as estimated by the Owner's consultant in the Cost Estimate under Schedule "D".

4. Boulevard Trees

Install a minimum of six (6) street trees in the locations to be determined by the Town's Landscape Architect and in accordance with the Town's Development Design Criteria, as amended. In the event that the planting of street trees is not feasible, cash-in-lieu of tree planting shall be provided in accordance with the Town's Tree Preservation and Compensation Policy, as amended.

PAYMENTS AND SECURITIES

SECURITIES

1. Prior to the commencement of construction, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor, or at the Owner's option, a cash deposit, **in an amount equal to 100% of the cost of the Works. The Owners shall submit a detailed cost estimate for review and approval prior to commencement.**
2. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or, at the Owner's option, a cash deposit, in the amount of **\$100,000.00 as a road fouling deposit.**

SCHEDULE "F"

TOWN APPROVED DRAWING PACKAGE

Drawing Index – BJH Engineering

SP-1	Site Grading Plan	April 2023
SP-2	Section A-A / Profile X-X	April 2023
DET-1	Details & Notes	April 2023
SWM-1	Stormwater Management Plan	April 2023
ESC-1	Erosion & Sediment Control Plan	April 2023

SCHEDULE "G"

DRAFT R PLAN

To Be Provided