

ENVIRONMENTAL ASSESSMENT AGREEMENT

THIS AGREEMENT made this day of June, 2021 (the “Effective Date”).

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN

(the “City”)

and

BLOCK 27 LANDOWNERS GROUP INC.

(the “Trustee”)

RECITALS:

- A. Each Participating Owner is the registered owner of real property that is situated within the Block 27 Development Area.
- B. The Trustee has been appointed to act on behalf of the Participating Owners and to coordinate certain matters between the Participating Owners and the City, as contemplated herein.
- C. The Participating Owners and the City have agreed to proceed with the completion of comprehensive environmental assessments for certain Projects benefitting the Lands, as set out on Schedule “B” attached hereto, and for the Participating Owners to front-end and cover the costs thereof.
- D. The Participating Owners and the City wish to confirm the manner in which the Participating Owners will participate in the process for the environmental assessments, as provided for in this Agreement.
- E. The City is authorized to execute this Agreement through the enactment of Resolution # ● by the City’s Council at its Regular Meeting of June 1, 2021.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ten dollars (\$10.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties and in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In this Agreement, the following terms and expressions shall have the following meanings:

“**Actual Costs**” means the total costs paid and incurred by the Participating Owners (including applicable HST) in accordance with this Agreement related to the EA Process, including Administrative Costs and Contingency Costs, as confirmed by the City.

“**Administrative Costs**” means the internal costs incurred by the City for involvement in the EA Process, including but not limited to staff involvement, approval application costs, EA Process advertising, plus applicable HST in the fixed amount of thirty thousand (\$30,000.00) dollars (inclusive of HST), to be paid by the Participating Owners by lump sum payment upon execution of this Agreement, in full and final satisfaction of the City’s Administrative Costs as contemplated for in this Agreement. For clarity, the Administrative Costs shall exclude costs incurred by the City for peer review of the EA Process and/or matters related thereto [for example, but without limitation, the costs of engaging an external engineer (currently ●) to review and/or advise the City as to the EA Process and/or matters related thereto and external legal/consultant costs] and the City shall be solely responsible for any such peer review and external legal/consultant costs.

“Agreement” means this agreement and all Schedules attached hereto, as same may be amended from time to time.

“Block 27 Development Area” refers to lands within the Block 27 Development Area in the City of Vaughan, as shown on Schedule “A”.

“Budgeted Costs” means the total price to undertake the work in relation to the EA Process up to the Completion thereof, including applicable HST, subject to adjustments in accordance with the terms of this Agreement prior to the City’s confirmation of Actual Costs. Budgeted Costs also include Contingency Costs, and Administrative Costs.

“Business Day” means a day other than Saturday or Sunday or any day upon which the principal commercial banks in the City of Vaughan are not open for business during normal banking hours.

“Completion” means the date on which the studies related to the EA Process have been completed and the environmental assessment (and related environmental servicing report) has been approved by the MECP.

“Contingency Costs” means a general contingency on account of cost overruns over and above the Budgeted Costs [forecasted at a rate of 10% of the price (calculated before HST) set out in the accepted proposal(s) from the consultants engaged for the EA Process.]

“EA Process” means the Municipal Class Environmental Assessment process (Municipal Engineers Association October 2000 as amended), up to and including resolution of any elevation requests, to be undertaken in accordance with the *Environmental Assessment Act* for the Projects shown on Schedule “B” attached hereto.

“Environmental Assessment Act” means the *Environmental Assessment Act*, R.S.O. 1990, c. E. 18, as amended, revised or consolidated from time to time and any applicable regulations or successor legislation thereto.

“Group Manager” means **DELTA URBAN INC.**, or other person(s) or firm(s) appointed by the Participating Owners from time to time.

“HST” means the Harmonized Sales Tax (as same may be amended and/or replaced from time to time).

“Lands” means the lands located within the City, as shown on Schedule “A” attached hereto; and those portion of the Lands which are owned by the Participating Owners being legally described on Schedule “A-1” attached hereto.

“Liaison Meetings” means the regular, on-going meetings held by the City with the Participating Owners for the purpose of discussing and deliberating planning, servicing, and financial considerations relating to the EA Process.

“MECP” means the Ontario Ministry of the Environment, Conservation and Parks (or the successor thereof from time to time, as the case may be).

“Participating Owner” means an owner of lands within the Block 27 Development Area named in Schedule “F” and who pursuant to this Agreement has agreed, via the Trustee, to fund the Actual Costs;

“Parties” means the parties to this Agreement, and each individually being a “Party”;

“Project” means a particular project, phase, or assignment of work that forms part of the EA Process as set out in Schedule “B” attached hereto, and which may have a specific portion of the Budgeted Costs for the EA Process also set out in Schedule “B”.

“Secondary Plan” means the secondary plan which was approved and adopted on May 17th, 2019 for the Block 27 Development Area.

“Security” means cash or letters of credit provided by the Participating Owners to secure their payment obligations under this Agreement on terms and in amounts acceptable to the Trustee.

“Trustee” means the Trustee hereinabove named, or such other person or firm appointed by the Participating Owners to act as the Trustee pursuant to this Agreement.

ARTICLE 2 GENERAL PRINCIPLES

- 2.1 The Parties agree that the following constitute the general principles which govern the interpretation, application and administration of this Agreement and agree to be bound thereto:
- (a) The EA Process contracts will be awarded, secured, and paid for, as outlined in Schedules "B" and "C". Schedule "B" sets out the deliverables associated with each Project, the Budgeted Costs associated with each Project, and the amount of the Security required to secure payment of each Project. Schedule "B" is subject to amendment from time to time as Budgeted Costs are determined and a new version of Schedule "B" will be delivered at the commencement of each year during the EA Process.
 - (b) No contract for any Project related to the EA Process shall be awarded by the Participating Owners with respect to any Project until such time as the Trustee receives Security from the Participating Owners of 100% of that portion of the Budgeted Costs with respect to such Project as set out in Schedule "B". If the Trustee is not fully funded in this manner, the work will not proceed as the contract(s) will not be awarded.
 - (c) The Participating Owners have retained the Trustee to act on their behalf for the purposes of calling for, holding and administering funds and security that are required to pay the Budgeted Costs for the EA Process in accordance with this Agreement.
 - (d) The Participating Owners will secure one hundred percent (100%) of the Budgeted Costs and will collectively fund one hundred percent (100%) of the Actual Costs (to be paid out of the Security, as hereinafter set out).
 - (e) The Budgeted Costs for each Project of the EA Process shall be secured by the Participating Owners providing Security to the Trustee, in advance of the contract(s) for a particular Project being awarded. The Trustee shall deliver confirmation to the City confirming that it has received such Security from the Participating Owners.
 - (f) The Participating Owners shall provide the City with the Administrative Costs upon execution of this Agreement.
 - (g) The Trustee and/or Group Manager shall be responsible for administering cash calls to the Participating Owners and delivering all required funds to the consultants and the City (as the case may be) to pay the Actual Costs.
 - (h) The Participating Owners will provide the engineering and other consulting services required to complete the EA Process, subject to funding having been made available to the Trustee under this Agreement.
 - (i) Any consent or approval required or permitted under this Agreement shall be sought and considered reasonably, in good faith and on a timely basis.
 - (j) At any time during the EA Process, including (without limiting the generality of the foregoing) upon the issuance of any Notice of Completion for any Projects included in the EA Process under the *Environmental Assessment Act*, no Participating Owner shall make a request to the Ontario Minister of MECP for an order to comply with Part II of the *Environmental Assessment Act* and/or request to the federal Minister of Environment for compliance with additional requirements under the *Impact Assessment Act, (SC 2019 c. 28 s.1)*.
 - (k) The City has entered into this Agreement based on the representations of the Participating Owners including representations that the City will not be responsible for the costs of the EA Process.

ARTICLE 3 PROCESS

- 3.1 The City and the Participating Owners shall be the co-proponents of the EA Process. The Trustee/Participating Owners covenant and agree to retain all necessary consultants, enter into all necessary contracts and complete all necessary work related to the undertaking and completion of the EA Process, and to draw upon the funds provided by the Participating Owners pursuant to this Agreement to pay for same.
- 3.2 The Participating Owners acknowledge and agree that the contents of any report or any drawings prepared by the consultants retained by the Participating Owners in relation to the EA Process shall be provided to the City and the City's consultants. The Trustee agrees to obtain the right for the City to rely on the Participating Owners' consultant's reports and the Trustee will obtain an acknowledgement from the Participating Owners' consultant that the Trustee is not acting as an agent for the City.
- 3.3 The Participating Owners acknowledge and agree that they shall provide all information requested by the City, through staff employed by the City or consultants retained by the City, in order to complete the review of the EA Process. Such information shall be provided in as timely a manner as is reasonably possible.
- 3.4 Through regular, on-going Liaison Meetings between the City and the Participating Owners, the City shall be given a meaningful opportunity to comment on the EA Process, including, without limitation, with respect to the review, negotiation and approval of any unforeseen costs or contingencies which may arise during the EA Process. The Participating Owners acknowledge that the ultimate authority remains with the City in respect of any decision relating to the EA Process. Such Liaison Meetings will be in addition to the public meeting and notification requirements that the EA Process must satisfy pursuant to the *Environmental Assessment Act*.
- 3.5 The Participating Owners shall undertake and complete all aspects of the EA Process in accordance with the terms of this Agreement, and shall use commercially reasonable efforts to adhere to the schedule set out in Schedule "C" subject to joint review and consultation on a regular basis through the Liaison Meetings.

ARTICLE 4 CONTRIBUTIONS AND ADMINISTRATION

- 4.1 Administration of Security – The Trustee shall hold and administer all Security provided by the Participating Owners pursuant to this Agreement and shall utilize same to pay the Actual Costs of the EA Process in accordance with this Agreement.
- 4.2 Payment of Invoices – The consultants engaged to complete the EA Process will invoice the Trustee the Actual Costs incurred with respect to the EA Process Projects. The Trustee shall forward the invoices to the Participating Owners prior to payment for a fixed review period. If the Trustee receives no valid comments or objections during such review period, the invoices shall be deemed to be approved by the Participating Owners, and the Trustee shall proceed to pay same out of the funds and Security held by the Trustee.
- 4.3 Drawing on Security – The Trustee shall be entitled to draw down and utilize the Security provided from time to time in order to satisfy the obligations of the Participating Owners pursuant to this Agreement, in accordance with this Agreement.

In the event of any default by the Trustee/Participating Owners under this Agreement with respect to the payment of any Actual Costs related to the EA Process, the City shall be entitled to demand that the Trustee draw down and release sufficient funds from the Security so as to rectify the Participating Owners' default as aforesaid, and the Trustee is irrevocably and unconditionally authorized and directed by the Participating Owners to do so.

- 4.4 Final Projects of the EA Process – During the final Project of the EA Process, as set out on Schedules "B" and "C", the Trustee may draw down on any Security being held by it to pay the invoices, if there are sufficient funds available to pay the Actual Costs from the Security. Following Completion of the EA Process, the Trustee shall release any remaining excess Security to the Participating Owners, based on their respective pro-rata shares thereof, and shall provide confirmation of such release to the City.

ARTICLE 5 REPRESENTATION AND WARRANTIES

- 5.1 Representations and Warranties of the Trustee– The Trustee hereby represents and warrants, as of the date of this Agreement:
- (a) If it is not an individual, it is duly formed, organized and subsisting under the laws of its formation;
 - (b) it has all necessary capacity, power, authority, rights, consents, and approvals to enter into and to carry out the provisions of this Agreement;
 - (c) this Agreement has been duly authorized;
 - (d) neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof:
 - (i) if it is a corporation, conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under its constating documentation ; and
 - (ii) conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under any agreement, licence or other instrument to which it is a party or by which it is bound; and
 - (e) to its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the it which could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement.
- 5.2 City's Representations and Warranties - The City represents and warrants, as of the date of this Agreement that:
- (a) it is a municipal corporation duly established and organized under the laws of the Province of Ontario;
 - (b) it has all necessary capacity, power and authority to enter into this Agreement and, subject only to the qualifications expressly provided in this Agreement, to carry out the provisions of this Agreement and this Agreement has been duly authorized by a by-law enacted by the Council of the City; and
 - (c) to its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the City which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 6 COMMENCEMENT, TERM, DEFAULTS AND TERMINATION

- 6.1 Commencement and Termination - This Agreement shall commence on the Effective Date. Subject to the early termination provisions set out in this section, this Agreement shall terminate on the date the Trustee has: (a) confirmed the Actual Costs for the EA Process; (b) paid all amounts owing to the City pursuant to this Agreement; (c) issued a final accounting for the Actual Costs in accordance with Section 4.9; and (d) reimbursed any excess Security/funds to the Participating Owners. The Trustee (on behalf of the Participating Owners) shall terminate the EA Process where the City or the Trustee advises that it has determined that the EA Process has become impractical or unwarranted as a result of action taken by other levels of government, or if for any reason the funding is not provided in accordance with the terms of this Agreement. In the event of any such termination, the Trustee shall return to the Participating Owners those funds received from them under this Agreement that have not been used to pay, and are not required to pay, costs incurred under this Agreement up to the date of termination.
- 6.2 Notice by City of Default and Curing of Default – Where the Trustee fails to comply with an obligation of the Trustee under this Agreement, a Party affected by such default may give written notice to the Trustee specifying the nature of the default and the actions required to cure such default and the time for curing such default, provided the time for curing the default shall not be less than fifteen (15) Business Days. With respect to any defaults affecting the City, if the Trustee does not cure the default in the manner specified

in the notice, then the Participating Owners shall be in default and shall be required to contribute as necessary to remedy the default to the satisfaction of the City in its discretion. Interest will be owing on overdue amounts at the prime rate of interest charged by the Toronto Dominion Bank to its best commercial customers in Toronto, plus 10%, calculated, compounded and payable monthly.

- 6.3 Impact of Default on Participation – In the event of a default as described in Section 6.2, the defaulting Participating Owners shall lose their entitlement to participation by the Participating Owners’ representatives at on-going Liaison Meetings which entitlement shall be restored only upon the curing of the default.
- 6.4 Restoration of Rights to Defaulting Participating Owners Upon Curing of Default – Upon curing the default the defaulting Participating Owners shall cease to be in default and shall be restored to their rights as if such default had never occurred.
- 6.5 Enforcement by Trustee - If the Participating Owners have not cured the default in the manner and within the time specified in Section 6.2, the Trustee shall be responsible for pursuing any and all necessary enforcement measures opposite the Participating Owners. The City shall not be responsible for pursuing any enforcement measures opposite the Participating Owners.

ARTICLE 7 ASSIGNMENT

- 7.1 Assignment - This Agreement may not be assigned by the Trustee or the Participating Owners without the prior written consent of the City, which consent shall not be unreasonably withheld.
- 7.2 Successors and Assigns - It is hereby agreed by the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and permitted assigns.
- 7.3 No Registration of Agreement - This Agreement (or any notice thereof) shall not be registered on title to any Participating Owner’s lands or City lands.

ARTICLE 8 LIMITATIONS AND INDEMNITIES

- 8.1 City’s Consideration of Development Applications - Any approvals sought by the Participating Owners for the development of the Participating Owners’ lands located within the Lands are subject to all necessary approvals, reviews and considerations by the City. This Agreement shall not in any way whatsoever fetter, detract from or limit the right or ability of the City or the Council of the City to exercise any of its powers under the *Planning Act* or any other legislation, including, but not limited to, its power to refuse to approve zoning by-laws, plans of subdivision, condominium plans or site plans or to impose conditions (except the early payments required pursuant to this Agreement), including conditions requiring phasing of the development of the Participating Owners’ lands.
- 8.2 Force Majeure - If the City or Trustee is delayed or hindered in or prevented from the performance of any act required to be performed by the City or Trustee under this Agreement by reason of acts of God, strikes, lockouts, unavailability of materials, curtailment of transportation facilities, failure of power, prohibitive governmental laws or regulations, riots, insurrections, war, terrorist activities, explosions, pandemic, unavoidable casualty or the act or failure to act of any other party [except those for whom in law the City or Trustee (as the case may be) is responsible], adverse weather conditions preventing the performance of work, or other unspecified, unforeseen or uncontrollable events beyond the applicable party’s control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay.
- 8.3 Participating Owners to Indemnify City for Breach by Participating Owners/Trustee - The Trustee and Participating Owners shall indemnify and save the City and its employees, elected officials, officers, contractors, sub-contractors, servants and agents completely harmless from and against all costs, actions, suits and liabilities directly or indirectly arising from or in any way connected with a breach by the Trustee or any Participating Owner of its obligations under this Agreement (except where such breach has arisen as a result of the negligence of the City or those for whom in law the City is responsible).

- 8.4 Defence of Agreement - If the legality, validity or enforceability of this Agreement or the capacity and authority of the City to enter into this Agreement and carry out or enforce its provisions is called into question or challenged in any way whatsoever in any action, appeal, review or proceeding of any kind whatsoever before a Court of competent jurisdiction or any administrative tribunal by any person, the City shall defend and support the legality, validity or enforceability of this Agreement and the capacity and authority of the City to enter into this Agreement and carry out or enforce its provisions provided the Participating Owners provide such reasonable assistance to the City in such defence and support as the City may reasonably require including, without limiting the generality of the foregoing, becoming a party at the Participating Owners' sole cost and expense in any such action, appeal, review or proceeding and the Participating Owners paying the City's reasonable legal, consulting and other fees and expenses, costs (including costs awarded against the City), and disbursements reasonably incurred by the City in such defence and support.
- 8.5 Capacity of City to enter Agreement - The Trustee and Participating Owners agree that they will not question the capacity of the City to enter into this Agreement or question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the Trustee and Participating Owners, and their successors and permitted assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.
- 8.6 Agreement Voluntary - If a Court of competent jurisdiction or an administrative tribunal determines that all or part of this Agreement is illegal or beyond the authority of the City, the Participating Owners acknowledge and agree that the Participating Owners voluntarily entered into this Agreement, that, on the strength of this Agreement the City retained the consultants to complete this Agreement, and the EA Process, that the Participating Owners' lands benefited from the EA Process.
- 8.7 Release of City - The Trustee and Participating Owners hereby release and forever discharge the City and its employees, elected officials, officers, contractors, sub-contractors, servants and agents from all costs, actions, suits and liabilities of any kind whatsoever that the Trustee or Participating Owners or both have had, have or may in future have (except which have arisen as a result of the negligence or default of the City or those for whom in law the City is responsible) directly or indirectly arising from or in any way connected with this Agreement. The Parties agree that this release and discharge shall survive the expiration or termination of this Agreement.

ARTICLE 9 GENERAL PROVISIONS

- 9.1 Group Manager
- (a) The parties acknowledge and agree that the Group Manager has been appointed and retained by the Participating Owners at their sole cost to represent them in all matters related to this Agreement, including without limitation, communications with the City, the management and administration of the process for the completion of the EA Process, and the implementation and administration of this Agreement, on behalf of the Participating Owners. The parties confirm their intention that all communications and information to and with the City with respect to this Agreement will be directed and coordinated on behalf of the Participating Owners through the Group Manager.
- (b) Notwithstanding any other provision under this Agreement, the Parties acknowledge and agree that any notice or communication between the Trustee and/or the City and the Participating Owners shall be sufficiently delivered from and/or to the Trustee and/or the City (as the case may be) if such notice or communication is delivered to or by the Group Manager, who shall be responsible for delivering such notice or communication among the Participating Owners, and such notice or communication by the Group Manager (including without limitation, with respect to any decisions or approvals required to be made or given pursuant to this Agreement) shall be binding upon all Participating Owners without the requirement for verification of same with the Participating Owners.
- 9.2 Recitals - The parties agree that the recitals herein are true and accurate and form part of this Agreement.
- 9.3 Singular and Plural - Words importing the singular include the plural and vice versa.
- 9.4 Gender - Words importing gender include all genders.

- 9.5 Captions and Headings - The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 9.6 Covenants - Each agreement and obligation of each party hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.
- 9.7 Applicable Law - This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
- 9.8 Currency - All references to currency in this Agreement shall be references to Canadian dollars.
- 9.9 Modifications and Amendments - No modifications or amendment to this Agreement may be made unless agreed to by the parties in writing, except as provided for in this Agreement.
- 9.10 Further Assurances - The parties covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required to implement and carry out, the true intent and meaning of this Agreement.
- 9.11 Severability - If any provision of this Agreement is determined by a Court of competent jurisdiction or any administrative tribunal to be illegal or beyond the power, jurisdiction or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect. In such case the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out in the severed portion and this Agreement herein.
- 9.12 Time of the Essence - Time shall be of the essence in respect of this Agreement.
- 9.13 Agreement may be executed in counterpart and by electronic means - This Agreement may be executed in counterparts (i.e. it shall not be necessary for all of the parties to have signed the same copy hereof) and may be executed and/or transmitted by facsimile or e-mail.
- 9.14 Schedules - The following schedules are attached to and form part of this Agreement:
- | | |
|----------------|--|
| Schedule "A" | Map of Lands |
| Schedule "A-1" | Legal Description of Owners' Lands |
| Schedule "B" | List of EA Process Projects (Terms of Reference) and Budgeted Costs Associated with Each Project |
| Schedule "C" | Schedule for Completion of EA Process |
- 9.15 No fettering of discretion – Without limiting the generality of Section 8.1 hereinabove, the Parties agree and acknowledge that where any provision of this Agreement contemplates a future legislative or policy decision within the discretion of City Council, such decision shall remain within the sole and unfettered legislative or policy discretion of City Council. For greater certainty, nothing in this Agreement is intended to fetter, nor shall it be deemed to have the effect of fettering, such legislative or policy discretion on the part of City Council.
- 9.16 No Partnership, no Agency – Nothing in this Agreement shall be construed as creating a partnership, joint venture or association or a trust, fiduciary or similar relationship between the Parties. It is further understood and agreed that no Party is liable for the acts, covenants and agreements of any other Party, except as may be expressly provided in this Agreement. The Trustee and the Participating Owners shall have no right or authority to incur any liability or obligation, or otherwise act in a manner in the name or on the behalf of the City, or to make any promise, warranty, representation binding the City.

ARTICLE 11 NOTICE

10.1 Particulars for notice - Any notice, demand, acceptance, request or other communication ("**Notice**") required to be given hereunder shall be given in writing and shall be given by personal delivery, facsimile, or e-mail and addressed to:

(a) the City as follows:

The Corporation of the City of Vaughan
 2141 Major Mackenzie Drive
 Vaughan, Ontario L6A 1T1
 Attention: Wendy Law
 Tel: 905 832-8585 (ext. 8700)
 Email: Wendy.Law@vaughan.ca

(b) the Trustee as follows:

Block 27 Landowners
 Group Inc.
 c/o 7501 Keele Street,
 Suite 200
 Vaughan, Ontario
 L4K 1Y2
 Attention: Helen Mihailidi
 Tel: 905-760-2600 (ext. 277)
 Fax: 905-760-2900
 Email: hmihailidi@bratty.com

With a copy to the Group Manager as follows:

Delta Urban Inc.
 8800 Dufferin Street
 Suite 104
 Vaughan, Ontario
 L4K 0C5
 Attention: Myron Pestaluky
 Tel: 905-660-7667
 Fax: 905-660-7076
 Email: myronp@deltaurban.com

10.2 Method of notice - Any notice shall be conclusively deemed to have been given to and received by the party to which it is addressed:

(a) if personally delivered, on the date of delivery; or

(b) if by facsimile or e-mail transmittal, on the day transmission delivery is confirmed by the party delivering the notice, provided that if delivery occurs after 5:00 p.m., City of Vaughan time, on a Business Day or at any time which is not a Business Day, delivery shall be conclusively deemed to have been given on the next Business Day.

10.3 Change in name or address - The City and the Trustee shall promptly give notice as hereinbefore provided of any change in name or address.

10.4 Change to Legislative EA Process - The City agrees that, should there be legislative change to the existing EA Process as contemplated for in this Agreement, then the Participating Owners and the City shall mutually decide whether to continue under the purview of the existing EA Process at the time this Agreement is executed or transition to the new legislative EA Process (as the case may be) at such time.

[Signatures on next page.]

THE CORPORATION OF THE CITY OF VAUGHAN

 Name:

Title:

Name:

Title:

I/We have authority to bind the City.

BLOCK 27 LANDOWNERS GROUP INC.

Name:

Title:

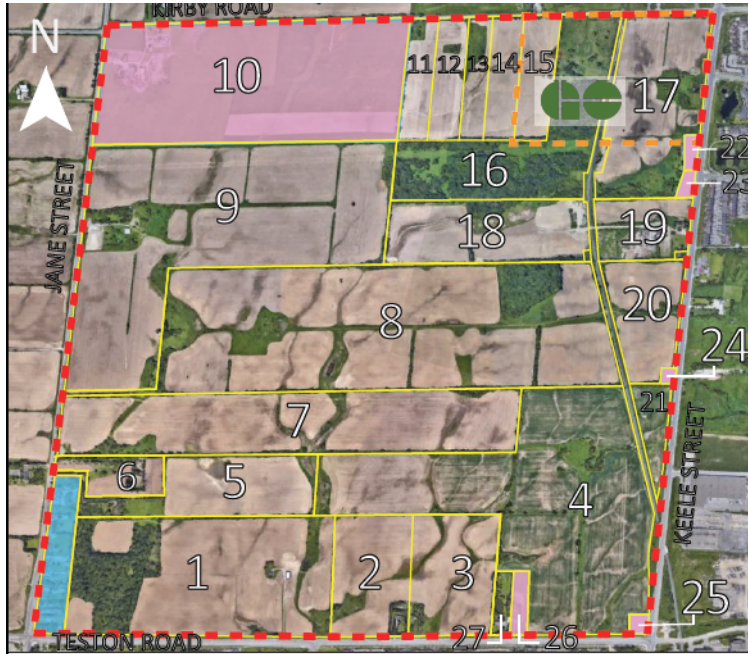
Name:

Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

MAP OF LANDS



Legend

- - - Secondary Plan Area Boundary
- Parcel Boundary
- Small Holdout Parcels (excluded)
- Transit Hub Special Study Area
- ⊗ Transit Hub

Parcel #	Ownership Name	Area (ha)
1	GOLD PARK (MAPLE) INC.;	32.7396
2	BAYVIEW-WELLINGTON PROPERTIES INC.	10.1248
3	ALDERLANE ESTATES INC.;	11.1539
4	FERRARA GLADE INVESTMENT INC.; (BATTISTELLA II)	47.0026
5	TESTON WOODS DEVELOPMENT CORP.; (PREVIOUSLY TAK SOM HO)	12.3284
6	2640131 ONTARIO LTD.; (PREVIOUSLY 530753 ONTARIO LIMITED)	4.0579
7	WEST JANE DEVELOPMENTS INC.;	30.7118
8	GLUSGO HOLDINGS LTD.;	60.3994
9	LORMEL DEVELOPMENTS LTD.;	52.6295
10	NICOLETTI, LINO;	40.3547
11	HEATHFIELD CONSTRUCTION LTD.	4.047
12	HEATHFIELD CONSTRUCTION LTD.	4.0493
13	LA POSTA, ERIKA; DI BIASE, STEPHEN; DI BIASE, ADRIAN; DI BIASE, KRISTINA; LA POSTA, ANDREW;	4.0541
14	HEATHFIELD CONSTRUCTION LTD.	4.0552
15	PETRICCA, VINCENZA; PETRICCA, FERDINANDO;	4.0547
16	DI POCE CONSULTING INC.;	19.9219
17	DI POCE CONSULTING INC.;	17.1217
18	ROSEHOLLOW ESTATES INC.;	13.5886
19	KELTREE DEVELOPMENTS INC.;	6.1279
20	GLUSGO HOLDINGS LTD.;	8.1171
21	KEELE STREET PROPERTIES LIMITED; BATTISTELLA, PALMIRA (JOE ZANCHIN, #7 HONDA)	2.7463
22	AUGUIREVITCH, NATALIA; MOMENI, ALI;	0.48
23	AFFONSO, FRANK; AFFONSO, JOAN;	0.477
24	SKURDELIS, JOHN;	0.1065
25	2151261 ONTARIO INC.;	0.2992
26	NGUYEN, MINH TUAN;	0.9904
27	BATTISTELLA, PALMIRA	0.9902
Total		392.73
Non-Participating Owners		42.71
Total Participating		350.02

Description: Ownership Map
Block 27 Secondary Plan Area
Municipality: City of Vaughan
Region: Region of York

Lots: 26 - 30
Concession: 4

Source:
Geowarehouse/ Maps

Job No.
File No.
Date: July 17, 2019

Revised:
April 1, 2019
July 17, 2019

 **DELTA URBAN**
8800 Dufferin St, Suite 104
Vaughan, ON, L4K 0C5
Tel: (905)660-7667 | Fax: (905) 660-7076

Block 27 Landownership Map

SCHEDULE "A-1"

LEGAL DESCRIPTIONS OF OWNERS' LANDS

Block 27 - Ownership List

Parcel #	Ownership Name	Address	Legal Description	PIN
1	GOLD PARK (MAPLE) INC.;	2700 TESTON RD	PT LOT 26 CON 4 VAUGHAN PT 1, 65R-34541 CITY OF VAUGHAN ; PT LT 26 CON 4 VAUGHAN PTS 1 & 2, 65R15741; PT LT 26 CON 4PTS 2 & 4, 64R2957; EXCEPT PT 1, 65R25982; EXCEPT PT 1, 65R34541; CITY OF VAUGHAN	03344-0234 (LT) ; 0334-0235 (LT)
2	BAYVIEW-WELLINGTON PROPERTIES INC.	2588 TESTON RD	PT LT 26 CON 4 PT 1, 65R35611 CITY OF VAUGHAN	03344-0237
3	ALDERLANE ESTATES INC.;	2546 TESTON RD	PT LT 26 CON 4,PT 1, 65R-35309; CITY OF VAUGHAN	03344-0236
4	FERRARA GLADE INVESTMENT INC.;	2440 TESTON RD	PT LOT 26 CON 4 PTS 1,2,3,4 & 5, 65R31636; S/T EASE IN FAVOUR OF REGIONAL MUNICIPALITY OF YORK PT 5, 65R31636 AS IN YRS84401; S/T EASE OVER PT 2, 65R31636 AS IN VA24476; CITY OF VAUGHAN	03344-0217
5	TESTON WOODS DEVELOPMENT CORP.;	10971 JANE ST	PCL 27-1 SEC V-4, PT LT 27 CON 4 PT 1 65R16634 ; VAUGHAN	03344-0089
6	2640131 ONTARIO LTD.;	10971 JANE ST	PT LT 27 CON 4 VAUGHAN AS IN R496830 ; VAUGHAN	03344-0056
7	WEST JANE DEVELOPMENTS INC.;	10995 JANE ST	PT LT 27 CON 4 VAUGHAN, PT 1 65R-32910, CITY OF VAUGHAN	03344-0227
8	GUSGO HOLDINGS LTD.;	11140 KEELE ST	PT LT 28 CON 4 VAUGHAN AS IN VA83475 (SECONDLY) ; VAUGHAN	03344-0050
9	LORMEL DEVELOPMENTS LTD.;	11273 JANE ST	PT LTS 28 & 29 CON 4 VAUGHAN, PTS 1, 2 & 3 65R32753; SUBJECT TO AN EASEMENT OVER PT 2 65R32753 AS IN VA39416 CITY OF VAUGHAN	03344-0225
11	HEATHFIELD CONSTRUCTION LTD.	N/A	PT W 1/2 OF E 1/2 LT 30 CON 4 (V) PT 1 65R28516, VAUGHAN;	03344-0202
12	HEATHFIELD CONSTRUCTION LTD.	N/A	PT W1/2 OF E1/2 LOT 30, CON 4 (V) PT 2 65R28516, VAUGHAN;	03344-0203
13	LA POSTA, ERIKA; DI BIASE, STEPHEN; DI BIASE, ADRIAN; DI BIASE, KRISTINA; LA POSTA, ANDREW;	N/A	PT W1/2 OF E1/2 LT 30 CON 4 VAUGHAN, PT 1 65R29502, CITY OF VAUGHAN	03344-0208
14	HEATHFIELD CONSTRUCTION LTD.	N/A	PT W1/2 OF E1/2 LT 30, CON 4 (V) PT 3 65R28516, VAUGHAN;	03344-0204
15	PETRICCA, VINCENZA; PETRICCA, FERDINANDO;	N/A	PT W1/2 OF E1/2 LT 30 CON 4 VAUGHAN, PT 1 65R29486; VAUGHAN	03344-0207
16	PRESTIGE RENTALS INC.	11390 KEELE ST	PT LT 29 & PT E1/4 LT 30 CON 4 VAUGHAN, PTS 4, 5 & 6 65R28797, VAUGHAN; S/T EASE OVER PT 5 65R28797 AS IN VA40264, RENEWED BY R610943	03344-0206
17	PRESTIGE RENTALS INC.	11390 KEELE ST	PT LT 29 & PT E1/4 LT 30 CON 4 VAUGHAN, PTS 1, 2 & 3 65R28797, VAUGHAN; S/T EASE OVER PT 2 65R28797 AS IN VA40264, RENEWED BY R610943	03344-0205
18	ROSEHOLLOW ESTATES INC.;	N/A	PT LT 29 CON 4 VAUGHAN, PT 1 65R31332, VAUGHAN	03344-0215
19	KELTREE DEVELOPMENTS INC.;	N/A	PT LT 29 CON 4 VAUGHAN AS IN R621982 LYING E OF RAILWAY; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN R621982 ; VAUGHAN	03344-0046
20	GUSGO HOLDINGS LTD.;	N/A	PT LT 28 CON 4 VAUGHAN AS IN VA83475 (FIRSTLY); EXCEPT PART 1 ON EXPROPRIATION PLAN YR2852094 CITY OF VAUGHAN	03344-0247
21	KEELE STREET PROPERTIES LIMITED; BATTISTELLA, PALMIRA; BATTISTELLA, GIUSEPPE;	10960 KEELE ST	PT LT 27 CON 4 VAUGHAN PT 1 65R-9733 EXCEPT PARTS 1 TO 5 INCL EXPROPRIATION PLAN YR2970440; CITY OF VAUGHAN	03344-0254
27	BATTISTELLA, PALMIRA;	2440 TESTON RD	PT LT 26 CON 4 VAUGHAN PT 6 65R-9733; CITY OF VAUGHAN	03344-0079

SCHEDULE "B"

LIST OF EA PROCESS PROJECTS (TERMS OF REFERENCE)
AND BUDGETED COSTS ASSOCIATED WITH EACH PROJECT

SCHEDULE "C"

SCHEDULE FOR COMPLETION OF EA PROCESS