



**APPLICATION FOR APPROVAL OF
A PLAN OF SUBDIVISION OR
CONDOMINIUM**

TO BE COMPLETED BY THE PLANNING DEPARTMENT:			
Date Submitted:	Date Complete:	Fee Rec'd:	File No.:

1.0 Application Information			
1.1 Name of Property Owner(s): SIREG 1-4 Balmoral Inc., SIREG 4 Cartier Inc., SIREG 1390 Kensington Inc., and SIREG 1400-1410 Kensington Inc.			
If a corporation, name and position of Principals Todd C. Slater -- President			
Address (including Postal Code) 1075 Sutton Drive, Burlington, ON L7L 5Z8			
Tel No.: 905-812-2524	Cell No.:	Fax No.:	Email: todd@thesimpleinvestor.com
1.2 Name of Applicant/Agent: Bernie Divona			
Address (including Postal Code) 1075 Sutton Drive, Burlington, ON L7L 5Z8			
Tel No.: 905-812-2524	Cell No.:	Fax No.:	Email: jasdeep@thesimpleinvestor.com
<p>Note: If this application is signed by an applicant/agent on behalf of an owner, the owner's written authorization under section 14.0 of this application must be completed. If the owner is a corporation acting without agent, the application must be signed by an officer of the corporation with authority to bind the corporation.</p>			

2.0 Pre-Consultation and Supporting Documentation	
2.1	<p>Have you scheduled and completed a mandatory pre-consultation meeting with the City of Brockville Planning Staff as required under Section 6.4.13 of the Official Plan for the City of Brockville? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If so, please specify the date of the mandatory pre-consultation meeting: Date: <u>April 20, 2023, with Andrew McGinnis</u></p> <p>If not, please contact the Planning Department to arrange a pre-consultation meeting prior to submitting an Application for Approval of a Subdivision or Condominium. Planning Department Contact: Mr. Jonathan Faurshou, Planner I, (613) 342-8772, ext. 4449; email to: ifaurshou@brockville.com.</p>
2.2	<p>At the time of the submission of an application for an Official Plan Amendment, Zoning By-law Amendment, Plan of Subdivision/Condominium, Minor Variance, or Consent, the City may require information as indicated in Appendix 1 attached to this application form.</p>
2.3	<p>With respect to the submission of this application, the required supporting studies, additional information and materials required to be submitted are those that were discussed and listed as a requirement during the pre-consultation process.</p> <p>Please attach a list of the documents being submitted with the application. One (1) paper copy and one (1) digital (.pdf) copy of each document is required to be provided with the application.</p> <p>Should any of the required documents not be available at the time of submission of your application, please indicate on the list the reason it is not available and a date when the City can expect to be in receipt of the document.</p> <p>Note (1): the application may not be considered to be complete until all reports have been received. Note (2): the City of Brockville reserves the right to request additional studies, information and/or materials.</p>

3.0 Description of the subject land:		
3.1 Street and Civic Address:		
Copy of Deed for subject property attached, including the Property Identification Number (PIN):		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Copy of Survey attached:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Lot Number:	Registered Plan: 329	
Part Number: 8 & 9	Reference Plan: 28R5322 & 28R4400	
Township Lot:	Concession No.:	
3.2 Are there any easements, rights-of-way or restrictive covenants affection the subject land?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, describe each easement or covenant and its effect.		
Reference Plan No.	Instrument No.	Purposed of Easement and/or Covenant (eg. Hydro, sewer, pipeline, etc.)
329	LR48372	Public Utilities Commission - Street Lighting and underground electrical distribution
3.3 Dimensions of Subject Land:		
Frontage (m):	Average Width (m):	
Average Depth (m):	Area (m ²): 6.60 acres	Hectares:

4.0 Draft Plan of Subdivision
<p>A draft plan of the proposed subdivision, drawn to scale and showing the following information, must be submitted with the application:</p> <ul style="list-style-type: none"> • The boundaries of the land proposed to be subdivided, certified by an Ontario Land Surveyor; • The locations, widths and names of the proposed highways within the proposed subdivision and of existing highways on which the proposed subdivision abuts; • On a small key plan, on a scale of not less than one centimetre to 100 metres, all of the land adjacent to the proposed subdivision that is owned by the applicant or in which the applicant has an interest, every subdivision adjacent to the proposed subdivision and the relationship of the boundaries of the land to be subdivided to the boundaries of the township lot or other original grant of which the land forms the whole or part; • The purpose for which the proposed lots are to be used; • The existing uses of all adjoining lands; • The approximate dimensions and layout of the proposed lots; • Natural and artificial features such as buildings or other structures or installations, railways, highways, transmission lines, watercourses, drainage ditches, wetlands and wooded areas within or adjacent to the land proposed to be subdivided; • The availability and nature of domestic water supplies; • The nature and porosity of the soil; • Existing contours of elevations as may be required to determine the grade or the highways and the drainage of the land proposed to be subdivided; • The municipal services available or to be available to the land proposed to be subdivided ; and • The nature and extent of any restrictions affecting the land proposed to be subdivided, including rights-of-way, restrictive covenants or easements.

5.0 Aboriginal Land Claims		
5.1 Does the proposed development apply to lands subject to any aboriginal land claims or a provincial/aboriginal co-management agreement?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Unknown <input type="checkbox"/>		
If known, provide any information you may have as an attachment to this application (titled and referenced by number).		
5.2 Have you consulted with Aboriginal Peoples on this proposed development?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, provide any information you have on the consultation process and the outcome of the consultation as an attachment to this application (titled and referenced by number).		

6.0 Archaeological Resources or Potential		
6.1 Does the subject land contain any know archaeological resources or areas of archaeological potential?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, does the plan propose to develop lands within the subject lands that contain:		
• Known archaeological resources ¹ ? (see notes below)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Areas of archaeological potential ² ? (see notes below)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.2 If yes to 6.1, the following reports must be prepared, added to the document list, and attached to this application.		
a) an archaeological assessment that is prepared by a person who holds a license that is effective with respect to the subject land and issued under Part 6 Conservation of Resources of Archaeological Value) or the Ontario Heritage Act; and		
b) a conservation plan for any archaeological resources identified in the assessment.		
If the reports are not attached to the application, please provide a date as to when they will be available. The application may not be considered to be complete until such time as the reports are submitted.		
6.3 What information did you use to determine the answers to the above questions on Archaeological Resources and potential?		
An appraisal and a building condition report was reviewed by the applicant, prior, to purchasing the subject property. Neither the appraisal nor the building condition report support any opinion regarding archaeological resources on the subject lands.		
Notes: 1. Archaeological resources include artifacts, archaeological sites and marine archaeological site. Refer to the PPS for the definition.		
2. Areas of archaeological potential mean areas with the likelihood to contain archaeological resources. Refer to the PPS for the definition.		

7.0 Designation of the Subject Lands and Current and Proposed Land Use	
7.1 Current designation(s) of the subject land(s) under the applicable Official Plan for the City of Brockville:	Residential
7.2 Current zoning of the subject land(s):	Residential
7.3 If the land is covered by a Minister's Zoning Order (MZO), what is the regulation number?	
7.4 If the land is covered by a MZO, what uses are permitted by the order?	
7.5 What is the current use of the subject land?	Residential

7.6	Surrounding land uses	Official Plan Designation	Zone
	East:		
	West:		
	North:		
	South:		

7.7 Check whether this application is for approval of:

Plan of Subdivision Condominium

Indicate the type of condominium proposed:

Standard

Amalgamation

Vacant Land

Common Elements

Leasehold

Phased (if phased condominium, please provide approximate time line for completion)

(Refer to Condominium Act, 1998, s.o. 1998, c.19 for definitions.)

7.8 Table A – Proposed Land Use (complete the table including each lot/block on the plan)

Proposed Land Use		Number of Units Dwellings		Number of Blocks and/or Lots on Draft Plan	Area (ha.)	Density (Units/Dwellings per ha.)	Number of Parking Spaces
Residential	Detached						
	Semi-Detached						
	Multiple Attached						
	Apartment	186					120
	Secondary Uses						
	Other (specify)						
Commercial							
Industrial							
Park, open space		Nil				Nil	Nil
Institutional (specify)							
Roads		Nil				Nil	Nil
Totals:							

Other (specify):

7.9 Has there been an industrial or commercial use on the subject land or adjacent lands?
If yes, specify the uses and location. Yes No Unknown

7.10 Has the grading of the subject land been changed by adding earth or other material(s)? Yes No Unknown

7.11 Has a gas station been located on the subject land or adjacent land at any time? Yes No Unknown

7.12 Has there been petroleum or other fuel stored on the subject land or adjacent land? Yes No Unknown

7.13 Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent lands?
Yes No Unknown

7.14 What information did you use to determine the answers to the above questions on former uses?
An appraisal and building condition report which was reviewed by the applicant, prior, to the applicant purchasing the subject property.

7.15 If yes to any of items 7.9 to 7.13 inclusive, an inventory of previous uses of the subject land or, if appropriate, of the adjacent land(s), is required.

The inventory of previous uses is required to be attached to the application. If the inventory is not attached to the application, please provide a date as to when it will be available. The application may not be considered to be complete until such time as the list is submitted.

7.16 If yes to any of items 7.9 to 7.13 inclusive, was an Environmental Site Assessment (ESA) conducted under the Environmental Assessment Act or has a Record of Site condition (RSC) been filed? Yes No

If **yes**, provide File Number and attach a copy of the report to the application. File No. _____

If **not**, provide an explanation why an ESA or RSC have not been undertaken

8.0 Status of Other Applications under the Planning Act (respecting the subject lands)

8.1 Has the subject land ever been, or is it currently, the subject of any other application(s) under the Planning Act? Yes No

If yes, specify the file number of the application(s) and status, if known:

Application Type	Yes	No	File No.	Status:
Official Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status:
Zoning By-law Amendment	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status:
Plan of Subdivision	<input type="checkbox"/>	<input type="checkbox"/>	File No. LR172286- Instrument No.	Status: Approved - December 9, 1986
Consent	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status:
Minor Variance	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status:
LPAT*	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status
Other:	<input type="checkbox"/>	<input type="checkbox"/>	File No.	Status

*For those applications before the LPAT, provide the LPAT file number and the status of the appeal.

9.0 Provincial Policy

9.1 Is the proposed development consistent with the Provincial Policy Statement (PPS) issued under subsection 3(1) of the Planning Act? Yes No

9.2 As part of the Planning Rationale Report to be submitted with this application, explain how the application is consistent with the PPS.

9.3 Has a site assessment been carried out by a qualified person to determine if natural heritage features exist on or within 120 metres of the subject land? Yes No

If yes, a copy of the site assessment report is required to be submitted with this application.

9.4 Have any studies been completed to assess the impacts of the proposed development on any existing natural heritage features on adjacent lands? If yes, a copy of each study is required to be submitted with this application. Yes No

9.5 Appendix 2 to this application, is a checklist (not a substitute for the PPS) identifying areas of provincial interest that may apply to the requested approval. Please check the appropriate boxes in **Appendix 2** and submit with this application.

10.0 Housing Affordability

10.1 For applications that include permanent housing, complete **Table B – Housing Affordability**. For each type of housing and unit size, complete the rest of the row. If lots are to be sold as vacant lots, indicate the lot frontage. Information should be based on the best information available at the time of application. If additional space is needed, attach a separate sheet.

Table B – Housing Affordability

Housing Type	Number of Units	Unit Size and/or Lot Frontage	Estimated Selling Price/ Rent
Single-detached			
Semi-detached			
Link/Semi-detached			
Row or townhouse			continued next page
Apartment Block	186		2-Bedroom Rent \$879.26-\$911.79.
Other types or multiples			

10.2 Explain how the proposed development would assist in:

- i) achieving the municipality's targets for residential intensification and redevelopment; and
- ii) implementing the municipality's development standards and policies for residential intensification and redevelopment.
- iii) providing for affordable housing

Provide a detailed explanation as part of the Planning Rationale Report to be submitted with this application.

10.3 Is there any other information that may relate to the affordability of the proposed housing or the type of housing needs served by the proposal?

Yes No

If yes, provide this information as part of the Planning Rationale Report to be submitted with this application.

11.0 Servicing

11.1 Water and Sanitary Sewer Services:

In accordance with the Official Plan for the City of Brockville, all development shall only be permitted on full municipal services.

The City shall ensure that both municipal water supply and sewage systems perform within permitted operating standards. The City may require the preparation and approval of a functional servicing report prior to development approval.

11.2 Stormwater Management:

Prior to development approval of subdivisions, the City shall require the preparation and approval of a Stormwater Management Plan which is acceptable to the City, the Cataraqui Region Conservation Authority, and the Ministry of the Environment.

The Stormwater Management Plan shall be completed in accordance with the guidelines of the Cataraqui Region Conservation Authority and the current Ministry of the Environment Stormwater Planning and Design Manual.

Has a Stormwater Management Plan been prepared?

Yes No

If yes, add to the list of reports attached to this application and provide copies as required.

If not, add to the list of reports and explain when the plan will be prepared and submitted.

12.0 Access to the Subject Property

12.1 Indicate the proposed primary and secondary access to the subject land:

- i) provincial highway, namely: **HWY 401**
- i) municipal road, namely : **Cartier Court and Kensington Parkway**
- iii) other public road, namely:
- iii) right-of-way, namely:
- iv) water, namely:

12.2 If access to subject land is by water only, indicate the parking and docking facilities used, or to be used, and the approximate distance of these facilities from the subject land or the nearest public road:

13.0 Additional Information

13.1 Is there any additional information that may be useful to the City Planning Department in reviewing this development proposal?
If so, explain below (attach a separate sheet if needed):

13.2 Where applicable and relevant information is available in a planning or a technical study/report prepared for the proposal, please provide the name, section and page number if you have referenced the study/report in any of the questions in this application.

14.0 Authorizations of the Owner of the subject lands:

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner stating that the agent is authorized to make the application must be included with this form or the authorization set out below must be completed.

14.1 Authorization of Owner for Agent to Make the Application

I, Todd Slater, am the owner of the land that is the subject of this application for approval of a plan of subdivision (or condominium description) and I authorize Bernie Divona to make this application on my behalf.

Date: August 15, 2023

Signature of Owner: 

Name & Position (print): Todd Slater - President

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the agent is authorized to provide personal information respecting the owner must be included with this form or the authorization set out below must be completed.

14.2 Authorization of Owner for Agent to Provide Personal Information

I, Todd Slater, am the owner of the land that is the subject of this application for approval of a plan of subdivision (or condominium description) and I authorize Bernie Divona as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date: August, 2023

Signature of Owner: 

Name & Position (print): Todd Slater - President

14.3 Declaration of the Owner Respecting Municipal Freedom of Information

In accordance with the provisions of the Planning Act, it is the policy of the City of Brockville Planning Department to provide public access to all development applications and supporting documentation. In submitting this development application and supporting documentation thereto, I Todd Slater being the owner of the land that is the subject of this application, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the City of Brockville to post a Notice of Planning Application sign on the subject property and permit access to municipal staff to the subject site for purposes of evaluation of the subject application.

Date: August 15, 2023

Signature of Owner: 

Name & Position (print): Todd Slater - President

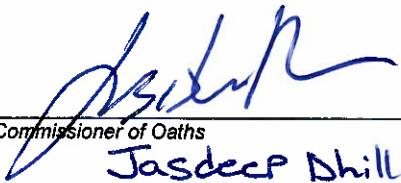
15.0 Affidavit or Sworn Declaration of Applicant

I, Bernie Divona of the City of Vaughan
(name) (municipality)

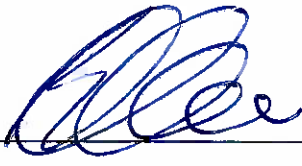
in the province of Ontario, make oath and say (or solemnly declare) that the information required under Schedule 1 to Ontario Regulation 544/06 and provided by the applicant in this application is accurate, and that the information contained in the documents that accompany this application is accurate.

Sworn (or declared) before me at the Burlington, ON in the _____
(municipality) (county)

on the 15 day of August, 2023.



Commissioner of Oaths
Jasdeep Dhillon



Applicant

16.0 Signature of Applicant

Applicant: _____ Date Submitted: _____

17.0 Notes for Review (provided for your information)

- 17.1. Please ensure that Appendix 1 and Appendix 2 to this Application for subdivision approval are reviewed and completed.
- 17.2. The current application fees for a Subdivision can be found attached in Appendix 3.
- 17.3. Review by the Cataraqui Region Conservation Authority (CRCA) is required for amendments affecting sites within Environmental Protection and Waterfront Categories as depicted on Schedule "B" to the Official Plan for the City of Brockville. The fee for review, as shown in Appendix 4 must be submitted with the application for amendment in order to be considered a complete application. The CRCA fee should be provided in a separate cheque made payable to the Cataraqui Region Conservation Authority.
- 17.4. Should an appeal be lodged with respect to City Council's decision on this application, an additional filing fee (See App. 3) per application is required to be paid by the applicant prior to the appeal being forwarded to the Local Planning Appeal Tribunal (LPAT). In addition, the applicant shall be responsible for 75% of all City of Brockville costs relative to the LPAT Hearing. The noted filing fee shall be credited to the applicant when all costs are calculated.
- 17.5. **Authority to Enter Land and Photograph**
By signing this document, you agree to grant the City permission to attend, photograph and conduct inspections of the lands subject to this application as part of the City's review and processing of this application.

Justification Report
Draft Plan of Condominium Proposal

1-4 Balmoral Place, Brockville, ON

AND

4,8,10,12,14,16 Cartier Court, Brockville, ON

1390 - 1410 Kensington Parkway, Brockville, ON

August 2023

Bernie DiVona

Vice-President

The Simple Investor Real Estate Group Inc.

1075 Sutton Drive, Burlington, Ontario, L7L 5Z8



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Draft Plan of Condominium for:

1-4 Balmoral Place, Brockville, ON

and

4,8,10,12,14,16 Cartier Court, 1390 - 1410 Kensington Parkway, Brockville, ON

Introduction-Background

About the Applicant

The *Simple Investor Real Estate Group Inc.* (“SIREG”) commenced 14 years ago to help educate and provide investment opportunities to the public on the advantages of owning *investment real estate*.

SIREG helps investors to achieve generational wealth with a hands-off approach for the investor, *separating their ownership and investment*. Through an approved Draft Plan of Condominium, the investor acts solely as a condominium real estate investor, like an investor who has invested in a real estate REIT, joint venture, syndication, or real estate investment company.

SIREG manages 50+ buildings, translating into over 3,000 units across Ontario including Kitchener/ Waterloo, London/Thamesville, Woodstock, Tillsonburg, Listowel, Sarnia/Corunna, Welland, Hamilton, Windsor, Peterborough, Brockville, North Bay, and others. We have over 1,200 investors trusting SIREG with their investments and we look forward to continuing to carry out our goal and responsibility of educating and assisting investors in creating generational wealth by providing and maintaining safe, full range and mix of housing that is “*affordable*” in secondary markets throughout Ontario.

The vehicle to do so is the Draft Plan of Condominium which serves to change the ownership from single ownership to condominium ownership- a change in ownership *only*.

As the subject properties are with 2 separate sites owned by SIREG—separately registered-- condominium corporations are being requested to be created for each of the two sites.

About Condominium Conversion

The proposed Draft Plans of Condominium is a change in *zoning* from an *approved* Draft Plan of Subdivision(s) to a Draft Plan of Condominium(s) within long existing zoned properties having gone through the entire planning process --Official Plan, Draft Plan of Subdivision, Site Plan and Building Permit/occupancy/assumption-- providing “residential” rental properties for decades. The Draft Plan of Condominium is to allow for a change in *ownership* with *no change in the physical property or permitted “residential” land use*.

To achieve and maintain the existing “residential” land-use, each unit is *not* owner/occupied; instead, each unit is *tenant/occupied* preserving the rental housing stock. This is possible as the owner/investor does not purchase the home on the “open market” or Multiple Listing Service, MLS, normally used for *owner/occupied* condominium ownership. More importantly, the owner/investor is *not* a party to the leased condominium/rental unit owned thereby preserving and protecting the tenancy agreement as required by the Official Plan condominium policy.

The *rental universe* in Brockville includes the subject property, *before* and *after* an approved Draft Plan of Condominium. The subject properties are rental premises and “*grandfathered*” within the Residential Tenancies Act since the 1970s and 1980s. Nothing within the Draft Plan of Condominium will change the *residential rental use* or any existing *tenancy agreement*.

By allowing for a change in ownership with the prospective investor/owner, our property management company, SIREG Management Inc., enters into a management agreement with the investor/owner from dealing with either the tenant, tenancy, or management of the unit as they are *not* a party to any agreement. The condominium owner/investors do *not exist* as a party to the tenancy with their investment providing total and complete *tenant protection*. Attached hereto is **Appendix 1**, a copy of the SIREG Property Management Agreement.

We respectfully submit this report to provide justification for the conversion of the above-referenced properties from *residential/rental use* to *residential/rental use* within a condominium, i.e., a change in *ownership only*. Our company has experience in managing and developing successful condominiums in Ontario. This condominium conversion will seamlessly benefit the condominium owner/investor, tenants, and the community of Brockville.

Professionals

The applicant’s lawyer is Larry Zimmerman, Zimmerman Law, 3338 Dufferin Street, Toronto, ON.

The applicant’s in-house legal counsel is Jasdeep Dhillon, The Simple Investor Real Estate Group, 1075 Sutton Dr, Burlington, ON.

The applicant’s engineers, and surveyors are MTE Consultants, Burlington, ON, providing a Building Condition Report, Reserve Fund Study, and survey to comply with the Condominium Act, municipality conditions of approval, and the Land Registry Office.

The applicant’s engineering firm, Planit Measuring, provides engineering and measurement services under the Condominium Act, to the satisfaction of the municipality and Land Registry Office.

The applicant’s licensed “*condominium provider*” under the Condominium Authority of Ontario, and registered Officer/Representative with the Landlord and Tenant Board, under the Residential Tenancies Act, is SIREG Management Inc. represented by Bernie DiVona, Vice-President, Finance and Management Services.

Legal Ownership of Subject Property

“SIREG,” through its affiliated companies, *SIREG 1-4 Balmoral Inc.*, *SIREG 4 Cartier Inc.*, *SIREG 1390 Kensington Inc.*, and *SIREG 1400-1410 Kensington Inc.* are the owners of these properties since October 19, 2021. Attached hereto in, **Appendix 2**, is a copy of the Transfer Instruments, Attached hereto at **Appendix 3** to **Appendix 5** are the survey and site plans or subdivision agreements for each property.

Draft Plan of Condominium Description of Property 1 of 2: 1-4 Balmoral Place Brockville, ON consisting of 158 units

This property is an irregular-shaped property approximately 4.6 acres in area. The site is occupied by 4, three-story residential apartment buildings. The buildings constructed in 1972 and consist of a total of 158 residential apartment units with partial basement levels at each building. The subject site is rectangular in shape, having approximately 100 feet of frontage on the west side of Balmoral Place, a maximum depth of approximately 396 feet (northern boundary), and a maximum width of approximately 450 feet (western boundary).



Grade-level parking is located adjacent to the south elevations of site buildings A and B with parking provisions for approximately 75 vehicles and adjacent to the north elevations of site buildings C and D with parking provisions for approximately 85 vehicles. A total of 160 parking spaces exists on-site.

The subject property abuts Highway 401 and employment zones to the north and west. Brockville is home to several large industrial manufacturers (3M, Trillium Canada, Shell Canada, and Giant Tiger). As a result of its diversified economic base, the city continues to exhibit a stable growth rate and positive economic outlook. It is also located in a primarily residential neighborhood (R6, Residential Multiple). The 158-unit multi-residential property has normally and consistently provided rental “residential” use for families of Brockville. The location is amenity-rich, whether it be community services, education, recreation, or shopping.







- | | |
|---|---|
| 1, 2, 3, & 4 Balmoral Pl | Parks and Recreation |
| Schools, Libraries and Hospitals | Retail and Grocery |
| Highway 401 | |



Exterior



Exterior



Indicative Renovated Washroom



Indicative Renovated Kitchen



Indicative Renovated Bedroom



Indicative Renovated Living Room

Draft Plan of Condominium Description of Property 2 of 2: 4,8,10,12,14,16 Cartier Court and 1390-1410 Kensington Parkway, Brockville, ON consisting of 186 units

This site is an irregular-shaped property with approximately 6.60 acres in area. The site is occupied by nine, three-story (with the ground floor partially below-grade) residential buildings with a total of 186 residential units. The site is complete with asphalt paved parking areas and laneways throughout with parking provisions for approximately 120 vehicles.



Site Building	Municipal Address	Number of Units	Date of Construction	Building Footprint	Total Building Area
Site Building A	4 Cartier	24	1988	7,120 ft ²	21,360 ft ²
Site Building B	8 Cartier	24	1988	7,120 ft ²	21,360 ft ²
Site Building C	10 Cartier	24	1989	7,120 ft ²	21,360 ft ²
Site Building D	12 Cartier	18	1990	5,300 ft ²	15,900 ft ²
Site Building E	14 Cartier	24	1987	7,120 ft ²	21,360 ft ²
Site Building F	16 Cartier	18	1987	5,300 ft ²	15,900 ft ²
Site Building G	1390 Kensington	18	1987	5,300 ft ²	15,900 ft ²
Site Building H	1400 Kensington	18	1987	5,300 ft ²	15,900 ft ²
Site Building I	1410 Kensington	18	1987	5,300 ft ²	15,900 ft ²



The subject property is near Highway 401, Brockville GO station, and employment zones. The location is amenity-rich whether it be schools, hospitals, parks and recreation and retail, and grocery.



■ 4, 8, 10, 12, 14 & 16 Cartier Court and 1390, 1400 & 1410 Kensington Parkway

■ Parks and Recreation



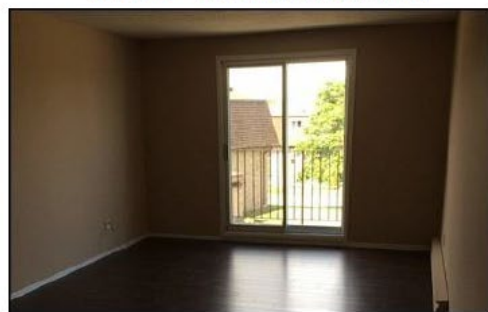
Exterior – 12 Cartier Crt



Exterior – 1400 Kensington Pkwy



Exterior – 1390 Kensington Pkwy



Indicative Living Room

Draft Plan of Condominium – Planning Overview

The subject properties described above are all Official Plan, Draft Plan of Subdivision, Zoning Amendment, Site Plan, Building Permit/Occupancy/Assumption approved by the Municipality to provide “residential” zoned land-use, in the form of rental housing since 1972. The subject properties have gone through the *complete planning cycle* and obtained all the necessary municipal approvals.

The Draft Plans of Condominium are with *existing* properties and not “*new*” condominium developments. From a planning perspective, the proposed Draft Plans of Condominiums do *not* require technical reports, or studies, normally required with a “*new*” Draft Plan of Condominium under the Planning Act. The proposed objective is a *change in ownership only* to permit diversity of ownership and investment with the Brockville properties.

The Draft Plan of Condominiums proposed will *not* result in any change to the physical properties, demanding engineering/building/works/parks/recreation servicing or change to the infrastructure or existing municipal servicing. There will be no change *before* or *after* the Condominium conversion with the physical property, use, or change as the properties are long-existing within Brockville.

In addition, the Planning Act notably does not require the posting of “*notice*” to the public normally required with a Draft Plan of Condominium as the proposed Draft Plans of Condominium are with existing approved properties affecting a *change in ownership only* and not any physical change to the property, servicing, or residential use, as supported by the Planning Act with condominium conversions. Also, Bill 23 “*More Homes Built Faster Act*” also has reduced communication to the public requirements. Fundamentally, the applicant has made Draft Plan of Condominium applications throughout Ontario without the need for any “*public meeting*” or “*notice*”. We request review and direction from the City of Brockville with the need to provide any notice or posting of the Draft Plan.

However, the Draft Plans of Condominium are subject to the Official Plan Policy of the City of Brockville in which conditions of approval are required prior to final approval. For example, a Building Condition Report and a Reserve Fund Study shall address site plans or building standards to the satisfaction of the municipality per Official Plan Policy 3.5.1.7 (1)(iii).

This Justification Report is prepared acknowledging SIREG is to comply with the City of Brockville Official Plan-Condominium Conversion Policy 3.5.1.7, Condominium Act, and Residential Tenancies Act, providing tenant protection.

Draft Plan of Condominium – Requirements

While the proposed Draft Plans of Condominium do not require technical reports/studies normally associated with a “new” condominium within the Planning Act, compliance with various legislation or regulations:

- 1. The Provincial Policy Statement.**

Provides a guideline for municipalities with condominium conversions to follow.

- 2. Official Plan Policy of the City of Brockville – 3.5.1.7 Condominium Conversion.**

Implementing the Provincial Policy Statement as determined by the City of Brockville.

- 3. Condominium Act of Ontario.**

Draft Plan of Condominium shall follow the Condominium Act and implement the Draft Plan of Condominium Official Plan Policy of the municipality.

- 4. Residential Tenancies Act of Ontario.**

Draft Plan of Condominium to be following the Official Plan Policy requiring tenant protection and maintaining and preserving the rental market in Brockville.

Provincial Policy Statement (“PPS”) of Ontario, Compliance – Appendix 6

The Provincial Policy Statement provides municipalities “*shall comply and conform*” to the Provincial Policy Statement of Ontario, and municipalities shall do so by introducing and implementing their own Official Plan and/or Zoning Amendment.

“Land use planning decisions made by municipalities, planning boards, the province, or a commission or agency of the government must be consistent with the Provincial Policy Statement. Where provincial plans are in effect, planning decisions must conform or not conflict with them.”

PPS 2020, Page 4.

The proposed Draft Plans of Condominium application is made recognizing the role and importance of adhering to the Provincial Policy Statement as implemented by the Official Plan of the City of Brockville Official Plan 6.4.5.1.

“Municipalities Official Plan Policy is the “implementation vehicle of the Provincial Policy Statement.”

“As a key part of Ontario’s policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land. It also supports the provincial goal to enhance the quality of life for all Ontarians.”

“Municipal official plans are the most important vehicle for implementation of this Provincial Policy Statement and for achieving comprehensive, integrated, and long-term planning. Official plans shall identify provincial interests and set out appropriate land use designations and policies.”

“Zoning and development permit by-laws are also important for implementation of this Provincial Policy Statement. Planning authorities shall keep their zoning and development permit by-laws up to date with their official plans and this Provincial Policy Statement.”

PPS 2020, Page 1.

Specifically, S.3 of the Planning Act provides that where a municipality is exercising its authority affecting a planning matter, such decisions shall be consistent with all policy statements issued under the Act and related legislation. The City of Brockville, Official Plan condominium conversion policy 3.5.1.7 implements the PPS.

Municipalities shall provide a range of housing and permits and promote the well-being of current and future residents be accommodated considering existing building stock.

The “PPS” is important from a Draft Plan of Condominium perspective as it directs and guides municipalities to provide a range and mix of housing and “*consider existing building stock.*” The Draft Plan for Condominium assures a full range of long-existing rental housing continues uninterrupted. The proposed Draft Plans of Condominium is to provide a change in ownership only while promoting and sustaining the existing rental housing universe.

The City of Brockville’s Official Plan vision mirrors the Provincial Policy Statement supporting a “complete community” with a “full range and mix of housing.”

The Draft Plans of Condominium shall result in protecting and preserving the existing “full range and mix of housing” by affecting a change in ownership to enhance investment with the “existing housing.”

The well-being of current and future residents and promoting residential intensification where it can be accommodated considering existing building stock efficient use of infrastructure and public service facilities and where it does not impact on environmental features.

The proposed Draft Plans of Condominium will ensure the “well-being” of current and future tenants/residents by utilizing existing infrastructure and public services not having an impact on environmental features, unlike a “new” Draft Plan of Condominiums requiring servicing and infrastructure support considerations impacting the environment.

“Efficient use should be made of existing and planned infrastructure, including through the use of transportation demand management strategies, where feasible” – PPS pg.20

The subject properties are all long-existing properties, using existing infrastructure, existing public services to efficiently deliver to the demand.

The “PPS,” as amended, requires Municipalities to take into consideration, in the case of rental housing, the least expensive of:

- *A unit for which the rent does not exceed 30 percent of gross annual household income for low and moderate-rate households.*

OR

- *A unit for which the rent is at or below the average market rent of a unit in the regional market area.*

The proposed Draft Plans of Condominium is with an existing community in which affordability shall be examined with the “Analysis” section of this justification report in accordance with the Provincial Policy Statement and the City of Brockville Official Plan.

Summary

The Provincial Policy Statement, PPS, recognizes the need for and importance of the role a municipality has in providing both a mix and range of housing, “affordability” of housing, efficient utilization of infrastructure, transportation, and services to generate a healthy community. The Draft Plans of Condominium are with long-existing residential/rental land use communities providing an “affordable” mix and range of housing using existing infrastructure. The Draft Plans of Condominium serve as the vehicle ensuring what exists both before and after approval is preserved and continued with a broader diversity of investment change in ownership only.

In our view, the City of Brockville has implemented the PPS to achieve these goals for a “healthy community”: ensuring the range, mix, and tenures of housing are available, and providing efficient use of existing infrastructure, transportation, and services to benefit the environment. The Draft Plans of Condominium delivers each objective as an approval is solely with a long-existing and not “new” change in registered ownership.

The Draft Plan of Condominium achieves the PPS and Official Plan goals, as the proposal is with existing rental housing communities, thereby fundamentally preserving and protecting the existing infrastructure, transportation, servicing, and rental use needed to ensure a healthy community.

The Draft Plan of Condominium conforms to and is consistent with the policies of the PPS and implementing Official Plan of the City of Brockville to enact a change in ownership only.

*Please see attached hereto at **Appendix 6** for the relevant sections of the PPS referenced above.*

Compliance with the City of Brockville – Affordable Housing Policy 3.5.1.2 and 3.5.1.7 Condominium Conversion Policy – Appendix 7

Official Plan Vision

The vision and guiding principles (1.1.2) of the City of Brockville’s Official Plan are consistent with the Provincial Policy Statement. The vision and guiding principles in this section, intended to guide growth and land use planning decisions by ensuring local priorities, knowledge, preferences, and aspirations for Brockville’s future:

- *Creation of a complete and sustainable community.*
- *Community that provides access to a full range and mix of housing.*
- *Diverse mix of jobs, retail opportunities, community services and facilities.*
- *Recreational and open space opportunities as the largest community within the Frontenac Arch Biosphere Reserve.*
- *Supports a diverse range, mix of land uses, and ensures the preservation of the cultural heritage and character of Brockville’s downtown and surrounding area.*

City of Brockville Official Plan Affordable Housing Policy 3.5.1.2

The City of Brockville’s Official Plan Policy 3.5.1.2 outlines an affordable housing strategy, which the applicant follows through its investment model as detailed within the Introduction of this report.

*“The City shall recognize the **value of older residential neighborhoods and shall support the maintenance and improvement of established neighborhoods** and older housing stock through measures such as participation in senior government programs.” 3.5.1.2.5 (12).*

SIREG submits the Draft Plans of Condominium will result in a “stable residential market”, “value of older residential neighborhoods and shall support the maintenance and improvements of established neighborhoods”. The City of Brockville shall cooperate with the private sector (i.e. “SIREG”) in order to provide sufficient, diverse, and affordable housing and a stable residential housing market.

SIREG offers a full range of housing types by converting the subject properties to condominiums in the area, while sustaining the affordable housing in place. The subject properties reflect a full range of affordable housing in the form of row/townhomes and low-rise residential buildings within the Brockville rental universe.

- *“Supporting increased residential densities in appropriate locations and a full range housing type, adequate land supply, redevelopment and residential intensification.”*

SIREG is not increasing the residential densities through either redevelopment or intensification; instead, it is preserving and protecting the full range of housing in which could be considered housing that is “affordable”.

- *“Supporting the reduction of housing costs by streamlining the development approvals process.”*

SIREG’s proposal for a Draft Plan of Condominium, a condominium conversion application for a change of ownership only in line with the City’s policy for streamlining the approval process using the Draft Plan of Condominium, without the need for many of the studies and reports required with “new” Draft Plans of Condominiums. There is also no change or development required for the physical characteristics of the subject’s properties.

- *“Encouraging larger residential development proposals comprising a high-density residential component, to include 25 percent of the proposed units to be a mix of housing types and/or unit sizes with a view to accommodating affordable housing”.*

SIREG has purchased larger residential existing developments comprising of “higher density” residential components with the Brockville “universe” of total residential housing. In doing so, 100% of the “mix of housing types and/or unit sizes is with a view of accommodating affordable housing.” This is demonstrated and concluded as the units to be converted by a mix of affordable housing exceed the existing rental housing stock by type.

Summary

SIREG’s investment model ensures 100 percent of the units will accommodate affordable housing since SIREG views the tenants as an asset and assumes all tenancy agreements.

SIREG’s investment model has a profound impact with preserving and protecting the “value of older residential neighborhoods”, in which the investment will “maintain and improve established neighborhoods.”

The detailed analysis herein results in the determination that the rental properties are “affordable” within the definition of Bill 23, Provincial Policy Statement, and the City of Brockville Official Plan policy.

In doing so, the Draft Plan of Condominium is in line with the Provincial Policy Statement:

“Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by a) establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate-income thresholds and which align with applicable housing and homelessness plans.”

1.4.3 Provincial Policy Statement pg. 16.

Compliance with the City of Brockville Condominium Conversion Policy 3.5.1.7

1. The City shall discourage the conversion of rental housing stock to condominium tenure if such conversion results in a reduction in the amount of comparable rental housing available to an unacceptable level, being less than 3 percent as established by Canada Mortgage and Housing Corporation, notwithstanding the current vacancy rate, a conversion shall be considered if:
 - a. 75% of the existing tenants in a development, which is proposed to be converted, have signed an agreement to purchase their units.
 - b. When an application has been made for condominium approval, all tenants shall be given notice by the developer, by registered mail, that the development is being considered for condominium approval. All existing tenants are to be given first right to purchase their units at a price no higher than that price for which the units are offered to the general public.
 - c. The proposed condominium development is inspected, at the expense of the developer, by a qualified professional engineer licensed in Ontario, and a report is submitted to the City, describing the condition of the building and listing any repairs and improvements required to ensure that it complies with all applicable Provincial and Municipal regulations. These repairs and improvements shall be made a condition of draft approval.
 - d. The applicant shall provide, to all existing tenants at the date of the filing of an application, active, physical assistance, for a period of three years from the date of draft approval, to each tenant who must relocate as a result of the conversion in finding alternative comparable accommodation, mutually agreed upon between the applicant, and each such tenant and pay the moving costs of each such tenant to other comparable or better accommodations within the City of Brockville.
 - e. Council may require parkland dedication in accordance with Section 3.5.3.1, where no parkland was previously dedicated at the time of construction.

*Please see attached hereto at **Appendix 7** of the above-referenced sections of the Official Plan of Brockville.*

Analysis of Criteria

The Provincial Policy Statement as noted earlier has generated the policy framework in which a municipality is to use to evaluate and consider the appropriateness of a condominium conversion. In doing so, the frame of reference is to include and consider the “housing universe”, or number of units, the vacancy rate, and average rents as they have an impact on the appropriateness, availability of housing that is affordable”, mix, and range to preserve and protect the rental housing stock.

The municipality is to use the CMHC Rental Market report to determine if the condominium conversion is appropriate using the vacancy rate and average rents, as required by the PPS and the Official Plan Policy 3.5.1.7.

City of Brockville Vacancy Rate, Number of Units, & Average Rents

According to the CMHC and the latest Rental Market Report released January 2023, shows the vacancy rate, number of units in the Brockville universe, and average rents. Attached hereto at **Appendix 8**.

Vacancy Rate

The total vacancy rate in the City of Brockville in October 2022, was 2.3%. For a 2-bedroom unit specifically the vacancy rate is 2.6%. Please see below the complete chart which shows the vacancy rate for the past 4 years.

Private Apartment Vacancy Rates (%)

	OCT-19		OCT-20		OCT-21		OCT-22	
Bachelor	2.7	c	**		0.0	d	**	
1 Bedroom	3.0	b	1.5	d	**		1.5	c
2 Bedroom	3.6	c	1.6	c	2.6	b	2.6	b
3 Bedroom +	**		0.0	d	**		0.0	d
Total	3.4	b	1.8	c	2.5	c	2.3	b

The average vacancy rate between October 2019 to October 2022 is 2.6%, both with 2 bedrooms and with the total apartment vacancy rate within the Brockville Official Plan Policy vacancy rate threshold of 3%. Within the universe of the subject properties, there is a total of 32 vacant units resulting in a actual vacancy rate of **8.84%**.

The CMHC survey has been generated within the COVID-19 Pandemic, in which it is understood less mobility and supply changes--move-in/outs--effectively not reflected the true vacancy rate or percentage of change. And, CMHC has not surveyed the applicant during the period as the registration information was not provided to CMHC within survey deadlines. So, the 158-unit and 186-unit properties, or 344 total rental units subject to the Draft Plan of Condominium, had not been included.

The vacancy rate is important as to serve as a “sensitivity analysis” to ensure a condominium conversion should be considered at a 3% vacancy rate to not theoretically jeopardize the rental housing stock. While the survey has concluded Brockville has experienced on average 2.6%.

It is requested that the City consider the 3% as a soft 3%, and not a hard 3%, given the actual vacancy rate and historical vacancy rate.

Further, PPS also recognized a vacancy rate below 3% would warrant condominium conversion approval.

A Draft Plan of Condominium considers the vacancy rate to encourage or discourage the supply of rental housing. In doing so, municipalities have taken into consideration other policies in which are needed to encourage the retention of rental housing below the 3% threshold, while “the city may approve a conversion of rental housing to condominium if the conversion results in the creation of affordable accommodation is below 3 %.”

Specifically, using a similar Draft Plan of Condominium application has approved by the County of Oxford County and Town of Tillsonburg, Official Plan policy requires a 3% threshold and using CMHC data,

*“... the average vacancy rate for the same time for a two-bedroom apartment unit in Tillsonburg is 2.5%. While the vacancy rate for this unit type in Tillsonburg is less than the 3% “base” as set out in the Official Plan policies, Planning staff note an additional number of criteria are to be considered when assessing conversion applications”, page 5 of 7 Report No CASPO 2015-233, Community and Strategic Planning, **Appendix 13.***

The Draft Plan of Condominium approval will result in favorable opportunity to address the rental housing universe which has experienced 3% vacancy rate in both the mid and long term, in which the current term has fallen due to increased supply. Planning decisions have also concluded vacancies below 3% warrant Draft Plan approval, as there are other factors in which need to be considered within the Official Plan policies.

Average Rents

The CMHC report also reports the average rent in the City of Brockville. The total average rent in Brockville in October 2022 was \$1,065.

Private Apartment Average Rents (\$)

	OCT-19		OCT-20		OCT-21		OCT-22	
Bachelor	633	a	752	b	768	a	767	b
1 Bedroom	786	a	872	b	879	b	912	a
2 Bedroom	912	a	972	a	1,024	a	1,144	a
3 Bedroom +	926	c	961	c	1,154	b	1,161	c
Total	859	a	939	a	988	a	1,065	a

The total average rent in Brockville between October 2019 to October 2022 is \$963.00.

SIREG has provided the July 2023 rent rolls for the subject properties under consideration for condominium conversion. Please see attached hereto **Appendix 9** for a copy of the rent rolls.

Please see below the total average rents for each of the subject properties which are all primarily 2-bedroom units:

Property	Average Rent
1-4 Balmoral Place, Brockville	\$1,048.02
4,8,10,12,14,16 Cartier Court, Brockville	\$879.26
1390-1410 Kensington Parkway, Brockville	\$911.79

The average rent at each of the subject properties proposed for conversion is lower than the total average rent in Brockville and lower than the average 2-bedroom rent of \$1,144.00 in Brockville.

The following table shows the average rents at the subject properties **without** accounting for the vacant units. The average rent of each of the subject properties is still lower than the average rent reported by CMHC in Brockville for a 2-bedroom unit.

Property	Average Rent
1-4 Balmoral Place, Brockville	\$1,109.41
4,8,10,12,14,16 Cartier Court, Brockville	\$990.44
1390-1410 Kensington Parkway, Brockville	\$983.70

Therefore, the Draft Plan of Condominium proposal meets the criteria within the Brockville Affordable Housing Official Plan Policy 3.5.1.2, and the “PPS.”

Affordability

Affordable housing, as defined by the “PPS,” a unit for which the rent does not exceed 30 percent of gross annual household income for low to moderate households in Brockville has also been examined and analyzed by SIREG. Please see the average and median incomes before and after taxes in Brockville based on the 2016 CMHC data available. Attached hereto in **Appendix 10** is the complete population and household income data.

Average household income before taxes (\$)	77,211
Median household income before taxes (\$)	61,059
Average household income after taxes (\$)	65,890
Median household income after taxes (\$)	55,121

In adopting the methodology used by the Ministry of Social Services, please see the below analysis supporting the affordability factor of the subject properties by calculating the average and median incomes before and after taxes.

1-4 Balmoral Place, Brockville, Average Rent and Average/Median Household Income

Average Rent **\$1,048.02 monthly or \$12,576.24**

Average Household Income, before taxes - **\$77,211**

30% of Average Household Income - **\$23,163.30**

Cushion - **\$10,587.06**

Median Household Income, before taxes - **\$61,059**

30% of Median Household Income - **\$18,317.70**

Cushion - **\$5,741.46**

Average Household Income, after taxes - **\$65,890**

30% of Average Household Income, after taxes - **\$19,767**

Cushion - **\$7,190.76**

Median Household Income, after taxes - **\$55,121**

30% of Median Household Income, after taxes - **\$16,536.30**

Cushion - **\$3,960.06**

4,8,10,12,14,16 Cartier Court, Brockville Average Rent and Average/Median Household Income

Average Rent **\$879.26 monthly or \$10,551.12**

Average Household Income, before taxes - **\$77,211**

30% of Average Household Income - **\$23,163.30**

Cushion - **\$12,612.18**

Median Household Income, before taxes - **\$61,059**

30% of Median Household Income - **\$18,317.70**

Cushion - **\$7,766.58**

Average Household Income, after taxes -**\$65,890**

30% of Average Household Income, after taxes - **\$19,767**

Cushion - **\$9,215.88**

Median Household Income, after taxes - **\$55,121**

30% of Median Household Income, after taxes - **\$16,536.30**

Cushion - **\$5,985.18**

1390-1410 Kensington Parkway, Brockville Average Rent and Average/Median Household Income

Average Rent **\$911.79 monthly or \$10,941.48**

Average Household Income, before taxes - **\$77,211**

30% of Average Household Income - **\$23,163.30**

Cushion - **\$12,221.82**

Median Household Income, before taxes - **\$61,059**

30% of Median Household Income - **\$18,317.70**

Cushion - **\$7,376.22**

Average Household Income, after taxes - **\$65,890**

30% of Average Household Income, after taxes - **\$19,767**

Cushion - **\$8,825.52**

Median Household Income, after taxes - **\$55,121**

30% of Median Household Income, after taxes - **\$16,536.30**

Cushion - **\$5,594.82**

Summary

The Official Plan Policy criteria:

“The city may approve a conversion of rental housing to condominium if the conversion results in the creation of affordable home ownership or accessible housing.”

The affordability definition criteria of 30% of household income used for renting or housing costs is critical for any review. The results show that the average and median household income in Brockville could afford \$18,317.70 to \$23,163.30, before taxes and \$19,767 to \$16,536.30 after taxes. At each one of the subject properties, the average rent is much lower than what is considered affordable in Brockville.

The Draft Plan of Condominium has no impact on the *“availability of affordable housing”* as it does not result in a change in supply. The supply or *“availability of affordable housing”* is within the regime of protection by the Residential Tenancies Act, Condominium Act, and contractual agreements.

The *“affordability”* criteria for *“rental housing”* within the *“PPS”* is similar and consistent with the *“affordability”* factor used by CMHC and mortgage financing in which 30% of the gross annual income used for principal, interest, and taxes-gross debt service ratio.

The *“affordability”* criteria using *“gross annual household income”* as outlined per the *“PPS”* is satisfied.

3. Compliance with the Condominium Act of Ontario

The Draft Plan of Condominium requires technical reports and documents to comply with the Condominium Act and Land Registry Office to satisfy the zoning amendment and permit rental housing as a condition of approval and the City of Brockville's Official Plan-Condominium Conversion 3.5.1.7(iii):

- The **Declaration** is to be provided to the satisfaction of the municipality and Land Registry Office to comply with both the Condominium Act, and the Official Plan Policy-Condominium Conversion, to permit rental uses with all the units within the subject properties to address the City of Brockville's Official Plan. The subject properties will permit 100% of the condominium units to be condominium rental premises. There will not be any short-term rentals. (The Declaration will have provisions to prohibit short-term rentals of residential units, as the subject properties will consist of tenants under the Residential Tenancies Act-preserve and protect rental housing.)
- **Survey** to comply with the Condominium Act, and Declaration of the condominium. The application for condominium conversion shall provide a set of condominium plans to be reviewed and approved by the City of Brockville, and submitted to the Land Registry Office, following Brockville's final approval.
- **Condominium drawings** are required to define each PIN/unit and common areas within the condominium to comply with the Land Registry Office and the Condominium Declaration and schedules thereto. The engineered drawings are needed to define the condominium common area and separately each condominium unit. (There will be no change to the rental premises.)
- **Reserve Fund Study and Building Condition Report** to comply with the Draft Plan of Condominium and Condominium Act, City of Brockville Official Plan 3.5.1.7(iii).
- **Property and Condominium Management Agreements.** SIREG Management Inc. is registered *and licensed with* the Residential Tenancies Act and *licensed "condominium provider"* with the Condominium Authority of Ontario, CAO, Condominium Management Regulatory Authority of Ontario, CMRAO, under the Condominium Act. This results in another layer of separation of duties and protection between the occupant/tenant and the owner/investor.

4. Compliance with the Residential Tenancies Act

Property and Tenancies are within the Residential Tenancies Act

A property providing residential rental housing is subject to the Residential Tenancies Act of Ontario, “RTA.” The proposed subject properties for condominium conversion have been under single ownership and operating subject to the RTA.

The proposed Draft Plan of Condominium for each of the subject properties would result in a change in legal ownership only, with the existing tenancy agreements continuing to be in full force and effect, in accordance with the RTA.

The Draft Plan of Condominium does not change the status of the subject properties, compliance, or conformity with any tenant rights under the RTA.

Each existing tenant shall be subject to the same terms and conditions within the existing tenancy agreement, management, and operations.

The change in ownership under the condominium conversion will not result in any change in the role or responsibility of either the tenant or SIREG. Under the SIREG model, nothing before or after the condominium conversion will have any impact or can have any impact on any tenant or tenancy.

Legal Structure and Operations – Tenancy Protection

As previously mentioned, the SIREG investment model provides added protection, as the owner/investor is removed from acting as a traditional property owner managing the tenancy. In fact, the owner/investor does not have any direct or indirect role with the tenant or tenancy- does not exist as the owner, by legal agreement, acts solely as an investor.

To best understand and appreciate the SIREG program and model which provides added protection, we have prepared the “legal structure and operations” chart, **Appendix 11**.

- The subject property has historically provided residential rental housing, subject to the Residential Tenancies Act of Ontario (“RTA”) under single ownership, Starlight Investments, referred to as OLDSCO. All existing tenants are “grandfathered” within the RTA. The OLDSCO, served as both the owner and Landlord, rented out each apartment to the tenant(s) within the terms and conditions of the Residential Tenancies Act of Ontario.
- OLDSCO sold the properties to SIREG, referred to as NEWSCO. NEWSCO, through SIREG Management Inc., manages the “grandfathered” tenancies from OLDSCO. --without change from OLDSCO to NEWSCO, i.e., subject to the existing tenancy agreements and the RTA.
- NEWSCO has submitted the Draft Plan of Condominium, to provide for the sale as the single owner, to individual condominium owners, and concurrently lease back each apartment to NEWSCO. The sale is not on MLS, not for owner occupants but to a SIREG investor.
- NEWSCO continues to provide property management and condominium management services to both the tenants and the condominium owner/investor.

As a result, every tenancy has gone through 3 generations of ownership in which their tenancies have continued uninterrupted, without change. The condominium owner serves to be only an investor and is not a party with the tenant or tenancy agreement nor is the tenant or tenancy agreement connected to the condominium owner/investor: tenant protection is provided in accordance with the requirements of the Official Plan Policy.

The proposed Draft Plan for Condominium would result in a change of legal ownership only, with the existing tenancy agreements continuing to be in full force and effect, in accordance with and subject to the RTA.

Tenant Protection as provided by the RTA-security of tenure.

Further protection is provided to all tenants of the subject properties proposed for condominium conversion by the RTA. The RTA includes specific policies to safeguard tenants with respect to condominium conversion. The rental apartment units before and after an approved Draft Plan of Condominium are “grandfathered” in law with the RTA Section 51(1) and (2), Sections 48 and 49, and guidelines within the Provincial Policy Statement.

Conversion to condominium, security of tenure

RTA Section 51 (1) If a part or all of a residential complex becomes subject to a registered declaration and description under the [Condominium Act, 1998](#) or a predecessor of that Act on or after June 17, 1998, a landlord may not give a notice under [section 48](#) or [49](#) to a person who was a tenant of a rental unit when it became subject to the registered declaration and description. 2006, c. 17, s. 51 (1).

RTA Section 51 (2) If a landlord has entered into an agreement of purchase and sale of a rental unit that is a proposed unit under the [Condominium Act, 1998](#) or a predecessor of that Act, a landlord may not give a notice under [section 48](#) or [49](#) to the tenant of the rental unit who was the tenant on the date the agreement of purchase and sale was entered into. 2006, c. 17, s. 51 (2).

Tenant’s Right of First Refusal:

Section 51(5) further safeguards a tenant regarding condominium conversion in that the tenant has a right of first refusal to purchase the unit at the price and subject to the terms and conditions offered to the public.

Conversion to condominium, right of first refusal

(5) If a landlord receives an acceptable offer to purchase a condominium unit converted from rented residential premises and still occupied by a tenant who was a tenant on the date of the registration referred to in subsection (1) or an acceptable offer to purchase a rental unit intended to be converted to a condominium unit, the tenant has a right of first refusal to purchase the unit at the price and subject to the terms and conditions in the offer. 2006, c. 17, s. 51 (5).

The Draft Plan for Condominium results in the opportunity for a tenant to purchase or continue their tenancy, uninterrupted based upon the same terms and conditions, to comply with the Residential Tenancies Act.

SIREG Management Inc. provides a ***“right of first refusal”*** on two separate occasions. Firstly, SIREG Management has provided each tenant with a “notice” with the Draft Plan of Condominium. They have the option to “do nothing” and continue the tenancy agreement based on the same terms and conditions. Secondly, each tenant has the ***option to “purchase a rental unit”***- “do something.”

The Draft Plan of Condominium, “provides for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area...” PPS, 1.4.1, by enforcing and enriching the subject property within the Residential Tenancies Act.

Management Agreement

The Management Agreement provides an added layer of protection to the tenants, as all owners/investors have a hands-off approach in all aspects of their investment and agreement with SIREG. SIREG Management Inc. provides property management out of our Brockville office consisting of a Property Manager and employees performing full property management, repair, and maintenance services.

Summary

The proposed Draft Plan of Condominium complies with the Planning Act, Provincial Policy Statement, Residential Tenancies Act, Condominium Act, Legal/Management Agreements, and Official Plan Policy of Brockville, as the Draft Plan of Condominium is for a change in ownership only.

Conclusion

The proposed Draft Plan of Condominium is to affect a *change in ownership* or tenure by providing a unique and differentiated real estate investment opportunity in Brockville while providing affordable and respectful housing for tenants and the total existing community.

The Draft Plan of Condominium has no impact on the availability of affordable housing as it does not result in a change in the universe of rental housing in Brockville.

The Draft Plan of Condominium complies with the Official Plan of Brockville condominium conversion policy implementing the Provincial Policy Statement. The PPS guidance and policy criteria identified by the municipality and included within the Official Plan condominium conversion policy, examining the vacancy rate, average rent/affordability, and protections for tenants under the CA, RTA, and by legal agreement with each owner/investor.

SIREG is pleased and excited to work with the City of Brockville regarding this proposal and welcomes any feedback, recommendations, or questions, as required.

APPENDIX 1



ACKNOWLEDGEMENT AND DIRECTION

TO: SIREG MANAGEMENT INC.

RE: (Property Address, Management Agreement)

THE UNDERSIGNED HEREBY ACKNOWLEDGES, AUTHORIZES AND DIRECTS, SIREG MANAGEMENT INC. (the "Property Manager") to do all things necessary in managing the above-mentioned property address and tenancy including but not limited to *inter alia*:

1. Managing the tenant residing in the above-mentioned property address;
2. Collecting and distributing rents;
3. Managing the utilities of the unit;
4. Keeping the unit in a good condition on behalf of the Owner.

AND FOR DOING SO this shall be your good, sufficient and irrevocable authority.

DATED at _____, this _____ day of _____, 20____

Witness

Owner Name



THE SIMPLE PROPERTY MANAGEMENT & LEASE AGREEMENT

This agreement is made on _____ day of _____, 20__.

MADE BETWEEN:

(“Owner”)

Property:

(the “Unit”)

And: **SIREG MANAGEMENT INC. (the “Property Manager”)**

The parties hereto make this Agreement as follows:

1. Nature of Agreement:

This is an individual Property Management and Lease Agreement between the Owner and the Property Manager. As outlined below, the Owner retains control of their property and is simply entering into a management and tenancy agreement with SIREG Management Inc., for the purposes of managing the tenant residing in the unit, collecting rent, and ensuring the unit is in a good state condition, on behalf of the Owner.

2. Definitions:

Any legislation defined in this section includes its regulations and any amending or successor legislation.

- a. “Owner” means the owner of the condominium unit and its successors and assigns;
- b. “Property Manager” means SIREG Management Inc. and its employees, directors, and officers;
- c. “Tenant” means the tenant of the unit and SIREG Management Inc.;
- d. “RTA” means the Residential Tenancies Act, 2006, SO, c 17’;
- e. “LTB” means the Landlord Tenant Board;
- f. “Rent Increase Guideline” means the most that the Property Manager can raise a tenant’s rent without the approval of the Landlord Tenant Board;
- g. “Fair Market Rent” means the rent that would reasonably be obtained by a willing Property Manager for similar premises from a willing tenant or tenants dealing at arm’s length in the prevailing market, for a term commencing on the relevant date and having regard to all relevant circumstances.;
- h. “Fair Market Value” means the highest price available in an open and unrestricted market between informed and prudent parties, acting at arm’s length and under no compulsion to act, expressed in terms of cash” .;
- i. “The Simple Fund” means the funds utilized to cover general repairs, turnover costs and vacancy loss.;

- j. **"Guaranteed Rent"** means includes all sums payable by the Tenant (SIREG Management Inc.) under this agreement.;
- k. **"Natural Rent"** means the amount of actual rent collected by SIREG Management Inc. from the tenant occupying the unit.;
- l. **"First Rental Turnover "** means including but not limited to advertising, painting, cleaning, and general upgrades subsequent to the first tenant vacating the premises. The first rental turnover shall occur only once during the period that the owner retains ownership of the unit.
- m. **"Term"** includes the term hereby demised in Section 15 and any renewal or extension thereof, of such shorter period as provided under this agreement.

ELECTION OF PROPERTY MANAGER:

The Owner hereby appoints _____ (the "Property Manager") for: _____ (the "Property Address").

3. Management:

The Property Manager shall manage and rent the unit on such terms and at such rates as the Property Manager, in its sole discretion, may determine to be in the best interests of the owner. **The Owner hereby acknowledges, directs, and authorizes the Property Manager to lease, manage, hold, and distribute deposits, rents, and do all such things considered necessary in the management of the tenant and the unit on behalf of the owner.** The management of all units shall be in accordance with the Laws of the Province of Ontario, including but not limited to the "RTA" and the "LTB" rules and regulations. The Owner hereby agrees to execute the attached Acknowledgment and Direction authorizing the Property Manager to act on behalf of the Owner. The Owner hereby agrees not to have any direct or indirect contact/communication with the tenant of the unit, including but not limited to, physical, verbal, electronic, or through third parties such as realtors, mortgage brokers, and appraisers, without the prior written consent of the Property Manager, which consent may be unreasonably withheld.

4. Rent:

The current monthly rent the Owner will receive is \$ _____ per month and it shall be fixed for the first two years from the date of ownership. For purposes of this Agreement, the Property Manager is the tenant of the owner who may receive more or less of the guaranteed rent stated above.

On the second anniversary of this Agreement, the Property Manager shall adjust the monthly rent you will receive per the annual rent increase guideline approved by the Province of Ontario.

In the event that the Owner elects to list his or her unit for sale or occupy it, the Owner acknowledges and agrees that he or she will not receive the guaranteed rent under this agreement, including if the unit is vacant at the time of listing the property for sale. The Owner further acknowledges that he or she will be responsible for collecting the natural rent directly from the tenant occupying the unit upon listing the unit for sale.

5. THE SIMPLE FUND

The Property Manager shall maintain the Simple Fund for the benefit of the Premises.

The parties acknowledge and agree that the utility of the Simple Fund includes but is not limited to, *inter alia*:

- (i) To cover any rental losses for a unit that becomes vacant
- (ii) To pay for unit turnover costs such as; advertising, painting, cleaning, and general upgrades
- (iii) To pay for general repairs to the unit's plumbing, electrical, appliances, and HVAC.
- (iv) To pay for general improvements to the unit such as replacing carpets, ceramics, appliances, etc.

The Property Manager may substitute other material for that provided in the plans, specifications, and any sales and marketing materials, provided that in connection with unit finishings, such alternative material is of a quality comparable to or better than the material in the specifications and, in connection with the building construction, that such material is of comparable quality to the material provided for in the Ontario Building Code.

6. The Property Manager warrants that it will be responsible for all repairs, maintenance, and renovations to the unit for the first rental turnover at no additional cost to the Owner (**subject to the limitations, see below**). It is hereby understood and acknowledged by the parties that, due to the Property Manager effectively assuming the tenancy on the closing of the unit, the Property Manager will make best efforts to ensure that the unit will be in good condition. It is further understood and acknowledged that the Property Manager in its absolute and sole discretion shall choose all unit colors and improvements of the unit to create a consistent and uniform multi-residential development.

7. LIMITATIONS on THE SIMPLE FUND AND FIRST RENTAL TURNOVER:

- i. The Owner shall be entitled to a maximum repair coverage limit of up to \$2,500.00 per unit per fiscal year. Such capital costs and repairs cannot be carried forward from year to year. In the event that the accumulated annual cost of repair exceeds \$2,500.00, the Property Manager shall notify the owner in writing to obtain approval prior to commencing any repairs. Upon obtaining the said approval, the Property Manager shall provide a detailed accounting of all costs and invoices for the said repairs on the Unit. **The Owner hereby acknowledges and agrees to be fully responsible for payment of all costs above \$2,500.00 per unit per fiscal year.**
- ii. The amount of \$2,500.00 per unit per year is only applicable during the regular course of property management duties. In the event that the Owner elects to list the unit for sale then this repair allowance shall be considered void and have no credit or cash value transferrable to the Owner.
- iii. In addition to the termination provisions outlined subsequently below in Section 17 of this agreement, with respect to an Owner occupying the unit or the Owner listing the unit for sale, **it is hereby acknowledged and agreed that the Owner shall not be entitled nor shall receive any benefit of this agreement including but not limited to any and all repairs, renovations, distribution of rents, or any other benefit received from the Property Manager in managing the tenant and unit under this agreement.** In other words, if the Owner elects to occupy or sell the unit prior to or after the recommended time of retention of this asset, then the Owner hereby agrees he or she has terminated this agreement. **Upon termination of this agreement, the Owner acknowledges and agrees to assume all responsibility, liability, costs for all repairs, and renovations. The Owner shall deal directly with the tenant in any LTB-related matters pertaining to the tenancy and the unit upon the termination of this agreement.**
- iv. In the event that the Owner elects to list the unit for sale and, as a result, terminates this agreement prior to the Property Manager completing the first rental turnover, then the Owner acknowledges and agrees to accept the unit in an "as is and/or where is condition".
- v. In the event the Owner elects to list their unit for sale, the Owner acknowledges and agrees to abide by all applicable provisions of the RTA and the LTB rules, and regulations, with respect to listing the property for sale. The Owner acknowledges and agrees that it shall be his or her sole responsibility to ensure that the Tenant is provided with sufficient notice as outlined in the provisions listed in section 17 below.
- vi. The Owner acknowledges and agrees that the Owner shall be responsible for the payment of the mortgage and property taxes for the unit.
- vii. The Owner acknowledges and agrees to be responsible for all costs associated with compliance with all relevant municipal by-laws, rules, and regulations pertaining to this unit, if applicable.

The monthly cost of The Simple Fund is as follows:

<u>Unit Type</u>	<u>Monthly Amount</u>
Bedroom	\$

The amount shall be deducted by the Property Manager from monthly rent distributions to all participating Owners.

8. WARRANTY:

The Property Manager, subject to Section 7 above, warrants that it is responsible for all repairs and modifications that have been completed for the condominium conversion. The Owner gives the Property Manager the authority to pursue any action necessary to rectify any warranty claims on behalf of the condominium, at no additional cost to the Owner.

9. MAINTENANCE FEES:

The monthly condominium maintenance fee shall be as follows:

<u>Unit Type</u>	<u>Monthly Amount</u>
Bedroom	\$

The monthly maintenance fee is guaranteed for the first two (2) years. The Property Manager along with the developer, SIREG Holdings Inc., warrants that any extra contributions to the condominium Reserve Fund or to the operating expenses will be their sole responsibility. After the two-year period, SIREG Management and SIREG Holdings Inc. will contribute a total of \$_____ per unit to the Reserve Fund. These funds will be placed into the condominium Reserve Fund account and deemed as the developer contribution. All maintenance fees include common element costs, water, parking, building insurance, heating, and any hydro expense not paid for by the individual tenant as outlined in their lease agreement.

10. DISTRIBUTION OF RENT:

The Property Manager shall make distributions of their share of the rent to all Owners on the 25th day of each calendar month. Distributions shall be made within 30 days after actual collection. (Example: rents collected on January 1st shall be paid to Owners on January 25th, and so on) For the full or partial rental period following the month of closing, an adjustment shall be made for actual rents collected for that period which shall be prorated and distributed on the 25th calendar day of the following month.

The Property Manager will not be responsible for any NSF fees charged to the Owner due to late or reduced distributions as set out in the terms and conditions of this Agreement. The Owner hereby acknowledges that monthly distributions may be held back by the Property Manager for any unsettled amounts owed by the Owner to the Property Manager until all amounts have been paid or recovered. Last month's rents for all units shall be held by the Property Manager within the terms, conditions, and Laws of the Province of Ontario governing the holding of such prepaid rents.

11. BANKING:

Owners shall open an account with a financial institution of their choice and provide the account details to the Property Manager so that the rents may be distributed via electronic fund transfers (EFT). Owners shall provide the Property Manager with the full account information five (5) banking days prior to closing. Owners in turn will arrange to have the banking institution where their mortgage is held automatically debit this account on a monthly basis to cover mortgage payments on their unit. We recommend that the Owner have their mortgage payments paid on the last day or first day of each calendar month.

Should the Owner not wish to participate in having funds directly deposited to their bank account, rental income payments shall be paid by way of a written cheque. All payments by cheque shall be processed on the 25th of each calendar month and mailed out to the Owner the following day.

NOTE: Should the 25th day of any calendar month fall on a Saturday or Sunday, all cheque processing and mailing out of payments shall occur on the first Monday following that day (excluding statutory holidays).

12. CALCULATION OF RENT / DISTRIBUTION

The gross monthly distribution to the Owner shall be calculated as follows:

Rental income less condominium maintenance fees payable to the condominium corporation, The Simple Fund costs applicable per unit, and suite insurance (when applicable).

In the event that the Owner elects to list his or her unit for sale, the Owner acknowledges and agrees to pay for the condominium maintenance fees directly to the condominium corporation via a pre-authorized debit form.

13. ASSIGNMENT OF RENTS:

a) It is hereby agreed by the Parties that in the event the Owner is in default with any mortgage holder or municipality for unpaid property taxes on their unit, the Property Manager in its absolute, sole, and unfettered discretion shall be at liberty to advance monthly distributions to the mortgage holder, as required to settle any unpaid balance due in order to avoid any Power of Sale or Foreclosure proceedings.

b) the Property Manager hereby agrees to terminate this Management Agreement upon initiation by the Mortgagor of Power of Sale proceedings. The Mortgagor is not obligated to continue with the Agreement but must provide notice in writing to the Property Manager that the Mortgagor will assume all responsibilities to manage the existing tenant and follow all rules and regulations pertaining to the Power of Sale proceedings within the Province of Ontario.

14. DELIVERY OF NOTICE:

The Owner hereby agrees to provide the Property Manager with a valid email address so that detailed monthly statements and CMRAO condominium-related documents can be delivered to the Owner. It shall be the responsibility of the Owner to notify the Property Manager of any changes to this email address. **It is agreed that communication via email shall be acceptable under this Agreement unless otherwise advised.**

15. AGREEMENT TERM:

The Owner hereby acknowledges and consents to this Agreement for a term of **two (2) years** commencing on the first day of ownership of the Owner's unit and will automatically renew at the end of this term and each **one (1) year** period thereafter unless the Owner notifies SIREG Management Inc. in writing not less than **sixty (60) days** prior to the end of each term.

The Owner further acknowledges that this Agreement shall not be transferable to any third party without the prior written consent of SIREG Management Inc. If the Condominium Board decides to terminate SIREG Management Inc. from its role as Property Manager, this Agreement shall become null and void from the receipt of such notice.

16. INSURANCE:

The Owner hereby agrees to have in place a Homeowners Insurance Policy. The policy must provide coverage for liability, rental income loss, upgrades, personal property, fire and water damage, and improvements protection. The Owner agrees to provide the Property Manager with the policy details within **five (5) banking days** prior to closing. Should the Owner fail to provide said policy information, SIREG Management Inc. shall secure on behalf of the Owner an appropriate insurance policy. The cost for this insurance shall be deducted from the second rental income distribution (pro-rated) and in January of each calendar year following.

17. TERMINATION of AGREEMENT re: OCCUPANCY OR SALE OF UNIT:

The Owner has the right to occupy, rent or sell their unit at their sole discretion, having regard to Section 7 above.

a) If the Owner wishes to occupy their unit, they must provide a minimum of **sixty (60) days** written notice from the 1st of the month to the Tenant to ensure that the existing Tenant is provided with proper legal

notice to vacate the property for Owner occupation. The Owner acknowledges that the tenant shall not be removed and replaced with a new tenant unless the tenant has been legally evicted. Should the Owner decide to manage and rent the unit themselves, they must first provide written notice to the Property Manager of their intention to terminate this Management and Lease Agreement. Upon receiving notice from the Owner of his or her intention to occupy or self-manage the unit this agreement shall be terminated and considered null and void.

b) If the owner wishes to sell their unit, they must do the following:

i) The Owner and/or Real Estate Sales Representative must adhere to the rules and procedures for showing a unit so as to maintain the safety and security of the tenant and refrain from any potential liabilities with the LTB.

ii) The Owner must provide notice in writing to the Property Manager prior to listing the property for sale. **If the unit is occupied by a tenant who is within the first year of their lease or on a fixed-term lease**, the investor must wait until the anniversary of the lease to legally give notice to the tenant or the unit must be sold to another investor that will be willing to assume the Tenant with SIREG Management Inc. The Owner is allowed to negotiate directly with the Tenant if the Owner wishes them to vacate early. All correspondence and negotiation are the responsibility of the Owner and/or their sales agent and SIREG Management Inc. takes no responsibility for the negotiation. Upon providing notice to the Property Manager, this agreement shall be terminated and considered null and void.

iii) If the unit is unoccupied at the time the Property Manager receives notice from the Owner that they wish to sell, the rent guarantee will only be in place until the unit is listed for sale, the Owner hereby acknowledges that they will not receive any guaranteed rent subsequent to listing the property for sale.

The Owner can offer the unit to SIREG Management for purchase or have them offer the unit to the group of investors. If SIREG Holdings Inc. facilitates the sale of the unit, there will be a flat fee of \$3,000.00 plus applicable taxes paid to SIREG Management Inc. on the closing of the transaction.

The Owner and the Property Manager hereby agree to execute a Full and Final Mutual Release Agreement with respect to the termination of this Agreement.

18. DISCLAIMER & INDEMNIFICATION:

It is recommended by SIREG Management Inc. that the Owner retain this asset for a minimum of **three (3) to five (5) years** from the acquisition date in order to achieve any forecasted results. In order to achieve maximum return on the Owner's investment, upfront hard costs have to be amortized over time. If the Owner sells their unit prior to the three-year mark, there is a greater possibility that they could incur a loss after paying out these upfront costs. **The Owner/Investor acknowledges and agrees that any past performance, projections, forecast, or simulation of results is not necessarily indicative of the future or likely performance of this investment.**

In the event that the Owner incurs a loss on this investment, the Owner hereby shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") SIREG Management Inc. and its directors, officers, employees, agents, stockholders, and affiliates (collectively the "indemnified parties") from all manner of actions, counterclaims, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, claims and demands for damages, injury, monies, losses, indemnity, costs, and interests, howsoever arising which hereto for may have been or which may hereafter be sustained, from any nature whatsoever arising out of any and all matters related to the Property Management Agreement and this investment.

19. OWNER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION:

The Owner hereby consents to the Property Manager's collection, use, and disclosure of the Owner's personal information for the purpose of enabling the Property Manager to proceed with the Owner's

purchase of the Unit, completion of this transaction, and for post-closing and after-sales client care and management purposes. Such personal information includes the Owner's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, and social insurance number.

In particular, but without limiting the foregoing, the Property Manager may disclose such personal information to:

- (a) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
- (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Owner's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
- (c) the Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
- (d) any companies or legal entities that are associated with, related to or affiliated with the Property Manager, other future condominium property managers that are likewise associated with, related to or affiliated with the Property Manager (or with the Property Manager's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Owner or members of the Owner's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Owner and/or members of the Owner's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Owner and/or members of the Owner's family, with respect to the unit, and/or the financing of the Owner's acquisition of the Property from the Property Manager and its affiliates;
- (f) any insurance companies of the Property Manager providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Owner or the Owner's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Property Manager (or who are otherwise dealing with the Property Manager) to facilitate any repairs, maintenance, or renovations to the unit;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas, and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "Utilities"), unless the Owner gives the Vendor prior notice in writing not to disclose the Owner's personal information to one or more of the Utilities;
- (i) one or more third-party data processing companies which handle or process marketing campaigns on behalf of the Property Manager or other companies that are associated with, related to, or affiliated with the Property Manager, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Owner and/or members of the Owner's family, unless the Owner gives the Property Manager prior notice in

writing not to disclose the Owner's personal information to said third party data processing companies;

- (j) the Property Manager's solicitors, to facilitate the final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- (k) any person, where the Owner further consents to such disclosure or disclosures required by law.

20. SEVERABILITY:

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

21. APPLICABLE LAW:

The parties hereby irrevocably and unconditionally submit to the jurisdiction of the Ontario Superior Court of Justice and the Province of Ontario for the purposes of any suit, action or other proceeding arising out of or based upon this agreement.

22. ORAL REPRESENTATIONS:

The Property Manager and the Owner agree that there is no representation, warranty, collateral agreement, or condition affecting this Agreement or the Condominium supported hereby other than as expressed herein in writing. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF the Property Manager, SIREG MANAGEMENT INC. has executed this Agreement under the hand of its properly authorized signing officer as of the ____ day of _____, 20____.

SIREG MANAGEMENT INC.

Per:

Position:

I have the authority to bind the corporation.

OWNER NAME

DATE: _____

APPENDIX 2

Properties

PIN 44176 - 0185 LT *Interest/Estate* Fee Simple
Description PT LT 6 PL 238; PT LT 12 CON 1 ELIZABETHTOWN PARTS 1, 2, 5, & 6 28R1781;
 BROCKVILLE
Address 1 - 4 BALMORAL PLACE
 BROCKVILLE

Consideration

Consideration \$22,500,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name D.D. 1-4 BALMORAL LTD.
Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name SIREG 1-4 BALMORAL INC.
Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$446,475.00
Total Paid	\$446,540.30

File Number

Transferor Client File Number : BL8102

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44176 - 0185 PT LT 6 PL 238; PT LT 12 CON 1 ELIZABETHTOWN PARTS 1, 2, 5, & 6 28R1781; BROCKVILLE

BY: D.D. 1-4 BALMORAL LTD.
TO: SIREG 1-4 BALMORAL INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 1-4 BALMORAL INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$22,500,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$22,500,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$22,500,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132205 Date: 2021/10/19

B. Property(s): PIN 44176 - 0185 Address 1 - 4 BALMORAL PLACE
BROCKVILLE Assessment 0802020 - 05117100 Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44176 - 0185 Registration No. LE64228
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0143 LT Interest/Estate Fee Simple
 Description PT BLK D PL 329 PT 8 & 9, 28R5322; S/T LR182778; BROCKVILLE
 Address 4 CARTIER COURT
 BROCKVILLE

Consideration

Consideration \$2,916,120.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name D.D. 4 CARTIER LTD.
 Address for Service c/o 3280 Bloor Street West, Suite 1400,
 Centre Tower, Toronto Ontario, M8X 2X3
 I, Daniel Drimmer, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name SIREG 4 CARTIER INC.
 Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$54,797.40
Total Paid	\$54,862.70

File Number

Transferor Client File Number :	BL8102
Transferee Client File Number :	21-1021 4C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 48062 - 0176 PCL 31791 SEC MUSKOKA; FIRSTLY: PT WATER LT LOCATION CL1153 IN LAKE OF BAYS IN FRONT OF LOTS 23 & 24 CON 13 RIDOUT PT 3 & 8 35R12524; T/W PT 4 BR1657 AS IN LT147873; SECONDLY: PT RDAL IN FRONT OF LOTS 23 & 24 CON 13 RIDOUT CLOSED BY D16, PT 4 35R12524; S/T PT 4 35R12524 & T/W PT 4 BR1657 AS IN LT147873; THIRDLY: PT LT 23 CON 13 RIDOUT PT 5 & 6 35R12524 EXCEPT PT 1 35R19602; S/T PT 5 & 6 35R12524 & T/W PT 4 35R12524 AS IN LT147873; FOURTHLY: PT RDAL IN FRONT OF LT 23 CON 13CLOSED BY D16, PT 7 35R12524; S/T PT 7 35R12524 AS IN LT147873; T/W PT 4 & 5 35R19602 AS IN LT233852; LAKE OF BAYS ; THE DISTRICT MUNICIPALITY OF MUSKOKA

48062 - 0597 PT LT 24 CON 13 RIDOUT PT 1 35R12524; LAKE OF BAYS

48062 - 0598 PT RDAL IN FRONT OF LT 24 CON 13 RIDOUT CLOSED BY UNREGISTERED BYLAW # 123, PT 2 35R12524; S/T THE INTEREST OF THE MUNICIPALITY; LAKE OF BAYS

BY: THE CANADA TRUST COMPANY
TO: 1000366987 ONTARIO CORPORATION Registered Owner

1. TODD SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 1000366987 ONTARIO CORPORATION described in paragraph(s) (1(e)) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$8,700,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$8,700,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$8,700,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer By Personal Representative
LRO 35 Registration No. MT274237 Date: 2022/11/30

B. Property(s):
PIN 48062 - 0176 Address 1137 OLD HWY 117 Assessment 4427030 - 01111700
LAKE OF BAYS Roll No
PIN 48062 - 0597 Address LAKE OF BAYS Assessment -
Roll No
PIN 48062 - 0598 Address LAKE OF BAYS Assessment 0000000 - 00000000
Roll No

C. Address for Service: 1075 Sulton Dr
Burlington, ON, L7L 5Z8

LAND TRANSFER TAX STATEMENTS

D. (i) Last Conveyance(s): PIN 48062 - 0176 Registration No. LT147953
PIN 48062 - 0597 Registration No. DM229222
PIN 48062 - 0598 Registration No. DM229222

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Jasdeep Dhillon
1075 Sutton Drive
Burlington L7L 5Z8

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0143 PT BLK D PL 329 PT 8 & 9, 28R5322; S/T LR182778; BROCKVILLE

BY: D.D. 4 CARTIER LTD.

TO: SIREG 4 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 4 CARTIER INC. described in paragraph(s) (C) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
- does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,916,120.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,916,120.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,916,120.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132187 Date: 2021/10/19

B. Property(s): PIN 44183 - 0143 Address 4 CARTIER COURT Assessment 0802030 - 08013703
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0143 Registration No. LT969
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0145 LT Interest/Estate Fee Simple
 Description PT BLK D PL 329; PT LT 15 CON 2 ELIZABETHTOWN PT 6, 28R5322 & PT 1, 28R8473;
 BROCKVILLE
 Address 8 CARTIER COURT
 BROCKVILLE

Consideration

Consideration \$2,916,120.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name D.D. 8 CARTIER LTD.
 Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name SIREG 8 CARTIER INC.
 Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$54,797.40
Total Paid	\$54,862.70

File Number

Transferor Client File Number : BL8102
Transferee Client File Number : 21-1021 8C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0145 PT BLK D PL 329; PT LT 15 CON 2 ELIZABETHTOWN PT 6, 28R5322 & PT 1, 28R8473; BROCKVILLE

BY: D.D. 8 CARTIER LTD.
TO: SIREG 8 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 8 CARTIER INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,916,120.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,916,120.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,916,120.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132190 Date: 2021/10/19

B. Property(s): PIN 44183 - 0145 Address 8 CARTIER COURT Assessment 0802030 - 08013705
BROCKVILLE Roll No

C. Address for Service: 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0145 Registration No. LT964
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0146 LT Interest/Estate Fee Simple
 Description PT BLK D PL 329; PT LT 15 CON 2 ELIZABETHTOWN PT 5, 28R5322 & PT 2, 28R8473;
 BROCKVILLE
 Address 10 CARTIER COURT
 BROCKVILLE

Consideration

Consideration \$2,916,120.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name D.D. 10 CARTIER LTD.
 Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name SIREG 10 CARTIER INC.
 Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$54,797.40
Total Paid	\$54,862.70

File Number

Transferor Client File Number : BL8102
Transferee Client File Number : 21-1021 10C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0146 PT BLK D PL 329; PT LT 15 CON 2 ELIZABETHTOWN PT 5, 28R5322 & PT 2, 28R8473; BROCKVILLE

BY: D.D. 10 CARTIER LTD.
TO: SIREG 10 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 (c) A transferee named in the above-described conveyance;
 (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
 (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 10 CARTIER INC. described in paragraph(s) (c) above.
 (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,916,120.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,916,120.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,916,120.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132194 Date: 2021/10/19

B. Property(s): PIN 44183 - 0146 Address 10 CARTIER COURT Assessment 0802030 - 08013706
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0146 Registration No. LE50779
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0147 LT *Interest/Estate* Fee Simple
Description PT BLK D PL 329 PART 4, 28R5322; BROCKVILLE
Address 12 CARTIER CRT
 BROCKVILLE

Consideration

Consideration \$2,187,090.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name KANCO-12 CARTIER LTD.
Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name SIREG 12 CARTIER INC.
Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$40,216.80
Total Paid	\$40,282.10

File Number

Transferor Client File Number : BL8102

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0147 PT BLK D PL 329 PART 4, 28R5322; BROCKVILLE

BY: KANCO-12 CARTIER LTD.

TO: SIREG 12 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 12 CARTIER INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,187,090.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,187,090.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,187,090.00

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132197 Date: 2021/10/19

B. Property(s): PIN 44183 - 0147 Address 12 CARTIER CRT Assessment 0802030 - 08013707
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0147 Registration No. LE847
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0148 LT *Interest/Estate* Fee Simple
Description PT BLK D PL 329 PART 3, 28R5322; BROCKVILLE
Address 14 CARTIER
 BROCKVILLE

Consideration

Consideration \$2,916,120.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name KANCO-14 CARTIER LTD.
Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name SIREG 14 CARTIER INC.
Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$54,797.40
Total Paid	\$54,862.70

File Number

Transferor Client File Number :	BL8102
Transferee Client File Number :	21-1021 14C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0148 PT BLK D PL 329 PART 3, 28R5322; BROCKVILLE

BY: KANCO-14 CARTIER LTD.

TO: SIREG 14 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 14 CARTIER INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____, who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,916,120.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,916,120.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,916,120.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132200 Date: 2021/10/19

B. Property(s): PIN 44183 - 0148 Address 14 CARTIER Assessment 0802030 - 08013709
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0148 Registration No. LE276
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0149 LT **Interest/Estate** Fee Simple
Description PT BLK D PL 329 PARTS 2 & 3, 28R5577; S/T & T/W LR316468; S/T INTEREST IN LR316468; BROCKVILLE
Address 16 CARTIER COURT
 BROCKVILLE

Consideration

Consideration \$2,187,090.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name D.D. 16 CARTIER LTD.
Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)**Capacity****Share**

Name SIREG 16 CARTIER INC.
Address for Service 220 Wycroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$40,216.80
Total Paid	\$40,282.10

File Number

Transferor Client File Number : BL8102

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0149 PT BLK D PL 329 PARTS 2 & 3, 28R5577; S/T & T/W LR316468; S/T INTEREST IN LR316468; BROCKVILLE

BY: D.D. 16 CARTIER LTD.
TO: SIREG 16 CARTIER INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 16 CARTIER INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,187,090.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,187,090.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,187,090.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132203 Date: 2021/10/19

B. Property(s): PIN 44183 - 0149 Address 16 CARTIER COURT Assessment 0802030 - 08013709
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0149 Registration No. LT956
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0150 LT Interest/Estate Fee Simple
 Description PT BLK D PL 329 PT 1 & 4, 28R5577, PT 10, 28R5322; S/T & T/W LR316470; S/T
 LR176086, LR69161; BROCKVILLE
 Address 1390 KENSINGTON PARKWAY
 BROCKVILLE

Consideration

Consideration \$2,187,090.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name KANCO-1390 KENSINGTON LTD.
 Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name SIREG 1390 KENSINGTON INC.
 Address for Service 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$40,216.80
Total Paid	\$40,282.10

File Number

Transferor Client File Number : BL8102

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0150 PT BLK D PL 329 PT 1 & 4, 28R5577, PT 10, 28R5322; S/T & T/W LR316470; S/T LR176086, LR69161; BROCKVILLE

BY: KANCO-1390 KENSINGTON LTD.

TO: SIREG 1390 KENSINGTON INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 1390 KENSINGTON INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2,187,090.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2,187,090.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2,187,090.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132208 Date: 2021/10/19

B. Property(s): PIN 44183 - 0150 Address 1390 KENSINGTON PARKWAY BROCKVILLE Assessment 0802030 - 08013710 Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0150 Registration No. LT951
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

Properties

PIN 44183 - 0142 LT Interest/Estate Fee Simple
 Description PT BLK D PL 329 PARTS 1 & 2, 28R5176 & PART 1, 28R4401; BROCKVILLE
 Address 1400 KENSINGTON
 BROCKVILLE

Consideration

Consideration \$4,374,250.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name KANCO 1400 & 1410 KENSINGTON LTD.
 Address for Service c/o 3280 Bloor Street West
 Suite 1400, Centre Tower
 Toronto, ON
 M8X 2X3

I, Daniel Drimmer, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name SIREG 1400-1410 KENSINGTON INC.
 Address for Service 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Melissa De Lea Nowak 2171 Avenue Road, Suite 200 acting for Signed 2021 10 18
 Toronto Transferor(s)
 M5M 4B4

Tel 416-486-9913

Fax 416-485-6054

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2021 10 19
 Toronto Transferee(s)
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2021 10 19
 Toronto
 M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Provincial Land Transfer Tax	\$83,960.00
Total Paid	\$84,025.30

File Number

Transferor Client File Number : BL8102

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44183 - 0142 PT BLK D PL 329 PARTS 1 & 2, 28R5176 & PART 1, 28R4401; BROCKVILLE

BY: KANCO 1400 & 1410 KENSINGTON LTD.

TO: SIREG 1400-1410 KENSINGTON INC.

1. TODD C. SLATER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SIREG 1400-1410 KENSINGTON INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$4,374,250.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$4,374,250.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$4,374,250.00

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. LE132211 Date: 2021/10/19

B. Property(s): PIN 44183 - 0142 Address 1400 KENSINGTON Assessment 0802030 - 08013701
BROCKVILLE Roll No

C. Address for Service: 220 Wyecroft Road, Suite 203, Oakville, ON L6K 3V1

D. (i) Last Conveyance(s): PIN 44183 - 0142 Registration No. LT946
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lawrence Zimmerman
3338 Dufferin St.
Toronto M6A 3A4

APPENDIX 3

RESOLUTION OF DIRECTORS
OF
354248 ONTARIO LIMITED

EXECUTION OF SUBDIVISION AGREEMENT


RESOLVED THAT:

1. The Corporation enter into a Subdivision Agreement with the City of Brockville with respect to the real property known as Part of Lot 12, Concession 1 and Part Lot 6 Plan 238 in the City of Brockville.
2. Raymond Reid, the Vice-President of the Corporation, be and is hereby authorized to sign and affix the corporate seal of the corporation to such Subdivision Agreement which shall be in such terms as the said Raymond Reid may in his sole discretion determine.

DATED this 21st day of June, 1977.

I hereby certify the foregoing to be a true copy of a Resolution of Directors of 354248 Ontario Limited passed on the 21st day of June, 1977.

WITNESSES the Corporate Seal of the Corporation this 21st day of June, 1977.


Secretary c/s

RESOLUTION OF DIRECTORS
OF
FRANCIS ENGINEERING LIMITED

EXECUTION OF SUBDIVISION AGREEMENT


RESOLVED THAT:

1. The Corporation enter into a Subdivision Agreement with the City of Brockville with respect to the real property known as Part of Lot 12, Concession 1 and Part of Lot 6, Plan 238 City of Brockville.
2. Raymond Reid, the Vice-President and Secretary Treasurer of the Corporation, be and is hereby authorized to sign and affix the corporate seal of the Corporation to such Subdivision Agreement which shall be in such terms as the said Raymond Reid may in his sole discretion determine.

DATED this 21st day of June, 1977.

I hereby certify the foregoing to be a true copy of a Resolution of Directors of Francis Engineering Limited passed on the 21st day of June, 1977.

WITNESS the Corporate Seal of the Corporation this 21st day of June, 1977.



Secretary

c/s

BY-LAW NUMBER 79-77

BY-LAW TO AUTHORIZE THE EXECUTION OF A SUBDIVISION AGREEMENT WITH
FRANCIS ENGINEERING LIMITED AND 354248 ONTARIO LIMITED

WHEREAS the Corporation of the City of Brockville has deemed it expedient to enter into an agreement with FRANCIS ENGINEERING LIMITED AND 354248 ONTARIO LIMITED respecting the development of Part of Lot 6 according to Registered Plan No. 238, more particularly described on Plan 28R-1734, Parts 1 and 2, and Plan 28R-1781, Parts 5 and 6 within the Limits of the City of Brockville:

NOW THEREFORE THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk be and they are hereby authorized to execute an agreement with FRANCIS ENGINEERING LIMITED AND 354248 ONTARIO LIMITED, a copy of which agreement is attached to this By-Law.

GIVEN UNDER THE SEAL OF THE CORPORATION AND PASSED
THIS 24th DAY OF May, A.D., 1977


MAYOR


CLERK

CITY OF BROCKVILLE

AGREEMENT

AS AUTHORIZED BY BY-LAW NO. 79 -77
OF THE CORPORATION OF THE CITY OF BROCKVILLE

THIS AGREEMENT made the 24th day of May
A.D., 1977, BETWEEN:

FRANCIS ENGINEERING LIMITED AND 354248 ONTARIO LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE,

hereinafter called the "City"

OF THE SECOND PART

WHEREAS at the time of the making of this Agreement, the Owner purports to own certain lands, being Part of Lot 6 Registered Plan No. 238 within the City of Brockville as described by and as illustrated on a Plan prepared by W.J. Johnston, O.L.S., being Plan 28R-1734 Parts 1 and 2 and Plan 28R-1781 Parts 5 and 6 such description and plan being attached hereto and designated as Schedule A-1 & A-2 and A-3 and A-4 respectively of this Agreement; and

WHEREAS the Owner has applied to the City to develop the said lands for residential purposes; and

WHEREAS the City agrees to the said development subject to the terms and conditions of this Agreement; and

WHEREAS the Owner agrees to enter into an Agreement with the Brockville Public Utilities Commission with respect to the development being the subject to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner, (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the City as follows:



1. THAT this Agreement shall apply to and be binding upon the land described in Schedule A-1 & A-2 and A-3 & A-4 of this Agreement.

2. (a) (i) The Owner agrees to convey to the City lands required for a public road allowance from a point approximately 330 (three hundred and thirty) feet west of the south-west corner of Ferguson Drive and Central Avenue, northerly a distance of approximately 520 (five hundred and twenty) feet, having a width of sixty-six (66) feet and being adjacent to the Owner's lands as shown on the plan of the Owner's Lands, prepared by W.J. Johnston, O.L.S., and dated 20th July, 1976, being Schedule A-1 and A-2 hereto.

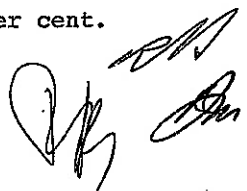
2. (b) THAT the municipal services described and detailed in Schedule "B" attached hereto will be installed and constructed upon the proposed road allowance, all at the expense of the Owner. All such municipal services shall be constructed to the City of Brockville's requirements for residential development and to the satisfaction of the City Engineer.

3. THAT until such time as the services set forth in Schedule "B" are fully constructed and installed to the satisfaction of the City, the Owner covenants and agrees not to sell, convey, transfer or assign any of the lots within the Plan without first obtaining a written consent of the City to any such sale, conveyance, transfer or assignment.

4. (a) THAT the engineering design and supervision and inspection of construction of the municipal services (hereinafter referred to as the "work") will be carried out by a Professional Engineer to be employed by the Owner, subject to such Engineer being satisfactory to the City Engineer, provided that the City reserves the right to inspect the construction of the work with its own staff, in the event that the Engineer employed by the Owner fails to carry out such inspection to the requirements of the City.

The Owner agrees to pay the cost of such inspection by City staff, on demand, and such cost shall be calculated on the following basis:

- i) The wage rate plus labour burden paid by the City to employee on such inspection. The labour burden for the year 1976 is twenty-five (25) per cent.



- ii) The City rental rate for vehicles and equipment in effect at the time.
- iii) Miscellaneous and out of pocket expenses.
- iv) A surcharge of ten (10) per cent on all costs set out herein.

(b) THAT the engineering work shall be in accordance with current City of Brockville Engineering Requirements for residential Development and shall include but not necessarily be limited to:

- i) a topographic plan and copies of the calculations used in the design of the storm sewer and sanitary sewer capacities. Flow calculations for sanitary sewers shall be made in accordance with good engineering design and storm sewer flows shall be calculated using the City of Brockville Five Year Rainfall Intensity Curves, as prepared by Gore & Storrie Limited, Consulting Engineers, and dated March, 1970.
- ii) a grading and drainage plan as detailed in Schedule "B" to this Agreement.
- iii) final drawings of the work showing all of the services as constructed to be submitted upon completion of the work in ink on "Mylar" of equal and one copy shall be a blueprint of the original.
Private sewer connections shall be located by showing the distance from the junction of the connection pipe at the main to the nearest "down-stream" manhole, together with the distance of the connection pipe at the street line from an adjacent lot line.
- iv) the inspection of the sanitary and storm sewer mains by closed circuit television, with such inspection to be carried out prior to the acceptance of the underground work by the City or the paving of any street, whichever may be sooner, at the cost of the Owner. The costs incurred by the City during this inspection shall be borne by the Owner in accordance with Paragraph 4 (a).



4. (c) THAT the construction and installation of the required municipal services will be carried out by one or more persons, firms, or corporations acceptable to the City of Brockville, who shall enter into a construction contract or agreement with the Owner in a form satisfactory to the City, and without limiting the generality of the foregoing, such contract shall include the provision of public liability and property damage insurance to indemnify the City and the Brockville Public Utilities Commission and their employees from any damages or claims for damages, in an amount not less than One Million Dollars (\$1,000,000.00).

4. (d) THAT upon the satisfactory completion of the contract, the City Engineer may accept the work done thereunder provided that the Owner shall guarantee to maintain such work for a period of one year from the date of acceptance and the Owner shall require that a Bond be provided by the person, firm or corporation carrying out the work guaranteeing the maintenance of the construction for a period of one year.

5. THAT the construction of the curb and gutter, sidewalks and pavement shall be carried out following the construction and testing of the underground services and the grading of the road allowance and the installation of the granular base courses, and shall be completed by October 1st, 1977, provided that the Engineer may require the deferralment of the curb and gutter, sidewalks and pavement where in his opinion such work should be deferred.

6. THAT the Owner will, at the expense of the Owner, grant to the City, the Brockville Public Utilities Commission, the Bell Telephone Company of Canada, or to any other person, firm or corporation as may be designated by the City, such easements as are required to adequately service the area, and to extend services into lands adjacent to the Plan.

7. THAT the Owner shall pay to the City an amount equal to 5% of the land value in lieu of public park land conveyance as required by By-Law No. 53-75, in the amount of Nine Thousand Dollars (\$9,000.00).



8. THAT the Owner agrees that the City will not assume the proposed road allowance until the requirements of this Agreement respecting such street has been completed, provided that where dwellings have been constructed and occupied, the City will carry out the normal maintenance on completed underground services, and winter control for which the Owner shall pay to the City the sum of \$350.00 per annum, provided that all streets are kept in a graded and level condition and accessible to undertake the above referred to services. The provision of such services shall not constitute the assumption of the street by the City.

The payment of the sum or sums set out in this paragraph shall not apply to the maintenance of gravel roads, dust control or any other service not specified herein.

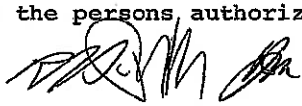
9. THAT prior to the acceptance of the proposed road allowance by the City, confirming that the surveyor has found in their original position all Survey Bars together with all bars required to locate the limits of all easements, City owned Lots and such other bars as may be required by the City Engineer. The tops of all such bars shall be within six (6) inches of the finished grade and the Certificate shall indicate the date of field verification, which shall not be earlier than commencement of the maintenance period for above-ground work.

10. THAT the Owner agrees to execute a Site Plan Agreement with the City respecting the development of the Owner's lands.

11. THAT the Owner agrees to pay all arrears of taxes outstanding against the property within the limits of the Plan before the signing of the Agreement.

12. THAT this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. THAT the Owner agrees that the acceptance of any monies or other requirements of this Agreement, or any other action by any employee of the City shall not in any way constitute acceptance of this Agreement by the City of Brockville, until a by-law to authorize this Agreement has been passed by the Council of the Corporation of the City of Brockville, and this Agreement signed by the persons authorized to do so by such By-Law.




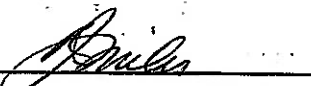
14. THAT the Owner agrees to pay all costs involved in the registration of this Agreement.

15. NOTWITHSTANDING the terms of any previous agreement, the Municipality shall not be required to make any expenditure referred to herein unless or until the approval of the Ontario Municipal Board has been obtained, if any such approval is required.


IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals and the hands of their proper Officers.


THE CORPORATION OF THE
CITY OF BROCKVILLE


MAYOR



CLERK


FRANCIS ENGINEERING
LIMITED


VICE PRESIDENT


SECRETARY/TREASURER

354248 ONTARIO LIMITED


VICE PRESIDENT


SECRETARY/TREASURER

Schedule A2 of Agreement between

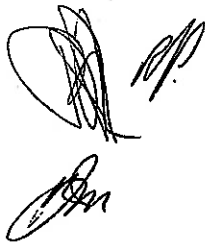
Francis Engineering Limited and
354248 Ontario Limited
and

The Corporation of the City of Brockville

dated First Day of May A. D., 1977

All and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Brockville and in the County of Leeds being composed of Lot 12, Concession 1 formerly in the Township of Elizabethtown, and part of Lot 6 according to a Plan registered in the Registry Office for the Registry Division of Leeds as # 238, and more particularly described as Parts 5 & 6 according to Reference Plan #28R-1731 and Parts 1 & 2 according to Reference Plan #28R-1734, both Reference Plans being registered in the Registry Office for the Registry Division of Leeds (#28).

for Harry J. Castle
W. J. Johnston,
Ontario Land Surveyor

Handwritten signatures and initials, including a large signature and the initials 'JW'.

Schedule A4 of Agreement between

Francis Engineering Limited and
354248 Ontario Limited
and

The Corporation of the City of Brockville

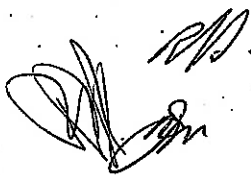
dated First Day of May A. D., 1977

All and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Brockville and in the County of Leeds being composed of Lot 12, Concession 1 formerly in the Township of Elizabethtown, and part of Lot 6 according to a Plan registered in the Registry Office for the Registry Division of Leeds as # 238, and more particularly described as Parts 5 & 6 according to Reference Plan #28R-1781 and Parts 1 & 2 according to Reference Plan #28R-1734, both Reference Plans being registered in the Registry Office for the Registry Division of Leeds (#28).

For



W. J. Johnston,
Ontario Land Surveyor



SCHEDULE "B"

OF

AGREEMENT BETWEEN FRANCIS ENGINEERING LIMITED AND 354248 ONTARIO LIMITED AND THE CORPORATION OF THE CITY OF BROCKVILLE, DATED THE DAY OF , A.D., 1977

MUNICIPAL SERVICES TO BE INSTALLED AND CONSTRUCTED

1. Storm Sewers

A storm sewer on the proposed road allowance including 24 inch square catchbasins and 48 inch square catchbasin manholes.

2. Sanitary Sewers

An eight (8) inch sanitary sewer shall be constructed on Parts 5 and 6 of Plan 28R1781 and to existing manholes on Ferguson Drive and Brookview Crescent.

3. Watermains

An eight (8) inch watermain shall be constructed on Parts 5 and six of Plan 28R1781 together with such other watermains as may be required to connect with existing supply facilities. All work to conform with the regulations of the Brockville Public Utilities Commission.

4. Sidewalks

Concrete sidewalks five (5) feet in width shall be constructed -
a) on the west side of the proposed road allowance within the limits of the Plan.

5. Pavement

The road allowance shall be graded for the full width thereof and roadways constructed to the required standards including granular base courses, concrete curbs and gutters and asphalt pavements on all of the streets in the Plan.

Asphalt pavement widths shall be -

a) Proposed Road Allowance shall be 66 (sixty six) feet with 28 (twenty eight) feet pavement.

Pavement design shall be according to current City of Brockville Standard Road Drawings unless in the opinion of the City Engineer conditions warrant an improved road design.

Pavement and road work shall be done on Parts 5 and 6 of Plan 28R1781 and on Ferguson Drive and Brookview Crescent to the

requirements of the City Engineer.

6. Street Lights

Street lights shall be installed to current City of Brockville Standards.

7. Electrical Distribution System

The electrical distribution system or such portions thereof as may be specified, shall be installed underground to meet all requirements of the Brockville Public Utilities Commission.

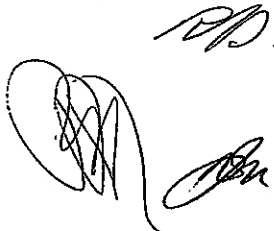
Written confirmation from the Commission that an Agreement has been reached to comply with their requirements shall be a condition of the authorizing of the signing of the Agreement by the City.

8. Dirt and Debris During Construction

The Owner shall keep the streets abutting the Plan free of dirt and debris resulting from or in any way attributable to the construction of any buildings thereon, to the satisfaction of the City. If, upon notice, the Owner fails to remove any dirt or debris within any road allowance adjacent to the Plan, then the City may remove any dirt or other debris and the cost of the same shall be recoverable by the City in the like manner of Municipal taxes and shall constitute a first lien and charge against the said lands.

9. Miscellaneous

- a) The boulevard or area between the curb and the property line (exclusive of sidewalks) on all streets, shall be sodded.
- b) Regulatory and street name signs shall be provided and installed.
- c) A six (6) foot Frost Chair Link Fence is to be constructed on the west and south sides of the Proposed Road Allowance.



901111

901111

No. 901111
Registry Division of Leads (No. 28)
I CERTIFY that this instrument is registered, as of
10:05 AM JUN 28 1977 in the
Registry Office
at Brockville,
Ontario.

W. J. ...
REGISTRAR

Abstr.	✓	✓
Alph. Index	✓	✓
Microfilmed	✓	T.C.
Reg. Fee	2	13.00
Land Tax		

This Document is the Property of the Registry Office
Registry Division of Leads (No. 28)

By ...
18/1/77
1977
1977
1977

By ...
18/1/77
1977
1977
City of Brockville

[Faint, mostly illegible text from the document body]

LR 90111

FILE NO 7058

1 M

REFERENCE PLAN OF SURVEY OF

PART LOT 12, CONCESSION 1,
FORMERLY IN THE TOWNSHIP OF ELIZABETHTOWN
PART LOT 6, REGD PLAN NO 238, ALL IN THE CITY OF BROCKVILLE
COUNTY OF LEEDS
SCALE 1" = 100'
1976

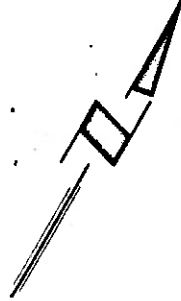
This is Schedule "A-3" of Agreement
between Francis Engineering Limited and
354248 Ontario Limited
and the City of Brockville dated the 24th
day of May
1977

RECEIVED AND DEPOSITED AS

PLAN 28R-1781

30 July 1976

W. J. Johnston
Supt. LAND REGISTRAR FOR THE
REGISTRY DIVISION OF
LEEDS (No 28)



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 15TH DAY OF JULY 1976

July 20, 1976
W. J. Johnston
W. J. JOHNSTON, O.L.S.
DATED ONTARIO LAND SURVEYOR

STANDARD IRON BARS 1" x 4" SHOWN \odot SIB.
IRON BARS 3/4" x 2" - SHOWN \oplus IB.
SUBDIVISION BARS 1/2" x 2" + SHOWN \oplus SB.
FENCES SHOWN THIS - X

BEARING REFERENCE:
BEARINGS ARE ASSUMED ASTROGNOMIC
AND ARE REFERRED TO THE NORTHERLY
LIMIT OF CENTRAL AVENUE, REGD
PLAN NO 238, THE BEARING BEING
N59°23'E

PLAN DISTANCES (FEET) SHOWN ()
ROUND STANDARD IRON BARS SHOWN \oplus SIB.
ROUND IRON BARS SHOWN \oplus IB.
IRON PIPE SHOWN \oplus IP.
CONCRETE MONUMENT SHOWN \oplus CM

CAUTION THIS PLAN IS NOT A PLAN OF
SUBDIVISION WITHIN THE MEANING OF
SECTION 29, 32 OR 33 OF THE PLANNING
ACT R.S.O. 1970.

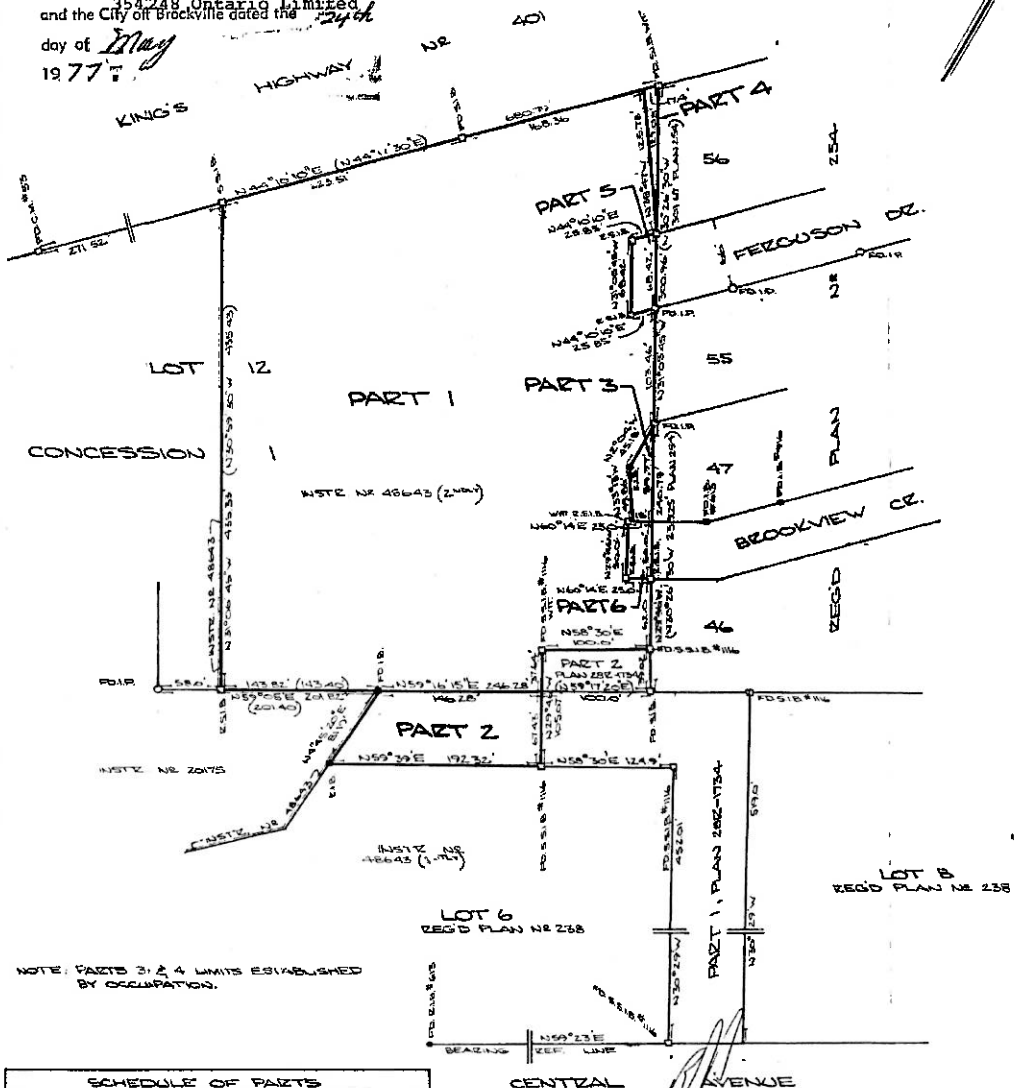
NOTE: ALL HANGING LINES HAVE BEEN
VERIFIED.

FROM THE OFFICES OF
HAZEN MELDRUM LIMITED
ONTARIO LAND SURVEYORS
CORNWALL - WINCHESTER

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER PART II
OF THE REGISTRY ACT.

July 20th 1976

W. J. Johnston
W. J. JOHNSTON, O.L.S.
ONTARIO LAND SURVEYOR



NOTE: PARTS 3 & 4 LIMITS ESTABLISHED
BY OCCUPATION.

SCHEDULE OF PARTS					
PART	LOT	CON.	PLAN	INSTR. NO.	AREA
1	12	1	238	ARL 2 (1974)	11.10
2	12	1	238	ARL 2 (1974)	1.00
3	12	1	238	ARL 2 (1974)	1.5
4	12	1	238	ARL 2 (1974)	1.0
5	12	1	238	ARL 2 (1974)	1.0
6	12	1	238	ARL 2 (1974)	1.0

LR 90 111

FILE NO 7058

REFERENCE PLAN OF SURVEY OF

PART LOT 12

CONCESSION 1

FORMERLY IN THE TOWNSHIP OF ELIZABETHTOWN

PART LOT 6, REGISTERED PLAN NO 238

ALL IN THE CITY OF BROCKVILLE

COUNTY OF LEEDS

PROVINCE OF ONTARIO

SCALE: 1" = 100'

1976

This is Schedule "A-1" of Agreement between Francis Engineering Limited and 354248 Ontario Limited and the City of Brockville dated the 24th day of May 1977.

RECEIVED AND DEPOSITED AS

PLAN 28R-1734

21 June 1976

W. J. Johnston
LAND REGISTRAR FOR THE
REGISTRY DIVISION OF
LEEDS (NO 28)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 17th DAY OF JUNE, 1976.

JUNE 18, 1976 *W. J. Johnston*
W. J. JOHNSTON, O.L.S.
ONTARIO LAND SURVEYOR

4" x 4" REFS, 1" x 2" SHOWN
STANDARD IRON BARS 1" x 4" SHOWN
IRON BARS 1/2" x 2" SHOWN
SUBDIVISION BARS 1/2" x 2" SHOWN
FENCES SHOWN THIS

BEARING REFERENCE:
BEARINGS ARE ASSUMED ASTRONOMIC AND REFERRED TO THE NORTHERLY LIMIT OF CENTRAL AVENUE, PER REGISTERED PLAN NO 238, THE BEARING BEING N59° 23' E.

MEASUREMENTS SHOWN IN BRACKETS ARE PER REVD PLAN NO 238, UNLESS OTHERWISE SHOWN.

CAUTION THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF SECTION 29, 32 or 33 OF THE PLANNING ACT R.S.O. 1970.

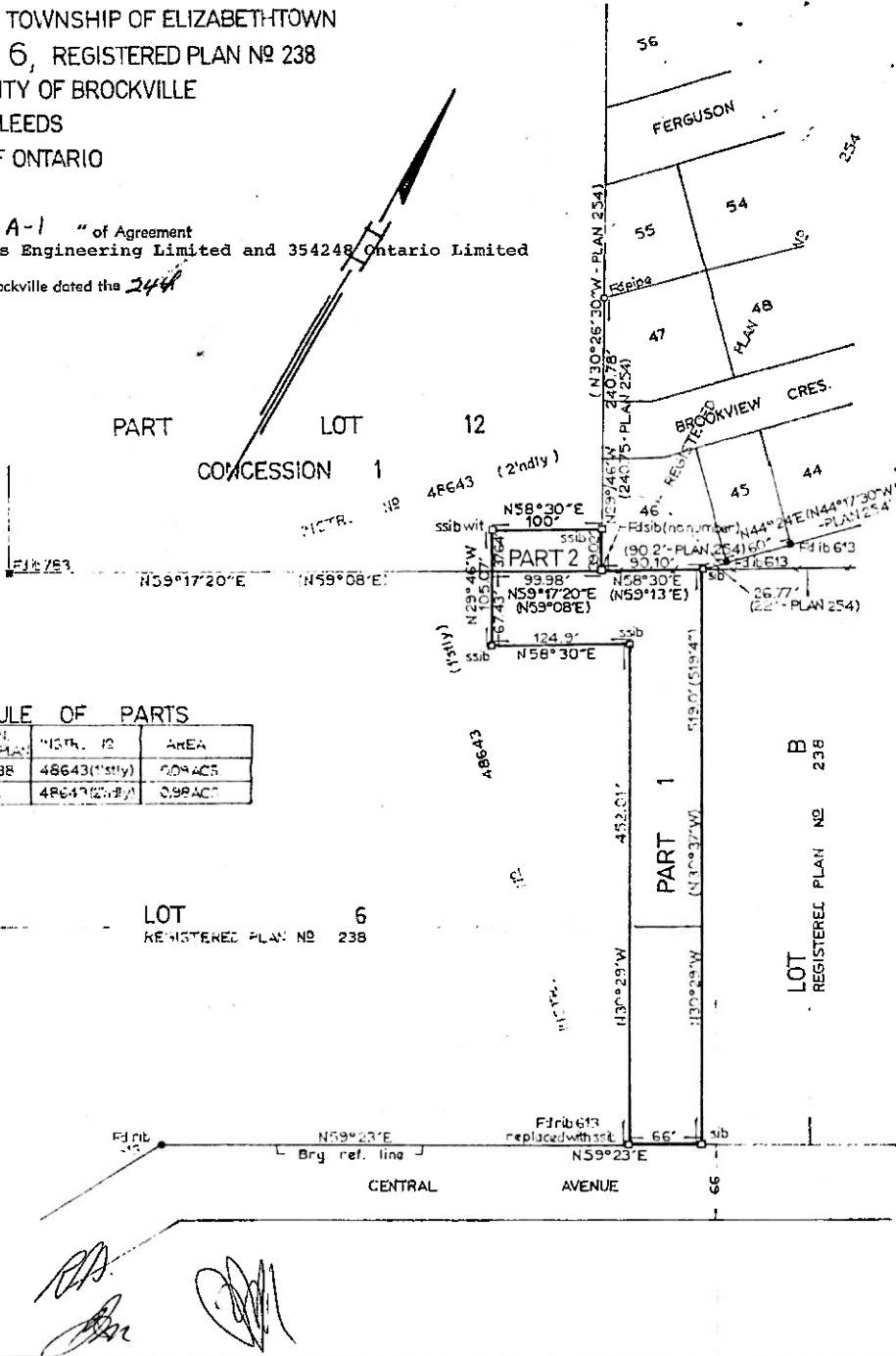
NOTE: ALL HANGING LINES HAVE BEEN VERIFIED

FROM THE OFFICES OF
HAZEN MELDRUM LIMITED
ONTARIO LAND SURVEYORS
CORNWALL - WINCHESTER

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT.

JUNE 18th 1976

W. J. Johnston
W. J. JOHNSTON, O.L.S.
ONTARIO LAND SURVEYOR



SCHEDULE OF PARTS

PART	LOT	NO. OF PARTS	AREA	AREA
1	6	238	486.43 (1 st ly)	0.96 ACES
2	12	1	486.43 (2 nd ly)	0.96 ACES

LOT 6 REGISTERED PLAN NO 238

LOT REGISTERED PLAN NO 238

W. J. Johnston
W. J. Johnston

82794

1:35
/0.00

BY-LAW NUMBER 118-76

BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT
WITH FRANCIS ENGINEERING LIMITED

WHEREAS the Corporation of the City of Brockville has deemed it expedient to enter into a Site Plan Agreement with FRANCIS ENGINEERING LIMITED respecting the development of Part of Lot 12, Concession I, City of Brockville, in the County of Leeds;

NOW THEREFORE THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk be and they are hereby authorized to execute an Agreement with FRANCIS ENGINEERING LIMITED, a copy of which Agreement is attached to this By-Law;

GIVEN UNDER THE SEAL OF THE CORPORATION AND
PASSED THIS *fourth* DAY OF *August*
A.D., 1976.


MAYOR


CLERK

CITY OF BROCKVILLE

SITE PLAN AGREEMENT

AS AUTHORIZED BY BY-LAW NUMBER 118-76

OF THE CORPORATION OF THE CITY OF BROCKVILLE

THIS AGREEMENT made the fourth day of August,
A.D., 1976, BETWEEN:

FRANCIS ENGINEERING LIMITED,
a Company duly incorporated under the
laws of the Province of Ontario,
having its Head Office at 309 Park
Street, in the City of Brockville,
in the Province of Ontario,
hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BROCKVILLE,
hereinafter called the "City"

OF THE SECOND PART

WHEREAS City of Brockville By-Law Number 52-75 authorizes
the City to enter into one or more agreements to control the devel-
opment or redevelopment of all lands in the City; and

WHEREAS the Owner has represented to the City that the
land described as Part of Lot 12, Concession I, City of Brockville,
in the County of Leeds, is owned by the Owner; and

WHEREAS the described land is zoned as a Residential RM-
Fourth Density Zone under City of Brockville Restricted Area
By-Law 43-64; and

WHEREAS the Owner wishes to construct and maintain on the
described land four (4) buildings, according to the requirements
of By-Law 43-64.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner, (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the City as follows:

1. THAT this Agreement shall apply to and be binding upon the land described in Schedule "A" to this Agreement, such land being hereinafter referred to as the Owner's land.

2. (a) THAT the location of the buildings and structures to be erected on the land, and the location of other facilities; and

(b) THAT the external appearance of the buildings;

shall conform to the Plans attached hereto as Exhibit Number 1, Exhibit Number 2, Exhibit Number 3, Exhibit Number 4, and Exhibit Number 5 of Schedule "B" to this Agreement; provided always that minor changes to such Plans may be made by the Owner with the consent of the City Engineer for the City.

3. THAT the Owner shall satisfy the conditions, facilities, and matters on the Owner's land as specified in Schedule "C" to this Agreement to the satisfaction of the City Engineer for the City.

4. THAT the conditions, facilities, and matters as shown on Schedule "B" and as described in Schedule "C", shall be provided and maintained by the Owner at his sole risk and expense and to the satisfaction of the City, and that in default thereof the provision of Section 469 of The Municipal Act, Chapter 284, R.S.O. 1970, shall apply.

5. THAT if construction has not commenced within six (6) months of the date of approval of this Agreement, then this Agreement will become null and void, and a new application must be submitted and approved by the City prior to any construction being undertaken.

6. THAT the covenants, agreements, and conditions herein contained on the part of the Owner shall run with the land and shall be binding upon the parties hereto, and their successors and assigns.

7. THAT the satisfying of any requirements of this Agreement by the Owner or any employee of the City of Brockville shall not in any way constitute acceptance of this Agreement by the City of Brockville, until a By-Law to authorize this Agreement has been passed by the Council of the City, and this Agreement signed by the persons authorized to do so by such By-Law.

8. THAT the Owner hereby agrees to pay all costs involved in the registration of this Agreement.

9. THAT the Owner hereby agrees to execute a Subdivision Agreement with the City for the provision of roads, services, and other matters respecting the development of the Owner's land.

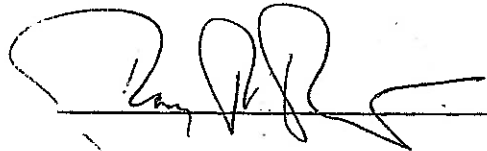
IN WITNESS WHEREOF the Parties hereto have executed this Agreement

THE CORPORATION OF THE
CITY OF BROCKVILLE

FRANCIS ENGINEERING LIMITED



MAYOR



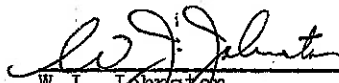


CLERK

Schedule 'A' of Agreement between
Francis Engineering Limited
and

The Corporation of the City of Brockville
dated Fourth day of August A.D., 1976

All and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Brockville and in the County of Leeds being composed of Lot 12, Concession 1 formerly in the Township of Elizabethtown, and part of Lot 6 according to a Plan registered in the Registry Office for the Registry Division of Leeds as #238, and more particularly described as Parts 1, 2, 3, 4, 5 & 6 according to Reference Plan #28R-1781 and Parts 1 & 2 according to Reference Plan #28R-1734, both Reference Plans being registered in the Registry Office for the Registry Division of Leeds (#28).


W.J. Johnston,
Ontario Land Surveyor

SCHEDULE "C"

OF

AGREEMENT BETWEEN

FRANCIS ENGINEERING LIMITED

AND

THE CORPORATION OF THE CITY OF BROCKVILLE

DATED THE *fourth* DAY OF *August*, A.D., 19*76*.

(i) STREET WIDENING:

Not Applicable.

(ii) ACCESS FACILITIES:

a) As per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

b) A six foot (6') high chain link fence is to be erected along the easterly limit of the Owner's property and along the westerly-most limit of Parcel "A" and the southerly limit of the south parking lot, as per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

c) The westerly-most limit of Ferguson Drive is to be provided with a locked gate nine (9) feet in width to be used for emergency access only.

d) Access to the Owner's land for construction purposes is to be from Parcel "A" only with no access taking place from either Ferguson Drive or Brookview Crescent without the written approval of the City Engineer for the City.

(iii) OFF-STREET PARKING & LOADING:

a) As per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

b) All off-street parking lots and access driveways on the Owner's land are to be paved by October 31, 1977.

(iv) WALKWAYS:

a) As per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

b) All walkways on the Owner's land are to be concrete and a minimum of five feet (5') in width.

(v) SNOW REMOVAL:

Responsibility of the Owner.

(vi) GRADING AND DISPOSAL OF STORM AND SANITARY WASTE:

a) As per Cross-Sectional Plan forming Exhibit No.2 of Schedule "B" to this Agreement, and Servicing Plan forming Exhibit No.3 of Schedule "B" to this Agreement.

b) The Owner shall pay to the City a sewer surcharge of \$125.00 per dwelling unit for each dwelling unit in excess of two (2) dwelling units for each building on the Owner's land, totalling Eighteen Thousand, Five Hundred Dollars (\$18,500.00).

(vii) EASEMENTS:

Not Applicable.

(viii) FLOODLIGHTING:

As per Servicing Plan forming Exhibit No.3 of Schedule "B" to this Agreement, with the Owner's land illuminated to the reasonable satisfaction of the City Engineer for the City.

(ix) LANDSCAPING:

a) As per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

b) The south limit of Lot 46, Registered Plan No.254 is to be provided with a physical barrier and visual screen acceptable to the City Engineer for the City.

c) The Owner is to preserve as many mature trees on the Owner's land as is considered feasible in the opinion of the City Engineer for the City.

(x) REFUSE STORAGE AND COLLECTION:

a) Refuse storage areas are to be provided in each building.

b) Refuse removal in excess of that specified in By-Law 83-73 as amended is the responsibility of the Owner.

(xi) LOCATION OF BUILDING STRUCTURES AND FACILITIES:

As per Site Plan forming Exhibit No.1 of Schedule "B" to this Agreement.

(xii) PERSPECTIVE DRAWINGS AND ELEVATIONS:

As per Building Elevation plan forming Exhibit No.4 of Schedule "B" to this Agreement.

As per Building Perspective plan forming Exhibit No.5 of Schedule "B" to this Agreement.

82794

DATED: August 4th, A.D. 1976

82794

No. 82794
Registry Division of Leeds (No. 28)
I CERTIFY that this instrument is registered as of
1:35 P.M.

SEP 03 1976

Registry Office
at Brockville,
Ontario.

W. J. Hayward
REGISTRAR

BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN AGREEMENT WITH FRANCIS
ENGINEERING LIMITED

Abstr.	FNC
Alph. Index	
Microfilmed	<i>JK</i>
Reg. Fee	11.00
Land Tax	

This Document is the Property
of the Registry Office
Registry Division of Leeds (No. 28)

BY-LAW NUMBER 118-76

*By Law
118-76
4/1/76
S. J. S.
Brock.*

STEWART, CORRETT, MISCLOW & BARR
Barristers and Solicitors
21 Court House Avenue
Brockville, Ontario.

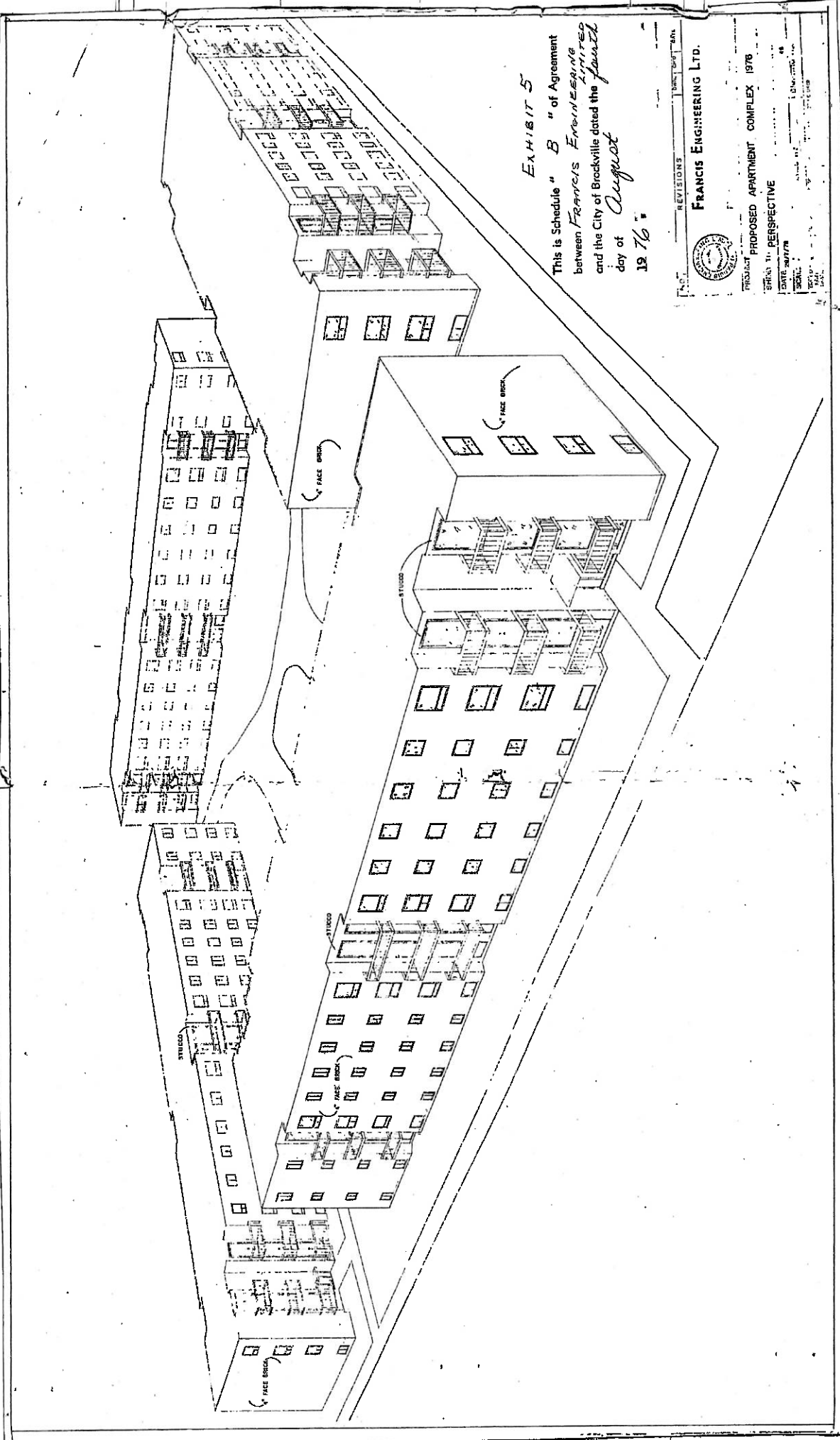
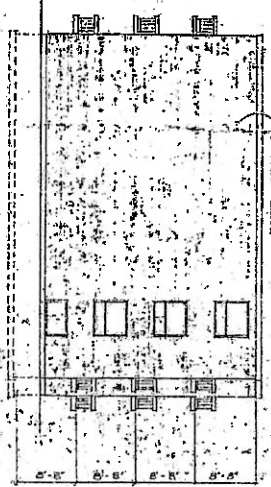
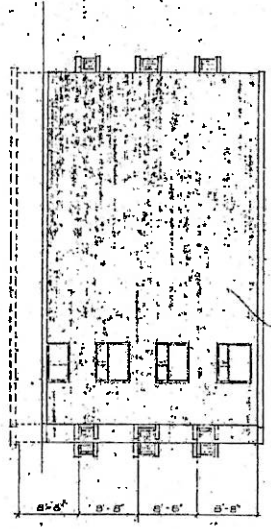
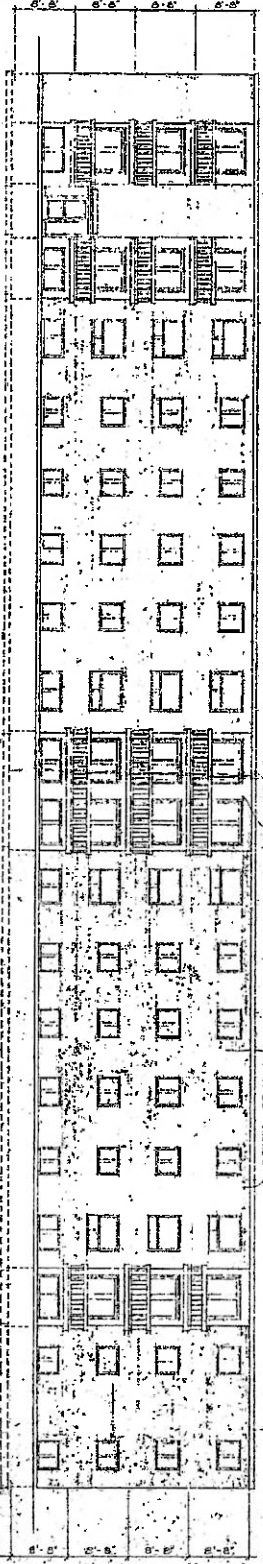
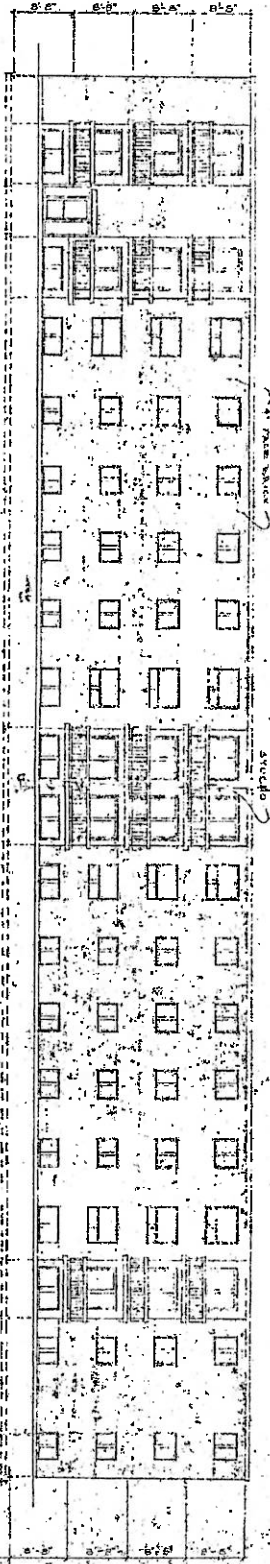


EXHIBIT 5

This is Schedule "B" of Agreement
 between **Francis Engineering Limited**
 and the City of Brockville dated the **fourth**
 day of **August**
 19 **76**

NO.	REVISIONS	DATE	BY
FRANCIS ENGINEERING LTD.			
PROJECT: PROPOSED APARTMENT COMPLEX 1976			
SHEET NO.: PERSPECTIVE			
DATE: 1976			
SCALE: 1/4" = 1'-0"			
DRAWN BY: 			
CHECKED BY: 			



REVISIONS

NO.	DATE	BY	REASON

FRANCIS ENGINEERING LTD.
 ENGINEERS, TRICHTON, PLEASANTON

PROPOSED APARTMENT COMPLEX 1976

SEET TITLE ELEVATIONS

DATE DRAWN	DATE CHECKED	PROJECT NO.	DRAWING NO.

NOT TO SCALE UNLESS SPECIFICALLY NOTED OTHERWISE. THIS DRAWING IS THE PROPERTY OF FRANCIS ENGINEERING LTD. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

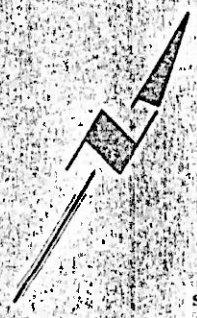
EXHIBIT 4

This is Schedule " B " of Agreement
 between Francis Engineering Limited
 and the City of Brockville dated the *fourth*
 day of *August* 19 *76*.

LR 8-798 FILE NO. 7055

REFERENCE PLAN OF SURVEY OF
 PART LOT 12, CONCESSION 1,
 FORMERLY IN THE TOWNSHIP OF ELIZABHTOWN
 PART LOT 6, REGD PLAN NO. 238, ALL IN THE CITY OF BRCKVILLE
 COUNTY OF LEEDS
 SCALE 1" = 100'
 1976

RECEIVED AND DEPOSITED AS
 PLAN 28R-1781
 30 July 1976
Paul C. Elgin
 Dep. LAND REGISTRAR FOR THE
 REGISTRY DIVISION OF
 LEEDS (NR 28)



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 15th DAY OF JULY 1976.

July 10, 1976 *W. J. Johnston*
 DATED W. J. JOHNSTON, O.L.S.
 ONTARIO LAND SURVEYOR

STANDARD IRON BARS 1" x 4" SHOWN ○ SD
 IRON BARS 1/2" x 2" SHOWN ○ ID
 SURVEYING BARS 1/2" x 8" SHOWN ○ SB
 FENCES SHOWN THUS —

BEARING REFERENCE:
 BEARINGS ARE ASSUMED MATHENOMICAL
 AND ARE REFERRED TO THE NORTHWARD
 LIMIT OF CENTRAL AVENUE, THE REGD
 PLAN NO. 238, THE BEARING BEING
 N59°13'E
 PLAN DISTANCES ARE SHOWN ()
 ROUND STANDARD IRON BARS SHOWN ○ SD
 ROUND IRON BARS SHOWN ○ ID
 IRON PIPES SHOWN ○ IP
 CONCRETE MONUMENTS SHOWN ○ CM

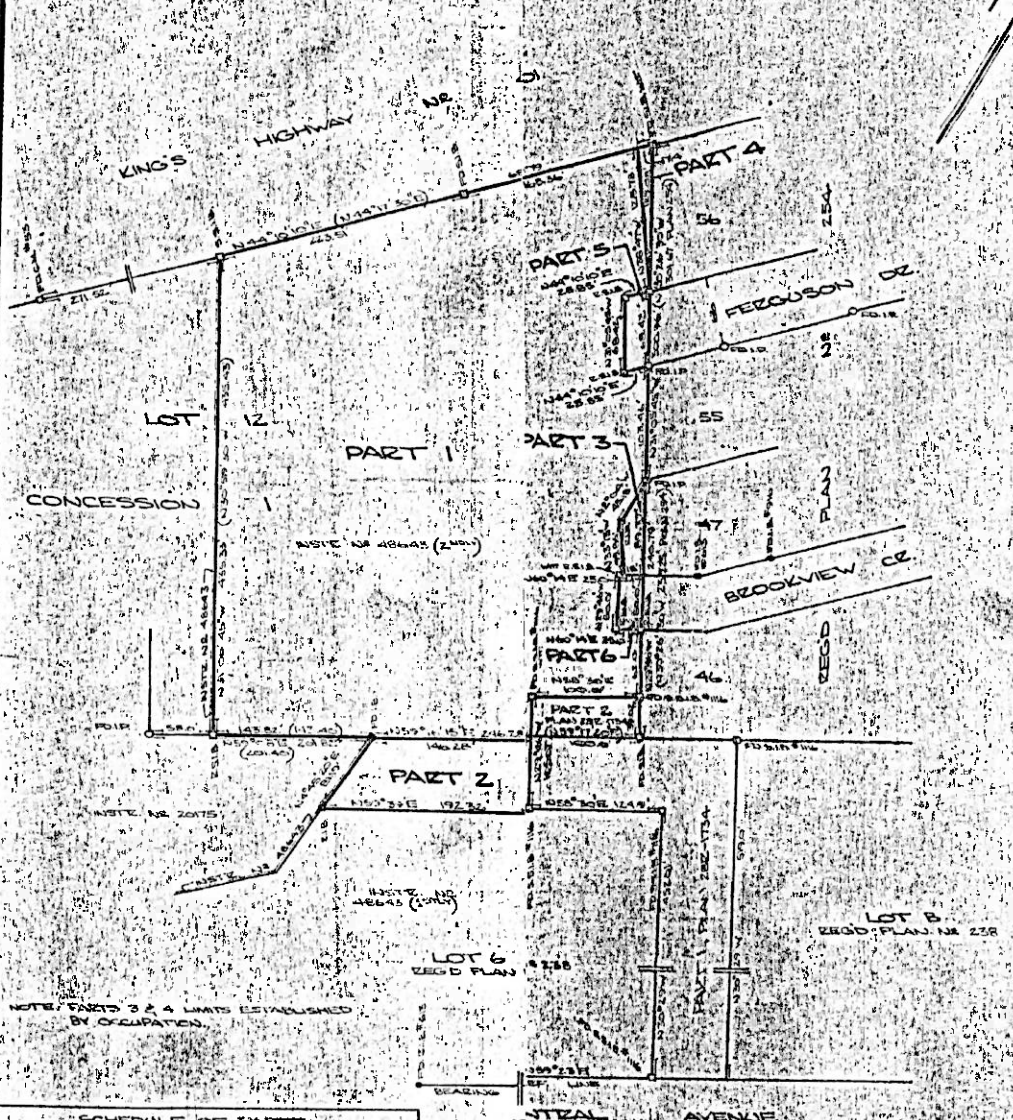
CAUTION THIS PLAN IS NOT A PLAN OF
 SUBDIVISION WITHIN THE MEANING OF
 SECTION 28, 32 OR 33 OF THE PLANNING
 ACT R.S.O. 1970.

NOTE: ALL HANGING LINES HAVE BEEN
 VERIFIED.

FROM THE OFFICES OF
 HAZEN MELDRUM LIMITED
 ONTARIO LAND SURVEYORS
 CORNWALL - WINCHESTER

I REQUIRE THIS PLAN TO BE
 DEPOSITED UNDER PART II
 OF THE REGISTRY ACT

July 28th 1976
W. J. Johnston
 W. J. JOHNSTON, O.L.S.
 ONTARIO LAND SURVEYOR



NOTE: PARTS 3 & 4 LIMITS ESTABLISHED
 BY OCCUPATION.

SCHEDULE OF PARTS				
PART	LOT	CON.	PLAN	AREA
1	12	1	238	0.11 ACRES
2	12	1	238	0.11 ACRES
3	12	1	238	0.11 ACRES
4	12	1	238	0.11 ACRES
5	12	1	238	0.11 ACRES
6	12	1	238	0.11 ACRES

104439

104439

DATED: November 28th 1978

No. 104439

Registry Division of Leeds (No. 28)
I CERTIFY that this instrument is registered as of

11:28 AM DEC 08 1978 in the

Land Registry Office
at Brockville,
Ontario, *R. A. Blyth*
LAND REGISTRAR

Absit.	<i>RE</i>
Alph. Index	
Microfilm	
Reg. Fee	42.00
Land Tax	

This Document is the Property
of the Registry Division
of the Registrar of Land (R. 28)

17 of 18

BY-LAW NUMBER 260-78

STEWART, CORBETT, MUSCLOW & BARR
Barristers and Solicitors,
21 Court House Avenue,
Brockville, Ontario.

104439

10.00

38.00

BY-LAW NUMBER 260-78

A BY-LAW TO AUTHORIZE THE ACCEPTANCE OF AN ASSIGNMENT FROM ONTARIO HYDRO OF REGISTERED EASEMENTS AND RIGHTS AND UNREGISTERED EASEMENTS AND OTHER RIGHTS.

WHEREAS The Corporation of the City of Brockville has deemed it expedient to accept an Assignment from Ontario Hydro of registered easements and rights and unregistered easements and other rights;

70 DEC 8 AM 28

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

- 1. THAT the Corporation of the City of Brockville is hereby authorized to accept an Assignment from Ontario Hydro of registered easements and rights and unregistered easements and other rights, a copy of which Assignment is attached hereto and forms part of this by-law.

GIVEN UNDER THE SEAL OF THE CORPORATION OF THE CITY OF BROCKVILLE

AND PASSED THIS 28th DAY OF November 1978.

Mayor [Signature]

Clerk [Signature]

THIS INDENTURE made in triplicate this 2nd day of
October, 1978.

B E T W E E N:

ONTARIO HYDRO,

herein called Hydro

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY
OF BROCKVILLE,

herein called the Assignee

OF THE SECOND PART

WHEREAS by registered indentures as listed and more particularly described in Schedule "A" attached hereto and forming part of this indenture, certain rights and easements were granted to Hydro;

AND WHEREAS by unregistered grants certain easements and other rights as listed and more particularly described in Schedule "B" attached hereto and forming part of this indenture were granted to Hydro;

AND WHEREAS Hydro has agreed to assign all its interest in the registered indentures listed in Schedule "A" and in the unregistered indentures listed in Schedule "B" to the Assignee;

AND WHEREAS the name of The Hydro-Electric Power Commission of Ontario has been changed to Ontario Hydro by virtue of the Power Commission Amendment Act, 1973, proclaimed in force March 4, 1974.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises Hydro grants and assigns to the Assignee, its successors and assigns, all the right, title, estate and interest that Hydro has under and by virtue of the registered indentures listed in Schedule "A" hereto and the unregistered indentures listed in Schedule "B" hereto;

IN WITNESS WHEREOF Hydro has executed this indenture by affixing its corporate seal attested by the signature of its proper officer duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

ONTARIO HYDRO

ONTARIO HYDRO
Dec 6 1978
<i>J. S. [Signature]</i>
PROPERTY DIV.
Oct 12 1978
<i>[Signature]</i>
SOLICITOR

[Handwritten Signature]

 Secretary



SCHEDULE "A"

ASSIGNMENT OF REGISTERED EASEMENTS AND ANCHOR AGREEMENTS IN ELIZABETH TOWNSHIP TO BROCKVILLE P.U.C.

<u>NAME OF GRANTOR</u>	<u>LOT</u>	<u>CONCESSION</u>	<u>DATE</u>	<u>INST. NO.</u>	<u>POLES</u>	<u>ANCHORS</u>	<u>O/H</u>
Kirby, B.W.	12 & 13	I	Jan. 21/41	5283	5	2	
Banks, John	15	II	Nov. 6/41	6151	2		
Booth, E. Lenora	4 & 6, Plan #4 (Lots 13 & 14)	I	Sept. 25/37	4958	4		
Burns, Mrs. Catherine	6	I	Nov. 8/49	8058	6	4	
Ferguson, James Henry	6	I	Nov. 28/50	8060	3		
Garvin, C. Maud	17	I	Nov. 14/44	6081	1		
Kilborne, Elkanan	16 & 17	II	Sept. 27/37	4938	4	1	
Steady, Morton	6	I	Apr. 27/38	4935	1	2	
Tackaberry, Howard	13	I	Sept. 23/37	4940	3	1	
Turner, Henry	12	I	July 5/38	5097	1	1	
V.L.A. (Allan C. White)	6	I	Mar. 5/51	8161	2	1	

260-78

SCHEDULE "B"

ASSIGNMENT OF UNREGISTERED EASEMENTS AND ANCHOR AGREEMENTS IN ELIZABETH TOWNSHIP TO BROCKVILLE P.U.C.

<u>NAME OF GRANTOR</u>	<u>LOT</u>	<u>CONCESSION</u>	<u>DATE</u>	<u>POLES</u>	<u>ANCHORS</u>	<u>O/H</u>
Murray, Patrick John	8	I	Feb. 18/36		1	
Burns, Mrs. Catherine	6	I	Dec. 17/53		1	
Dorman, C.W.	17	I	July 16/58	1	1	
Glazier, Violet	15 & 16	II	July 16/58	1	2	
Kelley, A.E. & Hazel	17	I	May 31/51	7	3	
Macaulay, Edward & Martha	13	I	Sept. 24/37			O/H
Estate of Mrs. A.B. Worden	14,15,16.	I	Sept. 24/37	9		
Murray, John Burtin	Opp. Lot 17 (Smith Island)	I	Sept. 18/52	1	1	
Scott, Charles	12	I	Dec. 10/52	2	1	
Scott, Charles S.	12	I	May 25/49	3	1	
Stratton, Robt. Talmage	6	I	Dec. 12/50	2		
V.L.A. (Farquhar, John James)	Pt. 12	II	Aug. 25/55	1	1	
V.L.A. (Fournier, Clifford)	Pt. 6	I	Mar. 27/51	2	2	
V.L.A. (Wm. A. MacNaull)	12	II	Apr. 9/57	1		
V.L.A. (Secker, Ed. J.)	Pt. 12	I	Nov. 28/55	1		

260-78

SCHEDULE "B" (Cont'd)

ASSIGNMENT OF UNREGISTERED EASEMENTS AND ANCHOR AGREEMENTS IN ELIZABETHTOWN TOWNSHIP TO BROCKVILLE P.U.C.

<u>NAME OF GRANTOR</u>	<u>LOT</u>	<u>CONCESSION</u>	<u>DATE</u>	<u>POLES</u>	<u>ANCHORS</u>	<u>O/H</u>
V.L.A. (Q.B. Spicer)	12	II	Mar. 6/51	1	2	
Williams, Hugh Earl	7	I	Feb. 21/51		1	
Frieday, Norman C.	13	II	Sept. 8/50		1	
Mallory, Ira	12	I	Oct. 7/49	1	2	
Smith, Ormand	15	II	Feb. 3/54		2	
Onipko, Stephen	8	I	Jan. 10/36		1	

DATED October 2nd 1978

ONTARIO HYDRO

- and -

THE CORPORATION OF THE CITY OF
BROCKVILLE

A S S I G N M E N T

SCM/R

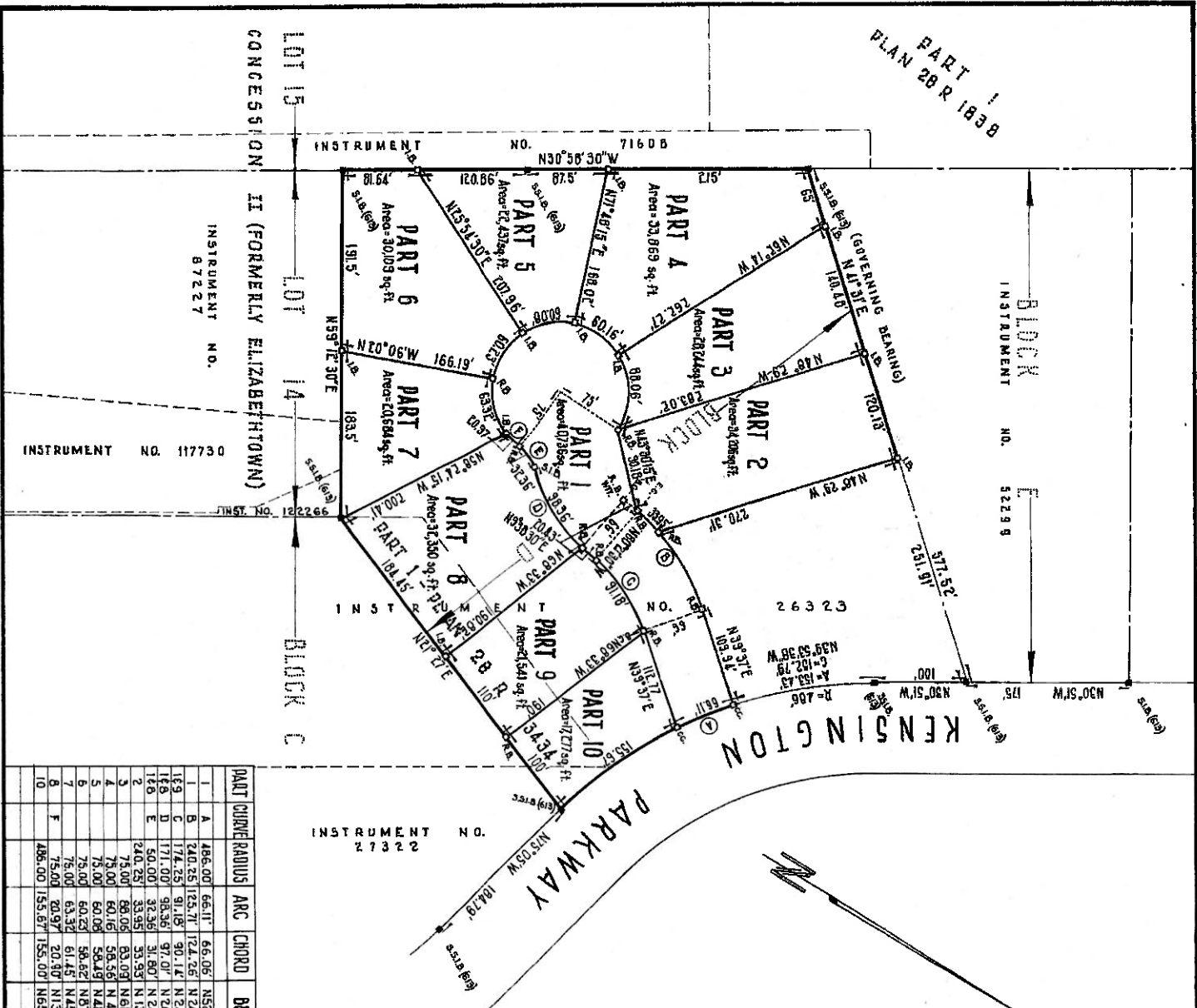
Ontario Hydro
Property Division
700 University Avenue
TORONTO, Ontario
M5G 1X6

PAD: 635.2-500
Brockville

: PL

APPENDIX 4

PART 1
PLAN 28 R 1838



BLOCK D, REGISTERED PLAN NO. 329
CITY OF BROCKVILLE
COUNTY OF LEEDS

SCALE: 1" = 100'
 1973.

NOTE: CERTIFICATE OF TITLE FOR PLAN 329 REGISTERED AS NO. 137111.

BEARINGS are Astronomic and refer to bearings REGISTERED PLAN NO. 329, City of Brockville.

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

NOTE: All hanging lines have been verified.

LEGEND

- denotes fence
- S.B. denotes iron bar 1 1/2" x 2"
- LB. denotes iron bar 5/8" x 2"
- SS.B. denotes iron bar 1 1/2" x 2"
- SLB. denotes iron bar 1 1/2" x 4"
- C.M. denotes concrete monument
- R.B. denotes rock bar
- OC. denotes cut cross
- MC. denotes found monument
- denotes platted monument

SURVEYOR'S CERTIFICATE

I hereby certify that:
 1. This survey and plan are correct and in accordance with THE SURVEY ACT and THE REGISTRY ACT and the regulations made thereunder.
 2. This survey was completed on the 9th day of November, 1973.

December 6, 1973
 M. H. KALDEWAY

M. H. KALDEWAY LTD.
 Ontario Land Surveyors
 61 King Street East, Brockville, Ontario.
 Order No. 73-839.

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT

JANUARY 10th 1984.

RECEIVED AND DEPOSITED AS PLAN 28 R 4 X00

12 January 1984.

M. H. KALDEWAY

LAND REGISTRAR FOR THE COUNTY OF LEEDS (No. 10.)

PLAN BLOCK DIAN INSTRUMENT NO. REGISTERED AS NO. 137111

10 D 329 26373 26373 & 27322

PART	CURVE	RADIUS	ARC	CHORD	BEARINGS
1	A	486.00'	66.11'	66.06'	N57°50'05"W
1	B	240.25'	123.11'	122.22'	N22°37'45"E
1	C	174.25'	91.10'	90.12'	N 92°37'45"E
1	D	171.00'	96.36'	97.00'	N 26°07'07"E
1	E	50.00'	32.36'	31.80'	N 26°07'07"E
2	A	240.25'	33.39'	33.33'	N 13°21'52"E
3	A	73.00'	89.09'	89.09'	N 61°24'16"E
4	A	73.00'	60.16'	59.36'	N 47°41'16"W
5	A	73.00'	60.16'	59.36'	N 47°05'40"W
6	A	75.00'	63.32'	61.45'	N 45°42'57"E
7	F	75.00'	20.97'	20.90'	N 13°31'21"E
10	F	486.00'	155.67'	155.00'	N 65°54'27"W

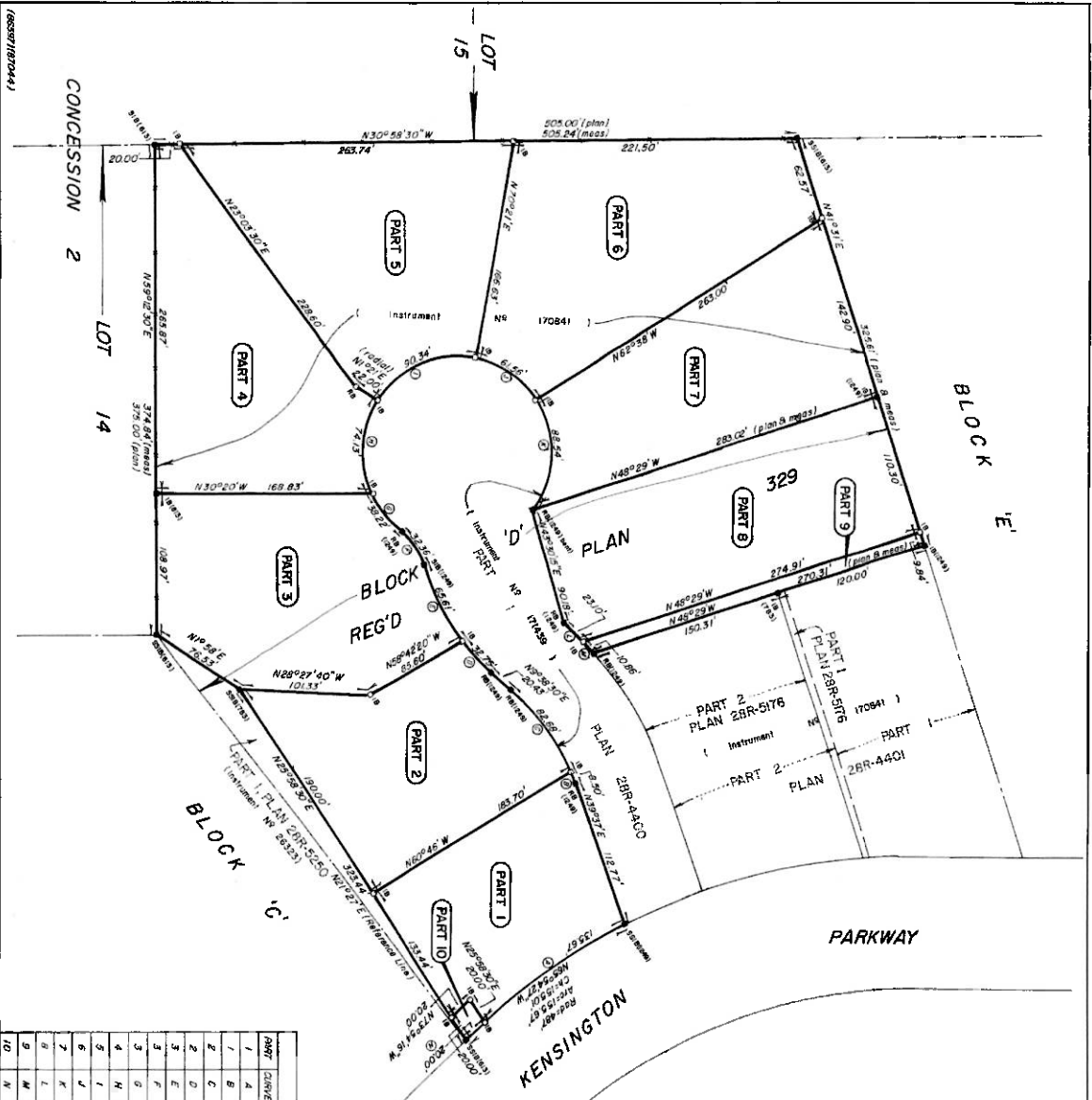
INSTRUMENT NO. 87227

INSTRUMENT NO. 117730

INSTRUMENT NO. 52298

INSTRUMENT NO. 71608

INSTRUMENT NO. 21322



SCHEDULE OF PARTS

PART	BLOCK/PLAN	AREA	INSTRUMENT NO
1	D	25.9	170840
2	D	26.610	170841
3	D	25.9	170841
4	D	29.660	170841
5	D	25.9	170841
6	D	24.284	170841
7	D	28.619	170841
8	D	21.203	170841
9	D	21.682	170841
10	D	20.00	170841

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

Jan 22, 1987

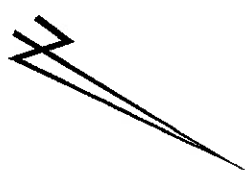
Feb 16th 1987

K. M. WISEMAN LIMITED
ONTARIO LAND SURVEYOR
REGISTRAR FOR THE COUNTY OF LEEDS

PLAN 28R-5322
RECEIVED AND DEPOSITED

CAUTION:
THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF "THE PLANNING ACT".

REFERENCE PLAN
SHOWING
PARTS OF BLOCK 'D', REG'D PLAN 329
CITY OF BROCKVILLE
COUNTY OF LEEDS
SCALE: 1" = 60'



NOTE: DIMENSIONS ARE ASTROGNOMIC AND ARE DERIVED FROM A BEARING OF N41°07'E.

NOTE: LINES ARE NOT RADIAL, UNLESS OTHERWISE NOTED.

- LEGEND
- 1/8 DENOTES IRON BAR
 - 1/16 DENOTES IRON BAR
 - S1/8 DENOTES STANDARD IRON BAR
 - S3/8 DENOTES SHORT STANDARD IRON BAR
 - DENOTES MONUMENT SET
 - DENOTES FENCE

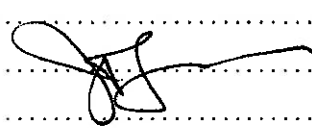
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGISTRY ACT AND THE SURVEY WAS COMPLETED DECEMBER 15, 1986.

Jan 22, 1987

K. M. WISEMAN LIMITED
ONTARIO LAND SURVEYOR
P.O. BOX 485,
BROCKVILLE, ONT.

PART	CURVE	RADIUS	ARC	CHORD	BEARING
1	A	466'	135.62'	135.23'	N68°43'43"W
2	B	174.85'	8.50'	8.50'	N88°18'33"E
3	C	174.85'	88.68'	81.81'	N23°13'20"E
4	D	171'	32.75'	32.70'	N1°07'41"E
5	E	171'	65.61'	65.27'	N1°07'41"E
6	F	50'	32.36'	31.60'	N24°03'08"E
7	G	75'	38.22'	37.81'	N20°07'07"E
8	H	75'	74.13'	71.15'	N43°02'02"E
9	I	75'	90.34'	84.98'	N54°08'30"W
10	J	75'	61.96'	59.85'	N49°53'07"E
11	K	61.96'	81.94'	81.49'	N61°13'15"E
12	L	240.25'	23.10'	23.09'	N12°22'50"E
13	M	240.25'	10.86'	10.86'	N16°28'50"E
14	N	466'	200.00'	200.00'	N72°54'16"W

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p>NUMBER 172286 CERTIFICATE OF REGISTRATION</p> <p>7 FEB 26 P1:12</p> <p>LEEDS No. 28 BROCKVILLE <i>J. O. Corbett</i> LAND REGISTRAR</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 19 pages	
	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>	
	(4) Nature of Document		
	Agreement		
	(5) Consideration		
	Dollars \$		
(6) Description			
Block "D" on Plan registered in the Registry Office for the Registry Division of Leeds as Plan No. 329, City of Brockville, County of Leeds.			
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
(8) This Document provides as follows:			
copy See copy of Agreement attached hereto.			
Continued on Schedule <input type="checkbox"/>			
(9) This Document relates to instrument number(s)			
(10) Party(ies) (Set out Status or Interest)			
Name(s)	Signature(s)	Date of Signature	
THE CORPORATION OF THE CITY OF BROCKVILLE		Y	M
by its Solicitor, JOHN T. CORBETT		1987	02
(11) Address for Service			
Victoria Building, King Street, Brockville, Ontario. K6V 3P5.			
(12) Party(ies) (Set out Status or Interest)			
Name(s)	Signature(s)	Date of Signature	
		Y	M
(13) Address for Service			
(14) Municipal Address of Property		(15) Document Prepared by:	
		STEWART, CORBETT & CO., Barristers and Solicitors, 21 Court House Avenue, BROCKVILLE, Ontario. K6V 4T3.	
		Fees and Tax	
		Registration Fee	\$16.00
		Total	\$16.00

AGREEMENT BETWEEN
DACON CORPORATION LIMITED

- and -

THE CORPORATION OF THE CITY OF BROCKVILLE
WITH RESPECT TO THE DEVELOPMENT OF
BLOCK "D", REGISTERED PLAN #329

AUTHORIZED BY BY-LAW 295-86 OF THE
CORPORATION OF THE CITY OF BROCKVILLE
ON December 9, 1986

CITY OF BROCKVILLE
DEVELOPMENT AGREEMENT
AS AUTHORIZED BY BY-LAW NO. 295-86
OF THE CORPORATION OF THE CITY OF BROCKVILLE

THIS AGREEMENT made the 9th day of December
A.D. 1986, BETWEEN:-

DACON CORPORATION LIMITED
a Company duly incorporated under the laws of the Province of
Ontario having its head office in the Township of Kingston, in
the County of Frontenac, in the Province of Ontario
hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE
hereinafter called the "City"

OF THE SECOND PART

WHEREAS at the time of the making of this Agreement the
Owner purports to own certain lands, described as Block "D",
Registered Plan #329 and shown on Schedule B to this
Agreement; and

WHEREAS the said lands are zoned R5-High Density
Residential Zone pursuant to City of Brockville By-law 47-82; and

WHEREAS the Owner has applied to the City to enter into
an Agreement respecting the servicing and development of such
lands; and

WHEREAS the Owner has agreed to enter into an Agreement with
the City and with the Brockville Public Utilities Commission if required
by the said Commission, respecting the servicing and development of the
Owner's lands:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration
of other valuable considerations and the sum of One Dollar (\$1.00) of
lawful money of Canada, now paid by the City to the Owner, (receipt
whereof is hereby acknowledged), the Owner hereby covenants, promises
and agrees with the City as follows:

1(a) THAT this Agreement shall apply to and be binding upon the land described in Schedule "A" to this Agreement. For the purpose of this Agreement, the land to which this Agreement applies may be hereafter referred to as the "Plan".

(b) THAT the Plan shall be developed in accordance with Schedule "B" ~~and Schedule "B1"~~ to this Agreement, prepared by K.M. Wiseman, O.L.S. and dated 22 Jan 1957.

2(a) THAT the municipal services described and detailed in Schedule "C" hereto attached, will be installed and constructed upon the street and lands to serve all of the lots and blocks within the limits of the Plan together with the installation of any necessary sanitary sewer, storm sewer, and watermain connections to the existing services as may be required, all at the expense of the Owner. All such municipal services referred to herein shall be constructed to the requirements of the City and to the satisfaction of the City Engineer.

(b) THAT the electrical distribution system or such portions thereof as may be specified, shall be installed underground to the standards of the Public Utilities Commission of the City of Brockville. The costs involved with the installations of the electrical distribution system and street lighting shall be borne by the Owner.

(c) BEFORE this Agreement is authorized by the City, the Owner shall enter into an Agreement with the Public Utilities Commission for the City of Brockville, respecting such electrical distribution system. The City shall be advised, in writing, by the Public Utilities Commission for the City of Brockville, that such an Agreement has been reached prior to the authorization of this Agreement.

3(a) THAT until such time as the services set forth in Schedule "C" are fully constructed and installed to the satisfaction of the City and paid for in full by the Owner, the Owner covenants and agrees not to sell, convey, transfer or assign any of the lots within the Plan without first obtaining a written consent of the City to any such sale, conveyance, transfer or assignment. A certificate as set forth in Schedule "E" to this Agreement, given under the Canada Evidence Act, shall be provided to the City where proof of full payment of the services set forth in Schedule "C" is required by the City.

3(b) The City may at its discretion, consent to any sale, conveyance, transfer or assignment of any lot or block within the limits of the Plan upon payment by the Owner to the City of such sum as is, in the opinion of the City, equal to the cost of any unfinished work contiguous to such lot. In lieu of a cash payment the City will accept Irrevocable Bank Guarantees in a form satisfactory to the City Solicitor. Such consent shall be in the form of Schedule "D" attached hereto and shall be signed by the Mayor and Clerk and Sealed with the Seal of the Corporation of the City.

~~3.(c) IN the event that any sale, conveyance, transfer or assignment is made without first securing the written consent of the City to such sale, conveyance, transfer or assignment, then the purchaser, grantee or assignee of the Owner shall be personally and immediately liable for the proportion of the cost of any of the unfinished services contiguous to the lot or lots sold, conveyed, transferred or assigned. Additionally, the purchaser, grantee or assignee of the Owner shall be personally and immediately liable for the proportion of any lien against the services contiguous to the lot or lots sold, conveyed, transferred or assigned.~~

4.(a) THAT the engineering design, supervision and inspection of construction of the municipal services (hereinafter referred to as the "Work") shall be carried out by a Professional Engineer registered in the Province of Ontario, to be employed and paid by the Owner, subject to such Engineer being satisfactory to the City Engineer, provided that the City, as it may deem advisable, reserves the right to inspect the construction of the Work with its own staff.

The Owner agrees to pay the cost of such inspection by City staff, on demand, and such cost shall be calculated on the following basis:

- i) The wage rate plus labour burden paid by the City to employee(s) on such inspection(s).
- ii) The City rental rate for vehicles and equipment in effect at the time.
- iii) Miscellaneous and out of pocket expenses.

4(b) THAT the Work shall be in accordance with current City of Brockville Engineering Requirements for Residential Development and shall include but not necessarily be limited to:

- 6
- i) a topographic plan and copies of the calculations used in the design of the storm sewer and sanitary sewer capacities. Flow calculations for sanitary sewers shall be made in accordance with good engineering design and storm sewer flows shall be calculated using the City of Brockville Five (5) Year Rainfall Intensity Curves, as prepared by Gore and Storrie Limited, Consulting Engineers, and dated March, 1970.
 - ii) a grading and drainage plan as detailed in Schedule "C" to this Agreement.
 - iii) final drawings of the work showing all of the services as constructed to be submitted upon completion of the Work or as may be required from time to time by the City Engineer. One copy shall be a tracing made in ink on "Mylar" or equal and one copy shall be a blueprint of the original. Private sewer connections shall be located by showing the distance from the junction of the connection pipe at the main to the nearest "down-stream" manhole, together with the distance of the connection pipe at the street line from an adjacent lot line.
 - iv) the inspection of the sanitary and storm sewer mains by closed circuit television, with such inspection to be carried out prior to the acceptance of the underground Work by the City or the paving of any street, whichever may be sooner, at the cost of the Owner. The costs incurred by the City during this inspection shall be borne by the Owner in accordance with Paragraph 4 (a).
 - v) the testing for infiltration and/or exfiltration of the sanitary sewers by methods acceptable to the City Engineer with such testing to be carried out prior to the acceptance of the underground work by the City or the paving of any such street, whichever may be sooner. The costs incurred by the City during the inspections noted in this clause and clause (iv) above, shall be borne by the Owner in accordance with Paragraph 4 (a) above.

7
5(a) THAT the construction and installation of the required municipal services will be carried out by one or more persons, firms or corporations acceptable to the City, who shall enter into a construction contract or agreement with the Owner and without limiting the generality of the foregoing, such contract shall include the provision of public liability and property damage insurance to indemnify the City and the Brockville Public Utilities Commission and their employees from any damages or claims for damages, in an amount not less than One Million Dollars (\$1,000,000.00).

5(b) THAT upon the satisfactory completion of each contract, the City Engineer shall accept the Work done thereunder provided that the Owner shall guarantee to maintain such Work for a period of one year from the date of acceptance and the Owner shall require that a Bond or Irrevocable Bank Guarantee be provided by the person, firm or corporation carrying out the Work guaranteeing the maintenance of the construction for a period of one year.

5(c) NOTWITHSTANDING Section 5(b), before the City accepts the Work, it shall be satisfied that all costs involved with the construction of the Work have been paid, in full, by the Company.

5(d) THAT the Work may be carried out in sections or stages wherein a number of adjacent lots may be serviced at one time and under a separate contract, provided that the approval for each stage is approved in advance by the City Engineer. Such a program must ensure the orderly and progressive development of the subdivision and make adequate provision for vehicular traffic including the erection of temporary street signs as required by the City Engineer. The requirements of this Agreement with respect to the timing of the completion of the pavement and curbs and gutter may be applied to such sections or stages.

6(a) THAT the Owner shall, prior to the construction of any Work on Cartier Court, provide security to the City, in the form of an Irrevocable Bank Guarantee, in a form satisfactory to the City Solicitor in favour of the City in the value 100% of the Work, described in Paragraph 2(a) and Schedule "C" to this Agreement. The estimated value of the Work shall be determined by the City Engineer whose sole discretion shall be final in this regard. Where Work is to be carried out in phases, the Owner shall advise the City Engineer the amount of Work to be carried out so that he may make the necessary calculations of the value of the Work.

6(b) SHOULD the Owner be in default, within the meaning of the Construction Lien Act, for the Work required under Paragraphs 2(a) and Schedule "C" the City may draw upon the security to complete the Work.

6(c) THAT the City may, in its absolute and sole discretion and notwithstanding Paragraph 20 of this Agreement, partially release the Irrevocable Bank Guarantee as Work is progressively completed and paid for by the Owner. Release of the Irrevocable Bank Guarantee by the City shall not be construed to release the City's rights and claims against the Owner pursuant to this Agreement.

7.(a) THAT the Owner agrees that the City will not be required or requested to issue building permits for any buildings within the limits of the Plan until such time as all of the services, exclusive of the curb and gutter and sidewalks and pavement, have been completed, provided that:-

7.(b) THE City Engineer may authorize the issuance of building permits from time to time if it is deemed by him to be expedient to so do on lots abutting streets upon which the underground services have not been completed, provided that no such building shall be occupied until all of the Work, exclusive of the curb and gutter and sidewalks and pavement, has been completed to the satisfaction of the City Engineer.

7(c) NOTWITHSTANDING, Paragraphs 7(a) and 7(b), no building erected on any lot or block within the Plan shall be occupied until such time as required remedial work on local downstream sanitary sewers on Alwington Street has been completed to the satisfaction of the City Engineer and at the expense of the Owner.

8.(a) THAT the completion of the construction of pavement shall be carried out following the construction and testing of the underground services and the grading of the road allowance and the installation of the granular base courses, provided that:

8.(b) THE City Engineer may, upon written request from the Owner, permit such Work to be deferred where in the City Engineer's opinion such Work should be deferred;

8.(c) THE City Engineer may require any such Work to be deferred where in his opinion such Work should be deferred; and

8.(d) IF such Work is deferred; the Owner shall proceed to carry out the construction of the pavement upon receipt of instructions from the City to do so within such time as the City Engineer may specify.

8.(e) WHERE the construction of the curb and gutter and sidewalk and pavement is deferred, the Owner shall place 300 millimetres of granular base course consisting of 225 millimetres of granular "C" modified and 75 millimetres of granular "A" until immediately prior to the time that the pavement is constructed.

9. THAT the Owner will, at the expense of the Owner, grant to the City, the Brockville Public Utilities Commission, and the Bell Telephone Company of Canada such easements as are required to adequately service the area, and to extend services into lands adjacent to the Plan.

10.(a) THAT the name of the street shall be as shown on the Plan, namely -

Cartier Court

10.(b) that the street right-of-way within the limits of the Plan shall be 20 metres in width;

11.(a) THAT the Owner agrees that the City will not assume any street or portion of street until the requirements of this Agreement respecting such street or portion of street has been completed, provided that where buildings have been constructed and occupied, the City will carry out the normal maintenance on completed underground services and winter control provided that all streets are kept in a graded and level condition and accessible to undertake the above referred to maintenance, and that adequate areas are provided for the turning of vehicles at the ends of partially constructed streets. The provision of such maintenance shall not constitute the assumption of the street by the City. Dust control shall be the responsibility of the Owner.

12.(a) THAT prior to the acceptance of the subdivision by the City, a Certificate signed by an Ontario Land Surveyor shall be submitted, confirming that the surveyor has found in their original position all Standard Iron Bars and Rock Bars together with all bars required to locate the limits of all easements, City owned lots and such other bars as may be required by the City Engineer.

The tops of all such bars shall be within 5 centimetres of the finished grade and the certificate shall indicate the date of field verification, which shall not be earlier than commencement of the maintenance period for above ground work referred to in Paragraph 5(b).

13.(a) THAT the Owner shall notify all potential purchasers of lots within the Plan, and shall cause to be inserted in the Deed for all such lots, a clause to the effect that the grades established on individual lots or blocks are in conformity with the approved grading and drainage Plan and shall not be altered by the addition or removal of fill unless such addition or removal is approved in writing by the City Engineer.

13.(b) THAT the Owner agrees to provide a clause in both the Agreement of Purchase and Sale and the Deeds for all lots and blocks within the Plan to inform prospective purchasers no structures whatsoever shall be constructed in or on any drainage swale.

13(c) THAT the Owner agrees to provide a clause in both the Agreement of Purchase and Sale and the Deeds for all lots and blocks within the Plan that the purchaser of any lot within the limits of the Plan covenants to obtain a similar acknowledgment as in Paragraphs 13(a) and 13(b) of this Agreement from any subsequent purchaser of property within the Plan.

14. THE Owner shall indemnify and save harmless the City, the Public Utilities Commission of the City of Brockville, their servants, agents and employees from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever, made, brought, or prosecuted in any manner based upon, occasioned by or attributed to any negligence of the Owner or any persons for whose negligence the Owner is in law responsible in the carrying out of the provisions of this Agreement.

15. THAT the Owner agrees to pay all costs involved in the registration of this Agreement.

16. THAT the Owner agrees to pay all arrears of taxes outstanding against the property within the limits of the Plan before the signing of the Agreement.

17. THAT this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

18. THAT the Owner agrees that the acceptance of any monies or other requirements of this Agreement, or any other action by any employee of the City shall not in any way constitute acceptance of this Agreement by the City of Brockville, until a by-law to authorize this Agreement has been passed by the Council of the Corporation of the City of Brockville, and this Agreement signed by the persons authorized to so do by such by-law.

19. THAT all Schedules hereto shall be read with and form part of this Agreement.

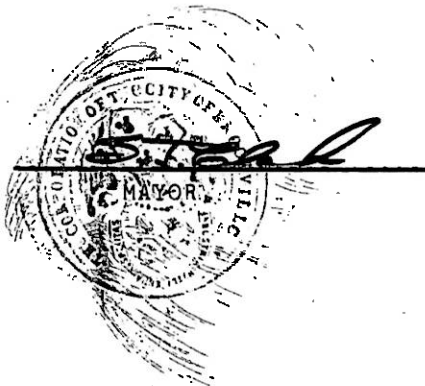
20. IF at any time dispute, difference or question arises between the parties touching any of the matters with which this Agreement is concerned, or the construction, meaning or effect of this Agreement, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree on one, otherwise to three arbitrators, one to be appointed by each party and a third arbitrator to be appointed by the

first named two arbitrators in writing before they enter upon the business of the reference; if either party refuses or neglects to appoint an arbitrator within seven (7) days after the other party has appointed an arbitrator and has served a written notice upon the other party requiring it to make the appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear the matters in dispute as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination made by the said arbitrators, or by the majority of the, or by the single arbitrator, shall be final and binding upon the parties, their successors and assigns.

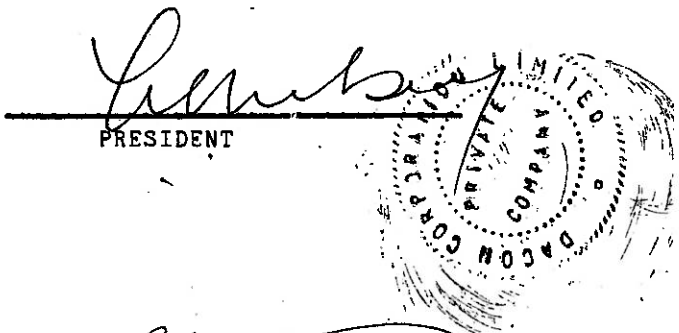
21. NOTWITHSTANDING the provisions of City of Brockville By-law 47-82, as amended, the maximum number of dwelling units which may be developed in the Plan shall not exceed 250 units.

THE CORPORATION OF THE
CITY OF BROCKVILLE

DACON CORPORATION LIMITED



[Signature]
CLERK



[Signature]
PRESIDENT

[Signature]
SECRETARY

SCHEDULE "A"

AGREEMENT BETWEEN DACON CORPORATION LIMITED AND THE CORPORATION OF THE CITY OF BROCKVILLE DATED THE 9th DAY OF ~~DECEMBER~~ A.D. 1986.

All and singular that certain parcel or tract of land and premises situate lying and being in the City of Brockville in the County of Leeds and being described as Block "D", Registered Plan 329 as registered in the Registry Office for the Registry Division of Leeds (Number 28).

LR 172286

13

1 REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.
 Jan. 22, 1987
 K. M. WISEMAN
 ONTARIO LAND SURVEYOR

2 I HEREBY CERTIFY THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.
 THE SURVEY WAS COMPLETED DECEMBER 16, 1986.

Jan. 22, 1987
 K. M. WISEMAN
 ONTARIO LAND SURVEYOR

SCHEDULE OF PARTS

PART	BLOCK/PLAN	AREA	INSTRUMENT NO
1	D	20,450.48 sq. ft.	170841
2	D	26,479.34 sq. ft.	170841
3	D	29,519.38 sq. ft.	170841
4	D	29,610.38 sq. ft.	170841
5	D	31,819.39 sq. ft.	170841
6	D	34,204.34 sq. ft.	170841
7	D	26,619.32 sq. ft.	170841
8	D	31,303.36 sq. ft.	170841
9	D	2,622.18 sq. ft.	170841
10	D	334.26 sq. ft.	170841

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

REFERENCE PLAN SHOWING PARTS OF BLOCK 'D', REG'D PLAN 329 CITY OF BROCKVILLE COUNTY OF LEEDS

SCALE: 1" = 60'
 K. M. WISEMAN LIMITED
 ONTARIO LAND SURVEYORS
 1986

THIS SCHEDULE 'B' TO AGREEMENT BETWEEN DATED AND THE CORPORATION OF THE CITY OF BROCKVILLE DATED 10th 1986.

NOTE: BEARINGS AND DISTANCES ARE AS SHOWN FROM THE 'N' LIMIT OF BLOCK 'C', REG'D PLAN 329, HAVING A BEARING OF N21°22'E.

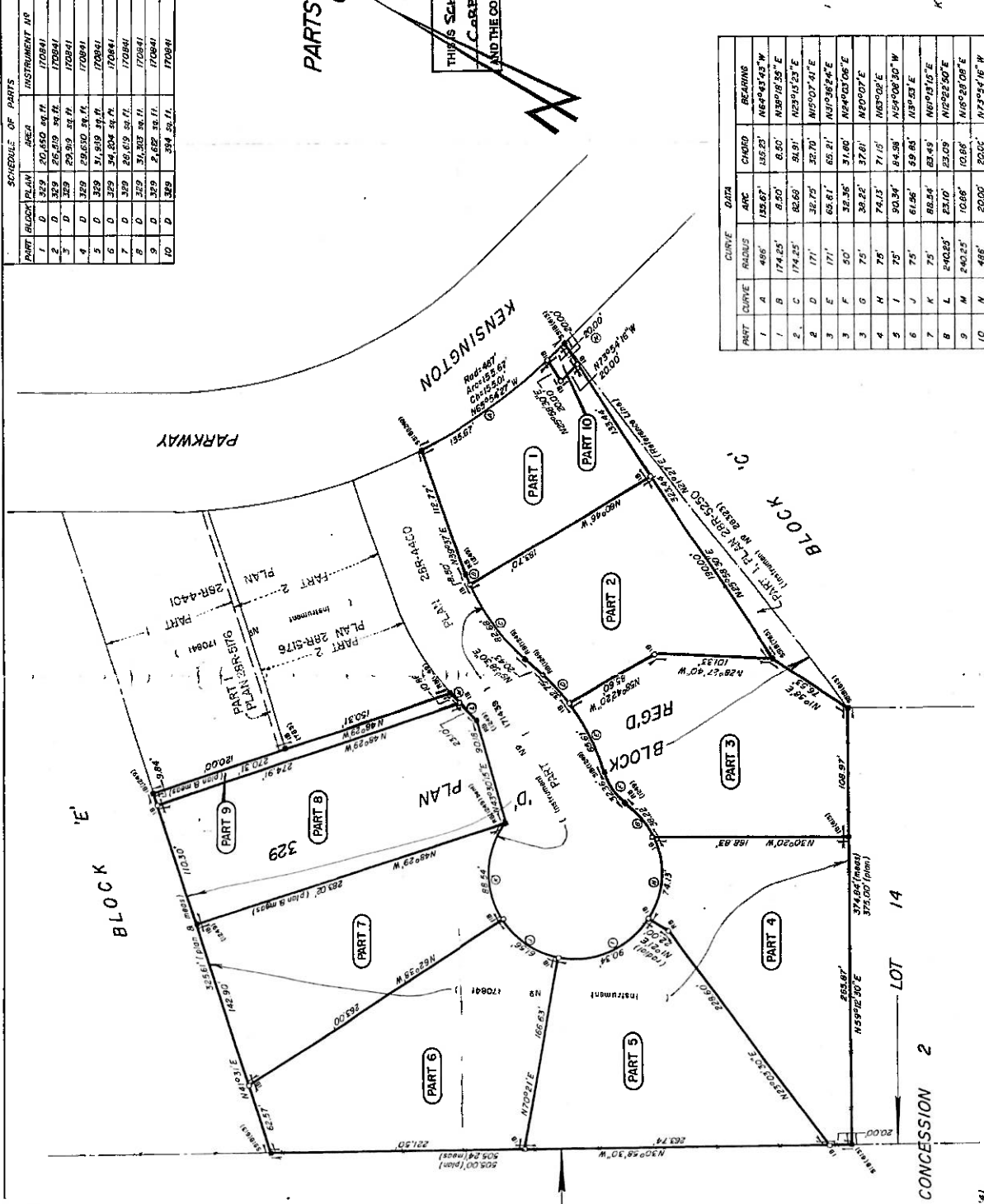
NOTE: LINES ARE NOT RADIAL, UNLESS OTHERWISE NOTED.

- LEGEND:
- IB DENOTES IRON BAR
 - RB DENOTES ROCK BAR
 - SB DENOTES SHORT STANDARD IRON BAR
 - MB DENOTES MONUMENT FOUND
 - DB DENOTES DIBBLE
 - DB DENOTES DIBBLE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT: 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER. 2. THE SURVEY WAS COMPLETED DECEMBER 16, 1986.

Jan. 22, 1987
 K. M. WISEMAN
 ONTARIO LAND SURVEYOR
 P.O. BOX 485
 BROCKVILLE, ONT.



PART	CURVE	RADIUS	ARC	CHORD	BEARINGS
1	A	486'	132.67'	132.23'	N62°43'45"W
1	B	174.25'	6.50'	6.50'	N32°16'55"E
2	C	174.25'	82.86'	81.91'	N22°12'23"E
2	D	171'	32.75'	32.70'	N52°07'31"E
3	E	171'	68.81'	65.21'	N12°36'24"E
3	F	50'	32.36'	31.66'	N24°03'08"E
3	G	75'	32.22'	37.81'	N22°07'12"E
4	H	75'	74.13'	71.15'	N62°09'12"E
5	I	75'	90.34'	84.58'	N54°08'30"W
6	J	75'	61.96'	49.64'	N18°53'12"E
7	K	75'	82.34'	83.49'	N62°09'12"E
8	L	240.23'	23.09'	23.09'	N12°23'00"E
9	M	240.23'	10.88'	10.88'	N12°23'00"E
10	N	486'	20.00'	20.00'	N72°54'16"W

SCHEDULE "C"

OF

AGREEMENT BETWEEN DACON CORPORATION LIMITED AND THE CORPORATION OF THE CITY OF BROCKVILLE DATED THE

9th DAY OF ~~December~~ A.D. 1986

MUNICIPAL SERVICES TO BE INSTALLED AND CONSTRUCTED

1. Grading and Drainage

A grading and drainage Plan shall be prepared for the lands within the Plan showing all lots and streets, satisfactory to the City Engineer, and such Plan shall show existing and proposed contours or elevations as are necessary to ensure a proper drainage scheme and proper siting of the buildings. The grade of each lot shall be established and maintained in conformity with the Grading Plan.

2. Sanitary and Storm Sewers

Separate sanitary sewers and storm sewers with private drain connections to the property line shall be constructed on all of the streets and to serve all of the lots and blocks within the limits of the plan. All sanitary sewers and storm sewers as may be required shall be constructed to connect with satisfactory outlet facilities. Catchbasins and connections including rear of lot facilities shall be constructed to provide adequate drainage. All ditches and swales shall be graded and sodded. Sanitary and storm sewer sampling manholes shall be provided at the street line for all private drain connections, if in the opinion of the City Engineer, such manholes are required.

3. Watermains

Watermains with building connections to the property line shall be constructed on all of the streets to serve all of the lots and blocks within the limits of the Plan, together with such other watermains as may be required to connect with satisfactory existing supply facilities. Fire hydrants with valves and connections shall be installed in conformity with the regulations of the Brockville Public Utilities Commission of the City of Brockville.

4. Pavement

The road allowance shall be graded for the full width thereof and roadways constructed to the required standards including granular base courses, concrete curbs and gutter and asphalt pavements on all of the streets in the Plan.

Asphalt pavement widths shall be as follows:

- a) Cartier Court9.75 metres.

Pavement design shall be according to current City of Brockville Road Standards. Driveway approaches shall be paved from the roadway to the sidewalk or to the property line where no sidewalk exists.

5. Street Lights

Street lights shall be installed to current City of Brockville standards.

6. Electrical Distribution System

The electrical distribution system or such portions thereof as may be specified, shall be installed underground and meet all requirements of the Brockville Public Utilities Commission. Written confirmation from the Commission that an Agreement has been reached to comply with their requirements shall be a condition of the authorizing of the signing of the Agreement by the City.

7. Dirt and Debris During Construction

The Owner shall keep the streets abutting the Plan free of dirt and debris resulting from or in any way attributable to the construction of any services required by this Agreement, or the construction of any services required by this Agreement, or the construction of any buildings thereon, to the satisfaction of the City. If, upon notice, the Owner fails to remove any dirt or debris within any road allowance adjacent to the Plan, then the City may remove any dirt or debris at the cost of the owner and failing payment thereof by the Owner the cost of the same shall be recoverable by the City in the like manner of municipal taxes and shall constitute a first lien and charge against the said lands.

8. Pedestrian Walkways and Easements

One (1), three (3) metre easements in favour of the City of Brockville for pedestrian access purposes shall be supplied by the Owner at the following locations:

- (a) the northerly 3 metres in perpendicular width of Part 2 from Cartier Court to Block "E", Plan 329.

9. Sidewalks

Concrete sidewalks 1.5 metres in width shall be constructed along both sides of Cartier Court to form a continuous loop to and from Kensington Parkway.

Concrete sidewalks 1.2 metres in width shall be constructed along the full length of the one (1) pedestrian walkway noted in Paragraph (8) above, so that the said sidewalk connects to the sidewalks on Cartier Court.

10. Fencing

A 1.2 metre chain link fence, with top rail and bottom tension wire, shall be constructed, by the Owner, along both sides of the pedestrian easement referred to in Paragraph 8 above.

Miscellaneous

- a) The boulevard or area between the curb and the property line or sidewalks as the case may be on all streets shall be sodded or paved at the direction of the City.
- b) Regulatory and street name signs shall be provided and installed at the Owner's expense and shall be high intensity material.

SCHEDULE "D"

AGREEMENT BETWEEN DACON CORPORATION LIMITED AND THE CORPORATION OF THE CITY OF BROCKVILLE DATED THE 4th DAY OF DECEMBER, A.D. 1986.

INDENTURE made this _____ day of _____ A.D. 1986

BETWEEN:

THE CORPORATION OF THE CITY OF BROCKVILLE
hereinafter called the "City"

-and-

DACON CORPORATION LIMITED
hereinafter called the "Company"

WHEREAS by Agreement dated the _____ day of _____ A.D., 1986 and registered in the Registry Office for the Registry Division of Leeds (No.28) on the _____ day of _____ A.D. 1986, as Number _____, the Company did charge certain lands in favour of the City to secure the performance of the terms and conditions of the Agreement by the Company; and

WHEREAS the Company has requested a release of part of the said lands from the said Agreement; and

WHEREAS paragraph 3(b) of the said Agreement authorizes the Mayor and Clerk to execute the releases of all or part of the said lands from the said Agreement.

NOW THEREFORE pursuant to Section 3 of the Agreement between Dacon Corporation Limited and the City of Brockville dated 1986 and the payment of funds stipulated therein, the consent of the City of Brockville is hereby given for the Owner to sell, convey, transfer or assign the lands hereafter described. Description of Lands:

Funds deposited: _____

Date: _____

Approved by: _____
City Engineer

Mayor: _____

Clerk: _____

Seal

SCHEDULE "E"

OF

AGREEMENT BETWEEN DACON CORPORATION LIMITED AND THE CORPORATION OF THE CITY OF BROCKVILLE DATED THE 9th OF ~~December~~ A.D. 1986.

THIS is to certify that the full/following costs, including/ excluding holdbacks in the sum of \$ _____, for the construction of the following Works on Cartier Court has been paid by/on behalf of Dacon Corporation Limited.
(list works)

DACON CORPORATION LIMITED

PRESIDENT

SECRETARY

DATED at the _____ of _____ this _____ day of _____ 1986.

I/we _____ of the _____ of _____ in the County of _____ do solemnly declare that all of the statements contained herein are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____)
_____ of _____ in _____)
the County of _____)
this _____ day of _____)
A.D. 198 _____)

A Commissioner etc.

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brockville and County of Leeds, being Part of Lot "D", Registered Plan #329, and more particularly described as Part according to a Plan registered in the Registry Office for the Registry Division of Leeds (No. 28) as 28R

TO HOLD the said lands to and for the use of the Company, its successors and assigns forever freed and discharged from the said Agreement and every covenant, term, proviso and condition thereof, saving and excepting

IN WITNESS WHEREOF the Corporation of the City of Brockville has hereunto affixed its Corporate Seal attested by the hands of its proper signing officers in that behalf duly authorized this day of , A.D. 198

MAYOR

CLERK

48372

DATED : April 24th., 1972.

CALANCO LANDS LIMITED

--and--

THE PUBLIC UTILITIES COMMISSION
OF THE CITY OF BROCKVILLE

25 Front Street,
Brockville, Ontario

A G R E E M E N T

HENDERSON, HART, JOHNSTON,
FOURNIER & ALGIE

48372

No. 48372
Registry Division of Leeds (No. 28)
I CERTIFY that this instrument is registered as of
3:00 P.M.

MAY 03 1972

Registry Office
at Brockville,
Ontario.

in the
REGISTRAR

Sgt. Higginbotham

Abstr.	<i>See</i>
Alph. Index	
Microfilmed	
Reg. Fee	11.00
Land Tax	
This Document is the Property of the Registry Office Registry Division of Leeds (No. 28)	

14/2/72
Beauch

THIS AGREEMENT made in triplicate this 2 /
day of April, A.D. 1972

B E T W E E N: CALANCO LANDS LIMITED

(hereinafter called the "DEVELOPER")

OF THE FIRST PART

-and-

THE PUBLIC UTILITIES COMMISSION OF
THE CITY OF BROCKVILLE

(hereinafter called the "COMMISSION")

OF THE SECOND PART

WHEREAS the Commission requires the use of underground electrical distribution systems by developers of new subdivisions in the City and requires that the cost of such system shall be shared between the Commission and the Developer.

And whereas by agreement with The Corporation of the City of Brockville, the Developer has or will agree to pay all costs incurred to provide and install an approved street lighting system.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar (\$1.00) of lawful money of Canada, now paid by the Commission to the Developer (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereby covenant and agree one with the other as follows:-

1. Definitions - In this Agreement:

- (a) "Electrical Distribution System" shall mean all equipment, wires, cables, conduits, transformers and ancillary equipment required and installed to provide an electrical supply to the lots and blocks which are to be developed. The electrical distribution system shall not include the service cable from the front lot line to the building on the lot.
- (b) "Approved Street Lighting System" shall mean a Street Lighting system which is approved by the Commission and which conforms to C.S.A. recommended practices for the various types of areas in which the street lighting is being installed.
- (c) "All-Electric Home". "All-Electric Living Unit" or "All-Electric Premises" shall mean a residential or commercial premises which utilizes electric power energy exclusively and in which no provision is made for alternative or other forms of fuels or energy.
- (d) "First Owner" shall mean the person or corporation who erects or causes to be erected on his or its

behalf a structure for commercial or residential purposes and who determines what electrical services and equipment shall be provided and installed in such structure. In the case of a dispute between the developer, builder, owner or occupier of such structure or any other person, as to who is the "First owner" for the purposes of this Agreement the decision of the Commission shall be final and binding.

- (e) "Living Unit" shall mean a room or a suite containing more than one room, designed for or intended for use by an individual, or family, in which culinary and sanitary conveniences are provided for the exclusive use of such individual or family and with a private entrance from outside the building or from a common hallway or stairway inside or outside the building.
- (f) "Single Dwelling" shall mean a self-contained living unit located on a separate lot and intended for the exclusive use of one individual or one family.
- (g) "Semi-detached Dwelling" shall mean a self-contained living unit structurally connected to one other such unit on a lot containing not more than two such dwellings.
- (h) "Apartment Building" shall mean a group of more than two living units contained within one structure constructed on one lot where the private entrances are either from the outside or from a common hallway or stairway either inside or outside of the building.
- (i) "Multi-housing Units" shall mean row type living units commonly referred to as Town Houses, Garden Homes or Condominiums each consisting of a building not exceeding two stories in height with each structure containing more than two living units and each living unit having at least one private entrance from the outside directly accessible to outside grade level.
- (j) "Commercial Building" shall mean a structure intended for commercial use and not as a dwelling including without limiting the generality of the foregoing stores, office buildings, services stations, churches and schools.

For the purpose of this agreement a living unit contained within or attached to a commercial building shall be considered in the same manner as a living unit within an apartment building.

2. Where Effective

This agreement shall apply to all of the lands described in Schedule "A" attached hereto.

The agreement shall be registered on the title to the lands described in Schedule "A" attached hereto at the expense of the Developer.

3. Easements

The Developer, at its expense and in a form satisfactory to the Commission, shall grant the Commission such easements as shall be required by the Commission to facilitate the construction of an underground electrical distribution system and approved street lighting system to service the said lands. The grants of easements shall be registered by the Commission at its expense in the Registry Office for the County of Leeds. The Commission shall not be required to construct or permit the construction of the electrical distribution system or street lighting system until all easements required by the Commission have been so conveyed and registered.

4. Payments to the Commission

The Developer shall not apply for and the City of Brockville shall not be bound to issue building permits for an structure intended to be erected on the lands described in Schedule "A" hereto and the Commission shall not be bound to commence construction of the distribution system or to supply electricity to service the said lands until the Developer has deposited with the Commission the appropriate sums of money based upon the type, size and number of structures to be constructed as set forth in the Developer's Notice of Intent to Commence Construction determined as follows:-

(a) Single Family Dwelling Units

The sum of one hundred dollars (\$100.00) for each single family dwelling unit proposed which represents a partial payment of a total of three hundred dollars (\$300.00) which will be assessed for each single family dwelling unit constructed. The sum of three hundred dollars (\$300.00) includes the amount allocated for the supply of an approved street lighting system of fifty dollars (\$50.00) per single family dwelling unit.

(b) Semi-detached Dwelling Units

The sum of one hundred dollars (\$100.00) for each semi-detached dwelling unit proposed which represents a partial payment of a total of two hundred and eighty dollars (\$280.00) which will be assessed for each semi-detached dwelling unit constructed. The sum of two hundred and eighty dollars (\$280.00) includes the amount allocated for an approved street lighting system of thirty dollars (\$30.00) per semi-detached dwelling unit.

(c) Apartment Buildings

An amount equal to one third of the sum assessed against apartment buildings which sum shall be computed at the rate of ten dollars (\$10.00) per one hundred (100) square feet of usable floor area. The floor area shall include those areas common to all living units within the apartment building such as halls, storage areas and laundry rooms but shall not include the areas occupied by stairways, stairwells or elevator shafts. The total charge includes an allowance for the supply and installation of an approved street lighting system.

(d) Multi-Housing Units

The sum of fifty dollars (\$50.00) for each living

unit contained within a Multi-housing Unit structure, where the Multi-housing Unit is supplied through one service entrance and the electrical energy is metered with one meter, which sum represents a partial payment of a total of one hundred and fifty dollars, (\$150.00) which will be assessed for each living unit constructed in the Multi-housing Unit, or;

The sum of seventy-five dollars (\$75.00) for each living unit contained within a Multi-housing Unit where the living units are supplied through one or more separate service entrances and the electrical energy is metered separately for each living unit, which sum shall represent a partial payment of a total of one hundred and seventy-five dollars (\$175.00) which will be assessed for each living unit constructed in the Multi-housing Unit.

The total payments aforementioned, include an amount assessed for the supply and installation of an approved street lighting system of twenty-five dollars (\$25.00) per living unit.

(e) Commercial Buildings

An amount equal to one third of the sum assessed against Commercial Buildings, which sum shall be computed on the basis of ten dollars (\$10.00) per one hundred (100) square feet of usable floor area. The area shall be computed using the inside floor dimensions of the structure and shall be the total floor area with no exclusions.

The balance due in accordance with the aforementioned schedules shall become due and payable within thirty (30) days of receipt of notice from the Commission that the construction of the electrical distribution system necessary to satisfy the requirements of the development as set out in the applicable Notice of Intent to Commence Construction has commenced.

5. Notice of Intent to Commence Construction

Notice of Intent to Commence Construction of residential or commercial structures shall be given by the Developer to the Commission in writing not less than 180 days before the construction is scheduled to start and shall contain the following:

- (a) a list of the lots or blocks to be developed.
- (b) the type and size and number of structures to be constructed on lots or blocks to be developed.

Receipt of the Notice of Intent to Commence Construction in the prescribed manner does not obligate the Commission to provide electrical service when required, however the Commission will endeavour to provide electrical service and

subject to the provisions of paragraph 7, will supply, if necessary, at no cost to the Developer, temporary facilities to provide, in the Commission's opinion, adequate service for construction purposes.

If upon the request of the Developer the Commission consents to commence construction of the electrical distribution system prior to the expiry of 180 days from receipt by the Commission of Notice of Intent to Commence Construction, the Developer shall pay to the Commission any additional costs incurred by the Commission as a result of the earlier commencement. The additional costs shall be estimated by the Commission and the Developer advised of the estimated amount before construction begins.

6. Orderly Development

If upon receipt by the Commission of a Notice of Intent to Commence Construction upon part of the lands described in Schedule "A" hereto the Commission is of the opinion that the Developer is proceeding to develop the lands described in Schedule "A" hereto in stages in such manner that the cost of providing the electrical service to the area under development is thereby increased, the Commission may charge the Developer for any additional costs incurred by the Commission as a result of the manner of development. The additional cost shall be estimated by the Commission and the Developer advised of the estimated amount within 60 days of receipt by the Commission of the applicable Notice of Intent to Commence Construction.

7. Winter Work and Site Conditions

The Commission shall not be obligated to construct or install electrical distribution facilities during the period December 1st., to May 15th., of the year following. If temporary overhead facilities for construction purposes are required during the said period the Developer shall pay to the Commission all additional costs incurred as a result of the work being carried out during the said period. The additional costs shall be estimated by the Commission and the Developer advised of the estimated amount before construction begins.

If, in the opinion of the Commission, the site conditions are not suitable for construction and installation of an electrical distribution system and/or street lighting system at any time, the Developer shall forthwith upon request improve the site conditions so that construction and installation can proceed without delay and without additional cost to the Commission. If the Developer fails to improve the site conditions to the Commission's satisfaction the Commission may discontinue work until the site conditions are improved and/or charge the Developer for any additional cost incurred by the Commission as a result of the failure of the Developer to improve the site conditions as required.

8. Siting and Trenching

The Developer shall provide the Commission with an acceptable plan of sub-division, contour plan and grade plan showing the geological overburden following which the Commission

will advise the Developer where the Commission will install the underground electrical distribution system. The Developer shall at his expense, locate, stake, grade, open and back-fill all trenches required for the electrical distribution system and supply sand back-fill as required for the trenches and any excavation for transformer units. The opening and closing of such trenches and any excavation for transformer units shall be arranged between the Developer and the Commission at a time and date satisfactory to the Commission. All trenching, excavation and sand back-filling is to be in accordance with the general specifications as revised from time to time issued by the Commission. The Commission shall be sole judge of the quality and acceptability of work performed, and work found unacceptable to the Commission shall be forthwith altered by the Developer so as to be acceptable to the Commission.

The trenches shall be so constructed and graded that when the final land grades of the sub-division are established, the cables in the trenches will be buried to a nominal depth of thirty (30) inches. Where cables are found to deviate from the nominal 30 inches of buried depth by more than 6 inches higher or lower, the Developer shall make such changes in land or trench grades as are necessary to correct the depth of bury.

9. Service Cables

Service connections for detached, semi-detached dwellings or individually supplied multi-housing units will be available at the centre of the front lot line. The service cable from the point of connection to the building structure will be supplied and installed by the Commission in a trench provided and back-filled by the Developer or First Owner at a cost of one dollar per lineal foot of cable supplied.

In the case of "all-electric" dwellings or living units as defined the assessment for the service cable will be waived.

Trenching and depth of bury of service cables will conform to the specifications set out for the electrical distribution system.

The cost of service cables of the high voltage type required to supply higher level distribution voltage to large apartment buildings or commercial premises will be determined by the Commission on an individual basis depending on location, electric loads, type of building and equipment required. The Developer agrees to supply such trench or trenches as may be required and the trench or trenches shall conform to all Commission Specifications.

10. Location Markers and Survey & Grade Stakes

The Developer shall place and maintain in place during construction such survey markers and location stakes as may be required for the location of the electrical distribution system within the assigned easements or proposed boulevards, shall provide and maintain satisfactory grades

during construction of the system, shall assume liability for such loss, damage, or additional expenditure as may accrue to the Commission from its failure to accurately place and maintain such grades and survey markers, shall assume liability for damage caused by its construction forces to the electrical system and shall maintain any easement or cable route clear of mounds of earth and other obstruction during construction. All grades shall be completed to within six inches (6") of final grades prior to the start of construction and final grade or elevation stakes shall be placed at all locations if specified by the Commission.

11. Commission Allowances

The Commission will, upon completion of all electric homes, all electric living units or all electric premises as defined, pay allowances to the First Owner in accordance with the following schedule:

(a) All-electric homes and living units: an allowance of ten dollars per 1000 watts capacity of installed electric space heating and electric water heating provided that the allowance shall not exceed \$200.00 for each single or semi-detached dwelling unit or \$120.00 for each living unit in a Multi-housing Unit and in no living unit shall the allowance for the electric water heater exceed \$20.00.

(b) All-electric apartment buildings and commercial premises: an allowance of ten dollars per 1000 watts capacity of electric space heating and electric water heating installed, provided that in the case of apartment buildings and commercial premises the allowance shall not exceed eighty per cent (80%) of the amount assessed for the construction of the electrical distribution system and approved street lighting system.

(c) Electric water heating installation allowance: The Commission will in addition to the foregoing allow an amount of thirty-five dollars (\$35.00) as an installation allowance for one individual water heater installed in a detached or semi-detached dwelling or each living unit of an apartment building, multi-housing unit or in a commercial premises.

(d) Bulk water heating equipment intended to serve more than one living unit in a multi-housing unit, apartment building or commercial premises or any combination thereof is not subject to the installation allowance, but may be given consideration by the Commission when the circumstances are known, and upon application.

12. Payment of Accounts and Lien

All sums payable by the Developer to the Commission shall be due and payable thirty (30) days from date of invoice and all overdue accounts shall bear interest at the rate of 3/4 of 1% per month.

All payments to be made by the Developer to the Commission under any of the provisions of this agreement shall form a lien or charge against the lands described in schedule "A" hereto.

13. Prior Sale of Unserviced Land

All contracts of sale by the Developer of any unserviced lands to which this agreement applies shall contain a covenant by the Purchaser to comply with all of the provisions of this agreement and to exact a like covenant from its assigns.

14. Release Upon Completion

Upon payment of the sums as set out in this agreement and performance of the provisions and covenants herein, the Commission will execute and deliver releases to be prepared by the solicitors for the Commission at the expense of the Developer. A release signed by the treasurer of the Commission under the Commission's corporate seal shall constitute a full and complete release to the Developer or its assigns of all charges created by this agreement against the lot or block for which the release is given.

15. Successors and Assigns

This agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, and if the Developer is a female person or a corporation this agreement shall be read with all the grammatical changes appropriate by reason thereof.

16. Gender

Wherever the singular or neuter is used in this agreement it shall be construed as if the plural or the masculine or the feminine had been used, where the context or the party or parties so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

DATED this 24 day of APRIL 1972

Signed, sealed and delivered)
in the presence of)

Louise Lewis

CALANCO LANDS LIMITED

Robert [unclear]
Shelly [unclear]

THE PUBLIC UTILITIES COMMISSION OF
THE CITY OF BROCKVILLE

per

[Signature]
[Signature]

Description re Loyalist Park Subdivision

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brockville and County of Leeds being composed of part of Lot 14 in the Second Concession of the Township of Elizabethtown, now within the confines of the City of Brockville, more particularly described as follows:-

PREAMISING that the bearings herein mentioned are astronomic and refer to the bearings shown on a Plan of former King's Highway No. 29 Widening attached to an Instrument registered in the Registry Office for the Registry Division of Leeds (No. 28) as Number 10762 for the Township of Elizabethtown and relating all bearings herein thereto;

COMMENCING at an iron bar planted in the north eastern limit of Stewart Boulevard as widened by said Instrument No. 10762 distant north 64 degrees 34 minutes 30 seconds west, thereon, 75 feet from an iron bar found at the most western angle of Block "E" according to a Plan registered in the said Registry Office as Number 319;

THENCE north 64 degrees 34 minutes 30 seconds west along said north eastern limit of Stewart Boulevard 954.05 feet to an iron bar planted;

THENCE north 29 degrees 24 minutes west 262.84 feet to an iron bar planted;

THENCE north 30 degrees 41 minutes west 322.35 feet to an iron bar planted;

THENCE south 29 degrees 27 minutes west 227.35 feet to an iron pipe planted;

THENCE north 62 degrees 12 minutes west 154.82 feet to an iron bar planted;

THENCE north 30 degrees 42 minutes 30 seconds west 1292.22 feet to an iron bar planted;

THENCE south 59 degrees 12 minutes 30 seconds west 375 feet to an iron bar planted in the fence marking the western limit of said Lot 14;

THENCE north 30 degrees 58 minutes 30 seconds west, along the last mentioned limit as fenced, 855 feet to an iron bar planted;

THENCE north 59 degrees 09 minutes 30 seconds east 637.15 feet to an iron bar planted;

THENCE south 30 degrees 51 minutes east 175 feet to an iron bar planted;

THENCE north 59 degrees 09 minutes east 520 feet to an iron bar planted;

THENCE south 50 degrees 19 minutes east 300 feet to an iron bar planted;

THENCE south 30 degrees 51 minutes east 150 feet to an iron bar planted;

THENCE north 59 degrees 09 minutes east 30 feet to an iron bar planted in the fence marking the eastern limit of said Lot;

THENCE south 30 degrees 51 minutes east along the last mentioned limit, as fenced, to and along the western limit of said Registered Plan No. 319 a distance of 2862.31 feet to an iron bar planted;

THENCE south 25 degrees 25 minutes 30 seconds west 136.03 feet more or less to the point of commencement;

SAID HEREIN DESCRIBED PARCEL containing by admeasurement 65.18 acres more or less.



R. F. Mucklestone,
Ontario Land Surveyor.

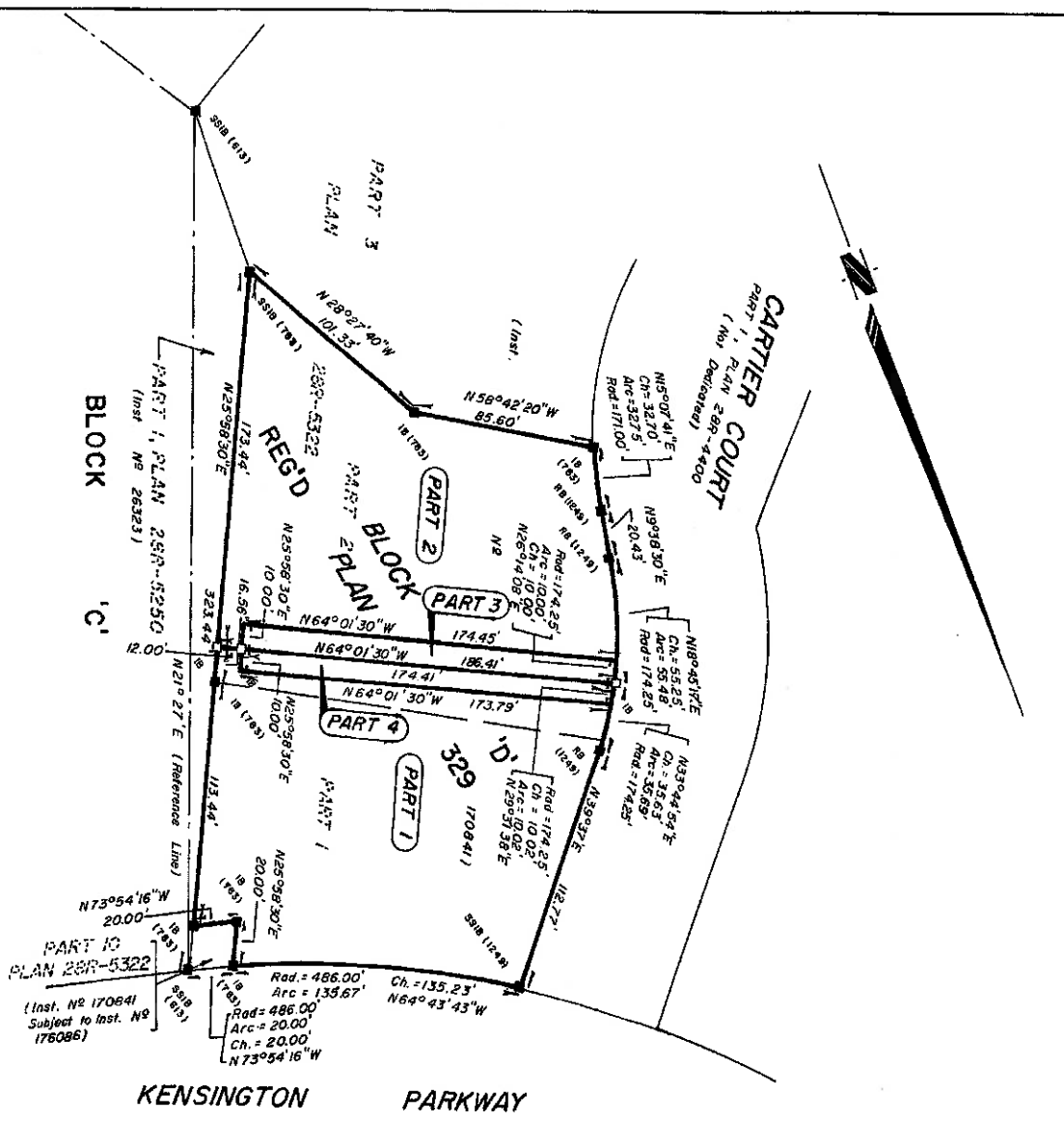
January 25, 1972.

APPENDIX 5

ORIGINAL PLAN MATERIAL
 Material : Transpar plastic film
 Gauge : 003 in.
 Inf : Higgins Black Magic

SCHEDULE OF PARTS

PART	BLOCK	PLAN	AREA	INST. N ^o
1	D	329	22666 sq ft	170841
2	D	329	20720 sq ft	170841
3	D	329	1744 sq ft	170841
4	D	329	1741 sq ft	170841



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

Oct. 21, 1987

K. M. Wiseman
 K. M. WISEMAN
 ONTARIO LAND SURVEYOR

RECEIVED AND DEPOSITED AS
 PLAN 28R 5377

Oct. 22, 1987

John J. ...
 REGISTRAR FOR THE REGISTRY DIVISION OF THE COUNTY OF LEEDS

CAUTION:
 THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF "THE PLANNING ACT".

REFERENCE PLAN SHOWING

PARTS OF BLOCK 'D',
 REG'D PLAN 329
 CITY OF BROCKVILLE
 COUNTY OF LEEDS
 SCALE: 1" = 50'
 K. M. WISEMAN LIMITED
 ONTARIO LAND SURVEYORS
 1987

NOTE: BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM THE NW LIMIT OF BLOCK 'C', REG'D PLAN 329, HAVING A BEARING OF N2°27'E.

- LEGEND
- I/B DENOTES IRON BAR
 - S/B DENOTES SUBDIVISION BAR
 - S1/B DENOTES STANDARD IRON BAR
 - S2/B DENOTES SHARP STANDARD IRON BAR
 - P/B DENOTES SHARP STANDARD IRON BAR
 - I/P DENOTES ROUND IRON PIPE
 - C/C DENOTES CUT CROSS
 - (WIT) DENOTES WITNESS FENCE
 - DENOTES WITNESS MONUMENT
 - DENOTES MONUMENT FOUND
 - DENOTES MONUMENT SET

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER;
- THE SURVEY WAS COMPLETED OCTOBER 5, 1987.

Oct. 21, 1987 *K. M. Wiseman*

K. M. WISEMAN LIMITED
 P.O. BOX 485,
 BROCKVILLE, ONT.

I REQUIRE THIS PLAN TO BE DEPOSITED AND DEPOSITED AS UNDER PART II OF THE REGISTRY ACT.

PLAN 28 R 4401
Jan. 10th... 1984

M.H. KaldeWAY

M.H. KALDEWAY
 LAND REGISTRAR FOR THE
 REGISTRY DIVISION OF LEEDS
 (No. 28)

PART	BLOCK	PLAN	INST. NO.
1 & 2	D	329	26323

PLAN OF SURVEY
PART OF BLOCK D-REGISTERED PLAN 329
CITY OF BROCKVILLE
COUNTY OF LEEDS
M. H. KALDEWAY LTD.
SCALE: 1" = 60'
1983

BEARINGS ARE ASTRONOMIC AND REFER TO THE BEARINGS SHOWN ON REGISTERED PLAN NO. 329.

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

LEGEND

--- denotes fence
 S.B. denotes iron bar 1/2" x 1/2"
 I.B. denotes iron bar 5/8" x 1/2"
 S.S.I.B. denotes iron bar 1" x 1/2" with cap
 S.L.B. denotes iron bar 1" x 1/2"
 C.M. denotes concrete monument
 R.B. denotes rock bar

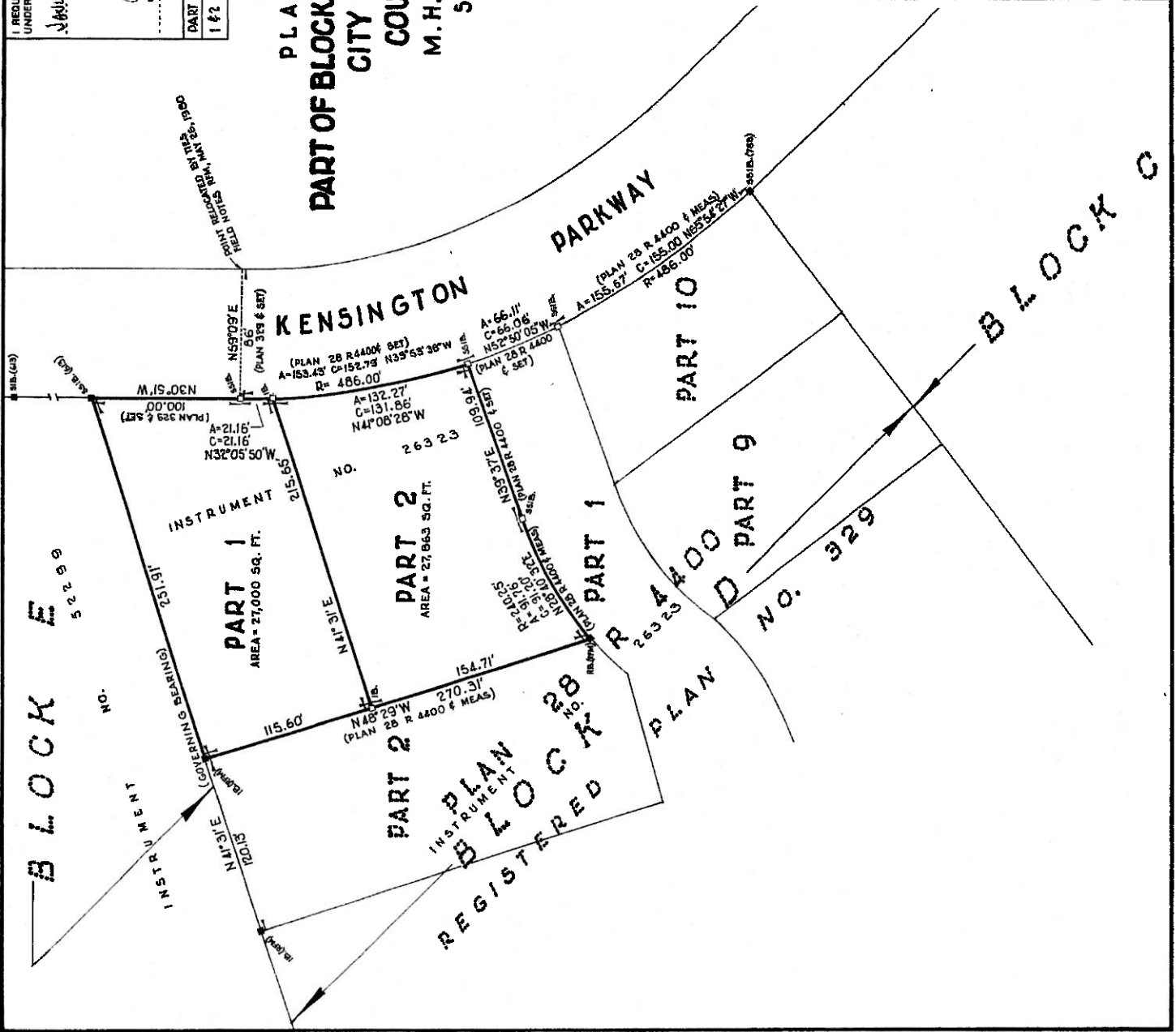
□ denotes plotted monument
 ○ denotes found monument
 LR denotes iron pipe
 R.B. denotes iron bar 3/4" x 2" with cap
 R.F.M. denotes R.F. Monument
 1/2" denotes 1/2"

SURVEYOR'S CERTIFICATE

I hereby certify that:
 1. This survey and plan are correct and in accordance with THE SURVEY ACT and THE REGISTRY ACT and the regulations made thereunder.
 2. The survey was completed on the 9th day of December, 1983.

December 9th 1983 *M.H. KaldeWAY*

M. H. KALDEWAY
 Ontario Land Surveyor.
M.H. KALDEWAY LTD.
 ONTARIO LAND SURVEYORS
 61 King Street East, Brockville, Ontario. Order No. 83-247.



SCHEDULE OF PARTS			
PART	BLOCK	PLAN	INSTRUMENT NO
1	D	329	26323
2	D	329	26323

RECEIVED AND DEPOSITED
AS
PLAN 28R-5/76
8 October 1986
Judy Larson, Adop
LAND REGISTRAR FOR THE
REGISTRY DIVISION OF THE
COUNTY OF LEEDS

I REQUIRE THIS PLAN TO
BE DEPOSITED UNDER
THE REGISTRY ACT.
Oct. 8, 1986
K. M. WISEMAN
ONTARIO LAND SURVEYOR

CAUTION:
THIS PLAN IS NOT A PLAN OF SUBDIVISION
WITHIN THE MEANING OF "THE PLANNING ACT".

REFERENCE PLAN
SHOWING
**PARTS OF BLOCK 'D', REG'D PLAN 329
CITY OF BROCKVILLE
COUNTY OF LEEDS**
SCALE: 1" = 50'
K. M. WISEMAN LIMITED
ONTARIO LAND SURVEYORS
1986

NOTE: BEARINGS ARE ASTROMOMIC AND ARE DERIVED FROM
THE NW/4 LIMIT OF BLOCK 'D', REG'D PLAN 329, HAVING
A BEARING OF N41°31'E, ACCORDING TO SAID PLAN.

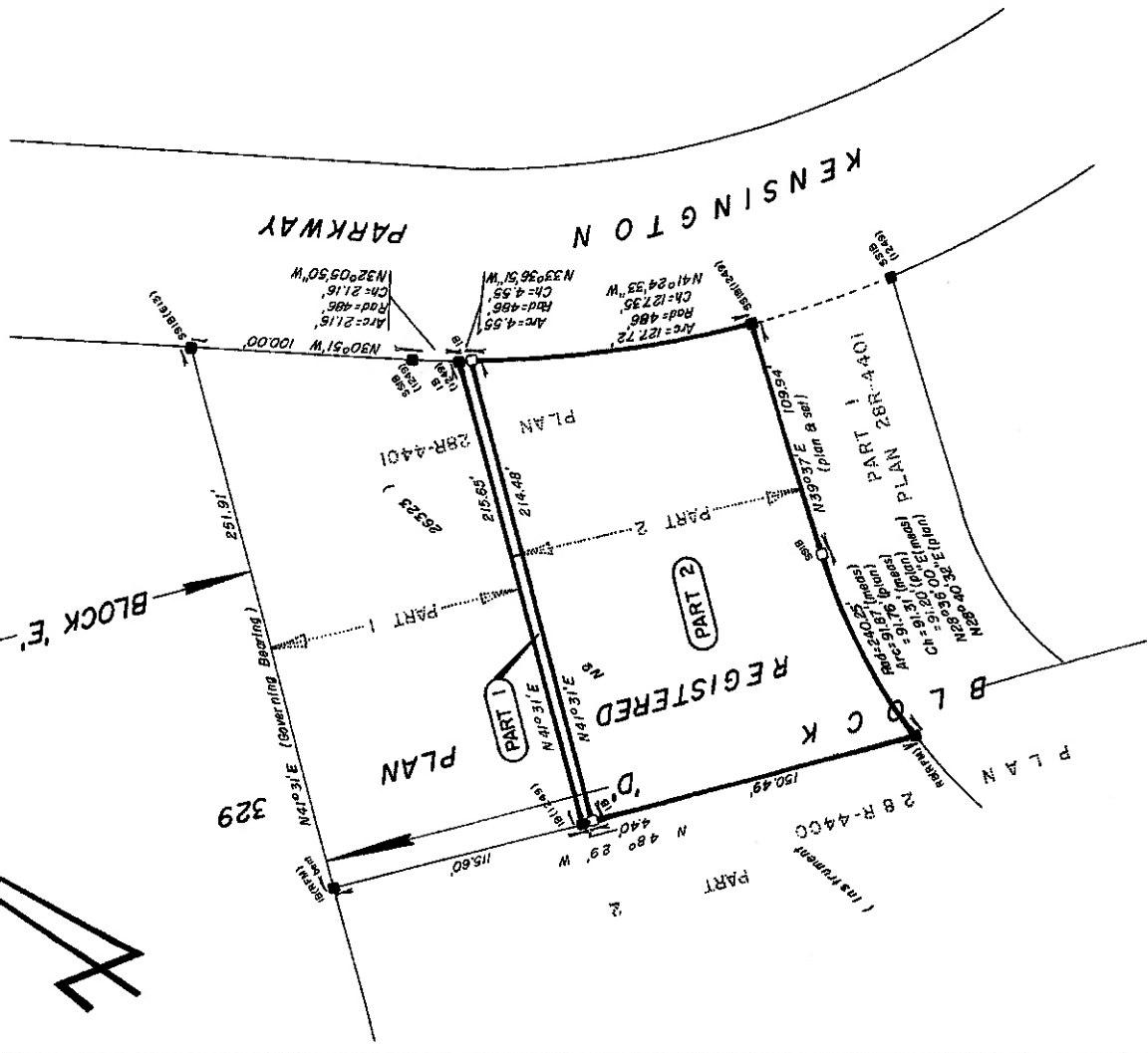
LEGEND

- RIB DENOTES ROUND IRON BAR 3/4" X 24"
- CM DENOTES CONCRETE MONUMENT
- IB DENOTES IRON BAR 5/8" X 3/8" X 24"
- SB DENOTES SUBDIVISION BAR 1/2" X 1/2" X 24"
- SSB DENOTES STANDARD IRON BAR 1" X 1" X 48"
- IB DENOTES SHORT STANDARD IRON BAR 1" X 1" X 24"
- IB DENOTES ROUND IRON PIPE
- CC DENOTES CUT CROSS
- (WIT) DENOTES WITNESS FENCE
- DENOTES 'FOUND'
- DENOTES 'PLANTED'

SURVEYOR'S CERTIFICATE

- I HEREBY CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER.
 - THE SURVEY WAS COMPLETED SEPTEMBER 22, 1986.

Oct. 8, 1986
K. M. WISEMAN
ONTARIO LAND SURVEYOR
P.O. BOX 485,
BROCKVILLE, ONT.



D

<p style="text-align: center; font-size: 1.2em;">169338</p> <p>NUMBER</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION</p> <hr/> <p>LEEDS No. 28 BROCKVILLE</p> <p style="text-align: right; font-size: 0.8em;">LAND REGISTRAR</p> <p style="font-size: 0.8em;">New Property Identifiers</p> <p style="font-size: 0.8em;">Executions</p>	(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 12 pages	90
	(3) Property Identifier(s)	Block	Property	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document Agreement			
	(5) Consideration ONE Dollars \$ 1.00			
(6) Description Block "D", registered Plan 329, City of Brockville, County of Leeds.				
(7) This Document Contains:				
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for:		
Additional: See Schedule <input type="checkbox"/>		Description <input type="checkbox"/>	Additional Parties <input type="checkbox"/>	Other <input checked="" type="checkbox"/>
(8) This Document provides as follows: See Schedule				
Continued on Schedule <input checked="" type="checkbox"/>				
(9) This Document relates to instrument number(s)				
(10) Party(ies) (Set out Status or Interest)				
Name(s)	Signature(s)	Date of Signature		
THE PUBLIC UTILITIES COMMISSION		Y	M	D
OF THE CITY OF BROCKVILLE				
by its solicitors				
HENDERSON, John E.	<i>John E. Henderson</i>	1986	11	06
(11) Address for Service c/o 61 King Street East, Brockville, Ontario, K6V 5V4.				
(12) Party(ies) (Set out Status or Interest)				
Name(s)	Signature(s)	Date of Signature		
		Y	M	D
(13) Address for Service				
(14) Municipal Address of Property not assigned		(15) Document Prepared by:		
		Henderson, Johnston, Fournier & Hammond, Barristers and Solicitors, 61 King Street East, Brockville, Ontario.		
		Fees and Tax		
		Registration Fee	\$16.00	
		Total	\$16.00	

day of SEPTEMBER

THIS AGREEMENT made in triplicate this 25TH
A. D., 1986.

B E T W E E N:

THE DACON CORPORATION LIMITED

(hereinafter called the "DEVELOPER")

of the FIRST PART,

- and -

THE PUBLIC UTILITIES COMMISSION OF
THE CITY OF BROCKVILLE,

(hereinafter called the "COMMISSION")

of the SECOND PART.

WHEREAS the Commission requires the use of underground electrical distribution systems by developers of new subdivisions in the City of Brockville and requires that the cost of such system shall be shared between the Commission and the Developer.

AND WHEREAS by agreement with The Corporation of the City of Brockville, the Developer has or will agree to pay all costs incurred to provide and install an approved street lighting system.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Commission to the Developer (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereby covenant and agree one with the other as follows:-

1. Definitions - In this Agreement:

(a) "Electrical Distribution System" shall mean equipment, wires, cables, conduits, transformers and ancillary equipment required and installed to provide an electrical supply to the lots and blocks which are to be developed. The electrical distribution system shall not include the service cable from the front lot line to the building on the lot.

(b) "Approved Street Lighting System" shall mean a Street Lighting System which is approved by the Commission and which conforms to C.S.A. recommended practices for the various types of areas in which the street lighting is being installed.

- (c) "Living Unit" shall mean a room or a suite containing more than one room, designed for or intended for use by an individual, or family, in which culinary and sanitary conveniences are provided for the exclusive use of such individual or family and with a private entrance from outside the building or from a common hallway or stairway inside or outside the building.
- (d) "Single Dwelling" shall mean a self-contained living unit located on a separate lot and intended for the exclusive use of one individual or one family.
- (e) "Semi-detached Dwelling" shall mean a self-contained living unit structurally connected to one other such unit located beside it on a lot containing not more than two such units.
- (f) "Duplex" shall mean the whole of a two storey building containing two living units one of which is located above the other and each of which shall have an independent entrance from inside or outside the building. A double duplex shall mean two attached duplexes.
- (g) "Apartment Building" shall mean a group of more than two living units contained within one structure constructed on one lot where the private entrances are from a common hallway or stairway either inside or outside of the building.
- (h) "Multi-housing Units" shall mean row type living units commonly referred to as Town Houses, Garden Homes, each consisting of a building not exceeding two stories in height with each structure containing more than two living units and each living unit having at least one private entrance from the outside directly accessible to outside grade level.
- (i) "Commercial Buildings" shall mean a structure intended for commercial use and not as a dwelling including but without limiting the generality of the foregoing; stores, office buildings, service stations, churches and schools.

For the purpose of this agreement a living unit contained within or attached to a commercial building shall be considered in the same manner as a living unit within an apartment building.

2. Where Effective

This agreement shall apply to all of the lands described in Schedule "A" attached hereto.

The agreement shall be registered on the title to the lands described in Schedule "A" attached hereto at the expense of the Developer.

3. Easements

The Developer, at its expense and in a form satisfactory to the Commission, shall grant the Commission such easements as shall be required by the Commission to facilitate the construction of an underground electrical distribution system and approved street lighting system to service the said lands. The grants of easements shall be registered by the Commission at its expense in the Registry Office for the County of Leeds. The Commission shall not be required to construct or permit the construction of the electrical distribution system or street lighting system until all easements required by the Commission have been so conveyed and registered.

4. Payments to the Commission

The Developer shall pay to the Commission as the Developer's share of the cost of the underground electrical distribution system and the cost of an approved street lighting system the sums hereinafter specified based upon the type, size and number of structures to be constructed.

The Developer shall not apply for and the City of Brockville shall not be bound to issue building permits for any structure intended to be erected on the lands described in Schedule "A" hereto and the Commission shall not be bound to commence construction of the distribution system or to supply electricity to service the said lands until the Developer has deposited with the Commission the appropriate sums of money based upon the type, size and number of structures to be constructed as set forth in the Developer's Notice of Intent to Commence Construction determined as follows:

(a) Single Family Dwelling Units

The sum of One Hundred and Twenty-Five Dollars (\$125.00) for each single family dwelling unit proposed which represents a partial payment of a total of Four Hundred and Forty-Five Dollars (\$445.00) which will be assessed for each single family dwelling unit constructed. The sum of Four Hundred and Forty-Five Dollars (\$445.00) includes the amount allocated for the supply of an approved street lighting system of One Hundred and Seventy Dollars (\$170.00) per single family dwelling unit.

(b) Semi-detached Dwelling Units

The sum of One Hundred and Twenty-Five Dollars (\$125.00) for each semi-detached dwelling unit proposed which represents a partial payment of a total of Three Hundred and Forty-Five Dollars (\$345.00) which will be

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assessed for each semi-detached dwelling unit constructed. The sum of Three Hundred and Forty-Five Dollars (\$345.00) includes the amount allocated for an approved street lighting system of Ninety Dollars (\$90.00) per semi-detached dwelling unit.

(c)

Duplexes and Double Duplexes

The sum of One Hundred and Seventy-Five Dollars (\$175.00) for each duplex proposed which represents a partial payment of a total of Four Hundred and Ninety-Five Dollars (\$495.00) which will be assessed for each duplex constructed. The sum of Four Hundred and Ninety-Five Dollars (495.00) includes the amount for an approved street lighting system of One Hundred and Seventy Dollars (\$170.00) per duplex. A double duplex shall be assessed Three Hundred and Twenty-Five Dollars (\$325.00) deposit of a total of Six Hundred and Fifty Dollars (\$650.00) for each double duplex of which an amount of One Hundred and Eighty Dollars (\$180.00) will be the amount for an approved street lighting system.

(d)

Apartment Buildings

An amount equal to one-third of the sum assessed against apartment buildings which sum shall be computed at the rate of Eleven Dollars and Fifty Cents (\$11.50) per one hundred (100) square feet of usable floor area. The floor area shall include those areas common to all living units within the apartment building such as halls, storage areas and laundry rooms but shall not include the areas occupied by stairways, stairwells or elevator shafts. The total charge does not include an allowance for the supply and installation of an approved street light system. The actual cost of the system shall be paid by the Developer upon completion of the street light system.

(e)

Multi-Housing Units

The sum of Seventy-Five Dollars (\$75.00) for each living unit contained within a Multi-housing unit structure, where the Multi-housing unit is supplied through one service entrance and the electrical energy is metered with one meter, which sum represents a partial payment of a total of Two Hundred and Twenty Dollars (\$220.00) which will be assessed for each living unit constructed in the Multi-housing unit, or:

The sum of One Hundred Dollars (\$100.00) for each living unit contained within a

Multi-housing unit where the living units are supplied through one or more separate service entrances and the electrical energy is metered separately for each living unit which sum shall represent a partial payment of a total of Two Hundred and Forty-Five Dollars (\$245.00) which will be assessed for each living unit constructed in the Multi-housing unit.

The total payments aforementioned, include an amount assessed for the supply and installation of an approved street lighting system of Eighty Dollars (\$80.00) per living unit.

(f)

Commercial Buildings

An amount equal to one third of the sum assessed against commercial buildings, which sum shall be computed on the basis of Eleven Dollars and Fifty Cents (\$11.50) per one hundred (100) square feet of usable floor area. The area shall be computed using the inside floor dimensions of the structure and shall be the total floor area with no exclusions.

The balance due in accordance with the aforementioned assessments shall become due and payable within thirty (30) days of receipt of notice from the Commission that the construction of the electrical distribution system necessary to satisfy the requirements of the development as set out in the applicable Notice of Intent to Commence Construction has commenced.

The assessments hereinbefore specified shall be subject to review by the Commission annually on the anniversary date of the date of this agreement and except as herein provided may be increased or decreased by the Commission as the Commission may in its absolute discretion deem advisable. Provided that the assessment for the then current contract year shall apply to and be unalterable with respect to the living units, not exceeding one hundred (100) in number, specified in any Notice of Intent to Commence Construction delivered to the Commission at least three (3) months prior to the end of the then current contract year and for which the required deposit has been paid to the Commission.

The Commission shall notify the Developer of its intention to review the assessments at least thirty (30) days prior to the end of the contract year and in default of notice the assessment shall remain unchanged for the next ensuing contract year.

5. Notice of Intent to Commence Construction

Notice of Intent to Commence Construction of residential or commercial structures shall be given by the Developer to the Commission in writing not less than 180 days before the construction is scheduled to start and shall contain the following:

- (a) a list of the lots or blocks to be developed,
- (b) the type and size and number of structures

to be constructed on lots or blocks to be developed.

Receipt of the Notice of Intent to Commence Construction in the prescribed manner does not obligate the Commission to provide electrical service when required, however the Commission will endeavour to provide electrical service, and subject to the provisions of Paragraph 7, will supply, if necessary, at the Developer's cost, temporary facilities to provide in the Commission's opinion, adequate service for construction purposes.

If upon the request of the Developer the Commission consents to commence construction of the electrical distribution system prior to the expiry of 180 days from receipt by the Commission of Notice of Intent to Commence Construction, the Developer shall pay to the Commission any additional costs incurred by the Commission as a result of the earlier commencement. The additional costs shall be estimated by the Commission and the Developer advised of the estimated amount before construction begins.

6. Orderly Development

If upon receipt by the Commission of a Notice of Intent to Commence Construction upon part of the lands described in Schedule "A" hereto, the Commission is of the opinion that the Developer is proceeding to develop the lands described in Schedule "A" hereto in stages in such manner that the cost of providing the electrical service to the area under development is thereby increased, the Commission may charge the Developer for any additional costs incurred by the Commission as a result of the manner of development. The additional cost shall be estimated by the Commission and the Developer advised of the estimated amount within 60 days of receipt by the Commission of the applicable Notice of Intent to Commence Construction.

7. Winter Work and Site Conditions

The Commission shall not be obligated to construct or install electrical distribution facilities during the period December 1st., to May 15th., of the year following. If temporary overhead facilities for construction purposes are required during the said period the Developer shall pay to the Commission all additional costs incurred as a result of the work being carried out during the said period. The additional costs shall be estimated by the Commission and the Developer advised of the estimated amount by the Commission and the Developer advised of the estimated amount before construction begins.

If, in the opinion of the Commission, the site conditions are not suitable for construction and installation of an electrical distribution system and/or street lighting system at any time, the Developer shall forthwith upon receipt of notice to that effect improve the site conditions so that construction and installation can proceed without delay and without additional cost to the Commission. If the Developer fails to improve the site conditions to the Commission's satisfaction the Commission may discontinue work until the site conditions are improved and/or charge the Developer for any additional cost.

incurred by the Commission as a result of the failure of the Developer to improve the site conditions as required.

8. Siting and Trenching

The Developer shall provide the Commission with an acceptable plan of sub-division, contour plan and grade plan showing the geological overburden following which the Commission will advise the Developer where the Commission will install the underground electrical distribution system. The Developer shall at his expense, locate, stake, grade, open and back-fill all trenches required for the electrical distribution system and supply sand back-fill as required for the trenches and any excavation for transformer units. The opening and closing of such trenches and any excavation for transformer units shall be arranged between the Developer and the Commission at a time and date satisfactory to the Commission. All trenching, excavation and sand back-filling is to be in accordance with the general specifications as revised from time to time issued by the Commission. The Commission shall be sole judge of the quality and acceptability of work performed, and work found unacceptable to the Commission shall be forthwith altered by the Developer so as to be acceptable to the Commission.

The trenches shall be so constructed and graded that when the final land grades of the sub-division are established, the cables in the trenches will be buried to a depth of thirty (30) inches. Where cables are found to deviate from the thirty (30) inches of buried depth by more than six (6) inches higher or lower, the Developer shall make such changes in land or trench grades as are necessary to correct the depth of bury.

9. Service Cables

Service connections for detached, semi-detached dwellings or individually supplied multi-housing units will be available at the centre of the front lot line. The service cable from the point of connection to the building structure will be supplied and installed by the Commission in a trench provided and back-filled by the Developer ~~at a cost of One Dollar per lineal foot of cable supplied.~~ at a cost of One Dollar per lineal foot of cable supplied.

Trenching and depth of bury of service cables will conform to the specifications set out for the electrical distribution system.

The cost of service cables of the high voltage type required to supply higher level distribution voltage to large apartment buildings or commercial premises will be determined by the Commission on an individual basis depending on location, electric loads, type of building and equipment required. The Developer agrees to supply such trench or trenches as may be required and the trench or trenches shall conform to all Commission Specifications.

10. Location Markers and Survey and Grade Stakes

The Developer shall place and maintain in place during construction such survey markers and location stakes as may be required for the location of the electrical distribution system within the assigned easements or proposed

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boulevards, shall provide and maintain satisfactory grades during construction of the system, shall assume liability for such loss, damage, or additional expenditure as may accrue to the Commission from its failure to accurately place and maintain such grades and survey markers, shall assume liability for damage caused by its construction forces to the electrical system and shall maintain any easement or cable route clear of mounds of earth and other obstruction during construction. All grades shall be completed to within six inches (6") of final grades prior to the start of construction and final grade or elevation stakes shall be placed at all locations if specified by the Commission.

11. Payment of Accounts and Lien

All sums payable by the Developer to the Commission shall be due and payable thirty (30) days from date of invoice and all overdue accounts shall bear interest at the rate of 1 1/2% per month from due date.

All payments to be made by the developer to the Commission under any of the provisions of this agreement shall form a lien or charge against the lands described in Schedule "A" hereto.

12. Prior Sale of Unserviced Land

All contracts of sale by the developer of any unserviced lands to which this Agreement applies shall contain a covenant by the Purchaser to comply with all of the provisions of this agreement and to exact a like covenant from its assigns.

13. Release Upon Completion

Upon payment of the sums as set out in this agreement and performance of the provisions and covenants herein, the Commission will execute and deliver releases to be prepared by the solicitors for the Commission at the expense of the Developer. A release signed by the Treasurer of the Commission under the Commission's corporate seal shall constitute a full and complete release to the Developer or its assigns of all charges created by this agreement against the lot or block for which the release is given.

Notwithstanding that a release is given for part of the lands described in Schedule "A" hereto, the remaining lands bound by this agreement from time to time shall stand charged with all payments to be made by the Developer to the Commission under any provision of this agreement whether such payments relate to the lands released or the remaining lands.

14. Notices

Any notice required or permitted to be given hereunder to the Developer may be given by letter addressed to the Developer at and mailed by registered mail, postage prepaid, or delivered to that address. Any notice required or permitted to be given hereunder to the Commission may be given by letter addressed to the Commission at 25 Front Ave. West, Brockville, Ontario, and mailed by registered mail, postage prepaid, or delivered to

that address. If mailed as aforesaid any such notice shall be deemed to have been given on the second business day following that upon which the letter containing the notice is posted.

15. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

16. Gender

Wherever the singular or neuter is used in this agreement it shall be construed as if the plural or the masculine or the feminine had been used, where the context or the party or parties so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

DATED this 25TH day of SEPTEMBER, 1986.

SIGNED, SEALED AND DELIVERED)

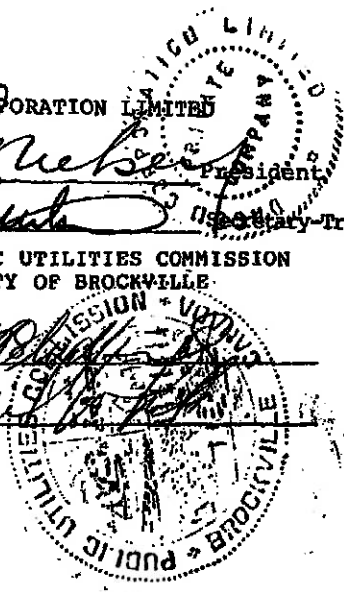
in the presence of:)

DACON CORPORATION LIMITED

[Signature] President
[Signature] Secretary-Treas.

THE PUBLIC UTILITIES COMMISSION
OF THE CITY OF BROCKVILLE
per

[Signature]
[Signature]



SCHEDULE "A"

Description of Lands Affected by this Agreement

Block "D", Registered Plan 329, City of Brockville,
County of Leeds.

APPENDIX 6

ontario.ca/PPS

Provincial Policy Statement, 2020

Under the *Planning Act*

Ontario 

PROVINCIAL POLICY STATEMENT, 2020

Approved by the Lieutenant Governor in Council, Order in Council No. 229/2020

This Provincial Policy Statement was issued under section 3 of the *Planning Act* and came into effect May 1, 2020. It replaces the Provincial Policy Statement issued April 30, 2014.

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Part I: Preamble

The Provincial Policy Statement provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land. It also supports the provincial goal to enhance the quality of life for all Ontarians.

The Provincial Policy Statement provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. The Provincial Policy Statement supports improved land use planning and management, which contributes to a more effective and efficient land use planning system.

The policies of the Provincial Policy Statement may be complemented by provincial plans or by locally-generated policies regarding matters of municipal interest. Provincial plans and municipal official plans provide a framework for comprehensive, integrated, place-based and long-term planning that supports and integrates the principles of strong communities, a clean and healthy environment and economic growth, for the long term.

Municipal official plans are the most important vehicle for implementation of this Provincial Policy Statement and for achieving comprehensive, integrated and long-term planning. Official plans shall identify provincial interests and set out appropriate land use designations and policies.

Official plans should also coordinate cross-boundary matters to complement the actions of other planning authorities and promote mutually beneficial solutions. Official plans shall provide clear, reasonable and attainable policies to protect provincial interests and direct development to suitable areas. In order to protect provincial interests, planning authorities shall keep their official plans up-to-date with this Provincial Policy Statement.

Zoning and development permit by-laws are also important for implementation of this Provincial Policy Statement. Planning authorities shall keep their zoning and development permit by-laws up-to-date with their official plans and this Provincial Policy Statement.

Land use planning is only one of the tools for implementing provincial interests. A wide range of legislation, regulations, policies and programs may apply to decisions with respect to *Planning Act* applications and affect planning matters, and assist in implementing these interests.

Within the Great Lakes – St. Lawrence River Basin, there may be circumstances where planning authorities should consider agreements related to the protection or restoration of the Great Lakes – St. Lawrence River Basin. Examples of these agreements include Great Lakes agreements between Ontario and Canada, between Ontario and Quebec and the Great Lakes States of the United States of America, and between Canada and the United States of America.

Part II: Legislative Authority

The Provincial Policy Statement is issued under the authority of section 3 of the *Planning Act* and came into effect on May 1, 2020.

In respect of the exercise of any authority that affects a planning matter, section 3 of the *Planning Act* requires that decisions affecting planning matters “shall be consistent with” policy statements issued under the Act.

Comments, submissions or advice that affect a planning matter that are provided by the council of a municipality, a local board, a planning board, a minister or ministry, board, commission or agency of the government “shall be consistent with” this Provincial Policy Statement.

Part III: How to Read the Provincial Policy Statement

The provincial policy-led planning system recognizes and addresses the complex inter-relationships among environmental, economic and social factors in land use planning. The Provincial Policy Statement supports a comprehensive, integrated and long-term approach to planning, and recognizes linkages among policy areas.

Read the Entire Provincial Policy Statement

The Provincial Policy Statement is more than a set of individual policies. It is to be read in its entirety and the relevant policies are to be applied to each situation. When more than one policy is relevant, a decision-maker should consider all of the relevant policies to understand how they work together. The language of each policy, including the Implementation and Interpretation policies, will assist decision-makers in understanding how the policies are to be implemented.

While specific policies sometimes refer to other policies for ease of use, these cross-references do not take away from the need to read the Provincial Policy Statement as a whole.

There is no implied priority in the order in which the policies appear.

Consider Specific Policy Language

When applying the Provincial Policy Statement it is important to consider the specific language of the policies. Each policy provides direction on how it is to be implemented, how it is situated within the broader Provincial Policy Statement, and how it relates to other policies.

Some policies set out positive directives, such as “settlement areas shall be the focus of growth and development.” Other policies set out limitations and prohibitions, such as “development and site alteration shall not be permitted.” Other policies use enabling or supportive language, such as “should,” “promote” and “encourage.”

The choice of language is intended to distinguish between the types of policies and the nature of implementation. There is some discretion when applying a policy with enabling or supportive language in contrast to a policy with a directive, limitation or prohibition.

Geographic Scale of Policies

The Provincial Policy Statement recognizes the diversity of Ontario and that local context is important. Policies are outcome-oriented, and some policies provide flexibility in their implementation provided that provincial interests are upheld.

While the Provincial Policy Statement is to be read as a whole, not all policies will be applicable to every site, feature or area. The Provincial Policy Statement applies at a range of geographic scales.

Some of the policies refer to specific areas or features and can only be applied where these features or areas exist. Other policies refer to planning objectives that need to be considered in the context of the municipality or planning area as a whole, and are not necessarily applicable to a specific site or development proposal.

Policies Represent Minimum Standards

The policies of the Provincial Policy Statement represent minimum standards.

Within the framework of the provincial policy-led planning system, planning authorities and decision-makers may go beyond these minimum standards to address matters of importance to a specific community, unless doing so would conflict with any policy of the Provincial Policy Statement.

Defined Terms and Meanings

Except for references to legislation which are italicized, other italicized terms in the Provincial Policy Statement are defined in the Definitions section. For non-italicized terms, the normal meaning of the word applies. Terms may be italicized only in specific policies; for these terms, the defined meaning applies where they are italicized and the normal meaning applies where they are not italicized. Defined terms in the Definitions section are intended to capture both singular and plural forms of these terms in the policies.

Guidance Material

Guidance material and technical criteria may be issued from time to time to assist planning authorities and decision-makers with implementing the policies of the Provincial Policy Statement. Information, technical criteria and approaches outlined in guidance material are meant to support but not add to or detract from the policies of the Provincial Policy Statement.

Relationship with Provincial Plans

The Provincial Policy Statement provides overall policy directions on matters of provincial interest related to land use planning and development in Ontario, and applies province-wide, except where this policy statement or another provincial plan provides otherwise.

Provincial plans, such as the Greenbelt Plan, A Place to Grow: Growth Plan for the Greater Golden Horseshoe and the Growth Plan for Northern Ontario, build upon the policy foundation provided by the Provincial Policy Statement. They provide additional land use planning policies to address issues facing specific geographic areas in Ontario.

Provincial plans are to be read in conjunction with the Provincial Policy Statement. They take precedence over the policies of the Provincial Policy Statement to the extent of any conflict, except where the relevant legislation provides otherwise.

Where the policies of provincial plans address the same, similar, related, or overlapping matters as the policies of the Provincial Policy Statement, applying the more specific policies of the provincial plan satisfies the more general requirements of the Provincial Policy Statement. In contrast, where matters addressed in the Provincial Policy Statement do not overlap with policies in provincial plans, the policies in the Provincial Policy Statement must be independently satisfied.

Land use planning decisions made by municipalities, planning boards, the Province, or a commission or agency of the government must be consistent with the Provincial Policy Statement. Where provincial plans are in effect, planning decisions must conform or not conflict with them, as the case may be.

Part IV: Vision for Ontario's Land Use Planning System

The long-term prosperity and social well-being of Ontario depends upon planning for strong, sustainable and resilient communities for people of all ages, a clean and healthy environment, and a strong and competitive economy.

Ontario is a vast province with diverse urban, rural and northern communities which may face different challenges related to diversity in population, economic activity, pace of growth and physical and natural conditions. Some areas face challenges related to maintaining population and diversifying their economy, while other areas face challenges related to accommodating and managing the development and population growth which is occurring, while protecting important resources and the quality of the natural environment.

The Province's rich cultural diversity is one of its distinctive and defining features. Indigenous communities have a unique relationship with the land and its resources, which continues to shape the history and economy of the Province today. Ontario recognizes the unique role Indigenous communities have in land use planning and development, and the contribution of Indigenous communities' perspectives and traditional knowledge to land use planning decisions. The Province recognizes the importance of consulting with Aboriginal communities on planning matters that may affect their section 35 Aboriginal or treaty rights. Planning authorities are encouraged to build constructive, cooperative relationships through meaningful engagement with Indigenous communities to facilitate knowledge-sharing in land use planning processes and inform decision-making.

The Provincial Policy Statement focuses growth and development within urban and rural settlement areas while supporting the viability of rural areas. It recognizes that the wise management of land use change may involve directing, promoting or sustaining development. Land use must be carefully managed to accommodate appropriate development to meet the full range of current and future needs, while achieving efficient development patterns and avoiding significant or sensitive resources and areas which may pose a risk to public health and safety. Planning authorities are encouraged to permit and facilitate a range of housing options, including new development as well as residential intensification, to respond to current and future needs.

Efficient development patterns optimize the use of land, resources and public investment in infrastructure and public service facilities. These land use patterns promote a mix of housing, including affordable housing, employment, recreation, parks and open spaces, and transportation choices that increase the use of active transportation and transit before other modes of travel. They support the financial well-being of the Province and municipalities over the long term, and minimize the undesirable effects of development, including impacts on air, water and other resources. They also permit better adaptation and response to the impacts of a changing climate, which will vary from region to region.

Strong, liveable and healthy communities promote and enhance human health and social well-being, are economically and environmentally sound, and are resilient to climate change.

The Province's natural heritage resources, water resources, including the Great Lakes, agricultural resources, mineral resources, and cultural heritage and archaeological resources provide important environmental, economic and social benefits. The wise use and management of these resources over the long term is a key provincial interest. The Province must ensure that its resources are managed in a sustainable way to conserve biodiversity, protect essential ecological processes and public health and safety, provide for the production of food and fibre, minimize environmental and social impacts, provide for recreational opportunities (e.g. fishing, hunting and hiking) and meet its long-term needs.

It is equally important to protect the overall health and safety of the population, including preparing for the impacts of a changing climate. The Provincial Policy Statement directs development away from areas of natural and human-made hazards. This preventative approach supports provincial and municipal financial well-being over the long term, protects public health and safety, and minimizes cost, risk and social disruption.

Taking action to conserve land and resources avoids the need for costly remedial measures to correct problems and supports economic and environmental principles.

Strong communities, a clean and healthy environment and a strong economy are inextricably linked. Long-term prosperity, human and environmental health and social well-being should take precedence over short-term considerations.

The fundamental principles set out in the Provincial Policy Statement apply throughout Ontario. To support our collective well-being, now and in the future, all land use must be well managed.

Part V: Policies

1.0 Building Strong Healthy Communities

Ontario is a vast province with urban, rural, and northern communities with diversity in population, economic activities, pace of growth, service levels and physical and natural conditions. Ontario's long-term prosperity, environmental health and social well-being depend on wisely managing change and promoting efficient land use and development patterns. Efficient land use and development patterns support sustainability by promoting strong, liveable, healthy and resilient communities, protecting the environment and public health and safety, and facilitating economic growth.

Accordingly:

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) avoiding development and land use patterns that would prevent the efficient expansion of *settlement areas* in those areas which are adjacent or close to *settlement areas*;
- e) promoting the integration of land use planning, growth management, *transit-supportive* development, *intensification* and *infrastructure* planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;
- f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society;
- g) ensuring that necessary *infrastructure* and *public service facilities* are or will be available to meet current and projected needs;
- h) promoting development and land use patterns that conserve biodiversity;
and
- i) preparing for the regional and local impacts of a changing climate.

- 1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years, informed by provincial guidelines. However, where an alternate time period has been established for specific areas of the Province as a result of a provincial planning exercise or a *provincial plan*, that time frame may be used for municipalities within the area.

Within *settlement areas*, sufficient land shall be made available through *intensification* and *redevelopment* and, if necessary, *designated growth areas*.

Nothing in policy 1.1.2 limits the planning for *infrastructure*, *public service facilities* and *employment areas* beyond a 25-year time horizon.

1.1.3 Settlement Areas

Settlement areas are urban areas and rural settlement areas, and include cities, towns, villages and hamlets. Ontario's settlement areas vary significantly in terms of size, density, population, economic activity, diversity and intensity of land uses, service levels, and types of infrastructure available.

The vitality and regeneration of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.

- 1.1.3.1 *Settlement areas* shall be the focus of growth and development.
- 1.1.3.2 Land use patterns within *settlement areas* shall be based on densities and a mix of land uses which:
- a) efficiently use land and resources;
 - b) are appropriate for, and efficiently use, the *infrastructure* and *public service facilities* which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - c) minimize negative impacts to air quality and climate change, and promote energy efficiency;
 - d) prepare for the *impacts of a changing climate*;
 - e) support *active transportation*;
 - f) are *transit-supportive*, where transit is planned, exists or may be developed; and
 - g) are *freight-supportive*.

Land use patterns within *settlement areas* shall also be based on a range of uses and opportunities for *intensification* and *redevelopment* in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

- 1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for *transit-supportive* development, accommodating a significant supply and range of *housing options* through *intensification* and *redevelopment* where this can be accommodated taking into account existing building stock or areas, including *brownfield sites*, and the availability of suitable existing or planned *infrastructure* and *public service facilities* required to accommodate projected needs.
- 1.1.3.4 Appropriate development standards should be promoted which facilitate *intensification*, *redevelopment* and compact form, while avoiding or mitigating risks to public health and safety.
- 1.1.3.5 Planning authorities shall establish and implement minimum targets for *intensification* and *redevelopment* within built-up areas, based on local conditions. However, where provincial targets are established through *provincial plans*, the provincial target shall represent the minimum target for affected areas.
- 1.1.3.6 New development taking place in *designated growth areas* should occur adjacent to the existing built-up area and should have a compact form, mix of uses and densities that allow for the efficient use of land, *infrastructure* and *public service facilities*.
- 1.1.3.7 Planning authorities should establish and implement phasing policies to ensure:
- a) that specified targets for *intensification* and *redevelopment* are achieved prior to, or concurrent with, new development within *designated growth areas*; and
 - b) the orderly progression of development within *designated growth areas* and the timely provision of the *infrastructure* and *public service facilities* required to meet current and projected needs.
- 1.1.3.8 A planning authority may identify a *settlement area* or allow the expansion of a *settlement area* boundary only at the time of a *comprehensive review* and only where it has been demonstrated that:
- a) sufficient opportunities to accommodate growth and to satisfy market demand are not available through *intensification*, *redevelopment* and *designated growth areas* to accommodate the projected needs over the identified planning horizon;
 - b) the *infrastructure* and *public service facilities* which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;
 - c) in *prime agricultural areas*:
 - 1. the lands do not comprise *specialty crop areas*;
 - 2. alternative locations have been evaluated, and

- i. there are no reasonable alternatives which avoid *prime agricultural areas*; and
- ii. there are no reasonable alternatives on lower priority agricultural lands in *prime agricultural areas*;
- d) the new or expanding *settlement area* is in compliance with the *minimum distance separation formulae*; and
- e) impacts from new or expanding *settlement areas* on agricultural operations which are adjacent or close to the *settlement area* are mitigated to the extent feasible.

In undertaking a *comprehensive review*, the level of detail of the assessment should correspond with the complexity and scale of the settlement boundary expansion or development proposal.

1.1.3.9 Notwithstanding policy 1.1.3.8, municipalities may permit adjustments of *settlement area* boundaries outside a *comprehensive review* provided:

- a) there would be no net increase in land within the *settlement areas*;
- b) the adjustment would support the municipality's ability to meet *intensification* and *redevelopment* targets established by the municipality;
- c) *prime agricultural areas* are addressed in accordance with 1.1.3.8 (c), (d) and (e); and
- d) the *settlement area* to which lands would be added is appropriately serviced and there is sufficient reserve *infrastructure* capacity to service the lands.

1.1.4 Rural Areas in Municipalities

Rural areas are important to the economic success of the Province and our quality of life. Rural areas are a system of lands that may include rural settlement areas, rural lands, prime agricultural areas, natural heritage features and areas, and other resource areas. Rural areas and urban areas are interdependent in terms of markets, resources and amenities. It is important to leverage rural assets and amenities and protect the environment as a foundation for a sustainable economy.

Ontario's rural areas have diverse population levels, natural resources, geographies and physical characteristics, and economies. Across rural Ontario, local circumstances vary by region. For example, northern Ontario's natural environment and vast geography offer different opportunities than the predominately agricultural areas of southern regions of the Province.

1.1.4.1 Healthy, integrated and viable *rural areas* should be supported by:

- a) building upon rural character, and leveraging rural amenities and assets;
- b) promoting regeneration, including the redevelopment of *brownfield sites*;
- c) accommodating an appropriate range and mix of housing in rural *settlement areas*;
- d) encouraging the conservation and *redevelopment* of existing rural housing stock on *rural lands*;
- e) using rural *infrastructure* and *public service facilities* efficiently;

- f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;
- g) providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets;
- h) conserving biodiversity and considering the ecological benefits provided by nature; and
- i) providing opportunities for economic activities in *prime agricultural areas*, in accordance with policy 2.3.

1.1.4.2 In *rural areas*, *rural settlement areas* shall be the focus of growth and development and their vitality and regeneration shall be promoted.

1.1.4.3 When directing development in *rural settlement areas* in accordance with policy 1.1.3, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

1.1.4.4 Growth and development may be directed to *rural lands* in accordance with policy 1.1.5, including where a municipality does not have a *settlement area*.

1.1.5 Rural Lands in Municipalities

1.1.5.1 When directing development on *rural lands*, a planning authority shall apply the relevant policies of Section 1: Building Strong Healthy Communities, as well as the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.

1.1.5.2 On *rural lands* located in municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource-based recreational uses (including recreational dwellings);
- c) residential development, including lot creation, that is locally appropriate;
- d) *agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices*, in accordance with provincial standards;
- e) home occupations and home industries;
- f) cemeteries; and
- g) other rural land uses.

1.1.5.3 Recreational, tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

1.1.5.5 Development shall be appropriate to the *infrastructure* which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this *infrastructure*.

- 1.1.5.6 Opportunities should be retained to locate new or expanding land uses that require separation from other uses.
- 1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.
- 1.1.5.8 New land uses, including the creation of lots, and new or expanding livestock facilities, shall comply with the *minimum distance separation formulae*.

1.1.6 Territory Without Municipal Organization

- 1.1.6.1 On *rural lands* located in territory without municipal organization, the focus of development activity shall be related to the sustainable management or use of resources and resource-based recreational uses (including recreational dwellings).
- 1.1.6.2 Development shall be appropriate to the *infrastructure* which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this *infrastructure*.
- 1.1.6.3 The establishment of new permanent townsites shall not be permitted.
- 1.1.6.4 In areas adjacent to and surrounding municipalities, only development that is related to the sustainable management or use of resources and resource-based recreational uses (including recreational dwellings) shall be permitted. Other uses may only be permitted if:
 - a) the area forms part of a planning area;
 - b) the necessary *infrastructure* and *public service facilities* are planned or available to support the development and are financially viable over their life cycle; and
 - c) it has been determined, as part of a *comprehensive review*, that the impacts of development will not place an undue strain on the *public service facilities* and *infrastructure* provided by adjacent municipalities, regions and/or the Province.

1.2 Coordination

- 1.2.1 A coordinated, integrated and comprehensive approach should be used when dealing with planning matters within municipalities, across lower, single and/or upper-tier municipal boundaries, and with other orders of government, agencies and boards including:
 - a) managing and/or promoting growth and development that is integrated with *infrastructure* planning;
 - b) economic development strategies;

- c) managing natural heritage, water, agricultural, mineral, and cultural heritage and archaeological resources;
- d) *infrastructure, multimodal transportation systems, public service facilities and waste management systems*;
- e) ecosystem, shoreline, watershed, and Great Lakes related issues;
- f) natural and human-made hazards;
- g) population, housing and employment projections, based on *regional market areas*; and
- h) addressing housing needs in accordance with provincial policy statements such as the Policy Statement: Service Manager Housing and Homelessness Plans.

1.2.2 Planning authorities shall engage with Indigenous communities and coordinate on land use planning matters.

1.2.3 Planning authorities should coordinate emergency management and other economic, environmental and social planning considerations to support efficient and resilient communities.

1.2.4 Where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with lower-tier municipalities shall:

- a) identify and allocate population, housing and employment projections for lower-tier municipalities. Allocations and projections by upper-tier municipalities shall be based on and reflect *provincial plans* where these exist and informed by provincial guidelines;
- b) identify areas where growth or development will be directed, including the identification of nodes and the corridors linking these nodes;
- c) identify targets for *intensification* and *redevelopment* within all or any of the lower-tier municipalities, including minimum targets that should be met before expansion of the boundaries of *settlement areas* is permitted in accordance with policy 1.1.3.8;
- d) where major transit corridors exist or are to be developed, identify density targets for areas adjacent or in proximity to these corridors and stations, including minimum targets that should be met before expansion of the boundaries of *settlement areas* is permitted in accordance with policy 1.1.3.8; and
- e) provide policy direction for the lower-tier municipalities on matters that cross municipal boundaries.

1.2.5 Where there is no upper-tier municipality, planning authorities shall ensure that policy 1.2.4 is addressed as part of the planning process, and should coordinate these matters with adjacent planning authorities.

1.2.6 Land Use Compatibility

1.2.6.1 *Major facilities and sensitive land uses* shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential *adverse effects* from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of *major facilities* in accordance with provincial guidelines, standards and procedures.

1.2.6.2 Where avoidance is not possible in accordance with policy 1.2.6.1, planning authorities shall protect the long-term viability of existing or planned industrial, manufacturing or other uses that are vulnerable to encroachment by ensuring that the planning and *development* of proposed adjacent *sensitive land uses* are only permitted if the following are demonstrated in accordance with provincial guidelines, standards and procedures:

- a) there is an identified need for the proposed use;
- b) alternative locations for the proposed use have been evaluated and there are no reasonable alternative locations;
- c) *adverse effects* to the proposed *sensitive land use* are minimized and mitigated; and
- d) potential impacts to industrial, manufacturing or other uses are minimized and mitigated.

1.3 Employment

1.3.1 Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
- d) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities, with consideration of housing policy 1.4; and
- e) ensuring the necessary *infrastructure* is provided to support current and projected needs.

1.3.2 Employment Areas

1.3.2.1 Planning authorities shall plan for, protect and preserve *employment areas* for current and future uses and ensure that the necessary *infrastructure* is provided to support current and projected needs.

1.3.2.2 At the time of the official plan review or update, planning authorities should assess *employment areas* identified in local official plans to ensure that this designation is appropriate to the planned function of the *employment area*.

Employment areas planned for industrial and manufacturing uses shall provide for separation or mitigation from *sensitive land uses* to maintain the long-term operational and economic viability of the planned uses and function of these areas.

1.3.2.3 Within *employment areas* planned for industrial or manufacturing uses, planning authorities shall prohibit residential uses and prohibit or limit other *sensitive land uses* that are not ancillary to the primary employment uses in order to maintain land use compatibility.

Employment areas planned for industrial or manufacturing uses should include an appropriate transition to adjacent non-*employment areas*.

1.3.2.4 Planning authorities may permit conversion of lands within *employment areas* to non-employment uses through a *comprehensive review*, only where it has been demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion.

1.3.2.5 Notwithstanding policy 1.3.2.4, and until the official plan review or update in policy 1.3.2.4 is undertaken and completed, lands within existing *employment areas* may be converted to a designation that permits non-employment uses provided the area has not been identified as provincially significant through a provincial plan exercise or as regionally significant by a regional economic development corporation working together with affected upper and single-tier municipalities and subject to the following:

- a) there is an identified need for the conversion and the land is not required for employment purposes over the long term;
- b) the proposed uses would not adversely affect the overall viability of the *employment area*; and
- c) existing or planned *infrastructure* and *public service facilities* are available to accommodate the proposed uses.

1.3.2.6 Planning authorities shall protect *employment areas* in proximity to *major goods movement facilities and corridors* for employment uses that require those locations.

1.3.2.7 Planning authorities may plan beyond 25 years for the long-term protection of employment areas provided lands are not designated beyond the planning horizon identified in policy 1.1.2.

1.4 Housing

1.4.1 To provide for an appropriate range and mix of *housing options* and densities required to meet projected requirements of current and future residents of the *regional market area*, planning authorities shall:

- a) maintain at all times the ability to accommodate residential growth for a minimum of 15 years through *residential intensification* and *redevelopment* and, if necessary, lands which are *designated and available* for residential development; and
- b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

Upper-tier and single-tier municipalities may choose to maintain land with servicing capacity sufficient to provide at least a five-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

1.4.2 Where planning is conducted by an upper-tier municipality:

- a) the land and unit supply maintained by the lower-tier municipality identified in policy 1.4.1 shall be based on and reflect the allocation of population and units by the upper-tier municipality; and
- b) the allocation of population and units by the upper-tier municipality shall be based on and reflect *provincial plans* where these exist.

1.4.3 Planning authorities shall provide for an appropriate range and mix of *housing options* and densities to meet projected market-based and affordable housing needs of current and future residents of the *regional market area* by:

- a) establishing and implementing minimum targets for the provision of housing which is *affordable to low and moderate income households* and which aligns with applicable housing and homelessness plans. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;
- b) permitting and facilitating:
 - 1. all *housing options* required to meet the social, health, economic and well-being requirements of current and future residents, including *special needs* requirements and needs arising from demographic changes and employment opportunities; and
 - 2. all types of *residential intensification*, including additional residential units, and *redevelopment* in accordance with policy 1.1.3.3;

- c) directing the development of new housing towards locations where appropriate levels of *infrastructure* and *public service facilities* are or will be available to support current and projected needs;
- d) promoting densities for new housing which efficiently use land, resources, *infrastructure* and *public service facilities*, and support the use of *active transportation* and transit in areas where it exists or is to be developed;
- e) requiring *transit-supportive* development and prioritizing *intensification*, including potential air rights development, in proximity to transit, including corridors and stations; and
- f) establishing development standards for *residential intensification*, *redevelopment* and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

1.5 Public Spaces, Recreation, Parks, Trails and Open Space

1.5.1 Healthy, active communities should be promoted by:

- a) planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate *active transportation* and community connectivity;
- b) planning and providing for a full range and equitable distribution of publicly-accessible built and natural settings for *recreation*, including facilities, parklands, public spaces, open space areas, trails and linkages, and, where practical, water-based resources;
- c) providing opportunities for public access to shorelines; and
- d) recognizing provincial parks, conservation reserves, and other protected areas, and minimizing negative impacts on these areas.

1.6 Infrastructure and Public Service Facilities

1.6.1 *Infrastructure* and *public service facilities* shall be provided in an efficient manner that prepares for the *impacts of a changing climate* while accommodating projected needs.

Planning for *infrastructure* and *public service facilities* shall be coordinated and integrated with land use planning and growth management so that they are:

- a) financially viable over their life cycle, which may be demonstrated through asset management planning; and
- b) available to meet current and projected needs.

1.6.2 Planning authorities should promote *green infrastructure* to complement *infrastructure*.

- 1.6.3 Before consideration is given to developing new *infrastructure and public service facilities*:
- a) the use of existing *infrastructure and public service facilities* should be optimized; and
 - b) opportunities for adaptive re-use should be considered, wherever feasible.
- 1.6.4 *Infrastructure and public service facilities* should be strategically located to support the effective and efficient delivery of emergency management services, and to ensure the protection of public health and safety in accordance with the policies in Section 3.0: Protecting Public Health and Safety.
- 1.6.5 *Public service facilities* should be co-located in community hubs, where appropriate, to promote cost-effectiveness and facilitate service integration, access to transit and *active transportation*.

1.6.6 Sewage, Water and Stormwater

1.6.6.1 Planning for *sewage and water services* shall:

- a) accommodate forecasted growth in a manner that promotes the efficient use and optimization of existing:
 - 1. *municipal sewage services and municipal water services*; and
 - 2. *private communal sewage services and private communal water services*, where *municipal sewage services and municipal water services* are not available or feasible;
- b) ensure that these systems are provided in a manner that:
 - 1. can be sustained by the water resources upon which such services rely;
 - 2. prepares for the *impacts of a changing climate*;
 - 3. is feasible and financially viable over their lifecycle; and
 - 4. protects human health and safety, and the natural environment;
- c) promote water conservation and water use efficiency;
- d) integrate servicing and land use considerations at all stages of the planning process; and
- e) be in accordance with the servicing hierarchy outlined through policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5. For clarity, where *municipal sewage services and municipal water services* are not available, planned or feasible, planning authorities have the ability to consider the use of the servicing options set out through policies 1.6.6.3, 1.6.6.4, and 1.6.6.5 provided that the specified conditions are met.

- 1.6.6.2 *Municipal sewage services and municipal water services* are the preferred form of servicing for *settlement areas* to support protection of the environment and minimize potential risks to human health and safety. Within *settlement areas* with existing *municipal sewage services and municipal water services*, *intensification* and *redevelopment* shall be promoted wherever feasible to optimize the use of the services.

1.6.6.3 Where *municipal sewage services* and *municipal water services* are not available, planned or feasible, *private communal sewage services* and *private communal water services* are the preferred form of servicing for multi-unit/lot *development* to support protection of the environment and minimize potential risks to human health and safety.

1.6.6.4 Where *municipal sewage services* and *municipal water services* or *private communal sewage services* and *private communal water services* are not available, planned or feasible, *individual on-site sewage services* and *individual on-site water services* may be used provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*. In *settlement areas*, *individual on-site sewage services* and *individual on-site water services* may be used for infilling and minor rounding out of existing development.

At the time of the official plan review or update, planning authorities should assess the long-term impacts of *individual on-site sewage services* and *individual on-site water services* on the environmental health and the character of rural *settlement areas*. Where planning is conducted by an upper-tier municipality, the upper-tier municipality should work with lower-tier municipalities at the time of the official plan review or update to assess the long-term impacts of *individual on-site sewage services* and *individual on-site water services* on the environmental health and the desired character of rural *settlement areas* and the feasibility of other forms of servicing set out in policies 1.6.6.2 and 1.6.6.3.

1.6.6.5 *Partial services* shall only be permitted in the following circumstances:

- a) where they are necessary to address failed *individual on-site sewage services* and *individual on-site water services* in existing development; or
- b) within *settlement areas*, to allow for infilling and minor rounding out of existing development on *partial services* provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*.

Where *partial services* have been provided to address failed services in accordance with subsection (a), infilling on existing lots of record in *rural areas* in municipalities may be permitted where this would represent a logical and financially viable connection to the existing *partial service* and provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*. In accordance with subsection (a), the extension of *partial services* into *rural areas* is only permitted to address failed *individual on-site sewage* and *individual on-site water services* for existing development.

1.6.6.6 Subject to the hierarchy of services provided in policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5, planning authorities may allow lot creation only if there is confirmation of sufficient *reserve sewage system capacity* and *reserve water system capacity* within *municipal sewage services* and *municipal water services* or *private communal sewage services* and *private communal water services*. The determination of

sufficient *reserve sewage system capacity* shall include treatment capacity for hauled sewage from *private communal sewage services* and *individual on-site sewage services*.

1.6.6.7 Planning for stormwater management shall:

- a) be integrated with planning for *sewage and water services* and ensure that systems are optimized, feasible and financially viable over the long term;
- b) minimize, or, where possible, prevent increases in contaminant loads;
- c) minimize erosion and changes in water balance, and prepare for the *impacts of a changing climate* through the effective management of stormwater, including the use of *green infrastructure*;
- d) mitigate risks to human health, safety, property and the environment;
- e) maximize the extent and function of vegetative and pervious surfaces; and
- f) promote stormwater management best practices, including stormwater attenuation and re-use, water conservation and efficiency, and low impact development.

1.6.7 Transportation Systems

1.6.7.1 *Transportation systems* should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs.

1.6.7.2 Efficient use should be made of existing and planned *infrastructure*, including through the use of *transportation demand management* strategies, where feasible.

1.6.7.3 As part of a *multimodal transportation system*, connectivity within and among *transportation systems* and modes should be maintained and, where possible, improved including connections which cross jurisdictional boundaries.

1.6.7.4 A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and *active transportation*.

1.6.8 Transportation and Infrastructure Corridors

1.6.8.1 Planning authorities shall plan for and protect corridors and rights-of-way for *infrastructure*, including transportation, transit and electricity generation facilities and transmission systems to meet current and projected needs.

1.6.8.2 *Major goods movement facilities and corridors* shall be protected for the long term.

1.6.8.3 Planning authorities shall not permit *development* in *planned corridors* that could preclude or negatively affect the use of the corridor for the purpose(s) for which it was identified.

New *development* proposed on *adjacent lands* to existing or *planned corridors* and transportation facilities should be compatible with, and supportive of, the long-term purposes of the corridor and should be designed to avoid, mitigate or minimize negative impacts on and from the corridor and transportation facilities.

- 1.6.8.4 The preservation and reuse of abandoned corridors for purposes that maintain the corridor's integrity and continuous linear characteristics should be encouraged, wherever feasible.
- 1.6.8.5 The co-location of linear *infrastructure* should be promoted, where appropriate.
- 1.6.8.6 When planning for corridors and rights-of-way for significant transportation, electricity transmission, and *infrastructure* facilities, consideration will be given to the significant resources in Section 2: Wise Use and Management of Resources.

1.6.9 Airports, Rail and Marine Facilities

- 1.6.9.1 Planning for land uses in the vicinity of *airports*, *rail facilities* and *marine facilities* shall be undertaken so that:
 - a) their long-term operation and economic role is protected; and
 - b) *airports*, *rail facilities* and *marine facilities* and *sensitive land uses* are appropriately designed, buffered and/or separated from each other, in accordance with policy 1.2.6.
- 1.6.9.2 *Airports* shall be protected from incompatible land uses and development by:
 - a) prohibiting new residential *development* and other sensitive land uses in areas near *airports* above 30 NEF/NEP;
 - b) considering redevelopment of existing residential uses and other sensitive land uses or infilling of residential and other sensitive land uses in areas above 30 NEF/NEP only if it has been demonstrated that there will be no negative impacts on the long-term function of the *airport*; and
 - c) discouraging land uses which may cause a potential aviation safety hazard.

1.6.10 Waste Management

- 1.6.10.1 *Waste management systems* need to be provided that are of an appropriate size and type to accommodate present and future requirements, and facilitate, encourage and promote reduction, reuse and recycling objectives.

Waste management systems shall be located and designed in accordance with provincial legislation and standards.

1.6.11 Energy Supply

- 1.6.11.1 Planning authorities should provide opportunities for the development of energy supply including electricity generation facilities and transmission and distribution systems, district energy, and *renewable energy systems* and *alternative energy systems*, to accommodate current and projected needs.

1.7 Long-Term Economic Prosperity

- 1.7.1 Long-term economic prosperity should be supported by:

- a) promoting opportunities for economic development and community investment-readiness;
- b) encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of *housing options* for a diverse workforce;
- c) optimizing the long-term availability and use of land, resources, *infrastructure* and *public service facilities*;
- d) maintaining and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- e) encouraging a sense of place, by promoting well-designed built form and cultural planning, and by conserving features that help define character, including *built heritage resources* and *cultural heritage landscapes*;
- f) promoting the redevelopment of *brownfield sites*;
- g) providing for an efficient, cost-effective, reliable *multimodal transportation system* that is integrated with adjacent systems and those of other jurisdictions, and is appropriate to address projected needs to support the movement of goods and people;
- h) providing opportunities for sustainable tourism development;
- i) sustaining and enhancing the viability of the *agricultural system* through protecting agricultural resources, minimizing land use conflicts, providing opportunities to support local food, and maintaining and improving the *agri-food network*;
- j) promoting energy conservation and providing opportunities for increased energy supply;
- k) minimizing negative impacts from a changing climate and considering the ecological benefits provided by nature; and
- l) encouraging efficient and coordinated communications and telecommunications infrastructure.

1.8 Energy Conservation, Air Quality and Climate Change

- 1.8.1 Planning authorities shall support energy conservation and efficiency, improved air quality, reduced greenhouse gas emissions, and preparing for the *impacts of a changing climate* through land use and development patterns which:

- a) promote compact form and a structure of nodes and corridors;
- b) promote the use of *active transportation* and transit in and between residential, employment (including commercial and industrial) and institutional uses and other areas;
- c) focus major employment, commercial and other travel-intensive land uses on sites which are well served by transit where this exists or is to be developed, or designing these to facilitate the establishment of transit in the future;
- d) focus freight-intensive land uses to areas well served by major highways, *airports, rail facilities and marine facilities*;
- e) encourage *transit-supportive* development and *intensification* to improve the mix of employment and housing uses to shorten commute journeys and decrease transportation congestion;
- f) promote design and orientation which maximizes energy efficiency and conservation, and considers the mitigating effects of vegetation and *green infrastructure*; and
- g) maximize vegetation within *settlement areas*, where feasible.

APPENDIX 7

In September 2008, the City of Brockville began a process to prepare its new Official Plan. The new Official Plan replaces the existing Official Plan, which was approved by the Province in 1988. The new Plan incorporates the results of a comprehensive visioning and strategic planning exercise to address a number of recent issues and new challenges facing the City. The Plan guides Council in the consideration of their responsibilities, and provides direction and certainty to the citizens and businesses of the City of Brockville.

1.1.1 A VIEW OF BROCKVILLE

The City of Brockville is one of the oldest Cities in Ontario. With a rich cultural and architectural history, the City provides a combination of historic buildings, an attractive downtown, a bustling retail area, a variety of affordable accommodation, and access to extraordinary recreation, education and community amenities. It is clear that Brockville contains uniquely distinguishable features in its streets, buildings, open spaces and land use patterns.

Maps and photographs from as early as 1816 illustrate the relationship of Brockville to the St. Lawrence River waterfront and its vibrant past through a well established grid pattern and a network of main and secondary streets which accommodate some of the Province’s oldest buildings. The historic nature of the Downtown and Central Waterfront Area sets a precedent to preserve cultural heritage features, such as the Court House and Square, City Hall and King Street, which attests to the importance of Brockville’s past. The traditional main street character, typified by King Street, facilitates a variety of commercial, retail and residential uses, inherently pedestrian-oriented in form and scale. The rich architectural character of downtown Brockville reinforces the unique views and vistas of the community, and contributes to a high standard of built form and public spaces. The City truly provides a high quality environment in which to live, work and play.

At the same time, as the backdrop to the preparation of this Plan, the City faces the challenges of manufacturing downsizing, economic restructuring, and shifting demographics, providing both threats and opportunities for the community.

1.1.2 BROCKVILLE’S FUTURE

The City’s past will continue to play a key role in its evolution. Brockville’s future depends on a clear and concise policy framework to ensure continued growth and prosperity. This Official Plan provides strategic land use direction that will guide the evolution of Brockville for the long-term, and combines the City’s key goals, objectives and visions for Brockville within a 20-year planning horizon, and provides a clear policy framework for managing and accommodating the growth projected for the City.

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2.2 CHARTING A COURSE TO 2031

The City of Brockville Official Plan is the primary land use planning tool used to manage growth and development within the City to the year 2031. The Plan also establishes policies that set a course for municipal actions and responses for the next 20 years.

The Plan provides a sustainability framework to guide balanced decision making in relation to the community's economic, environmental, and social goals, to the extent that these decisions that have implications for the use of land. The Official Plan also provides a guide to senior levels of government and other public agencies in the preparation of plans having an impact on the City of Brockville. Private interests shall also be guided by the land use and development policies of this Plan.

The policies of this Plan:

1. Provide an overall policy framework to guide and manage the maintenance, rehabilitation, growth and development of the City of Brockville in order to ensure a sustainable living environment and a quality of life that meets the needs of the community, not only over a 20-year planning horizon, but over the very long-term to the extent that this is feasible. It is recognized that there are certain very long-term planning goals set out in this Plan that may take longer than 20 years to achieve.
2. Promote orderly growth and development in the City of Brockville through the logical, efficient and cost effective distribution of land uses and deployment of infrastructure that will safeguard the health, convenience and economic well-being of residents, businesses and visitors.
3. Reduce uncertainty in the public and private sectors regarding future development by establishing clear development principles and policies, and land use designations.
4. Provide guidance to Council in determining the appropriate future actions relating to physical change, development and improvement within the City.
5. Recognize the financial position of the City and promote a satisfactory, long-term balance in assessment and, to the extent possible, ensure the financial sustainability of the City.
6. Establish goals, objectives and policies to reconcile existing conditions; maintain the ability of the City to provide appropriate services; and respond to local aspirations in light of variables such as population and economic change.
7. Define the measures and means of implementing, monitoring, reviewing and updating the policies and schedules of this Plan, including, but not limited to, such matters as amendments to this Plan,

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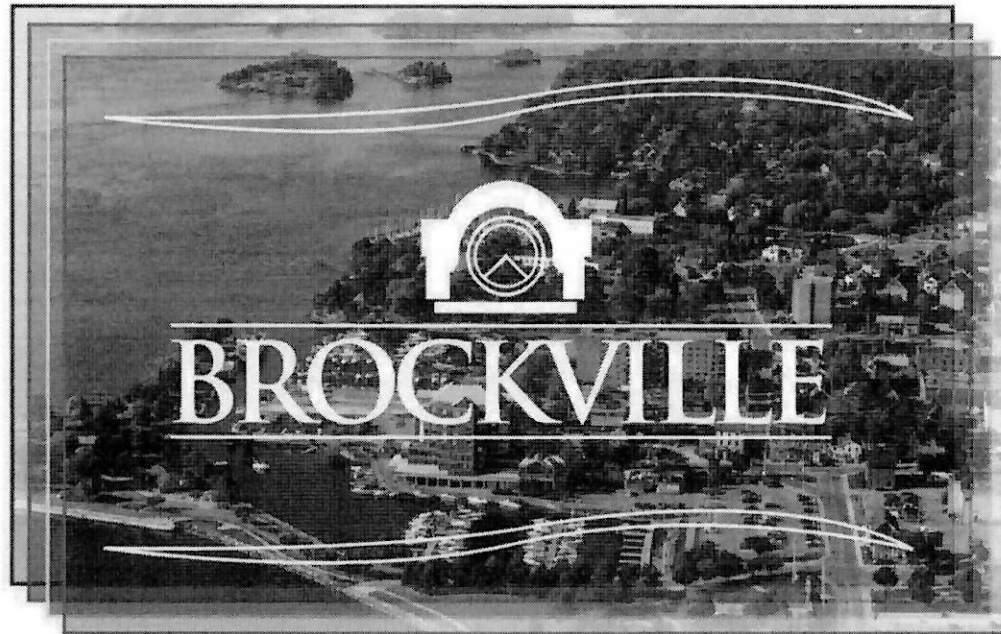
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secondary plans, community improvement plans, the Zoning By-law, plans of subdivision and condominium, consents to sever land, site plan control, infrastructure and servicing, architectural control, and urban design guidelines.

8. In conjunction with adjacent municipalities and other authorities, assist in coordinating and integrating planning activities with cross-jurisdictional implications, such as sustainability planning; the surrounding natural ecosystems, the St. Lawrence River shoreline and watershed planning; the St. Lawrence Islands National Park, the Frontenac Arch Biosphere Reserve, the Islands, natural and cultural heritage planning; management of resources; provisions for affordable and special needs housing; transportation and infrastructure planning; regional economic development; air and water quality monitoring; and waste management.

Achieving the City's fundamental planning goals will require a careful balance amongst progressive economic development objectives, the imperative to conserve and enhance natural and cultural heritage, the maintenance of a healthy and vibrant community, and the establishment of a strong growth management regime. Based on the principles of sustainability, the goals and objectives will help to achieve the policies of this Plan.

2.3 THE CITY'S PLANNING GOALS & OBJECTIVES



quality of amenities & services

 sustainability of the City

 the community and people

 the City's economy

- Connect trails, streets and open spaces, increasing the 'walkability' of the City.
- Promote active and accessible transportation choices – improve transit, cycling, and walking trails.
- Upgrade and expand crucial physical infrastructure in the City.
- Maintain and enhance core community services, including health care, recreation, and social services.
- Undertake significant upgrades to water-based access and services on the River.
- Provide a large number of activities for all ages on the waterfront.
- Reduce energy consumption and provide alternative and more sustainable energy solutions.
- Address the greening of the community – tree planting, landscaping, and vegetation retention.
- Balance the use of the City's Islands.
- Protect and enhance natural areas, parks, and open spaces.
- Provide strong planning and municipal leadership.
- Maintain and improve cleanliness and safety within the City.
- Be inclusive and consultative.
- Maintain the "Small City Feel".
- Celebrate heritage and culture.
- Provide a diverse housing choice – available, accessible, and affordable.
- Promote the City's strong architectural identity and excellence in urban design, which is unique in Eastern Ontario.
- Retain and attract young people to ensure the City's sustained viability into the future.
- Protect and enhance the vibrancy of the downtown and street life.
- Protect and enhance the waterfront as an active and publicly accessible place.
- Continue to develop tourism amenities and a tourism industry.
- Maintain a strong and diverse employment base, particularly with exposure close to Hwy 401.
- Redevelop underutilized sites south of the 401 to reinvigorate the core of the City.
- Position St. Lawrence College and other key learning assets and facilities to be the centre of excellence for technology, entrepreneurship, and research and development.

The four strategic planning themes give rise to the goals and associated objectives set out in this Section of the Plan. These goals and objectives form the basis for the detailed policies that follow and reflect the four themes identified in the Strategic Plan:

- 1. A Sustainable, Healthy and Vital City**
 - a. Conserved and Enhanced Natural Environment
 - b. Healthy Community
- 2. An Economically Strong and Diverse City**
 - a. Flexible and Adaptable Economy
 - b. Revitalized Community
 - c. Innovative and Advanced Workforce
- 3. A High Quality of City Services and Amenities**
 - a. Effective Multi-Modal Transportation System
 - b. Expanded Servicing Infrastructure
 - c. Strong Community Services
- 4. A Well-Planned and Responsive City**
 - a. Responsive Planning Administration
 - b. Managed Growth
 - c. Unique Built Form Identity.

3.5 STRENGTHENING OUR ESSENTIAL HUMAN SERVICES

Planning for the human environment promotes the community's quality of life and ensures that housing for special needs of socio-economic groups such as seniors, the physically challenged, and low-income individuals are being met. Furthermore, it provides adequate opportunities for education, recreation and the arts.

3.5.1 HOUSING

The provision of housing is an essential part of planning in the City. There are many factors that affect supply and demand in the housing market, and only some of them can be managed by the City. The City shall influence the location, timing and scale of development through the provision of infrastructure and the review of residential development proposals. It is desirable to have close cooperation between all levels of government and the private sector in order to provide for sufficient, diverse and affordable housing, and a stable residential housing market.

3.5.1.1 Supply of Land for Housing

It shall be the policy of the City that:

1. At all times, the City shall maintain the ability to accommodate residential growth for a minimum of 10 years through intensification and infill development and land which is designated and available for residential development. Additionally, the City shall ensure that where new development is to occur, land with servicing capacity is available to provide at least a 3 year supply of residential units in draft approved and registered plans, or in cases of residential intensification and redevelopment, land appropriately zoned in the Zoning By-law and available for development or redevelopment.
2. The City shall ensure that a full range of housing types and densities are provided to meet the anticipated demand and demographic change. All forms of housing required to meet the social, health and well-being of current and future residents, including those with special needs shall be encouraged.

3.5.1.2 Affordable Housing

It shall be the policy of the City that:

1. The provision of housing that is affordable and accessible to low and moderate income households shall be a priority.

2. A housing strategy shall be completed by the City to establish an appropriate target for the provision of housing to be affordable to low and moderate income households.
3. The City shall ensure that 30 percent of the existing housing stock and that housing to be developed is affordable as defined in this Plan and that a supply is maintained.
4. The City shall encourage the provision of affordable housing through:
 - i. supporting increased residential densities in appropriate locations and a full range of housing types, adequate land supply, redevelopment and residential intensification, where practical;
 - ii. providing infrastructure in a timely manner;
 - iii. supporting the reduction of housing costs by streamlining the development approvals process;
 - iv. negotiating agreements with the public and private sectors to address the provision of affordably priced housing through the draft plan of subdivision and condominium approval process;
 - v. considering innovative and alternative residential development standards that facilitate affordable housing and more compact development form;
 - vi. developing a Municipal Housing Strategy with annual housing targets, mixes of housing types, affordability thresholds and related data; and
 - vii. encouraging larger residential development proposals, generally greater than 5 hectares and/or comprising a high density residential component, to include 25 percent of the proposed units to be a mix of housing types and/or unit sizes with a view to accommodating affordable housing.
5. The City shall adopt a Municipal Housing Facilities By-law to develop affordable housing as a “community facility” under the *Municipal Act*. In an effort to facilitate affordable housing the City may:
 - i. enter into capital facility agreements and/or partnerships with both private and non-profit organizations for affordable housing;
 - ii. use available grants and loans, including tax-equivalent grants or loans to encourage the construction of affordable housing;
 - iii. enter into public/private partnerships for the provision of new affordable housing; and
 - iv. partner with not-for-profit agencies to assist in the development of affordable housing.

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6. The City shall encourage innovative and appropriate housing development that exhibits design and adaptability characteristics, and may represent non-traditional additions to the City's housing stock.
7. The City shall encourage that affordable housing be considered when opportunities for redevelopment become available. This includes the redevelopment of existing single-use and underutilized areas with full municipal services, such as shopping plazas, business and employment sites and older commercial and residential areas, especially where the land is in close proximity to human services. Special attention will be given to the design of buildings, the landscaping treatment and features of the site to ensure that the proposed redevelopment is physically compatible with the adjacent uses.
8. The City shall develop zoning provisions that are sufficiently flexible to permit a broad and varied range of housing forms, types, sizes and tenures, except in locations serviced by individual or communal sewage disposal systems.
9. The City shall first consider surplus municipal land for affordable housing. Furthermore, the City shall work with other levels of government to make surplus land available to providers of affordable housing at little or no cost.
10. The City shall encourage opportunities for more affordable housing to be provided in the Downtown and Central Waterfront Area, and Mixed Use and Commercial Uses.
11. The City shall consider opportunities for permitting additional units in existing dwellings.
12. The City recognizes the value of older residential neighbourhoods and shall support the maintenance and improvement of established neighbourhoods and older housing stock through measures such as participation in senior government programs.
13. The City shall encourage the development of low income housing geared towards seniors, which may include lower maintenance housing types such as condominiums and townhouses.
14. The City shall encourage affordable housing in a variety of building forms to meet the housing needs of a socially and economically diverse population in support of a broad range of employment opportunities.

3.5.1.3 Special Needs Housing

Special needs housing includes housing for the physically and developmentally challenged and disabled, chronically mentally ill, youth and children with emotional difficulties, seniors, those requiring emergency shelter, assisted housing accommodating individuals, and households with low to moderate incomes. The City intends to improve access to housing for those individuals with special needs, including assisted housing for low income individuals, seniors housing, as well as various forms of supportive

2. One garden suite shall be permitted on a lot of an appropriate size by way of a Temporary Use By-law in accordance with the policies of Section 6.4.2.2 of this Plan and Section 39 of the *Planning Act*.
3. A garden suite shall only be permitted in association with a single detached residential dwelling on a single lot.
4. Where another special housing form, including a converted dwelling) exists on the same lot, a garden suite unit shall not be permitted.
5. In addition to the requirements of Section 6.4.2.2, prior to approval of the Temporary Use By-law, the City shall be satisfied that:
 - i. a legitimate and justified need exists to accommodate a person, who is disabled, elderly, etc. in a separate garden suite unit that is in close proximity to the principal dwelling;
 - ii. the unit shall be connected to full municipal services, to the satisfaction to the City of Brockville;
 - iii. the exterior design of the unit shall be compatible with the surrounding residential land uses in the area in terms of massing, scale and layout;
 - iv. the unit shall be located such that the unit and any related features will have a minimal effect on light, view and privacy of adjacent properties and shall comply with all applicable zoning provisions;
 - v. the use is temporary and will only be required for a limited period of time;
 - vi. the unit will be removed within a reasonable time, as determined by the City, once the legitimate need no longer exists. Prior to the issuance of a Building Permit; and
 - vii. financial security, if required by the City, will be provided in an amount equal to the estimated cost for removal of the garden suite and all associated improvements and restoration of the site to pre-development.

3.5.1.7 Condominium Conversion

It shall be policy of the City that:

1. The City shall discourage the conversion of rental housing stock to condominium tenure if such conversion results in a reduction in the amount of comparable rental housing available to an unacceptable level, being less than 3 percent as established by Canada Mortgage and Housing Corporation. Notwithstanding the current vacancy rate, a conversion shall be considered if:
 - i. 75 percent of the existing tenants in a development, which is proposed to be converted, have signed an agreement to purchase their units.

- ii. When an application has been made for condominium approval, all tenants shall be given notice by the developer, by registered mail, that the development is being considered for condominium approval. All existing tenants are to be given first right to purchase their units at a price no higher than that price for which the units are offered to the general public.
- iii. The proposed condominium development is inspected, at the expense of the developer, by a qualified professional engineer licensed in Ontario, and a report is submitted to the City, describing the condition of the building and listing any repairs and improvements required to ensure that it complies with all applicable Provincial and Municipal regulations. These repairs and improvements shall be made a condition of draft approval.
- iv. The applicant shall provide, to all existing tenants at the date of the filing of an application, active, physical assistance, for a period of three years from the date of draft approval, to each tenant who must relocate as a result of the conversion in finding alternate comparable accommodation, mutually agreed upon between the applicant, and each such tenant and pay the moving costs of each such tenant to other comparable or better accommodations within the City of Brockville.
- v. Council may require parkland dedication in accordance with Section 3.5.3.1, where no parkland was previously dedicated at the time of construction.

3.5.2 COMMUNITY FACILITIES

The City shall endeavour to provide adequate community services and facilities to meet the needs of the City's existing and future residents, businesses and visitors through the provision of adequate opportunities for education, care, parks, open space and recreation, libraries, places of worship, cultural and heritage facilities, health and safety.

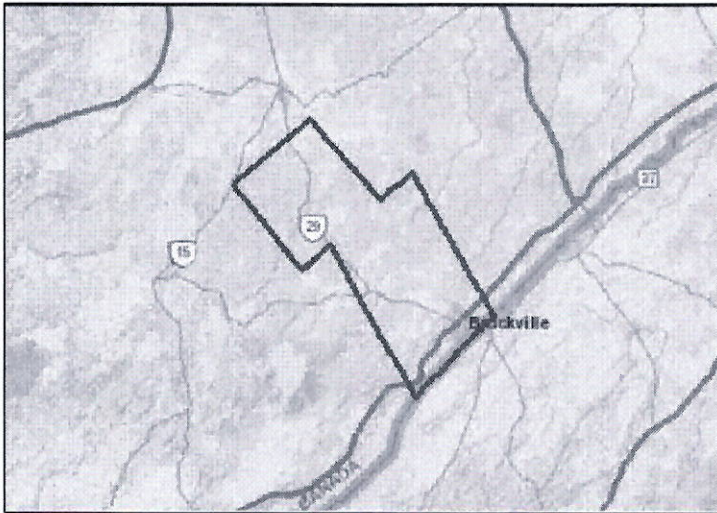
It shall be the policy of the City that:

- 1. In consultation with the School Boards, the need for new schools shall be identified. Where closure and sale of a school is proposed, the open space component of the school site may be retained or incorporated in a redevelopment proposal.
- 2. A wide-range of alternative educational opportunities shall be encouraged to support life-long learning and skills development, including apprenticeship, co-operative learning and adult education.
- 3. The provision of social infrastructure, such as daycare facilities, shall be encouraged within larger development proposals. The City may facilitate the provision of social infrastructure through bonusing

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APPENDIX 8



Number of Private Apartment Units				
	Oct-19	Oct-20	Oct-21	Oct-22
Bachelor	87	80	79	79
1 Bedroom	571	574	569	573
2 Bedroom	1,346	1,354	1,401	1,388
3 Bedroom +	94	93	93	91
Total	2,098	2,101	2,142	2,131

Private Apartment Vacancy Rates (%)				
	Oct-19	Oct-20	Oct-21	Oct-22
Bachelor	2.7 c	**	0.0 d	**
1 Bedroom	3.0 b	1.5 d	**	1.5 c
2 Bedroom	3.6 c	1.6 c	2.6 b	2.6 b
3 Bedroom +	**	0.0 d	**	0.0 d
Total	3.4 b	1.8 c	2.5 c	2.3 b

AVG 2.6

AVG = 2.5% (2019-2022)

Private Apartment Average Rents (\$)				
	Oct-19	Oct-20	Oct-21	Oct-22
Bachelor	633 a	752 b	768 a	767 b
1 Bedroom	786 a	872 b	879 b	912 a
2 Bedroom	912 a	972 a	1,024 a	1,144 a
3 Bedroom +	926 c	961 c	1,154 b	1,161 c
Total	859 a	939 a	988 a	1,065 a

AVG = \$963 (2019-2022)

Private Apartment Availability Rates (%)				
	Oct-19	Oct-20	Oct-21	Oct-22
Bachelor	**	**	**	**
1 Bedroom	**	**	**	**
2 Bedroom	**	**	**	**
3 Bedroom +	**	**	**	**
Total	**	**	**	**

Private Apartment Estimate of Percentage Change (%) of Average Rent				
	Oct-19	Oct-20	Oct-21	Oct-22
Bachelor	5.8 d	**	++	++
1 Bedroom	5.4 d	3.9 d	++	**
2 Bedroom	5.2 c	3.6 d	**	13.1 d
3 Bedroom +	++	++	**	++
Total	4.6 c	3.9 d	**	10.9 d

Source: CMHC Rental Market Survey

Notes:

The following letter codes are used to indicate the reliability of the estimates:

a - Excellent, b- Very good, c - Good, d - Fair (Use with Caution)

** Data suppressed to protect confidentiality or data not statistically reliable.

- No units exist in the universe for this category

n/a: Not applicable

++ Change in rent is not statistically significant. This means that the change in rent is not statistically different than zero (0). (Applies only to % Change of Average Rent Tables).

The Percentage Change of Average Rent is a measure of the market movement, and is based on those structures that were common to the survey sample for both years.

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APPENDIX 9

Bedroom Type	Unit No.	Building Address with Postal Code	June
2BD	3	1 BALMORAL PLACE, BROCKVILLE	\$1,480.00
2BD	4	1 BALMORAL PLACE, BROCKVILLE	\$931.38
2BD	5	1 BALMORAL PLACE, BROCKVILLE	\$947.43
2BD	6	1 BALMORAL PLACE, BROCKVILLE	\$984.00
2BD	7	1 BALMORAL PLACE, BROCKVILLE	\$931.38
2BD	8	1 BALMORAL PLACE, BROCKVILLE	\$1,435.00
2BD	9	1 BALMORAL PLACE, BROCKVILLE	\$993.27
2BD	10	1 BALMORAL PLACE, BROCKVILLE	\$844.47
2BD	101	1 BALMORAL PLACE, BROCKVILLE	\$1,496.50
2BD	102		\$-
2BD	103	1 BALMORAL PLACE, BROCKVILLE	\$1,435.00
2BD	104	1 BALMORAL PLACE, BROCKVILLE	\$1,011.14
2BD	105	1 BALMORAL PLACE, BROCKVILLE	\$959.12
2BD	106	1 BALMORAL PLACE, BROCKVILLE	\$994.25
2BD	107	1 BALMORAL PLACE, BROCKVILLE	\$922.71
2BD	108	1 BALMORAL PLACE, BROCKVILLE	\$1,133.64
2BD	109	1 BALMORAL PLACE, BROCKVILLE	\$1,097.81
2BD	110	1 BALMORAL PLACE, BROCKVILLE	\$986.84
2BD	201	1 BALMORAL PLACE, BROCKVILLE	\$1,371.80
2BD	202	1 BALMORAL PLACE, BROCKVILLE	\$1,342.93
2BD	203	1 BALMORAL PLACE, BROCKVILLE	\$1,332.50
2BD	204	1 BALMORAL PLACE, BROCKVILLE	\$944.11
2BD	205	1 BALMORAL PLACE, BROCKVILLE	\$1,568.25
2BD	206	1 BALMORAL PLACE, BROCKVILLE	\$1,319.84
2BD	207	1 BALMORAL PLACE, BROCKVILLE	\$1,012.28
2BD	208	1 BALMORAL PLACE, BROCKVILLE	\$981.09
2BD	209	1 BALMORAL PLACE, BROCKVILLE	\$1,046.39
2BD	210	1 BALMORAL PLACE, BROCKVILLE	\$1,011.13
2BD	301	1 BALMORAL PLACE, BROCKVILLE	\$1,114.00
2BD	302	1 BALMORAL PLACE, BROCKVILLE	\$944.11
2BD	303	1 BALMORAL PLACE, BROCKVILLE	\$1,308.22
2BD	304	1 BALMORAL PLACE, BROCKVILLE	\$1,530.00
2BD	305	1 BALMORAL PLACE, BROCKVILLE	\$1,051.58
2BD	306	1 BALMORAL PLACE, BROCKVILLE	\$1,034.78
2BD	307	1 BALMORAL PLACE, BROCKVILLE	\$1,053.68
2BD	308	1 BALMORAL PLACE, BROCKVILLE	\$1,530.00
2BD	309	1 BALMORAL PLACE, BROCKVILLE	\$1,007.66
2BD	310	1 BALMORAL PLACE, BROCKVILLE	\$1,012.28

Total Rent

\$42,100.57


Bedroom Type	Unit No.	Building Address with Postal Code	June
2BD	1	2 BALMORAL PLACE, BROCKVILLE	\$992.87
2BD	2	2 BALMORAL PLACE, BROCKVILLE	\$992.87
2BD	3	2 BALMORAL PLACE, BROCKVILLE	\$1,006.58
2BD	4	2 BALMORAL PLACE, BROCKVILLE	\$1,595.20
2BD	5	2 BALMORAL PLACE, BROCKVILLE	\$1,230.00
2BD	6	2 BALMORAL PLACE, BROCKVILLE	\$1,009.11
2BD	7	2 BALMORAL PLACE, BROCKVILLE	\$1,480.00
2BD	8	2 BALMORAL PLACE, BROCKVILLE	\$911.38
2BD	9	2 BALMORAL PLACE, BROCKVILLE	\$936.26
2BD	10	2 BALMORAL PLACE, BROCKVILLE	\$970.14
2BD	101	2 BALMORAL PLACE, BROCKVILLE	\$1,348.12
2BD	102	2 BALMORAL PLACE, BROCKVILLE	\$1,537.50
2BD	103	2 BALMORAL PLACE, BROCKVILLE	\$1,571.33
2BD	104	2 BALMORAL PLACE, BROCKVILLE	\$1,008.81
2BD	105	2 BALMORAL PLACE, BROCKVILLE	\$1,530.00
2BD	106	2 BALMORAL PLACE, BROCKVILLE	\$966.87
2BD	107	2 BALMORAL PLACE, BROCKVILLE	\$1,230.00
2BD	108	2 BALMORAL PLACE, BROCKVILLE	\$996.11
2BD	109	2 BALMORAL PLACE, BROCKVILLE	\$1,875.75
2BD	110	2 BALMORAL PLACE, BROCKVILLE	\$1,004.51
2BD	201	2 BALMORAL PLACE, BROCKVILLE	\$1,340.48
2BD	202	2 BALMORAL PLACE, BROCKVILLE	\$1,008.81
2BD	203	2 BALMORAL PLACE, BROCKVILLE	\$1,008.81
2BD	204	2 BALMORAL PLACE, BROCKVILLE	\$1,042.25
2BD	205	2 BALMORAL PLACE, BROCKVILLE	\$1,630.00
2BD	206	2 BALMORAL PLACE, BROCKVILLE	\$1,009.88
2BD	207	2 BALMORAL PLACE, BROCKVILLE	\$1,011.14
2BD	208	2 BALMORAL PLACE, BROCKVILLE	\$996.34
2BD	209	2 BALMORAL PLACE, BROCKVILLE	\$1,537.50
2BD	210	2 BALMORAL PLACE, BROCKVILLE	\$1,007.46
2BD	301	2 BALMORAL PLACE, BROCKVILLE	\$1,037.59
2BD	302	2 BALMORAL PLACE, BROCKVILLE	\$1,038.02
2BD	303	2 BALMORAL PLACE, BROCKVILLE	\$996.83
2BD	304	2 BALMORAL PLACE, BROCKVILLE	\$1,530.00
2BD	305	2 BALMORAL PLACE, BROCKVILLE	\$1,014.72
2BD	306	2 BALMORAL PLACE, BROCKVILLE	\$1,012.28
2BD	307	2 BALMORAL PLACE, BROCKVILLE	\$995.48
2BD	308	2 BALMORAL PLACE, BROCKVILLE	\$-
2BD	309	2 BALMORAL PLACE, BROCKVILLE	\$1,008.81
1BD	310	2 BALMORAL PLACE, BROCKVILLE	\$1,000.28

Total Rent

\$45,248.08

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	3 BALMORAL PLACE, BROOKVILLE	\$1,054.36
2BD	2	3 BALMORAL PLACE, BROOKVILLE	\$977.97
2BD	3	3 BALMORAL PLACE, BROOKVILLE	\$1,038.92
2BD	4	3 BALMORAL PLACE, BROOKVILLE	\$931.96
2BD	5	3 BALMORAL PLACE, BROOKVILLE	\$
2BD	5	3 BALMORAL PLACE, BROOKVILLE	\$924.45
2BD	7	3 BALMORAL PLACE, BROOKVILLE	\$1,525.20
2BD	8	3 BALMORAL PLACE, BROOKVILLE	\$931.88
2BD	9	3 BALMORAL PLACE, BROOKVILLE	\$1,001.47
2BD	10	3 BALMORAL PLACE, BROOKVILLE	\$922.71
2BD	101	3 BALMORAL PLACE, BROOKVILLE	\$1,000.07
2BD	102	3 BALMORAL PLACE, BROOKVILLE	\$1,009.11
2BD	103	3 BALMORAL PLACE, BROOKVILLE	\$1,000.00
2BD	104	3 BALMORAL PLACE, BROOKVILLE	\$1,342.93
2BD	105	3 BALMORAL PLACE, BROOKVILLE	\$1,028.47
2BD	106	3 BALMORAL PLACE, BROOKVILLE	\$1,630.00
2BD	107	3 BALMORAL PLACE, BROOKVILLE	\$902.11
2BD	108	3 BALMORAL PLACE, BROOKVILLE	\$
2BD	109	3 BALMORAL PLACE, BROOKVILLE	\$
2BD	110	3 BALMORAL PLACE, BROOKVILLE	\$1,012.28
2BD	201	3 BALMORAL PLACE, BROOKVILLE	\$1,430.00
2BD	202	3 BALMORAL PLACE, BROOKVILLE	\$968.26
2BD	203	3 BALMORAL PLACE, BROOKVILLE	\$997.08
2BD	204	3 BALMORAL PLACE, BROOKVILLE	\$1,024.15
2BD	205	3 BALMORAL PLACE, BROOKVILLE	\$
2BD	206	3 BALMORAL PLACE, BROOKVILLE	\$1,025.92
2BD	207	3 BALMORAL PLACE, BROOKVILLE	\$1,028.47
2BD	208	3 BALMORAL PLACE, BROOKVILLE	\$1,070.73
2BD	209	3 BALMORAL PLACE, BROOKVILLE	\$1,013.40
2BD	210	3 BALMORAL PLACE, BROOKVILLE	\$1,275.86
2BD	301	3 BALMORAL PLACE, BROOKVILLE	\$1,017.35
2BD	302	3 BALMORAL PLACE, BROOKVILLE	\$965.11
2BD	303	3 BALMORAL PLACE, BROOKVILLE	\$1,402.08
2BD	304	3 BALMORAL PLACE, BROOKVILLE	\$1,013.40
2BD	305	3 BALMORAL PLACE, BROOKVILLE	\$995.47
2BD	306	3 BALMORAL PLACE, BROOKVILLE	\$943.50
2BD	307	3 BALMORAL PLACE, BROOKVILLE	\$1,006.58
2BD	308	3 BALMORAL PLACE, BROOKVILLE	\$1,013.40
2BD	309	3 BALMORAL PLACE, BROOKVILLE	\$1,012.28
1BD	310	3 BALMORAL PLACE, BROOKVILLE	\$

Total Rent \$38,286.87

Bedroom TYPE	Unit No.	Building Address with Postal Code	
2BD	1	4 BALMORAL PL. CE, BROCKVILLE	\$992.49
2BD	2	4 BALMORAL PL. CE, BROCKVILLE	\$1,568.25
2BD	3	4 BALMORAL PL. CE, BROCKVILLE	\$980.34
2BD	4	4 BALMORAL PL. CE, BROCKVILLE	\$960.74
2BD	5	4 BALMORAL PL. CE, BROCKVILLE	\$1,156.59
2BD	6	4 BALMORAL PL. CE, BROCKVILLE	\$1,224.01
2BD	7	4 BALMORAL PL. CE, BROCKVILLE	\$994.66
2BD	8	4 BALMORAL PL. CE, BROCKVILLE	\$1,224.01
2BD	9	4 BALMORAL PL. CE, BROCKVILLE	\$984.52
2BD	10	4 BALMORAL PL. CE, BROCKVILLE	\$722.63
2BD	101	4 BALMORAL PL. CE, BROCKVILLE	\$1,011.14
2BD	102	4 BALMORAL PL. CE, BROCKVILLE	\$1,009.88
2BD	103	4 BALMORAL PL. CE, BROCKVILLE	\$1,003.58
2BD	104	4 BALMORAL PL. CE, BROCKVILLE	\$1,224.43
2BD	105	4 BALMORAL PL. CE, BROCKVILLE	\$-
2BD	106	4 BALMORAL PL. CE, BROCKVILLE	\$1,123.72
2BD	107	4 BALMORAL PL. CE, BROCKVILLE	\$862.71
2BD	108	4 BALMORAL PL. CE, BROCKVILLE	\$1,020.73
2BD	109	4 BALMORAL PL. CE, BROCKVILLE	\$1,098.42
2BD	110	4 BALMORAL PL. CE, BROCKVILLE	\$1,013.40
2BD	201	4 BALMORAL PL. CE, BROCKVILLE	\$1,046.40
2BD	202	4 BALMORAL PL. CE, BROCKVILLE	\$995.48
2BD	203	4 BALMORAL PL. CE, BROCKVILLE	\$1,016.91
2BD	204	4 BALMORAL PL. CE, BROCKVILLE	\$1,035.01
2BD	205	4 BALMORAL PL. CE, BROCKVILLE	\$1,619.50
2BD	206	4 BALMORAL PL. CE, BROCKVILLE	\$1,008.81
2BD	207	4 BALMORAL PL. CE, BROCKVILLE	\$1,025.40
2BD	208	4 BALMORAL PL. CE, BROCKVILLE	\$986.84
2BD	209	4 BALMORAL PL. CE, BROCKVILLE	\$1,597.50
2BD	210	4 BALMORAL PL. CE, BROCKVILLE	\$986.84
2BD	301	4 BALMORAL PL. CE, BROCKVILLE	\$1,008.81
2BD	302	4 BALMORAL PL. CE, BROCKVILLE	\$1,383.25
2BD	303	4 BALMORAL PL. CE, BROCKVILLE	\$1,008.87
2BD	304	4 BALMORAL PL. CE, BROCKVILLE	\$1,012.29
2BD	305	4 BALMORAL PL. CE, BROCKVILLE	\$1,008.81
2BD	306	4 BALMORAL PL. CE, BROCKVILLE	\$1,012.70
2BD	307	4 BALMORAL PL. CE, BROCKVILLE	\$1,007.66
2BD	308	4 BALMORAL PL. CE, BROCKVILLE	\$995.48
2BD	309	4 BALMORAL PL. CE, BROCKVILLE	\$1,053.14
1BD	310	4 BALMORAL PL. CE, BROCKVILLE	\$1,742.50

Total Rent

\$42,478.45

Building Address with Postal Code	Lease Holder	2nd Lease Holder	June
4 Cartier Court, Brockville, ON	Matthew Robertson	Cassandra Richards	\$1,350.00
4 Cartier Court, Brockville, ON	Vacant		\$-
4 Cartier Court, Brockville, ON	Alissha Davidson		\$884.27
4 Cartier Court, Brockville, ON	Geoff Clarke		\$913.26
4 Cartier Court, Brockville, ON	Charles Halladay		\$911.75
4 Cartier Court, Brockville, ON	Anne McInrue	Bruce McInrue	\$809.25
4 Cartier Court, Brockville, ON	Chris Carr		\$918.43
4 Cartier Court, Brockville, ON	Vacant		\$-
4 Cartier Court, Brockville, ON	James Muirhead	Margaret Muirhead	\$1,042.18
4 Cartier Court, Brockville, ON	Donald Myers	Joann Myers	\$865.60
4 Cartier Court, Brockville, ON	Wanda Elliot	Andy Elliot	\$898.65
4 Cartier Court, Brockville, ON	Rammath Raikar		\$958.30
4 Cartier Court, Brockville, ON	David Warren	Amelia Tiemey	\$950.28
4 Cartier Court, Brockville, ON	Bryan Dixon		\$1,204.38
4 Cartier Court, Brockville, ON	Melanie Kerr		\$865.52
4 Cartier Court, Brockville, ON	Alvis Larocque	Angie Overton	\$803.61
4 Cartier Court, Brockville, ON	Keri-Anne Laberge	Benjamin Thompson	\$910.76
4 Cartier Court, Brockville, ON	Dave Oltmann		\$799.98
4 Cartier Court, Brockville, ON	Rachel Widzinski	Chris Harper	\$976.58
4 Cartier Court, Brockville, ON	Charles McFadden		\$897.40
4 Cartier Court, Brockville, ON	Fred Poelstra		\$802.34
4 Cartier Court, Brockville, ON	Jashanpreet Kaur	Davinder Kaur	\$1,350.00
4 Cartier Court, Brockville, ON	Joe Edwards	Jeff Dool	\$933.49
4 Cartier Court, Brockville, ON	Margaret Malkin		\$908.76
Total Rent			\$20,954.79
Average Rent			\$952.49

Average Rent

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	8 Cartier Court, Brockville, ON	\$-
2BD	2	8 Cartier Court, Brockville, ON	\$943.51
2BD	3	8 Cartier Court, Brockville, ON	\$758.91
2BD	4	8 Cartier Court, Brockville, ON	\$926.22
1BD	5	8 Cartier Court, Brockville, ON	\$987.22
2BD	6	8 Cartier Court, Brockville, ON	\$985.44
2BD	7	8 Cartier Court, Brockville, ON	\$985.44
2BD	8	8 Cartier Court, Brockville, ON	\$889.89
2BD	9	8 Cartier Court, Brockville, ON	\$939.96
2BD	10	8 Cartier Court, Brockville, ON	\$971.90
2BD	11	8 Cartier Court, Brockville, ON	\$884.09
2BD	12	8 Cartier Court, Brockville, ON	\$927.02
2BD	13	8 Cartier Court, Brockville, ON	\$929.42
2BD	14	8 Cartier Court, Brockville, ON	\$-
2BD	15	8 Cartier Court, Brockville, ON	\$948.13
2BD	16	8 Cartier Court, Brockville, ON	\$1,350.00
2BD	17	8 Cartier Court, Brockville, ON	\$869.72
2BD	18	8 Cartier Court, Brockville, ON	\$1,139.53
2BD	19	8 Cartier Court, Brockville, ON	\$916.24
2BD	20	8 Cartier Court, Brockville, ON	\$826.16
2BD	21	8 Cartier Court, Brockville, ON	\$1,178.75
2BD	22	8 Cartier Court, Brockville, ON	\$-
2BD	23	8 Cartier Court, Brockville, ON	\$943.51
2BD	24	8 Cartier Court, Brockville, ON	\$945.84
		Total Rent	\$20,246.90
		Average Rent	\$ 964.14

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	10 Cartier Court, Brockville, ON	\$1,275.00
2BD	2	10 Cartier Court, Brockville, ON	\$923.30
2BD	3	10 Cartier Court, Brockville, ON	\$953.25
2BD	4	10 Cartier Court, Brockville, ON	\$922.84
2BD	5	10 Cartier Court, Brockville, ON	\$930.69
2BD	6	10 Cartier Court, Brockville, ON	\$926.96
1BD	7	10 Cartier Court, Brockville, ON	\$835.96
2BD	8	10 Cartier Court, Brockville, ON	\$1,275.00
2BD	9	10 Cartier Court, Brockville, ON	\$1,016.55
2BD	10	10 Cartier Court, Brockville, ON	\$995.63
2BD	11	10 Cartier Court, Brockville, ON	\$943.50
2BD	12	10 Cartier Court, Brockville, ON	\$946.71
2BD	13	10 Cartier Court, Brockville, ON	\$1,068.42
2BD	14	10 Cartier Court, Brockville, ON	\$1,016.55
2BD	15	10 Cartier Court, Brockville, ON	\$906.98
2BD	16	10 Cartier Court, Brockville, ON	\$895.42
2BD	17	10 Cartier Court, Brockville, ON	\$970.01
2BD	18	10 Cartier Court, Brockville, ON	\$935.55
2BD	19	10 Cartier Court, Brockville, ON	\$908.75
2BD	20	10 Cartier Court, Brockville, ON	\$973.75
2BD	21	10 Cartier Court, Brockville, ON	\$974.22
2BD	22	10 Cartier Court, Brockville, ON	\$943.50
2BD	23	10 Cartier Court, Brockville, ON	\$959.40
2BD	24	10 Cartier Court, Brockville, ON	\$1,465.75
		Total Rent	\$23,963.69
		Average Rent	\$998.49

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	12 Cartier Court, Brockville, ON	\$825.59
2BD	2	12 Cartier Court, Brockville, ON	\$818.62
2BD	3	12 Cartier Court, Brockville, ON	\$1,250.00
2BD	4	12 Cartier Court, Brockville, ON	\$-
1BD	5	12 Cartier Court, Brockville, ON	\$1,125.35
2BD	6	12 Cartier Court, Brockville, ON	\$1,029.93
2BD	7	12 Cartier Court, Brockville, ON	\$894.88
2BD	8	12 Cartier Court, Brockville, ON	\$907.55
2BD	9	12 Cartier Court, Brockville, ON	\$1,400.36
2BD	10	12 Cartier Court, Brockville, ON	\$964.56
2BD	11	12 Cartier Court, Brockville, ON	\$921.48
2BD	12	12 Cartier Court, Brockville, ON	\$915.03
2BD	13	12 Cartier Court, Brockville, ON	\$966.92
2BD	14	12 Cartier Court, Brockville, ON	\$882.76
2BD	15	12 Cartier Court, Brockville, ON	\$1,028.75
2BD	16	12 Cartier Court, Brockville, ON	\$835.49
2BD	17	12 Cartier Court, Brockville, ON	\$919.69
2BD	18	12 Cartier Court, Brockville, ON	\$1,500.00
		Total Rent	\$17,186.96
		Average Rent	\$1,011.00

<u>Number of bedrooms</u>	<u>Unit No.</u>	<u>Building Address with Postal Code</u>	<u>June</u>
2	1	14 Cartier Brockville, ON, K6V6S6	\$1,016.55
2	2	14 Cartier Brockville, ON, K6V6S6	\$1,038.91
1	3	14 Cartier Brockville, ON, K6V6S6	\$690.25
2	4	14 Cartier Brockville, ON, K6V6S6	
2	5	14 Cartier Brockville, ON, K6V6S6	\$1,381.70
2	6	14 Cartier Brockville, ON, K6V6S6	\$878.88
2	7	14 Cartier Brockville, ON, K6V6S6	\$773.01
2	8	14 Cartier Brockville, ON, K6V6S6	\$943.72
2	9	14 Cartier Brockville, ON, K6V6S6	\$911.20
2	10	14 Cartier Brockville, ON, K6V6S6	\$1,250.00
2	11	14 Cartier Brockville, ON, K6V6S6	
2	12	14 Cartier Brockville, ON, K6V6S6	
2	13	14 Cartier Brockville, ON, K6V6S6	\$1,175.00
2	14	14 Cartier Brockville, ON, K6V6S6	\$918.13
2	15	14 Cartier Brockville, ON, K6V6S6	\$908.75
2	16	14 Cartier Brockville, ON, K6V6S6	\$1,203.75
2	17	14 Cartier Brockville, ON, K6V6S6	\$1,391.95
2	18	14 Cartier Brockville, ON, K6V6S6	\$913.26
2	19	14 Cartier Brockville, ON, K6V6S6	
2	20	14 Cartier Brockville, ON, K6V6S6	\$888.68
2	21	14 Cartier Brockville, ON, K6V6S6	\$819.99
2	22	14 Cartier Brockville, ON, K6V6S6	
2	23	14 Cartier Brockville, ON, K6V6S6	\$916.97
2	24	14 Cartier Brockville, ON, K6V6S6	\$1,038.92

Total Rent **\$19,059.62**

Average Rent **\$1,003.14**

<u>Number of bedrooms</u>	<u>Unit No.</u>	<u>Building Address with Postal Code</u>	<u>June</u>
2	1	16 Cartier Brockville, ON, K6V6S6	\$985.44
1	2	16 Cartier Brockville, ON, K6V6S6	\$1,011.06
2	3	16 Cartier Brockville, ON, K6V6S6	\$902.18
2	4	16 Cartier Brockville, ON, K6V6S6	\$897.40
2	5	16 Cartier Brockville, ON, K6V6S6	\$763.55
2	6	16 Cartier Brockville, ON, K6V6S6	\$705.27
2	7	16 Cartier Brockville, ON, K6V6S6	
2	8	16 Cartier Brockville, ON, K6V6S6	
2	9	16 Cartier Brockville, ON, K6V6S6	Superintendent
2	10	16 Cartier Brockville, ON, K6V6S6	\$820.00
2	11	16 Cartier Brockville, ON, K6V6S6	\$819.98
2	12	16 Cartier Brockville, ON, K6V6S6	\$834.93
2	13	16 Cartier Brockville, ON, K6V6S6	\$1,412.45
2	14	16 Cartier Brockville, ON, K6V6S6	\$1,385.80
2	15	16 Cartier Brockville, ON, K6V6S6	\$849.98
2	16	16 Cartier Brockville, ON, K6V6S6	\$790.61
2	17	16 Cartier Brockville, ON, K6V6S6	\$892.41
2	18	16 Cartier Brockville, ON, K6V6S6	\$1,042.49

Total Rent \$14,113.55

Average Rent \$ 940.90

1390-1410 Kensington Rent Roll

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	1390 Kensington Pkwy, Brockville, ON	\$1,007.11
1BD	2	1390 Kensington Pkwy, Brockville, ON	\$809.66
2BD	3	1390 Kensington Pkwy, Brockville, ON	\$985.52
2BD	4	1390 Kensington Pkwy, Brockville, ON	\$1,065.11
2BD	5	1390 Kensington Pkwy, Brockville, ON	Vacant
2BD	6	1390 Kensington Pkwy, Brockville, ON	Vacant
2BD	7	1390 Kensington Pkwy, Brockville, ON	\$897.40
2BD	8	1390 Kensington Pkwy, Brockville, ON	\$901.13
2BD	9	1390 Kensington Pkwy, Brockville, ON	\$1,040.38
2BD	10	1390 Kensington Pkwy, Brockville, ON	\$900.93
2BD	11	1390 Kensington Pkwy, Brockville, ON	\$954.11
2BD	12	1390 Kensington Pkwy, Brockville, ON	\$880.28
2BD	13	1390 Kensington Pkwy, Brockville, ON	\$1,030.13
2BD	14	1390 Kensington Pkwy, Brockville, ON	\$921.66
2BD	15	1390 Kensington Pkwy, Brockville, ON	\$897.40
2BD	16	1390 Kensington Pkwy, Brockville, ON	\$959.13
2BD	17	1390 Kensington Pkwy, Brockville, ON	\$1,400.00
2BD	18	1390 Kensington Pkwy, Brockville, ON	\$943.50

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	1400 Kensington Pkwy, Brockville, ON	\$1,030.13
2BD	2	1400 Kensington Pkwy, Brockville, ON	\$999.38
2BD	3	1400 Kensington Pkwy, Brockville, ON	\$786.44
2BD	4	1400 Kensington Pkwy, Brockville, ON	\$920.02
1BD	5	1400 Kensington Pkwy, Brockville, ON	\$809.75
2BD	6	1400 Kensington Pkwy, Brockville, ON	Vacant
2BD	7	1400 Kensington Pkwy, Brockville, ON	Vacant
2BD	8	1400 Kensington Pkwy, Brockville, ON	\$900.18
2BD	9	1400 Kensington Pkwy, Brockville, ON	\$1,011.68
2BD	10	1400 Kensington Pkwy, Brockville, ON	\$1,250.00
2BD	11	1400 Kensington Pkwy, Brockville, ON	\$885.25
2BD	12	1400 Kensington Pkwy, Brockville, ON	\$1,067.80
2BD	13	1400 Kensington Pkwy, Brockville, ON	Vacant
2BD	14	1400 Kensington Pkwy, Brockville, ON	\$833.21
2BD	15	1400 Kensington Pkwy, Brockville, ON	\$1,439.10
2BD	16	1400 Kensington Pkwy, Brockville, ON	\$827.07
2BD	17	1400 Kensington Pkwy, Brockville, ON	\$1,055.75
2BD	18	1400 Kensington Pkwy, Brockville, ON	\$959.38

Bedroom TYPE	Unit No.	Building Address with Postal Code	June
2BD	1	1410 Kensington Pkwy, Brockville, ON	\$1,409.38
1BD	2	1410 Kensington Pkwy, Brockville, ON	\$802.87
2BD	3	1410 Kensington Pkwy, Brockville, ON	\$943.50
2BD	4	1410 Kensington Pkwy, Brockville, ON	\$910.76
2BD	5	1410 Kensington Pkwy, Brockville, ON	\$960.16
2BD	6	1410 Kensington Pkwy, Brockville, ON	\$1,011.06
2BD	7	1410 Kensington Pkwy, Brockville, ON	\$896.00
2BD	8	1410 Kensington Pkwy, Brockville, ON	\$932.59
2BD	9	1410 Kensington Pkwy, Brockville, ON	\$908.75
2BD	10	1410 Kensington Pkwy, Brockville, ON	\$940.59
2BD	11	1410 Kensington Pkwy, Brockville, ON	\$932.59
2BD	12	1410 Kensington Pkwy, Brockville, ON	\$816.39
2BD	13	1410 Kensington Pkwy, Brockville, ON	Vacant
2BD	14	1410 Kensington Pkwy, Brockville, ON	\$1,250.00
2BD	15	1410 Kensington Pkwy, Brockville, ON	\$1,300.00
2BD	16	1410 Kensington Pkwy, Brockville, ON	\$849.35
2BD	17	1410 Kensington Pkwy, Brockville, ON	\$913.25
2BD	18	1410 Kensington Pkwy, Brockville, ON	\$1,250.00

Total Actual Rent
Average Rent 2 Bedroom \$896
Range of Rent \$802.87-1300.00
Average Rent CMHC 2 Bedroom \$1,339
Average Rent to Market Deviation 49%
Actual Vacancy Rate 15%

APPENDIX 10

Population and Households (2016) — BROCKVILLE

Population and Households 2016 - Brockville

	TOTAL		OWNERS		RENTERS		OWNERSHIP
	#	%	#	%	#	%	
Age of population							
Total population	37,735	100.0					
0 to 14 years	5,140	13.6					
15 to 24 years	4,210	11.2					
25 to 34 years	3,730	9.9					
35 to 44 years	3,915	10.4					
45 to 54 years	5,520	14.6					
55 to 64 years	6,365	16.9					
65 years and over	8,850	23.5					
65 to 74 years	5,205	13.8					
75 to 84 years	2,695	7.1					
85 years and over	950	2.5					
Age of primary household maintainer²							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
15 to 24 years	375	2.2	75	0.6	300	6.0	20.0
25 to 34 years	1,710	10.1	855	7.2	850	16.9	50.0
35 to 44 years	2,150	12.7	1,380	11.6	775	15.4	64.2
45 to 54 years	3,160	18.7	2,230	18.8	930	18.5	70.6
55 to 64 years	3,780	22.4	2,920	24.6	860	17.1	77.2
65 years and over	5,735	33.9	4,415	37.2	1,320	26.2	77.0
65 to 74 years	3,115	18.4	2,370	20.0	745	14.8	76.1
75 to 84 years	1,895	11.2	1,505	12.7	395	7.8	79.4
85 years and over	725	4.3	540	4.5	185	3.7	74.5
Mobility of primary household maintainer² (5 years)							
Primary household maintainers who moved in the previous 5 years	5,610	100.0	2,605	100.0	3,005	100.0	46.4
15 to 24 years	350	6.2	75	2.9	275	9.2	21.4
25 to 34 years	1,290	23.0	575	22.1	720	24.0	44.6
35 to 44 years	1,000	17.8	440	16.9	560	18.6	44.0
45 to 54 years	925	16.5	435	16.7	490	16.3	47.0
55 to 64 years	840	15.0	460	17.7	375	12.5	54.8

	#	%	#	%	#	%	OWNERSHIP
65 years and over	1,205	21.5	620	23.8	585	19.5	51.5
65 to 74 years	780	13.9	415	15.9	365	12.1	53.2
75 to 84 years	320	5.7	170	6.5	155	5.2	53.1
85 years and over	100	1.8	40	1.5	60	2.0	40.0
Mobility of primary household maintainer² (1 year)							
Primary household maintainers who moved in the previous year	1,905	100.0	650	100.0	1,250	100.0	34.1
15 to 24 years	235	12.3	35	5.4	200	16.0	14.9
25 to 34 years	485	25.5	150	23.1	340	27.2	30.9
35 to 44 years	340	17.8	140	21.5	205	16.4	41.2
45 to 54 years	270	14.2	85	13.1	180	14.4	31.5
55 to 64 years	230	12.1	100	15.4	135	10.8	43.5
65 years and over	340	17.8	150	23.1	190	15.2	44.1
65 to 74 years	195	10.2	95	14.6	105	8.4	48.7
75 to 84 years	110	5.8	40	6.2	70	5.6	36.4
85 years and over	35	1.8	10	1.5	25	2.0	28.6
Household Type³							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Couple family household with children	3,775	22.3	3,165	26.6	610	12.1	83.8
Couple family household without children	5,510	32.6	4,690	39.5	815	16.2	85.1
Senior-led (65 or older) couple family household without children	2,745	16.2	2,420	20.4	320	6.4	88.2
Lone-parent family household	1,735	10.3	890	7.5	850	16.9	51.3
Female lone-parent family household	1,400	8.3	695	5.9	705	14.0	49.6
Male lone-parent family household	340	2.0	195	1.6	145	2.9	57.4
Multiple-family household	225	1.3	170	1.4	55	1.1	75.6
One-person household	5,105	30.2	2,680	22.6	2,420	48.1	52.5
Female one-person households	3,045	18.0	1,665	14.0	1,375	27.3	54.7
Senior (65 or older) female living alone	1,690	10.0	1,095	9.2	595	11.8	64.8
Male one-person household	2,060	12.2	1,015	8.5	1,045	20.8	49.3
Senior (65 or older) male living alone	590	3.5	365	3.1	230	4.6	61.9
Other non-family household	565	3.3	280	2.4	280	5.6	49.6
Household size							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2

	#	%	#	%	#	%	
One-person household	5,100	30.2	2,685	22.6	2,420	48.1	52.6
Two-person household	6,770	40.0	5,295	44.6	1,475	29.3	78.2
Three-person household	2,365	14.0	1,770	14.9	590	11.7	74.8
Four-person household	1,785	10.6	1,470	12.4	320	6.4	82.4
Five-or-more-person household	885	5.2	660	5.6	225	4.5	74.6
Average household size	2.2		2.4		1.9		
Immigrant households⁴							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Non-immigrant	15,250	90.2	10,615	89.4	4,635	92.1	69.6
Non-permanent resident⁵	15	0.1	0	0.0	10	0.2	0.0
Immigrant	1,645	9.7	1,250	10.5	390	7.7	76.0
Landed before 2001	1,455	8.6	1,130	9.5	315	6.3	77.7
Landed 2001 to 2010	130	0.8	95	0.8	35	0.7	73.1
Recent immigrants (landed 2011-2016)⁶	65	0.4	25	0.2	40	0.8	38.5
Households with seniors							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Household has at least one senior (65 or older)	6,235	36.9	4,835	40.7	1,405	27.9	77.5
Other household type	10,675	63.1	7,045	59.3	3,630	72.1	66.0
Households with children under 18							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Household has at least one child less than 18 years old	3,600	21.3	2,500	21.1	1,095	21.7	69.4
Other household type	13,310	78.7	9,370	78.9	3,940	78.3	70.4
Activity limitations⁷							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Household has at least one person with activity limitations	10,610	62.7	7,030	59.2	3,580	71.1	66.3
All other households	6,305	37.3	4,850	40.8	1,450	28.8	76.9
Aboriginal households⁸							
All private households	16,910	100.0	11,875	100.0	5,035	100.0	70.2
Aboriginal households	605	3.6	385	3.2	220	4.4	63.6
Non-Aboriginal households	16,305	96.4	11,495	96.8	4,815	95.6	70.5
Mortgages							
Private households with mortgage status known⁹	11,640	100.0	11,640	100.0			

Total Total

With a mortgage	6,310	54.2	6,310	54.2		
Without mortgage	5,330	45.8	5,330	45.8		
Household Income						
All private households	16,910	100.0	11,875	100.0	5,035	100.0
Less than \$20,000 before taxes	1,750	10.3	490	4.1	1,265	25.1
\$20,000 to \$39,999 before taxes	3,390	20.0	1,620	13.6	1,765	35.1
\$40,000 to \$59,999 before taxes	3,110	18.4	2,130	17.9	980	19.5
\$60,000 to \$79,999 before taxes	2,505	14.8	1,940	16.3	565	11.2
\$80,000 to \$99,999 before taxes	1,905	11.3	1,690	14.2	210	4.2
\$100,000 and over before taxes	4,250	25.1	4,010	33.8	245	4.9
Average household income before taxes (\$)	77,211		92,457		41,237	
Median household income before taxes (\$)	61,059		77,416		33,280	
Average household income after taxes (\$)	65,890		77,866		37,630	
Median household income after taxes (\$)	55,121		67,554		31,786	

Source: CMHC, adapted from Statistics Canada (Census of Canada and National Household Survey) (opens in new window)

Notes

- ¹Where band housing is present, total dwelling counts are larger than the sum of owned and rented dwellings.
- ²The primary household maintainer is the person or one of the people in the household responsible for major household payments such as the rent or mortgage. In households with more than one maintainer, the primary maintainer is the first person listed as a maintainer.
- ³Family households include at least one census family (a couple with or without children or a lone-parent family). These households may include members who are not part of the census family.
- ⁴An immigrant household is a household with a primary household maintainer who is an immigrant. An immigrant is a person who is or has ever been a landed immigrant/permanent resident, that is, someone who has been granted the right to live permanently in Canada by immigration authorities.
- ⁵A non-permanent resident household is a household with a primary household maintainer who is a non-permanent resident. A non-permanent resident is a person from another country who has a work or study permit, or who is a refugee claimant, and any non-Canadian-born family member living in Canada with him or her.
- ⁶Recent immigrants are immigrants who landed in Canada between Jan 1, 2011 and May 10, 2016.
- ⁷Activity limitations refer to difficulties that people have in carrying out daily activities such as hearing, seeing, communicating, or walking. Difficulties could arise from physical or mental conditions or health problems.
- ⁸An Aboriginal household is one of the following: i) a non-family household in which at least 50 per cent of household members self-identified as Aboriginal people; or ii) a family household that meets at least one of two criteria: a) at least one spouse, common-law partner, or lone parent self-identified as an Aboriginal person; or b) at least 50 per cent of household members self-identified as Aboriginal people.
- ⁹Mortgage data exclude farm operators.

APPENDIX 11

DRAFT PLAN OF CONDOMINIUM

Legal Structure & Operations Framework/Tenancy Protection

HOLDCO (Seller)

Registered owner of property, operating as a rental property and registered as a condominium



CONDOMINIUM OWNER/INVESTOR (Buyer)

The Draft Plan of Condominium will result in a PIN created for each condominium unit to be individually owned.



LEASEBACK FROM CONDOMINIUM OWNER/INVESTOR TO HOLDCO (The Lessor and Lessee are Holdco and Condominium Owner.)

Each and every condominium owner/investor shall enter into an agreement to lease to The Simple Investor.

IMPORTANT: The condominium owner acts as an investor only.



HOLDCO AFFILIATED COMPANY MANAGE AND OPERATE THE PROPERTY FOR BOTH CONDOMINIUM CORPORATION AND CONDOMINIUM OWNERS.

The property management company manages the property under the Residential Tenancies Act to continue the rental use. The condominium provider manages the property to govern the common element in accordance with the Declaration and Bylaws under the Condominium Act. **Important:** The condominium owner does not act as the Landlord, and the third party tenant is NOT the tenant with the condominium owner.

APPENDIX 12

Conversion to condominium, security of tenure

51 (1) If a part or all of a residential complex becomes subject to a registered declaration and description under the *Condominium Act, 1998* or a predecessor of that Act on or after June 17, 1998, a landlord may not give a notice under **section 48 or 49** to a person who was a tenant of a rental unit when it became subject to the registered declaration and description. 2006, c. 17, s. 51 (1).

Proposed units, security of tenure

(2) If a landlord has entered into an agreement of purchase and sale of a rental unit that is a proposed unit under the *Condominium Act, 1998* or a predecessor of that Act, a landlord may not give a notice under **section 48 or 49** to the tenant of the rental unit who was the tenant on the date the agreement of purchase and sale was entered into. 2006, c. 17, s. 51 (2).

APPENDIX 13



To: Warden and Members of County Council
From: Director, Community and Strategic Planning

**Application for Draft Plan of Condominium
and Condominium Conversion
CD 15-05-7: 2442583 Ontario Inc.**

RECOMMENDATIONS

1. That Oxford County Council grant draft approval to a proposed plan of condominium submitted by 2442583 Ontario Inc., to create a draft plan of condominium (File No.: CD 15-05-7) as applied to lands consisting of Part Lot 94, Lot 95, Plan M25, Parts 1, 2 & 4, Plan 41R-1397, Town of Tillsonburg subject to the conditions attached as Schedule "A" to Report No. CASPO 2015-233 being met prior to final approval.
2. And further, that Oxford County Council approve the conversion of the 3-storey apartment dwelling house to condominium ownership for lands described as Part Lot 94, Lot 95, Plan M25, Parts 1, 2 & 4, Reference Plan 41R-1397 in the Town of Tillsonburg proposed by application CD 15-05-7 by 2442583 Ontario Inc.

REPORT HIGHLIGHTS

- The purpose of this report is to consider the conversion of an existing apartment building from rental units to condominium ownership and draft plan approval for a plan of condominium.
- The proposal is consistent with the relevant policies in the 2014 Provincial Policy Statement, and generally complies with the intent of the Official Plan, as the existing development is designated Medium Density Residential and is appropriately zoned.
- Agency circulation resulted in no concerns with the proposed development.

Implementation Points

This application will be implemented in accordance with the relevant policies contained in the Official Plan.

Financial Impact

The approval of this application will have no financial impact beyond what has been approved in the current year's budget. The Treasurer has reviewed this report and agrees with the financial impact information.

Risks/Implications

There are no risks or other implications anticipated as a result of this application beyond those that can reasonably be expected for any such proposal.

Strategic Plan

County Council adopted the County of Oxford Strategic Plan (2015-2018) at its regular meeting of May 27, 2015. The initiative contained within this report supports the Values and Strategic Directions as set out in the Strategic Plan as it pertains to the following:

3. ii. ***A County that Thinks Ahead and Wisely Shapes the Future*** – Implement development policies, land uses and community planning guidelines that:
- *Strategically grow our economy and our community*
 - *Actively promote the responsible use of land and natural resources by focusing on higher density options before considering settlement boundary expansions*
 - *Provides a policy framework which supports community sustainability, health and well-being*
 - *Supports healthy communities within the built environment*

DISCUSSION

Background

Owner:

2442583 Ontario Inc.
287 Queen Street
Streetsville ON, L5M 1L9

Agent:

Zimmerman Associates
3338 Dufferin Street
Toronto ON, M6A 3A4

Location:

The subject property is described as Part Lot 94, Lot 95, Plan M25, Parts 1, 2 & 4, Plan 41R-1397, Town of Tillsonburg. The property is located on the south side of Lisgar Avenue, opposite Van Norman Drive, and is municipally known as 185 Lisgar Avenue.

County of Oxford Official Plan:

Schedule "T-1"	Town of Tillsonburg Land Use Plan	Residential
Schedule "T-2"	Town of Tillsonburg Residential Density Plan	Medium Density Residential

Town of Tillsonburg Zoning By-law No.3295:

Existing Zoning: Medium Density Residential Zone (RM)

Application Review

Proposal and Background

An application for Draft Condominium Approval has been received by the Town of Tillsonburg and the County of Oxford. The applicant proposes to convert the tenure of the 23 residential units from rental to condominium ownership.

The subject property is approximately 2,765 m² (29,762 ft²) in area and contains a 3-storey building (circa. 1978) comprising sixteen (16) 2-bedroom units, seven (7) 1-bedroom units, and twenty-six (26) parking spaces. The lands are zoned 'Medium Density Residential (RM)' according to the Town of Tillsonburg Zoning By-law, which permits multi-unit residential uses.

Comments

(a) 2014 Provincial Policy Statement

The 2014 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The current policy framework came into effect on April 30, 2014. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions "shall be consistent with" all policy statements issued under the Act.

Policies within the PPS direct municipalities to provide for a range of housing types and densities to meet the needs of current and future residents as well as promoting compact built form of development. The policies also advise municipalities to permit and facilitate all forms of housing to meet the social, health and well-being of current and future residents and promoting residential intensification where it can be accommodated taking into account existing building stock, efficient use of infrastructure and public service facilities and where it does not impact on natural environmental features.

(b) Official Plan

The subject property is located within the Medium Density Residential designation according to the Town of Tillsonburg Residential Density Plan in the Official Plan.

Section 8.2.2.2 of the Official Plan contains policies where Town Council can encourage the creation of housing opportunities within the Town that may result in a mix of tenure forms, such as ownership, rental and cooperative units. Further to this, the policies also contain criteria as a guide when considering applications to convert from rental to ownership tenure as follows:

- the vacancy rate for similar unit types which are available at a similar level of rent, as determined using CMHC information, is 3% or greater;
- whether the proposal will add to the affordable housing stock and the proportion of similarly priced ownership housing in the housing market;
- minimize hardship for existing tenants and the potential for displacement;
- the proposal complies with all residential development standards, the maintenance and occupancy by-law and design standards;
- the proposal complies with the Ontario Building and Fire Codes or is proposed to be upgraded in accordance with such standards or requirements.

(c) Zoning By-Law

The subject property is zoned 'Medium Density Residential Zone (RM)' according to the Town's Zoning By-Law.

The proposal complies with the minimum required lot frontage, lot depth, front yard depth, rear yard depth and maximum lot coverage as per the RM zone.

The proposal does not comply with the minimum lot area, minimum interior side yard width, minimum landscaped open space, minimum required parking spaces, and one unit does not meet the minimum required gross floor area. Town staff have confirmed that these deficiencies are considered to be legal non-conforming and it appears the site has functioned well notwithstanding these deficiencies.

(d) Agency Comments

The development proposal was circulated to various agencies considered to have an interest in the proposal. The following comments were received:

The Town Engineering Services Department provided the following comments:

- 5.0 m easement in favour of the Town/ County will be required over the existing sanitary sewer that traverses the south side of the property;
- Easement will be required over the existing electrical plant to the point of demarcation in the favour of Tillsonburg Hydro Inc.;
- Only one County water meter will be permitted per condominium property. Secondary meters may be installed for the convenience of the Owner at the Owner's expense;
- The applicant should be aware that the private water system onsite shall be separate from the municipal drinking water system. The applicant is advised that they are the responsible operator under the Safe Drinking Water Act Regulations for systems on private property.

The Town Building Services Department indicated that a site inspection has been conducted and has verified the findings in the consultant's Building Condition Assessment report. No conditions of approval are required prior to final approval.

Oxford County Public Works Department indicated that the owner must provide a 5.0 m easement over the existing sanitary sewer line that services park land to the south to the manhole at the intersection of Lisgar Avenue & Van Norman Drive. A draft of the plan shall be provided to Oxford County Public Works for review and approval prior to final approval.

(e) Town of Tillsonburg Council

Town of Tillsonburg Council recommended support of the conversion of the building to condominium ownership and the proposed draft plan of condominium at the Town's regular meeting of October 26, 2015.

Planning Analysis

The approval of an application for draft plan of condominium generally involves a process similar to subdivision approval where, after appropriate circulation of the proposal, an applicant receives 'draft' approval which is contingent on the applicant satisfying a number of conditions prior to final approval and registration.

It is Planning staff's opinion that the application is in conformity with the policies of the PPS in that the application provides for a different form of housing to meet the long term social needs of the current and future residents.

In terms of Official Plan policy, the average vacancy rate in the latest two surveys for a one-bedroom apartment unit in Tillsonburg is 4.5% according to the Canada Mortgage and Housing Rental Market Report for the Spring of 2015. Further, the average vacancy rate for the same time period for a two-bedroom apartment unit in Tillsonburg is 2.5%. While the vacancy rate for this unit type in Tillsonburg is less than the 3% 'base' as set out in the Official Plan policies, Planning staff note an additional number of criteria are to be considered when assessing conversion applications.

Notwithstanding that the current rental rate information indicates that the vacancy rates for two bedroom apartment units in Tillsonburg is less than the 3% 'base' identified in the Official Plan, the CMHC also publishes the availability rate of units that provide an indication of the availability of units rental units in the short term (i.e. units that will be available within 30-60 days). This information was not tracked by the CMHC at the time that the current Official Plan policies regarding vacancy rates were adopted by Council. It is the opinion of this Office that the use of 'availability rates' together with vacancy provides additional guidance when considering applications for conversion from rental to condominium tenure. Having said this, according to the CMHC data, the availability rate for similar units over the same two vacancy survey average is 4.9% for a one-bedroom unit and 2.8% for a two-bedroom unit. It is of note that availability rate in April 2015 was only marginally less than the 3.0 % base as set out in the Official Plan.

The applicant has provided information regarding the availability of the existing apartment units should it be converted to condominium ownership. The condominium ownership would allow the sale of the units as rental income properties, however, it is proposed that the new ownership will continue to rent the units to the existing tenants.

Additionally, with respect to the potential impact of conversion on tenants and the potential for displacement, the Residential Tenancies Act includes a number of provisions intended to prohibit displacement and hardship to existing tenants resulting from the conversion of rental units to condominium ownership.

Specifically, the Act provides the following protections for existing tenants where conversion has occurred:

- *A landlord is prohibited from evicting an existing tenant to give vacant possession to a prospective purchaser of the condominium unit and is prohibited from termination based on possession by the landlord for the purpose of personal occupation by the landlord or member of the immediate family. Any purchaser of the condominium unit will not be able to obtain vacant possession while the tenant remains in the unit.*
- *Tenants of a converted residential unit are guaranteed the right of 'first refusal' to purchase the condominium unit.*

With respect to the Town's Zoning By-law, the subject property is zoned RM and appears to meet the relevant zone provisions, with the exception of the noted deficiencies which are considered legal non-conforming. Additionally, considering the long standing use of the property in its present form (approximately 37 years) this Office is satisfied that the existing use of the lands is adequately served with respect to building location, unit sizes, and parking and

that the development will not be affected by the applicant's proposal to convert the apartment units to condominium ownership.

The applicant has submitted a Building Condition Assessment and a review of the existing structure relative to the Ontario Building Code and Fire Code. Town Building staff have verified the findings of these reports and have no further comments.

Further, current legislation prohibits the displacement of existing tenants, regardless of any change in ownership and requires that existing tenants be provided a first right of refusal with respect to the purchase of the condominium unit.

Based on the forgoing, Planning Staff are of the opinion that the proposed condominium conversion is consistent with the PPS, generally complies with the relevant Official Plan policies, and maintains the general intent of the Town's Zoning By-law.

Conclusions

The review of the application has determined that the proposal is consistent with the 2014 Provincial Policy Statement and generally maintains the intent and purpose of the relevant policies of the Official Plan regarding the conversion of rental units to condominium ownership within the Town of Tillsonburg. Conditions of draft plan approval that are relevant for the proposed development are recommended for Council's review.

It is therefore recommended that County Council approve of the conversion of the existing building from rental units to condominium ownership. It is further recommended that the proposed draft plan of condominium be approved, subject to a number of conditions that address issues raised by Town and County staff during the review of the draft plan.

SIGNATURES

Report Author:

original signed by

Eric Gilbert, MCIP, RPP
Senior Planner

Departmental Approval:

original signed by

Gordon K. Hough, MCIP, RPP
Director

Approved for submission:

original signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

Attachment No. 1: Report Mapping

Plate 1, Location Map with Existing Zoning, indicates the location of the subject property and the zoning in the immediate area.

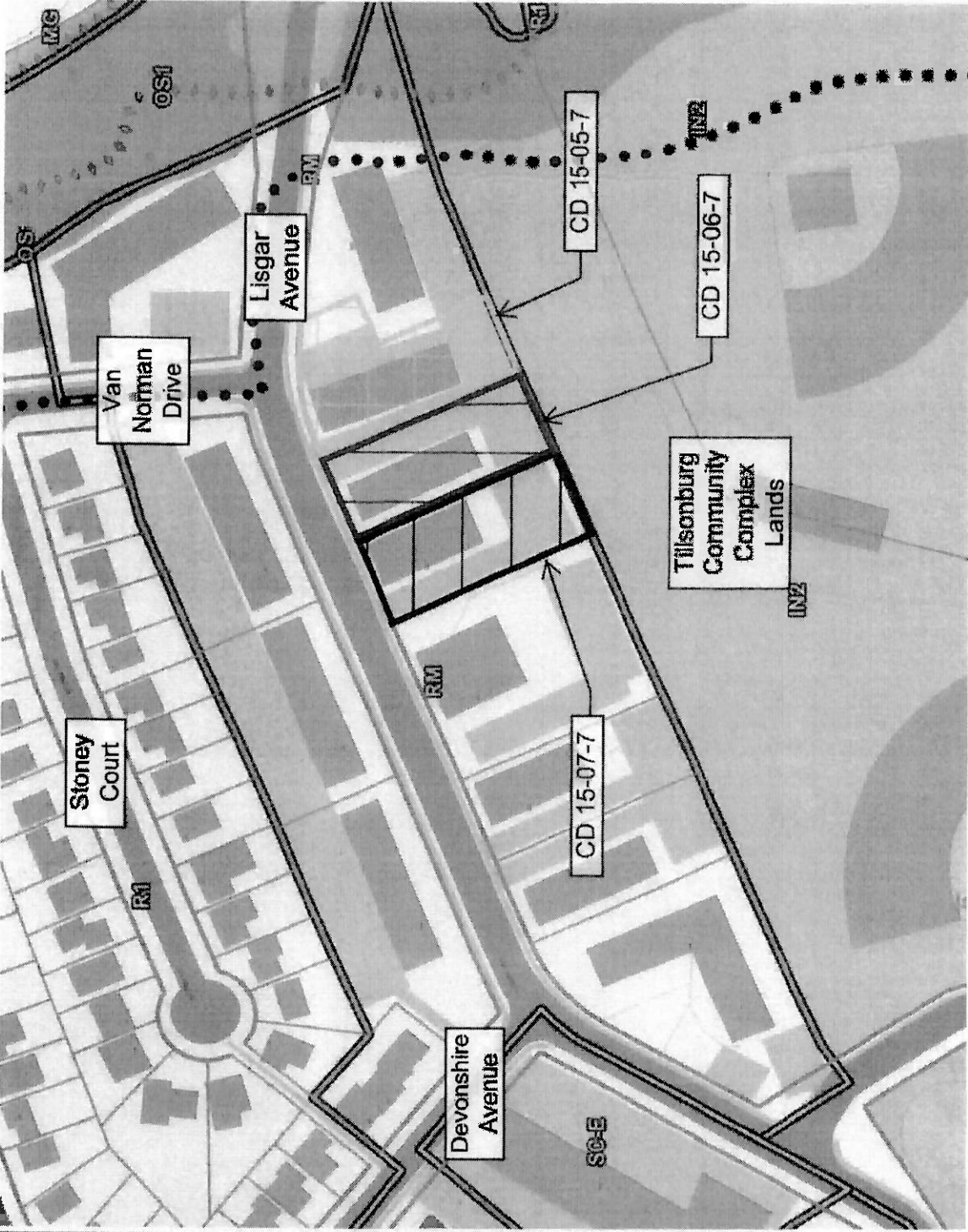
Plate 2, 2010 Air Photo with Existing Zoning, provides an aerial view of the subject lands and surrounding area as of April 2010.

Plate 3, Applicant's Draft Plan of Condominium, illustrates the location of the existing building, access points to the property as well as the parking area on the subject property.

Attachment No. 2: Schedule "A": Conditions of Draft Approval



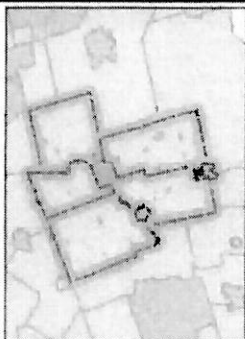
Plate 1: Location Map with Existing Zoning
 File Nos. CD 15-05-7, CD 15-06-7, CD 15-07-7- 2442583 Ontario Inc.- Sireg Management Inc.
 Lots 96, 97, Part Lot 94, Plan M25, Town of Tillsonburg- 185, 187, 191 Lisgar Avenue



Legend

- Parcel Lines
- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary
- Environmental Protection/Flood Overlay
- Flood Fringe
- Floodway
- Environmental Protection (EP1)
- Environmental Protection (EP2)
- Zoning
- Floodlines/Regulation Limit
- 100 Year Flood Line
- 30 Metre Setback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fall Lines
- Zoning (Displays 1:16000 to 1:300)

Notes



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

August 12, 2015

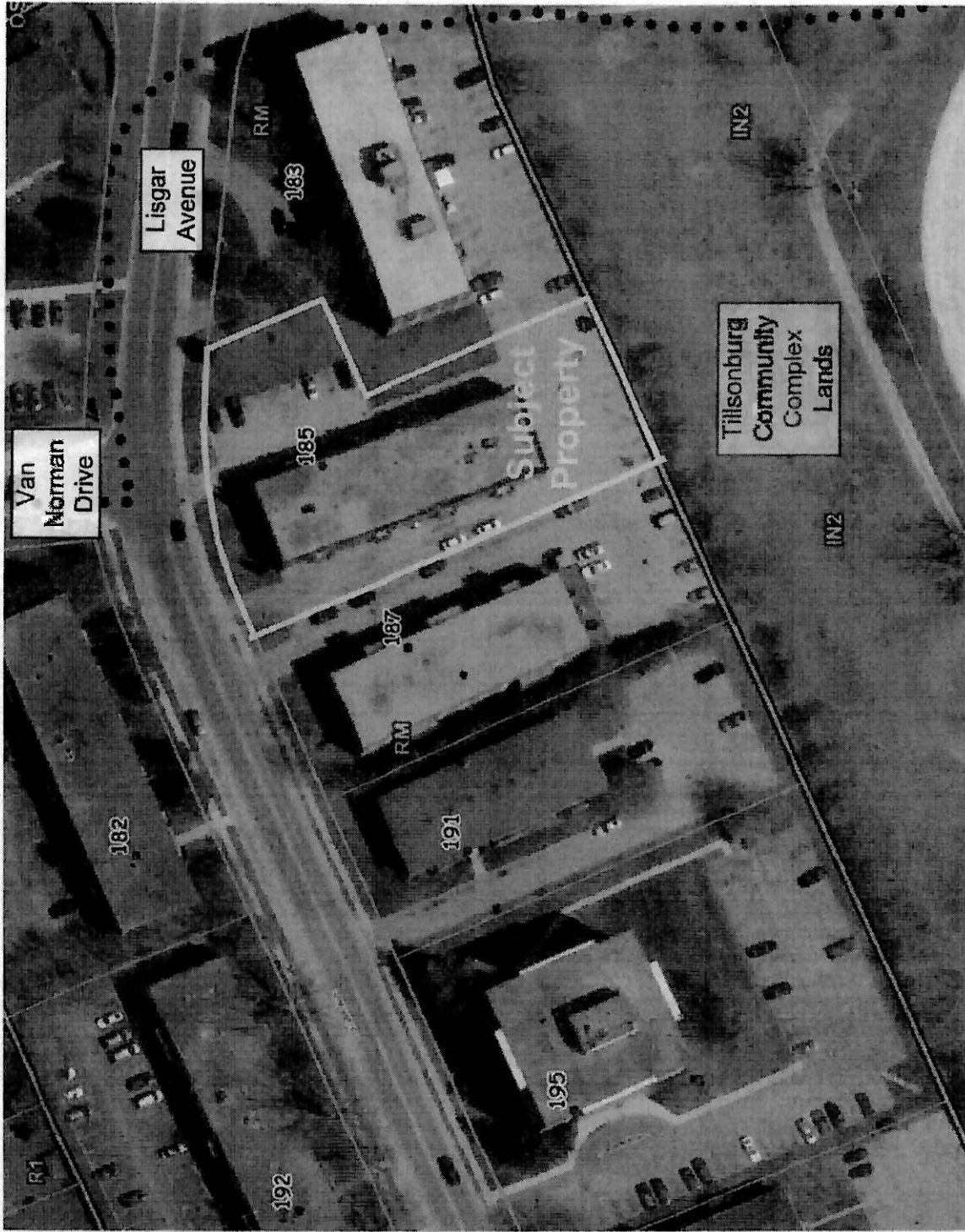
104 Meters

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NAD_1983_UTM_Zone_17N





Legend

- Civic Address
- Parcel Lines
- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary
- Environmental Protection/Flood Overlay
- Flood Fringe
- Floodway
- Environmental Protection (EP1)
- Environmental Protection (EP2)
- Zoning
- Floodlines/Regulation Limit
- ** 100 Year Flood Line
- * 30 Metre Stackback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines
- Zoning (Displays 1:16000 to 1:500)

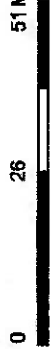
Notes



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August 12, 2015



0 26 51 Meters



NAD_1983_UTM_Zone_17N



Schedule "A"
To Report No. 2015-233

Conditions of Draft Approval – CD 15-05-7 - 2442583 Ontario Inc.

1. This approval applies to the draft plan of condominium, submitted by 2442583 Ontario Inc. (File CD 15-05-7) and prepared by Kim Husted Surveying, (dated September 28, 2015), as shown on Plate 3 of Report No. 2015-233, comprising land described as Part Lot 94, Lot 95, Plan M25, Parts 1, 2 & 4, Plan 41R-1397, Town of Tillsonburg, and showing 23 residential units.
2. That the owner grants any required easements for electrical servicing to the satisfaction of Tillsonburg Hydro Inc.
3. That the owner grants any required easements for sanitary services to the satisfaction of the Town of Tillsonburg Engineering Services Department and Oxford County Public Works Department.
4. Prior to signing the final plan for registration, the County of Oxford shall be advised by the Town of Tillsonburg that Conditions 2 and 3 have been addressed, to the satisfaction of the Town of Tillsonburg. The clearance letter shall include a brief statement for each condition detailing how each condition has been satisfied.
5. Prior to signing the final plan for registration, the County of Oxford shall be advised by Oxford County Public Works Department that Condition 3 has been addressed to their satisfaction. The clearance letter shall include a brief statement detailing how the condition has been satisfied.