

A BY-LAW TO BEING A BY-LAW TO AUTHORIZE AN ENCROACHMENT AGREEMENT WITH TESCO VENTURE MANAGEMENT INC. FOR PROPERTY LOCATED AT 142 ORR STREET COBOURG

WHEREAS Tasco Venture Management Inc represents that it is the owner of the lands legally described as 142 Orr Street, COBOURG, ONTARIO, particularly described 142 ORR STREET, COBOURG, ONTARIO, particularly described as Part of Lot 14, BLOCK H ON CADDY PLAN, BEING PART 2 ON PLAN 39R-14472; COBOURG, PART OF PIN 51092-0167;

AND WHEREAS the Municipality represents that it is the owner of the lands described as Road Allowance – ORR STREET PL CADDYCOBOURG; COBOURG being all of PIN 51092-0099 (LT) (hereinafter referred to as the “Encroachment Lands”); and

AND WHEREAS Consent Applications B-08-21 through B-13-21 were approved by the Committee of Adjustment at their meeting on September 14, 2021. As a condition of the decisions, the Owner is required to enter into an Encroachment Agreement with the Town to recognize the existing structures in the road allowance.

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

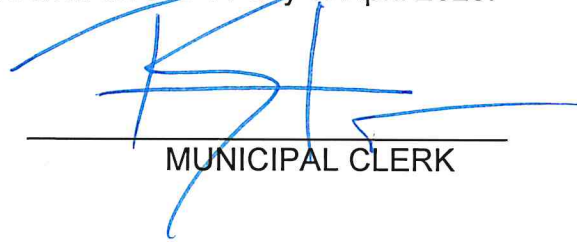
1. THAT the Mayor and Clerk are authorized to sign, on behalf of the Municipality, the Encroachment Agreement with Tasco Venture Management Inc for the property located at 142 Orr Street, Cobourg.
2. THAT the Agreement shall be attached to this By-law as Schedule “A”.
3. That this Agreement shall be registered against the lands legally described as 142 ORR STREET, COBOURG, ONTARIO, particularly described as Part of Lot 14, BLOCK H on Caddy Plan, being Part 2 on Plan 39R-14472; COBOURG, PART OF PIN 51092-0167
4. THAT all costs for the preparation and registration of this Agreement are to be paid by Tasco Venture Management Inc.
5. THAT the Clerk and/or Mayor, as may be required, are authorized to execute whatever further documents as may be required to effect the Agreement described in Section 1 of this By-law.
6. THAT passage of this By-law shall be deemed to include authorization to legal counsel to register this Agreement, in the appropriate Land Titles Office or Land Registry Office without further written authorization.

7. THAT this By-law shall come into effect on its passing.

Read and finally passed in Open Council on this 11 day of April 2023.



DEPUTY MAYOR



MUNICIPAL CLERK

APPENDIX "A"

Encroachment Agreement

142 Orr Street Cobourg

ACKNOWLEDGEMENT AND DIRECTION

TO: KEVIN WALSH
(Insert lawyer's name)

AND TO: TEMPLEMAN LLP
(Insert firm name)

RE: THE CORPORATION OF THE TOWN OF COBOURG RE 142 ORR STREET ENCROACHMENT AGREEMENT (Our File #55904) - Registration of the Notice of Encroachment Agreement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- ~~You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;~~
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- ~~I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.~~

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto, being the Notice of Encroachment Agreement

Dated at Cobourg, this 2 day of May, 2023.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF COBOURG

Per:

Lucas Cleveland
LUCAS CLEVELAND, MAYOR

Nicole Beatty
Deputy Mayor

Brent Larmer
BRENT LARMER, CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

Properties

PIN 51092 - 0189 LT Affects Part of Prop
Description PT LT 14 BLK H PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG;BEING PART 2 ON 39R14472; TOWN OF COBOURG
Address 142 ORR STREET
 COBOURG

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF COBOURG
 Acting as a company
Address for Service 55 King Street West
 Cobourg, Ontario
 K9A 2M2

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

This document is being authorized by a municipal corporation THE CORPORATION OF THE TOWN OF COBOURG; by Lucas Cleveland, Mayor and Brent Larmer, Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

File Number

Applicant Client File Number : 55904

THIS AGREEMENT made in triplicate this 13 day of APRIL, 2023

BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG
(hereinafter called "the Municipality")

PARTY OF THE FIRST PART

- and -

TASCO VENTURE MANAGEMENT INC.
(hereinafter called "the Owners")

PARTIES OF THE SECOND PART

WHEREAS the Owners are the owners of 142 Orr Street in the Town of Cobourg, County of Northumberland;

AND WHEREAS the Owners' buildings and/or structures located at the above municipal address have, by inadvertence, been wholly or partially erected upon Orr Street, which is a public highway owned by the Municipality;

AND WHEREAS the Owners have asked the Municipality for permission to continue the encroachment on the Municipality's lands on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

1. The Municipality hereby grants permission in the form of a terminable licence to the Owners to continue the existing encroachment of the Owners' buildings and/or structures on the lands of the Municipality subject to the terms of this Agreement. The lands of the Owners are described in Schedule "A" and the nature and permitted extent of the encroachment on the Municipality's lands are described on Schedule "B" hereto.
2. The Owners acknowledge and agree that no alteration, reinforcement, expansion, addition or improvement shall be made to the portion of the building or structures located on the lands of the Municipality without the prior written consent of the Municipality which consent may be withheld by the Municipality in its sole and absolute discretion.

3. The Owners:
- a. hereby acknowledge and agree that the permission granted in Paragraph 1 of this Agreement by the Municipality may be revoked at any time by the Municipality in its sole and absolute discretion where such revocation is reasonably required for municipal purposes;
 - b. shall, within six (6) months of receiving written notice from the Municipality, submit complete applications for all necessary permits relating to the removal of all the Owners' buildings and structures located on the lands of the Municipality, and within six (6) months of the issuance of all necessary permits, shall remove all of the Owners' buildings and structures on the land of the Municipality and shall leave such lands in a clean, level and safe condition to the satisfaction of the Municipality, all at the Owners' sole expense.
4. The Owners hereby agree with the Municipality that the buildings and structures located on the Municipality's lands are and remain at the sole risk of the Owners.
5. The Owners hereby covenant and agree to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the encroachment of the Owners' buildings or structures on the Municipality's lands described in Schedule "B".
6. The Owners hereby consent to the registration of this Agreement against the title to the lands described in Schedule "A" hereto and all fees, costs and expenses in connection therewith shall be the responsibility of the Owners.
7. All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

Tasco Venture Management Inc.
112-801 Eglinton Avenue West
Toronto ON M5N 1E3

Witness:

Witness: *Brad Holland*
Brad Holland

) 
) Clerk

) TASCO VENTURE MANAGEMENT
INC.

) *Amit Sofer*
) name: Amit Sofer

I have the authority to bind the corporation

SCHEDULE "A"
OWNERS' LANDS

142 ORR STREET, COBOURG, ONTARIO, particularly described as Part of Lot 14, BLOCK H on Caddy Plan, being Part 2 on Plan 39R-11472; COBOURG, PART OF PIN 51092-0167

SCHEDULE "B"
ENCROACHMENT

Covered frame porch and concrete pad on Orr Street, more particularly identified in Part 4 on Plan 39R-14472

ACKNOWLEDGEMENT AND DIRECTION

TO: KEVIN WALSH
(Insert lawyer's name)

AND TO: TEMPLEMAN LLP
(Insert firm name)

RE: THE CORPORATION OF THE TOWN OF COBOURG RE 144 ORR STREET ENCROACHMENT AGREEMENT (Our File #55904) - Registration of the Notice of Encroachment Agreement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- ~~You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;~~
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto, being the Notice of Encroachment Agreement

Dated at Cobourg, this 3 day of May, 2023.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF COBOURG

Per:


LUCAS CLEVELAND, MAYOR


BRENT LARMER, CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

Properties

PIN 51092 - 0189 LT Affects Part of Prop

Description PT LT 14 BLK H PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG; PT LT 15 BLK H PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG; BEING PART 1 ON 39R14472; TOWN OF COBOURG

Address 144 ORR STREET
COBOURG

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF COBOURG
Acting as a company

Address for Service 55 King Street West
Cobourg, Ontario
K9A 2M2

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

This document is being authorized by a municipal corporation THE CORPORATION OF THE TOWN OF COBOURG; by Lucas Cleveland, Mayor and Bretn Larmer, Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

File Number

Applicant Client File Number : 55904

THIS AGREEMENT made in triplicate this 13 day of APRIL, 2023

BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG

(hereinafter called "the Municipality")

PARTY OF THE FIRST PART

- and -

TASCO VENTURE MANAGEMENT INC.

(hereinafter called "the Owners")

PARTIES OF THE SECOND PART

WHEREAS the Owners are the owners of 144 Orr Street in the Town of Cobourg, County of Northumberland;

AND WHEREAS the Owners' buildings and/or structures located at the above municipal address have, by inadvertence, been wholly or partially erected upon Orr Street, which is a public highway owned by the Municipality;

AND WHEREAS the Owners have asked the Municipality for permission to continue the encroachment on the Municipality's lands on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

1. The Municipality hereby grants permission the existing encroachment of the Owners' buildings and/or structures on the lands of the Municipality subject to the terms of this Agreement. The lands of the Owners are described in Schedule "A" and the nature and permitted extent of the encroachment on the Municipality's lands are described on Schedule "B" hereto.
2. The Owners acknowledge and agree that no alteration, reinforcement, expansion, addition or improvement shall be made to the portion of the building or structures located on the lands of the Municipality without the prior written consent of the Municipality which consent may be withheld by the Municipality in its sole and absolute discretion.


3. The Owners:

- a. hereby acknowledge and agree that the permission granted in Paragraph 1 of this Agreement by the Municipality may be revoked at any time by the Municipality in its sole and absolute discretion where such revocation is reasonably required for municipal purposes;
 - b. shall, within six (6) months of receiving written notice from the Municipality, submit complete applications for all necessary permits relating to the removal of all the Owners' buildings and structures located on the lands of the Municipality, and within six (6) months of the issuance of all necessary permits, shall remove all of the Owners' buildings and structures on the land of the Municipality and shall leave such lands in a clean, level and safe condition to the satisfaction of the Municipality, all at the Owners' sole expense.
4. The Owners hereby agree with the Municipality that the buildings and structures located on the Municipality's lands are and remain at the sole risk of the Owners.
 5. The Owners hereby covenant and agree to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the encroachment of the Owners' buildings or structures on the Municipality's lands described in Schedule "B".
 6. The Owners hereby consent to the registration of this Agreement against the title to the lands described in Schedule "A" hereto and all fees, costs and expenses in connection therewith shall be the responsibility of the Owners.
 7. All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

Tasco Venture Management Inc.
112-801 Eglinton Avenue West
Toronto ON M5N 1E3

Witness: *Brad Holland*
Brad Holland


Clerk

) TASCO VENTURE MANAGEMENT INC.
) *Amit Sofer*
) name: Amit Sofer
) I have the authority to bind the corporation
)
)

SCHEDULE "A"
OWNERS' LANDS

144 ORR STREET, COBOURG, ONTARIO, particularly described as Parts of Lot 14 and 15, BLOCK H on Caddy Plan, being Part 1 on Plan 39R-11472; COBOURG, PART OF PIN 51092-0167

SCHEDULE "B"

ENCROACHMENT

Southern limit of 1 storey vinyl dwelling on Orr Street, more particularly identified in Part 3 on Plan 39R-14472

LAND
REGISTRY
OFFICE #39

51092-0184 (LT)

PAGE 1 OF 2
PREPARED FOR Cassidy1
ON 2023/05/02 AT 15:41:04

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART LOTS 17, 18 AND 19 BLOCK H PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG, AS PART 1 PLAN 39R14238; TOGETHER WITH AN EASEMENT OVER PART LOTS 12, 13 AND 16 BLOCK H PLAN CADDY AS PART 1 PLAN 39R14261 AS IN ND214053; SUBJECT TO AN EASEMENT IN FAVOUR OF NORTHUMBERLAND STANDARD CONDOMINIUM PLAN NO. CCP95 AS IN ND215623; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS NORTHUMBERLAND STANDARD CONDOMINIUM PLAN NO. 95 AND PARTS 5, 6, 7 AND 9 PLAN 39R14238 AS IN ND215623; TOWN OF COBOURG

PROPERTY REMARKS: LOTS 17, 18 & 19 AKA BLK H CADDY PLAN (FORMERLY LT 18 CON B HAMILTON) COBOURG; PLANNING ACT CONSENT AS IN CB66369. FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2015/05/20.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 51092-0178

PIN CREATION DATE:
2021/05/26

OWNERS' NAMES
TVM COBOURG INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/05/26 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CAD1	1878/11/17	PLAN SUBDIVISION				C
ND114326	2015/02/12	TRANSFER	\$500,000	COBOURG BRANCH "133" OF THE ROYAL CANADIAN LEGION	TVM COBOURG INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
39R13211	2015/05/20	PLAN REFERENCE				C
ND117521	2015/05/20	APL ABSOLUTE TITLE		TVM COBOURG INC.		C
ND151876	2017/06/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TVM COBOURG INC.	AVIVA INSURANCE COMPANY OF CANADA	
ND162795	2018/02/02	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TVM COBOURG INC.	CAMERON STEPHENS FINANCIAL CORPORATION	
ND162796	2018/02/02	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** TVM COBOURG INC.	CAMERON STEPHENS FINANCIAL CORPORATION	
REMARKS: ND162795						
ND162797	2018/02/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	CAMERON STEPHENS FINANCIAL CORPORATION	
REMARKS: ND151876 TO ND162795						
ND162800	2018/02/02	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #39

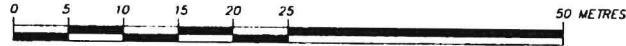
51092-0184 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
ND162801	2018/02/02	NO ASSGN RENT GEN		CAMERON STEPHENS FINANCIAL CORPORATION *** DELETED AGAINST THIS PROPERTY *** CAMERON STEPHENS FINANCIAL CORPORATION	CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA	
ND165377	2018/04/18	NOTICE		THE CORPORATION OF THE TOWN OF COBOURG		C
ND165378	2018/04/18	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF COBOURG	
ND196674	2020/04/24	NOTICE		*** DELETED AGAINST THIS PROPERTY *** TVM COBOURG INC.	CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA	
ND196677	2020/04/24	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA	
39R14195	2020/12/16	PLAN REFERENCE				C
39R14238	2021/03/02	PLAN REFERENCE				C
ND216743	2021/06/10	NOTICE	\$2	NORTHUMBERLAND STANDARD CONDOMINIUM CORPORATION NO. 95		C
ND219430	2021/07/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
ND219545	2021/07/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAMERON STEPHENS FINANCIAL CORPORATION LAURENTIAN BANK OF CANADA		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**PLAN OF SURVEY OF
 LOT 3, & PART OF LOT 2 (WEST OF PRINCE EDWARD STREET)
 PART OF THE LANE (NORTH OF CHAPEL STREET)
 LOTS 1, 2, 3 & 4 (NORTH OF CHAPEL STREET)
 LOTS 4 & 5 (EAST OF DIVISION STREET)
 REGISTERED PLAN NUMBER 28
 TOWN OF BRIGHTON NOW IN THE
 MUNICIPALITY OF BRIGHTON
 COUNTY OF NORTHUMBERLAND**



SCALE 1:400
 KERRY BOEHME, ONTARIO LAND SURVEYOR



I REQUIRE THIS PLAN TO
 BE DEPOSITED UNDER THE
 LAND TITLES ACT.

DATE: MARCH 9, 2006.

Kerry Boehme
 KERRY BOEHME
 ONTARIO LAND SURVEYOR

PLAN 39R 11472

RECEIVED AND DEPOSITED

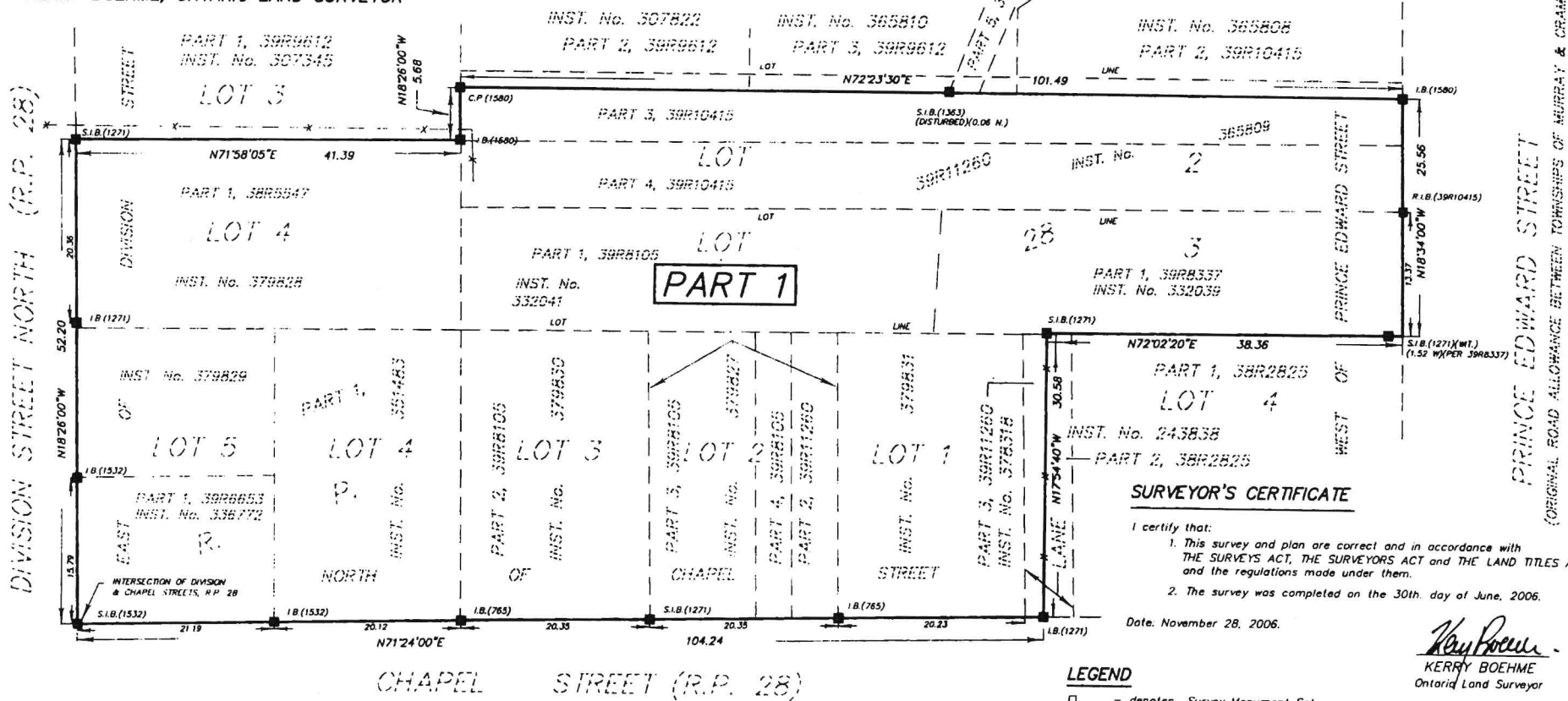
DATE: March 15, 2007

Bahman Fazel
 LAND REGISTRAR
 FOR THE LAND TITLES DIVISION OF
 NORTHUMBERLAND (39).

SCHEDULE

PART	LOT	R.P.	INST. No.	AREA
1	3 & PT 2, W. OF PRINCE EDWARD 4 & 5, E. OF DIVISION 1, 2, 3 & 4, N. OF CHAPEL PT. OF LANE, N. OF CHAPEL	28	332039, 332041, 365809 336772, 379820, 379829 351483, 379827, 379830, 379831 378318	0.873 HA.

NOTE: LANE NORTH OF CHAPEL ST. CLOSED BY BY-LAW No. 1987-466, INST. No. 132339
 THIS PLAN COMPRISES ALL OF PIN 51160-0001



SURVEYOR'S CERTIFICATE

I certify that:
 1. This survey and plan are correct and in accordance with
 THE SURVEYS ACT, THE SURVEYORS ACT and THE LAND TITLES ACT
 and the regulations made under them.
 2. The survey was completed on the 30th. day of June, 2006.

Date: November 28, 2006.

LEGEND

- - denotes Survey Monument Set.
- - denotes Survey Monument Found.
- S.S.I.B. - denotes Short Standard Iron Bar.
- S.I.B. - denotes Standard Iron Bar.
- I.B. - denotes Iron Bar.
- R.I.B. - denotes Round Iron Bar.
- C.P. - denotes Concrete Pin in Asphalt.
- W.T. - denotes Witness.
- R.P. - denotes Registered Plan.
- X-X- - denotes Board Fence.

Kerry Boehme
 KERRY BOEHME
 Ontario Land Surveyor

Kerry Boehme
 Ontario Land Surveyor
 234 Dundas Street East
 Toronto
 K8V 1L9
 Phone 392-7803
 Fax 392-1741

METRIC

Distances shown on this plan are in metres and
 can be converted to feet by dividing by 0.3048.

NOTE

Bearings are astronomic and are referred to the Northerly
 Limit of Part 3, 39R10415 having a bearing of N72°23'30"E.