

**COMMITTEE OF THE WHOLE (1) – JUNE 4, 2025****COMMUNICATIONS****Distributed May 30, 2025****Item No.**

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| C1. | Sabrina, dated May 23, 2025.  | 5 |
| C2. | Maria Pizzitola, Kellam Street, Kleinburg, dated MAY 27, 2025   | 4 |
| C3. | Memorandum from the Interim Deputy City Manager, Planning, Growth Management and Housing Delivery, dated May 29, 2025 | 2 |

**Distributed June 2, 2025**

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| C4. | Memorandum from the Deputy City Manager, Infrastructure Development, dated May 29, 2025 | 12 |
| C5. | Paul Fallone, Granary Road, Kleinburg, dated June 1, 2025                               | 4  |

**Distributed June 3, 2025**

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| C6. | Rosemarie Humphries, President, Humphries Planning Group Inc., Pippin Road, Vaughan, dated June 2, 2025        | 5 |
| C7. | Ali Momeni, Keele Street, Vaughan, dated June 3, 2025.   | 1 |
| C8. | Domenic Gurreri, President, Forest Group, Chrislea Road, Vaughan, dated June 3, 2025.                          | 4 |
| C9. | John Cutler, President, Kleinburg and Area Ratepayers' Association, PO Box 202, Kleinburg, dated June 3, 2025. | 4 |

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**From:** [Clerks@vaughan.ca](mailto:Clerks@vaughan.ca)  
**To:** [John Britto](#)  
**Subject:** FW: [External] Reference Number Z.21.002  
**Date:** Friday, May 23, 2025 3:43:02 PM

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**From:** Paul [REDACTED]  
**Sent:** Friday, May 23, 2025 3:29 PM  
**To:** Clerks@vaughan.ca  
**Subject:** [External] Reference Number Z.21.002

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This is a written submission to an official plan amendment, and rezoning amendment proposal on the southwest corner of Major Mackenzie and Fossil Hill (**Reference Number Z.21.002**).

As a member of the community who lives in very close proximity to this land, I am in **complete disagreement** with this proposal.

When we purchased our home, we researched the proposal of the land around us including the land in question, and purchased our home based on what was planned to be built there. It is completely unfair to change the proposal when people purchase their home based on what is expected, approved and planned to be there and then to have it completely changed into something completely different .

The proposal causes many problems such as congestion; not just congestion with traffic which is already very congested (in particular at that intersection which has seen many accidents) but also community congestion. The amount of shops and cars are turning our residential community, which consists of many young families, into a busy and dangerous place. It is no longer a quiet , safe community to raise children. Our schools are also congested and this proposal will only continue to overcrowd our schools and further deteriorate our community. We bought our homes to get away from the busy, dangerous and congested city of Toronto but these proposals and **numerous** residential unit buildings are turning Vaughan into Toronto. This is a low density residential area. This area cannot support a high density population when we are zoned as low density. Current infrastructure cannot support it. Your own 'Guide to Vaughan's Planning Process' mailed to residents states that 'our city must grow in ways that are smart and any change must meet the needs and values of current and future residents'. How does over congested roads, over congested schools, and over crowded communities meet the needs and values of families trying to raise young



children in a safe, quiet community? Instead of looking to destroy our community, why not choose to enhance it? We need more green spaces for children and people to roam not 10-storey buildings with overcrowding number of people. Green spaces 'reflect the needs and values of current and future residents'. Not only will the overcrowding destroy our community but just the sight of it will as well. It is a great eyesore to those of us who look out our window only to see views blocked from large buildings.

I look forward to either watching or reading the minutes of this meeting that discusses and votes on the proposal so I, along with other community members, can know and post with praise the names of our 'representatives' elected in their position that actually represented the concerns of their voters and make note of those who prioritized the concerns of the money hungry corporations over their constituents.

Thank you

Sabrina



**Subject:** Objection to Proposed Commercial Development : 2081447 Ontario Inc., 10489 Islington Ave. FileDA.17.071

To Whom It May Concern,

I am writing as the owner/resident of [REDACTED] Kellam St. Kleinburg Village, to formally state my **strong opposition** to the proposed commercial development located at 10489 Islington Ave (known as Ambiance and Local Cafe), which **directly abuts my residential property**.

This proposal presents multiple **deficiencies** in meeting existing **zoning bylaws and development standards**, which will have a **significant negative impact** on the livability, safety, and enjoyment of my home. Also impacting the members of this family's emotional and mental well being. The key concerns are as follows:

1. **Excessive Height:** The proposed height exceeds what is appropriate or permissible for a development adjacent to a residential property, resulting in privacy loss and visual intrusion.
2. **Insufficient Parking:** The proposed number of parking spaces does not meet bylaw requirements, which may lead to **overflow parking** on nearby residential streets, including mine.
3. **Inadequate Setbacks:** The lack of appropriate setbacks fails to provide a proper buffer between commercial and residential land uses, intensifying the impact of noise, light, and congestion.
4. **Noise Pollution:** The nature and intensity of commercial activity will introduce **unacceptable levels of noise**, especially during early morning or late evening hours.
5. **Garbage Bin Placement:** The planned location of waste disposal areas is **too close to residential boundaries**, leading to potential odor issues, vermin, and unsightly conditions.
6. **Transformer Location:** Placement of electrical infrastructure near residential homes raises concerns about safety, noise, and property value.
7. **Light/ Sound /Vehicle emission Pollution from Parking Lot:** The current design directs **bright lighting and vehicle noise** toward adjacent homes, disrupting nighttime peace and violating light pollution standards. Vehicle emissions directly infiltrate into bedroom/ dining windows.
8. **Loitering & Safety Concerns:** The development could invite **increased loitering or trespassing**, raising security concerns for nearby residents.

This project, in its current form, is **incompatible** with the surrounding residential context and violates the intent of land use bylaws designed to **protect adjacent homeowners**. A commercial property of the current magnitude if approved will set precedence to future developers leaving

the village strained and depleted of its charm. I respectfully request that the project be **revised or denied** until these deficiencies are properly addressed.

Please confirm that this objection has been received and included in the official record. I am prepared to attend any public hearings or consultations to voice these concerns further.

Sincerely,

Maria Pizzitola

■ Kellam St.

■

■



**C 3**

**Communication**

**CW(1) – June 4, 2025**

**Item No. 2**

**DATE:** May 29, 2025

**TO:** Mayor and Members of Council

**FROM:** Vince Musacchio, Interim Deputy City Manager, Planning, Growth Management and Housing Delivery

**RE:** COMMUNICATION – Committee of the Whole (1), June 4, 2025

**Report #23, Item #2**

**GB (MAPLECRETE) LIMITED PARTNERSHIP  
OFFICIAL PLAN AMENDMENT FILE OP.25.005  
185 DOUGHTON ROAD, 108-112 MAPLECRETE ROAD  
VICINITY OF DOUGHTON ROAD AND MAPLECRETE ROAD**

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**Recommendation**

1. THAT Recommendation 1. a) iii. be deleted and replaced with the following:

“iii. Permit the following maximum floor plate sizes for Tower B:

- 875 square metres – Level 7
- 799 square metres – Levels 8 to 41
- 776 square metres – Levels 42 and 43”

**Background**

The proposed change is administrative in nature as Levels 8-9 were inadvertently omitted from the list and is not the result of any changes to the proposed development.

For more information, contact Monica Wu, Senior Planner – VMC, Policy Planning and Special Programs Department, ext. 8161.

Respectfully submitted by

A handwritten signature in black ink, appearing to read 'V. Musacchio'.

Vince Musacchio, Interim Deputy City Manager,  
Planning, Growth Management and Housing Delivery

**DATE:** May 29, 2025

**TO:** Mayor and Members of Council

**FROM:** Vince Musacchio, Deputy City Manager, Infrastructure Development

**RE:** **COMMUNICATION – Item 12, Report 23 - Committee of the Whole (1)**  
**– June 4, 2025**

**AMENDMENTS TO SITE ALTERATION BY-LAW 031-2024 AND FEES  
AND CHARGES BY-LAW 251-2024 TO ESTABLISH FRAMEWORK  
FOR ADMINISTERING AND ENFORCING GRADING PERMITS**

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**Recommendation**

That the report of the Deputy City Manager, Infrastructure Development dated June 4, 2025, titled *Amendments to Site Alteration By-law 031-2024 and Fees and Charges By-law 251-2024 to Establish Framework for Administering and Enforcing Grading Permits* be amended as follows:

1. That Attachment 1 be amended as follows:
  - a) The title on the first page of Attachment 1 shall be amended to read:  
*“Rationale for the Amendments to Site Alteration By-Law 031-2024 and the Fees and Charges By-law 251-2024 to Establish Framework for Administering and Enforcing Grading Permits”.*
  - b) A chart outlining the amendments to the Fees and Charges By-law 251-2024 shall be appended to the end of Attachment 1.

**Background**

The report titled *Amendments to Site Alteration By-law 031-2024 and Fees and Charges By-law 251-2024 to Establish Framework for Administering and Enforcing Grading Permits* includes Attachment 1, which provides context and justification for recent amendments. To enhance clarity and completeness, it is necessary to amend Attachment 1 by updating its title to accurately reflect the scope of the document—specifically, the rationale behind amendments to both Site Alteration By-law 031-2024 and Fees and Charges By-law 251-2024. Additionally, including the addition of a chart that summarizes the amendments to the Fees and Charges By-law 251-2024 will provide greater transparency and facilitate understanding of the changes.

For more information, contact Andrew Pearce, Acting Director, Development Engineering Department, ext. 8255

**Attachments**

1. Attachment 1 – Rationale for the Amendments to Site Alteration By-Law 031-2024 and the Fees and Charges By-law 251-2024 to Establish Framework for Administering and Enforcing Grading Permits

Respectfully submitted by



Vince Musacchio  
Deputy City Manager  
Infrastructure Development

**Rationale for the Amendments to Site Alteration By-Law 031-2024 and the Fees and Charges By-law 251-2024 to Establish Framework for Administering and Enforcing Grading Permits**

<b>Section</b>	<b>Recommendation</b>	<b>Rationale/Result</b>
<b>Section 8.1.1</b>	(1) No Person shall conduct, undertake, cause, permit or carry out the construction of any of the items set out in Schedule "A" without a Grading Permit.	This is based on the <b>need to regulate site grading activities</b> to ensure proper drainage, and compliance with municipal engineering standards.
<b>Section 8.1.2</b>	(2) An application made by an Owner or an Authorized Agent for a Grading Permit shall be in the form required by the Director, and shall be accompanied by: (a) a description of the proposed construction; (b) plans providing complete details of the construction, that have been stamped by a qualified professional engineer or surveyor if required by the Director; (c) plans, documents, or any other information required by the Director; (d) payment of the applicable non-refundable Grading Permit application fee set out in the Fees and Charges By-law; (e) payment of a Grading Permit security deposit as set out in the Fees and Charges By-law;	This provision authorizes a grading permit process that protects public interest, mitigates risk, ensures proper development standards, and allows for cost recovery and compliance assurance.
<b>Section 8.1.3</b>	(3) The Director may refuse to issue a Grading Permit or accept a Grading Permit application if: (a) the proposed construction would contravene any City by-law or any other applicable law or City standards; (b) any of the requirements set out in 8.1(2) have not been provided to the satisfaction of the Director; (c) the application does not contain sufficient information to enable the Director to determine whether the proposal will contravene any City by-law or any other applicable law or City standards; (d) the Owner refuses to enter into and sign a Grading Permit Agreement; or (e) an administrative penalty issued to the Owner under this By-law is unpaid;	This provision ensures that the City maintains legal, technical, and procedural oversight over grading activities, by approving applications that meet permit requirements. It protects the municipality, the environment, and the integrity of municipal processes.
<b>Section 8.1.4</b>	(4) Prior to or upon issuing a Grading Permit, the Director, at their sole discretion, may impose conditions that the Director deems appropriate, including the requirement for the Owner to enter into a Grading Permit Agreement with the City, for which the Director hereby has the delegated	This provision provides the Director with the authority and discretion needed to ensure grading permits are responsibly issued, site-appropriate, and legally enforceable. It balances

	authority to enter into and execute on terms and conditions satisfactory to the Director.	regulatory flexibility with municipal protection, while streamlining the process to avoid delays or unnecessary bureaucracy.
<b>Section 8.1.5</b>	(5) Where an application for a Grading Permit remains inactive or incomplete for six (6) months after it is made, the application may be deemed by the Director to have been abandoned and the file closed.	This provision allows staff to take action on these files to address any audit requirements regarding the management and clearing of pending permit applications.
<b>Section 8.1.6</b>	(6) Where the Director refuses to issue a Grading Permit or accept a Grading Permit application or deem an application to be abandoned as set out in sections 8.1(3) and 8.1(5) of this By-law, upon written request by the Owner, the Grading Permit application fee, if one was provided, will be refunded in accordance with section 8.1(7).	This provision ensures that applicants are treated equitably when their grading permit applications are refused or closed due to inactivity, while still allowing the City to retain funds for any services already performed. It strikes a balance between customer service and cost recovery.
<b>Section 8.1.7</b>	(7) The amount of Grading Permit application fees refundable shall be calculated as a percentage of the total Grading Permit application fee as follows: (a) eighty percent (80%) if the application is cancelled prior to review; (b) fifty percent (50%) if the application is cancelled after commencement of the review, prior to Grading Permit issuance and the pre-construction site inspection has not been conducted; (c) forty percent (40%) if the application is cancelled after commencement of the review, prior to Grading Permit issuance and the pre-construction site inspection has been completed.	This provision helps to ensure that the city recovers permit administration costs up to the point of cancellation.
<b>Section 8.1.8</b>	(8) Notwithstanding any other section in this by-law, the Director has the delegated authority to approve, exempt/waive, issue, revoke, transfer, extend, renew, amend, or close a Grading Permit or application for a Grading Permit.	This provision ensures that the grading permit system is administered efficiently, consistently, and professionally by delegating comprehensive authority to the Director. It provides the necessary discretion and flexibility to manage a variety of real-world situations while maintaining municipal control and accountability.
<b>Section 8.1.9</b>	(9) The Owner shall contact the City once the construction for which the Grading Permit was	This provision ensures that all permitted grading work is

	issued, is complete and ready for a final inspection and shall pay any required re-inspection fees as set out in the Fees and Charges By-law.	completed to the City's satisfaction while allowing the City to recover costs for additional inspections required to address deficiencies.
<b>Section 8.1.10</b>	(10) No Person shall construct any of the items set out in Schedule "A" except in accordance with the plans, specifications, documents and any other information on the basis of which the Grading Permit was issued, as well as any conditions set out in the Grading Permit Agreement, except for any changes that have been approved in writing by the Director.	This provision ensures that grading work is completed as approved through the permit process.
<b>Section 8.1.11 and 8.1.12</b>	(11) Prior to the Grading Permit expiring, the Owner shall: (a) apply for and obtain another Grading Permit or obtain a renewal of the Grading Permit in the form required by the Director and pay any applicable fees as set out in the Fees and Charges By-law; or (b) pass a final inspection to the Director's satisfaction; (12) If a Grading Permit has expired, no Person shall continue any work on the item for which the Grading Permit was issued, until another Grading Permit is issued or the Grading Permit is renewed.	These provisions ensure the timely completion of permitted works. Should the grading work not be completed before the noted expiry date, the permit holder must obtain and pay for a renewal of the grading permit.  If the permitted works are complete, the permit holder must contact the City to initiate final inspection.
<b>Section 8.1.13 and 8.1.14</b>	(13) The Director may revoke a Grading Permit if: (a) it was issued in error, or on mistaken, false, or incorrect information; or (b) the construction taking place is not in accordance with the Grading Permit, this By-law, or the Grading Permit Agreement. (14) If a decision is made by the Director to refuse to issue a Grading Permit, refuse to accept a Grading Permit application, deem an application abandoned, or revoke a Grading Permit, the Director shall provide a written notice of that decision to the Owner.	the Director has the authority to revoke permits in the event of the listed scenarios.
<b>Section 8.1.15</b>	(15) During the course of the construction of an item in Schedule "A", no Person shall disturb, damage, or foul City property;	This provision protects the City's physical assets, public safety, and environmental quality by ensuring that construction activities associated with grading do not negatively impact public property.



<b>Section 8.1.16 and 8.1.17</b>	<p>(16) With respect to the Grading Permit security deposit referred to in subsection 8.1(2)(e), the Director may:</p> <p>(a) in the event of a contravention of section 8.1(15) and non-compliance with an Order to restore or clean the disturbed, damaged, or fouled City property, the Director may require that work be undertaken to restore or clean the disturbed, damaged, or fouled City property, and draw upon the security deposit to apply it to expenses incurred by the City to restore or clean the disturbed, damaged, or fouled City property;</p> <p>(b) withhold the return of the security deposit if the construction was not completed in accordance with the plans, specifications, documents and any other information on the basis of which the Grading Permit was issued, as well as any conditions set out in the Grading Permit Agreement, unless the Director is otherwise satisfied that there are no adverse impacts on other properties because of the condition of the Property; and</p> <p>(c) withhold the return of the security deposit if any outstanding inspection fees required under section 8.1(9) have not been paid. If inspection fees required under section 8.1(9) have not been paid, the Director may draw upon the security deposit to satisfy payment.</p> <p>(d) if a Grading Permit has been revoked or expired, withhold the return of the security deposit until a final inspection has been passed to the Director's satisfaction; and</p> <p>(e) if the security deposit was drawn upon for any reason, require the security deposit to be replenished to one hundred percent of the original amount within (30) days of the Director's request;</p> <p>(17) If the Director has required that the Grading Permit security deposit be replenished to one hundred percent of the original amount, no Person shall continue any work on the item for which the Grading Permit was issued and the security deposit is associated, until that security deposit is replenished to the Director's satisfaction.</p>	<p>Together, these clauses form a robust financial and enforcement framework that:</p> <p>Protects City infrastructure and funds</p> <p>Ensures compliance with permit terms</p> <p>Encourages responsible behavior from permit holders</p> <p>Provides the City with clear authority to act and recover costs when needed</p> <p>They reflect a best practice in municipal permit administration, helping balance development facilitation with municipal risk management.</p>
<b>Section 8.1.18</b>	<p>(18) When all relevant provisions, terms and conditions of the Grading Permit, the Grading Permit Agreement, and this By-law, have been complied with and completed to the satisfaction of the Director, the Grading Permit security deposit, or any balance of it remaining if the City drew</p>	<p>This provision ensures that the grading permit security deposit is returned only when all obligations have been satisfied</p>

	upon it in accordance with section 8.1(16), shall be released to the entity that provided it.	
<b>Section 8.1.18, 11.0(3.1), 16.1</b>	<p>(19) Where the City, its employees, contractors, or agents have performed work to restore or clean City property disturbed, damaged, or fouled as a result of, or related to the construction contemplated in the Grading Permit, all expenses incurred by the City in doing the work, including a 15% administrative fee, shall be deemed a debt to the City and if the expenses cannot be fully recovered by drawing upon the Grading Permit security deposit, they will be added to the tax roll and collected in the same manner as municipal taxes.</p> <p>(b) add section 11.0(3.1) as follows:</p> <p>(3.1) Notwithstanding section 11.0(3), the amount of the administrative penalty for a contravention of section 8.1 is two hundred and fifty dollars (\$250).</p> <p>(c) add section 16.1 as follows: 16.1 Grading Permit Transition</p> <p>(1) All Grading Permit applications made prior to section 8.1 of this By-law coming into force and effect are deemed to have been made on the same day that section 8.1 comes into force and effect.</p> <p>(2) Any Grading Permit valid and binding at the date that section 8.1 comes into force and effect shall not require further authorization pursuant to this By-law until the Grading Permit expires, is amended, renewed, revoked, or is otherwise terminated.</p>	<p>These provisions ensure that the City can:</p> <ul style="list-style-type: none"> <li>Recover any costs incurred by the city. Encourage compliance with administrative penalties and debt recovery tools,</li> </ul> <p>Grading Permit Transition is to ensure a smooth and administratively consistent transition between the old and new regulatory framework introduced by Section 8.1 of the updated By-law.</p>
<b>Definitions</b>	<p>(d) add the following definitions to section 3.0(7): “Grading Permit” means a formal authorization issued by the City under this By-law for the construction of the items set out in Schedule “A” but does not include a Permit; “Grading Permit Agreement” means an agreement entered into between the City and Owner setting out certain requirements and conditions relating to the construction authorized by a Grading Permit.</p> <p>(e) delete and replace the definition of “Permit” at section 3.0(7) with the following: “Permit” means a formal authorization issued by the City under this By-law and includes a Site</p>	<p>These changes are necessary to:</p> <p>Differentiate between permit types</p> <p>Support consistent application of specific requirements and conditions</p> <p>Enhance clarity for enforcement, compliance, and administration</p>

	Alteration Agreement, but does not include a Grading Permit or a Grading Permit Agreement;	
<b>6.0(2)(b)</b>	(f) delete and replace section 6.0(2)(b) with the following: “(b) any Lot containing one or more occupied residential dwellings, but not including an occupied dwelling on Agricultural Lands where Site Alteration is not part of Normal Farm Practices, with the exception of sections 1.0, 2.0, 3.0, 8.1, 9.0, 10.0, 11.0, 12.0, 15.0, 16.1, 17.0, 18.0 and Schedule “A” as they pertain to the enforcement and administration of Grading Permits, Grading Permit Agreements, Grading Permit applications, and Grading Permit security deposits;”	This amendment ensures that occupied residential lots are not overburdened by full site alteration regulations, while still maintaining targeted control over grading activities through Grading Permits. It provides a clear, balanced, and enforceable framework that protects municipal interests, adjacent properties, and public infrastructure.
<b>Schedule A</b>	A grading permit is required for the following:  Accessory structure* greater than 10 square metres  Any ground floor addition  Loggia/covered porch poured concrete greater than 25 millimetres to 2.5 centimetres (one inch) deep  New door addition side elevation that requires excavation  New house construction (infill)  Sunroom with foundation  Walk-up basement	These types of construction activities where a grading permit would be required.

Pursuant to the amended Fees and Charges By-law 251-2024, the following additions shall be made to Schedule “K”:

<b>Residential Grading Permits</b>	<b>2025</b>	<b>2026</b>	<b>HST</b>
Grading Permit Security Deposit (New House Construction - Infill)	\$10,000.00	\$10,000.00	E
Grading Permit Security Deposit (structures 40 metres squared or greater)	\$5,000.00	\$5,000.00	E

Grading Permit Security Deposit (structures less than 40 metres squared)	\$2,500.00	\$2,500.00	E
Grading Permit Renewal	\$202.00	\$208.00	E
Grading Permit Revision	75% of the original permit fee.	75% of the original permit fee.	E

**From:** [Clerks@vaughan.ca](mailto:Clerks@vaughan.ca)  
**To:** [John Britto](#)  
**Subject:** FW: [External] OPA File OP.17.012 / Zoning By-Law Amendment File Z.17.033 - 10489 Islington Avenue (Comments re June 4th Committee of the Whole meeting)  
**Date:** Monday, June 2, 2025 8:42:08 AM

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**From:** Paul Fallone <Paul.Fallone@cmls.ca>  
**Sent:** Sunday, June 1, 2025 12:28 AM  
**To:** Clerks@vaughan.ca; Judy Jeffers <Judy.Jeffers@vaughan.ca>  
**Cc:** Marilyn lafrate <Marilyn.lafrate@vaughan.ca>; [REDACTED]  
**Subject:** [External] OPA File OP.17.012 / Zoning By-Law Amendment File Z.17.033 - 10489 Islington Avenue (Comments re June 4th Committee of the Whole meeting)

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To: City of Vaughan, Office of the City Clerk

My wife (Cinzia Recine) and I (Paul Fallone) own the three (3) small properties within the immediate vicinity of the subject lands, situated on the northeast corner of Kellam Street & Islington ([REDACTED] Islington) and along the north side of Kellam Street ([REDACTED]). The subject application therefore has a direct impact on the operation of our buildings.

Due to the limited parking availability in the Village, parking remains an important concern for all business owners and their patrons. Limited parking supply for commercial uses has been shown to have detrimental and adverse effects on local businesses, deterring customers, and driving up vacancy rates. As such due to its parking deficiencies, the Subject Application does not conform with the Provincial Planning Statement 2024 to “building strong, healthy communities with an emphasis on efficient development and land use patterns, wise use and management of resources, protecting public health and safety”.

- Notwithstanding By-law 64-2019, two lay-by parking spots are currently located on Kellam Street, and the City’s intention was to incorporate them in the 2024 KBVI Project. Now one of the two lay-by parking stalls on Kellam Street is being removed. The new street parking as part of the KBVI does not mitigate the removal of the lay-by stall as the number of street parking stalls within the immediate vicinity of the project will actually decrease after the KBVI is completed.
- Based on the current by-laws, the Application should include 15 spots. The submitted Parking Justification (Cadevcon, Nov. 13, 2020) identified a need for 14 spots, yet the Subject Application proposes 10 full-time spots (excluding 2 spaces in the recycling/garbage removal area). City staff acknowledges the 2 spots cannot be counted in the parking calculations in

accordance with Zoning By-Law 001-2021 (Policy 6.1.3). **Notably, the site plan does not appear to identify a waste storage enclosure and the Report does not mention adherence or commentary about compliance with waste and recycling by-laws.**

- In summary, 1 street stall is being eliminated and the project has a deficiency of 4 spots, equating to a **net deficit of 5 stalls** (and arguably 6).

The Subject Application also contravenes the Vaughan Official Plan, 2010, Policy 12.4.7.b ii “have a maximum Floor Space Index within the range of 0.20 to 1.0 depending on the lot frontage, depth, proposed use, site constraints, and standards established by the Zoning By-law”. In fact, the Subject Application proposes a Floor Space Index of **1.09, beyond the upper limit of 1.0 times and well beyond the median range of 0.60 times.** The City staff Report cites previous municipal approvals related to 10422 & 10432 Islington Ave. (the former gas station, Files OP 16.002) with a Floor Space Index of 1.27 times as the primary justification. This example does not seem comparable / relevant for the following reasons:

- The redevelopment at 10422 & 10432 Islington Ave. did not ultimately proceed
- The development was planned to contain a residential component on all 3 floors, implying a higher proportion of residential use and hence lower relative parking demand
- The development incorporated larger setbacks from the main street

In summary, the staff Report did not provide relevant or actual examples of projects in the Kleinburg main street area that exceed 1.0 times.

Due to both the parking deficiencies and proposed exceedance of the Floor Index, the Subject Application also contravenes the goals and policies of the Vaughan Official Plan, 2010, Section 12.4.1.1 Kleinburg Core “(to) ensure that land use and built form are compatible with the **scale and character**” and “(to) encourage mixed use in the core at a **modest** scale”.

### **Conclusion:**

This is an egregious project. No modifications have been made subsequent to the Public Meeting on December 3, 2024 and multiple concerns raised by the community at that time. It is extremely alarming that the City continues to entertain the Subject Application in its current form, resulting in a de facto **Public subsidy** for the development in the form of material encroachments, removal of street parking, and waiver of the required Cash-in-lieu for deficient parking.

Could the City not protect other local businesses by enforcing a more balanced development? Various exceptions can be supported, but the current Application is too one-sided at the expense of Vaughan tax payers and local businesses. If the following recommendations are adhered to, the Application would still be economically viable for the proponents and local stakeholders wouldn't feel so short-changed.

### **Our Recommendations:**

- Cash in Lieu should be paid for 5 spots (vs. 2). The Report does not adequately support or justify waiving the Cash-in-Lieu payment on the other 3 spots.
- Reduction in the Floor Space Index to the maximum of 1.0x (vs. 1.09), as 1.0 is the upper end that is permitted under the Vaughan Official Plan and no relevant exceptions within the Kleinburg Core have been referenced in the staff Report.

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Cinzia Recine will be attending the Public Meeting to offer her deputation in person, unfortunately I cannot attend in person.

**Paul Fallone**  
**Residing at █ Granary Road,**  
**Kleinburg ON**  
**L0J 1C0**

**Owner of**  
**█ Islington, █ Kellam St., █ Kellam St.,**  
**Kleinburg ON**  
**L0J 1C0**

## HUMPHRIES PLANNING GROUP INC.

FOUNDED IN 2003

June 2, 2025  
HPGI File: 20648

**Development Planning Department**  
Development Planning Department  
City of Vaughan  
2141 Major Mackenzie Dr W  
Maple, Ontario  
L6A 1T1

**Attn: Clerks Department**

**Re: June 4<sup>th</sup>, 2025 Committee of the Whole Meeting – Item 5**  
**The Q Towers Limited Partnership and The Q Towers General Partner Inc.**  
**Part of Lot 20, Concession 6**  
**Vicinity of Major Mackenzie Drive & Fossil Hill Road**  
**City Files: OP.21.001, Z.21.002, DA.21.001**

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Humphries Planning Group Inc. represents The Q Towers Limited Partnership and The Q Towers General Partner Inc., the applicant for the above noted matter. We are supportive of the overall draft conditions of approval for the Site Plan Application (DA.21.001), with the exception of Condition No. 2(e) which states the following per Real Estate's comments dated February 1, 2021:

*"The Owner shall convey land at the rate of one hectare per 300 units and/or pay to the City of Vaughan, cash-in-lieu of the dedication of parkland at the rate of one hectare per 500 units, or at a fixed unit rate for the residential component and cash-in-lieu of the dedication of parkland equivalent to two percent of the value of the Subject Lands for the commercial component prior to issuance of a building permit, in accordance with the Planning Act and the City's Cash-in-Lieu of Parkland Dedication policy. The Owner shall submit an appraisal of the Subject Lands prepared by an accredited appraiser for approval by the Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.*

*The Owner is proposing a privately-owner public space. Should the privately-owner public space not be provided, the Owner will not be eligible for a parkland credit and to meet dedication requirements under the Planning Act, the VOP 2010 and current Parkland Dedication By-Law and amendments, payment-in-lieu of parkland will be applicable at the time of building permit."*

**However, the February 2021 comments from Real Estate, and subsequently the above noted ratios, pre-date Bill 23 which is when the new parkland ratios came in to effect.**



Per the attached confirmation from Real Estate, the cash-in-lieu clause ('CIL') is as follows:

*"For high-density residential development, the Owner shall, prior to the issuance of a Building Permit, convey land at the rate of 1 ha per 600 net residential units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 ha per 1000 net residential units, or at a fixed unit rate, at Vaughan's discretion, in accordance with the Planning Act and the City of Vaughan Parkland Dedication By-law. Notwithstanding the above, such parkland contribution—whether in the form of parkland conveyance or cash-in-lieu as determined by the City—shall be subject to a cap of (i) 10% of the Lands or value of the Lands if the Lands are 5 ha or less; or (ii) 15% of the Lands or value of the Lands if the Lands are greater than 5 ha."*

*"Prior to the issuance of a Building Permit, the Owner shall pay to the City of Vaughan by way of certified cheque a community benefits charge equivalent to 4% of the value of the subject lands in accordance with Section 37 of the Planning Act and the City's Community Benefits Charge By-law. The Owner shall submit an appraisal of the subject lands, pursuant to City's Community Benefits Charge By-law, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the calculation of the community benefits charge payment."*

As such, we request that the wording of Condition No. 2(e) of the draft Site Plan Approval Conditions be revised to reflect the current CIL clause for outstanding cash in lieu payments over above any POPS being provided.

We trust that this matter will be resolved quickly and look forward to continue to work with staff so as not to delay final approval by Council.

Yours truly,  
**HUMPHRIES PLANNING GROUP INC.**



Rosemarie Humphries BA, MCIP, RPP  
President

cc. The Q Towers Limited Partnership and The Q Towers General Partner Inc.

Atch. Email – Email from Real Estate re: cash-in-lieu clause for parkland, dated June 2, 2025

**Isabella Meggetto**

---

**From:** Ashley Ben-Lolo <Ashley.Ben-Lolo@vaughan.ca>  
**Sent:** June 2, 2025 11:03 AM  
**To:** Isabella Meggetto; Judy Jeffers  
**Cc:** Tania Dowhaniuk; Rosemarie Humphries  
**Subject:** RE: [External] RE: Cash-in-Lieu of Parks - Q Towers (DA.21.001)

Hello,

Below is the CIL clause:

“For high-density residential development, the Owner shall, prior to the issuance of a Building Permit, convey land at the rate of 1 ha per 600 net residential units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 ha per 1000 net residential units, or at a fixed unit rate, at Vaughan’s discretion, in accordance with the *Planning Act* and the City of Vaughan Parkland Dedication By-law. Notwithstanding the above, such parkland contribution—whether in the form of parkland conveyance or cash-in-lieu as determined by the City—shall be subject to a cap of (i) 10% of the Lands or value of the Lands if the Lands are 5 ha or less; or (ii) 15% of the Lands or value of the Lands if the Lands are greater than 5 ha.”

“Prior to the issuance of a Building Permit, the Owner shall pay to the City of Vaughan by way of certified cheque a community benefits charge equivalent to 4% of the value of the subject lands in accordance with Section 37 of the *Planning Act* and the City’s Community Benefits Charge By-law. The Owner shall submit an appraisal of the subject lands, pursuant to City’s Community Benefits Charge By-law, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the calculation of the community benefits charge payment.”

Regards,

**Ashley Ben-Lolo**  
**Real Estate Office Coordinator & Lease Administrator**  
905-832-8585, ext. 8894 | [ashley.ben-lolo@vaughan.ca](mailto:ashley.ben-lolo@vaughan.ca)

**City of Vaughan | Real Estate Department**  
2141 Major Mackenzie Drive, Vaughan, ON L6A 1T1  
[vaughan.ca](http://vaughan.ca)



---

**From:** Isabella Meggetto <imeggetto@humphriesplanning.com>  
**Sent:** Monday, June 02, 2025 10:56 AM  
**To:** Judy Jeffers <Judy.Jeffers@vaughan.ca>; Ashley Ben-Lolo <Ashley.Ben-Lolo@vaughan.ca>

**Cc:** Tania Dowhaniuk <Tania.Dowhaniuk@vaughan.ca>; Rosemarie Humphries <rhumphries@humphriesplanning.com>

**Subject:** [External] RE: Cash-in-Lieu of Parks - Q Towers (DA.21.001)

**Importance:** High

**CAUTION!** This is an external email. Verify the sender's email address and carefully examine any links or attachments before clicking. If you believe this may be a phishing email, please use the Phish Alert Button.

Good morning,

This matter is scheduled for Wednesday CofW, we would like an answer by today. Please advise.

Thank you,

**Isabella Meggetto (BA Hons.)**

Intermediate Planner

**HUMPHRIES PLANNING GROUP INC.**

190 Pippin Road, Suite A, Vaughan L4K 4X9

t: 905.264.7678 ext 251 f: 905.264.8073 e: [imeggetto@humphriesplanning.com](mailto:imeggetto@humphriesplanning.com)

---

**From:** Judy Jeffers <[Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)>

**Sent:** May 29, 2025 12:01 PM

**To:** Ashley Ben-Lolo <[Ashley.Ben-Lolo@vaughan.ca](mailto:Ashley.Ben-Lolo@vaughan.ca)>

**Cc:** Isabella Meggetto <[imeggetto@humphriesplanning.com](mailto:imeggetto@humphriesplanning.com)>; Tania Dowhaniuk <[Tania.Dowhaniuk@vaughan.ca](mailto:Tania.Dowhaniuk@vaughan.ca)>

**Subject:** Cash-in-Lieu of Parks - Q Towers (DA.21.001)

**Importance:** High

Hi Ashley,

Please see the attached Real Estate comments and the below e-mail to advise if the information is correct? The Real Estate comments were included in the staff report's Attachment 13 that is going to the June 4, 2025 Committee of the Whole meeting.

Regards,

**Judy Jeffers, RPP MCIP  
Planner**

905.832.8585, ext. 8645 | [Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)

**City of Vaughan | Development and Parks Planning Department**

2141 Major Mackenzie Drive, Vaughan, ON L6A 1T1

[vaughan.ca](http://vaughan.ca)



---

**From:** Isabella Meggetto <[imeggetto@humphriesplanning.com](mailto:imeggetto@humphriesplanning.com)>

**Sent:** Thursday, May 29, 2025 11:50 AM

To: Judy Jeffers <[Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)>; Tania Dowhaniuk <[Tania.Dowhaniuk@vaughan.ca](mailto:Tania.Dowhaniuk@vaughan.ca)>

Subject: [External] RE: Courtesy Meeting Notice - Q Towers (DA.21.001)

Importance: High

**CAUTION!** This is an external email. Verify the sender's email address and carefully examine any links or attachments before clicking. If you believe this may be a phishing email, please use the Phish Alert Button.

Hi there,

I hope this email finds you well.

Following up on the draft site plan conditions for Q Towers (DA.21.001), one condition requires the Site Plan Agreement to implement the following:

*The Owner shall convey land at the rate of one hectare per 300 units and/or pay to the City of Vaughan, cash-in-lieu of the dedication of parkland at the rate of one hectare per 500 units, or at a fixed unit rate for the residential component and cash-in-lieu of the dedication of parkland equivalent to two percent of the value of the Subject Lands for the commercial component prior to issuance of a building permit, in accordance with the Planning Act and the City's Cash-in-Lieu of Parkland Dedication policy. The Owner shall submit an appraisal of the Subject Lands prepared by an accredited appraiser for approval by the Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.*

*The Owner is proposing a privately-owner public space. Should the privately-owner public space not be provided, the Owner will not be eligible for a parkland credit and to meet dedication requirements under the Planning Act, the VOP 2010 and current Parkland Dedication By-Law and amendments, payment-in-lieu of parkland will be applicable at the time of building permit.*

Are the "one hectare per 300 units" and "one hectare per 500 units" in reference to the residential parkland component above a typo? Section 42(3) of the *Planning Act* allows 1 ha to 600 units for conveyance, with a cap of 10% of the site given that the site is about 1 hectare (s. 42(3.3)). The cash in lieu rate is 1 ha to 1,000 units (s. 42(6.0.1)). Please advise.

Thank you,

**Isabella Meggetto (BA Hons.)**

Intermediate Planner

**HUMPHRIES PLANNING GROUP INC.**

190 Pippin Road, Suite A, Vaughan L4K 4X9

t: 905.264.7678 ext 251 f: 905.264.8073 e: [imeggetto@humphriesplanning.com](mailto:imeggetto@humphriesplanning.com)

---

**From:** Judy Jeffers <[Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)>

**Sent:** May 16, 2025 11:05 AM

**To:** Judy Jeffers <[Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)>

**Subject:** Courtesy Meeting Notice - Q Towers

Good morning,

Please see the attached Courtesy Meeting Notice.

Regards,

**Judy Jeffers, RPP MCIP  
Planner**

905.832.8585, ext. 8645 | [Judy.Jeffers@vaughan.ca](mailto:Judy.Jeffers@vaughan.ca)

**City of Vaughan | Development and Parks Planning Department**  
2141 Major Mackenzie Drive, Vaughan, ON L6A 1T1  
[vaughan.ca](http://vaughan.ca)



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**From:** A Mom <[amautoauto@gmail.com](mailto:amautoauto@gmail.com)>

**Sent:** Tuesday, June 3, 2025 8:29 AM

**To:** [Clerks@vaughan.ca](mailto:Clerks@vaughan.ca)

**Subject:** [External] Service issues.

**CAUTION!** This is an external email. Verify the sender's email address and carefully examine any links or attachments before clicking. If you believe this may be a phishing email, please use the Phish Alert Button.

June 2, 2025

Good afternoon, Mayor and Members of Council, my name is Ali Momeni and I live at [REDACTED] Keele Street. I am here to ask for your help. I bought my property in 2004, understanding it to be a 1.3-acre site with a 60 ft TransCanada pipeline easement. My property tax bill identifies my property to be 1.28 acres and now in the staff report it is shown as .48ha which converts to 1.186 acres, which is incorrect. I have told staff this, but it has not been corrected.

In 2008 I went to the City to try to rezone the property and was given a copy of a block map that was representative of what I understood my property to be. A week later I was given a different map that showed my property to be reduced in size and a different shape. This started me on an investigation to find out why my property dimensions had been changed. This costly and time-consuming process has resulted in me determining that there have been several surveying errors over many decades. I also found out that the landowner to the north and west of me has registered a survey that reduced my property and amended the west boundary without notifying me. This is what the City is now using to represent my property.

I wanted to bring to your attention that through this investigative work, I discovered that there is a significant piece of TC hardware (access pipe) that is installed on my property outside of the easement. This hardware is usually located beside the underground pipe (as it is in other locations in the easement), however the access pipe located on my property closest to Keele St. is beyond the easement and therefore brings into question where the actual pipeline is located as it crosses Keele St.

I also discovered that the Enbridge Gas line is misidentified on the survey, it is shown to be running outside of my eastern property boundary as it approaches the north part of my property. However, when the technician arrived to

locate the pipeline, he found it to be located west of my eastern boundary property line in the northern part of my property.

At the Public Hearing the Land Owners Group were tasked to work with me to sort out the issues I have previously raised, however a Survey Report has been produced by the Block 27 Land Owner Group that does not take into account all the discrepancies I have gathered. It was only provided to me last week, although it is dated May 13<sup>th</sup>, and it only focuses on the property dimensions and does not address the pipeline issues I have raised. I do not agree with the findings in the report.

I do not have any issue with the new proposed zoning of my land in the Block Plan, however I think it is very important that the western property boundary and the discrepancies in pipeline locations gets resolved before any further partitioning of the north-east of Block 27 proceeds.

Thank You!



# Survey Report

prepared for

## Block 27 Land Owners Group

R-PE Surveying Ltd was retained by Block 27 Landowners Group Inc. through its agent, Delta Urban to conduct and prepare a Plan of Survey and a Survey Report of the property known municipally as 11320 Keele Street in the City of Vaughan.

The purpose of the survey was to investigate alleged boundary discrepancies between lands owned by a non-participating land owner and lands owned by one of the members of the land owner's group. The non-participating owner's names are Ali Momeni and Natalia Ajguirevitch. The legal description of their property is part of Lot 29, Concession 4, City of Vaughan, Regional Municipality of York as described in Instrument No. R546792 comprising all of PIN 03344-0222 (LT). The accompanying Plan of Survey and this Survey Report set out the method of Survey and retracement of the boundaries of the Momeni parcel.

### **A. Research**

#### **i) Land Registry Office**

A thorough search of Land Registry office records was completed when R-PE Surveying Ltd was retained and up-to-date P.I.N.s were purchased for review just prior to signing the Plan of Survey. All related Reference Plans, Expropriation Plans and Registered Plans were purchased and reviewed. The subject deed and predecessor deeds were purchased as well as with adjoining deeds in order to plot and compare deeds along the common boundaries. The date of conversion to Land Titles Qualified is December 21, 1998. Moneni and Ajguirevitch purchased the property October 13, 2004.

#### **ii) Search of Other Surveyor's Records**

A thorough search of other surveyors' records was undertaken. We reviewed online sources including the Provincial Survey Records Index, Land Survey Records and Protect Your Boundaries. We also reached out directly to surveyors that had previously worked in the immediate vicinity including Holdings, Jones Vanderveen, O.L.S., J.D. Barnes, O.L.S., GeoVera, O.L.S., and Krcmar, O.L.S.

#### **iii) OnLand**

We reviewed the abstract index and purchased the previous deeds associated with the subject land and adjoining lands in order to compare deeds and ensure consistent legal description in the chain of title.

#### **iv) Information from Mr. Ali Momeni**

Mr. Momeni provided copies of various plans via text. The majority of this information was a duplication of the information we obtained through the above noted research activities.

## **B. Preparation of Field File**

The plans and deeds were pre-coordinated and field files were prepared. The field files comprised a point plot numbering the location of each property corner or intermediate point where a survey monument had previously been set or where a point was referenced in a metes and bounds description contained in a deed. A digital file containing the coordinates of each point was uploaded to the field data collector.

## **C. Initial Site Visit (September 26, 2024)**

Paul Edward, O.L.S., and Kemaro Morgan, articling student, attended the site and met with the land owner, Mr. Ali Momeni and Mr. Andrew Lam, a representative from Delta Urban. The purpose of the meeting was to have Mr. Momeni indicate where he felt his property limits were located. Mr. Momeni guided us around the property to each corner he considered to be his. Mr. Momeni indicated that all the previous surveys were incorrect based on his research.

## **D. Initial Field Survey**

Kemaro Morgan, articling student accompanied our survey crew to the site on February 7, 2025 to orient the crew and to ensure the crew understood the scope of work. The crew returned to the site on February 24, 2025 to complete the initial field survey. The field crew tied in all the survey monuments they found and all evidence of occupation (fences and gravel parking areas). The crew was accompanied by Mr. Momeni for the duration of each site visit. Ample evidence in the form of survey monuments from previous surveys was located.

## **E. Initial Plan Preparation**

Following completion of February 7 and 24, 2025 field work, the initial plan was drafted for Ontario Land Surveyor review. All the evidence, i.e. survey monuments, fences, gravel parking areas was evaluated and assessed. Based on the review and the receipt of some additional survey records not initially available, a subsequent field trip was scheduled. Based on the observations taken during the initial field survey, our search coordinates for the remaining points were refined and a new point plot and upload file were prepared.

## **F. Subsequent Field Surveys**

Our survey crew re-attend the site on March 4 and 21, 2025 to conduct a final search for survey monuments and any indication of occupation. No additional monuments or indication of other limits of occupation were found.

### G. Ontario Land Surveyor review of the title search

In my opinion, the Subject deed R546792 has an error in the third paragraph of the description. The dimension of 195 feet 3 inches is incorrect. We determined this by plotting the courses in ACAD. As you see from snippet below, the description does not close.



We isolated the incorrect course by accepting the courses that agree favourably with the found survey monuments. The subject deed notes in its last paragraph that “the lands being more partially described in registered Instrument No. VA84305”. We have reviewed Instrument No. VA84305 and note that the same error is contained in this document. We have reviewed the predecessor deeds back to the original deed (VA43052) that created the parcel and the same error is contained in this document. See Appendix B for copies of the relevant deeds.



## **H. Ontario Land Surveyor review of the records of other Surveyors**

Appendix A lists the ten Survey Plans that we relied upon to retrace the Momeni/ Ajguirevitch boundary. Having reference to the number assigned to the plans in Appendix A, the following is my review.

Plan #10 is a 1939 Survey of Keele Street, by B. Cavell, O.L.S. It illustrates the northeast corner of Lot 29, Concession 4, and the southeast corner of the adjacent property to the south. The distance measured between these corners agrees favourably with our measured distance.

Plan #6 is a 1950 Survey by C. R. Lyon, O.L.S of the property immediately to the south of the subject property. This is the earliest survey of the limit between the parcel to the south and the subject parcel that we were able to obtain.

Plan #9 appears to be an undated plan circa 1959. Unfortunately, we could not obtain a full copy of the Plan as the author is unknown and no date is illustrated on the plan however there is an indication the plan was prepared for Mrs. McQuarrie, the owner of the subject land and surrounding land at that time. The plan contains the same dimensions and bearings illustrated in the subject deed so it is reasonable to assume this plan was relied upon to create the initial metes and bounds description. This plan does not close mathematically. Through a process of elimination, the error on the plan can be isolated to the south boundary, specifically the dimension of 195 feet 3 inches. Based on our calculations, we believe the south dimension of the subject parcel is 161 feet 2 inches. Plan #9 illustrates iron pipes set at the north west and southwest corners of the subject property as well as an iron bar along the west limit. The plan also illustrates the presence of a post and wire fence running along this limit. In our opinion this is the first running of the west limit of the subject parcel.

Plan #5 by Leitch O.L.S dated 1964 is a retracement of the west limit of the subject parcel. Leitch O.L.S found the survey monuments set in Plan #9 and his plan notes the presence of a post and wire fence which can reasonably be assumed to be the same fence that was illustrated on Plan #9. While the Leitch O.L.S. survey did not re-survey the south limit of the subject parcel, the distance can be determined. Interestingly, the dimension is 161 feet 2 inches which is exactly the dimension we determined from Plan #9.

The next survey of note is a 1989 survey by Tomlinson, O.L.S. This survey is a retracement of the boundaries of the subject parcel. The original extent of the subject parcel had been reduced by the taking of a widening by the Region of York (see Appendix A, Plan #4) however sufficient, previously set survey monuments were found to enable Tomlinson O.L.S. to re-trace the north, south and west limits and his plan closely agrees with the previous plans. It is important to note that Tomlinson did locate the original monuments at the north west corner of the subject parcel and the original monument on the west limit of the subject parcel.

Plan #3 is a deposited Plan of Survey of the property to the west and north of the subject parcel by J. D. Barnes O.L.S. that was completed in 2006. This plan retraced the north and west limits of the subject parcel and found most of the bars set on the Tomlinson O.L.S. plan and indicates a post and wire fence along the north and west limit of the subject parcel. The fenced limits of

occupation illustrated in 2006 J. D. Barnes, O.L.S. survey are consistent with the previous surveys.

Plan #1 is a deposited Plan of Survey of the subject parcel by Jones O.L.S. that was completed in 2009. Jones O.L.S. did not find any survey monuments on the west limit other than at the south west corner of the subject parcel nor does the survey show a fence on the west limit of the subject parcel. Jones O.L.S. re-established the west limit by setting distances derived from earlier surveys. In my opinion, this was the best evidence available to Jones, O.L.S.

#### **I. Ontario Land Surveyor review of survey evidence found on site**

##### **i) East Limit (Keele Street)**

Survey monuments were located at various points across the entire east limit of the parcel and we noted good agreement with previous surveys. The northerly 2/3 of the east limit is bounded by a chain-link fence along the boundary. Along the southerly 1/3 of the east limit the fence deviates from the property line due to the presence of a steep slope. In my opinion, the east limit of the parcel is demarcated by the found survey monuments.

##### **ii) South Limit**

Survey monuments were located at various points along the south limit. The southeast corner and south west corner of Mr. Momeni's property are demarcated by survey monuments. The monument at the southwest corner was set by R. Jones O.L.S. in March 2009. R. Jones O.L.S. relied on a November, 1989 survey by Tomlinson, O.L.S., who, in turn, retraced a survey by Leitch, O.L.S. that was completed in 1964. The survey monument at the south east corner was set by Tomlinson, O.L.S. in 1989 and relied upon the road widening Plan 8266. The field measurements taken during the course of our survey agree favourably with the above-mentioned plans. In my opinion, the south limit of the parcel is demarcated by the found survey monuments.

##### **iii) North Limit**

The north limit of the parcel was monumented by Jones, O.L.S. in March 2009 survey. As with the south limit, Jones re-traced the limits of the previous surveys noted above and, in my opinion, the north limit of the parcel is demarcated by the found survey monuments. There is a post and wire fence along a portion of the north limit. This fence was not illustrated on the 2009 survey.

##### **iv) West Limit**

In my opinion, the subject deed misdescribed the distance from Keele Street along the south limit. Careful inspection and measurements were made to layout the incorrect distance. Our field crews conducted a thorough search to determine if there was any evidence of a survey monument or other forms of occupation such as fence at this point. None was found. I am of the opinion the Jones, O.L.S. has re-established the west limit correctly and that his survey agrees favourably with

the aforementioned Tomlinson, O.L.S. survey from 1989 and the Leitch O.L.S. from 1964.

- v) We note that Mr. Momeni is currently using a significant area of the property to west of his parcel for livestock grazing and he has erected two frame shelters and a post and wire fence all of which are illustrated on our survey. In addition, Mr. Momeni has extended his current vehicle storage area by placing gravel beyond his west limit and his north limit as illustrated on our survey. A series of air photos with boundary overlays are provided in Appendix C. The photos are time snaps that illustrate the property from 1954 up to the current time.

#### **I. Plan of Survey**

Based on the evaluation of all documentary evidence and the field observations and measurements, a Plan of Survey was prepared to illustrate to boundaries of 11320 Keele Street. The resulting bearings and distances agree favourably with the previous surveys. The plan limits are consistent with the physical limits of occupation illustrated on earlier survey.

### **APENDIX A**

#### **Plans of Survey**

1. PL1 65R-31943
2. PL2 65R-28797
3. PL3 Plan by R.D. Tomlinson, O.L.S. dated November 24, 1989
4. PL4 Expropriation Plan 8266
5. PL5 Plan by J.M. Leitch, O.L.S. dated August 24, 1964
6. PL6 Plan by C.R. Lyon, O.L.S. dated March 30, 1950
7. PL7 Plan 6061
8. PL8 Plan by Marshall, Macklin, Monaghan dated August 17, 1967
9. Portion of a Plan, that illustrates the subject property circa 1959, author unknown
10. Plan by B. Cavell, O.L.S. dated August 30, 1939

### **APENDIX B**

#### **Pins and deed**


1. PIN 03344-0222
2. Instrument No. R546792
3. Instrument VA7373066
4. Instrument No. VA43052
5. Instrument No. VA84305

## **APENDIX C**

### **Pins and deed**

1. PIN 03344-0222
2. Instrument No. R546792
3. Instrument VA7373066
4. Instrument No. VA43052
5. Instrument No. VA84305

May 13, 2025  
Date

  
C. P. Edward  
Ontario Land Surveyor

S:\WCPE\19-111 OLS research report- CPE.docx

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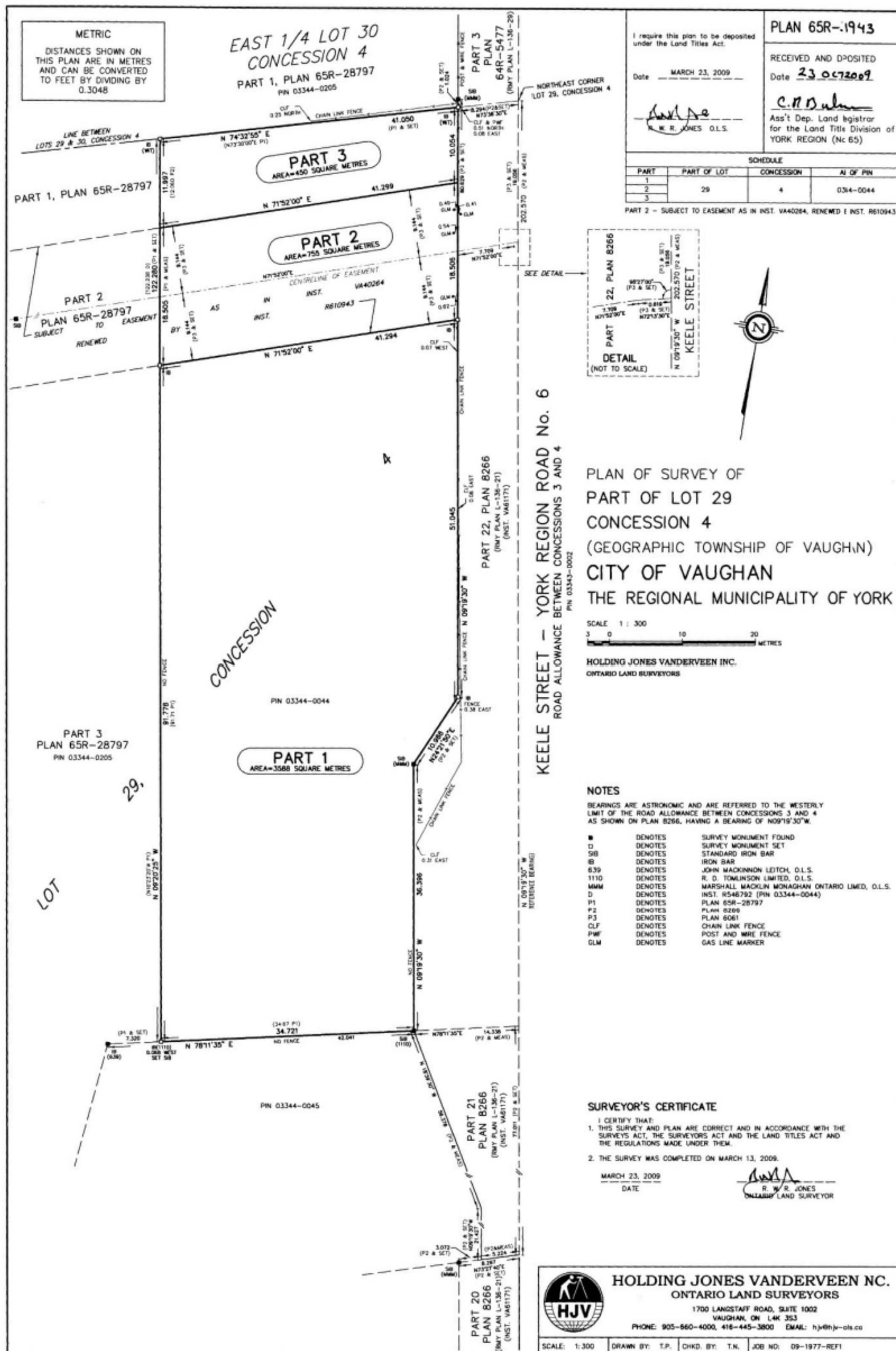
        2024 – PRESENT ..... 60

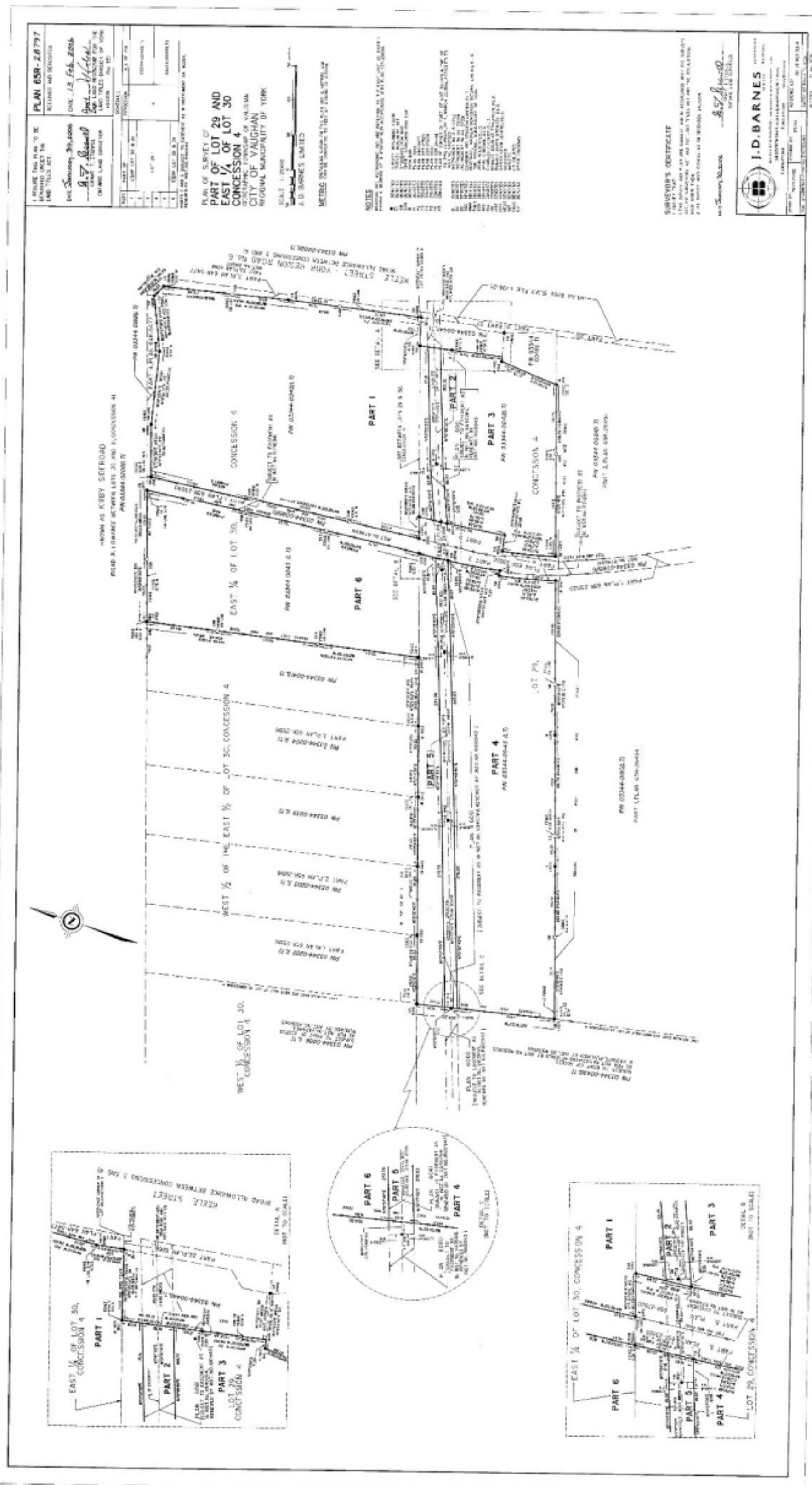


# APPENDIX A

## PLANS OF SURVEY


(PL1) REGISTERED PLAN 65R-31943 BY HOLDING JONES VANDERVEEN INC., O.L.S.





## 12

*copy + sketch*

  
**WUGHAN 61171**  
**CORPORATION OF THE COUNTY OF YORK**

REGISTRATION NO. **8266**

LAND PLAN NO. L-136-21      BY-LAW NO. 3367  
SCHEDULE A

---

Dated at NEWMARKET      this 14<sup>TH</sup> day of NOVEMBER 19 67

---

PLAN OF LAND EXPROPRIATED FOR THE PURPOSE  
Subject: OF WIDENING COUNTY ROAD No 6

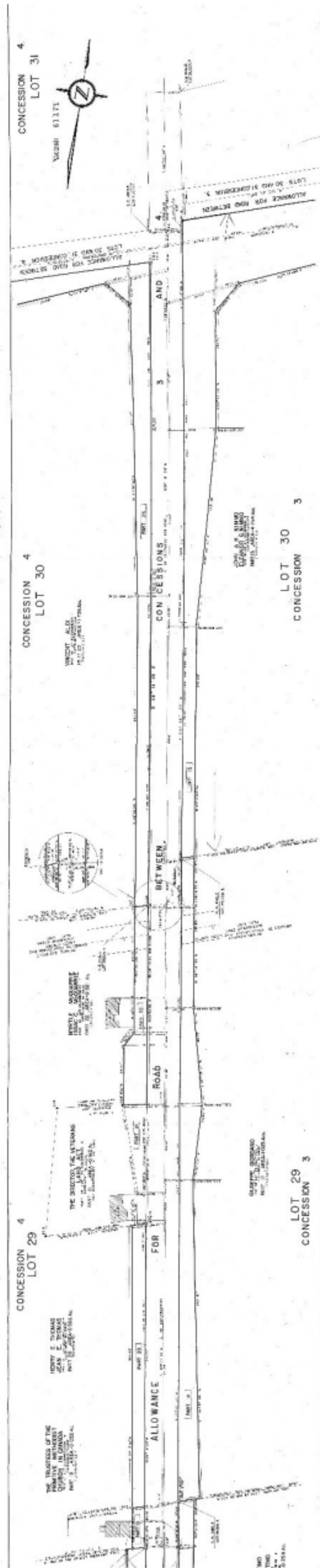
Location: LOTS 26, 27, 28, 29 AND 30 CONCESSION 3  
             LOTS 26, 27, 28, 29 AND 30 CONCESSION 4

Owners: VARIOUS

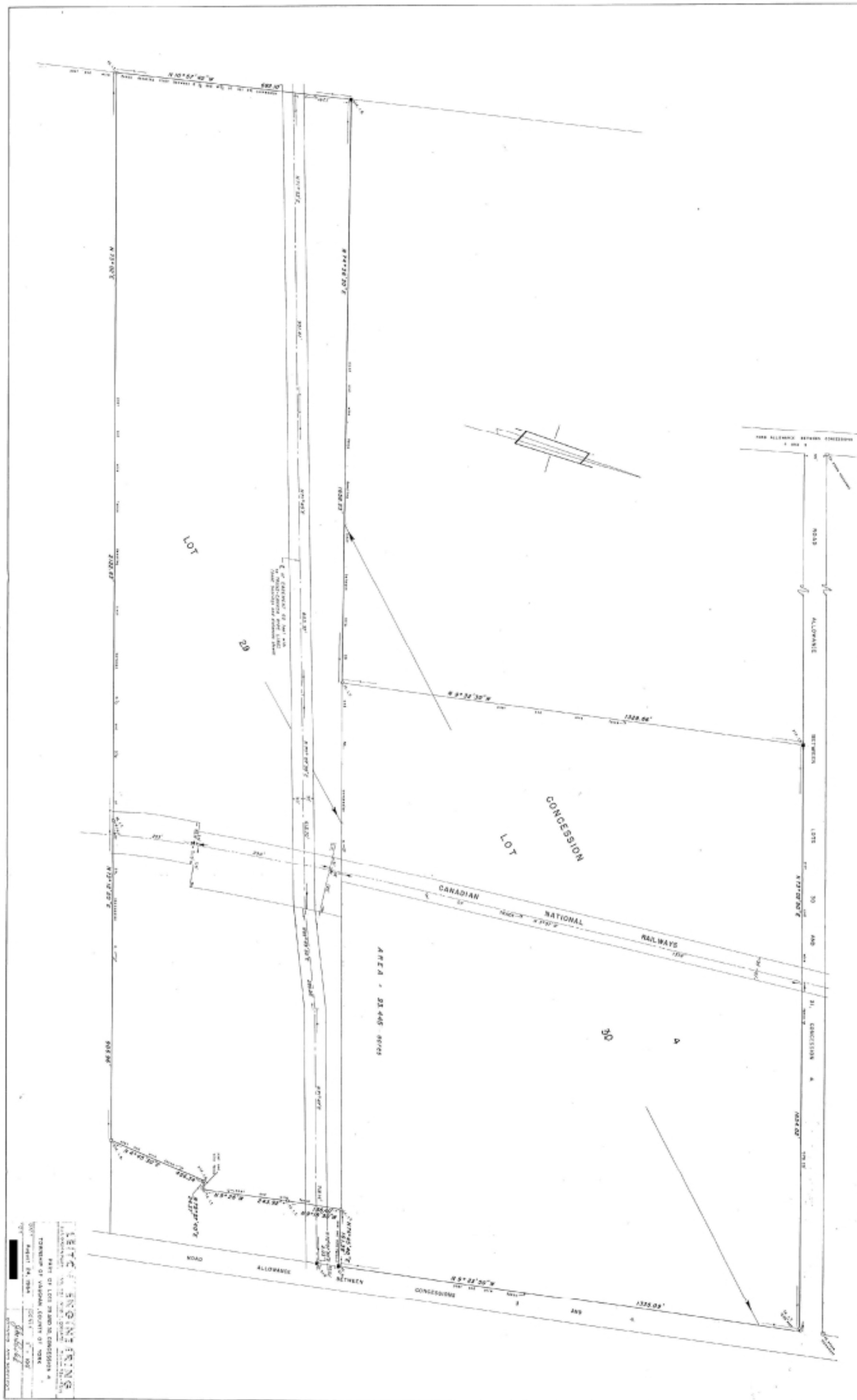
BOOK No. 1038

Memorandum:

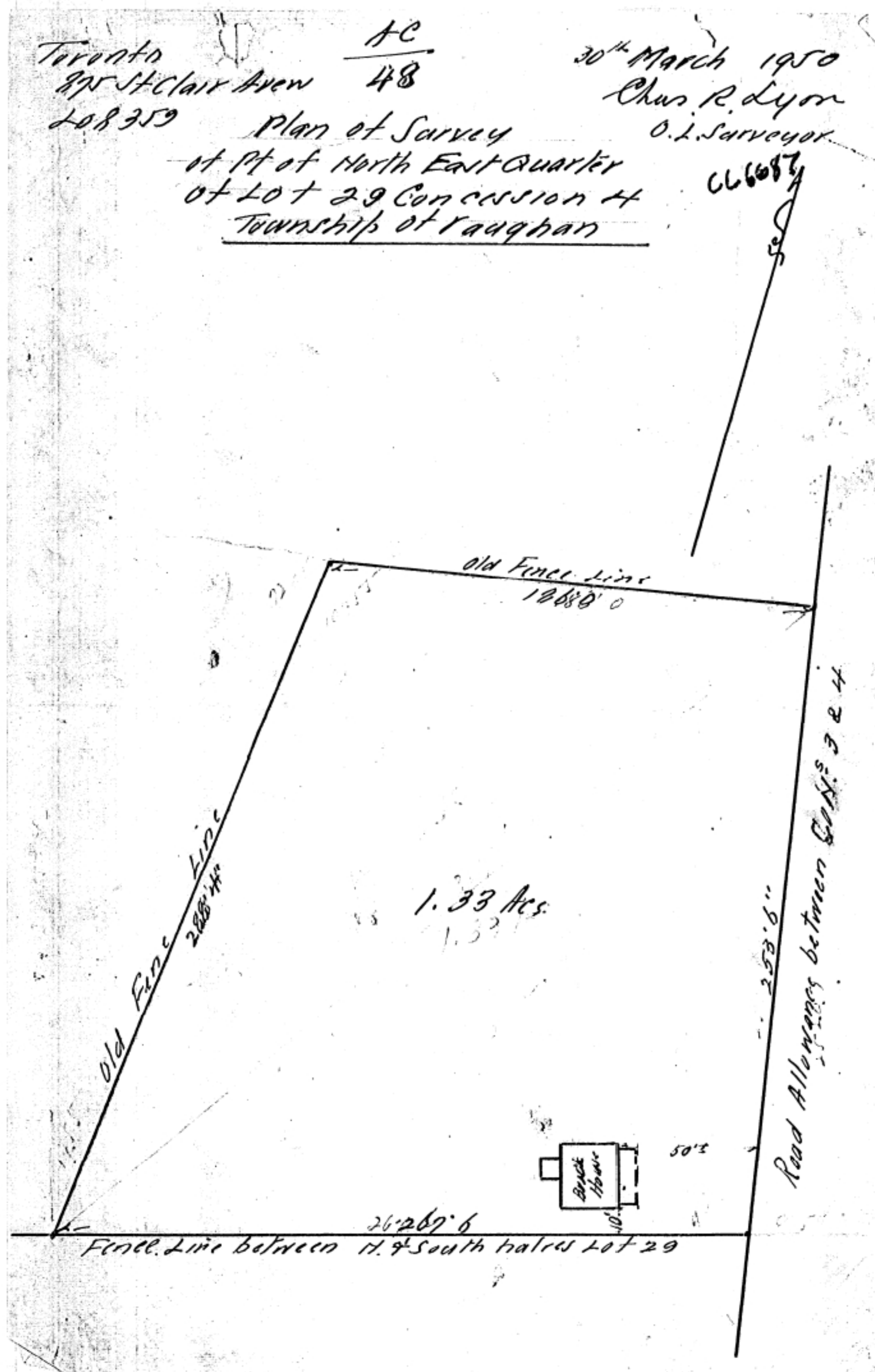
OPAQUE LINE:1 FOR  
REGISTRATION



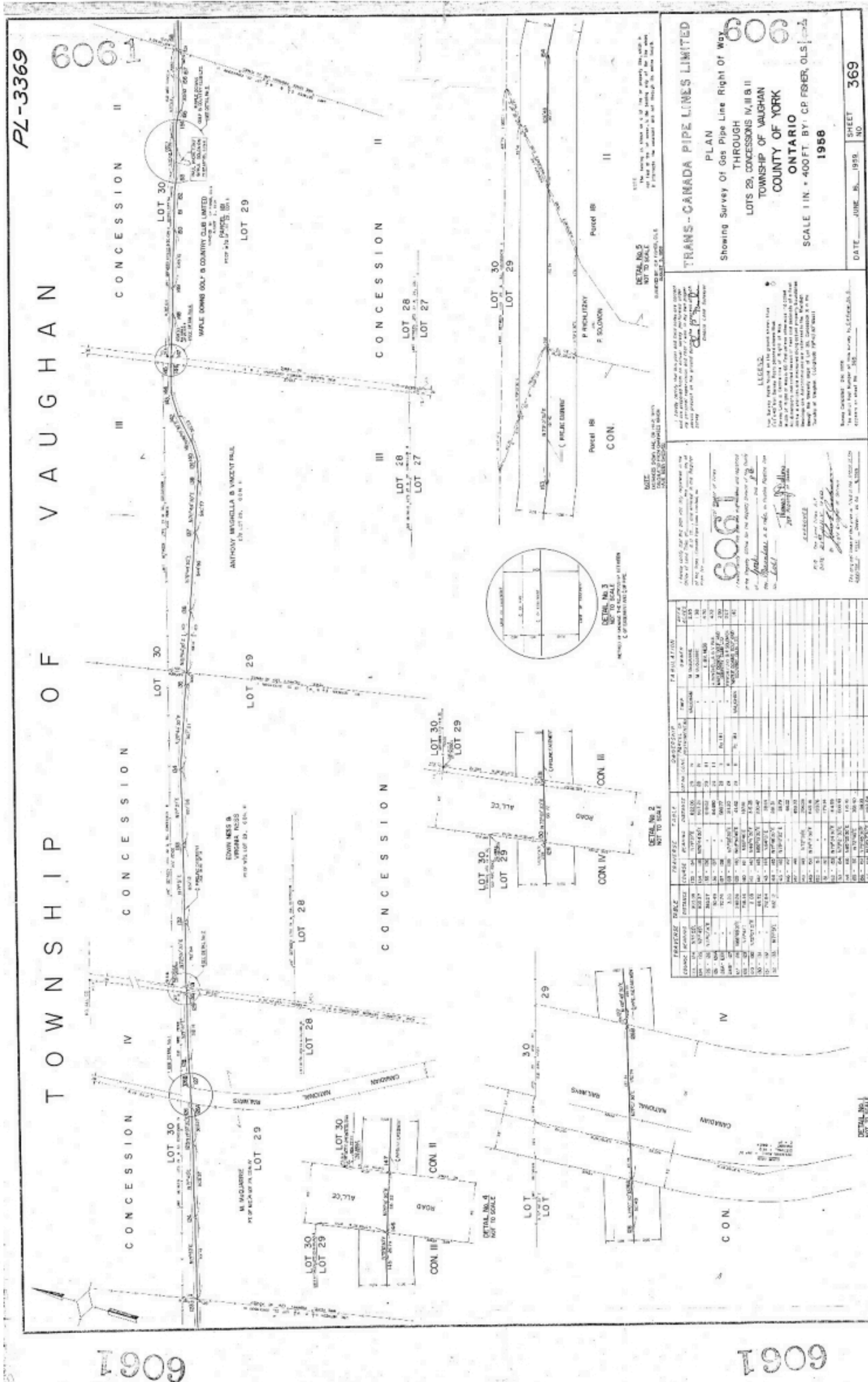
(PL5) PLAN OF SURVEY BY J. M. LEITCH, O.L.S., DATED AUGUST 24TH, 1964









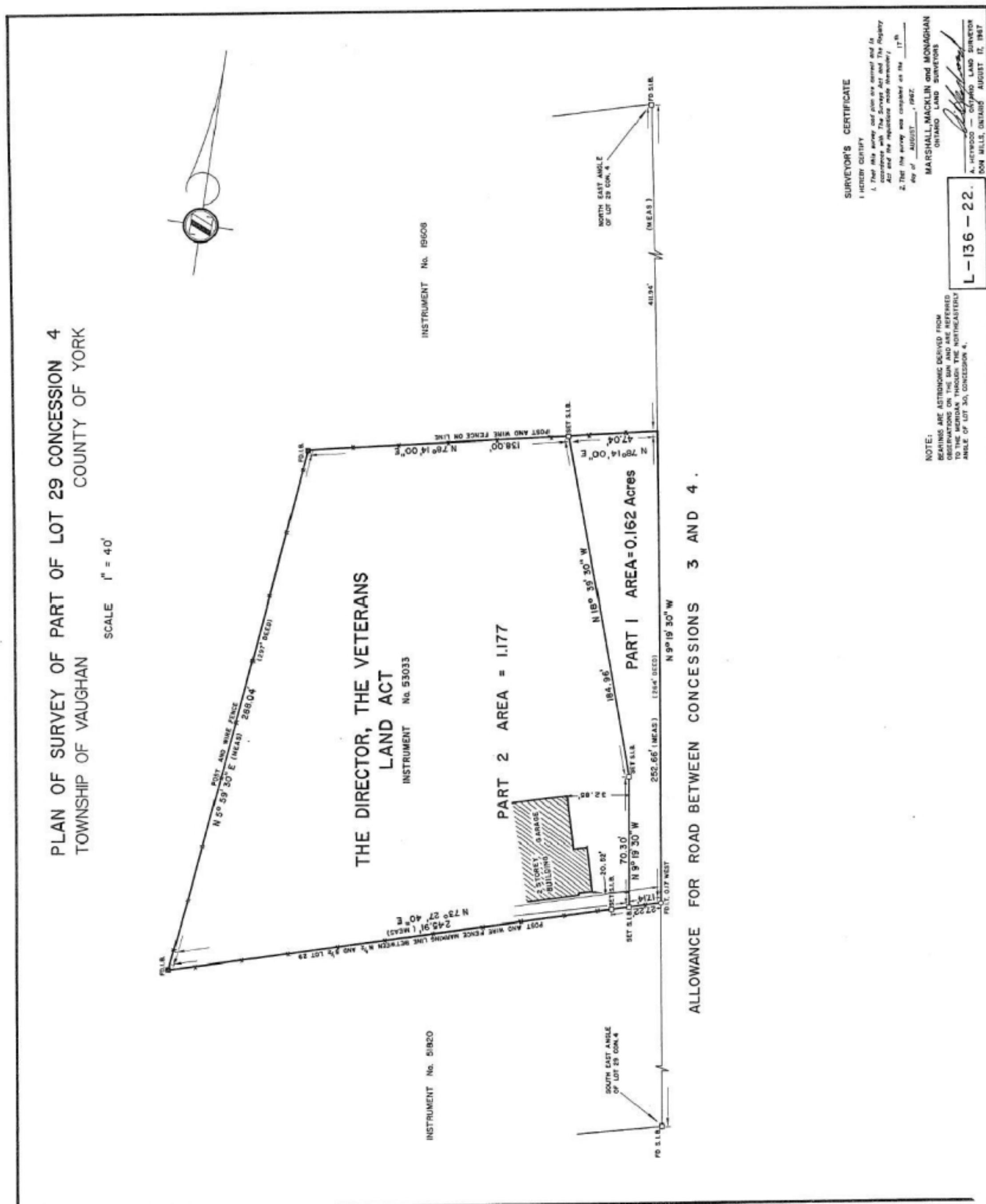


ms

67

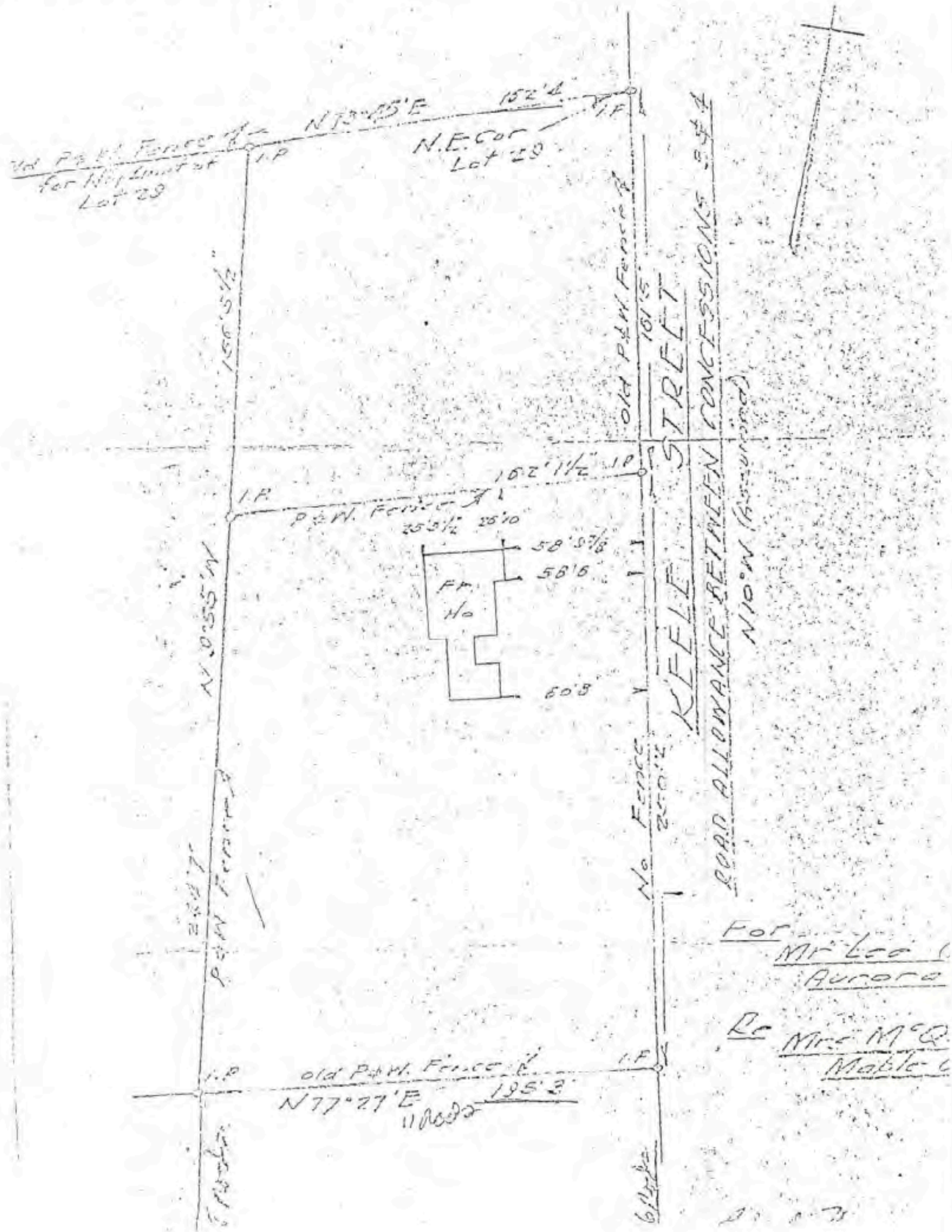
232

-3





## (PL9) PORTION OF PLAN – BY UNKNOWN



PLAN SHEWING

FOURTH CON. ROAD  
LOTS 26 TO 30  
TOWNSHIP OF VAUGHAN  
COUNTY OF YORK

SCALE: 10 FT. = 1 IN.

*Arthur H. Campbell*  
Ontario Land Surveyor  
Toronto, Aug 30<sup>th</sup> 1939.

25



## APPENDIX B

### P.I.N.s AND DEEDS



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND

REGISTRY

OFFICE #65

03344-0222 (LUT)

PAGE 1 OF 3

PREPARED FOR: Edward

ON 2025/03/19 AT 14:05:47

PROPERTY DESCRIPTION: PT LT 29 CON 4 VAUGHAN AS IN R346792 ; S/T VA40264; CITY OF VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

OWNERS' NAMES:

MOMENI, ALI  
AGUIREVITCH, NATALIA

RECENTLY:

RE ENTRY FROM 03344 0044

CAPACITY SHARE

JTEN

JTEN

FIN CREATION DATE:

2010/10/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 2010/10/20 **				
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TOP					
**	SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1996/12/21 **						
VA40264	1958/07/17	TRANSFER EASEMENT			TRANS-CANADA PIPE LINES LIMITED.	C
VA41143	1958/12/18	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
VA44620	1960/04/20	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
VA44877	1960/05/30	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
PL6061	1960/11/08	PLAN MISCELLANEOUS				
VA50655	1963/05/06	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	C
VA54954	1965/05/13	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
VA60624	1967/10/03	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	

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.





Ontario

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #60

PAGE 2 OF 3  
PREPARED FOR pedwardl  
ON 2025/03/19 AT 14:05:47

03344-0222 (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
VA70272	1972/06/16	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
VA71944	1973/04/13	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY LIMITED	
R239544	1982/03/18	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
	REMARKS: INSTRUMENT # AMENDED BY LAND REGISTRARS AMENDMENT R727546 ALL/PART VARIOUS LANDS (ADDED 01/10/22, M.GAGNE, ADLR)					
R294353	1982/06/15	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY, LIMITED	
	REMARKS: ALL/PART VARIOUS LANDS (ADDED 01/10/22, M.GAGNE, ADLR)					
R610943	1993/01/06	NOTICE				C
	REMARKS: CLAIM OF EASEMENT, MULTI					
	CORRECTIONS: "THIS INSTRUMENT" WAS DELETED FROM PROPERTY 03216-0605 IN ERROR AND WAS RE-INSTALLED ON 1998/08/20 BY THARESA MALLORY.					
R717521	1998/03/02	NOTICE		*** DELETED AGAINST THIS PROPERTY *** NATIONAL TRUST COMPANY, TRUSTEE		
	REMARKS: SEE DOCUMENT					
YR546912	2004/10/13	TRANSFER	\$420,000	MARCELLI, GABRIEL	MONENI, ALI AJGUIREVITCH, NATALIA	C
YR1105834	2007/12/21	CHARGE	\$490,000	AJGUIREVITCH, NATALIA MONENI, ALI	THE TORONTO-DOMINION BANK	C
YR1267897	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
	REMARKS: VA41143					
YR2268134	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
	REMARKS: VA44977					
YR2268143	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
	REMARKS: VA50555					
YR2268150	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		

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.



REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2268153	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
YR2268204	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
REMARKS: R294353						
YR2268227	2015/03/18	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
REMARKS: R289344						
YR2272223	2015/03/30	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
YR2272259	2015/03/30	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MELLON TRUST COMPANY		
REMARKS: VA70272, R717521, R717523						

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

Province of Ontario		Transfer/Deed of Land		Form 1 — Land Registration Reform Act, 1984		A	
<b>PROPERTY OF THE REGISTRY OFFICE</b> <b>546792</b> <b>Number</b> <b>CERTIFICATE OF REGISTRATION</b> <b>1990 JUL -3 P 4: 22</b> <b>YORK REGION</b> <b>NEWMARKET</b> <b>Land Registrar</b> <b>See Schedule</b> <b>Executions</b> <b>Lot 29, Con 4</b> <b>VGN</b>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 3 pages				
		(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>				
		(4) Consideration FOUR HUNDRED & FORTY THOUSAND	Dollars \$ 440,000.00				
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of the North-east quarter of Lot 29 Concession 4 Town of Vaughan Regional Municipality of York Registry Division of York Region See schedule attached					
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		(7) Interest/Estate Transferred Fee Simple					
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a spouse, the person consenting below is my spouse.							
Name(s)		Signature(s)		Date of Signature			
CAMPBELL, Sharon		X <i>Sharon Campbell</i>		1990 07 03			
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction							
Name(s)		Signature(s)		Date of Signature			
CAMPBELL, Charles		X <i>Charles Campbell</i>		1990 07 03			
(10) Transferor(s) Address for Service 383 Spillette Court, Newmarket, Ontario							
(11) Transferee(s)		Date of Birth					
MARCELLI, Gabriel		1939 03 14					
MARCELLI, Bernice		1943 07 28					
LAPACCIANA, Pasquale		1955 03 11					
LAPACCIANA, Rose		1955 07 29					
(12) Transferee(s) Address for Service 11320 Keele Street, Maple, Ontario, L0J 1E0							
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.							
Signature		Date of Signature		Signature		Date of Signature	
<i>Sharon Campbell</i>		1990 07 03		<i>Charles Campbell</i>		1990 07 03	
Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.							
Name and Address of Solicitor		Date of Signature					
PETER L. MAY 14 Church St. S. Richmond Hill, Ontario		1990 07 03					
(14) Solicitor for Transferee(s) I have investigated the transferor(s) 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 subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act, 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.							
PIN:		Name of Transferee(s)		Name and Address of Solicitor		Date of Signature	
		ROSE GABRIEL MARCELLI BERNICE MARCELLI PASQUALE LAPACCIANA		GAMBIN ASSOCIATES 501, 7501 Keele St. Concord		1990 07 03	
(15) Assessment Roll Number of Property		City		Mun.		Map	
19 28		000		271		15000	
(16) Municipal Address of Property		(17) Document Prepared by:					
11320 Keele Street Maple, Ontario L0J 1E0		PETER L. MAY Barrister & Solicitor 14 Church St. S. Box 29 Richmond Hill, Ontario L4C 4X9					
		Fees and Tax					
		Registration Fee		25.00			
		Land Transfer Tax		5,275.00			
		Total		5,300.00			

Additional Property Identifier(s) and/or Other Information

COMMENCING at a point in the easterly limit of said Lot 29, distant 161 feet 5 inches measured southerly along said limit from the north-east angle of the said Lot;

THENCE South along the said easterly limit of 250 feet 2 inches to an iron post planted in an old post and wire fence;

THENCE South 77 degrees 27 minutes West along an old post and wire fence 195 feet 3 inches to an iron post planted;

THENCE North 9 degrees 55 minutes West along a post and wire fence 244 feet 7 inches to an iron post planted;

THENCE Easterly along a post and wire fence 162 feet 1 1/2 inches to the point of commencement.

SECONDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Vaughan, in the Regional Municipality of York, and being composed of part of the North-east quarter of Lot 29, in the Fourth Concession of the Town of Vaughan, more particularly described as follows:

COMMENCING at the North-easterly corner of said Lot;

THENCE South along the easterly limit of said Lot, 161 feet 5 inches to an iron post planted in a post and wire fence;

THENCE Westerly along the said post and wire fence, 162 feet 1 1/2 inches to an iron post planted in a post and wire fence running northerly;

THENCE North 9 degrees 55 minutes West along the last mentioned wire fence, 156 feet 5 1/2 inches to an old post and wire fence for the north limit of said Lot 29;

THENCE North 73 degrees 45 minutes east along the said north limit of Lot 29, 162 feet 4 inches to the point of commencement.

SAVE AND EXCEPT that parcel of land taken by the Toronto York Roads Commission for road widening and registered as Plan Number 8266, Part 22 as described in Instrument registered as Number 61171.

SUBJECT to an easement in favour of Trans-Canada Pipe Lines Limited over the above conveyed land registered as instrument number 40264.

The lands being more particularly described in registered instrument number 84305 Vaughan.



Form 1 - Land Transfer Tax Act  
Affidavit of Residence and of Value of the Consideration  
Refer to all instructions on reverse side.

DYE & DURHAM CO. LIMITED  
Form No. 500  
(Amended Aug. 1, 1986)

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of N.E. quarter of Lot 29, Concession 4, Town of Vaughan  
REGIONAL MUNICIPALITY OF YORK

BY (print names of all transferors in full) SHARON CAMPBELL

TO (see instruction 1 and print names of all transferees in full) BERNICE MARCELLI, GABRIEL MARCELLI, ROSE  
LAPACCIANA AND PASQUALE LAPACCIANA

I, (see instruction 2 and print name(s) in full) WE, BERNICE MARCELLI, GABRIEL MARCELLI, ROSE LAPACCIANA  
AND PASQUALE LAPACCIANA

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- ☐ (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 (insert name(s) of principal(s)) \_\_\_\_\_

\_\_\_\_\_ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) \_\_\_\_\_

\_\_\_\_\_ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☒ (f) A transferee described in paragraph( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my OWN behalf as an

individual and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$250,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance
- ☒ contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)

NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash ..... \$ 440,000.00
- (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) ..... \$ NIL
- (ii) Given back to vendor ..... \$ NIL
- (c) Property transferred in exchange (detail below) ..... \$ NIL
- (d) Securities transferred to the value of (detail below) ..... \$ NIL
- (e) Liens, legacies, annuities and maintenance charges to which transfer is subject ..... \$ NIL
- (f) Other valuable consideration subject to land transfer tax (detail below) ..... \$ NIL
- (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) ..... \$ 440,000.00 \$ 440,000.00
- (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) ..... \$ NIL
- (i) Other consideration for transaction not included in (g) or (h) above ..... \$ NIL
- (j) TOTAL CONSIDERATION ..... \$ 440,000.00

AT Blank  
Must Be  
Filed In  
Insert "Nil"  
Where  
Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. none

Sworn before me at the town of Vaughan  
in the Regional Municipality of York  
this 29 day of June 19 90

GIORGIO MARIO DELLA ROCCA  
Commissioner, etc., Province of Ontario,  
for Gambin Associates,  
Barristers & Solicitors  
Expires August 19th, 1991

A Commissioner for taking Affidavits, Property Information Record

GABRIEL MARCELLI

BERNICE MARCELLI

ROSE LAPACCIANA

PASQUALE LAPACCIANA

- A. Describe nature of instrument: DEED

- B. (i) Address of property being conveyed (if available) 11320 Keele St. Maple, Ontario, L0J 1E0

- (ii) Assessment Roll No. (if available) 19 28 000 271 15000

- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)

- D. (i) Registration number for last conveyance of property being conveyed (if available)

- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐

- E. Name(s) and address(es) of each transferee's solicitor

GAMBIN ASSOCIATES  
Suite 501  
7501 Keele St.  
Concord, Ontario  
L4K 1Y2

For Land Registry Office use only

REGISTRATION NO.  
Land Registry Office No.  
Registration Date

Deed — With Power

73066

**This Indenture**

made (in duplicate) the Thirtieth day of August,  
one thousand nine hundred and seventy-three.

**In Pursuance of The Short Forms of Conveyances Act  
Between**

RICHARD NEIL THOMPSON, of the Town of  
Vaughan, in the Regional Municipality  
of York, Esquire,

hereinafter called the Grantor  
of the First Part

JOHN LEO COOLEY, of the Town of Vaughan,  
in the Regional Municipality of York, Univac  
Technician; and IRIS MAXINE COOLEY, his wife,  
of the same place, as joint tenants and not  
as tenants in common,

hereinafter called the Grantee s  
of the Second Part

ELSIE MARGARET THOMPSON,

Wife of the said Grantor hereinafter called the part  
of the Third Part

**Witnesseth** that in consideration of OTHER VALUABLE CONSIDERATION

AND THE SUM OF TWO-----(\$2.00)-----Dollars

of lawful money of Canada now paid by the said Grantee s to the said  
Grantor (the receipt whereof is hereby by him acknowledged),  
the said Grantor Doth Grant unto the said Grantee s/in fee simple  
as joint tenants and not as tenants in common  
All and Singular th at certain parcel or tract of land and premises  
situate lying and being

in the Town of Vaughan, in the Regional  
Municipality of York and Province of Ontario (formerly in the  
Township of Vaughan, in the County of York) and being composed  
of part of Lot Number 29 in the Fourth Concession of the said  
Township of Vaughan, more particularly described as follows:

PREMISING that the bearings stated herein are astronomic and  
are referred to the meridian through the North Easterly angle  
of Lot 30 in the Fourth Concession of said Township;

BEGINNING at the South Easterly angle of the North Half of said  
Lot 29, said point of beginning being distant 664.60 feet,  
more or less, measured on a course of South 9° 19' 30" East  
from the North Easterly angle of said Lot 29;

THENCE South 73° 27' 40" West, 17.14 feet to a standard iron  
bar and being the point of commencement of the parcel herein  
described;

THENCE North 9° 19' 30" West, 70.30 feet to a standard iron  
bar;

Deed — With Dower,  
Page 3 — Dye & Durham

The said Grantor ~~Covenant~~<sup>s</sup> with the said Grantee ~~That~~ he  
has the right to convey the said lands to the said Grantee notwithstanding  
any act of the said Grantor .

And that the said Grantee s shall have quiet possession of the said lands,  
free from all encumbrances.

And the said Grantor ~~Covenant~~<sup>s</sup> with the said Grantee that he  
will execute such further assurances of the said lands as may be requisite.

And the said Grantor ~~Covenants~~ with the said Grantee s that he  
has done no act to encumber the said lands.

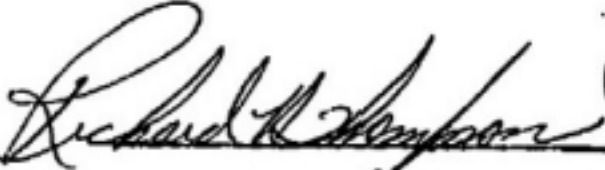
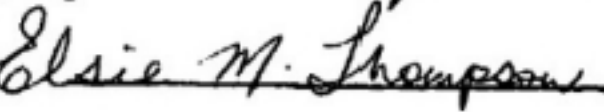
And the said Grantor ~~Release~~<sup>s</sup> to the said Grantee s All his  
claims upon the said lands.

And the said Elsie Margaret Thompson  
wife of the said Grantor hereby bars her dower in the said lands.

In Witness Whereof the said parties hereto have hereunto set  
their hands and seals.

Signed, Sealed and Delivered  
IN THE PRESENCE OF

Margaret Watson

THENCE North  $18^{\circ} 39' 30''$  West, 184.96 feet to a standard iron bar set in the line of a post and wire fence;

THENCE South  $78^{\circ} 14' 00''$  West, 138 feet to an existing iron bar in the line of a post and wire fence running in a Southerly direction;

THENCE South  $5^{\circ} 59' 30''$  West, 288.04 feet to an existing iron bar in the line of a post and wire fence running in an Easterly direction and marking the line between the North half and the South Half of the said Lot 29;

THENCE North  $73^{\circ} 27' 40''$  East along the said last mentioned fence, 245.91 feet to the point of commencement.

The hereinabove described parcel shown on a Plan of Survey dated August 17, 1967 prepared by Marshall, Macklin and Monaghan, Ontario Land Surveyors, a copy of which is attached to a Deed dated December 27, 1967 from The Director, The Veterans' Land Act to The Corporation of the County of York.

as joint tenants and not as tenants in common

**To have and to hold** unto the said Grantee<sup>s</sup>, their heirs and assigns, to and for their sole and only use for ever. **Subject** nevertheless to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.



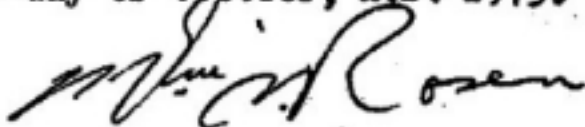
THE REGISTRY ACT

IN THE MATTER of the PLANNING ACT (R.S.O. 1960 c. 296, as amended)  
AND IN THE MATTER of a Deed of Part of Lot 29, Concession 4,  
Township of Vaughan, dated August 30th, 1973.

I, RICHARD NEIL THOMPSON, of the Town of Vaughan, in the Regional  
Municipality of York, make oath and say as follows:

- 1- That I am the Grantor named in the above mentioned  
Deed, which is attached hereto.
- 2- That the said Deed does not contravene the provisions  
of Section 29 of The Planning Act, as amended, because:  
I, the present registered owner, do not retain the fee or the  
equity of redemption in, or a power or right to grant, assign  
or exercise a power of appointment with respect to any land  
abutting the land affected by the Deed.

SWORN before me at the City )  
of Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
17th day of October, A.D. 1973. )



A COMMISSIONER &C.



# AFFIDAVIT OF SUBSCRIBING WITNESS

AMENDED MARCH 1972

I, MARGARET WATSON,  
of the City of Toronto,  
in the Municipality of Metropolitan Toronto,  
Secretary, make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Toronto by Richard Neil Thompson and  
Elsie Margaret Thompson.

\*See footnote

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of  
Toronto, in the Municipality  
of Metropolitan Toronto,  
this 17th day of October, 19 73.

*Margaret Watson*

*[Signature]*  
A Commissioner for Taking Affidavits, etc.

\*Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Amended, May, 1973

## AFFIDAVIT IN THE MATTER OF THE LAND TRANSFER TAX ACT

PROVINCE OF ONTARIO  
Judicial District  
of York

\*For place of residence insert appropriate County, District, Regional Municipality, etc.

To Wit:

I, RICHARD NEIL THOMPSON,  
of the Town of Vaughan,  
in the Regional Municipality of York,

named in the within (or annexed) transfer make oath and say:

1. I am the grantor  
named in the within (or annexed) transfer.
2. I have a personal knowledge of the facts stated in this affidavit.
3. (1) The total consideration for this transaction has been allocated as follows:

(a) Land, building, fixtures and goodwill	\$ 53,500.00
(b) Chattels — items of tangible personal property (see note)	nil
TOTAL CONSIDERATION	\$ 53,500.00

  
(2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$ 18,500.00
(b) Property transferred in exchange (Detail Below)	nil
(c) Securities transferred to the value of (Detail Below)	nil
(d) Balances of existing encumbrances with interest owing at date of transfer	nil
(e) Monies secured by mortgage under this transaction	\$ 35,000.00
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	nil
(g) Other (Detail Below)	nil
TOTAL CONSIDERATION (should agree with 3(1)(a) above)	\$ 53,500.00

This affidavit may be made by the purchaser or vendor or by any one acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

All blanks must be filled in.

4. If consideration is nominal, is the transfer for natural love and affection?
5. If so, what is the relationship between Grantor and Grantee?
6. Other remarks and explanations, if necessary

SWORN before me at the City  
of Toronto, in the Municipality  
of Metropolitan Toronto,  
this 17th day of October, 19 73.

*[Signature]*  
A Commissioner, etc.

Chattels: Retail sales tax is payable on the valuation of items shown in 3(1)(b) unless otherwise exempted under the provisions of The Retail Sales Tax Act. For the purpose of this affidavit insert above only the value of chattels, the total value of which in the opinion of the deponent exceeds \$100.00. This does not exonerate a purchaser from the payment of Retail Sales Tax on any tangible personal property as part of this transaction. When chattels are purchased as part of this transaction with a value of less than \$100.00, the applicable tax should be paid by the purchaser to the Treasurer of Ontario and remitted to the Minister of Revenue.

AFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE RICHARD NEIL THOMPSON,

of the Town of Vaughan,

in the Regional Municipality of York,

make oath and say:

When I

executed the attached instrument,

I/WE was at least eighteen years old.

I was married / divorced / widowed

Elaine Margaret Thompson was my wife / husband and was over the age of eighteen years.

WE WERE MARRIED ON EACH OTHER

WE SOLD THE LAND ON EACH OTHER'S SEPARATE PROPERTY

I am not a non-resident of Canada within the meaning of Section 116 of The Income Tax Act and I am to continue to be a resident of Canada after the sale of the within lands by me.

(SIGNED) SWORN before me at the City

of Toronto, in the Municipality

of Metropolitan Toronto,

this 17th day of October, 1973.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

\*Where affidavit made by attorney-in-fact: "When I executed the attached instrument as attorney-in-fact for (name), he/she was (married status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority."

Dated **VAUGHAN 73066**, A.D. 73.  
AUGUST 30th.

*1080 21600*  
RICHARD NEIL THOMPSON

TO 53500

JOHN LEO COOLEY ET UX

Address: *11, 290 Adelaide St. W.*  
*City of Vaughan*

**Deed of Land**

SITUATE

Pt. Lot 29, Con. 1,  
Vaughan.

One & Duane Co. Limited, 180 Denby Drive, Toronto

27/00/27-113000

ASSESSMENT ROLL NO. 27/00/27-113000  
ADDRESS OF PROPERTY 1129 Keele St. Maple, Ont.

PROPERTY OF THE  
REGISTRY OFFICE

WILLIAM S. ROSEN, Q.C.

1012 Bloor St. West,  
Toronto, Ontario.

*Wm. S. Rosen*  
*1012 Bloor St. W.*  
*1012 Bloor St. W.*

**VAUGHAN 73066**  
**REGISTRY DIVISION OF**  
**TORONTO BOROUGH**  
**AND YORK SOUTH (No. 64)**  
I CERTIFY THAT THIS INSTRUMENT IS REGISTERED  
AS OF *2:57* P.M.  
OCT 22 1973 IN THE  
Registry Office  
at Toronto,  
Ontario.  
*W. S. Rosen*  
REGISTRAR

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

Deed with Power  
Form 113  
Newsome & Gilbert Limited, Toronto

VAUGHAN 43052

# This Indenture

made in duplicate the Twenty-fourth day of July  
in the year of our Lord one thousand nine hundred and Fifty-nine

**In Pursuance of the Short Forms of Conveyances Act:  
Between**

MYRTLE IRENE McQUARRIE, of the Township of Vaughan, in  
the County of York, widow,

hereinafter called the Grantor of the FIRST PART

LUDWIK ZABIELSKI and KATHRYN ZABIELSKI  
his wife, both of the City of Toronto, in the  
County of York, as joint tenants and not as  
tenants in common  
hereinafter called the Grantee of the SECOND PART

Wife of the Grantor -- of the THIRD PART

*Whereas the premises described lands are registered  
in names of the grantor and Isaac C. Macdonald  
as joint tenants  
And whereas the said Isaac C. Macdonald died on the  
20th day of September, 1954, and succession duty release  
was registered on the 1st day of November, 1954 as F 32897*  
**Witnesseth** that in consideration of other valuable consideration and

the sum of ONE.....

.....(\$1.00).....00/100..dollar of  
lawful money of Canada now paid by the said grantee to the said grantor (the receipt  
whereof is hereby by her acknowledged) She the said grantor DOth  
GRANT unto the said grantees in fee simple *AS JOINT*  
*TENANTS*

ALL and Singular that certain parcel or tract of land and premises, situate, lying and  
being in the Township of Vaughan in the County of York, and being  
composed of the North-east quarter of lot Number 29 and the East  
quarter of lot Number 30 in the 4th concession of the said Township  
of Vaughan containing 100 acres more or less.  
SAVE AND EXCEPT therefrom the following parcels  
**FIRSTLY**

All and Singular that certain parcel or tract of land and premises,  
situate, lying and being in the Township of Vaughan, in the County  
of York, and being composed of part of the North-east quarter of  
Lot No. 29 in the 4th Concession of the said Township more partic-  
ularly described as follows:

COMMENCING at the South-east corner of the North-east quarter of  
said Lot 29;

THENCE NORTHERLY along the West side of the allowance for road 16  
rods;



THENCE WESTERLY and parallel to the southerly limit of said North-east quarter of Lot 29, 11 rods;

THENCE on a southerly course 18 rods to a point in the southerly limit of the North-east quarter of said Lot distant Westerly along the last mentioned limit from the easterly limit of said lot;

THENCE EASTERLY and parallel to the northerly boundary of said Lot, 16 rods to the point of commencement.

Containing by admeasurement one and one-half acres ( $1 \frac{1}{2}$ ) be the same more or less.

SAVE AND EXCEPT therefrom the following parcels

SECONDLY

All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Vaughan, in the County of York, and being composed of part of the north-east quarter of Lot 29, in the fourth Concession of the Township of Vaughan, more particularly described as follows;

*feh*  
COMMENCING at a point in the easterly limit of said lot 29, distant <sup>161'5"</sup> measured ~~northerly~~ along said limit from the north-east angle of the said lot; ~~SOUTHERLY~~ ✓

THENCE South along the said easterly limit two hundred and fifty feet two inches (250'2") to an iron post planted in an old post and wire fence.

THENCE S. 77°27' W. along an old post and wire fence one hundred and ninety-five feet three inches (195'3") to an iron post planted;

THENCE N. 9°55' W. along a post and wire fence two hundred and forty-four feet seven inches (244'7") to an iron post planted

THENCE easterly along a post and wire fence one hundred and sixty-two feet one and one-half inches (162' 1 1/2") to the point of commencement;

THIRDLY

All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Vaughan in the County of York, and being composed of part of the North-east quarter of Lot 29, in the Fourth Concession of the Township of Vaughan, more particularly described as follows:

COMMENCING at the North-easterly corner of said Lot;

THENCE south along the easterly limit of said lot, one hundred and sixty-one feet five inches (161'5") to an iron post planted in a post and wire fence;

*feh*  
THENCE WESTERLY along the said post and wire fence, one hundred and sixty-two feet <sup>one-half inch</sup> (162' 1 1/2") to an iron post planted in a post and wire fence running northerly;

*feh*  
THENCE N. 9°55' W. along the last mentioned wire fence, one hundred fifty-six feet five and one-half inches (156'5 1/2") to an old post and wire fence for the north limit of said lot 29;

THENCE N. 73°45' east along the said north limit of lot 29, one hundred and sixty-two feet four inches (162'4"), to the point of commencement.

*Uch*  
Subject to an easement in favor of Trans-Canada Pipe Lines Limited over the above conveyed land registered as No. 40264 ✓

TO HAVE AND TO HOLD unto the said grantee <sup>AS JOINT TENANTS</sup> ~~5~~ <sup>their</sup> heirs and assigns to and for their sole and only use forever,

SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said grantor COVENANTS with the said grantee THAT she has the right to convey the said lands to the said grantee notwithstanding any act of the said grantor

AND that the said grantee shall have quiet possession of the said lands free from all encumbrances.

AND the said grantor COVENANTS with the said grantee that she will execute such further assurances of the said lands as may be requisite.

AND the said grantor COVENANTS with the said grantee that she has done no act to encumber the said lands.

AND the said grantor RELEASES to the said grantee ALL her claims upon the said lands.

~~AND the said~~  
~~wife of the said Grantor hereby bars her Dower in the said lands.~~

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered  
IN THE PRESENCE OF

*L. J. J. J.*  
*Myrtle D. J. J. J.*



**AFFIDAVIT AS TO LEGAL AGE**

PROVINCE OF ONTARIO } I, **MYRTLE IRENE McQuarrie**  
COUNTY OF **York** } of the Township of **Vaughan**  
To Wit: in the County of **York**

Strike out words and parts not applicable and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney see footnote.

~~XXXXXX~~

~~wherein the within instrument is contained~~

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

SWORN before me at the Town

of **Aurora**

in the County of **York**

this **17th** day of **July**

A.D. 19 **59**

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided, "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_ one of the parties named therein and he/she was of the full age of twenty-one years."

**Affidavit, Land Transfer Tax Act**  
IN THE MATTER OF THE LAND TRANSFER TAX ACT.

PROVINCE OF ONTARIO  
COUNTY OF **YORK**

I, **MYRTLE IRENE McQUARRIE**  
of the Township of **Vaughan**  
in the County of **York**

for the

To Wit: named in the within (or annexed) transfer make oath and say:

1. I am the grantor named in the within (or annexed) transfer.
2. I have a personal knowledge of the facts stated in this affidavit.
3. The true amount of the monies in cash and the value of any property or security included in the consideration is as follows:
 

(a) Monies paid in cash	\$ <u>25.00</u>
(b) Property transferred in exchange;	
Equity value \$	<u>nd</u>
Encumbrance \$	<u>nd</u>
(c) Securities transferred to the value of	\$ <u>nd</u>
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ <u>nd</u>
(e) Monies secured by mortgage under this transaction	\$ <u>25.00</u>
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ <u>nd</u>
Total consideration	\$ <u>60.00</u>
4. If consideration is nominal, is the transfer for natural love and affection?
5. If so, what is the relationship between Grantor and Grantee?
6. Other remarks and explanations, if necessary.

All blanks must be filled in

Sworn before me at the Town  
of **Aurora**  
in the County of **York**  
this **17th** day of **July**  
A.D. 19 **59**

A Commissioner, etc.

CANADA  
PROVINCE OF ONTARIO  
County of York  
TO WIT:

I, *Lorne C Lee*  
Solicitor  
of the Town of Aurora  
County of York  
make oath and say:

1. THAT I was personally present and did see the within or annexed Instrument and a duplicate thereof duly signed, sealed and executed by MYRTLE IRENE McQUARRIE
2. THAT the said Instrument and duplicate were executed by the said party <sup>one</sup> of the parties thereto, at the Town of Aurora

3. THAT I know the said party  
4. THAT I am a subscribing witness to the said Instrument and duplicate.  
SWORN before me at the Town of Aurora in the County of York this 24<sup>th</sup> day of July A.D. 1959

*W.L. Sulney*  
A Commissioner for taking Affidavits, etc.

CANADA  
PROVINCE OF ONTARIO  
County of York  
TO WIT:

I, *Lorne C Lee*  
Solicitor  
of the Town of Aurora  
County of York  
make oath and say:

1. THAT I was personally present and did see the within or annexed Instrument and a duplicate thereof duly signed, sealed and executed by MYRTLE IRENE McQUARRIE
2. THAT the said Instrument and duplicate were executed by the said party <sup>one</sup> of the parties thereto, at the Town of Aurora

3. THAT I know the said party  
4. THAT I am a subscribing witness to the said Instrument and duplicate.  
SWORN before me at the Town of Aurora in the County of York this 24<sup>th</sup> day of July A.D. 1959

A Commissioner for taking Affidavits, etc.

VAUGHAN 43052  
Dated 24th day of July, 1959  
120.00 L.F.S.  
MYRTLE IRENE McQUARRIE

TO  
LUDWIK ZABIELSKI &  
KATHRYN ZABIELSKI

Bed of Land  
SITUATE

Township of Vaughan

THIS INSTRUMENT  
IS THE PROPERTY OF  
NEWSCOM & GILBERT LIMITED, TORONTO  
REGISTERED  
SEP 24 1959  
330.00 L.F.S.

LORNE C. LEE, Q.C.  
BARRISTER, SOLICITOR, NOTARY, ETC.  
AURORA - ONTARIO

VAUGHAN 43052

I certify that the within instrument is duly entered, registered and microfilmed in the Registry Office for the Registry Division of the East and West Riding of the County of York.  
TOWNSHIP OF VAUGHAN  
at 2.25 o'clock P.M. of the 22<sup>nd</sup> day of SEP A.D. 1959  
AS WITNESSED 4.30.52  
*G.D. March*

THIS SPACE TO BE RESERVED FOR REGISTRY OFFICE CERTIFICATES

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
of the  
in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

\*See footnote

at by

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the

this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

VAUGHAN 84305 19 79  
Dated November 20th,

EDDIE NEUSER and  
HILDEGARD NEUSER

TO

DOUGLAS RONALD CHALMERS,  
MARGARET ISOBEL CHALMERS,  
RONALD DOUGLAS CHALMERS,  
GORDON F. FRASER.

Address: 11320 Keele Street,  
Maple, Ontario.

**Deed of Land**

SITUATE

Part Lot 29, Conc. 4,  
Town of Vaughan

DYE & DURHAM CO. LIMITED

ASSESSMENT, PROPERTY OF THE  
ADDRESS OF PROPERTY

GAMBIN, BRATTY, CHIAPPETTA,  
MORASSUTTI, CARUSO,  
Barristers and Solicitors,  
1055 Wilson Avenue,  
Downsview, Ontario.  
MG/rv

47263 Wabp T Wabp W  
85 Richmond  
Toronto

VAUGHAN 84305  
REGISTRY DIVISION OF  
TORONTO BOROUGH  
AND YORK SOUTH (No. 64)

I CERTIFY THAT THIS INSTRUMENT IS REGISTERED  
AS OF 12:45 P.M.  
NOV 30 1979 IN THE  
Land Registry Office  
at Toronto,  
Ontario.

29/Nov 4

THIS SPACE TO BE RESERVED FOR CREDITS OF REGISTRATION

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	



## The Land Transfer Tax Act, 1974

## AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land)

Part of the Northeast quarter of Lot 29, Concession 4, Town of  
Vaughan

BY (print names of all transferors in full)

Eddie Neuser and Hildegard Neuser

TO (see instruction 1 and print names of all transferees in full)

Douglas Ronald Chalmers, Margaret Isobel  
Chalmers, Ronald Douglas Chalmers and Gordon F. FraserWE, (see instruction 2 and print name(s) in full) DOUGLAS RONALD CHALMERS, MARGARET ISOBEL CHALMERS,  
RONALD DOUGLAS CHALMERS and GORDON F. FRASER

MAKE OATH AND SAY THAT

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (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 (insert name(s) of principal(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

described in paragraph(s) (a), (b), (c) above. (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse)

who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable)

and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses f and g of subsection 1 of section 1 of the Act. (see instruction 3)

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4)

None

## 4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 85,335.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ 34,665.00	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (TOTAL OF (a) to (f))	\$ 120,000.00	\$ 120,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the Retail Sales Tax Act, R.S.O. 1970, c. 415, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 120,000.00	\$ 120,000.00

ALL BLANKS  
MUST BE  
FILLED IN  
INSERT "NIL"  
WHERE  
APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance (see instruction 5)

n/a

6. Other remarks and explanations, if necessary

n/a

## SEVERALLY

SWORN before me at the Town of Vaughan

in the Regional Municipality of York,

this 29th day of November 1979

A Commissioner for taking Affidavits, etc.

## PROPERTY INFORMATION RECORD

- A. Describe nature of instrument: Deed
- B. (i) Address of property being conveyed (if available) 11320 Keele Street, Maple, Ontario
- (ii) Assessment Roll No. (if available) N/A
- C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6) c/o Mr. Douglas R. Chalmers, 31 Malaren Road, Maple
- D. (i) Registration number for last conveyance of property being conveyed (if available) 71180 Vaughan
- (ii) Legal description of property conveyed: Same as in D (i) above. Yes ☒ No ☐ Not Known ☐
- E. Name(s) and address(es) of each transferee's solicitor: Messrs. Walsh and Walsh Barristers & Solicitors 85 Richmond Street West TORONTO, Ontario M5H 2C9

For Land Registry Office use only

REGISTRATION NO.

Land Registry Office No.

Registration Date

VAUGHAN

84355

# This Indenture

made in duplicate the 20th day of November  
one thousand nine hundred and seventy-nine

**In Pursuance of the Short Forms of Conveyances Act:**

**Between**

EDDIE NEUSER and HILDEGARD NEUSER, his wife, both of  
the Town of Vaughan, in the Regional Municipality of  
York, as joint tenants and not as tenants in common,

Hereinafter called the GRANTORS OF THE FIRST PART;

- and -

DOUGLAS RONALD CHALMERS, of the Town of Vaughan, in the  
Regional Municipality of York, Esso Agent, and MARGARET  
ISOBEL CHALMERS, of the same place, his wife, RONALD  
DOUGLAS CHALMERS, of the City of North York, in the  
Municipality of Metropolitan Toronto, Esso Agent, and  
GORDON F. FRASER, of the City of North York, in the  
Municipality of Metropolitan Toronto, Manager, as tenants  
in common,

**Witnesseth** that in consideration of other good and valuable consideration  
and the sum of TWO-----

----- (\$2.00) -----DOLLARS

now paid by the said Grantee to the said Grantor, the receipt whereof is hereby by him  
acknowledged, he the said Grantor DOTH GRANT unto the said Grantee in fee simple

THOSE lands and premises located in the following municipality, namely, in the  
Town of Vaughan, in the Regional Municipality of York,

and being composed of Part of the North-east quarter of Lot  
Number 29, Concession 4, of the Town of Vaughan, and being  
more particularly described in Schedule "A" attached.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Vaughan, in the Regional Municipality of York, and being composed of Part of the North-east quarter of Lot 29, in the fourth Concession of the Town of Vaughan, as more particularly described as follows:

COMMENCING at a point in the easterly limit of said Lot 29, distant 161 feet 5 inches measured southerly along said limit from the north-east angle of the said Lot;

THENCE South along the said easterly limit of 250 feet 2 inches to an iron post planted in an old post and wire fence;

THENCE South 77 degrees 27 minutes West along an old post and wire fence 195 feet 3 inches to an iron post planted;

THENCE North 9 degrees 55 minutes West along a post and wire fence 244 feet 7 inches to an iron post planted;

THENCE Easterly along a post and wire fence 162 feet 1 1/2 inches to the point of commencement.

SECONDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Vaughan, in the Regional Municipality of York, and being composed of part of the North-east quarter of Lot 29, in the Fourth Concession of the Town of Vaughan, more particularly described as follows;

COMMENCING at the North-easterly corner of said Lot;

THENCE South along the easterly limit of said Lot, 161 feet 5 inches to an iron post planted in a post and wire fence;

THENCE Westerly along the said post and wire fence, 162 feet 1 1/2 inches to an iron post planted in a post and wire fence running northerly;

THENCE North 9 degrees 55 minutes West along the last mentioned wire fence, 156 feet 5 1/2 inches to an old post and wire fence for the north limit of said Lot 29;

THENCE North 73 degrees 45 minutes east along the said north limit of Lot 29, 162 feet 4 inches to the point of commencement.

SAVE AND EXCEPT that parcel of land taken by the Toronto York Roads Commission for road widening and registered as Plan Number 8266, Part 22 as described in Instrument registered as Number 61171 *Vaughan*.

SUBJECT to an easement in favour of Trans-Canada Pipe Lines Limited over the above conveyed land registered as instrument Number 40264 *Vaughan*.



TO HAVE AND TO HOLD unto the said Grantee, his heirs, executors, administrators, successors and assigns to and for their sole and only use forever;  
SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said Grantor COVENANTS with the said Grantee that he has the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantor.

AND that the said Grantee shall have quiet possession of the said lands free from all encumbrances.

AND the said Grantor COVENANTS with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor COVENANTS with the said Grantee that he has done no act to encumber the said lands.

AND the said Grantor RELEASES to the said Grantee ALL his claims upon the said lands.

PROVIDED that in construing these presents the words "Grantor" and "Grantee" and the pronouns "he", "his" or "him" relating thereto and used therewith shall be read and construed as "Grantor" or "Grantors", "Grantee" or "Grantees", and "he", "she", "it" or "they", "his", "her", "its" or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

In the Presence of

*M. L. ...*

*Eddie Neuser*  
Eddie Neuser

*Hildegard Neuser*  
Hildegard Neuser

# The Registry Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO Part of Lot 29, Concession 4,  
in the Town of Vaughan, in the Regional Municipality of York

Deed, Mortgage,  
Agreement of  
Sale, Lease, etc.

AND IN THE MATTER OF A DEED

THEREOF, FROM EDDIE NEUSER and HILDEGARD NEUSER  
TO DOUGLAS RONALD CHALMERS, MARGARET ISOBEL CHALMERS, RONALD  
DOUGLAS CHALMERS and GORDON F. FRASER  
DATED November 20th, 1979

I, EDDIE NEUSER  
of the Town of Vaughan in the Regional  
Municipality of York

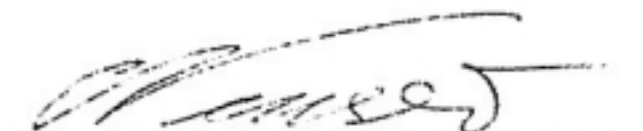
MAKE OATH AND SAY AS FOLLOWS:

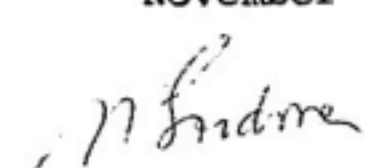
1. I am one of the grantors  
named in the above mentioned Instrument, and have knowledge of the matters hereinafter  
sworn.
2. The said Instrument, and the conveyance or other dealing with land affected thereby, do  
not contravene the provisions of The Planning Act, as amended, because
  - (a) *The present registered owner does not retain the fee or the equity of redemption in, or a  
power or right to grant, assign or exercise a power of appointment with respect to any land  
abutting the land affected by the deed.*

Delete  
if not  
applicable

State  
other  
reason  
if any

SWORN before me  
at the City of North York  
in the Municipality of Metropolitan  
Toronto  
this 30<sup>th</sup>  
day of November 19 79

  
Eddie Neuser

  
A Commissioner for Taking Affidavits, etc.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **MICHAEL GOODMAN**  
 of the **City of Toronto**  
 in the **Municipality of Metropolitan Toronto**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
 at **THE City of North York** by **Eddie Neuser and Hildegard Neuser**

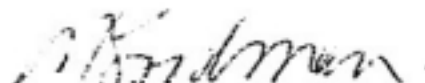
\*See footnote

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of North York, in the Municipality of Metropolitan Toronto

this 30 day of November 19 79

  
 Michael Goodman

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

\*Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters and "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~xx~~WE **EDDIE NEUSER and HILDEGARD NEUSER**  
 of the **Town of Vaughan,**  
 in the **Regional Municipality of York**

\*If attorney see footnote

make oath and say: When we executed the attached instrument,

~~xx~~WE were both at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out inapplicable clauses.

~~xxxxxx~~

b) We were spouses of one another.

~~xx~~

~~xxxxxxxxxxxx~~

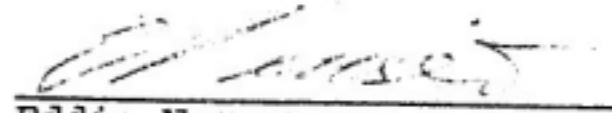
\*\*Not a Matrimonial Home, etc. see footnote.

We were and are now residents of Canada within the meaning of Section 116 of The Income Tax Act.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the City of North York, in the Municipality of Metropolitan Toronto

this 30 day of November 1979

  
 Eddie Neuser

  
 Hildegard Neuser

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 12(3) of The Family Law Reform Act, 1978 (for complete separate affidavit).



# APPENDIX C

## HISTORIC AIR PHOTOS

1954





1978





1995

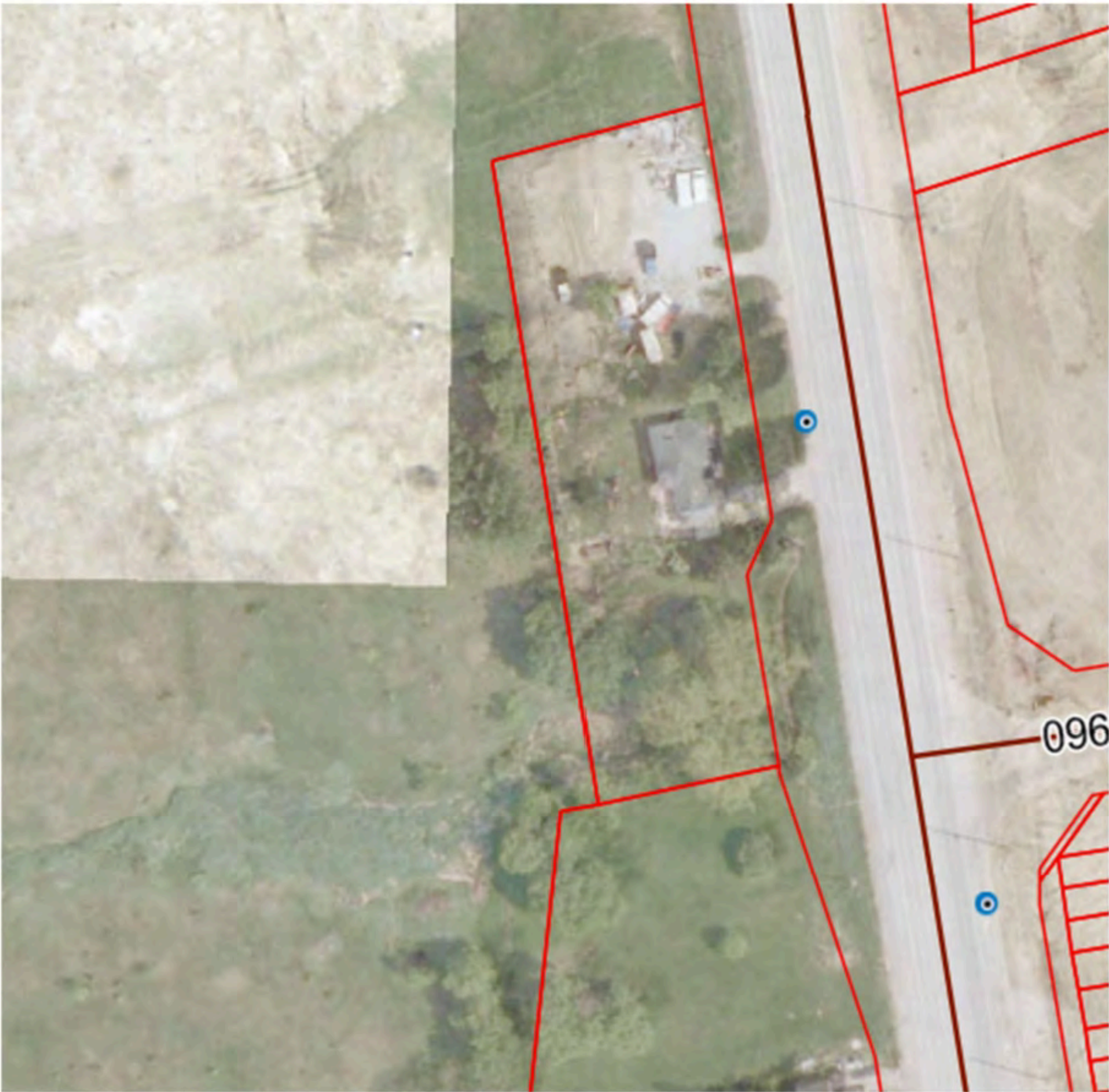








2006





2007 – 2009





2011-2012





2012 – 2013









2016 - 2017

















127  
N 68°49'30"E  
280.26  
PIPELINE EASEMENT

CON. IV

ROAD

CON. III

PROPERTY OF THE  
REGISTRY OFFICE

DETAIL No. 3  
NOT TO SCALE

METHOD OF SHOWING THE RELATIONSHIP BETWEEN  
C OF EASEMENT AND C OF PIPE.

DETAIL No. 2  
NOT TO SCALE

TRAVERSE TABLE			TRAVERSE TABLE			OWNERSHIP			TABULATION		
COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE	LOT No	CONC.	PARCEL OR INSTRUMENT No	TWP	OWNER	AREA ACRES
123 - 124	N71°53'E	903.88	133 - 134	N71°37'E	822.06	29	IV		VAUGHAN	M. McQUARRIE	2.95
124 - 125	N71°45'E	803.37	134 - 135	N76°44'30"E	907.21	29	IV		"	M. McQUARRIE	1.38
125 - 126	N71°07'30"E	389.27	135 - 136	"	818.02	29	III		"	E. B.V. NESS	4.70
126 - 126A	"	50.49	136 - 137	"	844.90	29	III		"	A MINGHELLA & V. PAUL	4.72
126A - 126B	"	170.74	137 - 138	"	580.77	29	II	Pct. 181	"	MAPLE DOWNS GOLF AND COUNTRY CLUB LTD.	2.90
126B - 127	"	3.20	138 - 139	N71°55'30"E	211.20	29	II		"	PRYCHLITZKY & P. SOLOMON	0.27
127 - 128	N68°49'30"E	280.26	139 - 140	N63°50'45"E	41.42	29	II	Pct. 181	VAUGHAN	MAPLE DOWNS GOLF AND COUNTRY CLUB LTD.	1.40
128 - 129	N71°47'E	718.14	140 - 141	N55°46'E	187.41						
129 - 130	N72°07'30"E	2.03	141 - 142	N46°41'30"E	315.23						
130 - 131	"	66.72	142 - 143	N56°13'30"E	220.47						
131 - 132	"	712.84	143 - 144	N64°01'E	38.64						
132 - 133	N71°51'E	832.12	144 - 145	N71°48'30"E	281.31						
			145 - 146	N75°12'30"E	26.79						
			146 - 147	"	66.22						
			147 - 148	"	458.33						
			148 - 149	N72°58'E	296.28						
			149 - 150	N74°17'30"E	645.16						
			150 - 151	"	199.76						
			151 - 152	"	179.14						
			152 - 153	N79°34'30"E	164.59						
			153 - 154	N73°21'30"E	608.43						
			154 - 155	N85°25'30"E	116.16						
			155 - 156	N72°40'E	365.40						
			156 - 157	N75°45'30"E	94.99						
			157 - 158	N72°17'30"E	202.08						

I hereby certify  
Office of L

of the Tran  
Plan No.

I hereby certify

in the Registry

of

day

No. 606

FL  
D.A

The orig  
DIRECTOR





WESTON CONSULTING GROUP INC.

LEGEND



SUBJECT LANDS

AIR PHOTOGRAPH

11290 KEELE STREET





Copyright © 2009 The Regional Municipality of York  
Copyright © York Region, 2007 Orthophotography J.D. Barnes Limited

**11320 keele street**

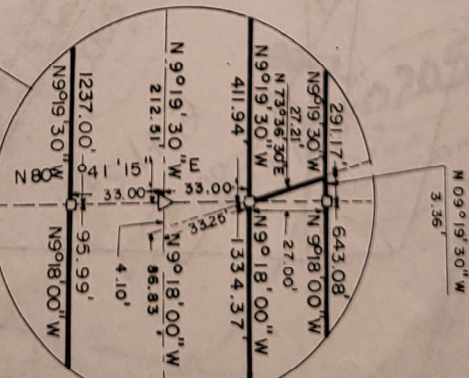


MYRTLE  
ISSAC C. McQUARRIE  
PART OF LOT 29, CONCESSION 4.  
INSTRUMENT No 19608  
PART 22, AREA=0.321 AC.  
(EXPROPRIATED)

60' WIDE EASEMENT  
GRANTED TO TRANS CANADA PIPE  
LINES - LIMITED  
INSTRUMENT 40264.  
PLAN 6061.

PROPERTY LINE  
BETWEEN LOTS 29 AND 30 CON. 4.  
N 73° 36' 30" E POST AND WIRE FENCE  
ON LINE.

NOT TO SCALE

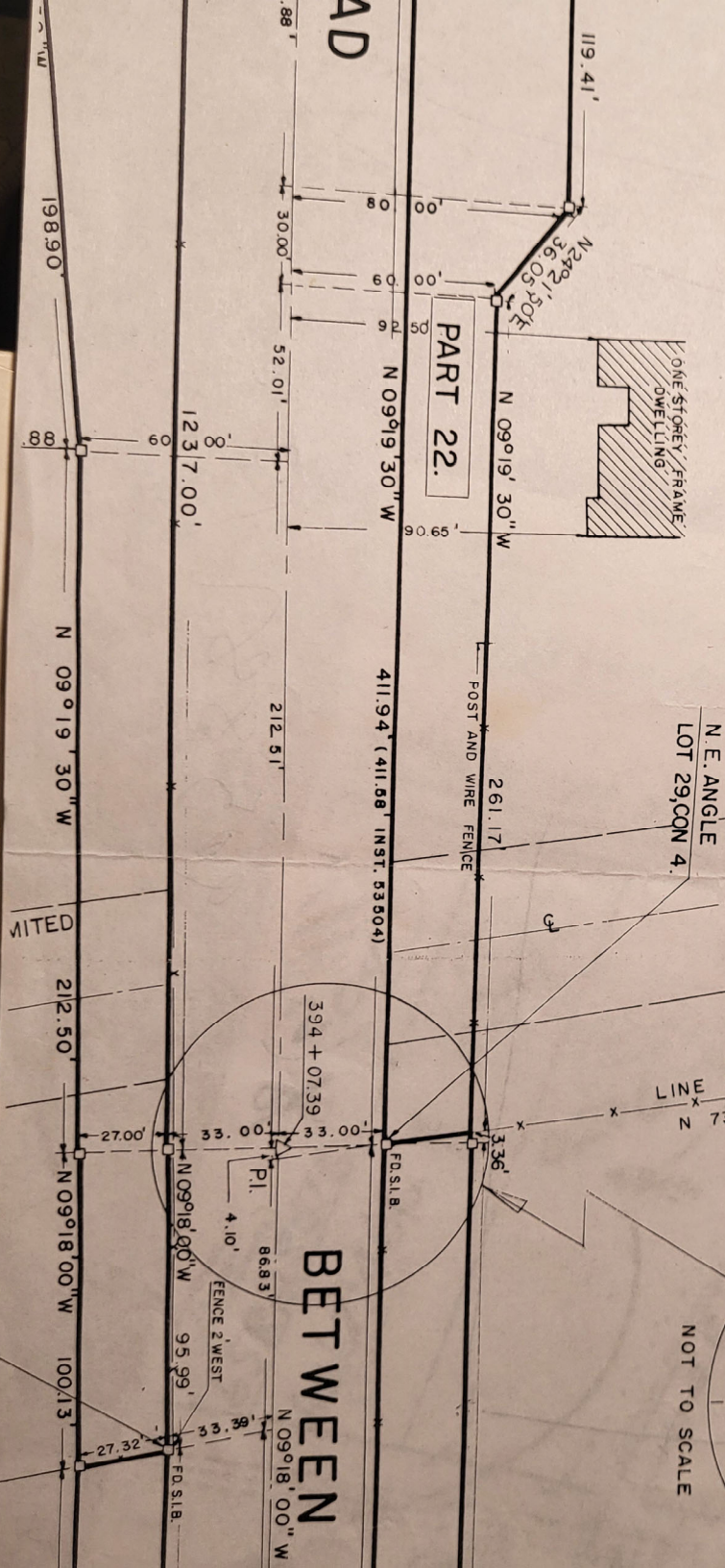


PART 22.

ONE STOREY FRAME  
DWELLING

411.94' (411.08' INST. 53504)

BETWEEN





ossession.

North-East quarter  
of Lot #29 in the  
4th concession of  
the Township of  
Vaughan in the  
County of York, and  
Province of Ontario.



## SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Vaughan in the County of York

and Province of Ontario and being composed of:

FIRSTLY: The east quarter of Lot No. 30 in the 4th Concession of the said Township containing 50 acres more or less.

SAVE AND EXCEPT THEREOUT AND THEREFROM all those portions taken for railway purposes by the Canadian National Railways.

SECONDLY: The north east quarter of Lot No. 29 in the 4th Concession of the said Township containing 50 acres more or less.

SAVE AND EXCEPT THEREOUT AND THEREFROM all those portions thereof, being more particularly described as follows:

- A) All those portions taken for Railway purposes by the Canadian National Railways.
- B) COMMENCING at the south east corner of the north east quarter of said Lot No. 29;  
THENCE northerly along the west side of the allowance for road 16 rods;  
THENCE westerly and parallel to the southern limit of the said north east quarter of said Lot, 11 rods;  
THENCE in a southerly course 18 rods to the southerly boundary of said Lot;  
THENCE easterly and parallel to the northerly boundary of said north east quarter of said Lot No. 29, 16 rods to the place of beginning, containing  $1\frac{1}{2}$  acres be the same more or less.



SIXTH: Notwithstanding any rule of law or equity, the pipe (which term shall include all pipe lines, drips, valves, fittings, connections, meters and all other equipment and appurtenances brought on to, laid or erected upon or buried in or under the said Right-of-Way by the Grantee) shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee or its assigns.

SEVENTH: Upon the discontinuance of the use of the said Right-of-Way and of the exercise of the easement, rights and privileges herein granted, the Grantee shall restore the said Right-of-Way to the same condition so far as is practicable so to do as the same was in prior to entry thereon and use thereof by the Grantee but the Grantee may, at its option, leave the pipe in place.

EIGHTH: The Grantee performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

NINTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at 330 9th Avenue, West, Calgary, Alberta and to the Grantor at K.K. Meece or such other address as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

TENTH: Neither this indenture nor anything herein contained shall affect or prejudice the Grantee's statutory rights to acquire the said Right-of-Way or any other portion or portions of the lands of the Grantor under the provisions of the Pipe Lines Act of Canada or any other laws, which rights the Grantee may exercise in its discretion.

ELEVENTH: If it shall appear that at the date hereof the Grantor is not the sole owner of the lands of the Grantor this Indenture shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater or the entire interest, this Indenture shall likewise extend to such after-acquired interest. All monies payable hereunder shall be paid to the Grantor only in the proportion that his interest in the lands of the Grantor bears to the entire interest therein.

TWELFTH: The rights, liberties, privileges and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Indenture, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto respectively and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

THIRTEENTH: The rights, licenses, liberties, privileges and easements herein granted are declared to be appurtenant to the lands of the Grantee being: Part of Lot 29, Sixth Concession, Township of Vaughan, County of York, in the Province of Ontario.

THE said Grantor covenants with the said Grantee that he has the right to convey the said easements to the said Grantee notwithstanding any act of the said Grantor.

AND THAT the said Grantee shall have quiet possession of the said Right-of-Way, free from all encumbrances.

AND the said Grantor covenants with the said Grantee that he will execute such further assurances of the said easements as may be requisite.

AND the said Grantor covenants with the said Grantee that he has done no act to encumber the said Right-of-Way.

AND, save as aforesaid, the said Grantor releases to the said Grantee all his claims upon the said Right-of-Way.

AND the said wife of the said Grantor hereby bars her dower in the said Right-of-Way.

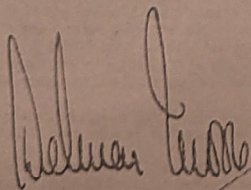
AND the said Mortgagee covenants that the said Grantee shall have quiet possession of the said Right-of-Way but no further or other covenant on the part of the Mortgagee shall be implied by reason of this Indenture.

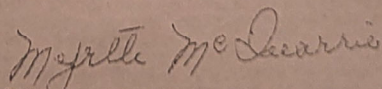
AND the Party of the Fifth part to the extent of his interest in the lands of the Grantor hereby consents to and agrees in the grants herein contained and for himself, his heirs, executors, administrators, successors and assigns hereby subordinates and postpones all his right, title and interest in the said Right-of-Way to the Grantee and the rights, licenses, liberties, privileges and easements herein granted.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

in the presence of:

  
Myrtle McQuarrie

  
Myrtle McQuarrie  
Grantor

Wife of Grantor

TRANS-CANADA PIPE LINES LIMITED

Per   
Its Attorney

Mortgagee



TRANS-CANADA PIPE LINES LIMITED  
GRANT OF EASEMENT  
ONTARIO

THIS INDENTURE made the

12TH

day of

JAN 1

A.D. 1957

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

BETWEEN:

Myrtle McQuarrie, of the Township of Vaughan, in  
the County of York, and Province of Ontario.

(hereinafter called "the Grantor")

OF THE FIRST PART.

TRANS-CANADA PIPE LINES LIMITED, a company incorporated by Special Act of the  
Parliament of Canada and having its head office at the City of Calgary in the Province of  
Alberta,

(hereinafter called "the Grantee")

OF THE SECOND PART.

Wife of the Grantor, OF THE THIRD PART.

(hereinafter called "the Mortgagee")

OF THE FOURTH PART.

AND

OF THE FIFTH PART.

WHEREAS the Grantor is the owner of the parcel or tract of land and premises described in the Schedule hereto attached (hereinafter  
called "the lands of Grantor");

AND WHEREAS the Mortgagee is the registered owner of a mortgage or charge affecting the lands of Grantor:

AND WHEREAS the Party of the Fifth Part has a claim against or an interest in the lands of Grantor of such nature as to  
constitute him an encumbrancer thereof.

WITNESSETH that in consideration of the sum of THIRTEEN HUNDRED AND FORTY SEVEN Dollars  
(1347.00) of lawful money of Canada now paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the  
Grantor and the Mortgagee do hereby grant, convey and transfer unto Grantee, its successors and assigns, the right, license, liberty, privilege  
and easement on, over, under and through the said lands of Grantor, to lay down, construct, operate, maintain, inspect, alter, remove, replace,  
reconstruct and repair one or more pipelines for the carriage, conveyance and transportation of natural and artificial gas and other gaseous  
or liquid hydrocarbons and any product or by-product thereof. Grantor and Grantee agree that as soon as Grantee shall have laid down the  
initial pipe in the exercise of the foregoing authority, the right, license, liberty, privilege and easement hereby granted, except as hereinafter  
otherwise specified, shall thereupon and thereafter be confined and restricted to the following portion of the lands of Grantor, (herein called  
the "Right-of-Way"):

That portion of the lands of Grantor, containing the pipe, lying between lines parallel to and situate 20 feet to the  
left and 40 feet to the right, (going from the Manitoba border across Ontario to the Quebec border), measured at right  
angles from the surveyed line of the initial pipe, as located by Grantee in connection with its undertaking across the said lands of Grantor or  
across lands adjacent to the said lands of Grantor, if the said surveyed line is not actually located on said lands of Grantor, such parallel  
lines being produced where required to intersect the boundary lines of the lands of Grantor or to enclose the Right-of-Way and easement.

Grantee shall have and is hereby given the exclusive right, license, liberty and privilege on, over, under and through the said Right-of-  
Way to construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair all the works  
of the Grantee useful in connection with its undertaking including, but without limiting the generality of the foregoing, all such drips, valves,  
fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right  
to use such of the lands of the Grantor immediately adjacent to either side of the said Right-of-Way as may reasonably be required by the  
Grantee in connection with the construction of the pipelines and works of the Grantee, and together with the right of ingress and egress to  
and from the said Right-of-Way for its servants, agents, contractors and sub-contractors with vehicles, supplies and equipment for all  
purposes necessary or incidental to the exercise and enjoyment of the right and privilege herein granted as and from the date hereof and for  
so long thereafter as the Grantee desires to exercise the rights and privileges hereby granted.

The aforesaid rights, privileges and easements are herein granted on the following terms, stipulations and conditions which are hereby  
mutually covenanted and agreed to by and between Grantor and Grantee:

FIRST: Grantor and Grantee mutually agree that when and so soon as Grantee shall file a plan of the Right-of-Way ascertained as  
above, based upon a survey in accordance with the requirements of the Surveys Act in the proper Registry Office, such plan and the survey  
upon which it is based defining the Right-of-Way hereby granted, shall be substituted for the description of the Right-of-Way as hereinbefore  
described and shall in all respects thereafter establish, govern and define the Right-of-Way.

Grantor and Grantee authorize the proper registrar of deeds to make such entries in the register as may be necessary to give effect to  
the preceding paragraph.

The Grantor further agrees to accept the accuracy of the said survey and the plan so deposited without examination or further approval  
and authorizes the proper registrar of deeds to accept the plan for filing without his signature thereon.

SECOND: In the event Grantee shall not have constructed a pipeline in such manner that the Right-of-Way has been ascertained over  
the lands of Grantor as before December 31, 1962, this easement and the rights, licenses, liberties and



- of the parties thereto.
2. THAT the said Instrument and duplicate were executed by the said part y  
of TORONTO
3. THAT I know the said part y
4. THAT I am a subscribing witness to the said Instrument and duplicate.

SWORN before me at the CITY in the  
of TORONTO  
PROVINCE of ONTARIO  
this 12TH day of JULY A.D. 1957

A Commissioner for taking Affidavits, etc.

*John J. [Signature]*

40264

THE REGISTRY ACT

COUNTY OF YORK  
TO WIT:

I, MIRILE McQUARRIE  
instrument named make oath and say:

in the within

THAT at the time of the execution and delivery by me of the within instrument I was (married) (unmarried) (single) (widow),  
Husband and of the full age of twenty-one years or  
THAT at the time of the execution and delivery by me of the within instrument I was legally married to  
the person joining therein as my wife to her her dower and was of the full age of twenty-one years or  
Wife THAT at the time of the execution of the within instrument, I was legally married to  
the person named therein as my husband  
and he was of the full age of twenty-one years.

SWORN before me at the CITY in the  
of TORONTO  
PROVINCE of ONTARIO  
this 12TH day of JULY A.D. 1957

*Mirile McQuarrie*

A Commissioner for taking Affidavits, etc.  
MY COMMISSION EXPIRES  
APRIL 8, 1960

VAUGHAN 40264

Dated 12th July A.D. 1957

MYRILE McQUARRIE

— and —

TRANS-CANADA PIPE LINES LIMITED  
THIS INSTRUMENT  
IS THE PROPERTY OF THE  
REGISTRY OFFICE  
OF THE PROVINCE OF ONTARIO

VAUGHAN 40264

*24*

I certify that the within instrument is duly  
entered, registered and indexed in  
the Registry Office for the City and  
Township of the East and West of the  
County of York  
TOWNSHIP OF VAUGHAN  
3  
JUL 17 1958  
TRANS-CANADA PIPE LINES LIMITED  
56358 17 JUL 58

VAUGHAN 40264

AFFIDAVIT, THE REGISTRY ACT  
IN THE MATTER OF THE MORTMAIN AND CHARITABLE USES ACT

PROVINCE OF ONTARIO  
County of York  
TO WIT:

I, Douglas Cameron Calder  
of Toronto

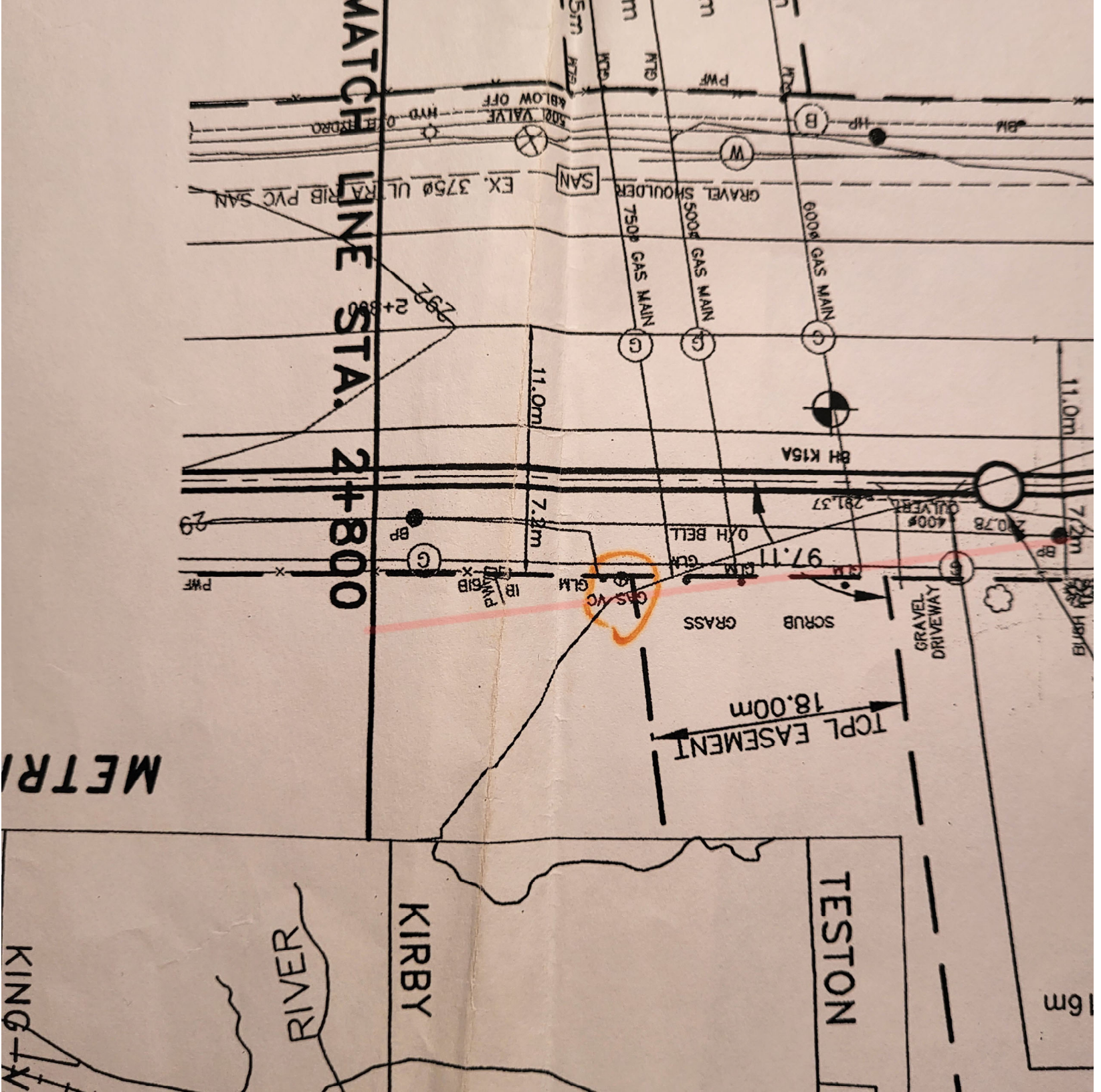
in the County of York City

MAKE OATH AND SAY:

1. THAT I am the Right of Way Manager of Trans-Canada Pipe Lines Limited  
named in the annexed instrument, and as such have knowledge of the matters herein deposed to.
2. THAT the lands described in the annexed instrument are not assured to TRANS-CANADA PIPE LINES LIMITED  
contrary to the provisions of Section 2 of the Mortmain and Charitable Uses Act of Ontario.

SWORN before me at the CITY

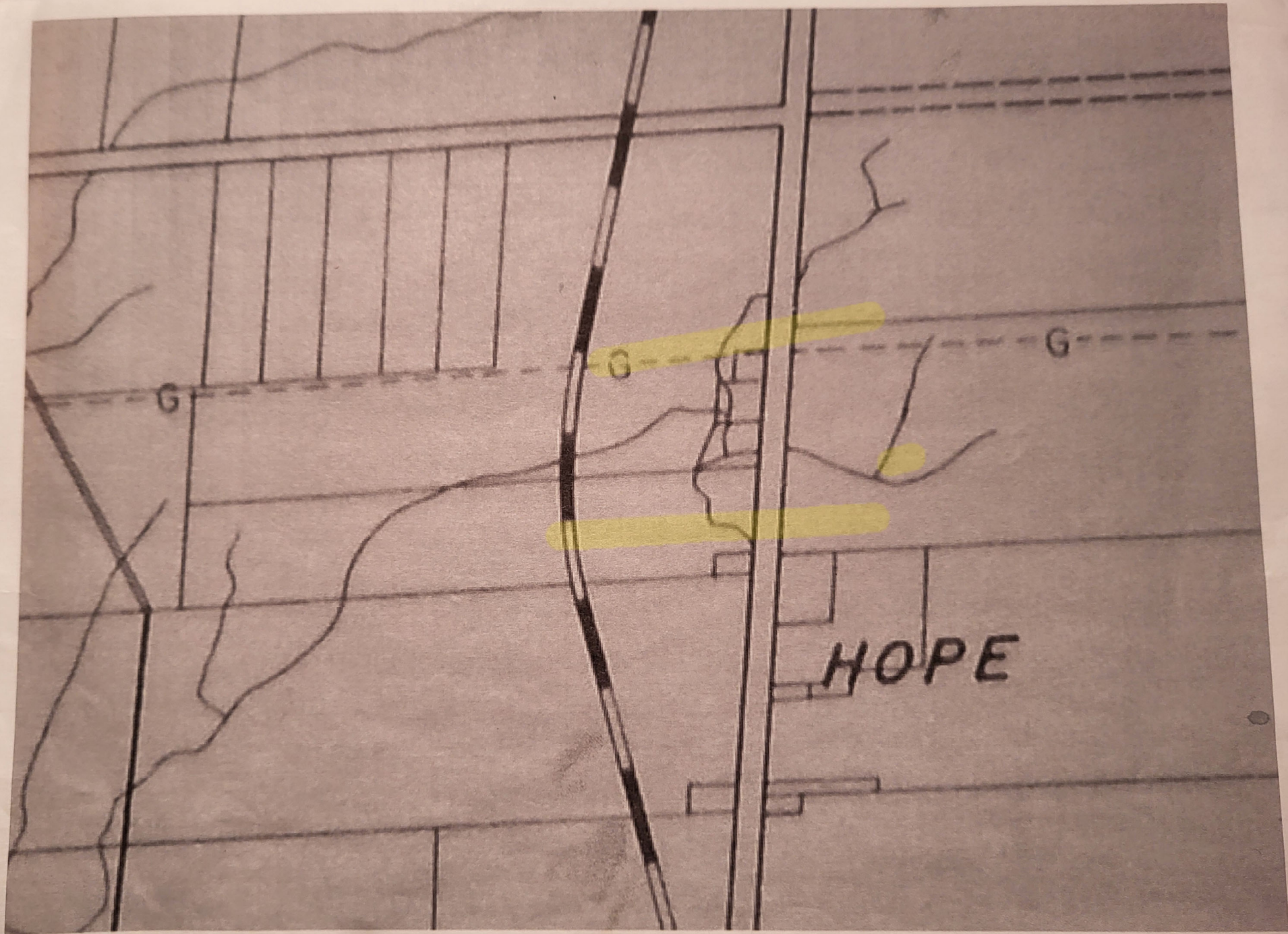












PROPERTY LINES 1974





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Copyright © 2007 City of Brampton  
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11320 keele street

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York Region















**WESTON CONSULTING GROUP INC.**



File No: 51XX  
Date Drawn: Mar 24, 2010  
Drawn By: mh  
Planner: SP  
Scale: See Scale Bar

CAD FILE: 51XX/airphotos/51XX\_Airphoto\_mar\_25\_10.dgn

**LEGEND**



SUBJECT LANDS

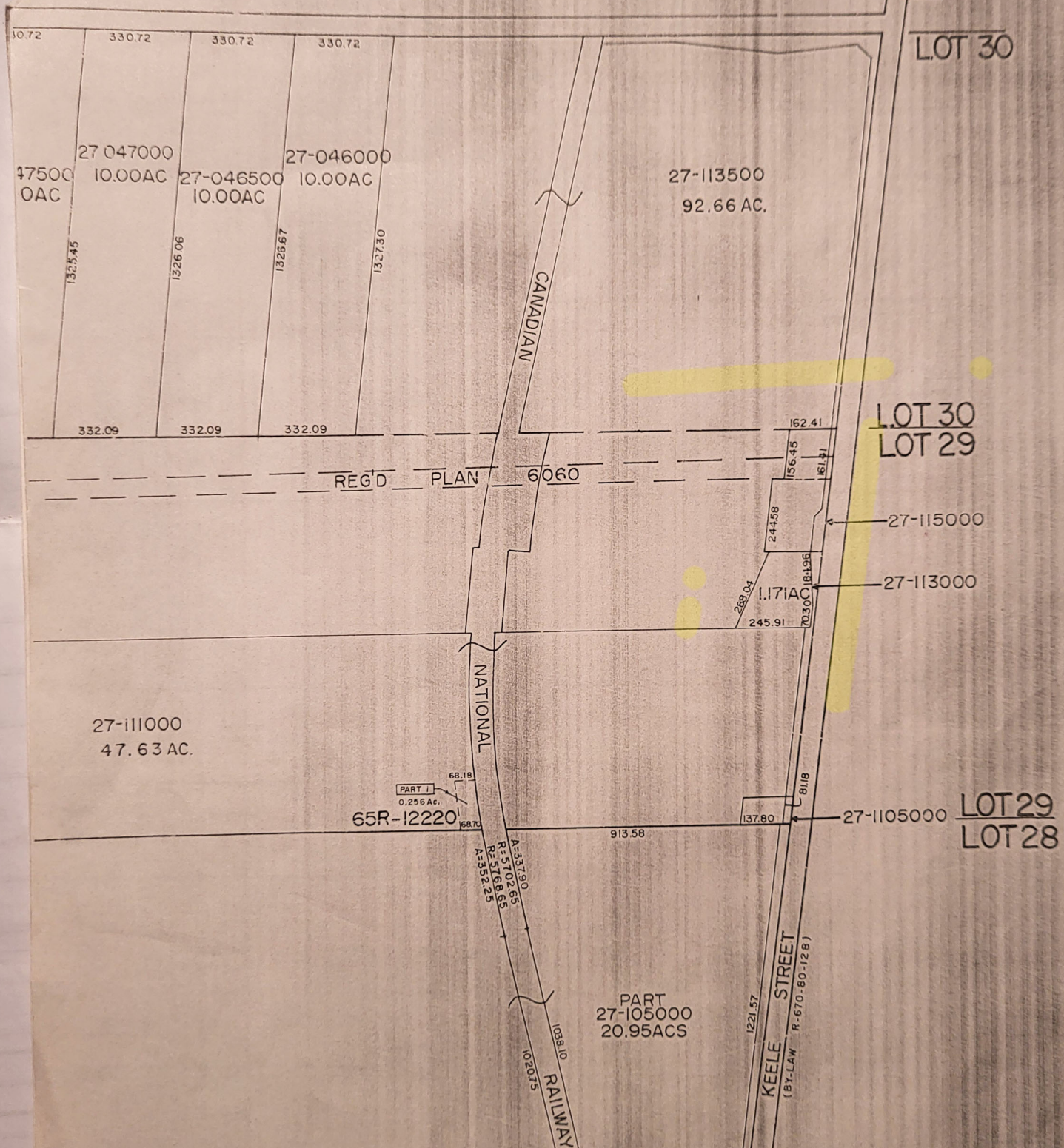
0 100 200 Meters

Air Photograph from York Region Geomatics.  
Date of photography: Spring 2009.

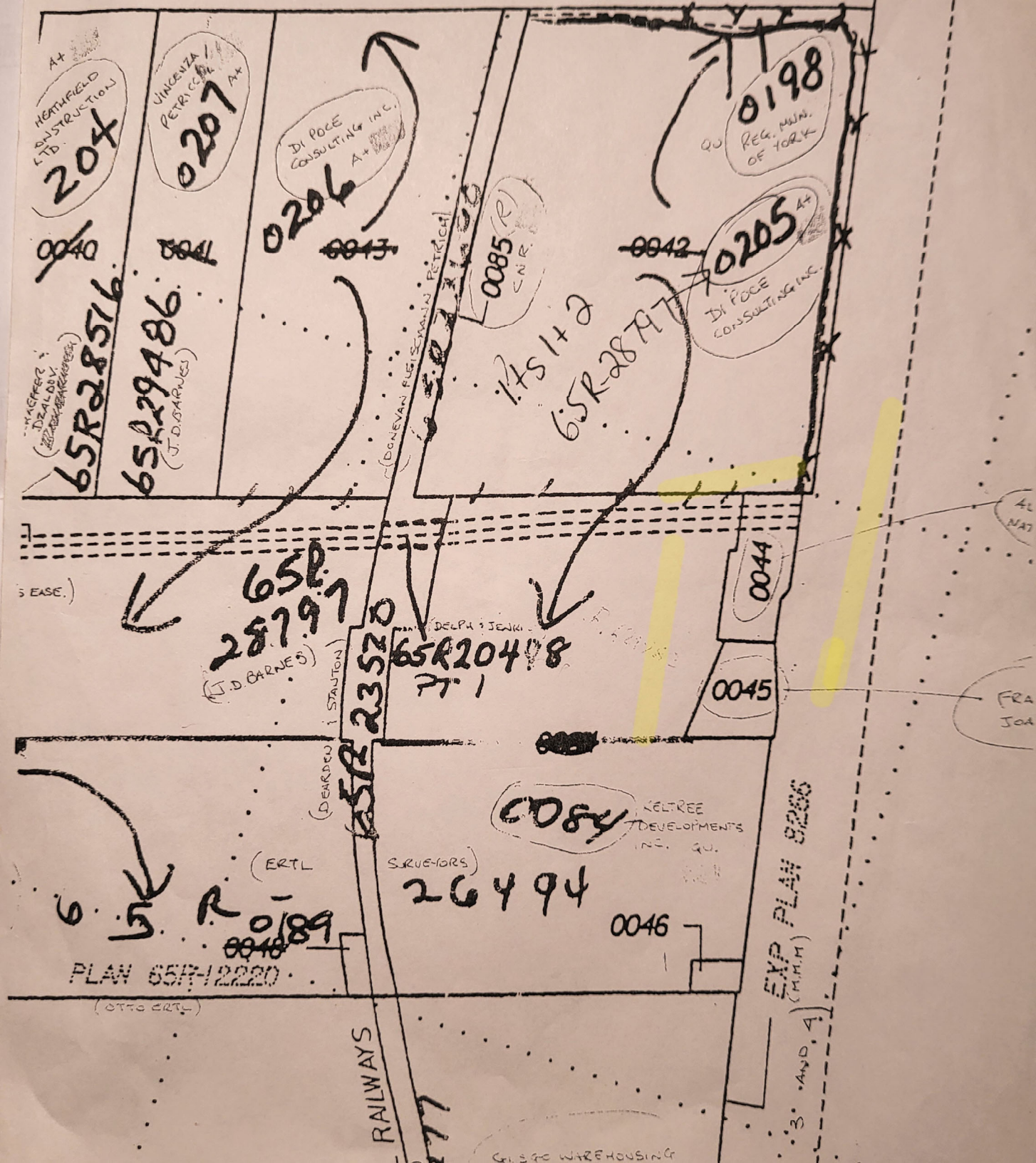
**AIR PHOTOGRAPH**

11290 KEELE STREET  
CITY OF VAUGHAN  
REGIONAL MUNICIPALITY OF YORK











**From:** [Clerks@vaughan.ca](mailto:Clerks@vaughan.ca)  
**To:** [John Britto](#)  
**Subject:** FW: [External] Fwd: 10489 Islington Ave, Kleinburg  
**Date:** Tuesday, June 3, 2025 9:15:24 AM  
**Attachments:** [IMG\\_2154.heic](#)

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**From:** vistaone (Vista One) <vistaonerealty@gmail.com>  
**Sent:** Tuesday, June 3, 2025 9:09 AM  
**To:** Clerks@vaughan.ca  
**Subject:** [External] Fwd: 10489 Islington Ave, Kleinburg

**CAUTION!** This is an external email. Verify the sender's email address and carefully examine any links or attachments before clicking. If you believe this may be a phishing email, please use the Phish Alert Button.

*Please find below email communications for Item 6.4 – CoW (1) – June 4<sup>th</sup>*

**From:** Domenic Gurreri <[domenic.gurreri@forestgroup.ca](mailto:domenic.gurreri@forestgroup.ca)>  
**Date:** June 3, 2025 at 6:29:55 AM EDT  
**Subject:** 10489 Islington Ave, Kleinburg

To whom this may concern,

As the owner of 10483 Islington Ave, Kleinburg. I am fully in support of the application attached.

I could be reached at my contact information below.

Thank you

**Domenic Gurreri, MBA**  
**President**

Awarded one of Canada's  
Best Managed Companies

**Forest Group**

[240 Chrislea Rd.](#)

[Vaughan, ON L4L 8V1](#)

C: 

T: [905.913.9291 Ext: 228](#)

E: [domenic.gurreri@forestgroup.ca](mailto:domenic.gurreri@forestgroup.ca)

[www.forestgroup.ca](http://www.forestgroup.ca)



# Kleinburg and Area Ratepayers' Association

PO Box 202 Kleinburg, ON L0J 1C0

C 9

Communication

CW(1) – June 4, 2025

Item No. 4

To: Members of the Committee of the Whole / City of Vaughan  
Todd Coles / Office of the City Clerk  
Vince Musacchio / Planning, Growth Mgmt & Housing Delivery  
Re: June 4, 2025 Committee of the Whole Mtg (1pm session) - Item #4  
10489 Islington Avenue  
Date: June 3, 2025

K.A.R.A. ( Kleinburg & Area Ratepayers' Association) has had ongoing discussions with the applicant and made several representations to the city related to this project in previous years. The proposed mixed use development ( 2 ½ storey addition consisting of 5 residential units and ground floor commercial) is a significant improvement over 2018 plans but virtually unchanged from plans presented in December 2024. Significant deviations from the Vaughan Official Plan and zoning by-laws amendments are being requested to permit approval this application.

K.A.R.A. acknowledges the contribution the applicant has made as a merchant in the town core and the effort made to integrate the existing buildings with the addition in a manner that satisfies Heritage Vaughan.

However, K.A.R.A. has the following issues with the proposal:

- Very significant shortfalls on setback especially on Kellam
- significant parking deficiency ( 5 parking spots short / 35% deficiency )
- non-existent landscaping buffer abutting residential property to the east
- issue and degree of encroachment on city property on Kellam and to a lesser degree on Islington Avenue appear to be unresolved
- concern that approval would establish a precedent for similar properties on Islington Avenue

K.A.R.A. is fully supportive of the intent of the applicant to better utilize a partly vacant lot, but reluctantly is opposed to the application in its present form.

Respectfully



John Cutler  
President

Kleinburg & Area Ratepayers' Association