TRAFALGAR ENGINEERING

FUNCTIONAL SERVICING REPORT

Water, Sanitary, and Stormwater Management

PROPOSED MIXED-USE CONDOMINIUM TOWERS
DISTRIKT MIDTOWN

166 SOUTH SERVICE ROAD EAST
TOWN OF OAKVILLE

OUR FILE: 1736

PREPARED FOR DISTRIKT DEVELOPMENTS INC.

MAY 19, 2022

(905) 338-3366 #1-481 Morden Road, Oakville, ON, L6K 3W6 www.trafalgareng.com

REVISION HISTORY

DATE	REVISION	SUBMISSION
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1.0 INTRODUCTION

1.1 Scope of Functional Servicing Report

This report has been prepared in support of the Rezoning and Official Plan Amendment (OPA) to permit the construction of a three-tower mixed-use condominium located at 166 South Service Road East in the Town of Oakville. (A copy of the Preliminary Site Plan and site statistics are included in Appendix 'A'.) This report discusses how the proposed site can be serviced by the existing and future infrastructure for water, wastewater, storm drainage/stormwater management, site grading, and erosion and sediment control. This report also briefly discusses the proposed local roads required as part of the Midtown Oakville EA. This report may be updated and refined as the project moves through the planning process to support the subdivision design.

Information provided in this report is based on our general knowledge of the area as well as information/drawings obtained from the Town of Oakville and the Region of Halton. Additionally, the following documents have been reviewed in support of this application:

- Water and Wastewater Area Servicing Plan for Midtown Oakville, Final Report, Blue Plan Engineering, September 28, 2017 (ASP)
- Stormwater Management Report, Oakville Part III Midtown EA, Town of Oakville, Cole Engineering, June 2014 (Midtown EA)
- Addendum to the Water and Wastewater Area Servicing Plan (ASP) for Midtown Oakville, Blue Pan Engineering, December 2020 (ASP Addendum)

1.2 Site Location and Description

The subject lands consist of 166 South Service Road East in the Town of Oakville, having an area of approximately 1.19 ha. The site currently consists of a single storey commercial/retail building and associated parking. It is bounded to the north by QEW and South Service Road E, 178 South Service Road E to the east, 157 and 165 Cross Avenue to the South, and 117–125 Cross Avenue (Trafalgar Village Mall) to the west. A copy of the topographic survey is provided in Appendix 'A' for reference. As this site is adjacent to an MTO corridor, a setback is required. For the purpose of this submission, the 14.0 m MTO setback is depicted from the existing property boundary.

1.3 Proposed Development

The development proposal is for three mixed-use condominium towers consisting of 1606 residential units and approximately 2014 m^2 of retail and 3873 m^2 of office space. The building is to be constructed over six levels of underground parking which extend essentially to the property line. A copy of the architect's site statistics is included in Appendix 'A' for detail.

2.0 ROAD NETWORK

The Midtown Oakville Class EA (approved 2014) and the Liveable Oakville Plan OPA 14 (adopted 2017) identify the local road network for the Midtown growth area. Growth Area Schedule L3 (refer to Appendix 'B') of the Liveable Oakville Plan illustrates the approximate alignments and road allowance widths of various future roads in the Midtown Oakville transportation network.

We understand based on discussions with Town staff that the exact locations of the future roads are flexible and can be fixed through the planning process; however, the proposed locations must meet the intent of both the Midtown EA and OPA 14 and be justified from a traffic and engineering perspective.

This development is impacted by the realignment of South Service Road (18.0 m road allowance) to the north, a new 19.0 m north-south local road to the east (identified herein as Street 'A'), and a new 22.0 m east-west local road (Street 'B') to the south of the property.

2.1 South Service Road

The South Service Road is to be shifted in a southerly direction to accommodate a new ramp proposed from QEW east bound to Cross Avenue (east of Trafalgar). Some preliminary design was undertaken by Cole Engineering as part of the Midtown EA; however, the Town of Oakville has been in ongoing discussions with MTO regarding the details of the realignment. Town staff provided Trafalgar with conceptual drawings that were used to establish a future centreline and consequently the northerly limit of the development.

Appendix 'K' of the Midtown EA contains several preliminary design details for the Midtown transportation network. One such detail is the typical cross-section of South Service Road. It's worth noting that the EA identifies South Service Road as having a 16.0 m road allowance (see drawing 31 of 36, "Typical Sections", in Appendix 'B') although OPA 14 indicates an 18.0 m road allowance. It is assumed that OPA 14 is correct. Additionally, the South Service Road typical section does not indicate any space between the sidewalk/multi-use trail and the limit of the road allowance. While the Cole Engineering centreline location has been maintained, an 18.0 m cross-section is reimagined with a 0.5 m buffer to both sides taken from the boulevard width. Through the Town's review of this submission, we request further direction and detail on the ultimate location and cross-section of South Service Road.

2.2 Street 'A' (19.0m Local Road)

The location of the future north-south local road depicted on Schedule L3 has been refined in the context of providing adequate interim vehicular access to the site. The centreline of the proposed road has been set parallel to the existing property line and with sufficient offset to permit the

interim construction of a typical 19.0 m (Town std. 7-23) boulevard (4.55 m to back of curb) and 8.5 m pavement (measured face of curb to face of curb). A 0.15 m buffer is included from the back of curb on the east side of the interim road to the existing property line to allow for construction tolerance and the potential for interim fencing. A temporary working easement will be required over the lands to the east to permit construction staging and daylighting to existing grade, although the impact of this work is minimal. The remaining future road allowance will be built out by others as part of the future development of adjacent lands.

A preliminary road profile has been established that connects the existing South Service Road through to existing Cross Avenue. The proposed Street 'A' profile is compatible with the preliminary design profile of the relocated South Service Road provided in Appendix 'K' of the Midtown EA. Refer to the Preliminary Plan and Profile drawings provided in Appendix 'G' for detail.

Some future municipal services are proposed within Street 'A' and are discussed sections 3.2.1.1 and 5.2.1.

2.3 Street 'B' (22.0m Local Road)

The preliminary location of Street 'B' set out by the EA includes mostly boulevard and sidewalk over the subject lands. The development of this site does not require Street 'B' for access or servicing, as both emergency access and servicing can be provided from South Service Road and Street 'A'; the proposed alignment of Street 'B' is shifted parallel to the southerly boundary but entirely over the lands to the south. The alignment of Street 'B' has been reviewed by the traffic consultant more carefully in the context of neighbouring developments (specifically Figure 15.369.1 of Special Provision 369, Zoning Bylaw 2014-014, 177–185 Cross Avenue and 580 Argus Road) and there does not appear to be an impact on the development potential as a result of shifting Street 'B' south. The connection to Argus Road was also evaluated.

3.0 MUNICIPAL WATER

The subject property will be serviced for water through the local water infrastructure on the adjacent roads. The ASP notes there is sufficient water supply for the 2031 growth scenario, no major infrastructure is required to support development in this timeframe.

3.1 Existing Municipal Water

3.1.1 Existing Linear Infrastructure

There is an existing 500 mm dia. trunk CPP (Concrete Pressure Pipe) along the south side of South Service Road within Pressure Zone 2. Operating maps and record drawings do not indicate the presence of a smaller, local watermain on South Service Road in the vicinity of the site.

Record drawings (see Appendix 'F') indicate two possible water service connection locations for the property, one from South Service Road and the other from Cross Avenue:

- Operating maps and GIS data from the Region of Halton indicate a tapping sleeve on the 500 mm CPP with service connection from South Service Road. The topographic survey and field visit have both confirmed the presence of a valve in the road (presumably the tapping sleeve and valve) and a curb box in the vicinity of the site.
- Older record drawings (O-3439, ca. 1969) indicate a 32 mm (1¼") water service—within an easement over 157 Cross Avenue—from a 150 mm watermain on Cross Avenue (which has since been abandoned).
- Newer record drawings (O-13130, ca. 2005) indicate a 200 mm dia. connection to a 300 mm watermain on Cross Avenue with 200x100 mm reducer to an "existing" 100 mm water service to "Hiker's Haven" (the subject lands).

It is possible that both connections exist, and that domestic water is from South Service Road while a separate fire service is provided from Cross Avenue. Locates must be undertaken to confirm the presence and status of each connection prior to detailed design.

A fire hydrant is available on South Service Road in front of the site. A flow test has been arranged to confirm the capacity of the existing system and this report will be updated with the results when they are made available.

3.1.2 Existing Water Demands

Using the development area and Region of Halton design criteria (90 persons per ha for commercial), the existing domestic water usage is estimated and summarized below (see Appendix 'C' for supporting calculations).

Table 1: Existing Water Demands (L/min)

Average Daily Demand	20
Minimum Hourly Demand	20
Maximum Hourly Demand	46
Maximum Daily Demand	46

3.2 Proposed Municipal Water

All proposed services must be in accordance with the Ontario Building Code, Town of Oakville, and Region of Halton standards and requirements. A copy of the Preliminary Servicing Plan is included in Appendix 'G' and should be read in conjunction with this report.

3.2.1 Proposed Linear Infrastructure

3.2.1.1 Proposed Municipal Infrastructure

A 300 mm dia. municipal watermain is proposed along the west side of Street 'A'. (Refer to the Preliminary Servicing Plan provided in Appendix 'G' for detail.) The watermain will connect to the 500 mm dia. CPP on South Service Road (tapping sleeves to an offline valve chamber) and terminate with a valve chamber near the south property boundary of the site. It is intended that the future development of 165 Cross Avenue, by others, extends Street 'A' and the watermain, forming a loop by connecting to the 300 mm dia. watermain on Cross Avenue. Both watermains are in Pressure Zone 2. In order to preserve water quality, a Region approved auto-flusher is required at the terminus of the watermain until such time as Street 'A' is extended to Cross Avenue.

The proposed 300 mm dia. watermain serves to provide fire protection and additional domestic water services, as required, for the proposed development as well as any potential development of the adjacent lands. Approval of the watermain will be sought as part of the detailed engineering submissions and development agreements required to support the creation of Street 'A'.

3.2.1.2 Proposed Service Connections

A 200 mm dia. fire service, 150 mm domestic (residential) service, and 100 mm domestic (retail) service are proposed but must be confirmed by a mechanical consultant at the detailed design stage. Individual connections for each tower are not currently proposed but could be introduced as the detailed design progresses to assist in potential phasing or isolation of each tower.

3.2.2 Proposed Water Demands

Using the development area and Region of Halton design criteria (90 persons per ha for commercial and 285 persons per ha for high-density residential), the domestic water usage is estimated and summarized below (see Appendix 'C' for supporting calculations). The fire flow is estimated for demand purposes only using the Fire Underwriter's Survey methodology and should be confirmed by a sprinkler consultant at the building permit stage.

Table 2: Estimated Water Demands (L/min)

Average Daily Demand	49
Minimum Hourly Demand	49
Maximum Hourly Demand	196
Maximum Daily Demand	110
Estimated Fire Demand (FUS 1999)	7,000
Maximum Daily Plus Fire Demand	7,110

4.0 MUNICIPAL WASTEWATER

The subject property will be serviced for wastewater through the local wastewater infrastructure on Cross Avenue. The ASP notes capacity concerns for the 2031 growth scenario, and potentially some required infrastructure upgrades. A review of the area servicing is being undertaken by Urbantech and their report will be provided under separate cover.

4.1 Existing Municipal Wastewater

4.1.1 Existing Linear Infrastructure

There is no sanitary sewer on any roads adjacent to and in the vicinity of the site.

Record drawings (see Appendix 'F') indicate that the site is currently serviced for sanitary drainage from Cross Avenue by a 150 mm dia. Cast Iron sanitary through an easement over 157 Cross Avenue (see Appendix 'H'). The service connection is to a 300 mm dia. sanitary sewer on Cross Avenue that drains in an easterly direction to a 525 mm trunk sewer which runs south through the Oakville GO station.

Locates and CCTV must be undertaken to confirm the presence, length, inverts, slope, and condition prior of the existing connection prior to detailed design.

4.1.2 Existing Wastewater Demands

Using the development area and Region of Halton design criteria for commercial lands (90 persons per hectare), the estimated existing sanitary discharge is determined with 32 persons and 275 m^3/cap. day (see Appendix 'D' for supporting calculations).

Table 3: Estimated Existing Wastewater Flow (L/s)

Average Daily Dry Weather Flow	0.3
Modified Harmon Peaking Factor	-
Infiltration Allowance (0.26 L/s-ha)	0.3
Peak Flow	0.6

4.2 Proposed Municipal Wastewater

All proposed services must be in accordance with the Ontario Building Code, Town of Oakville, and Region of Halton standards and requirements. A copy of the Preliminary Servicing Plan is included in Appendix 'G' and should be read in conjunction with this report.

4.2.1 Proposed Linear Infrastructure

4.2.1.1 Proposed Service Connections

The existing connection may be reused, pending the outcome of the CCTV inspection and confirmation of capacity. If required, the existing alignment within the easement will be maintained but a new lateral constructed in its place. A newly constructed lateral must be in accordance with current Region of Halton criteria. This will be confirmed prior to the detailed design stage.

4.2.2 Proposed Wastewater Demands

Using the development area and Region of Halton design criteria for commercial (based on floor area using unit rate, 90 persons per hectare) and high-rise residential (apartments exceeding six-storeys, 285 persons per hectare), the estimated proposed sanitary discharge is determined with 109 persons and 275 m^3/cap. day (see Appendix 'D' for supporting calculations).

Table 4: Estimated Proposed Wastewater Flow (L/s)

Average Daily Dry Weather Flow	1.1
Modified Harmon Peaking Factor	4.11
Infiltration Allowance (0.26 L/s-ha)	0.3
Peak Flow	4.0

5.0 STORM DRAINAGE AND STORMWATER MANAGEMENT

5.1 Existing Storm Drainage

The site does not appear to have any existing storm connections and there are no storm sewers on adjacent roads in the vicinity of the site. South Service Road has a shallow ditch draining in an easterly direction, to a ditch inlet and storm sewer located further east. A very small portion of the site frontage sheet flows to the South Service Road ditch while the vast majority drains in a southerly direction, over the adjacent lands to the south, to Cross Avenue.

South Service Road drainage is tributary to the Lower Morrison Creek while drainage to the south is tributary to Sixteen Mile Creek. Drainage must continue in a southerly direction to avoid changing the receiving watershed.

5.2 Proposed Storm Drainage

5.2.1 Proposed Municipal Storm Sewer

A 450 mm dia. storm sewer is proposed along Street 'A' which will accept drainage from the future municipal road allowance. Refer to the Plan and Profile drawings included in Appendix 'G' for detail. There is some opportunity to size the storm sewer to accommodate additional lands, but this discussion should be undertaken with the Town in conjunction with the planning submissions for the lands to the south (i.e., the extension to Cross Avenue).

In an interim condition—prior to the extension of Street 'A' to Cross Avenue—the storm sewer is directed to the building, where it will by-pass the storage tank and outlet to the storm service connection (discussed below). Ultimately, the connection to the building must be abandoned and drainage will be directed to the 1050 mm dia. storm sewer on Cross Avenue.

5.2.2 Proposed Storm Sewer Service Connection

A 450 mm dia. storm connection to the existing 1050 mm dia. storm sewer along Cross Avenue is proposed within a 10.0 m servicing easement (refer to plan 20R-22099, Appendix 'H') across 165 Cross Avenue.

5.3 Stormwater Management

The Town of Oakville requirements for stormwater management are set out in the Midtown Oakville EA Study (June 2014).

The applicable criteria are as follows:

1. Stormwater Quantity Control (Peak Flow Control)

   Utilize the Midtown Oakville EA Study hydrology model to demonstrate that the target flows are met for each subwatershed. Per the Midtown EA, the proposed development is to drain to Sixteen Mile Creek (Figure DAP-2). As there are no existing flood concerns for Sixteen Mile Creek in the study area, peak runoff rates from the development are to be controlled to existing rates. In addition to meeting the flows, a minimum storage requirement is 68.2 m^3/ha.

2. Stormwater Runoff Volume Reduction (Water Balance)

   Provide retention of 5 mm over the entire area of the proposed development as per the City of Toronto's Wet Weather Flow Management Guidelines (November 2006); or,

Retain stormwater onsite to achieve an equivalent annual volume of infiltration as per-development conditions, as per Section 3.2 of the MOE Stormwater Management Planning and Design Manual (March 2003).

3. Stormwater Quality Control

Achieve Enhanced Level 1 Protection, as per the Ministry of Environment's Stormwater Management Planning and Design Manual (March 2003).

5.3.1 Stormwater Quantity Control (Peak Flow Control)

Pre-development flow rates are calculated using the Town of Oakville IDF curves, a runoff coefficient of C=0.63, and a development area of 0.90 ha (we have excluded the road dedications). Post-development flow rates are calculated using the same IDF data, runoff coefficient of C=0.9 and the same area. In the determination of the post-development runoff coefficient, we have not accounted for any landscaping in the interior courtyard, or rooftop amenity space to remain conservative, although this will be refined as detailed design progresses. A conservative value of post-development runoff coefficient ensures adequate sizing of the stormwater management tank during the preliminary design stage.

Table 5: Stormwater Flows

Return	Pre-Dev Total (L/s)	Post-Dev Uncontrolled (L/s)	Post-Dev Release (L/s)	Storage Required (m^3)
5-yr	181	31	119	32.2
10-yr	213	37	119	63.9
25-yr	282	49	119	133.1
50-yr	346	56	119	172.9
100-yr	397	61	119	208.3

The minimum storage requirement per the Midtown Oakville EA is 69.6 m3. The post- to pre-development storage requirements yield a higher storage requirement and therefore governs.

The runoff coefficient and associated tank sizing may be refined as detailed design progresses.

Runoff from the site will be collected through the roof drains and surface catch basins. Plumbing interior to the building and underground parking structure (designed by the mechanical engineer) will direct runoff to the stormwater tank located on P1 and P2 and must be sized to capture the 100-year event. An emergency overland flow route is provided through the site to Cross Ave. An emergency overflow from the tank must be designed in coordination with the mechanical

consultant at the detailed design stage but will likely discharge to grade in the general vicinity of the tank.

5.3.2 Stormwater Runoff Volume Reduction

A retention of 5 mm is required as per the Midtown EA hydrology study. However, in discussions with the Town, staff have recommended utilizing a retention of 25mm (refer to correspondence in Appendix 'G'). Accordingly, we have estimated a 25 mm retention volume of 225 m^3 which must be re-used.

The stormwater management tank has been sized to store this volume in addition to the volume required for peak flow control. There are limited opportunities for infiltration, so the re-use water will be used for onsite irrigation or other acceptable best efforts. Additional details will be provided through detailed design.

5.3.3 Stormwater Quality Control

The Town of Oakville requires that the development meet MECP Enhanced protection (80% long-term removal of TSS). A Stormceptor Jellyfish (or approved equivalent) is proposed to treat TSS loaded areas from the vehicular and at-grade pedestrian areas only. Clean roof drainage is to bypass the filtration system. The Jellyfish is to be located upstream of the stormwater management tank and is provided with an outlet pipe and an overflow weir, both directed to the tank. An adequately maintained filtration system provides 80% long-term removal of TSS. Sizing of the Jellyfish will be undertaken as the detailed design progresses but will be provided prior to final approval.

6.0 SITE GRADING

The proposed grading must ensure that drainage from the 100-year event is collected by the buildings mechanical system and conveyed to the stormwater management tank. All building air intake and exhaust shafts must be protected from overland flow by being set a minimum of 0.2 m above the spill elevation.

The proposed property line elevations adjacent to Street 'A' have been set in conjunction with a preliminary road design prepared as part of this submission. When the adjacent lands develop, the full road cross-section can be constructed to its ultimate condition. A temporary working easement is required on the adjacent lands to facilitate the construction of the road.

The proposed property line elevations adjacent to South Service Road have been set considering the preliminary future road centerline elevations as set out in the Midtown Oakville EA. These

property line elevations provide positive drainage to the existing South Service Road alignment if the proposed development proceeds in advance of the South Service Road realignment.

Proposed grades along the south limit of the property match existing grades but are generally compatible with a future road alignment of Street 'B', which is to be designed by others.

A copy of the Preliminary Grading Plan is provided and should be read in conjunction with this report.

7.0 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls must be installed prior to the commencement of any construction. The erosion and sediment control devices should follow the Erosion and Sediment Control Guidelines for Urban Construction as set out by the Greater Golden Horseshoe Conservation Authority. Erosion and sediment control measures may be implemented as follows:

- Double wrapped catch basins: The proposed storm sewer catch basins and catch basin manholes located within the subject site and adjacent municipal roads shall be double wrapped in a woven geotextile material. Woven geotextile material is to be replaced periodically when accumulated sediments interfere with drainage. The abutting streets should be monitored and if required, swept to mitigate the accumulation of tracked material on the roads on a routine basis in keeping with good construction housekeeping practices.
- Gravel Access Pad: A gravel access (mud) mat will be installed at the entrance to the construction zone to prevent mud tracking from the site to the municipal roads.
- Silt Fencing: Silt fence will be installed along the property line to intercept sheet flow.

A detailed erosion and sediment control plan and phasing plan (if applicable) will be developed through detailed design and provided at the site plan stage.

8.0 CONCLUSION

The information presented in this Functional Servicing Report demonstrates that the proposed development can be serviced by the existing and future adjacent infrastructure for water, wastewater, stormwater and can meet the Town of Oakville stormwater management criteria.

The following is a summary of the report findings:

- As part of the Midtown Oakville EA there are road realignments and dedications required to service the property: South Service Road realignment, Street 'A' (19.0 m local road) to the east of the site, and Street 'B' (22.0 m local road) to the south.
- There is existing municipal water infrastructure adjacent to the site that can readily service the site. The proposed average daily water demand for the site is 49 L/min with an estimated maximum daily plus fire demand of 7,110 L/min.
- There is existing wastewater infrastructure servicing the site through an easement over the lands to the south (157 Cross Avenue). Adequacy of the existing outlet is to be confirmed by CCTV and survey, but the alignment is proposed to be maintained. The estimated peak wastewater flow based on Region of Halton criteria is 4.0 L/s for the entire site.
- Stormwater quantity controls will be provided by controlling post development peak flows to the 5-year pre-development peak flow. Storage will be provided in a stormwater tank located in the underground parking structure. Stormwater will be pumped to a maximum release rate of 119 L/s to a proposed 450 mm dia. storm connection through an easement over 165 Cross Avenue to the 1050 mm storm sewer on Cross Avenue. The required storage volume is 208.3 m^3.
- The water balance criteria of 25 mm is equivalent to 225 m^3. This water will also be stored in the underground stormwater tank and will be re-used for irrigation and other best efforts to be determined at the detailed design stage.
- Water quality criteria is met by means of a stormwater filtration system (Jellyfish unit), placed upstream of the stormwater tank.
- Grading of the site is designed to ensure runoff from the 100-year event is captured, and there is an emergency overland flow route.
- Erosion and sediment controls will be implemented during construction in accordance with the Erosion and Sediment Control Guidelines for Urban Construction as set out by the Greater Golden Horseshoe Conservation Authority.

Based on the above, we support the proposed development from a civil engineering perspective for rezoning and Official Plan Amendment.

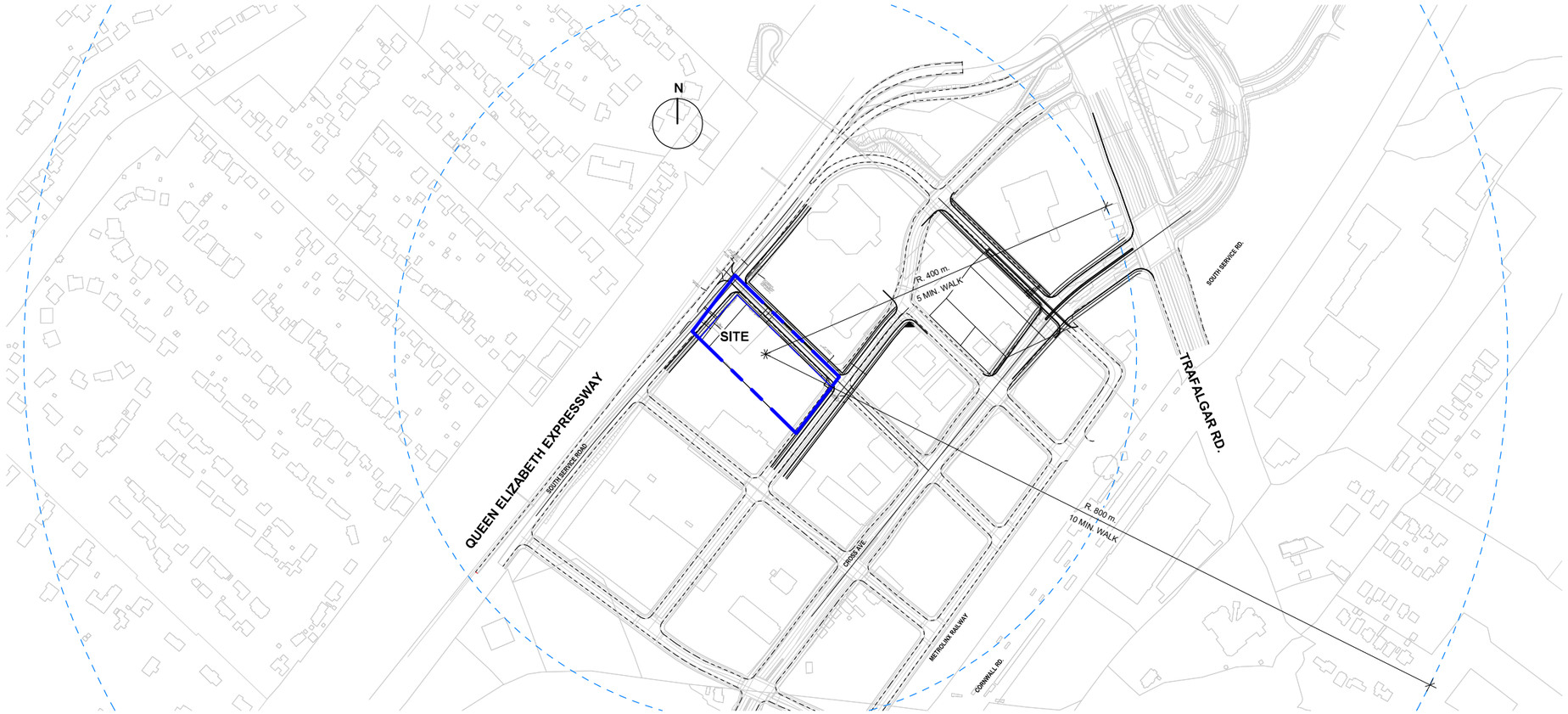
PREPARED BY TRAFALGAR ENGINEERING LTD.

Digitally signed by
J.T. Nelson, P.Eng.
Date: 2022.05.30
15:00:06 -04'00'

LICENSED PROFESSIONAL ENGINEER
J.T. NELSON
100199369
PROVINCE OF ONTARIO

J.T. Nelson, P.Eng.
Principal

APPENDIX ‘A’



1 AZ__Context Plan

AZ001 1 : 2500

UNDERGROUND	HEIGHT Storeys	HEIGHT Metres	FLOOR AREA BYLAW 2014-014 Area m²	FLOOR AREA BYLAW 2014-014 Area SF	RESIDENTIAL Area m²	RESIDENTIAL Area SF	RETAIL Area m²	RETAIL Area SF	OFFICE Area m²	OFFICE Area SF	NFA TOTAL Area m²	NFA TOTAL Area SF	INDOOR AMENITY Area m²	INDOOR AMENITY Area SF	OUTDOOR AMENITY Area m²	OUTDOOR AMENITY Area SF
PARKING																
Level -6	1	3.08 m	353.91 m²	3,809 SF	76.59 m²	824 SF	--	--	--	--	76.59 m²	824 SF	--	--	--	--
Level -5	1	3.08 m	681.92 m²	7,340 SF	165.96 m²	1,786 SF	--	--	--	--	165.96 m²	1,786 SF	--	--	--	--
Level -4	1	3.08 m	681.92 m²	7,340 SF	165.96 m²	1,786 SF	--	--	--	--	165.96 m²	1,786 SF	--	--	--	--
Level -3	1	3.08 m	681.92 m²	7,340 SF	165.96 m²	1,786 SF	--	--	--	--	165.96 m²	1,786 SF	--	--	--	--
Level -2	1	3.08 m	681.92 m²	7,340 SF	165.96 m²	1,786 SF	--	--	--	--	165.96 m²	1,786 SF	--	--	--	--
Level -1	1	4.08 m	2,391.63 m²	25,743 SF	784.40 m²	8,443 SF	--	--	18.85 m²	203 SF	803.25 m²	8,646 SF	--	--	--	--
PARKING TOTAL	*6*	*19.08 m*	*5,473.22 m²*	*58,913 SF*	*1,124.82 m²*	*12,106 SF*	--	--	*18.85 m²*	*203 SF*	*1,543.67 m²*	*16,616 SF*	--	--	--	--
U/G TOTAL	**6**	**19.08 m**	**5,473.22 m²**	**58,913 SF**	**1,124.82 m²**	**12,106 SF**	**--**	**--**	**18.85 m²**	**203 SF**	**1,543.67 m²**	**16,616 SF**	**--**	**--**	**--**	**--**

ABOVE GRADE	HEIGHT Storeys	HEIGHT Metres	FLOOR AREA BYLAW 2014-014 Area m²	FLOOR AREA BYLAW 2014-014 Area SF	RESIDENTIAL Area m²	RESIDENTIAL Area SF	RETAIL Area m²	RETAIL Area SF	OFFICE Area m²	OFFICE Area SF	NFA TOTAL Area m²	NFA TOTAL Area SF	INDOOR AMENITY Area m²	INDOOR AMENITY Area SF	OUTDOOR AMENITY Area m²	OUTDOOR AMENITY Area SF
PODIUM (Tower 1)																
Level 01	1	3.08 m	2,147.31 m²	23,113 SF	114.36 m²	1,231 SF	602.41 m²	6,484 SF	137.53 m²	1,480 SF	854.29 m²	9,195 SF	--	--	--	--
Level 01 Mezz	1	3.08 m	636.12 m²	6,847 SF	--	--	--	--	--	--	--	--	--	--	--	--
Office L2	1	4.08 m	1,452.93 m²	15,639 SF	--	--	--	--	1,342.48 m²	14,450 SF	1,342.48 m²	14,450 SF	--	--	--	--
Office L3	1	4.08 m	1,309.49 m²	14,095 SF	--	--	--	--	1,196.25 m²	12,876 SF	1,196.25 m²	12,876 SF	--	--	--	--
Office L4	1	4.08 m	1,309.49 m²	14,095 SF	--	--	--	--	1,196.25 m²	12,876 SF	1,196.25 m²	12,876 SF	--	--	--	--
SUBTOTAL	*5*	*18.0 m*	*6,855.34 m²*	*73,790 SF*	*114.36 m²*	*1,231 SF*	*602.41 m²*	*6,484 SF*	*3,872.52 m²*	*41,683 SF*	*4,559.28 m²*	*49,399 SF*	--	--	--	--
TOWER (Tower 1)																
Level 06	1	4.08 m	839.25 m²	9,034 SF	--	--	--	--	--	--	--	--	690.42 m²	7,432 SF	--	--
Level 07	1	3.08 m	750.00 m²	8,073 SF	684.30 m²	7,366 SF	--	--	--	--	684.30 m²	7,366 SF	--	--	--	--
Level 8 to 50	*43*	*129.0 m*	*32,250.02 m²*	*347,136 SF*	*29,425.10 m²*	*316,729 SF*	--	--	--	--	*29,425.10 m²*	*316,729 SF*	--	--	--	--
Level 51	0	0.08 m	333.12 m²	3,586 SF	--	--	--	--	--	--	--	--	--	--	--	--
SUBTOTAL	*45*	*136.0 m*	*34,172.39 m²*	*367,829 SF*	*30,109.40 m²*	*324,095 SF*	--	--	--	--	*30,109.40 m²*	*324,095 SF*	*690.42 m²*	*7,432 SF*	--	--
PODIUM (Tower 2+3)																
Level 01	1	3.08 m	2,232.81 m²	24,034 SF	483.41 m²	5,203 SF	1,411.41 m²	15,192 SF	--	--	1,894.82 m²	20,396 SF	--	--	4,572.37 m²	49,217 SF
Level 01 Mezz	1	3.08 m	101.50 m²	1,093 SF	--	--	--	--	--	--	--	--	--	--	--	--
Level 02	1	3.08 m	2,432.63 m²	26,185 SF	2,227.52 m²	23,977 SF	--	--	--	--	2,227.52 m²	23,977 SF	--	--	--	--
Level 03	1	3.08 m	2,432.63 m²	26,185 SF	2,227.52 m²	23,977 SF	--	--	--	--	2,227.52 m²	23,977 SF	--	--	--	--
Level 04	1	3.08 m	2,432.63 m²	26,185 SF	2,227.52 m²	23,977 SF	--	--	--	--	2,227.52 m²	23,977 SF	--	--	--	--
Level 05	1	3.08 m	2,432.63 m²	26,185 SF	2,227.52 m²	23,977 SF	--	--	--	--	2,227.52 m²	23,977 SF	--	--	--	--
SUBTOTAL	*6*	*18.0 m*	*12,064.84 m²*	*129,835 SF*	*9,393.49 m²*	*101,111 SF*	*1,411.41 m²*	*15,192 SF*	--	--	*10,804.90 m²*	*116,303 SF*	--	--	*4,572.37 m²*	*49,217 SF*
TOWER (Tower 2)																
Level 06	1	4.08 m	553.48 m²	5,958 SF	--	--	--	--	--	--	--	--	488.67 m²	5,260 SF	--	--
Level 07	1	3.08 m	748.06 m²	8,052 SF	671.21 m²	7,225 SF	--	--	--	--	671.21 m²	7,225 SF	--	--	--	--
Level 8 to 58	*51*	*153.0 m*	*38,151.25 m²*	*410,657 SF*	*34,231.59 m²*	*368,466 SF*	--	--	--	--	*34,231.59 m²*	*368,466 SF*	--	--	--	--
Level 59	0	0.08 m	321.97 m²	3,466 SF	--	--	--	--	--	--	--	--	--	--	--	--
SUBTOTAL	*52*	*160.0 m*	*39,774.76 m²*	*428,132 SF*	*34,902.80 m²*	*375,691 SF*	--	--	--	--	*34,902.80 m²*	*375,691 SF*	*488.67 m²*	*5,260 SF*	--	--
TOWER (Tower 3)																
Level 06	1	4.08 m	540.18 m²	5,814 SF	--	--	--	--	--	--	--	--	470.04 m²	5,059 SF	--	--
Level 07	1	3.08 m	750.00 m²	8,073 SF	685.17 m²	7,375 SF	--	--	--	--	685.17 m²	7,375 SF	--	--	--	--
Level 8 to 44	*37*	*111.0 m*	*27,750.01 m²*	*298,699 SF*	*25,351.28 m²*	*272,879 SF*	--	--	--	--	*25,351.28 m²*	*272,879 SF*	--	--	--	--
Level 45	1	3.58 m	347.96 m²	3,745 SF	--	--	--	--	--	--	--	--	--	--	--	--
SUBTOTAL	*40*	*121.5 m*	*39,388.16 m²*	*316,331 SF*	*26,036.45 m²*	*280,254 SF*	--	--	--	--	*26,036.45 m²*	*280,254 SF*	*470.04 m²*	*5,059 SF*	--	--
A/G TOTAL	**98**	**178.0 m**	**122,255.48 m²**	**1,315,947 SF**	**100,556.50 m²**	**1,082,381 SF**	**2,013.81 m²**	**21,676 SF**	**3,872.52 m²**	**41,683 SF**	**106,442.83 m²**	**1,145,741 SF**	**1,649.13 m²**	**17,751 SF**	**4,572.37 m²**	**49,217 SF**
	HEIGHT		**FLOOR AREA TOTAL**		**RESIDENTIAL**		**RETAIL**		**OFFICE**		**NFA TOTAL**		**INDOOR AMENITY**		**OUTDOOR AMENITY**	

TOTAL RESIDENTIAL UNIT COUNT

	BachL	1BD	1BD+D	2BD	2BD+C	3BD	3BD+D	TOTAL
Level 01	-	-	-	-	-	-	-	-
Level 01 Mezz	-	-	-	-	-	-	-	-
Office L2	-	-	-	-	-	-	-	-
Office L3	-	-	-	-	-	-	-	-
Office L4	-	-	-	-	-	-	-	-
SUBTOTAL	-	-	-	-	-	-	-	-
Level 06	-	-	-	-	-	-	-	-
Level 07	-	7	1	3	-	-	-	11
Level 8 to 50	-	*301*	*43*	*129*	-	-	-	*473*
Level 51	-	-	-	-	-	-	-	-
SUBTOTAL	-	*308*	*44*	*132*	-	-	-	*484*
		63.6%	9.1%	27.3%				
Level 01	-	-	-	-	-	-	-	-
Level 01 Mezz	-	-	-	-	-	-	-	-
Level 02	-	15	12	1	-	5	-	33
Level 03	-	15	12	1	-	5	-	33
Level 04	-	15	12	1	-	5	-	33
Level 05	-	15	12	1	-	5	-	33
SUBTOTAL	-	*60*	*48*	*4*	-	*20*	-	*132*
		45.5%	36.4%	3.0%		15.2%		
Level 06	-	-	-	-	-	-	-	-
Level 07	-	7	-	3	-	1	-	11
Level 8 to 58	-	*357*	-	*153*	-	*51*	-	*561*
Level 59	-	-	-	-	-	-	-	-
SUBTOTAL	-	*364*	-	*156*	-	*52*	-	*572*
		63.6%		27.3%		9.1%		
Level 06	-	-	-	-	-	-	-	-
Level 07	-	7	1	3	-	-	-	11
Level 8 to 44	-	*259*	*37*	*111*	-	-	-	*407*
Level 45	-	-	-	-	-	-	-	-
SUBTOTAL	-	*266*	*38*	*114*	-	-	-	*418*
		63.6%	9.1%	27.3%				
A/G TOTAL	-	*998*	*130*	*408*	-	*72*	-	*1,509*
	0	**1128**		**406**		**72**		**1406**
	0.0%	73.2%		26.0%		4.9%		

Sweeny&Co Architects

134 PETER STREET | SUITE 1601
TORONTO, ONTARIO | M5V 2H2 | CANADA
P: 416-971-6252 | F: 416-971-5420
E: info@andco.com | www.sweenyandco.com

PROJ. NAME
166 South Service Road
South Service Road & Trafalgar

OWNER
166 South Service Inc.

DWG TITLE
Context Plan & Project Statistics

DATE : 2022-01-18
SCALE : 1 : 2500
DRAWN : MS/FT/AA
CHECKED : DS
PROJ. No. : 2128
DWG No. **AZ001**

DRAWING NOT TO BE SCALED

Contractor must check and verify all dimensions on the job and report any discrepancies to the architect before proceeding with the work.

This drawing shall not be used for construction purposes until signed by the consultant responsible. This drawing, as an instrument of service, is provided by and is the property of Sweeny & Co. Architects.

ISSUED

22-05-30	ISSUED FOR REZONING

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ZONING REQUIREMENTS

VEHICULAR PARKING

TYPE	UNITS / M2	REQUIRED				PROVIDED
Residential	1,606 units	0.5	spaces/unit	=	803	805
Residential Visitor	1,606 units	0.2	spaces/unit	=	322	322
Retail	2,013.81 m²	1.08	per 100.00 m²	=	22	22
Office	3,872.52 m²	1.08	per 100.00 m²	=	42	42
TOTAL					1189	**1191**

LEVEL	REGULAR	VISITOR	RETAIL/OFFICE	BARRIER-FREE	LVL TOTAL
P1	0	81	64	0	**145**
P2	0	227	0	4	**227**
P3	211	14	0	6	**225**
P4	226	0	0	6	**226**
P5	226	0	0	6	**226**
P6	142	0	0	0	**142**
TOTAL PARKING	*805*	*322*	*64*	*28*	***1191***

BICYCLE PARKING

TYPE	UNITS / M2	REQUIRED			PROVIDED
Res LONG TERM	1,606 units	0.75	spaces/unit	1205	1205
Res SHORT TERM	1,606 units	0.25	spaces/unit	402	402
Office LONG TERM	3,872.52 m²	1	per 1,000.00 m²	4	4
Retail LONG TERM	2,013.81 m²	1	per 1,000.00 m²	2	2
TOTAL BICYCLE PARKING				**1613**	**1613**

LOADING & STAGING

TYPE	REQUIRED	PROVIDED
Loading (Moving) - 3.5mx6m		3
Loading (Retail) 3.5mx12m		1
Loading (Res Garbage) - 3.5mx12m		1
STAGING	155.00 m²	**174.00 m²**

RESIDENTIAL AMENITY

TYPE	UNITS / M2	PROVIDED RATIO		PROVIDED (sm)
INDOOR	1,606 units	1	m2/unit	1,649.13 m²
OUTDOOR	1,606 units	3	m2/unit	4,572.37 m²
TOTAL RESIDENTIAL AMENITY		**4**	m2/unit	**6,221.50 m²**

SITE AMENITY

TYPE	NOTES	PROVIDED (sm)	PROVIDED (sf)
TOTAL SITE AREA		11887.3	127,953.71 m²
(POPS - NOT DEDUCTED FROM SITE AREA)		*4572*	*49,212.55 m²*
FUTURE CONVEYANCES*		2934.4	31,585.59 m²
NET SITE AREA		**8952.9**	**96,368.12 m²**
TOTAL GFA (OAKVILLE "NET FLOOR AREA")		**106.443**	**1,145,740**
FSI (TOTAL SITE)		**8.95**	
FSI (NET SITE)		**11.89**	

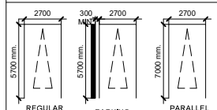
ZONING STANDARDS AS PER BY-LAW 2014-014

TYPICAL PARKING SPACE:

DRIVE AISLE: MIN. 6.0m

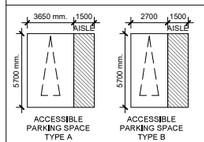
TYPICAL PARKING SPACE DIMENSIONS:

WIDTH: MIN. 2.7m LENGTH: 5.7m VERTICAL CLEARANCE: 2.1m
NOTE: ALL PARKING SPACES ARE TYPICAL UNLESS OTHERWISE NOTED



TYPICAL ACCESSIBLE PARKING SPACE DIMENSIONS:

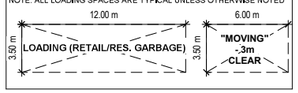
TYPE A: WIDTH: MIN. 3.4m LENGTH: 5.4m VERTICAL CLEARANCE: 2.1m
TYPE B: WIDTH: MIN. 2.7m LENGTH: 5.4m VERTICAL CLEARANCE: 2.1m



TYPICAL LOADING SPACE:

TYPICAL LOADING SPACE DIMENSIONS:

CITY: WIDTH: MIN. 3.5m LENGTH: 12m VERTICAL CLEARANCE: 4.25m
NOTE: ALL LOADING SPACES ARE TYPICAL UNLESS OTHERWISE NOTED

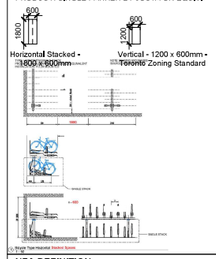


TYPICAL BICYCLE PARKING SPACE:

BICYCLE PARKING SPACE MIN. REQUIREMENT DIMENSIONS:

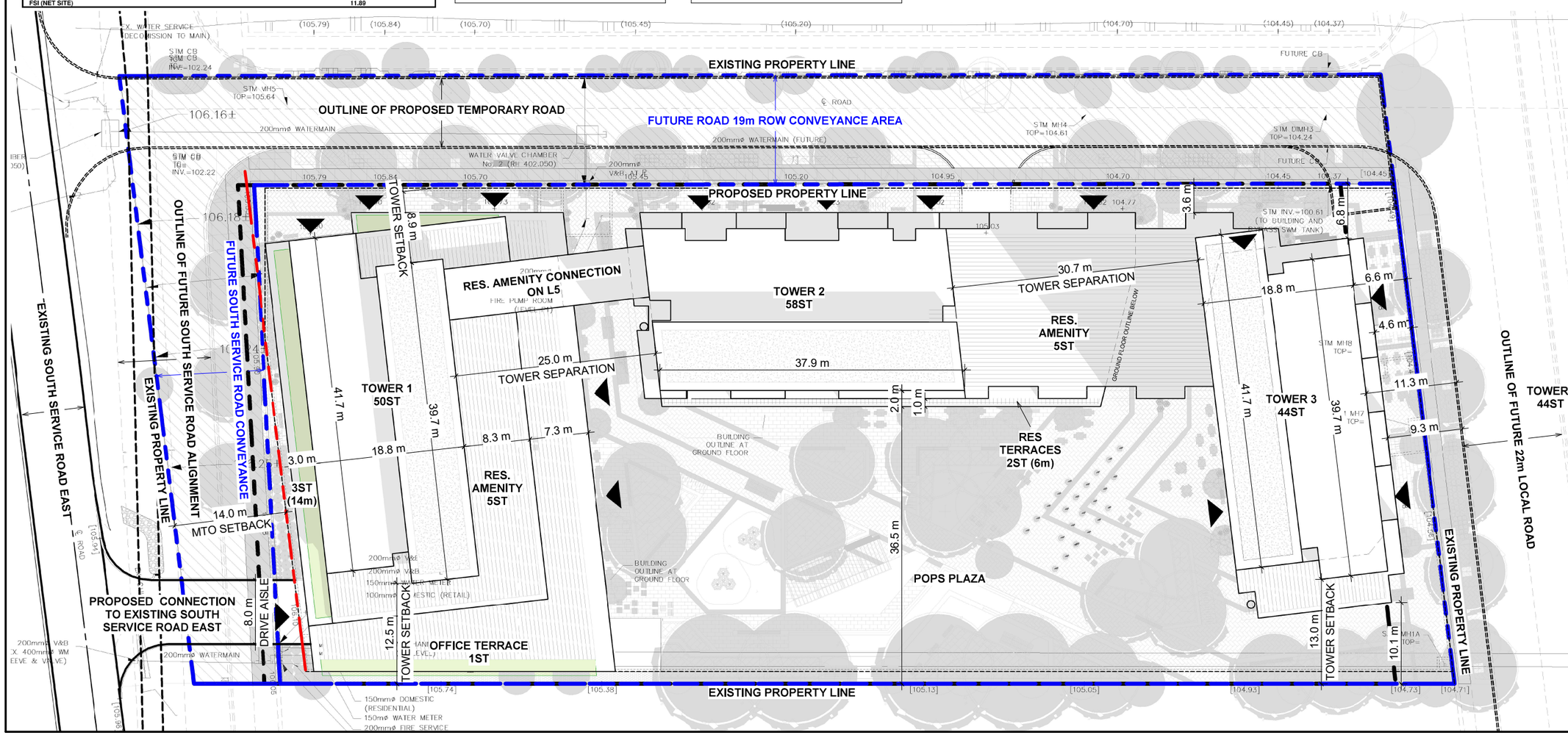
HORIZONTAL	*VERTICAL*
WIDTH: MIN. 0.6m	WIDTH: 0.5m
LENGTH: MIN. 1.8m	LENGTH (HEIGHT): 1.6
VERTICAL CLEARANCE: 1.9m	HORIZONTAL CLEARANCE: 1.2m

TYPE: HORIZONTAL SINGLE STACK
PRODUCT: SINGLE PARKER BY JOSTA OR EQUIV.



NFA DEFINITION

NET FLOOR REA means the total area of all floors of a building measured from the interior faces of the exterior walls or demising walls, but does not include the area of stair wells, elevators, escalators, ventilating shafts, attics, concourses, washrooms, attached enclosed and covered loading docks and related enclosed corridors used for loading purposes, above and below grade parking structures, storage rooms, rooms for garbage containment, and mechanical rooms



DRAWING NOT TO BE SCALED

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ISSUED

22-05-30	ISSUED FOR REZONING

Sweeny&Co Architects

134 PETER STREET | SUITE 1601
TORONTO, ONTARIO | M5V 2H2 | CANADA
P: 416-971-6252 | F: 416-971-5420
E: info@andco.com | www.sweenyandco.com

PROJ. NAME
166 South Service Road
South Service Road & Trafalgar

OWNER
166 South Service Inc.

DWG TITLE
Site Plan & Zoning Information

DATE :	2022-01-18
SCALE :	As indicated
DRAWN :	MS/FT/AA
CHECKED :	DS
PROJ. No. :	2128

DWG No.
AZ100

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SURVEYOR'S REAL PROPERTY REPORT
ILLUSTRATING TOPOGRAPHY

PART 1 - PLAN OF SURVEY OF
PART OF LOT 14, CONCESSION 3 SOUTH OF DUNDAS STREET

(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)

TOWN OF OAKVILLE

REGIONAL MUNICIPALITY OF PEEL

SCALE 1 : 250

5 0 5 10 15 metres

J.D. BARNES LIMITED

© COPYRIGHT

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

PART 2 - SURVEY REPORT

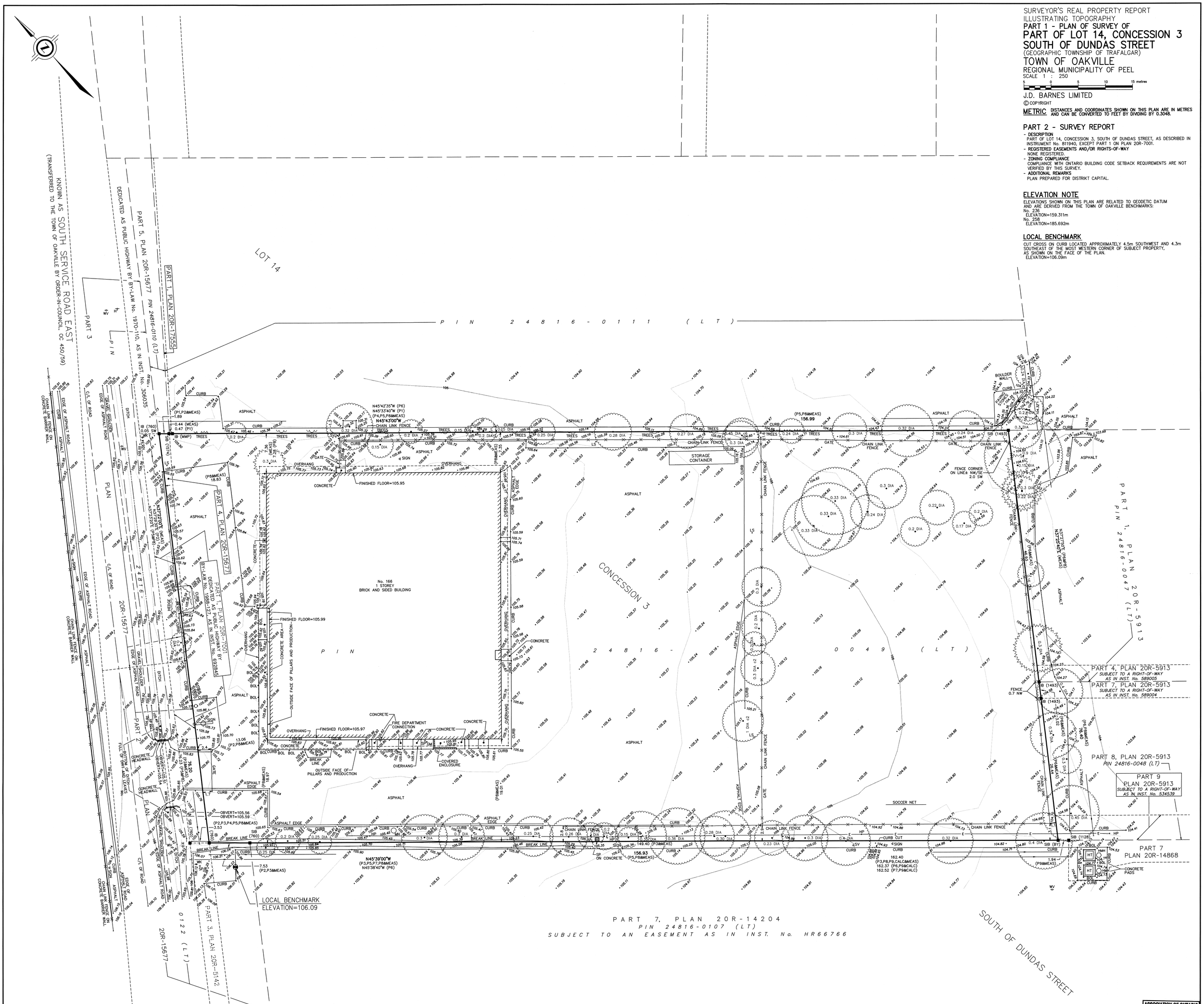
- **DESCRIPTION**
  PART OF LOT 14, CONCESSION 3, SOUTH OF DUNDAS STREET, AS DESCRIBED IN INSTRUMENT No. 811940, EXCEPT PART 1 ON PLAN 20R-7001.
- **REGISTERED EASEMENTS AND/OR RIGHTS-OF-WAY**
  NONE REGISTERED.
- **ZONING COMPLIANCE**
  COMPLIANCE WITH ONTARIO BUILDING CODE SETBACK REQUIREMENTS ARE NOT VERIFIED BY THIS SURVEY.
- **ADDITIONAL REMARKS**
  PLAN PREPARED FOR DISTRIKT CAPITAL.

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM THE TOWN OF OAKVILLE BENCHMARKS:
No. 236
ELEVATION=159.311m
No. 258
ELEVATION=185.692m

LOCAL BENCHMARK

CUT CROSS ON CURB LOCATED APPROXIMATELY 4.5m SOUTHWEST AND 4.3m SOUTHEAST OF THE MOST WESTERN CORNER OF SUBJECT PROPERTY, AS SHOWN ON THE FACE OF THE PLAN.
ELEVATION=106.09m



NOTES

BEARINGS ARE UTM GRID, DERIVED FROM REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999727.

FOR BEARING COMPARISONS, A ROTATION OF 0°54'50" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON P1, P2, P3, P4, P5, P6, P7 AND P8.

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
SIB	DENOTES	STANDARD IRON BAR
IB	DENOTES	IRON BAR
P1	DENOTES	PLAN 20R-17555
P2	DENOTES	PLAN 20R-15677
P3	DENOTES	PLAN 20R-14204
P4	DENOTES	SURVEYOR'S REAL PROPERTY REPORT BY J.D. BARNES LIMITED, DATED FEBRUARY 21, 1992. FILE No. 91-28-600-01-A.
P5	DENOTES	PLAN 20R-7001
P6	DENOTES	PLAN 20R-5913
P7	DENOTES	PLAN 20R-5142
P8	DENOTES	PLAN OF SURVEY BY BENNETT YOUNG LIMITED, DATED 23, 2002. FILE No. 2002 16 1P1-A
P9	DENOTES	PLAN 20R-14868
MEAS	DENOTES	MEASURED
BY	DENOTES	BENNETT YOUNG LIMITED
MMP	DENOTES	MACKAY MACKAY & PETERS LIMITED
760	DENOTES	McCONNELL, MAUGHAN LIMITED
1128	DENOTES	DAVID HORWOOD LIMITED
1493	DENOTES	J.F.G. YOUNG, O.L.S.
1574	DENOTES	DELPH & JENKINS LIMITED

N=NORTH / S=SOUTH / E=EAST / W=WEST

PRIMARY CONTOURS ARE AT 1.00m INTERVALS.
SECONDARY CONTOURS ARE AT 0.25m INTERVALS.

TOPOGRAPHIC LEGEND

•	GM	DENOTES GAS METER
◦	SP	DENOTES STAND PIPE
⬡	HMH	DENOTES HYDRO MANHOLE
◯	MH	DENOTES MANHOLE
•	BOL	DENOTES BOLLARD
•	HP	DENOTES HYDRO POLE
•	LS	DENOTES LIGHT STANDARD
⊕	H	DENOTES FIRE HYDRANT
⊕	WK	DENOTES WATER KEY
◦	SV	DENOTES SPRINKLER VALVE
⊕	WV	DENOTES WATER VALVE
—— E ——		DENOTES OVERHEAD HYDRO CABLE
		DENOTES CONIFEROUS TREE DIA=DIAMETER OF TRUNK IN METRES
		DENOTES DECIDUOUS TREE DIA=DIAMETER OF TRUNK IN METRES

ASSOCIATION OF ONTARIO LAND SURVEYORS
PLAN SUBMISSION FORM
2159589

THIS PLAN IS NOT VALID UNLESS IT IS AN EMBOSSED ORIGINAL COPY ISSUED BY THE SURVEYOR in accordance with Regulation 1026, Section 29(3).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 17th DAY OF APRIL, 2021.

APRIL 30, 2021
DATE

R.S. QUERUBIN
ONTARIO LAND SURVEYOR

BEFORE DIGGING, UNDERGROUND SERVICES SHOULD BE LOCATED ON SITE BY THE RESPECTIVE AGENCIES.

IT IS THE RESPONSIBILTITY OF THE CONTRACTOR TO VERIFY THAT LOCAL BENCHMARKS HAVE NOT BEEN ALTERED OR DISTURBED AND THAT THE RELATIVE ELEVATIONS AGREE WITH THE INFORMATION SHOWN ON THIS PLAN.

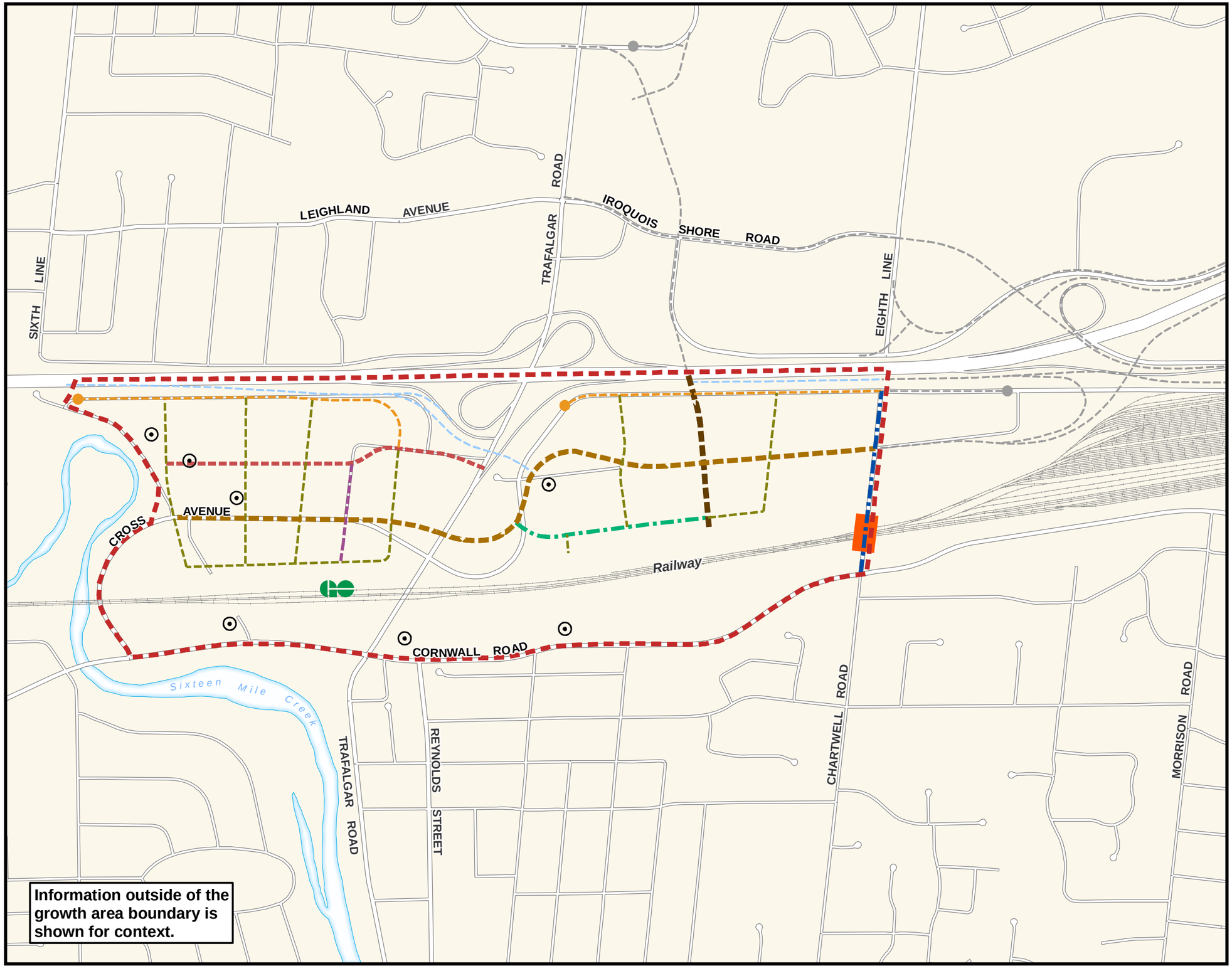
J.D.BARNES LIMITED
SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
401 WHEELABRATOR WAY, SUITE A, MILTON, ON L9T 3C1
T: (905) 875-9955 F: (905) 875-9956 www.jdbarnes.com

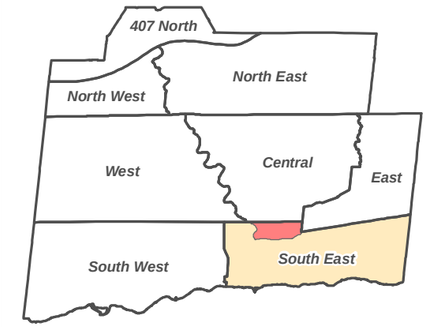
DRAWN BY:	CHECKED BY:	REFERENCE NO.:
AP	RSQ	21-30-671-00-A
FILE: G:\21-30-671\00\Drawing\21-30-671-A.dgn		DATED: APRIL 30th, 2021

PLOTTED: 4/30/2021

APPENDIX ‘B’

SCHEDULE L3
MIDTOWN OAKVILLE TRANSPORTATION NETWORK





- Growth Area Boundary
- Existing Road Network
- Future 32 m Multi-Purpose Arterial Road (North-South Crossing)
- Future 28 m Minor Arterial Road (Cross Avenue)
- Future 26 m Local Road (Station Road)
- Future 24 m Minor Arterial Road (Chartwell Road)
- Future 22 m Local Road
- Future 20 m Local Road
- Future 19 m Local Road
- Future 18 m Local Road
- Future Ramp
- Future Cul-de-sac
- Future Railway Grade Separation
- Railway
- Major Transit Station

Refer to Part E, Midtown Oakville, for Growth Area Policies

Refer to Part E, Midtown Oakville Exceptions

N

1:9,000

August 31, 2021

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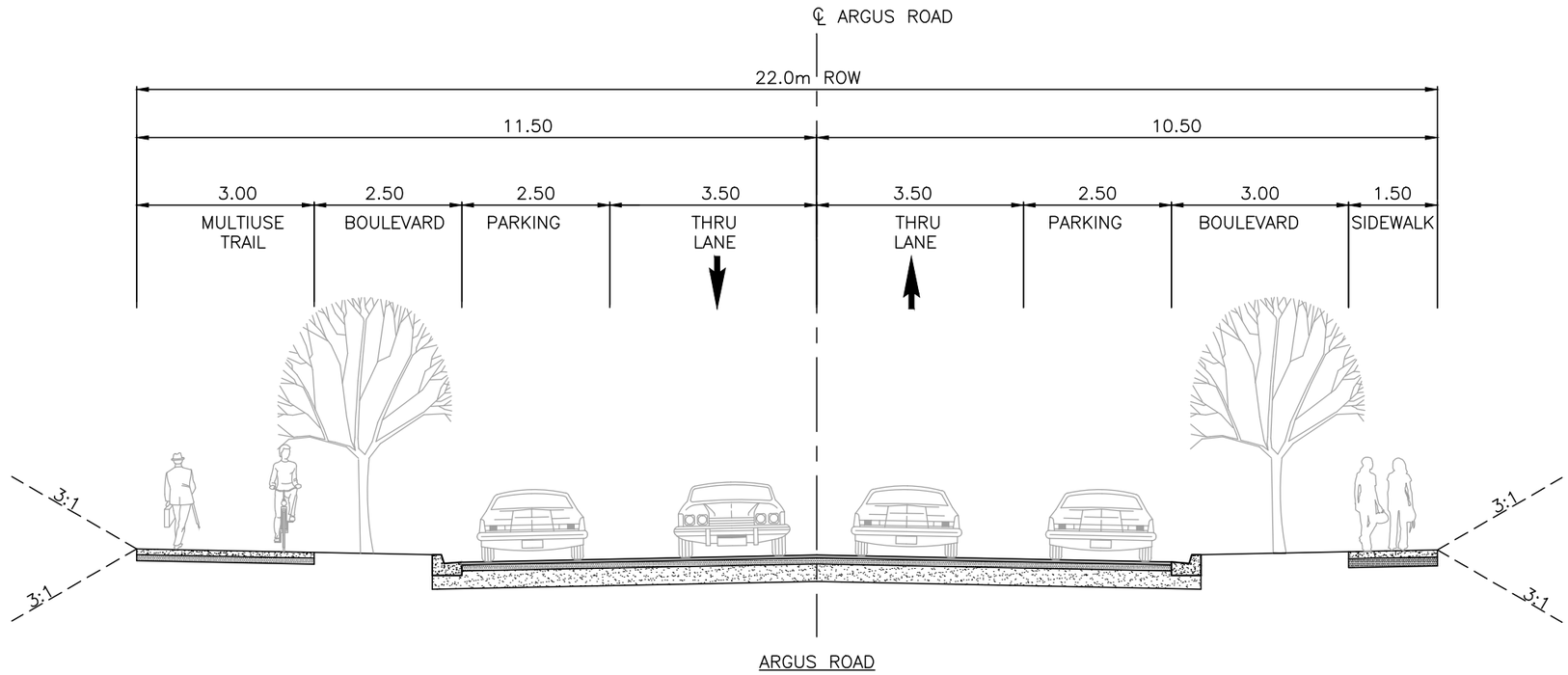
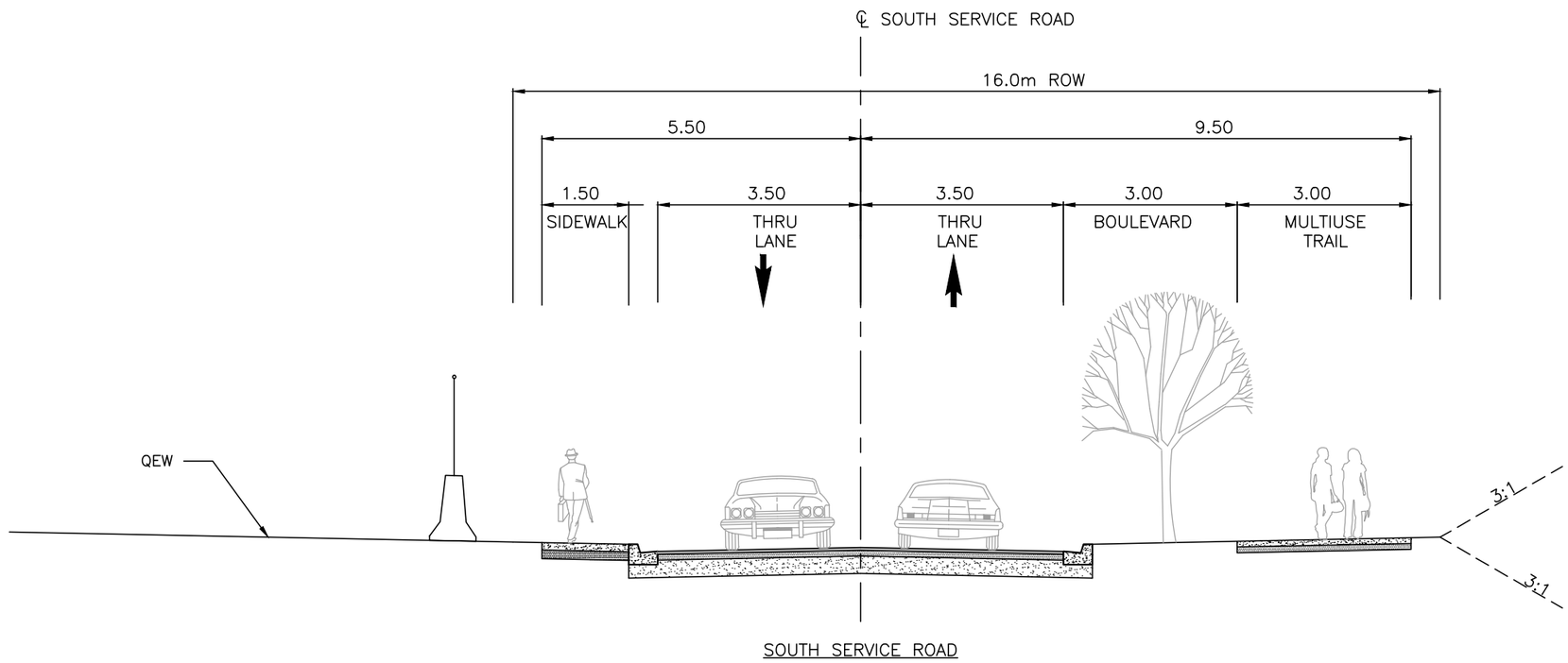
LIVABLE OAKVILLE.MXD...SCHEDULE L3.MXD





1	JUN 14	ROS	FINAL REPORT	SS	IZ
№	Date	By	REVISIONS	MANU	CAD

Design	ROS	Ch'kd	DS	Date	JUNE 2014
Drawn	IZ	Ch'kd	DS		
Scale NTS				References	

COLE ENGINEERING
70 VALLEYWOOD DRIVE, MARKHAM, ON L3R 4T5
T (416) 967-2100 | (905) 940-0151 F (905) 940-2064

OAKVILLE
Town of Oakville
Engineering and Construction

TITLE
MIDTOWN OAKVILLE EA
TYPICAL SECTIONS

Consultant File № TR11–767	Regional Drawing №
CONTRACT №	Drawing № SHEET 31 OF 36

APPENDIX ‘C’

TRAFALGAR ENGINEERING LTD.

ESTIMATED WATER DEMAND

Project: 166 South Service Road
Desc: 1st Submission Rezoning/OPA

Project No.: 1736
Prepared By: JN
Checked By: JN

	Occupancy Data					Peaking Factors			Demand Flow		
Land Use / Occupancy Type	Area (ha)	Population Density (pers/ha)	Eq. Population (cap.)	Per Cap. Demand (m^3/Cap. Day)	Average Daily Demand (L/min)	Min. Hour	Peak Hour	Max. Daily	Min. Hour Demand (L/min)	Max. Hour Demand (L/min)	Max. Daily Demand (L/min)
Apartments	0.90	285	257	275	49	1.00	4.00	2.25	49	196	110
TOTAL	**0.90**		**257**		**49**				**49**	**196**	**110**

Average Daily Demand: **49 (L/min)**
Minimum Hourly Demand: **49 (L/min)**
Maximum Hourly Demand: **196 (L/min)**
Maximum Daily Demand: **110 (L/min)**
Max. Daily Plus Fire: **7110 (L/min)**

Fire Flow
Using Fire Underwriters Survey Methodology:

1. An estimate of the fire flow is given by the formula $F = 220C\sqrt{A}$

Where:
F = The required fire flow in litres per minute
C = Coefficient related to the type of construction
A = The total floor area in square metres (including all storeys but excluding basements at least 50% below grade)

Type of Construction: Ordinary Coefficient: 1.00 Total Floor Area: 3225 (m^2)

F = 12000 (L/min) Adequately Protected Vertical Openings: Yes

Area Note: For fire resistive buildings, consider the two largest adjoining floors plus 50% of the remaining floors up to eight, when openings are inadequately protected. For adequately protected vertical openings consider only the area of the largest floor plus 25% of each of the two immediately adjoining floors

2. Adjust the value in No. 1 for occupancy surcharge/reduction

Occupancy Contents: Combustible Factor: 0%

F = 12000 (L/min)

3. Adjust the value in No. 2 for sprinkler

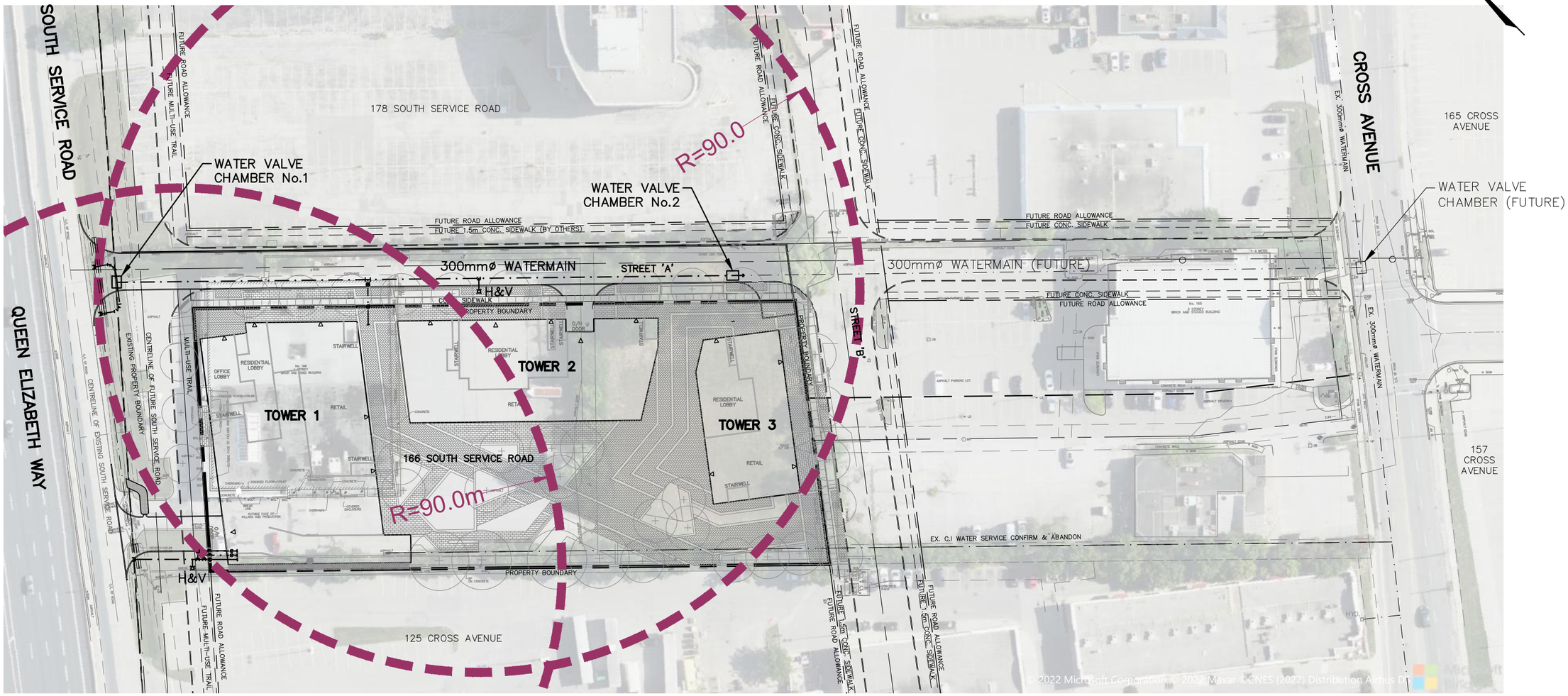
NFPA 13 Sprinkler:	Yes	Reduction:	20%
Standard Water Supply:	Yes	Reduction:	10%
Fully Supervised:	Yes	Reduction:	10%
		Total Reduction:	**40%**
		Sprinkler Reduction:	**4800 (L/min)**

4. Adjust the value in No. 2 for exposure

	Separation (m)	Charge
North	100	0%
East	50	0%
South	75	0%
West	50	0%
Total Charge:		**0%**
Exposure Charge:		**0 (L/min)**

5. Estimated Fire Flow is value in No. 2 less *Sprinkler Reduction* plus *Exposure Charge* , rounded to the nearest 1000

F = 7000 (L/min)



PROJECT TITLE

DISTRIKT MIDTOWN
166 SOUTH SERVICE ROAD EAST
TOWN OF OAKVILLE

DRAWING TITLE

FIRE HYDRANT PLAN

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

DESIGN BY	JN	SCALE	1:1000	DRAWING No.	FIG 1
DRAWN BY	GL	DATE	2022/05/09		

CAD FILE: 1736GS PLOT SCALE: 1:1 PLOT DATE: May 19, 2022

FILENAME: P:\1736 166 South Service Road\Drawings\DWG\1736GS.dwg
PLOTDATE: May 19, 2022 – 12:02pm

APPENDIX ‘D’

TRAFALGAR ENGINEERING LTD.

EXISTING ESTIMATED SANITARY FLOW

Project: 166 South Service Road
Desc: 1st Submission Rezoning/OPA

Project No.: 1736
Prepared By: JN
Checked By: JN

Residential

Land Use / Occupancy Type	Area (ha)	Population Density (pers/unit)	Eq. Population (cap.)	Per Cap. Demand (m^3/Cap. Day)	Average Daily Dry Weather Flow (L/s)
TOTAL	**0**		**0**		**0.0**

Industrial / Commercial / Institutional

Land Use / Occupancy Type	Area (ha)	Population Density (pers/ha)	Eq. Population (cap.)	Per Cap. Demand (m^3/Cap. Day)	Average Daily Dry Weather Flow (L/s)
Light Commercial	1.19	90.0	107	24.75	0.3
TOTAL	**1**		**107**		**0.3**

Residential Peaking Factor:	4.50	
ICI Peaking Factor:	4.24	
Include ICI Peaking?	No	
Tributary Area:	1.19	(ha)
Infiltration Allowance:	0.286	(L/s ha)
Foundation Drain Allowance:	0.00	(L/s ha)
Residential + Infilitration Avg Flow:	0.3	(L/s)
ICI Average Flow:	0.3	(L/s)
Groundwater Discharge:		(L/s)
Total Average Flow:	**0.7**	**(L/s)**
Residential Peak Flow:	0.3	(L/s)
ICI Peak Flow:	0.3	(L/s)
Groundwater Discharge:		(L/s)
Total Peak Flow:	**0.6**	**(L/s)**

TRAFALGAR ENGINEERING LTD.

PROPOSED ESTIMATED SANITARY FLOW

Project: 166 South Service Road
Desc: 1st Submission Rezoning/OPA

Project No.: 1736
Prepared By: JN
Checked By: JN

Residential

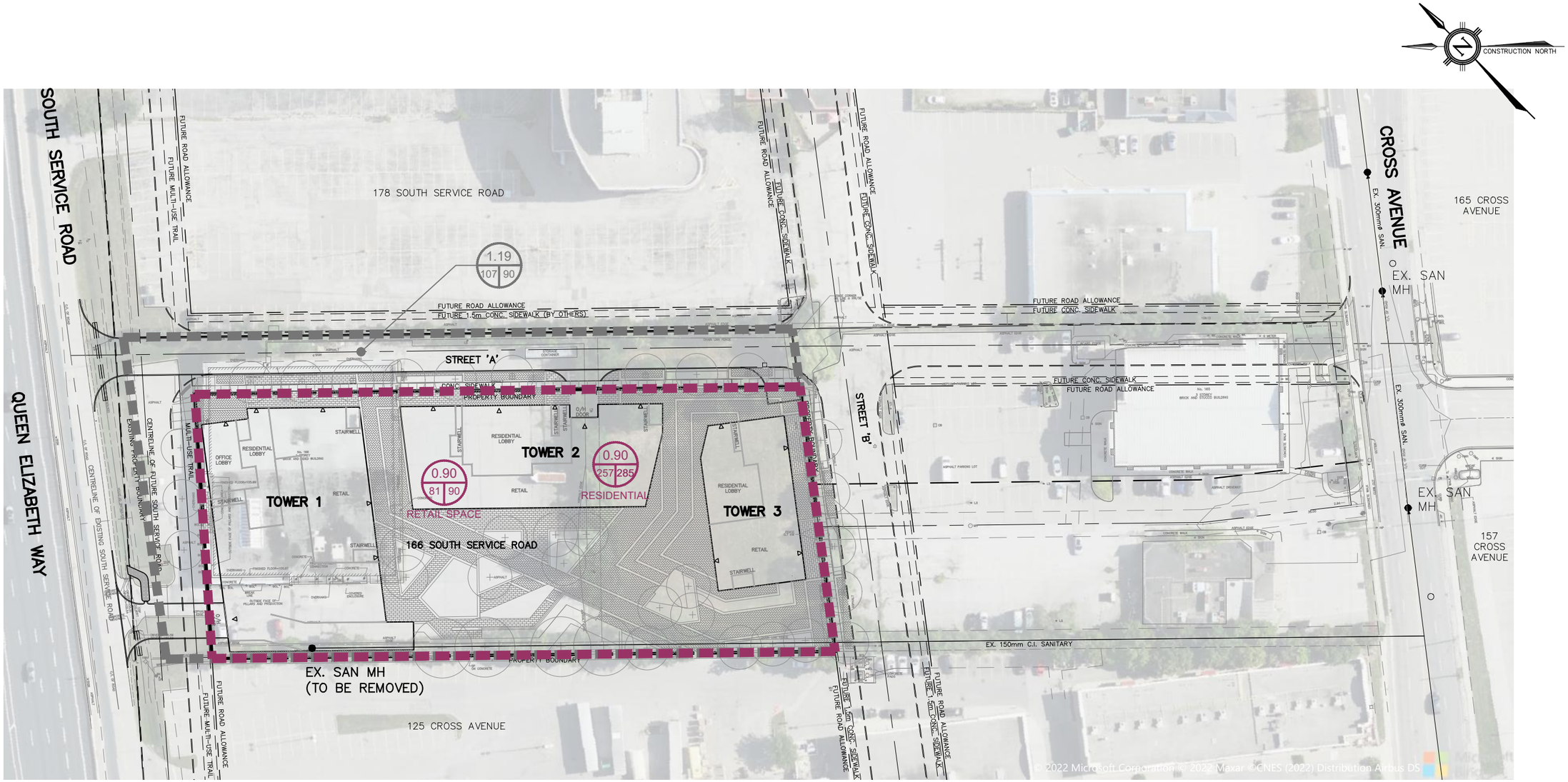
Land Use / Occupancy Type	Area (ha)	Population Density (pers/ha)	Eq. Population (cap.)	Per Cap. Demand (m^3/Cap. Day)	Average Daily Dry Weather Flow (L/s)
Apartments	0.90	285	257	275	0.8
TOTAL	**0.90**		**257**		**0.8**

Industrial / Commercial / Institutional

Land Use / Occupancy Type	Area (ha)	Population Density (pers/ha)	Eq. Population (cap.)	Per Cap. Demand (m^3/Ha Day)	Average Daily Dry Weather Flow (L/s)
Retail/Office	0.90	90.0	81	24.75	0.3
TOTAL	**0.90**		**81**		**0.3**

Residential Peaking Factor:	4.11	
ICI Peaking Factor:	4.27	
Include ICI Peaking?	No	
Tributary Area:	1.19	(ha) *(Includes portion of future Street 'A')*
Infiltration Allowance:	0.286	(L/s ha)
Foundation Drain Allowance:	0.00	(L/s ha)

Residential + Infiltration Avg Flow:	1.2	(L/s)
ICI Average Flow:	0.3	(L/s)
Groundwater Discharge:		(L/s)
Total Average Flow:	**1.5**	**(L/s)**
Residential Peak Flow:	3.7	(L/s)
ICI Peak Flow:	0.3	(L/s)
Groundwater Discharge:		(L/s)
Total Peak Flow:	**4.0**	**(L/s)**



LEGEND

- 1.19 — PRE DEVELOPMENT SANITARY AREA IN HECTARES
- 107 — EQUIVALENT POPULATION
- 90 — POPULATION DENSITY
- 0.90 — PRE DEVELOPMENT SANITARY AREA IN HECTARES
- 81 — EQUIVALENT POPULATION
- 90 — POPULATION DENSITY
- PRE DEVELOPMENT SANITARY DRAINAGE AREA BOUNDARY
- POST DEVELOPMENT SANITARY DRAINAGE AREA BOUNDARY

PROJECT TITLE

DISTRIKT MIDTOWN
166 SOUTH SERVICE ROAD EAST
TOWN OF OAKVILLE

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

DRAWING TITLE: SANITARY DRAINAGE PLAN

DESIGN BY	JN	SCALE	1:1000	DRAWING No.
DRAWN BY	GL	DATE	2022/05/09	FIG 2

CAD FILE: 1736GS PLOT SCALE: 1:1 PLOT DATE: May 19, 2022

FILENAME: P:\1736 166 South Service Road\Drawings\DWG\1736GS.dwg
PLOTDATE: May 19, 2022 – 12:03pm

APPENDIX ‘E’

TRAFALGAR ENGINEERING LTD.

COMPOSITE RUNOFF COEFFICIENT

Project: 166 South Service Road
Desc: First Submission OPA/RZA

Project No.: 1736
Prepared By: JN
Checked By: JN

Pre-Development Composite Runoff Coefficient

Surface	'A' (m^2)	'C'	'AC'	% Imp	'AI'
Existing building and parking	7000	0.90	6300	100%	7000
Existing landscaping	4900	0.25	1225	0%	-
(Less Road Dedications)	-2900	0.63	-1827	59%	-1711
			-		-
			-		-
Totals	**9000**		**5698**		**5289**
		C = 'AC'/'A'= 0.63		**%I = 'AI'/'A' = 59%**	

External Drainage Area Composite Runoff Coefficient

Surface	'A' (m^2)	'C'	'AC'	% Imp	'AI'
			-		-
			-		-
			-		-
			-		-
			-		-
Totals	**-**		**-**		**-**
		C = 'AC'/'A'= -		**%I = 'AI'/'A' = -**	

Post-Development Controlled Area Composite Runoff Coefficient

Surface	'A' (m^2)	'C'	'AC'	% Imp	'AI'
Preliminary Estimate	7900	0.90	7110	80%	6320
			-		-
			-		-
			-		-
			-		-
Totals	**7900**		**7110**		**6320**
		C = 'AC'/'A'= 0.90		**%I = 'AI'/'A' = 80%**	

Post-Development Uncontrolled Area Composite Runoff Coefficient

Surface	'A' (m^2)	'C'	'AC'	% Imp	'AI'
Drains to Blvd	1100	0.90	990	80%	880
			-		-
			-		-
			-		-
			-		-
Totals	**1100**		**990**		**880**
		C = 'AC'/'A'= 0.90		**%I = 'AI'/'A' = 80%**	

TRAFALGAR ENGINEERING LTD.

RATIONAL METHOD FLOWS

Based on Town of Oakville IDF Data

Project: 166 South Service Road
Desc: First Submission OPA/RZA

Project No.: 1736
Prepared By: JN
Checked By: JN

Pre-Development Parameters

	Site	External	Total
'C'	0.633	0.000	0.633
'A' (ha)	0.900	0.000	0.900
'AC'	0.570	0.000	0.570

Pre-Development Flow

Return	Intensity (mm/hr)	Site Flow (L/s)	External Flow (L/s)	Total Flow (L/s)
2-yr	82.2	130	0	130
5-yr	114.2	181	0	181
10-yr	134.8	213	0	213
25-yr	162.2	282	0	282
50-yr	182.1	346	0	346
100-yr	200.8	397	0	397

Flows have been adjusted using 25-, 50-, and 100-yr factors of 1.1, 1.2, and 1.25 (To a maximum C of 1.0)

Post-Development Parameters

	Controlled	Uncontrolled	External	Total
'C'	0.900	0.900	0.000	0.900
'A' (ha)	0.790	0.110	0.000	0.900
'AC'	0.711	0.099	0.000	0.810

Post-Development Flow

Return	Intensity (mm/hr)	Peak Inflow (L/s)	Uncontrolled Flow (L/s)	Peak Rooftop Flow (L/s)	External Flow (L/s)	Total Flow (L/s)
2-yr	82.2	162	23	7	0	192
5-yr	114.2	226	31	8	0	265
10-yr	134.8	266	37	9	0	312
25-yr	162.2	352	49	9	0	410
50-yr	182.1	400	56	10	0	466
100-yr	200.8	441	61	10	0	512

Flows have been adjusted using 25-, 50-, and 100-yr factors of 1.1, 1.2, and 1.25 (To a maximum C of 1.0)

Post-to-Pre Comparison*

Return	Pre-Dev Total (L/s)	Post-Dev Total (L/s)	Percent Change
2-yr	130	192	48%
5-yr	181	265	46%
10-yr	213	312	46%
25-yr	282	410	45%
50-yr	346	466	35%
100-yr	397	512	29%

*Storage may be required, refer to Modified Rational Method Storage Calculation and Summary sheets if applicable

TRAFALGAR ENGINEERING LTD.

MODIFIED RATIONAL METHOD STORAGE

Based on Town of Oakville IDF Data

Project: 166 South Service Road
Desc: First Submission OPA/RZA

Project No.: 1736
Prepared By: JN
Checked By: JN

Pre-Development

Catchment Area (ha)	0.9000
Runoff Coefficient	0.63
TC (min)	10
Control Level	5-Yr

Pre-Development Peak Intensity: 114.2 mm/hr
Pre-Development Peak Discharge: 0.181 (cms)

Post-Development Uncontrolled

Catchment Area (ha)	0.1100
Runoff Coefficient	1.00
TC (min)	21
Control Level	100-Yr

Uncontrolled Peak Discharge: 0.061 (cms)

External Drainage

Catchment Area (ha)	0
Runoff Coefficient	0.00
TC (min)	10
Control Level	**100-Yr**

External Peak Discharge: 0 (cms)

Post-Development Controlled

Catchment Area (ha)	0.7900	
Runoff Coefficient	1.00	(1.25 Adj. Factor)
Time of Concentration	21	
Control Level	100-Yr	

Post-Development Peak Intensity: 200.8 mm/hr
Post-Development Peak Discharge: 0.441 (cms)
Allowable Release Rate: 0.119 (cms)

Storm Duration T_D (min)	Intensity $i = A \times T_D^{-C}$ (mm/hr)	Inflow Rate $Q_P = CiA/360$ (m^3/s)	Average Roof Discharge (m^3/s)	Max. Release Rate $Q_A = Ci_{2YR}A$ (m^3/s)	Inflow Volume $V_I = 60Q_PT_D$ (m^3)	Outflow Volume $V_O = 30Q_A(T_D+T_C)$ (m^3)	Storage $S = V_I - V_O$ (m^3)
21	127.12	0.279	0.000	0.119	351.5	150.5	201.0
15	158.27	0.347	0.000	0.119	312.6	129.0	183.6
20	131.37	0.288	0.000	0.119	345.9	146.9	199.0
25	112.72	0.247	0.000	0.119	371.0	164.8	206.2
30	98.99	0.217	0.000	0.119	391.0	182.7	208.3
35	88.43	0.194	0.000	0.119	407.5	200.6	206.9
40	80.03	0.176	0.000	0.119	421.5	218.5	203.0
45	73.19	0.161	0.000	0.119	433.6	236.4	197.2
50	67.49	0.148	0.000	0.119	444.3	254.4	190.0
55	62.68	0.138	0.000	0.119	453.9	272.3	181.6
60	58.55	0.128	0.000	0.119	462.5	290.2	172.3
90	42.35	0.093	0.000	0.119	501.9	397.7	104.2
120	33.49	0.073	0.000	0.119	529.1	505.1	24.0
150	27.85	0.061	0.000	0.119	550.1	612.6	0

TRAFALGAR ENGINEERING LTD.

WATER BALANCE AND WATER QUALITY

Project: 166 South Service Road
Desc: First Submission OPA/RZA

Project No.: 1736
Prepared By: JN
Checked By: JN

Water Balance

Surface	'A' (m^2)	%Total A	IA (mm)	%Total x IA
Site Area	9000	100%	0.0	0.0
Totals	**9000**		**Total Retention:**	**0.0 (mm)**
			Target Retention:	25.0 (mm)
			Balance:	25.0 (mm)
			Volume Required:	**225.0 (m^3)**

Total Suspended Solids

Surface	'A' (m^2)	Removal Rate, 'R'	A x R
Imbrium Jellyfish	9000	80%	7200
Totals	**9000**		**7200**
		Effective Removal:	**80%**

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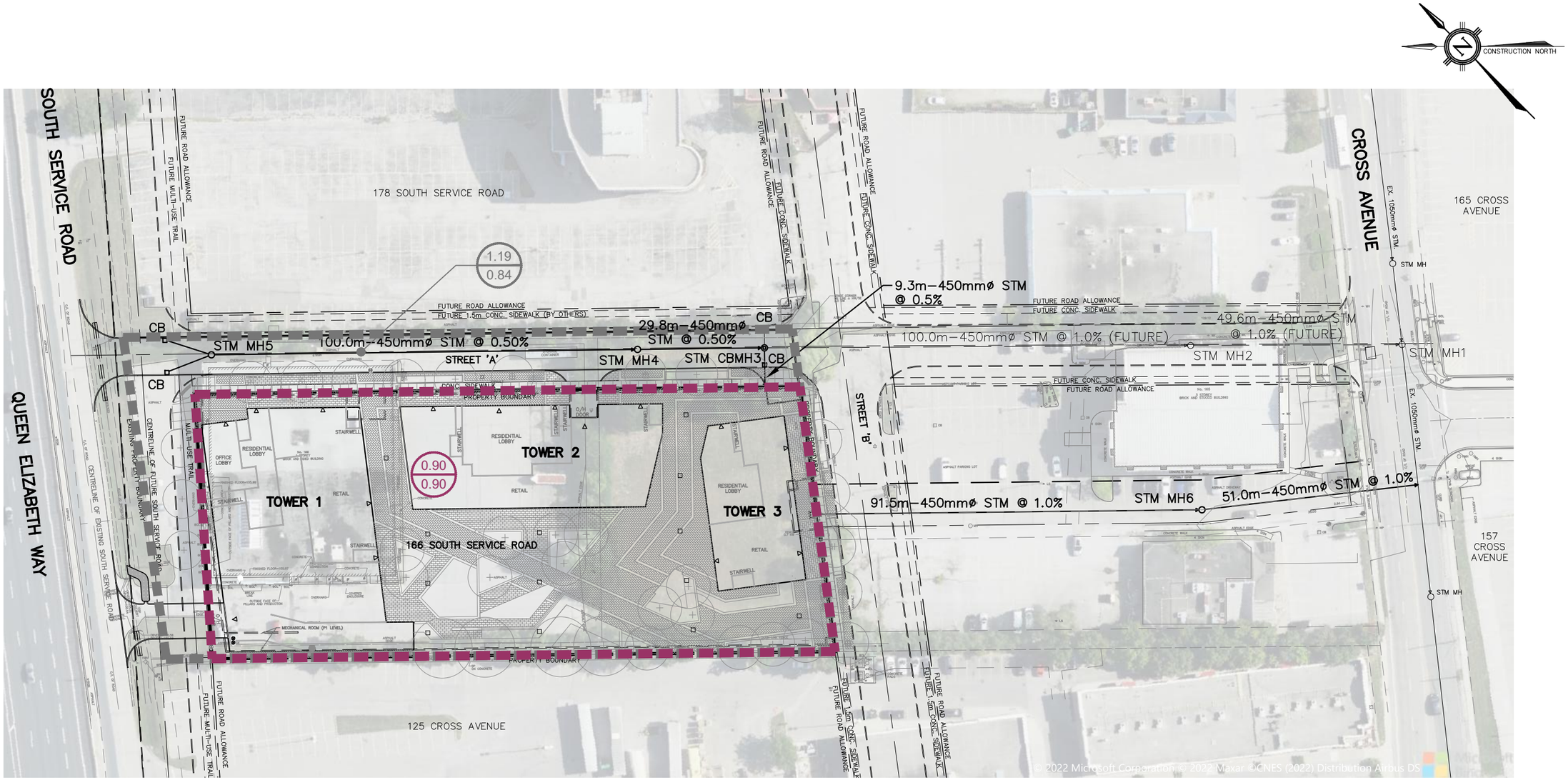
VER 2.1



LEGEND

1.19	PRE DEVELOPMENT STORM AREA IN HECTARES
0.84	PRE DEVELOPMENT STORM RUN–OFF COEFFICIENT
0.90	POST DEVELOPMENT STORM AREA IN HECTARES
0.90	POST DEVELOPMENT STORM RUN–OFF COEFFICIENT
	PRE DEVELOPMENT STORM DRAINAGE AREA BOUNDARY
	POST DEVELOPMENT STORM DRAINAGE AREA BOUNDARY

PROJECT TITLE

DISTRIKT MIDTOWN
166 SOUTH SERVICE ROAD EAST
TOWN OF OAKVILLE

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

DRAWING TITLE

STORM DRAINAGE PLAN

DESIGN BY	JN	SCALE	1:1000	DRAWING No. FIG 3
DRAWN BY	GL	DATE	2022/05/09	

CAD FILE: 1736GS PLOT SCALE: 1:1 PLOT DATE: May 19, 2022

FILENAME: P:\1736 166 South Service Road\Drawings\DWG\1736GS.dwg
PLOTDATE: May 19, 2022 – 12:04pm

James Nelson

From: Kristina Parker <kristina.parker@oakville.ca>
Sent: April 7, 2022 4:14 PM
To: James Nelson
Cc: George Golding; Nicole Sylvester
Subject: RE: Midtown SWM Requirements clarification

Hi again,
The groundwater discharge has never been permitted perpetually to the storm, typically hasn't been shown on storm sewer design sheets or pond design so there should not be any discharges. We have been actively advising prospective or current proponents of active files too. i.e. this criteria is already in effect.

With respect to volumetric controls, the recommendation came out of the Stormwater Master Plan (2019), so we have been including this requirement in general for all applications, and have had varied success with implementing to date. As part of the town's consideration of climate change resiliency and in support of the work done in the Master Plan, we do currently require that the proponent consider the requirement, demonstrate feasibility, consider a variety of opportunities and work cooperatively to determine the best plan forward. In short, this criteria is currently in effect.

Hope that helps.
Thanks,

From: James Nelson <jnelson@trafalgareng.com>
Sent: Thursday, April 7, 2022 3:42 PM
To: Kristina Parker <kristina.parker@oakville.ca>
Cc: George Golding <george.golding@oakville.ca>; Nicole Sylvester <nsylvester@trafalgareng.com>
Subject: RE: Midtown SWM Requirements clarification

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Amazing, thank you Kristina!

I was also hoping to get further clarification from you on timing of the larger water retention balance (27mm) and the groundwater discharge not being permitted to storm sewers. Will these criteria apply to applications that come in imminently or are these targets for down the road? Appreciate you may not have firm answers on timing of implementation but definitely want to know whether they're on our radar for an upcoming submission.

Hope all is well,

James

From: Kristina Parker <kristina.parker@oakville.ca>
Sent: April 7, 2022 12:21 PM
To: James Nelson <jnelson@trafalgareng.com>
Cc: George Golding <george.golding@oakville.ca>; Nicole Sylvester <nsylvester@trafalgareng.com>
Subject: RE: Midtown SWM Requirements clarification

Hi James,

We received some updates from WOOD for the midtown criteria. I'm trying to pull these updates from the draft report just received. I'll get back to you shortly.
Thanks,

Kristina Parker, M.A.Sc., P.Eng.
Acting Manager Development Services
Transportation and Engineering
Town of Oakville | 905-845-6601, ext.3889 | f: 905-338-4414 | www.oakville.ca

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Kristina Parker, M.A.Sc., P.Eng.
Acting Manager Development Services
Transportation and Engineering
Town of Oakville | 905-845-6601, ext.3889 | f: 905-338-4414 | www.oakville.ca

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From: James Nelson <jnelson@trafalgareng.com>
Sent: Tuesday, April 5, 2022 1:42 PM
To: Kristina Parker <kristina.parker@oakville.ca>
Cc: George Golding <george.golding@oakville.ca>; Nicole Sylvester <nsylvester@trafalgareng.com>
Subject: Midtown SWM Requirements clarification

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Hi Kristina,

I hope you're keeping well! I wonder if you have a few minutes to clarify a couple of questions we have about the Midtown SWM requirements.

James

TRAFALGAR ENGINEERING
www.trafalgareng.com/

James Nelson, P.Eng.
Principal
Design Services
#1 - 481 Morden Road
Oakville, Ontario, L6K 3W6
O: (905) 338-3366 ext. 136
E: jnelson@trafalgareng.com

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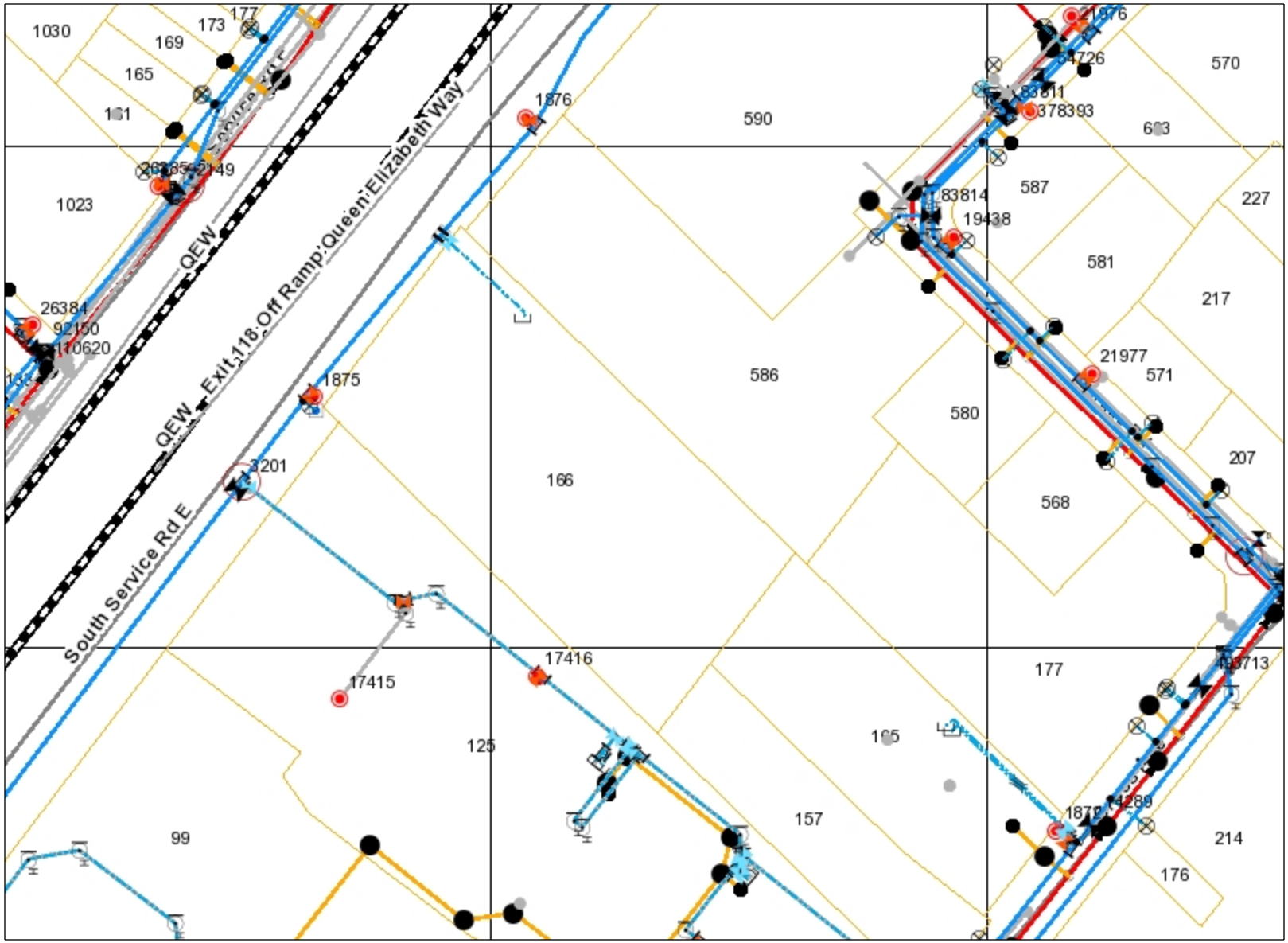
APPENDIX ‘F’

166 South Services Road, Oakville



Legend

Water Control Valve
- System
- SystemDP
- Zone
- ZoneDP

Water Service Valve
- CurbStop
- PropertyLine
- Secondary
- TappingValve

Water Hydrant

Water Fitting
- Cap
- Cross
- HBend
- MainStop
- Reducer
- Sleeve
- TappingSleeve
- Tee
- VBend

Water Chamber
- Chamber

Notes:

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Information Valid as of: 4/12/2022

101.0 0 50.51 101.0 Metres

1: 2,020

REGIONAL MUNICIPALIY OF HALTON, ITS EMPLOYEES, OFFICERS AND AGENTS ARE NOT REPONSIBLE FOR ANY ERRORS, OMISSIONS OR INACCURACIES, WHETHER DUE TO THEIR NEGLIGENCE OR OTHERWISE. ALL INFORMATION SHOULD BE VERIFIED.

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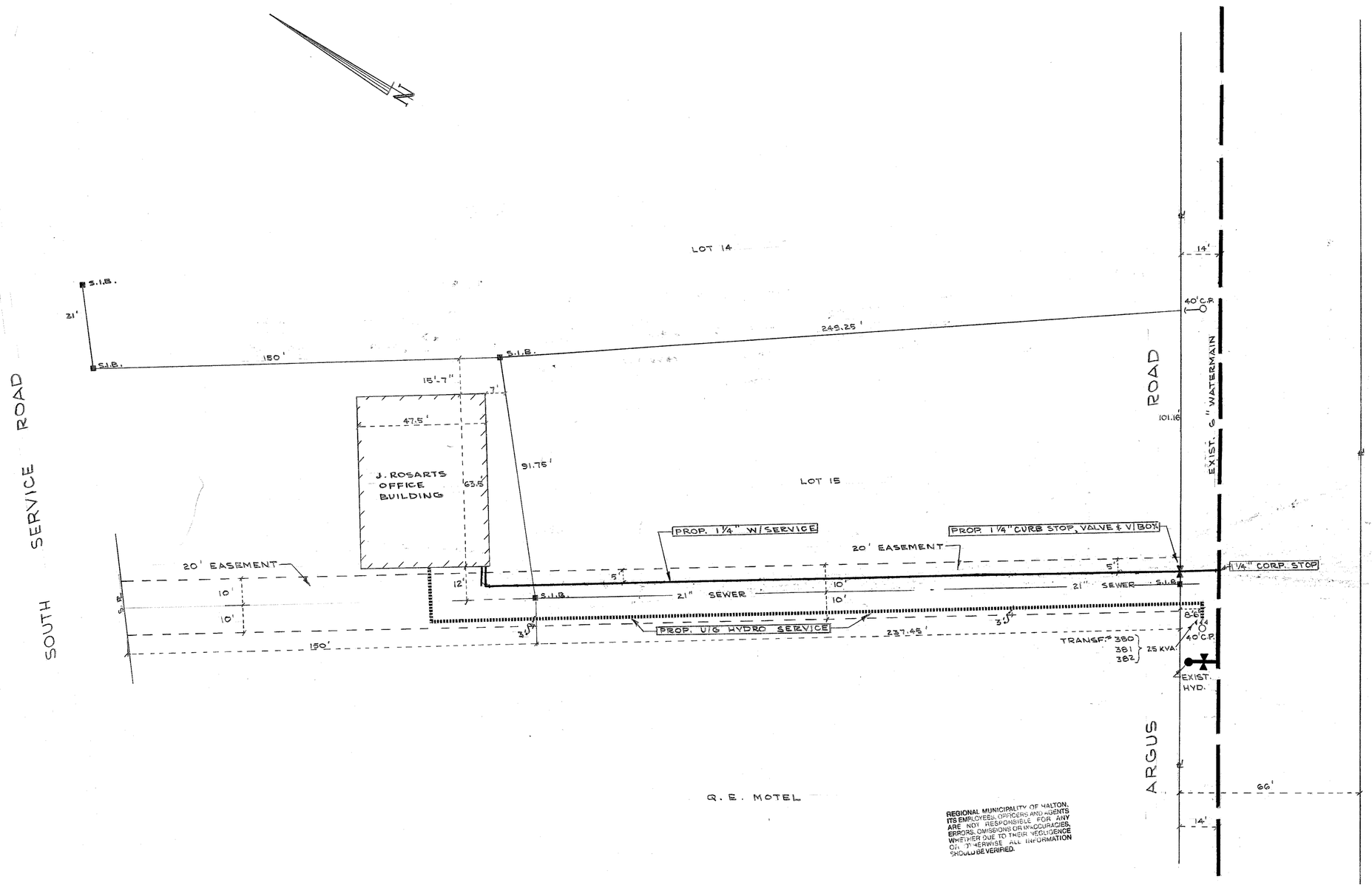


REGIONAL MUNICIPALITY OF HALTON, ITS EMPLOYEES, OFFICERS AND AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR INACCURACIES, WHETHER DUE TO THEIR NEGLIGENCE OR OTHERWISE. ALL INFORMATION SHOULD BE VERIFIED.

LEGEND	
	PROP. W/SERVICE
	PROP. U/G HYDRO SERV.
	EXIST. WATERMAIN

MICROFILMED BY KODAK JAN. 29, 1973

PROP. W/SERVICE & U/G HYDRO SERVICE FROM ARGUS RD. TO J. ROSARTS BUILDING.

1" = 20'

G.M.N. NOV. 19/69

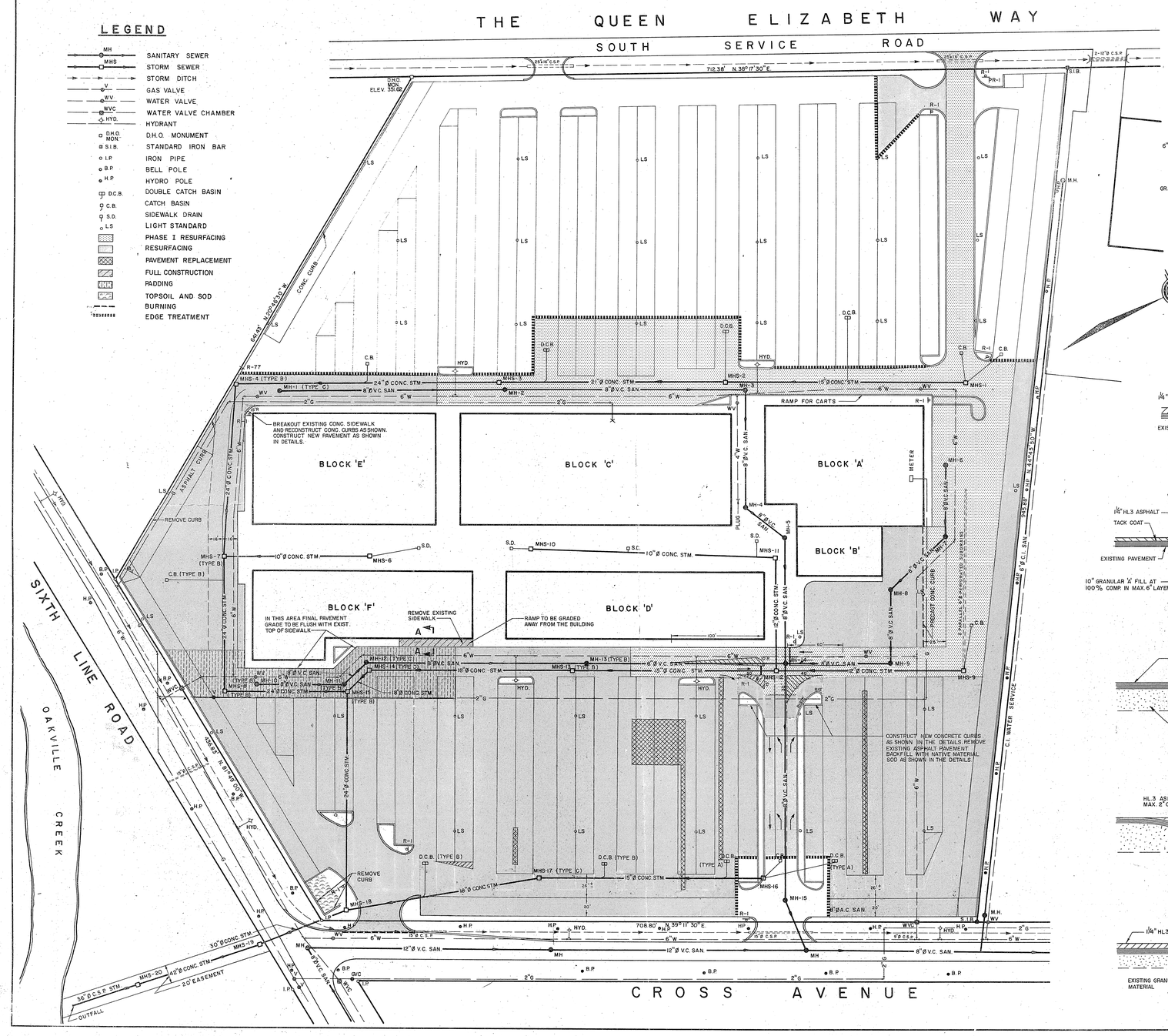
0-3439

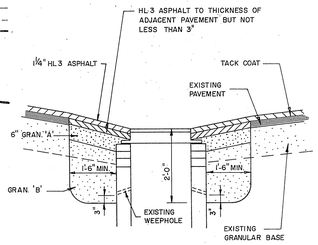
W - 718

0-3439

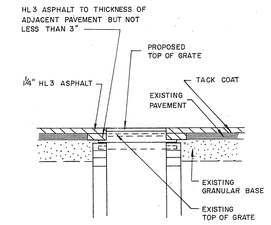
LEGEND

- SANITARY SEWER
- STORM SEWER
- STORM DITCH
- GAS VALVE
- WATER VALVE
- WATER VALVE CHAMBER
- HYDRANT
- D.H.O. MONUMENT
- STANDARD IRON BAR
- IRON PIPE
- BELL POLE
- HYDRO POLE
- DOUBLE CATCH BASIN
- CATCH BASIN
- SIDEWALK DRAIN
- LIGHT STANDARD
- PHASE I RESURFACING
- RESURFACING
- PAVEMENT REPLACEMENT
- FULL CONSTRUCTION
- PADDING
- TOPSOIL AND SOD
- BURNING
- EDGE TREATMENT

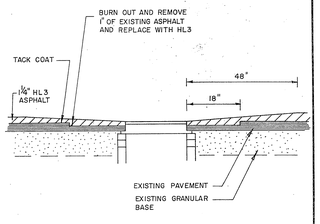




TYPE 'A'



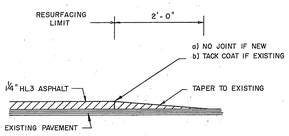
TYPE 'B'



TYPE 'C'

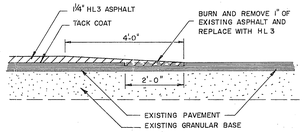
TREATMENT AT CATCH BASINS AND MANHOLES

N.T.S.



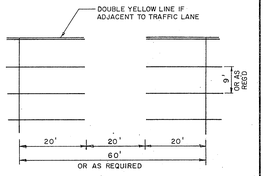
PAVEMENT EDGE TREATMENT

N.T.S.



JOINT WITH EXISTING PAVEMENT

N.T.S.



TYPICAL PARKING BAY DETAIL

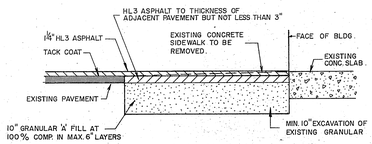
N.T.S.

NOTE: 1. ALL LINE PAINTING TO BE VERIFIED WITH THE ENGINEER. A DRAWING WILL BE SUPPLIED INDICATING THE PROPOSED SCHEME.

2. WHERE THE PREVIOUS RESURFACING ASPHALT COURSE HAS BEEN TAPERED TO EXISTING, THE TAPERED PORTION SHALL BE CUT BACK OVER THE BURNED AREA AND A VERTICAL JOINT FORMED.

3. SIGN CODES
R-1 - STOP
R-77- THROUGH TRAFFIC KEEP RIGHT

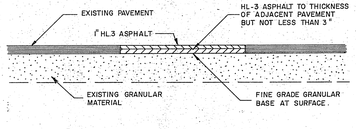
SOURCE: EXISTING INFORMATION TAKEN FROM MARSHALL MACKLIN MONAGHAN DWG. No. E 59064-1. PROJECT 6031 DATED JULY 8, 1960 REV'D JAN. 11, 1961 MINOR REVISIONS JUNE 28, 1974.



SECTION A-A

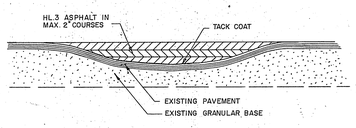
NEW PAVEMENT CONSTRUCTION

N.T.S.



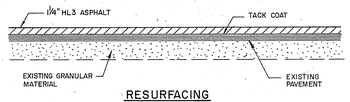
PAVEMENT REPLACEMENT

N. T. S.



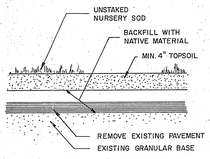
PADDING

N.T.S.



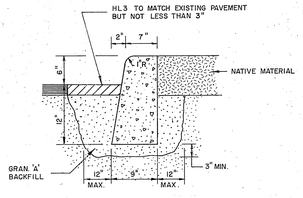
RESURFACING

N. T. S.



SODDING DETAIL

N.T.S.



CONCRETE CURB DETAIL

N. T. S.

No.	REVISIONS TO DRAWING	BY	DATE	APPR.
3	PAVEMENT MARKINGS	RHG	OCT. 23/75	J.M.Y.
2	ENTRANCE MODIFICATIONS & SIGNING	D.E.J.	SEPT. 12/75	J.M.Y.
1	AS CONSTRUCTED - PHASE I		MAY. 1975	

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

CLIENT: CADILLAC - FAIRVIEW CORPORATION LIMITED

MUNICIPALITY: TOWN OF OAKVILLE

PROJECT TITLE: OAK QUEEN MALL PARKING LOT RESTORATION

SHEET TITLE: PARKING LOT RESTORATION PROGRAM PHASE II

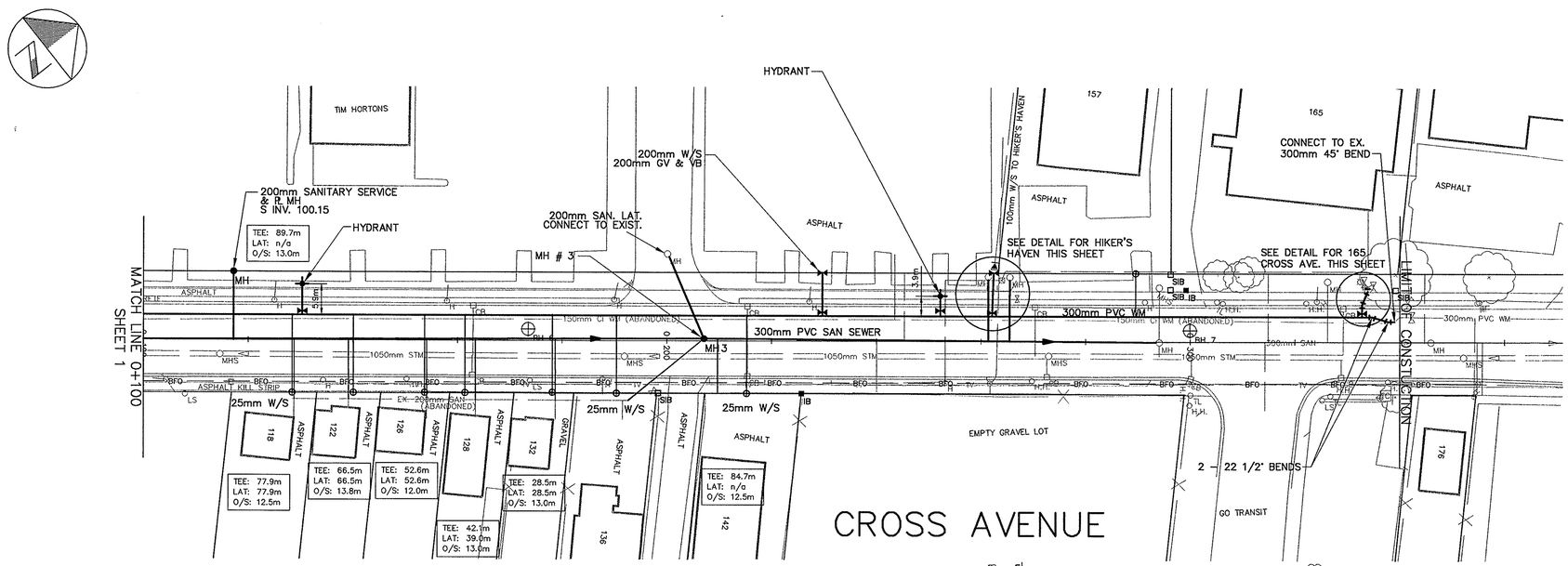
DON MILLS — MARSHALL MACKLIN MONAGHAN LIMITED, CONSULTING PROFESSIONAL ENGINEERS

CROSS

DESIGNED	D.J.	DRAWN	K.A.L.	CHECKED	H.A.V.
SCALE	1" = 50'	DATE	JUNE 1975		
PROJECT NUMBER	11-74087	DWG. NUMBER	P-1		

CROSS AVE

CROSS AVE



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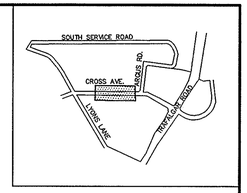


GENERAL NOTES

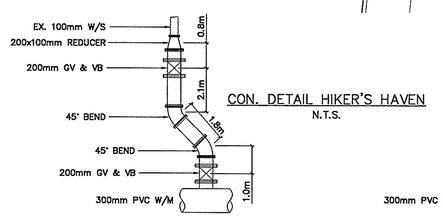
1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. ALL WATERMAIN AND SANITARY SEWER INSTALLATION SHALL CONFORM TO THE LATEST REVISIONS OF THE ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD) AND SPECIFICATIONS (OPSS) AS AMENDED BY THE REGIONAL MUNICIPALITY OF HALTON.
3. THE LOCATION OF ALL EXISTING WATERMAIN, SANITARY SEWER, UTILITIES AND SERVICES ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATION, VERIFY SIZE AND ELEVATION IN THE FIELD PRIOR TO CONSTRUCTION.
4. DRIVEWAY MATERIAL IS ASPHALT UNLESS OTHERWISE SPECIFIED.
5. UNLESS OTHERWISE NOTED, ALL NEW SANITARY SEWERS ARE TO BE PVC SDR 35 ASTM D3034 WITH GRANULAR 'A' BEDDING AND COVER AS PER OPSD 802.010 WITH GRANULAR 'B' BACKFILL.
6. UNLESS OTHERWISE NOTED, ALL EXISTING SANITARY LATERALS ARE TO BE REPLACED WITH PVC SDR28, 125mm DIA. CONNECTIONS FOR SINGLE FAMILY AND SEMI-DETACHED DWELLINGS AND 150mm DIA. CONNECTIONS FOR ALL OTHERS, AND ARE TO BE REPLACED FROM THE NEW SEWER MAIN TO EXISTING LATERALS AT THE PROPERTY LINE.
7. UNLESS OTHERWISE NOTED, ALL THE EXISTING SANITARY MANHOLES ARE TO BE EITHER REMOVED OR BROKEN DOWN 1.0m BELOW ROAD GRADE AND BACKFILLED WITH GRANULAR 'B' WITH COMPLETE RESTORATION. FRAMES AND COVERS ARE TO BE SALVAGED AND RETURNED TO THE REGIONAL STORES, 2316 SOUTH SERVICE ROAD, OAKVILLE.
8. WATERMAIN MATERIAL IS TO BE EITHER DUCTILE IRON PRESSURE CLASS 350 AS PER AWWA C-150 OR PVC SDR-18 CL-150 AS PER AWWA C-900.
9. UNLESS OTHERWISE NOTED, ALL EXISTING WATER SERVICES ARE TO BE REPLACED WITH A MIN. 19mm DIA. COPPER FOR RESIDENTIAL DWELLINGS AND 25mm DIA. COPPER FOR INDUSTRIAL AND COMMERCIAL PREMISES AS PER OPSD 1104.010. UNLESS OTHERWISE NOTED, SERVICES ARE TO BE REPLACED FROM THE MAIN TO THE PROPERTY LINE WITH A NEW CURB STOP AND SERVICE BOX AT THE PROPERTY LINE.
10. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY CAPS, PLUGS AND BLOW OFFS REQUIRED FOR TESTING THE NEW WATERMAIN.
11. MAXIMUM ALLOWABLE PIPE JOINT DEFLECTION OF THE WATERMAIN SHALL BE 70% OF THE MANUFACTURER'S SPECIFICATIONS. PIPE BARREL. DEFLECTION IS STRICTLY PROHIBITED.
12. CORROSION PROTECTION IS REQUIRED FOR ALL METALLIC PIPE, VALVES, FITTINGS SERVICES AND HYDRANTS. CATHODIC PROTECTION (ZINC ANODE) AS PER THE DETAILS IN THE REGIONAL DESIGN SPECIFICATIONS OR 8 MIL MEDIUM DENSITY POLYETHYLENE ENCASEMENT AS PER AWWA C-105 SHALL BE USED.
13. AFTER REMOVING VALVE BOXES AND HYDRANTS, BACKFILL WITH COMPACTED GRANULAR 'A'. WHERE EXISTING VALVE CHAMBERS ARE TO BE ABANDONED, ALL VALVES WITHIN THE CHAMBER ARE TO BE LEFT IN PLACE AND THE CHAMBER IS TO BE BROKEN DOWN TO 1.0m BELOW FINAL GRADE AND BACKFILLED WITH NON-SHRINK BACKFILL TO SUBGRADE. THE AFFECTED AREA SHALL BE COMPLETELY RESTORED. ALL HYDRANTS SHOWN FOR REMOVAL SHALL BE RETURNED TO REGIONAL STORES AT 2316 SOUTH SERVICE ROAD, OAKVILLE, UNLESS OTHERWISE NOTED, ALL VALVES WHICH ARE SHOWN FOR REMOVAL SHALL BE DISPOSED OF BY CONTRACTOR.
14. EXISTING WATERMAIN IS TO BE EITHER REMOVED OR PLUGGED AND ABANDONED AS REQUIRED.
15. HYDRANTS ARE TO BE INSTALLED SUCH THAT THE LOWER ROD/STEM LENGTH SHALL NOT EXCEED 1.7m MEASURED FROM THE BREAK-OFF FLANGE.
16. REGIONAL MUNICIPALITY OF HALTON APPROVED MECHANICAL RESTRAINTS ARE TO BE USED ON ALL STANDARD BENDS, VALVES, FITTINGS AND HYDRANTS. REFER TO TABLE.

RESTRAINED LENGTHS FOR ALL WATERMAIN

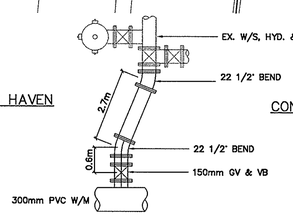
PIPE SIZE	90° H. BEND	11 1/4° H. BEND	22 1/2° H. BEND	45° H. BEND	SIZE ON SIZE TEE	VALVE, HYD., DEAD END	45° V. OFFSET*	22 1/2° V. OFFSET*
150mm	3.71m	–	–	–	–	–	–	–
300mm	–	0.67m	1.37m	2.83m	BR. ONLY	28.92m	11.97m / 1.61m	5.76m / 0.79m

200x150mm REDUCING TEE: BRANCH ONLY, ASSUMING 3m MIN. ATTACHED RUN LENGTH
300x150mm REDUCING TEE: BRANCH ONLY, ASSUMING 3m MIN. ATTACHED RUN LENGTH
300x200mm REDUCING TEE: BRANCH ONLY, ASSUMING 3m MIN. ATTACHED RUN LENGTH

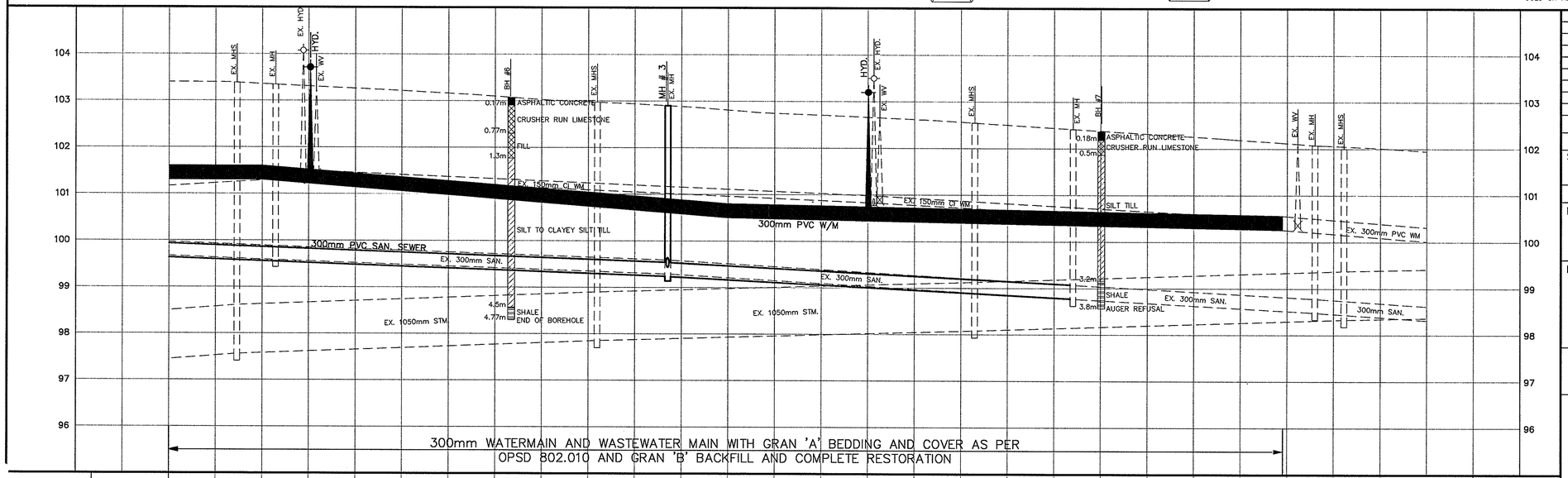
*FIRST NUMBER REPRESENTS THE DOWN BEND
SECOND NUMBER REPRESENTS THE UP BEND



CON. DETAIL HIKER'S HAVEN
N.T.S.



CON. DETAIL 165 CROSS AVE.
N.T.S.



℄ ELEVATIONS	103.40, 103.40, 103.36, 103.31, 103.28, 103.22, 103.16, 103.10, 103.03, 102.99, 102.94, 102.88, 102.81, 102.74, 102.70, 102.66, 102.62, 102.56, 102.50, 102.44, 102.38, 102.32, 102.28, 102.26, 102.25, 102.26, 102.26
WATERMAIN INVERTS	
SANITARY INVERTS	142.0m @ 0.37% (S 99.51, N 99.41); 87.0m @ 0.45% (W 99.24, E 99.21); (W 98.82, E 98.77 (EXIST.))
CHAINAGE	0+100, 0+120, 0+140, 0+160, 0+180, 0+200, 0+207.09, 0+220, 0+240, 0+260, 0+280, 0+294, 0+300, 0+320, 0+339, 0+350

O- 13130

PR-1782B-01 2 OF 2

Nº	Date	By	REVISIONS	MANU	CAD
	JULY/05	D.C.	AS CONSTRUCTED – PLAN ONLY		

Design	BK	Ch'kd	Date SEPTEMBER 2001
Drawn	DC	Ch'kd	
Scale Horiz. 1:500 Vert. 1:50			References

APPROVALS

Municipal

Regional

Director, Engineering Services

Manager, Design Services

Field Notes: REGION BOOK 675

Stamp

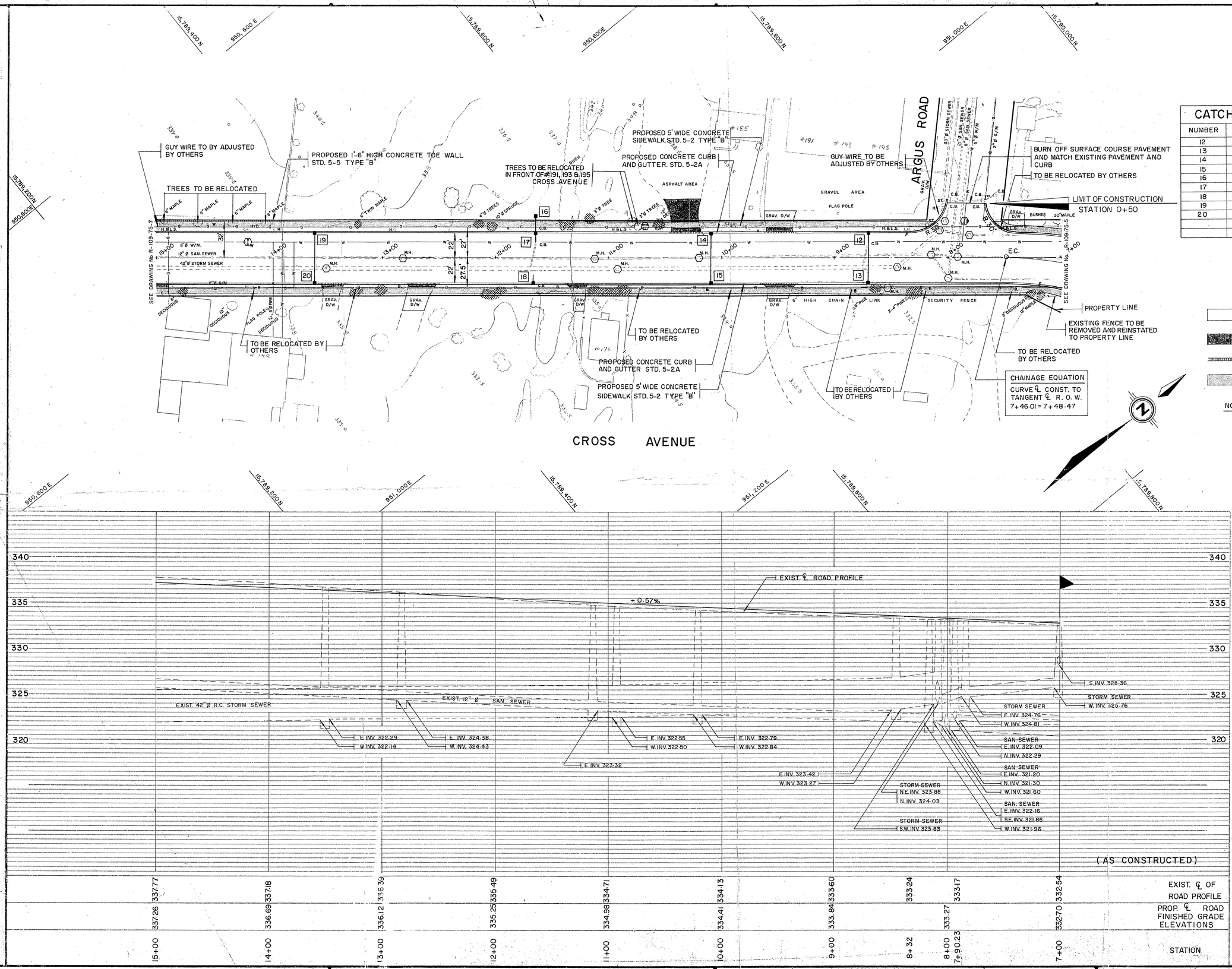
Halton

WATERMAIN AND WASTEWATER MAIN REPLACEMENT ON
CROSS AVENUE
OAKVILLE
FROM 60m± E. OF LYONS LN.
TO 45m± W. OF ARGUS ROAD

Consultant File Nº: O- 13130

CONTRACT Nº: WS-1782B-01

Drawing Nº: SHEET 2 OF 2



CATCHBASIN DATA – SYMBOL ☐

NUMBER	STATION	OFFSET FROM ℄	STRUCTURE	COVER	COMMENTS
12	8+71	IN CURB	2-1B	2-5B	
13	8+71	IN CURB	2-1B	2-5B	
14	10+10	IN CURB	2-1B	2-5B	
15	10+10	IN CURB	2-1B	2-5B	
16	11+65	36' RIGHT	2-1B	2-5	℄ DITCH
17	11+65	IN CURB	2-1B	2-5B	
18	11+67	IN CURB	2-1B	2-5B	
19	13+60	IN CURB	2-1B	2-5B	
20	13+60	IN CURB	2-1B	2-5B	

LEGEND

- PROPOSED GRAVEL FOR DRIVEWAYS AND PARKING AREAS.
- PROPOSED PAVEMENT FOR DRIVEWAYS, BOULEVARDS AND PARKING AREAS.
- CONCRETE CURB ··· WITH DROP CURB.
- PROPOSED CONCRETE SIDEWALK.

NOTES:

1) ALL C.B. LEADS TO BE 12" Ø E.S. CONCRETE PIPE AT 1% SLOPE UNLESS OTHERWISE SHOWN.
2) C.B.M. – S.W. CORNER CONCRETE PAD AT FRONT ENTRANCE TO DUNCAN'S INDUSTRIAL HARDWARE – ELEV. 337.04.
3) CATCHBASIN OFFSETS ARE TO TOP OF BACK OF GRATE.
4) ADJUST EXISTING M.H. FRAME AND COVERS AND WATER VALVES TO SUIT FINISHED GRADE – SYMBOL ⬡

GENERAL NOTES

- ALL DRIVEWAYS GRAVEL UNLESS OTHERWISE NOTED.
- ALL SERVICE LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED ACCURATELY IN THE FIELD.

- GAS AS SHOWN
- WATER AS SHOWN
- BELL U/G AS SHOWN

LEGEND

	DENOTES	BENCH MARK ELEVATION
STM. M.H.	"	STORM SEWER & MANHOLE
SAN. M.H.	"	SANITARY SEWER & MANHOLE
—W—W— W.V. —W—W—	"	WATERMAIN & VALVE
—G—G— G.V. —G—G—	"	GASMAIN & VALVE
—B—B—B—B—B—	"	BELL TELEPHONE BURIED CABLE
H.P.	"	HYDRO POLE & GUY ANCHOR
HYD.	"	HYDRANT

TOWN OF OAKVILLE

DEPARTMENT OF PUBLIC WORKS

PROPOSED RECONSTRUCTION ON

CROSS AVENUE

FROM STATION 7+00 TO STATION 15+00

FLD. BK. No. J.A.-1

SCALES – HOR: 1" = 40' VERT: 1" = 5'

DATE: JULY 1975	DESIGN BY: R.G.H.
DRAWN BY: D.A.	SURVEY BY: J.A./T.Q.
CH'KD BY: L.D.McL.	INSPECTOR:
FILE № : R-109-75	CONTRACTOR:

PLAN № R-109-75-6

SHEET 6 OF 17

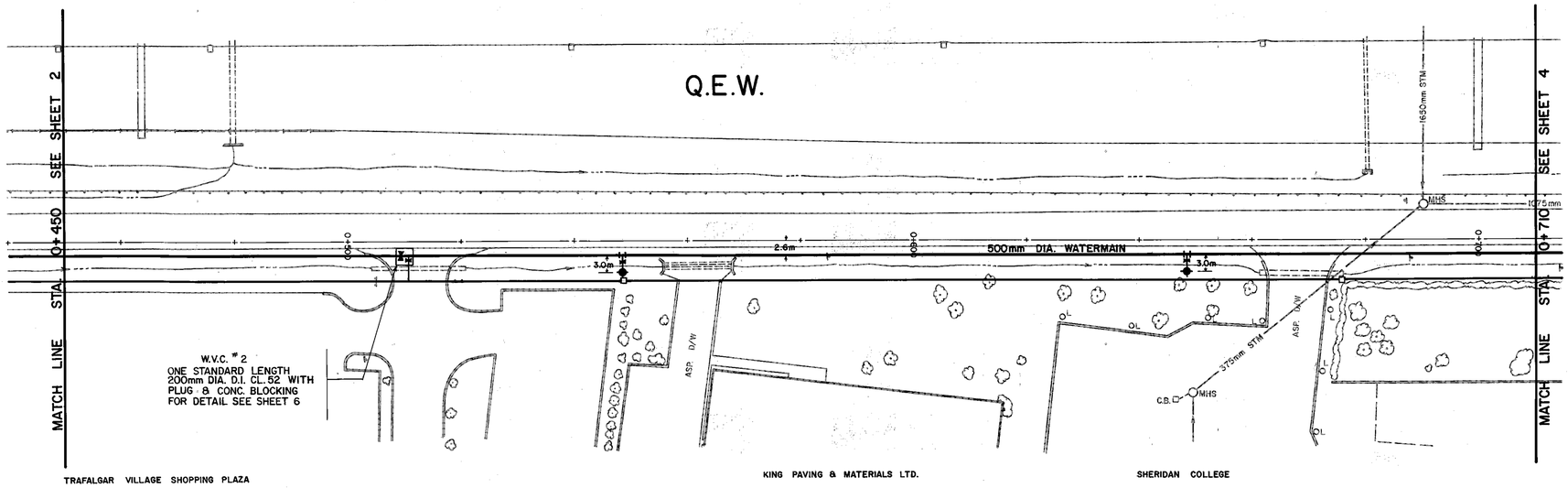
DATE	REVISIONS	BY
SEPT. 26, 1975	RELOCATE TREES IN FRONT #191, 193 & 195 CROSS AVENUE.	R.G.H.
OCT. 23, 1975	REVISED SIDEWALK LOCATION ON SOUTH SIDE OF CROSS AVENUE.	R.G.H.

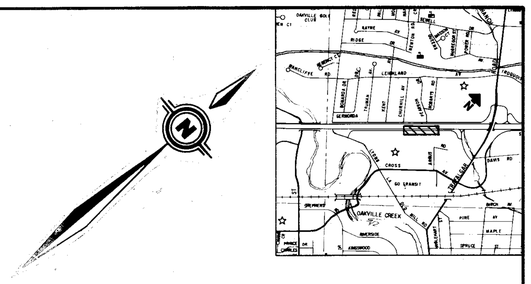
R-109-75

CROSS AVE

CROSS AVE

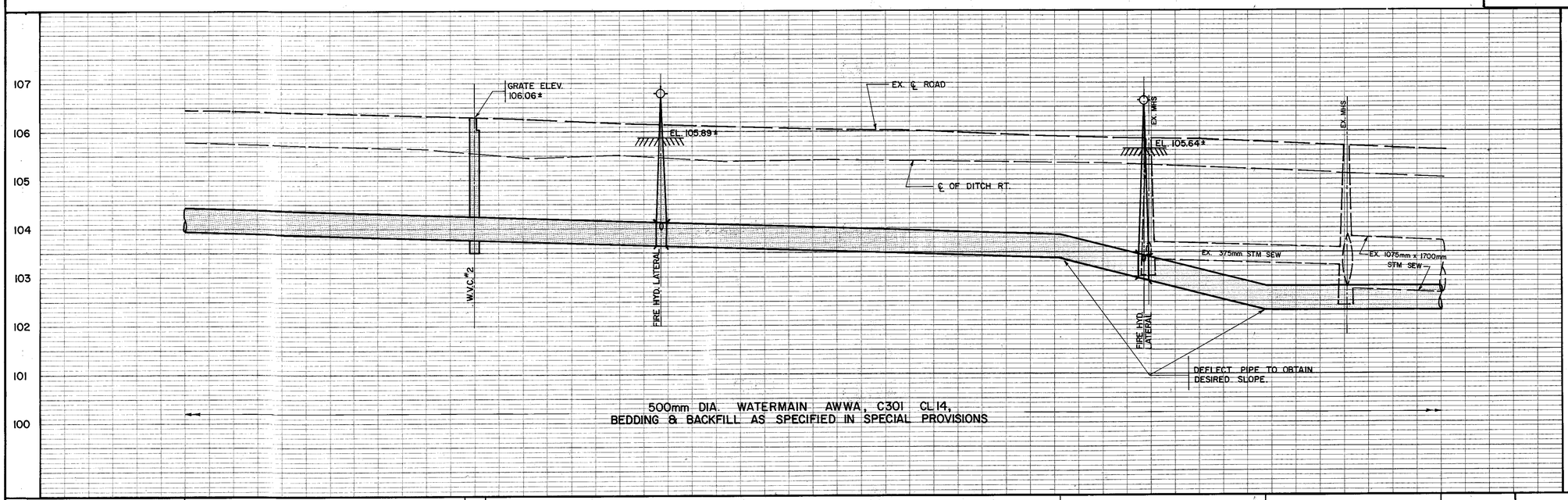
METRIC





WATERMAIN DATA					
ITEM	STATION	℄ CONSTR. OFFSET	STD.	INVERT ELEV.	REMARKS
W.V.C. #2	0+510.522	2.6m RT	—	103.763	FOR DETAIL SEE SHEET 6
FIRE HYD. & SEC. G.V.	0+548.334	2.6m RT	441	103.640	BRANCH TANGENT TOP
FIRE HYD. & SEC. G.V.	0+648.333	2.6m RT	441	102.944	BRANCH TANGENT TOP

SOUTH SERVICE ROAD



Nº	Date	By	REVISIONS
1	22/02/82	M.P.S.	AS CONSTRUCTED

Design	G.E.R.	Checked	
Drawn	M.P.S.	Checked	

Date: NOV. 1980

Scale: HORIZ. 10 5 0 10; VERT. 2 0

REFERENCES

FIELD NOTES

APPROVALS

Municipal

Regional — 81-01-26 DIRECTOR OF PUBLIC WORKS

MANAGER OF DESIGN — 81-01-23

STAMP

MUNICIPALITY: THE REGIONAL MUNICIPALITY OF Halton PUBLIC WORKS DEPARTMENT

TITLE: 500mm DIA. WATERMAIN SOUTH SERVICE ROAD TOWN OF OAKVILLE STA. 0+450 TO STA. 0+710

MUNICIPAL DRAWING Nº

REGIONAL DRAWING Nº 0-4220

CONTRACT Nº W-570-81

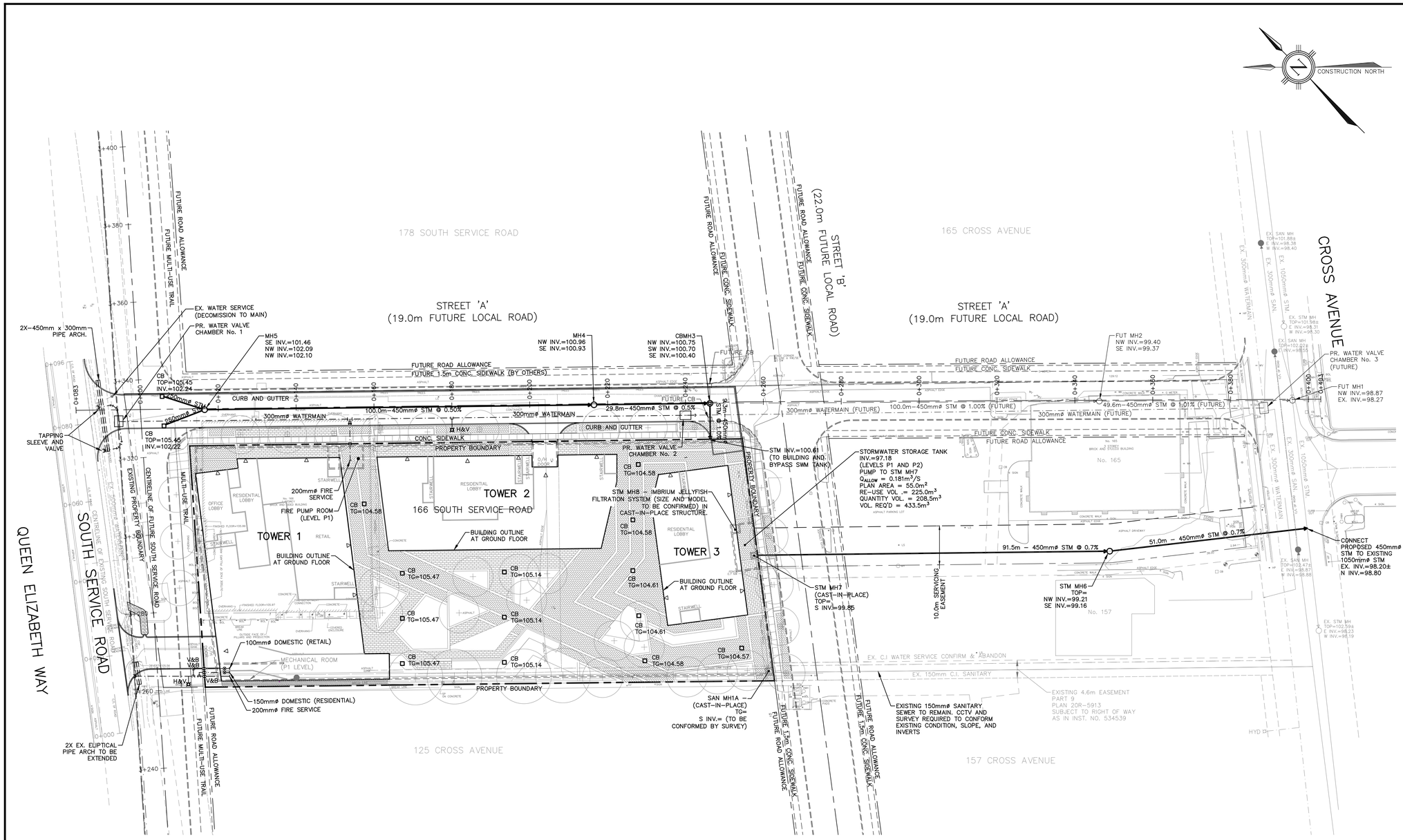
SHEET 3 OF 6

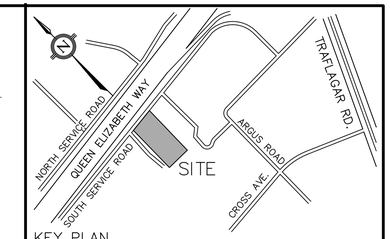
WATERMAIN INVERTS	
183.100 m @ −0.34 %	
103.763	
103.763	
4.193 m @ −0.00%	
120.732m @ −0.33 %	
103.367	
43.944m @ −2.43%	
102.300	
164.188m @ 0.00%	

CHAINAGE: 0+450, 0+460, 0+480, 0+500, 0+508.342, 0+512.536, 0+520, 0+540, 0+560, 0+580, 0+600, 0+620, 0+633.267, 0+640, 0+660, 0+677.198, 0+680, 0+700, 0+710

0-4220

APPENDIX ‘G’





KEY PLAN

LEGEND

- PROPOSED STORM MANHOLE
- PROPOSED STORM CATCHBASIN
- PROPOSED STORM MANHOLE (FUTURE)
- PROPOSED STORM CATCHBASIN (FUTURE)
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED VALVE & BOX
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPERTY BOUNDARY

NOTE:
ALL INFRASTRUCTURE SHOWN ON THIS PLAN IS TO BE VERIFIED. INVERTS & LENGTHS ARE APPROXIMATE. THIS DWG IS FOR DISCUSSION PURPOSES ONLY.

NO.	DATE	BY/DRAWN	REVISIONS
1	19/05/2022	JN/GL	ISSUED FOR REZONING /OPA

CAD FILE: 1736GS.dwg | PLOT SCALE: 1:1 | PLOT DATE: May 19, 2022

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM THE TOWN OF OAKVILLE BENCHMARKS:
No. 236
ELEVATION=159.311m
No. 258
ELEVATION=185.692m

LOCAL BENCHMARK

CUT CROSS ON CURB LOCATED APPROXIMATELY 4.5m SOUTHWEST AND 4.3m SOUTHEAST OF THE MOST WESTERN CORNER OF SUBJECT PROPERTY, AS SHOWN ON THE FACE OF THE PLAN.
ELEVATION=106.09m

THE TOPOGRAPHIC DETAIL SHOWN HEREON WAS ACQUIRED ON APRIL 21, 2021, BY J.D.BARNES LTD, LAND INFORMATION SPECIALISTS

LICENSED PROFESSIONAL ENGINEER J.T. NELSON 100199389 19 MAY 2022 PROVINCE OF ONTARIO

DESIGNED BY | APPROVED BY

CONSULTANT

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

PROJECT TITLE

DISTRIKT MIDTOWN
TOWN OF OAKVILLE

LOCATION

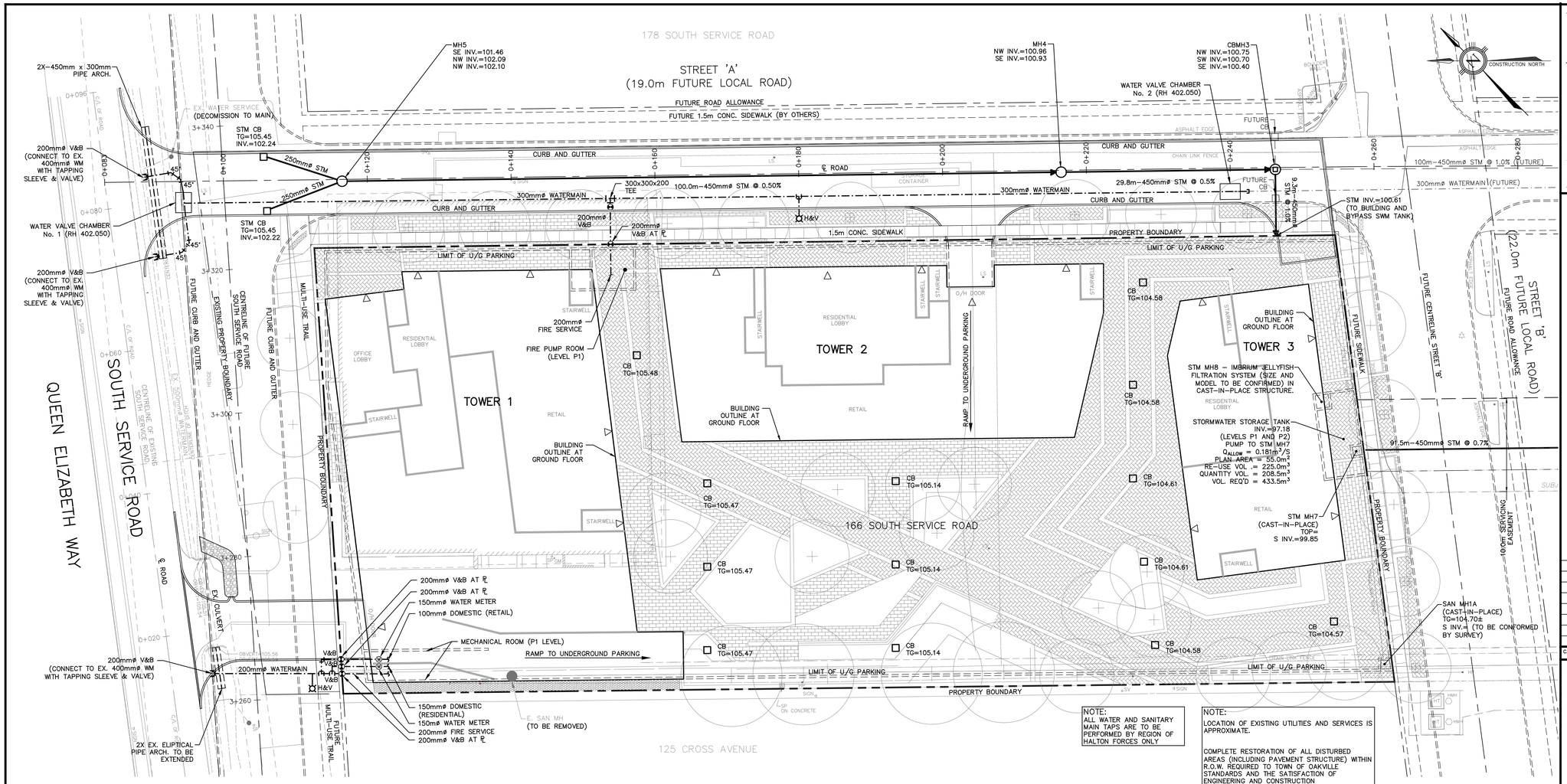
166 SOUTH SERVICE ROAD EAST

DRAWING TITLE

OVERALL CONCEPTUAL SERVICING PLAN

SCALE	1:500	DESIGN BY	JN	PROJECT No.	1736
DRAWN BY	GL	CHECKED BY	JN	PLAN No.	S1
DATE	2022/04/29	SHEET	1 OF 1		

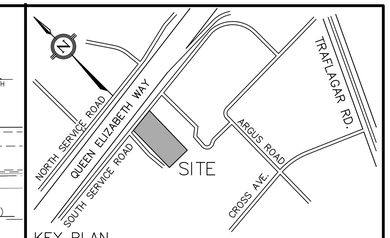
FILENAME: P:\1736 166 South Service Road\Drawings\DWG\1736GS.dwg
PLOTDATE: May 19, 2022 - 11:19am



NOTE:
ALL WATER AND SANITARY MAIN TAPS ARE TO BE PERFORMED BY REGION OF HALTON FORCES ONLY

NOTE:
LOCATION OF EXISTING UTILITIES AND SERVICES IS APPROXIMATE.

COMPLETE RESTORATION OF ALL DISTURBED AREAS (INCLUDING PAVEMENT STRUCTURE) WITHIN R.O.W. REQUIRED TO TOWN OF OAKVILLE STANDARDS AND THE SATISFACTION OF ENGINEERING AND CONSTRUCTION



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LEGEND

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- PROPERTY BOUNDARY

GENERAL NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS OF THE REGIONAL MUNICIPALITY OF HALTON (INCLUDING REGION OF HALTON'S CONTRACTOR INFORMATION PACKAGE), TOWN OF OAKVILLE AND THE ONTARIO BUILDING CODE (PART 7). ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND DRAWINGS (OPSS & OPSD) SHALL BE USED IN ABSENCE OF LOCAL STANDARDS.
2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL, MECHANICAL AND LANDSCAPE DRAWINGS.
3. ALL INFORMATION SHOWN REGARDING THE LOCATION AND SIZE OF EXISTING UTILITIES AND/OR SERVICES HAS NOT BEEN VERIFIED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF UTILITIES PRIOR TO CONSTRUCTION AND PROTECTING AND MAINTAINING DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL CHECK AND VERIFY ALL GIVEN GRADES AND ELEVATIONS PRIOR TO CONSTRUCTION AND REPORT ALL DISCREPENCIES TO THE ENGINEER.
5. ALL GRADING CHANGES SHALL BE APPROVED BY THE ENGINEER AND TOWN OF OAKVILLE PRIOR TO IMPLEMENTATION.
6. THE CONTRACTOR SHALL CLEAN ALL MUD TRACKED ON TO ADJACENT ROADWAYS.

SERVICING NOTES

1. ALL UTILITIES SHALL BE BACKFILLED WITH GRANULAR BACKFILL COMPACTED TO 98% S.P.M.D.D. NATIVE BACKFILL MAY BE USED WITH THE PERMISSION OF THE GEOTECHNICAL CONSULTANT. BEDDING AND COVER MATERIAL SHALL BE PER THE GEOTECHNICAL CONSULTANT'S RECOMMENDATIONS.
2. BACKFILLING AND RESTORATION WITHIN THE PUBLIC ROW SHALL BE IN ACCORDANCE WITH THE TOWN OF OAKVILLE ROAD CUT PERMIT AND TO THE SATISFACTION OF THE ENGINEERING & CONSTRUCTION DEPARTMENT.
3. SURROUND ALL MANHOLES WITH A MINIMUM OF 1.5m COMPACTED GRANULAR 'C' BACKFILL.
4. ALL ENDS OF SERVICE CONNECTIONS SHALL BE MARKED WITH 50x100 LUMBER PLACED FROM INVERT OF SERVICE TO 1.0m ABOVE GRADE.

STORM SEWERS

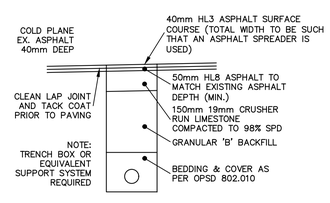
1. ALL STORM SEWERS 600 mm AND SMALLER SHALL BE PVC SDR35 CSA B182.2 WITH BEDDING PER OPSD 802.010 UNLESS OTHERWISE NOTED.
2. ALL STORM SEWERS 675 mm AND LARGER SHALL BE REINFORCED CONCRETE PIPE CLASS 65-D CSA A257.2 COMPLETE WITH BEDDING PER OPSD 802.030.
3. CATCHBASIN SHALL BE PER OPSD 705.010, DOUBLE CATCHBASIN PER OPSD 705.020 c/w GRATE PER OPSD 400.100.
4. ALL CB AND CBMH IN PAVED AREAS SHALL BE INSTALLED WITH 3.0m-100mm PERFORATED PIPE c/w FILTER SOCK EXTENDING OUT FROM THE CB AND LOCATED BELOW THE SUBGRADE SURROUNDED BY 50mm GRANULAR 'A'.
5. ALL CB LEADS SHALL BE 250mmø AT 1.0% UNLESS OTHERWISE NOTED.
6. ALL DCB OR DI SHALL BE 300mmø AT 1.0% UNLESS OTHERWISE NOTED.
7. CATCHBASINS IN LANDSCAPE AREAS SHALL BE SUMPLESS AND WITH 'BEEHIVE' TOP PER TOWN STD. 5-2.
8. ALL STORM MH'S SHALL BE 1200mmø PER OPSD 701.010 c/w COVER PER OPSD 401.010, UNLESS OTHERWISE NOTED.
9. ALL CATCHBASIN MANHOLES SHALL BE BENCHED.

SANITARY SEWERS

1. ALL SANITARY SEWERS SHALL BE PVC SDR28, BEDDING PER OPSD 802.010*.
2. SANITARY MANHOLE SHALL BE AS PER OPSD 701.010* c/w COVER PER OPSD 401.010*.
3. * INDICATES O.P.S.D. CAN BE USED MODIFIED BY REGION OF HALTON.

WATERMAIN NOTES

1. 100mm AND LARGER SERVICES SHALL BE PVC, C-900, CLASS 150, SDR18 c/w MECHANICAL RESTRAINTS & TRACER WIRE PER REGION OF HALTON REQUIREMENTS.
2. 50mm AND SMALLER SERVICE SHALL BE TYPE "K" SOFT COPPER TUBING.
3. BEDDING ON WATER SERVICE SHALL BE PER OPSD 802.010*.
4. VALVE AND BOX FOR 100mm TO 300mm WATER SERVICE PER REGION OF HALTON STDS.
5. COVER SHALL BE 1.7m MIN. UNLESS OTHERWISE NOTED.
6. CONNECTION TO EXISTING WATERMAIN SHALL BE PER REGION OF HALTON STD RH 409.01.
7. WATER SYSTEM SHALL BE PRESSURE TESTED TO 150 PSI FOR 3 HRS AND WITNESSED BY REGION OF HALTON.
8. HYDRANTS SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C502 AND SHALL HAVE STEAMER PORTS AS PER REGION STANDARD SPECIFICATIONS (SEE NOTE 11). ALL HYDRANTS SHALL BE INSTALLED AS PER OPSD 1105.010*. IF HYDRANT BARREL DEPTH EXCEEDS 1.7m A HYDRANT THAT CAN BE RAISED FROM THE BOTTOM WITHOUT INCREASING ROD LENGTH IS TO BE USED.
9. * INDICATES O.P.S.D. CAN BE USED AS MODIFIED BY REGION OF HALTON.
10. MINIMUM LATERAL SEPARATION FROM OTHER UTILITIES IS 2.5m
11. STORZ PUMPER CONNECTION FOR HYDRANTS AS FOLLOWS: TWO (2) 63.5mm (2 1/2") WITH CSA STANDARD THREAD, 63.5mm I.D., 5 THREADS PER 25mm, 31.75mm SQUARE OPERATING NUT; AND STORZ CAP PAINTED GLOSS BLACK.
12. WATER SERVICES/MAINS SHALL BE TESTED & DISINFECTED AS PER ANSI/AWWA C651-99 AND REGION OF HALTON REQUIREMENTS.
13. NEW WATER SERVICES TO HAVE PHYSICAL SEPARATION FROM LIVE WATER SERVICES FOR TESTING PURPOSES.

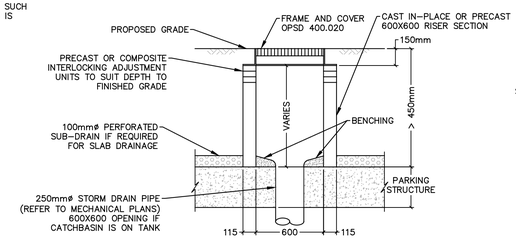


TYPICAL TRENCH RESTORATION

NTS

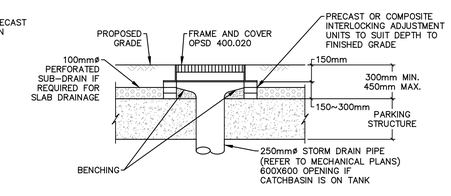
NOTE:

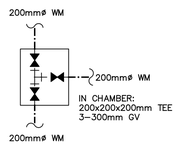
1. PLACE HL8 ASPHALT TO MATCH EX SURFACE.
2. IN FOLLOWING CONSTRUCTION SEASON GRIND ASPHALT 40mm DEEP AND PLACE 40mm HL3 ASPHALT.



CATCHBASIN DETAIL ON PARKING STRUCTURE

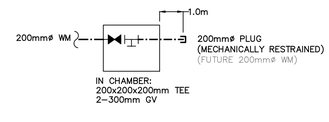
1:25





VALVE CHAMBER No.1
(RH 402.050)

N.T.S.



VALVE CHAMBER No.2
(RH 402.050)

N.T.S.

NO.	DATE	BY/DRAWN	REVISIONS
1	19/05/2022	JN/GL	ISSUED FOR REZONING /OPA

CAD FILE: 1736GS.dwg | PLOT SCALE: 1:1 | PLOT DATE: May 19, 2022

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LICENSED PROFESSIONAL ENGINEER
J. T. NELSON
100196989
19 MAY 2022
PROVINCE OF ONTARIO

DESIGNED BY | APPROVED BY

CONSULTANT
TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

PROJECT TITLE
DISTRIKT MIDTOWN
TOWN OF OAKVILLE

LOCATION
166 SOUTH SERVICE ROAD
EAST

DRAWING TITLE
PRELIMINARY SERVICING PLAN

SCALE	1:300	DESIGN BY	JN	PROJECT No.	1736
DRAWN BY	GL	CHECKED BY	JN	PLAN No.	S2
DATE	2022/04/29	SHEET	1 OF 1		

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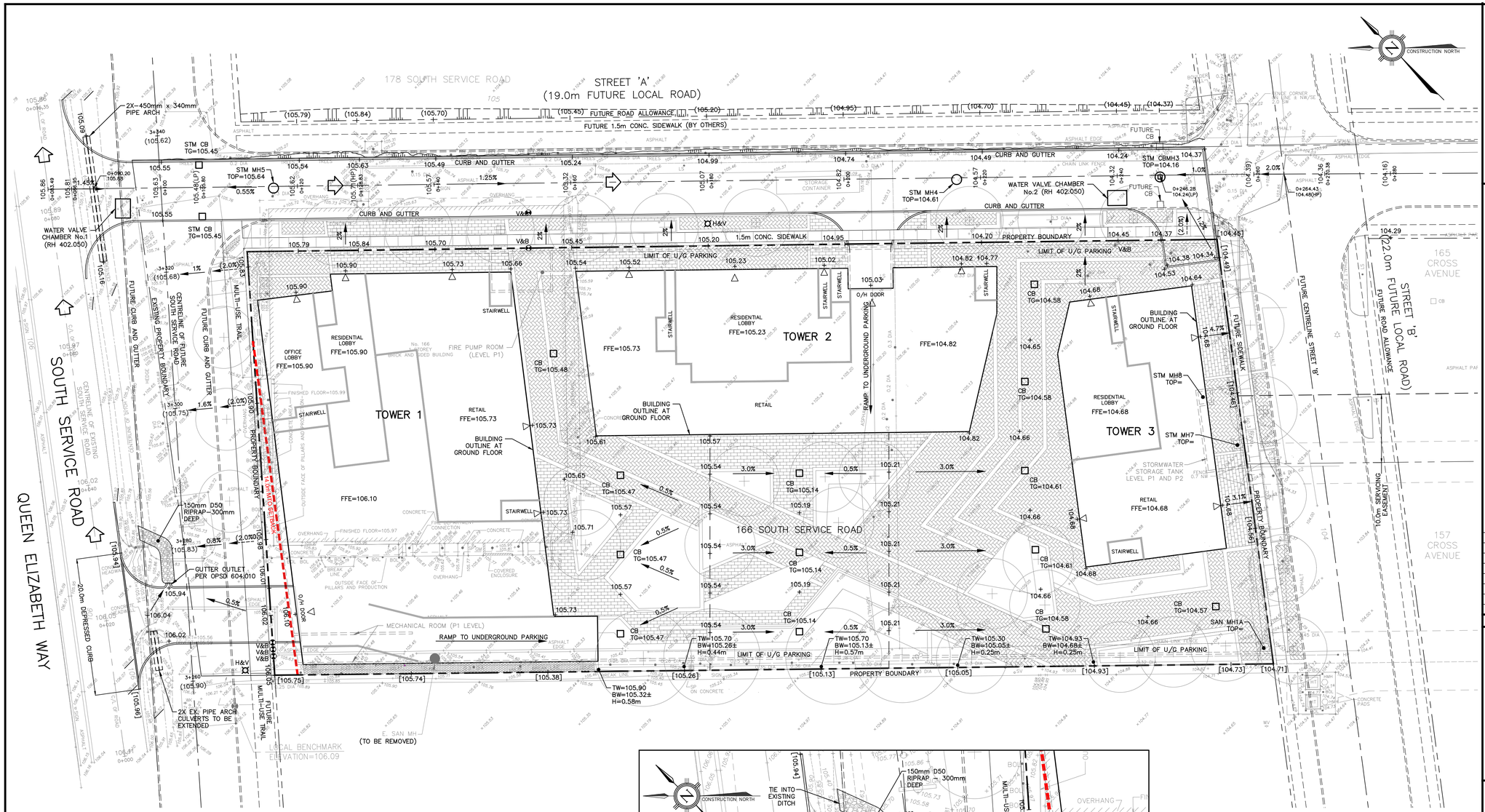
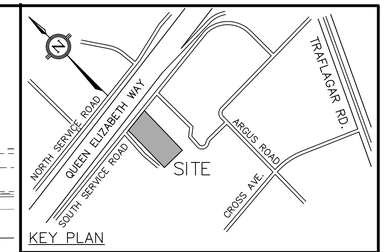
PLOTDATE: May 19, 2022 - 2:22 PM





KEY PLAN

LEGEND

- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE (FUTURE)
- PROPOSED STORM CATCHBASIN (FUTURE)
- PROPOSED FIRE HYDRANT
- PROPOSED VALVE & BOX
- PROPERTY BOUNDARY
- 103.75 EXISTING ELEVATION
- 103.75 EXISTING ELEVATION TO REMAIN
- +104.57 PROPOSED FINISHED ELEVATION
- [104.57] FUTURE PROPOSED FINISHED ELEVATION
- +(104.57) PROPOSED FUTURE GRADE ELEVATION
- 2% PROPOSED DRAINAGE DIRECTION/SLOPE
- (2.0%) PROPOSED DRAINAGE DIRECTION/SLOPE (FUTURE)
- PROPOSED SWALE DRAINAGE DIRECTION/SLOPE
- PROPOSED OVERLAND FLOW DIRECTION
- PROPOSED SLOPE
- 14.0m MTO SETBACK

NO.	DATE	BY/DRAWN	REVISIONS
1	09/05/2022	JN/GL	ISSUED FOR REZONING /OPA

CAD FILE: 1736GS.dwg | PLOT SCALE: 1:1 | PLOT DATE: May 19, 2022

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LICENSED PROFESSIONAL ENGINEER J.T. NELSON 100199389 MAY 20, 2022 PROVINCE OF ONTARIO

DESIGNED BY | APPROVED BY

CONSULTANT

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

PROJECT TITLE

DISTRIKT MIDTOWN
TOWN OF OAKVILLE

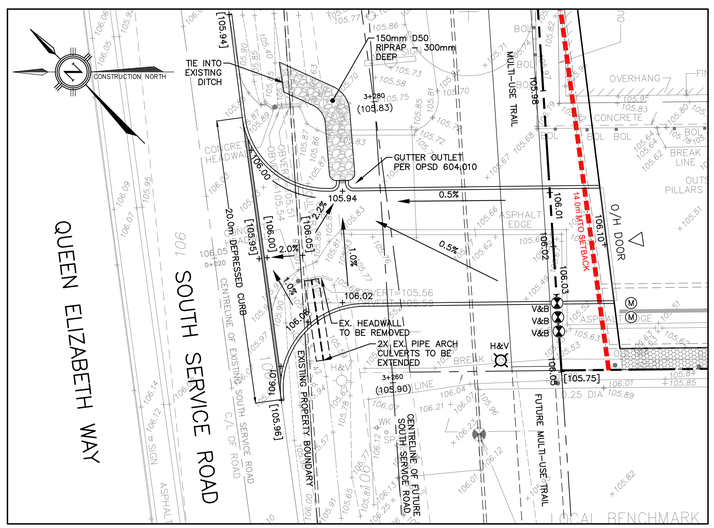
LOCATION

166 SOUTH SERVICE ROAD EAST

DRAWING TITLE

PRELIMINARY GRADING PLAN

SCALE	1:300	DESIGN BY	JN	PROJECT No.	1736
DRAWN BY	GL	CHECKED BY	JN	PLAN No.	G1
DATE	2022/04/29	SHEET	1 OF 1		



SOUTH SERVICE ROAD ENTRANCE DETAIL

SCALE 1:200

GRADING NOTES

1. SEDIMENT CONTROL MEASURES INCLUDING SILT FENCE AND MUD PAD ETC. SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION, CHECKED AND REPAIRED ON A REGULAR BASIS, AND LEFT IN PLACE UNTIL PAVING AND LANDSCAPING IS COMPLETED. SEDIMENT CONTROL WHEN REMOVED SHALL BE DISPOSED OFF-SITE.
2. ALL TOPSOIL SHALL BE STRIPPED PRIOR TO GRADING.
3. ALL FILL PLACEMENT SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERS RECOMMENDATIONS.
4. RETAINING WALLS WITH A HEIGHT GREATER THAN 0.6m ARE TO BE DESIGNED AND STAMPED BY A PROFESSIONAL ENGINEER.
5. ALL DISTURBED AREAS TO BE RESTORED WITH 200mm TOPSOIL AND SOD.
6. ALL DISTURBED AREAS WITH IN PUBLIC R.O.W TO BE REINSTATED TO THE SATISFACTION OF THE ENGINEERNG & CONSTRUCTION DEPARTMENT. EXISTING BLVD. AREAS TO BE REINSTATED WITH 200mm TOPSOIL AND SOD.
7. REFER TO GEOTECHNICAL REPORT FOR PAVEMENT STRUCTURE

PAVEMENT STRUCTURE (ABOVE PARKING GARAGE ROOF)

HL-3	40mm
HL-8	40mm
GRANULAR 'A'	75mm (MINIMUM)

PAVEMENT STRUCTURE (ON GRADE AND PRIVATE DRIVEWAY))

HL-3	40mm
HL-8	60mm
19mmCRL	
(OR GRANULAR 'A')	150mm
GRANULAR 'B' (TYPE 1)	300mm

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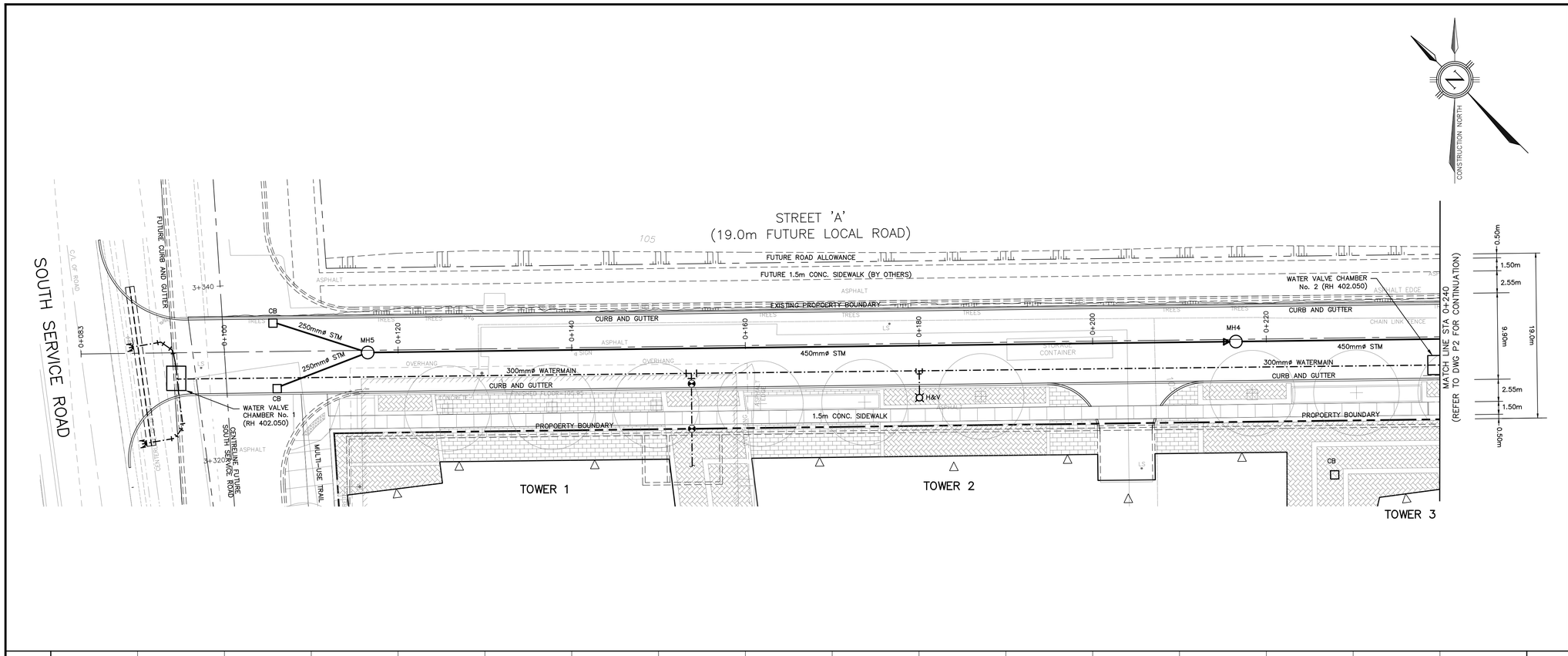
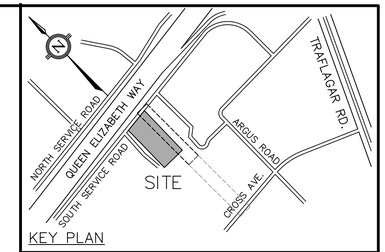
PLOTDATE: May 19, 2022 - 11:22am





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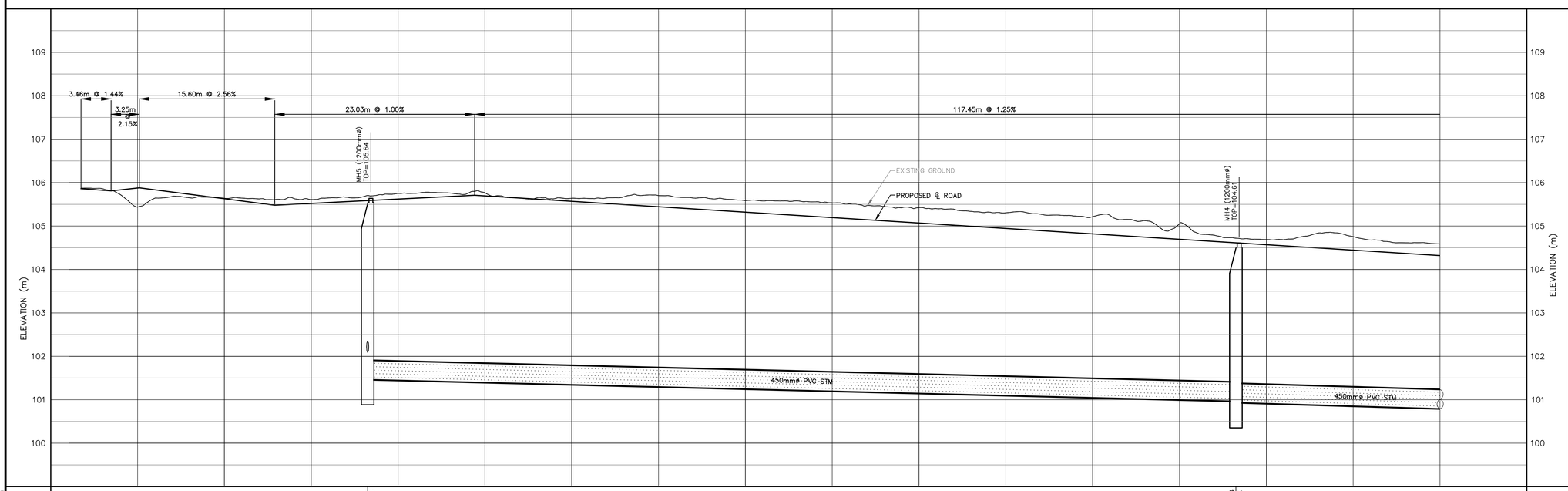

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CHAINAGE	0+083.49	0+086.95	0+090.20	0+100	0+105.80	0+120	0+128.83	0+140	0+160	0+180	0+200	0+220	0+240

NO.	DATE	BY/DRAWN	REVISIONS
1	19/05/2022	JN/GL	ISSUED FOR REZONING /OPA

CAD FILE: 17736GS.dwg | PLOT SCALE: 1:1 | PLOT DATE: May 19, 2022

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100199369
19 MAY 2022
PROVINCE OF ONTARIO

DESIGNED BY | APPROVED BY

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PROJECT TITLE
DISTRIKT MIDTOWN
TOWN OF OAKVILLE

LOCATION
166 SOUTH SERVICE ROAD EAST

DRAWING TITLE
STREET A PLAN–PROFILE
STA 0+083.49 TO 0+240

SCALE H 1:250 V 1:50	DESIGN BY JN	PROJECT No. 1736	
DRAWN BY GL	CHECKED BY JN	PLAN No. P1	
DATE 2022/04/29	SHEET 1 OF 1		

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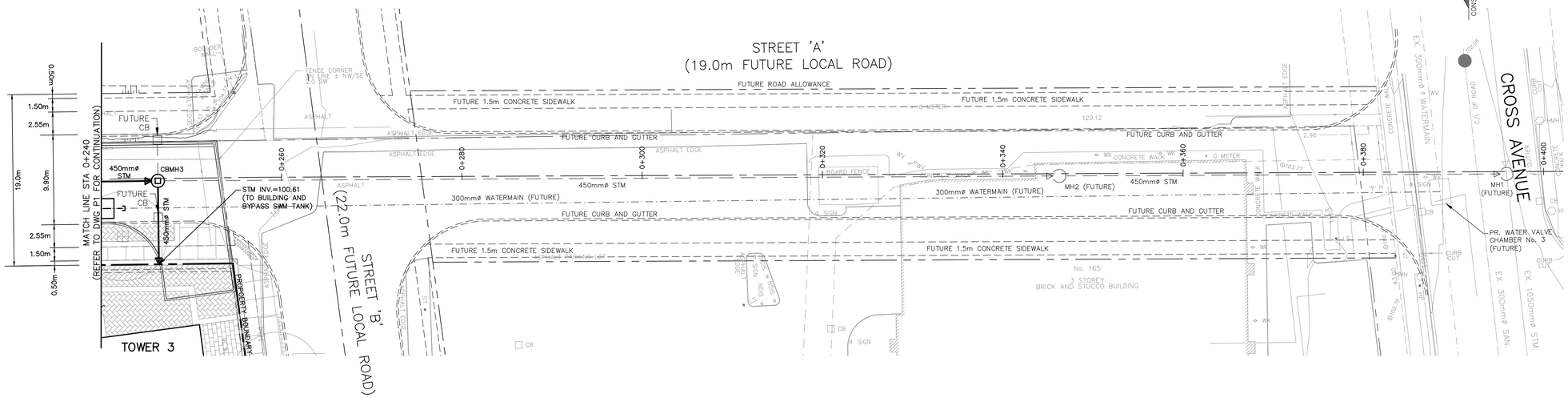
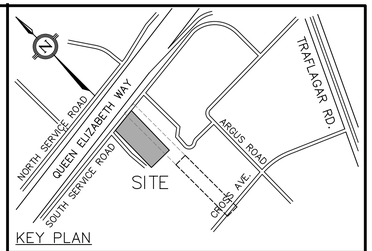
PLOTDATE: May 19, 2022 12:20pm

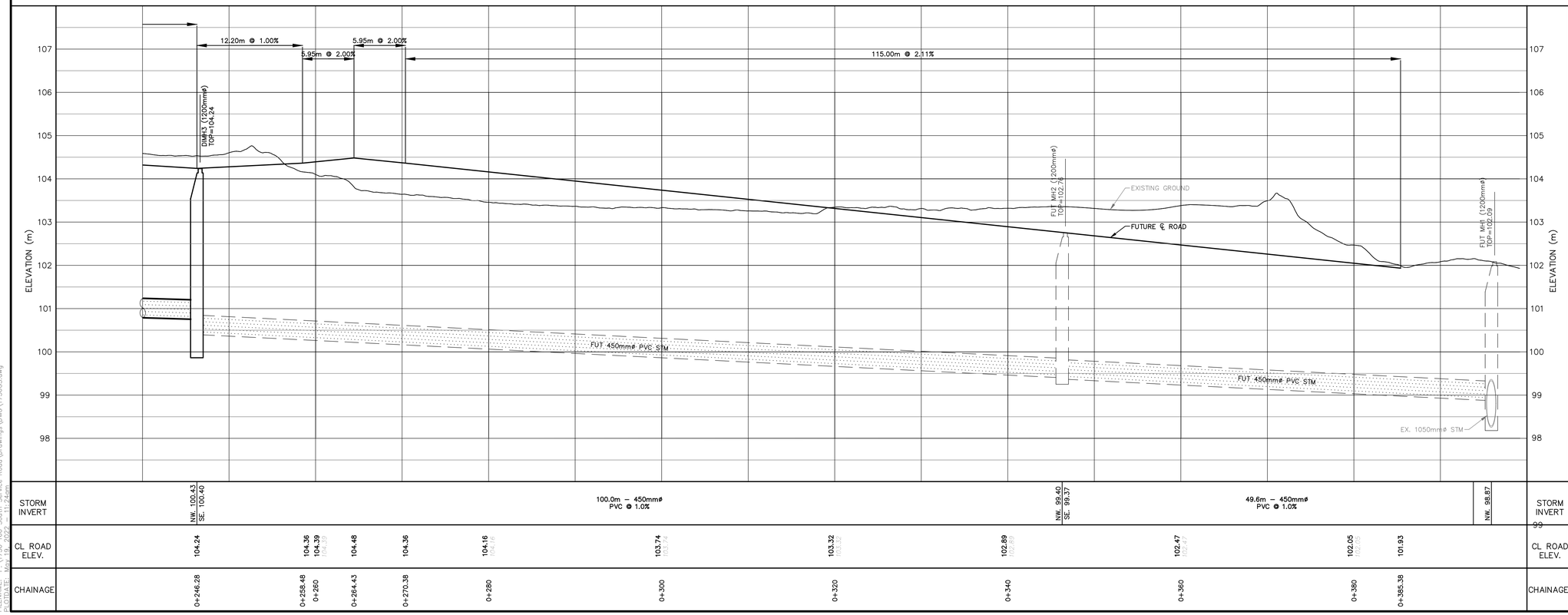




KEY PLAN

LEGEND

- PROPOSED STORM MANHOLE
- PROPOSED STORM CATCHBASIN
- PROPOSED STORM MANHOLE (FUTURE)
- PROPOSED STORM CATCHBASIN (FUTURE)
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED VALVE & BOX
- PROPERTY BOUNDARY
- PROPOSED DRAINAGE DIRECTION
- PROPOSED SWALE DRAINAGE DIRECTION
- PROPOSED OVERLAND FLOW DIRECTION
- PROPOSED SLOPE



NO.	DATE	BY/DRAWN	REVISIONS
1	19/05/2022	JN/GL	ISSUED FOR REZONING /OPA

CAD FILE: 17736GS.dwg | PLOT SCALE: 1:1 | PLOT DATE: May 19, 2022

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO GEODETIC DATUM AND ARE DERIVED FROM THE TOWN OF OAKVILLE BENCHMARKS:
No. 236
ELEVATION=159.311m
No. 258
ELEVATION=185.692m

LOCAL BENCHMARK

CUT CROSS ON CURB LOCATED APPROXIMATELY 4.5m SOUTHWEST AND 4.3m SOUTHEAST OF THE MOST WESTERN CORNER OF SUBJECT PROPERTY, AS SHOWN ON THE FACE OF THE PLAN.
ELEVATION=106.09m

THE TOPOGRAPHIC DETAIL SHOWN HEREON WAS ACQUIRED ON APRIL 21, 2021, BY J.D.BARNES LTD, LAND INFORMATION SPECIALISTS

LICENSED PROFESSIONAL ENGINEER J. T. NELSON 100199969 19 MAY 2022 PROVINCE OF ONTARIO

DESIGNED BY | APPROVED BY

CONSULTANT

TRAFALGAR ENGINEERING
#1-481 MORDEN ROAD, OAKVILLE, ON, L6K 3W6
www.trafalgareng.com

PROJECT TITLE

DISTRIKT MIDTOWN
TOWN OF OAKVILLE

LOCATION

166 SOUTH SERVICE ROAD EAST

DRAWING TITLE

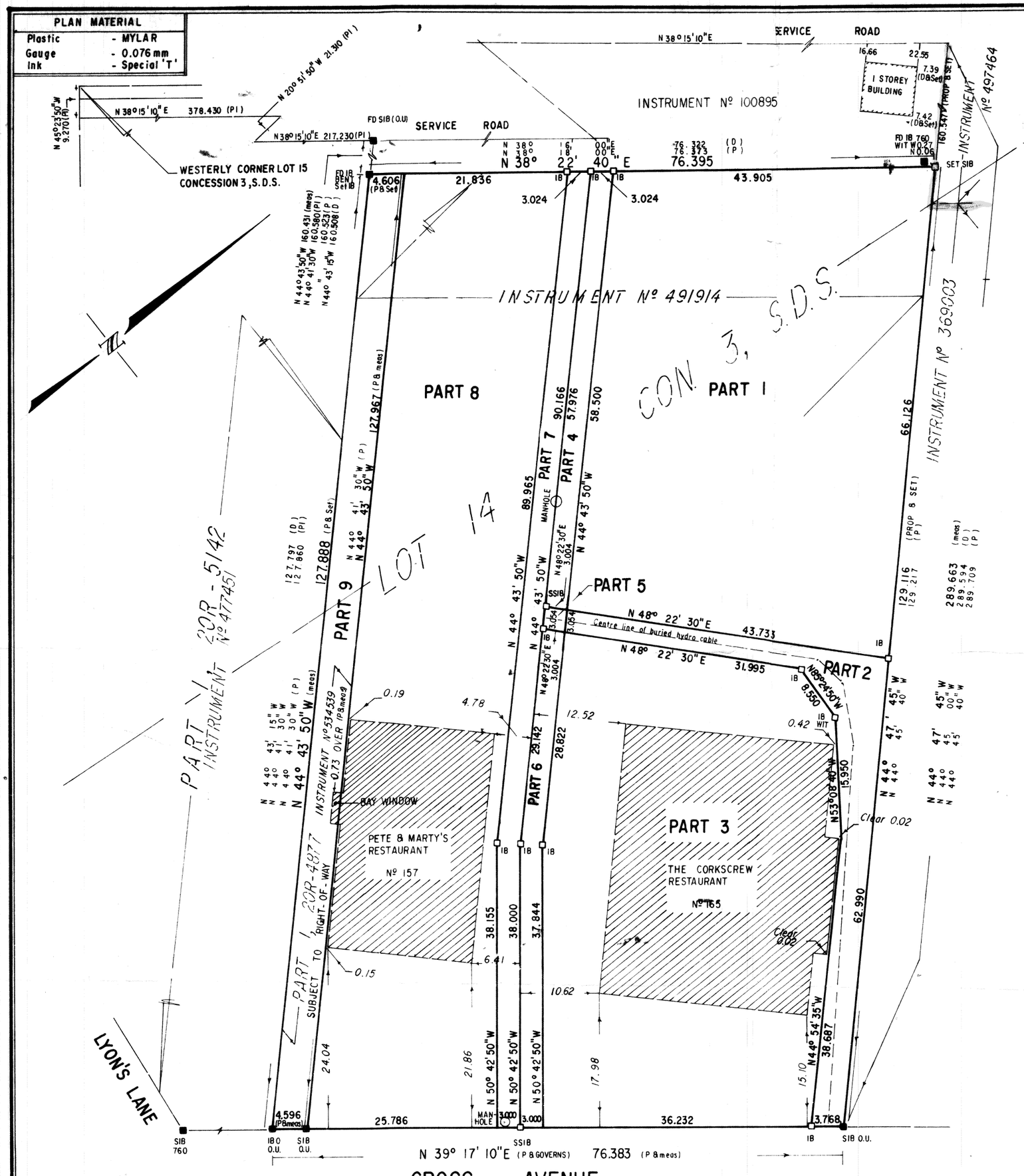
STREET A PLAN–PROFILE STA 0+240 TO 0+400

SCALE H 1:250 V 1:50	DESIGN BY JN	PROJECT No. 1736	
DRAWN BY GL	CHECKED BY JN	PLAN No. P2	
DATE 2022/04/29	SHEET 1 OF 1		

FILENAME: P:\1736 166 South Service Road\Drawings\DWG\17365S.dwg
PLOTDATE: May 19, 2022 11:22am

APPENDIX ‘H’

PLAN MATERIAL	
Plastic	- MYLAR
Gauge	- 0.076 mm
Ink	- Special 'T'



METRIC: DISTANCES ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

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

DATE: September 2, 1982

John F. Young

JOHN F. G. YOUNG B.Sc., O.L.S.
ONTARIO LAND SURVEYOR

PLAN 20R-5913
RECEIVED AND DEPOSITED

DATE: 28 Sept 1982

DEP. LAND REGISTRAR FOR THE REGISTRY DIVISION OF HALTON (Nº 20)

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

PLAN OF SURVEY OF
PART OF LOT 14, CONCESSION 3, SOUTH OF DUNDAS STREET
TOWN OF OAKVILLE
REGIONAL MUNICIPALITY OF HALTON
(Formerly the Township of Trafalgar, County of Halton)

SCALE: 1:500

0 5 10 20 30 40 50 metres

JOHN F.G. YOUNG B.Sc., O.L.S. - 1982

SCHEDULE

PART Nº	LOT Nº	CONCESSION	INST. Nº	AREA
1	14	3 S. D. S.	491914	.272 ha
2	"	"	"	412 m²
3	"	"	"	.242 ha
4	"	"	"	175 m²
5	"	"	"	9 m²
6	"	"	"	201 m²
7	"	"	"	384 m²
8	"	"	"	.285 ha
9	" SUBJECT TO	" RIGHT-OF-WAY IN	534539 & 491914	585 m²

NOTES:

BEARINGS SHOWN HEREON ARE ASTRONOMIC AND ARE REFERRED TO THE N 39° 17' 10" E OF THE NORTHWEST LIMIT OF CROSS AVENUE AS SHOWN ON DEPOSITED PLAN 20R-4877.

□	DENOTES	SURVEY MONUMENT SET
■	"	SURVEY MONUMENT FOUND
IB	"	IRON BAR (.016 x .016 x .610 m)
SIB	"	STANDARD IRON BAR (.025 x .025 x 1.219 m)
SSIB	"	SHORT STANDARD IRON BAR (.025 x .025 x .610 m)
FD	"	FOUND
WIT	"	WITNESS
O.U.	"	ORIGIN UNKNOWN
meas.	"	MEASURED
(P)	"	DEPOSITED PLAN 20R-4877
(Pl)	"	DEPOSITED PLAN 20R-5142
(D)	"	DEED INSTRUMENT Nº 100895 - PLAN ATTACHED
(prop)	"	PROPORTION
760	"	K.H. McCONNELL O.L.S.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT;

1). THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER,

2) THE SURVEY WAS COMPLETED ON THE 2nd DAY OF September 1982

September 2, 1982
DATE

John F. Young
JOHN F.G. YOUNG B.Sc., O.L.S.
ONTARIO LAND SURVEYOR

JOHN F.G. YOUNG - ONTARIO LAND SURVEYOR
R R Nº 1 BOLTON ONTARIO L0P 1A0
BUS. (416) 857-2484 RES (519) 941-7382

DRAWN BY: J.F.G.Y.

PROJECT Nº 82-204

5

582527

GRANT OF EASEMENT

THIS INDENTURE made in duplicate the 2nd day of August, 1983.

B E T W E E N :

ROSHORN LIMITED,
A Company incorporated under the laws of the Province of Ontario

hereinafter called "the Grantor"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF OAKVILLE,

hereinafter called "the Grantee"

OF THE SECOND PART

Whereas the hereinafter described property is registered in the name of D.L. Fowles Developments Limited.
Whereas Articles of Amalgamation dated the 30th of March, 1982 were registered in the Land Registry Office for the Registry Division of Halton #20 as Instrument 557358.

WITNESSES that in consideration of the sum of TWO----------
----------($2.00)----------DOLLARS

of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby by him acknowledged), the Grantor grants to the Grantee, its successors and assigns, the right, liberty and privilege appurtenant to its undertaking as a Municipal Corporation to construct, operate, maintain, replace and repair and to permit others to construct, operate, maintain, replace and repair underground sewers, drains, pipes, conduits, wires and services generally with such above ground accesses, manholes, catch basins, hydrants, service boxes and other appurtenances as it desires, at its expense and for so long as it desires, upon, across, along and under the lands described in Schedule "A" hereto, and for every such purpose the Grantee and those claiming under it, shall have access to the said lands at all times but reserving to the Grantor the right to use the surface of the said lands for any purpose which does not conflict with the Grantee's rights hereunder, and specifically excluding the planting of any trees and the erection of any building or structure.

The Grantee will, every time it enters upon the land in pursuance of its rights hereunder, as quickly as conveniently possible, after it has completed its operations thereon for the time being, restore the surface of the said land and everything which the Grantor is by the terms of this grant permitted to maintain thereon, to, nearly as practicable their condition immediately prior to the time when entry was made.

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

SIGNED, SEALED AND DELIVERED)
in the presence of:)

ROSHORN LIMITED.

D. L. Fowles, President.

ROSHORN LIMITED ONTARIO CORPORATION

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Oakville, Regional Municipality of Halton and being composed of Part of Lot 14, Concession 3, South of Dundas Street more particularly described as Part 2 on 20-R-5913.

ll Instructions
se Side

DYE & DURHAM CO. LIMITED
FORM NO. 800
(Amended Oct. 1, 1981)

Form 1 - Land Transfer Tax Act

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* IN THE TOWN OF OAKVILLE REGIONAL MUNICIPALITY OF HALTON BEING PART OF LOT 14 CON 3 SDS DESIGNATED AS PART 2 ON 20-R-5913

BY *(print names of all transferors in full)* ROSHORN LIMITED

TO *(see instruction 1 and print names of all transferees in full)* THE CORPORATION OF THE TOWN OF OAKVILLE

I, *(see instruction 2 and print name(s) in full)* LOIS E. PAYNE

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))* THE CORPORATION OF THE TOWN OF OAKVILLE 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 1 (1)(f) and (g) 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	$ NIL	
(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))*	$ NIL	$ NIL
(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		$ NIL

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)*
6. If the consideration is nominal, is the land subject to any encumbrance?
7. Other remarks and explanations, if necessary THE VALUE OF THE CONSIDERATION (AS DEFINED IN SECTION 1(1)(p) OF THE LAND TRANSFER TAX ACT, 1980) FOR THIS CONVEYANCE IS NIL.
   GRANT OF EASEMENT PURSUANT TO LAND DIVISION CONSENT B131/82

SWORN before me at the TOWN OF OAKVILLE
in the REGIONAL MUNICIPALITY OF HALTON
this 4th day of August 1983

Patricia Mary Quigley
PATRICIA MARY QUIGLEY, A Commissioner, etc., Judicial District of Halton, for The Corporation of the Town of Oakville.
Expires 31 MAY, 1985

Lois E. Payne
signature(s)

PROPERTY INFORMATION RECORD

A. Describe nature of instrument: GRANT OF EASEMENT

B. (i) Address of property being conveyed *(if available)* 165 CROSS AVENUE
OAKVILLE

(ii) Assessment Roll No. *(if available)* 03001002600

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed *(see instruction 6)*
OAKVILLE HYDRO
2350 TRAFALGAR ROAD, OAKVILLE

D. (i) Registration number for last conveyance of property being conveyed *(if available)* N/A

(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
LOIS E. PAYNE
ASSISTANT SOLICITOR
TOWN OF OAKVILLE
1225 TRAFALGAR ROAD
OAKVILLE L6J 5A6

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date

582527

REGISTRY DIVISION
HALTON (NO. 20) I CERTIFY
THAT THIS INSTRUMENT IS
AUG 5 9 37 AM '83

DATED August 2nd, 1983.

ROSHORN LIMITED

- and -

THE CORPORATION OF THE TOWN OF OAKVILLE

1225 TRAFALGAR RD.
OAKVILLE, ONT

LAND REGISTRY
HALTON (NO. 20)

ABSTR.		
BY-LAW.		
GR.		

Lot 14 Con 3 SDS

GRANT OF EASEMENT

14-3SDS

REGISTRATION FEE	15.00
LAND TRANSFER TAX	Nil
RETAIL SALES TAX	

Lois E. Payne,
Assistant Solicitor,
Town of Oakville,
1225 Trafalgar Road,
Oakville, Ontario.

589004

2

5

THIS INDENTURE made in duplicate this 27th day of July, 1983.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCE ACT:

BETWEEN:

ROSHORN LIMITED, a corporation incorporated under the laws of the Province of Ontario,

hereinafter called the "GRANTOR'

OF THE FIRST PART

-and-

MARLENE A. BEER, of the City of Toronto, in the Municipality of Metropolitan Toronto,

hereinafter called the "GRANTEE"

OF THE SECOND PART

WHEREAS the title to the property described herein is held in the name of D. L. FOWLES DEVELOPMENTS LIMITED;

AND WHEREAS the said D.L. FOWLES DEVELOPMENTS LIMITED amalgamated with ROSHORN LIMITED, an Ontario corporation, the amalgamated corporation being named ROSHORN LIMITED, by Articles of Amalgamation dated March 30, 1982 and registered in the Registry Office for the Registry Division of Halton (No. 20) as Instrument No. 557358.

WITNESSETH that in consideration of other good and valuable

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 Oakville, in the Regional Municipality of Halton, and being composed of

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Oakville, in the Regional Municipality of Halton and being composed of part of Township Lot 14 in Concession 3 South of Dundas Street of the Township of Trafalgar, now in the Town of Oakville, and being more particularly composed of all of Parts 7, 8 and 9 on a Plan registered in the Registry Office for the Registry Division of Halton (No. 20) as No. 20R-5913;

TOGETHER WITH a right-of-way for the purposes of ingress and egress for persons and vehicles over, along and upon that certain parcel or tract of land situate, lying and being in the said Lot 14, Concession 3 South of Dundas Street, and being composed of all of Parts 4, 5, and 6 on the said Plan 20R-5913;

The Planning Act
Certificate of Secretary-Treasurer

Pursuant to Section 52(21) of the *Planning Act*, I certify that the consent of the LAND DIVISION COMMITTEE of the Region of HALTON was given on ..5th..August....., 1983. to the transaction to which the within instrument relates.

.....Betty Roberts.....
Acting Secretary-Treasurer

Dated this...5th..... day of...August..... 1983

AND TOGETHER WITH a right-of-way in the nature of an easement to allow for the maintenance and repair of buried utility service lines over, along, upon and beneath the surface of that certain parcel or tract of land situate, lying and being in the said Lot 14, Concession 3, South of Dundas Street, and being composed of all of Part 2 on the said Plan 20R-5913;

AND SUBJECT to a right-of-way for the purposes of ingress and egress for persons and vehicles over, along and upon that certain parcel or tract of land situate, lying and being all of Part 7 on the said Plan 20R-5913, for the benefit of that land abutting to the west of the land herein and being all of Parts 1, 2, 3, 4, 5 and 6 on the said Plan 20R-5913, and the owners and occupants thereof;

AND SUBJECT to an easement in favour of the lands adjacent to the north for the purposes of the installation and maintenance of hydro, water, sanitary sewers and drains and communication services over the westerly 15 feet of the property, being all of Part 9 on the said Plan 20R-5913.

DYE & DURHAM CO. LIMITED
FORM NO. 2

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

ROSHORN LIMITED

by: President

all instructions
erse Side

DYE & DURHAM CO. LIMITED
FORM NO. 500
(Amended Oct. 1, 1981)

Form 1 - Land Transfer Tax Act

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* Part of Township Lot 14, in Concession 3 South of Dundas Street of the Township of Trafalgar, now in the Town of Oakville, and being more particularly composed of all of Parts 7, 8 and 9 on a Plan registered in the Registry Office for the Registry Division of Halton (No. 20) as No. 20R-5913

BY *(print names of all transferors in full)* ROSHORN LIMITED

TO *(see instruction 1 and print names of all transferees in full)* MARLENE A. BEER

I, *(see instruction 2 and print name(s) in full)* MARLENE A. BEER

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 1 (1)(f) and (g) 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	$ 220,000.00	
(b) Mortgages (i) Assumed *(show principal and interest to be credited against purchase price)*	$ 663,000.00	
(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))*	$ 883,000.00	$ 883,000.00
(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		$ 883,000.00

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)* nil
6. If the consideration is nominal, is the land subject to any encumbrance? nil
7. Other remarks and explanations, if necessary none

SWORN before me at the City of Toronto
in the Municipality of Metropolitan Toronto
this 22nd day of September 19 83

A Commissioner for taking Affidavits, etc.

Marlene Beer
MARLENE A. BEER *signature(s)*

PROPERTY INFORMATION RECORD

A. Describe nature of instrument: Deed

B. (i) Address of property being conveyed *(if available)* 157 Cross Avenue, Oakville

(ii) Assessment Roll No. *(if available)* not available

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed *(see instruction 6)*
55 Harbour Square
Apt. 3311, Toronto, Ontario M5J 2L1

D. (i) Registration number for last conveyance of property being conveyed *(if available)* not 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
ENFIELD, HEMMERICK & WOOD
372 Bay Street, Ste. 1800
Toronto, Ontario M5H 2W9

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date

10

589004

REGISTRY DIVISION
HALTON NO. 20 I CERTIFY
THAT THIS INSTRUMENT IS
REGISTERED / DEPOSITED AS OF

Nov 3 4 04 PM '83

LAND REGISTRY OFFICE
AT MILTON, ONTARIO
Jerlin Menard

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

REGISTRY
OFFICE

HS KR

LOT 14 COD 3505

Dated July 27, 19 83

ROSHORN LIMITED

TO

MARLENE W. BEER

Address: 55 Harbour Square
Suite 3311, Toronto

Deed of Land

SITUATE

14-3505

DYE & DURHAM CO. LIMITED

ASSESSMENT ROLL NO:

ADDRESS OF PROPERTY:

157 Cross Avenue, Oakville

REGISTRATION FEE	15-
LAND TRANSFER TAX	6884-
RETAIL SALES TAX	

ENFIELD, HEMMERICK & WOOD
Barristers and Solicitors
372 Bay Street
Suite 1800
Toronto, Ontario M5H 2W9

AFFIDAVIT OF SUBSCRIBING WITNESS

I,

of the

in the

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

at by

make oath and say:

*See footnote

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

*See footnote

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)".

589005

THIS INDENTURE made in duplicate this 27th day of July, 1983.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCE ACT:

BETWEEN:

ROSHORN LIMITED, a corporation incorporated under the laws of the Province of Ontario,

hereinafter called the "GRANTOR'

OF THE FIRST PART

-and-

DOUGLAS W. BEER, of the City of Toronto, in the Municipality of Metropolitan Toronto,

hereinafter called the "GRANTEE"

OF THE SECOND PART

WHEREAS the title to the property described herein is held in the name of D. L. FOWLES DEVELOPMENTS LIMITED;

AND WHEREAS the said D.L. FOWLES DEVELOPMENTS LIMITED amalgamated with ROSHORN LIMITED, an Ontario corporation, the amalgamated corporation being named ROSHORN LIMITED, by Articles of Amalgamation dated March 30, 1982 and registered in the Registry Office for the Registry Division of Halton (No. 20) as Instrument No. 557358.

WITNESSETH that in consideration of other good and valuable

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 Oakville, in the Regional Municipality of Halton, and being composed of

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Oakville, in the Regional Municipality of Halton and being composed of part of Township Lot 14 in Concession 3 South of Dundas Street of the Township of Trafalgar, now in the Town of Oakville, and being more particularly composed of all of Parts 1, 2, 3, 4, 5 and 6 on a Plan registered in the Registry Office for the Registry Division of Halton (No. 20) as No. 20R-5913;

TOGETHER WITH a right-of-way for the purposes of ingress and egress for persons and vehicles over, along and upon that certain parcel or tract of land situate, lying and being in the said Lot 14, Concession 3 South of Dundas Street, and being composed of all of Part 7 on the said Plan 20R-5913;

AND SUBJECT to a right-of-way for the purposes of ingress and egress for persons and vehicles over, along and upon that certain parcel or tract of land situate, lying and being all of Parts 4, 5 and 6 on the said Plan 20R-5913, for the benefit of that land abutting to the west of the land herein and being all of Parts 7, 8 and 9 on the said Plan 20R-5913, and the owners and occupants thereof;

AND SUBJECT TO a right-of-way in the nature of an easement to allow for the maintenance and repair of buried utility service lines for the benefit of the land abutting the west of the land herein and being all of parts 7, 8 and 9 on the said Plan 20R-5913, over, along, upon and beneath the surface of that certain parcel or tract of land situate, lying and being in the said Lot 14, Concession 3, South of Dundas Street, and being composed of all of Part 2 on the said Plan 20R-5913.

DYE & DURHAM CO. LIMITED
FORM NO. 2

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

ROSHORN LIMITED

by: President

(For Use Under Land Titles Act & Registry Act)
JULY 1982

DYE & DURHAM CO. LIMITED
FORM NO. 613

PLANNING ACT AFFIDAVIT

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO part of Township Lot 14 in Concession 3 South of Dundas Street of the Township of Trafalgar, now in the Town of Oakville, and being more particularly composed of all of Parts 1, 2, 3, 4, 5 and 6 on a Plan registered in the Registry Office for the Registry Division of Halton (No. 20) as No. 20R-5913

Deed, Transfer, Mortgage, Charge, etc.

AND IN THE MATTER OF A Deed

THEREOF, FROM ROSHORN LIMITED

TO DOUGLAS W. BEER

DATED July 27, 19 83.

I, Douglas L. Fowles

of the City of Mississauga in the Regional Municipality of Peel

MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of ROSHORN LIMITED, the Grantor,

To be made by one of the parties or by his solicitor

named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.

2. A consent under section ~~29~~ 49 of the Planning Act, as amended, in respect of the said Instrument is not required because

Delete (a) if not applicable

(a) *the person conveying or otherwise dealing with land in the said Instrument 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 that is being conveyed or otherwise dealt with.*

State other reason if any

SWORN before me City of Toronto
~~at the~~ in the Municipality of
~~in the~~ Metropolitan Toronto
this 27th
day of July 19 83.

DOUGLAS L. FOWLES

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Instructions
See Side

Form 1 - Land Transfer Tax Act

DYE & DURHAM CO. LIMITED
FORM NO. 500
(Amended Oct. 1, 1981)

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* Part of Township Lot 14, in Concession 3 South of Dundas Street of the Township of Trafalgar, now in the Town of Oakville, and being more particularly composed of all of Parts 1,2,3,4,5 and 6 on a Plan registered in the (Registry Office for the Registry Division (of Halton (No.20) as No. 20R-5913.

BY *(print names of all transferors in full)* ROSHORN LIMITED

TO *(see instruction 1 and print names of all transferees in full)* DOUGLAS W. BEER

I, *(see instruction 2 and print name(s) in full)* DOUGLAS W. BEER

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 1 (1)(f) and (g) 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	$ 380,000.00	
(b) Mortgages (i) Assumed *(show principal and interest to be credited against purchase price)*	$ 1,037,000.00	
(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))*	$ 1,417,000.00	$ 1,417,000.00
(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		$ 1,417,000.00

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)* nil
6. If the consideration is nominal, is the land subject to any encumbrance? nil
7. Other remarks and explanations, if necessary none

SWORN before me at the City of Toronto
in the Municipality of Metropolitan Toronto
this 22nd day of September 19 83

A Commissioner for taking Affidavits, etc.

DOUGLAS W. BEER *signature(s)*

PROPERTY INFORMATION RECORD

A. Describe nature of instrument: DEED

B. (i) Address of property being conveyed *(if available)* 165 Cross Avenue, Oakville, Ontario

(ii) Assessment Roll No. *(if available)* not available

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed *(see instruction 6)*
55 Harbour Square
Apt. 3311, Toronto, Ontario M5J 2L1

D. (i) Registration number for last conveyance of property being conveyed *(if available)* not 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
ENFIELD, HEMMERICK & WOOD
372 Bay Street, Suite 1800
Toronto, Ontario M5H 2W9

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date

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

at by

*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

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)"*.

Dated July 27 19 83

ROSHORN LIMITED

TO

DOUGLAS W. BEER

Address: 55 Harbour Square
Suite 3311, Toronto

Deed of Land

SITUATE

Part of Township Lot 14,
Concession 3, S.D.S., Town
of Oakville

DYE & DURHAM CO. LIMITED

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY:
165 Cross Avenue, Oakville

ENFIELD, HEMMERICK & WOOD
Barristers and Solicitors
372 Bay Street
Suite 1800
Toronto, Ontario M5H 2W9

589005

REGISTRY DIVISION
HALTON NO. 20 I CERTIFY
THAT THIS INSTRUMENT IS
RECORDED / REGISTERED AS OF

NOV 3 4 04 PM '83

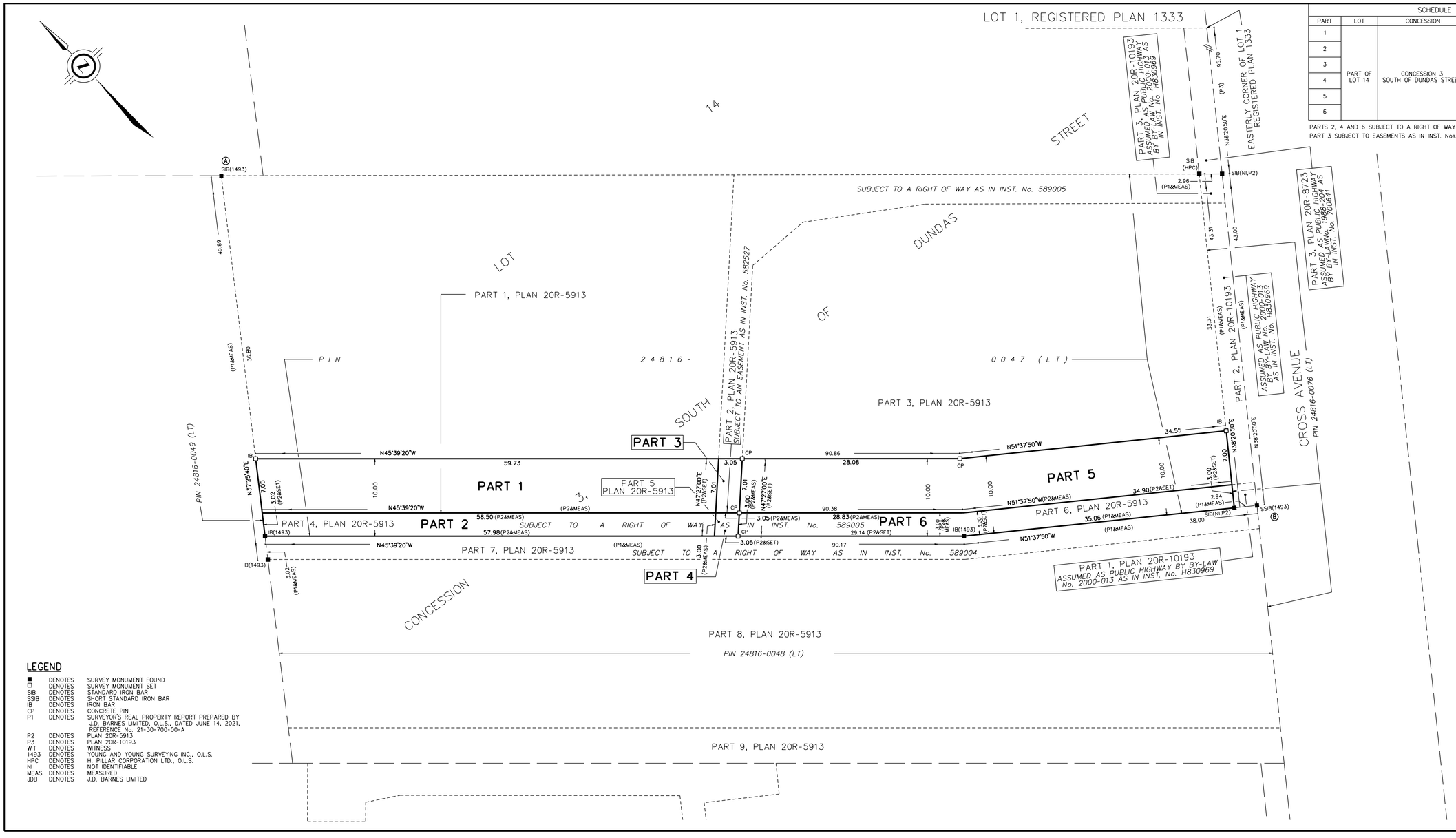
LAND REGISTRY OFFICE
AT MILTON, ONTARIO
LAND REGISTRAR

DEL.
GR.

LOT 14 CON 3 SDS

REGISTRATION FEE	15-
LAND TRANSFER TAX	11,156-
RETAIL SALES TAX	

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION



SCHEDULE			
PART	LOT	CONCESSION	PIN
1	PART OF LOT 14	CONCESSION 3 SOUTH OF DUNDAS STREET	PART OF PIN 24816-0047 (LT)
2			
3			
4			
5			
6			

PARTS 2, 4 AND 6 SUBJECT TO A RIGHT OF WAY AS IN INST. No. 589005
PART 3 SUBJECT TO EASEMENTS AS IN INST. Nos. 582527 AND 589005

PLAN 20R-22099

Received and deposited

February 23rd, 2022

Lucy Wang

Representative for the Land Registrar for the Land Titles Division of Halton (No.20)

PLAN OF SURVEY OF

PART OF LOT 14
CONCESSION 3
SOUTH OF DUNDAS STREET

(GEOGRAPHIC TOWNSHIP OF TRAFALGAR)

TOWN OF OAKVILLE

REGIONAL MUNICIPALITY OF HALTON

SCALE 1 : 250

5 0 5 10 15 metres

THE INTENDED PLOT SIZE OF THIS PLAN IS 915mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:200

J.D. BARNES LIMITED

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999727.

FOR BEARING COMPARISONS, A ROTATION OF 0°55'30" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON P2.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).

COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	606 320.94	4 812 349.18
ORP (B)	606 386.73	4 812 225.37

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 140.25 N27°59'10"W.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON FEBRUARY 14, 2022.

FEBRUARY 15, 2022
DATE

R.S. QUERUBIN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2187124

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
CP	DENOTES	CONCRETE PIN
P1	DENOTES	SURVEYOR'S REAL PROPERTY REPORT PREPARED BY J.D. BARNES LIMITED, O.L.S., DATED JUNE 14, 2021, REFERENCE No. 21-30-700-00-A
P2	DENOTES	PLAN 20R-5913
P3	DENOTES	PLAN 20R-10193
WIT	DENOTES	WITNESS
1493	DENOTES	YOUNG AND YOUNG SURVEYING INC., O.L.S.
HPC	DENOTES	H. PILLAR CORPORATION LTD., O.L.S.
NI	DENOTES	NOT IDENTIFIABLE
MEAS	DENOTES	MEASURED
JDB	DENOTES	J.D. BARNES LIMITED

J.D.BARNES LIMITED
SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
401 WHEELABRATOR WAY, SUITE A, MILTON, ON L9T 3C1
T: (905) 875-9955 F: (905) 875-9956 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.:
SG	AB	21-30-700-01-A
FILE: G:\21-30-700\01\Drawing\21-30-700-01-A.dgn		DATED: FEBRUARY 18, 2022

PLOTTED: 2/18/22

Properties

PIN 24816 - 0047 LT *Interest/Estate* Easement ☑ Add Easement

Description SERVIENT LANDS: PT LT 14, CON 3 TRAF SDS, PTS 1-6 20R22099; TOWN OF OAKVILLE

DOMINANT LANDS: PT LT 14, CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET , AS IN 811940 EXCEPT PT 1 20R7001 ; OAKVILLE/TRAFALGAR (PIN 24816-0049)

Address OAKVILLE

Consideration

Consideration $2.00

Transferor(s)

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

Name 165 CROSS INC.
Address for Service 90 Wingold Avenue, Suite 1
Toronto, Ontario M6B1P5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Transferee(s) *Capacity* *Share*

Name 166 SOUTH SERVICE INC.
Address for Service 90 Wingold Avenue, Suite 1
Toronto, Ontario M6B1P5

Statements

Schedule: See Schedules

Signed By

Anthony Francesco Salandra Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6 acting for Transferor(s) Signed 2022 05 06

Tel 416-362-1812
Fax 416-868-0673

I have the authority to sign and register the document on behalf of all parties to the document.

Anthony Francesco Salandra Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6 acting for Transferee(s) Signed 2022 05 06

Tel 416-362-1812
Fax 416-868-0673

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

MCCARTHY TETRAULT LLP Box 48 Suite 5300, TD Bank Tower Toronto M5K 1E6 2022 05 06

Tel 416-362-1812
Fax 416-868-0673

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Provincial Land Transfer Tax	$0.00
Total Paid	$66.30

File Number

Transferor Client File Number : 224884-547197

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 24816 - 0047 SERVIENT LANDS: PT LT 14, CON 3 TRAF SDS, PTS 1-6 20R22099; TOWN OF OAKVILLE

DOMINANT LANDS: PT LT 14, CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET , AS IN 811940 EXCEPT PT 1 20R7001 ; OAKVILLE/TRAFALGAR (PIN 24816-0049)

BY: 165 CROSS INC.

TO: 166 SOUTH SERVICE INC.

1. EMIL TOMA

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) (_) above.
- ☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 166 SOUTH SERVICE INC. described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

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

(a) Monies paid or to be paid in cash	$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$2.00

4.

Explanation for nominal considerations:

o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

3. (b) This is not a conveyance of "designated land".

4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 20 Registration No. HR1889581 Date: 2022/05/06

B. Property(s): PIN 24816 - 0047 Address OAKVILLE Assessment Roll No -

C. Address for Service: 90 Wingold Avenue, Suite 1
Toronto, Ontario M6B1P5

D. (i) Last Conveyance(s): PIN 24816 - 0047 Registration No. HR1851959

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

E. Tax Statements Prepared By: Anthony Francesco Salandra
Box 48 Suite 5300, TD Bank Tower
Toronto M5K 1E6

OPERATION EASEMENT AGREEMENT

THIS AGREEMENT made as of the 6th day of May, 2022 (the "**Agreement**")

BETWEEN:

165 CROSS INC.
(the "**Transferor**")

- and -

166 SOUTH SERVICE INC.
(the "**Transferee**")

WHEREAS:

A. The Transferor is the owner of certain lands described in Schedule A to this Agreement and all current improvements thereon (the "**165 Lands**");

B. The Transferee is the owner of certain landed described in Schedule B to this Agreement and all current improvements thereon (the "**Dominant Lands**");

C. Located on those portions of the 165 Lands described in Schedule C to this Agreement, are access points for the operation, installation and maintenance of hydro, water, sanitary, sewers, drains and communication services for the benefit of the Dominant Lands (the "**Easement Lands**"); and

D. The Transferor and Transferee (each a "**Party**" and collectively the "**Parties**") wishes to evidence and document the certain easement rights in connection with the Easement Lands and has agreed to grant to the Transferee as an appurtenance to and for the benefit of the Dominant Lands, easements over the Easement Lands in accordance with this Agreement.

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of ten ($10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Grant:** The Transferor hereby irrevocably grants, transfers and conveys to the Transferee, its successors and assigns the following rights (the "**Easement**"):

(a) A free uninterrupted and non-exclusive easement or right in the nature of the easement in, on, over, along, upon, under and through the Easement Lands for the purpose of operating, installing and maintaining hydro, water, sanitary, sewers, drains and communication services for the benefit of the Dominant Lands (the "**Works**");

(b) The Easement (i) is granted as and from the date hereof subject to Section 13 hereof, in perpetuity or until a date which is the date on which the Transferee executes and delivers a full and complete surrender and release of all rights and easements granted hereunder with respect to all the Easement Lands; and (ii) may be used by the Transferee's servants, employees, contractors, consultants and agents and other permitted users ("**Transferee Parties**").

2. **Run With the Lands:** The burden of the easements or rights in the nature of easements granted above shall run with the Easement Lands and each and every part thereof and the benefit thereof shall run with and be appurtenant to the Dominant Lands and each and every part thereof and shall bind and enure to the benefit of the parties hereto and their successors and assigns. The parties expressly declare their intention and agreement that the principles of benefit and burden shall apply to their relationship and that, they respectively, agree to assume the burden of and be bound by, each and every of the covenants entered into by them in this Agreement.

3. **Easement Rights and General Condition**

(a) The Transferor's interests and use of the 165 Lands, including the Easement Lands, shall be unrestricted by this Agreement, provided that, the Transferor shall not unreasonably interfere with the Transferee's exercise and enjoyment of the easements hereby granted. The Easement is granted in common with the rights of others entitled thereto.

(b) In exercising its rights hereunder, the Transferee and all Transferee Parties shall at all times comply with all of the Transferor's reasonable health, safety, environmental and construction rules and standards communicated to the Transferee from time to time, provided that such compliance does not result in a breach of any Applicable Laws (as defined below).

(c) The Transferor reserves the right to remove any person from the Easement Lands and/or stop any works thereon without notice: (a) the Transferor has reasonable concerns that such person and/or works constitute a threat to the health and safety of others and/or threat to the physical integrity of property and/or environment; and (b) the Transferor has communicated such concerns to the Transferee and the Transferee has failed to immediately take reasonable action to eliminate such threat, to the satisfaction of Transferor acting reasonably.

(d) In the event of an incident involving fire or explosion, or a spill, leak or emission of any hazardous substance into the environment, or any other unusual and dangerous circumstance, which arises on the Easement Lands or the 165 Lands as a result of Transferee's exercise of any rights granted herein (an "**Incident**"), Transferee shall provide any and all necessary emergency response and cleanup in compliance with Applicable Laws (as defined below) and as approved by the Transferor acting reasonably. Whichever Party first becomes aware of an Incident shall immediately notify the other Party by telephone and e-mail and subsequently forthwith follow-up that notification with a written notification to the other Party.

4. **Indemnity and Release:**

(a) For the purpose of this Agreement "**Claims**" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgements, costs, expenses, fines, disbursements, legal fees (on a substantial indemnity basis) and other professional fees and disbursements, interest.

(b) Transferee shall at all times be responsible for the safety of its employees, contractors and agents on the Easement Lands and shall be the constructor and employer in respect of all activities, including all works, conducted by Transferee, its employees, contractors and agents on the Easement Lands, for the purpose of all applicable health and safety

legislation, including the *Occupational Health and Safety Act*, (Ontario), regulations thereunder and the *Workplace Safety and Insurance Act*, (Ontario).

(c) Transferee and all Transferee Parties shall use the Easement Lands at their own risk, cost and expense and Transferor shall not be liable for any Claims, loss, damage, injury to it or any property or person, except as caused by the gross negligence or willful act of Transferor, and Transferee hereby releases Transferor, subject to the aforementioned terms, from all Claims in respect of any such Claims, loss, damage or injury, and Transferee shall not make any Claim against the Transferor in connection with the foregoing.

(d) Transferee acknowledges that it accepts the Easement Lands on an "as is" "where is" basis. Transferee acknowledges that the Transferor has made no representations or warranties as to the condition of the Easement Lands and/or the purposes to which they can be put to use.

(e) Transferee shall fully indemnify Transferor for, and hold Transferor harmless from, any damages and losses and Claims suffered by Transferor resulting from Transferee's exercise of any of its easements rights hereunder including, the Transferee and/or any Transferee Party's presence, access, and use of the Easement Lands, except as caused by the gross negligence or wilful act of Transferor. Without limiting the generality of the foregoing, Transferee shall be responsible for, and shall indemnify Transferor, its affiliates and subsidiaries and each of its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), and hold the Indemnified Parties harmless from and against all Claims, that any Indemnified Party may incur or suffer as a result of or in connection with Transferee's and/or any Transferee Party's entry upon, access to, and activities on the Easement Lands and/or Transferor at the 165 Lands , except as caused by the gross negligence or wilful act of Transferor. Without limiting the generality of the foregoing Transferee further covenants and agrees to be responsible for, and to indemnify the Indemnified Parties as a result of or in connection with:

(i) the discovery of any pollutant, contaminant, or hazardous substance, which has escaped, seeped, leaked, spilled, discharged, or released on, in or under the Easement Lands and its surrounding environment to the extent arising from and/or consequent to Transferee's use or enjoyment of the Easement Lands following the date hereof; and

(ii) the imposition of any remedial order affecting the Easement Lands as a result of Transferee's acts or omissions or a non-compliance with environmental laws or environmental approvals to the extent arising from Transferee or any Transferee Party's use or enjoyment of the Easement Lands following the date hereof.

This Section 5 shall survive the termination of this Agreement.

5. Transferee Work:

(a) At least 30 days prior to commencement of any installation, maintenance, repair or replacement of the Works, the Transferee shall submit to the Transferor for its approval, plans and specifications for such work, together with a schedule for completion, for approval of Transferor in its sole discretion.

(b) Any installation, maintenance, repair, and/or replacement of the Works shall be completed to the reasonable satisfaction of the Transferor. The Transferee agrees to perform or cause to be performed such work in accordance with the approved plans and specifications noted in Section 6(a) and provide evidence to the Transferor of such completion, such evidence to include delivery of as-built plans where applicable. If there is any material variation from the approved plans and specifications, delivered pursuant to Section 6(a), the Transferee agrees to obtain the approval of the Transferor to such variations. The reasonable third party out of pocket costs incurred by the Transferor for the reasonable review of the plans and specifications under Section 6 will be paid for by the Transferee and the Transferor agrees to provide evidence of such costs on request of the Transferee. The Transferor and the Transferee agree to act co-operatively during this process of review and approval.

(c) On completion of any maintenance, repair or replacement of the Works, the Easement Lands and the 165 Lands shall be restored to materially the same condition existing immediately prior to commencement of such work, all to the satisfaction of the Transferor.

(d) The Transferee shall be responsible for its costs and expenses of examining, repairing, renewing, using and maintaining the Works and shall be responsible for obtaining all approvals, consents and permits required by Applicable Laws (as defined below) for such purposes. The Transferor shall perform or cause to be performed its permitted work and activities on the Easement Lands at its sole cost, expense and risk, and diligently, expeditiously and without unreasonable delay, and in accordance with prudent industry practices having regard for all existing structures and improvements, in such manner as may be requested and required by the Transferor, acting reasonably. The Transferee shall permit representatives of the Transferor to review and inspect such work and activities at any time during business hours and from time to time.

6. Compliance with Laws:

The Transferee acknowledges and agrees that:

(a) while this Agreement is in effect, it will at its sole cost and expense comply with all applicable laws, by-laws, rules, regulations, policies and orders of governmental authorities ("**Applicable Laws**") and obtain all required permits, authorizations and other approvals of applicable authorities, to the extent the same relate to the Works or to the use and enjoyment of the Easement Lands by the Transferee and/or any Transferee Party; and

(b) It will, except as otherwise permitted under this Agreement, not do or suffer any waste, damage, disfiguration or injury to the Easement Lands or the 165 Lands.

7. Ownership of Works

Notwithstanding any rule of law or equity, the Works shall be the property of the Transferee and its successors and assigns even though the same may now or hereafter be annexed or affixed to the Easement

Lands. The Transferor hereby quitclaim and release all of its right, title and interest in and to any current or future Works, if any.

9. Insurance

(a) Transferee shall ensure that it has secured and maintained full insurance coverage pursuant to the requirements of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A and that all assessments for same are paid in relation to any work constructed on the Easement Lands.

(b) Transferee shall maintain at all times while this Agreement is in effect, at its expense:

(i) a comprehensive general liability and excess liability insurance policy that in total are in an amount not less than $5,000,000.00 per occurrence; and

(ii) an owned and non-owned automobile insurance policy in an amount of not less than $2,000,000.00 per occurrence,

covering Transferor and Transferee with respect to Claims, and all liability which may be imposed by law for loss of life, personal injury or damage to property arising or resulting from Transferee's and/or any Transferee Party, access to and/or use of the Easement Lands and/or 165 Lands. Transferee shall effect such insurance policies with an reputable insurer licensed to operate in Canada and shall include Transferor's as an additional insured on such policy(ies). Transferee shall provide a true copy of the certificates evidencing the insurances required herein and deposit same with Transferor.

10. Arbitration

In the event of a dispute between the parties under this Agreement, such dispute shall be promptly referred to a member of senior management of each of Transferor and Transferee who shall attempt to resolve such dispute. If such members of senior management are unable to resolve such dispute within twenty (20) days after referral to them, then Transferor and Transferee shall resolve such dispute in accordance with the remaining provisions of this Section 10. Such dispute under this Agreement shall be referred to and be finally resolved by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. in effect at the time of commencement of the arbitration. Unless Transferor and Transferee otherwise agree, the place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

11. Construction Liens

(a) Transferee covenants that it shall pay all accounts for services and materials supplied to the Easement Lands at the request of or on behalf of or with the privity or consent of or for the benefit of Transferee in a timely manner in order that no lien certificate of pending litigation and/or registration under the *Construction Act* (Ontario) (herein a "**Lien**") shall be registered against title to all or any part of the 165 Lands by reason of, Transferee's failure to pay and/or any other matter or thing relating to Transferee and/or any Transferee Party.

(b) If any Lien or is registered against title to any part of 165 Lands as a result of any matter set out in Section 11(a) above or any other act or omission of Transferee and/or any Transferee Party, Transferee shall take all steps necessary to cause such Lien to be discharged or vacated, as the case may be, within ten days of receiving notice thereof. If

Transferee does not remove any Lien or in accordance with paragraph 11(a) above, Transferor may, but shall not be obligated to, secure the removal of such Lien by paying the amount claimed into court (but not to the lien claimant directly), and any amount paid by Transferor in doing so, together with all costs and expenses of Transferor, shall be payable by Transferee to Transferor upon demand. Nothing herein shall imply any consent or agreement or request on the part of Transferor to subject Transferor's estate or interest in the Easement Lands or any part thereof or in any other part of 165 Lands to any Lien. Notice is hereby given that Transferor expressly refuses and denies any consent or agreement or request to permit Transferor's estate or interest in 165 Lands, including the Easement Lands, to be subject to any Lien. Transferee hereby agrees to indemnify and save harmless Transferor from and against all Claims resulting from or in connection with any Liens filed against title to all or any part of the 165 Lands relating to any matter set out in Section 11(a).

12. **Restoration.** In the event: (a) the Transferee wishes to abandon the Easement granted hereunder; (b) any Works and/or the Easement have been abandoned and/or have not been used by Transferee on a *bona fide* basis for a period of 5 years; or (c) this Agreement is otherwise terminated for any reason, at the election of Transferee in case of item (a) or (c), the applicable party may so notify the other, and the Transferee and the Transferor shall forthwith enter into an agreement in registrable form which terminates the Easement, in connection with any Works on such abandoned and/or terminated Easement (collectively with all contents located therein the "**Abandoned Works**"). The Transferee shall at its own cost and expense repair any damage caused to the 165 Lands by the Abandoned Work.

13. **Planning Act:** This Agreement, the Easements and the rights, obligations and liabilities created hereby are granted in perpetuity to the extent permitted by Applicable Laws and subject to this Section 13. This Agreement is subject to the express condition that the provisions of section 50 of the *Planning Act* (Ontario) are complied with. In the sole discretion of the Transferee, it may take all necessary steps required to obtain the requisite consents required pursuant to the provisions of the *Planning Act* (Ontario) to ensure the easements granted hereby may be granted in perpetuity (the "**Consent**"). Unless and until the required Consent is obtained (including without limitation completion of all conditions thereunder and the expiry of any appeal or approval thereunder), notwithstanding anything to the contrary contained in this Agreement, the term of this Agreement shall expire twenty one (21) years less one (1) day from the date hereof.

14. **Registration:** Transferee or Transferor intended that this Agreements shall be registered on title to the Easement Lands by no later than 10 days following the execution thereof. The cost to register this Agreement on title to the Easement Lands (including any land transfer tax) shall be borne by the Transferee at its sole cost and expense. The Transferee shall not register any other document, notice, certificate, or other instrument in in connection with this Agreement on title to all or any part of the 165 Lands (including the Easement Lands).

15. **Default:** The Transferee or Transferor (as applicable the "**Defaulting Party**") acknowledges and agrees that should it at any time fail to comply with any term and/or condition of this Agreement, it shall within 5 days from the giving of a written notice of such non-compliance by the other party (as applicable the "**Non Defaulting Party**"), remedy such non-compliance (or if such non-compliance cannot be reasonably remedied within such 5 day period, the Defaulting Party commences to remedy such non-compliance in such 5 day period or thereafter proceeds to diligently remedy such non-compliance), failing which, without prejudice to any other rights of the Non Defaulting Party at law, the Non Defaulting Party may: (a) take whatever action it may deem necessary or fit to remedy or attempt to remedy the non-compliance, at the Defaulting Party's sole

expense plus a fifteen percent (15%) administration fee; and (b) where such default has a material and adverse effect on the Non Defaulting or any part of the 165 Lands that cannot be remedied by financial compensation, suspend the Defaulting Party's right to use the Easement Lands and Works in whole or as to any particular part or parts until such time as the non-compliance is cured; and all expenses of the Non Defaulting Party in remedying or attempting to remedy non-compliance shall constitute a debt owing by the Defaulting Party to the Non Defaulting Party payable upon demand together with interest at a rate equal to 7% above the commercial prime rending rate of the Toronto Dominion Bank, from the date such cost was incurred by the Non Defaulting Party until repaid by the Defaulting Party, plus an administration fee of fifteen (15%), and the Non Defaulting Party shall not be liable for any costs, expenses or damages incurred by the Defaulting Party. This Section 16 shall survive the termination of this Agreement.

16. Miscellaneous:

(a) This Agreement shall be registered on title to the Dominant Lands and the 165 Lands as soon as reasonably possible following the execution and delivery of this Agreement.

(b) In exercising their rights under this Agreement, each Party shall act reasonably and reasonably promptly in the circumstances, and in good faith.

(c) No Party shall in any way or for any purpose be a partner of any other in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with another Party by reason of the entry into of this Agreement or the performance of its obligations or enjoyment of its rights hereunder.

(d) If and to the extent that any of the parties hereto shall be prevented or delayed by reason of Force Majeure in the performance of any obligation hereunder, it shall not be in default and the period for the fulfilment of such obligation shall be extended accordingly. For the purposes of this Agreement "**Force Majeure**" shall mean a delay resulting from an event or events the occurrence of which cannot be prevented by the exercise of reasonable best efforts by a Party, provided that the Party that purports to rely on the occurrence of a Force Majeure in excusing its failure to perform an obligation under this Agreement when required to do so has made reasonable best efforts in the circumstances to anticipate and minimize the adverse effect of the Force Majeure on the subject matter of this Agreement; without limiting the generality of the foregoing, "Force Majeure" includes delays resulting from strike, lock out, riots, insurrection, war, fire, tempest, flood, abnormal weather conditions, abnormal subsurface conditions, any other Act of God, shortage of material, but shall expressly exclude, without limitation, any delay caused by any economic matter;

(e) Any notice to be given in connection with this Agreement shall be in writing and shall be given either by personal delivery, by registered prepaid post or by email addressed to the Transferee and Transferor in the address for service set out in the registration instrument of this Agreement on title, or such other municipal address, email address or individual as may be designated by notice by either Party to the other. Any communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail, on the fifth business day following the deposit thereof in the mail. If the Party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such communication must not be mailed but must be given by personal delivery or by email. If given by email, the email will be deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on

the business day during which normal business hours next occur if not given during such hours on any day.

(f) Time shall be of the essence of this Agreement.

(g) No waiver by any Party of any breach by any other Party of any of its covenants, obligations and agreements under this Agreement shall be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

(h) If any covenant, obligation or agreement in this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted.

(i) The article and section headings in this Agreement have been inserted for convenience of reference only, and shall not be referred to in the interpretation of this Agreement. This Agreement shall be read with all changes of gender and number required by the context.

(j) In this Agreement: (i) the words “including”, “includes” and “include” mean “including (or includes or include), without limitation”; (ii) the phrase “the total aggregate of”, “the total of” or a phrase of similar meaning means “the aggregate (or total), without duplication, of”: (iii) unless otherwise specified, the words “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement; (iv) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the word “until” means “to and including”; (v) unless otherwise expressly stated, the phrase “sole discretion” means “sole, absolute and unfettered discretion” and will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by the other Party, any court or any other third party; (vi) except as otherwise provided in this Agreement any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted; and (vii) whenever payments are to be made, an action is to be taken on a day which is not a business day, then such payment shall be made, such action shall be taken and such date will be deemed to fall on the next succeeding business day.

(k) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein from time to time, and shall be treated in all respects as an Ontario agreement.

(l) Each Party agrees to give such further assurances as may be reasonably required from time to time by any other Party to more fully implement the true intent of this Agreement.

(m) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns including successors in title from time to time of the Easement Lands and the Dominant Lands.

(n) This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by the terms hereof, have hereunto set their hands, as of the date first above written.

165 CROSS INC.

Per: _____
Name: Emil Toma
Title: A.S.O.

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

166 SOUTH SERVICE INC.

Per: _____
Name: Emil Toma
Title: A.S.O.

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE A
165 LANDS

PIN 24816-0047 (LT)

PT LT 14, CON 3 TRAF SDS, PTS 1-6 20R5913 EXCEPT PTS 1-3 20R10193 S/T & T/W 589005. S/T 582527. T/W 755151; TOWN OF OAKVILLE

Municipal Address: 165 Cross Avenue, Oakville, Ontario

SCHEDULE B
DOMINANT LANDS

PIN 24816-0049 (LT)

PT LT 14, CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET, AS IN 811940 EXCEPT PT 1 20R7001 ; OAKVILLE/TRAFALGAR

Municipal Address: 166 South Service Road East, Oakville, Ontario

SCHEDULE C
EASEMENT LANDS

PART OF PIN 24816-0047 (LT)

PT LT 14, CON 3 TRAF SDS, PTS 1-6 20R22099; TOWN OF OAKVILLE