

**APPLICATION # B-2022-0008**  
**Ward # 8**

**NOTICE OF AN APPLICATION FOR CONSENT**

An application for consent has been made by **THE PENTECOSTAL ASSEMBLIES OF CANADA**

**Purpose and Effect**

The purpose of the application is to request consent to sever a parcel of land currently having a total area of approximately 4.33 hectares (10.70 acres); together with an access easement on the proposed new lot in favour of The Pentecostal Assemblies of Canada and the expansion of an existing parking easement on the proposed new lot in favour of the property municipally known as 9257 Goreway Drive, Sienna Senior Living Inc. The proposed severed lot has a frontage of approximately 132.7 metres (435.37 feet), a depth of approximately 192.1 metres (630.25 feet) and an area of approximately 0.79 hectares (1.95 acres). The effect of the application is to establish two separate lots from the existing lot to facilitate future development of the newly created (severed) lot.

**Location of Land:**

Municipal Address: 9281 Goreway Drive

Former Township: Chinguacousy

Legal Description: Part of Lots 6 and 7, Concession 8 N.D.

**Meeting**

The Committee of Adjustment has appointed **TUESDAY, August 2, 2022 at 9:00 A.M. by electronic meeting broadcast from the Council Chambers, 4<sup>th</sup> Floor, City Hall, 2 Wellington Street West, Brampton**, for considering the application.

This notice is sent to you because you are either the applicant, a representative/agent of the applicant, a person having an interest in the property, or an owner of a neighbouring property. **OWNERS ARE REQUESTED TO ENSURE THAT THEIR TENANTS ARE NOTIFIED OF THIS APPLICATION. THIS NOTICE IS TO BE POSTED BY THE OWNER OF ANY LAND THAT CONTAINS SEVEN OR MORE RESIDENTIAL UNITS IN A LOCATION THAT IS VISIBLE TO ALL OF THE RESIDENTS.** You may attend the meeting in person to express your views about this application or you may be represented by an agent or counsel for that purpose. If you do not attend the meeting, a signed written submission shall be accepted by the Secretary-Treasurer prior to or during the meeting and such submission shall be available for inspection at the meeting by any interested person. If you do not attend the meeting, the Committee may proceed and make a decision with respect to this application in your absence. **WRITTEN SUBMISSIONS MAY BE SENT TO THE SECRETARY-TREASURER AT THE ADDRESS OR FAX NUMBER LISTED BELOW.**

IF YOU WISH TO BE NOTIFIED OF THE DECISION OF THE COMMITTEE OF ADJUSTMENT IN RESPECT OF THIS APPLICATION, YOU MUST SUBMIT A WRITTEN REQUEST TO THE COMMITTEE OF ADJUSTMENT. This will also entitle you to be advised of a possible Ontario Land Tribunal hearing. Even if you are the successful party, you should request a copy of the decision since the Committee of Adjustment Decision may be appealed to the Ontario Land Tribunal by the applicant or another member of the public.

**PLEASE SEE ATTACHED PARTICIPATION PROCEDURES REQUIRED DURING THE COVID-19 PANDEMIC**

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**LAST DAY FOR RECEIVING COMMENTS: JULY 29, 2022**

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**NOTE:** IT IS LIKELY THAT COMMITTEE MEMBER(S) WILL CONDUCT A SITE INSPECTION RELATED TO THE APPLICATION PRIOR TO THE MEETING.

**Other Planning Act Applications**

The land which is the subject of the application is the subject of an application under the *Planning Act* for:

Official Plan Amendment:	NO	File Number:
Zoning By-law Amendment:	NO	File Number:
Minor Variance:	NO	File Number:

**Decision and Appeal**

Any person or public body may, not later than **20 days after the giving of the notice of decision**, appeal the decision or any condition imposed by the Committee of Adjustment or appeal both the decision and any condition to the Ontario Land Tribunal by filing with the Secretary-Treasurer of the Committee of Adjustment a notice of appeal, accompanied by the fee prescribed under the *Ontario Land Tribunal Act, 2021*. The appeal form is available from the Ontario Land Tribunal website at <https://olt.gov.on.ca/appeals-process/forms/>

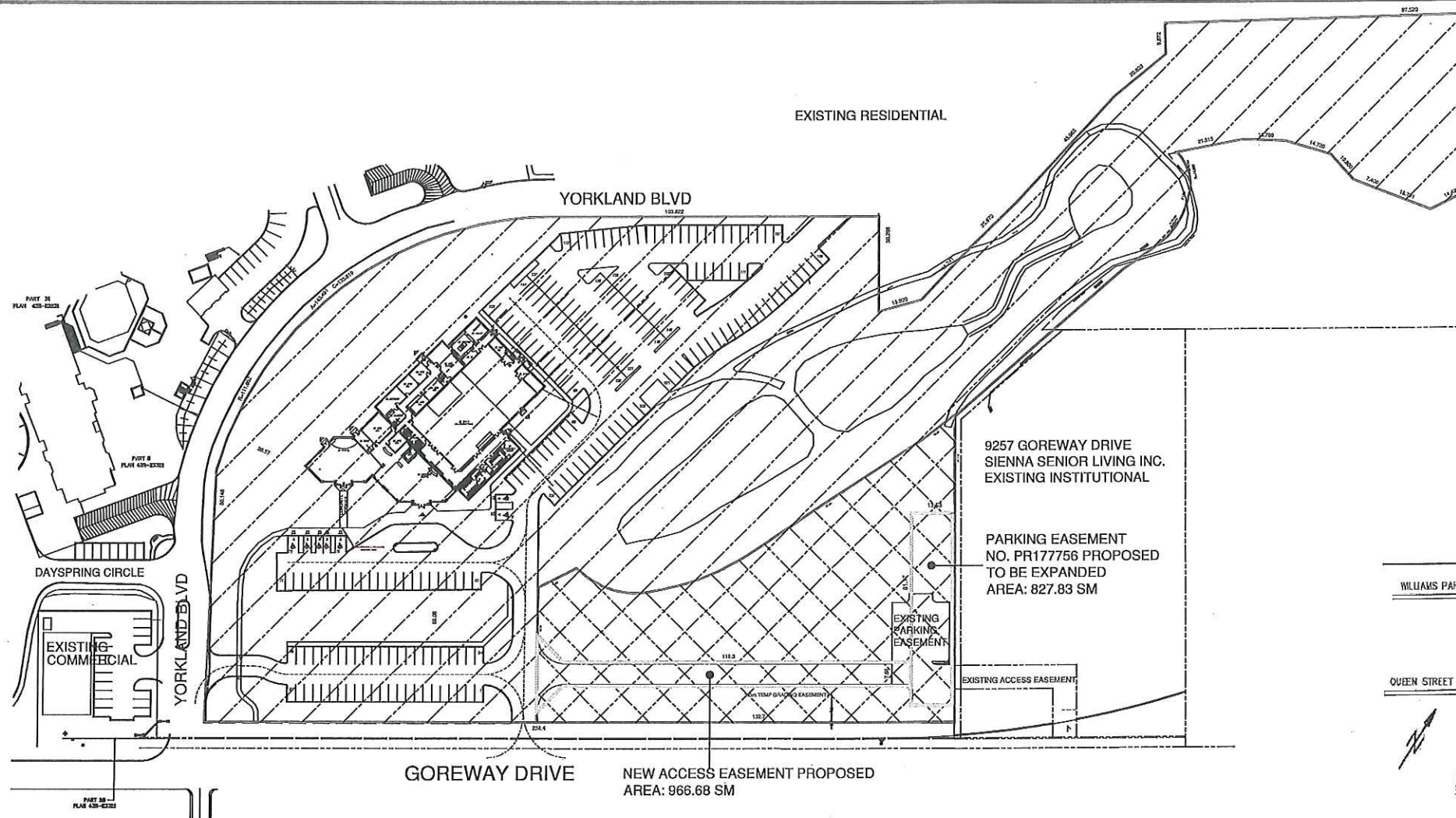
If a person or public body, that files an appeal of a decision of the Committee of Adjustment in respect of the proposed consent, does not make a written submission to the Committee of Adjustment before it gives or refuses to give a provisional consent, then the Ontario Land Tribunal may dismiss the appeal.

DATED AT THE CITY OF BRAMPTON THIS 15th Day of July, 2022

Comments may be sent to and information may be obtained between 8:30 a.m. to 4:30 p.m. Monday to Friday from:

**Jeanie Myers, Secretary-Treasurer**  
**City of Brampton Committee of Adjustment**  
**City Clerk's Office, Brampton City Hall**  
**2 Wellington Street West**  
**Brampton, Ontario L6Y 4R2**  
Phone: (905)874-2117 Fax: (905)874-2119  
[Jeanie.myers@brampton.ca](mailto:Jeanie.myers@brampton.ca)





LANDS TO BE  
SEVERED  
(0.79 HECTARES)

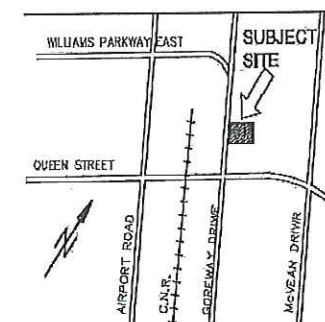


LANDS TO BE  
RETAINED  
(3.54 HECTARES)

**NEW LIFE COMMUNITY  
CHURCH**  
**SEVERANCE PLAN**  
9281 GOREWAY DRIVE  
CITY OF BRAMPTON

**CD CANDEVCON LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
TEL. (905) 794-0600 FAX (905) 794-0611

DATE	JUNE 10th 2022	JOB No	W21048
DRAWN	S.G.	PLAN No.	<b>SV-1</b>
SCALE	1:1000		





Under the authority of the *Emergency Management and Civil Protection Act* and the *Municipal Act, 2001*, City Council approved Committee Meetings to be held electronically and/or as a hybrid meeting (both in-person and electronically).

**Electronic/Hybrid Hearing Procedures**  
**How to get involved in the Hybrid Hearing**

As the pandemic has waned, Brampton City Hall is currently lifting in-person attendance restrictions due to the COVID pandemic. In-person attendance at Committee of Adjustment Hearings is now available at this time, along with a virtual participation option. Brampton City Council and its Committees will continue to meet electronically and in-person. For the **August 2, 2022** hearing, the Committee of Adjustment will conduct its meeting with concurrent electronic and in-person attendance.

**How to Participate in the Hearing:**

- All written comments (by mail or email) must be received by the Secretary-Treasurer no later than **4:30 pm, Thursday, July 28, 2022**. *Please note that City Hall will be closed on Monday, August 1, 2022 in observance of the Civic Holiday*
- Advance registration for applicants, agents and other interested persons is required by one or two options:
  1. Participate remotely in the electronic hearing using a computer, smartphone or tablet by emailing the Secretary-Treasurer at [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca) or [jeanie.myers@brampton.ca](mailto:jeanie.myers@brampton.ca) by **4:30 pm Thursday, July 28, 2022**.
  2. To participate in-person, please email the Secretary-Treasurer at [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca) or [jeanie.myers@brampton.ca](mailto:jeanie.myers@brampton.ca) by **4:30 pm Thursday, July 28, 2022**.
- Persons without access to a computer, smartphone or tablet can participate in a meeting via telephone or in-person. You can register by calling 905-874-2117 and leave a message with your name, phone number and the application you wish to speak to by **Thursday, July 28, 2022**. City staff will contact you and provide you with further details.

You will be contacted by the City Clerk's Office before the hearing date to confirm your attendance. Confirmation of in-person attendance will be subject to any in-person capacity limits that may be in place for Council Chambers at City Hall and prevailing public health orders and guidance.

- All Hearings will be livestreamed on the City of Brampton YouTube account at:  
<https://www.brampton.ca/EN/City-Hall/meetings-agendas/Pages/Welcome.aspx> or  
<http://video.isilive.ca/brampton/live.html> .

If holding an electronic/hybrid rather than an oral hearing is likely to cause a party significant prejudice a written request may be made to have the Committee consider holding an oral hearing on an application at some future date. The request must include your name, address, contact information, and the reasons for prejudice and must be received no later than 4:30 pm the Friday prior to the hearing to [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca) or [jeanie.myers@brampton.ca](mailto:jeanie.myers@brampton.ca). If a party does not submit a request and does not participate in the hearing, the Committee may proceed without a party's participation and the party will not be entitled to any further notice regarding the proceeding.

**NOTE** Personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, collected and recorded or submitted in writing or electronically as related to this planning application is collected under the authority of the *Planning Act*, and will be used by members of the Committee and City of Brampton staff in their review of this matter. Please be advised that your submissions will be part of the public record and will be made available to the public, including posting on the City's website, [www.brampton.ca](http://www.brampton.ca). By providing your information, you acknowledge that all personal information such as the telephone numbers, email addresses and signatures of individuals will be redacted by the Secretary-Treasurer on the on-line posting only. Questions regarding the collection, use and disclosure of personal information may be directed to the Secretary-Treasurer at 905-874-2117.

***The City of Brampton is reviewing its Committee of Adjustment process. As a participant in this process, if you have comments or input you would like to share about your experience with the Committee of Adjustment, please email [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca) to indicate your interest and you will be contacted with more information.***

June 28, 2022

The City of Brampton  
Legal Services Division  
2 Wellington Street West  
Brampton, Ontario  
L6Y 4R2

B-2022-0008

ATTN: Ms. Jeanie Myers  
Secretary - Treasurer

Re: **Committee of Adjustment  
Consent Application  
The Pentecostal Assemblies of Canada  
9281 Goreway Drive  
Candevcon File No. W21048**

Dear Jeanie,

We enclose herewith the following documents pursuant to the subject Consent Application:

1. A Consent Application form, with Authorization and Permission to Enter signed by the Owner;
2. A copy of the Severance Plan (SV-1).
3. A copy of the Easement Reference Plan that illustrates the existing and proposed easements on the property, prepared by Reinders + Rieder Ltd (dated August 10, 2018);
4. A copy of the Easement Agreement between The Pentecostal Assemblies of Canada and Sienna Senior Living Inc. (formerly Leisureworld Inc), that contains a clause permitting the owner to relocate easements on the property (dated December 7, 2001);
5. A copy of a Letter from The Pentecostal Assemblies of Canada lawyer, explaining the permission to relocate easements on the property (dated February 4, 2022);
6. A copy of an email from Sienna Senior Living Inc. (dated June 20, 2022), agreeing to the relocation of the parking easement;
7. Fee in the amount of \$4,119.00 as per the application fee schedule.

The purpose of this application is to sever the property to facilitate the creation of a new lot on the subject lands. The severed parcel will be approximately 0.79 hectares in size and is currently a parking lot, proposed for future development. Specifics of the future development are currently unknown and we anticipate a mix of residential, commercial and/or institutional uses. Official Plan and Zoning By-Law amendment applications will be prepared in the future to facilitate the proposed uses that will be consistent with the guidelines of the Province's "Places to Grow Act". The retained lands are approximately 3.54 hectares in size and will continue to be used as an institutional use (place of worship) and open space.

There are several existing easements on the subject lands with one being proposed and another being expanded as part of this application:





GTA WEST OFFICE (CORPORATE)  
9358 GOREWAY DRIVE  
BRAMPTON, ONTARIO L6P 0M7  
T: (905) 794-0600 F: (905) 794-0611

PROVIDING CONSULTING SERVICES IN: MUNICIPAL ENGINEERING  
TRANSPORTATION PLANNING  
TRAFFIC & PARKING STUDIES  
ROADS & BRIDGES  
DEVELOPMENT ENGINEERING SERVICES  
WATER RESOURCES  
ENVIRONMENTAL NOISE STUDIES  
LAND USE & ENVIRONMENTAL PLANNING  
STRUCTURAL ENGINEERING

- The proposed new easement is a 966.68 square metre access easement in favour of The Pentecostal Assemblies of Canada at 9281 Goreway Drive. It will be used for the ingress and egress of vehicles from 9281 Goreway Drive and the existing easement located on 9257 Goreway Drive which is also in favour of The Pentecostal Assemblies of Canada.
- An existing parking easement (No. PR177756) in favour of Sienna Senior Living Inc. at 9257 Goreway Drive is proposed to be expanded as part of this application. The easement exists to provide additional parking to the property directly south. In the original Easement Agreement, The Pentecostal Assemblies of Canada reserved the right to relocate the easement provided that the same number of cars were included (see attached Easement Agreement and Lawyer letter for details). The proposed area is approximately 827.83 square metres in size and will continue to be used for parking.

We trust that you will find the foregoing to be satisfactory and request that you initiate the circulation of these applications.

Sincerely,



Steven Giankoulas, RPP Candidate  
Candevcon Limited

cc: Ian Jones  
Andy Brijmohan  
Matthew Kasujja  
Diarmuid Horgan  
Maria Jones





The personal information collected on this form is collected pursuant to subsection 53(2) of the Planning Act and will be used in the processing of this application. Applicants are advised that the Committee of Adjustment is a public process and the information contained in the Committee of Adjustment files is considered public information and is available to anyone upon request and will be published on the City's website. Questions about the collection of personal information should be directed to the Secretary-Treasurer, Committee of Adjustment, City of Brampton.

APPLICATION

Consent

(Please read Instructions)

**NOTE:** Pursuant to subsection 53(2) of the *PLANNING ACT*, the applicant shall provide the Committee of Adjustment with such information or material as the Committee of Adjustment may require. The Committee of Adjustment may refuse to accept or further consider the application until the prescribed information, material and the required fee are received.

1. (a)

Name of Owner/Applicant

The Pentecostal Assemblies of Canada

(print given and family names in full)

Address

9281 Goreway Drive

Brampton, Ontario L6V 1C2

Phone #

905-453-8002

Fax #

905-453-7853

Email

ian@bgigroup.ca

(b)

Name of Authorized Agent

Candevcon Limited

Address

9358 Goreway Drive

Brampton, Ontario L6P 0M7

Phone #

905-794-0600 ext 2060

Fax #

905-794-0611

Email

steven@candevcon.com

2.

The type and the purpose of the proposed transaction, such as transfer for a creation of a new lot, lot addition, an easement, a charge, a lease or a correction of title.

Specify:

To sever the property to facilitate the creation of a new lot for potential future development;

To create a new access easement on the proposed new lot in favour of The Pentecostal Assemblies of Canada; and

Expand a current parking easement (PR177756) on the proposed new lot in favour of Sienna Senior Living Inc.

3.

If known, the name of the person to whom the land or an interest in the land is to be transferred, charged or leased.

Severed lot: Unknown; Proposed Easement: The Pentecostal Assemblies of Canada at 9281 Goreway Drive ;

Existing Easement: Sienna Senior Living Inc. at 9257 Goreway Drive

4.

Description of the subject land ("subject land" means the land to be severed and retained):

a) Name of Street

Goreway Drive

Number

9281

b) Concession No.

8

Lot(s)

6 & 7

c) Registered Plan No.

Lot(s)

d) Reference Plan No.

Lot(s)

e) Assessment Roll No.

10-12-0-002-09810-0000

Geographic or Former Township

N.D.

5.

Are there any easements or restrictive covenants affecting the subject land?

Yes

☒

No

☐

Specify:

PR17775: access easement in favour of Sienna Senior Living Inc. parking proposed to be adjusted;

PR177758 & PR177760: Sienna Senior Living Inc. easement for storm water management and utility work;

LT1973553, PR177469, PR1626666 : City of Brampton access easements for utility work and storm maintenance;

LT2052218: Bell Canada telecommunication easement;

PR79199: Dayspring Phase 1 Ltd easement;

PR147732: Hydro One easement



6. Description of severed land: (in metric units)

a) Frontage 132.7m Depth 192.1m Area 0.79 ha

b) Existing Use Parking / vacant Proposed Use Reserved for Future Development

c) Number and use of buildings and structures (both existing and proposed) on the land to be severed:  
(existing) none  
(proposed) none

d) Access will be by:	Existing	Proposed
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Road - Maintained all year	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Public Road	<input type="checkbox"/>	<input type="checkbox"/>
Regional Road	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Road	<input type="checkbox"/>	<input type="checkbox"/>
Private Right of Way	<input type="checkbox"/>	<input type="checkbox"/>

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

\_\_\_\_\_

f) Water supply will be by:	Existing	Proposed
Publicly owned and operated water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lake or other body of water	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal well	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	_____	

g) Sewage disposal will be by:	Existing	Proposed
Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Privy	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal septic system	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	_____	

7. Description of retained land: (in metric units)

a) Frontage 215.4m Depth approx 150m Area 3.54 ha

b) Existing Use Institutional, Open Space Proposed Use Institutional, Open Space

c) Number and use of buildings and structures (both existing and proposed) on the land to be retained:  
(existing) 1 Place of Worship  
(proposed) none



d)	Access will be by:	Existing	Proposed
	Provincial Highway	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Municipal Road - Maintained all year	<input type="checkbox"/>	<input type="checkbox"/>
	Other Public Road	<input type="checkbox"/>	<input type="checkbox"/>
	Regional Road	<input type="checkbox"/>	<input type="checkbox"/>
	Seasonal Road	<input type="checkbox"/>	<input type="checkbox"/>
	Private Right of Way	<input type="checkbox"/>	<input type="checkbox"/>

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

f)	Water supply will be by:	Existing	Proposed
	Publicly owned and operated water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lake or other body of water	<input type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual or communal well	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify): _____		

g)	Sewage disposal will be by:	Existing	Proposed
	Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Privy	<input type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual or communal septic system	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify): _____		

8. What is the current designation of the land in any applicable zoning by-law and official plan?

	Land to be Severed	Land to be Retained
Zoning By-Law	<u>I1-1589</u>	<u>I1-1589 &amp; OS</u>
Official Plans City of Brampton	<u>Residential</u>	<u>Residential &amp; Open Space</u>
Region of Peel	<u>Urban System</u>	<u>Urban System</u>

9. Has the subject land ever been the subject of an application for approval of a plan of subdivision under section 51 of the Planning Act or a consent under section 53 of the Act and if the answer is yes and if known, the file number of the application and the decision on the application?

Yes ☒ No ☐

File # B12-001 Status/Decision Approved

10. Has any land been severed from the parcel originally acquired by the owner of the subject land?

Yes ☒ No ☐

Date of Transfer \_\_\_\_\_ Land Use Residential, Open Space

11. If known, is/was the subject land the subject of any other application under the Planning Act, such as:

	File Number	Status
Official Plan Amendment		
Zoning By-law Amendment		
Minister's Zoning Order		
Minor Variance	A17-162 & A12-281	Both Approved
Validation of the Title		
Approval of Power and Sale		
Plan of Subdivision		

12. Is the proposal consistent with Policy Statements issued under subsection 3(1) of the *Planning Act*?

Yes ☒ No ☐

13. Is the subject land within an area of land designated under any Provincial Plan?

Yes ☒ No ☐

14. If the answer is yes, does the application conform to the applicable Provincial Plan?

Yes ☒ No ☐

15. If the applicant is not the owner of the subject land, the written authorization, of the owner that the applicant is authorized to make the application, shall be attached. (See "APPOINTMENT AND AUTHORIZATION OF AGENTS" form attached).

Dated at the City of Brampton  
this 4th day of July, 2022.

Check box if applicable:

Maria Jones

Signature of Applicant, or Authorized Agent, see note on next page

☐ I have the authority to bind the Corporation

#### DECLARATION

I, MARIA JONES of the Town of OKVILLE

in the County/District/Regional Municipality of HALTON solemnly declare that all the statements contained in this application are true and I make this as if made under oath and by virtue of "The Canada Evidence Act".

Declared before me at the City of Brampton

in the Region of Peel

this 4th day of July, 2022

Maria Jones

Signature of applicant/solicitor/authorized agent, etc.

Jeanie Myers  
Signature of a Commissioner, etc.

Jeanie Cecilia Myers  
a Commissioner, etc.,  
Province of Ontario  
for the Corporation of the  
City of Brampton  
Expires April 8, 2024.

#### FOR OFFICE USE ONLY - To Be Completed By the Zoning Division

This application has been reviewed with respect to possible variances required and the results of the said review are outlined on the attached checklist.

[Signature]

Zoning Officer

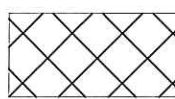
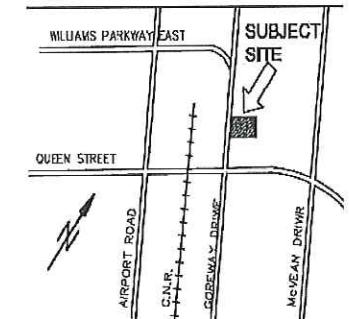
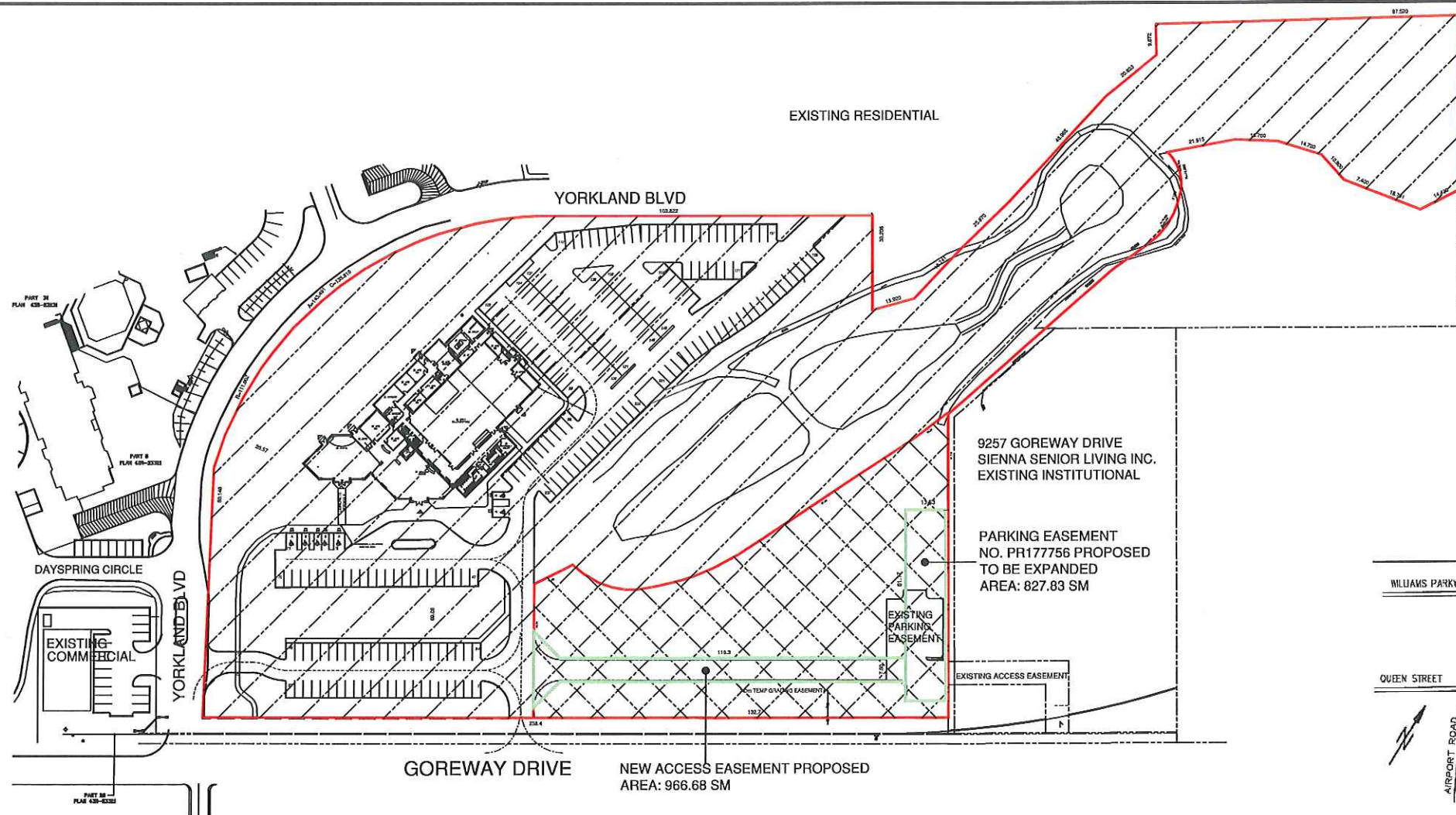
JUNE 29.22

Date

DATE RECEIVED

July 4, 2022





LANDS TO BE  
SEVERED  
(0.79 HECTARES)



LANDS TO BE  
RETAINED  
(3.54 HECTARES)

**NEW LIFE COMMUNITY  
CHURCH**  
**SEVERANCE PLAN**  
9281 GOREWAY DRIVE  
CITY OF BRAMPTON

**CD CANDEVCON LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
TEL. (905) 794-0600 FAX (905) 794-0611

DATE	JUNE 10th 2022	JOB No	W21048
DRAWN	S.G.	PLAN No.	<b>SV-1</b>
SCALE	1:1000		





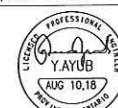
EXISTING TOPOGRAPHIC INFORMATION BASED ON SURVEY PERFORMED BY SCHAEFFER DZALDOV BENNETT LTD., CO. ONTARIO, (416)987-0101 DATED 10 OF MARCH, 2014, JOB No.04-165-35.

**BENCHMARK:**  
ELEVATIONS SHOWN ARE GEODETIC AND ARE REFERRED TO CITY OF BRAMPTON BENCH MARK No. N3-147 HAVING A PUBLISHED ELEVATION OF 175.79m.

UNDERGROUND LOCATE AND INVERT INFORMATION SUPPLIED AND VERIFIED BY COLE ENGINEERING ON MARCH 10, 2014  
JUNE 4, 2014.

**GENERAL NOTE:**  
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cod file: 13021-SP4  
date plotted: Aug/10/2018



drawn	A. Y.
designed	Y. A.
reviewed	GDR
date	2018/08/10
scale	1: 600
project	

NEW LIFE  
COMMUNITY CHURCH  
9281 GOREWAY DRIVE  
BRAMPTON, ON

drawing  
EASEMENT REFERENCE PLAT

SP99-015.004



**REINDERS + RIEDER LTD.**  
ARCHITECTS, CONSULTING ENGINEERS & PROJECT MANAGERS  
64 ONTARIO STREET NORTH  
MILTON, ON L9T 2T1  
T. 905.457.1618 F. 905.457.8891  
EMAIL: [REINDERS@REINDERS.CA](mailto:REINDERS@REINDERS.CA) WWW.REINDERS.CA

drawing no.	rev.
13021-SP4	

EASEMENT NO.	OWNER	LOCATION	REASON FOR EASEMENT	EXPIRES
LT1073553	CITY OF BRAMPTON	PLAN 438-24628 & 438-23231 PT LOT 6 & 7, CONC 8 PART 3, 10, 11, 12, 13, 15, 17	TO ENTER, CONSTRUCT, INSTALL, MAINTAIN, INSPECT, REPAIR, REPLACE AND REMOVE SEWERS, DRAINAGE WORKS AND STORM WATER MANAGEMENT FACILITIES ON ALL TYPES, INCLUDING SURFACE WATERCOURSES, CHANNELS, PONDS, ALL NECESSARY CULVERTS, CATCHBASINS, PIPES, CONDUITS, EQUIPMENT, AND ALL APPURTENANCES OR ACCESSORIES THERE TO.	
PR177460 (10/12/2001)	CITY OF BRAMPTON	PLAN 438-24667 PT LOT 6 & 7, CONC 8 PART 3, 10, 11, 12, 13, 15, 17, 22, 23, 26, 29, 30	TO ENTER, CONSTRUCT, INSTALL, MAINTAIN, INSPECT, REPAIR, REPLACE AND REMOVE SEWERS, DRAINAGE WORKS AND STORM WATER MANAGEMENT FACILITIES ON ALL TYPES, INCLUDING SURFACE WATERCOURSES, CHANNELS, PONDS, ALL NECESSARY CULVERTS, CATCHBASINS, PIPES, CONDUITS, EQUIPMENT, AND ALL APPURTENANCES OR ACCESSORIES THERE TO.	
PR177756 (05/12/2001)	LEISURE WORLD INC.	PLAN 438-25019 PT LOT 6 & 7, CONC 8 PART 5	TO BE USED BY LEISURE WORLD INC ONLY FOR THE PURPOSE OF: A) UTILIZING THE STORM WATER MANAGEMENT FACILITY SO THAT STORM WATER MAY DRAIN, RUN AND FLOW OVER PART 6 - PLAN 438-25019 B) TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, INSPECT, REPAIR, ALTER, REPLACE AND REMOVE DRAINAGE WORKS OF ALL TYPES, INCLUDING SURFACE WATERCOURSES, CHANNELS, ALL NECESSARY CULVERTS, PIPES, CONDUITS, EQUIPMENT AND ALL APPURTENANCES DEEM REQUIRED. C) FOR THE BENEFIT OF THE LANDS DESCRIBED AS PT LOT 6, CONC 8, PART 2, 4, 5, 6, 6 REF PLAN 43824667	
PR177758 (09/12/2001)	LEISURE WORLD INC.	PLAN 438-25019 PT LOT 6 & 7, CONC 8 PART 10	TO BE USED BY LEISURE WORLD INC ONLY FOR THE PURPOSE OF: A) UTILIZING THE STORM WATER MANAGEMENT FACILITY SO THAT STORM WATER MAY DRAIN, RUN AND FLOW OVER PART 6 - PLAN 43825019 B) TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, INSPECT, REPAIR, ALTER, REPLACE AND REMOVE DRAINAGE WORKS OF ALL TYPES, INCLUDING SURFACE WATERCOURSES, CHANNELS, ALL NECESSARY CULVERTS, PIPES, CONDUITS, EQUIPMENT AND ALL APPURTENANCES DEEM REQUIRED. C) FOR THE BENEFIT OF THE LANDS DESCRIBED AS PT LOT 6, CONC 8, PART 2, 4, 5, 6, 6 REF PLAN 43824667	
PR177760 (06/12/2001)	LEISURE WORLD INC.	PLAN 438-24667 PT LOT 6 & 7, CONC 8 PART 3, 10, 11, 12, 13, 15, 17	TO BE USED BY LEISURE WORLD INC ONLY FOR THE PURPOSE OF: A) UTILIZING THE STORM WATER MANAGEMENT FACILITY SO THAT STORM WATER MAY DRAIN, RUN AND FLOW OVER PART 6 - PLAN 43825019 B) TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, INSPECT, REPAIR, ALTER, REPLACE AND REMOVE DRAINAGE WORKS OF ALL TYPES, INCLUDING SURFACE WATERCOURSES, CHANNELS, ALL NECESSARY CULVERTS, PIPES, CONDUITS, EQUIPMENT AND ALL APPURTENANCES DEEM REQUIRED. C) FOR THE BENEFIT OF THE LANDS DESCRIBED AS PT LOT 6, CONC 8, PART 2, 4, 5, 6, 6 REF PLAN 43824667	



**AMENDED AND RESTATED  
MUTUAL EASEMENT AND OPERATING AGREEMENT**

**between**

**LEISUREWORLD INC.**

**- and -**

**THE PENTECOSTAL ASSEMBLIES OF CANADA**

**- and -**

**BRAMPTON PENTECOSTAL CHURCH INCORPORATED**

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**LANDS FRONTING ONTO GOREWAY DRIVE  
BRAMPTON, ONTARIO**

---

**GOODMANS LLP**  
Barristers and Solicitors  
250 Yonge Street  
Suite 2400, Box 24  
Toronto, Ontario  
M5B 2M6

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**AMENDED AND RESTATED**  
**MUTUAL EASEMENT AND OPERATING AGREEMENT**

THIS AGREEMENT made as of the 7<sup>th</sup> day of December, 2001.

**B E T W E E N**

**LEISUREWORLD INC.**

(hereinafter called the "Leisureworld")

**OF THE FIRST PART;**

- and -

**THE PENTECOSTAL ASSEMBLIES  
OF CANADA**

(hereinafter called "PAC")

**OF THE SECOND PART;**

- and -

**BRAMPTON PENTECOSTAL CHURCH INCORPORATED**

(hereinafter called the "BPC")

**OF THE THIRD PART.**

**WHEREAS** Leisureworld is the owner of the Leisureworld Lands;

**AND WHEREAS** PAC is the registered owner of, *inter alia*, the PAC Lands;

**AND WHEREAS** a portion of the PAC Lands is subject to the Leisureworld Easement;

**AND WHEREAS** a portion of the Leisureworld Lands is subject to the PAC Access Easement;

**AND WHEREAS** Leisureworld intends to construct on the Leisureworld Lands a nursing home with approximately 224 beds and related parking and ancillary facilities;

**AND WHEREAS** Leisureworld, PAC and BPC entered into a mutual easement and operating agreement dated June 25, 2001 (the "MEOA") in respect of the Leisureworld Easement and the PAC Access Easement to provide for certain obligations and restrictions with respect to the operation and maintenance of the Common Roadway and the Leisureworld Off-Site Parking Area as more particularly set out herein. Such obligations and restrictions shall run to the benefit of, and bind the respective Parcels, and the owners from time to time of the Parcels or any portion thereof;

**AND WHEREAS** Leisureworld, PAC and BPC wish to amend and restate the MEOA on the terms and conditions set forth herein.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10.00) now paid by each of the parties to the other (the receipt and sufficiency of are hereby acknowledged) the parties hereby covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS AND AMENDMENT AND RESTATEMENT OF MEOA**

**1.1 Definitions.**

In this Agreement, the following words and phrases shall have the meanings set forth below:

- (a) "Affected Owner" has the meaning ascribed thereto in Section 7.1 hereof;
- (b) "Affected Party" has the meaning ascribed thereto in Section 2.2(a) hereof;
- (c) "Assignee" has the meaning ascribed thereto in Section 10.1 hereof;
- (d) "Assignor" has the meaning ascribed thereto in Section 10.1 hereof;
- (e) "Committee" has the meaning ascribed thereto in Section 2.2(b) ;
- (f) "Common Roadway" means the common roadway over those portions of each of the Leisureworld Lands and the PAC Lands legally described as Parts 2, 3 and 4 and that part of Part 5 not used for vehicular parking on the Reference Plan deposited in the Land Registry Office as No. 43R-25019;
- (g) "Contractor" and "Contractors" have the meanings ascribed thereto in Section 3.2(a) hereof.
- (h) "Defaulting Owner" has the meaning ascribed thereto in Section 7.1 hereof;
- (i) "Dispute" has the meaning ascribed thereto in Section 2.3 hereof;
- (j) "Easement Users" has the meaning ascribed thereto in Section 2.2(a) hereof;
- (k) "Easement" and "Easements" have the respective meanings ascribed thereto in Section 2.2(a) hereof;
- (l) "First Mortgage" has the meaning ascribed thereto in Section 7.6 hereof;
- (m) "Initiating Party" has the meaning ascribed thereto in Section 2.3 hereof;
- (n) "Interest Rate" has the meaning ascribed thereto in Section 7.1 hereof;
- (o) "Land Registry Office" means the Land Titles Division of the Land Registry Office for Peel (No. 43);
- (p) "Leisureworld Easement" means the easement for the benefit of the Leisureworld Lands described in the Transfer/Deed of Easement registered as Instrument No. PR 177756 on December 7, 2001 in the Land Registry Office;
- (q) "Leisureworld Lands" means the lands and premises described in Schedule "A" attached hereto;
- (r) "Leisureworld Off-Site Parking Lands" means the parking area on the PAC Lands legally described as Part 5 on the Reference Plan deposited in the Land Registry Office as No. 43R-25019;
- (s) "Notice" has the meaning ascribed to such term in Section 11.2 hereof;
- (t) "Owners" means, collectively, Leisureworld and PAC and the respective heirs, successors, grantees and assigns of such parties, and any lessee of any Parcel or part thereof who has assumed all of the obligations of the owning party, and each is individually referred to as an "Owner";
- (u) "PAC Access Easement" means the easement for the benefit of the PAC Lands described in the Transfer/Deed of Easement registered as Instrument No.



177755 on December 7, 2001 in the Land Registry Office;

- (v) "PAC Lands" means the lands and premises described in Schedule "B" attached hereto;
- (w) "Parcel" means the Leisureworld Lands or the PAC Lands, as the case may be, and are collectively referred to as the "Parcels";
- (x) "Prior Charges" has the meaning ascribed thereto in Section 7.6 hereof.
- (y) "Requesting Party" has the meaning ascribed thereto in Section 2.2(a) hereof;
- (z) "Responding Party" has the meaning ascribed thereto in Section 2.3(a) hereof;
- (aa) "Sale Interest" has the meaning ascribed thereto in Section 10.1 hereof; and
- (bb) "Termination Date" means twenty-one (21) years less one (1) day from the date hereof.

## 1.2 Amendment and Restatement of MEOA.

This Agreement amends and restates the MEOA. The MEOA is hereby amended and restated on the terms set forth herein.

## ARTICLE 2 AGREEMENT TO GRANT EASEMENTS

### 2.1 Agreement to Grant Easements.

- (a) **Leisureworld Easement.** Leisureworld and PAC hereby confirm the granting of the Leisureworld Easement to Leisureworld for the purposes set forth therein. The Leisureworld Easement shall run with and bind the PAC Lands, but only to the extent that such Parcel is subject to the Leisureworld Easement, as an appurtenance to and for the benefit of the Leisureworld Lands.
- (b) **PAC Access Easement.** PAC and Leisureworld hereby confirm the granting of the PAC Access Easement to PAC for the purposes set forth therein. The PAC Access Easement shall run with and bind the Leisureworld Lands, but only to the extent that such Parcel is subject to the PAC Access Easement, as an appurtenance to and for the benefit of the PAC Lands.

### 2.2 Relocation of Easements.

- (a) Subject to the provisions of Sections 2.2(b), 2.2(c) and 2.2(d), each Owner shall have the right to permanently relocate or replace the servient tenement of any of the easements (collectively, the "Easements" and individually, the "Easement") situate within its Parcel. In so doing the Owner desiring to relocate an Easement as aforesaid (the "Requesting Party") shall at its sole cost and expense similarly relocate or replace any physical structures or other improvements necessary to the enjoyment of the benefit of such Easement including all hydro, sewer, telephone and water lines and all other utilities and services relating to the lands of the Affected Party, and located within the servient tenement of such Easement which is being so relocated or replaced, such that the relocated Easement shall benefit and provide convenience of use to the applicable users of the relevant Easement (collectively, the "Easement Users") which is substantially similar to that of the Easement being relocated and shall in all respects be fit for the purpose intended. The Requesting Party shall deliver notice of its request to the other Owners (in this Section 2.2, the "Affected Party"), along with detailed plans, drawings and specifications, and in the case of any Easements the servient tenement of which is designated as a specific part or parts on a reference plan and the servient tenement of the Easement is to be relocated to a portion of the Requesting Party's Parcel described by a new or different part on a reference plan, a draft reference plan prepared by an Ontario Land Surveyor, depicting thereon those portions of the Requesting Party's Parcel which will become the servient tenement of the



Easement to be relocated. Provided that the provisions of Section 2.3 shall govern any dispute by the Affected Party with respect to any Easement which the Requesting Party proposes to relocate or replace as aforesaid. The Requesting Party covenants and agrees that with respect to the relocation of any Easements the servient tenement of which is designated as a specific part or parts on a reference plan it will engage, at its sole cost and expense an Ontario Land Surveyor for the purpose of conducting a survey and preparing and depositing on the title to the Parcels reference plans which set out in separate parts, where relevant, the servient tenement of the relocated Easements.

- (b) The Requesting Party hereby covenants and agrees to make all necessary applications (as such are required) to the Committee of Adjustment (the "Committee") to obtain any and all necessary consents of the Committee pursuant to the *Planning Act* (Ontario), to the conveyance of the relocated Easements and the release and reconveyance of those of the Easements being so relocated, and to alone bear any and all costs with respect thereto. The Affected Party hereby authorizes the Requesting Party, for itself and in its name, to make such applications and to appear for and on behalf of the Affected Party at all hearings held in connection with the applications, without prejudice to the Affected party's right to appear for and on its own behalf at such hearings, and to undertake or defend against the appeals contemplated in Section 2.2(c). The Requesting Party shall consult in a meaningful and *bona fide* way with the Affected Party regarding the application and all matters pertaining thereto, including, without limitation, the fulfilling of any conditions imposed by the Committee and the appeals contemplated in Section 2.2(c), and shall keep the Affected Party fully informed of the progress and status of the application. The Affected Party will act reasonably in determining whether or not to execute any documents which the Requesting Party may request the Affected Party to execute in order for the Requesting Party to make or proceed with the application or satisfy any conditions imposed by the Committee or to make or proceed with any appeals contemplated by Section 2.2(c). The execution of any such documents by the Affected Party shall not in any way diminish or derogate from the continuing obligations of the Requesting Party to perform all of its covenants and obligations contained in this Agreement. Each party shall act conscientiously and in good faith to satisfy any conditions imposed by the Committee. The costs of the application, including, without limitation, the cost of preparing all necessary documentation in connection therewith, and the costs of complying with and satisfying all the conditions imposed by the Committee, if any, shall be borne by and paid by the Requesting Party alone.
- (c) In the event that the Committee does not grant its consent to the Requesting Party's application, the Requesting Party may elect to undertake all necessary appeals of the Committee's decision in order to obtain the necessary consent, all at its sole cost and expense. If the Committee does grant its consent to the Requesting Party's application and such decision is appealed, the Requesting Party may elect to oppose all such appeals, all at its sole cost and expense.
- (d) Provided that the Requesting Party obtains the necessary consent(s) (if required by operation of law) of the Committee and the discharge or the consent to the release of all of the encumbrances charging the Requesting Party's interest in the Easements being so relocated the Affected Party shall, within thirty (30) days following the later of the date upon which such consent(s) becomes final, binding and incapable of further appeal and the date that the last of the discharges or consents to the release of the encumbrances referred to above is obtained, release and reconvey such Easements and shall execute any and all documentation and do and suffer any act necessary to give effect to same. At the same time, the Requesting Party shall simultaneously grant, transfer and convey the relocated Easements to the Affected Party in priority to any financial encumbrance on the Requesting Party's Parcel. In this regard, the Requesting Party shall obtain and register at its own expense such postponements as may be required. The form of any transfers of easement required to give effect to the aforesaid grant, transfer and conveyance of the relocated Easements, shall in all material respects be identical to the Easement being released. There shall be no additional consideration payable by the parties with respect to the aforesaid release and



reconveyance of the relevant Easements, and the transfer, grant and conveyance of the relocated Easements. Provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Requesting Party all at its sole cost and expense.

### 2.3 Dispute Resolution.

Any dispute, controversy or claim under Section 2.2 (a "Dispute") shall be submitted to arbitration. Arbitration proceedings shall be commenced by the party desiring arbitration (the "Initiating Party"), and the following principles shall apply to such arbitration:

- (a) Upon Notice from Initiating Party to the other Owners involved in the dispute (collectively, the "Responding Party"), the parties shall meet and attempt to appoint a single arbitrator. If the parties are unable to agree on a single arbitrator within twenty (20) days from receipt of such Notice then, upon Notice given by a party it may apply to have an arbitrator appointed by a Judge of the Ontario Superior Court of Justice pursuant to Section 10 of the *Arbitration Act*, 1991. The provisions of the *Arbitration Act*, 1991 shall apply to any such Court application pursuant this Section.
- (b) The arbitrator selected or appointed to act hereunder shall be qualified by education and training to pass upon the particular Dispute and shall be an expert in the subject matter of the Dispute.
- (c) The arbitrator so chosen shall proceed immediately to hear and determine the Dispute. The decision and reasons therefor of the single arbitrator shall be made within twenty-five (25) Business Days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, in the event that the arbitrator fails to make a decision within twenty-five (25) Business Days after his appointment then any party may elect to have a new arbitrator chosen in like manner as if none had previously been selected.
- (d) The decision and reasons therefor of the arbitrator shall be drawn up in writing and signed by the arbitrator and shall be final and binding upon the parties thereto as to any question or questions so submitted to arbitration and the parties shall be bound by such decision and perform the terms and conditions thereto.
- (e) The compensation and expenses of the arbitrator (unless otherwise determined by the arbitrator) shall be paid in equal proportions by the parties participating in the arbitration.
- (f) No party hereto shall be deemed to be in default of any matter being arbitrated until five (5) business days after the decision of the arbitrator is delivered to all parties thereto.
- (g) Where a Dispute arises, commencement and completion of such arbitration in accordance with this Section 2.3 shall be a condition precedent to the commencement of an action by law or in equity in respect of the matter required to be arbitrated.

## ARTICLE 3 MAINTENANCE AND OPERATION

### 3.1 Maintenance and Repair of Common Roadway and Leisureworld Off-Site Parking Lands.

- (a) Each Owner shall maintain, repair and replace the portion of the Common Roadway and the Leisureworld Off-Site Parking Lands located on its respective Parcel, so as to keep such areas at all times in a safe, sightly, good and functional condition.
- (b) Each Owner shall be responsible for keeping the portion of the Common Roadway and the Leisureworld Off-Site Parking Lands located on its respective Parcel clean and free from refuse, rubbish, snow and ice.



- (c) To meet the standard required by Sections 3.1(a) and 3.1(b) of this Agreement, Leisureworld shall, when necessary, plough, salt, sand, repave, re-stripe and replace markings on the surface of the Common Roadway and the Leisureworld Off-Site Parking Lands and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic on the Common Roadway and the Leisureworld Off-Site Parking Lands. PAC shall co-operate with Leisureworld in order to permit Leisureworld to fulfil its obligations under this Section 3.1(c).
- (d) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel.
- (e) Each Owner shall cause the portion of the Common Roadway and the Leisureworld Off-Site Parking Lands located within the Owner's respective Parcel to comply in every material respect with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Common Roadway and the Leisureworld Off-Site Parking Lands for their intended purposes.
- (f) Each Owner covenants and agrees not to construct, install, erect, or affix or permit to be constructed, installed, erected or affixed any fence, wall, barrier, fixture, or other material obstruction whatsoever in, on, or between the Common Roadway and the Leisureworld Off-Site Parking Lands on their respective Parcels, or make any changes to the grade of the Common Roadway and the Leisureworld Off-Site Parking Lands on their respective Parcels which would inhibit or prevent passage, ingress and egress of pedestrians or vehicles between their respective Parcels or be inconsistent with the continued existence and use of the Common Roadway in accordance with the PAC Access Easement and the Leisureworld Off-Site Parking Lands in accordance with the Leisureworld Easement. The foregoing covenant and agreement shall not apply to temporary interruption of use for the purpose of maintaining and/or repairing the Common Roadway and the Leisureworld Off-Site Parking Lands or otherwise as may be specifically permitted by the other Owners. In making the aforesaid maintenance and repairs, the Owners shall make reasonable efforts to effect the same as expeditiously as possible and to minimize disruption for users of the parking areas.

### 3.2 Cost of Maintenance of Common Roadway and Leisureworld Off-Site Parking Lands.

- (a) Leisureworld shall arrange from time-to-time for one or more third-party contractors (individually, a "Contractor" and, collectively, the "Contractors") to carry out the Owners' maintenance obligations under Sections 3.1(a), 3.1(b) and 3.1(c) on behalf of the Owners. The decision to hire a Contractor and the terms of any such contract shall determined by Leisureworld alone.
- (b) Upon receipt of invoices from any Contractors, the Owners shall forthwith pay the invoiced amount to the Contractor in the following proportionate shares:

Leisureworld	-	ninety percent (90%); and
PAC	-	ten percent (10%).

## ARTICLE 4- LIABILITY AND INDEMNIFICATION

### 4.1 Liability; Indemnification.

Each Owner shall indemnify and hold every other Owner, tenant, and occupant of the Parcels harmless (except for loss or damage resulting from the negligent and wilful acts of such other parties) from and against any damages, liability actions, claims, and expenses (including solicitors' fees in a reasonable amount) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel, or occasioned wholly or in part by any negligent or wilful act or omission of said Owner, its tenants, agents, contractors, employees, or licensees.



#### 4.2 Liability Insurance.

Each Owner shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Common Roadways in the Parcels by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, of such Owner or the occupants of its Parcels except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the Province in which the Parcels is located and having limits for loss of life or bodily injury in the amounts of not less than Five Million Dollars (\$5,000,000) for each person and Five Million Dollars (\$5,000,000) for each occurrence and Five Million Dollars (\$5,000,000) for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance, naming the other Owner as an additional insured, endorsed to cover said Owner's agreement to indemnify as set out in Section 4.1 and shall name each additional Owner as an additional insured. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from the other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall, to the extent applicable, include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants or others for whom such Owner is responsible in law.

### ARTICLE 5 – CASUALTY INSURANCE

#### 5.1 Casualty Insurance.

The Owners of the respective Parcels shall cause to be carried "all risks" coverage property insurance on all buildings and improvements on their respective Parcels in the amount of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 4.2.

### ARTICLE 6 – MUNICIPAL OBLIGATIONS

#### 6.1 Releases.

If an Owner is required to grant any non-material portion of its Parcel to any governmental authority, the Owners shall execute such releases and discharges as may be necessary to delete this Agreement and, to the extent applicable, the PAC Access Easement and the Leisureworld Easement, from such portion so long as such release and discharge is on such terms so as to not have a material effect on such Owners' rights or materially affect the ability of such Owner to perform its obligations under this Agreement.

### ARTICLE 7 – REMEDIES

#### 7.1 Self Help.

If any Owner shall default in the performance of an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default affects the Owner of another Parcel (an "Affected Party"), such Affected Party, in addition to all other remedies it may have at law or in equity, after thirty (30) days' prior written notice to the Defaulting Owner and any First Mortgagee (as such term is hereinafter defined) (or in the event of an emergency after such notice as is practical under the circumstances) and the failure of such Owner to remedy the default during such thirty (30) day period (or cure to be commenced and diligently pursued if it can not be remedied during such thirty (30) day period), shall have the right to perform such obligation on behalf of the Defaulting Owner. If the Defaulting Owner commences to cure any such default, it shall diligently and expeditiously pursue and complete the cure. In such event,



the Defaulting Owner shall promptly reimburse the Affected Party the reasonable cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) two percent in excess of the prime lending rate (or any comparable rate if the prime lending rate is not quoted) charged by HSBC Bank Canada (or any successor thereto) for commercial loans of its most preferred commercial customers or (ii) the highest rate permitted by applicable law (the "Interest Rate").

## **7.2 Liens**

If at any time a Defaulting Owner shall fail to pay to any other Affected Owner any sum of money payable to the Affected Owner pursuant to the provisions of this Agreement, then, in addition to any rights of subrogation which the Affected Owner may have by operation of law, the Affected Owner shall (unless otherwise specifically provided herein) have a lien to secure the payment of such sum of money, together with all costs and interest accruing thereon against the interest of the Defaulting Owner in its Parcel. Such lien shall arise immediately upon the giving of written notice by the Affected Owner to the Defaulting Owner demanding payment of said sum of money by the Affected Owner and asserting the said lien against the interest of the Defaulting Owner in its Parcel. From and after the date upon which such lien arises, the Affected Owner shall be entitled to file a caution or such other notice of such lien as may be permitted by the provisions of the *Land Titles Act* or any amendments thereto or by such other legislation that may be applicable to the title of the Lands from time to time or by such other manner as a court of competent jurisdiction may determine.

## **7.3 Enforcement of Lien**

If a lien shall arise against an Owner's interest in its Parcel under Section 7.2, such lien shall be enforceable in the same manner as a mortgage in default or as may be decided by a court of competent jurisdiction.

## **7.4 Liens Survive Termination**

Notwithstanding any termination of this Agreement, any lien which shall have arisen prior to such termination pursuant to Section 7.2 shall remain in full force and effect until the amount secured thereby shall be paid in full or satisfied, together with the costs and interest provided for in Section 7.2.

## **7.5 Liens Survive Conveyance**

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to Section 7.2 and any lien which would have arisen against an Owner's interest in its Parcel pursuant to Section 7.2 had there been no conveyance or divestiture of title shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

## **7.6 Priority of Lien**

Notwithstanding anything contained herein to the contrary, the lien arising pursuant to this Agreement shall not have any priority over the interests of any mortgagees or chargees of the Parcel having a registered charge or mortgage against the Parcel or parts thereof (the "Prior Charges") prior to the registration by the parties hereto of notice of such lien on title to the Parcel and to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage"); and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage shall take title subject only to liens thereafter accruing pursuant to Section 7.2. Once registration of such notice of lien occurs, same shall be deemed to be fully postponed and subordinated to the Prior Charges, and all amendments thereto and all mortgage advances made or thereafter made from time to time under the Prior Charges.

## **7.7 Injunctive and Other Remedies.**

In the event of a breach by any Owner of any obligation of this Agreement, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of



such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owners of portions of the Parcels. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by Defaulting Owner and, if recorded without effective Dispute as provided in Section 7.11, shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

#### **7.8 Non-waiver.**

No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

#### **7.9 Non-terminable Agreement.**

No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Parcels, and any improvements thereon.

#### **7.10 Force Majeure.**

In the event any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

#### **7.11 Dispute Resolution.**

Any dispute between the parties may be litigated under the provisions of any simplified procedure for court determination of disputes applicable under the laws of the Province in which the Parcels is located, if appropriate and available, or, with the mutual agreement of the parties, may be submitted to arbitration, in either of which events, all parties will join in a request for expediting the disposition of any proceeding brought to resolve the dispute. The prevailing party in the dispute shall be reimbursed for any court charges related to the resolution of the dispute and its reasonable solicitor's fees.

### **ARTICLE 8 - TERM**

#### **8.1 Term.**

This Agreement and the rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. This Agreement is subject to the express condition that the provisions of section 50 of the *Planning Act* (Ontario) and any amendments thereto are complied with, if necessary. PAC covenants to take all necessary steps, at PAC's sole cost and expense, to obtain the requisite consent pursuant to the provisions of the *Planning Act* (Ontario). Leisureworld agrees to co-operate with PAC in connection with any such consent applications. Unless and until the required consent is obtained or such consent is not required, notwithstanding anything to the contrary contained herein, the term of this Agreement shall expire on the Termination Date. Upon the obtaining of such consent and expiry of any approval periods on or prior to the Termination Date, or if such consent is not required, the said condition shall be deemed to be fully complied with and any and all easements and rights conferred hereunder shall



continue in full force and effect as well after as before the Termination Date in accordance with the terms of this Agreement.

## ARTICLE 9 – EFFECT OF INSTRUMENT

### 9.1 Mortgage Subordination.

Any mortgage or deed of trust affecting any portion of the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to Article 7 hereof. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

### 9.2 Binding Effect.

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Parcels and shall constitute equitable servitude on the portion of the Parcels owned by such party appurtenant to and for the benefit of the other portions of the Parcels. All of the provisions of this Agreement shall be covenants running with the land. Any transferee of any part of the Parcels shall automatically be deemed, by acceptance of the title to any portion of the Parcels, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then Owner or Owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcels so conveyed that remain unsatisfied.

### 9.3 Non-Dedication.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

### 9.4 Responsibility.

Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the Leisureworld Lands and the PAC Lands, as the case may be.

## ARTICLE 10 – ASSIGNMENT OF INTEREST

### 10.1 Assignment of Interest.

A party to this Agreement (the "Assignor") may only transfer its interest in a Parcel or any part thereof (the "Sale Interest"), whether the transfer of the Sale Interest is direct or indirect or is by way of assignment, transfer, sale or other disposition or lease or ground lease (other than a mortgage), provided that such transfer also complies with the following terms and pre-conditions:

- (a) the transfer of the Sale Interest is made contemporaneously and in conjunction with the assignment of rights and obligations of the Assignor under this Agreement and the party receiving the assignment of rights and obligations of the Assignor under this Agreement (the "Assignee") is the party receiving the transfer of the Sale Interest; and



- (b) the Assignee shall contemporaneously with such transfer of the Sale Interest execute an assumption acknowledgement in favour of the non-assigning parties hereto whereby the Assignee shall be bound by all of the covenants, indemnities, agreements and obligations hereunder of the Assignor and entitled to the rights of the Assignor hereunder as if it were an original party hereto in the place and stead of the Assignor.

#### **10.2 Assignment of Interest to Condominium Corporation.**

Notwithstanding the provisions of Section 10.1, either Owner's Sale Interest may be transferred to a condominium corporation, provided that such transfer also complies with the following terms and pre-conditions:

- (a) the transfer is made contemporaneously and in conjunction with the condominium corporation's assumption of all of the obligations of the Assignor under this Agreement in respect of the Sale Interest; and
- (b) the condominium corporation shall contemporaneously with the transfer of the Sale Interest enter into an agreement in favour of the other Owners, whereby the condominium corporation shall be bound by the covenants, indemnities, agreements and obligations hereunder and entitled to the rights of the Assignor from which it acquired the Sale Interest hereunder as if it were an original party hereto in the place and stead of the Assignor.

Upon the transfer of either the Leisureworld Lands or the PAC Lands or part thereof as aforesaid and the execution and delivery by the condominium corporation of the agreement referred to in this Section 10.2, the Assignor shall have no further responsibility for the covenants, agreements and obligations under this Agreement for such part of such Parcel as has been transferred.

#### **10.3 Assignment Relating to Condominium Corporation.**

So long as a condominium exists within any Parcel and such condominium has delivered the covenant provided for in Section 10.2, then no unit owner of a unit within such condominium will be required to deliver a covenant pursuant to this Article.

### **ARTICLE 11 – STATUS CERTIFICATES AND NOTICES**

#### **11.1 Certificate of Compliance**

Each party agrees at any time and from time to time during the term of this Agreement, within 10 days after written request by the requesting party, to execute, acknowledge and deliver to the requesting party a certificate addressed to the requesting party and/or mortgagee and/or another party designated by the requesting party, that has or may acquire any interest in the Parcel, or any part thereof, stating:

- (a) that this Agreement and the Schedules attached hereto are unmodified and in force and effect or if there has been any modification, that this Agreement is in force and effect as modified and identifying the modification; and
- (b) whether or not there is any existing default hereunder by any party and if there is any such default, specifying the nature and extent thereof.

#### **11.2 Notices.**

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "Notice") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery if it is delivered by a recognized courier service to a party at the applicable address set forth below or on the date of transmission if it is delivered by facsimile to a party at the applicable facsimile number set forth below:

if to Leisureworld:	Leisureworld Inc. 8500 Warden Avenue Markham, Ontario L6G 1A5
---------------------	--

Attention: Herman Grad, President  
Fax No.: 905-415-7623

with a copy to:

Goodmans LLP  
Barristers & Solicitors  
250 Yonge Street, Box 24  
Suite 2400  
Toronto, Ontario  
M5B 2M6

Attention: Andrew Wiseman  
Fax No.: (416) 979-1234

if to either PAC or BPC: The Pentecostal Assemblies of Canada / Brampton Pentecostal  
Church Incorporated  
2450 Milltower Court  
Mississauga, Ontario  
L5N 5Z6

Attention: David L. Ball  
Fax No.: (905) 542-7313

By giving to the other parties at least 10 days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 11.2.

## ARTICLE 12 – MISCELLANEOUS

### 12.1 BPC Consent, Direction and Authorization.

BPC hereby consents to the contents of this Agreement and hereby authorizes and directs PAC to execute this Agreement and grant the Leisureworld Easement. BPC hereby covenants and agrees with Leisureworld that BPC shall:

- (a) be jointly and severally liable with PAC for each and every obligations of PAC under this Agreement and the Easements; and
- (b) indemnify and save Leisureworld harmless from any losses, damages and/or expenses suffered by Leisureworld as a result of PAC's failure to observe the terms of this Agreement.

### 12.2 Miscellaneous.

- (a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.
- (e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.



- (f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.
- (g) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF the Owners have executed this Agreement as of the date first above written.

**LEISUREWORLD INC.**

Per: \_\_\_\_\_

Name: Herman Grad

Title: President

I have authority to bind the Corporation.

**THE PENTECOSTAL ASSEMBLIES OF  
CANADA**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

We have authority to bind the Corporation.

- (f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.
- (g) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF the Owners have executed this Agreement as of the date first above written.

**LEISUREWORLD INC.**

Per: \_\_\_\_\_

Name: Herman Grad

Title: President

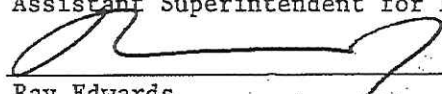
I have authority to bind the Corporation.

**THE PENTECOSTAL ASSEMBLIES OF  
CANADA**

Per:  \_\_\_\_\_

Name: David L. Ball

Title: Assistant Superintendent for Fellowship  
Resources

Per:  \_\_\_\_\_

Name: Ray Edwards

Title: Divisional Director of Fellowship Services

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

We have authority to bind the Corporation.



**BRAMPTON PENTECOSTAL CHURCH  
INCORPORATED**

Per: Mervin Thomas  
Name: MERVYN THOMAS  
Title: PRESIDENT  
Per: Sheldon Wheeler  
Name: SHELDON WHEELER  
Title: SECRETARY  
Per: B. L. Youngblood  
Name: B. L. Youngblood  
Title: Treasurer

We have authority to bind the Corporation.

## **SCHEDULE "A"**

### **Legal Description of Leisureworld Lands**

#### **Part of P.I.N. 14210-0089 (LT)**

Part of Lot 6, Concession 8 Northern Division, designated as Parts 2, 4, 5 and 6 on Reference Plan 43R-24667, City of Brampton, Regional Municipality of Peel, Land Titles Division of Peel.



**SCHEDULE "B"**

**Legal Description of PAC Lands**

**Part of P.I.N. 14210-0089(LT)**

Part of Lot 6, Concession 8, Northern Division, designated as Part 33 on Reference Plan 43R-24667, City of Brampton, Regional Municipality of Peel, Land Titles Division of Peel.

Judith Hong Wilkin  
[judith@jhwbizlaw.com](mailto:judith@jhwbizlaw.com)  
File No. 442-001

February 4, 2022

BY EMAIL to [matthew.kasujja@gmail.com](mailto:matthew.kasujja@gmail.com)

Brampton New Life Community Church  
9281 Goreway Dr.  
Brampton, Ontario  
L6P 0N5

Attn: Matthew Kasujja

Dear Sirs/Mesdames:

**Re: Relocation of Easements**

---

I have revised the amended and restated mutual easement and operating agreement dated as of December 7, 2001 (the “**Agreement**”) between Leisureworld Inc. (“**Leisureworld**”), The Pentecostal Assemblies of Canada (“**PAC**”) and Brampton Pentecostal Church Incorporated. You have advised that Leisureworld is no Sienna, and Brampton Pentecostal Church Incorporated is now Brampton New Life Community Church (“**NLCC**”). You have also advised that PAC/NLCC wishes to relocate certain easements granted by PACC/NLCC in favour of Leisureworld/Sienna.

The Agreement expressly provides for relocation of easements by owners in Section 2.2. Section 2.2 does not state that prior consent of the other owner is required if one owner wishes to relocate easements. However, Section 2.2 also sets out procedures to be followed for any easement relocation. These procedures include the requesting owner consulting with the affected owner, providing the affected owner documentation in connection with the application for regulatory approval, and keeping the affected party informed of the application process. Section 2.2(b) also gives the affected party the right to determine whether or not to execute any documents regarding the application or satisfaction of conditions in the application provided the affected party acts reasonably. Accordingly, even though Section 2.2 does not expressly require the affected party’s approval or consent, the affected party can refuse to sign documents for the application or the satisfaction of application conditions.

I have included in the table below a summary of procedures for the easement relocation under Section 2.2 of the Agreement. Please note this table is a summary only and does not include all the provisions in Section 2.2. The summary below is qualified in its entirety by the provisions in the Agreement. Please do not rely on the summary table alone when proceeding with the relocation process and be sure to review the actual agreement as well.



Summary of Easement Relocation Procedure in Section 2.2 of the Agreement:	
2.2(a)	<ul style="list-style-type: none"><li>Owner has right to permanently relocate or replace easements</li><li>Relocated easements are to be substantially similar to old easements in benefits and convenience of use</li><li>Requesting party to provide notice of request to the other party and include detailed plans, drawings and specifications, and a draft reference plan and new survey if servient tenement of an easement is to be relocated to a difference part of a reference plan</li></ul>
2.2(b)	<ul style="list-style-type: none"><li>Requesting party to make all applications to the Committee of Adjustment for all consents re relocation</li><li>Requesting party must consult with affected party in a meaningful and bona fide way regarding the application and keep affected party informed</li><li>Affected party will act reasonably in determining whether to not to execute any documents</li><li>Requesting party to bear costs of application including costs of preparing documents and satisfying and complying with conditions</li></ul>
2.2(c)	<ul style="list-style-type: none"><li>Requesting party can appeal committee decision of consent is not granted, or oppose any appeal if consent is granted, at requesting party’s sole expense</li></ul>
2.2(d)	<ul style="list-style-type: none"><li>Within 30 days after all consents are obtained and not subject to appeal, and all affected encumbrances are discharged or consents to release are obtained, affected party shall sign documents to release and convey the old easements to the requesting party and the requesting party shall release and convey the new easements to the affected party in priority to any financial encumbrance</li><li>No additional consideration is to be paid for the conveyance and reconveyance</li><li>Requesting party is to pay for the costs of conveying the easements</li></ul>

Please contact me if you have any questions.

Yours truly,

Hong Wilkin Business Law Professtional Corproation

“Judith Hong Wilkin”

Judith Hong Wilkin  
Principal Lawyer

**Steve Roy**  
to me ▾

1:45 PM (35 minutes a

Thanks Ian, I think at this point, we would be willing to allow for the easement, if you would provide like for like stall count as a replacer confirm that any of our out of pocket will be reimbursed by your group.

Thanks Ian.

**Steve Roy**

Senior Vice President, Real Estate Development & Construction

**Sienna** Senior Living

The warmth of human connection

c: (437) 331-6863  
f: (905) 415-7623  
e: [steve.roy@siennaliving.ca](mailto:steve.roy@siennaliving.ca)

302 Town Centre Boulevard, Suite 300  
Markham, Ontario, L3R 0E8



