

**MASTER SETTLEMENT AGREEMENT**  
(this “**Agreement**”)

WHEREAS the Corporation of the Town of Grimsby (the “**Town**”) commenced Application No. CV-19-00059212-0000 (the “**Town Application**”), including for an Order vesting any and all right, title, estate and interest in the lands identified in the Land Registry System as Registry PIN 46024-0027 (R) and further described as Lot 313 CP PL 4 Grimsby Lane, Grimsby, and identified as Parts 1, 2, 3, 4, and 5 on the draft reference plan (the “**Draft Reference Plan**”) attached as **Schedule “A”** (collectively, the “**Laneway**”);

AND WHEREAS Homes by DeSantis (Downtown) Inc. (“**DeSantis**”) is the owner of lands known municipally as 21, 23 Main Street East and 6 Doran Avenue and legally described as Firstly, LT 317 CP PL 4 GRIMSBY; GRIMSBY being all of PIN 46024-0024(LT); Secondly, LT 315-316 CP PL 4 GRIMSBY, EXCEPT PT 1, 30R13288; GRIMSBY, being all of PIN 46024-0220(LT); and Thirdly, LT 312 CP PL 4 GRIMSBY; GRIMSBY, being all of PIN 46024-0028(LT) (collectively, the “**DeSantis Property**”). DeSantis commenced Application No. CV-19-00059218-0000 (the “**DeSantis Application**”), including for a Declaration that DeSantis is the absolute owner of the portion of the Laneway bisecting the DeSantis Property identified as Parts 3, 4, and 5 on the Draft Reference Plan (the “**Remnant Parcel**”);

AND WHEREAS the Ontario Superior Court of Justice by its Order dated December 19, 2019 consolidated the Town Application and the DeSantis Application into one proceeding, with the Town as the Applicant, with DeSantis, as the Respondent in the Application and the Applicant in the Counter-Application, and with Irene (Fox) Brons

("Brons") and Alvin Melville ("Melville") as Respondents in the Application and in the Counter-Application (the "**Consolidated Proceeding**");

AND WHEREAS the Town is a party to Appeals to the Local Planning Appeal Tribunal ("**LPAT**") brought by DeSantis with respect to the Town's non-decisions regarding DeSantis' applications for an Official Plan Amendment and Zoning By-law Amendment to permit a 4 storey mixed-use development for the DeSantis Property, amended as of May 4, 2018 (collectively, the "**Development Application**") (LPAT Case No. PL190004) (the "**LPAT Appeal**");

AND WHEREAS the Remnant Parcel is required for the Development (as defined below);

AND WHEREAS when Town Staff first considered the Development Application it was the Town's understanding that the Town was the owner of the Laneway;

AND WHEREAS the Town's Planning Report (P.A. 18-32) dated October 9, 2018 (the "**Staff Report**") recommends the approval of the former version of the Development Application, subject to the following conditions,

- 1. That an Official Plan Amendment in the form attached as Attachment A to the peer review be approved once recommendations 3 and 4 are met.*
- 2. That the proposed application for Zoning By-law Amendment at 21-23 Main Street East and 6 Doran Road be approved in principle and that the reading of the by-law attached as Attachment B to the peer review occur once recommendations 3 and 4 are met.*
- 3. That the Cultural Heritage Report be updated to the satisfaction of the Town to address the comments raised by Letourneau Heritage Consulting Inc. with regards to heights, scale, massing and setbacks, as well as to address the appropriate heritage policy in the impact analysis;*
- 4. That the entirety of the properties covered by the application be merged into one lot.*
- 5. That the creation of an easement, through the subject property to provide access from the lane to Doran Avenue, be addressed during the Site Plan Control process.*

AND WHEREAS the Staff Report recommends the following with respect to the closure and sale of the Laneway,

*4.0 LANE CLOSING*

*Planning staff have discussed the closing of the lane with internal departments. We have concluded that the closure and sale of the lane to the applicant in order to facilitate the development of the subject lands is appropriate provided there is a public easement provided in order to obtain vehicular access from the remaining lane to Doran Avenue. The consolidation of the subject lands, including the lane, are a prerequisite for the final passage of the Official Plan and Zoning Amendments as described in the peer review.*

*The transfer of the lane will have to follow normal protocol required by the Municipal Act and the Town's by-law regarding the sale and other disposition of land. The provision of the easement has been agreed to by the applicant and its acquisition will be a condition of the site plan review process.*

AND WHEREAS on October 9, 2018 the Town Planning & Development Committee moved to defer the Development Application and that staff be authorized to commence the process for the disposition of the lane described in Town Planning Report (P.A. 18-32);

AND WHEREAS Town Council at their October 15, 2018 meeting resolved that the Planning & Development Committee meeting minutes of October 9, 2018 be received and that the recommendations contained therein be approved;

AND WHEREAS as a result of a dispute as to the ownership of the Laneway, the Town instructed its legal counsel to seek a Court order declaring the Town as the owner of the Laneway;

AND WHEREAS DeSantis has amended the development proposal that is the subject of the Development Application, as set out in the drawings in **Schedule "B"** (collectively, the "**Revised Scheme**"), to seek approval of revised proposed forms of the Official Plan Amendment and Zoning By-law Amendment in the forms set out in **Schedule "C"** (the

“**Amending By-laws**”) for purposes of a development on the Property and the Remnant Parcel substantially in accordance with the Revised Scheme (the “**Development**”);

AND WHEREAS DeSantis has requested that the Town enter into Minutes of Settlement resolving the Consolidated Proceeding with Brons and with Melville (collectively, the “**Court Minutes of Settlement**”), the details of which are further particularized below;

AND WHEREAS DeSantis has requested that the Town enter into Minutes of Settlement resolving the LPAT Appeal (the “**LPAT Minutes of Settlement**”), the details of which are further particularized below;

AND WHEREAS DeSantis has requested that the Town enter into two easement agreements (the “**Easement Agreements**”), the details of which are further particularized below;

AND WHEREAS DeSantis has requested that the Town enter into an option agreement (the “**Option Agreement**”), the details of which are further particularized below;

AND WHEREAS, after due consideration of each agreement, as amended in accordance with Town Council’s requests, Town Council has determined to enter into the Court Minutes of Settlement, the LPAT Minutes of Settlement, the Easement Agreements, and the Option Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties by their legal counsel on behalf of their clients, the Town and DeSantis (collectively, the “**Parties**”) agree:



1. To resolve the Consolidated Proceeding as set out in the Court Minutes of Settlement, to be entered into on the date hereof and attached as **Schedule “D”**, whereby the Town, DeSantis, Brons and Melville seek Orders from the Ontario Superior Court of Justice (i) making certain directions with respect to costs (the **“Main Order”**) and (ii) extinguishing the right, title, estate and interest of certain persons, extinguishing other encumbrances, vesting title to the land identified as Parts 1 and 2 on the Draft Reference Plan in the Town and vesting title to the Remnant Parcel in DeSantis subject to an easement (the **“Remnant Parcel Easement”**) (the **“Vesting Orders”**), all as further set out in the Court Minutes of Settlement.
2. In addition to DeSantis’ payment of the Town’s legal costs of the Consolidated Proceeding fixed at \$96,842.00 up to June 29, 2020 upon the issuance of the LPAT order approving the Amending By-laws, as set out in the Court Minutes of Settlement, DeSantis shall also pay the Town’s further outstanding legal costs after June 30, 2020 associated with obtaining the Vesting Orders on a Partial indemnity basis, if these costs are not fully reimbursed by a costs award against Brons in favour of the Town, such costs to be agreed or assessed by an assessment officer of the Superior Court.
3. That DeSantis will, as soon as possible after registration of the Vesting Orders on title to Parts 1 and 2 and on title to the Remnant Parcel, as applicable (**“Registration of the Orders”**), apply to the Land Registrar to convert the Remnant Parcel to Land Titles and, if and when such conversion is completed, that DeSantis will, as soon as possible thereafter, apply to the Land Registrar to

consolidate the parcel register for the Remnant Parcel with the parcel registers for the DeSantis Property.

4. That the rights of the Town and its servants, agents, contractors, subcontractors, the public at large, and Grimsby Power Inc. under the Remnant Parcel Easement, and the obligations of DeSantis thereunder, shall cease during the period of the construction on the Remnant Parcel effected pursuant to a valid building permit associated with the Development;
5. In the event of any conflict or inconsistency, relating to the Remnant Parcel Easement, between the provisions of this Agreement and the provisions of the vesting order creating the Remnant Parcel Easement, the provisions of this Agreement shall prevail;
6. That the Remnant Parcel Easement shall be released by the Town in accordance with the Site Plan Agreement to be entered into between DeSantis and the Town and registered on title in connection with the Development (the “**Site Plan Agreement**”).
7. That DeSantis and the Town shall execute and deliver an Option Agreement in the form attached as **Schedule “F”** (the “**Option Agreement**”), to be held in escrow pending the Registration of the Orders, granting the Town an option to purchase the Remnant Parcel at a nominal value if DeSantis does not submit an application for site plan approval for the Development within three years of any LPAT approval of Amending By-laws, and if DeSantis does not obtain a building permit within three years of the registration of the Site Plan Agreement.

8. That DeSantis and the Town shall execute and deliver an easement agreement in the form attached as **Schedule “G”** (the “**Access Easement Agreement**”), to be held in escrow pending the Registration of the Orders, granting to the Town a temporary surface easement in gross (the “**Access Easement**”) over the land identified as Parts 4, 6, and 7 on the Draft Reference Plan (the “**Access Land**”), and that:

- (a) The rights of the Town and its servants, agents, contractors, subcontractors and the public at large thereunder, and the obligations of DeSantis thereunder, shall cease during the period of the construction on the Access Land effected pursuant to a valid building permit associated with the Development;
- (b) In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Access Easement Agreement, the provisions of this Agreement shall prevail; and
- (c) Immediately following the conclusion of construction of the Development, the Access Easement shall be released in exchange for the granting by DeSantis to the Town of a perpetual strata easement over the Access Land (the horizontal boundaries of which being subject to minor alterations to reflect the location of the Access Easement as a result of the site plan approval process in respect of the Development), having a lower limit at the developed grade of Access Land and having an upper limit generally of the same height as the upper limit of the first storey of the Development above

grade along Doran Avenue, for the purpose of vehicular access by the general public, in accordance with the Site Plan Agreement;

9. That DeSantis and the Town shall execute and deliver an easement agreement in the form attached as **Schedule “H”** (the **“Alignment Easement Agreement”**), to be held in escrow pending the Registration of the Orders, granting to the Town an easement in gross (the **“Lane Alignment Easement”**) over the land identified as Part 8 and 9 on the Draft Reference Plan (the **“Lane Alignment Land”**), and that:
  - (a) The rights of the Town and its servants, agents, contractors, subcontractors and the public at large thereunder, and the obligations of DeSantis thereunder, shall cease during the period of the construction on the Alignment Land effected pursuant to a valid building permit associated with the Development;
  - (b) In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Alignment Easement Agreement, the provisions of this Agreement shall prevail; and
  - (c) The Lane Alignment Easement is to be replaced at the conclusion of the construction of the Development in accordance with the Site Plan Agreement by the necessary land dedication required to straighten the Laneway.

10. That the Access Easement Agreement and the Alignment Easement Agreement (together, the “**Easement Agreements**”) shall be registered on title by the Town immediately following the Registration of the Orders.
11. That the Town shall register the Option Agreement on title immediately following the registration of the Easement Agreements.
12. That the Town shall support DeSantis’s development applications in respect of the Development and hereby confirms that the Development will be permitted by the Town’s official plan and zoning by-law as amended by the Amending By-laws.
13. The Parties agree that, in the event less than 87 dwelling units are developed on the site, DeSantis may elect to use any parking made surplus by the said reduction in dwelling units, to increase the amount of the public gross floor area of the restaurant use provided the required amount of parking under the Town’s Zoning By-law 14-45, as amended, is complied with.
14. That DeSantis shall bear all costs associated with implementing the Development and the Site Plan Agreement, including, but not limited to, their implementation of the public laneway on the lands over which the Remnant Parcel Easement, the Access Easement and the Lane Alignment Easement are situated.
15. To resolve the LPAT Appeal as set out in the LPAT Minutes of Settlement attached as **Schedule “I”**, to be entered into by the parties on the date hereof, pursuant to which the Town and DeSantis shall:

- (a) Jointly notify the LPAT of the settlement of the LPAT Appeal between the Parties and file a copy of the LPAT Minutes of Settlement with the LPAT;
  - (b) Jointly request that the LPAT approve the Amending By-laws;
  - (c) Bear their own costs in connection with the LPAT Appeal and shall not make requests to the LPAT for costs in connection with the LPAT Appeal.
16. The Parties agree that this Agreement was to be conditional upon the Town obtaining Town Council approval, in its sole and unfettered discretion, and was not to be legally binding on the Town unless and until a by-law or resolution had been passed confirming or approving this Agreement. If a Town by-law or resolution confirming or approving this Agreement and all agreements to be entered into pursuant hereto was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual agreement, to become null and void and neither party was to have any claim against the other with respect to this Agreement. A resolution approving this Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving this Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.
17. If the Main Order and Vesting Orders are not obtained, and the Registration of the Orders does not occur, on or before June 1, 2021, this Agreement shall, unless extended by mutual agreement, become null and void, and the Option Agreement,

the Access Easement Agreement, and the Alignment Easement Agreement shall not be released from escrow and shall be returned to DeSantis, and neither party shall have any claim against the other with respect to this Agreement other than in respect of covenants in paragraph 1.

18. Should this Agreement become null and void pursuant to paragraph 17, the contents of this Agreement and the fact that the parties entered into the Agreement will be deemed to have been made without prejudice to the position of either party for the purpose of any proceeding before the Superior Court of Justice or LPAT.
19. If the Amending By-laws are not approved by the LPAT on or before September 27, 2021, unless extended by mutual agreement, the Town shall release the Access Easement and the Lane Alignment Easement.
20. The Parties acknowledge that as a result of the COVID-19 outbreak, the availability of the Ontario Superior Court of Justice and LPAT, as well as the administrative functions of the Town may be impacted and there may be a delay in proceeding with the foregoing process, including the scheduling of Town Council meetings. The Parties agree, acting reasonably that they will take the necessary steps to facilitate this process in good faith and on a time-is-of-the-essence basis.
21. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. This Agreement may be executed either in original or faxed form or electronic PDF, and the parties adopt any signature received by receiving fax machine or PDF as original signatures of the parties.
23. Each Party undertakes and agrees to execute and deliver any other documents, and to provide its co-operation, as may be reasonably required to give effect to this Agreement.
24. The terms of this Agreement are confidential and will not be disclosed except:
  - (a) to the financial and legal advisors to the Town or DeSantis;
  - (b) to the shareholders, management and employees of the Town or DeSantis;
  - (c) as may be required by law; and
  - (d) as may be required to enforce this Agreement, the Court Minutes of Settlement, the LPAT Minutes of Settlement, the Easement Agreement or the Option Agreement.

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DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN)  
INC.**

By their Solicitors. Stikeman Elliott LLP

Per: 

\_\_\_\_\_  
Calvin Lantz

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN  
OF GRIMSBY**

By their Solicitors, Gowling WLG (Canada)  
LLP

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

John S. Doherty

DATED October 29, 2020

**HOMES BY DESANTIS (DOWNTOWN)  
INC.**

By their Solicitors, Stikeman Elliott LLP

Per: \_\_\_\_\_  
Calvin Lantz

DATED October 23, 2020

**THE CORPORATION OF THE TOWN  
OF GRIMSBY**

By their Solicitors, Gowling WLG (Canada)  
LLP

Per: \_\_\_\_\_  
John S. Doherty

**Schedule A  
Draft Reference Plan**

Attached.





**Schedule B  
Revised Scheme**

Attached.



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK.  
ALL DRAWINGS MAY BE TO BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OR OTHER AGENCIES WITH AUTHORITY.  
ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.  
THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND KEY TO DETAIL LOCATION.

DETAIL NUMBER	No.
DRAWING SHEET NUMBER	No.

DRAWING SETS ISSUED	No.	DATE (DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
ISSUED FOR ZONING	2	04.05.18	MS
ISSUED FOR ZONING	3	24.03.20	MS
ISSUED FOR ZONING	4	09.06.20	MS

REVISIONS TO DRAWING	No.	DATE (DD/MM/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

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ARCHITECTS  
ONTARIO

MEMBER  
POLYSLAW WYSZKOWSKI  
L.P. 7846

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
Author: Checker:  
DRAWING VERSION: PLOT DATE:  
DRAWING SHEET NUMBER: A400



1 SOUTH ELEVATION  
A400 1:100



2 NORTH ELEVATION  
A400 1:100

**NOTE:**  
EFS SYSTEMS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EFS SHALL BE INSTALLED AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS

**NOTES:**  
ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 6098. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.  
GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10  
GUARDS SHALL COMPLY WITH O.B.C. 4.3.6  
ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13  
GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 800mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.  
ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 5.7.2.2. PROTECTION OF WINDOWS IN APARTMENT BUILDINGS SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW  
ALL DOOR AND WINDOW FRAMES AND CASHS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.  
REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS  
ENSURE CO-ORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITHIN ALUMINUM SCREENS  
ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 C/W METAL BACK PAN  
DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
ST	EFS 1 - BEIGE
S2	EFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARRISCRAFT REINFORCED STONE
BR1	BRICK - RED





1 EAST ELEVATION  
A401 1:125

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK. ALL DRAWINGS MAY BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OR OTHER AGENCIES WITH AUTHORITY.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
No.	DRAWING SHEET NUMBER

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ISSUED FOR PERMITTING	1	04.05.18	MS
REVISED FOR ZONING	2	04.05.18	MS
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REVISED FOR ZONING	4	09.06.20	MS

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD/M/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
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MEMBER  
POLYMER WYCKOSKI  
LAW FIRM  
7084

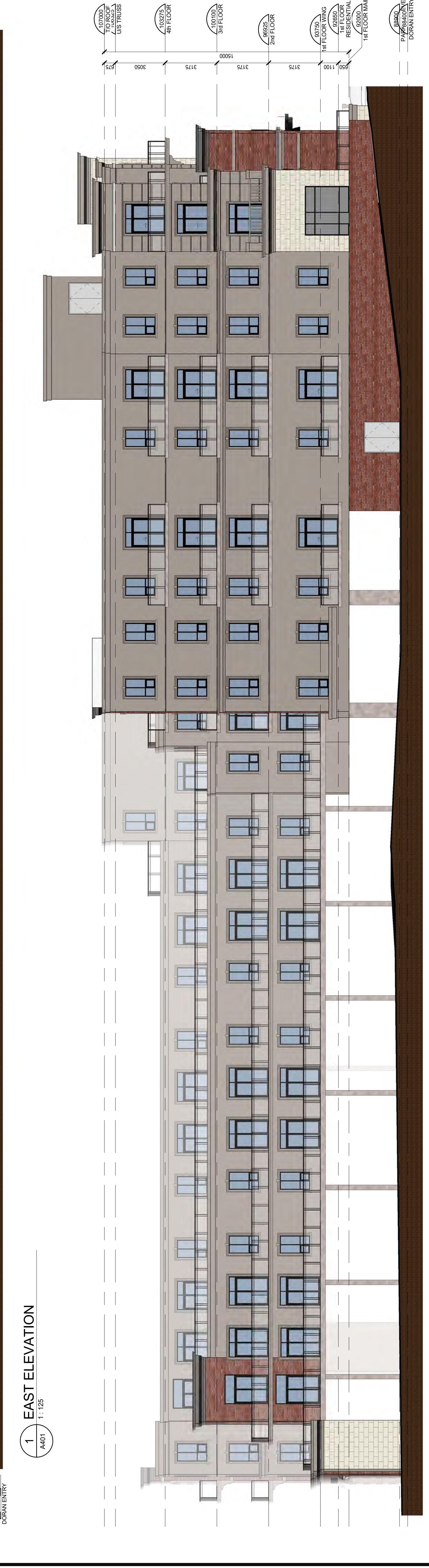
Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DRAWING VERSION: [Version]  
PLOT DATE: [Date]  
DRAWING SHEET NUMBER: A401



2 WEST ELEVATION  
A401 1:125

LEGEND

GL	GLAZING PANEL
SP	SPANDREL PANEL
S1	EIFS 1 - BEIGE
S2	EIFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARSUSCRAFT MANUFACTURING
BR1	BRICK - RED

**NOTES:**

ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.

GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10

GUARDS SHALL COMPLY WITH O.B.C. 4.3.8

ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13

GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 600mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.

ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 AND ALL WINDOW FRAMES AND SASHES TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.

REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS

ENSURE COORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITH ALUMINUM SCREENS

ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 CW METAL BACK PAN

DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**NOTE:**

EIFS SYSTEM IS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILS OF THE EIFS INSTALLATION AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION AND CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS



1 GROUND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

21 UNITS  
2- 2B  
9- 1B+D  
10- 1B

SELLABLE 1211 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 2122 m<sup>2</sup>



2 2ND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

29 UNITS  
6- 2B  
12- 1B+D  
11- 1B

SELLABLE 1840 m<sup>2</sup>  
GROSS 2106 m<sup>2</sup>



3 3RD FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

22 UNITS  
8- 2B  
11- 1B+D  
3- 1B

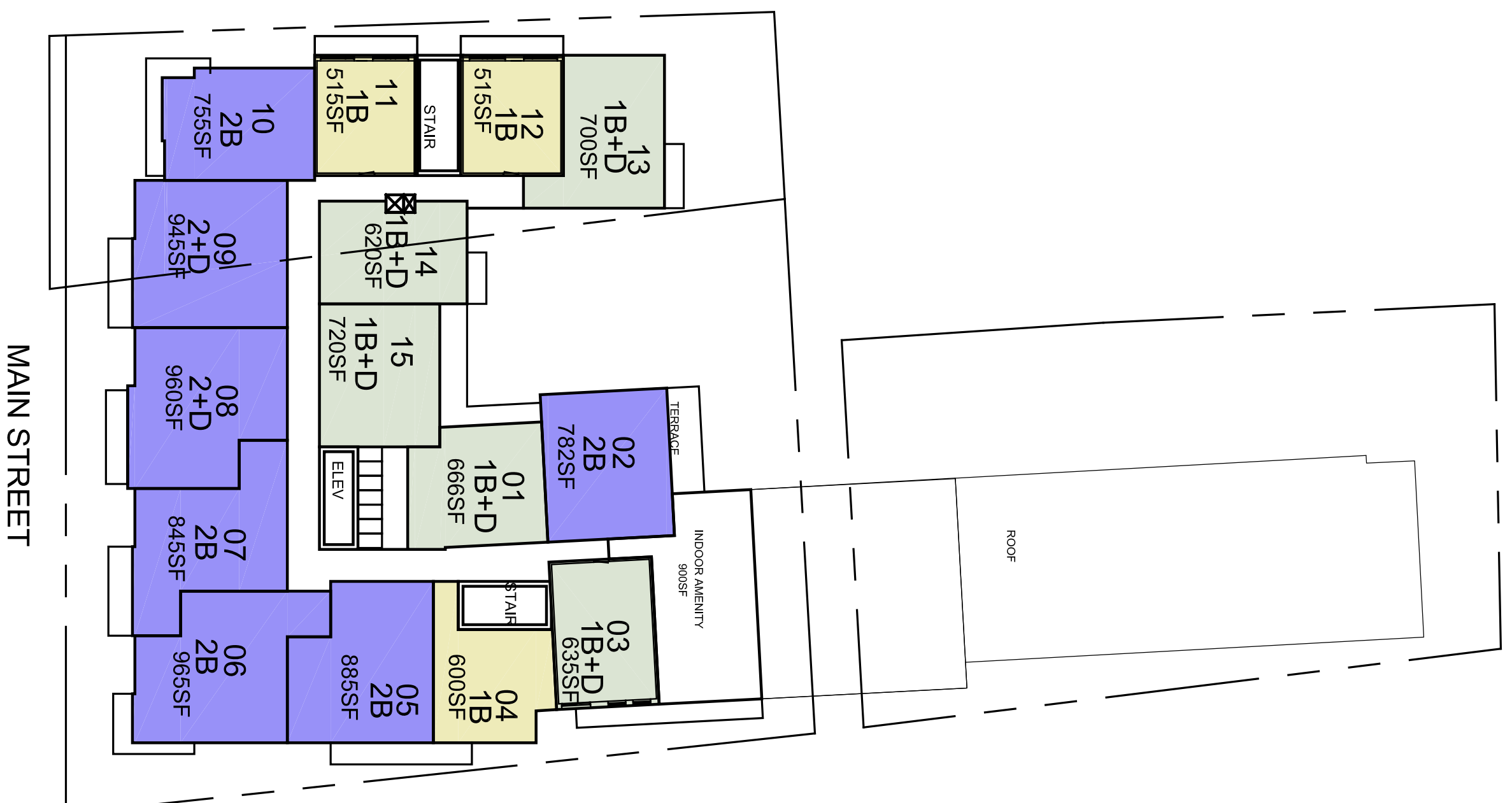
SELLABLE 1495 m<sup>2</sup>  
GROSS 1802 m<sup>2</sup>



4 4TH FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

15 UNITS  
7- 2B  
5- 1B+D  
3- 1B

SELLABLE 1044 m<sup>2</sup>  
GROSS 1295 m<sup>2</sup>



TOTAL ABOVE MAIN  
87 UNITS  
23- 2B  
37- 1B+D  
27- 1B

SELLABLE 5590 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 7325 m<sup>2</sup>

84.5%



REVIEW SUBMITTAL  
GABRIEL DESANTIS  
 REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT  
DATE:

CONTRACTOR MUST CHECK AND CARRY ALL CHANGES AND JOB NO. CHANGES TO BE MADE TO THE DRAWING. ALL CHANGES MUST BE APPROVED BY THE ARCHITECT. ALL CHANGES MUST BE APPROVED BY THE ARCHITECT. ALL CHANGES MUST BE APPROVED BY THE ARCHITECT. ALL CHANGES MUST BE APPROVED BY THE ARCHITECT.

DATE	BY
2020.09.20	MB
2020.09.20	MB
2020.09.20	MB

REVISIONS TO DRAWING	NO. (DD.MM.YY)	DATE

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED  
REVISIONS TO DRAWING NO. (DD.MM.YY) BY DATE

**NOT FOR CONSTRUCTION**

BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYMH-1**  
ARCHITECTURE • SOLUTIONS

KNYMH INC.  
1006 SCHEWEN DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7R 0V1  
F: 905.639.0394  
H: 905.639.0394  
www.knymh.com hlo@knymh.com

ONTARIO ASSOCIATION OF ARCHITECTS  
REGISTERED PROFESSIONAL ARCHITECTS  
LICENSE

HOMES BY  
**Desantis**  
THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
**SITE PLAN CONCEPT**  
87 UNITS - 4 STOREY

DRAWING SCALE:  
1:150

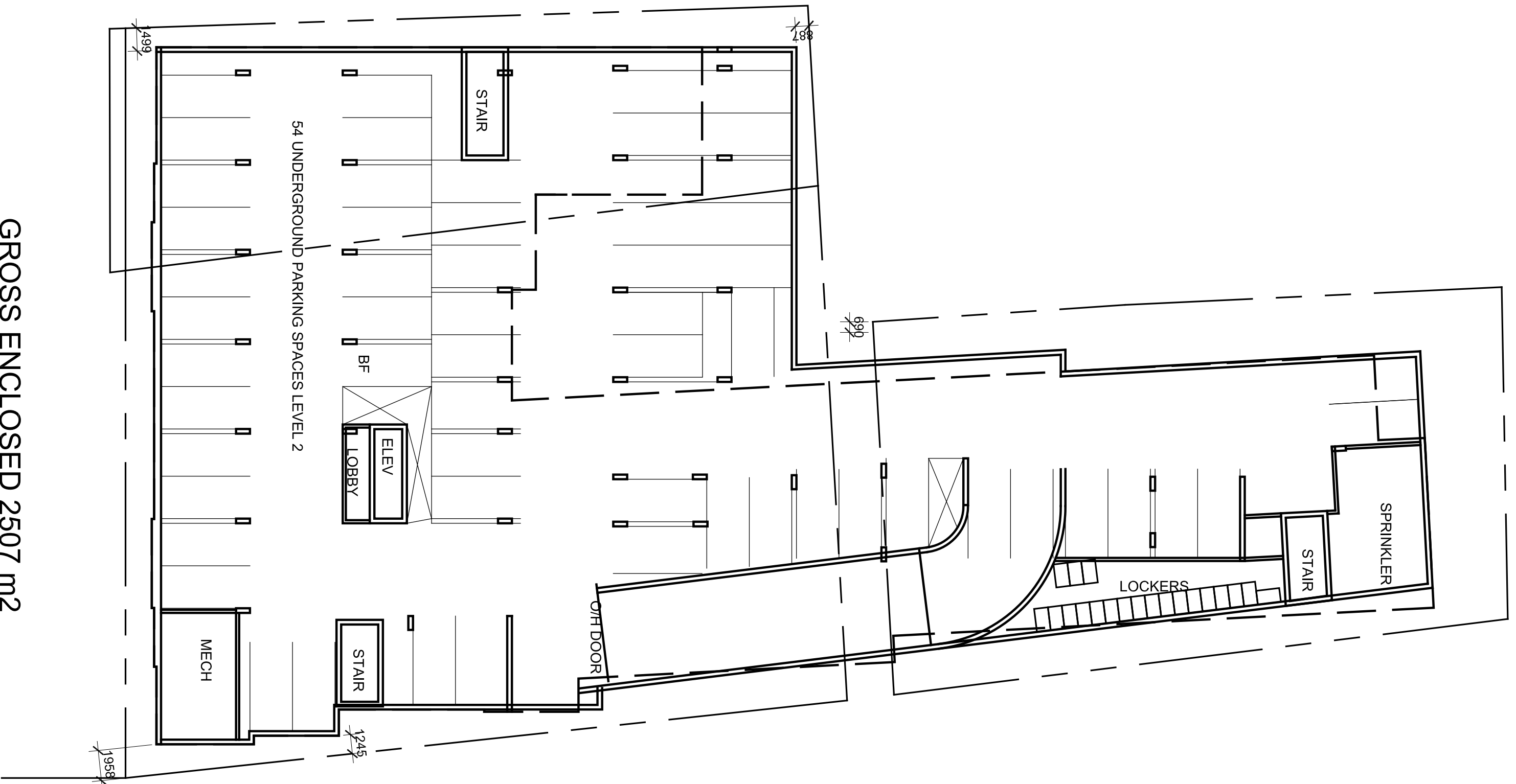
PROJECT NUMBER:  
17010

DRAWN BY: | CHECKED BY:  
DRAWING VERSION: 001  
DRAWING SHEET NUMBER: SP1

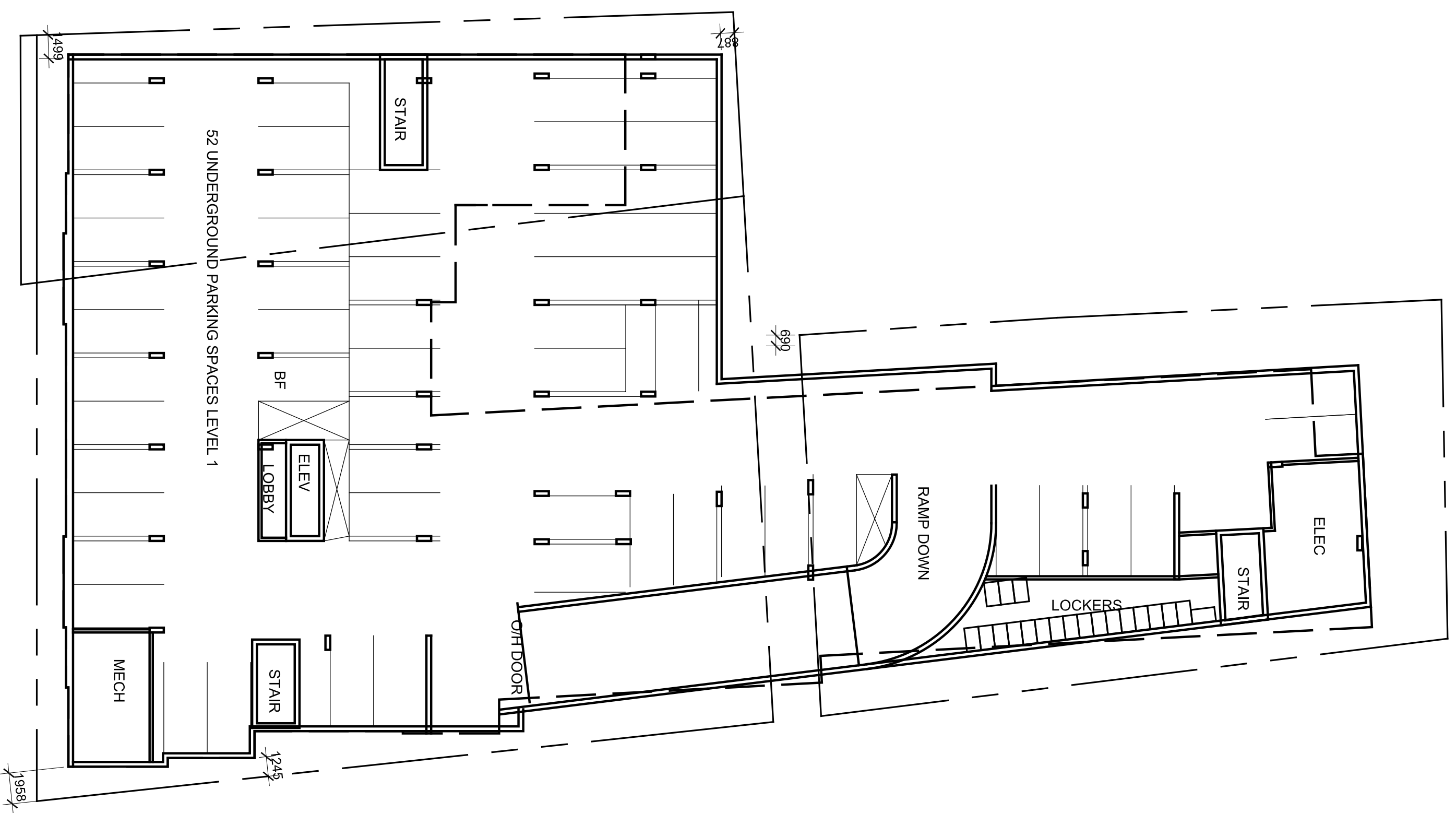
DATE:  
September 22, 2020



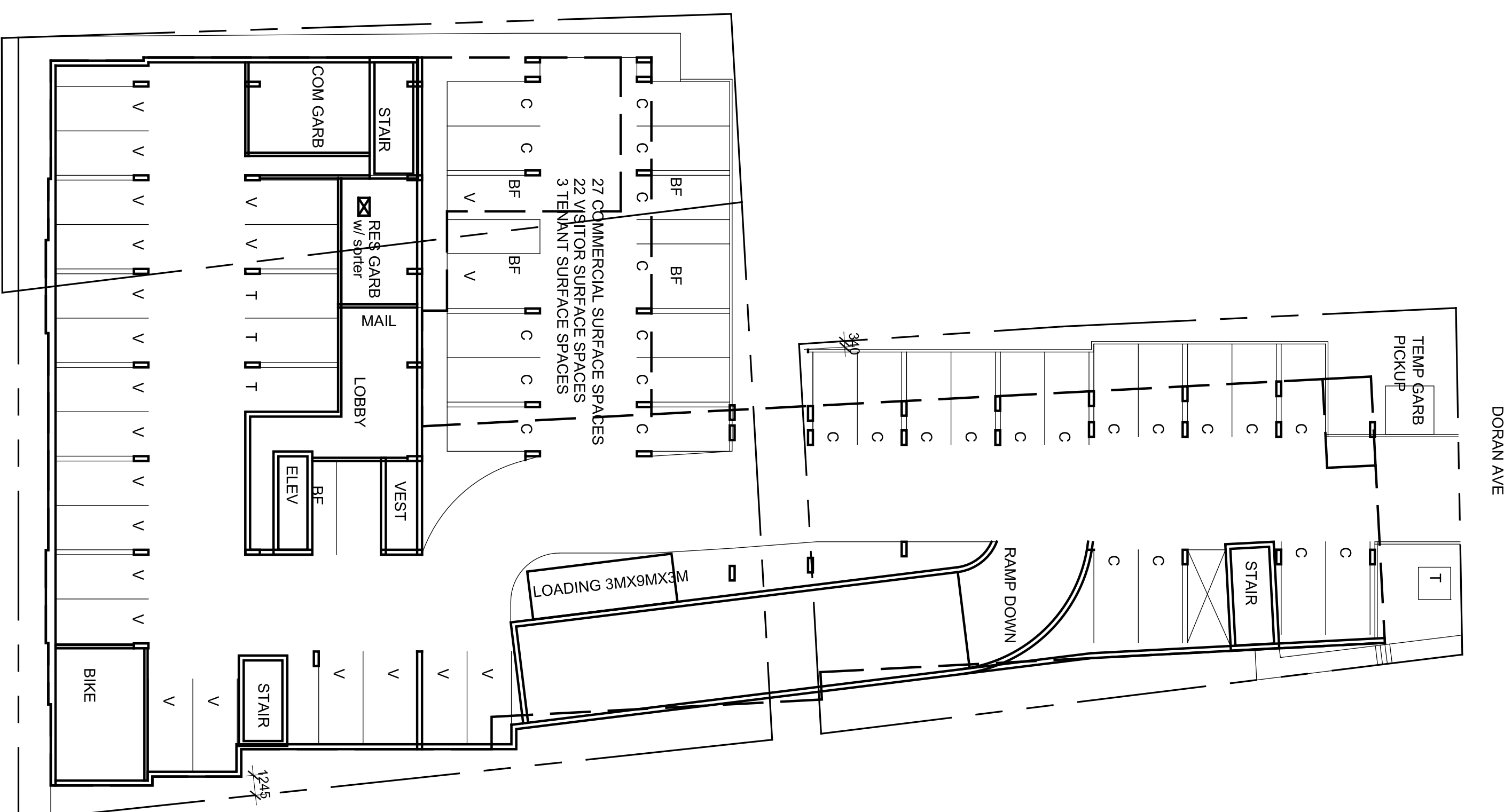
COMMERCIAL	REQUIRED	PROVIDED
3455 SM SERVICE	10	10
3035 SF RESTAURANT (1000SF DINING) 80% = 16.5	17	17
UNIT @ 1.25 = 108.75	109	109 (106 SECURE)
VISITOR @ 0.25 = 21.75	22	22
TOTAL RESIDENTIAL @ 1.5 PER	131	131 TOTAL RESIDENTIAL
	158	158 PROVIDED



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 2



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 1



GROSS ENCLOSED 1014 m2  
SURFACE PARKING LEVEL



**REVIEW SUBMITTAL**  
GABRIEL DESANTIS  
 REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT  
DATE:

KEY TO DETAIL LOCATION	No.	DETAIL NUMBER	DRAWING SHEET NUMBER
	0		

DRAWING SETS ISSUED	No. (DUAL N)	DATE	BY
ISSUED FOR PERMITTING	1	2020.09.20	MB
ISSUED FOR ZONING	2	2020.09.20	MB
ISSUED FOR ZONING	3	2020.09.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED	REVISIONS TO DRAWING	DATE	BY

**NOT FOR CONSTRUCTION**

BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYVI-1**  
ARCHITECTURE • SOLUTIONS

KNYVI INC.  
1005 SCHEW DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7R 0V1  
T 905.639.6995  
F 905.639.0394  
www.knyvi.com  
info@knyvi.com

ONTARIO ASSOCIATION OF ARCHITECTS  
LICENSED ARCHITECT  
KRYZEMSLAW WASKOWSKI

HOMES BY **Desantis**  
THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
**PARKING LEVELS  
87 UNITS - 4 STOREY**

DRAWING SCALE: 1:150	PROJECT NUMBER: 17010
DRAWN BY: CHECKED BY:	DRAWING SHEET NUMBER: UG1
DRAWING VERSION: 001	DATE: September 22, 2020

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REGULATIONS BEFORE COMMENCING WORK. ALL PERMITS MUST BE OBTAINED FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY BEFORE COMMENCING WORK. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND REPAIR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS/HER WORK.

KEY TO DETAIL LOCATION  
 No. DETAIL NUMBER  
 No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD.MM.YY)	BY
ISSUED FOR PERMITTING	1	09.08.20	MB
ISSUED FOR CONSTRUCTION	2	09.08.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD.MM.YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER:  
 NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYMH**  
 ARCHITECTURE • SOLUTIONS

KNYMH INC.  
 1006 SKYVIEW DRIVE • SUITE 101  
 BURLINGTON, ONTARIO • L7P 0V1  
 T 905.630.6595  
 F 905.630.6394  
 www.knymh.com  
 info@knymh.com

ASSOCIATION  
 of  
 ARCHITECTS  
 OF  
 ONTARIO  
 PRZEMISŁAW MISZKOWSKI  
 LICENCE  
 1984

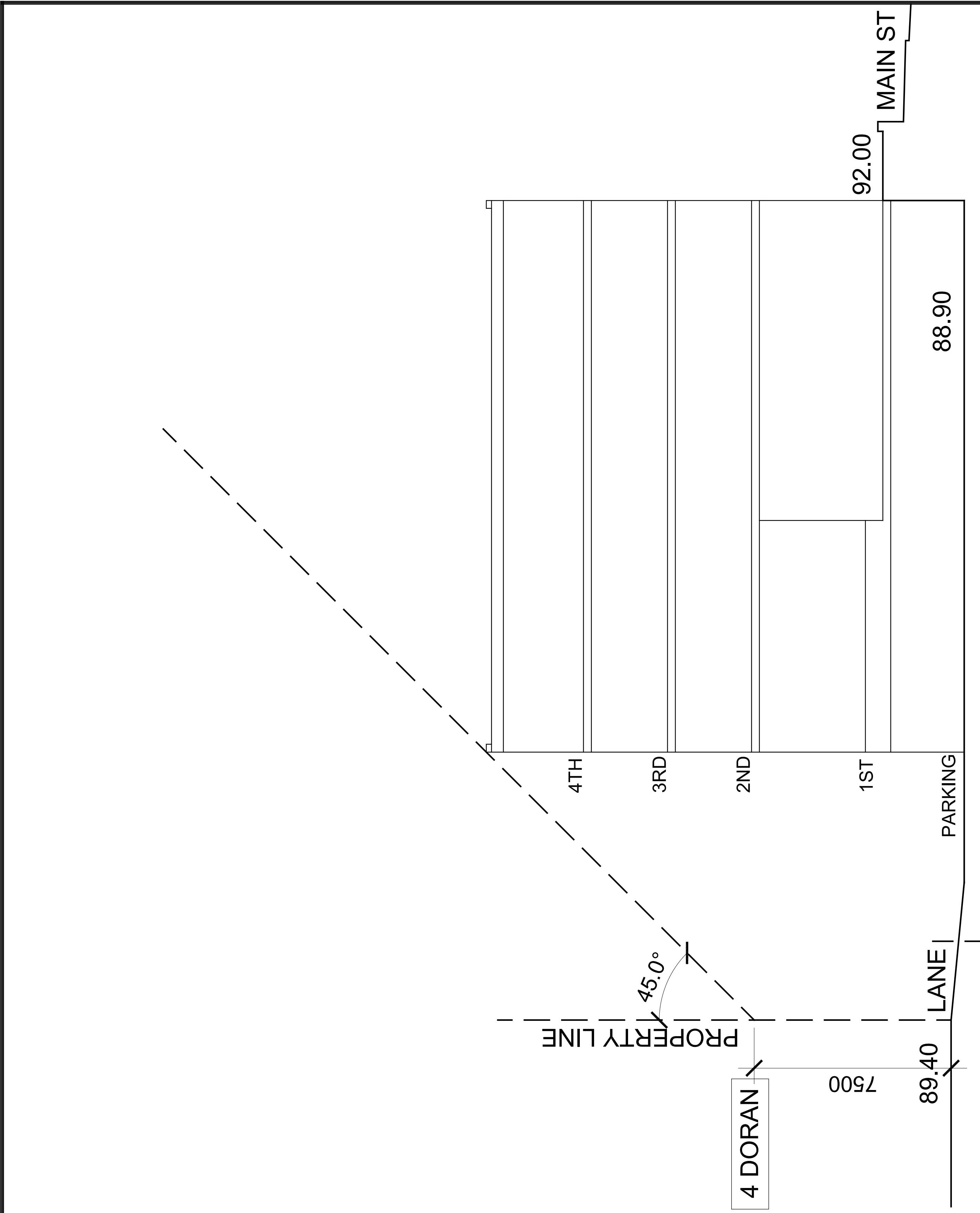
HOMES BY DESANTIS

6 DORAN AVE  
 GRIMSBY, ONTARIO

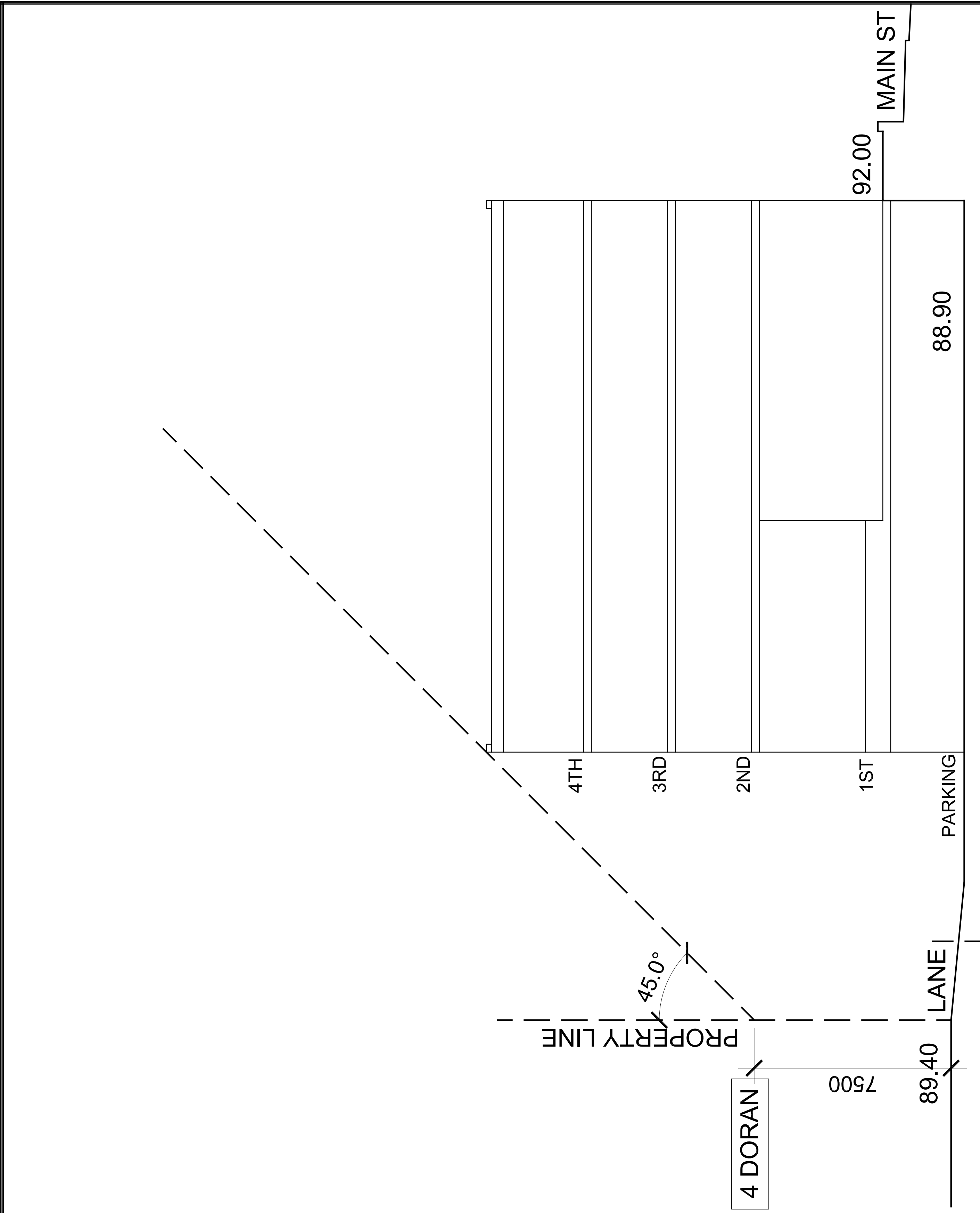
ANGULAR PLANE

DRAWING SCALE: 1:150  
 PROJECT NUMBER: 17010

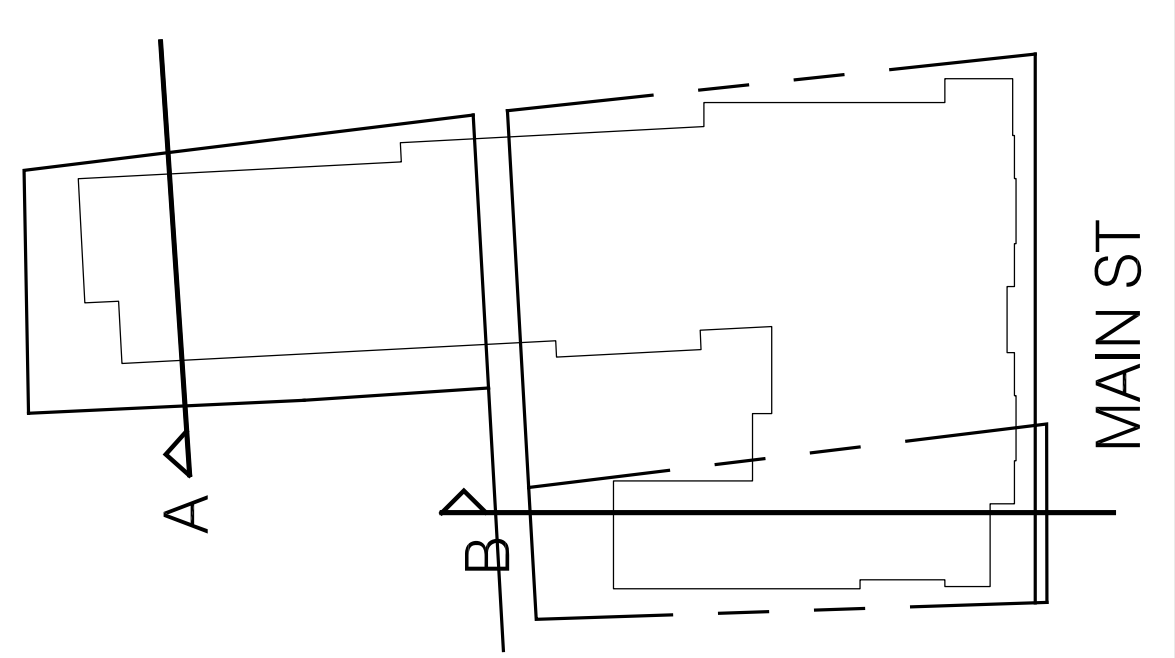
DRAWN BY: ---  
 CHECKED BY: ---  
 DRAWING VERSION: 001  
 PLOT DATE: June 9, 2020  
 DRAWING SHEET NUMBER: SP2



'A' EAST/WEST THROUGH BLDG @ DORAN



'B' NORTH/SOUTH THROUGH BLDG



**Schedule C**  
**Amending By-laws**  
**(Proposed Official Plan Amendment and Zoning By-law Amendment)**

Attached.

## **Revised Site Specific Official Plan Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

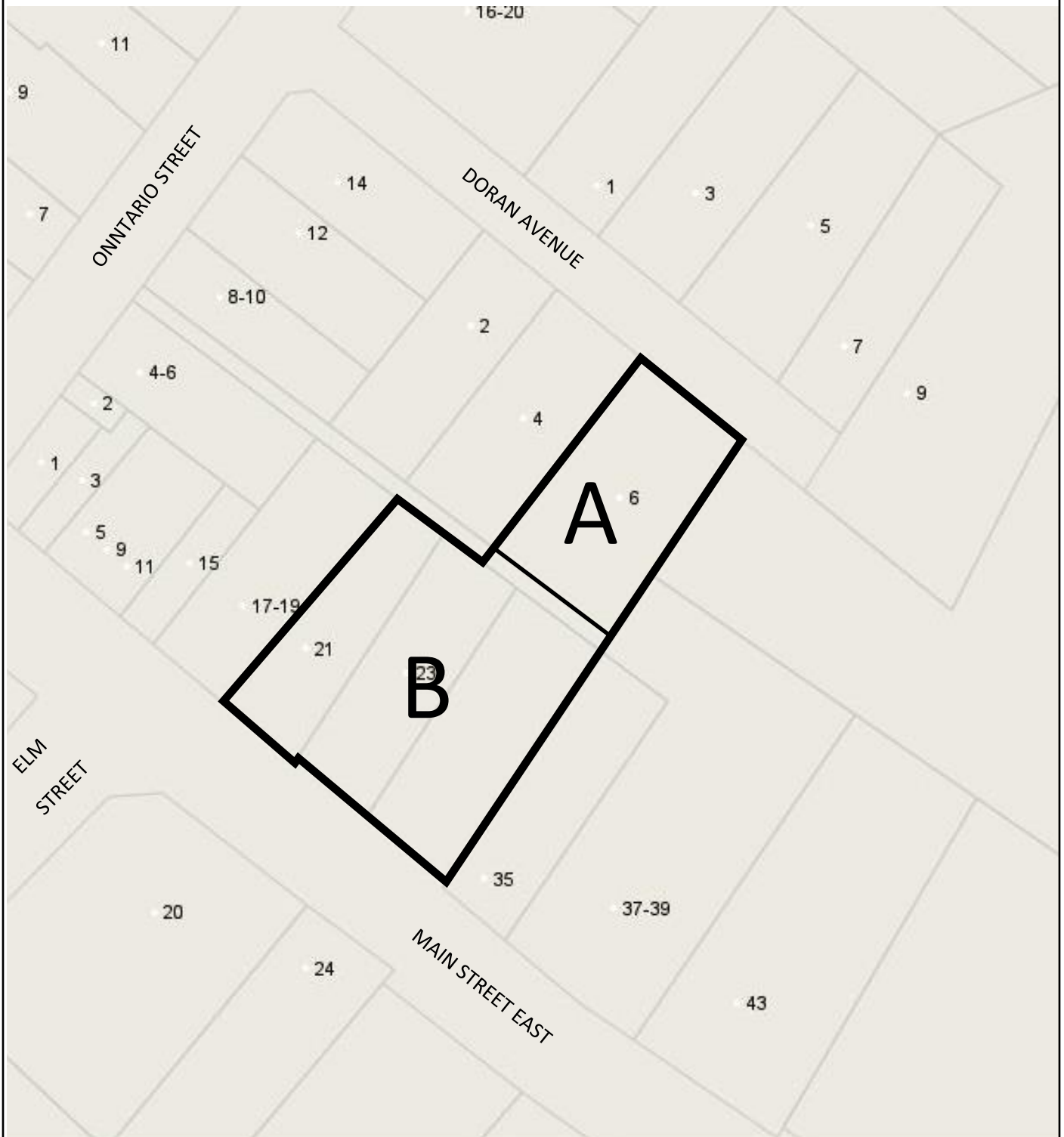
**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.



**SUBJECT LANDS – MODIFY EXISTING DMS ZONE**



THIS IS SCHEDULE "A" TO BY-LAW NO. 2020-XXX  
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FILE NUMBER

PAGE 2 OF 3

\_\_\_\_\_  
MAYOR

26Z-16-1710

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE TOWN OF GRIMSBY

SCALE

NOT TO SCALE

EDC\_LAW 2239230\1

**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height: <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension: <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>



**Schedule D  
Court Minutes of Settlement**

Attached.

Court File No. CV-19-00059212-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TOWN OF GRIMSBY

Applicant

And

HOMES BY DESANTIS (DOWNTOWN) INC., IRENE (FOX) BRONS, and  
ALVIN MELVILLE;

Respondents

AND BETWEEN:

Court File No. CV-19-00059218-00

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

HOMES BY DESANTIS (DOWNTOWN) INC.

Applicant

And

THE TOWN OF GRIMSBY, IRENE (FOX) BRONS, and ALVIN MELVILLE;

Respondents

**MINUTES OF SETTLEMENT**  
(this "**Agreement**")

WHEREAS the Corporation of the Town of Grimsby (the "**Town**") commenced Application No. CV-19-00059212-0000 (the "**Town Application**"), including for an Order vesting any and all right, title, estate and interest in the lands identified in the Land Registry System as Registry PIN 46024-0027 (R) and further described as Lot 313 CP PL 4 Grimsby Lane,

Grimsby, and identified as Parts 1, 2, 3, 4, and 5 on the draft reference plan (the "**Draft Reference Plan**") attached as **Schedule "A"** (collectively, the "**Laneway**");

AND WHEREAS Homes by DeSantis (Downtown) Inc. ("**DeSantis**") is the owner of lands known municipally as 21, 23 Main Street East and 6 Doran Avenue and legally described as Firstly, LT 317 CP PL 4 GRIMSBY; GRIMSBY being all of PIN 46024-0024(LT); Secondly, LT 315-316 CP PL 4 GRIMSBY, EXCEPT PT 1, 30R13288; GRIMSBY, being all of PIN 46024-0220(LT); and Thirdly, LT 312 CP PL 4 GRIMSBY; GRIMSBY, being all of PIN 46024-0028(LT) (collectively, the "**DeSantis Property**"). DeSantis commenced Application No. CV-19-00059218-0000 (the "**DeSantis Application**"), including for a Declaration that DeSantis is the absolute owner of the portion of the Laneway bisecting the DeSantis Property identified as Parts 3, 4, and 5 on the Draft Reference Plan (the "**Remnant Parcel**");

AND WHEREAS the Town is a party to Appeals to the Local Planning Appeal Tribunal ("**LPAT**") brought by DeSantis with respect to the Town's non-decisions regarding DeSantis' applications for an Official Plan Amendment and Zoning By-law Amendment to permit a 4 storey mixed-use development for the DeSantis Property, amended as of May 4, 2018 (collectively, the "**Development Application**") (LPAT Case No. PL190004) (the "**LPAT Appeal**");

AND WHEREAS DeSantis has amended the development proposal that is the subject of the Development Application, as set out in the drawings in **Schedule "B"** (collectively, the "**Revised Scheme**"), to seek approval of revised proposed forms of the Official Plan Amendment and Zoning By-law Amendment in the forms set out in **Schedule "C"** (the

“**Amending By-laws**”) for purposes of a development on the Property and the Remnant Parcel substantially in accordance with the Revised Scheme (the “**Development**”);

AND WHEREAS the Ontario Superior Court of Justice by its Order dated December 19, 2019 consolidated the Town Application and the DeSantis Application into one proceeding, with the Town as the Applicant, with DeSantis, as the Respondent in the Application and the Applicant in the Counter-Application, and with Irene (Fox) Brons (“**Brons**”) and Alvin Melville (“**Melville**”) as Respondents in the Application and in the Counter-Application (the “**Consolidated Proceeding**”);

AND WHEREAS the Parties, (as defined below), agree that all right, title, estate and interest in the land identified as Parts 1 and 2 on the Draft Reference Plan (“**Parts 1 and 2**”) should be vested in the Town;

AND WHEREAS the Parties, (as defined below), agree that all right, title, estate and interest in the Remnant Parcel should be vested in DeSantis, subject to an easement in favour of the Town over the entirety of the Remnant Parcel;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and DeSantis by their respective legal counsel, and Melville, personally, (collectively, the “**Parties**”), wish to settle the Consolidated Proceeding as follows:

1. The Parties will, promptly after satisfaction of the conditions in paragraphs 4 and 5, seek the following Orders from the Ontario Superior Court of Justice:

- (a) An order in the form attached as **Schedule “D”**, as may be amended upon the direction of the Land Registry Office, (the **“Parts 1 and 2 Vesting Order”**):
- (i) extinguishing any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in Parts 1 and 2;
  - (ii) extinguishing any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in Parts 1 and 2;
  - (iii) extinguishing any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in Parts 1 and 2;
  - (iv) extinguishing, with respect to the entirety of Part 1 on the Draft Reference Plan, all rights-of-ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise (collectively, the **“Encumbrances”**) save and except for the following rights-of-way and easement which shall remain in full force and effect:

- (1) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031, a copy of which is attached as **Schedule “E”** (the “**1890 Right of Way**”); and
- (2) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022, a copy of which is attached as **Schedule “F”** (the “**1891 Right of Way**”);
- (v) extinguishing all Encumbrances with respect to the entirety of Part 2 on the Draft Reference Plan including without limitation the 1890 Right of Way and the 1891 Right of Way; and
- (vi) vesting all right, title, estate and interest in Parts 1 and 2 in the Town, free and clear of and from all Encumbrances save and except for, with respect to Part 1, the 1890 Right of Way and the 1891 Right of Way;

- (b) an order in the form attached as **Schedule “G”**, as may be amended upon the direction of the Land Registry Office, (the “**Remnant Parcel Vesting Order**”, and together with the Parts 1 and 2 Vesting Order, the “**Vesting Orders**”):
- (i) extinguishing any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Remnant Parcel;
  - (ii) extinguishing any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Remnant Parcel;
  - (iii) extinguishing any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Remnant Parcel;
  - (iv) extinguishing all Encumbrances with respect to the entirety of the Remnant Parcel including without limitation the 1890 Right of Way and the 1891 Right of Way; and
  - (v) vesting all right, title, estate and interest in the Remnant Parcel in DeSantis, in fee simple, subject to an easement over the entirety of the Remnant Parcel in favour of the Town as set out in the Remnant Parcel Vesting Order (the “**Remnant Parcel Easement**”).
- (c) An order in the form attached as **Schedule “H”** (the “**Main Order**”):
- (i) directing that the Parts 1 and 2 Vesting Order shall be registered by the Town and that the Remnant Parcel Vesting Order shall be registered by DeSantis at the first available opportunity following

their being issued by the Ontario Superior Court of Justice (the **“Registration of the Order”**);

- (ii) directing that DeSantis and the Town shall each contribute one half of the cost of preparing and Depositing the Draft Reference Plan;
- (iii) directing that upon the issuance of an LPAT order approving the Amending By-laws, DeSantis shall pay the Town’s legal costs of the Consolidated Proceeding fixed at \$96,842.00 up to June 29, 2020 and the Town’s partial indemnity costs associated with obtaining the Vesting Orders, arising from Brons failure to enter into these Minutes; and
- (iv) directing that there shall be no order with respect to costs payable from or to Melville.

2. DeSantis releases the Town and Melville from any liability to pay DeSantis’ legal costs associated with the Consolidated Proceeding or with the DeSantis Application.
3. The Town shall not object to the Revised Scheme or the Amending By-laws, including in any proceeding in which DeSantis seeks the LPAT’s approval of the Revised Scheme and/or the Amending By-laws.
4. The Parties agree that this Agreement was to be conditional upon the Town obtaining Town Council approval, in its sole and unfettered discretion, and was not to be legally binding on the Town or any of the other parties unless and until a by-



law or resolution had been passed confirming or approving this Agreement. If a Town by-law or resolution confirming or approving this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual consent, to become null and void and none of the parties were to have any claim against the other with respect to this Agreement. A resolution approving this Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving this Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

5. The Parties agree that this Agreement was to be conditional upon a Town by-law or resolution confirming or approving the master settlement agreement entered into between DeSantis and the Town on the date hereof (the “**Master Settlement Agreement**”), and all agreements to be entered into pursuant thereto other than this Agreement, being obtained. If a Town by-law or resolution confirming or approving the Master Settlement Agreement and all agreements to be entered into pursuant thereto other than this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual consent, to become null and void and none of the parties were to have any claim against the other with respect to this Agreement. A resolution approving the Master Settlement Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving the Master Settlement Agreement from August 31, 2020

to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

6. The Parties acknowledge that as a result of the COVID-19 outbreak, the availability of the Ontario Superior Court of Justice may be impacted and there may be a delay in issuing the Consent Order and the Vesting Orders. The Parties agree, acting reasonably that they will take the necessary steps in good faith to implement in a timely fashion the terms of this Agreement.
7. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.
8. The Parties hereby declare, represent and warrant that they have had the opportunity to consult with and be advised by independent legal counsel with respect to the terms of the Settlement set forth herein, and they have read and fully understand the terms of this Agreement.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. This Agreement may be executed either in original or faxed form or electronic PDF, and the parties adopt any signature received by receiving fax machine or PDF as original signatures of the parties.

(The Remainder of this page is intentionally blank)

DATED October 28, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: *Colleen Yamashita*  
Colleen Yamashita

DATED October \_\_\_\_\_, 2020

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Alvin Melville

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN OF  
GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

Per: \_\_\_\_\_  
John S. Doherty

DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: \_\_\_\_\_  
Colleen Yamashita


DATED October \_\_\_\_\_, 2020

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Alvin Melville

DATED October 23, 2020

**THE CORPORATION OF THE TOWN OF  
GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

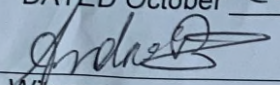
Per: \_\_\_\_\_  
John S. Doherty 

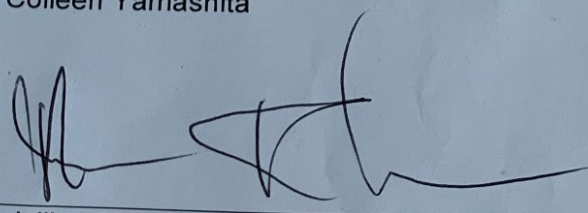
DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: \_\_\_\_\_  
Colleen Yamashita

DATED October 20, 2020

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Alvin Melville

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN OF  
GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

Per: \_\_\_\_\_  
John S. Doherty

**Schedule "A"**  
**Draft Reference Plan**

Attached.



DORAN AVENUE

PLAN OF SURVEY OF  
**LOT 313**  
**AND PART OF LOTS**  
**312, 315, 316 & 317**  
**CORPORATION PLAN No. 4**  
 IN THE  
**TOWN OF GRIMSBY**  
 REGIONAL MUNICIPALITY OF NIAGARA  
 SCALE 1:200  
 0 5 10 metres  
 NICHOLAS P. MUTH O.L.S.

REGISTRY ACT SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1				117.17 m <sup>2</sup>
2				109.19 m <sup>2</sup>
3	LOT 313	CORPORATION PLAN No. 4	46024-0027 (R)	7.51 m <sup>2</sup>
4				29.99 m <sup>2</sup>
5				36.49 m <sup>2</sup>

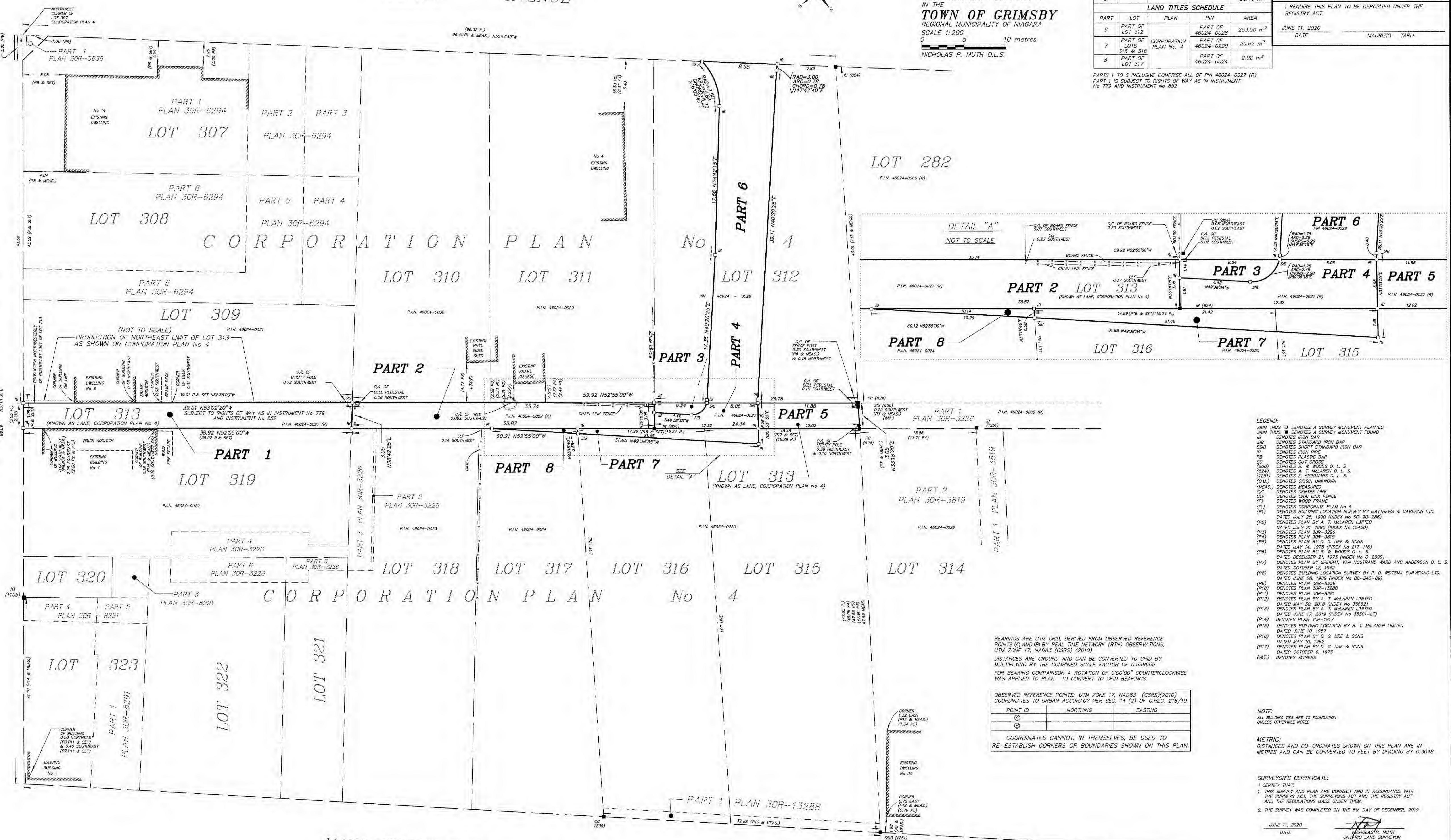
  

LAND TITLES SCHEDULE				
PART	LOT	PLAN	PIN	AREA
6	PART OF LOT 312		PART OF 46024-0028	253.50 m <sup>2</sup>
7	PART OF LOTS 315 & 316	CORPORATION PLAN No. 4	PART OF 46024-0220	25.62 m <sup>2</sup>
8	PART OF LOT 317		PART OF 46024-0024	2.92 m <sup>2</sup>

**PLAN 30R-**  
 RECEIVED AND DEPOSITED:  
 DATE \_\_\_\_\_ REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES & REGISTRY DIVISION OF NIAGARA NORTH (No. 30)  
 I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.  
 JUNE 11, 2020 DATE MAURIZIO TARLI

PARTS 1 TO 5 INCLUSIVE COMPRISE ALL OF PIN 46024-0027 (R)  
 PART 1 IS SUBJECT TO RIGHTS OF WAY AS IN INSTRUMENT No 779 AND INSTRUMENT No 852

FORMERLY DEPOT STREET AS SHOWN ON CORPORATION PLAN No. 4  
 ONTARIO STREET  
 (NAME CHANGED BY-LAW No. 1610, REGISTERED AS INSTRUMENT No. 60812301, NOVEMBER 25, 1990)  
 (P.L.N. 46024-0001)  
 (P.L.N. 46024-0002)  
 (P.L.N. 46024-0003)  
 (P.L.N. 46024-0004)  
 (P.L.N. 46024-0005)  
 (P.L.N. 46024-0006)  
 (P.L.N. 46024-0007)  
 (P.L.N. 46024-0008)  
 (P.L.N. 46024-0009)  
 (P.L.N. 46024-0010)  
 (P.L.N. 46024-0011)  
 (P.L.N. 46024-0012)  
 (P.L.N. 46024-0013)  
 (P.L.N. 46024-0014)  
 (P.L.N. 46024-0015)  
 (P.L.N. 46024-0016)  
 (P.L.N. 46024-0017)  
 (P.L.N. 46024-0018)  
 (P.L.N. 46024-0019)  
 (P.L.N. 46024-0020)



BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999669  
 FOR BEARING COMPARISON A ROTATION OF 0°00'00" COUNTERCLOCKWISE WAS APPLIED TO PLAN TO CONVERT TO GRID BEARINGS.

POINT ID	NORTHING	EASTING
(A)		
(B)		

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

- LEGEND:**
- IRON THIS □ DENOTES A SURVEY MONUMENT PLANTED
  - IB DENOTES A SURVEY MONUMENT FOUND
  - SIB DENOTES IRON BAR
  - SSIB DENOTES STANDARD IRON BAR
  - SSSIB DENOTES SHORT STANDARD IRON BAR
  - PIB DENOTES IRON PIPE
  - PIB DENOTES PLASTIC BAR
  - CC DENOTES CUT CROSS
  - (R20) DENOTES S. W. WOODS O. L. S.
  - (824) DENOTES A. T. McLAREN O. L. S.
  - (1251) DENOTES E. EICHMANN O. L. S.
  - (O.L.) DENOTES ORIGIN UNKNOWN
  - (MEAS.) DENOTES MEASURED
  - C.A. DENOTES CENTRE LINE
  - CLF DENOTES CHAIN LINK FENCE
  - (F) DENOTES WOOD FRAME
  - (P1) DENOTES CORPORATION PLAN No. 4
  - (P1) DENOTES BUILDING LOCATION SURVEY BY MATTHEWS & CAMERON LTD. DATED JULY 26, 1990 (INDEX No. SC-90-286)
  - (P2) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JULY 21, 1980 (INDEX No. 15420)
  - (P3) DENOTES PLAN 30R-5236
  - (P4) DENOTES PLAN 30R-3019
  - (P5) DENOTES PLAN BY D. G. URE & SONS DATED MAY 14, 1978 (INDEX No. 217-116)
  - (P6) DENOTES PLAN BY S. W. WOODS O. L. S. DATED DECEMBER 21, 1973 (INDEX No. C-2990)
  - (P7) DENOTES PLAN BY SPEIGHT, VAN NOSTRAND WARD AND ANDERSON O. L. S. DATED OCTOBER 12, 1942
  - (P8) DENOTES BUILDING LOCATION SURVEY BY P. D. RETSMA SURVEYING LTD. DATED JUNE 28, 1989 (INDEX No. 88-340-89)
  - (P9) DENOTES PLAN 30R-5636
  - (P10) DENOTES PLAN 30R-13288
  - (P11) DENOTES PLAN 30R-8291
  - (P12) DENOTES PLAN BY A. T. McLAREN LIMITED DATED MAY 30, 2018 (INDEX No. 35692)
  - (P13) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JUNE 17, 2019 (INDEX No. 35301-17)
  - (P14) DENOTES PLAN 30R-1817
  - (P15) DENOTES BUILDING LOCATION BY A. T. McLAREN LIMITED DATED JUNE 10, 1987
  - (P16) DENOTES PLAN BY D. G. URE & SONS DATED MAY 10, 1982
  - (P17) DENOTES PLAN BY D. G. URE & SONS DATED OCTOBER 9, 1973
  - (WT.) DENOTES WITNESS

**NOTE:**  
 ALL BUILDING TIES ARE TO FOUNDATION UNLESS OTHERWISE NOTED

**METRIC:**  
 DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**SURVEYOR'S CERTIFICATE:**  
 I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE 6th DAY OF DECEMBER, 2019

JUNE 11, 2020 DATE  
 NICHOLAS P. MUTH O.L.S. ONTARIO LAND SURVEYOR

MAIN STREET EAST (REGIONAL ROAD No. 81) PLAN 30R-1817



**Schedule "B"**  
**Revised Scheme**

Attached.



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK.  
ALL DRAWINGS MAY BE TO BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OF PLANNING AND DEVELOPMENT AUTHORITY.  
ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.  
THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND KEY TO DETAIL LOCATION.

DETAIL NUMBER	No.
DRAWING SHEET NUMBER	No.

DRAWING SETS ISSUED	No.	DATE (DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
REVISED FOR ZONING	2	04.05.18	MS
REVISED FOR ZONING	3	24.03.20	MS
REVISED FOR ZONING	4	09.06.20	MS

REVISIONS TO DRAWING	No.	DATE (DD/MM/YY)	BY

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

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info@knyth.com

ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
Author: Checker:  
DRAWING VERSION: PLOT DATE:  
DRAWING SHEET NUMBER: A400



1 SOUTH ELEVATION  
A400 1:100



2 NORTH ELEVATION  
A400 1:100

**NOTE:**  
EFS SYSTEMS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EFS SHALL BE INSTALLED AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS

**NOTES:**  
ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 6098. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.  
GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10  
GUARDS SHALL COMPLY WITH O.B.C. 4.3.6  
ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13  
GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 800mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.  
ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 5.7.2.2. PROTECTION OF WINDOWS IN APARTMENT BUILDINGS SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW  
ALL DOOR AND WINDOW FRAMES AND CASHS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.  
REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS  
ENSURE CO-ORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITHIN ALUMINUM SCREENS  
ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 C/W METAL BACK PAN  
DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
ST	EFS 1 - BEIGE
ST	EFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARRISCRAFT REINASCENCE STONE
BR1	BRICK - RED





1 EAST ELEVATION  
A401 1:125



2 WEST ELEVATION  
A401 1:125

**NOTES:**

- ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.
- GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10
- GUARDS SHALL COMPLY WITH O.B.C. 4.3.8
- ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13
- GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 600mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.
- ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 AND ALL WINDOW FRAMES AND SASHES TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.
- REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS
- ENSURE COORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITH ALUMINUM SCREENS
- ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 CW METAL BACK PAN
- DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
S1	EIFS 1 - BEIGE
S2	EIFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARSUSCRAFT MANUFACTURING
BR1	BRICK - RED

**NOTE:**

EIFS SYSTEM IS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILS OF THE EIFS INSTALLATION AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION AND CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK. ALL DRAWINGS MAY BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OF PLANNING AND DEVELOPMENT AUTHORITY.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
No.	DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD/M/YY)	BY
ISSUED FOR PERMITTING	1	04.05.18	MS
REVISED FOR ZONING	2	04.05.18	MS
REVISED FOR ZONING	3	24.03.20	MS
REVISED FOR ZONING	4	09.06.20	MS

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD/M/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

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L.P. 7984

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

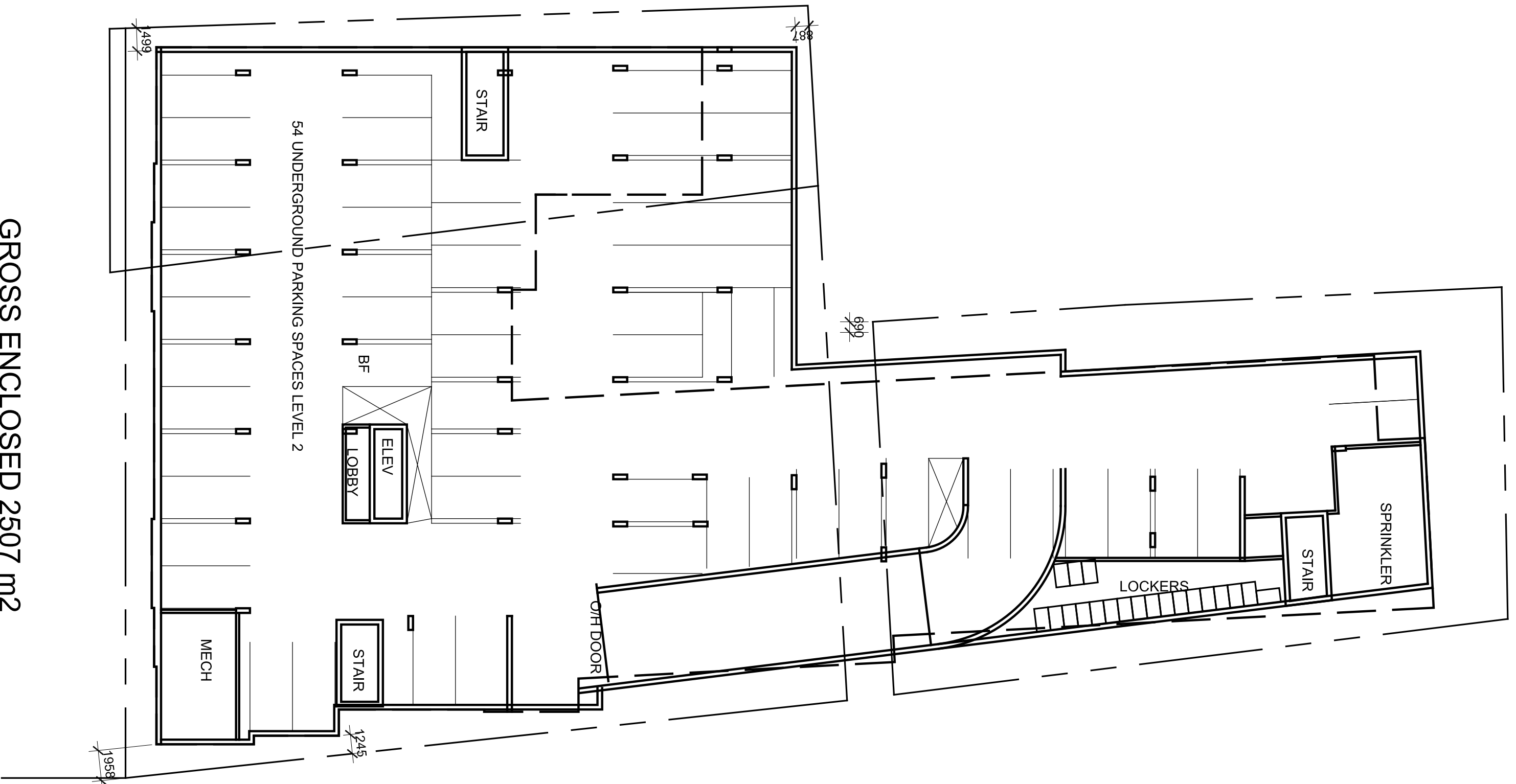
DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DRAWING VERSION: [Version]  
PLOT DATE: [Date]  
DRAWING SHEET NUMBER: A401

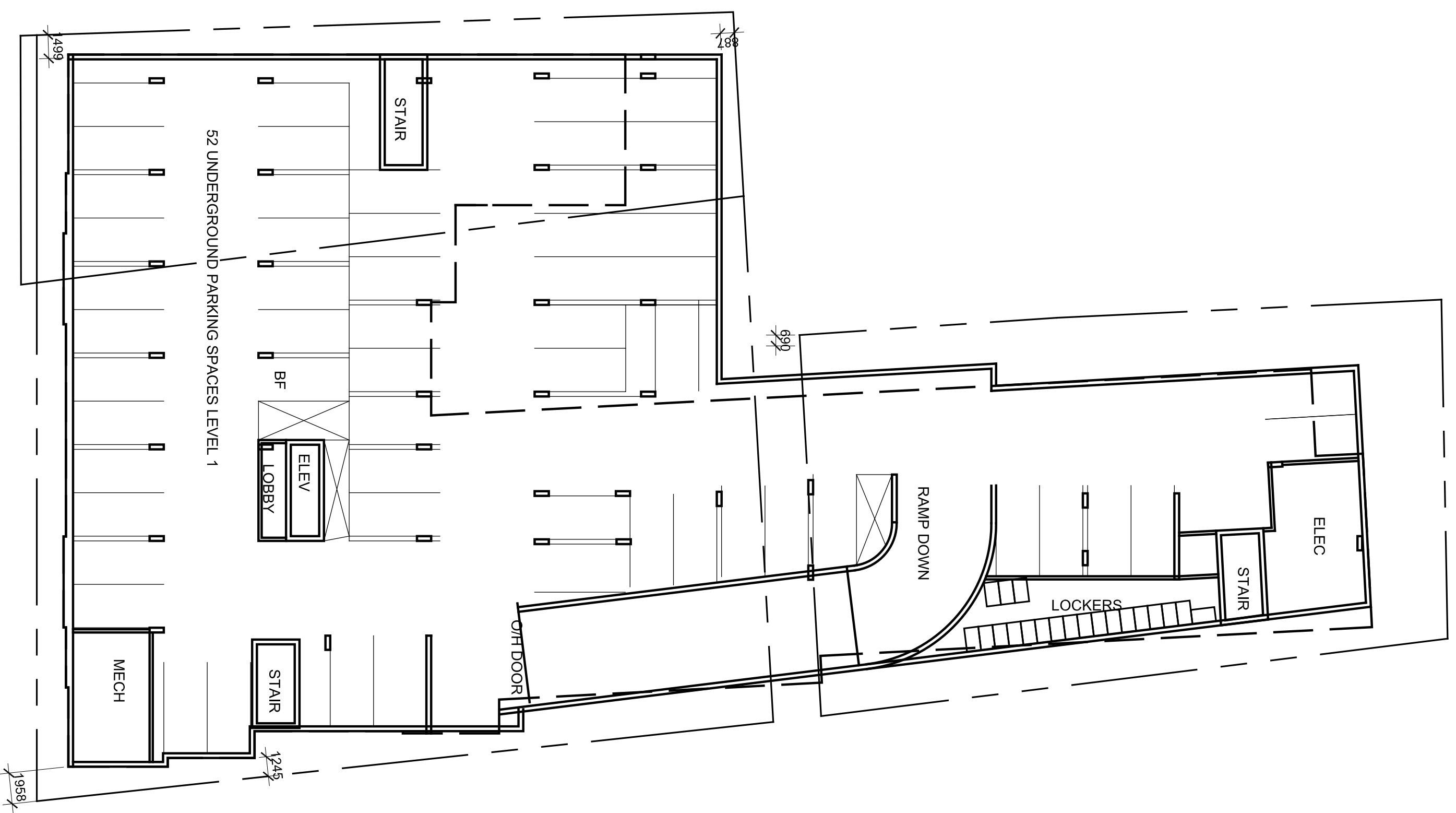




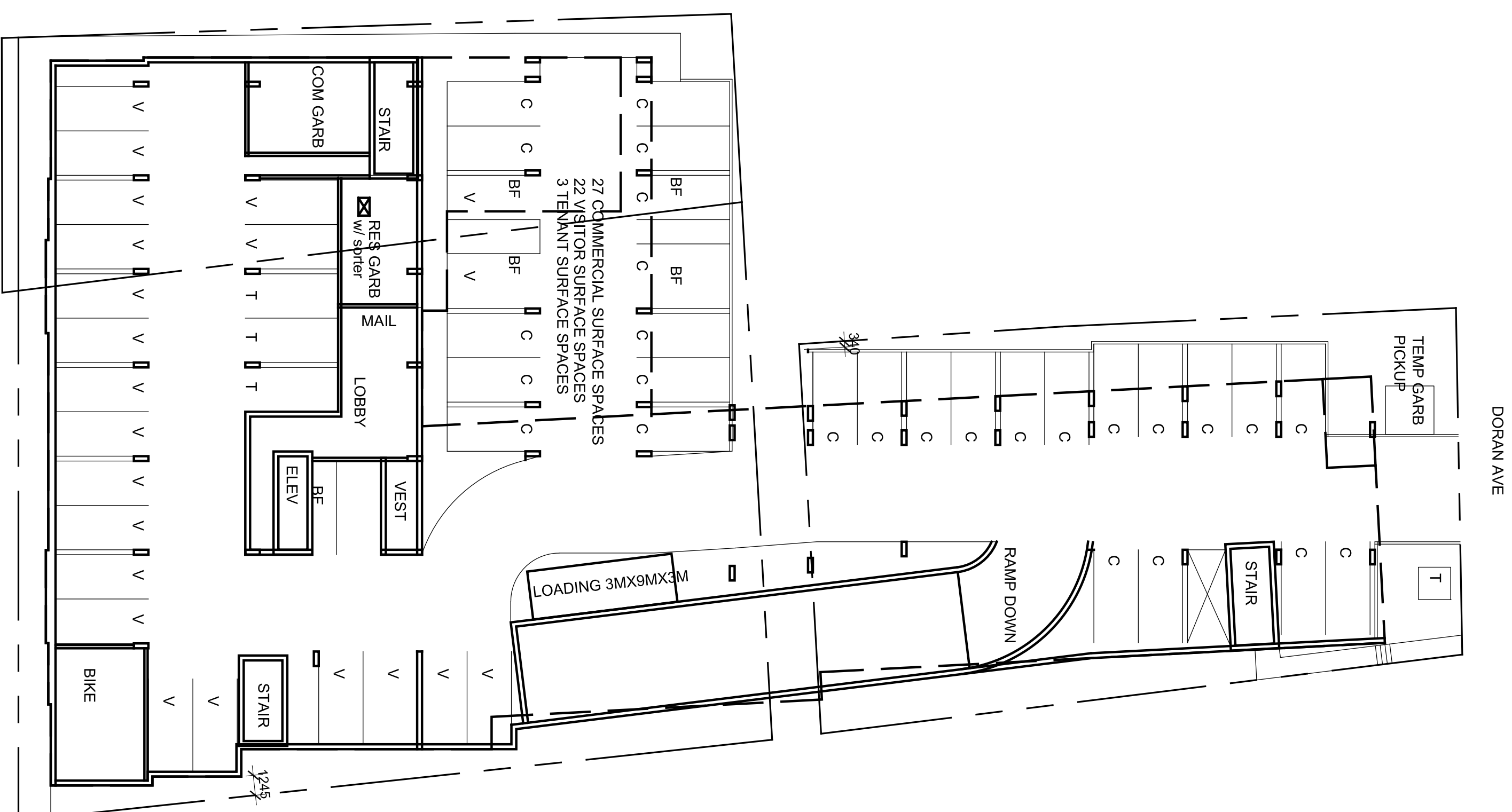
COMMERCIAL	REQUIRED	PROVIDED
3455 SM SERVICE	10	10
3035 SF RESTAURANT (1000SF DINING) 80% = 16.5	17	17
UNIT @ 1.25 = 108.75	109	109 (106 SECURE)
VISITOR @ 0.25 = 21.75	22	22
TOTAL RESIDENTIAL @ 1.5 PER	131	131 TOTAL RESIDENTIAL
	158	158 PROVIDED



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 2



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 1



GROSS ENCLOSED 1014 m2  
SURFACE PARKING LEVEL



**REVIEW SUBMITTAL**

GABRIEL DESANTIS

REVIEWED

REVIEWED AS NOTED

NOT APPROVED

REVISE AND RESUBMIT

DATE:

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB ALL INFORMATION FOR CONSTRUCTION WITH THE ARCHITECTS FROM MUNICIPAL GOVERNMENTS AND OTHER AGENCIES WITH AUTHORITY ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK

THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FROM CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS OWN WORK

KEY TO DETAIL LOCATION:

No. DETAIL NUMBER

No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No. (DUAL/M)	DATE	BY
ISSUED FOR PERMITTING	2	2020.09.20	MB
ISSUED FOR ZONING	3	22.09.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED	DATE
REVISIONS TO DRAWING	No. (DD/M/YY) BY

**NOT FOR CONSTRUCTION**

BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

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ONTARIO ASSOCIATION OF ARCHITECTS

PROFESSIONAL ARCHITECTS

GRIMESBY, LAW & WISKOWSKI

DESANTIS

HOMES BY  
**Desantis**  
THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMESBY, ONTARIO

DRAWING SHEET TITLE:  
**PARKING LEVELS  
87 UNITS - 4 STOREY**

DRAWING SCALE: 1:150

PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:

DRAWING VERSION: 001

DRAWING SHEET NUMBER: UG1

PRINT DATE: September 22, 2020



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REGULATIONS BEFORE COMMENCING WORK. ALL PERMITS MUST BE OBTAINED FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY BEFORE COMMENCING WORK. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND REPAIR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS/HER WORK.

KEY TO DETAIL LOCATION  
 No. DETAIL NUMBER  
 No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD.MM.YY)	BY
ISSUED FOR PERMITTING	1	09.08.20	MB
ISSUED FOR CONSTRUCTION	2	09.08.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD.MM.YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER:  
 NOT FOR CONSTRUCTION WITHOUT PERMIT

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 OF  
 ONTARIO  
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 1984

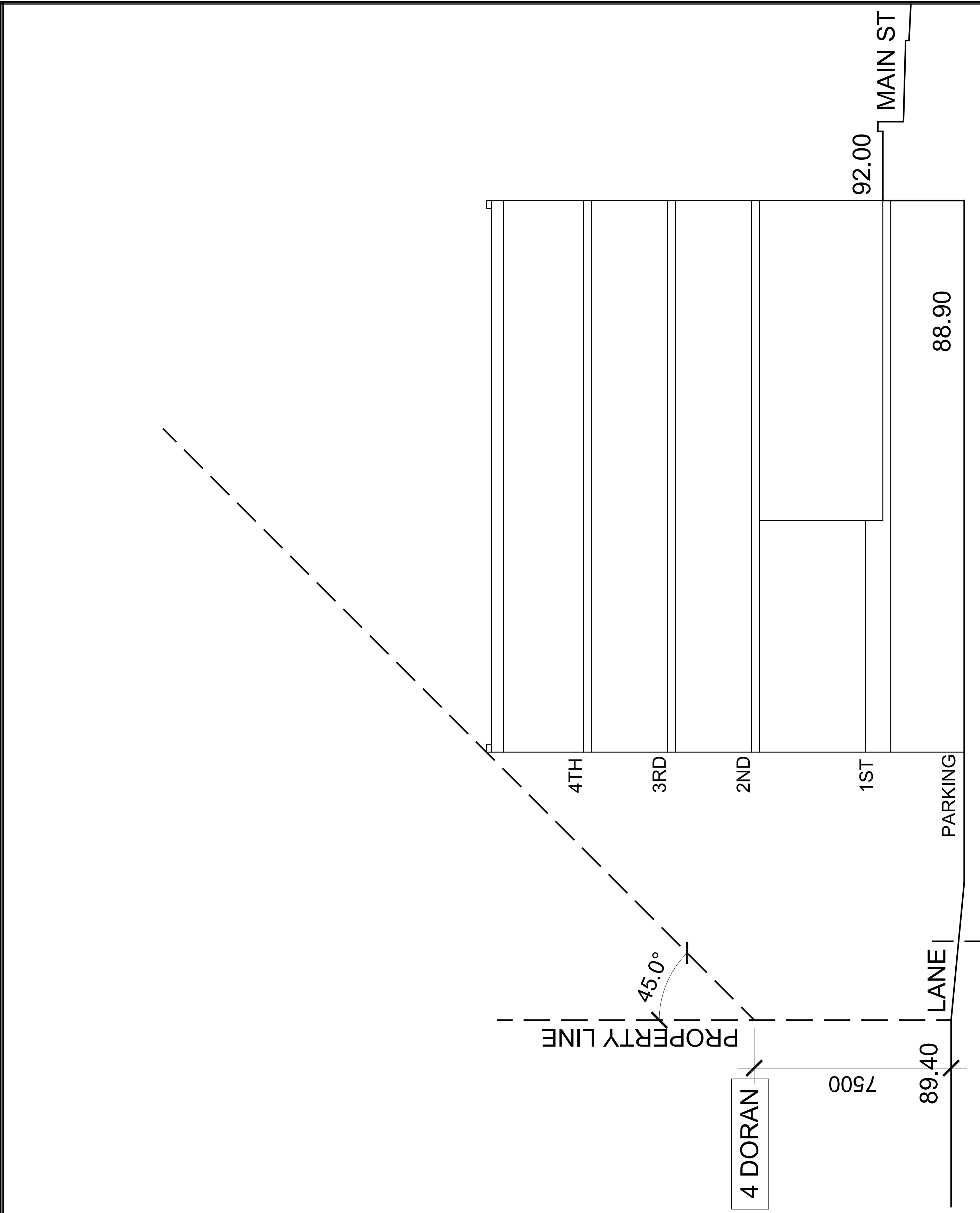
HOMES BY DESANTIS

6 DORAN AVE  
 GRIMSBY, ONTARIO

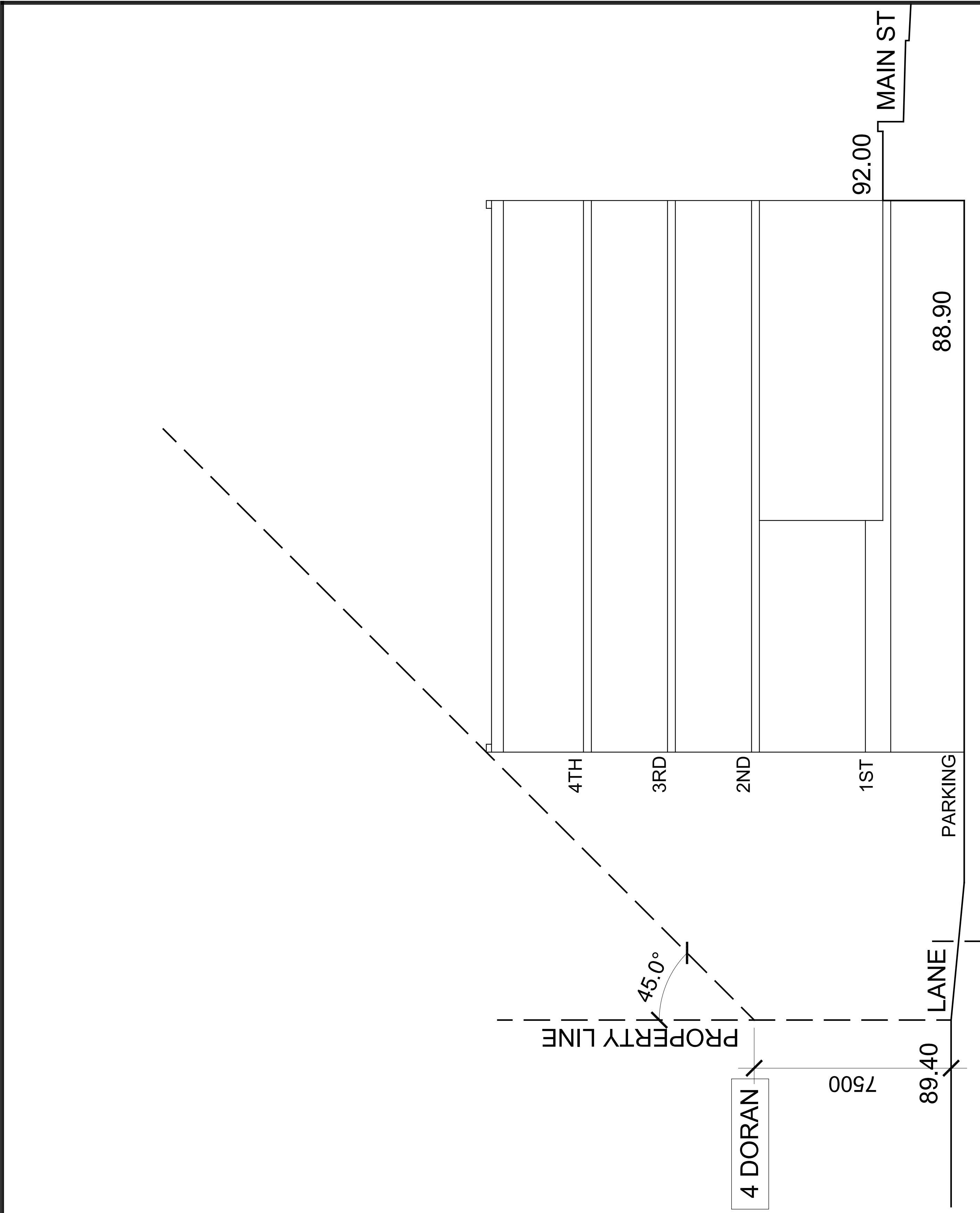
ANGULAR PLANE

DRAWING SCALE: 1:150  
 PROJECT NUMBER: 17010

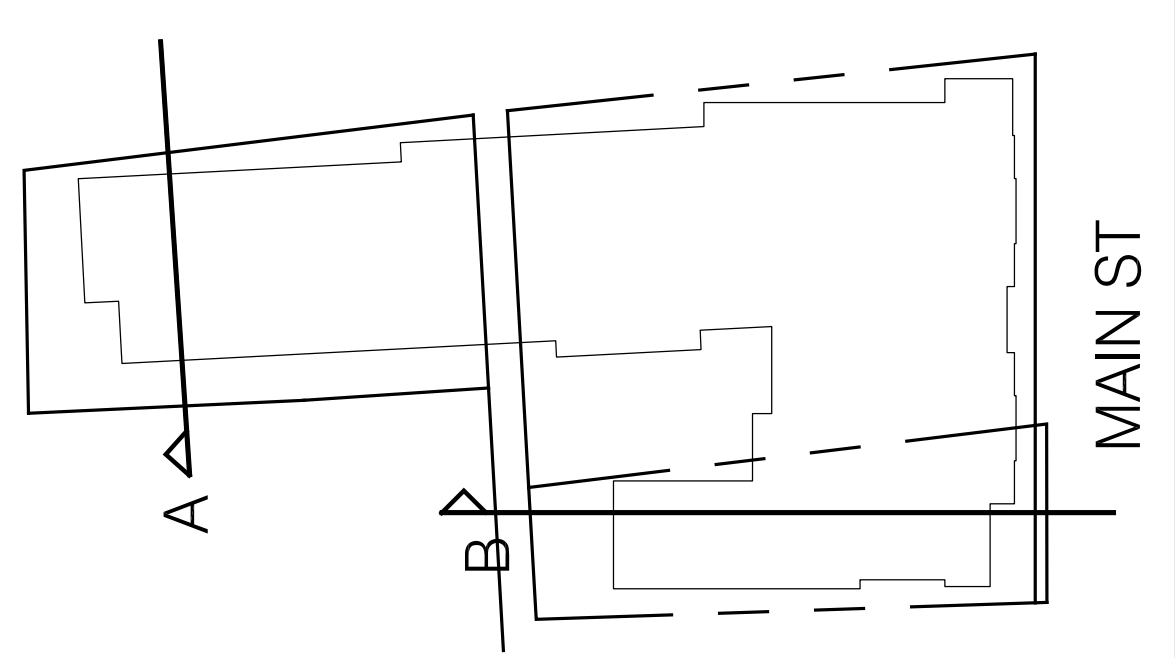
DRAWN BY: ---  
 CHECKED BY: ---  
 DRAWING VERSION: 001  
 PLOT DATE: June 9, 2020  
 DRAWING SHEET NUMBER: SP2



'A' EAST/WEST THROUGH BLDG @ DORAN



'B' NORTH/SOUTH THROUGH BLDG



**Schedule "C"**  
**Amending By-laws**

Attached.

## **Revised Site Specific Official Plan Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.





**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height: <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension: <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>

**Schedule "D"**

**Parts 1 and 2 Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter- and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate, and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Applicant in the Application and the Respondent in the Counter-Application, The Corporation of the Town of Grimsby, free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, excluding any claims over Part 1 on Plan 30R - \_\_\_\_\_ listed in **Schedule “B”** hereto, (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the rights-of-way over Part 1 on Plan 30R - \_\_\_\_\_ set out in **Schedule “B”**:

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter The Corporation of the Town of Grimsby as the owner of the Lands in fee simple.

---

*(Signature of Judge)*

## SCHEDULE A

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R).



## SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

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**ORDER (VESTING ORDER – TOWN)**

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**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
50 Queen Street North,  
Suite 1020, P.O. Box 2248  
Kitchener ON N2H 6M2

**John S. Doherty (24491G)**

john.doherty@gowlingwlg.com  
Tel: 519-575-7518

**Jonathan Minnes (70993I)**

jonathan.minnes@gowlingwlg.com  
Tel: 519-569-4561

**Tristan Neill (77091W)**

tristan.neill@gowlingwlg.com  
Tel: 519-575-7517

Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule "E"**  
**1890 Right of Way**

Attached.



United

Form 1 - Land Transfer Tax Act

Revised August, 1988

Affidavit of Residence and of Value of the Consideration

Refer to all instructions on reverse side.

2

IN THE MATTER OF THE CONVEYANCE OF Lot 309 Corporation Plan No. A, Village of Grimsby, now Town of Grimsby, Regional Municipality of Niagara Together with Registry Map 26-15-010-006-0740

BY the names of all transferees in full Janice Althrr Wells  
TO the instructions I and give names of all transferees in full Burt Peeters and Adriana Cottrill - 1/3 interest as joint tenants; John Peeters - 1/3 interest; Maria Doderes - 1/3 interest.  
I, the transferee it and give names in full Charles Michael Kray

MAKE OATH AND SAY THAT:

- 1. I am none of the following paragraphs that describes the capacity of the deponent: (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 Burt Peeters, Adriana Cottrill, John Peeters and Maria Doderes
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for none
(f) A transferee described in paragraph (a), (b), (c) or (d) above, and am making this affidavit on my own behalf and on behalf of none
2. I have read and considered the definition of "single family residence" set out in clause 1(1)(b) of the Act. The land conveyed in the above-described conveyance:
(a) contains at least one and not more than two single family residences. None
(b) does not contain a single family residence. None
(c) contains more than two single family residences. None
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or to trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Amount paid or to be paid for land: \$ 165,000.00
(b) Mortgages: (i) Assessed: none; (ii) Given back to vendor: none
(c) Property transferred in exchange: none
(d) Securities transferred: none
(e) Liens, charges, penalties and maintenance charges: none
(f) Other valuable consideration: none
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX: \$ 165,000.00
(h) VALUE OF ALL CHATTELS: none
(i) Other consideration for transaction: none
TOTAL CONSIDERATION: \$ 165,000.00

Sworn before me at the City of St. Catharines in the Regional Municipality of Niagara this 25th day of November 19 88

LOUISE M. KRAY, a Commissioner etc. [Signature]
Property Information Record
A. Describe nature of instrument: Transfer
B. Address of property being conveyed: 8-10 Ontario St., Grimsby, Ont.
C. Assessment Roll No.: 26-15-010-006-07400
D. Registration number for last conveyance of property being conveyed: 105092
E. Land Registry Office No. [ ] Yes [ ] No [ ] Not known [ ]
C.M. Kray, Box 473, St. Catharines

**Schedule "F"**  
**1891 Right of Way**

Attached.



# Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>NUMBER 585263</p> <p>CERTIFICATE OF REGISTRATION</p> <p>'89 MAY -5 14:22</p> <p>NIAGARA NORTH NO. 80</p> <p>ST. CATHARINES</p> <p><i>John P. Zaffiro</i></p> <p>LAND REGISTRAR</p> </div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 3 pages <i>(W)</i>	
		(3) Property Identifier(s) <input type="checkbox"/> Easement <input type="checkbox"/> Property <input type="checkbox"/> Additional Fee Schedule <input type="checkbox"/>	
(4) Consideration <b>TWO HUNDRED AND FORTY-FIVE THOUSAND</b> 00/100 Dollars \$ 245,000.00		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>  Lot 319, Corporation Plan No. 4, Town of Grimsby, in the Regional Municipality of Niagara, together with all the right, title and interest of the Grantor in, to and over the land known as Lot 313 Corporation Plan No. 4, Town of Grimsby.	
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estates Transferred Fee Simple <input type="checkbox"/> Together with right-of-way <input type="checkbox"/>			
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that:			
I, Pasquale Bagnoli, s.w.s. spouse and the property transferred is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence and that:			
Name(s)		Date of Signature	
K. Anthony MARIANI, s.w.s. spouse		1989 05 01	
BAGNOLI, Pasquale		1989 05 01	
MARIANI, Anthony		1989 05 01	
ELIA INVESTMENTS (HAMILTON) LIMITED		1989 05 01	
		Angela Elia, Secretary I have authority to bind the Corporation	
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction			
Name(s)		Date of Signature	
(10) Transferee(s) Address for Service: c/o Mr. Nick Elia, 34 Quincy Court, Hamilton, Ontario, L8N 2T3			
(11) Transferee(s) FOX, Irene Mary Date of Birth: 1947 01 09			
(12) Transferee(s) Address for Service: 425 Maple Avenue, Grimsby, Ontario, L3M 3C1			
(13) Transferor(s) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.			
Signature: <i>Pasquale Bagnoli</i> Date of Signature: 1989 05 01		Signature: <i>Anthony Mariani</i> Date of Signature: 1989 05 01	
(14) Solicitor for Transferor(s) I have investigated the title to this land and to starting land where relevant and I have made inquiries of the transferee or transferees to determine that this transfer does not contravene that section, I am an Ontario solicitor in good standing, and I believe, this transfer does not contravene that section. I am an Ontario solicitor in good standing.			
Name and Address of Solicitor: Mr. Nicholas Joseph Zaffiro, 100 Main St. E., P.O. Box 2069, Hamilton, Ontario L8N 3G6		Signature: <i>Nicholas Zaffiro</i> Date of Signature: 1989 05 01	
Name and Address of Solicitor:		Date of Signature:	
(15) Assessment Roll Number of Property: 26 13 01D 006 07600		Fees and Tax: Registration Fee 20, Land Transfer Tax 2175, Total 2195	
(16) Municipal Address of Property: 4-6 Ontario Street, Grimsby, Ontario, L3M 3G9		(17) Document Prepared by: AGRO, ZAFFIRO, PARENTE, ORZEL, HUBAR & BAKER, Barristers & Solicitors, 100 Main St. E., P.O. Box 2069, Hamilton, Ontario L8N 3G6	



# Schedule

Form 6 - Land Registration Reform Act, 1984

Page 2

S

**Additional Property Identifiers and/or Other Information**

(13) **Transferor(s)** The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

	Elle Investments (Hamilton) Limited	Date of Signature
Signature	Per <i>Angela Ellis</i>	Y M D
	Angela Ellis, Secretary	1989...03...21

USE ONLY







CORPORATION PLAN NO. 4		GATEWAY TOUR		LOT 333	
DATE	TIME	LOCATION	REMARKS	DATE	TIME
<i>1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100</i>					

TO FOLIO 2



REGISTRATION NUMBER	INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION DATE	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
437442	Mort		30/09/81	POLOWICK, Philip J.	KING, Michael Karpluk	\$65,000.00	MICROFILMED lot 319, together with right
				<i>Discharged by # 475156 Asst. Dep. Land Reg. MK. dated 25/7/85 Reg. de Dep. L.</i>			title or interest in a lane now
							known as lot 313.
437443	Grant		30/09/81	KING, Michael Karpluk	POLOWICK, Philip J.	\$1.00	lot 319, together with right,
							title or interest in a lane now
							known as lot 313.
455203	Grant		12 01 83	Estate of Eugene Farafontow	FEDUN, Ivan	\$1.00	Lot 314, together with right re
							10' public lane, being lot 313.
473613	Mort		18-01-84	POLOWICK, Philip J.	Duca Community Credit Union	\$85,000.00	Lot 319 together with all right, title
				<i>Discharged by # 492352 Asst. Dep. Land Reg. MK. 20-02-85</i>			and interest in, to and over the lane
							now known as lot 313
492358	Mort		20 02 85	POLOWICK, Philip John	Duca Community Credit Union Limited	\$100,000.00	Lot 319, Together with right
				<i>Discharged by # 515953 Asst. Dep. Land Reg. W.J. 24/07/87</i>			over lane known as Lot 313
509969	Grant		30 12 85	POLOWICK, Philip John	MAZZETTI, Gilbert cob GBIL Investments		319 Lot/ together with rt-of-way over
							lane known as lot 313
509970	Mort.		30 12 85	MAZZETTI, Gilbert cob G.D.I.B. Investments	POLOWICK, Philip John	\$20,000.00	Lot 319, together with rt-of-way
				<i>Discharged by # 515952 Asst. Dep. Land Reg. W.J. 24/07/87</i>			over lane known as lot 313.
509971	Mort.		30 12 85	MARINAG, William Joseph	Honey Home Investment	\$25,000.00	Lot 319, together with rt-of-way
				<i>Discharged by # 536067 Asst. Dep. Land Reg. 09/03/87</i>			over lane known as lot 313.
520739	Mort		07 07 86	MAZZETTI, Gilbert	NOYES, John	\$30,000.00	Lot 319, together with int.
				<i>Discharged by # 535168 Asst. Dep. Land Reg. MK. 23-02-87</i>			in lane known as lot 313.
526628	Grant		01 10 86	FEDUN, Ivan	LEGAULT, Roland Joseph as to 50% share HISEM, Yvonne Emilienne as to 50% share		Part lot 314, together with rights
							over 10' public lane being Lot 313.
							together with rt-of-way over part
							lot 314 designated as Part 1 on
							30R-3819

REGISTRATION NUMBER	INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION DATE	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
543207	Grant		17 06 87	MAZZETTI, Gilbert cob G.B.I.L. Investments	Elia Investments (Hamilton) Limited BAGNOLI, Pasquale MARIANI, Anthony		Lot 319 tog. with rt. hereon.
<del>543208</del>	<del>Mort.</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited BAGNOLI, Pasquale MARIANI, Anthony</del>	<del>Royal Trust Corp. of Canada</del>  <del>Discharged by #591434</del>	<del>\$132,750.00</del>	<del>Lot 319 tog. with rt hereon.</del>  <del>Asst. Dep. Land Reg 29/02/88 c/s</del>
<del>543209</del>	<del>Mort.</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited BAGNOLI, Pasquale MARIANI, Anthony</del>	<del>CASTRONOVO, Giovanni CASTRONOVO, Gina It acct. with rt. of survivorship</del>  <del>Discharged by #585062</del>	<del>\$25,000.00</del>	<del>Lot 319 tog. with rt hereon.</del>  <del>Asst. Dep. Land Reg 29/05/88 c/s</del>
<del>543210</del>	<del>A of Rents</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited BAGNOLI, Pasquale MARIANI, Anthony</del>	<del>Royal Trust Corp. of Canada</del>  <del>Discharged by #591434</del>		<del>Mort. #543208.</del>  <del>Asst. Dep. Land Reg 27/02/88 c/s</del>
566295	Grant		30 06 88	LEGAULT, Roland Joseph HISEM, Yvonne Emilienne	DALY, Carol Jane Sheppard		Lot 314, Tog. with rt hereon being part 1 on 30R-3819
575988	Grant		30 11 88	WELLS, James Albert	PESTERS, Burt COTTRILL, Adriana JT 1/3 Interest PESTERS, John 1/3 interest DONDERS, Marie 1/3 interest		Lot 309, Together with rt of way hereon as descr. in #105092
575989	Mort		30 11 88	PESTERS, Burt COTTRILL, Adriana PESTERS, John DONDERS, Marie	The Toronto-Dominion Bank	\$105,525.00	Lot 309, Together with rt of way hereon as descr. in #105092
	Deposit		20 12 88	See Deposit #577286			Lot 309, Tog. with rt-of-way hereon as in #105092

ABSTRACT INDEX

Town of Grimsby

LOT 313

PLAN CORPORATION PLAN #4

REGISTRATION NUMBER	INSTRUMENT	REGISTRATION DATE X/YY/YY Yr/Mth/Day	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
585263	Transfer	89 05 05	BAGNOLI, Pasquale MARIANI, Anthony Elia Investments (Hamilton) Limited	FOX, Irene Mary	\$24,500.00	Lot 319, together with a right hereon
<del>585264</del>	<del>Charge</del>	<del>89 05 05</del>	<del>FOX, Irene Mary</del>	<del>Niagara Credit Union Limited</del>	<del>\$200,000.00</del>	<del>Lot 319, together with a right hereon</del> <del>Discharged by # 617323 Asst. Dep. Land Reg. RB 90/10/05</del>
<del>585265</del>	<del>Assignment</del>	<del>89 05 05</del>	<del>FOX, Irene Mary</del>	<del>Niagara Credit Union Limited</del>		<del>Re: Charge #585264</del> <del>Discharged by # 617323 Asst. Dep. Land Reg. RB 90/10/05</del>
607939	Charge	90 04 26	FOX, Irene Mary	Niagara Credit Union Ltd.	\$222,000.00	Lot 319 & O.L. together with right hereon.
607940	Assignment	90 04 26	FOX, Irene Mary	Niagara Credit Union Ltd.		No. 607939
671103	Deposit	93 08 31				Pt. lot 314, Together with right hereon, as desc. in 566295
671104	Transfer	93 08 31	DALY, Carol Jane Sheppard	1031684 Ontario Limited	\$185,000.00	Pt. lot 314, Together with right hereon, as desc. in 566295
671105	Charge	93 08 31	1031684 Ontario Limited	DALY, Carol Jane Sheppard	\$170,000.00	Pt. lot 314, Together with right hereon, as desc. in 566295
690996	Deposit	94 12 20				Lot 314, together with a right of way hereon as in #566295
690997	Order	94 12 20	Ontario Court (General Division)			Lot 314, together with right of way hereon as in #566295
690998	Transfer	94 12 20	DALY, Carol Jane Sheppard	JUNIUS, Ingeborg Elisabeth	\$120,000.00	Lot 314, together with right of way hereon as in #566395, under power of sale in charge #671105
690999	Charge	94 12 20	JUNIUS, Ingeborg Elisabeth	DALY, Carol Jane Sheppard	\$50,000.00	Lot 314 together with right of way hereon as in #566395

NOTE 104

FORM RO-1-TM

**Schedule "G"**  
**Remnant Parcel Vesting Order**

Attached.





ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Respondent in the Application and the Applicant in the Counter-Application, Homes by DeSantis (Downtown) Inc., free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, including without limitation, the rights of way listed in **Schedule “B”** hereto (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the easement in gross in favour of The Corporation of the Town of Grimsby set out below:

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town

or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter Homes by DeSantis (Downtown) Inc. as the owner of the Lands, in fee simple and to reflect the Lands as being subject to an easement in favour of The Corporation of the Town of Grimsby pursuant to this Vesting Order in accordance with easement provisions and stipulation as set out herein.

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*(Signature of Judge)*

SCHEDULE A

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant

running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

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**ORDER (VESTING ORDER - DESANTIS)**

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**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
50 Queen Street North,  
Suite 1020, P.O. Box 2248  
Kitchener ON N2H 6M2

**John S. Doherty (24491G)**

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Tel: 519-575-7517

Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule "H"**

**Main Order**

Attached.





ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS that the Registrar of the Ontario Superior Court of Justice shall issue the Vesting Order attached hereto as **Schedule “A”**, as may be amended upon the direction of the Land Registry Office, (the “**Parts 1 and 2 Vesting Order**”);
2. THIS COURT ORDERS that the Registrar of the Ontario Superior Court of Justice to issue the Vesting Order attached hereto as **Schedule “B”**, as may be amended upon the direction of the Land Registry Office, (the “**Remnant Parcel Vesting Order**”);
3. THIS COURT ORDERS that The Corporation of the Town of Grimsby shall register the Parts 1 and 2 Vesting Order and that Homes by DeSantis (Downtown) Inc. shall register the Remnant Parcel Vesting Order at the first available opportunity following their being issued by the Ontario Superior Court of Justice;
4. THIS COURT ORDERS that The Corporation of the Town of Grimsby and Homes by DeSantis (Downtown) Inc. shall each contribute one half of the cost of preparing and Depositing the Draft Reference Plan attached hereto as **Schedule “C”**;

5. THIS COURT ORDERS that, upon the issuance of an Order of the Local Planning Appeal Tribunal approving the Official Plan Amendment and Zoning By-law Amendments in the form attached hereto in **Schedule “D”** (LPAT Case No. PL190004), Homes by DeSantis (Downtown) Inc. shall pay The Corporation of the Town of Grimsby’s legal costs of this proceeding, up to June 29, 2020, fixed at \$96,842.00 and the Town’s partial indemnity costs, as agreed to by the Town and DeSantis or as assessed by an Assessment Officer of this Honourable Court, incurred by the Town from June 30, 2020 in obtaining this Order, the Parts 1 and 2 Vesting Order, and the Remnant Parcel Vesting Order; and
6. THIS COURT ORDERS that there shall be no order with respect to costs payable from or to Alvin Melville.

---

*(Signature of Judge)*

**Schedule A**  
**Parts 1 and 2 Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter- and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate, and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Applicant in the Application and the Respondent in the Counter-Application, The Corporation of the Town of Grimsby, free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, excluding any claims over Part 1 on Plan 30R - \_\_\_\_\_ listed in **Schedule “B”** hereto, (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the rights-of-way over Part 1 on Plan 30R - \_\_\_\_\_ set out in **Schedule “B”**:

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter The Corporation of the Town of Grimsby as the owner of the Lands in fee simple.

---

*(Signature of Judge)*

## SCHEDULE A

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R).



## SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER (VESTING ORDER – TOWN)**

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**GOWLING WLG (CANADA) LLP**

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Suite 1020, P.O. Box 2248  
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Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule B  
Remnant Parcel Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Respondent in the Application and the Applicant in the Counter-Application, Homes by DeSantis (Downtown) Inc., free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, including without limitation, the rights of way listed in **Schedule “B”** hereto (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the easement in gross in favour of The Corporation of the Town of Grimsby set out below:

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town

or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter Homes by DeSantis (Downtown) Inc. as the owner of the Lands, in fee simple and to reflect the Lands as being subject to an easement in favour of The Corporation of the Town of Grimsby pursuant to this Vesting Order in accordance with easement provisions and stipulation as set out herein.

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*(Signature of Judge)*

SCHEDULE A

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant



running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

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**ORDER (VESTING ORDER - DESANTIS)**

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Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule C  
Draft Reference Plan**

Attached.







**Schedule D**  
**Amending By-laws**  
**(Proposed Official Plan Amendment and Zoning By-law Amendment)**

Attached.

## **Revised Site Specific Official Plan Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

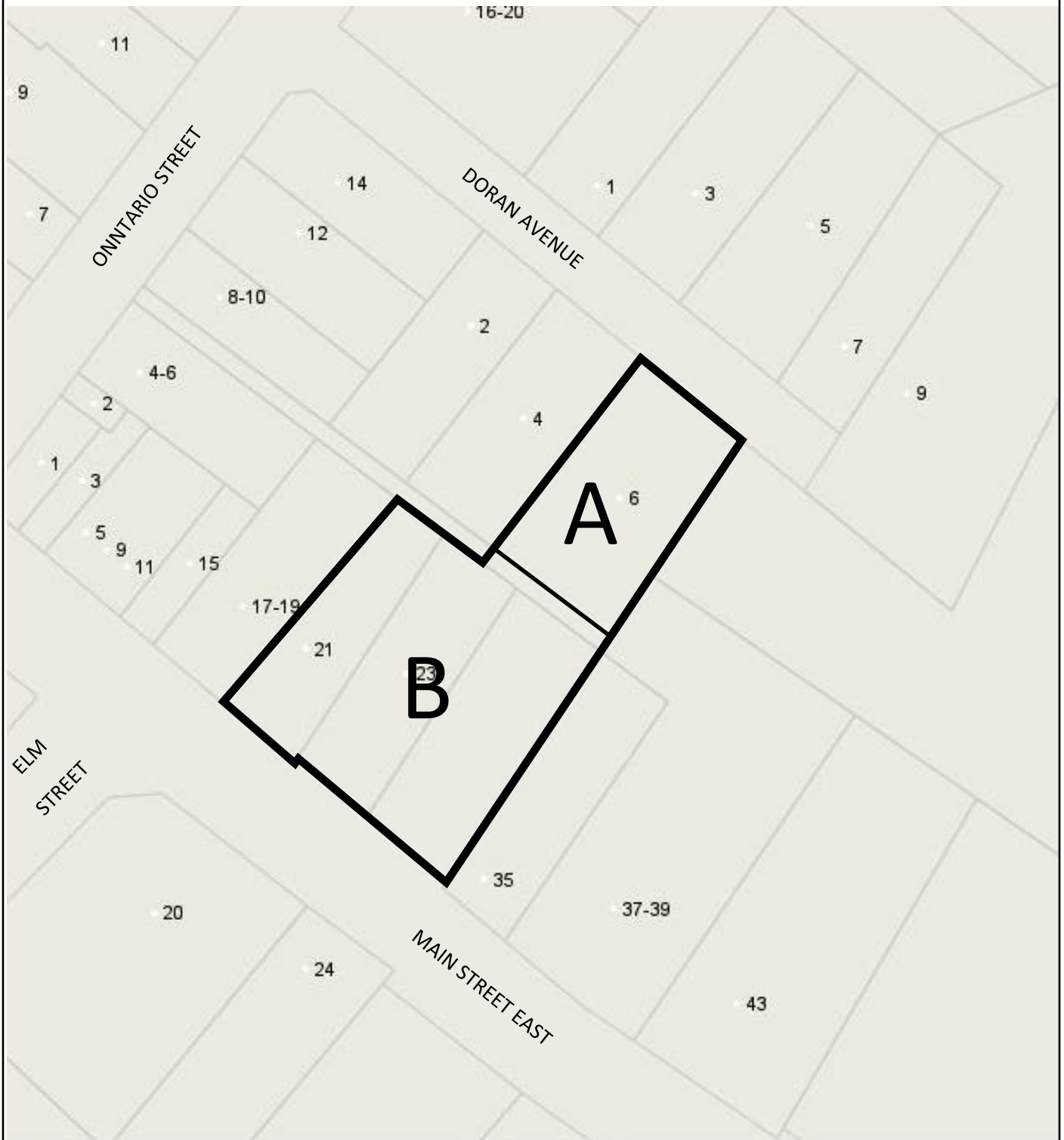
1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.





**SUBJECT LANDS – MODIFY EXISTING DMS ZONE**



THIS IS SCHEDULE "A" TO BY-LAW NO. 2020-XXX  
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FILE NUMBER

PAGE 2 OF 3

\_\_\_\_\_  
MAYOR

26Z-16-1710

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE TOWN OF GRIMSBY

SCALE

NOT TO SCALE

EDC\_LAW 2239230\1

**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height:               <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension:               <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

Court File No. CV-19-00059212-0000

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

- THE TOWN OF GRIMSBY et al.

Respondents by Counter-Application

Court File No. CV-19-00059218-00

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER**

---

**GOWLING WLG (CANADA) LLP**

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Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
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Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
ST. CATHARINES

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**MINUTES OF SETTLEMENT**

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Lawyers for the Applicant/Respondent in Counter-  
Application

File Number: K0561387.1

Court File No. CV-19-00059212-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TOWN OF GRIMSBY

Applicant

And

HOMES BY DESANTIS (DOWNTOWN) INC., IRENE (FOX) BRONS, and  
ALVIN MELVILLE;

Respondents

AND BETWEEN:

Court File No. CV-19-00059218-00

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

HOMES BY DESANTIS (DOWNTOWN) INC.

Applicant

And

THE TOWN OF GRIMSBY, IRENE (FOX) BRONS, and ALVIN MELVILLE;

Respondents

**MINUTES OF SETTLEMENT**

(between the Town of Grimsby, Irene (Fox) Brons, and Homes by DeSantis (Downtown) Inc.  
(this "**Agreement**" or the "**Brons Agreement**")

WHEREAS the Corporation of the Town of Grimsby (the "**Town**") commenced Application No. CV-19-00059212-0000 (the "**Town Application**"), including for an Order vesting any and all right, title, estate and interest in the lands identified in the Land Registry System as Registry PIN 46024-0027 (R) and further described as Lot 313 CP PL 4 Grimsby Lane,

Grimsby, and identified as Parts 1, 2, 3, 4, and 5 on the draft reference plan (the "**Draft Reference Plan**") attached as **Schedule "A"** (collectively, the "**Laneway**");

AND WHEREAS Homes by DeSantis (Downtown) Inc. ("**DeSantis**") is the owner of lands known municipally as 21, 23 Main Street East and 6 Doran Avenue and legally described as Firstly, LT 317 CP PL 4 GRIMSBY; GRIMSBY being all of PIN 46024-0024(LT); Secondly, LT 315-316 CP PL 4 GRIMSBY, EXCEPT PT 1, 30R13288; GRIMSBY, being all of PIN 46024-0220(LT); and Thirdly, LT 312 CP PL 4 GRIMSBY; GRIMSBY, being all of PIN 46024-0028(LT) (collectively, the "**DeSantis Property**"). DeSantis commenced Application No. CV-19-00059218-0000 (the "**DeSantis Application**"), including for a Declaration that DeSantis is the absolute owner of the portion of the Laneway bisecting the DeSantis Property identified as Parts 3, 4, and 5 on the Draft Reference Plan (the "**Remnant Parcel**");

AND WHEREAS the Town is a party to Appeals to the Local Planning Appeal Tribunal ("**LPAT**") brought by DeSantis with respect to the Town's non-decisions regarding DeSantis' applications for an Official Plan Amendment and Zoning By-law Amendment to permit a 4 storey mixed-use development for the DeSantis Property, amended as of May 4, 2018 (collectively, the "**Development Application**") (LPAT Case No. PL190004) (the "**LPAT Appeal**");

AND WHEREAS DeSantis has amended the development proposal that is the subject of the Development Application, as set out in the drawings in **Schedule "B"** (collectively, the "**Revised Scheme**"), to seek approval of revised proposed forms of the Official Plan Amendment and Zoning By-law Amendment in the forms set out in **Schedule "C"** (the

**“Amending By-laws”**) for purposes of a development on the Property and the Remnant Parcel substantially in accordance with the Revised Scheme (the **“Development”**);

AND WHEREAS the Ontario Superior Court of Justice by its Order dated December 19, 2019 consolidated the Town Application and the DeSantis Application into one proceeding, with the Town as the Applicant, with DeSantis, as the Respondent in the Application and the Applicant in the Counter-Application, and with Irene (Fox) Brons (**“Brons”**) and Alvin Melville (**“Melville”**) as Respondents in the Application and in the Counter-Application (the **“Consolidated Proceeding”**);

AND WHEREAS the Parties, (as defined below), agree that all right, title, estate and interest in the land identified as Parts 1 and 2 on the Draft Reference Plan (**“Parts 1 and 2”**) should be vested in the Town;

AND WHEREAS the Parties, (as defined below), agree that all right, title, estate and interest in the Remnant Parcel should be vested in DeSantis, subject to an easement in favour of the Town over the entirety of the Remnant Parcel;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, DeSantis, and Brons by their respective legal counsel, (collectively, the **“Parties”**), wish to settle the Consolidated Proceeding as follows:

1. The Parties will, promptly after satisfaction of the conditions in paragraphs 7 and 8, seek the following Orders from the Ontario Superior Court of Justice:



- (a) An order in the form attached as **Schedule “D”**, as may be amended upon the direction of the Land Registry Office, (the **“Parts 1 and 2 Vesting Order”**):
- (i) extinguishing any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in Parts 1 and 2;
  - (ii) extinguishing any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in Parts 1 and 2;
  - (iii) extinguishing any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in Parts 1 and 2;
  - (iv) extinguishing, with respect to the entirety of Part 1 on the Draft Reference Plan, all rights-of-ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise (collectively, the **“Encumbrances”**) save and except for the following rights-of-way and easement which shall remain in full force and effect:

- (1) a right-of-way created by, and first registered on December 9, 1890 as Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031, a copy of which is attached as **Schedule “E”** (the “**1890 Right of Way**”); and
- (2) a right-of-way created by, and first registered on October 17, 1891 as Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022, a copy of which is attached as **Schedule “F”** (the “**1891 Right of Way**”);
- (v) extinguishing all Encumbrances with respect to the entirety of Part 2 on the Draft Reference Plan including without limitation the 1890 Right of Way and the 1891 Right of Way; and
- (vi) vesting all right, title, estate and interest in Parts 1 and 2 in the Town, free and clear of and from all Encumbrances save and except for, with respect to Part 1, the 1890 Right of Way and the 1891 Right of Way;

- (b) an order in the form attached as **Schedule “G”**, as may be amended upon the direction of the Land Registry Office, (the **“Remnant Parcel Vesting Order”**), and together with the Parts 1 and 2 Vesting Order, the **“Vesting Orders”**):
- (i) extinguishing any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Remnant Parcel;
  - (ii) extinguishing any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Remnant Parcel;
  - (iii) extinguishing any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Remnant Parcel;
  - (iv) extinguishing all Encumbrances with respect to the entirety of the Remnant Parcel including without limitation the 1890 Right of Way and the 1891 Right of Way; and
  - (v) vesting all right, title, estate and interest in the Remnant Parcel in DeSantis, in fee simple, subject to an easement over the entirety of the Remnant Parcel in favour of the Town as set out in the Remnant Parcel Vesting Order (the **“Remnant Parcel Easement”**).
- (c) An order in the form attached as **Schedule “H”** (the **“Main Order”**):
- (i) directing that the Parts 1 and 2 Vesting Order shall be registered by the Town and that the Remnant Parcel Vesting Order shall be registered by DeSantis at the first available opportunity following

their being issued by the Ontario Superior Court of Justice (the **“Registration of the Order”**);

- (ii) directing that DeSantis and the Town shall each contribute one half of the cost of preparing and Depositing the Draft Reference Plan;
  - (iii) directing that upon the issuance of an LPAT order approving the Amending By-laws, DeSantis shall pay the Town’s legal costs of the Consolidated Proceeding fixed at \$96,842.00 up to June 29, 2020, and the Town’s partial indemnity costs associated with obtaining the Vesting Orders, such costs to be agreed or assessed by an assessment officer of the Superior Court; and
  - (iv) directing that there shall be no order with respect to costs payable from or to Melville.
2. DeSantis releases the Town and Brons from any liability to pay DeSantis’ legal costs associated with the Consolidated Proceeding or with the DeSantis Application.
  3. The Town releases Brons from any liability to pay the Town’s legal costs associated with the Consolidated Proceeding or with the Town Application or the DeSantis Application.
  4. Brons releases the Town from any liability to pay her legal costs associated with the Consolidated Proceeding or with the Town Application or the DeSantis Application.

5. Brons shall not object to the Revised Scheme or the Amending By-laws, including in any proceeding in which DeSantis seeks the LPAT's approval of the Revised Scheme and/or the Amending By-laws.
6. DeSantis shall pay Brons's legal costs of the Consolidated Proceeding, the Town Application, and the DeSantis Application fixed at \$16,000.00 by paying \$16,000.00 into the trust account of Gowling WLG (Canada) LLP, to be held in escrow and released to Brons in two installments as follows: \$5000.00 upon the execution of this Agreement by the Parties, and \$11,000.00 upon the issuance by the LPAT of an order approving the Revised Scheme and the Amending By-Laws. Notwithstanding the foregoing, the abovementioned payment of \$11,000.00 shall not be made to Brons, and such amount shall be returned by Gowling WLG (Canada) LLP to DeSantis without interest, if:
  - (a) Brons objects to the Revised Scheme or the Amending By-laws, including in any proceeding in which DeSantis seeks the LPAT's approval of the Revised Scheme and/or the Amending By-laws,
  - (b) the Amending By-laws are not approved by the LPAT on or before September 27, 2021, unless extended by mutual agreement; and/or
  - (c) this Agreement becomes null and void pursuant to paragraph 7 or paragraph 8.
7. The Parties agree that this Agreement was to be conditional upon the Town obtaining Town Council approval, in its sole and unfettered discretion, and was not

to be legally binding on the Town or any of the other parties unless and until a by-law or resolution was passed confirming or approving this Agreement. If a Town by-law or resolution confirming or approving this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual consent, to become null and void and none of the parties were to have any claim against the other with respect to this Agreement. A resolution approving this Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving this Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

8. The Parties agree that this Agreement was to be conditional upon a Town by-law or resolution confirming or approving the master settlement agreement entered into between DeSantis and the Town on the date hereof (the “**Master Settlement Agreement**”), and all agreements to be entered into pursuant thereto other than this Agreement, being obtained. If a Town by-law or resolution confirming or approving the Master Settlement Agreement and all agreements to be entered into pursuant thereto other than this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual consent, to become null and void and neither party was to have any claim against the other with respect to this Agreement. A resolution approving the Master Settlement Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or

approving the Master Settlement Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

9. The Parties acknowledge that as a result of the COVID-19 outbreak, the availability of the Ontario Superior Court of Justice may be impacted and there may be a delay in issuing the Consent Order and the Vesting Orders. The Parties agree, acting reasonably that they will take the necessary steps in good faith to implement in a timely fashion the terms of this Agreement.
10. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.
11. The Parties hereby declare, represent and warrant that they have had the opportunity to consult with and be advised by independent legal counsel with respect to the terms of the Settlement set forth herein, and they have read and fully understand the terms of this Agreement.
12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. This Agreement may be executed either in original or faxed form or electronic PDF, and the parties adopt any signature received by receiving fax machine or PDF as original signatures of the parties.

DATED October \_\_\_\_ 28, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: Colleen Yamashita  
Colleen Yamashita

DATED October \_\_\_\_\_, 2020

**Irene (Fox) Brons**  
By her Solicitors, Burns Associates

Per: \_\_\_\_\_  
Douglas Burns

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN OF GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

Per: \_\_\_\_\_  
John S. Doherty



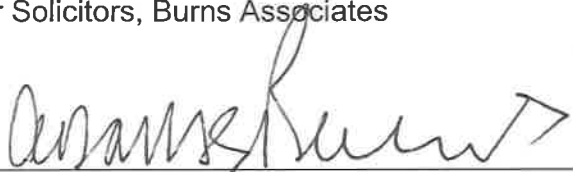
DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: \_\_\_\_\_  
Colleen Yamashita

DATED October 16, 2020

**Irene (Fox) Brons**  
By her Solicitors, Burns Associates

Per:  \_\_\_\_\_  
Douglas Burns

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN OF GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

Per: \_\_\_\_\_  
John S. Doherty

DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Scarfone Hawkins LLP

Per: \_\_\_\_\_  
Colleen Yamashita

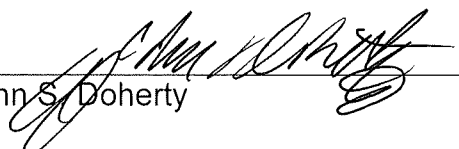
DATED October \_\_\_\_\_, 2020

**Irene (Fox) Brons**  
By her Solicitors, Burns Associates

Per: \_\_\_\_\_  
Douglas Burns

DATED October 23, 2020

**THE CORPORATION OF THE TOWN OF GRIMSBY**  
By their Solicitors, Gowling WLG (Canada) LLP

Per: \_\_\_\_\_  
John S. Doherty 

**Schedule "A"**  
**Draft Reference Plan**

Attached.



DORAN AVENUE

PLAN OF SURVEY OF  
**LOT 313**  
**AND PART OF LOTS**  
**312, 315, 316 & 317**  
**CORPORATION PLAN No. 4**  
 IN THE  
**TOWN OF GRIMSBY**  
 REGIONAL MUNICIPALITY OF NIAGARA  
 SCALE 1:200  
 0 5 10 metres  
 NICHOLAS P. MUTH O.L.S.

REGISTRY ACT SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1				117.17 m <sup>2</sup>
2				109.19 m <sup>2</sup>
3	LOT 313	CORPORATION PLAN No. 4	46024-0027 (R)	7.51 m <sup>2</sup>
4				29.99 m <sup>2</sup>
5				36.49 m <sup>2</sup>

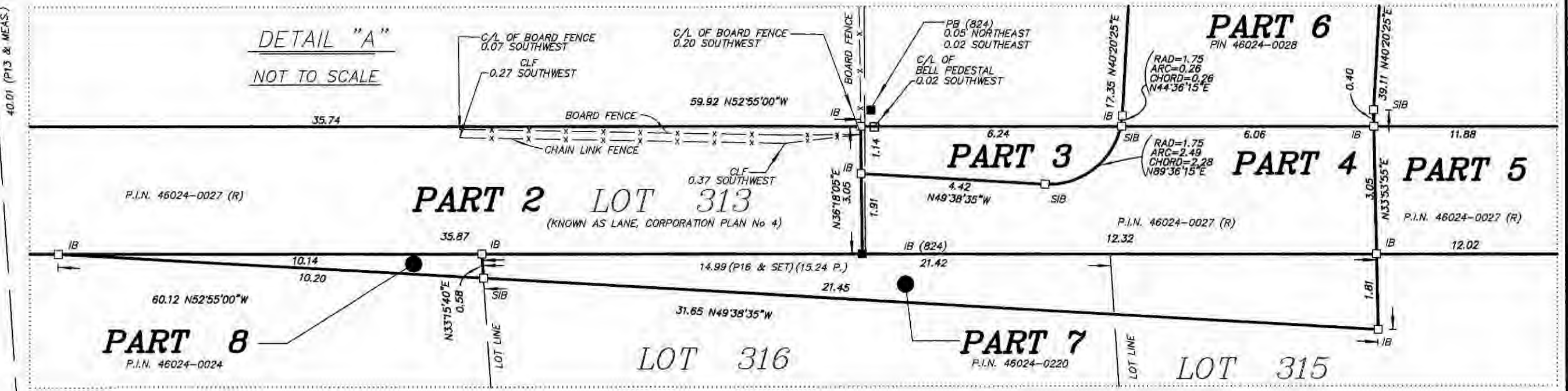
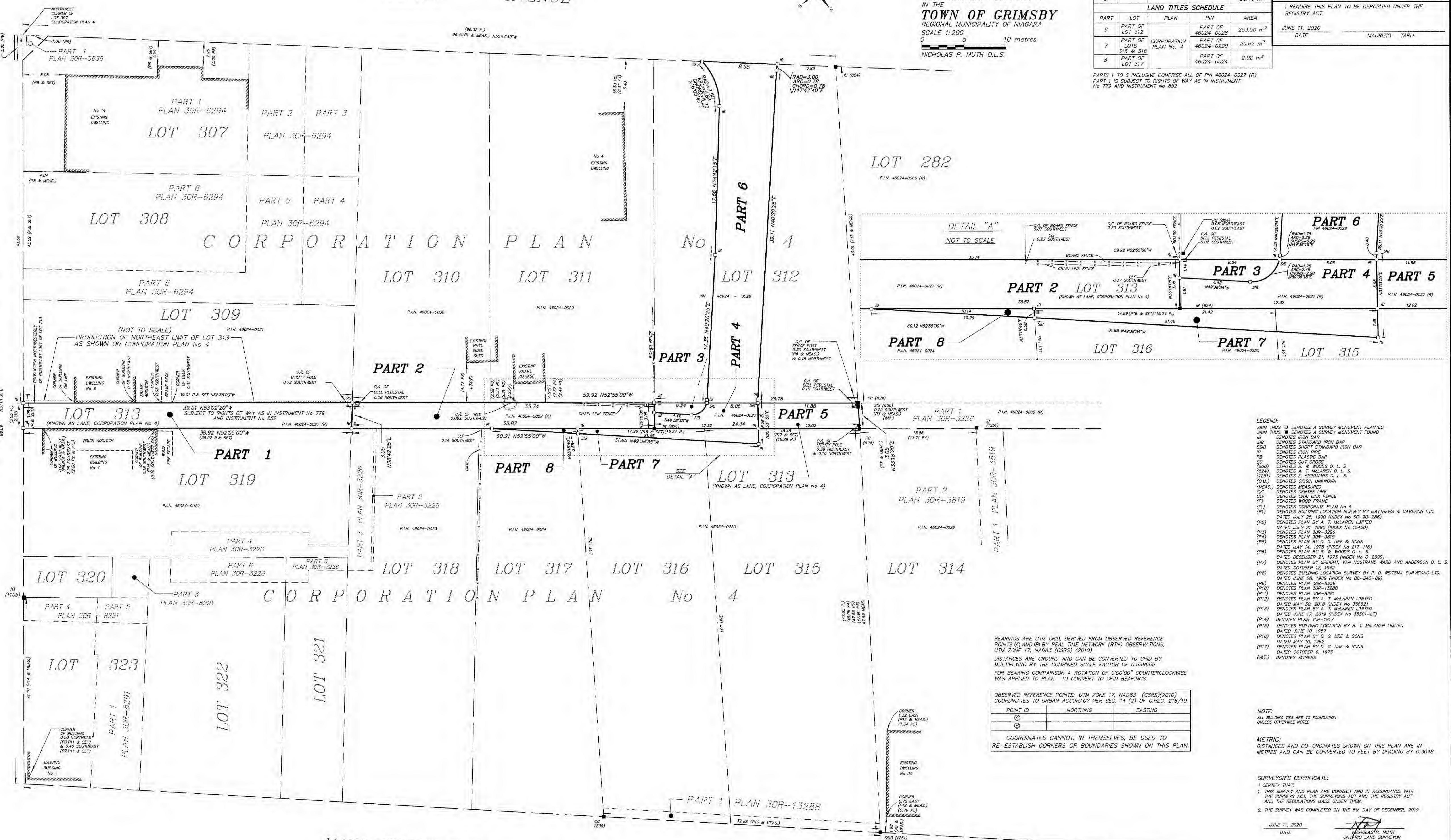
  

LAND TITLES SCHEDULE				
PART	LOT	PLAN	PIN	AREA
6	PART OF LOT 312		PART OF 46024-0028	253.50 m <sup>2</sup>
7	PART OF LOTS 315 & 316	CORPORATION PLAN No. 4	PART OF 46024-0220	25.62 m <sup>2</sup>
8	PART OF LOT 317		PART OF 46024-0024	2.92 m <sup>2</sup>

**PLAN 30R-**  
 RECEIVED AND DEPOSITED:  
 DATE \_\_\_\_\_ REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES & REGISTRY DIVISION OF NIAGARA NORTH (No. 30)  
 I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.  
 JUNE 11, 2020 DATE MAURIZIO TARLI

PARTS 1 TO 5 INCLUSIVE COMPRISE ALL OF PIN 46024-0027 (R)  
 PART 1 IS SUBJECT TO RIGHTS OF WAY AS IN INSTRUMENT No 779 AND INSTRUMENT No 852

FORMERLY DEPOT STREET AS SHOWN ON CORPORATION PLAN No 4  
 ONTARIO STREET  
 (NAME CHANGED BY-LAW No 1610, REGISTERED AS INSTRUMENT No 60812301, NOVEMBER 25 1990)  
 (P.L.N. 46024-0001)  
 (P.L.N. 46024-0002)  
 (P.L.N. 46024-0003)  
 (P.L.N. 46024-0004)  
 (P.L.N. 46024-0005)  
 (P.L.N. 46024-0006)  
 (P.L.N. 46024-0007)  
 (P.L.N. 46024-0008)  
 (P.L.N. 46024-0009)  
 (P.L.N. 46024-0010)  
 (P.L.N. 46024-0011)  
 (P.L.N. 46024-0012)  
 (P.L.N. 46024-0013)  
 (P.L.N. 46024-0014)  
 (P.L.N. 46024-0015)  
 (P.L.N. 46024-0016)  
 (P.L.N. 46024-0017)  
 (P.L.N. 46024-0018)  
 (P.L.N. 46024-0019)  
 (P.L.N. 46024-0020)



- LEGEND:**
- IRON THIS □ DENOTES A SURVEY MONUMENT PLANTED
  - IB DENOTES A SURVEY MONUMENT FOUND
  - SIB DENOTES IRON BAR
  - SSIB DENOTES STANDARD IRON BAR
  - SSSIB DENOTES SHORT STANDARD IRON BAR
  - IRW DENOTES IRON PIPE
  - PB DENOTES PLASTIC BAR
  - CC DENOTES CUT CROSS
  - (R20) DENOTES S. W. WOODS O. L. S.
  - (824) DENOTES A. T. MCLAREN O. L. S.
  - (1251) DENOTES E. EICHMANN O. L. S.
  - (O.L.) DENOTES ORIGIN UNKNOWN
  - (MEAS.) DENOTES MEASURED
  - C.A. DENOTES CENTRE LINE
  - CLF DENOTES CHAIN LINK FENCE
  - (F) DENOTES WOOD FRAME
  - (P1) DENOTES CORPORATE PLAN No 4
  - (P1) DENOTES BUILDING LOCATION SURVEY BY MATTHEWS & CAMERON LTD. DATED JULY 26, 1990 (INDEX No SC-90-286)
  - (P2) DENOTES PLAN BY A. G. MCLAREN LIMITED DATED JULY 21, 1980 (INDEX No 15420)
  - (P3) DENOTES PLAN 30R-3226
  - (P4) DENOTES PLAN 30R-3019
  - (P5) DENOTES PLAN BY D. G. URE & SONS DATED MAY 14, 1978 (INDEX No 217-116)
  - (P6) DENOTES PLAN BY S. W. WOODS O. L. S. DATED DECEMBER 21, 1973 (INDEX No C-2990)
  - (P7) DENOTES PLAN BY SPEIGHT, VAN NOSTRAND WARD AND ANDERSON O. L. S. DATED OCTOBER 12, 1942
  - (P8) DENOTES BUILDING LOCATION SURVEY BY P. D. RETSMA SURVEYING LTD. DATED JUNE 28, 1989 (INDEX No 88-340-89)
  - (P9) DENOTES PLAN 30R-5636
  - (P10) DENOTES PLAN 30R-13288
  - (P11) DENOTES PLAN 30R-8291
  - (P12) DENOTES PLAN BY A. T. MCLAREN LIMITED DATED MAY 30, 2018 (INDEX No 35692)
  - (P13) DENOTES PLAN BY A. T. MCLAREN LIMITED DATED JUNE 17, 2019 (INDEX No 35301-17)
  - (P14) DENOTES PLAN 30R-1817
  - (P15) DENOTES BUILDING LOCATION BY A. T. MCLAREN LIMITED DATED JUNE 10, 1987
  - (P16) DENOTES PLAN BY D. G. URE & SONS DATED MAY 10, 1982
  - (P17) DENOTES PLAN BY D. G. URE & SONS DATED OCTOBER 9, 1973
  - (WT.) DENOTES WITNESS

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999669  
 FOR BEARING COMPARISON A ROTATION OF 0°00'00" COUNTERCLOCKWISE WAS APPLIED TO PLAN TO CONVERT TO GRID BEARINGS.

OBSERVED REFERENCE POINTS: UTM ZONE 17, NAD83 (CSRS)(2010)  
 COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.S. 210/10

POINT ID	NORTHING	EASTING
(A)		
(B)		

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

**NOTE:**  
 ALL BUILDING TIES ARE TO FOUNDATION UNLESS OTHERWISE NOTED

**METRIC:**  
 DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**SURVEYOR'S CERTIFICATE:**  
 I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE 6th DAY OF DECEMBER, 2019

JUNE 11, 2020 DATE  
 NICHOLAS P. MUTH O.L.S. ONTARIO LAND SURVEYOR

MAIN STREET EAST (REGIONAL ROAD No 81) PLAN 30R-1817



**Schedule "B"**  
**Revised Scheme**

Attached.



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK.  
ALL DRAWINGS MAY BE TO BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OR OTHER AGENCIES WITH AUTHORITY.  
ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.  
THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND KEY TO DETAIL LOCATION.

DETAIL NUMBER	No.
DRAWING SHEET NUMBER	No.

DRAWING SETS ISSUED	No.	DATE (DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
ISSUED FOR ZONING	2	04.05.18	MS
ISSUED FOR ZONING	3	24.03.20	MS
ISSUED FOR ZONING	4	09.06.20	MS

REVISIONS TO DRAWING	No.	DATE (DD/MM/YY)	BY

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

**KNYMIHI**  
ARCHITECTURE • SOLUTIONS

KNYMIHI INC.  
1006 SKYVIEW DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7P 0V1  
T 905.699.6995  
F 905.699.6984  
www.knyth.com  
info@knyth.com

ASSOCIATION  
OF  
ARCHITECTS  
ONTARIO  
POLYMER LAMINATE  
L.L.C.  
7884

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
Author: Checker:  
DRAWING VERSION: PLOT DATE:  
DRAWING SHEET NUMBER: A400



1 SOUTH ELEVATION  
A400 1:100

**NOTE:**  
EFS SYSTEMS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EFS SHALL BE INSTALLED AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS



2 NORTH ELEVATION  
A400 1:100

**NOTES:**  
ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 6088. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.  
GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10  
GUARDS SHALL COMPLY WITH O.B.C. 4.3.6  
ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13  
GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 800mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.  
ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 5.7.2.2. PROTECTION OF WINDOWS IN APARTMENT BUILDINGS SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW  
ALL DOOR AND WINDOW FRAMES AND CASHS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.  
REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS  
ENSURE CO-ORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITHIN ALUMINUM SCREENS  
ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 C/W METAL BACK PAN  
DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
ST	EFS 1 - BEIGE
92	EFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARRISCRAFT REINFORCEMENT STONE
BR1	BRICK - RED





1 EAST ELEVATION  
A401 1:125

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK. ALL DRAWINGS MAY BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OR OTHER AGENCIES WITH AUTHORITY.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
No.	DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD/M/YY)	BY
ISSUED FOR PERMITTING	1	04.05.18	MS
REVISED FOR ZONING	2	04.05.18	MS
REVISED FOR ZONING	3	24.03.20	MS
REVISED FOR ZONING	4	09.06.20	MS

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD/M/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

**KNYMI**  
ARCHITECTURE • SOLUTIONS

KNYMIH INC.  
1006 SKYVIEW DRIVE • SUITE 101  
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F 905.639.6594  
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info@knyimh.com

ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

MIŁOSŁAW WYSZKOWSKI  
L.P. 7984

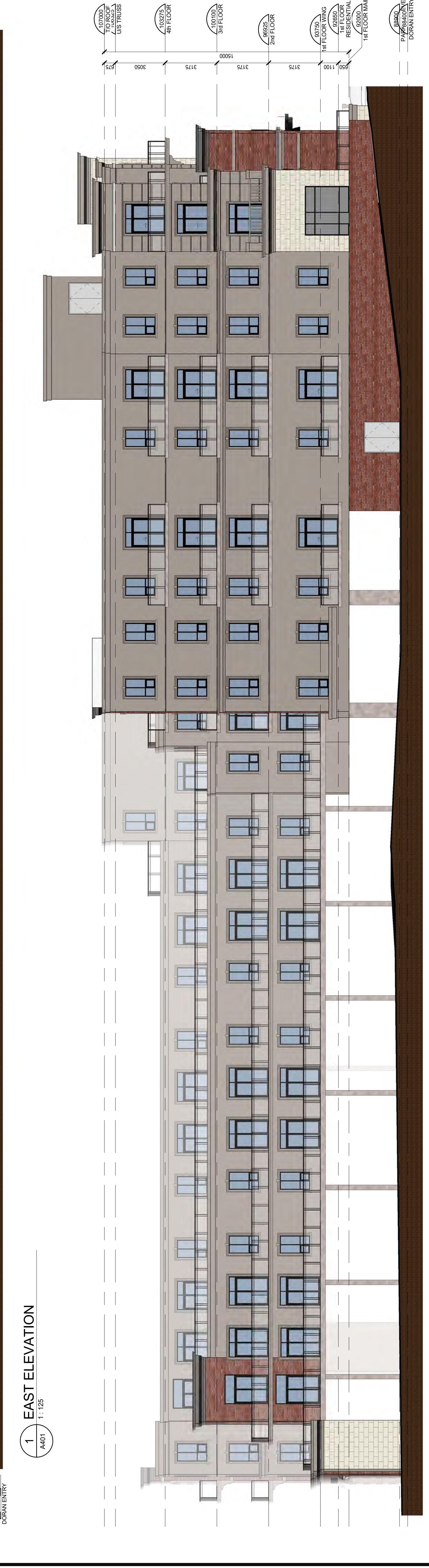
Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DRAWING VERSION:  
PLOT DATE:  
DRAWING SHEET NUMBER: A401



2 WEST ELEVATION  
A401 1:125

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
S1	EIFS 1 - BEIGE
S2	EIFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARSUSCRAFT MANUFACTURE
BR1	BRICK - RED

**NOTES:**

ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.

GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10

GUARDS SHALL COMPLY WITH O.B.C. 4.3.8

ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13

GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 600mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.

ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 AND ALL WINDOW FRAMES AND SASHES TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.

REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS

ENSURE COORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITH ALUMINUM SCREENS

ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 CW METAL BACK PAN

DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**NOTE:**

EIFS SYSTEM IS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILS OF THE EIFS INSTALLATION AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION AND TESTING TO BE CONDUCTED AT REGULAR INTERVALS TO ENSURE CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS



1 GROUND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

21 UNITS  
2- 2B  
9- 1B+D  
10- 1B

SELLABLE 1211 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 2122 m<sup>2</sup>



2 2ND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

29 UNITS  
6- 2B  
12- 1B+D  
11- 1B

SELLABLE 1840 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 2106 m<sup>2</sup>



3 3RD FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

22 UNITS  
8- 2B  
11- 1B+D  
3- 1B

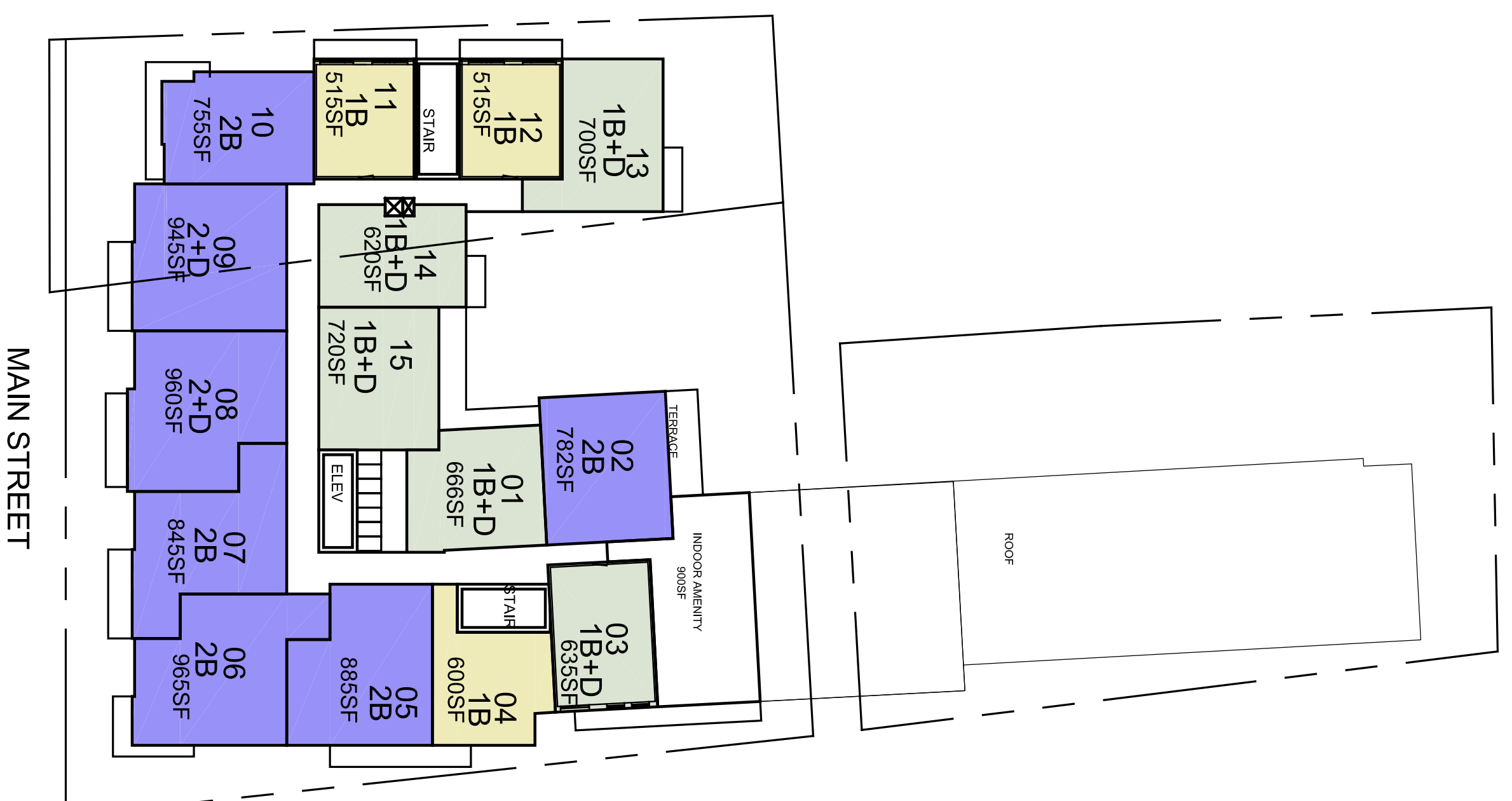
SELLABLE 1495 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 1802 m<sup>2</sup>



4 4TH FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

15 UNITS  
7- 2B  
5- 1B+D  
3- 1B

SELLABLE 1044 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 1295 m<sup>2</sup>



TOTAL ABOVE MAIN  
87 UNITS  
23- 2B  
37- 1B+D  
27- 1B

SELLABLE 5590 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 7325 m<sup>2</sup>

84.5%



REVIEW SUBMITTAL  
GABRIEL DESANTIS  
 REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT  
DATE:

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB ALL DIMENSIONS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM MUNICIPAL GOVERNMENTS AND OTHER AGENCIES WITH AUTHORITY ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK FROM ANY CORRECTIONS OR REVISIONS RESULT FROM THE CONTRACTOR.

KEY TO DETAIL LOCATION:  
No. DETAIL NUMBER  
DRAWING SHEET NUMBER

DATE	BY
2020.09.20	MB
2020.09.20	MB
2020.09.20	MB

DRAWING SETS ISSUED (NO. (D/D/M/Y))

DATE	BY
2020.09.20	MB
2020.09.20	MB
2020.09.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED  
REVISIONS TO DRAWING (NO. (D/D/M/Y)) BY DATE

NOT FOR CONSTRUCTION  
BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYMH**  
ARCHITECTURE • SOLUTIONS  
KNYMH INC.  
1006 SCHEWEN DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7R 0V1  
F: 905.639.0394  
H: 905.639.0394  
www.knymh.com  
info@knymh.com

ONTARIO ASSOCIATION OF ARCHITECTS  
REGISTERED ARCHITECTS  
LICENSED

HOMES BY  
**Desantis**  
THE MARK OF EXCELLENCE  
6 DORAN AVE  
GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
**SITE PLAN CONCEPT  
87 UNITS - 4 STOREY**

DRAWING SCALE:  
1:150

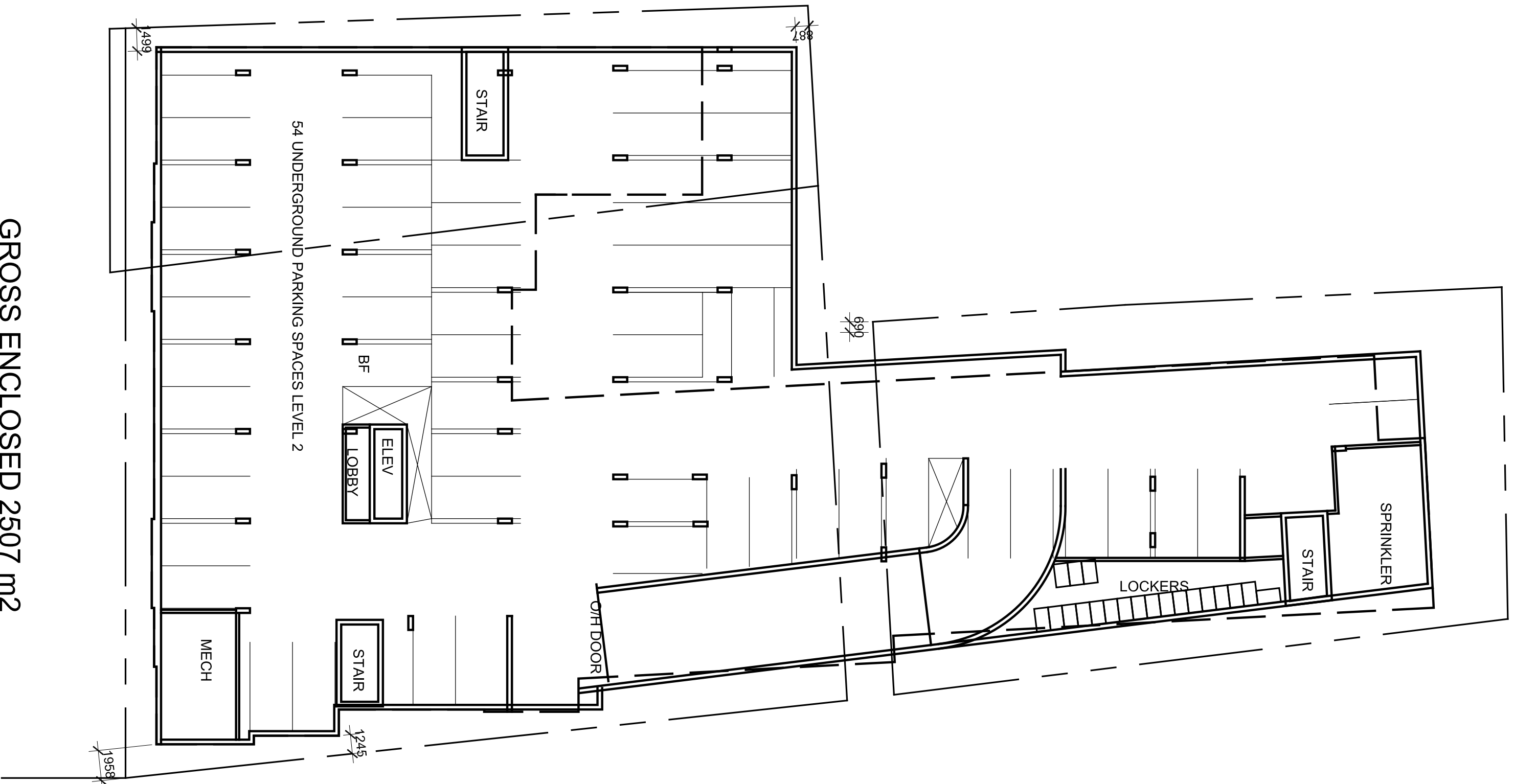
PROJECT NUMBER:  
**17010**

DRAWN BY: CHECKED BY:  
DRAWING VERSION: 001  
DRAWING SHEET NUMBER:  
**SP1**

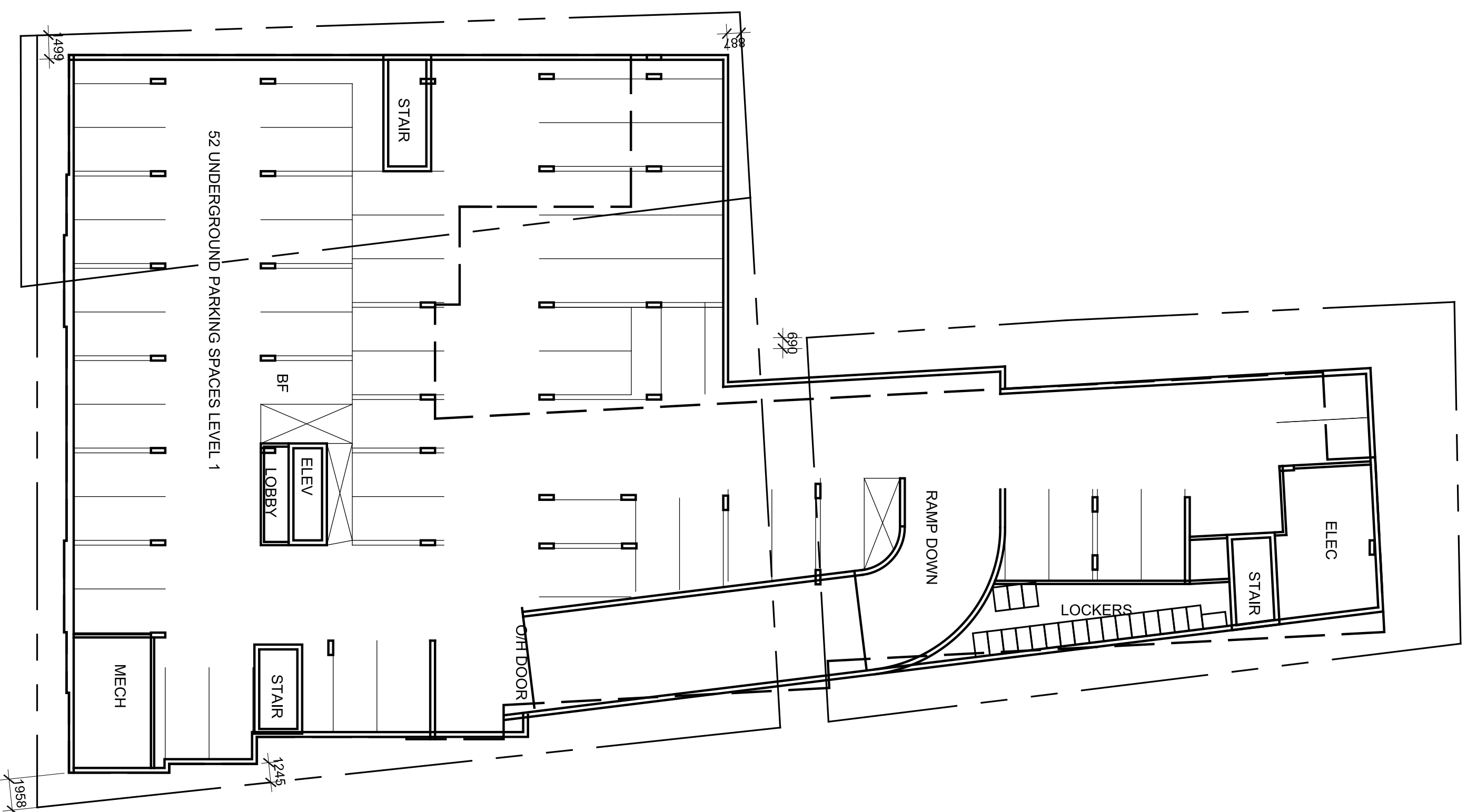
DATE:  
September 22, 2020



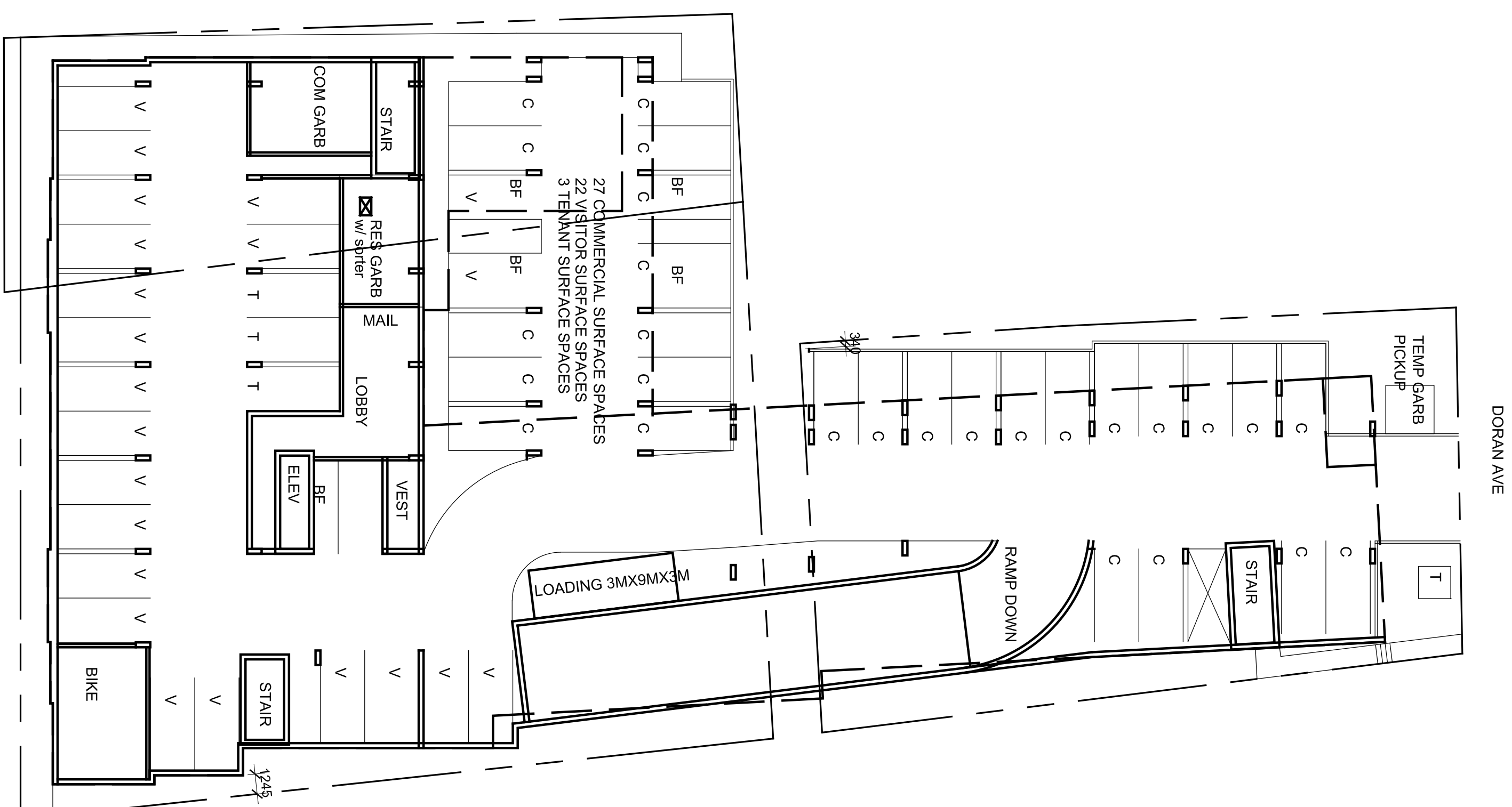
COMMERCIAL	REQUIRED	PROVIDED
3455 SM SERVICE	10	10
3035 SF RESTAURANT (1000SF DINING) 80% = 16.5	17	17
UNIT @ 1.25 = 108.75	109	109 (106 SECURE)
VISITOR @ 0.25 = 21.75	22	22
TOTAL RESIDENTIAL @ 1.5 PER	131	131 TOTAL RESIDENTIAL
	158	158 PROVIDED



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 2



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 1



GROSS ENCLOSED 1014 m2  
SURFACE PARKING LEVEL



**REVIEW SUBMITTAL**

GABRIEL DESANTIS

REVIEWED

REVIEWED AS NOTED

NOT APPROVED

REVISE AND RESUBMIT

DATE:

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB ALL INFORMATION FOR CONSTRUCTION WITH THE ARCHITECTS FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FROM CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DELAYS RESULTING FROM THE CONSTRUCTION WORK.

KEY TO DETAIL LOCATION:

No. DETAIL NUMBER

No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No. (DUAL/M)	DATE	BY
ISSUED FOR PERMITTING	2	20.09.20	MB
ISSUED FOR ZONING	3	22.09.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED	DATE
REVISIONS TO DRAWING	No. (DD/M/YY) BY

**NOT FOR CONSTRUCTION**

BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYMI-1**  
ARCHITECTURE • SOLUTIONS

KNYMI INC.  
1005 SCOTCH DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7R 0V1  
T 905.639.6995  
F 905.639.0394  
www.knymi.com  
info@knymi.com

ONTARIO ASSOCIATION OF ARCHITECTS  
LICENSED PROFESSIONAL ARCHITECTS  
ENRZEMIS LAW WSKOWSKA

HOMES BY  
**Desantis**  
THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
**PARKING LEVELS  
87 UNITS - 4 STOREY**

DRAWING SCALE:  
1:150

PROJECT NUMBER:  
**17010**

DRAWN BY: | CHECKED BY:  
DRAWING VERSION: 001  
DRAWING SHEET NUMBER:  
DATE: September 22, 2020

**UG1**

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REGULATIONS BEFORE COMMENCING WORK. ALL PERMITS MUST BE OBTAINED FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY BEFORE COMMENCING WORK. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND REPAIR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS/HER WORK.

KEY TO DETAIL LOCATION  
 No. DETAIL NUMBER  
 No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD.MM.YY)	BY
ISSUED FOR PERMITTING	1	09.08.20	MB
ISSUED FOR CONSTRUCTION	2	09.08.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD.MM.YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER:  
 NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYMH**  
 ARCHITECTURE • SOLUTIONS

KNYMH INC.  
 1006 SKYVIEW DRIVE • SUITE 101  
 BURLINGTON, ONTARIO • L7P 0V1  
 T 905.630.6595  
 F 905.630.6394  
 www.knymh.com  
 info@knymh.com

ASSOCIATION  
 of  
 ARCHITECTS  
 OF  
 ONTARIO  
 PRZEMYSŁAW MYSZKOWSKI  
 LICENCE  
 1984

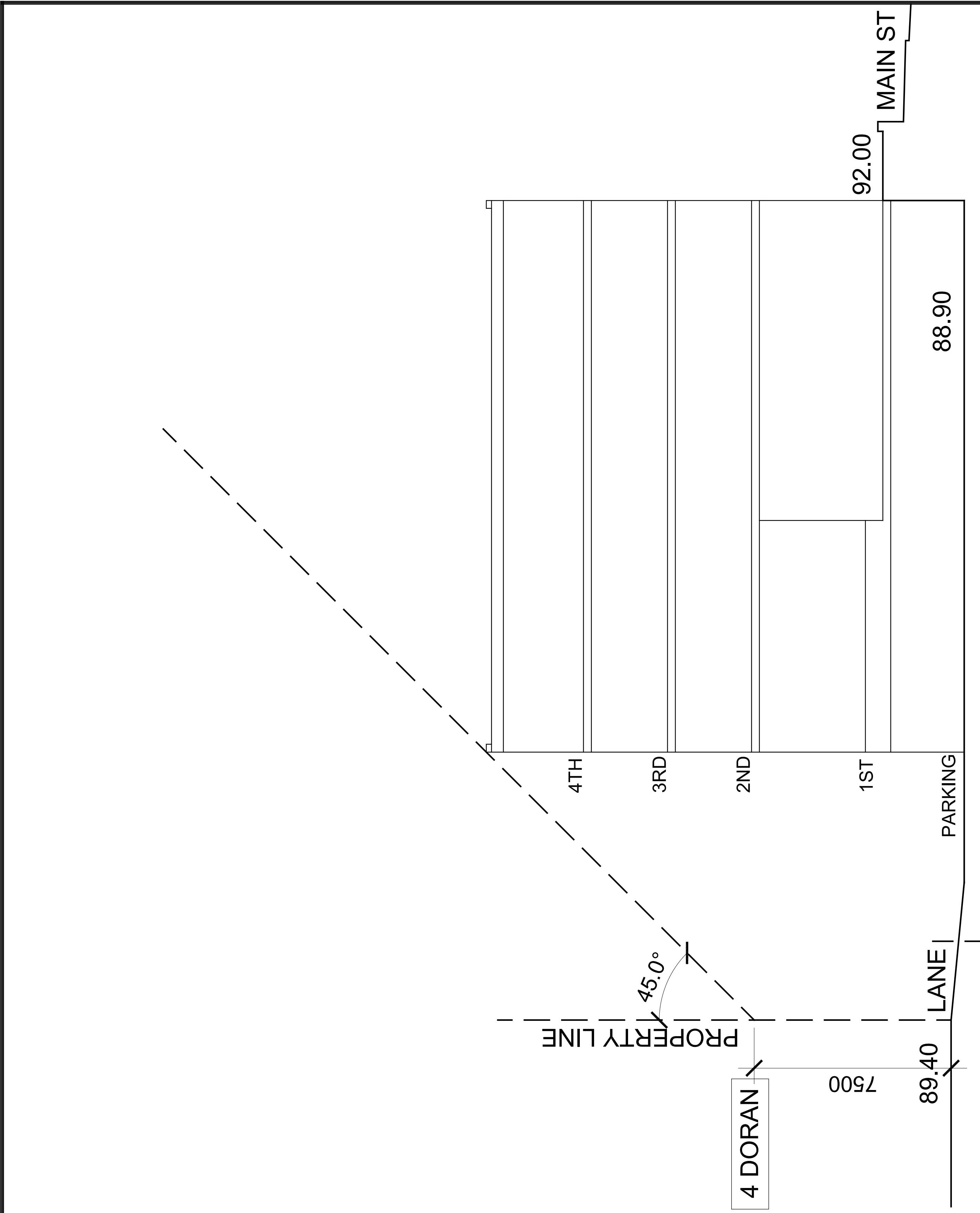
HOMES BY DESANTIS

6 DORAN AVE  
 GRIMSBY, ONTARIO

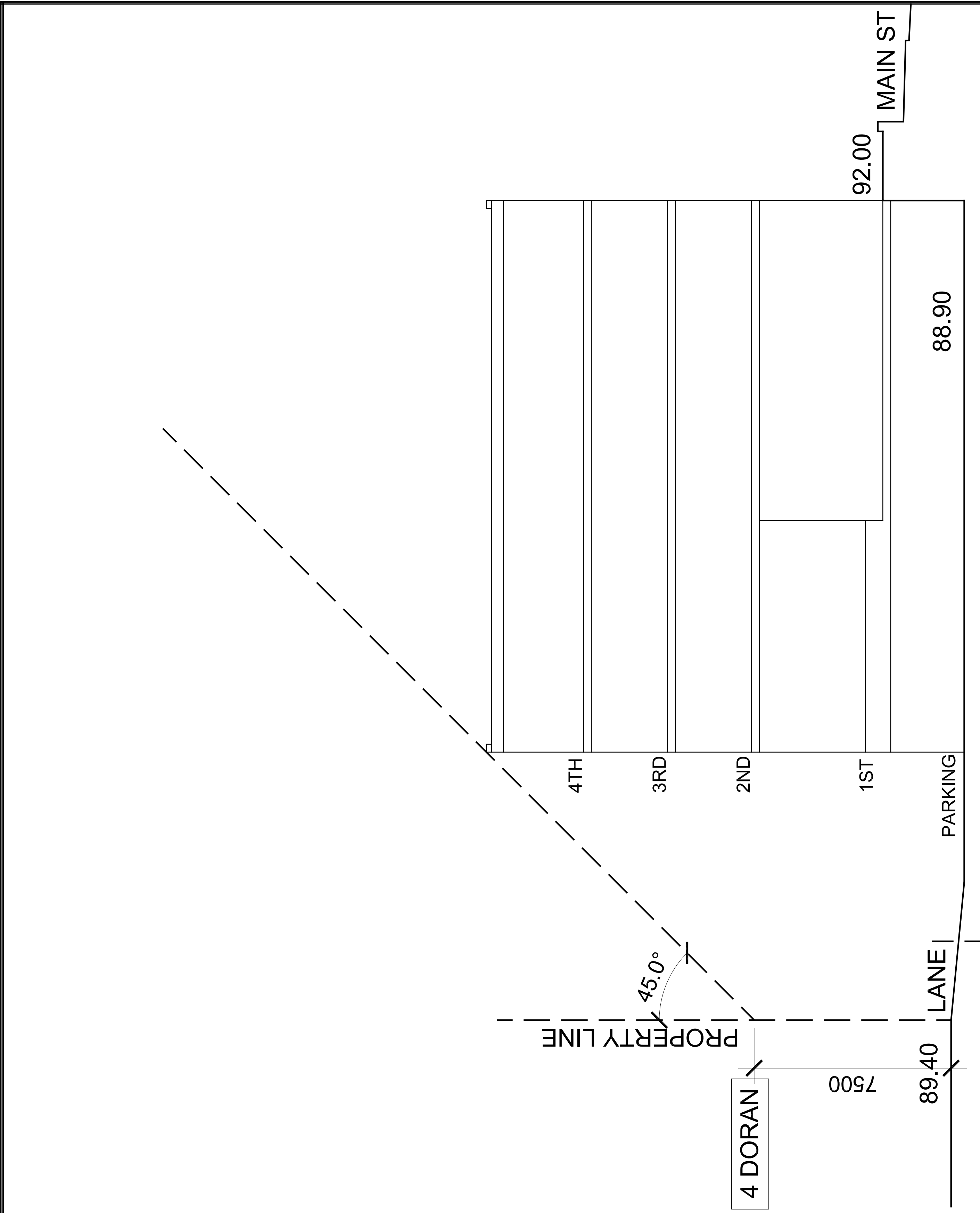
ANGULAR PLANE

DRAWING SCALE: 1:150  
 PROJECT NUMBER: 17010

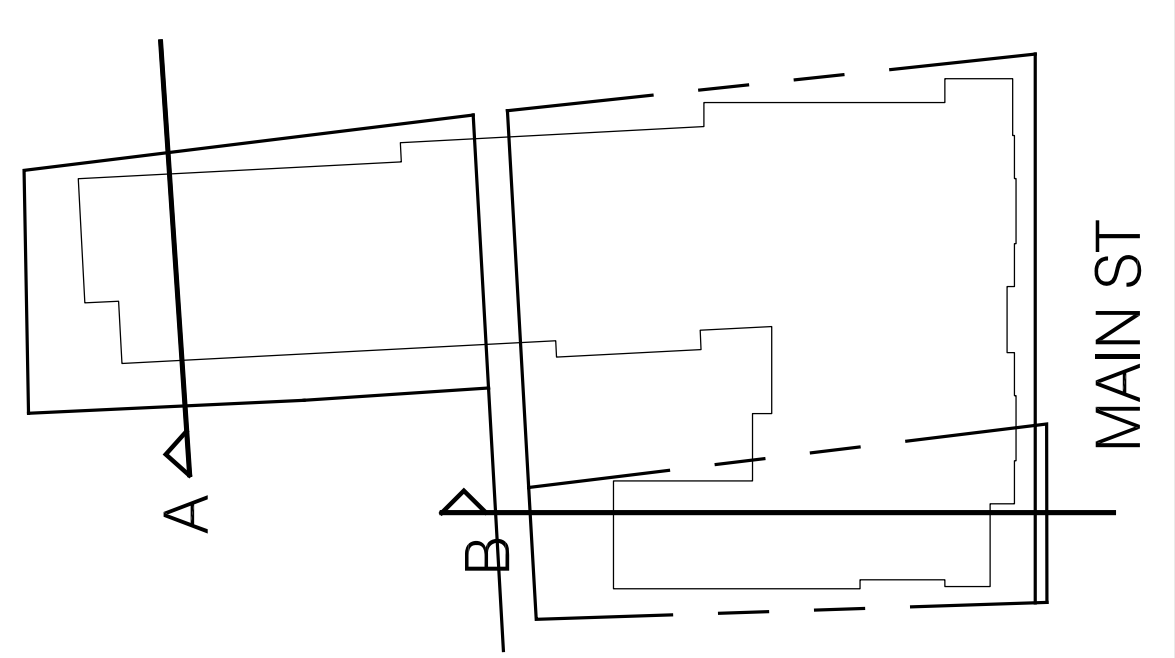
DRAWN BY: ---  
 CHECKED BY: ---  
 DRAWING VERSION: 001  
 PLOT DATE: June 9, 2020  
 DRAWING SHEET NUMBER: SP2



'A' EAST/WEST THROUGH BLDG @ DORAN



'B' NORTH/SOUTH THROUGH BLDG



**Schedule "C"**  
**Amending By-laws**

Attached.

**Revised Site Specific Official Plan  
Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."



**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

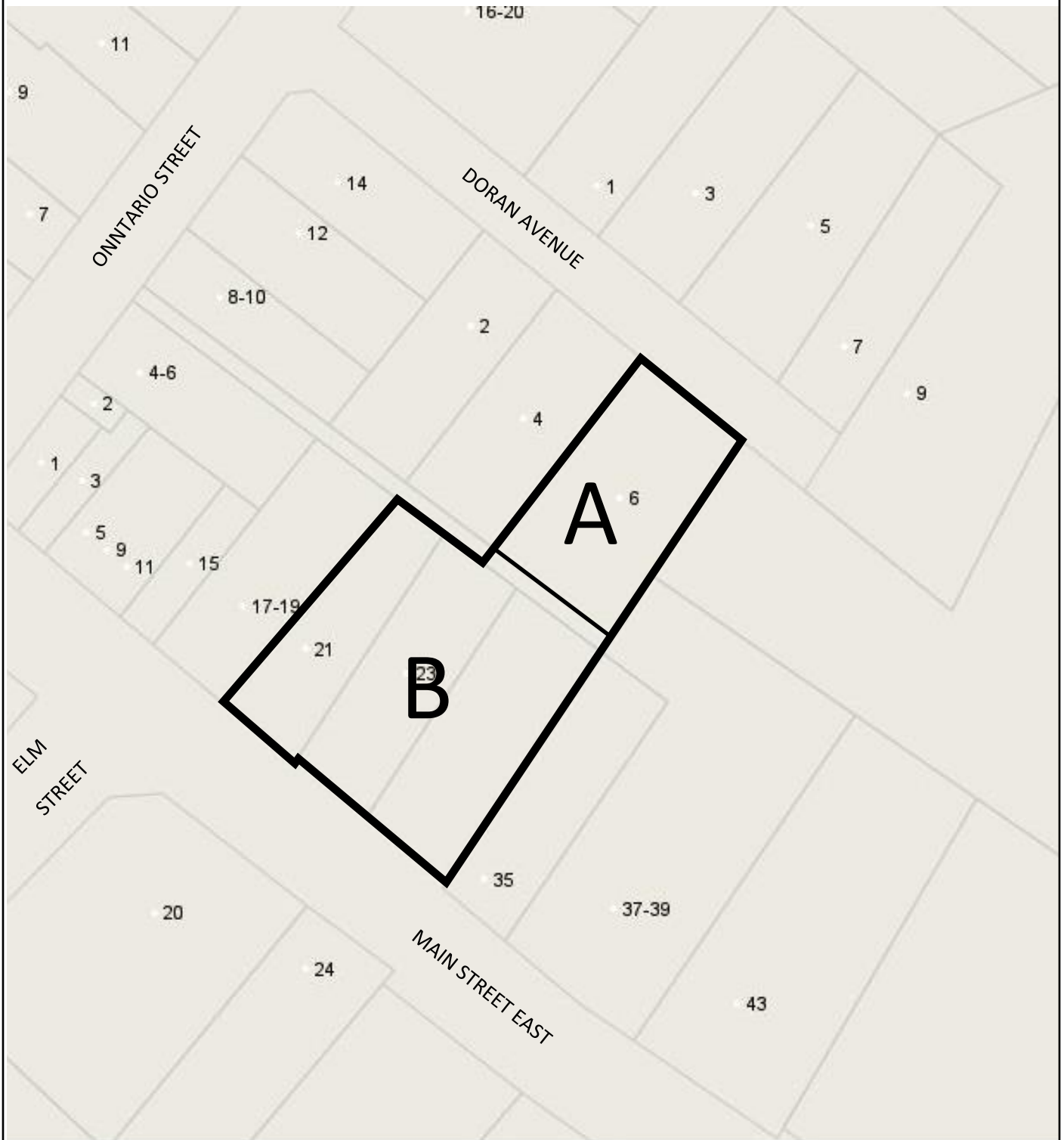
**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.



**SUBJECT LANDS – MODIFY EXISTING DMS ZONE**



THIS IS SCHEDULE "A" TO BY-LAW NO. 2020-XXX  
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FILE NUMBER

PAGE 2 OF 3

\_\_\_\_\_  
MAYOR

26Z-16-1710

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE TOWN OF GRIMSBY

SCALE

NOT TO SCALE

EDC\_LAW 2239230\1

**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height: <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension: <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>



**Schedule "D"**

**Parts 1 and 2 Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter- and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate, and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Applicant in the Application and the Respondent in the Counter-Application, The Corporation of the Town of Grimsby, free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, excluding any claims over Part 1 on Plan 30R - \_\_\_\_\_ listed in **Schedule “B”** hereto, (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the rights-of-way over Part 1 on Plan 30R - \_\_\_\_\_ set out in **Schedule “B”**:

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter The Corporation of the Town of Grimsby as the owner of the Lands in fee simple.

---

*(Signature of Judge)*



## SCHEDULE A

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R).

## SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER (VESTING ORDER – TOWN)**

---

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
50 Queen Street North,  
Suite 1020, P.O. Box 2248  
Kitchener ON N2H 6M2

**John S. Doherty (24491G)**

john.doherty@gowlingwlg.com  
Tel: 519-575-7518

**Jonathan Minnes (70993I)**

jonathan.minnes@gowlingwlg.com  
Tel: 519-569-4561

**Tristan Neill (77091W)**

tristan.neill@gowlingwlg.com  
Tel: 519-575-7517

Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule "E"**  
**1890 Right of Way**

Attached.



# Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

A

<p>FOR OFFICIAL USE ONLY</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>NUMBER <b>575988</b>            CERTIFICATE OF REGISTRATION            '88 NOV 30 15:00            NIAGARA RDPTH NO. 30            ST. CATHARINES            LAND REGISTRATION</p> </div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 2 pages <b>MK</b>	
		(3) Property Identifier(s) Block Property Additional See Schedule <input type="checkbox"/>	
(6) Executions Additional See Schedule <input type="checkbox"/>		(4) Consideration <b>ONE HUNDRED AND SIXTY FIVE THOUSAND -</b> <del>XXXXXXXXXX</del> /100 Dollars \$ <b>165,000.00</b>	
		(5) Description This is a: Property <input type="checkbox"/> Decision <input type="checkbox"/> Property <input type="checkbox"/> Consolidation <input type="checkbox"/> <del>XXXXXXXXXX</del> <b>LOT 309, Corporation Plan 4, Town of Grimsby, in the Regional Municipality of Niagara, formerly in the Village of Grimsby, in the County of Lincoln, together with a right of way over the westerly 128 feet of Lot 313, C.P. 4 Grimsby, as described in Instrument registered as Instrument No. 105092.</b> <del>XXXXXXXXXX</del>	
(8) This Document Contains (a) Redescription <input type="checkbox"/> New Easement <input type="checkbox"/> Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estates Transferred Fee Simple <input type="checkbox"/> <b>TRUSTEE WITH RIGHT OF WAY</b>			
(8) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that the property transferred is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence. Name(s) Signature(s) Date of Signature <b>WELLS, James Albert</b> <i>James Wells</i> 1988 11 21			
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature _____			
(10) Transferor(s) Address for Service <b>79 Oak Knoll Drive, Hamilton, Ontario, L8S 4C2</b>			
(11) Transferee(s) Name(s) Date of Birth <b>PRETERS, Burt</b> 1940 01 18 <b>COTTRILL, Adriana</b> 1950 12 23 as joint tenants as to 1/3 interest <b>PRETERS, John</b> 1957 04 02 as to 1/3 interest <b>DONDERS, Marie</b> 1944 07 14 as to 1/3 interest			
(12) Transferee(s) Address for Service <b>10 Ontario Street, Grimsby, Ontario, L3M 2E1</b>			
(13) Transferor(s) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1985. Signature <i>James Wells</i> 1988 11 21 Date of Signature Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1985 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor <b>SIMPSON, WIGLE (F.E. Wigle)</b> <b>1030-120 King Street West</b> <b>Hamilton, Ontario L8N 3R1</b> Signature <i>F.E. Wigle</i> 1988 11 21			
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subsections 49 (2)(a) to (c) of the Planning Act, 1985 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1985. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor <b>Mr. Charles M. Kray</b> <b>27 William Street</b> <b>St. Catharines, Ontario</b> <b>L2R 5H9</b> Signature <i>Charles M. Kray</i> 1988 11 21			
(15) Assessment Roll Number of Property City: <b>26</b>   Municipality: <b>15</b>   Map: <b>010</b>   Sub: <b>006</b>   Tax: <b>07400</b>		Fees and Tax Registration Fee <b>20</b> Land Transfer Tax <b>1375 -</b> Total <b>1395</b>	
(16) Municipal Address of Property <b>8-10 Ontario Street</b> <b>Grimsby, Ontario</b> <b>L3M 2E1</b>		(17) Document Prepared by: <b>SIMPSON, WIGLE (F.E. Wigle)</b> <b>Barristers and Solicitors</b> <b>1030-120 King Street West</b> <b>Hamilton, Ontario</b> <b>L8N 3R1</b>	



United

Form 1 - Land Transfer Tax Act

Revised August, 1988

Affidavit of Residence and of Value of the Consideration

Refer to all instructions on reverse side.

2

IN THE MATTER OF THE CONVEYANCE OF Lot 309 Corporation Plan No. 4, Village of Grimsby, New Town of Grimsby, Regional Municipality of Niagara Together with Registry Map 26-15-010-006-0740

BY the names of all transferees in full Janice Althrr Wells

TO the instructions I and give names of all transferees in full Burt Peeters and Adriana Cottrill - 1/3 interest as joint tenants; John Peeters - 1/3 interest; Maria Doderes - 1/3 interest.

I, the transferee it and give names in full Charles Michael Kray

MAKE OATH AND SAY THAT:

1. I am none of the persons named in the above description of the property and I am not a transferee of the property.

- (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 Burt Peeters, Adriana Cottrill, John Peeters and Maria Doderes
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for none
(f) A transferee described in paragraph (a), (b), (c) or (d) above, and am making this affidavit on my own behalf and on behalf of none

2. I have read and considered the definition of "single family residence" set out in clause 1(1)(b) of the Act. The land conveyed in the above-described conveyance does not contain a single family residence.
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or to whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. none

Table with 3 columns: Description, Amount, and Value. Rows include: Total consideration for the transaction, Mortgage, Property transferred in exchange, Liens, taxes, penalties and maintenance charges, Other valuable consideration, Value of land, building, fixtures and goodwill, Land transfer tax, Value of all chattels, and Other consideration for transaction.

5. If consideration is nominal, describe the relationship between transferor and transferee and state purpose of conveyance. none
6. If the consideration is nominal, is the land subject to any encumbrance? none
7. Other remarks and explanations, if necessary. none

Sworn before me at the City of St. Catharines in the Regional Municipality of Niagara this 25th day of November 19 88

LOUIE M. KRAY, a Commissioner of the City of St. Catharines, Regional Municipality of Niagara, etc. Lois M. Kray

Property Information Record form with fields for: Describe nature of instrument (Transfer), Address of property being conveyed (8-10 Ontario St., Grimsby, Ont.), Assessment Roll No. (26-15-010-006-07400), Mailing address for future Notices of Assessment (John Peeters - 10 Ontario St., Grimsby L3M 2B5), Registration number for last conveyance of property being conveyed (105092), and Land Registry Office No. (C.M. Kray, Box 473, St. Catharines).

**Schedule "F"**  
**1891 Right of Way**

Attached.



# Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

<b>NUMBER 585263</b> <b>CERTIFICATE OF REGISTRATION</b> '89 MAY -5 14:22 <b>NIAGARA NORTH NO. 80</b> <b>ST. CATHARINES</b> <i>John P. Zaffiro</i> <b>LAND REGISTRAR</b>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 3 pages <i>(W)</i>
		(3) Property Identifier(s) <input type="checkbox"/> Easement <input type="checkbox"/> Property <input type="checkbox"/> Additional Fee Schedule <input type="checkbox"/>
(4) Consideration TWO HUNDRED AND FORTY-FIVE THOUSAND 00/100 Dollars \$ 245,000.00		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>
Lot 319, Corporation Plan No. 4, Town of Grimsby, in the Regional Municipality of Niagara, together with all the right, title and interest of the Grantor in, to and over the land known as Lot 313 Corporation Plan No. 4, Town of Grimsby.		
(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>
(7) Interest/Estates Transferred Together with right-of-way		
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that:		
I, Pasquale Bagnoli, s.w.s. spouse and the property transferred is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence and that:		
Name(s) Signature(s) Date of Signature (Y M D)		
Bagnoli, Pasquale <i>Pasquale Bagnoli</i> 1989 05 01		
MARIANI, Anthony <i>Anthony Mariani</i> 1989 05 01		
ELIA INVESTMENTS (HAMILTON) LIMITED <i>Angela Elia</i> 1989 05 01 Angela Elia, Secretary I have authority to bind the Corporation		
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction		
(10) Transferee(s) Address for Service: c/o Mr. Nick Elia, 34 Quincy Court, Hamilton, Ontario, L8N 2T3		
(11) Transferee(s) Name(s) Date of Birth (Y M D)		
FOX, Irene Mary 1947 01 09		
(12) Transferee(s) Address for Service: 425 Maple Avenue, Grimsby, Ontario, L3M 3C1		
(13) Transferor(s) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.		
Signature(s) Date of Signature (Y M D)		
<i>Pasquale Bagnoli</i> 1989 05 01 <i>Anthony Mariani</i> 1989 05 01		
Name and Address of Solicitor: Nicholas Joseph Zaffiro, 100 Main St. E., P.O. Box 2069, Hamilton, Ontario L8N 3G6		
Signature: <i>Nicholas Joseph Zaffiro</i> Date of Signature: 1989 05 19		
(14) Solicitor for Transferee(s) I have investigated the title to this land and to starting land where relevant and I have certified that the title records reveal no contravention as set out in subsections 49 (2)(a) (c) (d) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act, 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.		
Name and Address of Solicitor: Signature: Date of Signature:		
(15) Assessment Roll Number of Property: 26 13 01D 006 07600	Fees and Tax	
(16) Municipal Address of Property: 4-6 Ontario Street, Grimsby, Ontario, L3M 3G9	Registration Fee: 20-	Land Transfer Tax: 875-
(17) Document Prepared by: AGRO, ZAFFIRO, PARENTE, ORZEL, HUBAR & BAKER, Barristers & Solicitors, 100 Main St. E., P.O. Box 2069, Hamilton, Ontario L8N 3G6	Total: 2195-	



# Schedule

Form 6 - Land Registration Reform Act, 1984

Page 2

S

Additional Property Identifiers and/or Other Information

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

	Elle Investments (Hamilton) Limited	Date of Signature
Signature	Per <i>Angela Ellis</i>	Y M D
	Angela Ellis, Secretary	1989...03...21

USE ONLY









REGISTRATION NUMBER	INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION DATE	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
437442	Mort		30/09/81	POLOWICK, Philip J.	KING, Michael Karpluk	\$65,000.00	MICROFILMED lot 319, together with right
				<i>Discharged by # 475156 Asst. Dep. Land Reg. MK. Entered 25/12/85 Reg. de Dep. L.</i>			title or interest in a lane now
							known as lot 313.
437443	Grant		30/09/81	KING, Michael Karpluk	POLOWICK, Philip J.	\$1.00	lot 319, together with right,
							title or interest in a lane now
							known as lot 313.
455203	Grant		12 01 83	Estate of Eugene Farafontow	FEDUN, Ivan	\$1.00	Lot 314, together with right re
							10' public lane, being lot 313.
473613	Mort		18-01-84	POLOWICK, Philip J.	Duca Community Credit Union	\$85,000.00	Lot 319 together with all right, title
				<i>Discharged by # 492352 Asst. Dep. Land Reg. MK. 20-02-85</i>			and interest in, to and over the lane
							now known as lot 313
492358	Mort		20 02 85	POLOWICK, Philip John	Duca Community Credit Union Limited	\$100,000.00	Lot 319, Together with right
				<i>Discharged by # 515953 Asst. Dep. Land Reg. W.J. 24/07/87</i>			over lane known as Lot 313
509969	Grant		30 12 85	POLOWICK, Philip John	MAZZETTI, Gilbert cob GBIL Investments		319 Lot/ together with rt-of-way over lane known as lot 313
509970	Mort.		30 12 85	MAZZETTI, Gilbert cob G.D.I.B. Investments	POLOWICK, Philip John	\$20,000.00	Lot 319, together with rt of way
				<i>Discharged by # 515952 Asst. Dep. Land Reg. W.J. 24/07/87</i>			over lane known as lot 313.
509971	Mort.		30 12 85	MARINAG, William Joseph	Honey Home Investment cob as G.D.I.B. Investments Corp. Ltd.	\$25,000.00	Lot 319, together with rt-of-way
				<i>Discharged by # 536067 Asst. Dep. Land Reg. 09/03/87</i>			over lane known as lot 313.
520739	Mort		07 07 86	MAZZETTI, Gilbert	NOYES, John	\$30,000.00	Lot 319, together with int.
				<i>Discharged by # 535168 Asst. Dep. Land Reg. MK. 23-02-87</i>			in lane known as lot 313.
526628	Grant		01 10 86	FEDUN, Ivan	LEGAULT, Roland Joseph as to 50% share HISEM, Yvonne Emilienne as to 50% share		Part lot 314, together with rights over 10' public lane being Lot 313. together with rt-of-way over part lot 314 designated as Part 1 on 30R-3819



REGISTRATION NUMBER	INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION DATE	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
543207	Grant		17 06 87	MAZZETTI, Gilbert cob G.B.I.L. Investments	Elia Investments (Hamilton) Limited BAGNOLI, Pasquale MARIANI, Anthony		Lot 319 tog. with rt. hereon.
<del>543208</del>	<del>Mort.</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited</del>	<del>Royal Trust Corp. of Canada</del> <del>Discharged by #591434</del>	<del>\$132,750.00</del>	<del>Lot 319 tog. with rt hereon.</del> <del>Asst. Dep. Land Reg 29/02/88 CB</del>
<del>543209</del>	<del>Mort.</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited</del>	<del>CASTRONOVO, Giovanni</del> <del>CASTRONOVO, Gina It acct.</del>	<del>\$25,000.00</del>	<del>Lot 319 tog. with rt hereon.</del> <del>with rt. of survivorship</del> <del>Discharged by #585062 Asst. Dep. Land Reg 29/05/88 CB</del>
<del>543210</del>	<del>A of Rents</del>		<del>17 06 87</del>	<del>Elia Investments (Hamilton) Limited</del>	<del>Royal Trust Corp. of Canada</del> <del>Discharged by #591434</del>		<del>Mort. #543208.</del> <del>Asst. Dep. Land Reg 27/02/88 CB</del>
566295	Grant		30 06 88	LEGAULT, Roland Joseph HISEM, Yvonne Emilienne	DALY, Carol Jane Sheppard		Lot 314, Tog. with rt hereon being part 1 on 30R-3819
575988	Grant		30 11 88	WELLS, James Albert	PESTERS, Burt COTTRILL, Adriana JT 1/3 Interest PESTERS, John 1/3 interest DONDERS, Marie 1/3 interest		Lot 309, Together with rt of way hereon as descr. in #105092
575989	Mort		30 11 88	PESTERS, Burt COTTRILL, Adriana PESTERS, John DONDERS, Marie	The Toronto-Dominion Bank	\$105,525.00	Lot 309, Together with rt of way hereon as descr. in #105092
	Deposit		20 12 88	See Deposit #577286			Lot 309, Tog. with rt-of-way hereon as in #105092

ABSTRACT INDEX

Town of Grimsby

LOT 313

PLAN CORPORATION PLAN #4

REGISTRATION NUMBER	INSTRUMENT	REGISTRATION DATE X/YY/YY Yr/Mth/Day	GRANTOR	GRANTEE	CONSIDERATION ETC.	LAND AND REMARKS
585263	Transfer	89 05 05	BAGNOLI, Pasquale MARIANI, Anthony Elia Investments (Hamilton) Limited	FOX, Irene Mary	\$24,500.00	Lot 319, together with a right hereon
<del>585264</del>	<del>Charge</del>	<del>89 05 05</del>	<del>FOX, Irene Mary</del>	<del>Niagara Credit Union Limited</del>	<del>\$200,000.00</del>	<del>Lot 319, together with a right hereon</del> <i>Discharged by # 617323 Asst. Dep. Land Reg. RB 9/10/05</i>
<del>585265</del>	<del>Assignment</del>	<del>89 05 05</del>	<del>FOX, Irene Mary</del>	<del>Niagara Credit Union Limited</del>		<del>Re: Charge #585264</del> <i>Discharged by # 617323 Asst. Dep. Land Reg. RB 9/10/05</i>
607939	Charge	90 04 26	FOX, Irene Mary	Niagara Credit Union Ltd.	\$222,000.00	Lot 319 & O.L. together with right hereon.
607940	Assignment	90 04 26	FOX, Irene Mary	Niagara Credit Union Ltd.		No. 607939
671103	Deposit	93 08 31				Pt. lot 314, Together with right hereon, as desc. in 566295
671104	Transfer	93 08 31	DALY, Carol Jane Sheppard	1031684 Ontario Limited	\$185,000.00	Pt. lot 314, Together with right hereon, as desc. in 566295
671105	Charge	93 08 31	1031684 Ontario Limited	DALY, Carol Jane Sheppard	\$170,000.00	Pt. lot 314, Together with right hereon, as desc. in 566295
690996	Deposit	94 12 20				Lot 314, together with a right of way hereon as in #566295
690997	Order	94 12 20	Ontario Court (General Division)			Lot 314, together with right of way hereon as in #566295
690998	Transfer	94 12 20	DALY, Carol Jane Sheppard	JUNIUS, Ingeborg Elisabeth	\$120,000.00	Lot 314, together with right of way hereon as in #566395, under power of sale in charge #671105
<del>690999</del>	<del>Charge</del>	<del>94 12 20</del>	<del>JUNIUS, Ingeborg Elisabeth</del>	<del>DALY, Carol Jane Sheppard</del>	<del>\$50,000.00</del>	<del>Lot 314 together with right of way hereon as in #566395</del>

NOTE 104



**Schedule "G"**  
**Remnant Parcel Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Respondent in the Application and the Applicant in the Counter-Application, Homes by DeSantis (Downtown) Inc., free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, including without limitation, the rights of way listed in **Schedule “B”** hereto (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the easement in gross in favour of The Corporation of the Town of Grimsby set out below:

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town

or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter Homes by DeSantis (Downtown) Inc. as the owner of the Lands, in fee simple and to reflect the Lands as being subject to an easement in favour of The Corporation of the Town of Grimsby pursuant to this Vesting Order in accordance with easement provisions and stipulation as set out herein.

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*(Signature of Judge)*



SCHEDULE A

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant

running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER (VESTING ORDER - DESANTIS)**

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**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
50 Queen Street North,  
Suite 1020, P.O. Box 2248  
Kitchener ON N2H 6M2

**John S. Doherty (24491G)**

john.doherty@gowlingwlg.com  
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Tel: 519-569-4561

**Tristan Neill (77091W)**

tristan.neill@gowlingwlg.com  
Tel: 519-575-7517

Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule "H"**

**Main Order**

Attached.





ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS that the Registrar of the Ontario Superior Court of Justice shall issue the Vesting Order attached hereto as **Schedule “A”**, as may be amended upon the direction of the Land Registry Office, (the **“Parts 1 and 2 Vesting Order”**);
2. THIS COURT ORDERS that the Registrar of the Ontario Superior Court of Justice to issue the Vesting Order attached hereto as **Schedule “B”**, as may be amended upon the direction of the Land Registry Office, (the **“Remnant Parcel Vesting Order”**);
3. THIS COURT ORDERS that The Corporation of the Town of Grimsby shall register the Parts 1 and 2 Vesting Order and that Homes by DeSantis (Downtown) Inc. shall register the Remnant Parcel Vesting Order at the first available opportunity following their being issued by the Ontario Superior Court of Justice;
4. THIS COURT ORDERS that The Corporation of the Town of Grimsby and Homes by DeSantis (Downtown) Inc. shall each contribute one half of the cost of preparing and Depositing the Draft Reference Plan attached hereto as **Schedule “C”**;

5. THIS COURT ORDERS that, upon the issuance of an Order of the Local Planning Appeal Tribunal approving the Official Plan Amendment and Zoning By-law Amendments in the form attached hereto in **Schedule “D”** (LPAT Case No. PL190004), Homes by DeSantis (Downtown) Inc. shall pay The Corporation of the Town of Grimsby’s legal costs of this proceeding, up to June 29, 2020, fixed at \$96,842.00 and the Town’s partial indemnity costs, as agreed to by the Town and DeSantis or as assessed by an Assessment Officer of this Honourable Court, incurred by the Town from June 30, 2020 in obtaining this Order, the Parts 1 and 2 Vesting Order, and the Remnant Parcel Vesting Order; and
6. THIS COURT ORDERS that there shall be no order with respect to costs payable from or to Alvin Melville.

---

*(Signature of Judge)*

**Schedule A**  
**Parts 1 and 2 Vesting Order**

Attached.





ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter- and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate, and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Applicant in the Application and the Respondent in the Counter-Application, The Corporation of the Town of Grimsby, free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, excluding any claims over Part 1 on Plan 30R - \_\_\_\_\_ listed in **Schedule “B”** hereto, (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the rights-of-way over Part 1 on Plan 30R - \_\_\_\_\_ set out in **Schedule “B”**:

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter The Corporation of the Town of Grimsby as the owner of the Lands in fee simple.

---

*(Signature of Judge)*

## SCHEDULE A

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 1 and 2, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R).

## SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER (VESTING ORDER – TOWN)**

---

**GOWLING WLG (CANADA) LLP**

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Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**



**Schedule B  
Remnant Parcel Vesting Order**

Attached.



ON READING the Application Record, Supplementary Application Record and Responding Application Record of the Applicant / Respondent in Counter-Application and the Application Record of Respondent / Applicant in Counter-Application, and on reading the Second Supplementary Application Record and Third Supplementary Application Record of the Applicant / Respondent in Counter Application, filed, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS AND DECLARES that all right, title, estate and interest in the lands legally described below and more particularly described in **Schedule “A”** hereto, in the Town of Grimsby, in the Regional Municipality of Niagara, Ontario, shall vest absolutely in the Respondent in the Application and the Applicant in the Counter-Application, Homes by DeSantis (Downtown) Inc., free and clear of all rights-of ways, easements, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, possessory claims to any prescriptive use, right or easement/right of way, or any claims whatsoever, whether or not any of the foregoing have attached or been perfected, been registered or filed and whether secured, unsecured or otherwise, including without limitation, the rights of way listed in **Schedule “B”** hereto (the **“Encumbrances”**), and for greater certainty, this court orders that all Encumbrances affecting or relating to the Lands are hereby expunged and discharged against the Lands, save and except for the easement in gross in favour of The Corporation of the Town of Grimsby set out below:

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town

or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

2. THIS COURT ORDERS that any and all right, title, estate and interest of James Doran and/or his estate and beneficiaries in the Lands is hereby extinguished.
3. THIS COURT ORDERS that any and all right, title, estate and interest of Eliza Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
4. THIS COURT ORDERS that any and all right, title, estate and interest of Frances Doran and/or her estate and beneficiaries in the Lands is hereby extinguished.
5. THIS COURT ORDERS that upon registration of this Order or a certified copy of this Order in the Land Registry Office for Niagara North, the Land Registrar shall enter Homes by DeSantis (Downtown) Inc. as the owner of the Lands, in fee simple and to reflect the Lands as being subject to an easement in favour of The Corporation of the Town of Grimsby pursuant to this Vesting Order in accordance with easement provisions and stipulation as set out herein.

---

*(Signature of Judge)*



SCHEDULE A

Part of Lot 313 CP PL 4, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (the "**Lands**").

SUBJECT TO a surface easement in gross in favour of The Corporation of the Town of Grimsby (the "**Town**"), for use by the Town and its servants, agents, contractors, subcontractors and the public at large for the purposes of access over, along, across and upon the Lands, and for use by the Town and its servants, agents, contractors, subcontractors and Grimsby Power Inc. for the purposes of the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities including all appurtenances necessary or incidental thereto, in, under, along, across and within the Lands, subject to all the terms and conditions hereinafter contained:

- a. The owner of the Lands shall be responsible for any damage to the property of the Town on the said Lands, caused directly or indirectly by the acts or omissions of the owner of the Lands or of persons acting under the authority of the owner of the Lands;
- b. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said Lands by the Town shall at all times remain the property of the Town notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town;
- c. The owner of the Lands shall maintain and repair the surface of the Lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the Lands;
- d. The owner of the Lands shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said Lands or install any obstruction of any nature or kind without the prior written consent of the Town, save and except as already exist on the Lands on the date hereof and except that otherwise the owner of the Lands shall have the right fully to use and enjoy the said Lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee;
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant

running with the Lands and this easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the owner of the Lands and the successors and permitted assigns of the Town (but shall not be appurtenant to or for the benefit of any land of the Town or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

- f. The owner of the Lands covenants not to grant any easement, license, lease or other right on, over or under the said Lands to any person, public utility or municipal body which prevents the exercise of this easement by the Town without the prior written consent of the Town.

SCHEDULE B

(a) a right-of-way created by, and first registered on December 9, 1890 as, Instrument No. 779, and carried forward up to the most recent transfer registered in Instrument No. R0575988 on November 30, 1988, for the benefit of the lands known as 8 & 10 Ontario Street, Grimsby, LT 309 CP PL 4 GRIMSBY being PIN 46024-0031 if as and to the extent it affects the Lands; and

(b) a right-of-way created by, and first registered on October 17, 1891 as, Instrument No. 852, and carried forward up to the most recent transfer registered in Instrument No. R0585263 on May 5, 1989, for the benefit of the lands known as 4 & 6 Ontario Street, Grimsby, LT 319 CP PL 4 GRIMSBY being PIN 46024-0022.

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

Court File No. CV-19-00059212-0000  
- THE TOWN OF GRIMSBY et al.  
Respondents by Counter-Application  
Court File No. CV-19-00059218-00

---

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER (VESTING ORDER - DESANTIS)**

---

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Lawyers for the Applicant/Respondent in Counter-  
Application

**File Number: K0561387.1**

**Schedule C**  
**Draft Reference Plan**

Attached.



DORAN AVENUE

PLAN OF SURVEY OF  
**LOT 313**  
**AND PART OF LOTS**  
**312, 315, 316 & 317**  
**CORPORATION PLAN No. 4**  
 IN THE  
**TOWN OF GRIMSBY**  
 REGIONAL MUNICIPALITY OF NIAGARA  
 SCALE 1:200  
 0 5 10 metres  
 NICHOLAS P. MUTH O.L.S.

REGISTRY ACT SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1				117.17 m <sup>2</sup>
2				109.19 m <sup>2</sup>
3	LOT 313	CORPORATION PLAN No. 4	46024-0027 (R)	7.51 m <sup>2</sup>
4				29.99 m <sup>2</sup>
5				36.49 m <sup>2</sup>

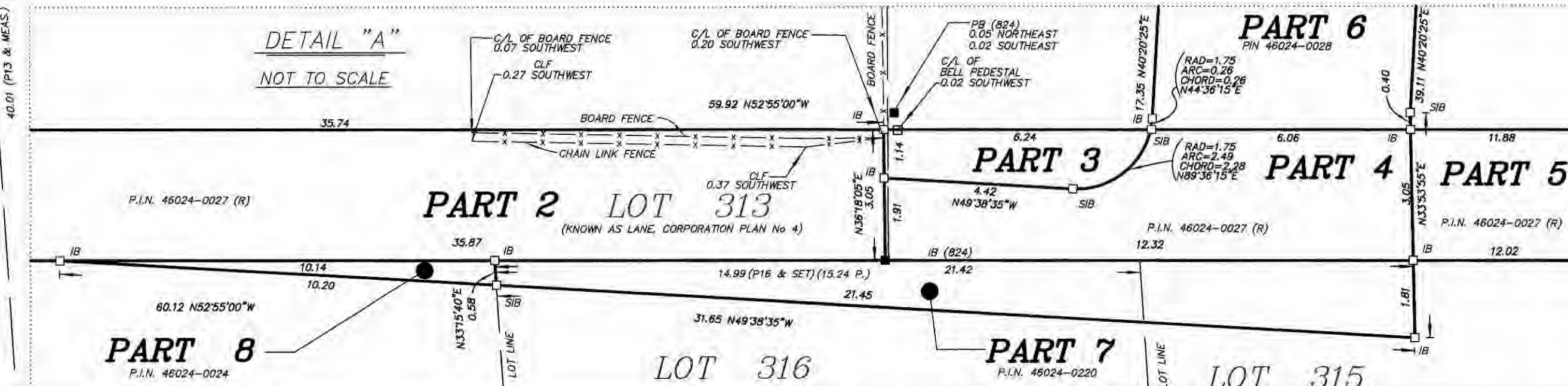
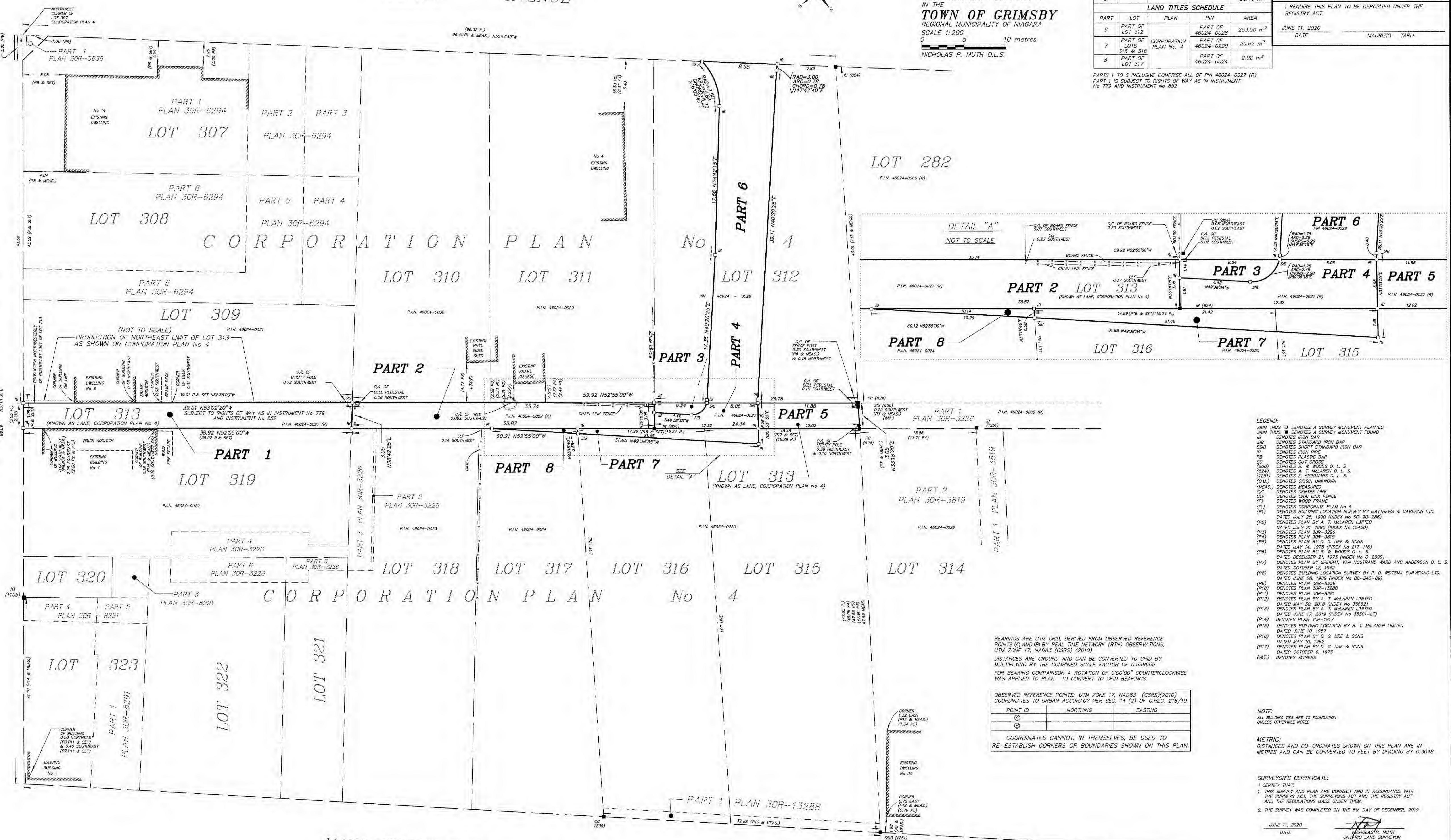
  

LAND TITLES SCHEDULE				
PART	LOT	PLAN	PIN	AREA
6	PART OF LOT 312		PART OF 46024-0028	253.50 m <sup>2</sup>
7	PART OF LOTS 315 & 316	CORPORATION PLAN No. 4	PART OF 46024-0220	25.62 m <sup>2</sup>
8	PART OF LOT 317		PART OF 46024-0024	2.92 m <sup>2</sup>

**PLAN 30R-**  
 RECEIVED AND DEPOSITED:  
 DATE \_\_\_\_\_ REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES & REGISTRY DIVISION OF NIAGARA NORTH (No. 30)  
 I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.  
 JUNE 11, 2020 DATE MAURIZIO TARLI

PARTS 1 TO 5 INCLUSIVE COMPRISE ALL OF PIN 46024-0027 (R)  
 PART 1 IS SUBJECT TO RIGHTS OF WAY AS IN INSTRUMENT No 779 AND INSTRUMENT No 852

FORMERLY DEPOT STREET AS SHOWN ON CORPORATION PLAN No 4  
 ONTARIO STREET  
 (NAME CHANGED BY-LAW No 1610, REGISTERED AS INSTRUMENT No 60812301, NOVEMBER 25 1990)  
 (P.L.N. 46024-0001)  
 (P.L.N. 46024-0002)  
 (P.L.N. 46024-0003)  
 (P.L.N. 46024-0004)  
 (P.L.N. 46024-0005)  
 (P.L.N. 46024-0006)  
 (P.L.N. 46024-0007)  
 (P.L.N. 46024-0008)  
 (P.L.N. 46024-0009)  
 (P.L.N. 46024-0010)  
 (P.L.N. 46024-0011)  
 (P.L.N. 46024-0012)  
 (P.L.N. 46024-0013)  
 (P.L.N. 46024-0014)  
 (P.L.N. 46024-0015)  
 (P.L.N. 46024-0016)  
 (P.L.N. 46024-0017)  
 (P.L.N. 46024-0018)  
 (P.L.N. 46024-0019)  
 (P.L.N. 46024-0020)



- LEGEND:**
- IRON THIS □ DENOTES A SURVEY MONUMENT PLANTED
  - IB DENOTES A SURVEY MONUMENT FOUND
  - SIB DENOTES IRON BAR
  - SSIB DENOTES STANDARD IRON BAR
  - SSSIB DENOTES SHORT STANDARD IRON BAR
  - IBP DENOTES IRON PIPE
  - PB DENOTES PLASTIC BAR
  - CC DENOTES CUT CROSS
  - (R20) DENOTES S. W. WOODS O. L. S.
  - (824) DENOTES A. T. McLAREN O. L. S.
  - (1251) DENOTES E. EICHMANN O. L. S.
  - (O.L.) DENOTES ORIGIN UNKNOWN
  - (MEAS.) DENOTES MEASURED
  - C.A. DENOTES CENTRE LINE
  - CLF DENOTES CHAIN LINK FENCE
  - (P) DENOTES WOOD FRAME
  - (P1) DENOTES CORPORATE PLAN No 4
  - (P2) DENOTES BUILDING LOCATION SURVEY BY MATTHEWS & CAMERON LTD. DATED JULY 26, 1990 (INDEX No SC-90-286)
  - (P3) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JULY 21, 1980 (INDEX No 15420)
  - (P4) DENOTES PLAN 30R-3226
  - (P5) DENOTES PLAN BY D. G. URE & SONS DATED MAY 14, 1978 (INDEX No 217-116)
  - (P6) DENOTES PLAN BY S. W. WOODS O. L. S. DATED DECEMBER 21, 1973 (INDEX No C-2990)
  - (P7) DENOTES PLAN BY SPEIGHT, VAN NOSTRAND WARD AND ANDERSON O. L. S. DATED OCTOBER 12, 1942
  - (P8) DENOTES BUILDING LOCATION SURVEY BY P. D. RETSMA SURVEYING LTD. DATED JUNE 28, 1989 (INDEX No 88-340-89)
  - (P9) DENOTES PLAN 30R-5636
  - (P10) DENOTES PLAN 30R-13288
  - (P11) DENOTES PLAN 30R-8291
  - (P12) DENOTES PLAN BY A. T. McLAREN LIMITED DATED MAY 30, 2018 (INDEX No 35692)
  - (P13) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JUNE 17, 2019 (INDEX No 35301-17)
  - (P14) DENOTES PLAN 30R-1817
  - (P15) DENOTES BUILDING LOCATION BY A. T. McLAREN LIMITED DATED JUNE 10, 1987
  - (P16) DENOTES PLAN BY D. G. URE & SONS DATED MAY 10, 1982
  - (P17) DENOTES PLAN BY D. G. URE & SONS DATED OCTOBER 9, 1973
  - (WT.) DENOTES WITNESS

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (P) AND (Q) BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999669  
 FOR BEARING COMPARISON A ROTATION OF 0°00'00" COUNTERCLOCKWISE WAS APPLIED TO PLAN TO CONVERT TO GRID BEARINGS.

OBSERVED REFERENCE POINTS: UTM ZONE 17, NAD83 (CSRS)(2010)  
 COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O. REG. 210/10

POINT ID	NORTHING	EASTING
(P)		
(Q)		

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

**NOTE:**  
 ALL BUILDING TIES ARE TO FOUNDATION UNLESS OTHERWISE NOTED

**METRIC:**  
 DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**SURVEYOR'S CERTIFICATE:**  
 I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE 6th DAY OF DECEMBER, 2019

JUNE 11, 2020 DATE  
 NICHOLAS P. MUTH O.L.S. ONTARIO LAND SURVEYOR

MAIN STREET EAST (REGIONAL ROAD No 81) PLAN 30R-1817



**Schedule D**  
**Amending By-laws**  
**(Proposed Official Plan Amendment and Zoning By-law Amendment)**

Attached.

## **Revised Site Specific Official Plan Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

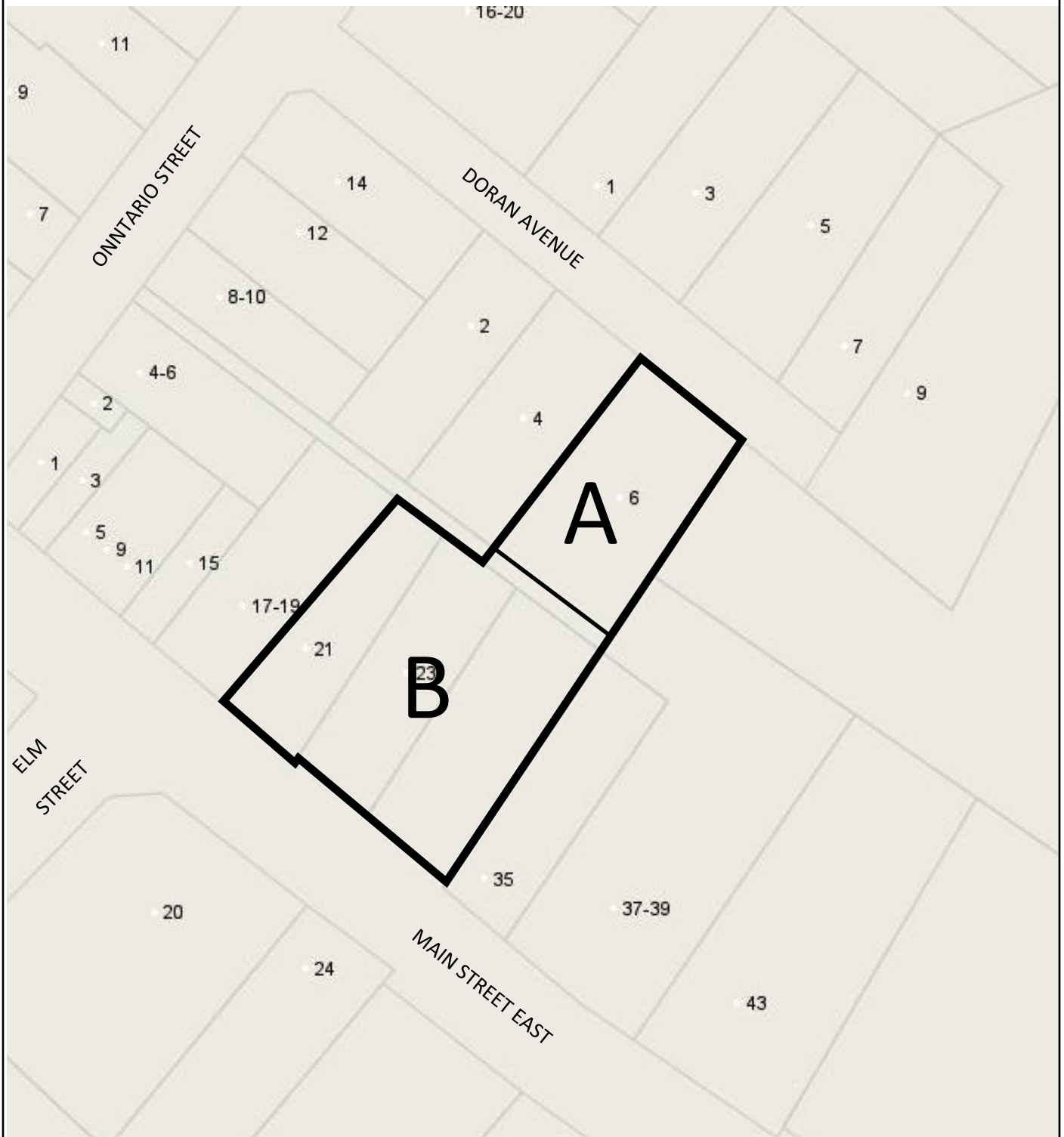
**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.



**SUBJECT LANDS – MODIFY EXISTING DMS ZONE**



THIS IS SCHEDULE "A" TO BY-LAW NO. 2020-XXX  
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FILE NUMBER

PAGE 2 OF 3

\_\_\_\_\_  
MAYOR

26Z-16-1710

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE TOWN OF GRIMSBY

SCALE

NOT TO SCALE

EDC\_LAW 2239230\1



**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height:               <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension:               <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>

THE TOWN OF GRIMSBY  
Applicant

-and- HOMES BY DESANTIS (DOWNTOWN) INC. et al.  
Respondents

Court File No. CV-19-00059212-0000

HOMES BY DESANTIS (DOWNTOWN INC.)  
and-  
Applicant by Counter-Application

- THE TOWN OF GRIMSBY et al.

Respondents by Counter-Application

Court File No. CV-19-00059218-00

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**ORDER**

---

**GOWLING WLG (CANADA) LLP**

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Lawyers for the Applicant/Respondent in Counter-  
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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
ST. CATHARINES

---

**MINUTES OF SETTLEMENT**

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Lawyers for the Applicant/Respondent in Counter-  
Application

File Number: K0561387.1

**Schedule E  
Offer to Settle**

Attached.

Intentionally Deleted



**Schedule F**  
**Form of Option Agreement**

Attached.

## OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2020

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF GRIMSBY**

(hereinafter referred to as the “**Optionee**”)

-and-

**HOMES BY DESANTIS (DOWNTOWN) INC.**

(hereinafter referred to as the “**Optionor**”)

**IN CONSIDERATION** of the sum of \$1.00 now paid by the Optionee to the Optionor (the receipt and sufficiency of which is hereby acknowledged), the Optionor grants to the Optionee the irrevocable option to purchase the Property, upon the following terms and conditions:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings unless something in the subject matter or context is inconsistent therewith:
  - (a) “**Agreement of Purchase and Sale**” is defined in Section 4.
  - (b) “**Amending By-laws**” has the meaning given to it in the Master Settlement Agreement.
  - (c) “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the Town of Grimsby are not open for business during normal banking hours.
  - (d) “**Closing Date**” is defined in Section 4(a).
  - (e) “**Development**” has the meaning given to it in the Master Settlement Agreement.
  - (f) “**Master Settlement Agreement**” means the master settlement agreement dated June \_\_\_\_, 2020 between the Optionee and the Optionor, in respect of the Property and other adjoining lands.
  - (g) “**Option**” is defined in Section 3.
  - (h) “**Option Event**” means if any of the following shall occur:
    - (i) The Optionor shall have filed an application for draft plan amendment, and official plan amendment or zoning by-law amendment that is contrary to the Revised Scheme. For greater certainty, the making of minor changes to the Development that do not require a planning application shall not constitute an Option Event;
    - (ii) the Optionor does not submit an application for site plan approval for the Development within three (3) years following the date of any LPAT approval of the Amending By-laws; or
    - (iii) the Optionor does not obtain a building permit for the Development within three (3) years of the date of registration of the Site Plan Agreement.
  - (i) “**Option Notice**” is defined in Section 3(a).
  - (j) “**Option Price**” means One (\$1) Dollar.

- (k) “**Option Term**” is defined in Section 3.
  - (l) “**Property**” means the real property legally described in Exhibit 1 to this Agreement together with all buildings and/or other structures located thereon.
  - (m) “**Revised Scheme**” has the meaning given to it in the Master Settlement Agreement.
  - (n) “**Site Plan Agreement**” has the meaning given to it in the Master Settlement Agreement.
2. **Interpretation.** All capitalized terms used herein not otherwise defined herein shall have the meaning ascribed to them in the Master Settlement Agreement.
3. **Option.** During the twenty (20) year period commencing on the date of this Agreement (the “**Option Term**”) upon the occurrence of an Option Event, the Optionee shall have the irrevocable exclusive right and option (the “**Option**”) to purchase the Property for the Option Price, as follows:
- (a) Upon the occurrence of an Option Event, this Option may be exercised by the Optionee within one hundred and twenty (120) days following the occurrence of an Option Event by notice in writing from the Optionee to the Optionor (the “**Option Notice**”) advising the Optionor that the Optionee intends to purchase the Property. In the event this Option is not exercised in accordance with the provisions of this Section, this Option shall terminate and the Optionee shall have no further rights hereunder except those stated to survive termination.
  - (b) The Optionee and Optionor agree that all fixtures, buildings, improvements and additions of any kind located on the Property are included in the Option Price.
  - (c) Provided that this Option shall be effective to create an interest in the Property only if the provisions of the *Planning Act* (Ontario), if applicable, are complied with on or before the Closing Date by and at the cost of the Optionor.
4. **Agreement of Purchase and Sale.** In the event of and upon the exercise of the Option by the Optionee pursuant to the provisions of Section 3(a) herein, this Option shall then become a binding agreement of purchase and sale between the parties hereto, upon the following terms (“**Agreement of Purchase and Sale**”):
- (a) This Agreement of Purchase and Sale shall be completed on the sixtieth (60th) day next following the giving of the Option Notice pursuant to Section 3(a) above. In the event of the sixtieth (60th) day shall fall on a day that is a Saturday or Sunday, or other day on which the applicable Land Registry Office shall not open, then this Agreement of Purchase and Sale shall be completed on the day next following when the applicable Land Registry Office shall be open. Such day of completion shall be referred to herein as the “**Closing Date**”.
  - (b) The Optionee and all persons authorized by it shall have the right at all reasonable times during Business Hours to enter on the Property for the purposes of inspection, conducting soil tests and preparing surveys and plans only if accompanied by the Optionor or its chosen representative. In the event the Agreement of Purchase and Sale is not completed (other than as a result of the Optionor’s breach) the Optionee shall at its sole cost and expense restore the Property to its condition existing prior to such inspection or soil tests being carried out. This obligation shall survive termination of this Agreement of Purchase and Sale.
  - (c) The Optionor hereby represents and warrants to the Optionee as follows (the same to be true on the Closing Date):
    - (i) the Optionor has full and absolute right and power to convey and transfer to the Optionee good and marketable title to the Property free of any lien, charge or encumbrance other than the following (the “**Permitted Liens**”)
      - 1) any lien, charge or encumbrance affecting the Property on the date hereof, 2) the Remnant Parcel Easement and Access Easement (each as

defined in the Master Settlement Agreement) and 3) any lien, charge or encumbrance in favour of the Optionee;

- (ii) this Option shall have priority to any rights of all or any part of the Property other than the Permitted Liens;
  - (iii) the Optionor is the registered legal owner of the Property and it has not granted to any other person, firm or corporation any right whatsoever to purchase the Property;
  - (iv) the Optionor has not, since the date of registration of the order vesting title to the Property in the Optionor's name received any notices to the effect that
    - (A) any operations or assets on the Property are not in full compliance with all the requirements of applicable federal, provincial or local environmental, health and safety statutes and regulations, are the subject or any federal or provincial remedial or control action or order, or any investigation or evaluation as to whether any remedial action is needed to respond to a release or threatened release of any contaminant into the environment or any facility or structure; or
    - (B) there are any toxic substances, hazardous substances or contaminants stored on the Property over and above Ministry of Environment and Climate Change Strategy guidelines or that there has been any release, spills or discharges of any contaminants or toxic or hazardous substances into the environment or into any facility or structure which after the giving of notice or the lapse of time would give rise to any actions, claims, suits, orders or judgments relating to a violation of environmental requirements; and
  - (v) the Optionor has not used the Property as a land fill or waste disposal site.
- (d) During the period after the giving of the Option Notice pursuant to Section 3(a) hereof and until the Closing Date, the Optionee may conduct such searches, investigations and inquiries (and in that regard the Optionor shall use commercially reasonable efforts to cooperate) at its expense and the Optionee shall not be obligated to complete the purchase herein provided for unless on or before the Closing Date each of the following conditions shall be satisfied, provided such conditions may be waived in whole or part by the Optionee in its sole discretion:
- (i) the Optionee is satisfied in its sole and absolute discretion with the condition of the Property; and
  - (ii) the representations and warranties of the Optionor in Section 4(b) remain true and accurate.

5. **Covenants.** The Optionor covenants and agrees with the Optionee as follows:

- (a) In addition to the documentation referred to in this Agreement of Purchase and Sale, to provide the following documents on the Closing Date:
  - (i) Transfer/Deed of Land;
  - (ii) A bring down certificate certifying the Optionor has satisfied all its covenants herein and the Optionor's representations and warranties specified in Section 4(b) above remain true and accurate on the Closing Date; and
  - (iii) Such further and other documents, certificates, assignments, agreements as are reasonably requested by the Optionee or its solicitors.

- (b) To provide the Optionee with vacant possession of the Property on the Closing Date.
  - (c) To provide the Optionee on the Closing Date evidence in a form satisfactory to the Optionee that on the Closing Date that Optionor is the beneficial owner of the Property and is a resident of Canada for purposes of determining its liability for tax pursuant to the *Income Tax Act* (Canada). The Optionor shall also provide satisfactory evidence on the Closing Date of compliance with the provisions of the *Family Law Act* (Ontario).
  - (d) The Optionor shall discharge at its own expense all liens, charges and encumbrances affecting the Property other than Permitted Liens on or before Closing. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company is not available in registrable form on Closing, the Optionee agrees to accept Optionor's lawyer's personal undertaking to obtain, out of the Closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after Closing, provided that on or before Closing the Optionor shall provide to the Optionee a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Optionor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on Closing.
  - (e) The Optionor shall provide written notice to the Optionee immediately upon the occurrence of an Option Event.
6. **Optionee Closing Documents.** The Optionee shall deliver to the Optionor such documents, certificates, assignments, agreements as are reasonably requested by the Optionor or its solicitors
7. **Tax.** Optionee shall be credited toward the Option Price with the amount, if any, which it shall be necessary for the Optionee to pay the Receiver General of Canada in order to satisfy Optionee's liability in respect of tax payable by the Optionor under the non-residency provisions of the *Income Tax Act* (Canada) by reason of sale. Optionee shall not claim such credit if the Optionor delivers on the Closing Date, a certificate of an officer of the Optionor that it is not, as of the Closing Date, a non-resident of Canada. The affidavits required under the *Land Transfer Tax Act* shall be prepared by the Optionee.
8. **HST.** The Optionee agrees to self-assess, be liable for and remit to the appropriate governmental entity all sales taxes including HST payable in connection with its purchase of the Property, and to indemnify the Optionor for any amounts for which the Optionor may become liable as a result of any failure by the Optionee to pay the sales taxes payable in respect of the sale of the Property under Part IX of the Excise Tax Act (Canada). If the Optionee delivers to the Optionor a declaration and indemnity as follows, then the Optionee will not be required to pay to the Optionor, and the Optionor will not be required to collect from the Optionee, harmonized sales tax in respect of the Property: a declaration and indemnity in which the Optionee (i) declares the accuracy, as at the Closing Date, of the representations and warranties above and states its registration number for purposes of sales taxes, (ii) declares that the Property is being purchased by the Optionee as principal for its own account and is not being purchased by the Optionee as an agent, trustee, or otherwise on behalf of or for another person, (iii) agrees to self-assess, be liable for and remit to the appropriate governmental entity all sales taxes payable in connection with its purchase of the Property, and (iv) agrees to indemnify the Optionor for any amounts for which the Optionor may become liable as a result of any failure by the Optionee to pay the sales taxes payable in respect of the sale of the Land under Part IX of the Excise Tax Act (Canada). If the Optionee does not deliver the declaration and indemnity, then without limiting the generality of the foregoing in this paragraph the Optionee shall pay to the Optionor an amount equal to the sales taxes payable on the purchase price on Closing.
9. **Adjustments.** There shall be no closing adjustments to the Option Price.



10. **Title.** The Optionee shall be allowed up to and including the 10<sup>th</sup> day prior to the Closing Date to examine the title to the Property at its own expense to satisfy itself, that there are no outstanding work orders affecting the Property, that its present use may be lawfully continued. If within the time allowed for examining the title any valid objection to title is made in writing to the Optionor, and which the Optionor is unable to remove, remedy or satisfy and which the Optionee will not waive, this Agreement of Purchase and Sale, notwithstanding any intermediate action, or negotiations in respect of such objections, shall be at an end and neither party shall have any further rights or obligations hereunder except those stated to survive termination. Save as to any objection made within such time, and any objection going to the root of title the Optionee shall be conclusively deemed to have accepted the Optionor's title to the Property. Optionor hereby consents to the municipality releasing to Optionee details of all outstanding work orders or deficiency notices affecting the Property, and Optionor agrees to execute and deliver to Optionee or his solicitor such further authorizations in this regard as Optionee may reasonably require provided that the same shall not permit or authorize inspections.

11. **Closing Arrangements.**

(a) Where each of the Optionee and the Optionor retain a lawyer to complete the Transaction herein contemplated, and where the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario), and any amendments thereto, the Optionee and Optionor acknowledge and agree that the delivery of documents and the release thereof to the Optionee and the Optionor, may, at the lawyers' discretion:

(i) not occur contemporaneously with the registration of the transfer/deed (and other registrable documentation), and

(ii) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms in a written agreement between the lawyers in the form published by the Law Society of Ontario.

(b) Except as otherwise expressly provided in this Agreement, all closing documents to be executed and delivered to the Parties under this Agreement will be in form and substance satisfactory to the Parties and their respective lawyers, in each case, acting reasonably and in good faith. Each of the Parties will deliver draft documentation to the other Party not less than 5 Business Days before Closing.

12. **Damage.** The Property and all other things being purchased shall be and remain until the Closing Date at the risk of the Optionor. Optionor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of damage. In the event of damage prior to closing, Optionee may either terminate this Agreement of Purchase and Sale or else take the proceeds of any insurance and complete the transaction.

13. **Notices.** Any notice required or permitted under this Agreement (a "Notice") will be in writing and may be delivered in person, by courier to the applicable party, as follows:

(a) to the Optionee, at:

The Corporation of the Town of Grimsby  
160 Livingston Avenue, P.O. Box 159,  
Grimsby, ON,  
L3M 4G3

**Attention:** Town Clerk

(b) to the Optionor, at:

461 Green Road, Unit 10,  
Stoney Creek, ON  
L8E 5B4

**Attention:** Gabriel DeSantis, President

or to any other address, fax number or individual that a party designates. Any Notice under this Agreement if delivered personally or by courier will be deemed to have been given when actually received.

14. **Registration.** The Optionee may (and the Optionor hereby authorizes and directs the Optionee and the Optionee's solicitors to) register this Agreement in this form, or in the form of a notice of option, on the title to the Property. If the Optionee does not exercise the Option pursuant to the terms thereof, or if the Optionee does exercise the Option but the Agreement of Purchase and Sale is not completed other than as a result of the default of the Optionor, the Optionee agrees to expeditiously execute such documents as the Optionor may reasonably require in order to have such notice deleted from title to the Property at such time without additional compensation to the Optionee except that Optionor shall reimburse Optionee for Optionee's reasonable legal expenses with respect thereto. This provision shall survive termination of this Agreement.

15. **Miscellaneous**

- (a) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing, and this Agreement constitutes the entire agreement between the parties and may not be modified except as expressly agreed to by the parties in writing.
- (b) Any tender of documents or money hereunder may be made upon the Optionee or Optionor or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a certified cheque be tendered instead of cash.
- (c) The Optionee and the Optionor will each be responsible for the costs of their respective lawyers. The Optionee will be responsible for and pay all land transfer taxes payable on the transfer of the Property to the Optionee, all registration fees payable in connection with the registration of the Transfer or other documents or instruments, and all taxes payable by a buyer in connection with the transfer of the Property to the Optionee. The Optionee will be responsible for any title insurance and title endorsements obtained in connection with the transaction.
- (d) This Agreement shall be read with all changes of gender or number required by the context. In the event of conflict between any provision written or typed in this Agreement, or in the schedules attached hereto, and any provision in the printed portion hereof, the written or typed provision, or the schedule provision, shall supersede the printed provisions to the extent of such conflict.

16. **Interpretation.**

- (a) Unless otherwise specified, references to time of day or date mean the local time or date in the Town of Grimsby, in the Province of Ontario.
- (b) Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made, or action is to be taken, on the next Business Day.

17. **General.**

- (a) **Time of Essence.** Time is of the essence in all respects of this Agreement.
- (b) **Severability.** Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

- (i) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or
  - (ii) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.
- (c) Conduct of Parties. All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement and any other agreement or agreements and other documents to be delivered under this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule or an Exhibit requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required will be conclusively deemed to have withheld its consent or approval.
- (d) Amendment and Waiver. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
- (e) Further Assurances. The Optionor and the Optionee and each of them shall and will at all times and from time to time hereafter and upon every reasonable written request so to do, make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.
- (f) Counterparts and Electronic Delivery. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- (g) Electronic Delivery. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.
- (h) Governing Law. The Parties agree that the provisions hereof shall be construed in accordance with the laws of the Province of Ontario and that if any provision of this Agreement is invalid or unenforceable by rule of law or public policy, that provision shall be severed from and be deemed never to have formed part of this Agreement and all other provisions hereof shall not be affected thereby but shall remain in full force and effect.
- (i) Successors and Assigns. This Agreement and everything herein contained shall enure to the benefit of the Optionee and its successors and assigns and shall be binding upon the Optionor and its successors and permitted assigns. The Optionor may not assign this Agreement without the prior written approval of the Optionee, which consent is at the sole discretion of the Optionee.
- (j) Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver of such provision unless otherwise expressly provided. No waiver of a breach of a provision of this Agreement shall constitute a waiver of any subsequent breach of such provision. The failure of a party to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The failure of the Optionee to exercise the Option upon an occurrence of an Option Event shall in no way affect

the right of the Optionee to exercise the Option upon the occurrence of an Option Event at any time thereafter.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have executed this Agreement as of the date mentioned above.

**THE CORPORATION OF THE TOWN OF GRIMSBY**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**HOMES BY DESANTIS (DOWNTOWN) INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.



**EXHIBIT 1**

**Description of Property**

Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 3, 4, and 5, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R).

**Schedule G**  
**Form of Access Easement Agreement**

Attached.

## SCHEDULE EASEMENT IN GROSS

Homes by DeSantis (Downtown) Inc. (the “**Transferor**”) grants, conveys and transfers to the Corporation of the Town of Grimsby (the “**Transferee**”), its successors and permitted assigns, subject to all the terms and conditions hereinafter contained, a non-exclusive surface easement in gross for access over, along, across and upon the lands hereinbefore described, being Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 4, 6, and 7, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (hereinafter called "the said lands").

Together with the right to the Transferee, its servants, agents, contractors and sub-contractors and the public at large, to enter on and to pass and repass at any and all times from the date of acceptance of this easement, in, over, along and upon the said lands of the Transferor for the passage of persons, animals and vehicles at all times by day or by night for access for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted.

The aforementioned rights and easement are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee.

1. The Transferor shall be responsible for any damage to the property of the Transferee on the said lands, caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.
2. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee or its successors and permitted assigns.
3. The Transferor shall maintain and repair the surface of the said lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the said lands.
4. The Transferor shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said lands or install any obstruction of any nature or kind without the prior written consent of the Transferee, save and except as already exist on the said lands on the date hereof, and except that otherwise the Transferor shall have the right fully to use and enjoy the said lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee.
5. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Transferor and the successors and permitted assigns of the Transferee (but shall not be appurtenant to or for the benefit of any land of the Transferee or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if

the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

6. The Transferor covenants not to grant any easement, license, lease or other right on, over or under the said lands to any person, public utility or municipal body which prevents the exercise of this easement by the Transferee without the prior written consent of the Transferee.

**Schedule H**  
**Form of Alignment Easement Agreement**

Attached.

## **SCHEDULE EASEMENT IN GROSS**

Homes by DeSantis (Downtown) Inc. (the “**Transferor**”) grants, conveys and transfers to the Corporation of the Town of Grimsby (the “**Transferee**”), its successors and permitted assigns, subject to all the terms and conditions hereinafter contained, a non-exclusive easement in gross for access over, along, across and upon the lands hereinbefore described, being Part of Lot 313 CP PL 4 Grimsby Lane, Grimsby, being Parts 8 and 9, on Plan 30R - \_\_\_\_\_ Town of Grimsby, in the Regional Municipality of Niagara, being Part of PIN 46024-0027 (R) (hereinafter called "the said lands"), and for the installation, repair, maintenance, replacement, operation, and access to municipal services and public utilities, including all appurtenances necessary or incidental thereto, in, under, along, across and within the said lands.

Together with the right to the Transferee, its servants, agents, contractors and sub-contractors and the public at large, to enter on and to pass and repass at any and all times from the date of acceptance of this easement, in, over, along and upon the said lands of the Transferor for the passage of persons, animals and vehicles at all times by day or by night for access for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted.

The aforementioned rights and easement are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee.

1. The Transferor shall be responsible for any damage to the property of the Transferee on the said lands, caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.
2. Notwithstanding any rule of law or equity, all equipment and appurtenances brought onto the said lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee or its successors and permitted assigns.
3. The Transferor shall maintain and repair the surface of the said lands in substantially the condition thereof on the date hereof but has no obligation to maintain and/or repair any municipal services or public utilities in, on, over or under the said lands.
4. The Transferor shall not interfere with the easement, nor block public access thereto, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over or through the said lands or install any obstruction of any nature or kind without the prior written consent of the Transferee, save and except as already exist on the said lands on the date hereof, and except that otherwise the Transferor shall have the right fully to use and enjoy the said lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee.
5. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Transferor and the successors and permitted assigns of the Transferee (but shall not be appurtenant to or for the benefit of any land of the Transferee or any other land), respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine



or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. The Town shall not assign this easement.

6. The Transferor covenants not to grant any easement, license, lease or other right on, over or under the said lands to any person, public utility or municipal body which prevents the exercise of this easement by the Transferee without the prior written consent of the Transferee.

**Schedule I  
LPAT Minutes of Settlement**

Attached.

**PROCEEDING COMMENDED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant/Appellant:	Homes by DeSantis (Downtown) Inc.
Subject:	Request to amend the Official Plan – Failure of the Town of Grimsby to adopt the requested amendment
Existing Designation:	Downtown Main Street
Proposed Designation:	Site specific exception
Purpose:	To permit the development of a four storey mixed-use building
Property Address/Description:	21, 23 Main Street East and 6 Doran Avenue
Municipality:	Town of Grimsby
Approval Authority File No.:	26OP-16-1703
LPAT Case No.:	PL190004
LPAT File No.:	PL190004
LPAT Case Name:	Homes by DeSantis (Downtown) Inc. v. Grimsby (Town)

**PROCEEDING COMMENDED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant/Appellant:	Homes by DeSantis (Downtown) Inc.
Subject:	Request to amend Zoning By-law No. 14-45 – Refusal or neglect of the Town of Grimsby to make a decision
Existing Zoning:	Downtown Main Street (DMS) Zone
Proposed Zoning:	Site Specific Downtown Main Street (DMS) Zone
Purpose:	To permit the development of a four storey mixed-use building
Property Address/Description:	21, 23 Main Street East and 6 Doran Avenue
Municipality:	Town of Grimsby
Municipality File No.:	26Z-16-1710
LPAT Case No.:	PL190004
LPAT File No.:	PL190005
LPAT Case Name:	Homes by DeSantis (Downtown) Inc. v. Grimsby (Town)

## **MINUTES OF SETTLEMENT** (this “**Agreement**”)

WHEREAS the Corporation of the Town of Grimsby (the “**Town**”) commenced Application No. CV-19-00059212-0000 (the “**Town Application**”), including for an Order

vesting any and all right, title, estate and interest in the lands identified in the Land Registry System as Registry PIN 46024-0027 (R) and further described as Lot 313 CP PL 4 Grimsby Lane, Grimsby, and identified as Parts 1, 2, 3, 4, and 5 on the draft reference plan (the “**Draft Reference Plan**”) attached as **Schedule “A”** (collectively, the “**Laneway**”);

AND WHEREAS Homes by DeSantis (Downtown) Inc. (“**DeSantis**”) is the owner of lands known municipally as 21, 23 Main Street East and 6 Doran Avenue and legally described as Firstly, LT 317 CP PL 4 GRIMSBY; GRIMSBY being all of PIN 46024-0024(LT); Secondly, LT 315-316 CP PL 4 GRIMSBY, EXCEPT PT 1, 30R13288; GRIMSBY, being all of PIN 46024-0220(LT); and Thirdly, LT 312 CP PL 4 GRIMSBY; GRIMSBY, being all of PIN 46024-0028(LT) (collectively, the “**DeSantis Property**”). DeSantis commenced Application No. CV-19-00059218-0000 (the “**DeSantis Application**”), including for a Declaration that DeSantis is the absolute owner of the portion of the Laneway bisecting the DeSantis Property identified as Parts 3, 4, and 5 on the Draft Reference Plan (the “**Remnant Parcel**”);

AND WHEREAS the Ontario Superior Court of Justice by its Order dated December 19, 2019 consolidated the Town Application and the DeSantis Application into one proceeding, with the Town as the Applicant, with DeSantis, as the Respondent in the Application and the Applicant in the Counter-Application, and with Irene (Fox) Brons and Alvin Melville as Respondents in the Application and in the Counter-Application (the “**Consolidated Proceeding**”);

AND WHEREAS the Town is a party to Appeals to the Local Planning Appeal Tribunal (“**LPAT**”) brought by DeSantis with respect to the Town’s non-decisions regarding DeSantis’ applications for an Official Plan Amendment and Zoning By-law Amendment to permit a 4 storey mixed-use development for the DeSantis Property, amended as of May 4, 2018 (collectively, the “**Development Application**”) (LPAT Case No. PL190004) (the “**LPAT Appeal**”);

AND WHEREAS DeSantis has amended the development proposal that is the subject of the Development Application, as set out in the drawings in **Schedule “B”** (collectively, the “**Revised Scheme**”), to seek approval of revised proposed forms of the Official Plan Amendment and Zoning By-law Amendment in the forms set out in **Schedule “C”** (the “**Amending By-laws**”) for purposes of a development on the Property and the Remnant Parcel substantially in accordance with the Revised Scheme (the “**Development**”) in order to address concerns raised by Town Staff and the Town’s Planning consultant Allan Ramsay;

AND WHEREAS the Town’s planning consultant Allan Ramsay has opined that subject to the vesting of the Remnant Parcel in DeSantis, the merger of the Remnant Parcel with the DeSantis Property, and the granting by DeSantis to the Town of various easements, the Revised Scheme and the Development represent good planning in the public interest. A copy of Mr. Ramsay’s planning report dated September 28, 2020 is attached as **Schedule “D”**;

AND WHEREAS the Remnant Parcel is required for the Development;

AND WHEREAS DeSantis and the Town have resolved the Consolidated Proceeding in accordance with terms of Minutes of Settlement entered into by the parties on the date hereof whereby the Town and DeSantis will seek, on consent, an order of Ontario Superior Court disposing of the Consolidated Proceeding (the “**Main Order**”) and orders of the Superior Court which will vest title to the Remnant Parcel in DeSantis subject to an easement in favour of the Town, and vest title to Parts 1 and 2 on the Draft Reference Plan in the Town (the “**Vesting Orders**”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, and DeSantis, (collectively, the “**Parties**”) by their respective legal counsel, wish to settle the LPAT Appeal as follows:

1. Following the registration of the Vesting Orders with the Land Registry Office:
  - a. The Parties shall jointly notify the LPAT of the settlement of the LPAT Appeal between the Parties and file a copy of this Agreement with the LPAT;
  - b. The Parties shall jointly request that the LPAT approve the Amending By-laws; and
  - c. The Parties shall bear their own costs in connection with the LPAT Appeal and shall not make requests to the LPAT for costs in connection with the LPAT Appeal.
2. The Parties agree that this Agreement was to be conditional upon the Town obtaining Town Council approval, in its sole and unfettered discretion, and was



not to be legally binding on the Town unless and until a by-law or resolution was passed confirming or approving this Agreement. If a Town by-law or resolution confirming or approving this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual agreement, to become null and void and neither party was to have any claim against the other with respect to this Agreement. A resolution approving this Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving this Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

3. The Parties further agree that this Agreement is conditional upon the Parties obtaining the Main Order and the Vesting Orders from the Ontario Superior Court of Justice, and registering the Vesting Orders at the Land Registry Office. If the Main Order and the Vesting Orders are not obtained, and the registration of the Vesting Orders does not occur, on or before June 1, 2021, this Agreement shall, unless extended by mutual agreement, become null and void and neither party shall have any claim against the other with respect to this Agreement.
4. The Parties agree that this Agreement was to be conditional upon a Town by-law or resolution confirming or approving the master settlement agreement entered into between DeSantis and the Town on the date hereof (the “**Master Settlement Agreement**”), and all agreements to be entered into pursuant thereto other than this Agreement, being obtained. If a Town by-law or resolution confirming or

approving the Master Settlement Agreement and all other agreements to be entered into pursuant thereto other than this Agreement was not obtained on or before August 31, 2020, this Agreement was, unless extended by mutual consent, to become null and void and neither party was to have any claim against the other with respect to this Agreement. A resolution approving the Master Settlement Agreement was passed by Town Council on September 15, 2020. This resolution directed the extension of the date for the Town to pass a by-law or resolution confirming or approving the Master Settlement Agreement from August 31, 2020 to October 30, 2020, and DeSantis and the Town have mutually agreed to this extension. As a result, the preceding condition in this paragraph has been satisfied and no longer applies.

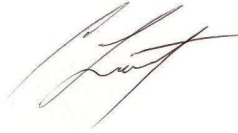
5. Should this Agreement become null and void, pursuant to paragraph 3, the contents of this Agreement and the fact that the parties entered into the Agreement will be deemed to have been made without prejudice to the position of either party for the purpose of any proceeding before the Superior Court of Justice, or the LPAT or other body of competent jurisdiction.
6. The Parties acknowledge that as a result of the COVID-19 outbreak, the availability of the LPAT may be impacted. The Parties agree, acting reasonably that they will take the necessary steps in good faith to implement in a timely fashion the terms of this Agreement.

7. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.
  
8. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. This Agreement may be executed either in original or faxed form or electronic PDF, and the parties adopt any signature received by receiving fax machine or PDF as original signatures of the parties.

(The remainder of this page is intentionally blank.)

DATED October 29, 2020

**HOMES BY DESANTIS (DOWNTOWN) INC.**  
By their Solicitors, Stikeman Elliott LLP



Per: \_\_\_\_\_  
Calvin Lantz

DATED October \_\_\_\_\_, 2020

**THE CORPORATION OF THE TOWN OF  
GRIMSBY**  
By their Solicitors, Gowling WLG (Canada)  
LLP

Per: \_\_\_\_\_  
John S. Doherty

DATED October \_\_\_\_\_, 2020

**HOMES BY DESANTIS (DOWNTOWN)  
INC.**

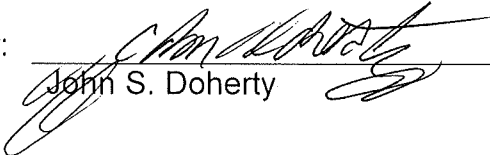
By their Solicitors, Stikeman Elliott LLP

Per: \_\_\_\_\_  
Calvin Lantz

DATED October 23, 2020

**THE CORPORATION OF THE TOWN  
OF GRIMSBY**

By their Solicitors, Gowling WLG (Canada)  
LLP

Per: \_\_\_\_\_  
John S. Doherty 

**Schedule A**  
**Draft Reference Plan**

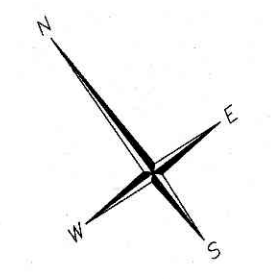
Attached.



ONTARIO STREET (FORMERLY DEPUTY STREET AS SHOWN ON CORPORATION PLAN No. 4)  
(NAME CHANGED BY-LAW No 1610, REGISTERED AS INSTRUMENT No R671251, NOVEMBER 25 1980)

DORAN AVENUE

PLAN OF SURVEY OF  
**LOT 313  
AND PART OF LOTS  
312, 315, 316 & 317**  
CORPORATION PLAN No. 4  
IN THE  
**TOWN OF GRIMSBY**  
REGIONAL MUNICIPALITY OF NIAGARA  
SCALE 1:200  
NICHOLAS P. MUTH O.L.S.



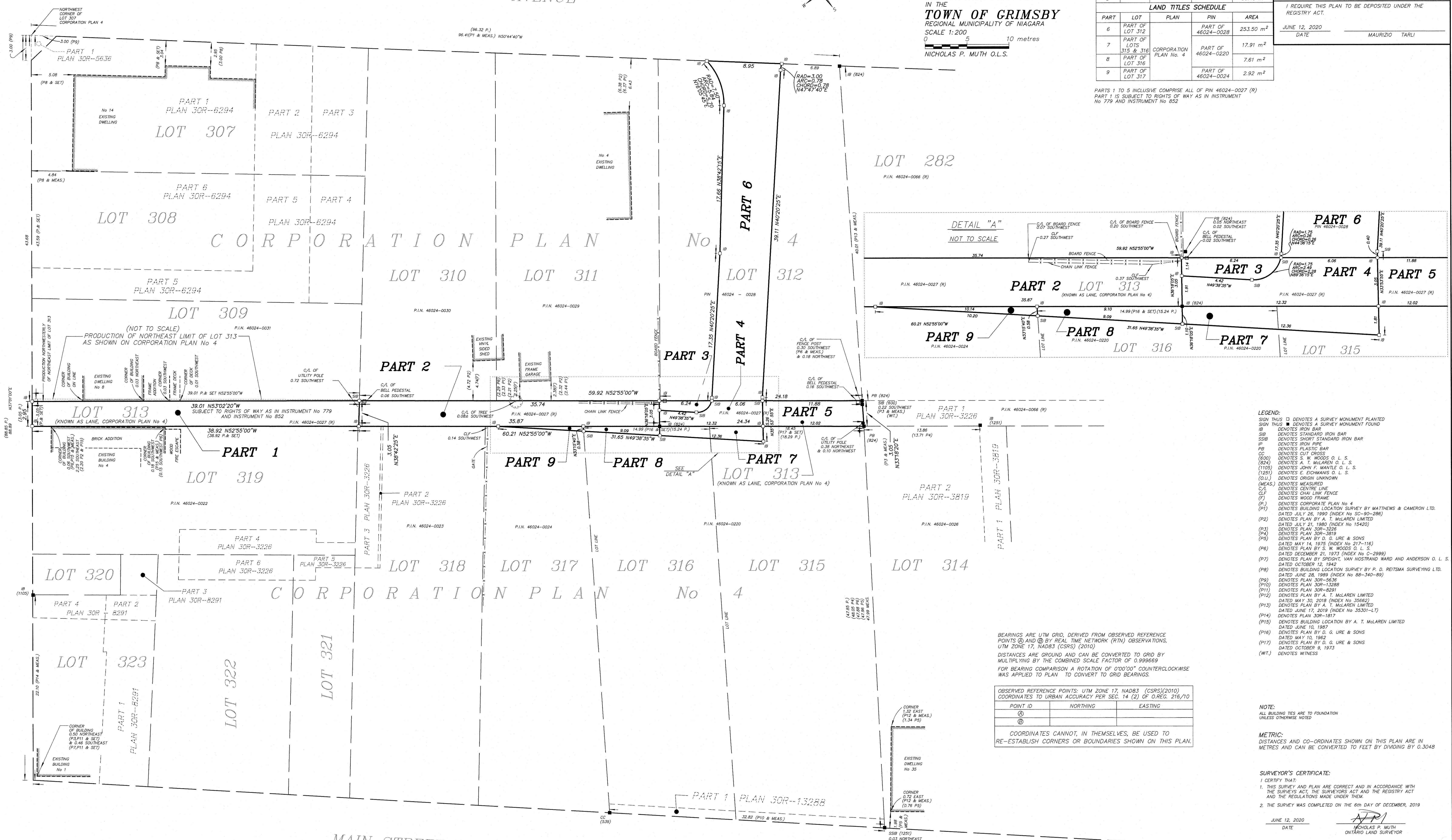
REGISTRY ACT SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1				117.17 m <sup>2</sup>
2				109.19 m <sup>2</sup>
3	LOT 313	CORPORATION PLAN No. 4	46024-0027 (R)	7.51 m <sup>2</sup>
4				29.99 m <sup>2</sup>
5				36.49 m <sup>2</sup>
LAND TITLES SCHEDULE				
PART	LOT	PLAN	PIN	AREA
6	PART OF LOT 312		PART OF 46024-0028	253.50 m <sup>2</sup>
7	PART OF LOTS 315 & 316		PART OF 46024-0220	17.91 m <sup>2</sup>
8	PART OF LOT 316			7.61 m <sup>2</sup>
9	PART OF LOT 317		PART OF 46024-0024	2.92 m <sup>2</sup>

**PLAN 30R-**  
RECEIVED AND DEPOSITED:

DATE: JUNE 12, 2020  
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES & REGISTRY DIVISION OF NIAGARA NORTH (No. 30): MAURIZIO TARLI

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

PARTS 1 TO 5 INCLUSIVE COMPRISE ALL OF PIN 46024-0027 (R)  
PART 1 IS SUBJECT TO RIGHTS OF WAY AS IN INSTRUMENT No 779 AND INSTRUMENT No 852



**LEGEND:**

- SIGN THIS □ DENOTES A SURVEY MONUMENT PLANTED
- SIGN TRUS ■ DENOTES A SURVEY MONUMENT FOUND
- SB DENOTES IRON BAR
- SB DENOTES STANDARD IRON BAR
- SB DENOTES SHORT STANDARD IRON BAR
- IP DENOTES IRON PIPE
- PP DENOTES PLASTIC BAR
- CC DENOTES CUT CROSS
- (C00) DENOTES S. W. WOODS O. L. S.
- (R24) DENOTES A. T. McLAREN O. L. S.
- (1105) DENOTES JOHN F. MANTLE O. L. S.
- (1251) DENOTES E. EICHMANN O. L. S.
- (O.U.) DENOTES ORIGIN UNKNOWN
- (MEAS.) DENOTES MEASURED
- C/L DENOTES CENTRE LINE
- CLF DENOTES CHAIN LINK FENCE
- WDF DENOTES WOOD FRAME
- (P1) DENOTES CORPORATE PLAN No. 4
- (P1) DENOTES BUILDING LOCATION SURVEY BY MATTHEWS & CAMERON LTD. DATED JULY 26, 1990 (INDEX No. 30-90-286)
- (P2) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JULY 21, 1980 (INDEX No. 15420)
- (P3) DENOTES PLAN 30R-3226
- (P4) DENOTES PLAN BY D. G. URE & SONS DATED MAY 14, 1975 (INDEX No. 217-116)
- (P5) DENOTES PLAN BY S. W. WOODS O. L. S. DATED DECEMBER 21, 1973 (INDEX No. C-2999)
- (P7) DENOTES PLAN BY SPEIGHT, VAN NOSTRAND WARD AND ANDERSON O. L. S. DATED OCTOBER 12, 1942
- (P8) DENOTES BUILDING LOCATION SURVEY BY P. D. REITSMA SURVEYING LTD. DATED JUNE 28, 1989 (INDEX No. 88-340-89)
- (P9) DENOTES PLAN 30R-5636
- (P10) DENOTES PLAN 30R-15288
- (P11) DENOTES PLAN 30R-8291
- (P12) DENOTES PLAN BY A. T. McLAREN LIMITED DATED MAY 30, 2018 (INDEX No. 35682)
- (P13) DENOTES PLAN BY A. T. McLAREN LIMITED DATED JUNE 17, 2019 (INDEX No. 35301-17)
- (P14) DENOTES PLAN 30R-1817
- (P15) DENOTES BUILDING LOCATION BY A. T. McLAREN LIMITED DATED JUNE 10, 1987
- (P16) DENOTES PLAN BY D. G. URE & SONS DATED MAY 10, 1962
- (P17) DENOTES PLAN BY D. G. URE & SONS DATED OCTOBER 9, 1973
- (MT.) DENOTES WITNESS

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (O) AND (E) BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).  
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999669.  
FOR BEARING COMPARISON A ROTATION OF 0°00'00" COUNTERCLOCKWISE WAS APPLIED TO PLAN TO CONVERT TO GRID BEARINGS.

OBSERVED REFERENCE POINTS: UTM ZONE 17, NAD83 (CSRS)(2010)  
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.G. 216/10

POINT ID	NORTHING	EASTING
①		
②		

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

**NOTE:**  
ALL BUILDING TIES ARE TO FOUNDATION UNLESS OTHERWISE NOTED.

**METRIC:**  
DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**SURVEYOR'S CERTIFICATE:**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 6th DAY OF DECEMBER, 2019

JUNE 12, 2020  
DATE

NICHOLAS P. MUTH  
ONTARIO LAND SURVEYOR

MAIN STREET EAST (REGIONAL ROAD No 81) PLAN 30R-1817

**Schedule B  
Revised Scheme**

Attached.



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK.  
ALL DRAWINGS MAY BE TO BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OR OTHER AGENCIES WITH AUTHORITY.  
ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.  
THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND KEY TO DETAIL LOCATION.

DETAIL NUMBER	No.
DRAWING SHEET NUMBER	No.

DRAWING SETS ISSUED	No.	DATE (DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
ISSUED FOR ZONING	2	04.05.18	MS
ISSUED FOR ZONING	3	24.03.20	MS
ISSUED FOR ZONING	4	09.06.20	MS

REVISIONS TO DRAWING	No.	DATE (DD/MM/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

**KNYMIHI**  
ARCHITECTURE • SOLUTIONS

KNYMIHI INC.  
1006 SKYVIEW DRIVE • SUITE 101  
BURLINGTON, ONTARIO • L7P 0V1  
T 905.639.6595  
F 905.639.6594  
www.knyth.com  
info@knyth.com

ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

MEMBER  
POLYSLAW WYSZKOWSKI  
L.P. 7846

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
Author: Checker:  
DRAWING VERSION: PLOT DATE:  
DRAWING SHEET NUMBER: A400



1 SOUTH ELEVATION  
A400 1:100



2 NORTH ELEVATION  
A400 1:100

**NOTE:**  
EFS SYSTEMS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EFS SHALL BE INSTALLED AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS.

**NOTES:**  
ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 6098. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.  
GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10.  
GUARDS SHALL COMPLY WITH O.B.C. 4.3.6.  
ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13.  
GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 800mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.  
ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 5.7.2.2. PROTECTION OF WINDOWS IN APARTMENT BUILDINGS SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW.  
ALL DOOR AND WINDOW FRAMES AND CASHS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.  
REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS.  
ENSURE CO-ORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITHIN ALUMINUM SCREENS.  
ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 C/W METAL BACK PAN.  
DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
ST	EFS 1 - BEIGE
ST	EFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARRISCRAFT REINFORCEMENT STONE
BR1	BRICK - RED





1 EAST ELEVATION  
A401 1:125

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK. ALL DRAWINGS MAY BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OF PLANNING AND DEVELOPMENT AUTHORITY.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND RISK FOR CONSTRUCTION.

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
No.	DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
ISSUED FOR ZONING	2	04.05.18	MS
REISSUED FOR ZONING	3	24.03.20	MS
REISSUED FOR ZONING	4	09.06.20	MS

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD/MM/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

**KNYMIH**  
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1006 SKYVIEW DRIVE • SUITE 101  
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info@knymith.com

ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

MIŁOSŁAW WYSZKOWSKI  
L.P. 7984

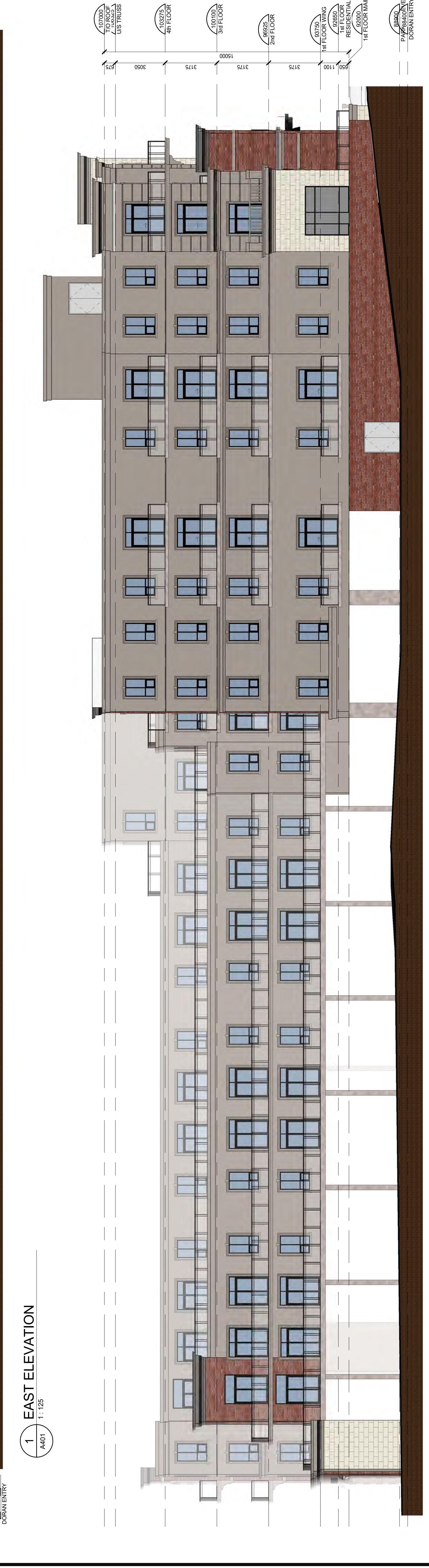
Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DRAWING VERSION:  
PLOT DATE:  
DRAWING SHEET NUMBER: A401



2 WEST ELEVATION  
A401 1:125

LEGEND

GL	GLAZING PANEL
SP	SPANDREL PANEL
S1	EIFS 1 - BEIGE
S2	EIFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARSUSCRAFT MANUFACTURE
BR1	BRICK - RED

**NOTES:**

ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.

GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10

GUARDS SHALL COMPLY WITH O.B.C. 4.3.8

ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13

GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 600mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.

ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 AND ALL WINDOW FRAMES AND SASHES TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.

REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS

ENSURE COORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITH ALUMINUM SCREENS

ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 CW METAL BACK PAN

DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

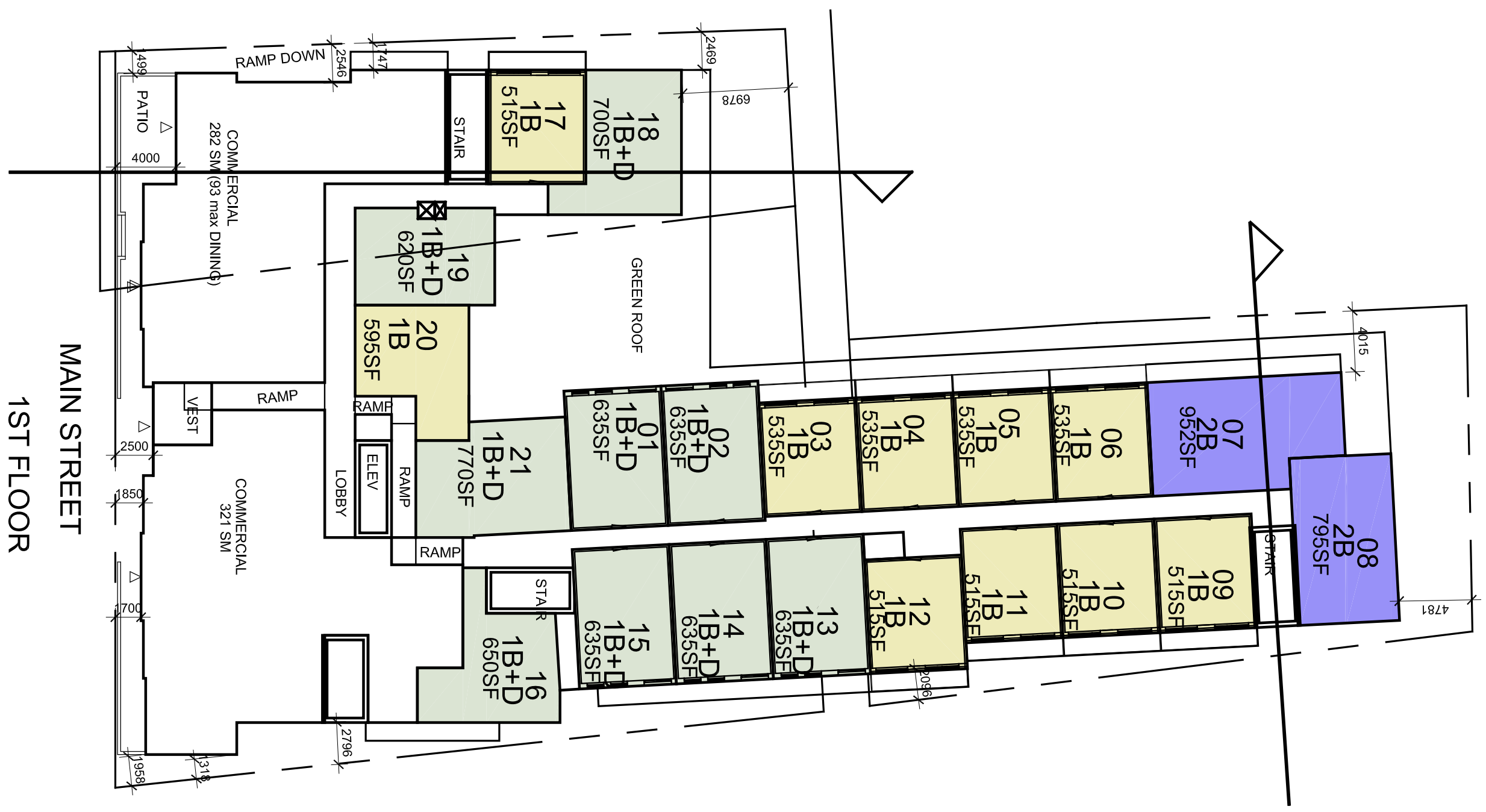
**NOTE:**

EIFS SYSTEM IS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILS OF THE EIFS INSTALLATION AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION AND TESTING TO BE CONDUCTED AT REGULAR INTERVALS. CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS



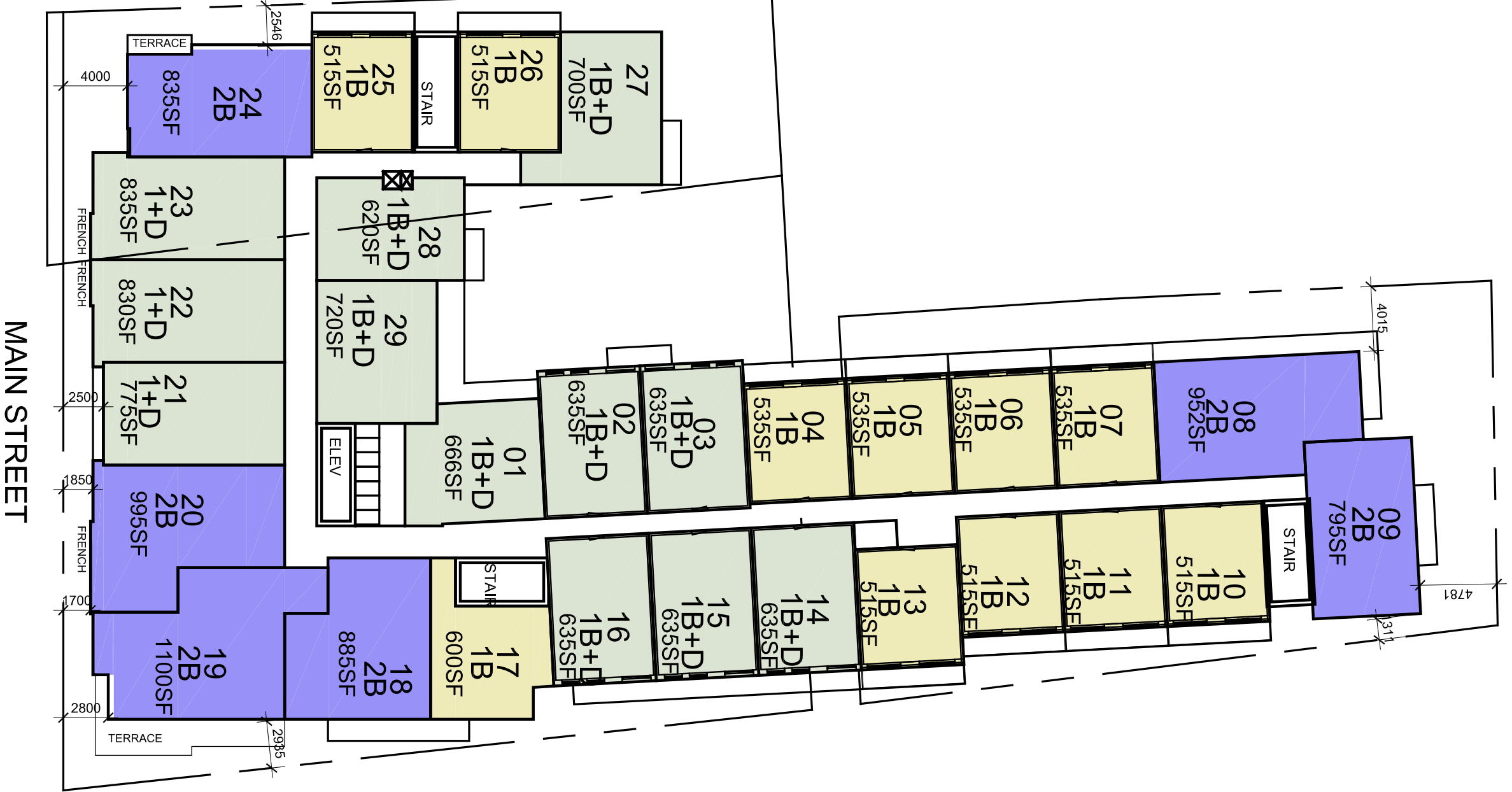
1 GROUND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

SELLABLE 1211 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 2122 m<sup>2</sup>



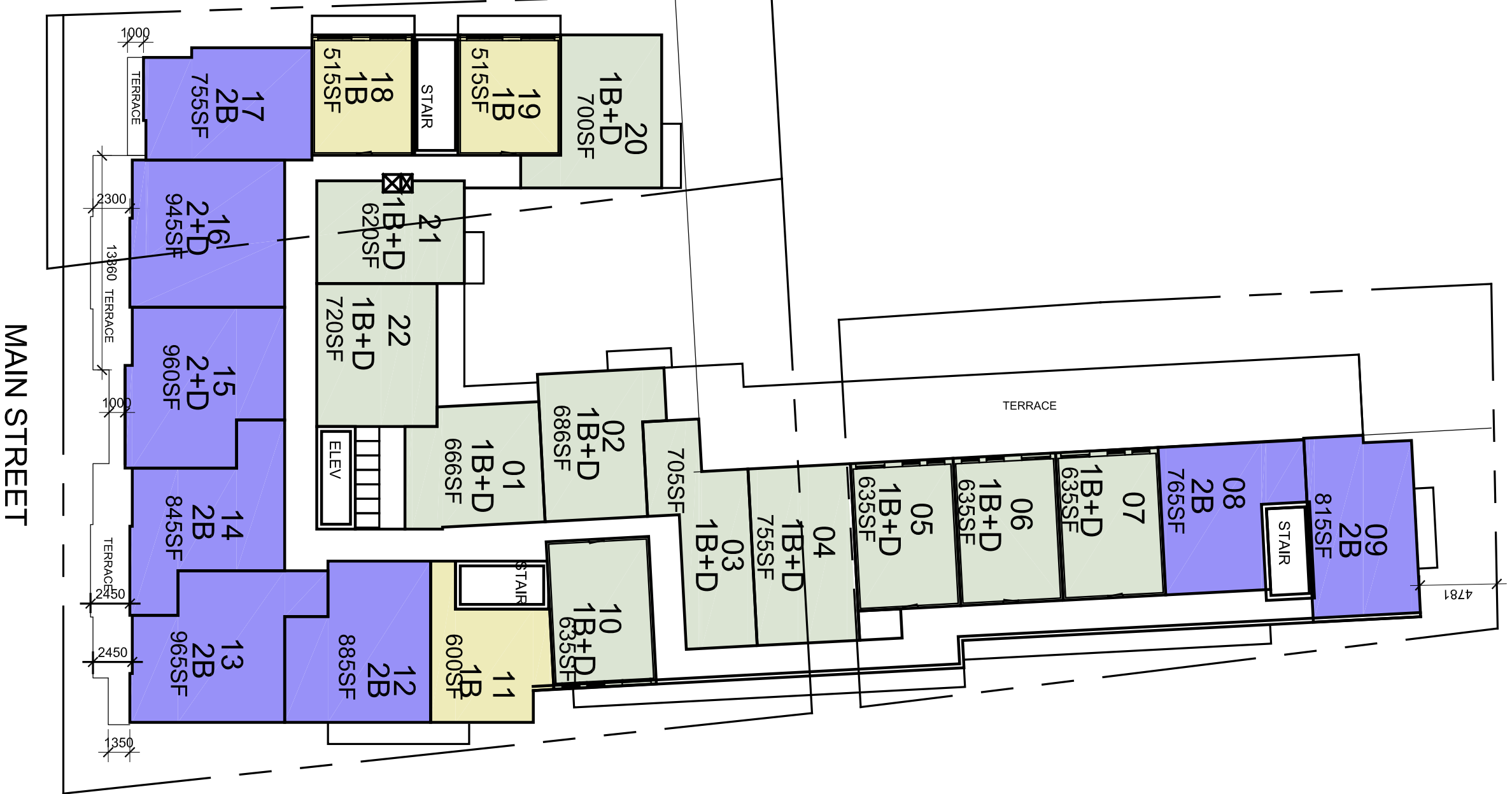
2 2ND FLOOR CONCEPT  
SP1 6 DORAN AVE 1:500

SELLABLE 1840 m<sup>2</sup>  
GROSS 2106 m<sup>2</sup>



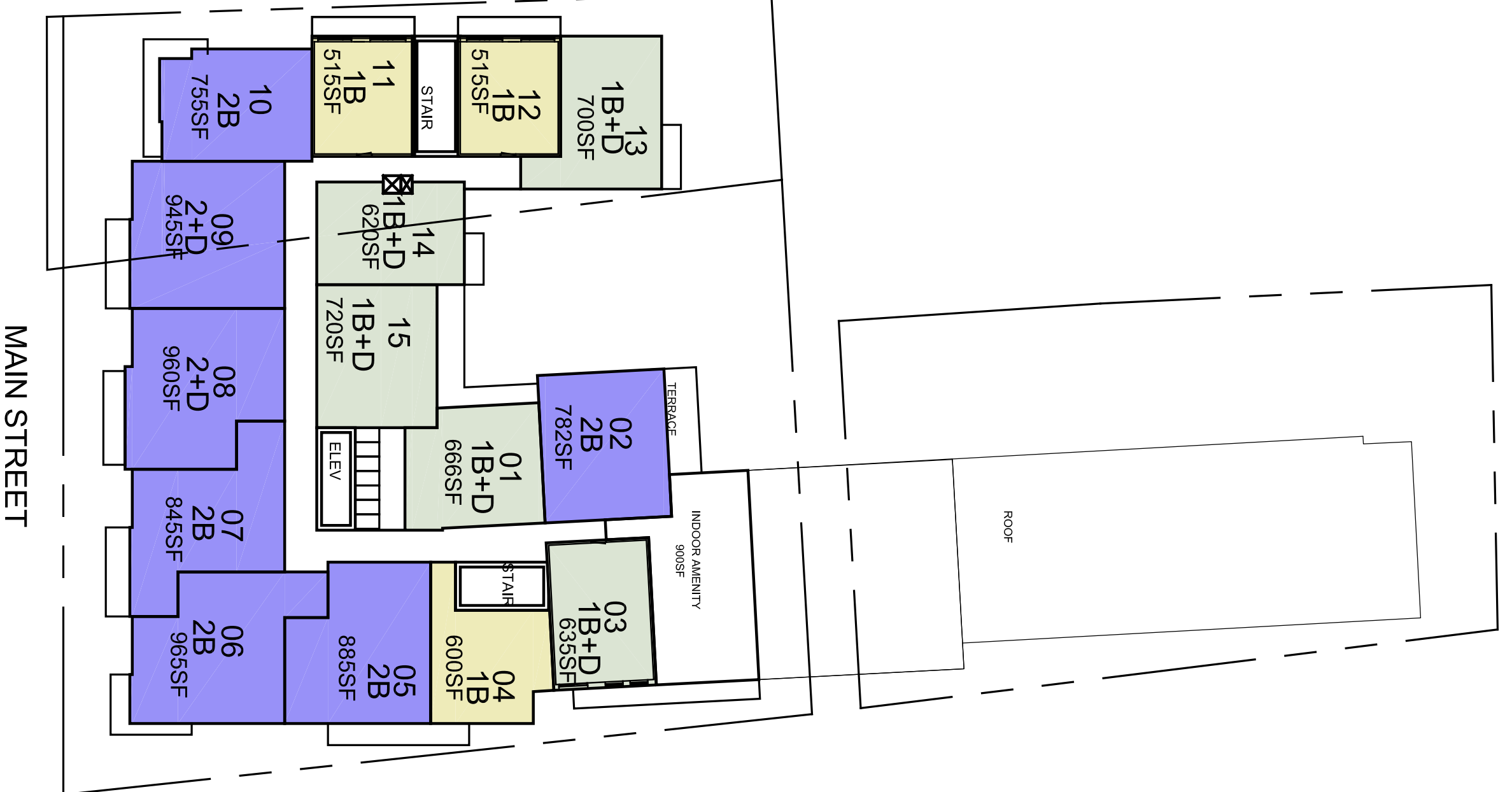
3 3RD FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

SELLABLE 1495 m<sup>2</sup>  
GROSS 1802 m<sup>2</sup>



4 4TH FLOOR CONCEPT  
SP1 6 DORAN AVE 1:200

SELLABLE 1044 m<sup>2</sup>  
GROSS 1295 m<sup>2</sup>



SELLABLE 5590 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 7325 m<sup>2</sup>

84.5%

REVIEW SUBMITTAL  
GABRIEL DESANTIS  
 REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT  
DATE:

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB ALL DIMENSIONS AND SPECIFICATIONS ARE TO BE VERIFIED FROM MULTIPLE SOURCES AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT'S AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FROM CONTRACTOR MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULT FROM HIS OWN WORK.

DATE	BY
2020.09.20	MB
2020.09.20	MB
2020.09.20	MB

REVISIONS TO DRAWING	NO. (DD/M/YY)	DATE
ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED		

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KNYVI-1 ARCHITECTURE • SOLUTIONS  
KRYVIM INC.  
1006 SCHEWEN DRIVE • SUITE 101  
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www.knyvi.com  
info@knyvi.com

ONTARIO ASSOCIATION OF ARCHITECTS  
REGISTERED ARCHITECTS  
LICENSED

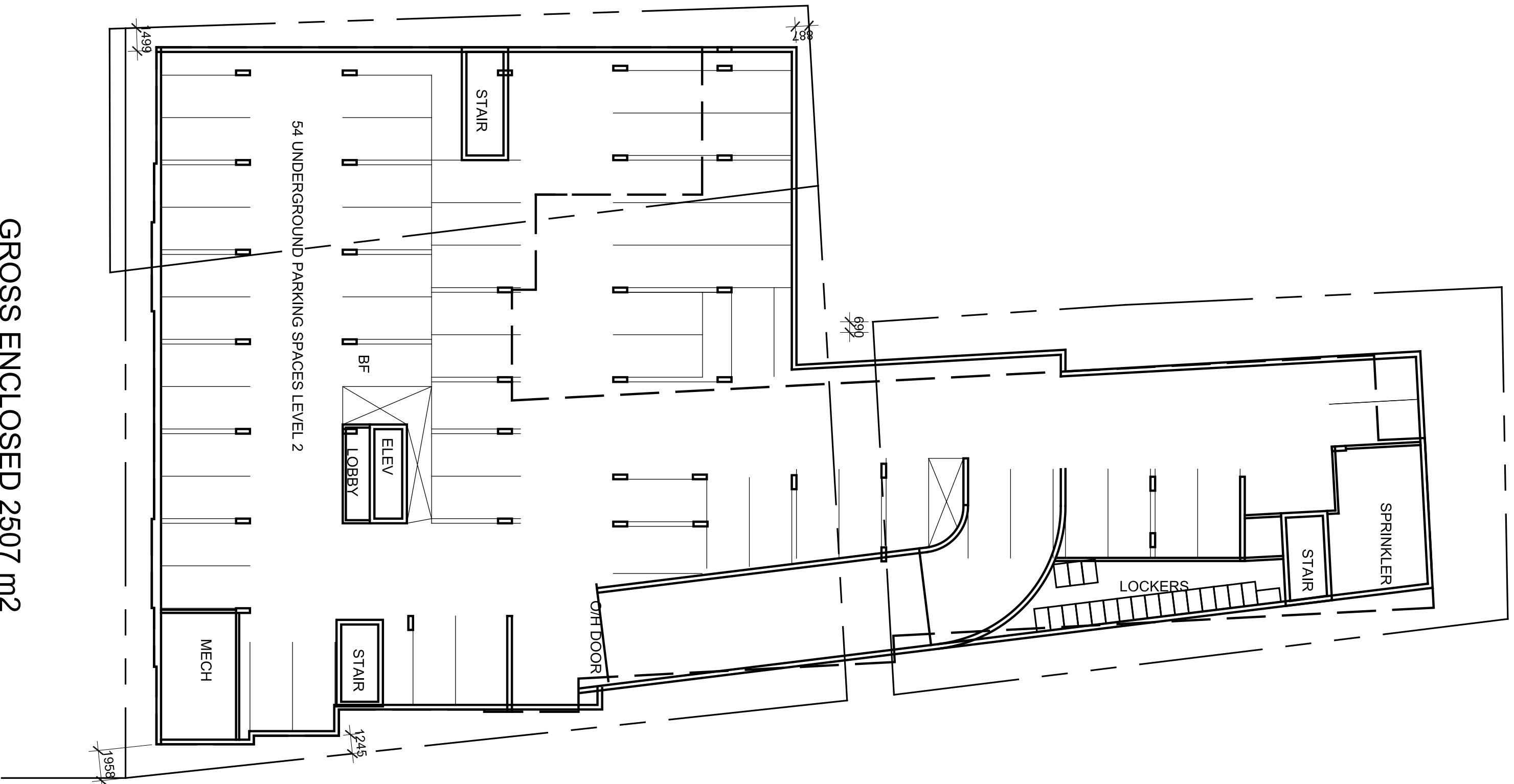
HOMES BY Desantis THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMSBY, ONTARIO

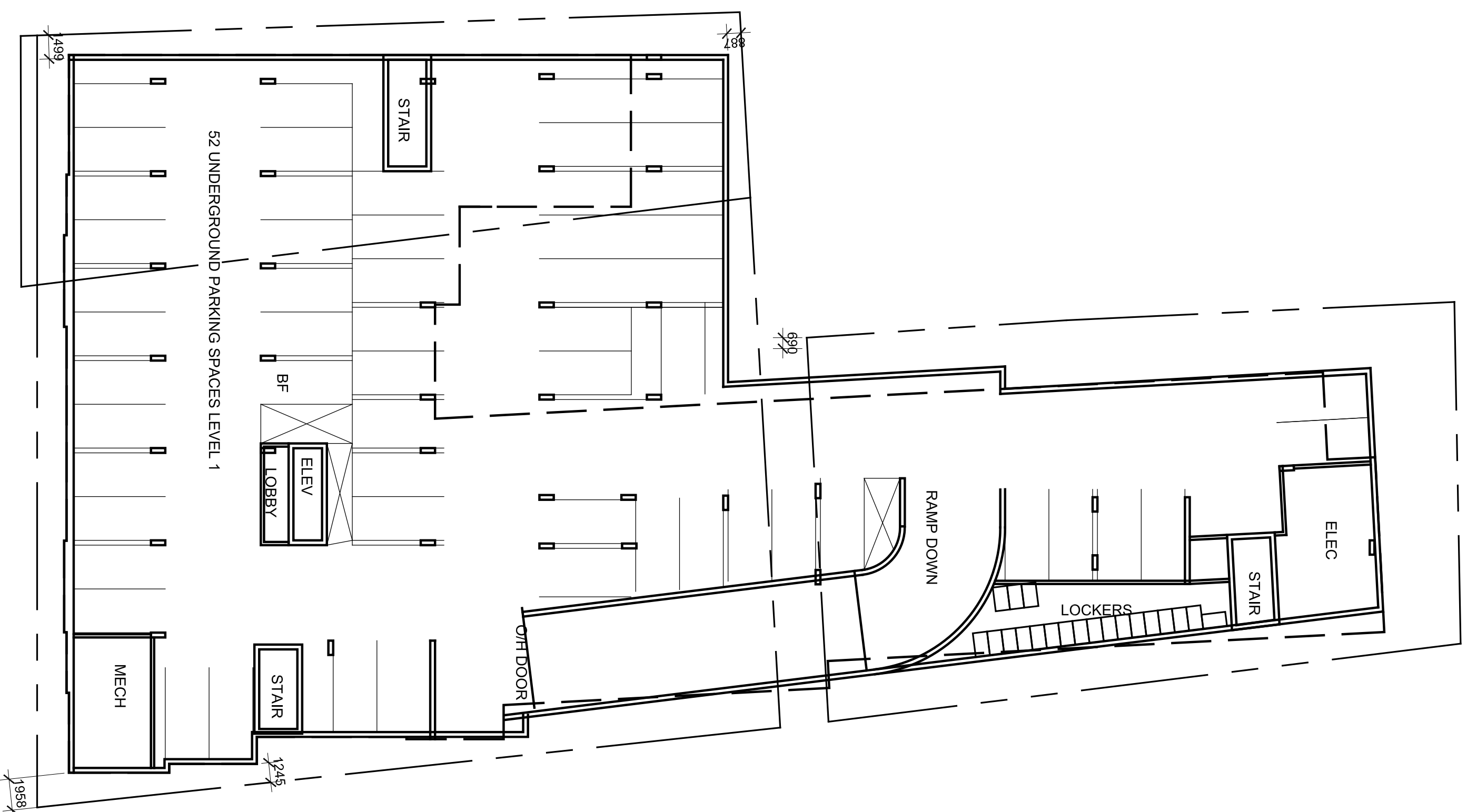
SITE PLAN CONCEPT  
87 UNITS - 4 STOREY

DRAWING SCALE: 1:150	PROJECT NUMBER: 17010
DRAWN BY: CHECKED BY:	DRAWING SHEET NUMBER: SP1
DRAWING VERSION: 001	DATE: September 22, 2020

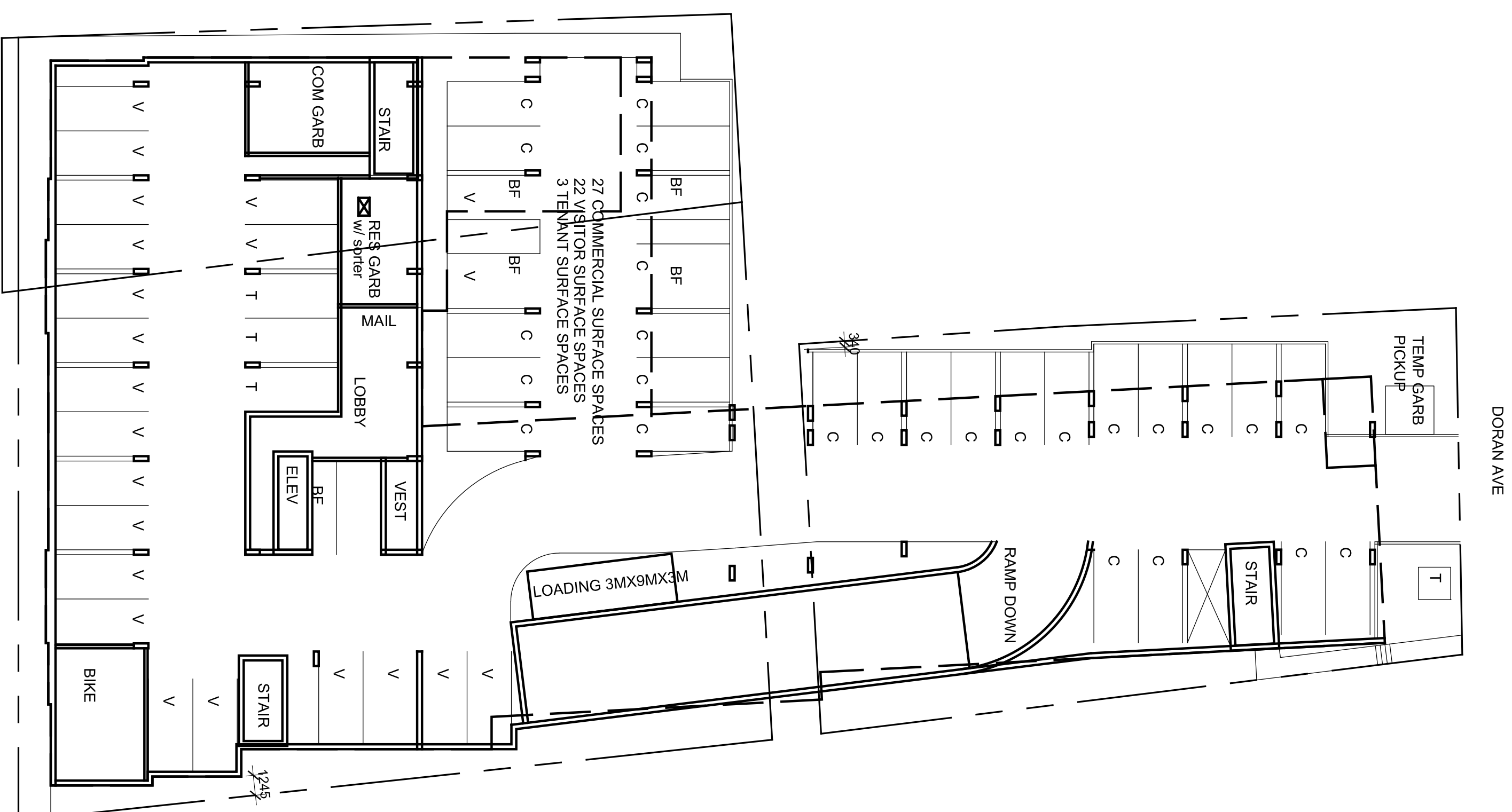
COMMERCIAL	REQUIRED	PROVIDED
3455 SM SERVICE	10	10
3035 SF RESTAURANT (1000SF DINING) 80% = 16.5	17	17
UNIT @ 1.25 = 108.75	109	109 (106 SECURE)
VISITOR @ 0.25 = 21.75	22	22
TOTAL RESIDENTIAL @ 1.5 PER	131	131 TOTAL RESIDENTIAL
	158	158 PROVIDED



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 2



GROSS ENCLOSED 2507 m2  
PARKING LEVEL 1



GROSS ENCLOSED 1014 m2  
SURFACE PARKING LEVEL



**REVIEW SUBMITTAL**

GABRIEL DESANTIS

REVIEWED

REVIEWED AS NOTED

NOT APPROVED

REVISE AND RESUBMIT

DATE:

CONTRACTOR MUST CHECK AND CARRY ALL DIMENSIONS AND JOB ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT'S AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL REVISIONS AND REPAIR COSTS FOR ANY CORRECTIONS OR REVISIONS RESULTING FROM THE CONTRACTOR'S WORK.

KEY TO DETAIL LOCATION:

No. DETAIL NUMBER

No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No. (DUAL/M)	DATE	BY
ISSUED FOR PERMITTING	2	2020.09.20	MB
ISSUED FOR ZONING	3	22.09.20	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED	DATE
REVISIONS TO DRAWING	No. (DD/M/YY) BY

**NOT FOR CONSTRUCTION**

BUILDING PERMIT NUMBER:  
NOT FOR CONSTRUCTION WITHOUT PERMIT

**KNYVI-1**  
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ONTARIO ASSOCIATION OF ARCHITECTS  
LICENSED ARCHITECTS  
ENZEMAS LAW WASKOWSKI

DESANTIS HOMES BY  
THE MARK OF EXCELLENCE

6 DORAN AVE  
GRIMSBY, ONTARIO

PARKING LEVELS  
87 UNITS - 4 STOREY

DRAWING SCALE: 1:150	PROJECT NUMBER: 17010
DRAWN BY: CHECKED BY:	DRAWING SHEET NUMBER: UG1
DRAWING VERSION: 001	DATE: September 22, 2020



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REGULATIONS BEFORE COMMENCING WORK. ALL PERMITS ARE SUBJECT TO CHANGE AS TO CONDITIONS FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND REPAIR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS/HER WORK.

KEY TO DETAIL LOCATION  
 No. DETAIL NUMBER  
 No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD.MM.YY)	BY
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ISSUED FOR CONSTRUCTION	2	09.08.20	MB

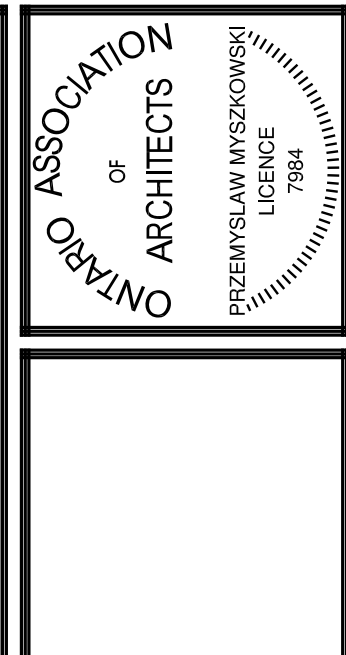
ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No.	(DD.MM.YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER:  
 NOT FOR CONSTRUCTION WITHOUT PERMIT

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 info@knymh.com



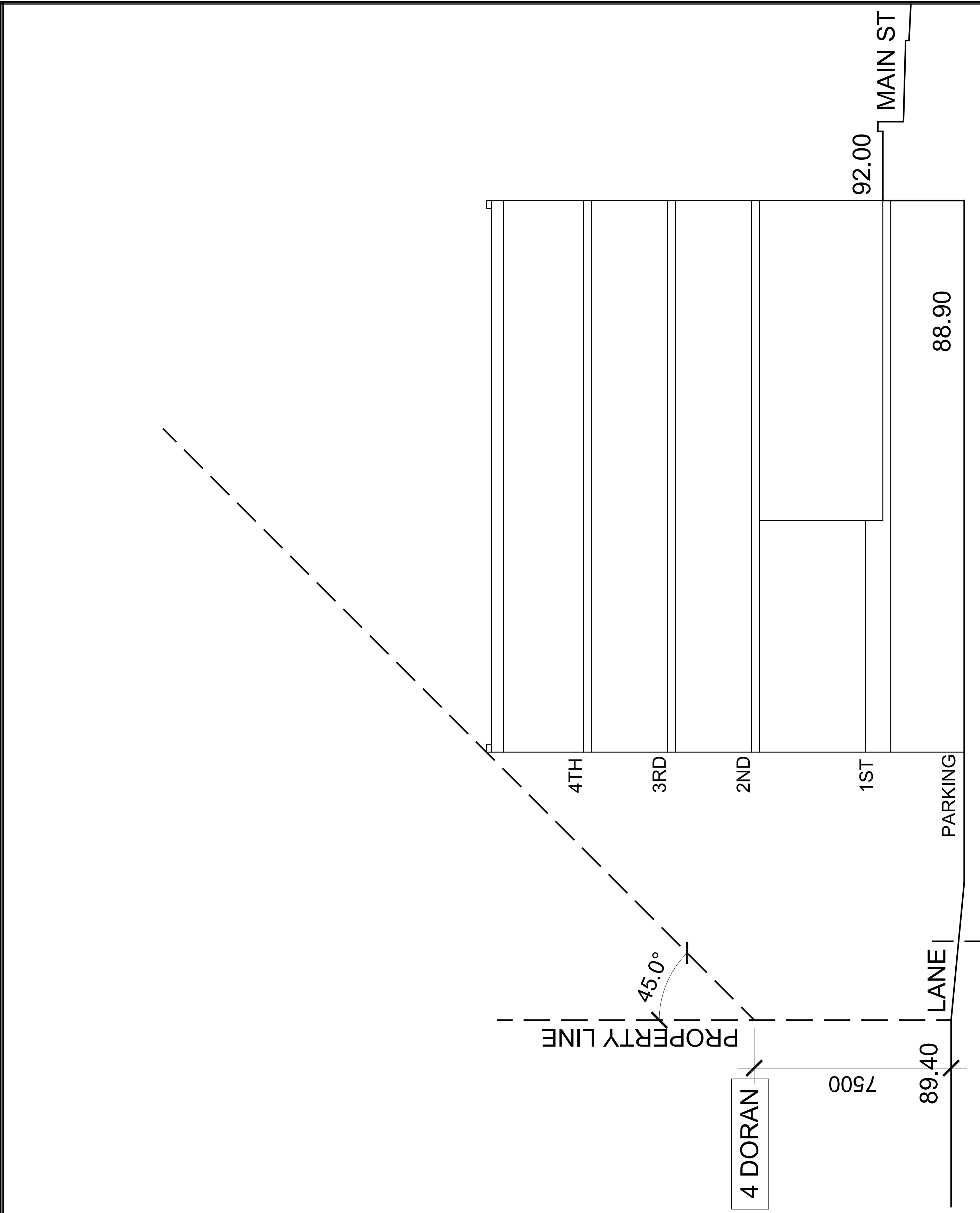
HOMES BY DESANTIS

6 DORAN AVE  
 GRIMSBY, ONTARIO

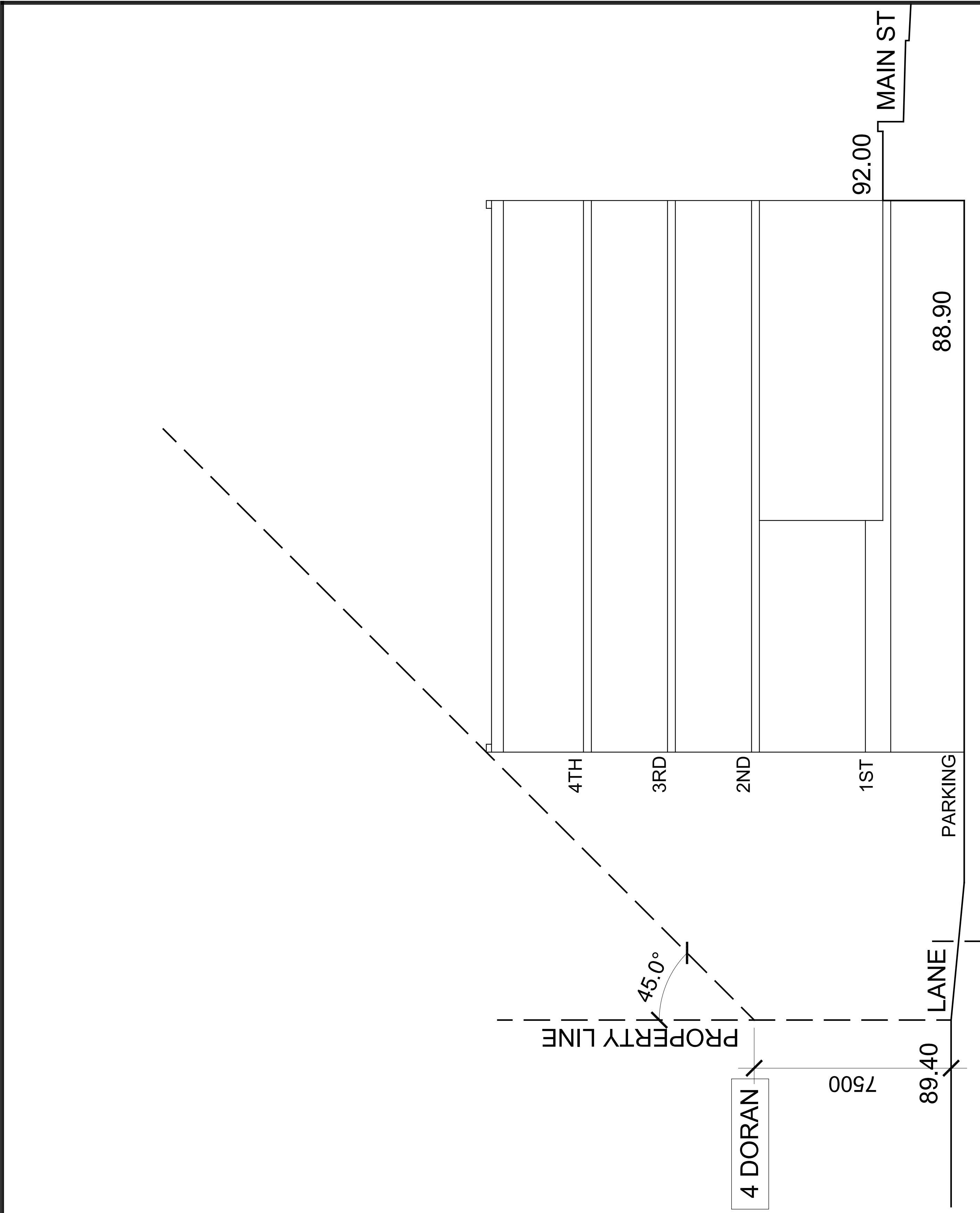
ANGULAR PLANE

DRAWING SCALE: 1:150  
 PROJECT NUMBER: 17010

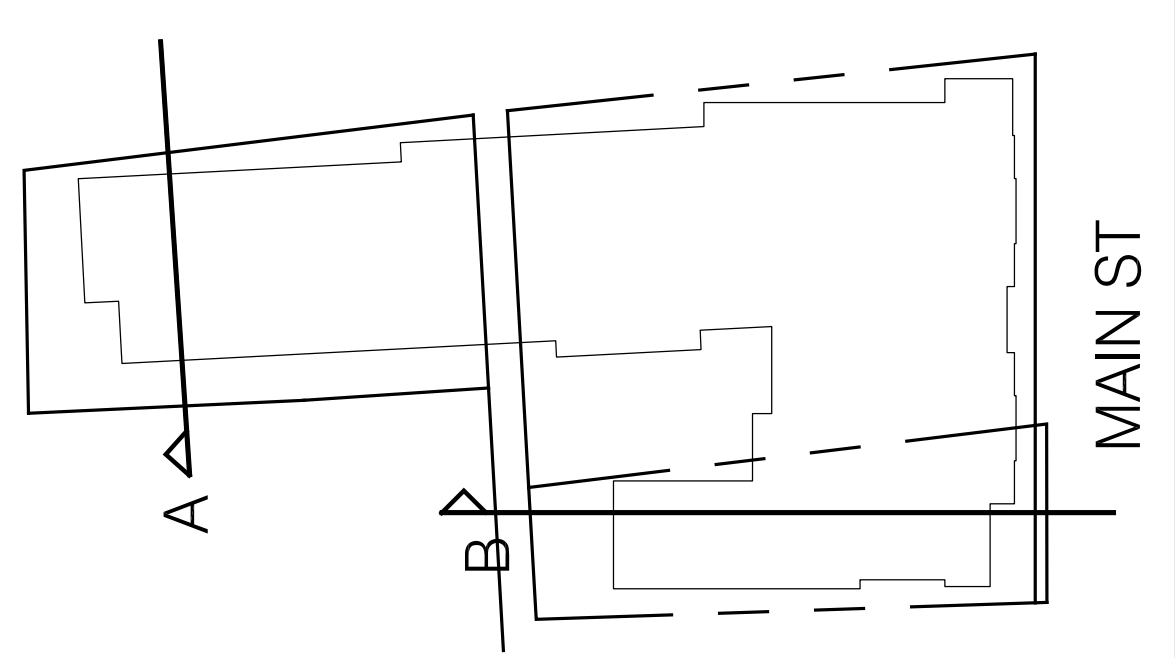
DRAWN BY: ---  
 CHECKED BY: ---  
 DRAWING VERSION: 001  
 PLOT DATE: June 9, 2020  
 DRAWING SHEET NUMBER: SP2



'A' EAST/WEST THROUGH BLDG @ DORAN



'B' NORTH/SOUTH THROUGH BLDG



**Schedule C**  
**Amending By-laws**

Attached.

## **Revised Site Specific Official Plan Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.





**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height:               <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension:               <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>

<b>Site Specific</b>	<b>By-law #</b>	<b>Address</b>	<b>Zone</b>	<b>Additional Permitted Uses</b>	<b>Sole Permitted Uses</b>	<b>Lot Building and Structure Exceptions</b>
						<p>Spaces: 1 Space</p> <ul style="list-style-type: none"><li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li></ul>

**Schedule D  
Planning Report**

Attached.



**Ramsay Planning Inc.**

**To: Antonietta Minichillo, Director of Planning, Town of Grimsby**

**From: Allan Ramsay, Allan Ramsay Planning Associates Inc.**

**Date: September 28, 2020**

**Re: Settlement Proposal – DeSantis (Downtown) – 21, 23 Main St. E. &  
6 Doran Ave., Grimsby  
LPAT File No. PL190004**

---

The following provides a summary of my planning opinion with respect to the updated development proposal submitted by DeSantis (Downtown) for its site at 21, 23 Main St. E. & 6 Doran Ave., Grimsby (the “Subject Lands”).

Background:

In December, 2017 DeSantis (Downtown) submitted Official Plan Amendment and Zoning By-law Amendment applications to permit the development of an 8 storey mixed use building containing 86 residential units and 4 ground floor commercial units occupying 515 m<sup>2</sup> of floor area. On-site parking was to be provided for 124 vehicles. The rezoning application was amended in May, 2018 to permit the development of a mixed use building containing 92 residential units and 2 ground floor commercial units with a combined floor area of 463 m<sup>2</sup>. The proposed building had a 4 storey building façade along Main Street East and a 5 storey building façade along Doran Avenue. On-site parking was to be provided for 155 vehicles.

In a staff report dated November 13, 2018 Town Staff recommended approval of the amended applications subject to an update of the Cultural Heritage Report, the merging of the Subject Lands into one parcel and the creation of an easement to provide access from the municipal laneway to Doran Ave. Town Staff also recommended the commencement of the process for the disposition of the municipal laneway that bisected the Subject Lands. At the November 19, 2018 Town Council meeting no decision was taken on the applications.

On December 14, 2018 DeSantis (Downtown) submitted notices of appeal pursuant to s. 22(7) and s. 34(11) of the Planning Act due to the Town’s failure to amend the Official Plan and Zoning By-law. The plan under appeal (the “Appealed Plan”) proposed 92 apartment units, 463 m<sup>2</sup> of retail and restaurant floor area, four storeys along Main Street East and 5 storeys along Doran Ave.

Settlement Proposal:

Revisions to the proposal were initially discussed at a “Without Prejudice” meeting held on March 12, 2020 and were outlined in revised site plan, floor plans and building elevation drawings received on March 25, 2020 and further revised on June 9, 2020. Additional settlement discussions were held in July, August and September, 2020. Updated site plan, floor plans and building elevation drawings (the “Updated Plan”) that reflect the settlement between DeSantis and the Town were received on September 25, 2020. Copies of the updated site plan, floor plans and building elevation drawings are attached as Appendix A to this memorandum.

In comparison with DeSantis’ Appealed Plan the key revisions described in the Updated Plan include:

- (i) Doran Avenue: Building Height and Building Elevations – the Updated Plan has reduced the height of the portion of the building along Doran Ave. from five storeys to four storeys. This height reduction has been achieved by the elimination of apartment units from the rear portion of the top floor. As a result, from Doran Ave., the building will be perceived as a four storey building with the ground floor occupied by the indoor parking garage and three storeys of residential above.
- (ii) Commercial Floor Area – the Updated Plan increases the amount of retail and commercial floor area along the Main Street frontage from 463 m<sup>2</sup> to 603 m<sup>2</sup> and requires a maximum width of 14 m for individual retail and commercial uses. An exception is proposed to allow restaurants having a maximum width of 23 m.
- (iii) Density – the Updated Plan reduces the maximum number of residential units from 92 to 87.
- (iv) Parking – the Updated Plan provides 159 parking spaces and complies with the Town’s standard residential and commercial parking requirements as set out in the Zoning By-law. DeSantis is no longer seeking reduced parking standards for retail and restaurant uses. The settlement proposal continues to seek a minor revision to the parking rate for accessible parking.
- (v) Laneway Easement – the Updated Plan is based on the resolution of the laneway ownership issue in favor of the Town. It is proposed that a portion of the laneway abutting the DeSantis (Downtown) lands will be vested directly to DeSantis (Downtown). In exchange, the laneway will be extended across the Subject Lands and out to Doran Ave. through an easement permitting public access.
- (vi) Planning Instruments – the following revisions are proposed:

The proposed Official Plan Amendment (see Appendix B) has been revised to:

- clarify a maximum height of four storeys along both the Main St. frontage and the Doran Ave. frontage; and



- permit residential uses on a portion of the ground floor provided a minimum of 600 m<sup>2</sup> of ground floor commercial floor area is maintained.

The proposed Zoning By-law Amendment (see Appendix C) has been revised to:

- limit the number of dwelling units to a maximum of 87;
- limit the building height along Main Street and Doran Avenue to 4 storeys;
- permit residential uses on a portion of the ground floor;
- require a minimum 600 m<sup>2</sup> of commercial floor area;
- permit a maximum width of 14 m for retail and commercial units instead of the existing requirement of 8 m;
- include an exception to permit restaurant uses having a maximum width of 23 m;
- no longer permits a reduced parking requirement for retail and restaurants uses;
- clarify the minimum and maximum setback requirements in order to avoid any ambiguity and assist with zoning interpretation;
- require accessible parking at a rate of 1 space per 31 required parking spaces instead of 1 space per 20 required parking space.

### Planning Opinion

In my opinion the Updated Plan addresses key issues identified by Town Council and represents good planning.

I recommend it be approved on the following basis:

- (i) Building Height – Section 3.5.3.7 of the Grimsby Official Plan requires new buildings to be a minimum building height of 2 storeys and a maximum building height of 4 storeys. The revisions outlined in the proposed Official Plan Amendment and the proposed Zoning By-law Amendment clarify that the four storey height limit applies to both the Main Street and Doran Avenue frontages and not just the Main Street frontage. This clarification is necessary since the Subject Lands slopes significantly from Main Street to Doran Avenue and avoids the situation where the proposed building could present a five storey elevation along Doran Ave. while satisfying the four storey height limit along Main Street.
- (ii) Retail Commercial Floor Area and Retail Commercial Unit Width – The revised Official Plan Amendment and the revised Zoning By-law Amendment includes a minimum requirement of 600 m<sup>2</sup> commercial floor area along the Main Street

frontage. As well, the proposed Zoning By-law Amendment permits a maximum commercial unit width of 14 m with an exception that restaurants can be a maximum width of 23 m. Under the previous DeSantis (Downtown) proposal there was no minimum floor area requirement for retail commercial uses and the maximum width of a commercial unit fronting onto Main Street East was to be increased from 8 m to 23 m. The Updated Plan effectively requires a minimum of 4 retail or commercial uses on the property instead of the minimum 6 commercial uses required under the existing Grimsby Zoning By-law.

The importance of at-grade retail commercial is set out in Section 3.5.3.5 of the Grimsby Official Plan which indicates community services, restaurants, cafes, retail stores and display windows at-grade will provide visual interest, encourage the use of sidewalks, promote retail continuity and viability, and contribute to a safer and more vibrant pedestrian environment. Section 3.5.3.5 a) also indicates: "Buildings shall recognize their contribution to the Downtown District street life and provide an active use at-grade in order to promote pedestrian activity".

In my opinion the requirement that 4 commercial uses and a minimum retail/commercial floor area of 600 m<sup>2</sup> be provided on the Subject Lands conforms with the intent of Section 3.5.3.5 of the Grimsby OP. Furthermore, the exception to permit wider restaurant units will not detract from at-grade street vitality as restaurant uses strongly support vibrant streets, particularly where outdoor patios are proposed.

- (iii) Density/No. of Residential Units – The Grimsby Official Plan does not establish any minimum or maximum density requirements in the Downtown-Main Street designation. Instead, under section 3.5.3.6 the Official Plan states:

"3.5.3.6 Density will not be specifically regulated within Downtown - Main Street, but will be considered a product of the relationship between height and lot coverage".

Under the Updated Plan DeSantis (Downtown) has reduced the number of apartment units from 92 to 87 and is proposing that 87 units be identified as the maximum number of units permitted on the site. The proposal represents an appropriate level of intensification within the Downtown-Main Street designation.

- (iv) Ground Floor Residential Uses - According to Section 3.5.3.1 (a) of the Official Plan within the Downtown – Main Street designation residential apartments are permitted provided they are located above the first storey. The intent of this policy is to direct residential use to the upper storeys to ensure active uses such as retail stores and restaurants are located at-grade in order to promote pedestrian activity and vitality along the street. Under the Updated Plan DeSantis (Downtown) is proposing residential uses to be located behind commercial uses fronting onto Main Street. Given the increased size and number of commercial uses to be located along the Main Street frontage the addition of residential uses on the first storey will not detract from the intent of the policy.

- (v) Parking – The settlement proposal does not authorize any reductions in the parking requirements for the apartment uses or commercial uses. The Town’s standard parking rates are to apply with the addition of minimum requirements for retail/commercial and restaurant uses. The proposed reduction in the accessible parking rate is minor and is equivalent to a reduction of only 2 accessible spaces (reduced from 8 to 6 spaces). The provision of 6 accessible spaces for the development fully complies with the accessibility standards required under the Accessibility for Ontarions with Disabilities Act.
- (vi) Other Zoning By-law Revisions – The proposed Zoning By-law Amendment includes minor revisions to regulations for parking and loading spaces, interior setbacks and the setback from Doran Ave.

	Existing Zoning	Proposed Zoning
1. Permitted Use - residential apartments	Permitted above 1 <sup>st</sup> storey	Dwelling units on the first storey, provided a min. of 600 m <sup>2</sup> of commercial floor area is maintained
2. Building Height	15 m (4 storeys)	16 m (4 storeys) from Main St. and Doran Ave.
3. Setbacks - max. int. side yard - min. rear yard	2 m 7.5 m	5.1 m 4.7 m
4. Commercial Uses Regulation: - max. width	8 m	14 m (23 m for restaurants)
5. Min. Parking & Loading: - accessible spaces - loading spaces - loading space size	1 per 20 parking spaces 2 3.5m(w) x 9.0m(l) x 4.5m(h)	1 per 31 spaces 1 3.0m(w) x 9.0m(l) x 3.0m(h)

With the revisions outlined above, the revised Official Plan and Zoning By-law Amendments are consistent with the Provincial Policy Statement, 2020 and conform with the A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019. The revised Official Plan and Zoning Amendments provide for a modest amount of residential intensification within the Grimsby Downtown while maintaining a retail and commercial presence along Main Street.

The revised Official Plan and Zoning By-law Amendments conform with the Grimsby Official Plan. While the Subject Lands are part of a larger Major Intensification Area the Grimsby Official Plan identifies this area for moderate intensification (3.5.3). The revised proposal with its reduced building height along Doran Avenue appropriately considers the compatibility criteria of Section 3.5.6. The revised design will support the small town atmosphere, and preserve and maintain the Downtown’s cultural heritage (2.3.2.8). The inclusion of additional retail and commercial floor area and revisions to the maximum

widths of retail and commercial units will maintain and enhance the vitality and viability of the downtown and Main Street (2.6.9). The provision of retail and commercial uses along Main Street will provide visual interest, that encourage the use of sidewalks, promotes retail continuity and viability, and contributes to a safer and more vibrant pedestrian environment (3.5.3.5).

Conclusion:

As a result of settlement discussions DeSantis (Downtown) has submitted an updated proposal for its site at 21, 23 Main St. E. & 6 Doran Ave., Grimsby.

The key revisions include:

- A reduction on building height along Doran Avenue from 5 storeys to 4 storeys;
- An increase in the amount of retail and commercial floor area along the Main Street frontage from 463 m<sup>2</sup> to 603 m<sup>2</sup> and acceptance of a maximum width of 14 m for individual retail and commercial uses with an exception to allow restaurants having a maximum width of 23 m;
- A reduction in the number of residential units from 92 to 87;
- No revisions are proposed to the Town's parking requirements for the apartment uses and the commercial uses. Revisions are proposed to permit an alternative rate for accessible parking;
- An overall development plan that resolves the laneway ownership issue to the mutual satisfaction of DeSantis (Downtown) and the Town.

In my opinion the updated proposal including the revisions to the proposed Official Plan Amendment and proposed Zoning By-law Amendment represent good planning and should be approved.

Respectfully Submitted,



Allan Ramsay, MCIP, RPP  
Principal



**Ramsay Planning Inc.**

**Appendix A  
Revised Site Plan, Floor Plans and Building  
Elevations**



CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK.  
ALL DRAWINGS MAY BE TO BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OF PLANNING AND DEVELOPMENT AUTHORITY.  
ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.  
THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND KEY TO DETAIL LOCATION.

DETAIL NUMBER	No.
DRAWING SHEET NUMBER	No.

DRAWING SETS ISSUED	No.	DATE (DD/MM/YY)	BY
ISSUED FOR PERMITTING	1	24.03.20	MS
REVISED FOR ZONING	2	04.05.18	MS
REVISED FOR ZONING	3	24.03.20	MS
REVISED FOR ZONING	4	09.06.20	MS

REVISIONS TO DRAWING	No.	DATE (DD/MM/YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

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ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

MEMBER  
POLYSLAW WYSZKOWSKI  
L.P. 1006  
7984

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
Author: Checker:  
DRAWING VERSION: PLOT DATE:  
DRAWING SHEET NUMBER: A400



1 SOUTH ELEVATION  
A400 1:100



2 NORTH ELEVATION  
A400 1:100

**NOTE:**  
EFS SYSTEMS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EFS SHALL BE INSTALLED AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS

**NOTES:**  
ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 6085. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.  
GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10  
GUARDS SHALL COMPLY WITH O.B.C. 4.3.6  
ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13  
GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 800mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.  
ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 5.7.2.2. PROTECTION OF WINDOWS IN APARTMENT BUILDINGS SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW  
ALL DOOR AND WINDOW FRAMES AND CASHS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.  
REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS  
ENSURE CO-ORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITHIN ALUMINUM SCREENS  
ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 C/W METAL BACK PAN  
DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
ST	EFS 1 - BEIGE
SP	EFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARRISCRAFT REINASCENCE STONE
BR1	BRICK - RED





1 EAST ELEVATION  
A401 1:125

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND JOB CONDITIONS BEFORE PROCEEDING WITH WORK. ALL DRAWINGS MAY BE SUBJECT TO CHANGE DUE TO COMMENTS FROM MUNICIPAL DEPARTMENT OF PLANNING AND DEVELOPMENT AUTHORITY.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
No.	DRAWING SHEET NUMBER

DRAWING SETS ISSUED	DATE	BY
1. 10/03/20	10/03/20	MS
2. 04/05/18	04/05/18	MS
3. 24/03/20	24/03/20	MS
4. 09/06/20	09/06/20	MS

REVISIONS TO DRAWING	DATE	BY

NOT FOR CONSTRUCTION

BUILDING PERMIT NUMBER  
NOT FOR CONSTRUCTION W/O PERMIT

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ASSOCIATION  
of  
ARCHITECTS  
ONTARIO

MIŁOSŁAW WYSZKOWSKI  
L.P. 7984

Homes By DeSantis

CENTURY CONDOS  
21 & 23 MAIN ST W, GRIMSBY,  
ONTARIO

ELEVATIONS

DRAWING SCALE: As indicated  
PROJECT NUMBER: 17010

DRAWN BY: Author  
CHECKED BY: Checker  
DRAWING NUMBER: A401  
PLOT DATE:



2 WEST ELEVATION  
A401 1:125



**LEGEND**

GL	GLAZING PANEL
SP	SPANDREL PANEL
S1	EIFS 1 - BEIGE
S2	EIFS 2 - BEIGE W/ REVEALS
AR	ALUMINUM RAILING W/ GLASS
ST	STONE - ARCSOFT MANUFACTURE
BR1	BRICK - RED

**NOTES:**

ALL GUARDS TO MEET REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED SHOP DRAWINGS COMPLETE WITH MOUNTING DETAILS.

GUARDS SHALL COMPLY WITH O.B.C. 3.3.1.17, 3.4.6.5 AND 4.1.10.

GUARDS SHALL COMPLY WITH O.B.C. 4.3.8.

ALL GLASS IN GUARDS TO COMPLY WITH O.B.C. SB-13.

GLAZING LOCATED 1070 OR LESS ABOVE FINISHED FLOOR AND MORE THAN 600mm ABOVE GRADE SHALL BE DESIGNED AS A GUARD AND SHALL COMPLY WITH ALL REQUIREMENTS OF THE O.B.C.

ALL WINDOWS TO MEET THE REQUIREMENTS OF THE O.B.C. 2006. MANUFACTURER/SUPPLIER TO PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW.

ALL DOOR AND WINDOW FRAMES AND SASHES TO MEET THE REQUIREMENTS OF THE O.B.C. 2006 ARTICLE 3.1.5.4. COMBUSTIBLE GLAZING AND SKYLIGHTS.

REFER TO NOISE IMPACT STUDY FOR ADDITIONAL GLAZING REQUIREMENTS.

ENSURE COORDINATION WITH MECHANICAL DRAWINGS FOR EXHAUST WALL BOX LOCATIONS WITH ALUMINUM SCREENS.

ALL SPANDREL GLASS PANELS ARE TO HAVE A MINIMUM R-VALUE OF R-8 CW METAL BACK PAN.

DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND SHOWN FOR INFORMATION PURPOSES ONLY.

**NOTE:**

EIFS SYSTEM IS TO BE A RAIN SCREEN SYSTEM COMPLETE WITH CONTINUOUS VERTICAL DRAINAGE CHANNELS. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION. EIFS SUPPLIER/INSTALLER TO PROVIDE DETAILS OF THE EIFS INSTALLATION AT REGULAR INTERVALS TO ENSURE COMPLIANCE WITH SPECIFICATION & SHOP DRAWINGS. INSPECTION AND TESTING TO BE CONDUCTED AT REGULAR INTERVALS. CONTROL JOINTS IN STUCCO AS PER STUCCO SUPPLIER SHOP DRAWINGS.



REVIEW SUBMITTAL

**Desantis**

GABRIEL DESANTIS

REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT

DATE: \_\_\_\_\_

KEY TO DETAIL LOCATION

No.	DETAIL NUMBER
1	_____
2	_____
3	_____

DRAWING SETS ISSUED	No. (DD/MM/YY)	BY
APPROVED FOR PERMIT	1	MB
APPROVED FOR ZONING	2	MB
REISSUED FOR ZONING	3	MB

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

REVISIONS TO DRAWING	No. (DD/MM/YY)	BY

NOT FOR CONSTRUCTION

BUILDING PERMIT NUMBER: \_\_\_\_\_

NOT FOR CONSTRUCTION WITHOUT PERMIT

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PROFESSIONAL ARCHITECT

HOUSES BY **Desantis**  
The Mark of Excellence

6 DORAN AVE  
GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
**SITE PLAN CONCEPT**  
87 UNITS - 4 STOREY

DRAWING SCALE: 1:150  
PROJECT NUMBER: 17010

DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DRAWING VERSION: 001  
PLOT DATE: September 22, 2020  
DRAWING SHEET NUMBER: SP1



**1 GROUND FLOOR CONCEPT**  
SP1 6 DORAN AVE 1:50

21 UNITS  
2- 2B  
9- 1B+D  
10- 1B

SELLABLE 1211 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 2122 m<sup>2</sup>

**2 2ND FLOOR CONCEPT**  
SP1 6 DORAN AVE 1:50

29 UNITS  
6- 2B  
12- 1B+D  
11- 1B

SELLABLE 1840 m<sup>2</sup>  
GROSS 2106 m<sup>2</sup>

**3 3RD FLOOR CONCEPT**  
SP1 6 DORAN AVE 1:50

22 UNITS  
8- 2B  
11- 1B+D  
3- 1B

SELLABLE 1495 m<sup>2</sup>  
GROSS 1802 m<sup>2</sup>

**4 4TH FLOOR CONCEPT**  
SP1 6 DORAN AVE 1:50

15 UNITS  
7- 2B  
5- 1B+D  
3- 1B

SELLABLE 1044 m<sup>2</sup>  
GROSS 1295 m<sup>2</sup>

**TOTAL ABOVE MAIN**  
87 UNITS  
23- 2B  
37- 1B+D  
27- 1B

SELLABLE 5590 m<sup>2</sup>  
COMMERCIAL 603 m<sup>2</sup>  
GROSS 7325 m<sup>2</sup>

84.5%

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REQUIREMENTS. ALL DIMENSIONS ARE SUBJECT TO CHANGE AS TO COMMENTS FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS/HER WORK.

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REQUIREMENTS. ALL PERMITS MUST BE OBTAINED FROM MUNICIPAL DEPARTMENTS AND OTHER AGENCIES WITH AUTHORITY. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECTS AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED FOR CONSTRUCTION MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS OR HER WORK.

KEY TO DETAIL LOCATION  
 No. DETAIL NUMBER  
 No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No. (DD/MM/YY)	BY	DATE
ISSUED FOR PERMITTING	1	MB	09.08.20
ISSUED FOR ZONING	2	MB	09.08.20
ISSUED FOR ZONING	3	MB	22.09.20

ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED  
 REVISIONS TO DRAWING No. (DD/MM/YY) BY DATE  
 NOT FOR CONSTRUCTION

BUILDING PERMIT NUMBER:  
 NOT FOR CONSTRUCTION WITHOUT PERMIT

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 LICENCE NO. 19384

HOMES BY  
**Desantis**  
 The Mark of Excellence

6 DORAN AVE  
 GRIMSBY, ONTARIO

DRAWING SHEET TITLE:  
 PARKING LEVELS  
 87 UNITS - 4 STOREY

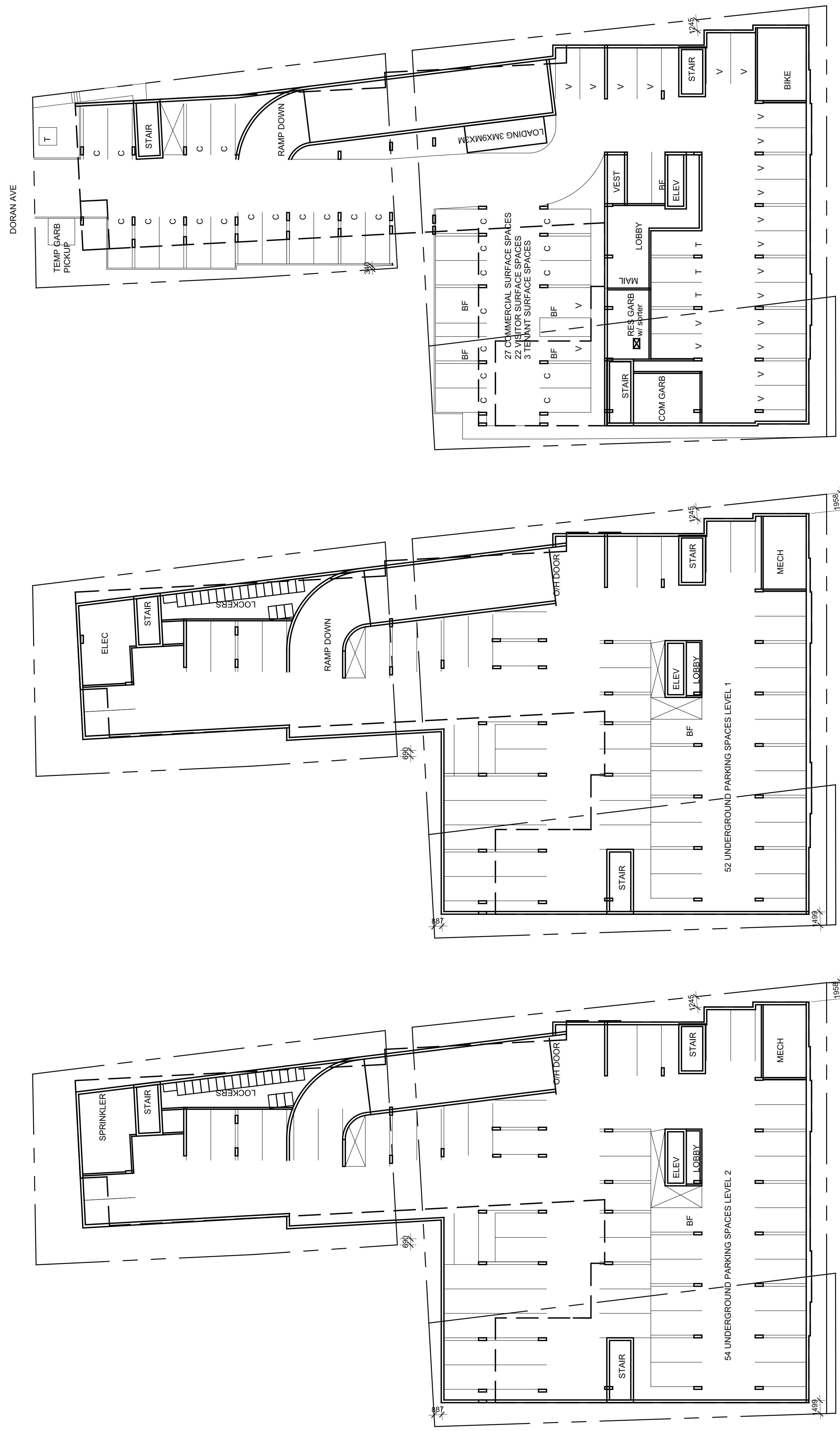
DRAWING SCALE: 1:150  
 PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:  
 DRAWING VERSION: 001  
 PLOT DATE: September 22, 2020  
 DRAWING SHEET NUMBER: UG1

REVIEW SUBMITTAL  
**Desantis**  
 GABRIEL DESANTIS  
 REVIEWED  
 REVIEWED AS NOTED  
 NOT APPROVED  
 REVISE AND RESUBMIT  
 DATE:

REQUIRED	PROVIDED
10	10
17	17
109 (106 SECURE)	109 (106 SECURE)
22	22
131 TOTAL RESIDENTIAL	131 TOTAL RESIDENTIAL
158	158 PROVIDED

COMMERCIAL 80% = 9.2  
 3465 SF RESTAURANT (1000sf DINING) 80% = 16.5  
 UNIT @ 1.25 = 108.75  
 VISITOR @ 0.25 = 21.75  
 TOTAL RESIDENTIAL @ 1.5 PER 158

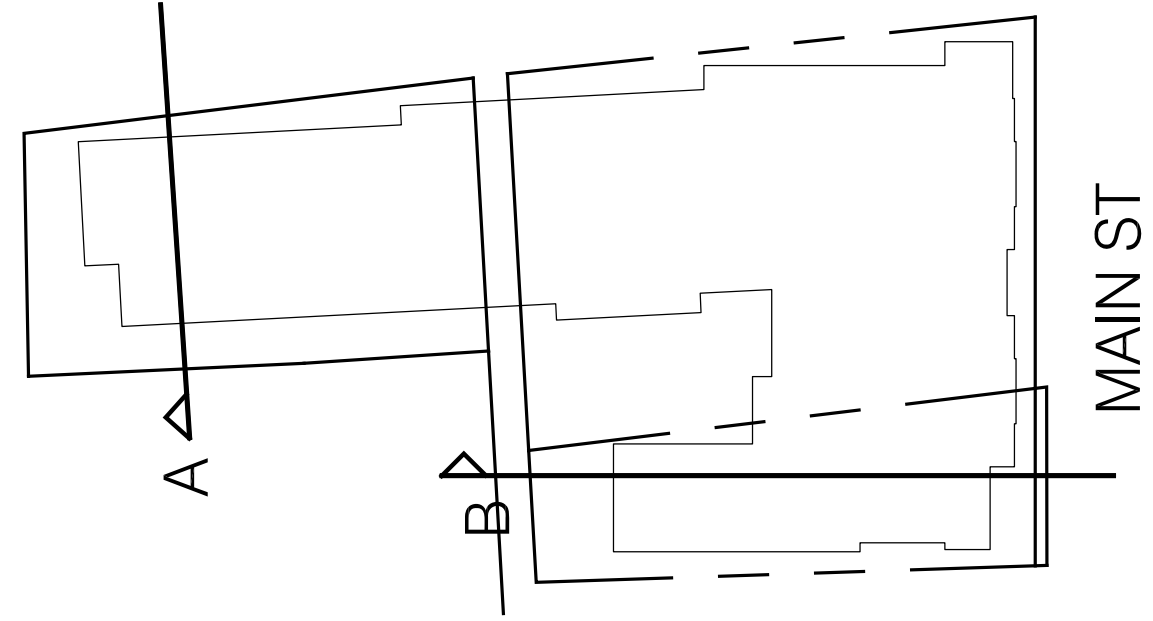
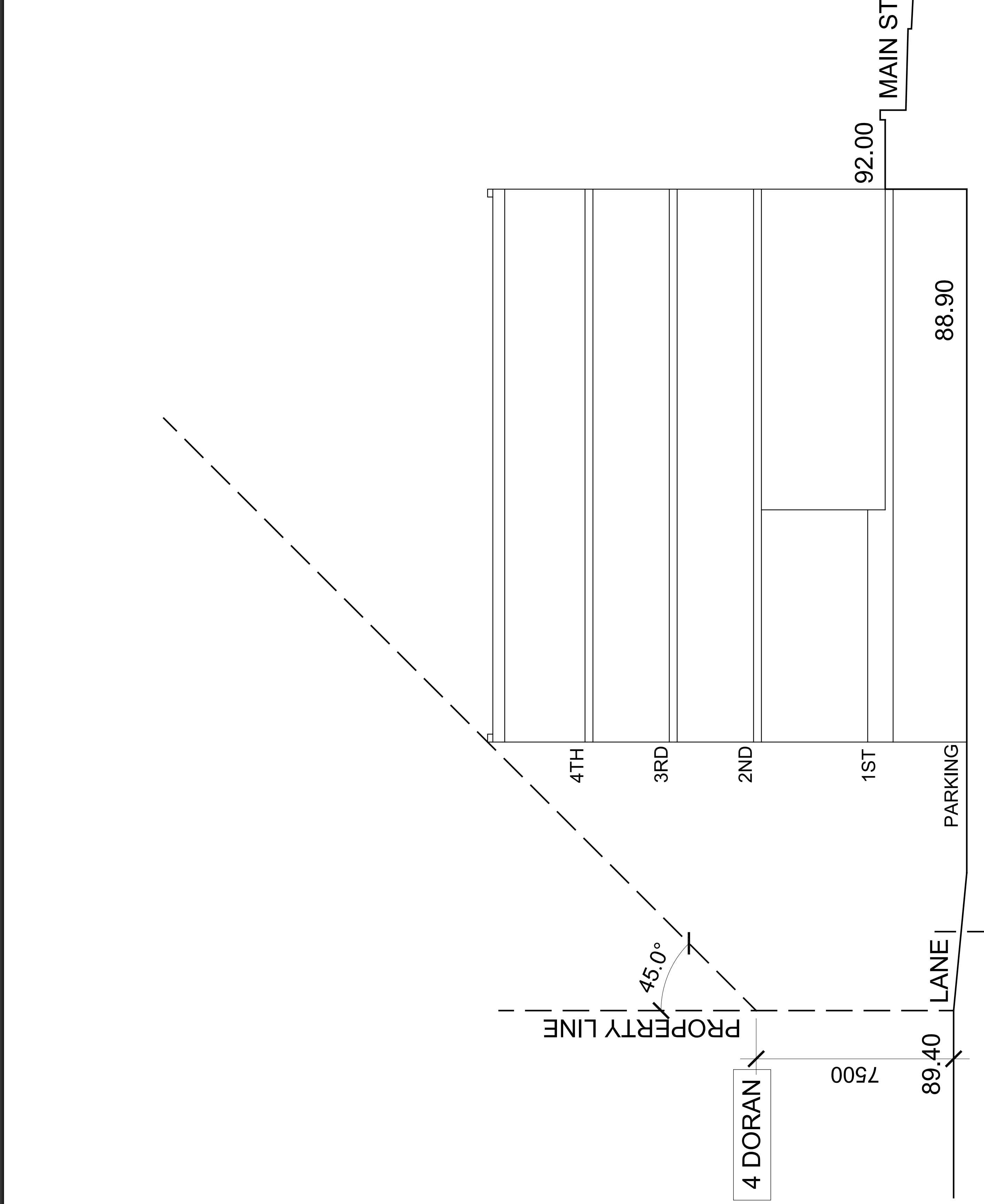
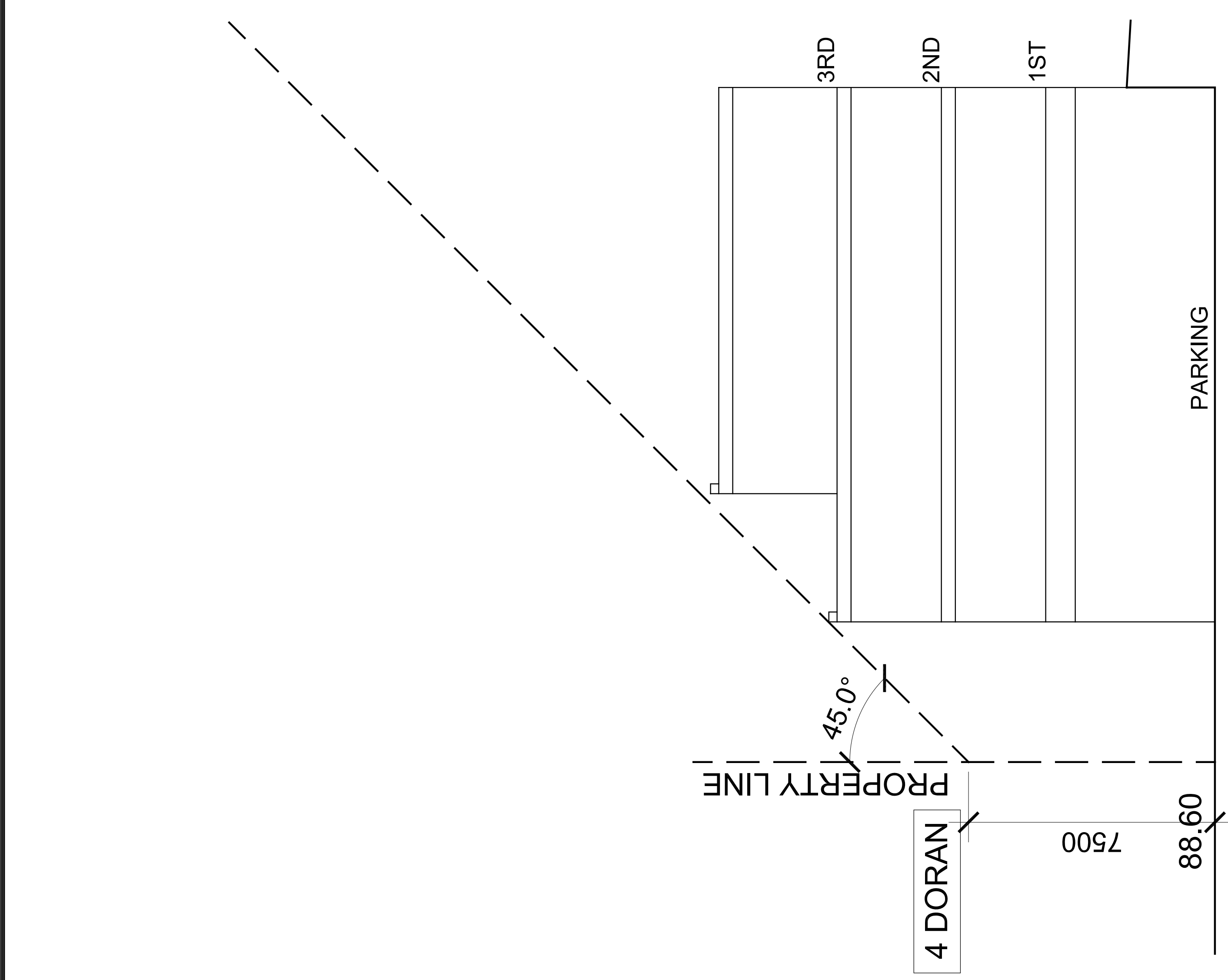


GROSS ENCLOSED 1014 m2  
 SURFACE PARKING LEVEL

GROSS ENCLOSED 2507 m2  
 PARKING LEVEL 1

GROSS ENCLOSED 2507 m2  
 PARKING LEVEL 2





CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND ZONING REGULATIONS. ALL PERMITS MUST BE OBTAINED PRIOR TO COMMENCEMENT OF WORK. ALL DRAWINGS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEE RECEIVED. THE ARCHITECT DOES NOT ACCEPT LIABILITY FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING.

KEY TO DETAIL LOCATION

No. DETAIL NUMBER

No. DRAWING SHEET NUMBER

DRAWING SETS ISSUED	No.	(DD.MM.YY)	BY
ISSUED FOR PERMITTING	1	09.08.20	MR.
ISSUED FOR CONSTRUCTION	2	09.08.20	MR.

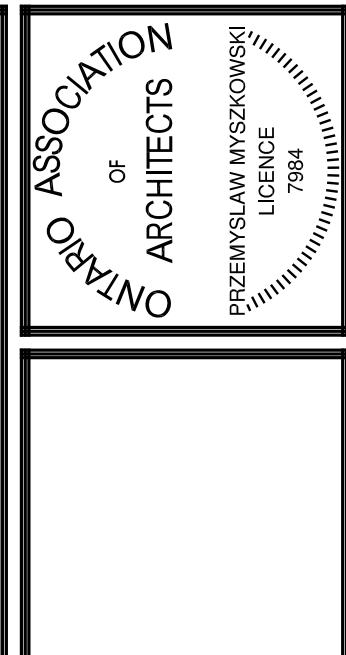
REVISIONS TO DRAWING	No.	(DD.MM.YY)	BY
NOT FOR CONSTRUCTION			

BUILDING PERMIT NUMBER:

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HOMES BY DESANTIS

6 DORAN AVE  
GRIMSBY, ONTARIO

ANGULAR PLANE

DRAWING SCALE: 1:150

PROJECT NUMBER: 17010

DRAWN BY: CHECKED BY:

DRAWING VERSION: 001

PLOT DATE: June 9, 2020

DRAWING SHEET NUMBER: SP2





**Ramsay Planning Inc.**

**Appendix B**  
**Revised Site Specific Official Plan**  
**Policy**

- 3.5.3.13 On the properties identified as 21-23 Main Street East and 6 Doran Avenue:
- (a) A maximum building height of four storeys shall apply to:
    - (i) the portion of the building fronting onto Main Street East, with the first storey being the storey closest to grade along Main Street East; and
    - (ii) the portion of the building fronting onto Doran Avenue, with the first storey being the storey closest to grade along Doran Avenue.
  - (b) Residential apartments may be permitted on the first storey of the portion of the building fronting onto Main Street East provided a minimum combined floor area of 600 m<sup>2</sup> for non-residential uses is maintained in this area."



**Ramsay Planning Inc.**

**Appendix C  
Revised Zoning By-law Amendment**

**The Corporation of the Town of  
Grimsby By-law No. 2020-XXX**

**A By-law to Amend By-law 14-45, as  
Amended**

**(21-23 Main Street East and 6 Doran  
Avenue)**

**Whereas** the Council of the Corporation of the Town of Grimsby deems it expedient to amend By-law No. 14-45, as amended;

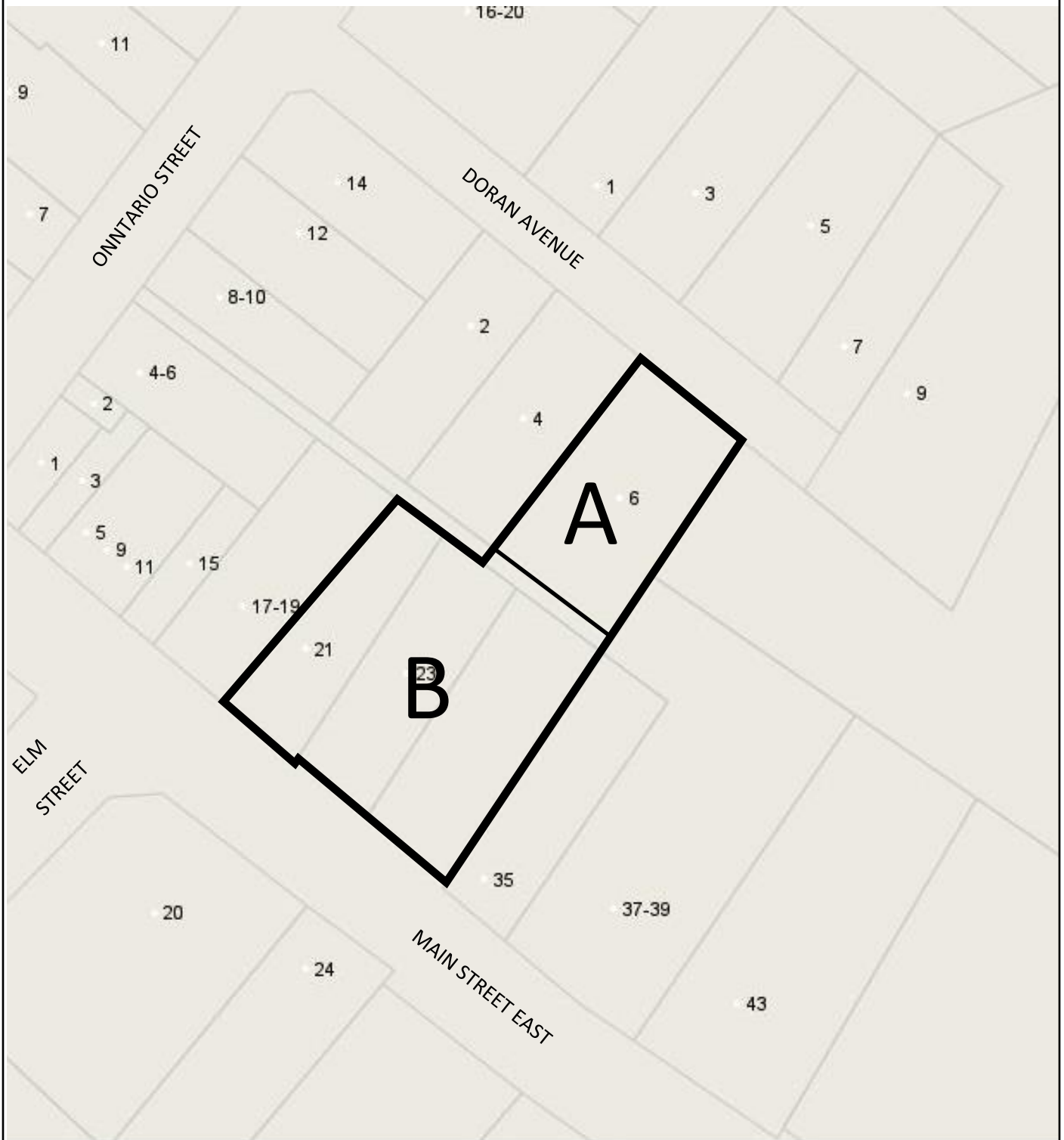
**Now therefore** the Council of the Corporation of the Town of Grimsby enacts as follows:

1. Schedule 12B of By-law No. 14-45, as amended, is hereby further amended by adding exception number XXX to the lands shown on Schedule "A" to this By-law as Subject Lands.
2. Table 15: Permitted Use, Lot, Building, and Structure Exceptions of Section 8.0 Downtown Zones of By-law No. 14-45, as amended, is hereby further amended by adding the row identified on Table "A" to this by-law.

AS APPROVED PURSUANT TO LOCAL PLANNING APPEAL  
TRIBUNAL ORDER/DECISION: \_\_\_\_\_.



**SUBJECT LANDS – MODIFY EXISTING DMS ZONE**



THIS IS SCHEDULE "A" TO BY-LAW NO. 2020-XXX  
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FILE NUMBER

PAGE 2 OF 3

\_\_\_\_\_  
MAYOR

26Z-16-1710

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE TOWN OF GRIMSBY

SCALE

NOT TO SCALE

EDC\_LAW 2239230\1

**Table "A" to By-law No. 2020-XXX  
Permitted Use, Lot, Building and Structure Exceptions**

Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
XXX	2020-XXX	Lots 312, 315, 316 & 317, Corporation Plan No. 4 – 23 Main Street, Town of Grimsby	DMS	Dwelling units on the first storey, to the rear of non-residential units fronting onto Main Street East.		<ul style="list-style-type: none"> <li>• Maximum number of dwelling units: 87</li> <li>• Minimum Interior Side Yard Setback abutting 4 Doran Avenue: 1.3 metres abutting the first floor containing residential units, 3.8 metres abutting the second floor containing residential units</li> <li>• Maximum Interior Side Yard Setback: 5.1 metres</li> <li>• Minimum Rear Yard Setback: 4.7 metres</li> <li>• Maximum Building Height: <ul style="list-style-type: none"> <li>• Area A on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Doran Avenue</li> <li>• Area B on Schedule A to By-law No. 2020-XXX: the lesser of 16 metres or 4 storeys as measured at the lot line abutting Main Street East</li> </ul> </li> <li>• Maximum Width of Individual Retail / Commercial Unit: 14 metres except that the maximum width of a unit containing a restaurant shall be 23 metres</li> <li>• Minimum Retail/Commercial Floor Area: 600 square metres abutting Main Street East</li> <li>• Minimum public gross floor area for a restaurant use: 93 square metres</li> <li>• Minimum parking for a restaurant: as per Section 5.0 or a minimum of 17 spaces, whichever is greater</li> <li>• Minimum parking for combined retail/commercial uses, other than restaurants: as per Section 5.0 or a minimum of 10 spaces, whichever is greater</li> <li>• Minimum Number of Accessible Parking Spaces: 1 space per 31 standard parking spaces</li> <li>• Minimum Accessible Parking Space Dimension: <ul style="list-style-type: none"> <li>o Type A 2.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle,</li> <li>o Type B 3.4 metres width x 5.75 metres length, plus 1.5 metre painted access aisle</li> </ul> </li> <li>• Minimum Number of Loading</li> </ul>



Site Specific	By-law #	Address	Zone	Additional Permitted Uses	Sole Permitted Uses	Lot Building and Structure Exceptions
						Spaces: 1 Space <ul style="list-style-type: none"> <li>• Minimum Loading Space Size: 3 metres in width x 9 metres in length x 3 metres in height</li> </ul>