

AGGREGATE IMPACT ASSESSMENT

**6622 BANK STREET
PART OF LOT 13, CONCESSION 6
WARD OF OSGOODE
CITY OF OTTAWA**

August 2010

Prepared for:

SHIPMAN SURVEYING LTD.
Canada & Ontario Land Surveyors
6563 4th Line Road (Main Street)
P.O. Box 53
North Gower, Ontario
K0A 2T0

Prepared by:

J.L. RICHARDS & ASSOCIATES LIMITED
864 Lady Ellen Place
Ottawa, Ontario
K1Z 5M2

JLR 24485

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1.0 INTRODUCTION

J.L. Richards & Associates Limited (JLR) has been retained by Shipman Surveying Ltd. to prepare an Aggregate Impact Assessment in support of a Consent Application. The approximate 18.4 ha parcel of land is located in Part of Lot 13, Concession 6, in the Ward of Osgoode, known municipally as 6622 Bank Street. The subject property is currently a Greenfield in the Rural Area and is zoned in the City of Ottawa comprehensive Zoning By-law as both Rural and Rural Heavy Industrial.

The objective of this Aggregate Impact Assessment is to evaluate the potential for land use impacts related to the proposed severance application. The Report assesses whether the proposed severance will have an impact upon the aggregate resource and operation. Likewise, the Report will also evaluate whether the aggregate operation will have an impact upon the proposed development, by considering the compatibility between the rural heavy industrial lots and the existing limestone operation. If necessary, the Report will also offer recommendations on how to best mitigate the potential impacts.

The City of Ottawa requires this Report as part of a complete application for the consent application. Consistent with Section 4.3 of the Ministry of Natural Resources' (MNR) "Mineral Aggregate Resource Reference Manual", this Report is not meant to be read as a comprehensive planning rationale, but rather, it deals with planning matters as they pertain to mineral aggregate impacts.

1.1 Planning Context

The Provincial Policy Statement (2005) (PPS) provides policies on the protection of mineral aggregate resources related to both provincial and local planning interests. Similarly, the City of Ottawa Official Plan also provides guidance on the protection of the resource.

Section 2.5 of the PPS outlines the policies related to Mineral Aggregate Resources. In particular, Section 2.5.2.4 states:

Mineral aggregate operations shall be protected from *development* and activities that would preclude or hinder their expansion or continued use or which would be incompatible for reasons of public health, public safety or environmental impact.

Further, Section 2.5.2.5 states that:

In areas adjacent to or in known deposits of *mineral aggregate resources*, *development* and activities which would preclude or hinder the establishment of new operations or access to the resources shall only be permitted if:

- (a) resource use would not be feasible; or
- (b) the proposed land use or development serves a greater long-term public interest; and
- (c) issues of public health, public safety and environmental impact are addressed.

The subject site's proximity to the Mineral Aggregate Resource has triggered this analysis as a part of a due diligence process.

The City of Ottawa's Official Plan also provides policy guidance with regard to development in close proximity with a Mineral Aggregate Resource. In particular, Policy 3.7.4.10 deals with the development restrictions as they pertain to lands adjacent to a mineral resource. It states that:

Limited types of new development may be approved within 500 metres of a Limestone Resources Area or within 300 metres of a Sand and Gravel Resource Area, provided such development does not conflict with future mineral aggregate extraction. Examples of conflicting land uses that will not be considered include dwellings or lodging places (motels, camp grounds, nursing homes, etc.).

Policy 3.7.4.11 of the Official Plan goes further by stating:

Where there is an existing licensed pit or quarry, development may be approved within the area of potential impact, referenced in Policy 10, where an impact assessment study is completed and demonstrates that the mineral aggregate operation, including future expansion in depth or extent, will not be affected by the development.

Official Plan Amendment 76 has added to Policy 13, which states:

The City will permit the creation of new lots in the Limestone Resource Areas and on lands within the influence areas, identified in Policy 10, where the following criteria are met:

- (c) where the severance is within an influence area identified in Policy 10 it must also be permitted by and be consistent with the policies of the underlying designation of the land.

As the subject site is located within the 500 metre influence area, this Mineral Impact Assessment must determine that the aggregate resource will not be adversely affected by the proposed Rural Heavy Industrial lots. The PPS is designed to protect the resource, along with its related operations. Since the proposed severance is not immediately adjacent to the Limestone Resource Area, this Report will demonstrate the compatibility between the Rural Heavy industrial lands and the resource area.

1.2 Location and Site Description

The subject property is located in Part of Lot 13, Concession 6, in the Ward of Osgoode, known municipally as 6622 Bank Street, in the City of Ottawa. The site is located on the west side of Bank Street in Greely. The site is comprised of approximately 18.4 hectares, with approximately 421 metres of frontage along Bank Street and, on the western limits, approximately 295 metres of frontage on Grey's Creek Road.

The Limestone Resource Area is located on the east side of Bank Street behind several large parcels that are currently zoned Rural Commercial and Rural Heavy Industrial. The aggregate resource is approximately 40.5 hectares (100 acres), with 400 metres of frontage on John Quinn Road. The point of access to and from the aggregate resource is from Stone School Road. (Refer to Appendix 'B')

It is important to note that the subject site and Limestone resource are not adjacent to one another, with the closest distance being approximately 385 metres. In essence, this puts only a small portion of the severed lands within the 500 metre influence area. (Refer to Appendix 'A')

1.3 The Proposal

The Consent Application proposes to sever the subject site along the current zoning line effectively splitting the parcel between the Rural Heavy Industrial and General Rural Designations. The heavy industrial area is to be further severed into three parcels (7.6 ha, 2 ha and 2 ha parcels, respectively), with all three parcels gaining access from Bank Street. The proposed severed portion would create three lots zoned Rural Heavy Industrial and would not be considered as development that would conflict with the future mineral aggregate extraction. The retained rural lot includes an area of approximately 7.2 hectares, with frontage on Grey's Creek Road.

Refer to the proposed Reference Plan found in Appendix 'A'.

2.0 IMPACT ASSESSMENT

2.1 Description of Limestone Resource

The mineral resource, known as the Greely Quarry, is owned and operated by Cornwall Gravel Co. Ltd. (License No. 4075). The quarry is located east of Highway 31 (Bank Street) in Part of Lots 14 and 15, Concession 6 in the former Township of Osgoode. The Site Plan proposes to excavate to an approximate elevation of 60 metres A.S.L., or for an approximate depth of 30.5 metres. Any future expansion of the quarry is proposed to be towards the north, east and south of the existing operation, within lands zoned mineral Extraction (ME) or Mineral Reserve (MR). (Refer to Appendix 'B')

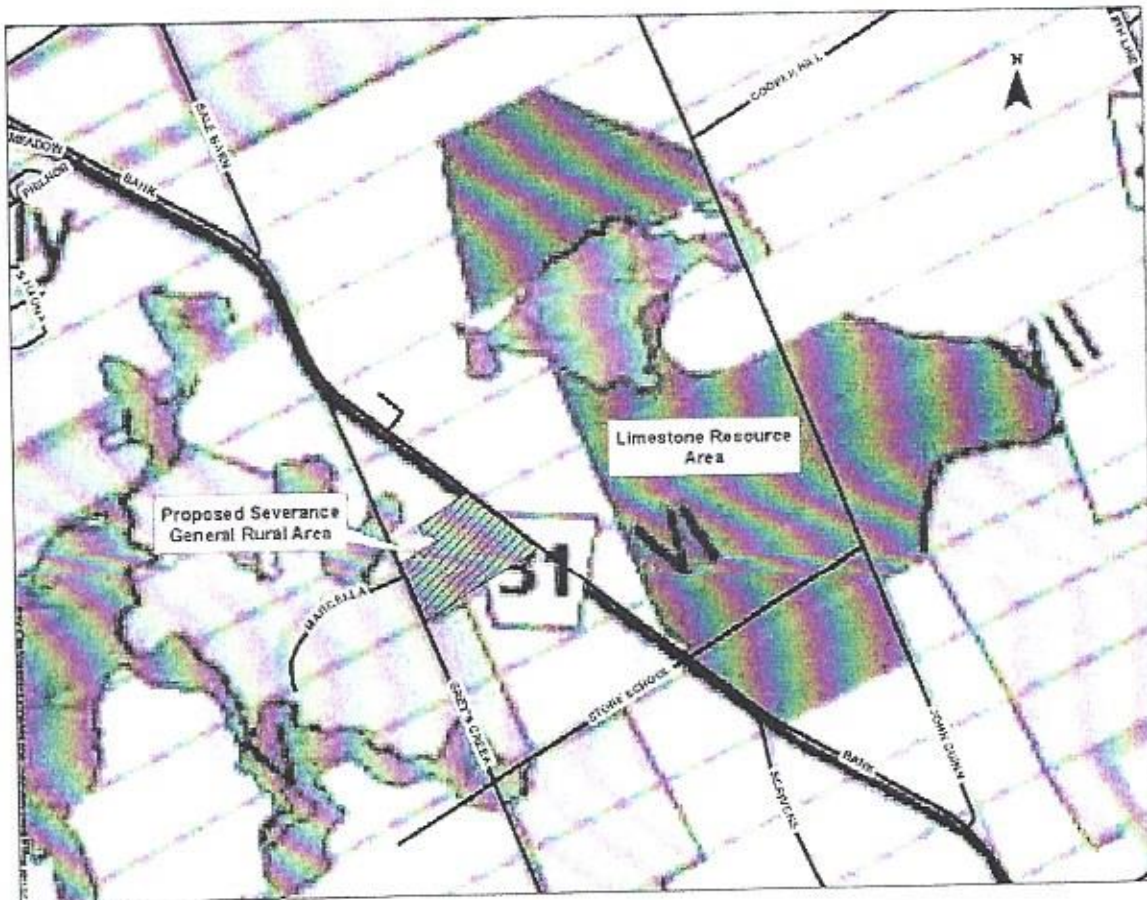
2.2 Land Use Compatibility

The Official Plan requires an influence area surrounding the Mineral Aggregate Resource as a means of protecting the resource and/or operation from the encroachment of incompatible uses. Likewise, the concept is designed to protect existing and proposed non-aggregate related land uses within the vicinity of mineral resources and/or operations. The influence area around quarries is generally 500 metres and is not a strict buffer or setback, but rather an area where impacts may occur or may be experienced. In the context of this consent proposal, the influence area is used to evaluate the potential impacts of the severance on the resource and/or operation, as well as the possible impacts of the resource and/or operation on the proposed land use as a result of the severance.

2.2.1 Protection of Identified Resource and Operations

The Limestone resource is the only licensed pit or quarry within 1 kilometer of the proposed severance. There exists a resource extraction operation approximately 2 kilometers to the west of the proposed severance, well beyond the influence area. For the purpose of this severance application, the limestone quarry, located approximately 385 metres to the east, will be examined.

The City of Ottawa Official Plan designates the east side of Highway 31 as a Limestone Resource Area. The proposed severance lands are designated as General Rural Area.



Excerpt from the City of Ottawa Official Plan Schedule 'A'

The proposed severance is on the west side of Highway 31 (Bank Street), whereas the mineral resource is located on the east side of Highway 31. In this instance, the severance is well away from the mineral resource.

As per the City of Ottawa's comprehensive Zoning By-law (2008-250), the lands located to the north and to the east of the licensed limestone quarry are identified as Mineral Reserve (refer to Appendix 'B'). The proposed land severance will not hinder the future development or expansion of the quarry operations, as per the Provincial Policy Statement (2005). In this regard, the current operation and any expansion of the quarry will be safeguarded for future extraction of the resource.

2.2.2 Impact of the Existing Quarry on the Proposed Severance

As outlined in the City of Ottawa Official Plan, new and/or existing aggregate resource operations have the potential to create conflicts with surrounding non-aggregate land uses. These conflicts relate to matters of public health, safety and environmental impact. As a result of the aggregate operations, the following impacts must be examined as they relate to the proposed severance:

2.2.2.1 Noise

There is always a potential for the existing quarry to generate noise in association with extraction, processing, refuelling and haulage of materials. In this instance, the noise associated with the extraction and processing of materials is doubtful to be offensive, given that the quarry is already at a significant distance separated by existing Rural Heavy Industrial uses, Rural Commercial uses and Highway 31 in between the proposed lots and acting as a buffer.

Noise associated with truck traffic is also not a concern, given that the point of access for the limestone resource is located at Stone School Road.

2.2.2.2 Traffic

As noted above, the only available access to the mineral aggregate resource is from Stone School Road. Traffic generated from the existing quarry is unlikely to affect the proposed severance.

2.2.2.3 Dust

Dust impacts associated with the operation of the limestone quarry are expected to be minimal, if at all. The operator of the resource is responsible for mitigating any impacts created by dust, as required by conditions of the Ministry of Natural Resources under the *Aggregate Resources Act*. Dust control on haul roads and access roads is typically done through the use of water or other approved dust suppressants.

2.2.2.4 Vibration

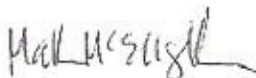
Vibrations emitted from the blasting of rock during extraction activities are typical in the areas immediately adjacent to the resource. The existing quarry's location in relation to the proposed severance is at a far enough distance that vibrations will not be a factor. Possible vibrations should be taken into account during the design of any foundation.

3.0 SUMMARY

This Aggregate Impact Assessment demonstrates that the proposed severance will not have any effect on the mineral resource operation or its future expansion. Similarly, the current operation and extraction of the resource will not have any adverse effect on the newly created rural heavy industrial lots. The proposed lots are located outside of the resource area and are separated by Highway 31 and Rural Commercial and Rural Heavy Industrial lots.

As demonstrated in this Report, the Application for Consent is consistent with the Provincial Policy Statement (2005) and has regard to both the City of Ottawa's Official Plan and Zoning By-law.

Prepared by:



Matthew McElligott

Reviewed by:



Marc Rivet, MCIP, RPP

APPENDIX 'A'

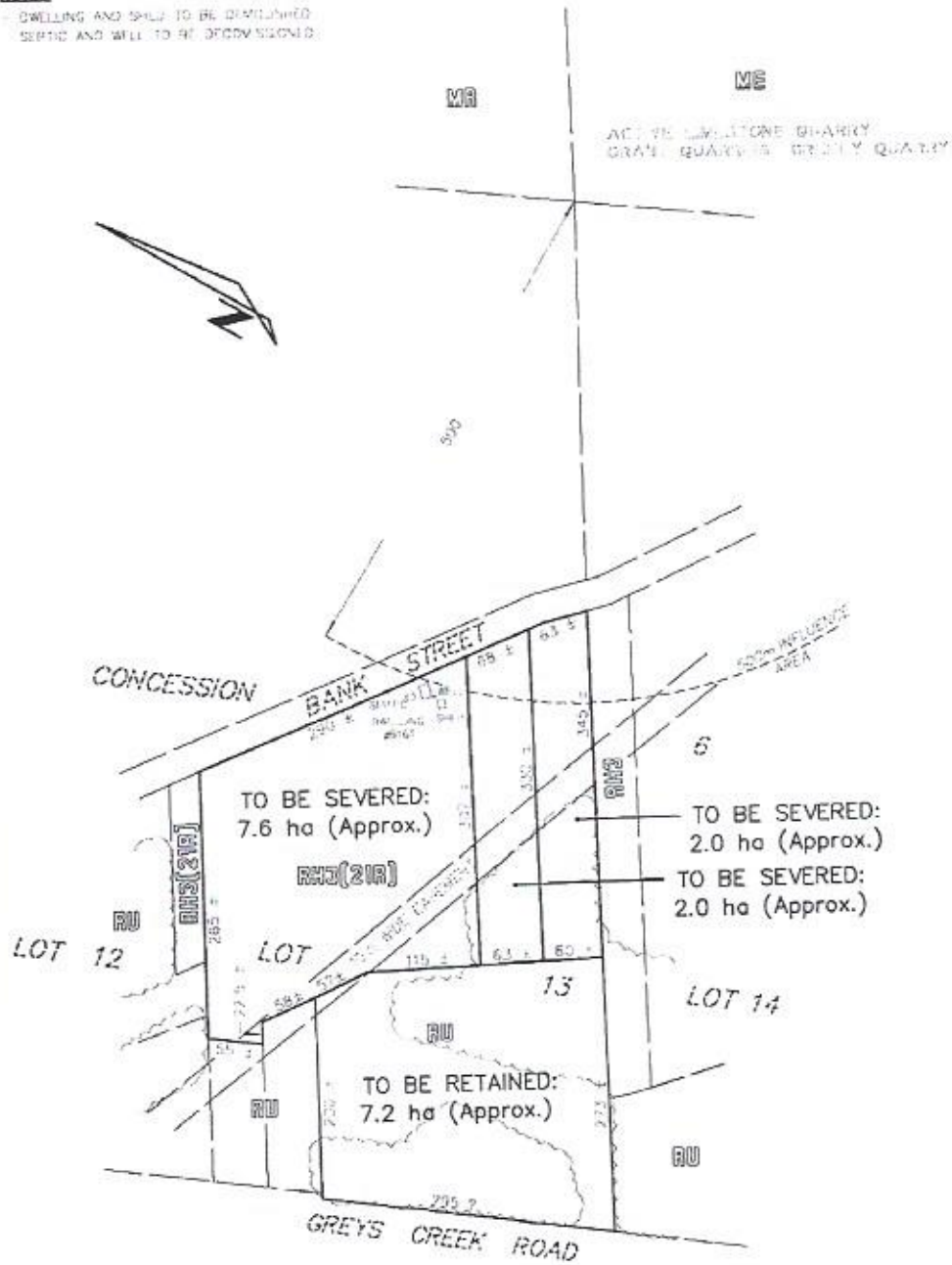
PROPOSED REFERENCE PLAN

SKETCH FOR COMMITTEE OF ADJUSTMENT APPLICATION:

PART OF LOT 13
 CONCESSION 6
 GEOGRAPHIC TOWNSHIP OSGOODE
 CITY OF OTTAWA
 SCALE 1:5000 (Metric)

NOTES

- DWELLING AND SHED TO BE DEMOLISHED
- SEPTIC AND WELL TO BE RECOMMISSIONED







Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of June 2010

BUYER, Michel Charron in trust-For a company to be incorporated., agrees to purchase from
(Full legal names of all Buyers)

SELLER, Lloyd Lynch c/o Joy Bicker POA, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: 6622 Bank St.25 acres more or less w/easement fronting on the West side
of Bank St in the City of Ottawa-Osgoode Ward

and having a frontage of 1369.0 ft more or less by a depth of 800.0 ft more or less
and legally described as Conc 6, West Part Lot 13, Less RP-5R-9752 Parts 1-3 Osgoode Ward, Ottawa
25 acres more or less w/home and buildings(subject to severance) w/ hydro easement (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDN\$) 460,000.00

Four Hundred Sixty Thousand Dollars

DEPOSIT: Buyer submits Herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN\$) 10,000.00

by negotiable cheque payable to PRUDENTIAL TOWN CENTRE REALTY INC. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and "B" attached hereto form(s) part of this Agreement.

- IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 801 p.m. on
(Seller/Buyer)
the 23rd day of June 2010, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
- COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the to be determined day

of as agreed, 2010. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

- NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. 613-828-3161 (For delivery of notices to Seller) FAX No. 613-828-3161 (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



4. CHATELS INCLUDED:

Existing home and buildings "AS IS" no warranties

5. FIXTURES EXCLUDED:

Personal items, appliances, furniture

6. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: None

7. GST/HST: If the sale of the property (Real Property as described above) is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) then such tax shall be in addition to the Purchase Price. If the sale of (included in/in addition to)

the property is not subject to GST or HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to GST or HST. Any HST on chattels, if applicable, is not included in the purchase price. TBA

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of as agreed TBA, 2010 (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (residence with outbuildings on 25 acres zoned as RH3) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada),

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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 substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) Dan Morris (Buyer) Michel Charron in trust (Seal) DATE.....
..... (Witness) (Buyer) (Seal) DATE.....

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Seller) Lloyd Lynch c/o Joy Bicker (Seal) DATE.....
..... (Witness) (Seller) (Seal) DATE.....

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) DATE.....
--------------------	-------------------	---------------------------

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all

changes both typed and written was finally accepted by all parties at..... a.m./p.m. this..... day of June....., 20¹⁰.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage.....	PRUDENTIAL TOWN CENTRE REALTY INC.	Tel.No. (613)828-8010
1130 MORRISON DRIVE, SUITE 280	OTTAWA	
Co-op/Buyer Brokerage.....		Tel.No.....

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

..... DATE.....
(Seller)

..... DATE.....
(Seller)

Address for Service.....
..... Tel.No.....

Seller's Lawyer.....

Address.....

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

..... DATE.....
(Buyer)

..... DATE.....
(Buyer)

Address for Service.....
..... Tel.No.....

Buyer's Lawyer.....

Address.....

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: **PRUDENTIAL TOWN CENTRE REALTY INC.**
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)





Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Michel Charron in trust-For a company to be incorporated....., and

SELLER, Lloyd Lynch c/o Joy Bicker POA.....

for the purchase and sale of 6622 Bank St,25 acres more or less w/casement.....

Ottawa-Osgoode Ward K0A 2P0 dated the 22nd..... day of June....., 2010.....

Buyer agrees to pay the balance as follows:

To the seller on completion by cash or certified cheque subject to the usual adjustments:

Provided that the buyer at his own expense within 15 days after the date of acceptance of this offer:

- 1- Will be able to obtain financing to purchase the property.
- 2-Will be satisfied in his own discretion as to the zoning of the property being suitable for his intended use.
- 3-Will be satisfied with an inspection of the land and buildings by an inspector of his choice.
- 4-Will have his lawyer's approval as to the content of the offer.
- 5-Will be able to confirm the size and acreage of the property to his satisfaction.

The above conditions are inserted for the benefit of the buyer and may be waived by him at any time during the time as stated above otherwise this offer shall be null and void and the buyers deposit shall be returned to him in full without penalty or interest.

Also provided that the seller at his own expense within 15 days after the date of acceptance of this offer:

- 1-Will have his lawyers approval as to the content of the offer.

This condition is inserted for the benefit of the seller and may be waived by him at any time during the time as stated above otherwise this offer shall become null and void and the buyers deposit shall be returned to him in full without penalty or interest.

The seller agrees to allow the buyer access to the property to do any inspections,soil testing or measuring of the property as the buyer sees necessary to complete investigations of the property as described in the agreement.

The buyer will leave the property in as clean condition as possible after any disturbance of soil from investigations..

The seller authorizes the buyer at the buyer's sole expense to:

Make application to the City of Ottawa to sever the 25 acres zoned RH3 from the existing 45 acre parcel of land.

The buyer will be responsible for all costs for the above application including but not limited to:

Surveying fees,legal fees,all City and municipal fees related to the severance.

The seller and buyer are aware that the severance application and approval may require 60-120 days for processing by City of Ottawa Committee of adjustment and both parties to the agreement consent to a reasonable extension of the severance process after 90 days from the date of the original application by the buyer if necessary.

It is agreed that the completion date will be within 30 days after the date of final consent of severance by City of Ottawa of the subject property from the 45 acres.

The seller will be responsible only for legal fees to his lawyer for transfer of the property and consultations as he deems necessary to complete the transaction.

Both buyer and seller agree that there exists a hydro easement on the property.

The buyer will allow the seller to maintain residence in the home on the property for a period not to exceed 24 months after the date of completion at no addition charges or rental fees to the seller.

The seller will be responsible for all utility costs in the home and buildings and insurance coverage on contents at the sellers discretion during the period of occupancy by the seller.

This form must be initialed by all parties to the Agreement of Purchase and Sale..

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 





Schedule "B" Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Michel Charron in trust, and

SELLER, Lloyd Lynch c/o Joy Bicker POA

for the property known as 6622 Bank St-Osgoode Ward-Ottawa

..... dated the 22nd day of June 2010

Also :During the occupancy period by the seller:

It is agreed that the buyer will not maintain any form of fire insurance on the home or outbuildings after completion date.
It is agreed that the buyer will not be liable for any maintenance costs, damage or loss to the home, buildings or contents thereof after completion date.

It is agreed that the buyer will not disturb the soils or any vegetation on the property within 30 metres of the home or any outbuildings when undertaking any development work on the property.

It is agreed that the buyer will take reasonable precaution so as not to disturb the seller and allow the seller as reasonable as possible a peaceful existence.

It is agreed that after 180 days from the date of acceptance of this agreement if evidence of final consent of severance is not received by the buyers from City of Ottawa that this agreement may be mutually terminated or extended if so agreed and the buyers deposit shall be returned to him in full without penalty or interest if the agreement is terminated.

It is agreed that Prudential Town Centre Realty is representing the interests of the buyer and seller in this transaction under the terms of Dual Agency as previously explained to both parties by the listing sales representative Dan Morris

Confirmation of cooperation and representation is attached.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 





Confirmation of Co-operation and Representation

Form 320
for use in the Province of Ontario

BUYER: Micel Charron in trust

SELLER: Lloyd Lynch

6622 Bank St, 25 acres w/home&buildings

For the transaction on the property known as: For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant and a "sale" includes a lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

MULTIPLE REPRESENTATION

The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Broker has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.

However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage:

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

[Name of Listing Brokerage] _____
 Tel: _____ Fax: _____
 Date: _____
 (Authorized to bind the Listing Brokerage)
 (Print Name of Broker/Salesperson Representative of the Brokerage)

PRUDENTIAL TOWN CENTRE REALTY INC.
 (Name of Co-operating/Buyer Brokerage)
 1130 MORRISON DRIVE, SUITE 200, OTTAWA
 Tel: (613)828-8010 Fax: (613)828-3161
 Date: _____
 (Authorized to bind the Co-operating/Buyer Brokerage)
DAN MORRIS
 (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction.)

The Seller/Buyer consent with their initials to their Brokerage representing more than one client for this transaction.

SELLER'S INITIALS

BUYER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Seller) Lloyd Lynch Date: _____

(Signature of Buyer) Michel Charron In Trust Date: _____

(Signature of Seller) Joy Bicker Date: _____

(Signature of Buyer) Date: _____