

**For Office Use Only:**

|                          |       |                             |       |
|--------------------------|-------|-----------------------------|-------|
| File Number              | _____ | Application Fee             | _____ |
| Related File Number      | _____ | Conservation Authority Fee  | _____ |
| Pre-consultation Meeting | _____ | Well & Septic Info Provided | _____ |
| Application Submitted    | _____ | Planner                     | _____ |
| Complete Application     | _____ | Public Notice Sign          | _____ |

**Check the type of planning application(s) you are submitting.**

- ☒ Consent/Severance/Boundary Adjustment
- ☐ Surplus Farm Dwelling Severance and Zoning By-law Amendment
- ☐ Minor Variance
- ☐ Easement/Right-of-Way

**Property Assessment Roll Number:** 49311039400

**A. Applicant Information**

**Name of Owner** Andrew & Faye Ferraccioli

It is the responsibility of the owner or applicant to notify the planner of any changes in ownership within 30 days of such a change.

**Address** 1 Harold Ave

**Town and Postal Code** Turkey Point, Ont. NOE-1T0

**Phone Number** \_\_\_\_\_

**Cell Number** 519-755-9091

**Email** ferraccioli.family@gmail.com

**Name of Applicant** Anthony & Elizabeth Ferraccioli

**Address** 55 Cedar Dr

**Town and Postal Code** Turkey Point, On NOE-1T0

**Phone Number** 519-751-4163

**Cell Number** 519-802-3116

**Email** tony.ferraccioli@hotmail.com

4. Please describe **all existing** buildings or structures on the subject lands and whether they are to be retained, demolished or removed. If retaining the buildings or structures, please describe the type of buildings or structures, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

Part-1 - Utility shed remains - 9.2sqm 3.4m tall

5. If an addition to an existing building is being proposed, please explain what it will be used for (for example a bedroom, kitchen, or bathroom). If new fixtures are proposed, please describe.

N/A

6. Please describe **all proposed** buildings or structures/additions on the subject lands. Describe the type of buildings or structures/additions, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

N/A

7. Are any existing buildings on the subject lands designated under the *Ontario Heritage Act* as being architecturally and/or historically significant? Yes ☐ No ☒

If yes, identify and provide details of the building:

8. If known, the length of time the existing uses have continued on the subject lands:

Residential

9. Existing use of abutting properties:

Residential

10. Are there any easements or restrictive covenants affecting the subject lands?

☐ Yes ☒ No If yes, describe the easement or restrictive covenant and its effect:

### C. Purpose of Development Application

*Benefitting lot + Conveyed lands*

Note: Please complete all that apply. Failure to complete this section will result in an incomplete application.

*Retained lot - Cedar Dr.*

#### 1. Site Information (Please refer to Zoning By-law to confirm permitted dimensions)

|                                 | Existing                          | Permitted             | Provision | Proposed | Deficiency                      |
|---------------------------------|-----------------------------------|-----------------------|-----------|----------|---------------------------------|
| Lot frontage                    | 10.4m                             | 30m                   |           |          | N/A                             |
| Lot depth                       | 39.5m                             |                       |           |          |                                 |
| Lot width                       | 16.5m                             |                       |           |          | N/A                             |
| Lot area                        | 398.8 sqm . 0.4 ha                |                       |           |          |                                 |
| Lot coverage                    | All Accessory Buildings 15%       | 10%<br>up to 100 sqf. |           |          | 5%                              |
| Front yard                      | main Building 4.3m<br>Deck - 2.6m | 6m                    |           |          | Deck 3.4m<br>1.7m main building |
| Rear yard                       | Deck 10m<br>Shed 12.4m            | 9m                    |           |          |                                 |
| Height                          | 4.5m                              | 11.1m                 |           |          |                                 |
| Left Interior side yard         | main dwelling 2.1m<br>0.7 shed    | 1.2m                  |           |          | Shed .05m                       |
| Right Interior side yard        | 1.9m dwelling<br>4.7m Shed        | 3m                    |           |          |                                 |
| Exterior side yard (corner lot) | N/A                               |                       |           |          |                                 |
| Parking Spaces (number)         | one                               |                       |           |          |                                 |
| Aisle width                     |                                   |                       |           |          |                                 |
| Stall size                      |                                   |                       |           |          |                                 |
| Loading Spaces                  |                                   |                       |           |          |                                 |
| Other                           | Useable floor Area 99.7 sqm       |                       |           |          | N/A                             |

### C. Purpose of Development Application

Note: Please complete all that apply. Failure to complete this section will result in an incomplete application. *Served Lot - 1 Harold*

#### 1. Site Information (Please refer to Zoning By-law to confirm permitted dimensions)

|                                 | Existing                               | Permitted           | Provision | Proposed | Deficiency |
|---------------------------------|--|---------------------|-----------|----------|------------|
| Lot frontage                    | 15.139m                                | 30m                 |           |          | N/A        |
| Lot depth                       | 27.1m                                  |                     |           |          |            |
| Lot width                       | 15.1m                                  |                     |           |          |            |
| Lot area                        | 415.606sqm                             | 0.4 ha              |           |          | N/A        |
| Lot coverage                    | <del>Accessory Building</del><br>13.9% | 10%<br>upto 100sqm. |           |          | 3.9%       |
| Front yard                      | 2.4m                                   | 6m                  |           |          | 3.6m       |
| Rear yard                       | 14.8m                                  | 9m                  |           |          |            |
| Height                          | 7.1m                                   | 11m                 |           |          |            |
| Left Interior side yard         | 1.6m                                   | 1.2m                |           |          |            |
| Right Interior side yard        | 2.1m                                   | 3m                  |           |          | 0.9m       |
| Exterior side yard (corner lot) | N/A                                    |                     |           |          |            |
| Parking Spaces (number)         | 2                                      |                     |           |          |            |
| Aisle width                     | N/A                                    |                     |           |          |            |
| Stall size                      | N/A                                    |                     |           |          |            |
| Loading Spaces                  | N/A                                    |                     |           |          |            |
| Other                           | Deck. Rear yard<br>10.3m               |                     |           |          |            |

*Right interior side yard  
1.2m*



2. Please explain why it is not possible to comply with the provision(s) of the Zoning By-law:

existing building & accessory structures

3. **Consent/Severance/Boundary Adjustment:** Description of land intended to be severed in metric units:

Frontage: 15.1 m

Depth: 27. m

Width: 15.1 m

Lot Area: 415.6 m

Present Use: Residential

Proposed Use: Residential

Proposed final lot size (if boundary adjustment): \_\_\_\_\_

If a boundary adjustment, identify the assessment roll number and property owner of the lands to which the parcel will be added: \_\_\_\_\_

Roll # 49311039100

Anthony & Elizabeth Ferraccio

Description of land intended to be retained in metric units: Benefiting lot + conveyed lands

Frontage: 10.4 m

Depth: 39.5 m

Width: 10.5 m

Lot Area: 398.8 sq.m.

Present Use: Residential

Proposed Use: Residential

Buildings on retained land: Shed, deck, Patio Stone, inground dwelling & other deck -

4. **Easement/Right-of-Way:** Description of proposed right-of-way/easement in metric units:

Frontage: N/A

Depth: \_\_\_\_\_

Width: \_\_\_\_\_  
Area: \_\_\_\_\_  
Proposed Use: \_\_\_\_\_

**5. Surplus Farm Dwelling Severances Only:** List all properties in Norfolk County, which are owned and farmed by the applicant and involved in the farm operation

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

**Note: If additional space is needed please attach a separate sheet.**

**D. All Applications: Previous Use of the Property**

1. Has there been an industrial or commercial use on the subject lands or adjacent lands? ☐ Yes ☒ No ☐ Unknown

If yes, specify the uses (for example: gas station, or petroleum storage):

Residential.

2. Is there reason to believe the subject lands may have been contaminated by former uses on the site or adjacent sites? ☐ Yes ☒ No ☐ Unknown

3. Provide the information you used to determine the answers to the above questions:

Residential.

4. If you answered yes to any of the above questions in Section D, a previous use inventory showing all known former uses of the subject lands, or if appropriate, the adjacent lands, is needed. Is the previous use inventory attached? ☐ Yes ☐ No

**E. All Applications: Provincial Policy**

1. Is the requested amendment consistent with the provincial policy statements issued under subsection 3(1) of the *Planning Act, R.S.O. 1990, c. P. 13*? ☒ Yes ☐ No

If no, please explain:

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2. It is owner's responsibility to be aware of and comply with all relevant federal or provincial legislation, municipal by-laws or other agency approvals, including the Endangered Species Act, 2007. Have the subject lands been screened to ensure that development or site alteration will not have any impact on the habitat for endangered or threatened species further to the provincial policy statement subsection 2.1.7? ☐ Yes ☒ No

If no, please explain:

Residential

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3. Have the subject lands been screened to ensure that development or site alteration will not have any impact on source water protection? ☐ Yes ☒ No

If no, please explain:

Residential - no changes

green space

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Note: If in an area of source water Wellhead Protection Area (WHPA) A, B or C please attach relevant information and approved mitigation measures from the Risk Manager Official.



4. All Applications: Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified? Please check boxes, if applicable.

**Livestock facility or stockyard** (submit MDS Calculation with application)

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Wooded area**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Municipal Landfill**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Sewage treatment plant or waste stabilization plant**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Provincially significant wetland (class 1, 2 or 3) or other environmental feature**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Floodplain**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Rehabilitated mine site**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Non-operating mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Active mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Industrial or commercial use (specify the use(s))**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Active railway line**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Seasonal wetness of lands**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Erosion**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Abandoned gas wells**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

N/A

## F. All Applications: Servicing and Access

1. Indicate what services are available or proposed:

### Water Supply

☐ Municipal piped water

☐ Communal wells

☐ Individual wells

☒ Other (describe below)

Lakeview Water Systems

### Sewage Treatment

☐ Municipal sewers

☐ Communal system

☐ Septic tank and tile bed in good working order

☒ Other (describe below)

Holding Tank

### Storm Drainage

☐ Storm sewers

☒ Open ditches

☐ Other (describe below)

2. Existing or proposed access to subject lands:

☐ Municipal road

☐ Provincial highway

☐ Unopened road

☐ Other (describe below)

Name of road/street:

Cedar Dr. Turkey Point

## G. All Applications: Other Information

1. Does the application involve a local business? ☐ Yes ☒ No

If yes, how many people are employed on the subject lands?

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

greenspace

## **H. Supporting Material to be submitted by Applicant**

In order for your application to be considered complete, folded hard copies (number of paper copies as directed by the planner) and an **electronic version (PDF) of the site plan drawings, additional plans, studies and reports** will be required, including but not limited to the following details:

1. Concept/Layout Plan
2. All measurements in metric
3. Existing and proposed easements and right of ways
4. Parking space totals – required and proposed
5. All dimensions of the subject lands
6. Dimensions and setbacks of all buildings and structures
7. Location and setbacks of septic system and well from all existing and proposed lot lines, and all existing and proposed structures
8. Names of adjacent streets
9. Natural features, watercourses and trees

In addition, the following additional plans, studies and reports, including but not limited to, **may** also be required as part of the complete application submission:

- ☐ On-Site Sewage Disposal System Evaluation Form (to verify location and condition)
- ☐ Environmental Impact Study
- ☐ Geotechnical Study / Hydrogeological Review
- ☐ Minimum Distance Separation Schedule
- ☐ Record of Site Condition

Your development approval might also be dependent on Ministry of Environment Conservation and Parks, Ministry of Transportation or other relevant federal or provincial legislation, municipal by-laws or other agency approvals.

**All final plans must include the owner's signature as well as the engineer's signature and seal.**

## I. Transfers, Easements and Postponement of Interest

The owner acknowledges and agrees that if required it is their solicitor's responsibility on behalf of the owner for the registration of all transfer(s) of land to the County, and/or transfer(s) of easement in favour of the County and/or utilities. Also, the owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner for the registration of postponements of any charges in favour of the County.

### Permission to Enter Subject Lands

Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

### Freedom of Information

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, I authorize and consent to the use by or the disclosure to any person or public body any information that is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.

13 for the purposes of processing this application.

Elizabeth Ferraccioli / Anthony Ferraccioli      July 7/25  
Owner/Applicant/Agent Signature      Date

## J. Owner's Authorization

If the applicant/agent is not the registered owner of the lands that is the subject of this application, the owner must complete the authorization set out below.

I/We Andrew and Faye Ferraccioli am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize Anthony and Elizabeth Ferraccioli to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

Anthony Ferraccioli

Owner

July 7, 2025

Date

Faye Ferraccioli

Owner

July 7, 2025

Date

**\*Note:** If property is owned by an Ontario Ltd. Corporation, Articles of Incorporation are required to be attached to the application.



**K. Declaration**

I, Elizabeth & Anthony Ferracane Brantford On  
solemnly declare that:

all of the above statements and the statements contained in all of the exhibits  
transmitted herewith are true and I make this solemn declaration conscientiously  
believing it to be true and knowing that it is of the same force and effect as if made  
under oath and by virtue of *The Canada Evidence Act*

Declared before me at:

12 Gilbertson Dr.

Elizabeth Ferracane

Owner/Applicant/Agent Signature

In Simcoe On.

This 20 day of June

A.D., 2025

\_\_\_\_\_  
A Commissioner, etc.

SKETCH SHOWING  
PROPOSED BOUNDARY ADJUSTMENT  
OF PART OF  
LOT 14  
AND ALL OF  
LOTS 15 & 18  
REGISTERED PLAN 226  
IN THE GEOGRAPHIC  
TOWNSHIP OF CHARLOTTEVILLE  
IN  
NORFOLK COUNTY

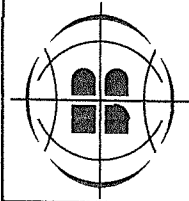
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METRIC NOTE:

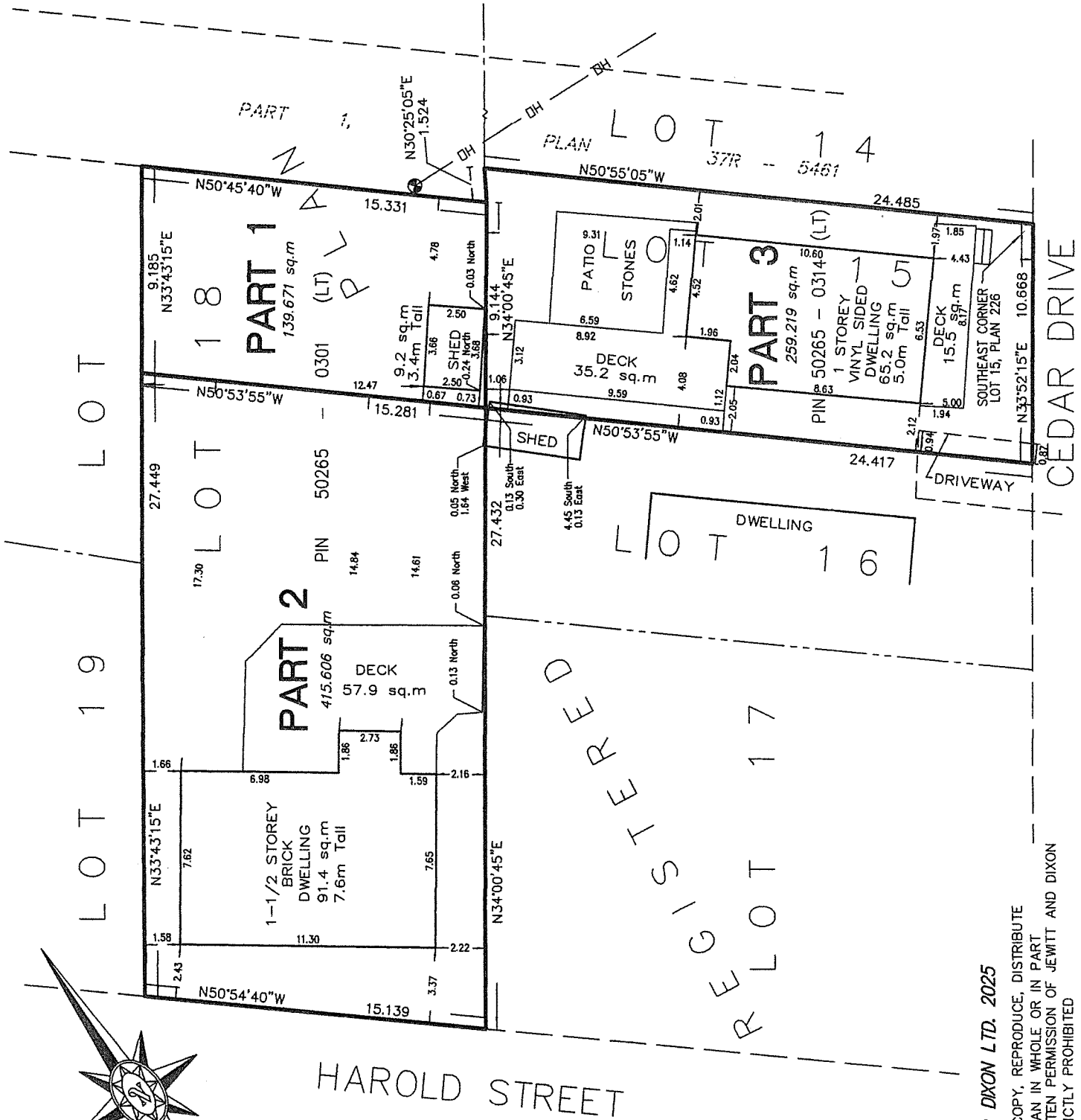
DISTANCES AND COORDINATES ARE METRIC AND CAN  
BE CONVERTED TO IMPERIAL BY DIVIDING BY 0.3048



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T: (519) 426-0842 www.jdbarnes.com

|           |        |             |      |                |                |
|-----------|--------|-------------|------|----------------|----------------|
| DRAWN BY: | J.L.M. | CHECKED BY: | K.H. | REFERENCE NO.: | 25-54-200-00   |
|           |        |             |      | DATED:         | MARCH 20, 2025 |



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# MAP NORFOLK - Community Web Map



2/7/2025, 11:30:49 AM

Zones 1-Z-2014

- ☐ Zone
- ☒ Zone with Holding Provision



Special Provisions



Site Plan Control



Land Parcels



Civic Address

Plan Lines

1:500



Norfolk GIS



**Form 100**

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 10 day of June, 2025**BUYER:** ANTHONY FERRACCIOLI & ELIZABETH FERRACCIOLI, agrees to purchase from  
(Full legal names of all Buyers)**SELLER:** FAYE LAURA FERRACCIOLI & ANDREW JOHN FERRACCIOLI, the following  
(Full legal names of all Sellers)**REAL PROPERTY:**Address 1 Harold Street, Turkey Point, Ontariofronting on the North side of Harold Streetin the Geographic Township of Charlotteville

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as Part Lot 18, Plan 226, being Part 1 on sketch attached..... (the "property")  
(legal description of land including easements not described elsewhere)**PURCHASE PRICE:** ..... Dollars (CDN\$) 2.00Two Dollars-----00/100 ..... Dollars**DEPOSIT:** Buyer submits One Dollar  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)00/100 ..... Dollars (CDN\$) 1.00

by negotiable cheque payable to Boddy Ryerson in trust "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. & Schedule B - Sketch** ..... attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5 pm on the 17th  
(Seller/Buyer) (a.m./p.m.)  
day of June, 2025, 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.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of See Schedule A  
20 ..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of ..... See Schedule A, 20....., (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 (**vacant land - boundary adjustment**) 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party 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), 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.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**29. 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:

Maria Poemla  
(Witness)  
Maria Poemla  
(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Elizabeth Turcotte  
(Buyer)  
Elizabeth Turcotte  
(Buyer)

JUNE 17 2025  
(Seal) (Date)  
JUNE 12/2025  
(Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

Maria Poemla  
(Witness)  
Maria Poemla  
(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Janet Jalec  
(Seller)  
Janet Jalec  
(Seller)

JUNE 12/25  
(Seal) (Date)  
JUNE 12/25  
(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 to 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 ..... this ..... day of ....., 20.....  
(a.m./p.m.)

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage N/A (Tel.No.)  
(Salesperson/Broker/Broker of Record Name)  
Co-op/Buyer Brokerage N/A (Tel.No.)  
(Salesperson/Broker/Broker of Record Name)

#### ACKNOWLEDGEMENT

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

(Seller) (Date)  
(Seller) (Date)  
Address for Service

(Tel. No.)  
Seller's Lawyer Boddy Ryerson LLP (Wendy Newton)  
Address 172 Dalhousie St., Suite 101, Brantford, ON N3T 5T3  
Email wnewton@boddy-ryerson.com  
519 753-8417 519 753-7421  
(Tel. No.) (Fax. No.)

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

(Buyer) (Date)  
(Buyer) (Date)  
Address for Service

(Tel. No.)  
Buyer's Lawyer Boddy Ryerson LLP (Wendy Newton)  
Address 172 Dalhousie St., Suite 101, Brantford, ON N3T 5T3  
Email wnewton@boddy-ryerson.com  
519 753-8417 519 753-7421  
(Tel. No.) (Fax. No.)

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

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)

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 ONTARIO LAND SURVEY  
 A Division of Kim Husted Survey Inc.

650 Ireland Rd., Simcoe, ON N3Y 4K2  
 T: (519) 426-0842 www.jdbarnes.com

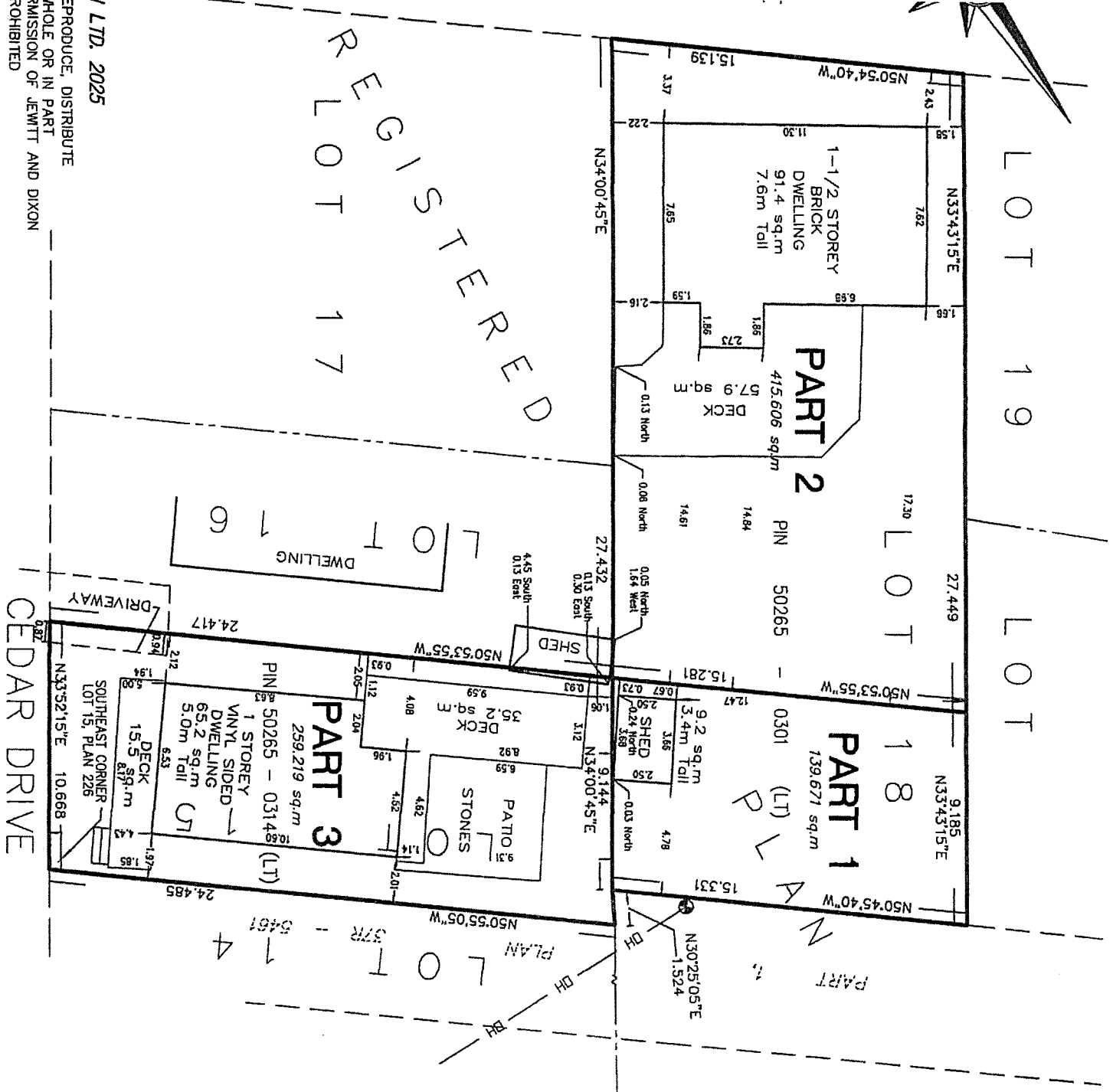
|           |        |             |      |            |
|-----------|--------|-------------|------|------------|
| DRAWN BY: | J.L.M. | CHECKED BY: | K.H. | REFERENCE: |
| DATED: N  |        |             |      |            |

**METRIC NOTE:**  
 DISTANCES AND COORDINATES ARE METRIC /  
 BE CONVERTED TO IMPERIAL BY DIVIDING BY

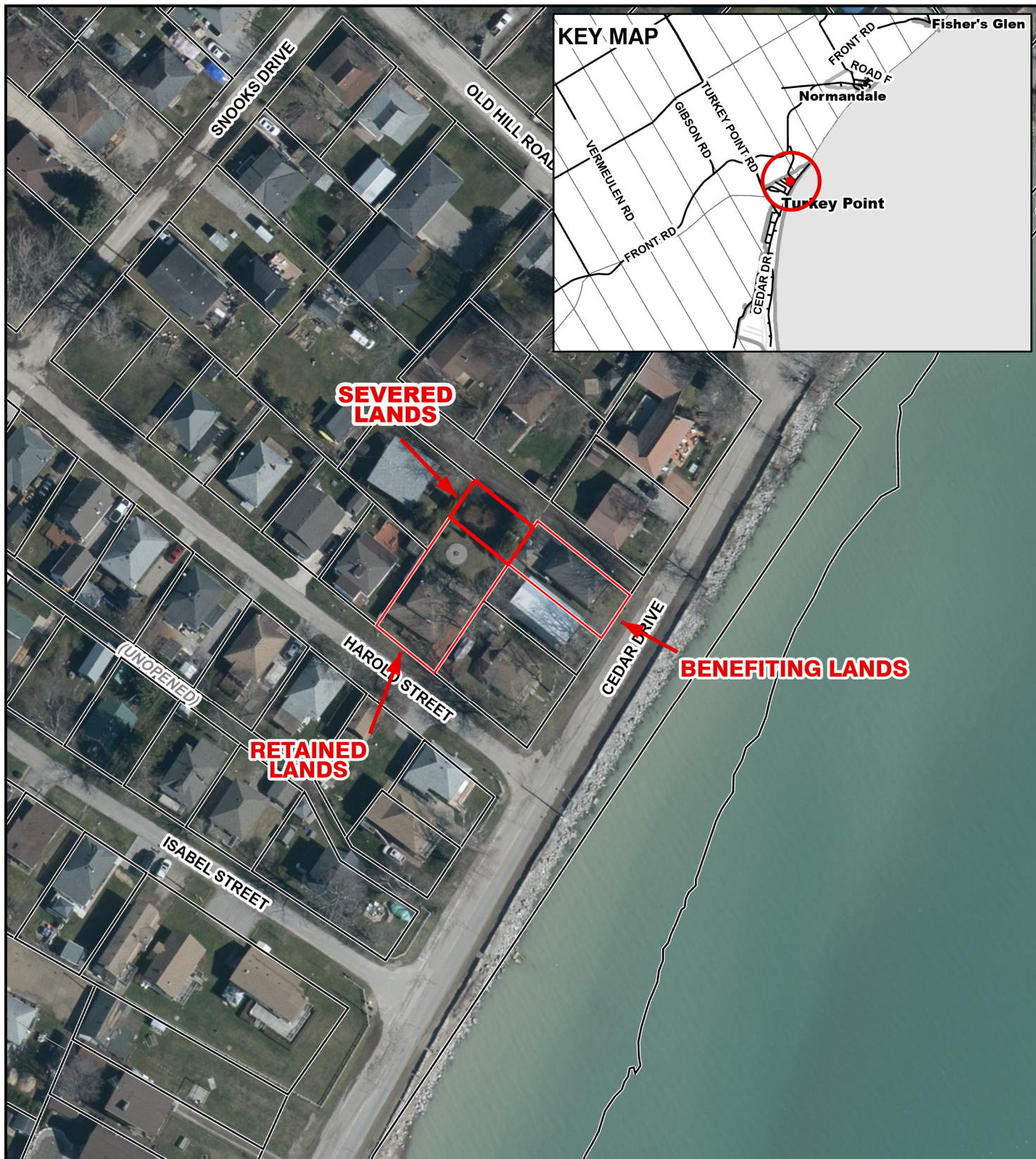
**JEWITT AND DIXON LTD**



SKETCH SHOWING  
 9 PROPOSED BOUNDARY ADJ  
 OF PART OF  
 LOT 14  
 AND ALL OF  
 LOTS 15 & 1  
 REGISTERED PLAI  
 IN THE GEOGRAPHIC  
 TOWNSHIP OF CHARLOTT,  
 NORFOLK COUN  
 SCALE: 1 : 250



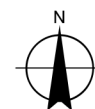




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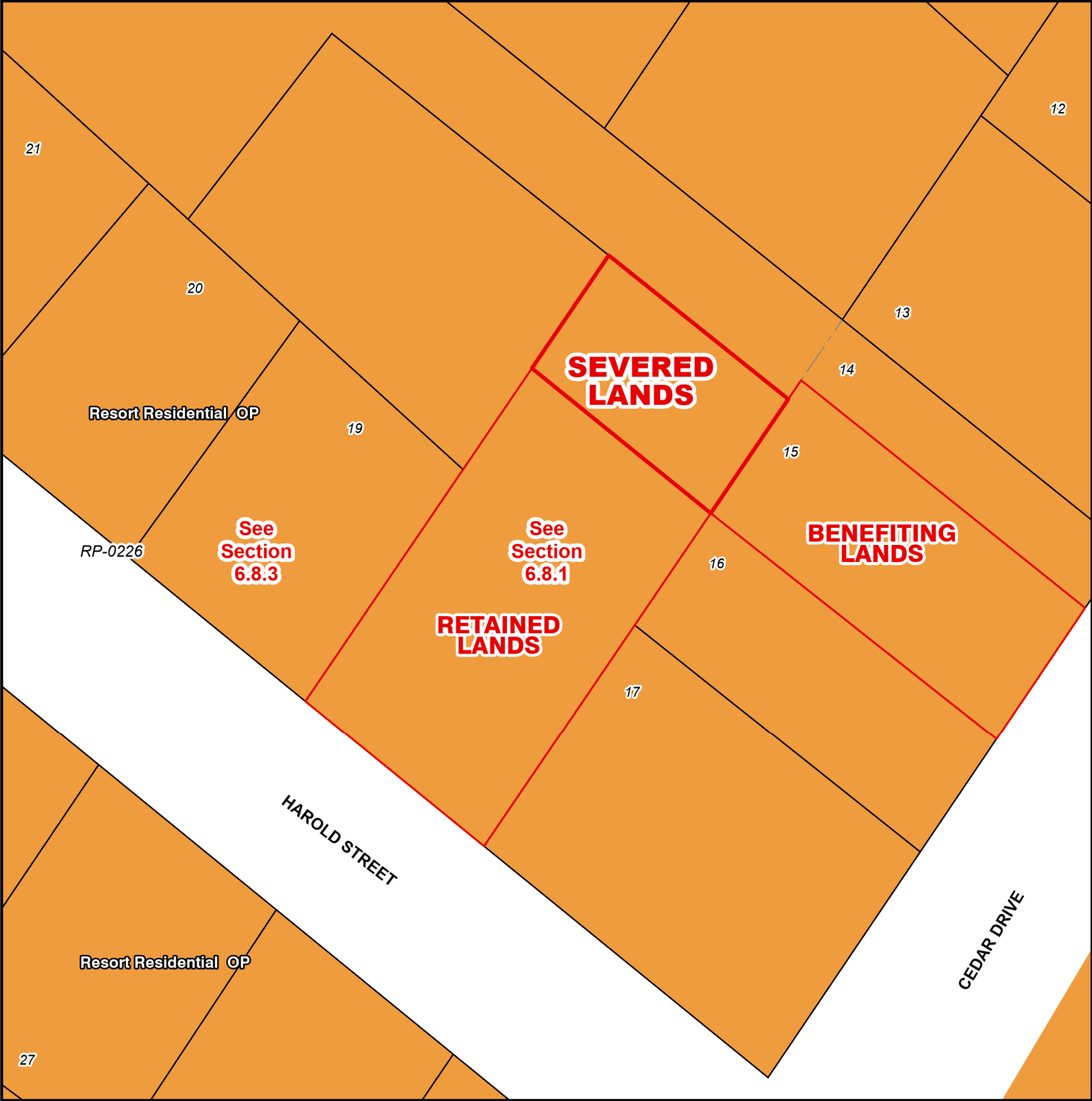
-  Subject Lands
-  Lands Owned

2020 Air Photo



8.54.25 0 8.5 17 25.5 34 Meters





Legend

Subject Lands

Lands Owned

Official Plan Designations

Resort Residential

Special Policy Area

Resort Area Boundary

8/11/2025

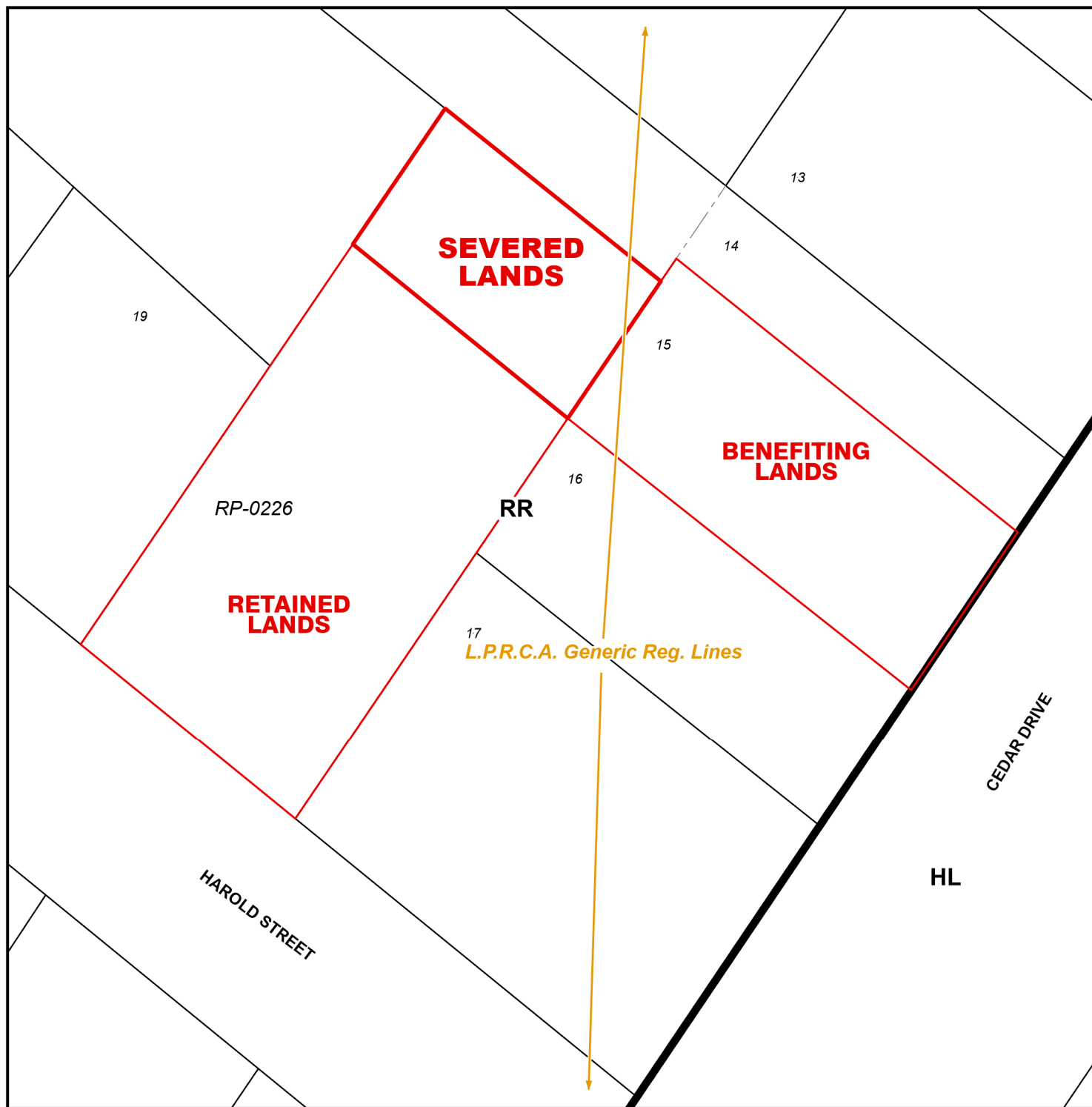
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31.5036912




Meters

**MAP C**  
**ZONING BY-LAW MAP**  
Geographic Township of CHARLOTTEVILLE

BNPL2025220



**LEGEND**

-  Subject Lands
-  Lands Owned
-  LPRCA Generic RegLines

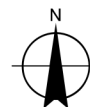
**ZONING BY-LAW 1-Z-2014**

8/11/2025

(H) - Holding

HL - Hazard Land Zone

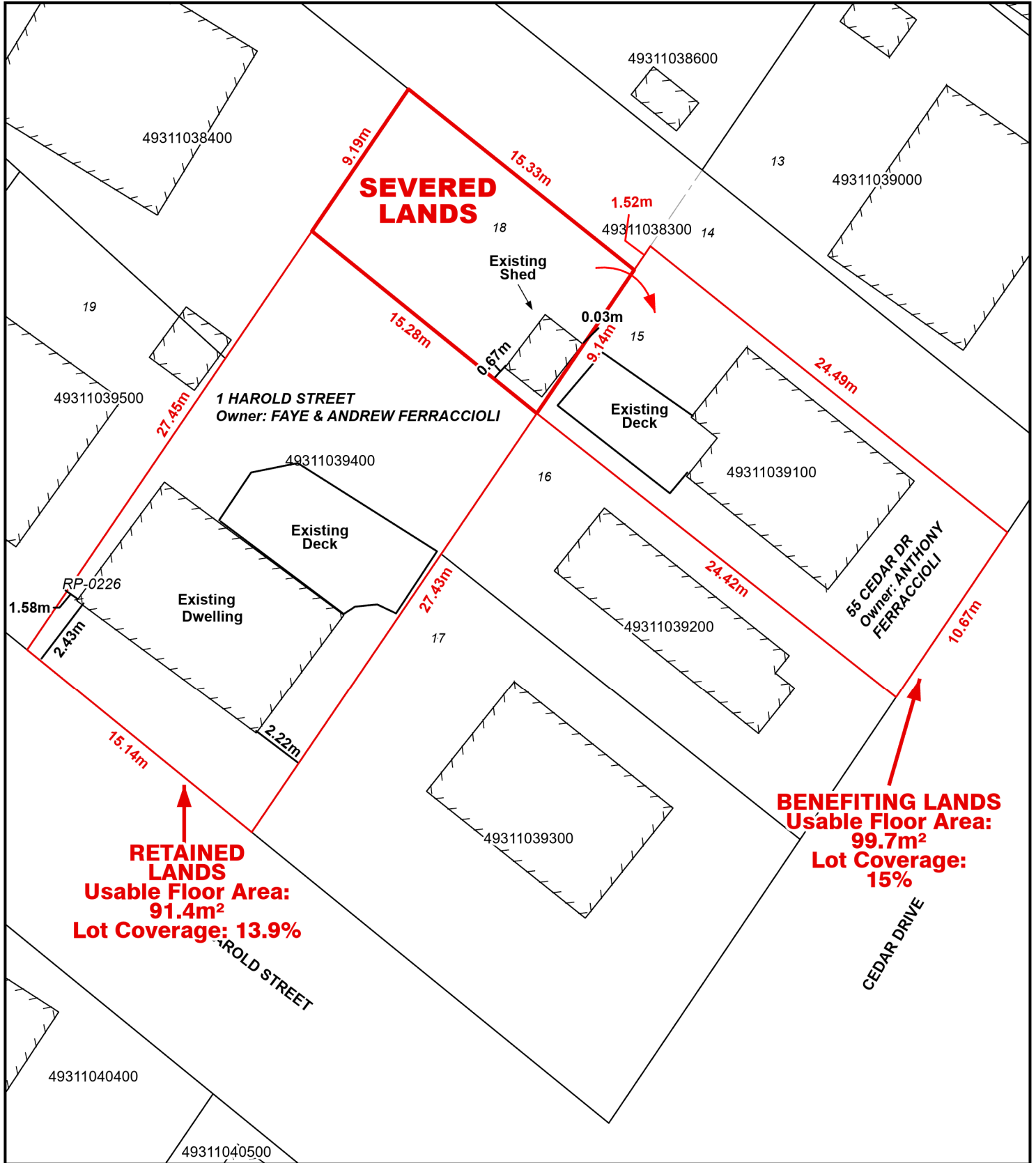
RR - Resort Residential Zone



2 1 0 2 4 6 8 Meters

## CONCEPTUAL PLAN

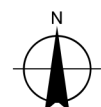
Geographic Township of CHARLOTTEVILLE



### Legend

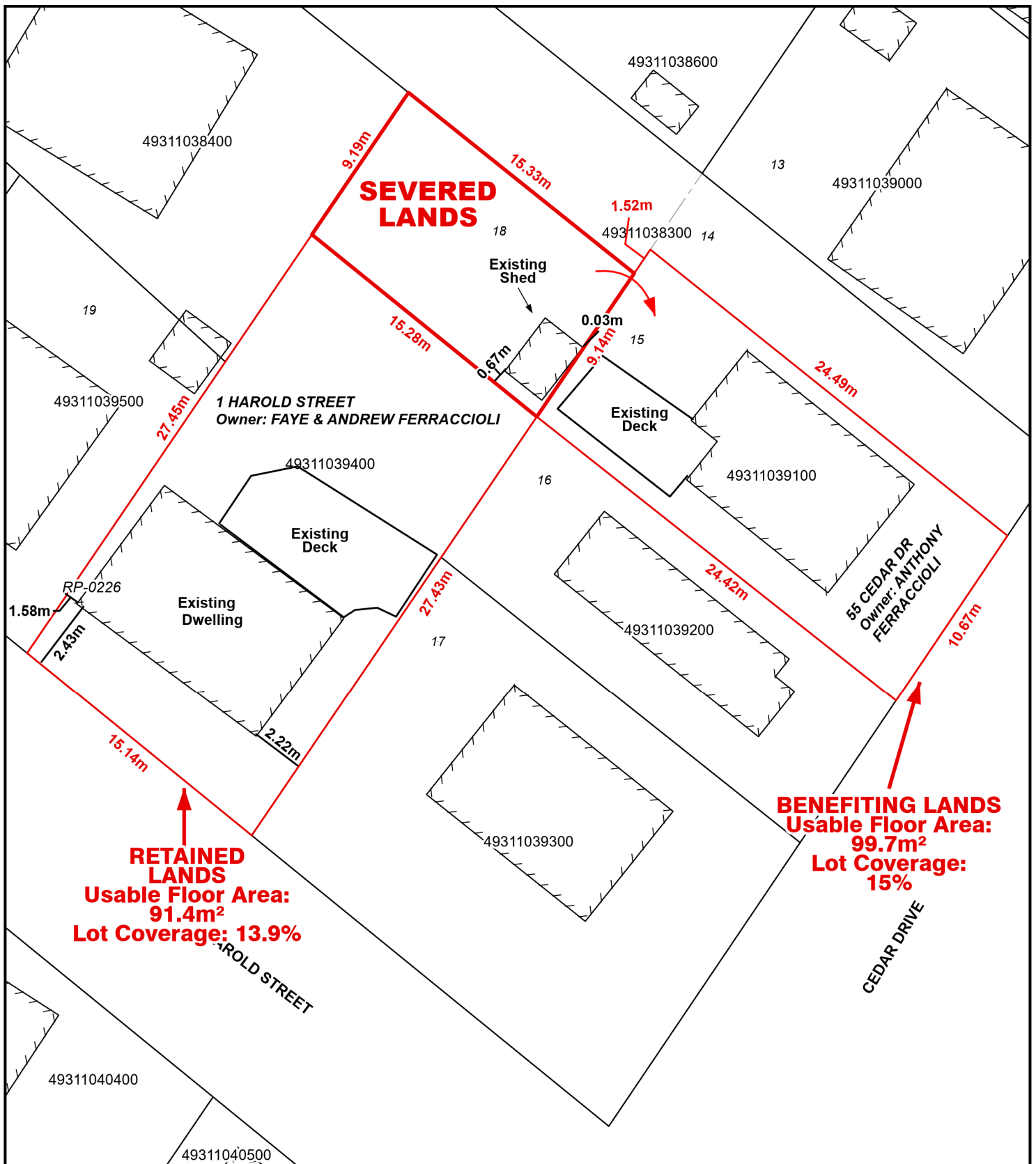
- Subject Lands
- Lands Owned

8/11/2025



## CONCEPTUAL PLAN

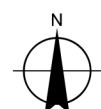
Geographic Township of CHARLOTTEVILLE



### Legend

- Subject Lands
- Lands Owned

8/11/2025



2 1 0 2 4 6 8 Meters