



vallee

*Consulting Engineers,
Architects & Planners*

November 13th, 2025

Norfolk County Planning Department
Community Development Division
12 Gilbertson Drive,
Simcoe, ON N3Y 3N3

Attention: Alicia Cull | Manager of Planning Services
Reference: 200 Argyle Street | 149 Victoria Street
Consent – Boundary Adjustment
Our Project 25-158

Please accept this package as our formal submission for a Boundary Adjustment application at 200 Argyle Street on behalf of the Norfolk Golf & County Club c/o Kirby Shieck.

Included in this submission are the following documents:

1. Signed Norfolk County consent application form;
2. Planning Brief prepared by G. Douglas Vallee Limited, dated November 10th, 2025;
3. Plan of Survey prepared by Jewitt and Dixon, dated July 2nd, 2025;
4. OREA Form 500 - Agreement of Purchase and Sale, dated September 29th, 2025.

The submission has been made electronically through the CityView Portal, with payment of fees to follow once the application has been deemed complete. We trust that the materials included meet the requirements and expectations of Norfolk County.

Should you have any questions or require additional information, please do not hesitate to contact me.

Thank you for your time and consideration.

Best regards,

James Canzano, BA Spec Hons
Planning Technician
G. DOUGLAS VALLEE LIMITED
Consulting Engineers, Architects & Planners

H:\Projects\2025\25-158 Boundary Adjustment\149 Victoria Street Simcoe\Planning\Working\2025.09.11 Cover Letter Draft.docx

Committee of Adjustment Application for Consent

Complete Application

The application must be completed by the owner or authorized agent. If the application is being submitted by an agent, the owner's written authorization is required. If the lands subject to this application are owned by more than one owner, the authorization of all owners is required. Submission of this application constitutes consent for authorized municipal staff to inspect the subject lands.

It is the responsibility of the applicant to research and evaluate the site and the proposal to ensure that the development will conform to the interests of the health, safety and welfare of future residents. Sufficient studies for the completion of the application should be carried out prior to submission and should be reflected in the application form.

Before the application is submitted

A pre-consultation meeting is not required for Committee of Adjustment applications; however, further information can be provided by Planning Department staff prior to the submission of an application. The purpose of communicating with a planner before you submit your application is: to review the proposal / application, to discuss potential issues; and to determine the required supporting information and materials to be submitted with your application before it can be considered complete by staff.

Online Application Process

All applications must be submitted online via the County's CityView Portal. The portal can be accessed here: [Welcome - CityView Portal](#). The applicant will submit the materials required as part of a complete application. Once the County confirms receipt of a complete application, the applicant will be contacted and provided further direction for payment options.

User Fees

The planning application fee will be determined when the application can be deemed complete according to Norfolk County Community Planning user fees: [User Fees | Norfolk County](#)

Cash, debit, credit or cheque payable to Norfolk County in the amount set out in the user fees By-Law that will be accepted and deposited once the application has been deemed complete.

If the subject lands are located in an area that is regulated by either the Long Point Region Conservation Authority or by the Grand River Conservation Authority an additional fee will



be required if review by the applicable agency is deemed necessary. A separate cheque payable to the Long Point Region Conservation Authority or the Grand River Conservation Authority is required in accordance with their fee schedule at the time of submission.

Grand River Conservation Authority

[Plan Review fees | Grand River Conservation Authority](#)

Long Point Region Conservation Authority

[Planning Fees - Long Point Region Conservation Authority](#)

After the application is submitted

In order for the application to be deemed complete, all of the components noted above are required. The *Planning Act* permits up to 30 days to review and deem an application complete.

Once the application has been deemed complete by the Planning Department, it is then circulated to public agencies and County departments for review and comment. A sign is provided that is required to be posted on the subject lands summarizing the application and identifying the committee meeting date. The comments received from members of the community will be included in the planning report and given consideration.

Additional studies required as part of the complete application shall be at the sole expense of the applicant. Any required peer reviews shall be at the expense of the applicant. The peer reviewer shall be selected by the County.

If the application is withdrawn prior to the circulation to commenting agencies, the entire original fee will be refunded. If withdrawn after the circulation to agencies, half the original fee will be refunded. No refund is available after the public meeting and/or approval of application.

Notification Sign Requirements

Planning Department staff may post a notification sign on your property in advance of the public meeting on your behalf. Please keep this sign posted until you have received a notice in the mail indicating that the Secretary Treasurer received no appeals.

It is the applicant's responsibility to ensure that the sign is correctly posted within the statutory timeframes, according to the *Planning Act*. Failure to post a sign in advance of the public meeting in accordance with statutory requirements will impact the timing of the Committee of Adjustment meeting. Applicants are responsible for removing the sign following the appeal period. The signs are recyclable and can be placed in your blue box.

Contact Us

For additional information or assistance in completing this application, please contact a planner at 519-426-5870 ext. 8159 or coa@norfolkcounty.ca

**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
☐ Surplus Farm Dwelling Consent/Severance
☒ Boundary Adjustment/Land Conveyance
☐ Easement/Right-of-Way Severance

Property Assessment Roll Number: 40100921000**A. Applicant Information****Name of Owner** Norfolk Golf & Country Club Ltd c/o Kirby Shiek

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 200 Argyle Street
Town and Postal Code Simcoe N3Y 1V9
Phone Number 519-428-5408
Cell Number _____
Email kirbyshieck@outlook.com

Name of Authorized Applicant Same as owner

Address _____
Town and Postal Code _____
Phone Number _____
Cell Number _____
Email _____



Name of Authorized Agent G. Douglas Vallee Limited c/o John Vallee
Address 2 Talbot St N,
Town and Postal Code Simcoe, ON N3Y 3W4
Phone Number 519.426.6270
Cell Number _____
Email johnvallee@gdvallee.ca

Please specify to whom all communications should be sent. Unless otherwise directed, all correspondence and notices in respect of this application will be forwarded to the owner and agent noted above.

☒ Owner ☒ Agent ☒ Applicant

Names and addresses of any holder of any mortgagees, charges or other encumbrances on the subject lands:

B. Location, Legal Description and Property Information

1. Legal Description (include Geographic Township, Concession Number, Lot Number, Block Number and Urban Area or Hamlet):

WOODHOUSE CON 6 PT LOT 1

PLAN 182 BLK 83 PT LOT 1

Municipal Civic Address: 200 Argyle Street

Land acquisition date (if known): 1895

Present Official Plan Designation(s): Parks & Open Space

Present Zoning: Open Space

2. Is there a special provision or site specific zone on the subject lands?

☐ Yes ☒ No

If yes, please specify:

3. Present use of the subject lands:

Golf Course

4. Please describe **all existing and proposed** buildings and structures on the proposed **severed and retained lots** and whether they are to be retained, demolished or removed.

| | Severed lot | Retained lot |
|---|-------------|--------------|
| Number of Existing Buildings/Structures | <hr/> | <hr/> |
| Number of Storey(s) for Existing Buildings/Structures | <hr/> | <hr/> |
| Number of Proposed Buildings/Structures | <hr/> | <hr/> |
| Number of Storey(s) for Proposed Buildings/Structures | <hr/> | <hr/> |
| Number of Dwelling Units per lot | <hr/> | <hr/> |

5. 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:

6. If known, the length of time the existing uses have continued on the subject lands:
1895

7. Existing use of abutting properties:

Residential

8. Does this proposal require a minor variance application? ☐ Yes ☒ No

9. 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. Zoning Review (chart must be completed in metric units)

| | Zoning By-law Requirement | Proposed | |
|--|---------------------------|-------------|--------------|
| | | Severed lot | Retained lot |
| Lot area (sq.m.) | | | |
| Lot frontage (m) | | | |
| Lot depth (m) | | | |
| Front Yard Setback (m) | | | |
| Left Side Yard Setback (m) | | | |
| Right Side Yard Setback (m) | | | |
| Rear Yard Setback (m) | | | |
| Exterior side yard (if applicable) (m) | | | |
| Height (m) | | | |
| Lot coverage (%) | | | |
| Number of parking spaces | | | |

Number of new lots to be created (not including retained lot): _____

Please provide a separate table if more than one severed lot is being proposed.

i. Boundary Adjustment

1. Proposed final lot size and frontage of the benefitting lot see cover letter

2. Identify the assessment roll number and property owner of the lands to which the lands will be conveyed:

40100921600



ii. **Easement/Right-of-Way Request(s)**

| | | |
|---|-------------------------|-------------------------|
| Width (m) | _____ | _____ |
| Depth (m) | _____ | _____ |
| Area (sq.m.) | _____ | _____ |
| Lot/Part number over which the easement is required (must be identified on sketch) | _____ _____ _____ | _____ _____ _____ |
| Purpose of easement | _____ _____ | _____ _____ |

iii. **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. 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):

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. 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. Provincial Policy

1. Is the requested amendment consistent with the Provincial Planning Statements issued under subsection 3(1) of the *Planning Act, R.S.O. 1990, c. P. 13*?

☒ Yes ☐ No

If you answered no, please explain:

2. It is the 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 ?

☒ Yes ☐ No

If you answered no, please explain:

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 you answered no, please
explain: _____

4. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands ? Please check boxes, if applicable.

Livestock facility or stockyard

☐ On the subject lands or ☐ within 500 meters – distance _____

Significant Woodland

☒ 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 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 _____

F. Servicing and Access

Indicate what services are available or proposed:

Water Supply

- | | |
|---|---|
| <input checked="" type="checkbox"/> Municipal piped water | <input type="checkbox"/> Communal wells |
| <input type="checkbox"/> Individual wells | <input type="checkbox"/> Other (describe below) |

Sewage Treatment

- | | |
|---|---|
| <input checked="" type="checkbox"/> Municipal sewers | <input type="checkbox"/> Communal system |
| <input type="checkbox"/> Septic tank and tile bed in good working order | <input type="checkbox"/> Other (describe below) |

Storm Drainage

- | | |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> Storm sewers | <input type="checkbox"/> Open ditches |
| <input type="checkbox"/> Other (describe below) | |

Existing or proposed access to subject lands:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Municipal road | <input type="checkbox"/> Provincial highway |
| <input type="checkbox"/> Unopened road | <input type="checkbox"/> Other (describe below) |

Name of road/street:

Victoria Street

G. Other Information

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.

Please see cover letter prepared G. Douglas Vallee Limited

H. Supporting Material to be submitted by Applicant

In order for your application to be considered complete, folded hard copies and an electronic version of the site plan drawings, additional plans, studies and reports will be required in addition to a sketch plan in accordance with [Ontario regulation 197/96](#).

i) Sketch in Metric Units

A sketch showing the following, in metric units:

- a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
- b) the boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- c) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- d) the approximate location, to the best of your knowledge, of all natural and artificial features (*for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks*);
- e) the current uses of land that is adjacent to the subject land (*for example, residential, agricultural or commercial*);
- f) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- g) the location and nature of any easement affecting the subject land; and
- h) location and setbacks of septic system and well from all existing and proposed lot lines, and all existing and proposed structures.

ii) Technical studies

The following additional plans, studies and reports, including but not limited to, may also be required as part of the complete application submission.

- a) Environmental Impact Study
- b) On-Site Sewage Disposal System Evaluation Form
- c) Geotechnical Study
- d) Hydrogeological Review
- e) Minimum Distance Separation Calculations



Development approvals might be subject to Ministry of Environment Conservation and Parks, Ministry of Transportation or other relevant federal or provincial legislation, municipal by-laws or other agency approvals.



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 to undertake 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. The owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner to undertake the registration of postponements of any charges in favour of the County.

Permission to Enter Subject Lands

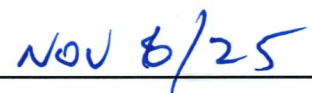
Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

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.



Owner/Applicant/Agent Signature



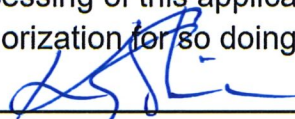
Date

J. Owner's Authorization

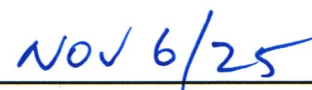
If the authorized applicant/agent is not the registered owner of the lands that is the subject of this application, the owner must complete the authorization set out below.

I/We Norfolk Golf & Country Club Ltd - c/o Kirby Shieck am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize G. Douglas Vallee Limited - c/o John Vallee 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.



Owner



Date

Owner

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, KIRBY SHICK of NORFOLK GOLF & COUNTRY CLUB LTD
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:

Simcoe




Owner/Applicant/Agent Signature

In Norfolk County

This 6th day of November

A.D., 2025


A Commissioner, etc.

JAMES JOHN CIARALLO-CANZANO,
a Commissioner, etc., Province of Ontario,
for G. Douglas Vallee Limited.
Expires February 26, 2028.



vallee

*Consulting Engineers,
Architects & Planners*

November 10th, 2025

Norfolk County
Community Development Division
12 Gilbertson Drive,
Simcoe ON, N3Y 3N3

Attention: Alisha Cull | Manager of Planning Services

**Reference: 200 Argyle Street | 149 Victoria Street
Consent – Boundary Adjustment
Our Project 25-158**

Introduction

G. Douglas Vallee Limited has been retained by the Norfolk Golf & Country Club Ltd (c/o Kirby Shieck) to prepare and submit an application for a boundary adjustment affecting 149 Victoria Street and 200 Argyle Street. The proposed adjustment involves the conveyance of approximately 1,725 m² of land from 200 Argyle Street to 149 Victoria Street.

Please accept the following as part of a complete application:

1. Signed and Commissioned Norfolk County Consent Application Form;
2. Plan of Survey prepared by Jewitt and Dixon, dated July 2nd, 2025;
3. OREA Form 500 - Agreement of Purchase and Sale, dated September 29th, 2025.



Figure 1 - Subject Lands

Site Context

200 Argyle Street

As shown in Figure 1, the subject property is a 19.1 ha parcel situated between Argyle Street and Victoria Street. The land is zoned Open Space (OS) under the Norfolk County Zoning By-law and designated Parks and Open Space in the Norfolk County Official Plan. The property is currently owned by the Norfolk County Golf Club. The portion of land to be conveyed consists of a wooded area identified as significant woodland.

149 Victoria Street

As shown in Figure 2, the property is a 2,965 m² parcel, zoned Residential R4(H) and designated Urban Residential under the Norfolk County Official Plan. The property is currently vacant and unserviced. Additionally, it is subject to Special Provision 14.727 of the Norfolk County Zoning By-law.

Special provision 14.727 states:

In addition to the uses permitted in the R4 Zone, one (1) single detached dwelling, duplex dwelling, semi-detached dwelling and tri-plex dwellings shall also be permitted.

Proposal

As shown on Figure 2, the applicant is proposing a boundary adjustment between the two above-noted parcels. The proposed adjustment would result in approximately 1,725 m² of land being severed from 200 Argyle Road and added to 149 Victoria Street resulting in a lot size of approximately 4,690m² with an existing frontage of about 304m. The lands to be conveyed would remain under the OS designation.

This application does not propose development, nor does it result in the creation of a new lot. The adjustment is purely administrative and is intended to reorganize lot boundaries between the two properties. The agreement of purchase and sale is conditional upon the client (the seller) obtaining municipal consent to sever the area of interest as a boundary adjustment to the lands at 149 Victoria Street. The Agreement of Purchase of sale has been included in this submission for County Staff's reference.

Planning Rationale

The subject lands are designated under site plan control (By-law 8-Z-2017) in the Norfolk County Zoning By-law. However, as this application involves a boundary



Figure 2 - Area of Interest

G. DOUGLAS VALLEE LIMITED
Consulting Engineers, Architects & Planners

adjustment only, with no new construction, change in land use, or creation of a new lot, and site plan approval is not required. The proposed boundary adjustment does not constitute development under the Provincial Policy Statement (PPS), as it involves only the reconfiguration of lot lines.

The zoning designation of the lands to be conveyed to 149 Victoria Street will remain Open Space (OS), consistent with the Official Plan. The owner of 149 Victoria Street acknowledges this restriction and agrees not to undertake any development on the lands.

Accordingly, the proposed boundary adjustment is administrative in nature, fully consistent with applicable PPS and Norfolk County policies, and does not trigger any additional approvals beyond the lot line adjustment itself.

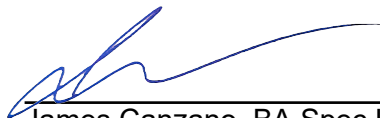
Summary

The purpose of this application is to facilitate a boundary adjustment between the subject lands and the adjacent property at 149 Victoria Street. The adjustment involves the conveyance of a portion of the golf course lands to the adjacent property and does not create a new lot, change the land use, or propose any construction or development.

The lands to be conveyed will retain their existing Open Space (OS) zoning designation, and the owner of 149 Victoria Street has agreed not to develop the lands. The proposed adjustment is administrative in nature and is consistent with the Provincial Policy Statement (PPS 2024) and the Norfolk County Official Plan. No approvals beyond the boundary adjustment itself are required. The Agreement of Purchase and Sale is conditional upon the approval of this boundary adjustment.

As such, a decision by the committee of adjustment to approve this boundary adjustment would be consistent with the policies of the Norfolk County Zoning By-law, Official Plan, and Provincial Planning Statement 2024, and represents a routine, minor land reconfiguration with no anticipated policy or technical concerns.

Brief prepared by:



James Canzano, BA Spec Hons
Planning Technician
G. DOUGLAS VALLEE LIMITED
2 Talbot Street North, Simcoe Ontario, N3Y 3W4
Phone: 519.426.6270x1009 | www.gdvallee.ca

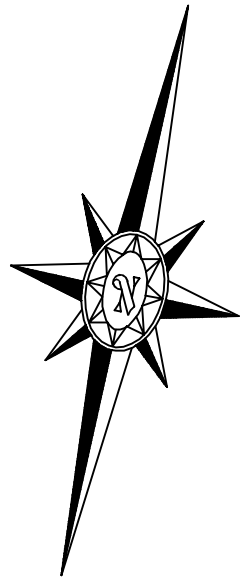
H:\Projects\2025-158 Boundary Adjustment 149 Victoria Street Simcoe\Planning\Working\2025.11.13 - Planning Brief.docx

G. DOUGLAS VALLEE LIMITED
Consulting Engineers, Architects & Planners



Authorized by the Association of Professional Engineers of Ontario
to offer professional engineering services.





LOT

CONCESSION

LEGEND

| | | | |
|--------------------------------|-----------|-------------|------|
| 2.5cm X 2.5cm X 1.2m STANDARD | IRON BARS | SHOWN | IB |
| 1.6cm X 1.6cm X 0.6m | IRON BARS | SHOWN | IB |
| 1.6cm ROUND X 0.6m | IRON BARS | SHOWN | IB Ø |
| LOT LINES | SHOWN | --- | |
| DEED LINES | SHOWN | --- | |
| FENCE LINES | SHOWN | -X-X-X-X-X- | |
| CENTRE LINES | SHOWN | --- | |
| ROAD LINES | SHOWN | --- | |
| FOUND IRON BARS | SHOWN | ■ | |
| PLANTED IRON BARS | SHOWN | □ | |
| JEWITT AND DIXON LTD. | SHOWN | (700) | |
| JEWITT AND DIXON LTD. | SHOWN | (1478) | |
| J. B. DODD, O.L.S. | SHOWN | (996) | |
| K.S. HUSTED, O.L.S. | SHOWN | (1582) | |
| WITNESS MONUMENT | SHOWN | (WIT) | |
| ORIGIN UNKNOWN | SHOWN | (OU) | |
| MEASURE | SHOWN | (M) | |
| SET | SHOWN | (S) | |
| PROPERTY IDENTIFICATION NUMBER | SHOWN | PIN | |
| PLAN 37R-11768 | SHOWN | (P1) | |
| PLAN 37R-7957 | SHOWN | (P2) | |

NOTE:

BEARINGS ARE UTM GRID AND WERE DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS ON MONUMENT A TO B, SHOWN HEREON HAVING A BEARING OF N77°25'40"E [UTM ZONE 17, (81° WEST LONGITUDE) NAD83 (CSRS) (2010)]

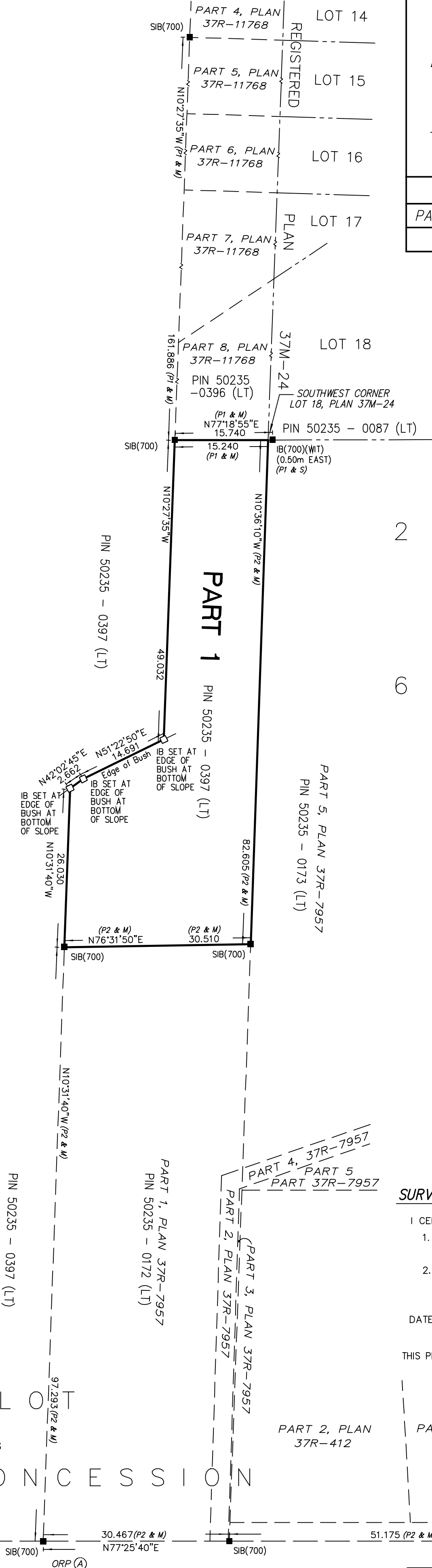
TO CONVERT (P2) BEARINGS TO GRID BEARINGS
- ADD 00°35'40" TO THE NORTHWEST BEARINGS
- SUBTRACT 00°35'40" FROM THE NORTHEAST BEARINGS

DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE COVERED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999611

OBSERVED REFERENCE POINTS (ORPs): DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET NETWORK, UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010)
COORDINATES ARE TO AN URBAN ACCURACY AS PER SEC. 14 (2) OF O.REG. 216/10

| POINT ID | NORTHING | EASTING |
|----------|-------------|------------|
| ORP A | 4742787.906 | 557755.506 |
| ORP B | 4742807.463 | 557843.173 |

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



LOT

CONCESSION

VICTORIA STREET

(BY BY-LAW No. 76-34 - INSTRUMENT No. NR372132)
(ROAD ALLOWANCE BETWEEN CONCESSIONS 5 & 6)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATED JULY 2, 2025

R. C. DIXON
ONTARIO LAND SURVEYOR

PLAN 37R-

RECEIVED AND DEPOSITED

DATED

REPRESENTATIVE FOR THE
LAND REGISTRAR FOR THE LAND
TITLES DIVISION OF NORFOLK (No. 37)

SCHEDULE

| PART | LOT | CONCESSION | PIN | AREA (SQ.M) |
|------|------------|--------------|------------------------|--------------|
| 1 | PART LOT 2 | CONCESSION 6 | PART OF PIN 50235-0397 | 1721.59 sq.m |

PLAN OF SURVEY
OF PART OF
LOT 2
CONCESSION 6
IN THE GEOGRAPHIC
TOWNSHIP OF WOODHOUSE
IN
NORFOLK COUNTY

SCALE: 1 : 500



JEWITT AND DIXON LTD.

METRIC NOTE:

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

SURVEYOR'S CERTIFICATE

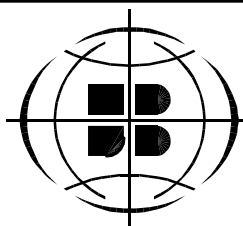
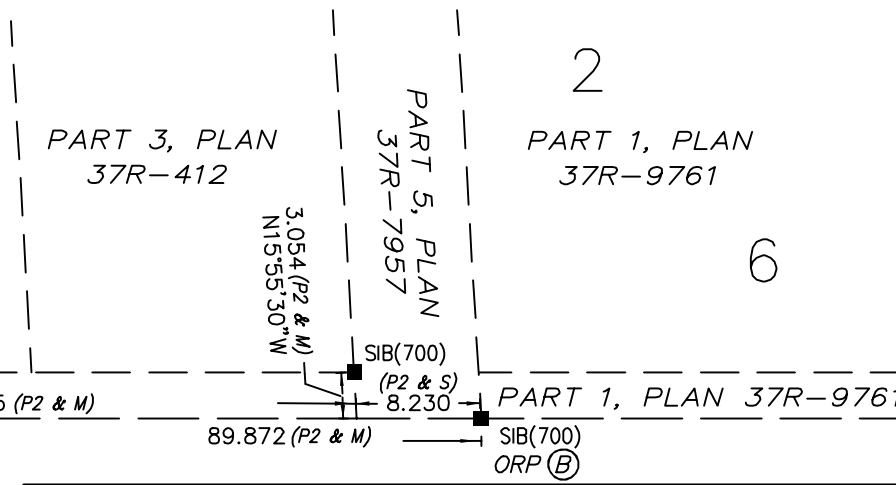
I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 11TH DAY OF JUNE, 2025

DATED: JULY 2, 2025

R. C. DIXON O.L.S.

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-105984



JEWITT AND DIXON
ONTARIO LAND SURVEYORS
A Division of Kim Husted Surveying Ltd.

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

SURVEYING
MAPPING
GIS

| | | |
|-----------|-------------|---------------------|
| DRAWN BY: | CHECKED BY: | REFERENCE NO.: |
| J.L.M. | K.H. | 25-54-308-00 |
| | | DATED: JULY 2, 2025 |

**Agreement of Purchase and Sale
Commercial**

If you use more than 1 Schedule page,

This Agreement of Purchase and Sale dated this 29th day of September, 2025**BUYER:** MICHAEL VERNON FREDERICKS & SUSAN LYNN FREDERICKS
(Full legal names of all Buyers), agrees to purchase from**SELLER:** THE NORFOLK GOLF AND COUNTRY CLUB LIMITED
(Full legal names of all Sellers) *mt*, the following**REAL PROPERTY:**

Address

fronting on the side of

in the

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

and legally described as see Schedules A and B, definition of Purchase Property..... (the "property")
(Legal description of land including easements not described elsewhere)**PURCHASE PRICE:** Dollars (CDN\$) \$42,500.00

FORTY-TWO THOUSAND FIVE HUNDRED Dollars

DEPOSIT: Buyer submits see Schedule A
(Herewith/Upon Acceptance/as otherwise described in this Agreement)THIRTY THOUSAND Dollars (CDN\$) \$30,000.00

by negotiable cheque payable to see Schedule A "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.**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer
(Seller/Buyer) until (a.m./p.m.) onthe day of 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 ofsee 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):

mt

INITIALS OF SELLER(S):

[Signature]

3. **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. ~~The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.~~ 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 (any of them, "Document") 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 or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: 519-428-3105
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address: akowalsky@cobbjones.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

None

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

None

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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 his 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 himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (..... vacant land) 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.

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):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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.
- 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. 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.
- 20. 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, Broker 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.
- 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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 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 the spouse of the Seller 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 urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 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. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. 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):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

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

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

(Witness)

(Buyer/Authorized Signing Officer)

(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:

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

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

(Witness)

(Seller/Authorized Signing Officer)

(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

(Tel. No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(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.

Norfolk Golf & Country Club Nov 13/25
(Seller) (Date)

(Seller) (Date)

Address for Service 200 ALGUY

Simcoe (Tel. No.)

Seller's Lawyer

Address

Email

(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.

Michael + Susan Fredericks 13/11/25
(Buyer) (Date)

(Buyer)

Address for Service 155 Victoria St., Simcoe ON

N3Y 4R6

(Tel. No.)

Buyer's Lawyer Adam Kowalsky, Cobb & Jones LLP

Address 23 Argyle Street PO Box 548 Simcoe ON N3Y 4N5

Email akowalsky@cobbjones.ca

519 428-0170

(Tel. No.)

519 428-3105

(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)

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

SCHEDULE A

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between Michael Vernon FREDERICKS and Susan Lynn FREDERICKS (collectively, the "Buyer") and THE NORFOLK GOLF AND COUNTRY CLUB LIMITED (the "Seller") for the purchase and sale of part of the Purchase Property, being part of 200 Argyle Street, Simcoe, ON as more particularly described in Schedules A and B therein

The Buyer and Seller (the "**Parties**") hereby agree as follows:

DEFINITIONS

1. For the purposes of this Schedule, unless the context requires otherwise, the following terms and expressions will have the following meanings:
 - (a) "**Agreement**" means the agreement to which this Schedule "A" is attached and all exhibits and schedules (including this Schedules "A" and "B") attached to the agreement, in each case as they may be amended or supplemented from time to time;
 - (b) "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
 - (c) "**Buyer's Lands**" means the real properties owned by the Buyer and adjacent to the Club Lands, being 155 Victoria Street, Simcoe, Ontario (legally described as: PT LT 2 CON 6 WOODHOUSE PT 4 & 5 37R7957 S/T RIGHT IN NR539066; S/T NR336467; S/T NR26780; Norfolk County; being PIN 50235-0173 (LT)).
 - (d) "**Club Lands**" means the real property owned by the Seller, being municipally known as 200 Argyle Street, Simcoe, Ontario (legally described PART LOTS 1 AND 2 CONCESSION 6 WOODHOUSE; PART LOT 1 BLOCK 83 PLAN 182 AS IN NR206944, NR206928, NR160770, NR146675 AND NR126489 SAVE & EXCEPT NR522094, NR277064, NR571237, NR417705, NR574283, NR474226, PARTS 1, 2, 4, 5, 6, 7, 8, 9, 10 & 15 PLAN 37R10458 AND PARTS 1 TO 8 PLAN 37R11768; TOGETHER WITH AN EASEMENT OVER PTS 11, 12, 13 & 14 37R10458 AS IN NK55293; TOGETHER WITH AN EASEMENT AS IN NK55401; SUBJECT TO AN EASEMENT AS IN NK55401; TOGETHER WITH AN EASEMENT OVER PT LT 1 CON 6, WOODHOUSE PT LT 1 BLK 83 PL 182, PTS 1 -10 37R10550 AS IN NK69282; SUBJECT TO AN EASEMENT IN GROSS OVER PT LT 1 BLK 83 PL 182, PT 1 37R10643 AS IN NK69430; TOGETHER WITH AN EASEMENT OVER PT RAILWAY LT E BLK 83 PL 182 PT 13 37R10458 & PT 24 37R10644 AS IN NK69452; TOGETHER WITH AN EASEMENT OVER PT RAILWAY LT E BLK 83 PL 182 PT 11-13 37R10458 & PT 24, 26 & 27 37R10644 AS IN NK69452; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 37R10643 AS IN NK75161; being PIN 50235-0397 (LT)).
 - (e) "**Parties**" means both the Buyer and the Seller and "**Party**" means either one of them.
 - (f) "**Purchase Property**" means that part of the Club Lands identified as Part 1 in Schedule "B", comprising approximately 1721.59 square meters and abutting the Buyer's Land.

Buyer's Initials

Seller's Initials

CONSENT SEVERANCE

2. This Agreement is conditional upon the Seller obtaining municipal consent to sever the Purchase Property from the Club Lands as a boundary adjustment to the Buyer's Lands (the "**Severance Condition**"). Unless the Seller gives notice to the Buyer in writing delivered personally or in accordance with any other provisions for the delivery of notice in this Agreement not later than nine (9) months following acceptance of this Agreement that these conditions have been fulfilled or waived, this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without deduction.
3. Provided the Seller shall undertake and complete the application for the Severance Condition, the Buyer shall be responsible for all professional costs and fees in connection with the Severance Condition, the severance application and obtaining consent certificate from the municipality for the transfer of the Purchase Property including without limitation: costs of survey(s); all professional fees (but not including the Seller's legal fees).
4. Seller and the Buyer shall cooperate with each other and such reasonable requests of each other as may be made in connection with fulfilling the Severance Condition. Each of the Buyer and the Seller agrees to provide access to the others' real properties to the other or to anyone reasonably designated by the other for the purposes of fulfilling the Severance Condition upon a minimum of twenty-four (24) hours' written notice. Each party agrees to reasonably restore any alterations to the condition of their respective real properties caused by any such access by the other.

5. DEPOSIT

The Seller hereby irrevocably acknowledges having received the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) from the Buyer as the deposit for this transaction, which shall be applied to the Purchaser Pirce on completion. The parties acknowledge and agree that no interest shall be earned, received or paid on the deposit.

CLOSING

6. This Agreement shall be completed by no later than 5 p.m. on the thirtieth (30th) day after confirmation that a transfer/deed of the Purchase Property is available to be endorsed by the Committee of Adjustment for the severance of the Purchase Property or, in the event such day falls on a day that is not a Business Day, the Business Day that immediately follows (the "**Closing Date**") or such earlier or later date as the Parties agree to in writing. The Requisition Date shall be ten (10) days prior to the Closing Date and in the event that day is a day that is not a Business Day, the Business Date that immediately follows.
7. The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque, or wire transfer using the Large Value Transfer System.

Buyer's Initials



Seller's Initials



OTHER TERMS

8. **Independent Legal Advice.** The Seller acknowledges and agrees that prior to entering this Agreement he has been advised to seek its own independent legal and other professional advice and that it has had the opportunity to obtain such advice prior to its acceptance of this Agreement.
9. **Purchase Property, "As is, Where is."** The Purchase Property is being sold to the Buyer on an "as is, where is" basis. The term "as is, where is" means the condition or state of the Purchase Property on the date of this Agreement without any agreement, representation or warranty of any kind either expressed or implied on the part of the Seller or anyone on the Seller's behalf including, without limitation, as to: environmental matters and compliance with environmental law and the use to which the Purchase Property may be put and its zoning.
10. **Schedule A Priority.** In the event of a conflict between any provision(s) of the standard form OREA agreement to which this Schedule is attached and this Schedule "A", the provision(s) of this Schedule "A" shall prevail.
11. This Agreement supersedes all prior discussions, agreements and understandings of any and every nature between the parties as to the subject matter hereof (including, without limitation any offer or agreement to purchase dated October 2023) and neither party shall be bound by any condition, definition, warranty or representation, express or implied, other than as expressly provided for in this Agreement or as may be on or after the date of this Agreement duly set forth in writing and signed by all parties.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto. Execution and/or transmission in electronic form shall be binding to the same extent as an original signed signature page.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Buyer's Initials

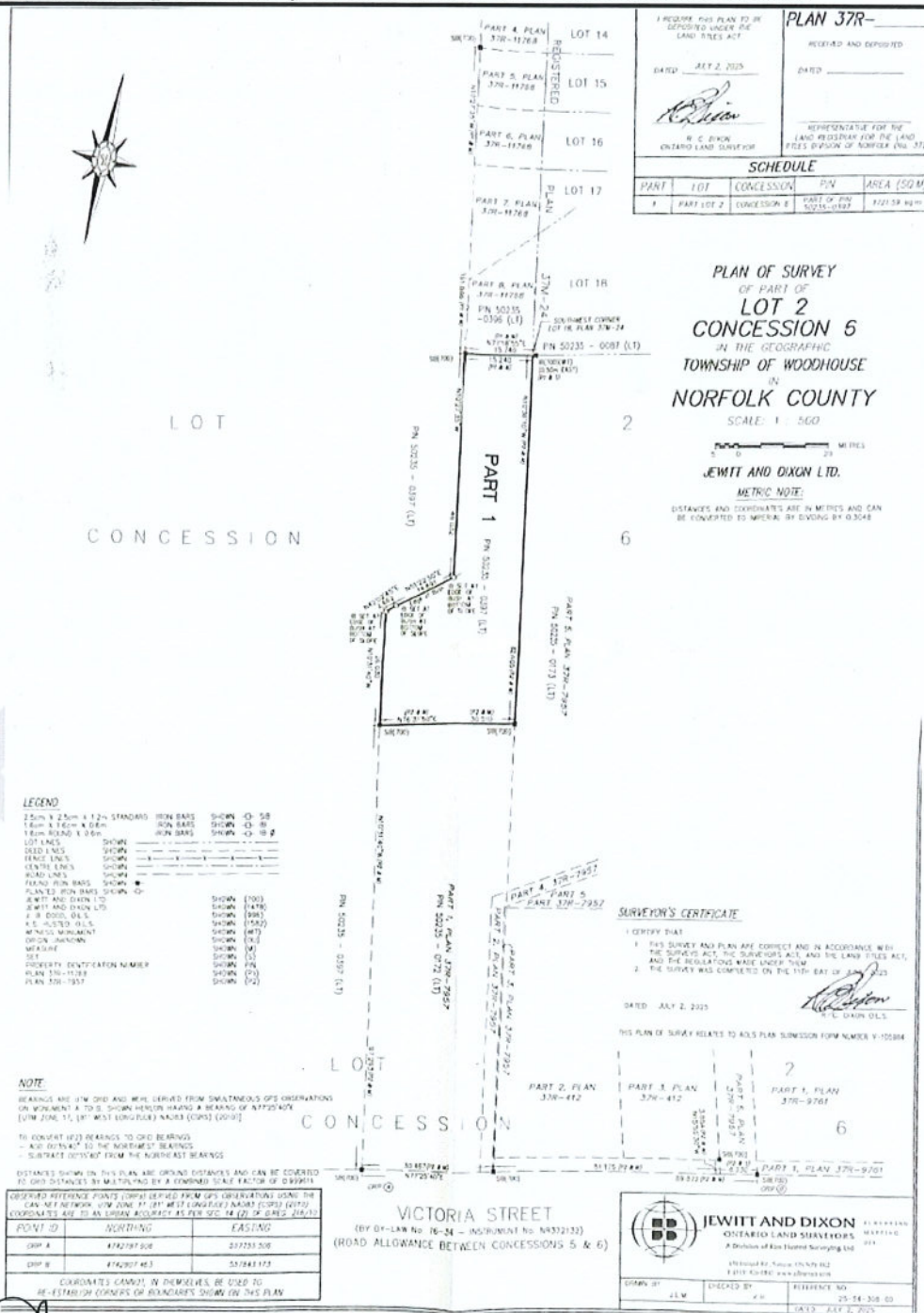


Seller's Initials



SCHEDULE B

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between Michael Vernon FREDERICKS and Susan Lynn FREDERICKS (collectively, the “Buyer”) and THE NORFOLK GOLF AND COUNTRY CLUB LIMITED (the “Seller”) for the purchase and sale of part of the Purchase Property, being part of 200 Argyle Street, Simcoe, ON as more particularly described in Schedules A and B therein



Buyer's Initials

Seller's Initials

CONTEXT MAP

Urban Area of SIMCOE

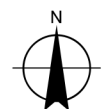


Legend

- Subject Lands
- Lands Owned

2020 Air Photo

11/28/2025



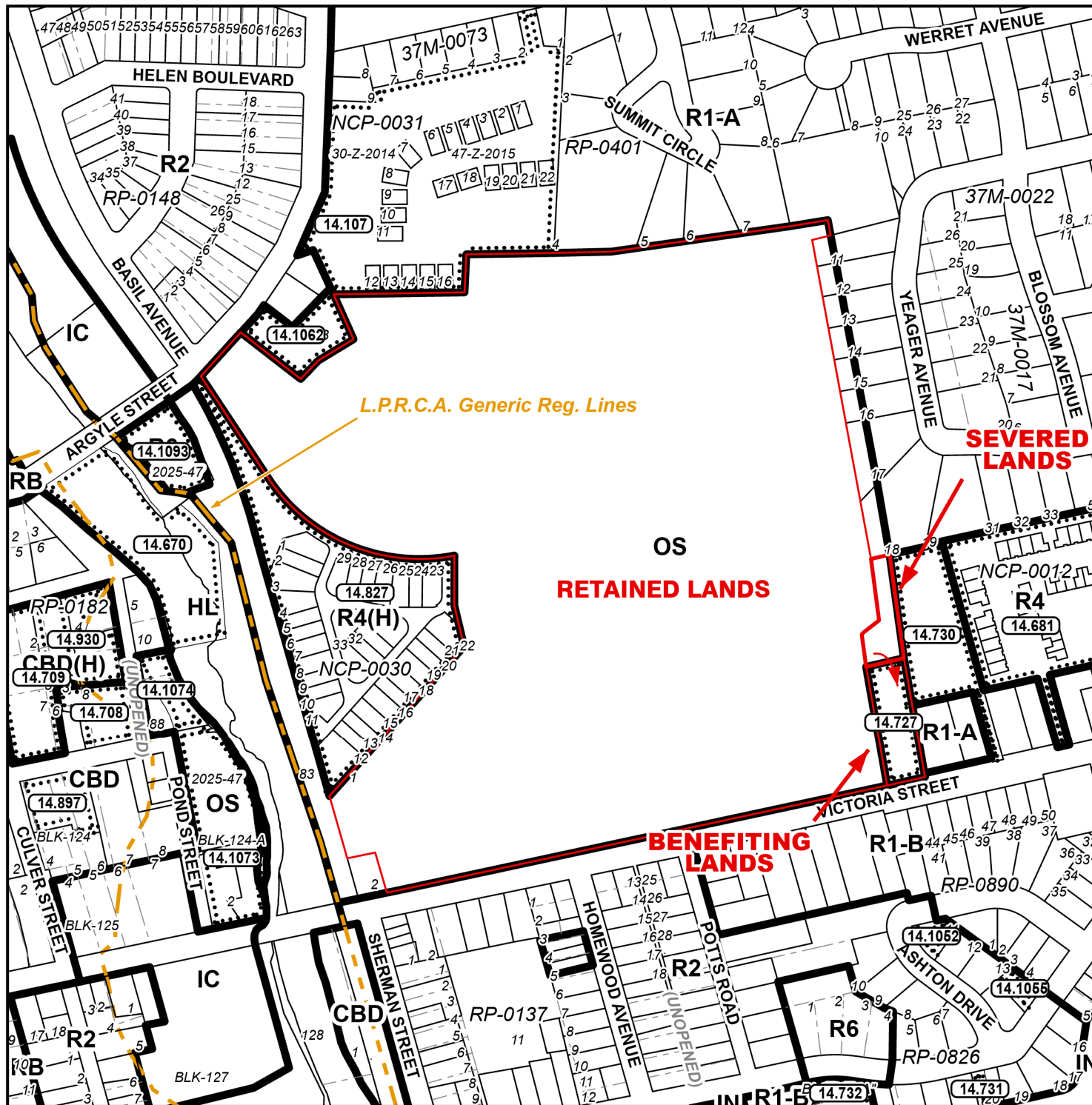
40 20 0 40 80 120 160
Meters

MAP C

ZONING BY-LAW MAP

Urban Area of SIMCOE

BNPL2025353



LEGEND

- Subject Lands
- Lands Owned
- LPRCA Generic Reg Lines

ZONING BY-LAW 1-Z-2014

- (H) - Holding
- CBD - Central Business District Zone
- CRB - Residential Commercial Business Zone
- IC - Community Institutional Zone
- HL - Hazard Land Zone
- IN - Neighbourhood Institutional Zone
- OS - Open Space Zone
- R1-A - Residential R1-A Zone
- R1-B - Residential R1-B Zone
- R2 - Residential R2 Zone
- R4 - Residential R4 Zone
- R5 - Residential R5 Zone
- R6 - Residential R6 Zone

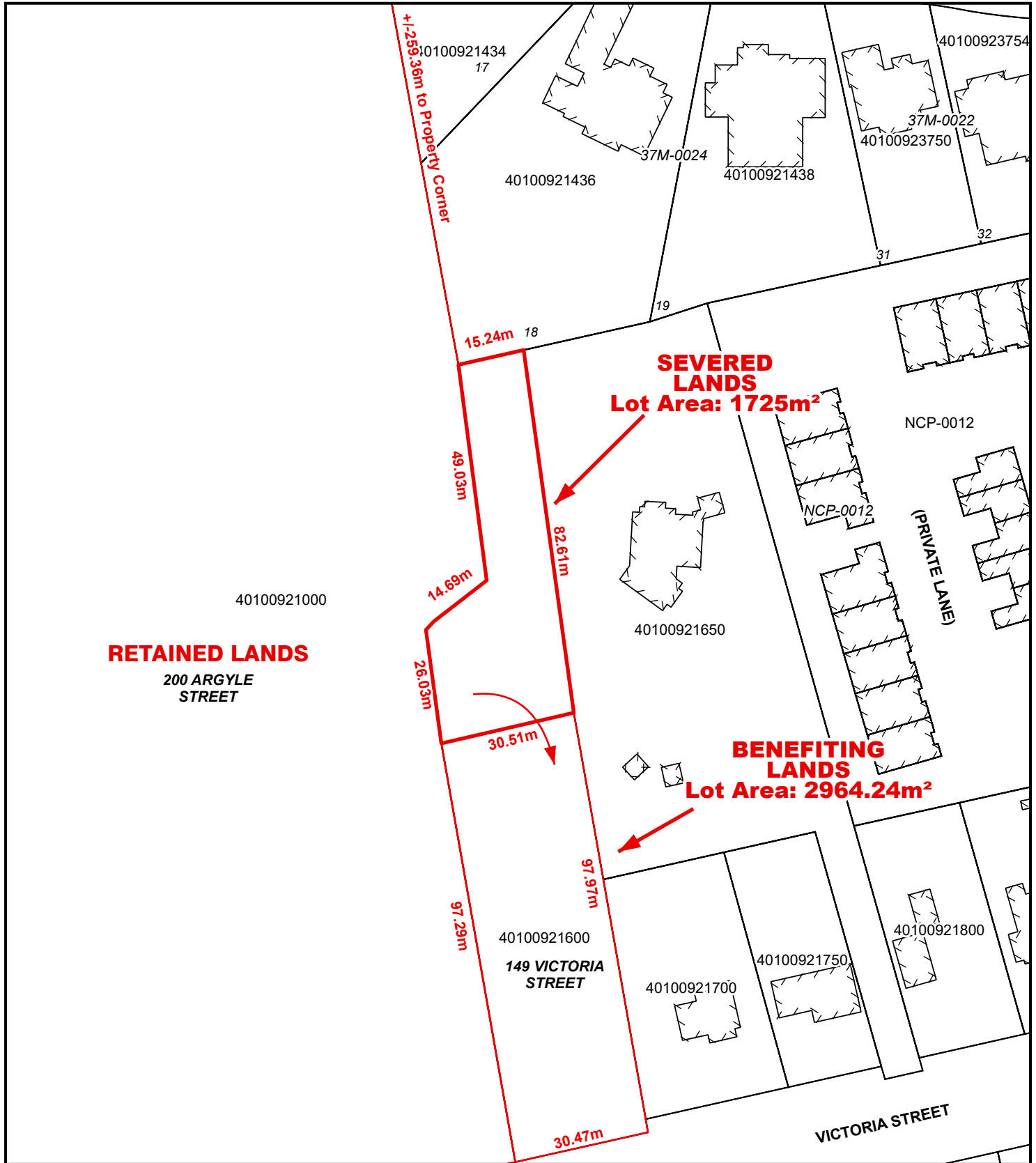
11/28/2025



30 15 0 30 60 90 120 Meters

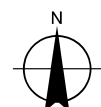
CONCEPTUAL PLAN

Urban Area of SIMCOE

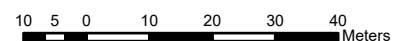


Legend

- Subject Lands
- Lands Owned

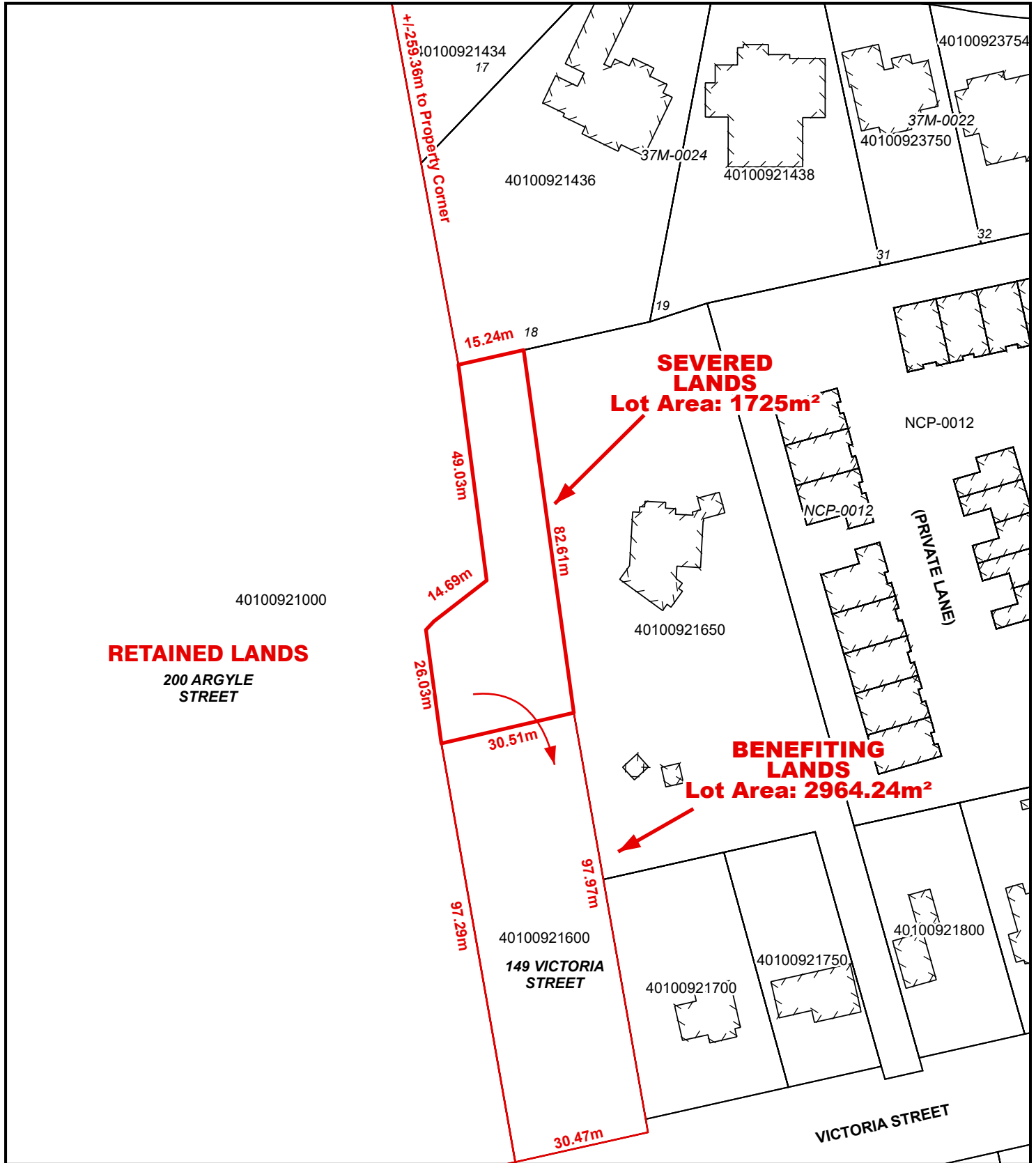


12/1/2025



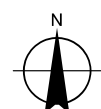
CONCEPTUAL PLAN

Urban Area of SIMCOE



Legend

- Subject Lands
- Lands Owned



12/1/2025

