

**TOWN OF PRESCOTT SURPLUS PROPERTY  
AGREEMENT OF PURCHASE AND SALE**

**BETWEEN:**

**ASHLEY & JOSEE DAVIES**

(the "Purchaser")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWN OF PRESCOTT**

(the Town")

**OF THE SECOND PART**

**1.1 STANDARD FORM AGREEMENT**

1.1.1 The Purchaser acknowledges that this is the Town's standard form of agreement of purchase and sale for lands/property deemed surplus to Municipal needs. Any addition, deletion or alteration made to this agreement by the Purchaser shall be clearly shown by highlighting or strikeout and initialed by the Purchaser, failing which this agreement shall be read as though such addition, deletion or alteration had not been made.

**1.2 DEFINITIONS**

1.2.1 In this agreement,

"Additional Terms" shall mean those additional terms to this Agreement as set out on Schedule "C" to this Agreement and that shall form a part of this Agreement;

"Closing Date" shall mean the date more particularly described in the Table of Critical Dates on which the purchase and sale of the Property is to be completed;

"Deposit" shall mean the sum more particularly described in Schedule "A" to be tendered with this offer on account of the Purchase Price;

"Irrevocable Date" shall mean the date more particularly described in the Table of Critical Dates until this offer to purchase is open for acceptance by the Town;

"Permitted Encumbrances" means those agreements, easements, rights of way, or other restrictions, limitations, conditions or encumbrances affecting title to the Property more particularly described in Schedule "A" that are now or will be at the Closing Date registered against title to the Property;

"Property" shall mean the property owned by the Town more particularly described in Schedule "A";

"Purchase Price" shall mean the price to be paid by the Purchaser for the Property as more particularly described in Schedule "A";

"Purchaser's Conditions" means those conditions as more particularly set out in Schedule "B" inserted in this agreement for the sole benefit of the Purchaser;

"Schedules" means Schedules "A", "B", and "C" to this agreement that are to be read with and form a part hereof;

"Table of Critical Dates" means the following table of dates:

EVENT	TIMING	SECTION
Irrevocable Date	October 6, 2020	Section 1.4.1
Town delivers copies of any existing Environmental Site Assessments and Other Property Specific Reports	No later than 14 days from the date this Agreement is executed by the Purchaser	Section 1.10.1
Purchaser Completes Stabilization Work to Building Envelope	Maximum 36 months after Closing	Section 1.7.1
Purchaser waives Purchaser's conditions	No later than 45 days after the Date of acceptance	Schedule "B"
Town delivers deposited reference plan of survey	Prior to date for examining title	Section 1.10.1(b)
Date for examining title	14 days prior to Closing date	Section 1.13.2
Closing Date	10 days after the date on which the Purchaser waives the Purchaser's conditions; no earlier than Nov 30 <sup>th</sup> , 2020	Section 1.14

### **1.3 OFFER TO PURCHASE**

1.3.1 The Purchaser hereby offers to purchase the Property from the Town for the Purchase Price.

### **1.4 IRREVOCABLE OFFER**

1.4.1 This offer to purchase shall be irrevocable by the Purchaser and remain open for acceptance by the Town until 4:00 p.m. on the Irrevocable Date

1.4.2 If this offer to purchase is not accepted by the Town on or before 4:00 p.m. on the Irrevocable Date, it shall immediately terminate and the Purchaser shall be entitled to the return of the Deposit in full without interest or deduction.

## **1.5 PAYMENT OF PURCHASE PRICE**

1.5.1 The Purchaser shall pay the Purchase Price as follows:

- (a) the Deposit shall be tendered with this offer to purchase and shall be credited on account of the Purchase Price on the Closing Date; and
- (b) the balance of the Purchase Price shall be paid on the Closing Date, subject to all usual and proper adjustments, with the day of closing apportioned to the Purchaser.

1.5.2 All payments on account of the Purchase Price shall be made in lawful money of Canada, payable to the Town, or as it may otherwise direct in writing, and shall be by bank draft or cheque certified by a chartered bank, trust company, Province of Ontario Savings Office, credit union or caisse populaire.

## **1.6 HARMONIZED SALES TAX ("HST")**

1.6.1 The Purchaser acknowledges that this transaction is subject to HST and that such tax and any other type of value-added or sales tax payable in connection therewith shall be in addition to the Purchase Price and shall be paid by the Purchaser.

1.6.2 The Town will not collect HST if the Purchaser provides to the Town on the Closing Date a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess, remit the HST payable and file the prescribed form, and shall indemnify the Town in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.

## **1.7 PROPERTY REDEVELOPMENT APPROVAL**

1.7.1 The Purchaser agrees to complete building envelope stabilization work to deter and/or repair any existing property deterioration issues, within the time prescribed on the Table of Critical Dates and as set out in Schedule C to this Agreement.

1.7.2 The Purchaser agrees to complete all property improvements in accordance with the zoning for the Property and requirements to maintain Heritage Designation status of the property, as set out in Schedule C to this Agreement.

1.7.3 These provisions will be enforced by the Chief Building Official in accordance with relevant by-laws and governing acts, as set out in Schedule C to this Agreement.

1.7.4 The Purchaser shall have the right at any time or times prior to the Closing Date to enter on the Property, by itself or with its contractors or agents, to conduct at its own expense and risk such further investigations or assessments of the Property as the Purchaser deems necessary, provided the Purchaser restores the Property to their original condition upon completion of such investigations. Access to the interior building on the subject Property, for investigation and/or assessment purposes, must be accompanied by a Town of Prescott employee.

1.7.5 This provision does not merge and shall survive closing.

## **1.8 PURCHASER'S CONDITIONS**

1.8.1 This Agreement shall be conditional on the Purchaser's Conditions being satisfied within the time and in the manner described therein. The Purchaser's Conditions are inserted for the sole benefit of the Purchaser and may be waived by the Purchaser in writing at any time. If the Purchaser fails or refuses to waive the Purchaser's Conditions approval within the time prescribed on the Table of Critical Dates, this agreement shall be at an end and the Purchaser shall be entitled to the return of the Deposit without interest or deduction and neither the Purchaser nor the Town shall have any further obligations under it.

## **1.9 ADDITIONAL TERMS**

1.9.1 The Additional Terms set out on Schedule "C" to this Agreement shall form part of this Agreement and shall be enforceable by the parties in accordance with the terms and conditions set out therein.

## **1.10 TOWN'S REPRESENTATIONS AND WARRANTIES**

1.10.1 The Town represents and warrants to the Purchaser as follows:

- (a) The Town has the lawful authority to sell the Property and all Council approvals have been given and all corporate authority exists for the Town to complete the transaction in accordance with its terms;
- (b) The Town shall, at its expense, provide to the Purchaser,
  - (i) a deposited reference plan of survey of the Property; and
  - (ii) Environmental Site Assessments and Other Property Specific Reports within the times prescribed on the Table of Critical Dates;

1.10.2 All of the Town's representations and warranties shall survive closing.

## **1.11 PURCHASER'S REPRESENTATIONS AND WARRANTIES**

1.11.1 The Purchaser represents and warrants to the Town as follows:

- (a) The Purchaser has inspected the Property and agrees that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Purchaser and Town;
- (b) The Purchaser has made such inquiries and conducted such investigations as the Purchaser deems necessary and is satisfied that:
  - (i) the Purchaser's intended use of the Property is a permitted use under the current zoning of the Property;
  - (ii) there are now or will be at such time as the Purchaser requires them such services available to the Property having sufficient capacity as needed for the Purchaser's intended use of the Property;
- (c) The Purchaser will be solely responsible for the cost of installing/constructing/connecting any and all services related to the development of the Property and to any subsequent building(s) constructed on the Property;
- (d) The Purchaser will be responsible for obtaining the approval of any other utility needed to service the Property;
- (e) The Purchaser agrees to complete building envelope stabilization work to deter and/or repair any existing property deterioration issues, within the time prescribed on the Table of Critical Dates and as set out in Schedule C to this Agreement;
- (f) The Purchaser agrees to complete all property improvements in accordance with the zoning for the Property and requirements to maintain Heritage Designation status of the property, as set out in Schedule C to this Agreement;
- (g) Prior to obtaining an occupancy permit for the building or buildings, the Purchaser shall not transfer the Property or any part thereof to any third person without the prior written consent of the Town, which consent may be

arbitrarily refused unless such transfer is for the purpose of securing the Property in favour of a *bona fide* commercial lender in connection with a builder's mortgage; and

- (h) The Purchaser shall not transfer any portion of the Property unencumbered by a building to any third person prior to the 10-year anniversary of the date of registration of the Transfer for the Property without the prior written consent of the Town, which consent may be arbitrarily refused.

1.11.2 All of the Purchaser's representations and warranties shall survive closing.

## **1.12 TITLE TO THE PROPERTY**

1.12.1 Title to the Property as at the Closing Date shall be good and marketable and free from encumbrances of every nature or kind, except for:

- (a) any restrictions, limitations or conditions contained in the original grant from the Crown;
- (b) any restrictions, limitations or conditions imposed by any applicable building and zoning by-laws;
- (c) any minor easements for hydro, gas, telephone or like services to the Property;
- (d) the Permitted Encumbrances.

1.12.2 The Purchaser shall have until 4:00 p.m. on the date for examining title to the Property as prescribed on the Table of Critical Dates within which to examine the title of the Property and to submit requisitions with respect thereto. If the Town is unable or unwilling to remove or remedy any requisition, and if the Purchaser will not waive the requisition, then this agreement, despite any intermediate acts or negotiations in respect of any such objections, shall be at an end and the Deposit shall be returned to the Purchaser without interest or deduction and neither the Town nor the Purchaser shall be liable to the other for any matter in connection with this agreement. Save as to any valid objection made within the times above limited, and except for any objection going to the root of the title of the Town, the Purchaser shall be conclusively deemed to have accepted the Town's title to the Property.

1.12.3 The Purchaser shall not call for the production of any title deed, abstract of title, proof or evidence of title, or survey, except as may be expressly permitted or required under the terms of this agreement.

## **1.13 CLOSING**

1.13.1 This transaction shall be completed by no later than 4:00 p.m. on the Closing Date, provided that if on such day the Registry or Land Titles Office is not open, closing shall occur on the next day thereafter on which such office is open. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided in this agreement.

## **1.14 TENDER**

1.14.1 Any tender of documents or money required by this agreement may be made upon either of the parties or their respective solicitors on the Closing Date.

## **1.15 DOCUMENT PREPARATION**

1.15.1 The Transfer shall be prepared in registerable form by and at the expense of the Town. The Purchaser at the Purchaser's expense shall prepare the land transfer tax affidavit. Unless any reasonable objection to doing so is made by the Town or Town's solicitor, the Town and Town's solicitor shall complete, at the request of the Purchaser, the statements contemplated by Section 50(22) of the *Planning Act*, R.S.O. 1990, as it may be amended and renumbered from time to time.

## **1.16 NOTICE**

1.16.1 Any notice required by or permitted to be given under this agreement shall be in writing. Any notice to the Purchaser shall be given to the Purchaser at the address or facsimile number hereafter set forth, and any notice to the Town shall be given to the Town's solicitor at the address or facsimile number hereafter set forth.

1.16.2 Any notice forwarded by mail shall, if posted in Ontario, be deemed to have been received on the fourth day, excluding Saturdays, Sundays and statutory holidays, after its post mark and any notice forwarded by facsimile shall be subject to actual receipt by the party to whom it is directed, with evidence of confirmation of transmission by the sender of such notice being sufficient evidence of receipt by the party to whom it is addressed. If transmission is completed on a Saturday, Sunday or statutory holiday, or after 5:00 P.M. on any other day, it shall be deemed to have been received on the next day which is not a Saturday, Sunday or statutory holiday.

## **1.17 TIME OF THE ESSENCE**

1.17.1 Time shall be of the essence of this agreement provided that any day established by or pursuant to this agreement for the doing of an act by any party or by which a condition is to be satisfied which falls on a Saturday, Sunday or statutory holiday shall be extended to the next day thereafter which is not a Saturday, Sunday or statutory holiday.

## **1.18 PLANNING ACT**

1.18.1 This Agreement shall be effective to create an interest in the property only if Town complies with the subdivision control provisions of the Planning Act by completion and Town covenants to proceed diligently at his expense to obtain any necessary consent by completion.

## **1.19 ENTIRE AGREEMENT**

1.20.1 The parties agree that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Property or other assets referred to herein nor is there any such representation, warranty, collateral agreement or condition which induced the Purchaser to enter into this agreement, other than expressed herein in writing. Severability.

## **1.20 SEVERABILITY**

1.21.1 Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof.

## **1.22.0 AMENDMENTS**

1.22.1 This Agreement may only be amended, modified or supplemented by a written agreement signed by all the parties to such agreement.

**1.23.0 ASSIGNMENT**

1.23.1 The Purchaser shall have the right to assign this agreement to another entity, (the "Assignee"). Upon assigning this Agreement and upon giving notice to the Town of such assignment, the Assignee shall be entitled to the benefits and subject to the liabilities of the Purchaser under this Agreement as if it were the original party executing the Agreement. The Purchaser acknowledges that it shall not be released from the Purchaser's obligations hereunder.

**1.24.0 WAIVER**

1.24.1 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

**1.25.0 ENUREMENT**

1.25.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and assigns.

Executed under seal by the Purchaser at Prescott , Ontario on the 21st day of October, 2021.

**ASHLEY & JOSEE DAVIES**

\_\_\_\_\_  
Name - Ashley Davies  
Title - Purchaser  
I have authority to bind the corporation

\_\_\_\_\_  
Name - Josee Davies  
Title - Purchaser  
I have authority to bind the corporation

The Town accepts this offer by executing the same under seal at Prescott, Ontario on the 7th day of October, 2021.

**THE CORPORATION OF THE TOWN OF PRESCOTT**

Per:

\_\_\_\_\_  
Name: Brett Todd  
Officer: Mayor

\_\_\_\_\_  
Name: Matthew Armstrong  
Officer: CAO

We have authority to bind the Corporation.

**ADDRESSES FOR NOTICES**

Purchaser:

ASHLEY & JOSEE DAVIES  
1405 County Rd 2  
Johnstown, ON K0E 1T1

Telephone No: 613-447-1199

Purchaser Solicitor:

Scott Laushway  
Laushway Law  
214 King St W, Prescott, ON K0E 1T0  
Telephone No: (613) 925-5991  
Facsimile No: (613) 925-4533

Town:

Mr. Matthew Armstrong  
Chief Administrative Officer  
The Corporation of the Town of Prescott  
360 Dibble Street West  
Prescott, ON  
K0E 1T0  
Telephone No: 613-925-2812 ext. 6220  
Facsimile No: 613-925-4381

Town Solicitor:

David C. Munday  
Cunningham, Swan,  
Smith Robinson Building  
Suite 300 – 27 Princess Street  
Kingston Ontario K7L 1A3  
Facsimile No: 542-9814



## SCHEDULE "A"

### Property:

Frontage: 131 feet more or less

Depth: \_\_\_\_\_ feet more or less

Area: 12,066 sq. ft. (0.277 acres) more or less

Municipal Street: 201 Water Street

Legal Description: PLAN 19 BLK 2 PT LOT 13 PT LOT 14 RP 15R5632 PART 2;  
TOWN OF PRESCOTT; PIN 68162-0110 (LT)

As shown on the Reference Plan of Survey on Schedule A1 to this Agreement.

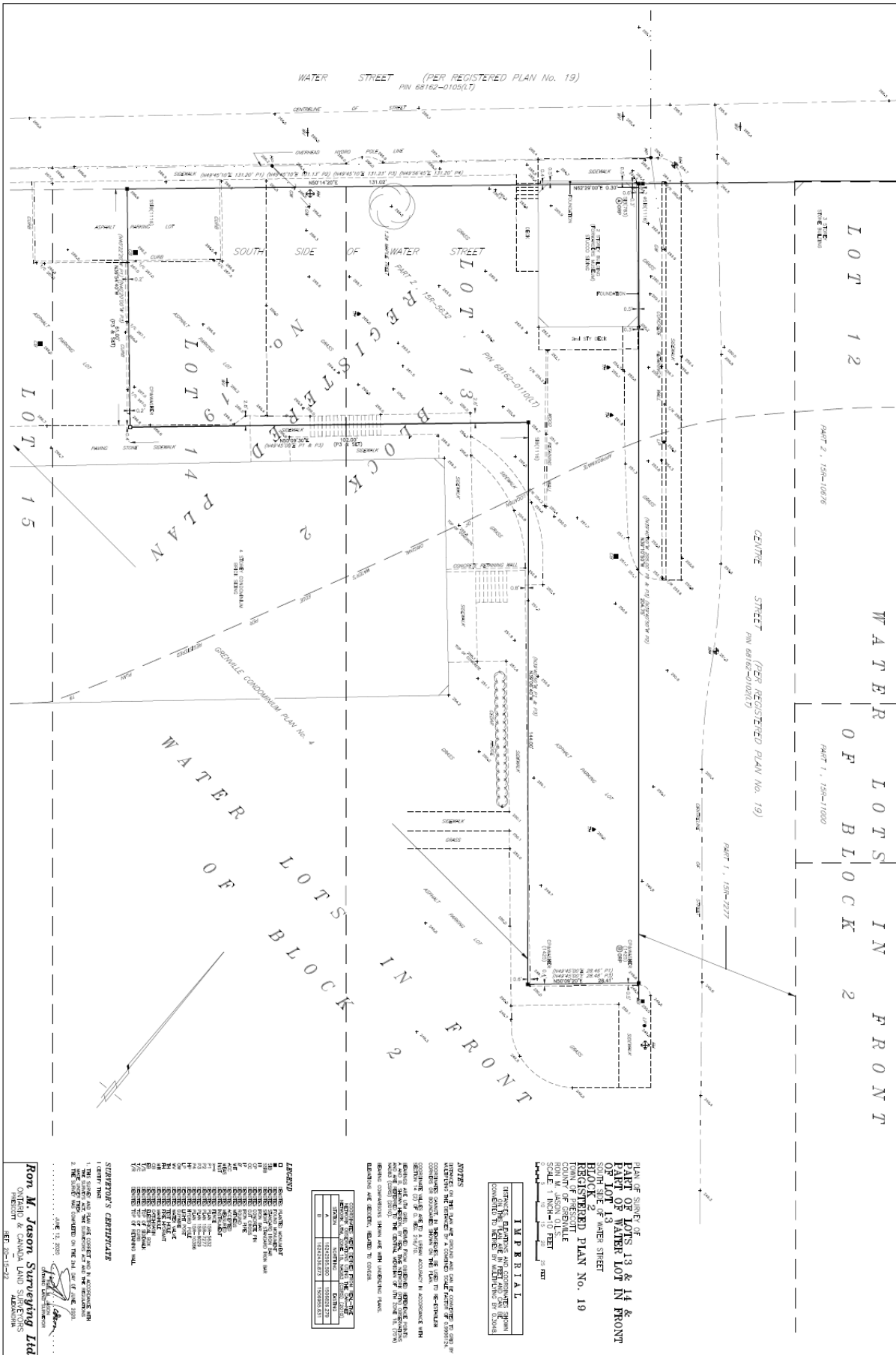
Purchase Price: **Thirty Thousand Dollars (\$30,000.00)**

**Deposit: One Thousand Dollars (\$1,000.00)**, which the Purchaser acknowledges will be non-refundable if the Purchaser fails to complete this transaction for any reason whatsoever.

**Permitted Encumbrances:** *list other agreements, easements, rights of way, or other restrictions, limitations, conditions or encumbrances affecting title and surviving closing*

1. Any municipal easements required, as set out in Schedule C of this Agreement;

**SCHEDULE "A1"**



**WATER STREETS IN FRONT**  
**OF**  
**LOT 12**  
**OF**  
**BLOCK 2**

CENTRE STREET (PER REGISTERED PLAN NO. 19)  
PART 1, 15M-11000

PART 1, 15M-2777

PART 2, 15M-10876

PLAN OF SURVEY OF PART OF LOTS 12 & 14 & PART OF WATER LOT IN FRONT OF LOT 13 SOUTH SIDE OF WATER STREET BLOCK 2 REGISTERED PLAN NO. 19 COUNTY OF GRENVILLE SCALE: 1" = 40' FEET

**IMPERIAL**  
DEPARTMENT OF SURVEY AND LAND MANAGEMENT  
COMMITTED TO SERVICE BY AUTHORITY OF QUEBEC

**NOTES:**  
1. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.  
2. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.  
3. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.  
4. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.  
5. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.  
6. THIS PLAN WAS PREPARED BY THE SURVEYOR AND HE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

STATION	BEARING	DISTANCE
1	N 0° 0' 0" E	100.00
2	S 0° 0' 0" E	100.00
3	S 0° 0' 0" E	100.00
4	N 0° 0' 0" E	100.00
5	N 0° 0' 0" E	100.00
6	S 0° 0' 0" E	100.00
7	S 0° 0' 0" E	100.00
8	N 0° 0' 0" E	100.00
9	S 0° 0' 0" E	100.00
10	S 0° 0' 0" E	100.00
11	N 0° 0' 0" E	100.00
12	S 0° 0' 0" E	100.00
13	S 0° 0' 0" E	100.00
14	N 0° 0' 0" E	100.00
15	S 0° 0' 0" E	100.00

**LEGEND:**  
 ■ BOUNDARY LINE  
 ○ CENTER POINT  
 ▲ ANGLE POINT  
 ◆ POINT OF INTERSECTION  
 □ RIGHT ANGLE  
 ▽ POINT OF COMPARISON  
 ○ POINT OF OBSERVATION  
 △ POINT OF ADJUSTMENT  
 ▽ POINT OF MEASUREMENT  
 ○ POINT OF SETTLEMENT  
 ▽ POINT OF DISTURBANCE  
 ○ POINT OF DISCONTINUITY  
 ▽ POINT OF DISCONTINUITY

**STATEMENT OF CERTIFICATION:**  
 I, **Ron M. Jason**, being duly sworn, depose and say that I am a duly qualified and licensed Surveyor in the Province of Quebec, and that I have personally surveyed and measured the land shown on this plan and that the same is true and correct to the best of my knowledge and belief.  
 DATED: 15, 2010  
**Ron M. Jason**  
 Surveyor  
**Ron M. Jason Surveying Ltd.**  
 1000, rue St-Jacques, 6<sup>e</sup> étage  
 Montréal, Québec H2Z 1K9  
 TEL: 514-392-1572

## **SCHEDULE "B"**

### Purchaser's Conditions

This Agreement is conditional on the following conditions being satisfied within the applicable time prescribed on the Table of Critical Dates:

1. The Purchaser satisfying itself at its own expense of the Purchaser's ability to develop and use the Property for its intended purpose and, for that purpose, the Purchaser shall have the right at any time or times prior to the Closing Date to enter on the Property, by itself or with its contractors or agents, to conduct at its own expense and risk such further investigations or assessments of the Property as the Purchaser deems necessary, provided the Purchaser restores the Property to their original condition upon completion of such investigations. Access to the interior building on the subject Property, for investigation and/or assessment purposes, must be accompanied by a Town of Prescott employee.
2. The Purchaser securing financing for the acquisition and development of the Property on terms satisfactory to the Purchaser, in its sole and absolute discretion.
3. The Purchaser, at its sole expense,
  - a. conducting such tests and assessments as the Purchaser, in its sole discretion, determines necessary with respect to the Property and which tests shall include, but not be limited to, soil tests, test borings, geotechnical investigations, trial pits, soil bearing capacity test, grain particle size distributions, surface runoffs or similar soils investigations, substance surveys, engineering reports; and
  - b. taking surveys, land measurements, topographical survey, leveling, contouring and elevations of the land;

Provided that the Purchaser shall, prior to undertaking any such tests, obtain the approval of the Town concerning the proposed methods, procedures and locations for any such tests and investigations, which approval shall not be unreasonably withheld, and upon completion of the tests and investigations, the Purchaser shall repair any damage to the Property arising therefrom generally restore the Property to their prior condition.

For the purpose of the Purchaser satisfying itself in respect of the foregoing Purchaser's Conditions, the Town shall provide the Purchaser, its officers, employees, contractors and agents, with reasonable access to the Property.

These conditions are inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time.

If the Purchaser fails or refuses to waive the Purchaser's Conditions within the time prescribed on the Table of Critical Dates, this agreement shall be at an end and the Purchaser shall be entitled to the return of the Deposit without interest or deduction and neither the Purchaser nor the Town shall have any further obligations under it.

**SCHEDULE “C”**  
**ADDITIONAL TERMS**

This Agreement is conditional on the following conditions being satisfied, all of which shall survive closing.

1. The Purchaser agrees to complete building envelope stabilization work to deter and/or repair any existing property deterioration issues, within the time prescribed on the Table of Critical Dates in accordance with Municipal approval requirements, the zoning for the Property and requirements to maintain Heritage Designation status of the property in accordance with Heritage Designation By-law 1913 and the Ontario Heritage Act, as referenced on Schedule C1 to this Agreement.
2. The Purchaser agrees to complete all property improvements in accordance with Municipal approval requirements, the zoning for the Property and requirements to maintain Heritage Designation status of the property in accordance with Heritage Designation By-law 1913 and the Ontario Heritage Act, as referenced on Schedule C1 to this Agreement.
3. Property that has been designated as Heritage must comply with the standards to be repaired and maintained to conform to the standards. These provisions will be enforced by the Chief Building Official in accordance with relevant by-laws and governing acts. In such case where the Property is not repaired and maintained to conform to the standards; the Town may proceed with completing required conformity improvements, and the Town shall be entitled to charge the total cost of improvements to the Purchaser who shall pay forthwith upon demand, failing which the Town may collect the costs from any security posted with the Town and/or add the cost to the tax bill of the Subject Property, whereupon such amount shall be inclusively deemed as tax arrears and may be collected in the same manner as tax arrears.
4. A permanent easement will be required by the Town for purposes of restoring and maintaining the Ontario Heritage Trust Provincial Plaque erected on the west portion of the property facing Water St. The Purchaser is prohibited from removing the plaque from its existing location as part of this Agreement.
5. The Purchaser confirms they are in receipt of all property specific reports/studies identified below, has reviewed and is fully apprised of all report/study results and recommendations. Furthermore, the Purchaser shall, at is sole cost, indemnify the Town from any and all suits, claims, damages, demands, costs, suits, actions or causes of actions of any nature or kind whatsoever arising from or connected with the carrying out of Property improvement and/or remediation works; whatever they may be.
  - Engineering Report 1  
Project: 131-20617-00 | Dated: Nov 2013 | Prepared by: Genivar
  - Engineering Report 2  
Project: 17202 | Dated: Nov 2017 | Prepared by: EVB Engineering
  - Engineering Report 3  
Project: 18381 | Dated: July 2018 | Prepared by: Keller Engineering
  - Designated Substance Survey Report 1  
Project: DPM1600 | Dated: Feb 2014 | Prepared by: CM3 Environmental
  - Designated Substance Survey Report 2  
Project: 171-15057-01 | Dated: Nov 2017 | Prepared by: WSP
  - Environmental Site Assessment Phase 1  
Report: PE4727-1 | Dated: Sept 9, 2019 | Prepared by: Paterson Group Inc.
  - Environmental Site Assessment Phase 2  
Report: PE4727-2 | Dated: May 11, 2020 | Prepared by: Paterson Group Inc.

6. The existing sidewalks and stairways that abut the subject and adjacent Property (identified as Prescott Place), shall remain accessible for tenants and guests of both Properties on a permanent basis.
7. Schedule C shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have entered into this agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED  
in the presence of :

**ASHLEY & JOSEE DAVIES**

\_\_\_\_\_  
Ashley Davies

\_\_\_\_\_  
Josee Davies

**THE CORPORATION OF THE TOWN OF  
PRESCOTT**

\_\_\_\_\_  
Brett Todd - Mayor

\_\_\_\_\_  
Matthew Armstrong - Chief Administrative Officer

**SCHEDULE "C1"**

Ontario Heritage Act – URL Link

<https://www.ontario.ca/laws/statute/90o18>

Property Heritage Designation By-law 1913 – Attached Below

RECORD OF DESIGNATION

NAME OF MUNICIPALITY: Prescott

MUNICIPAL ADDRESS OF PROPERTY: 201 Water Street

OWNER OF PROPERTY: Corporation of the Town of Prescott

ADDRESS OF OWNER: P.O. Box 160

Prescott, Ontario K0E 1T0

DATE OF SERVICE OF NOTICE OF INTENTION DESIGNATE: April 14, 1976

DATES OF PUBLICATION OF NOTICE OF INTENTION: (1) April 14, 1976

(2) April 21, 1976

(3) April 28, 1976

DATE OF DESIGNATING BY-LAW: July 5, 1976

**REASONS FOR DESIGNATION:**

Originally a Forwarding Trade building, 201 Water Street, corner of Centre Street (SW) - Circa 1795 by unknown builder. An interesting example of a commercial structure, with a basic pattern of simplified three storey Scottish-Canadian architecture, incorporating beautiful exterior and interior.

**PROPERTY DESCRIPTION:**

ALL and Singular that certain parcel or tract of land and premises, situate, lying and being in the Town of Prescott, in the County of Grenville and being composed of Part of Lot No. 13, on the south side of Water Street, in Block 2, according to Plan No. 19, of the Town of Prescott.

DATE: August 23, 1983

THE CORPORATION OF THE TOWN OF PRESCOTT

1913

BY-LAW NUMBER 1913

A BY-LAW TO DESIGNATE THE PROPERTY AT  
201 WATER STREET

WHEREAS The Ontario Heritage Act, 1974 authorizes the Council of a municipality to enact by-laws to designate real property, including the buildings and structures thereon, to be of historic or architectural value or interest;

AND WHEREAS the Council of The Corporation of the Town of Prescott has caused to be served upon the owner of the lands and premises known as 201 Water Street and upon the Ontario Heritage Foundation notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in a newspaper having general circulation in the municipality once for each of three consecutive weeks;

AND WHEREAS the reasons for designation are set out in Schedule "B" hereto;

AND WHEREAS no notice of objection to the said proposed designation has been served upon the Clerk of the municipality;

THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF PRESCOTT, ENACTS AS FOLLOWS:

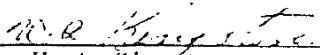
1. THAT the real property known municipally as 201 Water Street, more particularly described in Schedule "A" attached hereto is designated as being of historical and architectural interest.

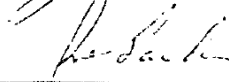
2. THAT the Town Solicitor be authorized to cause a copy of this by-law to be registered against the property described in Schedule "A" hereto in the proper land registry office.

3. THAT the Town Clerk be authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Foundation and to cause notice of this by-law to be published in a newspaper having general circulation in the Town of Prescott.

READ A FIRST, SECOND, AND THIRD TIME AND EXACTED IN COUNCIL

this 5th day of July A.D., 1976.

  
\_\_\_\_\_  
W. A. Kingston MAYOR

  
\_\_\_\_\_  
N. W. D. Barber CLERK

SCHEDULE "A"

TO BY-LAW NUMBER 1913

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Prescott, in the County of Grenville and being composed of Part of Lot No. 13, on the south side of Water Street, in Block 2, according to Plan No. 19, of the Town of Prescott, more particularly described as follows:

COMMENCING at the north east angle of said Lot No. 13;

THENCE southerly along the easterly limit of said Lot No. 13, a distance of 61 feet to a point;

THENCE westerly and parallel to the northerly limit of said lot No. 13 a distance of 50 feet to a point;

THENCE northerly and parallel to the easterly limit of said Lot No. 13 a distance of 61 feet to a point in the northerly limit of said Lot No. 13;

THENCE easterly along the northerly limit of said Lot No. 13, a distance of 50 feet to the place of beginning.



SCHEDULE " B "

TO BY-LAW NUMBER 1913

Reasons for the designation of the property at  
201 Water Street

Originally a Forwarding Trade building, 201 Water Street, corner of Centre Street (SW) - Circa 1795 by unknown builder. An interesting example of a commercial structure, with a basic pattern of simplified three storey Scottish-Canadian architecture; incorporating beautiful exterior and interior moldings, rugged stone work and zestful fireplaces. It maintains its original design and fabric with a few interior alterations. The building is a local landmark and important in streetscape terms because of its position and location relative to the proposed town waterfront redevelopment.