TO: Bert Meunier, Chief Administrative Officer

FROM: Mark Segsworth, Commissioner of Operations

PREPARED BY: Robert Steele, Manager of Fleet

DATE OF MEETING: 2004-03-02

SUBJECT: Six (6) 2004 Model Year, Compact Cars

Tender No. 0S-FL-01-2004

RECOMMENDATION TO COUNCIL:

That Council approve the purchase of six (6) 2004 Model Year, Compact Cars from Gateway Toyota for the tender amount of $106,854.24 plus applicable taxes.

ORIGIN/PURPOSE:

This purchase is for the replacement of six (6) existing vehicles in Social Services currently under a lease agreement expiring March 31, 2004.

OPTIONS/DISCUSSION:

Public tenders were issued and closed, with the results as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid submission</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Braden Ford</td>
<td>$120,166.00</td>
<td>Unable meet delivery guidelines</td>
</tr>
<tr>
<td>Gateway Toyota</td>
<td>$106,854.24</td>
<td>Meets all specifications</td>
</tr>
<tr>
<td>Thompson Chrysler</td>
<td>$102,992.00</td>
<td>Unable meet delivery guidelines</td>
</tr>
<tr>
<td>Taylor Chevrolet</td>
<td>$ 98,470.00</td>
<td>Unable meet delivery guidelines</td>
</tr>
<tr>
<td>Kingston Kia</td>
<td>$ 89,220.00</td>
<td>Does not meet specifications</td>
</tr>
</tbody>
</table>

Three of the above dealers were not able to meet the delivery date specified within the tender document. Kingston Kia, although the lowest bid submission received, was unable to meet specifications with regards to the anti lock brake system as it is not available on their vehicles. The only dealer to meet the requested specifications was Gateway Toyota of Kingston.
EXISTING POLICY/BY-LAW:
Purchasing By-law 2000-134 as amended.

LINK TO STRATEGIC PLAN:
Not applicable.

FINANCIAL CONSIDERATIONS:
Funding for this purchase is from the Municipal Equipment Replacement Reserve Fund and within the equipment replacement envelop from the 2003 Capital Budget. The Fleet Division will administer the acquisition and maintenance of these vehicles and will allocate costs on a monthly basis to the social services division. The costs associated with this monthly allocation are eligible for subsidization under the terms of the Consolidated Municipal Service Manager Agreement for Social Services with the Province of Ontario through the Ministry of Community and Social Services.

CONTACTS:
Adele LaFrance, Manager, Administrative Services, Social Services - 546-2695 x 4815
Robert Steele, Manager, Fleet - 546-4291 x 2216
Gerard Hunt, Manager of Finance 546-4291 x 2205

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:
Administrative Services, Social Services Division
Finance Division

NOTICE PROVISIONS:
Not applicable

APPENDICES:
None

Mark Segsworth, P. Eng.
Commissioner of Operations

Bert Meunier
Chief Administrative Officer
TO: Bert Meunier, Chief Administrative Officer
FROM: Terry Willing, Acting Commissioner, Planning and Development Services
PREPARED BY: Speros Kanellos, Manager, Engineering Division
DATE OF MEETING: March 2, 2004
SUBJECT: SIGNING AUTHORITY FOR SITE ACCESS AGREEMENT WITH TAMARACK WATERLOO CORPORATION

RECOMMENDATION TO COUNCIL:

That Council authorize the Mayor and City Clerk to sign a Site Access Agreement with Tamarack Waterloo Corporation, to the satisfaction of Legal Services, so that the City may place clean earth and rock fill on the lands described as Parts 1 through 15 inclusive on the draft plan attached to the agreement.

ORIGIN/PURPOSE:

Tamarack intends to convey to the City, at no cost to the City, a portion of Centennial Drive, as a condition of final approval of the Plan of Subdivision for Waterloo Village Phase IV. The City intends to acquire additional land, as required, to complete the design and construction of Centennial Drive from Taylor-Kidd Boulevard to the CN right-of-way. The City desires to place clean earth and rock fill on the lands south of Taylor-Kidd Boulevard that are intended to become Centennial Drive. The clean earth and rock fill will be trucked from the Counter Street capital project that has been tendered and awarded and is awaiting access to these lands.

The purpose of the Site Access Agreement, is to grant the City access to the Tamarack lands, so that the Counter Street project can commence as soon as possible.

OPTIONS/DISCUSSION:

The tender for the Counter Street Project calls for the removal of 35,000m² of fill. Significant cost savings will be realized by the City if this fill is placed in a location where it can be used for another project; the Centennial Drive Extension will require this fill. The contractor is awaiting confirmation from the City to begin hauling fill from Counter Street to Centennial Drive. The design for Centennial Drive, from the Taylor-Kidd intersection to the future Wheathill Street, will be ready for tender by the end of February, 2004.
EXISTING POLICY/BY-LAW:

None.

LINK TO STRATEGIC PLAN:

Centennial Drive and Counter Street are identified as arterials in the draft Transportation Master Plan. The Transportation Master Plan is a planning initiative in the FOCUS Kingston 2000-2010 document.

FINANCIAL CONSIDERATIONS:

There is no cost to the City to enter into this Site Access Agreement. The contract for Counter Street has been awarded and budgeted for in the 2003 capital budget.

CONTACTS:

Terry Willing, Acting Commissioner, Planning and Development Services, 384-1770 ext. 3181
Speros Kanellos, Manager, Engineering Division, 384-1770 ext. 3133
John Sawarna, Project Engineer, Engineering Division, 384-1770 ext. 3169

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:

Legal Services.

NOTICE PROVISIONS:

None required.

APPENDICES:

None.
Terry Willing
Acting Commissioner, Planning & Development Services

Bert Meunier
Chief Administrative Officer
TO: Bert Meunier, Chief Administrative Officer
FROM: Mark Segsworth, Commissioner of Operations
PREPARED BY: Lorraine Thibadeau, Leasing Consultant, Properties
DATE OF MEETING: March 2, 2004
SUBJECT: Lease with A.O.G. Heliservices Inc.

RECOMMENDATION TO COUNCIL:

1. That City Council approve a land lease between The Corporation of the City of Kingston and A.O.G. Heliservices Inc. for the rental of 4,636m² of land at the Kingston (Norman Rogers) Airport, for a ten (10) year term commencing July 1, 2003, and expiring June 30, 2013, at an annual rent of $5,070.88, with rent being subject to CPI adjustments annually, together with increases in annual rent of $1,000.00 every second year during the last eight years of the lease term; and

2. That the Mayor and City Clerk be authorized to sign a lease in a form satisfactory to the City Solicitor.

ORIGIN/PURPOSE:

The tenant has requested a new lease to permit A.O.G. Heliservices Inc to continue operating from the current location.

OPTIONS/DISCUSSION:

The tenant is the owner of the building located on the subject land, and has leased the land from the City since 1983, with the most recent term having expired June 30, 2003. All rents are current and the tenant has complied with terms and conditions of previous leases. The rent proposed is set in accordance with By-Law No. 2000-119.

EXISTING POLICY/BY-LAW:

By-Law No. 2000-119, a By-Law to Establish a User Fee Structure at the Kingston (Norman Rogers) Airport.

By-Law No. 98-1, Council Procedural By-Law, provides authority for the Mayor and Clerk to sign all agreements that are approved by Council.
LINK TO STRATEGIC PLAN: N/A

FINANCIAL CONSIDERATIONS:

Total rent payable to the City over the term of the lease is $70,708.80, without factoring in an amount for CPI adjustments. In addition, the tenant will pay a proportionate share of the property taxes assessed to the airport.

CONTACTS:

Brad Finch, Airport Manager – 389-6404, Ext. 101

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:

Alan McLeod, Legal Division – Ext. 1237
Lorraine Thibadeau, Properties Division – Ext. 1602

NOTICE PROVISIONS: N/A

APPENDICES: N/A
TO: Bert Meunier, Chief Administrative Officer
FROM: Denis Leger, Commissioner of Corporate Services
PREPARED BY: Hal Linscott, City Solicitor and Director of Legal Services
DATE OF MEETING: March 2, 2004
SUBJECT: License Agreement - Provincial Offences Court and Office Space, 49 Place d’Armes, Kingston

RECOMMENDATION TO COUNCIL:
That City Council approve the entering into of the license agreement with the Ontario Realty Corporation for the Provincial Offences Court Room and Office Space in the facility located at 49 Place d’Armes, and authorize the Mayor and City Clerk to execute such agreement.

ORIGIN/PURPOSE:
The current license agreement for courtroom and office space at 49 Place d’Armes has expired. The Ontario Realty Corporation (Licensor) has offered a three year term for the license agreement effective from March 27, 2002 to March 26, 2005.

OPTIONS/DISCUSSION:
When the City of Kingston assumed responsibility for the administration and prosecution of portions of the Provincial Offences Act, a license agreement was executed with the Ontario Realty Corporation (as Licensor), a crown corporation of the Ontario Government responsible for the provision of property management services. The license agreement encompasses courtroom and office areas.

This property was subsequently transferred to Lape Holdings Corp., a company which licenses space to the Ontario Realty Corporation, which entity then licenses space to The Corporation of the City of Kingston.

The most recent license agreement expired on March 26, 2002 and the Licensor has proposed a renewal of the license for a three year term commencing March 27, 2002 and ending on March 26, 2005. It is based on a minimum of one hundred sixty-eight (168) days use for the shared courtroom space and one thousand three hundred square feet (1,300 ft²) of office space used by City staff.
EXISTING POLICY/BY-LAW:
The approval of City Council is required to enter into a new License Agreement.

LINK TO STRATEGIC PLAN:
N/A

FINANCIAL CONSIDERATIONS:
The fees under the new agreement remain unchanged at Eighty Dollars ($80.00) per day for shared courtroom space and Seventeen Dollars Fifty-Nine Cents ($17.59) per square foot for office space.

CONTACTS:
Dave Wright, Ontario Realty Corporation 545-0386

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:
Eldeen Murphy, Court Administrator, Legal Services Division 546-4291, Ext. 1615
Barclay Mayhew, Manager, Properties Division 546-4291, Ext. 1233

NOTICE PROVISIONS:
N/A

APPENDICES:
License Agreement, Schedule “A”

[Signatures]
Denis Leger
Commissioner of Corporate Services

Bert Meunier
Chief Administrative Officer
LICENCE AGREEMENT

THIS AGREEMENT made as of the first day of March, Two Thousand and Two.

AMONG:

Lape Holdings Corp.

(herein called the "Landlord")

OF THE FIRST PART;

AND:

HER MAJESTY THE QUEEN in right of Ontario as represented by the Chair of the Management Board of Cabinet

(herein called the "Licensor")

OF THE SECOND PART;

AND:

THE CORPORATION OF THE CITY OF KINGSTON

(herein called the "Licensee")

OF THE THIRD PART

RECITALS

A. By a lease dated September 21, 2000 (the "Lease"), Lape Holdings Corp., as landlord, leased to Her Majesty the Queen in Right of Ontario as represented by the Chair of the Management Board of Cabinet, as tenant, for a License Term of Fifteen (15) years commencing on September 21, 2000 and ending on September, 20, 2015 inclusive, all of the building having a Rentable Area of 207,184 square feet (the "Premises") and comprising all of the building (the "Building") municipally known as 49 Place D'Armes, on the lands in the Kingston, Ontario, in the County of Frontenac, more particularly described in Schedule "A" attached thereto (the "Lands").

B. The parties hereto have agreed that the Licensee shall have the right, pursuant to the Licence herein granted, to utilize: i) the Court room, Holding Cells, Crown Interview and Witness room on per diem basis (herein referred to as the "Court Space") and ii) administration space (general office area and POA Guilty Plea, JP1 and Bailiff rooms) on the first floor of the Building on a full time basis (herein referred to as the "Administration Space") (together the "Licensed Premises") in the locations shown outlined on the floor plans attached hereto as Schedule "B1 and Schedule "B2", subject to the terms and conditions of this License Agreement (the "Agreement")

NOW THEREFORE, in consideration of the sum of Two Dollars ($2.00) now paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and undertakings herein contained and expressed, it is agreed between the Licensor and the Licensee as follows:
1. **Grant of License**

The Licensor hereby grants to the Licensee the licence and privilege (irrevocable in accordance with the terms hereof) to utilize: i) on a per diem basis, the Court Space; and ii) on a full time basis, the Administration Space; for the administration of the Provincial Offences Act and for no other purpose, subject to the further terms and conditions hereof.

It is the intent of the parties that this Agreement is to be interpreted as a fully gross licence and not a semi-gross or a net licence, and that the License Fee includes the Licensee's share of taxes, operating costs and utilities (but not the Licensee's insurance) all as outlined in the Lease.

2. **License Term**

The Licensee shall be permitted to use the Licensed Premises for a period of time commencing on March 27, 2002 (the "Commencement Date") and ending on March 26, 2005 ("the "License Term"), and there will be no further renewal and overholding of the License Term of this Agreement unless agreed to by the parties in writing.

3. **License Fee**

The Licensee shall pay to the Licensor, for the Licence hereby granted, during the Term, a minimum annual licence fee (the "Licence Fee") of $36,307.00, payable in advance on or before the anniversary of the Commencement Date in each year of the Term, based upon the following

(i) for the Court Space, the annual fee of Thirteen Thousand, Four Hundred and Forty Dollars ($13,440.00), based on a minimum of One Hundred and Sixty Eight (168) days of use permitted during the Term. Any additional days of use (in excess of 168 days) will be paid for the Licensee, at the daily rate of Eighty Dollars ($80.00) per day, upon receipt of an invoice from the Licensor for such additional use.

(ii) for the Administration Space, Twenty Two Thousand, Eight Hundred and Sixty Seven Dollars ($22,867.00) based on an annual licence fee of Seventeen Dollars and Fifty nine cents ($17.59) per rentable square foot for 1,300 rentable square feet.

Together with the executed copies of this Agreement and proof of insurance as required by paragraph 6 of this Licence Agreement, the Licencee shall deliver to the Licensor one (1) cheque, payable to the Licensor in the amount of $38,848.49 (inclusive of GST).

In addition to the Licence Fee payable hereunder, the Licensee will pay to the Licensor (acting as agent for the taxing authority if applicable) or directly to the taxing authority (if required by the applicable legislation) the full amount of all goods and services tax, sales taxes, value-added taxes, multi-stage taxes, business transfer taxes and any other taxes (collectively and individually, "Sales Taxes") imposed on the Licensee in respect of the Licence Fee payable by the Licensee under this Licence. Sales Taxes so payable by the Licensee:

(a) will be calculated and paid in accordance with the applicable legislation; and
(b) despite anything else in this Licence, will be considered not to be Licence Fee, but the Licensor will have all of the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Licence Fee under this Licence or at law.

4. **Covenants of Licensee**

The Licensee, its employees, agents, invitees and those for whom the Licensee is, in law, responsible, shall:

(a) Conduct themselves in a manner which does not interfere with the general use of the Building by the Licensor or any other person carrying on its activities within the
Building;

(b) Ensure that the Licensee and those for whom the Licensee is, in law, responsible, use the Licensed Premises only, and do not occupy or otherwise make use of any other portion of the Building;

(c) Comply with: (i) all applicable laws of any relevant authority having jurisdiction; and (ii) the Building rules and regulations in place from time to time as determined by the Licensor, when making use of the Licensed Premises in accordance with the provisions of this Agreement;

(d) Take all reasonable steps to ensure that only the Licensee’s officers, agents, employees, contractors invitees or licensees be permitted access to the Licensed Premises or any other portion of the Building during the License Term;

(e) Upon the request of the Licensor, forthwith reimburse the Licensor for the cost of any repair or replacement to the Licensed Premises or any other portion of the Building resulting from the use of the Licensed Premises by the Licensee, its servants, agents, employees, contractors, invitees and any other person for whom the Licensee is responsible at law, pursuant to the terms of this Agreement; and

(f) Shall use the Licensed Premises during the Licensed Term for purposes of a court house and ancillary office uses and only on the days set out in Schedule “C”. Notwithstanding the aforementioned the Licensee may use the Licensed Premises on such other days subject to prior availability and the consent of the Licensor. All appointments for the use of same by the Licensee will be made through the Manager of Court Services, Ministry of Attorney General, Peter Fitzpatrick (613) 548-6816 or his designate.

5. Licensee’s Acknowledgment

The Licensee acknowledges that the Licensor's interest in the Licensed Premises is pursuant to the Lease and acknowledges receipt of a copy of same. Save and except for the payment of Rent thereunder, and except as amended by this License Agreement, the Licensee covenants to comply with the terms and conditions of the Lease to the extent they relate to the Licensed Premises.

The Licensee further acknowledges that in the event the Lease shall be terminated for any reason, this License Agreement shall also be terminated.


No legal title, leasehold or subleasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

7. Liability and Indemnification of Licensor

The Licensee shall protect and hereby indemnifies and holds the Licensor harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or other loss or injury whatsoever arising from or out of or as a result of the use or presence of the Licensed Premises or as a result of any act or omission of any agent, servant, employee or any other person for whom the Licensee may in law be responsible. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee arising out of the presence or use of the Licensed Premises, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation.

8. Insurance

The Licensee shall, at its own cost and expense, take out, carry and keep renewed during the License Term in the name of the Licensor and the Licensee, public liability and property damage insurance including personal injury liability and contractual liability, with respect to the Building, such coverage to include the activities and operations conducted by the Licensee, its servants, agents, employees, invitees and any other person for whom the
Licensee is in law responsible. Such policy shall be written on a comprehensive basis with inclusive limits of not less than five million dollars ($5,000,000) per occurrence for bodily injury to any one or more persons or property damage and such higher limits as the Licensor, acting reasonably, may from time to time require. Such policies shall contain a severability of interest clause and a cross liability clause. Certificates evidencing such insurance shall be delivered to the Licensor upon request.

9. **Damage and Destruction**

If, at any time during the License Term, the Building or the Licensed Premises shall be damaged or destroyed, in whole or in part, by fire or other peril, then, in every such event, the Licensor shall have the option, in its sole discretion, of repairing or rebuilding the Building or the Licensed Premises or of terminating this Agreement. In either event, the Licensor shall reimburse the Licensee for a pro-rata portion of the Licence Fee allocable to the period between the date of damage or destruction and the date the Licensed Premises are again made available to the Licensee for use and occupation hereunder or the end of the License Term of this Agreement if terminated, as the case may be. Reimbursement by the Licensor of Licence Fee paid hereunder shall be in proportion to the part of the Licensed Premises which is rendered unfit for occupancy or impossible or unsafe for use or occupancy if part only of the Licensed Premises is damaged or destroyed and this Agreement is not terminated as aforesaid.

10. **Maintenance and Repair of Licensed Premises where the Licensee is at Fault**

If the Licensed Premises or any portion thereof require repair, replacement or alteration,

(a) because of the negligence, fault, omission, want of skill, act or misconduct of the Licensee or its officers, agents, employees, contractors, invitees or licensees; or

(b) due to the requirements of Authorities relating to the Licensee's use and occupation of the Licensed Premises,

the Licensor may forthwith perform whatever repair, replacement or alteration is required and the cost of the repairs, replacements or alterations plus a sum equal to fifteen percent (15%) thereof will be paid by the Licensee to the Licensor on demand. Alternatively, the Licensor may, upon giving the Licensee prior written notice, require the Licensee to complete, as promptly as possible, whatever repair, replacement or alteration is required, in a good and workmanlike manner and to the satisfaction of the Licensor, acting reasonably.

11. **Notice of Defect**

The Licensee shall give immediate notice to Licensor of any accident, defect or damage in any part of the Licensed Premises which comes to the attention of Licensee or any of its employees or contractors, notwithstanding the fact that Licensor may not have any obligation in respect of the same.

12. **Licensor's Insurance**

If any insurance policy on the Licensed Premises shall be cancelled or should be threatened to be cancelled by the Licensor's insurer, or the coverage thereunder reduced or threatened to be reduced in any way by the Licensor's insurer by reason of the use of the Licensed Premises or any part thereof by the Licensee or should the cost of such insurance policies be increased as a result of the use of the Licensed Premises, then the Licensee shall be responsible for such increase in costs or, in the case of a threatened cancellation, if the Licensee fails to remedy the condition giving rise to such cancellation, threatened cancellation, reduction or threatened reduction of coverage within twenty four (24) hours after notice thereof by the Licensor, the Licence granted by the Licensor to the Licensee pursuant to this Agreement shall be terminated immediately and the Licensee shall vacate the Licensed Premises in accordance with the provisions of this Agreement within twenty four (24) hours of such notice of termination.
13. **Assignment and Sub-Licensing**

This Agreement and the Licence and privileges granted to the Licensee hereunder are personal to the Licensee and shall not be assigned or sub-licensed either in whole or in part by the Licensee without the consent in writing of the Licensor, which consent by the Licensor may be unreasonably and arbitrarily withheld.

14. **Environmental Contamination**

The Licensee covenants with the Licensor to use its continuing effort throughout the License Term and any renewal thereof to ensure that no part of the Licensed Premises are used, without limitation, to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant, except in strict compliance with all applicable laws, by-laws, regulations, guidelines or directives of any government or governmental authority having jurisdiction. "Environmental Contaminant" includes any hazardous or toxic substances or materials including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handled friable materials including asbestos; PCBs and substances or any other materials declared or defined to be hazardous, toxic, or a contaminant or pollutant in or pursuant to any such laws of, by-laws, regulations, guidelines or directives of any government or governmental authority having jurisdiction.

15. **License Termination on Default by Licensee**

(a) If the Licensee for any reason becomes unable or fails properly to conduct or carry on in accordance with this Agreement or if the Licensee shall violate or fail to observe and perform any one or more of the terms, covenants or conditions of this Agreement and if such default shall continue for a period of ten (10) days after receipt of notice by the Licensee from the Licensor requiring the Licensee to rectify the default then, and in such event, the Licensor, apart from any other remedies available to it in law or otherwise, shall be entitled to terminate this Agreement and the Licence hereby granted, at the sole expense of the Licensee and the Licensee shall forfeit the Licensed Premises to the Licensor.

(b) Notwithstanding such termination, the parties agree that the Licensor's right to claim, sue and recover any payments due pursuant to Section 7 hereof or any other monies due by the Licensee to the Licensor pursuant to this Agreement and all and any other remedies available to the Licensor in law for any default hereunder on the part of the Licensee shall survive such termination.

16. **Covenants of the Licensor**

The Licensor covenants with the Licensee:

(a) To enforce for the benefit of the Licensee the obligations of the Landlord under the Lease with the intent that the benefit of such covenants shall extend to the Licensed Premises and be enjoyed by the Licensee and its successors and permitted assigns;

(b) To pay all Rent reserved under the Lease and to duly perform and observe all the obligations of the Licensor as tenant under the Lease; and

(c) To indemnify and save harmless the Licensee from any and all claims, damages, costs and expenses, howsoever arising, with respect to any breach or default by the Licensor of any of the provisions of the Lease.

17. **Acknowledgements and Warranties of the Licensor**

The Licensor acknowledges and warrants to the Licensee that:

(a) It has the good right, full power and absolute authority to License the Licensed Premises in the manner aforesaid, according to the true intent and meaning of this Agreement; and

(b) The Licensed Premises are not subject to any other assignment or sublease by the
18. **Covenants of the Landlord**

The Landlord covenants and agrees with the Licensee that:

(a) The Lease is in good standing;
(b) All Rent owing under the Lease has been paid to date;
(c) The covenants and conditions contained in the Lease have been duly observed and performed by the Licensor to date;
(d) The Lease is the entire agreement between the Landlord and the Licensor pertaining to the Licensed Premises; and
(e) Subject to the payment of the License Fee and to the observance and performance of the terms, covenants and conditions contained in the Lease on the part of the Licensor therein to be observed and performed, the Licensee may enter into and upon and occupy the Licensed Premises for the License Term hereby granted, on the terms and conditions of this Agreement.

19. **Notices and Address for the Payment of the License Fee:**

All Notices and demands provided for in the Agreement shall be in writing and shall be served personally or by facsimile or shall be mailed to either party by registered mail, return receipt requested, as follows:

To the Landlord:
Lape Holdings Corp.
2951 Highway No. 7
Concord, Ontario K4K 1W3
Fax: (905) 669-3715

To the Licensor and for payment of the License Fee:
c/o Ontario Realty Corporation
Facilities Management
South Cottage, 2nd Floor
14 Gable Lane
Kingston, Ontario, K7M 9A7
Attention: The Vice President
Fax: (613) 530-4567

To the Licensee:
Director of Legal Services
The Corporation of the City of Kingston
216 Ontario Street
Kingston, Ontario K7L 2Z3

If such notice is sent by registered mail as aforesaid, it shall be deemed to have been received by the recipient two (2) working days after date of posting. If such notice is delivered by and to the recipient or sent by facsimile, it shall be deemed to have been received by the recipient on the date of delivery.

20. **License Termination**

The Licensor reserves the right to cancel this Agreement at any time during the License Term by giving the Licensee at least one (1) month's prior written notice.

The Licensee reserves the right to cancel this Agreement at any time during the License Term by giving the Licensor at least one (1) month's prior written notice.

21. **Freedom of Information**

The financial and commercial information contained in this Agreement is subject to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, or any successor act.
22. Confirmation
The parties confirm that this Agreement does not in any way derogate from, alter or otherwise amend any of the terms of the Lease.

23. Entire Agreement
This Agreement constitutes and defines the entire contract and agreement between the parties hereto with respect to the Licensed Premises. No oral term or condition, warranty, collateral understanding or agreement other than expressly contained in the Agreement shall form a part of the contract or be binding upon any party hereto.

24. Effect of Agreement
This Agreement shall be binding upon, and extend to and enure to the benefit of, each of the Licensor, the Landlord and the Licensee and their respective successors and permitted assigns.

25. General
Any capitalized terms used in this Agreement shall have the meaning ascribed to them in the Lease unless such terms are defined herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

NED, SEALED & DELIVERED

LAPE HOLDINGS CORP.
Per: c.s.
Name: 
Title: 
Authorized Signing Officer

THE CORPORATION OF THE CITY OF KINGSTON
Per: c.s.
Name: 
Title: 
Authorized Signing Officer

HER MAJESTY THE QUEEN in right of Ontario as represented by the Chair of the Management Board of Cabinet
Per: c.s.
Douglas Brown CPM®
Vice President
Ontario Realty Corporation
Authorized Signing Offices
SCHEDULE "A"
Legal Description of Lands

PIN 36001-0196 (R)
Lots 1-30, Plan D-19

Allen Lane (part described as Part 4 on 13R-3005, closed by Instrument 316337, By-Law 9319) & 20 foot Lane (part described as part 1 on 13R-3005 closed by 330857) Plan D-19

Pt Hay & Wood Market Reserve, Plan D-19

Pt Town Lot C, concession. Original Survey
Pt Catarqui Ordinance Water Lot

Water Lots 1-4, in front of Town Lot C

Pt Place Darmes; (Instrument 177314 By-Law 5833)

Designated as parts 1-24, 13R-3005,
City of Kingston, County of Frontenac
POA Transfer Project
279 Wellington St
Second Floor

Municipal Court Space

Shared Use Areas
DATED: 18 December 2003

LAPE HOLDINGS CORP.

- and -

THE CORPORATION OF THE CITY OF KINGSTON

- and -

HER MAJESTY THE QUEEN in right of Ontario as represented by the Chair of the Management Board of Cabinet

Parliament Buildings
Queen's Park
Toronto, Ontario. M7A 1N3

__________________________________________

LICENSE AGREEMENT

______________________________

Director, Legal Branch
Management Board Secretariat
2nd Floor, Frost Building South
7 Queen's Park Crescent, East
TORONTO, Ontario. M7A 1Z5

L-10792.001
TO: Bert Meunier, Chief Administrative Officer
FROM: Terry Willing, Acting Commissioner of Planning & Development Services
PREPARED BY: Kimberley J. Brown, Engineering Division
DATE OF MEETING: March 2, 2004
SUBJECT: ASSUME AND DEDICATE ROAD WIDENING ALONG GARDINERS ROAD

RECOMMENDATION TO COUNCIL:

That those lands designated as Parts 2 through 12 on Registered Plan 1409, owned by the Corporation of The City of Kingston, for the purpose of a road widening be assumed and dedicated as part of the public highway in accordance with Section 31, of the Municipal Act, Chapter 25, S.O. 2001, and

That those lands designated as Part 4 on Registered Plan 1427, owned by the Corporation of The City of Kingston, for the purpose of a road widening be assumed and dedicated as a public road, pursuant to Section 31, of the Municipal Act, Chapter 25, S.O. 2001, and

That those lands designated as Part 2 on Reference Plan 13R 5313 owned by the Corporation of The City of Kingston, for the purpose of a road widening be assumed and dedicated as a public road, pursuant to Section 31, of the Municipal Act, Chapter 25, S.O. 2001.

ORIGIN/PURPOSE:

It has been noted that the parcels of land taken for road widening along the eastern boundary of Gardiners Road right-of-way were never dedicated and assumed as part of the public highway. To provide legal access to the existing properties fronting on the east side of Gardiners Road, the City must dedicate and assume the land as part of the public highway.
OPTIONS/DISCUSSION:

It was brought to the attention of the Engineering Division by a solicitor conducting a title search for a private landowner, that the lands previously obtained by Kingston Township for the widening of Gardiners Road, were not assumed and dedicated as part of the public highway. These parcels are defined as Parts 2 through 12 on Registered Plan 1409, and Part 4 on Registered Plan 1427, as well as Part 2 on Reference Plan 13R 5313.

It is now appropriate to dedicate and assume that portion of the right-of-way as part of the public highway. Schedule “A” attached illustrates the land in question.

EXISTING POLICY/BY-LAW:

Council passes by-laws to dedicate lands as part of the public highway and in conjunction with the dedication assumes those lands as per the requirements of the Municipal Act under Section 31, of the Municipal Act, Chapter 25, S.O. 2001.

LINK TO STRATEGIC PLAN:

This report has no link to the Strategic Plan.

FINANCIAL CONSIDERATIONS:

There are no financial considerations in this report.

CONTACTS:

Terry Willing, Acting Commissioner, Planning & Development Services – 384-1770 - Ext. 3181
Hal Linscott, City Solicitor & Director of Legal Services Division - 546-4291 ext. 1296.
Kimberley J. Brown, P.Eng, Infrastructure Engineer, Engineering Division - 384-1770 ext 3132
Curt Newbury, Cut Permit Agent – 384-1770 ext. 3113

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:

Legal Services Division

NOTICE PROVISIONS:

There are no notice requirements for this report.

APPENDICES:

Schedule “A” - Site Plan
Schedule “B” - Draft By-Law
<table>
<thead>
<tr>
<th>Terry Willing</th>
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<tbody>
<tr>
<td>Acting Commissioner of Planning &amp; Development Services</td>
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<tr>
<td>Bért Meunier</td>
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<tr>
<td>Chief Administrative Officer</td>
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</tbody>
</table>
BY-LAW NO. 2004-

A BY-LAW TO ESTABLISH PARTS 2 THROUGH 12 ON REGISTERED PLAN 1409 AND PART 4 ON REGISTERED PLAN 1427, AND PART 2 ON REFERENCE PLAN 13R 5313 AS PART OF THE PUBLIC HIGHWAY KNOWN AS GARDINERS ROAD IN THE CITY OF KINGSTON IN ACCORDANCE WITH SECTION 31, OF THE MUNICIPAL ACT, CHAPTER 25, S.O. 2001.

PASSED:

WHEREAS Section 31, of the Municipal Act, Chapter 25, S.O. 2001 provides for the establishing and laying out of lands as public highways;

THEREFORE NOW BE IT RESOLVED that the Council of the Corporation of the City of Kingston hereby ENACTS as follows:

1. That the land designated as Part 2 through 12 on Registered Plan 1409, and Part 4 on Registered Plan 1427, and Part 2 on Reference Plan 13R 5313 be established as portions of the public highways known as Gardiners Road in the City of Kingston in accordance with Section 31, of the Municipal Act, Chapter 25, S.O. 2001.

2. This By-law shall come into force and take effect on its passing.

GIVEN FIRST AND SECOND READING _____________

GIVEN THIRD AND FINAL READING _____________

CITY CLERK MAYOR
TO: Bert Meunier, Chief Administrative Officer

FROM: Terry Willing, Acting Commissioner of Planning & Development Services

PREPARED BY: Brad Morton, Engineering Technician

DATE OF MEETING: March 2, 2004

SUBJECT: ASSUME AND DEDICATE PART 1 REFERENCE PLAN 13R-9592 - HIGHWAY NO. 2 - CITY OF KINGSTON

RECOMMENDATION TO COUNCIL:

That Part 1 on Reference Plan 13R-9592, measuring 6.000 m x 0.353 m owned by the Corporation of The City of Kingston be assumed and dedicated as part of the public highway in accordance with Section 31, of the Municipal Act, Chapter 25, S.O. 2001;

- and further -

That Council waive the requirements of By-Law 1 to allow for all three readings of the By-Law.

ORIGIN/PURPOSE:

It has been noted that the parcel of land was never dedicated and assumed as part of the public highway. To provide legal access to the existing property fronting on former Highway #2, the City must dedicate and assume the land as part of the public highway.

OPTIONS/DISCUSSION:

It was brought to the attention of the Engineering Division by our Legal Department while conducting a title search for the Engineering Division, that the land designated as a part of the one foot reserve along Highway 2 more specifically described as Part 1 on Reference Plan 13R-9592 was never dedicated and assumed by the Municipality. This reserve will form part of former Highway #2.
OPTIONS/DISCUSSION (Cont’d):

To provide for legal access to the land abutting the former Highway #2, it is now appropriate to dedicate and assume that portion of the right-of-way as part of the public highway. Schedule “A” attached illustrates the piece of land in question.

As well, to facilitate the development of the parcel of land in a timely manner, the owner has requested that Council consider giving three readings to the By-Law.

EXISTING POLICY/BY-LAW:

Council passes by-laws to dedicate lands as part of the public highway, and in conjunction with the dedication assumes those lands as per the requirements of the Municipal Act under Section 31, of the Municipal Act, Chapter 25, S.O. 2001.

LINK TO STRATEGIC PLAN:

This report has no link to the Strategic Plan.

FINANCIAL CONSIDERATIONS:

There are no financial considerations in this report.

CONTACTS:

Terry Willing, Acting Commissioner, Planning & Development Services – 384-1770 ext. 3181
Hal Linscott, City Solicitor & Director of Legal Services Division - 546-4291 ext. 1296.
Speros Kanellos, P.Eng., Manager Engineering, Engineering Division - 384-1770 ext. 3133.
Kimberley J. Brown, P.Eng., Infrastructure Engineer, Engineering Division - 384-1770 ext. 3132.
Brad Morton, Infrastructure Technician, Engineering Division - 384-1770 ext. 3147.

DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:

Legal Services Division

NOTICE PROVISIONS:

There are no notice requirements for this report.

APPENDICES:

Schedule “A” - Site Plan
Schedule “B” - Draft By-Law
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</table>

K:\Public\2004\Reports To Council\Assume 04-088 One Foot Reserve Block 19 Plan 1869.Doc
BY-LAW NO. 2004-____


PASSED:

WHEREAS Section 31, of the Municipal Act, Chapter 25, S.O. 2001 provides for the establishing and laying out of lands as public highways;

THEREFORE NOW BE IT RESOLVED that the Council of the Corporation of the City of Kingston hereby ENACTS as follows:

1. That the land designated as Part 1 Reference Plan 13R-9592, be established as portions of the public highways known as Highway No. 2 in the City of Kingston in accordance with Section 31, of the Municipal Act, Chapter 25, S.O. 2001.

2. This By-law shall come into force and take effect on its passing.

GIVEN FIRST AND SECOND READING

GIVEN THIRD AND FINAL READING

CITY CLERK

MAYOR
TO: Bert Meunier, Chief Administrative Officer
FROM: Terry Willing, Acting Commissioner, Planning & Development Services
PREPARED BY: Wendy Tse, Senior Planner, Development Approvals
DATE OF MEETING: March 2, 2004
SUBJECT: Application To Lift Holding ‘-H’ Symbol
“Trailhead Place” Subdivision, The Llynlea Corporation
Our File No. D28-56-03

RECOMMENDATION TO COUNCIL:

WHEREAS The Llynlea Corporation has submitted an application requesting that the ‘-H’ Holding Symbol be lifted from the Trailhead Place Subdivision located on Parts of Lots 14 and 15, Concession 1; and

WHEREAS the ‘-H’ Holding provisions were to remain in place until all applicable Municipal and agency requirements have been complied with and all necessary Agreements have been executed; and

WHEREAS the Owner has complied with the conditions for the removal of the ‘-H’ Holding Symbol as follows:

- all necessary Agency clearance letters have been submitted to the Municipality;
- confirmation of adequate sewage capacity to service the proposed subdivision has been received from Utilities Kingston;
- all Municipal requirements are contained within the Subdivision Agreement and are shown on the approved engineering plans;
- the Subdivision Agreement has been executed by the Owner and returned to the Municipality for registration together with the required final plans and financial security;
- the Owner has submitted, for the Municipality’s consideration, the appropriate application for an amendment to the Zoning By-Law to remove the ‘-H’ Holding Symbol:
RECOMMENDATION TO COUNCIL (Cont’d):

THEREFORE BE IT RESOLVED that it be recommended to the Council of the Corporation of the City of Kingston as follows:

1. That Map 27 to Zoning By-Law 8499 of the City of Kingston, as amended, be further amended by removing the ‘-H’ Symbol for the lands described as Parts of Lots 14 and 15, Concession 1, located on the north side of King Street West, so as to rezone the subject lands from ‘A2.319-H’ Modified One Family Dwelling Holding Zone to ‘A2.319’ Modified One Family Dwelling Zone, which lands are shown as “Lands Subject to ‘-H’ Removal” on Schedule “A” attached hereto.

[A Draft of the Amending Zoning By-Law is appended to this report for Council’s review and consideration (Appendix No. 1)].

AND BE IT FURTHER RESOLVED that the Amending By-Law be presented to Council for all three readings.

ORIGIN/PURPOSE:

This matter originates in an application submitted by The Llynlea Corporation for removal of an ‘-H’ Holding Symbol from the Trailhead Place Subdivision located in Parts of Lots 14 and 15, Concession 1. The purpose of this report is to assess the merits of the request and to make a recommendation to Council respecting removal of the ‘-H’ Holding Symbol.

OPTIONS/DISCUSSION:

(a) Site Location and Description:
The subject site consists of approximately 4.047 hectares (10 acres), and is located on the north side of King Street West, opposite Commodores Cove Subdivision. The lands formerly contained a small number of residential dwellings which have been removed to accommodate the proposed subdivision. The subject lands are designated as Residential in the Official Plan and are zoned ‘A2.319-H’ Modified One Family Dwelling Holding Zone in Zoning By-Law No. 8499 for the former City of Kingston.

Surrounding land uses are as follows:
- to the east are Cataraqui Region Conservation Authority (CRCA) lands;
- to the south is high density residential development;
- to the west is low density residential development, public open space and the Little Cataraqui Creek; and
- to the north is private and public open space, a portion of which is owned by the CRCA.

(b) Background:
The Conditions of Draft Approval for the Trailhead Place Subdivision were originally issued on September 17, 2002. On January 17, 2003, the City and the Applicant consented to an Order by the Ontario Municipal Board (OMB) to modify seven of the original conditions. The Draft Plan Approval contains a total of 43 conditions. These conditions include standard
OPTIONS/DISCUSSION (Cont’d):

(b) **Background (Cont’d):**

conditions respecting the dedication and naming of roads, fencing, lighting, sidewalks, parkland conveyance and development, phasing, the use and removal of holding provisions, installation of services and drainage.

Final approval for this subdivision, consisting of 40 residential units, was granted by the Manager of the Planning Division on February 3, 2004. The Plan and Subdivision Agreement have been executed by the applicant and have been registered. A Site Plan Control Agreement is not required for this subdivision.

(c) **Procedural Information:**

Zoning By-Laws to remove ‘-H’ Holding Symbols are typically technical in nature as the planning issues related to the use of the ‘-H’ Symbol and the conditions for its removal have been established as part of the initial rezoning process. Also, any technical issues and required clearance letters are generally addressed through the review and approval of the final engineering plans and the conditions established by Council and contained within the Subdivision Agreement. Pursuant to Council’s adopted procedures (Clause 5, Report No. 7, Meeting No. 2, held on 1998-12-5), reports dealing with applications for removal of an ‘-H’ Symbol are referred directly to City Council by Staff. This process was instituted as a customer service initiative to reduce the processing time for applications and in recognition of the fact that the conditions for such removal have already been clearly established by the Planning Committee and Council. This direct process was determined to be more efficient given the fact that such applications are generally submitted towards the end of the planning process when timing may be critical to the developer.

(d) **Analysis:**

The Owner is requesting that the ‘-H’ Holding Symbol be removed from the property located on Parts of Lots 14 and 15 of Concession 1 to permit the construction of a 40 lot residential subdivision.

The conditions for removal of the ‘-H’ Holding Symbol have been fulfilled by the Owner as follows:

1. All necessary Agency and/or Municipal clearance letters for the subdivision have been received.

2. Confirmation has been received from Utilities Kingston that there is sufficient sewage capacity to service the proposed Subdivision.

3. The Subdivision Agreement has been executed by the Owner and returned to the Municipality for registration at the same time as the Final Subdivision Plan. The Owner has submitted the necessary financial securities, certificate of insurance and Final Plans required by the Subdivision Agreement. All Municipal and Agency requirements are contained within the conditions comprising the Subdivision Agreement or are detailed on the approved engineering plans appended to the Agreement.
OPTIONS / DISCUSSION (Cont’d):

(d) **Analysis (Cont’d):**

4. The Owner has submitted the appropriate application to amend By-Law No. 8499 so as to remove the ‘-H’ Symbol for the subject lands. This amendment has been processed in accordance with the Notice Regulations of the *Planning Act*.

(e) **Conclusion:**
The intent of the ‘-H’ Holding Symbol on the subject property was to restrict development until such time as all necessary Municipal and agency requirements have been fulfilled and all necessary agreements had been registered on title. Based on the foregoing analysis, it would appear that the Owner is now in a position to fulfill the requirements for the removal of the ‘-H’ Holding Symbol. Therefore, it would now be appropriate that it be recommended to City Council that the Zoning By-Law be amended to remove the ‘-H’ Holding Symbol for the subject property only as it pertains to the development of a 40 lot residential subdivision for the lands located on Parts of Lots 14 and 15 of Concession 1 in Kingston Central, on the north side of King Street West.

EXISTING POLICY/BY-LAW:

The property is designated as Residential in the Official Plan for the former City of Kingston Township and is Zoned “A.319-H” Modified One Family Dwelling Zone in Zoning By-Law No. 8499 for the former City of Kingston. The proposed use for the property complies with the policies of both the Official Plan and the requirements of the Zoning By-Law.

LINK TO STRATEGIC PLAN:

The Strategic Plan supports and promotes responsible new development that can better the lives of the citizens of Kingston.

FINANCIAL CONSIDERATIONS:

None

CONTACTS:

Further information with respect to this application and the contents of this Report can be obtained by contacting:

- George T. Wallace, Supervisor, Development Approvals (384-1770, extension 3252); or
- Bianca Bielski, Manager, Planning Division (384-1770, extension 3250).
DEPARTMENTS/OTHERS CONSULTED AND AFFECTED:

The request for removal of the ‘-H’ Symbol was circulated to the following Departments, all of which confirmed no objection to the approval of the Application:

- Utilities Kingston
- CRCA
- All other technical departments have commented through the subdivision process and are satisfied that all technical concerns have been addressed.

NOTICE PROVISIONS:

This amendment has been processed in accordance with the Notice Regulations of the Planning Act. These regulations require that a Notice of Council’s intent to pass an amending By-Law to remove an ‘-H’ Symbol be provided by an advertisement in a newspaper with sufficient general circulation or by first class mail to the Owner and any person or agency specifically requesting such notice. In this instance, Notice was provided by first class mail to the Owner.

APPENDICES:

Appendix No. 1 – Draft By-Law
Report No. 04-091

Terry Willing
Acting Commissioner, Planning and Development Services

Bert Meunier
Chief Administrative Officer
THE CORPORATION
OF THE
CITY OF KINGSTON

DRAFT ZONING BY-LAW TO
AMEND BY-LAW NO. 8499 ('H' REMOVAL)
IN THE FORMER CITY OF KINGSTON

The Llynlea Corporation
Parts of Lots 14 and 15, Concession 1
Trailhead Place Subdivision

File No. D28-56-03
Drafted: February, 2004

The Corporation of the City of Kingston
Planning and Development Services
Planning Division
216 Ontario Street,
Kingston, Ontario
K7L 2Z3
THE CORPORATION OF THE CITY OF KINGSTON

BY-LAW NO. 2004-____

A BY-LAW TO AMEND BY-LAW NO. 8499, CITY OF KINGSTON, ZONING BY-LAW, TO REMOVE THE ‘-H’ HOLDING SYMBOL RELATED TO THE ‘A2.319-H’ ZONE (The Llynlea Corporation), Lots 14 and 15, Concession 1, Trailhead Place Subdivision, north side of King Street West.

PASSED:

WHEREAS By-Law No. 8499 for the City of Kingston established Holding (‘-H’) provisions related to the ‘A2.319-H’ Zone, so that development would not be allowed to proceed until such time as all necessary Municipal and Agency requirements had been fulfilled and all necessary Agreements had been executed; and

WHEREAS the applicant (The Llynlea Corporation) is now requesting that the ‘-H’ Holding Symbol be lifted, and has submitted an application to amend By-Law No. 8499 so as to remove the ‘-H’ Holding Symbol; and

WHEREAS the Owner has complied with the conditions for the removal of the ‘-H’ Symbol as follows:

- all necessary Agency clearance letters for the subdivision have been submitted to the Municipality;
- confirmation has been received of adequate sewage capacity to service the proposed Subdivision;
- all Municipal requirements are contained within the Subdivision Agreement and / or Site Plan Control Agreement and are shown on the approved engineering plans;
- the Subdivision Agreement for the Jennifer Court Subdivision has been executed by the Owner and returned to the Municipality for registration together with the required financial security; and
- the Owner has submitted, for the Municipality’s consideration, the appropriate application for an amendment to the Zoning By-Law to remove the ‘H’ Symbol:

WHEREAS the Council of The Corporation of the City of Kingston now deems it advisable to amend Zoning By-Law No. 8499, so as to remove the said ‘-H’ Holding Symbol from the property located on Parts of Lots 14 and 15, Concession 1, and allow the development of the subject lands for a 40 lot subdivision:

NOW THEREFORE BE IT RESOLVED that the Council of The Corporation of the City of Kingston hereby ENACTS as follows:

1. That the lands described as “Lands Subject to ‘H’ Removal” and shown on Schedule “A” attached hereto are the lands affected by this By-Law.
2. That Map 27 to Zoning By-Law 8499 of the City of Kingston, as amended, be further amended by removing the ‘-H’ Symbol for the lands described as Parts of Lots 14 and 15, Concession 1, located on the north side of King Street West, so as to rezone the subject lands from ‘A2.319-H’ Modified One Family Dwelling Holding Zone to ‘A2.319’ Modified One Family Dwelling Zone, which lands are shown as “Lands Subject to H Removal” on Schedule “A” attached hereto.

3. This By-Law shall come into force and take effect on the date of its passing.

GIVEN ALL THREE READINGS AND FINALLY PASSED ON THE ___ day of ________, 2004.

______________________________    ______________________________
Mayor, Harvey Rosen            City Clerk, Carolyn Downs
The Corporation of the City of Kingston

Schedule 'A' to By-law No. 8499

Applicant: The Llynlea Corporation
File No.: D28-56-03
Address: North Side King St. West, East of Auld St.
Plan No.: RP 1242 Part 1 Part 2B435
Lot/Conc.: Part of Lots 14 & 15, Concession 1
Roll No.: 101107015006400

Legend:
- Zone Change from A2.319-H to A2.319

Certificate of Authentication
This is Schedule 'A' to By-law No. 8499 passed this day of 20__

Mayor Clerk

Date: 2004/02/20
Prepared by: P. Healey K:\D14_Z3G\D28-56-03.dwg