

DECISION AND ORDER

Decision Issue Date Monday, May 28, 2018

PROCEEDING COMMENCED UNDER subsection 53 (19) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Act")

Appellant(s): JANICE PAGE

Applicant: FAIRGLEN HOMES LIMITED

Subject(s): 53(19)

Property Address/Description: 40 BROOKLAWN AVE

Committee of Adjustment Case File Number: 15 128219 000 00 CO

TLAB Case File Number: **17 187520 S53 36 TLAB**

Hearing date: Friday, December 15, 2017

DECISION DELIVERED BY S. Gopikrishna

INTRODUCTION AND BACKGROUND

The Applicant, Fairglen Homes Limited, had applied to the Committee of Adjustment (COA) to sever the property at 40 Brooklawn Avenue and variances for the houses to be built on the 2 lots. The COA approved the consent and variances at its meeting held on June 1, 2017. On 26 June 2017, Janice Page, resident at 38 Brooklawn Ave., appealed the severance application respecting 40 Brooklawn Ave (the subject property) to the Toronto Local Appeal Body (TLAB).

The first hearing was held on 20 October, 2017. After hearing arguments from the two Parties expressing an interest in Settlement, the case was adjourned to the 15th of December, 2017. When adjourned, it wasn't clear whether the mediation would result in a Settlement or continue to be a contested hearing. The Decision issued order that:

- The adjournment requested by Parties at the Hearing on 20 October 2017 to attempt Settlement for the Appeal at 40 Brooklawn Avenue be allowed.

- A hearing date for 15 December, 2017 was set to hear the Settlement proposal if one is reached, failing which a contested proceeding will be held on that date to adjudicate the Appeal.

MATTERS IN ISSUE

The issues to be discussed at the time of the 2nd hearing, scheduled for 15 December 2017, were:

1) The Appeal respecting the severance of the property, with specific reference to the granting of an easement to the owner of 38 Brooklawn Ave. It may be reiterated that there was no appeal respecting the minor variances approved by the COA respecting the buildings to be constructed on the 2 severed lots.

2) Whether the Parties had reached a Settlement, failing which the hearing would be a contested proceeding.

JURISDICTION

Consent – S. 53

TLAB must be satisfied that a plan of subdivision is not necessary for the orderly development of the municipality pursuant to s. 53(1) of the Act and that the application for consent to sever meets the criteria set out in s. 51(24) of the Act. These criteria require that " regard shall be had, among other matters, to the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality and to,

(a) the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2 of the Planning Act;

(b) whether the proposed subdivision is premature or in the public interest;

(c) whether the plan conforms to the official plan and adjacent plans of subdivision, if any;

(d) the suitability of the land for the purposes for which it is to be subdivided;

(d.1) if any affordable housing units are being proposed, the suitability of the proposed units for affordable housing;

(e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;

(f) the dimensions and shapes of the proposed lots;

(g) the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;

(h) conservation of natural resources and flood control;

(i) the adequacy of utilities and municipal services;

(j) the adequacy of school sites;

(k) the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;

(l) the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and

(m) the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the City of Toronto Act, 2006. 1994, c. 23, s. 30; 2001, c. 32, s. 31 (2); 2006, c. 23, s. 22 (3, 4); 2016, c. 25, Sched. 4, s. 8 (2).

EVIDENCE

The hearing started at 12:25 PM on the 15th of December, 2017.

Ms. Amber Stewart, counsel and Mr. David McKay, land use planner represented the Applicants while Ms. Janice Page represented herself as the Appellant.

Ms. Stewart began by stating that her clients had reached a settlement with Ms. Janice Page, the Appellant. Characterizing the Settlement as "complex", Ms. Stewart stated that she wanted to discuss the Settlement before calling on the expert Witness, Mr. David McKay, to provide evidence. As a result of the Settlement, the Applicants modified the consent application. The most significant change, from the severance as approved by the COA, was the inclusion of a consent to convey an easement, in addition to creating the 2 parcels discussed in the original COA decision. The underlying reason for the change was to reflect the existing condition where Ms. Page's driveway physically encroached onto the subject property over the lot line. The applicants agreed to give Ms. Page a permanent right to continue having the driveway where it is presently located. Ms. Stewart pointed out that conveying of an easement is specifically required under the Planning Act. However, new notice is not required because the only properties impacted are 38 and 40 Brooklawn Ave. and there is no change in perception of the properties when seen from the street.

Ms. Stewart then drew my attention to an interesting problem regarding crafting the language in the Settlement. The conditions respecting the variances, as imposed by the COA could not be changed because the variances approval was not under appeal; therefore all changes facilitating the Severance and building of the two properties had

to be included in conditions imposed on the consent to sever. The Parties had worked with each other to identify language that facilitated an implementable decision notwithstanding the stated challenged; however they wanted to be able to “speak to TLAB to vary the order” if difficulties were encountered.

The Minutes of Settlement, including the Draft Order, were marked as Exhibit 1. Ms. Stewart explained that the first page consisted of recitals in the form of short paragraphs, before explaining each of them. The paragraphs in the recitals, reviewed in sequential order, state that the recitals are true and correct, that an order be issued as requested in Appendix A, that the written disposition be appended by the Minutes of Settlement and the obligation of the Parties to call evidence before the TLAB. These recitals are followed by a paragraph which states that no costs are sought unless provided otherwise in Appendix A. The next few paragraphs state that Parties will endeavor to “do whatever it takes to implement the settlement”. Followed by the Applicant’s being required to provide a week’s notice before construction is commenced. The last two paragraphs discuss how the settlement is binding on the successors of the Parties and signing the Minutes in counterparts respectively.

Ms. Stewart then discussed Appendix A which is the Draft Order. She explained that under the Planning Act, the conditions of consent needed to be cleared before the new lots are created; they are effectively “pre-conditions” of approval. However, in this case, there are obligations and conditions which cannot be cleared until after the lots are created. To address this issue, the conditions that could be cleared before the creation of lots have been included in the “Conditions” section while what needs to be implemented after the creation of lots is included in the actual Order. Ms. Stewart then reviewed the paragraphs in the Draft Order with commentary where appropriate.

According to Ms. Stewart, the 1st operative paragraph of the suggested Order allows for the application to be amended such that the Easement can be conveyed in favour of 38 Brooklawn; this portion is identified as Part 3 on the draft Reference Plan. The 2nd paragraph states that further notice needn’t be given. The 3rd paragraph provides that the Appeal is granted in part subject to the conditions of approval requested.

To explain Paragraph 4 of the proposed Order, Ms. Stewart referred to the Draft Reference Plan and advised that the lot boundaries had not changed from what had been approved by the COA. What had been “added” was a strip of land, referred to as Part 3 in the Draft Reference Plan, which represented the surveyed area of the driveway at 38 Brooklawn where it encroaches onto the subject property. This area is represented by the easement interested in land to be conveyed to 38 Brooklawn. The Owner would register the Easement and the Easement Agreement attached as Schedule B against the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached Schedule A, at its sole cost and responsibility. Schedule B, according to Ms. Stewart is a “private matter” between the Parties; it discusses, in sequence, the Grant of Easement, followed by a description, maintenance, construction, insurance and indemnification followed by registration on the title. The draft Order then states that when the proposed dwelling is constructed on Part 2 of the draft Reference Plan, the Owner shall maintain the existing fence on the common lot line and replace the same with a temporary fence in case it is damaged, such that the rear yard of 38 Brooklawn remains fully enclosed during the construction.

The following paragraph, Paragraph 6 of the Draft Order, requires the owner to construct the buildings substantially in accordance with the Site Plan and Elevations attached at Schedule C as part of an application for a building permit for construction of a residential building on Part 2. Paragraph 7 requires that grading and drainage of the retained lot to be completed substantially in accordance with the grading and drainage plan attached as Schedule D, subject to modifications by the City of Toronto. After stating that the Owner will excavate test holes in the central portion of the lot through retaining the services of a qualified engineer to test for unstable soils or high water tables, the Draft Order ends with Paragraph 9 which states that the TLAB may be spoken to in the event that any issues arise with respect to any of the foregoing requirements.

Ms. Stewart then discussed the next section titled Appendix 1, titled **“40 Brooklawn Avenue- Conditions of Consent Approval.”** Ms. Stewart assured me that she was aware of Practice Direction 1 from the TLAB and that the proposed conditions were consistent with the Practice Direction and that they had been tailored to the specific forestry conditions recommended by the City’s Forestry Department. Ms. Stewart explained the Conditions in sequential order. The 1st paragraph requires the Parties to enter into an Easement Agreement. Ms. Stewart advised that the Easement Agreement, attached as Schedule B, has not been signed yet but only initialed. This is because the addresses were not known and a blank had consequently been left open for the Reference Plan number. The 2nd condition relates to the “trickiness” of the Easement, and that this agreement be registered on title only on the plot that is burdened, namely the “south plot” on the draft Reference Plan. She reiterated that the easement could not be registered on title until after the lots are created. The Applicant’s real estate solicitor will file an undertaking stating that the easement and easement agreement will be registered on title after the creation of the lots; this will also have to be registered with the COA.

According to Ms. Stewart, the 3rd condition addresses the need to revise the building permit plans over what was approved by the COA. The conditions imposed by the COA did not include standard language such as “building in accordance with the plans”. Therefore, Ms. Stewart advised that minor changes would be made such that they would not impact the appearance of the dwellings and that the revised plans would be provided to the Appellant. The Applicant recommended 4 changes to address issues related to drainage and grading between the two lots.

The 4th condition discusses Schedule D, which is a grading and drainage plan substantially in accordance with the draft grading plan, to ensure that any proposed change of grading on Part 2 will not alter the existing drainage patterns at 38 Brooklawn Ave. -. The drainage plan will also be filed with the COA when it is completed and a copy will be submitted to the Appellant. Conditions 5 -9 are standard condition which include the applicant’s submitting a refundable Tree Protection Security Deposit to guarantee the protection of the City owned trees and compliance by the Owner of the above conditions within 1 year of the Notice of Decision.

Schedule B is a private matter which focuses on the Easement; this schedule discusses the Grant of Easement, followed by a description, maintenance, construction, insurance and indemnification language, followed by registration of the Title

Ms. Stewart then addressed the details of the modified site plan as listed in Schedule C, and illustrated all the points made earlier about the changes to the plans. Schedule D is the plan which will be submitted later after review by an engineer- this is necessary given the complexity of the final plan. Ms. Stewart concluded this section by undertaking to resubmit the whole exhibit after it was ready.

Ms. Stewart then stated that she was prepared to bring in her expert witness, Mr. McKay and requested me for advice on how to accelerate the hearing since the Parties were in agreement.

I responded that instead of Ms. Stewart's walking Mr. McKay through his CV and work experience, we could swear him as an Expert Witness subject to any questions from Ms. Page. Ms. Page had no questions for Mr. McKay. Mr. David McKay was sworn is an Expert Witness.

Mr. McKay began with a description of the Neighbourhood. He stated that 40 Brooklawn Avenue is located in the former city of Scarborough in the Cliffcrest neighbourhood. To define the Study Area, Mr. McKay took into consideration the following :

- The mixed-use area along Kingston Road to the north;
- The Scarborough Bluffs and natural area to the south and south east;
- The institutional uses to the west (St. Augustine's Seminary of Toronto, Blessed Cardinal Newman Catholic School, St. Theresa Shrine Catholic School)
- Similar block patterns, lot configuration, lot size, and building types; and
- Proximity to the subject lands

According to Mr. McKay, the neighbourhood consists primarily of one and two storey single detached dwellings. It is not, static because it has experienced new construction and investment either through complete new builds or renovations. To this extent, there have been 149 variance and consent applications within 1,000 m of the subject lands since 2007. The neighbourhood streetscape mainly consists of landscaped front yards with the majority having paved parking pads leading to either a paved front or side yard area or integral garage. The majority of houses have slightly raised front doors with a minimal number of steps leading up to an either covered or uncovered front porch with the front doors facing the streets. A number of properties in the neighbourhood and area of study have an integral garage facing the street. .

Describing the subject property itself, Mr. McKay said that 40 Brooklawn Ave. is located on the west side of Brooklawn Avenue, at the south west corner of Barkdene Hills and Brooklawn Avenue. Directly across Brooklawn Avenue to the east is a naturalized area, which forms part of the Scarborough Bluffs. The subject site, as it exists today, has a lot area of 827.81 sq. m (8,911 sq. ft.), a lot frontage of 28.49 m (93.47 ft.) on Brooklawn Avenue (as measured at the front yard setback), a flange of 35.87 m (118 ft.) along Barkdene Hills, and a lot depth of 38.83 m (127 ft.).

The subject lands currently have a reverse pie shape due to the road alignment of Barkdene Hills. A one-and-a-half storey dwelling currently exists on the subject lands, which is proposed to be demolished. Two single detached dwellings are proposed on

the proposed two lots. With the proposed consent, the subject property would be split into two lots with lot areas of 362.28 sq. m (Part 1) and 411.31 sq. m (Part 2), frontages (as measured at the front yard setback) of 17.82 m (Part 1) and 10.67 m (Part 2) (based on the Draft R-Plan submitted with consent application, B014/15SC).

The variances approved by the COA accommodate construction of single detached dwellings on the Parts so created.

The proposal looks to sever the subject lands into two residential lots and construct two new two-storey single-detached dwellings with integral garages on the newly created lots. McKay then delineated the history of the application. He stated that a memorandum from City of Toronto Development Engineering Department was prepared, dated March 9, 2017, which stated that staff had no concerns with the proposed severance and the requirements/conditions of the severance could be satisfied through the Building Permit process. A memorandum from the City's Ravine and Natural Feature Protection ("RNFP") department was prepared, dated March 9, 2017, stating that RNFP had no objections to the applications, subject to obtaining a ravine permit of clearance from RNFP prior to the issuance of a demolition and/or building permit. The Urban Forestry Department also prepared a memorandum in relation to the requested variances and consent application, dated March 14, 2017, where it did not object to the requested consent and recommended that conditions be applied to the Consent and Minor Variance applications, which include standard conditions.

As discussed earlier, the Application was approved by the COA before the Consent to Sever component was appealed by the Appellant, Ms. Page. Mr. McKay then gave evidence on the compatibility of the proposed severance with Section 51(24) of the Planning Act. By way of editorial comment, the clause from Section 51(24) is provided in bolded letters, followed by an explanation.

a) the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;

Under Section 3(5)(a) of the Planning Act, a decision of the TLAB that affects a planning matter, including consent applications, is to be consistent with the Provincial Policy Statement 2014 ("the PPS"). The PPS directs development to established built-up areas where there is existing municipal infrastructure. The approval of the proposed consent would permit redevelopment and moderate intensification within a built-up area, which is compatible with adjacent uses and looks to utilize existing infrastructure. Mr. McKay then discussed the Growth Plan (2017), and its application to the subject site. The Growth Plan sets out broad policies for the development of urban areas in the Greater Golden Horseshoe, including the promotion of compact urban form through the intensification of existing urban areas, and the provision of a full range of housing. The intent is to better use land and infrastructure to avoid the outward expansion of our communities, which is satisfied, he suggests, by the proposal as a result of the intensification and reliance on existing infrastructure.

51(24)(b) whether the proposed subdivision is premature or in the public interest;

In Mr. McKay's opinion, the proposed consent was not premature because the proposal could be adequately serviced based on existing services. The proposed consent was also in the public interest as it allows for a moderate intensification of the lands in a form compatible with the surrounding neighbourhood

51(24)(c) whether the plan conforms to the official plan and adjacent plans of subdivision, if any;

According to Mr. McKay, the proposed lots are appropriate and conform to the surrounding plan of subdivision in terms of lot pattern, lot area and lot frontage. Relative to the Official Plan, the subject lands are designated by the Official Plan as 'Neighbourhoods. Mr. McKay continued to state that the "Neighbourhoods" designation is intended to provide a full range of residential uses, including detached houses, semi-detached houses, duplexes, triplexes and townhouses that are four storeys or less. The requested consent to sever the subject lands within the "Neighbourhoods" designation is in keeping with the existing single detached dwellings and general lot size and pattern that exists within the neighbourhood. As noted in Chapter 2.3, Neighbourhoods are considered to be physically stable areas but not static. They are not to be "frozen in time" which has manifested itself through 149 variance and consent applications within 1,000 m of the subject lands, since 2007.

The Official Plan requires development to "fit harmoniously" within its existing and planned context, as noted Section 3.1.2. In Mr. McKay's opinion, the proposed development could co-exist in harmony with the existing community because it did not cause unacceptable adverse impacts of a planning nature by respecting the massing and street proportions, possessed a scale. Proportion and use of material appropriate in character and appearance of the neighbourhood is intended. A design is provided for adequate light and privacy and adequately limited shadow impacts. Mr. McKay then referred to Policy 4.1.5 (b), and pointed out that the proposed configuration of the lots will continue to maintain frontage along Brooklawn Avenue because all of the dwellings are orientated to front onto Brooklawn Avenue. He also noted that although the majority of properties are rectangular in shape, the proposed triangular shape of Part 1 is not without precedent within the neighbourhood. According to Mr. McKay, there are six (6) lots (not including the subject property) within the neighbourhood that are irregular or triangular in shape

51(24)(d) the suitability of the land for the purposes for which it is to be subdivided;

According to Mr. McKay, the lands are suitable for the proposed consent because they facilitate a pair of single detached houses to be constructed, in keeping with the character of the neighbourhood and are compatible with surrounding land uses. He also pointed out that the proposed consent will implement the approved zoning provisions (as varied) for the subject lands.

51(24)(e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them:

Mr. McKay stated that the proposed lots would have sufficient frontage on a public street system to accommodate appropriate vehicular access to the proposed lots

51(24)(f) the dimensions and shapes of the proposed lots;

According to Mr. McKay, the dimensions and shapes of the proposed lots are appropriate and in keeping with the lot areas and lot frontages in the neighbourhood. The proposed lot areas allow for an efficient, appropriate and reasonable housing form to be developed on the proposed lots while providing for a moderate level of intensification.

51(24)(g) the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;

Mr. McKay reiterated that the development on the proposed lots will conform to the Zoning By-laws affecting the subject land, as varied.

51(24)(h) conservation of natural resources and flood control

Mr. McKay said that this condition had been fulfilled because the City Urban Forestry and Ravine Protection staff had raised no concerns with the proposed development of the lands, as proposed, subject to required permits being obtained

51(24)(i) the adequacy of utilities and municipal services;

Mr. McKay opined that the proposed lots could be adequately serviced with utilities and municipal services, as confirmed by City Engineering staff.

51(24)(j) the adequacy of school sites;

Mr. McKay pointed out that no concerns had been raised by either school board relative to school site adequacy.

51(24)(k) the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes-

Mr. McKay pointed out that no parcels of land are to be conveyed to the City.

51(24)(l) the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and

Mr. McKay opined that the proposed lot creation utilized the lands efficiently and allowed for a moderate form of intensification, which is in keeping with the character of the area and is compatible with adjacent land uses. The proposed lot pattern thereby optimizes and efficiently utilizes energy

51(24)(m) the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if

the land is also located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the City of Toronto Act, 2006.

Mr. McKay stated that the property at 40 Brooklawn was not under Site Plan control by the City of Toronto.

Based on the above analysis, Mr. McKay concluded that the proposed consent met the criteria of Section 51(24) of the *Planning Act* and advised TLAB to approve the consent to sever the land, because the requested consent was in the public interest and was consistent with Provincial Policies, the Official Plan and was compatible with surrounding land uses and consistent with the considerations identified in Section 51(24) of the Planning Act.

Ms. Page stated that she had no questions for Mr. McKay. Ms. Stewart provided her closing argument which echoed Mr. McKay's comments and conclusions. She also stated that the "redlined" Engineering drawing, as appeared on Page 27, of Exhibit 1. would be updated.

On 24 April, 2018, prior to the release of this decision, the Applicants forwarded a copy of the signed grading plan (Schedule D), which enabled me to proceed with issuing this decision.

ANALYSIS, FINDINGS, REASONS

As stated earlier, the Parties arrived at a Settlement of which the main outcome was the granting of the Easement, enabling the Appellant to have continued lawful and recognized access to her driveway, which encroached onto the property at 40 Brooklawn, over the lot line. As pointed out by Ms. Stewart, it is recognized that Schedule B can't be signed till the TLAB order is issued, the severance is completed and the new addresses issued by the City.

The uncontroverted evidence of Mr. McKay is accepted in its entirety. He provided evidence on the compatibility of the project with higher level Provincial Policies and the City of Toronto's Official Plan Policy before an exposition of Section 51(24). What makes this case interesting and unusual is that the Appeal was restricted to the consent and not the variances; consequently the conditions of approval for the Consent had to anticipate any possible impact on the variances and address them through the consent conditions. The fortuitous oversight in the COA decision about not requiring the applicants to "build in substantial accordance with the Plans and Elevations" provided the Parties an opportunity to insert changes to the Plans that will allow for the project to move forward while respecting the Appellants' requests. The proposed Conditions of approval, speak to the specific requirements of the Forestry Department.

The Minutes of Settlement, are appended to the Order, as requested by the Parties. The Consent to Sever Appeal is approved in part, to reflect the granting of the Easement and associated changes.

DECISION AND ORDER

The Toronto Local Appeal Body orders as follows:

1. The application for consent is amended to include consent to convey a permanent easement or a right of way in favour of lands municipally known as 38 Brooklawn Avenue, in the City of Toronto ("38 Brooklawn"), on the lands identified as Part 3 on the draft Reference Plan attached hereto as **Schedule A**.
2. The amendment to the application in paragraph 1 is considered minor such that further notice does not need to be circulated.
3. The Appeal is allowed in part and provisional consent is granted as amended, for the creation of Parts 1, 2 and 3 on Schedule A,, but final approval of the application as amended shall be subject to the fulfillment or security of the conditions, as set out in Appendix 1.
4. The Owner shall register the easement and Easement Agreement attached as **Schedule B** against the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**, all at the sole cost and responsibility of the Owner. A copy of the registered easement and Easement Agreement shall be delivered to the Appellant and a copy of the registered easement and a fully executed Easement Agreement shall be filed with the Committee of Adjustment.
5. During construction of the proposed dwelling on Part 2, the Owner shall either maintain the existing fence on the common lot line between the rear yard of the 38 Brooklawn lands and the rear yard of Part 2, or if the fence is damaged or is required to be removed, the Owner shall install a temporary fence in accordance with the City of Toronto by-laws, so as to ensure that the rear yard of the 38 Brooklawn lands remains fully enclosed during construction. If the Owner has removed the permanent fence and installed a temporary fence, then within 30 days after occupancy of the new dwelling, weather permitting, the Owner shall, at his own expense, install a new fence on the common lot line similar in quality to the existing fence. If the weather does not permit the installation of a new fence within 30 days of occupancy, the new fence shall be installed no later than May 31 in the year following occupancy. For greater certainty, the Owner shall ensure that at all times both during and after construction of the proposed dwelling on Part 2, the rear yard of the 38 Brooklawn lands is kept fully enclosed.
6. The Owner shall file plans substantially in accordance with the Site Plan and Elevations attached at **Schedule C** hereto as part of an application for a building permit for construction of a residential building on Part 2. At the time of filing the application to the Chief Building Official for a building permit, the Owner shall provide a copy of the said plans and elevations including the grading plan as

Decision of Toronto Local Appeal Body Panel Member: S. Gopikrishna
TLAB Case File Number: 17 187520 S53 36 TLAB

stamped by a qualified professional engineer, at the Owner's sole expense, to the Appellant.

7. The grading and drainage for the retained lot (Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**) shall be completed substantially in accordance with the grading and drainage plan attached as **Schedule D**, subject to any modifications required by the City of Toronto.
8. After demolition of the existing dwelling, at the commencement of excavation, the Owner shall excavate test holes in the central portion of the lot so as to ensure the discovery of any site conditions that may require additional review by a qualified engineer, such as unstable soils or a high water table. If any such site conditions are discovered, the Owner shall ensure that a qualified engineer is retained to review the site and recommend any additional measures required for construction of the new dwelling on Part 2.

This Decision and Order is independent of, but may read in conjunction with the final decision of the Committee of Adjustment in respect of variances granted to the lands and parcels identified on Schedule A.

The Toronto Local Appeal Body may be spoken to in the event that any issues arise with respect to any of the foregoing.

X



S. Gopikrishna
Panel Chair, Toronto Local Appeal Body

EXHIBIT #1

Case File Number: 17 187520 S53 36
Property Address: 40 Brooklawn Ave
Date Marked: December 15, 2017

REVIEWED

By Toronto Local Appeal Body at 12:14 pm, Dec 15, 2017

MINUTES OF SETTLEMENT

B E T W E E N:

FAIRGLEN HOMES LIMITED

(the "Owner")

- and -

JANICE LYN PAGE

(the "Appellant")

WHEREAS the Owner is the owner of the property municipally known as 40 Brooklawn Avenue, in the City of Toronto (the "Subject Property");

AND WHEREAS the Appellant is the owner of the property municipally known as 38 Brooklawn Avenue, in the City of Toronto ("38 Brooklawn");

AND WHEREAS the Owner filed an application bearing file no. B014/15SC for consent to sever the Subject Property into two parcels (the "Consent Application");

AND WHEREAS on June 1, 2017, the Scarborough Panel of the Committee of Adjustment ("the Committee") approved the Consent Application;

AND WHEREAS the Appellant filed an appeal of the Consent Application to the Toronto Local Appeal Body ("the TLAB") bearing Case File No. 17 187520 S52 36 TLAB (the "Appeal");

AND WHEREAS the Owner and the Appellant (collectively "the Parties") have agreed to settle the Appeal on the terms and conditions as set out in these Minutes of Settlement ("Minutes");


NOW THEREFORE, in consideration of the sum of \$2.00, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Recitals above are true and correct and form part of these Minutes.
2. The Parties agree to request the TLAB to issue an Order on consent in the form attached at Appendix A as a settlement of the Appeal.
3. The Parties agree that they shall jointly request that the TLAB append these Minutes of Settlement to its Decision.
4. The Owner shall call evidence at the hearing in support of the Order as requested by the Tribunal.
5. Except as otherwise provided in the Order as attached at Appendix A, the Parties agree that they shall bear their own costs of the TLAB proceedings, including the preparation of these Minutes and the preparation of the easement agreement.
6. The Parties undertake to do all acts and things and to execute all further documents, including making, executing, delivering or causing to be made, executed and delivered, all such further acts, deeds, assurances, and things as reasonably required to carry out the true intent and meaning of these Minutes.
7. If the Tribunal approves the Order substantially as attached at Appendix A, the Owner shall give the Appellant one (1) week's written notice prior to commencing construction of a building on Part 2.
8. The Parties agree that all of the covenants, rights, duties, provisions, conditions and obligations herein contained shall enure to the benefit of and be binding upon each of the Parties and their respective successors, agents, and assigns.

9. These Minutes may be signed in separate counterparts.

IN WITNESS WHEREOF the Parties have executed these Minutes of Settlement in the City of Toronto as of the dates set out below.

Date: December 15, 2017


____ c/s
Fairglen Homes Limited
Name: John Perciasepe
Position: President
I have authority to bind the corporation

In witness whereof signed this
15th day of December, 2017



Witness: Kim Fawcett Smith


____ l/s
Janice Lyn Page

APPENDIX A

TORONTO LOCAL APPEAL BODY

PROCEEDINGS COMMENCED UNDER subsection 53(19) of the Planning Act, R.S.O. 1990, c. P. 13, as amended

Appellant:	Janice Page
Applicant:	Fairglen Homes Limited
City of Toronto Representative:	N/A
Subject:	53(19)
Property Address/Description:	40 BROOKLAWN AVE
Committee of Adjustment File Number:	15 128219 000 00 CO (B014/15SC)
TLAB Case File Number:	17 187520 S52 36 TLAB

ORDER

A settlement of the appeal by the Appellant, Janice Lyn Page, (the “Appeal”) in respect of an application made by the Applicant on behalf of the Owner, Fairglen Homes Limited, for a consent to sever the lands municipally known as 40 Brooklawn Avenue in the City of Toronto (the “Application”) was heard this 15th day of December, 2017 in the City of Toronto.

Upon reading the Minutes of Settlement, hearing the evidence and the submissions of the parties, the Toronto Local Appeal Body orders as follows:

1. The Application is amended to include a request for consent to convey a permanent easement to allow a right of way in favour of lands municipally known as 38 Brooklawn Avenue, in the City of Toronto (“38 Brooklawn”), on the lands identified as Part 3 on the draft Reference Plan attached hereto as **Schedule A**.
2. The amendment to the Application is minor such that further notice does not need to be circulated, in accordance with s. 45(18.1.1) of the *Planning Act*, R.S.O. 1990, c. P.13.

3. The Appeal shall be allowed in part and provisional consent is granted, but final approval of the Application as amended shall be subject to the conditions as set out in Appendix 1.
4. The Owner shall register the easement and Easement Agreement attached as **Schedule B** against the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**, all at the sole cost and responsibility of the Owner. A copy of the registered easement and Easement Agreement shall be delivered to the Appellant and a copy of the registered easement and a fully executed Easement Agreement shall be filed with the Committee of Adjustment.
5. During construction of the proposed dwelling on Part 2, the Owner shall either maintain the existing fence on the common lot line between the rear yard of the 38 Brooklawn lands and the rear yard of Part 2, or if the fence is damaged or is required to be removed, the Owner shall install a temporary fence in accordance with the City of Toronto by-laws, so as to ensure that the rear yard of the 38 Brooklawn lands remains fully enclosed during construction. If the Owner has removed the permanent fence and installed a temporary fence, then within 30 days after occupancy of the new dwelling, weather permitting, the Owner shall, at his own expense, install a new fence on the common lot line similar in quality to the existing fence. If the weather does not permit the installation of a new fence within 30 days of occupancy, the new fence shall be installed no later than May 31 in the year following occupancy. For greater certainty, the Owner shall ensure that at all times both during and after construction of the proposed dwelling on Part 2, the rear yard of the 38 Brooklawn lands is kept fully enclosed.
6. The Owner shall file plans substantially in accordance with the Site Plan and Elevations attached at **Schedule C** hereto as part of an application for a building permit for construction of a residential building on Part 2. At the

time of filing the application to the Chief Building Official for a building permit, the Owner shall provide a copy of the said plans and elevations including the grading plan as stamped by a qualified professional engineer, at the Owner's sole expense, to the Appellant.

7. The grading and drainage for the retained lot (Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**) shall be completed substantially in accordance with the grading and drainage plan attached as **Schedule D**, subject to any modifications required by the City of Toronto.
8. After demolition of the existing dwelling, at the commencement of excavation, the Owner shall excavate test holes in the central portion of the lot so as to ensure the discovery of any site conditions that may require additional review by a qualified engineer, such as unstable soils or a high water table. If any such site conditions are discovered, the Owner shall ensure that a qualified engineer is retained to review the site and recommend any additional measures required for construction of the new dwelling on Part 2.
9. The Toronto Local Appeal Body may be spoken to in the event that any issues arise with respect to any of the foregoing.

Date:

S. Gopikrishna

APPENDIX 1

40 Brooklawn Avenue – Conditions of Consent Approval

1. The Owner and the Appellant shall enter into an Easement Agreement for the permanent easement referred to in Paragraph 1 above, in accordance with the draft Easement Agreement attached as **Schedule B**, except that minor technical amendments can be made prior to execution to insert the instrument number of the Reference Plan, once deposited, and to correctly identify the municipal address assigned to the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**.
2. The Owner's real estate solicitor shall file an undertaking with the Committee of Adjustment to register the easement and the Easement Agreement on title to the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached as **Schedule A**, as the first instrument on title, immediately after registering the Transfer to create the two new lots and confirm that a copy of the undertaking has been provided to the Appellant.
3. The plans submitted as part of the building permit application for the new dwelling on the retained lot identified as Parts 2 and 3 on the draft Reference Plan attached as **Schedule A** shall be substantially in accordance with the Site Plan and Elevations attached hereto as **Schedule C**. For the purpose of clearing this condition prior to issuance of the Certificate, such revised plans shall be filed with the Committee of Adjustment, and the Owner shall confirm that a copy has been provided to the Appellant. For greater certainty, the revised Site Plan and Elevations shall include the following:
 - i. The driveway shall be located on the north side of Part 2 and adjacent to Part 1;

- ii. The stair access to the front entrance to the building proposed to be constructed on Part 2 shall turn northwards towards the driveway, as shown on the Site Plan and the Front Elevation attached at **Schedule C**;
 - iii. The basement shall be configured so as to ensure that a basement window well shall not encroach into the permanent easement referred to in Paragraph 1 of this Order;
 - iv. There shall be no window on the most westerly 6.0 m of the 2nd floor of the south wall of the proposed building to be constructed on Part 2. For greater certainty, all windows shown on the attached Left Side Elevation (South) are permitted.
4. The Owner shall submit a grading and drainage plan substantially in accordance with the draft grading and drainage plan attached hereto as **Schedule D**, certified by a qualified professional engineer, which confirms that any proposed change of grading on Part 2 will not alter the existing drainage patterns on the 38 Brooklawn lands. The grading and drainage plan shall further confirm that any sump pump installed in the building proposed to be constructed on Part 2 will not drain onto the 38 Brooklawn lands. For the purpose of clearing this condition prior to issuance of the Certificate, the Owner shall file the proposed grading and drainage plan with the Committee of Adjustment and confirm that a copy has been provided to the Appellant. The final grading and drainage plan shall be subject to any revisions required by the appropriate department of the City of Toronto.
5. The Owner shall submit to the Committee of Adjustment confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department.
6. Municipal numbers for the subject lots indicated on the applicable Registered Plan of Survey shall be assigned to the satisfaction of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services.

Contacts: John House, Supervisor, Land and Property Surveys, at 416-392-8338; jhouse@toronto.ca, or his designates, Elizabeth Machynia, at 416-338-5029; emachyni@toronto.ca, John Fligg at 416-338-5031; jfligg@toronto.ca

7. Two copies of the registered reference plan of survey integrated to NAD 83 CSRS (3 degree Modified Transverse Mercator projection), delineating by separate Parts the lands and their respective areas, shall be filed with the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services. Contact: John House, Supervisor, Land and Property Surveys, at 416-392-8338; jhouse@toronto.ca.
8. Three copies of the registered reference plan of survey satisfying the requirements of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services shall be filed with the Committee of Adjustment.
9. The following conditions shall be fulfilled to the satisfaction of the Supervisor, Urban Forestry, Tree Protection and Plan Review, Scarborough District:
 - i. The applicant shall submit to Urban Forestry a refundable Tree Protection Security Deposit in the amount of \$5,030.36 in the form of renewable letter of credit or other form acceptable to the General Manager of Parks, Forestry and Recreation to guarantee the protection of the City owned trees to be retained fronting the site or adjacent to the site, as per the City's Tree Protection Policy and Specifications for Construction near Trees and the City of Toronto Municipal Code Chapter 813, Article II.
 - ii. Where there are no existing street trees, the applicant shall provide to Urban Forestry a payment in lieu of planting one street tree on the City road allowance abutting each of the sites involved in the application. The number of trees required to be planted is one (1) and the current

cost of planting each tree is \$583.00. Payments shall be made payable to the Treasurer, City of Toronto and sent to Urban Forestry, Scarborough Civic Centre, 150 Borough Drive, 5th floor, Toronto, Ontario, M1P 4N7.

10. Within ONE YEAR of the date of the giving of this notice of decision by the Toronto Local Appeal Body, the Owner shall comply with the above-noted conditions and prepare for electronic submission to the Deputy Secretary-Treasurer, the Certificate of Official, Form 2 or 4, O. Reg. 197/96, referencing either subsection 50(3) or (5) or subsection 53(42) of the Planning Act, as it pertains to the conveyed land and/or consent transaction.

Schedule A – Draft Reference Plan



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

Plan 66R-
RECEIVED AND DEPOSITED :

DATE : _____, 2017

DATE : _____, 2017

LAWRENCE O. ERTL
ONTARIO LAND SURVEYOR

REPRESENTATIVE OF THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF THE
TORONTO LAND REGISTRY OFFICE (No. 66)

Metric DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

Schedule

PART	LOT	REGISTERED PLAN	ALL OF P.I.N.	AREA Sq.m.
1				362.3
2	PART OF LOT 8	2432	06415 - 0256	396.6
3				14.7

PLAN OF SURVEY OF PART OF LOT 8 REGISTERED PLAN 2432 CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH)

SCALE 1:200
0 1 2 3 4 5 10 15m

ertl surveyors 2017
Ontario Land Surveyors

Integration

DISTANCES HEREON ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9998861

BEARINGS AND COORDINATES HEREON ARE MTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A, B AND C, BY REAL TIME NETWORK OBSERVATIONS IN NAD83 (CSRS) (2010.0) AND ARE REFERRED TO THE CENTRAL MERIDIAN OF MTM ZONE 10, LONGITUDE 79°30'W.

FOR BEARING COMPARISONS A COUNTER-CLOCKWISE ROTATION OF 0°11'40" WAS APPLIED TO BEARINGS SHOWN ON THE PLANS IN THE LEGEND.

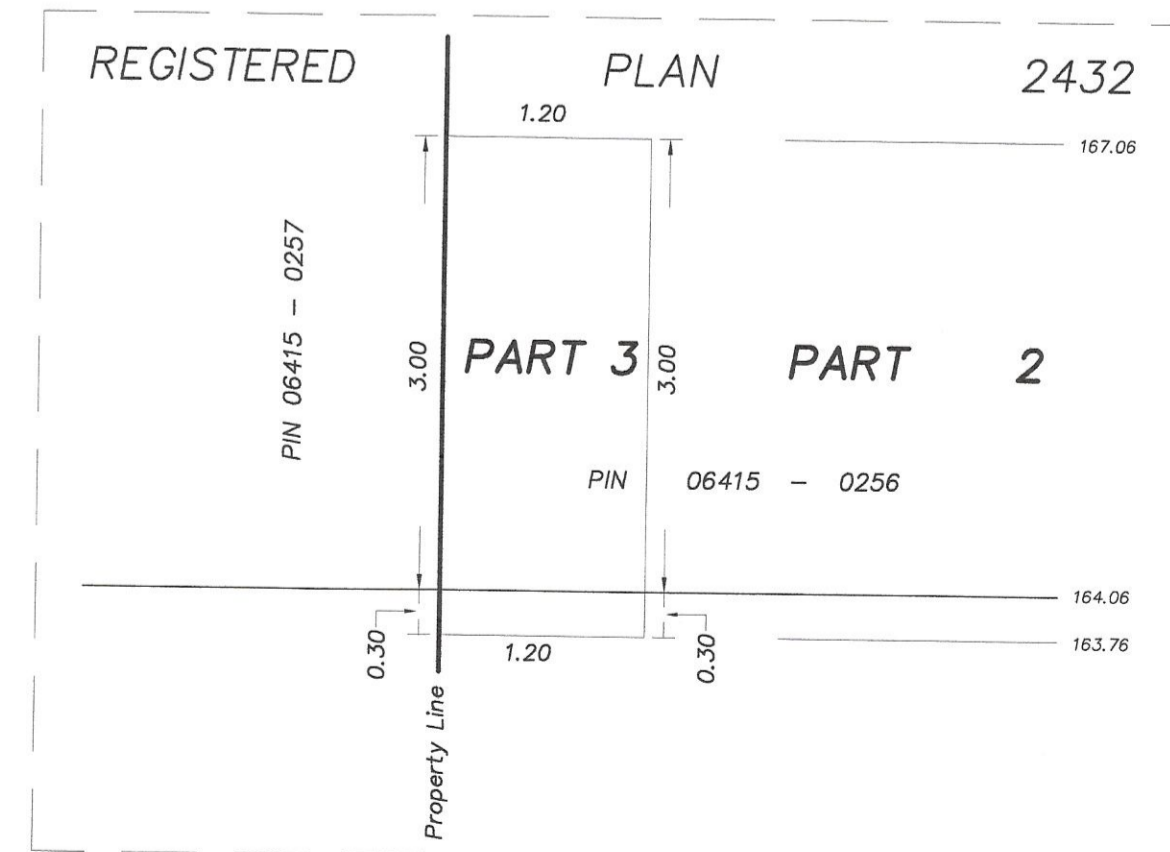
OBSERVED REFERENCE POINTS (ORPs) UTM ZONE 17, NAD83 (CSRS) (2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) O. REG. 216/10

POINT ID	NORTHING	EASTING
A	4841852.88	326224.13
B	4841878.48	326249.07
C	4841864.06	326260.94

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

Legend

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
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- ORP DENOTES OBSERVED REFERENCE POINT
- O/U DENOTES ORIGIN UNKNOWN
- HSW DENOTES H.S. WILDE, O.L.S. & A PLAN OF SURVEY DATED APRIL 4, 1953
- DER DENOTES DONALD E. ROBERTS LTD., O.L.S. & A DRAFT REFERENCE PLAN DATED MARCH 19, 2012
- B DENOTES D.H. BLACK, O.L.S.
- BSP DENOTES BOROUGH OF SCARBOROUGH PUBLIC WORKS SURVEY SECTION
- P1 DENOTES REGISTERED PLAN N° 2432
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- D1 DENOTES INSTRUMENT No. SC-522221
- D2 DENOTES INSTRUMENT No. TB-557600
- Blk DENOTES CONCRETE BLOCK
- Met DENOTES METAL
- BF DENOTES BOARD FENCE
- CLF DENOTES CHAIN LINK FENCE



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 XXXX DAY OF XXXX, 2017

DATE : _____, 2017

Lawrence O. Ertl
Ontario Land Surveyor

ertl surveyors
Ontario Land Surveyors
www.es-ols.com
1234 REID STREET, UNIT 10, RICHMOND HILL L4B 1C1
TELEPHONE (905) 731-7834 FAX (905) 731-7852 EMAIL info@es-ols.com
DRAWING : 17376-Brooklawn40-RP.DWG PROJECT : 17376
CALC. BY **, DRAWN BY DH, CHECKED BY **

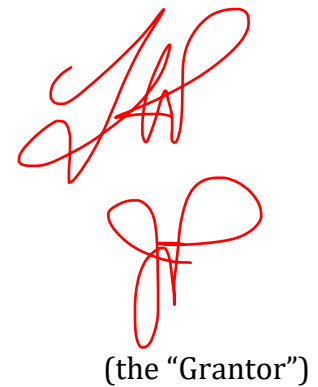
Schedule B – Easement Agreement

**Driveway Easement Agreement
B E T W E E N:**

FAIRGLEN HOMES LIMITED

- and -

JANICE LYN PAGE



(the "Grantor")

(the "Grantee")

WHEREAS the Grantor is the owner of the property identified as Parts 2 and 3 on Registered Reference Plan No. _____ (referred to herein as "40A Brooklawn", which may not reflect the ultimate municipal address assigned to Parts 2 and 3), attached hereto as **Schedule A** ("the Reference Plan");

AND WHEREAS the Grantee is the owner of the property municipally described as 38 Brooklawn Avenue;

AND WHEREAS a portion of the driveway for 38 Brooklawn Avenue encroaches on 40A Brooklawn Avenue ("the Driveway Encroachment Area"), and the Grantee uses the Driveway Encroachment Area for the purpose of vehicular and pedestrian ingress and egress to 38 Brooklawn Avenue, and for the purpose of parking motor vehicles;

AND WHEREAS the Driveway Encroachment Area is more particularly shown as Part 3 on the Reference Plan (hereafter be referred to as "Part 3");

AND WHEREAS Part 3 is a stratified parcel with dimensions of 1.2 m by 12.22 m, extending 0.3 m below grade and 3.0 m above grade.

AND WHEREAS the Grantor agrees to impress upon 38 Brooklawn Avenue and 40A Brooklawn Avenue certain covenants, rights-of-way and restrictions regarding the use, access and maintenance of Part 3, which shall enure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee;

NOW THEREFORE, in consideration of the sum of \$2.00 and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and the Grantee ("the Parties") agree as follows:

Grant of Easement:

1. Subject to the terms of this Agreement, the Grantor grants to the Grantee an exclusive permanent easement over Part 3 on the Reference Plan, on the terms and conditions set forth in this Agreement. Accordingly, 38 Brooklawn Avenue shall be

the “dominant tenement”, the beneficiary of the easement, and 40A Brooklawn Avenue shall be the “servient tenement”, burdened by the easement.

Description of Easement:

2. The easement granted in this Agreement is an easement for the purpose of vehicular and pedestrian access to and egress from 38 Brooklawn Avenue, and for the parking of motor vehicles.
3. The Grantee and her authorized visitors to 38 Brooklawn Avenue shall be entitled to use Part 3 for pedestrian and motor vehicle access to and egress from 38 Brooklawn Avenue.
4. The Grantee and her authorized visitors to 38 Brooklawn Avenue shall be entitled to use Part 3 for the parking of motor vehicles.
5. The Grantor shall be permitted to use the easement for the purpose of access to and egress from the side and rear yard of 40A Brooklawn Avenue. The Grantor shall also be permitted to temporarily interrupt the use of the portion of the easement adjacent to the dwelling to be constructed on Part 2 in order to complete any repairs to or maintenance of the dwelling, for a period of time that is reasonably necessary to complete the repairs or maintenance, without the consent of the Grantee, upon giving a minimum of 7 days’ written notice of intent to perform such repairs or maintenance.
6. The Parties shall not obstruct or restrict the use of any at-grade portion of Part 3 with any permanent building or structure, except for the projection of window sills at the first floor. For greater certainty, nothing in this Agreement is intended to prevent the Grantor from installing any structures above or below Part 3.

Maintenance of Easement

7. Subject to any requirements of the City of Toronto or other permitting agency, the driveway on Part 3 shall be maintained in a serviceable, neat and acceptable manner and in a manner so that the overall appearance of said driveway is uniform.
8. The use of Part 3 may be temporarily interrupted by either of the Parties in order to complete such repairs and maintenance of the driveway as may be reasonably necessary without the consent of the other, upon giving a minimum of 7 days’ written notice of intent to perform such repairs.
9. Subject to the provisions of paragraph 12, the Grantee shall be financially responsible for the ongoing repair and maintenance of the driveway on Part 3, including overlay and sealing of the driveway.
10. The Parties may establish and assign additional maintenance, insurance, and other obligations to each other that may be mutually acceptable without an amendment of this Agreement.

Construction

11. After commencement of construction, and subject to any unforeseen delays, the Grantor will substantially complete construction of the new dwelling on Part 2 within 12 months. During construction of the proposed dwelling on Part 2, the Grantor shall be permitted to interrupt access to Part 3 to complete any stage of construction, including without limiting the generality of the foregoing, excavation, foundations, backfilling, masonry, or landscaping. The Grantor will make reasonable efforts to limit the obstruction of Part 3 to the extent practically required to complete any single phase of construction, so as to provide access to the Grantee over part or all of Part 3 for parking when feasible. Such efforts may include the relocation of construction fencing and/or temporary repairs or patching to the surface of Part 3. The Grantor will provide a minimum of 24 hours' notice to the Grantee electronically or by personal service prior to interrupting access.
12. The Grantee acknowledges that the driveway on Part 3 will be damaged during construction. Following completion of construction, and subject to the cooperation of the Grantee, the Grantor shall be responsible at his sole cost for repaving with new asphalt the entirety of the Grantee's driveway, including Part 3, so as to ensure a uniform appearance.

Insurance and Indemnity

13. The Parties shall advise their respective property insurers of the granting of the easement and of the rights and obligations contained herein, and shall provide copies to one another of their written notice to their respective insurers.
14. The Grantee will indemnify the Grantor for any claims filed by an owner or occupant of, or visitor to, 38 Brooklawn Avenue who utilizes Part 3 for any purpose and who files a claim against the Grantor.

Registration on Title

15. The covenants, rights-of-way and restrictions set out in this Agreement shall enure to the benefit of and be binding upon any successors in title to 38 Brooklawn Avenue and 40A Brooklawn Avenue, and shall be restrictions which run with the land to the extent permitted by law.
16. This Agreement shall be registered on title to 38 Brooklawn Avenue and 40A Brooklawn Avenue.

Notice

17. Unless otherwise provided, notice may be delivered under this agreement by personal service, or by registered mail to 38 Brooklawn Avenue or 40A Brooklawn Avenue. Notwithstanding any other section to the contrary, any required notice

period may be abbreviated in order to complete any repairs and/or maintenance on an emergency basis.

The Parties have each executed this Agreement as of the date noted below:

Date: December 15, 2017

_____ c/s

Fairglen Homes Limited

Name: John Perciasepe

Position: President

I have authority to bind the corporation.

In witness whereof signed this 15th
day of December, 2017

Witness:

_____ l/s
Janice Lyn Page

Schedule A

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

DATE : _____, 2017

LAWRENCE O. ERTL
ONTARIO LAND SURVEYOR

Plan 66R-

RECEIVED AND DEPOSITED :

DATE : _____, 2017

REPRESENTATIVE OF THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF THE
TORONTO LAND REGISTRY OFFICE (No. 66)

Metric

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

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3				14.7

PLAN OF SURVEY OF
PART OF LOT 8
REGISTERED PLAN 2432
CITY OF TORONTO
(FORMERLY CITY OF SCARBOROUGH)

SCALE 1:200

ertl surveyors 2017
Ontario Land Surveyors

Integration
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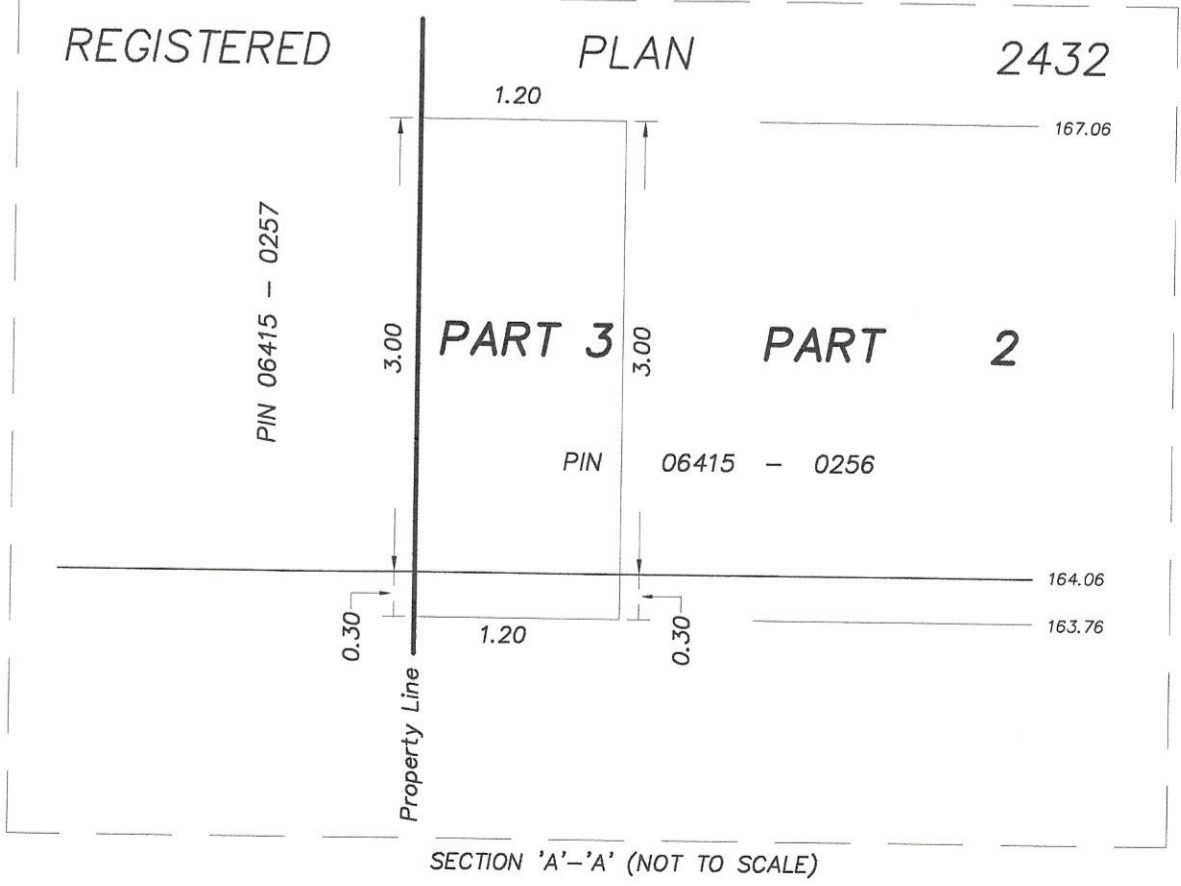
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FOR BEARING COMPARISONS A COUNTER-CLOCKWISE ROTATION OF 0°11'40" WAS APPLIED TO BEARINGS SHOWN ON THE PLANS IN THE LEGEND.

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B	4841878.48	326249.07
C	4841864.06	326260.94

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- Legend**
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 - DER DENOTES DONALD E. ROBERTS LTD., O.L.S. & A DRAFT REFERENCE PLAN DATED MARCH 19, 2012
 - B DENOTES D.H. BLACK, O.L.S.
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Surveyor's Certificate
I CERTIFY THAT :
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2. THE SURVEY WAS COMPLETED ON THE XXXX DAY OF XXXX, 2017

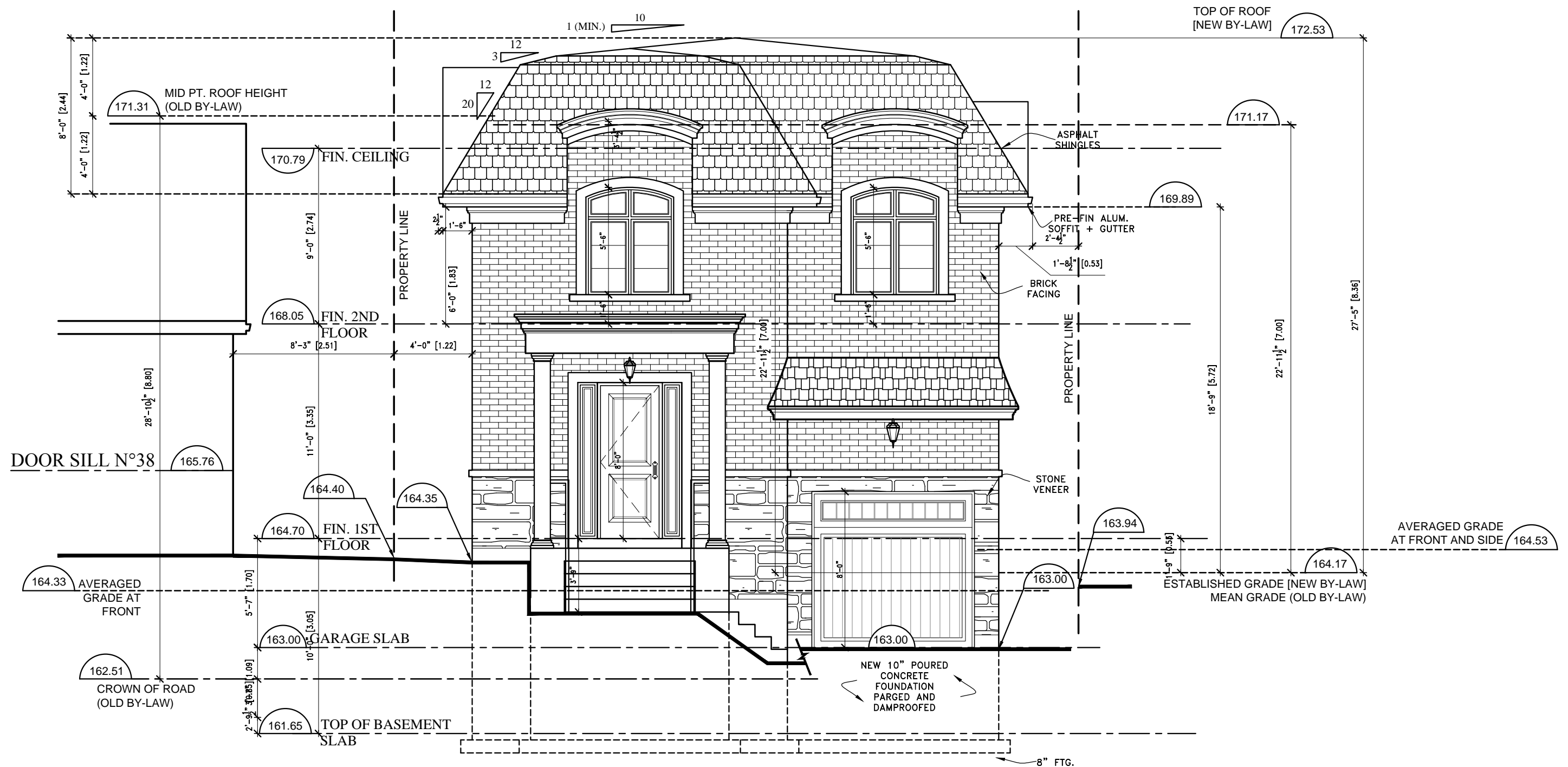
DATE _____, 2017

Lawrence O. Ertl
Ontario Land Surveyor

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1234 REID STREET, UNIT 10, RICHMOND HILL L4B 1C1
TELEPHONE (905) 731-7834 FAX (905) 731-7852 EMAIL info@es-ols.com
DRAWING : 17376-Brooklawn40-RP.DWG PROJECT : 17376
CALC. BY **, DRAWN BY DH, CHECKED BY **

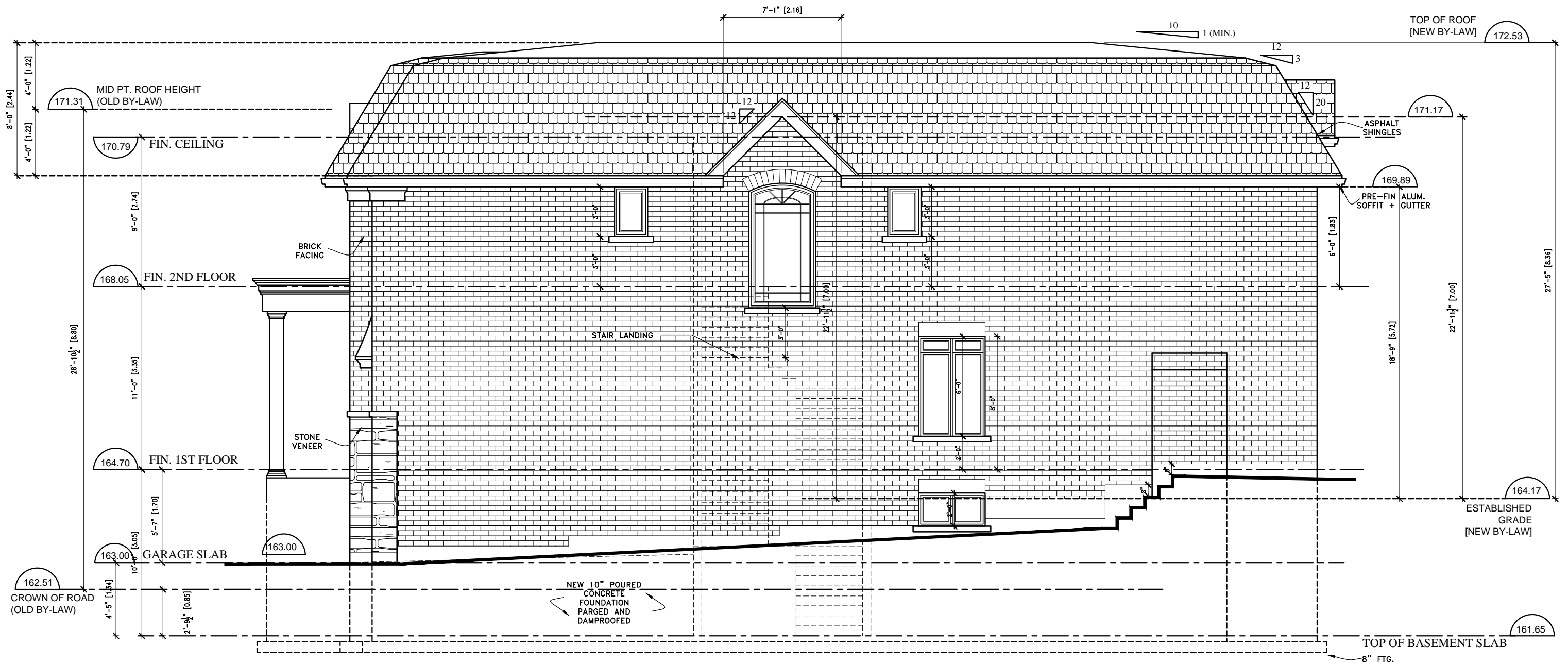
Schedule C – Revised Site Plan and Elevations



FRONT ELEVATION

EAST

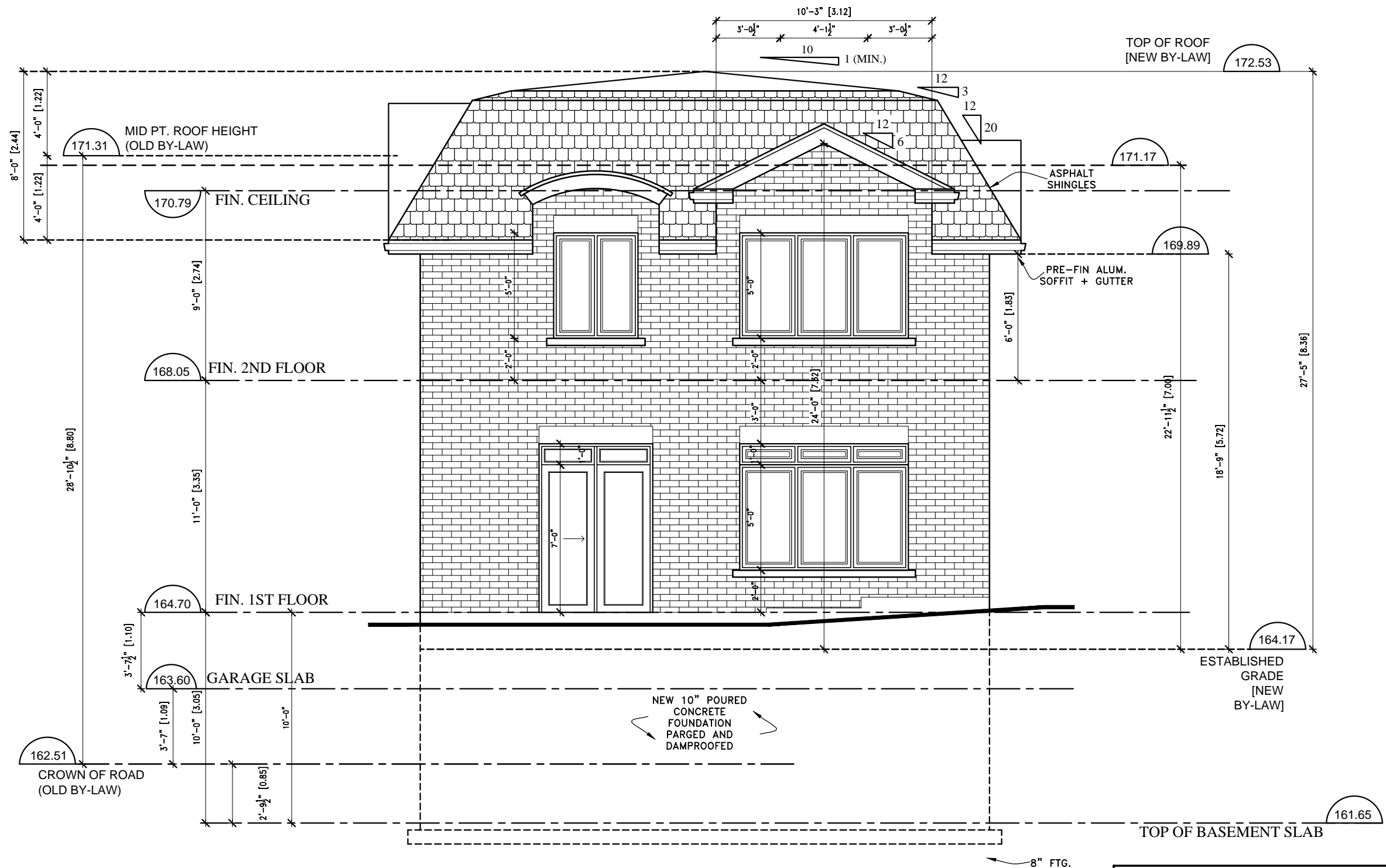
Rubinoff Design Group
697 Mt. Pleasant Rd
Toronto, Ontario M4S 2N4
TEL. 416.667-0322 FAX. 416.667.0751 EMAIL. info@rubinoffdesign.com
40 BROOKLAWN - PART 2
TORONTO, ONTARIO
3/16"=1'-0" SEPT 12 / 17



RIGHT SIDE ELEVATION

NORTH

Rubinoff Design Group
697 Mt. Pleasant Rd
Toronto, Ontario M4S 2N4
TEL. 416.667-0322 FAX.416.667.0751 EMAIL. info@rubinoffdesign.com
40 BROOKLAWN - PART 2
TORONTO, ONTARIO
N. T. S. SEPT 12 / 17



REAR ELEVATION

WEST

Rubinoff Design Group
697 Mt. Pleasant Rd
Toronto, Ontario M4S 2N4
TEL. 416.667-0322 FAX. 416.667.0751 EMAIL. info@rubinoffdesign.com

40 BROOKLAWN - PART 2
TORONTO, ONTARIO
3/16"=1'-0" SEPT 12 / 17

Schedule D – Draft Grading and Drainage Plan

