

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

33 HAWARDEN CRESCENT INC. and 35 HAWARDEN CRESCENT INC.

Respondents

RESPONDING MOTION RECORD

(Receiver's motion for approval, returnable March 15, 2024)

March 11, 2024

Obaidul Hoque (LSO # 677910)

OWS Law

Barrister & Solicitor

5200 Yonge Street

Toronto, ON, M2N 5P6

Tel: (647)-794-7079

Fax: (647)-794-7039

Email: obaidul@owslaw.ca

Lawyer for the Respondents

TO: SERVICE LIST

INDEX

1. Affidavit of Jason Allen John, sworn March 11, 2024;

**ONTARIO
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Respondents

SERVICE LIST

| As of March 1, 2024 | |
|--|---|
| BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East, Suite 1500 Toronto ON M5C 3G5 Lawyers for the Court-appointed Receiver, Pollard & Associates Inc. | Timothy R. Dunn (LSO #34249I) (416) 597-4880 tdunn@blaney.com Alexandra Teodorescu (LSO #63889D) (416) 596-4279 ateodorescu@blaney.com |
| POLLARD & ASSOCIATES INC. 31 Wright St., Richmond Hill, ON L4C 4A2 Court-appointed Receiver | Angela Pollard (905) 884-8191 akpollard@pollardandassoc.ca |
| GOWLING WLG (CANADA) LLP Barristers and Solicitors | Thomas Gertner (LSO #67756S) (416) 369-4618 |

| | |
|---|--|
| <p>Suite 1600, First Canadian Place 100 King Street West, Toronto, ON M5X 1G5</p> <p>Lawyers for the Applicant</p> | <p>thomas.gertner@gowlingwlg.com</p> <p>Katherine Yurkovich (LSO #80396R) (416) 862-4342 kate.yurkovich@gowlingwlg.com</p> |
| <p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>OWS LAW 5200 Yonge Street Toronto, ON M2N 596</p> <p>Lawyers for the Respondents</p> | <p>Steven Graff 416-865-7726 sgraff@airdberlis.com</p> <p>Adrienne Ho 416-637-7980 aho@airdberlis.com</p> <p>Obaidul Hoque 647-619-6207 obaidul@owslaw.ca</p> |
| <p>BRIDGE LAW Professional Corporation 7015 Tranmere Drive, Unit 13 Mississauga, ON L5S 1T7</p> <p>Lawyers for Rupinder Bamra</p> | <p>Christina Bowman 905-673-7222 cbowman@bridgelawyers.ca</p> |
| <p>SAMANTHA LITCHEN 8 Ardmore Road Toronto, ON M5P 1V3</p> | <p>sammylitchen@gmail.com</p> |
| <p>HARVEY KALLES REAL ESTATE LTD. 2145 Avenue Road Toronto, ON M5M 4B2</p> | <p>Jamie Erlick Jamie.erlick@gmail.com</p> |
| <p>THE AGENCY, BROKERAGE 378 Fairlawn Avenue Toronto, ON M5M 1T8</p> | <p>Benjamin Yellowlees ben.yellowlees@theagencyre.com</p> |
| <p>WESTDALE PROPERTIES 35 Lesmill Rd. Toronto, ON M3B 2T3</p> <p>Lawyers for the Purchaser</p> | <p>Sarit Kind 416-703-1877 (ext. 1059) saritk@westdaleproperties.com</p> |

| | |
|---|--|
| OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge St., Fourth Floor Toronto, ON M5C 2W7 | osbservice-bsfservice@ised-isde.gc.ca |
| DEPARTMENT OF JUSTICE Ontario Regional Office 120 Adelaide Street West Suite 400 Toronto, ON, M5H 1T1 | AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca |
| MINISTRY OF FINANCE Ministry of the Attorney General (Ontario) Civil Law Division - Legal Services Branch 6-33 King St West Oshawa, Ontario, L1H 8H5 | Steven Groeneveld (LSO # 45420I) Tel: 905 431 8380 Fax: 905 436 4510 Email: steven.groeneveld@ontario.ca |
| MINISTRY OF FINANCE Ministry of the Attorney General (Ontario) Collections Branch – Bankruptcy and Insolvency Unit 6-33 King St West Oshawa, Ontario, L1H 8H5 | Email: insolvency.unit@ontario.ca Tel.: 1 866 668-8297 |
| CANADA REVENUE AGENCY Winnipeg Tax Centre PO 14001 Station Main Winnipeg, MB R3C 3M3 | 204-984-5164 |

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

VECTOR FINANCIAL SERVICES LIMITED

Applicant

- and -

33 HAWARDEN CRESCENT INC. and 35 HAWARDEN CRESCENT INC.

Respondents

**AFFIDAVIT OF JASON ALLEN JOHN
(sworn March 11, 2024)**

I, Jason Allen John, of the City of Toronto, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the directors of 33 Hawarden Crescent Inc. and 35 Hawarden Crescent Inc. As such, I have knowledge of the matters to which I depose in this affidavit. Where matters to which I depose are stated to be based on information, I have identified the source of the information and verily believe the same to be true.

2. On March 7, 2024, I provided an affidavit in support of the Companies' request for the Court's permission to redeem the Applicant's mortgage. This affidavit supplements that affidavit and responds to the Receiver's affidavit dated March 1, 2024. I adopt and use here the definitions used in my earlier affidavit.

A. The Proposed Purchaser's principal is related to the Applicant.

3. The principal of the proposed purchaser of the Properties at issue, is Mr. Jeffrey Gottesman. Attached as **Exhibit "A"** is a corporate profile search of the proposed purchaser.

4. Mr. Gottesman and his spouse, Ms. Samantha Gottesman, are the owners of the neighboring 37 Hawarden Crescent.

5. In or around August 15th, 2022, Mr. Michael Staltari, a Vice President of the Applicant Vector Financial, called to advise me that he just learned during a visit to the Real Property that Mr. Gottesman, an investor and business partner of the Applicant, was the owner of 37 Hawarden Crescent. That was the first I had heard of Mr. Gottesman.

6. I understood from our conversation that in many of their mortgage loans, the Applicant would partner up with individual or smaller lenders and larger financial institutions to pull funds needed to advance on mortgage loans. Mr. Gottesman and Mr. Staltari both mentioned during my conversations with them that Mr. Gottesman and/or his family were investors in the Applicant's mortgage business.

7. From my discussions with Mr. Stalteri, I learned that Mr. Gottesman did not ultimately invest in the Applicant's mortgage loan to the Companies although discussions were had that contemplated his or his family's involvement in the mortgage loan.

8. In September 2022, Mr. Stalteri shared with me Mr. Gottesman's telephone number. Shortly after I received his telephone number, I called Mr. Gottesman and discussed the development plans for the project. Since September of 2022, I spoke with Mr. Gottesman numerous times, almost monthly starting in March 2023, and discussed the status of the project, including the severance application, the financial challenges of the Companies, the possibility of Mr. Gottesman partnering with the Companies in the project and purchasing a part of the severed lands. Mr. Gottesman and I also met on the site twice. I sent him multiple architectural drawings which explained the options that the Companies were exploring. Copies of the relevant text messages between Mr. Gottesman and I are attached herein as **Exhibit "B"**.

9. In or around May 25, 2023, Mr. Gottesman expressed an interest in purchasing the Real Properties from the Companies. The Companies and Mr. Gottesman discussed verbal offers but the discussions did not culminate in any agreement. Mr. Gottesman had offered to pay \$5,000,000 for the back portion of the Real Properties, and \$10.5 million for the entire land.

10. On or around November 24, 2023, just prior to the hearing before the committee of adjustment, I requested Mr. Gottesman provide a written support letter for use at the hearing before the committee of adjustment. He declined my request. My text message to Mr. Gottesman and his response is included herein at **Exhibit "C"**.

11. On November 27, 2023, two days prior to the hearing before the committee of adjustment, Mr. Gottesman and his wife, through their lawyer, provided correspondence to the committee of adjustment expressing various opposition to the Companies' application. A copy of the Gottesman's' lawyers' correspondence to the City of Toronto dated November 27, 2023 is attached to this affidavit as **Exhibit "D"**.

12. I believe that the Gottesman's' correspondence to the City of Toronto dated November 24, 2023, was intended to cause a delay in the committee of adjustment hearing, while giving the Gottesman's the opportunity to purchase the lands at a lesser value.

13. Based on my discussions with another broker Mr. Jason Waxman, who is also related to the Applicant, I believe that through the Applicant, Mr. Gottesman had knowledge of the Receiver's activities and the offers the Receiver discussed with the Applicant, including the purchase price contained in those offers.

14. I note that the Receiver's motion record redacts the sale price offered by Gott Upper Canada Inc. During the attendance at a case conference in this matter on February 13, 2024, I heard the Receiver's Counsel advise the Court that the proposed sale was not going to raise sufficient funds to satisfy the Applicant's mortgage account.

B. The Property Ought to Have Been Marketed Following Severance.

15. As indicated in my earlier affidavit, a hearing before the committee of adjustments was set to take place on November 29, 2023, but was deferred without setting a return date, on the direction of the Receiver and the request of the Companies' consultant. A copy of the email the Receiver sent to the consultant is attached herein as **Exhibit "E"**.

16. Through my discussions with Dales Consulting and our consultants, I understand that the engineering report requested by the City of Toronto could have been obtained in approximately four weeks of time. The cost of undertaking such a report is modest.

17. I further understand that a meeting to discuss the neighbors' concerns was scheduled to take place in January 2024, but was cancelled on the Receiver's instruction.

18. On or around February 21, 2024, following receipt of assurance of new financing arrangement, the Companies engaged Fabian Papa and Partners to provide the study requested by the City of Toronto, and paid related fees in the amount of \$3,000. The Companies' consultant Rober Filipuzzi verbally advised that the report, which will be favourable to the Companies' proposed development plans, would be forthcoming in the following week. A copy of the invoice of Fabian Papa and Partners, and copies of relevant correspondence between Mr. Tyrone Grey and the consultant are attached herein as **Exhibit "F"**.

19. Through my discussions with Dales Consulting, I further understand that a new hearing date before the committee of adjustments can be obtained on 45 days' notice, and the committee sits on or around the 29th day every month.

20. I believe that the Real Properties' values would significantly increase following severance.

21. It is apparent that the Receiver recognized that the Real Properties would attract higher value if the lands' development potential can be highlighted. This is evident from the MLS Listing of the Real Properties which promotes the lands as a development project. A copy of the MLS Listing is attached herein as **Exhibit "G"**. The MLS listing contained the following description:

Listing Description

Fantastic Residential Development Opportunity In Heart Of Forest Hill Community! 33 Hawarden Cres (51x250 FT) Sold Together With 35 Hawarden Cres (59x245 FT). Plans for 5 Townhomes and 2 Detached Homes Currently Under City Review. Prime Development Land (0.,636 Acres) As City Of Toronto Implements Its Expanding Housing Options In Neighborhoods (EHON) Initiative**** EXTRAS
**** **33 Hawarden Crescent Inc. and 35 Hawarden Crescent Inc. (33691221)

22. It would have been a commercially reasonable decision to return to the committee of adjustment hearing. The time and expense to do so would have been modest.

23. Through my discussions with Benjamin Yellowless and Zack Snider, two real estate agents with who I discussed the Real Properties' market value, I understand that if the Companies'

requested severance is approved, the market value of the Real Properties would be approximately \$16,000,000.00.

24. In November 2023, we obtained an appraisal of the Real Properties which estimated the value of the same, as is, with development potential for severance. A copy of the appraisal is attached herein as Confidential **Exhibit “H”**. The Companies seek a sealing order in respect of this exhibit given the sensitive commercial information contained therein.

C. Updates on New Financing.

25. KPMAN Financing, the new lender identified by the Companies has now engaged lawyers to move the redemption financing transaction forward. A copy of a correspondence from its solicitor confirming this engagement is attached herein as **Exhibit “I”**.

26. I understand that Doji Financing is also in the process of engaging lawyers to complete the financing that it is proposed to provide.


27. The investor in the project identified by the Companies, Mr. Al Lalani of the Lalani Group, who has committed, in principle, funds to cover the shortfall needed to satisfy the Applicant’s mortgage loan and the Receiver’s account, has confirmed that funds are available in his lawyer, Jason Cherniak’s trust account for the benefit of the Companies’ redemption of this mortgage.

28. Since the delivery of my earlier affidavit, I have had further discussions with Mr. Bamra, who has confirmed his understanding that the Companies proposed financing arrangements, including the two new mortgages, will be placed in priority to his mortgage. Mr. Bamra is prepared to provide the necessary postponement and supports the Companies’ motion to redeem. A copy of a correspondence from Mr. Bamra confirming his cooperation is attached herein as **Exhibit “J”**.


29. The Companies’ directors, Mr. Brown, Mr. Grey and I, have agreed to inject an additional investment of one million dollars to cover carrying costs of the Real Properties and to expend such funds towards completion of the severance.

30. I make this Affidavit in support of the relief sought in this proceeding, in good faith, and for no other improper purpose.

SWORN remotely by video conference)
by Jason Allen John at the City)
of Toronto, in the Province of Ontario,)
before me at the City of Toronto, on this)
11th day of March 2024, in accordance))
with O. Reg 431/20, administering Oath)
or Declaration Remotely)

DocuSigned by:

3521F3BD627E462...

A Commissioner for Taking Affidavits
56364916.1

DocuSigned by:

E6F5CD594A1B427...

Jason Allen John

This is Exhibit " A " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:


A Commissioner for the taking of affidavits, etc.



Ministry of Public and
Business Service Delivery

Profile Report

GOTT UPPER CANADA INC. as of March 05, 2024

| | |
|-----------------------------------|---|
| Act | Business Corporations Act |
| Type | Ontario Business Corporation |
| Name | GOTT UPPER CANADA INC. |
| Ontario Corporation Number (OCN) | 5010291 |
| Governing Jurisdiction | Canada - Ontario |
| Status | Active |
| Date of Incorporation | February 04, 2019 |
| Registered or Head Office Address | 37 Hawarden Cres, Toronto, Ontario, M5P 1M8, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

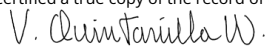
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

| | |
|-----------------------------|----|
| Minimum Number of Directors | 1 |
| Maximum Number of Directors | 10 |

| | |
|---------------------|--|
| Name | JEFFREY GOTTESMAN |
| Address for Service | 35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada |
| Resident Canadian | Yes |
| Date Began | February 22, 2019 |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name

JEFFREY GOTTESMAN

Position

President

Address for Service

35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada

Date Began

February 22, 2019

Name

SAMANTHA GOTTESMAN

Position

Secretary

Address for Service

35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada

Date Began

February 22, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

GOTT UPPER CANADA INC.

Effective Date

February 04, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

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Document List

| Filing Name | Effective Date |
|---|-----------------------|
| Annual Return - 2019 PAF: JEFFERY GOTTESMAN - DIRECTOR | October 25, 2020 |
| CIA - Notice of Change PAF: SARIT KIND - OTHER | January 07, 2020 |
| CIA - Initial Return PAF: SARIT KIND - OTHER | December 13, 2019 |
| BCA - Articles of Amendment | February 21, 2019 |
| BCA - Articles of Incorporation | February 04, 2019 |

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Ministère des Services au public et
aux entreprises

Rapport de profil

GOTT UPPER CANADA INC. en date du 05 mars 2024

| | |
|--|---|
| Loi | Loi sur les sociétés par actions |
| Type | Société par actions de l'Ontario |
| Dénomination | GOTT UPPER CANADA INC. |
| Numéro de société de l'Ontario | 5010291 |
| Autorité législative responsable | Canada - Ontario |
| Statut | Active |
| Date de constitution | 04 février 2019 |
| Adresse légale ou du siège social | 37 Hawarden Cres, Toronto, Ontario, M5P 1M8, Canada |

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Administrateurs en fonction

| | |
|----------------------------------|----|
| Nombre minimal d'administrateurs | 1 |
| Nombre maximal d'administrateurs | 10 |

| | |
|-----------------------------------|--|
| Dénomination | JEFFREY GOTTESMAN |
| Adresse aux fins de signification | 35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada |
| Résident canadien | Oui |
| Date d'entrée en fonction | 22 février 2019 |

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

JEFFREY GOTTESMAN

Président de la société

35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada

22 février 2019

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

SAMANTHA GOTTESMAN

Secrétaire

35 Lesmill Road, Toronto, Ontario, M3B 2T3, Canada

22 février 2019

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

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Historique des dénominations sociales

Nom

GOTT UPPER CANADA INC.

Date d'entrée en vigueur

04 février 2019

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

| Nom du dépôt | Date d'entrée en vigueur |
|--|--------------------------|
| Rapport annuel - 2019 PRE: JEFFERY GOTTESMAN - DIRECTOR | 25 octobre 2020 |
| CIA - Avis de modification PRE: SARIT KIND - OTHER | 07 janvier 2020 |
| CIA - Rapport initial PRE: SARIT KIND - OTHER | 13 décembre 2019 |
| BCA - Statuts de modification | 21 février 2019 |
| BCA - Statuts constitutifs | 04 février 2019 |

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

This is Exhibit " B " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:


3521E3BD627E462
A Commissioner for the taking of affidavits, etc.

4:27

< 60



JEFFREY >



iMessage
Mar 27, 2023 at 11:49 AM

Morning Jeffery, it's Jason from 33 and 35 Hawarden Crescent

Hope you had a great weekend, just looking to see if we can book a time to meet this week or the next

Morning

Happy to meet this week
Are you around tomorrow?

Actually tomorrow is tough

I pretty flexible tomorrow was tight for me too

Do you have any other time this week?

How's Wednesday at 1130

Or 11

11 might be better for me

Ok 11am works for me

K perfect

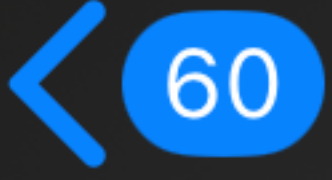
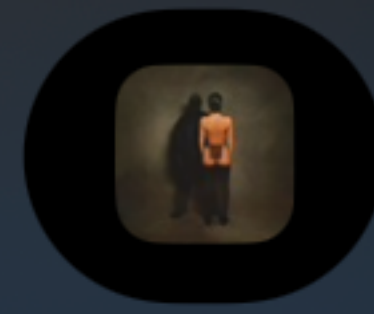
Looking forward

You want me to come to your house or somewhere else



iMessage





JEFFREY >

Mar 30, 2023 at 10:55 AM

Morning, ill be about 5 minutes late

Np

I am here

Fri, May 12 at 11:38 AM

Good Morning Jeffrey. How are you doing?

Wanted to ask you about, seeing if you can looking into my insurance that I need for my property out in Brantford

Tue, May 16 at 2:43 PM

Hey buddy. Sorry for delayed reply. Not sure how I missed seeing this. Happy to see if I can help you out. Do you have details you can send me? Jeff@gottesmaninsurance.com send me what you have and I'll see what I can so

Mon, May 22 at 8:34 PM

Hey Jason. Hope you had a great long weekend. Are you planning on having weekly lawn care? Few of the neighbours asked me to reach out and ask what's happening. Thanks!

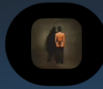
Wed, Jun 7 at 4:40 PM



iMessage



4:27



< 60



JEFFREY >



Wed, Jul 5 at 6:01 PM

Haha do it

Thu, Jul 13 at 5:06 PM

Hey buddy. Hope you're settling in w the new addition. Don't forget to send me that info!

Thu, Jul 13 at 7:48 PM

What time
Is good for you tomorrow to chat

I spoke to my partners

Before I send the email I would like to chat

Mon, Jul 17 at 10:52 AM

Good Morning

how are you doing

You have anytime today?

Ya call u shortly. Just on a call

Just tried ya. Call when free



33-35 Hawarden - Site
Context Plan (1).pdf

PDF Document · 58 KB



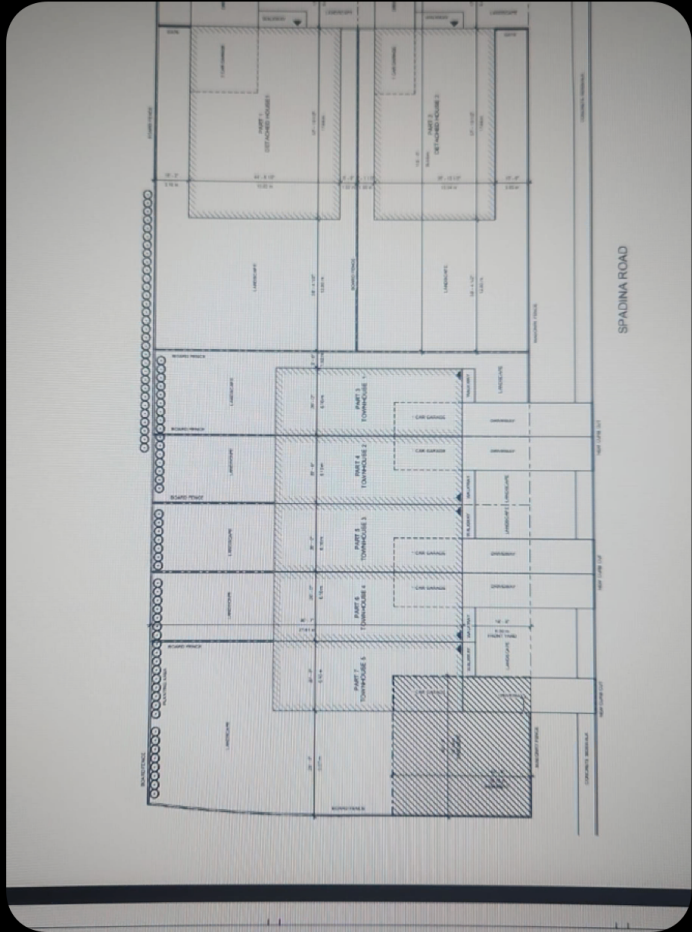
iMessage





JEFFREY >

Any updates on plans?



The 5th townhome will be a bit larger

We are thinking of selling the lots on 35 and 33 to end users for them to build and then focus on developing the towns

K I'll all u next week. I have an idea to run by you

1 Reply

Ok sounds good



iMessage



4:28

< 60



JEFFREY >



Fri, Jul 21 at 8:28 AM

Morning

Morning sir

We have a 3.3 million dollar offer on 35 we probably going to take it

And 3 million for 33

Unless we get a better offer today

Ah not bad

Yup works perfectly

End users?

Yup

For both

Conditional on severance?

Yup

Nice

2 different buyers?

Yup

Fri, Jul 21 at 10:19 PM



iMessage



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DocuSigned by:


3521F3BD627E462...
A Commissioner for the taking of affidavits, etc.

4:28

< 61



JEFFREY >



Now we are really flexible

Mon, Sep 18 at 8:42 AM

Morning

Did you take a look at the docs I sent

Fri, Nov 24 at 1:38 PM

Hey JEFFREY how your doing

Hey bro

Doing ok thanks.

You?

I'm great getting to the final stretch

Nice bro

Question could I get a letter of support from you?

I can't do that. I'm sorry.

Not in support of the design anymore?

I will call u to discuss. Easier than phone

Ok sounds good

Delivered



iMessage



This is Exhibit " D " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:


A Commissioner for the taking of affidavits, etc.

RECEIVED

By Committee of Adjustment at 5:57 pm, Nov 27, 2023

Goodmans^{LLP}

Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.597.5168
jhoffman@goodmans.ca

November 27, 2023

Our File No.: 232925

Delivered Via Email (coa.tey@toronto.ca)

Committee of Adjustment
Toronto and East York Panel
100 Queen Street West
Toronto, ON M5H 2N2

Attention: Gol Shirzad Margavi (gol.shirzadmargavi@toronto.ca)

Dear Sirs/Mesdames:

**Re: 33-35 Hawarden Crescent, City of Toronto
City File Nos. B0049/23 TEY, B0050/23 TEY, A0766/23 TEY, A0767/23 TEY,
A0768/23 TEY, A0769/23 TEY, A0770/23 TEY, A0774/23 TEY, A0776/23 TEY
Letter of Objection**

We are solicitors for Samantha and Jeffrey Gottesman, who are the owner and residents of the property known municipally in the City of Toronto as 37 Hawarden Crescent (the “**Adjacent Lands**”). We are writing on behalf of our client to express significant concerns with the applications filed with the Committee of Adjustment in respect of the two properties known municipally in the City of Toronto as 33-35 Hawarden Crescent (the “**Application Lands**”). We acknowledge that this written submission is being provided after the suggested deadline in the Notice, but the lack of consultation by the applicant has made it difficult to prepare a meaningful response in the time frame provided.

General Concerns

It appears that the applicant has filed nine (9) applications with the Committee of Adjustment to permit the severance of the Application Lands from two properties into seven lots and to permit the construction of seven new dwellings, including the replacement of the existing detached dwellings on the Application Lands and the construction of five new townhouses fronting on Spadina Road and immediately adjacent to the rear yard of the Adjacent Lands (the “**Proposal**”). However, the limited supporting materials filed by the applicant make it difficult to review and assessment the Proposal when each application is listed separately on the City of Toronto web site.

These limited application materials acknowledge that the proposal represents a type of intensification not currently permitted by the Official Plan for the Application Lands. The short application letter acknowledges that an official plan amendment is required to permit



intensification of the Application Lands in accordance with the Proposal. However, any City-initiated official plan amendment remains speculative and instead the applicant elected to file a series of consent and variance applications.

Despite the applicant's acknowledgement that an official plan amendment is required, the applicant elected not to provide any meaningful studies in support of the Proposal, including no planning rationale, transportation study, functional servicing report, grading plan or stormwater management report. The lack of materials in support of the Proposal is especially concerning when no site plan application is required for the Proposal as a result of recent revisions to the *City of Toronto Act, 2006*.

The applicant has also engaged in limited consultation. There is reference to preliminary consultations with City planning staff, but the applicant has not meaningfully engaged with the community. Certainly, there has been no community meeting that might be expected with the type of intensification being proposed for the Application Lands and the significant resulting changes in terms of lot patterns, lot configuration, new residential building types, tree removal, extensive driveway curb cuts, and building relationships. City staff have also provide no meaningful planning analysis for the Committee of Adjustment to review.

Overall, the lack of justification, supporting materials and community consultation should give the Committee pause when considering an extensive change to the character of the neighbourhood through this more limited planning process. At a minimum, **a deferral would seem warranted** to allow the applicant to provide appropriate materials in support of the Proposal and to consult with the community.

Failure to Maintain General Intent and Purpose of the Official Plan

As noted above, the short application letter acknowledges that the City of Toronto is considering an official plan amendment that would permit intensification on lands designated as *Neighbourhoods* that are along a Major Street identified on Map 3 of the City of Toronto Official Plan. However, this is a potential official plan amendment and of no relevance to the Proposal when considering the official plan test under subsection 45(1) of the *Planning Act*. The Proposal must maintain the general intent and purpose of the Official Plan, not a potential official plan amendment. Indeed, the in-force Official Plan currently discourages intensification proposals on lands on Major Streets.

It is clear that the Proposal does not maintain the general intent and purpose of the Official Plan for a number of reasons:

1. The Proposal would not result in lots that respect and reinforce the existing size and configuration of lots in the neighbourhood. Not only are the proposed lots significantly smaller but also the Proposal fundamentally alters the lot configuration by converting the



flanking Application Lands into five new lots that front on Spadina Avenue with rear yards facing the Adjacent Lands.

2. The Proposal results in a building type that is not prevalent in the neighbourhood and certainly not part of the prevailing building type.
3. The Proposal results in a built form and massing that is not part of the prevailing character of the neighbourhood. Blocks of townhouses not the prevailing built form and/or massing in the broader context and non-existent in the immediate context.
4. The Proposal interrupts a consistent pattern of rear yards and open space running parallel to Hawarden Crescent out to Spadina Road. The introduction of massing in this area will terminate this pattern of open space and, as noted below, cause significant negative planning impacts on the Adjacent Lands.

The Proposal also fails to acknowledge the difference between a lot that fronts on a Major Street as opposed to a lot that flanks a Major Street. Policy 4.1.5 recognizes this difference by proving policy language to guide potential development on lots fronting on a Major Street, but this policy guidance would not apply to the Application Lands.

Failure to Maintain General Intent and Purpose of Zoning By-law

The Proposal does not maintain the general intent and purpose of the zoning by-law for a number of reasons, including many of the reasons noted above regarding the Official Plan. However, as the Proposal relates to certain zoning standards:

1. The Proposal would result in the introduction of lots that are substantially smaller than the zoning minimum and not in keeping with the character of the neighbourhood. The intent of the zoning by-law is to require lots of a minimum frontage and area in keeping with the existing character of the neighbourhood. Variances to these minimum standards can certainly be considered and authorized by the Committee of Adjustment, but not when the variances would result in substantially smaller lots and especially not when the applicant has failed to provide any form of lot study in support of the proposed smaller lots.
2. The Committee of Adjustment should not introduce townhouses through a variance process. Again, “use” variances can be considered by the Committee of Adjustment, but the general intent and purpose of the zoning by-law in this neighbourhood is not to permit townhouses. As noted above, an official plan amendment would be required to permit the Proposal, which means that even a rezoning application to permit townhouses would lack conformity with the Official Plan.



Proposal Not Desirable for the Appropriate Development or Use of the Land

One test for whether the Proposal is desirable for the appropriate development or use of the Application lands is whether it would result in development that is compatible with the neighbourhood and adjacent properties. Clearly, the Proposal does not meet this test. As noted above, the Proposal would introduce significant massing, in the form of five townhouses, immediately adjacent to the rear yard on the Adjacent Lands. This would not result in a compatible relationship between the Application Lands, as modified by the Proposal, and the Adjacent Lands.

Variations are not Minor

The Proposal will have significant and direct impacts on the Adjacent Lands. Our client's rear yard is currently adjacent to other rear yards with a clear and unobstructed pattern of rear yards out to Spadina Road. The Proposal would disrupt this pattern by truncating the rear yards that currently exist to the east and inserting five (5) new three-storey townhouses flanking a significant portion of our client's rear yard. This will result in extensive negative planning impacts, including shadows, views, and overlook/privacy. The Adjacent Lands will now be effectively boxed in on the east side.

These significant impacts will be exacerbated by the loss of trees resulting from the Proposal. The arborist report submitted by the applicant indicates the destruction of forty (40) trees on the Applications Lands to permit the Proposal, including large Norway Maples, Siberian Elms and White Spruces, with only thirty (30) replacement trees proposed. This represents a significant loss to the existing tree canopy.

Further, many of these are on located on the existing property boundary, which is reflective of the existing lot fabric of the neighbourhood. A more typical proposal for lands designated as *Neighbourhoods* would not require removal of trees along an existing property boundary, especially as deep into the site as required for the Proposal. Not only does this represent a significant planning impact but also it is indicative of the Proposal's lack of fit with the neighbourhood.

Consent Criteria

The Proposal is not supported by any analysis of the criteria in subsection 51(24) of the *Planning Act*. This should be extremely concerning to the Committee of Adjustment. Numerous of the criteria are clearly not satisfied. In particular:

- (b) – The Proposal is not in the public interest given the extensive negative impacts on the Adjacent Lands, the neighbourhood, and the streetscape along Spadina Road. The Proposal is also premature pending the outcome of the EHON Initiative raised by the applicant and discussed below.



- (c) – The Proposal does not conform with the City of Toronto Official Plan. This is acknowledged by the applicant when it confirms that an official plan amendment is required to permit the Proposal.
- (d) – The extensive tree removal required, significant number of curb cuts introduced along Spadina Road, and change in the lotting pattern indicate that the Proposal is not suitable for the Application Lands.
- (f) – The Proposal results in lots dimensions and configuration that are inconsistent with the physical pattern of development in the area.

Reliance on EHON Initiative

The Proposal seems to rely extensively, if not exclusively, on the City Expanding Housing Options in Neighbourhoods initiative. In particular, the short application letter notes a City study reviewing the potential for residential intensification on lands designated as *Neighbourhoods* along a Major Street on Map 3 of the Official Plan. (We note that the City initiative is still proceeding and has not considered the different nature of Major Streets in the City of Toronto. In particular, we submit that Spadina Road clearly has a different character than many other Major Streets running through lands designated as *Neighbourhoods*.)

The concern with relying on this initiative is that any potential official plan amendment remains speculative given that the City is still exploring opportunities. As noted in the application letter, there is the potential for a forthcoming official plan amendment but it remains unclear exactly when this official plan amendment will be presented to City Council and/or the outcome of any Ontario Land Tribunal hearing should appeals be filed. With respect, the Committee of Adjustment cannot rely on a potential policy document that is not approved, let alone adopted or even released for public consultation.

Further, and as acknowledged in the application, this means that the Proposal currently requires an official plan amendment to proceed. This means that a rezoning application to permit the Proposal would not conform with the City of Toronto Official Plan, pursuant to subsection 24(1) of the *Planning Act*, and yet the applicant is proceeding by way of consent and variance applications. If an official plan amendment is required to permit the Proposal, then it cannot be said that the Proposal maintains the general intent and purpose of the Official Plan pursuant to subsection 45(1) of the *Planning Act* or conforms with the Official Plan pursuant to subsection 51(24)(c) of the *Planning Act*.

Conclusion

For all of these reasons, the Committee of Adjustment should either defer this matter to enable meaningful consultation or simply refuse the Proposal.

Goodmans^{LLP}

We will be in attendance at the public hearing to expand on these written submissions. We would also appreciate receiving written notice of any Committee of Adjustment decision regarding these matters.

Yours truly,


Goodmans LLP

A handwritten signature in blue ink, appearing to read 'Joseph Hoffman', is positioned above the printed name.

Joseph Hoffman
JHH/rr

1408-4518-0424

This is Exhibit " E " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:


A Commissioner for the taking of affidavits, etc.
3521F38D627E482



Tyrone Grey <t.grey@tokalondesigngroup.com>

Letter from DC to COA re Deferral Request,, 33-35 Hawarden, 2023 11 28

Andrew Dales <andrew@dalesconsulting.ca>

Tue, Nov 28, 2023 at 9:55 AM

To: "Angela K. Pollard (akpollard@pollardandassoc.ca)" <akpollard@pollardandassoc.ca>

Cc: "Tyrone Grey (t.grey@tokalondesigngroup.com)" <t.grey@tokalondesigngroup.com>

Hi Angela,

Attached is a copy of the deferral request.

I will submit it in the next hour or so.

Also, please see the attached letter from Joe Hoffman at Goodmans, who is representing the owners of 37 Hawarden.

I disagree with several of the points in his letter.

Thanks.

Andrew Dales, MCIP RPP

Office 416.588.4496 | Mobile 416.659.4496 | andrew@dalesconsulting.ca



147 Liberty Street, Suite 216 | Toronto | Ontario | M6K 3G3 | Canada

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2 attachments



Letter from DC to COA re Deferral Request,, 33-35 Hawarden, 2023 11 28.docx
311K



Letter of Objection, 33-35 Hawarden Crescent, 2023 11 27 - 37 Hawarden.pdf
161K



Tyrone Grey <t.grey@tokalondesigngroup.com>

Re: Letter from DC to COA re Deferral Request,, 33-35 Hawarden, 2023 11 28

Angela Pollard <akpollard@pollardandassoc.ca>

Tue, Nov 28, 2023 at 10:23 AM

To: Andrew Dales <andrew@dalesconsulting.ca>

Cc: "Tyrone Grey (t.grey@tokalondesigngroup.com)" <t.grey@tokalondesigngroup.com>

Andrew, please advise me when the deferral request has been filed. Also please send your account for the work done as per our agreement. Angela

Angela K. Pollard, CMA, CPA, FCIRP, CFE, ICD.D, LIT
Pollard & Associates Inc.
31 Wright Street
Richmond Hill, Ontario, L4C 4A2
905-884-8191

From: Andrew Dales <andrew@dalesconsulting.ca>

Sent: Tuesday, November 28, 2023 9:55 AM

To: Angela Pollard <akpollard@pollardandassoc.ca>

Cc: Tyrone Grey (t.grey@tokalondesigngroup.com) <t.grey@tokalondesigngroup.com>

Subject: Letter from DC to COA re Deferral Request,, 33-35 Hawarden, 2023 11 28

Hi Angela,

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I will submit it in the next hour or so.

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I disagree with several of the points in his letter.

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Andrew Dales, MCIP RPP

Office 416.588.4496 | Mobile 416.659.4496 | andrew@dalesconsulting.ca



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Tyrone Grey <t.grey@tokalondesigngroup.com>

RE: Request for Deferral, 33-35 Hawarden Crescent

Andrew Dales <andrew@dalesconsulting.ca>

Tue, Nov 28, 2023 at 2:16 PM

To: "Angela K. Pollard (akpollard@pollardandassoc.ca)" <akpollard@pollardandassoc.ca>

Cc: "Tyrone Grey (t.grey@tokalondesigngroup.com)" <t.grey@tokalondesigngroup.com>

Hi Angela,

I'm writing to confirm that this afternoon, the deferral request letter was posted by COA staff to the City's Application Information Centre.

Andrew Dales, MCIP RPP

Office 416.588.4496 | Mobile 416.659.4496 | andrew@dalesconsulting.ca



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From: Andrew Dales

Sent: Tuesday, November 28, 2023 11:17 AM

To: Gol Shirzad Margavi <Gol.ShirzadMargavi@toronto.ca>; Sabrina Salatino <Sabrina.Salatino@toronto.ca>

Cc: Angela K. Pollard (akpollard@pollardandassoc.ca) <akpollard@pollardandassoc.ca>; Tyrone Grey (t.grey@tokalondesigngroup.com) <t.grey@tokalondesigngroup.com>

Subject: Request for Deferral, 33-35 Hawarden Crescent

Hi Gol and Sabrina,

Please see the attached letter requesting a deferral of the following applications schedule to be heard by the Committee tomorrow, November 29, 2023:

| | | | |
|-------------|--------------------------------------|------------------|-------------|
| B0049/23TEY | 33 Hawarden Crescent | Consent to Sever | |
| B0050/22TEY | 35 Hawarden Cresent | Consent to Sever | |
| A0766/23TEY | 35 Hawarden | Minor Variance | Part 1 |
| A0767/23TEY | 33 Hawarden | Minor Variance | Part 2 |
| A0768/23TEY | 33-35 Hawarden | Minor Variance | Parts 3/13 |
| A0769/23TEY | 33-35 Hawarden | Minor Variance | Parts 4/12 |
| A0770/23TEY | 33-35 Hawarden | Minor Variance | Parts 5/11 |
| A0774/23TEY | 33-35 Hawarden | Minor Variance | Parts 6/10 |
| A0776/23TEY | 33-35 Hawarden | Minor Variance | Parts 7/8/9 |

We will attend the hearing on November 29, to voice our request for a deferral.

Thanks very much.

Andrew Dales, MCIP RPP

Office 416.588.4496 | Mobile 416.659.4496 | andrew@dalesconsulting.ca



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Tyrone Grey <t.grey@tokalondesigngroup.com>

RE: Request for Deferral, 33-35 Hawarden Crescent

coa.tey <coa.tey@toronto.ca>

Tue, Nov 28, 2023 at 11:27 AM

To: "andrew@dalesconsulting.ca" <andrew@dalesconsulting.ca>

Cc: Sabrina Salatino <Sabrina.Salatino@toronto.ca>, Gol Shirzad Margavi <Gol.ShirzadMargavi@toronto.ca>, "Angela K. Pollard (akpollard@pollardandassoc.ca)" <akpollard@pollardandassoc.ca>, "Tyrone Grey (t.grey@tokalondesigngroup.com)" <t.grey@tokalondesigngroup.com>

Hello,

Thank you for your submission. It has been added to the supplemental package and will be provided to the members.

All the best,

Billy Seguire (he/him)

Support Assistant B

Committee of Adjustment Toronto and East York

City of Toronto

416-392-7740



From: Andrew Dales <andrew@dalesconsulting.ca>

Sent: November 28, 2023 11:17 AM

To: Gol Shirzad Margavi <Gol.ShirzadMargavi@toronto.ca>; Sabrina Salatino <Sabrina.Salatino@toronto.ca>

Cc: Angela K. Pollard (akpollard@pollardandassoc.ca) <akpollard@pollardandassoc.ca>; Tyrone Grey (t.grey@tokalondesigngroup.com) <t.grey@tokalondesigngroup.com>

Subject: [External Sender] Request for Deferral, 33-35 Hawarden Crescent

Hi Gol and Sabrina,

Please see the attached letter requesting a deferral of the following applications schedule to be heard by the Committee tomorrow, November 29, 2023:

| | | | |
|-------------|--------------------------------------|------------------|--|
| B0049/23TEY | 33 Hawarden Crescent | Consent to Sever | |
| B0050/22TEY | 35 Hawarden Cresent | Consent to Sever | |

| | | | |
|-------------|----------------|----------------|-------------|
| A0766/23TEY | 35 Hawarden | Minor Variance | Part 1 |
| A0767/23TEY | 33 Hawarden | Minor Variance | Part 2 |
| A0768/23TEY | 33-35 Hawarden | Minor Variance | Parts 3/13 |
| A0769/23TEY | 33-35 Hawarden | Minor Variance | Parts 4/12 |
| A0770/23TEY | 33-35 Hawarden | Minor Variance | Parts 5/11 |
| A0774/23TEY | 33-35 Hawarden | Minor Variance | Parts 6/10 |
| A0776/23TEY | 33-35 Hawarden | Minor Variance | Parts 7/8/9 |

We will attend the hearing on November 29, to voice our request for a deferral.

Thanks very much.

Andrew Dales, MCIP RPP


Office 416.588.4496 | Mobile 416.659.4496 | andrew@dalesconsulting.ca



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This is Exhibit " F " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:


A Commissioner for the taking of affidavits, etc.



Tokalon Design Inc.
 75 Queens Wharf Road
 Unit 312
 Toronto, Ontario M5V 0J8

Invoice Number 6676-RET
 Date 02/21/2024
 Project No. 23096
 Project Name 33 to 35 Hawarden Crescent

ATTN: Accounts Payable

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Current Billed |
|--------------|-----------------|------------------|--------------|-----------------|-----------------|
| Retainer Fee | 3,000.00 | 100 % | 0.00 | 3,000.00 | 3,000.00 |
| Total | 3,000.00 | 100 % | 0.00 | 3,000.00 | 3,000.00 |

Invoice Total **3,000.00**

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-----------------|-----------------|-------------|-------------|-------------|-------------|
| 6676-RET | 02/21/2024 | 3,000.00 | 3,000.00 | | | | |
| | Total | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |



Tyrone Grey <t.grey@tokalondesigngroup.com>

Re: 33-35 Hawarden - New Development

Tyrone Grey <t.grey@tokalondesigngroup.com>

Mon, Jan 29, 2024 at 12:14 PM

To: Robert Filipuzzi <rfilepuzzi@fabianpapa.com>

Cc: Ymmar Brown <y.brown@tokalondesigngroup.com>, Kevin Anthonipillai <k.anthonipillai@tokalondesigngroup.com>, Angela Bodrozic-Selak <amokin@fabianpapa.com>

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Robert Filipuzzi, P.Eng.

PEO Designated Consulting Engineer | Partner

T: +1 905 264 2420 Ext. 440 | C: 416-895-3382 | E: rfilepuzzi@fabianpapa.com





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Re: 33-35 Hawarden - New Development

Tyrone Grey <t.grey@tokalondesigngroup.com>

Tue, Feb 20, 2024 at 3:25 PM

To: Robert Filipuzzi <rflipuzzi@fabianpapa.com>

Cc: Ymmar Brown <y.brown@tokalondesigngroup.com>, Kevin Anthonipillai <k.anthonipillai@tokalondesigngroup.com>, Angela Bodrozic-Selak <amokin@fabianpapa.com>

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Action Items:

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In the meantime, we would also need CAD copies of your latest site plan and building floor plans/sections and the topographic survey.

Finally, have you ordered DMOG mapping from the City? If not, we can do it and carry it as a disbursement. Please advise.

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As promised, find the most current drawings attached for your reference.

Please provide a proposal for investigating how the storm drain and potential sanitary lines impact our development. Keep in mind we want to approach this in two steps, step 1 is acquiring a consent to sever and step 2 is site servicing / construction.

If you have any questions feel free to contact us to discuss further.

Best,

 [230512 - 33-35 Hawarden - Part 6 - ZAP.pdf](#)

 [230512 - 33-35 Hawarden - Part 7 - ZAP.pdf](#)

 [230512 - 33-35 Hawarden - Part 2 - ZAP.pdf](#)

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TYRONE GREY | ARCHITECTURAL DESIGNER

TOKALON DESIGN GROUP

w:647.401.5303 m:647.668.9223

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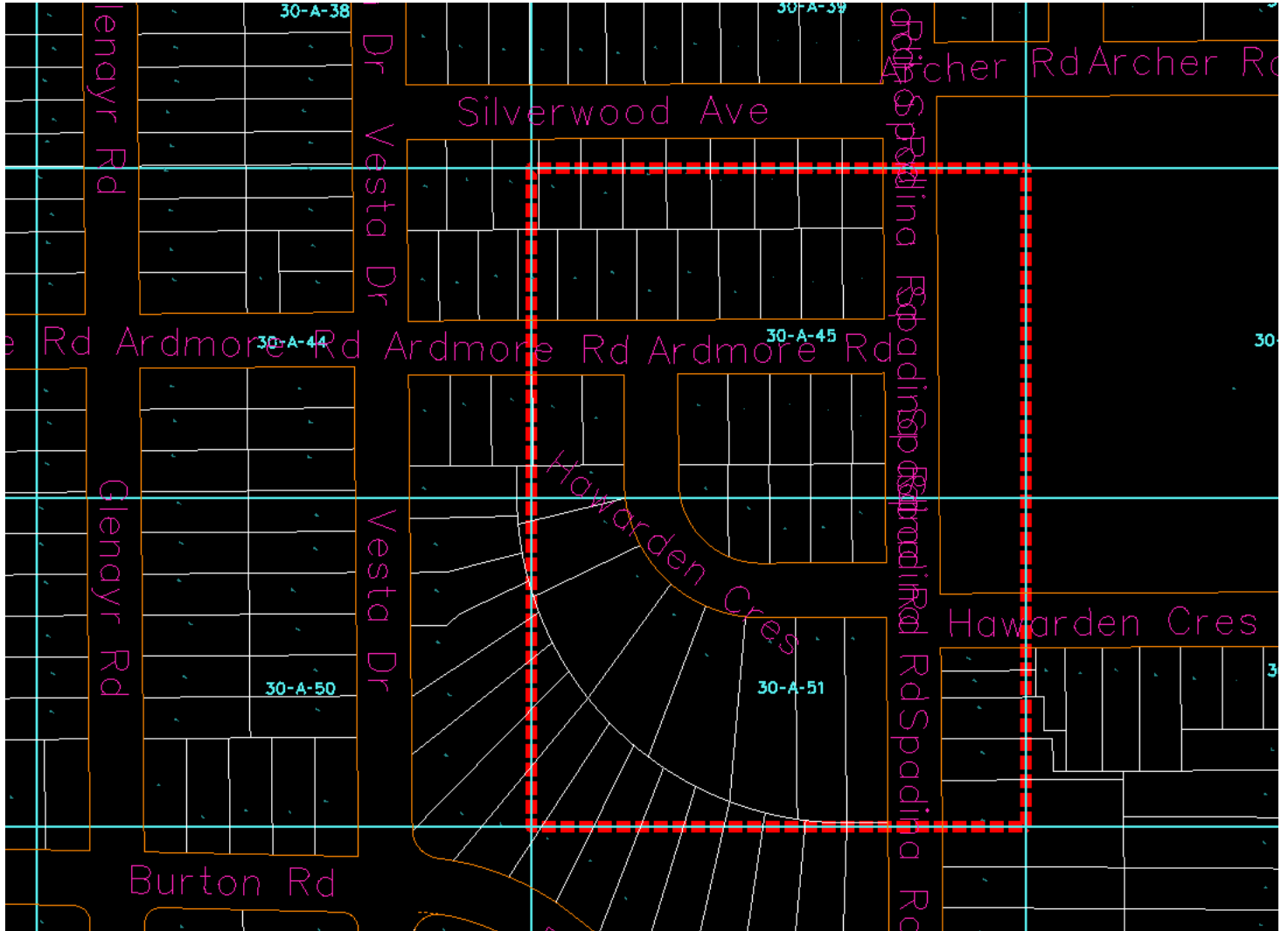
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Hi Tyrone,

The City has provided the map below for the base drawings. We will need at least 2 tiles which is about \$1000+hst. That should be sufficient for us but we may need another one after that ...

I trust I can proceed with the order. Please confirm.



Regards,

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File: **23096**

26 May 2023

By E-Mail (t.grey@tokalondesigngroup.com)

Tokalon Design Group
33-35 Hawarden Crescent
Toronto, Ontario
M5P 1M8

Attention: **Tyrone Grey**
Architectural Designer

Dear Sir:

Re: **Proposal for Professional Consulting Engineering Services
Residential Development at 33-35 Hawarden Crescent
City of Toronto**

We are pleased to submit the attached Agreement for professional consulting engineering services in relation to the above captioned project, for your review and execution.

Please sign where indicated and return to our office via mail or e-mail, along with the retainer fee.

Thank you for the opportunity to be of service to your organization.

Yours very truly,

fabian papa & partners
A Division of FP&P HydraTek Inc.

A handwritten signature in blue ink, appearing to read 'RF' with a large flourish.

Robert Filipuzzi, P.Eng.
PEO Designated Consulting Engineer

Tel: +1.905.264.2420 x440
E-Mail: rfilipuzzi@fabianpapa.com

Attachment: **Agreement**

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3901 Highway 7, Suite 500 | Vaughan, Ontario | L4L 8L5 Canada | t: 905-264-2420 | www.fabianpapa.com

Agreement for Professional Consulting Engineering Services

Residential Development at 33-35 Hawarden Crescent
City of Toronto

Background

Tokalon Design Group (the "Client") intends to re-develop the properties municipally known as 33 and 35 Hawarden Crescent, in the City of Toronto, into two detached homes and a townhouse block with 5 units. The development requires as part of its severance and detailed design processes a Functional Servicing Report dealing with water supply, sanitary sewerage and storm drainage, as well as a Stormwater Management Report and Site Servicing and Grading Plan(s), hereinafter called the "Project" and has requested Fabian Papa & Partners, A Division of FP&P HydraTek Inc. (the "Consultant") to furnish professional services in connection therewith.

Scope of Work (the "Services")

Fabian Papa & Partners shall perform the following services in connection with the project:

Preliminary Investigation:

- Background review and data collection.
- Liaison with the Client, the Architect, the City of Toronto, the Toronto and Region Conservation Authority (TRCA), and other members of project team, as required.
- Review of existing infrastructure relating to water, storm, and sanitary sewer infrastructure.
- Review of private side site servicing and plumbing plans (to be provided by the Owner, if available), and/or review an On-Site Locates Plan (to be completed by others) in order to confirm the existing infrastructure layout/arrangement within the private portion of the property.
- High level review of the existing storm sewer (and possibly a sanitary/combined sewer) located in the rear yard of the property to determine impact to the proposed development concepts. Liaison with the Client and City to develop options to address any identified conflicts.

Detailed Design:

- ~~Liaison with the Client, the Architect, the City of Toronto, the Toronto and Region Conservation Authority (TRCA), and other members of project team, as required.~~
- ~~Review of the topographical survey (to be performed by others) for the property area and to assess the current grading/drainage situation.~~
- ~~Review of Geotechnical Report and Hydrogeological Assessment (to be performed by others) which shall identify soil type, infiltration characteristics, structural pavement recommendations, and groundwater conditions.~~
- ~~Coordination of Hydrant Flow Test and review of test results with respect to adequacy of water supply for domestic demand and fire protection (if required).~~
- ~~Preparation of stormwater management calculations and design strategy.~~
- Preparation of detailed Civil Engineering Plans (i.e., Site Servicing Plan, Site Grading Plan, Erosion & Sediment Control Plan, etc.) as required for the development application process(es).
- ~~Prepare single report covering Functional Servicing and Stormwater Management as required.~~
- ~~Attend Team Coordination Meetings as necessary (Max. 4 meetings).~~

Downstream Analysis:

- Complete a downstream sanitary/combined sewer capacity analysis, including hydraulic grade line (HGL) analysis, as required. Findings to be incorporated into the Functional Servicing & Stormwater Management Report in support of the development application process(es).

Hydrant Flow Test(s):

- ~~Coordinate and perform 2 Hydrant Flow Tests and report on test results with respect to adequacy of water supply for domestic demand and fire protection in support of the application process.~~

Construction Tendering and Documentation:

- ~~Preparation of "Issued for Tender" and "Issued for Construction" plans for civil portion of work.~~
- ~~Review shop drawings provided by the contractor for civil related appurtenances.~~
- ~~Preparation of preliminary cost estimate for civil portion of work (if necessary).~~
- ~~Preparation of Permit Application forms for civil portion of work (if necessary).~~

Construction Administration:

- Site inspections during construction as required for civil portion of work. (Max. 10 site visits).
- Attendance at site construction meetings as required for civil portion of work. (Max. 3 meetings).
- Preparation of an "As-Built" Drawing for civil portion of work (if necessary).
- Final certification letter for the civil work completed.

The following services are not included:

- Attendance of meetings with the City of Toronto, and/or additional Team design/coordination meetings, if necessary, will be billed on a time spent basis over and above any noted fee range.
- Review and/or design of utilities such as gas, hydro, cable, telephone, etc.
- Design for extension and/or upgrades of services (i.e. storm, sanitary or water) to the subject site if there is insufficient infrastructure immediately adjacent to the frontage of the subject site.
- Design for relocation of the existing storm/sanitary sewers located in the rear yards of the subject property.
- If a Re-Zoning Application needs to be submitted, then a separate fee structure will be applied to this project.
- Any sub-consultant fees (i.e., surveyor, geotechnical, locates, CCTV, etc.).
- Coordination, submission, and processing of all applications (Re-zoning, Site Plan, and/or Building Permit), including any associated fees.
- Flood Plain Analyses, or any other additional studies, required by the TRCA for any development held within their regulated limits, if necessary.
- Dealings with Ministry of Environment, Conservation and Parks (MECP) for sewer connection applications, if necessary.
- Preparation of a Composite Utility Plan and/or Public Utilities Plan or coordinating SUE investigations.

Agreement for Professional Consulting Engineering Services

Residential Development at 33-35 Hawarden Crescent
 City of Toronto

In order to commence our work we require the following: digital files of the site plan and architectural plans; digital files of the legal and topographic survey of the site with sufficient coverage onto adjacent properties; all available background documentation, and a geotechnical and hydrogeological study identifying soil types, infiltration characteristics, pipe bedding requirements and groundwater conditions.

Cont'd

Fees

We propose to provide the above noted services on a Time Spent Basis per the following fee structure:

- Preliminary Investigation:** We anticipate that the fees for this portion of the project would fall in the range of **\$5,000 – \$7,500**, excluding disbursements and applicable taxes.
- Detailed Design:** We anticipate that the fees for this portion of the project would fall in the range of **\$20,000 – \$25,000**, excluding disbursements and applicable taxes. (This fee is based on the first submission package to the reviewing agencies).
- Downstream Sanitary Sewer Hydraulic Grade Line (HGL) Analysis:** We anticipate that the fees for this portion of the project would fall in the range of **\$14,500 – \$16,500**, excluding disbursements and applicable taxes. (This fee range is based on a reasonable study area and that the model is available from the City. If a steady-state, spreadsheet-based hydraulic analysis is required, or if the assessment encompasses a larger study area, then the fee range for this portion of the assessment will increase. Furthermore, this fee is based on the first submission package to the reviewing agencies).
- Hydrant Flow Test(s):** The fee for 2 tests is **\$3,400** plus applicable taxes.
- Revisions based on Agency Review Comments:** Although it is extremely difficult at this stage to estimate the efforts required, we anticipate (based on past project experience) that the fees for two (2) City re-submission rounds per each above application phase will be per the below noted Time Spent Basis fee range, excluding disbursements and applicable taxes. It is important to note that this range can deviate (lower or higher) and is completely dependent upon forces outside of our control (i.e., site complexities, design changes, agency negotiations, etc.). We can keep the Client apprised of anticipated fees once agency review comments are received:

SPA: Estimated fee range of **\$11,500 – \$14,500**
Sewer HGL Analysis: Estimated fee range of **\$5,000 – \$7,000**
- Construction Documentation:** We anticipate that the fees for this portion of the project would fall in the range of **\$7,000 – \$8,500**, excluding disbursements and applicable taxes.
- Construction Administration:** We anticipate that the fees for this portion of the project would fall in the range of **\$13,000 – \$14,500**, excluding disbursements and applicable taxes.

The Civil Consulting fees noted above are based on the first submission package to the reviewing agencies. Any further work or revisions based on agency review comments and/or design changes will be billed on a Time Spent Basis over and above the noted fee ranges according to the hourly rates noted below. All fees and disbursements will be subject to applicable taxes.

Hourly Rates as of 01 January 2023:

- Fabian Papa, P.Eng. \$300/h
- Paolo Albanese, P.Eng. \$250/h
- Robert Filipuzzi, P.Eng. \$250/h
- Civil Engineer \$200/h
- Technical Support Staff \$100-180/h

Per corporate policy for new projects, prior to the commencement of any work we require a **retainer of \$7,500 + HST** which will be carried for the duration of the project and applied against the final invoice(s) with any surplus refunded, as the case may be.

In witness thereof, the parties hereto have caused to be executed those present by their officers properly authorized in that behalf on the day and year below written.

SIGNED, SEALED AND DELIVERED

CONSULTANT



 Robert Filipuzzi, P.Eng.

26 May 2023

 Date

CLIENT



 Tokalon Design Group
 A.S.O.

 Date

Attachment: Terms of Engagement



Terms of Engagement

General

The Consultant shall render the Services, as specified in the attached Scope of Work, to the Client for this Project in accordance with the following terms of engagement. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or part of the Services.

Compensation

The Consultant shall submit an invoice to the Client for work performed in the immediately preceding month. Payment is due and payable, without holdback, no later than thirty (30) days after the Client has received the Consultant's invoice.

Overdue accounts are subject to carrying charges at an annual rate of 12.0%, which will be paid on the total outstanding unpaid balance commencing thirty (30) days after the Client has received the Consultant's invoice.

In the event of non-payment by the Client for sixty (60) days after the Client has received the invoice, the Consultant may, at its discretion, notify the Client in writing of its intent to stop work on the Project. If, within seven (7) calendar days of receipt of such notice, such non-payment has not been corrected or the Consultant and Client have not agreed in writing on the terms of payment of the outstanding invoice, the Consultant may stop work on the Project. In that event, the Client shall not have any claim whatsoever against the Consultant for any loss, cost, damage or expense incurred or anticipated to be incurred by the Client as a result. The failure of the Consultant at any time to require payment by the owner shall in no way affect the Consultant's right thereafter to enforce such payment, nor shall any such waiver be taken or held to be a waiver of same or any other payment hereunder at any later time.

Representatives

Each party shall designate a representative who is authorized to act on behalf of that party and receives notices under this Agreement.

Environmental

The Consultant's field services and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

Professional Responsibility

In performing the Services, The Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

Ownership of Documents

The copyright in all drawings, reports, specifications, bills of quantities, calculations and other documents prepared or provided by the Consultant in connection with the Project belong to the Consultant, but the Client shall have a non-exclusive royalty-free license to use such drawings and other documents for the purpose of constructing the Project. The Client shall not use the documents other than for the purpose of constructing the Project without the Consultant's prior written approval and upon such terms as may be agreed between the Client and the Consultant.

At any time, the Consultant reserves the right to revoke any license or rights to the documents if the Client is in breach of this engagement, including failure to pay any outstanding invoices. This includes withdrawal of documents from regulatory and/or approval agencies.

The Consultant may with the consent of the Client, which consent shall not be unreasonably withheld, publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Project.

Termination and Suspension

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. By notice in writing to the Consultant, the Client may at any time suspend the Services or any portion thereof at any stage of the undertaking. On termination or suspension under this paragraph, the Client shall forthwith pay to the Consultant its fees for the Services performed, including all disbursements and other charges incurred by the Consultant for this Project. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the Consultant's services.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination

by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its fees for the Services performed to the date of termination, including all disbursements and other charges incurred by the Consultant for this Project.

If the Client changes significantly the requirement for the Consultant's services, and subsequent negotiations fail to resolve the matter, the Consultant may terminate this agreement by notice in writing to the Client.

Confidential Information

It is the responsibility of each party to identify to the other party all confidential information connected with this project.

Confidential information acquired in the course of this project shall not be used or divulged by either party, or their employees, consultants, subconsultants or agents, without the prior written approval of the other party, or as may be required by regulatory authorities having jurisdiction.

This requirement shall not prohibit the Consultant from acting to correct or report a situation that the Consultant may reasonably believe to endanger the safety or welfare of the public, provided the Consultant notifies the Client that the Consultant intends to provide such notice as soon as reasonably possible.

In the event that the Consultant becomes legally compelled to disclose confidential information, the Consultant shall forthwith notify the Client of this requirement. Such disclosure shall not result in any liability hereunder.

Limitation of Liability

The Consultant shall not be responsible for:

1. the failure of a Contractor, retained by the Client, to perform the work required for the Project in accordance with the applicable contract documents;
2. the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
3. any cross-contamination resulting from sub-surface investigations;
4. any damage to subsurface structures and utilities which were identified and located by the Client;
5. any Project decisions made by the Client, if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
6. any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
7. the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client.

The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available for the payment of such claims.

No claim may be brought against the Consultant in contract or tort more than two (2) years after the Services were completed or terminated under this engagement.

For the purposes of the limitation of liability provisions contained in the agreement of the parties herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf and as agent on behalf of its employees and principals.

In the case that the Client is not a corporation or other entity that may be bound by officers, directors, etc., the Client represents that they are the sole owners of the project and agrees to indemnify the Consultant if they are not.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

The Consultant and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.

Insurance

When requested, the Consultant shall supply to the Client a summary of insurance coverage currently being maintained by the Consultant, including but not exclusive to professional liability insurance, comprehensive general liability and automobile insurance. Such summary shall include the name of the insurance company, type of insurance and amount of such coverage.

If the Client requests that the amount of coverage of the Consultant's insurance be increased or special insurance be obtained for the Project, the Consultant shall cooperate with the Client to obtain such increased or special insurance coverage at the Client's expense.

It is understood and agreed that the coverage provided by either of the policies named in the aforementioned summary or specially required will not be changed or amended in any way nor cancelled by the Consultant until 60 days after written notice of such change or cancellation has been delivered to the Client.

Dispute Resolution

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration where the provisions of the Ontario Arbitration Act shall apply.

No person shall be appointed to act as an arbitrator who has an interest, financial or otherwise, in the conduct of the work on the Project, or the business or other affairs of either the Client or the Consultant.

Field Services

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of a Contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

Successors and Assigns

This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns, except as otherwise provided herein. Neither party may assign this agreement without the prior written consent of the other.

Changes, Alterations and Additional Services

After giving notice to the Consultant, the Client may, in writing, at any time after the execution of the agreement or the commencement of the Services, extend, increase, vary, delete or otherwise alter the Services or the insurance requirements forming the subject of this agreement. If such action by the Client necessitates additional staff, services, or costs, the Consultant shall be paid on a time basis in accordance with the Schedule of Standard Rates, including all disbursements and other charges incurred by the Consultant. Any reduction in the requirement for Services shall be the subject of negotiation. No such change shall require the execution of a formal amendment to this Agreement.

Records

To provide data for the calculation of fees on a time basis, the Consultant, the Consultant's employees and subconsultants shall keep a detailed record of the hours worked by their staff employed on the Project.

The Client may inspect these records during regular office hours, on receipt of reasonable notice respecting any item that the Client is required to pay on a time basis as a result of this Agreement.

When requested by the Client, the Consultant shall provide copies of receipts for any disbursements for which the Consultant claims payment under this Agreement.

Indemnification

Each party to this agreement shall indemnify and save harmless the other party from and against all claims, actions, losses, expenses, costs, or damages that the other party may suffer, sustain, or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, consultants, subconsultants or agents in the performance of this Agreement.

The Client further agrees to hold harmless, indemnify, and defend the Consultant and the Consultant's subconsultants from and against any and all claims, losses, damages, liability and costs of defense arising out of, or in any way connected with, the presence, discharge, release, or escape of contaminants of any kind.

Approval by Other Authorities

Unless otherwise provided in this agreement, or explicitly required by legislation, where the work of the Consultant is subject to the approval or review by an authority, government department, or agency other than the Client, preparation of applications for approval or review shall be the Consultant's responsibility, but shall be submitted through the Client's offices. Unless authorized by the Client in writing, such applications for approval or review shall not be obtained by the Consultant's direct contact with such other authority, government department, or agency.

Responsibilities of the Client


The Client shall:

1. Instruct the Consultant fully as to the Client's requirements and make available to the Consultant all relevant information the Consultant requires, including design objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. The Consultant shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the Client, or the Client's consultants, whether such consultants are engaged at the Consultant's request or not.
2. Engage others directly, where required by the Consultant, to perform specialized services (e.g., a legal survey of the project site, a geotechnical report, testing, etc.) necessary to enable the Consultant to fully carry out the Consultant's duties. The retention of such specialized services by the Client shall be subject to the joint approval of the Client and the Consultant.
3. Give the Consultant the authority to act as the Client's agent in all matters falling within the scope of the Consultant's services.
4. Review promptly all documentation submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services and of the project.
5. Obtain and pay for all required consents, approvals, licenses, and permits from authorities having jurisdiction.
6. Arrange and make provision for the Consultant's entry and access to public and private property and the project site in the performance of the duties.
7. Arrange and pay for tender advertising, and any legal, financial or insurance advice required for the project.
8. Designate in writing a representative to have authority to transmit instructions to, and receive information from, the Consultant, and advise the Consultant in advance if this representative is to be changed.
9. Notify the Consultant immediately, whenever the Client, or the Client's representative, becomes aware of a defect or deficiency in the work, or the contract documents.

Construction Phase Services

If the Consultant is not retained for construction phase services, the Consultant and the Client agree that the Client shall be solely responsible for interpreting the drawings and/or contract documents and observing the work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. In addition, if the Client authorizes deviations, recorded or unrecorded, from the drawings and/or documents prepared by the Consultant, the Client shall not bring any claim against the Consultant and shall indemnify and hold the Consultant, its agents and employees harmless from and against any claims, losses, damages and expenses, including but not limited to defence costs and the time of the Consultant to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

This is Exhibit " G " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:

3521F3BD627E462...

A Commissioner for the taking of affidavits, etc.



\$1

**35 HAWARDEN
CRES
Toronto, Ontario
M5P1M8**

MLS® Number:
C7346594

4 + 1 
Bedrooms

4 
Bathrooms

Listing Description

Fantastic Residential Development Opportunity In The Heart Of Forest Hill Community! 35 Hawarden Cres (59 x 245 Ft) Sold Together With 33 Hawarden Cres (51x250 Ft). Plans For 5 Townhomes and 2 Detached Homes Currently Under City Review. Prime Development Land (0.636 Acres) As City Of Toronto Implements Its Expanding Housing Options In Neighborhoods (EHON) Initiative.**** EXTRAS **** **33 Hawarden Crescent Inc and 35 Hawarden Crescent Inc (33691232)

Property Summary

| | | |
|------------------------------|----------------------|---------------------------|
| Property Type | Building Type | Storeys |
| Single Family | House | 2 |
| Community Name | Title | Land Size |
| Forest Hill South | Freehold | 59.09 x 245.55 FT |
| Annual Property Taxes | Parking Type | Time on REALTOR.ca |
| \$22,226.91 | Attached Garage | 94 days |

Building

Bedrooms

Above Grade
4

Below Grade
1

Bathrooms

Total
4

Interior Features

Basement Features

Walk out

Basement Type

N/A (Finished)

Building Features

Style

Detached

Heating & Cooling

Cooling

Central air conditioning

Heating Type

Forced air (Natural gas)

Exterior Features

Exterior Finish

Brick

Parking

Parking Type

Attached Garage

Total Parking Spaces

4

Rooms

| | | |
|--------------|-----------------|----------------------------|
| Main level | Dining room | Measurements not available |
| | Kitchen | Measurements not available |
| | Family room | Measurements not available |
| | Office | Measurements not available |
| Second level | Primary Bedroom | Measurements not available |
| | Bedroom 2 | Measurements not available |
| | Bedroom 3 | Measurements not available |
| | Bedroom 4 | Measurements not available |

Data provided by: [Toronto Regional Real Estate Board](#) 1400 Don Mills Road, Toronto, Ontario M3B 3N1

MARILENA DI MARCO

Salesperson

☎ 905-889-2200



HOMELIFE/BAYVIEW REALTY INC.

Brokerage

505 HWY 7 SUITE 201
THORNHILL, Ontario L3T7T1

☎ 905-889-2200

📅 905-889-3322

JOHN MANCUSO

Salesperson

☎ 905-889-2200



HOMELIFE/BAYVIEW REALTY INC.

Brokerage

505 HWY 7 SUITE 201
THORNHILL, Ontario L3T7T1

☎ 905-889-2200

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\$1

**33 HAWARDEN
CRES
Toronto, Ontario
M5P1M8**

MLS® Number:
C7346584

4  Bedrooms 3  Bathrooms

Listing Description

Fantastic Residential Development Opportunity In Heart Of Forest Hill Community! 33 Hawarden Cres (51x250 FT) Sold Together With 35 Hawarden Cres (59x245 FT). Plans for 5 Townhomes and 2 Detached Homes Currently Under City Review. Prime Development Land (0.,636 Acres) As City Of Toronto Implements Its Expanding Housing Options In Neighborhoods (EHON) Initiative**** EXTRAS **** **33 Hawarden Crescent Inc. and 35 Hawarden Crescent Inc. (33691221)

Property Summary

| | | |
|------------------------------|----------------------|---------------------------|
| Property Type | Building Type | Storeys |
| Single Family | House | 2 |
| Community Name | Title | Land Size |
| Forest Hill South | Freehold | 51.06 x 250.32 FT |
| Annual Property Taxes | Parking Type | Time on REALTOR.ca |
| \$14,671.35 | Attached Garage | 94 days |

Building

Bedrooms

**Above
Grade**

4

Bathrooms

Total

3

Interior Features

**Basement
Type**

N/A (Finished)

Building Features

Style

Detached

Heating & Cooling

Cooling

Central air
conditioning

Heating Type

Forced air
(Natural gas)

Exterior Features

**Exterior
Finish**

Brick

Neighbourhood Features

Amenities

Nearby

Park, Public
Transit

Parking

Parking Type **Total Parking**

Attached

Spaces

Garage

2

Rooms

| | | |
|--------------|-----------------|----------------------------|
| Main level | Dining room | Measurements not available |
| | Kitchen | Measurements not available |
| | Family room | Measurements not available |
| | Solarium | Measurements not available |
| Second level | Primary Bedroom | Measurements not available |
| | Bedroom 2 | Measurements not available |
| | Bedroom 3 | Measurements not available |
| | Bedroom 4 | Measurements not available |

Data provided by: [Toronto Regional Real Estate Board](#) 1400 Don Mills Road, Toronto, Ontario M3B 3N1

MARILENA DI MARCO

Salesperson

📞 905-889-2200



HOMELIFE/BAYVIEW REALTY INC.

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THORNHILL, Ontario L3T7T1

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JOHN MANCUSO

Salesperson

📞 905-889-2200



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This is Exhibit " H " to the Affidavit of Jason Allen John sworn March 11, 2024


DocuSigned by:


A Commissioner for the taking of affidavits, etc.

CONFIDENTIAL EXHIBIT H

**CONFIDENTIAL SCHEDULE H LOCATED IN THE
CONFIDENTIAL MOTION RECORD OF THE
COMPANIES TO BE SEALED BY COURT ORDER AT
THE MOTION RETURNABLE MARCH 15, 2024**

This is Exhibit " I " to the Affidavit of Jason Allen John sworn March 11, 2024

DocuSigned by:

3521F3BD627E462...

A Commissioner for the taking of affidavits, etc.

Barry M. Polisuk
Tel: (416) 496-3340 ext 131
E-mail: BP@friedmans.ca

Law Clerk: Kerri Laffey
Tel: (416) 496-3340 ext 157
Email KL@friedmans.ca

Delivered via email: zaheed@owslaw.ca

March 5, 2024

OWS Law
Barristers & Solicitors
5200 Yonge Street
North York, Ontario
M2N 5P6

Dear Sirs:

Re: KPMAN Enterprise Inc. and 2106192 Ontario Inc. (collectively the “**Lenders**”) mortgage loan to 33 Hawarden Crescent Inc. and 35 Hawarden Crescent Inc. (collectively the “**Borrowers**”) as guaranteed by Ymmar Brown, Jason Allen John and Tyrone Grey (collectively the “**Personal Guarantors**”) and all shareholders of the Borrower, secured as a first mortgage on 33 & 35 Hawarden Crescent, Toronto, Ontario (collectively the “**Properties**”)

We are the solicitors for the Lenders and understand that you represent the Borrowers. In order for us to proceed with the preparation of the required security, please provide us with the following as soon as possible.

1. A copy of the realty tax account on the Properties showing realty taxes as having been paid to the date of closing, or in the alternative, a direction authorizing our office to pay the outstanding realty taxes and bring same into good standing from the proceeds of the advance of the mortgage;
2. An insurance binder letter, satisfactory to the Lenders, that the Properties are insured by fire insurance with loss shown thereon payable to the Lenders as first payee. The said insurance binder letter shall state that the policy is a guaranteed replacement policy and shall confirm that there is no co-insurance clause in the said policy;
3. A copy of discharge statement for the existing 1st Mortgage showing the amount required to discharge the mortgage;

5. A copy of the discharge statement for the existing 2nd Mortgage showing the amount required to discharge the mortgage; and
6. A retainer payable to Friedmans LLP in the amount of \$10,000.00 plus HST – our trust particulars are attached;
7. Copies of two (2) pieces of current identification for the signing officer of the Borrower Corporations and each Personal Guarantor, one piece must be photo ID;

If you require any further information or have any questions relating to any of the above-captioned matters, please feel free to contact this office.

Yours very truly,

Friedmans LLP

Per: 
A94DB084CB954B1...
Barry M. Polisuk, Senior Counsel
BMP/kl

This is Exhibit " J " to the Affidavit of Jason Allen John sworn March 11, 2024

A Commissioner for the taking of affidavits, etc.



Jason Allen John <jasonallenjohn@gmail.com>

Current Mortgage..

Rupinder Bamra <rsbamra@hotmail.com>

Mon, Mar 11 at 3:45 PM

To: jasonallenjohn@gmail.com <jasonallenjohn@gmail.com>

Hello Jason,

I understand that you have arranged two mortgages to payout the current first mortgagee Vector Financial. I am ready and prepared to postponement my current 2nd mortgage interest in the property and go into third position behind new first mortgagee KPMAN Financing and new second mortgagee Doji Financing.

Warm Regards,

Rupinder Bamra

Cell: (416) 721-4334

VECTOR FINANCIAL SERVICES LIMITED

Applicant

33 HAWARDEN CRESCENT INC. ET AL.

Respondents

Court File No. CV-23-00704623-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JASON ALLEN JOHN

Obaidul Hoque

Barrister and Solicitor

5200 Yonge Street

Toronto, ON, M2N 5P6

Tel: 647-794-7079

Fax: 647-794-7039

Email: obaidul@owslaw.ca

LSO # 677910

Lawyer for the Respondents

VECTOR FINANCIAL SERVICES LIMITED

Applicant

33 HAWARDEN CRESCENT INC. ET AL.

Respondents

Court File No. CV-23-00704623-00CL

| | |
|--|---|
| | <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT TORONTO</p> |
| | <p style="text-align: center;">RESPONDING RECORD</p> |
| | <p>Obaidul Hoque Barrister and Solicitor 5200 Yonge Street Toronto, ON, M2N 5P6 Tel: 647-794-7079 Fax: 647-794-7039 Email: obaidul@owslaw.ca</p> <p>LSO # 677910</p> <p><i>Lawyer for the Respondents</i></p> |