REQUEST FOR PROPOSAL ("RFP") WITH RESPECT TO THE:

PURCHASE AND DEVELOPMENT OF MUNICIPALLY OWNED HIGHWAY COMMERCIAL LANDS ALONG HIGHWAY 17 EAST

1. INTRODUCTION

1.1 Purpose of RFP

1.1.1 The Corporation of the City of Kenora (the "City") seeks proposals from qualified and experienced proponents for the purchase, and development of municipally owned property located along Highway 17E, Kenora, ON, and legally described as:

Legal Description 1:
Parts 1, 2, 3, 4, 5 on PLAN 23R-15206; City of Kenora, District of Kenora

Legal Description 2:
PCL 5895 SEC DKF; LT 13 PL M63; LT 14 PL M63; LT 15 PL M63; LT 16 PL M63; LT 17 PL M63; LT 18 PL M63; LT 19 PL M63; LT 20 PL M63; LT 21 PL M63; LT 22 PL M63; LT 23 PL M63; LT 24 PL M63 EXCEPTING THEREOUT ALL MINES, MINERALS AND MINING RIGHTS, THE OWNERSHIP HAVING BEEN SEVERED UNDER TRANSFER LT1437; LTS 80-86 PL M63 INCLUSIVE; PT LTS 87 - 90 PL M63 INCLUSIVE DESIGNATED AS PT 9, PL 23RI4829; EXCEPTING THEREOUT ALL MINES, MINERALS AND MINING RIGHTS THE OWNERSHIP OF SUCH MINES, MINERALS AND MINING RIGHTS HAVING BEEN SEVERED FROM THE OWNERSHIP OF THE SURFACE UNDER TRANSFER 1437;CITY AV PL M63 DESIGNATED AS PT 11, PL 23RI4829; PCL 2771 SEC DKF SRO; LANE PL M63 LYING S OF LOTS 13 - 24 PL M63 & N OF LOTS 79 - 90 PL M63; PT BECK AV PL M63 DESIGNATED AS PT 1, PL 23RI4829; KENORA, KENORA, DISTRICT OF KENORA.

(the "Property").

1.1.2 The purpose of this Request for Proposals ("RFP") is to identify a qualified purchaser/developer ("Proponent") with the experience, financial capacity, and plan necessary to acquire and develop the Property in a manner that advances the City's 2021 Tourism and Economic Development Strategy which outlines a vision to grow Kenora as a regional service centre with a resilient local economy that is supported by a four-season tourism sector, high quality of life and a supportive local environment for businesses and entrepreneurs. Strategy goals drive focus to generating new development, business growth and economic diversity as well as marketing and enhancing Kenora's position as a four-season tourism destination.

1.2 Submission of RFP

1.2.1 Proponents shall submit their proposal in an envelope marked:

"**PURCHASE AND DEVELOPMENT OF MUNICIPALLY OWNED HIGHWAY COMMERCIAL LANDS ALONG HIGHWAY 17 EAST**"

on or before 11:00:00 a.m. CDT on November 26, 2026 (the "RFP Closing Time") to:

City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: Marley Seymour, Deputy City Clerk

1.2.2 Proposals will also be accepted by email. Emailed proposals shall be submitted to:

Marley Seymour
Deputy City Clerk
1 Main Street South
Kenora, Ontario
P9N 3X2
mseymour@kenora.ca

The City will confirm receipt and provide an email confirmation back to the sender. If any dispute arises, the time stamp on the email received by the City shall determine the submission time.

1.2.3 Faxed proposals will not be accepted.

1.2.4 Proposals will be opened following the RFP Closing Time. No proposal submitted after the RFP Closing Time will be accepted.

1.2.5 Each proponent may submit only one proposal. Collusion between proponents will be sufficient cause for the affected proposal or proposals to be rejected outright by the City without further consideration.

1.2.6 Any inquiries respecting this RFP shall be directed by email only to:

Melissa Shaw – Land Divestment and Acquisition Officer –mshaw@kenora.ca

1.2.7 Each proponent shall designate one contact person to whom any addenda, clarifications, or additional information may be communicated by the City.

1.2.8 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.9 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, the City may prepare and distribute a written response to all proponents who have requested a copy of this RFP and provided contact information to the City. Any such response may be issued in the form of an addendum to this RFP and shall be deemed to form part of this RFP.

1.2.10 No inquiry submitted to the City will be responded to after November 23, 2026 at 11:00:00 a.m. CDT

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices, schedules, and any addenda to this RFP are incorporated into and form part of this RFP. The information and data contained in the schedules, appendices, and addenda may form the basis for the City's negotiations and for entering into an agreement with a successful Proponent, if any.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a proposal, each proponent agrees:

a. to be responsible for conducting its own due diligence on the Property and on all information upon which its proposal is based;
b. that it is responsible for determining the investigations and information required to prepare its proposal and for identifying any further due diligence upon which its willingness to enter into a definitive transaction agreement depends;
c. that it is solely responsible for ensuring that it has all the information necessary to prepare its proposal;
d. that it is solely responsible for independently verifying and informing itself with respect to any term, condition, constraint, risk, approval, permit, environmental condition, cost, or other matter that may affect its proposal;
e. to hold harmless the City, its Mayor, Councillors, officers, employees, agents, advisors, consultants, legal counsel, insurers, successors, and assigns from all claims, liability, and costs related to any aspect of this RFP process;
f. that it shall not be entitled to claim against the City, its Mayor, Councillors, officers, employees, insurers, agents, advisors, consultants, legal counsel, successors, or assigns on the basis that any information, whether obtained from the City or otherwise, is incorrect, incomplete, insufficient, inaccurate, or misleading;
g. that the City will not be responsible for any costs, expenses, losses, damages, or liability incurred by a proponent as a result of preparing, submitting, or disseminating a proposal, participating in interviews or presentations, carrying out due diligence, or arising from the City's acceptance or non-acceptance of any proposal; and

1.3.3

(a) This RFP is an invitation to submit proposals for a potential negotiated transaction. It is not a tender call and is not intended to create Contract A or any other tendering or procurement process contract. Except for the Binding

Participation Terms expressly identified below, neither this RFP nor the submission, receipt, evaluation, clarification, ranking or selection of a proposal creates a contractual relationship between the City and a proponent.

(b) Sections 1.3.2, 1.3.3, 1.3.4, 1.7.1 through 1.7.5, 7 and 12 constitute the "Binding Participation Terms." In consideration of the opportunity to participate in this RFP process and the mutual rights and obligations contained in those terms, the City and each proponent intend the Binding Participation Terms to be legally binding upon the proponent's submission of a proposal. Those terms apply only to their expressly stated subject matter and do not incorporate the evaluation, ranking, selection or negotiation procedures as contractual obligations.

(c) No proponent is obligated to keep its proposal open or to enter into a transaction with the City. A proponent may withdraw its proposal by written notice in accordance with section 11 at any time before a binding transaction agreement is duly authorized and executed.

(d) Neither the City nor a proponent is obligated to commence or continue negotiations or to conclude a transaction. Selection as a preferred or successful proponent is an invitation to negotiate only and does not constitute acceptance of an offer to purchase the Property.

(e) No binding agreement for the purchase or development of the Property arises unless and until the applicable definitive agreement or agreements have been finalized, all required municipal authorizations have been obtained, and those agreements have been executed by the City and the proponent.

(f) Withdrawal of a proposal, rejection of a proposal, cancellation of this RFP or termination of negotiations does not extinguish accrued rights under the Binding Participation Terms. The provisions concerning responsibility for costs, non-reliance, exclusions and limitations of liability, permitted use and retention of proposal materials, statutory disclosure and governing law survive to the extent necessary to give effect to their purposes.

(g) This section prevails over any inconsistent provision of this RFP concerning the existence or scope of a contractual relationship. Nothing in this RFP excludes an obligation or liability that cannot lawfully be excluded.

1.3.4 Use of Proposal Materials

Each proponent retains ownership of intellectual property in its proposal and grants the City a non-exclusive, royalty-free licence to reproduce and use the submitted materials for evaluating the proposal, negotiating the proposed transaction, obtaining municipal approvals, municipal reporting and record retention, subject to applicable law. The proponent represents that it has authority to grant this licence.

This licence survives withdrawal or rejection of the proposal and cancellation of the RFP for those purposes. It does not authorize the City to implement proprietary designs or provide them to another developer for implementation without a separate agreement with the applicable rights holder. Disclosure required or authorized by law remains subject to section 7.

1.4 Discretion of City

The City's reserved rights shall be exercised consistently with the evaluation and negotiation procedures expressly described in this RFP. The City is not required to select a proponent or complete a transaction.

The City is not bound to accept any proposal. At any time prior to execution of a binding Agreement of Purchase and Sale and Development Agreement, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel this RFP, amend this RFP, reissue this RFP, negotiate with one or more proponents, decline to proceed with any proposal, or proceed on different terms, all without compensation to any proponent or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

a. negotiate specific terms and conditions, including purchase price, deposit, closing conditions, development milestones, development obligations, title restrictions, registered protections, and remedies;
b. waive or permit the correction of a minor or non-material formality, informality, irregularity, or technicality, provided that doing so would not provide the affected proponent with a material advantage or prejudice another proponent.;
c. determine whether any proposal meets the submission requirements of this RFP;
d. reject any proposal that does not, in the City's view, adequately advance the City's development objectives for the Property;
e. request clarification or verification of information contained in a proposal, provided that a clarification shall not permit a proponent to materially amend or improve its proposal after the RFP Closing Time;
f. negotiate with an alternate proponent if negotiations do not result in an agreement acceptable to the City and approved by City Council; and
g. decline to proceed with the sale of the Property.

1.5 Selection

1.5.1 If the City elects to proceed following evaluation, it will first invite the highest-ranked eligible proponent to negotiate. Selection confers preferred-proponent

status only and does not constitute acceptance of an offer or a commitment to sell the Property.

1.5.2 Following RFP Closing, the City will evaluate the proposals

1.5.3 The highest-ranked proposal will be determined using the evaluation criteria and maximum points expressly set out in this RFP.

1.5.4 Proponents acknowledge that an agreement of sale and a development agreement shall be as per the Sala dn other Disposition of Land Policy, legislation, and approval by the Approval Authority.

1.5.5 The City reserve the right to extend, suspend or cancel the process if the acquisition as identified in Section 2.3.4 is delayed or does not close.

1.5.6 If the City and the successful Proponent do not complete an agreement within the permitted period, or if the City determines that negotiations are unlikely to result in an acceptable transaction, the City may terminate discussions with the successful Proponent and:

a. invite the next-highest-ranked proponent to participate in negotiations;
b. cancel or reissue the RFP; or
c. decline to proceed with the disposition of the Property.

1.6 Disqualification

The failure to comply with any aspect of this RFP, whether in a material way or otherwise, may render the proponent subject to such actions as may be determined by the City, including disqualification from the RFP process, suspension from the RFP process, or the imposition of conditions that must be satisfied before the proponent may continue to participate in the RFP process.

The City may disqualify any proponent that:

a. submits incomplete, misleading, or inaccurate information;
b. fails to provide required financial, development, or experience information;
c. fails to accept the mandatory transaction terms set out in this RFP;
d. fails to provide the required deposit when required;
e. engages in collusion or improper communication;
f. is involved in litigation or disputes with the City that the City considers relevant to the RFP process;
g. lacks the experience, financing, project team, or capacity required to complete the proposed development; or
h. otherwise acts in a manner that the City considers contrary to the integrity of the RFP process.

1.7 Representations and Warranties

1.7.1 Property information supplied through this RFP is provided for information only and does not constitute a representation or warranty concerning the Property. Any representations or warranties concerning the Property upon which a purchaser may rely must be expressly set out in the executed Agreement of Purchase and Sale.

1.7.2 The City makes no representation or warranty as to the accuracy or completeness of any information provided in this RFP or otherwise made available to proponents.

1.7.3 Proponents are required to satisfy themselves as to the accuracy and completeness of all information relevant to their proposal.

1.7.4 Except for the Binding Participation Terms identified in section 1.3.3, no contractual obligation arises from this RFP. Nothing in this section limits obligations that cannot lawfully be excluded.

1.7.5 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents, consultants, advisors, or legal counsel, is provided for convenience only. None of the City, its Mayor, Councillors, officers, employees, agents, consultants, advisors, or legal counsel warrant the accuracy or completeness of such information.

1.7.6 Each proponent is required to immediately bring to the City's attention any conflict, inconsistency, or error that it identifies in this RFP.

2. DESCRIPTION OF THE OPPORTUNITY

2.1 Property

2.1.1 The property comprises approximately 1.357 hectares (3.353 acres) and benefits from frontage along Highway 17E. Due to the property's natural rocky terrain and topography, portions of the highway frontage are not readily accessible. Approximately 72 metres of relatively level frontage is available along Highway 17E, providing potential for access to the property subject to applicable approvals.

The subject lands are situated in the heart of Kenora's commercial corridor. Abutting lands uses are commercial in nature and include big box retail, office, restaurant and hotel. Amenities such as Anicinabe Park, the Kenora Golf and Country Club and the Moncrief Construction Sports Centre are located within a one (1) kilometre radius. The subject property is strategically located just outside Harbourtown Centre, the downtown area of the City, which contains major concentrations of commerce, finance, tourism,

entertainment, recreation, residential and business activities, and provides a dynamic commercial core for the residents of, and visitors to, the City.

2.2 Goals and Outcomes

2.2.1 The City of Kenora is located on the shores of Lake of the Woods and its 14,522 islands in the Northwest corner of Ontario, 50 kilometres from the Manitoba border and 2 hours east of Winnipeg. It is iconic Canada – granite, pines and water. Situated on Treaty 3 territory, the City was originally the land base of one collective First Nation community, which was separated into three communities now known as Wauzhushk Onigum Nation, Niisaachewan Anishinaabe Nation, and Washagamis Bay First Nation. Kenora now sustains many others, all of whom have been welcomed to peacefully share and care for these ancestral Lands and Waters. With a fulltime population of 15,000, the City's location on Lake of the Woods attracts many seasonal residents, doubling the population of the community during the summer months.

Kenora has developed its position as a regional economic, tourism and service hub, while maintaining the character and charm that makes the community distinct and memorable. The City's Charting Our Course 2027 Strategic Plan guides our commitment to fostering an environment with diverse economic activity that thrives, strengthens and sustains the City's financial position and contributes to broader community prosperity and quality of life, bolstering Kenora's position as a tourism destination and attracting new business.

The 2021 Tourism and Economic Development Strategy outlines a vision to grow Kenora as a regional service centre with a resilient local economy that is supported by a four-season tourism sector, high quality of life and a supportive local environment for businesses and entrepreneurs. Strategy goals drive focus to generating new development, business growth and economic diversity as well as marketing and enhancing Kenora's position as a four-season tourism destination.

2.3 Background

2.3.1 Under LT11720, the subject lands were transferred to the Corporation of the Town of Kenora, now the Corporation of the City of Kenora by Tax Sale in 1911. The City has no known history of the use of the lands other than vacant.

2.3.2 Kenora District Services Board remains the registered owner of the parcels identified in Table 1 below. As of October 20, 2026, the City has entered into an Agreement of Purchase and Sale to reacquire the lands, any subsequent sale is conditional on the City obtaining title.

2.3.3 Updated registers will be provided via addendum or otherwise after closing.

2.3.4 The City reserve the right to extend, suspend or cancel the process if the acquisition is delayed or does not close.

Table 1: Agreement of Purchase and Sale with Kenora District Services Board

PIN 42168-0143; PCL 5895 SEC DKF; LT 13 PL M63; LT 14 PL M63; LT 15 PL M63; LT 16 PL M63; LT 17 PL M63; LT 18 PL M63; LT 19 PL M63; LT 20 PL M63; LT 21 PL M63; LT 22 PL M63; LT 23 PL M63; LT 24 PL M63 EXCEPTING THEREOUT ALL MINES, MINERALS AND MINING RIGHTS, THE OWNERSHIP HAVING BEEN SEVERED UNDER TRANSFER LT1437; KENORA
PIN 42168-0229; PCL 2771 SEC DKF SRO; LANE PL M63 LYING S OF LOTS 13 - 24 PL M63 & N OF LOTS 79 - 90 PL M63; KENORA
PIN 42168-0663; LOTS 80-86 PL M63; PART LOTS 87 - 90 PL M63 DESIGNATED AS PART 9, PL23R14829; EXCEPTING THEREOUT ALL MINES, MINERALS AND MINING RIGHTS THE OWNERSHIP OF SUCH MINES, MINERALS AND MINING RIGHTS HAVING BEEN SEVERED FROM THE OWNERSHIP OF THE SURFACE UNDER TRANSFER1437; KENORA
PIN 42168-0665; SURFACE RIGHTS ONLY; PART CITY AV PL M63 PART 11, PLAN, 23R14829; KENORA
PIN 42168-0667; SURFACE RIGHTS ONLY; PART BECK AV PL M63 PART 1, PLAN 23R14829; KENORA

2.4 Land Use

2.4.1 The subject property is designated as CD- Commercial Development Area within the Kenora Official Plan (2015). The Commercial Development Area land use designation primarily serves vehicular traffic, supported uses include, but are not limited to: hotel, restaurants, tourist establishments and shopping centres. Under By-law 139-2024, the Commercial Development Area was amended to enable mixed-use developments so long as commercial use is maintained on the ground floor, and residential uses are supported above. Commercial Development Area policies can be found in Schedule B.

2.4.2 The property is zoned HC- Highway Commercial in the City Zoning Bylaw 101-2015. This zone allows for commercial development along major roads that serves the travelling public and often requires large land areas for development. Permitted uses are found in Schedule B.

2.4.3 Abutting properties are zoned Highway Commercial and General Commercial and uses include hotel, retail, office and residential.

2.4.4 A portion of the subject lands legally described as Parts 1, 2, 3, 4, 5 on PLAN 23R-15206; received conditional approval from the City Planning Advisory Committee under application D13-23-01, to enable the construction of a hotel with building height of 18.0 m, with the following conditions:

1. minimum pool size of 201.5 m^2
2. a restaurant or meeting space with a minimum area of 148.5 m^2.

A copy of the decision is attached in Schedule B. The approved minor variance application shall not limit as of right uses permitted within the Zoning By-law 101-2015.

2.4.5 Any interested party should contact the Planning Department at planning@kenora.ca to ensure that their intended development and/or use falls within the current policies and provisions of the Zoning By-law and Official Plan. Any Planning Applications will be at the Proponent's sole cost and expense.

2.5 Official Plan and Zoning By-law Review

2.5.1 The City has started the review of its Official Plan and Zoning By-law with help from consultants WSP and metro economics. This process will create new versions of both documents.

The objectives and policies of the Official Plan and the requirements of the Zoning By-law intend to achieve a balanced approach to addressing the issues of land development, economic development, and the management of land uses, infrastructure, and resources affecting the City.

The City's current Official Plan and Zoning By-law were approved in 2015. A review and update of the Official Plan must be done regularly to ensure its objectives and policies stay relevant and meet all legal requirements, including the Planning Act and the Provincial Planning Statement of 2024. The Zoning By-law must be updated also to match the new Official Plan.

City Council will adopt the new Official Plan and then it will be sent to the Ministry of Municipal Affairs and Housing for approval. Once the Official Plan is approved, Council will then adopt the new Zoning By-law. The Official Plan and

Zoning By-law review is expected to be completed in 2027. View the process and timeline for the review:

- Phase 1 - project initiation and pre-consultation, fall 2024
- Phase 2 - background review and policy recommendations, fall 2024 to winter 2025
- Phase 3 - draft Official Plan and Zoning By-law, fall 2026
- Phase 4 - final Official Plan, winter to spring 2027
- Phase 5 - final Zoning By-law, summer 2027

Additional information can be found here: Official Plan, Zoning By-law, and CIP Review - City of Kenora

2.6 "As Is, Where Is" Sale

2.6.1 The Property is being offered on an "as is, where is" basis. Proponents acknowledge and accept that the Property will be sold in "as is, where is" condition and that the City makes no representations or warranties of any kind, express or implied, regarding the Property.

2.6.2 Each proponent is responsible for conducting its own inspections, investigations, testing, searches, studies, and due diligence at its sole cost and expense.

2.6.3 The successful Proponent shall be solely responsible, at its sole cost and expense, for obtaining all approvals, permits, agreements, studies, reports, and authorizations required for its proposed development of the Property, including any required planning approvals, site plan approval, building permits, fire code approvals, environmental approvals, accessibility compliance, servicing approvals, and utility approvals.

2.6.4 The City's issuance of this RFP, selection of a successful proponent, negotiation of an agreement, or sale of the Property shall not fetter or limit the City's discretion as approval authority, planning authority, building authority, or municipal regulator.

2.6.5 The successful Proponent shall not be entitled to assume that any planning, building or other approval will be granted.

2.6.6 Without limiting the generality of the foregoing, the City makes no representation or warranty regarding:

a. environmental condition;
b. soil or groundwater condition;
c. suitability for development;
d. zoning or planning approvals;
e. existing or former uses;
f. servicing capacity;
g. utility availability;
h. development costs;
i. marketability;
j. tax treatment;
k. fitness for any intended use
l. Building permit
m. Geotechnical condition
n. Archeological clearances

2.7 Land Value

2.7.1 The City's evaluation will consider the total public and financial benefit of each proposal and not purchase price alone.

2.7.2 The minimum purchase price is **$765,000 plus HST**

2.7.3 If a proposed transaction involves a disposition at less than appraised market value, an incentive, or other municipal assistance, that proposal may proceed only if the Approval Authority determines that it is authorized by and complies with applicable legislation, the City's Community Improvement Plan, the City's land disposition policies, and all required procedural and approval requirements. Anticipated employment, assessment growth or other community benefits do not, by themselves, authorize a below-market disposition or other municipal assistance. Any proposed assistance must identify the specific statutory authority, applicable program requirements and required approvals

2.7.4 Nothing in this RFP constitutes a commitment to provide a grant, incentive, tax assistance, below-market disposition, or other municipal assistance. Any such assistance must be separately identified, evaluated, authorized and documented.

2.8 Planning, Zoning, Building, and Other Approvals

2.8.1 The successful Proponent shall be solely responsible, at its sole cost and expense, for obtaining all approvals, permits, agreements, studies, reports, and authorizations required for its proposed development of the Property, including

any required planning approvals, site plan approval, building permits, fire code approvals, environmental approvals, accessibility compliance, servicing approvals, and utility approvals.

2.8.2 The City's issuance of this RFP, selection of a successful proponent, negotiation of an agreement, or sale of the Property shall not fetter or limit the City's discretion as approval authority, planning authority, building authority, or municipal regulator.

2.8.3 The successful Proponent shall not be entitled to assume that any planning, building or other approval will be granted.

2.9 Municipal Services

2.9.1 Proponents are responsible for satisfying themselves regarding the availability, capacity, condition, location, and cost of all municipal and private services and utilities required for their proposed development.

2.9.2 The successful Proponent shall be solely responsible for all servicing costs, upgrades, extensions, relocations, connections, capacity improvements, utility arrangements, Ontario Building Code compliance and related costs required for its proposed development, unless otherwise expressly agreed by the City in writing.

2.9.3 *Municipal Services*

- Water – 150 mm
- Sanitary Sewer – 200 mm
- Synergy North Hydro
    - For additional detailed information on specific servicing requirements contact Synergy North
- Enbridge Natural Gas
    - For additional detailed information on specific servicing requirements contact Enbridge

The Proponent is responsible, at their sole cost, to satisfy itself of the potential servicing requirements for their intended development and then be responsible to implement the servicing requirements to the satisfaction of the City of Kenora.

2.9.4 *Access*

The Property has frontage on Highway 17E. The availability, location and configuration of any vehicular entrance are subject to confirmation and approval by the applicable road authority. A traffic impact study may be a requirement in the development approval process.

No entry, testing or intrusive investigation is permitted without prior written authorization from the City and, where required, the registered owner. Access may be subject to insurance, indemnity, restoration and other requirements. Inquiries regarding viewing, inspections and testing shall be directed to Melissa Shaw, Land Acquisition and Divestment Officer via email at: mshaw@kenora.ca

2.9.5 *Storm Water Management*

The management of storm water runoff will be required in the approval/development approval process.

3. MANDATORY TRANSACTION TERMS

3.1 Agreement of Purchase and Sale and Development Agreement

3.1.1 The successful Proponent shall be required to enter into an Agreement of Purchase and Sale and Development Agreement with the City, in a form satisfactory to the City and the City Solicitor.

3.1.2 The agreement shall include such terms and conditions as the City and the City Solicitor consider necessary or appropriate, including, without limitation:

a. purchase price;
b. deposit;
c. closing conditions;
d. Council approval;
e. compliance with the City's Sale and Other Disposition of Land Policy;
f. "as is, where is" provisions;
g. environmental non-reliance and release;
h. indemnity in favour of the City;
i. development milestones;
j. restrictions on transfer prior to completion;
k. restrictions on change of control prior to completion;
l. a registered option to purchase in favour of the City;
m. a registered right of first refusal in favour of the City;
n. priority and postponement requirements;
o. remedies for default;
p. survival of covenants after closing;

q. such other protections as the City or the City Solicitor consider necessary.

3.2 Deposit

3.2.1 The successful Proponent shall provide a deposit equal to fifteen percent (15%) of the purchase price upon execution of the Agreement of Purchase and Sale and Development Agreement, or at such other time as may be required by the City.

3.2.2 The deposit shall be held in accordance with the terms of the Agreement of Purchase and Sale and Development Agreement.

3.2.3 The deposit may be forfeited to the City in the event of default by the successful Proponent, in addition to and not in substitution for any other rights or remedies available to the City.

3.3 Development Milestones

3.3.1 The successful Proponent shall be required to agree to binding development milestones.

3.3.2 The development milestones shall be set out in the Agreement of Purchase and Sale and Development Agreement and/or in a registrable instrument to be registered on title to the Property.

3.3.3 The development milestones may include, without limitation:

a. submission of a detailed development concept;
b. submission of a detailed financing plan;
c. submission of required planning applications;
d. submission of site plan application;
e. execution and registration of site plan agreement, if applicable;
f. submission of building permit application;
g. issuance of building permit;
h. commencement of construction work;
i. completion of identified phases of development;
j. substantial completion;
k. occupancy and opening for the approved use or uses;
l. confirmation of financial capacity to complete the project.

The milestone dates shall be finalized through negotiation and inserted into the Agreement of Purchase and Sale and Development Agreement

3.4 Development Security

3.4.1 As a closing condition, the successful Proponent shall provide and maintain development security securing the performance of the development milestones, and other material development obligations contained in the Development Agreement.

3.4.2 Development security shall:

a. be in the form of an irrevocable standby letter of credit issued by a Canadian chartered bank, a performance bond issued by a surety acceptable to the City, or another form of security approved by the City and the City Solicitor;
b. be in an amount equal to [10%] of the hard construction costs shown in the development budget approved by the City;
c. be delivered no later than closing, unless the Development Agreement expressly establishes a different delivery milestone;
d. remain valid and enforceable until substantial completion of the development and satisfaction of the secured obligations; and
e. provide that the City may draw upon or enforce the security in accordance with the Development Agreement if the Purchaser fails to remedy a default within the applicable notice and cure period.

3.4.3 The Development Agreement shall establish the circumstances in which the development security may be reduced or released. Reductions may be permitted following certification by the Purchaser's architect or engineer, satisfactory to the City, that specified development milestones have been completed and that there are no outstanding defaults.

3.4.4 If a letter of credit or other security has an expiry date, the Purchaser shall renew or replace it no later than thirty (30) days before expiry. If satisfactory replacement security is not provided within that period, the City may draw the full amount of the existing security and hold the proceeds as security.

3.4.5 The City's rights relating to development security shall be in addition to its other contractual and registered remedies, provided that the City shall not obtain duplicate recovery for the same loss.

3.5 Registered Option to Purchase

3.5.1 The successful Proponent shall grant to the City an option to purchase the Property in a form satisfactory to the City and the City Solicitor.

3.5.2 The option to purchase shall be registered on title to the Property or notice thereof shall be registered on title to the Property as part of the closing sequence of the property.

3.5.3 The option to purchase may be exercisable by the City upon the occurrence of one or more events of default, including, without limitation:

a. failure to achieve any development milestone;
b. failure to commence development within the required time;
c. failure to complete development within the required time;
d. abandonment of development;
e. transfer or attempted transfer without the City's consent;
f. change of control without the City's consent;
g. insolvency, receivership, or bankruptcy;
h. material breach of the Agreement of Purchase and Sale and Development Agreement or any registered instrument.

3.5.4 The terms of the option to purchase, including the reconveyance price, exercise period, closing requirements, treatment of encumbrances, and default remedies, shall be set out in the Agreement of Purchase and Sale and Development Agreement and associated registered documentation. Any insolvency-related rights are subject to applicable insolvency legislation, court orders and enforceability requirements.

Registered Right of First Refusal

3.5.5 Prior to substantial completion of the development, the Purchaser shall not transfer, convey, assign or otherwise dispose of the Property, or any legal or beneficial interest in the Property, without the City's prior written consent.

Prior to substantial completion of the development, a change of control of the Purchaser shall require the City's prior written consent.

3.5.6 The successful Proponent shall grant to the City a right of first refusal in a form satisfactory to the City and the City Solicitor. The right of first refusal shall be registered on title to the Property or notice thereof shall be registered on title to the Property, on closing or at such other time as the City may require.

3.5.7 The right of first refusal shall apply to any proposed sale, transfer, conveyance, disposition, or other dealing with the Property or any legal or beneficial interest in the Property, subject to the terms of the Agreement of Purchase and Sale and Development Agreement and the registered instrument.

3.5.8 Notwithstanding the foregoing, the Purchaser may obtain bona fide acquisition or construction financing from a bank, credit union, trust company, institutional lender or other commercial lender approved by the City (the "Permitted Financing"). The City's approval of Permitted Financing shall not be unreasonably withheld or delayed where:

a. the financing is required for the acquisition, rehabilitation or development of the Property;

b. the amount and terms of the financing are consistent with the approved development budget and financing plan;
c. the proposed financing does not materially impair the Purchaser's ability to complete the development;
d. the lender and the Purchaser enter into any postponement, priority, recognition, standstill or other agreement reasonably required by the City.

3.5.5 Any permitted transferee, assignee, mortgagee, chargee or successor may be required to enter into assumption, recognition, postponement or other agreements in favour of the City, in a form satisfactory to the City and the City Solicitor.

3.5.6 Leases entered into in the ordinary course to implement the approved development, and Permitted Financing approved under this RFP, shall be addressed as permitted dealings in the transaction documents and shall not trigger the right of first refusal solely by reason of their creation.

3.6 Restrictions on Transfer and Change of Control

3.6.1 Prior to substantial completion of the development, the successful Proponent shall not transfer, convey, assign, mortgage, charge, encumber, or otherwise deal with the Property, or any legal or beneficial interest in the Property, without the prior written consent of the City.

3.6.2 Prior to substantial completion of the development, any change of control of the successful Proponent shall require the City's prior written consent.

3.6.3 The City may require any permitted transferee, assignee, mortgagee, chargee, or successor to enter into assumption, postponement, recognition, or other agreements in favour of the City, in a form satisfactory to the City and the City Solicitor.

3.7 Priority, Postponement and Lender Recognition

3.7.1 The priority of the City's registered option to purchase, right of first refusal, development restrictions, notices and other registered protections shall be established in the Agreement of Purchase and Sale, Development Agreement and associated registered instruments.

3.7.2 The City may agree to postpone one or more of its registered interests to a charge securing Permitted Financing where the City is satisfied that the financing is required for and will be applied toward the approved development.

3.7.3 As a condition of any postponement, the City may require the lender to enter into a priority, postponement, recognition or standstill agreement addressing matters that may include:

a. notice to the City of a borrower default;
b. a reasonable opportunity for the City to cure the default or exercise its contractual remedies;
c. notice before enforcement, power of sale, receivership or other realization proceedings;
d. recognition of the City's development and transfer restrictions;
e. the treatment of the City's option to purchase and other remedies following lender enforcement;
f. restrictions on additional advances following notice of a material development default; and
g. assumption of applicable development obligations by a purchaser taking title through lender enforcement.

3.7.4 The Purchaser shall be responsible for obtaining and registering, at its sole cost, all postponements, consents, acknowledgements and recognition agreements required under the transaction documents.

3.8 No Assignment

3.8.1 No proponent may assign its proposal, its status as the successful proponent, or any resulting agreement without the prior written consent of the City, which consent may be withheld in the City's sole and unfettered discretion.

3.9 No Bonusing / Fair Market Value

3.9.1 The transaction shall be structured to comply with all applicable municipal law requirements, including section 106 of the Municipal Act, 2001 and the City of Kenora Community Improvement Plan.

3.9.2 The successful Proponent shall acknowledge that no bonus, grant, loan, guarantee, or other assistance is being conferred by the City, directly or indirectly, except as may be expressly authorized by law.

3.9.3 The successful Proponent shall further acknowledge that the purchase price and transaction terms are subject to Council approval and the City's applicable land disposition requirements.

3.10 Costs

3.10.1 The successful Proponent shall be responsible for all costs associated with the transaction and development, including, without limitation:

a. its own legal costs;

b. the City's reasonable legal costs, if required by the City;
c. appraisal costs;
d. survey costs;
e. title search costs;
f. registration costs;
g. land transfer tax;
h. HST, if applicable;
i. planning application fees;
j. building permit fees;
k. engineering costs;
l. environmental costs;
m. servicing costs;
n. utility costs;
o. development charges, if applicable;
p. all costs of rehabilitation, construction, development, and occupancy.

4. PROPOSAL REQUIREMENTS

The City reserves the right, but is not required, to reject any proposal that does not include the requirements set out below.

4.1 Proposal Submission Requirements

Each proposal shall include the following:

4.1.1 Proponent Information

a. legal name of the proponent;
b. municipal address;
c. mailing address;
d. telephone number;
e. email address;
f. contact person;
g. corporate profile;
h. ownership structure;
i. names of principals, directors, officers, shareholders, partners, or beneficial owners, as applicable;
j. confirmation of signing authority.

4.1.2 Development Concept

A detailed description of the proposed development of the Property, including:

a. proposed use or uses;

b. how the proposal aligns with the City's 2021 Tourism and Economic Development Strategy;
c. how the proposal conforms to the Official Plan (2015) and comply to the provision of the Kenora Zoning By-law 101-2015
d. anticipated public realm or streetscape improvements;
e. anticipated community and economic benefits
f. estimated construction cost
g. jobs created through proposed use
h. conceptual site plan and site utilization

4.1.3 **Development Schedule**

A proposed development schedule, including estimated dates for:

a. due diligence completion;
b. financing confirmation;
c. planning applications;
d. site plan application;
e. building permit application;
f. commencement of /construction;
g. completion of phases;
h. substantial completion;
i. occupancy/opening.

4.1.4 **Financial Capacity**

Evidence of financial capacity to complete the proposed development, including:

a. preliminary development budget;
b. proposed acquisition price;
c. estimated construction costs;
d. estimated soft costs;
e. estimated contingency;
f. proposed financing sources;
g. lender information, if available;
h. equity contribution;
i. evidence of access to capital;
j. assumptions regarding grants, incentives, tax programs, or other public funding, if any.
k. the anticipated amount, source and structure of the proposed acquisition and construction financing;
l. the current status of the proposed financing, including any expressions of interest, indicative term sheets or financing commitments available to the proponent;

m. the amount and source of the proponent's equity contribution;
n. the principal conditions that must be satisfied before financing will be advanced;
o. the security and title priority expected to be required by the proposed lender;
p. any requested postponement, recognition, standstill or priority arrangement involving the City's registered interests;
q. the anticipated date by which binding financing commitments will be obtained; and
r. confirmation that the proponent is prepared to provide the development security required by this RFP.

4.1.5 **Evidence of Financing**

4.1.5.1 Before closing, or before such other milestone expressly approved by the City in the Development Agreement, the successful Proponent shall provide evidence satisfactory to the City that it has sufficient committed financing and equity to complete the acquisition and the approved development.

4.1.5.2 The City may require lender commitment letters, evidence of available equity, an updated sources-and-uses statement, confirmation that material financing conditions have been satisfied, and such other reasonable financial information as the City considers necessary.

4.1.5.3 Failure to obtain or maintain satisfactory financing within the required period may result in termination of negotiations, termination of the transaction agreements, forfeiture of the deposit where permitted by the applicable agreement, or the exercise of other remedies available to the City.

4.1.6 **Development Experience**

A summary of the proponent's relevant experience, including:

a. similar development projects;
b. mixed-use projects
c. hotel, commercial, hospitality, or tourism projects;
d. project dates;
e. project locations;
f. project budgets;
g. project references.

The City may request references and may contact any references provided.

4.1.7 **Project Team**

Identification of the proposed project team, including, where available:

a. developer;
b. architect;
c. consultant;
d. structural engineer;
e. environmental consultant;
f. planning consultant;
g. contractor/construction manager;
h. property manager/operator;
i. legal counsel;
j. lender or financial advisor.

4.1.8 **Conditions**

4.1.8.1 Identification of any conditions that must be satisfied before the proponent is prepared to enter into an Agreement of Purchase and Sale and a Development Agreement.

4.1.8.2 The City may reject any proposal containing conditions that the City considers unacceptable, uncertain, excessive, or inconsistent with the City's development objectives.

4.1.9 **Acknowledgement of Mandatory Transaction Terms**

Each proposal must include an express acknowledgement that the proponent accepts the mandatory transaction terms set out in this RFP, including:

a. 15% deposit
b. "as is, where is" sale;
c. development milestones;
d. registered option to purchase;
e. registered right of first refusal;
f. restrictions on transfer prior to completion;
g. restrictions on change of control prior to completion;
h. priority/postponement requirements;
i. Council approval;
j. compliance with the City's Sale and Other Disposition of Land Policy.
k. construction financing and lender priority/recognition requirements;
l. Development security.

4.1.10 **Proposed Purchase Price**

Each proposal shall include the proposed purchase price, exclusive of HST.

The minimum purchase price is **$765,000 plus HST**

Proponents acknowledge that purchase price is only one factor and that the City may select a proposal that does not contain the highest purchase price.

4.1.11 **Deposit**

Each proposal shall confirm that the proponent is prepared to provide a deposit equal to fifteen percent (15%) of the purchase price where applicable upon execution of the Agreement of Purchase and Sale and Development Agreement, or at such other time as the City may require.

4.1.12 **Additional Information**

Proponents are encouraged to provide any additional information they consider relevant to the City's evaluation of the proposal.

4.2 Execution of Proposal

Proposals shall be properly executed as follows:

a. if the proposal is made by a corporation, the full legal name of the corporation shall be accurately printed above the signature of its duly authorized signing officer or officers;
b. if the proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the partner or partners who have authority to bind the partnership;
c. if the proposal is made by an individual carrying on business under a business name, the business name and the individual's name shall be printed above the individual's signature;
d. if the proposal is made by a sole proprietor carrying on business in the individual's own name, the individual shall print their name below their signature;
e. each proponent shall include confirmation that the individual signing the proposal has authority to bind the proponent.
f. The proponent acknowledges and accepts the Binding Participation Terms identified in section 1.3.3 and confirms that its signatory has authority to bind it to those terms. The proponent understands that submission of its proposal does not create Contract A or a binding agreement to purchase or develop the Property.

5. EVALUATION OF PROPOSALS

5.1 Evaluation Process

5.1.1 After the RFP Closing Time, the Evaluation Committee will review proposals for compliance with the mandatory requirements and will evaluate compliant proposals using only the evaluation criteria, sub-criteria and maximum points disclosed in this RFP.

5.1.2 The City will not use an undisclosed evaluation criterion or change the published weighting after the RFP Closing Time.

5.1.3 The Evaluation Committee may consider the quality, credibility and substantiation of the information submitted under each criterion. The Committee may assign a lower score where information is unsupported, conditional, internally inconsistent or insufficiently detailed.

5.1.4 Clarifications may be used to understand or verify information contained in a proposal, but shall not permit a proponent to add a material element that was missing at the RFP Closing Time or otherwise materially improve its proposal.

5.1.5 The Evaluation Committee will maintain a written record of its evaluation, including individual or consensus scores, material clarifications, reasons for disqualification, and the final ranking.
The City may establish minimum scores for one or more critical criteria, provided those minimum scores are expressly disclosed in this RFP before the RFP Closing Time.

5.2 Evaluation Criteria

The evaluation criteria and maximum points available are as follows:

Evaluation Criteria	Mark (%)	Points available	Subtotal
Total price offering and potential tax revenue	25%	25	
Proposed use alignment with City of Kenora Strategic Plan; *Charting Our Course 2027* and the *2021 Tourism and Economic Development Strategy*	20%	20	
Business Proposal: Development concept, site utilization and financial viability	20%	20	
Experience and history of successful projects and endeavors carried out by the Proponent	15%	15	
Timeframe to complete the proposed development	15%	15	
Jobs created through proposed development	5%	5	
Total Points Available	100%	**100**	

5.3 Clarifications and Interviews

5.3.1 Before completing the evaluation, the City may request a proponent to clarify or verify information contained in its proposal. A clarification shall not permit the proponent to materially amend its proposal, cure the omission of a mandatory requirement, or receive an unfair advantage.

5.3.2 Where materially similar clarification is required from more than one proponent, the City will use a substantially consistent process and provide reasonably comparable response periods.

5.3.3 Interviews and presentations will be used solely to clarify or verify submitted information and will not carry separate points unless their criteria, weighting and role in the evaluation have been disclosed in this RFP or an addendum issued before the RFP Closing Time.

5.4 Negotiations

5.4.1 The City and the successful Proponent may negotiate the Agreement of Purchase and Sale, Option to Purchase, Right of First Refusal, Development Agreement, development milestones, security, title protections, financing arrangements, closing conditions, treatment of occupants, and other transaction terms.

5.4.2 The City may require the successful Proponent to provide updated evidence of financing, corporate authority, beneficial ownership, project-team commitments, insurance, and capacity before recommending a transaction for approval.

5.4.3 The negotiation period will expire 90 days after written notice of preferred-proponent selection, unless extended by the City in writing. Any due-diligence period, access arrangements and conditions of purchase will be expressly established in writing.

5.4.4 If an acceptable transaction is not finalized within the permitted period, the City may end negotiations and proceed in accordance with the provisions of this RFP.

5.4.5 Negotiations may settle implementation details but will not be used to waive a mandatory requirement or materially change the transaction in a manner that could reasonably have affected participation, pricing or ranking. A material change of that nature may require cancellation and reissuance of the RFP.

5.5 No Obligation to Select

5.5.1 The City is under no obligation to select any proponent or proceed with any proposal.

5.5.2 The City may reject all proposals if, in the City's sole and unfettered discretion, no proposal adequately advances the City's development objectives for the Property.

6. SUCCESSSFUL PROPONENT AND TRANSACTIONAL REQUIREMENTS

6.1 Agreement

6.1.1 The successful Proponent shall be required to enter into an Agreement of Purchase and Sale and Development Agreement in a form satisfactory to the City and the City Solicitor.

6.1.2 No binding transaction shall exist unless and until the agreement has been executed by the City and the successful Proponent and approved by City Council, if required.

6.2 Council Approval

6.2.1 No binding transaction shall exist unless and until the required agreements have been finalized, duly authorized and executed by the City and the successful Proponent

6.2.2 The City's selection of a successful proponent, commencement of negotiations, or preparation of an agreement shall not bind City Council to approving any transaction.

6.3 Compliance with Land Disposition Policy

The sale of the Property shall be subject to compliance with the City's Sale and Other Disposition of Land Policy, including any required surplus declaration, appraisal, notice, affidavit, or other procedural requirements.

6.4 Closing

6.4.1 The closing date shall be set out in the Agreement of Purchase and Sale and the Development Agreement.

6.4.2 Closing shall be conditional on satisfaction or waiver of all conditions set out in the agreement, including Council approval and execution of all documents required by the City.

6.5 Registration on Title

6.5.1 The successful Proponent shall execute all documents required by the City to register on title to the Property the City's option to purchase, right of first refusal, development covenants, restrictions, notices, or other instruments required by the City or the City Solicitor.

6.5.2 The successful Proponent shall be responsible for all costs associated with the preparation and registration of such documents, unless otherwise agreed in writing by the City.

6.6 Survival

All covenants, indemnities, releases, acknowledgements, development obligations, title restrictions, options, rights of first refusal, and other protections in favour of the City shall survive closing and shall not merge on closing.

7. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The City is subject to the Municipal Freedom of Information and Protection of Privacy Act.

Proponents acknowledge that information submitted to the City may be subject to access requests under that legislation. Proponents should identify any information in their proposal that they consider confidential or proprietary. However, the City cannot guarantee that any information submitted by a proponent will remain confidential if disclosure is required by law.

8. CONFLICT OF INTEREST

Each proponent shall disclose any actual, potential, or perceived conflict of interest.

The City may reject any proposal where the City determines that an actual, potential, or perceived conflict of interest exists.

9. PROHIBITED COMMUNICATIONS

Proponents shall not communicate with members of City Council, City staff, City consultants, or City advisors regarding this RFP except through the City's designated RFP contact.

Any unauthorized communication may result in disqualification.

10. ADDENDA

The City may issue addenda to this RFP at any time prior to the RFP Closing Time. Proponents are responsible for ensuring that they have received and reviewed all addenda. Each proposal shall acknowledge receipt of all addenda.

11. WITHDRAWAL OF PROPOSALS

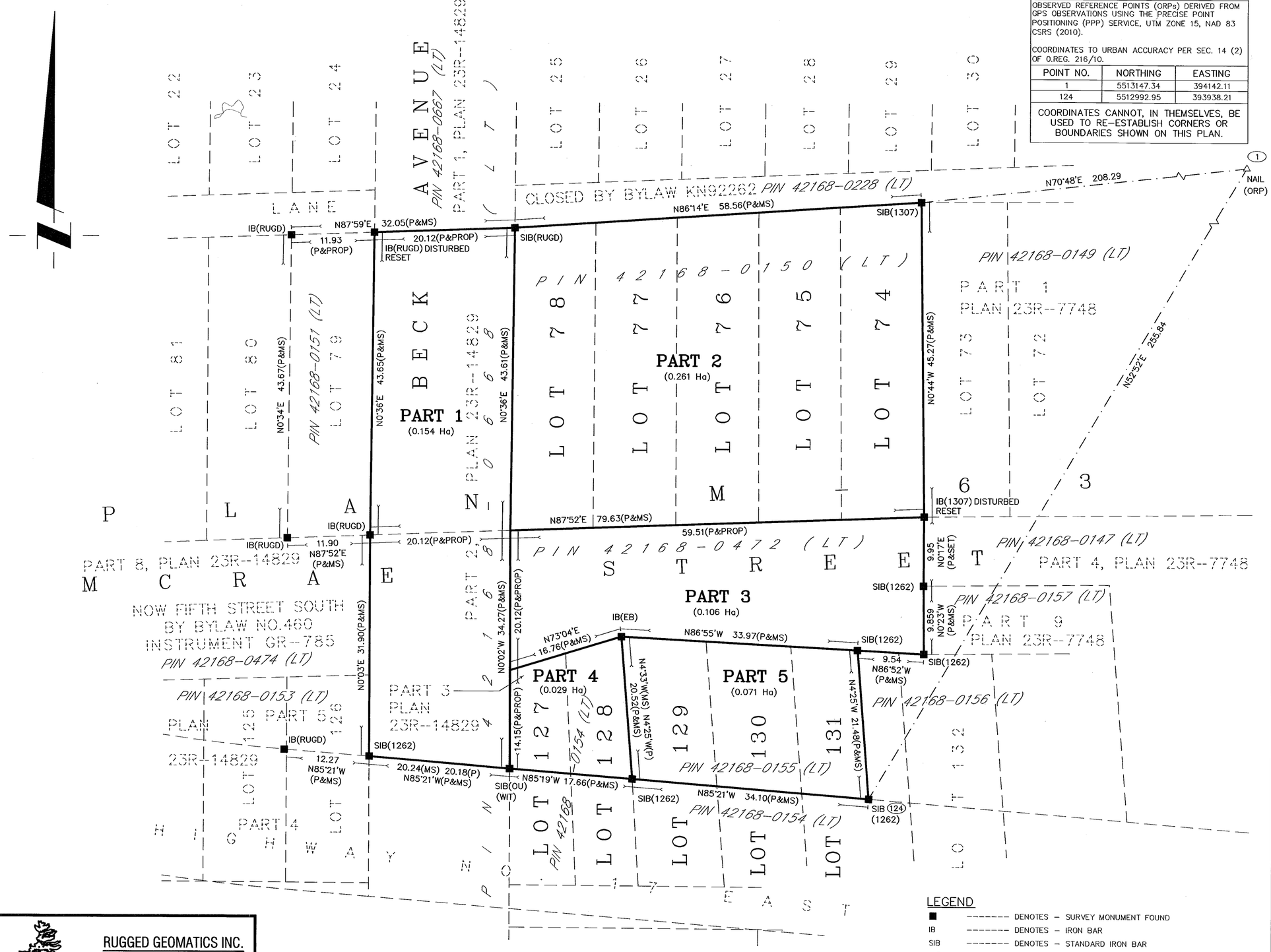
A proponent may withdraw its proposal by written notice delivered to the City's designated RFP contact prior to execution of an Agreement of Purchase and Sale and Development Agreement.

12. GOVERNING LAW

This RFP and any resulting agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SCHEDULE A

1. Survey:
    - 23R-15206
    - 23R-I4829
2. Aerial Contour Maps



INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 15, NAD 83 CSRS (2010).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10.

POINT NO.	NORTHING	EASTING
1	5513147.34	394142.11
124	5512992.95	393938.21

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

PLAN 23R-15206

RECEIVED AND DEPOSITED
DATE: 15 APRIL 2025
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF KENORA #23

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: 2025 04 11
ERIC RODY

PART	LOT	CON./PLAN	PIN	AREA (ha)
1	PART OF BECK AVENUE	PLAN M-63	PART OF 42168-0668(LT)	0.154
2	ALL OF LOTS 74 TO 78, INCLUSIVE		ALL OF 42168-0150(LT)	0.261
3	PART OF MCRAE STREET		ALL OF 42168-0472(LT)	0.106
4	PARTS OF LOTS 127 AND 128		PART OF 42168-0154(LT)	0.029
5	PARTS OF LOTS 129 TO 131, INCLUSIVE		ALL OF 42168-0155(LT)	0.071

PLAN OF SURVEY OF

ALL OF
LOTS 74 TO 78, INCLUSIVE
PART OF
LOTS 127 TO 131, INCLUSIVE
PART OF
BECK AVENUE
AND PART OF
MCRAE STREET
PLAN M-63

CITY OF KENORA

DISTRICT OF KENORA
ERIC RODY, OLS

SCALE 1 : 400
8 4 0 8 16 24 METRES

METRIC: DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

BEARING NOTE

BEARINGS AND COORDINATES ARE UTM GRID, DERIVED FROM STATIC GPS OBSERVATIONS PROCESSED USING NATURAL RESOURCES CANADA PRECISE POINT POSITIONING ON NAIL 1 AND MONUMENT 124 TO YIELD A GRID BEARING OF N 52°52' E, NAD 83 CSRS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 15 (93° W LONGITUDE) (2010).

ROTATION NOTE

NO ROTATION REQUIRED.

SCALE FACTOR NOTE

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999689.

LEGEND

■	DENOTES – SURVEY MONUMENT FOUND
IB	DENOTES – IRON BAR
SIB	DENOTES – STANDARD IRON BAR
WIT	DENOTES – WITNESS MONUMENT
1262	DENOTES – R. M. JOHNSON, O.L.S.
1307	DENOTES – R. A. WOODS, O.L.S.
EB	DENOTES – E. D. SEWELL, O.L.S.
RUGD	DENOTES – RUGGED GEOMATICS INC.
OU	DENOTES – ORIGIN UNKNOWN
P	DENOTES – PLAN 23R-14829
PROP	DENOTES – PROPORTIONED
MS	DENOTES – MEASURED
⌐∿	DENOTES – SCALE BREAK

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. – THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.

2. – THE SURVEY WAS COMPLETED ON 2025 01 28

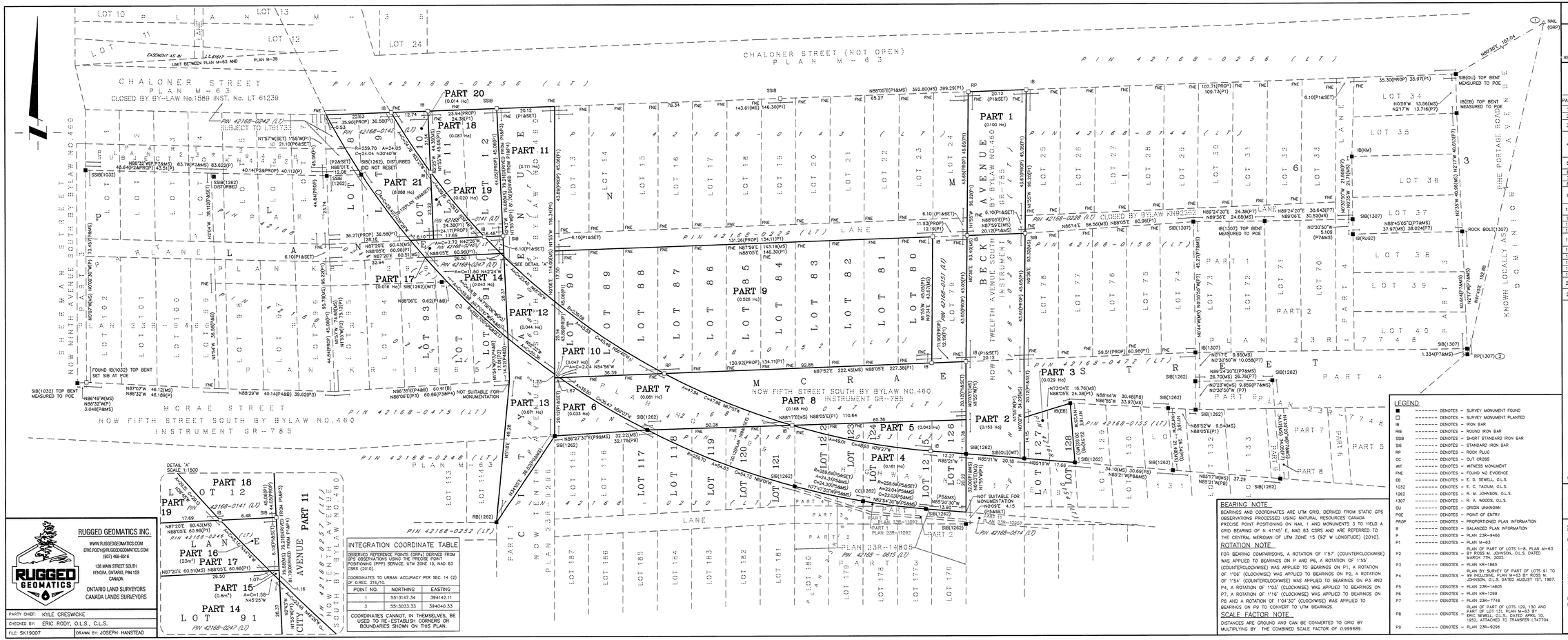
KENORA, ONTARIO
DATE 2025 04 11

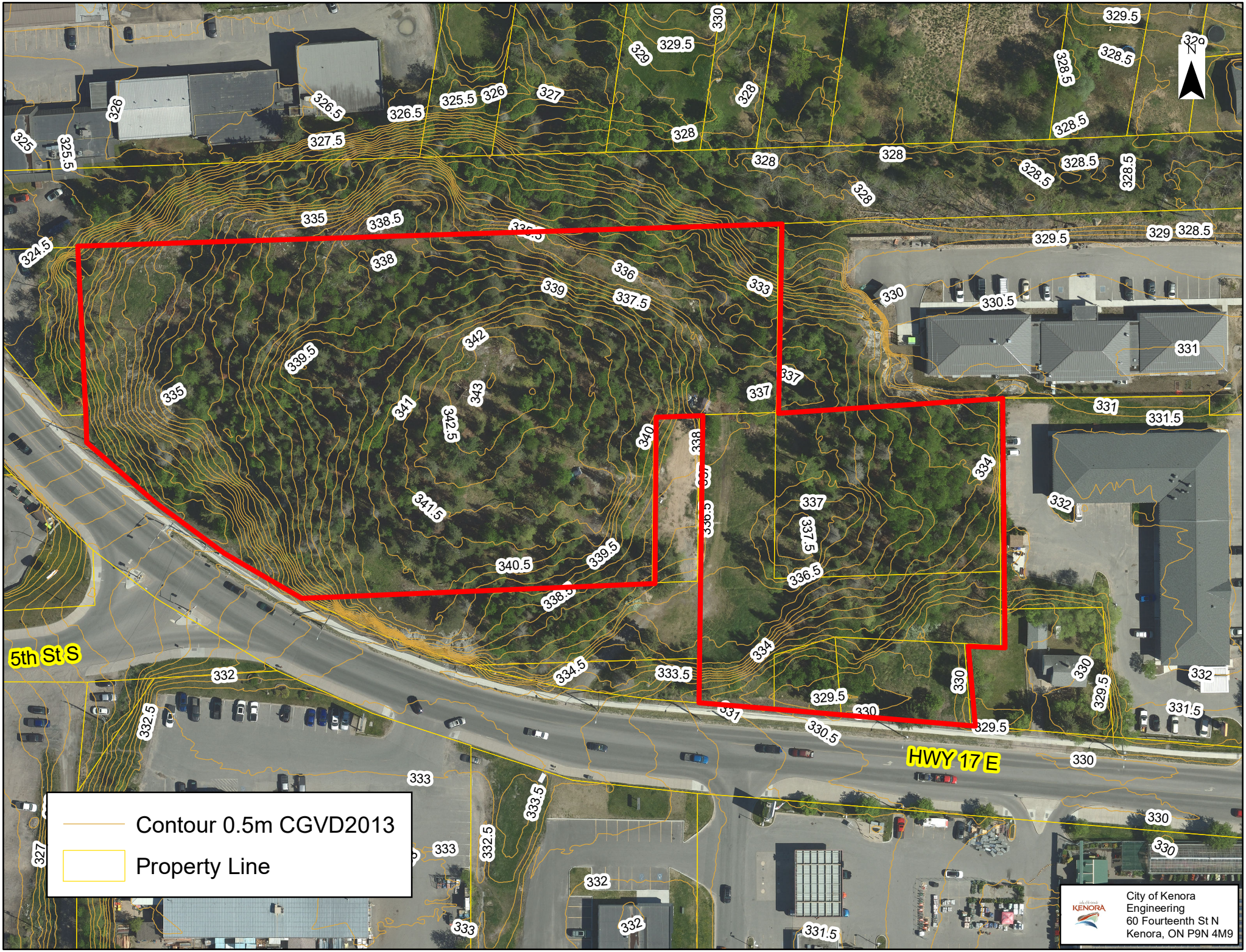
ERIC RODY
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-97103

RUGGED GEOMATICS INC.
WWW.RUGGEDGEOMATICS.COM
ERIC.RODY@RUGGEDGEOMATICS.COM
(807) 468-8516
3-619 NINTH STREET NORTH
KENORA, ONTARIO, P9N 2S9
CANADA
ONTARIO LAND SURVEYORS
CANADA LANDS SURVEYORS

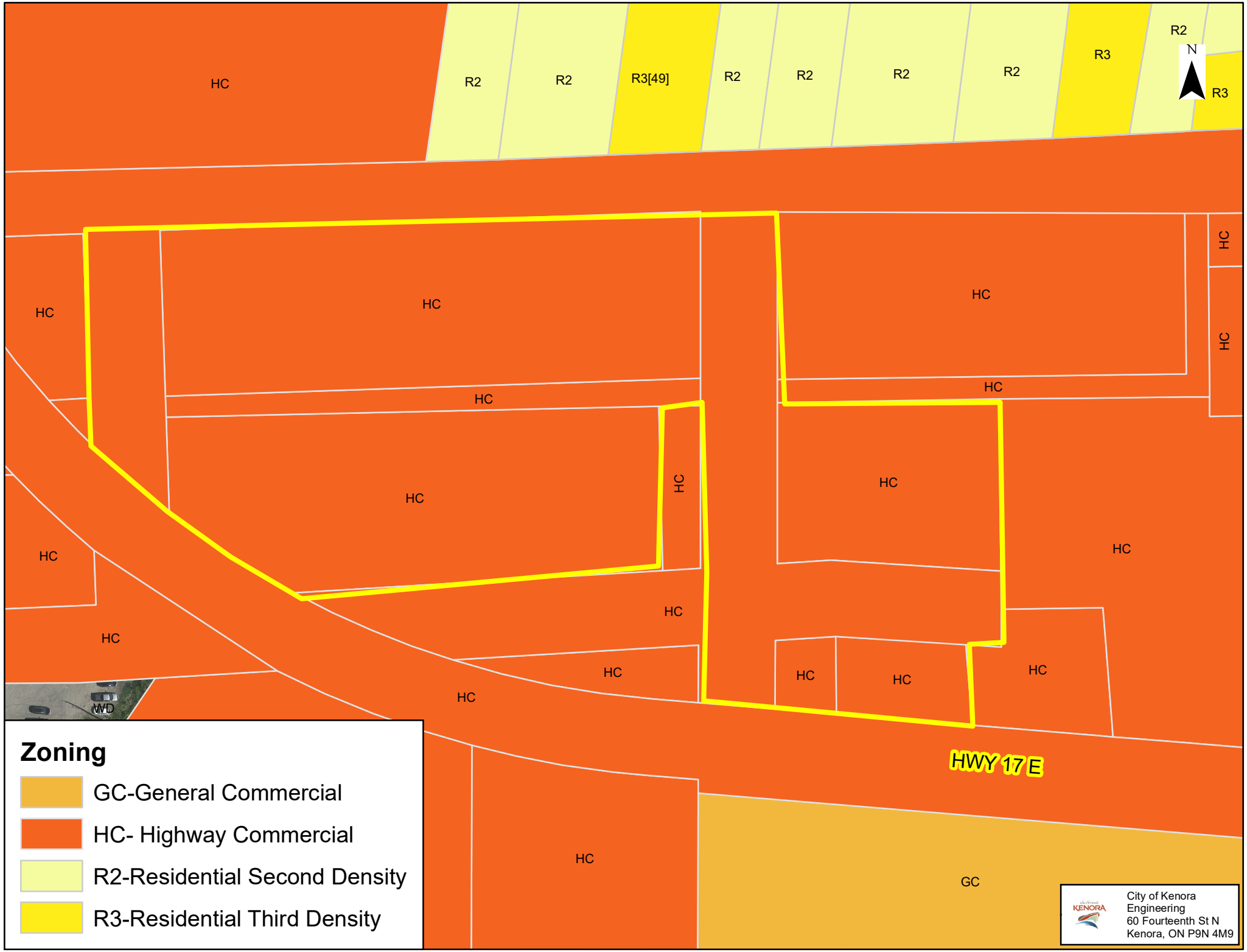
PARTY CHIEF: CAMERON LONGE	
CHECKED BY: ERIC RODY, O.L.S., C.L.S.	
FILE: SK25007	DRAWN BY: TAYLOR MCBRIDE

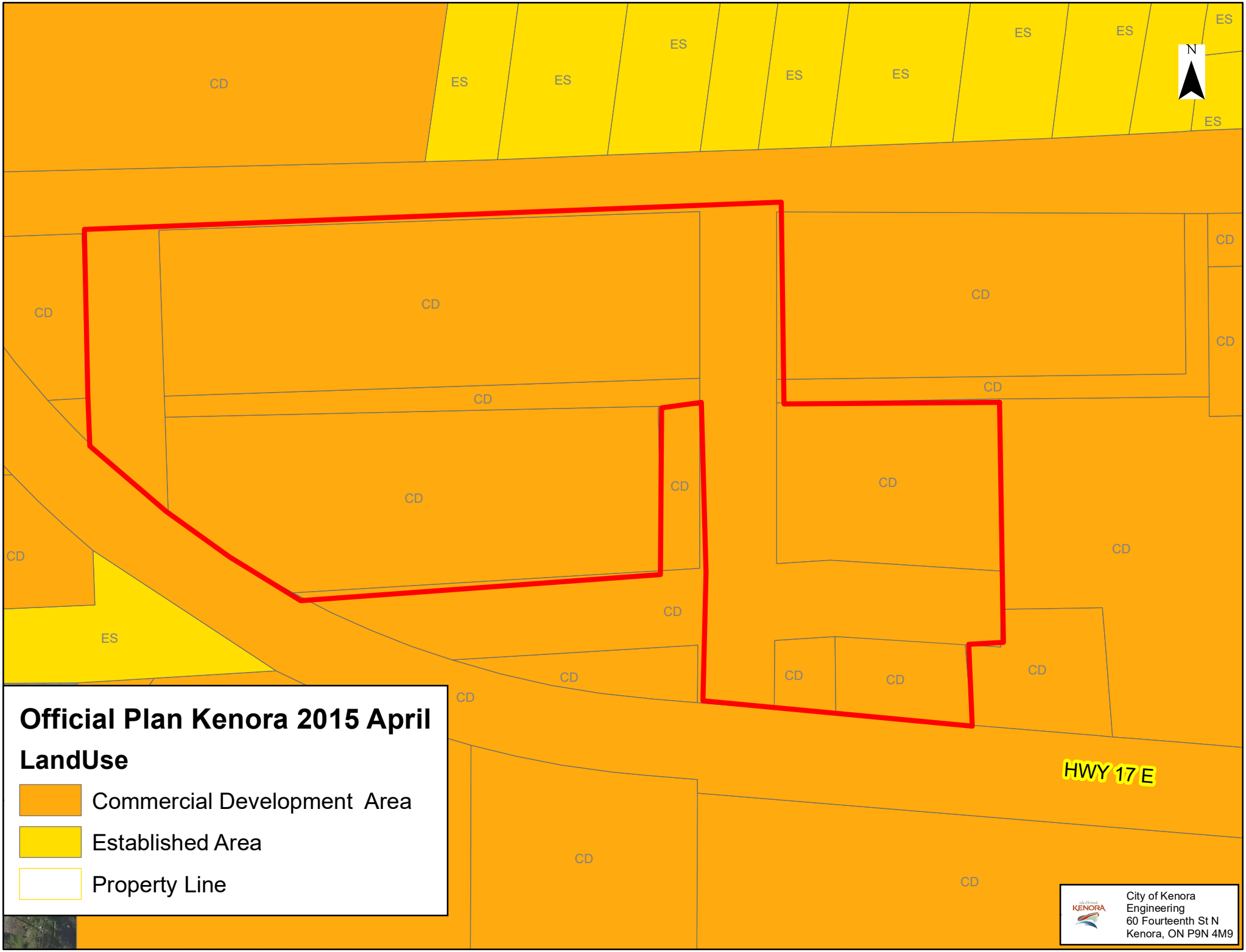

CHALONER STREET (NOT OPEN)
PLAN M-63
CHALONER STREET
PLAN M-63
CLOSED BY BY-LAW No.1589 INST. No. LT 61239
MCRAE STREET
NOW FIFTH STREET SOUTH BY BYLAW NO.460
INSTRUMENT GR-785
BECK AVENUE
NOW TWELFTH AVENUE SOUTH BY BYLAW NO.460
INSTRUMENT GR-785
KNOWN LOCALLY AS PINE PORTAGE ROAD
PART 1 (0.100 Ha)
PART 2 (0.153 Ha)
PART 3 (0.029 Ha)
PART 4 (0.181 Ha)
PART 5 (0.043 Ha)
PART 6 (0.033 Ha)
PART 7 (0.081 Ha)
PART 8 (0.168 Ha)
PART 9 (0.526 Ha)
PART 10 (0.047 Ha)
PART 11 (0.111 Ha)
PART 12 (0.044 Ha)
PART 13 (0.071 Ha)
PART 14 (0.043 Ha)
PART 15 (0.6m²)
PART 16 (23m²)
PART 17 (0.016 Ha)
PART 18 (0.014 Ha)
PART 19 (0.020 Ha)
PART 20 (0.087 Ha)
PART 21 (0.088 Ha)
PIN 42168-0256 (LT)
PIN 42168-0144 (LT)
PIN 42168-0229 (LT)
PIN 42168-0150 (LT)
PIN 42168-0472 (LT)
PIN 42168-0155 (LT)
PIN 42168-0475 (LT)
PIN 42168-0248 (LT)
PIN 42168-0252 (LT)
PIN 42168-0242 (LT)
SUBJECT TO LT61733
PIN 42168-0247 (LT)
PIN 42168-0141 (LT)
PIN 42168-0257 (LT)
PIN 42168-0614 (LT)
PLAN 23R-11092
PLAN 23R-14805
PLAN 23R-10957
PLAN M-35
LOT 10
LOT 11
LOT 12
LOT 13
LOT 24
EASEMENT AS IN LT61617 IN LIMIT BETWEEN PLAN M-63 AND PLAN M-35
SSIB(1032)
SSIB(1262) DISTURBED
SSIB(1262), DISTURBED (DO NOT RESET)
FOUND IB(1032) TOP BENT SET SIB AT POE
SIB(1032) TOP BENT MEASURED TO POE
SIB(1262)
SIB(WIT)
IB(1307)
IB(KM)
IB(RUGD)
IB(EB)
IB(OU)
IB(1262)
SIB(OU) TOP BENT MEASURED TO POE
SIB(EB) TOP BENT MEASURED TO POE
IB(1307) TOP BENT MEASURED TO POE
ROCK BOLT(1307)
RP(1307)
NOT SUITABLE FOR MONUMENTATION
SEE DETAIL 'A'
DETAIL 'A' SCALE 1:500
N87°52'E 222.45(MS) N88°05'E 227.38(P1)
N87°52'E 130.92(PRO) 134.11(P1)
N87°52'E 131.26(PRO) 134.11(P1)
N87°52'E 143.19(MS) 146.30(P1)
N87°52'E 143.61(MS) 146.30(P1)
N88°05'E(P1&MS) 392.80(MS) 399.29(P1)
N88°05'E(P1&MS) 392.80(MS) 399.29(P1)
N87°52'E(P8&MS) 222.45(MS) N88°05'E 227.38(P1)
N88°05'E(P1&MS) 392.80(MS) 399.29(P1)
N87°52'E(P8&MS) 222.45(MS) N88°05'E 227.38(P1)
N88°05'E(P1&MS) 392.80(MS) 399.29(P1)
N87°52'E(P8&MS) 222.45(MS) N88°05'E 227.38

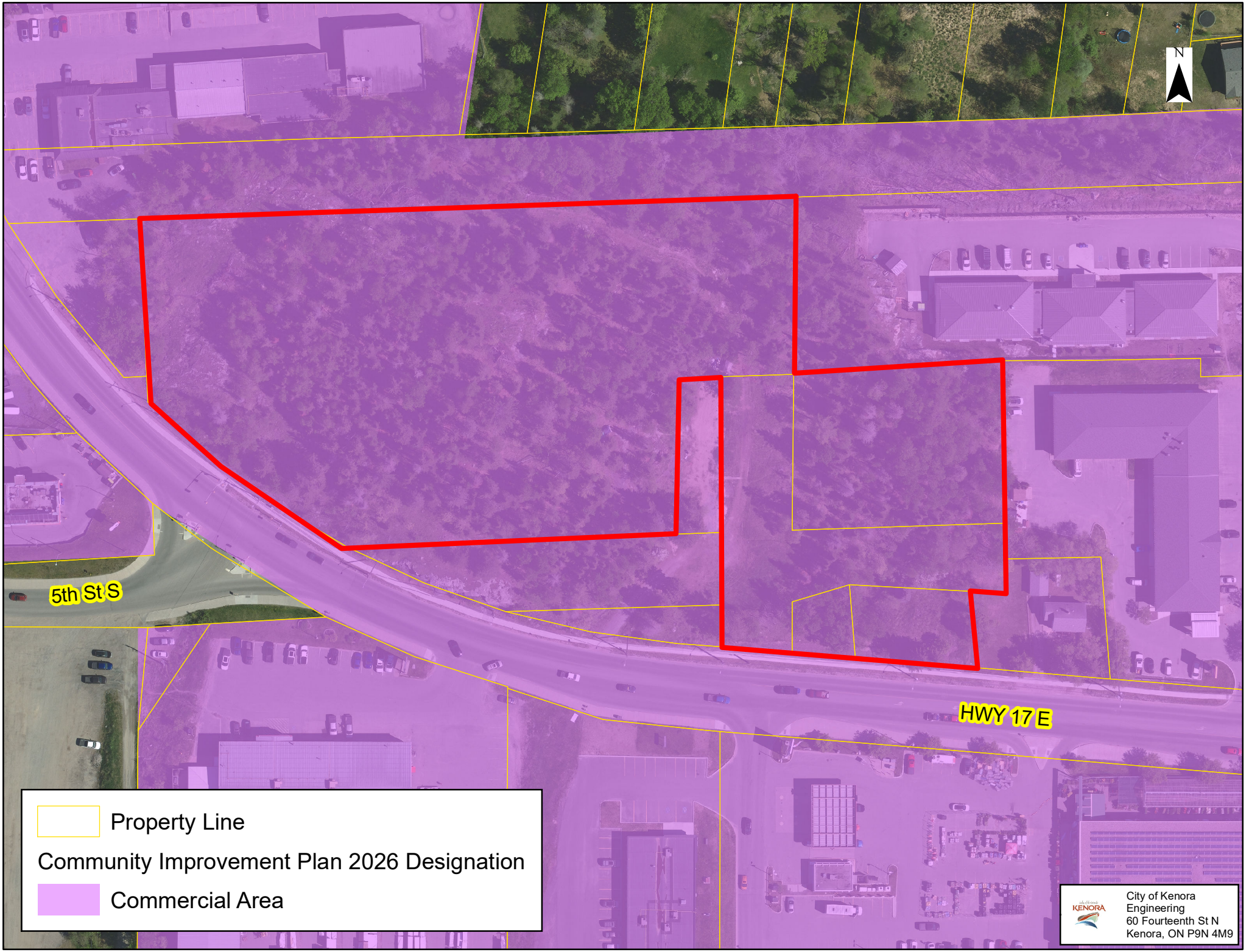

5th St S
HWY 17 E
Contour 0.5m CGVD2013
Property Line
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9

SCHEDULE B

1. Kenora Zoning By-law 101-2015 designation: Zoning- City of Kenora
2. Kenora Official Plan (2015) designation: Official Plan- City of Kenora
3. Kenora Community Improvement Plan (2026) designation: CIP- City of Kenora


HC
R2
R2
R3[49]
R2
R2
R2
R2
R3
R2
R3
N
HC
HC
HC


CD
ES
N
HWY 17 E
Official Plan Kenora 2015 April
LandUse
Commercial Development Area
Established Area
Property Line
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9


N
5th St S
HWY 17 E
Property Line
Community Improvement Plan 2026 Designation
Commercial Area
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9

SCHEDULE C

1. Site Servicing


N
5th St S
HWY 17 E
Sanitary Sewer Point
Sanitary Sewer Line
Water Point
Water Line
Property Line
Location of Water and Sanitary Sewer Service
150 mm Water Main
200 mm Sanitary Sewer Gravity
City of Kenora
Engineering
60 Fourteenth St N
Kenora, ON P9N 4M9