

For Sale = 240 Units for Development

1400 Bath Road

Kingston, ON

Land Acquisition Opportunity

DAVID BREDA
Sales Representative
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Offering Summary

We are pleased to bring to market a zoned development opportunity in central Kingston. The property has been approved for 240 units across 4 buildings on the 10.25 acre site. The property benefits from being surrounded by commercial amenities, on the arterial Bath Road. This site will provide future residences with great access to all that Kingston has to offer.

Property Highlights

ASKING PRICE	\$ 3,990,000.00
TAXES (EST. 2023)	\$ 28,743.12

COMMENTS

- Walking Distance to Frontenac mall, restaurants, public transportation and parks.
- Rezoning has been approved for 240 units.
- Work has been started for SPA, see data room for details.
- Rental demand continues to be strong.
- Kingston vacancy rate 0.8%
- Proposed amendment to zoning by-law 2022-62 would allow an increased height for the site of 12 storeys
- Possible Joint Venture Opportunity

*Sign attached CA & return to <u>dbreda@brixtonre.com</u> to receive access to the data room.

The information Listed herein has been obtained from sources we believe to be reliable, we accept no responsibility for it's correctness.



Area Map

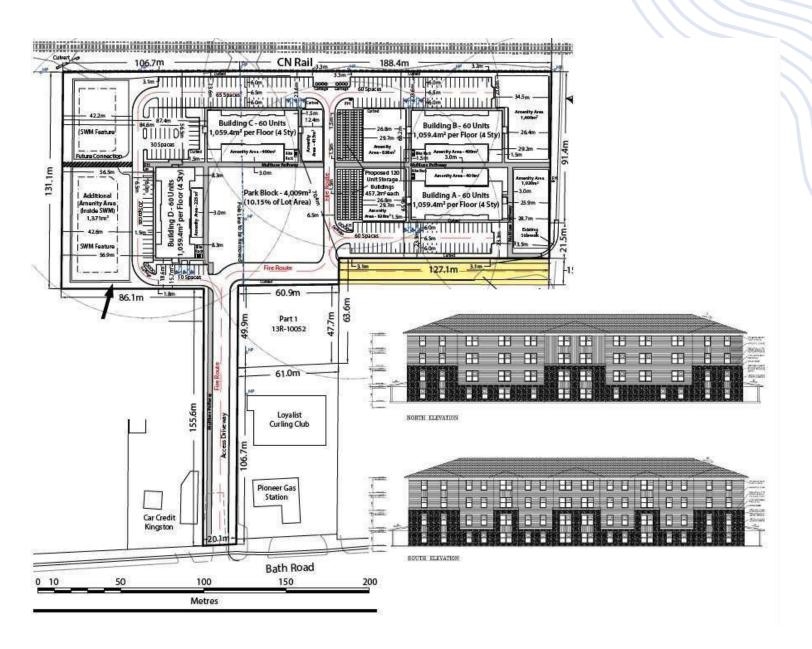


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Site Plan

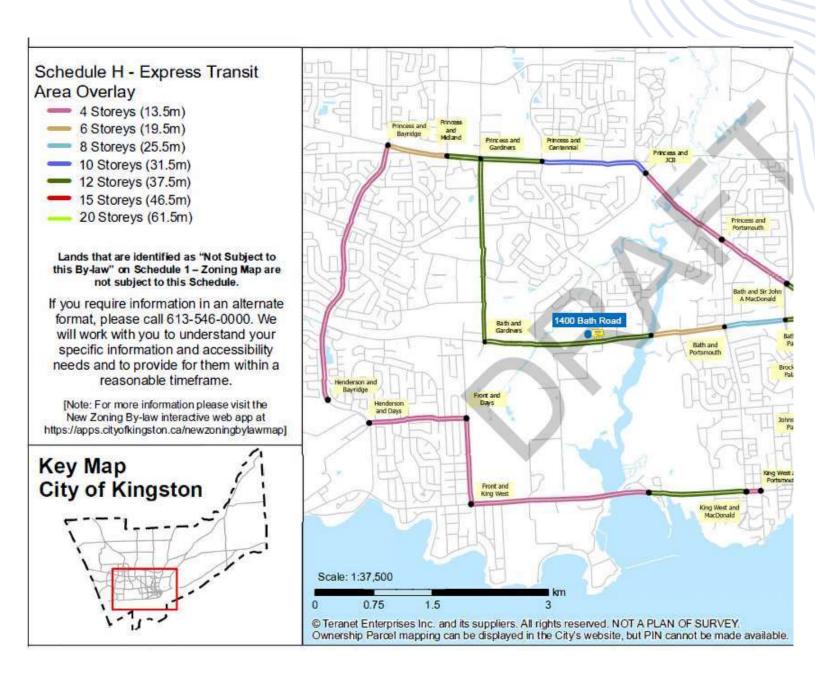


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Express Transit Route Map



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BRIXTON" CONFIDENTIALITY AGREEMENT

Re: 1400 Bath Road Kingston, Ontario (the "Property")
We, (the "Party"), have requested from Brixton Commercial Realty, Brokerage (the "Advisor") confidential information relating to the Property.
For good and valuable consideration provided by the Advisor (including, without limitation, the delivery of Marketing material), the receipt and
sufficiency of which consideration is hereby acknowledged, we agree with the Advisor to comply with all of the provisions of this Agreement. We and our Representatives (as defined below) shall keep confidential any and all Confidential Information (as defined below) and shall not disclose any Confidential Information to any Person other than our Representatives. We and our Representatives shall utilize Confidential Information only to evaluate our potential purchase of the Property from the Seller (the "Proposed Transaction"). "Confidential Information" means all information (whether in oral, graphic, written or electronic form) relating to the Seller or the Property that is not publicly available other than as a result of breach of this Agreement (including without limitation, the leases for the Property) and all analyses, summaries, compilations, data, notes, studies and other documents or records prepared by us or our Representatives containing or based upon, in whole or in part, any such information. "Person" means any individual, corporation, company, trust, group, partnership, government, government's agency or authority, or any other entity whatsoever.
We may disclose Confidential Information to our officers, directors, employees, legal advisors and financial advisors (collectively,
"Representatives") only to the extent they need to have such Confidential Information for the purpose of evaluating the Proposed Transaction. We shall inform each such Representative of the provisions of this Agreement and we shall cause such Representative to comply with all provisions of this Agreement. We shall be responsible for any acts or omissions of our Representatives which constitute a breach of this Agreement.
We agree that we will not, without the prior written consent of the Advisor, disclose to any other Person other than Representatives the fact
that any Confidential Information has been made available to it, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Property or the Proposed Transaction, or any of the terms, conditions or other facts with respect thereto (including the status of such discussions or negotiations thereof).
We agree that, upon request, we and our Representatives shall destroy all Confidential Information (including the Marketing material) and, if
the Seller so requests it, shall provide the Seller with written confirmation of compliance with this requirement. We also agree that we and our Representatives shall not use the Confidential Information in any way detrimental to the Seller, any parties assisting the Seller or any tenant of the Seller.
We agree that the Confidential Information is subject to limitations on liability and disclaimers for the protection of the Seller and we and our
Representatives are bound by such provisions as follows: The Confidential Information has been obtained from various sources considered reliable. The Advisor cannot make any representations, declarations or warranties, expressed or implied, as to the accuracy or completeness of the information or statements contained therein or otherwise, and such information or statements should not be relied upon by prospective Purchasers without independent investigation and verification. The Advisor expressly disclaim any and all liability for any errors or omissions in the Confidential Information. The Confidential Information is provided as a convenience only without representation or warranty as to its accuracy or completeness and should not be relied upon by prospective Purchasers without independent investigation and verification.
We agree to indemnify and save harmless the Seller, any tenant of the Property and the Advisor from all claims, losses, damages and
liabilities whatsoever (including legal fees and disbursements) arising out of a breach by us or any of our Representatives of this Agreement. In addition, we agree that monetary damages will not be a sufficient remedy and that the Seller and the Advisor shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.
We shall not, without the prior written consent of the Advisor, which consent may withhold in its sole discretion: a) utilize any Confidential
Information to circumvent or compete with the Advisor on this specific Property, and b) utilize information lawfully furnished or disclosed to the Party by a non-party to this Agreement without any obligation of confidentiality and through no wrongful act of the recipient Party, or information independently developed relative to the Property, to circumvent or compete with the Advisor on this specific Property.
This Confidentiality Agreement shall be binding upon the undersigned and all of our subsidiaries, affiliates and/or related Persons and shall
be governed by the laws of Ontario. All obligations of confidentiality and all restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years following the execution date of this Agreement.
The undersigned confirms that they were introduced to the Property by or through David Santo Breda of Brixton Commercial Realty.
DATED this day of, 2025. Party (Company Name):
Per:

TitleI/We have the authority to bind the Corporation

Name