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November 15, 2016

Our File No.: PADEC81

By Email: *cmills@millერთhompson.com*

MILLER THOMSON *LLP*
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P.O. Box 1011
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Attention: Craig A. Mills

- and -

Parties listed in ATTACHMENT 1


Dear Counsel, Sirs and Mesdames:

Re: Marshallzehr Group Inc. et al v. 2131059 Ontario Inc.
Our Clients: Paladin Developments Consultants Inc., Hewitt's Creek Management Inc. and Innis Shore Management Inc.
Court File No.: CV-15-10951-00CL

Please find enclosed the responding Motion Record on behalf of Paladin Developments Consultants Inc., Hewitt's Creek Management Inc. and Innis Shore Management Inc., returnable November 16, 2016.

Yours truly,

DEVRY SMITH FRANK *LLP*



David S. White, Q.C.
DSW/jrg
Encl.

ATTACHMENT 1

AND TO: **COLLINS BARROW TORONTO LIMITED**

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

BETWEEN:

MARSHALLZEHR GROUP INC. and THE BANK OF NOVA SCOTIA TRUST
COMPANY

Applicants

- and -

2131059 ONTARIO LIMITED

Respondent

RESPONDING MOTION RECORD

(returnable November 16, 2016)

Date: November 15, 2016

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(LSUC #: 12676S)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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BETWEEN:

MARSHALLZEHR GROUP INC. and THE BANK OF NOVA SCOTIA TRUST
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Applicants

- and -

2131059 ONTARIO LIMITED

Respondent

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Tab No.	Document
A.	Responding Notice of Motion
1.	Ontario Municipal Board Decision, issued October 9, 2015
2.	Minutes of Settlement
3.	Innis Shore Cost Sharing Agreement, dated January 19, 1999
4.	Hewitt's Creek Cost Sharing Agreement, dated April 30, 1997
5.	Notice dated November 8, 2002
6.	Amending Agreement
7.	Ontario Municipal Board Decision dated May 11, 2012

Tab A

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

BETWEEN:

MARSHALLZEHR GROUP INC. and THE BANK OF NOVA SCOTIA TRUST
COMPANY

Applicants

- and -

2131059 ONTARIO LIMITED

Respondent

**RESPONDING NOTICE OF MOTION
(returnable November 16, 2016)**

Paladin Development Consultants Inc., Hewitt's Creek Management Inc. and Innis Shore Management Inc. will respond to the motion by Collins Barrow Toronto Limited to the court on **November 16, 2016 at 10:00 a.m.**, or as soon as after that time as the motion can be heard at 330 University Avenue, Toronto.

THE RESPONSE TO MOTION IS FOR:

1. An Order directing that the Notice registered by Paladin Development Consultants Inc. on November 8, 2002, as Instrument No. SC70752 remain on title, and not be expunged or discharged, as requested by the moving party.

THE GROUNDS FOR NOTICE OF RESPONSE ARE:

1. The "Purchased Assets" are development lands in the City of Barrie that received certain development approvals, pursuant to an Ontario Municipal Board Order, issued on the 9th of October 2015, a copy is attached hereto as Tab 1.
2. The Order was granted on the condition that certain cost sharing matters had been resolved by a Minutes of Settlement. A copy of the Minutes of Settlement is attached hereto as Tab 2.

3. The Minutes of Settlement noted the Purchased Assets were lands that are subject to the Innis Shore Cost Sharing Agreement, dated January 19, 1999, and the Hewitt's Creek Cost Sharing Agreement, dated April 30, 1997. Copies of these agreements are attached hereto as Tabs 3 and 4.
4. Notice of these agreements was registered on Title on November 8, 2002 as Instrument No. SC70752, a copy of the notice is attached hereto as Tab 5.
5. Paladin Development Consultants Inc. the original Trustee that was replaced by Innis Shore Management Inc. and Hewitt's Creek Management Inc. in 2002. The amending agreement is attached hereto as Tab 6.
6. Innis Shore Management Inc. and Hewitt's Creek Management Inc. were recognized as the Trustees of the Cost Sharing Agreements by the Ontario Municipal Board in its decision dated May 11, 2012, a copy of which is attached hereto as Tab 7.
7. The Cost Sharing Agreements are not encumbrances but are development obligations that only arise if the lands are developed utilizing municipal infrastructure that was constructed pursuant to the Cost Sharing Agreements.
8. It is in the public interest that any purchaser of the subject lands have a notice of the Cost Sharing Agreements.
9. To expunge notice of these Agreements is highly prejudicial to the members of the cost sharing groups, and could result in unjust enrichment to any purchaser.
10. Such further and other grounds as to this court may seem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- a) The Ontario Municipal Board Decision dated October 9, 2015;
- b) Minutes of Settlement;
- c) Innis Shore Cost Sharing Agreement and Hewitt's Creek Cost Sharing Agreement;
- d) Notice registered on Title dated November 8, 2002;

- e) Amending Agreement; and
- f) OMB Decision dated May 11, 2012.

Date: November 15, 2016

DAVID S. WHITE Q.C.
(LSUC #: 12676S)

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Consultants Inc., Hewitt's Creek
Management Inc. and Innis Shore
Management Inc.*

Tab 1

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: October 9, 2015

CASE NO.:

PL111099

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 2131059 Ontario Limited (Baywood Homes)
Subject: Request to amend the Official Plan - Refusal of request by City of Barrie

Existing Designation: Low Density Residential
Proposed Designated: Medium Density Residential, High Density Residential and Neighbourhood Commercial

Purpose: To permit the development of the property with a variety of housing forms

Property Address/Description: Lot 16, Conc. 12
Municipality: City of Barrie
Approval Authority File No.: OPA #2
OMB Case No.: PL111099
OMB File No.: PL111099
OMB Case Name: 2131059 Ontario Limited v. Barrie (City)

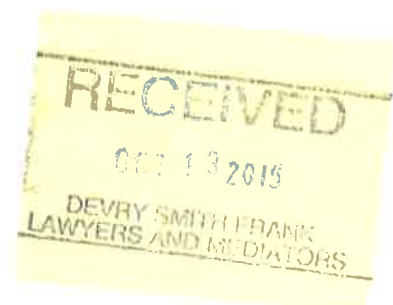
PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 2131059 Ontario Limited (Baywood Homes)
Subject: Application to amend Zoning By-law No. 85-95 and 2009-141 - Refusal or neglect of City of Barrie to make a decision

Existing Zoning: OS, EP, R2 (SP-238, SP-244, SP-248, SP-249), RM2-TH, and C5

Proposed Zoning: OS, EP, RM2-TH SP, RA1 SP, and RA2 SP
Purpose: To permit the development of the property with a variety of housing forms

Property Address/Description: Lot 16, Conc. 12
Municipality: City of Barrie
Municipality File No.: D14-1491
OMB Case No.: PL111099
OMB File No.: PL111101



PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	2131059 Ontario Limited (Baywood Homes)
Subject:	Proposed Plan of Subdivision - Failure of City of Barrie to make a decision
Purpose:	To permit a proposed plan of subdivision
Property Address/Description:	Lot 16, Conc. 12
Municipality:	City of Barrie
Municipality File No.:	D13-393
OMB Case No.:	PL111099
OMB File No.:	PL111100

BEFORE:

C. CONTI)	Friday, the 9th
MEMBER)	
)	day of October, 2015

THIS MATTER having come on for public hearing and after the hearing, the Board in its Decision issued November 22, 2013 approved the Amendment to the Official Plan, Zoning By-law Amendment, the Plan of Subdivision and the proposed conditions of draft plan approval in principle and withheld the final order approving the planning instruments until the final version of the Zoning By-law Amendment is received and until after the appeal related to the cost sharing matter has been heard and determined;

AND THE BOARD having been advised that the cost sharing matter has been resolved and have received the final version of the Zoning Amendment;

THE BOARD ORDERS that the Official Plan Amendment, as attached as Schedule 'A', the Zoning By-law Amendment, as attached as Schedule 'B', the Plan of Subdivision, as attached as Schedule 'C', and the Draft Conditions, attached as Schedule 'D' are approved and that the final approval of the plan of subdivision is to be given by the City of Barrie pursuant to Section 51(56.1) of the *Planning Act*.

A handwritten signature in black ink, appearing to read "Jeanne Hays". The signature is written in a cursive style with a period at the end.

SECRETARY

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario

Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

SCHEDULE A

**AMENDMENT NO. 2
TO THE
CITY OF BARRIE
OFFICIAL PLAN**

PART B - THE AMENDMENT

DETAILS OF THE AMENDMENT

That the Official Plan be amended as follows:

1. Schedule A – Land Use is hereby amended by designating certain lands from Residential, Environmental Protection and Open Space on Part of the South Half of Lot 126, Concession 12, Former Innisfil to Residential, Environmental Protection and Open Space as illustrated on Attachment 1 to this Amendment.
2. Schedule C – Defined Policy Areas is hereby amended by identifying Defined Policy Area CC on Part of the South Half of Lot 126, Concession 12, Former Innisfil as illustrated on Attachment 2 to this Amendment.
3. Section 4.8 of the City of Barrie Official Plan is hereby amended by adding Section 4.8.XX as follows:

4.8.XX Defined Policy Area XX (OPA No. 2)

Lands shown on Schedule C located at Part of the South Half of Lot 16, Concession 12, Former Innisfil, identified as within 500 metres of the intersection of Maplevue Drive East and Yonge Street, shall be permitted a maximum density of 120.7 units per hectare to a maximum of 818 units. A minimum of 750 square metres of convenience commercial uses shall be provided on the ground floor of one of the apartment buildings in a location that is clearly visible and in the vicinity of the intersection of Street A with Maplevue Drive East. Furthermore, additional convenience commercial uses are permitted in addition to the minimum requirement of 750m² and can be located in the various apartment buildings located throughout the Defined Policy Area.
4. Section 4.2.2.1 of the City of Barrie Official Plan is hereby amended by deleting a portion of Section 4.2.2.1(f) shown in strikethrough as follows:

(f) Notwithstanding (d) above, within high density apartment buildings, accessory service oriented commercial uses such as convenience store, personal service store, and dry-cleaning distribution outlet, shall be permitted ~~provided that the commercial uses do not occupy an area in excess of 25% of~~ on the ground floor area of the building.
5. Schedule 2 – Innis-Shore Secondary Plan Land Use Concept Plan is hereby amended by designating Part of the South Half of Lot 126, Concession 12, Former Innisfil lands as High Density Residential, Medium Density Residential, and Environmental Protection Area as illustrated on Attachment 3 to this Amendment.
6. Section 2.3.2.2 of the Innis-Shore Secondary Plan is hereby amended by the addition of Section 2.3.2.2 (e) as follows:

2.3.2.2 Housing

(e) To permit high density housing as permitted by the Official Plan on lands within 500 metres of the intersection of Maplevue Drive East and Yonge Street.
7. Add Section 2.4.2 (d) to the Innis-Shore Secondary Plan as follows:

2.4.2 Residential

- (d) Notwithstanding the policies of Section 2.4.1 (b), and Section 2.4.2 (a) and (b), high and medium density residential units will be permitted for those lands within Part of the South Half of Lot 16, Concession 12, Former Innisfil at a maximum density of 120.7 units per net hectare to a maximum of 818 units for those lands that are within 500 metres of the intersection of Mapleview Drive East and Yonge Street. The remainder of the lands designated as Residential for the subject parcel will be permitted to develop at a density of 53-59 units per net hectare to a maximum of 423 units.

8. Add Section 2.4.5 (d) to the Innis-Shore Secondary Plan as follows:

- (d) A residential block located at the southeast corner of Part of the South Half of Lot 16, Concession 12, Former Innisfil is zoned Institutional and is intended for seniors housing.

9. Section 2.5.1.1(i) of the Innis-Shore Secondary Plan is hereby amended by the revision to Section 2.5.1.1(i) as follows:

2.5.1.1 General Residential Policies

- (i) ...with the exception of that portion of Part of the South Half of Lot 16, Concession 12, Former Innisfil, located within 500 metres of the intersection of Mapleview Drive East and Yonge Street.

10. Section 2.5.1.2 of the Innis-Shore Secondary Plan is hereby amended by adding Section 2.5.1.2 (c) as follows:

Section 2.5.1.2 Specific Residential Policies

- (c) Medium and High Density Residential – Site Specific

For the purpose of the Mapleview Drive East development located in the southwest corner of the Innis-Shore Secondary Plan Area, legally described as Part of the South Half of Lot 16, Concession 12, Former Innisfil, medium density residential areas will be permitted at a range of 53 – 59 units per net hectare to a maximum of 423 units. High density residential areas, located within 500 metres of the intersection of Mapleview Drive East and Yonge Street, will be permitted at a maximum of 120.7 units per net hectare to a maximum of 818 units.

11. Section 2.5.1.4 of the Innis-Shore Secondary Plan is hereby amended by adding Section 2.5.1.4.1 as follows:

Section 2.5.1.4.1 Residential (Medium and High Density) Policies – Site Specific

- (a) Notwithstanding the policies of Section 2.5.1.4, within areas designated "Residential" (Medium Density) as shown on Schedule 2 – Land Use Concept Plan, the following policies shall apply as it refers to Part of the South Half of Lot 16, Concession 12, Former Innisfil:
 - (i) Permitted uses shall be limited to street, block, stacked and cluster (back-to-back and lane-based) townhouses, multiple family buildings, maisonette, and walk-up apartments.
 - (ii) The maximum height of buildings shall be 12 metres.

- (iii) Street, block, stacked, and cluster (back-to-back and lane-based) townhouses shall not contained more than eight (8) dwelling units in a row.
 - (iv) All development shall be subject to Site Plan Control.
 - (v) It is intended that multiple residential sites will be developed to a high standard of residential amenity and visual aesthetics.
 - (vi) Adequate on-site parking shall be provided as noted in an implementing site specific Zoning By-law Amendment.
- (b) Notwithstanding the policies of 2.5.1.4, within areas designated "Residential" (High Density) as shown on Schedule 2 – Land Use Concept Plan the following policies shall apply as it refers to Part of the South Half of Lot 16, Concession 12, Former Innisfil:
- (i) Permitted uses shall include street and cluster (back-to-back and lane-based) townhouses, walk-up apartments, low rise apartments, and apartment buildings.
 - (ii) The minimum height of buildings shall be 5 metres and the maximum height of buildings shall be 35 metres.
 - (iii) All development shall be subject to Site Plan Control.
 - (iv) It is intended that multiple residential sites will be developed to a high standard of residential amenity and visual aesthetics.
 - (v) Convenience commercial uses shall be encouraged to locate on the subject lands within the apartment buildings. A minimum of 750 square metres of convenience commercial uses shall be provided on the ground floor of one of the apartment buildings in a location that is clearly visible and in the vicinity of the intersection of Street A with Maplevue Drive East.
 - (vi) Adequate on-site parking shall be provided as noted in an implementing site specific Zoning By-law Amendment.
 - (vii) High density blocks fronting onto Maplevue Drive East shall be designed to ensure a proper interface with the arterial road.

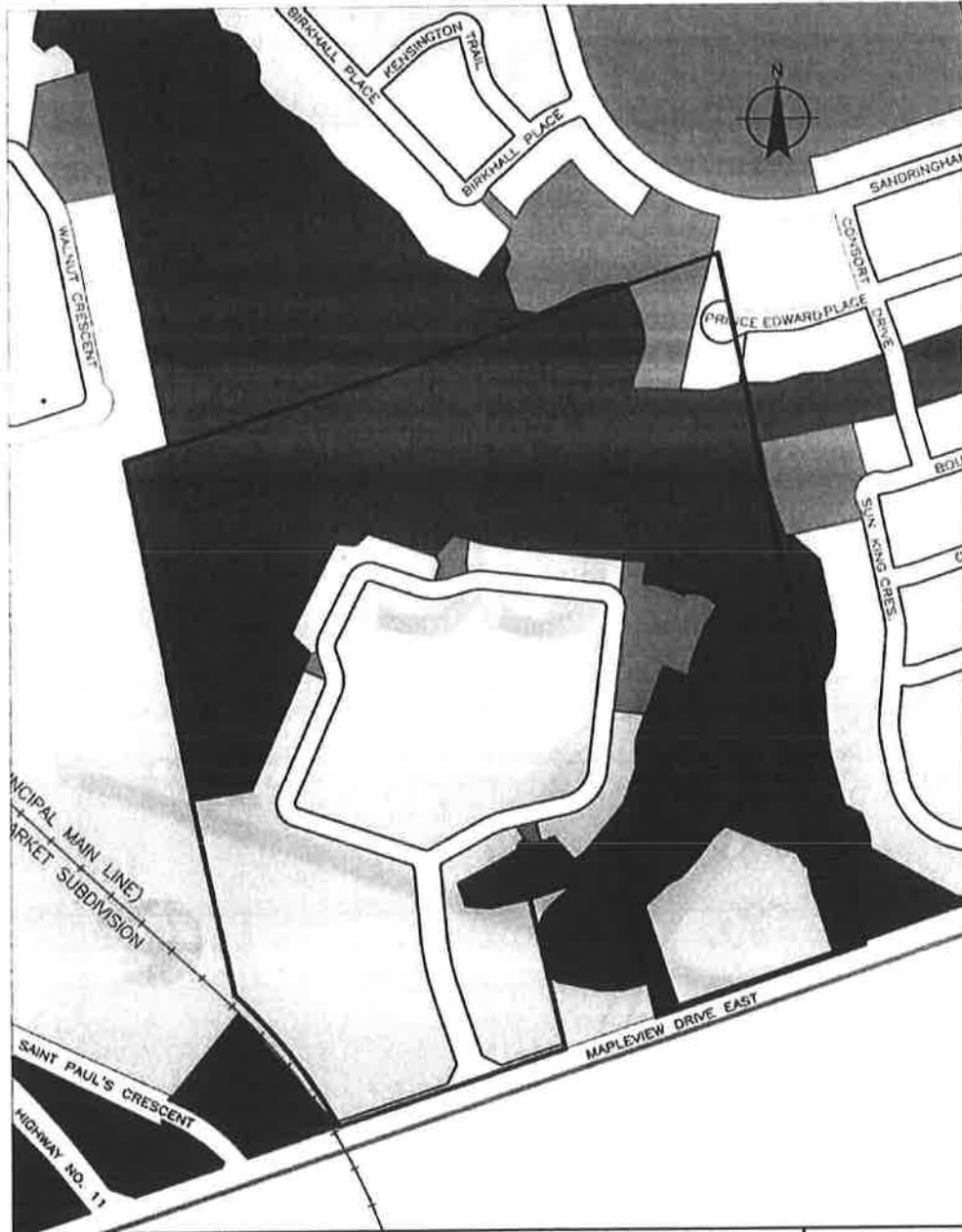
IMPLEMENTATION

The implementation measures as outlined in Section 6.11.1 of the Official Plan apply to this Amendment, and Amendment to the Zoning By-law will also be required.

INTERPRETATION






The Interpretation provisions of Section 7 of the Official Plan apply to this Amendment.






**ATTACHMENT 1
OFFICIAL PLAN
SCHEDULE A – LAND USE**



The City of
BARRIE
OFFICIAL PLAN
OPA 2

-  Residential
-  City Centre
-  General Commercial
-  Community Centre Commercial
-  Regional Centre Commercial
-  Resident Park
-  General Residential

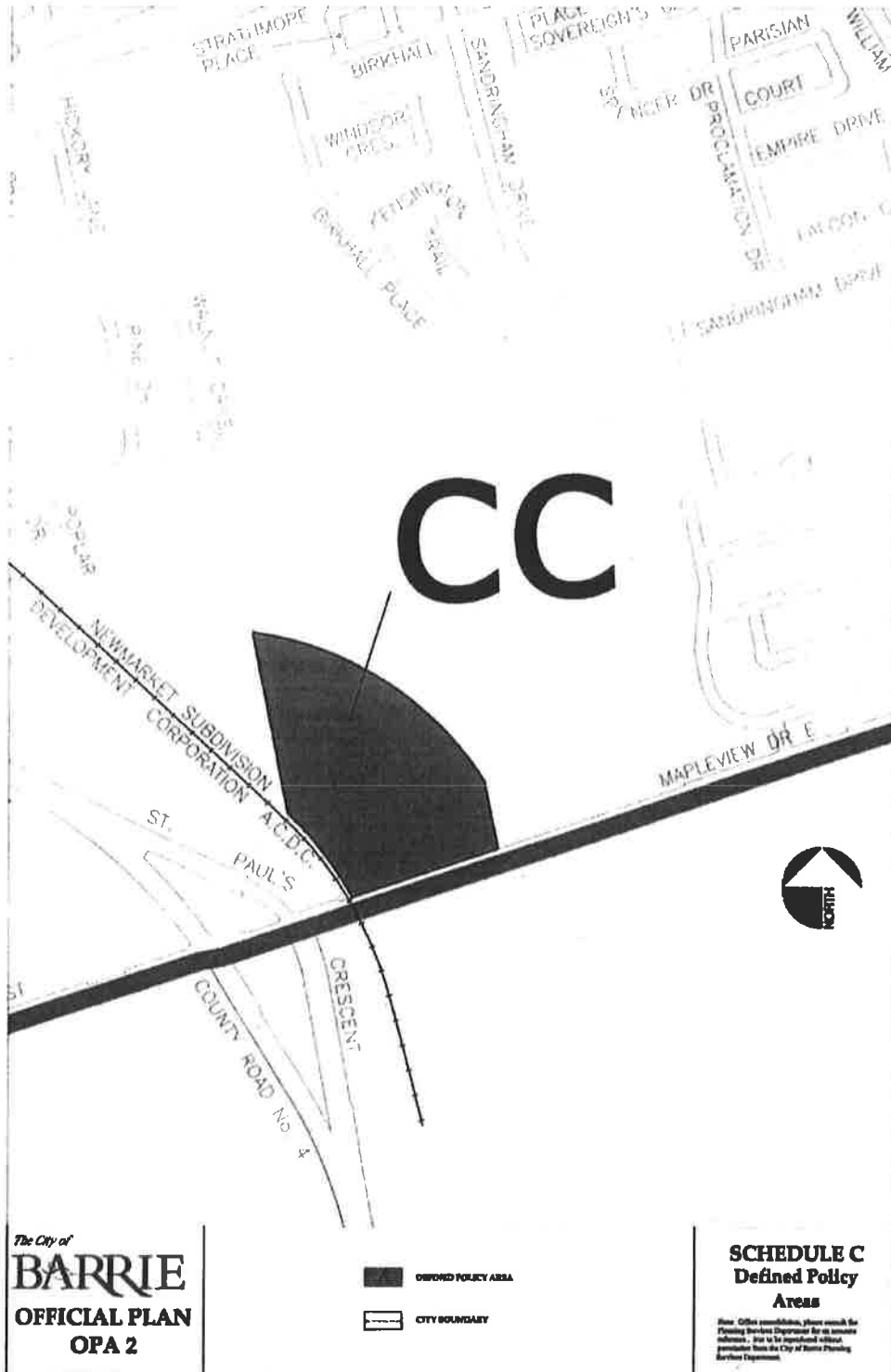
-  Highway 26 Industrial
-  Industrial Residential
-  Institutional
-  Educational Institutional
-  Major Institutional
-  Open Space
-  Environmental Protection Area

-  Water Treatment Centre
-  Waste Management Facility
-  Public Urban
-  Waste Disposal Assessment Area
see Schedule 6.7.2.4 Use Conditions
-  City Boundary

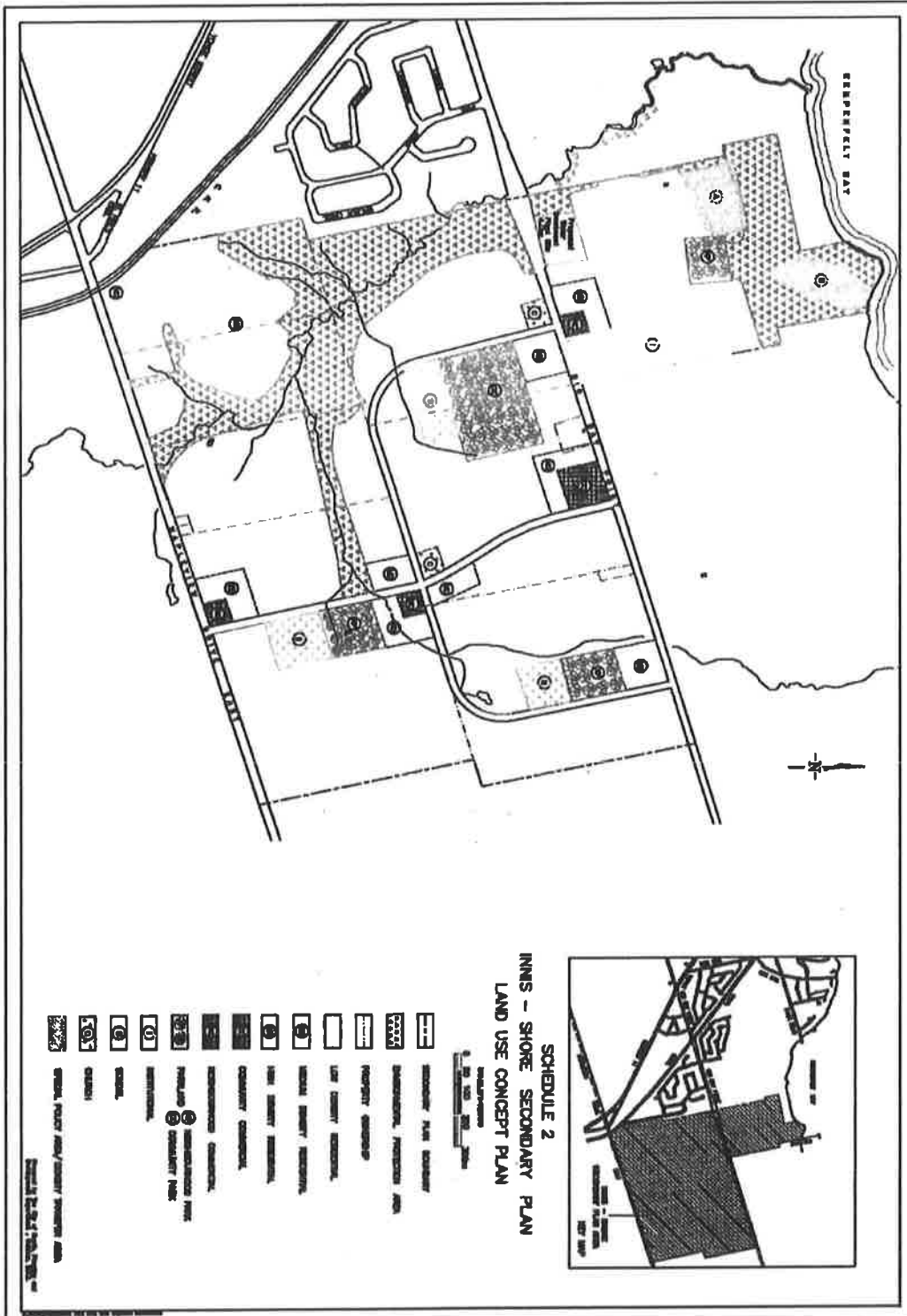
**SCHEDULE A
Land Use**

Note: Other municipalities, please consult the Planning Services Department for an accurate address. Use to be approved within jurisdiction from the City of Barrie Planning Services Department.

**ATTACHMENT 2
OFFICIAL PLAN
SCHEDULE C – DENFINED POLICY AREA**



**ATTACHMENT 3
INNIS-SHORE SECONDARY PLAN
SCHEDULE 2 – LAND USE CONCEPT**



SCHEDULE B

BY-LAW NUMBER 2015-

A By-law of The Corporation of the City of Barrie to amend By-law 2009-141, a land use control by-law to regulate the use of land, and the erection, use, bulk, height, location and spacing of buildings and structures in the City of Barrie.

WHEREAS the Ontario Municipal Board issued an Order on _____ that By-law 2009-141 be amended to rezone Part of South Half of Lot 16, Concession 12, formerly in the Township of Innisfil, now in the City of Barrie, County of Simcoe, from Open Space (OS), Environmental Protection (EP), Residential Detached Dwelling Second Density Special (R2 SP-238, R2 SP-243, R2 SP-244, R2 SP-248, R2 SP-249, R1 and R2), Residential Multiple Dwelling Second Density Townhouse Special (RM2-TH SP-239) and Convenience Commercial (C5), to Residential Detached Dwelling Second Density (R2), Residential Detached Dwelling Second Density Special (R2 SP-249), Residential Multiple Dwelling Second Density Special (RM2 SP-488), (RM2 SP-489), (RM2 SP-490), Residential Apartment Second Density Special (RA2-1 SP-491), Institutional (I), Open Space (OS) and Environmental Protection (EP).

NOW THEREFORE the following is enacted:

1. **THAT** the zoning map is amended to change the zoning of Part of South Half of Lot 16, Concession 12, formerly in the Township of Innisfil, now in the City of Barrie, County of Simcoe, from Open Space (OS), Environmental Protection (EP), Residential Detached Dwelling Second Density Special (R2 SP-238, R2 SP-243, R2 SP-244, R2 SP-248, R2 SP-249, R1 and R2), Residential Multiple Dwelling Second Density Townhouse Special (RM2-TH SP-239) and Convenience Commercial (C5), to Residential Detached Dwelling Second Density (R2), Residential Detached Dwelling Second Density Special (R2 SP-249), Residential Multiple Dwelling Second Density Special (RM2 SP-488), (RM2 SP-489), (RM2 SP-490), Residential Apartment Second Density Special (RA2-1 SP-491), Institutional (I), Open Space (OS) and Environmental Protection (EP) in accordance with Schedule "A" attached to this By-law being a portion of the zoning map.
2. **THAT** notwithstanding anything to the contrary in By-law 2009-141, or the special provisions permitted for Residential Multiple Dwelling Second Density Special (RM2 SP-488), (RM2 SP-489), (RM2 SP-490), Residential Apartment Second Density Special (RA2-1 SP-491), Residential zoned lands within 500 metres of the intersection of Mapleview Drive East and Yonge Street shall be permitted an overall maximum density of 120.7 per hectare to a maximum of 818 units, all other Residential zoned lands are permitted to develop at an overall maximum density of 53-59 units per hectare to a maximum of 423 units as detailed in Site Specific Official Plan Amendment No. 2.
3. **THAT** notwithstanding anything to the contrary in By-law 2009-141, a private road shall be deemed to be a street for the purpose of determining performance standards as defined in this By-law or By-law 2009-141.
4. **THAT** notwithstanding the provisions set out in Section 4.6.2, parking spaces shall be provided on the same lot as the building or use for which they are located with

visitor parking provided on the street, within a parking structure and/or defined parking areas.

5. **THAT** notwithstanding the provisions set out in Section 4.6.1 of By-law 2009-141, parking shall be provided at 1 space per dwelling unit in the Residential Multiple Dwelling Second Density Special (RM2 SP-488) Zone. All other permitted uses shall conform to the provisions under Section 4.6.1 of By-law 2009-141.
6. **THAT** notwithstanding the provisions set out in Section 4.6.1 of By-law 2009-141, parking shall be provided at 1.25 spaces per dwelling unit (1 for dwelling unit and 0.25 for visitors) in the Residential Multiple Dwelling Second Density (RM2 SP-489) Zone. All other permitted uses shall conform to the provisions under Section 4.6.1 of By-law 2009-141.
7. **THAT** notwithstanding the provisions set out in Section 4.6.1 of By-law 2009-141, parking shall be provided at 1.25 spaces per dwelling unit (1 for dwelling unit and 0.25 for visitors) for the Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane-Based) Townhouse Development and Block/Cluster/Stacked Townhouse Development in the Residential Multiple Dwelling Second Density (RM2 SP-490) Zone. All other permitted uses shall conform to the provisions under Section 4.6.1 of By-law 2009-141.
8. **THAT** notwithstanding the provisions set out in Section 4.6.1 of By-law 2009-141, parking shall be provided at 1.35 spaces per dwelling unit (1.25 for dwelling unit and 0.10 for visitors) for walk-up apartments and low rise apartments in the Residential Multiple Dwelling Second Density Special (RM2 SP-490) Zone. All other permitted uses shall conform to the provisions under Section 4.6.1 of By-law 2009-141.
9. **THAT** notwithstanding the provisions set out in Section 4.6.1 of By-law 2009-141, parking shall be provided at 1.35 spaces per dwelling unit (1.25 for dwelling unit and 0.10 for visitors) in the Residential Apartment Second Density Special (RA2-1 SP-491) Zone. All other permitted uses shall conform to the provisions under Section 4.6.1 of By-law 2009-141.
10. **THAT** notwithstanding the provisions set out in Section 5.2.1 of By-law 2009-141, Street Townhouse Development shall be the only permitted uses in the Residential Multiple Dwelling Second Density Special (RM2 SP-488) Zone.
11. **THAT** notwithstanding the provisions set out in Section 5.2.1 of By-law 2009-141, Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane-Based) Townhouse Development and Block/Cluster/Stacked Townhouse Development shall be the only permitted uses in the Residential Multiple Dwelling Second Density Special (RM2 SP-489) Zone.
12. **THAT** notwithstanding the provisions set out in Section 5.2.1 of By-law 2009-141, Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane Based) Townhouse Development, Block/Cluster/Stacked Townhouse Development, Walk-up Apartment Dwellings and Low Rise Apartment Dwellings shall be the only permitted uses in the Residential Multiple Dwelling Second Density Special (RM2 SP-490) Zone.

13. **THAT** notwithstanding the provisions set out in Section 5.2.1 of By-law 2009-141, Walk-up Apartment Dwellings, Low Rise Apartment Dwellings, Apartment Dwellings, a Parking Structure and Commercial shall be the only permitted uses in the Residential Apartment Second Density Special (RA2-1 SP-491) Zone.
14. **THAT** notwithstanding the provisions set out in Section 5.2.6 of By-law 2009-141 a minimum area of 750 square metres of consolidated ground floor commercial uses shall be required in the Residential Apartment Second Density Special (RA2-1 SP-491) Zone. A maximum ground floor commercial coverage shall not be applied.
15. **THAT** notwithstanding the definitions set out in Section 3.0 of By-law 2009-141, the following definitions shall apply to the Residential Multiple Dwelling Second Density Special RM2 (SP-488), RM2 (SP-489), RM2 (SP-490) Zones and the Residential Apartment Second Density Special RA2-1 (SP-491) Zone:

Dwelling, Low Rise Apartment

shall mean a residential building, 4-6 storeys in height, containing 5 or more dwelling units, each of which shall have access from an internal-corridor system.

Dwelling, Walk-Up Apartment

shall mean a multiple dwelling up to 4 storeys in height with or without a common enclosed corridor system.

Dwelling Unit Access

shall mean the primary front access to a residential dwelling unit from either a public street, a private street, and/or a public open space or outdoor amenity space area.

Outdoor Amenity Space Area

shall mean a common consolidated area that may or may not be located on the lot for which the amenity space is required, and is not subject to setback standards of this By-law or By-law 2009-141.

Parking Structure

shall mean a multi-storey structure where two or more floors are devoted to vehicle parking and where the structure is subordinate and incidental to the principle use of the building, structure or lot. A portion of the structure can also be used for the parking of vehicles for gain or profit which are not subordinate or incidental to the principle use of the building, structure or lot.

Townhouse Development, Block/Cluster (Back-to-Back)

shall mean a residential building containing a minimum of 4 and a maximum of 16 units, having attached units separated by a common rear and side wall above grade, and whereby each unit faces away from each other. Each unit will have an independent entrance from the outside accessed through the front elevation or

exterior side elevation of the dwelling unit, and a garage accessed through the front elevation of the dwelling unit.

Townhouse Development, Block/Cluster (Lane Based)

shall mean a minimum of 3 residential dwelling units which are attached at the main wall above and below grade and which may be accessible from the rear of the lot via a rear lane.

Townhouse Development, Stacked

shall mean either block/cluster townhouse development or street townhouse development in which 1 unit is located above another unit, no more than 4 storeys in height with no common enclosed corridor system. Attached units can also be separated by a common rear side wall whereby each unit faces away from each other.

16. **THAT** notwithstanding the definitions set out in Section 3.0 of By-law 2009-141, the following revised definition shall apply to the development concept for Residential Multiple Dwelling Second Density Special RM2 (SP-488), RM2 (SP-489), RM2 (SP-490) Zones and the Residential Apartment Second Density Special RA2-1 (SP-491) Zone:

Lot Coverage

shall mean that percentage of the total lot area covered by buildings, including accessory buildings above finished grade level, with the exception of porches.

17. **THAT** notwithstanding the provisions set out in Section 5.2.5.1 of By-law 2009-141, a maximum density of 60 units per net hectare of Street Townhouse Development is permitted in the Residential Multiple Dwelling Second Density Special (RM2 SP-488) Zone provided the maximum density and unit count permitted by Site Specific Official Plan Amendment 2, as described in Section 2 of this By-law, is not exceeded.
18. **THAT** notwithstanding the provisions set out in Section 5.2.5.1 of By-law 2009-141, a maximum density of 110 units per net hectare of Block/Cluster (Back-to-Back), Block/Cluster (Lane-Based) Townhouse Development, and Block/Cluster/Stacked Townhouse Development is permitted in the Residential Multiple Dwelling Second Density Special (RM2 SP-489) Zone provided the maximum density and unit count permitted by Site Specific Official Plan Amendment 2, as described in Section 2 of this By-law, is not exceeded.
19. **THAT** notwithstanding the provisions set out in Section 5.2.5.1 of By-law 2009-141, a maximum density of 200 units per net hectare is permitted in the Residential Multiple Dwelling Second Density Special (RM2 SP-490) Zone provided the maximum density and unit count permitted by Site Specific Official Plan Amendment 2, as described in Section 2 of this By-law, is not exceeded.
20. **THAT** notwithstanding anything to the contrary in By-law 2009-141, a maximum density of 275 units per net hectare is permitted in the Residential Apartment Second

Density Special (RA2-1 SP-491) Zone provided the maximum density and unit count permitted by Site Specific Official Plan Amendment 2, as described in Section 2 of this By-law, is not exceeded.

21. **THAT** notwithstanding the provisions set out in Section 5.2.5.2 of By-law 2009-141, a minimum outdoor amenity area of 5 square metres per unit shall be required in the Residential Multiple Dwelling Second Density Special (RM2 SP-489) Zone.
22. **THAT** notwithstanding the provisions set out in Section 5.2.5.2 of By-law 2009-141, a minimum outdoor amenity area of 5 square metres per unit shall be required of the Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane Based) Townhouse Development, Block/Cluster/Stacked Townhouse Development and Walk-up Apartment Dwellings; and 1 square metre per unit shall be required of the Low Rise Apartment Dwellings in the Residential Multiple Dwelling Second Density Special (RM2 SP-490) Zone.
23. **THAT** notwithstanding the provisions set out in Section 5.2.5.2 of By-law 2009-141, a minimum outdoor amenity area of 5 square metres per unit shall be required of the Walk-up Apartment Dwellings in the Residential Apartment Second Density Special RA2-1 (SP-491) Zone.
24. **THAT** notwithstanding the provisions set out in By-law 2009-141, a minimum driveway length of 6m per unit is required in the Residential Multiple Dwelling Second Density Special (RM2 SP-488), (RM2 SP-489), and (RM2 SP-490) Zones.
25. **THAT** notwithstanding the provisions set out in Section 5.3.3.2 of By-law 2009-141, Section 5.3.3.2(d), concerning landscape open space requirements for secondary means of access, does not apply to the Residential Multiple Dwelling Second Density Special (RM2 SP-488), (RM2 SP-489), (RM2 SP-490) Zones and the Residential Apartment Second Density Special (RA2-1 SP-491) Zone.
26. **THAT** notwithstanding the corresponding standards for Residential Zones set out in Section 5.3.1, Section 5.3.3.2 and Section 5.3.4.2, of By-law 2009-141, the following standards shall be permitted/required in the Residential Multiple Dwelling Second Density Special (RM2 SP-488) Zone:

Street Townhouse Development

Lot Area (min)	150 m ²
Lot Frontage (min)	6m
Front Yard (min)	4m to building face and 6 metres to front of an attached garage
Interior Side Yard (min)	1.2m
Exterior Side Yard (min)	3m
Rear Yard (min)	6m
Landscaped open space (min % of lot area)	25%
Lot Coverage (max % of lot area)	55%
Gross floor area (max % of lot area)	150%
Height of Main Building (max)	12m

27. **THAT** notwithstanding the corresponding standards for Residential Zones set out in Section 5.3.1, Section 5.3.3.2 and Section 5.3.4, of By-law 2009-141, the following standards shall be permitted/required for the units in the Residential Multiple Dwelling Second Density Special (RM2 SP-489) zone:

Block/Cluster (Back-To-Back) Townhouse Development

Lot Area (min)	90m ²
Lot Frontage (min)	6m
Front Yard (min)	4m to building face and 6 metres to front of an attached garage (18m to building faces where a private road exists, and 12m in all other circumstances)
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	70%
Gross floor area (max % of lot area)	180%
Height of Main Building (max)	12m

Block/Cluster (Lane Based) Townhouse Development

Lot Area (min)	90m ²
Lot Frontage (min)	4.5m
Front Yard (min)	3m
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	85%
Gross floor area (max % of lot area)	150%
Height of Main Building (max)	12m

Block/Cluster/Stacked Townhouse Development

Lot Area (min)	140m ²
Lot Frontage (min)	6.5m
Front Yard (min)	3m
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%

Lot Coverage (max % of lot area)	80%
Gross floor area (max % of lot area)	150%
Height of Main Building (max)	15m to a maximum of 4 storeys

Note: For the Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane Based) Townhouse Development, and Block/Cluster/Stacked Townhouse Development adjacent to the private road, setbacks are measured from the right-of-way of the private road. Where lots are adjacent to the park, the setbacks are measured from the established park property line.

28. **THAT** notwithstanding the corresponding standards for Residential Zones set out in Section 5.3.1, Section 5.3.3 and Section 5.3.4, of By-law 2009-141, the following standards shall be permitted/required in the Residential Multiple Dwelling Second Density Special (RM2 SP-490) zone:

Block/Cluster (Back-To-Back) Townhouse Development

Lot Area (min)	90m ²
Lot Frontage (min)	6m
Front Yard (min)	4m to building face and 6 metres to front of an attached garage (18m to building faces where a private road exists, and 12m in all other circumstances)
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	70%
Gross floor area (max % of lot area)	180%
Height of Main Building (max)	12m

Block/Cluster (Lane Based) Townhouse Development

Lot Area (min)	90m ²
Lot Frontage (min)	4.5m
Front Yard (min)	3m
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Interior Side Yard Shared Walls (min)	0m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	85%
Gross floor area (max % of lot area)	150%
Height of Main Building (max)	12m

Block/Cluster/Stacked Townhouse Development

Lot Area (min)	140m ²
Lot Frontage (min)	6.5m
Front Yard (min)	3m
Interior Side Yard (min)	1.2m (2.4m between buildings if no property line exists)
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	80%
Gross floor area (max % of lot area)	150%
Height of Main Building (max)	15m to a maximum of 4 storeys

Note: For the Block/Cluster (Back-to-Back) Townhouse Development, Block/Cluster (Lane Based) Townhouse Development, and Block/Cluster/Stacked Townhouse Development adjacent to the private road, setbacks are measured from the right-of-way of the private road. Where lots are adjacent to the park, the setbacks are measured from the established park property line.

Walk Up Apartment Dwellings

Lot Area (min)	450 m ²
Lot Frontage (min)	21m
Front Yard (min)	3m
Interior Side Yard (min)	0m
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	85%
Gross floor area (max % of lot area)	300%
Height of Main Building (max)	15m to a maximum of 4 storeys

Low Rise Apartment Dwelling

Lot Area (min)	720 m ²
Lot Frontage	21m
Front Yard (min)	3m
Interior Side Yard (min)	1.8m
Exterior Side Yard (min)	3m
Rear Yard (min)	7m
Landscaped open space (min % of lot area)	20%
Lot Coverage (max % of lot area)	65%
Gross floor area (max % of lot area)	235%
Height of Main Building (max)	23m to a maximum of 6 storeys

29. **THAT** notwithstanding the corresponding standards for Residential Zones set out in Section 5.3.1, Section 5.3.2, Section 5.3.3 and Section 5.3.5, of By-law 2009-141, the following standards shall be permitted/required in the Residential Apartment Second Density Special RA2-1 (SP-491) Zone:

Walk Up Apartment Dwelling

Lot Area (min)	450 m ²
Lot Frontage (min)	21m
Front Yard (min)	3m
Interior Side Yard (min)	0m
Exterior Side Yard (min)	1.2m
Rear Yard (min)	0m
Landscaped open space (min % of lot area)	10%
Lot Coverage (max % of lot area)	85%
Gross floor area (max % of lot area)	300%
Height of Main Building (max)	15m to a maximum of 4 storeys

Low Rise Apartment Dwelling

Lot Area (min)	720 m ²
Lot Frontage (min)	21m
Front Yard (min)	3m
Interior Side Yard (min)	1.8m
Exterior Side Yard (min)	3m
Rear Yard (min)	7m
Landscaped open space (min % of lot area)	20%
Lot Coverage (max % of lot area)	65%
Gross floor area (max % of lot area)	235%
Height of Main Building (max)	23m to a maximum of 6 storeys

Apartment Dwelling

Lot Area (min)	1300 m ²
Lot Frontage (min)	30m
Front Yard (min)	7m
Interior Side Yard (min)	5m
Exterior Side Yard (min)	5m
Rear Yard (min)	7m
Landscaped open space (min % of lot area)	35%
Lot Coverage (max % of lot area)	65%
Gross floor area (max % of lot area)	310%
Height of Main Building (max)	30m to a maximum of 8 storeys

30. **THAT** notwithstanding the corresponding standards for Accessory Buildings and Structures set out in Section 5.3.5, 4.6.5 and/or any other section(s) pertaining to

enclosed parking garages above or below grade, of By-law 2009-141, a Parking Structure shall be permitted in the Residential Apartment Second Density Special RA2-1 (SP-491) Zone at a maximum height of 16 metres, shall have a minimum setback of 6 metres from the property line adjacent to Mapleview Drive East, may have a minimum setback of 0 metres from the property line adjacent to the railway line, may have a minimum setback of 3 metres from the property line to the north, and may have a minimum setback of 5 metres from the property line to the east.

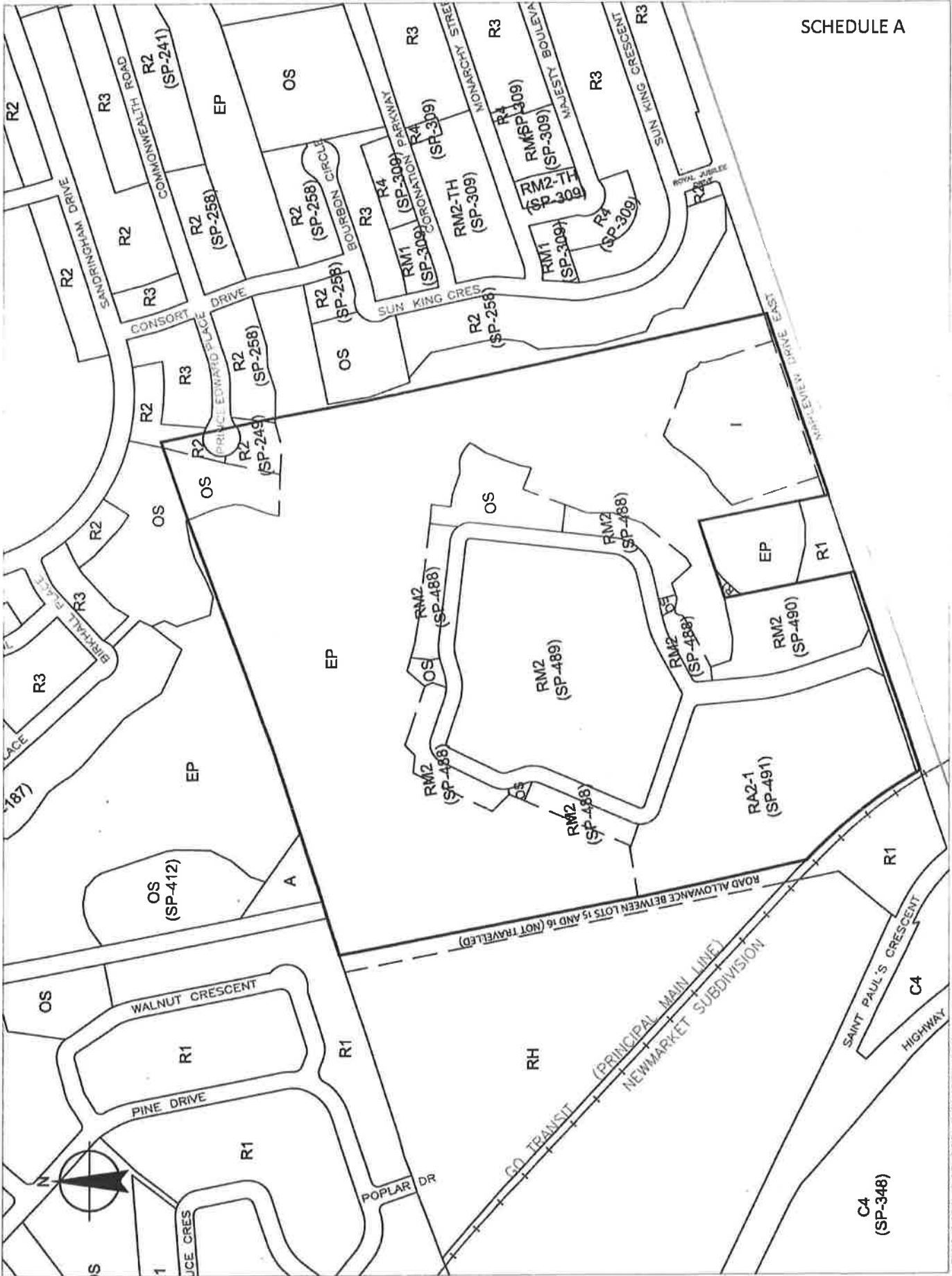
31. **THAT** the remaining provisions of By-law 2009-141, as amended from time to time, applicable to the above described lands as shown in Schedule "A" to this By-law shall apply to the said lands except as varied by this By-law.
32. **THAT** this By-law shall come into force and effect on _____ as per Ontario Municipal Board Order _____.

THE CORPORATION OF THE CITY OF BARRIE

Mayor – J.R. Lehman

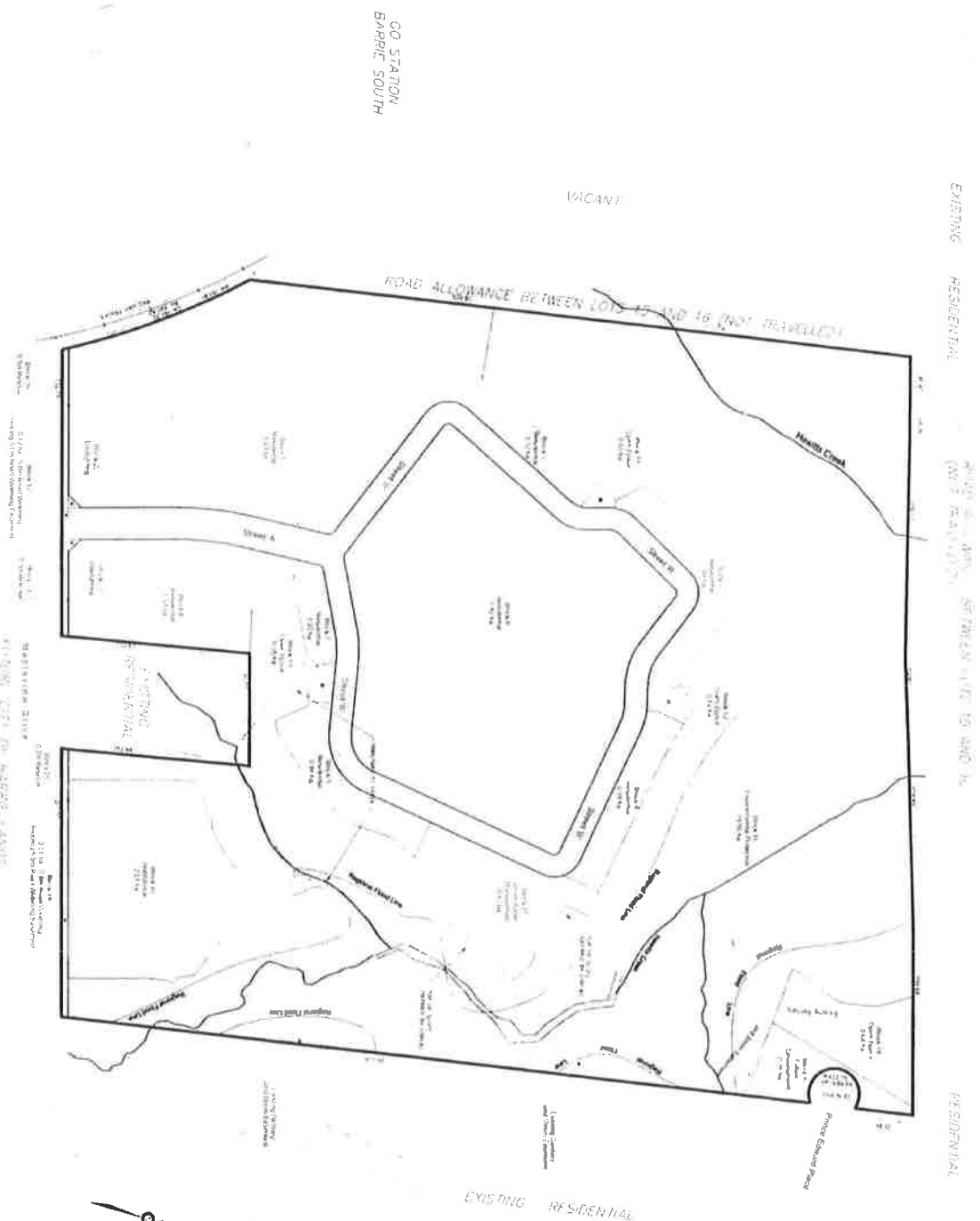
City Clerk – Dawn A. McAlpine

SCHEDULE A



SCHEDULE C

DRAFT PLAN OF SUBDIVISION CITY OF BARRIE



Draft Plan of Subdivision
Part of South Half of Lot 16, Concession 12
Township of Innisfil
County of Simcoe
City of Barrie

Draft Plan of Subdivision
Part of South Half of Lot 16, Concession 12
Township of Innisfil
County of Simcoe
City of Barrie

STATISTICS

Category	Value	Percentage
Area	14.87 ha	1.24%
Area of Development	0.29 ha	4.00%
Area of Open Space	2.78 ha	18.7%
Area of Water	0.82 ha	5.5%
Area of Wetlands	0.81 ha	5.4%
Area of Forest	19.98 ha	135.6%
Area of Open Space	2.77 ha	18.6%
Area of Water	0.25 ha	1.7%
Area of Wetlands	0.24 ha	1.6%

SCALE 1:1500 (A1)

BAYWOOD HOMES

DRAFT PLAN OF SUBDIVISION

JONES & ASSOCIATES INC.
Professional Engineer
No. 10000
1000 Lakeshore Blvd. East
Burlington, Ontario L7R 4K6
Tel: (905) 670-8888
Fax: (905) 670-8889
www.jonesandassociates.com

CITY OF BARRIE
City Engineer
No. 10000
1000 Lakeshore Blvd. East
Burlington, Ontario L7R 4K6
Tel: (905) 670-8888
Fax: (905) 670-8889
www.cityofbarrie.com

PL 11 1089 EXHIBIT NO.

SCHEDULE D

DRAFT PLAN OF SUBDIVISION CONDITIONS

Baywood Homes – 700 & 725 Mapleview Drive East

Prior to final approval and registration of the Plan of Subdivision for the subject lands, the owner/developer must comply with the following conditions and/or agree to comply with that condition in the Subdivision Agreement. Confirmation of clearance for each condition must be received from the appropriate department or agency to the satisfaction of the City of Barrie as summarized in Condition 45.

1. The owner/developer shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by Jones Consulting Group Ltd., Drawing Name BAY-09369-DP7, dated Oct. 2, 2013, which illustrates Blocks 1-8 for Residential, Block 9 for Future Development, Block 10 for Institutional, Block 16 for Environmental Protection, Blocks 11 & 14 for Open Space, Block 15 for Stormwater Management, and Blocks 17 to 23 for Road Widening, Reserves and Daylighting.

SPECIAL CONDITIONS

2. Prior to registration of the Plan, the City shall receive an acknowledgment from the Cost Sharing Trustees of Innis Shore Management Inc. and Hewitt's Creek Management Inc. that the owner/developer is in good standing with respect to their participation in the cost sharing contribution for the construction of the Hewitt's Creek Sanitary Trunk Sewer.
3. The owner/developer shall agree to provide cash-in-lieu for park or other public recreational purposes in accordance with the provisions of the Planning Act and in accordance with City policy at 1 hectare per 300 residential units. Payments for cash-in-lieu of parkland can be made as a condition of each application for Site Plan Approval and reflect the number of units in that particular phase of the development.
4. The owner/developer shall submit a detailed Compensation Strategy required to offset the impacts of development on the Hewitt's Creek subwatershed in conformity with the Compensation Strategy Terms of Reference dated March 30, 2012 which was agreed to by the owner/developer (Baywood Homes), the City and the Lake Simcoe Region Conservation Authority (LSRCA).
5. Prior to any grading or site alteration, the owner/developer shall submit an Edge Management Plan for those Blocks that are contiguous to the watercourse corridor and Environmental Protection lands. The owner/developer shall be required to obtain a tree removal permit for trees identified in the Edge Management Plan, and shall not remove any trees from the Environmental Protected Area without prior written approval from the City and LSRCA. Any trees which are removed, injured or damaged as a result of construction activities without written consent shall be replaced or compensation provided by the owner/developer.
6. The owner/developer shall acknowledge and agree that the City is completing a Transportation Master Plan that will require a larger road widening than the 5 metre road allowance currently required by the City of Barrie Official Plan (2009), shown as Blocks 17 & 18 on the Draft Plan. The owner/developer shall agree to cooperate and negotiate with the City to provide the appropriate road widening to the City when the Transportation Master Plan is approved.
7. The owner/developer shall acknowledge and agree that each of Blocks 1 to 8 for Residential development and Block 10 for Institutional development is subject to Site Plan Control.
8. The owner/developer shall update and submit the "Mapleview Urban Design Booklet" to reflect the settlement concept approved by the City of Barrie on May 13, 2013.

STANDARD CONDITIONS

9. The owner/developer shall confirm that all lots and blocks are in accordance with the City's Zoning By-law.
10. The owner/developer shall acknowledge and agree that the site standards, density and unit count identified for the development will be in accordance with the approved site specific Zoning By-law and Defined Policy Area policies in the Official Plan.
11. The owner/developer shall submit plans showing the proposed phasing and/or staging arrangements to the City for review and approval if this subdivision is to be developed by more than one registration.
12. The owner/developer shall ensure that the road allowances included in this draft plan are shown as public highways on the final plan and shall agree to dedicate those allowances to the City.
13. The owner/developer shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the City.
14. The owner/developer shall ensure that any dead ends and open side of road allowance created by this draft plan are terminated in 0.3m reserves and shall agree to convey those reserves to the City at no expense and free and clear of any encumbrances.
15. The owner/developer shall agree to be responsible for the provision of all works, roads, and services including the connections to existing municipal services, in accordance with all City of Barrie Development Standards and Policies.
16. The owner/developer shall acknowledge and agree that the proposed development must be serviced from the municipal water distribution system. The water distribution system for the subject land shall be of sufficient size to provide the maximum day usage plus maintain minimum fire flows.
17. The owner/developer shall agree to be responsible for removing any wells in accordance with Ministry of the Environment guidelines.
18. The owner/developer shall agree to be responsible for the provision of all appropriate storm and sanitary conveyance systems, including outlet work and/or other related facilities including the provision of servicing facilities external to the plan, where required.
19. The owner/developer shall agree to convey Environmental Protection Block 16 to the City at no expense and free and clear of encumbrance as Environmental Protection Area lands.
20. The owner/developer shall agree to convey any blocks and/or easements required for the provisions of utilities, municipal sanitary and water service, and stormwater management to the City and/or appropriate authority.
21. The owner/developer shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the City of Barrie, LSRCA, Metrolinx and any other applicable agency.
22. The owner/developer shall agree to enter into a Subdivision Agreement with the City to satisfy all requirements financial or otherwise, including but not limited to the provision of roads, grading, landscaping, naturalization and stream restoration, fencing, payment of development charges and engineering studies to support municipal services.

23. The owner/developer is advised that draft approval does not in itself constitute a commitment by the City of Barrie or the Ministry of Environment to provide servicing access to the City's Wastewater Treatment Plant or Water Supply Plant. The subject plan may proceed to registration provided there is sufficient plant capacity and capability to serve the development. Plant capacity will be allocated for new development on a priority basis at the time of payment of Development Charges.
24. Prior to any site alteration or grading, the following plans and reports must be prepared in accordance with existing Master Studies and submitted to the satisfaction of the City, LSRCA, Metrolinx and any other applicable agencies:
 - a) A detailed Stormwater Management Report;
 - b) An Erosion and Sedimentation Control Strategy;
 - c) A detailed Grading and Drainage Plan; and
 - d) A Landscaping Plan for Stormwater Management Block 15 and the required servicing easements located in the Environmental Protection Area.
25. Prior to any site alteration or grading, proper erosion and sediment control measures must be in place in accordance with the approved Grading and Drainage Plan and Erosion and Sediment Control Plan.
26. The owner/developer shall obtain a Site Alteration Permit, as described within By-law 2006-101 prior to any site alteration if applicable. All requirements, obligations, and control measures as described within By-law 2006-101 will be in place and undertaken to the satisfaction to the City and the LSRCA in accordance with City policy, and the approved Compensation Strategy. The owner/developer shall maintain said works for the duration of the subject development.
27. The owner/developer shall prepare and submit a detailed Geotechnical Analysis demonstrating the means to ensure soil stability in a post-development situation to the satisfaction of the City and LSRCA.
28. The owner/developer shall obtain a permit from LSRCA to fulfil the requirements of Ontario Regulation 179/06 under the Conservation Authorities Act.
29. The owner/developer shall pay all development fees applicable to LSRCA in accordance with the approved fees policy under the Conservation Authorities Act.
30. The owner/developer shall acknowledge and agree to maintain all existing vegetation until a maximum of 30 days prior to any grading or construction on-site in accordance with the Lake Simcoe Protection Plan and the provisions of the Compensation Strategy as approved for the subject site.
31. The owner/developer is required to submit a Financial Impact Analysis to the satisfaction of the City that describes the capital and operating costs estimated to be borne by the City, and the timing thereof, as a consequence of the subject development.
32. The owner/developer shall submit a noise and vibration study, completed and/or updated to the satisfaction of the City and Metrolinx, to address the potential impacts arising from the adjacent arterial road and railway corridor. The recommendations of that study, including all required mitigation measures, are to be implemented to the satisfaction of the City and Metrolinx prior to occupancy of each phase of the development if the project is to be phased.

33. The owner/developer shall agree in the Subdivision Agreement to include the following warning clause in all development agreements and Purchase and Sale or Lease Agreements within 300 metres of the rail corridor to the satisfaction of Metrolinx.

"Warning: Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansion of the rail facilities on such right-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuation measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid right of way."

34. The owner/developer shall agree to prepare and distribute an Information Package, approved by the City, to the prospective purchasers and tenants that generally addresses the various land use components of the development, including but not limited to: the environmental protection lands; specifics of condominium tenure as applicable; and the location of major utilities, roads, transit and active transportation routes, lot sizes and types.
35. The owner/developer shall complete an archaeological assessment of the subject property and agree to complete all recommendations and requirements of such assessment, including the mitigation and/or salvage of any significant archaeological remains to the satisfaction of the Development Plans Review Unit of the Ministry of Culture and Communications, and the City if such significant archaeological remains are found within the lands to be dedicated to the City.
36. The owner/developer shall agree to satisfy the requirements of PowerStream with respect to the provision of electrical utilities.
37. The owner/developer shall agree in the Subdivision Agreement in wording satisfactory to Bell Canada:
- a) That prior to commencing any work within the Plan, the developer/owner/developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service. In the event that such infrastructure is not available, the developer/owner/developer may be required to pay for the connection to and/or extension of the existing telecommunication infrastructure.
 - b) That any easements for telecommunication services are to be granted to Bell Canada as required. In the event of any conflict with existing facilities, the developer/owner/developer shall be responsible for the relocation of such facilities or easements.
 - c) That one or more conduit or conduits of sufficient size are required from each unit to the rooms(s) in which telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.
38. The owner/developer shall agree in the Subdivision Agreement in wording satisfactory to Enbridge Consumers Gas:
- a) To coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities;

-
- b) That streets are to be constructed in accordance with municipal standards;
- c) That streets be graded to final elevation prior to the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas; and
- d) That all of the natural gas distribution system will be installed within the proposed municipal road allowances therefore easements will not be required.
39. The owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe County District School Board to include the following clause in all Purchase and Sale or Lease Agreements:
- "That students from this development attending facilities operated by the Simcoe County District School Board may be transported and accommodated in temporary facilities outside of the neighbourhood school's area."
40. The owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the Simcoe Muskoka Catholic District School Board to include the following clause in all Purchase and Sale or Lease Agreements:
- "That pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood school's area."
41. The owner/developer shall provide the registered Plan of Subdivision, and all other associated plans, referring to horizontal control surveys UTM (Zone 17) NAD83 to the City. These are to be supplied in both hard copy and in digital format in accordance with City standards.
42. The owner/developer shall agree in the Subdivision Agreement, in wording acceptable to the City, LSRCA, Metrolinx and any other applicable agencies, to carry out or cause to be carried out, the recommendations and measures contained within the plans and requirements set out in the Draft Plan of Subdivision Conditions.
43. The Subdivision Agreement shall require qualified professionals acceptable to the City, LSRCA, and any other applicable agencies, to certify in writing, that all works were constructed in accordance with the plans, reports and specifications, approved as part of this review process.
44. Prior to final approval, the City is to be advised in writing by each department or applicable agency how each of their conditions has been satisfied:
- a) Planning Services, Clerk's and/or Legal Services, conditions 1-4, 7-11, 13, 19, 23, 31, 32, 34, 42-46.
 - b) Engineering Department, conditions 1, 5, 6, 11, 12, 14-18, 20-22, 24-27, 32, 34, 41, 42 and 43.
 - c) Lake Simcoe Region Conservation Authority, conditions 4, 5, 18, 21, 24, 25, 27-30, 42 and 43.
 - d) Cost Sharing Trustees of Innis Shore Management Inc. and Hewitt's Creek Management Inc., condition 2.
 - e) Metrolinx, conditions 24, 32, 33 and 42.
 - f) Ministry of Citizenship and Culture, condition 35.
 - g) PowerStream, condition 36.
 - h) Bell Canada, condition 37.
 - i) Enbridge Consumers Gas, condition 38.
 - j) Simcoe County District School Board, condition 39.
 - k) Simcoe Muskoka Catholic District School Board, condition 40.

45. The Subdivision Agreement shall be registered on title at the owner/developer's expense.
46. The owner/developer shall agree to register the Final Plan of Subdivision within three (3) years of Draft Approval. If the Final Plan is not registered within that time, the City of Barrie may withdraw draft approval or grant an extension to Draft Approval which shall be based on written information provided by the owner/developer to substantiate the extension. Any draft plan extension application must be made a minimum 120 days prior to lapsing of the draft subdivision approval.

Tab 2

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the City of Barrie to redesignate land at 700 and 725 Mapleview Drive East from Low Density Residential to Medium Density Residential, High Density Residential and Neighbourhood Commercial (Approval Authority File No. D09-OPA 125)

OMB File No. PL111099

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the City of Barrie to make a decision respecting a proposed plan of subdivision on lands respecting 700 and 725 Mapleview Drive East

(Approval Authority File No. D12-393)

OMB File No. PL111100

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 85-95 and 2009-141 of the City of Barrie to rezone lands respecting 700 and 725 Mapleview Drive East from OS, EP, R2 (SP-238, SP-244, SP-248, SP-249), RM2-TH, and C5 to OS, EP, RM2-TH SP, RA1 SP, RA2 SP to permit the development of a variety of medium and high density housing forms including street townhouse, four-plexes, six-plexes, maisonettes and a number of apartments ranging in height from 6-24 storeys

OMB File No. PL111101

MINUTES OF SETTLEMENT

BETWEEN:

2131059 Ontario Limited
hereinafter referred to as "Baywood"

- and -

Innis Shore Management Inc.
hereinafter referred to as "Innis Shore"

- and -

Hewitt's Creek Management Inc.
hereinafter referred to as "Hewitt's Creek"

Recitals

- Baywood is the owner and developer of a parcel of land in the City of Barrie being part of south half Lot 26, Concession 12, former Township of Innisfil, described municipally as 700 and 725 Maplevue Drive East, Barrie and hereinafter referred to as the "Subject Lands".
- Baywood has submitted to the City of Barrie and appealed to the Ontario Municipal Board applications to redesignate and rezone the Subject Lands for medium and high density residential development.
- Innis Shore is the Trustee of the Innis Shore Cost Sharing Agreement dated January 19, 1999.
- Hewitt's Creek is the Trustee of the Hewitt's Creek Cost Sharing Agreement dated April 30, 1997.
- Companies related to Baywood were signatories to both the Innis Shore and Hewitt's Creek Cost Sharing Agreements.
- Innis Shore and Hewitt's Creek objected to the Official Plan Amendment and rezoning until certain costs sharing arrangements were in place.

Now therefore this agreement witnesseth that in consideration of the mutual covenants contained herein and other valuable consideration the parties covenant and agree as follows:

1. THE PARTIES acknowledge and agree that the recitals set out herein are true and correct;
2. Baywood covenants and agrees that it will not seek any form of Development Approval for the Subject Lands without first satisfying its obligations pursuant to these Minutes of Settlement;
3. Development Approval for the purpose of these Minutes of Settlement shall mean and include any one of the following:
 - Final approval and registration of a plan of subdivision pursuant to section 51 of the *Planning Act*;
 - Approval of a description for a condominium pursuant to section 50 of the *Condominium Act*;
 - A site plan approval pursuant to section 41 of the *Planning Act*;
 - A consent pursuant to section 53 of the *Planning Act*;

- A building permit pursuant to the *Building Code Act*;

4. Prior to obtaining the first Development Approval in relation to the Subject Lands, Baywood shall pay Innis Shore and Hewitt's Creek the following amounts by certified cheque, and shall deliver to Innis Shore the following letters of credit:

- Certified cheque to Innis Shore for Five Hundred Seven Thousand Five Hundred Dollars (\$507,500.00);
- Certified cheque to Hewitt's Creek for Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00);
- Letter of Credit from a major Canadian Chartered Bank securing and guaranteeing payment to Innis Shore of Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$237,500.00) payable on the first anniversary of the Development Approval;
- Letter of Credit from a major Canadian Chartered Bank securing and guaranteeing payment to Innis Shore of Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$237,500.00) payable on the second anniversary of the Development Approval;

5. On receipt of the documents listed above in paragraph 4, both Innis Shore and Hewitt's Creek shall issue to the City of Barrie appropriate clearance letters for the Development Approval, and no further clearance shall be required in respect of any other Development Approval or any future redevelopment of the Subject Lands;

6. The parties acknowledge and agree that these Minutes of Settlement are a full and final settlement of all cost sharing issues, claims and liabilities between them, and that there shall be no adjustment or further claim, liability, demand or refund resulting from any Development Approval or lack thereof, or from any future development application(s) in relation to the Subject Lands;

7. Baywood covenants and agrees that the liability for cost sharing as set out in these Minutes of Settlement shall represent a charge and encumbrance against the Subject Lands and these Minutes of Settlement shall be registered against the Subject Lands;

8. These Minutes of Settlement represents the full and final agreement between the parties and shall be binding upon the parties hereto, their successors, assigns and subsequent owners of the Subject Lands;

9. Upon execution of these Minutes of Settlement, Innis Shore, Hewitt's Creek and Baywood shall advise the Ontario Municipal Board that a settlement has been reached and they have no objection to the approval of the Official Plan Amendment, rezoning and plan of subdivision in respect of the Subject Lands for medium and high density residential development;

10. Each party shall be responsible for its own costs in this matter.

11. These Minutes of Settlement may be executed in counterparts and delivered by facsimile or electronic communication, each of which parts when so executed shall constitute an original and all of which parts, when taken together, shall constitute one and the same document.

2131059 Ontario Limited

Date:

Per:

Name & Title

FRANK CAMONICO

Innis Shore Management Inc.

Date:

Per:

Name & Title

Date:

Per:

Name & Title

Hewitt's Creek Management Inc.

Date:

Per:

Name & Title

Date:

Per:

Name & Title

10. Each party shall be responsible for its own costs in this matter.

11. These Minutes of Settlement may be executed in counterparts and delivered by facsimile or electronic communication, each of which parts when so executed shall constitute an original and all of which parts, when taken together, shall constitute one and the same document.

2131059 Ontario Limited

Date: _____ Per: _____
Name & Title

Innis Shore Management Inc.

Date: _____ Per: _____
Robert J. Gilroy/ASO

Date: 17 Nov 2013 Per: 
Andrew Orr/ASO

Hewitt's Creek Management Inc.

Date: _____ Per: _____
Melvin Brown/ ASO

Date: 17 Nov 2013 Per: 
Andrew Orr/ASO

Tab 3

EXECUTED
PARTIALLY SIGNED
DO NOT REMOVE

Celeste

DAVID
MISSING. "I-1"
Schedule I-1
✓

COST SHARING AGREEMENT
INNIS-SHORE SECONDARY PLANNING AREA
CITY OF BARRIE

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**INNIS-SHORE SECONDARY PLANNING AREA
COST SHARING AGREEMENT**

THIS AGREEMENT made this 19th day of January, 1999.

AMONG:

CRAIGMEL DEVELOPMENTS LTD., a company incorporated under the laws of the Province of Ontario

(hereinafter called "Craigmel")

OF THE FIRST PART

-and-

GARRY D. McCluskey & GLORIA A. McCLUSKEY, parties residing in the City of Barrie, in the County of Simcoe

(hereinafter called "McCluskey")

OF THE SECOND PART

-and-

ESTON PROPERTY INC., a company incorporated under the laws of the Province of Ontario

(hereinafter called "Eston")

OF THE THIRD PART

-and-

BROWNDEL DEVELOPMENTS INC., a company incorporated under the laws of the Province of Ontario

(hereinafter called "Browndel")

OF THE FOURTH PART

-and-

THE MEADOWS OF VELLORE INC., a company incorporated under the laws of the Province of Ontario

(hereinafter called "Vellore")

OF THE FIFTH PART

-and-

771955 ONTARIO LTD., a company incorporated under the laws of the Province of Ontario

(hereinafter called "771955")

OF THE SIXTH PART

-and-

VINCENZO APA, ANNA MARIA APA, SALVATORE BRUNO, TERESA BRUNO, DOMENICO DITELLA, MARIA DITELLA, parties residing in the City of Toronto

(hereinafter called "Apa")

OF THE SEVENTH PART

-and-

HELGA SCHULIAKEWICH, a party residing in the City of Toronto

(hereinafter called "Schuliakewich")

OF THE EIGHTH PART

-and-

ROBERT J. GILROY and M. JOAN GILROY, parties residing in the City of Barrie, in the County of Simcoe

(hereinafter called "Gilroy")

OF THE NINTH PART

-and-

PALADIN DEVELOPMENT CONSULTANTS INC., a company incorporated under the laws of the Province of Ontario

(hereinafter called "the Trustee")

OF THE TENTH PART

1. PARTIES TO THE AGREEMENT

WHEREAS each of the Parties (other than the Trustee) is an "Owner", as defined, of lands within the Innis-Shore Secondary Planning Area of the City of Barrie, as more particularly described in Schedules "A 1" to "A 9" attached hereto.

2. INTENT OF AGREEMENT

AND WHEREAS the Owners desire by this Agreement to provide for the equitable redistribution of the burden of providing Community Use Lands and for the equitable sharing of the costs of constructing such Community Uses amongst the Owners, as part of the development for residential purposes and ancillary uses of all or parts of the lands known as the Innis-Shore Secondary Planning Area subject to the terms contained in this Agreement.

3. CONSIDERATION

NOW THEREFORE, IN CONSIDERATION of the sum of Ten Dollars (\$10) and other good and valuable consideration now paid by each of the Parties, one to the other (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto acknowledge, covenant and agree as follows:

4. DEFINITIONS

4.1 In this Agreement and in the Schedules hereto, the following words and expressions shall have the following meanings:

(a) "**Agreement**" means this Agreement, including all Schedules as amended from time to time hereto;

(b) "**City**" means The Corporation of the City of Barrie;

(c) "**Clearance Letter**" means a letter delivered by the Trustee to the City or other approving agency confirming that an Owner is a party to the Agreement, has made all Contributions and other payments and fulfilled all of its obligations pursuant to the Agreement and that the Trustee confirms that the Owner's Plan of Subdivision can be released for registration;

(d) "**Community**" means the lands shown on a Land Use Plan entitled "the Innis-Shore Secondary Plan", as approved by the Minister of Municipal Affairs and Housing on October 21, 1996, as OPA 116, a copy of which Land Use Plan as amended by City Planning and entitled the "Innis-Shore Planning Area Concept Plan"

is attached as Schedule "B";

(e) **"Community Plan"** is the Land Use Plan described in Section 4.1 (d) above;

(f) **"Community Roads"** means Big Bay Point Road and Mapleview Drive as shown on Schedule "B";

(g) **"Community Uses"** and **"Community Use Lands"** means those lands and services that are required by the City, or by any other public authority, or by a religious institution, in the case of church sites, for the uses listed below, namely;

- (i) Park land or other recreational or community uses;
- (ii) Pedestrian walkways;
- (iii) Entry Features;
- (iv) Excess width of Collector, Arterial or Boundary roads;
- (iii) Community Roads;
- (iv) Substations or other utility facilities, such as Bell, Hydro, Cable TV;
- (v) Schools;
- (vi) Storm Water Management or Flood Control Facilities;
- (viii) Shared Roads as defined herein;
- (vii) Churches or other religious institutional uses;
- (viii) External Trunk Watermains and Internal Trunk Watermains 250 mm and up;
- (ix) External Hydro Lines;
- (x) Major Road Crossing culverts, on Big Bay Point Road and Mapleview Drive;
- (xi) Any other External works that may be required to service the Community;
- (xii) Other lands which would ordinarily be available for development if not designated by the City or other public authority for Community Uses other than those listed above, which renders such lands

incapable of development;

- (h) **"Contributing Owner"** means an Owner having a positive amount resulting from the calculation of its Net Contribution;
- (i) **"Contribution"** means in the first instance, an amount of land an Owner is required to convey and means in the second instance, a sum which an Owner is required to pay, both being pursuant to this Agreement;
- (j) **"Cost of Community Uses"** has the meaning ascribed to it in Section 6;
- (k) **"Consultant"** means a person from time to time appointed to act on behalf of the Owners. Any such consultant may be removed prior to the expiry of the period of his or her appointment by a Weighted Majority of the Owners. In the first instance, the Owners hereby appoint Reinders and Associates (Barrie) Limited as the Consulting Engineer;
- (l) **"Date of Valuation"** means that date when a Plan of Subdivision is registered against title by an Owner or as may be amended and agreed to by the Owners herein;
- (m) **"Defaulting Owner"** has the meaning ascribed to it in Section 27;
- (n) **"Default Amount"** has the meaning ascribed to it in Section 27;
- (o) **"Developable Area or Acreage"** means the total area of land owned by an Owner in the Community exclusive of "Environmental Protection Area" land shown on the final approved Innis Shore Planning Area Concept Plan and detailed in the attached Schedules;
- (p) **"Development Charges Act"** means the Development Charges Act, R.S.O. 1997 Chapter 27, as amended from time to time, or any successor legislation;
- (q) **"Development Costs"** means the costs per acre, associated with the development of the Developable Area being among other things, the servicing costs, development charges, municipal fees, professional fees all as more particularly set out in Section 9.1 hereto, which are paid or payable by an Owner, as determined by the Consulting Engineer;
- (r) **"Draft Plan Approval"** means the issuance by the City, or such other approval body, of an approval pursuant to section 51 of the Planning Act, R.S.O. 1990, c.P.13, for a proposed Plan of Subdivision subject to the terms and conditions attached to such approval being complied with in accordance with their terms;
- (s) **"Environmental Protection Area"** means those lands as set out in Schedule "B";

(t) **"External Servicing Cost"** has the meaning ascribed to it in Section 6(c) and more particularly detailed on the attached Schedules;

(u) **"Flood Plain Land"** means those lands as detailed in Schedule "C";

(v) **"Maintenance Costs"** means among other things, realty taxes, insurance costs, maintenance costs and management fees as required by this Agreement;

(w) **"Master Servicing Plan"** refers to that document prepared by R. G. Robinson and Associates (Barrie) Ltd. dated April 1998 and approved by the City of Barrie on August 13, 1998.

(x) **"Net Contribution"** means the sum of all Contributions payable by an Owner less the sum of all Withdrawals to which that Owner is entitled;

(y) **"Net Proceeds"** means the proceeds of transfer of school or church land pursuant to Section 10(1)(b), less all reasonable costs as determined by the Trustee, if any, incurred in the sale of such lands including commission fees, legal costs and applicable taxes;

(z) **"Net Refund"** means the sum of all Withdrawals to which an Owner is entitled less the sum of all Contributions payable by that Owner;

(zz) **"Non Defaulting Owner"** has the meaning ascribed to it in Section 27;

(zzz) **"Operating Fund"** means a bank account with the Toronto Dominion Bank operated by the Trustee for the benefit of all the Owners, which contains monies for use by the Trustee for:

- (i) purposes of Section 11;
- (ii) payment of Maintenance Costs related to any Community Use Lands held by the Trustee pursuant to this Agreement;
- (iii) payment of all fees and expenses of the Trustee; and
- (iv) payment of all fees and expenses of all Consultants engaged pursuant to this Agreement.

(aa) **"Owner"** means any of the Parties hereto other than the Trustee and "Owners" means all of such Parties, and any Party who may become a Party to this Agreement. A Party that is comprised of more than one person or entity, shall be treated as one Party and each member of such Party shall be jointly and severally responsible for the performance and the obligations of such Party;

(bb) "**Park**" means land in the Community designated by the Community Plan and/or shown on a Plan of Subdivision as a Park or Open Space in the Community and accepted by the City as a Park for purposes of the *Planning Act*, R.S.O. 1990, c. P.13;

(cc) "**Plan of Subdivision**" means a plan of subdivision for land in the Community registered pursuant to the *Planning Act*, or which may be developed through a condominium registered under the *Condominium Act*, and includes any land in the Community whose development is permitted by reason of a severance pursuant to the *Planning Act* or by site plan agreement. For the purpose of this Agreement, where lots are created by a consent to severance, references to "registration" of a plan of subdivision affecting such land shall be deemed to mean that "registration" occurs at the time that such severance becomes final, or in the case of a "condominium" at the time a site plan agreement is entered into with respect to such lands;

(dd) "**Prime**" means the interest rate per annum announced by the Toronto Dominion Bank from time to time as its prime rate to be used as the reference rate in determining interest rates to be charged in Canadian dollars to its best commercial customers in Canada;

(ee) "**Proportionate Share**" means the ratio of Developable Acreage owned by any Owner to the total Developable Acreage owned by the Owners in the Community except in the case of the determination of the respective share of Storm Water Management or Flood Control Facilities, Major Road Crossing Culverts, Community Roads, Utility Substations, and hydro services included in the Cost of Community Uses, whereby the Owners expressly agree that the allocation of these Community Uses will be based on the principle of user pay and each Owner will be required to pay its Proportionate Share of such Community Uses as is required to develop its land, all as determined by the Trustee and the Consulting Engineer and as shown on the attached Schedules;

(ff) "**Receiving Owner**" means an Owner having a positive calculation of its Net Refund;

(gg) "**Saleable Frontage**" means in the case of each developable lot (including any such lot created as a result of transfer/or exchange between Owners), the width thereof measured at the minimum front yard dwelling setback or minimum rear yard dwelling setback for reverse pie lots, as required by the applicable zoning by-law, excluding additional sideyard setback for corner lots;

(hh) "**School**" means those lands in the Community Plan designated either as a public or separate school site;

(ii) "**Serviced Frontage Value**" means the selling price, based on a bona fide arms length offer to purchase per foot or metre of fully serviced Saleable Frontage of lands on a Plan of Subdivision of an Owner which is registered subsequent to the date of this Agreement, or in the absence of a bona fide arm's length offer to purchase, as determined by a Weighted Majority of the Owners;

(jj) **"Shared Roads"** means:

- (i) 50% of that portion of any road that adjoins any Community Use Lands on only one side of such road; and
- (ii) 100% of that portion of any road that adjoins any Community Use Lands on both sides of such road; and
- (iii) the excess width of any road which exceeds 20 metres that fronts on any lot or block in any plan of subdivision;

(kk) **"True Value"** has the meaning set out in Section 7 of this Agreement.

(ll) **"Trustee"** means the person from time to time appointed in writing to act as such by the Owners pursuant to this Agreement;

(mm) **"Weighted Acreage Value"** means the fair market value per acre less Development Costs of the Developable Area within a Plan of Subdivision determined as at the date of registration of the Plan of Subdivision by dividing (i) the aggregate fair market value of the lands zoned for residential uses within the Plan of Subdivision (determined by multiplying the fair market values per acre of lands zoned for each of the various permitted residential uses of the lands within the Plan of Subdivision by the number of acres of lands within the Plan of Subdivision zoned for each such permitted residential use), by (ii) the area of the lands within the Plan of Subdivision zoned for residential uses expressed in acres, provided that if there are no lands zoned for residential uses within the Plan of Subdivision then the Weighted Acreage Value for that Plan of Subdivision shall be deemed to be the Weighted Acreage Value as determined aforesaid for a fictional Plan of Subdivision containing a mix of residential uses within the Community;

(nn) **"Weighted Majority"** means Owners in good standing who own no less than 66% of the Developable Acreage within the Community.

(oo) **"Withdrawal"** means that amount of money to which an Owner is entitled to be paid pursuant to this Agreement;

5. OWNERSHIP OF LANDS

5.1 Each Owner represents that it is the registered and/or beneficial owner of the developable acres of land set forth opposite its name on Schedule "D". Each Owner further represents that it has full power and authority to bind such lands and to enter into this Agreement.

6. COST OF COMMUNITY USES

6.1 The Parties hereto acknowledge and agree that the cost of providing Community Uses for the Community consists of the aggregate of the following:

- (a) value of land required for a Community Use determined in accordance with the terms of this Agreement; and
- (b) Development Costs as detailed in Section 9.1 and as shown on the attached Schedules, and
- (c) External Servicing Costs as detailed in Section 9.1 and as shown on the attached Schedules;

hereinafter collectively referred to as "Cost of Community Uses".

7. TRUE VALUE OF COMMUNITY USE LANDS

7.1 Where the Contribution of an Owner consists in part the land required for a Community Use, then the Owners agree that the lands owned by them that is allocated for Community Uses and thereby become Community Use Lands are deemed to have a "True Value" that is the greater of:

- (a) \$65,000.00 per acre, and
- (b) the Weighted Acreage Value

7.2 Unless amended as provided in Sections 8.3, 8.4 or 17.1 of this Agreement, the Owners agree that the Community Use Lands and the True Value of the Community Use Lands shall be as set out in Section 7.1 (a).

7.3 The True Value shall be reviewed annually from the date of execution of this Agreement or more frequently if deemed necessary by a Weighted Majority of the Owners to reflect current costs and values and such adjusted True Value shall be utilized in making determinations for those Owners who have not yet registered a Plan of Subdivision against their lands.

7.4 Notwithstanding Section 7.1 above, land designated as Environmental Protection Area and being outside the limits of the Flood Plain Land (hereinafter called Environmental Protection Floodplain Contribution), and referred to as such on Schedule "F", shall be valued at the rate of \$31,250.00 per acre and shall be calculated in accordance with each Owner's Proportionate Share as shown on the attached Schedules, all in accordance with the terms of this Agreement.

8. COST SHARING OF COST OF COMMUNITY USES

8.1 The Owners agree that cost sharing by the Owners pursuant to this

Agreement shall be for Community Uses in accordance with each Owner's Proportionate Share. The total amount of Contributions will equal the total amount of Withdrawals. Any payment received by any Owner for any land held by it in the Community (other than Flood Plain Land) and required for Community Uses, shall be received and held by it in trust for the benefit of all Owners as their respective interests may appear. Forthwith following receipt by any Owner of any payment for lands held by it in the Community (other than Flood Plain lands) and required for Community Uses, such Owner shall deliver the payment to the Trustee appointed pursuant to this Agreement, who shall dispose of such payment as hereinafter provided;

8.2 The Owners agree that a Receiving Owner entitled to a Withdrawal under this Agreement has an Option which shall consist of either:

- (a) with the unanimous agreement of the Receiving Owner, the Contributing Owner, and the Trustee, the transfer of lands from a Contributing Owner to a Receiving Owner, through the Trustee, equivalent to the value of the Community Use Lands dedicated on behalf of the Contributing Owner, subject to cash adjustments to avoid partial lots. The Receiving Owner shall pay to the Contributing Owner the Development Costs per linear foot of frontage of the lands to be transferred from the Contributing Owner or, at the option of the Receiving Owner reduce the area of the lands to be transferred to the Receiving Owner such that less or no cash payment is required. Such payment of Development Costs or reduction in area of the lands to be transferred shall be made or agreed to prior to the transfer of the lands from the Trustee to the Receiving Owner and any reduction shall be based on the Serviced Frontage Value of the lands not taken, current as of the date of transfer to the Receiving Owner. Such lands shall consist of lots and fifty (50%) per cent of adjacent roads upon which lots front in a location which is agreeable to the Contributing and the Receiving Owners and to the Trustee, or;
- (b) failing the unanimous agreement described in 8.2(a) above, then by payment in cash to the Trustee or the posting of a Letter of Credit for the Contributing Owner's Proportionate Share of the Cost of Community Uses in accordance with the terms of this Agreement.

8.3 The Owners acknowledge and agree to distribute the Costs of Community Uses among the Owners in accordance with their Proportionate Share. The Owners agree that if a cash payment or the posting of a Letter of Credit is required pursuant to the provisions of clause 8.2(b), that they will notify the Trustee at least thirty (30) calendar days prior to the date on which a Plan of Subdivision is anticipated to be registered (the Date of Valuation). At the same time, an Owner must provide information regarding any change in the True Value, if any, of the Community Use Land from the amount indicated in Section 7.1(a), together with the consent in writing of a Weighted Majority of Owners thereto if they desire to make any change in the True Value. In the event that there is any disagreement among the Owners regarding a proposed change in the True Value, or any Owner is unable to obtain the consent of a

Weighted Majority of the Owners to a proposed change in the True Value then that Owner may by notice to the other Owners and the Trustee, request the Trustee to retain an Appraiser to be selected by the Trustee to determine the proposed change to the True Value of land if any as herein provided. The Appraiser's determination shall be final and binding upon the Parties hereto and without recourse to appeal.

8.4 Upon receiving the consent in writing of a Weighted Majority of Owners to the proposed change in Section 7.1(a) or upon the making of a final determination by the Appraiser, the True Value as set out in Section 7.1(a) shall be amended accordingly and used for the purposes of this Agreement, until amended in accordance with the terms of this Agreement.

8.5 An amount shown as a Withdrawal (W) on Schedule "J" represents the amount that an Owner is entitled to as compensation on account of it providing in excess of its Proportionate Share of Community Uses and Environmental Protection Floodplain land. Similarly, an amount shown as a Contribution (C) on Schedule "J" represents the amount that an Owner is obligated to pay on account of an Owner providing less than its Proportionate Share of the Community Uses and Environmental Protection Floodplain land.

8.6 The Owners acknowledge that the areas specified for Community Use Lands and Environmental Protection Floodplain land on the attached Schedules represent the best estimates of such areas as of the date of execution of this Agreement and the estimated Proportionate Shares will be adjusted once the exact area of the lands for such Community Uses and the Environmental Protection Floodplain land is determined by the Consulting Engineer and the Trustee.

9. DEVELOPMENT COSTS FOR COMMUNITY USES

9.1 The Owners acknowledge and agree that Development Costs for Community Uses as shown on the attached Schedules are all costs associated with creating a Community Use which are not costs included in any Development Charge By-law or other by-law, and are exclusive of land costs valued in accordance with the terms of this Agreement, but including the following:

- (i) the costs of servicing Community Use Lands and costs related thereto including costs of the City;
- (ii) the costs incurred for planners, engineers, consultants, lawyers, and other professionals and the like for or in respect of the creation of or related to the Community Uses;
- (iii) the costs, whether for internal or external facilities, for the following:
 - (a) Storm Water Management and Flood Control, including detention ponds, excavation, grading, flow control structures, inlet and outlet structures, devices and watercourse construction, erosion control,

sedimentation control ponds and bank stabilization, fencing and landscaping costs associated thereof;

- (b) with respect to lands for Parks, Churches, the required provision of topsoil, rough grading, perimeter fencing, catchbasins, all service connections and the servicing along the frontage and flankage of such lands;
 - (c) with respect to lands for Schools, the required rough grading and seeding or sodding, perimeter fencing, catchbasins, all service connections and the servicing along the frontage and flankage of such lands;
 - (d) with respect to Shared Roads, signalization, channelization and illumination, pavement structure, curbing, berming, planting strips, sidewalks and pedestrian crossings;
 - (e) with respect to Pedestrian Walkways, metre crossings, meterpaths and the fencing associated therewith; and,
 - (f) with respect to Entry Features; the required rough grading, seeding, sodding, landscaping, structures, fencing and other costs associated therewith;
 - (g) with respect to excess width of roads, the required rough grading, seeding or sodding, pavement structure, curbing, tree planting and perimeter fencing;
 - (h) with respect to Major Road Crossing Culverts, the required culverts, headwall, grading, perimeter fencing, bank stabilization, restoration of same and landscape costs;
 - (i) with respect to External and Internal Trunk Watermains, the construction, watermains, valve chambers, hydrants, erosion control, restoration, landscape and other costs associated therewith;
 - (j) with respect to External Overhead Hydro Distribution System extension along Big Bay Point Road and Mapleview Drive to a transformer substation, the construction, restoration and other costs associated therewith;
- (iv) The costs for studies associated with the development of the Community, other than those Secondary Plan Studies undertaken pursuant to the Memorandum of Understanding dated 11 March 1997.

The Consulting Engineer shall determine such Development Costs both incurred and

estimated, and his determination shall be final and binding on all Parties acting reasonably, save and except in the event of manifest error.

9.2 Any increased costs arising from oversizing of services shall be paid for by the Owner or Owners of the Plan(s) of Subdivision that benefits from such oversizing. The Consulting Engineer shall determine whether a service constitutes an oversized service, and the amount to be paid for the increased costs arising from the oversizing by such Owner or Owners including the timing of such a payment and his determination shall be final and binding on the affected Parties save and except in the event of manifest error.

9.3 The Development Costs of a Community Use shall, in the first instance, be paid for by the Owner entering into a contract for the construction thereof. Upon entering into a contract for the construction of a Community Use, the Owner shall furnish the Trustee and the Consulting Engineer with particulars of the nature of the Community Use and the construction contract price. As the Owner pays the construction contract price, the Owner shall furnish the Trustee and the Consulting Engineer with particulars of such payments.

10. COMMUNITY USE LANDS REQUIRED FOR SCHOOLS AND CHURCHES

10.1 Notwithstanding Sections 7, 8 and 9 of this Agreement, the Owners agree that with respect to Community Use Lands required for Schools and churches, any Owner required to convey lands to the City or any School Board for school purposes or to hold land for church purposes, shall at least thirty (30) calendar days prior to the Date of Valuation, by notice in writing to the other Owners and the Trustee elect either option (a) or (b) of this subsection, and failing any election such Owner shall be deemed to have elected option (b), the following being the options:

(a) elect to negotiate the sale of such lands directly with the City or the School Board or any Church body as the case may be and to have the True Value of such lands and the development costs associated thereby excluded from the cost sharing calculations of this Agreement as shown on the attached Schedules and to amend the Cost of Community Uses accordingly; or

(b) elect to convey the school and/or church lands to the Trustee and continue to have such uses included in the attached Schedules. In that event, and prior to the Trustee forwarding the relevant Clearance Letter, such Owner shall forward to the Trustee an executed Transfer, conveying such school and/or church lands to the Trustee, free and clear of all encumbrances, and shall execute a trust agreement, if required or requested by the Trustee. The Trustee shall register the aforementioned transfer upon registration of the subject Plan of Subdivision and the Trustee shall hold such lands in trust as a bare trustee for that Owner and in accordance with the provisions of this Agreement. The consideration for such transfer shall be the Withdrawals to be received by such Owner pursuant to this Agreement in connection with such transfer. The school or church lands shall then be conveyed by the Trustee to the City or the School Board or a Church or other religious institution when they are

required at the highest value reassembly obtainable for the said lands. The Owners hereby agree that the Net Proceeds, if any, received for the lands shall be dealt within in accordance with the terms of this Agreement.

10.2 In the event that the City or the School Board or the Church determine that lands held by the Trustee pursuant to Section 10.1(b) are not required, the Owners hereby agree that they shall dispose of such lands in accordance with this Agreement. In the event that the Owners are required to dispose of the lands, they shall seek to realize the highest value reasonably obtainable for such lands as soon as possible.

10.3 Within thirty (30) calendar days of the date of written notice to the Trustee that such lands are not required, each of the Owners shall have the right to submit an offer to the other Owners through the Trustee to purchase such lands for such price as the Owner may determine appropriate, but closing within sixty (60) calendar days of the date of written notice given above. If the remaining Owners unanimously agree to accept any such offer, such offer when accepted shall constitute a binding agreement of purchase and sale, and on the date of closing and payment of the purchase price (save and except the Proportionate Share of the purchaser) the Trustee is hereby directed to transfer such lands to the purchasing Owner. In the event no offer is made within such thirty (30) day period, the Owners shall instruct the Trustee to list the lands for sale on such terms as a Weighted Majority of Owners agree are acceptable, such offer when accepted shall constitute a binding agreement of purchase and sale, the proceeds of such sale shall be paid to the Trustee for and on behalf of the Owners to be dealt with in accordance with the terms of this Agreement.

11. OPERATING FUND

11.1 Each Owner agrees to make a contribution based on its Proportionate Share to establish an Operating Fund for receiving and making all payments due under this Agreement and for the general operation of this Agreement by the Trustee as and when required by a Weighted Majority of the Owners. Any cash received by the Trustee from the Owners for the purposes referred to in this Section shall be placed in this Operating Fund.

11.2 In the event the Trustee at any time, or from time to time, determines that additional funds are required for the Operating Fund, the Trustee shall provide up to date financial reports relating to the status of the Operating Fund to each Owner together with a notice in writing of the amount requested by the Trustee from each Owner in accordance with their Proportionate Shares to adequately replenish the Operating Fund. Any disagreement as to the appropriateness of the additional amount(s) requested by the Trustee for the Operating Fund shall be determined by Weighted Majority of Owners, and they shall provide notice of their decision to the Trustee in writing. Failure by any Owner to provide to the Trustee the amount requested or otherwise agreed to by the Owners within thirty (30) calendar days of such shall be deemed to be an act of default under this Agreement.

12. PHASING OPTION

12.1 Subject to the provisions of Section 15 hereof, before the time when an Owner requires the Trustee to provide the Clearance Letter for the release of the Owner's first Plan of Subdivision, the Owner may elect by notice in writing delivered to the Trustee, to pay to the Trustee its Proportionate Share (or the Proportionate Share as may be best estimated by the Consulting Engineer) of the Development Costs attributed to that part of the Owner's lands included in such Plan of Subdivision, including an estimate by the Consulting Engineer of any cost not known or finally determined as at the date of registration of such Plan of Subdivision. In the event that the Owner does not elect to pay the aforementioned Proportionate Share, it shall pay to the Trustee its Proportionate Share attributable to all of its lands in the Area. Any determination made in accordance with this Section by an Owner may entitle that Owner to Withdrawals pursuant to the terms of this Agreement governing Withdrawals.

13. REBATES

13.1 The Owners covenant and agree to direct the City to pay all rebates due and owing from the City to any Owner in respect of any Community Lands within the Community or in respect of the development of such lands to the Trustee as soon as it is payable by the City. If the City sets off any amount against levies or charges owing by that Owner to the City due to the transfer of such Community Lands to the City, or the development of such lands, the Owner must reimburse the Trustee forthwith for the amount set off and until paid the amount to be reimbursed to the Trustee would constitute a charge against the Owner's lands.

14. OWNERS BEAR COSTS OF COMMUNITY USES

14.1 Each Owner agrees to bear and pay its Proportionate Share of Cost of Community Uses as set forth in the Schedules attached hereto as the same may be amended from time to time pursuant to Section 17 hereof and as otherwise herein provided.

15. ADJUSTMENT OF BURDEN OF COMMUNITY USES

15.1 In order to equitably distribute the burden of the Cost of Community Uses amongst the Owners, the Owners acknowledge and agree that the Contributions or Withdrawals of the Owners with respect to all lands in the Community owned or controlled directly or indirectly by corporations owned or controlled (as that term is defined in the *Ontario Business Corporations Act*, as amended from time to time), by such Owner will be determined by the Trustee (upon receiving a satisfactory opinion letter from the solicitors for such Owner regarding the question of whether such Owner owns or controls such other corporations), following draft plan approval by the City of the first draft plan for the lands of each such Owner and prior to plan registration, subject to such adjustments as may be necessary due to changes that occur on registration of any such Plans of Subdivision.

16. PROCEDURE ON REGISTRATION OF PLANS

16.1 At least (30) thirty calendar days prior to the anticipated date for registration by an Owner of a Plan of Subdivision of land in the Community, the Owner shall deliver to the Consulting Engineer, the Trustee and every other Owner, a copy of the Plan of Subdivision which is to be registered together with a certificate of an Ontario Land Surveyor, certifying as to the number of acres included in such plan, the number of acres zoned for each permitted use, and the number of acres, if any, designated for Community Uses.

17. SETTLEMENT BY CONSULTING ENGINEER

17.1 Upon receipt of the Surveyor's certificate, the Consulting Engineer shall determine the area of the lands on the Plan of Subdivision and all other lands owned by corporations owned or controlled (as that term is defined in the *Ontario Business Corporations Act*, as amended from time to time) by such Owner in the Community that the Owner is required to dedicate or convey to the relevant authority for Community Uses. The Consulting Engineer shall forthwith furnish the Trustee with his certificate setting forth the foregoing and upon receipt of same, the Trustee shall be required to rely on such certificate as being accurate for all purposes of this Agreement, subject to such changes that may occur upon registration of the Plan of Subdivision. The total area of the lands allocated for Community Uses and the Proportionate Shares of all Owners shall be finally determined by the Consulting Engineer's certificates delivered to the Trustee as soon as same can be accurately determined by the Consulting Engineer and if the final and total allocations by Owners differ from the areas and Proportionate Shares hereinbefore indicated (including any differences necessitated by additional persons becoming parties to this Agreement), appropriate adjustments shall be made to the Schedules to this Agreement in accordance with the determination of the Consulting Engineer. Pending receipt by the Trustee of the Consulting Engineer's Certificate, and the determination of the Proportionate Shares of all Owners in the Community, the calculations set forth on the Schedules attached hereto shall continue to be binding upon the Parties.

18. CONTRIBUTING OWNERS

18.1 Any Owner that is required to make a Contribution covenants and acknowledges that prior to the Trustee delivering the Clearance Letter to the City agreeing to the release of a Plan of Subdivision of such Owner for registration, it shall pay and/or convey to the Trustee the Contribution specified in respect of such Owner in accordance with the provisions of this Agreement. If there is no Receiving Owner then entitled to a Withdrawal, the Contributing Owner, instead of payment in cash, may secure same by a Letter of Credit in a form and content satisfactory to the Trustee. Upon receipt of the required Contribution, the Trustee shall immediately provide the City with the relevant Clearance Letter.

18.2 Each time a Contributing Owner registers a further Plan of Subdivision, and after having made its election under Section 12, an additional Contribution shall be

made by that Contributing Owner in accordance with the terms of this Agreement, less any amounts already paid by that Contributing Owner.

19. RECEIVING OWNERS

19.1 Any Owner entitled to a Withdrawal shall, after:

- (a) registration by it of a Plan of Subdivision against any of its lands in the Community; and
- (b) having complied with the provisions of this Agreement respecting notices and elections as set out in Sections 8.3 and 10(1)(a) ; and
- (c) final determination of the Community Use Lands in the Plan of Subdivision pursuant to Section 17, if any, and if such Owner does not make the election provided in Section 12, all other lands owned by such Owner in the Community allocated to Community Uses; and
- (d) payment to the Trustee or the posting of a Letter of Credit with the Trustee of its Proportionate Share (or the Proportionate Share as may be best estimated by the Consulting Engineer) of Costs of Community Uses and Environmental Protection Floodplain Contribution; and
- (e) transfer of the required Community Use Lands to the City or other Agency or as the Trustee may direct, and the
- (f) granting and registration of any easement (required pursuant to Section 28) and the positing of security, if any,

be entitled to receive its Withdrawal from Contributions as and when the same are received.

19.2 Owners shall be entitled to make a Withdrawal in priority to any other Owner based upon the earlier date of registration of a Plan of Subdivision in comparison to other lands in the Community.

20. DISTRIBUTION OF PAYMENTS

20.1 Upon receipt by the Trustee from an Owner of any portion of its share of the Contribution for Community Uses pursuant to Section 18 hereof, the Trustee shall remit such payment to the Owners entitled thereto forthwith in accordance with Section 19.2 and in compliance with this Section and shall consist of:

- (a) the total amount of Withdrawal which that Receiving Owner is then entitled to by reason of having registered one or more Plans of Subdivision that entitle it to a Withdrawal, LESS
- (b) the total share amount of Contribution which that Receiving Owner is required to make as shown on the attached Schedules.

20.2 When the Payment Due is positive (i.e., reached the level of a Net Refund), that Receiving Owner shall then be entitled to payment out of the Operating

Fund.

20.3 The amount of the Payment Due owing to any Receiving Owner may increase from time to time, when it registers additional Plans of Subdivision in accordance with the terms of this agreement.

20.4 The actual payment of funds out of the Operating Fund shall only be made to a Receiving Owner if the Trustee is in receipt of funds. In the event that the Trustee has insufficient funds to pay any claim in full, then the balance of that claim shall have first priority over the next funds received by the Trustee until such claim is paid in full and any subsequent Owner who files a claim subsequent to the first mentioned claim, hereby acknowledges the priority of such first mentioned claim.

20.5 The amount of the payment due to any Receiving Owner shall be reduced by any Withdrawals.

21. EXPEDITIOUS DEVELOPMENT

21.1 The Owners agree to keep the Trustee informed on a timely basis on all matters arising with respect to the completion of the covenants, terms and conditions contained in their Subdivision Agreement.

21.2 The Owners agree that the development of their land shall be designed, insofar as is practicable, to facilitate the development of the lands owned by the other Owners. In the event that such design is not feasible each of the Owners agrees to fully cooperate with the others to enable each Owner to proceed with the development of its lands as expeditiously as possible.

21.3 The Owners agree to proceed diligently and in good faith to negotiate and settle the covenants, terms and conditions of any Subdivision Agreement with the City and/or the construction and payment of services with respect to each Owner's land and to do so as expeditiously as possible so as not to delay the development of the lands of other Owners.

22. CONDITIONS OF PLAN RELEASE

22.1 Each Owner agrees to a condition being inserted into its Subdivision Agreement with the City precluding the release by the City of a Plan of Subdivision for registration unless the Clearance Letter is given by the Trustee to the City.

22.2 The Owners hereby authorize and direct the Trustee to advise the City when an Owner is in default pursuant to this Agreement and to further request the City not to release for registration any Plan of Subdivision of a defaulting Owner. The Trustee shall also respond appropriately and expeditiously to a request from the City as to whether an Owner is in good standing or in default under this Agreement.

23. PRIOR CONTRIBUTIONS

23.1 The Owners acknowledge and agree that any lands conveyed for Community Use or any Costs for Community Uses or any monies expended in preparing and obtaining the approval of the Community Plan prior to the execution of this Agreement and the drafting and preparing of this Agreement, including the administration of same prior to and after the execution of this Agreement shall be treated in the same manner as any lands transferred or Costs of Community Uses paid by an Owner after the date of execution of this Agreement.

24. TRUSTEE

24.1 Upon the execution hereof, the Owners shall, by a Weighted Majority decision of the Owners, appoint a person to perform the duties of the Trustee hereunder. In the first instance, the Owners shall appoint Paladin Development Consultants Inc. as the Trustee. The person appointed shall indicate its acceptance of the appointment whereby it agrees to perform the obligations required of the Trustee pursuant to this Agreement by execution of this Agreement and in addition the Trustee shall disclose any conflicts of interest with any of the Owners.

24.2 The Owners confer upon the Trustee the powers and authorities herein expressly mentioned, together with such other powers and authorities as a decision of the Weighted Majority of Owners shall confer upon the Trustee from time to time in writing.

24.3 By way of supplement to the provisions of any Act or legislative enactment of the Province of Ontario for the time being relating to trustees and in addition to any other provision of this Agreement relating to the Trustee, it so expressly declared as follows:

- (a) In the exercise of the rights and performance of the duties and obligations prescribed or conferred by the terms of this Agreement, the Trustee shall exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (b) The Trustee may, in relation to this Agreement, act on the opinion or advice of or information obtained from any lawyer, accountant, engineer, or other expert selected by it, but shall not be bound to act upon such opinion, advice or information, and may employ such assistance as may be necessary to the proper discharge of its duties and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid;
- (c) The Trustee shall not be liable for or by reason of any statements of fact or recitals contained in this Agreement nor shall it be required to verify the same.

24.4 Immediately after the Trustee becomes aware of the occurrence of a default by any party hereto under this Agreement, the Trustee shall give notice of such default to each Owner. The Trustee shall not be entitled to commence any act, action or proceeding for the purpose of enforcing this Agreement unless by a Weighted Majority decision of the Owners, the Owners have directed the Trustee to commence such proceeding.

24.5 Any Owner (other than an Owner who is then in default of any provision of this Agreement) may (without prejudice to any other right it might have to take proceedings on its own behalf) upon receiving notice from the Trustee of the occurrence of a default under this Agreement, by notice to the Owners, convene a meeting of the Owners to be held at a place in the Cities of Barrie, Vaughan or Toronto as specified in the notice on the date between ten (10) and twenty (20) calendar days following the date of delivery of such notice to consider the question of whether or not the Trustee should be directed by the Owners to commence any act, action or proceeding to remedy such default. Any question, matter or thing considered at such meeting shall be decided by a vote of the Weighted Majority of the Owners other than the defaulting Owner and the decision to commence any action or proceeding shall be forthwith communicated to the Trustee. If the Trustee fails to commence an action or proceeding within forty-five (45) calendar days after being notified to do so, then any Owner may commence an action or proceeding hereunder at its own expense in addition to exercising any other remedy available to it.

24.6 The Trustee shall not be obligated to commence any action or proceeding pursuant to Section 24.5 hereof unless the Owners who voted in favour of such action provide the Trustee with an indemnity reasonably satisfactory to the Trustee protecting the Trustee and holding it harmless against the costs, charges, expenses and liabilities to which the Trustee may reasonably anticipate to be exposed by reason of such act, action or proceeding and also pay the Trustee such amount as may reasonably be requested by the Trustee as a deposit against the expenses of commencing and prosecuting such act, action or proceeding.

24.7 None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur financial liability.

24.8 The Trustee may resign its trust hereunder and be discharged from all further duties and liabilities under this Agreement by giving to the Owners thirty (30) calendar days notice in writing or such shorter notice as the Owners may accept as sufficient; provided however, in the event that the Owners direct the Trustee to commence any act, action or proceeding for the purpose of enforcing this Agreement or to do any thing in any way related to this Agreement that the Trustee is unwilling or unable to commence or do, the Trustee may immediately resign its trust and be discharged from all further duties and liabilities as aforesaid by giving to the Owners notice in writing. The Owners shall have the power at any time on thirty (30) calendar days notice to the Trustee, by instrument in writing executed by a Weighted Majority decision of the Owners to remove the Trustee and to appoint a new Trustee. In the event of the Trustee's resignation or removal as aforesaid, the Owners shall by

instrument executed by a Weighted Majority of such Owners, forthwith appoint a new Trustee; however any new Trustee so appointed by the Owners may likewise be subject to removal as aforesaid. On any new appointment by the Owners, the new Trustee shall execute an agreement with the Owners whereby the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it has been originally named as Trustee, at the expense of the Owners, all such conveyances, funds, records or other instruments as may be necessary or desirable for the purpose of assuring the same to the new Trustee.

24.9 The Trustee shall report annually within thirty (30) calendar days for the period ending on December 31 to each Owner with respect to the state of accounts maintained by it hereunder. The Trustee shall also report to each Owner with respect to the state of such accounts within ten (10) business days of the end of any month in which a Contribution or Withdrawal is made hereunder. Each Owner shall have the right to require an audit of the state of accounts maintained by the Trustee upon giving thirty (30) calendar days notice thereof provided that the costs of such audit shall be borne entirely by the Owner requiring such audit.

24.10 The Owners shall pay on a proportionate basis the Trustee's fees and disbursements plus applicable goods and services taxes (including persons retained by the Trustee pursuant to its powers under this Agreement). The aforesaid payments shall be made monthly from funds received by the Trustee pursuant to Section 11 hereof.

25. FINAL ACCOUNTING

25.1 Subject to the completion of the events described in Section 47 following the registration of Plans of Subdivision against all the lands of the Owners and the final determination by the Consulting Engineer of the total costs of the Community Uses, a final accounting shall be made by the Trustee and all funds remaining in the Operating Fund maintained by the Trustee hereunder shall be distributed amongst the Owners, each Owner to receive its Proportionate Share of such funds, provided it is not in default in any of its obligations under this Agreement. If an Owner is in default, its Proportionate Share of such funds shall be dealt with by the Trustee as the Weighted Majority of Owners that are not in default direct.

26. NOTICE OF AGREEMENT ON TITLE

- 26.1 The Trustee, if so directed by a Weighted Majority of Owners, shall:
- (a) register this Agreement by notice, application or the like, against the title of such Owner's lands in the appropriate Land Registry Office and provided that this Agreement shall be subordinate to any subdivision agreement entered into with the City in respect of such Owner's lands; and
 - (b) register a release of this Agreement, notice or application, (as the case

may be) in respect to the lands of any Owner against which a Plan of Subdivision has been registered and in respect of which the requirements hereof for payments and the provision of Community Uses have been satisfied. Pending registration of such release, each Owner hereby pledges and charges its lands with the payments and obligations hereby undertaken with the intention of creating a lien and charge there against in favour of the Trustee for the benefit of the Owners (other than an Owner in default) and which lien and charge may be enforced in the same manner as a mortgage in default.

27. DEFAULTING OWNERS

27.1 If at any time or from time to time an Owner does not pay or advance its share of moneys required pursuant to any provision of this Agreement that calls for the payment or advance of moneys or is otherwise in default of any term, covenant, agreement or provision of this Agreement, or fails to provide any necessary easement or right-of-way as required pursuant to Section 28 hereof, such Owner is hereinafter referred to as a "Defaulting Owner" and the other Owners as "Non Defaulting Owners" and the amount of such moneys owed by the Defaulting Owner shall hereinafter be called the "Defaulted Amount". The Defaulted Amount shall bear interest at a rate of interest equal to the Prime Rate in effect on the last day of each and every month for such month plus 4% per annum and until so paid pursuant to this Agreement the Defaulted Amount, together with interest thereon is aforesaid shall, to the extent thereof, be an constitute a lien and charge on an against the Defaulting Owner's Lands in favour of the Trustee on behalf of the Non Defaulting Owners and the proceeds derivable from the sale of land by the Trustee to which such Defaulting Owner would otherwise be entitled, it being the intent of the parties hereto that a security interest, lien or other encumbrance would thereby be granted or imposed by the Defaulting Owner's interest therein and the Non Defaulting Owner's interest therein. In the event that the Defaulted Amount plus interest as aforesaid is paid in full by the Defaulting Owner then the Trustee shall execute any necessary release or discharge of such charge or security interest. In the event of default as aforesaid and should such default continue for thirty (30) calendar days after written notice thereof is given to the Defaulting Owner by the Trustee, the Non Defaulting Owners shall have the right (but not the obligation) to advance the Defaulting Owner's portion in accordance with its Proportionate Share or estimated Proportionate Share and the amount so advanced shall be owing and repaid forthwith by the Defaulting Owner, and until repaid, shall bear a rate of interest per annum equal to the Prime Rate on effect on the last day of each and every month for such month plus four (4) percent per annum and, until so repaid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge on an against the Defaulting Owner's lands and the proceeds derivable from the sale of land by the Trustee to which the Defaulting Owner would otherwise be entitled, it being the intent of the parties hereto that a security interest, lien or other encumbrance would thereby be created or imposed upon the Defaulting Owner's interest therein and the Non Defaulting Owners shall have all the rights and remedies of a mortgagee in respect of a mortgage in default and a secured party under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended from

time to time, and the Trustee shall execute, as attorney for the Defaulting Owner such further assurances for such purposes or charge as may be necessary to protect the interest of the Non Defaulting Owners. The Trustee shall be entitled to register such charge against the title of the lands of the Defaulting Owner at any time.

28. EASEMENT

28.1 Each Owner agrees, from time to time at the request of any other Owner, subject to compliance with the *Planning Act* or any applicable successor legislation, to grant to such other Owner or to the City or any utility company any easement which for purposes of this section means both a temporary working easement and the permanent easement in, to or across any part of the first mentioned Owner's lands in the Community in an appropriate location as determined by the Consulting Engineer (except those parts thereof on which any building has been constructed or which is designated for the construction of a building or where a driveway, parking area or the like is proposed, unless such easement permits such use), which is required for the installation or maintenance of Community Uses, roads, electric current, water, gas and other public and private utilities, including telephone and television cables, culverts, retention ponds, storm and sanitary sewers or ditches and any other services necessary for the development of the first mentioned Owner's lands. The Owner over whose lands such easement is to be situated, agrees to grant reasonable access over its lands to the Consulting Engineer, the Owner requiring such easement or its authorized representatives for the purpose of surveying, staking and generally establishing the proposed location of the easement. Any such easement or right-of-way contemplated in this section is to be provided by such Owner (at no cost to such Owner) within thirty (30) calendar days from receipt by such Owner of the easement or right-of-way documentation. Each Owner agrees that any damage to improvements occasioned by such installation or maintenance made for it or on its behalf shall be repaired and made good as expeditiously as possible. An application for any statutory consent required for any grant of easement shall be made by and at the expense of the Owner requesting such grant of easement and the other Owners shall provide such authorizations as may be necessary with respect thereto.

28.2 Prior to any grant of easement pursuant to this section, the Owner requesting such easement, if requested by the granting Owner, shall deliver a letter of credit or cash security to the Trustee in an amount determined by the Consulting Engineer to secure the obligations of the Owner to restore the property of the Owner providing the easement in a manner which the Consulting Engineer deems satisfactory. Upon the Consulting Engineer providing the Trustee with a Certificate confirming that the affected Owner's Lands have been restored in a manner satisfactory to the Consulting Engineer then the letter of credit or cash security may be released by the Trustee back to the Owner providing same.

28.3 The granting Owner assumes no risks or responsibility for relocating such easement as a result of changes in the plan of either the requesting or granting Owner.

29. FUNCTION OF CONSULTING ENGINEER

29.1 Without limiting any provision of this Agreement, the functions of the Consulting Engineer shall include:

- (a) Certifying completion or substantial completion of Community Uses or part of Community Uses when it is either necessary or desirable to do so for the purposes of this Agreement;
- (b) Receiving from the Owners copies of contracts for the construction of Community Uses or part thereof, assessing the reasonableness or otherwise of such costs and certifying to the Trustee in respect thereof;
- (c) Where an Owner requests payments on account of the cost of Community Uses, or the cost-shared portion of the cost of Community Uses, examining the progress of the work and certifying the same to the Owners concerned and the Trustee and calculating an amount which may be required from other Owners (notwithstanding the foregoing, the Consulting Engineer may rely on progress certificates and supporting documents provided by an Owner);
- (d) Determining the estimated cost and final cost of any Community Uses;
- (e) Preparing preliminary and final calculations as required by the Trustee with respect to all matters relating to the determination of each Owner's Proportionate Share;
- (f) Reviewing and adjusting preliminary calculations from time to time and certifying any variations to the Trustee for the purposes of adjusting accounts;
- (g) Determining the increase in cost, either by virtue of diameter or depth, arising from any oversizing of any service, and determining which Owners are benefited thereby.

29.2 None of the provisions contained in this Agreement shall require the Consulting Engineer to expend or risk its own funds or otherwise incur financial liability and the Owners agree to indemnify jointly and severally the Consulting Engineer and to have the Trustee pay all fees and disbursements in connection with the performance by the Consulting Engineer of any of its duties or in the exercise of any of its rights or powers hereunder. It is acknowledged that the Consulting Engineer is being required by the Owners to estimate the Cost of Community Uses and other matters pursuant to the terms of this Agreement and the Owners hereby expressly acknowledge and agree that so long as the Consulting Engineer is not negligent, fraudulent or acting in bad faith in making such estimates, the Owners and each of them shall not make any claim or demand against the Consulting Engineer in respect of any error or inconsistency arising out of such estimates made by the Consulting Engineer pursuant to the terms of

this Agreement, from time to time.

29.3 Each Owner shall be liable for its Proportionate Share of the Consulting Engineer's fees and disbursements (including persons retained by the Consulting Engineer pursuant to its powers under this Agreement). Payment of the Consulting Engineer's fees shall be made by the Trustee from the moneys received by the Trustee pursuant to Section 11 hereof.

30. TIME OF THE ESSENCE

30.1 Time shall be of the essence of this Agreement and each of its provisions.

31. FURTHER ASSURANCES

31.1 The Owners hereto agree to execute such other instruments as may from time to time be necessary or desirable to give effect to the provisions of this Agreement.

32. REMEDIES CUMULATIVE

32.1 No remedy herein conferred upon or reserved in favour of any party hereto shall exclude any other remedy herein or existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing.

33. WAIVER

33.1 The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise by any party to this Agreement of any of its rights provided by this Agreement shall not preclude or prejudice such party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder. Any waiver by any party hereto of the performance of any of the provisions of this Agreement shall be effective only if it is in writing and signed by a duly authorized representative of such party.

34. INDEPENDENT LEGAL ADVICE

34.1 The Owners represent and warrant that they have received independent legal advice in respect of this Agreement to the effect that this Agreement constitutes a valid and binding obligation on them and is enforceable in accordance with its terms.

35. NOTICES AND COMMUNICATIONS

35.1 All communications which may be or are required to be given by any party

to another herein, shall be in writing and shall be delivered or sent by electronic facsimile to the parties at their addresses set forth in Schedule "H" hereto and the original to be sent by ordinary mail. Any communication shall be conclusively deemed to have been received at the time of delivery or upon receipt if sent by electronic facsimile. A party may from time to time change its address hereinbefore set forth by notice to the Trustee and the other Owners in accordance with this section.

36. ARBITRATION

36.1 Notwithstanding other provisions contained herein, if any claim or dispute shall arise with respect to any of the provisions of this Agreement herein or to the decisions and/or determinations of the professionals appointed by the Owners under this Agreement including the Consulting Engineer and the Trustee or the performance or non-performance by any of the Owners of the provisions hereof or the Consulting Engineer does not agree with the process contained in a Construction Contract, any Owner by service of notice in writing to the other Owners and the Trustee, has the right to require that such claim or dispute be submitted to and settled by a single arbitrator pursuant to the provisions of the *Arbitrations Act* of Ontario whose decision shall be conclusive and binding upon all of the parties hereto and judgment may be rendered thereon which judgement is agreed to be without recourse to appeal, provided however that the Owners shall continue their performance of the terms and conditions of this Agreement and shall continue to make payments in accordance therewith before and during any such arbitration proceeding and, without limiting the generality of the foregoing, it is agreed that under no circumstances, shall the Plan of Subdivision of an Owner in default be registered until such Owner has made the payments and delivered the conveyances as required by the terms of this Agreement.

37. DISPOSITION OF LANDS

37.1 No Owner may convey all or any part of its lands prior to the registration of a Plan of Subdivision in respect of the lands intended to be conveyed and the fulfilment by the Owner of its obligations pursuant to this Agreement in respect of such lands unless the Owner wishing to convey the lands and the person acquiring such lands enter into an Agreement in registrable form with the other Owners in the form of Schedule "I - 1" hereto and sign the forms of acknowledgement as set out in Schedule "I - 2". Such new agreement shall provide for an appropriate redistribution of the conveying Owner's Proportionate Share between the conveying Owner and the acquiring owner. Any conveyance in contravention of this provision shall be null and void. Upon the person acquiring such lands entering into the agreement with the other Owners in the terms of Schedule "I - 1" hereto the obligations of the Owner conveying such lands to such person under the terms of this Agreement shall be at an end with respect to the lands so conveyed.

38. ADDITIONAL PARTIES

38.1 Whenever a person who owns land in the Community is agreeable to becoming a party to this Agreement or is required by the City to become a party to this

Agreement, then such person shall execute an agreement in the form attached hereto as Schedule "I- 1" and sign a form of acknowledgement in the form as set out in Schedule "I - 2", whereupon such person and the lands in the Community owned by such person shall be bound by all terms and provisions of this Agreement as fully as if such person had been originally named as a party to this Agreement and all appropriate adjustments/additions shall be made to the relevant provisions of this Agreement and its schedules. Any person who owns land in the Community who becomes a party to this Agreement subsequent to the date of execution hereof covenants and agrees that the City and the Trustee shall not be required to consent to any Plan of Subdivision on such Owner's lands until such time as such Owner has paid to the Trustee all monies owing by such Owner pursuant to the terms of this Agreement to the Trustee. The amount required to be paid by a party becoming a party to this Agreement subsequent to the execution thereof as contemplated in this paragraph shall include an adjustment on January 1 and July 1 of each year following completion of the Community Uses in accordance with the Engineering News Record Construction Cost Index for Toronto or any successor index with such adjustments to be based upon the change in that index for the six (6) month period ending December 31 and June 31 respectively.

39. AGREEMENT BINDING

39.1 Subject to the provisions of Section 38 hereof, this Agreement and all of the terms, covenants, conditions and other provisions contained herein and all of the obligations under or pursuant to this Agreement shall run with the lands described herein and shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns, including all mortgages of any part of the Owners' lands.

40. POWER OF ATTORNEY

40.1 Each Owner shall, upon its execution of this Agreement, execute in duplicate an irrevocable Power of Attorney in the form attached as Schedule "G" hereto, which Power of Attorney shall entitle the Trustee:

- (a) to register this Agreement by notice, application or the like, against the title of such Owner's lands in the appropriate Land Registry Office (on the form prescribed),
- (b) to register a release of this Agreement, notice or application, (as the case may be) in respect to the lands of any Owner against which a Plan of Subdivision has been registered and in respect of which the requirements hereof for payments and the provision of Community Uses have been satisfied. Pending registration of such release, each Owner hereby pledges and charges its lands with the payments and obligations hereby undertaken with the intention of creating a lien and charge there against in favour of the Trustee for the benefits of the Owners (other than an Owner in default) and which lien and charge may be enforced in the same manner as a mortgage default.

- (c) to execute all documents and to do all acts that may be necessary or required to obtain any easements, rights of way or other documents as may be required and as permitted under this Agreement.

41. PLANNING ACT

41.1 This Agreement is conditional upon compliance with the provisions of the Planning Act, R.S.O. 1990 c. P. 13, as amended.

42. ENTIRE AGREEMENT

42.1 Subject only to Section 48 hereof, this Agreement sets forth the entire agreement between the Parties hereto and supersedes all prior understandings and communications among the Parties hereto or any of them, oral or written, with respect to the subject matter of this Agreement.

43. INTERPRETATION

43.1 Words importing the singular number only shall include the plural, and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa; and words importing persons shall include the firms and corporations and vice versa; and words such as "hereunder", "hereto", "hereof", and other words commencing with "here" shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular article of paragraph thereof.

43.2 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

43.3 If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of the Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

44. COUNTERPART EXECUTION

44.1 This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes constitute one agreement, binding on all parties hereto notwithstanding that all parties are not signatories to the same counterpart.

45. HEADINGS

45.1 The headings in this Agreement, and in the Schedules hereto are solely

for convenience or reference and shall not affect the interpretation thereof nor be deemed to define, limit or construe the contents of any provisions of this Agreement.

46. ENCUMBRANCER'S CONSENT

46.1 The Owners shall use their best efforts to cause their respective encumbrancers, if any, to consent to the registration of this Agreement against the title to the lands as described in Schedules "A 1" to "A 9" inclusive.

47. TERMINATION OF THIS AGREEMENT

47.1 The Owners hereby covenant and agree that the terms and provision of this Agreement shall be at an end on that date one (1) year next after the date on which the last Plan of Subdivision is registered in respect of the lands within the Community.

48. AMENDMENT OF SCHEDULES

48.1 The Owners hereby acknowledge and agree that the Schedules to be attached to this Agreement may be amended from time to time and that upon such amendment, the amended Schedules shall have the same force and effect as if they had been appended to this Agreement upon the execution hereof.

49. DEVELOPMENT CHARGES ACT

49.1 Notwithstanding anything herein contained to the contrary, the Owners hereby state their intention not to cost share any costs which are included in any by-law which relates to the Community now or hereafter enacted in final form by the City, County or School Boards pursuant to the *Development Charges Act* and the Owners hereto hereby covenant and agree to instruct the Consulting Engineer to revise the Schedules to be annexed hereto, from time to time, to reflect the provisions of any such by-law and such amended Schedules shall thereafter be binding upon the Owners hereto as if the same had been in full force and effect as of the date of execution of this Agreement.

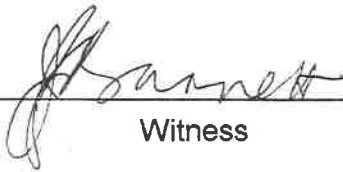
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

CRAIGMEL DEVELOPMENTS LTD.

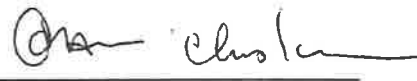
Per: 
Name: Melvin Brown
Position: Authorized Signing Officer

Per: _____
Name: Craig Hind
Position: Authorized Signing Officer

We have authority to bind the Corporation


Witness

Witness


Garry D. McCluskey

Gloria A. McCluskey

ESTON PROPERTIES INC.

Per: _____
Name: Michael K. Bunston
President

I have authority to bind the Corporation

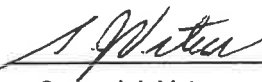
BROWDEL DEVELOPMENTS INC.

Per: 
Name Melvin Brown
Position: Authorized Signing Officer

Per: _____
Name
Position

We have authority to bind the Corporation

THE MEADOWS OF VELLORE INC.

Per: 
Name Samuel J. Vetere
President

I have authority to bind the Corporation

771955 ONTARIO LTD.

Per: 
Name Mario Cortellucci
Position: Authorized Signing Officer

I have authority to bind the Corporation

Witness

Vincenzo Apa

Witness

Anna Maria Apa

Witness

Salvatore Bruno

Witness

Teresa Bruno

Witness

Domenico Ditella

Witness

Maria Ditella

J. Barnett

Witness

G. Schuliakewich

Helga Schuliakewich

J. Barnett

Witness

Robert J. Gilroy

Robert J. Gilroy

J. Barnett

Witness

M. Joan Gilroy

M. Joan Gilroy

PALADIN DEVELOPMENT
CONSULTANTS INC.

Per: *Andrew Orr*

Andrew Orr, President

Jan '99

LIST OF SCHEDULES

Schedule "A" ("A1" - "A9")
Legal Description of the Owner's Land

Schedule "B"
Innis-Shore Secondary Land Use Concept Plan

Schedule "C"
Flood Plain Land

Schedule "D-1"
Developable Areas

Schedule "D-2"
Community Use Lands Contribution

Schedules "E1 - E7"
Community Servicing Costs

Schedule "F"
Environmental Protection Floodplain Contribution

Schedule "G"
Power of Attorney

Schedule "H"
Addresses for Notice

Schedules "I - 1" and "I - 2"
Disposition/Additional Parties

Schedule "J"
Cost Calculation Chart

SCHEDULE "A"

OWNERS AND LEGAL DESCRIPTIONS

SCHEDULE "A-1"

CRAIGMEL DEVELOPMENTS LTD.

Parcel 6-2, Section 51-954, Innisfil (formerly in the Township of Innisfil, County of Simcoe), now in the City of Barrie, being Part of Lot 16, Concession 12, designated as Part 1, Reference Plan 51R-9751.

SCHEDULE "A-2"

GARRY D. McCLUSKEY AND GLORIA A. McCLUSKEY

South half of Lot 16, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie, designated as Part 1, Reference Plan 51R-22928.

SCHEDULE "A-3"

ESTON PROPERTY INC.

Part of Lot 17, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie, designated as Part 2, Reference Plan 51R-13743.

SCHEDULE "A-4"

BROWDEL DEVELOPMENTS INC.

Parcel 18-1, Section 51-INN-12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie being composed of part of the north half of Lot 18, Concession 12, designated as Part 1, Reference Plan 51R-23307.

SCHEDULE "A-5"

THE MEADOWS OF VELLORE INC.

Part of Lot 17, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie.

SCHEDULE "A-6"

771955 ONTARIO LTD.

Part of Lot 18, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie.

SCHEDULE "A-7"

APA, BRUNO, DITELLA

Part of Lot 17, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie.

SCHEDULE "A-8"

HELGA SCHULIAKEWICH

Part of Lot 16, Concession 12 (formerly the Township of Innisfil, in the County of Simcoe), now in the City of Barrie, designated as Part 1, Reference Plan 51R-22937.

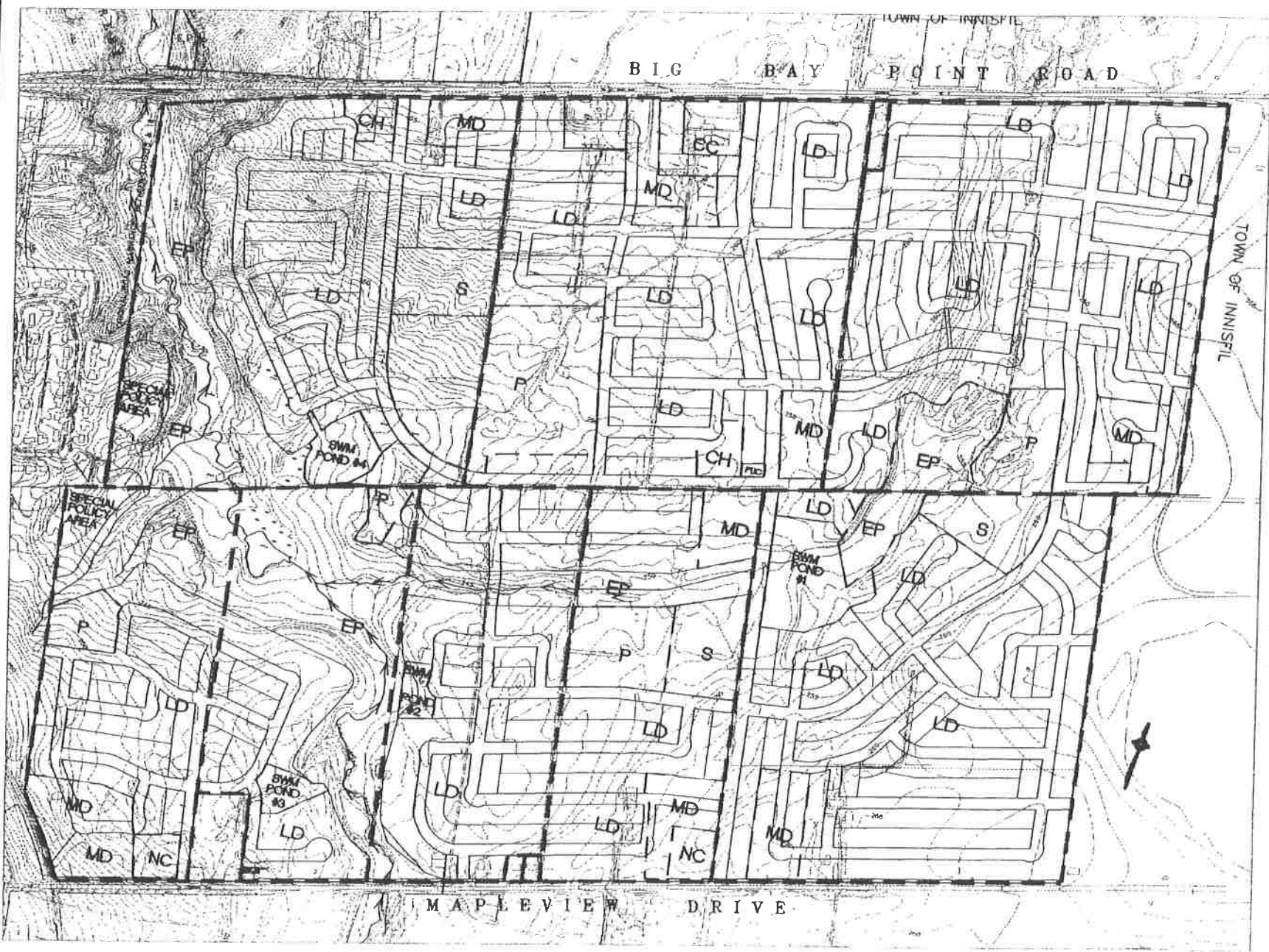
SCHEDULE "A-9"

ROBERT J. GILROY AND M. JOAN GILROY

Part of Lot 17, Concession 12 (formerly in the Township of Innisfil, in the County of Simcoe), now in the City of Barrie, designated as Part 1, Reference Plan 51R-18962.

INNIS-SHORE
PLANNING AREA
CONCEPT PLAN

SCHEDULE "B"



- LD LOW DENSITY RESIDENTIAL
- MD MEDIUM DENSITY RESIDENTIAL
- CH INSTITUTIONAL - CHURCH
- S INSTITUTIONAL - ELEMENTARY SCHOOL
- P OPEN SPACE - PARKLAND
- EP ENVIRONMENTAL PROTECTION AREA
- CC COMMUNITY COMMERCIAL
- NC NEIGHBOURHOOD COMMERCIAL

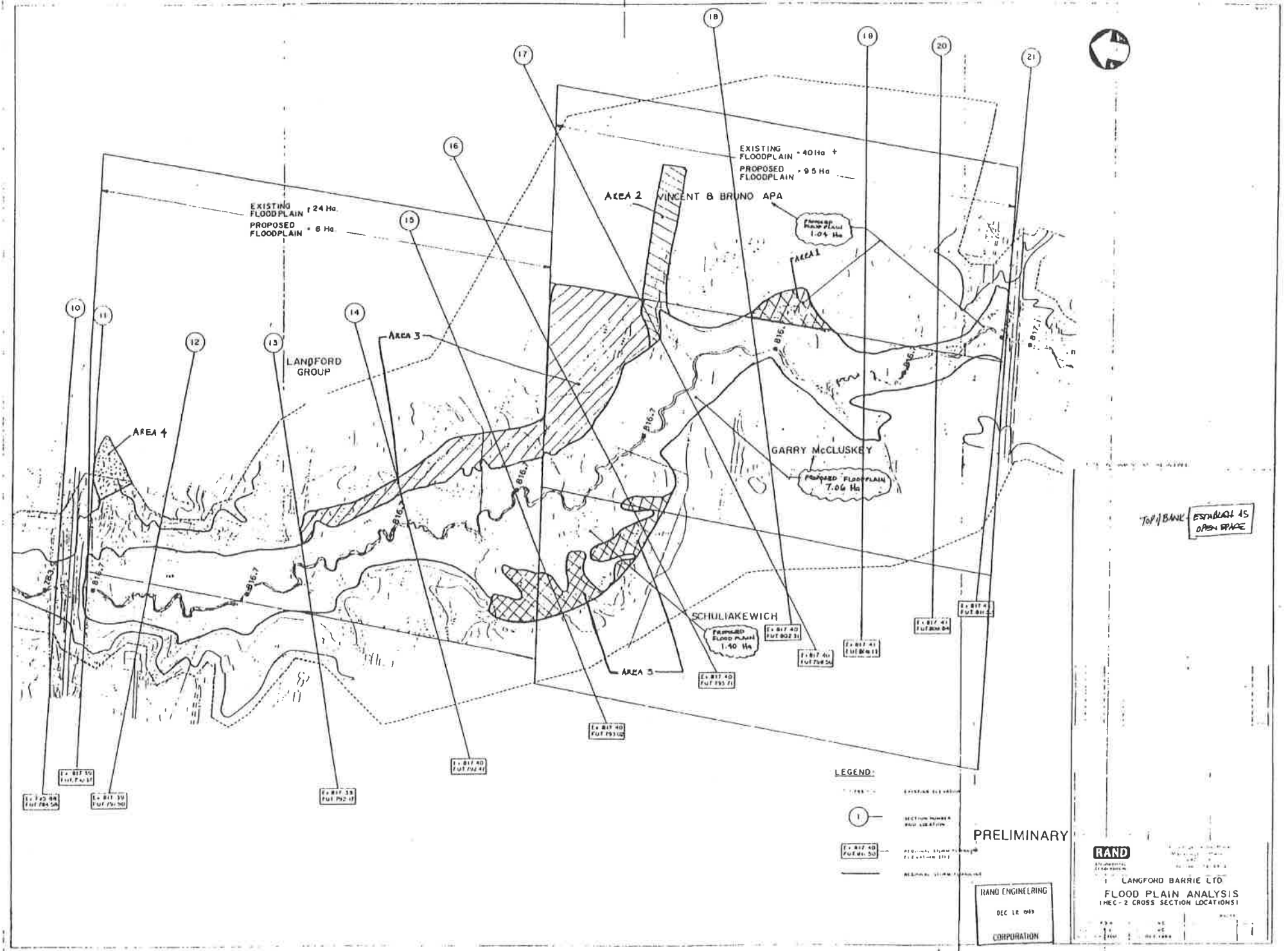
— SECONDARY PLAN BOUNDARY
 WATER COURSE

DRAFT

JANUARY 18, 1999
SCALE 1:2500



SCHEDULE "C"



SCHEDULE D-1: SCHEDULE OF DEVELOPABLE AREA OF OWNERS

Date: January 15, 1999

D-1

Description	Vistacan (West part of Mission)		East part of Mission of Deaf		Craigmei		Gilroy		Eston		Brown del		771955 Ontario Ltd		Mearlows		Apa Ditella Bruno		McCluskey		Schuliakewich		TOTAL
	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	Area (ha)	Units Pop	
Total Area ^{1 2}	22.35		32.63		42.27		40.15		1.01		41.73		41.69		20.67		20.37		20.03		20.24		303.15
Developable Area ^{1 2}	15.34		23.72		34.49		40.15		1.01		38.96		39.32		18.83		17.61		9.42		15.99		254.85
Low Density Residential, units ⁵		169		40		265		436		0		506		450		130		172		50		20	2237
Medium Density Residential, units ⁵		67		0		44		106				62		95		35						62	470
Special Policy Areas				235																			235
Total number of units ⁵		235		275		309		542		0		568		545		165		172		50		82	2942
Population ⁶		727		832		971		1692		0		1793		1706		513		550		160		238	9180
City File number	Not yet assigned																					n/a	
DEVELOPABLE																							
Low Density Residential, area	12.49		2.97		14.47		20.38				24.56		21.44		9.62		12.72		6.37		6.04		131.06
Medium Density Res.	1.91				1.08		2.68				1.74		2.33		0.99						2.32		13.05
Community Commercial							0.91		1.01														1.92
Neighbourhood Commercial			0.60												0.60						0.60		1.80
Institutional: Church					0.54	0.51	0.62																1.16
Institutional: School					2.03								2.03		2.03								6.09
Institutional: other			8.00																				8.00
Water Treatment plant			4.00																				4.00
Open Space / Parkland	0.75		1.16		4.19	4.19	5.44				2.12				2.51				0.59		1.09		17.85
SWM Ponds					1.24	1.25							1.82				0.50		0.61				4.17
Special Policy Areas			6.70		4.00	1.68															1.12		12.22
Misc. (Widenings, Access, etc.)	0.20		0.29		0.30		0.23				0.41		0.37		0.16		0.12		0.10		1.08		3.26
Roads					6.24		9.89				10.13		11.33		2.92		4.27		1.75		3.74		50.27
TOTAL DEVELOPABLE AREA	15.34		23.72		34.49		40.15		1.01		38.96		39.32		18.83		17.61		9.42		15.99		254.84
NON DEVELOPABLE																							
Environmental Protection ¹⁹	7.00		8.91		7.78						2.77		2.37		1.84		2.76		10.61		4.25		48.30
TOTALS ¹⁰	22.35 ha		32.63 ha		42.27 ha		40.15 ha		1.01 ha		41.73 ha		41.69 ha		20.67 ha		20.37 ha		20.03 ha		20.24 ha		303.14
	units = 235		units = 275		units = 309		units = 542		units = 0		units = 568		units = 545		units = 165		units = 172		units = 50		units = 82		
Acres as per Hewitt's	55.20		80.60		103.50		101.60		2.50		100.00		100.00		50.90		50.30		49.90		49.90		744.40
Dev. Acres as per Hewitt's	37.90		58.59		72.50		99.23		2.50		100.00		100.00		44.00		44.00		18.50		41.70		618.92

Note 1. Developable Area is total area less Environmental Protection Area.
 Note 2. Areas and units to be adjusted to conform to Approved Draft Plans.
 Note 3. Areas as per Jones fax of January 4, 1999 for Craigmei, Gilroy, Brown del, 771955 and Meadows. Gilroy data still to be changed for Transformer.
 Note 4.1: Draft Plans available: Craigmei: September 28, 1998; Gilroy: August 20, 1998; Brown del: September 15, 1998; Cortellucci: August 6, 1998 (and Valdor comments Dec 21, 1998); Meadows: December 17, 1998 (Owner still to approve).
 Note 4.2: Concept Plans: Apa: August 17, 1998; McCluskey: January 1999, under revision. Combined with Schuliakewich at 70 singles and 62 med. Density; Schuliakewich: January 1999, under revision. Combined with McCluskey at 70 singles and 62 med. Density.
 Note 5. Unit count based on low density at 13.5 units per ha. and medium density at 35 units per ha. unless updated data available from draft plans or discussions with owners. If draft plan data used, number shown in bold.
 Note 6. Population at 3.2 ppu for low density and 2.8 ppu for medium density.
 Note 7. East part of Mission total at 135,799 acres less Vistacan and developable at 96,489 less Vistacan.
 Note 8. East and west parts of Mission as per MSR Table 2.1, pro-rated by % developable areas and adjusted for known items. Roads and SWM pond area still to be added. Road widenings, see note on Schedule G. To be confirmed.

Vistacan % =	39.3%	15.34	16.10
Mission East % =	60.7%	23.72	24.90
		39.06	41.00
			0.95279

Note 9. Environmental protection Area includes flood plain area calculated by Rand Engineering and EPFC area. See Schedule F.
 Note 10. Total of Developable plus Non Developable areas.

SCHEDULE D-2: SCHEDULE OF COMMUNITY USE LANDS CONTRIBUTIONS

Date January 15, 1999

Description	Vistacan (West part of Mission)	East part of Mission of the Deaf	Chippewac	Gilroy	Eston	Browndel	771955 Ontario Ltd	Meadows	Apa. Ditella Bruno	Mc- Cluskey	Schulka- kewich	TOTAL
Developable area (ha) % of developable area	15.34 6.0%	23.72 9.3%	34.49 13.5%	40.15 15.8%	1.01 0.4%	38.96 15.3%	39.32 15.4%	18.83 7.4%	17.61 6.9%	9.42 3.7%	15.99 6.3%	254.85 100.0%
1. INSTITUTIONAL												
Area in development (ha): Churches Schools Other (8 ha on Mission lands) Water Treatment Plant			0.54 2.03	0.62			2.03	2.03				1.16 6.09 0.00 4.00
Area in development (ha): Total	0.00	4.00	2.57	0.62	0.00	0.00	2.03	2.03	0.00	0.00	0.00	11.25
Area required on dev. area basis (ha)	0.68	1.05	1.52	1.77	0.04	1.72	1.74	0.83	0.78	0.42	0.71	11.25
Institutional area over / (under) dedication	(0.68)	2.95	1.05	(1.15)	(0.04)	(1.72)	0.29	1.20	(0.78)	(0.42)	(0.71)	0.00
2. OPEN SPACE / PARKLAND												
Area in development (ha) Area required on dev. area basis (ha)	0.75 1.07	1.16 1.66	4.19 2.42	5.44 2.81		2.12 2.73		2.51 1.32		0.59 0.66	1.09 1.12	17.85 17.85
Open Space / Parkland area over / (under) dedicatio	(0.33)	(0.50)	1.77	2.63	(0.07)	(0.61)	(2.75)	1.19	(1.23)	(0.07)	(0.03)	0.00
3. SWM PONDS												
3.1. Pond 1:												
Contributing runoff factor (C*A) % of contributing runoff				7.88 17.4%	0.45 1.0%	17.53 38.8%	17.69 39.2%	1.58 3.5%				45.13 100.0%
Area within development (ha) Area required on developable area basis (ha)				0.32	0.02	0.71	1.82 0.71	0.06				1.82 1.82
Pond 1 over / (under) dedication				(0.32)	(0.02)	(0.71)	1.11	(0.06)				0.00
3.2. Pond 2:												
Contributing runoff factor (C*A) % of contributing runoff								5.40 49.6%	5.49 50.4%			10.89 100.0%
Area within development (ha) Area required on developable area basis (ha)								0.25	0.50 0.25			0.50 0.50
Pond 2 over / (under) dedication								(0.25)	0.25			0.00
3.3. Pond 3:												
Contributing runoff factor (C*A) % of contributing runoff										3.83 32.1%	8.10 67.9%	11.93 100.0%
Area within development (ha) Area required on developable area basis (ha)										0.61	0.41	0.61 0.61
Pond 3 over / (under) dedication										0.41	(0.41)	0.00
3.4. Pond 4:												
Contributing runoff factor (C*A) % of contributing runoff			15.52 47.6%	12.87 39.5%				1.58 4.8%	2.21 6.8%	0.41 1.2%		32.58 100.0%
Area within development (ha) Area required on developable area basis (ha)			1.24 0.59	0.49				0.06	0.08	0.02		1.24 1.24
Pond 4 over / (under) dedication			0.65	(0.49)				(0.06)	(0.08)	(0.02)		0.00
3.5. Pond 5:												
As yet undefined												
SWM Ponds over / (under) dedication	0.00	0.00	0.65	(0.81)	(0.02)	(0.71)	1.11	(0.37)	0.16	0.40	(0.41)	0.00
4. WALKWAYS / BLOCKS												
As yet undefined												
5. ROAD WIDENINGS												
5.1. Big Bay Point Road 5.2. Mapleview Drive 5.3. Major Collector 5.4. Minor Collector	0.20	0.29	0.30	0.23		0.41		0.16	0.12	0.10	1.08	1.43 1.83 0.84 0.80
Area within development (ha) Area required on developable area basis (ha)	0.20 0.30	0.29 0.46	0.51 0.66	0.39 0.77	0.00 0.02	1.05 0.75	1.00 0.76	0.16 0.36	0.12 0.34	0.10 0.18	1.08 0.31	4.90 4.90
Road widening area over / (under) dedication	(0.10)	(0.16)	(0.15)	(0.38)	(0.02)	0.30	0.24	(0.20)	(0.22)	(0.08)	0.77	0.00
TOTAL OVER / (UNDER) DEDICATION (ha)	(1.10)	2.29	3.32	0.29	(0.15)	(2.74)	(1.11)	1.82	(2.07)	(0.17)	(0.38)	0.00
Estimated value of over / (under) dedication	(\$177,141)	\$366,923	\$532,561	\$47,005	(\$24,576)	(\$439,201)	(\$178,076)	\$291,642	(\$331,587)	(\$26,988)	(\$60,563)	\$0

Note: Big Bay Point widening for Vistacan and Mission of the Deaf assumed @ 40% and 60% of present Mission length by 8m wide
 Note: SWM ponds for Vistacan and Mission of the Deaf still to be included
 Note: 8 ha "Institutional" on Mission of the Deaf assumed not a "Community Land Contribution" and not included.

Value of Community Land, unserviced = \$65,000 per acre
 \$160,550 per hectare

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date January 15, 1999

Table E-1: TRANSPORTATION

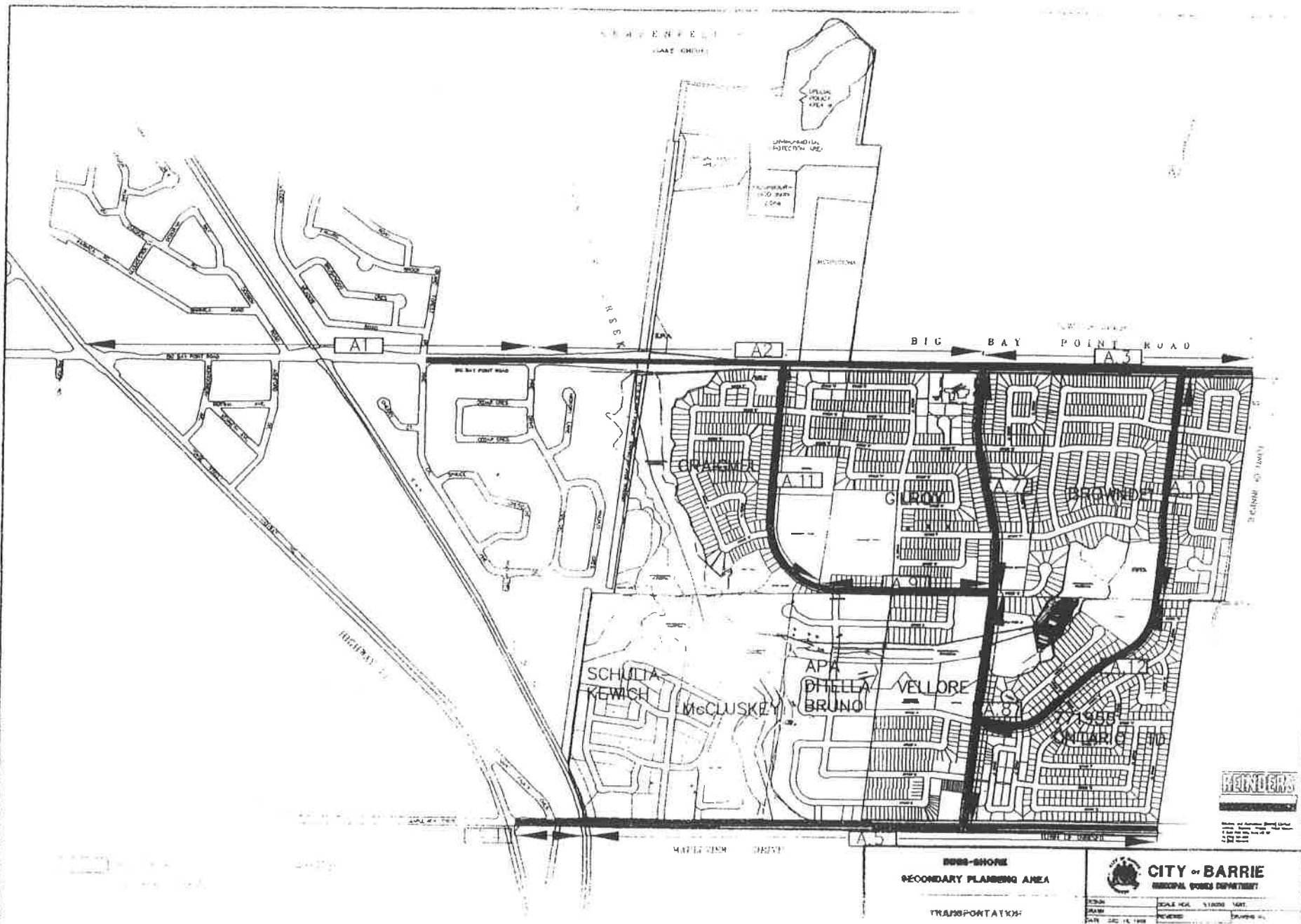
Item	Description	Total Est Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmel Developments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa, Ditella, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	38.96	40.25	18.83	17.61	20.03	15.99	255.8
	A: TRANSPORTATION															
	% share by developable area				6.0%	9.3%	13.5%	15.7%	0.4%	15.2%	15.7%	7.4%	6.9%	3.7%	6.3%	100.0%
	EXTERNAL:															
A.1	Big Bay Point Road from Yonge Street to Pine Drive	4,822,500 ¹	n/a	0	0	0	0	0	0	0	0	0	0	0	0	0
A.2	Big Bay Point Road from Pine Drive to Innis-Shore Major Collector	1,755,000 ¹	n/a	0	0	0	0	0	0	0	0	0	0	0	0	0
A.3	Big Bay Point Road (Major Collector to eastern boundary of ISPA), 850m @ 11m asphalt; (\$1130/m incl. Ditching and allowance for taper)	960,500 ²	112,200	848,300	50,889	78,669	114,384	133,169	3,357	129,212	133,491	62,450	58,404	31,242	53,031	848,300
A.4	Mapleview Drive (30m R.O.W., 11m asphalt), Yonge Street to ISPA western boundary, length 300m (\$1130/m incl. Stm)	339,000 ³	71,280	267,720	18,060	24,828	36,099	42,028	1,059	40,779	42,129	19,709	18,432	9,860	16,737	267,720
A.4	Mapleview Drive (30m R.O.W., 11m asphalt), ISPA western boundary to ISPA eastern boundary, length 1760m (\$1130/m incl. Stm)	1,988,800 ³	418,176	1,570,624	94,222	145,656	211,782	246,562	6,215	239,236	247,158	115,627	108,135	57,844	98,188	1,570,624
A.5	Reimbursement to City for re-hab. of BBPR bridge over CNR	247,000		247,000	14,818	22,906	33,305	38,775	977	37,623	38,869	18,184	17,006	9,097	15,441	247,000
	INTERNAL:															
A.8	Major Collector (26m R.O.W., 14m asphalt, Big Bay Point Road to Minor Collector, Gilroy property) length 700m (\$1050-\$480/m (local portion))	399,000 ⁴	352,800	46,200	2,772	4,284	6,230	7,253	183	7,037	7,270	3,401	3,181	1,701	2,888	46,200
A.9	Major Collector (26m R.O.W., 14m asphalt, Minor Collector to Mapleview Drive) length 700m (\$1050-\$480/m (local portion))	399,000 ⁴	352,800	46,200	2,772	4,284	6,230	7,253	183	7,037	7,270	3,401	3,181	1,701	2,888	46,200
A.10	Minor Collector (23m R.O.W., 11m asphalt, on Gilroy Property) length 560m (\$750-\$480/m (local portion))	151,200		151,200	9,070	14,022	20,388	23,736	598	23,031	23,793	11,131	10,410	5,569	9,452	151,200
A.11	Minor Collector (23m R.O.W., 11m asphalt, on Browndel Property) length 730m (\$750-\$480/m (local portion))	197,100		197,100	11,824	18,279	26,577	30,941	780	30,022	31,016	14,510	13,570	7,259	12,322	197,100
A.12	Minor Collector (23m R.O.W., 11m asphalt, on Craigmel Property) length 690m (\$750-\$480/m (local portion))	186,300		186,300	11,176	17,277	25,121	29,246	737	28,377	29,317	13,715	12,826	6,861	11,647	186,300
A.13	Minor Collector (23m R.O.W., 11m asphalt, on 771955 Ont. Ltd Property) length 700m (\$750-\$480/m (local portion))	189,000		189,000	11,338	17,527	25,485	29,670	748	28,788	29,742	13,914	13,012	6,961	11,815	189,000

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date January 15, 1999

Table E-1: TRANSPORTATION

Item	Description	Total Est. Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	CraigmeI Develop-ments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc	Apa, Ditella, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL
	<u>50% of 8.5m asphalt roads fronting Community Uses</u>		5													
A.13	CraigmeI School 135m	42,930		42,930	2,575	3,981	5,789	6,739	170	6,539	6,756	3,160	2,956	1,581	2,684	42,930
A.14	CraigmeI Commercial 77m	18,480		18,480	1,109	1,714	2,492	2,901	73	2,815	2,908	1,360	1,272	681	1,155	18,480
A.15	CraigmeI Church 77m	18,480		18,480	1,109	1,714	2,492	2,901	73	2,815	2,908	1,360	1,272	681	1,155	18,480
A.16	CraigmeI Park 395m	94,800		94,800	5,687	8,792	12,783	14,882	375	14,440	14,918	6,979	6,527	3,491	5,926	94,800
A.17	Gilroy Community Com. 100m	24,000		24,000	1,440	2,226	3,236	3,768	95	3,656	3,777	1,767	1,652	884	1,500	24,000
A.18	Gilroy Commercial (120+110=) 210m	50,400		50,400	3,023	4,674	6,796	7,912	199	7,677	7,931	3,710	3,470	1,856	3,151	50,400
A.19	Gilroy Church (80+84 =) 164m	39,360		39,360	2,361	3,650	5,307	6,179	156	5,995	6,194	2,898	2,710	1,450	2,461	39,360
A.20	Browndel Park 174m	41,760		41,760	2,505	3,873	5,631	6,556	165	6,361	6,571	3,074	2,875	1,538	2,611	41,760
A.21	771955 Ont. Ltd. School 250m	79,500		79,500	4,769	7,373	10,720	12,480	315	12,109	12,510	5,853	5,473	2,928	4,970	79,500
A.22	Apa Ditella Park 340m	81,600		81,600	4,895	7,567	11,003	12,810	323	12,429	12,841	6,007	5,618	3,005	5,101	81,600
A.23	Apa Ditella School 200m	63,600		63,600	3,815	5,898	8,576	9,984	252	9,688	10,008	4,682	4,379	2,342	3,976	63,600
A.24	Apa Ditella Neighbourhood Com. 340m	81,600		81,600	4,895	7,567	11,003	12,810	323	12,429	12,841	6,007	5,618	3,005	5,101	81,600
Total A: TRANSPORTATION		12,270,910	1,307,256	4,386,154	263,125	406,761	591,426	688,554	17,357	668,096	690,217	322,902	301,981	161,537	274,201	4,386,154



SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date: January 15, 1999

Table E-2: SANITARY SEWAGE

Item	Description	Total Est. Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmeel Developments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa, Ditella, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	38.96	40.25	18.83	17.61	9.42	15.99	255.8
	B: SANITARY SEWAGE															
	EXTERNAL Hewitt's Trunk (see separate CS Agreement)															
	Contributing developable Area (ha)							26.05	1.01	38.96	40.25	1.53				107.80
	% share by Catchment Area							24.2%	0.9%	36.1%	37.3%	1.4%				100.0%
B.1	INTERNAL Trunk MH 45A to int. of Minor Collector and Major Collector (800m @ 20/m above local component)	16,000		0				0	0	0	0	0				0
	Total B: SANITARY SEWERS	16,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Note: Internal sewers not considered a "Community Servicing" cost. To be shared through individual agreements between benefitting owners

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date January 15, 1999

Table E-3: WATER DISTRIBUTION

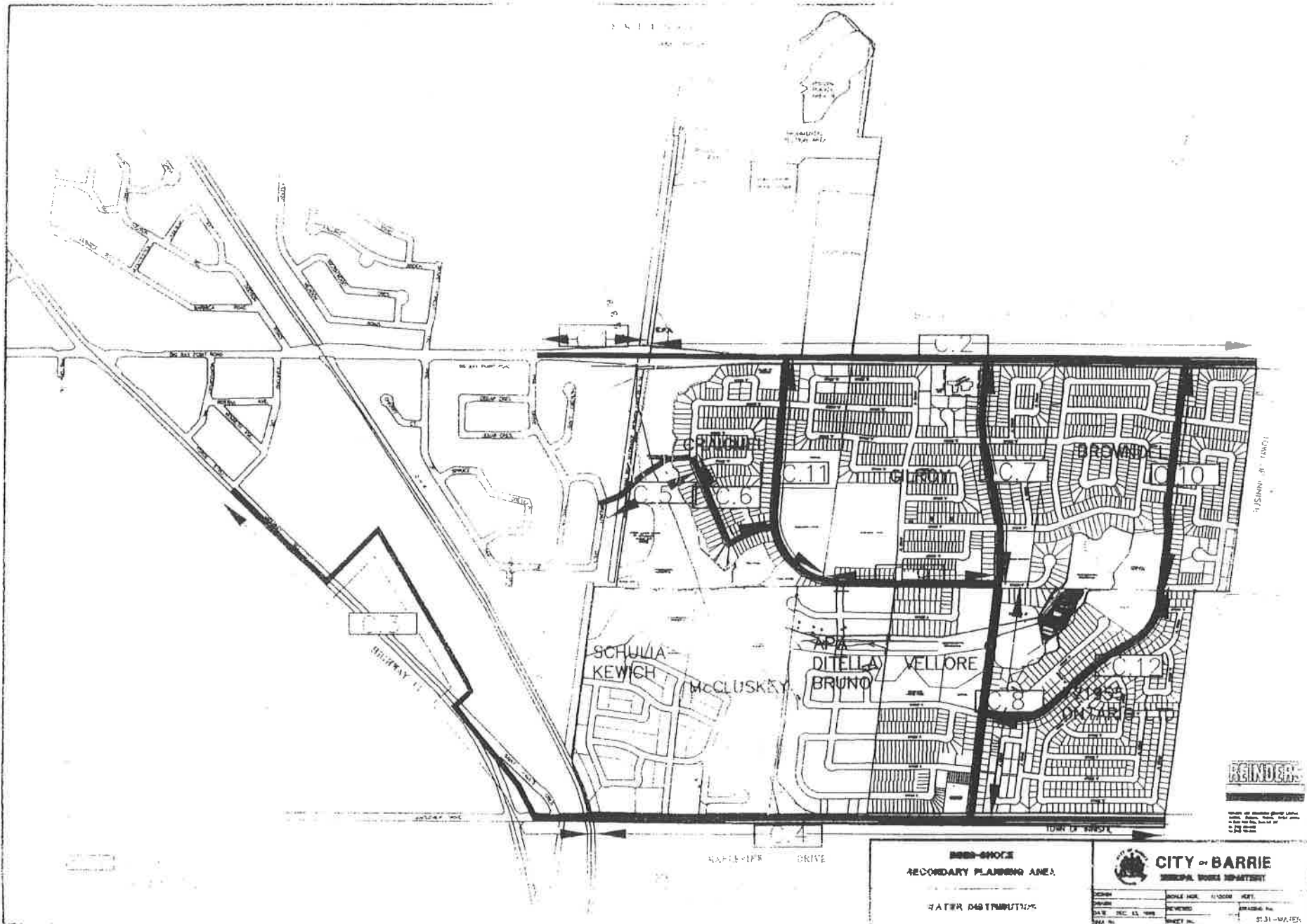
Item	Description	Total Est Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	CraigmeI Developments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Contellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa, Ditella, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL	
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1	
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	38.96	40.25	18.83	17.61	9.42	15.99	255.8	
	City File number				Not yet assigned												
	C: WATER DISTRIBUTION																
	Average daily demand (l/s)																0.0
	% share by average daily demand																0.0%
	% share by developable area				6.0%	9.3%	13.5%	15.7%	0.4%	15.2%	15.7%	7.4%	6.9%	3.7%	6.3%	100.0%	
	EXTERNAL																
	<u>Big Bay Point Road</u>																
C.1	400mm Pine Dr. to ISPA Western boundary, length 360m (\$400/m)	144,000	43,039	100,961	6,057	9,363	13,614	15,849	400	15,378	15,888	7,433	6,951	3,718	6,312	100,961	
C.2	400mm ISPA West boundary to East boundary, length 1870m (\$400/m)	748,000	223,561	524,439	31,461	48,635	70,715	82,328	2,075	79,882	82,527	38,608	36,107	19,314	32,785	524,439	
	<u>Mapleview Drive East</u>																
C.3	300mm Ashford Dr. to ISPA Western boundary, length 1810m (\$250/m)	452,500	37,410	415,090	24,901	38,494	55,970	65,162	1,643	63,226	65,320	30,558	28,578	15,287	25,949	415,090	
C.4	300mm Western boundary to Eastern boundary, length 1760m (\$250/m)	440,000	227,040	212,960	12,775	19,749	28,715	33,431	843	32,438	33,512	15,678	14,662	7,843	13,313	212,960	
	<u>Loop under Hewitt's Creek</u>				0	0	0	0	0	0	0	0	0	0	0	0	0
C.5	200mm Main Walnut Dr. to CraigmeI Minor Rd. (\$200/m + \$42,000 Creek Crossing)	82,000		82,000	4,919	7,604	11,057	12,873	324	12,490	12,904	6,037	5,646	3,020	5,126	82,000	
	INTERNAL				0	0	0	0	0	0	0	0	0	0	0	0	0
C.6	200mm Main CraigmeI Minor Rd. to Minor Collector, length 450m (\$200/m-\$100/m local portion)	45,000		45,000	2,700	4,173	6,068	7,064	178	6,854	7,081	3,313	3,098	1,657	2,813	45,000	
C.7	Major Collector 300mm Main, Big Bay Point Road to Minor Collector, Gilroy property, length 700m (\$250/m-\$100/m local portion)	105,350	105,350	0	0	0	0	0	0	0	0	0	0	0	0	0	
C.8	Major Collector 300mm Main, Minor Collector to Mapleview Drive, length 700m (\$250/m-\$100/m local portion)	105,350	105,350	0	0	0	0	0	0	0	0	0	0	0	0	0	
C.9	Minor Collector 200mm Main on Gilroy Property, length 560m (\$200/m-\$100/m local portion)	56,000		56,000	3,359	5,193	7,551	8,791	222	8,530	8,812	4,123	3,856	2,062	3,501	56,000	
C.10	Minor Collector 200mm Main on Browndel Property, length 730m(\$200/m-\$100/m local portion)	73,000		73,000	4,379	6,770	9,843	11,460	289	11,119	11,487	5,374	5,026	2,688	4,564	73,000	
C.11	Minor Collector 200mm Main on CraigmeI Property, length 690m(\$200/m-\$100/m local portion)	69,000		69,000	4,139	6,399	9,304	10,832	273	10,510	10,858	5,080	4,751	2,541	4,314	69,000	

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date January 15, 1999

Table E-3: WATER DISTRIBUTION

Item	Description	Total Est Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmel Developments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc	Apa, Ditella, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL
C.12	Minor Collector 200mm Main on 771955 Ont. Ltd Property, length 700m (\$200/m-\$100/m local portion)	70,000		70,000	4,199	6,492	9,439	10,989	277	10,662	11,015	5,153	4,819	2,578	4,376	70,000
	<u>50% of 150mm mains fronting Community Uses</u>															
C.13	Craigmel School 135m	6,750		6,750	405	626	910	1,060	27	1,028	1,062	497	465	249	422	6,750
C.14	Craigmel Commercial 77m	3,850		3,850	231	357	519	604	15	586	606	283	265	142	241	3,850
C.15	Craigmel Park 395m	19,750		19,750	1,185	1,832	2,663	3,100	78	3,008	3,108	1,454	1,360	727	1,235	19,750
C.16	Craigmel Church 77m	3,850		3,850	231	357	519	604	15	586	606	283	265	142	241	3,850
C.17	Gilroy Community Com. 100m	5,000		5,000	300	464	674	785	20	762	787	368	344	184	313	5,000
C.18	Gilroy Commercial (120+110=) 210m	10,500		10,500	630	974	1,416	1,648	42	1,599	1,652	773	723	387	656	10,500
C.19	Gilroy Church (80+84 =) 164m	8,200		8,200	492	760	1,106	1,287	32	1,249	1,290	604	565	302	513	8,200
C.20	Browndel Park 174m	8,700		8,700	522	807	1,173	1,366	34	1,325	1,369	640	599	320	544	8,700
C.21	771955 Ont. Ltd. School 250m	12,500		12,500	750	1,159	1,685	1,962	49	1,904	1,967	920	861	460	781	12,500
C.22	Apa Ditella Park 340m	17,000		17,000	1,020	1,577	2,292	2,669	67	2,589	2,675	1,252	1,170	626	1,063	17,000
C.23	Apa Ditella School 200m	10,000		10,000	600	927	1,348	1,570	40	1,523	1,574	736	688	368	625	10,000
C.24	Apa Ditella Neighbourhood Com. 340m	17,000		17,000	1,020	1,577	2,292	2,669	67	2,589	2,675	1,252	1,170	626	1,063	17,000
TOTAL C: WATER DISTRIBUTION		2,513,300	741,750	1,771,550	106,275	164,289	238,875	278,104	7,010	269,841	278,776	130,419	121,969	65,244	110,748	1,771,550



BIRD-SHOKE
SECONDARY PLANNING AREA

WATER DISTRIBUTION

CITY OF BARRIE
MUNICIPAL WORKS DEPARTMENT

DATE: DEC. 23, 1988
SCALE: AS SHOWN

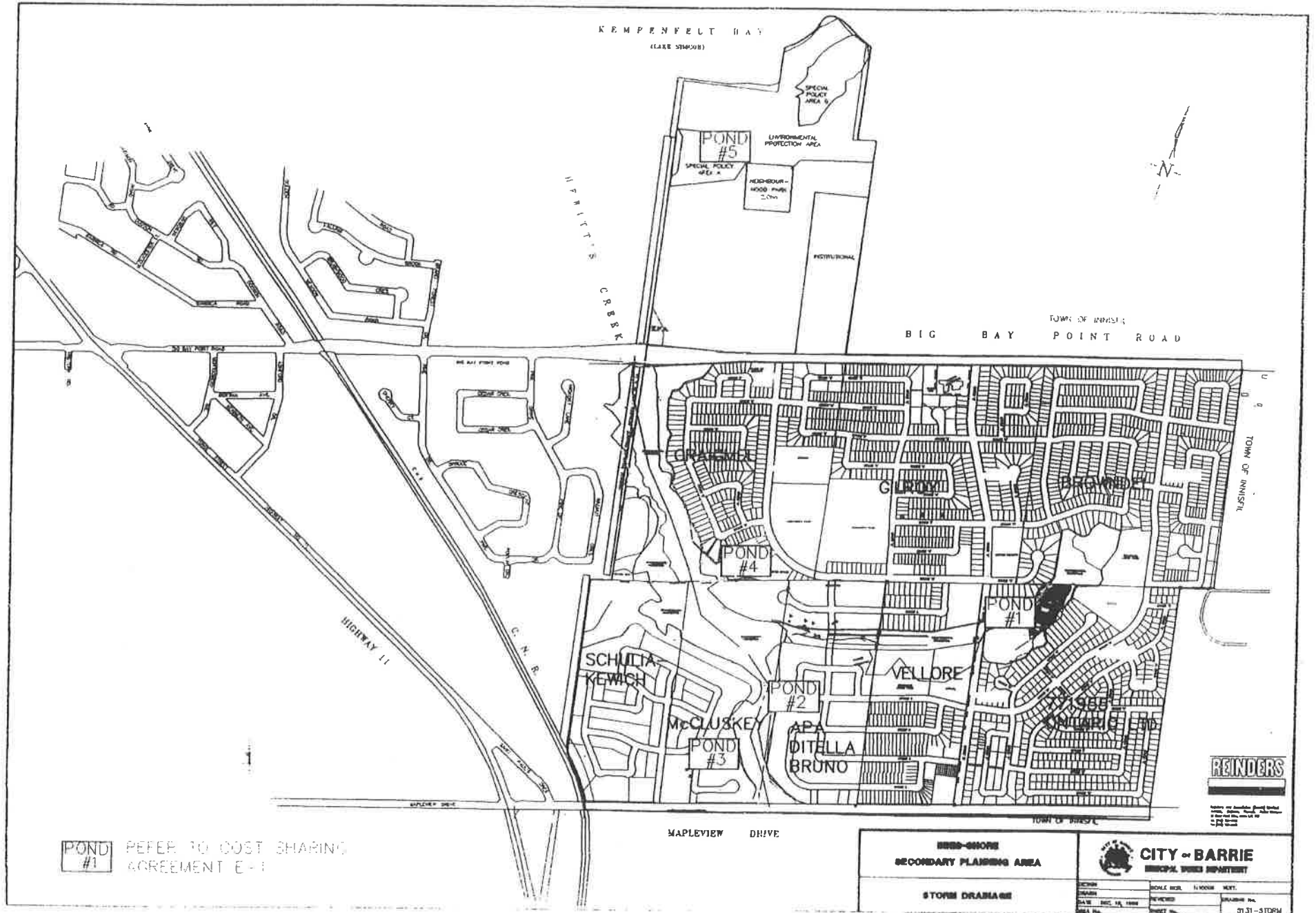
NO.	DATE	BY	REVISION
1	DEC. 23, 1988	W. J. ...	ISSUED FOR CONSTRUCTION

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date: January 15, 1999

Table E-4: STORM DRAINAGE

Item	Description	Total Est. Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmeil Developments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa Dilella Bruno	Mc-Cluskey	Schuliakewich	TOTAL
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	36.96	40.25	18.83	17.61	9.42	15.99	255.8
	D: STORM DRAINAGE															
	(C @ 0.45) C*A % share by C*A							7.88 17.3%	0.45 1.0%	17.53 38.5%	18.11 39.8%	1.58 3.5%				45.55 100.0%
D.1	Pond 1	425,000 ¹¹		425,000				73,479	4,241	163,584	169,001	14,696				425,000
D.2	Trunk Storm Pipe Oversizing to Pond 1	15,000		0				0	0	0	0	0				0
	(C @ 0.45) C*A % share by C*A											5.40 49.6%	5.49 50.4%			10.89 100.0%
D.3	Pond 2	150,000 ¹¹		150,000								74,380	75,620			150,000
D.4	Trunk Storm Pipe Oversizing to Pond 2	12,000		0								0	0			0
	(C @ 0.45) C*A % share by C*A													3.83 32.1%	8.10 67.9%	11.93 100.0%
D.5	Pond 3	190,000 ¹¹		190,000										61,041	128,959	190,000
D.6	Trunk Storm Pipe Oversizing to Pond 3	14,000		0										0	0	0
	(C @ 0.45) C*A % share by C*A						15.52 47.6%	12.87 39.5%				1.58 4.8%	2.21 6.8%	0.41 1.2%		32.58 100.0%
D.5	Pond 4	280,000 ¹¹		280,000			15.52 47.6%	12.87 39.5%				1.58 4.8%	2.21 6.8%	0.41 1.2%		280,000
D.6	Trunk Storm Pipe Oversizing to Pond 4	9,000		0			0	0				0	0	0		0
	(C @ 0.45) C*A % share by C*A				6.90 39.3%	10.67 60.7%										17.58 100.0%
D.7	Pond 5	150,000 ¹¹		150,000	6.90 39.3%	10.67 60.7%										150,000
D.8	Trunk Storm Pipe Oversizing to Pond 5	0		0	0	0										0
D.9	Culvert under Big Bay Point Road	350,000		350,000	20,996	32,458	47,194	54,944	1,385	53,312	55,077	25,766	24,097	12,890	21,880	350,000
D.10	Culvert under Mapleview Drive	150,000		150,000	8,998	13,911	20,226	23,548	594	22,848	23,604	11,043	10,327	5,524	9,377	150,000
	Area draining or fronting on E/W Tributary % by area							12.6 9.6%	1.0 0.8%	39.0 29.9%	40.3 30.9%	18.8 14.5%	17.6 13.5%	0.9 0.7%	0.0 0.0%	130.1 100.0%
D.11	E/W Tributary channelization	550,000 ¹²		550,000				53,050	4,278	164,689	170,142	79,597	74,440	3,804	0	550,000
	TOTAL D: STORM DRAINAGE	2,295,000	0	2,245,000	88,914	137,450	200,823	315,645	10,498	404,433	417,824	219,020	203,437	86,741	160,217	2,245,000



POND #1 REFER TO COST SHARING AGREEMENT E-1
POND #2 REFER TO COST SHARING AGREEMENT E-1
POND #3 REFER TO COST SHARING AGREEMENT E-1
POND #4 REFER TO COST SHARING AGREEMENT E-1
POND #5 REFER TO COST SHARING AGREEMENT E-1

BRID-GROVE SECONDARY PLANNING AREA		CITY OF BARRIE MUNICIPAL SERVICES DEPARTMENT
STONE DRAINAGE		
DRAWN BY: [] DATE: []	CHECKED BY: [] DATE: []	PROJECT NO.: [] SHEET NO.: []

REINDERS
 This drawing is a reproduction of the original drawing. It is not to be used for any other purpose without the written consent of the City of Barrie.

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date: January 15, 1999

Table E-5: HYDRO

Item	Description	Total Est Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmei Develop- ments Ltd.	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa, Ditella, Bruno	Mc- Cluskey	Schulia- kewich	TOTAL
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	38.96	40.25	18.83	17.61	9.42	15.99	255.8
	E: HYDRO															
	Total number of units				238	279	309	542	14	568	545	165	172	50	82	2,962
E.1	500MCM feeders and switchgear	888,745 ¹³		888,745	71,421	83,553	92,700	162,600	4,099	170,400	163,500	49,356	51,516	15,000	24,600	888,745
	TOTAL E: HYDRO	888,745	0	888,745	71,421	83,553	92,700	162,600	4,099	170,400	163,500	49,356	51,516	15,000	24,600	888,745

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Date: January 15, 1999

Table E-6: MISCELLANEOUS

Item	Description	Total Est. Capital Cost	DCA Credit	Shared Amount	Vistacan (West part of Mission)	East part of Mission of the Deaf	Craigmel Developments Ltd	Gilroy	Eston	Browndel (3173763 Canada Inc.)	Cortellucci (771955 Ontario Ltd.)	Vellore Inc.	Apa, Diteila, Bruno	Mc-Cluskey	Schulia-kewich	TOTAL
	Total Area (ha)				22.35	32.63	42.27	40.15	1.01	41.73	41.67	20.67	20.37	20.03	20.24	303.1
	Developable Area (ha)				15.34	23.72	34.49	40.15	1.01	38.96	40.25	18.83	17.61	9.42	15.99	255.8
	F: MISCELLANEOUS															
	% share by developable area				6.0%	9.3%	13.5%	15.7%	0.4%	15.2%	15.7%	7.4%	6.9%	3.7%	6.3%	100.0%
F.1	Fence on Schools, Parks and EP boundaries	295,680 ¹⁴		295,680	17,738	27,421	39,869	46,417	1,170	45,038	48,529	21,767	20,357	10,890	18,484	295,680
F.2	Acoustic fence: 1,500m on BBPR, 1,100m on MWD and 500m on ISMC @ 2.4m @ \$250/m, 250m on BBPR @ 1.8m @ \$220/m	937,900 ¹⁴		937,900	56,265	86,978	126,466	147,235	3,711	142,860	147,590	69,047	64,573	34,542	58,633	937,900
	TOTAL F: MISCELLANEOUS	937,900	0	1,233,580	74,002	114,399	166,335	193,652	4,881	187,898	194,119	90,814	84,930	45,431	77,117	1,233,580

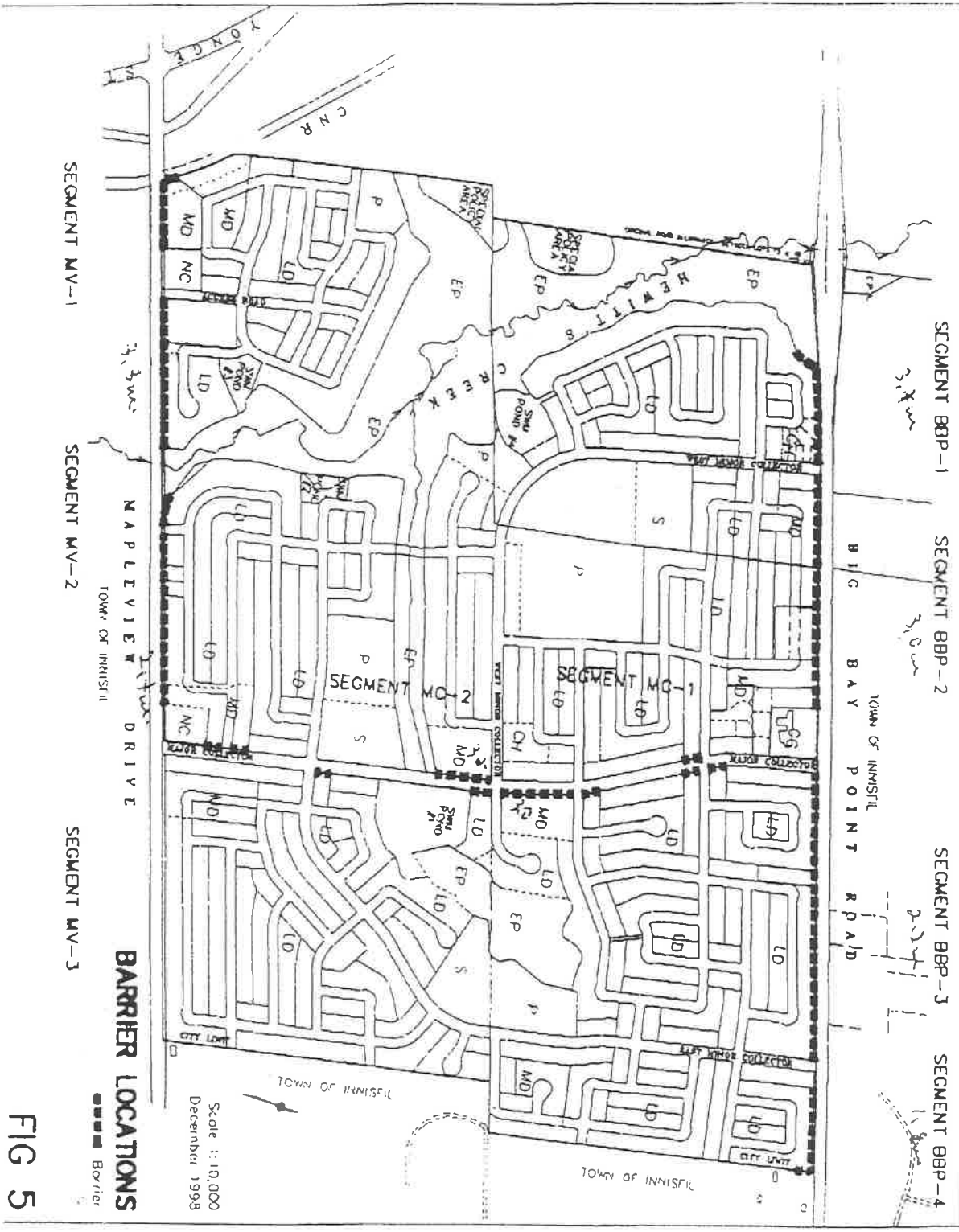


FIG 5

Handwritten note:
 Duplex 2.5km R. Bouwmeester
 12/23/98

Date: January 15, 1999

SCHEDULE E: SCHEDULE OF COMMUNITY SERVICING COSTS

Table E-7: SUMMARY TABLE

Table number	Description	Net Cost	Vislacan (West part of Mission)	East part of Mission of the Deaf	Craiguel Develop- ments Ltd	Gilroy	Eston	Browndel (3173753 Canada Inc.)	Coriellucci (771955 Ontario Ltd.)	Veltore Inc	Apa Dilella Bruno	Mc- Cluskey	Schulla- kewich	TOTAL
E-1	Transportation	4,386,154	263,125	406,761	591,426	688,554	17,357	668,096	690,217	322,902	301,981	161,537	274,201	4,386,154
E-2	Sanitary Sewage	0	0	0	0	0	0	0	0	0	0	0	0	0
E-3	Water Distribution	1,771,550	106,275	164,289	238,875	278,104	7,010	269,841	278,776	130,419	121,969	65,244	110,748	1,771,550
E-4	Storm Drainage	2,245,000	88,914	137,450	200,823	315,645	10,498	404,433	417,824	219,020	203,437	86,741	160,217	2,245,000
E-5	Hydro	888,745	71,421	83,553	92,700	162,600	4,099	170,400	163,500	49,356	51,516	15,000	24,600	888,745
E-6	Miscellaneous	1,233,580	74,002	114,399	166,335	193,652	4,881	187,898	194,119	90,814	84,930	45,431	77,117	1,233,580
Total: COMMUNITY SERVICING COSTS		10,525,029	603,737	906,452	1,290,158	1,638,555	43,845	1,700,668	1,744,436	812,510	763,833	373,952	646,883	10,525,029
Service Cost per devel. hectare =			39,346	38,214	37,408	40,808	43,319	43,652	43,340	43,150	43,375	39,698	40,455	41,149
Service Cost per unit =			2,536	3,255	4,175	3,023	3,209	2,994	3,201	4,939	4,448	7,479	7,889	3,553

Innis-Shore Secondary Plan, Cost Sharing Schedules

Date: January 15, 1999

Estimated Cost Sharing: NOTES ON SERVICING COSTS

- Notes
1. Big Bay Point Road from Yonge Street to Innis-Shore Major Collector included in City of Barrie 1999 proposed Capital Budget. Yonge to CNR (2006 @ \$945,000), CNR bridge (2006 @ \$3,000,000) and CNR to Pine Drive (2007 @ \$877,500) Pine Drive to I/S major collector (2005 @ \$1,755,000)
 2. DCA, March 1994 (page B-14) at \$660 per metre. DCA credit for 50% growth @ 20%.
Standard of road improvement to be negotiated with City, as well as ROW width.
Semi-urban standard (VRA traffic study, December 1998, section 5.1) DCA, March 1994 (page B-13) at \$660 per metre. DCA credit for 90% growth @ 36%.
 3. Mapleview Drive not included in the 10 year horizon in the proposed 1999 Capital budget. DCA, March 1994 (page B-13) at \$1,400 per metre. DCA credit for 90% growth @ 36%.
 4. DCA, March 1994 (page B-13) at \$660 per metre. DCA credit for 90% growth @ 36%.
 5. Road fronting schools includes additional 3m wide lane for school buses. Calculated at \$26 per sq.m., equals \$78 per m.
 6. Internal sanitary share to be updated to from area to share by average flow at draft plan stage.
 7. Share to be updated to from area to share by average daily flow at draft plan stage.
 8. Listed in DCA, Table B-56. DCA credit at 43% of schedule amount.
Schedule amount calculated as follows: \$840,000 in DCA for 1300m. Approx. 340m already constructed from Grand Forest to Pine Drive (east).
Approx. \$620,000 remaining east of Pine Drive (east); At 43% equals \$266,600.
 9. Listed in DCA, Table B-56. DCA credit at 43% of schedule amount.
Schedule amount calculated as follows: \$1,470,000 in DCA for 4900m. Approx. 2,050 m from Yonge St to IS eastern boundary.
for approx. \$615,000; At 43% equals \$264,450. 290 m to IS western boundary, 1760m in IS.
 10. Listed in DCA, Table B-56. DCA credit at 43% of schedule amount.
Schedule amount calculated as follows: \$490,000 @ 43% equals \$210,700.
 11. The cost sharing for the SWM Ponds is based on the amount of runoff (C*A) being treated in each SWM facility
Costs for SWM ponds are based on preliminary estimates. Pond on Mission lands not included.
 12. Cost sharing for this item is based on total developed area draining to the channel or lands fronting on the channel that will benefit from the rechannelization.
 13. 500 MCM feeders and switchgear at \$300 per unit. To be updated for commercial loadings, etc. by Electrical Consultant in future.
 14. Fencing for schools around complete boundary of schools (including adjacent to Park) excluding road frontage. 1.8m high BSD20 at \$44 per metre plus 13%.
Fencing for Parks excluding common school boundary and road frontage. 1.5m high BSD21 at \$44 per metre plus 13%.
Acoustic fences (@\$250 per m for 2.4m high, \$220 per m for 1.8m high) on rear and sideyards adjacent to BBP Road and Mapleview Drive and Major Collector. Noise Report, R. Bouwmeester and Associates, December 23, 1998 and personal discussion with Bouwmeester, January 15, 1999.
1,500m on BBPR, 1,100m on MWD and 500m on ISMC @ 2.4m @ \$250/m; 250m on BBPR @ 1.8m @ \$220/m. Plus 13%.
 15. South Shore Pump Station and forcemain (\$498,000) not included.
 16. 13% soft costs included, GST excluded.

SCHEDULE "F"

ENVIRONMENTAL PROTECTION FLOODPLAIN CONTRIBUTION (EPFC)

LANDOWNERS	A		B		C	D	E		F	G	H	I
	TOTAL AREA ¹		EP AREA ²		DEVELOPABLE AREA (A-B)	LANDOWNERS PROPORTIONATE SHARE OF TOTAL DEVELOPABLE AREA	FLOOD PLAIN AREA ³		EPFC CONTRIBUTION (B-E) ⁴	LANDOWNERS' EPFC PROPORTIONATE SHARE ⁵	PLUS/ MINUS EPFC (F-G)	EPFC VALUATION (-) LANDOWNER OWES (+) LANDOWNER RECEIVES
	ACS.	HA.	ACS.	HA.	ACRES	PERCENTAGE (%)	ACS.	HA.	ACRES	ACRES	ACS.	DOLLAR (\$)
CRAIGMEL	104.45	42.27	19.22	7.78	85.23	15.98%	14.83	6	4.39	6.86	-2.27	- \$70,937.50
GILROY	99.21	40.15	—	—	99.21	18.85%	—	—	0	7.76	- 7.76	- \$242,500.00
BROWNDEL	103.11	41.73	6.84	2.77	96.27	18.29%	—	—	6.84	7.53	- 0.69	- \$21,562.50
771965	102.97	41.67	5.86	2.37	97.11	18.45%	—	—	5.86	7.59	- 1.73	- \$54,062.50
MEADOWS	51.07	20.67	4.55	1.84	46.52	8.84%	—	—	4.55	3.64	+ 0.91	+ \$28,437.50
APA	50.33	20.37	6.82	2.76	43.51	8.27%	2.57	1.04	4.25	3.40	+ 0.85	+ \$26,562.50
McCLUSKEY	49.49	20.03	26.22	10.61	23.27	4.42%	17.45	7.06	8.77	1.82	+ 6.95	+ \$217,187.50
SCHULIAKEWICH	50.01	20.24	10.50	4.25	39.60	7.52%	3.46	1.40	7.04	3.1	+ 3.94	+ \$123,125.00
ESTON	2.50	1.01	—	—	2.50	.48%	—	—	0	.20	- 0.20	- \$6,250.00
TOTAL	613.14	248.14	80.01	32.38	533.13	100%	38.31	15.60	41.70	41.70	0.00	\$0.00

1. BASED ON LAND USE STATISTICS CALCULATED BY THE JONES CONSULTING GROUP, JANUARY 4, 1999 AND REINDERS (BARRIE) JANUARY 15, 1999.
2. ENVIRONMENTAL PROTECTION AREA (EP) BASED ON LAND USE STATISTICS CALCULATED BY THE JONES CONSULTING GROUP, JANUARY 4, 1999.
3. BASED ON CALCULATIONS BY RAND ENGINEERING, OCTOBER 1989, TO BE ADJUSTED PRIOR TO OR AT PLAN REGISTRATION.
4. TOTAL EPFC LAND AREA PER OWNER IS COLUMN B MINUS COLUMN E (80.01 ACS. - 38.31 ACS.) EQUALS 41.70 ACS.
5. EPFC PROPORTIONATE SHARE PER OWNER IS EACH OWNERS' "D" X "F TOTAL".
6. EPFC LAND VALUED @ \$31,250.00/ACRE TO BE SHARED PROPORTIONATELY BY ALL LANDOWNERS

INNIS SHORE SECONDARY PLAN COST SHARING AGREEMENT - JANUARY, 1999

SCHEDULE "1 - 2"
ACKNOWLEDGEMENT

BETWEEN:

(Hereinafter called the "Owner")

OF THE FIRST PART

- and -

(Hereinafter called the "Trustee")

OF THE SECOND PART

RE: In the City of Barrie, in the County of Simcoe, and being composed of

LEGAL DESCRIPTION

We hereby::

1. Acknowledge receipt of a copy of the Cost Sharing Agreement for the Innis-Shore Secondary Planning Area made on the 19th day of January, 1999, together with a copy of any Amendments by the parties to such Agreement with respect to the amended Schedules thereto and applicable to the above property;
2. Agree to be bound by all of the terms and conditions thereof; and
3. Covenant to perform all of the obligations imposed by said Agreement upon the Owner of the above lands including the obligation to pay all monies and make all conveyances forthwith to the Trustee when due under the said Agreement with respect to the said land in the amount and at the time determined by the Consulting Engineer and/or the Trustee from time to time pursuant to the said Cost Sharing Agreement as amended.

DATED at _____, Ontario, this _____ day of _____, 1999

Authorized Signing Officer

Print Name

SCHEDULE "J"

COST CALCULATION CHART

Landowner _____ **True Value (T.V.)** ¹ Ha/Ac

1. DATE OF REGISTRATION: _____

2. PLAN AREA: Ha/Ac

3. DEVELOPMENT COSTS OF COMMUNITY USES:

(a) Proportionate Share ² = \$ (A)

(b) Cost of Works Completed by Owner ³ = \$ (B)

NET COST OF WORKS [A + B] = \$ (C)

4. COMMUNITY LAND USE CONTRIBUTION:

(a) Proportionate Share ⁴ = \$ Ha/Ac (D)

(b) Actual Contribution ⁴ = \$ (E)

NET LAND CONTRIBUTION = \$ (F)

5. COMMUNITY LANDS: VALUATION (\$):

(a) Total Net Land Contribution Value [(F) X T V] = \$ (G)

(b) Cash/Credit [To (+) / From (-) the City] = \$ (H)

NET LAND CONTRIBUTION VALUATION [G+ H] = \$ (I)

6. ENVIRONMENTAL PROTECTION FLOODPLAIN CONTRIBUTION:

(a) EPFC Valuation ⁵ = \$ (J)

7. TOTAL COST SHARE AMOUNT: [C + I + J] = \$_{c/w} (K)

8. TOTAL AREA OF LANDS TRANSFERRED TO TRUSTEE: ⁶ = \$ Ha/Ac

NOTES:

1. T.V. PURSUANT TO COST SHARE AGREEMENT, SECTION 7
2. BASED ON SCHEDULES FROM COST SHARING AGREEMENT
3. COMMUNITY WORKS WITHIN, AND EXTERNAL TO, THE PLAN OF SUBDIVISION AS DETERMINED BY THE CONSULTING ENGINEER
4. BASED ON ATTACHED SCHEDULES AND AS DETERMINED BY CONSULTING ENGINEER
5. BASED ON SCHEDULE "F" TO THE COST SHARING AGREEMENT AND AS DETERMINED BY THE CONSULTING ENGINEER AND THE TRUSTEE.
6. COMMUNITY LANDS TO BE "HELD/SOLD" BY TRUSTEE ON BEHALF OF THE LANDOWNERS.
7. (W) WITHDRAWAL, TRUSTEE "OWES" THE LANDOWNER.
8. (C) CONTRIBUTION, LANDOWNER "OWES" THE TRUSTEE.

Garry D. McCluskey
Gloria A. McCluskey
115 Dunlop Street East
Barrie, Ontario.
L4M 1A6

Attention: Mr. Garry McCluskey
Fax: 705-725-1384

Browndel Developments Inc.
Craigmel Developments Ltd.
c/o Mel Brown
38 Berwick Avenue
2nd Floor,
Toronto, Ontario.
L4M 1A6

Attention: Mr. Melvin Brown
Fax: 416-487-5168

Robert J. Gilroy
M. Joan Gilroy
801 Big Bay Point Road
R.R. # 4
Barrie, Ontario.
L4M 4S6

Attention: Mr. Robert J. Gilroy
Fax: 705-722-5300

Paladin Development
Consultants Inc.
30 Madras Pl.
Brampton, Ontario
L6S 2Z2

Attention: Mr. Andrew Orr
Fax: 905-458-9480

Reinders and Associates
(Barrie) Limited
54 Cedar Pointe Drive
Unit 1201
Barrie, Ontario
L4N 5R7

Attention: Mr. Bryan Richardson
Fax: 705-726-9445

SCHEDULE "H "

ADDRESSES FOR NOTICE

Eston Property Inc.
55 St. Clair Avenue West
Suite 217
Toronto, Ontario.
M4V 2Y7

Attention: Mr. Michael Bunston
Fax: 416-513-0358

Helga Schuliakewich
1300 Islington Avenue
Apt. 2301
Islington, Ontario.
M9A 5C4

Attention: Mr. Gianni Schuliakewich
Fax: 416-237-1492

771955 Ontario Ltd.
188 Bradwick Drive
Concord, Ontario.
L4K 1K8

Attention: Mr. Mario Cortellucci
Fax: 905-738-6987

The Meadows of Vellore
4801 Keele Street
Unit 17,
Downsview, Ontario.
M3J 3A4

Attention: Mr. S. J. Vetere
Fax: 416-665-6220

Anna Maria Apa
Vincenzo Apa
Maria Ditella
Domenico Ditella
Salvatore Bruno
Teresa Bruno
7 Coronation Drive
Scarborough, Ontario.
M1E 2H2

Attention: Mrs. A. Apa
Fax: 416-284-4235

SCHEDULE "G"

POWER OF ATTORNEY

TO:

WHEREAS each of the undersigned is a party to an Agreement (herein referred to as the "Agreement") dated the day of , 1999

AS WHEREAS Schedules "A1" to "A9" both inclusive to this Power of Attorney contain legal descriptions of the respective lands of the undersigned which are subject to this Agreement.

The undersigned, DO HEREBY NOMINATE CONSTITUTE AND APPOINT as their respective Attorney for them and in their respective names, to execute, for them and on their behalf as fully and effectively as they could do personally, the necessary documents to effect the following:

- (i) To register a Notice of the Agreement or the Agreement, as applicable against the title to the lands of the undersigned.
- (ii) To execute and register a Notice of Release pursuant to Section of the Agreement against the lands of any one or more of the undersigned.
- (iii) To execute all documents and to do all acts that may be necessary or required to obtain any easements, rights of way or other documents as may be required under the Agreement.

The within Power of Attorney is hereby by each of the undersigned, declared to be irrevocable.

DATED the day of 1999

SIGNED SEALED AND DELIVERED

Tab 4

APRIL 30/97 - TO BE EXECUTED
VERSION
MY COPY OF EXECUTED
AGREEMENT

COST SHARING AGREEMENT

THIS AGREEMENT made this 30th day of April, 1997.

BETWEEN:

**ONTARIO MISSION OF THE DEAF
Hereinafter referred to as the Party
OF THE FIRST PART**

- and -

**771955 ONTARIO LTD.
Hereinafter referred to as the Party
OF THE SECOND PART**

- and -

**3173763 CANADA INC.
MORTGAGEE IN POSSESSION
Hereinafter referred to as the Party
OF THE THIRD PART**

- and -

**THE MEADOWS OF VELLORE INC.
Hereinafter referred to as the Party
OF THE FOURTH PART**

- and -

**ANNA MARIA APA
VICENZO APA
DOMINICO DITELLA
MARIA DITELLA
SALVATORE BRUNO, and
TERESA BRUNO
Hereinafter collectively referred to as the Party
OF THE FIFTH PART**

- and -

**GARRY MCCLUSKEY and
GLORIA MCCLUSKEY**

**Hereinafter collectively referred to as the Party
OF THE SIXTH PART**

- and -

**MELVIN BROWN AND CRAIG HIND, IN TRUST
Hereinafter collectively referred to as the Party
OF THE SEVENTH PART**

- and -

**ROBERT GILROY and
JOAN GILROY
Hereinafter collectively referred to as the Party
OF THE EIGHTH PART**

- and -

CCBR - FEB 10/99
CCRJG - FEB 23/01
CCCP - MAR 19/01
CCPK - MAR 22/01

EASTON PROPERTY INC.
Hereinafter referred to as the Party
OF THE NINTH PART

- and -

HELGA SCHULIAKEWICH
Hereinafter referred to as the Party
OF THE TENTH PART

- and -

BUMAN CONSTRUCTION LIMITED
Hereinafter referred to as the Party
OF THE ELEVENTH PART

- and -

MELIA DEVELOPMENTS LIMITED
Hereinafter referred to as the Party
OF THE TWELFTH PART

- and -

581410 ONTARIO LTD.
Hereinafter referred to as the Party
OF THE THIRTEENTH PART

- and -

BAYSHORE RIDGE INC.
Hereinafter referred to as the Party
OF THE FOURTEENTH PART

- and -

3251586 CANADA INC.
Hereinafter referred to as the Party
OF THE FIFTEENTH PART

WHEREAS the parties of the First to the Fifteenth Part (the "Owners") are the registered owners and the mortgagee in possession of those lands situated in the City of Barrie, in the County of Simcoe, shown outlined in red on the Plan attached hereto as **Schedule "A"** and described in the schedules attached hereto as **Schedules "A-1"** through **"A-15"**;

AND WHEREAS, the Owners have agreed that prior to registration of a plan of subdivision or proceeding with any development by an Owner, or his successor of his lands, the Owner shall pay his Proportionate Share of the Construction Cost including design, construction review and approval of the Hewitt's Creek Trunk Sanitary Sewer from the existing South Shore Sanitary Trunk Sewer on the west side of the Lovers Creek immediately north of the CNR bridge, over Coxmill Road to a point approximately 500 metres north of Mapleview Drive, south of Big Bay Point Road, as identified on **Schedule "A"** attached hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants herein contained, the parties hereto covenant and agree as follows:

- 1.1 Definitions:** For the purpose of this Agreement, the following words or expressions shall have the following meanings:

- (a) **"Applicable Index"** refers to a rate of adjustment, that being the change in the Consumer Price Index (CPI), being that Issued by Statistics Canada with reference to consumer prices;
- (b) **"Benefitting Area"** refers to that area shown outlined in red on the Plan attached hereto as **Schedule "A"**;
- (c) **"Construction Cost"** refers to the cost incurred for the design, approval, supervision and installation of the Hewitt's Creek Trunk Sanitary Sewer including the engineering design, surveying, legal, municipal and agency fees and municipal inspection fees, geotechnical and other necessary studies and inspections, construction review and the cost of providing the security required by the Municipality, minus the Local Sanitary Benefit.
- (d) **"Consulting Engineer"** refers to the firm of Reinders and Associates (Barrie) Ltd, and the replacement thereof as may be approved by the Owners;
- (e) **"Developable Acreage"** refers to the acreage determined by subtracting from an Owner's Lands the area of those lands designated by the Municipality as "Environmental Protection", "Special Policy Areas A and B", and "Open Space" (only if environmentally protected lands, not parkland), as shown on **Schedule "C"**;
- (f) **"Front End Cost Share"** refers to the proportion of the Front End Servicing Cost of the Hewitt's Creek Trunk Sanitary Sewer Construction Cost that is to be borne by a Participating Owner determined from the ratio of the Participating Owner's Proportionate Share as a percentage of the total Participating Owners Proportionate Shares;
- (g) **"Front End Servicing Cost"** refers to the portion of the Construction Cost of the Hewitt's Creek Trunk Sanitary Sewer which is borne by a Participating Owner which is greater than his Proportionate Share of the Construction Cost;
- (h) **"Hewitt's Creek Trunk Sanitary Sewer"** refers to the Sanitary trunk sewer from the existing South Shore Sanitary Trunk Sewer on the west side of the Lovers Creek immediately north of the CNR bridge over Coxmill Road to a point approximately 500 metres north of the Maplevue Drive, south of Big Bay Point Road, as shown on **Schedule "A"**;
- (i) **"Local Sanitary Benefit"** refers to that portion of the Hewitt's Creek Trunk Sanitary Sewer which is considered to provide a local benefit to an Owner as determined by the Consulting Engineer, the value of which is determined by the Consulting Engineer at the time that portion of the Hewitt's Creek Trunk Sanitary Sewer is certified by the Consulting Engineer as being substantially complete. The Local Sanitary Benefit as determined by the Consulting Engineer is shown on **Schedules "B-1" to "B-4"** attached hereto.
- (j) **"Municipality"** refers to the Corporation of the City of Barrie.
- (k) **"Non-Participating Owner"** refers to an Owner of land within the benefitting area who directly or indirectly utilizes or benefits from the Hewitt's Creek Trunk Sanitary Sewer and who is not a signatory to this Agreement, as listed on **Schedule "F"**;
- (l) **"Owner"** refers to a person, corporation or partnership who owns lands within the plan attached hereto as **Schedule "A"** who is a signatory to this Agreement and also includes any person, corporation or partnership that (following the execution of this Agreement) becomes an owner of any part of those lands and assumes the obligations of an Owner to the provisions of paragraph 5.7 below. A Party that is comprised of more than one person or entity shall be treated as one party and each member jointly and severally responsible for the performance and the obligations of such party;

- (m) **"Participating Owner"** refers to an Owner who, pursuant to the provisions to this Agreement, has notified the Trustee in writing of his intention to proceed to register his plan of subdivision and who, prior to the release by the Municipality of his Subdivision Plan for registration, satisfies the Trustee with respect to the obligations that this Agreement imposes on the Participating Owner;
- (n) **"Plan of Subdivision"** or **"Subdivision Plan"** means a plan of subdivision registered pursuant to the *Planning Act* and includes any lands in the Benefiting Area whose development is permitted by reason of a severance pursuant to the *Planning Act* or which may be developed without the requirement of a plan of subdivision or which may be developed through a condominium registered pursuant to the *Condominium Act*, or a severance including lands which may be conveyed to the City or other governmental authority prior to the registration of a plan of subdivision and in such cases, a Plan of Subdivision shall be deemed to have been registered against such lands at the time that such severance becomes final, or at the time such condominium plan is registered, or at the time a site plan agreement is entered into with respect to such lands;
- (o) **"Proportionate Share"** refers to that proportion or percentage of an Owner's Developable Acreage in relation to the Total Developable Acreage, as shown on **Schedule "C"**;
- (p) **"Total Developable Acreage"** refers to the aggregate of all Developable Acreage, as shown on **Schedule "C"**;
- (q) **"Trustee"** refers to the firm or an individual appointed by a decision of the owners to act pursuant to Clause 4 hereof;

2.0 THE METHODOLOGY

Each Owner covenants to pay its Proportionate Share of the Construction Cost, less Development Charge credits of the Hewitt's Creek Trunk Sanitary Sewer. The Owners acknowledge that the Consulting Engineer has prepared a Schedule of Estimated Costs, attached hereto as **Schedules "B-1 to B-4"** with respect to the costs to design, obtain approval and construct the Hewitt's Creek Trunk Sanitary Sewer and has allocated to each Owner an estimated Proportionate Share which the Owners hereby acknowledge is the accepted methodology to be applied as more fully explained in **Schedules "B-1 to B-4"** attached hereto.

2.1 Periodic Adjustments

The estimated Construction Cost, Total Developable Acreage and the Proportionate Share of each Owner as identified on **Schedules "B-1 to B-4", "C" and "D"**, attached hereto shall be determined from time to time on the basis of the most recent information available and shall be adjusted, at the discretion of the Trustee, whenever such information changes or whenever an additional Non-Participating Owner becomes a signatory hereto. Any such adjustment will be subject to the approval of the Consulting Engineer and the Trustee.

2.2 Approvals and Decisions

The overall supervision of the business and affairs resulting from this Agreement shall be vested in an Executive Committee which shall be composed of one representative of each of the Owners, each of whom shall be chosen by the Owner that he/she represents and each of whom shall have one vote. For greater certainty, if a property hereto is comprised of more than one current owner, that Party shall be entitled to only one vote.

Meetings of the Executive Committee shall require a quorum (as defined below) of representatives of both the Owners and of the Participating Owners, and, for the purposes of constituting a quorum, a party may be both an Owner and a Participating Owner; provided, however, that an Owner or Participating Owner that is in default in the performance of any of its obligations pursuant to this agreement shall not be entitled to vote or to constitute any part of a quorum. The representatives of such an Owner or Participating Owner in default

shall, however, be entitled to attend at meetings of the Executive Committee. Seven days notice of meetings shall be provided unless otherwise agreed to by a majority of the Parties in attendance at the meeting. Decisions shall be made by an affirmative vote of a simple majority of the Owners (that are not in default of this Agreement), and a simple majority of the Participating Owners (that are not in default of this Agreement), present at the meeting, provided that any decision at a meeting must be carried by a majority of those Owners and Participating Owners to this Agreement who collectively represent more than 50% of the Developable Acreage of the Parties to this Agreement. The meeting shall be chaired by a person agreed upon by the Members present at the meetings. The Trustee and Consulting Engineer shall have the right to attend all meetings. For the purposes of this paragraph, "quorum" shall mean a majority of those parties entitled to attend the meeting. A party may attend a meeting by proxy and shall be entitled to vote at the meeting on behalf of the party, provided that the appointment of proxy is in writing and has been approved by the Trustee at least 24 hours prior to the meeting.

2.3 Assessment of Costs

The Owners shall deposit with the Trustee a cash payment of \$300.00 per developable acre towards trustee expenses and the design and approval costs for the Hewitt's Creek Trunk Sanitary Sewer. Payment of the Assessment of Costs shall be made in the following stages:

1. 25% upon execution of this Agreement.
2. 25% at the first submission of engineering design, for that portion of the Hewitt's Creek Trunk Sanitary Sewer that will directly benefit an Owner, to approval agencies.
3. 25% once the agencies have completed their review and the Lake Simcoe Conservation Authority and the City of Barrie provide their approval of the engineering design for that portion of the Hewitt's Creek Trunk Sanitary Sewer that will directly benefit an Owner.
4. 25% upon filing of engineering designs to the Ministry of Environment and Energy for the purposes of obtaining a Certificate of Approval for that portion of the Hewitt's Creek Trunk Sanitary Sewer that will directly benefit an Owner.

A portion of the Hewitt's Creek Trunk Sanitary Sewer is considered to directly benefit an Owner if that Owner would be able to connect to the sewer, if constructed in accordance with the design, as determined by the Consulting Engineer.

2.4 Registration Obligations

Prior to registration of a Participating Owner's Subdivision Plan and as a condition precedent thereto, the Owner shall deposit with the Trustee a cash payment or other acceptable form of security for the Participating Owner's Proportionate Share of the Construction Cost of the Hewitt's Creek Trunk Sanitary Sewer, plus their Front End Cost Share, if any.

2.5 Front End Servicing Cost/Front End Cost Share

Any owner may become a Participating Owner and front end the Construction Cost for any or all of the Hewitt's Creek Trunk Sanitary Sewer. That proportion of the Construction Cost for the Hewitt's Creek Trunk Sanitary Sewer that exceeds the Proportionate Share of the Participating Owners, known as the Front End Servicing Cost, shall be borne by those Participating Owners determined from a ratio of the Participating Owner's Proportionate Share as a percentage of the total Participating Owners Proportionate Shares known as the Front End Cost Share. **Schedule "D"** will be revised, and the amount shown therein will be adjusted by the Consulting Engineer, based upon the number of Participating Owners and the updated, actual costs of construction of all or part of the Hewitt's Creek Trunk Sanitary Sewer.

2.6 Development Charge Credits

The Participating Owners shall apply to the Municipality for the maximum Development Charge credit for the Hewitt's Creek Trunk Sanitary Sewer. The Development Charge credit

must be approved by a majority of the Owners and a majority of the Participating Owners. The Credit to which each Participating Owner is entitled shall be determined by reference to **Schedules "B-1 to B-4"** certified by the Consulting Engineer which shall outline that portion of the Front End Servicing Cost, expressed in dollars, for which each Participating Owner is entitled to be reimbursed against the amount that would otherwise be payable as Development charges.

The Owners agree and covenant that any Development Charge credits owing or payable by the Municipality on account of a Front End Servicing Cost shall be paid to, or applied to the benefit of, those Participating Owners in accordance with their respective Front End Cost Share. The Owners each agree and covenant to provide such assurances and documents as may be required by the Municipality or the Trustee to ensure that the provisions and intent of this paragraph may be complied with. Where an Owner fails to provide such assurances or documents, the Executive Committee may direct the Trustee to exercise his authority under the Power of Attorney given by such Owner and provide such assurance or document on behalf of that Owner.

2.7 Indexing

When an Owner elects to become a Participating Owner, their Proportionate Share is determined by the Trustee by adding thereto their Proportionate Share of an amount determined by multiplying the Front End Servicing Cost by the increase recorded for the Applicable Index. Notwithstanding the above clause, the Indexing of the Front End Servicing Cost will only be calculated and implemented when the Hewitt's Creek Trunk Sanitary Sewer has been approved, such that an Owner, Participating Owner, or Non-Participating Owner receives a net benefit thereby, which shall be determined by the Consulting Engineer and the Trustee.

3.0 THE CONSULTING ENGINEER

3.1 Duties: Without limiting any provision of this Agreement, the functions of the Consulting Engineer shall include:

- (a) Determining the estimated Construction Cost of the Hewitt's Creek Trunk Sanitary Sewer and adjusting and updating the construction cost schedules described in **Schedules "B1" to "D"** when requested by a majority of the Owners or the Trustee;
- (b) Preparing and submitting for approval and obtaining approval for the engineering designs for the Hewitt's Creek Trunk Sanitary Sewer;
- (c) Determining whether part of the Hewitt's Creek Trunk Sanitary Sewer constitutes a Local Sanitary Sewer, and the benefit to be assigned to an Individual Owner or Owners in accordance with this Agreement and his determination shall be final and binding on the Parties save and except in the event of manifest error;
- (d) Tender calls and recommendation of tenders to the Owners and certification that the tender amounts are competitive;
- (e) Arranging for signing of contracts and award of contracts;
- (f) Preparation of Letter of Credit amounts and submission to the Municipality;
- (g) Certifying substantial completion or completion of the Hewitt's Creek Trunk Sanitary Sewer or a part thereof;
- (h) Release of Letters of Credit, when applicable, for constructed portions of the Hewitt's Creek Trunk Sanitary Sewer;
- (i) Achieving final assumption and release of all outstanding Letters of Credit.
- (j) Updating the schedules as an Owner proceeds to plan registration and advising the Trustee and Owners of their cost sharing obligations.

3.2 Consulting Engineer's Fees

Each Owner shall be liable for and shall pay its Proportionate Share of the Consulting Engineer's fees and disbursements (including the fees and disbursements of persons retained by the Consulting Engineer pursuant to its powers under this Agreement). Payment shall be made by the Trustee from the monies received pursuant to Clause 2.3 of this Agreement.

3.3 Indemnity of Consulting Engineer

None of the provisions contained in this Agreement shall require the Consulting Engineer to expend or risk its own funds or otherwise incur financial liability and the Owners agree to indemnify the Consulting Engineer and pay all of its fees and disbursements in connection with the performance by the Consulting Engineer of any of its duties or in the exercise of any of its rights or powers hereunder. It is acknowledged that the Consulting Engineer is being required by the Owners to estimate the Construction Cost of the Hewitt's Creek Trunk Sanitary Sewer and other matters pursuant to the terms of this Agreement and the Owners hereby expressly acknowledge and agree that so long as the Consulting Engineer is not grossly negligent in making such estimates, the Owners and each of them shall not make any claim or demand against the Consulting Engineer in respect of any error or inconsistency arising out of such estimates made by the Consulting Engineer pursuant to the terms of this Agreement, from time to time.

4.0 TRUSTEE

4.1 Duties and Responsibilities

The Trustee shall maintain such books and records as are required to properly carry out the provisions of this Agreement. Such books and records shall include all data prepared by the Consulting Engineer and a complete record of Letters of Credit on hand and funds received and disbursed. The Trustee shall provide a clearance to the Municipality as a condition of plan registration advising that the Participating Owner's Proportionate Share of the Construction Cost of the Hewitt's Creek Trunk Sanitary Sewer has been provided.

4.2 Reports by Trustee

The Trustee shall report annually within ninety (90) days for the period ending on December 31 to each Owner with respect to the state of account maintained by it hereunder. The Trustee shall also report to each Owner with respect to the state of such accounts within ten (10) business days of the end of any month in which a Contribution or Withdrawal is made hereunder. Each Owner shall have the right to require an audit of the state of accounts maintained by the Trustee upon giving thirty (30) days notice thereof provided that the cost of such audit shall be borne entirely by the Owner requiring such audit. If there is a material discrepancy, the costs of the audit shall be borne by all parties to the Agreement.

4.3 Trustee's Fees

The Participating Owners shall pay the Trustee its fees and disbursements (including the fees and disbursements of persons retained by the Trustee pursuant to its powers under this Agreement). Payment shall be made from the monies received pursuant to Clause 2.3 of this agreement. Payment to the Trustee shall be in the amount of \$400.00 per month unless otherwise agreed to by a majority of the Owners.

4.4 Access to Records

Any Owner shall have full and unrestricted access at all reasonable times, and upon forty-eight (48) hours prior notice, to the books and records maintained by the Trustee and shall have the right to make copies.

4.5 Financial Risk of Trustee

The Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability, whether in performance of any of its obligations hereunder or otherwise.

4.6 Resignation of Trustee

The Trustee may at any time, upon one month's written notice to the Owners or such shorter period of notice as the Owners may, by a majority decision, accept as sufficient notice, give notice of his desire to resign as Trustee and be discharged of all further duties and liabilities under this Agreement. Similarly, upon their own initiative, the Owners, by a majority decision, may appoint a new person to act as successor Trustee. However, if the Trustee is directed by the Owners or any of them to do anything in any way related to this Agreement which the Trustee, in its judgement, is unwilling or unable to do, the Trustee may, upon notice to the owners, immediately resign its administration and shall thereupon be discharged from all further duties and liabilities. This provision shall not merge but shall survive the resignation or removal of the Trustee and the termination of this Agreement. Notwithstanding the foregoing, and any other provision of this Agreement, the Trustee shall be liable to the Owners in the event of fraud or bad faith, but not otherwise.

4.7 Indemnity of the Trustee

The Owners shall indemnify and save the Trustee harmless from all claims, demands, losses and liabilities which may be made against the Trustee or for which the Trustee may become liable pursuant to this Agreement.

5.0 GENERAL PROVISIONS

5.1 Compliance

Each Owner agrees that it will cause a condition to be inserted into both its draft plan approval and its subdivision agreement or any other Agreement with the Municipality precluding the release of a Plan of Subdivision or any other development on any part of its land for registration unless an acknowledgement is given by the Trustee to the Municipality that the Participating Owner seeking to have its plan released for registration or development is a Party in good standing with respect to its participation in this Agreement and its obligations hereunder.

5.2 Owner's Co-operation

- (a) The Owners covenant to act reasonably with respect to carrying out the provisions of this Agreement and where, under the terms of this Agreement, the Owners are required to consent to any matter, the Owners shall not unreasonably nor arbitrarily withhold or delay their consent to such matter.
- (b) Notwithstanding anything herein otherwise contained and for greater certainty, it is understood that no Owner shall be obliged to proceed to register a Subdivision Plan or proceed with other development and that only immediately prior to the registration thereof will a financial obligation arise under this Agreement (with the exception of the assessment outlined in Clause 2.3 of this Agreement) based upon the provisions hereinbefore contained.
- (c) The Owners agree to proceed diligently and in good faith to negotiate and settle the terms of the construction and payment of services with respect to each Owner's lands in the Benefitting Area and to do so as expeditiously as possible so as not to delay the development of the land of other Owners in the Benefitting Area.

5.3 Power of Attorney

Each owner agrees to execute, concurrently with the execution of this Agreement, a separate document consisting of Power of Attorney, appointing the Trustee as attorney to execute all documents required to be executed and to do all acts that may be necessary or required or advisable in order to obtain easements, rights of way or other appropriate documents to facilitate the construction of the Hewitt's Creek Trunk Sanitary Sewer. The form of Power of Attorney is attached as **Schedule "G"** hereto. The Power of Attorney shall be irrevocable. Each of the parties hereto agrees and covenants that it may not be revoked by the donor until the construction of the Hewitt's Creek Trunk Sanitary Sewer is completed, and that any form of revocation prior to completion of such construction shall be completely ineffective and

shall be disregarded by the Trustee. The Trustee shall be required to exercise his or her authority under a power of attorney when directed to do so by the Executive Committee.

5.4 Easements

Each Owner covenants and agrees to provide forthwith upon the request of the Trustee, all grants of easement, rights of way, permission to enter, dedications or other appropriate documents as may be required by the Trustee or any government authority to implement any of the provisions of this Agreement at no cost to any of the other Owners. In all such cases, the Trustee shall require a Postponement of Mortgage and shall require that all easements, rights of way or dedications be provided free and clear of any lien, charge or encumbrance. If an Owner shall fail to do so, the other Owners may direct the Trustee to do so as attorney of the defaulting Owner. Each Owner irrevocably authorizes, instructs and directs the Trustee to execute all documents required to be executed and to do all acts that may be necessary or required or advisable in order to implement the foregoing, it being expressly understood and intended by each of the Owners that the grant of the foregoing powers is coupled with an interest to do so.

5.5 Charge Against Lands

Each Owner covenants and agrees to pay its respective Proportionate Share of the Construction Cost for the Hewitt's Creek Trunk Sanitary Sewer at the times and in the manner herein set forth and to perform their respective obligations hereunder. As security for the payment of monies and the performance of obligations herein, the Owners do hereby charge and pledge their respective lands with this Agreement with the intention of creating a lien and charge thereagainst.

The Owners hereby direct and instruct the Trustee to register this Agreement, or a short form thereof, or a caution referring to this Agreement against the title of the Owner's Lands, which Agreement or caution, as the case may be, and shall be withdrawn at the time of registration of the Subdivision plan or the Development Agreement by the Trustee if the Owner is not then in default of its obligations hereunder.

5.6 Default

If from time to time, a Participating Owner does not advance its Proportionate Share of the Construction Cost required pursuant to any provisions of this Agreement, or if there is a default by an Owner or Owners in the performance of any obligation on its part to be performed, such Participating Owner is hereinafter referred to as the "Defaulting Owner" and the other Owners and Participating Owners are referred to as the "Non-Defaulting Owners".

In the event of a default as aforesaid and should such default continue for thirty (30) days after written notice thereof is given to the Defaulting Owner by the Trustee, each Participating Owner which is a Non-Defaulting Owner shall advance the Defaulting Owner's portion in accordance with its Proportionate Share or estimated Proportionate Share provided that any Non-Defaulting Owner (hereafter the "Over Contributing Owner") who has contributed its full Proportionate Share (or Estimated Proportionate Share) or who has contributed more than its full Proportionate Share (or Estimated Proportionate Share) at the time of default by the Defaulting Owner, shall not be required to pay any amount on account of the portion of the Defaulting Owner, and those Non-Defaulting Owners (hereafter the "Under Contributing Owners") who, at the time of default, have paid less than their full Proportionate Share (or Estimated Proportionate Share) shall be required to share, pro rata, that share of the Defaulting Owner's portion that would otherwise be payable by the Over Contributing Owner; and provided further that if all the Non-Defaulting Owners are, or become, Over Contributing Owners and a portion of the share of a Defaulting Owner is not fully paid, then the Non-Defaulting Owners shall advance that portion of the Defaulting Owner's share in accordance with each Non-Defaulting Owner's Proportionate Share or estimated Proportionate Share.

The amount so advanced shall be owing and repaid forthwith by the Defaulting Owner and until repaid, shall bear a rate of interest per annum at 5% over the prime commercial lending rate of the Bank of Montreal and, until repaid, such amounts together with interest thereof as aforesaid shall, to the extent thereof, be and constitute a first lien and charge on and against the proceeds derivable from the sale of land by the Trustee to which the Defaulting Owners would otherwise be entitled, it being the intent of the parties hereto that a security interest,

lien or other encumbrance would thereby be created or imposed upon the Defaulting Owner's interest therein and the Non-defaulting Owners shall have all the rights and remedies of a secured party under the Personal Property Security Act, R.S.O., 1980 and the Mortgages Act, R.S.O. 1980, as from time to time amended, and the Trustee shall execute, as attorney for the Defaulting Owner such further assurances for such purposes or charge as may be necessary, of a security agreement. The Trustee shall register such charge against the title of the land of the Defaulting Owner.

5.7 Transfer of Interest

If an Owner or Participating Owner, prior to registration of its subdivision plan, agrees to sell, transfer, assign or otherwise dispose of its lands or its interest in whole or in part, such sale, transfer or assignment shall be void unless such Owner or Participating Owner shall obtain from any purchaser, transferee or assignee, an agreement in writing, in a form acceptable to the Trustee, agreeing to be bound by the terms of this Agreement and upon obtaining such agreement the purchaser, transferee or assignee shall become liable under the terms of this Agreement as if it had been an original signatory hereto (refer to **Schedules "E-1" and "E-2"**). Where an Owner or Participating Owner (hereafter in this paragraph the "Selling Owner") does transfer or assign its entire interest in the lands in accordance with the terms of this paragraph, then upon the purchaser executing those documents required by the Trustee to confirm the purchaser's assumption of liability, and upon the Selling Owner satisfying such other conditions as the Trustee may determine, the Selling Owner shall be released from any further obligation or liability under this Agreement.

5.8 Non-Participating Owners

A Non-Participating Owner of land within the Benefitting Area may subsequently elect to become an Owner and/or Participating Owner and may do so by executing the documents attached hereto as **Schedules "E-1 and E-2"** to this Agreement thereby agreeing therein to assume the obligations herein set forth and pay any funds due and owing hereto. In such event, the Proportionate Share of each Owner or Participating Owner shall be adjusted and the provisions contained in this Agreement shall be read and construed accordingly.

5.9 Agreement Binding

This Agreement and all of the terms, covenants, conditions and other provisions contained herein and all of the obligations under or pursuant to the Agreement shall run with the Owners lands (as described in **Schedules "A-1 through "A-15"**) and shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns, including all subsequent mortgagees of any part of an Owner's lands. All parties shall use their best efforts to obtain the written acknowledgment and consent of any current mortgagee to be bound by the terms of this Agreement.

Notwithstanding anything contained herein to the contrary, the Owners hereby agree that it is the Owner's lands and premises, as described in **Schedules "A-1" through "A-15"**, that alone shall at all times stand as security for the payment of monies and the performance of obligations by an Owner and that no Owner shall otherwise be liable personally for the payment of monies or for the performance of obligations herein.

5.10 Counterpart Execution

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes constitute one Agreement, binding on all parties hereto notwithstanding that all parties are not signatories to the same counterpart.

5.11 Time of Essence

Time shall be of the essence of this Agreement and each of its provisions.

5.12 Arbitration

Notwithstanding other provisions contained herein, if an Owner shall choose to challenge any determination made by the Consulting Engineer or the Trustee or, if any claim or dispute shall arise with respect to any of the provisions herein or the performance by any of the

Owners or the provisions hereof, any Owner may by service of notice in writing to the other Owners, require that such claim, matter or dispute be submitted to and settled by a single arbitrator pursuant to the provisions of the Arbitrations Act of Ontario, whose decision shall be conclusive and binding upon all the parties hereto, without recourse for appeal, and judgement shall be rendered thereon, provided however that the Owners shall continue their performance of the terms and conditions of the Agreement before and during any such arbitration proceeding, and provided further that all costs, charges and expenses arising therefrom and in connection therewith shall be borne by the Owner or Owners against whom the arbitrator shall decide to rule, or by the Owners to the dispute in the case of mixed results

5.13 Planning Act

This Agreement is conditional upon compliance with the provisions of the Planning Act, S.O. 1983, as amended.

5.14 Headings

The headings in this Agreement, and in the Schedules hereto are solely for convenience or reference and shall not affect the interpretation thereof nor be deemed to define, limit or construe the contents of any provision of this Agreement.

5.15 Encumbrancer's Consent

The Owners shall use their best efforts to cause their respective encumbrancers to consent to the registration of this Agreement against the title to the lands as described in **Schedules "A-1 to A-15"** inclusive and to cause such encumbrancers to covenant and agree on behalf of themselves and their respective successors and assigns that the provisions of this Agreement insofar as they relate to any development on such lands or any portion thereof, shall have priority over such encumbrances to the extent that should anyone through foreclosure or otherwise be in a position to develop any of the lands affected by such encumbrance or encumbrances, such development shall be subject to the terms and conditions of this Agreement to the same extent as if this Agreement were signed and registered immediately prior to the registration of any such encumbrance and such encumbrance by its terms was expressly subject to the terms and conditions hereof.

5.16 Amendment to Schedules

The Owners hereby acknowledge and agree that the Schedules to be attached to this Agreement may be amended from time to time and that upon such amendment the amended Schedules shall have the same force and effect as if they had been appended to this Agreement upon the execution thereof.

5.17 Notices

Any notices to be given under the terms of this Agreement shall be in writing and shall be given to the Owner by personal service or by mailing by first class mail with postage fully prepaid and by facsimile at the number referenced below provided that, where mailed, it shall be deemed to be received on the fifth day following the date of mailing:

- To: Ontario Mission of the Deaf**
2395 Bayview Avenue
North York, Ontario
M2L 1A2
Attention: Reverend R. Rumball
Fax: 1-416-447-7465
- To: 771955 Ontario Inc.**
188 Bradwick Drive
Concord, Ontario
L4K 1K8
Attention: Mr. Mario Cortellucci
Fax number: 1-905-669-3853
- To: 3173763 Canada Inc.**
c/o Amresco Canada L.P.
20 Dundas Street, Suite 1030
Toronto, Ontario
M5G 2C2
Attention: Ms. Daryl Watts
Fax number: 1-416-977-2171
- To: The Meadows of Vellore Inc.**
4801 Keele Street Unit 17
Downsview, Ontario
M3J 3A4
Attention: Mr. S. J. Vetere
Fax number: 1-416-665-6220
- To: Anna Maria Apa
Vicenzo Apa
Domenico Ditella
Maria Ditella
Salvatore Bruno
Teresa Bruno**
7 Coronation Drive
Scarborough, Ontario
M1E 2H2
Attention: Mrs. A. Apa
Fax number: 1-416-284-4235
- To: Garry and Gloria McCluskey**
115 Dunlop Street East
Barrie, Ontario
L4M 1A6
Attention: Mr. Garry McCluskey
Fax number: 1-705-725-1384
- To: Melvin Brown and Craig Hind, in trust**
c/o Mel Brown
38 Berwick Avenue
2nd Floor
Toronto, Ontario
M5P 1H1
Attention: Mr. Melvin Brown
Fax number: 1-416-487-5168
- To: Robert Gilroy
Joan Gilroy**
R.R. # 4
Barrie, Ontario
L4M 4S6
Attention: Mr. R.J. Gilroy
Fax number: 1-705-722-5300

- To: Eston Property Inc.**
523 The Queensway
Suite 200
Toronto, Ontario
M8Y 1J7
Attention: Mr. Michael Bunston
Fax number: 1-416-252-9481
- To: Helga Schullakewich**
1300 Islington Avenue
Apt. 2301
Islington, Ontario
M9A 5C4
Attention: Mr. Gianni Schullakewich
Fax number: n/a
- To: Buman Construction Limited**
c/o 39 Troutbrook Drive
Downsview, Ontario
M3M 1S6
Attention: Mr. Pietro Manna
Fax number: n/a
- To: Melia Developments Limited**
1 Eva Road, Suite 412
Etobicoke, Ontario
M9C 4Z5
Attention: Mr. Paul Elia
Fax number: 1-416-626-0501
- To: 581410 Ontario Ltd.**
332 Dupont Street
Toronto, Ontario
M5R 1V9
Attention: Mr. John Artibello and Mr. Paul Wynn
Fax number: 1-905-568-9444
- To: Bayshore Ridge Inc.**
67 Barre Drive
Barrie, Ontario
L4N 7P1
Attention: Mr. Eric Lawton
Fax number: 705-725-0467
- To: 3251586 Canada Inc.**
181 Bay Street, Suite 2810
BCE Place
Toronto, Ontario
M5J 2T3
Attention: Mr. Robert Hall
Fax number: 1-416-364-1485

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

ONTARIO MISSION OF THE DEAF

Per: _____ c/s

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

771955 ONTARIO LTD.

Per: Mario Cortellucci c/s

MARIO CORTELLUCCI
A.S.O.

I HAVE AUTHORITY TO BIND
THE CORPORATION.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

**3173763 CANADA INC.
MORTGAGEE IN POSSESSION**

Per: *[Signature]* c/s

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

THE MEADOWS OF VELLORE INC.

Per: _____ c/s

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

Elena Apa
Witness

Elena Apa
Witness

Elena Apa
Witness

Elena Apa
Witness

Elena Apa
Witness

Elena Apa
Witness

Anna Apa
ANNA MARIA APA

V. Apa
VICENZO APA

D. D. Ditella
DOMINICO DITELLA

Maria D. Ditella
MARIA DITELLA

Salvatore Bruno
SALVATORE BRUNO

Theresa Bruno
THERESA BRUNO

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

Sheri Hales
Witness

Sheri Hales
Witness

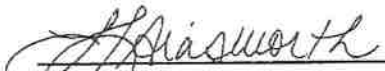
Garry McCluskey
GARRY MCCLUSKEY

Gloria McCluskey
GLORIA MCCLUSKEY

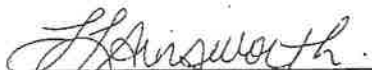
IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal and under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

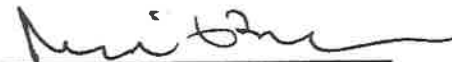
In the presence of:




Witness



Witness



MELVIN BROWN, IN TRUST



CRAIG HIND, IN TRUST

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED)

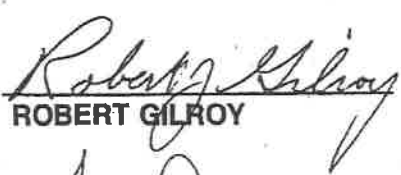
In the presence of:)


_____)

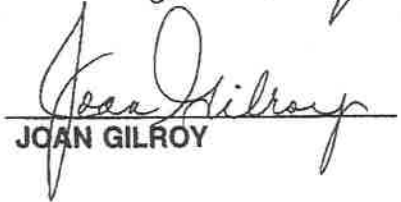
Witness)


_____)

Witness)


_____)

ROBERT GILROY)


_____)

JOAN GILROY)

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal and signature under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

3 ESTON
EASTON PROPERTY INC.

Per: _____ o/s

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED)

In the presence of:)



Witness)



HELGA SCHULIAKEWICH)

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal and signature under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

BUMAN CONSTRUCTION LIMITED

Per: *Andy Buska* c/s

ANDY BUSKA

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

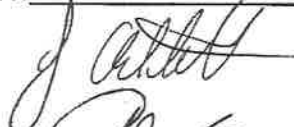
MELIA DEVELOPMENTS LIMITED


Per: _____ c/s

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

581410 ONTARIO LIMITED

Per: _____ c/s

 J. ARTIDELLO

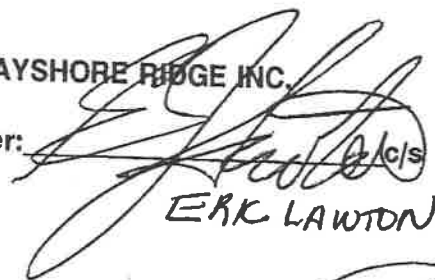
 P. Wynn

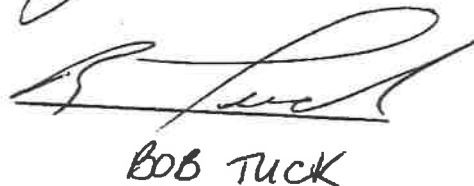
We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

BAYSHORE RIDGE INC.

Per:


ERIK LAWTON


BOB TUCK

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its duly authorized signing officers in that behalf as of the day, month and year first above written.

3251586 CANADA INC.

Per: Amzall c/s

ROBERT HALL
BARRIE HERITAGE
DEVELOPMENTS LIMITED
SEPT 11/97



LIST OF SCHEDULES

Schedule "A" is a map identifying the area which derives a benefit from the Hewitt's Creek Trunk Sanitary Sewer;

Schedules "A-1 to A-15" are legal descriptions of the lands owned by each Owner;

Schedules "B-1 to B-4" are the cost sharing breakdown of the Construction Cost, Local Sanitary Benefit, professional and agency fees for the Hewitt's Creek Trunk Sanitary Sewer;

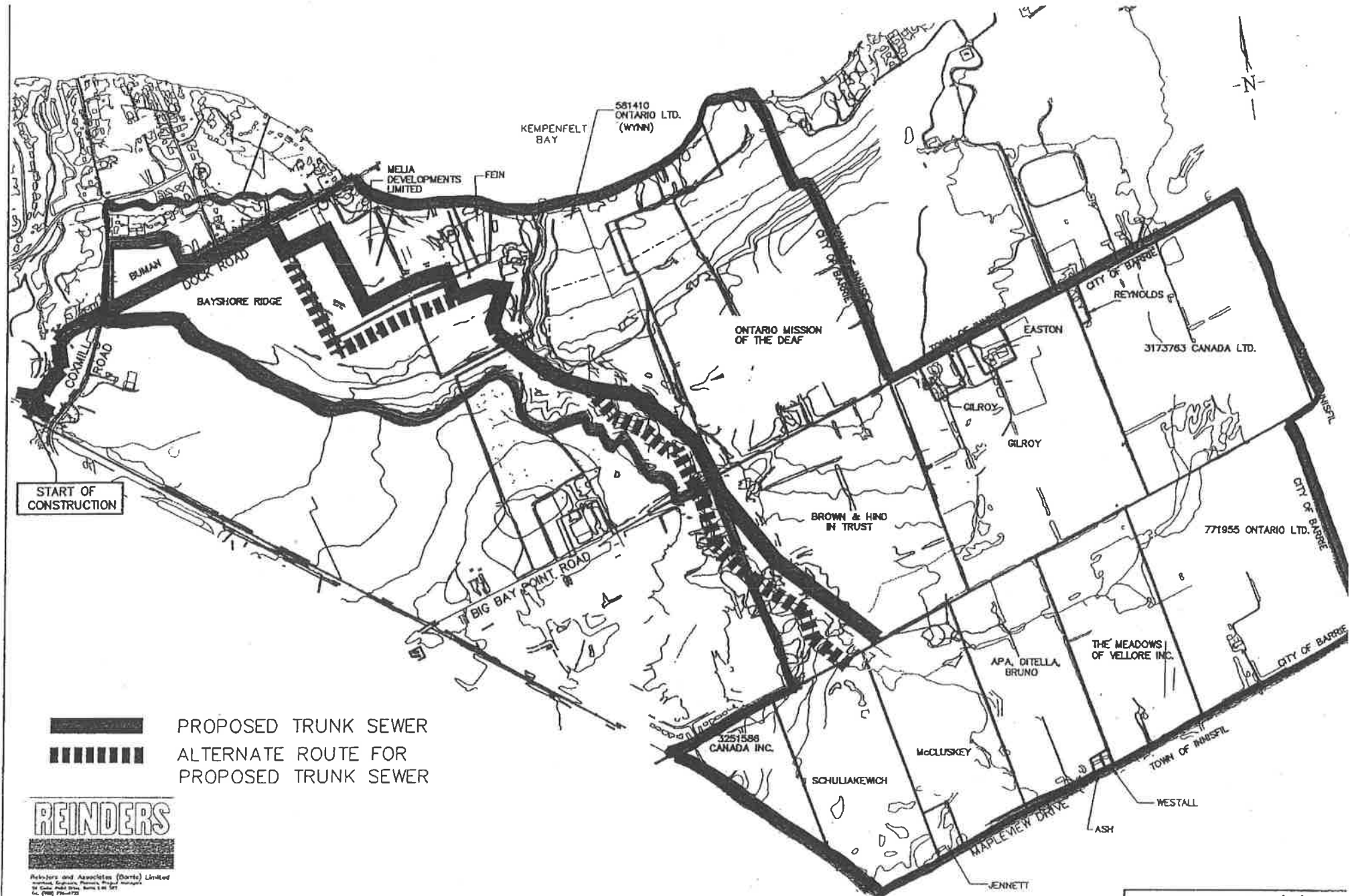
Schedule "C" is a chart identifying the Owners in the Benefitting Area and their Proportionate Share;

Schedule "D" is a cost sharing breakdown of the Front End Servicing Cost and Front End Cost Share for Participating Owners;

Schedules "E-1 to E-2" are the assignment documents to this Agreement;

Schedule "F" is a list of those Non-Participating Owners who are within the Benefitting Area of the Hewitt's Creek Trunk Sanitary Sewer but who are not a signatory to this Agreement.

Schedule "G" is the Power of Attorney form to be made in favour of the Trustee.



START OF CONSTRUCTION



PROPOSED TRUNK SEWER
 ALTERNATE ROUTE FOR PROPOSED TRUNK SEWER

REINDERS

Reinders and Associates (Barrie) Limited
 Chartered Engineer, Planner, Project Manager
 20 Cedar Creek Drive, Barrie, Ont. L4R 1Y1
 Tel: (705) 776-2322
 Fax: (705) 776-2048

SCHEDULE 'A'
 APRIL 30, 1997 | 5133H-SCHA

SCHEDULE "A-1"

LEGAL DESCRIPTION OF LANDS OWNED BY

ONTARIO MISSION OF THE DEAF

Part of Lots 16 and 17, Concession 13, Plan 954, Part Lots 6 to 10 In the Geographic Township of Innisfil, now in the City of Barrie.

SCHEDULE "A-2"

LEGAL DESCRIPTION OF LANDS OWNED BY
771955 ONTARIO LTD.

Part of Lot 18, Concession 12 in the Geographic Township of Innisfil, now City of Barrie.

SCHEDULE "A-3"

LEGAL DESCRIPTION OF LANDS OWNED BY

**3173763 CANADA INC.
MORTGAGEE IN POSSESSION**

Part of the North Half of Lot 18, Concession 12, in the Geographic Township of Innisfil, now
City of Barrie.

SCHEDULE "A-4"

**LEGAL DESCRIPTION OF LANDS OWNED BY
THE MEADOWS OF VELLORE INC.**

Part of Lot 17, Concession 12, Geographic Township of Innisfil, now in the City of Barrie.

SCHEDULE "A-5"

LEGAL DESCRIPTION OF LANDS OWNED BY

**ANNA MARIA APA
VICENZO APA
DOMINICO DITELLA
MARIA DITELLA
SALVATORE BRUNO
THERESA BRUNO**

Part of the South-West 1/4 of Lot 17, Concession 12, in the Geographic Township of Innisfil,
now City of Barrie.

SCHEDULE "A-6"

LEGAL DESCRIPTION OF LANDS OWNED BY

GARRY MCCLUSKEY
GLORIA MCCLUSKEY

Part of Lot 17, Concession 12, Geographic Township of Innisfil, now in the City of Barrie.

SCHEDULE "A-7"

LEGAL DESCRIPTION OF LANDS OWNED BY

**MELVIN BROWN, IN TRUST
CRAIG HIND, IN TRUST**

Part of Lot 16, Concession 12, Geographic Township of Innisfil, now City of Barrie, further described as Part 1, Plan 51R-9751.

SCHEDULE "A-8"

LEGAL DESCRIPTION OF LANDS OWNED BY

**ROBERT GILROY
JOAN GILROY**

North Part of Lot 17, Concession 12, Geographic Township of Innisfil, now City of Barrie,
further described as Part 1, Plan 51R-18753.

SCHEDULE "A-9"

LEGAL DESCRIPTION OF LANDS OWNED BY

EASTON PROPERTY INC.

Part of Lot 17, Concession 12, Geographic Township of Innisfil, now City of Barrie, further described as Part 1, Plan 51R-12268.

SCHEDULE "A-10"

LEGAL DESCRIPTION OF LANDS OWNED BY

HELGA SCHULIAKEWICH

Part of Lot 16, Concession 12, Geographic Township of Innisfil, now City of Barrie.

SCHEDULE "A-11"

LEGAL DESCRIPTION OF LANDS OWNED BY

BUMAN CONSTRUCTION LIMITED

Part of Lots 13 to 16, Plan 321, Geographic Township of Innisfil, now City of Barrie, further described as Part 1, Plan 51R-6369.

SCHEDULE "A-12"

LEGAL DESCRIPTION OF LANDS OWNED BY

MELIA DEVELOPMENTS LIMITED

Part of Lots 14 and 15, Concession 13, Geographic Township of Innisfil, now in the City of Barrie.

SCHEDULE "A-13"

LEGAL DESCRIPTION OF LANDS OWNED BY

581410 ONTARIO LIMITED

Part of Lot 15, Concession 13, formerly Geographic Township of Innisfil, now City of Barrie.

Together with a right-of-way, for purposes of ingress and egress to and for 581410 Ontario Limited, its successors and assigns and its agents, servants and workmen, tenants and visitors and licensees, in common with all other persons entitled thereto, through, over, along and up, Part of the North Half of Lot 14, Concession 13, in the said Township of Innisfil, and Part of Lot 15, Concession 13, more particularly described as Instrument No. 9851.

SCHEDULE "A-14"

LEGAL DESCRIPTION OF LANDS OWNED BY

BAYSHORE RIDGE INC.

Part of Lots 13 to 15, Concession 13, formerly Geographic Township of Innisfil, now City of Barrie.

SCHEDULE "A-15"

LEGAL DESCRIPTION OF LANDS OWNED BY

3251586 CANADA INC.

Part of Lot 14, Concession 12, formerly Geographic Township of Innisfil, now In the City of Barrie.

HEWITT'S CREEK SANITARY TRUNK SEWER
(refer to Reinders drawing "Trunk / Ownership Plan, 5133-TRUNK1A")

SCHEDULE B1

ESTIMATED COSTS BY SECTIONS

Based on route through Melia and east side of Hewitt's Creek

Date: April 25, 1997

Section length (m)	Total cost per metre	PHASE		Construction Cost			Local sanitary benefit	Net Construct. Cost	Accumulated Net Const. Cost	DCA, March 1994	DCA recovery	Accumulated cost share
				Contracted	Fees	Total						
1			CNR to DOCK 80m east of COXMILL									
518	1264	1	Construction (Excluding contingency)	504,909								
			12.5% contingency	63,114								
			Construction (Including contingency)	568,023								
			Professional fees		48,008							
			Agency fees		38,741						at 34%	
			Professional and Agency fees		86,749							
			Construction plus fees			654,771	0	654,771	654,771	572,400	194,616	460,155
2			DOCK 80m east of COXMILL to Tyndale Road									
320	1124	1	Construction (Excluding contingency)	282,700								
			12.5% contingency	35,338								
			Construction (Including contingency)	318,038								
			Professional fees		24,129							
			Agency fees		17,492						at 34%	
			Professional and Agency fees		41,621							
			Construction plus fees			359,658	0	359,658	1,014,429	1,000,000	340,000	674,429
3			Tyndale Road to MH12 (90m south of NE corner of BSR)									
272	765	1	Construction (Excluding contingency)	163,616								
			12.5% contingency	20,452								
			Construction (Including contingency)	184,068								
			Professional fees		13,833							
			Agency fees		10,124						(say) 35%	
			Professional and Agency fees		23,956							
			Construction plus fees			208,024	0	208,024	1,222,454	1,164,976	407,742	814,712
			SUB-TOTAL PHASE 1	1,070,128	152,326	1,222,454	0	1,222,454	1,222,454	1,164,976	407,742	814,712
			Allow north half Dock Road (less 260m Buman) @145 per m for City share	66,700								
			Professional fees		4,469							
			Agency fees		3,002							
			Professional and Agency fees		7,470							
			Construction plus fees			74,170						
			Preliminary Engineering fees		1,500	1,500						
			Cost sharing agreement to March 26, 1997		5,300	5,300						
			Administration of cost-sharing schedules		2,500	2,500						
1110 metres	1177 gross /m 1177 net /m 809 shared /m		TOTAL PHASE 1	1,136,828	169,096	1,305,924	0	1,305,924	1,305,924	1,164,976	407,742	898,183
			Professional fees	8.8%	99,737							
			Agency fees	6.1%	69,359							
				14.9%	169,096							

Hewitt's Trunk cost (via Melia), March 97.
9. Sect costs (e. of Hewitt's)

HEWITT'S CREEK SANITARY TRUNK SEWER
(refer to Reinders drawing "Trunk / Ownership Plan, 5133-TRUNKC1A")

ESTIMATED COSTS BY SECTIONS

Based on route through Melia and east side of Hewitt's Creek

Date: April 25, 1997

Section; length (m)	Total cost per metre	PHASE		Construction Cost			Local sanitary benefit	Net Construct. Cost	Accumulated Net Const. Cost	DCA, March 1994	DCA recovery	Accumulated cost share
				Contracted	Fees	Total						
4			MH12 (90m south of NE corner of BSR) to MH21 (Melia @ Wynn)									
			Construction (Excluding contingency)	454,735			115,500					
			12.5% contingency	56,842			14,438					
770	759	2	Construction (Including contingency)	511,577			129,938					
			Professional fees		44,486							
			Agency fees		28,137							
			Professional and Agency fees		72,622		18,446				(say) 35%	
			Construction plus fees			584,199	148,383	435,816	435,816	467,027	163,459	272,357
5			MH21 (Melia @ Wynn) to Hewitt's Creek									
			Construction (Excluding contingency)	320,070			46,500					
			12.5% contingency	40,009			5,813					
410	1000	2	Construction (Including contingency)	360,079			52,313					
			Professional fees		30,235							
			Agency fees		19,804							
			Professional and Agency fees		50,040		7,270				(say) 35%	
			Construction plus fees			410,118	59,582	350,536	786,352	715,704	250,496	535,856
			Administration of cost-sharing schedules		2,500	2,500						
			TOTAL PHASE 2	871,656	125,162	996,818	207,965	788,852	788,352	715,704	250,496	538,356
1180 metres	845 669 456	gross /m net /m shared /m	Professional fees	8.9%	77,221							
			Agency fees	5.5%	47,941							
				14.4%	125,162							

HEWITT'S CREEK SANITARY TRUNK SEWER
(refer to Reinders drawing "Trunk / Ownership Plan, 5133-TRUNKC1A")

ESTIMATED COSTS BY SECTIONS

Based on route through Melia and east side of Hewitt's Creek

Date: April 25, 1997

Section; length (m)	Total cost per metre	PHASE		Construction Cost			Local sanitary benefit	Net Construct. Cost	Accumulated Net Const. Cost	DCA, March 1994	DCA recovery	Accumulated cost share
				Contracted	Fees	Total						
6			Along east side of Hewitt's Creek to south side of Big Bay Point Road									
815	995	3	Construction (Excluding contingency)	626,925								
			12.5% contingency	78,366								
			Construction (Including contingency)	705,291								
			Professional fees		67,234							
			Agency fees		38,791						at 35%	
			Professional and Agency fees		106,025							
			Construction plus fees			811,316	0	811,316	811,316	494,321	173,012	638,304
7			South side of Big Bay Point Road to 500m north of Mapleview Drive.									
680	727	3	Construction (Excluding contingency)	382,410								
			12.5% contingency	47,801								
			Construction (Including contingency)	430,211								
			Professional fees		40,824							
			Agency fees		23,662						at 35%	
			Professional and Agency fees		64,486							
			Construction plus fees			494,697	0	494,697	1,306,013	1,294,321	453,012	853,001
			Administration of cost-sharing schedules		20,000	20,000						
1495 metres	887 887 584	gross /m net /m shared /m	TOTAL PHASE 3	1,135,502	190,511	1,326,013	0	1,326,013	1,326,013	1,294,321	453,012	873,001
			Professional fees	11.3%	128,059							
			Agency fees	5.5%	62,453							
				16.8%	190,511							
3785 metres	959 904 610	gross /m net /m shared /m	TOTAL PHASES 1, 2 and 3	3,143,986	484,769	3,628,755	207,965	3,420,789	3,420,789	3,175,000	1,111,250	2,309,539
			Professional fees	9.7%	305,017							
			Agency fees	5.7%	179,752				4,440	per dev ac.	1,442	2,998
				15.4%	484,769				920	per unit	299	621

HEWITT'S CREEK SANITARY TRUNK SEWER
(refer to Reinders drawing "Trunk / Ownership Plan, 5133-TRUNKC1A")

Date: April 25, 1997

Based on route through Melia and east side of Hewitt's Creek

SUMMARY of ESTIMATED COSTS

Section; length (m)	Total cost per metre	PHASE		Construction Cost			Local sanitary benefit	Net Construct. Cost	DCA, March 1994	DCA recovery	Accumulated cost share
				Contracted	Fees	Total					
1110 metres	1177 1177 809	gross /m net /m shared /m	TOTAL PHASE 1	1,136,828	169,096	1,305,924	0	1,305,924	1,164,976	407,742	898,183
			Professional fees	8.8%	99,737						
			Agency fees	6.1%	69,359						
				14.9%	169,096						
1180 metres	845 669 456	gross /m net /m shared /m	TOTAL PHASE 2	871,656	125,162	996,818	207,965	788,852	715,704	250,496	538,356
			Professional fees	8.9%	77,221						
			Agency fees	5.5%	47,941						
				14.4%	125,162						
1495 metres	887 887 584	gross /m net /m shared /m	TOTAL PHASE 3	1,135,502	190,511	1,326,013	0	1,326,013	1,294,321	453,012	873,001
			Professional fees	11.3%	128,059						
			Agency fees	5.5%	62,453						
				16.8%	190,511						
3785 metres	959 904 610	gross /m net /m shared /m	TOTAL PHASES 1, 2 and 3	3,143,986	484,769	3,628,755	207,965	3,420,789	3,175,000	1,111,250	2,309,539
			Professional fees	9.7%	305,017						
			Agency fees	5.7%	179,752			4,440	per dev ac.	1,442	2,998
				15.4%	484,769			920	per unit	299	621

SCHEDULE C

HEWITT'S CREEK SANITARY TRUNK SEWER
(refer to Reinders drawing "Trunk / Ownership, 5133-TRUNKC1")

Date: April 25, 1997

OWNERS' ESTIMATED PROPORTIONATE SHARES
(after DCA credit received)

Based on route through Melia and east side of Hewitt's Creek

	ESTIMATED SHARE	BAYSHORE PLANNING AREA				INNIS-SHORE PLANNING AREA											TOTAL
		Bayshore Ridge	Buman	581410 Ontario Ltd. (Wynn)	Melia Developments Limited	Mission of the Deaf	Brown and Hind in trust	Gilroy	Easton	3173763 Canada Inc.	771955 Ontario Ltd.	Vellore Inc.	Apa, Diteila, Bruno	Mc-Cluskey	Schulia-kewich	3251586 Canada Inc.	
TOTAL ACREAGE		70.5	4.3	105.2	39.0	134.8	103.5	101.6	2.5	100.0	100.0	50.9	50.3	49.9	49.9	20.9	983.3
DEVELOPABLE ACREAGE		65.2	4.3	50.0	29.0	77.8	72.5	100.0	2.5	100.0	100.0	44.0	44.0	18.5	41.7	20.9	770.4
Proportionate Share		8.46%	0.56%	6.49%	3.76%	10.10%	9.41%	12.98%	0.32%	12.98%	12.98%	5.71%	5.71%	2.40%	5.41%	2.71%	100.00%
Units at 5 units per acre or actual Persons at 3.2 ppu		231 739	29 93	191 611	156 499	389 1245	363 1160	500 1600	13 40	500 1600	500 1600	220 704	220 704	93 296	209 667	105 334	3717 11893
PHASE 1: South-shore interceptor to MH12, 90m south of NE corner of BSR (1110m)	\$898,183	\$76,014	\$5,013	\$58,293	\$33,810	\$90,704	\$84,525	\$116,587	\$2,915	\$116,587	\$116,587	\$51,298	\$51,298	\$21,569	\$48,617	\$24,367	\$898,183
PHASE 2: Mh12 to Hewitt's Creek (1180m)	\$538,356	\$45,562	\$3,005	\$34,940	\$20,265	\$54,367	\$50,663	\$69,880	\$1,747	\$69,880	\$69,880	\$30,747	\$30,747	\$12,928	\$29,140	\$14,605	\$538,356
PHASE 3: Hewitt's Creek to 500m north of Maplevue Drive (1495m)	\$873,001	\$73,883	\$4,873	\$56,659	\$32,862	\$88,161	\$82,155	\$113,318	\$2,833	\$113,318	\$113,318	\$49,860	\$49,860	\$20,964	\$47,254	\$23,683	\$873,001
TOTAL proportionate share (3785m)	\$2,309,539	\$195,459	\$12,891	\$149,892	\$86,937	\$233,232	\$217,344	\$299,784	\$7,495	\$299,784	\$299,784	\$131,905	\$131,905	\$55,460	\$125,010	\$62,655	\$2,309,539
Cost per unit	\$621	\$846	\$445	\$785	\$557	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600
Cost per dev. acre	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998	\$2,998

SCHEDULE "E-1"

AGREEMENT

THIS INDENTURE made as of the _____ of _____, 1997.

BETWEEN:

(hereinafter called the "Owner")
OF THE FIRST PART

- and -

Paladin Development Consultants

(hereinafter called the "Trustee")
OF THE SECOND PART

WHEREAS the Trustee is Trustee for the owners of land comprising what is known as the Hewitt's Creek Trunk Sanitary Sewer Cost Sharing Benefitting Area in the City of Barrie and is obliged to enforce covenants by them whereby the Construction Costs are borne by all such owners;

AND WHEREAS the Owner is acquiring or owns certain lands in the Hewitt's Creek Trunk Sanitary Sewer Cost Sharing Benefitting Area and which lands are more particularly described in Schedule "A" attached hereto ("the Lands");

AND WHEREAS (as part of the Owner's obligations under the Purchase Agreement by which the Purchaser acquired the Lands), the Owner agreed to assume certain obligations with respect to the lands.

IN CONSIDERATION of the premises and other good and valuable consideration:

1. The Owner hereby covenants with the Trustee to bear its appropriate share of the Construction Costs within the Hewitt's Creek Trunk Sanitary Sewer Benefitting Area and covenants and agrees from time to time and at all times to do such further acts and execute all such further document and provide all such further assurances as shall be reasonably required to fully carry out such covenant.
2. As security for the Owner's covenant set out in paragraph 1 above, the Owner hereby pledges the Lands and agrees that the said obligation shall be a charge thereon and that the Trustee may register this Agreement against the title to the said Lands.
3. The Trustee agrees to provide the Owner with a release of the said Lands from the obligations hereunder when the Owner obtains clearance of the condition of draft approval whereby the Trustee must consent to registration of a plan of subdivision thereon.
4. The Trustee agrees to execute any documents reasonably necessary for the purpose of postponing its interest against the said Lands to any financing arranged by the Owner for the purpose of development of the said Lands.
5. This Agreement shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

Per: _____

Per: _____

Name:

Title:

ACKNOWLEDGEMENT

BETWEEN:

(hereinafter called the "Owner")
OF THE FIRST PART

- and -

Paladin Development Consultants

(hereinafter called the "Trustee")
OF THE SECOND PART

RE: in the City of Barrie, in the County of Simcoe, and being composed of
Barrie

The undersigned hereby agree as follows:

1. The undersigned acknowledges receipt of a copy of the Cost Sharing Agreement for the Hewitt's Creek Trunk Sanitary Sewer made on the day of ,1997, together with a copy of any Amendments by the parties to such Agreement with respect to the amended Schedules thereto and applicable to the above property;
2. The undersigned agrees to be bound by all of the terms and conditions thereof; and
3. The undersigned covenants to perform all of the obligations imposed by said Agreement upon the Owner of the above lands including the obligation to pay all monies forthwith to the Trustee when due under the said Agreement with respect to the said land in the amount determined by the Consulting Engineer from time to time pursuant to the said Cost Sharing Agreement as amended.

DATED at , Ontario this day of , 1997

Authorized Signing Officer

Print Name

SCHEDULE "G"

POWER OF ATTORNEY

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given by
of the _____ of _____ in the _____ of _____

APPOINTMENT

1. I/WE APPOINT PALADIN DEVELOPMENT CONSULTANTS of the City of Brampton in the Region of Peel to be my/our attorney for property, and I/we authorize the attorney to do, on my/our behalf, any and all acts, which I/we could do if capable, **subject to the conditions and restrictions contained herein in paragraph 3 of this continuing power of attorney.**

CONTINUING POWER

2. This is a continuing power of attorney, made pursuant to the Substitute Decisions Act and in accordance with the terms of a Cost Sharing Agreement executed by the undersigned, which agreement was executed by the undersigned on the day of _____, 1997. If the undersigned is an individual, it is the intention of the donor that the authority given in this continuing power of attorney may be exercised during any incapacity by the donor to manage his or her property, pursuant to section 7 of the Substitute Decisions Act.

CONDITIONS AND RESTRICTIONS

3. This power of attorney is given solely for the purpose of enabling the attorney so appointed to:
 - (a) execute all documents required to be executed, and
 - (b) do all acts that may be necessary or required or advisable in order to obtain easements, rights of way or other appropriate documents to facilitate the construction of the Hewitt's Creek Trunk Sanitary Sewer, in accordance with the terms and conditions of, and in order to comply with the obligations of the undersigned pursuant to the Cost Sharing Agreement executed by the undersigned on the _____ day of _____, 1997. This power of attorney may not be used for any purpose other than as set out in this paragraph 3.

EFFECTIVE DATE

4. This continuing power of attorney for property comes into effect as of the date of execution set out below. The donor states and confirms that this power of attorney shall be, and is, irrevocable by the donor until the construction of the Hewitt's Creek Trunk Sanitary Sewer (as contemplated by the Cost Sharing Agreement executed by the donor) is completed and that any purported revocation prior to that date shall be completely ineffective and shall be disregarded by the Attorney appointed herein.

Executed at _____, Ontario this _____ day of _____, 1997 in the presence of both witnesses, each present at the same time.

Witness

Name of Grantor(s): _____

Signature of Grantor(s): _____

Witness

Tab 5



Document General
Form 4 - Land Registration Reform Act

Do Process Software Ltd. (416) 322-6111
File 8604

Handwritten initials and 'D' in a box

FOR OFFICE USE ONLY

SC 70752
Certificate of Receipt
Certificat de Récépissé

NOV 08 2002 15:42

Land Registrar / Registrateur Simcoe #51 Barrie
Handwritten signature

(1) Registry Land Titles (2) Page 1 of 3 pages

(3) Property Identifier(s) 58091-0286(LT) Block Property Additional: See Schedule

(4) Nature of Document
APPLICATION TO REGISTER NOTICE UNDER SECTION 71

(5) Consideration
Dollars \$

(6) Description
Part Lot 16, Concession 12 (Township of Innisfil) City of Barrie, County of Simcoe being Part 1, Plan 51R-22928.
See schedule attached

New Property Identifiers
Additional: See Schedule

Executions
Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
TO The Land Registrar for the Land Titles Division of Simcoe #51

I, ALFRED W. J. DICK, am the Solicitor for Paladin Development Consultants Inc., the Applicant herein.

I confirm that the Applicant has an unregistered Estate, Right, Interest or Equity in the land described as all of PIN 58091-0286 by way of a Cost Share Agreement. The land is registered in the name of Garry W. McCluskey and Gloria A. McCluskey. In addition I confirm that the Applicant has an unregistered Estate, Right, Interest or Equity in the other lands described in Schedule A attached hereto. The land is registered in the names of the Owners described in Schedule B attached hereto and I hereby apply under Section 71 of The Land Titles Act for the entry of a Notice in the register for each of the said lands.

I hereby authorize the Land Registrar to delete the entry of this Notice from the said Parcel Register with the consent of the following party:

Alfred W. J. Dick

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

PALADIN DEVELOPMENTS CONSULTANTS INC. (APPLICANT) BY ITS SOLICITOR Alfred W. J. Dick 2002 11 05

(11) Address for Service
c/o 80 Worsley Street, Barrie, Ontario L4M 1L8

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property
Not Assigned

(15) Document Prepared by:
ALFRED W. J. DICK
80 Worsley Street
Barrie, Ontario
L4M 1L8

Fees and Tax	
Registration Fee	7000
Total	7000

Additional Property Identifier(s) and/or Other Information

SCHEDULE A

Box 6 - Description continued

58091-0956 (LT) Part of Lot 17, Concession 12 (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe designated as Part 2, Reference Plan 51R-13743.

58091-0280 (LT) Parcel 18-1, Section 51-INN-12 (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe being composed of part of the north half of Lot 18, Concession 12, designated as Part 1, Reference Plan 51R-23307.

58091-0328 (LT) Part of Lot 17, Concession 12 (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe as Part 1, on Plan 51R-29775

58091-0327 (LT) Part Lot 18, Concession 12 (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe as Part 1 Plan 51R 28421


58091-0283 (LT) Part Lot 17, Concession 12 (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe as in R O 1007889

58091-0288 (LT) Part of Lot 16, Concession 12, (formerly Township of Innisfil) now in the City of Barrie, County of Simcoe designated as Part 1, Reference Plan 51R-22937

Box 8 continued

The address for service of the applicant is 30 Madras Place, Brampton, Ontario

DATED at the City of Barrie this 8th day November, 2002


ALFRED W. J. DICK, Solicitor for the Applicant

FOR OFFICE USE ONLY



Additional Property Identifier(s) and/or Other Information

SCHEDULE B

58091-0956 (LT)	Eston Property Inc.
58091-0280 (LT)	Browdel Development Inc.
58091-0328 (LT)	1367169 Ontario Limited
58091-0327 (LT)	771955 Ontario Inc Inc.
58091-0283 (LT)	Crisdawn Construction Inc.
58091-0288 (LT)	Helga Schuliakewich

FOR OFFICE
USE ONLY

Tab 6

AMENDING AGREEMENT

**(Amendments to Innis Shore Secondary Planning Area
Cost Sharing Agreement dated January 19, 1999)**

THIS AMENDING AGREEMENT made as of this 18th day of March, 2002.

CRAIGMEL DEVELOPMENTS LTD., a company incorporated under the laws of the Province of Ontario
(hereinafter called "Craigmel")

OF THE FIRST PART

- and -

GARRY D. McCLUSKEY & GLORIA A. McCLUSKEY, parties residing in the City of Barrie, in the County of Simcoe
(hereinafter called "McCluskey")

OF THE SECOND PART

- and -

ESTON PROPERTIES INC., a company incorporated under the laws of the Province of Ontario
(hereinafter called "Eston")

OF THE THIRD PART

- and -

BROWDEL DEVELOPMENTS INC., a company incorporated under the laws of the Province of Ontario
(hereinafter called "Browndel")

OF THE FOURTH PART

- and -

771955 ONTARIO LTD., a company incorporated under the laws of the Province of Ontario
(hereinafter called "771955")

OF THE FIFTH PART

- and -

VINCENZO APA, ANNA MARIA APA, SALVATORE BRUNO, TERESA BRUNO, DOMENICO DITELLA, MARIA DITELLA, parties residing in the City of Toronto
(hereinafter called "Apa")

OF THE SIXTH PART

- and -

HELGA SCHULIAKEWICH, a party residing in the City of Toronto
(hereinafter called "Schuliakewich")

OF THE SEVENTH PART

- and -

ROBERT J. GILROY and M. JOAN GILROY, parties residing in the City of Barrie,
in the County of Simcoe
(hereinafter called "Gilroy")

OF THE EIGHTH PART

- and -

ST. CLAIR-WESTON INVESTMENTS LTD., a company incorporated under the laws
of the Province of Ontario
(hereinafter called "St.Clair")

OF THE NINTH PART

- and -

BIG BAY HOUSING DEVELOPMENTS INC., a company incorporated under the laws of the
Province of Ontario
(hereinafter called "Big Bay")

OF THE TENTH PART

- and -

INNIS SHORE MANAGEMENT INC., a company incorporated under the laws of the Province
of Ontario
(hereinafter called the "Trustee")

OF THE ELEVENTH PART

WHEREAS the Parties of the First to the Eighth Parts entered into a Cost Sharing Agreement dated the 19 day of January, 1999 (the "Agreement") providing for the sharing of certain costs for services to be incurred in connection with the lands known as the Innis Shore Secondary Plan Area;

AND WHEREAS St. Clair has entered into an Assumption Agreement dated January 3, 2001 agreeing to be bound by the provisions of the Agreement;

AND WHEREAS Innis Shore Management Inc. has been appointed as the new Trustee pursuant to the provisions of the Agreement;

AND WHEREAS the Parties wish to amend certain provisions of the Agreement upon and subject to the terms set forth in this Amending Agreement;

NOW THEREFORE in consideration of other good and valuable consideration now paid by each of the Parties, one to the other (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree with each other as follows:

1. Section 4.1 of the Agreement is hereby amended by the addition of the following definition:

“Stormwater Management or Flood Control Facilities” means those portions of the Owners’ Developable Acreage which are designated for use as stormwater detention ponds or otherwise required for stormwater and flood control.”

2. Section 4.1 of the Agreement is hereby amended by the deletion of Subsection 4.1 (g) (ii) “Pedestrian Walkways”.

3. Section 4.1 (k) of the Agreement is hereby amended by the deletion of “Reinders and Associates (Barrie) Limited” in the fourth(4th) line and by the insertion of “Skelton Brumwell & Associates Inc.”.

4. Section 4.1 (jj) (iii) of the Agreement is hereby amended by adding the following sentence:

“Notwithstanding the foregoing, this subsection does not apply to draft plans 43T-00507 (Schuliakewich) and 43T-00508 (McCluskey).”

5. Section 4.1 (kk) of the Agreement is hereby amended by deleting the words “True Value” and inserting the words “Community Land Value”.

6. Section 7 of the Agreement is deleted in its entirety and replaced with the following language:

7. Community Land Value

7.1 Where the Contribution of an Owner consists in part the land required for a Community Use, then the Owners agree that the lands owned by them that is allocated for Community Uses and thereby become Community Uses Lands are deemed to have a “Community Land Value” that is the greater of:

- (a) \$125,000.00 per acre, and
- (b) the Weighted Acreage Value

7.2 Unless amended as provided in Sections 8.3, 8.4 or 17.1 of this Agreement, the Owners agree that the Community Use Lands and the Community Land Value shall be as set out in Section 7.1(a).

7.3 The Community Land Value shall be reviewed annually from the date of execution of this Agreement or more frequently if deemed necessary by a Weighted Majority of the Owners to reflect current costs and values and such adjusted Community Land Value shall be utilized in making determinations for those Owners who have not yet registered a Plan of Subdivision against their lands.


7.4 Notwithstanding Section 7.1 above, land south of Big Bay Point Road

designated as Environmental Protection Area and being outside the limits of the Flood Plain Land (hereinafter called Environmental Protection Floodplain Contribution), and referred to as such on Schedule "F", shall be valued at the rate of \$31,250.00 per acre and shall be calculated in accordance with each Owner's Proportionate Share as shown on the attached Schedules, all in accordance with the terms of this Agreement.

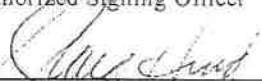
7. Section 8.3 and 8.4 of this Agreement are hereby amended by deleting the words "True Value" as they appear in the subsections and replacing them with the words "Community Land Value".
8. Section 9.1 of the Agreement is hereby amended by the deletion of Subsection 9.1 (iii) (e).
9. Section 9.0 of the Agreement is hereby amended by adding the following Subsection:
 - 9.4 Notwithstanding Subsection 9.2 and 9.3 above, it is agreed that the payment and/or collection of costs for the frontage along the open-sided road allowances of Sandringham Drive and Prince William Way, shall be administered directly between the Owners and not by or through the Trustee, provided that the Trustee may, upon written request from an Owner, withhold the clearance to the City for registration of another Owner until confirmation that such frontage costs have been paid for or other satisfactory arrangements have been made between such Owners.
10. Section 10.1 (a) of the Agreement is hereby amended by deleting the words "True Value" in line two(2) and replacing them with the words "Community Land Value".
11. Section 24.1 of the Agreement is hereby amended by deleting the words "Paladin Development Consultants Inc." in lines three(3) and four(4) and replacing them with the words "Innis Shore Management Inc.".
12. Except as expressly amended by the terms and provisions of this Amending Agreement, the terms and provisions of the Agreement shall remain in full force and effect.
13. This Amending Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.
14. This Amending Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes constitute one agreement, binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the date first written above.

CRAIGMEL DEVELOPMENTS LTD.

Per: 


Name: Melvin Brown
Position: Authorized Signing Officer

Per: 

Name: Craig Hind
Position: Authorized Signing Officer

We have authority to bind the Corporation


Witness


Garry D. McCluskey


Witness


Gloria A. McCluskey

ESTON PROPERTIES LTD.

Per: _____

Name: Michael K. Bunston
President

I have authority to bind the Corporation

BROWDEL DEVELOPMENTS LTD.

Per: 

Name: Melvin Brown
Position: Authorized Signing Officer

Per: 

Name: Jeffrey Kerbel
Position: Authorized Signing Officer

We have authority to bind the Corporation

771955 ONTARIO LTD.

Per: 

Name: Mario Cortellucci
Position: Authorized Signing Officer

I have authority to bind the Corporation

[Signature]
Witness

[Signature]
Vincenzo Apa

[Signature]
Witness

[Signature]
Anna Maria Apa

Witness

Salvatore Bruno

[Signature]
Witness

[Signature]
Teresa Bruno

[Signature]
Witness

[Signature]
Domenico Ditella

[Signature]
Witness

[Signature]
Maria Ditella

[Signature]
Witness

[Signature]
Helga Schuliakewich

[Signature]
Witness

[Signature]
Robert J. Gilroy

[Signature]
Witness

[Signature]
M. Joan Gilroy

ST-CLAIR WESTON INVESTMENTS LTD.

Per: *[Signature]*
Name: Ralph Canonaco
Position: Authorized Signing Officer

I have authority to bind the Corporation

BIG BAY HOUSING DEVELOPMENTS INC.

Per: _____
Name: Jamie Crich
Position: Authorized Signing Officer

I have authority to bind the Corporation

INNIS SHORE MANAGEMENT INC.

Per: 

Name: Andrew Orr

Position: Authorized Signing Officer

I have authority to bind the Corporation

Tab 7

ISSUE DATE:

May 11, 2012



Ontario

Ontario Municipal Board
Commission des affaires municipales de l'Ontario

PL111099

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the City of Barrie to redesignate land at 700 and 725 Mapleview Drive East from Low Density Residential to Medium Density Residential, High Density Residential and Neighbourhood Commercial
(Approval Authority File No. D09-OPA 125)
OMB File No. PL111099

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 85-95 and 2009-141 of the City of Barrie to rezone lands respecting 700 and 725 Mapleview Drive East from OS, EP, R2 (SP-238, SP-244, SP-248, SP-249), RM2-TH, and C5 to OS, EP, RM2-TH SP, RA1 SP, RA2 SP to permit the development of a variety of medium and high density housing forms including street townhouse, four-plexes, six-plexes, maisonettes and a number of apartments ranging in height from 6-24 storeys
OMB File No. PL111101

2131059 Ontario Limited (Baywood Homes) has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the City of Barrie to make a decision respecting a proposed plan of subdivision on lands respecting 700 and 725 Mapleview Drive East
(Approval Authority File No. D12-393)
OMB File No. PL111100

APPEARANCES:

Parties

City of Barrie

2131059 Ontario Limited (Baywood Homes)

Innis-Shore Management Inc.; Hewitt's
Creek Management Inc., and Crisdawn
Construction Inc.

Counsel

R. Carlson & C. Terry

D. Bronskill

D.S. White

DECISION DELIVERED BY C. HEFFERON AND ORDER OF THE BOARD

The subject proceeding, held May 1, 2012, is the first pre-hearing conference ("PHC") for the appeal of 2131059 Ontario Limited ("Baywood Homes") against the refusal or neglect of the City of Barrie ("City") to make a decision on Baywood Homes' March 12, 2012 application to amend the Innis-Shore Secondary Plan, as amended by Official Plan Amendment No. 75 ("OPA 75"). The proposal is for development of between 1,800 and 1,900 dwelling units in a variety of housing forms on the Baywood Homes' lands on Maplevue Drive East, in the vicinity of the Barrie South GO station.

Overview

The Baywood Homes' lands were the subject of a 2006 draft plan of subdivision approval that expired June 30, 2010. The City did not grant an extension. The 2006 draft plan provided for fewer than 250 single family detached dwelling units, which does not satisfy either the current City of Barrie Official Plan land use standards or the current provincial land use standards of intensification and mix of uses for the development of lands located in close proximity to a GO station.

The subject application for draft plan of subdivision approval submitted on March 12, 2012, contains three major changes from the earlier proposal as a result of negotiations between Baywood Homes and the Lake Simcoe Conservation Authority. The Board was told that the current proposal conforms to the intensification and land use mix of housing forms policies in the Growth Plan for the Golden Horseshoe ("Growth Plan").

The Changes:

1. The number of dwelling units has been reduced from 2,103 to between 1,800 and 1,900. Proposed density is today approximately 111 units per net residential hectare;
2. The developable area of the 40 ha site has been reduced; and

3. The height of the proposed apartment buildings along Maplevue Drive East, nearest the GO station, has been reduced from 20storeys to between seven and 10 storeys.

. Mr. White, counsel for Innis-Shore Management Inc., Hewitt's Creek Management Inc. and Crisdawn Construction Inc., told the Board that the first two companies are managers and trustees for two cost-sharing groups in the area. The third company, Crisdawn Construction Inc., is the owner and developer of a neighbouring parcel of land. Mr. White advised the Board that the sole issue for his clients is the amount and timing of Baywood Homes' payment to hook into the existing sanitary trunk and for the other municipal services that have been installed by Mr. White's clients. .

The parties advised the Board that negotiations in an attempt to reach a settlement agreement between and among the parties will continue.

The parties also undertook to keep the residents, who attended the first PHC, informed as to the progress of the subject appeal.

Disposition and Order of the Board

The Board has scheduled a second PHC on this appeal for **10:30 a.m. on Thursday, October 11, 2012** in the Sir Robert Barrie Room of the City of Barrie Municipal Building, 70 Collier Street, Barrie, ON, L4M 4T5.

So Orders the Board.

"C. Hefferon"

C. HEFFERON
MEMBER

MARSHALLZEHR GROUP INC. ET AL
Applicants

and

2131059 ONTARIO LIMITED
Respondents

Court File No.: CV-15-10951-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at

TORONTO

**RESPONDING
MOTION RECORD**
(returnable November 16, 2016)

DEVRY SMITH FRANK LLP
Barristers and Solicitors
95 Barber Greene Road
Suite 100
Toronto, Ontario
M3C 3E9

David S. White, Q.C.
LSUC #: 12676S
Tel. No.: (416)449-1400
Fax No.: (416)449-7071
*Lawyers for Paladin Development Consultants
Inc., Hewitt's Creek Management Inc. and
Innis Shore Management Inc.*