

ONTARIO MUNICIPAL BOARD

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr and Douglas Johnson to the Ontario Municipal Board under subsection 17(24) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from a decision of the City of Guelph to approve Proposed Amendment No. 26 to the Official Plan for the City of Guelph

Municipal File No: OP0301

OMB File No: O050062

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr and Douglas Johnson to the Ontario Municipal Board under subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, against Zoning By-law (2005)-17698 of the City of Guelph

Municipal File: ZC0301

OMB File No: R050073

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr, Douglas Johnson and others to the Ontario Municipal Board under subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from a decision of the City of Guelph to approve a proposed plan of subdivision on lands composed of Part Lot 16-20, Concession 4, Part Lot 16-19, Concession 5, in the City of Guelph

Subdivision No: 23T-03501

OMB File No: S050015

MINUTES OF SETTLEMENT dated this fifth day of June, 2006

BETWEEN:

COX CONSTRUCTION LIMITED

("Cox")

- and -

ST. MARYS CEMENT INC. (CANADA)

("St Marys")

-and-

THE CORPORATION OF THE CITY OF GUELPH (the "City"); PHELAN FARM TRUST ("Phelan"); FIRST GULF HOLDINGS INC. ("First Gulf"); STRADIOTTO BROTHERS HOLDINGS LIMITED ("Stradiotto"); BELMONT EQUITY (HCBP) HOLDINGS LTD. ("Belmont"); and STANFORD ROBERT SNYDER ("Snyder") (collectively "Development Group")

2

WHEREAS on February 21, 2005, Guelph City Council approved the Draft Plan of Subdivision and associated Zoning By-law for the Hanlon Creek Business Park/industrial subdivision on 271.64 hectares (671.21 acres) of land legally described as Part of Lots 16, 17, 18, 19 and 20, Concession 4 and Part of Lot 16, 17, 18 and 19, Concession 5 (former Geographic Township of Puslinch) City of Guelph ("subject lands") subject to certain conditions and changes outlined in a planning report dated February 21, 2005, attached as Schedule "A" to the City of Guelph Council Decision;

AND WHEREAS on April 22, 2005, Guelph City Council also approved City of Guelph Official Plan Amendment OP 0301 for the Hanlon Creek Business park/industrial subdivision;

AND WHEREAS in making its decision, Guelph City Council directed Staff to continue to work with Cox with the intent to address remaining concerns to the satisfaction of both the City and Cox, reflective of the intent of the Hanlon Creek Business Park Draft Plan applications;

AND WHEREAS St. Marys subsequently appealed to the Ontario Municipal Board ("OMB") the decision of the City to approve the Plan of Subdivision on the subject property pursuant to subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended;

AND WHEREAS St. Marys is seeking certain approvals under the *Planning Act* and *Aggregate Resources Act* for a proposed gravel pit on lands respecting Lots 14 and 15, Concession 4, Township of Puslinch, which lands are located adjacent to (west of) the subject lands ("St. Marys Lands");

AND WHEREAS the above named parties are parties to the OMB hearing with respect to the matters recited above;

AND WHEREAS the above named parties have in good faith reached a settlement on the various issues among them as set out in these minutes of settlement, including all schedules attached hereto, which together form the "Minutes of Settlement";

AND WHEREAS the City of Guelph has endorsed these Minutes of Settlement and authorized their execution by Council Resolution dated May 31, 2006.


NOW THEREFORE WITNESSETH THAT the parties hereby agree upon a full and complete settlement in respect of all aspects of the approval of the applications before the Board in this matter on the following terms and conditions:

1. The parties confirm that the foregoing recitals are true and correct.
2. Cox and St. Marys will consent to the Development Group's request that the Ontario Municipal Board (OMB) issue a decision with respect to this matter, subject to paragraph 6:

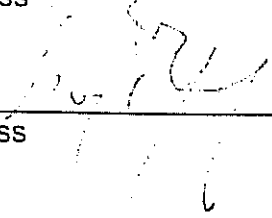
- ◆ Approving an amendment to the City of Guelph Official Plan for the Hanlon Creek Business Park ("HCBP") in the form attached as Schedule A to these Minutes of Settlement;
 - ◆ Approving the amending zoning by-law for the HCBP in the form attached as Schedule B to these Minutes of Settlement; and
 - ◆ Granting Draft Plan Approval for the Plan of Subdivision for the HCBP in the form attached as Schedule C, with draft plan conditions in the form attached as Schedule D to these minutes of Settlement.
3. Cox and St. Marys agree to advise the OMB that its appeals in this matter are resolved provided that the Order and approvals as set out in paragraph 2 above are issued by the OMB.
 4. Phelan, First Gulf, Stradiotto, Belmont and Snyder agree not to object to the applications by St. Marys for OMB Case No. PL051228 to permit a sand and gravel extraction operation on St. Marys Lands in the Township of Puslinch.
 5. Other than in the case of a breach of these Minutes of Settlement, the parties hereby agree that they will neither, directly nor indirectly, take or support any action of any kind to alter, overturn or in any way challenge the decision by the OMB to grant the order as set out in paragraph 2 above either in the Courts or by any other means.
 6. The parties hereby acknowledge that the planning documents attached as Schedules B, C, and D to these Minutes of Settlement are subject to changes related to the removal of the hold provisions for cost sharing amongst the Development Group, removal of MTO restrictions on density, modifications to onsite parking requirements, and other minor amendments, which changes affect only those portions of the planning documents which of interest to the Development Group. It is agreed that these final refinements to the planning documents will be addressed at, or prior to, a resumed hearing which is anticipated to occur within six to eight weeks of the signing of these Minutes of Settlement. The appellants shall have the right to review the planning documents in their final form prior to final approval.
 7. The parties hereby acknowledge that the provisions of these Minutes of Settlement are immediately enforceable pursuant to the terms of these Minutes of Settlement and all applicable law, should a party be in breach of Minutes of Settlement.
 8. Each of the parties hereto agrees not to request a cost award from the OMB against any party arising from these proceedings.
 9. These Minutes of Settlement shall be binding and enure to the benefit of the parties hereto, their successors and assigns.

- 10. These Minutes of Settlement constitutes the entire agreement between the parties as to the matters dealt with herein and supersede all prior negotiation and understandings. Any amendment to these Minutes of Settlement or waiver of any provision of these Minutes of Settlement must be in writing and signed by the parties hereto.
- 11. Each of the parties to these Minutes of Settlement has been advised to obtain independent legal advice in connection with the matters herein contained. Each party fully understands the intent and purpose of these Minutes of Settlement and their obligations under it.
- 12. These Minutes of Settlement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.
- 13. These Minutes of Settlement may be executed in several parts of the same form and such parts as so executed shall together form one original of the Minutes of Settlement and such parts shall be read together and construed as if all the signing parties hereto had executed one copy of these Minutes of Settlement. The facsimile versions of signature pages shall constitute good and valid evidence of execution of these minutes in their entirety

IN WITNESS WHEREOF the parties have executed these Minutes of Settlement.

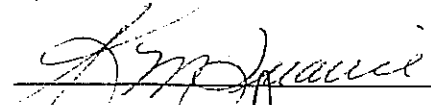


Witness



Witness

THE CORPORATION OF THE CITY OF GUELPH

Per: 

Per: 

We have authority to bind the corporation

FIRST GULF HOLDINGS INC.

Witness

Per: _____
I have authority to bind the corporation

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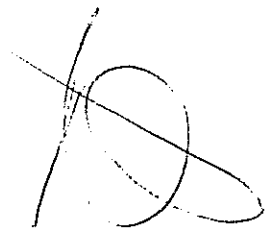
FIRST GULF HOLDINGS INC.



Witness

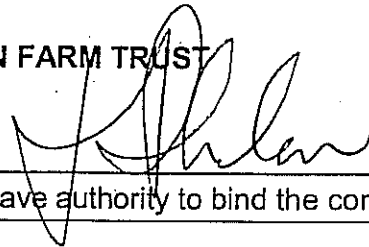
Per:  _____

I have authority to bind the corporation



Witness

PHELAN FARM TRUST

Per: 

I have authority to bind the corporation

Witness

STRADIOTTO BROTHERS HOLDINGS LIMITED

Per: _____
I have authority to bind the corporation

Witness

BELMONT EQUITY (HCBP) HOLDINGS LTD.

Per: _____
I have authority to bind the corporation

Witness

STANFORD R. SNYDER

Per: _____

Witness

COX CONSTRUCTION LIMITED

Per: _____
I have authority to bind the corporation

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PHELAN FARM TRUST

Witness

Per: _____
I have authority to bind the corporation

STRADIOTTO BROTHERS HOLDINGS LIMITED

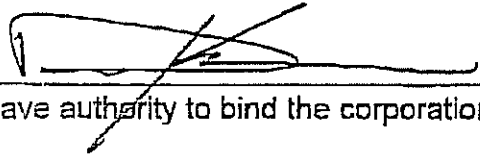
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BELMONT EQUITY (HCBP) HOLDINGS LTD.



Witness

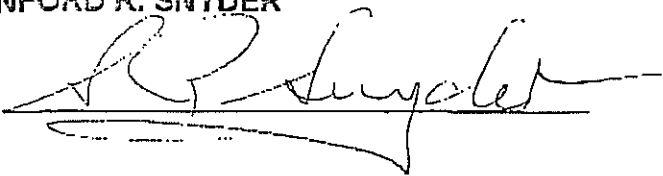
Per: 

I have authority to bind the corporation

STANFORD R. SNYDER



Witness

Per: 

I have authority to bind the corporation

COX CONSTRUCTION LIMITED

Witness

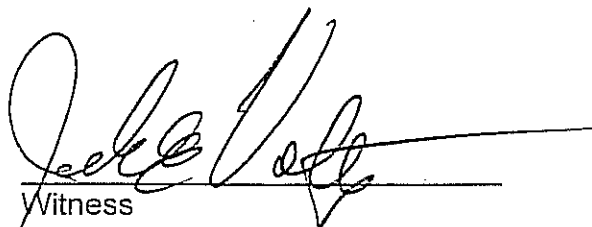
Per: _____
I have authority to bind the corporation

PHELAN FARM TRUST


Witness

Per: _____
I have authority to bind the corporation

STRADIOTTO BROTHERS HOLDINGS LIMITED



Witness

Per: 
I have authority to bind the corporation

BELMONT EQUITY (HCBP) HOLDINGS LTD.

Witness

Per: _____
I have authority to bind the corporation

STANFORD R. SNYDER

Witness

Per: _____

COX CONSTRUCTION LIMITED

Witness

Per: _____
I have authority to bind the corporation

9

PHELAN FARM TRUST

Per: _____
I have authority to bind the corporation

Witness

STRADIOTTO BROTHERS HOLDINGS LIMITED

Per: _____
I have authority to bind the corporation

Witness

BELMONT EQUITY (HCBP) HOLDINGS LTD.

Per: _____
I have authority to bind the corporation

Witness

STANFORD R. SNYDER

Per: _____

Witness

COX CONSTRUCTION LIMITED

Per: Regan A Cox
I have authority to bind the corporation

[Signature]
Witness

ST. MARYS CEMENT INC. (CANADA)

by JB Solizitor
Per. _____

Witness _____

[Signature]
I have authority to bind the corporation