

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

SUPPLEMENTARY MINUTES OF SETTLEMENT dated this 17th day of October, 2006
BETWEEN:

**DENNIS MURR, LAURA MURR, DOUGLAS JOHNSON, THE KORTRIGHT
HILLS COMMUNITY ASSOCIATION; COX CONSTRUCTION LIMITED; AND ST.
MARY'S CEMENT INC. (CANADA)**

(“Appellant Parties”)

- and -

**THE CORPORATION OF THE CITY OF GUELPH (the “City”); PHELAN FARM
TRUST; ESTATE OF EDWARD IGNATIUS PHELAN ; STRADIOTTO BROTHERS
HOLDINGS LIMITED (“Stradiotto”) ; BELMONT EQUITY (HCBP) HOLDING LTD.
 (“Belmont”); STANFORD ROBERT SNYDER (“Snyder”)**

(collectively “Development Group”)

WHEREAS on June 5, 2006, the Development Group entered into Minutes of Settlement with the Dennis Murr, Laura Murr, Douglas Johnson and the Kortright Hills Community Association Inc, (hereinafter Kortright Minutes of Settlement) and separate Minutes of Settlement with Cox Construction Limited and St. Mary's Cement (Canada) Limited (hereinafter Cox/St Mary's Minutes of Settlement);

AND WHEREAS through these two Minutes of Settlement, the Ontario Municipal Board appeals with respect to the above listed matters were resolved, and the Official Plan Amendment, Amending zoning by-law, Draft Plan of Subdivision and Draft Plan conditions (hereinafter the Planning Documents) to be approved by the Ontario Municipal Board were agreed to by all parties to the hearing of this matter subject to the following proviso paragraph set out in section 10 of the Kortright Minutes of Settlement and in section 6 of the Cox/St Mary's Minutes of Settlement (hereinafter Proviso Paragraph):

“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”

AND WHEREAS final changes have now been made by the Development Group to the Planning Documents relating to the matters set out in the Proviso Paragraph, and the revised Planning Documents have been reviewed and approved by all parties;

AND WHEREAS the parties have agreed to enter into these Supplementary Minutes of Settlement to which the revised Planning Documents are attached;

AND WHEREAS the City of Guelph has endorsed these Supplementary Minutes of Settlement and authorized their execution by Council Resolution dated

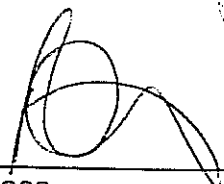
NOW THEREFORE WITNESSETH THAT the parties hereby agree upon a full and complete settlement in respect of all aspects of the approval of the applications before the Board in this matter on the following terms and conditions:

1. The parties confirm that the foregoing recitals are true and correct.
2. The parties will jointly request that the Ontario Municipal Board (OMB) issue a decision and order with respect to this matter:
 - ◆ Approving an amendment to the City of Guelph Official Plan for the Hanlon Creek Business Park in the form attached as Schedule A to these Minutes of Settlement;

- ◆ Approving the amending Zoning by-law for the Hanlon Creek Business Park in the form attached as Schedule B to these Minutes of Settlement; and
 - ◆ Granting Draft Plan Approval for the Plan of Subdivision for the Hanlon Creek Business Park in the form attached as Schedule C, with Draft Plan conditions in the form attached as Schedule D to these Minutes of Settlement.
3. The parties hereby acknowledge that they continue to be bound by the terms of the June 5, 2006 Minutes of Settlement with respect to this matter with the exception that Planning Documents attached as Schedules B, C, and D to these Minutes of Settlement (hereinafter Revised Planning Documents) replace in their entirety the Planning Documents which are attached to both of those Minutes of Settlement.
 4. The Development Group parties agree that appropriate changes have been made to the Planning Documents to fully and adequately address all four areas set out in the Proviso Paragraph and that the revised Planning Documents attached as Schedules B, C and D should be approved.
 5. All parties agree that they have no objection to the approval of the Revised Planning Documents.
 6. 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.
 7. Each of the parties hereto agrees not to request a cost award from the OMB against any party arising from these proceedings.
 8. Each and every clause in these Minutes of Settlement shall be binding and enure to the benefit of the parties hereto, their successors and assigns.
 9. These Minutes of Settlement are supplementary to the Minutes of Settlement dated June 5, 2006 between the parties, and that taken together these two sets of Minutes of Settlement constitute 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 or their successors and assigns, if applicable.
 10. 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.

- 11. 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.
- 12. 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 these supplementary 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 supplementary 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

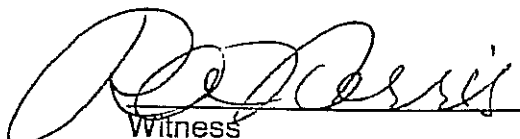
 Witness

THE CORPORATION OF THE CITY OF GUELPH

Per: 



 We have authority to bind the corporation



 Witness

 Witness

PHELAN FARM TRUST


Per: 

 We have authority to bind Trust

ESTATE OF EDWARD IGNATIUS PHELAN

Per: 

I have authority to bind the Estate



 Witness

Handwritten signature

Witness

STRADOTTO BROTHERS HOLDINGS LIMITED

Per:

Handwritten signature

I have authority to bind the corporation

Handwritten signature

Handwritten signature

Witness

BELMONT EQUITY (HCBP) HOLDING LTD.

Per:

Handwritten signature

I have authority to bind the corporation

STANFORD R. SNYDER

Per:

Witness

DENNIS MURR

Per:

Witness

LAURA MURR

Per:

Witness

DOUGLAS JOHNSON

Per:

Witness

STRADIOTTO BROTHERS HOLDINGS LIMITED

Per: _____
I have authority to bind the corporation

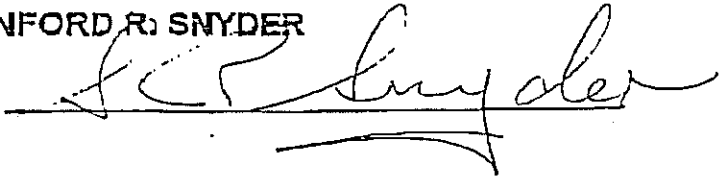
Witness

BELMONT EQUITY (HCBP) HOLDING LTD.

Per: _____
I have authority to bind the corporation

Witness

STANFORD R. SNYDER

Per: 


Witness

DENNIS MURR

Per: _____

Witness

LAURA MURR

Per: _____

Witness

DOUGLAS JOHNSON

Per: _____

Witness

STRADIOTTO BROTHERS HOLDINGS LIMITED

Per: _____
I have authority to bind the corporation

Witness

BELMONT EQUITY (HCBP) HOLDING LTD.

Per: _____
I have authority to bind the corporation

Witness

STANFORD R. SNYDER

Per: _____

Witness

DENNIS MURR

Per: *D Murr*

C. Backlund
Witness

LAURA MURR

Per: *L Murr*

C. Backlund
Witness

DOUGLAS JOHNSON

Per: *D Johnson*

C. Backlund
Witness

KORTRIGHT HILLS COMMUNITY ASSOCIATION INC.

C. Burkert
Witness

Per: [Signature]
I have authority to bind the corporation

COX CONSTRUCTION LIMITED

Witness

Per: _____
I have authority to bind the corporation

ST. MARY'S INC. (CANADA)

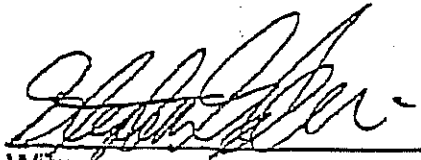
Witness

Per: _____
I have authority to bind the corporation

**KORTRIGHTHILLS COMMUNITY
ASSOCIATION INC.**

Witness
corporation

Per: _____
I have authority to bind the



Witness
corporation

COX CONSTRUCTION LIMITED

Per: 

I have authority to bind the

ST. MARY'S INC. (CANADA)

Witness
corporation

Per: _____
I have authority to bind the