
TO: GENERAL COMMITTEE

SUBJECT: BRYNE DRIVE TRANSPORTATION IMPROVEMENTS – HARVIE ROAD TO CAPLAN AVENUE (EN1277)

WARD: 7

PREPARED BY AND KEY CONTACT: A. ALMUINA, PROJECT MANAGER, EXT. 4458
A. MILLS, MANAGER OF LEGAL SERVICES, EXT. 5051

SUBMITTED BY: B. ARANIYASUNDARAN, P. ENG., PMP, DIRECTOR OF INFRASTRUCTURE

GENERAL MANAGER APPROVAL: A. MILLER, RPP, GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH MANAGEMENT

CHIEF ADMINISTRATIVE OFFICER APPROVAL: M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RECOMMENDED MOTION

1. That the property legally described as Parts 3, 4, and 5 on Plan 51R-43112, being part of PIN 58733-1051(LT), (the “Right of Way”) as shown in Appendix “A” to Staff Report INF007-21, be purchased by The Corporation of the City of Barrie (the “City”) from Barrie-Bryne Developments Limited (“SmartCentres”) in accordance with the terms and conditions set out in the Agreement of Purchase and Sale (the “APS”) attached as Appendix “B” to Staff Report INF007-21.
2. That the City remove its condition on Council approval contained within the APS and proceed to complete the acquisition process.
3. That notwithstanding the provisions of By-law 95-104, the Right of Way be declared surplus and transferred back to SmartCentres should the City not commence with construction of the Bryne Drive extension between Harvie Road and Caplan Avenue by January 1, 2024, as required by the terms and conditions of the APS.
4. That the City Clerk be authorized to execute all associated and required documents necessary to remove the condition on Council approval or amend any term contained in the APS on the recommendation of and in a form approved by the Director of Legal Services.

PURPOSE & BACKGROUND

Report Overview

5. The purpose of this Staff Report is to seek Council approval to proceed with the acquisition of the Right of Way from SmartCentres for the construction of Bryne Drive between Harvie Road and Caplan Avenue.

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6. To support the Harvie Road / Big Bay Point Road Highway 400 crossing and improve the overall roadway network performance in south Barrie, the City undertook a Class Environmental Assessment for improvements to Bryne Drive (Caplan Avenue to Essa Road) and reported on this assessment in Staff Report ENG013-17 on September 25, 2017.
 7. The completion of Bryne Drive will serve as a critical north/south link connecting Mapleview Drive and Essa Road. The strategy was to complete this roadway in phases based on development demands.
 8. Bryne Drive was identified as a major collector, at that time, and has subsequently been upgraded to Arterial as part of the 2019 Transportation Master Plan Update.
 9. Through evaluation of impacts to the physical, natural, social, economic and cultural environments as well as comments and responses received from the Public Consultation the preferred design alternative selected for Bryne Drive from Essa Road to Caplan Avenue included a central alignment with four (4) through lanes (two per direction), a two-way-left-turn lane (TWLTL) in a 34m right of way with buffered bike lanes and sidewalks on both sides plus various intersection improvements. See Appendix "C".
 10. On October 2, 2017, City Council adopted motion 17-G-226 regarding TRANSPORTATION IMPROVEMENTS CLASS EA - BRYNE DRIVE / HARVIE ROAD / ESSA ROAD (WARD 6 AND 7) as follows:
 1. That the preferred design alternatives for Bryne Drive (Essa Road to Caplan Avenue), Harvie Road (Essa Road to future Bryne Drive) and Essa Road (Coughlin Road to Mapleview Drive) be adopted as outlined in Staff Report ENG013-17.
 2. That in accordance with the requirements of the Class Environmental Assessment process, the Engineering Department publish a Notice of Completion for the Class Environmental Assessment Phases 3 and 4 Environmental Study Report.
 3. That based on the successful conclusion of this Class Environmental Assessment process and available budgets being approved through the capital planning process:
 - a) The Engineering Department proceed with implementation of the preferred design alternative for transportation improvements on Bryne Drive (Essa Road to Caplan Avenue), Harvie Road (Essa Road to future Bryne Dr) and Essa Road (Coughlin Road to Mapleview Drive);
 - b) The Director of Legal Services be authorized to commence negotiations for the acquisition of all required property interests subject to the property acquisition budget being approved;
 - c) The Director of Legal Services be delegated the authority to settle any negotiated agreements up to the maximum amount budgeted for property acquisition; and
 - d) The City Clerk be authorized to execute all associated and required documents in a form approved by the Director of Legal Services. (ENG013-17) (File: T05-BR)
 11. This report deals primarily about the recommendations in 3b) through 3d).

ANALYSIS

12. Since the approval of the Environmental Study Report in October 2017, the City continued to the detailed design stage of the preferred design alternative towards the development of an Issued For Tender (IFT) package.
13. The City's position on the implementation of this corridor was to work with the affected property owners such that the property requirements for Bryne Drive would be conveyed for nominal amount, while the City takes on the responsibility of designing and constructing the corridor.
14. Through the detailed design process, it became necessary to split the Bryne Drive corridor into two segments – Bryne North (north of Harvie to Essa) and Bryne South (south of Harvie to Caplan), as it became evident the south segment may be implemented sooner.
15. The design for Bryne South is complete and City staff are currently coordinating pre-works, pertaining primarily with property acquisition and utility relocations.
16. Through the detailed design process, City staff maintained an ongoing dialogue with SmartCentres who owns most of the property required for Bryne Drive South and has short-term plans for development of these lands.
17. The APS conveys, for nominal consideration, the Right of Way required for the implementation of the corridor through the SmartCentres lands and incorporates reference to a future easement to permit the construction of an alternative sewer alignment east of Bryne to increase the development potential of the lands on that side of the roadway.
18. The proposed alignment of Bryne Drive South and the proposed sanitary sewer relocation are identified on Appendix "D".
19. Staff were delegated authority to complete the necessary property acquisitions pursuant to motion 17-G-226. However, a term of the APS is that should construction not progress on the agreed to schedule, the Right of Way would be transferred back to SmartCentres. Since that process would trigger the City's Sale of Real Property By-Law (95-104), staff thought it was necessary to report to Council for approval of the APS and seek an exemption from this by-law should the City be required to re-convey the Right of Way to SmartCentres.
20. The acquisition of the remaining property requirements necessary to construct Bryne Drive South are currently underway. It is anticipated that title to these properties will be obtained in time to accommodate the start of construction in 2022.

ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS

21. This project has followed the guidelines for a Municipal Class EA, and physical, natural, social, cultural/heritage and economic environmental matters have been considered in the development of the recommendations and subsequent detailed design. Environmental matters have been considered in the development of the final design for Bryne Drive South.
22. There are no environmental and/or climate change impact matters related to this project.

ALTERNATIVES

23. The following alternative is available for consideration by General Committee:

Alternative #1

General Committee could wait until the Seller submits a formal development application at which time the City can request the conveyance of the Right of Way.

This alternative is not recommended as:

- a) Staff have worked diligently for the benefit of the City and future development of the SmartCentres lands;
- b) The capital plan provides funds to start the works and the detailed design is completed; and
- c) Timelines for submission and approvals of formal development applications cannot be guaranteed.

FINANCIAL

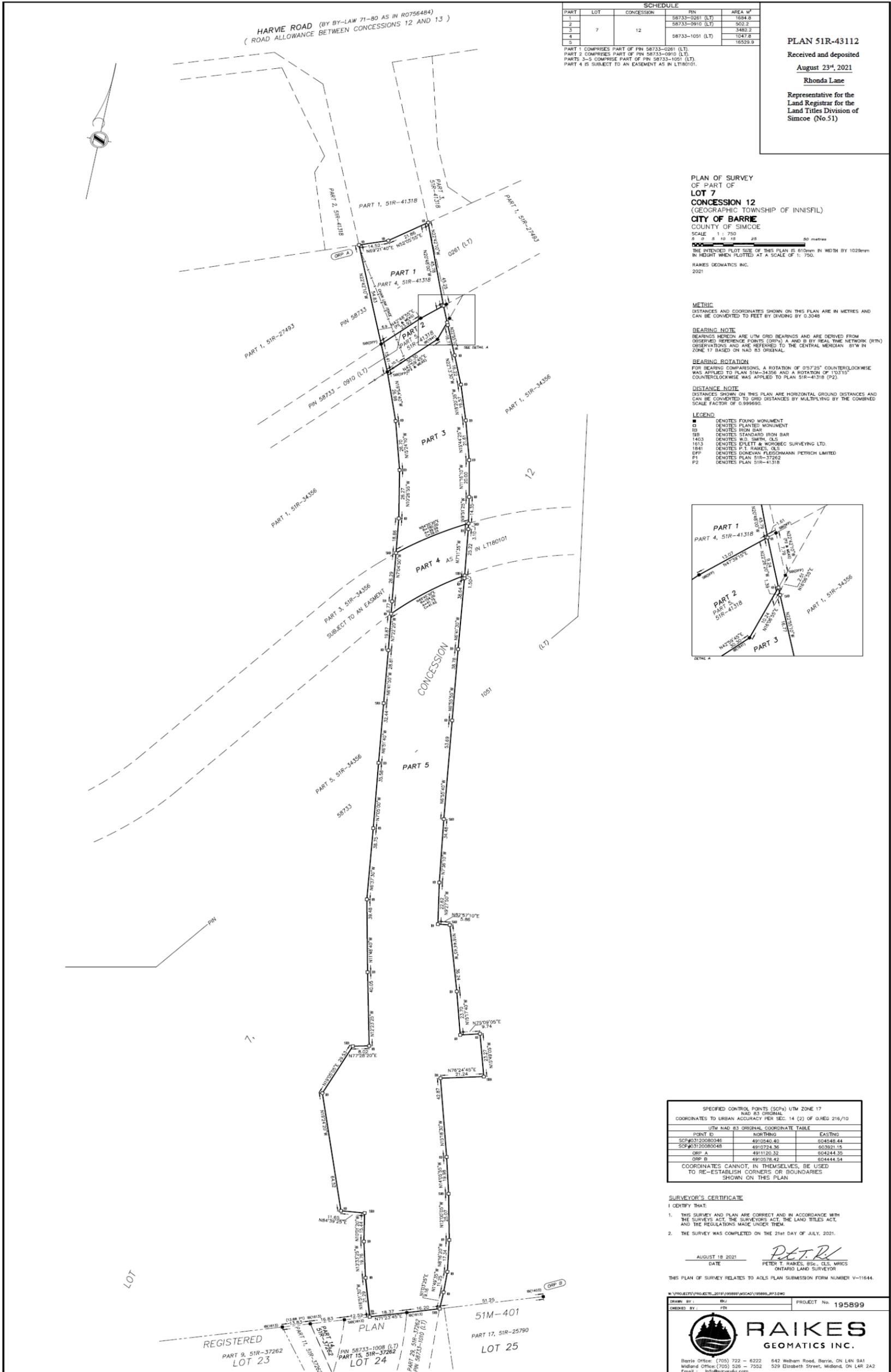
- 24. The costs associated with EN1277 have been included in the 2022-2031 Business Plan. EN1277 was included in the 2022 Capital Plan.
- 25. The City will reimburse SmartCentres reasonable legal costs associated with completing the transfer of the Right of Way to a maximum of \$5,000.00.

LINKAGE TO 2018–2022 STRATEGIC PLAN

- 26. The recommendation(s) included in this Staff Report support the following goals identified in the 2018-2022 Strategic Plan:
 - Growing Our Economy
 - Fostering a Safe and Healthy City
 - Improving the Ability to Get Around Barrie
- 27. The recommendations support the Harvie Road / Big Bay Point Road Highway 400 crossing by providing a more complete area roadway network.
- 28. The implementation of Bryne Drive South will improve traffic flow in south Barrie and provide an alternative to Maplevue Drive for motorists, cyclists and improve pedestrian safety.
- 29. The implementation of Bryne Drive South will accommodate and accelerate development of the adjacent lands.

APPENDIX "A"

Right of Way



SCHEDULE				
PART	LOT	CONCESSION	PN	AREA M ²
1			58733-0261 (LT)	1654.8
2			58733-0910 (LT)	502.2
3	7	12	58733-1051 (LT)	1482.2
4			58733-1051 (LT)	1047.6
5				16529.0

PLAN 51R-43112
Received and deposited
August 23rd, 2021
Rhonda Lane
Representative for the
Land Registrar for the
Land Titles Division of
Simcoe (No.51)

PLAN OF SURVEY
OF PART
OF
LOT 7
CONCESSION 12
(GEOGRAPHIC TOWNSHIP OF INNISFIL)
CITY OF BARRIE
COUNTY OF SIMCOE
SCALE 1 : 750
THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 1029mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1 : 750.
RAIKES GEOMATICS INC.
2021

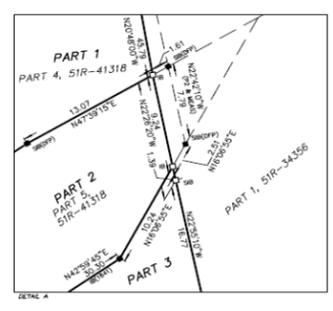
METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BEARING NOTE
BEARINGS HEREON ARE UTM GRID BEARINGS AND ARE DERIVED FROM OBSERVED REFERENCE POINTS (ORP) A AND B BY REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°W IN ZONE 17 BASED ON NAD 83 ORIGINAL

BEARING ROTATION
FOR BEARING COMPARISONS, A ROTATION OF 0°57'25" COUNTERCLOCKWISE WAS APPLIED TO PLAN 51M-34356 AND A ROTATION OF 1°03'15" COUNTERCLOCKWISE WAS APPLIED TO PLAN 51R-41318 (P2).

DISTANCE NOTE
DISTANCES SHOWN ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999995.

LEGEND
■ DENOTES FOUND MONUMENT
D DENOTES PLANTED MONUMENT
IB DENOTES IRON BARR
SB DENOTES STANDARD IRON BAR
1403 DENOTES W.D. SMITH, S.S.
1613 DENOTES EPLETT & WOROBEC SURVEYING LTD.
1841 DENOTES P.T. HARKES, OLS
DFF DENOTES DONEVAN FLEISCHMANN PETERICH LIMITED
P1 DENOTES PLAN 51R-37262
P2 DENOTES PLAN 51R-41318



SPECIFIED CONTROL POINTS (SCP) UTM ZONE 17 NAD 83 ORIGINAL COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O. REG 216/10		
UTM NAD 83 ORIGINAL COORDINATE TABLE		
POINT ID	NORTHING	EASTING
SCP#03120080046	4910546.40	604448.44
SCP#03120080048	4910724.36	603921.15
ORP A	4911120.32	604444.35
ORP B	4910578.42	604444.54

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

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 21st DAY OF JULY, 2021.

AUGUST 18 2021
DATE
P.T. HARKES
PETER T. HARKES, B.Sc., CLS., M.R.C.S.
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-11644.

PROJECT No. 195899

RAIKES GEOMATICS INC.

Barrie Office: (705) 722-6222 642 Welham Road, Barrie, ON L4N 9A1
Midland Office: (705) 528-7052 529 Elizabeth Street, Midland, ON L4R 2A2
Email: info@surveysu.com

APPENDIX "B"

APS – Clean Copy (Fully Executed Copy on File)



AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

BUYER: The Corporation of the City of Barrie, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Barrie-Bryne Developments Limited, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: N/A fronting on the N/A side of N/A
in the City of Barrie

and having a frontage of see Schedule "B" more or less by a depth of see Schedule "B" more or less, legally described as
Part of PIN 58733-1051(LT), being Parts 3, 4, and 5 on Plan 51R-43112 attached as Schedule "B" ("the Property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Ten Dollars (CDN\$ 10.00)

DEPOSIT: Buyer submits (Upon Acceptance) One Dollars (CDN\$ 1.00)
(Herewith/Upon acceptance)

By negotiable cheque payable to the Seller to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance as follows:

On closing, the balance of the purchase price, subject to the adjustments described herein, by cash or certified cheque to the Seller or as the Seller may direct.

SCHEDULE(S) "A", "B", "C" & "D" attached hereto form(s) part of this Agreement.

1. CHATELS INCLUDED: NONE
2. FIXTURES EXCLUDED: NONE
3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: N/A
4. IRREVOCABILITY: This Offer shall be irrevocable by Buyer until 4:00 p.m. on the 1 day of October, 2021.
(Seller/Buyer)
after which time, if not accepted, the Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
5. COMPLETION DATE: This Agreement shall be completed by no later than 4:00 pm. on the _____ day of (SEE SCHEDULE "A") 2021.
Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.
6. FAX No. _____ (For delivery of notices to Seller) FAX No. (705) 739-4243 (For delivery of notices to Buyer)
7. HST: If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be _____ in addition to _____ the Purchase Price.
(included in/in addition to)
If this transaction is not subject to H.S.T., Seller agrees to certify, on or before closing that the transaction is not subject to H.S.T.
8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 10th day prior to completion of this transaction, 2021
(Requisition Date) to examine the title to the Property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or, (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use (N/A) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. TITLE: Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided for in Schedule "D" to this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easement for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact that said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.
11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part 111 of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electric Registration Act, S.O. 1991, Chapter 44, and any amendments thereto the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. If required by Buyer, Seller will deliver any sketch or survey of the Property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

APPENDIX "B" cont'd

APS – Clean Copy (Fully Executed Copy on File)

SCHEDULE "A" TO THE
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Corporation of the City of Barrie and

SELLER: Barrie-Bryne Developments Limited

For the purchase and sale of Part of PIN 58733-1051(LT), being Parts 3, 4, and 5 on Plan 51R-43112 attached as Schedule "B"

24. This Agreement has been executed by the City Clerk pursuant to Council motion 17-G-226 and is conditional until October 29th, 2021, upon the ratification or approval of this agreement by the Council of The Corporation of the City of Barrie. Unless the Buyer gives notice in writing delivered to the Seller that this condition has been fulfilled this Agreement shall become null and void.
25. The Buyer agrees to construct Bryne Drive between north of Caplan Avenue and south of Harvie Road to a 5-lane cross section with associated municipal infrastructure, in accordance with the Class Environmental Assessment Study Report filed October 2017, at its sole cost (the "Road Works"). This provision shall not merge but survive the closing of this transaction.
26. The Buyer agrees to design, secure necessary approvals and permits, and construct a new alignment of the existing sanitary sewer east of the future Bryne Drive corridor at its cost (the "Sanitary Sewer Works"). The new alignment of the existing sanitary sewer shall generally be in accordance with "Option 2 the drawing set out in Schedule "C" attached hereto. The Buyer and Seller agree to register an easement for the new alignment of the existing sanitary sewer at such time as the new alignment is agreed upon by the Buyer and Seller. This provision shall not merge but survive the closing of this transaction.
27. The Buyer agrees to pay the Seller's reasonable legal costs associated with this transaction to a maximum of \$5,000.00.
28. The Seller agrees to provide the Buyer, prior to closing, with evidence satisfactory to the Buyer that the Property is not subject to any lease, tenancy, license, or other grant of use to any third parties.
29. This transaction shall be closed on a day as agreed to by the Buyer and the Seller acting reasonably (the "**Completion Date**"), provided that the Completion Date shall be no later than the 30th day following the removal of condition 24 of this Agreement of Purchase and Sale.
30. In the event construction of the Buyer's Road Works on the Property have not commenced by January 1, 2024, the Property shall be conveyed back to the Seller for nominal consideration. For the purpose of this section, commencement of Buyer's Road Works means the commencement of utility relocation associated with the Road Works, whether or not such relocation is of utilities located on the Property or otherwise. The Buyer and Seller shall complete this transaction within 60 days following receipt of the request and each party shall be responsible for their own costs in completing the reconveyance of the lands by the Buyer to the Seller. If the Buyer terminates the project for the Road Works prior to January 1, 2024, the Buyer shall provide written notice within thirty (30) days of terminating the project for the Road Works to the Seller, and the reconveyance of the lands shall occur no later than sixty (60) days from receipt of notice of termination of the Road Works project. This provision shall not merge but survive the closing of this transaction.
31. Upon notification to the Buyer, the Seller, its tenant and representatives shall be entitled to enter upon the Property at any time until such time as the Road Works are substantially complete to continue with the crop farming operations, inspect same, check elevations, conduct soil tests, prepare surveys, conduct environmental investigations and for any other purpose necessary or incidental for the Seller to proceed with its development plans, at its own expense and risk, provided that in so doing, no damage is done to the Property and that it is restored to a condition satisfactory to the Buyer. The Buyer shall ensure that during construction, access to all areas of the Property shall be maintained so as to permit the Seller to continue to have access to its remaining lands for crop farming operations. Such access shall be sufficient to permit the ingress and egress of vehicles and equipment required for the crop farming operations. This provision shall not merge but survive the closing of this transaction.
32. The Buyer is aware that Seller belongs to a multinational retail group based in the United States of America and is familiar with the Seller's Global Anti-Corruption Policy (the "Policy"). The Buyer agrees that the execution of this Agreement and the performance of the activities set forth herein are, and will be, in strict compliance with the Policy and all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, Buyer acknowledges and agrees that no aspect of this Agreement shall be used for the personal benefit or enrichment of any Government Official or any Family Member or Close Business Associate of a Government Official. Buyer further acknowledges and agrees that in connection with this Agreement, it has not received, accepted, or used anything of value in violation of the Policy or the applicable anti-corruption laws and regulations.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



APPENDIX "B" cont'd

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SCHEDULE "A" TO THE
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- 33. In the event that the Seller determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Seller immediately shall have the right to suspend or terminate this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

APPENDIX "B" cont'd

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**SCHEDULE "B" TO THE
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)**

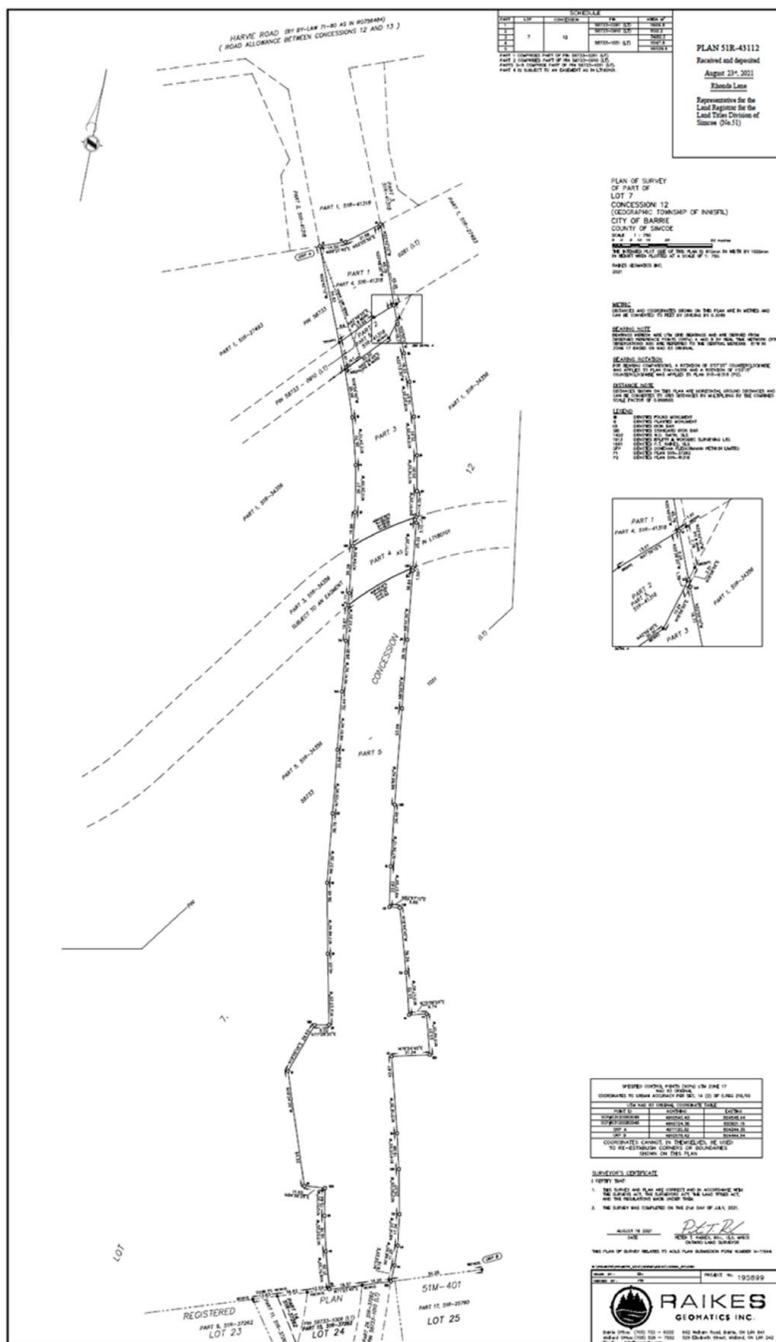
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The Property



INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

APPENDIX "B" cont'd

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SCHEDULE "C" TO THE
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

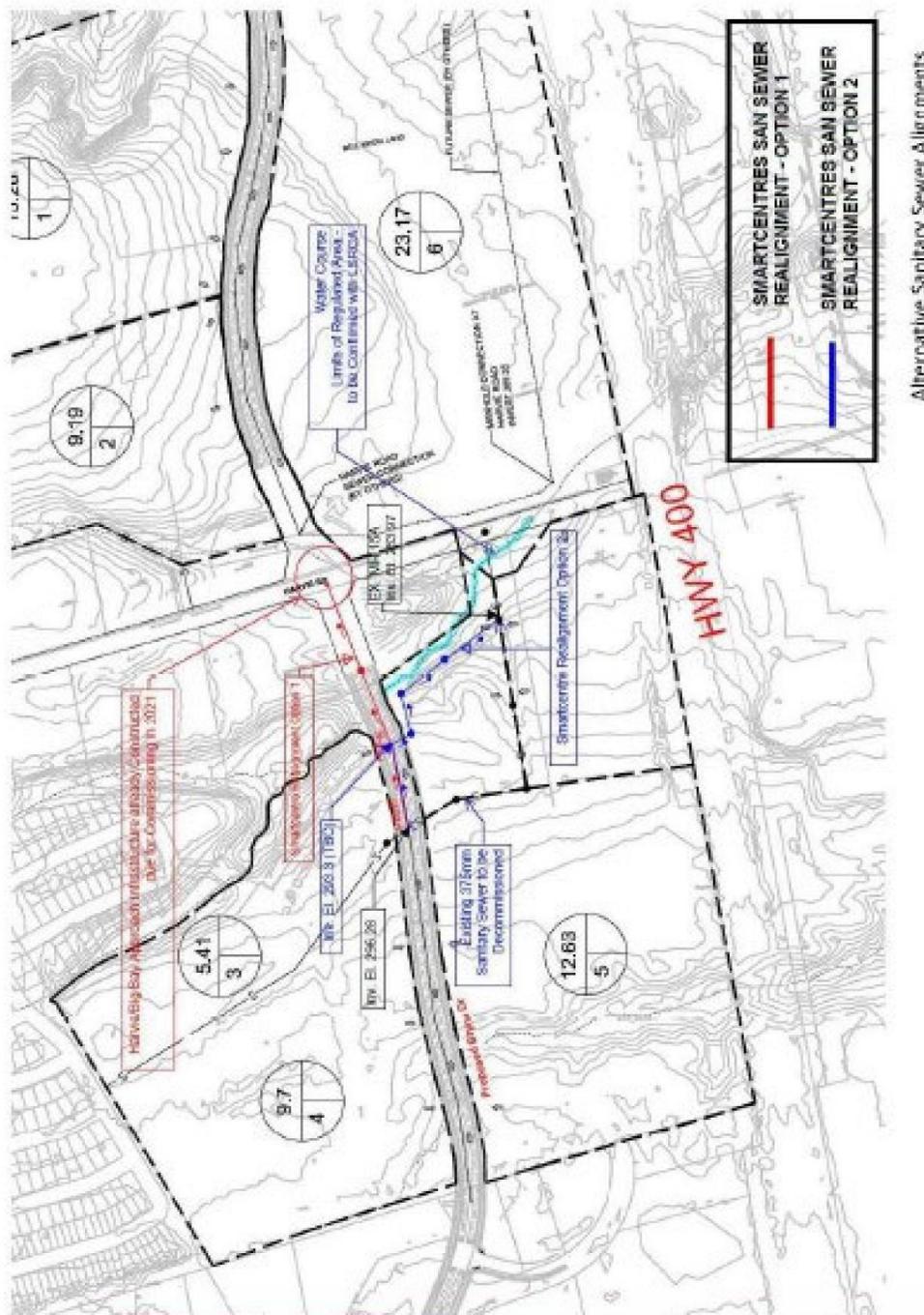
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Sketch of Proposed Sanitary Easement Realignment



Alternative Sanitary Sewer Alignments

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

APPENDIX "B" cont'd

APS – Clean Copy (Fully Executed Copy on File)

**SCHEDULE "D" TO THE
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the City of Barrie and

SELLER: Barrie-Bryne Developments Limited

For the purchase and sale of Part of PIN 58733-1051(LT), being Parts 3, 4, and 5 on Plan 51R-43112 attached as Schedule "B"

Permitted Encumbrances

1. Instrument No. IN27834 registered on July 16, 1946 being a Transfer of Easement dated January 22, 1946 in favour of The Hydro-Electric Power Commission of Ontario (now known as Hydro One Networks Inc.) over a strip of land 100 feet wide, now described as Part 5 on Reference Plan 51R-6013, for a transmission of power line.
2. Instrument No. LT96445 registered on May 26, 1987 being a Transfer of Easement dated November 18, 1986 in favour of Bell Canada over Parts 1 and 2 on Reference Plan 51R-14738, for telecommunications facilities.
3. Instrument No. LT180101 registered on August 8, 1990 being a Transfer of Easement dated March 30, 1990 in favour of the Corporation of the City Barrie (the "City") over Parts 1, 2, 3, 4, 5, 6, and 7 on Reference Plan 51R-20565 for storm drainage.
4. Instrument No. SC99133 registered on March 10, 2003 being a Development Agreement dated February 26, 2003 between 1074243 Ontario Limited and the City with respect to Whiskey Creek Stormwater Management Pond A.
5. Instrument No. SC530639 registered on March 29, 2007 being a Preliminary Subdivision and Site Development Agreement between the City, Sandale Corporation ("Sandale"), Harvie Road/400 Developments Inc. ("Harvie Road") and Harvie Island Estates Inc. ("Harvie Island").
6. Instrument No. SC530664 registered on March 29, 2007 being a Postponement of Charge pertaining to Instrument Nos. SC414522 to SC30639 by Sandale in favour of the City.
7. Instrument No. SC1010404 registered on September 10, 2012 being a Transfer of Easement in favour of the City.
8. Instrument No. SC1547014 registered on October 10, 2018 being a Land Registrar's Order to amending the property description.

INITIALS OF BUYER(S):

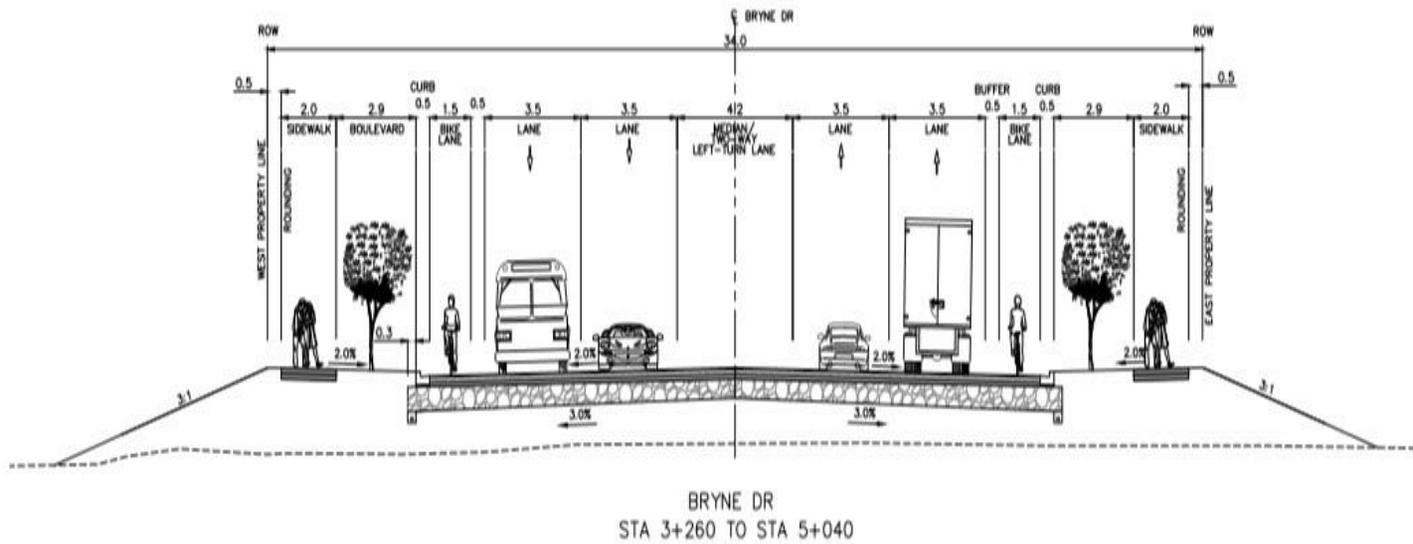


INITIALS OF SELLER(S):



APPENDIX "C"

Bryne Drive Cross Section



APPENDIX "D"

Proposed Alignment of Bryne Drive South and Sanitary Sewer Relocation

