

# HIGHLAND GATE DEVELOPMENTS INC.

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December 12, 2016

## Hand Delivered

Resident of Highland Gate Community

Dear Homeowner:

### **Re: Invitation for Consultation Meeting with Highland Gate Developments Inc. and its Landscape Consultants**

As you may be aware, on December 1, 2016, the Ontario Municipal Board (“OMB”) approved revised applications to permit the redevelopment of the former Highland Gate Golf Course for 159 detached houses as well as a 7-storey residential building on the site of the former clubhouse.

The OMB’s approval followed Minutes of Settlement entered into between Highland Gate Developments Inc. (“HGDI”), the Town of Aurora and the Highland Gate Rate Payers Association (“HGRPA”) on November 17, 2016 (the “Settlement”).

In accordance with the Settlement, we are writing to you as the owner of lands abutting the former golf course lands to offer you the opportunity to meet with HGDI and its landscape consultants to discuss: (i) the form of landscaping (i.e., vegetation and/or fencing) which HGDI is proposing to install adjacent to your lot (or, if HGDI and you agree, to install on your lot); and (ii) if applicable, to identify any existing encroachments on the HGDI lands and how such encroachments might be resolved.

The objectives of the meeting would be as follows:

1. We will explain the approved development to you and consider options to mitigate potential land use impacts of the development on your property.
2. You will have the opportunity to explain to us your concerns, if any, with the development in relation to your property.
3. Together, we will attempt to reach agreement regarding landscaping, fencing and other appropriate options to reduce any potential visual and privacy concerns of the development on your property.
4. If applicable, we will discuss potential resolution of any encroachments on our lands.

5. Based on our meeting, we will seek to finalize a landscape plan that illustrates how we propose to treat the boundaries between your property and the lands forming part of the new development (the “Landscaping Offer”).

Please note, however, that you are under no obligation to meet with us – it is entirely your choice.

If you choose to meet with us, following the meeting we will provide you with the Landscaping Offer and you will then have 3 weeks to either accept or decline the Landscaping Offer in accordance with the attached “Protocol”, or such other process as we may choose to agree to.

The proposed meeting will be at no cost to you, including our preparation of the Landscaping Offer. Also, if you wish, you can have Ms. Andrea Bourrie, the land use planner retained by the HGRPA, in attendance at the meeting and, if so, her attendance will also be at our expense.

The Settlement requires that we give you 3 weeks in which to respond to this offer for a consultation meeting. However, given the upcoming holidays, we are extending that timeframe, and are instead requesting that you respond to this offer by **Monday, January 16, 2017**. If we do not hear from you by then, we will assume that you do not wish to meet with us.

If you would like to arrange a meeting with us, please contact us by visiting our website at <http://www.highlandgateaurora.com/schedule-meeting.php> and providing the required contact information. At the same time, please advise whether you wish to have Ms. Bourrie in attendance at the meeting, by indicating this in the box entitled “Your Question or Comment”. We will then be in touch with you to arrange the meeting. If you wish to arrange a meeting but do not have internet access, you can contact Ms. Stephanie Morizio by telephone at 905-477-1177 Ext. 217.

We look forward to hearing from you in the coming weeks. In the meantime, we wish you and yours a Happy and Healthy Holiday Season.

Yours truly,

HIGHLAND GATE DEVELOPMENTS INC.



Cheryl Shindruk

cc. Highland Gate Rate Payers Association

## **Protocol for Landscaping Offer Presented by Highland Gate Developments Inc.**

If the homeowner either declines HGDI's invitation to meet or does not respond to the invitation by January 16, 2017, no further consultation by HGDI is required. However, if the homeowner accepts the invitation by January 16, 2017, the following protocol shall govern the Landscaping Offer to be provided by HGDI after the consultation meeting unless the homeowner and HGDI agree to an alternative approach:

1. Following the consultation meeting and the delivery of the Landscaping Offer from HGDI to the homeowner, the homeowner shall have 3 weeks to accept or decline the Landscaping Offer. If no written response is provided by the homeowner to HGDI by that deadline then the homeowner is deemed to have accepted the Landscaping Offer (although absent express consent from the homeowner, HGDI is not permitted to trespass on the homeowner's lands).
2. If the homeowner rejects HGDI's Landscaping Offer, the homeowner shall, together with the rejection, provide HGDI with the details of what the homeowner would accept as a Landscaping Offer; otherwise HGDI's obligations are at an end.
3. Where the Landscaping Offer involves lands that are either owned by the Town of Aurora or are proposed to be conveyed to the Town, the following shall apply:
  - (a) No proposed resolution between HGDI and the homeowner will be final unless and until the Town confirms in writing its acceptance of such proposed resolution. After receiving the homeowner's response to the Landscaping Offer or the expiry of the deadline for a response (as the case may be), HGDI shall provide the Town's Director of Planning and HGRPA with a copy of the Landscaping Offer and the homeowner's response (if any). If the Town and HGDI agree on a landscape interface plan resulting from the Landscaping Offer and the homeowner's response, such agreed-upon plan shall be the landscape interface plan that will be considered to be approved for such lands, and any previous landscape plan approved by the Town shall be considered to be revised accordingly, as may be necessary;
  - (b) If the Town is not prepared to agree to a landscape interface plan resulting from the Landscaping Offer and the homeowner's response, the approval of a landscape plan for such lands owned by the Town or proposed to be conveyed to the Town shall remain a matter between the Town and HGDI, subject to any outstanding condition(s) of draft plan approval or, if such lands are already subject to a landscape plan previously approved by the Town, such plan shall remain the approved plan without revision.
4. Where the Landscaping Offer applies to lands that are to remain in private ownership and HGDI and the homeowner are unable to come to an agreement regarding the Landscaping Offer, then HGDI and HGRPA support the following

dispute resolution escalation procedure, but recognizing that any individual homeowner and HGDI may mutually agree to not adhere to the following procedure and may choose to follow an alternate procedure:

- (a) Immediately following the rejection of HGDI's Landscaping Offer by the homeowner, HGDI shall send the homeowner's alternative together with the Landscaping Offer to a panel comprised of one senior representative of HGDI and one member of the Board of Directors of HGRPA (together, the "Panel").
- (b) Within 10 days of the Panel receiving the material noted above, or such other time period as the Panel may mutually agree, the Panel will attempt to reach consensus on an appropriate landscape interface plan. The Panel is not required to choose between the two alternatives, and may identify a further alternative. Once the Panel has either reached consensus on what it determines to be an appropriate landscape interface plan or determines that it will not be able to reach consensus, such determination shall be communicated to the homeowner by HGDI and the HGRPA.
- (c) The determination of the Panel is not binding on the homeowner or HGDI, and either of them can escalate the matter to arbitration as follows, including the requirement that both parties will initially each fund 50% of the costs of the arbitration:
  - (i) The unresolved dispute will be resolved by binding arbitration pursuant to the *Arbitration Act*, 1991, S.O. 1991. C.17;
  - (ii) If the matter is escalated to arbitration, then the arbitrator will be presented with the same two alternatives provided to the Panel above, but the arbitrator's only options are to choose between one or the other alternative;
  - (iii) The successful party (being the homeowner if the arbitrator chooses its option, or HGDI if the arbitrator chooses its option) will have its costs of the arbitration paid for fully by the other. Pending the decision of the arbitrator, both parties will each fund 50% of the costs of the arbitration. Should the homeowner refuse to fund its 50% share of the arbitrator's costs, or refuse to abide by the arbitrator's decision, then HGDI need not install the landscaping or convey any land but may still pursue recovery of its arbitration costs; and
  - (iv) The decision of the arbitrator shall be final.