

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD and 2552741  
ONTARIO INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**MOTION RECORD OF THE RECEIVER  
(Approval and Vesting Order)**

July 26, 2024

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Tel: 416.862.4908

Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

**David Rosenblat** (LSO# 64586K)

Tel: 416.862.5673

Email: [drosenblat@osler.com](mailto:drosenblat@osler.com)

**Blair McRadu** (LSO# 85586M)

Tel: 416.862.4604

Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Fax: 416.862.6666

Lawyers for the Receiver

TO: **SERVICE LIST**

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

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

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SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**SERVICE LIST**

As at July 26, 2024	
<b>BENNETT JONES LLP</b> 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4  <i>Lawyers for the Applicant</i>	<b>Sean Zweig</b> Tel: (416) 777-6254 Email: <a href="mailto:zweigs@bennettjones.com">zweigs@bennettjones.com</a>  <b>Aiden Nelms</b> Tel: (416) 777-4642 Email: <a href="mailto:nelmsa@bennettjones.com">nelmsa@bennettjones.com</a>  <b>Milan Singh-Cheema</b> Tel: (416) 777-5527 Email: <a href="mailto:singhcheemam@bennettjones.com">singhcheemam@bennettjones.com</a>
<b>KSV RESTRUCTURING INC.</b> 220 Bay Street, 13th Floor Toronto, ON M5J 2W4  <i>The Receiver</i>	<b>Noah Goldstein</b> Tel: (416) 932-6207 Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a>  <b>Murtaza Tallat</b> Tel: (416) 932-6031 Email: <a href="mailto:mtallat@ksvadvisory.com">mtallat@ksvadvisory.com</a>

<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 1 First Canadian Place 100 King Street West, Suite 6200 Toronto, ON M5X 1B8</p> <p><i>Lawyers for the Receiver</i></p>	<p><b>Marc Wasserman</b> Tel: (416) 862-4908 Email: <a href="mailto:mwasserman@osler.com">mwasserman@osler.com</a></p> <p><b>David Rosenblat</b> Tel: (416) 862-5673 Email: <a href="mailto:drosenblat@osler.com">drosenblat@osler.com</a></p> <p><b>Blair McRadu</b> Tel: (416) 862-4604 Email: <a href="mailto:bmcradu@osler.com">bmcradu@osler.com</a></p>
<p><b>DEVRY SMITH FRANK LLP</b> 95 Barber Greene Road, Suite 100 Toronto, ON M3C 3E9</p> <p><i>Lawyers for Mapleview Developments Ltd.</i></p>	<p><b>Louis A. Gasbarre</b> Tel: (416) 446-5853 Email: <a href="mailto:louis.gasbarre@devrylaw.ca">louis.gasbarre@devrylaw.ca</a></p>
<p><b>CHAITONS LLP</b> 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p><i>Lawyers for Pace Mapleview Ltd. and 2552741 Ontario Inc.</i></p>	<p><b>Robert A. Miller</b> Tel: (416) 218-1134 Email: <a href="mailto:robert@chaitons.com">robert@chaitons.com</a></p>
<p><b>ATTORNEY GENERAL OF CANADA</b> Department of Justice 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p>	<p><b>Pat Confalone</b> Email: <a href="mailto:Pat.Confalone@justice.gc.ca">Pat.Confalone@justice.gc.ca</a></p>
<p><b>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT)</b> Ministry of Finance – Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8</p>	<p><b>Leslie Crawford</b> Email: <a href="mailto:leslie.crawford@ontario.ca">leslie.crawford@ontario.ca</a></p> <p><b>Copy to:</b> <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>
<p><b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON</p>	<p>Email: <a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a></p>

<p><b>WESTMOUNT GUARANTEE SERVICES INC.</b> 600 Cochrane Drive, Suite 205 Markham, ON L3R 5K3</p>	<p>Email: <a href="mailto:jim@westmountguarantee.com">jim@westmountguarantee.com</a></p>
<p><b>GOWLING WLG</b> 100 King Street West, Suite 1600 Toronto, ON M5X 1G5</p> <p><i>Counsel to Vector Financial Services Limited</i></p>	<p><b>Thomas Gertner</b> Tel: (416) 369-4618 Email: <a href="mailto:thomas.gertner@gowlingwlg.com">thomas.gertner@gowlingwlg.com</a></p> <p><b>Kate Yurkovich</b> Tel: (416) 862-4342 Email: <a href="mailto:kate.yurkovich@gowlingwlg.com">kate.yurkovich@gowlingwlg.com</a></p>
<p><b>CHAITONS LLP</b> 5000 Yonge St. North York, ON M2N 7E9</p> <p><i>Counsel to MashallZehr Group Inc.</i></p>	<p><b>Harvey Chaiton</b> Tel: (416) 218-1129 Email: <a href="mailto:harvey@chaitons.com">harvey@chaitons.com</a></p>
<p><b>THE CORPORATION OF THE CITY OF BARRIE</b> 70 Collier Street Barrie, ON L4M 4T5</p>	<p>Email: <a href="mailto:legal.cityinfo@barrie.ca">legal.cityinfo@barrie.ca</a></p>
<p><b>BIANCHI PRESTA LLP</b> 9100 Jane Street, 3<sup>rd</sup> Floor, Building A Vaughan, ON L4K 0A4</p> <p><i>Lawyers for Foremont Drywall Contracting, a Construction Lien Claimant</i></p>	<p><b>Domenic C.S. Presta</b> Tel: (905) 738-1078 ext. 2223 Email: <a href="mailto:dpresta@bianchipresta.com">dpresta@bianchipresta.com</a></p> <p><b>Nicole Maragna</b> Tel: (905) 738-1078 Ext. 2267 Email: <a href="mailto:nmaragna@bianchipresta.com">nmaragna@bianchipresta.com</a></p>
<p><b>FOGLER, RUBINOFF LLP</b> 77 King Street West, Suite 300 Toronto, ON M5K 1G8</p> <p><i>Lawyers for Home Lumber Inc., Alpa Stairs and Railings Inc. and Newmar Window Manufacturing Inc., each a Construction Lien Claimant</i></p>	<p><b>Kenneth W. Movat</b> Tel: (416) 365-3720 Email: <a href="mailto:kmovat@foglers.com">kmovat@foglers.com</a></p>

<b>TORKIN MANES LLP</b> 151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7  <i>Lawyers for Rivervalley Masonry Group Ltd., a Construction Lien Claimant</i>	<b>Michael Tamblyn</b> Tel: (416) 777-5366 Email: <a href="mailto:mtamblyn@torkin.com">mtamblyn@torkin.com</a>  <b>Stewart Thom</b> Tel: (416) 777-5197 Email: <a href="mailto:sthom@torkin.com">sthom@torkin.com</a>
<b>KOSKIE MINSKY LLP</b> <b>20 Queen Street West, Suite 900</b> <b>Toronto, ON M5H 3R3</b>  <i>Lawyers for North Gate Farms Limited and Con-Drain Company (1983) Limited, each a Construction Lien Claimant</i>	<b>Jeffrey J. Long</b> Tel: (416) 595-2125 Email: <a href="mailto:jlong@kmlaw.ca">jlong@kmlaw.ca</a>
<b>THORNTON GROUT FINNIGAN LLP</b> Toronto Dominion Center 100 Wellington St. W., Suite 3200 Toronto, ON M5K 1K7  <i>Lawyers for Dunsire Homes Inc.</i>	<b>Robert Thornton</b> Tel: (416) 304-0560 Email: <a href="mailto:RThornton@tgf.ca">RThornton@tgf.ca</a>  <b>Alexander Soutter</b> Tel: (416) 304-0595 Email: <a href="mailto:ASoutter@tgf.ca">ASoutter@tgf.ca</a>
<b>SANGHA CONSTRUCTION LAW PROFESSIONAL CORPORATION</b> 2 Robert Speck Parkway, Unit 750 Mississauga ON L4Z 1H8  <i>Lawyers for 1588555 Ontario Inc. o/a Neb's Caulking</i>	<b>Jaspal Sangha</b> Tel: (647) 578-9725 Email: <a href="mailto:jaspal@sanghaconstructionlaw.com">jaspal@sanghaconstructionlaw.com</a>
<b>PATRICK MARTIN LAW OFFICE</b>  <i>Lawyers for Dino Sciavilla and Yvonne Sciavilla</i>	<b>Patrick Martin</b> Tel: (416) 847-3352 Email: <a href="mailto:Patrick@martinlawoffice.ca">Patrick@martinlawoffice.ca</a>
<b>FASKEN MARTINEAU DUMOULIN LLP</b> Bay Adelaide Centre, 333 Bay St. #2400, Toronto, ON M5H 2T6  <i>Lawyers for Aviva Insurance Company of Canada</i>	<b>Mitch Stephenson</b> Tel: (416) 868-3502 Email: <a href="mailto:mstephenson@fasken.com">mstephenson@fasken.com</a>  <b>Montana Licari</b> Tel: (416) 868-3450 Email: <a href="mailto:mlicari@fasken.com">mlicari@fasken.com</a>

<p><b>PALLET VALO LLP</b>  77 City Centre Drive, West Tower  Suite 300  Mississauga, ON L5B 1M5</p> <p><i>Lawyers for Jackson Roofing GTA Inc.  operating as Jackson Roofing</i></p>	<p><b>Maria Ruberto</b>  Tel : (289) 805-3441  Email : <a href="mailto:mruberto@pallettvalo.com">mruberto@pallettvalo.com</a></p> <p><b>Matthew J. Greco</b>  Tel : (289) 294-1076  Email : <a href="mailto:mgreco@pallettvalo.com">mgreco@pallettvalo.com</a></p>
<p><b>DENTONS CANADA LLP</b>  77 King Street West, Suite 400  Toronto Dominion Centre  Toronto, ON M5K 0A1</p> <p><i>Lawyers for The Fuller Landau Group Inc.  in its capacity as court-appointed receiver  and manager of Quality Rugs of Canada  Limited, et al</i></p>	<p><b>Kenneth Kraft</b>  Tel: (416) 863-4374  Fax: (416) 863-4592  Email : <a href="mailto:kenneth.kraft@dentons.com">kenneth.kraft@dentons.com</a></p> <p><b>Sara-Ann Wilson</b>  Tel: (416) 863-4402  Email : <a href="mailto:sara.wilson@dentons.com">sara.wilson@dentons.com</a></p>
<p><b>WILSON VUKELICH LLP</b>  60 Columbia Way, 7<sup>th</sup> Floor  Markham, ON L3R 0C9</p> <p><i>Lawyers for Accurate Glass Products Inc.</i></p>	<p><b>Cara Shames</b>  Tel : (905) 940-2719  Email : <a href="mailto:cshames@wvllp.ca">cshames@wvllp.ca</a></p>
<p><b>BARRY S. GREENBERG</b>  Barrister and Solicitor  7626A Yonge Street  Thornhill, ON L4J 1V9</p> <p><i>Lawyers for Weston Floor Limited and  Cardinal Floor Coverings Inc.</i></p>	<p><b>Barry S. Greenberg</b>  Tel : (905) 886-9535 Ext. 27  Fax : (905) 886-9540  Email : <a href="mailto:barry@greenberglaw.ca">barry@greenberglaw.ca</a></p>
<p><b>PICCIN BOTTOS PROFESSIONAL CORPORATION</b>  4370 Steeles Ave. West, Suite 201  Woodbridge, ON L4L 4Y4</p> <p><i>Lawyers for Penegal Trim &amp; Supply Ltd.</i></p>	<p><b>Jonathan Piccin</b>  Tel : (905) 850-0155 ext. 240  Fax : (905) 850-0498  Email : <a href="mailto:jp Piccin@piccinbottos.com">jp Piccin@piccinbottos.com</a></p>
<p><b>GIONET FAIRLEY WOOD LLP</b>  152 Bayfield Street, Suite 100  Barrie, ON L4M 3B5</p> <p><i>Lawyers for Sunbelt Rentals of Canada Inc.,  Barrie Trim &amp; Mouldings Inc., and Mykon  Electric North Ltd.</i></p>	<p><b>Andrew Wood</b>  Tel : (705) 468-1088  Fax : (705) 468-1089  Email : <a href="mailto:awood@gfwlaw.ca">awood@gfwlaw.ca</a></p>
<p><b>SAAD QURESHI</b></p>	<p>Email : <a href="mailto:saad.queshi@cp-360.com">saad.queshi@cp-360.com</a></p>

<b>THE LAW OFFICE OF PATRICK MARTIN</b> 207-1370 Don Mills Road Toronto, ON M3B 3N7  <i>Lawyer for Dino Sciavilla and Yvonne Sciavilla</i>	<b>Patrick Martin</b> Tel : (416) 847-3352 Email : <a href="mailto:patrick@martinlawoffice.ca">patrick@martinlawoffice.ca</a>
<b>JENNIFER LABRECQUE PROFESSIONAL CORPORATION</b> 1370 Hurontaio Street Mississauga, ON L5G 3H4  <i>Lawyer for Suresh Pallapothu Joshiram</i>	<b>Jennifer Labrecque</b> Tel : (905) 990-0081 Email : <a href="mailto:dz@legallab.ca">dz@legallab.ca</a>
<b>MILLER THOMSON LLP</b> One London Place 255 Queens Avenue, Suite 2010 London, ON Canada N6A 5R8  <i>Lawyers for the Bank of Montreal</i>	<b>Tony Van Klink</b> Tel: (519) 931-3509 Email: <a href="mailto:tvanklink@millerthomson.com">tvanklink@millerthomson.com</a>
<b>NIROOMAND LAW PROFESSIONAL CORP.</b> 100 York Boulevard, Suite #202 Richmond Hill, ON L4B 1J8  <i>Lawyers for Bisoukis Enterprises Ltd., operating as Kardia Painting</i>	<b>Hossein Niroomand</b> Tel: (416) 850-0094 Email: <a href="mailto:hossein@niroomandlaw.com">hossein@niroomandlaw.com</a>
<b>Drudi Alexiou Kuchar LLP</b> 4950 Yonge Street, Suite 508 Toronto, Ontario, M2N 6K1  <i>Lawyers for Greenwall Concrete Forming Ltd., a Construction Lien Claimant</i>	<b>Marco Drudi</b> Tel: (905) 850-6116 ext. 225 Email: <a href="mailto:mdrudi@dakllp.com">mdrudi@dakllp.com</a>
<b>Gardiner Roberts LLP</b> Bay Adelaide Centre – East Tower 22 Adelaide Street West, Suite 3600 Toronto, ON M5H 4E3  <i>Lawyers for Cortina Kitchens Inc., a Construction Lien Claimant</i>	<b>Richard Hoffman</b> Tel: (416) 865-6623 Email: <a href="mailto:rhoffman@grllp.com">rhoffman@grllp.com</a>



<b>Scalisi Barristers</b> 8800 Dufferin Street, Suite 103 Concord, ON L4K 0C5, Canada  <i>Lawyers for Schaeffer Dzaldov Purcell Ltd., a Construction Lien Claimant</i>	<b>Vito S. Scalisi</b> Tel: (905) 760-5588 ext. 226 Email: <a href="mailto:vito@scalisilaw.ca">vito@scalisilaw.ca</a>
<b>669857 Ontario Limited</b> 2365 Energy Dr. Unit# 4 Bowmanville, ON L1C 6Z9  <i>Alma Mechanical (669857 Ontario Limited), a Construction Lien Claimant</i>	<b>Dave Decker</b> Email: <a href="mailto:Dave@almamechanical.com">Dave@almamechanical.com</a>  <b>Jacqueline Van Londen</b> Tel: (905) 697-5775 Ext. 253 Email: <a href="mailto:Jacqueline@almamechanical.com">Jacqueline@almamechanical.com</a>
<b>Speigel Nichols Fox</b> 1 Robert Speck Parkway, Suite 200 Mississauga, Ontario L4Z 3M3  <i>Lawyers for Capelas Homes Ltd., a Construction Lien Claimant</i>	<b>Ian K. Latimer</b> Tel: (905) 366-9700 x 224 Email: <a href="mailto:ian@ontlaw.com">ian@ontlaw.com</a>
<b>Smart Solutions Law Professional Corporation</b> 669 St Clair Ave West Toronto, ON M6C 1A7  <i>Lawyers for 1833785 Ontario Inc. (Breda Bay Point Plumbing), a Construction Lien Claimant</i>	<b>Simon Morris</b> Tel: (416) 366-2280 Email: <a href="mailto:smorris@smartsolutionslaw.ca">smorris@smartsolutionslaw.ca</a>

## EMAIL ADDRESS LIST

zweigs@bennettjones.com; nelmsa@bennettjones.com; singhcheemam@bennettjones.com;  
ngoldstein@ksvadvisory.com; mtallat@ksvadvisory.com; mwasserman@osler.com;  
drosenblat@osler.com; bmcra du@osler.com; louis.gasbarre@devrylaw.ca; robert@chaitons.com;  
AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; leslie.crawford@ontario.ca;  
insolvency.unit@ontario.ca; Pat.Confalone@justice.gc.ca; thomas.gertner@gowlingwlg.com;  
kate.yurkovich@gowlingwlg.com; legal.cityinfo@barrie.ca; dpresta@bianchipresta.com;  
awood@gfwwlaw.ca; kmovat@foglers.com; mtamblyn@torkin.com; agorys@cassels.com;  
jlong@kmlaw.ca; RThornton@tgf.ca; ASoutter@tgf.ca; jaspal@sanghaconstructionlaw.com;  
harvey@chaitons.com; jim@westmountguarantee.com; nmaragna@bianchipresta.com;  
sthom@torkin.com; clitinsky@cassels.com; Patrick@martinlawoffice.ca;  
mstephenson@fasken.com; mlicari@fasken.com; mruberto@pallettvalo.com;  
mgreco@pallettvalo.com; kenneth.kraft@dentons.com; sara.wilson@dentons.com;  
cshamess@wvllp.ca; barry@greenbergllaw.ca; jpiccin@piccinbottos.com; awood@dlaw.ca;  
saad.queshi@cp-360.com; patrick@martinlawoffice.ca; dz@legallab.ca;  
tvanklink@millerthomson.com; mdrudi@dakllp.com; rhoffman@grllp.com; vito@scalisilaw.ca;  
Dave@almamechanical.com; Jacqueline@almamechanical.com; ian@ontlaw.com;  
smorris@smartsolutionslaw.ca

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# TAB 1

Court File No. CV-24-00716511-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**NOTICE OF MOTION  
(Approval and Vesting Order and Distribution Order)**

KSV Restructuring Inc. (“**KSV**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the real property described in Schedule “A” to the Receivership Order (defined below) (the “**Real Property**”), and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (defined below), of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Maplevue and Pace, the “**Debtors**”), located at, related to, used in connection with or arising from or out of the Real Property (collectively, the “**Property**”), will make a Motion to a Judge presiding over the Commercial List on Friday, August 2, 2024 at 11:00 a.m., or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard

[ ] In writing under subrule 37.12.1(1);

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☐ In writing as an opposed motion under subrule 37.12.1(4);

☐ In person;

☐ By telephone conference;

☒ By video conference

at the following location:

<https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0lYSWtCL2ZBZz09>

#### THE MOTION IS FOR

1. An Approval and Vesting Order (the “**AVO**”), substantially in the form of the draft order included in the Motion Record, among other things:

- (a) abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on August 2, 2024, and dispensing with further service thereof;
- (b) approving the proposed transaction (the “**Transaction**”) between the Receiver and the Purchaser (defined below) for the sale of substantially all of the Property;
- (c) following the Receiver’s delivery of the Receiver’s certificate substantially in the form attached as Schedule “A” to the proposed AVO (the “**Receiver’s Certificate**”), transferring and vesting all of the Receiver’s and the Debtors’ right, title and interest in and to the Purchased Assets (as defined in the APS, defined

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below) in the Purchaser, free and clear of all liens, charges, security interests and encumbrances, other than certain permitted encumbrances;

- (d) authorizing the Receiver to terminate and disclaim any agreements of purchase and sale for the purchase of any or all of the Real Property by a builder, homeowner and/or any other Person (the “**Buyer Agreements**”);
- (e) authorizing the Receiver to establish the Portland Reserve and the Holdback Reserve (each as defined below), establishing a process for the determination of the Holdback Reserve, and authorizing the Receiver to release funds from the Holdback Reserve in respect of Holdback Claims (defined below) if: (i) the Receiver determines any such amounts are Priority Payables, with the consent of the Purchaser and the applicable claimant; or (ii) further order of the Court; and

2. An Ancillary Matters and Distribution Order (the “**Distribution Order**”), substantially in the form of the draft order included in the Motion Record, among other things:

- (a) authorizing and directing the Receiver to make a distribution to KingSett (defined below) to repay all secured debt owing to KingSett;
- (b) approving the fees and disbursements of the Receiver and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), as detailed in the Fee Affidavits attached to the Second Report; and
- (c) approving the Receiver’s First Report and the Second Report, and in each case the Receiver’s conduct and activities described herein; and

3. Such further and other Relief as to this Honourable Court may seem just.

## THE GROUNDS FOR THE MOTION<sup>1</sup>

### *Background and the Proceedings*

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on March 21, 2024 (the “**Receivership Order**”), KSV was appointed as the Receiver of the Property;
2. Maplevue’s principal asset is the Real Property, municipally known as 700-780 Maplevue Drive East, Barrie, Ontario, on which it was developing a residential real estate townhome project (the “**Project**”) known as “**Urban North Townhomes**”;
3. Maplevue is a single purpose entity that owns the Real Property on which the Project is being developed. Maplevue holds such Real Property for the mutual benefit of Pace and 255 Ontario;
4. Pace is an entity that is an affiliate of the Pace Developments group of companies (collectively, the “**Pace Group**”). The Pace Group is a residential real estate developer with its head office in Richmond Hill, Ontario. The Receiver understands that the development of the Project was being led by the Pace Group;
5. Urban North Townhomes is a residential townhome project consisting of approximately 1,057 units across six phases, that is being developed on 50 developable acres of land in Barrie,

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<sup>1</sup> All capitalized terms not otherwise defined have the meanings given to them in the Second Report of KSV Restructuring Inc. as Receiver dated July 26, 2024 (the “**Second Report**”).



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Ontario. Construction at the Project has been halted due to the commencement of the receivership proceedings;

6. The Receiver understands that there are approximately 576 pre-sale homebuyers for the remaining units at Phase I and II and Phases III and IV. There are no pre-sales for Phases V and VI;

7. KingSett Mortgage Corporation (“**KingSett**”) is the principal secured creditor of the Debtors pursuant to various mortgages registered on title to the Real Property. Aside from the property subject to the Transferred Vector Charge,<sup>2</sup> KingSett holds the first-priority charge on the Real Property. As at July 26, 2024, KingSett was owed approximately \$50.3 million (interest and costs continue to accrue) (the “**KingSett Indebtedness**”);

8. Aggregated Investments Inc. (“**AI**”), through MarshallZehr Group Inc. (“**MarshallZehr**”) as the bare trustee of its rights under the charges, is the sole beneficial owner of the second-ranking mortgage charge (behind KingSett) registered on title to certain of the Real Property (the “**AI Mortgage**”). MarshallZehr also holds two other charges. As at the date of the Receivership Order, MarshallZehr was owed approximately \$99 million in respect of its second, third and fourth-ranking mortgages (interest and costs continue to accrue in respect of each mortgage);

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<sup>2</sup> Prior to the date of the Receivership Order, Vector Financial Services Limited had a first-priority charge on PIN 58091-4802, which is included in the Real Property, in the principal amount of \$3,285,000 (the “**Transferred Vector Charge**”). Westmount Guarantee Insurance Company has also made available to Maplevue certain surety facilities in respect of the deposit monies received from the pre-sale purchasers of the non-freehold townhomes being developed on the Real Property (the “**Deposit Monies**”), which are excluded from the definition of “Property” over which the Receiver has been appointed.

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9. As at the date of the Receivership Order, the Debtors' other pre-filing obligations total approximately \$91.7 million;

10. On May 30, 2024, the Court approved, pursuant to an Order (the "**Sale Process Order**"), a sale process for the Property (the "**Sale Process**") and a Stalking Horse Agreement of Purchase and Sale dated May 9, 2024 (the "**APS**") between the Receiver and Dunsire Homes Inc. (the "**Purchaser**"), to be used as a "stalking horse bid" in the Sale Process;

11. The Receiver carried out the Sale Process for the Property in accordance with the Sale Process Order. A summary of the Sale Process and the results of the Sale Process is included in the Second Report;

12. As no Qualified LOI was received in the Sale Process, the APS was deemed to be the successful bid pursuant to the Sale Process. The Second Report includes a summary description of the APS;

13. The APS includes a condition that the AVO include the following term: "THIS COURT ORDERS that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim all of the agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person and, following the delivery of the Receiver's Certificate in accordance with this Order, such agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser," which term is included in the proposed AVO;

14. The APS also provides for a Purchase Price equal to the sum of, among other things, Priority Payables. "**Priority Payables**" is defined in the APS as "... any payables that have

- 7 -

priority over the Assumed Mortgages, excluding any HST owing by the Debtors, but including amounts that have priority pursuant to s.78 of the *Construction Act*, RSO 1990, c C30, as determined by the Receiver in consultation with the Purchaser, both acting reasonably, or as determined by the Court, after application of any amount of cash on hand of the Debtors, excluding the Deposit, immediately prior to Closing”. The Receiver and Osler conducted an extensive review of the Statutory Holdback amount, and the Priority Payables that may be owed to construction lien holders (collectively, the “**Construction Lien Claimants**”), given the shortfall in the Statutory Holdback (such claims being “**Holdback Claims**”). The Receiver has created a table of what it has calculated with Osler to be the maximum potential Priority Payable to each Construction Lien Claimant, along with the basis for calculating same, which amounts are collectively referred to as the “**Holdback Reserve**”.

15. Portland Private Income Fund and Portland Investment Counsel Inc. (collectively, “**Portland**”) has advised the Receiver that it is the sole investor in, and has a 100% interest in, the third-ranking mortgage on the Real Property (the “**Portland Mortgage**”), which Portland believes should rank ahead of the second-ranking mortgage, the AI Mortgage. Portland advised the Receiver that, as of July 9, 2024, \$2,212,498.35 was owing and secured by the Portland Mortgage (all of which Portland claims should rank ahead of the AI Mortgage);

16. The Receiver understands that the Purchaser disputes Portland’s position with respect to the ranking of the Portland Mortgage. The Purchaser has confirmed to the Receiver that it will include \$2,300,000 (the “**Portland Reserve**”), in the Priority Payables Reserve pending the resolution of this dispute;

*Approval and Vesting Order*

17. The Receiver recommends the Court issue the proposed AVO for the following reasons:

- (a) the process undertaken by the Receiver to market the Property was commercially reasonable and conducted in accordance with the terms of the Sale Process Order;
- (b) the market was widely canvassed by the Receiver. In the Receiver's view, it is unlikely that exposing the Property to the market for additional time will result in a superior transaction;
- (c) the Receiver is of the view that the Transaction provides for the highest recovery available for the benefit of the Debtors' stakeholders in the circumstances;
- (d) KingSett, the Debtors' senior secured lender, is supportive of the Transaction; and
- (e) as at the date of the Second Report, the Receiver is not aware of any objections to the relief being sought pursuant to the proposed AVO;

18. The Receiver also recommends that the Court approve the Receiver's authority to terminate and disclaim the Buyer Agreements as the APS represents the best and only Qualified Bid received for the Property, and its terms and conditions require this approval;

19. The Receiver also recommends that the Court approve the establishment of the reserves contemplated by the proposed AVO, along with process for determining and administering same as contemplated therein.

***Distribution Order***

20. If the proposed Transaction is approved, the Receiver is seeking authorization and direction to distribute proceeds therefrom to repay: (i) the amounts owing under the Receiver's Borrowings Charge (as defined in the Receivership Order),; and (ii) the KingSett Indebtedness;

21. KingSett is the principal secured creditor of the Debtors. The Purchase Price under the Transaction specifically provides for a cash portion of the Purchase Price in the amount of the KingSett Indebtedness;

22. The KingSett Indebtedness constitutes valid and enforceable security interests and charges, as applicable;

23. With respect to the approval of the Receiver's fees and activities, and the fees of its counsel, the Receiver's activities relating to the Debtors since its appointment are set out in the Second Report;

24. The fees of the Receiver from the commencement of these receivership proceedings to July 22, 2024 total \$297,447.25, excluding disbursements and HST. Osler's fees from the commencement of these receivership proceedings to July 26, 2024 total \$648,938.50, excluding disbursements and HST;

25. The average hourly rate for the referenced billing period was (i) \$535.17 for the Receiver; and (ii) \$742.24 for Osler;

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26. The Receiver is of the view that Osler's hourly rates for each of the mandates are consistent with the rates charged by other law firms practicing in the area of insolvency in the Toronto market, and that its fees are reasonable and appropriate in the circumstances;

***Other Grounds***

27. The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended and the inherent and equitable jurisdiction of this Court;

28. Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

29. Such further and other grounds as counsel may advise and this Honourable Court may deem just;

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

1. The Second Report of KSV in its capacity as Receiver dated July 26, 2024; and
2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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July 26, 2024

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Tel: 416.862.4908

Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)**David Rosenblat** (LSO# 64586K)

Tel: 416.862.5673

Email: [drosenblat@osler.com](mailto:drosenblat@osler.com)**Blair McRadu** (LSO# 85586M)

Tel: 416.862.4604

Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Fax: 416.862.6666

Lawyers for the Receiver

TO: **SERVICE LIST**

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**KINGSETT MORTGAGE CORPORATION**

**and MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.**

Applicant

Respondents

Court File No.: CV-24-00716511-00CL

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Tel: 416.862.4908

Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

**David Rosenblat** (LSO# 64586K)

Tel: 416.862.5673

Email: [drosenblat@osler.com](mailto:drosenblat@osler.com)

**Blair McRadu** (LSO# 85586M)

Tel: 416.862.4604

Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Lawyers for the Receiver



# TAB 2

Court File No. CV-24-00716511-00CL

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

THE HONOURABLE	)	FRIDAY, THE 2ND
	)	
JUSTICE STEELE	)	DAY OF AUGUST, 2024

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
 ONTARIO INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE  
 BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND  
 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS  
 AMENDED**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") without security, of the real property legally described in Schedule "A" (the "**Lands**") hereto and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**"), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and

operation of the Lands, including all proceeds thereto, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Dunsire Homes Inc. (the "**Purchaser**") dated May 9, 2024 and vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated July 26, 2024 and the Appendices thereto, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn July ●, 2024, filed,

1. **THIS COURT ORDERS** that unless otherwise indicated herein, capitalized words and terms have the meanings given to them in the Sale Agreement or the Second Report, as applicable.
2. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Purchased Assets, including, without limitation, all of the Debtor's right, title and interest in and to the Lands, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Osborne made on March 21, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) all rights any person

had, has, or may in the future have in connection with or arising from any agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person (“**Buyer Agreements**”) entered into by a Debtor, and (iv) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets shall be expunged and discharged as against the Purchased Assets upon the delivery of the Receiver’s Certificate.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Lands identified in Schedule “A” hereto in fee simple, and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Schedule “C” hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim the Buyer Agreements and, following the delivery of the Receiver’s Certificate in accordance with this Order, such Buyer Agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser.

#### **PORTLAND RESERVE**

7. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Portland Reserve**”), from the cash proceeds of the Transaction, which shall be separate from the cash portions of the Purchase Price contemplated by Sections

2.3(1)(a), (b) and (d) of the Sale Agreement, in the amount of \$2.3 million, which amount shall be returned to the Purchaser on September 15, 2024, or such later date as may be ordered by this Court or agreed upon by the Purchaser and Portland, unless beforehand this Court orders that the amounts secured by the Portland Charge are Priority Payables and that the Portland Reserve must be paid to Portland.

### **HOLDBACK RESERVE**

8. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Holdback Reserve**”), from the cash proceeds of the Transaction, which shall be separate from the cash portions of the Purchase Price contemplated by Sections 2.3(1)(a), (b) and (d) of the Sale Agreement, the Holdback Reserve Amount (as defined below).

9. **THIS COURT ORDERS** that any Person with a Holdback Claim shall provide the Receiver with such supporting evidence as the Receiver, in consultation with the Purchaser, may have requested or requests as of the date hereof, by no later than August 9, 2024.

10. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay from time to time from the Holdback Reserve any amounts in respect of Holdback Claims (in aggregate up to the amount of the Holdback Reserve) that:

- (a) the Receiver determines is a Priority Payable, with the consent of the Purchaser and the holder of the applicable Holdback Claim; or
- (b) is ordered by this Court.

11. **THIS COURT ORDERS** that the “**Holdback Reserve Amount**” shall be an amount equal to:

- (a) \$3,864,159.51; plus
- (b) In the event that any Person claims to hold a Holdback Claim that is not reflected in the Holdback Reserve Amount Appendix of the Second Report or is in excess of the amount therein allocated to such Person (such claim or excess referred to herein as the “**Additional Asserted Priority Payable**”), to the extent that the Additional Asserted Priority Payable is determined to be a Priority Payable pursuant to paragraph 13 of this Order or the Receiver and the Purchaser accept that such Additional Asserted Priority Payable is a Priority Payable.

12. **THIS COURT ORDERS** that any Person claiming an Additional Asserted Priority Payable shall provide supporting evidence with respect to same by no later than August 9, 2024, failing which such Person shall be barred from claiming an Additional Asserted Priority Payable.

13. **THIS COURT ORDERS** that, in the event that any Person provides the evidence contemplated by paragraph 12 of this Order by August 9, 2024, the procedure for the resolution of such Person's Additional Asserted Priority Payable claim shall be conducted in accordance with the timetable set forth in Schedule "E" hereto, unless the Receiver, the Purchaser and such Person agree that such Additional Asserted Priority Payable or a portion thereof is a Priority Payable.

14. **THIS COURT ORDERS** that, in the event that an Additional Asserted Priority Payable is determined to be a Priority Payable pursuant to paragraph 13 of this Order after Closing, the amount of such Priority Payable shall be paid by the Purchaser to the Receiver for distribution to the applicable holder of the Priority Payable.

15. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

16. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

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Justice Steele





### Schedule "A" – Lands

#### **59497-0001 (LT)**

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1974651; CITY OF BARRIE

#### **58091-5319 (LT)**

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

#### **58091-5140 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

#### **58091-5139 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5138 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5137 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5135 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5134 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

**58091-5115 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5109 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

**58091-5098 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5083 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5072 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5071 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5070 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5068 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE



**58091-5067 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5065 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5048 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5047 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5046 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5045 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5044 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5043 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5042 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5041 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-4598 (LT)**

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

**58091-3902 (LT)**

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS

IN SC1954522; SUBJECT TO AN EASEMENT OVER PARS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3901 (LT)**

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3900 (LT)**

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS IN SC1750701; CITY OF BARRIE

**58091-3899 (LT)**

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3898 (LT)**

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3897 (LT)**

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN 51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

**58091-3895 (LT)**

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3894 (LT)**

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3893 (LT)**

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3891 (LT)**

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3890 (LT)**

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3889 (LT)**

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3888 (LT)**

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3886 (LT)**

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

**58091-4802 (LT)**

PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43825; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 51R43845 IN FAVOUR OF BLOCK 8, PLAN 51M1193 AS IN SC1954516; SUBJECT TO AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 IN FAVOUR OF BLOCK 6, 8, 16, 17 AND 23 ON PLAN 51M1193 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER BLOCK 6, PLAN 51M1193, PART 121 ON PLAN 51R43634 AS IN SC1957473; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 51R-43822 AS IN SC1957474; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8, DESIGNATED AS PARTS 2, 3, 4, 5, 6, 7, 8 AND 9, ON PLAN 51R-43822 AS IN SC1957475; TOGETHER WITH AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; CITY OF BARRIE

**Schedule “B” – Form of Receiver’s Certificate**

Court File No. CV-24-00716511-00CL

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

**B E T W E E N:**

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and –

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
ONTARIO INC.**

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on March 21, 2024, KSV Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of the Lands and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**"), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto.



- B. Pursuant to an Order of the Court dated August 2, 2024, the Court approved the agreement of purchase and sale made as of May 9, 2024 (the "**Sale Agreement**") between the Receiver and Dunsire Homes Inc. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets (as defined in the Sale Agreement) upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KSV RESTRUCTURING INC., in its  
capacity as Receiver, and not in its personal  
or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

**Schedule “C” – Instruments to be Deleted from Title**

1. Instrument No. SC1371405 being a Charge registered on December 14, 2016,
2. Instrument No. SC1371406 being a Notice Of Assignment Of Rents – General registered on December 14, 2016.
3. Instrument No. SC1371448 being an Application To Annex Restrictive Covenants registered on December 15, 2016.
4. Instrument No. SC1629461 being a Charge registered on October 4, 2019.
5. Instrument No. SC1629462 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
6. Instrument No. SC1630186 being a Postponement of Interest registered on October 8, 2019.
7. Instrument No. SC1630187 being a Postponement of Interest registered on October 8, 2019.
8. Instrument No. SC1697535 being a Postponement of Interest registered on July 30, 2020.
9. Instrument No. SC1697536 being a Postponement of Interest registered on July 30, 2020.
10. Instrument No. SC1697537 being a Postponement of Interest registered on July 30, 2020.
11. Instrument No. SC1712098 being a Postponement of Interest registered on September 21, 2020.
12. Instrument No. SC1712100 being a Postponement of Interest registered on September 21, 2020.
13. Instrument No. SC1750693 being a Postponement of Interest registered on February 1, 2021.
14. Instrument No. SC1750695 being a Postponement of Interest registered on February 1, 2021.
15. Instrument No. SC1750699 being a Postponement of Interest registered on February 1, 2021.
16. Instrument No. SC1812774 being a Postponement of Interest registered on August 9, 2021.
17. Instrument No. SC1812776 being a Postponement of Interest registered on August 9, 2021.
18. Instrument No. SC1812777 being a Postponement of Interest registered on August 9, 2021.
19. Instrument No. SC1812778 being a Postponement of Interest registered on August 9, 2021.

20. Instrument No. SC1914095 being a Postponement of Interest registered on July 14, 2022.
21. Instrument No. SC1914096 being a Postponement of Interest registered on July 14, 2022.
22. Instrument No. SC1914097 being a Postponement of Interest registered on July 14, 2022.
23. Instrument No. SC1914098 being a Postponement of Interest registered on July 14, 2022.
24. Instrument No. SC1950702 being a Charge registered on December 8, 2022.
25. Instrument No. SC1950703 being a Notice Of Assignment Of Rents – General registered on December 8, 2022.
26. Instrument No. SC1950751 being a Postponement of Interest registered on December 9, 2022.
27. Instrument No. SC1950752 being a Postponement of Interest registered on December 9, 2022.
28. Instrument No. SC1950753 being a Postponement of Interest registered on December 9, 2022.
29. Instrument No. SC2046338 being an Application To Register Court Order registered on March 27, 2024.
30. Instrument No. SC2033365 being a Construction Lien registered on January 16, 2024.
31. Instrument No. SC2035151 being a Construction Lien registered on January 25, 2024.
32. Instrument No. SC2035152 being a Construction Lien registered on January 25, 2024.
33. Instrument No. SC2035175 being a Construction Lien registered on January 26, 2024.
34. Instrument No. SC2035627 being a Construction Lien registered on January 29, 2024.
35. Instrument No. SC2037627 being a Construction Lien registered on February 7, 2024.
36. Instrument No. SC2038691 being a Construction Lien registered on February 14, 2024.
37. Instrument No. SC2040070 being a Construction Lien registered on February 22, 2024.
38. Instrument No. SC2043424 being a Certificate of Action registered on March 13, 2024.
39. Instrument No. SC2043534 being a Certificate of Action registered on March 14, 2024.
40. Instrument No. SC2044557 being a Construction Lien registered on March 19, 2024.
41. Instrument No. SC2044696 being a Certificate of Action registered on March 20, 2024.
42. Instrument No. SC2045301 being a Construction Lien registered on March 22, 2024.

43. Instrument No. SC2045656 being a Construction Lien registered on March 25, 2024.
44. Instrument No. SC2047466 being a Construction Lien registered on April 3, 2024.
45. Instrument No. SC2048080 being a Construction Lien registered on April 5, 2024.
46. Instrument No. SC2049621 being a Certificate of Action registered on April 15, 2024.
47. Instrument No. SC2050439 being a Construction Lien registered on April 18, 2024.
48. Instrument No. SC2051181 being a Certificate of Action registered on April 23, 2024.
49. Instrument No. SC2051496 being a Certificate of Action registered on April 24, 2024.
50. Instrument No. SC2053634 being a Certificate of Action registered on May 2, 2024.
51. Instrument No. SC2053635 being a Certificate of Action registered on May 2, 2024.
52. Instrument No. SC2055060 being a Certificate of Action registered on May 10, 2024.
53. Instrument No. SC2055197 being a Certificate of Action registered on May 13, 2024.
54. Instrument No. SC2055523 being a Certificate of Action registered on May 14, 2024.
55. Instrument No. SC2056084 being a Certificate of Action registered on May 16, 2024.
56. Instrument No. SC2056484 being a Construction Lien registered on May 17, 2024.
57. Instrument No. SC2056579 being a Certificate of Action registered on May 17, 2024.
58. Instrument No. SC2057952 being a Certificate of Action registered on May 27, 2024.
59. Instrument No. SC2033632 being a Construction Lien registered on January 17, 2024.
60. Instrument No. SC2040126 being a Certificate of Action registered on February 22, 2024.
61. Instrument No. SC1750712 being a Postponement of Interest registered on February 1, 2021.
62. Instrument No. SC1750714 being a Postponement of Interest registered on February 1, 2021.
63. Instrument No. SC1750715 being a Postponement of Interest registered on February 1, 2021.
64. Instrument No. SC1750716 being a Postponement of Interest registered on February 1, 2021.
65. Instrument No. SC1750718 being a Postponement of Interest registered on February 1, 2021.

66. Instrument No. SC1750702 being a Transfer of Easement registered on February 1, 2021.
67. Instrument No. SC1750719 being a Postponement of Interest registered on February 1, 2021.
68. Instrument No. SC1750721 being a Postponement of Interest registered on February 1, 2021.
69. Instrument No. SC1750722 being a Postponement of Interest registered on February 1, 2021.
70. Instrument No. SC1750723 being a Postponement of Interest registered on February 1, 2021.
71. Instrument No. SC1750725 being a Postponement of Interest registered on February 1, 2021.
72. Instrument No. SC1892098 being a Postponement of Interest registered on May 2, 2022.
73. Instrument No. SC1892100 being a Postponement of Interest registered on May 2, 2022.
74. Instrument No. SC1892101 being a Postponement of Interest registered on May 2, 2022.
75. Instrument No. SC1892102 being a Postponement of Interest registered on May 2, 2022.
76. Instrument No. SC2027194 being a Construction Lien registered on December 8, 2023.
77. Instrument No. SC2039582 being a Certificate of Action registered on February 20, 2024.
78. Instrument No. SC2044916 being a Postponement of Interest registered on March 21, 2024.
79. Instrument No. SC1927187 being a Charge registered on September 1, 2022.
80. Instrument No. SC1927188 being a Postponement of Interest registered on September 1, 2022.
81. Instrument No. SC1927190 being a Postponement of Interest registered on September 1, 2022.
82. Instrument No. SC1950754 being a Postponement of Interest registered on December 9, 2022.
83. Instrument No. SC2027192 being a Construction Lien registered on December 8, 2023.
84. Instrument No. SC2039588 being a Certificate of Action registered on February 20, 2024.
85. Instrument No. SC2049020 being a Construction Lien registered on April 11, 2024.
86. Instrument No. SC1672099 being a Notice registered on April 1, 2020.

- 87. Instrument No. SC1950755 being a Postponement of Interest registered on December 9, 2022.
- 88. Instrument No. SC2033630 being a Construction Lien registered on January 17, 2024.
- 89. Instrument No. SC2040129 being a Certificate of Action registered on February 22, 2024.
- 90. Instrument No. SC2040624 being a Charge registered on February 27, 2024.
- 91. Instrument No. SC2051969 being a Construction Lien registered on April 26, 2024.

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Lands**

**(unaffected by the Vesting Order)**

1. The exceptions and qualifications set out in the Section 44(1) of the Land Titles Act (Ontario)  
  
and/or on the parcel register for the Lands;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the  
  
Crown;
3. The easements, servitudes, rights-of-way, licences, restrictions listed in paragraph 9, below,  
  
registered against the Lands as of the date of this agreement and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric  
  
light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Any unregistered easements for sewer drains, gas and water mains or electric light and power  
  
or telephone, telecommunications or cable conduits, poles, wires and cables;
5. Inchoate liens for taxes, assessments, public utility charges, which are due but the validity of

which are being contested in good faith by the Receiver provided that the Receiver has provided

security which in the opinion of the Receiver, acting reasonably, is necessary to avoid any lien,

charge or encumbrance arising with respect thereto;

6. Any encroachments, minor defects or irregularities indicated on the surveys of the Lands, prepared by Ontario Land Surveyors;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements registered against the Lands as of the date of the Agreement with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction; Plans, by-laws or transfers registered on title to the Lands as of the date of the Agreement.
9. The following instruments registered on title to the Lands:
  - a. Instrument No. SC212816 being a Transfer of Easement registered on April 22, 2004.
  - b. Instrument No. SC1675080 being a Notice of a Subdivision Pre-servicing Agreement registered on April 17, 2020.
  - c. Instrument No. SC1711838 being a Notice of an Adjacent Development Agreement registered on September 18, 2020.
  - d. Instrument No. SC1712097 being a Transfer of Easement registered on September 21, 2020.



- e. Instrument No. 1712099 being a Postponement of Interest registered on September 21, 2020.
- f. Instrument No. 51M1193 being a Plan of Subdivision registered on January 21, 2021.
- g. Instrument No. SC1750692 being a Notice of a Residential Subdivision Agreement registered on February 1, 2021.
- h. Instrument No. 1750694 being a Postponement of Interest registered on February 1, 2021.
- i. Instrument No. SC1750698 being a Postponement of Interest registered on February 1, 2021.
- j. Instrument No. SC1750701 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
- k. Instrument No. SC1750702 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
- l. Instrument No. SC1750717 being a Postponement of Interest registered on February 1, 2021.
- m. Instrument No. SC1750724 being a Postponement of Interest registered on February 1, 2021.
- n. Instrument No. SC1762581 being a Transfer of Easement registered on March 15, 2021.
- o. Instrument No. SC1812773 being a Notice of Site Plan Development Agreement registered on August 9, 2021.
- p. Instrument No. SC1812775 being a Postponement of Interest registered on August 9, 2021.
- q. Instrument No. SC1812779 being a Postponement of Interest registered on August 9, 2021.
- r. Instrument No. SC1861837 being By-Law Number 2021-110 registered on January 19, 2022.

- s. Instrument No. SC1892097 being a Notice of a Site Plan Development Agreement registered on May 2, 2022.
- t. Instrument No. SC1908016 being a Transfer of Easement registered on June 23, 2022.
- u. Instrument No. SC1914093 being a Transfer of Easement registered on July 14, 2022.
- v. Instrument No. SC1914094 being a Postponement of Interest registered on July 14, 2022.
- w. Instrument No. SC1936244 being By-Law Number 2022-087 registered on October 11, 2022.
- x. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- y. Instrument No. SC1950162 being an Application for Absolute Title registered on December 7, 2022.
- z. Instrument No. SC1954516 being a Transfer of Easement registered on December 22, 2022.
- aa. Instrument No. SC1954517 being a Transfer of Easement registered on December 22, 2022.
- bb. Instrument No. SC1954521 being a Transfer of Easement registered on December 22, 2022.
- cc. Instrument No. SC1954522 being a Transfer of Easement registered on December 22, 2022.
- dd. Instrument No. SC1957472 being a Transfer of Easement registered on January 13, 2023.
- ee. Instrument No. SC1957473 being a Transfer of Easement registered on January 13, 2023.
- ff. Instrument No. SC1957476 being a Transfer of Easement registered on January 13, 2023.

- gg. Instrument No. SC1965934 being a Land Registrar's Order registered on March 6, 2023.
- hh. Instrument No. SC1965946 being a Land Registrar's Order registered on March 6, 2023.
- ii. Instrument No. SC1969381 being a Condominium Declaration registered on March 24, 2023.
- jj. Instrument No. SC1974651 being a Condominium Declaration registered on April 21, 2023.
- kk. Instrument No. SC1975417 being Condominium By-Law No. 1 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- ll. Instrument No. SC1975418 being Condominium By-Law No. 2 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- mm. Instrument No. SC1975419 being Condominium By-Law Condominium By-Law No.3 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- nn. Instrument No. SC1994663 being an Amendment to Condominium Declaration registered on July 19, 2023.
- oo. Instrument No. SC2009555 being a Land Registrar's Order registered on September 20, 2023.
- pp. Instrument No. SC2023926 being an Amendment to Condominium Declaration registered on November 23, 2023.
- qq. Instrument No. SCP496 being a Standard Condominium Plan registered on March 24, 2023.
- rr. Instrument No. SCP497 being a Condominium Plan registered on April 21, 2023.
- ss. Instrument No. 51R43634 being a Reference Plan registered on August 17, 2022.
- tt. Instrument No. 51R42804 being a Reference Plan registered on January 22, 2021.

- uu. Instrument No. 51R42805 being a Reference Plan registered on January 22, 2021.
- vv. Instrument No. 51R43820 being a Reference Plan registered on December 5, 2022.
- ww. Instrument No. 51R43276 being a Reference Plan registered on December 7, 2021.
- xx. Instrument No. 51R43821 being a Reference Plan registered on December 5, 2022.
- yy. Instrument No. 51R43593 being a Reference Plan registered on July 12, 2022.
- zz. Instrument No. 51R43825 being a Reference Plan registered on December 7, 2022.
- aaa. Instrument No. 51R43845 being a Reference Plan registered on December 20, 2022.
- bbb. Instrument No. 51R43822 being a Reference Plan registered on December 5, 2022.
- ccc. Instrument No. SC1932935 being a Notice of Change of Address for Service registered on September 26, 2022.
- ddd. Instrument No. SC1629459 being a Charge registered on October 4, 2019.
- eee. Instrument No. SC1629460 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
- fff. Instrument No. SC1865269 being a Notice registered on January 28, 2022.
- ggg. Instrument No. SC1922627 being a Notice registered on August 16, 2022.
- hhh. Instrument No. SC1949664 being a Transfer registered on December 5, 2022.
- iii. Instrument No. SC1949663 being a Transfer registered on December 5, 2022.
- jjj. Instrument No. SC1949662 being a Transfer registered on December 5, 2022.
- kkk. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- lll. Instrument No. SC1659142 being a Transfer registered on January 31, 2020.
- mmm. Instrument No. SC1671569 being a Charge registered on March 31, 2020.
- nnn. Instrument No. SC1671570 being a Notice Of Assignment Of Rents – General registered on March 31, 2020.
- ooo. Instrument No. SC1688997 being a Charge registered on June 24, 2020.
- ppp. Instrument No. SC1804677 being a Notice registered on July 15, 2021.
- qqq. Instrument No. SC1865270 being a Notice registered on January 28, 2022.
- rrr. Instrument No. SC1922628 being a Notice registered on August 16, 2022.

- sss. Instrument No. SC1950534 being a Notice registered on December 8, 2022.
- ttt. Instrument No. SC1950535 being a Postponement registered on December 8, 2022.
- uuu. Instrument No. SC2044821 being a Transfer of Charge registered on March 21, 2024.

**Schedule “E” - Timetable**

By August 9, 2024	Any Person claiming an Additional Asserted Priority Payable to file:  1) any back-up for their claims not already filed;  2) any materials they intend to rely upon/refer to as Exhibits, in cross-examinations.
By August 16, 2024	Receiver to complete review of materials submitted, and dates for any cross-examinations by all parties to be established, such cross-examinations to be completed by August 23.
By August 23	All parties to complete any cross-examinations/same-day or next-day transcripts
By August 27	Submissions for hearing to be delivered
By August 29	Hearing of Additional Asserted Priority Payable claims.

**KINGSETT MORTGAGE CORPORATION**

-and-

**MAPLEVIEW DEVELOPMENTS LTD. et al.**

Applicant

Respondents

Court File No. CV-24-00716511-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
 Proceeding commenced at Toronto

**SALE APPROVAL AND VESTING ORDER**

**OSLER, HOSKIN & HARCOURT LLP**  
 1 First Canadian Place  
 100 King Street West, Suite 6200  
 Toronto, ON M5X 1B8

**Marc Wasserman (LSO# 44066M)**  
 Tel: (416) 862-4908  
 Email: mwasserman@osler.com

**David Rosenblat (LSO# 64586K)**  
 Tel: (416) 862-5673  
 Email: drosenblat@osler.com

**Blair McRadu (LSO# 85586M)**  
 Tel: (416) 862-4204  
 Email: bmcradu@osler.com

*Lawyers for the Receiver*

# TAB 3



Court File No. CV-24-00716511-00CL

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

THE HONOURABLE	)	FRIDAY, THE 2ND
	)	
JUSTICE STEELE	)	DAY OF AUGUST, 2024

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
 ONTARIO INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE  
 BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND  
 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS  
 AMENDED**

**ANCILLARY MATTERS AND DISTRIBUTION ORDER**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") without security, of the real property legally described in Schedule "A" hereto (the "**Lands**") and all present and future undertakings, real property and assets, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**" and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**"), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and

operation of the Lands, including all proceeds thereto, for an order, among other things: (a) approving the Second Report of the Receiver dated July 26, 2024 (the “**Second Report**”) and the First Report of the Receiver dated May 21, 2024 (the “**First Report**”) and the Receiver’s conduct and activities described therein; (b) approving the fees and disbursements of the Receiver and the Receiver’s counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), as set out in the Affidavit of Noah Goldstein sworn on July 26, 2024 attached at Appendix “H” to the Second Report (the “**Goldstein Affidavit**”) and the Affidavit of David Rosenblat sworn on July 26, 2024 attached at Appendix “I” to the Second Report (the “**Rosenblat Affidavit**” and, together with the Goldstein Affidavit, the “**Fee Affidavits**”; and (c) authorizing and directing the Receiver to make the Distributions (as defined below), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver, the First Report, the Second Report, the Fee Affidavits, the Affidavit of Daniel Pollack sworn July ●, 2024 and on hearing the submissions of counsel for the Receiver, counsel for KingSett Mortgage Corporation (“**KingSett**”) and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn July ●, 2024, filed,

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Stalking Horse Agreement of Purchase and Sale attached at Appendix “D” to the First Report (the “**APS**”).

## **APPROVAL OF RECEIVER’S REPORTS AND ACTIVITIES**

3. **THIS COURT ORDERS** that each of the First Report and the Second Report, and the actions, conduct and activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only KSV, in its capacity as Receiver and not in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver up until July 22, 2024, as set out in the Second Report and the Goldstein Affidavit, are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of Osler up until July 26, 2024, as set out in the Second Report and the Rosenblat Affidavit, are hereby approved.

#### **KINGSETT DISTRIBUTIONS**

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, without further order of the Court, to make the following distributions from the proceeds of the sale transaction contemplated by the APS following Closing (collectively, the “**Distributions**” and each a “**Distribution**”):

- (a) all amounts owing with respect to the Receiver’s Borrowings Charge; and
  - (b) \$50.3 million plus all applicable interest accrued until the date of such Distribution to KingSett in satisfaction of the amount secured under the charge registered on title to the Lands bearing registration number SC1950702 in favour of KingSett
- (collectively, the “**KingSett Indebtedness**”).

7. **THIS COURT ORDERS** that the Receiver is hereby authorized to take all reasonably necessary steps and actions to effect the Distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distributions.

8. **THIS COURT ORDERS** that the Distributions to KingSett in accordance with this Order shall be permanent and indefeasible payment of the KingSett Indebtedness.

#### **GENERAL**

9. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of

the foregoing: (a) any encumbrances or charges created by orders in the receivership proceedings of the Debtors; and (b) all charges, security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended or any other personal property or real property registry system.

10. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

11. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

any payment or distributions made pursuant to this Order are final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

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Justice Steele

### Schedule "A" – Real Property

#### **59497-0001 (LT)**

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1974651; CITY OF BARRIE

#### **58091-5319 (LT)**

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

#### **58091-5140 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

#### **58091-5139 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5138 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5137 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5135 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5134 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193



PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

**58091-5115 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5109 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

**58091-5098 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5083 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5072 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5071 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5070 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5068 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5067 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5065 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5048 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5047 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5046 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5045 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5044 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5043 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE



**58091-5042 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5041 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-4598 (LT)**

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

**58091-3902 (LT)**

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS

IN SC1954522; SUBJECT TO AN EASEMENT OVER PARS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3901 (LT)**

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3900 (LT)**

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS IN SC1750701; CITY OF BARRIE

**58091-3899 (LT)**

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3898 (LT)**

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3897 (LT)**

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN 51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

**58091-3895 (LT)**

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3894 (LT)**

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3893 (LT)**

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3891 (LT)**

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3890 (LT)**

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3889 (LT)**

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3888 (LT)**

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3886 (LT)**

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

**58091-4802 (LT)**

PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43825; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 51R43845 IN FAVOUR OF BLOCK 8, PLAN 51M1193 AS IN SC1954516; SUBJECT TO AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 IN FAVOUR OF BLOCK 6, 8, 16, 17 AND 23 ON PLAN 51M1193 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER BLOCK 6, PLAN 51M1193, PART 121 ON PLAN 51R43634 AS IN SC1957473; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 51R-43822 AS IN SC1957474; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8, DESIGNATED AS PARTS 2, 3, 4, 5, 6, 7, 8 AND 9, ON PLAN 51R-43822 AS IN SC1957475; TOGETHER WITH AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; CITY OF BARRIE

KINGSETT MORTGAGE CORPORATION

-and-

MAPLEVIEW DEVELOPMENTS LTD. et al.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

**ANCILLARY MATTERS AND DISTRIBUTION ORDER**

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place  
100 King Street West, Suite 6200  
Toronto, ON M5X 1B8

**Marc Wasserman (LSO# 44066M)**  
Tel: (416) 862-4908  
Email: mwasserman@osler.com

**David Rosenblat (LSO# 64586K)**  
Tel: (416) 862-5673  
Email: drosenblat@osler.com

**Blair McRadu (LSO# 85586M)**  
Tel: (416) 862-4204  
Email: bmcradu@osler.com

*Lawyers for the Receiver*

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**KINGSETT MORTGAGE CORPORATION**

**and MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.**

Applicant

Respondents

Court File No.: CV-24-00716511-00CL

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD**

**OSLER, HOSKIN & HARCOURT LLP**  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)  
Tel: 416.862.4908  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

**David Rosenblat** (LSO# 64586K)  
Tel: 416.862.5673  
Email: [drosenblat@osler.com](mailto:drosenblat@osler.com)

**Blair McRadu** (LSO# 85586M)  
Tel: 416.862.4604  
Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Lawyers for the Receiver