

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

KHALEEL SEIVWRIGHT

Respondent

MINUTES OF SETTLEMENT

WHEREAS a legal proceeding has been commenced by the City of Toronto (the "City") against Khaleel Seivwright, whereby the City seeks an order permanently restraining Mr. Seivwright from placing and/or relocating "tiny shelters" on City-owned land or otherwise creating a nuisance or interfering with the City's rights as owner and occupier of its land, in violation of § 548-3, 548-4, 608-7, 608-9A, 608-14, and 743-9 of the City of Toronto Municipal Code, in an application bearing court file number CV-21-00657148-0000, (the "**Application**");

AND WHEREAS the parties agree that "tiny shelter" is defined as "any structure built by Khaleel Seivwright";

AND WHEREAS the Parties have agreed to fully and finally settle the Application, and to further resolve all other differences and disputes relating to the Application (the "**Settlement**") in accordance with the terms of these Minutes of Settlement and the Release (defined below);

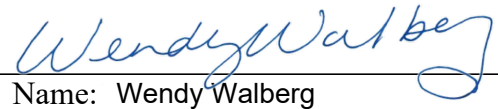
NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

1. Mr. Seivwright confirms he has no ownership interest in the "tiny shelters";

2. Mr. Seivwright undertakes not to install any new "tiny shelters" on City land without permission from the City;
3. Mr. Seivwright undertakes not to maintain or relocate any existing "tiny shelters" on City land without permission from the City;
4. The City will withdraw its court application and sign a full and final release in favour of Mr. Seivwright to the satisfaction of Mr. Seivwright's counsel, attached as Schedule A (the "**Release**");
5. The parties will be free to communicate to the public their agreement once the Release is executed, both parties have a copy of the fully executed Release, and minutes of settlement are signed by both parties;
6. Each party will bear its own costs of the litigation;
7. The parties acknowledge that the Settlement represented by these Minutes of Settlement is binding and enforceable in accordance with its terms and each covenant not to challenge the enforceability of any provision of these Minutes of Settlement;
8. The parties each acknowledge that they have received independent legal advice in connection with the negotiation and execution of these Minutes of Settlement; and
9. These Minutes of Settlement, including Schedule A, represent the entire agreement between the parties. The parties each disclaim the existence of any additional, collateral or implicit terms, representations, assurances, warranties or other obligations.

The City of Toronto

August 27, 2021
Date


Name: Wendy Walberg

Title: City Solicitor
I have the authority to bind the City of Toronto.

8/24/2021

Date



Khaleel Seivwright

8/24/2021

Date



Witness

Robert Malone

Robert Malone