

Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. <i>Distribution List</i>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

ANNOTATED LAND DEVELOPMENT AGREEMENTS

**Mascarin & De Francesca
Release No. 2, December 2025**

Annotated Land Development Agreements is a two-volume work which stands as a complete resource for the public and private sector professional. This resource guides you through and simplifies the complex, lengthy and highly specialized agreements required to develop land in Ontario. The work features a thorough discussion of the law with respect to land development agreements and provides fully annotated model forms of the most prevalent and commonly utilized types of development and municipal agreements. Each chapter focuses on specific agreements, including subdivision, site plan control, development, bonusing, development charge credit, development charge early and late payment and front-ending, developers' cost sharing and various types of easement agreements.

What's New in this Update:

This release features updates to Appendix A—Legislation and Appendix WP—Words and Phrases.

Thomson Reuters®

Customer Support

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada & U.S.)

E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

Highlights

- **WORDS AND PHRASES—AT THE EARLIEST POSSIBLE DATE**—British Columbia—“The language of ‘at the earliest possible date’ ... invokes the notion of aiming to complete as soon as possible, recognizing there could be external forces at work.” (*Epix Developments Ltd. v. Bonnis Development Union Street Limited Partnership*, 2025 CarswellBC 1291 (B.C. S.C.))
- **WORDS AND PHRASES—COMMERCIALLY REASONABLE**—British Columbia —“... on its own, the phrase ‘commercially reasonable efforts’ is not the same as ‘best efforts’, which is understood to require that ‘no stoned [be] left unturned’...” (*Epix Developments Ltd. v. Bonnis Development Union Street Limited Partnership*, 2025 CarswellBC 1291 (B.C. S.C.))
- **WORDS AND PHRASES—CONSENSUS AD IDEM**—British Columbia—“Consensus ad idem, or a ‘meeting of the minds’, is a foundational principle in contract law that states, in order for a contract to be valid, both parties to a contract must have a mutual understanding and agreement on the essential terms. The party asserting the existence of a binding agreement must prove, on a balance of probabilities, that there was the requisite meeting of the minds. The test for whether there is a meeting of the minds does not focus on the parties’ subjective intentions, but rather on whether the parties objectively conveyed their intention to contract to the outside world.” (*Randhawa v. Khaira*, 2025 CarswellBC 882 (B.C. S.C.))
- **WORDS AND PHRASES—CONSOLIDATION and SUBDIVISION**—Manitoba—“The underlying issue is whether the terms ‘subdivide’, ‘subdivision’ or other variations of the terms in both *The Real Property Act* and the *Winnipeg Charter*, by implication, include a consolidation of land. The respondents argue ‘subdivision’ and ‘consolidation’ are distinct from one another. One is to divide a larger parcel of land into smaller parcels of land. I find the plain and ordinary meaning of the word subdivide and its derivatives are clear. This is consistent with language in *Black’s Law Dictionary*, 10th ed., by Brian A. Garner, ed. St. Paul., Minn. Equally, I find the ordinary and plain meaning of the word “consolidate” is to take two or more parcels of land and to create one larger parcel. This is also consistent with the language in *Black’s Law Dictionary*. I find the ordinary and plain meaning of these two concepts in real property law is as described above.” (*The City of Winnipeg v. The Government of Manitoba et al.*, 2025 Carswell-Man 198 (Man. K.B.))