



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 58-87

To authorize the execution of an agreement between Upper Nine Properties Limited, The Corporation of the City of Brampton, The ~~Regional Municipality of Peel~~, and The Bank of Nova Scotia.

The Council of the Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated March 9, 1987 between Upper Nine Properties Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and The Bank of Nova Scotia and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of March, 1987.

KENNETH G. WHILLANS MAYOR

LEONARD J. MIKULICH CLERK

DEVELOPMENT AGREEMENT
Plan 21T-85033B

9th MEMORANDUM OF AGREEMENT made in duplicate this
day of *MARCH*, 1989.

B E T W E E N :

UPPER NINE PROPERTIES LIMITED,
hereinafter called the "Owner"
OF THE FIRST PART,

A N D

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "City"
OF THE SECOND PART,

A N D

THE REGIONAL MUNICIPALITY OF PEEL,
hereinafter called the "Region"
OF THE THIRD PART,

A N D

THE BANK OF NOVA SCOTIA,
hereinafter called the "Mortgagees"
OF THE FOURTH PART,

WHEREAS the Owner is the owner of the lands described in Schedule A attached to this agreement (hereinafter called the "lands"), and further warrants that the mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown on Schedule B (herein called the "plan") attached to this agreement;

AND WHEREAS the lands are included in Registered Plan 43M-614 which is being developed in accordance with the provisions of the subdivision agreement dated the 12th day of NOVEMBER, 1984 between Upper Nine Properties Limited, of the first part, the City of the second part, and the Region of the third part, and registered on the 16th day of October, 1985 as Instrument No. 593210 (herein called the "Subdivision Agreement");

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree with each other as follows:

AUGUST/86/D7

1.
Previous
Agreement

1.1 All of the provisions of the Subdivision Agreement, including without limiting the generality of the foregoing, the provisions for the payment of capital cost contributions, levies, and administration fees, maintenance periods for the works and the provision of security as a performance guarantee for construction of the works shall remain in full force and effect and shall apply to the development of the lands in accordance with the plan and shall govern the administration of this agreement, except insofar as they are specifically amended by this agreement or where they are inconsistent with this agreement, in which case this agreement shall prevail.

1.2 The Owner shall design, construct and install, at its own expense and in a good and workmanlike manner, all works required by the Subdivision Agreement and this agreement for the development of the lands and shall complete, perform or make payment for all such works and matters as are provided by the Subdivision Agreement and this agreement, within the time limits as specified in the Subdivision Agreement or this agreement.

1.3 Notwithstanding anything contained in the Subdivision Agreement and this agreement, the plan shall not be released by the City for final registration until such time as all of the detailed plans and specifications for all of the works required by the Subdivision Agreement and this agreement for the development of the lands are fully approved by the City and the Reg'n.

2.
Conveyances

2.1 At no cost to the City or the Region, the Owner shall grant unto the City or the Region or both of them, free of encumbrances, the lands, easements and 0.3 metre reserves as required in Schedule C for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City or the Region or both of them shall be lodged with the City before the registration of the plan or any part thereof.

Solicitor's
Certificate

2.2 The Owner shall provide the City with a solicitor's certificate within thirty (30) days of the registration of the subdivision plan, and prior to applying for any building permits, certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from encumbrances, and that the Grantor or the City, as the case may be, is or will be the registered owner thereof.

3.
Zoning
By-law
Amendment

The Owner shall support a zoning amendment which will designate and zone the lands for an appropriate class of residential uses with appropriate regulations, all satisfactory to the City.

4.
Lands for
Future
Development

The Owner agrees:

4.1 that Blocks 31, 32, 33 and 34 are reserved for future development and shall be developed only in conjunction with the development of other lands abutting these Blocks; and

4.2 that it will not apply for or be entitled to receive any building permits for these Blocks until such time as all approvals have been given for the development of the lands abutting them and then permits shall only be issued in accordance with the provisions of the Subdivision Agreement, this agreement, and the provisions of any agreements for the development of the abutting lands.

5.
Relocation
of Utilities

The Owner shall, prior to final approval of the plan for registration, make satisfactory arrangements with the City and the Region, for the relocation of any utilities necessitated by the development of the lands in accordance with the plan, including granting to the City and the Region, at the Owner's expense, any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of the Subdivision Agreement.

6.
DPRCS
School Board

The Owner shall insert the following clause in all agreements of purchase and sale for lots on the plan until the school for the area is completed:

"Whereas, despite the best efforts of the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated at temporary facilities and/or bused to a school outside the area, and further, that students may later be transferred to the neighbourhood school."

7.
Peel Bd.
of Ed.

The Owner shall insert the following clause in all agreements of purchase and sale for lots on the plan in a period of five (5) years from the date of registration of this agreement:

"Whereas despite the efforts of the Peel Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's transportation policy."

8.
Govern-
mental
Agencies,
etc.
- Informa-
tion

8.1 The Owner shall provide, at its own expense, in all principal sales offices of the Owner or any building used for the sale of lots or dwelling units within the plan and in all model homes constructed within this plan, a conspicuous display area including a bulletin board to be used for the purpose of permitting all government agencies, including local boards, commissions, and utilities, to display at no cost, any information considered relevant and of interest to potential purchasers of lots or dwelling units within the plan.

8.2 ; The Owner shall, prior to offering lots or dwelling units on the plan for sale to the public, display in all display areas referred to in paragraph 8.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

8.2.1 those lots within the plan that have potential environmental problems as defined by the City, the Region and the Ministry of the Environment;

8.2.2 the location of all fences, berms, noise attenuation works, sidewalks, walkways, parkland and open space, active recreation areas, potential school sites, commercial sites, high density residential sites and parking areas.

The Owner shall also include a reduction of these colour-coded maps or plans in all sales literature or promotional material available for prospective purchasers of lots or dwelling units within the plan. The Owner agrees that City staff may be permitted to inspect all such display areas, sales literature or promotional material during business hours to insure compliance with this paragraph.

8.3 The provisions contained in paragraph 8.1 and 8.2 shall apply to all persons building dwelling units within the plan or selling either lots or dwelling units within the plan. The Owner shall bring these paragraphs to their attention by means of attaching a copy of them to all agreements of purchase and sale for all lots in the subdivision sold to such persons.

9.
Road Works

The proposed road and cul-de-sac bulb shall be of a width and radius satisfactory to the Commissioner of Public Works and Buildings. The minimum road allowance width shall be 17 metres and the minimum cul-de-sac radius shall be 15 metres. The final design of the road shall be shown on the engineering plans required to be approved by the Subdivision Agreement.

10.
Lots

The maximum number of lots permitted on the lands shall be thirty-three (33).

Fencing

11.1 The Owner shall:

11.1.1 erect fencing in accordance with the City's fencing policy along the side lot lines of the lots abutting the walkways and along the rear lot lines abutting the parkland, Block 37; and

11.1.2 extend and erect a 1.8 metre high wooden screen fencing identical to that which will be provided on the eventual rear lot boundaries of the reserve blocks fronting on the street, to the first rear lot corner south of the southerly limit of Block 93, Registered Plan 43M-523, on the easterly limit of the parkland block.

11.2 The exact location and detailed specifications for the fencing required by paragraph 11.1 shall be shown on the landscape and fencing plan required to be approved by the Subdivision Agreement.

12.
Maintenance
Easement

The Owner shall include a maintenance easement of up to 1.2 metres in width in the conveyance of all lots on which the dwelling situate thereon has been erected with a side yard of less than 1.2 metres in width. It is intended that the width of the side yards together with the width of the maintenance easement shall be at least 1.2 metres.

13.
Drainage Plan

The Owner shall:

13.1 prior to starting any grading on the lands, and prior to final approval of the plan for registration, prepare and have approved by the City, a detailed report describing:

13.1.1 the means by which storm water will be conducted from the lands and any storm water management techniques that will be used; and

13.1.2 the construction practices which will be used to limit the effects of siltation and erosion on the lands prior to, during and after the construction period.

13.2 carry out or cause to be carried out the works recommended and approved in the foregoing report.

14.
Sidewalk

The Owner shall construct a 1.5 metre wide sidewalk along the east side of the street from the walkway block to Havelock Drive. The exact location and detailed specifications for this sidewalk shall be shown on the engineering plans required to be approved by the Subdivision Agreement.

15.
Cost of
Registration

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this registration and the cost of the registration of all conveyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

16.
Mortgagees

16.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

16.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

16.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an owner, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

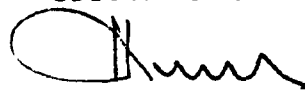
16.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the land and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

17.
Successors
& Assigns

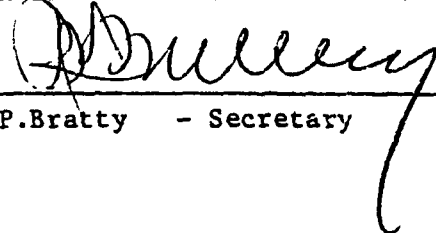
The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton or the Region of Peel.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

UPPER NINE PROPERTIES LIMITED



S. Hofstedter - Vice President TITLE



R.P. Bratty - Secretary TITLE

(Print NAME of signatory)

(Print NAME of signatory)

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW.	
NUMBER	<u>58-87</u>
PASSED BY CITY	
COUNCIL ON THE	<u>9th</u>
DAY OF	<u>MARCH</u> 19 <u>87</u> .



 KENNETH G. WHILLANS MAYOR



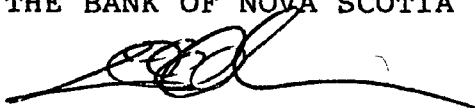
 LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF PEEL

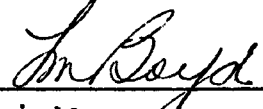
 R. FRANK BEAN CHAIRMAN

 LARRY E. BUTTON CLERK

THE BANK OF NOVA SCOTIA




 JOHN EDWIN OLIVER General Manager TITLE



 Louise May Boyd Assistant Secretary TITLE

(Print NAME of signatory)

(Print NAME of signatory)

4189/57


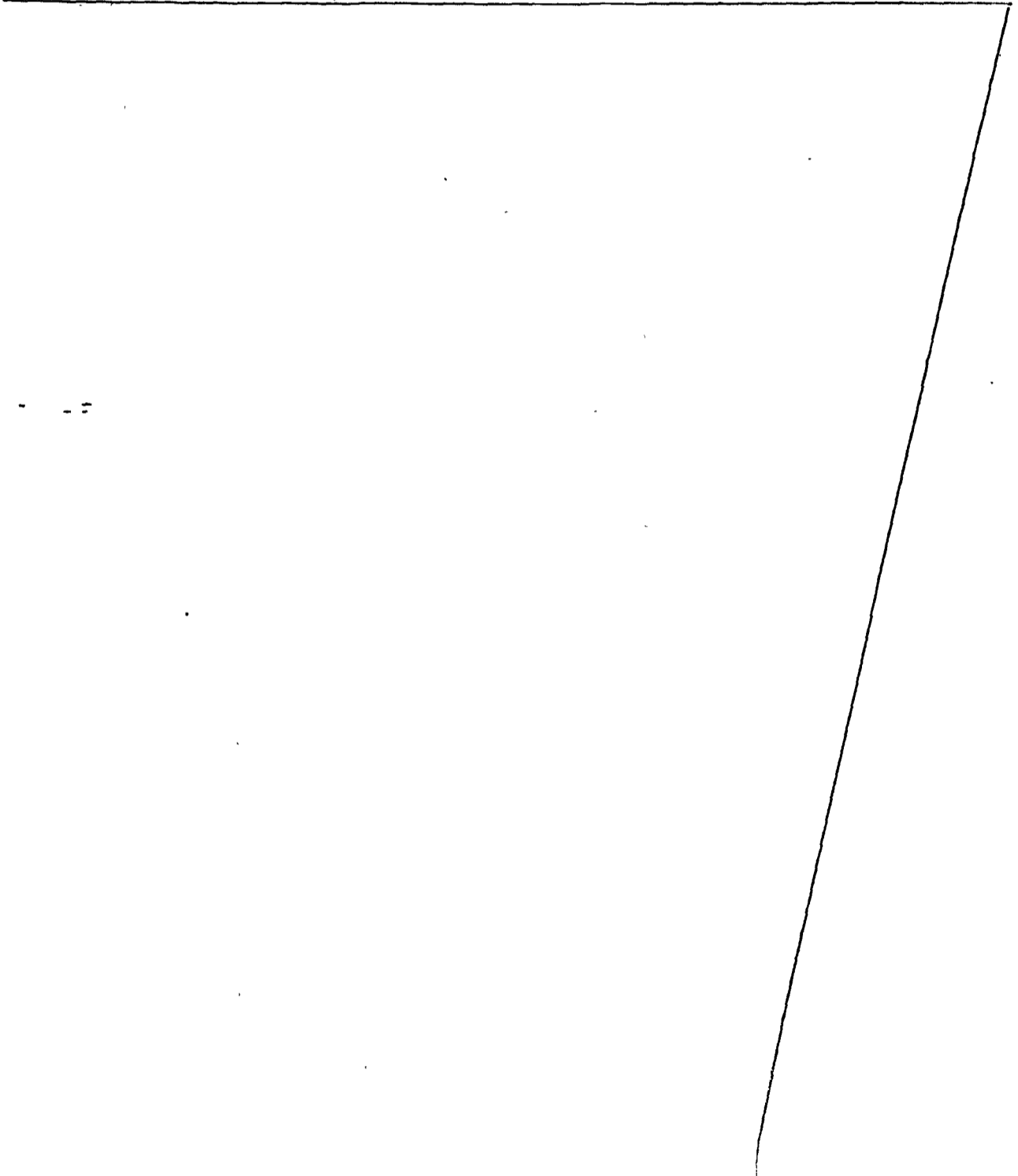
LEGAL DESCRIPTION OF THE LANDS

Part of Parcel , section 43M-

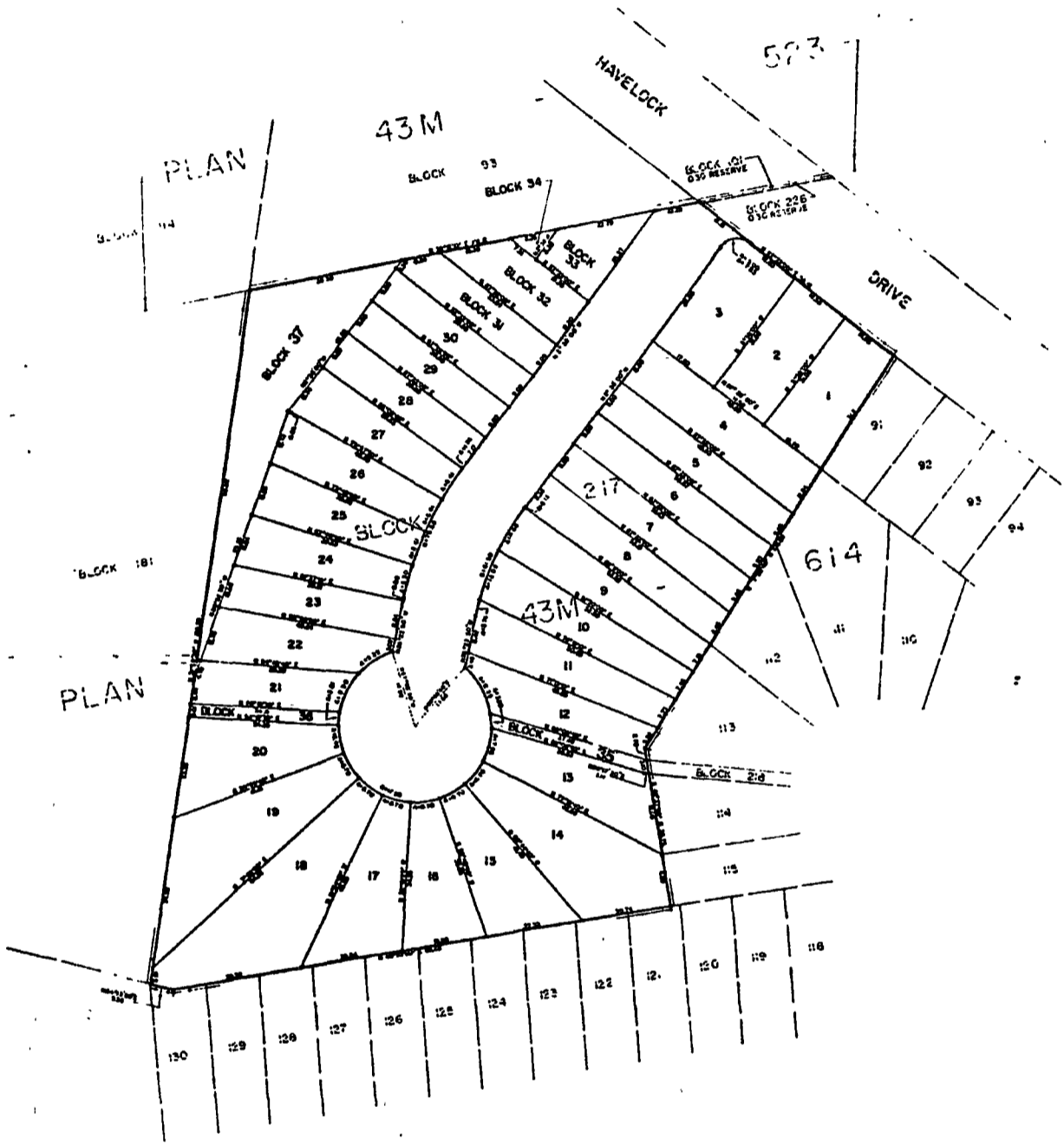
LOTS 1 to 30 (both inclusive)
BLOCKS 31 to 37 (both inclusive)
Registered Plan 43M-

City of Brampton

Regional Municipality of Peel



MLB



J.B.

SUBDIVISION AGREEMENT
 Schedule B



1:500

CITY OF BRAMPTON
 Planning and Development

Date: 86 09 10 Drawn by: K.L.
 File no. T1E13.5 Map no. 76-15H

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY

1. Land for Parkland - Block 37, as shown on the plan.
2. Land for Walkways - Blocks 35 and 36, as shown on the plan.

